

**CITY OF HERMANTOWN
AGENDA**

**Pre-Agenda Meeting Monday, July 21, 2025 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, July 21, 2025 at 6:30 pm
Council Chambers, City Hall - Hermantown Governmental Services Building**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ANNOUNCEMENTS

Council Members may make announcements as needed.

5. PUBLIC HEARING

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

6. COMMUNICATIONS

A. Correspondence 25-104 through 25-107 placed on file

B. 25-107

From: Michelle Sweeney

To: Mayor & City Council

Re: Tom Bang Legacy

7. PRESENTATIONS

A. Essentia Wellness Center Expansion

John Mulder, City Administrator

(Pre-Agenda Only)

8. PUBLIC DISCUSSION

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

9. MOTIONS

A. Motion to approve the following Medical Combination Retail Registration:

Vireo Health of Minnesota, LLC dba Green Goods | 4960 Miller Trunk Hwy #300

10. **CONSENT AGENDA**

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

- A. **Minutes** - Approval or correction of July 7, 2025 City Council Continuation Minutes
- B. **Accounts Payable** - Approve general city warrants from July 1, 2025 through July 15, 2025 in the amount of \$1,016,570.67

11. **ORDINANCES**

- A. **2025-14 An Ordinance Amending Chapter 10, Housing And Buildings of The Hermantown City Code**

(first reading)

- B. **2025-15 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (4798 Miller Trunk Highway)**

(first reading)

- C. **2025-16 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (4798 Miller Trunk Highway)**

(first reading)

12. **RESOLUTIONS**

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

- A. **2025-111 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The 2025 Construction Of Hermantown Trail Sections 4 And Part Of 3**

(motion, roll call)

- B. **2025-118 Resolution Approving Amendments To The Management Compensation Plan**

(motion, roll call)

- C. **2025-119 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Short Elliot Hendrickson (City Engineering Services) For The Birch Hills Subdivision Development Project In Section 23**

(motion, roll call)

- D. 2025-120 Resolution Receiving Proposed Assessment Roll For The Construction Of Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724) And Ordering Hearing Thereon**

(motion, roll call)

- E. 2025-121 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Purchase Agreement With Thomas Anderson For Spencer Thomas Holdings, LLC**

(motion, roll call)

13. CLOSED SESSION

14. RECESS

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
7/14/2025	25-104	MN Dept. of Natural Resources	City of Hermantown	Public Waters Work Permit - 3508 Stebner Rd.	7/7/2025
7/14/2025	25-105	MN Dept. of Natural Resources	City of Hermantown	Permit for the Construction & Operation of a Disposal System - Oppidan	7/7/2025
7/15/2025	25-106	Eric Johnson, Community Development Director	Planning and Zoning	4966 Thompson Rd VAR	7/8/2025
7/16/2025	25-107	Michelle Sweeney	Joe Wicklund, Assistant City Admin	Tom Bang Legacy	7/16/2025

Tom Bang's legacy in the Hermantown community, school and softball program is remarkable. He was an educator for 30+ years and coached a variety of sports during his tenure. He started the Hermantown softball program in 1978 and proceeded to coach for 41 years. His resume speaks for itself: he took his softball teams to the state tournament 23 times and won 3 state championships. He also recorded 700+ wins as a head coach and is a member of the Minnesota High School Coaches Hall of Fame. Maybe even more noteworthy, Coach Bang was more than a coach; he was a mentor, a leader, and an inspiration to generations of young women. Through years of unwavering dedication, passion, and integrity, Coach Bang founded and built not just an elite program and winning teams, but strong, confident student-athletes who carried those lessons far beyond the field. Naming the softball fields at Rose road in his honor seems like a natural, obvious gesture. There will never be another coach in our school or community that will have the resume, longevity, and impact that he did over 41 years.

Mail body: Fw: Tom

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, June 30, 2025, 5:16 PM, Betsy Thun <bthun20@gmail.com> wrote:

The quote in the article on Coach Bang hit the nail on the head with saying "he brought out the best in kids."

Both of my girls had the privilege to play for Mr. Bang starting in 7th and 8th grade. He always took the time to go to summer league games to watch the group of players that would be the next to wear a Hermantown jersey. He saw the potential in many middle school aged girls and would invite them to join the JV squad before their freshman year. He saw the potential and wanted to start coaching them the first chance he got.

Tom was one of the best softball coaches in the state of Minnesota if not the very best. His overall record and state tournament appearances speaks volumes.

I 100% believe that the Rose Road fields should be named after Tom Bang.

Sincerely - Betsy Thun
(Stephanie Thun 2010 and Katie Thun 2013)

Fwd: Fw: naming softball field after dad

1 message

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Tue, Jun 3, 2025 at 9:46 AM

----- Forwarded message -----

From: **Laurie Larson** <lars172000@yahoo.com>
Date: Tue, Jun 3, 2025 at 9:46 AM
Subject: Fw: naming softball field after dad
To: Laurie Larson <llarson@isd700.org>

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, June 3, 2025, 9:14 AM, Jamie McDonald <jmcdonald@nlsec.org> wrote:

Hey Laurie- Wrote up a little blurb for you:

It would truly honor my dad's memory to name the softball fields after him. He spent 41 years as the head coach and countless hours cultivating successful teams and players. He inspired the best in so many players, including myself. He was always willing to put in extra time should a player want extra repetitions. He was constantly pushing himself to be better as a coach; attending clinics, watching footage, learning from fellow coaches. During my senior year when myself and several teammates wanted a chance for extra batting practice, he met us at the school each morning at 6 am to pitch to us. Our level of preparation gave us an edge and we won the state championship that year. When some of his players had the hair-brained idea to attend a spring break softball tournament at Disney World, he heard them out and helped make this memorable experience happen. He had the ability to take the game seriously and find success while simultaneously making it fun for the players. My dad cared about his players and truly kept in touch with many players and families as they moved on from the program. He poured so much into this program and naming the field after him would mean so much to his family and the Hermantown softball program.

Thanks Again!!

Jamie McDonald
Occupational Therapist
Northern Lights Special Education Cooperative

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Mail body: Fw: Fwd: Tom Bang

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, June 6, 2025, 9:32 PM, Laurie Larson <llarson@isd700.org> wrote:

----- Forwarded message -----

From: **Samantha Janz** <sjanz@isd700.org>

Date: Fri, Jun 6, 2025 at 2:27 PM

Subject: Re: Tom Bang

To: Laurie Larson <llarson@isd700.org>

To describe Coach Bang seems almost impossible. I've been trying to come to terms with my feelings surrounding his passing since I heard.

I've known Coach Bang, in one capacity or another, since I was playing U-8 softball. At that time, he was the *All Powerful* High School Softball Coach that you wanted to notice you but, only if you were playing well. He's the Coach that had softball clinics at, what seemed, all times of the year. He pushed and pushed his players to be the best they could be from such young ages. I can remember going home to tell my parents about how Tom Bang had us work on one skill for an entire hour during clinics and my mom (also a former player of his) would say how important that skill must be if we worked on it that long. I can remember playing in U-12's, on a team where most of my teammates would stay with me through my senior year, and we would whisper to each other if we saw Coach Bang join the spectators at the field. It was nerve wracking, in an awesome way, to know that the coach who could decide your future was watching you, even then.

Cause that's the thing about Coach Bang. He knew that in order to build championship teams, you needed to start young. And it wasn't just about skills. The camaraderie he built on his teams was one of the skills I still cherish to this day. I don't think I was skilled enough to have helped my team to win State. In fact, I'm not sure many of us had the skills to win State. But, put us together after playing together for years, and there wasn't much we hadn't handled together by then. We all knew how each person played. We knew each other so well that communication on the field wasn't necessary. We joked on bus rides, played around during warmups and took 4th-inning brownie breaks during our games. All of this with stressful games, seasons and our Coaches heart-health on the line. Not many coaches would have allowed that. If we hadn't played so well together, Coach Bang wouldn't have allowed it either. But we won. Almost every game that year. And we won the most important game of them all. 2009 State Champions... I believe Coach Bang's 3rd overall.

He let his players have fun. He built relationships with his players from a young age. And, maybe most importantly, he encouraged players to build relationships with their teammates from a young age. I don't think there is a girl playing softball, even today, that hasn't heard of Coach Bang even though, unfortunately, most of them have never actually been coached by him.

In all my years of playing softball, from U-6 through college, I haven't had a better coach than him. And the only reason my other coaches were as good as they were, was because he coached them too.

Coach Bang was more than a softball coach. He was a mentor, teacher, neighbor and friend. I still can't believe that I won't run into him on our street and get to update him on my life and kids anymore. My daughter will never get to see him and know, that's who helped Mama love softball like she does. More importantly, Tom Bang was a husband, father and grandfather. As much as he loved softball, he loved his family more. I think it would be a great honor to rename the softball fields after Coach Tom Bang. To memorialize him in this way seems the greatest way to keep his legacy alive. That way, any future girls who play softball at Hermantown will have a reason to hear the story of Coach Bang. How he started the softball program at Hermantown. And how, even

beyond our wonderful city, he touched the lives of so many softball players for the better. I can't think of a better way to honor the great man who, literally, sacrificed his health for the game of softball.

Sam (Lafontaine) Janz

"If ya ain't cheatin', ya ain't tryin'!" - Coach Bang

On Mon, Jun 2, 2025 at 6:36 AM Laurie Larson <llarson@isd700.org> wrote:

Hello,

We can make it these last few days of school.

I'm Laurie Larson, one of the softball coaches and we are trying to rename our softball complex after Tom Bang.

What I'm asking if anyone who knew Tom to write a quick little note about him. Like if you were a former student or a colleague of his. The more support we have for him the better when we present our presentation for it at the parks meeting in July.

You can email me your note.

Thank you,

Laurie

This message is intended for the use of the person or entity to whom it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this information is prohibited. If you have received this message in error, please notify sender immediately.

A Tribute to Coach Tom Bang: A Legacy Worthy of a Field

There are names that come and go in sports—and then there are names that *define* a program. For Hermantown softball, that name is Tom Bang.

Coach Bang didn't just coach here—he *started* the program. What exists today—decades of success, tradition, and pride—began with his vision, his commitment, and his tireless work. For over 40 years, he built not just teams, but a legacy. Season after season, his teams played the game the right way: with discipline, intelligence, heart, and grit. Under his leadership, Hermantown softball became a respected, competitive force in the state.

But Coach Bang's impact went far beyond wins and banners. He was the ultimate "X's and O's" coach, but he never lost sight of what mattered most—his players. He invested in them as athletes, students, and people. He showed up for them, challenged them, believed in them. That's the kind of coach he was—the kind that changes lives.

Even in the off-season, Coach Bang could be found at the ballpark, watching younger players coming up through the ranks, always encouraging, always present. His influence was so strong that many of his former players returned to coach alongside him—both at the high school and youth levels—continuing the culture he built.

Dedicating the Hermantown softball field in Coach Tom Bang's name isn't just a fitting tribute—it's the obvious next step. It's a way to permanently honor the man who gave more than four decades to this program, this community, and this game. The field is full of softball players day in and day out because of the tradition he started. The success endures because of him. The legacy lives because of him.

Let's give that legacy the recognition it deserves.

Let's name the field after the coach who built the softball program.

Let's dedicate it to Tom Bang.

Fwd: Fw: Coach Bang

1 message

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Tue, Jun 3, 2025 at 6:04 PM

----- Forwarded message -----

From: **Laurie Larson** <lars172000@yahoo.com>
Date: Tue, Jun 3, 2025 at 6:03 PM
Subject: Fw: Coach Bang
To: Laurie Larson <llarson@isd700.org>

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, June 3, 2025, 5:57 PM, Tessa Paczynski <paczy010@umn.edu> wrote:

Laurie,

Hope you and the family are well. Please see below for my note regarding Coach Bang.

Best,
Tessa

I am fortunate to have had the pleasure of playing under Coach Bang. I will always always look back fondly on the many memories of him whether it be his one-liners which never failed to make me laugh or the small bits of encouragement/advice he offered me. Even in his years after coaching, he always made it a point to support the team and stay close to Hermantown Softball. Coach Bang was someone who made it a point to care for his players and teach them many lessons, a true legend and role model that will be missed greatly.

—
Tessa Paczynski
Biochemistry B.S. | 2024
University of Minnesota | College of Biological Sciences
P: (218)-591-4436
E: paczy010@umn.edu

Fwd: Fw: Tom Bang

1 message

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Tue, Jun 3, 2025 at 11:03 AM

----- Forwarded message -----

From: **Laurie Larson** <lars172000@yahoo.com>
Date: Tue, Jun 3, 2025 at 11:03 AM
Subject: Fw: Tom Bang
To: Laurie Larson <llarson@isd700.org>

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, June 3, 2025, 11:02 AM, Rick Francisco <rickfran13@gmail.com> wrote:

Hi:

This is Rick Francisco and I'm writing in support of renaming the Hermantown softball field. Tom Bang was a great friend of mine and to many others here in Hermantown. As great of a coach that he was for 40+ years for Hermantown High School and how successful he was in nurturing young girls to young women, he was even a better person. His morals, values, and genuine respect for people was second to none. If someone in our community has done more for the Hermantown girls softball program, please recommend that person's name to represent our field. However, in my mind, no one comes close to deserving that honor. Please consider renaming our field TOM BANG FIELD.

Thank you.

Rick Francisco

218-481-2626

Fwd: Fw: Tom Bang

1 message

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Tue, Jun 3, 2025 at 10:01 AM

----- Forwarded message -----

From: **Laurie Larson** <lars172000@yahoo.com>
Date: Tue, Jun 3, 2025 at 10:01 AM
Subject: Fw: Tom Bang
To: Laurie Larson <llarson@isd700.org>

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, June 3, 2025, 10:00 AM, Cheryl Rossi <cherylerossi@gmail.com> wrote:

You can't talk about the history of Hermantown Softball in one sentence without Tom Bang's name in the next. We can all find his stats. Established the program in 1978, won 700 games, 23 state tournament appearances, and 3 state championships. Which in itself would deserve a park named after him.

But, in my opinion, the better reason is for his love of the game.

The success mentioned above stems from expecting the best out of his players, because he gave his best. His passion for the game and joy in teaching it inspired many to follow in his footsteps. And was there ever a practice in those 41 years that didn't have a few laughs at it?

Generations of my family were lucky enough to play for him and I would be thrilled to see future generations play at a complex with his name on it.

Thank you for your consideration,
Cheryl (McDonald) Rossi

Fwd: Fw: The Legend, Tom Bang

1 message

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Tue, Jun 3, 2025 at 8:33 AM

----- Forwarded message -----

From: **Laurie Larson** <lars172000@yahoo.com>
Date: Tue, Jun 3, 2025 at 8:33 AM
Subject: Fw: The Legend, Tom Bang
To: Laurie Larson <llarson@isd700.org>

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, June 2, 2025, 9:50 PM, amber.m.debock@gmail.com wrote:

Hey Laurie, you'll know me as Amber Wissen, I played with y'all from 2009-2012. The thing about me is that my family moved around a lot. My dad was in the Coast Guard, so that meant moving every 4 years. When we came to look at houses in Duluth, we didn't really know what the best schools or neighborhoods were, and since I was going to be starting school as a freshman, my parents thought that it would be good for me to choose where to go.

The morning we were set to start looking at houses, my dad bought the Duluth Tribune and there in the sports section was an article about Tom Bang and Hermantown softball. One of the only constants in my childhood was softball, I've played the game in 3 different states, and when I saw that article I knew Hermantown was where we had to be. So, we bought a house in Hermantown, and I anxiously waited for spring to roll around, so I could try out for the team.

I remember stepping into the gym the first day of tryouts, all the curious eyes on me. I don't hold it against anyone, but the truth is that there are politics in sports. Especially in small towns, where the same group of kids have been playing together their whole lives and there's never much change to the status quo. To say I was nervous would be an understatement, this wasn't my first rodeo. This wasn't the first time I had to show my worth to a bunch of people who didn't know me or my skills.

I did my best and felt proud of my performance, but I was still worried it wouldn't be enough. When Mr. Bang called me into his classroom, he told me that I had surprised him. He not only approved me for the JV team, but he also put me on varsity, so I could learn from the older girls. I cannot express how much this meant to me. From that moment on, the 3 years I played for Mr. Bang (I had to quit my senior year, due to finances) were filled with so many happy, funny memories, but that first one will always be my favorite. He made me feel seen, and I'll always thank him for that.

I think it would truly be a travesty to not name a field after Mr. Bang. I don't see how they could deny this request!

Wishing you all the best,
Amber DeBock

Fwd: Fw: Coach Bang

1 message

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Tue, Jun 3, 2025 at 8:31 AM

----- Forwarded message -----

From: **Laurie Larson** <lars172000@yahoo.com>
Date: Tue, Jun 3, 2025 at 8:31 AM
Subject: Fw: Coach Bang
To: Laurie Larson <llarson@isd700.org>

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, June 3, 2025, 8:24 AM, C Ogston <crystal_ogston@yahoo.com> wrote:

In memory of Tom Bang,

You were more than a coach to me. You were a guiding light. You welcomed me with open arms as a new student. You instilled hope in me. Thank you for being a shining example! I persevered through it all. And with many ups and downs, you were a constant source of inspiration. Being a part of your softball squad kept me grounded. No home run hitter as you would say. But Bunt away and run. Thanks for staying in contact with me after all these years. Sharing all the good and bad. Looked forward to the Hermantown softball scramble every year Such a good time with so many great laughs. You will be dearly missed.

Sincerely,
Crystal Berglund #4 1991-1993

Fwd: Mr. Bang

1 message

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Mon, Jun 2, 2025 at 2:48 PM

----- Forwarded message -----

From: **Paige Tomlin** <ptomlin@isd700.org>
Date: Mon, Jun 2, 2025 at 2:38 PM
Subject: Mr. Bang
To: Laurie Larson <llarson@isd700.org>

This is from my aunt Janna;

I was lucky enough to play softball under Coach Bang for 6 years at Hermantown High School---from 1983 to 1988. He was also my History teacher as a sophomore....so many good memories with him leading the way.

Mr. Bang is undoubtedly a Hermantown icon----a Hermantown softball legend. When you hear or talk about Hermantown softball....Coach Bang is at the top. He taught me life lessons on and off the field that guide me to this day. He was a fixture at Hermantown sporting events over the years---I always loved catching up with him whenever I saw him. We'd talk about old softball memories....and he never let me forget the good things I had done on that field---always a positive influence to me and I am honored to call him my friend.

There would be no one better to name the Hermantown Softball Complex after than the icon and legend himself---Coach Bang. He's the force behind the Hermantown softball program and his legend lives on in all of us who know and love him.....

Proud to be a Hermantown Softball Alumni,

Janna Grussendorf-Martinson

GO HAWKS!! ❤️ ❤️

Tom Bang

5 messages

Laurie Larson <llarson@isd700.org>
To: All Staff <allstaff@isd700.org>

Mon, Jun 2, 2025 at 6:35 AM

Hello,
We can make it these last few days of school.
I'm Laurie Larson, one of the softball coaches and we are trying to rename our softball complex after Tom Bang.
What I'm asking if anyone who knew Tom to write a quick little note about him. Like if you were a former student or a colleague of his. The more support we have for him the better when we present our presentation for it at the parks meeting in July.
You can email me your note.
Thank you,
Laurie

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Mon, Jun 2, 2025 at 9:34 AM

----- Forwarded message -----
From: **Jim Prisk** <jprisk@isd700.org>
Date: Mon, Jun 2, 2025 at 8:35 AM
Subject: Re: Tom Bang
To: Laurie Larson <llarson@isd700.org>

Hi Laurie;

Tom Bang was an incredible mentor for me when I started working at Hermantown back in 1990 as a coach, and then began teaching in 1995. Tom just had a way to always make me feel valued and appreciated!! He was always one of the first people I would seek out for insights and advice, and was never sorry I did. It is my honor to consider him not just a valued former colleague, but a friend who I will dearly miss!!

Jim Prisk
[Quoted text hidden]

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Mon, Jun 2, 2025 at 9:34 AM

----- Forwarded message -----
From: **Patrick Andrews** <pandrews@isd700.org>
Date: Mon, Jun 2, 2025 at 8:27 AM
Subject: Re: Tom Bang
To: Laurie Larson <llarson@isd700.org>

One, this is a slam dunk. If you can't name the Hermantown Softball Complex after Tom Bang then I quit!

Feel Free to share this:

Mr Bang, as I knew him, was my 10th grade American History teacher. I knew in HS he was a legendary coach, I had watched him win State Championships in softball as my friends, and classmates, were on his teams. However, it was Mr.

Bang in the American History class room that inspired me. Mr. Bang had passion and excitement for teaching. He was creative and inspirational. He brought his coaching into the classroom with him which was amazing for a 16 year old boy. He had a way of reaching students, he really cared about me as a person, a student, and an athlete. When my father died during my Sophomore year Mr. Bang was one of the people who helped me the most through that difficult time. He was an inspiration for me, someone I looked up to, and honestly a person whose life I wanted to emulate. Mr. Bang taught me what it meant to have Pride in Hermantown and devote your life to something bigger than yourself. I knew, after having Mr. Bang in 10th grade, I wanted to teach History at Hermantown, and coach H.H.S. sports. When that dream finally became a reality for me Mr. Bang was one of the first people I sought out. When I would see Mr. Bang in the years since taking over as the head hockey coach the first thing he would ask me was, "what are you teaching in American History right now?", only after that was out of the way would we get into coaching talk. I think it was his way of grounding me and reminding me that no matter how great coaching is, you are first and foremost a teacher.

Tom Bang is Hermantown. Tom Bang is Softball. Tom Bang devoted his life to something bigger than himself, and he inspired countless others to do the same... I am one of them.

Thank you for taking the time.

Patrick Andrews
Hermantown Community Schools
History Teacher / Head Coach Boys Hockey

On Mon, Jun 2, 2025 at 6:36 AM Laurie Larson <llarson@isd700.org> wrote:
[Quoted text hidden]

--
Patrick Andrews
Hermantown Community Schools
Social Studies Teacher - Boys Hockey Head Coach
4335 Hawk Circle Drive | Hermantown, MN 55811
P218.626.6344 | F218.729.9890



Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Mon, Jun 2, 2025 at 9:35 AM

----- Forwarded message -----
From: **Greg Aker** <gaker@isd700.org>
Date: Mon, Jun 2, 2025 at 7:35 AM
Subject: Re: Tom Bang
To: Laurie Larson <llarson@isd700.org>

Tom was a great guy. He would give me the time for a meaningful conversation anytime I ran into him. We would almost always talk sports, but we would also touch on more meaningful topics like our passion for coaching kids and would even talk about life itself. He was a great storyteller and I have the utmost respect for him as a man and what he accomplished on the softball diamond as a legendary head coach.

Greg Aker
HS/MS Social Studies
Varsity Football Assistant
It's a great day to be alive.

On Mon, Jun 2, 2025 at 6:36 AM Laurie Larson <llarson@isd700.org> wrote:
[Quoted text hidden]

Laurie Larson <llarson@isd700.org>
To: Heather Hren <hhren@isd700.org>

Mon, Jun 2, 2025 at 2:33 PM

----- Forwarded message -----

From: **Jeanne Pearson** <jpearson@isd700.org>

Date: Mon, Jun 2, 2025 at 2:33 PM

Subject: Re: Tom Bang

To: Laurie Larson <llarson@isd700.org>

Hey Laurie,

Thank you for doing this. My daughters Holly and Hailey met Coach Bang at the St. Scholastica pitching clinics in 2021 and 2022 (not totally sure on the years). They were so happy that he made it to some of their games and always said nice things on Facebook. My husband Levi also remembers having him as a teacher and how he made a great impact with his students.

Thanks,

Jeanne Pearson

On Mon, Jun 2, 2025 at 6:36 AM Laurie Larson <llarson@isd700.org> wrote:

[Quoted text hidden]



Essentia
Wellness Center



ESSENTIA WELLNESS CENTER - DRAFT

Hermantown, Minnesota

July 2025



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Essentia Wellness Center - YMCA Aquatics

Introduction



Section 1

Executive Summary

The City of Hermantown in partnership with the Duluth Area Family YMCA began exploration of a potential facility expansion of the Essentia Wellness Center in December 2024. Additional participants in the process included Essentia Health and Hermantown Community Schools.

A conceptual design process explored program space needs, concept floor plans, schedule, and cost estimates for potential expansion. During the conceptual design process, the group discussed the original Essentia Wellness Center mission, it's current building purpose, its users, and opportunities for growth that support the community. This report summarizes the process, overview of project intent, as well as design recommendations.

The original \$26,000,000 Essentia Wellness Center facility investment was intended to help improve Saint Louis County health outcomes affecting residence length and quality of life. The Essentia Wellness Center is currently a community-based wellness facility that incorporates holistic wellness programs that support positive change. The visionaries for the original project never imagined the strong impact it would make on the community when they first opened the doors September 2019.

- Original Essentia Wellness Center business pro-forma estimated 4,400 YMCA Members.
- YMCA current membership is 10,111.
- Community members that use the facility spaces for services is 1,863.
- 245,000 total building visits per year over the last two years.
- 290,000 total building visits projected for 2025 (20% increase).
- Senior memberships make up over 25% of the membership base.
- Family memberships make up close to 40% of the membership base.

- Early Childcare Development Center enrollment is full, serving 115 to 118 children.
- Early Childcare Development Center enrollment waiting list of over 300 children.
- The Essentia Health on site clinic is seeing up to 100 patients per day.
- Group exercise classes are full at YMCA.
- Swim lessons have 400 participants per week, with original enrollment projections at 116.

The statistics noted above demonstrate that the current facility use far exceeds the intended original program projections. This increase in use with a wide variety of programs and multi-generational users causes strain on available space needs. July 10th, 2025 provided a perfect example of the wide range of activities that occur at the Essentia Wellness Center on an average day. A thunderstorm forced several outdoor programs to be brought inside. This included accommodating 90-day camp participants and 118 childcare participants who could no longer use the outdoor playground. To adapt, they utilized the community room, gym, lounge, and event room.

However, this shift created challenges. Group exercise participants were already using one of the spaces, pickleball players expected the gym to be available, and several afternoon meetings had to be relocated due to limited room availability. This day served as a strong proof of concept, demonstrating both the high demand for space and potential for future community use. The expansion of the Essentia Wellness Center is intended to support the existing community and members, with the intent to allow for increased spaces such as increased childcare, senior center, and family community spaces.

1.A Project Scope

PROJECT TITLE: Essentia Wellness Center

PROJECT OPERATIONS: This project will be owned by the City of Hermantown and operated by the YMCA. Operational partnerships through sublease agreements between the YMCA and Essentia Health, and Hermantown School District will reach the broad demographic of Saint Louis County. The project has broad participation with participation from all of the above in addition to St. Louis County, the City of Hermantown, the City of Proctor, and 15 surrounding Townships. A population base of over 50,000 will be served through this facility with expanding reach for regional events and activities.

PROJECT SCOPE & COSTS

New Construction

Childcare Center Addition (15,822 SF)

Gymnasium Addition (7,802 SF)

Multi-Generational Community Spaces (7,080 SF)

Wellness Center Track & Studio Expansion (8,190 SF)

Essentia Health Clinical Expansion (756 SF)

Remodel Existing Staff Break into Family Lockers (308 SF)

Remodel Existing Childcare Center into Hermantown Community Schools (5,130 SF)

Site Improvements

Outdoor Basketball & Pickleball Courts

Outdoor Childcare Play Areas

Outdoor Youth Program Spaces

Site Re-Development Costs, Utilities, Parking, Sidewalks, Landscaping

CONSTRUCTION SUBTOTAL \$21,420,900 - \$30,941,300

SOFT COSTS \$4,284,180 - \$6,188,260

TOTAL PROJECT COST \$25,705,080 - \$37,130,160

OPERATING COSTS:

Operation of the EWC will remain by the YMCA and its subtenants will require no additional assistance from City, County, or State Agencies.

SCHEDULE:

Funding March 2026

Final Design April 2026 - December 2026

Bidding and Award January 2027 - February 2027

Construction (12 months) March 2027 - March 2028

Opening April 2028

Background



Section 2

Project Background Narrative

2.A Basis of Need

There was a range of motivations as the impetus for the creation of the Essentia Wellness Center, but two became the primary drivers. The first was the need for community gathering space, and the second was the goal of improving health outcomes in the region.

Less than ten years into the lifespan of the EWC, it is still early to measure the positive impact to the region of the facility and its programming. Improving health outcomes is a long-term goal, and will continue to be a priority for the EWC.

What is clear is that the EWC has helped show how much a community gathering space was desired through the sheer number of daily users and overall members – as well as the various age groups utilizing the facility regularly. The amount of high school-aged users and seniors is larger than anticipated, helping push the need for different types of community spaces, programming opportunities, and fundamental building configuration.

Following the opening of the EWC, the question was often asked; where were these groups before the EWC and what were they doing? With the advent of the EWC we know these groups – especially our younger users – have a safe, healthy environment to gather and grow. The challenge, now, is building in spaces and experiences

that serve them in ways that were not anticipated in the initial project.

Additionally, the wait list for the EWC's child care opportunity has reached a number that is far greater than predicted at the onset. This need is critical, regional, and expected to grow. This impacts the entire community, as it helps determine a wide array of outcomes for families from the financial to the professional, back to health, wellness, and where parents can connect and build their lives.

Greater access to high-quality child care is a key driver for our region's success. Increasing the number of access points for families by expanding the resources currently at the EWC would be a meaningful positive for Hermantown and beyond. Designing and creating a space specific to what we have learned the community needs in child care, rather than reimagining currently-built spaces, is also a special opportunity to have a positive impact.

Tying health outcomes and community gathering together is still a need today. The Essentia Wellness Center has both helped meet some of that need, and further showed how much greater the need is today. Adding to something already so successful is a worthy investment with a critical community payback.

Mission

The noted mission of the original project is as follows;

The services and programs provided by the partnerships forged between the City of Hermantown, YMCA, Essentia Health, and the Hermantown School District offer a holistic approach to addressing the issues identified in the Health Needs Assessments for St. Louis County. The team of partners operating within this facility would offer

a complete program of services to the community to combat these trends.

While this mission remains accurate, a revamping may be included as part of a new addition to the Essentia Wellness Center, reimagined and fresh programming, as well as the benefit of several years of seeing how the community can be served through the current utilization of the facility.

2.B Stakeholders

The initial project outlined a large array of groups who would be positively impacted by the formation of the Essentia Wellness Center. From local municipalities and our school district to various businesses, different entities signed on to support this venture.

This need looks at stakeholders through a different lens – less at physical geography and professional connections, and more as the users we all know would benefit from a larger and more robust facility. We know our aging community members need more spaces and programming to connect. We know our young families need critical support in the realm of child care. We know so many of our local students continue to utilize the EWC as their after-school space.

Our stakeholders still include our neighboring municipalities, our school district, and our in-facility partners. The benefit of the success of the current building, what the user-group stakeholders in the region need as well.



Essentia Wellness Center - First Floor Classroom

Project Narrative



Section 3

3.A Architectural/Engineering(A/E) Program

Masterplan Program												
Space	Quantity	SF	Total SF	Level		Space	Quantity	SF	Total SF	Level		
Shared Use						District Office						
Receiving	1	985	985	Level 1		Super Office	1	210	210	Level 1		
Janitor	1	65	65	Level 1		MARS	1	220	220	Level 1		
Electrical	1	115	115	Level 1		Bus.Manager	1	245	245	Level 1		
Laundry	1	290	290	Level 1		AP	1	125	125	Level 1		
Staff Break Room	1	156	155	Level 1		Payroll	1	135	135	Level 1		
Mechanical	1	675	675	Level 1		HR	1	150	150	Level 1		
Circulation 10%			228.5			PR/General	1	210	210	Level 1		
Subtotal			2,514			Office	2	175	350	Level 1		
Sport Courts						Conference Room	1	175	175	Level 1		
Gymnasium	1	6,730	6,730	Level 1		Board Room	1	885	885	Level 1		
Exterior Court Storage	2	100	200	Level 1		Community Ed	1	315	315	Level 1		
Toilet	1	65	65	Level 1		Break Room	1	220	220	Level 1		
Lockers	1	135	135	Level 1		File Room	1	200	200	Level 1		
Storage	1	300	300	Level 1		Work Room	1	175	175	Level 1		
Circulation 5%			372			File Storage	1	770	770	Level 1		
Subtotal			7,802			Reception	1	245	245	Level 1		
Locker Room						Lobby	1	275	275	Level 1		
Pool Office	1	95	95	Level 1		Toilet	3	55	165	Level 1		
Lockers	1	330	330	Level 1		Mothers Room	1	115	115	Level 1		
Family / Changing Locker Rooms	4	70	280	Level 1		Janitor	1	30	30	Level 1		
Circulation 10%			28			Network	1	40	40	Level 1		
Subtotal			308			Circulation			785			
Wellness Center						Subtotal			5,130			
Stretch	1	140	140	Level 2		Essentia						
Studio C	1	2,070	2,070	Level 2		Physical Therapy	2	315	630	Level 1		
Spin Area	1	1,200	1,200	Level 2		Circulation 20%			126			
Circ/Warm Up	1	1,340	1,340	Level 2		Subtotal			756			
Track	1	2,825	2,825	Level 2		Multigenerational						
Toilet	1	85	85	Level 2		Multipurpose	2	725	1,450	Level 1		
Storage	1	140	140	Level 2		Forever Well	1	2,215	2,215	Level 1		
Circulation 5%			390			Indoor Youth Play	1	1,760	1,760	Level 1		
Subtotal			8,190			Storage	2	190	380	Level 1		
Childcare Center						Closet	1	30	30	Level 1		
Daycare Classrooms - Pre-school	6	850	5,100	Level 1		Toilet	2	65	130	Level 1		
Daycare Classrooms - Toddler	6	575	3,450	Level 1		Work Stations	4	70	280	Level 1		
Daycare Classrooms - Infant	4	475	1,900	Level 1		Café	1	280	280	Level 1		
Kitchen	1	560	560	Level 1		Kitchen	1	265	265	Level 1		
Storage	6	75	450	Level 1		Circulation 20%			290			
Child Toilets	12	55	660	Level 1		Subtotal			7,080			
Adult Toilets	2	65	130	Level 1		Project Summary						
Office / Sick	1	340	340	Level 1		Building - New Construction and Remodel						
Mother's Room	1	100	100	Level 1		47,602						
Specialist Alcove	1	120	120	Level 1								
Secured Vestibule	1	100	100	Level 1								
Carseat Storage	2	25	50	Level 1								
Stroller Storage Alcove	1	100	100	Level 1								
Janitor/Laundry	1	95	95	Level 1								
IT Space	1	55	55	Level 1								
Circulation 20%			2,612									
Subtotal			15,822									

3.B Civil Scope Narrative

This project encompasses the necessary site preparation and infrastructure modifications to facilitate a new building footprint at the existing Wellness Center. Key activities include the strategic relocation of existing utilities to clear the construction area, followed by excavation for the new building footprint. To accommodate the expansion, the project will involve reconfiguration and expansion of the existing parking area. Furthermore, an evaluation and potential expansion of the stormwater and coordination of city ordinance

and landscaping requirements. Best Management Practices (BMPs) will be undertaken to ensure adequate site drainage and environmental compliance. Finally, all disturbed areas will be restored, including comprehensive landscaping, to integrate the new development seamlessly with the existing facility and surrounding environment.

3.C Mechanical Scope Narrative

Mechanical scope will include the heating, air conditioning and ventilation system expansions necessary to serve the expanded footprint of the facility. Systems will be selected based on their compatibility and similarity to the existing equipment, as well emphasizing low energy use and life cycle payback period. Based on energy use data for the existing facility and peak heating load analysis, the existing hot water system will be expanded to serve the new square footage with minimal changes

to the main boiler/pump equipment. Domestic water will be provided to all fixtures in the new space, fixtures will be utilize “WaterSense” or equivalent low flowrates to conserve water. The addition and remodeled spaces will also be protected fully by an extension of the existing automatic fire suppression and alarm systems.

3.D Electrical Scope Narrative

The planned expansion of the wellness center will increase building square footage by over 65% of the existing facility. A new 3000A, 480/277V, 3-phase utility transformer and connection cabinet will be provided for the project at a new location. The upgraded electrical service will back-feed the existing main switchboard. New panelboards will be provided to serve the building additions: 480V for large mechanical and lighting loads; 120V for small mechanical equipment and plug loads. The new equipment will be located in dedicated equipment rooms.

The existing building systems will be extended to accommodate the building additions as well as renovated areas. These systems shall include but are not limited to power, lighting (interior and exterior), lighting controls, data, audio visual/digital signage, intrusion detection, access control, wireless clock system, public address, video surveillance, fire alarm and miscellaneous equipment. All systems shall comply with current building and energy code requirements.

3.E Floor Plans

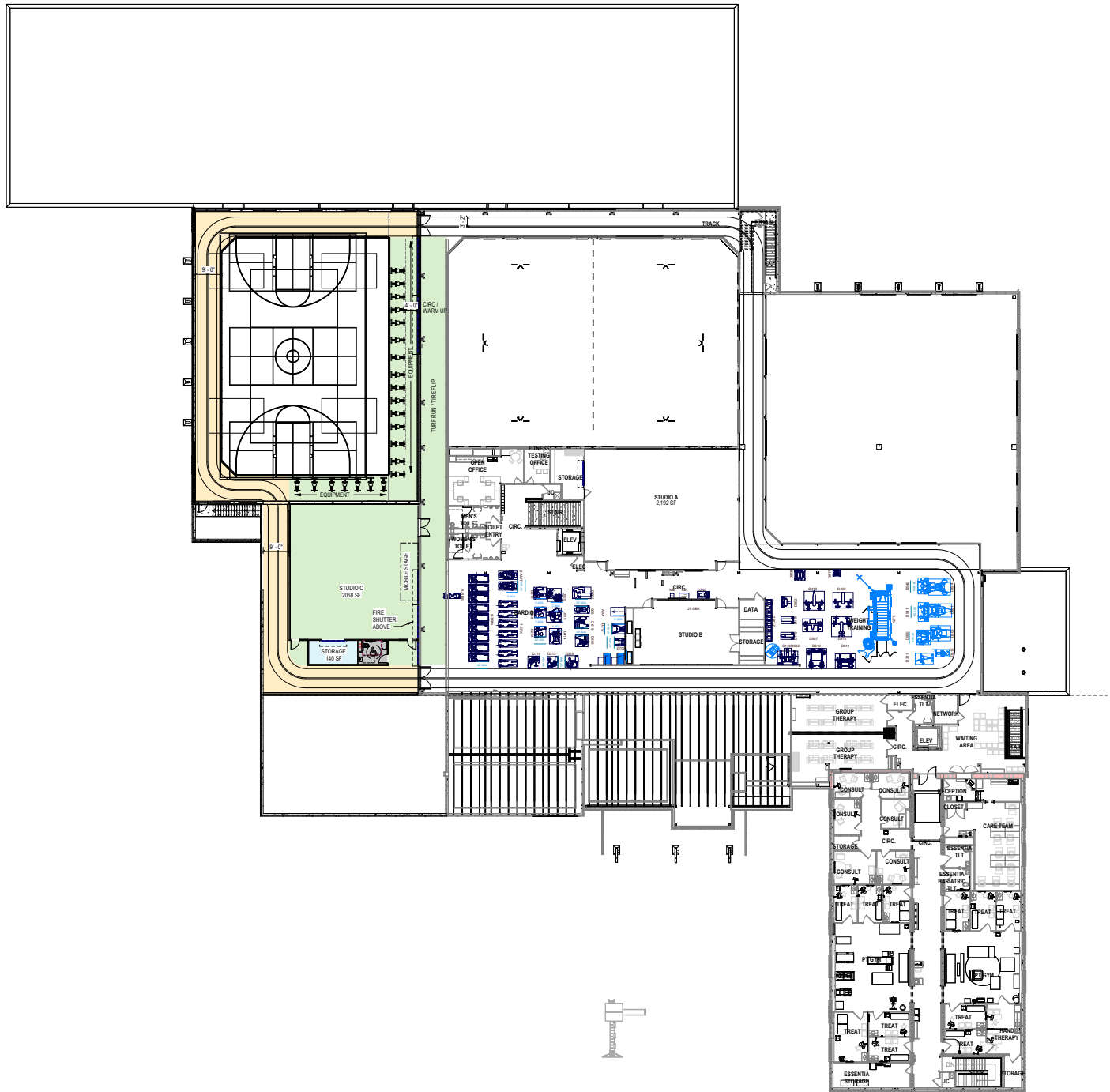
PROJECT NARRATIVE



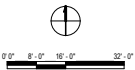
LEVEL 1
230603 / EWC MASTERPLAN

07/07/2025





LEVEL 2
230603 / EWC MASTERPLAN



07/07/2025 

3.F Renderings



Image: Conceptual Rendering of Essentia Wellness Center - PreDesign Building Additions



Image: Isometric View of Essentia Wellness Center - PreDesign Building Additions



Schedule



Section 5

Schedule Summary

PreDesign / Funding Strategy: December 2024 - March 2026

Architect/Engineering RFP: April 2026

Construction Manager RFP: May 2026

Schematic Design: April 2026-June 2026

Design Development: July 2026 - September 2026

Construction Documents: October 2026 - December 2026

Bidding: January - February 2027

Construction: March 2027 - March 2028

Grand Opening: April 2028



Essentia Wellness Center - Miller Hill Health Plaza; Polinsky Pediatric Indoor Play & Therapy Gym



Section 6

Cost Estimate

The project is anticipated to start construction March 2027.

Applying a two year 5% escalation factor, the anticipated cost per square foot range for construction is \$450 - \$ 650 range.

Total Building Program Addition Square Footage: 47,602 SF

Estimate of Construction Budget: \$21,420,900 - \$30,941,300

Adding 20% for total Estimated Project Budget Range: \$25,705,080 - \$37,130,160



Essentia Wellness Center - Gym Looking to Spin Room from Second Floor

CITY OF HERMANTOWN

City Council Meeting

Monday, July 7, 2025

6:30 PM Central

MEETING CONDUCTED IN PERSON & VIA ZOOM

Mayor Wayne Boucher: Present

Councilor John Geissler: Present

Councilor Andy Hjelle: Present

Councilor Brian LeBlanc: Present

Councilor Joseph Peterson: Present

CITY STAFF: John Mulder, City Administrator; Alissa McClure, City Clerk; Joe Wicklund, Assistant City Administrator; Brandon Holmes, Building Official; Jim Crace, Director of Public Safety; Trish Crego, Utility & Infrastructure Director; David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 14

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **PUBLIC HEARING**
6. **COMMUNICATIONS**
 - A. Correspondence 25-99 through 25-103 placed on file
7. **PRESENTATIONS**
 - A. **2026 Budget - Capital Improvements**
John Mulder, City Administrator
(Pre-Agenda Only)
 - B. **2026 Budget - Payroll**
John Mulder, City Administrator
(Pre-Agenda Only)

C. 2025 Trails Update

David Bolf, City Engineer
(Pre-Agenda Only)

D. ADA Inventory Update

David Bolf, City Engineer
(Pre-Agenda Only)

8. PUBLIC DISCUSSION

9. MOTIONS

10. CONSENT AGENDA

A. **Minutes** - Approval or correction of June 16, 2025 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from June 16, 2025 through June 30, 2025 in the amount of \$1,780,752.49

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

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

11. ORDINANCES

12. RESOLUTIONS

A. **2025-104 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)

Motion to approve 2025-104 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 John Geissler and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

B. 2025-105 Resolution Approving Insurance Coverage And City Does Not Waive The Monetary Limits On Municipal Tort Liability For The City Of Hermantown

(motion, roll call)

Motion to approve 2025-105 Resolution Approving Insurance Coverage And City Does Not Waive The Monetary Limits On Municipal Tort Liability For The City Of Hermantown. This motion, made by Councilor John Geissler and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

C. 2025-106 Resolution Accepting Ehler's Proposal To Redo Financial Management Plan In An Amount Not To Exceed \$39,000

(motion, roll call)

Motion to approve 2025-106 Resolution Accepting Ehlers' Proposal To Redo Financial Management Plan In An Amount Not To Exceed \$39,000. This motion, made by Councilor Joseph Peterson and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

D. 2025-107 Resolution Approving A Memorandum Of Understanding Between The United States Capitol Police And City Of Hermantown

(motion, roll call)

Motion to approve 2025-107 Resolution Approving A Memorandum Of Understanding Between The United States Capitol Police And City Of Hermantown. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

E. 2025-108 Resolution Approving Pay Request Number 13 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$1,666,686.26

(motion, roll call)

Motion to approve 2025-108 Resolution Approving Pay Request Number 13 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$1,666,686.26. This motion, made by Councilor Joseph Peterson and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

F. **2025-109 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Assessment Agreement Between The City Of Hermantown And Timothy H. Carlson and Cynthia J. Carlson**

(motion, roll call)

Motion to approve 2025-109 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Assessment Agreement Between The City Of Hermantown And Timothy H. Carlson and Cynthia J. Carlson. This motion, made by Councilor Andy Hjelle and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

G. **2025-110 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Settlement Agreement Between The City Of Hermantown And William A. Marsolek A/K/A William Marsolek And Stacie R. Marsolek A/K/A Stacie Marsolek (Collectively "Marsolek")**

(motion, roll call)

Motion to approve 2025-110 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Settlement Agreement Between The City Of Hermantown And William A. Marsolek A/K/A William Marsolek And Stacie R. Marsolek A/K/A Stacie Marsolek (Collectively "Marsolek"). This motion, made by Councilor John Geissler and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

H. **2025-111 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The 2025 Construction Hermantown Trail Sections 4 And Part Of 3**

(motion, roll call)

Motion to table 2025-111 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The 2025 Construction Hermantown Trail Sections 4 And Part Of 3. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Joseph Peterson, Tabled.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

I. **2025-112 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The Improvement District No. 323 Water System Connection And Booster Station Project**

(motion, roll call)

Motion to approve 2025-112 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The Improvement District No. 323 Water System Connection And Booster Station Project. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

J. **2025-113 Resolution Approving Final Planned Unit Development With KTJ 360 LLC For The Hermantown Cottages Development**

(motion, roll call)

Public comment was received regarding the proposed KTJ 360 PUD project:

Matthew Butorac, 4089 Lavaque Road, expressed opposition to the project, citing concerns about the 20-foot setback being too close to Maple Grove Road, increased traffic noise, and the loss of existing screening provided by The Pillars development.

Mary Butorac, 4089 Lavaque Road, also spoke in opposition, raising concerns about diminished quality of life due to proximity to the road, increased traffic, fumes, and noise.

Eric Martin, speaking on behalf of Oppidan, voiced support for the project, stating it would continue to meet housing needs in Hermantown and expressed appreciation for the opportunity to serve the community. He made himself available for any questions from the Council.

Motion to approve 2025-113 Resolution Approving Final Planned Unit Development With KTJ 360 LLC For The Hermantown Cottages Development. This motion, made by Councilor Joseph Peterson and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Nay

Yea: 4, Nay: 1

K. **2025-114 Resolution Approving Special Use Permit For Construction Of An Accessory Structure In Excess Of 1,200 Square Feet In The R-3 Zoning District At 4890 Adrian Lane (395-0098-00080 and 395-0098-00090) And Imposing Conditions Thereon**

(motion, roll call)

Motion to approve 2025-114 Resolution Approving Special Use Permit For Construction Of An Accessory Structure In Excess Of 1,200 Square Feet In The R-3 Zoning District At 4890 Adrian Lane (395-0098-00080 and 395-0098-00090) And Imposing Conditions Thereon. This motion, made by Councilor John Geissler and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

L. **2025-115 Resolution Approving A Special Use Permit To Construct a Contractor's Shop and Storage Yard In The C-1, Office/Light Industrial Zoning District**

(motion, roll call)

Motion to approve 2025-115 Resolution Approving A Special Use Permit To Construct a Contractor's Shop and Storage Yard In The C-1, Office/Light Industrial Zoning District. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

M. **2025-116 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Development Agreement With Soumis Construction, Inc. For The Reside Apartments**

(motion, roll call)

Motion to approve 2025-116 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Development Agreement With Soumis Construction, Inc. For The Reside Apartments. This motion, made by Councilor Joseph Peterson and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Nay

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 4, Nay: 1

N. **2025-117 Resolution Approving Tentative Agreement And Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreements With AFSCME Local 66 For The Period Of January 1, 2025 Through December 31, 2027**

(motion, roll call)

Motion to approve 2025-117 Resolution Approving Tentative Agreement And Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreements With AFSCME Local 66 For The Period Of January 1, 2025 Through December 31, 2027. This motion, made by Councilor Andy Hjelle and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

13. **CLOSED SESSION**

14. **RECESS**

Motion to recess at 7:20 p.m. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

ATTEST:

Mayor

City Clerk

CITY OF HERMANTOWN

CHECKS #72228-72279
07/01/2025 - 07/15/2025

PAYROLL CHECKS

Electronic Checks - #-64084-64151	\$133,574.30
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LIABILITY CHECKS

Electronic Checks - #-64152-64154	\$102,085.80
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Electronic Checks - #-64078-64083	\$96,947.90
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Checks - #72278-72279	\$1,906.34
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PAYROLL EXPENSE TOTAL	\$334,514.34
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ACCOUNTS PAYABLE

Checks - #72228-72277	\$375,014.10
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Electronic Payments #-97955-97990	\$307,042.23
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ACCOUNTS PAYABLE TOTAL	\$682,056.33
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TOTAL	\$1,016,570.67
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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,488.41	-97990
101	422100	Fire Administration	AT&T MOBILITY	Cell Phones FD	357.00	-97990
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C458 Jun 2	117.87	-97989
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300i	228.55	-97989
101	421100	Police Administration	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300 & C33	119.58	-97989
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - May	84.36	-97988
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	287.49	-97988
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas - CH/PD 45%	401.42	-97988
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - June	3,891.03	-97988
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - May	73.82	-97988
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas - FH #1 55%	490.63	-97988
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas Old CH	134.10	-97988
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - May	52.73	-97988
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Old CH	14.90	-97988
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building - 05	38.11	-97988
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	149.79	-97987
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	193.18	-97987
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	368.66	-97987
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	157.74	-97987
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	48.10	-97987
275	452200	Community Building	MEDIACOM	EWC - Telephone	519.54	-97986
601	494400	Water Administration and General	MEDIACOM	Phone PW	8.71	-97986
275	452200	Community Building	MEDIACOM	EWC - Cable TV	179.13	-97986
101	431100	Street Department	MEDIACOM	Phone PW	21.77	-97986
275	452200	Community Building	MEDIACOM	EWC - Line for Elevator	187.88	-97986
601	494400	Water Administration and General	MEDIACOM	Internet PW	47.93	-97986
275	452200	Community Building	MEDIACOM	EWC - Internet	354.90	-97986
101	431100	Street Department	MEDIACOM	Internet PW	119.82	-97986
275	452200	Community Building	MEDIACOM	EWC - Dedicated Internet	490.00	-97986
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Phone FD	101.21	-97986
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Phone CH	404.86	-97986
602	494900	Sewer Administration and General	MEDIACOM	Phone PW	13.06	-97986
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Internet CH	163.92	-97986
602	494900	Sewer Administration and General	MEDIACOM	Internet PW	71.89	-97986
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet FD	40.98	-97986
415	465200	Community Development	DSGW ARCHITECTS, INC.	Hermantown Arena	14,917.10	-97985
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Push Bar - SQD 11	2,802.44	-97984
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Lights/Headlight Guard - 2022	3,528.96	-97984

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
415	465200	Community Development	EPC ENGINEERING & TESTING LLC	Hermantown Hockey Arena	4,766.00	-97983
101	421100	Police Administration	INFOBUREAU SERVICES, INC.	Credit Check - Kostiuk & Lutzk	30.00	-97982
230	465100	HEDA	INNOVATIVE OFFICE SOLUTIONS, LLC	Name Plate - Ronchetti	47.32	-97981
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Tape/Post-it/Pad	39.62	-97981
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Pad/Note	17.35	-97980
101	421100	Police Administration	VC3, INC.	Replacement Desktop - PD	600.00	-97979
101	422100	Fire Administration	PRO PRINT INC	EMS Reports	175.35	-97978
416	452100	Parks	NORTHLAND CONSULTING ENGINEERS L.L.P.	Fichtner Park Improvements	5,780.00	-97977
230	465100	HEDA	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hawklane Business Park	1,140.00	-97977
240	433500	Water Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Second Waterline Connection	380.00	-97977
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Preagenda/City Council/Four Sq	1,900.00	-97977
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Soumis Dev	190.00	-97977
101	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Peyton Property Development	860.00	-97977
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trail Project	15,972.50	-97977
230	465100	HEDA	NORTHLAND CONSULTING ENGINEERS L.L.P.	Keene Creek Subdivision	910.00	-97977
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Road SP	360.00	-97977
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Task #1 - Right of Way Invento	10,055.00	-97977
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Section 14 - Lightning Drive,	1,330.00	-97977
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Seth Daniel - MP Easement	190.00	-97977
415	465200	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Ice Arena	640.00	-97977
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Road and Old Midway	8,542.50	-97977
602	494500	Sewer Maintenance	WLSSD	June Wastewater Charges 063025	50,621.00	-97976
101	431100	Street Department	VIKING INDUSTRIAL CENTER	Safety Supplies	678.99	-97975
101	431100	Street Department	TOWMASTER	Pin Dump Hinge Bolt H-0	252.25	-97974
101	452100	Parks	DULUTH LAWN CARE INC	Fert/Weed Treatment	7,906.25	-97973
101	452100	Parks	ELITE PORTABLE TOILETS, LLC	Portable Toilets	965.00	-97972
101	452100	Parks	ELITE PORTABLE TOILETS, LLC	Portable Toilets	965.00	-97972
603	441100	Storm Water	NORTHLAND CONSTRUCTORS OF DULUTH, INC.	International Water Truck Rent	4,800.00	-97971
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Jun 25 Locates	73.44	-97970
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Jun 25 Locates	110.16	-97970
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Annual Sanitary Cleaning	14,266.20	-97969
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling Jun 2025-129	754.33	-97968
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal Jun 2025 -	192.35	-97968
603	441100	Storm Water	MACQUEEN EQUIPMENT, LLC	Street Sweeper Broom Replaceme	2,829.24	-97967
101	431100	Street Department	LEGACY CUSTOM COATINGS, LLC	Calcium Chloride	66,329.98	-97966
101	431901	City Garage	MENARD INC	EMT Tube Connector	6.47	-97965
101	422100	Fire Administration	MENARD INC	Items for Training Aids	68.07	-97965
101	419901	City Hall & Police Building Maintenance	MENARD INC	Shower Arm - FH1	38.98	-97965

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	MENARD INC	Storage Tote - Water Radios	29.98	-97965
101	431100	Street Department	MENARD INC	Phone/iPad Charger - H5	42.44	-97965
101	422100	Fire Administration	MENARD INC	Cleaning Supplies	17.71	-97965
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.03	-97964
101	431901	City Garage	BFIRST INDUSTRIAL	Shrink Tube	67.13	-97963
101	431100	Street Department	BFIRST INDUSTRIAL	Heat Shrink Tube	166.68	-97962
101	431100	Street Department	BFIRST INDUSTRIAL	Nuts/Bolts	24.31	-97962
601	494300	Water Distribution	WEX HEALTH INC	3rd QTR VEBA 2025	2,875.00	-97961
101	415300	Administration & Finance	WEX HEALTH INC	3rd QTR VEBA 2025	3,968.25	-97961
101	422100	Fire Administration	WEX HEALTH INC	3rd QTR VEBA 2025	2,500.00	-97961
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	3rd QTR VEBA 2025	812.50	-97961
101	414100	Elections	WEX HEALTH INC	3rd QTR VEBA 2025	12.75	-97961
101	452100	Parks	WEX HEALTH INC	3rd QTR VEBA 2025	250.00	-97961
260	456101	Cable	WEX HEALTH INC	3rd QTR VEBA 2025	37.50	-97961
101	431901	City Garage	WEX HEALTH INC	3rd QTR VEBA 2025	250.00	-97961
603	441100	Storm Water	WEX HEALTH INC	3rd QTR VEBA 2025	2,133.75	-97961
101	452200	Community Building	WEX HEALTH INC	3rd QTR VEBA 2025	125.00	-97961
101	431100	Street Department	WEX HEALTH INC	3rd QTR VEBA 2025	3,787.50	-97961
230	465100	HEDA	WEX HEALTH INC	3rd QTR VEBA 2025	500.25	-97961
101	421100	Police Administration	WEX HEALTH INC	3rd QTR VEBA 2025	18,766.67	-97961
101	424100	Building Inspection	WEX HEALTH INC	3rd QTR VEBA 2025	1,437.50	-97961
101	422901	Firehall #1 Maple Grove Road	WEX HEALTH INC	3rd QTR VEBA 2025	250.00	-97961
101	419100	Community Development	WEX HEALTH INC	3rd QTR VEBA 2025	2,485.00	-97961
601	494400	Water Administration and General	WEX HEALTH INC	3rd QTR VEBA 2025	1,462.50	-97961
101	490100	Cemetery	WEX HEALTH INC	3rd QTR VEBA 2025	25.00	-97961
602	494900	Sewer Administration and General	WEX HEALTH INC	3rd QTR VEBA 2025	1,050.00	-97961
602	494500	Sewer Maintenance	WEX HEALTH INC	3rd QTR VEBA 2025	1,687.50	-97961
230	465100	HEDA	WEX HEALTH INC	3rd QTR VEBA 2025	12.75	-97960
101	415300	Administration & Finance	WEX HEALTH INC	3rd QTR VEBA 2025	399.50	-97960
101	414100	Elections	WEX HEALTH INC	3rd QTR VEBA 2025	12.75	-97960
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	601.59	-97959
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	1,599.80	-97959
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	89.83	-97959
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	594.26	-97959
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Jul - Kristi Han	816.12	-97958
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Jul - Clinton Jo	759.51	-97958
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Jul - Kristi Hansen	90.68	-97958
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Jul - Clinton Jones	84.39	-97958

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas - CH/PD	446.95	-97957
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Apr	64.40	-97957
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Mar	202.91	-97957
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Mar	284.08	-97957
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Mar	324.66	-97957
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas - FH #1	546.27	-97957
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - May	4,182.16	-97957
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas Old CH	234.85	-97957
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Old CH	26.10	-97957
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Apr	103.05	-97957
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building - 04	62.05	-97957
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	362.44	-97957
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Apr	90.17	-97957
260	456101	Cable	MEDIACOM	Internet for Cameras - Fichtne	99.99	-97956
101	212200	Credit Card Payable	FIRST BANKCARD	ZGRAVES RS AMERICAS	117.04	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	JMULDER VALENTINI'S	117.68	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	JWILLIAMS WALMART	175.31	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	LMC ANNUAL CONFERENC	425.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS AMAZON	14.87	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	LMC ANNUAL CONFERENC	425.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	JENRIGHT FLEET FARM	7.99	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS AMSOIL K-9	47.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS AMAZON	40.03	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS AMAZON	49.99	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS USPS	11.79	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	JDWYER BCA	75.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	JMULDER EMBASSY SUITES	652.80	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	JENRIGHT BCA	900.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	ZGRAVES AMAZON	231.47	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	JSALO NASRO	50.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	ABJONSKAAS MN DEPT OF LABOR	20.00	-97955
602	212200	Credit Card Payable	FIRST BANKCARD	KORME ZOOM	5.88	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	KORME ASLA MINNESOTA	180.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	GHEINBUCH SAM'S	123.96	-97955
602	212200	Credit Card Payable	FIRST BANKCARD	PSENST ADOBE	10.88	-97955
601	212200	Credit Card Payable	FIRST BANKCARD	KORME ZOOM	15.65	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	GHEINBUCH SAM'S	150.91	-97955
602	212200	Credit Card Payable	FIRST BANKCARD	PSENST GILBERTO'S	22.25	-97955

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	212200	Credit Card Payable	FIRST BANKCARD	PSENST HACH	800.20	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	PSENST MYTEE	297.42	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	GHEINBUCH SAM'S	40.96	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	SKNAPP AMAZON	25.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS SIRCHIE	287.33	-97955
601	212200	Credit Card Payable	FIRST BANKCARD	KORME ZOOM	5.88	-97955
230	212200	Credit Card Payable	FIRST BANKCARD	LMC ANNUAL CONFERENC	425.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	ABJONSKAAS FOSTER'S BAR AND GR	163.23	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	KNAPP TROY INDUSTRIES	599.35	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	ABJONSKAAS SUPER ONE	14.64	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	GHEINBUCH SAM'S	86.08	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	LMC ANNUAL CONFERENC	850.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	RTOWNER STORM TRAINING	499.00	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS DOUCETTE'S	589.91	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS AMAZON	35.97	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS ULINE	182.08	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	ZGRAVES AMAZON	461.75	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS AMAZON	79.34	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	SJOHNSON WALSGREENS	8.98	-97955
601	212200	Credit Card Payable	FIRST BANKCARD	PSENST KATOM	2,781.88	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS AMAZON	37.85	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	SJOHNSON LEM PRODUCTS	148.95	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS AMAZON	40.45	-97955
101	212200	Credit Card Payable	FIRST BANKCARD	DROSS ULINE	138.47	-97955
601	212200	Credit Card Payable	FIRST BANKCARD	PSENST ADOBE	10.88	-97955
101	422100	Fire Administration	BOUND TREE MEDICAL, LLC	Medical Supplies	201.98	72228
101	422100	Fire Administration	BOUND TREE MEDICAL, LLC	Medical Supplies	2,113.95	72228
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH3 06/22/25-07/21/25	86.99	72229
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	127.29	72230
101	431901	City Garage	CINTAS CORPORATION	Mats, Uniforms, Supplies	38.86	72230
101	431100	Street Department	CINTAS CORPORATION	Mats, Uniforms, Supplies	7.92	72230
602	494500	Sewer Maintenance	CINTAS CORPORATION	Rubber Gloves for Sanitary etc	304.35	72230
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	58.54	72230
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.48	72230
101	431100	Street Department	CINTAS CORPORATION	Uniforms	38.47	72230
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72230
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	YR 2024 Audit Services Final/G	5,935.24	72231
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	YR 2024 Audit Services Final/G	1,517.77	72231

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	YR 2024 Audit Services Final/G	1,498.24	72231
101	419901	City Hall & Police Building Maintenance	COLLINS ROOFING AND SHEET METAL	PW Roof	65,681.15	72232
275	490000	Miscellaneous Functions	CONTRACT TILE & CARPET LLC	Tile Work - EWC Locker Rms	7,844.00	72233
101	452100	Parks	CORE & MAIN LP	Water Meter Pipe Spool	385.00	72234
101	490000	Miscellaneous Functions	COSTIN GROUP MN	City Lobbyist	1,500.00	72235
601	494400	Water Administration and General	CUSTOMER ELATION INC	06/03/25 - 06/30/25 Answering	36.74	72236
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	06/03/25 - 06/30/25 Answering	24.49	72236
230	465100	HEDA	DAMON FARBER ASSOCIATES, INC.	24-227 Uptown Hermantown	18,295.00	72237
601	494300	Water Distribution	DAN'S FEED BIN	Grass Seed	269.90	72238
101	452100	Parks	DENNY'S LAWN & GARDEN	Rider Blades	112.41	72239
101	431100	Street Department	DIAMOND MOWERS LLC	Flail Mower Blades	564.05	72240
101	431100	Street Department	DIAMOND MOWERS LLC	Adapter CLTCH- ROW Mower	481.25	72240
101	421100	Police Administration	DRYER & PETERSON, P.C.	Prosecution Services Jun 2025	6,751.38	72241
327	471000	Debt Service	EHLERS & ASSOCIATES INC	Arbitrage Reporting	3,000.00	72242
326	471000	Debt Service	EHLERS & ASSOCIATES INC	Arbitrage Reporting	3,000.00	72242
460	431150	Street Improvements	EXPRESS INVESTORS OF DULUTH, LLC	TIF payment 2025 - 2nd note pa	28,054.50	72243
460	431150	Street Improvements	EXPRESS INVESTORS OF DULUTH, LLC	TIF payment 2025 - 2nd note pa	10,029.49	72243
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Meter Gaskets - Soccer	31.95	72244
101	452100	Parks	FERGUSON WATERWORKS #2516	Water meter Assy/O-Rings	846.80	72244
101	422100	Fire Administration	FIRE SAFETY USA	Fire Hose	1,961.55	72245
101	431901	City Garage	FIREPRO SPRINKLER SPECIALISTS, INC	Annual Sprinkler Inspection -	416.83	72246
602	494500	Sewer Maintenance	GPM, INC.	Ugstad LS #3 Pump	11,965.00	72247
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing Planning & Zoni	82.50	72248
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Summary of Financial Report	148.50	72248
101	421100	Police Administration	HOLIDAY COMPANIES	Car Washes - Jun 2025	45.00	72249
101	419901	City Hall & Police Building Maintenance	JOHNSTONE SUPPLY	AHU5 Filters	87.24	72250
101	419901	City Hall & Police Building Maintenance	JOHNSTONE SUPPLY	AHU2 Filters	94.68	72250
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	Cylinder Rent/Safe Env fee 5/2	64.73	72251
101	415300	Administration & Finance	MCCLURE, ALISSA	Phone/Parking LMC Conference	30.00	72252
101	415300	Administration & Finance	MCCLURE, ALISSA	Phone/Parking LMC Conference	150.00	72252
251	421100	Police Administration	MCDONOUGH K9	K-9s and Training Patrol and N	20,000.00	72253
101	452100	Parks	MILACA GENERAL RENTAL CENTER	Rough Cut Deck Mower Parts	1,060.48	72254
461	431150	Street Improvements	MILLS PROPERTIES, INC.	1st Half City Tax Abatement 20	11,385.73	72255
461	431150	Street Improvements	MILLS PROPERTIES, INC.	1st Half City Tax Abatement 20	57,980.80	72255
101	424100	Building Inspection	MINARDI LUMBER AND MILLWORK	OSB for Trailer Park Board Up	1,041.02	72256
101	415300	Administration & Finance	MN DEPARTMENT OF COMMERCE	Unclaimed Funds - Christopher	10.71	72257
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Jul 2025 Internet	360.00	72258
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Jul 2025 Internet	90.00	72258

7/16/2025

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	MONARCH PAVING COMPANY	Pothole Mix	2,368.30	72259
101	415300	Administration & Finance	MULDER, JOHN	Parking - LMC Conference	30.00	72260
101	421100	Police Administration	NAPA AUTO PARTS	Wiper Blades	46.14	72261
101	431100	Street Department	NAPA AUTO PARTS	DEF Fluid	17.69	72261
101	431901	City Garage	NAPA AUTO PARTS	Flap Grinding Discs	35.61	72261
415	465200	Community Development	NEXTEC SYSTEMS	Light/Video Wall/Speaker- Nort	90,068.78	72262
101	431901	City Garage	OXYGEN SERVICE COMPANY	Acetylene Gas Bottle Rent	18.60	72263
101	422902	Firehall #2 Morris Thomas Road	PROCTOR CANVAS PRODUCTS	Flag Repair - FH2	32.51	72264
416	452100	Parks	RUSTY PATCH NATIVES	Mulching - Fichtner Field	1,000.00	72265
101	415300	Administration & Finance	SAM'S CLUB DIRECT	Membership Dues	50.00	72266
101	419901	City Hall & Police Building Maintenance	SAM'S CLUB DIRECT	Membership Dues	45.00	72266
101	421100	Police Administration	SHRED-N-GO INC	Shredding Contract through 06/	148.93	72267
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution Jan 2025	626.70	72268
101	431100	Street Department	STONE RIVER WILDLIFE CONTROL	Beaver Removal	400.00	72269
101	431100	Street Department	STONE RIVER WILDLIFE CONTROL	Beaver Removal	200.00	72269
101	421100	Police Administration	STREICHER'S	New Hire Duty Gear	559.00	72270
101	421100	Police Administration	SUN CONTROL OF MN	Auto Tint - Squad 21	170.00	72271
101	421100	Police Administration	TACTICAL SOLUTIONS	Radar Certifications	495.00	72272
101	431100	Street Department	TARS & STRIPES	Rd Striping - BB Court Lot/Arr	600.00	72273
101	431100	Street Department	TARS & STRIPES	Rd Striping - Loberg Ave	8,300.00	72273
601	494300	Water Distribution	TENET	Lifting Sling & Ear Plugs	116.89	72274
101	421100	Police Administration	TROY'S SERVICE CENTER	Vehicle Repair - SQD 15	2,167.76	72275
101	421100	Police Administration	TROY'S SERVICE CENTER	Vehicle Repair - SQD 18	477.64	72275
101	419901	City Hall & Police Building Maintenance	UHL COMPANY INC	AHUS Repair	713.00	72276
101	415300	Administration & Finance	UNITED STATES TREASURY	Patient Centered Outcome Fee	486.67	72277
Totals: 253 records printed					682,056.33	



CITY COUNCIL MEETING DATE: July 21st, 2025

TO: Mayor & City Council

FROM: Brandon Holmes, Building Official

SUBJECT: Clarifying amendments to the Chapter 10 of the City Code

☐ **RESOLUTION:** ☒ **ORDINANCE:** 2025-14 ☐ **OTHER:**

REQUESTED ACTION

Approve clarifying amendments to the Chapter 10 of the City Code related to Housing and Buildings

BACKGROUND

The purpose of this amendment is to clean up and clarify Chapter 10 of the City Code related to Housing and Building. Due to ongoing statutory changes and new code adoptions, references and links within the code have become conflicting or obsolete. Further, this will un-adopt the extraterritorial enforcement provisions currently in place which make the City of Hermantown Building Department responsible for enforcement of the MN State Building Code in a 2-mile zone outside of City limits wherever the municipality or township has not already adopted the code. This provision appears to have been inadvertently adopted when the 2020 MN State Building Code was incorporated by reference into the City Code.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Proposed Ordinance
Exhibit A

Ordinance No. 2025-14

The City Council of the City of Hermantown Does Ordain:

**AN ORDINANCE AMENDING CHAPTER 10, HOUSING AND
BUILDINGS OF THE HERMANTOWN CITY CODE**

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to ensure public safety and to reflect updated rules, regulations and references through the amendment to Section 1000, State Building Code, and Section 1010, Flood Hazard Prevention.

Section 2. Amendment to Chapter 10. Chapter 10, Housing and Buildings, of the Hermantown Code is hereby amended to read as shown on Exhibit A attached hereto. Deleted language is struck out and added language is underlined.

Section 3. Amendment to be Inserted in Code. After this ordinance becomes effective, the changes made by this ordinance shall be made in the appropriate place in the Hermantown City Code. This ordinance shall be published in the official newspaper of the City.

Section 4. Effective Date. The provisions of this Ordinance shall be effective after adoption and immediately upon publication once in the official newspaper of the City of Hermantown.

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 1000 - State Building Code

1000.01 State Building Code Adopted. The Minnesota State Building Code, established pursuant to M.S.Minn. Stat. Chapter 326B, as they may be amended from time to time by the Minnesota Commissioner of Labor and Industry, through the BuildingConstruction Codes and Standards UnitLicensing Division, and published, shall be hereby adopted as the Building Code for the City of Hermantown, and shall be incorporated into this section with the exception of the optional chapters,~~unless specifically adopted in this ordinance.~~

~~**1000.02 Option Enforcement Provisions Adopted.** Option Enforcement Provisions Adopted, is hereby deleted.~~

~~(Am. Ord. 2024-04, passed 3-18-2024)~~

1000.03 Application, Administration and Enforcement. The application, administration and enforcement of the Minnesota State Building Code in the City shall be in accordance with M.S.Minn. Stat. Chapter 326B, as it may be amended from time to time, and Minnesota Rules Chapters 1300 and 1305, as they may be amended from time to time. The City Council, pursuant to M.S.Minn. Stat. Section 326B.133, as it may be amended from time to time, shall appoint a building official who shall attend to all aspects of Building Code administration. Additional members of ~~a City~~the Building Department shall be authorized by the City Council as needed. The Minnesota State Building Code shall be enforced within the incorporated limits of the City,~~and within the extritorial limits permitted by M.S. Section 326B.121, Subd. 2 (d), as it may be amended from time to time.~~

1000.04 Permits, Inspections and Fees. Permits shall be issued, inspections conducted and fees collected as provided for in M.S.Minn. Stat. Section 326B.153, as it may be amended from time to time.

1000.05 Surcharge. In addition to the permit fee required under Minnesota Rules Chapter 1300, the applicant for a building permit shall pay a surcharge to be remitted to the Minnesota Department of Administration as prescribed by M.S.Minn. Stat. Section 326B.148, as it may be amended from time to time.

(Am. Ord. 2021-04, passed 8-2-21)

Section 1010 - Flood Hazard Prevention

1010.01 Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1010.01.1. “Administrative authority” shall mean a state certified building official designated by the appointing authority.

1010.01.2. “Appointing authority” shall mean the City Council.

1010.01.3. “Building Department” shall mean the Building Inspection Department of the City of Hermantown.

1010.01.4. “Corporation counsel” shall mean the attorney for the City of Hermantown.

1010.01.5. “Flood hazard area” shall mean the special areas as indicated on the flood hazard boundary map, prepared by the U. S. Department of Housing and Urban Development for the City of Hermantown.

1010.01.6. “Jurisdiction” shall mean the City of Hermantown.

1010.01.7. “~~UBCMSBC~~” shall mean the ~~latest Uniform Building Code adopted by reference by current edition of~~ the Minnesota State Building Code.

1010.02 Enforcement. ~~The Hermantown Building Code~~MSBC shall be enforced and administered by the City of Hermantown within its corporate limits. The City Council of the City of Hermantown shall ~~annually~~ appoint a building official to enforce and administer the Hermantown Building Code. The administrative chapters of the ~~UBC, Chapters 1, 2 and 3, as amended by the Minnesota State Building Code,~~MSBC found in Minn. Rules Chapter 1300 shall govern the application of this Code.

1010.03 Floodproofing Permit.

1010.03.1 Permit Required. In addition to the building permits required by Minn. Rules Chapter 3 of the UBC 1300.0120, as it may be amended from time to time, a separate flood proofing permit shall be obtained from the Building Official or his or her authorized representative prior to the commencement of any improvement to any land, building or structure within any flood hazard area.

~~—1010.03.2 Application for Floodproofing Permit. To obtain a flood proofing permit, the applicant shall provide the following information to the Building Official:~~

~~——1010.03.2.1. A list of all spaces affected by the flood proofing regulations adopted by reference by this section giving flood proofing class, elevation, regulatory flood datum (RFD), floor elevations, proposed uses and contents and references to drawings and specifications which explain the flood proofing measures that apply to each space;~~

~~——1010.03.2.2. All plans and specifications for the permit shall be noted with the proposed flood proofing class of each space below the regulatory flood datum (RFD) including detailed drawings of walls and wall openings; and~~

~~——1010.03.2.3. Two copies of the owner's contingency plan, which shall describe in detail all procedures for temporary placement and removal or contingent protection proposed for items in spaces affected by the above mentioned flood proofing regulations including:~~

~~—————1010.03.2.3.1. Plans and schedules for items to be removed and locations of places above the regulatory flood datum to which they shall be removed if these contents violate restrictions associated with the flood proofing class of the space in which they are placed temporarily, including specific organizational responsibilities for accomplishing this removal.~~

~~—————1010.03.2.3.2. Procedures, materials and equipment for protecting items required to have protection by their flood proofing class but for which this protection shall be proposed to be provided contingently, including specific organizational responsibilities for accomplishing this protection.~~

~~————1010.03.3 Action on Permit Application.~~

~~————1010.03.3.1. Applications for flood proofing permits, together with all accompanying documents required under this section, shall be checked by the Building Official or his or her designated representative.~~

~~————1010.03.3.2. The applications and accompanying documents shall be reviewed as necessary by other departments of the City to check compliance with the laws and ordinances under their jurisdiction.~~

~~————1010.03.3.3. In connection with applications for a flood proofing permit, the Building Official or his or her designated representative shall determine that the regulatory flood datum elevation noted in the application shall be correct and that all requirements for the flood proofing classes selected by the applicant shall be met.~~

~~————1010.03.4 Administration. The provisions of Section 303 of Chapter 3 of the UBC, as it may be amended from time to time, shall, to the extent applicable, govern the issuance of flood proofing permits.~~

~~————1010.03.5 Posting of Permit. Any flood proofing permit that is issued shall be posted at the site of operations in a conspicuous place open to public inspection during the entire time of performance of the work and until completion of the same.~~

1010.04 Miscellaneous Provisions Relating to Permits.

1010.04.1 Posting of Permit. Any building permit that is issued shall be posted at the site of operations in a conspicuous place open to public inspection during the entire time of performance of the work and until completion of the same.

1010.04.2 Limitation on Permit. No permit to erect, repair or alter any building or structure shall authorize the use of any part of any public thoroughfare or other public ground or easement.

1010.03.4 Administration. The provisions of ~~Section 303 of Chapter 3 of the UBC~~Minn. Rules Chapters 1300.0120 and 1335, as ~~it~~they may be amended from time to time, shall, ~~to the extent applicable~~, govern the issuance of flood proofing permits.

1010.04.3 Special Permits. Special permits shall be obtained from the Building Official prior to engaging in any of the following activities:

1010.04.3.1. Moving any building or structure;

1010.04.3.2. Razing or demolishing any building;

1010.04.3.3. Fencing permits;

1010.04.3.4. In-ground pool and spa permits; and/or

1010.04.3.5. Any other construction or accessories to a building or structure the use of which shall be regulated by the provisions of the ~~Hermantown Building Code~~MSBC and which for any reason is not included in the permit for general construction.

1010.04.4 Review by Other Departments. All commercial, industrial and multi-residential development plans shall be reviewed and approved by the appropriate commission(s) of the City and the Fire ~~Inspector of the City and Life Safety Division of the Hermantown Public Safety Department~~ before any permit provided for under this section shall be issued.

1010.04.5 Compliance with Other Conditions. The Building Official shall not issue any permit under this section until all conditions and requirements placed on the development by other departments of the City have been satisfied, such as, the Planning and Zoning Commission and the Fire ~~Inspector of the City and Life Safety Division of the Hermantown Public Safety Department~~. Any permit issued by the Building Official in violation of this requirement shall be void.

1010.05 Fees.

1010.05.1 Building Permit Fees. A fee for each building permit shall be paid to the City through the Building Inspection Department. The City Council shall from time to time by resolution, establish a schedule of fees for building permits. No building permit may be issued by the Building Inspection Department of the City until the building permit fee for the building permit has been paid in full.

1010.05.2 Floodproofing Permit Fee; Inspection Fee. A fee for each flood proofing permit shall be paid to the City prior to the issuance of the permit by the Building Official. The flood proofing permit fee shall be equal to one-fourth of the building permit fee. A fee as set by the Fee Schedule, as it may be amended from time to time for each inspection made pursuant to this section shall be paid by the owner of such property at the time of such inspection.

1010.05.3 Special Permit Fees. A fee as set by the Fee Schedule, as it may be amended from time to time for each special permit shall be paid to the Building Inspector prior to the issuance of the permit by the Building Inspector.

1010.05.4 Plan Checking Fees. ~~A~~When a plan review is required by Minn. Rules Chapter 1300.0130, a plan checking fee shall be paid to the City at the time of ~~submitting plans and specifications for checking whenever plans are required to be submitted for checking under this section.~~ permit issuance. The plan checking fee shall be equal to 65% of the building permit fee, ~~unless the project is deemed a “minor project” or “master plan” by the Building Official, in which case the fee shall be 25%.~~ ~~An additional fee as set by the Fee Schedule, as it may be amended from time to time shall be paid to the City for all plan checks and inspection work relating to fire sprinkler systems.~~

1010.05.5 Surcharge.

1010.05.5.1. In addition to the fees required in the preceding provisions, the applicant shall pay to the Building Official a surcharge as set by the Fee Schedule, as it may be amended from time to time.

1010.05.5.2. The surcharges collected by the Building Official shall be remitted quarterly to the Minnesota Department of ~~Administration~~ Labor and Industry.

1010.05.6 Valuation. The determination of value or valuation under any provisions of the ~~Hermantown Building Code~~ MSBC shall be made by the Building Official. The valuation to be used in computing the permit and plan checking fees shall be the total value of all construction work for which the permit is issued to be determined in accordance with ~~Section 304 of the Uniform Building Code~~ Minn. Rules Chapter 1300.0160, as it may be amended from time to time.

1010.05.7 Work Commenced Before Permit Issued. Where work for which a permit is required by the ~~Hermantown Building Code~~ MSBC is started prior to obtaining the permit, ~~a special investigative fee, equal to the fees specified in this section~~ cost of the permit fee shall be ~~doubled, provided, however, that the payment applied.~~ Payment of the double ~~special investigation~~ fee shall not relieve any person from full compliance of the requirement of the ~~Hermantown Building Code~~ MSBC in the execution of the work nor from any other penalties prescribed by law.

1010.05.8 Other Permits. The payment of a fee in this section shall not relieve the applicant or holder of the permit from the necessity of obtaining additional permits and the payment of other fees that may be prescribed by law or ordinance, for the temporary occupation of public property, for inspection of sewer connections, water connections, gas connections or other privileges or requirements.

(Am. Ord. 2008-11, passed 12-15-08)

~~**1010.06 Floodproofing Inspections.** Buildings or structures and parts thereof that contain or utilize contingent or emergency (temporary) type flood proofing element or devices shall be subject to inspection by the Building Official at intervals of three years or less. The owner or his or her agent shall be notified at least ten days in advance of inspection date and shall be present at the inspection. The owner or his or her agent shall be responsible for demonstrating the availability, installment and proper functioning, anchorage and support of all closure assemblies and other contingent or emergency (temporary) flood proofing items. All necessary corrections of~~

~~deficiencies shall be performed within 90 calendar days of the inspection date and at the owner's expense. Failure to perform the required remedial work within the prescribed time shall be a violation of the Hermantown Building Code.~~

1010.07 Nonconforming Use. ~~A structure or the use of a structure or premises which was lawful before the passage or amendment of this section but which is not in conformity with the provisions of these regulations may be continued subject to the following conditions:~~

~~—1010.07.1. No such use shall be expanded, changed, enlarged or altered in a way which increases its nonconformity.~~

~~—1010.07.2. No structural alteration, addition or repair to any conforming structure over the life of the structure shall exceed 25% of its value at the time of its becoming a nonconforming use, unless the structure shall be permanently changed to a conforming use.~~

~~—1010.07.3. If such use is discontinued for six consecutive months, any future use of the building premises shall conform to this section. The assessor shall notify the Zoning Administrator in writing of instances of nonconforming uses which have been discontinued for a period of six months.~~

~~—1010.07.4. If any nonconforming use or structure is destroyed by any means, including floods, to an extent of 50% or more of its value, it shall not be reconstructed except in conformance with the provisions of these regulations.~~

~~—1010.07.5. Uses or adjuncts thereof which are or become nuisances shall not be entitled to continue as nonconforming uses.~~

~~—1010.07.6. Any alteration, addition or repair to any nonconforming structure which would result in substantially increasing its flood damage or flood hazard potential shall be protected as required by these regulations.~~

~~—1010.07.7. The Building Official shall maintain a list of nonconforming uses including the date of becoming nonconforming, assessed value at the time of its becoming a nonconforming use, and the nature and extent of nonconformity. This list shall be brought up to date annually.~~

~~—1010.07.8. The Building Official shall prepare a list of those nonconforming uses which have been flood proofed or otherwise protected in conformance with these regulations. He or she shall present the list to the Building Code Appeal Board which may issue a certificate to the owner stating that such uses, as a result of these corrective measures, shall be in conformance with these regulations.~~

1010.08 Building Code Appeal Board. ~~The Fire Code, established under Ord. No. 80-03, shall constitute the Building Code Appeal Board and shall operate under the same rules that govern the operation and membership of the Fire Code Appeal Board. Wherever "Fire Chief" is used in Ord. No. 80-03, it shall mean Building Official when the Fire Code Appeal Board is acting as the Building Code Appeal Board. Likewise, wherever "Hermantown Fire Code" or "State Fire~~

Marshal” are used in the Ord. No. 80-03, it shall mean the Hermantown Building Code or the State Building Inspector, respectively, when the Fire Code Appeal Board is acting as the Building Code Appeal Board.

1010.09 Appeals to the Building Code Appeals Board. Any person affected by any decision of the Building Official may appeal therefrom to the Building Code Appeal Board by serving written notice on the Building Official within ten days after knowledge or notice of the decision. The notice of appeal shall contain a complete statement of the matter in controversy, and, if from a refusal of a permit for the use of alternate material or type of construction, shall contain a guarantee of payment of all expenses of any tests made or ordered by the Building Code Appeal Board. The notice shall be accompanied by a fee as set by the Fee Schedule, as it may be amended from time to time to be retained by the City.

(Am. Ord. 2008-11, passed 12-15-08)

1010.10 Limitation on Liability. The City, the Building Official and/or any employee charged with the enforcement of the Hermantown Building Code, shall not be liable for any damage that may occur to persons or property as a result of any act required of the Building Official or any employee herein or by reason of any act or omission of the Building Official or any such employee.

1010.11 Severability. 1010.06 Building Code Appeal Board. Building Code appeals and decisions of the building official will go to the MSBC Appeals Board under Minn. Rules 1300.0230, and subject to the rules and procedures established by the Minnesota Department of Labor Construction Codes and Licensing Division.

1010.7 Severability. In the event any clause or provision this section shall be determined to be illegal or unconstitutional the determination shall not affect the validity of any other provisions of the Hermantown Building Code. In addition, in the event any provision of this section is determined to be in conflict with any provisions of the Minnesota State Building Code then the provisions of the latter shall govern this Section.



CITY COUNCIL MEETING DATE: July 21, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Rezone 0.65 acres of land area associated with parcel 395-0030-00010 from P, Public to C, Commercial

☒ **RESOLUTION:** ☒ **ORDINANCE:** 2025-15 ☐ **OTHER:**

REQUESTED ACTION

Staff recommends the approval of the proposed change to the Hermantown Zoning Map by rezoning 0.65 acres in the northwest quadrant of Parcel: 395-0030-00010 from P, Public to C, Commercial.

DESCRIPTION OF REQUEST:

Requested is the proposed change to the Hermantown Zoning Map by rezoning 0.65 acres in the northwest quadrant of Parcel: 395-0030-00010 from P, Public to C, Commercial. The purpose of the rezoning is to enlarge the 1 acre parcel (395-0010-03675) by ½ acre in order to accommodate a future development project. The 0.65 acre rezoning request includes the Stebner Road right of way which consists of approximately 0.15 acres. The purpose of including the right of way is to not create a strip of P, Public zoned property in between parcels.

SITE DATA

Address:	4798 Miller Trunk Highway
Comprehensive Plan:	Commercial
Zoning:	P, Public
Lot Size:	72 acres total
Wetlands:	None per the National Wetland Inventory
Shoreland Overlay:	No
Airport Zoning:	Zone 3 – Height restrictions only

BACKGROUND:

The site is part of the 72-acre Sunrise Funeral Home, Cremation Services, and Cemetery located at 4798 Miller Trunk Highway. It has been owned and operated by the applicant for many years. The site is in the northwest quadrant of the property bounded by W. Arrowhead Road to the north and Stebner Road to the west. The proposed area of rezoning is approximately 0.65 acres in size with dimensions of 104' x 274'. It is the plan that the ½ acre property not associated with Stebner Road right of way, would be combined with parcel 395-0010-03675 in order to create a 1 ½ acre development parcel for a future development.

In 2022, the applicant requested a zoning map amendment of 2 acres located at the northwest intersection of W. Arrowhead Road and Stebner Road. The property was rezoned from P, Public to C, Commercial and was subdivided to create two 1 acre lots. The applicant has recently been having conversations with a

developer who is looking to construct a building on the parcel but requires additional land area due to parking constraints.

A public hearing was held at the July 15, 2025 Planning and Zoning Commission meeting. There were no members of the public who spoke to the application. The Planning and Zoning Commission unanimously recommended the application to the City Council for their review and approval.

Utilities

City watermain and sanitary sewer mains are located along the entire frontage of both Arrowhead and Stebner Roads.

The site is well served by roads. Arrowhead Road from Stebner to Miller Trunk Highway is a minor arterial road. Stebner and Arrowhead Road west of the intersection are major collector roads. The site is approximately one-third of a mile from the signalized intersection of Arrowhead Road and Miller Trunk Highway.

Wetlands

The site has been cleared previously. The National Wetland Inventory does not show wetlands on the 1/2 acres requested to be rezoned, though there are wetlands indicated to the southeast.

Zoning

Applicant is requesting a rezoning from P, Public to C, Commercial.

Dimensional Standards	P	C
Height	50 feet	65 feet
Setbacks		
<i>Front</i>	35 feet	35 feet
<i>Side (abutting street)</i>	35 feet	35 feet
<i>Side</i>	15 feet	10 feet
<i>Rear</i>	25 feet	40 feet
Minimum lot area	None	None
Minimum lot width	None	None
Maximum lot coverage	35%	50%

Comprehensive Plan

The site is in a Commercial area per the newly adopted Comprehensive Plan update. Analysis of the site indicates that commercial zoning is consistent with the surrounding area which contain an apartment building to the north, a newly approved apartment to the west and a vacant parcel commercially zoned property to the NW.

The site is an unused part of a private cemetery. Rezoning and allowing future commercial development do not reduce the quantity or quality of activities and public benefits intended to be preserved by the P, Public zoning district.

SUMMARY & JUSTIFICATION:

The proposed rezoning meets the criteria of the Comprehensive Plan and the overall goals and policies of the Zoning Ordinance. The 0.65 acre site is located in an area that has an existing commercial character and development of the site could be complementary to the area. Staff recommends approval of the rezoning based on the following findings:

1. The property is included in the Commercial area of the Comprehensive Plan within which commercial zoning and commercial development are currently allowed.
2. C, Commercial uses are compatible with the surrounding uses, including an apartment building, medical clinic, vacant commercial and residential zoned property, and a privately-operated cemetery, funeral home, and cremation service.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Ordinance
Location Map
Existing Zoning Map
Proposed Zoning Map
Rezoning Exhibit

Ordinance No. 2025-15

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE
BY AMENDING THE OFFICIAL ZONING MAP
(4798 MILLER TRUNK HIGHWAY)**

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

Section 2. Purpose and Intent. The purpose of this amendment is to rezone an area legally described as:

The South 104.36 feet of the North 318.08 feet of the West 208.72 feet of Block A, SUNRISE MEMORIAL PARK, St. Louis County, Minnesota as originally platted and being described more particularly as the South 104.36 of North 346.08 feet of the West 241.72 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of NW 1/4) of Section 13, Township 50 North, Range 15 West.

AND

The South 104.36 of North 346.08 feet of the West 33.00 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of NW 1/4) of Section 13 Township 50 North, Range 15 West.

is zoned C, Commercial.

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

Dated: _____

Mayor

Attest:

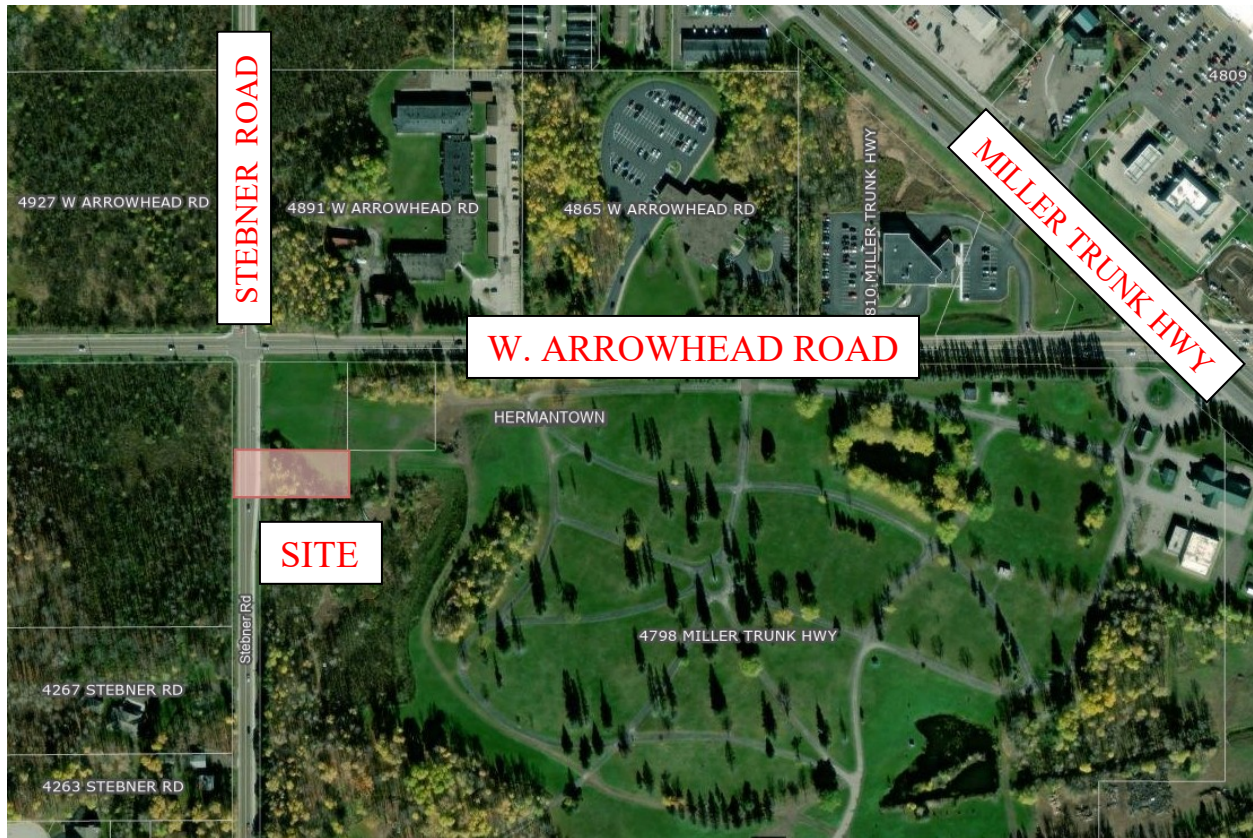
City Clerk

Adopted: _____

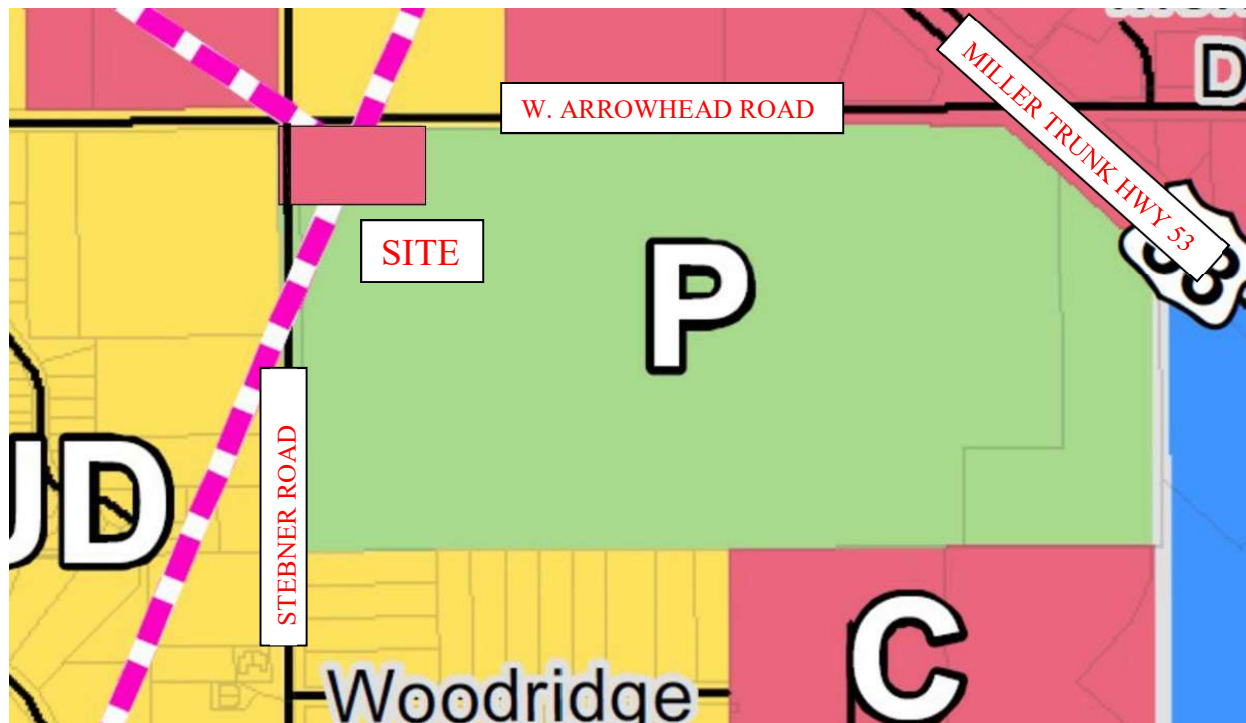
Published: _____

Effective Date: _____

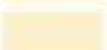
Location Map



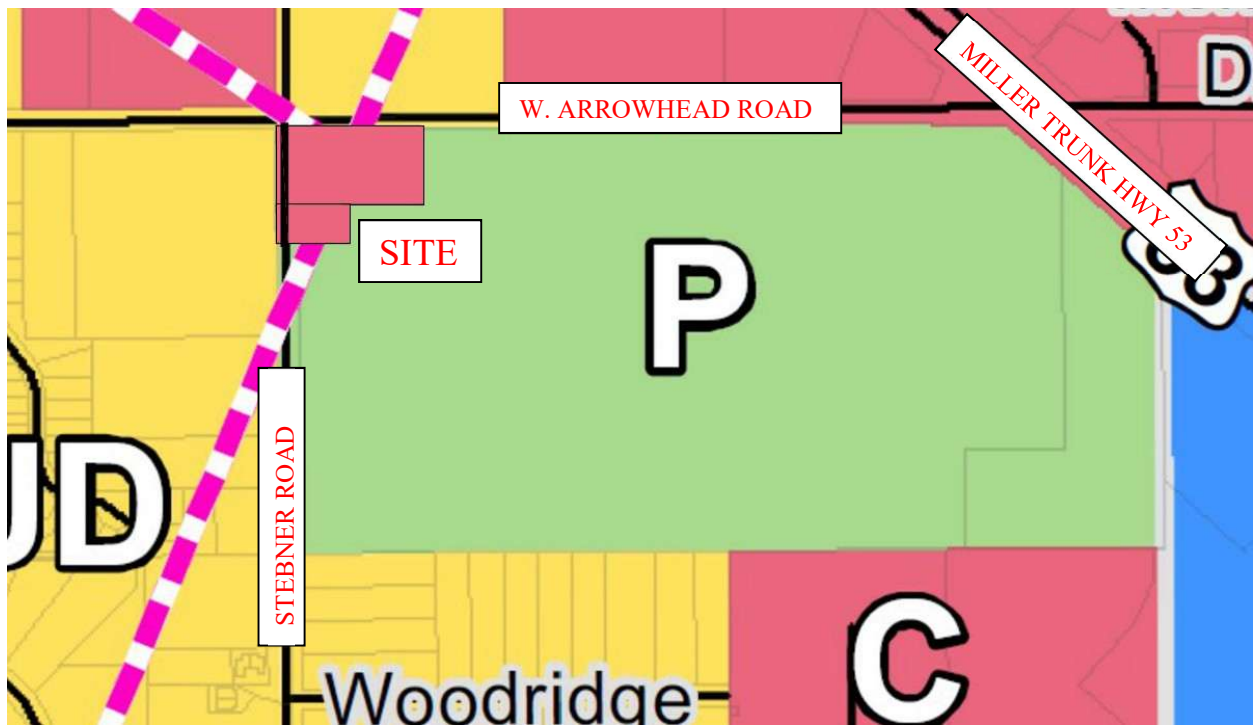
Existing Zoning Map



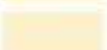
Hermantown Zoning Districts

	HM - Hermantown Marketplace		O - Conservation/Open Space
	BLM - Business/Light Manufacturing		P - Public Facilities
	C - General Commercial		PUD - Planned Unit Development
	C-1 - Office/Light Industrial		R-1 - Residential
	C1A - Sexually Orientated Uses		R-3 - Residential
	M2 - Heavy Industrial		R-3A - Multiple Family Dwellings
	HBP - Hermantown Business Park		S-1 - Rural/Suburban

Proposed Zoning Map

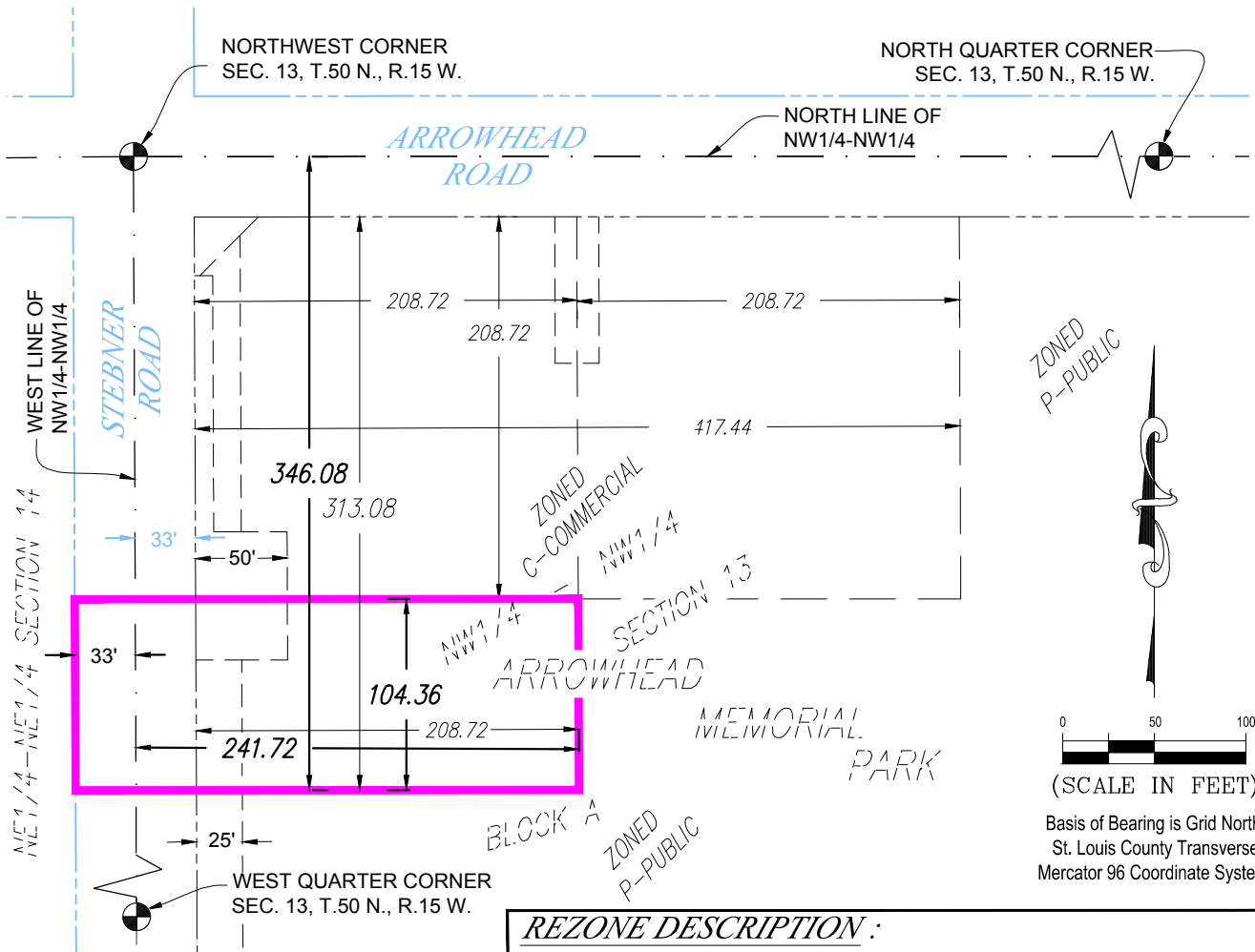


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	M2 - Heavy Industrial		R-3A - Multiple Family Dwellings
	HBP - Hermantown Business Park		S-1 - Rural/Suburban

EXHIBIT

Proposed Rezone Area



LEGEND

- REZONE AREA
- BLOCK LINE
- LOT LINE
- - - - - EASEMENT LINE
- SECTION LINE
- - - - - ROAD RIGHT-OF-WAY LINE
- FOUND ALUMINUM CAPPED MONUMENT

REZONE DESCRIPTION:

The South 104.36 of North 346.08 feet of the East 33.00 feet of the Northeast One-Quarter of the Northeast One-Quarter (NE1/4 of NE 1/4) of Section 14, Township 50 North, Range 15 West.
AND
The South 104.36 feet of the North 318.08 feet of the West 208.72 feet of Block A, SUNRISE MEMORIAL PARK, St. Louis County, Minnesota as originally platted and being described more particularly as the South 104.36 of North 346.08 feet of the West 241.72 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of NW 1/4) of Section 13, Township 50 North, Range 15 West.
AND
The South 104.36 of North 346.08 feet of the West 33.00 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of NW 1/4) of Section 13 Township 50 North, Range 15 West.

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.

Print Name: Paul A. Vogel

License # 44075

Signature:

Date: 6/11/2025

DATE PREPARED: 6/11/25

PROJ NO: 250377

FILE: 250377 Zonin

SHEET 1 of 1 SHEETS



21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446

CITY COUNCIL MEETING DATE: July 21, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Correct legal description associated with rezoning at Sunrise Cemetery

☒ **RESOLUTION:** ☒ **ORDINANCE:** 2025-16 ☐ **OTHER:**

REQUESTED ACTION

Staff recommends the approval of the corrected legal description associated with the rezoning at Sunrise Cemetery northwest quadrant of Parcel: 395-0030-00010 from P, Public to C, Commercial.

DESCRIPTION OF REQUEST:

In 2022, the City Council rezoned two acres of land in the northwest corner of the Sunrise Cemetery under Ordinance 2022-07. During the course of researching the parcel data and creating a rezoning description for the proposed 0.65 acre rezoning of property south of this parcel, the surveyor discovered a discrepancy in the legal description of the original rezoning.

The new proposed legal description now matches the area of what was intended with the original rezoning under Ordinance 2022-07. The new description is lengthier to be clear as to include any portion of platted and vacated ARROWHEAD MEMORIAL PARK along with the 33 feet of Stebner Road in Section 14.

SUMMARY & JUSTIFICATION:

The proposed rezoning meets the criteria of the Comprehensive Plan and the overall goals and policies of the Zoning Ordinance. The 0.65 acre site is located in an area that has an existing commercial character and development of the site could be complementary to the area. Staff recommends approval of the rezoning based on the following findings:

1. The property is included in the Commercial area of the Comprehensive Plan within which commercial zoning and commercial development are currently allowed.
2. C, Commercial uses are compatible with the surrounding uses, including an apartment building, medical clinic, vacant commercial and residential zoned property, and a privately-operated cemetery, funeral home, and cremation service.

SOURCE OF FUNDS (if applicable)

N/A



ATTACHMENTS

Ordinance
Location Map
Rezoning Exhibit

Ordinance No. 2025-16

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE
BY AMENDING THE OFFICIAL ZONING MAP
(4798 MILLER TRUNK HIGHWAY)**

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

Section 2. Purpose and Intent. The purpose of this amendment is to rezone an area legally described as:

483.44 feet east to west and 208.72 feet north to south in the northwest corner of Section 13, being part of ARROWHEAD MEMORIAL PARK, vacated ARROWHEAD MEMORIAL PARK and adjoining right of way on Stebner Road the property is zoned C, Commercial. Said rezone area being more particularly described as follows: The South 208.72 feet of the North 241.72 feet of the West 450.44 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of the NW 1/4) of Section 13, AND the East 33.00 feet of the South 208.72 feet of the North 241.72 feet of the Northeast One-Quarter of the Northeast One-Quarter (NE1/4 of the NE 1/4) of Section 14; all in Township 50 North, Range 15 West, St. Louis County, Minnesota.

is zoned C, Commercial.

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

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

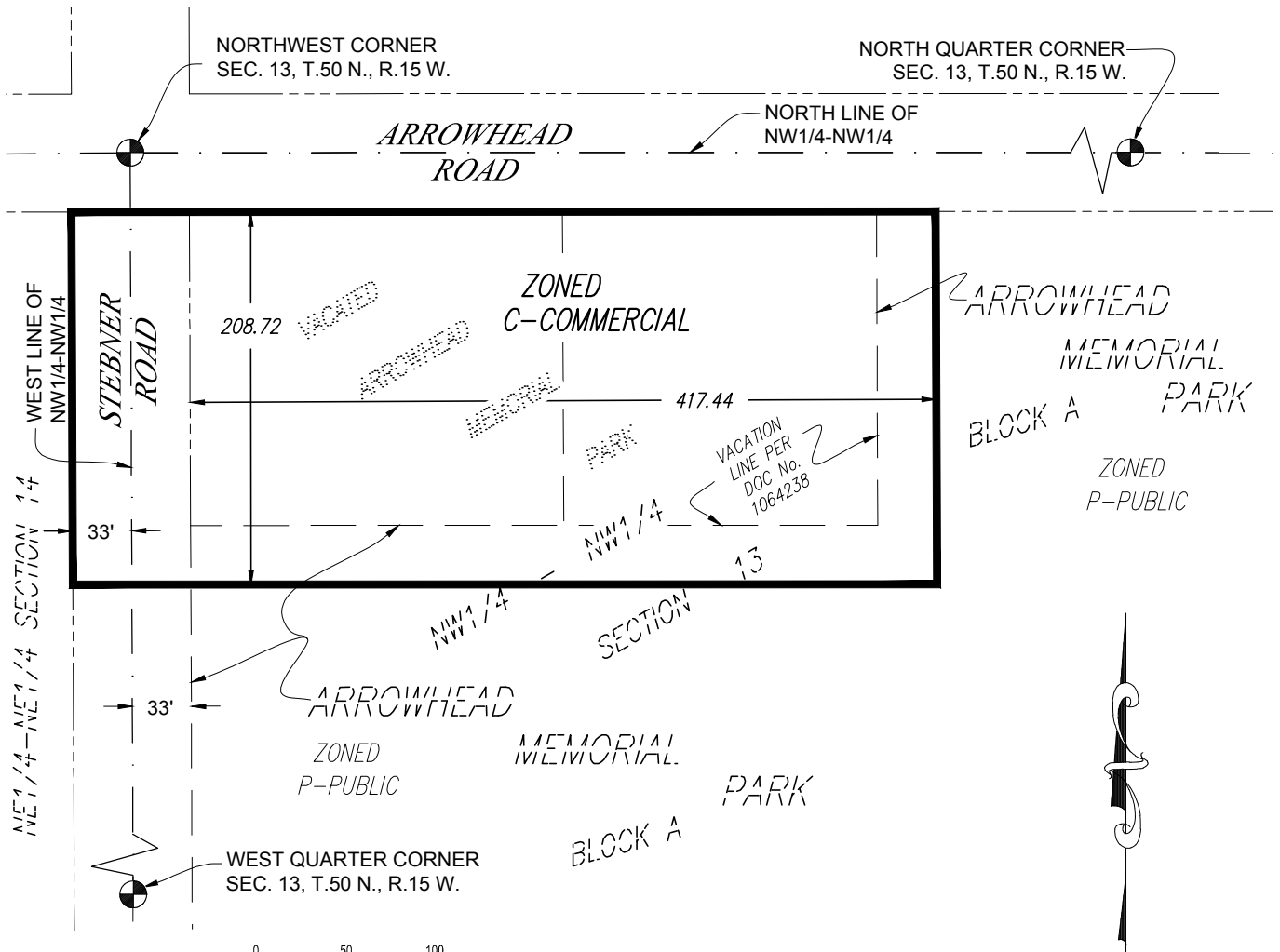
Published: _____

Effective Date: _____

Location Map



EXHIBIT



0 50 100
(SCALE IN FEET)

Basis of Bearing is Grid North,
St. Louis County Transverse
Mercator 96 Coordinate System.

LEGEND

- ZONING DIVISION LINE
- BLOCK LINE
- LOT LINE
- SECTION LINE
- ROAD RIGHT-OF-WAY LINE
- FOUND ALUMINUM CAPPED MONUMENT

DESCRIPTION:

That part of ARROWHEAD MEMORIAL PARK, vacated ARROWHEAD MEMORIAL PARK and adjoining right of way on Stebner Road being more particularly described as follows: The South 208.72 feet of the North 241.72 feet of the West 450.44 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of the NW 1/4) of Section 13, AND the East 33.00 feet of the South 208.72 feet of the North 241.72 feet of the Northeast One-Quarter of the Northeast One-Quarter (NE1/4 of the NE 1/4) of Section 14; all in Township 50 North, Range 15 West, St. Louis County, Minnesota.

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.

Print Name: Paul A. Vogel

License # 44075

Signature:

Date: 6/23/2025

DATE PREPARED: 6/23/25

PROJ NO: 250377

FILE: 250377 Zonin

SHEET 1 of 1 SHEETS



21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446



CITY COUNCIL MEETING DATE: July 21, 2025

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Approve Plans and Order Advertisement For Bids For Construction Hermantown Trail Sections 4 And Part Of 3

☒ **RESOLUTION:** 2025-111 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve plans and order advertisement for bids for the 2025 Construction Hermantown Trail Sections 4 and part of 3.

BACKGROUND

NCE has prepared plans for the Construction Hermantown Trail Sections 4 and part of 3. The if authorized the Clerk will prepare the official newspaper an advertisement for bids for the Project in accordance with the plans and specifications approved by the City Council. The advertisement for bids shall be published in the Hermantown Star on, July 24, 31 and August 7, 2025. Bids will be publicly opened and tabulated by the Public Works Director and the City Clerk on Thursday, August 14, 2025 and the tabulated bids will be considered at the City Council meeting on Aug 18, 2025 at 6:30 p.m.

It is recommended that the City make accept the plans, specifications, and order advertisement for bids.

SOURCE OF FUNDS (if applicable)

412-419100-305

ATTACHMENTS

Resolution
Advertisement for Bids
Partial Plans

Resolution No. 2025-111

Resolution Approving Final Plans and Specifications and Ordering Advertisement for Bids for the 2025 Construction Hermantown Trail Sections 4 and Part Of 3

WHEREAS, Northland Consulting Engineers (“Consultant”) has prepared final plans and specifications for Hermantown Trail Sections 4 and Part of 3 (“Project”); and

WHEREAS, such scope of work has been presented to the City Council; and

WHEREAS, the City Council has reviewed such scope of work and believes it to be in the best interest of the City of Hermantown to approve such scope of work; and

WHEREAS, by law the City of Hermantown is obligated to advertise for bids for the repair described in the scope of work; and

WHEREAS, the City Council believes that it is in the best interest of the City of Hermantown that such bids be advertised for at the earliest possible time.

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

1. The City Clerk is hereby further authorized and directed to prepare and cause to be inserted in the Hermantown Star, the official newspaper an advertisement for bids for the Project in accordance with the plans and specifications approved by the City Council. The advertisement for bids shall be published in the Hermantown Star on, July 24, 31 and August 7, 2025.
2. Such advertisement shall specify the work to be done, shall state that the bids will be publicly opened and tabulated by the Public Works Director and the City Clerk on **Thursday, August 14, 2025** that the tabulated bids will be considered at the City Council meeting on **Aug 18, 2025 at 6:30 p.m.**
3. The notice to be published shall be substantially in the form of the one attached hereto as Exhibit A.

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 July 21, 2025.

EXHIBIT A

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Hermantown, Minnesota, will receive bids at the office of the City Clerk until **10:00 a.m. Local Time, Thursday, August 14, 2025** for the City of Hermantown – **2025 Construction of Hermantown Trail Sections 4 and Part of 3.**

All bids shall be made on BidExpress and shall be accompanied by an electronic bid bond or certified check payable to the order of the City of Hermantown for not less than five percent (5%) of the amount bid.

Digital image copies of the Bidding Documents are available on BidExpress: City of Hermantown Project #2025-03. Bids shall be submitted via BidExpress. Active projects can be found at <https://www.bidexpress.com/solicitations/71815>, the City of Hermantown home page. The City Council reserves the right to reject all bids. All bids and the award of bid shall be subject to the Competitive Bidding Rules of the City of Hermantown.

Bids will be opened and compiled by the City Clerk and the Public Works Director at **10:00 a.m. on Thursday, August 14, 2025** at the City Administrative Services Building, located at 5105 Maple Grove Road. Any questions regarding the project should be directed to Paul Senst at the City of Hermantown.

Authorized by the City Council.

ALISSA McCLURE, CLERK
City of Hermantown

Publication: Hermantown Star (July 24, 31 and August 7, 2025)

CITY OF HERMANTOWN

DEPARTMENT OF PUBLIC WORKS AND UTILITIES

CONSTRUCTION PLANS FOR:

KEENE CREEK TRAIL SEGMENT 4 TRAIL CONSTRUCTION

HERMANTOWN, MN 55811

LOCATION: FROM MORRIS THOMAS ROAD TO CARLSON ROAD

SEGMENT 4 NORTH LENGTH: 3,017.24 FEET 0.571 MILES

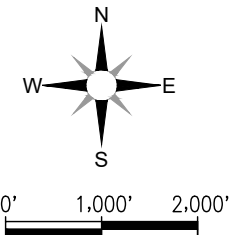
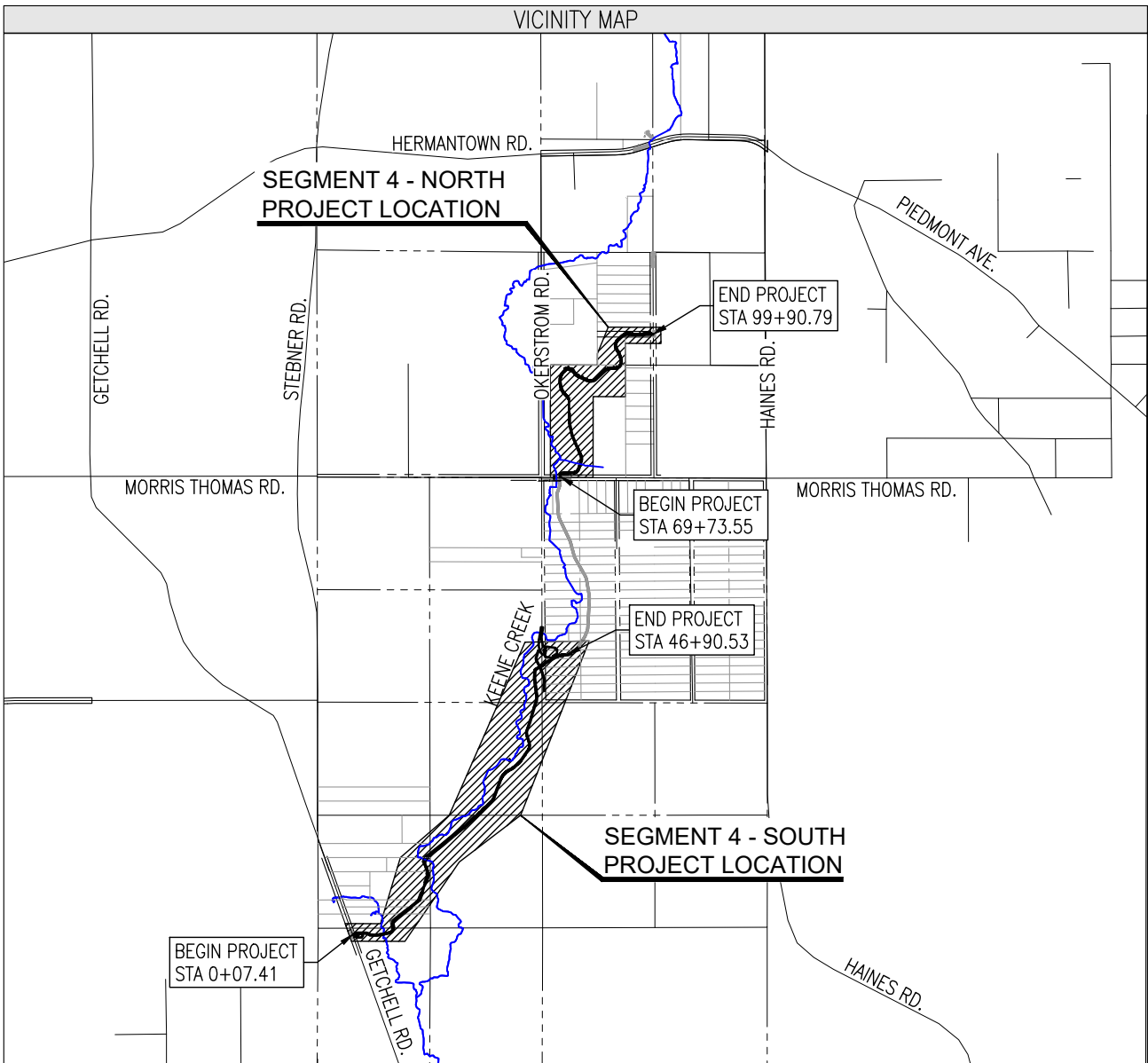
LOCATION: FROM GETCHELL ROAD TO KEENE CREEK PARK

SEGMENT 4 SOUTH LENGTH: 4,678.79 FEET 0.886 MILES



1-800-252-1166

VICINITY MAP



PROJECT LOCATION
ST. LOUIS COUNTY
CITY OF HERMANTOWN

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
SITE PROPERTY	=====	=====
SECTION	-----	-----
RIGHT OF WAY	-----	-----
EASEMENT	-----	-----
LOT	-----	-----
BENCHMARK	△	△
SURVEY MONUMENT	⊙	⊙ ⊙ ⊙ ⊙
CENTERLINE	-----	-----
PAVEMENT	=====	=====
PAVERS	=====	=====
CONCRETE	=====	=====
SIDEWALK	=====	=====
GRAVEL	=====	=====
RIP RAP	=====	=====
CURB & GUTTER	=====	=====
CURB & GUTTER	=====	N/A
STRIPING	=====	=====
ADA DOMES	=====	=====
FLAG POLE	=====	=====
MAIL BOX	=====	=====
POST	=====	=====
BOLLARD	=====	=====
PARKING METER	=====	=====
SIGN	=====	=====
CHAIN LINK FNC	=====	=====
BARB WIRE FNC	=====	=====
FNC	=====	=====
GUARD RAIL	=====	=====
VEGETATION	=====	=====
TREE	=====	=====
WETLAND	N/A	=====
BUILDING	=====	=====
WALL	=====	=====
DOORS	=====	=====
OVERHANG	=====	=====
STOOP	=====	N/A
FOOTING	=====	=====
DOWN DRAIN	=====	=====
MJR CONTOUR	500	500
MNR CONTOUR	499	499
TOP OF SLOPE	TOP	TOP
TOE OF SLOPE	TOE	TOE
DAYLIGHT FILL	F	N/A
DAYLIGHT CUT	C	N/A
FLOW LINE	=====	=====
OVERHEAD	OH	OH
UTILITY POLE	=====	=====
GUY WIRE	=====	=====
VALVE	=====	=====
UTILITY BOX	=====	=====
METER	=====	=====
CLEANOUT	=====	=====
STORM PIPE	=====	=====
STORM MH	=====	=====
CB - SQUARE	=====	=====
CB - ROUND	=====	=====
APRON	=====	=====
FORCEMAIN	FM	FM
SANITARY	=====	=====
SANITARY MH	=====	=====
WATER LINE	W	W
WATER MH	=====	=====
HYDRANT	=====	=====
WELL	=====	=====
GAS PIPE	G	G
GAS MH	=====	=====
REGULATOR	=====	=====
ELECTRICAL	E	E
ELEC MH	=====	=====
LIGHT POLE	=====	=====
TRANSFORMER	=====	=====
OUTLET	=====	=====
FIBER OPTIC	FO	FO
TELECOM	T	T
CABLE	CBL	CBL
COMM MH	=====	=====

DEFINITIONS

ABBREVIATION	DESCRIPTION
EG	EXISTING GRADE
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE
N/A	NOT AVAILABLE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENT

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR CONSTRUCTION' SHALL GOVERN. AVAILABLE AT: <http://www.dot.state.mn.us/pre-letting/spec/>

THE 2022 EDITION OF THE CITY OF HERMANTOWN STANDARD CONSTRUCTION SPECIFICATIONS AND SUPPLEMENTS OR ADDENDUMS SHALL APPLY. AVAILABLE AT: GOVERNMENTAL SERVICES BUILDING <https://hermantownmn.com/departments/community-development/construction-standards/>

UTILITY DETAIL LEVEL

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

WARNING:

LOCATION OF UNDERGROUND UTILITIES TO BE VERIFIED BY CONTRACTOR. CALL BEFORE DIGGING. GOPHER STATE ONE CALL 1-800-252-1166 REQUIRED BY LAW.

BASIS OF BEARING/CONTROL

CONTROL BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996

POINT NAME:	NORTHING:	EASTING:	ELEVATION:
BENCHMARK (GETCHELL ROAD)	3334646.20	4821328.96	1209.74
BENCHMARK (KEENE CREEK PARK)	3337954.59	4823855.24	1254.11

SHEET INDEX

SHEET NO	DESCRIPTION
1	TITLE
2	SEQ
3-6	TYPICAL SECTIONS
7	LAYOUT SEGMENT 4 - SOUTH
8	LAYOUT SEGMENT 4 - NORTH
9-10	TABULATIONS
11-17	DETAILS
18	GENERAL NOTES
19-21	SIGNAGE PLAN
22-36	PLAN AND PROFILE
37	BOX CULVERT DETAILS
38-39	BRIDGE CULVERT PROFILES
40-47	SWPPP PLAN
48	SWPPP NOTES
49	SWPPP NARRATIVE
50-52	TRAFFIC CONTROL
53-77	CROSS SECTIONS
78-79	WALL PROFILE
80-81	EXCAVATION TABLES
82-83	EMBANKMENT TABLES
84-87	CONCRETE PAD LOCATIONS
88	BRIDGE PLAN & PROFILE

---THIS PLAN CONTAINS 98 SHEETS---

CITY APPROVAL

PRELIMINARY
NOT FOR CONSTRUCTION

APPROVED

HERMANTOWN CITY ENGINEER

DATE



KEENE CREEK TRAIL
TRAIL CONSTRUCTION
HERMANTOWN, MN 55811

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
PRELIMINARY
NOT FOR CONSTRUCTION
Engineer: DAVID G. BOLF
Lic. No: 40926

revision
Proj: 23-8004
Date: 06/30/25
Drawn: DRH
Checked: TLL

TITLE
Sheet Title
Sheet Number

1

V:\Projects\23-8004 - Hermantown Trail Project\Design Engineering\DWG Title.dwg Jul 16, 2025 - 1:40pm lrygve

CONSTRUCTION NOTES	
1	NO EXTRA PAYMENT WILL BE MADE FOR MOVING, PLACING OR TEMPORARY STOCKPIILING OF EXCAVATION, EMBANKMENT AND/OR BORROW MATERIAL.
2	BITUMINOUS MIXTURES ARE BASED ON 115 LBS PER SQ YD PER INCH OF DEPTH
3	EXCAVATION AND INSTALLATION IS INCLUDED IN PAYMENT OF PIPE CULVERTS AND APRONS.
4	ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.
5	INSTALLATION IS INCIDENTAL TO SIGN PANELS TYPE C.
6	ITEM SHALL INCLUDE ALL COSTS TO FURNISH, INSTALL, AND MAINTAIN THE CONSTRUCTION EXIT(S) UTILIZED ON THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT.
7	SEED MIXTURE 36-311 TO BE PLACED IN UPLAND AREAS AT A SEEDING RATE OF 100 LB/ACRE
8	SEED MIXTURE 34-361 TO BE PLACED IN WETLAND AREAS AT A SEEDING RATE OF 31.5 LB/ACRE
9	TOPSOIL TO BE SALVAGED FROM ALL DISTURBED TURF AND STOCKPILED FOR REPLACEMENT DURING FINAL STABILIZATION.
10	QUANTITY INCLUDES BARREL SECTION TO BE ADDED TO EXISTING MANHOLES TO BRING CASTING ASSEMBLY TO FINISHED GRADE. EXTERNAL MANHOLE SEAL TO BE USED AT BOTH CONNECTION POINTS ON NEW BARREL ADDITION.
11	CONVERSION FACTOR USED TO TRACK QUANTITIES. 1.4 TONS = 1 CY (LV). 1.25 CY (LV) = 1 CY (CV)
12	ALL ITEMS SHOWN IN DRAINAGE SWALE SECTION DETAIL ARE INCIDENTAL TO THE CONSTRUCTION OF THE SWALE WITH THE EXCEPTION OF TOPSOIL AND SEED.
13	ALL ITEMS SHOWN IN CONCRETE PAD DETAIL ARE INCIDENTAL TO INSTALLATIONS. THIS INCLUDES EXCAVATION, EMBANKMENT, AND FURNISHINGS.

KNOWN UTILITY			
COMPANY	SERVICE	TELEPHONE	CONTACT NAME
GOPHER STATE ONE CALL	LOCATORS	218-252-1166	
CITY OF HERMANTOWN – ENGINEERING	W, S, SS	218-730-5200	
MN ENERGY RESOURCES	GAS		
MnDOT STANDARD PLATES			
THE FOLLOWING STANDARD PLATES APPROVED BY FHWA SHALL APPLY			
3133	RIPRAP AT RCP OUTLETS		
7038	DETECTABLE WARNING SURFACE		
EARTHWORK SUMMARY TABLE			
	SEGMENT 4 – NORTH (CY)	SEGMENT 4 – NORTH (CY)	TOTAL (CY)
EXCAVATION			
EXCAVATION COMMON – TRAIL	2,649	3,134	5,783
EXCAVATION – MUCK	508	814	1,322
EXCAVATION COMMON – TOPSOIL IN FILL AREAS	834	1,939	2,773
EXCAVATION COMMON – TOTAL	3,991	5,887	9,878
EMBANKMENT			
COMMON EMBANKMENT	1,754	2,171	3,925
GRANULAR EMBANKMENT – BOX CULVERT	472	1,038	1,510
GRANULAR EMBANKMENT – MUCK	508	14	522
TOTAL EMBANKMENT	2,734	3,223	5,957
EXCAVATION – COMMON			9,878
EMBANKMENT			5,957
CUT/FILL			3,921

STATEMENT OF ESTIMATED QUANTITIES							
LINE ITEM NO.	NOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	SEGMENT 4 - SOUTH	SEGMENT 4 - NORTH	TOTAL ESTIMATED QUANTITY
1		2021.501	MOBILIZATION	LS	0.5	0.5	1
2		2101.502	CLEARING	ACRE	1.39	1.45	3
3		2101.502	GRUBBING	ACRE	3.14	3.24	6
4		2104.602	SALVAGE BOULDER	EACH	30	0	30
5		2106.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	3,215	1,986	5,201
6		2106.507	GRANULAR EMBANKMENT (CV)	CY	917	980	1,897
7		2106.507	EXCAVATION - MUCK	CY	814	508	1,322
8		2106.507	EXCAVATION - ROCK	CY	0	500	500
9		2106.507	EXCAVATION - COMMON	CY	4,097	3,709	7,806
10		2106.507	COMMON EMBANKMENT (CV)	CY	2,171	1,754	3,925
11		2108.504	GEOTEXTILE FABRIC TYPE 5	SY	12,911	8,152	21,063
12		2211.507	AGGREGATE BASE (CV) CLASS 5	CY	947	2,103	3,050
13		2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5	CY	197	149	346
14		2301.504	CONCRETE PAVEMENT 6"	SY	90.0	11.1	101
15	2	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	950	650	1,600
16	2	2360.509	TYPE SP 9.5 NON WEARING COURSE MIXTURE (3,B)	TON	60	0	60
17		2411.604	MODULAR BLOCK RETAINING WALL	SF	5,650	3,150	8,800
18		2412.502	6X4 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	0	2	2
19		2412.502	9X6 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2	0	2
20		2412.503	6X4 PRECAST CONCRETE BOX CULVERT	LF	0	48	48
21		2412.503	9X6 PRECAST CONCRETE BOX CULVERT	LF	64	0	64
22	3	2501.502	15" CP PIPE CULVERT	LF	186	165	351
23	3	2501.503	15" GS PIPE APRON	EACH	12	12	24
24	3	2501.502	18" CP PIPE CULVERT	LF	0	38	38
25	3	2501.503	18" GS PIPE APRON	EACH	0	2	2
26	3	2501.502	24" CP PIPE CULVERT	LF	138	0	138
27	3	2501.503	24" GS PIPE APRON	EACH	10	0	10
28	3	2501.502	36" CP PIPE CULVERT	LF	94	0	94
29	3	2501.503	36" GS PIPE APRON	EACH	4	0	4
30		2502.602	6" STORM SEWER CLEANOUT	EACH	2	0	2
31	10	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007C	LF	11	0	11
32		2511.507	RANDOM RIPRAP CLASS III	CY	23	29	52
33		2531.618	TRUNCATED DOMES	SF	32	16	48
34		2557.502	SALVAGE VEHICULAR GATE	EACH	1	0	1
35		2557.502	VEHICULAR GATE	EACH	1	2	3
36	4	2563.601	TRAFFIC CONTROL	LS	0.5	0.5	1
37	5	2564.518	SIGN PANELS TYPE C	SF	59.83	59.00	119
38	6	2573.501	STABILIZED CONSTRUCTION EXIT	LS	0.5	0.5	1
39		2573.502	CULVERT END CONTROL	EACH	12	7	19
40		2573.503	SILT FENCE, TYPE HI	LF	8,535	5,320	13,855
41		2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	595	465	1,060
42	7	2575.604	RAPID STABILIZATION METHOD 4 - UPLAND	SY	0	0	0
43	8	2575.604	RAPID STABILIZATION METHOD 4 - WETLAND	SY	6,740	5,069	11,809

Northland

Consulting Engineers L.L.P.

Structural, Civil and Forensic Engineering Services

Voices: (218) 727-5995

Fax: (218) 727-7779

KEENE CREEK TRAIL

TRAIL CONSTRUCTION

HERMANTOWN, MN 55811

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

PRELIMINARY
NOT FOR CONSTRUCTION

XX/XX/XX

Lic. No.: 40926

Engineer: DAVID G. BOLF

revision

Proj: 23-8004

Date: 06/30/25

Drawn: DRH

Checked: TLL

SEQ

Sheet Title

Sheet Number

2

V:\Projects\23-8004 - Hermantown Trail Project\Design Engineering\DWG Title.dwg Jul 16, 2025 - 1:40pm lrygve

CONSTRUCTION NOTES	
1	NO EXTRA PAYMENT WILL BE MADE FOR MOVING, PLACING OR TEMPORARY STOCKPIILING OF EXCAVATION, EMBANKMENT AND/OR BORROW MATERIAL.
2	BITUMINOUS MIXTURES ARE BASED ON 115 LBS PER SQ YD PER INCH OF DEPTH
3	EXCAVATION AND INSTALLATION IS INCLUDED IN PAYMENT OF PIPE CULVERTS AND APRONS.
4	ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.
5	INSTALLATION IS INCIDENTAL TO SIGN PANELS TYPE C.
6	ITEM SHALL INCLUDE ALL COSTS TO FURNISH, INSTALL, AND MAINTAIN THE CONSTRUCTION EXIT(S) UTILIZED ON THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT.
7	SEED MIXTURE 36-311 TO BE PLACED IN UPLAND AREAS AT A SEEDING RATE OF 100 LB/ACRE
8	SEED MIXTURE 34-361 TO BE PLACED IN WETLAND AREAS AT A SEEDING RATE OF 31.5 LB/ACRE
9	TOPSOIL TO BE SALVAGED FROM ALL DISTURBED TURF AND STOCKPILED FOR REPLACEMENT DURING FINAL STABILIZATION.
10	QUANTITY INCLUDES BARREL SECTION TO BE ADDED TO EXISTING MANHOLES TO BRING CASTING ASSEMBLY TO FINISHED GRADE. EXTERNAL MANHOLE SEAL TO BE USED AT BOTH CONNECTION POINTS ON NEW BARREL ADDITION.
11	CONVERSION FACTOR USED TO TRACK QUANTITIES. 1.4 TONS = 1 CY (LV). 1.25 CY (LV) = 1 CY (CV)
12	ALL ITEMS SHOWN IN DRAINAGE SWALE SECTION DETAIL ARE INCIDENTAL TO THE CONSTRUCTION OF THE SWALE WITH THE EXCEPTION OF TOPSOIL AND SEED.
13	ALL ITEMS SHOWN IN CONCRETE PAD DETAIL ARE INCIDENTAL TO INSTALLATIONS. THIS INCLUDES EXCAVATION, EMBANKMENT, AND FURNISHINGS.

KNOWN UTILITY			
COMPANY	SERVICE	TELEPHONE	CONTACT NAME
GOPHER STATE ONE CALL	LOCATORS	218-252-1166	
CITY OF HERMANTOWN – ENGINEERING	W. S, SS	218-730-5200	
MN ENERGY RESOURCES	GAS		
MnDOT STANDARD PLATES			
THE FOLLOWING STANDARD PLATES APPROVED BY FHWA SHALL APPLY			
3133	RIPRAP AT RCP OUTLETS		
7038	DETECTABLE WARNING SURFACE		
EARTHWORK SUMMARY TABLE			
	SEGMENT 4 – NORTH (CY)	SEGMENT 4 – NORTH (CY)	TOTAL (CY)
EXCAVATION			
EXCAVATION COMMON – TRAIL	2,649	3,134	5,783
EXCAVATION – MUCK	508	814	1,322
EXCAVATION COMMON – TOPSOIL IN FILL AREAS	834	1,939	2,773
EXCAVATION COMMON – TOTAL	3,991	5,887	9,878
EMBANKMENT			
COMMON EMBANKMENT	1,754	2,171	3,925
GRANULAR EMBANKMENT – BOX CULVERT	472	1,038	1,510
GRANULAR EMBANKMENT – MUCK	508	14	522
TOTAL EMBANKMENT	2,734	3,223	5,957
EXCAVATION – COMMON			9,878
EMBANKMENT			5,957
CUT/FILL			3,921

STATEMENT OF ESTIMATED QUANTITIES							
LINE ITEM NO.	NOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	SEGMENT 4 - SOUTH	SEGMENT 4 - NORTH	TOTAL ESTIMATED QUANTITY
44		2582.503	4" SOLID LINE PAINT	LF	190	0	190
45		2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SF	180	0	180
46		-	PAVILION	LS	1	0	1
47		-	TAPCO SIGNS	EACH	0	4	4
48	12	2502.503	6" PERF PVC PIPE DRAIN	LF	200	0	200
49		-	CONCRETE RESTING PAD	EACH	16	20	36
50		-	BRIDGE	LS	1	0	1
51		-	TRASH RECEPTACLES	EACH	16	20	36
52		-	BENCHES	EACH	16	20	36
53		-	TK-PERMACLEAN VOC	GAL	9	7	16
54		-	TK-ANTI-GRAFFITI PRIMER 1450	GAL	13	9	22
55		-	FULL DEPTH REPAIR	EACH	1	0	1
ADD ALTERNATIVE NO. 1 (KEENE CREEK PARK PARKING LOT)							
56		2211.507	AGGREGATE BASE (CV) CLASS 5	CY	500		500
57		2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	350		350
58		2360.509	TYPE SP 9.5 NON WEARING COURSE MIXTURE (3,B)	TON	350		350
59		2573.503	SILT FENCE, TYPE HI	LF	986		986
60		2575.604	RAPID STABILIZATION METHOD 4	SY	1165		1165
61			BARRIER ROCK PLACEMENT	EACH	47		47
62			MONUMENT SIGN	EACH	1		1
63			REMOVE GUARD RAIL	EACH	2		2
64			REMOVE LIGHT POLE	EACH	2		2
65			REMOVE GATE	EACH	1		1
66			ADA SIGNAGE	EACH	3		3
67			ADA PAVEMENT MARKING	EACH	2		2
68			GEOTEXTILE FABRIC TYPE 5	SY	2928		2928
69			SALVAGED CLASS 5	CY	1013		1013
70			COMMON EXCAVATION	CY	1013		1013
71			LIGHT POLE	EACH	3		3
72		2582.503	4" SOLID LINE PAINT	LF	1124		1124
73		2502.503	6" PERF PVC PIPE DRAIN	LF	108		108



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KEENE CREEK TRAIL

TRAIL CONSTRUCTION

HERMANTOWN, MN 55811

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NOT FOR CONSTRUCTION

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Lic. No.: 40926

Engineer: DAVID G. BOLF

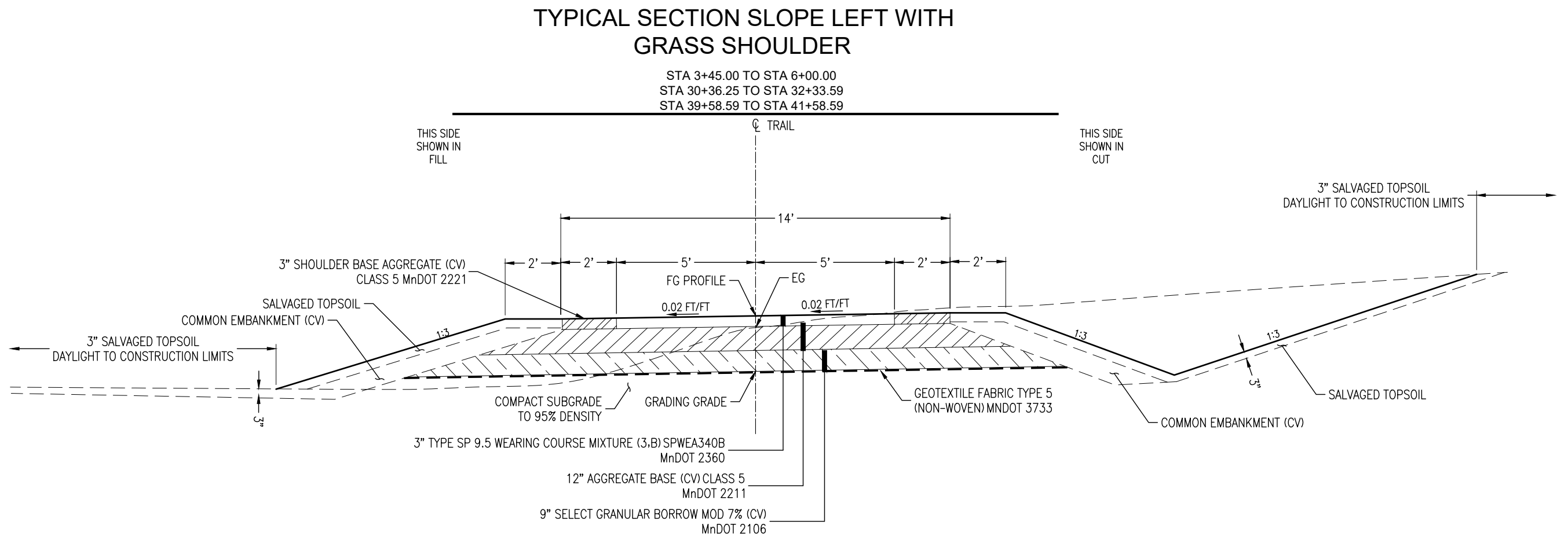
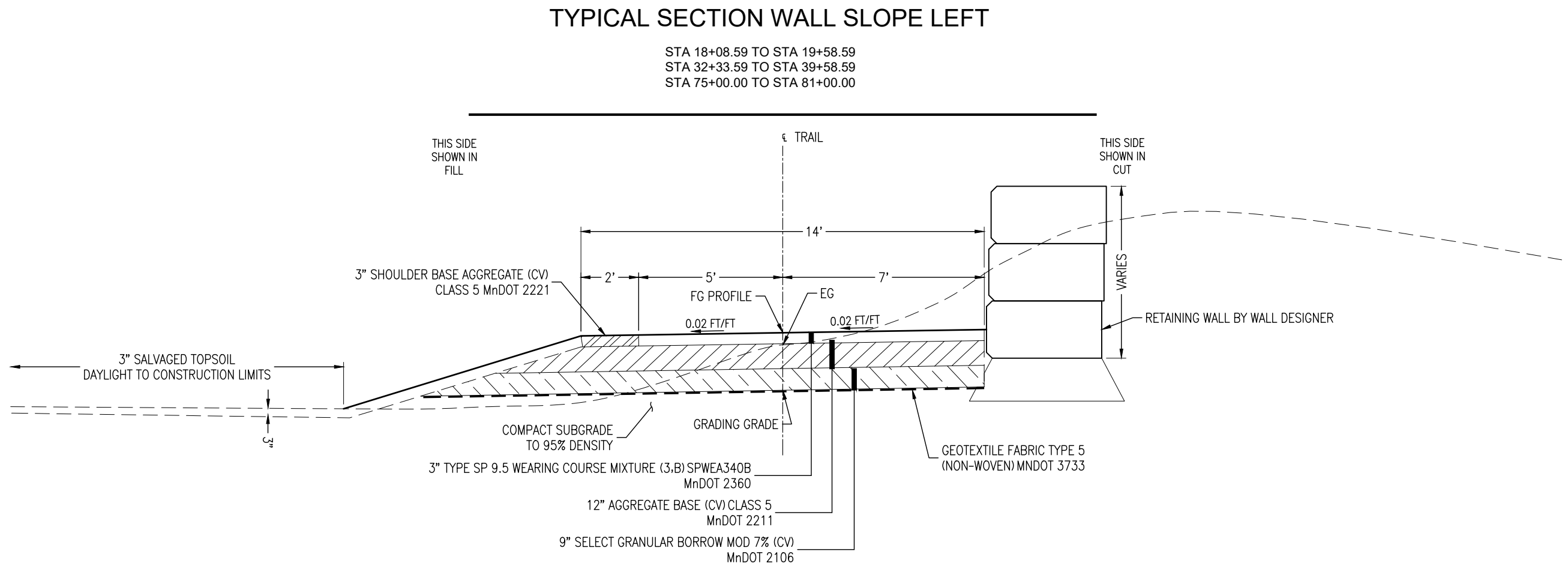
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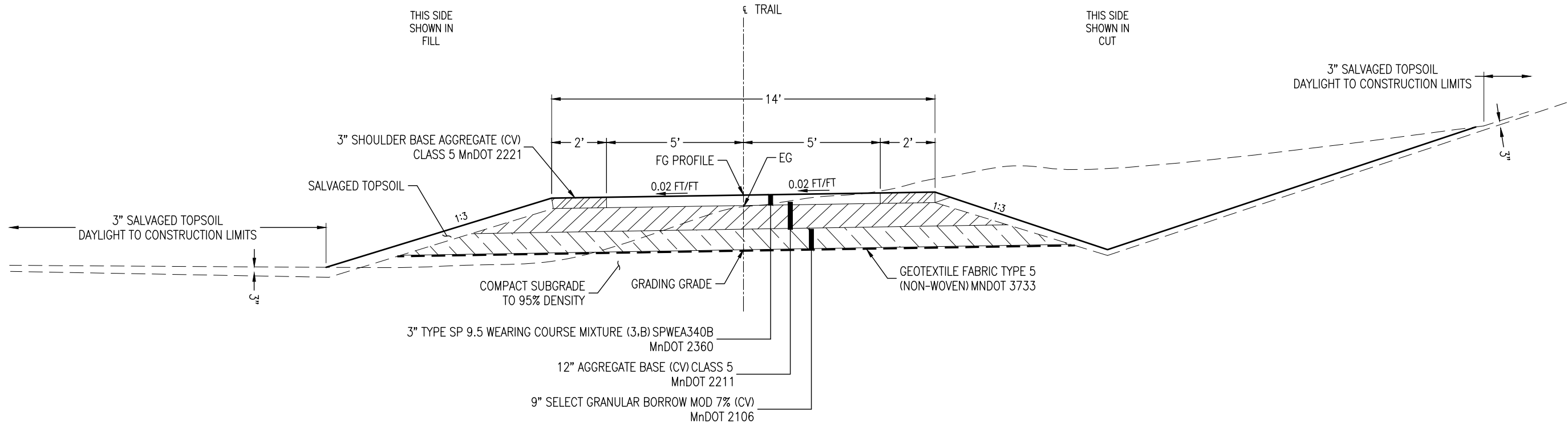
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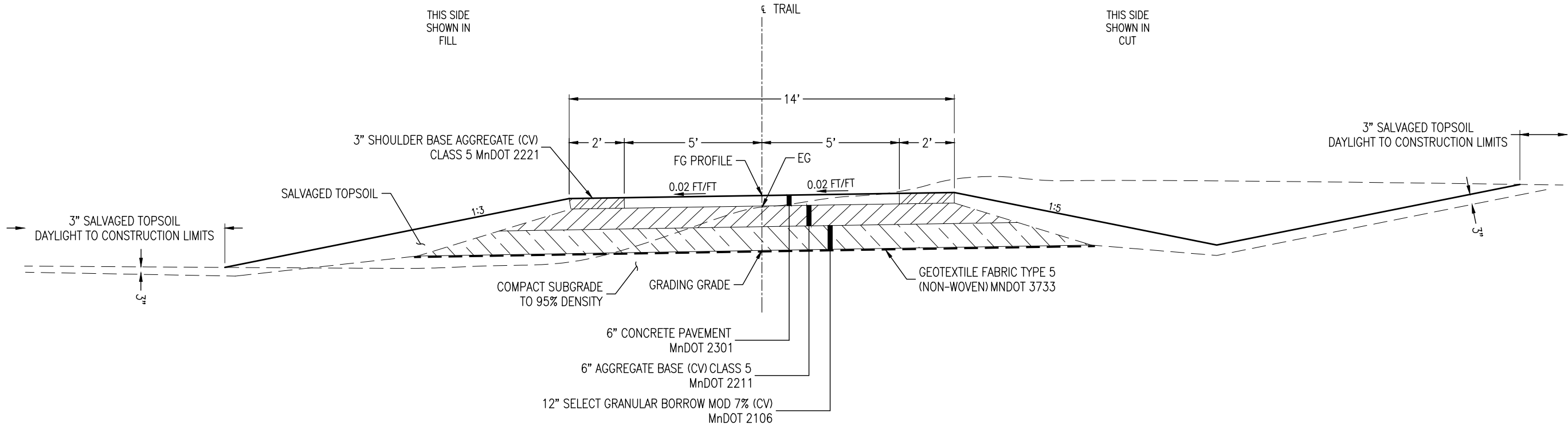
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STA 6+00.00 TO 10+53.28 STA 43+43.71 TO 46+90.50
STA 15+25.33 TO STA 18+08.59 STA 69+78.55 TO 75+00.00
STA 19+58.59 TO STA 30+36.25 STA 81+00.00 TO STA 84+90.00
STA 41+58.59 TO STA 43+27.71 STA 88+00.00 TO 99+85.79



TYPICAL SECTION SLOPE LEFT CONCRETE

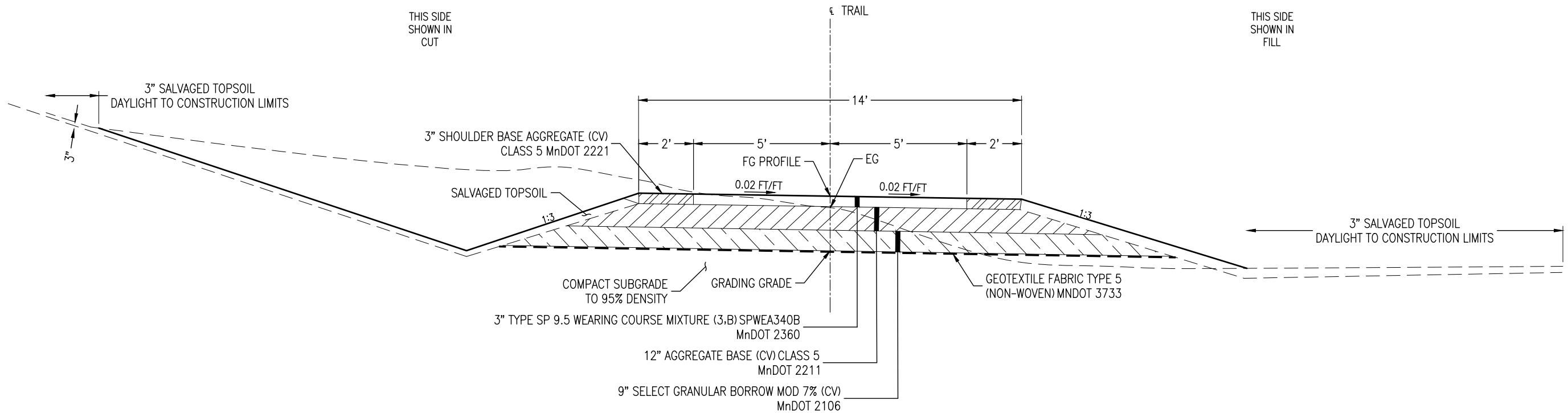
STA 43+27.71 TO STA 43+43.71
STA 69+73.55 TO STA 69+78.55
STA 99+85.79 TO STA 99+90.79



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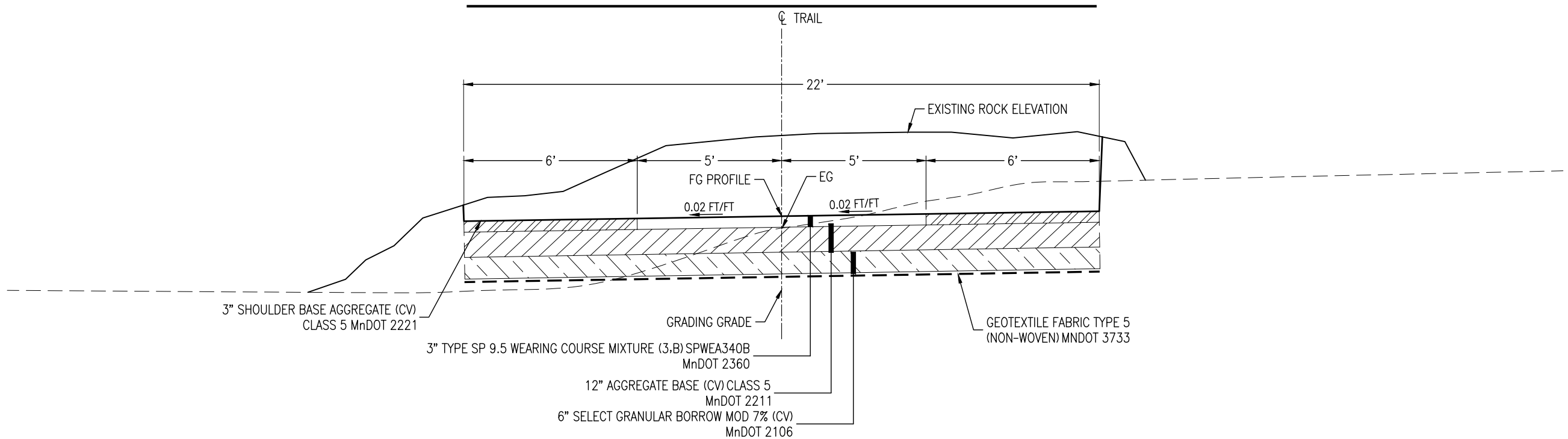
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STA 10+53.28 TO STA 11+20.00 STA 84+90.00 TO STA 85+45.00
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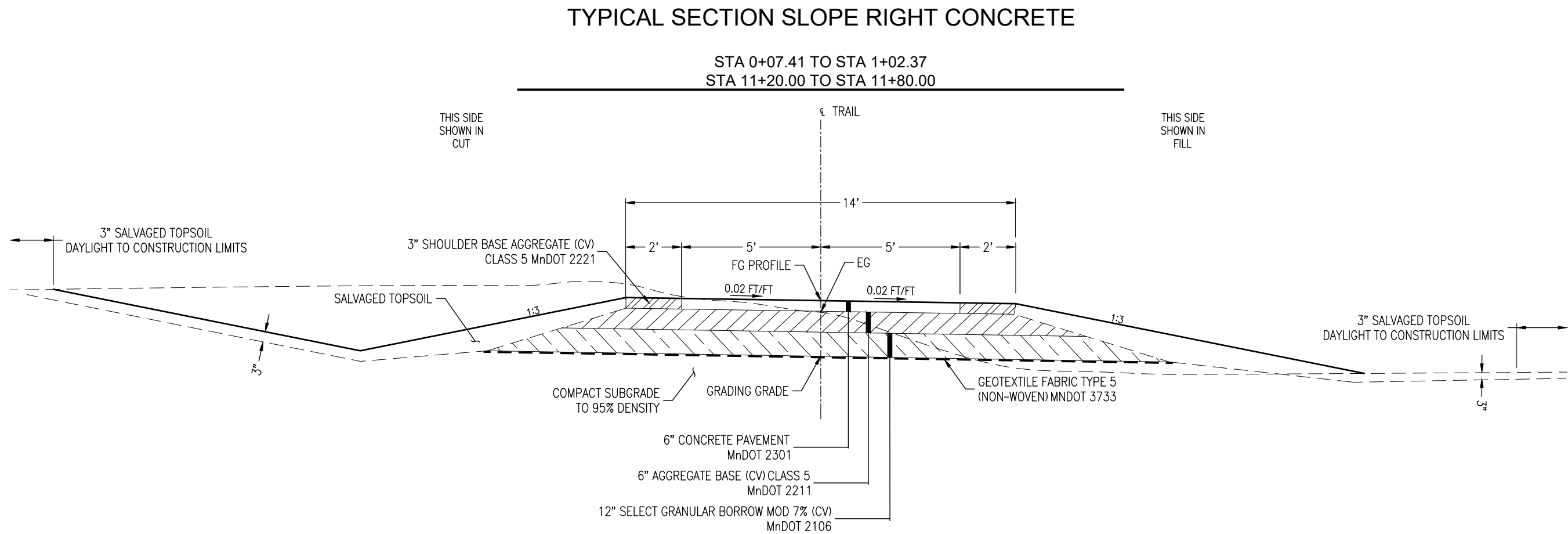


TYPICAL SECTION ROCK EXCAVATION

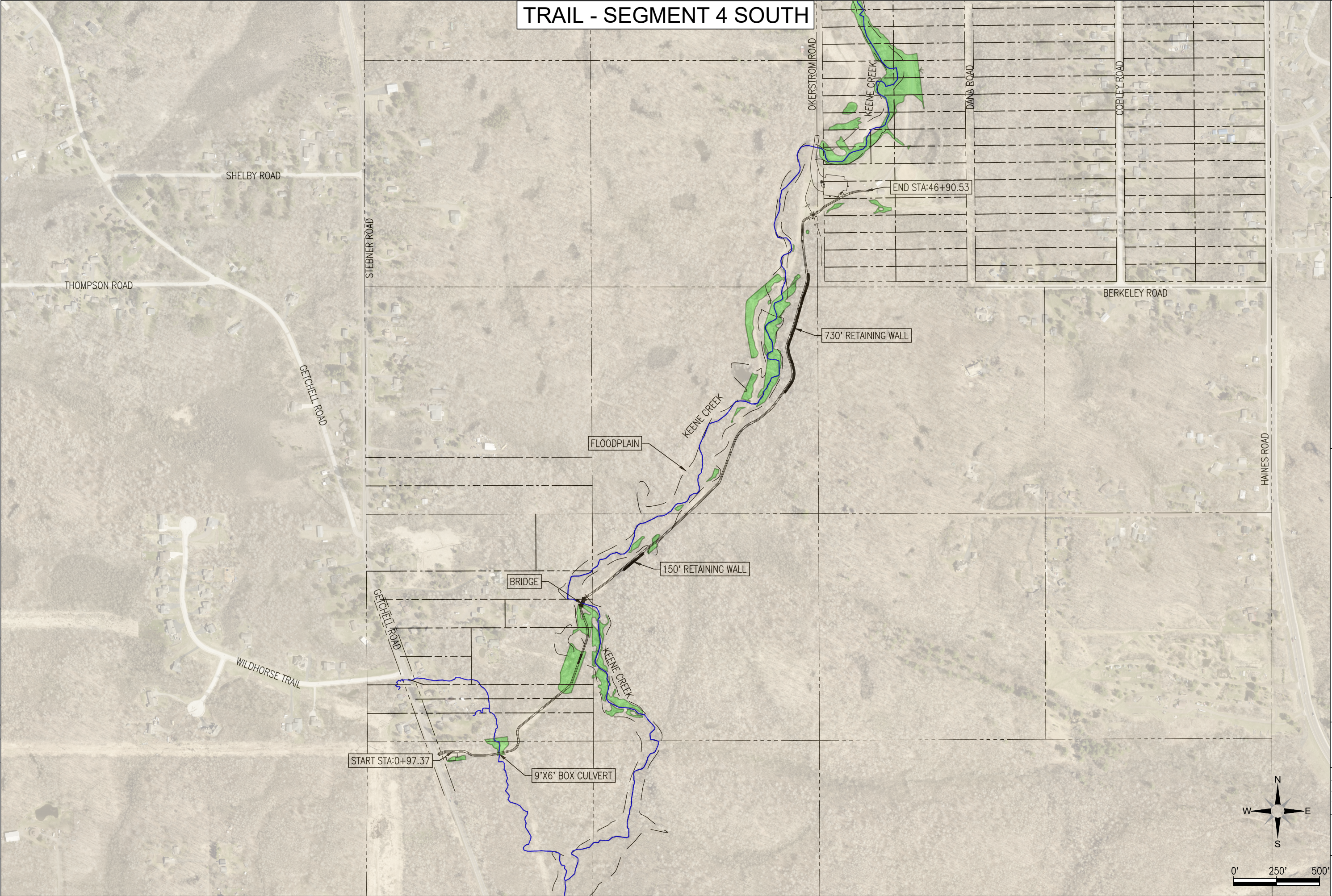
STA 85+45.00 TO STA 86+65.00



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TRAIL - SEGMENT 4 SOUTH

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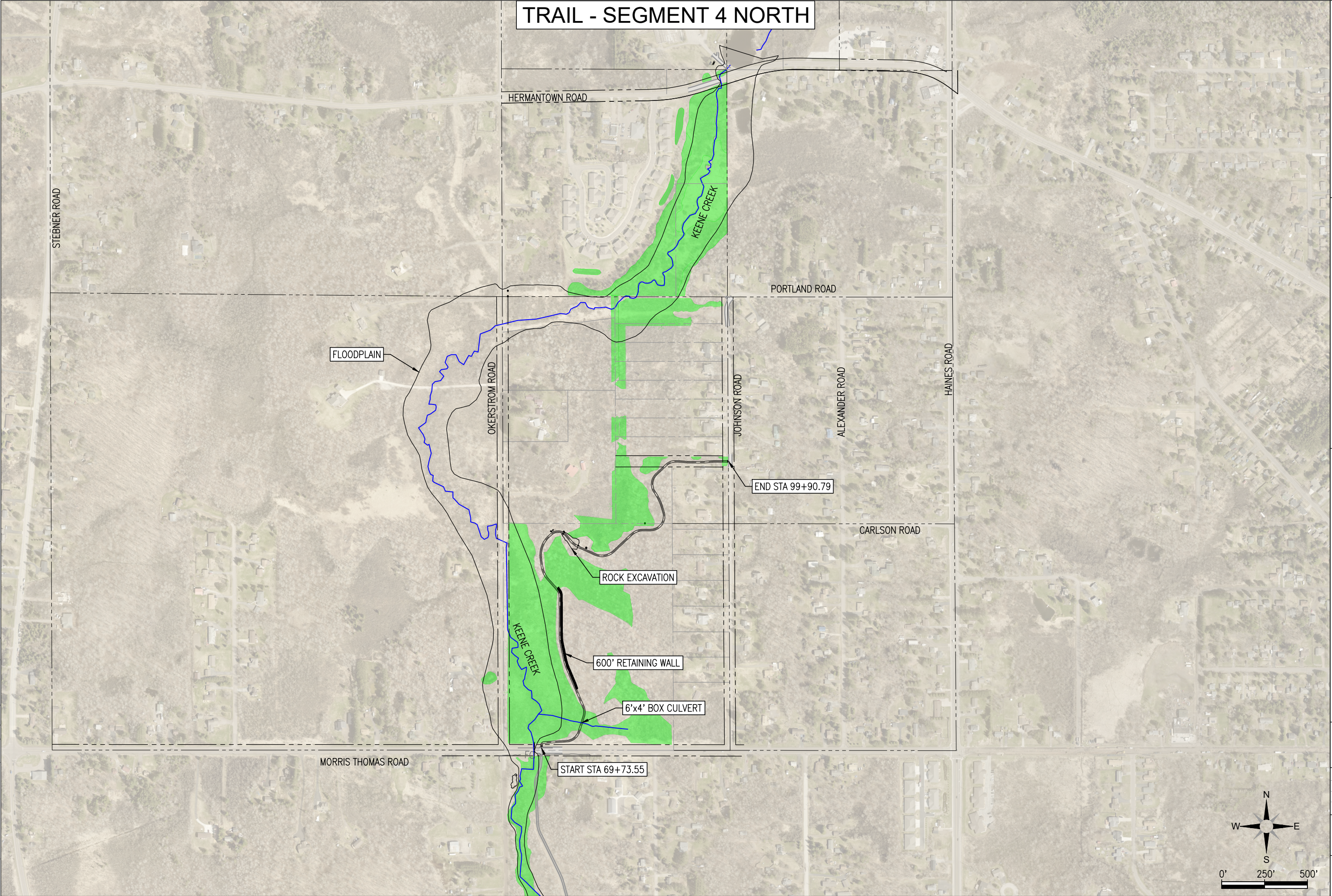
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Engineer: DAVID G. BOLF Lic. No: 40926

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SOUTH
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TRAIL - SEGMENT 4 NORTH

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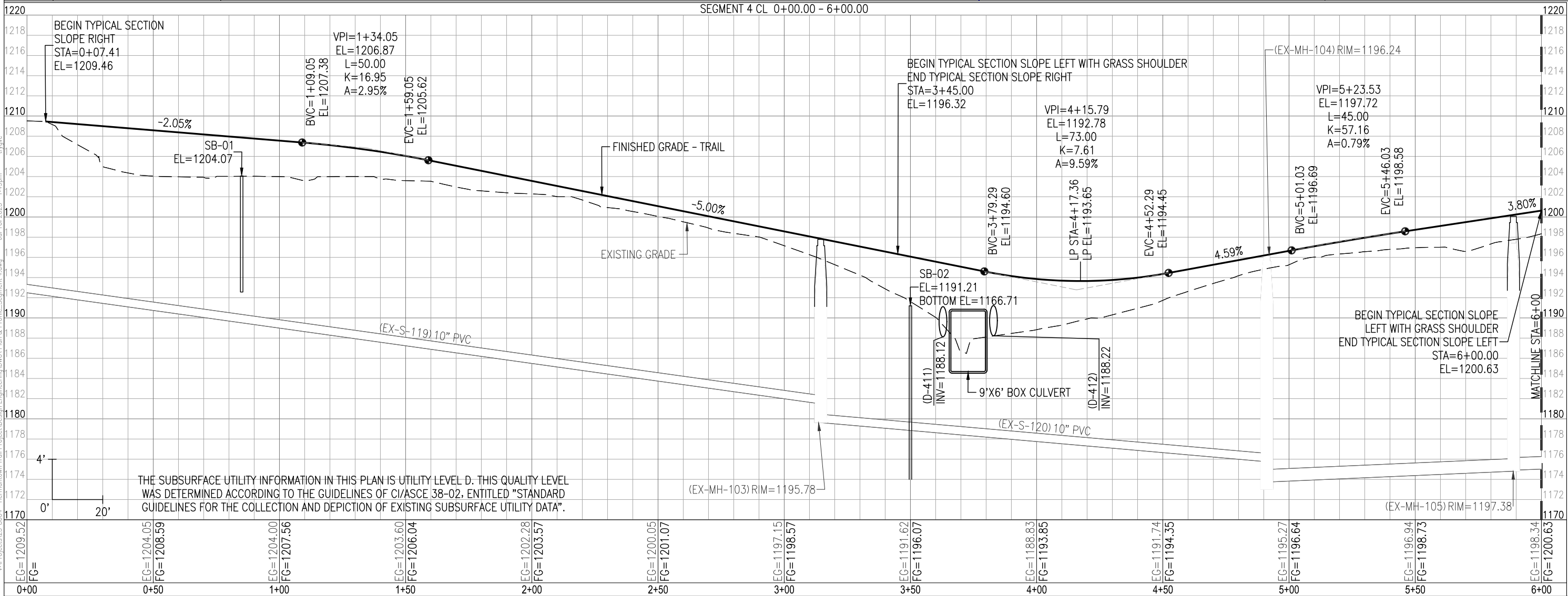
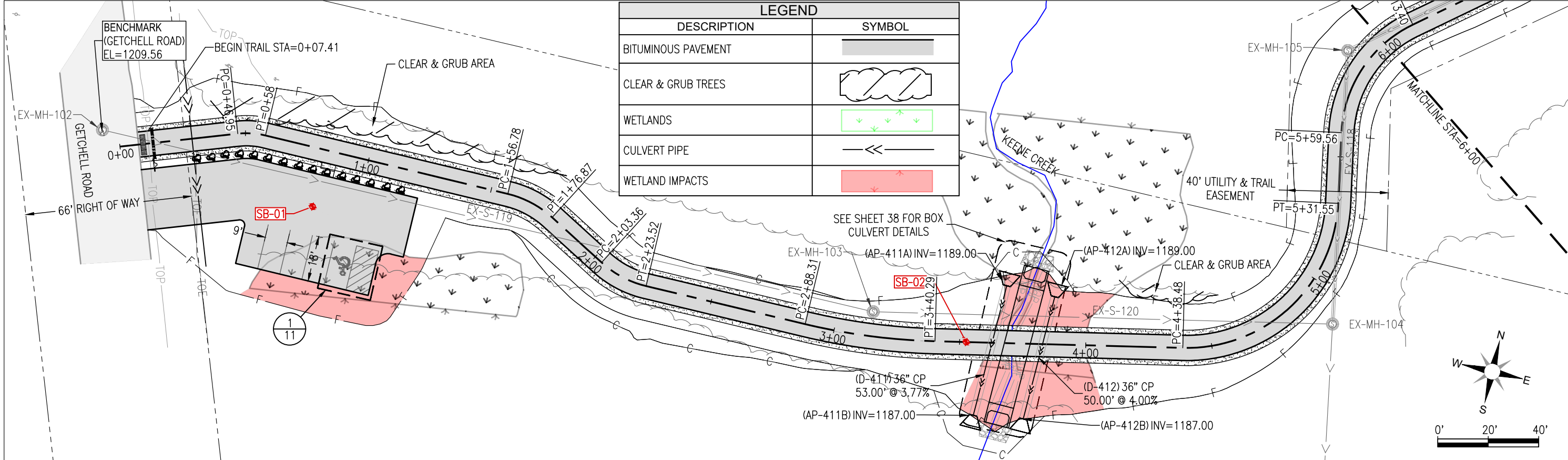
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Engineer: DAVID G. BOLF

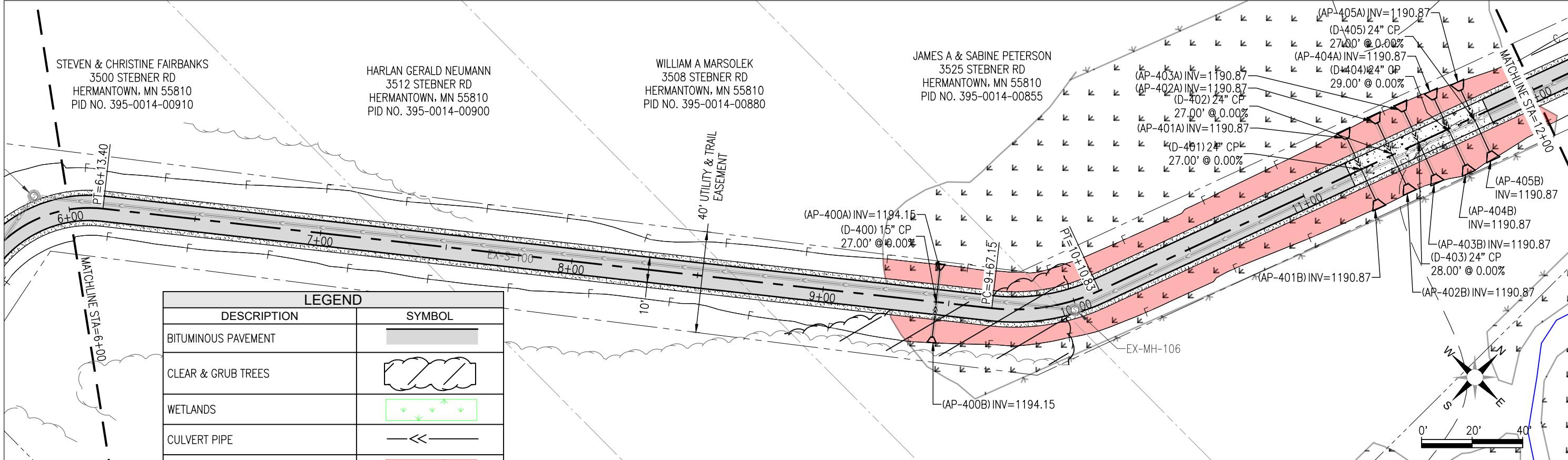
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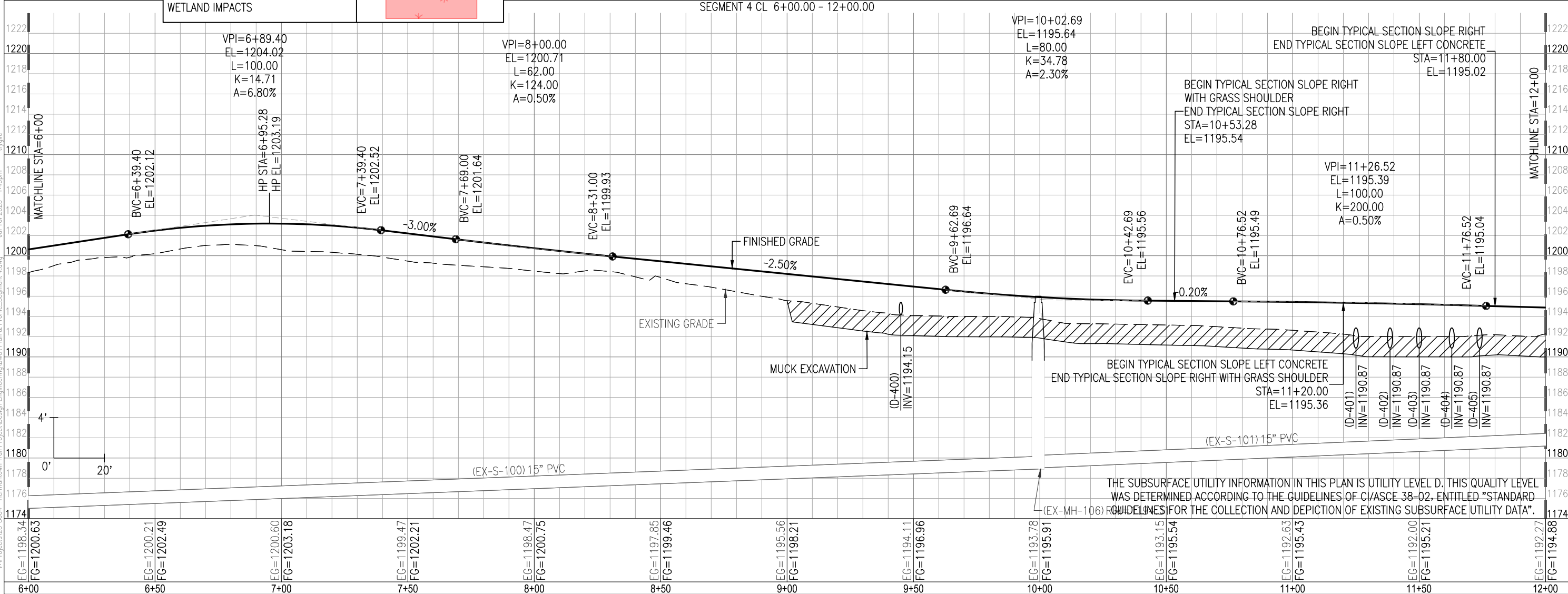
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NORTH
Sheet Title
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LEGEND	
DESCRIPTION	SYMBOL
BITUMINOUS PAVEMENT	
CLEAR & GRUB TREES	
WETLANDS	
CULVERT PIPE	
WETLAND IMPACTS	



LEGEND	
DESCRIPTION	SYMBOL
BITUMINOUS PAVEMENT	
CLEAR & GRUB TREES	
WETLANDS	
CULVERT PIPE	
WETLAND IMPACTS	



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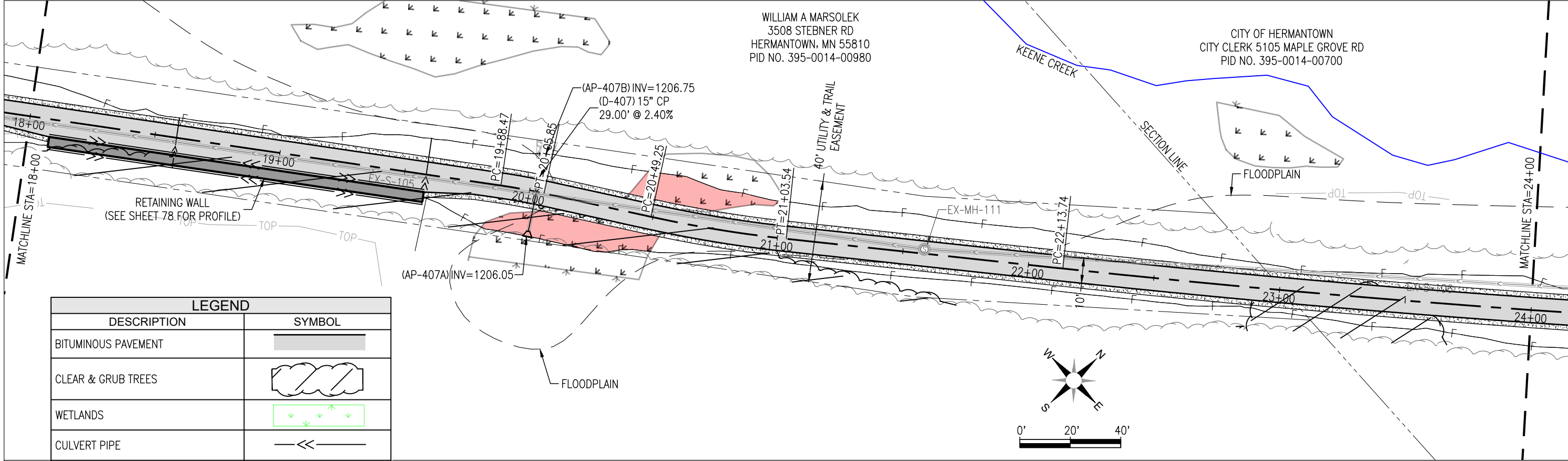
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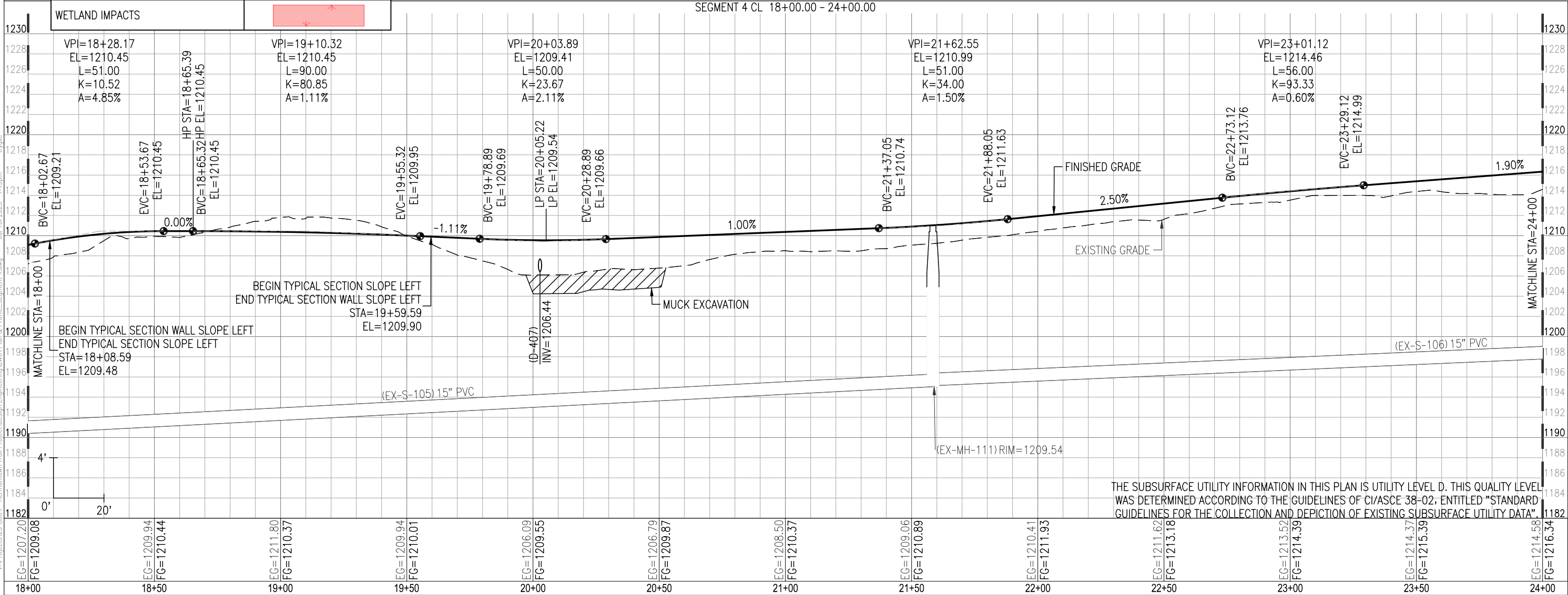
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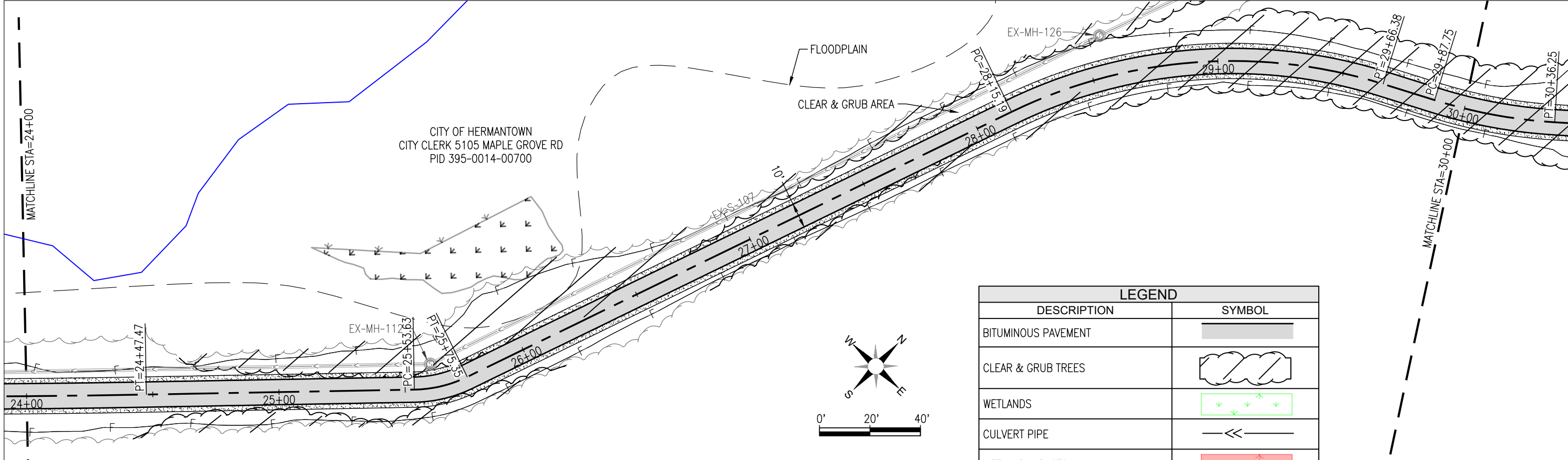
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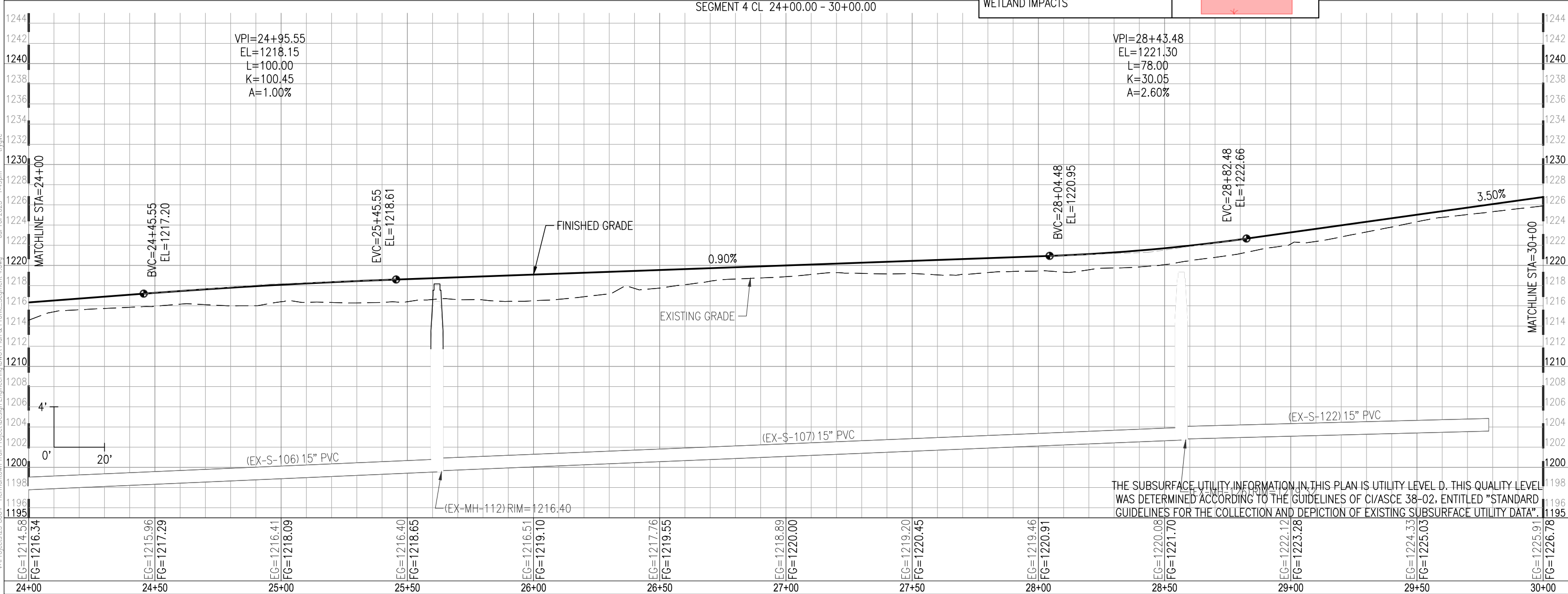
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WETLANDS	
CULVERT PIPE	
WETLAND IMPACTS	

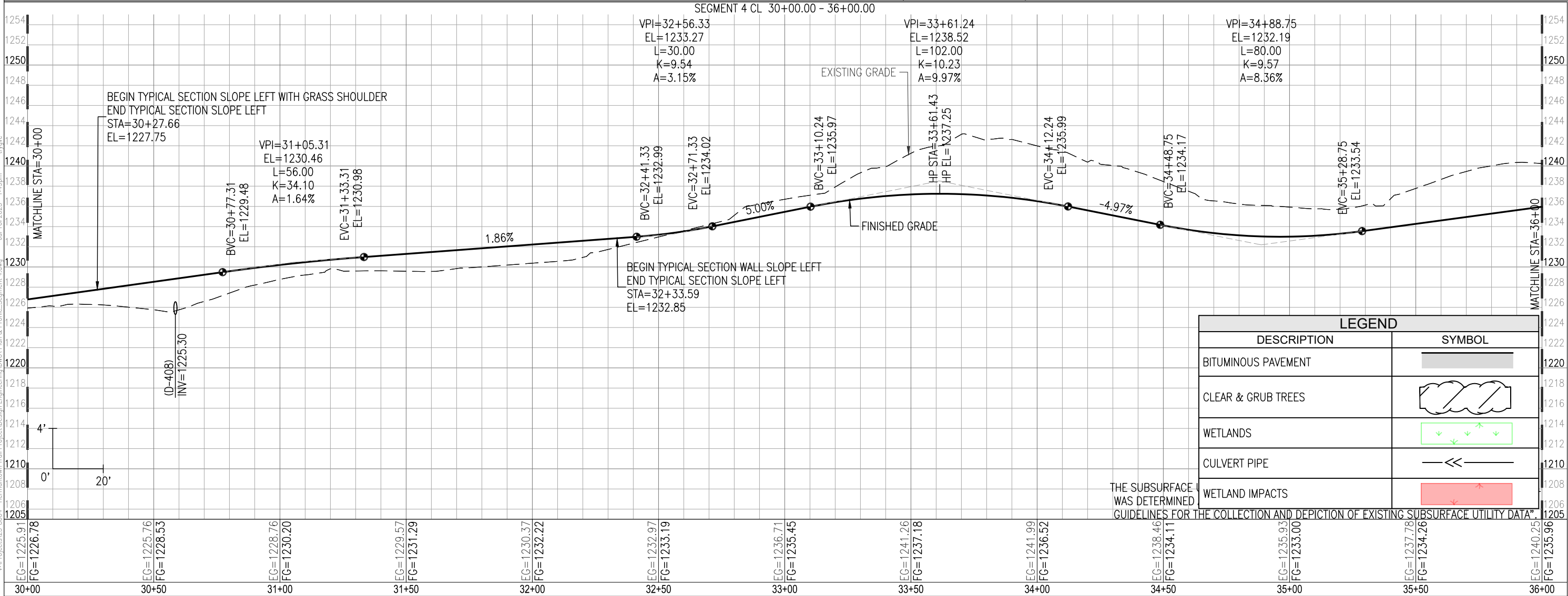
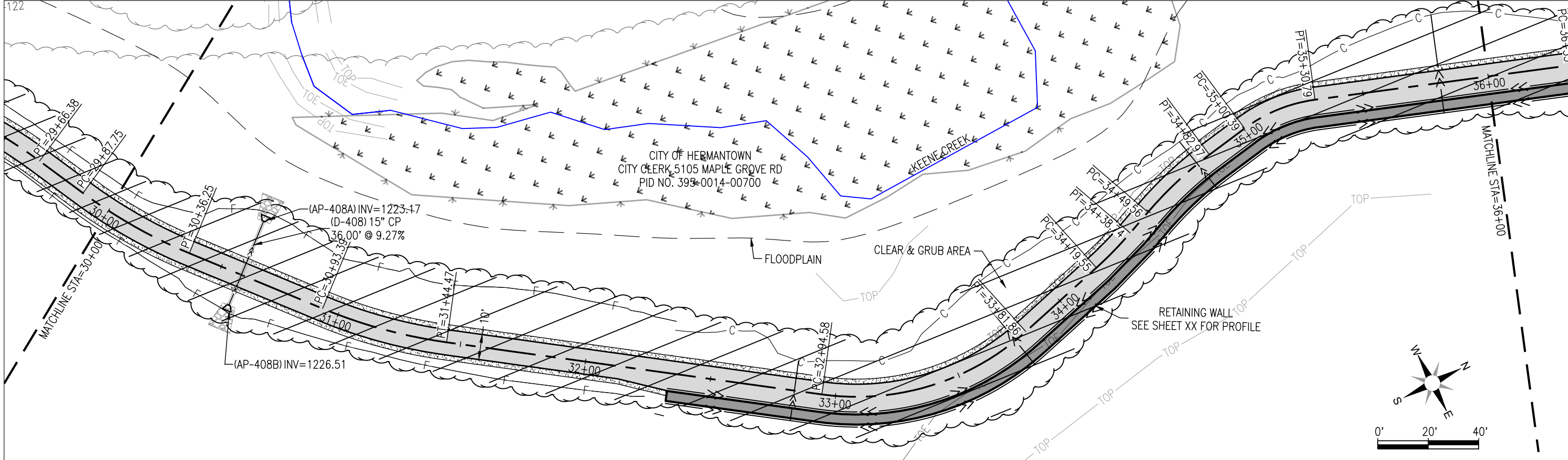


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LEGEND	
DESCRIPTION	SYMBOL
BITUMINOUS PAVEMENT	
CLEAR & GRUB TREES	
WETLANDS	
CULVERT PIPE	
WETLAND IMPACTS	





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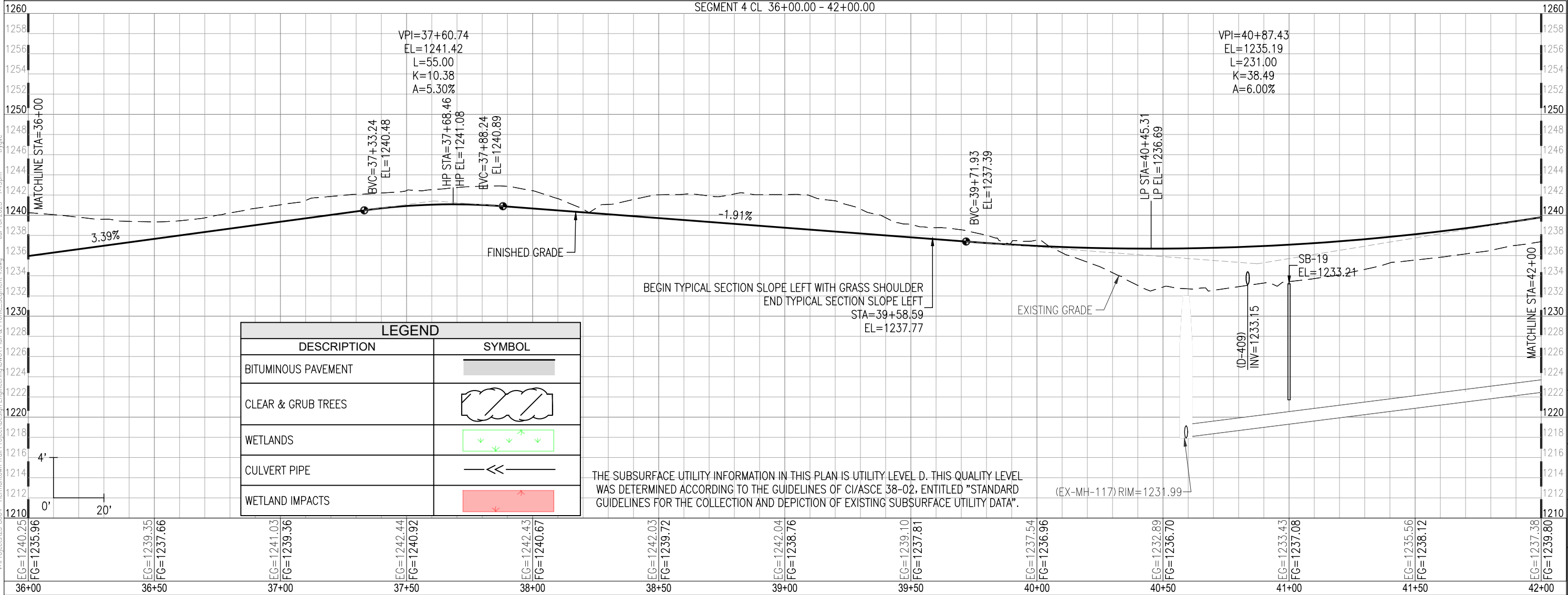
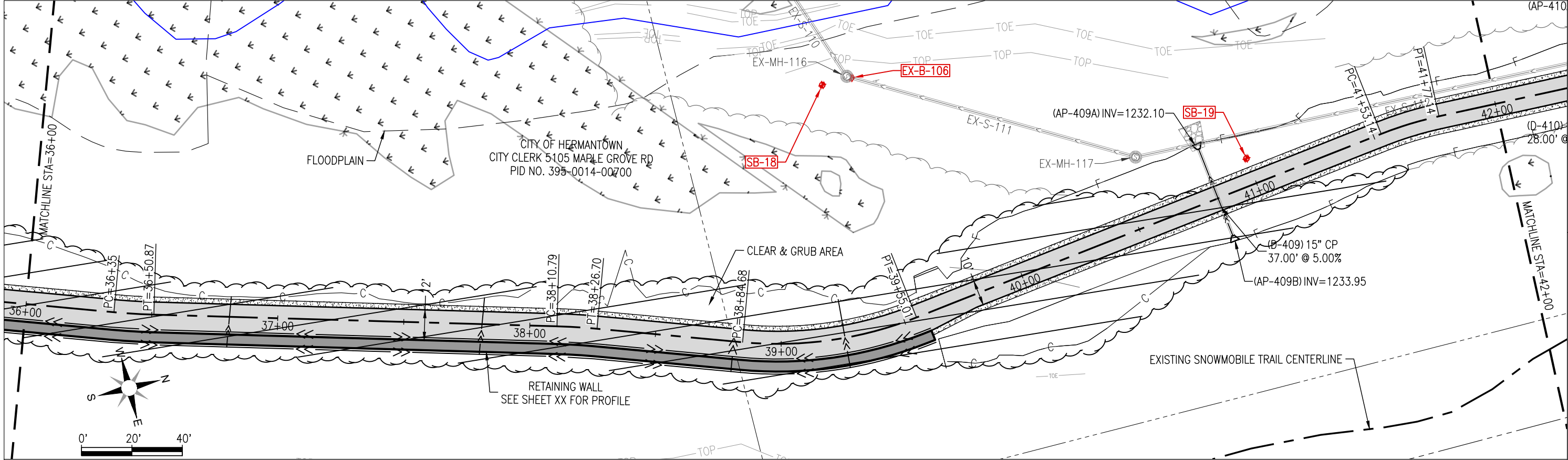
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Engineer: DAVID G. BOLF

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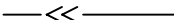
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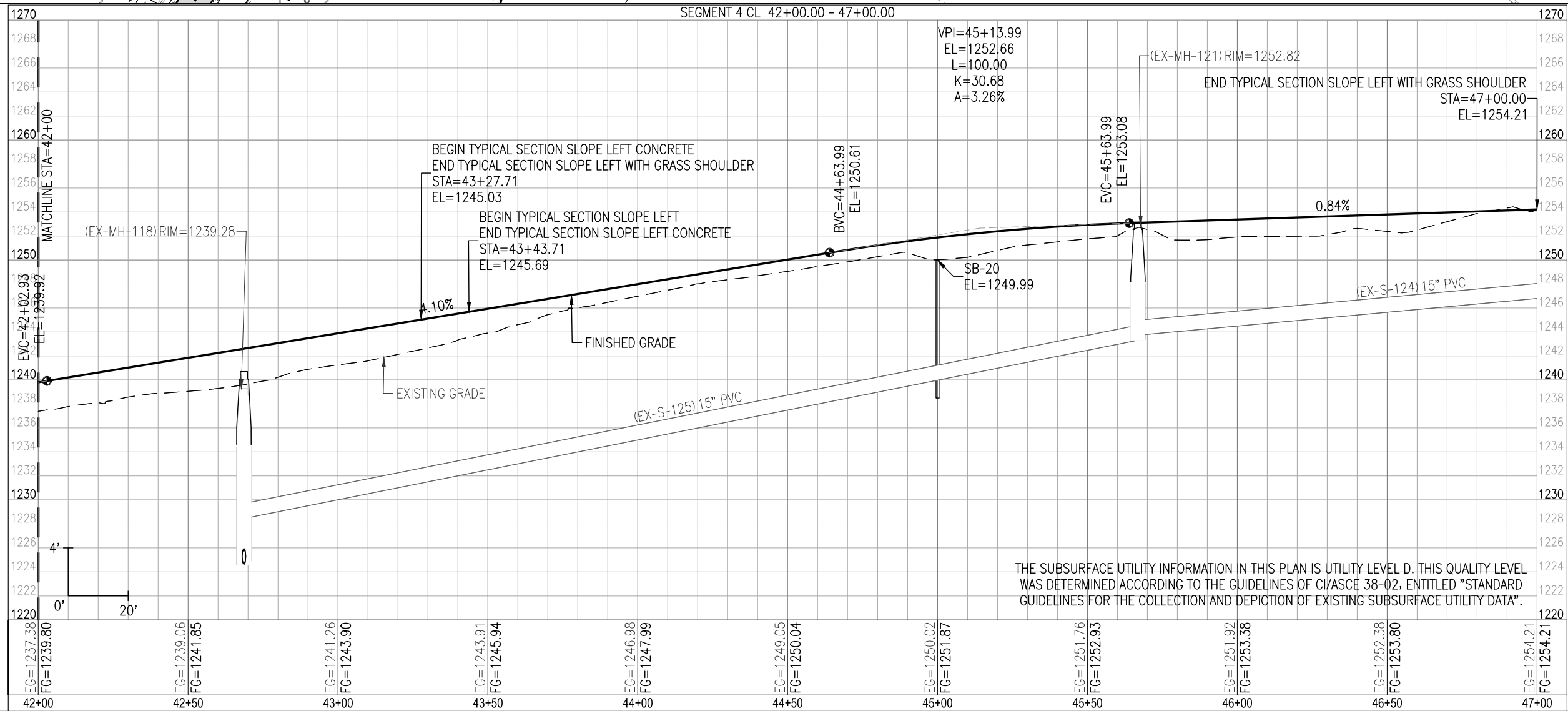
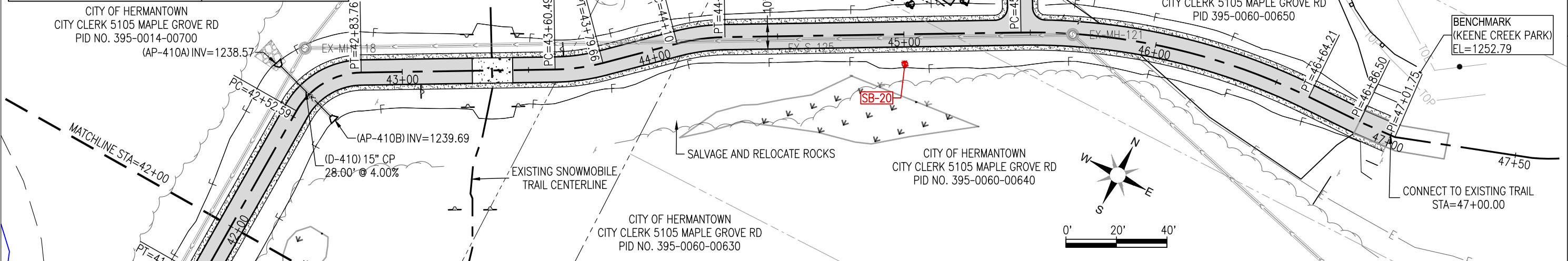
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LEGEND	
DESCRIPTION	SYMBOL
BITUMINOUS PAVEMENT	
CLEAR & GRUB TREES	
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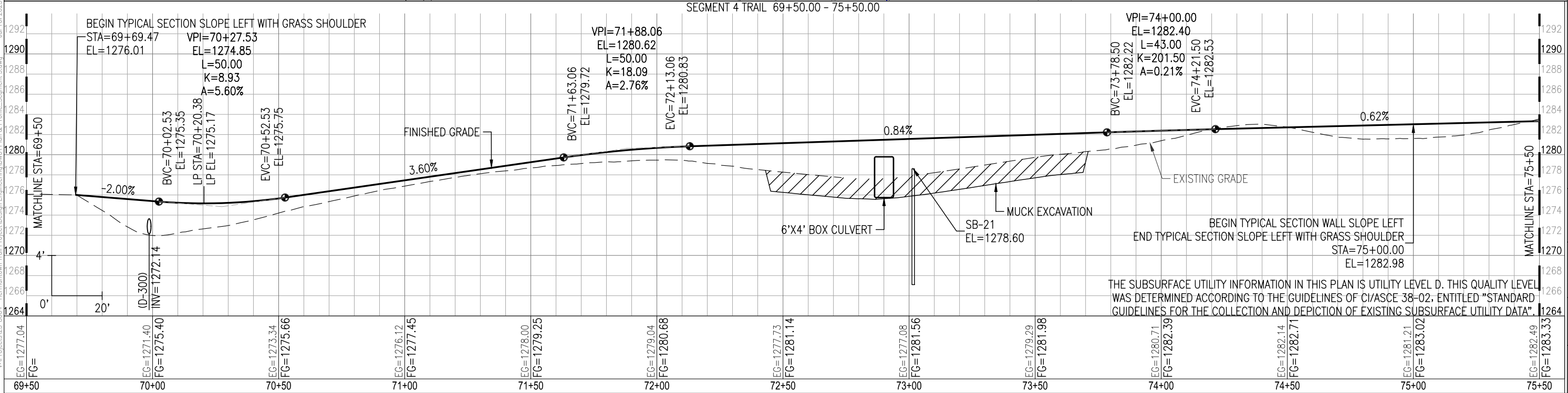
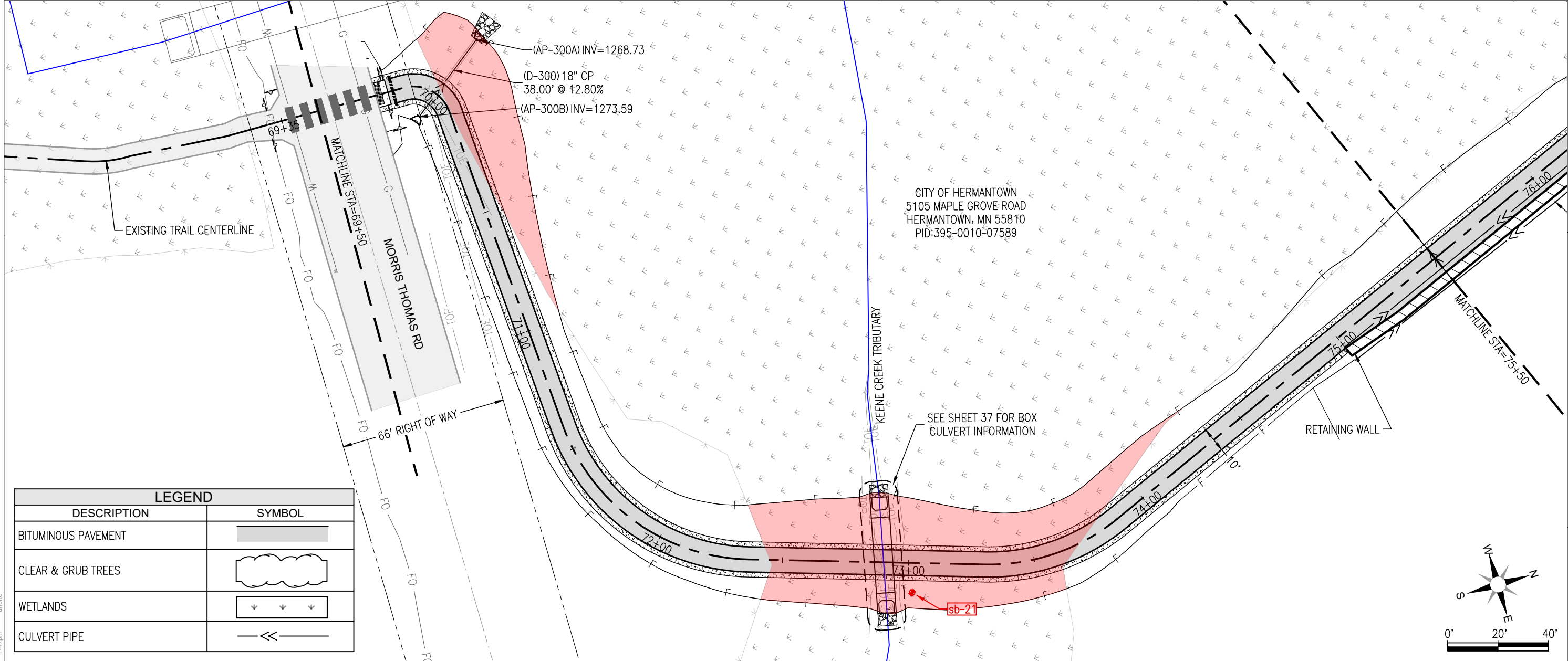
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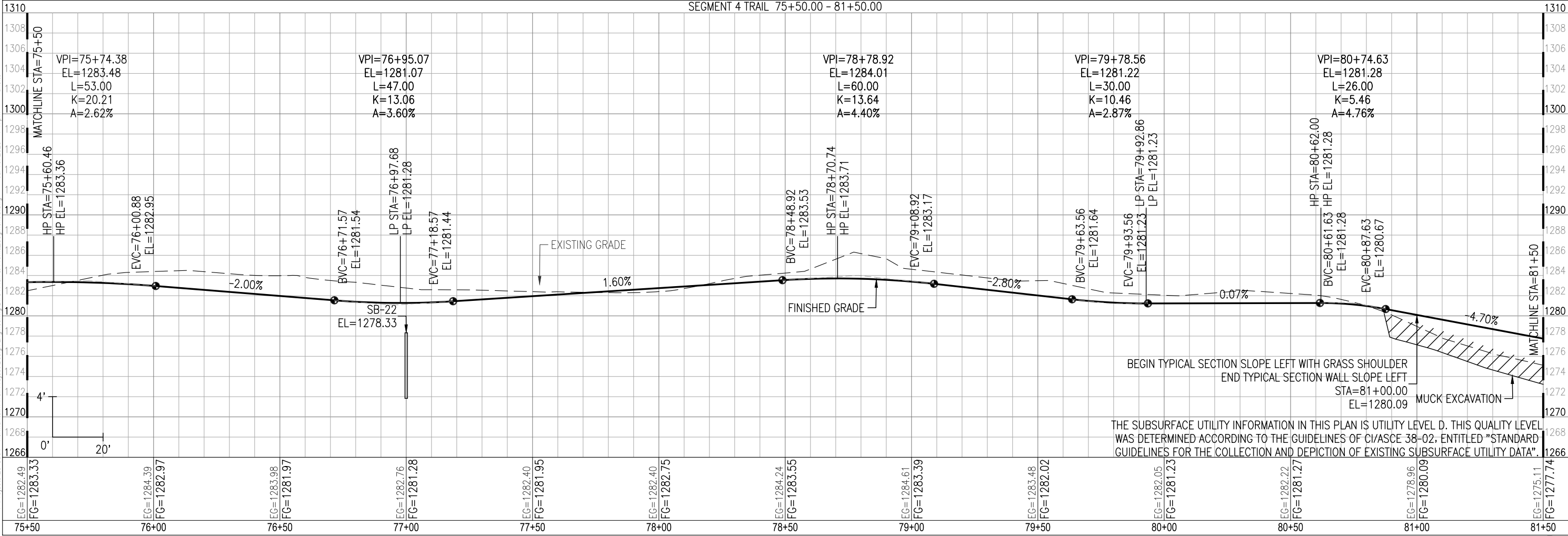
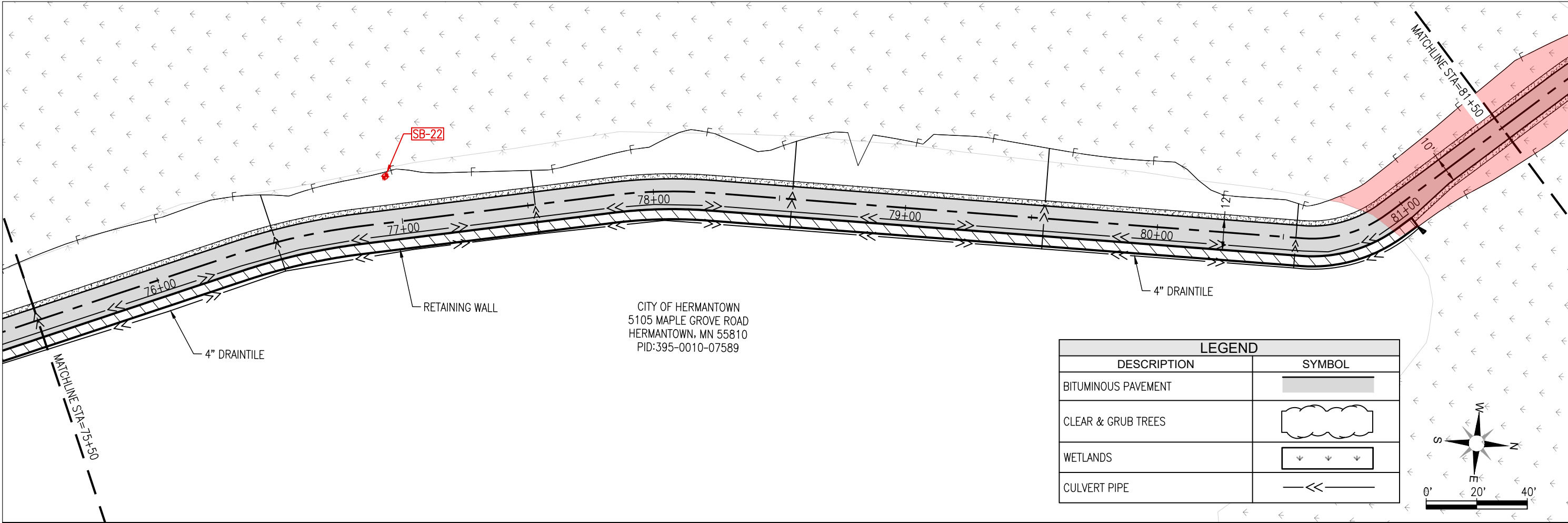
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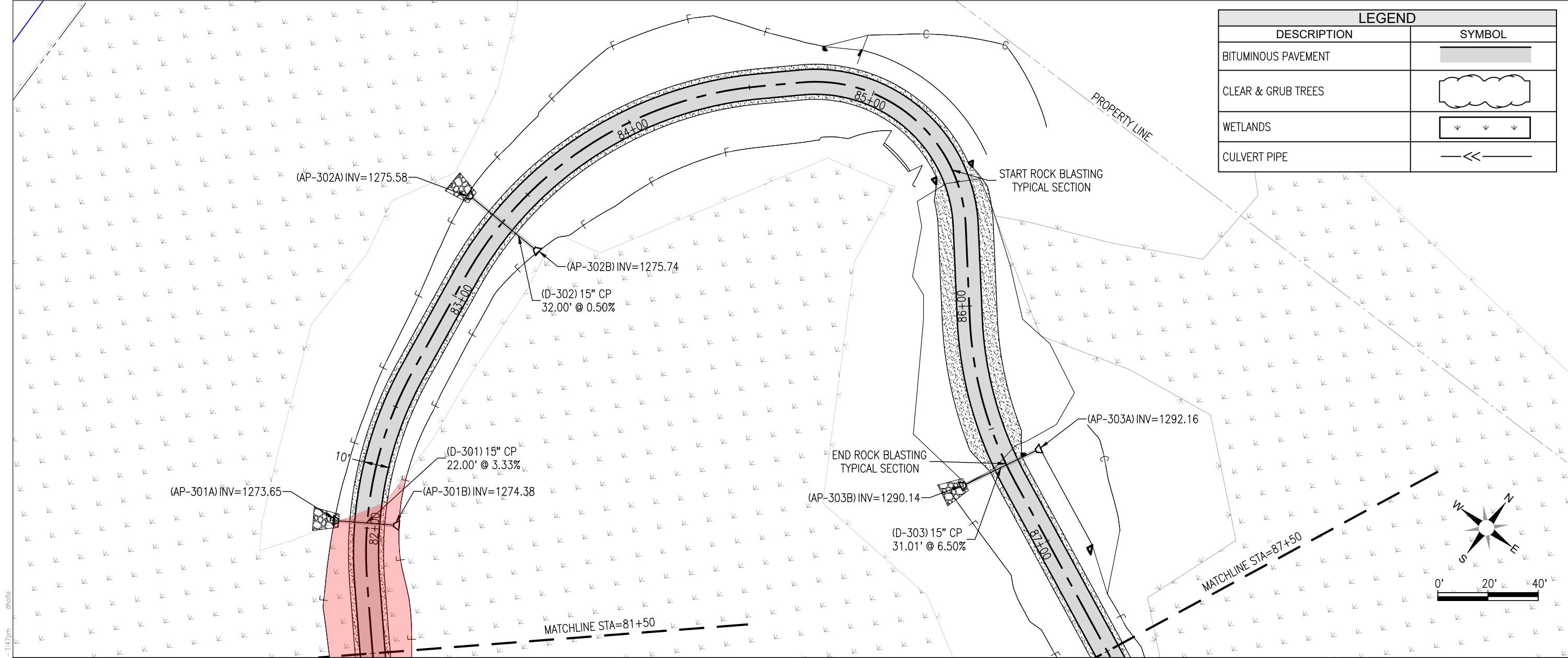
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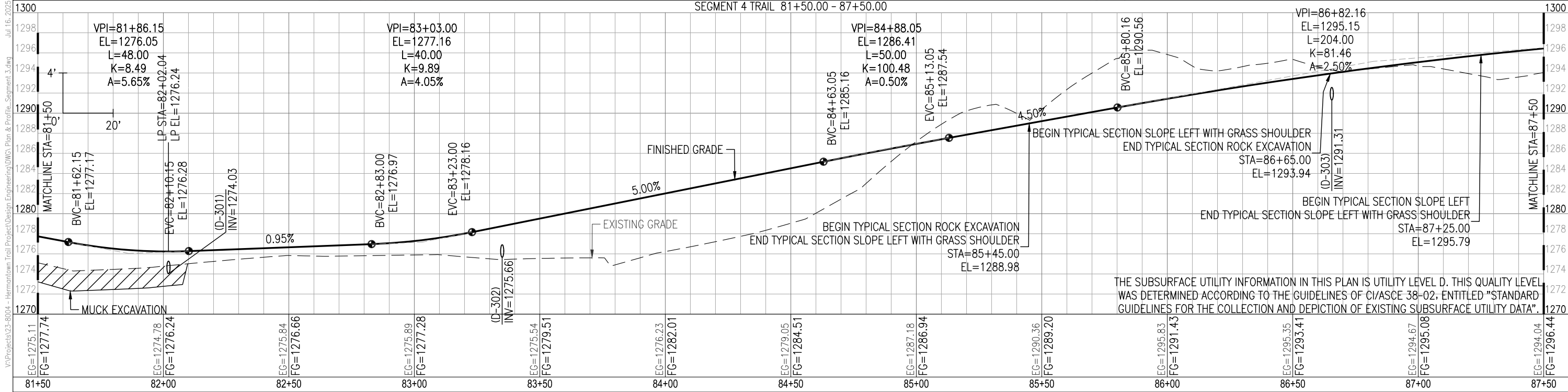
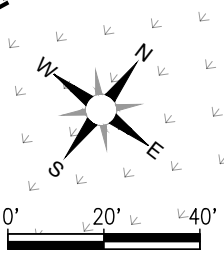
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LEGEND	
DESCRIPTION	SYMBOL
BITUMINOUS PAVEMENT	
CLEAR & GRUB TREES	
WETLANDS	
CULVERT PIPE	



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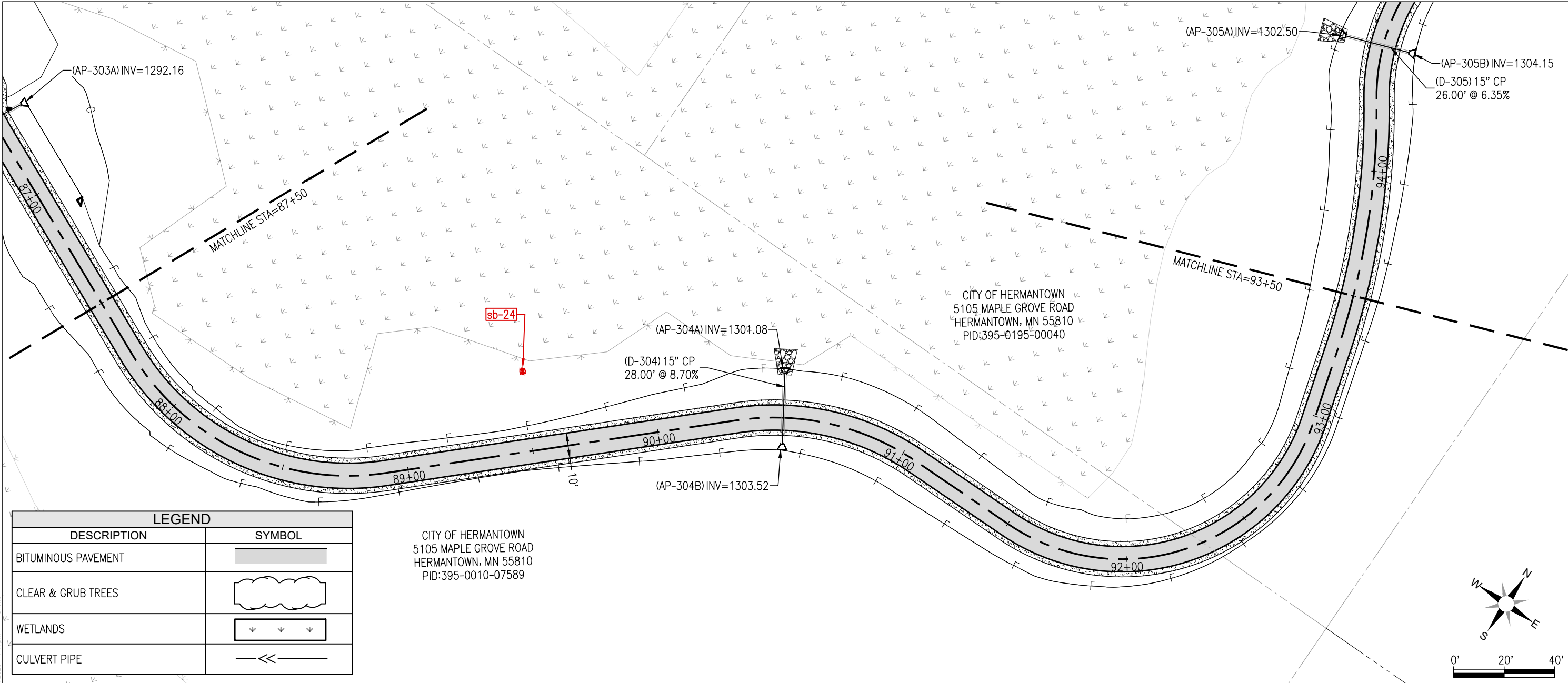
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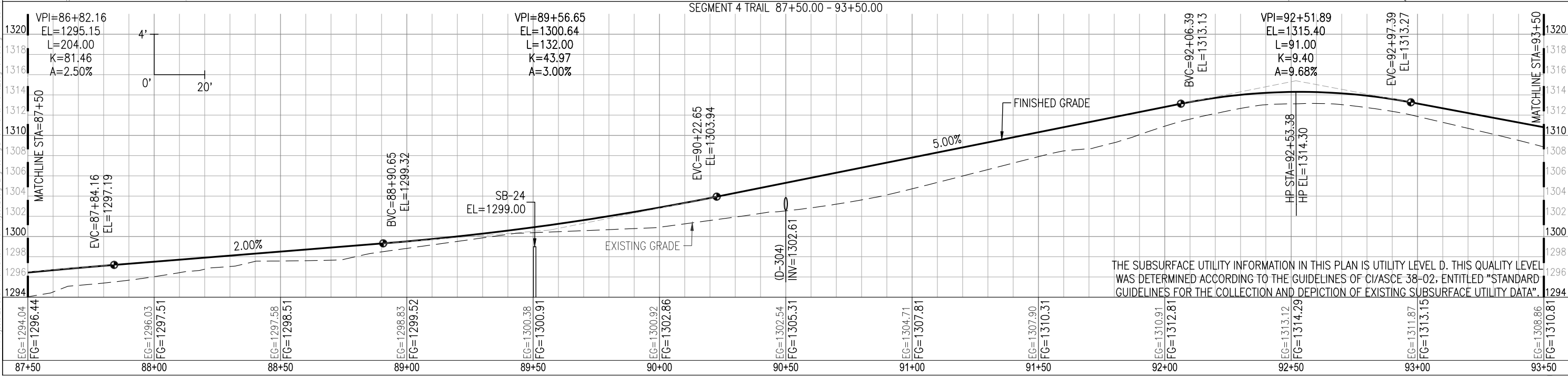
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CITY OF HERMANTOWN
5105 MAPLE GROVE ROAD
HERMANTOWN, MN 55810
PID:395-0010-07589



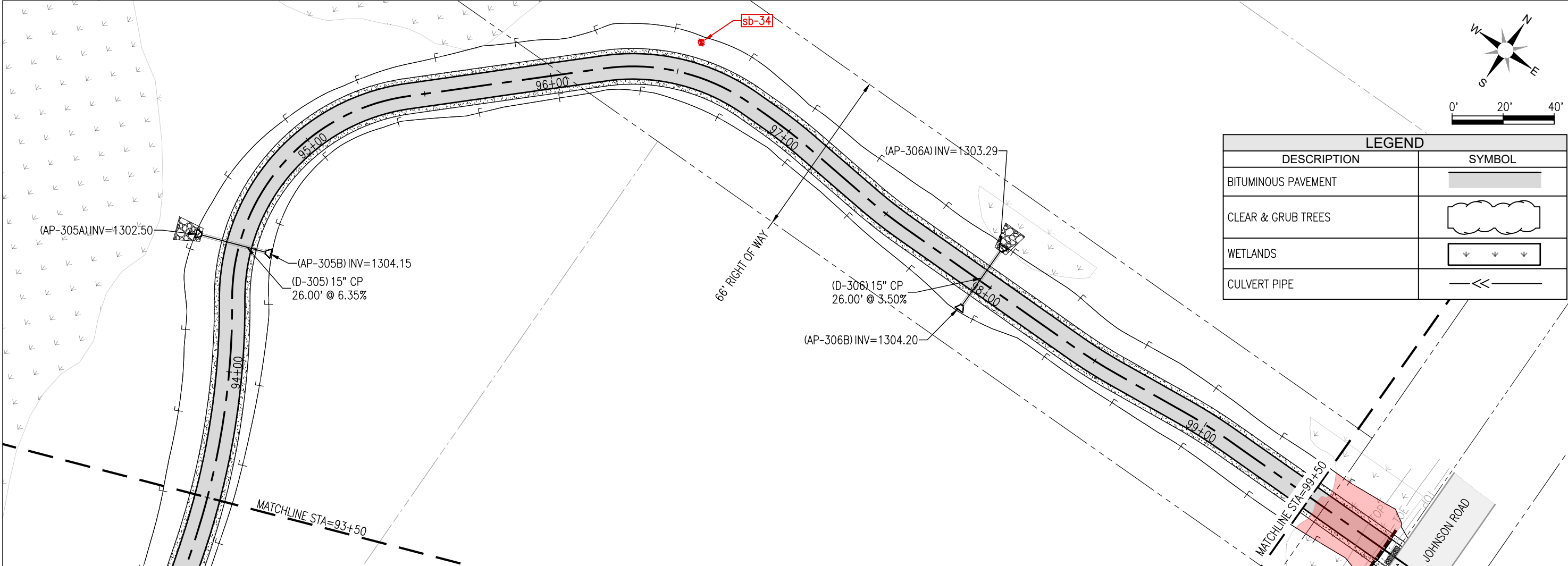
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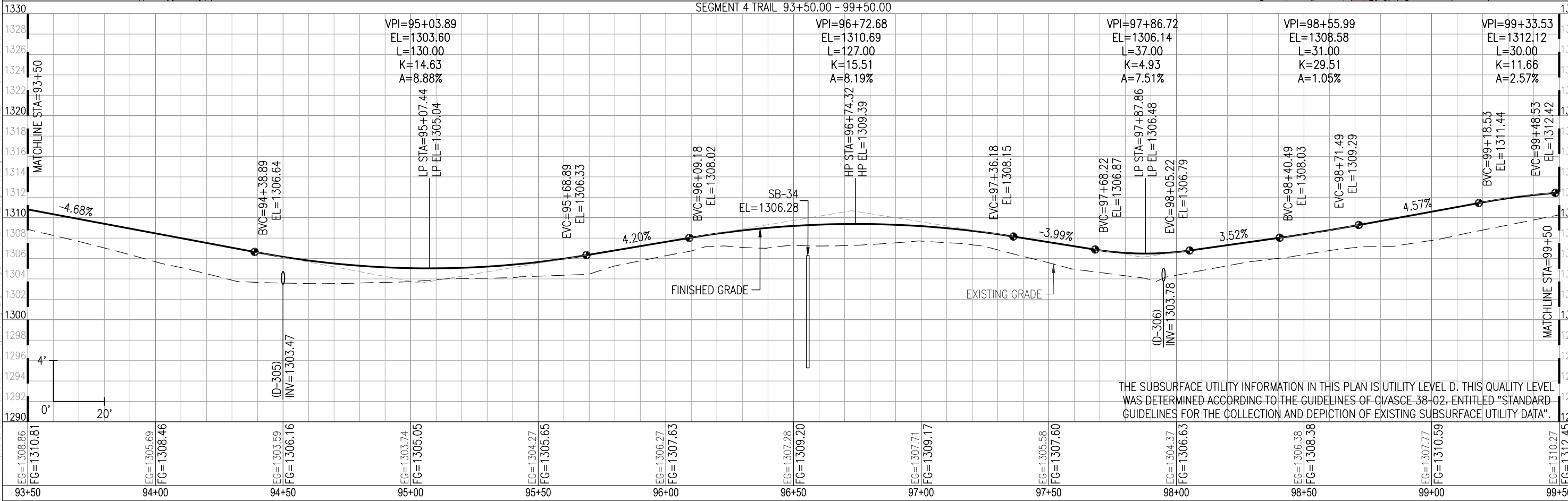
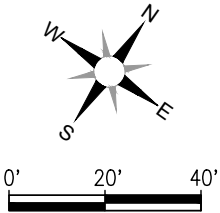
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
XX/XX/XX
Lic. No: 40926
Engineer: DAVID G. BOLF

revision

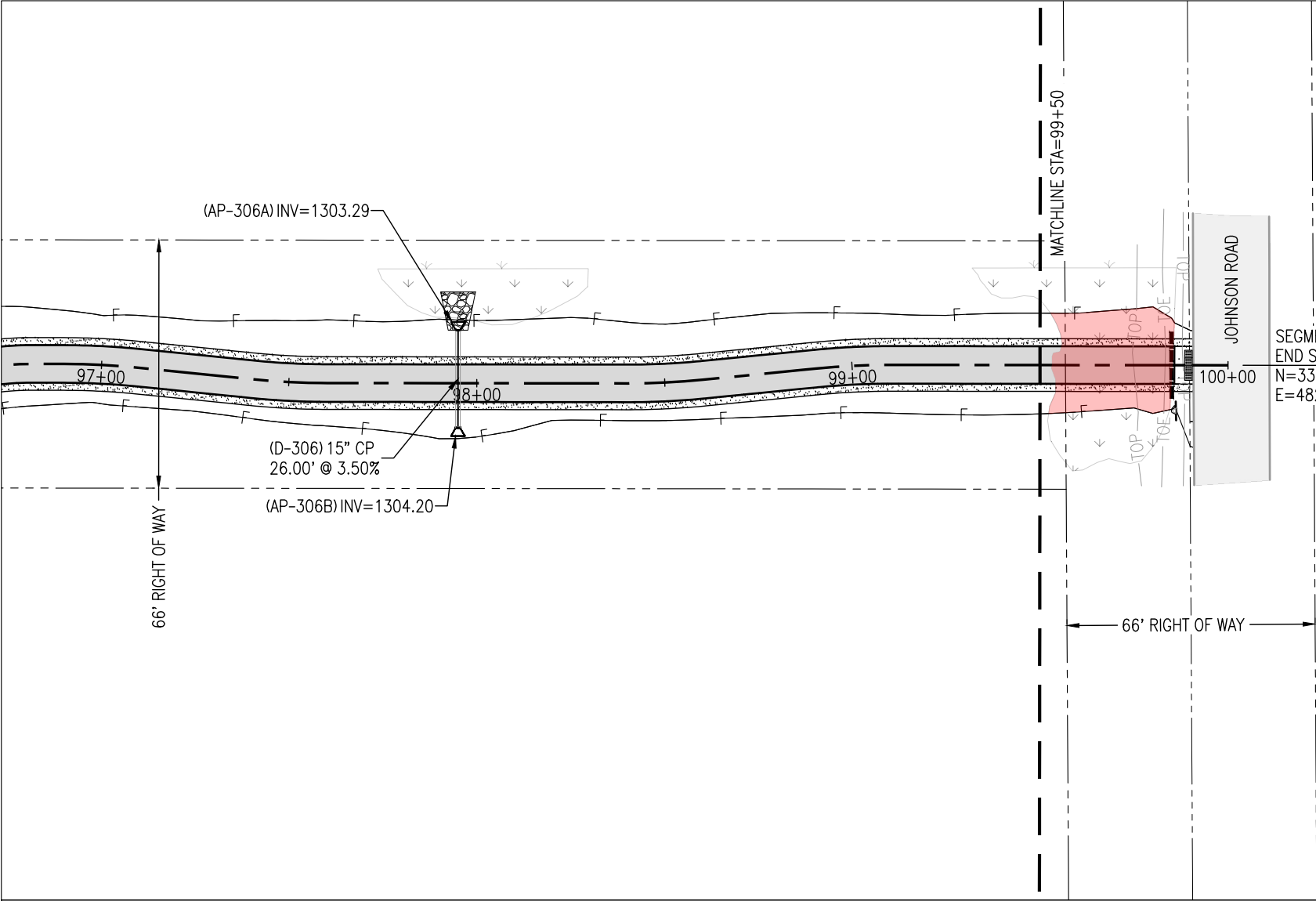
PLAN & PROFILE
Sheet Title
Sheet Number
34



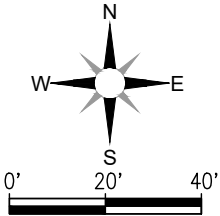
LEGEND	
DESCRIPTION	SYMBOL
BITUMINOUS PAVEMENT	
CLEAR & GRUB TREES	
WETLANDS	
CULVERT PIPE	



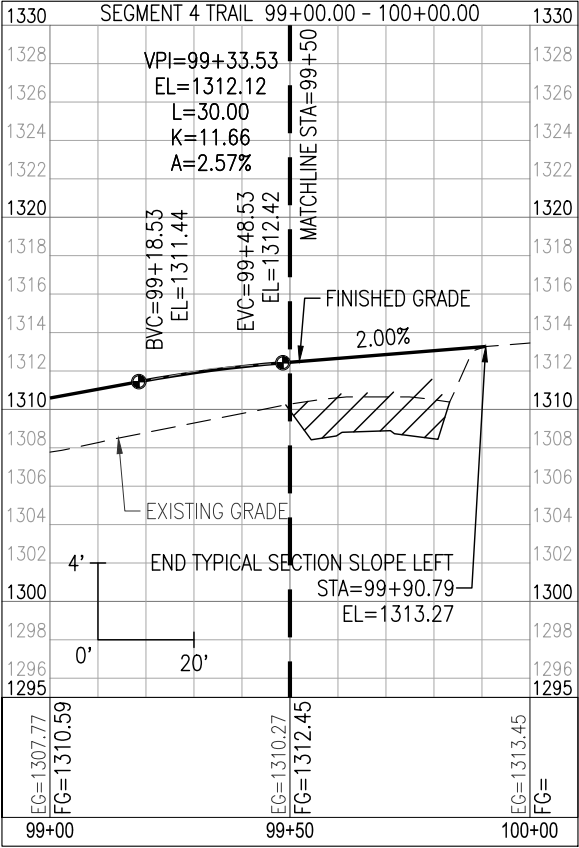
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SEGMENT 4 TRAIL
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N=3341695.06
E=4824864.11



LEGEND	
DESCRIPTION	SYMBOL
BITUMINOUS PAVEMENT	
CLEAR & GRUB TREES	
WETLANDS	
CULVERT PIPE	



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".



ENGINEER'S ESTIMATE

7/16/2025

STATEMENT OF ESTIMATED QUANTITIES

LINE ITEM NO.	NOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	SEGMENT 4 - SOUTH	SEGMENT 4 - NORTH	TOTAL ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED COSTS
1		2021.501	MOBILIZATION	LS	0.5	0.5	1	\$126,500.00	\$126,500.00
2		2101.502	CLEARING	ACRE	1.39	1.45	3	\$5,000.00	\$14,200.00
3		2101.502	GRUBBING	ACRE	3.14	3.24	6	\$5,000.00	\$31,900.00
4		2104.602	SALVAGE BOULDER	EACH	30	0	30	\$100.00	\$3,000.00
5		2106.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	3,215	1,986	5,201	\$40.00	\$208,040.00
6		2106.507	GRANULAR EMBANKMENT (CV)	CY	917	980	1,897	\$20.00	\$37,940.00
7		2106.507	EXCAVATION - MUCK	CY	814	508	1,322	\$20.00	\$26,440.00
8		2106.507	EXCAVATION - ROCK	CY	0	500	500	\$50.00	\$25,000.00
9		2106.507	EXCAVATION - COMMON	CY	4,097	3,709	7,806	\$20.00	\$156,120.00
10		2106.507	COMMON EMBANKMENT (CV)	CY	2,171	1,754	3,925	\$8.00	\$31,400.00
11		2108.504	GEOTEXTILE FABRIC TYPE 5	SY	12,911	8,152	21,063	\$3.00	\$63,189.00
12		2211.507	AGGREGATE BASE (CV) CLASS 5	CY	947	2,103	3,050	\$45.00	\$137,250.00
13		2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5	CY	197	149	346	\$75.00	\$25,950.00
14		2301.504	CONCRETE PAVEMENT 6"	SY	90.0	11.1	101	\$15.00	\$1,516.50
15	2	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	950	650	1,600	\$150.00	\$240,000.00
16	2	2360.509	TYPE SP 9.5 NON WEARING COURSE MIXTURE (3,B)	TON	60	0	60	\$150.00	\$9,000.00
17		2411.604	MODULAR BLOCK RETAINING WALL	SF	5,650	3,150	8,800	\$100.00	\$880,000.00
18		2412.502	6X4 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	0	2	2	\$2,500.00	\$5,000.00
19		2412.502	9X6 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2	0	2	\$5,000.00	\$10,000.00
20		2412.503	6X4 PRECAST CONCRETE BOX CULVERT	LF	0	48	48	\$500.00	\$24,000.00
21		2412.503	9X6 PRECAST CONCRETE BOX CULVERT	LF	64	0	64	\$1,000.00	\$64,000.00
22	3	2501.502	15" CP PIPE CULVERT	LF	186	165	351	\$55.00	\$19,305.00
23	3	2501.503	15" GS PIPE APRON	EACH	12	12	24	\$450.00	\$10,800.00
24	3	2501.502	18" CP PIPE CULVERT	LF	0	38	38	\$65.00	\$2,470.00
25	3	2501.503	18" GS PIPE APRON	EACH	0	2	2	\$550.00	\$1,100.00
26	3	2501.502	24" CP PIPE CULVERT	LF	138	0	138	\$80.00	\$11,040.00
27	3	2501.503	24" GS PIPE APRON	EACH	10	0	10	\$650.00	\$6,500.00
28	3	2501.502	36" CP PIPE CULVERT	LF	94	0	94	\$100.00	\$9,400.00
29	3	2501.503	36" GS PIPE APRON	EACH	4	0	4	\$1,000.00	\$4,000.00
30		2502.602	6" STORM SEWER CLEANOUT	EACH	2	0	2	\$500.00	\$1,000.00
31	10	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007C	LF	11	0	11	\$2,000.00	\$22,460.00
32		2511.507	RANDOM RIPRAP CLASS III	CY	23	29	52	\$90.00	\$4,680.00
33		2531.618	TRUNCATED DOMES	SF	32	16	48	\$50.00	\$2,400.00
34		2557.502	SALVAGE VEHICULAR GATE	EACH	1	0	1	\$1,500.00	\$1,500.00
35		2557.502	VEHICULAR GATE	EACH	1	2	3	\$5,000.00	\$15,000.00
36	4	2563.601	TRAFFIC CONTROL	LS	0.5	0.5	1	\$5,000.00	\$5,000.00
37	5	2564.518	SIGN PANELS TYPE C	SF	59.83	59.00	119	\$150.00	\$17,824.50
38	6	2573.501	STABILIZED CONSTRUCTION EXIT	LS	0.5	0.5	1	\$5,000.00	\$5,000.00
39		2573.502	CULVERT END CONTROL	EACH	12	7	19	\$250.00	\$4,750.00
40		2573.503	SILT FENCE, TYPE HI	LF	8,535	5,320	13,855	\$5.00	\$69,275.00
41		2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	595	465	1,060	\$6.00	\$6,360.00
42	7	2575.604	RAPID STABILIZATION METHOD 4 - UPLAND	SY	0	0	0	\$5.00	\$0.00
43	8	2575.604	RAPID STABILIZATION METHOD 4 - WETLAND	SY	6,740	5,069	11,809	\$5.00	\$59,045.00
44		2582.503	4" SOLID LINE PAINT	LF	190	0	190	\$5.00	\$950.00
45		2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SF	180	0	180	\$25.00	\$4,500.00
46		-	PAVILION	LS	1	0	1	\$50,000.00	\$50,000.00
47		-	TAPCO SIGNS	EACH	0	4	4	\$15,000.00	\$60,000.00
48	12	2502.503	6" PERF PVC PIPE DRAIN	LF	200	0	200	\$75.00	\$15,000.00
49		-	CONCRETE RESTING PAD	EACH	16	20	36	\$2,500.00	\$90,000.00
50		-	BRIDGE	LS	1	0	1	\$150,000.00	\$150,000.00
51		-	TRASH RECEPTACLES	EACH	16	20	36	\$1,500.00	\$54,000.00
52		-	BENCHES	EACH	16	20	36	\$1,500.00	\$54,000.00
53		-	TK-PERMACLEAN VOC	GAL	9	7	16	\$150.00	\$2,400.00
54		-	TK-ANTI-GRAFFITI PRIMER 1450	GAL	13	9	22	\$150.00	\$3,300.00
55		-	FULL DEPTH REPAIR	EACH	1	0	1	\$7,500.00	\$7,500.00
							Construction Subtotal:		\$2,891,005.00
ADD ALTERNATIVE NO. 1 (KEENE CREEK PARK PARKING LOT)									
56		2211.507	AGGREGATE BASE (CV) CLASS 5	CY	500		500	\$45.00	\$22,500.00
57		2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	350		350	\$150.00	\$52,500.00
58		2360.509	TYPE SP 9.5 NON WEARING COURSE MIXTURE (3,B)	TON	350		350	\$150.00	\$52,500.00
59		2573.503	SILT FENCE, TYPE HI	LF	986		986	\$5.00	\$4,930.00
60		2575.604	RAPID STABILIZATION METHOD 4	SY	1165		1165	\$5.00	\$5,825.00
61			BARRIER ROCK PLACEMENT	EACH	47		47	\$50.00	\$2,350.00
62			MONUMENT SIGN	EACH	1		1	\$3,000.00	\$3,000.00
63			REMOVE GUARD RAIL	EACH	2		2	\$1,000.00	\$2,000.00
64			REMOVE LIGHT POLE	EACH	2		2	\$1,500.00	\$3,000.00
65			REMOVE GATE	EACH	1		1	\$1,500.00	\$1,500.00
66			ADA SIGNAGE	EACH	3		3	\$75.00	\$225.00
67			ADA PAVEMENT MARKING	EACH	2		2	\$10.00	\$20.00
68			GEOTEXTILE FABRIC TYPE 5	SY	2928		2928	\$3.00	\$8,784.00
69			SALVAGED CLASS 5	CY	1013		1013	\$3.00	\$3,039.51
70			COMMON EXCAVATION	CY	1013		1013	\$20.00	\$20,260.00
71			LIGHT POLE	EACH	3		3	\$15,000.00	\$45,000.00
72		2582.503	4" SOLID LINE PAINT	LF	1124		1124	\$5.00	\$5,619.20
73		2502.503	6" PERF PVC PIPE DRAIN	LF	108		108	\$75.00	\$8,062.50
							Add Alt 1 Subtotal:		\$241,115.21

Construction Total:	\$3,132,120.21
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Hermantown Trail	
Estimated Construction Subtotal	\$3,132,120.21
Design Engineering	\$200,000.00
Construction Engineering	\$100,000.00
Surveying	\$45,000.00
Wetland Permitting	\$15,000.00
Geotechnical Evaluation and Report	\$15,000.00
Construction Materials Testing	\$25,000.00
Easement Acquisition	\$25,000.00
Legal Proceedings	\$15,000.00
Construction Contingency (5%)	\$156,606.01
Estimated Total Project Costs	\$3,728,726.22



CITY COUNCIL MEETING DATE: July 21, 2025

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Management Compensation Plan

☒ **RESOLUTION:** 2025-118 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve changes to the Management Compensation plan for 2025-2027.

BACKGROUND

The City has settled all labor contracts for the years 2025, 2026 and 2027. Management employees are covered under the Management Compensation plan. I met with the management employees and discussed the recommended changes as described below.

Significant Changes are described in the attached.

SOURCE OF FUNDS (if applicable)

Wage increase are charged to specific funds and/or departments.

ATTACHMENTS

Resolution
Proposed Changes to Mgmt. Compensation Plan

Resolution No. 2025-118

Resolution Approving Amendments To The Management Compensation Plan

WHEREAS, the City Council desires to amend the Management Compensation Plan from time to time, in order to keep the plan updated relative to the changes in the workplace and market; and

WHEREAS, The City has reached agreements with all three bargaining units for 2025 through 2027; and

WHEREAS, the City Administrator met with the management employees to review possible changes to the compensation plan,

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

1. The City Council approves amendments to the Management Compensation Plan for 2025, 2026 and 2027.

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 July 21, 2025.

**Proposed changes to the
Management Compensation Plan
7/21/2025**

Cell Phones: All Division Directors and Managers shall be issued a City Cell phone so that they are available via phone and e-mail when away from the office. If a Director prefers, in lieu of a separate city phone, they may receive ~~a monthly stipend of \$25 per month~~ reimbursement of up to \$75 per month with proper receipts with the understanding that their phone will be used for city business and e-mails.

Car Allowance: The Building Official will be provided a car allowance of \$600 per month, unless a City vehicle is available to him as determined by the City Administrator.

Holidays – Add:

Juneteenth June 19th

Meal Allowances. Employees shall be reimbursed for meals ~~up to fifty-five dollars (\$55.00) per day~~ provided it is a reasonable amount, including tax and gratuity but excluding alcohol, with receipts. Dinner reimbursement may be claimed only if the employee is away from the home station in a travel status overnight or is required to remain in a travel status until 7 p.m. Lunch reimbursement may be claimed only if the employee is on assignment away from the home station at least one (1) hour before and during the normal lunch period. Breakfast reimbursement may be claimed only if the employee is on assignment away from the home station in a travel status overnight, or departs from home in an assigned travel status before 6 a.m. An employee eligible for one (1) or more meals may combine the reimbursements for one (1) meal charge. Employees shall be required to provide receipts on being reimbursed for meal allowances.

Step Increases Revise language to reflect implementation of new pay grid

Employees hired before July 7 2024 will be placed on the following steps and move to the next step on the first day of the first pay period of subsequent years.

Employees hired after July 7, 2024, will move to the next step on the first day of the pay period following their anniversary. (Economic Development Director)

Employees will move on an annual basis to the next step, if applicable, until they reach Step 9 of their respective Grade.

Grade Placement effective January 5, 2025

Grade	Position	1/6/2025
M	Fire Inspector	6
M	Asst Fin Director	5

Proposed changes to the
Management Compensation Plan
7/21/2025

M	City Clerk	3
N	Building Inspector	3
O+	Fire Chief	7
P	Utility & Infrastructure Director	3
P	Public Works Director	8
P	Comm Development Director	8
Q	Director of Fin & Admin	9 (Max)
Q	Economic Development Director	5**
R	Public Safety Director	9 (Max)
R	Asst City Administrator	2

** Moves to Step 6 following anniversary date

ACROSS THE BOARD INCREASES

Effective 1/5/25	3.5%
Effective 1/4/26	3.5%
Effective 1/3/27	3.5%

2025

Grade	1	2	3	4	5	6	7	8	9
M	\$ 37.86	\$ 39.38	\$ 40.95	\$ 42.59	\$ 44.29	\$ 46.07	\$ 47.91	\$ 49.83	\$ 51.82
N	\$ 39.76	\$ 41.35	\$ 43.00	\$ 44.72	\$ 46.51	\$ 48.37	\$ 50.30	\$ 52.32	\$ 54.41
O	\$ 43.73	\$ 45.48	\$ 47.30	\$ 49.19	\$ 51.16	\$ 53.21	\$ 55.34	\$ 57.55	\$ 59.85
O+	\$ 46.57	\$ 48.44	\$ 50.38	\$ 52.39	\$ 54.49	\$ 56.67	\$ 58.93	\$ 61.29	\$ 63.74
P	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28	\$ 58.53	\$ 60.87	\$ 63.30	\$ 65.84
Q	\$ 52.92	\$ 55.03	\$ 57.23	\$ 59.52	\$ 61.90	\$ 64.38	\$ 66.96	\$ 69.63	\$ 72.42
R	\$ 58.21	\$ 60.54	\$ 62.96	\$ 65.48	\$ 68.09	\$ 70.82	\$ 73.65	\$ 76.60	\$ 79.66

2026

Grade	1	2	3	4	5	6	7	8	9
M	\$ 39.19	\$ 40.76	\$ 42.39	\$ 44.08	\$ 45.84	\$ 47.68	\$ 49.59	\$ 51.57	\$ 53.63
N	\$ 41.15	\$ 42.79	\$ 44.51	\$ 46.29	\$ 48.14	\$ 50.06	\$ 52.06	\$ 54.15	\$ 56.31
O	\$ 45.26	\$ 47.07	\$ 48.96	\$ 50.91	\$ 52.95	\$ 55.07	\$ 57.27	\$ 59.56	\$ 61.95
O+	\$ 46.57	\$ 48.44	\$ 50.38	\$ 52.39	\$ 54.49	\$ 56.67	\$ 58.93	\$ 61.29	\$ 63.74
P	\$ 49.79	\$ 51.78	\$ 53.85	\$ 56.01	\$ 58.25	\$ 60.58	\$ 63.00	\$ 65.52	\$ 68.14
Q	\$ 54.77	\$ 56.96	\$ 59.24	\$ 61.61	\$ 64.07	\$ 66.63	\$ 69.30	\$ 72.07	\$ 74.95
R	\$ 60.24	\$ 62.65	\$ 65.16	\$ 67.77	\$ 70.48	\$ 73.30	\$ 76.23	\$ 79.28	\$ 82.45

2027

Grade	1	2	3	4	5	6	7	8	9
M	\$ 40.56	\$ 42.18	\$ 43.87	\$ 45.62	\$ 47.45	\$ 49.35	\$ 51.32	\$ 53.37	\$ 55.51
N	\$ 42.59	\$ 44.29	\$ 46.06	\$ 47.91	\$ 49.82	\$ 51.81	\$ 53.89	\$ 56.04	\$ 58.28
O	\$ 46.85	\$ 48.72	\$ 50.67	\$ 52.70	\$ 54.80	\$ 57.00	\$ 59.28	\$ 61.65	\$ 64.11
O+	\$ 46.57	\$ 48.44	\$ 50.38	\$ 52.39	\$ 54.49	\$ 56.67	\$ 58.93	\$ 61.29	\$ 63.74
P	\$ 51.53	\$ 53.59	\$ 55.74	\$ 57.97	\$ 60.28	\$ 62.70	\$ 65.20	\$ 67.81	\$ 70.52
Q	\$ 56.69	\$ 58.95	\$ 61.31	\$ 63.76	\$ 66.31	\$ 68.97	\$ 71.73	\$ 74.59	\$ 77.58
R	\$ 62.35	\$ 64.85	\$ 67.44	\$ 70.14	\$ 72.94	\$ 75.86	\$ 78.90	\$ 82.05	\$ 85.34

CITY COUNCIL MEETING DATE: July 21, 2025

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Engineering Services – Project 173: Birch Hills Subdivision Development in Section 23.

☒ **RESOLUTION:** 2025-119 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Accept proposal from Short Elliot Hendrickson, Inc. for Project Birch Hills Subdivision Development in Section 23 Hearing.

BACKGROUND

The City intends to make improvements on the city owner property at the corner of Okerstrom and Morris Thomas Road know as the Birch Hills Subdivision Development in Section 23 in 2026. Short Elliot Hendrickson, Inc. has prepared the attached cost breakdown and Proposal which addresses the services that will be provided. Staff interviewed the team of Short Elliot Hendrickson, Inc. and it is recommended that the City accept the proposal from them for the design engineering.

The subdivision project consists of the design of Betula Lane from Morris Thomas Road to its cul-da-sac terminus, the design of Betula Circle cul-da-sac, & the design of Birch Hills Trail from Betula Lane to Johnson Road. The total length of design is approximately 2,000 linear feet. Work will include, but not be limited to full road design, creating new streets, including the addition of storm sewer, sidewalks, curb and gutter, ditching, culvert, and street lights.

The utility portion of the project will include the extension of sanitary sewer and water main with residential stubs at each parcel.

The project will also include mass grading for site preparation with potential for retaining walls.

Complete services are desired to review existing streets and infrastructure, gather preliminary design data, perform engineering surveys and preliminary engineering, hydraulics, complete final design including plans and specifications for roadway construction, utilities and mass grading.

SOURCE OF FUNDS (if applicable)

230-465100-305 Project 173

Sales Tax (Sanitary, Water, Trail)

Grants

Special Assessments

Stormwater/Street light utility fees

General levy (through the issuance of bonds)

ATTACHMENTS

Resolution

Proposal

Resolution No. 2025-119

Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Short Elliot Hendrickson. (City Engineering Services) For The Birch Hills Subdivision Development Project In Section 23

WHEREAS, the City of Hermantown (“City”) desires to obtain design and construction engineering services with respect to Birch Hills Subdivision Development in Section 23; and

WHEREAS, Short Elliot Hendrickson, Inc. (“Engineer”) submitted a proposal as shown on Exhibit A to the City to provide such services and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to accept the proposal.

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

1. The proposal from Short Elliot Hendrickson, Inc. for design and construction engineering services attached hereto as Exhibit A for Birch Hills Subdivision Development in Section 23 is hereby accepted.
2. The source of payment for the consultant services will be City Fund No 230-465100-305 Project 173.

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 July 21, 2025.

COST PROPOSAL

Birch Hills Subdivision Development

Betula Lane, Betula Circle, Birch Hills Trail

HERMANTOWN, MINNESOTA | JULY 14, 2025



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

July 14, 2025

John Mulder, City Administrator
jmulder@hermantownmn.com
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811



Building a Better World
for All of Us®

RE: Cost Proposal, Birch Hills Subdivision Development (Betula Lane, Betula Circle, Birch Hills Trail)

Dear Mr. Mulder and Members of the Selection Committee,

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this cost proposal for the Birch Hills Subdivision Development Project. This cost proposal is based on the scope of services outlined and discussed in our separate proposal. The fee breakdown is as follows:

DESIGN PHASE SERVICES

Design Services	\$256,310
Bidding Services	\$4,975
Direct Expenses	\$470
Total Cost	\$261,755

The requested detailed work plan with identified efforts and hourly rates are enclosed.

ASSUMPTIONS

The assumptions used to generate these costs are outlined as follows:

- Kickoff and check-in meetings will include a virtual option
- Scope includes only the meetings outlined in the RFP and Proposal
- The City will provide the preliminary site layout with accompanying design files shown in the RFP
- SEH will help develop one modified layout beyond what the City has provided if needed
- The City will provide geotechnical services required for design. SEH will have input on the location of soil borings and the content of the geotechnical report so the information can be used for retaining wall design.
- The City will provide a complete topographic survey of the site that includes all data needed for design and will provide supplemental survey data if needed
- The City will provide the wetland delineation for the site and will secure the wetland permits required for construction. Wetland permitting will be secured by March 2026 and will not impact the bidding schedule.
- The City will perform the platting of the site but SEH will provide the required site layout
- Alignments, profiles, corridors, and grading will be developed after a layout is finalized. A layout will be finalized with the 30% submittal and will not change after that point.
- No easements will be required for this project
- Utility design includes water, sanitary sewer, and storm sewer. Other utilities such as electricity and gas are not included in this scope.
- No force mains, lift stations, or water pump stations will be required
- Existing water and sanitary sewer mains are located near the site and have capacity to serve the proposed development
- The City will provide guidance on their preferred method of volume reducing stormwater management facilities for developments

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55802-1512

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

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

- The City will provide “front end” specifications for the project and SEH will supplement the City’s standard specifications as needed
- Permitting assistance included in this scope includes the City’s Erosion Control and Fill Permit, WLSSD/MPCA Sewer Extension Permit, MnDOH Watermain Extension Permit, and County Work in ROW Permit
- No coordination with the MnDOT state-aid office is required for this project
- All retaining walls required for the project will be modular block walls with geogrid reinforcement
- No more than 2 retaining walls will be required at the site and they will be designed with the MnDOT or National Concrete Masonry Association design guidelines
- Street lighting will only be required at intersections, curves, cul-de-sacs and will not be continuous throughout the development

Additional services that may become necessary during the design of this project will be discussed when they arise. For this work we will charge our standard hourly rates.

The terms of this cost proposal are valid for the length of this project.

By selecting SEH, the City of Hermantown can be assured that we will focus our energies on providing quality services for a successful and exceptional project outcome for this project!

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC.



MATT BOLT PE (MN)
**PROJECT MANAGER/
PUBLIC INVOLVEMENT**



Project Name: Birch Hills Subdivision Development

Client: City of Hermantown

SEH Project # HERMT P-186153

Date: 7/10/2025

Prepared by: Matt Bolf

Reviewed By: Matt Henderson

Prepared Date: 7/10/2025

Reviewed Date: 7/10/2025

Billing Title Employee Name		PM Bolf	PE Henderson	Grad Eng Willoughby	Scientist Masa	PE Kruse	PE Wambold	PE Jennings	Grad Eng Doneen	Sr Tech Glendenning	Survey Crew Chief Anderson	Accounting Rep Babb	Admin Tech Hayes	Subconsultant & Expenses	Total
Task #1 - Project Management															
1.1	Contract and General														
	Develop contract	1	1												2
	Create project in accounting system	1	1									1			3
	Develop Quality Control Plan	1	2	2		1	1	1							8
	Project schedule and fee review	4													4
	Invoice management	4	8									6			18
	Subtotal Hours	11	12	2		1	1	1				7		N/A	35
1.2	Meetings (Notice, Agenda, Materials, Minutes)														
	Kickoff meeting with the City	3	2	2		1	1	1					1	\$ 50.00	11
	Kickoff meeting with SEH Staff	2	2	1		1	1	1	1						9
	Design team meetings		4	5		2	1	4	1	1					18
	City Council meetings (1)	3												\$ 50.00	3
	Public informational meetings (2)	6	3	6									2	\$ 50.00	17
	Public Hearing	3	3	3									1	\$ 50.00	10
	Closeout meeting	1	1	1		1	1	1		1					7
	Subtotal Hours	18	15	18		5	4	7	2	2			4	N/A	75
	Task Hours Summary	29	27	20		6	5	8	2	2		7	4	N/A	110
	Task Fee Summary	\$7,685.00	\$4,860.00	\$2,700.00		\$1,260.00	\$1,225.00	\$1,960.00	\$320.00	\$260.00		\$910.00	\$480.00	\$200.00	\$21,860.00
Task #2 - Preliminary Engineering															
2.1	Data Collection														
	Collect Data from Client (CAD, GIS, survey, geotech, etc)	1	2	2											5
	Design / Bid standards (recent proposal form, instructions to bidders, general conditions, special conditions, standard specifications, standard plates, CAD standards)	1	2	1											4
	Utility Coordination Process														
	Field mark OneCalls (required prior to submitting ticket)			2										\$ 50.00	2
	Conduct Utility One Call & Collect Utility Maps		1	4											5
	Utility Coordination Checklist QA/QC									2					2
	Utility Coordination with private utilities		2	4											6
	Natural Resources														
	Meeting with City and review of permitting options	1	1		4										6
	Assist City as needed with permitting				8										8
	Subtotal Hours	3	8	13	12					2				N/A	38
2.2	Geotechnical Review and Retaining Wall Design														
	Input & coordination with City's geotechnical subconsultant	1					10								11
	Review geotech report		2				2								4
	Determine soil properties						8								8
	Global slope stability and external analysis of the walls						10								10
	Design memorandum for retainings walls						10								10
	Subtotal Hours	1	2				40							N/A	43
2.3	Topographic Survey														
	Review City provided survey information		1	1							8				10
	Subtotal Hours		1	1							8			N/A	10
2.4	Preliminary Street and Utility Design														
	Reduce survey data into basemap (Create CAD BA file)			3						2					5
	Incorporate available data info into basemap (Utility Maps, Data Collection information, etc.)	1	1	4						1					7
	Develop project existing surface model		1	4						1					6
	Determine typical sections		1	4											5
	Establish proposed centerline alignment	1	2	12						1					16
	Setup initial roadway model (profile, assemblies, corridor)		1	24						1					26
	Refine profile based on design criteria and tie ins		1	16						8					25
	Proposed Geometrics		1	24						8					33
	ADA Compliance design	1	4	30						15					50
	Misc. Utility Design (gas, electric, steam, low voltage)									1					1
	Exhibits (permits, client requests, meetings)		1	8						1					10
	Site Grading (Site Development Projects)	1	4	40						4					49
	Turning Movement Diagrams (Site Development Projects)		1	8						1					10
	Drainage/Storm Sewer Design														
	Project setup, working maps, review background data		1	2				1	10						14
	Existing conditions drainage analysis							1	8						9
	Conceptual drainage layout			8				4	42						54
	Pre-application meeting and follow up stakeholder meeting							4	4						8
	Inlet spacing, storm sewer layout, trunk sizing			12				6	50						68
	Stormwater management treatment			40				6	40						86
	Report with calculations and figures			4				4	18						26
	Storm sewer and storm water management design			12				4	50						66
	Final design	1	1	10				4	35						51
	Road culverts			6											6
	Sanitary Sewer Design														
	Create Sanitary Sewer layout		2	3						20					25
	Create proposed pipe networks		2	3						20					25
	Pipe/manhole sizing		1	1						8					10
	Water Main Design														
	Create water main layout		2	4						24					30
	Water modeling/sizing		2	9						5					16
	Create pipe profile/pressure pipe network		2	3						20					25
	Street Lighting														
	Identify street lighting improvements and lighting selection		1			12									13
	Utility Coordination and conflict check					5									5
	Voltage drop calculations					5									5
	Lighting Layout based on electrical design									8					8
	Traffic Design														
	Signing/stripping		1	4											5
	Cost Estimating														
	30% Cost Estimate (preliminary form)	1	2	3					1						7
	60% Cost Estimate (based on quantity take off & bid items)	2	3	5					2						12
	90% Cost Estimate	3	4	5				1	2						15
	Subtotal Hours	11	42	311		22		35	262	149				N/A	832
2.5	Right of Way/Easements/Platting														
	Layout for platting	1	3	12							1				17
	Platting assistance	1									10				11
	Subtotal Hours	2	3	12							11			N/A	28
	Task Hours Summary	17	56	337	12	22	40	35	262	151	19			N/A	951
	Task Fee Summary	\$4,505.00	\$10,080.00	\$45,495.00	\$1,800.00	\$4,620.00	\$9,800.00	\$8,575.00	\$41,920.00	\$19,630.00	\$2,755.00			\$50.00	\$149,230.00



Project Name: Birch Hills Subdivision Development

Client: City of Hermantown

SEH Project # HERMT P-186153

Date: 7/10/2025

Prepared by: Matt Bolf

Reviewed By: Matt Henderson

Prepared Date: 7/10/2025

Reviewed Date: 7/10/2025

Billing Title Employee Name		PM Bolf	PE Henderson	Grad Eng Willoughby	Scientist Masa	PE Kruse	PE Wambold	PE Jennings	Grad Eng Doneen	Sr Tech Glendenning	Survey Crew Chief Anderson	Accounting Rep Babb	Admin Tech Hayes	Subconsultant & Expenses	Total
Task #3 - Bid Documents															
3.1	Develop Construction Plans														
	Title Sheet									2					2
	General Layout		1							4					5
	Estimated Quantities, Notes, Standard Plates		1	8						1					10
	General Notes		1	6											7
	Tabulations		1	8											9
	Construction details		1	2					4	18					25
	Typical Sections		1	2						8					11
	Alignment Tabulation and Survey Control		1	2											3
	Existing Conditions/Removals		1	1						10					12
	Site Grading Plan		1	20						1					22
	Plan and Profile Sheets - sanitary and water main		1	5						20					26
	Plan and Profile Sheets - street and storm sewer		1	20						5					26
	Storm Sewer lead profiles		1	12						1					14
	Storm Water Pollution Prevention Plan (SWPPP)		1	5				1	8						15
	Erosion Control		1	2				2		8					13
	Traffic Control		1	2											3
	Pavement Markings/Signing		1	4											5
	Street Lighting (plan, wiring diagrams, notes, etc.)		1	1		14									16
	ADA standard plans		2	26						3					31
	Retaining Walls		1	10			6			1					18
	Quality control review	14	10	8						12					44
	Subtotal Hours	14	30	144		14	6	3	12	94				N/A	317
3.2	Project Manual														
	Front end documents from City	1	3												4
	Special provisions	3	3	4											10
	Technical specifications	2	8	5		6	2								23
	Quality control review	4	2	2		1	1	1							11
	Subtotal Hours	10	16	11		7	3	1						N/A	48
3.3	Quantities, Bid Tab, Engineer's Estimate														
	Develop statement of estimate quantities	1	2	2											5
	Quantities (Hand calculations and quantities from QT file)		1	4					2	2					9
	Proposed Utility Tabulation (water/sewer/storm)			16						16					32
	Earthwork Tabulation			8						4					12
	Misc. Tabulation (pavement, aggregate, turf, erosion, etc)		1	8						6					15
	Develop bid tab	1	2												3
	Develop unit pricing and engineer's estimate	1	4	2											7
	Subtotal Hours	3	10	40					2	28				N/A	83
3.4	Agency Reviews & Permits														
	30% Owner Review Meeting	4	4	1									1	\$ 50.00	10
	60% Owner Review Meeting	4	4	1									1	\$ 50.00	10
	90% Owner Review Meeting	4	4	1									1	\$ 50.00	10
	Final Owner Review Meeting	4	4											\$ 50.00	8
	Department of Health	1	5	8											14
	WLSD/MPCA	1	6	8											15
	Agency Permits (MnDOT, County, Local)	1	6	6											13
	Stormwater applications and checklists							1	8						9
	Subtotal Hours	19	33	25				1	8				3	N/A	89
3.5	Bidding														
	Prepare ad for bid & electronic bid docs	1	3	1									3		8
	Respond to bid questions & prepare addenda	3	3	2											8
	Attend bid opening	2												\$ 20.00	2
	Review and tabulate bids	2	4	2											8
	Subtotal Hours	8	10	5									3	N/A	26
	Task Hours Summary	54	99	225		21	9	5	22	122			6	N/A	563
	Task Fee Summary	\$14,310.00	\$17,820.00	\$30,375.00		\$4,410.00	\$2,205.00	\$1,225.00	\$3,520.00	\$15,860.00			\$720.00	\$220.00	\$90,665.00
Project Summary															
	Project Hours Summary	100	182	582	12	49	54	48	286	275	19	7	10	N/A	1,624
	Project Fee Summary	\$26,500.00	\$32,760.00	\$78,570.00	\$1,800.00	\$10,290.00	\$13,230.00	\$11,760.00	\$45,760.00	\$35,750.00	\$2,755.00	\$910.00	\$1,200.00	\$470.00	\$261,755.00

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Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES





July 16, 2025

RE: Request for Proposal
Design Services for Birch Hills Subdivision
Development – Betula Lane, Betula Circle,
Birch Hills Trail
REVISED COST PROPOSAL
SEH No. HERMT P-186153

John Mulder, City Administrator
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this revised cost proposal for the Birch Hills Subdivision Development Project. This cost proposal is based on the scope of services outlined and discussed in our separate proposal and on recent discussions with City staff. The revised fee breakdown is as follows:

Design Phase Services

Design Services	\$232,905
Bidding Services	\$4,155
Direct Expenses	\$300
Total Cost	\$237,360

The requested detailed work plan with identified efforts and hourly rates are enclosed.

The assumptions used to generate these costs are outlined below. Please note these assumptions are different than what was originally submitted with our proposal.

- Kickoff and check-in meetings will include a virtual option
- Scope includes only the meetings outlined in the RFP and Proposal with the exception that SEH will not be required to attend or participate in any public meetings, public hearings, a 60% design review meeting, or a bid opening.
- The City will provide the preliminary site layout with accompanying design files shown in the RFP
- No revisions to the current city-provided layout shown in the RFP will be required
- The City will provide geotechnical services required for design. SEH will have input on the location of soil borings and the content of the geotechnical report.
- The City will provide a complete topographic survey of the site that includes all data needed for design and will provide supplemental survey data if needed
- The City will provide the wetland delineation for the site and will secure the wetland permits required for construction. Wetland permitting will be secured by March 2026 and will not impact the bidding schedule.
- The City will perform the platting of the site but SEH will provide the required site layout
- Alignments, profiles, corridors, and grading will be developed after a layout is finalized. A layout

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, P.O. Box 229, Duluth, MN 55801-0229

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

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will be finalized with the 30% submittal and will not change after that point.

- No easements will be required for this project
- Utility design includes water, sanitary sewer, and storm sewer. Other utilities such as electricity and gas are not included in this scope.
- No force mains, lift stations, or water pump stations will be required
- Existing water and sanitary sewer mains are located near the site and have capacity to serve the proposed development
- The City will provide guidance on their preferred method of volume reducing stormwater management facilities for developments
- The City will provide "front end" specifications for the project and SEH will supplement the City's standard specifications as needed
- Permitting assistance included in this scope includes the City's Erosion Control and Fill Permit, WLSSD/MPCA Sewer Extension Permit, MnDOH Watermain Extension Permit, and County Work in ROW Permit
- No coordination with the MnDOT state-aid office is required for this project
- No retaining wall design or analysis is included in this scope
- Street lighting will only be required at intersections, curves, cul-de-sacs and will not be continuous throughout the development

Additional services that may become necessary during the design of this project will be discussed when they arise. For this work we will charge our standard hourly rates.

The terms of this cost proposal are valid for the length of this project.

By selecting SEH, the City of Hermantown can be assured that we will focus our energies on providing quality services for a successful and exceptional project outcome for this project!

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC.



Matt Bolf, PE (Lic. MN, WI)
Project Manager



Project Name: Birch Hills Subdivision Development

Client: City of Hermantown

SEH Project # HERMT P-186153

Date: 7/16/2025

Prepared by: Matt Bolf

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Billing Title Employee Name		PM Bolf	PE Henderson	Grad Eng Willoughby	Scientist Masa	PE Kruse	PE Wambold	PE Jennings	Grad Eng Doneen	Sr Tech Glendenning	Survey Crew Chief Anderson	Accounting Rep Babb	Admin Tech Hayes	Subconsultant & Expenses	Total
Task #1 - Project Management															
1.1	Contract and General														
	Develop contract	1	1												2
	Create project in accounting system	1	1									1			3
	Develop Quality Control Plan	1	2	2		1		1							7
	Project schedule and fee review	4													4
	Invoice management	4	8									6			18
	Subtotal Hours	11	12	2		1		1				7		N/A	34
1.2	Meetings (Notice, Agenda, Materials, Minutes)														
	Kickoff meeting with the City	3	2	2		1		1					1	\$ 50.00	10
	Kickoff meeting with SEH Staff	2	2	1		1		1	1						8
	Design team meetings		3	4		2		4	1	1					15
	City Council meetings (1)	3												\$ 50.00	3
	Public informational meetings (2)														
	Public Hearing														
	Closeout meeting	1	1	1		1		1		1					6
	Subtotal Hours	9	8	8		5		7	2	2			1	N/A	42
	Task Hours Summary	20	20	10		6		8	2	2		7	1	N/A	76
	Task Fee Summary	\$5,300.00	\$3,600.00	\$1,350.00		\$1,260.00		\$1,960.00	\$320.00	\$260.00		\$910.00	\$120.00	\$100.00	\$15,180.00
Task #2 - Preliminary Engineering															
2.1	Data Collection														
	Collect Data from Client (CAD, GIS, survey, geotech, etc)	1	2	2											5
	Design / Bid standards (recent proposal form, instructions to bidders, general conditions, special conditions, standard specifications, standard plates, CAD standards)	1	2	1											4
	Utility Coordination Process														
	Field mark OneCalls (required prior to submitting ticket)			2										\$ 50.00	2
	Conduct Utility One Call & Collect Utility Maps		1	4											5
	Utility Coordination Checklist QA/QC									2					2
	Utility Coordination with private utilities		2	4											6
	Natural Resources														
	Meeting with City and review of permitting options	1	1		4										6
	Assist City as needed with permitting				8										8
	Subtotal Hours	3	8	13	12					2				N/A	38
2.2	Geotechnical Review and Retaining Wall Design														
	Input & coordination with City's geotechnical subconsultant	1													1
	Review geotech report		2												2
	Determine soil properties														
	Global slope stability and external analysis of the walls														
	Design memorandum for retainings walls														
	Subtotal Hours	1	2											N/A	3
2.3	Topographic Survey														
	Review City provided survey information		1	1							8				10
	Subtotal Hours		1	1							8			N/A	10
2.4	Preliminary Street and Utility Design														
	Reduce survey data into basemap (Create CAD BA file)			3						2					5
	Incorporate available data info into basemap (Utility Maps, Data Collection information, etc.)	1	1	4						1					7
	Develop project existing surface model		1	4						1					6
	Determine typical sections		1	4											5
	Establish proposed centerline alignment	1	2	12						1					16
	Setup initial roadway model (profile, assemblies, corridor)		1	24						1					26
	Refine profile based on design criteria and tie ins		1	16						8					25
	Proposed Geometrics		1	23						8					32
	ADA Compliance design	1	4	30						15					50
	Misc. Utility Design (gas, electric, steam, low voltage)									1					1
	Exhibits (permits, client requests, meetings)		1	8						1					10
	Site Grading (Site Development Projects)	1	4	38						4					47
	Turning Movement Diagrams (Site Development Projects)		1	8						1					10
	Drainage/Storm Sewer Design														
	Project setup, working maps, review background data		1	2				1	10						14
	Existing conditions drainage analysis							1	8						9
	Conceptual drainage layout			8				4	42						54
	Pre-application meeting and follow up stakeholder meeting							4	4						8
	Inlet spacing, storm sewer layout, trunk sizing			12				6	50						68
	Stormwater management treatment			40				6	40						86
	Report with calculations and figures			4				4	18						26
	Storm sewer and storm water management design			12				4	50						66
	Final design	1	1	10				4	35						51
	Road culverts			6											6
	Sanitary Sewer Design														
	Create Sanitary Sewer layout		2	3						20					25
	Create proposed pipe networks		2	3						20					25
	Pipe/manhole sizing		1	1						8					10
	Water Main Design														
	Create water main layout		2	4						24					30
	Water modeling/sizing		2	9						5					16
	Create pipe profile/pressure pipe network		2	3						20					25
	Street Lighting														
	Identify street lighting improvements and lighting selection		1			12									13
	Utility Coordination and conflict check					5									5
	Voltage drop calculations					5									5
	Lighting Layout based on electrical design									8					8
	Traffic Design														
	Signing/stripping		1	4											5
	Cost Estimating														
	30% Cost Estimate (preliminary form)	1	2	3					1						7
	60% Cost Estimate (based on quantity take off & bid items)	1	2	4					1						8
	90% Cost Estimate	3	4	5				1	2						15
	Subtotal Hours	10	41	307		22		35	261	149				N/A	825
2.5	Right of Way/Easements/Platting														
	Layout for platting	1	3	12							1				17
	Platting assistance	1									10				11
	Subtotal Hours	2	3	12							11			N/A	28
	Task Hours Summary	16	55	333	12	22		35	261	151	19			N/A	904
	Task Fee Summary	\$4,240.00	\$9,900.00	\$44,955.00	\$1,800.00	\$4,620.00		\$8,575.00	\$41,760.00	\$19,630.00	\$2,755.00			\$50.00	\$138,285.00



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Client: City of Hermantown

SEH Project # HERMT P-186153

Date: 7/16/2025

Prepared by: Matt Bolf

Reviewed By: Matt Henderson

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Reviewed Date: 7/16/2025

Billing Title		PM	PE	Grad Eng	Scientist	PE	PE	PE	Grad Eng	Sr Tech	Survey Crew	Accounting	Admin Tech	Subconsultant &	Total
Employee Name		Bolf	Henderson	Willoughby	Masa	Kruse	Wambold	Jennings	Doneen	Glendenning	Chief Anderson	Rep Babb	Hayes	Expenses	
Task #3 - Bid Documents															
3.1	Develop Construction Plans														
	Title Sheet									2					2
	General Layout		1							4					5
	Estimated Quantities, Notes, Standard Plates		1	8						1					10
	General Notes		1	6											7
	Tabulations		1	8											9
	Construction details		1	2					4	18					25
	Typical Sections		1	2						8					11
	Alignment Tabulation and Survey Control		1	2											3
	Existing Conditions/Removals		1	1						10					12
	Site Grading Plan		1	20						1					22
	Plan and Profile Sheets - sanitary and water main		1	5						20					26
	Plan and Profile Sheets - street and storm sewer		1	20						5					26
	Storm Sewer lead profiles		1	12						1					14
	Storm Water Pollution Prevention Plan (SWPPP)		1	5				1	8						15
	Erosion Control		1	2				2		8					13
	Traffic Control		1	2											3
	Pavement Markings/Signing		1	4											5
	Street Lighting (plan, wiring diagrams, notes, etc.)		1	1		14									16
	ADA standard plans		2	26						3					31
	Retaining Walls														
	Quality control review	14	10	8						12					44
	Subtotal Hours	14	29	134		14		3	12	93				N/A	299
3.2	Project Manual														
	Front end documents from City	1	3												4
	Special provisions	3	3	4											10
	Technical specifications	2	8	5		6									21
	Quality control review	4	2	2		1		1							10
	Subtotal Hours	10	16	11		7		1						N/A	45
3.3	Quantities, Bid Tab, Engineer's Estimate														
	Develop statement of estimate quantities	1	2	2											5
	Quantities (Hand calculations and quantities from QT file)		1	4					2	2					9
	Proposed Utility Tabulation (water/sewer/storm)			16						16					32
	Earthwork Tabulation			8						4					12
	Misc. Tabulation (pavement, aggregate, turf, erosion, etc)		1	8						6					15
	Develop bid tab	1	2												3
	Develop unit pricing and engineer's estimate	1	4	2											7
	Subtotal Hours	3	10	40					2	28				N/A	83
3.4	Agency Reviews & Permits														
	30% Owner Review Meeting	4	4	1									1	\$ 50.00	10
	60% Owner Review Meeting														
	90% Owner Review Meeting	4	4	1									1	\$ 50.00	10
	Final Owner Review Meeting	4	4											\$ 50.00	8
	Department of Health	1	5	8											14
	WLSRD/MPCA	1	6	8											15
	Agency Permits (MnDOT, County, Local)	1	6	6											13
	Stormwater applications and checklists							1	8						9
	Subtotal Hours	15	29	24				1	8				2	N/A	79
3.5	Bidding														
	Prepare ad for bid & electronic bid docs	1	3	1									3		8
	Respond to bid questions & prepare addenda	3	3	2											8
	Attend bid opening														
	Review and tabulate bids	2	4												6
	Subtotal Hours	6	10	3									3	N/A	22
	Task Hours Summary	48	94	212		21		5	22	121			5	N/A	528
	Task Fee Summary	\$12,720.00	\$16,920.00	\$28,620.00		\$4,410.00		\$1,225.00	\$3,520.00	\$15,730.00			\$600.00	\$150.00	\$83,895.00
Project Summary															
	Project Hours Summary	84	169	555	12	49		48	285	274	19	7	6	N/A	1,508
	Project Fee Summary	\$22,260.00	\$30,420.00	\$74,925.00	\$1,800.00	\$10,290.00		\$11,760.00	\$45,600.00	\$35,620.00	\$2,755.00	\$910.00	\$720.00	\$300.00	\$237,360.00



CITY COUNCIL MEETING DATE: July 21, 2025

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Hermantown Road & Old Midway Road Assessment Hearing.

☐ **RESOLUTION:** 2025-120 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Set the public hearing for the Hermantown Road & Old Midway Road Improvement Project assessments for August 18, 2025.

BACKGROUND

Work is completed on the Hermantown Road & Old Midway Road Improvement project after additional work was completed in the summer of 2025. Part of the funding for this project is special assessments on the properties that benefit from the constructed improvements. These property owners have been involved throughout the process dating back to the first public information meeting on April 17, 2023.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution with Public Notice and Notice to be sent to individual property owners.

Resolution No. 2025-120

Resolution Receiving Proposed Assessment Roll For The Construction Of Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724) And Ordering Hearing Thereon

WHEREAS, the City Council, by Resolution No. 2024-207 declared the cost to be assessed and ordered the City Clerk, with the assistance of the City Consulting Engineer, to prepare proposed assessment roll for Road Improvement District No. 541 And 542 (Hermantown Road and Bridge 7724) ("Project"); and

WHEREAS, the City Clerk, with the assistance of the City Consulting Engineer has prepared a proposed assessment roll for such Project; and

WHEREAS, said proposed assessment roll is on file with the City Clerk and open to public inspection and a copy is attached hereto as Exhibit A; and

WHEREAS, a public hearing is required to be held on such proposed assessment roll prior to the City Council approving such assessment roll; and

WHEREAS, the City Council desires that such public hearing be held following notice as required by law.

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

1. The proposed assessment roll prepared by the City Clerk is hereby received and ordered to be maintained on file and open to public inspection in the Administration Services Building during regular office hours.
2. A hearing on such proposed assessment roll shall be held on the **18th day August 2025, at 6:30 o'clock p.m.** in the City Council Chambers of the Administrative Services Building, 5105 Maple Grove Road, Hermantown, Minnesota, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
3. The City Clerk shall mail notice of such hearing to the owner of each parcel described in the assessment roll no later than August 7, 2025, and shall publish notice of such hearing in the official newspaper on **August 7, 2025** and on **August 14, 2025**.
4. The notice of the hearing to be published shall be in substantially the form of the notice attached hereto as Exhibit B.
5. The notice of the hearing to be mailed to each property owner shall be in substantially the form of the notice attached hereto as Exhibit C.

6. For the purpose of giving mailed notice; owners shall be those shown on the records of the St. Louis County Auditor.

7. The owner of any property so assessed may, at any time prior to December 31, 2025 pay the whole of the assessment on such property, without interest. The owner of any property so assessed may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Any such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. Partial prepayments of the assessment have not been authorized by ordinance 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 July 18, 2025.

EXHIBIT B
(To Be Published in the Hermantown Star)

NOTICE OF HEARING ON ASSESSMENTS FOR THE
CONSTRUCTION OF ROAD IMPROVEMENT DISTRICT NO. 541 AND 542
(HERMANTOWN ROAD AND BRIDGE 7724)

NOTICE IS HEREBY GIVEN that the City Council will meet 18th day AUGUST 2025, at 6:30 o'clock p.m. at the Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota to consider the proposed assessment for the construction of Road Improvement District No. 541 and 542 (Hermantown Road and Bridge 7724). This project consists for the rehabilitation/reconstruction of Hermantown Road between U.S. Route 2 and Ugstad Road, and the reconstruction of the entirety of Old Midway Road, and the reconstruction Bridge 7724 over the Rocky Run River. ("Project").

The area proposed to be assessed for such improvements are the parcels of land along Hermantown Road between U.S. Route 2 and Ugstad Road, and the reconstruction of the entirety of Old Midway Road determined by the City to be benefited by said improvements based on benefits received.

The proposed assessment roll is on file for public inspection at the office of the City Clerk in the Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota. The full cost of the entire project is approximately \$4,384,540. The amount of the proposed assessment for the entire Project is \$940,000.

Written or oral objections by any property owner to the proposed assessment will be considered at the hearing. If a property owner at or prior to the hearing files a written objection to the assessment, the City Council shall consider such objection at an adjourned meeting upon such further notice to such objecting property owner as it deems advisable.

An owner may appeal an assessment to the District Court of St. Louis County pursuant to Minnesota Statutes, Section 429.081 by serving notice of the appeal upon the Mayor or Clerk of the City within thirty (30) days after the adoption of the assessment roll and filing such notice with the District Court within ten (10) days after service upon the Mayor or Clerk. No such appeal may be taken as to the amount of any assessment unless a written objection signed by the affected property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the assessment hearing.

Under Sections 435.193 to 435.195 of the Minnesota Statutes, the City Council may, in its discretion, defer the payment of a special assessment for any homestead property owned by a person sixty-five (65) years of age or older or a person who is retired due to permanent disability or a person in the military ordered into active military service for whom it would be a hardship to make the payments.

When deferment of the special assessment has been granted and is terminated for any reason provided in that law, all amounts accumulated plus applicable interest become due.

Any assessed property owner meeting the requirements of such law and City of Hermantown Resolution No. 2024-09 may, on a form obtained from the City Clerk, apply for such deferral of payment of a special assessment.

Authorized by the City Council.

Alissa McClure, Clerk
City of Hermantown

EXHIBIT C
(To Be Mailed to Property Owners)

NOTICE OF HEARING ON ASSESSMENT FOR THE
CONSTRUCTION OF ROAD IMPROVEMENT DISTRICT NO. 541 AND 542
(HERMANTOWN ROAD AND BRIDGE 7724)

NOTICE IS HEREBY GIVEN that the City Council will meet at 6:30 o'clock p.m. on August 18, 2025 at the Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota, to consider the proposed assessment for the construction of Road Improvement District No. 541 and 542 (Hermantown Road and Bridge 7724) ("Project"). This project consists for the rehabilitation/reconstruction of Hermantown Road between U.S. Route 2 and Ugstad Road, and the reconstruction of the entirety of Old Midway Road, and the reconstruction Bridge 7724 over the Rocky Run River. ("Project").

The area proposed to be assessed for such improvements are the parcels of land along Hermantown Road between U.S. Route 2 and Ugstad Road, and the reconstruction of the entirety of Old Midway Road determined by the City to be benefited by said improvements based on benefits received.

The proposed assessment roll is on file for public inspection at the office of the City Clerk in the Governmental Services Building, 5105 Maple Grove Road, Hermantown, Minnesota. The full cost of the entire project is approximately \$4,384,540. The amount of the proposed assessment for the entire Project is \$940,000.

Written or oral objections by any property owner to the proposed assessment will be considered at the hearing. If a property owner at or prior to the hearing files a written objection to the assessment, the City Council shall consider such objection at an adjourned meeting upon such further notice to such objecting property owner as it deems advisable.

An owner may appeal an assessment to the District Court of St. Louis County pursuant to Minnesota Statutes, Section 429.081 by serving notice of the appeal upon the Mayor or Clerk of the City within thirty (30) days after the adoption of the assessment roll and filing such notice with the District Court within ten (10) days after service upon the Mayor or Clerk.

No such appeal may be taken as to the amount of any assessment unless a written objection signed by the affected property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the assessment hearing.

Under Minnesota Statutes, Sections 435.193 to 435.195, the Council may, in its discretion, defer the payment of a special assessment for any homestead property owned by a person sixty-five (65) years of age or older or a person who is retired due to permanent disability or a person in the military ordered into active military service for whom it would be a hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provided in that law, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of such law and City of Hermantown Resolution No. 2024-09 may, on a form obtained from the City Clerk, apply for such deferral of payment of a special assessment.

The amount to be specially assessed against your particular lot, piece or parcel of land, is **\$9,400.00**. You may at any time prior to December 2, 2025, pay the entire assessment on such property without interest, to the Hermantown City Clerk. No interest shall be charged if the entire assessment is paid by December 2, 2025. You may at any time thereafter pay to the Hermantown City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Any such payment must be made before December 2 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before December 2, 2025, the rate of interest that will apply is 5.5% percent over fifteen years. Partial prepayments of the assessments have not been authorized by ordinance of the City of Hermantown.

The proposed assessment roll may be adopted by the City Council at the hearing or at a regular meeting following the hearing.

Sincerely,

Alissa McClure, Clerk
City of Hermantown



CITY COUNCIL MEETING DATE: July 21, 2025

TO: Mayor & City Council

FROM: Joe Wicklund, Assistant City Administrator

SUBJECT: Resolution Authorizing Mayor and City Clerk to Approve a Residential Purchase Agreement

☒ **RESOLUTION:** 2025-121 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Direct Mayor and City Clerk to execute and deliver a Residential Purchase Agreement with Thomas Anderson for Spencer Thomas Holdings, LLC Perrin for a property located at 3715 Johnson Rd.

BACKGROUND

The terms of this agreement are consistent with the discussion held between council and staff at a previous meeting.

SOURCE OF FUNDS (if applicable)

101-490000-510

ATTACHMENTS

Resolution
Purchase Agreement

Resolution No. 2025-121

**Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver
A Purchase Agreement With Thomas Anderson For Spencer Thomas Holdings, LLC**

WHEREAS, Thomas Anderson for Spencer Thomas Holdings, LLC, (the “SELLERS”) the owner of 3715 Johnson Road and legally described on Exhibit A attached hereto (“Property”); and

WHEREAS, in order to promote redevelopment in the area, the City of Hermantown (the “City”) has proposed to purchase the Property from the Seller for a purchase price not-to-exceed \$225,000; and

WHEREAS, the City Council has duly considered this matter and finds, determines and declares that the purchase of the Property in the amount not-to-exceed \$225,000.00 pursuant to the terms of the Purchase Agreement attached hereto as Exhibit B, is in the best interests of the City.

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

1. The Purchase Agreement substantially in the form of the one attached hereto as Exhibit B, subject to approval on any non-substantive changes as are approved by the City Administrator and the City’s legal team, is hereby approved and for a purchase price not \$225,000.00.

2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and execute and deliver whatever documents are necessary to consummate the transactions contemplated by the Purchase 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 July 21, 2025.

EXHIBIT A
Legal Description

A tract of land in the Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$), Section Twenty-five (25), Township Fifty (50) North of Range Fifteen (15) West of the Fourth Principal Meridian, described as follows: Commencing:

A TRACT OF LAND IN SW1/4 OF SE1/4 COMM AT THE SE COR ALSO BEING THE PT OF BEG THENCE N ALONG THE E LINE 397 FT THENCE DEFLECT 90DEG 24'10" TO THE LEFT IN A WLY DIRECTION 329.36 FT THENCE DEFLECT 89DEG34'45" TO THE LEFT IN A SLY DIRECTION AND PARALLEL WITH THE E LINE 397 FT TO THE SLY LINE THENCE ELY ALONG SAID SLY LINE TO THE PT OF BEG

Abstract Property

Parcel Id No. 395-0010-07591

EXHIBIT B
Purchase Agreement



DISCLOSURE STATEMENT: COMPENSATION DISCLOSURE TO BUYER/TENANT

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1. Date July 3rd, 2025

2. If Broker is receiving any compensation from a party other than Buyer/Tenant, relating to the property at
3. 3715 Johnson Rd Hermantown MN 55811
4. A TRACT OF LAND IN SW1/4 OF SE1/4 COMM AT THE SE COR ALSO BEING THE PT OF BEG THENCE NALONG THE E LINE 397 FT THENCE DE,
5. the Broker hereby notifies Buyer/Tenant that the amount of compensation to be paid to Broker, excluding listing portion,
6. is: (Check all that apply.)

7. From Seller/Owner or their Broker ☐ _____ % of sale price.

8. ☐ \$ _____ .

9. ☐ _____ .

10. From Buyer/Tenant ☒ 3.0 _____ % of sale price.

11. ☐ \$ _____ .

12. ☐ _____ .

13. I/We hereby acknowledge that I/we have received a copy of this Compensation Disclosure prior to signing a lease or
14. an offer to purchase the property.

15. Real Estate Services of Duluth
(Real Estate Company Name) (Date)

Joseph Wicklund rep for City of Hermantown 07/03/2025
(Buyer/Tenant) (Date)

16. BY: Karen Pagel Guendt 07/03/2025
(Licensee Representing or Assisting Buyer/Tenant) (Date)

(Address)

17. 1018 E 4th Street
(Address)

(City/State/Zip)

18. Duluth MN 55805
(City/State/Zip)

(E-mail Address)

19. karen@resduluth.com
(E-mail Address)

(Buyer/Tenant) (Date)

20. 

(Address)

21. 

(City/State/Zip)

22. _____
(E-mail Address)

MIN:DS:CDB (8/19)



PURCHASE AGREEMENT

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1. Date July 3rd 2025
2. Page 1

3. BUYER (S): City of Hermantown

4. _____

5. Buyer's earnest money in the amount of _____

6. _____ Dollars (\$ 0.00)

7. shall be delivered to listing broker, or, if checked, to ☐ _____ no later than two (2) Business Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at
9. Street Address: 3715 Johnson Rd
10. City of Hermantown, County of St. Louis, State of Minnesota, Zip Code 55811, legally described as A TRACT OF LAND IN SW1/4 OF SE1/4 COMM AT THE SE C

11. _____

12. _____

13. _____

14. _____

15. _____

16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems, in-ground pet containment systems (excluding collars); sheds; playsets; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices, electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers, liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment, TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

33. _____

34. Notwithstanding the foregoing, leased fixtures are not included.

35. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

36. _____

PURCHASE PRICE:

38. Seller has agreed to sell the Property to Buyer for the sum of (\$ 225,000.00)

39. Two Hundred Twenty-Five Thousand Dollars,

40. which Buyer agrees to pay in the following manner:

41. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

42. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

43. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)

45. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

CLOSING DATE:

48. The date of closing shall be on or before July 31 2025.

PURCHASE AGREEMENT

49. Page 2 Date July 3rd 2025

50. Property located at 3715 Johnson Rd Hermantown MN 55811.

MORTGAGE FINANCING:

51. This Purchase Agreement ☐ IS ☒ IS NOT subject to the mortgage financing provisions below. If IS, complete the
-----*(Check one.)*-----

52. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS** section.

53. Such mortgage financing shall be: *(Check one.)*

54. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

55. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

56. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

57. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

58. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

59. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

60. ☐ **OTHER** _____

61. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
62. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
63. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
64. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
65. said financing.

66. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
67. to the first mortgage and any subordinate financing. *(Check one.)*

68. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
69. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
70. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

71. ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**
-----*(Check one.)*-----

72. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
73. See the following DVA and FHA Escape Clauses.

74. OR

75. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
76. or before _____.

77. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
78. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
79. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
80. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
81. conditions required by lender(s) to close the loan.

82. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
83. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
84. are deemed accepted by Buyer:

85. (a) work orders agreed to be completed by Seller;

86. (b) any other financing terms agreed to be completed by Seller here; and

87. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

PURCHASE AGREEMENT

90. Page 3 Date July 3rd 2025

91. Property located at 3715 Johnson Rd Hermantown MN 55811.

92. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
 93. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
 94. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
 95. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
 96. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
 97. be **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

98. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
 99. canceled if the reason this Purchase Agreement does not close was due to:

- 100. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
- 101. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
- 102. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
- 103. as specified in the contingency for sale and closing of Buyer's property.

104. If the Written Statement is not provided by the date specified on line 78, Seller may, at Seller's option, declare this
 105. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
 106. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
 107. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
 108. directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.
 ------(Check one.)-----

109. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
 110. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
 111. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
 112. money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.
 ------(Check one.)-----

113. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
 114. (Check one.)

- 115. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
- 116. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

117. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to make
 118. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
 119. cost of making said repairs shall exceed this amount, Seller shall have the following options:

- 120. (a) making the necessary repairs; or
- 121. (b) negotiating the cost of making said repairs with Buyer; or
- 122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
 123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
 124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
 125. amounts related thereto above the amount specified on line 117 of this Purchase Agreement.

126. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
 ------(Check one.)-----

127. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
 128. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
 129. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
 130. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
 131. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the
 132. appraised value of the Property as not less than \$ _____ .
 (sale price)

133. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
 134. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
 135. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
 136. herself that the price and condition of the Property are acceptable."

PURCHASE AGREEMENT

137. Page 4 Date July 3rd 2025

138. Property located at 3715 Johnson Rd Hermantown MN 55811.

139. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

140. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.

141. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
143. amount, not otherwise waived, must be paid at closing of this transaction as follows:

144. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**
------(Check one.)-----

145. _____ paid by Seller

146. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

147. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
148. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
149. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
150. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
151. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
152. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

153. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
154. **annual installments of special assessments certified to yearly taxes.**

155. **OTHER MORTGAGE FINANCING ITEMS:** _____

156. _____

157. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

158. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)
------(Check one.)-----

159. ☐ \$ _____

160. ☐ _____ percent (%) of the sale price

161. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
162. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
163. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
164. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
165. by Seller.

166. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
167. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

168. **INSPECTIONS:**

169. Buyer has been made aware of the availability of Property inspections. Buyer ☐ **ELECTS** ☒ **DECLINES** to have a
170. Property inspection performed at Buyer's expense. ------(Check one.)-----

171. This Purchase Agreement ☐ **IS** ☒ **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
------(Check one.)-----

172. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
173. Agreement.

174. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**
175. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"
176. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or
177. otherwise damages the Property.

178. Seller ☐ **DOES** ☒ **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
------(Check one.)-----

179. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
180. intrusive testing at Buyer's sole expense.

PURCHASE AGREEMENT

181. Page 5 Date July 3rd 2025

182. Property located at 3715 Johnson Rd Hermantown MN 55811.

183. Seller will provide access to attic(s) and crawlspace(s).

184. Within N/A Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,
185. shall be done ("Inspection Period").

186. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the
187. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's
188. election to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, then the
189. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
190. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer does not
191. cancel this Purchase Agreement before the end of the Inspection Period, then this Inspection Contingency shall be
192. deemed removed and this Purchase Agreement shall be in full force and effect.

193. OTHER INSPECTION ITEMS:

194.

195.

196.

SALE OF BUYER'S PROPERTY:

197.
198. (Check one.)

199. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
200. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

201. OR

202. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
203. _____, which is scheduled to close on

204. _____ pursuant to a fully executed purchase agreement. If Buyer's
205. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
206. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
207. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
208. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
209. Agreement, if applicable.

210. OR

211. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
212. and closing on any other property.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

214. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
215. including all penalties and interest.

216. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____/12ths **OF** real estate taxes
------(Check one.)-----

217. due and payable in the year of closing.

218. Seller shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____/12ths **OF** real estate taxes due and
------(Check one.)-----

219. payable in the year of closing.

220. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller ☐ **SHALL** ☒ **SHALL NOT**
------(Check one.)-----

221. pay the difference between the homestead and non-homestead.

222. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
223. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

PURCHASE AGREEMENT

224. Page 6 Date July 3rd 2025

225. Property located at 3715 Johnson Rd Hermantown MN 55811.

226. DEFERRED TAXES/SPECIAL ASSESSMENTS:

227. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green
------(Check one.)-----

228. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

229. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☒ SELLER SHALL PAY ON
------(Check one.)-----

230. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
231. payable in the year of closing.

232. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PAY on date of closing all other special assessments levied as
------(Check one.)-----

233. of the Date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied assessments
234. that cannot be paid in the year of closing.

235. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
------(Check one.)-----

236. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
237. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
238. or less, as required by Buyer's lender.)

239. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
240. which is not otherwise here provided.

241. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice
------(Check one.)-----

242. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
243. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing
244. shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on
245. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
246. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
247. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
248. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
249. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
250. directing all earnest money paid here to be refunded to Buyer.

251. ADDITIONAL PROVISIONS:

252. PREVIOUSLY EXECUTED PURCHASE AGREEMENT: This Purchase Agreement ☐ IS ☒ IS NOT subject to
------(Check one.)-----

253. cancellation of a previously executed purchase agreement dated _____.

254. (If answer is **IS**, said cancellation shall be obtained no later than _____.

255. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
256. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
257. be refunded to Buyer.)

258. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

259. ☒ WARRANTY DEED ☐ PERSONAL REPRESENTATIVE'S DEED ☐ CONTRACT FOR DEED ☐ TRUSTEE'S DEED

260. ☐ OTHER: _____ DEED joined in by spouse, if any, conveying marketable title, subject to

261. (a) building and zoning laws, ordinances, and state and federal regulations;

262. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

263. (c) reservation of any mineral rights by the State of Minnesota;

264. (d) utility and drainage easements which do not interfere with existing improvements;

265. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____

266. _____; and

267. (f) others (must be specified in writing): _____

268. _____.

PURCHASE AGREEMENT

322. Page 8 Date July 3rd 2025

323. Property located at 3715 Johnson Rd Hermantown MN 55811.

324. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
 325. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
 326. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
 327. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
 328. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
 329. said cancellation and directing all earnest money paid here to be refunded to Buyer.

330. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

331. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
 332. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
 333. ending at 11:59 P.M. on the last day.

334. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
 335. stated elsewhere by the parties in writing.

336. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
 337. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.

338. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
 339. from the Earnest Money Holder's trust account:

- 340. (a) at or upon the successful closing of the Property;
- 341. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
 342. *Agreement* executed by both Buyer and Seller;
- 343. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 344. (d) upon receipt of a court order.

345. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
 346. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
 347. Seller shall affirm the same by a written cancellation agreement.

348. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
 349. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
 350. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
 351. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
 352. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
 353. Statute 559.217, Subd. 4.

354. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
 355. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
 356. performance, such action must be commenced within six (6) months after such right of action arises.

357. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
 358. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
 359. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
 360. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
 361. <https://coms.doc.state.mn.us/publicregistrantsearch>.

362. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
 363. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
 364. **THIS PURCHASE AGREEMENT.**

365. BUYER HAS RECEIVED A: (Check any that apply.) ☐ **DISCLOSURE STATEMENT: SELLER'S PROPERTY**
 366. **DISCLOSURE STATEMENT** OR A ☒ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES** FORM.

367. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or
 368. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if
 369. any.

370. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

371. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY
 372. AND ITS CONTENTS.

PURCHASE AGREEMENT

373. Page 9 Date July 3rd 2025

374. Property located at 3715 Johnson Rd Hermantown MN 55811.

375. **(Check appropriate boxes.)**

376. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

377. **CITY SEWER** ☒ **YES** ☐ **NO** / **CITY WATER** ☒ **YES** ☐ **NO**

378. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

379. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
------(Check one.)-----

380. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*

381. *Statement: Subsurface Sewage Treatment System.*)

382. **PRIVATE WELL**

383. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
------(Check one.)-----

384. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

385. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
------(Check one.)-----

386. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

387. (If answer is **IS**, see attached *Addendum.*)

388. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
389. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
390. **TREATMENT SYSTEM.**

391. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/
392. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,
393. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. *(Check one.)*

394. ☐ A Home Protection/Warranty Plan will be obtained by ☐ **BUYER** ☐ **SELLER** and paid for by
------(Check one.)-----

395. ☐ **BUYER** ☐ **SELLER** to be issued by _____
------(Check one.)-----

396. at a cost not to exceed \$ _____.

397. ☒ No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect
398. to purchase a Home Protection/Warranty Plan.

399. **AGENCY NOTICE**

400. _____ is ☐ **Seller's Agent** ☐ **Buyer's Agent** ☐ **Dual Agent** ☐ **Facilitator.**
(Licensee) ------(Check one.)-----

401. _____
(Real Estate Company Name)

402. **Karen Pagel Guerndt** is ☐ **Seller's Agent** ☒ **Buyer's Agent** ☐ **Dual Agent** ☐ **Facilitator.**
(Licensee) ------(Check one.)-----

403. **Real Estate Services of Duluth**
(Real Estate Company Name)

404. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

405. **SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Seller agrees to pay buyer's broker's

406. compensation at closing _____ percent (%) of the selling price or \$ _____, which is in
407. addition to any Seller's contribution to Buyer's closing costs paid at closing. This amount is in addition to the listing
408. broker's offer of cooperating compensation, if any.

PURCHASE AGREEMENT

409. Page 10 Date July 3rd 2025

410. Property located at 3715 Johnson Rd Hermantown MN 55811

411. DUAL AGENCY REPRESENTATION

412. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

413. ☒ Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 414–430.*

414. ☐ Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 415–430.*

415. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
416. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
417. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
418. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).

419. Seller(s) and Buyer(s) acknowledge that

420. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
421. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
422. information will be shared;

423. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

424. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
425. the sale.

426. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
427. and its salesperson to act as dual agents in this transaction.

428. Seller Thomas Anderson for Spencer Thomas Holdings, LLC

Buyer Joseph Wicklund rep for City of Hermantown

429. Seller 07/16/2025

Buyer 07/03/2025

430. Date _____

Date _____

431. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
432. cash outlay at closing or reduce the proceeds from the sale.

433. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
434. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
435. in the transaction at the time these documents are provided to Buyer and Seller.

436. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
437. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
438. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
439. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

440. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
441. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
442. the closing and delivery of the deed.

443. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
444. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
445. identification numbers or Social Security numbers.

446. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
447. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
448. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
449. **party whether the transaction is exempt from FIRPTA withholding requirements.**

MN:PA-10 (8/24)

PURCHASE AGREEMENT

450. Page 11 Date July 3rd 2025

451. Property located at 3715 Johnson Rd Hermantown MN 55811.

452. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
453. and all addenda must be fully executed by both parties and a copy must be delivered.

454. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
455. this transaction constitute valid, binding signatures.

456. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
457. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
458. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
459. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
460. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
461. Agreement.

462. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
463. for deed.

464. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
465. (1) of this Purchase Agreement.

466. **OTHER:**

467. Purchase agreement is subject to approval by the City Council of Hermantown. This approval will
be granted prior to closing.

468. Buyer shall assume the cost of any past due water bills not to exceed \$700. Buyer will also pay for any road
469. assessments due not to exceed \$1000.

470. Seller is allowed to leave any personal property still remaining in the home or grounds but may not add
471. any additional items prior to closing.



472.

473.

474.

475.

476. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

477. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 478. ☐ Addendum to Purchase Agreement
- 479. ☐ Addendum to Purchase Agreement: Additional Signatures
- 480. ☐ Addendum to Purchase Agreement: Assumption Financing
- 481. ☐ Addendum to Purchase Agreement: Buyer Move-In Agreement
- 482. ☒ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 483. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 484. ☐ Addendum to Purchase Agreement: Contract for Deed Financing
- 485. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 486. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 487. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 488. ☐ Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
- 489. ☐ Addendum to Purchase Agreement: Short Sale Contingency
- 490. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 491. ☐ Other: _____

PURCHASE AGREEMENT

492. Page 12 Date July 3rd 2025

493. Property located at 3715 Johnson Rd Hermantown MN 55811

494. I agree to sell the Property for the price and on the
495. terms and conditions set forth above.

496. **I have reviewed all pages of this Purchase**
497. **Agreement.**

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

I have reviewed all pages of this Purchase
Agreement.

498. ☐ **If checked, this Purchase Agreement is subject to**
499. **attached Addendum to Purchase Agreement:**
500. **Counteroffer and the Final Acceptance Date shall be**
501. **noted on the Addendum.**

502. **FIRPTA:** Seller represents and warrants, under penalty
503. of perjury, that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----

504. non-resident alien individual, foreign corporation, foreign
505. partnership, foreign trust, or foreign estate for purposes of
506. income taxation. (See lines 436-449.) This representation
507. and warranty shall survive the closing of the transaction
508. and the delivery of the deed.

509. ☒ Thomas Anderson for Spencer Thomas Holdings, LLC
(Seller's Signature) 07/16/2025 (Date)

☒ Joseph Wicklund rep for City of Hermantown 07/03/2025
(Buyer's Signature) (Date)

510. ☒ _____
(Seller's Printed Name)

☒ **Joseph Wicklund, rep for City of Hermantown**
(Buyer's Printed Name)

511. ☒ _____
(Seller's Signature) (Date)

☒ _____
(Buyer's Signature) (Date)

512. ☒ _____
(Seller's Printed Name)

☒ _____
(Buyer's Printed Name)

513. **FINAL ACCEPTANCE DATE:** 07/16/25 The Final Acceptance Date
514. is the date on which the fully executed Purchase Agreement is delivered.

515. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
516. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

517. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE**
518. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**
519. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**

520. **SELLER(S)** Thomas Anderson for Spencer Thomas Holdings, LLC

BUYER(S) Joseph Wicklund rep for City of Hermantown

521. **SELLER(S)** _____

BUYER(S) _____

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions. **THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

AuthentiSIGN
Thomas Anderson for Spencer Thomas Holdings, LLC
 (Signature) 07/16/25 (Date)

AuthentiSIGN
Joseph Wicklund rep for City of Hermantown
 (Signature) 07/03/25 (Date)

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless and odorless gas that comes from the soil. The gas can accumulate in the home. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota.

Before signing a purchase agreement to sell or transfer residential real property, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property
2. the most current records and reports pertaining to radon concentrations within the dwelling
3. a description of any radon levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in nonsmokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk. A home's radon levels may change in the future, so test every 2–5 years, or sooner if there is major remodeling or changes to the foundation, heating, cooling, or ventilation.

Radon Warning Statement

“The Minnesota Department of Health strongly recommends that ALL home buyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling.”

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Closed-house conditions include keeping all windows and doors closed, except for normal entry and exit, and temperature set to 65 – 80 °F. For a full list of closed-house conditions please visit mn.gov/radon/notice.

Before testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished. If other foundations are present, such as a crawl space or slab on grade, also test the rooms above these foundations.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- away from heat sources and drafts caused by vents and fans
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Because these tests are time-sensitive there are two testing options. For both tests, test for a minimum of 2 days.

Continuous Radon Monitor (CRM)

MDH recommends CRMs in real estate testing. CRMs are calibrated, provide more data, and may detect tampering. The average of the results are used to make a decision to mitigate.

Simultaneous Short-Term Testing

Two short-term test kits are placed side by side, 4” – 8” apart. The results of the two tests are averaged and used to make a decision to mitigate.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a licensed professional.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,500 to \$3,000.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

All radon testing and mitigation should be conducted by licensed radon professionals. Radon service providers, such as home inspectors, must be licensed. A list of these licensed radon professionals can be found at MDH’s radon web site. MDH conducts free inspections, upon request, of recently installed radon mitigation systems, to check that they meet requirements.

More Radon Information

www.mn.gov/radon

MDH Indoor Air Unit

PO Box 64975
St Paul, MN 55164-0975

Contact Information

651-201-4601
800-798-9050
health.indoorair@state.mn.us

Last Updated 4/2023



ADDENDUM TO PURCHASE AGREEMENT: BUYER PURCHASING "AS IS" AND LIMITATION OF SELLER LIABILITY

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1. Date July 15th, 2025

2. Page 1

3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**
4. **SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS**
5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated _____
7. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
8. **3715 Johnson Rd Hermantown MN 55811**

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property,
10. including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing,
11. Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in
12. order to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase
13. Agreement shall remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

15. Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section
16. completed. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's*
17. *Disclosure Alternatives*. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any
18. oral or written representations regarding the condition of the Property subject to this Purchase Agreement. By
19. accepting delivery of the deed at closing, Buyer will be deemed to have accepted the condition of the Property subject
20. to this Purchase Agreement as satisfactory to Buyer, and Seller shall have no liability with respect to the condition of
21. such Property. Buyer waives any claims related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**
23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**
24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25.  Thomas Anderson for Spencer Thomas Holdings, LLC  Joseph Wicklund rep for City of Hermantown
(Seller) 07/16/2025 (Date) (Buyer) 07/16/25 (Date)

26. _____
(Seller) (Date) (Buyer) (Date)

27. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
28. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:APA:AI (8/20)



DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

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1. Date July 15th 2025
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE.

5. Property located at 3715 Johnson Rd,
6. City of Hermantown, County of St. Louis,
7. State of Minnesota, Zip Code 55811 ("Property").

8. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
9. 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the**
10. **prospective Buyer (see *Disclosure Statement: Seller's Property Disclosure Statement*) or satisfy one of the**
11. **following two options.** Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or
12. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
13. warranties the party(ies) may wish to obtain.

14. **(Select one option only.)**

15. 1) ☐ **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
16. discloses material information relating to the real Property that has been prepared by a qualified third party.
17. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or
18. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
19. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
20. written report.

21. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**
22. **that is included in a written report, or material facts known by Seller that are not included in the**
23. **report.**

24. The inspection report was prepared by _____
25. _____, and dated _____.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.

- 28.
- 29.
- 30.
31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
32. referenced inspection report.

- 33.
- 34.
- 35.
36. 2) ☒ **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing.
37. Seller and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.
38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any
41. intended use of the Property, other than those disclosure requirements created by any other law.
42. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the
44. Property that occur, other than those disclosure requirements created by any other law.

45. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or**
46. **abridge any obligation for Seller disclosure created by any other law.**

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

47. Page 2

48. Property located at 3715 Johnson Rd Hermantown MN 55811.

49. OTHER REQUIRED DISCLOSURES:

50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities
53. that are not listed below.

54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) *(Check appropriate box.)*

56. Seller ☐ **DOES** ☒ **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
57. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
58. *Subsurface Sewage Treatment System.*)

59. ☐ There is a subsurface sewage treatment system on or serving the above-described real Property.
60. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

61. ☐ There is an abandoned subsurface sewage treatment system on the above-described real Property.
62. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
64. *(Check appropriate box(es).)*

65. ☒ Seller does not know of any wells on the above-described real Property.

66. ☐ There are one or more wells located on the above-described real Property. *(See Disclosure Statement: Well.)*

67. ☐ This Property is in a Special Well Construction Area.

68. ☐ There are wells serving the above-described Property that are not located on the Property.

69. Comments:

70.

71.

72. **C. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
73. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
74. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

75. Seller represents that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
76. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
77. survive the closing of any transaction involving the Property described here.

78. **NOTE:** If the above answer is "**IS**," Buyer may be subject to income tax withholding in connection with the
79. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
80. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
81. If the above answer is "**IS NOT**," Buyer may wish to obtain specific documentation from Seller ensuring
82. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
83. Revenue Code.

84. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
85. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
86. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
87. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

MN:DS:SDA-2 (8/24)

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

88. Page 3

89. Property located at 3715 Johnson Rd Hermantown MN 55811.

90. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

91. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

92. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.

93. ☐ Seller is aware that methamphetamine production has occurred on the Property.

94. (See *Disclosure Statement: Methamphetamine Production*.)

95. **E. RADON DISCLOSURE:**

96. (The following Seller disclosure satisfies MN Statute 144.496.)

97. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
98. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends
99. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can
100. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

101. Every buyer of any interest in residential real property is notified that the property may present exposure to
102. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
103. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
104. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
105. information on radon test results of the dwelling.

106. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
107. Department of Health's publication entitled ***Radon in Real Estate Transactions***, which is attached hereto and
108. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

109. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
110. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN
111. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
112. the court. Any such action must be commenced within two years after the date on which the buyer closed the
113. purchase or transfer of the real Property.

114. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
115. knowledge.

116. (a) Radon test(s) ☐ HAVE ☒ HAVE NOT occurred on the Property.
------(Check one.)-----

117. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
118. current records and reports pertaining to radon concentration within the dwelling:

119.

120.

121.

122. (c) There ☐ IS ☒ IS NOT a radon mitigation system currently installed on the Property.
------(Check one.)-----

123. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
124. description and documentation.

125.

126.

127.

128. **F. CHRONIC WASTING DISEASE IN CERVIDAE** (The following Seller disclosure satisfies MN Statute 35.155, Subd. 11(d).)

129. Has Chronic Wasting Disease been detected on the Property?

☐ YES ☒ NO

130. If Yes, see *Disclosure Statement: Chronic Wasting Disease*.

------(Check one.)-----

MN:DS:SDA-3 (8/24)

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

131. Page 4

132. Property located at 3715 Johnson Rd Hermantown MN 55811.

133. **G. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

134. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A
135. person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal
136. remains or human burial grounds is guilty of a felony.

137. Are you aware of any human remains, burials, or cemeteries located on the Property? ☐ Yes ☒ No

138. If "Yes," please explain: _____

139. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in
140. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
141. Statute 307.08, Subd. 7.

142. **H. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
143. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
144. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
145. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

146. **I. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

147. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
148. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
149. sale of the home.

150. **J. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
151. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
152. home.

153. Examples of exterior moisture sources may be

- 154. • improper flashing around windows and doors,
- 155. • improper grading,
- 156. • flooding,
- 157. • roof leaks.

158. Examples of interior moisture sources may be

- 159. • plumbing leaks,
- 160. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 161. • overflow from tubs, sinks, or toilets,
- 162. • firewood stored indoors,
- 163. • humidifier use,
- 164. • inadequate venting of kitchen and bath humidity,
- 165. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 166. • line-drying laundry indoors,
- 167. • houseplants—watering them can generate large amounts of moisture.

168. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
169. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
170. Therefore, it is very important to detect and remediate water intrusion problems.

171. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
172. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
173. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

174. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
175. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
176. the Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
177. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
178. Property.

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

179. Page 5

180. Property located at 3715 Johnson Rd Hermantown MN 55811.

181. **K. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
182. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
183. may be obtained by contacting the local law enforcement offices in the community where the property is
184. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
185. web site at <https://coms.doc.state.mn.us/publicregistrantsearch>.

186. **L. SELLER'S STATEMENT:**

187. *(To be signed at time of listing.)*

188. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
189. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
190. Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
191. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
192. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
193. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
194. provide a copy to the prospective buyer.

195. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
196. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
197. that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of
198. the Property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment*
199. *to Disclosure Statement* form.

200. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
201. and will NOT disclose any new or changed information regarding facts.

202. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
203. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
204. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
205. *Disclosure* form.

206.  Thomas Anderson for Spencer Thomas Holdings, LLC
(Seller) 07/16/2025 (Date) (Seller) _____ (Date)

207. **M. BUYER'S ACKNOWLEDGEMENT:**

208. *(To be signed at time of purchase agreement.)*

209. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
210. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
211. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
212. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
213. for any inspections or warranties the party(ies) may wish to obtain.

214. The information disclosed is given to the best of the Seller's knowledge.

215.  Joseph Wicklund rep for City of Hermantown 07/16/25
(Buyer) _____ (Date) (Buyer) _____ (Date)

216. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
217. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless and odorless gas that comes from the soil. The gas can accumulate in the home. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota.

Before signing a purchase agreement to sell or transfer residential real property, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property
2. the most current records and reports pertaining to radon concentrations within the dwelling
3. a description of any radon levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in nonsmokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk. A home's radon levels may change in the future, so test every 2–5 years, or sooner if there is major remodeling or changes to the foundation, heating, cooling, or ventilation.

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“The Minnesota Department of Health strongly recommends that ALL home buyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

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Any test lasting less than three months requires **closed-house conditions**. Closed-house conditions include keeping all windows and doors closed, except for normal entry and exit, and temperature set to 65 – 80 °F. For a full list of closed-house conditions please visit mn.gov/radon/notice.

Before testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished. If other foundations are present, such as a crawl space or slab on grade, also test the rooms above these foundations.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- away from heat sources and drafts caused by vents and fans
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Because these tests are time-sensitive there are two testing options. For both tests, test for a minimum of 2 days.

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MDH recommends CRMs in real estate testing. CRMs are calibrated, provide more data, and may detect tampering. The average of the results are used to make a decision to mitigate.

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Two short-term test kits are placed side by side, 4" – 8" apart. The results of the two tests are averaged and used to make a decision to mitigate.

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When elevated levels of radon are found, they can be easily reduced by a licensed professional.

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After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

All radon testing and mitigation should be conducted by licensed radon professionals. Radon service providers, such as home inspectors, must be licensed. A list of these licensed radon professionals can be found at MDH's radon web site. MDH conducts free inspections, upon request, of recently installed radon mitigation systems, to check that they meet requirements.

More Radon Information

www.mn.gov/radon

MDH Indoor Air Unit

PO Box 64975
St Paul, MN 55164-0975

Contact Information

651-201-4601
800-798-9050
health.indoorair@state.mn.us

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DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

ARBITRATION DISCLOSURE

- 2.
3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**
6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”) on
7. page two (2), you agree to the following:
8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and
10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System (“Arbitration System”) administered by National Center for Dispute Settlement (“NCDS”) and endorsed
12. by the Minnesota Association of REALTORS® (“MNAR”). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**
16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.
19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.
25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator’s award is very limited compared to the right to appeal a court decision.
30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**
33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.
38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party’s own expense, if he or she gives five (5) days
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties’
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.
45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

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51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

53. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

54. For the property located at 3715 Johnson Rd.

55. City of Hermantown, County of St. Louis,

56. State of Minnesota, Zip Code 55811.

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated July 3rd 2025, including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68. Thomas Anderson for Spencer Thomas Holdings, LLC
(Seller's Signature) 07/16/2025 (Date)

69. _____
(Seller's Printed Name)

70. _____
(Seller's Signature) (Date)

71. _____
(Seller's Printed Name)

72. _____
(Licensee Representing or Assisting Seller) (Date)

73. _____
(Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

MN:DS:ADRAA-2 (8/19)

Joseph Wicklund rep for City of Hermantown 07/03/2025
(Buyer's Signature) (Date)

Joseph Wicklund, rep for City of Hermantown
(Buyer's Printed Name)

(Buyer's Signature) (Date)

(Buyer's Printed Name)

Karen Pagel Guerndt 07/03/2025
(Licensee Representing or Assisting Buyer) (Date)

Real Estate Services of Duluth
(Company Name)