

CITY OF HERMANTOWN

AGENDA

Pre-Agenda Meeting Monday, June 1, 2026 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building

City Council Meeting Monday, June 1, 2026 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. **COMMUNICATIONS**

A. Correspondence 26-327 through 26-336 placed on file

6. **PUBLIC COMMENT**

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. Speakers who wish to comment at this time or later on agenda items should be signed up prior to the start of the meeting. A sign-up sheet is available in the lobby prior to the meeting for verbal remarks. As always, written comments may be submitted to the City Clerk before the end of the meeting.

7. **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 May 18, 2026 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from May 15, 2026 through May 31, 2026 in the amount of \$646,624.88

8. **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. **2026-55 Resolution Approving Comprehensive Plan Amendment to Chapter 4 – Land Use, Chapter 6 – Transportation and Utilities and Chapter 7 – Implementation As Prepared By Hoisington Koegler Group, Inc.**

(motion, roll call)

B. **2026-56 Resolution Authorizing And Directing The Mayor And City Clerk To**

**Execute And Deliver A Mediated Settlement Agreement And Release Of Claims
Between The City Of Hermantown And Gilbertson, Et Al.**

(motion, roll call)

- C. **2026-57 Resolution Authorizing And Directing The Mayor And City Clerk To
Execute And Deliver A Mediated Settlement Agreement And Release Of Claims
Between The City Of Hermantown And Nicole And Travis Anderson, Et Al.**

(motion, roll call)

- D. **2026-58 Resolution Authorizing And Directing The Mayor And City Clerk To
Execute And Deliver Development Agreement With JLG Enterprises Of
Hermantown, LLP For Peyton Acres Phase 4**

(motion, roll call)

- E. **2026-59 Resolution Approving Wetland Replacement Plan For Peyton Acres,
39xx Stebner Road**

(motion, roll call)

- F. **2026-60 Resolution Approving Wetland Replacement Plan For Hawkline
Business Park**

(motion, roll call)

- G. **2026-61 Resolution Authorizing And Directing Mayor And City Clerk To
Execute An Acceptance Of Easement Agreement To The City Of Hermantown
From Hermantown Economic Development Authority For The Hermantown
Lightning Drive Improvements And Trail Project**

(motion, roll call)

- H. **2026-62 Resolution Authorizing And Directing Mayor And City Clerk To
Execute An Acceptance Of Easement Agreement To The City Of Hermantown
From Dalstar Partners, L.L.P. For The Hermantown Lightning Drive
Improvements And Trail Project**

(motion, roll call)

- I. **2026-63 Resolution Authorizing And Directing Mayor And City Clerk To
Execute An Acceptance Of Easement Agreement To The City Of Hermantown
From Peace In Christ Lutheran Church For The Hermantown Lightning Drive
Improvements And Trail Project**

(motion, roll call)

- J. **2026-64 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Joshua John Toms And Adrienne R. Ritchie Toms For The Hermantown Lightning Drive Improvements And Trail Project**

(motion, roll call)

- K. **2026-65 Resolution Accepting Petition To Vacate Public Street And Setting Public Hearing**

(motion, roll call)

- L. **2026-66 Resolution Approving Change Order Number 3 For Keene Creek Trail Segment 4 Construction To Veit & Company In The Amount Of \$23,977.80**

(motion, roll call)

9. **RECESS**

2026 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
5/18/2026	26-327	Brian Bergeron, bergeronbk@gmail.com	Eric Johnson, Comm. Dev. Dir.	P&Z Meeting May 19, 2026	5/15/2026
5/18/2026	26-328	Gail Garrick, 3738 Solway Rd.	AUAR Comment Inbox, AUARcomments@hermantow nmn.com	Concerns Regarding Revised AUAR for Proposed Data Center in Hermantown	5/16/2026
5/19/2026	26-329	William Ralph, 2425 Ozark St., Duluth, MN 55811	City Council	Data Center	5/13/2026
5/21/2026	26-330	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	Kyle Kloss, SUP 56XX Highway 104	5/19/2026
5/21/2026	26-331	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	Cottage Life Investments/Levi Stauber, Subd., 5245 Maple Grove Rd.	5/19/2026
5/21/2026	26-332	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	JLG Enterprises of Hermantown, LLP, Wetland Replacement Plan, 3956 Stebner Rd.	5/19/2026
5/21/2026	26-333	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	JLG Enterprises of Hermantown, LLP, Wetland Replacement Plan, 531X Miller Trunk Hwy.	5/19/2026
5/21/2026	26-334	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	1 LLC, SUP, 4818 Maple Grove Rd.	5/19/2026
5/21/2026	26-335	Eric Johnson, Comm. Dev. Dir.	Planning & Zoning Commission	City of Hermantown, Amendment to the 2045 Comprehensive Plan	5/19/2026
5/25/2026	26-336	Patrick Armon, Minnesota Employment & Economic Dev.	Wayne Boucher, Mayor	Monitoring of Grantee Performance for the Hermantown Ice Arena Project	5/21/2026

CITY OF HERMANTOWN

City Council Meeting

Monday, May 18, 2026

6:30 PM Central

MEETING CONDUCTED IN PERSON

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; Eric Johnson; Community Development Director; Joe Wicklund, Assistant City Administrator; Chad Ronchetti, Economic Development Director; Jim Crace, Director of Public Safety; Zach Graves, Fire Chief; Trish Crego, Utility & Infrastructure Director; David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 120

1. **CALL TO ORDER**

2. **CLOSED SESSION**

- A. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes § Section 13D.05 Subd. 3 (b) per the attorney-client privilege for discussions with the City's litigation team regarding the lawsuits relative to Hermantown Road Assessments. Following this closed session, the Hermantown City Council will reconvene in an open session.

(motion, roll call)

Motion to close the meeting of the Hermantown City Council at 4:30 p.m. pursuant to Minnesota Statutes § Section 13D.05 Subd. 3 (b) per the attorney-client privilege for discussions with the City's litigation team regarding the lawsuits relative to Hermantown Road Assessments. This motion, made by Councilor Geissler and seconded by Councilor LeBlanc, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

Motion to reconvene into open sessions at 5:13 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

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ANNOUNCEMENTS**

6. **COMMUNICATIONS**

A. Correspondence 26-207 through 26-326 placed on file

7. **PRESENTATIONS**

A. **2025 Audit Presentation**

Clifton Larson Allen LLP
(Pre-Agenda Only)

8. **PUBLIC COMMENT**

Jim Klukkert, Duluth, MN – Spoke in opposition of the proposed data center project. He urged Council to listen to public and vote no on the project. He expressed concern for the lack of women involved in Council and city staff.

Tim Kusnierek, Hermantown, MN – Spoke in opposition of the proposed data center project. He expressed frustration with the course of action taken regarding the project.

Candi Mock, Hermantown, MN – Spoke in opposition of the proposed data center project. She expressed concern for red flags in the decisions made around the AUAR and 2045 Comprehensive Plan.

Peter Taylor, Hermantown, MN – Spoke in opposition of the proposed data center project. He made recommendations to use separate consultants and experts on the project other than Googles. He shared concerns about needing to reduce noise emissions.

Motion to recess at 6:43 p.m. This motion, made by Councilor Geissler 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

Motion to reconvene at 6:46 p.m. This motion, made by Councilor Geissler 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

Sarah Lofald, Hermantown, MN – Spoke in opposition of the proposed data center project. She spoke about the large number of individuals who oppose this project that do not have the same confidence and flexibility to speak at and frequently attend meetings.

Rich Hilton, Hermantown, MN – Spoke in opposition of the proposed data center project. He expressed that opinion of those who oppose the project and can't attend meetings shouldn't carry any less weight. He shared concerns regarding lack of open dialogue and discussion with residents.

JoAnne Bates, Hermantown, MN – Spoke in opposition of the proposed data center project. She urged Council to not approve tax abatements for Google. She expressed concerns for residents and lack of insurance construction jobs would be for local union workers.

Dennis Lofald, Hermantown, MN – Spoke in opposition of the location for the proposed data center project. He shared the need to differentiate a data center and hyperscale data center in discussions. He emphasized that the project does not belong in the corner of Hermantown. He asked Council to stop the project if they can.

Tom Bates, Hermantown, MN – Spoke in opposition of the proposed data center project. He shared he is uncomfortable with Googles using their AI resources to predict deals. He told Council that if they say no to the project the residents opposed will back them.

Doug Olsen, Hermantown, MN – Spoke concerns regarding broken processes with city and residents. He shared that Hermantown has the opportunity to show others how to develop a process to work together as a community. He suggested town halls to give residents time to hear and process facts and discussion.

Tim Resberg, Hermantown, MN – Spoke in opposition of the proposed data center project. He shared concerns regarding city costs for maintaining new roads and the utility extension. He expressed concerns for residents of the rural area, such as decreasing land value and effects on well water.

Bob Kohlmeier, Hermantown, MN – Spoke in opposition of the proposed data center project. He shared concerns that elected officials are not representing the community and residents that elected them.

Clarissa Ek, Solway Township, MN – Spoke in opposition of the proposed data center project. She urged Council to pay attention to the Fond Du Lac tribe comments given the land involved includes tribal water tributaries and sacred streams. She expressed concerns for future generations and the projects effects on them.

Derek Storm, Hermantown, MN – Announced that he will not be running for office and filing lawsuit City Council members regarding, false information, data requests, and the Cities storm water tax. He expressed frustration with current state of Council and city.

Maggie Hylton, Duluth, MN – Spoke in opposition of the proposed data center project. She expressed concern that there is not a way to hold companies like Google accountable and urged Council to reconsider the project.

Jonathan Thornton, Hermantown, MN – Spoke in opposition of the proposed data center project. He shared concerns about the numbers and financing of the proposed project. He expressed concern regarding the lack of answering questions about property tax. He asked Council why they would let a trillion-dollar company get a 2.5% rate. He emphasized that trust with local government has been shattered.

Steven Newland, Hermantown, MN – Spoke in opposition of the proposed data center project. He shared that projects like this often create fewer jobs then promised. He expressed concern that a data center in Hermantown will affect the cities identity and appeal.

Emma Richtman, Hermantown, MN – Spoke in opposition of the proposed data center project. She expressed frustration regarding the Councils decision to go forward with an AUAR over an EIS after residents concerns and pending lawsuit. She shared that if Google prides themselves in sustainability and low impact on the environment they should support

an environmental review. She shared concerns about Google being held accountable and what stress will the city have maintaining their new infrastructure.

Karen Harmon, Hermantown, MN – Spoke about attending a Carlton County Commission meeting. She shared how wonderful it was for everyone to talk with each other, ask questions, and listen. She questioned whether this project would have the same results if conversations with the community happened sooner.

Barbara Opal, Duluth, MN – Spoke in opposition of the proposed data center project. She shared the sunk cost fallacy with Council and urged them to make the right decision to determine the best course of action for the future regardless of the amount of effort put in.

Dawn Lapointe, Hermantown, MN – Spoke in opposition of the proposed data center project. She discussed many concerns about the proposed agreements with Google regarding the need for job protection, decommissioning bonds, contamination liability, third party audits, water consumption caps, utility rate stabilization, road repair funds, and lack of enforcement.

9. **MOTIONS**

- A. Motion to approve or deny the following new liquor license application effective June 1, 2026 through June 30, 2027 contingent upon complete applications being received, successful background checks and license fees being paid in full:

Hermantown Tavern, LLC | 4767 W. Arrowhead Road | On-Sale Intoxicating/Sunday
(motion, roll call)

Motion to approve the new license application effective June 1, 2026 through June 30, 2027 contingent upon complete applications being received, successful background checks and license fees being paid in full. 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

10. **CONSENT AGENDA**

- A. **Minutes** - Approval or correction of May 4, 2026 City Council Continuation Minutes

- B. **Accounts Payable** - Approve general city warrants from May 1, 2026 through May 15, 2026 in the amount of \$705,005.95

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. **RESOLUTIONS**

- A. **2026-48 Resolution Accepting Large Specific Project Scoping Document and Authorizing The Preparation Of The Draft Alternative Urban Areawide Review (AUAR) Document For The Section 31 Hermantown Industrial Project**

(motion, roll call)

Councilor LeBlanc asked if there were separate environmental review processes and permits that happen outside of the AUAR. Councilor Hjelle asked who determines an update to the AUAR. Councilor Geissler asked how it is ensured that all comments are introduced and reviewed in the draft AUAR.

Nick Rhinehart, Hermantown, MN – Spoke in opposition of the proposed resolution. He spoke about consultant’s response to public comment such as the sculpting of the size of the area and lack of project clarity.

Sarah Lofald, Hermantown, MN – Spoke in opposition of the proposed resolution. She spoke about concerns with the first and current AUAR process and lack of project details. She shared that the city should prepare a full environmental impact statement after developer has completed a project description.

Rich Hilton, Hermantown, MN – Spoke in opposition of the proposed resolution. He questioned if the city changed its zoning and ordinance to fit the current project and avoid an EIS and proceed with an AUAR. He expressed concern regarding environmental impacts of data centers.

Julie Ernst, Hermantown, MN – Spoke in opposition of the proposed resolution. She expressed concerns that comments responses were not carefully considered and gave examples of responses that felt dismissive or not meaningful.

Jonathan Thornton, Hermantown, MN – Spoke in opposition of the proposed resolution. He expressed concern about misleading statement regarding number of comments made. He also expressed concern regarding time line in which comments were reviewed and published for Council to review.

Doug Olson, Hermantown, MN – Spoke in opposition of the proposed resolution. He expressed concerns regarding processes at the city.

Emma Richtman, Hermantown, MN – Spoke in opposition of the proposed resolution. She expressed concern about the planned use being BLM while still being a residential area. She asked what the timeline between current and future planned use is.

Geissler asked: Do we go and talk to the government agencies for discussion or just interpret and build in to AUAR. Eric – Yes, we can speak to them this is scoping process. G asked if they are just approving scoping document

Motion to approve 2026-48 Resolution Accepting Large Specific Project Scoping Document and Authorizing The Preparation Of The Draft Alternative Urban Areawide Review (AUAR) Document For The Section 31 Hermantown Industrial Project. 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

B. 2026-49 Resolution Clarifying Motion To Table Resolution 2026-45

(motion, roll call)

Councilor Geissler had questions regarding the jobs tied to the abatement agreement and school tax being paid. Councilor LeBlanc asked if someone from the school district can come in to explain budget and how the money would be used.

Sarah Lofald, Hermantown, MN – Expressed concerns about Council not being prepared and having a lack of knowledge of process. She expressed concerns regarding outdated and incorrect information in the proposed agreements that were tabled.

Emma Richtman, Hermantown, MN – Asked if proposed agreements that were tabled remain unchanged or if the material would get updated with new documentation to be brought forward after AUAR is complete.

JoAnne Bates, Hermantown, MN – Spoke about concerns regarding money for the school and asked Council to follow through with Councilor LeBlanc's recommendation to have someone from the school district come in to make more sense of what will be done.

Motion to approve 2026-49 Resolution Clarifying Motion To Table Resolution 2026-45. This motion, made by Councilor Geissler and seconded by Councilor LeBlanc, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

C. **2026-50 Resolution Authorizing The Purchase Of A Towmaster T-16T Trailer In The Amount Of \$25,920**

(motion, roll call)

Motion to approve 2026-50 Resolution Authorizing The Purchase Of A Towmaster T-16T Trailer In The Amount Of \$25,920. 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

D. **2026-51 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown For Parcel 395-0010-04405 To From Minnesota Power For The Hermantown Lightning Drive Improvements And Trail Project**

(motion, roll call)

Motion to approve 2026-51 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown For Parcel 395-0010-04405 To From Minnesota Power For The Hermantown Lightning Drive Improvements And Trail Project. This motion, made by Councilor Geissler 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. **2026-52 Resolution Receiving Preliminary Engineering Report And Calling For A Public Hearing For Road Improvement District No. 548 (The Reconstruction Of Stebner Road (MSAS 103) Between Morris Thomas Road And Maple Grove Road In Sections 23-26)**

(motion, roll call)

Motion to approve 2026-52 Resolution Receiving Preliminary Engineering Report And Calling For A Public Hearing For Road Improvement District No. 548 (The Reconstruction Of Stebner Road (MSAS 103) Between Morris Thomas Road And Maple Grove Road In Sections 23-26). 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

- F. **2026-53 Resolution Approving Preliminary And Final Plat Of Hawkline Business Park And Imposing Conditions On The Final Plat**

(motion, roll call)

Sarah Lofald, Hermantown, MN – Spoke in favor of the proposed resolution. She shared the history of the brownfield site. She urged Council to get assurances from developers for prevention of decontaminating environment.

Kathryn Sarnecki, Saint Paul, MN – Spoke in favor of the proposed resolution. She shared clarification of the environmental process due to the land being a superfund and noted that the MPCA is over seeing the process.

Motion to approve 2026-53 Resolution Approving Preliminary And Final Plat Of Hawklane Business Park And Imposing Conditions On The Final Plat. This motion, made by Councilor Geissler and seconded by Councilor LeBlanc, Carried.

Councilor John Geissler: Yea

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

G. **2026-54 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Purchase Agreement For Fireworks From Flashing Thunder Fireworks**

(motion, roll call)

Motion to approve 2026-54 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Purchase Agreement For Fireworks From Flashing Thunder Fireworks. This motion, made by Councilor Hjelle 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

12. **RECESS**

Motion to recess at 9:05 p.m. 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

ATTEST:

Mayor

City Clerk

CITY OF HERMANTOWN

CHECKS #73116-73149
05/16/2026 - 05/31/2026

PAYROLL CHECKS

Electronic Checks - #-62347-62427	\$144,816.02
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LIABILITY CHECKS

Electronic Checks - #-62340-62346	\$97,032.55
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Checks - #73144-73149	\$6,375.37
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PAYROLL EXPENSE TOTAL	\$248,223.94
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ACCOUNTS PAYABLE

Checks - #73116-73143	\$46,266.31
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Electronic Payments #-97265-97288	\$352,134.63
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ACCOUNTS PAYABLE TOTAL	\$398,400.94
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TOTAL	\$646,624.88
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CITY OF HERMANTOWN, MN 05/16/2026-05/31/2026
Check # is between 73116 and 73143 or Check # is between -97288 and -97265

5/29/2026

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	38.88	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks Uline	91.48	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Salo Napa Auto Parts	25.88	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	McClure Best Buy	32.65	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Post Board Licensing	270.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Royal Canin	747.11	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Travel Meals	79.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Dwyer Tessco	186.98	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Open AI	20.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Facebook	23.83	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Panama City Duluth	18.29	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	SJohnson MN Fire Svc Cert Boar	210.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Conway	788.47	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Orme Uplift Desk	1,232.79	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Amazon	121.12	-97288
601	212200	Credit Card Payable	FIRST BANKCARD	Orme Uplift Desk	284.49	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	McClure Residence Inn	3.23	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Online	118.35	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Dwyer Overlimit Fee	39.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Orme Zoom	16.45	-97288
602	212200	Credit Card Payable	FIRST BANKCARD	Orme Zoom	5.48	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Salo NASRO	50.00	-97288
601	212200	Credit Card Payable	FIRST BANKCARD	Orme Zoom	5.48	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Kwik Trip	188.94	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Senst Saker Plus	288.35	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Dwyer Natl Reg of EMTs	25.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Senst Double Lung	85.00	-97288
260	212200	Credit Card Payable	FIRST BANKCARD	Dwyer Amazon	315.68	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Napa Auto Parts	39.87	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks MN BCA	300.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Enright AXON	895.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	57.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks Amazon	144.98	-97288
602	212200	Credit Card Payable	FIRST BANKCARD	Orme Uplift Desk	284.49	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks Best Western	481.38	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks Sam's	218.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Gunderson Best Western	481.38	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Best Western	481.38	-97288

5/29/2026

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	212200	Credit Card Payable	FIRST BANKCARD	Crace Miller Mall Car Wash	40.54	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	99.46	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks Fleet Farm	113.97	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch Sam's	38.88	-97288
603	212200	Credit Card Payable	FIRST BANKCARD	Orme Uplift Desk	94.83	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks Bass Pro	119.99	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	McClure MN College & Uni	640.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Pfeiffer Travel Meals	63.02	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Esterbrooks Travel Meals	106.87	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Gunderson Travel Meals	80.95	-97288
601	212200	Credit Card Payable	FIRST BANKCARD	Senst Adobe	10.88	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Williams SOTA Training Conf	395.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Dwyer Sam's	436.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	SJohnson Apple	0.99	-97288
602	212200	Credit Card Payable	FIRST BANKCARD	Senst Adobe	10.88	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Pumps Tires	511.44	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Dwyer Best Buy	39.98	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Mulder Travel Meals	24.77	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	SJohnson MN Board FF Edu	150.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Pfeiffer Best Western	481.38	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Redbackboots.com	-185.00	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Police & Sheriff Press	50.00	-97288
230	212200	Credit Card Payable	FIRST BANKCARD	Orme Delta	2,686.83	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	McClureTravel Meals	31.02	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Heiman Fire Equip	842.85	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Amazon	275.01	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Heinbuch ICC	55.81	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Knapp Amazon	6.90	-97288
101	212200	Credit Card Payable	FIRST BANKCARD	Graves Redbackboots.com	185.00	-97288
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Apr 2026 Water Charges	123,903.03	-97287
275	452200	Community Building	MEDIACOM	EWC - Telephone	515.34	-97286
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet FD	40.98	-97286
601	494400	Water Administration and General	MEDIACOM	Phone PW	9.18	-97286
601	494400	Water Administration and General	MEDIACOM	Internet PW	47.44	-97286
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Internet CH	163.92	-97286
275	452200	Community Building	MEDIACOM	EWC - Cable TV	181.51	-97286
275	452200	Community Building	MEDIACOM	EWC - Internet	354.90	-97286
602	494900	Sewer Administration and General	MEDIACOM	Internet PW	71.15	-97286

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Phone CH	404.01	-97286
275	452200	Community Building	MEDIACOM	EWC - Line for Elevator	187.36	-97286
602	494900	Sewer Administration and General	MEDIACOM	Phone PW	13.77	-97286
101	431100	Street Department	MEDIACOM	Phone PW	22.95	-97286
101	431100	Street Department	MEDIACOM	Internet PW	118.59	-97286
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Phone FD	101.00	-97286
101	422902	Firehall #2 Morris Thomas Road	MN ENERGY RESOURCES CORP	Natural Gas FH2	190.02	-97285
101	422902	Firehall #2 Morris Thomas Road	MN POWER	4995600000 FH #2 MorrisThomas	49.10	-97284
101	419901	City Hall & Police Building Maintenance	MN POWER	4995600000 City Hall/Police/Fi	3,133.29	-97284
101	431901	City Garage	MN POWER	4995600000 5255 Maple Grove Rd	32.80	-97284
602	494900	Sewer Administration and General	MN POWER	0973881171 Sewer	808.54	-97284
101	452100	Parks	MN POWER	0606881181 Murphy House	34.36	-97284
602	494900	Sewer Administration and General	MN POWER	4995600000 4971 Lightning Dr	120.31	-97284
601	494400	Water Administration and General	MN POWER	3623400000 Water	909.51	-97284
605	431160	Street Lighting	MN POWER	0234310000 Overhead St Lights	476.76	-97284
605	431160	Street Lighting	MN POWER	0733871171 Traffic Lights	771.00	-97284
101	452100	Parks	MN POWER	0606881181 Parks	1,054.39	-97284
605	431160	Street Lighting	MN POWER	0247020000 Street Lights	399.92	-97284
605	431160	Street Lighting	MN POWER	6175310000 Street Lights	735.85	-97284
605	431160	Street Lighting	MN POWER	1424100000 Street Lights	421.73	-97284
605	431160	Street Lighting	MN POWER	0041881181 Street Lights	472.87	-97284
605	431160	Street Lighting	MN POWER	3060281959 Street Lights (Roun	20.67	-97284
601	494400	Water Administration and General	MN POWER	4995600000 4971 Lightning Dr	180.47	-97284
101	422901	Firehall #1 Maple Grove Road	MN POWER	4995600000 City Hall/Police/Fi	2,003.25	-97284
101	431901	City Garage	MN POWER	4995600000 4971 Lightning Dr	300.79	-97284
101	422903	Firehall #3 Midway Road	MN POWER	4995600000 FH #3 Midway/Rose	83.70	-97284
101	452200	Community Building	MN POWER	0606881181 Community Bldg	520.34	-97284
275	452200	Community Building	MN POWER	3481871314 EWC Garage	21.20	-97284
275	452200	Community Building	MN POWER	5498955531 4289 Ugstad Rd/EWC	12,499.39	-97284
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	84.09	-97283
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	204.19	-97283
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	56.06	-97283
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	226.99	-97283
101	414100	Elections	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	39.22	-97283
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	11.84	-97283
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	27.36	-97283
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	55.50	-97283
101	421100	Police Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	90.79	-97282

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97282
101	431100	Street Department	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97282
101	419100	Community Development	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97282
101	422100	Fire Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97282
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97282
602	494900	Sewer Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97282
101	415300	Administration & Finance	WEX HEALTH INC	Monthly Participant /Cobra Fee	36.14	-97282
101	422901	Firehall #1 Maple Grove Road	ACP CREATIVIT, LLC	May 2026 Maintenance	70.35	-97281
101	431100	Street Department	ACP CREATIVIT, LLC	May 2026 Maintenance	16.75	-97281
101	419901	City Hall & Police Building Maintenance	ACP CREATIVIT, LLC	May 2026 Maintenance	237.85	-97281
101	452200	Community Building	ACP CREATIVIT, LLC	May 2026 Maintenance	10.05	-97281
230	214500	Escrow Deposits Payable	BRAUN INTERTEC CORPORATION	Environmental Review RGU Assis	8,755.50	-97280
101	422901	Firehall #1 Maple Grove Road	DOORCO, INC.	Emergency Garage Door Replacem	8,430.50	-97279
101	419901	City Hall & Police Building Maintenance	FIREPRO SPRINKLER SPECIALISTS, INC	Fire Sprinkler Service Work	726.85	-97278
401	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Tracked Skid Steer	74,500.00	-97277
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	624 Cutting Edge	1,148.52	-97276
230	465100	HEDA	FRYBERGER, BUCHANAN, SMITH & FREDERICK,	Legal Services - HEDA	2,000.00	-97275
101	422100	Fire Administration	MACQUEEN EQUIPMENT, LLC	Lights & Siren - Rescue 1	615.38	-97274
101	422100	Fire Administration	MACQUEEN EQUIPMENT, LLC	Lights & Siren - Rescue 2	563.13	-97274
101	422100	Fire Administration	MACQUEEN EQUIPMENT, LLC	Light Bar & Siren - Rescue 3	814.00	-97274
101	421100	Police Administration	MACQUEEN EQUIPMENT, LLC	Vehicle Parts - SQD 14	1,600.93	-97274
101	422100	Fire Administration	MACQUEEN EQUIPMENT, LLC	Fox Box Repair - Rescue 1	83.63	-97274
101	431901	City Garage	MENARD INC	Timber for Blocking	134.85	-97273
101	422100	Fire Administration	MENARD INC	Plywood	45.00	-97273
101	431100	Street Department	MENARD INC	Hammers - Parks Truck	61.59	-97273
101	431901	City Garage	MENARD INC	Batteries	18.64	-97273
101	419901	City Hall & Police Building Maintenance	MENARD INC	Tool Cab	599.99	-97273
101	421100	Police Administration	MENARD INC	Range Materials	189.08	-97273
101	419901	City Hall & Police Building Maintenance	MENARD INC	Bar Oil	3.49	-97273
101	422100	Fire Administration	MENARD INC	Cleaning Supplies	59.29	-97273
101	452100	Parks	MENARD INC	Garbage Bags	32.97	-97273
101	419901	City Hall & Police Building Maintenance	MENARD INC	Screw Combo	1.28	-97273
101	431100	Street Department	NORTHERN DOOR & HARDWARE INC	Locks	549.00	-97272
475	433500	Water Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hawkline Public Infrastructure	10,942.50	-97271
475	433500	Water Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hawkline - SLC Public Improvem	16,061.00	-97271
230	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Project Loon	8,452.19	-97271
101	416100	City Attorney	OVEROM LAW, PLLC	Marijuana Use Restrictions	135.00	-97270
602	494500	Sewer Maintenance	OVEROM LAW, PLLC	Reinke Road Sewer Line Extensi	702.00	-97270

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,300.00	-97270
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Project Loon Stop the Data Cen	228.00	-97270
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Utility Commission	22.50	-97270
101	424100	Building Inspection	OVEROM LAW, PLLC	Point Superior Mobile Home Par	705.00	-97270
601	494400	Water Administration and General	OVEROM LAW, PLLC	Utility Commission	22.50	-97270
475	431150	Street Improvements	OVEROM LAW, PLLC	Lighting Drive-Thunderchief Dr	816.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	Damage to Property Claims	156.00	-97270
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Project Loon Cartway Vacation	258.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	Old Midway and Hermantown Road	240.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	Midco Fiber Project	57.00	-97270
101	421100	Police Administration	OVEROM LAW, PLLC	Prosecution Contract Matters	105.00	-97270
101	424100	Building Inspection	OVEROM LAW, PLLC	Point Superior Mobile Estates	645.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	Fichtner Playground Warranty	135.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	HVAC Upgrade for City Hall	90.00	-97270
101	419100	Community Development	OVEROM LAW, PLLC	2025 Shoreland Ordinance Updat	843.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	Fichtner Field Park Improvemen	54.00	-97270
101	421100	Police Administration	OVEROM LAW, PLLC	Police Department Procedures	240.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	Department of Labor and Indust	1,548.00	-97270
101	419100	Community Development	OVEROM LAW, PLLC	Community Development Matters	150.00	-97270
603	441100	Storm Water	OVEROM LAW, PLLC	Storm Water Utility Matters	45.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	Charter Commission	180.00	-97270
415	465200	Community Development	OVEROM LAW, PLLC	Arena Construction - Rec Facil	108.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	Williams Drive Vacation	198.00	-97270
101	416100	City Attorney	OVEROM LAW, PLLC	Annual Audit Matters	21.74	-97270
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Project Loon MCEA Litigation	324.00	-97270
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	HEDA: Project Loon Development	3,291.00	-97270
101	422100	Fire Administration	PRO PRINT INC	EMS Reports	177.85	-97269
101	421100	Police Administration	SHRED-N-GO INC	Shredding Contract through 05/	174.82	-97268
475	431150	Street Improvements	SRF CONSULTING GROUP, INC.	ROW Acquisitions	8,338.40	-97267
230	465100	HEDA	TWIN PORTS TESTING INC	Hazardous Materials Testing	3,460.96	-97266
602	494500	Sewer Maintenance	WLSSD	1st Half District Wide Allocat	21,251.00	-97265
101	341015	Community Building Rentals	ARROWHEAD BUILDER'S ASSOCIATION	May 2026 Rent Refund	333.34	73116
602	494500	Sewer Maintenance	BATTERIES PLUS BULBS	Battery - Gen Set	364.95	73117
101	422100	Fire Administration	BOUND TREE MEDICAL, LLC	Medical Supplies	111.45	73118
101	421100	Police Administration	BUREAU CRIMINAL APPREHENSION	Background Check for Vendor	64.00	73119
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	73120
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.07	73120
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	73120

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	18.11	73120
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.07	73120
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	71.21	73120
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	42.55	73120
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	74.98	73120
601	494300	Water Distribution	CORE & MAIN LP	Water Meters - Pillars	9,374.11	73121
230	214500	Escrow Deposits Payable	CROKE FAIRCHILD DUARTE & BERES	Data Center Legal Counsel	3,040.00	73122
101	421100	Police Administration	CROW-GOEBEL VETERINARY CLINIC, P A	Vet - Kylo	118.80	73123
101	415300	Administration & Finance	DELUXE	Checks	1,513.49	73124
101	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2025 Financial Management Plan	885.00	73125
603	441100	Storm Water	ENVIRONMENTAL EQUIPMENT & SERVICES	Poly Main Broom	637.00	73126
601	494300	Water Distribution	GRAND COMPANIES, LLC	Flat Sawing	452.00	73127
101	414100	Elections	HERMANTOWN STAR LLC	Candidate Filing Notice	140.25	73128
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Apr 20, 2026 Minutes	57.75	73128
101	419100	Community Development	HERMANTOWN STAR LLC	PH BOA	33.00	73128
101	431100	Street Department	JTC STORAGE	Storage Container	2,500.00	73129
601	494300	Water Distribution	JTC STORAGE	Storage Container	1,250.00	73129
602	494500	Sewer Maintenance	JTC STORAGE	Storage Container	1,250.00	73129
230	214500	Escrow Deposits Payable	LMCIT	Litigation Costs - Data Center	4,759.60	73130
101	415300	Administration & Finance	MCCLURE, ALISSA	Mileage - MCFOA Conference	289.28	73131
101	431100	Street Department	ONSITE MEDICAL SERVICES, INC.	Onsite Medical Services	950.00	73132
601	494300	Water Distribution	PACE ANALYTICAL SERVICES, LLC	Drinking Water Testing	999.00	73133
601	494300	Water Distribution	PACE ANALYTICAL SERVICES, LLC	Drinking Water Testing	999.00	73133
230	465100	HEDA	RONCHETTI, CHAD	Chamber Luncheon	40.00	73134
230	465100	HEDA	RONCHETTI, CHAD	Claude Subscription	20.00	73134
101	421100	Police Administration	SHEL/DON GROUP INC	Business Cards - Leibel	88.44	73135
412	419100	Community Development	SHORT ELLIOTT HENDRICKSON INC	Keene Creek Trail Hydraulics	4,229.23	73136
240	433500	Water Improvements	SHORT ELLIOTT HENDRICKSON INC	HERMT Water Meter Station	935.69	73136
101	419901	City Hall & Police Building Maintenance	STACK BROS MECHANICAL, INC.	Emergency Repair to Failed Bui	1,450.00	73137
101	421100	Police Administration	THOMSON REUTERS - WEST	Clear Subscription - Apr 26	181.91	73138
101	421100	Police Administration	TROY'S SERVICE CENTER	Tires - SQD 14	838.00	73139
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 11	93.42	73139
101	421100	Police Administration	TROY'S SERVICE CENTER	Hook Up Monitor/Thermostat Rep	547.09	73139
101	421100	Police Administration	TROY'S SERVICE CENTER	Brakes - SQD 18	662.88	73139
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 20	92.29	73139
101	422100	Fire Administration	TROY'S SERVICE CENTER	Brakes/Rotors - Rescue 4	1,311.81	73139
101	452100	Parks	TRUE NORTH AUTOMOTIVE LLC	Brakes/Water Pump/Axle- Mowers	1,840.62	73140
601	494300	Water Distribution	TRUSTEES OF THE HAMLINE UNIVERSITY OF MN	Annual Site License	682.00	73141

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Apr 2026 Bill Print	603.17	73142
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Apr 2026 Bill Print	603.16	73142
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Apr 2026 Bill Print	603.17	73142
101	431100	Street Department	ZIEGLER INC	928G Loader Parts	221.42	73143
603	441100	Storm Water	ZIEGLER INC	Water Truck Rental	839.16	73143

Totals: 233 records printed 398,400.94

CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Amend Chapter 4 – Land Use, Chapter 6 – Transportation and Utilities and Chapter 7 – Implementation of the City’s Comprehensive Plan

☒ **RESOLUTION:** 2026-55 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Amendment of Chapters 4 – Land Use, Chapter 6 – Transportation and Utilities and Chapter 7 – Implementation of the City’s Comprehensive Plan.

BACKGROUND

The City of Hermantown adopted an updated 2045 Comprehensive Plan for the City in the spring of 2025. As part of the plan, there are seven chapters to the comprehensive plan consisting of the following:

- Plan Purpose and Vision
- Background and Trends
- Natural Resources and Recreation
- Land Use
- Economic and Housing Development
- Transportation and Utilities
- Implementation

The comprehensive plan update is available on the City’s website at:

https://hermantownmn.com/wp-content/uploads/2025/03/Hermantown-Comprehensive-Plan-Update_20250305_reduced.pdf

A public hearing for this item was held at the May 19, 2026 Planning and Zoning Commission meeting. There were seventeen members of the public who spoke to the item with comments both for and opposed to the amendment. The Planning and Zoning Commission recommended the item to the City Council for their review and approval.

The City has been in ongoing discussions about the extension of sanitary sewer and water service to the Adolph area of the City with St. Louis County and the Western Lake Superior Sanitary Sewer District (WLSSD). These conversations were initiated due to both the 2045 Comprehensive Plan and the proposed Google Data Center in the SW quadrant of the City. The conceptual plan for extending the utilities to serve the entire Adolph area is to extend these services along W. Arrowhead Road to Midway Road, then south along the Midway Road right of way to the Adolph/Section 31 area.

Per the 2045 Comprehensive Plan, the City's Urban Service Boundary (USB) generally encompasses the eastern portion of the City from Lindahl Road to Haines Road and from the southern boundary of the Duluth International Airport to the City's southern boundary, which is generally St. Louis River Road and lastly within the SW quadrant of the City.

Upon further review of the 2045 Comprehensive Plan by WLSSD, it was noted by them that the USB does not match the WLSSD USB and they have recommended the comprehensive plan be amended to reflect this. Furthermore, WLSSD is requiring that any proposed utility extension be within the USB even if the utility is not planned to serve properties beyond the timeline of the comprehensive plan.

Additionally, existing sanitary and water services currently exist outside of the adopted USB, and as a result the USB should be updated to encompass those utilities.

City staff has relayed this information to Hoisington Koegler Group, Inc. (HKGI), who was the City's consultant for the comprehensive plan update. HKGI has provided an updated Future Land Use and Urban Services Boundary Map (FLU) to reflect WLSSD's existing USB as well as to indicate on the map short term (10 years or less) and long term (greater than 10 years) urban growth areas in the west and north portions of the City. To simplify and avoid future complications, this amendment brings the entirety of the City into the USB but specifies growth areas and timelines that are consistent with the language utilized by the WLSSD and state statute.

Lastly, HKGI has provided language updates to Chapter 6 to reflect the proposed USB and growth areas and how these areas would be served by utilities at a future date as well as Chapter 7 to reflect implementation of the plan.

The primary updates are:

- USB updated on FLU map in Land Use chapter
- USB updated on sanitary sewer and water supply maps in chapter 6
- Remaining maps in Land Use chapter – legends updated to “2001 USB”
- Page 47 narrative is updated and expanded
- Pages 81 and 82 narrative is updated and expanded
- Reference to urban services boundary in Land Use chapter (pages 37-46) updated to 2001 USB
- Goal 4.1.4 - Expand the urban services (city sewer and water) to encompass the entirety of the City, however phase the expansion in order to provide short term and long term growth opportunities.
- Goal 4.1.5 - Consider the extension of urban services as a way to support economic development.
- Goal 6.4.2 - Expand infrastructure within the City's urban services boundary to promote the addition of new development including industrial, commercial and new housing types and densities available to a wide range of households, including number of occupants, types, ages, and incomes.
- Goal 6.4.3 – the word “boundary” is removed
- Table 7.1 Item 4.2 – Evaluate timing for the expansion of the City's urban services to the rural area northwest of the airport to support future economic development opportunities.
- Table 7.1 Item 4.8 – Evaluate timing to the expansion of the urban services to the rural area generally west of Lindahl Road and north of Hermantown Road to support economic development opportunities.

NEXT STEPS

If the Comprehensive Plan Amendment is approved by the City Council, staff will then submit the plan to WLSSD in order for them to commence with the amendment of their comprehensive plan in order to mirror Hermantown's. This process would be expected to be complete by mid to late summer 2026.

SOURCE OF FUNDS (if applicable)

245-419100-319

ATTACHMENTS

- Resolution
- Amended Chapter 4 – Land Use
- Amended Chapter 6 - Transportation and Utilities
- Amended Chapter 7 - Implementation

Resolution No. 2026-55

Resolution Approving Comprehensive Plan Amendment to Chapter 4 – Land Use, Chapter 6 – Transportation and Utilities and Chapter 7 – Implementation As Prepared By Hoisington Koegler Group, Inc.

WHEREAS, the City’s Comprehensive Plan Update (PLAN) was adopted on April 21, 2025; and

WHEREAS, the City received comments from the Western Lake Superior Sanitary Sewer District (WLSSD) after the approval of the PLAN regarding discrepancies with the Urban Service Boundary associated with the PLAN; and

WHEREAS, the City desires to extend utility mains in an area of the City currently outside of the Urban Service Boundary; and

WHEREAS, the WLSSD is requiring that any proposed utility extension be within the Urban Service Boundary even if the utility is not planned to serve properties until a later date; and

WHEREAS, the City of Hermantown engaged Hoisington Koegler Group, Inc. (HKGI) on April 10, 2026 to update Chapters 4 -Land Use, Chapter 6 – Transportation and Utilities and Chapter 7 – Implementation of to the PLAN to reflect the utility extension; and

WHEREAS, the City of Hermantown Planning and Zoning Commission held a public hearing on May 19, 2026; and

WHEREAS, on May 19, 2026, the Planning and Zoning Commission voted 4-2 to recommend the PLAN to the City Council for their review and approval; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to adopt the PLAN to replace the previous prepared chapters of the 2045 Comprehensive Plan; and

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

1. The City adopts the Comprehensive Plan Amendment to Chapter 4 – Land Use, Chapter 6 – Transportation and Utilities and Chapter 7 – Implementation of (PLAN) to replace those chapters within the 2045 Comprehensive Plan.
2. City staff prepares certification to send to the Minnesota Environmental Quality Board (EQB) for their records.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such motion 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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-55 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

04. LAND USE

PURPOSE

The Land Use chapter serves as the City's high-level, long-term guide for future growth and development in the community. The foundation of future land use planning is an inventory, mapping, and analysis of Hermantown's existing land uses, development patterns, and community character. With a good understanding of existing conditions, this chapter establishes the community's preferred direction for future growth, development patterns, and land uses. Supporting the plan's vision of balancing growth, development, and preservation opportunities, the Land Use chapter provides guidance for the appropriate types and locations for future development. This chapter will be used to help determine future public investments in infrastructure and facilities, make decisions concerning private development proposals, and set priorities for future planning efforts.

The Land Use chapter also provides broad direction for the regulation of land development, serving as the basis for the Zoning Code and Zoning Map. The future land use map identifies the City's desired development locations and patterns, including varying types of residential, commercial, business/industrial, mixed-use, public, and recreation/open space uses. The future land use locations and patterns are approximate, subject to interpretation, and adjusted as needed based on actual site conditions as future development is considered.



WHAT WE HEARD FROM THE COMMUNITY

- Preserve the community's natural beauty including creeks, wetlands, and wooded areas
- Appreciation for local amenities, such as the schools, Wellness Center, and Hermantown Arena, and interest in adding other services
- Provide safe trails and sidewalks to destinations
- Expand housing options by allowing a wider variety of housing types



Existing land uses in Hermantown Marketplace

HIGHLIGHT

The major existing land uses are **residential (55%), public/institutional (9%), and commercial (5%)**. Vacant land represents a significant portion of the land at 21%.

EXISTING LAND USES AND DEVELOPMENT PATTERNS

EXISTING LAND USES

Hermantown's current development character is dominated by residential areas, a mix of rural and suburban residential patterns, and a regional commercial corridor along Hwy 53 and Haines Road. The eastern 2/3 of the community, generally east of Lindahl Road, is within Hermantown's urban services boundary. The major existing land uses are residential (55%), public/institutional (9%), and commercial (5%). Vacant land represents a significant portion of the land at 21%.

The city's northeast quadrant (Lindahl Road to the west, Maple Grove Road to the south) contains the majority of the commercial, industrial, and residential development, as well as most of the city's public and private institutions and parks. Within the 2001 urban services boundary, larger residential lots are located along the main roads, which have direct access to these roads. Smaller lots are located in pocket neighborhoods, which are accessed via smaller neighborhood roads. The Hermantown Marketplace at the intersection of Hwy 53 & Haines Road contains the highest intensity development with a mix of commercial and higher density residential. West of the 2001 urban services boundary, residential lots are larger and do not have access to the city's water and sewer services.

The existing land use map shown in Figure 4.1 displays the quantities and patterns of land uses across Hermantown today. This map is constructed from St. Louis County data with additional staff understanding of local conditions. The map highlights both the commercial focus along Miller Trunk Highway and Haines Road, the predominantly rural/suburban residential character of the rest of the city, and the significant open space and undeveloped areas. A secondary commercial/industrial corridor follows Highway 2 and Midway Road in the southwest. More recent development in the Marketplace is beginning to add new housing opportunities and more contemporary types of commercial.



Existing public/institutional



Existing residential, high density

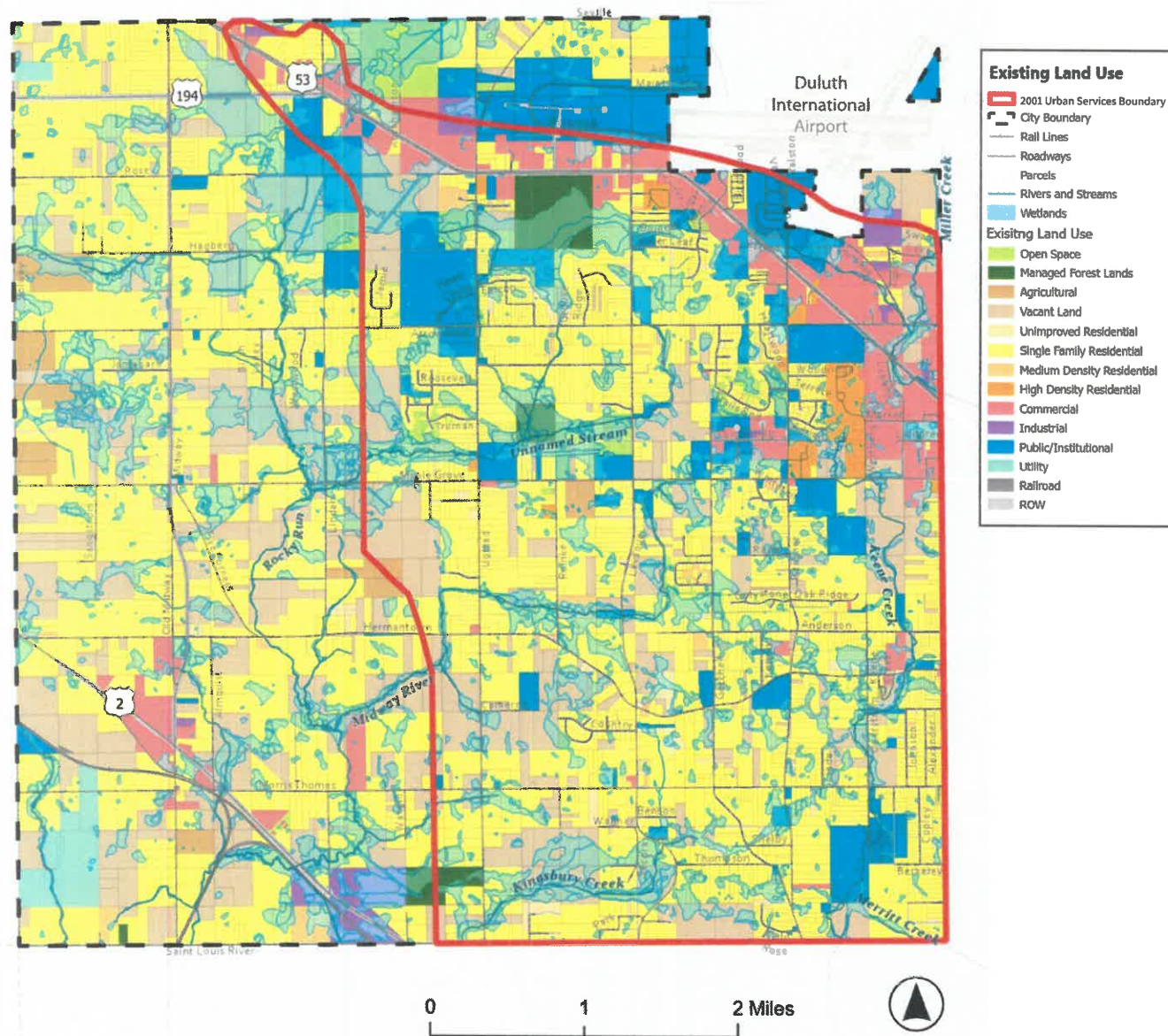


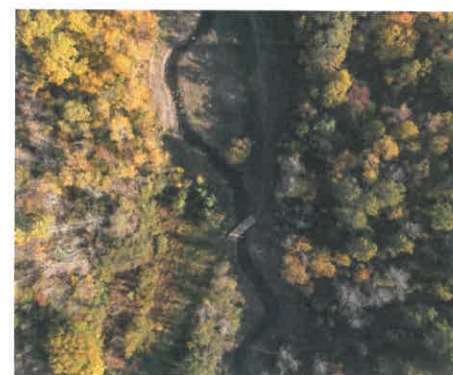
Figure 4.1 Existing Land Use



Existing rural property



Existing recreation land



Existing open space land

Table 4.1 quantifies the amount of land within each existing land use classification, though some qualifiers are needed. Land shown as single family residential – especially in the central and western portions of the city – may be mostly undeveloped and indistinguishable from other unimproved land. Much of this area is constrained by wetlands, floodplains, or other environmental factors. Subtracting these constrained areas results in the amounts listed under Net Acres.

EXISTING LAND USE	TOTAL ACRES	% OF TOTAL	NET ACRES	% OF TOTAL
Agricultural	311	1.4%	258	1.5%
Unimproved Residential	205	0.9%	137	0.8%
Single Family Residential	11,543	52.2%	9,478	55.3%
Medium Density Residential	210	1.0%	154	0.9%
High Density Residential	178	0.8%	159	0.9%
Commercial	1,161	5.3%	1,013	5.9%
Industrial	254	1.2%	141	0.8%
Public / Institutional	1,897	8.6%	1,382	8.1%
Open Space	449	2.0%	185	1.1%
Managed Forest Lands	261	1.2%	116	0.7%
Railroad	45	0.2%	42	0.2%
Right of Way	742	3.4%	697	4.1%
Utility	235	1.1%	217	1.3%
Vacant Land	4,602	20.8%	3,154	18.4%
Total	22,092		17,134	

Table 4.1 Existing Land Use Data

EXISTING ZONING DISTRICTS

Zoning districts, in contrast to existing land uses, show how land has been classified and what uses are allowed through the city's zoning regulations. The zoning map in Figure 4.2 provides a better picture of the city's previous vision for how Hermantown should develop.



Existing commercial



Existing residential, medium density

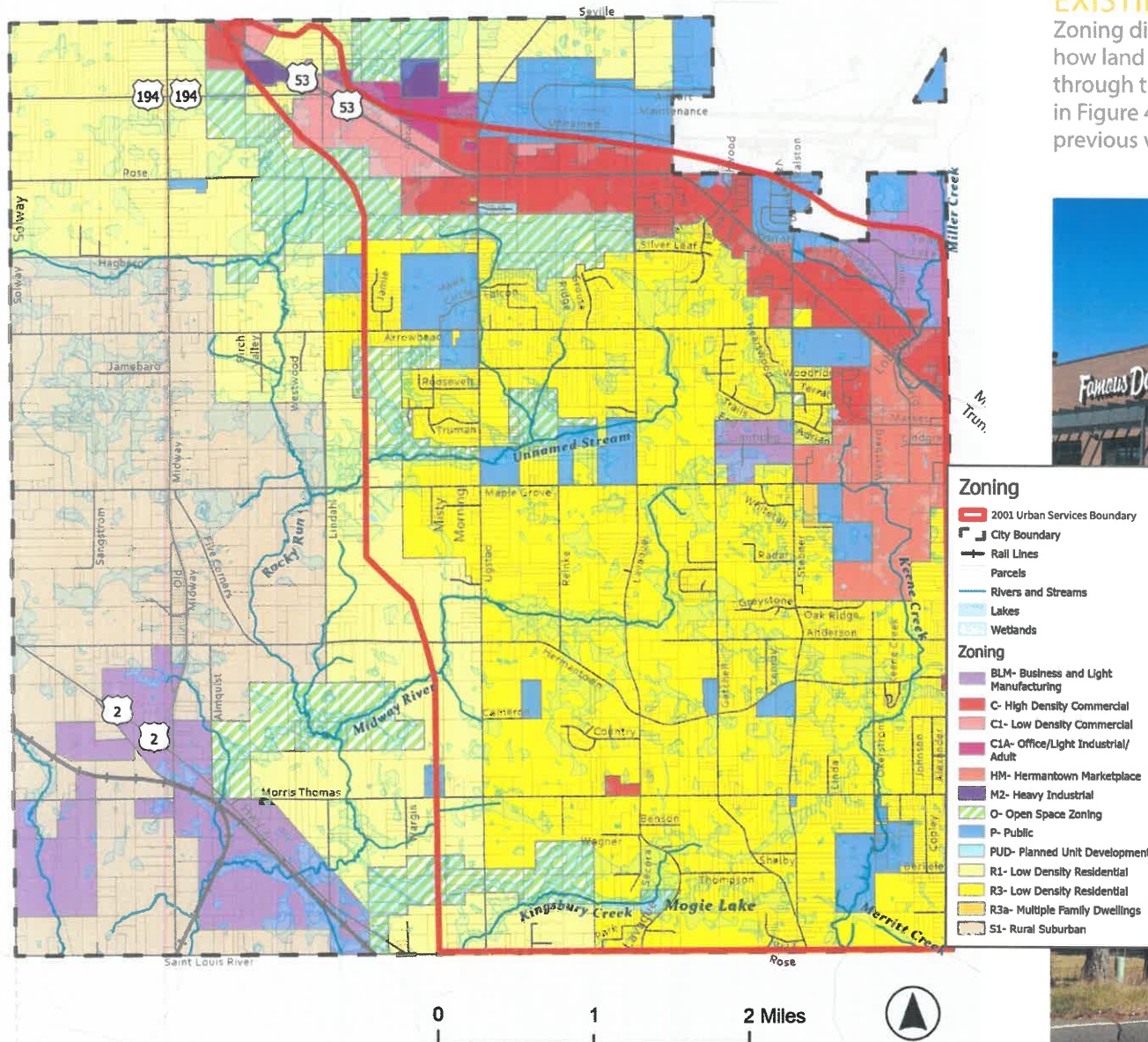


Figure 4.2 Existing Zoning

A major factor that drives the community's development pattern is the boundary of where urban services (city water and sanitary sewer) are available and where they are not. The 2001 boundary is included on the existing zoning map above. Outside this boundary – to the west and north – the density of development is limited to what can be accommodated through the use of septic systems. Within the boundary, higher densities can be supported.

EXISTING ZONING DISTRICT	TOTAL ACRES	% OF TOTAL	NET ACRES	% OF TOTAL
Business and Light Manufacturing	1,438	6.5%	1,196	7.0%
High Density Commercial	982	4.4%	807	4.7%
Low Density Commercial	270	1.2%	214	1.2%
Office/Light Industrial/Adult	101	0.5%	68	0.4%
Hermantown Marketplace	570	2.6%	480	2.8%
Heavy Industrial	65	0.3%	55	0.3%
Open Space	1,865	8.4%	616	3.6%
Public	1,345	6.1%	1,137	6.6%
Planned Unit Development	30	0.1%	30	0.2%
Low Density Residential (R1)	4,076	18.5%	3,291	19.2%
Low Density Residential (R3)	7,360	33.3%	5,983	34.9%
Multiple Family Dwellings	19	0.1%	16	0.1%
Rural Suburban	4,002	18.2%	3,250	19.0%
Total	22,092		17,134	

Table 4.2 Existing Zoning Data

PROJECTED COMMUNITY GROWTH AND LAND NEEDS

Another key factor driving the plans for future development is the anticipated growth that Hermantown is projected to experience over the next two decades. Since 1990, Hermantown has grown by 3,550 people, or 1,504 households. The greatest amount of growth occurred in the early 2000s, but dropped off between 2010 and 2020 (see Table 4.3).

YEAR	POPULATION	CHANGE	HOUSEHOLDS	CHANGE
1990	6,671	--	2,192	--
2000	8,047	+1,376	2,726	+534
2010	9,414	+1,367	3,355	+629
2020	10,221	+807	3,696	+341
Total (1990-2020)		+3,550		+1,504

Table 4.3 City of Hermantown Growth Trend

The Duluth-Superior Metropolitan Interstate Council (MIC) projects that through 2045, the population of Hermantown will increase by only another 451 people (a 4.4% rate of growth) and households will increase by 204 (a 5.5% rate of growth). This rate of growth is less than what Hermantown has experienced in recent years, but is still higher than projections for Duluth and St. Louis County as a whole.

In order to ensure that sufficient developable land is available to accommodate the city's growth over the next 20 years, alternative growth rates were developed. Using the MIC growth rate of 4.4% as a baseline, a medium growth of 5% over 10 years and a high growth of 7% over 10 years were calculated and extended out to 2045 (25 years beyond the 2020 Census populations). Table 4.4 shows the range of projected population growth for 2045 as well as the projected number of households. Projections for the number of households are based on decreasing average household size, which results in household growth being higher than population growth.

	2045 POPULATION	CHANGE	2045 NUMBER OF HOUSEHOLDS	CHANGE	% INCREASE
MIC Plan	10,672	+451	4.4%	3,900	5.5%
Medium Growth	11,550	+1,330	13.0%	4,230	14.4%
High Growth	12,000	+1,800	17.4%	4,400	19.0%

Table 4.4 City of Hermantown 2045 Growth Projections

Because household sizes are generally shrinking, it takes more households to shelter the same number of people. In 1990, Hermantown had approximately 3 people per household (pph). That figure shrank to 2.9 pph in 2000 and 2.8 pph in 2010. In 2020, the number dropped further to 2.75 pph.

HIGHLIGHT

Since 1990, Hermantown has grown by 3,550 people, or 1,504 households. The greatest amount of growth occurred in the early 2000s.



Developable land for future growth

POTENTIAL DEVELOPABLE LAND

Potential developable land is constrained by the 2001 urban services boundary, waterways (rivers, creeks, lakes) including shoreland and floodplain, wetlands, protected open spaces, and airport safety zones.

The City currently uses its zoning code and map to protect shoreland, floodplain, and open spaces. Additionally, the zoning ordinance has an open space district to protect areas of unsuitable soils, low marsh/wetlands, bedrock, or steep topography. This district encourages the preservation of wildlife habitat, the retention of water run-off, and conservation of soil and water resources for the present and future enjoyment of the general public.

The Duluth International Airport (DLH) is operated by the Duluth Airport Authority (DAA). The DAA through its Joint Airport Zoning Board (JAZB) has established an airport zoning ordinance that includes land use safety zones. These zones restrict the uses that might be hazardous to the operations of the airport. Safety Zone 3, furthest from the airport, limits uses that may cause radio or electronic interference, have excessive lighting that may cause confusion for pilots, result in glare, or otherwise impair visibility and endanger landing, take off, or maneuvering of aircraft. Safety Zone 2.5 prohibits daycares, residential care facilities, schools, and hospitals. Safety Zone 2 further restricts development by prohibiting uses that encourage the assembly of people, including places of worship, restaurants, movie theaters, arenas, nursing homes, and hotels, among others. Finally, Safety Zone 1, located closest to the runways, prohibits all buildings and temporary structures, but allows agricultural and light outdoor recreation uses, cemeteries, and automobile parking.

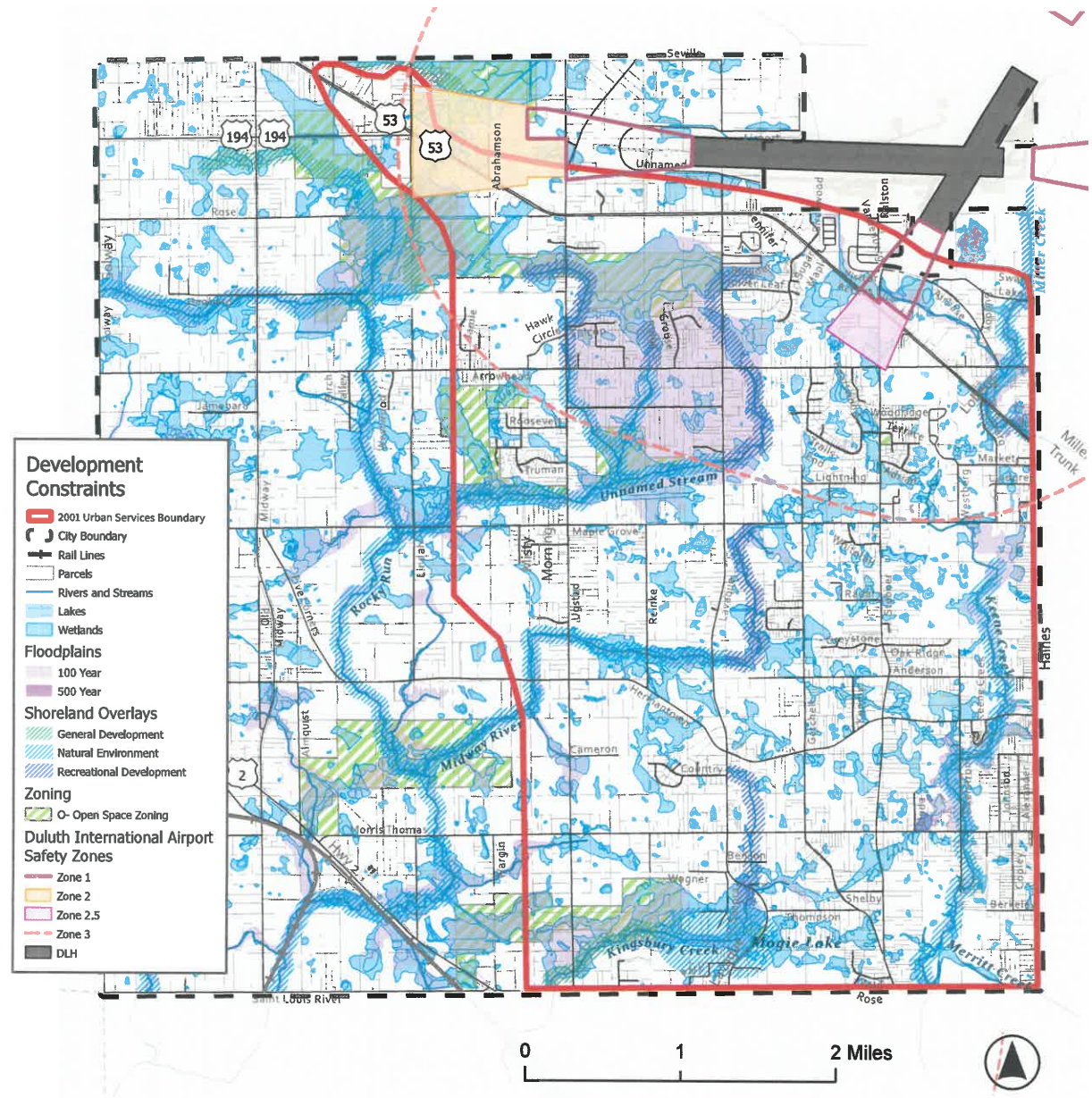


Figure 4.3 Constraints of Future Development

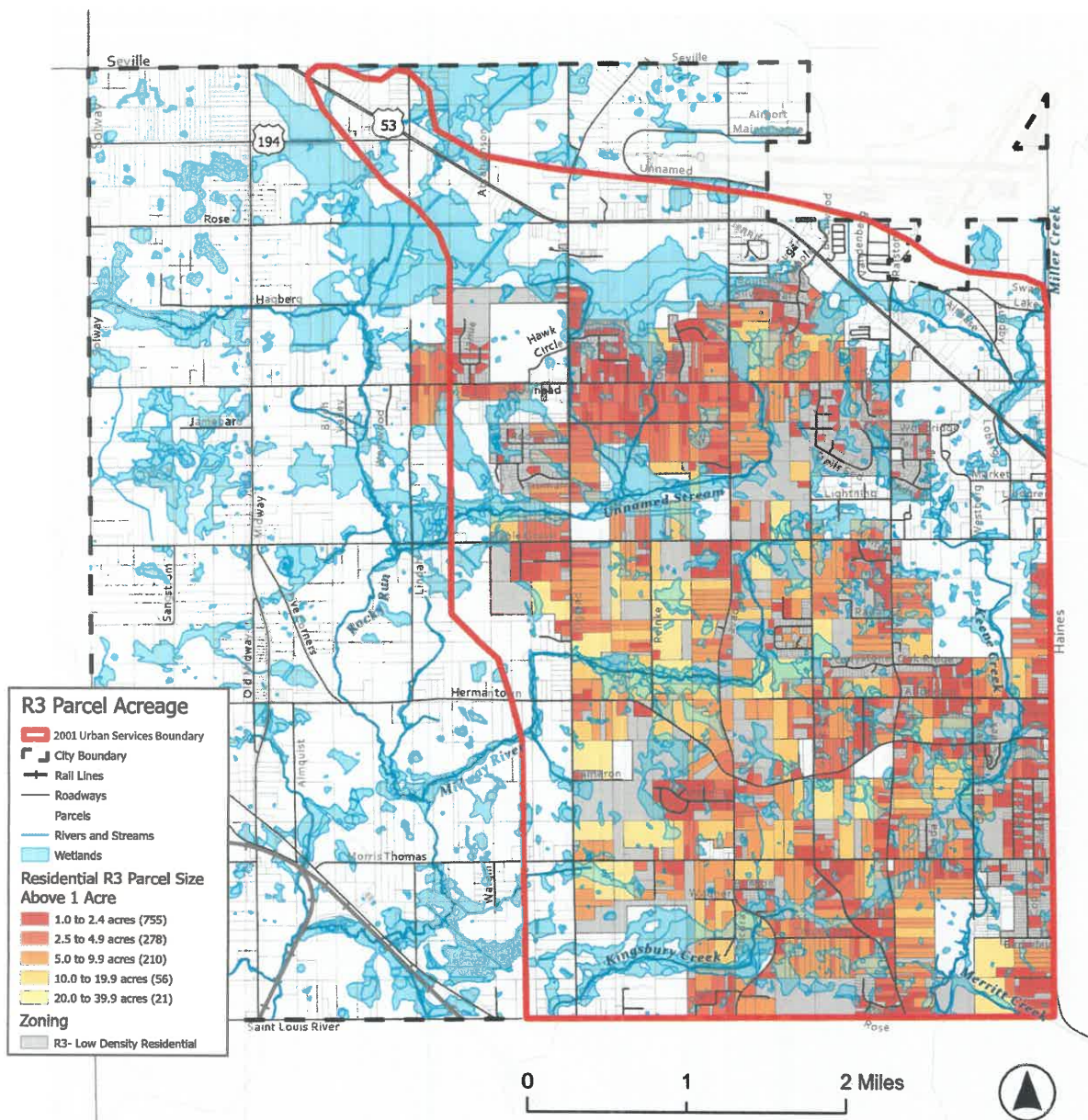


Figure 4.4 Existing Residential Parcel Sizes in R3 Zoning District

After accounting for development constraints, the next step in identifying potential developable land is to understand the existing parcel sizes within the urban services boundary. In particular, existing parcels within the R3 zoning district were mapped and analyzed to determine the existing variety and pattern of residential lot sizes as well as the potential for future subdivision and development of new residential. Figure 4.4 shows the sizes of existing residential parcels within the R3 zoning district. Wetlands are mapped and deducted from these parcel calculations.

The smallest lots, under 1 acre, are in neighborhood subdivisions primarily located in the northeast and central areas of Hermantown, north of Maple Grove Rd, with access primarily off of Stebner Rd, Arrowhead Rd, and Ugstad Rd. There is another cluster of smaller lot neighborhoods in the southeast along or near Haines Rd.

Lots that are 5 acres or larger have more potential for future subdivision. Figure 4.4 shows three ranges of potentially subdividable parcels: 5-10 acres, 10-20 acres, and 20+ acres. Table 4.5 summarizes the amount of existing residential land by parcel size in terms of number of parcels and acres.

R3 PARCEL SIZE	NUMBER OF PARCELS
1.0 to 2.4 acres	755
2.5 to 4.9 acres	278
5.0 to 9.9 acres	210
10.0 to 19.9 acres	56
20.0 to 39.9 acres	21

Table 4.5 Existing R3 Residential Parcel Sizes Summary

Figure 4.5 shows potential residential development land within the 2001 urban services boundary. This map shows the following types of potential developable residential land:

- Unimproved residential lots
- Vacant residential parcels in the R-3 district
- Vacant parcels in the HM district which allows residential development
- Potential subdividable residential parcels

Within the 2001 urban services boundary, there are approximately 20 potential residential development areas shown on this map, with most of them south of Maple Grove Road. Key access roads for these areas are Maple Grove Road, Ugstad Rd, Lavaque Rd, Hermantown Rd, and Morris Thomas Rd. Adding in key roadway connections in some of these areas will also increase the potential for residential development. There is significant potential residential development land in the Marketplace area and south along Keene Creek. Table 4.6 summarizes the amount of potential developable land in terms of number of acres.

TYPE OF LAND	ACRES
Unimproved residential land	82
R3 District residential vacant land	915
HM District potential residential vacant land	168
Potential subdividable land	472
Total potential developable land	1,637

Table 4.6 Potential Developable Residential Land

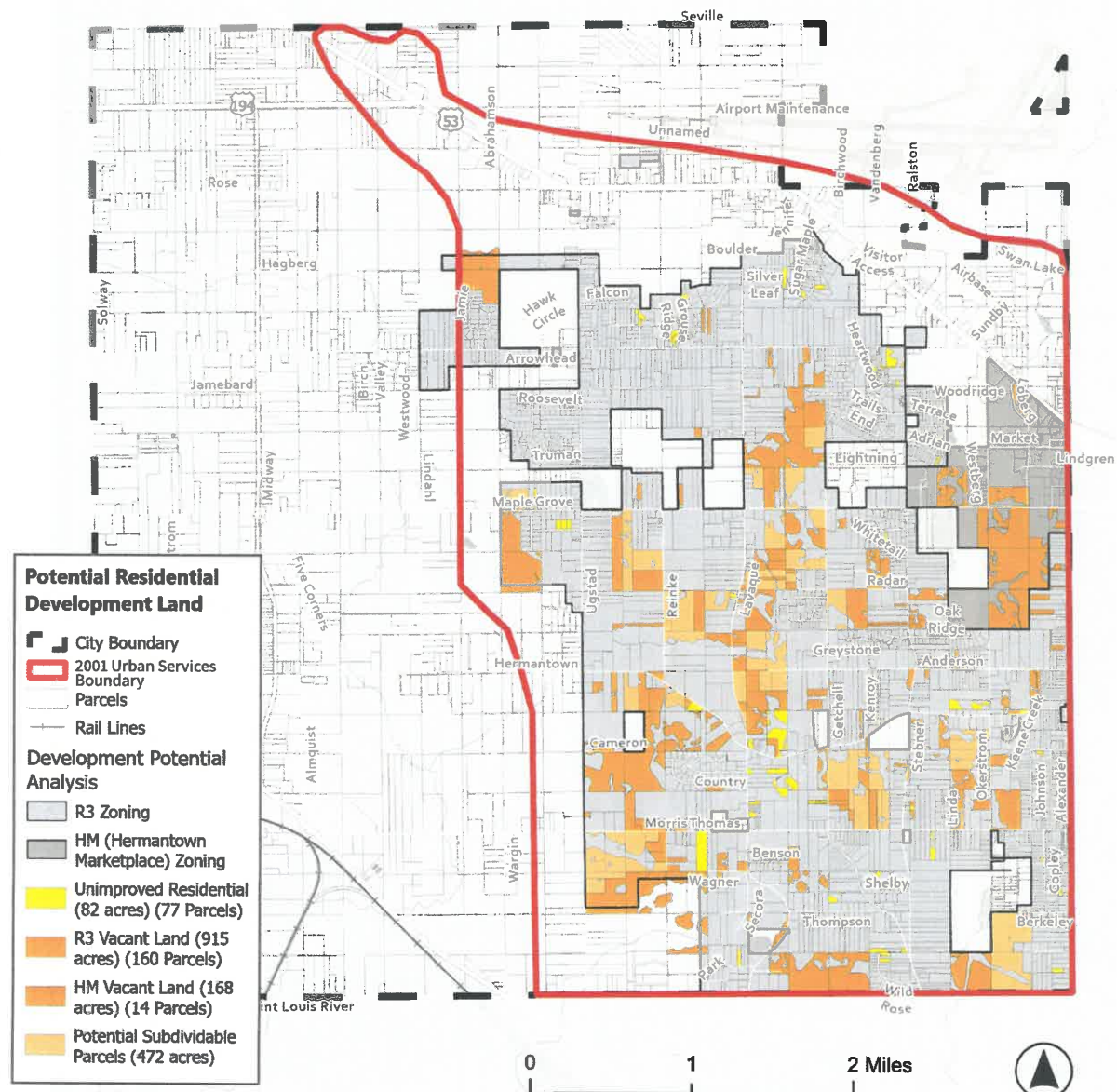


Figure 4.5 Potential Residential Development Land

There are already 1,083 acres of vacant land zoned for either residential or mixed use within the 2001 Urban Services Boundary (USB). In order to meet the MIC projections of an additional 451 people – or 204 households – only 102 acres of land zoned for low density residential development would be needed. If minimum lot sizes were reduced in some areas, the amount of serviced land needed to support these new homes would be even less. Table 4.7 shows the amount of residential land needed based on alternative densities that could be allowed, including minimum lot sizes of 1/2, 1/4, or 1/8 acre.

	2045 POPULATION	NO. OF HOUSEHOLDS	CHANGE IN HOUSEHOLDS	ACRES OF LAND NEEDED		
				1/2 ACRE DENSITY	1/4 ACRE DENSITY	1/8 ACRE DENSITY
MIC Plan	10,672	3,900	204	102	51	26
Medium Growth	11,550	4,230	534	267	134	67
High Growth	12,000	4,400	700	350	175	88

Table 4.7 Residential Land Needs for Household Projections

This consideration is especially important when considering the large public costs needed to extend public infrastructure and expand the USB, including providing adequate roads, sewer, water, fire, and police protection. As long as residential growth can be accommodated within the 2001 USB, these costs can be delayed until a point in the future where they become necessary.

Since there is less vacant/developable land within the 2001 USB for commercial, business, and industrial uses, USB expansion in the southwest area for these uses may make sense in the future. The 2045 Comprehensive Plan designated a USB future expansion area to incorporate the Highway 2/Midway Road area in the southwest portion of the city. This is the only area designated for significant future growth of business & light manufacturing outside of the Highway 53 corridor on the future land use map.

In 2025, the WLSSD's revision of the USB in its Comprehensive Wastewater Plan included the southwest portion of Hermantown. The WLSSD consulted with each community within the WLSSD to understand where they are planning for additional urban growth to occur over the next 10-20 years. WLSSD's Comprehensive Wastewater Plan states that WLSSD's land use planning authority is set forth in MN State Statutes, Chapter 458D, Subsection 458D.05. Based on this statute, WLSSD requires that "each local governmental unit...shall adopt a similar comprehensive plan and program for the collection, treatment, and disposal of sewage for which the local government unit is responsible..." The WLSSD's 2025 USB is intended to be consistent with the City's 2045 Comprehensive Plan.

In 2026, the City is defining and designating future urban growth areas beyond the 2025 USB. As defined in MN State Statutes, Section 462.352, Subd. 18, urban growth area means "the identified area around an urban area within which there is a sufficient supply of developable land for at least a prospective 20-year period, based on demographic forecasts and the time reasonably required to effectively provide municipal services to the identified area." Furthermore, Section 462.3535, Subd. 4, states "within the urban growth area, the plan must provide for the staged provision of urban services, including, but not limited to, water, wastewater collection and treatment, and transportation."

Based on the City's statutory authority, two future urban growth areas are designated on the future land use and utility maps, which are:

- Urban growth area, short-term (within 10 years) – rural area generally northwest of the airport
- Urban growth area, long-term (longer than 20 years) – rural area generally west of Lindahl Road and north of Hermantown Road



HIGHLIGHT

There are already **1,083 acres** of vacant land zoned for either residential or mixed use within the 2001 urban services boundary. In order to meet the alternative growth projections in the table below - low, medium, and high growth - the amount of land needed depends upon the density of the residential development. **For the highest growth (700 households) at the lowest density (1/2 acre lots), 350 acres of developable land is needed.**



Sites for future growth/development

FUTURE LAND USES

Future land use designations are different from both existing land use classifications (which catalog what is there today) and zoning districts (which align properties with certain sets of regulations around specific permitted uses). Future land use designations, when applied through a map, identify:

- The preferred future character of an area and the general development density and intensity of land uses
- The desired mix of uses across the community
- The appropriate locations for the land use designations

Future land use designations are intended to represent the community's long-range vision and preferences, rather than its current regulatory environment.

Since the Zoning Code is one of the major implementation tools of the Comprehensive Plan, the Zoning Code and Zoning Map should ultimately be updated to be consistent with the future land use designations and the future land use map.

The 2001 Comprehensive Plan did not contain future land use designations nor a proper future land use map. The new designations were developed through discussions with staff and the Steering Committee.

Table 4.8 Future Land Use Designations

LAND USE DESIGNATION	DESCRIPTION
Rural Residential	Land guided for agricultural and rural large lot residential uses not connected to urban services with a maximum residential density of one dwelling unit per ten acres.
Suburban Residential	Land guided for single-unit detached dwellings, two-unit dwellings, and accessory dwelling units, connected to urban services with a maximum density of four units per net acre (minimum lot size of 1/4 acre).
Neighborhood Residential	Land guided for a mix of single-unit detached dwellings, multi-unit dwellings (up to four units), courtyard cottage/bungalow dwellings, townhouses, and accessory dwelling units, connected to urban services.
Corridor Residential	Land guided for a mix of multi-unit dwellings (up to four units), townhouses, and apartment buildings connected to urban services.

LAND USE DESIGNATION	DESCRIPTION
Mixed Use	Land guided for the integration of more than one land use either vertically (e.g. multi-story buildings with residential, office, and/or hospitality uses above and commercial uses at street level) or horizontally as a planned development designed to integrate complementary uses. Land uses allowed are commercial businesses, offices, townhouses, apartments, parks, and institutions. Development should generally achieve a floor area ratio (FAR) greater than 1.0 and a minimum residential density of sixteen units per acre.
Commercial	Land guided for large and small-scale commercial business providing goods and services. This includes food and beverage, entertainment, offices, and regional-scale malls, shopping centers of various sizes, freestanding large-format stores, freestanding smaller businesses, multi-story office buildings, automobile dealerships, and institutions. Buildings should be scaled appropriately to the surrounding neighborhood with appropriate buffers and pedestrian connections provided between commercial areas and adjacent residential neighborhoods. Commercial areas are located in places with visibility and access from the regional highway system.
Business & Light Manufacturing	Land guided for the integration of commercial and industrial land uses which are compatible with each other, including office, light industrial, and retail/service uses. The intent of this land use category is to provide additional flexibility that supports the creation of significant employment centers, generally characterized by a broader diversity of jobs, higher development densities and jobs per acre, higher quality site and architectural design, and increased tax revenues.
Industrial	Land guided primarily for manufacturing, assembly, processing, packaging, warehousing, storage, distribution, or research and development of products, in order to provide employment opportunities and increase the city's tax base.
Public / Institutional	Land guided for public, semi-public, and private government, educational, religious, social, and healthcare facilities.
Park	Land guided for public parks (local, county, regional, state, and federal), playgrounds, and playfields.
Open Space	Land, both publicly and privately owned, preserved for open space uses and recognition of vital environmental resources including waterways, steep slopes, wetlands, and floodplains.
Right of Way	Land preserved for public and semi-public infrastructure such as road right-of-way, railroad right-of-way, energy plants, sanitary sewer facilities, water utilities, and similar uses.

These land use designations were applied across the city on the future land use map after examining both the existing land uses and the zoning map.

- The Rural Residential designation was applied outside of the urban services boundary, while the Suburban Residential designation was applied within it.
- Pockets of higher density housing (Neighborhood and Corridor Residential) were located along major roads in the central and eastern portion of the city.
- A flexible Mixed Use designation was assigned to the area zoned as the Hermantown Marketplace and for targeted locations along Highway 53.
- Miller Trunk Highway is the major Commercial corridor.
- Areas of Business & Light Manufacturing use are planned around the airport and also along Highway 2 in the southwest corner of the city.
- New Industrial uses are planned for the north end of Highway 53.
- A Public/Institutional designation is assigned to schools, municipal buildings, the airport, and the cemetery.
- Parks and other Open Spaces are spread throughout the community.

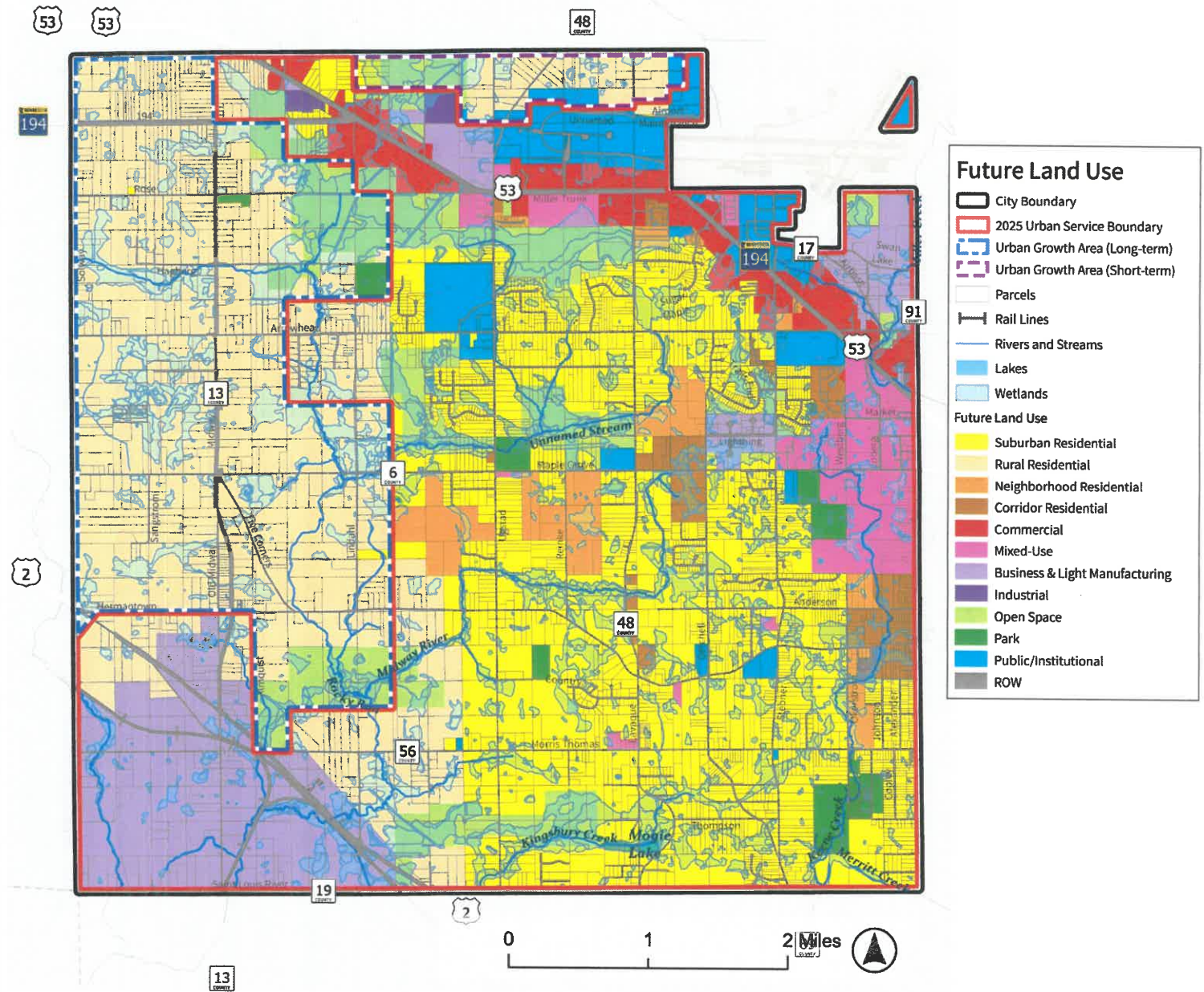


Figure 4.6 Future Land Use Map

Table 4.5 quantifies the future land use map by providing the total acres assigned to each land use designation, as well as the percent of the city's area within each category. The high percentage of lower density residential uses – Rural and Suburban Residential – at 59 percent demonstrate the vision to remain a community predominantly focused on residential neighborhoods. Parks and Open Space make up almost 11 percent of the land area, while roughly 14 percent is designed for Commercial, Business, and Industrial uses. The table also removes the 4,971 acres of land containing known wetlands to show the net acres assigned to each land use category.

FUTURE LAND USE	TOTAL ACRES	% OF TOTAL	NET ACRES	% OF TOTAL
Rural Residential	6,413	29.0%	5,149	30.0%
Suburban Residential	6,607	29.9%	5,308	31.0%
Neighborhood Residential	631	2.9%	548	3.2%
Corridor Residential	424	1.9%	345	2.0%
Mixed-Use	800	3.6%	679	4.0%
Commercial	735	3.3%	590	3.4%
Business & Light Manufacturing	2,208	10.0%	1,884	11.0%
Industrial	63	0.3%	53	0.3%
Public / Institutional	981	4.4%	846	4.9%
Park	309	1.4%	268	1.6%
Open Space	2,119	9.6%	719	4.2%
Right of Way	800	3.6%	747	4.4%
Total	22,092		17,134	

Table 4.9 Future Land Use Data

In order to evaluate the potential capacity of land designated as either residential or employment, the net acres of each were assigned a target density (residential uses) or intensity (employment uses). The tables below show how many households could be developed if all vacant and unimproved land guided for residential uses were developed at their maximum density, and how many square feet could be created if all vacant and unimproved land guided for employment uses were developed at their maximum intensity.

FUTURE LAND USE	NET ACRES	TARGET DENSITY	POTENTIAL HOUSEHOLDS
Suburban Residential	841	4 dwelling units/acre	3,366
Neighborhood Residential	279	15 dwelling units/acre	4,179
Corridor Residential	75	30 dwelling units/acre	2,253
Mixed-Use	176*	30 dwelling units/acre	2,641
Total	1,371		12,438

*Assume 50% of Mixed-Use acres are residential

Table 4.10 Residential Land Development Capacity, Connected to Urban Services (Rural Residential Not Included)

FUTURE LAND USE	NET ACRES	TARGET INTENSITY	POTENTIAL SQUARE FEET
Mixed-Use	176*	30%	1,150,335
Commercial	21	30%	277,465
Business & Light Manufacturing	471	40%	8,207,927
Industrial	0	50%	0
Total	520		9,635,727

*Assume 50% of Mixed-Use acres are nonresidential

Table 4.11 Nonresidential Land Development Capacity



Existing commercial

GOALS AND STRATEGIES

Goals and strategies were developed in consultation with the Steering Committee, HEDA, Planning Commission, and City Council with input from the public. Goals are broad statements that describe a desired outcome. Strategies describe the approach that would need to be taken to achieve the goals. Implementation actions are concrete steps that can be taken to reach the strategies and goals.

4.1. Guide the location and form of new development to ensure growth is managed in a sustainable manner and enhances Hermantown's existing hometown character.

- 4.1.1. Preserve and protect creeks, wetlands, forests, and prairie lands from unnecessary development.
- 4.1.2. Give priority to development projects that are located on vacant or underutilized sites with existing access to city utilities.
- 4.1.3. Support new developments that incorporate a mix of uses or create mixed use areas in the community.
- 4.1.4. Expand the urban services (city sewer and water) to encompass the entirety of the City, however phase the expansion in order to provide short term and long term growth opportunities.
- 4.1.5. Consider the extension of urban services as a way to support economic development.
- 4.1.6. Assist private developers in the construction of infrastructure necessary to support development where past development has created service gaps.
- 4.1.7. Enforce stormwater and wetland regulations to protect water quality.

4.2. Facilitate new residential development and new neighborhood types while minimizing any negative impacts on the character of existing neighborhoods.

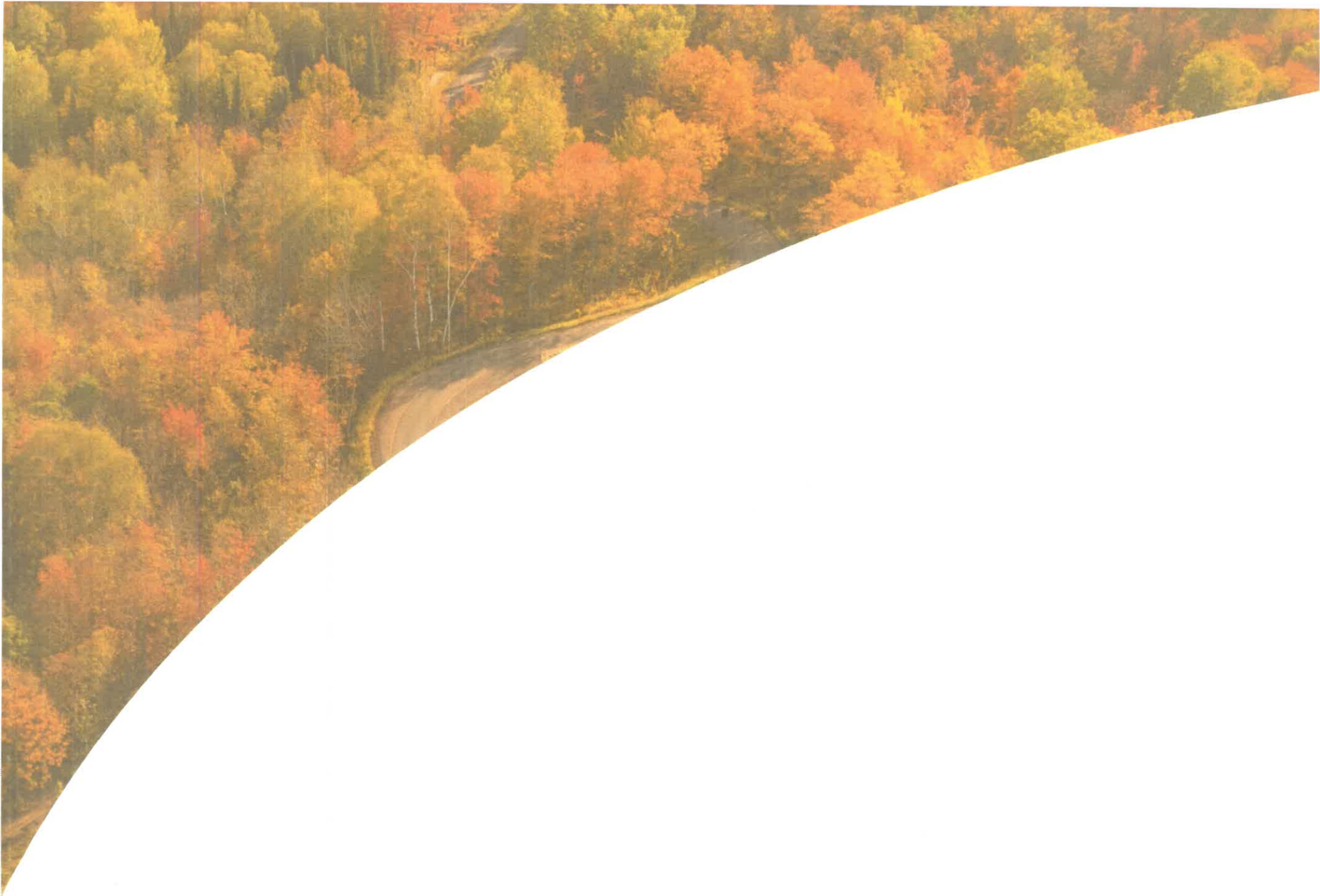
- 4.2.1. Guide higher density residential development to major road corridors and other areas with convenient access to businesses, services, and recreation facilities.
- 4.2.2. Support new residential developments that expand the range of housing options in the community.
- 4.2.3. Give priority to development projects that incorporate a mix of housing types.
- 4.2.4. Use site design techniques and regulations that achieve the appropriate setbacks from roadways, preservation of natural areas, and tree planting to retain the community's rural character.
- 4.2.5. Update the zoning regulations to allow more medium and high density housing options.
- 4.2.6. Improve the bicycle and pedestrian network to create safe and enjoyable neighborhoods to bike and walk.

4.3. Focus the development of new business, light manufacturing, and industrial uses in designated areas with strategic highway access to create desirable environments for attracting and retaining businesses, increasing local job opportunities, and limiting impacts on residential areas.

- 4.3.1. Target growth and expansion of business, light manufacturing, and industrial uses in three general locations on the future land use map: west end of Hwy 53 (Hawkline Business Park), Haines Road north of Hwy 53 (south of the airport), and Hwy 2/Midway Road.
- 4.3.2. Guide sites for business, light manufacturing, and industrial that are large enough to accommodate large building footprints and employers.
- 4.3.3. Support designated business growth areas with access to city road, water, and sewer infrastructure.
- 4.3.4. Ensure that growth area sites are shovel-ready for new development in terms of road access, utilities (water, sewer, electricity, broadband), site preparation (e.g. soil and environmental tests), and land use/zoning regulations.
- 4.3.5. Investigate opportunities for city acquisition/assembly of land to accelerate economic development.
- 4.3.6. Facilitate site opportunities for business incubators/makerspaces.

4.4. Expand and diversify the city's range of commercial uses by filling in and expanding the community's key commercial and mixed use areas.

- 4.4.1. Identify and fill in underutilized commercial sites along the Hwy 53 corridor.
- 4.4.2. Continue to fill in and expand the Hermantown Marketplace area in order to increase the community's mix of commercial businesses.
- 4.4.3. As new residential development occurs, support commercial and mixed-use development at key intersections in the community.
- 4.4.4. Enhance gateway areas for the commercial areas and the community, such as Hwy 53/Haines Road, Maple Grove Road/Haines Road, and Hwy 2/Midway Road.



06. TRANSPORTATION & UTILITIES

PURPOSE

The Transportation & Utilities chapter provides high level and long-range guidance for Hermantown's transportation networks, including roadways for automobile and freight, bus transit, rail, aviation, and non-motorized travel – both bicycle and pedestrian. It also includes utilities such as sanitary sewer, water supply, broadband, and stormwater management. This chapter examines existing conditions and projects future needs based on patterns of usage and expected growth. The goals and strategies listed at the end of the chapter should be used to help make decisions regarding public and private investment in infrastructure.



WHAT WE HEARD FROM THE COMMUNITY

- Traffic control to reduce congestion is required at key locations
- Many heavily used roads are in need of repair
- There are safety concerns for bicyclists and pedestrians along some roads, including near the ISD 700 campus
- Lack of compliance with stops signs and stoplights presents a danger to others
- Complete sanitary sewer extensions to serve existing neighborhoods
- Extend high speed internet so it is available to all
- Build infrastructure to support new housing for working families



Typical local roadway in Hermantown

HIGHLIGHT

*There are over
130 miles of
active roadway in
Hermantown.*

EXISTING CONTEXT

ROADWAYS

Two major highways cross Hermantown – Highway 53 (Miller Trunk Highway) in the northern part of the city and Highway 2 in the southwest. While Highway 53 provides access to a number of commercial and industrial businesses, Highway 2 serves primarily as a travel and freight route between Duluth and communities further north and west. Highway 2 and Midway Road are used by regional residents traveling between Interstate 35 to the south and Highway 53 to the north. In addition, Highway 194 follows Highway 53 across most of the city, but diverges near the western municipal boundary.

A number of county state aid highways (CSAH) pass through at least a portion of Hermantown, but only five main roads span the entire width or length – Midway, Lavaque, Haines, Maple Grove, and Morris Thomas. Municipal roads are spaced roughly every mile to provide local access, which results in a 1-mile grid of roadways throughout the city generally.

ROADWAY FUNCTIONAL CLASSIFICATIONS

Functional classification is the process by which streets and highways are grouped into classes according to the type of service they are intended to provide. Individual streets and highways do not function independently – most travel involves movement through a network of roadways. This travel is served by a hierarchy of roadways within the transportation network. Functional classification defines the role any one street or highway plays in distributing the flow of trips throughout the network. Hermantown has four functional classifications of roads: principal arterials, minor arterials, major collectors, and local streets.

PRINCIPAL ARTERIALS

Principal arterials carry the highest traffic volumes and serve the majority of the trips entering or leaving Hermantown. They typically connect regional commercial and employment centers with residential areas. They are high-speed facilities that also serve as primary bus transit routes and generally have controlled or restricted points of access. Principal arterials in Hermantown include Highway 53, Highway 2, and Highway 194.

MINOR ARTERIALS

Minor arterial roadways accommodate trips of moderate length at lower speeds and with lower traffic volumes. Four of the main roads that cross Hermantown – Midway Rd, Lavaque Rd, Maple Grove Rd, Morris Thomas Rd, Lavaque Bypass Rd, Airbase Rd/W Arrowhead Rd – are minor arterials, though a few other short segments are classified as arterials as well.

MAJOR COLLECTORS

Roadways that are major collectors provide a balance between access and mobility. They provide the links that move local traffic to and from the arterial system, and often support retail or other commercial areas. Arrowhead Rd, Ugstad Rd, Stebner Rd, and Hermantown Rd are the three primary major collectors.

LOCAL STREETS

All other streets in Hermantown are classified as local streets. Local streets provide the highest level of direct access and therefore carry the lowest traffic volumes at the lowest speeds.

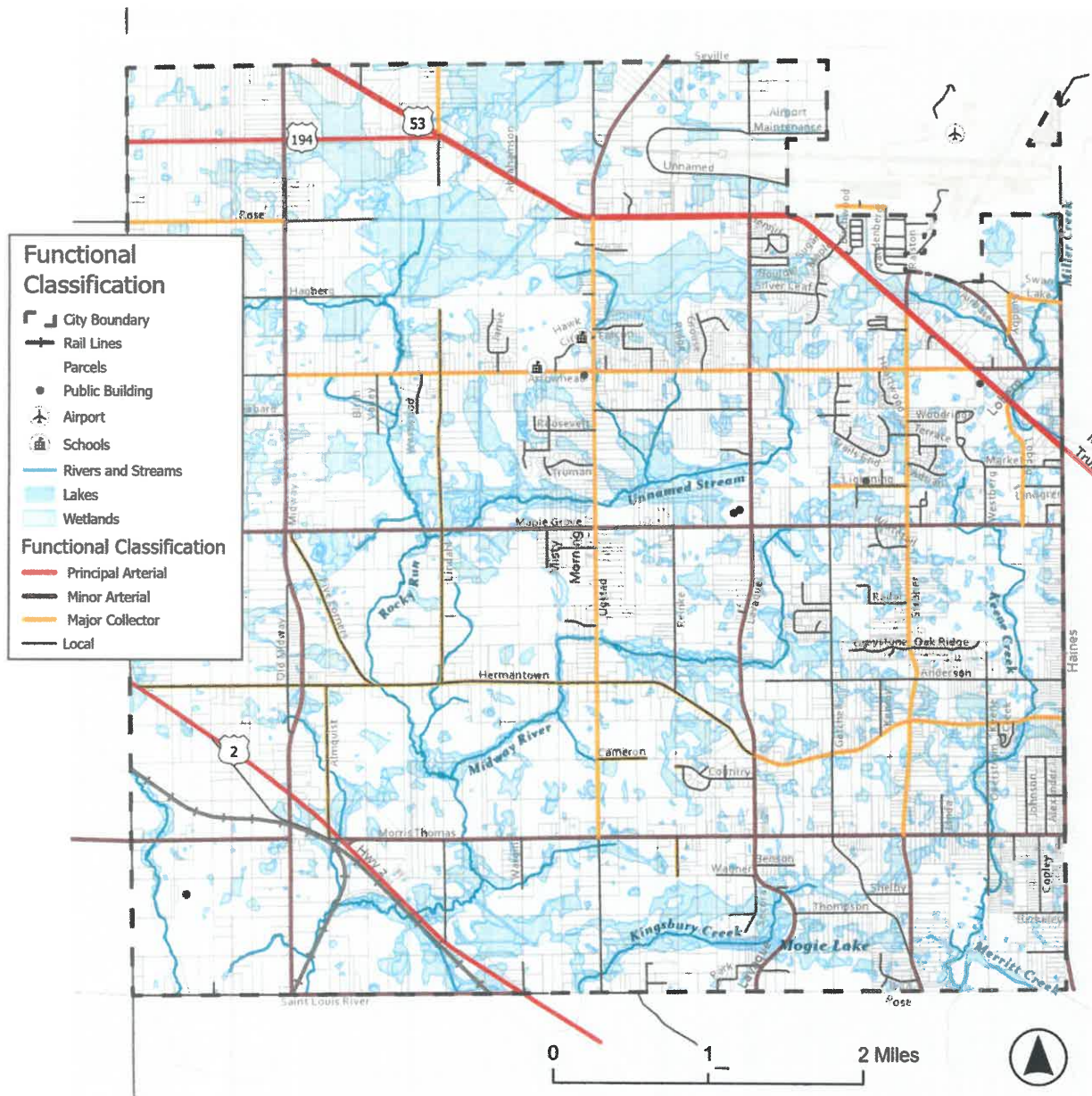


Figure 6.1 Roadway Functional Classifications



Roundabout intersection at Midway Rd and Maple Grove Rd



Typical collector roadway in Hermantown

ROADWAY JURISDICTION

Jurisdiction (ownership) over Hermantown's roadways is divided between a number of different levels of government or other agencies, including the State, County, City, and airport, as well as some private roads.

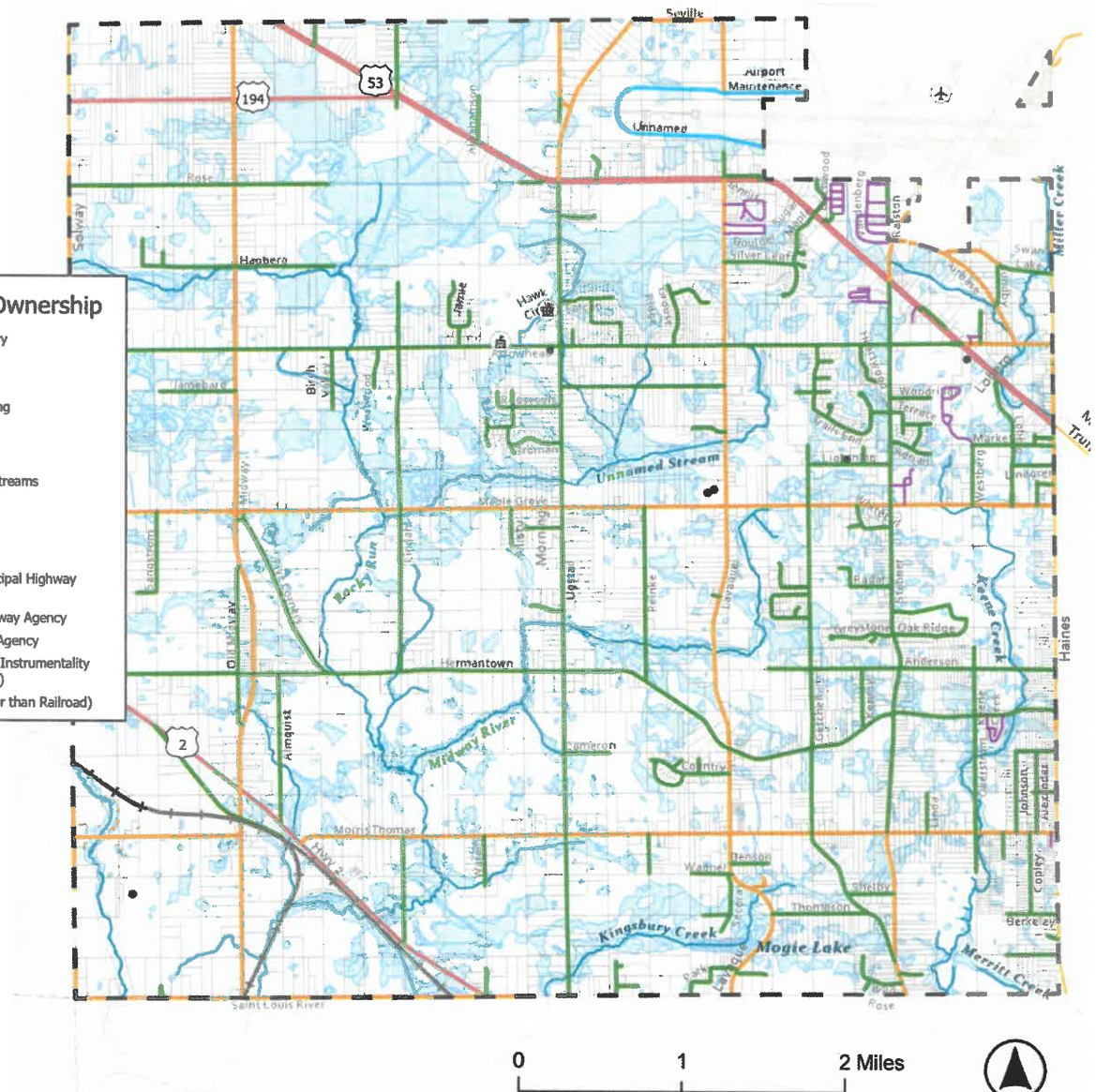
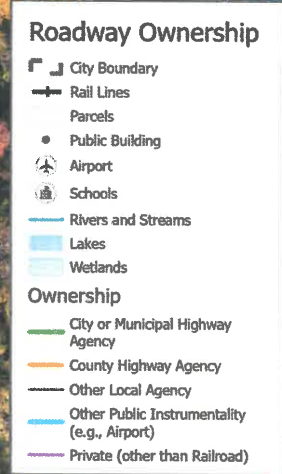
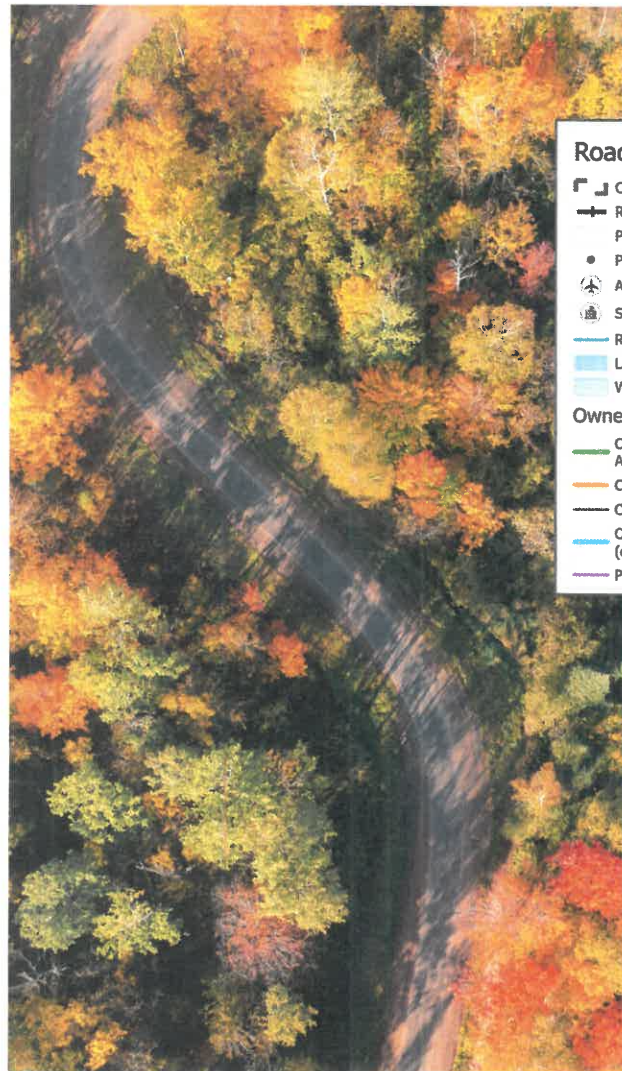


Figure 6.2 Roadway Jurisdictions

LEVEL OF SERVICE

Data reported by the Duluth-Superior Metropolitan Interstate Council (MIC) shows that the Level of Service (LOS) of Hermantown roads is generally acceptable. LOS is measured by comparing the total capacity of a road to the total daily traffic. A LOS C means the road is at 70% or less of its total capacity. Highway 53 experiences LOS C, as do a few other stretches of County roads. All other roads in the city operate at LOS A/B, which translates to 50% or less of total capacity.

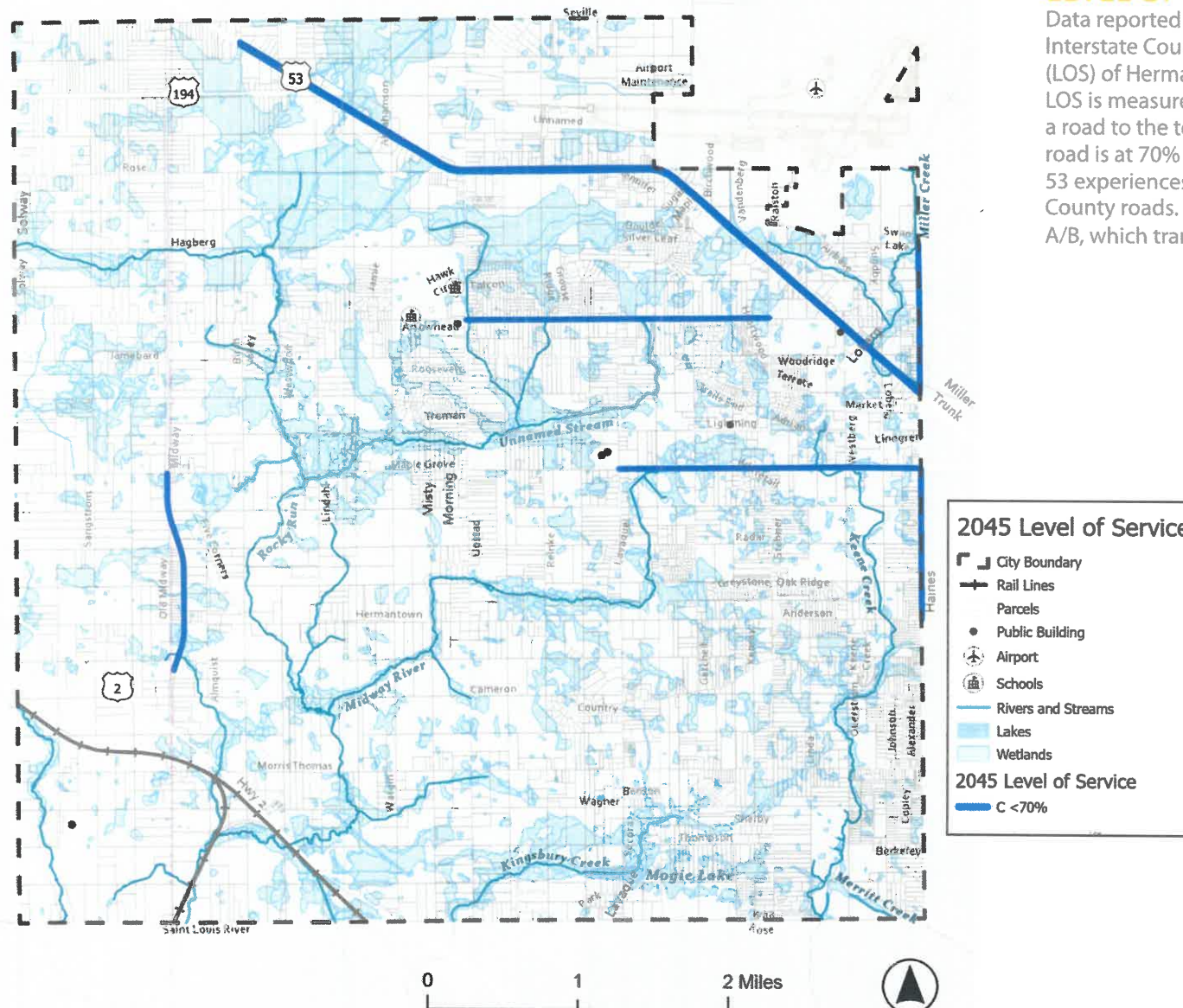


Figure 6.3 Roadway Level of Service (LOS)

NON-MOTORIZED MOVEMENT

BIKE AND PEDESTRIAN NETWORK

There are a handful of roadways in the eastern portion of Hermantown that provide sidewalks for pedestrian and bicycle movement, as well as off-road trails connecting parks, open spaces, and other community destinations. Along many roadways, the sidewalk is provided on one side only – though in newer developments and where roadways have been reconstructed, sidewalks have been added to both sides.

The existing sidewalk network primarily follows the principal arterial and major collector roadways, connecting commercial and business areas to other destinations such as schools, City Hall, and various parks and athletic fields. A number of existing trails provide access to open spaces – along Keene Creek, for example, in the southeastern portion of the city.



Existing pedestrian crosswalk and signage

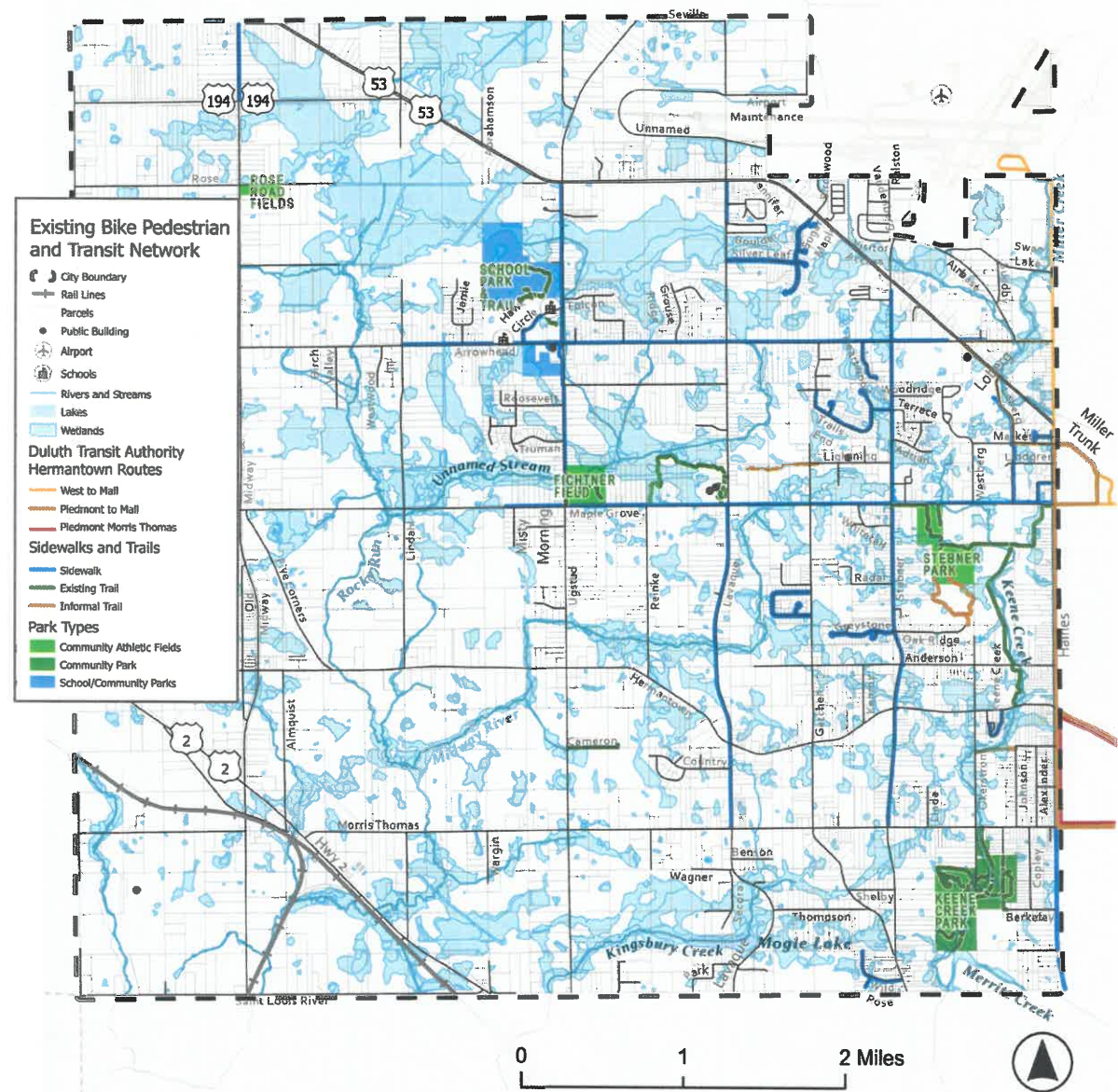


Figure 6.4 Existing Bike, Pedestrian, and Transit Network



Existing hiking trail and wayfinding sign



Duluth Transit Authority Bus



Canadian National Railroad

TRANSIT

Two bus lines serve Hermantown. The Duluth Transit Authority, which provides routes throughout Duluth and Superior, has two routes that extend into Hermantown. The 108 travels along Highway 53 and then heads north to the Duluth International Airport. Service is every hour. The 102 (Green Line) connects the Duluth Transit Center with the Miller Hill Mall and the Walmart in Hermantown. Service is every 30 minutes.

Arrowhead Transit provides daily Miller Hill Mall bus service as well as limited service to Rice Lake City Hall. Dial-A-Ride service is also available.

RAIL

A Canadian National Railroad line parallels Highway 2 in the southwest corner of the city, connecting the port in Duluth with other parts of the Iron Range.



Pedestrians walking along existing paved trail in Keene Creek Park

AVIATION

The Duluth International Airport is located at the northeastern corner of the city, partially within the city limits. The airport serves approximately 300,000 passengers per year and has daily flights to Minneapolis-St. Paul and Chicago. Parts of Hermantown near the airport are subject to the requirements of the Airport Zoning Ordinance, which was created by the Airport Joint Zoning Board. The purpose of the ordinance is to restrict uses which may be hazardous to the operational safety of aircraft and to limit population and building density in the runway approach areas.



Duluth International Airport

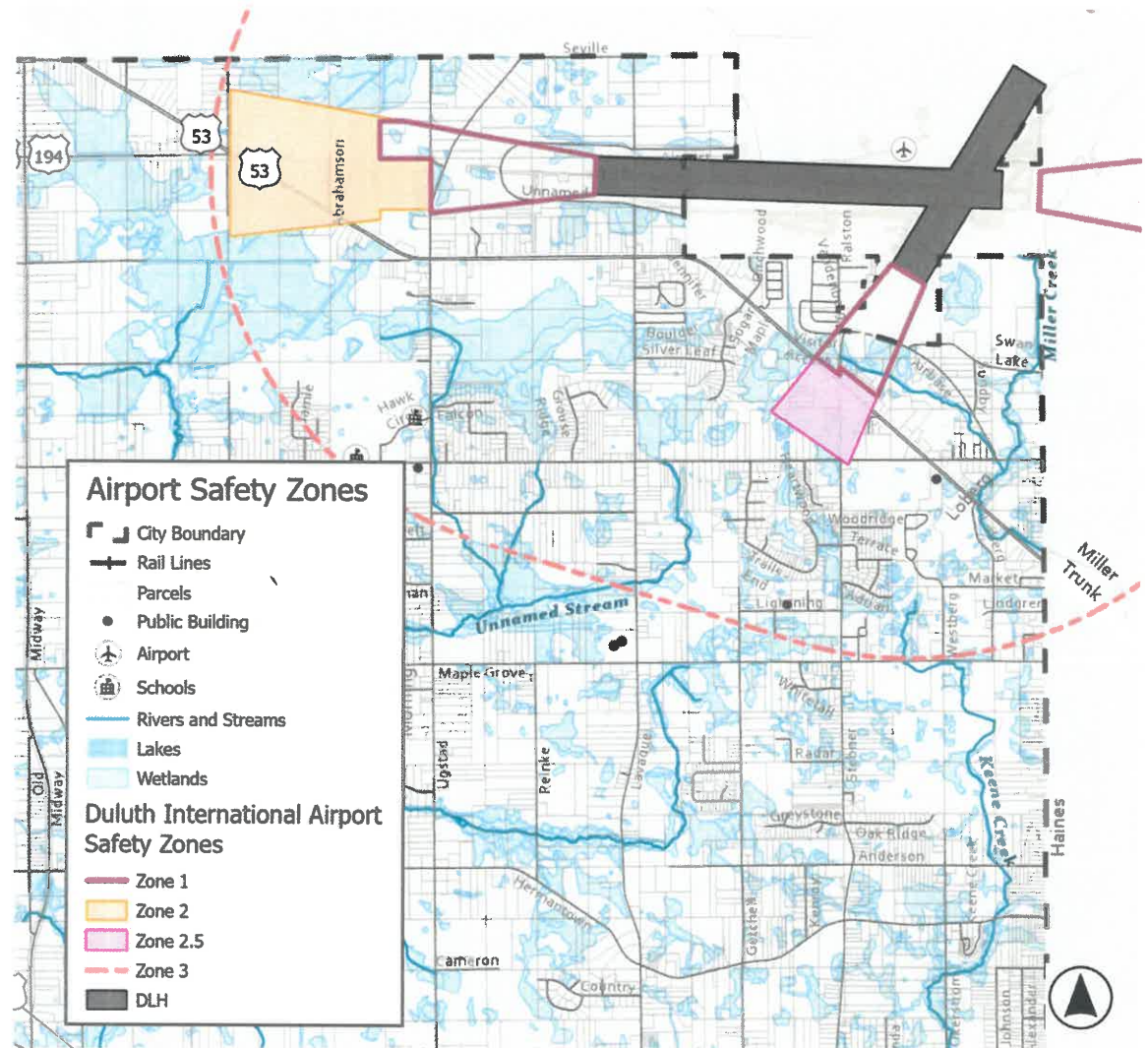


Figure 6.5 Airport Development Constraints

FUTURE INFRASTRUCTURE

ROADWAYS

Given the relatively flat to declining population growth projections for the Duluth-Superior area, the LOS on Hermantown roads is not expected to change much by 2045. There may still be congestion at intersections, especially during peak travel hours. However, with a comprehensive and well-connected roadway network, individual drivers can generally avoid these areas with changes in their travel patterns or timing. The primary change is to break down the existing 1-mile roadway network by adding in roadway connections, particularly in areas with future residential development. This reduces the need for costly infrastructure improvements.

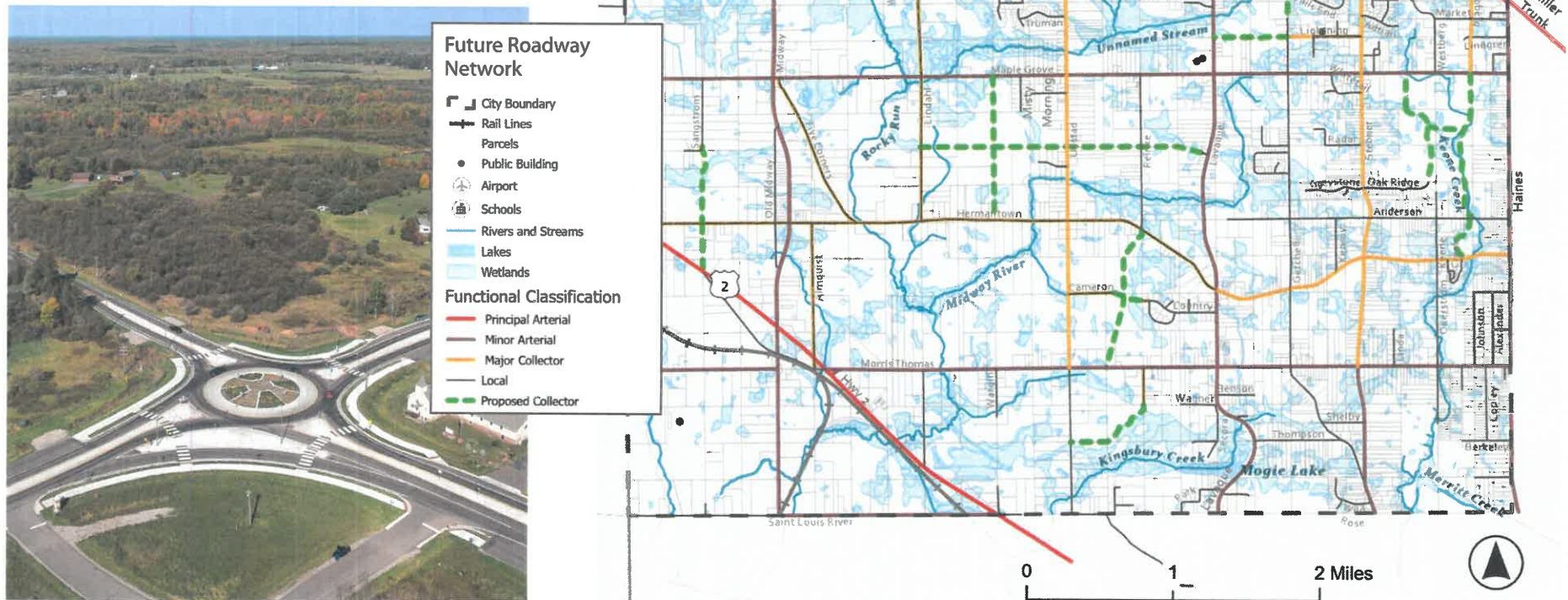


Figure 6.6 Future Roadway Network with Future Roadway Connections

NON-MOTORIZED NETWORK

The Hermantown Connector Trail, a spur to the Munger Trail, will eventually link Hermantown and Proctor to Duluth as segments of the route are completed. This recreational trail will accommodate many forms of non-motorized travel (walking, jogging, hiking, bicycling, inline skating, cross-country skiing) and will connect key civic locations, including Hermantown Schools, the Arrowhead Regional Health and Wellness Center, and City Hall, with a number of parks, including Fichtner, Stebner, and Keene Creek. More information about this future trail can be found in the Natural Resources & Recreation chapter.

Future sidewalks and/or trails are planned along Hermantown Rd, Reinke Rd, and Lavaque Rd, and other connecting roadways. As housing development continues to occur, new sidewalks and/or trails will be constructed to serve these residents. Sidewalks will also be added to growing commercial areas such as within the Hermantown Marketplace.



Bikers along a paved trail

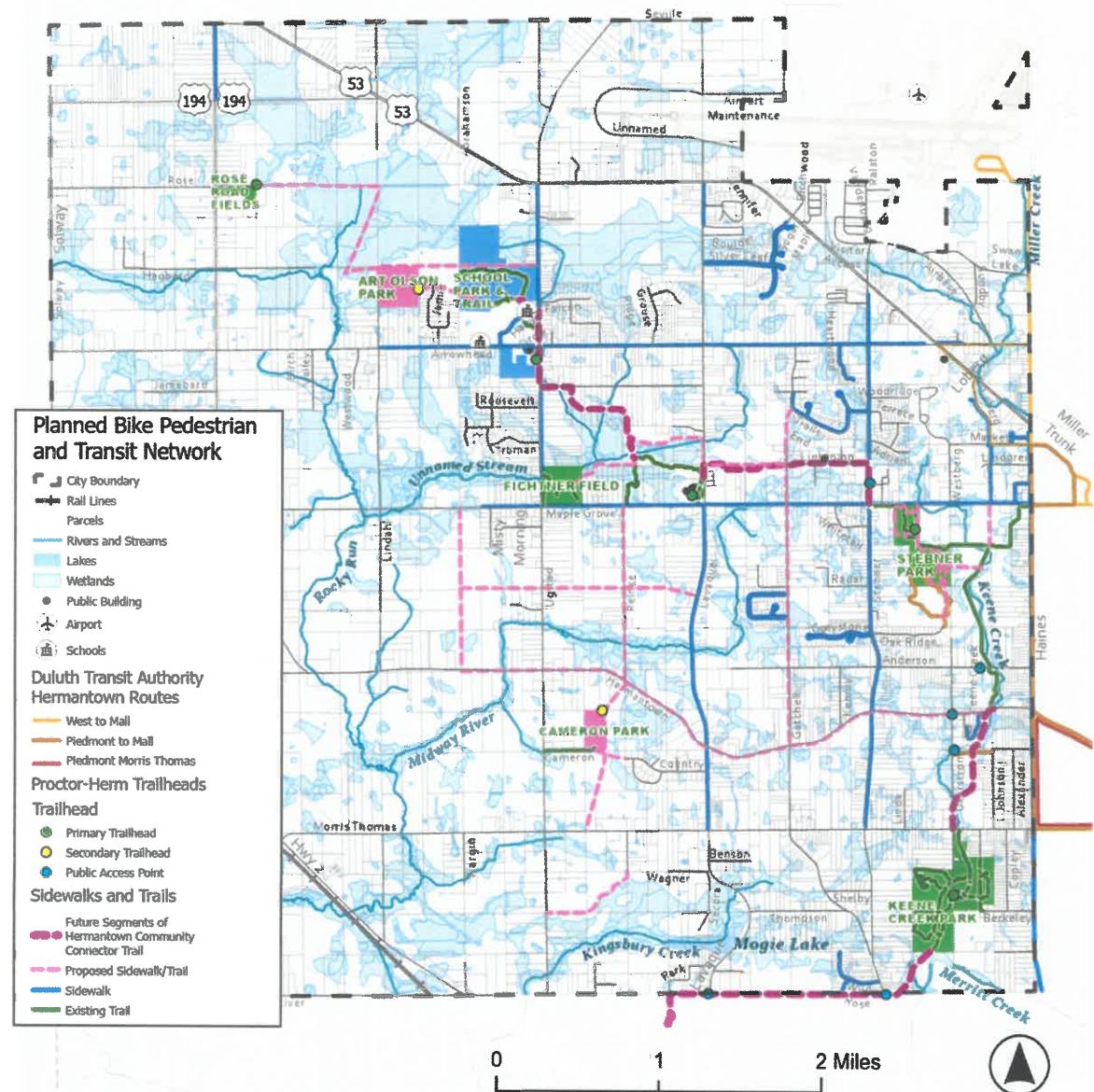


Figure 6.7 Planned Bike and Pedestrian Network

NON-MOTORIZED NETWORK AND FUTURE LAND USE

The adjacent map illustrates the relationship between the future non-motorized network and the future land use map. The future trail and sidewalk network is planned to expand most significantly in areas that are planned for neighborhood and corridor residential development, as well as providing connections to existing parks, future parks, and the growing Hermantown Marketplace. The map also shows that trails and/or sidewalks will be provided with future new streets.



Sidewalks in residential neighborhood

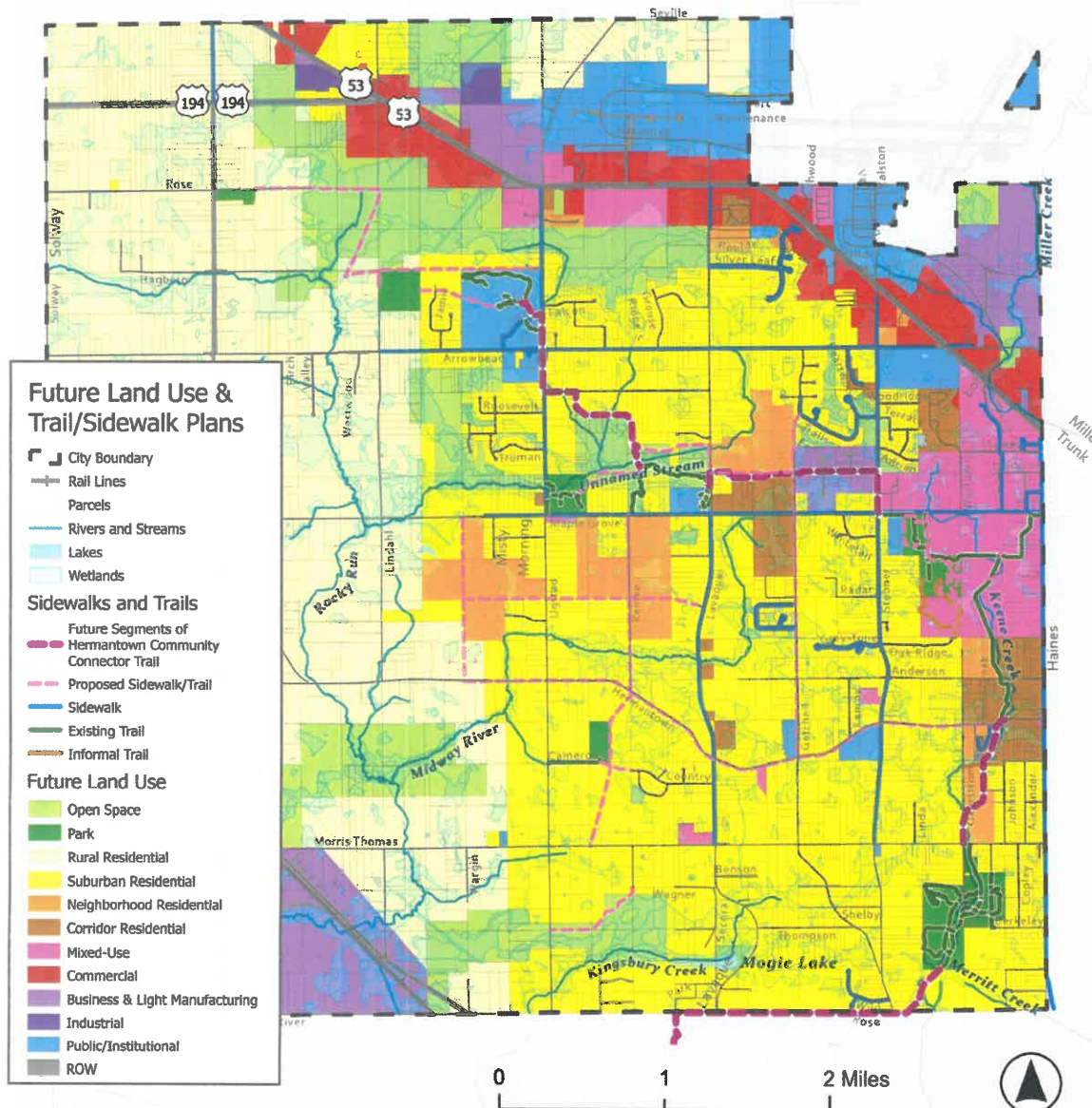


Figure 6.8 Connection Between Future Trails/Sidewalks and Future Land Use

METRO AREA BIKEWAYS PLAN

The Duluth-Superior Metropolitan Bikeways Plan, updated in 2019, includes a framework for the development of the future bikeways system in the Duluth-Superior metro area over the next 25 years. The existing bikeway system includes signed bikeable shoulder routes in Hermantown, including the following roadway corridors:

- Haines Road
- Maple Grove Road
- Arrowhead Road
- Lavaque Road
- Morris Thomas Road
- Midway Road
- Stebner Road (Hwy 53 to Maple Grove Road)
- Loberg Ave and Market St (in Hermantown Marketplace)

Planned future bikeway facilities in Hermantown include the following corridors:

- Hermantown Connector Trail
- Ugstad Road (Hwy 53 to Maple Grove Road)
- Connection between Hwy 53 and Midway Road via a power line corridor



Figure 6.9 Metro Area Bikeways Plan

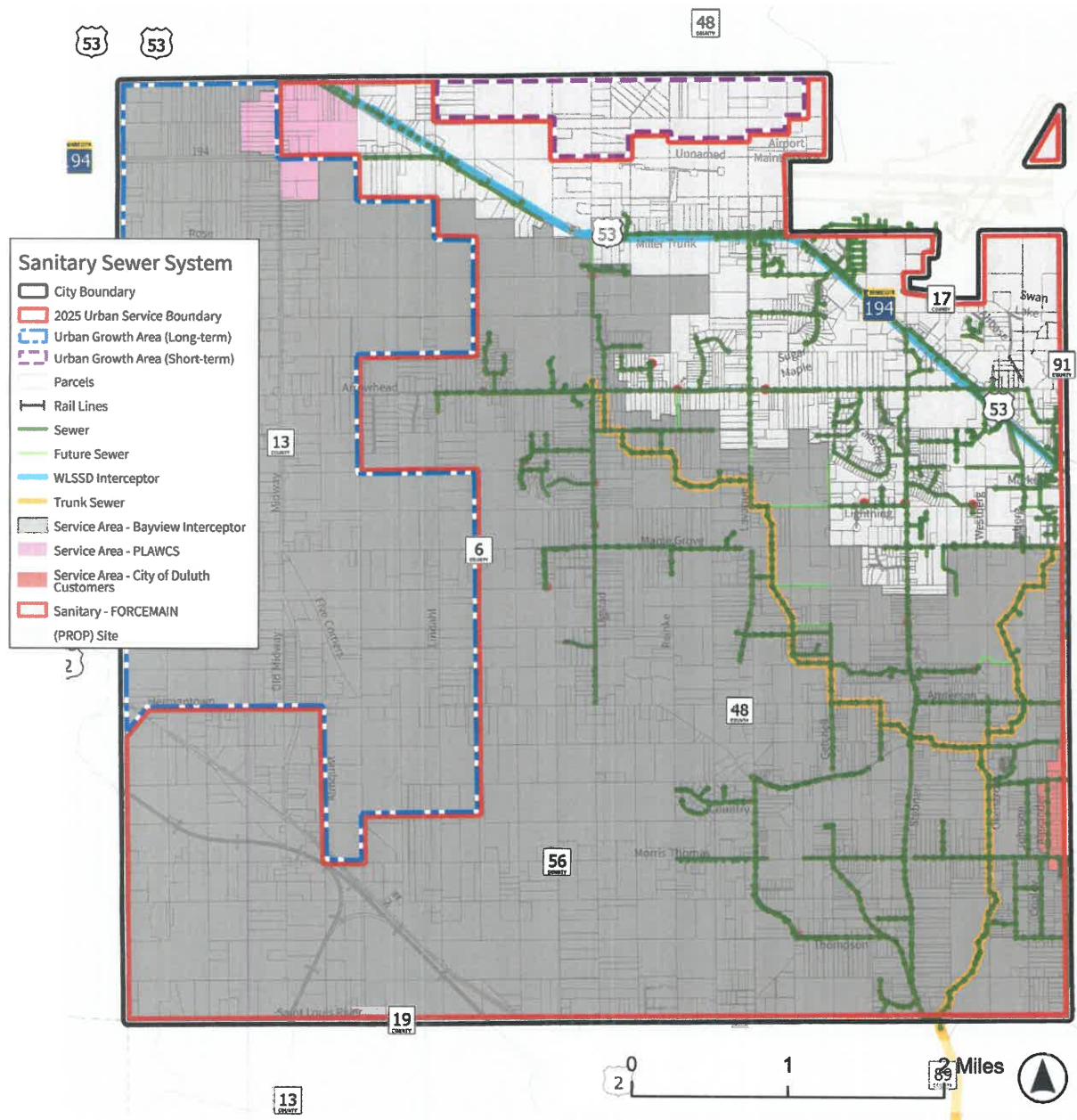


Figure 6.10 Sanitary Sewer System

UTILITIES

CURRENT SANITARY SEWER SYSTEM

Hermantown operates a municipal sanitary sewer system that connects at various points to two interceptor sewers under the jurisdiction of the Western Lake Superior Sanitary District (WLSSD). The WLSSD Hermantown Interceptor generally runs along Highway 53 and carries waste to the District's regional wastewater treatment plant in Duluth. There, wastewater is treated before being discharged to the St. Louis River. The central and southeastern areas are served by City trunk sewer lines that flow south to the WLSSD Bayview Heights Interceptor. The City's trunk sewer line branches to serve both the school campus and the commercial uses in the Hermantown Marketplace. Other lateral lines serve existing neighborhoods. As part of the 2025 comprehensive plan update, a future expansion of the City's 2001 urban services boundary (USB) was planned for future business and light manufacturing development in the southwest area of the city.

CURRENT WATER SUPPLY SYSTEM

Hermantown purchases all of its potable water from the City of Duluth. The Utility Department is responsible for the distribution of treated water. The City's water supply lines generally follow major roads such as Highway 53 and other arterials and collectors.



WLSSD Wastewater Facility

CURRENT STORMWATER SYSTEM

Without any development, rain and snow would either soak into the ground or run off into streams, lakes, and wetlands. With development, roads, roofs, and other impervious surfaces change the rate of flow and the quality of stormwater. This could, in turn, negatively impact local water bodies. Roads and other constructed barriers prevent water from flowing naturally. Culvert, ditches, storm drains, catch basins, ponds, and bridges help direct the flow of water and assist in flood prevention.

FUTURE UTILITIES EXPANSION

Future expansion of both the sanitary sewer and the water supply systems for future residential development is focused on filling existing gaps within the City's 2001 USB and creating connections between neighborhoods. An additional sanitary sewer trunk line that was envisioned to someday serve a large residential portion of western Hermantown does not appear to be needed in the next 20 years, the lifetime of this plan. Given the opportunities for residential infill within the 2001 USB, the City could provide sanitary sewer service at a lower cost by developing within the 2001 USB. Instead, this line could be constructed to support business development in the southwest portion of the city. See Chapter 4: Land Use for more information about the City's land needs for future business and light manufacturing development. When the 2045 Comprehensive Plan was originally adopted in 2025, the southwest portion of the city was designated as a USB future expansion area. WLSSD subsequently revised the USB in its Comprehensive Wastewater Plan and established a 2025 USB that incorporated the southwest portion of the city.

The sanitary sewer and water supply system maps also show the City's designated future urban growth areas for staging the future provision of urban services, including sanitary sewer and water supply. See Chapter 4: Land Use for more information about the City's designation of urban growth areas.

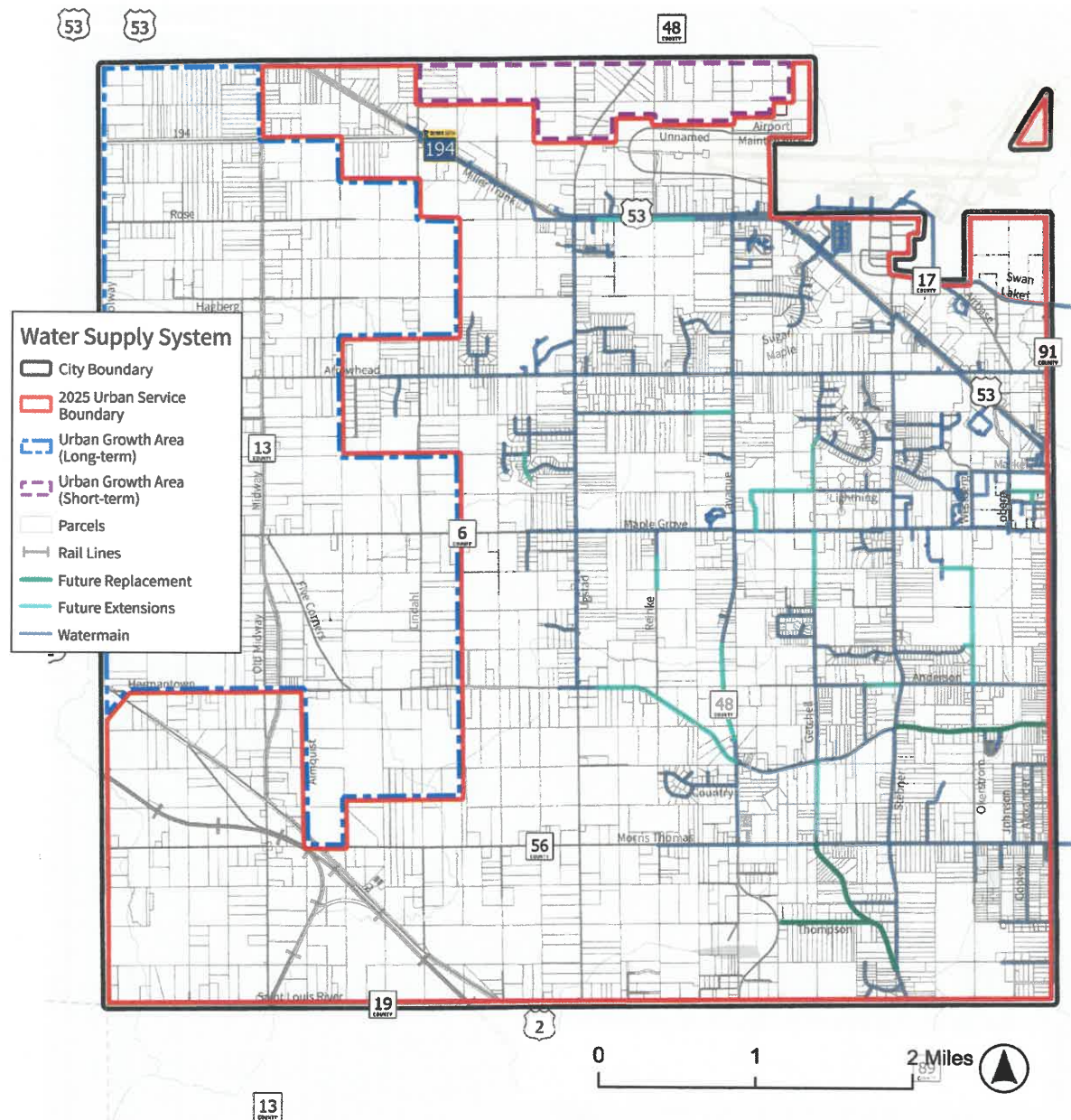


Figure 6.11 Water Supply System



ADAPTIVE INFRASTRUCTURE

MULTI-MODAL TRANSPORTATION

The transportation systems within Hermantown are also under the purview of the Duluth-Superior Metropolitan Interstate Council (MIC) Long-Range Transportation Plan, which looks out to 2045. This plan considers the transportation systems within the MIC area holistically and has identified key takeaways – some of which are relevant for Hermantown:

1. There are many transportation needs and wants, but funding under the current approach is likely not attainable and new approaches will need to be implemented.
2. Stagnant population growth, coupled with a decline in the percentage of people of working age, will result in a decreased tax base to fund increasingly expensive transportation projects.
3. An aging population will likely require expanded or different transportation options.
4. Level of Service projections show little traffic congestion and few areas of concern.
5. Multi-modal travel is desired, and in some cases necessary, for people within the MIC area.
6. Maintenance of critical infrastructure and addressing inefficiencies is strongly desired.
7. Building an environmentally sound and sustainable transportation system is strongly desired.
8. The design of transportation systems has multiple impacts on public health – we should strive for those that benefit and improve the overall health of the community.



For Hermantown, these transportation realities layered on top of the existing conditions provide a glimpse of where the city should focus its efforts. As investments are prioritized, spending time and money on infrastructure projects that improve access for those who are either unable or choose not to drive their own vehicles will become increasingly important. More and better-connected trails and sidewalks will provide options for those who do not drive and those who prefer alternatives to driving.

As part of its long-range transportation planning efforts, MIC conducted surveys to understand public sentiment around various transportation issues. While 66% of those surveyed preferred prioritizing modes other than automobile, barriers to use remained. Results showed that common barriers to walking included the condition of sidewalks, unsafe street crossings, and gaps in the sidewalk network. Barriers to biking included safety concerns when bicycling in the street. For Hermantown, this reinforces the need to explore off-street bicycle facilities.

As regular maintenance of roadways is required, there will be opportunities to construct integrated multi-modal options that improve both safety and access for those not in vehicles.

COMMUNITY RESILIENCE

Climate trends for Minnesota suggest greater chances for extreme weather over the next 50 years, including more precipitation, hotter summers, warmer and wetter winters, and more severe weather events in general. These episodes have the potential to damage public infrastructure, resulting in costly repairs, not to mention damage and loss to private property. Hermantown can work to lessen these threats by adapting the construction of new infrastructure projects while also upgrading existing facilities as opportunities allow.

One significant climate-related risk is flash flooding due to intense storm events and the associated damage to pipes, roads, and bridges, as well as to private property. To combat this risk, the City should strive to preserve floodplains and to construct stormwater infrastructure that can reduce the potential for costly damages.

Other aspects of community resilience in the face of climate change could be explored to address the following threats: spread of invasive tree and plant species, impacted water quality and supply, high energy consumption and/or greenhouse gas emissions, solid waste generation, extreme heat and air quality, and increased prevalence of vector-borne diseases by mosquitoes and ticks.

Participation by Hermantown in the St. Louis County Multi-Hazard Mitigation Plan efforts in 2020, and the resulting mitigation activities that were identified, are a starting point for addressing community resilience.

GOALS AND STRATEGIES

Goals and strategies were developed in consultation with the Steering Committee, HEDA, Planning Commission, and City Council with input from the public. Goals are broad statements that describe a desired outcome. Strategies describe the approach that would need to be taken to achieve the goals. Implementation actions are concrete steps that can be taken to reach the strategies and goals.

6.1. Provide safe, effective, and efficient access to neighborhoods, businesses, and recreation facilities while respecting the surrounding natural systems.

- 6.1.1. Maintain a roadway system which is consistent with the principals of functional classification and access management, helping ensure that roads are planned and designed in an integrated and efficient manner.
- 6.1.2. Plan for needed roadway infrastructure improvements to manage traffic flow and reduce congestion.
- 6.1.3. Expand and connect the local roadway network to create options for dispersed travel patterns.
- 6.1.4. Provide safe and convenient bicycle and pedestrian facilities along roadways and between important destinations.
- 6.1.5. Evaluate transportation projects to ensure they preserve and enhance environmental features and resources.

6.2. Recognize the importance of the Highway 53 corridor for the local business community.

- 6.2.1. Support Highway 53 access management improvements to preserve and improve the function of the highway, including the addition of service roads, consolidation of driveways, elimination or relocation of median crossovers, and intersection upgrades.
- 6.2.2. Continue to cooperate with MN DOT and the Metropolitan Interstate Council on necessary safety improvements in the Highway 53 corridor.
- 6.2.3. Seek federal and state assistance to construct needed highway improvements.

6.3. Provide a transportation system that supports all modes of travel.

- 6.3.1. Expand and connect the sidewalk and trail network in the suburban, neighborhood, corridor, and mixed-use neighborhood areas to provide connections to parks, trails, business areas, and other community destinations.
- 6.3.2. Support bikeway system expansions and improvements of the Duluth-Superior Metropolitan Bikeways System Plan.
- 6.3.3. Provide safe and convenient pedestrian crossings at appropriate intersections.
- 6.3.4. Plan for safe and efficient pedestrian and bicycle options on all new roadway connections and when reconstructing the existing roadways.
- 6.3.5. Support enhancements to regional bus transit services, particularly serving the needs of residents and employees working in Hermantown, working with the transit agencies and Duluth.



6.4. Plan for and provide necessary public facilities and utilities to support forecast growth.

- 6.4.1. Prioritize addressing gaps in services that benefit existing neighborhoods.
- 6.4.2. Expand infrastructure within the City's urban services boundary to promote the addition of new development including industrial, commercial and new housing types and densities available to a wide range of households, including number of occupants, types, ages, and incomes.
- 6.4.3. Explore options to expand the City's urban services to the southwest to support business development.
- 6.4.4. Provide adequate infrastructure along Highway 53 to meet the needs of existing and new businesses.
- 6.4.5. Inventory existing broadband infrastructure and create strategies to provide broadband service to underserved or unserved areas of the city.

6.5. Increase the community's resilience to the impacts of climate change and mitigation efforts against future natural disaster events.

- 6.5.1. Protect floodplains and restrict development within them.
- 6.5.2. Regulate stormwater runoff volumes and rates to minimize flood risk and damages.
- 6.5.3. Identify and implement road improvement projects to reduce areas of repetitive over-the-road flooding.
- 6.5.4. Ensure all new development and redevelopment projects adhere to the City's Stormwater Ordinance and Sewer Use Ordinance.
- 6.5.5. Continue to participate in the updating and implementation of the County's Multi-Hazard Mitigation Plan.
- 6.5.6. Continue to implement projects that will reduce the amount of clear water (inflow and infiltration) entering the sanitary sewer system.

07. IMPLEMENTATION

PURPOSE

The 2045 Comprehensive Plan provides a high level vision for the long term future of Hermantown as it considers how to approach decisions regarding land use, infrastructure, economic development, housing, recreation, and natural resources. The effectiveness of the plan is linked to the actions identified as necessary to implement the goals and strategies within each chapter. Because the time horizon for the Comprehensive Plan spans 20 years and the factors influencing policy decisions change more frequently, the City should revisit the goals, strategies, and implementation actions of the plan at least every five years in order to confirm they are still adequately addressing the issues facing the community.

The Implementation chapter identifies specific implementation actions for each of the elements (chapters) of the Comprehensive Plan:

- Natural Resources & Recreation
- Land Use
- Economic & Housing Development
- Transportation & Utilities

In addition, the timeframe (on-going, short term, or long-term) and the lead / coordinating city departments and commissions/boards for each implementation action.

Implementation regulatory tools are also identified, including the Zoning Ordinance, Land Splits & Platting Ordinance, Capital Improvement Plan, State Aid Roadway Programs, Official Map, and Water Resource Regulations.



Hermantown City Hall

IMPLEMENTATION ACTIONS

Timing of implementation actions may shift based on development trends, market forces, funding availability, agency coordination, and other factors. Timeframes are categorized as:

- **On-going:** Strategies that do not have a specific timeframe but will be implemented as needed over time.
- **Short Term:** These are implementation strategies recommended to be completed in the next one to five years. Generally these strategies are either higher priority or lower cost. (0-5 years)
- **Long Term:** These are generally higher cost or more complicated, thus requiring more time to implement, find funding, or build the collaboration and partnerships needed. (5+ years)

Chapter	TABLE 7.1 IMPLEMENTATION ACTIONS	Timeframe	Lead / Coordinating Agencies
3	NATURAL RESOURCES & RECREATION		
3.1	Continue to explore funding sources and opportunities to support acquisition, development, and maintenance of the parks and trails system.	On-going	Public Works Dept. and Community Development Dept.
3.2	Engage volunteers and user groups to aid in the on-going maintenance and upkeep of park and trail facilities in coordination with the City's Public Works Department and Park Board.	On-going	Public Works Dept. and Park Board
3.3	Develop a plan to increase accessibility within existing parks and improve non-motorized options for reaching the parks through an expanded sidewalk and trail system.	Short Term	Community Development Dept. and Public Works Dept.
3.4	Revisit the 2018 proposed master plans and fund the improvements needed to modernize and upgrade existing park/playfields to provide a broader range of recreational facilities both active and passive - Rose Road Park, Fichtner Field Park, Stebner Park, and Keene Creek Park. Any relocation of park facilities from an existing park should be coordinated with the planning and design of future parks.	Long Term	Public Works Dept. and Park Board
3.5	Plan, design, and fund construction of planned future parks in conjunction with future development and/or relocation of facilities from existing parks - Cameron Park, Art Olson Park.	Long Term	Community Development Dept., Public Works Dept., Park Board
3.6	Plan for completion of the Hermantown Connector Trail/Munger Trail Spur, including trailheads.	Short Term	Public Works Dept. and Park Board
3.7	Conduct analysis for identification of a potential public park in the northeastern portion of Hermantown.	Long Term	Community Development Dept.
3.8	Plan, design, and construct the extensions and enhancements to the City's trails and sidewalks system, both dedicated trail corridors and facilities within roadway corridors.	On-going	Community Development Dept., Public Works Dept., Park Board
3.9	Update the City's 2018 Parks & Trails Master Plan to reflect the directions of the Comprehensive Plan, since the master plan has reached its original time horizon of 2024.	Long Term	Community Development Dept. and Park Board
3.10	Update the City's Land Splits & Platting Ordinance (subdivision regulations) to improve the design standards, required improvements, and park dedication sections in order to improve the future provision and design of parks and trails with new development.	Short Term	Community Development Dept.

Chapter	TABLE 7.1 IMPLEMENTATION ACTIONS	Timeframe	Lead / Coordinating Agencies
4	LAND USE		
4.1	Update the Zoning Ordinance to align with the land use plan and to support development of new housing types, higher densities, and mixed use development in targeted locations.	Short Term	Community Development Dept.
4.2	Evaluate timing for the expansion of the City's urban services to the rural area northwest of the airport to support future economic development opportunities.	Short Term	Community Development Dept. and Public Works Dept.
4.3	Conduct property inventory to identify vacant sites with current access to city utilities in order to prioritize infill development.	Short Term	Community Development Dept., Public Works Dept., Utility Dept.
4.4	Initiate small area plans to guide development of growth areas – Uptown, Maple Grove Rd corridor, Keene Creek/Haines Rd corridor, southwest/Hwy 2 area, and Western Hwy 53 corridor.	Short Term	Community Development Dept.
4.5	Develop vision plans for community gateway areas to enhance appearance and increase awareness of Hermantown.	Long Term	Community Development Dept., HEDA
4.6	Update the Land Splits & Platting Ordinance to better support future development as guided in the Comprehensive Plan.	Short Term	Community Development Dept.
4.7	Study road and infrastructure access barriers to identified areas of developable land/growth areas.	Long Term	Community Development Dept. and Public Works Dept.
4.8	Evaluate timing for the expansion of the City's urban services to the rural area generally west of Lindahl Road and north of Hermantown Road to support future economic development opportunities.	Long Term	Community Development Dept. and Public Works Dept.
5	ECONOMIC & HOUSING DEVELOPMENT		
5.1	Create and fund a unified marketing strategy to strengthen city's identity and messaging as a way to attract new businesses and employers.	Long Term	HEDA and Community Development Dept.
5.2	Update the City's business subsidy policy to keep it aligned with market changes.	Short Term	HEDA
5.3	Continue to lead the efforts to develop the Hawkline Business Park north of Hwy 53.	Short Term	HEDA and Community Development Dept.
5.4	Engage with broadband providers to expand service throughout the city, filling gaps and extending coverage to all neighborhoods.	Long Term	HEDA and Utility Dept.
5.5	Explore funding sources and support regulatory changes to allow the construction of a wider variety of housing types.	Short Term	Community Development Dept.

Chapter	TABLE 7.1 IMPLEMENTATION ACTIONS	Timeframe	Lead / Coordinating Agencies
5.6	Consider the creation of a historic district to highlight and preserve the history of the Jackson Homes.	Long Term	Community Development Dept.
5.7	Develop a strategy and criteria for the City's acquisition and assembly of land as a tool to accelerate economic development in growth and redevelopment areas.	Long Term	Community Development Dept. and HEDA
6	TRANSPORTATION & UTILITIES		
6.1	Update the 5-year CIP annually to help prioritize the City's infrastructure needs identified in the Comprehensive Plan.	On-going	Community Development Dept. and Public Works Dept.
6.2	Prioritize and construct identified street extensions and improvements to manage traffic flow, reduce congestion, and increase access to developable land.	Long Term	Public Works Dept.
6.3	Continue to evaluate street intersections for necessary safety improvements.	On-going	Public Works Dept.
6.4	Prioritize and initiate utility extensions and improvements to fill gaps in water and sanitary sewer service within the City's urban services boundary.	Short Term	Public Works Dept. and Utility Dept.
6.5	Improve stormwater infrastructure to reduce possibilities of future flooding.	On-going	Utility Dept.

IMPLEMENTATION TOOLS

In addition to the implementation action steps listed below, there are a handful of regulatory tools that the City already utilizes that should be aligned with the vision of the plan so that they can advance its goals on a regular basis.

ZONING ORDINANCE

The City's Zoning Code is the primary tool for translating the future land uses of the Comprehensive Plan into regulations that govern uses, placement and massing of structures, and performance standards of land within the city. It includes the following:

- Zoning districts
- Official Zoning Map
- Development procedures
- Regulations to manage Shorelands
- Regulations to manage Floodplains
- Administration of Wetland Conservation Act efforts

LAND SPLITS & PLATTING ORDINANCE

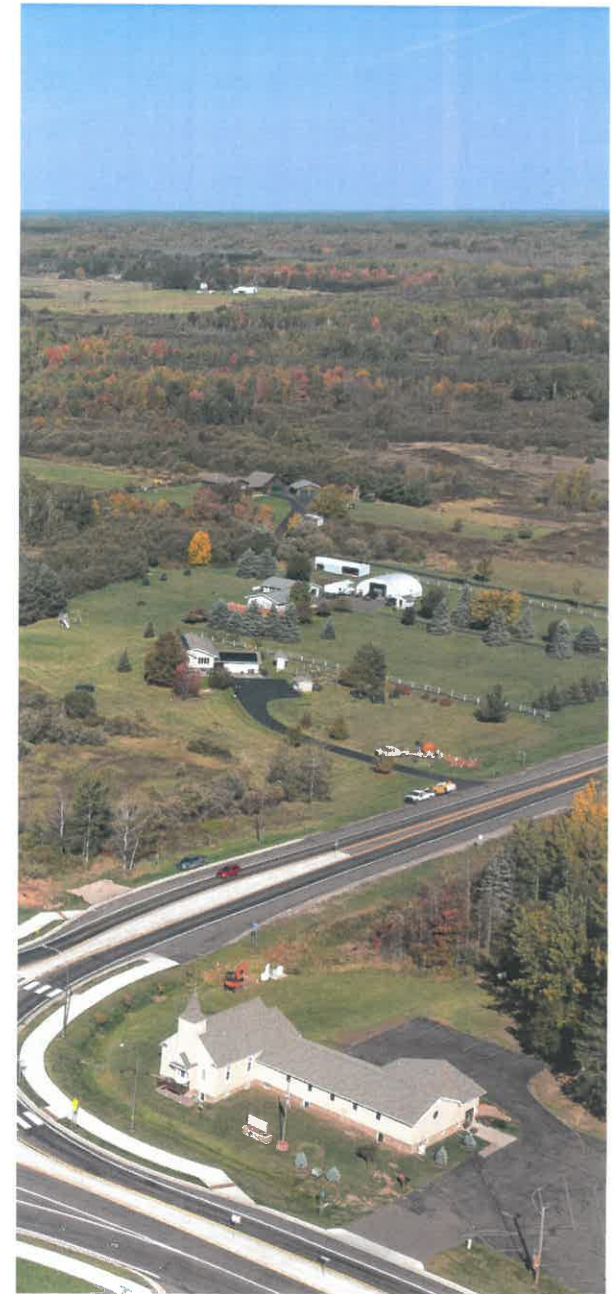
The City's subdivision ordinance, which is called Land Splits & Platting, is a primary tool for planning and designing future development patterns, including streets, blocks, lots, and public areas.

CAPITAL IMPROVEMENT PLAN

Hermantown's Capital Improvement Plan (CIP) maps out the City's capital expenditures over a five year period. It anticipates what projects will receive funding, how much will be spent, and the timing of the efforts.

STATE AID ROADWAY PROGRAMS

There are state aid roadway programs at the County and City levels. While there are approximately 73 miles of roads under the City's jurisdiction, a portion of these roadways are designated as Municipal State Aid Streets (MSAS), which are major collector routes through the city. In addition, the County highways traversing the city, which are either minor arterial or major collector routes, are designated as County State Aid Highways (CSAH). The City evaluates each MSAS project to determine whether a utility infrastructure project could coincide with the road reconstruction or rehabilitation project. The City can work with the County to coordinate potential utility infrastructure upgrades or extensions with each CSAH project. Additionally, the City can continue to collaborate with the MN DOT on federal/state highway project improvements and the Federal-Aid Highway Program for Highways 53, 2, and 194.





OFFICIAL MAP

Land that is needed for future street or other necessary public facilities and services is frequently diverted to private uses that could have been located on other land without hardship or inconvenience to the property owners. When this happens, public uses of this land becomes more challenging, may be denied, may require prohibitive costs to obtain, and/or may involve dislocating the owners and occupants of the land. MN Statute 462.359 provides that municipalities have the right to identify land needed for future public uses on an Official Map. This process enables both public and private property owners to modify their building plans before investments are made that will make future changes difficult to accomplish.

WATER RESOURCES REGULATIONS

Preservation and protection of the community's natural resources, particularly water resources, is an important element of future development in the city. There are multiple tools at the federal, state, and municipal level for regulating changes that may impact water resources.

CREEK, RIVER, AND LAKE SHORELAND

The City currently regulates shoreland with its Shoreland overlay district in the Zoning Ordinance and mapped on the Official Zoning Map. The current Shoreland overlay district uses classifications the community's creeks and rivers using the MN DNR's lake classifications rather than stream/river classifications, which should be adjusted. The MN DNR has created a Shoreland Model Ordinance that provides good guidance for updating the City's Shoreland overlay district.

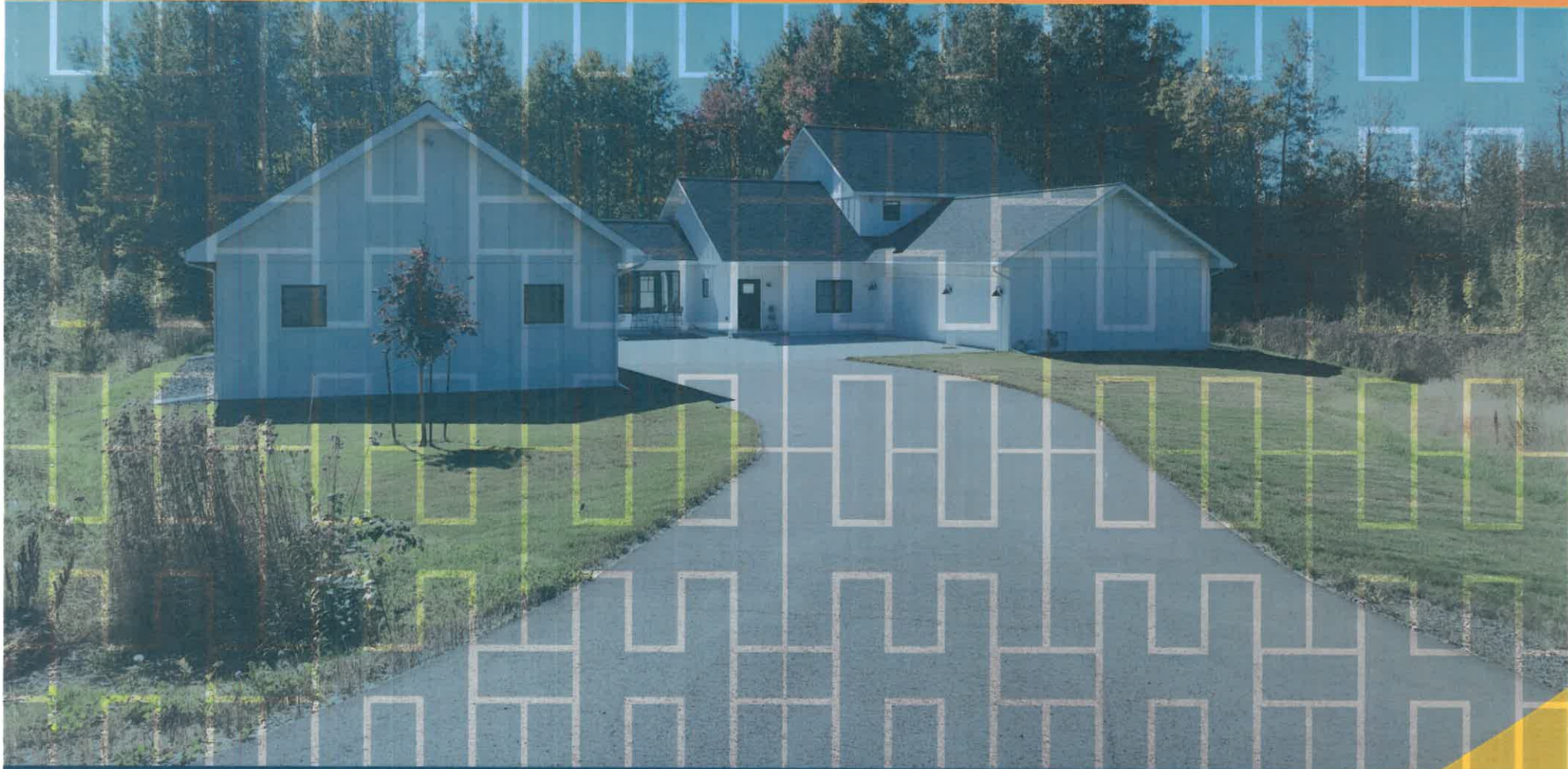
FLOODPLAINS

Responsibility to adopt regulations to minimize flood losses is delegated to local governments by the State of MN. The City's Zoning Ordinance includes a Floodplain Management Regulations chapter. Local governments are required to adopt floodplain management ordinances in order to be in full compliance with the National Flood Insurance Program (NFIP), which is required for flood insurance and certain types of disaster assistance. The MN DNR has created a Floodplain Model Ordinance. This model ordinance has been revised a number of times over the years for various reasons, with the most significant update occurring in early 2022. Local governments are encouraged to adopt the most recent version during each ordinance amendment.

WETLANDS

Wetlands are protected at the federal, state, and local level. The City of Hermantown has a Comprehensive Wetland Protection and Management Plan (2005). Since 2006, the City has enforced the federal Wetland Conservation Act (WCA) through adoption of the Wetland Conservation Act Ordinance, a chapter within the Zoning Ordinance. The City should work with the Minnesota Board of Water & Soil Resources to review and make any necessary updates to its wetlands plan and ordinance.

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2045 COMPREHENSIVE PLAN

HERMANTOWN, MINNESOTA

City of
Hermantown
Minnesota



CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Mediated Settlements – Hermantown Road Assessments

☒ **RESOLUTION:** 2026-56 & 2026-57 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve two mediated settlements related to the Hermantown Road Assessments.

BACKGROUND

Following the adoption of the assessment roll for Hermantown Road Improvement project, two groups filed appeals of the assessment with the Courts. The groups are named were named Gilbertson, and Anderson. In May, the City and the two groups participated in mediation prior to going to court. As a result of those mediation sessions, a mediated settlement was reached with each group in order to avoid ongoing litigation.

The terms of the settlements are generally the same for each group:

- The settlements are contingent on city council approval
 - The assessment is reduced by 50% to \$4,700.
 - The options to pay off the assessment:
 - For the Gilbertson group: If residents paid off the assessment in full prior to assessment going to the County, they will get a refund, if not they must pay the balance within 30 days. The balance is \$4,231.76 (\$4,700 minus the first payment of \$468.24 which was paid with the taxes on May 15th.)
 - For the Anderson group: If residents paid off the assessment in full prior to assessment going to the County, they will get a refund. If not, they have two options: 1. The can pay off the balance of \$4,231.76, or 2. Pay the assessment amounts this year, and then have the new remaining amount put on their tax bills for the remain term of the assessment period.
 - The settlements are recommended for approval.
-

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Mediated Settlements

Resolution No. 2026-56

**Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver
A Mediated Settlement Agreement And Release Of Claims Between The City Of
Hermantown And Gilbertson, Et Al.**

WHEREAS, an action was commenced against the City of Hermantown (“City”) by Nathan Gilbertson and others (“Gilbertson”) in *Gilbertson, et al. v. City of Hermantown* Court File No, 69 DU-CV-25-2691; and

WHEREAS, in order to avoid further litigation, City and Gilbertson desire to enter into the Mediated Settlement Agreement (“Agreement”) attached hereto as Exhibit A; and

WHEREAS, the City Council has considered this matter and believes it is in the best interest of the City to enter into such Agreement 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. The Mediated Settlement Agreement attached hereto as Exhibit A is hereby approved.

2. The Mayor and City Clerk are hereby authorized and directed to take any and all actions necessary to effectuate the Mediated Settlement Agreement on behalf of the City of Hermantown.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above

and foregoing Resolution 2026-56 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A

MEDIATED SETTLEMENT AGREEMENT

***[Gilbertson, et al. v. City of Hermantown
Court File No. 69DU-CV-25-3691]***

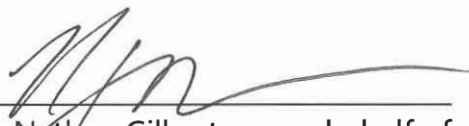
Following a mediation in the above-entitled controversy before the Hon. John H. Guthmann (Ret.), the Mediator, the parties agree to settle their dispute as follows:

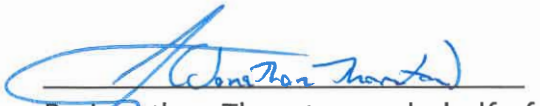
1. Pursuant to the requirements of the Minnesota Civil Mediation Act, the Mediated Settlement Agreement is a binding and enforceable agreement. Under this Act, the Mediator further advises the parties that: (a) he has no duty to protect their interests or provide them with information about their legal rights; (b) signing the Mediated Settlement Agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing the Mediated Settlement Agreement if they are uncertain of their rights.
2. This Mediated Settlement Agreement contains the entire agreement between the parties, which is binding and enforceable. The parties may sign the agreement in counterparts.
3. The enforcement of this settlement and Mediated Settlement Agreement is not dependent on the preparation of other documents, such as a detailed settlement agreement, stipulation, and/or releases. The parties and counsel shall use their best efforts to agree on the detail of formal documentation. The parties also agree that if formal documentation detail becomes the subject of dispute, the Mediator shall serve as a binding arbitrator and resolve any documentation detail disputes based on his determination of what is consistent with the intent and spirit of the negotiations and/or what is fair and equitable under the circumstances. This Mediated Settlement Agreement shall not be construed against any party by reason of that party being the drafter of the Mediated Settlement Agreement.
4. The material and essential terms of the settlement are:

See Exhibit A which is made a part hereof. The parties may sign this agreement in counterparts.

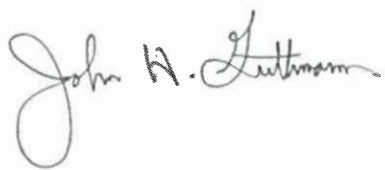
(Remainder of page left intentionally blank. Signature blocks on next page.)

Plaintiffs:


By Nathan Gilbertson on behalf of
himself and Rebecca Gilbertson

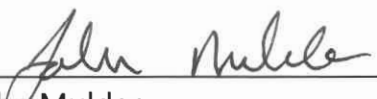

By Jonathan Thornton on behalf of
himself and Jenny Thornton


By Janet Thornton on behalf of
herself and David Thornton



John H. Guthmann, Mediator May 8, 2026

City of Hermantown:

By 
John Mulder
Its City Administrator

Counsel for City of Hermantown:

Kennedy & Graven, Chartered


James J. Thomson (#145300)

EXHIBIT A

Term Sheet

1. For the consideration stated herein, the parties agree to a full and final mutual release of all claims that they have or could have made against each other with the sole exception being the mutual promises made herein.
2. The release referred to in paragraph 1 is subject to the following terms and obligations:
 - a. The finality of this settlement is conditioned upon and contingent upon approval by the Hermantown City Council.
 - b. The parties agree that the fact of this settlement and the terms of this settlement shall remain confidential until published in the agenda for the City Council meeting at which approval of this settlement will be sought.
 - c. This settlement shall be submitted for approval by the Hermantown City Council no earlier than its June 1, 2026 meeting
 - d. Relating to the special assessment levied on PID 395-0010-08952, Nathan and Rebecca Gilbertson shall pay \$4,231.76 to the City of Hermantown no later than thirty days following approval of this settlement by the Hermantown City Council. Upon payment, the City of Hermantown shall cancel the special assessment previously certified to St. Louis County for said parcel.
 - e. Relating to the special assessment levied on PID 395-0010-05755, Jonathan and Jenny Thornton shall pay \$4,231.76 to the City of Hermantown no later than thirty days following approval of this settlement by the Hermantown City Council. Upon payment, the City of Hermantown shall cancel the special assessment previously certified to St. Louis County for said parcel.
 - f. As a partial refund of the special assessment previously levied on PID 395-0010-05241, the City of Hermantown shall pay \$4,700 to David and Janet Thornton no later than thirty days following approval of this settlement by the Hermantown City Council.

g. As a partial refund of the special assessment previously levied on PID 395-0010-05242, the City of Hermantown shall pay \$4,700 to Jonathan and Jenny Thornton no later than thirty days following approval of this settlement by the Hermantown City Council.

3. Counsel for the City of Hermantown and John Mulder, the City Administrator for the City of Hermantown, agree to recommend approval of this settlement and advocate for approval of this settlement.

4. The parties agree to prepare and execute any other documents necessary to complete the settlement of this case, including but not limited to a Stipulation of Dismissal of any litigation with prejudice.

5. Nothing in this settlement agreement is intended to impact or affect any other dispute involving special assessments adopted by the City of Hermantown.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized officials on the date approved by the City Council.

APPROVED by the City Council of the City of Hermantown, Minnesota, on the 1st day of June, 2026.

CITY OF HERMANTOWN, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Clerk

Resolution No. 2026-57

**Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver
A Mediated Settlement Agreement And Release Of Claims Between The City Of
Hermantown And Nicole And Travis Anderson, Et Al.**

WHEREAS, an action was commenced against the City of Hermantown (“City”) by Nicole and Travis Anderson and others (“Anderson”) in *Anderson, et al. v. City of Hermantown* Court File No, 69 DU-CV-25-38181; and

WHEREAS, in order to avoid further litigation, City and Anderson desire to enter into the Mediated Settlement Agreement (“Agreement”) attached hereto as Exhibit A; and

WHEREAS, the City Council has considered this matter and believes it is in the best interest of the City to enter into such Agreement 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. The Mediated Settlement Agreement attached hereto as Exhibit A is hereby approved.

2. The Mayor and City Clerk are hereby authorized and directed to take any and all actions necessary to effectuate the Mediated Settlement Agreement on behalf of the City of Hermantown after all parties have signed the agreement.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above

and foregoing Resolution 2026-57 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A

MEDIATED SETTLEMENT AGREEMENT

***[Anderson, et al. v. City of Hermantown
Court File No. 69DU-CV-25-3818]***

Following a mediation in the above-entitled controversy before the Hon. John H. Guthmann (Ret.), the Mediator, the parties agree to settle their dispute as follows:

1. Pursuant to the requirements of the Minnesota Civil Mediation Act, the Mediated Settlement Agreement is a binding and enforceable agreement. Under this Act, the Mediator further advises the parties that: (a) he has no duty to protect their interests or provide them with information about their legal rights; (b) signing the Mediated Settlement Agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing the Mediated Settlement Agreement if they are uncertain of their rights.
2. This Mediated Settlement Agreement contains the entire agreement between the parties, which is binding and enforceable. The parties may sign the agreement in counterparts.
3. The enforcement of this settlement and Mediated Settlement Agreement is not dependent on the preparation of other documents, such as a detailed settlement agreement, stipulation, and/or releases. The parties and counsel shall use their best efforts to agree on the detail of formal documentation. The parties also agree that if formal documentation detail becomes the subject of dispute, the Mediator shall serve as a binding arbitrator and resolve any documentation detail disputes based on his determination of what is consistent with the intent and spirit of the negotiations and/or what is fair and equitable under the circumstances. This Mediated Settlement Agreement shall not be construed against any party by reason of that party being the drafter of the Mediated Settlement Agreement.
4. The material and essential terms of the settlement are:

See Exhibit A which is made a part hereof. The parties may sign this agreement in counterparts.

(Remainder of page left intentionally blank. Signature blocks on next page.)

Plaintiffs:

Nicole Anderson

Travis Anderson

Jim Bakke

Carl Ball

Blaine Ballavance

Lynda Ballavance

Mary Bianchi

Morghann Lundholm

Jon Lundholm

City of Hermantown:

By_____

Its_____

Counsel for City of Hermantown:

Kennedy & Graven, Chartered

James J. Thomson (#145300)
Joshua P. Weir (#0402328)

Counsel for Plaintiffs:

Ferdinand F. Peters, Esq. Law Firm

Benjamin P. Loetscher (#0389037)

Jesse Budisalovich

Cindy Budisalovich

John Cozzi

Jon Denzler

Karlee Cozzi

Bonnie Denzler

Wes Dammer

Travis Drayna

Sasha Drayna

Jeff Kachinske

Bev Elstad

Robert LePage

Dalton Grimm

Gloria Nelson

Rhiannon Cullip

Tim Nelson

Randy Johnson

Wayne Peterson

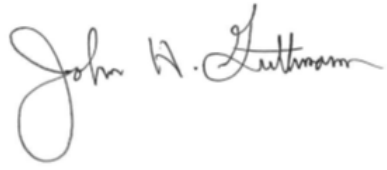
Kara Ward

Patricia Sleen

Dave Sundin

Earl Sorvari

Dawn Sundin

A handwritten signature in cursive script, reading "John H. Guthmann". The signature is written in black ink on a white background.

John H. Guthmann, Mediator May 22, 2026

EXHIBIT A

Term Sheet

1. For the consideration stated herein, the parties agree to a full and final mutual release of all claims that they have or could have made against each other with the sole exception being the mutual promises made herein.
2. The release referred to in paragraph 1 is subject to the following terms and obligations:
 - a. The finality of this settlement is conditioned upon and contingent upon approval by the Hermantown City Council.
 - b. This settlement shall be submitted for approval by the Hermantown City Council no earlier than its June 1, 2026 meeting.
 - c. The parties agree to accept a 50% reduction [to \$4,700] of the special assessment on the properties that are the subject of this litigation. The 50% reduction in the special assessment shall be administered as follows:
 - i. For those plaintiffs wishing to pay off the adjusted special assessment in one lump sum, they shall pay \$4,231.76 to the City of Hermantown no later than thirty days following approval of this settlement by the Hermantown City Council. Upon payment, the City of Hermantown shall cancel the special assessment previously certified to St. Louis County for said parcel. Plaintiffs making this election do not need to pay the second half special assessment amount in 2026.
 - ii. For those plaintiffs who paid the special assessment in full, the City of Hermantown shall remit a partial refund of \$4,700 no later than thirty days following approval of this settlement by the Hermantown City Council.
 - iii. Those plaintiffs who have already paid the first installment on the initially levied special assessment and who want to continue to pay the reduced assessment in installments shall notify the City of Hermantown of their election no later than thirty days following approval of this settlement by the Hermantown City Council. The electing plaintiffs shall also pay the second half property tax amount already levied without adjustment. Thereafter, the remaining \$4,700,

less full credit for the principle of all special assessment amounts paid in 2026, shall be re-amortized at 5.5% interest over the remaining 14 years. Property tax bills in 2027 and going forward will be based on the new amortization schedule.

3. The City of Hermantown and its City Council agree to take any action necessary with St. Louis County to implement this agreement.
4. John Mulder, the City Administrator for the City of Hermantown, and legal counsel for the City of Hermantown agree to recommend approval of this settlement and advocate for approval of this settlement.
5. The parties agree to prepare and execute any other documents necessary to complete the settlement of this case, including but not limited to a Stipulation of Dismissal of any litigation with prejudice.
6. Nothing in this settlement agreement is intended to impact or affect any other dispute involving special assessments adopted by the City of Hermantown.

CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Development Agreement – Peyton Acres Phase 4

☒ **RESOLUTION:** 2026-58 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve execution of the Development Agreement between JLG Enterprises of Hermantown, LLP and City of Hermantown for the Peyton Acres Phase 4 development.

BACKGROUND

Requested is approval of the Development Agreement between JLG Enterprises of Hermantown, LLP (Developer) and the City of Hermantown (City) for the completion of public and private improvements associated with the Peyton Acres Phase 4 plat approved by the City Council on December 1, 2025. The agreement is substantially in the form of the attached Development Agreement document.

Phases 1A - C and 2 are complete with Phase 3 anticipated to be have curb and gutter, sidewalk and paving installed by the end of October 2026. The City has a Letter of Credit in place with JLG for all outstanding work. This project phase 4 will commence in mid June 2026 and go throughout the 2026 and a portion of the 2027 building seasons. The Development Agreement includes an irrevocable letter of credit in the amount of 125% of the construction cost of the infrastructure improvements with the stormwater improvements already being completed as part of Phase 3.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Development Agreement

Resolution No. 2026-58

**Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver
Development Agreement With JLG Enterprises Of Hermantown, LLP For Peyton Acres
Phase 4**

WHEREAS, JLG Enterprises of Hermantown, LLP (“Developer”) owns property located within the City of Hermantown; and

WHEREAS, the City has approved the Phase 4 Final Plat for the (“Project”); and

WHEREAS, the City of Hermantown desires to enter into a Development Agreement with Developer for the Project; and

WHEREAS, a Development Agreement, substantially in the form of, has been prepared and is attached hereto; and

WHEREAS, the City Council has considered this matter and believes it is in the best interest of the City to approve the Development Agreement and to authorize and direct the Mayor and City Clerk to enter into such Agreement 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. The Development Agreement attached hereto is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such Agreement on behalf of the City of Hermantown.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-58 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

ACCEPTANCE OF RESOLUTION

JLG Enterprises of Hermantown, LLP (“Developer”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation or exercise the City’s rights with respect to any security provided by Applicant to secure its performance under the Development Agreement.

IN WITNESS WHEREAS, JLG Enterprises of Hermantown, LLP has executed this acceptance the ____ day of _____, 2026.

DEVELOPER:

JLG Enterprises of Hermantown, LLP

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by JLG Enterprises of Hermantown, LLP.

Notary Public

DEVELOPMENT AGREEMENT

BY AND BETWEEN

**JLG ENTERPRISES OF HERMANTOWN, LLP
("DEVELOPER")**

AND

**CITY OF HERMANTOWN
("CITY")**

Dated as of the _____ day of _____, 2026

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the _____ day of _____, 2026, by and between **City of Hermantown**, (hereinafter referred to as the “City”) and **JLG Enterprises of Hermantown, LLP**, a Minnesota limited liability partnership (hereinafter referred to as the “Developer”), is in response to the following situation:

A. The Developer has platted property in St. Louis County, Minnesota legally described as follows:

See **Exhibit A** attached hereto (“Property”)

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Developer acknowledges that it is a requirement of the City that the Developer bear all costs of construction of the Infrastructure Improvements and that the Infrastructure Improvements must be constructed in accordance with Plans and Specifications approved by the City Engineer and City Public Works Director.

1.1 Comply with the provisions of Section 8 hereof (Infrastructure Plans and Specifications approved).

1.2 Developer shall provide a security deposit equal to 125% of the cost of construction of the Infrastructure Improvements (Sewer Main, Water Main, Public Roadway and Sidewalk) as determined by the City Engineer. The security is to be in effect until all of the Infrastructure Improvements have been constructed and the City Engineer and City Public Works Director executes a Certificate of Completion with respect to the Infrastructure Improvements attesting that they have been constructed in accordance with the Plans and Specifications.

1.3 Developer shall provide a security deposit equal to 125% of cost of construction of the Stormwater Improvements prior to the commencement of construction of the Infrastructure Improvements. This security is in addition to any security required by Section 1.2 hereof. No building permits shall be granted for any portion of the Property until an MS4 Certificate of Compliance is issued. The Stormwater Improvements are defined as the entire system utilized to collect, convey and treat stormwater. The security is to be in effect until all of the Stormwater Improvements have been constructed and the City Engineer and City Public Works Director executes a Certificate of Completion with respect to the Stormwater Improvements attesting that they have been properly constructed.

1.4 The Developer has paid the City a park dedication fee of \$1,100.00 per lot in the Plat (total of \$15,400.00).

1.5 Comply with the provisions of Section 19 hereof (Declaration of Wetland Restrictions).

1.6 Pay the City's out-of-pocket costs and expenses, including attorney's fees and engineering fees, incurred associated with the overall project.

2. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed sent by U.S. Certified Mail to the following name and address:

If to Developer: JLG Enterprises of Hermantown, LLP
3850 Old Midway Road
Hermantown, MN 55810

If to City: City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
Attn: John Mulder

With a copy to: Gunnar B. Johnson
Overom Law
802 Garfield Avenue
Suite 101
Duluth, MN 55802

3. The City Engineer shall, after consulting with the designated representatives of Developer, be the final authority in the event of any questions, ambiguities or disagreements regarding the interpretation of the Plans and Specifications or whether the construction of the Infrastructure Improvements have been completed in accordance with the Plans and Specifications.

4. Developer acknowledges and agrees that pursuant to Section 350 of the Hermantown City Code, no road or street within the city becomes a City street until it is accepted and opened by the City Council by a resolution to that effect and that the City has not accepted or opened the roads within the Plat. Developer further acknowledges and agrees that the City has no obligation and will not assume responsibility to grade, construct, improve, repair, replace, snowplow or in any way maintain or construct any road until such road has been accepted and opened pursuant to Section 350 of the Hermantown City Code. Developer further acknowledges and agrees that the City Council will not consider any resolution accepting and opening any road until Developer makes a written request of the City to accept and open the road. Such request may not be made by Developer until (i) one year after the construction of the road is determined to be fully completed in accordance with the Plans and Specifications and (ii) only if Developer has maintained and repaired the road in good condition and repair unless Developer (x) provides a written one year warranty with respect to the construction of the road that is in form and substance acceptable to the City, City Engineer and the City Attorney and (y) Developer provides security for such warranty in an amount, form and substance acceptable to the City, City Engineer and City Attorney. In the event Developer proceeds as provided in subparts (x) and (y) of this paragraph the City Council will consider a resolution accepting and opening the road at its first regular meeting after Developer makes a written request of the City to accept and open the road and the items required by subparts (x) and (y) of this paragraph are provided to the City. Likewise, Developer acknowledges and agrees that the City has no obligation to repair or replace any other Infrastructure Improvements until such Infrastructure Improvements have been determined to be fully constructed in accordance with the Plans and Specifications by the City Engineer and City Public Works Director.

5. Developer agrees that it will not make any changes to the Plans and Specifications without the prior written approval of the City Engineer and City Public Works Director.

6. Developer shall present detailed plans and specifications for the Infrastructure Improvements to the City Engineer and City Public Works Director and obtain approval of such plans and specifications by the City Engineer, City Public Works Director. Whenever the words “Plans and Specifications” are used herein it shall mean the plans and specifications that are approved by the City Engineer and City Public Works Director. All construction work shall be completed strictly in accordance with the approved Plans and Specifications. For the purposes of this Development Agreement, Infrastructure Improvements means the following:

6.1. The sewer main (“Sewer Main”) and water main (“Water Main”) within the Project.

6.2. The Stormwater Improvements within the Plat and servicing the Plat.

6.3. Permanent wetland markers marking the wetlands on all residential lots within the Plat.

6.4. A 28 foot wide asphalt roadway (“Public Roadway”) with curb and gutter per the requirements of the City of Hermantown. This Public Roadway will provide access for the fourteen lots from Peyton Drive.

6.5. A 5 foot wide sidewalk (“Sidewalk”) within the Public Roadway providing a connection to Peyton Drive and Mallard Lane continuing along the one side of the roadway proposed within the Plat.

7. Before the commencement of any work on any Infrastructure Improvements, Developer, Developer’s Contractor and Developer’s Engineer shall meet with the City Engineer and City Public Works Director to determine guidelines to insure that work is subject to appropriate testing and inspection before any portion of the work is covered or further work is done. Developer and Developer’s Contractor may be limited, as a result of this discussion, as to work that may be done outside of regular working hours unless prior arrangements are made for inspection and testing to be done at such times and appropriate payment arrangements are made.

8. Developer to provide soil borings and compaction tests on any fill material placed within the site for the purposes of constructing the road base associated with the work.

9. Developer acknowledges that the City Engineer may require independent testing of the work done on the Infrastructure Improvements prior to its determining that the work has been completed in accordance with the Plans and Specifications. Developer further understands and acknowledges that Developer shall be responsible for paying the costs incurred in connection with any such testing.

10. The City Engineer will execute and deliver the Certificate of Substantial Completion (Sewer Main, Water Main, Public Roadway and Sidewalk) in the form attached hereto as Exhibit B to the City only upon the completion of the Infrastructure Improvements and the City Engineer will execute and deliver a Certificate of Final Completion in the form attached hereto as Exhibit C to the City

only upon the final completion of the Infrastructure Improvements required to be constructed by Developer.

11. Developer acknowledges and agrees that no zoning permits and no building permits will be issued for any construction within the Plat until the City Engineer executes the Certificate of Substantial Completion (Sewer Main, Water Main, Public Roadway and Sidewalk) in form of the one attached hereto as Exhibit B and/or the security required by Section 1.2 and Section 1.3 has been provided to City for such items and an MS4 Certificate of Compliance has been issued for the Stormwater Improvements and/or the security required by Section 1.3 has been provided to the City for the Stormwater Improvements.

12. Notwithstanding anything to the contrary contained herein Developer agrees that all of the Infrastructure Improvements will be fully completed in accordance with the Plans and Specifications no later than September 1, 2027.

13. Any security provided by Developer to City pursuant to Section 1.2 hereof shall be released upon final completion of the Infrastructure Improvements and a Certificate of Final Completion is issued by the City Engineer for such work and the record drawings for the Infrastructure Improvements on paper and electronically in auto-cad format and PDF format are provided to the City pursuant to Section 15 hereof.

14. Developer agrees that the City may exercise its rights under any security provided to it hereunder if Developer shall fail to perform any obligation required to be performed by Developer hereunder and such failure shall continue for a period of ten (10) days after written notice of such failure has been given by City to the Developer.

15. Developer will provide record drawings for the Infrastructure Improvements constructed by it pursuant to this Agreement on paper and electronically in auto-cad format and PDF format before September 1, 2027. Developer will also provide City with an electronic copy of the recorded Plat.

16. Developer will provide the GPS data points for the wetland boundaries on all lots within the Plat and for the permanent wetland markers required to be installed by Developer pursuant to Section 6.3.

17. Upon the issuance of a Certificate of Final Completion by the City Engineer for the Infrastructure Improvements the City shall become the owner of the Infrastructure Improvements covered by such Certificate of Final Completion. Upon the issuance of a Certificate of Final Completion by the City Engineer for the Public Roadway and Sidewalk and the satisfaction of the provisions of Section 4 of this agreement the City shall become the owner of the Public Roadway and Sidewalk covered by such Certificate of Final Completion. Upon the issuance of an MS4 Certificate of Compliance for the Stormwater Improvements pursuant to Section 1.3, the City shall become the owner of the Stormwater Improvements.

18. Developer will provide or cause to be provided separate water and sewer services to each dwelling unit in the Plat and:

18.1 Provide the plans and specifications for the construction of the water and sewer service lines within the Plan for the City's review and approval prior to commencing construction of such water and sewer service lines.

18.2 Provide the City with a map/plan on paper and electronically in auto cad format and PDF format showing the location of water and sewer service lines. Information is to be in a coordinate system so that it can be imported into the City's GIS system.

18.3 Install a locating wire or equally effective means of marking the location of each non-conductive water or sewer service lines.

18.4 All individual dwelling units within the Plat shall be connected directly to the Sewer Main and Water Main.

18.5 The City will not issue a Certificate of Occupancy for any dwelling until the requirements of this Section 18 have been satisfied with respect to such dwelling.

19. Developer will execute and deliver to City for recording with the real estate records the Declaration of Wetland Restrictions in the form of the one attached hereto as Exhibit 19. Neither Developer nor its successors or assigns shall modify or disturb the wetland areas or Stormwater Improvements within the Plat without the prior written approval of the City. The owner of each lot within the Plat shall be responsible for the preservation and maintenance of the wetland areas located on such owner's lot.

20. Developer acknowledges that City intends to provide a letter, substantially in the form of the one attached hereto as Exhibit 20 to each party who requests utility service from the City at any time with regard to lots within the Plat.

21. City is hereby granted access across the Property and all individual lots within the Plat at any time to repair, maintain and restore the Stormwater Improvements and wetland areas on any of the Property and to check the location of the wetland boundaries and permanent wetland markers on the Property and any lot on the Plat.

22. In the event that the City is required to repair, restore or modify the wetland areas, permanent wetland markers or Stormwater Improvements as a result of actions by the Developer or its successors or assigns, then the City may assess the costs of such repairs, restoration or modifications against the Property or any part of the Property pursuant to Chapter 429 of the Minnesota Statutes or the City may declare that the portion of the Property upon which such wetland or Stormwater Improvements are located to be a hazardous property within the meaning Minnesota Statutes §463.15, it being agreed to and acknowledged by Developer that a failure to adequately maintain or unremediated damage to a wetland or Stormwater Improvements constitutes a hazard to public safety or health.

23. The Developer further agrees that nothing in this Agreement constitutes any approval of any other licenses or permits or approvals required to be obtained under applicable law, rule, regulation or ordinance before any construction can take place on the Property. Examples of permits and approvals that are not approved by this Agreement are building permits, water and sewer connection approvals (which require payments for connection fees to the City and a CAF payment to WLSSD).

24. During construction, Developer agrees:

24.1 Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site; and

24.2 Not conduct any on-site burning or burial of brush or other site debris on the Property.

24.3 Construction activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10:00 p.m. and 7:00 a.m.; and

24.4 The site shall be kept free of dust and debris that could blow onto neighboring properties; and

24.5 Public streets shall be maintained free of dirt and shall be cleaned as necessary; and

24.6 The City shall be contacted a minimum of 72 hours prior to any work in a public street. Any required construction or excavation permits for construction shall be obtained before work commences. Work in a public street shall take place only upon the determination by the Public Works Superintendent that appropriate safety measures have been taken to ensure motorist and pedestrian safety; and

[SIGNATURES APPEAR ON NEXT PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF HERMANTOWN
AND JLG ENTERPRISES OF HERMANTOWN, LLP**

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf as of the date first above written.

City of Hermantown

By _____
Its Mayor

And by _____
Its City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, the Mayor and City Clerk, respectively, of the City of Hermantown on behalf of the City of Hermantown.

Notary Public

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF HERMANTOWN
AND JLG ENTERPRISES OF HERMANTOWN, LLP**

IN WITNESS WHEREOF, Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

JLG ENTERPRISES OF HERMANTOWN, LLP

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ of JLG Enterprises of Hermantown, LLP, a Minnesota limited liability partnership, on behalf of the limited liability partnership.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

Peyton Acres Phase 4 of Section 24, Township 50, Range 15, St. Louis County, Minnesota.

EXHIBIT B
CERTIFICATE OF SUBSTANTIAL COMPLETION
SEWER MAIN, WATER MAIN, PUBLIC ROADWAY AND SIDEWALK

Date of Issuance: _____, 20__

This Certificate of Substantial Completion is made with reference to the following facts:

JLG Enterprises of Hermantown, LLP, (hereinafter the "Developer") entered into a Development Agreement (hereinafter referred to as "Development Agreement") with the City of Hermantown, a statutory city under the laws of the State of Minnesota, (hereinafter the "City"), with respect to a development to be constructed by Developer in the City.

The undersigned hereby certifies that the following facts and representations are true and correct:

1. The construction of the Sewer Main, Water Main, Roadway and Sidewalk as defined in the Development Agreement have been fully completed in accordance with the Plans and Specifications. The date of substantial completion is hereby established as of _____.
2. All capitalized terms when used herein shall have the meaning given them in the Development Agreement.

Name of Developer's Contractor

By _____
Its _____

The undersigned, the City Engineer, based on the foregoing Certificate and such other testing and inspections as it deemed necessary hereby certifies that the construction of the Sewer Main, Water Main, Roadway and Sidewalk defined in the Development Agreement other than the items described on Addendum No. 1 attached hereto strictly in accordance with the Plans and Specifications and the Road as defined in the Development Agreement have been substantially completed in accordance with the Plans and Specification and the terms of the Development Agreement.

Dated _____

Northland Consulting Engineers. L.L.P.

By _____
Its _____

EXHIBIT C
CERTIFICATE OF FINAL COMPLETION

Date of Issuance: _____, 202__

This Certificate of Final Completion is made with reference to the following facts:

JLG Enterprises of Hermantown, LLP, (hereinafter the “Developer”) entered into a Development Agreement (hereinafter referred to as “Development Agreement”) with the City of Hermantown, a statutory city under the laws of the State of Minnesota, (hereinafter the “City”), with respect to a development to be constructed by Developer in the City.

The undersigned parties hereby certify that the following facts and representations are true and correct:

1. The construction of the Infrastructure Improvements defined in the Development Agreement has been completed strictly in accordance with the Infrastructure Plans and Specifications and the terms of the Development Agreement. The date of final completion is hereby established as of _____.

2. All capitalized terms when used herein shall have the meaning given them in the Development Agreement.

3. That the following have been satisfied:

3.1. Construction of the Infrastructure Improvements have been fully completed in accordance with the Infrastructure Plans and Specifications.

3.2. The Stormwater Improvements have been completed in accordance with the MS4 Certificate of Compliance.

3.3. The provisions of Section 1.6 of this Agreement with respect to the payment of fees have been satisfied.

3.4. Developer is not in default under this Agreement.

3.5. All wetland work has been completed in accordance with any permits or approvals for such work.

3.6. Developer has provided the City with a map/plan on paper and electronically in auto cad format showing the location of water service lines and sewer service lines.

3.7. Developer has installed a locating wire or equally effective means of marking the location of each non-conductive water service lines or sewer service lines.

3.8. Developer has provided record drawings for the Infrastructure Improvements constructed by it pursuant to this Agreement on paper and electronically in auto-cad format

and PDF format. Developer has also provided City with an electronic copy of the recorded Plat.

3.9. Developer has provided the GPS data points for the wetland boundaries on all lots within the Plat and for the permanent wetland markers required to be installed by Developer pursuant to Section 6.3 hereof.

3.10. Developer has provided City with a Declaration of Wetland Restrictions required by Section 19 of the Development Agreement acceptable to the City in recordable form.

3.11. Developer has complied with the provisions of Section 1.3 of the Development Agreement with regard to the Stormwater Improvements.

JLG ENTERPRISES OF HERMANTOWN, LLP

By _____
Its _____

Developer's Engineer:

By _____
Its _____

The undersigned, the City Engineer, based on the foregoing Certificate and such other testing and inspections as it deemed necessary hereby certifies that the construction of the Infrastructure and Stormwater Improvements defined in the Development Agreement have been completed strictly in accordance with the Plans and Specification.

Dated: _____

Northland Consulting Engineers, LLP

By _____
Its _____

EXHIBIT 19

DECLARATION OF WETLAND RESTRICTIONS

JLG Enterprises of Hermantown, LLP, a limited liability partnership organized under the laws of the State of Minnesota, (“Developer”) hereby certifies and declares that Lot _____, Block _____ Peyton Acres (“Property”) is subject to the restrictions contained within that certain Development Agreement between Developer and the City of Hermantown dated _____, 2026 and recorded the _____ day of _____, 20__ as Document No. _____ with the _____ of St. Louis County, Minnesota. Such restrictions include, but are not limited to, the following:

1. The permanent wetland markers installed on the Property may not be removed or disturbed in any manner. The wetland areas on the Property may not be disturbed in any manner.
2. The City may enter upon the Property to repair, maintain and correct any disturbances to the wetland areas on the Property.
3. If the owner of the Property fails to maintain the wetland areas or modifies or disturbs the wetland areas, then the City may assess the cost of repairing or restoring the wetland areas against the Property pursuant to the provisions of Chapter 429 of the Minnesota Statutes or it may declare such failure or such modification or disturbance to be a hazard to public safety or health and proceed to take actions which are permissible under Minnesota Statutes §463.15, et. seq., to enjoin or abate the hazard and collect the costs thereof as provided for in such statutes.
4. This Declaration shall run with the land and be binding on Developer and its successors and assigns.

[SIGNATURE APPEARS ON NEXT PAGE]

IN WITNESS WHEREOF, Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

JLG ENTERPRISES OF HERMANTOWN, LLP

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ of JLG Enterprises of Hermantown, LLP, a Minnesota limited liability partnership, on behalf of the limited liability partnership.

Notary Public

EXHIBIT 20

[TO BE PLACED ON CITY'S LETTERHEAD]

«Date»

«Name»

«AddressBlock»

«AddressBlock»

Dear _____:

Thank you for becoming a utility customer of the City of Hermantown.

We want to let you know that the City of Hermantown prides itself on being environmentally friendly. In furtherance of this, the City has required wetland areas on and adjacent to your property to be marked. These markers have to stay in place and the wetlands marked by the markers need to remain undisturbed.

Further detail regarding the wetlands are set for the in the Declaration of Wetland Restrictions that is enclosed and that has also been recorded with your property title.

Also, please feel free to call City Hall at any time if you have any questions.

Sincerely,

Enclosure

CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Wetland Replacement Plan – Peyton Acres Phase 4

☒ **RESOLUTION:** 2026-59 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approval of a Wetland Replacement Plan associated with the overall project of the Peyton Acres development. The property has a zoning of R-3, Residential.

BACKGROUND

JLG Enterprises (Applicant) is in the final phase of the Peyton Acres development. Since 2020, the applicant has been working with the City of Hermantown Technical Evaluation Panel (TEP) on permits/approvals for wetland impacts. Up until phase 3 of the development, the overall property had been under the de minimus exemption threshold of 10,890 square feet of wetland impacts. The proposed work in phase 4 impacts enough wetland where the de minimus exemption no longer applies, with the requirement of the applicant to purchase wetland credits.

The Hermantown TEP met on April 8, 2026 to consider the wetland impacts and conditionally approved the project based on the applicant providing a purchase agreement for the wetland credits. The developer has a purchase agreement for wetland credits to fill 13,503 square feet of wetlands.

SITE INFORMATION:

Parcel Size:	+/-63 acres
Legal Access:	3956 Stebner Road
Wetlands:	Yes, delineation approved in 2019; Impacts approved in 2020 and 2024
Existing Zoning:	R-3, Residential (1/2 acre minimum)
Airport Overlay:	None
Shoreland Overlay:	None
Comprehensive Plan:	Suburban

A public hearing for this item was held at the May 19, 2026 Planning and Zoning Commission meeting. There were no members of the public who spoke to the item with the Planning and Zoning Commission recommending the item to the City Council for their review and approval.

City Wetland Impact Fee

The City Council has adopted a Wetland Impact Fee to be charged for any wetlands impacted within the City. The rate is \$0.15 per square foot of wetlands impacted, times the wetland replacement ratio required by the TEP. In this case, the ratio is for a 1:1 replacement, so the wetland fee is $\$0.15 * 13,503$. The total fee is \$2,025.45, due prior to the start of site work.

Summary

Staff recommends approval of the Wetland Replacement Plan with the following conditions:

1. Purchase agreement for wetland credits in Bank Service Area 1
2. Payment of City Wetland Fee of \$2,025.45 due prior to the start of site work.
3. Inclusion of wetland conservation covenants in property deeds – associated with development agreement.
4. The applicant shall sign a consent form assenting to all conditions of this approval.
5. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

- Resolution
- Location Map
- 2023 Exhibit
- Phase 4 Exhibit

Resolution No. 2026-59

Resolution Approving Wetland Replacement Plan For Peyton Acres, 39xx Stebner Road

WHEREAS, The Minnesota legislature initially enacted the Wetland Conservation Act (“WCA”) in 1991, amended from time to time by the Minnesota Legislature; and

WHEREAS, Minnesota Rules Chapter 8420 (“WCA Rules”) were adopted to implement the WCA, and whenever any capitalized term is used in this Resolution it shall have the meaning given that term in the WCA Rules unless the context clearly requires otherwise; and

WHEREAS, Under the WCA Rules, the Hermantown City Council is the Legislative Government Unit (“LGU”) for purposes of administering the WCA in Hermantown; and

WHEREAS, JLG Enterprises of Hermantown, LLP, (“Applicant”) applied to the City of Hermantown for approval of a Wetland Replacement Plan for an activity affecting 13,503 square feet of Wetlands (“Project”), for property with a legal description attached hereto as Exhibit A (“Land”); and

WHEREAS, The LGU mailed a copy of the Application and an invitation to submit comments on the Application to the members of the Hermantown Technical Evaluation Panel (“TEP”); and

WHEREAS, The TEP duly considered the Application at a meeting (“TEP Meeting”) held on April 8, 2026, such meeting having included past on-site inspections, completion of technical findings and recommendations on questions of Wetland functions, and the resulting public values, location, size, and type with respect to the Application; and

WHEREAS, The TEP recommended approval of the Wetland Replacement Plan; and

WHEREAS, Pursuant to the LGU’s WCA Resolution, the Planning Commission of the LGU held a public hearing (“Hearing”) and recommended approval of the Application at its meeting of May 19, 2026; and

WHEREAS, The City Council has duly considered the Application, the record of the Hearing, the entire file of the LGU with respect to the Application, the recommendation of the TEP and Planning Commission and such other matters as it deems relevant; and

WHEREAS, the City Council has considered this matter and believes it is in the best interest of the City to approve the Wetland Replacement Plan and to authorize and direct the Mayor and City Clerk to enter into such Agreement 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. The Wetland Replacement Plan attached hereto is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such Agreement on behalf of the City of Hermantown.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-59 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

Peyton Acres Phase 4 of Section 24, Township 50, Range 15, St. Louis County, Minnesota.

ACCEPTANCE OF RESOLUTION

JLG Enterprises of Hermantown, LLP (“Developer”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation or exercise the City’s rights with respect to any security provided by Applicant to secure its performance under the Development Agreement.

IN WITNESS WHEREAS, JLG Enterprises of Hermantown, LLP has executed this acceptance the ____ day of _____, 2026.

DEVELOPER:

JLG Enterprises of Hermantown, LLP

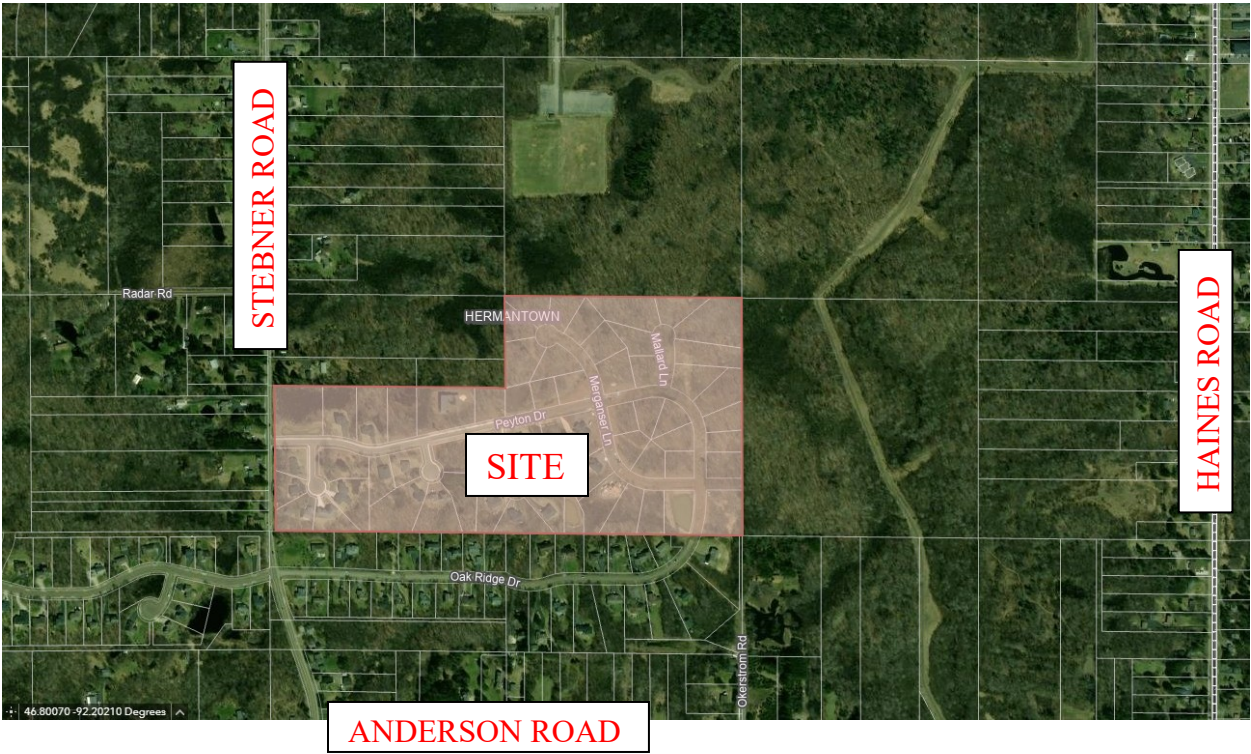
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Its

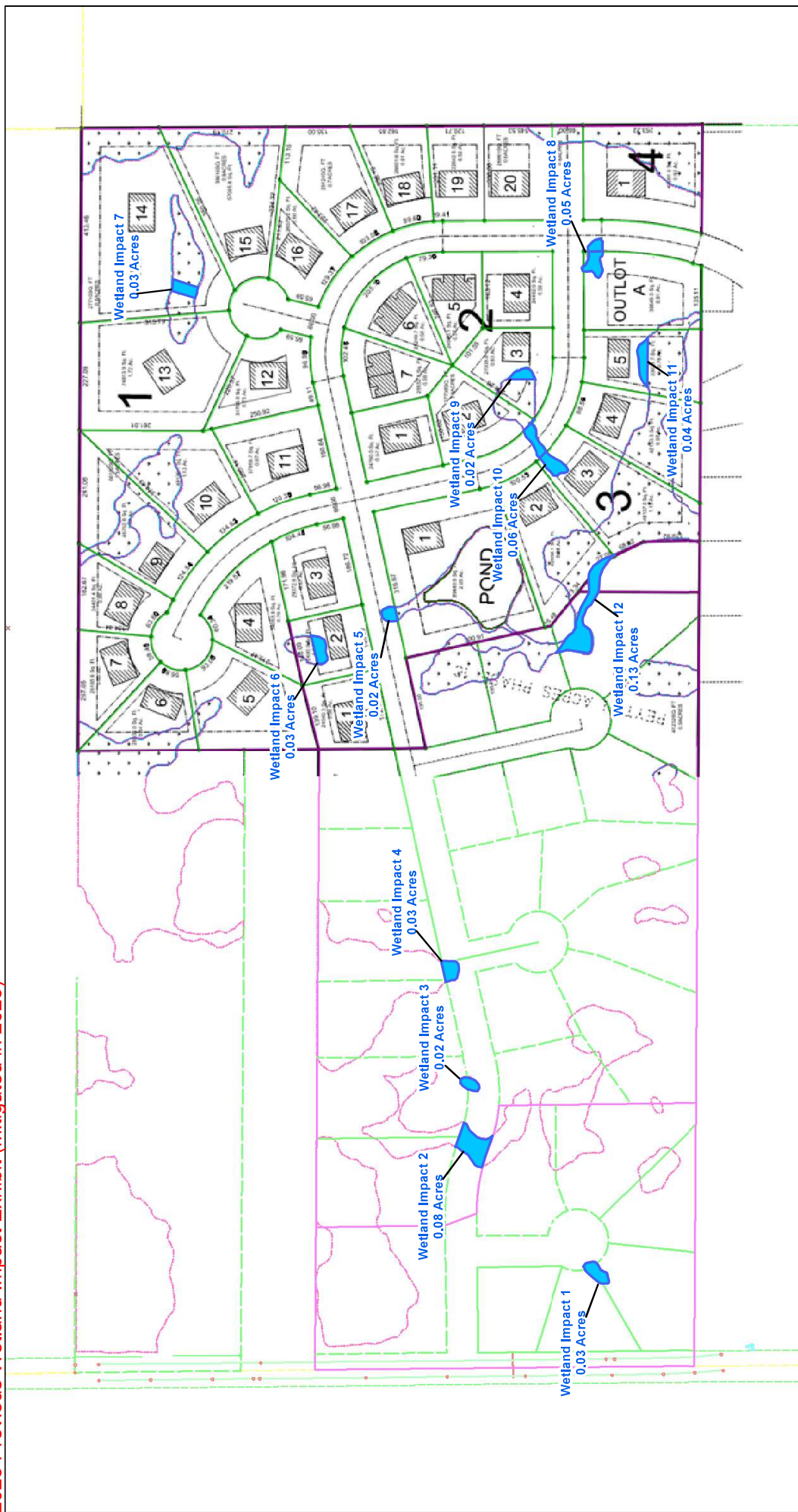
STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by JLG Enterprises of Hermantown, LLP.

Notary Public

Location Map





Legend Wetland Replacement Plan Impacts	FIGURE 3 WETLAND IMPACT EXHIBIT
PEYTON ACRES	Aerial Image Basemap: St. Louis County 2019 Pictometry 0 200 Feet GEI

CONCEPT PLAN
PEYTON ACRES PHASE 4

Wetland Impact 7
0.34 Acres (0.03
previously mitigated)

OWNER

JLG ENTERPRISES OF HERMANTOWN, LLP,

GARY M. GILBERT - 218-348-7877

JEFF L. GILBERT - 218-348-7870

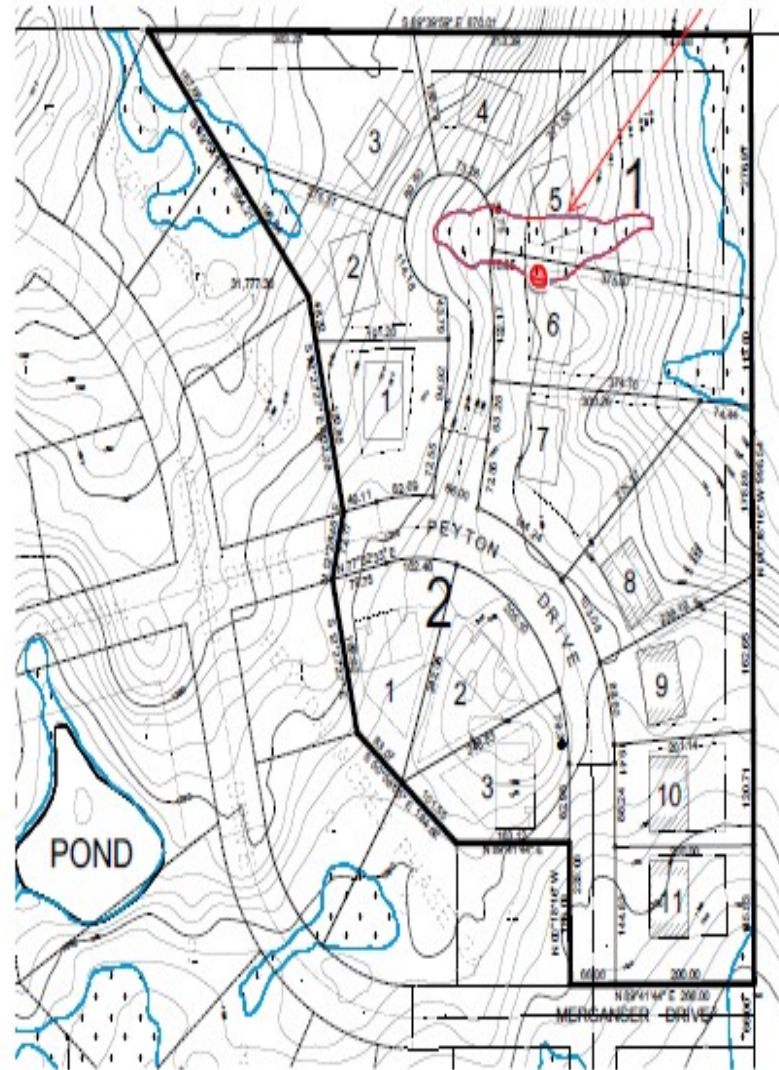
LEGAL DESCRIPTION

OUTLOT B, PEYTON ACRES PHASE 3

TOTAL AREA - 584151.69 SQ. FT. (13.41 ACRES)

LOT AREAS

Lot 1, Block 1	27808.63 Sq. Ft.
Lot 2, Block 1	31057.59 Sq. Ft.
Lot 3, Block 1	55359.90 Sq. Ft.
Lot 4, Block 1	31174.81 Sq. Ft.
Lot 5, Block 1	78149.45 Sq. Ft.
Lot 6, Block 1	60271.19 Sq. Ft.
Lot 7, Block 1	38255.67 Sq. Ft.
Lot 8, Block 1	43888.93 Sq. Ft.
Lot 9, Block 1	26601.58 Sq. Ft.
Lot 10, Block 1	22842.58 Sq. Ft.
Lot 11, Block 1	29035.14 Sq. Ft.
Lot 1, Block 2	25532.33 Sq. Ft.
Lot 2, Block 2	25248.72 Sq. Ft.
Lot 3, Block 2	24870.13 Sq. Ft.



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date: 6/19/25
Ronald L. Krueger
Ronald L. Krueger MN License No. 14374



THIS INDICATES A PROPOSED
55 X 80 BUILDING PAD UNLESS
OTHERWISE SHOWN

RON KRUEGER
Land Surveyor
Phone 218-361-6235

CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Wetland Replacement Plan – Hawkline Business Park

☒ **RESOLUTION:** 2026-60 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approval of a Wetland Replacement Plan associated with the development of the Hawkline Business Park. The property has a zoning of BP – Hermantown Business Park zoning district.

BACKGROUND

Scannell Properties #791, LLC (Applicant) is proposing the construction of a 231,000 square foot warehouse/distribution facility in the northwest quadrant of Highway 53 and Lavaque Bypass (Project). The proposed project consists of the following elements:

- 231,000 square foot warehouse/distribution facility - +/-38.1 acres total
- 516 parking spaces (20 – office, 114 – warehouse, 315 – delivery van, 67 – seasonal employee)
- 3 – stormwater detention basins
- Seed/sod or undisturbed areas
- Future phase area – +/- 3.1 acres
- Existing parcel – +/- 3.1 acres
- New roadway right of way - +/- 0.9 acres
- Existing roadway right of way for Lavaque Bypass Road - +/- 1.7 acres

The Hermantown TEP met on February 23, 2026 and April 8, 2026 to consider the wetland impacts associated with the overall development. The TEP directed the applicant's consultant (Stantec) to prepare a wetland replacement plan for the development. In addition, the TEP directed the City to include any wetland impacts associated with the construction of a future north/south access road to the property from Ugstad Road to be calculated into future wetland replacement quantities and costs associated with the entire development.

Stantec has submitted a wetland replacement plan for the filling of 2.31 acres of wetlands associated with the Hawkline Business Park. The City anticipates an additional 32,051 square feet of wetland impacts associated with the future access road and will prepare a separate application for a wetland replacement plan at a future date in late 2026.

SITE INFORMATION:

Parcel Size: +/-46 acres
Legal Access: Lavaque Bypass Road
Wetlands: Yes – been delineated

Existing Zoning: BP – Hermantown Business Park

Airport Overlay: Yes – Zones 2 and 3

Shoreland Overlay: None

Comprehensive Plan: Business and Light Manufacturing

A public hearing for this item was held at the May 19, 2026 Planning and Zoning Commission meeting. There was one member of the public who spoke to the item with the Planning and Zoning Commission recommending the item to the City Council for their review and approval.

City Wetland Impact Fee

The City Council has adopted a Wetland Impact Fee to be charged for any wetlands impacted within the City. The rate is \$0.15 per square foot of wetlands impacted, times the wetland replacement ratio required by the TEP. In this case, the ratio is for a 1:1 replacement, so the wetland fee is $\$0.15 * 100,623$. The total fee is \$15,093.54, due prior to the start of site work.

Summary

Staff recommends approval of the Wetland Replacement Plan with the following conditions:

1. Purchase agreement for wetland credits in Bank Service Area 1.
2. Payment of City Wetland Fee of \$15,093.54 due prior to the start of site work.
3. Inclusion of wetland conservation covenants in property deeds.
4. The applicant shall sign a consent form assenting to all conditions of this approval.
5. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

- Resolution
- Location Map
- Wetland Impact Plan

Resolution No. 2026-60

Resolution Approving Wetland Replacement Plan For Hawkline Business Park

WHEREAS, The Minnesota legislature initially enacted the Wetland Conservation Act (“WCA”) in 1991, amended from time to time by the Minnesota Legislature; and

WHEREAS, Minnesota Rules Chapter 8420 (“WCA Rules”) were adopted to implement the WCA, and whenever any capitalized term is used in this Resolution it shall have the meaning given that term in the WCA Rules unless the context clearly requires otherwise; and

WHEREAS, Under the WCA Rules, the Hermantown City Council is the Legislative Government Unit (“LGU”) for purposes of administering the WCA in Hermantown; and

WHEREAS, Scannell Properties #791, LLC, (“Applicant”) applied to the City of Hermantown for approval of a Wetland Replacement Plan for an activity affecting 2.31 acres of Wetlands (“Project”), for property with a legal description attached hereto as Exhibit A (“Land”); and

WHEREAS, The LGU mailed a copy of the Application and an invitation to submit comments on the Application to the members of the Hermantown Technical Evaluation Panel (“TEP”); and

WHEREAS, The TEP duly considered the Application at a meeting (“TEP Meeting”) held on February 23, 2026 and April 8, 2026, such meeting having included past on-site inspections, completion of technical findings and recommendations on questions of Wetland functions, and the resulting public values, location, size, and type with respect to the Application; and

WHEREAS, The TEP recommended approval of the Wetland Replacement Plan; and

WHEREAS, Pursuant to the LGU’s WCA Resolution, the Planning Commission of the LGU held a public hearing (“Hearing”) and recommended approval of the Application at its meeting of May 19, 2026; and

WHEREAS, The City Council has duly considered the Application, the record of the Hearing, the entire file of the LGU with respect to the Application, the recommendation of the TEP and Planning Commission and such other matters as it deems relevant; and

WHEREAS, the City Council has considered this matter and believes it is in the best interest of the City to approve the Wetland Replacement Plan and to authorize and direct the Mayor and City Clerk to enter into such Agreement 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. The Wetland Replacement Plan attached hereto is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such Agreement on behalf of the City of Hermantown.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-60 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

S1/2 OF NE1/4 OF SE1/4 EX N 462 FT OF ELY 830 FT OF SECTION 4, TOWNSHIP 50, RANGE 15, ST. LOUIS COUNTY, MINNESOTA.

Parcel ID: 395-0010-00820

NLY 462 FT OF ELY 830 FT OF S1/2 OF NE1/4 OF SE1/4 EX NLY 60 FT OF ELY 153 FT OF SECTION 4, TOWNSHIP 50, RANGE 15, ST. LOUIS COUNTY, MINNESOTA.

Parcel ID: 395-0010-00822

SE1/4 OF SE1/4 EX FOR HWY & EX 1.88 AC ALONG HWY #53 & EX COMMENCING AT SE CORNER OF SAID SEC 4; THENCE N00DEG40'26"E ALONG E LINE OF SAID SE1/4 OF SE1/4 A DISTANCE OF 797.90 FT TO POINT OF BEGINNING; THENCE N87DEG14'19"W A DISTANCE OF 338.83 FT; THENCE N67DEG27'49"W A DISTANCE OF 165.41 FT; THENCE N09DEG05'43"E A DISTANCE OF 291.59 FT; THENCE S85DEG07'56"E A DISTANCE OF 450.62 FT TO E LINE OF SAID SE1/4 OF SE1/4; THENCE S00DEG40'26"W ALONG SAID E LINE A DISTANCE OF 329.43 FT TO POINT OF BEGINNING OF SECTION 4, TOWNSHIP 50, RANGE 15, ST. LOUIS COUNTY, MINNESOTA.

Parcel ID: 395-0010-00854

PART OF SE1/4 OF SE1/4 COMM AT SE CORNER THENCE W ALONG S LINE 385.26 FT THENCE N 1 DEG 27 MIN 45 SEC W 156.56 FT TO PT OF BEG THENCE NWLY ON R/W LINE OF U.S. HWY #53 442.51 FT THENCE N 61 DEG 5 MIN 9 SEC W TANGENT TO CURVE OF SAID R/W 110 FT THENCE N 28 DEG 54 MIN 51 SEC E 160 FT THENCE S 61 DEG 5 MIN 9 SEC E 110 FT THENCE SELY ALONG TANGENT CURVE RADIUS 1143.40 FT CHORD BEARING S 70 DEG 5 MIN 25 SEC E AN ARC DISTANCE OF 359.39 FT TO A PT 384.2 FT W OF E LINE OF SAID FORTY THENCE S PARALLEL TO SAID E LINE 163.32 FT TO PT OF BEG. OF SECTION 4, TOWNSHIP 50, RANGE 15, ST. LOUIS COUNTY, MINNESOTA.

Parcel ID: 395-0010-00853

ACCEPTANCE OF RESOLUTION

Scannell Properties #791, LLC (“Developer”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation or exercise the City’s rights with respect to any security provided by Applicant to secure its performance under the Development Agreement.

IN WITNESS WHEREAS, Scannell Properties #791, LLC has executed this acceptance the ____ day of _____, 2026.

DEVELOPER:

Scannell Properties #791, LLC

By

Its

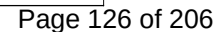
STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by Scannell Properties #791, LLC.

Notary Public

Location Map







CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Permanent and Temporary Easement from Hermantown Economic Development Authority

☒ **RESOLUTION:** 2026-61 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve a Permanent and Temporary Easement Agreement from Hermantown Economic Development Authority

BACKGROUND

As you know, the City will be reconstructing Lightning Drive, apportion of Getchell Road, and building a section of trail in 2026-2027. In order to complete this construction, we will be acquiring permanent and/or temporary easement for parcels along the project. Therefore, we approached the Hermantown Economic Development Authority who are Lightning Drive property owners.

SOURCE OF FUNDS (if applicable)

475-431150-510	Proj.	547
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ATTACHMENTS

Resolution
Easement Agreement Hermantown Economic Development Authority

Resolution No. 2026-61

Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Hermantown Economic Development Authority For The Hermantown Lightning Drive Improvements And Trail Project

WHEREAS, the City of Hermantown (“City”) desires to construct road, utilities, and a trail on along Lightning Drive in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain three easements (“Easements”) from Hermantown Economic Development Authority to construct the Project and Hermantown Economic Development Authority has executed and delivered the required Easements to the City; and

WHEREAS, the City desires to accept the three Easements as described in and granted by the Easement Agreements attached hereto as Exhibit A.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easements from Hermantown Economic Development Authority.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-61 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A

EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this ____ day of _____, 2026, between **Hermantown Economic Development Authority**, an economic development authority under the laws of the state of Minnesota, (“Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).

B. Grantee desires to construct roadway, trail, and utility improvement as part of Project 547 in the area of Lightning Drive (“Project”).

C. Grantor has agreed to provide a permanent easement (“Permanent Easement”) for all public purposes, including, but not limited to, the construction and maintenance of the Project, over, under, and across the Property owned by Grantor, within the Permanent Easement Area identified on the legal description for the Permanent Easement and legally described on Exhibit B and depicted on Exhibit C attached hereto.

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals are included as a part hereof.
2. Grantor grants Grantee the Permanent Easement on, over and across the Permanent Easement area, together with the right to locate the Permanent Easement area by surveying and the placement of appropriate markers, if necessary, the right to enter upon and occupy as much of the Permanent Easement area as may be necessary to construct the Project thereon, including any required

slope and fill, and the right to remove any and all trees and shrubs and herbage thereon and the right to clear and keep the Permanent Easement area cleared so as to allow Grantee to have access to the public improvements.

3. The Permanent Easement shall be perpetual and shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

**Hermantown Economic
Development Authority**

By _____
Its President

And by _____
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ and _____, the President and Secretary, respectively, of Hermantown Economic Development Authority and on behalf of Hermantown Economic Development Authority, an economic development authority under the laws of the state of Minnesota.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, 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.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802
218-625-8463

EXHIBIT A
Legal Description

Lot 15 Block 1 MAPLE GROVE INDUSTRIAL CENTER
Lot 3 Block 2 MAPLE GROVE INDUSTRIAL CENTER
Lot 4 Block 2 MAPLE GROVE INDUSTRIAL CENTER
Lot 5 Block 2 MAPLE GROVE INDUSTRIAL CENTER
Lot 6 Block 2 MAPLE GROVE INDUSTRIAL CENTER
Lot 9 Block 2 MAPLE GROVE INDUSTRIAL CENTER
Lot 2 Block 1 MAPLE GROVE INDUSTRIAL CENTER
Lot 9 Block 1 MAPLE GROVE INDUSTRIAL CENTER
Lot 14, Block 1, MAPLE GROVE INDUSTRIAL CENTER EXCEPT The Southerly 245 feet thereof, EXCEPT that part described as follows:

Commencing at the southwest corner of said Lot 14, Block 1; thence on an assumed bearing of North 88 degrees 54 minutes 00 seconds East, along the south line of said Lot 14, Block 1, for a distance of 145.22 feet, to the point of beginning of the parcel herein described; thence North 01 degrees 06 minutes 00 seconds West 50.00 feet; thence North 88 degrees 54 minutes 00 seconds East, along a line parallel with and distant 50.00 feet northerly of said south line of said Lot 14, Block 1, for a distance of 77.00 feet; thence South 01 degrees 06 minutes 00 seconds East 50.00 feet, to the south line of said Lot 14, Block 1; thence South 88 degrees 54 minutes 00 seconds West, along said south line 77.00 feet to the point of beginning.

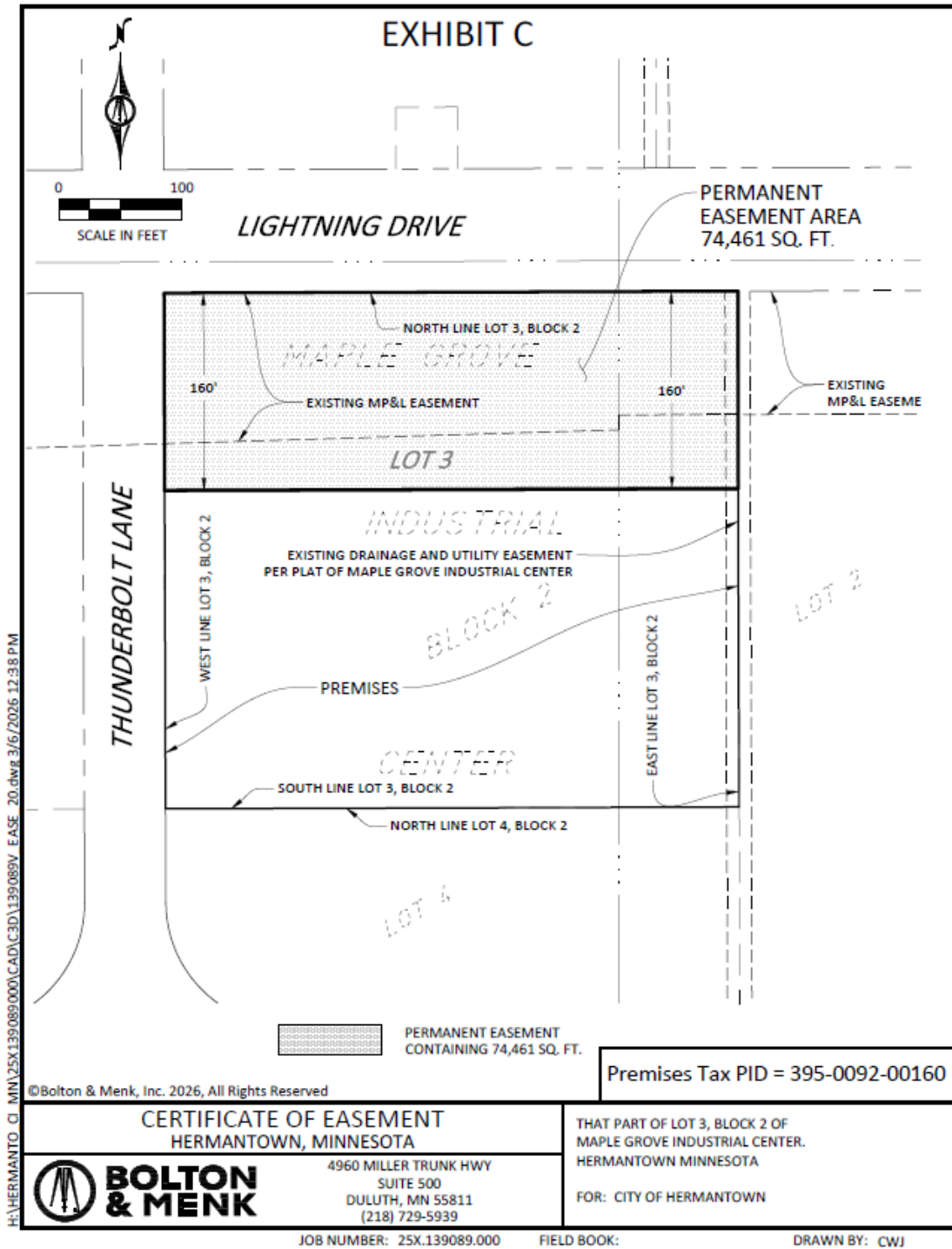
This property is Torrens.

Certificate of Title No. 363835.0

EXHIBIT B

The North 160.00 feet of Lot 3, Block 2 of MAPLE GROVE INDUSTRIAL CENTER according to the plat thereof on file in the office of the County Recorder, St. Louis County, Minnesota.

EXHIBIT C



EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this ____ day of _____, 2026, between **Hermantown Economic Development Authority**, an economic development authority under the laws of the state of Minnesota, (“Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).

B. Grantee desires to construct roadway, trail, and utility improvement as part of Project 547 in the area of Lightning Drive (“Project”).

C. Grantor has agreed to provide a permanent easement (“Permanent Easement”) for all public purposes, including, but not limited to, the construction and maintenance of the Project, over, under, and across the Property owned by Grantor, within the Permanent Easement Area identified on the legal description for the Permanent Easement and legally described on Exhibit B and depicted on Exhibit C attached hereto.

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals are included as a part hereof.
2. Grantor grants Grantee the Permanent Easement on, over and across the Permanent Easement area, together with the right to locate the Permanent Easement area by surveying and the placement of appropriate markers, if necessary, the right to enter upon and occupy as much of the Permanent Easement area as may be necessary to construct the Project thereon, including any required

slope and fill, and the right to remove any and all trees and shrubs and herbage thereon and the right to clear and keep the Permanent Easement area cleared so as to allow Grantee to have access to the public improvements.

3. The Permanent Easement shall be perpetual and shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

**Hermantown Economic
Development Authority**

By _____
Its President

And by _____
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, the President and Secretary, respectively, of Hermantown Economic Development Authority and on behalf of Hermantown Economic Development Authority, an economic development authority under the laws of the state of Minnesota.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, 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.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802
218-625-8463

EXHIBIT A
Legal Description

Lot 15 Block 1 MAPLE GROVE INDUSTRIAL CENTER

Lot 3 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 4 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 5 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 6 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 9 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 2 Block 1 MAPLE GROVE INDUSTRIAL CENTER

Lot 9 Block 1 MAPLE GROVE INDUSTRIAL CENTER

Lot 14, Block 1, MAPLE GROVE INDUSTRIAL CENTER EXCEPT The Southerly 245 feet thereof, EXCEPT that part described as follows:

Commencing at the southwest corner of said Lot 14, Block 1; thence on an assumed bearing of North 88 degrees 54 minutes 00 seconds East, along the south line of said Lot 14, Block 1, for a distance of 145.22 feet, to the point of beginning of the parcel herein described; thence North 01 degrees 06 minutes 00 seconds West 50.00 feet; thence North 88 degrees 54 minutes 00 seconds East, along a line parallel with and distant 50.00 feet northerly of said south line of said Lot 14, Block 1, for a distance of 77.00 feet; thence South 01 degrees 06 minutes 00 seconds East 50.00 feet, to the south line of said Lot 14, Block 1; thence South 88 degrees 54 minutes 00 seconds West, along said south line 77.00 feet to the point of beginning.

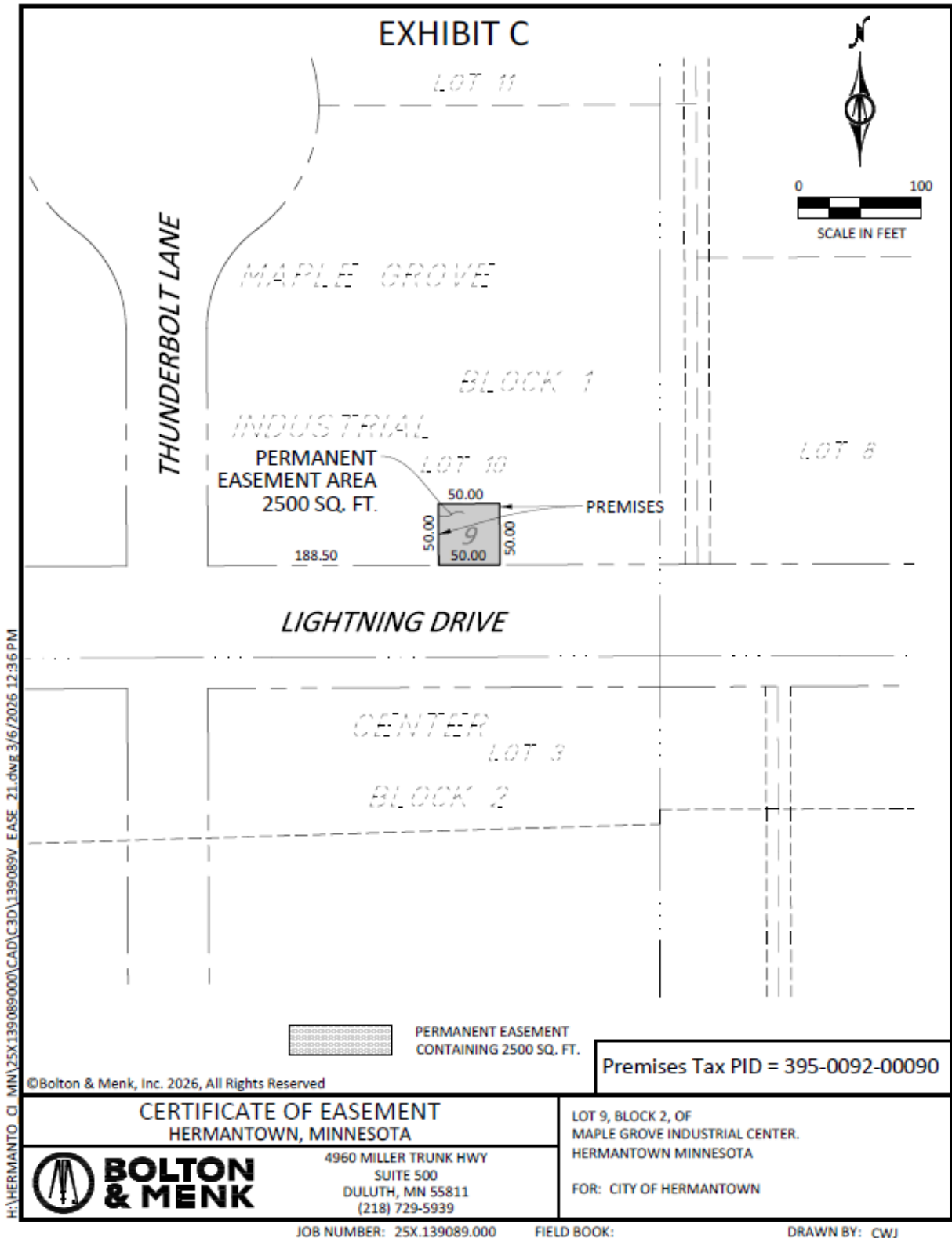
This property is Torrens.

Certificate of Title No. 363835.0

EXHIBIT B

All of Lot 9, Block 2 of MAPLE GROVE INDUSTRIAL CENTER according to the plat thereof on file in the office of the County Recorder, St. Louis County, Minnesota.

EXHIBIT C



EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this ____ day of _____, 2026, between **Hermantown Economic Development Authority**, an economic development authority under the laws of the state of Minnesota, (“Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).

B. Grantee desires to construct roadway, trail, and utility improvement as part of Project 547 in the area of Lightning Drive (“Project”).

C. Grantor has agreed to provide a permanent easement (“Permanent Easement”) for all public purposes, including, but not limited to, the construction and maintenance of the Project, over, under, and across the Property owned by Grantor, within the Permanent Easement Area identified on the legal description for the Permanent Easement and legally described on Exhibit B and depicted on Exhibit C attached hereto.

D. Grantor has also agreed to provide a temporary easement (“Temporary Easement”) for the construction of the Project within the Temporary Easement area legally described on Exhibit B and depicted on Exhibit C attached hereto.

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals are included as a part hereof.

2. Grantor grants Grantee the Permanent Easement on, over and across the Permanent Easement area, together with the right to locate the Permanent Easement area by surveying and the placement of appropriate markers, if necessary, the right to enter upon and occupy as much of the Permanent Easement area as may be necessary to construct the Project thereon, including any required slope and fill, and the right to remove any and all trees and shrubs and herbage thereon and the right to clear and keep the Permanent Easement area cleared so as to allow Grantee to have access to the public improvements.

3. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect after December 31, 2029.

4. The Permanent Easement shall be perpetual and shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

5. Prior to expiration of the Temporary Easement, Grantee shall reasonably restore the Temporary Easement area to substantially the same condition prior to Grantee's entry and to the Temporary Easement area.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

**Hermantown Economic
Development Authority**

By _____
Its President

And by _____
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, the President and Secretary, respectively, of Hermantown Economic Development Authority and on behalf of Hermantown Economic Development Authority, an economic development authority under the laws of the state of Minnesota.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, 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.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802
218-625-8463

EXHIBIT A
Legal Description

Lot 15 Block 1 MAPLE GROVE INDUSTRIAL CENTER

Lot 3 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 4 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 5 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 6 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 9 Block 2 MAPLE GROVE INDUSTRIAL CENTER

Lot 2 Block 1 MAPLE GROVE INDUSTRIAL CENTER

Lot 9 Block 1 MAPLE GROVE INDUSTRIAL CENTER

Lot 14, Block 1, MAPLE GROVE INDUSTRIAL CENTER EXCEPT The Southerly 245 feet thereof, EXCEPT that part described as follows:

Commencing at the southwest corner of said Lot 14, Block 1; thence on an assumed bearing of North 88 degrees 54 minutes 00 seconds East, along the south line of said Lot 14, Block 1, for a distance of 145.22 feet, to the point of beginning of the parcel herein described; thence North 01 degrees 06 minutes 00 seconds West 50.00 feet; thence North 88 degrees 54 minutes 00 seconds East, along a line parallel with and distant 50.00 feet northerly of said south line of said Lot 14, Block 1, for a distance of 77.00 feet; thence South 01 degrees 06 minutes 00 seconds East 50.00 feet, to the south line of said Lot 14, Block 1; thence South 88 degrees 54 minutes 00 seconds West, along said south line 77.00 feet to the point of beginning.

This property is Torrens.

Certificate of Title No. 363835.0

EXHIBIT B

PERMANENT EASEMENT

The North 20.00 feet of the South 143.00 feet of the West 20.00 feet of Lot 9, Block 2 of MAPLE GROVE INDUSTRIAL CENTER according to the plat thereof on file in the office of the County Recorder, St. Louis County, Minnesota.

AND

The North 20.00 feet of the South 78.00 feet of the West 20.00 feet of Lot 9, Block 2 of MAPLE GROVE INDUSTRIAL CENTER according to the plat thereof on file in the office of the County Recorder St. Louis County, Minnesota.

TEMPORARY EASEMENT

The West 10.00 feet of Lot 9, Block 2 of MAPLE GROVE INDUSTRIAL CENTER according to the plat thereof on file in the office of the County Recorder St. Louis County, Minnesota.

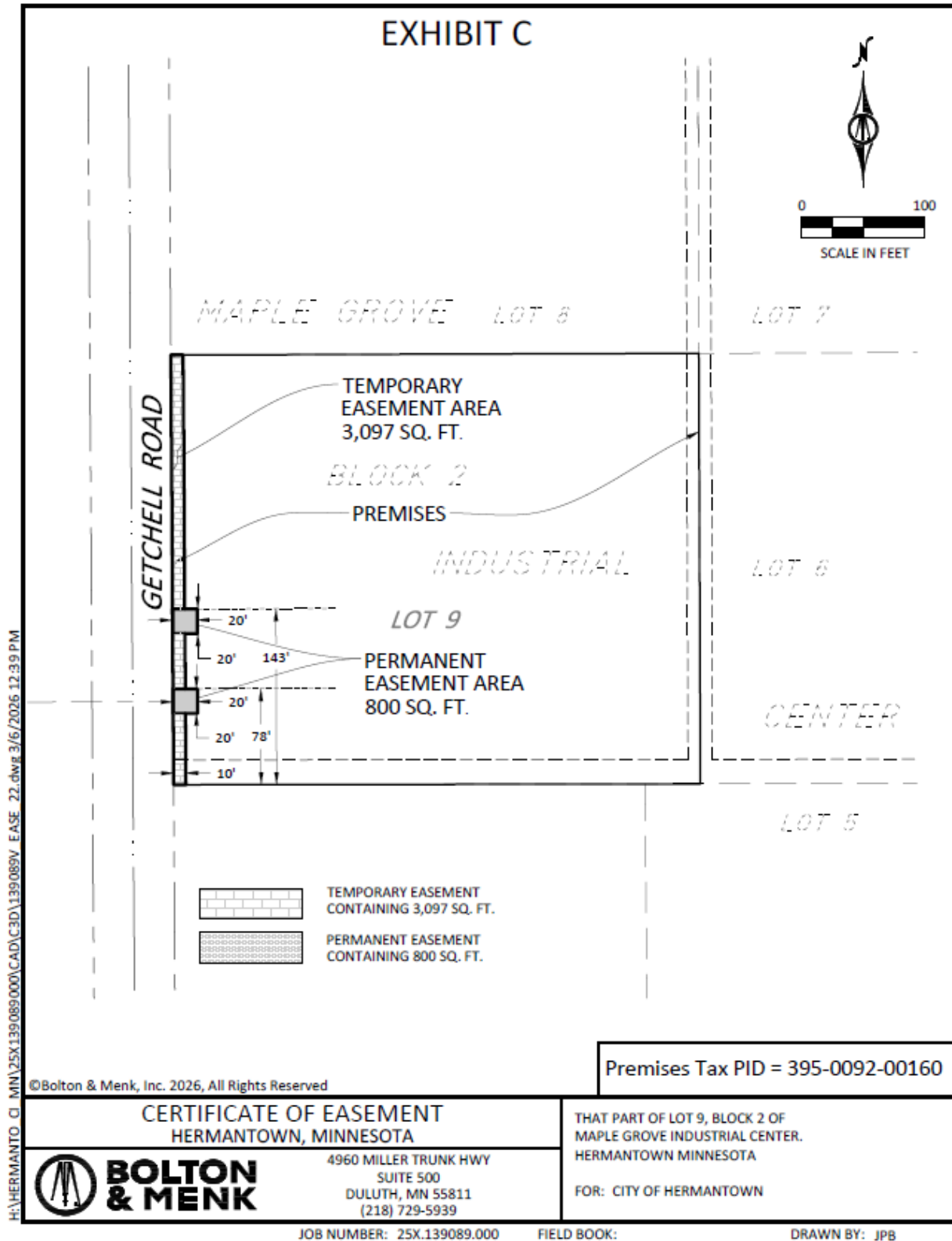
EXCEPT

The North 20.00 feet of the South 143.00 feet of the West 20.00 feet of Lot 9, Block 2 of MAPLE GROVE INDUSTRIAL CENTER according to the plat thereof on file in the office of the County Recorder, St. Louis County, Minnesota.

AND EXCEPT

The North 20.00 feet of the South 78.00 feet of the West 20.00 feet of Lot 9, Block 2 of MAPLE GROVE INDUSTRIAL CENTER according to the plat thereof on file in the office of the County Recorder, St. Louis County, Minnesota.

EXHIBIT C



Office of Executive Director
Hermantown, Minn.
CHAD RONCHETTI, Executive Director

RESOLUTION NO. 2026-01H

RESOLUTION AUTHORIZING AND DIRECTING THE PRESIDENT AND SECRETARY TO EXECUTE AN ACCEPTANCE OF EASEMENT AGREEMENTS FOR PARCELS 395-0092-00160, 395-0092-00090, 395-0092-00160 TO CITY OF HERMANTOWN FROM THE HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY FOR THE LIGHTNING DRIVE UTILITY AND TRAIL PROJECT

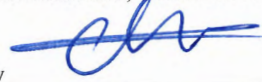
Motion by Commissioner Hjelle, second by Commissioner Pionk to adopt 2026-01H, Resolution Authorizing And Directing President And Secretary To Execute An Acceptance of Easement Agreements For Parcels 395-009200160, 395-0092-0090, 395-0092-00160 To City of Hermantown From The Hermantown Economic Development Authority For The Lightning Drive Utility And Trail Project

Motion passed unanimously on a voice vote: 5-0.
Commissioners LeBlanc and Unzen Absent.

I, Chad Ronchetti, Executive Director of the City of Hermantown, Minnesota, do hereby certify that I have compared the annexed copy of Resolution passed by the Hermantown Economic Development Authority of the City of Hermantown on the 21st day of May 2026, with the original in my custody as Executive Director of said City, and that the same is a true and correct transcript therefrom

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, this 22nd day of May 2026.

Chad Ronchetti, Executive Director

By 
City of Hermantown, MN



Hermantown Economic Development Authority
Resolution No. 2026-01H

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

RESOLUTION AUTHORIZING AND DIRECTING PRESIDENT AND SECRETARY TO EXECUTE AN ACCEPTANCE OF EASEMENT AGREEMENTS FOR PARCELS 395-0092-00160, 395-0092-00090, 395-0092-00160 TO CITY OF HERMANTOWN FROM THE HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY FOR THE LIGHTNING DRIVE UTILITY AND TRAIL PROJECT

WHEREAS, The City of Hermantown desires to obtain two permanent and one temporary easements across HEDA owned land, and;

WHEREAS, City of Hermantown has called for the Improvement District No. 452 (Lightning Drive & Thunderchief Lane Including Sanitary Sewer Extension and Other Infrastructure Improvements In Section 14) ("Project"); and

WHEREAS, City of Hermantown has executed and delivered the required Easement agreements to the HEDA; and

WHEREAS, the HEDA desires to provide the Easements 395-0092-00160, 395-0092-00090, 395-0092-00160 as described in and granted by the Easement Agreements attached hereto as Exhibit A.

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

1. The President and Secretary are hereby authorized and directed to execute and deliver the Acceptance of the Easement Agreements for Parcels **395-0092-00160, 395-0092-00090, 395-0092-00160** from City of Hermantown.

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

Commissioners Geissler, Hjelle, Peterson, Unzen, and President Boucher, aye.
Commissioners Leblanc and Unzen, absent.

and the following voted against the same:

None.

Whereupon said resolution was declared duly passed and adopted.

Dated this 21th day of May, 2026.



HEDA Administrator

EXHIBIT A



CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Permanent and Temporary Easement from Dalstar Partners, L.L.P.

☒ **RESOLUTION:** 2026-62 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve a Permanent and Temporary Easement Agreement from Dalstar Partners, L.L.P.

BACKGROUND

As you know, the City will be reconstructing Lightning Drive, apportion of Getchell Road, and building a section of trail during 2026-2027. In order to complete this construction, we will be acquiring permanent and/or temporary easement for parcels along the project. Therefore, we approached Joshua Dalstar Partners, L.L.P. who are Lightning Drive property owners. The City made an offer based upon an uncomplicated appraisal by SRF for the easement and the Dalstar Partners have accepted.

SOURCE OF FUNDS (if applicable)

475-431150-510	Proj.	547
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ATTACHMENTS

Resolution
Easement Agreement Dalstar Partners, L.L.P.

Resolution No. 2026-62

Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Dalstar Partners, L.L.P. For The Hermantown Lightning Drive Improvements And Trail Project

WHEREAS, the City of Hermantown (“City”) desires to construct road, utilities, and a trail on along Lightning Drive in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain an easement (“Easement”) from Dalstar Partners, L.L.P. to construct the Project and Dalstar Partners, L.L.P. have executed and delivered the required Easement to the City; and

WHEREAS, the City desires to accept the Easements as described in and granted by the Easement Agreement attached hereto as Exhibit A.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easements from Dalstar Partners, L.L.P..

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-62 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A

**PERMANENT EASEMENT AGREEMENT
AND TEMPORARY EASEMENT AGREEMENT**

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this 14th day of April, 2026, between **Dalstar Partners, L.L.P.**, a Minnesota partnership, (“Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).

B. Grantee desires to construct roadway, trail, and utility improvement as part of Project 547 in the area of Lightning Drive (“Project”).

C. Grantor has agreed to provide a permanent easement (“Permanent Easement”) for all public purposes, including, but not limited to, the construction and maintenance of the Project, over, under, and across the Property owned by Grantor, within the Permanent Easement Area identified on the legal description for the Permanent Easement and legally described on Exhibit B and depicted on Exhibit C-1 attached hereto.

D. Grantor has also agreed to provide a temporary easement (“Temporary Easement”) for the construction of the Project within the Temporary Easement area legally described on Exhibit B and depicted on Exhibit C-2 attached hereto.

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals are included as a part hereof.

2. Grantor grants Grantee the Permanent Easement on, over and across the Permanent Easement area, together with the right to locate the Permanent Easement area by surveying and the placement of appropriate markers, if necessary, the right to enter upon and occupy as much of the Permanent Easement area as may be necessary to construct the Project thereon, including any required slope and fill, and the right to remove any and all trees and shrubs and herbage thereon and the right to clear and keep the Permanent Easement area cleared so as to allow Grantee to have access to the public improvements.

3. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect after December 31, 2029.

4. The Permanent Easement shall be perpetual and shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

5. Prior to expiration of the Temporary Easement, Grantee shall reasonably restore the Temporary Easement area to substantially the same condition prior to Grantee's entry and to the Temporary Easement area.

[SIGNATURES APPEAR ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, 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.

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

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

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802
218-625-8463

EXHIBIT A
Legal Description

That part of the Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4) of SECTION Fourteen (14), TOWNSHIP Fifty (50) North, RANGE Fifteen (15) West of the Fourth Principal Meridian, described as follows:

Commencing at the Southeast corner of said Section 14, thence northerly along the east line of the SE1/4 of SE1/4 a distance of 1294.38 feet to the point of beginning of the parcel herein described; thence deflect 90°30'00 to the left in a westerly direction 433.00 feet to a point; thence deflect 89°30'00" to the left in a southerly direction parallel to the east line of Section 14 a distance of 634.31 feet to a point; thence deflect 90°27'10 to the left in an easterly direction 433.00 feet to a point on the east line of said SE1/4 of SE1/4, thence deflect 89°32'50 to the left in a northerly direction 634.67 feet to the point of beginning.

EXHIBIT B

EXHIBIT B

PERMANENT EASEMENT

All that part of the Southeast Quarter of the Southeast Quarter, Section 14, Township 50 North, Range 15 West, St. Louis County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter of the Southeast Quarter; thence South 00 degrees 19 minutes 12 seconds West, along the east line said Southeast Quarter of the Southeast Quarter, a distance of 25.00 feet; thence South 89 degrees 48 minutes 44 seconds West, a distance 33.00 feet to the point of beginning of the easement to be described; thence South 89 degrees 48 minutes 44 seconds West, along the southerly right of way line of Lightning Drive as dedicated per Maple Grove Industrial Center, a distance of 45.00 feet; thence South 00 degrees 19 minutes 12 seconds West, a distance of 20.00 feet; thence North 89 degrees 48 minutes 44 seconds East, a distance of 45.00 feet; thence North 00 degrees 19 minutes 12 seconds East, a distance of 20.00 feet to the point of beginning.

TEMPORARY EASEMENT

All that part of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter, Section 14, Township 50 North, Range 15 West, St. Louis County, Minnesota, described as follows:

The west 10.00 feet of the east 43.00 feet of said Northeast Quarter of the Southeast Quarter of the Southeast Quarter, excepting the north 45.00 feet.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.


Josh Barsness

License Number 62289

02/09/2026
Date

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Premises Tax PID = 395-0010-04195

CERTIFICATE OF EASEMENT HERMANTOWN, MINNESOTA



**BOLTON
& MENK**

4960 MILLER TRUNK HWY
SUITE 500
DULUTH, MN 55811
(218) 729-5959

THAT PART OF SE1/4 OF SE1/4, SECTION 14,
TOWNSHIP 50 N., RANGE 15 W., ST. LOUIS COUNTY,
MINNESOTA

FOR: CITY OF HERMANTOWN

JOB NUMBER: 25X.139089.000

FIELD BOOK:

DRAWN BY: JPB

EXHIBIT C-1

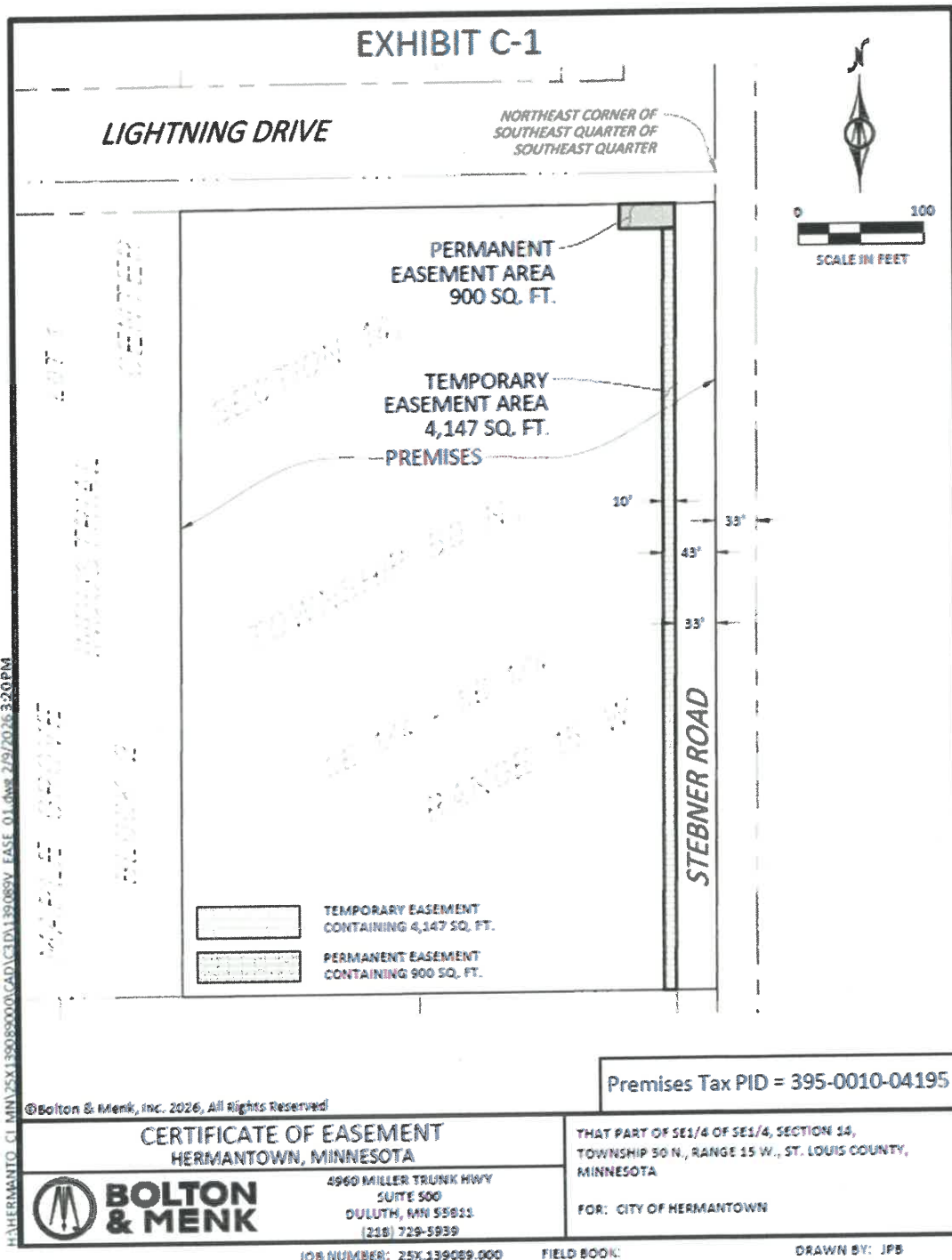
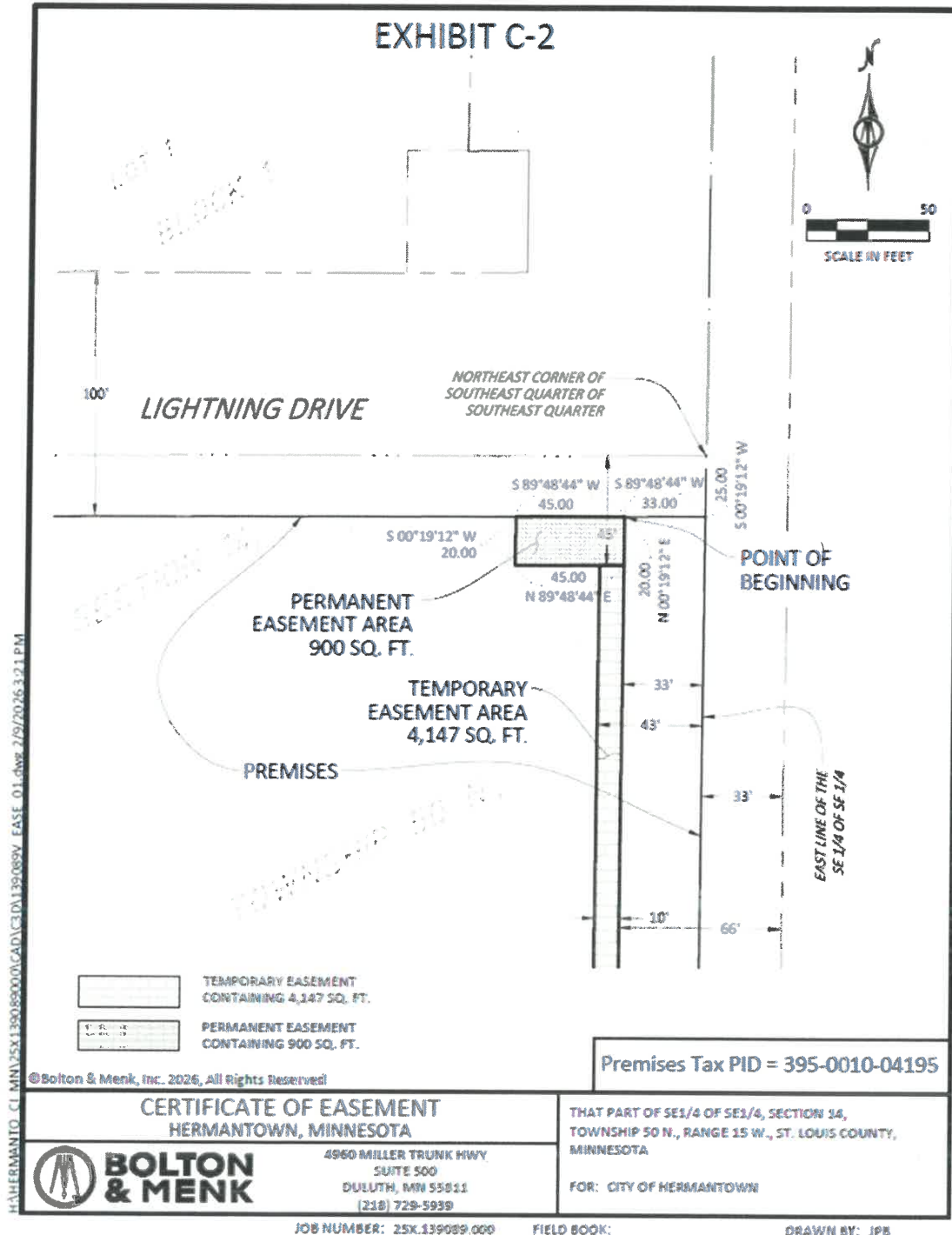


EXHIBIT C-2





CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Permanent and Temporary Easement from Peace in Christ Lutheran Church

☒ **RESOLUTION:** 2026-63 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve a Permanent and Temporary Easement Agreement from Peace in Christ Lutheran Church

BACKGROUND

As you know, the City will be reconstructing Lightning Drive, apportion of Getchell Road, and building a section of trail 2026-2027. In order to complete this construction, we will be acquiring permanent and/or temporary easement for parcels along the project. Therefore, we approached Peace in Christ Lutheran Church who are Getchell Road property owners. The City made an offer based upon an uncomplicated appraisal by SRF for the easement and they have accepted.

SOURCE OF FUNDS (if applicable)

475-431150-510	Proj.	547
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ATTACHMENTS

Resolution
Easement Agreement Peace in Christ Lutheran Church

Resolution No. 2026-63

Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Peace In Christ Lutheran Church For The Hermantown Lightning Drive Improvements And Trail Project

WHEREAS, the City of Hermantown (“City”) desires to construct road, utilities, and a trail on along Getchell Road in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain an easement (“Easement”) from Peace in Christ Lutheran Church to construct the Project and Peace in Christ Lutheran Church have executed and delivered the required Easement to the City; and

WHEREAS, the City desires to accept the Easements as described in and granted by the Easement Agreement attached hereto as Exhibit A.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easements from Peace in Christ Lutheran Church.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-63 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A

**PERMANENT EASEMENT AGREEMENT
AND TEMPORARY EASEMENT AGREEMENT**

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this 19 day of April, 2026, between **Peace in Christ Lutheran Church**, a Minnesota non-profit corporation, (“Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).

B. Grantee desires to construct roadway, trail, and utility improvement as part of Project 547 in the area of Lightning Drive (“Project”).

C. Grantor has agreed to provide a permanent easement (“Permanent Easement”) for all public purposes, including, but not limited to, the construction and maintenance of the Project, over, under, and across the Property owned by Grantor, within the Permanent Easement Area identified on the legal description for the Permanent Easement and legally described on Exhibit B and depicted on Exhibit C-1 and Exhibit C-2 attached hereto.

D. Grantor has also agreed to provide a temporary easement (“Temporary Easement”) for the construction of the Project within the Temporary Easement area legally described on Exhibit B and depicted on Exhibit C-1 and Exhibit C-2 attached hereto.

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals are included as a part hereof.

2. Grantor grants Grantee the Permanent Easement on, over and across the Permanent Easement area, together with the right to locate the Permanent Easement area by surveying and the placement of appropriate markers, if necessary, the right to enter upon and occupy as much of the Permanent Easement area as may be necessary to construct the Project thereon, including any required slope and fill, and the right to remove any and all trees and shrubs and herbage thereon and the right to clear and keep the Permanent Easement area cleared so as to allow Grantee to have access to the public improvements.

3. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect after December 31, 2029.

4. The Permanent Easement shall be perpetual and shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

5. Prior to expiration of the Temporary Easement, Grantee shall reasonably restore the Temporary Easement area to substantially the same condition prior to Grantee's entry and to the Temporary Easement area.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

Peace in Christ Lutheran Church

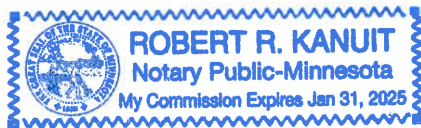
By *Julie Hendrich*
Its President

By *Lauren B. Honemann*
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 19 day of April, 2026, by Julie Hendrich the President and by Lauren Honemann the Secretary, of Peace in Christ Lutheran Church and on behalf of Peace in Christ Lutheran Church, a Minnesota non-profit corporation.

(Stamp)



[Signature]
(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, 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.

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

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

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802
218-625-8463

EXHIBIT A
Legal Description

The East Half of the Southeast Quarter of the Southwest Quarter (E1/2 of SE1/4 of SW1/4), Section Fourteen (14), Township Fifty (50) North, Range Fifteen (15) West of the Fourth Principal Meridian, except that portion of the East Half of the Southeast Quarter of the Southwest Quarter (E1/2 of SE1/4 of SW1/4), Section Fourteen (14), Township Fifty (50) North, Range Fifteen (15) West of the Fourth Principal Meridian described as follows:

Beginning at a point 295 feet North of the Southeast corner on the Easterly boundary of the above described property, go North on the Easterly boundary on the above described property a distance of 295 feet, then West at a 90° angle a distance of 150 feet, then South parallel to and 150 feet from the Easterly boundary of the above described property a distance of 295 feet, then East at a 90° angle along a line parallel to and 295 feet North of the Southerly boundary of the above described property a distance of 150 feet to the point of beginning.

EXHIBIT B

EXHIBIT B

PERMANENT EASEMENT

Only that portion of the Grantor's Property lying within the below described parcel:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50 N., Range 15 W., St. Louis County, Minnesota, described as follows:

The north 22.00 feet of the east 133.00 feet of said East Half of the Southeast Quarter of the Southwest Quarter.

AND

The north 30.00 feet of the south 675.00 feet of the east 53.00 feet of said East Half of the Southeast Quarter of the Southwest Quarter.

AND

The north 45.00 feet of the south 600 feet of the east 53.00 feet of East Half of the Southeast Quarter of the Southwest Quarter.

TEMPORARY EASEMENT

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50 N., Range 15 W., St. Louis County, Minnesota, described as follows:

Beginning at the northeast corner of said East Half of the Southeast Quarter of the Southwest Quarter; thence South 00 degrees 21 minutes 49 seconds East, along the east line of said East Half of the Southeast Quarter of the Southwest Quarter, a distance of 75.02 feet; thence South 89 degrees 39 minutes 50 seconds West, a distance of 491.31 feet; thence North 66 degrees 05 minutes 24 seconds West, a distance of 182.68 feet to the north line of said East Half of the Southeast Quarter of the Southwest Quarter; thence North 89 degrees 39 minutes 50 seconds East, along said north line, a distance of 657.81 feet to the point of beginning.

Except the north 22.00 feet of the east 133.00 feet of said East Half of the Southeast Quarter of the Southwest Quarter.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



Josh Barsness
License Number 62289

02/24/2026
Date

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Premises Tax PID = 395-0010-04150

CERTIFICATE OF EASEMENT HERMANTOWN, MINNESOTA



**BOLTON
& MENK**

4960 MILLER TRUNK HWY
SUITE 500
DULUTH, MN 55811
(218) 729-5939

THAT PART OF E1/2 OF SE1/4 OF SW1/4, SECTION 14,
TOWNSHIP 50 N., RANGE 15 W., ST. LOUIS COUNTY,
MINNESOTA

FOR: CITY OF HERMANTOWN

JOB NUMBER: 25X.139089.000

FIELD BOOK:

DRAWN BY: JPB

EXHIBIT C-1

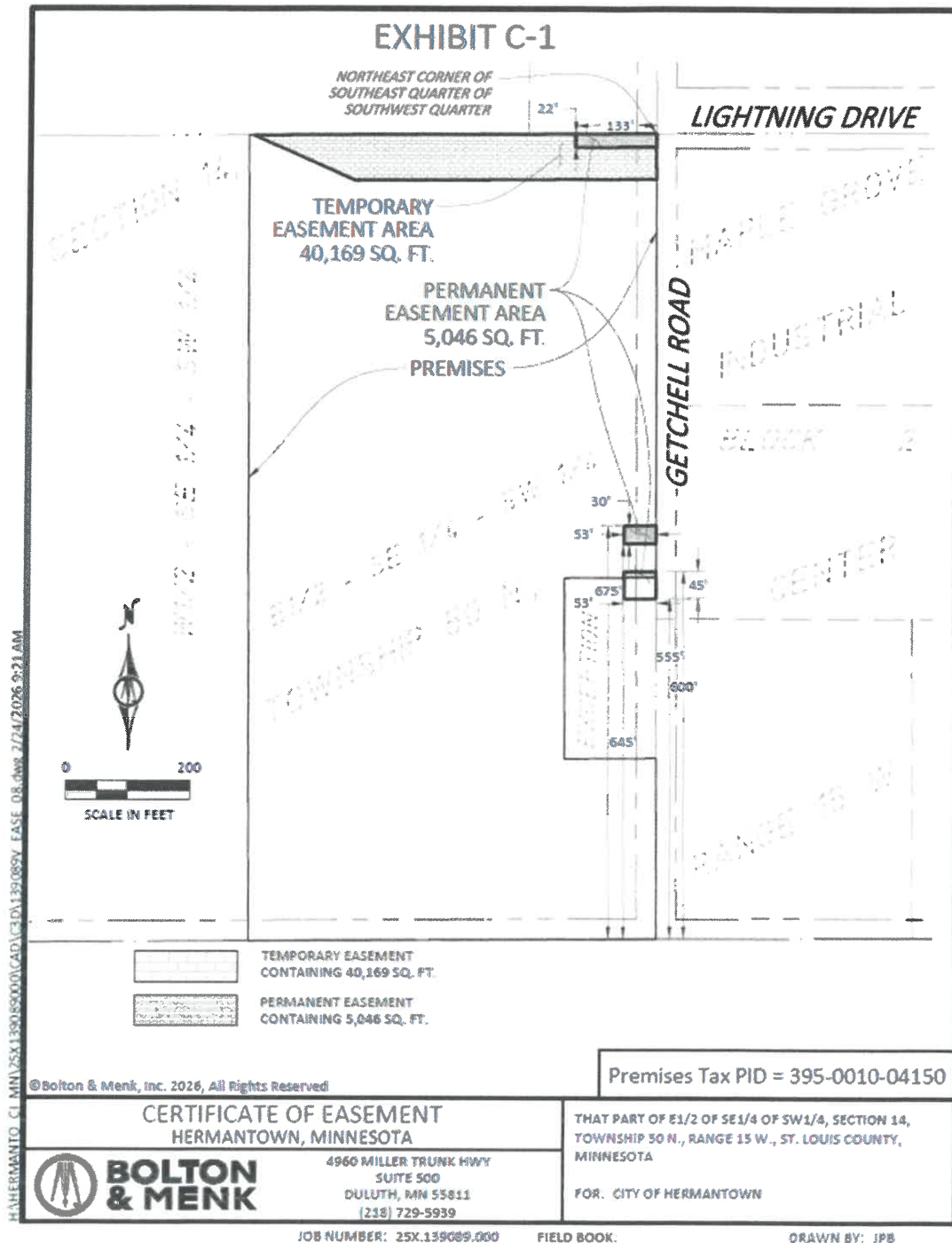
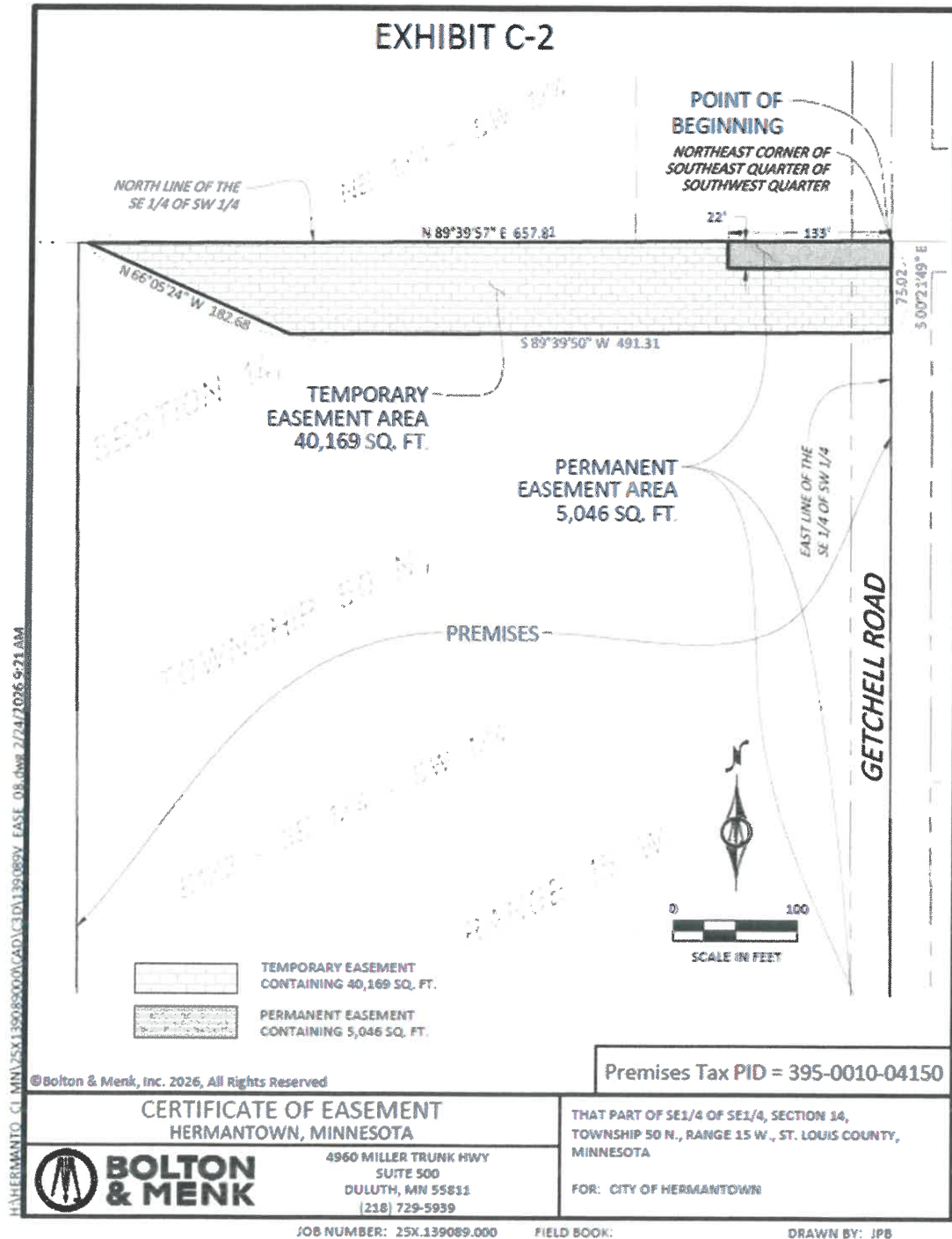


EXHIBIT C-2





CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Permanent Easement from Joshua John Toms and Adrienne R. Ritchie Toms

☒ **RESOLUTION:** 2026-64 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve a Permanent Trail Easement Agreement from Joshua John Toms and Adrienne R. Ritchie Toms.

BACKGROUND

As you know, the City will be reconstructing Lightning Drive, apportion of Getchell Road, and building a section of trail in 2026-2027. In order to complete this construction, we will be acquiring permanent and/or temporary easement for parcels along the project. Therefore, we approached Joshua John Toms and Adrienne R. Ritchie Toms who are Getchell Road residents. The City made an offer based upon an uncomplicated appraisal by SRF for the easement and the Toms have accepted.

SOURCE OF FUNDS (if applicable)

475-431150-510	Proj.	547
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ATTACHMENTS

Resolution
Easement Agreement Joshua John Toms and Adrienne R. Ritchie Toms

Resolution No. 2026-64

Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Joshua John Toms And Adrienne R. Ritchie Toms For The Hermantown Lightning Drive Improvements And Trail Project

WHEREAS, the City of Hermantown (“City”) desires to construct road, utilities, and a trail on along Getchell Road in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain an easement (“Easement”) from Joshua John Toms and Adrienne R. Ritchie Toms to construct the Project and Joshua John Toms and Adrienne R. Ritchie Toms have executed and delivered the required Easement to the City; and

WHEREAS, the City desires to accept the Easements as described in and granted by the Easement Agreement attached hereto as Exhibit A.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easement from Joshua John Toms and Adrienne R. Ritchie Toms.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.
CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-64 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A

EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this 17 day of April, 2026, between **Joshua John Toms and Adrienne R. Ritchie Toms**, married to each other, ("Grantor") and **City of Hermantown**, a Minnesota municipal corporation, ("Grantee") in response to the following situation:

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the "Property").

B. Grantee desires to construct roadway, trail, and utility improvement as part of Project 547 in the area of Lightning Drive ("Project").

C. Grantor has agreed to provide a permanent easement ("Permanent Easement") for all public purposes, including, but not limited to, the construction and maintenance of the Project, over, under, and across the Property owned by Grantor, within the Permanent Easement Area identified on the legal description for the Permanent Easement and legally described on Exhibit B and depicted on Exhibit C attached hereto.

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals are included as a part hereof.

2. Grantor grants Grantee the Permanent Easement on, over and across the Permanent Easement area, together with the right to locate the Permanent Easement area by surveying and the placement of appropriate markers, if necessary, the right to enter upon and occupy as much of the Permanent Easement area as may be necessary to construct the Project thereon, including any required

slope and fill, and the right to remove any and all trees and shrubs and herbage thereon and the right to clear and keep the Permanent Easement area cleared so as to allow Grantee to have access to the public improvements.

3. The Permanent Easement shall be perpetual and shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

Joshua John Toms
Joshua John Toms

Adrienne R. Ritchie Toms
Adrienne R. Ritchie Toms

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 17 day of April, 2026, by Joshua John Toms and Adrienne R. Ritchie Toms, married to each other.



Annette Marie Oestreich
(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: Jan. 31, 2027
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, 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.

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

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

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802
218-625-8463

EXHIBIT A
Legal Description

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (E1/2 OF SE1/4 OF SW1/4), SECTION FOURTEEN (14), TOWNSHIP FIFTY (50) NORTH OF RANGE FIFTEEN (15) WEST OF THE FOURTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 295 FEET NORTH OF THE SOUTHEAST CORNER ON THE EASTERLY BOUNDARY OF THE ABOVE DESCRIBED PROPERTY; GO NORTH ON THE EASTERLY BOUNDARY OF THE ABOVE DESCRIBED PROPERTY A DISTANCE OF 295 FEET; THENCE WEST AT A 90° ANGLE A DISTANCE OF 150 FEET; THENCE SOUTH PARALLEL TO AND 150 FEET FROM THE EASTERLY BOUNDARY OF THE ABOVE DESCRIBED PROPERTY A DISTANCE OF 295 FEET; THENCE EAST AT A 90° ANGLE ALONG A LINE PARALLEL TO AND 295 FEET NORTH OF THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PROPERTY A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

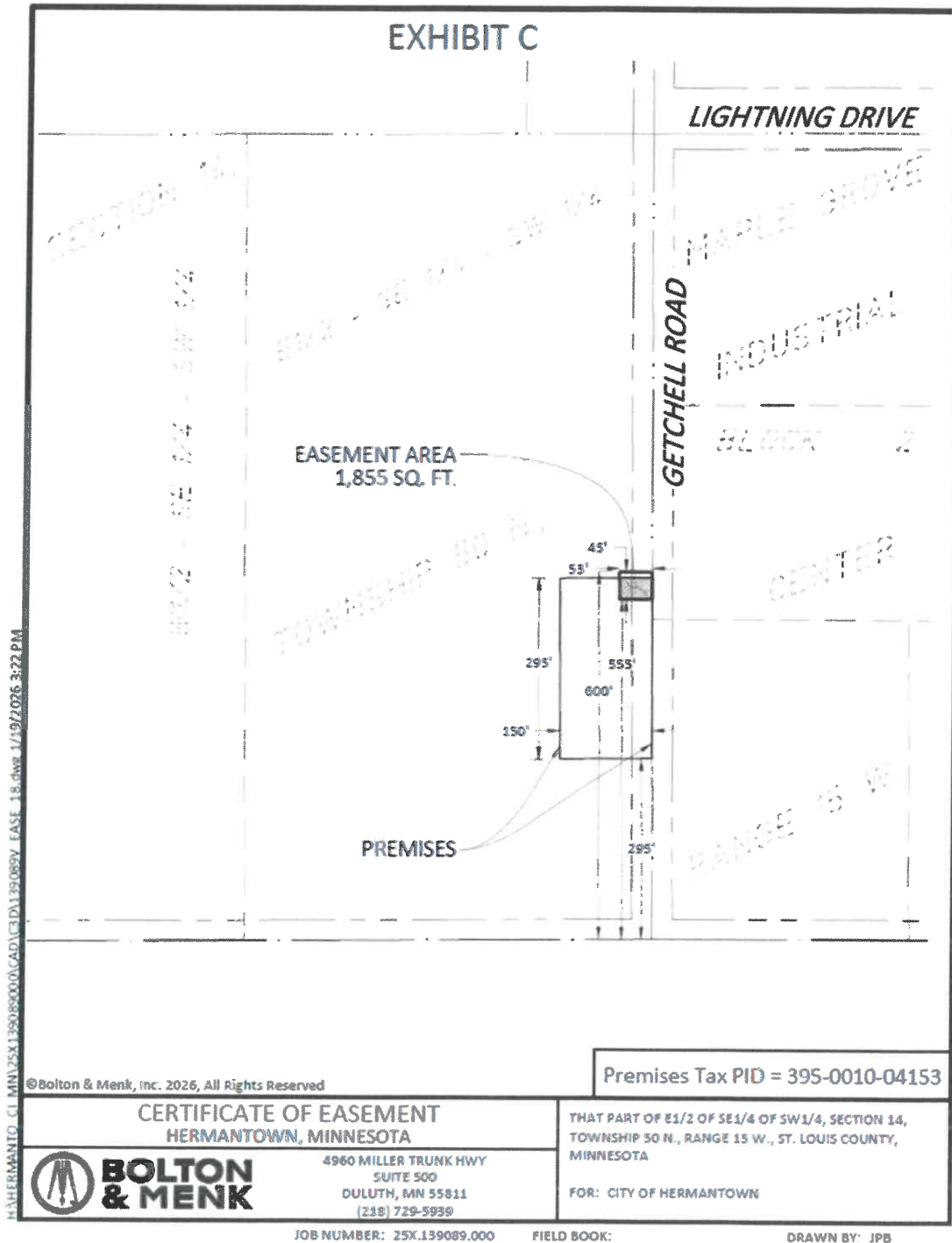
EXHIBIT B

Only that portion of the Grantor's property lying within the below described parcel:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50 N., Range 15 W., St. Louis County, Minnesota, described as follows:

The north 45.00 feet of the south 600 feet of the east 53.00 feet of East Half of the Southeast Quarter of the Southwest Quarter.

EXHIBIT C





CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Call for a Public Hearing for property vacation on Williams Dr.

☒ **RESOLUTION:** 2026-65 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Call for a Public Hearing for property vacation on Williams Dr.

BACKGROUND

Mark and Cheryl Billman are petitioning vacation of a portion of the road easement of Williams Drive off of Ugstad Road. The owner will subsequently dedicate 30 ft of utility easement to the city. The requested vacation would result in a 30-foot utility easement remaining in this area., Notice will be sent out to the surrounding property owners with a 300 ft radius.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Easement exhibits

Resolution No. 2026-65

Resolution Accepting Petition To Vacate Public Street And Setting Public Hearing

WHEREAS, the City of Hermantown (“City”) has an easement for a road known as Williams Drive off of Ugstad Road south of Highway 53;

WHEREAS, the City has received a petition (“Petition”) to vacate Williams Drive from the property owners attached hereto as Exhibit A; and

WHEREAS, the vacation of City streets is governed by Minnesota Stat. § 412.851 and requires the City to hold a public hearing on whether the vacation is in the interest of the public; and

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

1. The Hermantown City Council will consider the vacation and hold a public hearing on **June 15, 2026 at 6:30 pm** in the Hermantown City Council Chambers to hear testimony from persons affected by the proposed vacation of Williams Drive.

2. The City Clerk is hereby directed to give published, posted, and mailed notice of the public hearing as follows:

2.1. Notice of the public hearing will be preceded by two weeks’ published notice and posted notice on **June 4, 2026** and **June 11, 2026**.

Written notice of the hearing will be mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing. The notice will contain a copy of the Petition to vacate and the time, place, and date of the public hearing.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.

CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-65 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A

May 5, 2026

City of Hermantown:

Mark and Cheryl Billman would like to petition the City of Hermantown to vacate the road easement of Williams Drive which is currently 4463 Ugstad Road. See Exhibit A.

Mark and Cheryl Billman
4471 Ugstad Road
Hermantown, MN 55811
218-348-2520 - Mark

May 5, 2026

City of Hermantown:

Mark and Cheryl Billman would like to petition the City of Hermantown to accept 30' utility easement at 4463 Ugstad Road. See Exhibit B.

Mark and Cheryl Billman
4471 Ugstad Road
Hermantown, MN 55811
218-348-2520 - Mark

May 5, 2026

City of Hermantown:

Mark and Cheryl Billman would like to petition the City of Hermantown to accept a road access easement to be included for future Twin Pines Street. See Exhibit C.

Mark and Cheryl Billman
4471 Ugstad Road
Hermantown, MN 55811
218-348-2520 - Mark

SEC. 9

UNPLATTED

500°07'06"W 841.19
W LINE OF NE 1/4 OF NE 1/4

PLATTED RIGHT OF WAY

EXCEPTION

GETTSEMANE

20

19

18

17

16

15

14

13

12

11

10

9

8

7

6

5

4

3

2

1

NE COR. SEC. 9
TWP. 50N., RGE. 15W.

S LINE OF LOTS 15, 16, 17, 18
39.83 GETHSEMANE ACRES

S89°42'04"W 626.47

W LINE LOT 14,
GETTSEMANE ACRES

N00°23'04"E 300.00

S89°42'04"W 300.39

S LINE LOT 14,
GETTSEMANE ACRES

N89°42'04"E 364.28

TWP. 50N.
NE DEVELOPMENT LLC
PID NO. 395-0000-00390
PARCEL A
817,406 Sq. Feet
18.77 Acres

NE DEVELOPMENT LLC
PID NO. 395-0000-00390
PARCEL B
96,876 Sq. Feet
2.22 Acres

BELLMAN MARK & CHERYL
PID NO. 395-0074-00080

BELLMAN MARK & CHERYL
PID NO. 395-0074-00080

BELLMAN MARK & CHERYL
PID NO. 395-0074-00080

BELLMAN MARK & CHERYL
PID NO. 395-0074-00080

LINE	BEARING	DISTANCE
1	N00°03'35"W	30.00
2	N00°03'35"W	30.00
3	S00°03'35"E	30.00
4	S00°03'35"E	30.00
5	N89°42'04"E	155.00

LEGEND

- POB POINT OF BEGINNING
- SECTION SUBDIVISION LINE
- PERMANENT EASEMENT LINE
- EXISTING EASEMENT LINE
- BOUNDARY LINE AS SURVEYED
- PROPOSED EASEMENT LINE
- POB POINT OF BEGINNING
- SECTION SUBDIVISION LINE
- PERMANENT EASEMENT LINE
- EXISTING EASEMENT LINE
- BOUNDARY LINE AS SURVEYED
- PROPOSED EASEMENT LINE

N89°38'24"E 1299.35

RGE. 15W

E LINE OF NE 1/4 OF NE 1/4

N00°03'35"W 1473.66

N00°03'35"W 158.99

S LINE OF LOT B,
GETTSEMANE ACRES

S89°42'04"W 39.75

S LINE OF LOT B,
GETTSEMANE ACRES

S89°42'04"W 39.75

S LINE OF LOT B,
GETTSEMANE ACRES

S89°42'04"W 39.75

S LINE OF LOT B,
GETTSEMANE ACRES

UGSTAD ROAD

500°03'35"E 1015.46

500°03'35"E 1015.46

500°03'35"E 1015.46

500°03'35"E 1015.46

500°03'35"E 1015.46

500°03'35"E 1015.46

500°03'35"E 1015.46

500°03'35"E 1015.46

500°03'35"E 1015.46

500°03'35"E 1015.46



EXCEPTION

EXCEPTION

EXCEPTION

EXCEPTION

EXCEPTION

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EXCEPTION

CERTIFICATE OF SURVEY

ALTA
LAND SURVEY COMPANY
P.O. BOX 302010
DENVER, CO 80230
WWW.ALTA-SURVEY.COM



CITY COUNCIL MEETING DATE: June 1, 2026

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Change Order #3 for Signal Installation – Hermantown Trail Segment 4

☒ **RESOLUTION:** 2026-66 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve Change Order No. 3 provided by Veit & Co. for the work related to culvert removal and replacement on the Trail Segment 4 Project in the amount of \$23,977.80.

Change Order #	Description(s)	Cost
3	Addition of a Pedestrian Crossing Flasher System install along the Anderson Road	+ \$23,977.80
	TOTAL CONTRACT INCREASE	+ \$23,977.80

BACKGROUND

For Change Order No. 3 the city is asked to direct the contractor to install a Pedestrian Crossing Flasher System along the Anderson Road, to increase safety at the trail crossing of the road. This work included time, materials, & labor for this effort to install the system. It is recommended that the City approve the change order increasing the contract with Veit & Co. in the amount of \$23,977.80.

SOURCE OF FUNDS (if applicable)

Funding Code - 412-419100-305

ATTACHMENTS

Resolution
Change Order No. 3

Resolution No. 2026-66

**Resolution Approving Change Order Number 3 For Keene Creek Trail Segment 4
Construction To Veit & Company In The Amount Of \$23,977.80**

WHEREAS, the City of Hermantown has contracted with Veit & Co. (“Contractor”) for Keene Creek Trail Segment 4 (“Project”); and

WHEREAS, Northland Constructors have submitted Change Order No. 3 for:

Change Order #	Description(s)	Cost
3	Addition of a Pedestrian Crossing Flasher System install along the Anderson Road	+ \$23,977.80
	TOTAL CONTRACT INCREASE	+ 23,977.80

WHEREAS, Veit & Co. has recommended such Change Order No. 3 for (“Project”); and

WHEREAS, the necessary documentation for the pay request is on file and available for inspection; and

WHEREAS, Northland Consulting Engineers, LLP has reviewed the change or and recommends the approval of Change Order No. 3 for (“Project”).

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

1. Change Order No. 3 is hereby approved.
2. The City is hereby authorized and directed to accept the contract increase in the sum of \$23,977.80 which is the amount represented on Change Order No. 3.

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 June 1, 2026.

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS.

CITY OF HERMANTOWN)

I, the undersigned, being the duly qualified and acting Clerk of the City of Hermantown, St. Louis County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution 2026-66 is a true and correct copy of the Resolution as adopted by the City Council on the 1st day of June, 2026.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 2nd day of June, 2026.

Alissa McClure, City Clerk

EXHIBIT A

Date of Issuance: 6/2/26

Effective Date:

Owner: City of Hermantown

Owner's Contract No.: 23-8004

Contractor: Veit and Company

Contractor's Project No.:

Engineer: Northland Consulting Engineers

Engineer's Project No.: 23-8004

Project: Keene Creek Trail

SID:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order covers (1) items of work.

1. The city directed the contractor to install a Pedestrian Crossing Flasher System along the Anderson Road. This work included system amount to install the system. The total is shown in line item #61, Change Order No. 3

The lump sum cost of the time, materials, & labor for this effort is = \$23,977.80

Change Order #3 Lump Sum amount of \$23,977.80 is shown in Line Item #61.

Total = \$23,977.80

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIMES</u>
Original Contract Price: \$ 2,937,855.30	
Increase from previously approved Change Orders: \$ 6,044.49	
Contract Price prior to this Change Order: \$ 2,963,227.79	
Increase of this Change Order: \$ 23,977.80	
Contract Price incorporating this Change Order: \$ 2,987,205.59	

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
City Engineer

By: _____
Owner

By: 
Contractor
Will Goldsworthy

Title: City Engineer
Date: 5/22/26

Title: _____
Date: _____

Title: _____
Date: _____

Digitally signed by Will Goldsworthy
DN: C=US,
E=will.goldsworthy@veitusa.com,
O=Veit & Company, Inc.,
CN=Will Goldsworthy
Date: 2026.05.26 09:11:05-05'00'



CHANGE ORDER REQUEST

250312.00. : Hermantown Keene Creek Trail

PCO#: 5 - Anderson Rd Ped Xing
Flasher

Date: 05/04/2026

To: Trygve Lodin
Northland Consulting Engineers, LLP.
102 S 21st Avenue W
Duluth, MN 55806
218-623-7517 (O)
trygve@nce-duluth.com

From: Will Goldsworthy
Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
218-626-4866 (O)
will.goldsworthy@veitusa.com

Below is the detail for our proposal to complete the following changes in contract work:

- **Proposed Scope of Work:** Pricing for Anderson Rd Ped crossing flasher system per 4/22/26 email. Assumes work can be done anytime in 2026.

<i>PCO Item</i>	<i>Change in Days</i>	<i>Quantity</i>	<i>UM</i>	<i>Unit Price</i>	<i>Amount</i>
1 : Anderson Rd Ped Xing Flasher	0	1	LS	\$23,977.80	\$23,977.80

Submitted By:

Will Goldsworthy

Approved By:

Trygve Lodin

Date



4330 West 1st Street, Suite B
Duluth, MN 55807
218-628-3323

MAY 4, 2026

Will Goldsworthy
Veit & Company
1100 W Gary St
Duluth, MN 55808

E-mail: will.goldsworthy@veitusa.com
Phone: 218-350-1037

RE: City of Hermantown – Keene Creek Trails – Additional work on Anderson Rd

Will,

Hunt Electric is pleased to provide you with the following updated pricing for the City of Hermantown Keene Creek Trails project. This price will cover the additional Flashing system that has been requested.

Description	Quantity	UM	Unit Price
Mobilization – Electrical Sub	1	LS	\$3,500.00
Pedestrian Crosswalk Flasher System	1	SYS	\$18,298.00
TOTAL			\$21,798.00

x1.1 = \$23,977.80

CLARIFICATIONS AND EXCLUSIONS:

- This proposal is based on work occurring during normal working hours 7:00 A.M. – 3:30 P.M.
- This proposal includes a standard 1-year warranty.
- Merchant fees will be added to the invoice if payment is made via credit card.

Please, contact me with any questions you may have at (218) 940-1170

Sincerely,

HUNT ELECTRIC CORPORATION

David Biegert
Project Manager/Estimator
Hunt Electric
DB/sd

Will Goldsworthy

From: Trygve Lodin <trygve@nce-duluth.com>
Sent: Wednesday, April 22, 2026 10:19 AM
To: Will Goldsworthy
Cc: David Bolf
Subject: [EXTERNAL] Anderson Road Xing
Attachments: Pages from 2026-0318 Revised_23-8004 Keene Creek Trail Plan Set.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Looking to get a number for adding a tapco flashing beacon at the trail crossing located along Anderson Road. Signage, gates, ped crossing is all there already, so it would only be the flashing system.

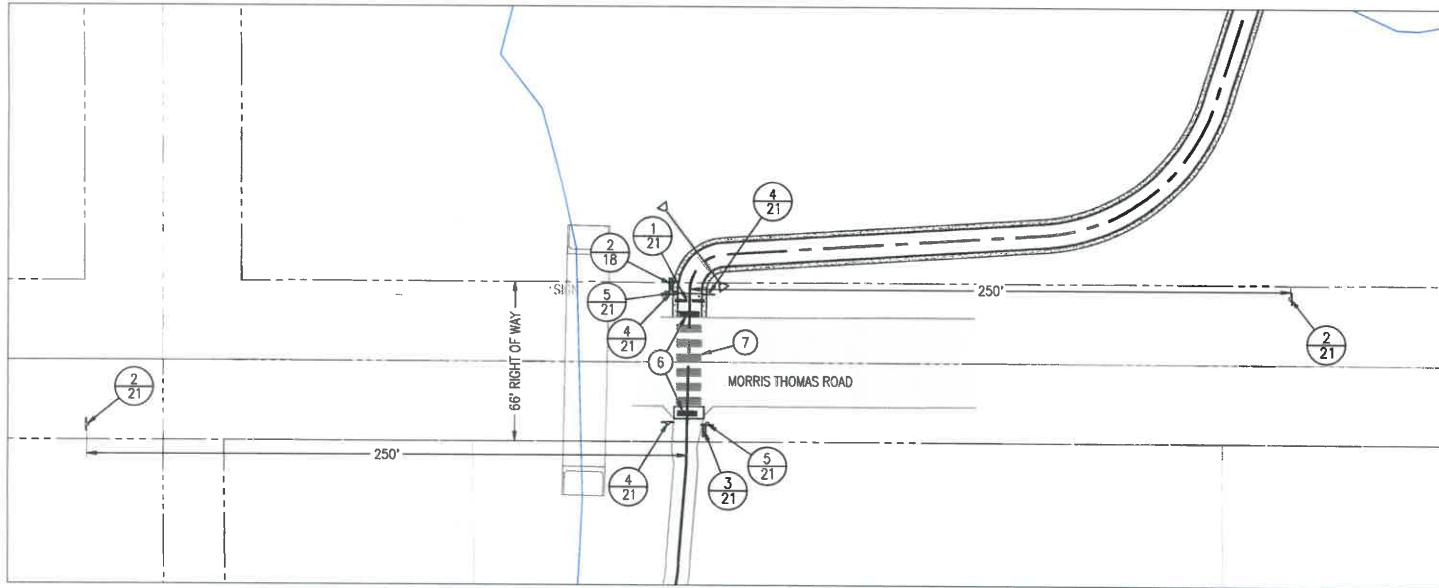
- Flashing signage
- Electrical hook ups

I attached the plan sheet for reference as well

Thanks,

Trygve Lodin, PE
[Northland Consulting Engineers, LLP](#)
102 South 21st Avenue West, Suite 1
Duluth, MN 55806
trygve@nce-duluth.com
(218) 623-7517 (office)





SIGNAGE LEGEND

1. TRAIL GATE
2. TRAIL CROSSING AHEAD (W11-15A, W16-2P)
3. TRAIL CROSSING (W11-15, W11-15P, W16-7P)
4. NO MOTOR VEHICLES (R5-3)
5. STOP
6. TRUNCATED DOMES
7. CROSSWALK

NOTES:
ALL ROAD/PARKING LOT SIGNS TO BE INSTALLED PER
DETAIL (2/13).

ALL TRAIL SIGNS TO BE INSTALLED PER DETAIL (1/18)

1 GALVANIZED STEEL SWING GATE WITH 5' OPENING

- (2) 4' SECTION WITH 5' OPENING. 3" DIA. VERTICAL END POSTS WITH CAPS
3" DIA. HORIZONTAL TOP AND BOTTOM RAILS
2" DIA. BALUSTER SPACED 12" O.C.

- 1) GATE MAST SWING FREELY WHEN NOT IN LOCKED POSITIONS.
- 2) LOCKING MECHANISM SHALL BE INCORPORATED. SEE PHOTO TO RIGHT.
- 3) CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL.
- 4) POSTS SHALL BE SET IN 24" DIAMETER CONCRETE BASE. BASE SHALL EXTEND 8" BELOW GRADE.

