

CITY OF HERMANTOWN AGENDA

**Pre-Agenda Meeting Monday, December 15, 2025 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, December 15, 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 25-738 through 25-751 placed on file

A. 25-751

From: Eric Johnson

To: Dan Lessor, Mortenson Development, Inc.

Re: 150 Day Extension

7. PRESENTATIONS

A. 2025 Employee Recognition

5 Years of Service - Samantha Knapp, Lindsay Townsend, Olivia Gottschald

10 Years of Service - Jake Williams, Kevin Orme, Alicia Dahlin

15 Years of Service - Christopher Durovec

20 Years of Service - Jason Salo

(Pre-Agenda Only)

B. Section 14 Update

David Bolf, City Engineer

(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

- A. Motion to approve or deny the following Tobacco License Renewal Applications effective January 1, 2026, through December 31, 2026, contingent upon complete applications being received, successful background checks and license fees being paid in full:

Adolph Store	3710 Midway Road
Atlantic Gas, LLC	5691 Highway 2
Fleet Farm Fuel	4181 Loberg Avenue
Korner Store #100	4704 Hermantown Road
Kwik Trip #216	4805 Miller Trunk Highway
Kwik Trip #220	4978 Miller Trunk Highway
Kwik Trip #572	4145 Haines Road
MN CStore	4221 Haines Road
Pure Pleasure/DIMA Corp.	5193 Miller Trunk Highway
Speedway #4602	5601 Miller Trunk Highway
Stokke's Liquor Store	3706 Midway Road
Turning Leaf	4120 Richard Avenue
Walmart #1757	4740 Loberg Avenue
Dollar General	4678 Vaux Road

(motion, roll call)

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 December 1, 2025 City Council Continuation Minutes
- B. **Accounts Payable** - Approve general city warrants from December 1, 2025 through December 15, 2025 in the amount of \$709,918.16

11. ORDINANCES

- A. **2025-23 An Ordinance Of The City Of Hermantown, Minnesota, Amending Chapter 18 Of The Hermantown Zoning Code By Adding A New Section 1830, Accessory Dwelling Units**

(second reading)

(motion, roll call)

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. **2025-189 Resolution Requiring Write-In Candidates To File A Written Request For Votes In Their Name To Be Counted**

(motion, roll call)

B. **2025-190 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement With NASCAR Towing, LLC For Wrecker Service And Vehicle Storage For The City Of Hermantown Police Department**

(motion, roll call)

C. **2025-191 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 Maintenance Striping CP 0000-712914**

(motion, roll call)

D. **2025-192 Resolution Authorizing The City Of Hermantown To Support St. Louis County For The 2030 Project CSAH 56 (Morris Thomas Rd) Sidewalk**

(motion, roll call)

E. **2025-193 Resolution Authorizing And Directing Mayor And City Clerk To Execute A Second Amendment To Engineering Agreement For Consulting Services With Short Elliot Hendrickson (Independent Contractor)**

(motion, roll call)

F. **2025-194 Resolution Approving Pay Request Number 18 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$274,779.73**

(motion, roll call)

G. **2025-195 Resolution Purchasing Mary Murphy House & Property**

(motion, roll call)

13. **CLOSED SESSION**

14. **RECESS**

(motion, roll call)

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
12/1/2025	25-738	Brooke Rangel, Arianna Daniels & Oiver Schmitz	Wayne Boucher, Mayor	Data Center	11/13/2025
12/1/2025	25-739	Diane Cary, dianecary624@gmail.com	Wayne Boucher, Mayor	Data Center	11/24/2025
12/1/2025	25-740	Bob Kohlmeier, 5757 St. Louis River Rd.	Chad Ronchetti, Econ. Dev. Dir.	NDA Usage in our Democracy	11/25/2025
12/1/2025	25-741	Mike Amendola, 3754 Midway Rd.	John Mulder, City Administrator	Proposed 78.9% Property Tax Increase for 2026 - Amendola Storage	11/26/2025
12/2/2025	25-742	Gail Garrick, hurricanegail@yahoo.com	Wayne Boucher, Mayor	No Data Center	12/1/2025
12/4/2025	25-743	Allison Hafften, 5971 St. Louis River Rd. E	Eric Johnson, Comm. Dev. Dir; Joe Peterson, Planning & Zoning Chair and Alissa McClure, City Clerk	Request Reconsideration for Adolph Rezone Ordinance 2025-17	12/2/2025
12/4/2025	25-744	John Mulder, City Administrator	Richard Ek, 3505 Solway Rd. and Sarah Lerohl, MN Environ. Quality Board	Notice of Deciusion and Denial of Petition for an Environmental Assessment Worksheet (EAW) Regarding the Hermantown Data Center Project (Hermantown Industrial AUAR)	12/3/2025
12/4/2025	25-745	Gail Garrick, hurricanegail@yahoo.com	Wayne Boucher, Mayor & Joe Wicklund, Asst. City Admin	Environment Specialist	12/3/2025
12/5/2025	25-746	Brian Bergeron, 5164 Country Ln.	Wayne Boucher, Mayor, City Council, John Mulder, City Administrator, Chad Ronchetti, Econ. Dev. Dir., Eric Johnson, Comm. Dev. Dir. & Joe Wicklund, Asst. City Admin.	Data Center	12/5/2025
12/8/2025	25-747	Bob Kohlmeier, bkkohlmeier@yahoo.com	John Geissler, City Councilor	One on One	12/2/2025
12/8/2025	25-748	John Geissler, City Councilor	Bob Kohnmeier, bkkohlmeier@yahoo.com	One on One	12/4/2025
12/8/2025	25-749	Brian Bergeron, bergeronbk@gmail.com	Wayne Boucher, Mayor, City Council, John Mulder, City Administrator, Chad Ronchetti, Econ. Dev. Dir., Eric Johnson, Comm. Dev. Dir. & Joe Wicklund, Asst. City Admin.	Data Center	12/5/2025
12/9/2025	25-750	Robert Deschampe, Grand Portage Band of Lake Superior Chippewa	Eric Johnson, Comm. Dev. Dir.	Hermantown Industrial Development (Data Center)	12/8/2025
12/9/2025	25-751	Eric Johnson, Comm. Dev. Dir.	Dan Lessor, Mortenson Development, Inc.	150 Day Extension for Approving or Denying CIDP and SUP	12/9/2025



December 9, 2025

Mr. Dan Lessor
Mortenson Development, Inc.
700 Meadow Lane North
Minneapolis, MN 55422

Dear Mr. Lessor:

Thank you for your letter dated November 10, 2025 as well as your email on December 5, 2025. Per your December 5, 2025 email, the City of Hermantown is extending the 60-day period under Minnesota Statutes § 15.99 to 150 days from the November 10, 2025 date for approving or denying your request for a Commercial Industrial Development Permit and Special Use Permit for the following parcels within the City of Hermantown: 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, 395-0010-09103, 395-0010-09102, 395-0010-09100, 395-0010-09080, 395-0010-09120 and 395-0010-09110.

Please feel free to contact me with any questions at 218.729.3618 or eric.johnson@hermantownmn.com.

Best Regards,

A handwritten signature in dark ink, appearing to read "Eric Johnson", with a long horizontal flourish extending to the right.

Eric Johnson
Community Development Director
City of Hermantown

Working together to serve and build our community.

5105 Maple Grove Road, Hermantown, MN 55811
218-729-3600 hermantownmn.com

CH-Eric Johnson

From: Dan Lessor <Dan.Lessor@mortenson.com>
Sent: Friday, December 5, 2025 2:02 PM
To: CH-Eric Johnson
Cc: CH-Chad Ronchetti; Chris Bates
Subject: Application and Review extension request
Attachments: 11102025 Mortenson Letter.pdf

Mr. Johnson,

In follow-up to the letter dated November 10, 2025 (attached), Mortenson is requesting a 150-day extension to revise the application materials and request review and approval. We look forward to continuing our partnership with the City of Hermantown to ensure this project reflects the values and priorities of the community while meaningfully participating in the public process.

Sincerely,

Dan Lessor, VP of Real Estate
Mortenson Development, Inc.
700 Meadow Lane North, Minneapolis, MN 55422
425.444.1935
Dan.Lessor@mortenson.com





M. A. Mortenson Company
700 Meadow Lane North
Minneapolis, MN 55422

main 763.522.2100
fax 763.287.5430
www.mortenson.com

November 10, 2025

Wayne Boucher
Mayor

Joe Peterson
City Councilor

John Geissler
City Councilor

Brian LeBlanc
City Councilor

Andy Hjele
City Councilor

Matt Fournier
Planning & Zoning Commissioner

Corey Kloquist
Planning & Zoning Commissioner

Amanda Radzak
Planning & Zoning Commissioner

Beth Wentzi
Planning & Zoning Commissioner

Ryan Johnson
Planning & Zoning Commissioner

Kevin Hagen
Planning & Zoning Commissioner

Joe Peterson
Planning & Zoning Commissioner

John Stauber
Planning & Zoning Commissioner

Dear Mr. Mayor, City Councilors and Planning Commissioners,

We are writing to inform you that the project team will be respectfully removing its request of review and approval from the Planning and Zoning meeting agenda on November 18, 2025 and the City Council agenda on December 1, 2025.

We take the public's requests for more information seriously, and for this reason, our team is committed to hosting an open house to answer questions and provide further facts about the project. We are working on securing a date and venue that is adequately sized and appropriate to foster meaningful dialogue.

The project team understands the significance of the proposed project, not just as an infrastructure investment, but as a long-term relationship with residents, business owners, the City of Hermantown, St. Louis County, and the greater Northland region.

We look forward to continuing our partnership with the City of Hermantown to ensure this project reflects the values and priorities of the community while meaningfully participating in the public process.

Sincerely,

Dan Lessor
Mortenson Development, Inc.

CITY OF HERMANTOWN

City Council Meeting

Monday, December 1, 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: John Mulder, City Administrator; Alissa McClure, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Assistant City Administrator; Kevin Orme, Director of Finance & Administration; Jim Crace, Director of Public Safety; Zach Graves, Fire Chief; David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 47

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

A. Truth In Taxation Hearing

This public hearing opened at 6:33 p.m. and closed at 6:36 p.m. with the following public comment:

Jackie Dolentz, 5842 Old Hwy 2 - Ms. Dolentz expressed concern about the significant increase in her property's market value since 2019.

A. 2025-176 Resolution Adopting The Final 2025 Property Tax Levy Collectible In 2026 In The Amount Of \$10,112,191

(motion, roll call)

Motion to approve 2025-176 Resolution Adopting The Final 2025 Property Tax Levy Collectible In 2026 In The Amount Of \$10,112,191. 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

B. 2025-177 Resolution Adopting The Final 2026 City General Fund Budget In The Amount Of \$9,864,686 And The Overall Budget Of \$28,022,830

(motion, roll call)

Motion to approve 2025-177 Resolution Adopting The Final 2026 City General Fund Budget In The Amount Of \$9,864,686 And The Overall Budget Of \$28,022,830. 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

6. COMMUNICATIONS

A. Correspondence 25-700 through 25-737 placed on file

7. PRESENTATIONS

8. PUBLIC DISCUSSION

Jeffrey Donahue, 5540 Pine Hill Road, Midway Township - Mr. Donahue stated his opposition to the proposed data center, arguing that the project is incompatible with a residential area and should not have been rezoned. He cited anticipated noise levels, environmental concerns, and the scale of electrical use. He noted that the majority of residents do not support the project and urged the Council to rezone the property back to its previous classification.

Allison Hafften, 5971 St. Louis River Road - Ms. Hafften described the rural qualities of her neighborhood that influenced her decision to live there and expressed concern that

the data center would negatively affect quiet nights and dark skies. She stated that her home is less than a mile from the rezoned area and fears the project will harm her property and quality of life.

Alethea Montgomery, 5713 St. Louis River Road - Ms. Montgomery stated that she has lived in Hermantown since 2006 and that her property borders the proposed project area. She expressed concern about stormwater impacts, potential flooding, and declining property values. She stated that she has worked to support local wildlife on her land and believes the data center is incompatible with the area. She voiced her opposition to the project.

Derek Strom, 5853 Hwy 194 - Mr. Strom expressed dissatisfaction with city leadership and concerns about financial management, including the use of stormwater fees. He stated that he has requested public data regarding the data center and emphasized that such information must be released under the Minnesota Government Data Practices Act. He stated that residents feel uninformed and that he intends to hold officials accountable.

Annette Ralph, 5781 St. Louis River Road - Ms. Ralph expressed concern that residents near the project area are being disregarded. She questioned the impact on wetlands and suggested that increased tax revenue is the primary motivation for the project. She stated that the financial benefit is minimal compared to the impact on neighboring residents and suggested the facility could be located elsewhere.

Noel Donahue, 5540 Pine Hill Road - Ms. Donahue stated that although she lives in Midway Township, she is concerned about the negative impacts the data center would have on surrounding communities. She expressed frustration that Midway Township was not included in discussions and argued that the project benefits Hermantown at the expense of neighboring residents. She stated that moving forward with the project would harm people's homes and lives.

Emma Richtman, 5215 Chris Drive - Ms. Richtman stated that many residents are feeling exhausted and unheard. She expressed disappointment that council support for the rezoning does not reflect the views of all voters. She stated that the issue has been emotionally taxing and asked for more meaningful dialogue with the Council.

Bob Kohlmeier, 5757 St. Louis River Road - Mr. Kohlmeier expressed concern about transparency and the use of nondisclosure agreements related to the project. He referenced a recent editorial discussing the issue of "silence" in public decision-making and stated that he is worried about the effect on democratic processes.

9. **MOTIONS**

10. **CONSENT AGENDA**

- A. **2025-178 Resolution Approving Pay Request Number 2 For Keene Creek Trail Segment 4 Construction To Veit & Company In The Amount Of \$345,937.75**

- B. **Minutes** - Approval or correction of November 17, 2025 City Council Continuation Minutes, and November 25, 2025 City Council Work Session Minutes
- C. **Accounts Payable** - Approve general city warrants from November 16, 2025 through November 30, 2025 in the amount of \$1,518,272.92

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**

- A. **2025-20 An Ordinance Renewing A Franchise Granted To Mediacom Minnesota, LLC To Construct, Operate And Maintain A Cable Television System In The City Of Hermantown; Setting Forth Conditions Relating To The Continuation Of The Franchise; Providing For The Regulation And Use Of The Cable Television System; And Prescribing Penalties For The Violation Of Its Provisions**

(second reading)

(motion, roll call)

Motion to approve 2025-20 An Ordinance Renewing A Franchise Granted To Mediacom Minnesota, LLC To Construct, Operate And Maintain A Cable Television System In The City Of Hermantown; Setting Forth Conditions Relating To The Continuation Of The Franchise; Providing For The Regulation And Use Of The Cable Television System; And Prescribing Penalties For The Violation Of Its Provisions. This motion, made by Councilor Peterson 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

- B. **2025-21 An Ordinance Granting To Minnesota Power A Nonexclusive Franchise To Construct, Operate, Repair And Maintain In The City Of Hermantown, Minnesota, An Electric Distribution System And Transmission Lines, Including Necessary Poles, Lines, Fixtures And Appurtenances, For The Furnishing Of Electric Energy To The City, Its Inhabitants, And Others, And To Use The Public Ways And Public Grounds Of The City For Such Purposes; And Prescribing Certain Terms And Conditions Thereof**

(second reading)

(motion, roll call)

Motion to approve 2025-21 An Ordinance Granting To Minnesota Power A Nonexclusive Franchise To Construct, Operate, Repair And Maintain In The City Of Hermantown, Minnesota, An Electric Distribution System And Transmission Lines, Including Necessary Poles, Lines, Fixtures And Appurtenances, For The Furnishing Of Electric Energy To The City, Its Inhabitants, And Others, And To Use The Public Ways And Public Grounds Of The City For Such Purposes; And Prescribing Certain Terms And Conditions Thereof. 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

- C. **2025-22 An Ordinance Imposing A Franchise Fee On Minnesota Power**

(first or second reading)

(motion, roll call)

Motion to approve 2025-22 An Ordinance Imposing A Franchise Fee On Minnesota Power. 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

- D. **2025-23 An Ordinance Of The City Of Hermantown, Minnesota, Amending Chapter 18 Of The Hermantown Zoning Code By Adding A New Section 1830, Accessory Dwelling Units**

(first reading)

12. **RESOLUTIONS**

- A. **2025-179 Resolution Authorizing The Publication Of A Summary Of An Ordinance Renewing A Franchise Granted To Mediacom Minnesota LLC**

(motion, roll call)

Motion to approve 2025-179 Resolution Authorizing The Publication Of A Summary Of An Ordinance Renewing A Franchise Granted To Mediacom Minnesota LLC. This motion, made by Councilor LeBlanc 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. **2025-180 Resolution Authorizing The Publication Of A Summary Of An Ordinance Granting To Minnesota Power**

(motion, roll call)

Motion to approve 2025-180 Resolution Authorizing The Publication Of A Summary Of An Ordinance Granting To Minnesota Power. This motion, made by Councilor Peterson 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

C. **2025-181 Resolution Adopting Assessment Roll For Delinquent Utility Charges For 2025**

(motion, roll call)

Motion to approve 2025-181 Resolution Adopting Assessment Roll For Delinquent Utility Charges For 2025. 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

D. **2025-182 Resolution Approving Application Of Assessment Roll Number 541A-55 For Deferral Of Assessment Against The Property For The Construction Of Road Improvement District No. 541 & 542 ("Hardship Deferral")**

(motion, roll call)

Motion to approve 2025-182 Resolution Approving Application Of Assessment Roll Number 541A-55 For Deferral Of Assessment Against The Property For The Construction Of Road Improvement District No. 541 & 542 ("Hardship Deferral"). 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

E. **2025-183 Resolution Authorizing The City Of Hermantown To Participate In The St. Louis County Maintenance Programs**

(motion, roll call)

Motion to approve 2025-183 Resolution Authorizing The City Of Hermantown To Participate In The St. Louis County Maintenance Programs. 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

F. **2025-184 Resolution Authorizing A Contract For Managed IT Services With Computer Integration Technologies, Inc. (“CIT”)**

(motion, roll call)

Motion to approve 2025-184 Resolution Authorizing A Contract For Managed IT Services With Computer Integration Technologies, Inc. (“CIT”). 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

G. **2025-185 Resolution Approving Preliminary And Final Planned Unit Development With JLG Enterprises Of Hermantown LLP For The Peyton Acres Planned Unit Development**

(motion, roll call)

Motion to approve 2025-185 Resolution Approving Preliminary And Final Planned Unit Development With JLG Enterprises Of Hermantown LLP For The Peyton

Acres Planned Unit Development. 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

H. **2025-186 Resolution Approving Preliminary And Final Plat Of Peyton Acres Phase 4 And Imposing Conditions On The Final Plat**

(motion, roll call)

Motion to approve 2025-186 Resolution Approving Preliminary And Final Plat Of Peyton Acres Phase 4 And Imposing Conditions On The Final Plat. 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

I. **2025-187 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Shoreland Overlay Area**

(motion, roll call)

Motion to approve 2025-187 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Shoreland Overlay Area. This motion, made by Councilor LeBlanc and seconded by Councilor Hjelle, Carried.

Councilor John Geissler: Abstain

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Abstain

Mayor Wayne Boucher: Yea

Yea: 3, Nay: 0, Abstain: 2

J. **2025-188 Resolution Naming Softball Field At Rose Road “Tom Bang Field”**

(motion, roll call)

Motion to approve 2025-188 Resolution Naming Softball Field At Rose Road “Tom Bang Field”. 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 7:34 p.m. 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

ATTEST:

Mayor

City Clerk

CITY OF HERMANTOWN

CHECKS #72683-72731
12/01/2025 - 12/15/2025

PAYROLL CHECKS

Electronic Checks - #-63280-63327	\$114,524.70
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LIABILITY CHECKS

Electronic Checks - #-63328-63329	\$96,846.14
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Electronic Checks - #-63274-63279	\$88,466.97
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Checks - #72731	\$1,376.32
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PAYROLL EXPENSE TOTAL	\$301,214.13
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ACCOUNTS PAYABLE

Checks - #72683-72709	\$168,171.08
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Checks - #72717-72730	13555.91
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Electronic Payments #-97631-97659	\$226,977.04
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ACCOUNTS PAYABLE TOTAL	\$408,704.03
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TOTAL	\$709,918.16
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12/11/2025

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	368.78	-97659
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,561.01	-97659
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	193.25	-97659
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	48.15	-97659
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	149.90	-97659
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	157.91	-97659
101	422100	Fire Administration	AT&T MOBILITY	Cell Phones FD	385.74	-97659
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C458 Nov 2	117.87	-97658
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300i	103.55	-97658
101	421100	Police Administration	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300 & C33	119.58	-97657
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility 40%	127.70	-97656
101	424100	Building Inspection	KWIK TRIP EXTENDED NETWORK	Gas Building Offical	46.35	-97656
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	80.68	-97656
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	3,479.62	-97656
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	221.35	-97656
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	179.00	-97656
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility 60%	191.56	-97656
101	422100	Fire Administration	KWIK TRIP EXTENDED NETWORK	Gas FD	1,017.64	-97656
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	172.51	-97655
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	107.82	-97655
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	5,382.51	-97655
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	85.69	-97655
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	150.95	-97655
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas - CH/PD	621.38	-97655
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas Old CH	347.52	-97655
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas - FH #1	759.46	-97655
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Old CH	38.61	-97655
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	809.46	-97655
101	431100	Street Department	BFIRST INDUSTRIAL	Nuts/Bolts	26.08	-97654
101	431100	Street Department	BFIRST INDUSTRIAL	Drill bits	300.90	-97654
101	452100	Parks	BELKNAP PLUMBING & HEATING	Winterize Buildings - Fichtner	210.00	-97653
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.03	-97652
101	421100	Police Administration	DRYER & PETERSON, P.C.	Prosecution Services Nov 2025	6,751.77	-97651
101	452100	Parks	ELITE PORTABLE TOILETS, LLC	Portable Toilets	795.00	-97650
101	452100	Parks	ELITE PORTABLE TOILETS, LLC	Portable Toilets	85.00	-97650
101	452100	Parks	ELITE PORTABLE TOILETS, LLC	Portable Toilets	670.00	-97650
101	419901	City Hall & Police Building Maintenance	FIREPRO SPRINKLER SPECIALISTS, INC	Sprinkler Service - CH	1,389.27	-97649
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Nov 25 Locates	71.28	-97648

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Nov 25 Locates	47.52	-97648
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling Nov 2025-129	530.96	-97647
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal Nov 2025 -	200.03	-97647
101	431901	City Garage	INNOVATIVE OFFICE SOLUTIONS, LLC	Toner - PW Printer	223.92	-97646
101	421100	Police Administration	KIESLER'S POLICE SUPPLY, INC.	Glock Pistol Firearms	1,464.00	-97645
101	421100	Police Administration	KIESLER'S POLICE SUPPLY, INC.	Holsters	2,655.48	-97645
101	431100	Street Department	MENARD INC	Snow Shovels	190.90	-97644
101	422901	Firehall #1 Maple Grove Road	MENARD INC	Drywall Panel/Tape Measures	20.16	-97644
601	494300	Water Distribution	MENARD INC	iPad Charging Cords	19.98	-97644
101	421100	Police Administration	MENARD INC	Swiffer Wet jet & Cleaner	63.79	-97644
101	431901	City Garage	MENARD INC	Outlet Covers	11.97	-97644
101	431100	Street Department	MENARD INC	Brine Tank Parts	70.59	-97644
101	452100	Parks	MENARD INC	Gate Parts - Trails	107.43	-97644
101	422901	Firehall #1 Maple Grove Road	MENARD INC	Drillbit/2-Sided Red	124.83	-97644
101	431100	Street Department	MENARD INC	Hose Cap	10.99	-97644
602	494500	Sewer Maintenance	WLSSD	Nov Wastewater Charges 113025H	50,621.00	-97643
415	465200	Community Development	WLSSD	CAF Fee - Northstar Ford Hocke	15,980.00	-97643
101	431100	Street Department	VEIT DISPOSAL SYSTEMS	Debris Disposal	510.00	-97642
412	419100	Community Development	VEIT DISPOSAL SYSTEMS	Keene Creek Trail Segment 4	46,242.20	-97642
101	421100	Police Administration	VC3, INC.	SIEM/SOAR - Nov	2,672.16	-97641
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trail Project	29,897.50	-97640
415	465200	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Ice Arena	375.00	-97640
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Market Place Meeting	190.00	-97640
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lightning Drive - SID # 452	380.00	-97640
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Construction Standards	1,625.00	-97640
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Engwall Site Dev	190.00	-97640
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Miller Business Park	570.00	-97640
101	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Peyton Property Development	380.00	-97640
230	465100	HEDA	NORTHLAND CONSULTING ENGINEERS L.L.P.	Birch Hills	800.00	-97640
230	465100	HEDA	NORTHLAND CONSULTING ENGINEERS L.L.P.	Keene Creek Subdivision	2,110.00	-97640
230	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Project Loon	380.00	-97640
230	465100	HEDA	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hawkline Business Park	3,930.00	-97640
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Preagenda/City Council/Four Sq	2,280.00	-97640
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	STGB Meeting Fed Aid	475.00	-97640
101	490000	Miscellaneous Functions	TERCH & ASSOCIATES CONSULTING, LLC	Nov 25 HR Services	481.25	-97639
475	431150	Street Improvements	OVEROM LAW, PLLC	Hermantown and Old Midway Rd I	154.00	-97638
260	456101	Cable	OVEROM LAW, PLLC	2023 Mediacom Franchise Renewa	336.00	-97638
101	416100	City Attorney	OVEROM LAW, PLLC	2025 Construction Contract Upd	84.00	-97638

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	416100	City Attorney	OVEROM LAW, PLLC	Department of Labor and Indust	56.00	-97638
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,200.00	-97638
101	416100	City Attorney	OVEROM LAW, PLLC	Minnesota Power Franchise Agre	532.00	-97638
101	416100	City Attorney	OVEROM LAW, PLLC	Cannabis Licensing	140.00	-97638
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Procedures	84.00	-97638
101	424100	Building Inspection	OVEROM LAW, PLLC	Point Superior Mobile Estates	1,564.00	-97638
101	424100	Building Inspection	OVEROM LAW, PLLC	Maple Fields Tenants' Remedies	238.00	-97638
415	465200	Community Development	OVEROM LAW, PLLC	KA Contract Administration - N	51.00	-97638
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	HEDA: Project Loon Development	1,394.00	-97638
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Project Loon MCEA Litigation	1,491.00	-97638
101	419100	Community Development	OVEROM LAW, PLLC	2025 Oppidan Townhouse Dev	51.00	-97638
101	419100	Community Development	OVEROM LAW, PLLC	Correction of Airport Restrict	84.00	-97638
101	416100	City Attorney	OVEROM LAW, PLLC	Damage to Property Claims	84.00	-97638
101	419100	Community Development	OVEROM LAW, PLLC	Titan Premier Title Matter	210.00	-97638
101	416100	City Attorney	OVEROM LAW, PLLC	Deferrals of Assessments	390.00	-97638
412	419100	Community Development	OVEROM LAW, PLLC	Rec Facility: Trail Con - Emin	404.00	-97638
101	421100	Police Administration	OVEROM LAW, PLLC	Jon Hanson Complaint against H	572.00	-97638
101	416100	City Attorney	OVEROM LAW, PLLC	Purchase of 5180 W. Arrowhead	68.00	-97638
101	416100	City Attorney	OVEROM LAW, PLLC	City Clerk Matters	350.00	-97638
475	431150	Street Improvements	OVEROM LAW, PLLC	Hermantown and Old Midway Rd I	126.00	-97638
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	HEDA: Project Loon Watermain E	221.00	-97638
230	465100	HEDA	OVEROM LAW, PLLC	Hawklne Infrastructure Develo	2,573.00	-97638
101	421100	Police Administration	OVEROM LAW, PLLC	2024 Police Department Personn	98.00	-97638
101	421100	Police Administration	SYMBOLARTS	Badges - PD	840.00	-97637
101	415300	Administration & Finance	PRO PRINT INC	#10 Regular Envelopes	283.11	-97636
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Dec - Clinton Jones	84.39	-97635
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Dec - Clinton Jone	759.51	-97635
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Dec - Kristi Hansen	90.68	-97635
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Dec - Kristi Hansen	816.12	-97635
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	556.75	-97634
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	117.35	-97634
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	-52.75	-97634
601	494400	Water Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97633
101	415300	Administration & Finance	WEX HEALTH INC	Monthly Participant /Cobra Fee	36.14	-97633
602	494900	Sewer Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97633
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97633
101	431100	Street Department	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97633
101	422100	Fire Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97633

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97633
101	421100	Police Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	90.79	-97633
230	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Project Loon	3,040.00	-97632
601	212200	Credit Card Payable	FIRST BANKCARD	Orme ZOOM	5.48	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Gottschald Travel Meals	638.72	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp US Postal	7.14	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp ULINE	181.89	-97631
602	212200	Credit Card Payable	FIRST BANKCARD	Orme ZOOM	5.48	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Psenst Travel Meal	40.28	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	SJohnson Michaels	35.94	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Amazon	48.44	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	LHedin Valvoline	142.47	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp POSP	50.00	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Orme ZOOM	16.44	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Crace OverLimit Fee	39.00	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Sam's Heinbuch	44.99	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Gottschald Firestone	98.86	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Sam's Heinbuch	97.80	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Sam's Heinbuch	110.60	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Holmes Best Buy	19.97	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	ICCS- Heinbuch	43.78	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Fleet Farm	149.99	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Sam's Heinbuch	81.92	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Bestwestern Hotel	5,453.99	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Amazon	50.47	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	SJohnson Office Max	30.54	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Amazon	71.37	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Amazon	175.00	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	SJohnson ICC	93.00	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Holmes DADS	360.49	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Sam's Heinbuch	40.96	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	SJohnson Office Apple.com	0.99	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	ZGraves Sam's	85.92	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	ZGraves Amazon	229.08	-97631
601	212200	Credit Card Payable	FIRST BANKCARD	ABjonskaas	115.71	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	JMulder Panera	22.10	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	MGunderson Clothing	223.99	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Psenst Kwik Trip	170.78	-97631

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	212200	Credit Card Payable	FIRST BANKCARD	MGunderson Sam's	622.97	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Sam's Heinbuch	19.98	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	SJohnson Pearson	299.97	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Jesterbrooks Amazon	93.20	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Jesterbrooks Kwik Trip	25.02	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	Korme MN DEED	255.38	-97631
601	212200	Credit Card Payable	FIRST BANKCARD	Korme MN DEED	127.69	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	ZGraves Amazon	1,147.47	-97631
601	212200	Credit Card Payable	FIRST BANKCARD	PSenst Adobe	10.88	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	LHedin Travel Meals	769.71	-97631
602	212200	Credit Card Payable	FIRST BANKCARD	PSenst Adobe	10.88	-97631
601	212200	Credit Card Payable	FIRST BANKCARD	Psenst Foster's	113.80	-97631
101	212200	Credit Card Payable	FIRST BANKCARD	LHedin Kwik Trip	668.87	-97631
602	212200	Credit Card Payable	FIRST BANKCARD	Korme MN DEED	127.69	-97631
101	421100	Police Administration	PETTY CASH	Compliance Checks - PD	300.00	72683
101	214000	Security Deposits Payable	3W PROPERTIES INC	Driveway Deposit Refund - 4929	250.00	72684
401	431100	Street Department	A W KUETTEL & SONS INC	Eyeblink on - Plow Truck H 28	1,771.00	72685
101	421100	Police Administration	ANIMAL ALLIES HUMANE SOCIETY	Oct 2025 Boarding	516.00	72686
415	465200	Community Development	ARCHITECTURAL TESTING, INC.	Building Enclosure - NorthStar	9,262.50	72687
605	431160	Street Lighting	ARCHKEY SOLUTIONS	Underground Street Light Repai	1,791.92	72688
101	419901	City Hall & Police Building Maintenance	BENSON ELECTRIC COMPANY	Blower Motor Inspection	261.03	72689
605	431160	Street Lighting	BENSON ELECTRIC COMPANY	Maple Grove Light Pole	9,900.00	72689
251	421100	Police Administration	BRODIN STUDIOS, INC.	K-9 Retirement Plaques	591.90	72690
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72691
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.07	72691
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	62.23	72691
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	72691
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.07	72691
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	42.55	72691
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	140.29	72691
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72691
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	30.72	72691
101	214000	Security Deposits Payable	CLEAR VISION BUILDERS	Driveway Deposit Refund - 38XX	250.00	72692
101	490000	Miscellaneous Functions	COSTIN GROUP MN	City Lobbyist	1,500.00	72693
101	421100	Police Administration	CROW-GOEBEL VETERINARY CLINIC, P A	Vet - Bruno	72.10	72694
230	465100	HEDA	DAMON FARBER ASSOCIATES, INC.	24-227 Uptown Hermantown	6,196.00	72695
101	421100	Police Administration	DULUTH DETAIL	Vehicle Detail - SQD 22	200.00	72696
101	421100	Police Administration	DULUTH DETAIL	Vehicle Detail - SQD 19	200.00	72696

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	DULUTH DETAIL	Vehicle Detail - SQD 20	200.00	72696
101	421100	Police Administration	DULUTH DETAIL	Vehicle Detail - SQD 14	200.00	72696
101	321900	Misc Licenses	EASTERLING, DALE	Refund for Overcharge on Credi	28.75	72697
101	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2025 Financial Management Plan	7,227.50	72698
101	422100	Fire Administration	FIRE SAFETY USA	Mirror's - Ladder 1	374.29	72699
101	214000	Security Deposits Payable	HANSON, FRANK	Driveway Refund - 3984 Lavaque	250.00	72700
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing Planning and Zo	99.00	72701
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Nov 3 2025 Minutes	123.75	72701
101	421100	Police Administration	HERMANTOWN STAR LLC	Proposed Wrecker Service - PD	123.75	72701
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Proposed Budget & Property Tax	156.75	72701
101	419901	City Hall & Police Building Maintenance	IMPERIALDADE	Carpet Cleaner Supplies for An	162.27	72702
415	465200	Community Development	KFI ENGINEERS	Northstar Ford Arena	2,114.00	72703
462	465120	Economic Development	KTJ 360	2nd Half City Tax Abatement fo	47,746.66	72704
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	CylDrRntSfEnvFee10/20-11/20	64.73	72705
101	214000	Security Deposits Payable	MAIDA, JOSHUA	Driveway Deposit Refund - 54XX	250.00	72706
461	431150	Street Improvements	MILLS PROPERTIES, INC.	2nd Half City Tax Abatement 20	7,062.85	72707
461	431150	Street Improvements	MILLS PROPERTIES, INC.	2nd Half City Tax Abatement 20	62,303.68	72707
601	220110	Water Test Fee Payable	MN DEPARTMENT OF HEALTH	Water Supply Serv Connect fee	5,832.00	72708
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Dec 2025 Internet	90.00	72709
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Dec 2025 Internet	360.00	72709
101	214000	Security Deposits Payable	TANSKI, AMBER	Driveway Deposit Refund - 3737	250.00	72717
101	431100	Street Department	TERHAAR, JERRIE	Reimburse Safety Boots	82.75	72718
602	494500	Sewer Maintenance	TERHAAR, JERRIE	Reimburse Safety Boots	41.37	72718
601	494300	Water Distribution	TERHAAR, JERRIE	Reimburse Safety Boots	41.37	72718
101	214000	Security Deposits Payable	TITAN PREMIER	Driveway Deposit Refund - 5186	250.00	72719
101	214000	Security Deposits Payable	TRACEY, MICHAEL	Driveway Deposit Refund - 3983	250.00	72720
101	422100	Fire Administration	TROY'S SERVICE CENTER	Vehicle Repair - Rescue 1	687.43	72721
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 18	95.66	72721
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 14	97.16	72721
101	421100	Police Administration	TROY'S SERVICE CENTER	Tires - SQD 11	838.00	72721
101	214000	Security Deposits Payable	URSHAN, JORDAN	Driveway Deposit Refund - 5577	250.00	72722
101	214000	Security Deposits Payable	VAN BAALEN, ERIK	Driveway Deposit Refund - 4033	250.00	72723
101	421100	Police Administration	MOTOROLA SOLUTIONS, INC.	Portable Radio - PD	1,277.48	72724
101	214000	Security Deposits Payable	MYHRE, TYLER	Driveway Deposit Refund - Rose	250.00	72725
601	494300	Water Distribution	NAPA AUTO PARTS	Oil Filter - H-22	29.97	72726
101	431100	Street Department	NAPA AUTO PARTS	DEF Fluid	460.00	72726
101	214000	Security Deposits Payable	NORDSKI CONSTRUCTION	Driveway Deposit Refund - 3825	500.00	72727
101	431901	City Garage	OXYGEN SERVICE COMPANY	Acetylene Gas Bottle Rent	19.80	72728

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	POMP'S TIRE SERVICE INC	Motor Grader Tires	7,785.05	72729
101	421100	Police Administration	SHEL/DON GROUP INC	Business Cards - Kostiuk	99.87	72730

Totals: 230 records printed

408,704.03

CITY COUNCIL MEETING DATE: December 15, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Amendment to Chapter 18 of the Hermantown Zoning Code by adding Section 1830, Accessory Dwelling Units

☐ **RESOLUTION:** ☒ **ORDINANCE:** 2025-23 ☐ **OTHER:**

REQUESTED ACTION

Conduct a second reading on an amendment to Chapter 18 of the Hermantown Zoning Code by adding Section 1180, Accessory Dwelling Units.

BACKGROUND

City staff has been discussing the addition of accessory dwelling units (ADU) to residentially zoned districts for the past 22 months. In January 2024, ADU's were discussed at the Planning and Zoning Commission meeting. There was a general support of ADU's from the Commission but no further action was taken at the time.

This item was also discussed with the City Council in April 2025, with the City Council directing staff to start the process by which ADU's could be incorporated into the City's residentially zoned districts.

Recently, there has been requests from City residents to allow ADU's in residential areas. As a result, City staff has reviewed other municipalities to understand what they allow and under what conditions.

Staff reviewed zoning ordinances from the following communities:

- St. Louis County
- City of Duluth
- City Minneapolis
- City of Richfield
- City of Northfield
- City of Burnsville
- City of White Bear Lake
- City of Golden Valley

All of these communities allowed ADU's and identified conditions under which they could be permitted.

The proposed ordinance amendment proposes the following:

- Minimum size: 350 square feet

- Maximum size: 1,000 square feet
- Primary residence owner must live on premises
- Water and sewer connections from primary structure or direct connection to City services
- Minimum of 1 additional parking space for the ADU
- May be part of a garage or separate structure
- Maximum height of 35 feet
- Same setback requirements as underlying residential district
- Review and approval to be conducted on a staff basis

Staff will prepare an application for Accessory Dwelling Structures, with a proposed application fee being \$350.00, which is the same as an administrative parcel split.

A public hearing for this item was held at the November 18, 2025 Planning and Zoning Commission meeting. There were no members of the public who spoke to the item with the Planning and Zoning Commission recommended the item to the City Council for their review and approval.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Ordinance
Community Analysis

Ordinance No. 2025-23

The City Council of the City of Hermantown Does Ordain:

An Ordinance Of The City Of Hermantown, Minnesota, Amending Chapter 18 Of The Hermantown Zoning Code By Adding A New Section 1830, Accessory Dwelling Units

Section 1. Purpose and Intent. The purpose of this Ordinance is to allow for and regulate the location, placement, design and use of accessory dwelling units in the City of Hermantown to broaden the range of its housing options.

Section 2. Amendment to Heading. The City of Hermantown Zoning Code is hereby amended by revising Chapter 18's heading to read as shown:

“Chapter 18. Home Occupations and Accessory Dwelling Units.”

New language is underlined.

Section 3. Addition to Code. The City of Hermantown Zoning Code is hereby amended by adding a new Section 1830, Accessory Dwelling Units, to read as shown on Exhibit A attached hereto.

Section 4. Added to Zoning Code. The terms and provisions of this ordinance shall be amended in the appropriate place in the Hermantown Zoning Code, after adoption and becoming effective.

Section 5. Effective Date. The provisions of this Ordinance shall be effective after adoption immediately upon publication once in the official newspaper of the City of Hermantown and upon recording with the St. Louis County Recorder's Office.

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 1830 - Accessory Dwelling Units.

1830.1. **Purpose.** The purpose of this section is to allow for and regulate the location, placement, design, and use of Accessory Dwelling Units (ADU) that broadens the range of housing options in the City of Hermantown (“City”).

1830.2. **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1830.2.1. **Accessory Dwelling Unit.** A smaller, independent residential dwelling unit located on the same lot as a stand-alone single-family home.

1830.2.2. **Finished Space.** the area within a house which is suitable for human habitation including suitable finished basement areas but excluding garages, services areas and unfinished portions of the building.

1830.2.3. **Owner.** The person who holds fee title or is a bona fide purchaser under a contract for deed of the property.

1830.2.4. **Detached ADU.** An accessory dwelling unit which is stand-alone from the principal structure, or which is incorporated into an existing stand-alone accessory structure.

1830.3. **General Regulations.** Accessory dwelling units shall not be created or used except in conformity with the following requirements:

1830.3.1. Accessory dwelling units shall only be allowed on lots in residential zoning districts that have a single-family home present.

1830.3.2. There shall be no more than one accessory dwelling unit allowed per lot.

1830.3.3. The owner must have permanent residence established at the property and reside in either the principal or accessory dwelling.

1830.3.4. Accessory dwelling units shall provide complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

1830.3.5. A minimum of one additional off-street parking space shall be provided for the accessory dwelling unit in addition to those required for the principal dwelling.

1830.3.6. Utility connections for the accessory dwelling unit shall be connected to City sanitary sewer and water services, or, if applicable, connected to the private well and industrial sewage treatment system serving the principal dwelling on the lot if said principal dwelling is not otherwise serviced by or required to be served by City sewer and water services and the same shall be in compliance with City Code.

1830.3.7. All other provisions of zoning code relating to single-family dwelling units shall be met, unless specifically amended by this code section.

1830.3.8. Accessory dwelling units shall have the same address as the principal structure. Prior to occupancy the owner shall notify the Hermantown Fire Department and register the ADU with their Community Connect program so that emergency responders are notified in the event of an emergency there are two distinct dwellings at the same address.

1830.3.9. Administration and Establishment.

1830.3.9.1. Establishment of an accessory dwelling unit shall require an administrative review by City Staff in addition to any required permits relating to construction.

1830.3.9.2. No accessory dwelling unit shall be created except in compliance with all applicable Minnesota State Building Code and related codes of the City;

1830.3.9.3. The accessory dwelling unit shall not be sold independently of the principal residential dwelling and may not be a separate tax parcel.

1830.4. **Detached ADUs.** Stand-alone accessory dwelling units shall be subject to the following requirements.

1830.4.1. Location Restrictions.

1830.4.1.1. The accessory dwelling unit is subject to all of the setback restrictions as the principal structure.

1830.4.1.2. The accessory dwelling unit must be a permanent structure affixed to a foundation.

1830.4.2. Size; Height Restrictions.

1830.4.2.1. The floor area of the accessory dwelling unit shall be no more than 50 percent of the home's gross living area, or 1,000 square feet, whichever is less.

1830.4.2.2. The accessory dwelling unit shall have a minimum floor area of 350 square feet.

1830.4.2.3. Detached accessory dwelling units shall be restricted to a maximum height of 35 feet.

1830.4.3. **Design Guidelines.**

1830.4.3.1. The detached accessory dwelling unit shall be designed and use materials which complement and match the existing principal dwelling and are compatible with the surrounding neighborhood in terms of design, form, height, materials and landscaping.

Accessory Dwelling Units – March 31, 2025

St. Louis County, MN

- 1 ADU allowed per 1 acre minimum lot in shoreland areas
- Maximum size – 700 square feet
- Maximum height – 20 feet
- ADU may be part of a garage
- ADU may not be used for commercial or rental purposes
- ADU must meet all setbacks per underlying zoning district
- ADU must have adequate septic along with principal structure
- Applies to both shoreland and non-shoreland areas
- ADU's are allowed on lots less than ½ acre in shoreland areas, however
 1. Maximum size – 250 square feet
 2. Maximum height – 14 feet

Duluth, MN

- Must be attached to permanent foundation (no RV's)
- Primary residential owner does not need to live on premises
- Maximum of 800 square feet. May not exceed square footage of principal structure
- 20 feet maximum height. May not exceed height of principal structure
- 1 additional parking space required
- Connected to public water and sanitary. May be stubbed from house or have its own services

Accessory dwelling units are secondary or subordinate dwelling units added to an existing one or two family dwelling; these are often called granny flats, mother-in-law homes, or carriage houses. These must be located on the same platted lot or tax parcel as a primary residential structure and must be owned by the same owner, but may be rented (with an approved rental permit from the Life Safety Division of the City of Duluth Fire Department).

Accessory dwelling units must provide the basic requirements for living, sleeping, cooking, eating, and sanitation, and are constructed on compliant permanent footings or foundation, with permanent connections to public sanitary sewer and water (which may be stubbed from the primary dwelling).

No recreational vehicle, or structure on a chassis, can be an accessory dwelling unit. Only one accessory dwelling unit is allowed per one or two family dwelling.

The city does not require that the owner of a primary residential structure with an accessory dwelling unit live on site. Traditionally that has been common, with the owner living on site in the primary residential structure and renting out the accessory dwelling to family or non-family members. But residency is not a requirement in the zoning code. The owner of the parcel that contains the primary and accessory dwellings may live outside the city or state.

Accessory dwelling units must not exceed 800 square feet of total floor space, nor shall it exceed the total floor area square footage of the principal structure. It should be designed and built consistent in

character and design with the primary dwelling, and shall not exceed the height of the principal residential structure or 20 feet, whichever is greater. In addition, at least one off-street parking space shall be provided in addition to off-street parking that is required for the primary dwelling.

Minneapolis, MN

- Minimum size – 300 square feet. Maximum size 800 square feet
- Maximum height – 21 feet
- Water and sewer connections are from primary structure

ADUs are accessory to both owner-occupied and non-owner-occupied single- and two-family dwellings.

Minimum ADU size is 300 sq. ft.; maximum is 800 sq. ft. Maximum building height is 21 feet.

Eaves/overhangs shall not extend closer than two feet to the lot line (exception for alley side). Openings (windows, doors, vents, etc.) are not permitted within three feet of side (shared) property line (exception for alley side).

Habitable space in the ADU and hallways, bathrooms, toilet rooms, laundry rooms shall have a ceiling height of not less than seven feet.

Water and sewer connections are specific to a PID number. A detached ADU is an accessory structure to the primary dwelling and is typically served through water and sewer service extensions from the primary structure to the ADU. However, dedicated water and/or sewer services to a detached ADU may be allowed in special circumstances. The layout and design of any new services shall be in accordance with engineering design standards and governing ordinances as well as the Minnesota Plumbing Code.

Richfield, MN

- No more than one ADU shall be allowed on a lot.
- ADU must be attached to a garage or to the primary residential structure. Standalone units are not allowed
- The lot must meet current width and depth requirements.
- The creation of an ADU shall not create a separate tax parcel.
- An owner of the property must live on the lot. Proof of homesteading shall be required, and a rental license is required for the non-owner-occupied unit.
- ADUs must have a minimum floor area of 300 square feet, and cannot exceed 800 square feet.
- Exterior materials for new ADU construction must match the structure to which the ADU is attached.
- On the main residential structure, no additional entrances facing the public street may be added.
- No exterior stairways constructed with raw or unfinished lumber may be added to access an ADU.
- Excess garage space may be converted to an ADU without replacement so long as at least two auto parking spaces are preserved.
- A minimum of three off-street parking spaces are required in order to add an ADU of any kind.

Northfield, MN

- ADUs can be located as part of a detached garage or can be their own separate structure. If the ADU is part of a garage, then the garage regulations should be followed.
- Limit on size: cannot exceed 50% of the gross floor area of the main home or 1,000 square feet, whichever is less.
- Constructed to be compatible with the main home and neighborhood.
- Must be at least 10 feet from the main home.
- Parking is not required, but have to provide unrestricted, improved access must be provided from the street to the ADU entrance.
- Must have a kitchen, bathroom, sanitary and water services.
- The ADU or main home may be rented if the owner of the property lives resides on the property.

Burnsville, MN

- Be built and maintained with a consistent look/style of the primary home
- Be constructed on a permanent foundation with no wheels
- Contain no more than two bedrooms
- Be a minimum of 300 square feet
- Not exceed more than 50% of the primary home's square footage
- Have 1 additional parking space for ADU

Garage Conversion: A garage cannot be converted into an ADU unless a new 440-square-foot (or larger) garage is built without the need for a variance

Entry Door: If the exterior door for the ADU is on the same wall as the primary residence front door, the doors must be at least 20 feet apart

Both attached and detached ADUs must be connected to and served by the same municipal water, sanitary sewer, gas and electric utility, private well and/or septic system as the primary home. Temporary water, sewer and electrical connections are not allowed.

Properties that contain an ADU must provide one additional off-street parking space (in addition to the two spaces required for the primary home). An additional garage may be constructed if it complies with all state and City regulations.

All dwellings must be built and maintained to comply with all City Codes, and residents must adhere to the following:

Property owner must live in either the primary residence or ADU as their permanent home a minimum of 185 days each year

An ADU cannot be subdivided or sold separately from the primary home

Park Dedication fees are required when adding an ADU. These, and any additional utility connection fees will be collected if and when a building permit is issued for renovations

White Bear Lake, MN

- ADUs shall be located in existing single family structures (principal or accessory), with the owner of the single family structure residing in the principal structure. Separate ownership of the accessory unit is not permissible
- Exterior modifications which detract from the single family character of the neighborhood will not be permitted
- ADUs shall not exceed 880 square feet or 40% of the habitable area within the single family home, whichever is less
- Where conditions or circumstances of a specific property make implementation of the zoning code standards impractical, City Council *may* alter the conditions of the section for the specific property in question
- If you are renting an ADU to a non-relative you are required to have a [rental license](#)

Begins with the homeowner submitting a [Land Use Application](#), including plans, to the Community Development Department

1. City staff brings the application to the Planning Commission and makes a recommendation for approval as-is, approval with additional conditions or denial. In turn, the Planning Commission hears the case and makes one of the above recommendations to City Council
2. City Council hears the case and has the final authority in approving or denying the application

The process typically takes 2-3 months and requires a non-refundable [application fee](#).

Golden Valley, MN

- One ADU per lot. An ADU is only allowed in conjunction with a single-family home.
- The property owner must reside in either the principal dwelling or ADU as either their sole or primary residence.
- Minimum floor area: 250 square feet
- Maximum floor area: 950 square feet or 35 percent of the home's livable floor area, whichever is less
- Height: 12 feet measured from the structure floor to the top plate or highest horizontal component of the frame building.
- Setbacks: 35' – Front yard; 10' – side yard; 25' – rear yard; 10' minimum from existing home
- Designed and use materials that complement and match the principal dwelling.
- Entrances shall only face the side or rear yard.
- One additional off-street parking space is required for the ADU above the minimum required for single-family homes. The creation of an ADU by conversion of garage space shall not reduce the home's provide off-street parking below the minimum requirements.
- Utility connections for the ADU shall be provided from the existing principal structure so long as adequate capacity exists or can be provided.

CITY COUNCIL MEETING DATE: December 15, 2025

TO: Mayor & City Council

FROM: Alissa McClure, City Clerk

SUBJECT: Write-In Registration Requirement

☒ **RESOLUTION:** 2025-189 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Adopt a resolution requiring write-in candidates to file a written request for votes in their name to be counted.

BACKGROUND

Minnesota Statutes §204B.09, Subd. 3(b) allows cities to require write-in candidates to file a written request before their votes can be counted. The request must be filed with the City Clerk no later than the 19th day before the city election.

This resolution will help speed up election night by preventing the need to tally write-in votes for non-serious entries such as “Anyone Else,” “Mickey Mouse,” etc. Only write-in votes for individuals who have filed the required form will be counted.

With this change, anyone who wants to be considered a write-in candidate will need to file a simple form with the City Clerk by the required deadline. Election judges will only count votes for individuals who have filed this request. This will reduce delays in election night reporting.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution

Resolution No. 2025-189

**Resolution Requiring Write-In Candidates To File A Written Request For Votes In Their
Name To Be Counted**

WHEREAS, Minnesota Statutes, Section 204B.09, subdivision 3(b), authorizes the governing body of a statutory or home rule charter city to adopt, by resolution, a requirement that write-in candidates must file a written request in order for votes for those candidates to be counted; and

WHEREAS, said statute further provides that such a resolution must be adopted no later than the close of the filing period for the office and that the written request must be filed with the chief election official no later than the 19th day before the city election; and

WHEREAS, the City of Hermantown serves as the filing officer for municipal elections and is responsible for ensuring compliance with all state election laws, deadlines, and administrative procedures; and

WHEREAS, this requirement ensures that election judges and tabulation officials can accurately identify eligible write-in candidates and properly count votes for those candidates in accordance with state law; and

WHEREAS, the City Clerk shall make available appropriate forms and instructions for individuals wishing to file as write-in candidates and shall provide public notice of this requirement in advance of each municipal election; and

WHEREAS, this requirement shall apply to all elective municipal offices appearing on the ballot, including but not limited to Mayor, City Council Member, and any other elective city positions, and shall remain in effect for all future municipal elections unless repealed or amended by City Council action;

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

1. Pursuant to Minnesota Statutes § 204B.09, subdivision 3(b), the City of Hermantown hereby requires all write-in candidates for municipal office to file a written request with the City Clerk in order for votes for that candidate to be counted.
2. The written request must be filed no later than the 19th day before the city election, as prescribed by Minnesota law.
3. The City Clerk is hereby directed to provide public notice of this requirement, prepare and distribute the necessary forms, and include this policy in the city's election information materials.
4. This resolution shall take effect immediately upon adoption and shall remain in force for all subsequent municipal elections unless repealed or amended by the City Council.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted December 15, 2025.



CITY COUNCIL MEETING DATE: December 15, 2025

TO: Mayor & City Council

FROM: Jim Crace, Chief of Police

SUBJECT: 2026-2027 Wrecker Services

☒ **RESOLUTION:** 2025-190 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

The Chief of Police recommends that the City issue the 2026-2027 towing contract to NASCAR Towing.

BACKGROUND

The City of Hermantown is required by ordinance to biannually request proposals for a towing contract. In comparing proposals, it appears that NASCAR will be most beneficial and cost effective to the City of Hermantown. Their quotes are more economical and they have provided quality service for the police department when we have used them on occasion throughout the years.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Comparison Worksheet

Resolution No. 2025-190

Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement With NASCAR Towing, LLC For Wrecker Service And Vehicle Storage For The City Of Hermantown Police Department

WHEREAS, the City is in need of wrecker service and vehicle storage; and

WHEREAS, the City solicited proposals for such services pursuant to a Request for Proposal; and

WHEREAS, NASCAR Towing, LLC has agreed to honor their proposal and enter into an agreement with the City; and

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

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

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 December 15, 2025.

	<u>Troy's</u>	<u>NASCAR</u>	<u>Notes</u>
<u>Standard Towing Services</u>			
Towing - Public Vehicles (Traffic Violations - Owner Responsibility)	\$95.00	\$95.00	
Towing - Public Vehicles (Traffic Violations - Police Forfeited -City Responsibility)		\$65.00	
After Hours Charges - (Between the hours of 1800-0800 hours)	\$50.00	\$25.00	
Service Call (Jump Starts, Vehicle Unlocks, Tire Change, etc)	\$125.00	\$65.00	
<u>Specialized Services</u>			
Medium / Heavy Towing		\$300.00	
Heavy Towing (per hour)		\$300.00	
Rotator service (per hour)		\$700.00	
Winching and recovery fees (per hour)	\$80.00	\$95.00	
<u>Storage</u>			
Outside Storage (Police Forfeit) first 72 hours	\$25.00	\$0.00	Troy's \$25/month
Inside Storage per day	\$50.00	\$40.00	
Outside Storage (Police Forfeit) per month		\$25.00	
Outside Storage (Public) per day	\$40.00	\$30.00	
<u>City Owned Vehicles</u>			
Towing (Squads, Light Trucks, etc)		\$0.00	
Service Call (Jump Starts, Vehicle Unlocks, Tire Change, etc)		\$0.00	
Medium/Heavy Towing (per hour)		\$250.00	
Heavy Towing (per hour)		\$300.00	
<u>Other</u>			
Admin Fees (State Notification)	\$20.00	\$20.00	



CITY COUNCIL MEETING DATE: December 15, 2025

TO: Mayor & City Council
FROM: Paul Senst Public Works Director
SUBJECT: Co-Op Agreement w/ SLC 2026 Road Striping

☒ **RESOLUTION:** 2025-191 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve a cooperative agreement with St. Louis County for Road Striping in 2026.

BACKGROUND

St Louis County (SLC) will be striping other roads in SLC. We will be working with SLC in a Co-Op agreement. Through this cooperative agreement, SLC will also seek bids and manage the contract for Road Striping on the City of Hermantown's Streets/Roads. Participating in cooperative agreements is more efficient way to purchase road repairs.

SOURCE OF FUNDS (if applicable)

101-431100

ATTACHMENTS

Resolution
Cooperative Agreement

Resolution No. 2025-191

**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 Maintenance Striping CP 0000-712914**

WHEREAS, St. Louis County has prepared a maintenance striping project to maintain pavement markings on its county highways, identified further as CP 0000-712914; and

WHEREAS, Hermantown has requested to participate in this maintenance striping project to maintain pavement markings on their city streets; and

WHEREAS, St. Louis County has approved Hermantown to participate in this maintenance striping project, which work hereafter will be referred to as the “Project”; and

WHEREAS, St. Louis County and Hermantown have each determined the locations, quantities and types of pavement markings on their respective highways and streets; and

WHEREAS, St. Louis County and Hermantown have agreed to participate in the Project costs as hereinafter set forth; and

WHEREAS, the City Administrator and City Council have reviewed the Agreement and believe that it is in the best interest of the City of Hermantown to approve the Agreement and authorize and direct the Mayor and City Clerk to execute and deliver it on behalf of the City of Hermantown.

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

1. An Agreement substantially in the form of the one attached hereto as Exhibit A is hereby approved.

2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City.

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 December 15, 2025.



Saint Louis County

Public Works Department • Richard H. Hansen Transportation & Public Works Complex
4787 Midway Road, Duluth, MN 55811 • Phone: (218) 625-3830

James T. Foldesi, P.E.
Public Works Director/
Highway Engineer

December 1, 2025

City of Hermantown
Paul Senst
5105 Maple Grove Rd
Hermantown, MN 55811
psenst@hermantownmn.com

Re: Cooperative Agreement for 2026 Maintenance Striping
CP 0000-712914

Dear Mr. Senst:

Please find enclosed, the Cooperative Agreement for the above listed project. Please have the proper City of Hermantown officials sign the agreement and return to me at clarkc2@stlouiscountymn.gov for further processing:

Once fully executed, a copy will be returned to you.

Sincerely,

Christine Clark
Contract Administration Manager

Enclosure(s)

**COOPERATIVE AGREEMENT
BETWEEN**

**ST. LOUIS COUNTY
AND
CITY OF HERMANTOWN**

THIS AGREEMENT, hereinafter referred to as the “Agreement,” is made and entered into between the COUNTY OF ST. LOUIS, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as “St. Louis County”, and the CITY OF HERMANTOWN, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as “Hermantown”.

WITNESSETH:

WHEREAS, St. Louis County has prepared a maintenance striping project to maintain pavement markings on its county highways, identified further as CP 0000-712914; and

WHEREAS, Hermantown has requested to participate in this maintenance striping project to maintain pavement markings on their city streets; and

WHEREAS, St. Louis County has approved Hermantown to participate in this maintenance striping project, which work hereafter will be referred to as the “Project”; and

WHEREAS, St. Louis County and Hermantown have each determined the locations, quantities and types of pavement markings on their respective highways and streets; and

WHEREAS, St. Louis County shall prepare a contract for the construction of the Project as provided for below, intended for letting and construction as a single, unitary construction project in 2026 (the “Contract”), and it is justified and mutually beneficial for Hermantown and St. Louis County to combine these projects to mutually benefit from economies of scale, mobilization, and contract administration; and

WHEREAS, St. Louis County and Hermantown have agreed to participate in the Project costs as hereinafter set forth.

THEREFORE, with regard to the Project, the parties hereby agree to the following:

1. St. Louis County shall prepare the plan, specifications, proposal and engineer’s estimate for said Project in accordance with the 2025 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction”.
2. Hermantown shall provide St. Louis County with the required locations, quantities and types of pavement markings that will be placed within Hermantown. St. Louis County shall incorporate said information into the plan and proposal.

3. St. Louis County shall open bids for the Project and provide Hermantown with an abstract of all bids received. Hermantown shall promptly review bid information. St. Louis County shall award the Contract if the low bid is no more than 20 percent over the engineer's estimate for Hermantown's portion of the Project without further approval from Hermantown. St. Louis County, acting through the St. Louis County Highway Engineer, shall award the contract for said Project to the lowest responsible bidder in accordance with current Minnesota Statutes.
4. St. Louis County shall perform all necessary contract administration and shall administer the terms of the contract from contract award to the certification of final payment. Hermantown shall pay to St. Louis County a flat fee in the amount of \$500.00 for contract administration services rendered by St. Louis County for Hermantown under this Agreement.
5. St. Louis County shall perform all record keeping and construction inspection for quantities associated with St. Louis County's portion of the Project in accordance with the plan and proposal.
6. Hermantown shall perform all record keeping and construction inspection for quantities associated with Hermantown's portion of the Project in accordance with the plan and proposal and shall report any observed deficiencies or discrepancies to St. Louis County immediately.
7. St. Louis County's cost participation shall be 100 percent of St. Louis County's quantities as provided in the plan and proposal at the contract unit prices. St. Louis County shall also be responsible for 100 percent of the cost of overrun in St. Louis County's quantities and change orders applied to St. Louis County.
8. Hermantown's cost participation shall be 100 percent of Hermantown's quantities as provided in the plan and proposal at the contract unit prices. Hermantown shall also be responsible for 100 percent of the cost of overrun in Hermantown's quantities and change orders applied to Hermantown. Hermantown shall approve any change orders in writing.
9. Upon completion of the Project, Hermantown shall pay to St. Louis County Hermantown's obligation of the Project, plus the contract administration fee, within 35 days of receipt of an invoice from St. Louis County. If any funds are received by St. Louis County in excess of the Project and administrative costs, they will be returned to Hermantown without interest.
10. St. Louis County shall require all contractors and subcontractors performing work for said Project to name Hermantown as an insured party in the amounts listed in the insurance requirements contained in the contract.
11. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a.

12. Each party shall be liable for its own acts to the extent provided by law, and each party hereby agrees to indemnify, hold harmless and defend the others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
13. Any and all employees of Hermantown, while engaged in the performance of any work or service which Hermantown is specifically required to perform under this Agreement, shall be considered employees of Hermantown only and not of St. Louis County. Any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees shall be the sole obligation of Hermantown.
14. Any and all employees of St. Louis County, while engaged in the performance of any work or service which St. Louis County is specifically required to perform under this Agreement, shall be considered employees of St. Louis County only and not of Hermantown. Any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of St. Louis County.
15. Each party designates an authorized representative for the purpose of administering this Agreement. A party's authorized representative has the authority to give and receive notices, and to make any other decision required or permitted by this Agreement.

St. Louis County:	Hermantown:
Tanja Mattonen, PE (or successor)	Paul Senst (or successor)
Assistant Traffic Engineer	Public Works Director
St. Louis County Public Works	City of Hermantown
4787 Midway Rd	5105 Maple Grove Rd
Duluth, MN 55811	Hermantown, MN 55811
218-625-3791	218-729-3640
mattonent@stlouiscountymn.gov	psenst@hermantownmn.com

16. This Agreement may be terminated only as follows:
 - a. At any time by mutual agreement of the parties;
 - b. By any party at any time upon 30 days notice in the event of default by a party, provided however that such termination shall not be effective if the defaulting party cures such default by the end of the 30-day notice period. In the event of such termination, St. Louis County and Hermantown shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

Rev. 7-15-25

Cooperative Agreement
St. Louis County & City of Hermantown
2026 Maintenance Striping Project
CP 0000-712914

CITY OF HERMANTOWN

COUNTY OF ST. LOUIS

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

By:  _____
Deputy County Administrator – Public
Works & Transportation/Highway Engineer

Date: 12/1/2025

APPROVED AS TO FORM

By: _____
Assistant County Attorney

Date: _____

Saint Louis County Contract Number:



CITY COUNCIL MEETING DATE: December 15, 2025

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Informing St. Louis County of City of Hermantown's Support for CSAH 56 (Morris Thomas Rd) Sidewalk Project, located in the City of Hermantown Project

☒ **RESOLUTION:** 2025- 192 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Resolution in support of St. Louis County's CSAH 56 (Morris Thomas Rd) Sidewalk Project, located in the City of Hermantown Project.

BACKGROUND

In 2030, St. Louis County intends to would construct sidewalk along CSAH 56 (Morris Thomas Rd) beginning at Okerstrom Rd and ending at CSAH 91 (Haines Rd). This sidewalk would connect a planned housing development near Okerstrom Rd and Keene Creek Trail to the existing sidewalk network on CSAH 91 (Haines Rd) and CSAH 56 (Morris Thomas Rd); and. St. Louis County is seeking Transportation Alternatives Program funding, thus requiring the City of Hermantown's support. It is recommended that the council passes this resolution of support.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Project Map

Resolution No. 2025-192

Resolution Authorizing The City Of Hermantown To Support St. Louis County For The 2030 Project CSAH 56 (Morris Thomas Rd) Sidewalk

WHEREAS, St. Louis County has identified the CSAH 56 (Morris Thomas Rd) Sidewalk Project, located in the City of Hermantown, as a priority for this Transportation Alternatives Program solicitation for funding year 2030, hereinafter referred to as the “County Project”; and

WHEREAS, the Transportation Alternatives Program is a competitive grant opportunity for local communities and regional agencies to fund projects for pedestrian and bicycle facilities, historic preservation and Safe Routes to School and is administered by the Northeast Minnesota Area Transportation Partnership; and

WHEREAS, this proposed project would construct sidewalk along CSAH 56 (Morris Thomas Rd) beginning at Okerstrom Rd and ending at CSAH 91 (Haines Rd); and

WHEREAS, this sidewalk would connect a planned housing development near Okerstrom Rd and Keene Creek Trail to the existing sidewalk network on CSAH 91 (Haines Rd) and CSAH 56 (Morris Thomas Rd); and

WHEREAS, St. Louis County will submit a funding application to the Transportation Alternatives Program to provide funding for this sidewalk project; and

WHEREAS, the City of Hermantown will not have any cost share in the design and construction of this project.

THEREFORE, BE IT RESOLVED, that the CITY OF HERMANTOWN recognizes CSAH 56 (MORRIS THOMAS RD) as a regionally significant highway for Hermantown.

BE IT FURTHER RESOLVED, that the CITY OF HERMANTOWN supports St. Louis County’s funding application for the CSAH 56 (Morris Thomas Rd) beginning at Okerstrom Rd and ending at CSAH 91 (Haines Rd) Project.

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:

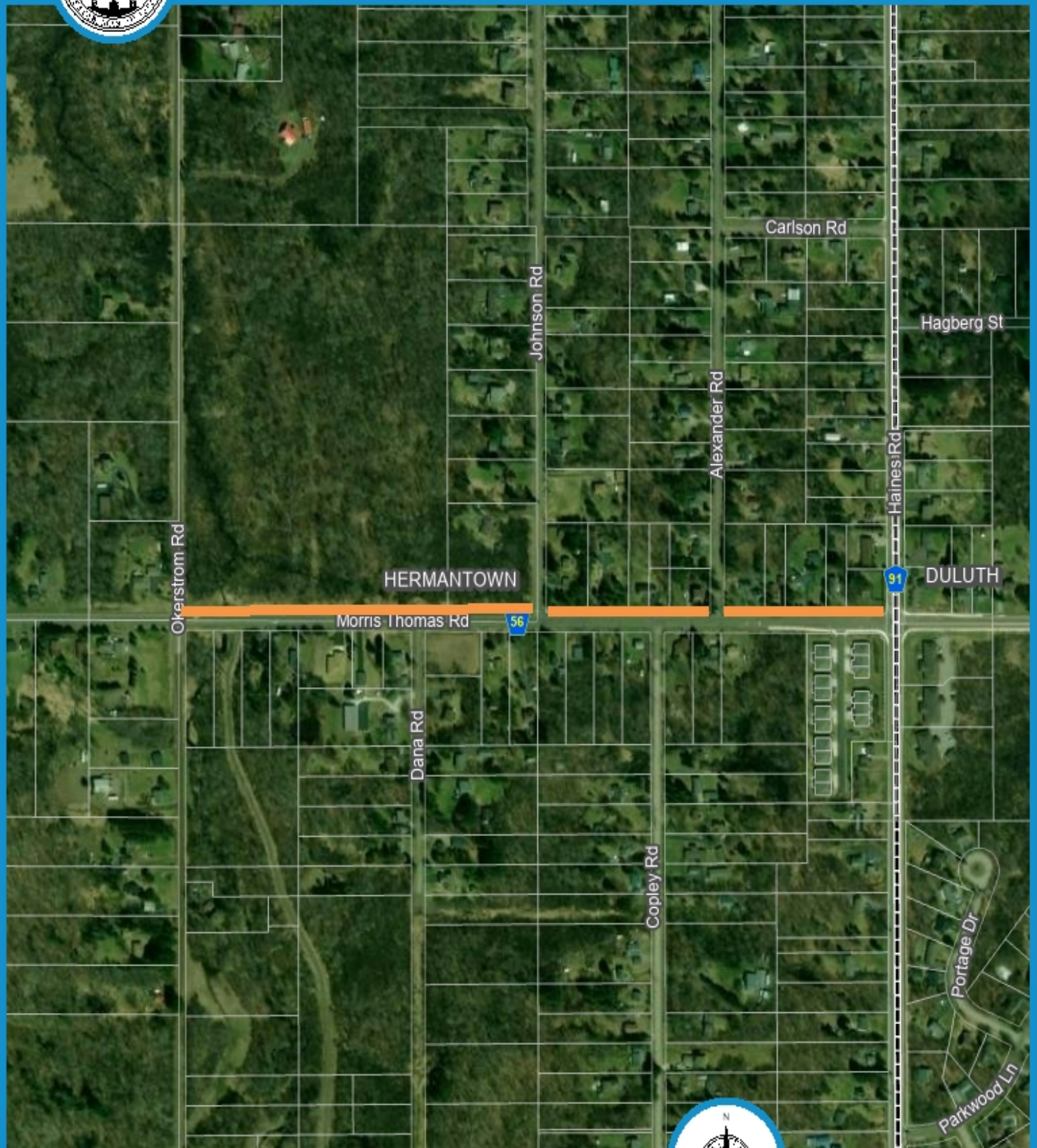
Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted December 15, 2025.



County Land Explorer

St. Louis County, Minnesota



Morris Thomas sidewalk



County Land Explorer

St. Louis County

www.stlouiscountymn.gov/explorer

Minnesota

Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer

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CITY COUNCIL MEETING DATE: December 15, 2025

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Second Amendment to Engineering Proposal – 2nd connection of the Hermantown water distribution system

☒ **RESOLUTION:** 2025-193 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Accept the second amended proposal from Short Elliot Hendrickson (SEH) for the engineering services of the design and construction of a second connection of the Hermantown.

BACKGROUND

The City of Hermantown entered into an Engineering Contract with Short Elliot Hendrickson on the October 21, 2024 for engineering services of the design and construction of a second connection of the Hermantown water distribution system to the City of Duluth's water system. Because this pump enclosure will be in a residential neighborhood on a prominent intersection it was recommended that the building fit in with the nomenclature of the area. SEH revised their contract to update the building design as needed to reduce costs and provide revised plans for rebidding

With these updates, the fee for the Second Amendment including design and bidding totals \$13,367, for a revised total SEH project fee of \$139,465. It is recommended that the City make accept the amendment to the engineering services contract.

SOURCE OF FUNDS (if applicable)

240-433500-305 pro 323

ATTACHMENTS

Resolution
Amendments

Resolution No. 2025-193

Resolution Authorizing And Directing Mayor And City Clerk To Execute A Second Amendment To Engineering Agreement For Consulting Services With Short Elliot Hendrickson (Independent Contractor)

WHEREAS, the City of Hermantown (“City” and “Owner”) entered into an Engineering Contract with Short Elliot Hendrickson (“Consultant”) on the 21st of October, 2024 for engineering services of the design and construction of a second connection of the Hermantown water distribution system to the City of Duluth’s water system (“Project”); and

WHEREAS, The City of Hermantown desires to augment to the scope of services in regards to the rebidding of the project; and

WHEREAS, such changes to construction contract are described on Exhibit A, a copy of which is attached hereto; and

WHEREAS, the City Council has duly considered the attached amendment to the Agreement for Consulting Services and believes that it is in the best interests of the City of Hermantown for it to accept the changes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown an amendment to the Agreement for Consulting Services between the City of Hermantown and Short Elliot Hendrickson.

1. The source of payment for the consultant services will be City Fund No. 240-433500-305 Proj. 323.

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 on December 15, 2025.

EXHIBIT A



Building a Better World
for All of Us®

December 9, 2025

RE: City of Hermantown, Minnesota
Second Water Main Connection
Between Hermantown and Duluth -
Amendment #2
SEH No. HERMT 182882

David Bolf, City Engineer
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Dear Mr. Bolf:

This letter outlines SEH's proposed services for Amendment #2 (Amendment) for the City of Hermantown Second Water Connection to City of Duluth Project (Project). This Amendment includes additional design efforts for revising the proposed building roof and ceiling details as part a a value engineering effort, and additional engineering services related to rebidding the project.

PROJECT UNDERSTANDING/SCOPE OF SERVICES

Specific tasks of this Amendment include the following:

Task 1 – Project Management and Coordination

No additional fee is requested for this task as part of this Amendment.

Task 2A – Site Civil Design

No additional fee is requested for this task as part of this Amendment.

Task 2B – Water Connection Facility Design

This task includes additional design efforts related to revising the proposed building roof and ceiling details as part a a value engineering effort, and updating cost estimates for project components. This task also includes replotting and signing the plans and specifications for rebidding the project. SEH will perform the following additional design tasks:

- Architectural design updates to the building ceiling and roof system and revising the plans and specifications accordingly. Proposed design updates include:
 - Remove the vented nailbase insulation from above the roof deck and use a traditional vented attic.
 - Add a metal panel ceiling to cover the roof trusses and have blown-in insulation in the attic.
- Structural design updates to the building ceiling and roof system and revising the plans and specifications accordingly. Proposed design updates include:
 - Adding an energy heel to the roof trusses
- Updated cost estimating to prepare a revise Engineer's Opinion of Probable Construction Cost.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1390 Highway 15 South, Suite 200, P.O. Box 308, Hutchinson, MN 55350-0308

320.587.7341 | 800.838.8666 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- Replotting plans and printing specifications with updated certification signatures for bidding.

Task 3 – Bidding Services

This task includes engineering services for rebidding the project. Tasks include:

- Respond to bidder questions and issue addendum as necessary.
- Review the bids and prepare bid tabulation.
- Evaluate bids, assist City staff in preparing a recommendation to the City Council.

Task 4 – Construction Contract Administration Services

No additional fee is requested for this task as part of this Amendment.

FEE

Based on our understanding of the project and the scope of services described above, SEH proposes to complete this work for a not-to-exceed price of \$13,367. SEH will not exceed this cost without prior authorization from the City. Our fee is based on the proposed scope in the attached Task Hour Budget.

Task	Amendment #2 Fee	Previous Fee (Including Amendment #1)	Total Fee
<i>Task 1 - Project Management</i>	<i>N/A</i>	<i>\$ 4,149</i>	<i>\$ 4,149</i>
<i>Task 2A - Site Civil Design</i>	<i>N/A</i>	<i>\$ 25,943</i>	<i>\$ 25,943</i>
Task 2B – Water Connection Facility Design	\$ 8,877	<i>\$ 53,168</i>	<i>\$ 62,045</i>
Task 3 – Bidding Services	\$ 4,489	<i>\$ 4,526</i>	<i>\$ 9,015</i>
<i>Task 4 – Construction Contract Administration Services</i>	<i>N/A</i>	<i>\$ 34,338</i>	<i>\$ 34,338</i>
<i>Optional Task 2B – Pump Design</i>	<i>N/A</i>	<i>\$ 4,061</i>	<i>\$ 4,061</i>
TOTAL	\$ 13,367	<i>\$ 126,098</i>	<i>\$ 139,465</i>

Please contact us with any questions or if you wish to discuss this Amendment further. We look forward to continuing to work with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Richard Parr, PE
Project Manager
(Lic. IL, MN, VA, WI)



Tyler Yngsdal, PE
Lead Civil Engineer/Client Service Manager
(Lic. MN)

ryp
Enclosure

x:\fj\h\hermt\182882\1-gen\10-setup-cont\03-proposallamendment 2 - rebidding\hermt duluth water connection scope of services letter - rebidding - amendment #2.docx

Project Cost Proposal

Second Water Connection to City of Duluth - Amendment 2 - Rebidding



Discipline	Labor Hours													Total			
	Water Engineering	Water Engineering	Water Engineering	Civil Engineering	Architecture	Architecture	Structural Engineering	Structural Engineering	Mechanical/Electrical Engineering	Mechanical/Electrical Engineering	Mechanical/Electrical Engineering	Mechanical/Electrical Engineering	Administrative				
	Parr, Richard	Nguyen, Matthew	Karns, Kurt	Yngsdal, Tyler P	Bergstrom, Brian	Atkinson, Robert G	Rector, Joel	Murphy, Paula A	Anderson, Colin	Vu, Tu	Carlson, John P	Lee, Nou	Brinkman, Julie M				
Role	PM	Project Enginner	Water Technician	Lead Civil Engineer	Lead Architect	Architecture Tech	Lead Structural	Structural Tech	Lead Mechanical	Mechanical tech	Lead Electrical	Electrical Tech	Aministrative	Hours	Labor	Expenses	TOTAL
Task 1Project Management and Coordination																	
No Additional Fee in Amendment														0	\$ -	\$ -	\$ -
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Task 2ASite Civil Design																	
No Additional Fee in Amendment														0	\$ -	\$ -	\$ -
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Task 2BWater Connection Facility Design																	
Architectural Update of Plans and Specifications (Additional Efforts per Amendment Scope)	1				4	10								15	\$ 2,843	\$ 0	\$ 2,843
Structural Update of Plans and Specifications (Additional Efforts per Amendment Scope)	1						2	10						13	\$ 2,249	\$ 0	\$ 2,249
Replotting/Signing of Plans and Specs	1		2	1		1		1		1		1	2	10	\$ 1,841	\$ 0	\$ 1,841
Cost Estimating (Additional Efforts per Amendment Scope)	2	1		1	1		1		1		1			8	\$ 1,944	\$ 0	\$ 1,944
Subtotal	5	1	2	2	5	11	3	11	1	1	1	1	2	46	\$ 8,877	\$ 0	\$ 8,877
Task 3Bidding Services																	
Respond to Bidder Questions	2	4		2	2		2		2		2			16	\$ 3,676	\$ 0	\$ 3,676
Review Bids and Prepare Bid Tabulation	2						1							3	\$ 813	\$ 0	\$ 813
Subtotal	4	4	0	2	2	0	3	0	2	0	2	0	0	19	\$ 4,489	\$ 0	\$ 4,489
Task 4Construction Contract Administration Services																	
No Additional Fee in Amendment														0	\$ -	\$ -	\$ -
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Optional Task 2B Additional Design for Pumps																	
No Additional Fee in Amendment														0	\$ -	\$ -	\$ -
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
TOTAL	9	5	2	4	7	11	6	11	3	1	3	1	2	65	\$ 13,367	\$ 0	\$ 13,367

Resolution No. 2025-194

Resolution Approving Pay Request Number 18 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$274,779.73

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 Pay Request No. 18 for Labor & Services, and

Invoice Number	Item	Amount
74590	Labor & Services	\$274,779.73
	Total	\$274,779.73

WHEREAS, the City will maintain an accumulated retainage as shown on the pay requests until the final work and documentation is completed, and

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. 18 is hereby approved.
2. The City is hereby authorized and directed to pay to Kraus-Anderson Construction Company Kraus Anderson the sum of \$274,779.73 which is the amount represented on Pay Request No. 18 for both Labor & Services.

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 December 15, 2025.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 74590

To Owner: City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Project Number - Project Description: 2222026- Hermantown Hockey Arena Addition

Customer Reference:

From Contractor: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

Contract For:

Via Architect: DSGW Architects
2 West First Street, Suite 201
Duluth MN 55802

Application No. : 18

Period To: 11/30/2025

Project Ref Nos: Labor, Nov 2025

Contract Date:

Distribution to :
Owner
Architect
Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

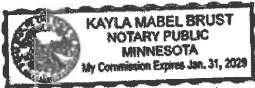
1. ORIGINAL CONTRACT SUM	\$13,055,590.00
2. NET CHANGE BY CHANGE ORDERS	\$715,820.35
3. CONTRACT SUM TO DATE(Line 1 ± 2)	\$13,771,410.35
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$13,255,877.13
5. RETAINAGE:	
a. 4.91% of Completed Work (Column D + E on G703)	\$650,448.28
b. 0.00% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$650,448.28
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$12,605,428.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS (Line 6 from prior Certificate)	\$12,330,649.12
8. CURRENT PAYMENT DUE	\$274,779.73
9. BALANCE TO FINISH, INCLUDING RETAINAGE (line 3 less Line 6)	\$1,165,981.50

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$715,820.35	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$715,820.35	\$0.00
Net Changes By Change Order	\$715,820.35	

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: Don Anderson Date: 12/ 8/2025
State of: Minnesota
County of: Hennepin
Subscribed and sworn to before me this 8th day of December, 2025
Notary Public: Kayla Brust
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 \$274,779.73

(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: Eric J. Jorgensen 12/11/2025 | 9:43 AM CST
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 # : 74590

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. : 18

Application Date : 12/04/2025

Period To: 11/30/2025

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)		H Balance To Finish (C-G)	I Retainage (If Variable Rate)
			From Previous Application (D+E)	This Period In Place			% (G / C)		
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	312,358.72	304,019.47	8,338.81	0.00	312,358.28	100.00%	0.44	15,617.91
105-L	Concrete	701,567.88	701,567.88	0.00	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	129,735.39	128,392.77	1,342.62	0.00	129,735.39	100.00%	0.00	6,486.78
120-L	Masonry	624,467.63	624,467.63	0.00	0.00	624,467.63	100.00%	0.00	31,223.39
124-L	Steel Supply - Change Orders	22,696.37	19,057.55	0.00	0.00	19,057.55	83.97%	3,638.82	952.88
125-L	Steel Erection	478,020.76	475,512.76	2,508.00	0.00	478,020.76	100.00%	0.00	23,901.05
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	1,257,016.10	1,236,785.74	0.00	0.00	1,236,785.74	98.39%	20,230.36	61,839.31
140-L	Final Cleaning	38,595.08	0.00	38,595.08	0.00	38,595.08	100.00%	0.00	1,929.75
145-L	Carpentry	205,729.41	204,251.41	0.00	0.00	204,251.41	99.28%	1,478.00	10,212.58
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	256,130.00	256,130.00	0.00	0.00	256,130.00	100.00%	0.00	12,806.51
165-L	Roofing	839,902.80	839,902.80	0.00	0.00	839,902.80	100.00%	0.00	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	14,039.75	0.00	0.00	0.00	0.00	0.00%	14,039.75	0.00
175-L	Joint Sealants	25,695.00	23,868.75	1,826.25	0.00	25,695.00	100.00%	0.00	1,284.75
180-L	Specialty Doors	10,682.00	10,063.00	619.00	0.00	10,682.00	100.00%	0.00	534.11
185-L	Aluminum Frames & Glazing	108,751.00	100,090.00	8,661.00	0.00	108,751.00	100.00%	0.00	5,437.55
190-L	Drywall	200,292.00	196,304.00	0.00	0.00	196,304.00	98.01%	3,988.00	9,815.21
195-L	Tile	153,616.55	148,616.55	0.00	0.00	148,616.55	96.75%	5,000.00	7,430.84
200-L	Ceilings & Acoustical Treatment	66,807.00	61,807.00	5,000.00	0.00	66,807.00	100.00%	0.00	3,340.36
205-L	Resilient and Carpet Flooring	20,951.00	19,312.00	0.00	0.00	19,312.00	92.18%	1,639.00	965.60
210-L	Athletic Flooring	58,124.25	48,124.25	0.00	0.00	48,124.25	82.80%	10,000.00	2,406.21
215-L	Epoxy Flooring	149,742.50	143,318.50	6,424.00	0.00	149,742.50	100.00%	0.00	7,487.13
220-L	Painting	164,963.49	128,416.00	15,395.00	0.00	143,811.00	87.18%	21,152.49	7,190.55
224-L	Specialties - Change Orders	9,750.74	5,472.36	0.00	0.00	5,472.36	56.12%	4,278.38	273.62
225-L	Signage	11,560.00	0.00	0.00	0.00	0.00	0.00%	11,560.00	0.00

CONTINUATION SHEET

Invoice # : 74590

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. : 18
Application Date : 12/04/2025
Period To: 11/30/2025
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	87,637.52	65,493.52	2,820.00	0.00	68,313.52	77.95%	19,324.00	3,415.68
235-L	Window Treatments	8,192.00	8,192.00	0.00	0.00	8,192.00	100.00%	0.00	409.60
240-L	Casework & Countertops	80,629.93	80,629.93	0.00	0.00	80,629.93	100.00%	0.00	4,031.50
245-L	Ice Rink	2,125,501.21	2,107,187.97	6,480.00	0.00	2,113,667.97	99.44%	11,833.24	105,683.40
250-L	Fire Suppression	108,678.37	99,455.00	0.00	0.00	99,455.00	91.51%	9,223.37	4,972.75
255-L	Combined Mechanical	1,472,077.91	1,400,386.06	71,691.85	0.00	1,472,077.91	100.00%	0.00	73,603.91
260-L	Controls	93,075.00	86,277.50	3,176.88	0.00	89,454.38	96.11%	3,620.62	4,472.72
265-L	Electrical	906,590.10	891,945.10	14,645.00	0.00	906,590.10	100.00%	0.00	45,329.50
270-L	General Conditions	763,475.68	610,810.99	34,965.42	0.00	645,776.41	84.58%	117,699.27	30,370.80
275-L	Site Services	1,166,568.70	1,009,123.11	55,255.50	0.00	1,064,378.61	91.24%	102,190.09	51,992.89
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	69,245.28	66,066.00	0.00	0.00	66,066.00	95.41%	3,179.28	1,884.80
290-L	Umbrella Liability Insurance	129,988.87	119,204.20	2,640.17	0.00	121,844.37	93.73%	8,144.50	5,579.35
295-L	Builder's Risk Insurance	23,533.23	20,510.10	3,021.99	0.00	23,532.09	100.00%	1.14	954.57
300-L	Warranty Reserve	14,619.11	14,619.11	0.00	0.00	14,619.11	100.00%	0.00	677.96
305-L	KA Contingency	132,923.93	0.00	0.00	0.00	0.00	0.00%	132,923.93	0.00
310-L	KA Fee	263,677.63	248,278.86	5,537.23	0.00	253,816.09	96.26%	9,861.54	11,923.98
									</

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

CITY COUNCIL MEETING DATE: December 15, 2025

TO: Mayor & City Council

FROM: Joe Wicklund, Asst. City Administrator/Communications Director

SUBJECT: Purchase of Mary Murphy Home and Property

☒ **RESOLUTION:** 2025-195 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Staff recommends the purchase of the Mary Murphy home and property for the creation of the “Murphy Family Jackson Project Park.”

BACKGROUND

This is the combination of two incredibly unique parts of our community’s history into a single, long-lasting tribute to our community.

Mary Murphy’s impact to our region as the longest-serving woman in the state legislature is incredible. The creation of the Jackson Project Homes is a watershed moment in Hermantown history. Now, as our City looks to turn 50 years old this month, the opportunity exists to purchase the home and property to create a park that will capture the legacy of this incredible person and the experience of these special homes.

Staff has worked closely with the Murphy family to find the best way to handle this transaction for their estate needs and the city’s desire for park space that is not sports-centered. The offer from the family is fair and allows the city to secure this historic site, while looking forward to how best to maintain it and create meaningful experiences for future visitors.

While there are certainly unanswered questions on how this will operate in the coming years, there is certainty in the desire – both by the City and the Murphy family – to allow for the opportunity to create the most welcoming space and historic connection possible for generations to come.

We also believe that Mary would be thrilled with the prospect of her beloved home being a space for others to enjoy and be enriched by the Jackson Project and all that it has done for Hermantown.

SOURCE OF FUNDS (if applicable)

General Fund



ATTACHMENTS

Resolution
Purchase Agreement
Declaration of Restrictive Covenants

Resolution No. 2025-195

Resolution Purchasing Mary Murphy House & Property

WHEREAS, Mary Murphy served the Hermantown community and represented northeastern Minnesota for 23 terms in the state legislature; and

WHEREAS, Mary Murphy's 45 years of service in state government marks the second-longest serving member in the history of the Minnesota House of Representatives and the longest-serving woman in both the House and Senate; and

WHEREAS, the home Representative Murphy grew up in was built as part of a New Deal program to support and lift families during the Great Depression, and she remained living in the home throughout her career in service to others, citing it as an inspiration for her efforts and source of extraordinary pride; and

WHEREAS, she also had an incredible impact in our region as a top-notch teacher and garnered awards for her efforts in the classroom; and

WHEREAS, her impact on the history of our area is truly unique and special, and the City of Hermantown has a desire to celebrate the legacy of Mary Murphy and create an opportunity for others to experience one of the most well-preserved Jackson Project Homes; and

WHEREAS, those Jackson Project Homes themselves represent a watershed moment in the history of what would become today's City of Hermantown; and

WHEREAS, the purchase of this home and property would be to preserve that history and celebrate it through the creation of the "Murphy Family Jackson Project Park; and

BE IT FURTHER RESOLVED, that all citizens are encouraged to celebrate and recognize the unique and long-lasting legacy of Representative Mary Murphy and our beloved Jackson Project homes through this venture.

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 December 15, 2025.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the “Agreement”) is made as of the _____ day of _____, 2025, between **Estate of Mary Catherine Murphy** (“Seller”) and the **City of Hermantown**, a Minnesota statutory city (“Buyer”).

In consideration of the mutual covenants and agreements hereinafter contained, Seller and Buyer agree as follows:

ARTICLE 1 SALE AND PURCHASE

Seller shall sell to Buyer, and Buyer shall purchase from Seller, in the manner described in this Agreement the real property located at 5180 W. Arrowhead Road in the City of Hermantown, County of St. Louis, State of Minnesota, legally described on Exhibit A attached hereto; together with all buildings and other improvements constructed or located thereon, and all easements and rights benefitting the described real property and all personal property remaining on the real property on the Closing Date (collectively referred to as the “Real Property” or “Property”).

ARTICLE 2 PURCHASE PRICE

2.1 Buyer shall pay to Seller for the purchase price of the Property, on the closing as hereinafter defined, the sum of Two Hundred Seventy-four Thousand and No/100 Dollars (\$274,000.00) (“Purchase Price”) in cash on the closing of the purchase of the Property.

ARTICLE 3 CLOSING

3.1 **Time and Place of Closing.** Provided that all terms and conditions have been met, the closing will be on or before December 30, 2025 (“Closing”). The delivery of all papers and monies to be made at the closing shall be made at the office of First American Title, 11 E. Superior Street, Suite 110, Duluth, MN 55802 (“Title Company”), or at such other place as is mutually agreed to by the parties.

3.2 Closing Documents.

3.2.1 On the Closing, Seller shall execute and deliver to Buyer:

3.2.1.1 A Personal Representatives Deed.

3.2.1.2 A standard form of Seller’s affidavit stating that there are no unsatisfied judgments of record, no actions pending in any state or federal courts, no tax liens and no bankruptcy proceedings filed against Seller; that all leases or other

agreements or interests relating to the Property previously existing that Buyer has not elected to assume have been terminated and there are no persons or entities in possession of any portion of the Property; that no labor or materials have been furnished to the Property since one hundred twenty (120) calendar days preceding the Closing for which payment has not been made; and that there are no unrecorded interests relating to the Property.

3.2.1.3 All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances.

3.2.2 On the Closing, Buyer shall execute and deliver to Seller:

3.2.2.1 The Purchase Price in cash.

3.2.2.2 The Declaration of Restrictive Covenants in the form attached hereto as Exhibit B.

3.2.2.3 Certified copy of a Resolution of the City Council of the City of Hermantown approving this Agreement and the purchase of the Property.

3.2.2.4 All other documents reasonably determined by Seller to be necessary to transfer the Property to Seller free and clear of all encumbrances.

ARTICLE 4 TITLE

4.1 **Examination of Title.** Within ten (10) calendar days after the date of execution of this Agreement by both Buyer and Seller, Buyer shall obtain a commitment for an ALTA Owner's Title Insurance Policy for the full amount of the Purchase Price. Buyer shall have five (5) business days after receipt of the Commitment for Title Insurance to provide Seller with written objections thereto. Buyer shall be deemed to have waived any title objection not made within the five (5)-day period.

4.2 **Title Corrections and Remedies.** Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable by the Contingency Deadline or notify Buyer that Seller has determined to terminate this Agreement, in which event this Agreement shall terminate, the Earnest Money shall be returned to Buyer and the parties shall have no further obligation to each other under this Agreement. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the Closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the Closing shall be postponed.

4.2.1 If notice is given and Seller makes title marketable, then upon presentation to Buyer of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the Closing shall take place

within ten (10) business days or on the scheduled Closing, whichever is later, or as otherwise mutually agreed to in writing by the parties.

4.2.2 If notice is given and Seller proceeds in good faith to make title marketable but is unable to make the title marketable by the Contingency Deadline, Buyer may declare this Agreement void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.

4.3. **No Intent to Render Title Marketable.** If Seller does not give notice of intention to make title marketable, or if notice is given but the Contingency Deadline expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may be permitted by law to do one or more of the following:

4.3.1 Proceed to closing at Buyers own cost and risk;

4.3.2 Seek rescission of this Purchase Agreement by notice as provided herein, in which case the Purchase Agreement shall be void and all earnest money paid hereunder shall be refunded to Buyer.

4.4. **Default by Buyer.** If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may cancel this contract as provided by statute and the earnest money shall be paid to Seller as liquidated damages.

4.5. **Default by Seller.** If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may cancel this contract as provided by statute and seek specific performance of this Agreement or other actions that are available by law or in equity to seek redress of its damages as a result of Seller's default.

4.6 **Personal Representatives Deed.** Subject to performance by Buyer, Seller shall deliver a Personal Representatives Deed conveying marketable title subject only to: (a) building and zoning laws, ordinances, state and federal regulations; (b) reservation of any minerals or mineral rights in the State of Minnesota; and (c) easements, covenants, conditions and restrictions of record.

ARTICLE 5 REAL ESTATE TAXES; SPECIAL ASSESSMENTS

5.1 **Real Estate Taxes.** Real estate taxes due and payable in 2025 shall be paid by Seller. Seller shall pay real estate taxes payable in the years prior to Closing. Seller shall pay no later than Closing any deferred real estate taxes or special assessments payment which is required as a result of the Closing of this sale. Buyer shall immediately apply for a tax exemption for real estate taxes due and payable after 2025 and shall pay all real estate taxes and assessments due and payable after 2025.

5.2 **Assessments.** Seller shall pay on the Closing all special assessments certified for payment with the real estate taxes due and payable in 2025. Seller shall pay on the Closing all other special assessments levied or pending as of the Closing.

ARTICLE 6 CLOSING COSTS

6.1 Buyer shall pay all costs in connection with the Closing and with obtaining the Title Insurance Commitment and Title Insurance. Buyer shall be responsible for paying the premiums for an Owner's Policy issued pursuant to such Commitment.

6.2 Seller shall pay any deed tax payable with regard to the Personal Representatives Deed.

ARTICLE 7 RISK OF LOSS

7.1 **By Damage or Destruction.** Risk of loss by damage or destruction to all or any part of the Property prior to the Closing Date shall be borne by Seller. Seller shall immediately give notice to Buyer of such damage or destruction. In the event of such damage or destruction, Buyer at its option may by written notice terminate this transaction, whereupon this Agreement shall terminate, the earnest money shall be immediately refunded to Buyer, and Buyer and Seller agree to sign a cancellation of purchase agreement.

If Buyer elects to consummate this transaction, Seller shall upon the Closing assign any insurance proceeds for such casualty loss to Buyer.

7.2 **By Condemnation.** Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened prior to Closing, and risk of loss to the Property due to any other cause, remains with Seller until Closing. If, prior to Closing, any actual or threatened condemnation occurs of all or any material portion of the Property, then Seller shall promptly notify Buyer of same and elect in writing to Buyer the option of either (i) terminating this Agreement by giving written notice to Buyer, whereupon this Agreement shall terminate, the Earnest Money shall be immediately refunded to Buyer, and Buyer and Seller agree to sign a cancellation of purchase agreement, or (ii) completing the closing of the purchase of the Property, in which event all condemnation proceeds collected by Seller prior to Closing shall be credited against the Purchase Price and, at Closing, Seller shall assign to Buyer any and all condemnation proceeds which have not been paid to or collected by Seller at that time.

ARTICLE 8 BUYER'S CONDITIONS; SELLER'S AGREEMENT

Buyer shall have no obligation to purchase the Property unless each of the following have occurred prior to the Contingency Deadline:

8.1 The Hermantown City Council has approved this Purchase Agreement and the payment of the Purchase Price by Resolution.

8.2 Buyer shall have inspected and approved the physical condition of the Property by the Contingency Deadline, and may at Buyer's option obtain a Phase I and/or Phase II environmental report of the Property and a Property Condition Report with regard to the Property performed at Buyer's expense. Buyer shall have until the Contingency Deadline to obtain, examine and approve any such report(s). If the report(s) is/are not acceptable to Buyer, in Buyer's sole discretion, this Agreement shall be voidable at Buyer's option by notice to Seller given prior to the Contingency Deadline. If this Agreement is so voided by Buyer's notice: (a) the Earnest Money shall be immediately refunded to Buyer, and (b) this Agreement shall then terminate, and Buyer and Seller will have no further liability to the other under this Purchase Agreement. If Buyer gives Seller notice of environmental conditions on the Property, Seller shall have the right, but not the obligation, for a period of sixty (60) calendar days after receipt of such notice, to (i) commence the removal and/or cleanup of such Hazardous Material which is in violation of any Hazardous Material Law and, if necessary, to extend the Closing Date by sixty (60) calendar days to allow for completion of such removal and/or cleanup or (ii) reduce the Purchase Price in an amount to be agreed upon by Seller and Buyer. If Seller does not complete the required removal and/or cleanup within said period or agree to reduce the Purchase Price in an amount agreed to by Buyer, Buyer shall have the right to terminate this Agreement by giving written notice of such termination to Seller within five (5) business days after expiration of the removal/cleanup period, whereupon all Earnest Money paid hereunder shall be refunded to Buyer, this Agreement shall terminate and neither party shall have any further rights or responsibilities hereunder. If Buyer does not so terminate this Agreement, or if Seller does commence the required removal and/or cleanup or agree to reduce the Purchase Price as set forth above, then this Agreement shall continue in effect. Buyer shall have the right at any time to waive any objections to the environmental condition of the Property that it may have made, thereby preserving this Agreement in effect.

8.3 Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.

ARTICLE 10 CONTINGENCY DEADLINE

The Contingency Deadline shall be December 18, 2025. Buyer shall have until noon Central Standard Time on the Contingency Deadline either to waive, or to determine that the Seller has satisfied, the items required to be satisfied by the Seller and Buyer by that date. The standards used by Buyer for such examination and approval shall be in Buyer's sole discretion, and Seller shall have no right to contest the same. If any of the items are not satisfied by Seller or not waived by Buyer by the Contingency Deadline, this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller, whereupon this Agreement shall terminate, the earnest money shall be immediately refunded to Buyer, and Buyer and Seller will have no further liability to each other under this Agreement. All contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of the Buyer, and the Buyer shall have the right to unilaterally waive any contingency by written notice to Seller.

ARTICLE 11
SURVIVAL OF PURCHASE AGREEMENT

The terms, conditions, and warranties of the parties to this Agreement shall not be merged into the Personal Representatives Deed but shall, where applicable, survive the delivery of the Personal Representatives Deed from Seller to Buyer.

ARTICLE 12
NOTICES

Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

With respect to Buyer: City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
Attn: John Mulder, Its City Administrator
Ph: (218) 729-3600
Email: *jmulder@hermantownmn.com*

With a copy to: Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802
Ph: (218) 625-8463
Email: *gjohnson@overomlaw.com*

With respect to Seller: Estate of Mary Catherine Murphy
4262 LaVaque Road
Hermantown, MN 55811
Attn: Gregg Murphy, Its Personal Representative
Ph: (218) 340-8805
Email: *ggm55811@gmail.com*

With a copy to: Steven C. Overom
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802
Ph: (218) 625-8460
Email: *soverom@overomlaw.com*

If requested by recipient, any notice delivered by email shall be followed by personal or mail delivery of such correspondence and any attachments. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Time is of the Essence. Time is of the essence for all provisions of this Agreement.

13.2 Entire Agreement; Modification. This Agreement, together with all Exhibits hereto, constitutes the complete agreement between the parties and supersedes any prior oral or written agreement between the parties regarding the Property. This Agreement merges and supersedes all prior negotiations, representations, and agreements. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer, and their respective successors and assigns.

13.3 Legal Counsel. Each of Buyer and Seller acknowledges and agrees that it has fully read, completely understands and voluntarily enters into and executes this Agreement. Each of Buyer and Seller acknowledges that he/it has been represented and advised by counsel of his/its choosing during the pendency of the negotiations that have resulted in the drafting and execution of this Agreement and the other Agreements contemplated or referenced in this Agreement. The terms of this Agreement and the other related Agreements should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this Agreement and the other related Agreements may be legally enforced. Seller has consented to Gunnar B. Johnson representing Buyer in connection with this Agreement. Buyer has consented to Steven C. Overom representing Seller in connection with this Agreement.

13.4 Waiver. The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement thereafter.

13.5 "As Is" "Where Is" Purchase. Buyer agrees to purchase the Property on an "as is" "where is" basis without relying on any warranties or representations whatsoever by Seller with regard to the condition of the Property.

13.6 Point of Sale Requirements. Certain counties in the State of Minnesota require a licensed inspector through the appropriate City, County or Township to prepare and submit an inspection report and remit such report to the appropriate On-Site Wastewater Division. Buyer will obtain a letter stating there are no septic systems on the property or obtain a Certificate of Compliance of Existing System or Notice of Non-Conforming or Notice of Non-Compliance, as the case may be before the Contingency Deadline. Any work required to be performed with respect to any on-site wastewater system shall be at the sole expense and obligation of Buyer.

13.7 **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Minnesota.

13.8 **Severability.** If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

13.9 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format (“pdf”) and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. At the request of either party, any electronic or facsimile document is to be re-executed in original form by the parties who executed the electronic or facsimile document.

13.10 **Facsimile and Electronic Signatures.** The parties hereto consent and agree that this Agreement may be signed and/or transmitted by e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party’s handwritten signature. The parties further consent and agree that (a) to the extent a party signs this Agreement using electronic signature technology, by clicking “SIGN”, such party is signing this Agreement electronically, and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

13.11 **Dispute Resolution.** Buyer and Seller shall attempt to resolve any disagreements under this Agreement. If such efforts do not resolve such disagreement within thirty (30) calendar days, then Buyer and Seller shall enter into mediation through a mediator authorized to conduct mediation under the Minnesota Supreme Court Alternative Dispute Resolution System. If mediation does not resolve such disagreements within thirty (30) calendar days after the matter is submitted to mediation, then Buyer and Seller shall be entitled to take whatever action is necessary or appropriate to seek redress of any disagreements. The venue and jurisdiction for any such further proceedings shall be in the District Court for St. Louis County, Minnesota.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has executed this Agreement as of the above date.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT.
BEFORE SIGNING, CONSULT A LAWYER

SELLER:

Estate of Mary Catherine Murphy

By _____
Gregg Murphy, Its Personal Representative

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer has executed this Agreement as of the above date.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT.
BEFORE SIGNING, CONSULT A LAWYER

BUYER:

City of Hermantown

By: _____
Its Mayor

And by _____
Its City Clerk

[END OF SIGNATURES]

THIS DOCUMENT WAS DRAFTED BY:
Steven C. Overom
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802

EXHIBIT A
Legal Description

Parcel 1:

The Easterly 100 feet and the Westerly 100 feet of the North 1/2 of Lot 12, Block 15, Duluth Homestead Subdivision Plat, St. Louis County, Minnesota.

Parcel 2:

North 1/2 Except the Easterly 100 feet and Westerly 100 Feet, Lot 12, Block 15, Duluth Homestead Subdivision Plat, St. Louis County, Minnesota.

Abstract Property.

Property Identification Nos. 395-0070-00546; 395-0070-00540

Property Address: 5180 W. Arrowhead Road, Hermantown, MN 55811

(Top 3 inches reserved for recording data)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, is made as of this ____ day of _____, 2025 by the **City of Hermantown**, a Minnesota statutory city, ("Declarant") to the **Estate of Mary Catherine Murphy** ("Estate") in response to the following situation.

WITNESSETH:

A. Declarant desires to subject the real property located in St. Louis County, Minnesota and legally described in Exhibit A attached hereto ("Property") to the covenants and restrictions contained herein.

B. Declarant has deemed it desirable to grant Estate the power and authority to administer and enforce the covenants and restrictions.

NOW THEREFORE, Declarant declares that the Property is, and shall be subject to, the covenants and restrictions (sometimes referred to as "covenants and restrictions") hereinafter set forth, which covenants and restrictions shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part and shall inure to the benefit of the Estate and the successor and assigns of the Estate.

ARTICLE I RESTRICTION ON PROPERTY

The Property is subject to the restrictions and covenants set forth as follows:

1.1. The Property may not be connected to the Hermantown Connector Trail System or any other trail system developed by the City.

1.2. No additions shall be made to the exterior portions of the house located on the Property.

1.3. No additions shall be made to the garage located on the Property.

1.4. City may restore the house and garage on the Property to its original Jackson Project Home character.

1.5. City may not remove the rock piles located on the Property.

1.6. Any new buildings on the Property must be located behind the garage on the Property.

1.7. Any buildings constructed or remodeled on the Property must be constructed by a contractor that is a signatory with a recognized labor union.

1.8. The east, west and south boundaries of the Property must be fenced with a fence reasonably acceptable to Declarant by July 4, 2028.

1.9. Declarant will designate the Property as a city park named the "Murphy Family Jackson Project Park" ("Murphy Family Park") by ordinance ("Ordinance") no later than July 4, 2026 pursuant to Minnesota Statutes § 412.491. The terms and provisions of the Ordinance are subject to review and approval by the Estate. The designation of the Murphy Family Park shall be permanent.

1.10. Declarant shall annually appropriate sufficient monies for the proper use and operation of the Murphy Family Park.

1.11. Declarant shall create an endowment fund ("Murphy Family Park Endowment Fund") in the Hermantown Legacy Fund and fund it with Fifty Thousand and No/100 Dollars (\$50,000.00) no later than July 4, 2028 to provide for the ongoing support, upkeep and beautification of the Murphy Family Park. The terms and provisions of the language creating the Murphy Family Park Endowment Fund shall be subject to the review and approval of the Estate.

ARTICLE II ENFORCEMENT AND AMENDMENT

2.1. **Enforcement.** In the event Declarant fails to comply with the provisions of this Declaration, such failure will give rise to a cause of action on the part of Estate or any successors or assigns to the Estate for the recovery of damages or for injunctive relief, or both. Enforcement of these covenants and restrictions may be by any proceeding at law or in equity.

2.2. **Severability.** Invalidity of any one of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

2.3. **Duration of Covenants, Restrictions and Easements.** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Estate or any successors or assigns to the Estate.

2.4. **Definitions.** All capitalized terms when used herein shall have the meanings given to them in the Development Agreement unless specifically defined in this Declaration of Restrictive Covenants.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the day and year first written.

DECLARANT:

City of Hermantown

By Wayne Boucher, Its Mayor

And by Alissa McClure, Its City Clerk

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this _____ day of _____, 2025, by Wayne Boucher and Alissa McClure, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown, a Minnesota statutory city.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Steven C. Overom
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

The Easterly 100 feet and the Westerly 100 feet of the North 1/2 of Lot 12, Block 15, Duluth Homestead Subdivision Plat, St. Louis County, Minnesota.

Parcel 2:

North 1/2 Except the Easterly 100 feet and Westerly 100 Feet, Lot 12, Block 15, Duluth Homestead Subdivision Plat, St. Louis County, Minnesota.

Abstract Property.

Property Identification Nos. 395-0070-00546; 395-0070-00540

Property Address: 5180 W. Arrowhead Road, Hermantown, MN 55811