



Hermantown City Council Meeting - Monday, May 6, 2024

Hermantown's upcoming City Council meeting will include both remote access and in-person access to Council Chambers. The remote access will be available through the platform, "Zoom," which allows the public to view and participate in the meeting via phone or computer. Interested parties can also choose to attend the City Council meetings in person at City Hall.

Remote access to the 6:30 p.m. City Council Meeting via Zoom:

<https://us02web.zoom.us/j/84409952143?pwd=cGdaNzZmU2NYdGxsUDIQVDVxeU9LQT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 844 0995 2143 and the passcode of 0260647091.

Public comment may also be submitted in advance of the meeting. Comments, questions, or concerns can be e-mailed to Community Engagement Director, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title "City Council Meeting." It is important to note that all comments regarding this meeting are public data.

A few important tips regarding the Zoom platform:

- If your computer does not support audio, you can still watch the meeting on your computer and call in on your phone to hear the meeting
- Everyone has varying levels of comfort regarding remote technology, so grace and understanding are appreciated

The 4:30 p.m. Pre-Agenda Meeting will be available in-person only at City Hall. Public comment is not a factor in the pre-agenda meeting, but the meeting is open and members of the public are invited and welcome to attend to this meeting.



AGENDA

Pre-Agenda Meeting Monday, May 6, 2024 at 4:30 p.m.

Council Chambers, City Hall - Hermantown Governmental Services Building

Pre-agenda: The Pre-agenda meeting is a work session between the City Council and City staff to review the upcoming City Council meeting and future meetings. The agenda is the same document as the upcoming City Council meeting, but does not follow the same format as the City Council meeting. It is a time for the City Council and City staff to have discussions about the agenda items, and asking and answering questions. Traditionally it is not a time for public comment on the agenda items, as the public can listen to the conversation and ask questions or provide input at the upcoming City Council meeting.

City Council Meeting Monday, May 6, 2024 at 6:30 p.m.

Council Chambers, City Hall - Hermantown Governmental Services Building

Invitation to participate:

The Hermantown City Council welcomes your thoughts, input and opinions to this meeting. The agenda for this meeting contains a brief description of each item to be considered, and the City Council encourages your participation. If you wish to speak on an item contained in the agenda, you will be allowed to address the Council when a motion is on the floor. If you wish to speak on a matter that does not appear on the agenda, you may do so during the public comment period regularly scheduled and set for the beginning of the meeting.

When addressing the City Council, please state your name and address for the record. Please address the City Council as a whole through the Mayor. Comments to individual Council Members or staff are not permitted. Speakers will be limited to three (3) minutes.

Order of discussion

1. Reading of the resolution title by Mayor
2. Motion/Second
3. Staff Explanation
4. Initial Discussion by City Council
5. Mayor invites public to speak to the motion (3-minute rule)
6. Follow up staff explanation and/or discussion by City Council
7. Call of the vote

**CITY OF HERMANTOWN
AGENDA**

**Pre-Agenda Meeting Monday, May 6, 2024 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, May 6, 2024 at 6:30 p.m.
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 24-46 through 24-59 placed on file

7

7. **PRESENTATIONS**

A. **Quarterly Financials**

9

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

B. **Stebner Park Residential Development Opportunity**

Eric Johnson, Community Development Director
(Pre-Agenda Only)

C. **Ice Arena Design Development Estimate**

John Mulder, City Administrator
(Pre-Agenda Only)

D. **Infrastructure Financial Planning Project**

Trish Crego, Utility & Infrastructure Director
(Pre-Agenda Only)

8. **PUBLIC DISCUSSION**

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

9. **MOTIONS**

10. **CONSENT AGENDA**

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

- A. **Minutes** - Approval or correction of April 15, 2024 City Council Continuation Minutes **11**
- B. **Accounts Payable** - Approve general city warrants from April 16, 2024 through April 30, 2024 in the amount of \$3,006,172.50 **21**

11. **ORDINANCES**

- A. **2024-06 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map Of Parcels 395-0010-06630 and 395-0010-06740** **31**

(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. **2024-46 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Ray M. Hernesman And Gail K. Hernesman For The Hermantown Road Bridge BR-7724 And Road Improvement** **40**

(motion, roll call)

- B. **2024-47 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Gloria Plucinak Nelson For The Hermantown Road Bridge BR-7724 And Road Improvement** **51**

(motion, roll call)

- C. **2024-52 Resolution Authorizing The Acceptance Of A Temporary Easements With Hermantown Road Land Owners For The Construction Of Hermantown Road Improvements** **61**

(motion, roll call)

- D. **2024-53 Resolution Approving Plans And Specifications And Ordering Advertisement For Bids For Bid Package No. 1 For The Northstar Ford Arena** **126**

(motion, roll call)

- E. **2024-54 Resolution Approving A Grant Application To The State Of** **130**

Minnesota For The Hermantown Ice Arena

(motion, roll call)

- F. **2024-55 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Environment Shoreland Overlay Area** **145**

(motion, roll call)

- G. **2024-56 Resolution Awarding Contract For Play Structure Materials And Installation Services at Fichtner Park To Flagship Recreation In The Amount Of \$457,719.04** **160**

(motion, roll call)

- H. **2024-57 Resolution Awarding Contract For Skatepark Materials And Installation Services at Fichtner Park To American Ramp Company In The Amount Of \$102,358.14** **162**

(motion, roll call)

- I. **2024-58 Resolution Awarding Contract For Baseball Field Turf Materials And Installation Services at Fichtner Park To FieldTurf In The Amount Of \$589,615.29** **172**

(motion, roll call)

- J. **2024-59 Resolution Awarding Contract For Baseball Field Lighting Materials, Design And Installation Services at Fichtner Park To Musco Lighting In The Amount Of \$230,735.00** **180**

(motion, roll call)

- K. **2024-60 Resolution Authorizing The Director Of Finance & Administration To Amend Selected 2023 Budgets And Make Transfers** **184**

(motion, roll call)

- L. **2024-61 Resolution Calling For A Public Hearing On A Proposed Tax Abatement And The Intent To Issue General Obligation Bonds And Approving The Form Of Notice Of Public Hearing** **187**

(motion, roll call)

- M. **2024-62 Resolution Of The City Of Hermantown, Minnesota Providing For The Sale Of General Obligation Bonds, Series 2024a** **189**

(motion, roll call)

- N. **2024-63 Resolution Approving Preliminary Planned Unit Development For JP Holding Company Development** **209**

(motion, roll call)

- O. **2024-64 Resolution Authorizing The Disposal Of Surplus City Property** **228**

(motion, roll call)

- P. **2024-65 Resolution Awarding Contract For A Purchase of Two Police Vehicles In The Amount Of \$103,229.20 Plus Applicable Taxes And Fees** **231**

(motion, roll call)

- Q. **2024-66 Resolution Approving Purchase Of Western Star Plow Truck Chassis From Boyer Trucks In The Amount Of \$161,870.00 Plus Applicable Taxes And Fees And Approving Purchase Of Plow Truck Package From Towmaster, Inc. In the Amount Of \$205,673.00 Plus Applicable Taxes And Fees** **237**

(motion, roll call)

13. **CLOSED SESSION**

14. **RECESS**

2024 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
4/17/2024	24-46	Dale Siemsen, 4993 Thompson Rd.	John Mulder, City Administrator & Gunnar Johnson, City Attorney	City of Hermantown Employee/Representative Complaint Form	1/3/2024
4/18/2024	24-47	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Zoning Map Amendment of Parcels 395-0010-06630 & 395-0010-06740 from P (Public) to HM (Hermantown Marketplace)	4/16/2024
4/18/2024	24-48	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Stebner Park, 4860 Maple Grove Rd. - Preliminary & Final Plat	4/16/2024
4/18/2024	24-49	Eric Johnson, Comm. Dev. Dir.	Planning Commission	CIDP - 4860 Maple Grove Rd., Jamie Foreman & Duane Lahti	4/16/2024
4/18/2024	24-50	Eric Johnson, Comm. Dev. Dir.	Planning Commission	SUP - 4860 Maple Grove Rd., Jamie Foreman & Duane Lahti	4/16/2024
4/18/2024	24-51	Eric Johnson, Comm. Dev. Dir.	Planning Commission	SUP - Fichtner Park, 4118 Ugstad Rd.	4/16/2024
4/19/2024	24-52	Michael & Pamela Pfeifer	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0019-00010	4/3/2024
4/19/2024	24-53	Candice Pierce	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0070-00743	4/8/2024
4/19/2024	24-54	Angela Sandoval & Eduardo Sandoval-Luna	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0010-00402 & 395-0010-00403	4/10/2024
4/19/2024	24-55	Rodney Anderson	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0220-00050	4/17/2024
4/19/2024	24-56	Andrew Plesha	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0045-00060	4/18/2024
4/19/2024	24-57	Dave Mesojedec	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0010-08390	4/16/2024

2024 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
4/23/2024	24-58	Eric Johnson, Comm. Dev. Dir.	Sam Anderson, Quarles and Brady, LLP	Parcel ID: 395-0155-00010	4/22/2024
5/1/2024	24-59	Minnesota Power	City of Hermantown	Rate Increase/Public Hearing	5/1/2024

City of Hermantown

As of 03/31/2024

Cash/Investments per Fund

City Sales Tax Fund	9,179,086
Water Fund	6,146,571
Sewer Fund	7,055,555
General Fund	5,574,680
Other Funds	9,150,467
Total	<u>37,106,357</u>

Who holds our money

4M	3,389,305
RBC	27,555,519
NBC	6,161,533
Pershing/Ehler's	0
Total	<u>37,106,357</u>















How our money is invested

	<u>3/31/2024</u>	<u>12/31/2023</u>	<u>9/30/2023</u>	<u>6/30/2023</u>
Cash	2,066,848	6,565,265	4,268,444	2,666,490
Short Term Inv (Money Market)	3,389,305	3,643,033	4,588,204	1,170,575
Short Term Inv (CD)	4,094,685	4,042,513	4,000,000	2,000,000
Inv - Bonds (Richard Lindgren)	0	0	792,746	1,541,999
Long Term Investment	27,555,519	26,960,761	25,361,461	28,463,991
Total	<u>37,106,357</u>	<u>41,211,572</u>	<u>39,010,855</u>	<u>35,843,055</u>

Year(s) our Investments mature

2024	9,729,764
2025	7,493,563
2026	4,861,016
2027	4,391,130
2028 & Later	5,174,732
Total	<u>31,650,204</u>

City of Hermantown
Select Departmental and Funds Expenditure Actual to Budget Report (Unaudited)

		TARGET (Q1 2024)	ACTUAL (Q1 2024)	PERCENT UNDER (OVER)
Administration & Finance		167,931	156,293	7%
Community Development		89,772	53,985	40%
Police Administration		862,106	762,519	12%
Fire Administration		199,631	142,540	29%
Street Dept. (Incl. Gen Eng)		218,721	127,111	42%
Parks		37,497	6,078	84%
Capital Equipment Transfer		133,750	-	100%
Facilities		103,342	76,403	26%
Other		239,890	118,399	51%
General Fund Expenditure Total		2,052,640	1,443,328	30%
Water		541,504	245,707	55%
Sewer		514,996	169,897	67%
Stormwater		231,447	62,654	73%
City Sales Tax Revenue *		825,000	825,000	0%
Community Recreation Initiative Sales Tax Revenue *		412,500	412,500	0%

* Sales tax revenue - Incomplete in first Qtr due to procedure change

CITY OF HERMANTOWN

City Council Meeting

Monday, April 15, 2024

6:30 PM Central

MEETING CONDUCTED IN PERSON & VIA ZOOM

Mayor Wayne Boucher: Present

Councilor John Geissler: Present

Councilor Andy Hjelle: Present

Councilor Ellie Jones: Present

Councilor Brian LeBlanc: Present

CITY STAFF: John Mulder, City Administrator; Alissa Wentzlaff, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Assistant City Administrator; Brandon Holmes, Building Official; Zach Graves, Fire Chief; Trish Crego, Utility & Infrastructure Director; David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 9

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **PUBLIC HEARING**
6. **COMMUNICATIONS**
 - A. Correspondence 24-38 through 24-45 placed on file
7. **PRESENTATIONS**
 - A. **Public Safety Model Update - Fire**
James Crace, Public Safety Director
(Pre-Agenda Only)
8. **PUBLIC DISCUSSION**
9. **MOTIONS**

- A. Motion to approve/deny the following Massage Establishment Application effective through December 31, 2024, contingent upon complete application being received, successful background check and license fees being paid in full:

Jin Dalsin, LLC 5338 Rose Road

Motion to approve the following Massage Establishment Application effective through December 31, 2024, contingent upon complete application being received, successful background check and license fees being paid in full: Jin Dalsin, LLC 5338 Rose Road. This motion, made by Councilor Andy Hjelle and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

- B. Motion to approve/deny the following Massage Therapist Application effective through December 31, 2024, contingent upon complete application being received, successful background check and license fees being paid in full:

Mary Dalsin Jin Dalsin, LLC

Motion to approve the following Massage Therapist Application effective through December 31, 2024, contingent upon complete application being received, successful background check and license fees being paid in full: Mary Dalsin Jin Dalsin, LLC. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

10. **CONSENT AGENDA**

- A. **Minutes** - Approval or correction of April 1, 2024 City Council Continuation Minutes
- B. **Accounts Payable** - Approve general city warrants from April 1, 2024 through April 15, 2024 in the amount of \$530,728.24

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

- Councilor Andy Hjelle: Yea
- Councilor Brian LeBlanc: Yea
- Councilor Ellie Jones: Yea
- Councilor John Geissler: Yea
- Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

11. **ORDINANCES**

- A. **2024-05 An Ordinance Amending And Restating Chapter 1020, Fire Code, Of The Hermantown City Code**

(second reading)
(motion, roll call)

Motion to approve 2024-05 An Ordinance Amending And Restating Chapter 1020, Fire Code, Of The Hermantown City Code. This motion, made by Councilor John Geissler and seconded by Councilor Ellie Jones, Carried.

- Councilor Andy Hjelle: Yea
- Councilor Brian LeBlanc: Yea
- Councilor Ellie Jones: Yea
- Councilor John Geissler: Yea
- Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

12. **RESOLUTIONS**

A. 2024-41 Resolution Receiving Bids And Awarding Contract to Kaski Inc., Inc For Fichtner Park Improvement Project In The Amount Of \$3,947,553.00

Dan Olson of 6001 Cumming Ave Superior, WI appeared before council to ask that the reasonable and responsible bidder policy apply to sub-contractors.

Steven Kaski of appeared before Council to state that Kaski, Inc. is excited to work with the City on this project.

(motion, roll call)

Motion to approve 2024-41 Resolution Receiving Bids And Awarding Contract to Kaski Inc., Inc For Fichtner Park Improvement Project In The Amount Of \$3,947,553.00. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Nay

Yea: 4, Nay: 1

B. 2024-42 Resolution Approving Amendments To The Planned Unit Development For The Pillars Of Hermantown

(motion, roll call)

Motion to approve 2024-42 Resolution Approving Amendments To The Planned Unit Development For The Pillars Of Hermantown. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

C. **2024-43 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver A G.O. Compliance And Temporary Construction Easement Agreement Between The City Of Hermantown And The Independent School District No. 700**

(motion, roll call)

Motion to approve 2024-43 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver A G.O. Compliance And Temporary Construction Easement Agreement Between The City Of Hermantown And The Independent School District No. 700. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

D. **2024-44 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Arena Use Agreement Between the City of Hermantown And the Independent School District No. 700**

(motion, roll call)

Motion to approve 2024-44 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Arena Use Agreement Between the City of Hermantown And the Independent School District No. 700. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

E. **2024-45 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Funding Agreement For Hermantown Ice Arena Project**

(motion, roll call)

Motion to approve 2024-45 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Funding Agreement For Hermantown Ice Arena Project. This motion, made by Councilor Andy Hjelle and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

F. **2024-46 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Ray M. Hernesman And Gail K. Hernesman For The Hermantown Road Bridge BR-7724 And Road Improvement**

(motion, roll call)

Motion to table 2024-46 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Ray M. Hernesman And Gail K. Hernesman For The Hermantown Road Bridge BR-7724 And Road Improvement. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Ellie Jones, Tabled.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

G. **2024-47 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Gloria Plucinak Nelson For The Hermantown Road Bridge BR-7724 And Road Improvement**

(motion, roll call)

Motion to table 2024-47 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Gloria Plucinak Nelson For The Hermantown Road Bridge BR-7724 And Road Improvement. This motion, made by Councilor John Geissler and seconded by Councilor Ellie Jones, Tabled.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

H. **2024-48 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Cody Sorlie And Sara Schultz For The Hermantown Road Improvement**

(motion, roll call)

Motion to approve 2024-48 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Cody Sorlie And Sara Schultz For The Hermantown Road Improvement. This motion, made by Councilor John Geissler and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

I. **2024-49 Resolution Receiving Bids And Awarding Contract For Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724) To Northland Constructors In The Amount Of \$3,884,400**

(motion, roll call)

Motion to approve 2024-49 Resolution Receiving Bids And Awarding Contract For Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724) To Northland Constructors In The Amount Of \$3,884,400. This motion, made by Councilor Ellie Jones and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

J. **2024-50 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Materials Testing Services For Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724)**

(motion, roll call)

Motion to approve 2024-50 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Materials Testing Services For Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724). This motion, made by Councilor John Geissler and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

K. **2024-51 Resolution for Local Bridge Replacement Program Grant Agreement Grant Terms and Conditions SAP 202-597-001**

(motion, roll call)

Motion to approve 2024-51 Resolution for Local Bridge Replacement Program Grant Agreement Grant Terms and Conditions SAP 202-597-001. This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

13. **CLOSED SESSION**

14. **RECESS**

Motion to recess at 7:02 p.m. This motion, made by Councilor Ellie Jones and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor Ellie Jones: Yea

Councilor John Geissler: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

ATTEST:

Mayor

City Clerk

CITY OF HERMANTOWN

CHECKS #70882-70965
04/16/2024 - 04/30/2024

PAYROLL CHECKS

Electronic Checks - #-66433-66476 \$97,761.52

Electronic Checks - #-66400-66426 \$2,103,375.00

LIABILITY CHECKS

Electronic Checks - #-66427-66432 \$72,683.59

Electronic Checks - #-66397-66399 \$4,864.27

Checks - #70925-70930 \$4,423.10

PAYROLL EXPENSE TOTAL \$2,283,107.48

ACCOUNTS PAYABLE

Checks - #70882-70924 \$179,642.37

Checks - #70931-70965 \$41,074.62

Electronic Payments #-98841-98887 \$502,348.03

ACCOUNTS PAYABLE TOTAL \$723,065.02

TOTAL \$3,006,172.50

4/26/2024

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	WEX HEALTH INC	Participant/Cobra Fee - Mar	34.51	-98887
601	494400	Water Administration and General	WEX HEALTH INC	Participant/Cobra Fee - Mar	14.79	-98887
101	419100	Community Development	WEX HEALTH INC	Participant/Cobra Fee - Mar	4.93	-98887
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Participant/Cobra Fee - Mar	9.86	-98887
101	431100	Street Department	WEX HEALTH INC	Participant/Cobra Fee - Mar	14.79	-98887
602	494900	Sewer Administration and General	WEX HEALTH INC	Participant/Cobra Fee - Mar	14.79	-98887
101	421100	Police Administration	WEX HEALTH INC	Participant/Cobra Fee - Mar	88.72	-98887
101	422100	Fire Administration	WEX HEALTH INC	Participant/Cobra Fee - Mar	9.86	-98887
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	44.95	-98886
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,354.84	-98886
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	157.33	-98886
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	177.67	-98886
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	304.16	-98886
101	422100	Fire Administration	AT&T MOBILITY	Cell Phones FD	232.40	-98886
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	149.45	-98886
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Mar 24 Water Charges	72,274.57	-98885
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C458 Mar24	117.87	-98884
101	421100	Police Administration	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300&C3320	119.58	-98883
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Jan	235.91	-98882
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas - FH #1	959.16	-98882
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas - CH/PD	784.77	-98882
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Jan	206.42	-98882
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Jan	147.44	-98882
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building - Fe	229.82	-98882
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Old CH	72.16	-98882
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	733.92	-98882
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas Old CH	649.47	-98882
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - Feb	7,199.05	-98882
101	431901	City Garage	B & F FASTENER SUPPLY CO.	Grinder Discs	61.77	-98881
101	422901	Firehall #1 Maple Grove Road	ACP CREATIVIT, LLC	Apr 2024 Maintenance	70.35	-98880
101	419901	City Hall & Police Building Maintenance	ACP CREATIVIT, LLC	Apr 2024 Maintenance	237.85	-98880
101	431100	Street Department	ACP CREATIVIT, LLC	Apr 2024 Maintenance	16.75	-98880
101	452200	Community Building	ACP CREATIVIT, LLC	Apr 2024 Maintenance	10.05	-98880
101	421100	Police Administration	APPLIED CONCEPTS INC	Radar Repair	230.00	-98879
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Nuts/Bolts/Grinding Wheels	105.38	-98878
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Nuts & Bolts	48.21	-98878
601	494300	Water Distribution	BORDER STATES INDUSTRIES INC.	Water Radio Wire	322.43	-98877
602	494500	Sewer Maintenance	BRAUN INTERTEC CORPORATION	Sanitary Sewer System Inspecti	1,352.50	-98876

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services Mar 2024	6,750.00	-98875
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.03	-98874
415	465200	Community Development	DSGW ARCHITECTS	Hermantown Arena	103,360.00	-98873
401	431100	Street Department	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Up Fitted - 2024 GMC - H27	1,350.00	-98872
101	422100	Fire Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Emergency Lights - FD	1,703.44	-98872
401	431100	Street Department	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Up Fitted - 2024 GMC	1,350.00	-98872
101	431100	Street Department	ESC SYSTEMS SOUND AND LIFE SAFETY	Monitoring CH Apr 24-March 25	600.00	-98871
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Mar 24 Locates	30.78	-98870
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Mar 24 Locates	20.52	-98870
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling Mar 2024	317.41	-98869
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal Mar 2024	184.20	-98869
101	424100	Building Inspection	INNOVATIVE OFFICE SOLUTIONS, LLC	Building Official Name Plate	20.22	-98868
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Envelope/Stapler	130.42	-98868
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Envelope/Toner	227.24	-98868
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,025.33	-98867
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	821.86	-98867
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,636.87	-98867
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,386.63	-98867
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	728.35	-98867
603	441100	Storm Water	LHB INC	Hermantown Rocky Run Creek Bri	753.25	-98866
402	431150	Street Improvements	MSA PROFESSIONAL SERVICES, INC.	Ugstad Road Reconditioning - C	655.00	-98865
101	422100	Fire Administration	MN OXYGEN COMPANY	Oxygen Cylinder Rental	226.74	-98864
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Portable Strobe Lights	426.50	-98863
402	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Rd - SP 202-101-014	360.00	-98862
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lightning Drive Feasibility St	6,170.00	-98862
101	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Peyton Property Development	320.00	-98862
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Keene Creek Culvert Replacemen	360.00	-98862
415	465200	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Ice Arena	7,037.50	-98862
240	433500	Water Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Stebner Park Utilities	19,250.00	-98862
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Rocky Run Bridge Replacement	1,600.00	-98862
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trail Project	1,737.50	-98862
416	452100	Parks	NORTHLAND CONSULTING ENGINEERS L.L.P.	Fichtner Park Improvements	20,496.25	-98862
602	494500	Sewer Maintenance	SJE-RHOMBUS, INC.	Liftstation PLC Upgrade	13,583.00	-98861
101	422100	Fire Administration	VC3	Adobe License - Graves & Johns	575.76	-98860
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	48,473.00	-98859
260	456101	Cable	OVEROM LAW, PLLC	2023 Mediacom Franchise Renewa	39.00	-98858
415	465200	Community Development	OVEROM LAW, PLLC	Arena Construction	416.00	-98858
603	441100	Storm Water	OVEROM LAW, PLLC	Benson Road Easement Acquisiti	174.00	-98858

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
603	441100	Storm Water	OVEROM LAW, PLLC	Hermantown Road Bridge Updates	39.00	-98858
101	416100	City Attorney	OVEROM LAW, PLLC	Performance Development Group	117.00	-98858
101	416100	City Attorney	OVEROM LAW, PLLC	Paul Senst Accident Claim	39.00	-98858
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Request	169.00	-98858
416	452100	Parks	OVEROM LAW, PLLC	Fichtner Field Park Improvemen	272.00	-98858
416	452100	Parks	OVEROM LAW, PLLC	Fichtner Playground Equipment	404.00	-98858
101	414100	Elections	OVEROM LAW, PLLC	Election Matters	12.00	-98858
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue and Lindgren Rd	39.00	-98858
415	465200	Community Development	OVEROM LAW, PLLC	State Grant - Bond Financed Pr	502.00	-98858
475	431150	Street Improvements	OVEROM LAW, PLLC	Hermantown and Old Midway Rd I	904.50	-98858
475	431150	Street Improvements	OVEROM LAW, PLLC	Hermantown and Old Midway Rd I	60.00	-98858
101	421100	Police Administration	OVEROM LAW, PLLC	Student Resource Officers (SRO	52.00	-98858
415	465200	Community Development	OVEROM LAW, PLLC	Naming Rights Agreement Matter	48.00	-98858
415	465200	Community Development	OVEROM LAW, PLLC	Funding Agreement - Recreation	1,894.00	-98858
101	416100	City Attorney	OVEROM LAW, PLLC	Annual Audit Matters	401.64	-98858
101	424100	Building Inspection	OVEROM LAW, PLLC	Sarah Lane Nuisance Property (1,014.00	-98858
101	422100	Fire Administration	OVEROM LAW, PLLC	Creation of New City Fire Dept	52.00	-98858
101	424100	Building Inspection	OVEROM LAW, PLLC	Maple Grove Estates Elevator I	844.00	-98858
415	465200	Community Development	OVEROM LAW, PLLC	Schematic Design Development -	400.00	-98858
101	421100	Police Administration	OVEROM LAW, PLLC	Police Department Procedure	39.00	-98858
101	421100	Police Administration	OVEROM LAW, PLLC	Police Department Knox Box Acc	1,170.00	-98858
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,100.00	-98858
101	419100	Community Development	OVEROM LAW, PLLC	Oppidan Development	390.00	-98858
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Xcel Development	832.00	-98858
101	422100	Fire Administration	OVEROM LAW, PLLC	2024 Fire Department Personnel	182.00	-98858
101	416100	City Attorney	OVEROM LAW, PLLC	City Councilor Orientation - H	39.00	-98858
101	416100	City Attorney	OVEROM LAW, PLLC	Independent Living Facility -	52.00	-98858
101	416100	City Attorney	OVEROM LAW, PLLC	Easy Housing v. Maple Village	504.00	-98858
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	EE Assistant Prgrm 01/24-6/24	104.64	-98857
101	415300	Administration & Finance	NORTHEAST SERVICE COOPERATIVE	EE Assistant Prgrm 01/24-6/24	45.78	-98857
602	494900	Sewer Administration and General	NORTHEAST SERVICE COOPERATIVE	EE Assistant Prgrm 01/24-6/24	19.62	-98857
101	422100	Fire Administration	NORTHEAST SERVICE COOPERATIVE	EE Assistant Prgrm 01/24-6/24	13.08	-98857
101	419100	Community Development	NORTHEAST SERVICE COOPERATIVE	EE Assistant Prgrm 01/24-6/24	6.54	-98857
101	419901	City Hall & Police Building Maintenance	NORTHEAST SERVICE COOPERATIVE	EE Assistant Prgrm 01/24-6/24	6.54	-98857
101	431100	Street Department	NORTHEAST SERVICE COOPERATIVE	EE Assistant Prgrm 01/24-6/24	19.62	-98857
601	494400	Water Administration and General	NORTHEAST SERVICE COOPERATIVE ²⁴	EE Assistant Prgrm 01/24-6/24	19.62	-98857
101	422100	Fire Administration	NORTHEAST SERVICE COOPERATIVE	Employee Assistant Program - 0	87.20	-98856
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica bizhub C30	96.00	-98855

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building - Ap	170.26	-98854
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - Apr	5,040.97	-98854
101	411100	Council	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Hermantown Gear - LeBlanc & Wi	75.52	-98853
101	431100	Street Department	ADVANTAGE SIGNS & GRAPHICS, INC	Galvanized Channel Posts	4,369.00	-98852
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Bolts and Zip Ties	33.17	-98851
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Hex Cap Screw Steel	8.27	-98851
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Hex Cap Screw Steel	12.41	-98851
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Hex Cap Screw Steel	69.06	-98851
601	494300	Water Distribution	BORDER STATES INDUSTRIES INC.	Amp Meter	328.29	-98850
401	431100	Street Department	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	New H-6 Upfitting	1,370.71	-98849
101	419901	City Hall & Police Building Maintenance	GOODIN COMPANY INC	Insulated Duct Access Door	38.31	-98848
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Video Inspection Keene Creek	9,450.00	-98847
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Road and Old Midway	9,753.00	-98846
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Design Services	2,090.00	-98846
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Preagenda/City Council/Four Sq	1,330.00	-98846
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Benson Rd Culvert	15,238.00	-98846
602	494900	Sewer Administration and General	PITNEY BOWES INC	Ink Ctg	91.29	-98845
601	494400	Water Administration and General	PITNEY BOWES INC	Ink Ctg	91.29	-98845
101	415300	Administration & Finance	PITNEY BOWES INC	Ink Ctg	182.58	-98845
416	452100	Parks	RICK'S TREE & STUMP REMOVAL	Tree Removal - Fichtner Park	11,550.00	-98844
475	431150	Street Improvements	RICK'S TREE & STUMP REMOVAL	Tree Work - Hermantown Rd Old	68,300.00	-98844
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Printer,DYMO Label Writer	129.19	-98843
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Labels, Paper, etc	359.22	-98843
101	422100	Fire Administration	VC3	Quarterly Billing Apr-Jun 2024	2,422.61	-98842
101	417200	Communications	VC3	Replacement Laptop - Wicklund	1,280.00	-98842
101	413100	Mayor	VC3	Quarterly Billing Apr-Jun 2024	403.76	-98842
101	424100	Building Inspection	VC3	Quarterly Billing Apr-Jun 2024	403.76	-98842
101	431100	Street Department	VC3	Quarterly Billing Apr-Jun 2024	1,615.07	-98842
101	415300	Administration & Finance	VC3	Quarterly Billing Apr-Jun 2024	2,422.61	-98842
101	424100	Building Inspection	VC3	Laptop - Building Inspector	1,646.00	-98842
101	413100	Mayor	VC3	Replacement Laptop - Boucher	1,280.00	-98842
101	421100	Police Administration	VC3	Quarterly Billing Apr-Jun 2024	7,752.59	-98842
602	494900	Sewer Administration and General	VC3	FoxIt PDF Editor - Chester PT	34.65	-98842
101	415300	Administration & Finance	VC3	FoxIt PDF Editor - Chester PT	92.40	-98842
602	494900	Sewer Administration and General	VC3	Laptop & Accessories - Chester	276.45	-98842
101	411100	Council	VC3	Quarterly Billing Apr-Jun 2024	227.33	-98842
602	494900	Sewer Administration and General	VC3	Quarterly Billing Apr-Jun 2024	1,211.30	-98842
601	494400	Water Administration and General	VC3	Laptop & Accessories - Chester	276.45	-98842

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	VC3	Quarterly Billing Apr-Jun 2024	1,211.30	-98842
601	494400	Water Administration and General	VC3	FoxIt PDF Editor - Chester PT	34.65	-98842
101	415300	Administration & Finance	VC3	Laptop & Accessories - Chester	737.20	-98842
601	494400	Water Administration and General	VC3	Quarterly Billing Apr-Jun 2024	1,615.07	-98842
101	414100	Elections	VC3	Laptop & Accessories - Chester	552.90	-98842
101	414100	Elections	VC3	FoxIt PDF Editor - Chester PT	69.30	-98842
101	431100	Street Department	VIKING INDUSTRIAL CENTER	Safety Supplies	250.47	-98841
101	431100	Street Department	VIKING INDUSTRIAL CENTER	Safety Supplies	116.56	-98841
601	494300	Water Distribution	ACME TOOLS	Impact Sockets	59.23	70882
601	494300	Water Distribution	ACME TOOLS	Tools - H25 Water Radio Instal	406.85	70882
240	432510	Trunk Sewer Construction	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309880	75.00	70883
240	432510	Trunk Sewer Construction	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309879	75.00	70883
240	432510	Trunk Sewer Construction	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309876	75.00	70883
240	432510	Trunk Sewer Construction	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309877	75.00	70883
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309878	75.00	70883
101	422100	Fire Administration	ASPEN MILLS	FD Uniform Pants - Graves	179.85	70884
101	431901	City Garage	BATTERIES PLUS BULBS	Batteries - Garage Door Opener	21.36	70885
602	494500	Sewer Maintenance	BJONSKAAS, ARON	Reimburse Safety Boots	62.50	70886
601	494300	Water Distribution	BJONSKAAS, ARON	Reimburse Safety Boots	62.50	70886
101	431100	Street Department	BJONSKAAS, ARON	Reimburse Safety Boots	124.99	70886
101	421100	Police Administration	BOUND TREE MEDICAL, LLC	Medical Supplies - PD	1,813.66	70887
101	422100	Fire Administration	BOUND TREE MEDICAL, LLC	Medical Supplies - FD	2,307.63	70887
101	424100	Building Inspection	CAPITAL ONE TRADE CREDIT	Pants - Holmes	39.99	70888
101	431100	Street Department	CAPITAL ONE TRADE CREDIT	Safety Vest & Coat - Rangel	90.98	70888
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	37.34	70889
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	37.33	70889
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	37.33	70889
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 3/28/24-4/27/24	79.98	70890
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH3 3/22/24-4/21/24	79.98	70890
101	431901	City Garage	CINTAS CORPORATION	Mats - PW	10.35	70891
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70891
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70891
101	431901	City Garage	CINTAS CORPORATION	Mats - PW	30.03	70891
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70891
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.94	70891
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70891
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70891
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.94	70891

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	70891
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.99	70891
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70891
101	431901	City Garage	CINTAS CORPORATION	Mats - PW	10.35	70891
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	70891
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70891
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70891
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.99	70891
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	114.90	70891
101	431901	City Garage	CINTAS CORPORATION	Mats - PW	30.03	70891
601	494300	Water Distribution	CONDON, DRAKE	Mileage Reimburse-Water Confer	225.79	70892
601	494300	Water Distribution	CORE & MAIN LP	Water Meter Reducing Flange	2,555.53	70893
240	433500	Water Improvements	CORE & MAIN LP	Water Radios - AMI Conversion	82,836.00	70893
601	494300	Water Distribution	CORE & MAIN LP	Water Meter Programmer	331.54	70893
245	465100	HEDA	COSTIN GROUP MN	City Lobbyist	1,500.00	70894
601	494400	Water Administration and General	CUSTOMER ELATION INC	03/12 - 04/08/24 Answering	33.83	70895
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	03/12 - 04/08/24 Answering	22.56	70895
101	422100	Fire Administration	DINGES FIRE COMPANY	Bunker Bags - FD	749.83	70896
401	431100	Street Department	DSC COMMUNICATIONS	Install Radio - H9 & H27	512.50	70897
101	421100	Police Administration	DULUTH NEWS-TRIBUNE	Newspaper PD 12 Months	326.89	70898
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Discharge Hose	322.51	70899
101	422100	Fire Administration	FIRE SAFETY USA	Engine 1 Repairs	1,206.25	70900
101	422100	Fire Administration	HEIMAN FIRE EQUIPMENT	PPE Name Tags	690.98	70901
101	415300	Administration & Finance	HERMANTOWN STAR LLC	City Council Minutes	74.25	70902
101	415300	Administration & Finance	HERMANTOWN STAR LLC	City Council Minutes	66.00	70902
475	431150	Street Improvements	HERMANTOWN STAR LLC	Hermantown & Old Midway Rd Bid	272.25	70902
101	421100	Police Administration	HOLIDAY COMPANIES	Car Washes - Mar 2024	40.00	70903
101	431100	Street Department	JERSEY CITY	Safety Shirts	430.00	70904
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	339.89	70905
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	233.00	70905
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	322.94	70905
101	422100	Fire Administration	KWIK TRIP EXTENDED NETWORK	Gas FD	1,359.44	70905
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	4,133.69	70905
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	215.30	70905
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	197.93	70905
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	CylDrRntSfEnvFee2/20-3/20/24	70.89	70906
101	452100	Parks	MENARD INC	Bleacher Runners- Rose Road	155.44	70907
101	431901	City Garage	MENARD INC	Welding Blanket	54.97	70907

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	MENARD INC	Return of Drill Drivers	-13.96	70907
602	494500	Sewer Maintenance	MENARD INC	Marking Paint	48.95	70907
101	431100	Street Department	MENARD INC	Safety Vest	7.99	70907
101	422100	Fire Administration	MENARD INC	Hooks/Paint Roller/End Caps/Br	101.86	70907
601	494300	Water Distribution	MENARD INC	Marking Paint	48.95	70907
601	494300	Water Distribution	MENARD INC	Drill drivers	25.91	70907
101	452100	Parks	MENARD INC	Moving Blankets/Wrap	103.44	70907
601	494300	Water Distribution	MENARD INC	Tools to Install H22 Radio	98.10	70907
101	422100	Fire Administration	MENARD INC	Super Glue	4.99	70907
601	494300	Water Distribution	MENARD INC	Screwdrivers - H25	12.41	70907
101	421100	Police Administration	MILLS AFTERMARKET ACCESSORIES, INC.	Lorado Tonneau Cover	497.95	70908
601	494300	Water Distribution	MN DEPARTMENT OF HEALTH	Water Supply Operator-Condon	23.00	70909
402	431150	Street Improvements	MN DEPT OF TRANSPORTATION	Assurance Testing - Ugstad Rd	2,168.97	70910
402	431150	Street Improvements	MN DEPT OF TRANSPORTATION	Assurance Testing - Ugstad Rd	405.10	70910
402	431150	Street Improvements	MN DEPT OF TRANSPORTATION	Assurance Testing - Ugstad Rd	123.10	70910
402	431150	Street Improvements	MN DEPT OF TRANSPORTATION	Assurance Testing - Ugstad Rd	140.55	70910
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Apr 2024 Internet	360.00	70911
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Apr 2024 Internet	90.00	70911
101	431100	Street Department	NAPA AUTO PARTS	Motor Oil	839.99	70912
101	431100	Street Department	NAPA AUTO PARTS	Wiper Blade	32.86	70912
101	431100	Street Department	NAPA AUTO PARTS	DEF Fluid	1,636.62	70912
101	431100	Street Department	NAPA AUTO PARTS	DEF Fluid	-1,076.44	70912
101	431100	Street Department	NAPA AUTO PARTS	Gasket Maker Kit	49.21	70912
101	421100	Police Administration	NLEAC	2024 Dues	75.00	70913
101	421100	Police Administration	NORTH COUNTRY CHEVROLET	24 GMC Yukon - SQD 23	53,464.60	70914
101	431901	City Garage	OXYGEN SERVICE COMPANY	Welding Supplies	133.96	70915
401	431100	Street Department	PRO TIRE	Backrack - H27	384.60	70916
602	494500	Sewer Maintenance	PRO TIRE	Tires - Generator	279.86	70916
101	421100	Police Administration	SHRED-N-GO INC	Shredding Contract through 03/	148.93	70917
101	421100	Police Administration	STREICHER'S	Ammo	1,207.80	70918
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 19	43.07	70919
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 15	83.90	70919
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 11	81.53	70919
601	494300	Water Distribution	UNITED RENTALS (NORTH AMERICA) INC	Light Tower - Water Strike on	325.00	70920
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Mar 2024 Bill Print	570.22	70921
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC 28	Mar 2024 Bill Print	570.21	70921
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Mar 2024 Bill Print	570.21	70921
101	134000	Retiree Insurance/Telephone Reimb.	VOLK, LISA	Refund: Life Insurance Premium	135.48	70922

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	414100	Elections	WENTZLAFF, ALISSA	Election Supplies	55.91	70923
603	441100	Storm Water	ZIEGLER INC	Skidsteer/Mulcher rental	10,205.00	70924
101	421100	Police Administration	MN D.A.R.E. OFFICER'S ASSOCIATION	DARE Officer Training	1,450.00	70931
101	421100	Police Administration	ANIMAL ALLIES HUMANE SOCIETY	Mar 2024 Boarding	636.00	70932
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309890	75.00	70933
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309891	75.00	70933
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309892	75.00	70933
412	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309883	75.00	70933
101	419901	City Hall & Police Building Maintenance	BATTERIES PLUS BULBS	Battery - DURHR12-6.5FR	36.15	70934
230	465100	HEDA	BOUCHER, WAYNE	Mileage for Duluth/St. Louis C	201.00	70935
101	421100	Police Administration	BOUND TREE MEDICAL, LLC	Medical Bags	274.95	70936
101	431100	Street Department	CINTAS CORPORATION	Uniforms	25.94	70937
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	70937
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	30.72	70937
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70937
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies - PW	58.54	70937
601	494300	Water Distribution	CORE & MAIN LP	H2O Radios for Stock	414.00	70938
101	411100	Council	CREGO, PATRICIA	Comp Converter Cable-Chambers	9.99	70939
101	419901	City Hall & Police Building Maintenance	DALCO	Power Nozzle/Belt Drive	70.54	70940
101	419901	City Hall & Police Building Maintenance	DALCO	General Supplies	383.68	70940
230	465100	HEDA	EHLERS & ASSOCIATES INC	2024 Soccer Dome Proj: Feasibi	2,500.00	70941
101	419100	Community Development	GLENWOOD SIGNS & AWARDS INC	Zoning Notice Sign Panel	65.00	70942
101	431100	Street Department	GLENWOOD SIGNS & AWARDS INC	Magnetic Signs - Rental Equip	160.00	70942
101	419901	City Hall & Police Building Maintenance	GREAT LAKES ELECTRICAL EQUIPMENT CO INC	SAT S11438	28.60	70943
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Assessment & Classification	82.50	70944
101	415300	Administration & Finance	HERMANTOWN STAR LLC	April 1, 2024 Minutes	189.75	70944
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing Planning & Zoni	82.50	70944
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Mar	3,617.50	70945
101	431100	Street Department	INTERSTATE ALL BATTERY CENTER	Batteries H-4	446.85	70946
101	422901	Firehall #1 Maple Grove Road	JOHNSTONE SUPPLY	Tape Duct Turboshear	79.00	70947
101	421100	Police Administration	KOLAR	Alternator	1,059.96	70948
101	362210	Park Rental Fees	KUCZA, BETH	Pavilion Rental - Pavilion Not	25.00	70949
101	431100	Street Department	MENARD INC	Brine Tank Valve	76.18	70950
601	494300	Water Distribution	MENARD INC	Tools for Water Radio Install	57.83	70950
101	422901	Firehall #1 Maple Grove Road	MENARD INC	Paint Supplies FH#1	89.02	70950
101	419901	City Hall & Police Building Maintenance	MENARD INC	Repair Supplies	27.97	70950
601	494300	Water Distribution	MENARD INC	Return of Tools for Water Radi	-19.98	70950
101	422100	Fire Administration	NAPA AUTO PARTS	Anti Freeze Washer Fluid	133.80	70951

4/26/2024

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	NAPA AUTO PARTS	Oil Filters	128.11	70951
101	415300	Administration & Finance	OFFICE OF THE SECRETARY OF STATE	Notary Fee - Patricia Crego	120.00	70952
101	431100	Street Department	RANGEL, TEODORO	Reimburse Safety Boots	68.44	70953
601	494300	Water Distribution	RANGEL, TEODORO	Reimburse Safety Boots	34.23	70953
602	494500	Sewer Maintenance	RANGEL, TEODORO	Reimburse Safety Boots	34.23	70953
101	422100	Fire Administration	SHERWIN WILLIAMS	Paint	73.95	70954
101	422901	Firehall #1 Maple Grove Road	SHERWIN WILLIAMS	Paint	32.48	70954
475	431150	Street Improvements	SRF CONSULTING GROUP, INC.	ROW Acquisitions - Hermantown	16,189.08	70955
475	431150	Street Improvements	SRF CONSULTING GROUP, INC.	ROW Acquisitions - Hermantown	703.91	70955
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution Mar 2024	702.45	70956
101	421100	Police Administration	STREICHER'S	Uniform - Hedin	43.99	70957
101	421100	Police Administration	STREICHER'S	Uniform - Hedin	7.99	70957
101	421100	Police Administration	STREICHER'S	Uniform - Hedin	54.99	70957
101	431100	Street Department	TENET	Safety Glasses	519.80	70958
101	431100	Street Department	TERHAAR, JERRIE	Reimburse Safety Boots	145.00	70959
601	494300	Water Distribution	TERHAAR, JERRIE	Reimburse Safety Boots	72.50	70959
602	494500	Sewer Maintenance	TERHAAR, JERRIE	Reimburse Safety Boots	72.50	70959
101	421100	Police Administration	THOMSON REUTERS - WEST	Clear Subscription - Mar 24	165.00	70960
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - U2	81.53	70961
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter/Brakes - SQD 17	1,258.47	70961
101	421100	Police Administration	TWIN PORTS COMPUTER, LLC	Computer Repair - PD	454.00	70962
603	441100	Storm Water	UNITED RENTALS (NORTH AMERICA) INC	Rental -Water Truck- Street Sw	4,735.00	70963
101	421100	Police Administration	USA TOWING & RECOVERY	Towing - RO# 39233	65.00	70964
101	417200	Communications	WICKLUND, JOE	Registration	615.00	70965
101	417200	Communications	WICKLUND, JOE	Food & Hotel	1,432.27	70965
101	417200	Communications	WICKLUND, JOE	Subscriptions	272.27	70965
230	465100	HEDA	WICKLUND, JOE	Supplies	228.64	70965
101	417200	Communications	WICKLUND, JOE	Facebook Ad	154.00	70965

Totals: 332 records printed

723,065.02



CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Rezone Parcels 395-0010-06630 and 395-0010-06740 from P, Public to HM, Hermantown Marketplace

RESOLUTION: **ORDINANCE:** 2024-06 **OTHER:**

REQUESTED ACTION

Approval of the proposed change to the Hermantown Zoning Map by rezoning the 65 acres associated with Stebner Park from P, Public to HM, Hermantown Marketplace. The property is located at 4860 Maple Grove Road.

DESCRIPTION OF REQUEST:

Requested is the proposed change to the Hermantown Zoning Map by rezoning the 65 acres associated with Stebner Park from P, Public to HM, Hermantown Marketplace. The property is located at 4860 Maple Grove Road. The purpose of the rezoning is to facilitate the future transfer of 8 acres of land within the park to a private developer in order to construct a sports dome.

SITE DATA

Address:	4860 Maple Grove Road
Comprehensive Plan:	Concept Area 1: Maintain Suburban Character, Preserve Critical Natural Features, Phase Residential Development, Develop Existing and New Park Areas
Zoning:	P, Public
Lot Size:	65 acres
Wetlands:	Delineated in 2022
Shoreland Overlay:	No
Airport Zoning:	None

BACKGROUND:

The City was approached by Excel North Physical Therapy and Performance (Excel), who currently has an existing business in the Hermantown Marketplace. Excel expressed the desire to construct a 100,000 square foot sports dome along with a physical therapy clinic and inquired about City owned land in order to utilize for the project. City staff discussed the potential of using a portion of land within Stebner Park for the sports dome and then facilitated a meeting between Excel and Hermantown Youth Soccer Association (HYSA). HYSA is the primary user group of Stebner Park, so staff wanted to ensure that the field needs of HYSA would continue to be met should a dome be constructed on one of the existing soccer fields.

A public hearing for this proposed project was held on April 16, 2024. There were two members of the public who asked questions regarding to other potential development or land subdivisions within the park, whether a rezoning of a portion of the park is beneficial and how development within the park would be connected to Peyton Acres to the south. The Planning and Zoning Commission unanimously recommended the application to the City Council for their review and approval.

HYSA and Excel have since entered into an agreement for use of the dome which will provide the opportunity for year round field availability for HYSA on both the existing outdoor soccer fields and indoor turf within the dome. Excel will also utilize the dome for their physical therapy and performance business as well as rent the dome for year round sports activities, events and recreational activities.

Utilities

There is public water within the park and in 2023, the City extended sanitary sewer from Maple Grove Road south into the park approximately 1700 feet. Any future development will be required to connect to the public utilities and pay any applicable connection and availability fees.

Wetlands

Stebner Park was delineated in 2022 with the delineation being reviewed and approved by the Hermantown Technical Evaluation Panel at that time. Any proposed wetland impacts within the property will require review and approval by the Hermantown Technical Evaluation Panel.

Zoning

Applicant is requesting a rezoning from P, Public to HM, Hermantown Marketplace. The purpose of the rezoning is to facilitate the future transfer of 8 acres of land within the park to a private developer in order to construct a sports dome. Both a sports dome (indoor entertainment and recreation over 7,500 square feet) and a public park are allowed within the Hermantown Marketplace zoning district.

Dimensional standards would change as follows:

Dimensional Standards	P	HM
Height	50 feet	45 feet, up to 75 feet with a Special Use Permit
Setbacks		
<i>Front</i>	35 feet	5 feet
<i>Side (abutting street)</i>	35 feet	5 feet
<i>Side</i>	15 feet	5 feet
<i>Rear</i>	25 feet	5 feet
Minimum lot area	None	None
Minimum lot width	None	None
Maximum lot coverage	35%	50%

Land Subdivision

Assuming the Stebner Park property is rezoned, then a preliminary and final plat will be utilized to create 2 outlots, a public right of way and an 8.03 acre parcel for the proposed sports dome. The preliminary and final plat will require a separate public hearing at the Planning and Zoning Commission and review and approval by the City Council.

Comprehensive Plan

The site is in Area 1 on the Hermantown Comprehensive Plan Concepts Map. The goal for Area 1 is to maintain suburban character, preserve critical natural features, phase residential development, and develop existing and new park areas.

The majority of the Hermantown Marketplace zoning district is within Area 1. The proposed rezoning of the property is in keeping with adjacent land uses.

SUMMARY & JUSTIFICATION:

The proposed rezoning meets the criteria of the Comprehensive Plan and the overall goals and policies of the Zoning Ordinance. The 65 acre land area is currently used as a park and both a public park and a sports dome are permitted uses within the HM, Hermantown Marketplace zoning district. Staff recommends approval of the rezoning based on the following findings:

1. The property is included in the suburban development concept area (Area 1) of the Comprehensive Plan within which residential development is currently allowed.
2. A public park and and a sports dome are permitted uses within the HM, Hermantown Marketplace zoning district.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Ordinance
Location Map
Existing Zone Map
Proposed Zoning Map

Ordinance No. 2024-06

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 OF PARCELS 395-0010-06630 and
395-0010-06740**

Section 1. Amendment to Official Zoning Map. The Official Zoning Map of the City of Hermantown is hereby amended so that Parcels 395-0010-06630 and 395-0010-06740 is zoned HM, Hermantown Marketplace. See Exhibit A for Legal Description.

Section 2. Purpose and Intent. The purpose of this amendment is to rezone Parcels 395-0010-06630 and 395-0010-06740 to HM, Hermantown Marketplace with the following Findings of Fact:

Findings of Fact

1. The Planning Commission of the City of Hermantown (“Planning Commission”) held a public hearing on the rezoning request on April 16, 2024 at which time all parties desiring to be heard were afforded the opportunity to be heard.

2. A rezoning to HM, Hermantown Marketplace is compatible with the surrounding uses as it mirrors the existing development patterns of the surrounding/abutting parcels.

3. A rezoning to HM, Hermantown Marketplace allows for the construction of a sports dome (indoor entertainment and recreation over 7,500 square feet) that cannot be conducted under the P, Public zoning district.

4. A public park and a sports dome are permitted uses within the HM, Hermantown Marketplace zoning district.

4. The Land falls within the City’s Urban Services Boundary. Sanitary sewer and water mains are within the adjacent right of way of Maple Grove Road and within the boundaries of the park property.

5. The property is in Area 1 on the Hermantown Comprehensive Plan Concepts Map. The goal for Area 1 is to maintain suburban character, preserve critical natural features, phase residential development, and develop existing and new park areas.

6. The majority of the Hermantown Marketplace zoning district is within Area 1. The proposed rezoning of the property is in keeping with adjacent land uses.

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: _____

Exhibit A – Legal Descriptions

West 1/2 of West 1/2 of Northeast 1/4 of Northwest 1/4 & East 1/2 of West 1/2 of East 1/2 of Northwest 1/4 of Northwest 1/4 & East 1/2 of East 1/2 of Northwest 1/4 of Northwest 1/4, Section 24 Township 50 Range 15

Parcel 395-0010-06630

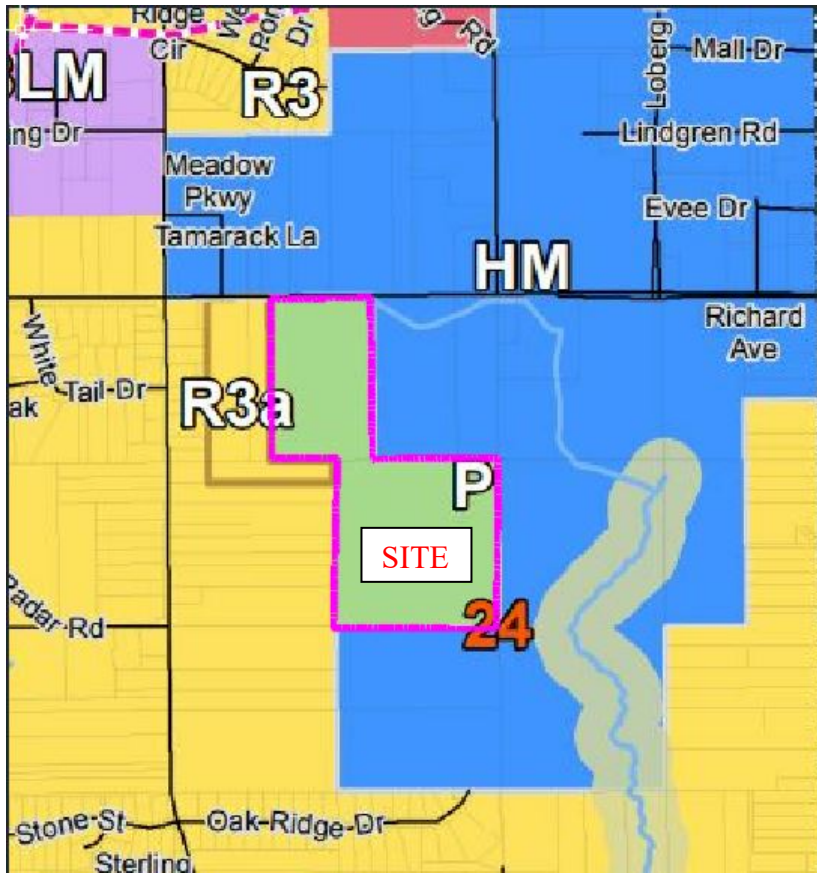
Southeast 1/4 of Northwest 1/4, Section 24 Township 50 Range 15

Parcel 395-0010-06740

Location Map



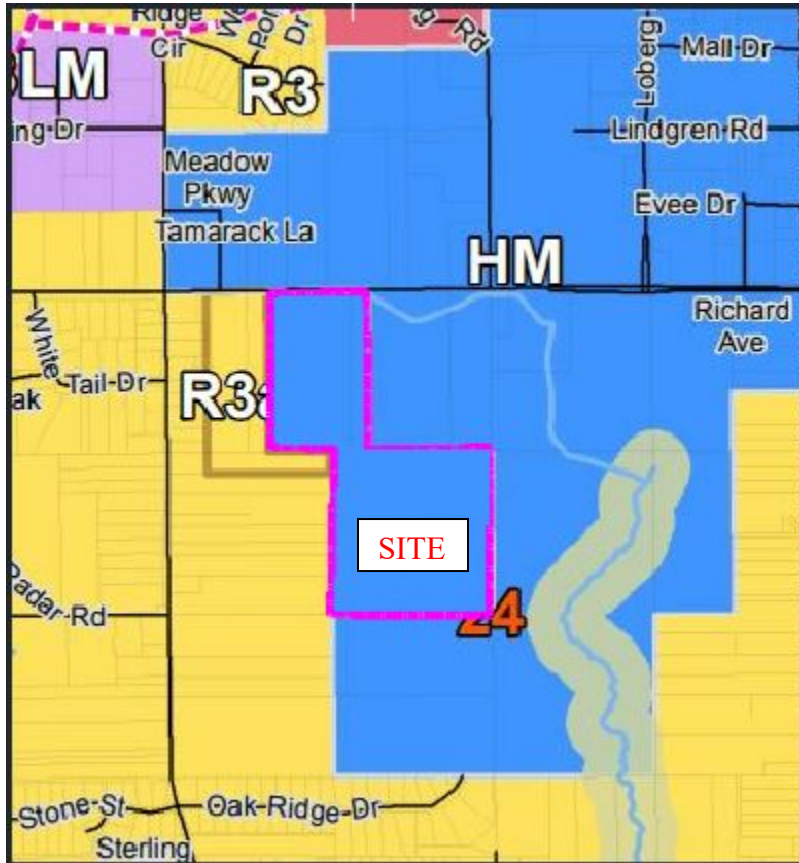
Existing Zoning Map



Hermantown Zoning Districts

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

Proposed Zoning Map



Hermantown Zoning Districts

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



CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Temporary Easement from Ray M. Hernesman and Gail K. Hernesman

RESOLUTION: 2024-46 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Accept Easement from Ray M. Hernesman and Gail K. Hernesman.

BACKGROUND

As you know, the City will be making improvements along Hermantown Road and Bridge in the summer of 2024 using a combination of Federal, State, and local funds. The City requested temporary easement along the roads on land owned by Ray M. Hernesman and Gail K. Hernesman. The City made an offer based upon an uncomplicated appraisal by SRF for that temporary easement and the Nelson's have accepted.

SOURCE OF FUNDS (if applicable)

603-441100-510 Project 542

ATTACHMENTS

Resolution
Easement Agreement Ray M. Hernesman and Gail K. Hernesman

Resolution No. 2024-46

Resolution Authorizing and Directing Mayor and City Clerk To Execute an Acceptance of Easement Agreement to The City Of Hermantown From Ray M. Hernesman and Gail K. Hernesman for The Hermantown Road Bridge BR-7724 and Road Improvement

WHEREAS, the City of Hermantown (“City”) desires to construct a new bridge and road improvements to a portion of Hermantown Road in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain an easement (“Easements”) from Ray M. Hernesman and Gail K. Hernesman to construct the Project and Ray M. Hernesman and Gail K. Hernesman has executed and delivered the required Easement to the City; and

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

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easement.

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 Mayor Boucher, aye

And the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.

EXHIBIT A

TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this _____ day of _____, 2024, between **Ray M. Hernesman and Gail K. Hernesman as Trustees of the Ray M. Hernesman Trust under agreement dated April 25, 2023, as amended, and their successors**, and **Ray M. Hernesman and Gail K. Hernesman as Trustees of the Gail K. Hernesman Trust under agreement dated April 25, 2023, as amended, and their successors**, (collectively referred to as “Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

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

B. Grantee desires to construct roadway improvements adjacent to Grantor’s Property (“Project”).

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

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

1. The Recitals are included as a part hereof.
2. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose

of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect until **December 31, 2025**.

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

GRANTOR:

Ray M. Hernesman Trust

By _____
Ray M. Hernesman, Its Trustee

And by _____
Gail K. Hernesman, Its Trustee

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

Personally came before me this _____ day of _____, 2024, the above-named Ray M. Hernesman and Gail K. Hernesman as Trustees of the Ray M. Hernesman Trust under agreement dated April 25, 2023, as amended, and their successors, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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

GRANTOR:

Gail K. Hernesman

By _____
Ray M. Hernesman, Its Trustee

And by _____
Gail K. Hernesman, Its Trustee

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

Personally came before me this _____ day of _____, 2024, the above-named Ray M. Hernesman and Gail K. Hernesman as Trustees of the Gail K. Hernesman Trust under agreement dated April 25, 2023, as amended, and their successors, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public _____

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

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

EXHIBIT A
Legal Description

South 424 1/2 feet of the West 1,020 feet of the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4), Section Twenty (20), Township Fifty (50), Range Fifteen (15), EXCEPT 75/100 acres for road, and reserving to grantors an easement for ingress and egress over the East 33 feet thereof.

This property is Abstract.

PIN: 395-0010-05564

Property Address: 5577 Hermantown Road, Hermantown, MN 55810

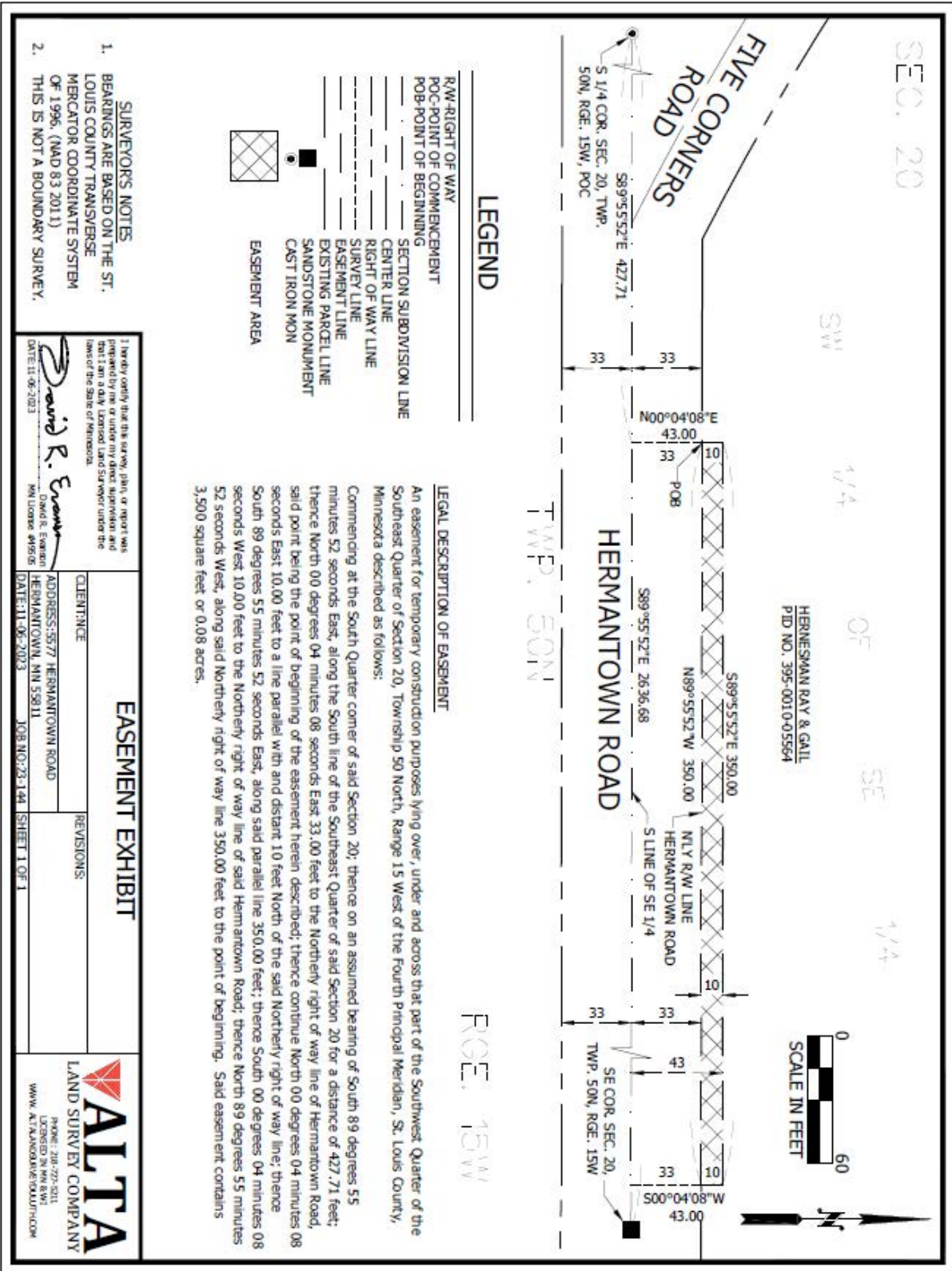
EXHIBIT B
Temporary Easement Legal Description

An easement for temporary construction purposes lying over, under and across that part of the Southwest Quarter of the Southeast Quarter of Section 20, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the South Quarter corner of said Section 20; thence on an assumed bearing of South 89 degrees 55 minutes 52 seconds East, along the South line of the Southeast Quarter of said Section 20 for a distance of 427.71 feet; thence North 00 degrees 04 minutes 08 seconds East 33.00 feet to the Northerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue North 00 degrees 04 minutes 08 seconds East 10.00 feet to a line parallel with and distant 10 feet North of the said Northerly right of way line; thence South 89 degrees 55 minutes 52 seconds East, along said parallel line 350.00 feet; thence South 00 degrees 04 minutes 08 seconds West 10.00 feet to the Northerly right of way line of said Hermantown Road; thence North 89 degrees 55 minutes 52 seconds West, along said Northerly right of way line 350.00 feet to the point of beginning.

Said easement contains 3,500 square feet or 0.08 acres.

EXHIBIT C Easement Depiction





CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Temporary Easement from Gloria Nelson

RESOLUTION: 2024-47 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Accept Easement from Gloria Nelson.

BACKGROUND

As you know, the City will be making improvements along Hermantown Road and bridge in the summer of 2024 using a combination of Federal, State, and local funds. The City requested temporary easement along the roads on land owned by Gloria Nelson. The City made an offer based upon an uncomplicated appraisal by SRF for those easements and the Nelson's have accepted.

SOURCE OF FUNDS (if applicable)

603-441100-510 Project 542

ATTACHMENTS

Resolution
Easement Agreement Nelson

Resolution No. 2024-47

Resolution Authorizing and Directing Mayor and City Clerk to Execute an Acceptance of Easement Agreement to The City Of Hermantown From Gloria Plucinak Nelson for The Hermantown Road Bridge BR-7724 and Road Improvement

WHEREAS, the City of Hermantown (“City”) desires to construct a new bridge and road improvements to a portion of Hermantown Road in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain an easement (“Easements”) from Gloria Plucinak Nelson to construct the Project and Gloria Plucinak Nelson has executed and delivered the required Easement to the City; and

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

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easement.

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 Mayor Boucher, aye

And the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.

EXHIBIT A

TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this _____ day of _____, 2024, between **Gloria Plucinak Nelson**, a single individual, (“Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

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

B. Grantee desires to construct roadway improvements adjacent to Grantor’s Property (“Project”).

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

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

1. The Recitals are included as a part hereof.
2. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect until **December 31, 2025**.

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

Gloria Plucinak Nelson

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

This instrument was acknowledged before me on this _____ day of _____, 2024, by Gloria Plucinak Nelson, a single individual.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public _____

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

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overrom Law, PLLC
802 Garfield Avenue, Suite 101
Duluth, MN 55802

EXHIBIT A
Legal Description

E'ly 524 ft. of W'ly 774 ft. of N'ly 416 ft. of NW1/4 of NE1/4, Section 29, Township 50, Range 15, formerly known as:

That part of the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4), Section Twenty-nine (29), Township Fifty (50), Range Fifteen (15), described as follows: Beginning at a point 250 feet east of the Northwest corner of the above-described property on the Hermantown Road, Easterly from said point 524 feet on the Hermantown Road, thence Southerly 416 feet, thence Westerly 524 feet, thence Northerly 416 feet to the point of beginning.

This property is Abstract.

PIN: 395-0010-08642

Property Address: 5586 Hermantown Road, Hermantown, MN 55810

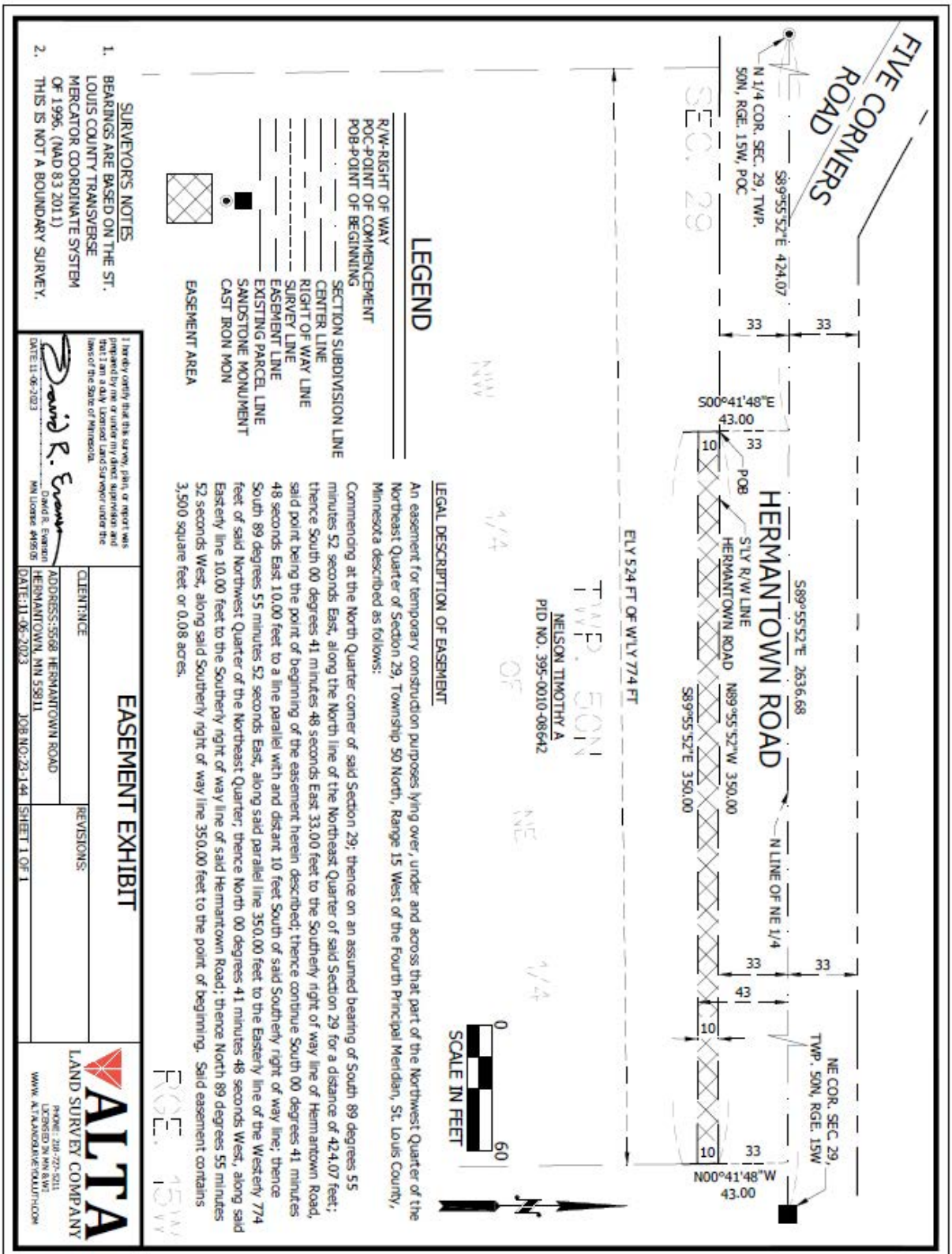
EXHIBIT B
Temporary Easement Legal Description

An easement for temporary construction purposes lying over, under and across that part of the Northwest Quarter of the Northeast Quarter of Section 29, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the North Quarter corner of said Section 29; thence on an assumed bearing of South 89 degrees 55 minutes 52 seconds East, along the North line of the Northeast Quarter of said Section 29 for a distance of 424.07 feet; thence South 00 degrees 41 minutes 48 seconds East 33.00 feet to the Southerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue South 00 degrees 41 minutes 48 seconds East 10.00 feet to a line parallel with and distant 10 feet South of said Southerly right of way line; thence South 89 degrees 55 minutes 52 seconds East, along said parallel line 350.00 feet to the Easterly line of the Westerly 774 feet of said Northwest Quarter of the Northeast Quarter; thence North 00 degrees 41 minutes 48 seconds West, along said Easterly line 10.00 feet to the Southerly right of way line of said Hermantown Road; thence North 89 degrees 55 minutes 52 seconds West, along said Southerly right of way line 350.00 feet to the point of beginning.

Said easement contains 3,500 square feet or 0.08 acres.

EXHIBIT C Easement Depiction





CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Temporary Easements from Six Hermantown Road Properties

RESOLUTION: 2024-52 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Accept Temporary Easement from Hermantown Road Residents for Road Improvements

BACKGROUND

As you know, the City will be making improvements along Hermantown Road in the Summer of 2024 using a combination of Federal, State, and Local funds. The City requested temporary easements along Hermantown Road from the land owners listed below. The City made an offer based upon an uncomplicated appraisal by SRF for those easements and the owners have accepted.

PID #	Owners
395-0010-05230	David Halverson, Jr. and Evelyn M. Halverson
395-0010-05250	David S. Thornton and Janet L. Thornton
395-0010-05795	Mary E. Bianchi
395-0010-08405; 395-0010-08415	RendField Land Company, Inc.
395-0010-08930	Jeremy J. Hodgson and Sarah E. Hodgson
395-0010-08952	Nathan Gilbertson and Rebecca Gilbertson

SOURCE OF FUNDS (if applicable)

603-441100-510 Proj. 541

ATTACHMENTS

Resolution
Easement Agreements

Resolution No. 2024-52

Resolution Authorizing The Acceptance Of A Temporary Easements With Hermantown Road Land Owners For The Construction Of Hermantown Road Improvements

WHEREAS, six (“Owners”) of property within the City of Hermantown (“Properties”) are;

PID #	Owners	Cost
395-0010-05230	David Halverson, Jr. and Evelyn M. Halverson	\$500.00
395-0010-05250	David S. Thornton and Janet L. Thornton	\$500.00
395-0010-05795	Mary E. Bianchi	\$500.00
395-0010-08405; 395-0010-08415	RendField Land Company, Inc.	\$500.00
395-0010-08930	Jeremy J. Hodgson and Sarah E. Hodgson	\$500.00
395-0010-08952	Nathan Gilbertson and Rebecca Gilbertson	\$500.00
	TOTAL	\$3,000.00

WHEREAS, the City of Hermantown (“City”) desires to construct a trail and sewer line around the Property; and

WHEREAS, in order to construct the trail and sewer line it is necessary for the City to obtain Temporary Easement from (“Owners”) to enter upon the (“Properties”) to complete the construction; and

WHEREAS, such Temporary Easements would terminate on December 31, 2025 and be of no further force and effect; and

WHEREAS, the City Attorney has prepared a Temporary Easements with respect to the matters set forth above; and

WHEREAS, the City Council has reviewed the Temporary Easements and believes that it is in the best interests of the City of Hermantown to approve the Temporary Easements and authorize the Mayor and City Clerk to accept the Temporary Easements.

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

1. The Temporary Easements substantially in the form of the one attached hereto as Exhibit A-F is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to accept the Temporary Easements and to execute and deliver whatever documents are necessary to consummate the transactions contemplated by the Temporary Easements.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.

EXHIBIT A

TEMPORARY EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 2024, by and between **Donald E. Kallos** and **Olivia S. Kallos**, husband and wife, hereinafter called "Grantor," and the **City of Hermantown**, a Minnesota statutory city, hereinafter called the "Grantee."

WHEREAS, Grantor is the owner of land ("Grantor's Property") situated in the City of Hermantown, St. Louis County, Minnesota; and

WHEREAS, Grantor has agreed to grant Grantee a temporary easement for public purposes across a portion of Grantor's Property.

NOW, THEREFORE, Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto the City of Hermantown, St. Louis County, Minnesota, as Grantee, its successors and assigns until December 31, 2021:

A temporary easement ("Temporary Easement") for public utility purposes, including, but not limited to, the construction and maintenance of a trail and sewer line, over, under, and across the property owned by Grantor, with the Temporary Easement of twenty (20) feet generally shown in cross hatching on the drawing attached hereto as Exhibit A together with the right to enter upon and occupy so much of such property as may be necessary in constructing, repairing or otherwise maintaining the culvert.

It is understood that the right, privilege and Temporary Easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

This Temporary Easement shall expire and be of no force and effect after December 31, 2021.

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

Donald E. Kallos

Olivia S. Kallos

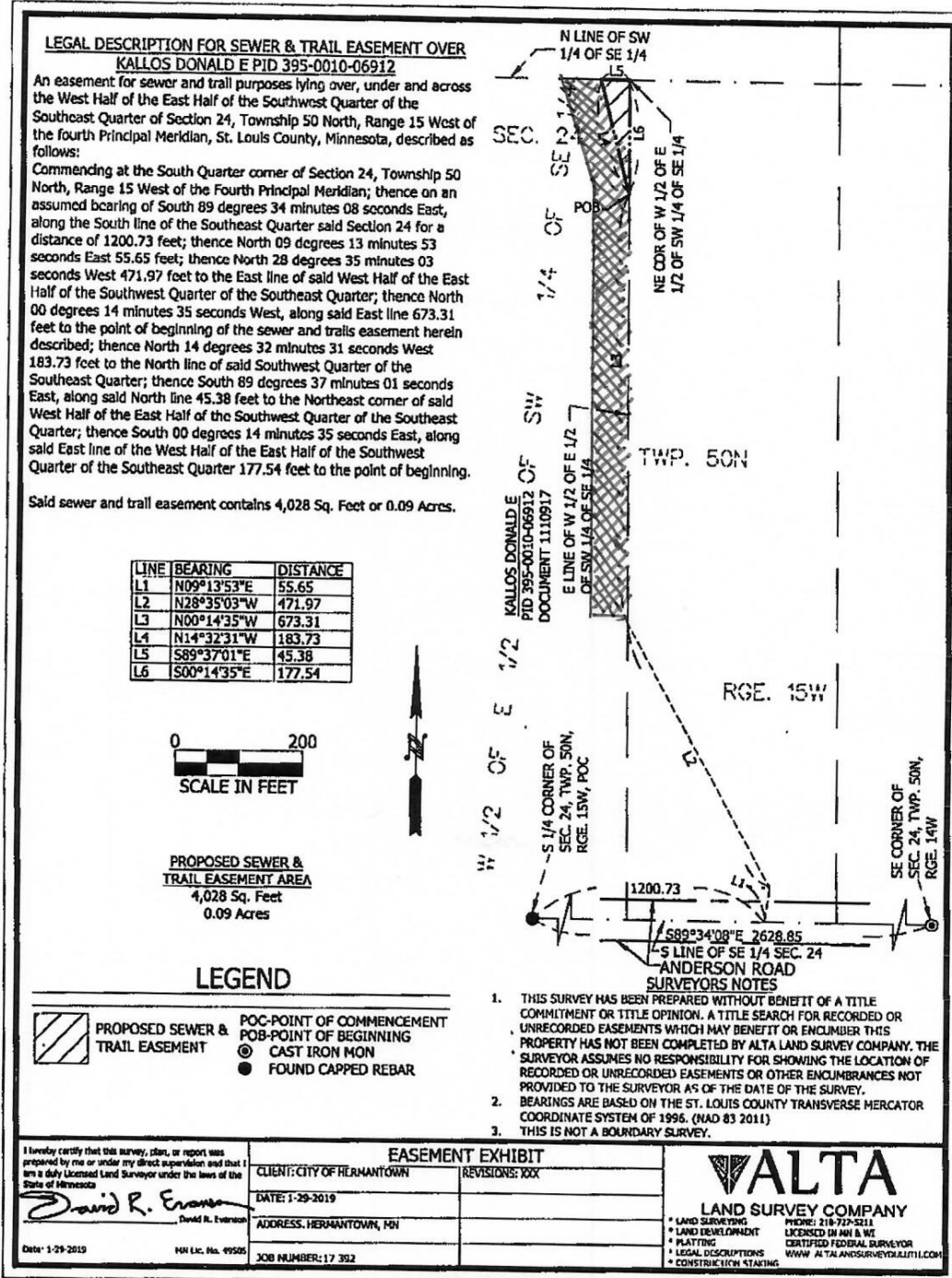
STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

This instrument was acknowledged before me on this _____ day of _____, 2024, by Donald E. Kallos and Olivia S. Kallos, husband and wife.

Notary Public

[ACCEPTANCE APPEARS ON NEXT PAGE]

EXHIBIT A Depiction of Temporary Easement



TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this _____ day of _____, 2024, between **RendField Land Company, Inc.**, a Minnesota corporation, (“Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

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

B. Grantee desires to obtain a temporary construction easement for the purposes of improving the existing roadway known as Hermantown Road, one-half (1/2) of the right-of-way of said roadway lying on the northerly thirty-three (33) feet of the Property (“Project”).

C. Grantor has also agreed to provide a temporary non-exclusive construction easement (“Temporary Easement”) upon, over, across and through a portion of the Property legally described on Exhibit B and depicted as Temporary Easement Area on Exhibit C attached hereto (the “Temporary Easement Area”) in connection with the Project.

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

1. The Recitals are included as a part hereof.
2. Subject to the limitations set forth below, Grantor grants to Grantee and its, employees, agents and contractors (collectively, the "Grantee Parties"), a temporary and non-exclusive easement, upon, over, across and through the Temporary Easement Area in connection with the Project, including (i) grading, filling and repairing grounds, (ii) removing vegetation and other

obstructions, (iii) movement and storage of vehicles, machines, materials, supplies and equipment, and (iv) ingress, egress, and access (the "Temporary Easement"). The Temporary Easement shall automatically expire and be of no force and effect as of **December 31, 2025**.

3. Grantee and the Grantee parties will not interfere with or disrupt (i) access to or from the Property, (ii) Grantor's use of the Property, or (iii) any of Grantor's improvements over, on or under the Property or the Temporary Easement Area, including, but not limited to, existing electric transmission lines. Grantor reserves the right to use the Temporary Easement Area for purposes that will not materially interfere with Grantee's full enjoyment of the rights granted by this Easement.

4. Prior to expiration of the Temporary Easement, Grantee shall reasonably restore the Temporary Easement Area and any affected portion of the Property to substantially the same or better condition existing immediately prior to Grantee's entry onto the Property and the Temporary Easement Area.

5. Grantee shall procure and maintain all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction of the Project and use of the Temporary Easement Area by Grantee.

6. Grantee shall maintain OSHA/NESC vertical and horizontal working clearances for construction and maintenance equipment working under or adjacent to energized power lines operated up to ten percent (10%) over voltage and shall comply with all other applicable OSHA regulations, the National Electric Safety Code and the National Electric Code.

7. No structures (including, but not limited to light standards and signs) shall be erected within the Temporary Easement Area without the written approval of Grantor. Location, height, use, and combustibles are examples of concerns reviewed when issuing exceptions.

8. In no event shall equipment with a total height greater than fourteen (14) feet be operated within the Temporary Easement Area, without the permission of and coordination with Grantor. Such height shall be measured from ground level to the uppermost extension of the equipment, or anything attached to said equipment. No activity shall occur within ten (10) feet of any pole, guy wire or guy anchor without the permission of and coordination with Grantor.

9. Prior to commencing construction and continuing throughout the term of the Temporary Easement, Grantee shall obtain and maintain, and shall cause the Grantee Parties to obtain and maintain, a commercial general liability policy insuring against personal injury, property damage or death to the extent caused by Grantee's or the Grantee Parties' use of the Temporary Easement, in an amount of not less than Two Million and No/100 Dollars (\$2,000,000.00). The Grantee shall deliver a certificate evidencing the insurance required hereunder to Grantor (including showing Grantor as an additional insured) prior to commencing construction of the Project. Grantee shall indemnify, defend and hold harmless Grantor and its members, partners, agents and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all suits, losses, liabilities, damages, claims, demands and costs and expenses, including reasonable attorneys' fees and costs of investigation, to the extent arising out of (a) use of the easements granted hereunder,

(b) any default by the Grantee of its material obligations under this Easement, and (c) violations of any federal, state and local laws, regulations, codes and ordinances applicable to the Project and/or use of easements granted hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Easement.

[SIGNATURES APPEAR ON NEXT PAGE]

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

GRANTOR:

RendField Land Company, Inc.

By _____
Its _____

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

This instrument was acknowledged before me on this _____ day of _____, 2024, by _____ the _____ of RendField Land Company, Inc. and on behalf of RendField Land Company, Inc., a Minnesota corporation.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public _____

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

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overrom Law, PLLC
802 Garfield Avenue, Suite 101
Duluth, MN 55802

EXHIBIT A
Legal Description

PARCEL I:

W1/2 of W1/2 of NE1/4 of NE1/4 Section 28 Township 50 North Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota.

PARCEL II:

E1/2 of E1/2 of NW1/4 of NE1/4 Section 28 Township 50 North Range 15 West of the Fourth Principal Meridian.

This property is Torrens.

Parcel Identification Nos.: 395-0010-08405; 395-0010-08415

Certificate of Title Nos.: 364981 & 364982

Property Address: xxxx Hermantown Road, Hermantown, MN 55810

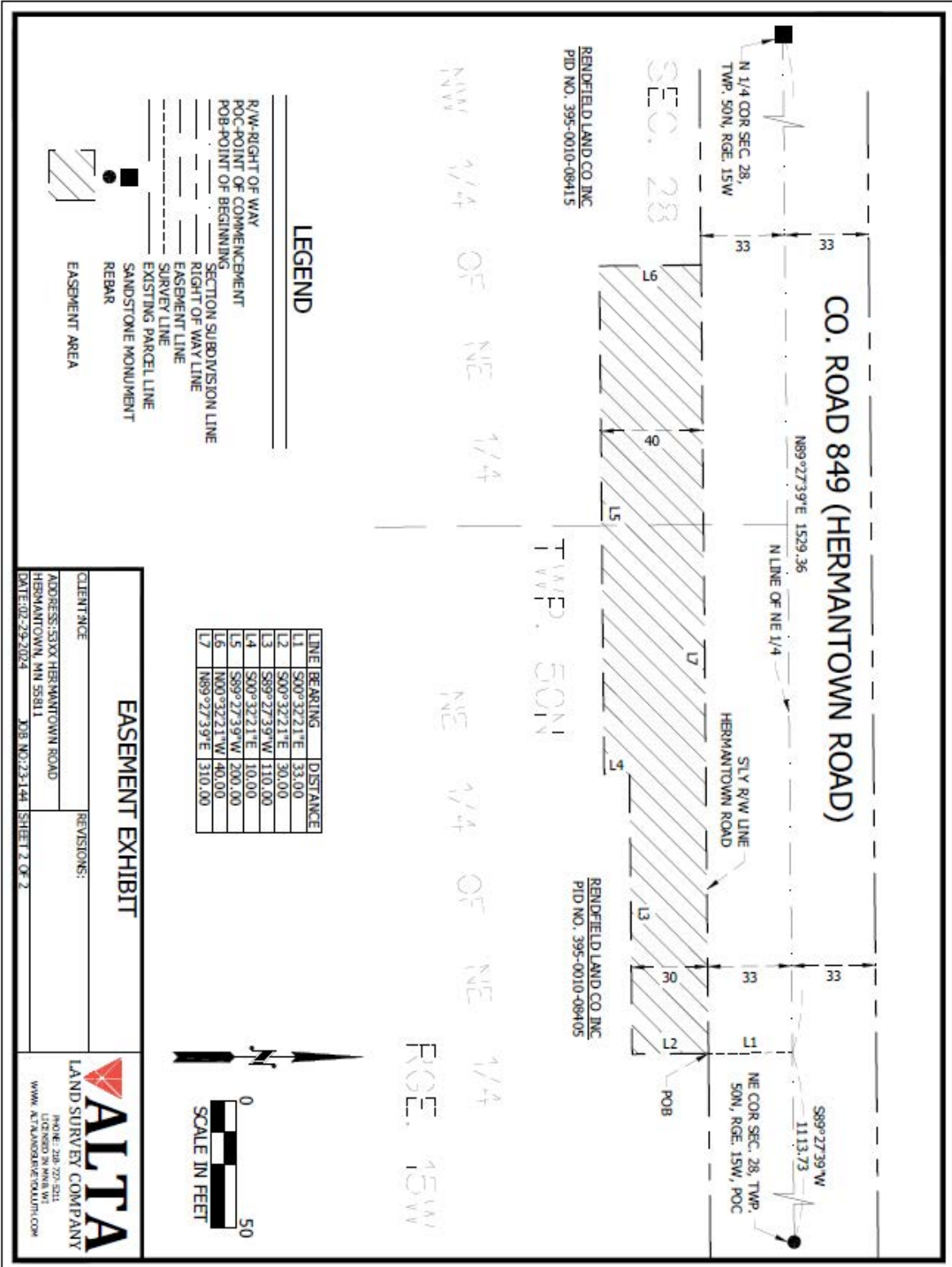
EXHIBIT B
Temporary Easement Legal Description

A temporary construction easement lying over, under and across part of the Northwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 28, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the Northeast corner of said Section 28; thence on an assumed bearing of South 89 degrees 27 minutes 39 seconds West, along the North line of the Northeast Quarter of said Section 28 for a distance of 1113.73 feet; thence South 00 degrees 32 minutes 21 seconds East 33.00 feet to the Southerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue South 00 degrees 32 minutes 21 seconds East 30.00 feet to a line parallel with and 30.00 feet South of said Southerly right of way line; thence South 89 degrees 27 minutes 39 seconds West, along said parallel line 110.00 feet; thence South 00 degrees 32 minutes 21 seconds East 10.00 feet to a line parallel with and distant 40.00 feet South of said Southerly right of way line; thence South 89 degrees 27 minutes 39 seconds West, along said parallel line 200.00 feet; thence North 00 degrees 32 minutes 21 seconds West 40.00 feet to said Southerly right of way line; thence North 89 degrees 27 minutes 39 seconds East, along said Southerly right of way line 310.00 feet to the point of beginning.

Said easement contains 11,300 square feet or 0.26 acres.

EXHIBIT C Easement Depiction



TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this _____ day of _____, 2024, between **Nathan Gilbertson** and **Rebecca Gilbertson**, married to each other, (collectively referred to as “Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

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

B. Grantee desires to construct roadway improvements adjacent to Grantor’s Property (“Project”).

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

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

1. The Recitals are included as a part hereof.
2. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect until **December 31, 2025**.

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

Nathan Gilbertson

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

This instrument was acknowledged before me on this _____ day of _____, 2024, by Nathan Gilbertson, spouse of Rebecca Gilbertson.

(Stamp)

(signature of notarial officer)
Title (and Rank): _____ Notary Public
My commission expires: _____
(month/day/year)

[SIGNATURES CONTINUE ON NEXT PAGE]

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

Rebecca Gilbertson

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

This instrument was acknowledged before me on this _____ day of _____, 2024, by Rebecca Gilbertson, spouse of Nathan Gilbertson.

(Stamp)

(signature of notarial officer)
Title (and Rank): _____ Notary Public
My commission expires: _____
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

THIS INSTRUMENT WAS DRAFTED BY:
Gunnar B. Johnson
Overrom Law, PLLC
802 Garfield Avenue, Suite 101
Duluth, MN 55802

EXHIBIT A
Legal Description

Northerly 330 feet of the NW ¼ of NW ¼, Section 30, Township 50 North, of Range 15, West of the Fourth Principal Meridian, St. Louis County, Minnesota, lying North and Easterly of Highway No. 2.

This property is Abstract.

PIN: 395-0010-08952

Property Address: 5854 Hermantown Road Hermantown, MN 55811

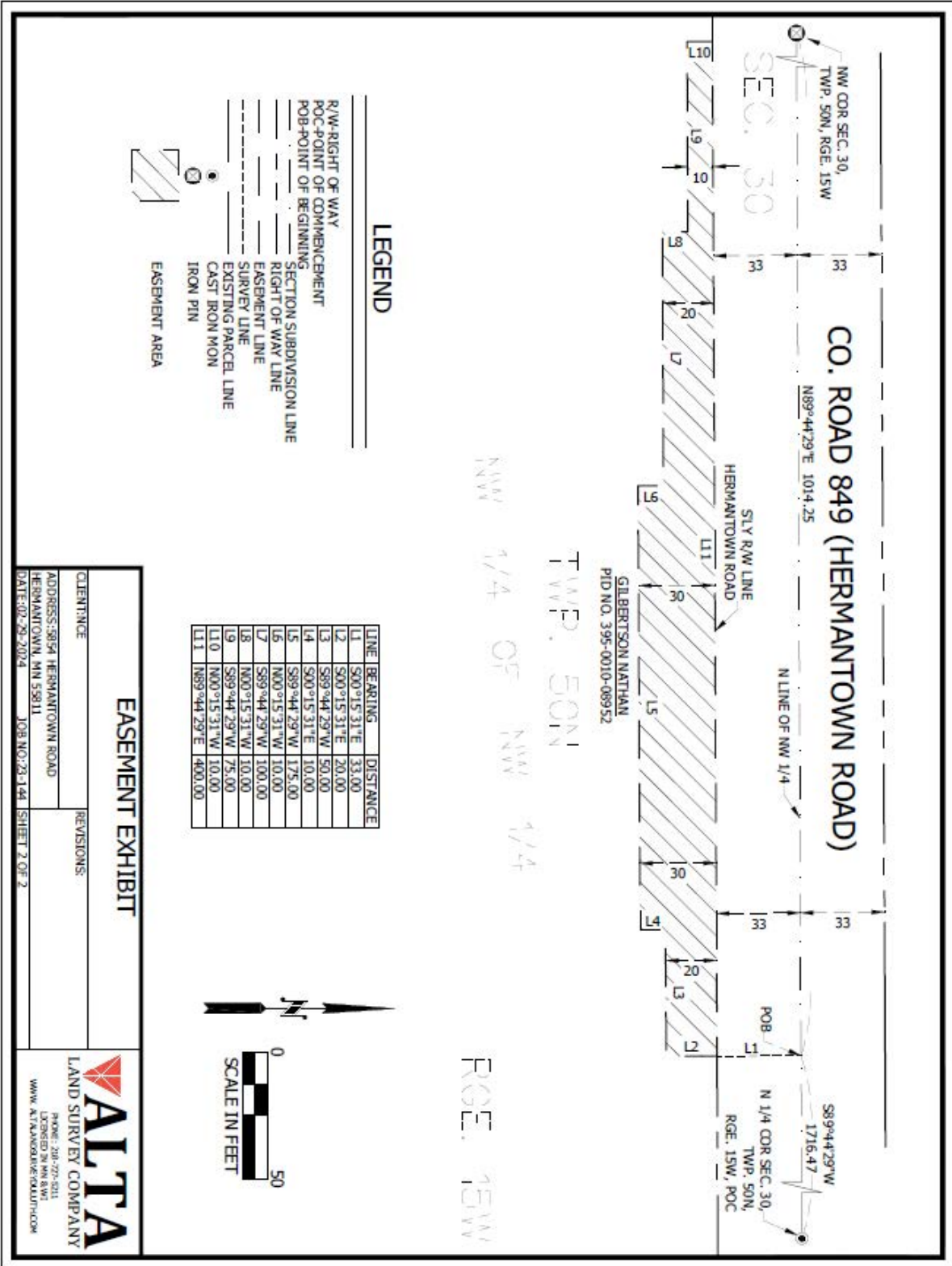
EXHIBIT B
Temporary Easement Legal Description

A temporary construction easement lying over, under and across part of the Northwest Quarter of the Northwest Quarter of Section 30, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the North Quarter corner of said Section 30; thence on an assumed bearing of South 89 degrees 44 minutes 29 seconds West, along the North line of the Northwest Quarter of said Section 30 for a distance of 1716.47 feet; thence South 00 degrees 15 minutes 31 seconds East 33.00 feet to the Southerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue South 00 degrees 15 minutes 31 seconds East 20.00 feet to a line parallel with and 20.00 feet South of said Southerly right of way line; thence South 89 degrees 44 minutes 29 seconds West, along said parallel line 50.00 feet; thence South 00 degrees 15 minutes 31 seconds East 10.00 feet to a line parallel with and 30.00 feet South of said Southerly right of way line; thence South 89 degrees 44 minutes 29 seconds West, along said parallel line 175.00 feet; thence North 00 degrees 15 minutes 31 seconds West 10.00 feet to a line parallel with and 20.00 feet South of said Southerly right of way line; thence South 89 degrees 44 minutes 29 seconds West, along said parallel line 100.00 feet; thence North 00 degrees 15 minutes 31 seconds East 10.00 feet to a line parallel with and 10.00 feet South of said Southerly right of way line; thence South 89 degrees 44 minutes 29 seconds West, along said parallel line 75.00 feet; thence North 00 degrees 15 minutes 31 seconds West 10.00 feet to said Southerly right of way line; thence North 89 degrees 44 minutes 29 seconds East, along said Southerly right of way line 400.00 feet to the point of beginning.

Said easement 9,000 square feet or 0.21 acres.

EXHIBIT C
Easement Depiction



TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this 12 day of April, 2024, between **Mary E. Bianchi**, a single individual, (“Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

- A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).
- B. Grantee desires to construct roadway improvements adjacent to Grantor’s Property (“Project”).
- C. Grantor has also agreed to provide a temporary easement (“Temporary Easement”) for the construction of the roadway within the Temporary Easement area legally described on Exhibit B and depicted as Temporary Easement Area on Exhibit C attached hereto.

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

1. The Recitals are included as a part hereof.
2. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect until **December 31, 2025**.

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

[SIGNATURES APPEAR ON NEXT PAGE]

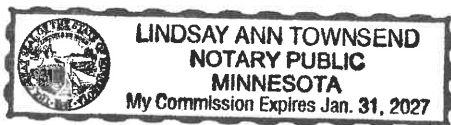
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

Mary E. Bianchi
Mary E. Bianchi

STATE OF MINNESOTA)
)ss.
COUNTY OF St. Louis)

This instrument was acknowledged before me on this 12 day of April, 2024, by Mary E. Bianchi, a single individual.

(Stamp)



Lindsay Ann Townsend
(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: 1/31/27
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

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

EXHIBIT A
Legal Description

East One-half of Southwest Quarter of Southeast Quarter (E1/2 of SW1/4 of SE1/4) of Section Twenty-one (21), in Township Fifty (50) North of Range Fifteen (15), West of the Fourth Principal Meridian, according to the U.S. Government Survey thereof.

This property is Abstract.

PIN: 395-0010-05795

Property Address: 5359 Hermantown Road, Hermantown, MN 55810

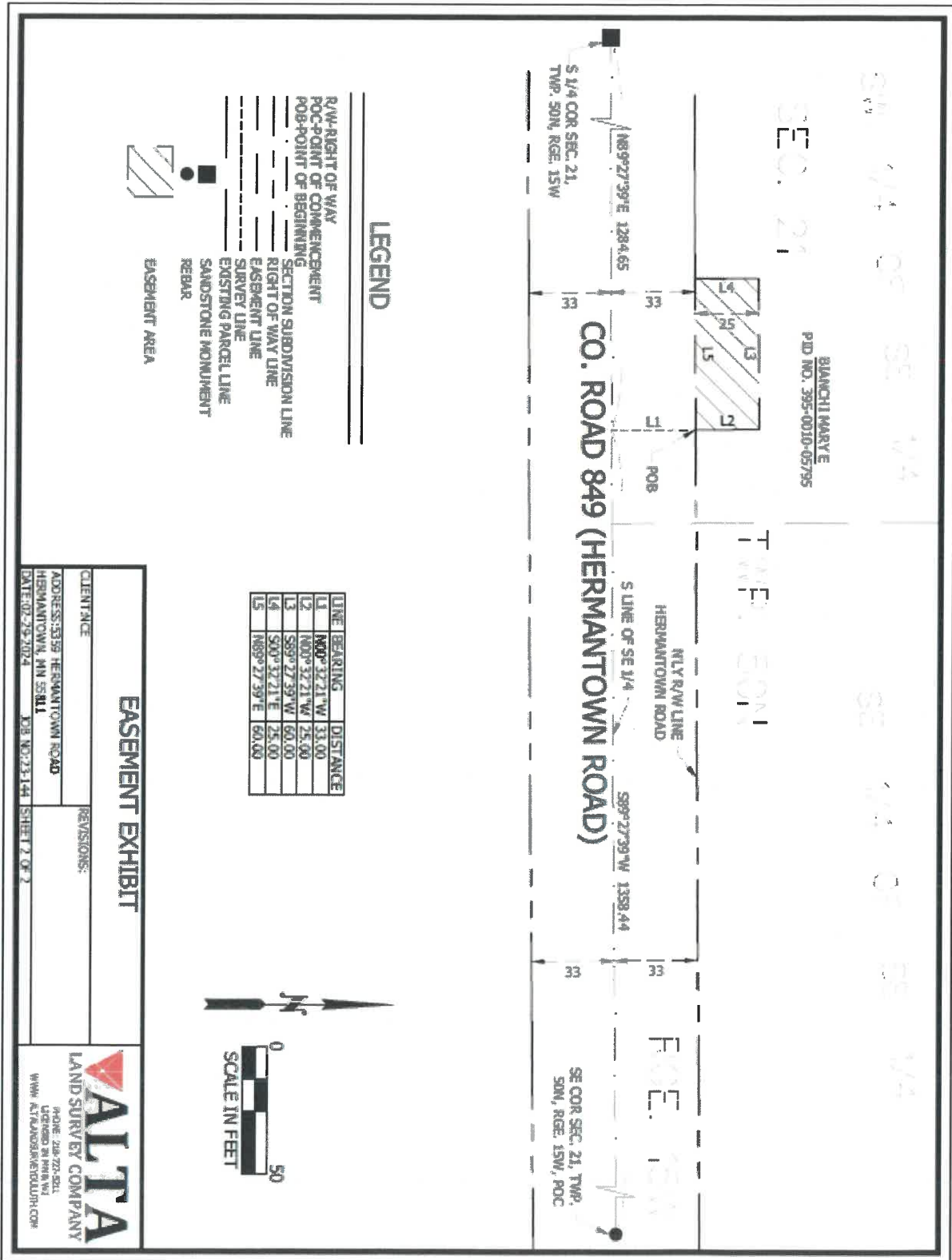
EXHIBIT B
Temporary Easement Legal Description

A temporary construction easement lying over, under and across part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the Southeast corner of said Section 21; thence on an assumed bearing of South 89 degrees 27 minutes 39 seconds West, along the South line of the Southeast Quarter of said Section 21 for a distance of 1358.44 feet; thence North 00 degrees 32 minutes 21 seconds West 33.00 feet to the Northerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue North 00 degrees 32 minutes 21 seconds West 25.00 feet to a line parallel with and 25.00 feet North of said Northerly right of way line; thence South 89 degrees 27 minutes 39 seconds West, along said parallel line 60.00 feet; thence South 00 degrees 32 minutes 21 seconds East 25.00 feet to said Northerly right of way line; thence North 89 degrees 27 minutes 39 seconds East, along said Northerly right of way line 60.00 feet to the point of beginning.

Said easement contains 1,500 square feet or 0.03 acres.

EXHIBIT C Easement Depiction



CONSENT AND SUBORDINATION

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

The undersigned, Mortgagee of the property described in Exhibit A attached hereto by and pursuant to that certain Mortgage (“Mortgage”) in the original principal amount of \$55,149.00 made by **Ditech Financial, LLC**, as Mortgagee, to **James T. Bianchi** and **Mary E. Bianchi**, married to each other, collectively as Mortgagor, dated **January 18, 2017**, and filed for record with the County Recorder of St. Louis County, Minnesota on **January 30, 2017**, as **Document No. 1303116** hereby consents to the grant of a Temporary Easement Agreement (“Easement”) to the City of Hermantown over and across the property described on Exhibit A attached hereto with such Easement being as shown on Exhibit B attached hereto. The undersigned does hereby further subordinate the lien of its Mortgage to such Easement conveyed to the City of Hermantown.

Dated this _____ day of _____, 2024.

**Mortgage Electronic Registration
Systems, Inc. (MERS)**

By _____
Its _____

[ACKNOWLEDGMENT APPEARS ON NEXT PAGE]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2024, by _____, the _____, on behalf of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Ditech Financial, LLC.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

This instrument was drafted by:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802

EXHIBIT A
Legal Description

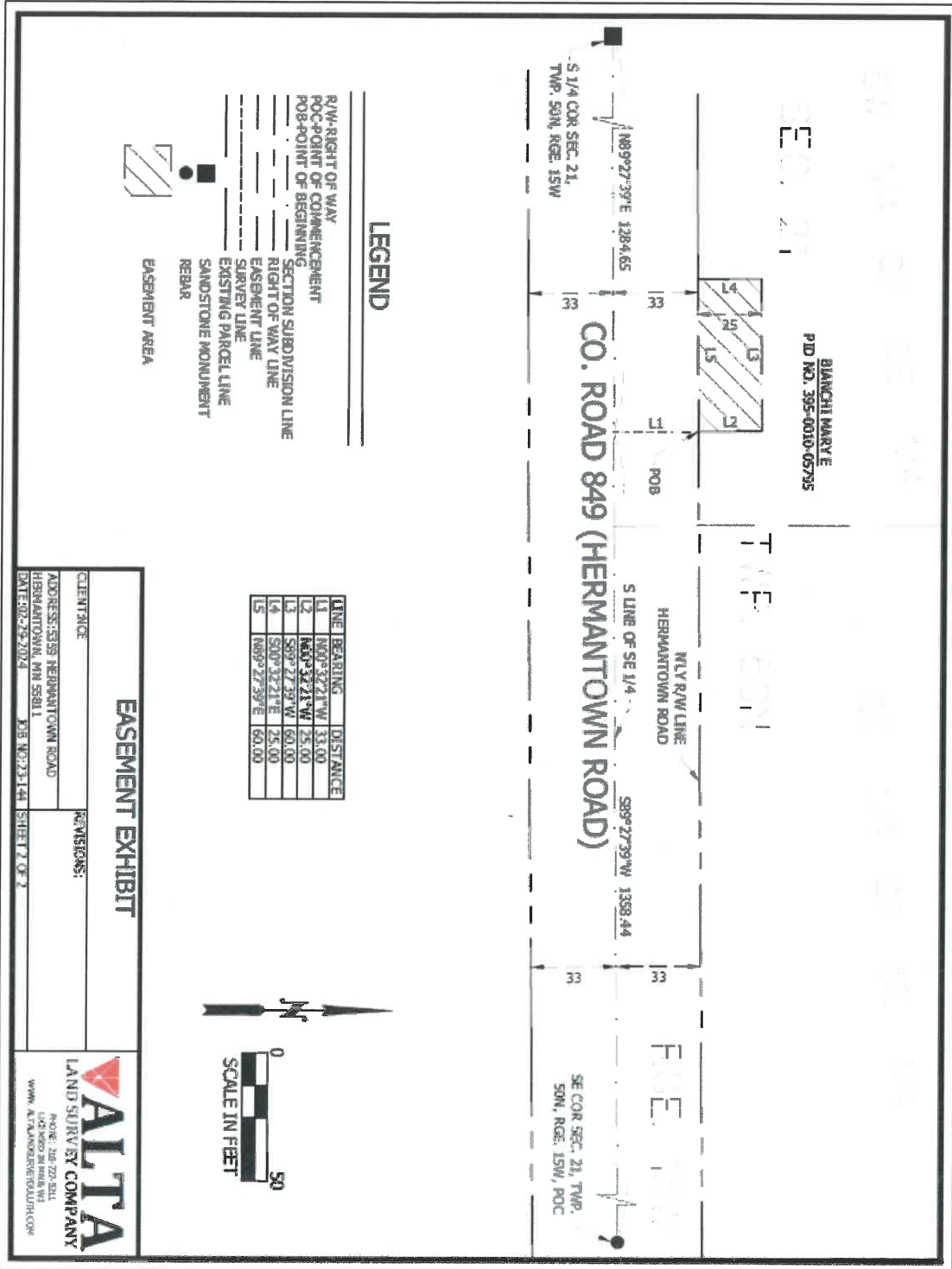
East One-half of Southwest Quarter of Southeast Quarter (E1/2 of SW1/4 of SE1/4) of Section Twenty-one (21), in Township Fifty (50) North of Range Fifteen (15), West of the Fourth Principal Meridian, according to the U.S. Government Survey thereof.

This property is Abstract.

PIN: 395-0010-05795

Property Address: 5359 Hermantown Road, Hermantown, MN 55810

EXHIBIT B
Depiction of Easement



TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this 12th day of April, 2024, between **Jeremy J. Hodgson and Sarah E. Hodgson**, married to each other, (collectively referred to as “Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

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

B. Grantee desires to construct roadway improvements adjacent to Grantor’s Property (“Project”).

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


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

1. The Recitals are included as a part hereof.
2. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect until **December 31, 2025**.

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

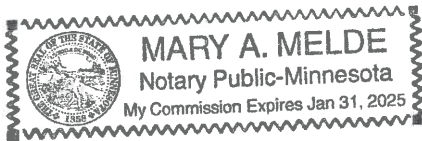


Jeremy J. Hodgson

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

This instrument was acknowledged before me on this 6th day of April, 2024, by Jeremy J. Hodgson, spouse of Sarah E. Hodgson.

(Stamp)






(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: 1/31/2025
(month/day/year)

[SIGNATURES CONTINUE ON NEXT PAGE]

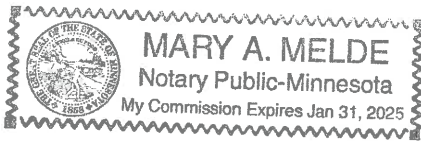
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.



Sarah E. Hodgson

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

This instrument was acknowledged before me on this 10th day of April, 2024, by Sarah E. Hodgson, spouse of Jeremy J. Hodgson.

(Stamp)




(signature of notarial officer)

Title (and Rank): _____ Notary Public

My commission expires: 1/31/2025
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

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

EXHIBIT A
Legal Description

East Half of Northeast Quarter of Northwest Quarter (E1/2 of NE1/4 of NW1/4), EXCEPT the Southerly 800 feet, Section Thirty (30), Township Fifty (50) North, Range Fifteen (15) West of the Fourth Principal Meridian, St. Louis County, Minnesota.

This property is Abstract.

Parcel Identification No.: 395-0010-08930

Property Address: 5812 Hermantown Road Hermantown, MN 55810

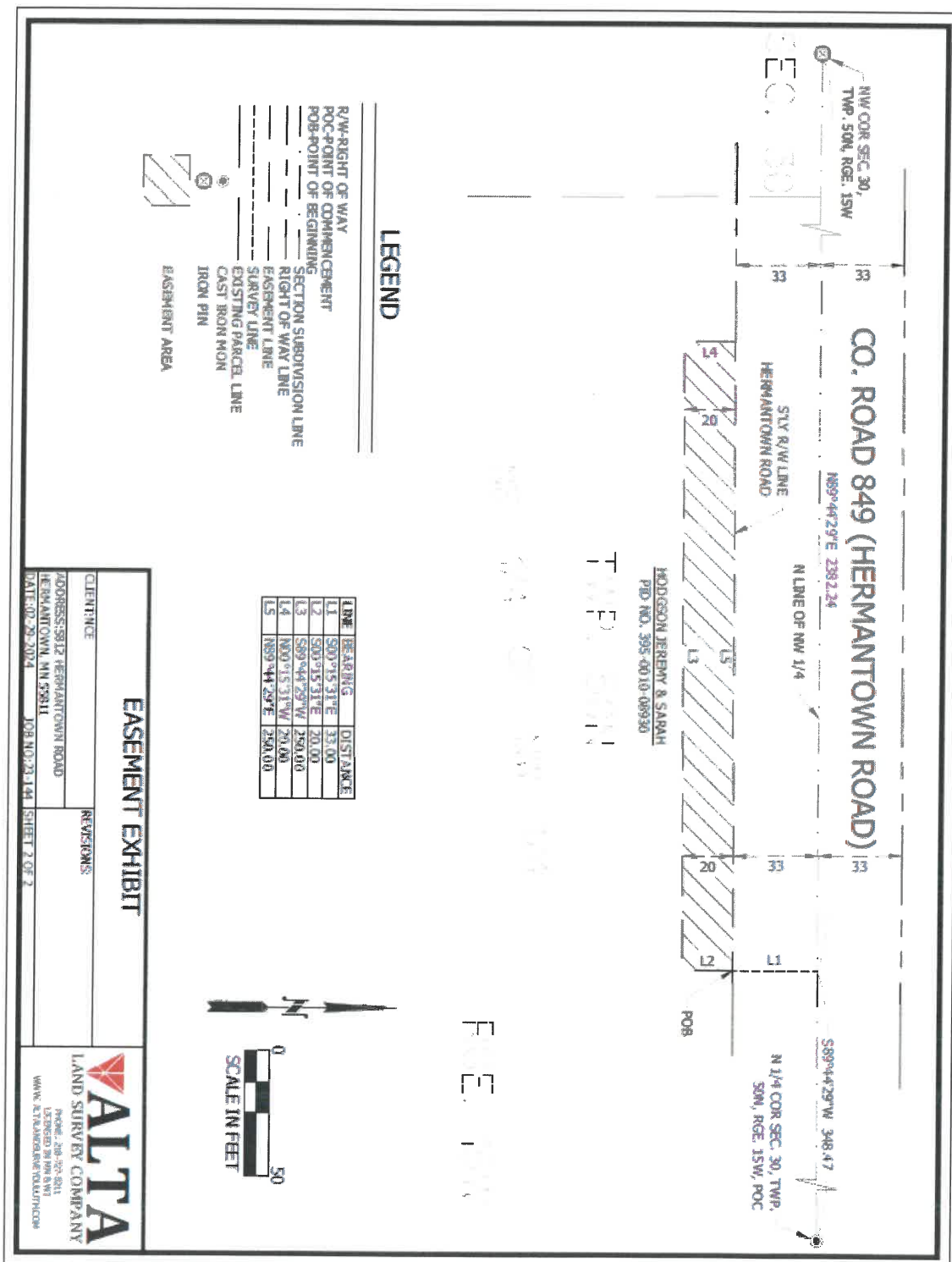
EXHIBIT B
Temporary Easement Legal Description

A temporary construction easement lying over, under and across part of the Northeast Quarter of the Northwest Quarter of Section 30, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the North Quarter corner of said Section 30; thence on an assumed bearing of South 89 degrees 44 minutes 29 seconds West, along the North line of the Northwest Quarter of said Section 30 for a distance of 348.47 feet; thence South 00 degrees 15 minutes 31 seconds East 33.00 feet to the Southerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue South 00 degrees 15 minutes 31 seconds East 20.00 feet to a line parallel with and 20.00 feet South of said Southerly right of way line; thence South 89 degrees 44 minutes 29 seconds West, along said parallel line 250.00 feet; thence North 00 degrees 15 minutes 31 seconds West 20.00 feet to said Southerly right of way line; thence North 89 degrees 44 minutes 29 seconds East, along said Southerly right of way line 250.00 feet to the point of beginning.

Said easement contains 5,000 square feet or 0.11 acres.

EXHIBIT C Easement Depiction



CONSENT AND SUBORDINATION

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

The undersigned, Mortgagee of the property described in Exhibit A attached hereto by and pursuant to that certain Mortgage (“Mortgage”) in the original principal amount of \$131,625.00 made by **USAA Federal Savings Bank**, as Mortgagee, to **Jeremy James Hodgson** and **Sarah E. Hodgson**, married to each other, collectively as Mortgagor, dated **May 31, 2011**, and filed for record with the County Recorder of St. Louis County, Minnesota on **June 8, 2011**, as **Document No. 1162587** hereby consents to the grant of a Temporary Easement Agreement (“Easement”) to the City of Hermantown over and across the property described on Exhibit A attached hereto with such Easement being as shown on Exhibit B attached hereto. The undersigned does hereby further subordinate the lien of its Mortgage to such Easement conveyed to the City of Hermantown.

Dated this _____ day of _____, 2024.

**Mortgage Electronic Registration
Systems, Inc. (MERS)**

By _____
Its _____

[ACKNOWLEDGMENT APPEARS ON NEXT PAGE]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2024, by _____, the _____, on behalf of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for USAA Federal Savings Bank.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

This instrument was drafted by:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802

EXHIBIT A
Legal Description

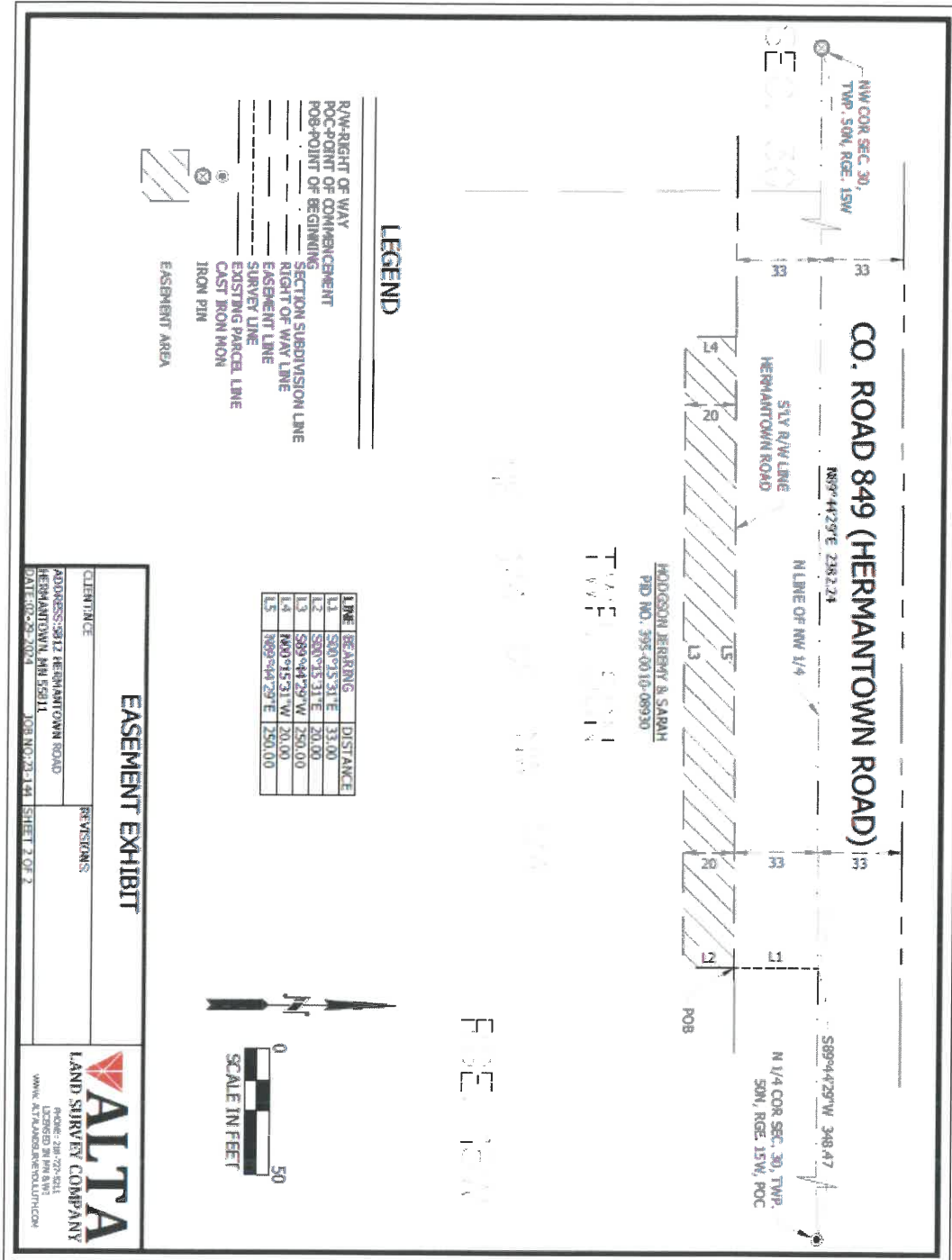
East Half of Northeast Quarter of Northwest Quarter (E1/2 of NE1/4 of NW1/4), EXCEPT the Southerly 800 feet, Section Thirty (30), Township Fifty (50) North, Range Fifteen (15) West of the Fourth Principal Meridian, St. Louis County, Minnesota.

This property is Abstract.

Parcel Identification No.: 395-0010-08930

Property Address: 5812 Hermantown Road Hermantown, MN 55810

EXHIBIT B
Depiction of Easement



TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this 9th day of April, 2024, between **David Halverson, Jr.** and **Evelyn M. Halverson a/k/a Evelyn Halverson**, married to each other, (collectively “Life Tenant”) **Ernest D. Halverson, Kimberly S. Neigum, Brenda V. Gamache** and **Bonnielou M. Goebel** (collectively the “Remainderman”) (Life Tenant and Remainderman are hereinafter referred to as “Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

- A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the “Property”).
- B. Grantee desires to construct roadway improvements adjacent to Grantor’s Property (“Project”).
- C. Grantor has also agreed to provide a temporary easement (“Temporary Easement”) for the construction of the roadway within the Temporary Easement area legally described on Exhibit B and depicted as Temporary Easement Area on Exhibit C attached hereto.

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

1. The Recitals are included as a part hereof.
2. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect until **December 31, 2025**.

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

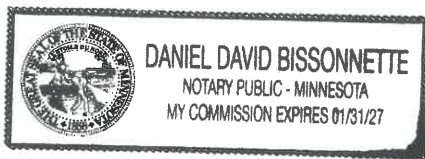
David Halverson Jr
David Halverson, Jr.

Evelyn M Halverson
Evelyn M. Halverson
a/k/a Evelyn Halverson

STATE OF MINNESOTA)
)ss.
COUNTY OF St. Louis)

This instrument was acknowledged before me on this 9th day of April, 2024, by David Halverson, Jr. and Evelyn M. Halverson a/k/a Evelyn Halverson, married to each other.

(Stamp)



[Signature]
(signature of notarial officer)
Title (and Rank): _____ Notary Public
My commission expires: 11/31/27
(month/day/year)

[SIGNATURES CONTINUE ON NEXT PAGE]

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

Kimberly S. Neigum

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024 by Kimberly S. Neigum who is personally known to me or who has produced _____ as identification.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public _____

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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

Brenda V. Gamache

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2024 by Brenda V. Gamache who is personally known to me or who has produced _____ as identification.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

[SIGNATURES CONTINUE ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

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

EXHIBIT A
Legal Description

Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4), Section Nineteen (19), Township Fifty (50), Range Fifteen (15), according to the U.S. Government Survey thereof.

This property is Abstract.

PIN: 395-0010-05250

Property Address: 5817 Hermantown Road, Hermantown, MN 55810

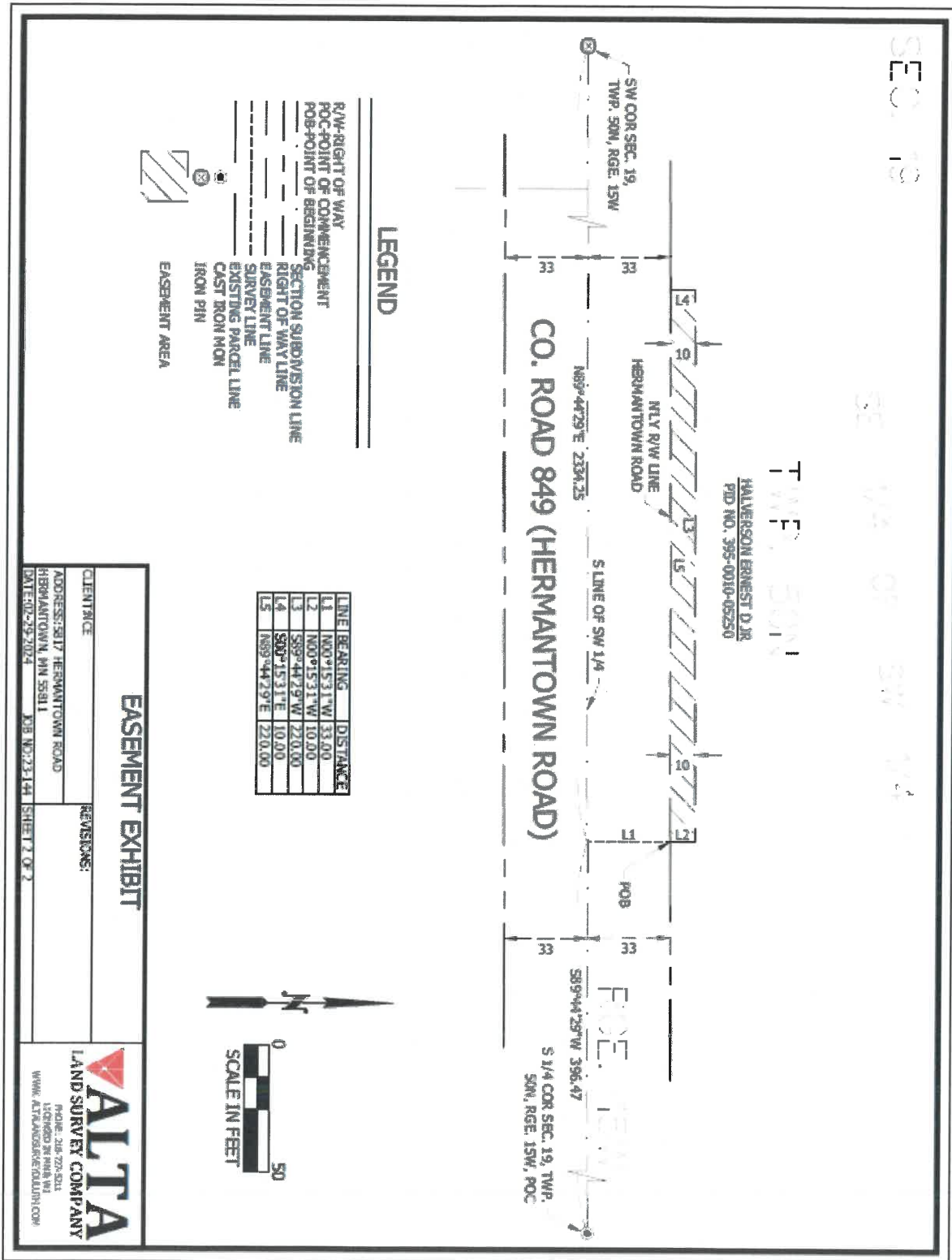
EXHIBIT B
Temporary Easement Legal Description

A temporary construction easement lying over, under and across part of the Southeast Quarter of the Southwest Quarter of Section 19, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the South Quarter corner of said Section 19; thence on an assumed bearing of South 89 degrees 44 minutes 29 seconds West, along the South line of the Southwest Quarter of said Section 19 for a distance of 396.47 feet; thence North 00 degrees 15 minutes 31 seconds West 33.00 feet to the Northerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue North 00 degrees 15 minutes 31 seconds West 10.00 feet to a line parallel with and 10.00 feet North of said Northerly right of way line; thence South 89 degrees 44 minutes 29 seconds West, along said parallel line 220.00 feet; thence South 00 degrees 15 minutes 31 seconds East 10.00 feet to said Northerly right of way line; thence North 89 degrees 44 minutes 29 seconds East, along said Northerly right of way line 220.00 feet to the point of beginning.

Said easement 2,200 square feet or 0.05 acres.

EXHIBIT C
Easement Depiction



EASEMENT EXHIBIT

CLIENT: _____
ADDRESS: 849 HERMANTOWN ROAD
 HERMANTOWN, MN 55811
DATE: 02-29-2024 **PJOB NO:** 23144 **SHEET:** 2 OF 2

ALTA
 LAND SURVEY COMPANY
 PHONE: 218-723-8211
 LICENSED IN MN & WI
 WWW.ALTA-SURVEYING.COM

TEMPORARY EASEMENT AGREEMENT

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this 5th day of April, 2024, between **David S. Thornton** and **Janet L. Thornton**, married to each other, (collectively referred to as “Grantor”) and **City of Hermantown**, a Minnesota municipal corporation, (“Grantee”) in response to the following situation:

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

B. Grantee desires to construct roadway improvements adjacent to Grantor’s Property (“Project”).

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

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

1. The Recitals are included as a part hereof.
2. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect until **December 31, 2025**.

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

[SIGNATURES APPEAR ON NEXT PAGE]

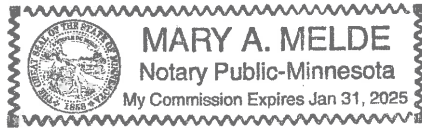
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

David S. Thornton
David S. Thornton

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

This instrument was acknowledged before me on this 5 day of April, 2024, by David S. Thornton, spouse of Janet L. Thornton.

(Stamp)



Mary A. Melde
(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: 1/31/2025
(month/day/year)

[SIGNATURES CONTINUE ON NEXT PAGE]

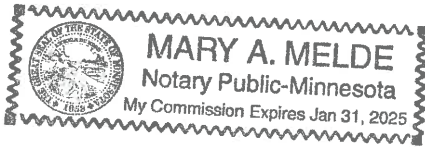
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

Janet L. Thornton
Janet L. Thornton

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

This instrument was acknowledged before me on this 5th day of April, 2024, by Janet L. Thornton, spouse of David S. Thornton.

(Stamp)



Mary A. Melde
(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: 1/31/2025
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing easement.

Dated: _____

CITY OF HERMANTOWN

By _____
Its Mayor

And By _____
Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Wayne Boucher and Alissa Wentzlaff, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____ Notary Public

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

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

EXHIBIT A
Legal Description

That part of the South. 200.00 feet of the South Half of the Southwest Quarter of the Southwest Quarter (S1/2 of SW1/4 of SW1/4) of Section Nineteen (19), Township Fifty (50) North, Range Fifteen (15) West of the Fourth Principal Meridian, St Louis County, Minnesota, lying East of the West 240.41 feet thereof; EXCEPT U.S. Highway No. 2.

Subject to a thirty (30) foot wide easement for driveway purposes lying over, under and across the South Half of the Southwest Quarter of the Southwest Quarter (S1/2 of SW1/4 of SW1/4) of Section Nineteen (19), Township Fifty (50) North, Range Fifteen (15) West of the Fourth Principal Meridian. St Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the Southeast corner of said South Half of the Southwest Quarter of the Southwest Quarter (S1/2 of SW1/4 of SW1/4); thence on an assumed bearing of South 89 degrees 44 minutes 29 seconds West, along the South line of said Section Nineteen (19), a distance of 175.01 feet to the point of beginning of said centerline; thence North 00 degrees 34 minutes 10 seconds West, a distance of 74.72 feet; thence Northwesterly a distance of 85.81 feet along a tangential curve, concave to the West, having a central angle of 28 degrees 05 minutes 44 seconds and a radius of 175.00 feet; thence North 28 degrees 39 minutes 54 seconds West, a distance of 48.87 feet to the North line of the South 200.00 feet of said South Half of the Southwest Quarter of the Southwest Quarter (S1/2 of SW1/4 of SW1/4) and there terminating.

This property is Abstract.

PIN: 395-0010-05240

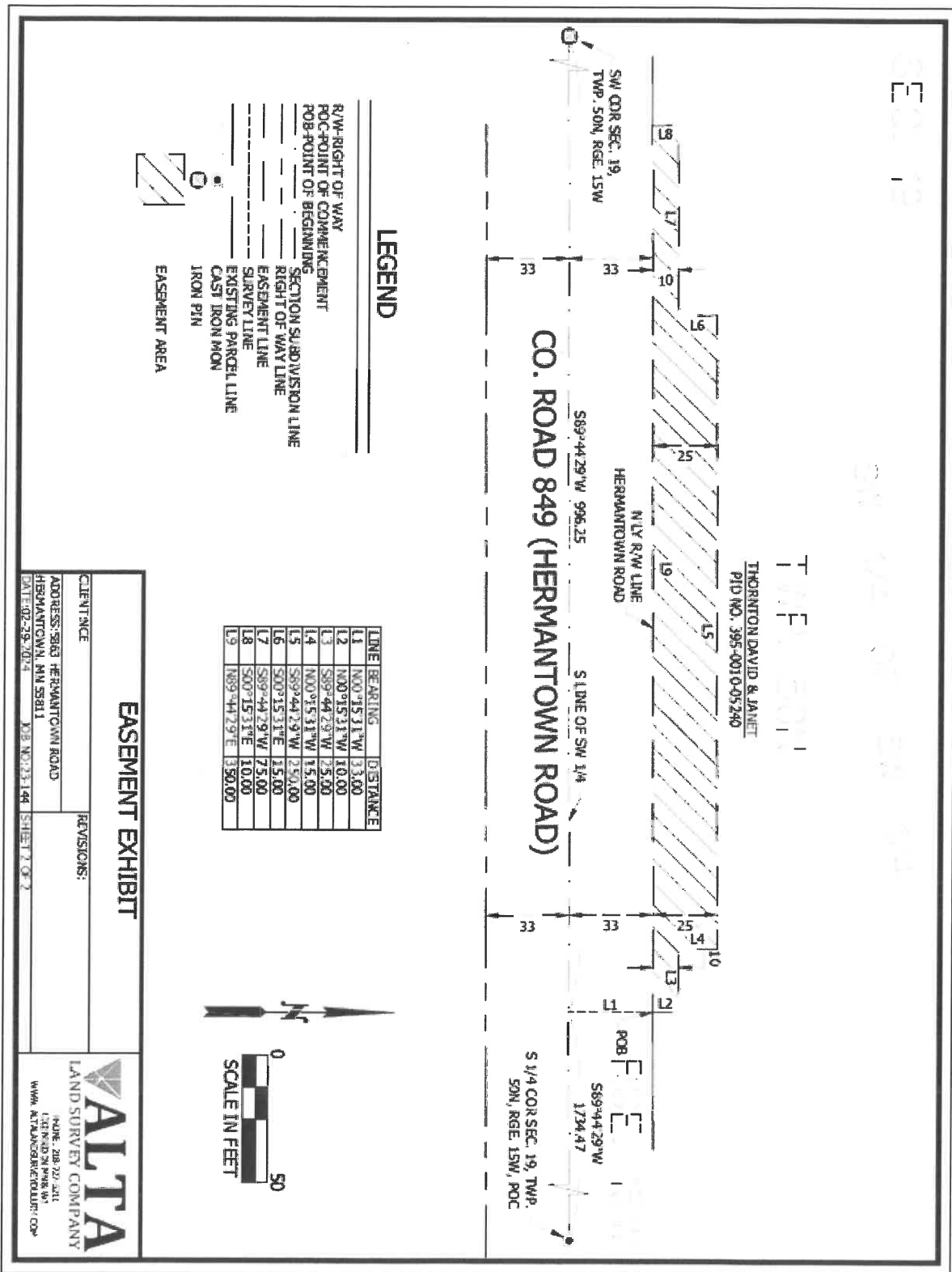
Property Address: 5863 Hermantown Road, Hermantown, MN 55811

EXHIBIT B
Temporary Easement Legal Description

A temporary construction easement lying over, under and across part of the Southwest Quarter of the Southwest Quarter of Section 19, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows: Commencing at the South Quarter corner of said Section 19; thence on an assumed bearing of South 89 degrees 44 minutes 29 seconds West, along the South line of the Southwest Quarter of said Section 19 for a distance of 1734.47 feet; thence North 00 degrees 15 minutes 31 seconds West 33.00 feet to the Northerly right of way line of Hermantown Road, said point being the point of beginning of the easement herein described; thence continue North 00 degrees 15 minutes 31 seconds West 10.00 feet to a line parallel with and 10.00 feet North of said Northerly right of way line; thence South 89 degrees 44 minutes 29 seconds West, along said parallel line 25.00 feet; thence North 00 degrees 15 minutes 31 seconds West 15.00 feet to a line parallel with and 25.00 feet North of said Northerly right of way line; thence South 89 degrees 44 minutes 29 seconds West, along said parallel line 250.00 feet; thence South 00 degrees 15 minutes 31 seconds East 15.00 feet to a line parallel with and 10.00 feet North of said Northerly right of way line; thence South 89 degrees 44 minutes 29 seconds West, along said parallel line 75.00 feet; thence South 00 degrees 15 minutes 31 seconds East 10.00 feet to said Northerly right of way line; thence North 89 degrees 44 minutes 29 seconds East, along said Northerly right of way line 350.00 feet to the point of beginning.

Said easement 7,250 square feet or 0.17 acres.

EXHIBIT C Easement Depiction





CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Bid Package #1 Ice Arena

RESOLUTION: 2024-53 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve Bid Package #1 for the Ice Arena and authorize advertisement.

BACKGROUND

KA and DSGW have prepared the first bid package for advertisement. The package includes the site work, Building Structure, and Long-lead items.

Bids will be presented to the City Council on June 3 to be awarded.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution
Advertisement

Resolution No. 2024-53

Resolution Approving Plans And Specifications And Ordering Advertisement For Bids For Bid Package No. 1 For The Northstar Ford Arena

WHEREAS, DSGW, Inc. (“DSGW”), has prepared design documents for construction of the Northstar Ford Arena ("Project"); and

WHEREAS, such design documents have been approved by the City Council; and

WHEREAS, the Project Construction Manager, Kraus Anderson Construction Co. LLC (“KA”) with DSGW have developed plans and specifications for Bid Package No. 1; and

WHEREAS, the City Council has reviewed such plans and specifications and believes it to be in the best interest of the City of Hermantown to approve the plans and specifications for Bid Package No. 2; and

WHEREAS, by law the City of Hermantown is obligated to advertise for bids for construction of the improvements described in such plans and specifications; and

WHEREAS, the City of Hermantown and the Project Construction Manager desire to move forward with advertising for bids for Bid Package No. 1 in accordance with the plans and specifications; 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 plans and specifications for Bid Package No. 1 prepared by KA and DSGW are hereby approved and ordered placed on file in the office of the City Clerk.
2. The City Clerk is hereby directed to file such plans and specifications in the permanent records of the City.
3. KA Construction is hereby further authorized and directed to prepare and cause to be inserted in the Duluth and Minnesota Builders Exchange, the Duluth News Tribune, and the Hermantown Star, the advertisement along with the due date and opening date for Bid Package No. 1.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted on May 6, 2024.

NORTHSTAR FORD ARENA
HERMANTOWN, MN

NOTICE OF BID

Kraus-Anderson Construction Company, on behalf of the City of Hermantown, is presently soliciting competitive "Lump Sum Bids" for NorthStar Ford Arena Bid Package #1. Electronically Sealed bids will be received online on Building Connected or Hard Copy Sealed Bids at the Hermantown City Hall, 5105 Maple Grove Road, Hermantown, MN 55811, then publicly opened and read aloud. No other agent is authorized to receive bids. Bids will be received until 2:00PM local time, on Thursday, May 23, 2024. Bids will be publicly read aloud at 3:00 PM in the Hermantown City Hall Council Chambers, with an option to listen on Zoom. Bidders are also invited to review the results online at <https://www.krausanderson.com/trade-partners/>.

All bids shall be on a lump sum basis, as instructed in Section 00 2100 KA Instructions to Bidders in the KA Special Requirements. No bid may be withdrawn for a period of 60 days after bid receipt without consent of the Owner. The Owner reserves the right to reject any or all bids and to waive any irregularities in bids.

This portion of the project involves Sitework, Building Structure, and Long-Lead Equipment.

Direct communications regarding this Project to the office of the Construction Manager: Max Vergeldt (Max.Vergeldt@krausanderson.com) Kraus-Anderson Construction, 2000 W. Superior Street, Suite 101, Duluth, MN 55806

Obtain Bidding Documents, including the online bidding instructions, as well as Drawings and Specifications, via free electronic download by visiting <https://app.buildingconnected.com/public/5757529c4425ca0a0029307b> . Contact Allison Coffman with any planroom downloading or other questions at 218-624-8621 or allison.coffman@krausanderson.com to receive an invite. Kraus-Anderson will not be responsible for notifying individual parties who obtained documents without utilizing the Building Connected process through KA when Addenda are issued.

Bidding Documents will be available for inspection at the office of the Construction Manager as well as the Duluth and Minnesota Builder's Exchanges.

A Pre-Bid conference will be held at the following location and time:

- Hermantown City Hall Council Chambers (5105 Maple Grove Road, Hermantown, MN 55811) Wednesday, May 15, 2024 @ 10:00 AM.

Publication Dates:
Week of May 6th, 2024
Week of May 13th, 2024



CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: State Grant Application – Hermantown Ice Arena

RESOLUTION: 2024-54 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a grant application to the State of MN for \$7,457,000 for the Hermantown Ice Arena.

BACKGROUND

In order to receive the State Bonding money for the Ice Arena Project, the City must complete a grant application. A draft of that application is attached (without the exhibits). There are couple of items that need to be finalized, such as the actual legal description of the easement for example. Approving this now, will hopefully keep us on schedule to receive the funding as construction begins.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution
Grant Application

Resolution No. 2024-54

Resolution Approving A Grant Application To The State Of Minnesota For The Hermantown Ice Arena

BE IT RESOLVED that City of Hermantown act as the legal sponsor for the project contained in Stat. 471.15-471.191 (the “Statutory Authority”) and specific language contained in 2023 Minn. Laws, Regular Session. Ch. 71, Art..1, Sec. 4, Sub.19 entitled Hermantown Ice Arena.

BE IT FURTHER RESOLVED that City of Hermantown has the legal authority to receive financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the development proposal are committed to the project identified.

BE IT FURTHER RESOLVED that City of Hermantown has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its development proposal by the state, City of Hermantown may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that City of Hermantown certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

BE IT FURTHER RESOLVED that the non-DEED source(s) of funds identified in the sources and uses outline in the application total the amount of \$17,614,315 and are committed and adequate to fully fund or provide the match for the project identified in the application.

BE IT FURTHER RESOLVED that any source(s) of the Applicant’s fund(s) to fully fund the project shall be from the Hockey Arena Fund 415 account which has an adequate amount of funds to cover the commitment.

NOW, THEREFORE BE IT RESOLVED that Mayor and City Clerk are hereby authorized to execute such agreements as are necessary to implement the project(s) on behalf of the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.

I CERTIFY THAT the above resolution was adopted by the City of Hermantown City Council of City of Hermantown on _____(Date)

SIGNED:

WITNESSED:

(Authorized Official)

(Signature)

(Title)

(Date)

(Title)

(Date)

Special Appropriation Application for Construction Projects

Application Cover Sheet

Project Name: Hermantown Ice Arena
Project Address or Location: 4307 Ugstad Road, Hermantown MN 55811
County Where Project Is: St. Louis
Applicant/Grantee: City of Hermantown
Project Contact Person: John Mulder
Title: City Administrator
Address: 5105 Maple Grove Road
City: Hermantown MN Zip 55811
Phone: 218-729-3600
E-Mail Address: jmulder@hermantownmn.com
Minnesota SWIFT Vendor number: VN0000202485_4

Grantee Type: Statutory City, Home Rule Charter City or Other (if other indicate type): **Statutory City**

NOTE: DEED will not provide funds to a title company or any other entity on behalf of the grantee. Funds will be provided directly to the grantee, preferably into a separate account that is created for the project.

Legislative Authorization

Legislative Citation that Authorizes Project: (Chapter #, Article #, section, subdivision):

Stat. §§ 471.15-471.191 (the “Statutory Authority”) and specific language contained in 2023 Minn. Laws, Regular Session, Ch. 71, Art. 1, Sec. 4, Subd. 19

Legislative Language: (Paste full legislative language below or attach as a separate item):

Subd. 19.

Hermantown Ice Arena

For a grant to the city of Hermantown to predesign, design, construct, furnish, and equip an expansion and improvements to the hockey arena in the city of Hermantown, including adding a second sheet of indoor ice, locker rooms, dry land training area, ice plant, Zamboni room, and mezzanine, and renovating and reconfiguring existing space.

Project Narrative

Please provide a thorough narrative overview of the project. Include steps necessary for implementation, background and description of the work to be performed.

Include any work that may have already been performed such as land acquisition, pre-design or design, or other aspects of a larger or phased project.

Note: If construction has already started, inform DEED immediately.

Each Special Appropriation project is unique and has different compliance areas. A detailed narrative is required as DEED can best assist with compliance and project success when it has a solid understanding of the project. Make sure that all elements and activities that are outlined in the legislation are accounted for in the narrative. Renderings or diagrams may be submitted as attachments to assist in describing the project.

Attach any community talking points or promotional information, background or application and/or information that was provided to the Legislature and the Minnesota Office of Management and Budget staff that outlined the project.

Provide Narrative Here: The main goal of this project is to increase recreational opportunities for the community and economic impact. This potential will be realized with the expansion and improvements to the hockey arena, including adding a second sheet of indoor ice, locker rooms, dry land training area, ice plant, Zamboni room, and mezzanine, and renovating and reconfiguring existing space. The project will enhance economic impact by attracting visitors to the Hermantown through the activities and events offered in the new Arena.

The facility will be owned by the Hermantown School District. The City has negotiated a Easement agreement and the use agreement with the School District to comply with the General Obligation bonds.

The City has completed the pre-design report. The report is attached as EXHIBIT 1.

The City has gone through the schematic design and design development phases and is currently preparing to seek competitive bids for construction. See EXHIBIT 2 for floor plan and elevation drawing.

Ownership and Usage

Answer all questions below. If the question is not applicable, state such and why

Who is the current owner of the project's footprint: **Hermantown School District ISD 700**

Who is the current owner of the project (building, structure or facility), if not new construction: **Hermantown School District ISD 700**

How will ownership be transferred to the applying entity if the applying entity does not yet own the footprint, building, structure, or facility: **Though the use of G.O. Compliance and Temporary Construction Easement Agreement ("Easement") with School whereby School grants to City a temporary construction easement and a permanent easement for a qualifying ownership interest in the Project pursuant to the terms and conditions of the Grant. A draft of the G.O. Compliance and Temporary Construction Easement Agreement is attached as EXHIBIT 3**

Who will operate and maintain the property or facility (project) after project completion: **Hermantown School District ISD 700. A use agreement is attached as EXHIBIT 4**

Will there be any other users or tenants of the facility other than the owner: (Yes/No): **yes –**

If so, will any of these tenants be frequent users or already have a lease/use agreement (Yes/No): **yes**
If unsure, please contact DEED

If so, name the users or tenants and how they would use the completed project:
The Hermantown Amateur Hockey Association (a 501.3c non-profit) will also use the facility. They will use the ice for youth hockey practices and games.

Will the project involve executing a naming rights agreement with any entity (Yes/No): **Yes**

Describe who will own, operate and maintain the property and/or facility after project completion:
Owned and operated by Hermantown School District ISD 700

Questions

1. If applicable, do any aspects of the project have historical significance? If so, which historical organizations will be consulted or need to approve any of the plans for improvements or demolition of or to any building? If so, please outline how these organizations will be involved. If they will not be involved, or their participation is not applicable, please outline why: **No**

2. Attach a map of the city with the location of the project indicated on the map: **See attached**

3. Attach engineering and/or architectural total project cost estimate documents. If not available, how do we know the projected costs are professionally estimated: **A Design Development Estimate prepared by Kraus-Anderson, the construction manager for construction costs printed 4/12/2024 is attached as EXHIBIT 5**

4. What is the useful life of the project after completion? *Note that the pending grant agreement and public ownership of the project will need to be maintained for 125% of the useful life of the project. So, for example, a project with a useful life of 30 years will have a grant agreement in effect for 37.5 years and need to be owned for the same amount of time. Any sale or any change of use not outlined in the enabling legislation would trigger repayment of a pro-rata share of grant funds back to the state.* **30 Years**

Project Budget

Proposed activities must match up with legislative language and should include all costs required to complete the project. Complete Tables 1 and 2 below. **Before completing, read the instructions provided. Both contain samples for guidance.**

Table 1

For the Project Activities Column: List separately the components of the project that are eligible items: Capital costs and/or costs assigned in the legislative appropriation. Examples would be predesign, design, and construction elements. List all non-eligible items that are needed for the project as a separate line item. Add rows to the table for more costs as needed.

For Match/Other Funds: Provide the dollar amount for any match and/or other funds that are estimated to be needed to complete the project. Examples - If the legislation mandates a 1:1 match, the DEED funds should be equal to the Match/Other Funds column.

If the total project costs are estimated to exceed the DEED funds and the matching funds, enter the amount of funds that are needed for each line that total the amount needed for the project.

If there is no legislated match for the project, but other funds are needed to complete the estimated project costs, provide those figures in this column as well.

Total Itemized Projected Costs: Make sure that all costs total correctly.

Table 1 – Budget Outline

			Total
	DEED/ SPAP	Match/ other	Itemized Projected
Activity	Funds	Funds	Costs
Predesign		\$ 12,000.00	\$ 12,000.00
Design (includes Contingency)		\$ 2,632,269.00	\$ 2,632,269.00
Construct	\$ 7,475,000.00	\$ 14,399,046.00	\$ 21,874,046.00
Furnish		\$ 100,000.00	\$ 100,000.00
Equip		\$ 471,000.00	\$ 471,000.00
Total Costs	\$ 7,475,000.00	\$ 17,614,315.00	\$ 25,089,315.00

Table 2:

Instructions

Lists all eligible activity items from Table 1 in the first column of Table 2. Eligible items are identified in the legislative language. Leave non-eligible items out of Table 2. Lists sources individually, whether those funds are committed, and the dollar amount assigned for each source in the second column. Per the sample below, outline the committed status of funds in the third column. If not yet committed, outline how they will be committed. Attach more comments to outline commitment, if necessary.

Finally, in the fourth column, assign the dollar amount of costs assigned to the source that corresponds with that row. Add rows as necessary.

		Funds	Dollars
Eligible Activity	Sources of Funds	Committed	Assigned
From Table 1	From Table 1	Y or N	to source
Predesign	Local Match	Y - City Sales Tax	\$ 12,000.00
Design	Local Match	Y - City Issued Bonds	\$ 2,632,269.00
Construct	DEED/SPAP	Y - Legislative Appropriation	\$ 7,475,000.00
Construct	Local Match	Y - City Issued Bonds	\$ 14,399,046.00
Furnish	Local Match	Y - City Issued Bonds	\$ 100,000.00
Equip	Local Match	Y - City Issued Bonds	\$ 471,000.00
		Totals	\$ 25,089,315.00

Project Timeline

Activity	Finish mm/yy
Site control (if necessary)	05/24
All funding (non-DEED funds) for project secured and in place	08/24
Declaration Recorded or Waiver from MMB secured	07/24
All permits in place	07/24
Project out for public bid	06/24
Bid accepted	06/24
Project started	06/24
Project complete	12/25
Project inspected and operational	12/25

**Attachment 1 to application: Local Government Resolution
Special Appropriation Application**

Resolution No. 2024-xx

**Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver A
G.O. Compliance And Temporary Construction Easement Agreement Between The City
Of Hermantown And The Independent School District No. 700**

BE IT RESOLVED that City of Hermantown act as the legal sponsor for the project contained in Stat. §§ 471.15-471.191 (the “Statutory Authority”) and specific language contained in 2023 Minn. Laws, Regular Session, Ch. 71, Art. 1, Sec. 4, Subd. 19 entitled Hermantown Ice Arena

BE IT FURTHER RESOLVED that City of Hermantown has the legal authority to receive financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the development proposal are committed to the project identified.

BE IT FURTHER RESOLVED that City of Hermantown has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its development proposal by the state, City of Hermantown may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that City of Hermantown certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

BE IT FURTHER RESOLVED that the non-DEED source(s) of funds identified in the sources and uses outline in the application total the amount of \$17,614,315 and are committed and adequate to fully fund or provide the match for the project identified in the application.

BE IT FURTHER RESOLVED that any source(s) of the Applicant’s fund(s) to fully fund the project shall be from the Hockey Arena Fund 415 account which has an adequate amount of funds to cover the commitment.

NOW, THEREFORE BE IT RESOLVED that Mayor and City Clerk are hereby authorized to execute such agreements as are necessary to implement the project(s) on behalf of the City of Hermantown.

Councilor introduced the foregoing resolution and moved its adoption.

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

Councilors, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted April 15, 2024.

I CERTIFY THAT the above resolution was adopted by the City of Hermantown City Council of City of Hermantown on _____(Date)

SIGNED:

WITNESSED:

(Authorized Official)

(Signature)

(Title) (Date)

(Title) (Date)

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- Fee simple ownership of the Facility.
- A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- Not applicable because there is no Facility.

Attachment 2 to Application: Legal Description

Provide the legal description only for the public land footprint on which the property or facility is located.

Being finalized

Attachment 3 to Application: Conflict of Interest Disclosure
(To be completed by Mayor, Board Chair, or Equivalent)



Conflict of Interest Disclosure

State of Minnesota
Request for Proposals

Instructions: Please return your completed form as part of the Response submittal.

Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) [Grants Policy 08-01 Conflict of Interest Policy for State Grant-Making \(August 2020 Effective Date 1/1/21\)](#) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict-of-interest disclosure form.

I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: **Wayne Boucher**

Signature:

Organization or Local Unit of Government Name: **City of Hermantown**

Date:

- EXHIBIT 1** **Pre-Design Report, Dated September 28, 2023**
- EXHIBIT 2** **Proposed Floor Plan and Elevation Drawing**
- EXHIBIT 3** **G.O. Compliance and Temporary Construction Easement Agreement**
- EXHIBIT 4** **Arena Use Agreement between City of Hermantown and Independent School District No. 700**
- EXHIBIT 5** **Design Development Estimate Submittal -Northstar Ford Arena, Hermantown MN**



CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Fichtner Park – Special Use Permit

RESOLUTION: 2024-55 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a Special Use Permit for filling and grading within a Natural Environment Shoreland Overlay Zone. This work is associated with the grading activities for Fichtner Park.

DESCRIPTION OF REQUEST:

The City is undertaking two projects in 2024. The first is the reconstruction of Fichtner Park and the second is the placing of fill to raise the grade on the former football field north of reconstructed park area. Both of these projects are within a Natural Environment Shoreland Area and will require filling and grading within an approximately 2.8 acre area in the former football field and 3.5 acres as part of the park reconstruction project.

SITE INFORMATION:

Parcel Size: 38 acres
Legal Access: 4118 Ugstad Road
Wetlands: Yes, delineated in 2022
Existing Zoning: P, Pulic
Airport Overlay: None
Shoreland Overlay: Yes – Natural Environment Shoreland – Rocky Run Creek
Comprehensive Plan: Residential

BACKGROUND

As part of the Community Recreation Initiative, the City is utilizing sales tax funds for the reconstruction of Fichtner Park. Work on the existing park, south of Rocky Run will commence in the spring of 2024 with work running through the summer.

A second City project is the reconstruction of Hermantown Road. The City is proposing to place excess soil material from the excavation of the existing road bed onto the former football field located north of Rocky Run Creek. The purpose of this grading and filling activity is to prepare the land for future park development at as of yet undetermined date.

Currently, there is no stormwater control or treatment on the park property. The proposed work at Fichtner Park will include three raingardens as part of a demonstration project with the Southwest St. Louis County Soil and Water Conservation District SWCD; a new stormwater system to treat for total suspended solids and phosphorus (per City of Hermantown and MPCA NPDES requirements); and

placement of BMP's (silt fence, rock construction entrances, bio-rolls, storm inlet protection) throughout the site.

A public hearing for this proposed project was held on April 16, 2024. There was one member of the public who asked questions regarding the redevelopment of the park. The Planning and Zoning Commission unanimously recommended the application to the City Council for their review and approval.

Wetlands

The park property was delineated in 2022 with the delineation being reviewed and approved by the Hermantown Technical Evaluation Panel. No wetland impacts are proposed as part of this project.

Shoreland Area

Approximately half of the park property is located within a Natural Environment Shoreland Area and is subject to the requirements of the City's Shoreland Ordinance as it pertains to grading a filling within a shoreland area.

Special Use Permit

The Special Use Permit is for filling and grading within a Shoreland zone. There are general conditions for all SUPs. Staff finds the following in regard to the criteria for Special Use Permits in the Zoning Ordinance:

No special use permit shall be approved unless positive findings are made with respect to each and every one of the following criteria:

- 1. The proposed development is likely to be compatible with development permitted under the general provisions of this chapter on substantially all land in the vicinity of the proposed development;**

The proposed use is similar to the uses on the rest of the property and in keeping with the public nature of the property.

- 2. The proposed use will not be injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in the immediate vicinity of the proposed development;**

Conditions placed on the SUP to minimize the clearing and grading within the shoreland area meet the intent of the zoning ordinance to protect natural resources. Public parks are an allowed use within the P, Public zoning district.

The reconstruction of the park and potential future park will benefit the residents of Hermantown.

- 3. The proposed use is consistent with the overall Hermantown Comprehensive Plan and with the spirit and intent of the provisions of this chapter;**

The property is within an area marked for residential development in the Hermantown Per the 2001 Hermantown Comprehensive Plan, this area of the City is guided to ‘Maintain Suburban Character, Preserve Critical Natural Features, Phase Residential Development, Develop Existing and New Park Areas’.

The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces and the proposed impervious surface is below maximum limits.

- 4. The proposed use will not result in a random pattern of development with little contiguity to existing programmed development and will not cause negative fiscal and environmental effects upon the community.**

The two proposed projects are in keeping with the existing nature of the park.

- 5. Other criteria required to be considered under the provisions of this code for any special use permit.**

The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2.

Findings of Fact and Recommendations

Staff recommends approval of the special use application to conduct grading and filling activity within a Natural Environment Shoreland Area, subject to the following:

1. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
2. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland area for the purpose of reconstruction of Fichtner Park. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
3. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of Rocky Run.
 - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of Rocky Run.
 - c. The smallest amount of bare ground is exposed for as short a time as feasible;
 - d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - e. Adequate methods to prevent erosion and trap sediment are employed;
 - f. Fill is stabilized to accepted engineering standards;
 - g. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;

- h. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - i. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - j. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
 4. The applicant shall sign a consent form assenting to all conditions of this approval.
 5. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
-

SOURCE OF FUNDS (if applicable)

416-452100-530

ATTACHMENTS

Resolution
Location Map
Shoreland Overlay Map – Existing Conditions
Shoreland Overlay Map – Proposed Conditions

Resolution No. 2024-55

Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Environment Shoreland Overlay Area

WHEREAS, the City of Hermantown (“Applicant”), submitted an application for a Special Use Permit for grading and filling within a Natural Environment Shoreland Overlay Area for the purpose of reconstructing Fichtner Park. in a P, Public District (the “Project”), with a legal description as follows:

Property ID: 395-0010-04340

Southwest ¼ of Southwest 1/4, Section 15 Township 50 Range 15

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on April 16, 2024 and recommended approval of the Special Use Permit at such meeting; and

WHEREAS, after due consideration of the entire City file, the testimony at the public hearing and all other relevant matters the City Council hereby makes the following findings related to the Special Use Permit.

FINDINGS OF FACT

- 1. The proposed development is likely to be compatible with development permitted under the general provisions of this chapter on substantially all land in the vicinity of the proposed development;**

The proposed use is similar to the uses on the rest of the property and in keeping with the public nature of the property.

- 2. The proposed use will not be injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in the immediate vicinity of the proposed development;**

Conditions placed on the SUP to minimize the clearing and grading within the shoreland area meet the intent of the zoning ordinance to protect natural resources. Public parks are an allowed use within the P, Public zoning district.

The reconstruction of the park and potential future park will benefit the residents of Hermantown.

- 3. The proposed use is consistent with the overall Hermantown Comprehensive Plan and with the spirit and intent of the provisions of this chapter;**

The property is within an area marked for residential development in the Hermantown. Per the 2001 Hermantown Comprehensive Plan, this area of the City is guided to

‘Maintain Suburban Character, Preserve Critical Natural Features, Phase Residential Development, Develop Existing and New Park Areas’.

The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces and the proposed impervious surface is below maximum limits.

- 4. The proposed use will not result in a random pattern of development with little contiguity to existing programmed development and will not cause negative fiscal and environmental effects upon the community.**

The two proposed projects are in keeping with the existing nature of the park.

- 5. Other criteria required to be considered under the provisions of this code for any special use permit.**

The applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2. Additional details of note include:

CONCLUSION

On the basis of the foregoing Findings of Fact, the City Council of the City of Hermantown is hereby resolved as follows:

1. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
2. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland area for the purpose of reconstructing Fichtner Park. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
3. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of Rock Run.
 - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of Rocky Run.
 - c. The smallest amount of bare ground is exposed for as short a time as feasible;
 - d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - e. Adequate methods to prevent erosion and trap sediment are employed;
 - f. Fill is stabilized to accepted engineering standards;

- g. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - h. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - i. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - j. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
4. The applicant shall sign a consent form assenting to all conditions of this approval.
 5. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.

SPECIAL USE PERMIT

Permission is hereby granted the City of Hermantown (“Applicant”), for a Special Use Permit for grading and filling within a Natural Environment Shoreland Overlay Area for the purpose of reconstructing Fichtner Park in a P, Public District (the “Project”), and legally described in Attachment A.

The permission hereby granted is expressly conditioned as follows:

- a. That the Project will be constructed as described in the plans accompanying the application and the conditions contained herein.
- b. The Zoning Officer of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within (5) days thereafter.
- c. No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.
- d. Applicant shall grant access to the site at all reasonable times during and after construction to authorized representatives of the City of Hermantown for inspection of the Project to see the terms of this permit are met.
- e. The permit is permissive only. No liability shall be imposed upon or incurred by the City of Hermantown or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Applicant or any of Applicant’s agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person against Applicant, its agents, employees of contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the City of Hermantown against Developer, its agents, employees or contractors for violation of or failure to comply with the permit or applicable provisions of law.
- f. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.

- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown City Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for grading and filling activities in a Natural Environment Shoreland Area associated with the reconstruction of Fichtner Park located at 395-0010-04340. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- k. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- l. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - 1. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of Rocky Run.
 - 2. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of Rocky Run.
 - 3. The smallest amount of bare ground is exposed for as short a time as feasible;
 - 4. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - 5. Adequate methods to prevent erosion and trap sediment are employed;
 - 6. Fill is stabilized to accepted engineering standards;
 - 7. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - 8. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - 9. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - 10. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- m. The applicant shall sign a consent form assenting to all conditions of this approval.
- n. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

IN WITNESS WHEREOF, the Mayor and City Clerk have hereunto set their hands on behalf of the City of Hermantown on the ____ day of _____, 2024.

CITY OF HERMANTOWN

By _____

Its Mayor

By _____

Its Clerk

STATE OF MINNESOTA)
)ss.

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, and _____, the Mayor and City Clerk respectively of the City of Hermantown on behalf of the City.

Notary Public

ACCEPTANCE OF RESOLUTION

The City of Hermantown (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation including, without limitation, exercising and enforcing its rights against any security that the undersigned may provide to the City to insure its compliance with the conditions contained in the foregoing Resolution.

Applicant acknowledges that this Resolution shall be recorded with the title to the property described in the text of the Resolution.

IN WITNESS WHEREAS, the City of Hermantown, has executed this acceptance this ____ day of _____, 2024.

City of Hermantown

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by the City of Hermantown.

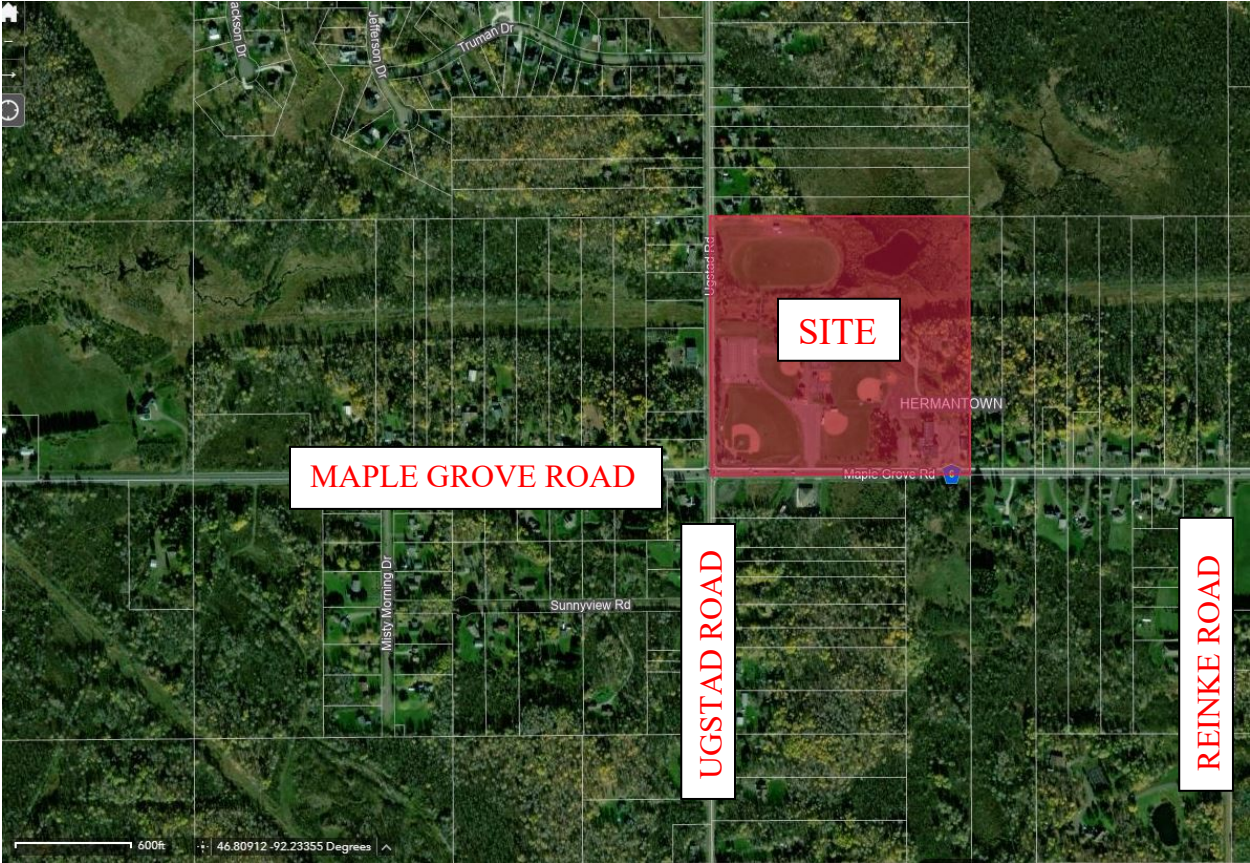
Notary Public

ATTACHMENT A

Southwest ¼ of Southwest 1/4, Section 15 Township 50 Range 15

Property ID: 395-0010-04340

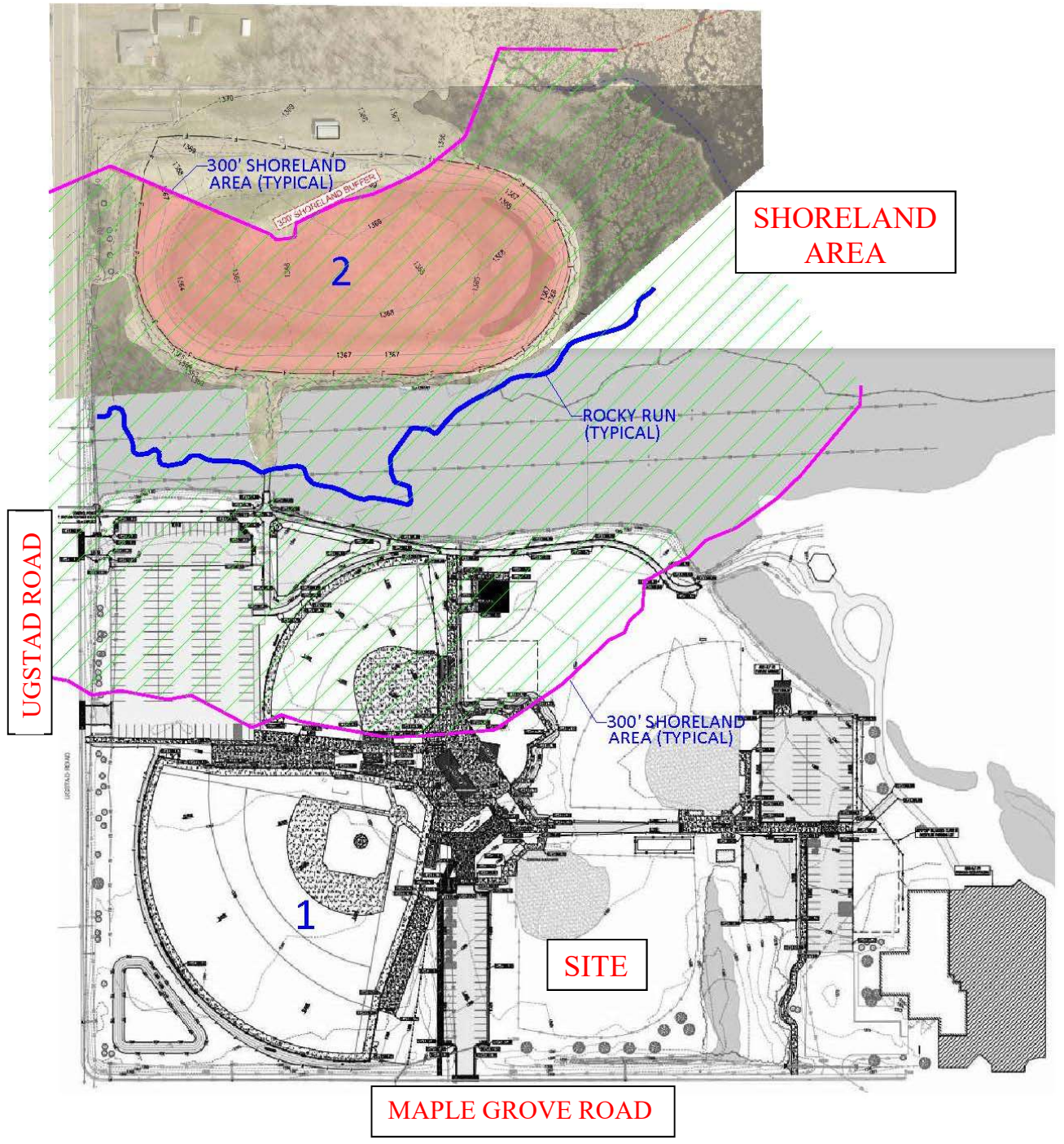
Location Map



Shoreland Map – Existing Park Conditions



Shoreland Map – Proposed Park Conditions





CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Fichtner Park - Sourcewell Purchase Playground Equipment

RESOLUTION: 2024-56 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a purchase from Sourcewell for the playground equipment material and installation at Fichtner Park.

BACKGROUND

The City Council approved an agreement with Sourcewell in order to purchase items directly through them at the March 4, 2024 meeting. Sourcewell is a State of Minnesota local government and service cooperative which obtains competitive bids on items that schools and cities may want to purchase.

This request is for the purchase and installation of playground equipment for the park. The vendor is Flagship Recreation who will be providing the playground equipment as well as performing the installation. The work is anticipated to happen in late September/early October and is \$262,676.44 for the equipment and \$195,042.60 for the installation which includes poured in place resilient surfacing.

SOURCE OF FUNDS (if applicable)

416-452100-530

ATTACHMENTS

Resolution
Flagship Recreation Quote

Resolution No. 2024-56

Resolution Awarding Contract For Play Structure Materials And Installation Services at Fichtner Park To Flagship Recreation In The Amount Of \$457,719.04

WHEREAS, the City of Hermantown desires to purchase play structure materials and installation services; and

WHEREAS, the play structure materials and installation services will be provided by Flagship Recreation; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the play structure materials and installation services to Flagship Recreation.

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

1. Flagship Recreation is hereby determined to be able to provide the play equipment materials, and installation services.

2. The price of \$457,719.04 for the play structure materials and installation services is hereby accepted.

3. The City will utilize funds for the payment of the play structure materials and installation from monies from the Community Recreation Initiative - 416-452100-530.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.



CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Fichtner Park - Sourcewell Purchase Skatepark Equipment

RESOLUTION: 2024-57 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a purchase from Sourcewell for the skatepark equipment material and installation at Fichtner Park.

BACKGROUND

The City Council approved an agreement with Sourcewell in order to purchase items directly through them at the March 4, 2024 meeting. Sourcewell is a State of Minnesota local government and service cooperative which obtains competitive bids on items that schools and cities may want to purchase.

This request is for the purchase and installation of skatepark equipment for the park. The vendor is American Ramp Company who will be providing the skatepark equipment as well as performing the installation. The work is anticipated to happen in late September/early October and is \$102,358.14 and installation.

SOURCE OF FUNDS (if applicable)

416-452100-530

ATTACHMENTS

Resolution
American Ramp Company Quote

Resolution No. 2024-57

Resolution Awarding Contract For Skatepark Materials And Installation Services at Fichtner Park To American Ramp Company In The Amount Of \$102,358.14

WHEREAS, the City of Hermantown desires to purchase skatepark materials and installation services; and

WHEREAS, the skatepark materials and installation services will be provided by American Ramp Company and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the skatepark materials and installation services to American Ramp Company.

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

1. American Ramp Company is hereby determined to be able to provide the skatepark materials, and installation services.

2. The price of \$102,358.14 for the skatepark materials and installation services is hereby accepted.

3. The City will utilize funds for the payment of the skatepark materials and installation from monies from the Community Recreation Initiative - 416-452100-530.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

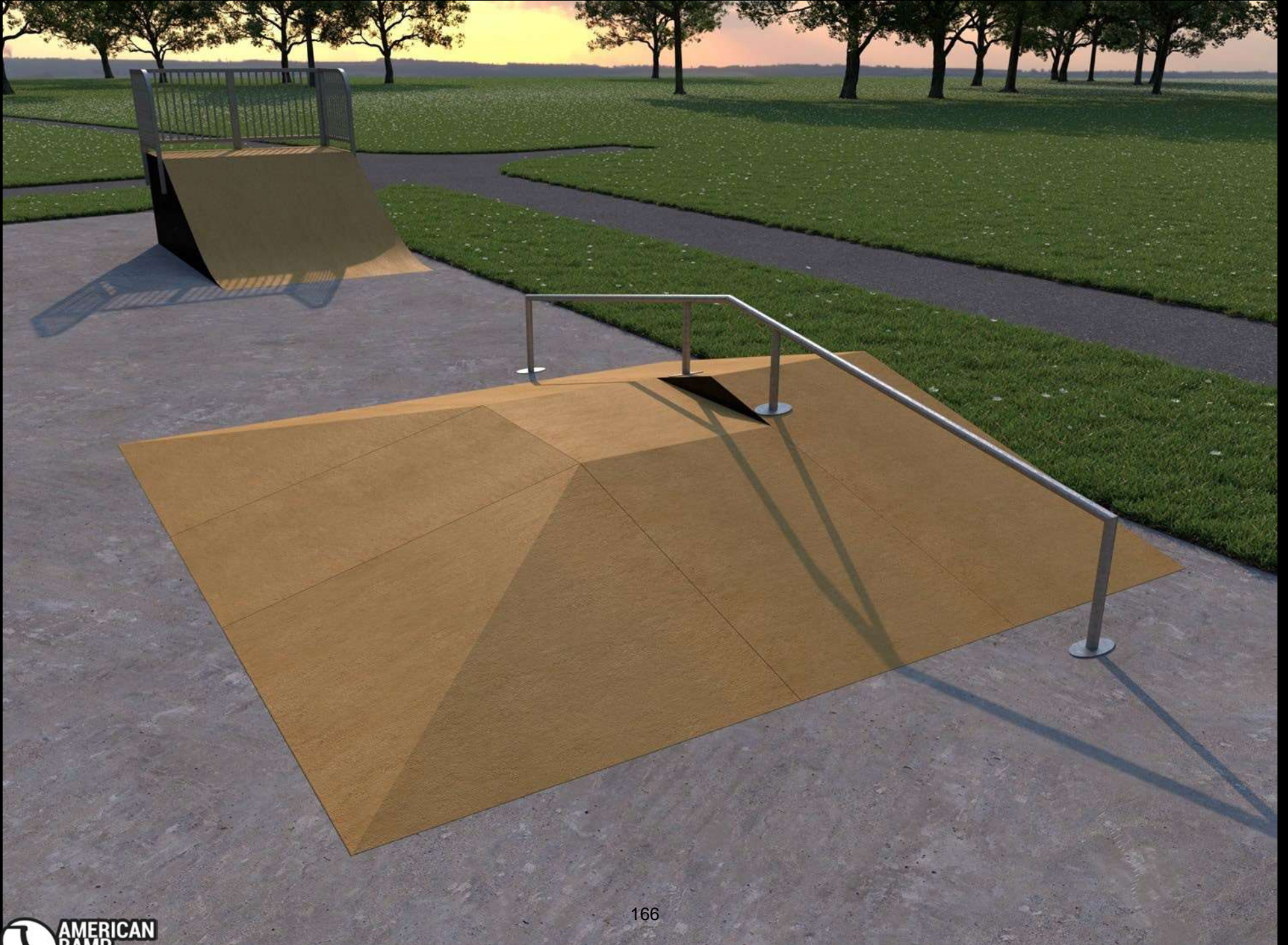
None.

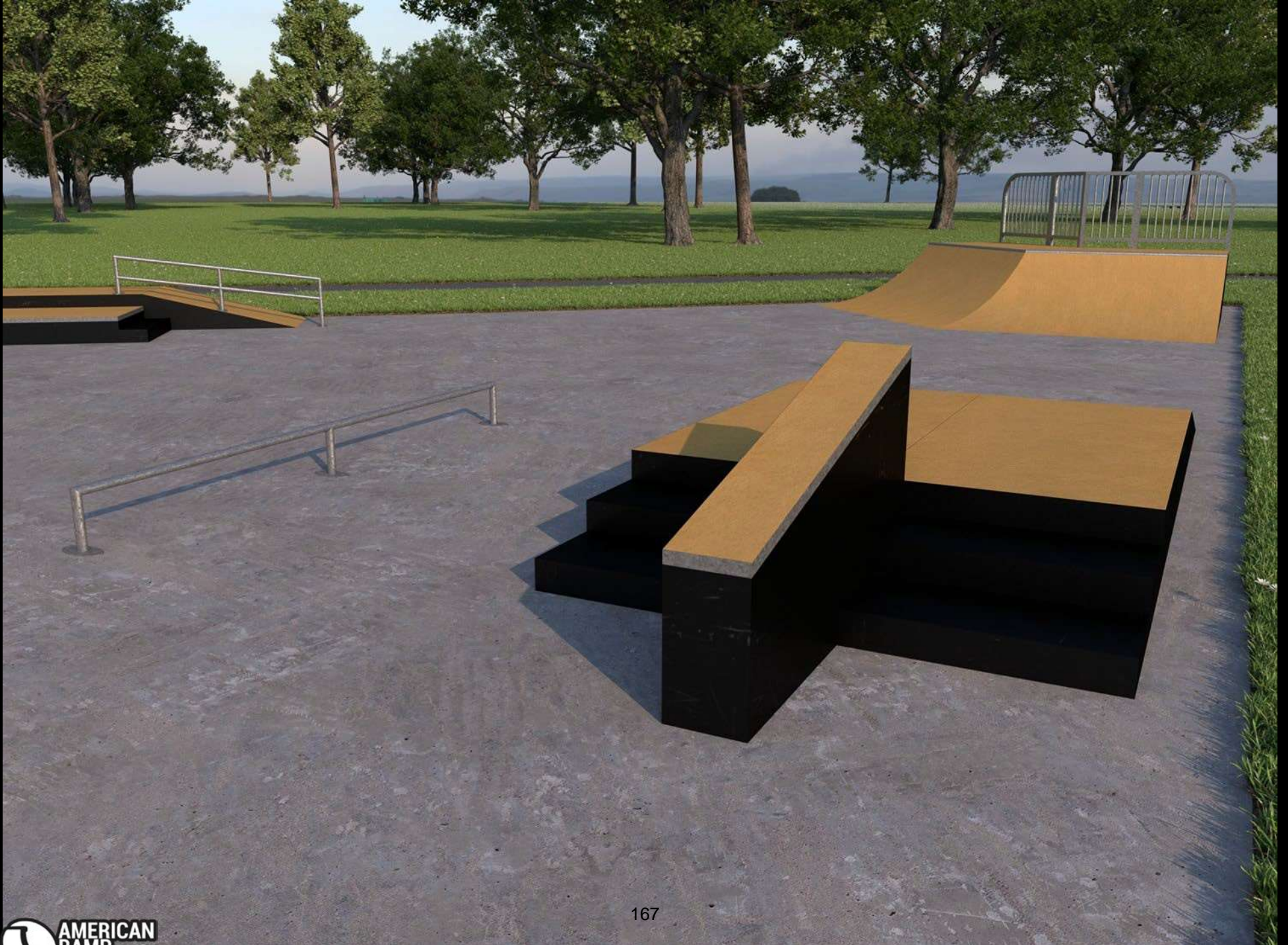
WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.



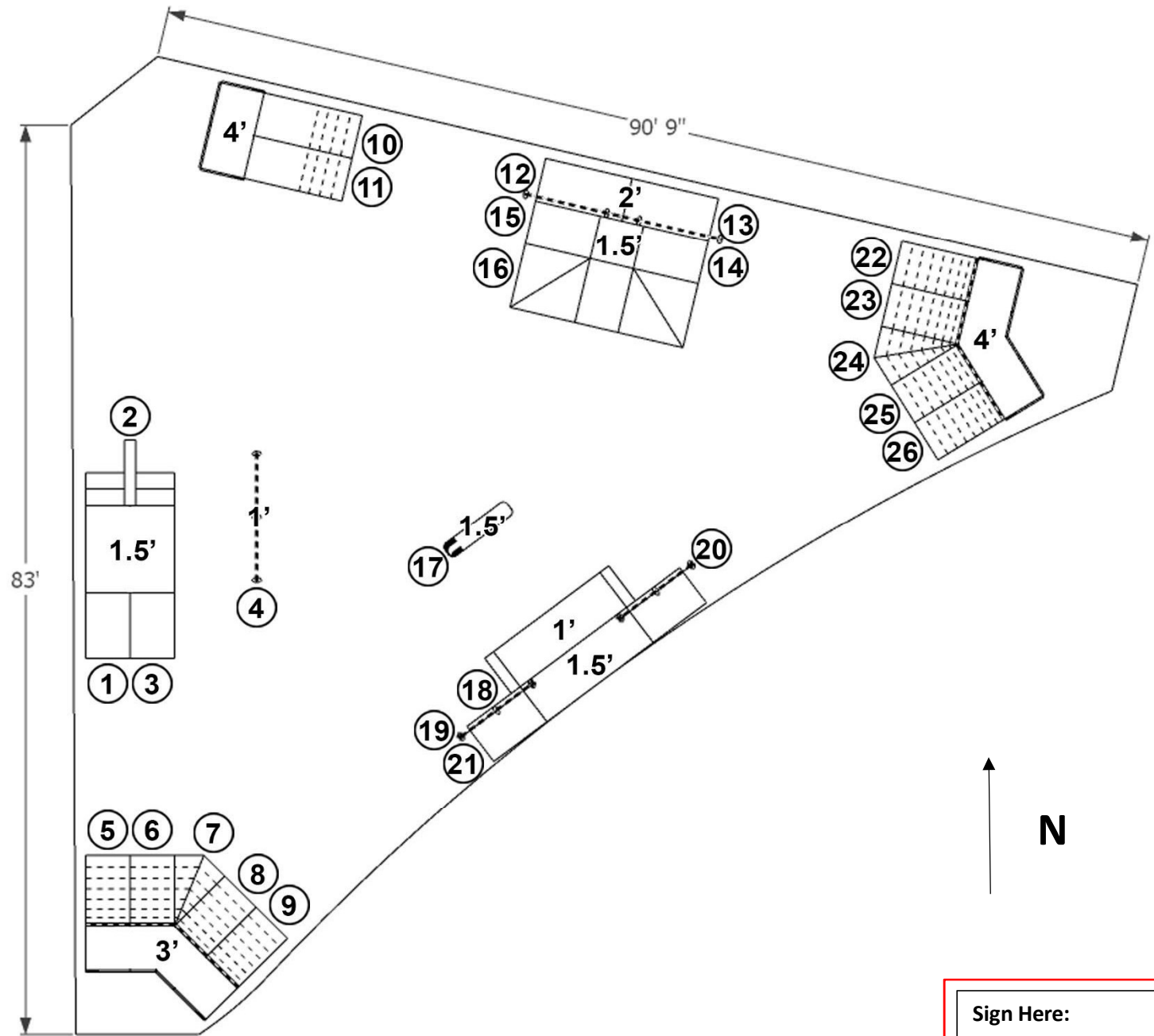
Initial Here:











601 S. McKinley Ave
 Joplin, MO 64801
 Toll-free: 800-RAMP-778
 Local: 417-206-6816
 Fax: 417-206-6888
 sales@americanrampcompany.com



Quote #	Design #	Customer	Date	Designer
Q28172.0	8647	Hermantown, MN	01-04-24	Chuck Dodge

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>
1	Wedge, Flat, Stair	1.5'	4.0'	17.0'
2	Planter (2' wide)	3.5'	1.0'	6.0'
3	Wedge, Flat, Stair	1.5'	4.0'	17.0'
4	Grind Rail (Round)	1.0'	2"	12.0'
5	Quarter Pipe	3.0'	4.0'	10.0'
6	Quarter Pipe	3.0'	4.0'	10.0'
7	Pyramid Corner (Radius) 45 Degree	3.0'	4.4'	6.3'
8	Quarter Pipe	3.0'	4.0'	10.0'
9	Quarter Pipe	3.0'	4.0'	10.0'
10	Bank Ramp	4.0'	4.0'	13.0'
11	Bank Ramp	4.0'	4.0'	13.0'
12	Bank Ramp (Wedge)	2.0'	4.0'	8.0'
13	Bank Ramp (Wedge)	2.0'	4.0'	8.0'
14	Grind Rail, Kinked (Round)	1.5'	2"	18.0'
15	Wedge, Flat, Wedge	1.5'	4.0'	16.0'
16	Pyramid Section (Wedge)	1.5'	6.0'	16.0'
17	Old Skool Bench	1.5'	1.5'	7.0'
18	Stair/Grindbox Combo	1.0'	4.0'	15.0'
19	Grind Rail (Round)	1.5'	2"	8.0'
20	Grind Rail (Round)	2.5'	2"	8.0'
21	Wedge, Flat, Wedge	1.5'	4.0'	24.0'
22	Quarter Pipe	4.0'	4.0'	11.0'
23	Quarter Pipe	4.0'	4.0'	11.0'
24	Pyramid Corner (Radius) 45 Degree	4.0'	4.9'	6.9'
25	Quarter Pipe	4.0'	4.0'	11.0'
26	Quarter Pipe	4.0'	4.0'	11.0'
	Subtotal			\$110,062.52
	Sourcwell Discount			-\$7,704.38
	TOTAL			\$102,358.14

Name

Signature

Date

Notes:

- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote includes a cost reduction specific to purchasing through Sourcwell.
- This quote does not include prevailing wage. If applicable, call for revised quote.
- This quote does not include sales tax. If applicable, call for revised quote.
- Quote is good for 30 days.

Purchase through our competitively bid government Sourcewell contract.





CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Fichtner Park - Sourcewell Purchase Baseball Field Turf Material and Installation Services

RESOLUTION: 2024-58 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a purchase from Sourcewell for the baseball field turf materials and installation at Fichtner Park.

BACKGROUND

The City Council approved an agreement with Sourcewell in order to purchase items directly through them at the March 4, 2024 meeting. Sourcewell is a State of Minnesota local government and service cooperative which obtains competitive bids on items that schools and cities may want to purchase.

This request is for the purchase and installation of lighting design, materials and pole relocation for the park. The vendor is FieldTurf who will be providing the materials and installation. The work is anticipated to happen in late September/early October and is \$589,615.29 for the materials and installation.

SOURCE OF FUNDS (if applicable)

416-452100-530

ATTACHMENTS

Resolution
FieldTurf Quote

Resolution No. 2024-58

Resolution Awarding Contract For Baseball Field Turf Materials And Installation Services at Fichtner Park To FieldTurf In The Amount Of \$589,615.29

WHEREAS, the City of Hermantown desires to purchase baseball field turf materials and installation services; and

WHEREAS, the baseball field turf materials and installation services will be provided by FieldTurf; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the baseball field turf materials and installation services to FieldTurf.

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

1. FieldTurf is hereby determined to be able to provide the baseball field turf materials, and installation services.

2. The price of \$589,615.29 for the baseball field turf materials and installation services is hereby accepted.

3. The City will utilize funds for the payment of the baseball field turf materials and installation from monies from the Community Recreation Initiative - 416-452100-530.

Councilor _____ introduced the foregoing resolution and moved its adoption.

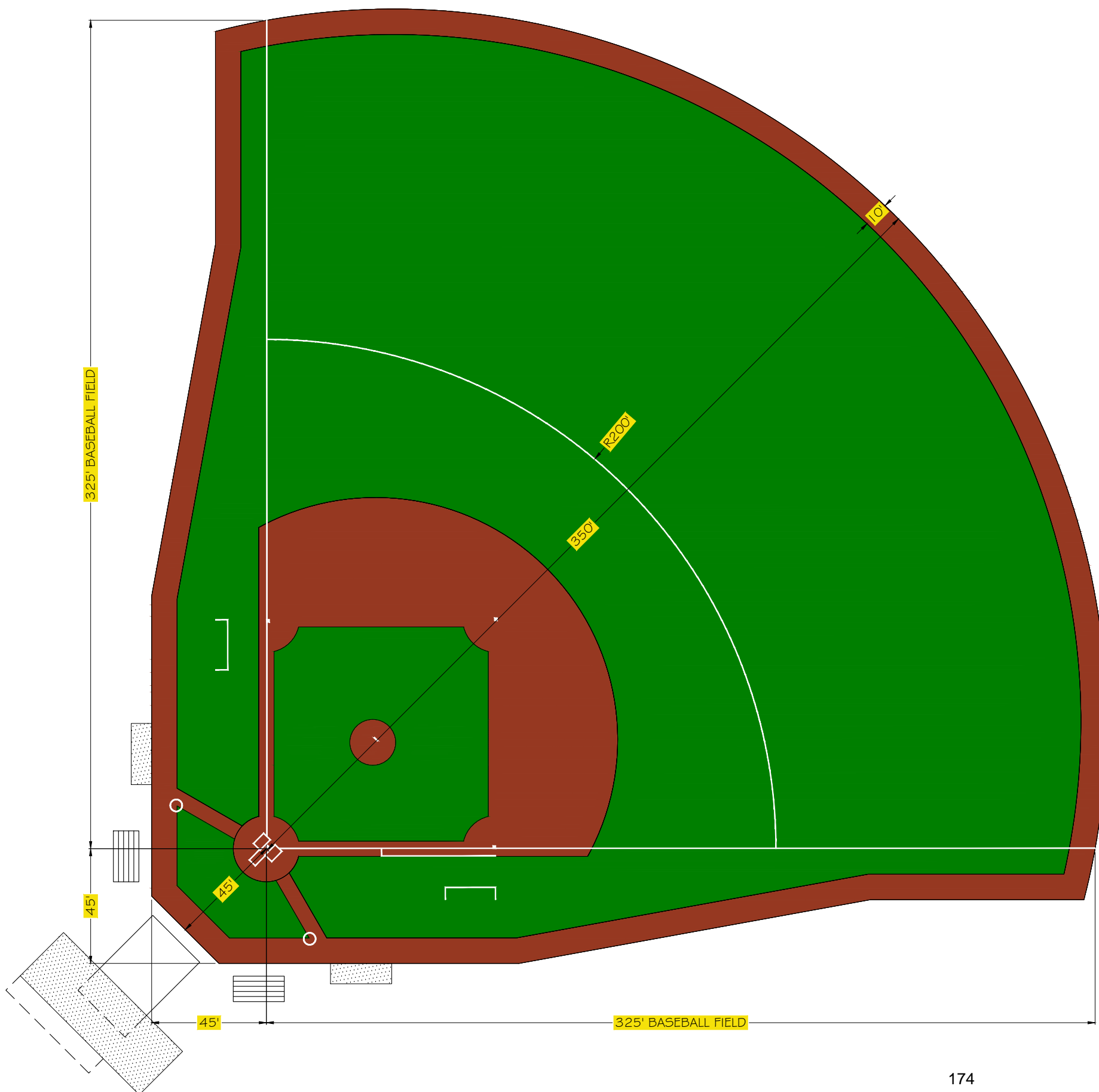
The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

Councilors _____, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.



APPROVED BY:
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:

SPORT COLORS:

- BASEBALL
COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE
- SOFTBALL
COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

LEGEND:

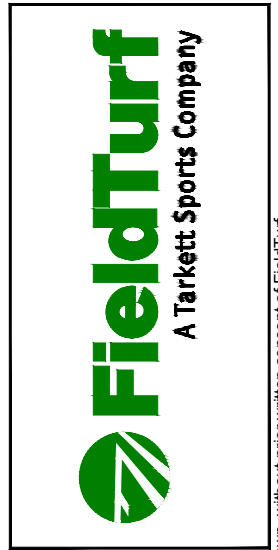
- RUST FIELDTURF (XT-50)
INFIELD
11,301 sq. ft.
- RUST FIELDTURF (XT-50)
WARNING TRACK
13,000 sq. ft.
- FIELD GREEN FIELDTURF (FTVT-50)
OUTFIELD
83,735 sq. ft.
- FIELD GREEN FIELDTURF (FTVT-50)
INFIELD
6,544 sq. ft.
- TOTAL FIELDTURF
114,579 sq. ft.

FIELD LAYOUT NOTES (sports are in order of dominance):

1. BASEBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.
2. SOFTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

DRAWN BY:	P. B.
CHECKED BY:	J. B.
SCALE:	1"=45'
TOTAL FIELD AREA:	114,579 sq. ft.
PERIMETER:	1,301 in. ft.



CITY OF HERMANTOWN
FITCHNER BASEBALL FIELD
HERMANTOWN, MN

ISSUE: PRESENTATION | FIELD LAYOUT

DATE: APRIL 02, 2024

CONCEPTUAL DRAWINGS ONLY: DRAWINGS ARE INTENDED ONLY TO BE A GRAPHIC RENDERING FOR PURPOSES OF PRELIMINARY PRESENTATION; ALL DISTANCES AND MEASUREMENTS ARE APPROXIMATE IN NATURE AND SUBJECT TO FIELD VERIFICATION.

COOP PRICING PROPOSAL



CITY OF HERMANTOWN



April 3, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcewell contract (formerly NJPA). Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 031622-FTU.

FICHTNER FIELD

	Synthetic Turf	Quantity	Units	Unit Price	Total
1	FieldTurf DoublePlay Natural	114,580	SF	\$5.06	\$579,774.80
2	Inlaid Baseball Markings	1	EA	\$7,280.00	DONATED
3	FieldTurf Maintenance Equipment: (1) GroomRight & (1) FieldSweep	1	LS	\$9,840.49	\$9,840.49
	Subtotal Synthetic Turf				\$589,615.29
4	Performance & Payment Bonds	1	LS	\$6,706.41	\$6,706.41
	Total				\$596,321.70

	Voluntary Alternates	Quantity	Units	Unit Price	Total
A1	Alternating panels in the outfield	114,580	SF	\$0.15	\$17,187.00
	Performance & Payment Bonds	1	SF	\$198.03	\$198.03
	Total Alternate #1				\$17,385.03



Click on the following Sourcewell hyperlink for contract due diligence documentation:

[Sourcewell](#)

COOP PRICING PROPOSAL



PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Natural system, with the following product characteristics:

NATURAL CLAY (XT-50-3/8)

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 5.4 lb. sand & 1.5 lb. ambient rubber per sq. ft.
- ▶ **Pile Weight:** 42 oz/yd²
- ▶ **Total System Weight:** 1059 oz/yd²

NATURAL GRASS (FTVT-50)

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 3.65 lb. sand & 2.6 lb. ambient rubber per sq. ft.
- ▶ **Pile Weight:** 39 oz/yd²
- ▶ **Total System Weight:** 962 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

- a) Installation of the artificial in-filled grass surface upon a suitable base.
- b) An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface, apart from the base areas and slide zones, which will carry a 2-year manufacturer's warranty. Furthermore, the following designated high traffic areas are excluded from the warranty: home plate, pitcher's mound, pitcher's lane, catcher's box, batting cage and bullpen area.
- c) Inlaid Baseball Markings
- d) Vintage40-90 turf for High Traffic Areas (150 SQFT)
- e) (1) Hitting Mat
- f) FieldTurf Maintenance Equipment:
 - a. (1) GroomRight
 - b. (1) FieldSweep
- g) Performance and Payment bond fees

PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the planarity, stability, porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) Any costs associated with necessary changes relating to delineation of the field.
- c) The supply or installation of the field edging and perimeter nailer board.
- d) Unless otherwise specified, the price does not include any G-max testing.
- e) The supply of or adjustment to manholes or clean-outs, grates and supply of the manhole covers.

COOP PRICING PROPOSAL

- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.
- g) Site security.
- h) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- i) Site restoration, sodding, landscaping, or grow-in.
- j) Permit fees, Inspection fees.
- k) A vehicle to tow FieldTurf maintenance equipment.
- l) All applicable union wages and other labor law levies.
- m) Anything not explicitly noted in the inclusions.

COOP PRICING PROPOSAL



The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies, or any new legally binding imposition affecting the transaction. The parties recognize that the impacts of the COVID-19 pandemic are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment, or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

Trey Sherrill

Project Manager
(423) 443-5418

Trey.Sherrill@FieldTurf.com

Matthew Cole

Regional Sales Manager
(216) 339-5393

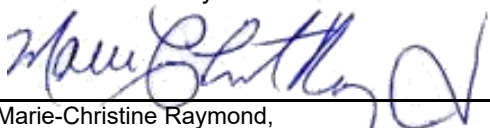
Matthew.Cole@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:



Marie-Christine Raymond,
Vice President of Customer Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING





CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Fichtner Park - Sourcewell Purchase Baseball Field Lighting Equipment and services

RESOLUTION: 2024-59 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a purchase from Sourcewell for the baseball field lighting design, materials, and the installation and relocation at Fichtner Park.

BACKGROUND

The City Council approved an agreement with Sourcewell in order to purchase items directly through them at the March 4, 2024 meeting. Sourcewell is a State of Minnesota local government and service cooperative which obtains competitive bids on items that schools and cities may want to purchase.

This request is for the purchase and installation of lighting design, materials and pole relocation for the park. The vendor is Musco Lighting who will be providing the design, equipment as well as performing the installation/relocation. The work is anticipated to happen in late September/early October and is \$230,735.00 for the design, materials and installation/relocation.

SOURCE OF FUNDS (if applicable)

416-452100-530

ATTACHMENTS

Resolution
Musco Lighting Quote

Resolution No. 2024-59

Resolution Awarding Contract For Baseball Field Lighting Materials, Design And Installation Services at Fichtner Park To Musco Lighting In The Amount Of \$230,735.00

WHEREAS, the City of Hermantown desires to purchase baseball field lighting materials, design and installation services; and

WHEREAS, the baseball field lighting materials, design and installation services will be provided by Musco Lighting; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the baseball field lighting materials, design and installation services to Musco Lighting.

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

1. Musco Lighting is hereby determined to be able to provide the baseball field lighting materials, design, and installation services.
2. The price of \$230,735.00 for the baseball field lighting materials, design and installation services is hereby accepted.
3. The City will utilize funds for the payment of the baseball field lighting materials, design and installation from monies from the Community Recreation Initiative - 416-452100-530.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.



100 1st Ave West • PO Box 808 • Oskaloosa, IA 52577 • Phone: (800) 825-6020 • Fax: (888) 397-8736 • Josh.Newell@Musco.com

**Hermantown Baseball / Softball Pole Relocation– Materials and Re-aim / Re-lamp Services Only
Date: 04/23/24**

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:

Sourcwell purchase – contract number: 041123-MSL

Quotation Price

Materials and services as described below.....**\$166,185.00** Plus applicable sales tax.

Equipment and Services Description

- Updated Lighting Design and Aiming Diagram Based on the Relocation of Light Structure Green™ and SportsCluster-2™ Poles and Fixtures from Project Numbers 142550 and 31026729 to New Fields of Similar Size
- (2) 5B and (4) 3B Pre-cast Foundations for the A1, A2, B1, B2, C1, and C2 Poles from Baseball Field Project 142550 from 2009
- (4) 2B Pre-cast Foundations for the A1, A2, B1, and B2 Poles from Softball Field Project 31026729 from 1997
- Stamped Foundation Design (Per standard Class 5 soils or a geotech report provided by others)
- Re-aim / Fine Tune Services to be Completed by a Musco Technician (Lift Included)
- Group Re-lamp of all Remaining Fixtures to be Completed by a Musco Technician (Lamps and Lift Included)
- Delivery of Materials to the Job Site
- Provide Equipment and Labor to Remove the Existing Poles from their Pre-cast Foundations, Cut the Existing Foundations Below Grade, Install (10) New Pre-cast Foundations at the new Field Locations, Relocate and Install (10) Poles on the New Foundations

NOTES:

1. Quotation price is for materials as described delivered to the job site, pole removal and re-installation, re-lamp, re-aim, and lighting design services. Connection to electrical is not included, and is to be provided by others.
2. The poles and foundations for original softball field project 31026729 were designed to meet an ASCE-C building code and 80 mph wind speed requirements. When relocated the installer must adhere to the most current IBC 2018 building code and 115 mph wind speed requirements. In order to meet code three fixtures will need to be removed from each of the B1 and B2 outfield poles. Removing three fixtures from each pole will affect light levels and uniformities significantly, and Little League / ASA minimum lighting standards will not be met.
3. The poles and foundations for original baseball field project 142550 were designed to meet an IBC 2003 building code and 90 mph wind speed requirements. When relocated the installer must adhere to the most current IBC 2018 building code and 115 mph wind speed requirements. In order to meet code one fixture will need to be removed from each of the C1 and C2 outfield poles. Removing one fixture from each pole will affect outfield light levels and uniformities, and Little League / ASA minimum lighting standards for the outfield will not be met.
4. A stamped foundation design will be provided based on standard Class 5 soils or a geotech report provided by others. If soils are not adequate for standard foundation designs, additional structural engineering and installation costs may be incurred. These costs will be at the owner's expense, and are not included in the quotation price.
5. Please allow approximately 4 to 5 weeks for delivery of materials after receipt of a purchase order.

Adder – (2) New Softball Field Outfield Poles for the B1 and B2 Locations and (2) New Baseball Field Poles for the C1 and C2 Locations to Meet Current Code Requirements – Installation Included

(Existing fixtures and electrical components enclosures to be re-used)**\$64,550.00**

Payment Terms

Payment terms net 30 days from delivery. **Late payment will be subject to service charges of 1 ½% per month (18% APR).** Any additional materials required will be charged at an additional price. In addition, Customer shall pay and be responsible for when due all local applicable sales, use, franchise, gross receipts, or similar taxes relating to this Agreement. If any payment is not made when due, Customer will pay a delinquent charge of 1-1/2% for each month or portion of a month, that a past due balance remains unpaid. Customer agrees to pay all cost (including reasonable attorney's fees and court costs) associated with collecting any delinquent amounts due. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

Licenses and Permits

MUSCO, a non-union organization, requires Customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

Nonliability

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

Prices are good for acceptance and delivery for 90 days only, unless such time is extended in writing. If you have any questions regarding the quotation, please call me at 800-825-6020 .

Musco Lighting



Josh Newell - Lighting Services Sales Representative



CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Kevin Orme, Director of Finance & Administration

SUBJECT: 2024 Budget Amendments & Transfers

RESOLUTION: 2024-60 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve amending items in the 2023 budget per our policy and approve transfers between funds as of December 31, 2023.

BACKGROUND

After reviewing the 2023 budget to actual numbers and our Budget Amendment Policy, I am recommending the following budget amendments for 2023. In addition, I am recommending the below actual transfers between funds as of 12/31/23.

The Budget Policy says that budget amendments can be made to “reflect policy changes” or when “significant changes are made because of unexpected cost increases”. The below amendments meet these criteria.

2023 Budget Amendments

Fund	Account	Object	Amount Increased	Account String	Note
General	City Hall Main	Equip Maint	13,000.00	101-419901-404	
General	Street	Property Reimb	29,000.00	101-431100-495	Reimb by Ins
Park Ded	Parks	Transfer out	25,000.00	235-452100-720	
Sales Tax	Trunk Sewer	Improvements	1,400,000.00	240-432510-530	

Transfers between funds

Transfer cash (approximately \$21,500) from Fund 235 (Park Dedication Fund) to Fund 412 (Munger Trail Fund.) The Munger Trail Fund has paid for the new trail sections in prior years and this makes up the deficit from the prior years.

SOURCE OF FUNDS (if applicable)

See above

ATTACHMENTS

Resolution

Resolution No. 2024-60

Resolution Authorizing The Director Of Finance & Administration To Amend Selected 2023 Budgets And Make Transfers

WHEREAS, the City completed several projects and had expenditures during 2023 that were not anticipated in the 2023 Budget, and

WHEREAS, the City Administrator has reviewed the 2023 Budgets for 2023 as it relates to the City’s Budget Amendment Policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk hereby authorize the Director of Finance & Administration to amend the 2023 Budget and authorize transfers as follows:

2023 Budget Amendments –

Fund	Account	Object	Amount Increased	Account String	Note
General	City Hall Main	Equip Maint	13,000.00	101-419901-404	
General	Street	Property Reimb	29,000.00	101-431100-495	Reimb by Ins
Park Ded	Parks	Transfer out	25,000.00	235-452100-720	
Sales Tax	Trunk Sewer	Improvements	1,400,000.00	240-432510-530	

Transfers between funds –

Transfer cash (approximately \$21,500) from Fund 235 (Park Dedication Fund) to Fund 412 (Munger Trail Fund.) The Munger Trail Fund has paid for the new trail sections in prior years and this makes up the deficit from the prior years.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.

Resolution No. 2024-61

Resolution Calling For A Public Hearing On A Proposed Tax Abatement And The Intent To Issue General Obligation Bonds And Approving The Form Of Notice Of Public Hearing

BE IT RESOLVED, by the City Council (the “Council”) of the City of Hermantown, Minnesota (the “City”), as follows:

Section 1. Authorization and Recitals.

1.01 The City, pursuant Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Act”), is authorized to grant an abatement of the property taxes imposed by the City on parcels of property, if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.

1.02 The City has proposed to undertake the improvements Fichtner Park in the City (the “Project”). The Council desires to obtain the financing for the Project through the Act.

Section 2. Call for Public Hearing.

2.01 Pursuant to the Act, the City shall conduct a public hearing on the desirability of issuing bonds and granting an abatement of the City’s property taxes on certain properties within the City, which properties are identified on the list on file in the office of the City Clerk. Attached as Attachment A is a form of Notice of Public Hearing, which Notice is hereby approved as attached. The City Clerk is directed to cause publication of the Notice of Public Hearing as required by law in the Hermantown Star, the official newspaper of the City, no fewer than 10 and no more than 30 days prior to the public hearing.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted on May 6, 2024.

ATTACHMENT A

**NOTICE OF PUBLIC HEARING ON PROPOSED PROPERTY TAX ABATEMENT
BY THE CITY OF HERMANTOWN, MINNESOTA AND THE
INTENT TO ISSUE GENERAL OBLIGATION BONDS**

NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Hermantown, Minnesota (the “City”) will conduct a public hearing in Governmental Services Building located at 5105 Maple Grove Road, Hermantown, Minnesota, on Monday, June 3, 2024, at 6:30 p.m., or as soon thereafter as the matter can be considered, for consideration of the desirability of granting an abatement of the City’s property taxes on certain properties for the purpose of financing the proposed construction of certain improvements to Fichtner Park in the City (the “Projects”), pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, which properties are identified as the following property identification numbers:

[PARCEL NUMBERS]

(the “Properties”).

The total amount of the taxes proposed to be abated by the City on the Properties for up to a 19-year period is estimated to be not more than \$1,200,000. The City proposes to issue \$1,200,000 in Tax Abatement Bonds which will be included in an upcoming bond issue of the City.

Any person wishing to be heard with respect to the proposed tax abatement will be heard orally or in writing at the public hearing.

**BY ORDER OF THE CITY COUNCIL OF THE
CITY OF HERMANTOWN, MINNESOTA**

Alissa Wentzlaff, City Clerk

Resolution No. 2024-62

Resolution Of The City Of Hermantown, Minnesota Providing For The Sale Of General Obligation Bonds, Series 2024a

BE IT RESOLVED, by the City Council (the “Council”) of the City of Hermantown, Minnesota (the “Issuer”), as follows:

Section 1. Under and pursuant to the authority contained in Laws of Minnesota 2021, First Special Session, chapter 14, article 8, section 8 and Minnesota Statutes Chapters 429, 469 and 475 (collectively the “Act”), the Issuer is authorized to issue general obligation bonds to finance the construction of Hermantown and Old Midway Road and Fichtner Park Improvements (the “Project”).

Section 2. The Council determines that it is necessary, expedient, and in the best interests of the Issuer’s residents that the Issuer, as permitted by the Act, issue, sell and deliver its General Obligation Bonds, Series 2024A (the “Bonds”), in one or more series, in an amount not to exceed \$9,655,000, for the purpose of financing a portion of the Project and paying the costs of issuing the Bonds.

Section 3. The City’s administrative staff is hereby authorized and directed to work with Ehlers & Associates, Inc., municipal advisor to the City, and Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel, to solicit proposals and arrange for the sale of the Bonds in substantial compliance with the Pre-Sale Report for the Bonds provided by the municipal advisor. The proposals shall be received by Ehlers & Associates, Inc. as set forth in the Pre-Sale Report.

Section 4. The Council shall meet on June 17, 2024, in accordance with the Pre-Sale Report, to consider a resolution providing for the issuance and sale of the Bonds and to take whatever actions are necessary regarding same.

Section 5. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The Issuer reasonably expects to reimburse expenditures with respect to the Project being financed from proceeds of the Bonds in an amount not to exceed \$9,655,000.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted on May 6, 2024.

May 6, 2024

PRE-SALE REPORT FOR

City of Hermantown, Minnesota

\$9,655,000 General Obligation Bonds, Series 2024A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Todd Hagen, Senior Municipal Advisor
Jason Aarsvold, Senior Municipal Advisor
Keith Dahl, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$9,655,000 General Obligation Bonds, Series 2024A

The City has directed Ehlers to assist in a financing method that does not require voter approval and would allow for payments over 19 years.

Purposes:

The proposed issue includes financing with other available funds, for the construction of Hermantown and Old Midway Road and Fichtner Park Improvements in the City.

- **Streets Portion (MS 429).** Debt service will be paid for 15 years from special assessments and property taxes.
- **Sales Tax Revenue Portion (Special Legislation).** Debt service will be paid for 19 years from sales tax revenues.
- **Tax Abatement Portion (MS 469.1814).** Debt service will be paid for 15 years from property tax abatements up to an amount of the aggregate sum of abatements equal to the principal amount of that part of the Bonds and property taxes.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 475 (general bonding authority)
- 429 (special assessment pledge)
- 2021 Laws of Minnesota, First Special Session, Chapter 14, Article 8, Section 8 (sales tax revenue pledge)
- 469 (property tax abatement authority)

Because the City is assessing at least 20% of the project costs, the Streets Portion of the Bonds can be a general obligation without a referendum and will not count against the City's debt limit.

The special legislation for sales tax allows part of the Bonds to be issued for Fichtner Park.

The City will hold the required public hearing on property tax abatements for part of the Fichtner Park Portion of the Bonds and the public purpose it serves on June 3, 2024. The amount of property taxes abated in any year may not exceed (1) 10% of the net tax capacity (NTC) of the City or (2) \$200,000, whichever is greater. The City's pay 2024 NTC is \$18,156,604 and 10% equates to \$1,815,660. Therefore, the greater of these two calculations is

10% of the NTC. That part of the Bonds will consume approximately 4.4% of the City's current annual abatement capacity of \$1,815,660.

The Bonds do not count against the Net Debt Limit of 3% of the estimated market value of taxable property in the City.

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 19 years. Principal on the Bonds will be due on February 1 in the years 2026 through 2044. Interest is payable every six months beginning February 1, 2025. A portion of the Bond proceeds will be used to make the February 1, 2025 interest payment.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2034 or any date thereafter.

No Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will not be able to designate the Bonds as "bank qualified" obligations (BQ).

Currently non-BQ is outperforming BQ - so the rates are better.

Rating:

The City's most recent bond issues were rated by S&P Global Ratings. The current ratings on those bonds are "AA." The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating if the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of the City's situation, their objectives communicated to us, our advisory relationship as well as characteristics of various financing options, we are recommending the issuance of general obligation bonds with a full competitive sale as a suitable financing option for the following reasons:

- General obligation bonds provide a straight-forward approach to financing projects identified by the City.
- The City's sales tax legislation specifically allows financing municipal projects like this to be financed with this type of debt issue.

- We expect that the size and term of the issue, even without bank qualification, will attract several quality bids based upon similar recent sales in Minnesota.
- The City does not expect to have surplus resources adequate to prepay the debt prior to the scheduled maturities.
- This is generally the most overall cost-effective option.

Because of its larger size and longer term, we are recommending against offering the Bonds to a limited number of local and regional banks and selling this issue rated through a full competitive process to the public market using an official statement. Also, there are no special circumstances that would require a negotiated sale.

This method of sale complies with City policy as well as best practices endorsed by the Government Finance Officers Association (GFOA).

Method of Sale/Placement:

We will solicit competitive bids for the sale of the Bonds to underwriters and banks as the size, structure and term will likely result in the maximum number of bids at the lowest interest rates and is a desirable credit for municipal bond investors.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City.

For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue rather than increasing the net proceeds for the project; but that could change on the day of sale. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC).

The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Officers' Certificate prepared by your bond attorney and provided at closing.

Two-Year Spending Exception (24-month) - The City expects to meet the two-year expenditure exception. If the City fails to meet the two-year expenditure exception, it will be required to pay rebate.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert to help monitor the exception used above. An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

Special Assessments: We have not assumed any prepaid special assessments and we have assumed that assessments will be levied as projected. If the City receives a significant number of prepaid assessments or does not levy the assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected assessment interest rate.

Sales Tax Revenue: A portion of the Bonds is being paid with sales tax revenue. It should be noted that the amount of revenue is estimated at this time and the actual amount of sales tax revenue that will be available in the future is subject to legislative changes, economic conditions, commercial/retail businesses subject to the tax and actual annual sales subject to the sales tax. If sales tax revenue is inadequate and other funding sources are not available, the City may have to levy taxes to pay debt service on the Bonds or appropriate sufficient funds from other sources.

GO Pledge: Because the Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged, if the annual special assessments, property tax abatements, sales tax revenues, and tax levy collected are not sufficient to pay the debt service payments, other City funds will need to be used.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

Bond Counsel: Fryberger Buchanan

Paying Agent: Bond Trust Services

Rating Agency: S&P Global Ratings

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report.
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council; and Call Public Hearing on Property Tax Abatements:	May 6, 2024
Close date to get Notice of Public Hearings on Property Tax Abatements to official newspaper for publication:	By Noon on May 17, 2024
Publish Notice of Public Hearings on Property Tax Abatements (publication no more than 30 days and no less than 10 days prior to hearing date).	May 23, 2024
Public Hearing on Property Tax Abatements:	June 3, 2024
Due Diligence Call to review Official Statement and Conference with Rating Agency:	Week of June 3, 2024
Print Official Statement:	June 6, 2024
City Council Meeting to Award Sale of the Bonds:	June 17, 2024
Estimated Closing Date:	July 11, 2024

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Bond Buyer Index

Resolution Authorizing Ehlers to Proceed with Bond Sale (provided separately)

Resolution Calling Public Hearing on Property Tax Abatements (provided separately)

EHLERS' CONTACTS

Todd Hagen, Senior Municipal Advisor	(651) 697-8508
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Keith Dahl, Municipal Advisor	(651) 697-8595
Emily Wilkie, Senior Public Finance Analyst	(651) 697-8588
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Hermantown, Minnesota

\$9,655,000 General Obligation Bonds, Series 2024A

Issue Summary

Assumes Current Market Non-BQ AA Rates plus 50bps

Total Issue Sources And Uses

Dated 07/11/2024 | Delivered 07/11/2024

	Streets	Sales Tax Revenue	Tax Abatement	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$4,475,000.00	\$3,980,000.00	\$1,200,000.00	\$9,655,000.00
Storm Water Cash	200,000.00	-	-	200,000.00
Bridge Grant	787,000.00	-	-	787,000.00
Fundraising Cash	-	750,000.00	-	750,000.00
Total Sources	\$5,462,000.00	\$4,730,000.00	\$1,200,000.00	\$11,392,000.00
Uses Of Funds				
Total Underwriter's Discount (1.000%)	44,750.00	39,800.00	12,000.00	96,550.00
Costs of Issuance	45,422.06	40,397.72	12,180.22	98,000.00
Deposit to Capitalized Interest (CIF) Fund	93,073.61	-	24,956.94	118,030.55
Deposit to Project Construction Fund	5,275,000.00	4,650,000.00	1,150,000.00	11,075,000.00
Rounding Amount	3,754.33	(197.72)	862.84	4,419.45
Total Uses	\$5,462,000.00	\$4,730,000.00	\$1,200,000.00	\$11,392,000.00

City of Hermantown, Minnesota

\$9,655,000 General Obligation Bonds, Series 2024A

Issue Summary

Assumes Current Market Non-BQ AA Rates plus 50bps

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
07/11/2024	-	-	-	-	-	-	-
02/01/2025	-	-	207,194.44	207,194.44	(118,030.55)	89,163.89	89,163.89
08/01/2025	-	-	186,475.00	186,475.00	-	186,475.00	-
02/01/2026	440,000.00	4.000%	186,475.00	626,475.00	-	626,475.00	812,950.00
08/01/2026	-	-	177,675.00	177,675.00	-	177,675.00	-
02/01/2027	460,000.00	3.900%	177,675.00	637,675.00	-	637,675.00	815,350.00
08/01/2027	-	-	168,705.00	168,705.00	-	168,705.00	-
02/01/2028	470,000.00	3.700%	168,705.00	638,705.00	-	638,705.00	807,410.00
08/01/2028	-	-	160,010.00	160,010.00	-	160,010.00	-
02/01/2029	490,000.00	3.600%	160,010.00	650,010.00	-	650,010.00	810,020.00
08/01/2029	-	-	151,190.00	151,190.00	-	151,190.00	-
02/01/2030	505,000.00	3.550%	151,190.00	656,190.00	-	656,190.00	807,380.00
08/01/2030	-	-	142,226.25	142,226.25	-	142,226.25	-
02/01/2031	525,000.00	3.550%	142,226.25	667,226.25	-	667,226.25	809,452.50
08/01/2031	-	-	132,907.50	132,907.50	-	132,907.50	-
02/01/2032	545,000.00	3.550%	132,907.50	677,907.50	-	677,907.50	810,815.00
08/01/2032	-	-	123,233.75	123,233.75	-	123,233.75	-
02/01/2033	565,000.00	3.550%	123,233.75	688,233.75	-	688,233.75	811,467.50
08/01/2033	-	-	113,205.00	113,205.00	-	113,205.00	-
02/01/2034	580,000.00	3.550%	113,205.00	693,205.00	-	693,205.00	806,410.00
08/01/2034	-	-	102,910.00	102,910.00	-	102,910.00	-
02/01/2035	605,000.00	3.600%	102,910.00	707,910.00	-	707,910.00	810,820.00
08/01/2035	-	-	92,020.00	92,020.00	-	92,020.00	-
02/01/2036	630,000.00	3.650%	92,020.00	722,020.00	-	722,020.00	814,040.00
08/01/2036	-	-	80,522.50	80,522.50	-	80,522.50	-
02/01/2037	650,000.00	3.750%	80,522.50	730,522.50	-	730,522.50	811,045.00
08/01/2037	-	-	68,335.00	68,335.00	-	68,335.00	-
02/01/2038	670,000.00	3.950%	68,335.00	738,335.00	-	738,335.00	806,670.00
08/01/2038	-	-	55,102.50	55,102.50	-	55,102.50	-
02/01/2039	700,000.00	4.000%	55,102.50	755,102.50	-	755,102.50	810,205.00
08/01/2039	-	-	41,102.50	41,102.50	-	41,102.50	-
02/01/2040	725,000.00	4.100%	41,102.50	766,102.50	-	766,102.50	807,205.00
08/01/2040	-	-	26,240.00	26,240.00	-	26,240.00	-
02/01/2041	255,000.00	4.650%	26,240.00	281,240.00	-	281,240.00	307,480.00
08/01/2041	-	-	20,311.25	20,311.25	-	20,311.25	-
02/01/2042	265,000.00	4.750%	20,311.25	285,311.25	-	285,311.25	305,622.50
08/01/2042	-	-	14,017.50	14,017.50	-	14,017.50	-
02/01/2043	280,000.00	4.850%	14,017.50	294,017.50	-	294,017.50	308,035.00
08/01/2043	-	-	7,227.50	7,227.50	-	7,227.50	-
02/01/2044	295,000.00	4.900%	7,227.50	302,227.50	-	302,227.50	309,455.00
Total	\$9,655,000.00	-	\$3,934,026.94	\$13,589,026.94	(118,030.55)	\$13,470,996.39	-

Significant Dates

Dated

7/11/2024

First available call date

City of Hermantown, Minnesota

\$9,655,000 General Obligation Bonds, Series 2024A

Issue Summary

Assumes Current Market Non-BQ AA Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	ClF	Net New D/S	105% of Total	Assessments	Sales Tax Revenue	Levy/ (Surplus)
02/01/2025	-	-	207,194.44	207,194.44	(118,030.55)	89,163.89	93,622.08	-	93,622.08	-
02/01/2026	440,000.00	4.000%	372,950.00	812,950.00	-	812,950.00	853,597.50	101,315.00	326,019.75	426,262.75
02/01/2027	460,000.00	3.900%	355,350.00	815,350.00	-	815,350.00	856,117.50	101,315.00	324,969.75	429,832.75
02/01/2028	470,000.00	3.700%	337,410.00	807,410.00	-	807,410.00	847,780.50	101,315.01	323,872.50	422,592.99
02/01/2029	490,000.00	3.600%	320,020.00	810,020.00	-	810,020.00	850,521.00	101,315.01	322,906.50	426,299.49
02/01/2030	505,000.00	3.550%	302,380.00	807,380.00	-	807,380.00	847,749.00	101,315.00	321,919.50	424,514.50
02/01/2031	525,000.00	3.550%	284,452.50	809,452.50	-	809,452.50	849,925.13	101,315.01	320,832.75	427,777.37
02/01/2032	545,000.00	3.550%	265,815.00	810,815.00	-	810,815.00	851,355.75	101,315.01	324,809.63	425,231.12
02/01/2033	565,000.00	3.550%	246,467.50	811,467.50	-	811,467.50	852,040.88	101,315.00	323,163.75	427,562.13
02/01/2034	580,000.00	3.550%	226,410.00	806,410.00	-	806,410.00	846,730.50	101,315.00	321,331.50	424,084.00
02/01/2035	605,000.00	3.600%	205,820.00	810,820.00	-	810,820.00	851,361.00	101,315.00	324,562.88	425,483.13
02/01/2036	630,000.00	3.650%	184,040.00	814,040.00	-	814,040.00	854,742.00	101,315.01	322,063.88	431,363.12
02/01/2037	650,000.00	3.750%	161,045.00	811,045.00	-	811,045.00	851,597.25	101,315.00	324,515.63	425,766.63
02/01/2038	670,000.00	3.950%	136,670.00	806,670.00	-	806,670.00	847,003.50	101,315.00	321,103.13	424,585.38
02/01/2039	700,000.00	4.000%	110,205.00	810,205.00	-	810,205.00	850,715.25	101,315.00	322,271.25	427,129.00
02/01/2040	725,000.00	4.100%	82,205.00	807,205.00	-	807,205.00	847,565.25	101,315.01	322,901.25	423,348.99
02/01/2041	255,000.00	4.650%	52,480.00	307,480.00	-	307,480.00	322,854.00	-	322,854.00	-
02/01/2042	265,000.00	4.750%	40,622.50	305,622.50	-	305,622.50	320,903.63	-	320,903.63	-
02/01/2043	280,000.00	4.850%	28,035.00	308,035.00	-	308,035.00	323,436.75	-	323,436.75	-
02/01/2044	295,000.00	4.900%	14,455.00	309,455.00	-	309,455.00	324,927.75	-	324,927.75	-
Total	\$9,655,000.00	-	\$3,934,026.94	\$13,589,026.94	(118,030.55)	\$13,470,996.39	\$14,144,546.21	\$1,519,725.06	\$6,232,987.83	\$6,391,833.32

Significant Dates

Dated	7/11/2024
First Coupon Date	2/01/2025

Yield Statistics

Bond Year Dollars	\$98,718.89
Average Life	10.225 Years
Average Coupon	3.9850802%
Net Interest Cost (NIC)	4.0828832%
True Interest Cost (TIC)	4.0811964%
Bond Yield for Arbitrage Purposes	3.9564502%
All Inclusive Cost (AIC)	4.2096664%

Series 2024A GO Bonds - P | Issue Summary | 4/29/2024 | 4:25 PM



City of Hermantown, Minnesota

\$4,475,000 General Obligation Bonds, Series 2024A

Streets

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
07/11/2024	-	-	-	-	-	-	-
02/01/2025	-	-	93,073.61	93,073.61	(93,073.61)	-	-
08/01/2025	-	-	83,766.25	83,766.25	-	83,766.25	-
02/01/2026	230,000.00	4.000%	83,766.25	313,766.25	-	313,766.25	397,532.50
08/01/2026	-	-	79,166.25	79,166.25	-	79,166.25	-
02/01/2027	240,000.00	3.900%	79,166.25	319,166.25	-	319,166.25	398,332.50
08/01/2027	-	-	74,486.25	74,486.25	-	74,486.25	-
02/01/2028	245,000.00	3.700%	74,486.25	319,486.25	-	319,486.25	393,972.50
08/01/2028	-	-	69,953.75	69,953.75	-	69,953.75	-
02/01/2029	255,000.00	3.600%	69,953.75	324,953.75	-	324,953.75	394,907.50
08/01/2029	-	-	65,363.75	65,363.75	-	65,363.75	-
02/01/2030	265,000.00	3.550%	65,363.75	330,363.75	-	330,363.75	395,727.50
08/01/2030	-	-	60,660.00	60,660.00	-	60,660.00	-
02/01/2031	275,000.00	3.550%	60,660.00	335,660.00	-	335,660.00	396,320.00
08/01/2031	-	-	55,778.75	55,778.75	-	55,778.75	-
02/01/2032	285,000.00	3.550%	55,778.75	340,778.75	-	340,778.75	396,557.50
08/01/2032	-	-	50,720.00	50,720.00	-	50,720.00	-
02/01/2033	295,000.00	3.550%	50,720.00	345,720.00	-	345,720.00	396,440.00
08/01/2033	-	-	45,483.75	45,483.75	-	45,483.75	-
02/01/2034	305,000.00	3.550%	45,483.75	350,483.75	-	350,483.75	395,967.50
08/01/2034	-	-	40,070.00	40,070.00	-	40,070.00	-
02/01/2035	315,000.00	3.600%	40,070.00	355,070.00	-	355,070.00	395,140.00
08/01/2035	-	-	34,400.00	34,400.00	-	34,400.00	-
02/01/2036	330,000.00	3.650%	34,400.00	364,400.00	-	364,400.00	398,800.00
08/01/2036	-	-	28,377.50	28,377.50	-	28,377.50	-
02/01/2037	340,000.00	3.750%	28,377.50	368,377.50	-	368,377.50	396,755.00
08/01/2037	-	-	22,002.50	22,002.50	-	22,002.50	-
02/01/2038	350,000.00	3.950%	22,002.50	372,002.50	-	372,002.50	394,005.00
08/01/2038	-	-	15,090.00	15,090.00	-	15,090.00	-
02/01/2039	365,000.00	4.000%	15,090.00	380,090.00	-	380,090.00	395,180.00
08/01/2039	-	-	7,790.00	7,790.00	-	7,790.00	-
02/01/2040	380,000.00	4.100%	7,790.00	387,790.00	-	387,790.00	395,580.00
Total	\$4,475,000.00	-	\$1,559,291.11	\$6,034,291.11	(93,073.61)	\$5,941,217.50	-

Significant Dates

Dated

7/11/2024

First available call date

City of Hermantown, Minnesota

\$4,475,000 General Obligation Bonds, Series 2024A
Streets

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments	Levy/(Surplus)
02/01/2025	-	-	93,073.61	93,073.61	(93,073.61)	-	-	-	-
02/01/2026	230,000.00	4.000%	167,532.50	397,532.50	-	397,532.50	417,409.13	101,315.00	316,094.13
02/01/2027	240,000.00	3.900%	158,332.50	398,332.50	-	398,332.50	418,249.13	101,315.00	316,934.13
02/01/2028	245,000.00	3.700%	148,972.50	393,972.50	-	393,972.50	413,671.13	101,315.01	312,356.12
02/01/2029	255,000.00	3.600%	139,907.50	394,907.50	-	394,907.50	414,652.88	101,315.01	313,337.87
02/01/2030	265,000.00	3.550%	130,727.50	395,727.50	-	395,727.50	415,513.88	101,315.00	314,198.88
02/01/2031	275,000.00	3.550%	121,320.00	396,320.00	-	396,320.00	416,136.00	101,315.01	314,820.99
02/01/2032	285,000.00	3.550%	111,557.50	396,557.50	-	396,557.50	416,385.38	101,315.01	315,070.37
02/01/2033	295,000.00	3.550%	101,440.00	396,440.00	-	396,440.00	416,262.00	101,315.00	314,947.00
02/01/2034	305,000.00	3.550%	90,967.50	395,967.50	-	395,967.50	415,765.88	101,315.00	314,450.88
02/01/2035	315,000.00	3.600%	80,140.00	395,140.00	-	395,140.00	414,897.00	101,315.00	313,582.00
02/01/2036	330,000.00	3.650%	68,800.00	398,800.00	-	398,800.00	418,740.00	101,315.01	317,424.99
02/01/2037	340,000.00	3.750%	56,755.00	396,755.00	-	396,755.00	416,592.75	101,315.00	315,277.75
02/01/2038	350,000.00	3.950%	44,005.00	394,005.00	-	394,005.00	413,705.25	101,315.00	312,390.25
02/01/2039	365,000.00	4.000%	30,180.00	395,180.00	-	395,180.00	414,939.00	101,315.00	313,624.00
02/01/2040	380,000.00	4.100%	15,580.00	395,580.00	-	395,580.00	415,359.00	101,315.01	314,043.99
Total	\$4,475,000.00	-	\$1,559,291.11	\$6,034,291.11	(93,073.61)	\$5,941,217.50	\$6,238,278.38	\$1,519,725.06	\$4,718,553.32

Significant Dates

Dated	7/11/2024
First Coupon Date	2/01/2025

Yield Statistics

Bond Year Dollars	\$41,246.11
Average Life	9.217 Years
Average Coupon	3.7804561%
Net Interest Cost (NIC)	3.8889511%
True Interest Cost (TIC)	3.9049399%
Bond Yield for Arbitrage Purposes	3.9564502%
All Inclusive Cost (AIC)	4.0432181%

Series 2024A GO Bonds - P | Streets | 4/29/2024 | 4:25 PM



City of Hermantown, Minnesota

\$3,980,000 General Obligation Bonds, Series 2024A

Sales Tax Revenue

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/11/2024	-	-	-	-	-
02/01/2025	-	-	89,163.89	89,163.89	89,163.89
08/01/2025	-	-	80,247.50	80,247.50	-
02/01/2026	150,000.00	4.000%	80,247.50	230,247.50	310,495.00
08/01/2026	-	-	77,247.50	77,247.50	-
02/01/2027	155,000.00	3.900%	77,247.50	232,247.50	309,495.00
08/01/2027	-	-	74,225.00	74,225.00	-
02/01/2028	160,000.00	3.700%	74,225.00	234,225.00	308,450.00
08/01/2028	-	-	71,265.00	71,265.00	-
02/01/2029	165,000.00	3.600%	71,265.00	236,265.00	307,530.00
08/01/2029	-	-	68,295.00	68,295.00	-
02/01/2030	170,000.00	3.550%	68,295.00	238,295.00	306,590.00
08/01/2030	-	-	65,277.50	65,277.50	-
02/01/2031	175,000.00	3.550%	65,277.50	240,277.50	305,555.00
08/01/2031	-	-	62,171.25	62,171.25	-
02/01/2032	185,000.00	3.550%	62,171.25	247,171.25	309,342.50
08/01/2032	-	-	58,887.50	58,887.50	-
02/01/2033	190,000.00	3.550%	58,887.50	248,887.50	307,775.00
08/01/2033	-	-	55,515.00	55,515.00	-
02/01/2034	195,000.00	3.550%	55,515.00	250,515.00	306,030.00
08/01/2034	-	-	52,053.75	52,053.75	-
02/01/2035	205,000.00	3.600%	52,053.75	257,053.75	309,107.50
08/01/2035	-	-	48,363.75	48,363.75	-
02/01/2036	210,000.00	3.650%	48,363.75	258,363.75	306,727.50
08/01/2036	-	-	44,531.25	44,531.25	-
02/01/2037	220,000.00	3.750%	44,531.25	264,531.25	309,062.50
08/01/2037	-	-	40,406.25	40,406.25	-
02/01/2038	225,000.00	3.950%	40,406.25	265,406.25	305,812.50
08/01/2038	-	-	35,962.50	35,962.50	-
02/01/2039	235,000.00	4.000%	35,962.50	270,962.50	306,925.00
08/01/2039	-	-	31,262.50	31,262.50	-
02/01/2040	245,000.00	4.100%	31,262.50	276,262.50	307,525.00
08/01/2040	-	-	26,240.00	26,240.00	-
02/01/2041	255,000.00	4.650%	26,240.00	281,240.00	307,480.00
08/01/2041	-	-	20,311.25	20,311.25	-
02/01/2042	265,000.00	4.750%	20,311.25	285,311.25	305,622.50
08/01/2042	-	-	14,017.50	14,017.50	-
02/01/2043	280,000.00	4.850%	14,017.50	294,017.50	308,035.00
08/01/2043	-	-	7,227.50	7,227.50	-
02/01/2044	295,000.00	4.900%	7,227.50	302,227.50	309,455.00
Total	\$3,980,000.00	-	\$1,956,178.89	\$5,936,178.89	-

Yield Statistics

Bond Year Dollars	\$46,401.11
Average Life	11.659 Years
Average Coupon	4.2158018%
Net Interest Cost (NIC)	4.3015756%
True Interest Cost (TIC)	4.2895880%
Bond Yield for Arbitrage Purposes	3.9564502%
All Inclusive Cost (AIC)	4.4068172%

IRS Form 8038

Net Interest Cost	4.2158018%
Weighted Average Maturity	11.659 Years

Series 2024A GO Bonds - P | Sales Tax Revenue | 4/29/2024 | 4:25 PM

City of Hermantown, Minnesota

\$3,980,000 General Obligation Bonds, Series 2024A

Sales Tax Revenue

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Sales Tax Revenue 105% Overlevy
02/01/2025	-	-	89,163.89	89,163.89	93,622.08
02/01/2026	150,000.00	4.000%	160,495.00	310,495.00	326,019.75
02/01/2027	155,000.00	3.900%	154,495.00	309,495.00	324,969.75
02/01/2028	160,000.00	3.700%	148,450.00	308,450.00	323,872.50
02/01/2029	165,000.00	3.600%	142,530.00	307,530.00	322,906.50
02/01/2030	170,000.00	3.550%	136,590.00	306,590.00	321,919.50
02/01/2031	175,000.00	3.550%	130,555.00	305,555.00	320,832.75
02/01/2032	185,000.00	3.550%	124,342.50	309,342.50	324,809.63
02/01/2033	190,000.00	3.550%	117,775.00	307,775.00	323,163.75
02/01/2034	195,000.00	3.550%	111,030.00	306,030.00	321,331.50
02/01/2035	205,000.00	3.600%	104,107.50	309,107.50	324,562.88
02/01/2036	210,000.00	3.650%	96,727.50	306,727.50	322,063.88
02/01/2037	220,000.00	3.750%	89,062.50	309,062.50	324,515.63
02/01/2038	225,000.00	3.950%	80,812.50	305,812.50	321,103.13
02/01/2039	235,000.00	4.000%	71,925.00	306,925.00	322,271.25
02/01/2040	245,000.00	4.100%	62,525.00	307,525.00	322,901.25
02/01/2041	255,000.00	4.650%	52,480.00	307,480.00	322,854.00
02/01/2042	265,000.00	4.750%	40,622.50	305,622.50	320,903.63
02/01/2043	280,000.00	4.850%	28,035.00	308,035.00	323,436.75
02/01/2044	295,000.00	4.900%	14,455.00	309,455.00	324,927.75
Total	\$3,980,000.00	-	\$1,956,178.89	\$5,936,178.89	\$6,232,987.83

Significant Dates

Dated	7/11/2024
First Coupon Date	2/01/2025

Yield Statistics

Bond Year Dollars	\$46,401.11
Average Life	11.659 Years
Average Coupon	4.2158018%
Net Interest Cost (NIC)	4.3015756%
True Interest Cost (TIC)	4.2895880%
Bond Yield for Arbitrage Purposes	3.9564502%
All Inclusive Cost (AIC)	4.4068172%

IRS Form 8038

Net Interest Cost	4.2158018%
Weighted Average Maturity	11.659 Years

City of Hermantown, Minnesota

\$1,200,000 General Obligation Bonds, Series 2024A

Tax Abatement

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
07/11/2024	-	-	-	-	-	-	-
02/01/2025	-	-	24,956.94	24,956.94	(24,956.94)	-	-
08/01/2025	-	-	22,461.25	22,461.25	-	22,461.25	-
02/01/2026	60,000.00	4.000%	22,461.25	82,461.25	-	82,461.25	104,922.50
08/01/2026	-	-	21,261.25	21,261.25	-	21,261.25	-
02/01/2027	65,000.00	3.900%	21,261.25	86,261.25	-	86,261.25	107,522.50
08/01/2027	-	-	19,993.75	19,993.75	-	19,993.75	-
02/01/2028	65,000.00	3.700%	19,993.75	84,993.75	-	84,993.75	104,987.50
08/01/2028	-	-	18,791.25	18,791.25	-	18,791.25	-
02/01/2029	70,000.00	3.600%	18,791.25	88,791.25	-	88,791.25	107,582.50
08/01/2029	-	-	17,531.25	17,531.25	-	17,531.25	-
02/01/2030	70,000.00	3.550%	17,531.25	87,531.25	-	87,531.25	105,062.50
08/01/2030	-	-	16,288.75	16,288.75	-	16,288.75	-
02/01/2031	75,000.00	3.550%	16,288.75	91,288.75	-	91,288.75	107,577.50
08/01/2031	-	-	14,957.50	14,957.50	-	14,957.50	-
02/01/2032	75,000.00	3.550%	14,957.50	89,957.50	-	89,957.50	104,915.00
08/01/2032	-	-	13,626.25	13,626.25	-	13,626.25	-
02/01/2033	80,000.00	3.550%	13,626.25	93,626.25	-	93,626.25	107,252.50
08/01/2033	-	-	12,206.25	12,206.25	-	12,206.25	-
02/01/2034	80,000.00	3.550%	12,206.25	92,206.25	-	92,206.25	104,412.50
08/01/2034	-	-	10,786.25	10,786.25	-	10,786.25	-
02/01/2035	85,000.00	3.600%	10,786.25	95,786.25	-	95,786.25	106,572.50
08/01/2035	-	-	9,256.25	9,256.25	-	9,256.25	-
02/01/2036	90,000.00	3.650%	9,256.25	99,256.25	-	99,256.25	108,512.50
08/01/2036	-	-	7,613.75	7,613.75	-	7,613.75	-
02/01/2037	90,000.00	3.750%	7,613.75	97,613.75	-	97,613.75	105,227.50
08/01/2037	-	-	5,926.25	5,926.25	-	5,926.25	-
02/01/2038	95,000.00	3.950%	5,926.25	100,926.25	-	100,926.25	106,852.50
08/01/2038	-	-	4,050.00	4,050.00	-	4,050.00	-
02/01/2039	100,000.00	4.000%	4,050.00	104,050.00	-	104,050.00	108,100.00
08/01/2039	-	-	2,050.00	2,050.00	-	2,050.00	-
02/01/2040	100,000.00	4.100%	2,050.00	102,050.00	-	102,050.00	104,100.00
Total	\$1,200,000.00	-	\$418,556.94	\$1,618,556.94	(24,956.94)	\$1,593,600.00	-

Significant Dates

Dated

7/11/2024

First available call date

City of Hermantown, Minnesota

\$1,200,000 General Obligation Bonds, Series 2024A

Tax Abatement

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2025	-	-	24,956.94	24,956.94	(24,956.94)	-	-
02/01/2026	60,000.00	4.000%	44,922.50	104,922.50	-	104,922.50	110,168.63
02/01/2027	65,000.00	3.900%	42,522.50	107,522.50	-	107,522.50	112,898.63
02/01/2028	65,000.00	3.700%	39,987.50	104,987.50	-	104,987.50	110,236.88
02/01/2029	70,000.00	3.600%	37,582.50	107,582.50	-	107,582.50	112,961.63
02/01/2030	70,000.00	3.550%	35,062.50	105,062.50	-	105,062.50	110,315.63
02/01/2031	75,000.00	3.550%	32,577.50	107,577.50	-	107,577.50	112,956.38
02/01/2032	75,000.00	3.550%	29,915.00	104,915.00	-	104,915.00	110,160.75
02/01/2033	80,000.00	3.550%	27,252.50	107,252.50	-	107,252.50	112,615.13
02/01/2034	80,000.00	3.550%	24,412.50	104,412.50	-	104,412.50	109,633.13
02/01/2035	85,000.00	3.600%	21,572.50	106,572.50	-	106,572.50	111,901.13
02/01/2036	90,000.00	3.650%	18,512.50	108,512.50	-	108,512.50	113,938.13
02/01/2037	90,000.00	3.750%	15,227.50	105,227.50	-	105,227.50	110,488.88
02/01/2038	95,000.00	3.950%	11,852.50	106,852.50	-	106,852.50	112,195.13
02/01/2039	100,000.00	4.000%	8,100.00	108,100.00	-	108,100.00	113,505.00
02/01/2040	100,000.00	4.100%	4,100.00	104,100.00	-	104,100.00	109,305.00
Total	\$1,200,000.00	-	\$418,556.94	\$1,618,556.94	(24,956.94)	\$1,593,600.00	\$1,673,280.00

Significant Dates

Dated	7/11/2024
First Coupon Date	2/01/2025

Yield Statistics

Bond Year Dollars	\$11,071.67
Average Life	9.226 Years
Average Coupon	3.7804330%
Net Interest Cost (NIC)	3.8888178%
True Interest Cost (TIC)	3.9048078%
Bond Yield for Arbitrage Purposes	3.9564502%
All Inclusive Cost (AIC)	4.0429485%

City of Hermantown, Minnesota

\$1,023,750 General Obligation Bonds, Series 2024A

Assessments

1.50% over TIC - Equal P&I

Assessments

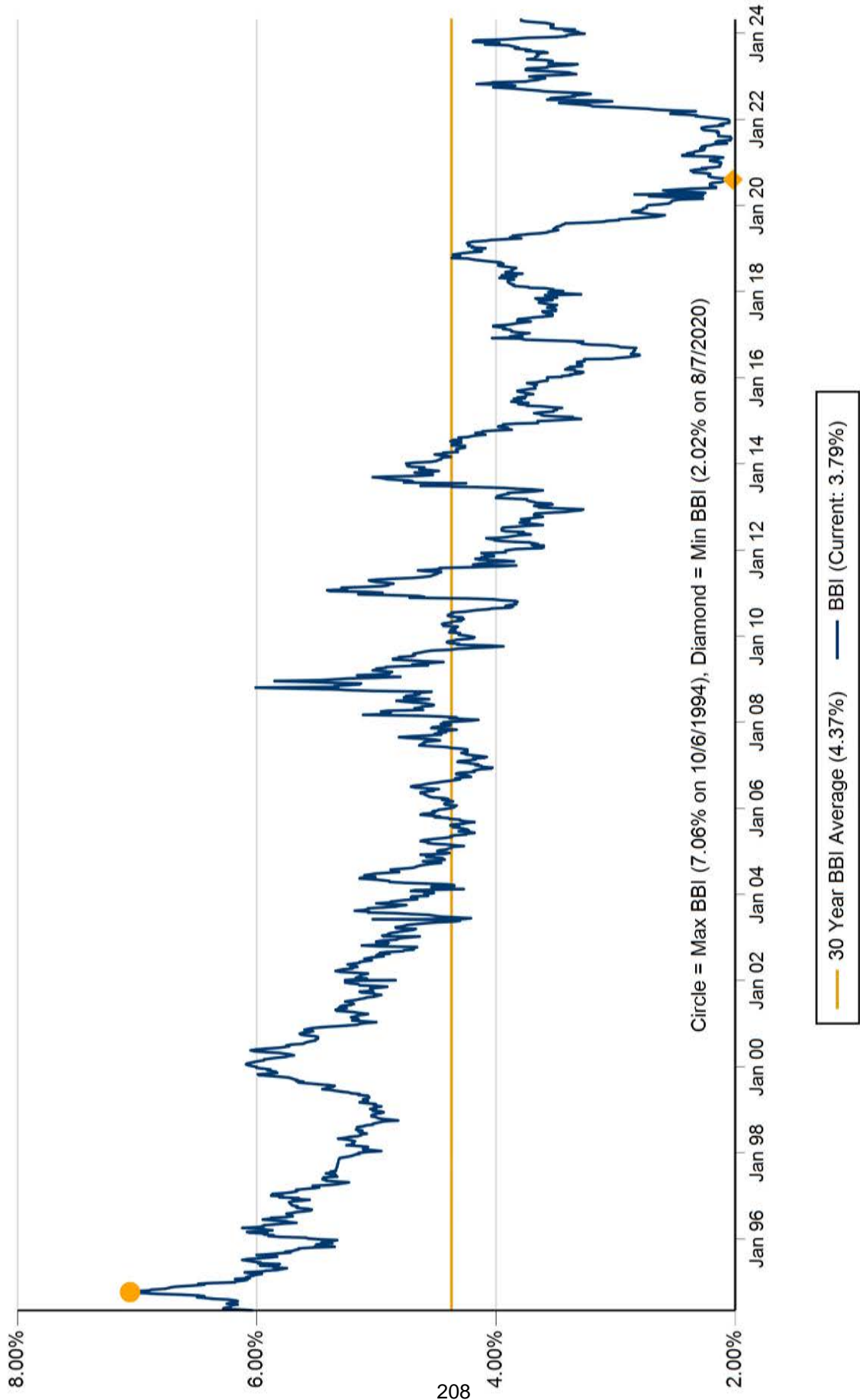
Date	Principal	Coupon	Interest	Total P+I
12/31/2025	46,032.50	5.400%	55,282.50	101,315.00
12/31/2026	48,518.26	5.400%	52,796.74	101,315.00
12/31/2027	51,138.25	5.400%	50,176.76	101,315.01
12/31/2028	53,899.71	5.400%	47,415.30	101,315.01
12/31/2029	56,810.30	5.400%	44,504.70	101,315.00
12/31/2030	59,878.05	5.400%	41,436.96	101,315.01
12/31/2031	63,111.47	5.400%	38,203.54	101,315.01
12/31/2032	66,519.48	5.400%	34,795.52	101,315.00
12/31/2033	70,111.54	5.400%	31,203.46	101,315.00
12/31/2034	73,897.56	5.400%	27,417.44	101,315.00
12/31/2035	77,888.03	5.400%	23,426.98	101,315.01
12/31/2036	82,093.98	5.400%	19,221.02	101,315.00
12/31/2037	86,527.06	5.400%	14,787.94	101,315.00
12/31/2038	91,199.52	5.400%	10,115.48	101,315.00
12/31/2039	96,124.29	5.400%	5,190.72	101,315.01
Total	\$1,023,750.00	-	\$495,975.06	\$1,519,725.06

Significant Dates

Filing Date	1/01/2025
First Payment Date	12/31/2025

30 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates April, 1994 - April, 2024



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer





CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Preliminary Planned Unit Development application JP Holding Company

RESOLUTION: 2024-63 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a Preliminary Planned Unit Development (PUD) with conditions for construction of 18 single family lots and 9 twinhome buildings (18 units) on 13 acres in the R-3 Zoning District at 507x Maple Grove Road. The proposed development will contain 36 lots/units total.

DESCRIPTION OF REQUEST:

JP Holding Company (Applicant) is the property owner associated with this 13 acre property. The applicant is proposing the Arbors of Maple Grove project which consists of 18 single family lots and 9 twinhomes (18 units). The site is currently undeveloped with topography rising from the south to the north and contains a mixture of trees and open grassland area. The City’s trunkline sanitary sewer runs along the western boundary of the property. The site has access from Maple Grove Road to the south and is providing a future road connection to the north. There are wetlands present on the property which have been delineated and have received TEP approval for impacts associated with the road construction.

A public hearing for this proposed project was held on February 27, 2024. Other than the Applicant, there were no members of the public there to comment on the project. The Planning and Zoning Commission unanimously recommended the application to the City Council for their review and approval.

SITE INFORMATION:

Parcel Size: 13 acres
Legal Access: 507x Maple Grove Road
Wetlands: Yes, have been delineated and approved by the TEP
Existing Zoning: R-3, Residential
Airport Overlay: Zone 3, structure height restrictions only
Shoreland Overlay: None
Comprehensive Plan: Suburban

Background:

This property currently has an approved preliminary PUD associated with it. In 2021, the City approved a preliminary PUD for a 103 unit, 4 story apartment building. In discussions with the applicant, there is the desire to move away from the apartment and instead pursue a small lot single family home development along with twinhomes. Assuming this project is recommended by the Planning and Zoning Commission and approved by the City Council, the previously approved preliminary PUD for this property will be voided.

The proposed project consists of 18 single family lots with a minimum dimension of 55' x 125' and a minimum square footage of 6,875 square feet. In addition, there are 9 twinhome buildings (18 units total) with a minimum lot size of 40' x 113.5' and minimum lot size of 4,540 square feet for each individual unit lot.

The single family homes are projected to be approximately 1,750 square feet with a two car garage. Each twinhome are projected to be approximately 1,300 square feet. There may be some twinhome units with walk-out basements which could increase the square footage to 2,200 square feet. Each twinhome will have a two car garage as well.

PUD Process:

The City's zoning regulations governing PUD's require that each PUD obtain preliminary and final approval. The City's Planned Unit Development ordinance states that PUDs over 4 units/acre and/or 5 acres in size are required to make separate Preliminary and Final PUD submissions.

The PUD review and approval process include a public hearing by the Planning Commission and a recommendation to the City Council. A PUD order will be issued by the City setting project specific development standards. Following completion of the development contract the applicant will be granted final Zoning approval and can begin construction, pending approval of the associated building permits.

Per Section 1105 of the Planned Unit Development section of the Zoning Ordinance, it requires that a PUD must provide public benefits to the surrounding neighborhood and to the city above and beyond what can be reasonably achieved by application of the zoning provisions applicable to the underlying zoning district. The nature and scale of public benefit shall be determined by the City and include, but not be limited to:

- 1.1 Preservation and enhancement of natural systems and resources, topography, vegetation, and other natural features. – This project proposes to preserve 3.4 acres of existing wetland on the property. The road design and building placement minimizes wetland impacts required for the project.
- 1.2 Provision of a variety of housing and community types. – The project proposes small lot single family lots and twinhome buildings which there is a general shortage of within the City.

- 1.3 Provision of recreational amenities including trails and parks. – The Project proposes a small ‘pocket park’ within the development which is for public use. Elements within the park include a playground and swings as well as a ½ court basketball and picnic table and benches. In addition, there is a proposed 5’ foot wide sidewalk from Maple Grove Road running to the north which has the ability to connect to a future City wide trail.

Zoning Analysis:

The PUD process allows the City Council to modify any provisions of the underlying zoning district if the PUD is consistent with the Comprehensive Plan and provides a public benefit. Modifying the standards through the PUD process is appropriate for the development of this project as it seeks to develop a mixed residential use community consisting of small lot single family lots and twinhome properties.

Setbacks

Proposed setbacks vary from the standards of the R-3 Zoning District. Depicted on the attached exhibits, the setbacks reflect a site design that will allow for a creative use of the site subject to existing constraints such as site access.

Typical setback standards in the R-3 Zoning District for single family residential homes and proposed setbacks are shown in Table 1:

Table 1. R-3 Residential Requirements	R-3 Requirement	Proposed Single Family	Proposed Twinhome
Minimum lot area	½ acre (2 units/acre)	6,270 square feet minimum	4,540 square feet minimum
Minimum lot width (at setback line)	100 feet	55 foot minimum	40 foot minimum
Minimum front yard	50 feet from public ROW	20’ minimum from ROW	25’ from ROW
Minimum side yard	10 feet, 25 feet aggregate	7.5 feet minimum, 15 feet aggregate	7.5 feet minimum, 15 feet aggregate
Minimum rear yard	40 feet	40 feet	25’ feet minimum
Roadway ROW width	66 feet	66’ Public ROW – 28’ with curb, gutter and 5’ sidewalk	66’ Public ROW – 28’ with curb, gutter and 5’ sidewalk

Stormwater

The proposed plan shows two stormwater ponds for the development. Stormwater will be collected through a curb and gutter system for the roadway and directed to retention ponds. Most of the stormwater however will sheet flow through yards until it eventually reaches the ponds, ditches, or wetlands. The applicant's engineer is required to provide stormwater calculations for the proposed project which will be reviewed and approved by the City Engineer.

The City will require that both ponds be placed in outlots, with the outlots being dedicated to the City for the ownership and maintenance of the stormwater ponds.

Utilities

The Applicant will connect all lots on the site to City sewer and water systems. The property owner will provide final engineered plans for utility connections prior to beginning such work on the site. Detailed plans for new public utilities will be reviewed and approved by the City Engineer prior to issuance of the building permits. No new public utilities will be accepted by the City until reviewed by the City Engineer and accepted by resolution of the City Council. All new public utilities must be placed in a public utility easement. The applicant is required to pay all applicable connection and availability fees associated with the utility work.

Platting

The Applicant is proposing to divide the property into 36 lots and 3 outlots. The applicant will need to submit a preliminary and final plat prepared by a registered land surveyor for the project.

Driveway, Parking, and Traffic

The Applicant plans to construct a public, 28-foot-wide asphalt roadway with curb and gutter from Maple Grove Road north into the site approximately 1000 feet. This road would have a 66' public right of way associated with it and would generally follow the existing sanitary sewer easement existing on the property. The proposed lots/units will be accessed by another public right of way/road with two intersections to the north/south main road.

City staff has discussed this overall area with the St. Louis County Traffic Engineer. Per their original recommendation, the Pillars of Hermantown project and this proposed project share the same road/intersection with Maple Grove Road in order to minimize the number of intersection points onto Maple Grove Road. As part of the previously approved apartment project, the applicant engaged a Traffic Engineer to conduct a study of the development which is included in the application. Since this proposed project has less lots/units than the previously approved project, there should be less trips associated with the proposed project.

The Applicant is proposing an internal sidewalk system for the project. This sidewalk system will connect to the existing sidewalk along Maple Grove Road and could be extended in the future to the north in order to access a future trail system by the City.

Park Dedication Fees

The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. A park dedication fee of \$1,100 per lot/unit will be paid at the time of final PUD approval. Bedroom fees at the rate of \$150/bedroom will be paid at the time of building permit.

Stormwater Utility Fees

Upon the completion of each new home, the homeowner will be required to pay the monthly stormwater utility fee associated with each parcel for the single family lots and twinhome units.

Wetlands

A wetland delineation was performed in the summer of 2020 in association with the previously submitted development. The plan envisions wetland impacts associated with the road construction, and creation of building pads for 7 individual twinhome units and 1 single family lot. The applicant will be required to submit a wetland impact plan to the Hermantown Technical Evaluation Panel for their review and approval.

Summary

Staff recommends approval of the Preliminary Planned Unit Development (PUD), to construct 18 single family lots and 9 twinhome buildings (18 units) on 13 acres in the R-3 Zoning District at 507x Maple Grove Road with the following conditions:

1. The proposed PUD meets the intent of the R-3, Residential Zoning District, Chapter 11 – Planned Unit Developments, and the overall goals and policies of the Zoning Ordinance.
2. The proposed development meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through enhanced and coordinated development design and a greater variety of housing types in the community.
3. The Planned Unit Development is hereby approved is hereby expressly subject to the following conditions:
 - 3.1 That the Project will be constructed as described in the plans accompanying the Application and the conditions contained herein.
 - 3.2 The Zoning Administrator of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within five (5) days thereafter.
 - 3.3 No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.

- 3.4 Applicant shall grant access to the site at all reasonable times during and after construction to authorized representatives of the City of Hermantown for inspection of the Project to see that the terms of this permit are met.
 - 3.5 Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
 - 3.6 Trees and brush cannot be burned on the property, but may be chipped and shredded.
 - 3.7 An MPCA Stormwater Permit and erosion control measures must be in place prior to the start of operations.
 - 3.8 All utility line easements shall be observed and any encroachment into the utility right-of-way shall only be permitted with the written approval of the utility.
 - 3.9 The Applicant shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site.
4. Dimensional requirements of lots, setbacks, and rights-of-way shall be according to the attached site plan and table 1.

Table 1. R-3 Residential Requirements	R-3 Requirement	Proposed Single Family	Proposed Twinhome
Minimum lot area	½ acre (2 units/acre)	6,270 square feet minimum	4,540 square feet minimum
Minimum lot width (at setback line)	100 feet	55 foot minimum	40 foot minimum
Minimum front yard	50 feet from public ROW	20' minimum from ROW	25' from ROW
Minimum side yard	10 feet, 25 feet aggregate	7.5 feet minimum, 15 feet aggregate	7.5 feet minimum, 15 feet aggregate
Minimum rear yard	40 feet	40 feet	25' feet minimum
Roadway ROW width	66 feet	66' Public ROW – 28' with curb, gutter and 5' sidewalk	66' Public ROW – 28' with curb, gutter and 5' sidewalk

5. The Applicant will have one year from the date of the Preliminary PUD approval to submit a Final PUD application to the City.
6. Applicant to submit preliminary and final construction documents (water, storm sewer, sanitary sewer, roadway, etc.) according to City standards and coordinated with the City Engineer as part of the Final PUD process.
7. Applicant to submit a wetland impact plan to the Hermantown Technical Evaluation Panel for the review and approval of wetland impacts.
8. Installation of water and sanitary sewer shall require the Property Owner to enter into an agreement with the City governing the terms of such work. All utility plans shall be approved by the City Engineer. The City/Developer agreement shall specify the amount of a financial guarantee to be held by the City from the time of commencement of work until such a time as the City is prepared to accept as complete the new public infrastructure. All drainage and utility easements shall have associated easements. The Property Owner shall enter into a Development Agreement with the City for all public utilities
9. The Applicant shall sign a consent form assenting to all conditions of this approval.
10. The Applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
11. The approval made by this resolution extends only to the Project as defined in this resolution.
12. The Applicant to increase side yard setback between units from 7 feet to 10 feet.
13. The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. The Applicant/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Site Location Map
Proposed Site Plan
Single Family Home Example
Proposed Twinhome Building Example

Resolution No. 2024-63

Resolution Approving Preliminary Planned Unit Development For JP Holding Company Development

WHEREAS, JP Holding Company (Applicant) has submitted a complete application (Application) for a preliminary Planned Unit Development (PUD) in association with parcel 395-0010-04130 and 395-0010-04138; and

WHEREAS, the Hermantown Planning and Zoning Commission held a public hearing on the preliminary PUD on February 27, 2024 following notice as required by the City’s Zoning Code; and

WHEREAS, following the public hearing on the preliminary PUD, the Hermantown Planning Commission recommend on a 4-0 vote that the City Council approve the preliminary PUD; and

WHEREAS, the City Council has duly considered this matter and believes that it is in the best interests of the City of Hermantown that the preliminary PUD be approved, subject to certain conditions being met.

NOW THEREFORE, BE IT RESOLVED after due consideration of the entire City file, the testimony at the public hearing and all other relevant matters the City Council hereby makes the following findings related to the Preliminary Planned Unit Development.

A. FINDINGS OF FACT

1. The proposed development plan meets the intent of the R-3, Residential Zoning District and the overall goals and policies of the Zoning Ordinance.
2. The proposed development meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through siting of the buildings in order to protect wetlands.
3. A PUD may be allowed in any zoning district in the City of Hermantown. In addition, all permitted and conditional uses listed in the underlying specific district are allowed in a PUD.
4. The tract of land (“Land”) affected by the Plan is legally described on Exhibit A attached hereto.
5. The Plan includes provisions for the preservation of natural amenities.
6. The Plan appears to harmonize with both existing and proposed development in the area surrounding the project site.

7. The Plan is comprised of at least two and one half (2 ½) acres of contiguous land.
8. The Plan includes residential uses.
9. Maps were provided with the Plan and contained the following:
 - 9.1 The existing topographic character of the land.
 - 9.2 A composite of all natural amenities of the site including steep slopes, drainage ways plus wetlands.
 - 9.3 The size of the site and proposed uses of the land to be developed.
 - 9.4 The density of land use to be allocated to the overall development.
10. The Plan includes the following:
 - 10.1 A statement of the ownership of all land involved in the Planned Unit Development.
 - 10.2 An explanation of the general character of the planned development.
 - 10.3 A general indication of the expected time schedule of development.
11. The approval of the Final Development Plan is subject to the following modifications/conditions:
 - 12.1 The Applicant will cause all buildings within the development to be constructed in accordance with all applicable building and fire codes.
 - 12.2 In order to ensure that the spirit and intent of the Hermantown Zoning Code is met modifications must be made to the Plan and conditions imposed on the development proposed by the Plan.
 - 12.3 Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
 - 12.4 Prior to issuance of a building permit, all necessary permits shall be obtained, including, without limitation, any stormwater permits required by the Minnesota Pollution Control Agency.
 - 12.5 The Applicant will be required to finalize the wetland delineation and identify any proposed wetland impacts associated with the development.
 - 12.6 The Applicant shall describe best management methods that will be used to demarcate and protect wetlands that are located on site, including physically signing

boundaries and providing electronic and GIS information to City documenting the wetland boundaries.

- 12.7 The applicant shall comply with the following conditions during construction:
- a. Development activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10 p.m. and 7 a.m.
 - b. Loud equipment shall be kept as far as possible from adjacent residences.
 - c. The site shall be kept free of dust and debris that could blow onto neighboring properties.
 - d. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
 - e. The City shall be contacted a minimum of 72 hours prior to any work in a public street or right-of-way. Work in a public street shall take place only upon the determination by the Public Works Director that appropriate safety measures have been taken to ensure motorist and pedestrian safety.
 - f. The Zoning Administrator may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.

12.8 The Applicant shall sign a consent form assenting to all conditions of this approval.

12.9 The Applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

13. To accomplish the complex review process for approval of the Plan, the dates and deadlines of Chapter 11, "Planned Unit Developments" were reviewed and requirements met by the Applicant.

14. The approval given by this Resolution is not effective until Applicant executes and delivers an acceptance of the terms and provisions of this Resolution.

15. The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. The Applicant/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.

16. Applicant must pay all costs and expenses incurred by the City, including attorney's fees, planner fees and out of pocket costs incurred by the City.

CONCLUSION

On the basis of the foregoing Findings of Fact, the City Council of the City of Hermantown is hereby resolved as follows:

1. The preliminary PUD meets the intent of the R-3, Residential Zoning District, Chapter 11 – Planned Unit Developments, and the overall goals and policies of the Zoning Ordinance.
2. The preliminary PUD meets the Comprehensive Plan for residential development and standards of a Planned Unit Development by providing public benefit through enhanced and coordinated development design and a greater variety of housing variety in the community.
3. A PUD may be allowed in any zoning district in the City of Hermantown. In addition, all permitted and conditional uses listed in the underlying specific district are allowed in a PUD.
4. The project will be served by public water and sewer which will be constructed by the Applicant. The Applicant/builder will be responsible for any connection of availability fees.
5. The preliminary PUD hereby approved is hereby expressly subject to the following conditions:
 - a. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.
 - b. That the Project will be constructed as described in the plans accompanying the Application and the conditions contained herein.
 - c. The Zoning Administrator of the City of Hermantown shall be notified at least five (5) days in advance of the commencement of the work authorized hereunder and shall be notified of its completion within five (5) days thereafter.
 - d. No change shall be made in the Project without written permission being previously obtained from the City of Hermantown.
 - e. Applicant shall grant access to the site at all reasonable times during and after construction to authorized representatives of the City of Hermantown for inspection of the Project to see that the terms of this permit are met.
 - f. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown.

- g. All utility line easements shall be observed and any encroachment into the utility right-of-way shall only be permitted with the written approval of the utility.
 - h. Trees and brush cannot be burned on the Land, but may be chipped and shredded.
 - i. Erosion control measures must be in place prior to any construction on the Final PUD.
 - j. An MPCA Stormwater Permit and erosion control measures must be in place prior to the start of operations.
 - k. The Applicant shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site.
6. The Applicant will be required to pay park dedication fees consistent with the requirements of the City Zoning Ordinance. The Applicant/builder will be responsible for the \$150/bedroom park dedication at the time of building permit.
 7. Applicant to submit preliminary and final construction documents (water, storm sewer, sanitary sewer, roadway, etc.) according to City standards and coordinated with the City Engineer prior to construction.
 8. Installation of water and sanitary sewer shall require the Applicant to enter into an agreement with the City governing the terms of such work. All utility plans shall be approved by the City Engineer. The Development agreement shall specify the amount of a financial guarantee to be held by the City from the time of commencement of work until such a time as the City is prepared to accept as complete the new public infrastructure. All drainage and utility easements shall have associated easements. The Applicant shall enter into a Development Agreement with the City for all public utilities.
 9. The Applicant is responsible for all City and WLSSD availability, hook-up and CAF fees associated with the PUD.
 10. The Applicant will have one year from the date of the Preliminary PUD approval to submit a Final PUD application to the City.
 11. The Applicant is responsible for all City Engineer and Attorney fees related to the review and approval of the PUD.
 12. The Applicant shall sign a consent form assenting to all conditions of this approval.
 13. The Applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, and Mayor Boucher aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.

LEGAL DESCRIPTION

West ½ of the East ½ of Southwest ¼ of Southwest ¼ of Section 14 Township 50 Range 15

PARCEL: 395-0010-04130

AND

North 750.00 feet of West ½ of East ½ of Southwest ¼ of Southwest ¼ of Section 14 Township 50
Range 15

PARCEL: 395-0010-04138

ACCEPTANCE OF RESOLUTION

JP Holding Company (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

Applicant acknowledges that the failure to comply with all of the modifications and conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, exercise and enforce its rights against the undersigned by instituting any appropriate action or proceeding to prevent, restrain, correct or abate the violation including, without limitation, exercising and enforcing its rights against any security that the undersigned may provide to the City to insure its compliance with the conditions contained in the foregoing Resolution.

Applicant acknowledges that this Resolution shall be recorded with the title to the property described in the text of the Resolution.

IN WITNESS WHEREAS, JP Holding Company has executed this acceptance this ____ day of _____, 2024.

JP Holding Company

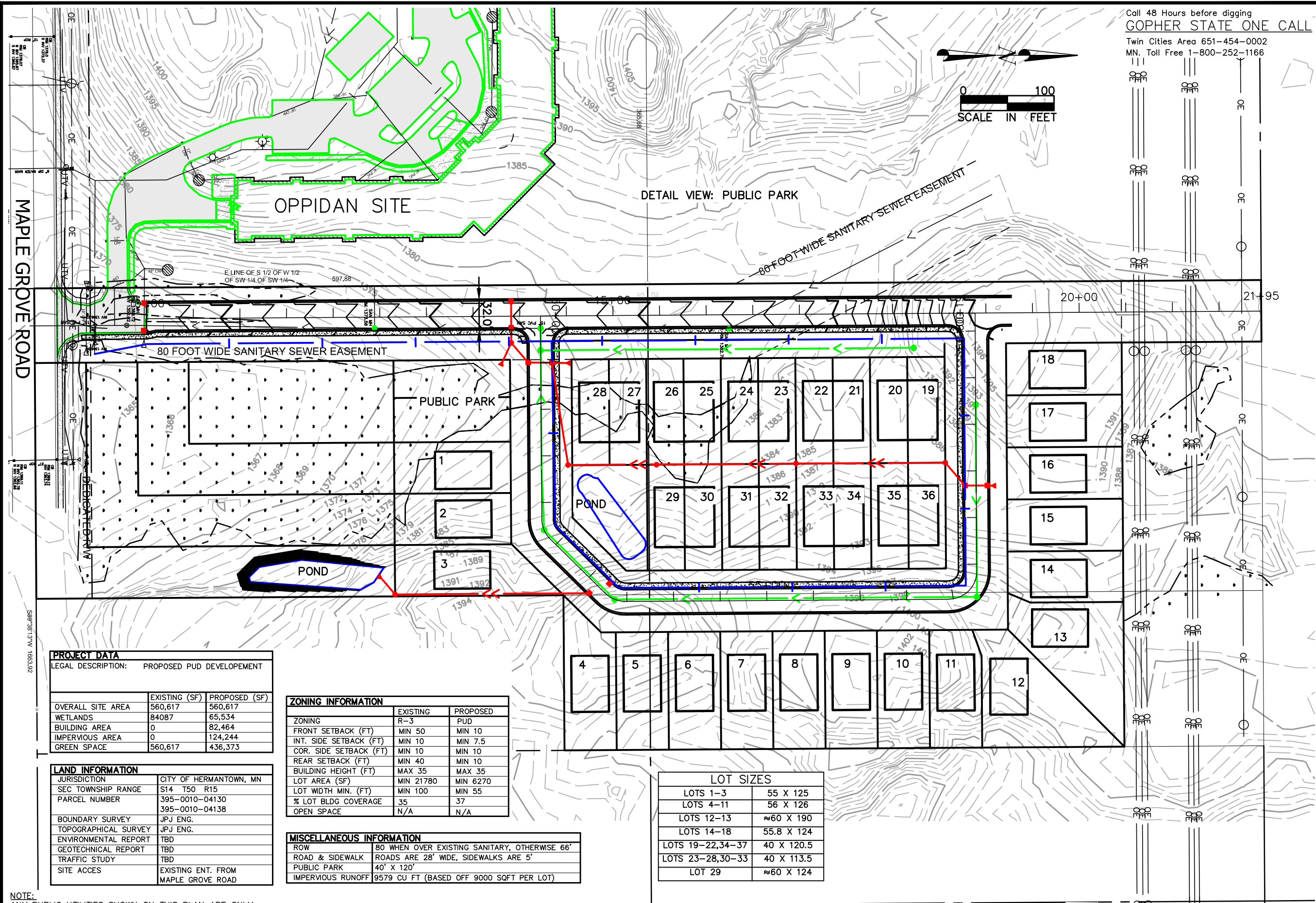
STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by JP Holding Company.

Notary Public

Location Map





Engineering
 Land Surveying
 Site Development

JPJ ENGINEERING, INC
 425 Grant Street
 Hibbing, MN 55746
 (218) 262-5528

5670 Miller Trunk Hwy
 Duluth, MN 55811
 (218) 720-6219

www.jpjeng.com

MAPLE GROVE ROAD
 JAMES PATRICK PROPOSAL
 HERMANTOWN, MINNESOTA

SITE PLAN

REVISION DATE:	DESCRIPTION:

SURVEYED	
DESIGNED	JPJ
DRAWN	
CHECKED	

I hereby certify that this plan 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

DATE _____ LIC. NO. _____

24-280
 PROJECT NO.

C1.00

PROJECT DATA		
LEGAL DESCRIPTION:	PROPOSED PUD DEVELOPMENT	
OVERALL SITE AREA	EXISTING (SF)	PROPOSED (SF)
WETLANDS	84087	65,534
BUILDING AREA	0	82,464
IMPERVIOUS AREA	0	124,244
GREEN SPACE	560,617	436,373

LAND INFORMATION	
JURISDICTION	CITY OF HERMANTOWN, MN
SEC TOWNSHIP RANGE	S14 T50 R15
PARCEL NUMBER	395-0010-04130 395-0010-04138
BOUNDARY SURVEY	JPJ ENG.
TOPOGRAPHICAL SURVEY	JPJ ENG.
ENVIRONMENTAL REPORT	TBD
GEOTECHNICAL REPORT	TBD
TRAFFIC STUDY	TBD
SITE ACCES	EXISTING ENT. FROM MAPLE GROVE ROAD

ZONING INFORMATION		
ZONING	EXISTING	PROPOSED
FRONT SETBACK (FT)	MIN 50	MIN 10
INT. SIDE SETBACK (FT)	MIN 10	MIN 7.5
COR. SIDE SETBACK (FT)	MIN 10	MIN 10
REAR SETBACK (FT)	MIN 40	MIN 10
BUILDING HEIGHT (FT)	MAX 35	MAX 35
LOT AREA (SF)	MIN 21780	MIN 6270
LOT WIDTH MIN. (FT)	MIN 100	MIN 55
% LOT BLDG COVERAGE	35	37
OPEN SPACE	N/A	N/A

MISCELLANEOUS INFORMATION	
ROW	80 WHEN OVER EXISTING SANITARY, OTHERWISE 66'
ROAD & SIDEWALK	ROADS ARE 28' WIDE, SIDEWALKS ARE 5'
PUBLIC PARK	40' X 120'
IMPERVIOUS RUNOFF	9579 CU FT (BASED OFF 9000 SQFT PER LOT)

LOT SIZES	
LOTS 1-3	55 X 125
LOTS 4-11	56 X 126
LOTS 12-13	~60 X 190
LOTS 14-18	55.8 X 124
LOTS 19-22,34-37	40 X 120.5
LOTS 23-28,30-33	40 X 113.5
LOT 29	~60 X 124

NOTE:
 ANY PUBLIC UTILITIES SHOWN ON THIS PLAN ARE ONLY APPROXIMATE IN DEPTH AND LOCATION AND MUST BE VERIFIED BY THE CONTRACTOR.

OTHER UTILITIES MAY EXIST AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SUCH.

NOTE:
 THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY 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."

Feb 09, 2024, 3:51pm
 T:\James Patrick Development\24-280 Arbors of Maple Grove\3.dwg\300\24-280 duplex bo.dwg







CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Jim Crace, Director of Public Safety

SUBJECT: Asset Disposal

RESOLUTION: 2024-64 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

The Chief of Police recommends that the City dispose of a used police vehicle that has passed its useful life. The vehicle is 11 years old and has nearly 100,000 miles. It is past its useful life as a police vehicle. The plan is to trade it in on the purchase of a replacement.

BACKGROUND

The Police Department is purchasing a new squad through Northland Chevrolet on the MN State Bid. Trading the vehicle in helps offset the overall 2024 budget expenditure.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Asset Disposal Form

Resolution No. 2024-64

Resolution Authorizing The Disposal Of Surplus City Property

WHEREAS, the Director of Public Safety of the City of Hermantown is seeking authorization to dispose of city surplus equipment; and

WHEREAS, various vehicles are removed from use through sale or trade-in; and

WHEREAS, the Hermantown City Council deems it appropriate to dispose of such surplus equipment; and

WHEREAS, the Hermantown City Council desires to proceed forward with the disposal of the surplus equipment listed as follows:

A. Asset # 2761 - 2014 Ford Explorer – VIN#1FM5K8ARXEGA60079

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

1. The City Administrator and Director of Public Safety are hereby Authorized and Directed to Proceed to Dispose of Surplus Equipment in the Possession of the City of Hermantown as listed below.
2. All items will be scrapped or discarded by administrative staff in accordance with all applicable laws, rules and regulations.
3. The vehicle has been traded-in. The asset will be removed from inventory.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.

DISPOSITION OR LOSS OF AN ASSET

Disposition of a capitalized asset requires City Council approval prior to disposing the asset. This form should be completed and forwarded to Finance within 2 weeks of the disposition of any capital asset. If this trade in item is included in purchasing a new asset, please note it and complete an acquisition form for that item. Employees and related parties are prohibited from purchasing or receiving City surplus property.

Asset No: 2761

VIN/Serial #: 1FM5K8ARXEGA60079

City ID/Vehicle #: Squad #13

Description: 2014 Ford Explorer

Department: Police

Date of Change: 4/9/24

Type of Change: Disposal- Trade In

Sold (To Whom?): North Country Chevrolet Amount: \$3500

Transferred: _____ To Dept: _____

Trade In: _____ For new asset
(describe) _____

Destroyed: _____ How Disposed? _____

.....
Entered on the Fixed Asset System: Yes or No

Department Head: _____

Finance Dept: _____

Insurance notified?: Yes No N/A Date of notification: _____

Notes: _____



CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Jim Crace, Director of Public Safety

SUBJECT: Squad Purchase

RESOLUTION: 2024-65 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approval of the purchase two Police vehicles:

- 2024 GMC Yukon SLE for \$53,464.60 from North Country Chevrolet
 - 2024 Chevrolet Silverado 1500 Crew for \$49,764.60 from North Country Chevrolet
-

BACKGROUND

We purchase two vehicles per year to keep our fleet in good working condition and to control maintenance costs These are routine replacements of an aging police vehicles. The vehicles are being purchased on the MN State Bid.

SOURCE OF FUNDS (if applicable)

General Fund – Police 101-422100-544

ATTACHMENTS

Resolution
Invoices

Resolution No. 2024-65

Resolution Awarding Contract For A Purchase of Two Police Vehicles In The Amount Of \$103,229.20 Plus Applicable Taxes And Fees

WHEREAS, the City of Hermantown has included two new police vehicles in the 2024 Capital Improvement Plan and Budget; and

WHEREAS, the vehicles desired by the City are:

- 2024 GMC Yukon SLE for \$53,464.60
- 2024 Chevrolet Silverado 1500 Crew for \$49,764.60

WHEREAS the vehicles are available from North Country Chevrolet and are on the “State Contract”; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for the police vehicles to North Country Chevrolet.

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

1. North Country Chevrolet is hereby determined to be able to provide the police vehicles to the City on the State Contract.
2. The price of \$103,229.20 plus applicable taxes and fees for the police vehicles are hereby accepted.
3. Per the 2024 Budget, the funds for the payment of the police vehicles will be paid from General Fund and expensed to 101-422100-544.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.



NORTH COUNTRY CHEVROLET
1502 E HOWARD ST
HIBBING, MN 55746

FLEET TRANSIT TAX

DEAL# : 4004035
CUST# : 46690
Stock #: 98129
Date: 03/15/2024
Salesperson: BOB OHARA

RETAIL PURCHASE AGREEMENT

Purchaser Name: CITY OF HERMANTOWN DOB: N/A D.L.#: N/A
Purchaser Name: N/A DOB: N/A D.L.#: N/A
Address: 5105 MAPLE GROVE RD HERMANTOWN MN 55811 County: N/A
Telephone (1): 218-729-7840 Telephone (2): 218-729-7840 Email: N/A
Insurance Co.: N/A Policy #: N/A

Lienholder: CASH DEAL Lienholder Address: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. Unless otherwise indicated in this Agreement, the Odometer Reading for the Vehicle you are purchasing from us is accurate. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2024	MAKE CHEVROLET	MODEL Silverado 1500	BODY	TRANSMISSION N/A	COLOR DARK ASH MET	INTERIOR JET BLACK
VIN # 3GCUD4EDXRG278129	ODOMETER READING <input type="checkbox"/> Not Accurate 10			LICENSE PLATE NO. N/A	STATE N/A	EXP. DATE N/A
THE VEHICLE IS: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED PRIOR USE DISCLOSURE: <input type="checkbox"/> PRIOR LEASE <input type="checkbox"/> RENTAL <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> OTHER <u>N/A</u>						

WARRANTY STATEMENT
Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties.
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)
The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Vea Párrafo 13.
This Vehicle is being provided to you by our Dealership:
 AS-IS: We expressly disclaim all warranties, express and implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Vehicle and related goods and services is with the Purchaser.
 WITH THE FOLLOWING USED MOTOR VEHICLE LIMITED WARRANTY:
 Less than 36,000 miles, the warranty is for 60 days or 2,500 miles, whichever comes first.
 36,000 to 74,999 miles, the warranty is for 30 days or 1,000 miles, whichever comes first.
Please see the Used Motor Vehicle Limited Warranty. Any implied warranties are limited in duration to the term of the Limited Warranty.
 OTHER: N/A

CASH PRICE OF VEHICLE		49744.60
OTHER GOODS/SERVICES:		N/A
N/A		0.00
N/A		0.00
N/A		0.00
N/A		0.00
N/A	CASH PRICE LESS REBATES:49744.60	N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A

TRADE-IN VEHICLE INFORMATION
YEAR: N/A MAKE: N/A MODEL: N/A
COLOR: N/A ODOMETER READING: N/A
 Not Accurate
VIN#: N/A
LICENSE PLATE: N/A STATE: N/A EXP. DATE: _____
LIENHOLDER: N/A
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES NO

PO # LETTER		TOTAL	49744.60
REGISTRATION TAX	N/A	LESS TRADE-IN ALLOWANCE (-)	N/A
PLATE FEE	N/A	TRADE DIFFERENCE	49744.60
PUBLIC SAFETY VEHICLE FEE	N/A		N/A
TRANSFER TAX	N/A		N/A
TITLE/TRANSFER FEE	N/A	MOTOR VEHICLE SALES TAX	N/A
STATE/DEPUTY FILING FEE	N/A	SERVICE CONTRACT	N/A
TITLE TECHNOLOGY SURCHARGES	N/A	DOCUMENTARY FEE*	N/A
LIEN FEE	N/A	<input type="checkbox"/> OPTIONAL ELECTRONIC TRANSFER FEE	N/A
N/A	N/A	FLEET TRANSIT TAX	20.00
N/A	N/A		N/A
N/A	N/A		N/A
TOTAL LICENSE & FEES			N/A
		SUBTOTAL	49764.60
		LESS CASH SUBMITTED WITH ORDER (-)	N/A
		PLUS BALANCE OWING TO LIENHOLDER ON TRADE-IN (+)	N/A
		TOTAL AMOUNT DUE ON DELIVERY	49764.60

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS
 PLEASE SEE THE DELIVERY CONFIRMATION

*Documentary Fee: This fee may be charged by the Dealership for preparing, handling, and processing documents relating to the closing of a sale. This fee is not an official fee, is not required by law, and may result in a profit for the Dealership.

I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser: _____ Date: 03/15/2024 Accepted by Authorized Dealership Representative: _____ Date: 03/15/2024

North Country

New Squad #53 *161421100 544*

CHEVROLET
 1502 E HOWARD ST PO BOX 528
 HIBBING, MN 55746

BUICK
 PHONE: 218-293-4130

GMC
 EMAIL: RWOHARA01@AOL.COM

Bill To: CITY OF HERMANTOWN #46690
 Address: 5105 MAPLE GROVE RD
 HERMANTOWN MN 55811

Invoice #: HERMANTOWN24-105

Invoice Date: 4/8/2024

JMC 4/9/24

SALES PERSON: ROBERT OHARA

STOCK #	DESCRIPTION	QUANTITY	PO #	UNIT PRICE	PRICE
94361	24 GMC YUKON SLE 1GKS2AKD1RR134361	1	LETTER	\$56,944.60	\$56,944.60
			DOCUMENT FEE:	\$20.00	\$20.00
			TRADE IN VALUE:	\$3,500.00	\$3,500.00
NOTE:					
PAYMENT IS DUE NO LATER THAN 45 DAYS OF INVOICE DATE				TOTAL INVOICE	\$53,464.60



NORTH COUNTRY CHEVROLET
 1502 E HOWARD ST
 HIBBING, MN 55746

FLEET TRANSIT TAX

DEAL# : 4004236
 CUST# : 46690
 Stock # : 94361

Date: 04/08/2024

Salesperson: BOB OHARA

RETAIL PURCHASE AGREEMENT

Purchaser Name: CITY OF HERMANTOWN

DOB: N/A

D.L.#: N/A

Purchaser Name: N/A

DOB: N/A

D.L.#: N/A

Address: 5105 MAPLE GROVE RD HERMANTOWN MN 55811

County: N/A

Telephone (1): 218-729-7840

Telephone (2): 218-729-7840

Email: N/A

Insurance Co.: N/A

Policy #: N/A

Lienholder: CASH DEAL

Lienholder Address:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. Unless otherwise indicated in this Agreement, the Odometer Reading for the Vehicle you are purchasing from us is accurate. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2024	MAKE GMC	MODEL Yukon	BODY UV	TRANSMISSION N/A	COLOR GRAY	INTERIOR JET BLACK
VIN # 1GKS2AKD1RR134361			ODOMETER READING <input type="checkbox"/> Not Accurate 10		LICENSE PLATE NO. N/A	STATE N/A
THE VEHICLE IS: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> PRIOR LEASE <input type="checkbox"/> RENTAL <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> OTHER N/A				

WARRANTY STATEMENT

Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)
 The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Vea Párrafo 13.

This Vehicle is being provided to you by our Dealership:

AS-IS: We expressly disclaim all warranties, express and implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Vehicle and related goods and services is with the Purchaser.

WITH THE FOLLOWING USED MOTOR VEHICLE LIMITED WARRANTY:
 Less than 36,000 miles, the warranty is for 60 days or 2,500 miles, whichever comes first.

36,000 to 74,999 miles, the warranty is for 30 days or 1,000 miles, whichever comes first.
 Please see the Used Motor Vehicle Limited Warranty. Any implied warranties are limited in duration to the term of the Limited Warranty.

OTHER: N/A

CASH PRICE OF VEHICLE	56944.60
OTHER GOODS/SERVICES:	N/A
N/A	0.00
N/A	0.00
N/A	0.00
N/A	0.00
N/A	CASH PRICE LESS REBATES:56944.60
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

TRADE-IN VEHICLE INFORMATION

YEAR: 2014	MAKE: FORD	MODEL: Explorer
COLOR: GRAY	ODOMETER READING: 85934	<input type="checkbox"/> Not Accurate
VIN#: 1FMSK8ARXEGA60079	LICENSE PLATE:	STATE: EXP. DATE:

PO# LETTER		TOTAL	56944.60
REGISTRATION TAX	N/A	LESS TRADE-IN ALLOWANCE (-)	3500.00
PLATE FEE	N/A	TRADE DIFFERENCE	53444.60
PUBLIC SAFETY VEHICLE FEE	N/A		N/A
TRANSFER TAX	N/A		N/A
TITLE/TRANSFER FEE	N/A	MOTOR VEHICLE SALES TAX	N/A
STATE/DEPUTY FILING FEE	N/A	SERVICE CONTRACT	N/A
TITLE TECHNOLOGY SURCHARGES	N/A	DOCUMENTARY FEE*	N/A
LIEN FEE	N/A	<input type="checkbox"/> OPTIONAL ELECTRONIC TRANSFER FEE	N/A
N/A	N/A	FLEET TRANSIT TAX	20.00
N/A	N/A		N/A
TOTAL LICENSE & FEES			N/A
		SUBTOTAL	53464.60
		LESS CASH SUBMITTED WITH ORDER (-)	N/A
		PLUS BALANCE OWING TO LIENHOLDER ON TRADE-IN (+)	N/A
		TOTAL AMOUNT DUE ON DELIVERY	53464.60

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS
 PLEASE SEE THE DELIVERY CONFIRMATION

*Documentary Fee: This fee may be charged by the Dealership for preparing, handling, and processing documents relating to the closing of a sale. This fee is not an official fee, is not required by law, and may result in a profit for the Dealership.

I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser: _____ Date: 04/08/2024
 Purchaser: _____ Date: 04/08/2024
 236 Accepted by Authorized Dealership Representative



CITY COUNCIL MEETING DATE: May 6, 2024

TO: Mayor & City Council

FROM: Paul Senst, Public Works Director

SUBJECT: Purchase of Western Star Plow Truck Chassis and Truck Build

RESOLUTION: 2024-66 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve purchase of Western Star plow truck chassis to Boyer Trucks, and approve upfit of Western Star chassis w/ dumpbox and plowing equipment to Towmaster, Inc.

BACKGROUND

As part of our 2025 Capital Improvement Plan, the Hermantown Public Works has asked to purchase a 2025 Western Star Chassis from Boyer Trucks in Savage, MN. This will replace existing Unit # H2. Unit H2 has reached the end of its useful life as a plow truck for the City of Hermantown's needs.

We are asking to approve the spending of 2025 monies due to lead times in getting the truck chassis. We recommend awarding the purchase of this truck to Boyer Trucks, Savage, MN in the amount of \$161,870.00+ applicable state taxes. This pricing was through the State of MN State Bid system. This is a purchase through Boyer Trucks of Savage, MN as part of the MN State Bid process.

As part of our 2025 Capital Improvement Plan, the Hermantown Public Works Department has asked to purchase a plow truck package from Towmaster Truck Equipment. This equipment will be placed on the 2025 Western Star Chassis above.

We recommend awarding the purchase of this equipment to Towmaster Truck Equipment of Litchfield, MN in the amount of \$205,673.00+ applicable state/federal taxes and fees. This is a purchase through Towmaster as part of the MN State Bid system.

This purchase of this tandem truck chassis and upfit is part of the 2025 Capital Improvement Plan.

SOURCE OF FUNDS (if applicable)

401-431100-543

ATTACHMENTS

Resolution

Boyer Trucks Quote and Specifications

Towmaster, Inc. Quote and Specifications

Resolution No. 2024-66

Resolution Approving Purchase Of Western Star Plow Truck Chassis From Boyer Trucks In The Amount Of \$161,870.00 Plus Applicable Taxes And Fees And Approving Purchase Of Plow Truck Package From Towmaster, Inc. In the Amount Of \$205,673.00 Plus Applicable Taxes And Fees

WHEREAS, the City of Hermantown desires to obtain a plow truck chassis and plow truck package; and

WHEREAS, the plow truck chassis and plow truck package desired by the City are available on the “State Contract;” and

WHEREAS, the 2025 Western Star Chassis will be purchased from Boyer Trucks; and

WHEREAS, the plow truck package will be purchased from Towmaster, Inc.; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the purchase of the 2025 Western Star Chassis to Boyer Trucks, and the purchase of the Plow Truck Package to Towmaster, Inc.

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

1. Boyer Trucks is hereby determined to be able to provide the 2025 Western Star Chassis to the City pursuant to the State Contract.
2. The price for the 2025 Western Star Chassis is \$161,870 plus applicable taxes and fees in accordance with the State Contract is hereby accepted.
3. Per the CIP the funds for the payment of the 2025 Western Star Chassis will be paid from Fund No. 401 and expensed to 401-431100-543.
4. Per the CIP the funds for the payment of the plow truck package will be paid from Fund No. 401 and expensed to 401-431100-543.

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 Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted May 6, 2024.

TANDEM AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME BOYER TRUCKS

MAKE AND MODEL WESTERN STAR 47X

This section for use when ordering		
WB	210"	
CA	128"	Grand Total \$ 152,870.00
AF	60"	Est. Increase \$ 9,000.00
Rear Ratio	4.56	\$ 161,870.00
Cab Color	White w/ flat black hood	
Wheel Color	White	
Notes		

City of Hermantown

Code	Spec #	Description	Qty	2024 Price	Subtotal
	1.0	Price for Base Unit:	1	\$ 103,813.00	\$ 103,813.00
	2.0	FRAME OPTIONS			
556-997	2.3	Deduct for no front bumper	1	\$ (365.00)	\$ (365.00)
551-034	2.4	Frame fastener option (bolt)	1	\$ 267.00	\$ 267.00
MC	2.50	3,216,626 / 26.81 / 120,000 / 98" TO 134"	1	\$ 1,268.00	\$ 1,268.00
549-002	2.116	24 INCH INTEGRAL FRONT FRAME EXTENSION	1	\$ 110.00	\$ 110.00
559-004	2.128	HEAVY DUTY DUCTILE IRON ENGINE CROSSMEMBER	1	\$ 483.00	\$ 483.00
561-001	2.129	STANDARD CROSSMEMBER BACK OF TRANSMISSION	1	\$ 147.00	\$ 147.00
572-082	2.133	STANDARD CAST ALUMINUM REARMOST CROSSMEMBER	1	\$ 21.00	\$ 21.00
565-001	2.147	STANDARD SUSPENSION CROSSMEMBER	1	\$ 5.00	\$ 5.00
6CF-001	2.159	1 MID CHASSIS COMPONENT LOCATION REQUEST	1	\$ 117.00	\$ 117.00
924-007	2.253	LEFT HAND SIDE HEAVY DUTY BRACKETS REQUIRED	1	\$ 12.00	\$ 12.00
928-007	2.261	RIGHT HAND SIDE HEAVY DUTY BRACKETS REQUIRED	1	\$ 12.00	\$ 12.00
	3.0	FRONT AXLE/SUSPENSION/BRAKE/OPTION			
410-001	3.6	Heavy duty front axle shocks	1	\$ 122.00	\$ 122.00
427-001	3.11	Front brake dust shields	1	\$ 31.00	\$ 31.00
536-104	3.12	Dual front auxiliary steering gear	1	\$ 905.00	\$ 905.00
400-1AC	3.26	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	1	\$ 555.00	\$ 555.00
620-043	3.30	9,500# LEFT, 10,500# RIGHT MIXER/PLOW FLAT LEAF FRONT SUSPENSION (20,000#)	1	\$ 400.00	\$ 400.00
619-002	3.43	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION	1	\$ 88.00	\$ 88.00
402-013	3.52	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	1	\$ 291.00	\$ 291.00
419-023	3.61	CONMET CAST IRON FRONT BRAKE DRUMS	1	\$ 37.00	\$ 37.00
405-031	3.70	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS	1	\$ 41.00	\$ 41.00
534-003	3.77	4 QUART POWER STEERING RESERVOIR	1	\$ 25.00	\$ 25.00
533-001	3.78	OIL/AIR POWER STEERING COOLER	1	\$ 58.00	\$ 58.00
40T-003	3.79	SYNTHETIC 40/50W FRONT AXLE LUBE	1	\$ 5.00	\$ 5.00
418-060	3.83	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	1	\$ 300.00	\$ 300.00
		241			
	4.0	4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS			
452-006	4.8	Driver activated differential lock on both front and rear axles	1	\$ 773.00	\$ 773.00

Code	Spec #	Description	Qty	2024 Price	Subtotal
425-002	4.14	Rear brake dust shield	1	\$ 66.00	\$ 66.00
420-111	4.26	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE	1	\$ 2,155.00	\$ 2,155.00
622-298	4.72	TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION	1	\$ 2,304.00	\$ 2,304.00
621-108	4.88	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)	1	\$ 5.00	\$ 5.00
431-003	4.96	AXLE CLAMPING GROUP	1	\$ 5.00	\$ 5.00
624-025	4.98	55 INCH AXLE SPACING	1	\$ 62.00	\$ 62.00
623-006	4.131	FORE/AFT AND TRANSVERSE CONTROL RODS	1	\$ 5.00	\$ 5.00
439-002	4.138	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)	1	\$ 464.00	\$ 464.00
423-085	4.149	MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	1	\$ 317.00	\$ 317.00
434-011	4.157	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)	1	\$ 5.00	\$ 5.00
451-023	4.162	CONMET CAST IRON REAR BRAKE DRUMS	1	\$ 18.00	\$ 18.00
426-1B3	4.173	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS	1	\$ 5.00	\$ 5.00
428-031	4.182	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS	1	\$ 213.00	\$ 213.00
386-089	4.202	SPL250 HT XL DANA SPICER MAIN DRIVELINE	1	\$ 276.00	\$ 276.00
388-012	4.211	SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES	1	\$ 228.00	\$ 228.00
878-023	4.228	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE	1	\$ 5.00	\$ 5.00
87B-008	4.235	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH	1	\$ 5.00	\$ 5.00

5.0 Fifth Wheel options**6.0 TIRES/RIMS OPTIONS:**

498-011	6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	\$ 40.00	\$ 40.00
093-2CC	6.62	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	1	\$ 675.00	\$ 675.00
502-355	6.93	ACCURIDE 41012 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	1	\$ 280.00	\$ 280.00
MC	6.117	FRONT TIRE SURCHARGE - MICHELIN	1	\$ 130.00	\$ 130.00
094-2A7	6.136	MICHELIN XDS2 11R22.5 16 PLY RADIAL REAR TIRES	1	\$ 1,428.00	\$ 1,428.00
505-428	6.179	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS	1	\$ 216.00	\$ 216.00
MC	6.243	REAR TIRE SURCHARGE - MICHELIN	1	\$ 520.00	\$ 520.00

7.0 BRAKE SYSTEM OPTIONS:

477-001	7.33	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS	1	\$ 6.00	\$ 6.00
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8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:

101-3C0	8.7	DETROIT DD13 GEN 5 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM	1	\$ 13,906.00	\$ 13,906.00
99D-027	8.68	EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)	1	\$ 5.00	\$ 5.00
016-1C2	8.72	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	1	\$ 488.00	\$ 488.00
28F-015	8.77	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VISUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH	1	\$ 12.00	\$ 12.00

Code	Spec #	Description	Qty	2024 Price	Subtotal
239-032	8.82	11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT	1	\$ 5.00	\$ 5.00
233-017	8.87	STANDARD CURVE BRIGHT UPPER STACK(S), PER STACK	1	\$ 72.00	\$ 72.00
237-1CR	8.91	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP	1	\$ 5.00	\$ 5.00
242-001	8.112	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD	1	\$ 5.00	\$ 5.00
204-154	8.139	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	1	\$ 101.00	\$ 101.00
215-006	8.189	POLISHING OF FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS	1	\$ 206.00	\$ 206.00
205-002	8.211	CHROME FUEL TANK CAP(S), PER TANK	1	\$ 8.00	\$ 8.00
9.0 ENGINE RELATED OPTIONS:					
014-111	9.39	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR	1	\$ 446.00	\$ 446.00
124-1D7	9.46	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	1	\$ 11.00	\$ 11.00
292-236	9.55	3 DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	1	\$ 225.00	\$ 225.00
289-011	9.85	NON-POLISHED BATTERY BOX COVER WITH TETHER	1	\$ 2.00	\$ 2.00
107-046	9.90	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE	1	\$ 5.00	\$ 5.00
128-002	9.94	JACOBS COMPRESSION BRAKE	1	\$ 81.00	\$ 81.00
273-059	9.100	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE	1	\$ 144.00	\$ 144.00
110-068	9.113	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR	1	\$ 5.00	\$ 5.00
266-109	9.116	1400 SQUARE INCH VOCATIONAL RADIATOR WITH PROTECTION PACKAGE	1	\$ 198.00	\$ 198.00
270-023	9.123	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE	1	\$ 5.00	\$ 5.00
360-013	9.127	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	1	\$ 786.00	\$ 786.00
138-005	9.136	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	1	\$ 18.00	\$ 18.00
166-005	9.143	PHILLIPS-TEMRO 300 WATT/115 VOLT OIL PREHEATER	1	\$ 27.00	\$ 27.00
140-022	9.144	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR	1	\$ 47.00	\$ 47.00
155-076	9.149	DELCO 12V MOD 3.175-39MT+ STARTER WITH ENGINE ECU SOFTWARE PROTECTION AND INTEGRATED MAGNETIC SWITCH	1	\$ 5.00	\$ 5.00
10.0 TRANSMISSION OPTIONS:					
35T-001	10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ -	\$ -
342-1M1	10.12	ALLISON 4000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	1	\$ 11,460.00	\$ 11,460.00
363-001	10.170	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON	1	\$ 56.00	\$ 56.00
345-003	10.186	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED	1	\$ 170.00	\$ 170.00
370-006	10.188	WATER TO OIL TRANSMISSION COOLER	1	\$ 5.00	\$ 5.00
11.0 ELECTRICAL OPTIONS:					
295-029	11.6	Remote jump start terminals	1	\$ 69.00	\$ 69.00
311-001	11.8	OEM daytime running lights	1	\$ -	\$ -
282-003	11.11	Battery box aft of cab	1	\$ -	\$ -
721-021	11.19	87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM	1	\$ 35.00	\$ 35.00
339-005	11.22	AUXILIARY POWER DISTRIBUTION MODULE FOR TEM USE, AUXILIARY EVAULT MOUNTED, FUSE PROTECTED	1	\$ 114.00	\$ 114.00
148-072	11.25	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS	1	\$ 79.00	\$ 79.00

Code	Spec #	Description	Qty	2024 Price	Subtotal
35M-011	11.32	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	1	\$ 102.00	\$ 102.00
6TS-005	11.35	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL	1	\$ 5.00	\$ 5.00
329-129	11.67	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT	1	\$ 97.00	\$ 97.00
4C1-025	11.79	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER	1	\$ 9.00	\$ 9.00
4C2-006	11.83	HARDWIRE SWITCH #2, ON/OFF MOMENTARY, 20 AMPS BATTERY POWER	1	\$ 9.00	\$ 9.00
4C3-017	11.98	HARDWIRE SWITCH #3, ON/OFF LATCHING, 10 AMPS BATTERY POWER	1	\$ 9.00	\$ 9.00
4C4-016	11.102	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER	1	\$ 9.00	\$ 9.00
48H-002	11.107	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS	1	\$ 56.00	\$ 56.00
48C-002	11.135	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS	1	\$ 23.00	\$ 23.00
33M-001	11.190	AUXILIARY POWER NET DISTRIBUTION BLOCK FOR BODY BUILDER USE	1	\$ 208.00	\$ 208.00
293-058	11.191	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	1	\$ 153.00	\$ 153.00
353-074	11.195	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS	1	\$ 73.00	\$ 73.00
34C-011	11.198	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR	1	\$ 49.00	\$ 49.00
	12.0	CAB EXTERIOR OPTIONS:			
726-002	12.1	Dual electric horns	1	\$ 7.00	\$ 7.00
727-012	12.3	Dual rectangular air horns	1	\$ 140.00	\$ 140.00
74B-114	12.4	Fender mirrors per Spec 12.4	1	\$ 156.00	\$ 156.00
MC	12.14	Top of hood painted flat black	1	\$ 837.00	\$ 837.00
754-017	12.21	Front fender extensions	1	\$ 68.00	\$ 68.00
82A-028	12.36	STAINLESS STEEL CAB ACCENT MOLDING	1	\$ 97.00	\$ 97.00
678-066	12.44	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES	1	\$ 107.00	\$ 107.00
327-028	12.61	SWITCH, INDICATOR LIGHT, WIRING AND 6 FEET OF ADDITIONAL CABLE BACK OF CAB/SLEEPER FOR (2) CUSTOMER FURNISHED BEACONS, FOR ROOF LH/RH BACK OF CAB MOUNTING	1	\$ 42.00	\$ 42.00
314-824	12.78	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER	1	\$ 95.00	\$ 95.00
294-1AY	12.90	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS	1	\$ 16.00	\$ 16.00
300-061	12.104	LED REAR FACING TURN SIGNAL LAMPS IN CONVEX MIRROR LENS IN ADDITION TO STANDARD	1	\$ 5.00	\$ 5.00
744-107	12.128	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, TURN SIGNAL, STAINLESS STEEL BACK COVER, AND BLACK C-BAR	1	\$ 97.00	\$ 97.00
764-020	12.159	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	1	\$ 316.00	\$ 316.00
659-006	12.169	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR	1	\$ 9.00	\$ 9.00
647-001	12.171	WHITE WINTERFRONT	1	\$ 38.00	\$ 38.00
	13.0	CAB INTERIOR OPTIONS:			
198-003	13.9	Dash mounted air cleaner air restriction gauge	1	\$ 15.00	\$ 15.00

Code	Spec #	Description	Qty	2024 Price	Subtotal
864-001	13.11	Transmission temp gauges	1	\$ 56.00	\$ 56.00
346-003	13.14	Transmission oil sensor (check & fill)	1	\$ 5.00	\$ 5.00
299-020	13.18	Self canceling turn signals	1	\$ -	\$ -
707-1C4	13.22	CHARCOAL BLACK VINYL UP LEVEL INTERIOR	1	\$ 109.00	\$ 109.00
70K-017	13.24	CARBON WITH PREMIUM TEAK ACCENT	1	\$ 51.00	\$ 51.00
772-035	13.26	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION	1	\$ 74.00	\$ 74.00
785-033	13.33	1 DUAL USB CHARGING OUTLET, (1) LIGHTER OUTLET AND ASH TRAY	1	\$ 18.00	\$ 18.00
170-045	13.67	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY	1	\$ 11.00	\$ 11.00
739-034	13.71	PREMIUM INSULATION	1	\$ 425.00	\$ 425.00
324-1B2	13.74	PREMIUM LED CAB LIGHTING	1	\$ 76.00	\$ 76.00
78G-003	13.77	KEY QUANTITY OF 3	1	\$ 5.00	\$ 5.00
64C-002	13.82	BRIGHT DOOR HANDLES	1	\$ 6.00	\$ 6.00
540-070	13.101	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS	1	\$ 76.00	\$ 76.00
765-021	13.102	DRIVER AND PASSENGER INTERIOR SUN VISORS WITH ILLUMINATED VANITY MIRRORS	1	\$ 16.00	\$ 16.00
87L-001	13.109	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK	1	\$ 5.00	\$ 5.00
870-002	13.111	BRIGHT ARGENT FINISH GAUGE BEZELS	1	\$ 17.00	\$ 17.00
854-001	13.138	ENGINE OIL TEMPERATURE GAUGE	1	\$ 21.00	\$ 21.00
372-123	13.144	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE	1	\$ 11.00	\$ 11.00
746-137	13.187	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	1	\$ 5.00	\$ 5.00
753-007	13.192	AM/FM ANTENNA MOUNTED ON RH SIDE MIRROR	1	\$ 6.00	\$ 6.00
748-045	13.198	UNIDEN BEARCAT 880 FACTORY INSTALLED CB RADIO WITH 10 CHANNEL WEATHERBAND	1	\$ 129.00	\$ 129.00
749-001	13.199	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION	1	\$ 5.00	\$ 5.00
751-001	13.203	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO	1	\$ 6.00	\$ 6.00
752-004	13.204	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD	1	\$ 12.00	\$ 12.00
81Y-005	13.222	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY	1	\$ 7.00	\$ 7.00
482-001	13.224	BW TRACTOR PROTECTION VALVE	1	\$ 70.00	\$ 70.00
883-001	13.229	TRAILER HAND CONTROL BRAKE VALVE	1	\$ 21.00	\$ 21.00
842-006	13.232	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY	1	\$ 5.00	\$ 5.00
882-004	13.235	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR	1	\$ 18.00	\$ 18.00
756-1J6	13.245	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	1	\$ 14.00	\$ 14.00
760-1J5	13.252	BASIC 2.0 HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND TILT	1	\$ 428.00	\$ 428.00
757-002	13.261	BLACK SUSPENSION COVER FOR DRIVER AND PASSENGER SEATS	1	\$ 59.00	\$ 59.00
759-007	13.262	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	1	\$ 38.00	\$ 38.00
758-135	13.269	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO	1	\$ 41.00	\$ 41.00
761-135	13.284	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH EMBROIDERED LOGO	1	\$ 5.00	\$ 5.00
763-1AB	13.294	3 POINT HIGH VISIBILITY ORANGE ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS	1	\$ 22.00	\$ 22.00

Code	Spec #	Description	Qty	2024 Price	Subtotal
	14.0	MN/DOT OPTIONS:			
	15.0	TRAILER TOW OPTIONS:			
019-006	15.1	Trailer tow package extended to rear of frame	1	\$ 250.00	\$ 250.00
914-001	15.28	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS	1	\$ 41.00	\$ 41.00
296-010	15.39	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION	1	\$ 23.00	\$ 23.00
303-025	15.53	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	1	\$ 76.00	\$ 76.00

16.0 MANUALS / INTEREST FEE:**17.0 Delivery Charges:****18.0 Maintenance/ Body Shop Labor rates****19.0 Quantity Discounts:****20.0 Next Model Year Upcharges**



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 86769

**** QUOTATION ****

Ship To: HERMANTOWN, CITY OF 4971 LIGHTNING DRIVE HERMANTOWN MN 55811 USA	Cust: 3327 Phone:	Bill To: HERMANTOWN, CITY OF 5105 MAPLE GROVE ROAD HERMANTOWN MN 55811	Phone:
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ATTN: PAUL SENST

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/09/24	4/09/24	0/00/00

Serial No.

Order Comments: **STATE OF MN CONTRACT #222949 AMENDED**

Build Instructions F.O.B. LITCHFIELD, MN -OR- CUSTOMER LOCATION W/FUEL CHARGES ADDED

Other Instructions **NOTE: PRICING VALID ON ORDERS PLACED BY 2/28/2025**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900094	- Body 146EDGE-SS/CS130-56-36-46 56" 7 ga Stainless Front, 36" 7 ga Stainless Sides w/Board Pockets, 46" 7 ga Stainless Tailgate w/Hardox-450 face, 1/4" Hardox-450 Floor, 8" I-Beam Longsills, Air-trip ready linkage, Underside painted gloss black	\$33,221.00	\$33,221.00
1	9901701	- Installation of Dump Body to hoist	\$2,262.00	\$2,262.00
1	9900145	- Body acc'y TMTE Air trip kit, w/solenoid valve,	\$399.00	\$399.00
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$425.00	\$425.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$796.00	\$796.00
1	9901703	- Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$496.00	\$496.00
1	9900156	- Cabshield, 1/2 type Stationary Free-Standing style,w/plain STAINLESS STEEL canopy, Hot-Dipped Galvanized tubing construction support stand, Slotted Center Viewing Window, (2) shovel holders, & reservoir mounts, Installed.	\$4,551.00	\$4,551.00
1	9900207	- Ladder Flip-A-Way Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed SPECIFY LOCATION HERE: LH FRONT AREA OF SIDE PANEL	\$827.00	\$827.00
1	9900211	- Body acc'y Dual "split" sander manifolds in rear corner posts	\$534.00	\$534.00

---- Continued ----

Accepted by _____

Date _____

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 86769

**** QUOTATION ****

Ship To: HERMANTOWN, CITY OF 4971 LIGHTNING DRIVE HERMANTOWN MN 55811 USA	Cust: 3327 MN 55811	Phone: USA	Bill To: HERMANTOWN, CITY OF 5105 MAPLE GROVE ROAD HERMANTOWN MN 55811	Phone: MN 55811
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ATTN: PAUL SENST

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/09/24	4/09/24	0/00/00

Serial No. _____

1	9904246 - Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2)) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed		\$4,995.00	\$4,995.00
2	9903685 - Light, Warning, Whelen WIONSMA, Amber LED, surface mount, Each, Installed **NOTE: INSTALLED IN FRONT GRILL, WIRED TO OEM DASH SWITCH		\$626.00	\$1,252.00
1	9905778 - Light, Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed		\$1,506.00	\$1,506.00
1	9900267 - Fender set Minimizer M400, for Tandem Axle, black Poly, Installed		\$1,811.00	\$1,811.00
1	9904691 - INSTALLATION of (Initial) Single camera system **NOTE: LOCATED ON RH MICRO-EDGE STROBE TUBE, AIMED FORWARD FOR FRONT WING OPERATION VIEWING, WIRED AS DEFAULT CAMERA.		\$426.00	\$426.00
2	9904692 - Camera System option, NORTECH 9100-2HC 120 degree night vision CCD weather-proof HEATED camera, only GEN 5 6100		\$182.00	\$364.00
2	9904693 - Camera System option, NORTECH 9100-4 Harness, 65' Waterproof GEN 5 6100		\$118.00	\$236.00
1	9904694 - INSTALLATION of Camera, & Harness GEN 5 6100 **NOTE: MOUNTED ON RH REAR CORNERPOST, FLUSH WITH REAR FACE OF POST IN PROTECTIVE GUARD. WIRED TO QUE UP ON REVERSE SIGNAL FOR BACKUP OPERATIONS. ENABLE MANUAL DUAL CAMERA FEATURE IN CONFIG SETTINGS.		\$213.00	\$213.00
1	1941405 - Camera Guard, SS, Bolt-On		\$43.00	\$43.00

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Accepted by _____

Date _____

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Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 86769

**** QUOTATION ****

Ship To: HERMANTOWN, CITY OF 4971 LIGHTNING DRIVE HERMANTOWN MN 55811 USA	Cust: 3327 Phone:	Bill To: HERMANTOWN, CITY OF 5105 MAPLE GROVE ROAD HERMANTOWN MN 55811	Phone:
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ATTN: PAUL SENST

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/09/24	4/09/24	0/00/00

Serial No.	Description	Price	Appx Comp
1 9905502	PreCise ARC Sensor Mount #1126929, only GEN 5 6100	\$60.00	\$60.00
1 9905835	PreCise ARC Sensor #1117640, only, for Wireless GEN 5 CONTROLLER Applications (LESS MTG BRKT), installed INSTALLED	\$734.00	\$734.00
1 9900317	Hoist Towmaster/MAILHOT CS130-5.5-3 DOUBLE ACTING	\$5,034.00	\$5,034.00
1 9901711	Installation of Telescopic DOUBLE acting hoist	\$1,335.00	\$1,335.00
1 9900311	Hoist TMTE 48" Stabilizer	\$2,619.00	\$2,619.00
1 9902503	Installation of TMTE Stabilizer & Safety Props	\$675.00	\$675.00
1 9902983	Wing Falls RHTDL10A/FM-HYDPB Primed LESS CUTTING EDGES	\$13,574.00	\$13,574.00
1 9904688	Wing Falls POST-LESS Toe Lift in lieu of Std Front post/slide system		
1 9900433	Installation Falls TDL/FM Wing - w/Bulkhead Couplers	\$4,758.00	\$4,758.00
1 9900479	Wing Falls Gloss Black - Paint Moldboard	\$447.00	\$447.00
1 9900393	Wing Falls Hyd front post side-shift (no valving)	\$870.00	\$870.00
1 9900567	Plow Hitch Falls 46XB2/STD/STD/SA/SPR-RET/HITCH	\$3,195.00	\$3,195.00
1 9900589	Installation Falls Plow Hitch - 40 Series 3Line/STDBLKHD	\$2,532.00	\$2,532.00
1 9903057	Plow Falls PR1243/SPR-TRP/NOSHU/PRI-E1/10GA LESS CUTTING EDGES	\$9,341.00	\$9,341.00

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Accepted by _____

Date _____

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 86769

**** QUOTATION ****

Ship To:	Cust: 3327	Phone:	Bill To:	Phone:
HERMANTOWN, CITY OF			HERMANTOWN, CITY OF	
4971 LIGHTNING DRIVE			5105 MAPLE GROVE ROAD	
HERMANTOWN	MN 55811	USA	HERMANTOWN	MN 55811

ATTN: PAUL SENST

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/09/24	4/09/24	0/00/00

Serial No.

1 9900619 - Plow Push Unit Falls 20/26/40/46 Series Std	\$1,171.00	\$1,171.00
1 9900637 - Plow Falls High Visibility Marker Set	\$151.00	\$151.00
1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$489.00	\$489.00
1 9900681 - Plow Falls Gloss Black Paint, Rev Plow, w/installation	\$594.00	\$594.00
1 9900730 - Plow Falls SCR-ADJ/SHOE/REV-PLW/STD	\$865.00	\$865.00
1 9900757 - Hitch TMTE Heavy Duty plate assembly,	\$723.00	\$723.00
1 9901716 - Hitch Installation of Pup Hitch (weld in style)	\$1,132.00	\$1,132.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: FLUSH WITH REAR TIRE FACE.		
1 9900764 - Hitch PREMIER 2300 Air Cushion Pintle, installed	\$1,235.00	\$1,235.00
**NOTE: 22" GROUND TO SADDLE OF PINTLE HOOK		
1 9902493 - Hitch 7 contact Standard Round Pin Std socket installed	\$164.00	\$164.00
1 1984878 - ALUM chipper topper - - For Edge FSC OR FSS Body	\$7,616.00	\$7,616.00
1 9903207 - Sander Swenson AUGER STYLE EVA100-14-54 STAINLESS STEEL V-Box Complete	\$26,045.00	\$26,045.00
**NOTE: TO BE LOWEST MOUNTING HEIGHT AS POSSIBLE. NO RISERS UNDER V-BOX IF POSSIBLE FOR SLIP IN APPLICATION.		
1 9903213 - Sander Swenson UP CHARGE SINGLE AUGER TO DUAL AUGER	\$5,312.00	\$5,312.00
1 9904206 - Sander Swenson SS 2-225 GAL V-BOX TANK OPTIONS	\$4,304.00	\$4,304.00
1 9904996 - Sander Swenson HYDRAULIC SPRAY SYSTEM FOR V-BOX TANKS AND MOUNTING NOT INCLUDED	\$4,035.00	\$4,035.00

*** Continued ***

Accepted by

Date

250

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 86769

**** QUOTATION ****

Ship To: HERMANTOWN, CITY OF 4971 LIGHTNING DRIVE HERMANTOWN MN 55811 USA	Cust: 3327 MN 55811	Phone: USA	Bill To: HERMANTOWN, CITY OF 5105 MAPLE GROVE ROAD HERMANTOWN MN 55811	Phone: MN 55811
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ATTN: PAUL SENST

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/09/24	4/09/24	0/00/00

Serial No. [REDACTED]

1 9904208 - Sander Swenson 2 V-BOX TANK SYSTEM FACTORY INSTALLED	\$716.00	\$716.00
1 9901732 - Sander Install V-Box (as Slide-In) into Dump Body	\$2,629.00	\$2,629.00
1 9900852 - Valve System, Force Add-A-Fold MCV-ISO Valve 10 Functions , INSTALLED **NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING PUSH-BAR, WING FRT POST SIDE SHIFT, SANDER AUGERS, SANDER SPINNER, & PRE-WET PUMP.	\$19,617.00	\$19,617.00
1 9902497 - Control System Force ULTRA-4-6100 Commander control, Installed	\$15,168.00	\$15,168.00
1 9904952 - Control Add-on Force 5100/6100 Pre-wet Feedback Harness Kit	\$203.00	\$203.00
1 9900882 - Reservoir TMTE Cabshield mt (stainless steel) w/intank filter INCLUDED, installed	\$4,641.00	\$4,641.00
1 9900888 - Pump Force FASD45L LS (6 ci) installed	\$6,015.00	\$6,015.00
1 9900893 - Valve Force Cable pull-off (for use w/telescopic hoist) installed	\$715.00	\$715.00
1 9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$258.00	\$258.00
1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$317.00	\$317.00
1 9905014 - Hydraulic Valve Hose Guard installed	\$389.00	\$389.00
1 9900927 - Air Bag Canadian Load-Share kit, manual adj., Western Star and Mack	\$1,602.00	\$1,602.00

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Accepted by _____

Date _____

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Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 86769

**** QUOTATION ****

Ship To:	Cust: 3327	Phone:	Bill To:	Phone:
HERMANTOWN, CITY OF			HERMANTOWN, CITY OF	
4971 LIGHTNING DRIVE			5105 MAPLE GROVE ROAD	
HERMANTOWN	MN 55811	USA	HERMANTOWN	MN 55811

ATTN: PAUL SENST

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/09/24	4/09/24	0/00/00
Serial No.					

1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel
 Body Structure; 5 yr Whelen LED Light Systems;
 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd,
 FALLS Snow Equip, Tele Hoists, and all other items.



Accepted by _____

Date _____



Price: \$205,637.00

Total Discounts:

Net Cost: \$205,637.00

Freight

Total: \$205,637.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.