



## **Hermantown City Council Meeting - Monday, March 17, 2025**

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/84078859840?pwd=gdzulpoWGasJaJw0UETb1i79ad3D9k.1>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 840 7885 9840 and the passcode of Hermantown.

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](mailto: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, March 17, 2025 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.

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**City Council Meeting Monday, March 17, 2025 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, March 17, 2025 at 4:30 p.m.  
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, March 17, 2025 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**

7. **PRESENTATIONS**

A. **Preliminary 4th Quarter Financials**

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

B. **Preliminary Engineering - Lightning Drive**

David Bolf, City Engineer  
*(Pre-Agenda Only)*

C. **ADA Proposal**

David Bolf, City Engineer  
*(Pre-Agenda Only)*

8. **PUBLIC DISCUSSION**

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

9. **MOTIONS**

A. Appointment of the following to a three-year term:

**Planning & Zoning Commission**

- Amanda Radzak *(Pending Interview)*
- Ryan Johnson *(Pending Interview)*

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 March 3, 2025 City Council Continuation Minutes [8](#)
- B. **Accounts Payable** - Approve general city warrants from March 1, 2025 through March 15, 2025 in the amount of \$1,627,565.96 [16](#)

11. **ORDINANCES**

12. **RESOLUTIONS**

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

- A. **2025-49 Resolution Authorizing The Director Of Finance & Administration To Amend Selected Budgets And Make Transfers** [22](#)  
  
*(motion, roll call)*
- B. **2025-50 Resolution Approving Moreton Capital Markets, LLC As Designated Depository** [26](#)  
  
*(motion, roll call)*
- C. **2025-51 Resolution Authorizing And Directing Mayor And City Clerk To Execute Amendment To Engineering Agreement For Consulting Services With Short Elliot Hendrickson (Independent Contractor)** [62](#)  
  
*(motion, roll call)*
- D. **2025-52 Resolution Authorizing The Payment Of \$11,100.00 To William Marsolek And Stacie Marsolek For Eminent Domain Damages In Court File 69DU-CV-25-322** [71](#)  
  
*(motion, roll call)*
- E. **2025-53 Resolution Authorizing The City Of Hermantown To Sponsor An Application For A Minnesota GreenCorps Host Site For 2025-2026** [87](#)  
  
*(motion, roll call)*
- F. **2025-54 Resolution Authorizing the City Of Hermantown To Sponsor A Grant Funding Request Via Legislative-Citizen Commission On Minnesota Resources (LCCMR) Program Associated With The Construction of 2026 Segments Of The City Of Hermantown Community Connector Trail** [93](#)  
  
*(motion, roll call)*

- G. **2025-55 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With Independent School District No. 700** [97](#)

*(motion, roll call)*

- H. **2025-56 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With The Hermantown Youth Soccer Association** [104](#)

*(motion, roll call)*

- I. **2025-57 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Sponsorship/Naming Rights Agreement For Fichtner Park** [110](#)

*(motion, roll call)*

13. **CLOSED SESSION**

- A. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes § Section 13D.05 Subd. 3 (b) (3) to develop or consider offers or counteroffers for the purchase of real property. Following this closed session, the Hermantown City Council will re-convene in an open session.

*(motion, roll call)*

14. **RECESS**

# City of Hermantown

As of 12/31/2024

## Cash/Investments per Fund

City Sales Tax Fund	9,055,204
Water Fund	6,409,948
Sewer Fund	7,526,643
General Fund	8,448,094
Other Funds	27,615,739
Total	59,055,628

## Who holds our money

4M	5,613,081
RBC	24,843,847
NBC	15,890,944
Pershing/Ehler's	12,707,756
Total	59,055,628

## How our money is invested















	<u>12/31/2024</u>
Cash	11,635,080
Short Term Inv (Money Market)	5,613,081
Short Term Inv (CD)	4,255,863
Inv - Bonds CRI and Htown Rd Projs	12,707,756
Long Term Investment	24,843,847
Total	59,055,628

## Year(s) our Investments mature

2024	4,505,151
2025	7,656,114
2026	4,673,924
2027	4,454,566
2028 & Later	7,553,394
Total	29,099,710

# City of Hermantown

## Select Departmental and Funds Expenditure Actual to Budget Report (Preliminary)

		TARGET (Q4 2024 )	ACTUAL (Q4 2024)	PERCENT UNDER (OVER)
Administration & Finance		671,724	632,852	6%
Community Development		359,086	310,732	13%
Police Administration		3,448,425	3,565,361	(3%)
Fire Administration		798,525	761,001	5%
Street Dept. (Incl. Gen Eng)		874,883	835,916	4%
Parks		149,988	155,783	(4%)
Capital Equipment Transfer		535,000	535,000	0%
Facilities		413,368	404,715	2%
Other		959,561	597,122	38%
<b>General Fund Expenditure Total</b>		<b>8,210,560</b>	<b>7,798,482</b>	<b>5%</b>
Water		2,166,014	1,874,919	13%
Sewer		2,059,984	1,888,821	8%
Stormwater		925,788	620,278	33%
City Sales Tax Revenue *		3,300,000	3,591,065	9%
Community Recreation Initiative Sales Tax Revenue *		1,650,000	1,795,533	9%

\* Sales tax revenue - Tax revenues earned in month 1 are remitted to the State in month 2.

In Month 3 the State disburses to Municipalities. Due to this lag, we estimated the last few months so this is an estimated twelve month number

**CITY OF HERMANTOWN**

**City Council Meeting**

Monday, March 3, 2025

6:30 PM Central

**MEETING CONDUCTED IN PERSON & VIA ZOOM**

Mayor Wayne Boucher: Present

Councilor John Geissler: Present

Councilor Andy Hjelle: Present

Councilor Brian LeBlanc: Present

Councilor Joseph Peterson: Present

**CITY STAFF:** John Mulder, City Administrator; Alissa McClure, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Assistant City Administrator; Chad Ronchetti, Economic Development Director; Gunnar Johnson, City Attorney

**VISITORS:** 40

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

Alyssa Lovdahl of 5338 Rose Road appeared before the Council to ask that they amend the zoning code to allow for accessory dwelling units.

6. **COMMUNICATIONS**

A. Correspondence 25-23 through 25-34 placed on file

7. **PRESENTATIONS**
8. **PUBLIC DISCUSSION**
9. **MOTIONS**
10. **CONSENT AGENDA**



- A. **Minutes** - Approval or correction of February 18, 2025 City Council Continuation Minutes
- B. **Accounts Payable** - Approve general city warrants from February 16, 2025 through February 28, 2025 in the amount of \$2,051,313.85

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

Councilor Andy Hjelle:        Yea

Councilor Brian LeBlanc:    Yea

Councilor John Geissler:     Yea

Councilor Joseph Peterson:   Yea

Mayor Wayne Boucher:       Yea

Yea: 5, Nay: 0

#### 11. **ORDINANCES**

- A. **2025-09 An Ordinance Amending And Restating Chapter 15, Floodplain Management Regulations, Of The Hermantown Zoning Code**

*(second reading)*

*(motion, roll call)*

Motion to approve 2025-09 An Ordinance Amending And Restating Chapter 15, Floodplain Management Regulations, Of The Hermantown Zoning Code. This motion, made by Councilor Joseph Peterson and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle:        Yea

Councilor Brian LeBlanc:    Yea

Councilor John Geissler:     Yea

Councilor Joseph Peterson:   Yea

Mayor Wayne Boucher:       Yea

Yea: 5, Nay: 0

#### 12. **RESOLUTIONS**

A. **2025-42 Resolution Authorizing A Summary Of An Ordinance Amending Hermantown Zoning Code Of Ordinances By Amending And Restating Chapter 15, Floodplain Management Regulations**

*(motion, roll call)*

Motion to approve 2025-42 Resolution Authorizing A Summary Of An Ordinance Amending Hermantown Zoning Code Of Ordinances By Amending And Restating Chapter 15, Floodplain Management Regulations. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

B. **2025-43 Resolution Approving Tentative Agreement And Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreements With Operating Engineers Local 49 For The Period Of January 1, 2025 Through December 31, 2027**

*(motion, roll call)*

Motion to approve 2025-43 Resolution Approving Tentative Agreement And Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreements With Operating Engineers Local 49 For The Period Of January 1, 2025 Through December 31, 2027. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

**C. 2025-44 Resolution Approving Change Order Numbers 16, 17, & 18 (KA Change Order #5) For The NorthStar Ford Arena In The Amount Of \$103,441.29**

*(motion, roll call)*

Motion to approve 2025-44 Resolution Approving Change Order Numbers 16, 17, & 18 (KA Change Order #5) For The NorthStar Ford Arena In The Amount Of \$103,441.29. This motion, made by Councilor Andy Hjelle and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

**D. 2025-45 Resolution Approving Pay Request Number 9 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$831,259.33**

*(motion, roll call)*

Motion to approve 2025-45 Resolution Approving Pay Request Number 9 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$831,259.33. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

E. **2025-46 Resolution Approving Preliminary Planned Unit Development For Soumis Construction Development**

*(motion, roll call)*

The following spoke in ***opposition*** to the project, stating traffic concerns, loss of privacy, and a risk for property value decrease:

Darryl Liskowski of 4254 Heartwood Lane  
John Bonte of 4280 Heartwood Lane  
Dan Iverson of 4277 Heartwood Lane  
David Herstad of 4283 Heartwood Lane

The following spoke in ***favor*** of the project, stating the need for workforce housing, and the need to address the housing crisis:

Rachel Johnson of 5702 Oneida Street, representing APEX  
Michael Pearson of 3231 E 4<sup>th</sup> Street, representing APEX  
Kimberly Parmeter, President of the Hermantown Area Chamber of Commerce  
Ty Sundberg, CEO of J&Rs

Motion to approve 2025-46 Resolution Approving Preliminary Planned Unit Development For Soumis Construction Development. This motion, made by Councilor John Geissler and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle:      Nay

Councilor Brian LeBlanc:      Nay

Councilor John Geissler:      Yea

Councilor Joseph Peterson:      Yea

Mayor Wayne Boucher:      Yea

Yea: 3, Nay: 2

F. **2025-47 Resolution Requesting A Free Conveyance Of A Tax-Forfeit Parcel For City Trail System**

*(motion, roll call)*

Motion to approve 2025-47 Resolution Requesting A Free Conveyance Of A Tax-Forfeit Parcel For City Trail System. This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

G. **2025-48 Resolution Authorizing Application For A Local Housing Trust Funds Grant From Minnesota Housing Finance Agency In An Amount Of Up To \$150,000**

*(motion, roll call)*

Motion to approve 2025-48 Resolution Authorizing Application For A Local Housing Trust Funds Grant From Minnesota Housing Finance Agency In An Amount Of Up To \$150,000. This motion, made by Councilor John Geissler and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

13. **CLOSED SESSION**

- A. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes § Section 13D.05 Subd. 3(b)(3) to develop or consider offers or counteroffers for the purchase of real property. Following this closed session, the Hermantown City Council will re-convene in an open session.

*(motion, roll call)*

Motion to recess at 7:28 p.m. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes § Section 13D.05 Subd. 3(b)(3) to develop or consider offers or counteroffers for the purchase of real property. Following this

closed session, the Hermantown City Council will re-convene in open session. This motion, made by Councilor Joseph Peterson and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

Motion to reconvene into open sessions at 8:23 p.m. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

#### 14. **RECESS**

Motion to recess at 8:23 p.m. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

ATTEST:

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Mayor

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City Clerk

**CITY OF HERMANTOWN**

CHECKS #71867-71919  
03/01/2025 - 03/15/2025

PAYROLL CHECKS

Electronic Checks - #-64723-64767 \$100,232.59

Electronic Checks - #-64716 \$1,080.17

LIABILITY CHECKS

Electronic Checks - #-64768-64769 \$94,290.80

Electronic Checks - #-64717-64722 \$75,149.06

Electronic Checks - #-64713-64715 \$574.59

Checks - #71918-71919 \$2,826.30

**PAYROLL EXPENSE TOTAL \$274,153.51**

ACCOUNTS PAYABLE

Checks - #71867-71917 \$332,247.38

Electronic Payments #-98198-98219 \$1,021,165.07

**ACCOUNTS PAYABLE TOTAL \$1,353,412.45**

**TOTAL \$1,627,565.96**



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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Jan Firstbank Card Heinbuch	224.44	-98220
101	421100	Police Administration	FIRST BANKCARD	Jan Firstbank Card Heinbuch	38.98	-98220
601	494300	Water Distribution	FIRST BANKCARD	Jan Firstbank Card Senst	-489.86	-98220
101	421100	Police Administration	FIRST BANKCARD	Jan Firstbank Card Pernu	28.30	-98220
101	421100	Police Administration	FIRST BANKCARD	Jan Firstbank Card Ross	81.00	-98220
101	421100	Police Administration	FIRST BANKCARD	Jan Firstbank Card Salo	380.00	-98220
101	422100	Fire Administration	FIRST BANKCARD	Jan Firstbank Card Graves	969.60	-98220
101	422100	Fire Administration	FIRST BANKCARD	Jan Firstbank Card Graves	39.00	-98220
101	422100	Fire Administration	FIRST BANKCARD	Jan Firstbank Card Graves	72.85	-98220
101	431100	Street Department	FIRST BANKCARD	Jan Firstbank Card Senst	32.61	-98220
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Jan Firstbank Card Heinbuch	0.99	-98220
101	422100	Fire Administration	FIRST BANKCARD	Jan Firstbank Card Graves	4,967.51	-98220
101	422100	Fire Administration	FIRST BANKCARD	Jan Firstbank Card Johnson	174.00	-98220
101	415300	Administration & Finance	FIRST BANKCARD	Jan Firstbank Card Orme	15.65	-98220
101	415300	Administration & Finance	FIRST BANKCARD	Jan Firstbank Card Mulder	1,170.00	-98220
260	456101	Cable	FIRST BANKCARD	Jan Firstbank Card Dwyer	79.95	-98220
603	441100	Storm Water	FIRST BANKCARD	Jan Firstbank Card Senst	39.98	-98220
101	431901	City Garage	FIRST BANKCARD	Jan Firstbank Card Heinbuch	18.98	-98220
101	422100	Fire Administration	FIRST BANKCARD	Jan Firstbank Card Graves	127.92	-98220
602	494500	Sewer Maintenance	FIRST BANKCARD	Jan Firstbank Card Senst	419.65	-98220
601	494300	Water Distribution	FIRST BANKCARD	Jan Firstbank Card Senst	124.14	-98220
101	421100	Police Administration	FIRST BANKCARD	Jan Firstbank Card Ross	35.00	-98220
601	494300	Water Distribution	FIRST BANKCARD	Jan Firstbank Card Senst	214.49	-98220
101	421100	Police Administration	FIRST BANKCARD	Jan Firstbank Card Heinbuch	53.30	-98220
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan Firstbank Card Senst	10.88	-98220
601	494400	Water Administration and General	FIRST BANKCARD	Jan Firstbank Card Orme	5.88	-98220
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan Firstbank Card Orme	5.88	-98220
601	494400	Water Administration and General	FIRST BANKCARD	Jan Firstbank Card Senst	10.88	-98220
101	421100	Police Administration	FIRST BANKCARD	Jan Firstbank Card Ross	24.00	-98220
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Jan 2025 Water Charges	98,796.15	-98219
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C458 Feb25	117.87	-98218
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	24.73	-98217
605	431160	Street Lighting	MN POWER	Street Lights	811.35	-98217
605	431160	Street Lighting	MN POWER	Traffic Lights	952.89	-98217
605	431160	Street Lighting	MN POWER	Overhead St Lights (33 @ \$10.2	519.39	-98217
605	431160	Street Lighting	MN POWER	Street Lights	443.98	-98217
605	431160	Street Lighting	MN POWER	Street Lights	478.75	-98217
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	167.20	-98217

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
605	431160	Street Lighting	MN POWER	Street Lights	515.48	-98217
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	109.72	-98217
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	2,263.27	-98217
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	3,539.98	-98217
602	494900	Sewer Administration and General	MN POWER	Sewer	796.19	-98217
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	151.57	-98217
101	431901	City Garage	MN POWER	4971 Lightning Dr	418.00	-98217
275	452200	Community Building	MN POWER	4289 Ugstad Rd/EWC	11,838.66	-98217
101	452200	Community Building	MN POWER	Community Bldg	788.08	-98217
275	452200	Community Building	MN POWER	EWC Garage	24.66	-98217
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	250.80	-98217
101	452100	Parks	MN POWER	Parks	299.43	-98217
601	494400	Water Administration and General	MN POWER	Water	989.81	-98217
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	57.54	-98217
101	422901	Firehall #1 Maple Grove Road	DOORCO, INC.	Door Openers for Mayo EMS	750.00	-98216
101	415300	Administration & Finance	BLACK MOUNTAIN SOFTWARE INC	Annual Service & Support 2025	16,929.60	-98215
602	494900	Sewer Administration and General	BLACK MOUNTAIN SOFTWARE INC	Annual Service & Support 2025	8,464.80	-98215
603	441100	Storm Water	BLACK MOUNTAIN SOFTWARE INC	Annual Service & Support 2025	4,232.40	-98215
601	494400	Water Administration and General	BLACK MOUNTAIN SOFTWARE INC	Annual Service & Support 2025	8,464.80	-98215
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Cable Ties	25.65	-98214
101	431901	City Garage	DOORCO, INC.	Repair Door 8 - PW	1,535.00	-98213
412	419100	Community Development	GEI CONSULTANTS, INC.	Keene Creek Trail	3,681.72	-98212
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal Feb 2024 -	192.35	-98211
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling Feb 2025-129	376.86	-98211
603	441100	Storm Water	LHB INC	Hermantown Bridge Safety	2,119.50	-98210
603	441100	Storm Water	LHB INC	Hermantown Rocky Run Creek Bri	1,093.50	-98210
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Transmission Codes 2020 624	200.67	-98209
601	494300	Water Distribution	MENARD INC	Therm/Hygro	11.96	-98208
101	422100	Fire Administration	MENARD INC	Scoop	89.97	-98208
601	494300	Water Distribution	MENARD INC	Garage Heater	74.99	-98208
101	421100	Police Administration	NASCAR TOWING, LLC	Towing - ICR# 25020713	65.00	-98207
101	431901	City Garage	NORTHERN DOOR & HARDWARE INC	Keys	50.50	-98206
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Air Hose Fittings	69.34	-98205
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Sander Light	64.50	-98205
101	421100	Police Administration	NORTHLAND FIRE & SAFETY INC	Extinguisher	46.40	-98204
101	424100	Building Inspection	VC3, INC.	Replacement Laptop - Heinbuch	289.49	-98203
601	494300	Water Distribution	WATER CONSERVATION SERVICE, INC	Leak Locates	1,328.45	-98202
101	431100	Street Department	WINTER EQUIPMENT COMPANY	Plow Cutting Edge - H7	1,004.10	-98201

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Mar - Clinton Jone	84.39	-98200
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Mar - Kristi Hanse	816.12	-98200
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Mar - Clinton Jone	759.51	-98200
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Mar - Kristi Hanse	90.68	-98200
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	447.34	-98199
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	1,650.44	-98199
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	17.48	-98199
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	894.92	-98199
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimbursement	751.81	-98199
415	465200	Community Development	KRAUS-ANDERSON CONSTRUCTION COMPANY, INC	Hermantown Hockey Arena	311,949.35	-98198
415	465200	Community Development	KRAUS-ANDERSON CONSTRUCTION COMPANY, INC	Hermantown Hockey Arena	519,309.98	-98198
101	422100	Fire Administration	ASPEN MILLS	Uniform Pants	63.95	71867
101	422100	Fire Administration	ASPEN MILLS	High VIZ Jackets	4,306.00	71867
416	452100	Parks	BEACON ATHLETICS, LLC	Batting Cage/Storage Bench	17,185.00	71868
416	452100	Parks	BEACON ATHLETICS, LLC	Grand Slam Above Ground System	9,970.00	71868
101	214500	Escrow Deposits Payable	BOCHARTDT, LUKE	ErosionControl/Fill Permit Ref	500.00	71869
101	431100	Street Department	BOYER TRUCKS INC	Coolant Line - H4	127.96	71870
401	431100	Street Department	BOYER TRUCKS INC	Western Star Plow Truck Chassi	174,892.20	71870
412	419100	Community Development	CARLSON, ROBERT A	Permanent Trail Easement	1,600.00	71871
101	214500	Escrow Deposits Payable	CHS SUPERIOR LANDSCAPING, LLC	Escrow Deposit Refund	500.00	71872
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	30.72	71873
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	71873
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	110.92	71873
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	38.86	71873
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.25	71873
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	58.54	71873
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.25	71873
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	71873
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	71873
101	214500	Escrow Deposits Payable	COSGROVE, JAMES	Erosion Control/Fill Permit Re	500.00	71874
101	214500	Escrow Deposits Payable	DIRT INC	Erosion Control/Fill Permit Re	500.00	71875
101	421100	Police Administration	DRYER & PETERSON, P.C.	Prosecution Services Jan 2025	6,751.46	71876
601	220100	Refund Payable	DUGAN, SAMANTHA	Overpayment Refund Acct0469-04	52.59	71877
350	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2024 Debt Study	590.00	71878
412	419100	Community Development	FAIRBANKS, STEVE	Permanent Trail Easement	5,000.00	71879
101	422100	Fire Administration	FIRE SAFETY USA	Ladder 1 Repair	2,271.50	71880

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	220100	Refund Payable	HANSON, AURORA	Refund Overpayment-Acct1329-03	69.08	71881
101	411100	Council	HJELLE, ANDREW	Mileage - SLC Days	210.00	71882
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Jan	11,680.00	71883
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Dec	7,937.50	71883
101	419901	City Hall & Police Building Maintenance	IMPERIALDADE	Mop/Liners	329.05	71884
101	214500	Escrow Deposits Payable	KTM PAVING INC	Erosion Control/Fill Permit Re	500.00	71885
601	220100	Refund Payable	KUKLIS, KEVIN	Overpayment Refund-Acct3534-01	249.65	71886
101	421100	Police Administration	LEADS ONLINE	Software fee 01/15/25-01/14/26	3,106.00	71887
601	220110	Water Test Fee Payable	MN DEPARTMENT OF HEALTH	Water Supply Serv Connect fee	5,795.55	71888
101	421100	Police Administration	MN DEPARTMENT OF PUBLIC SAFETY	Dangerous Dog Signs	107.80	71889
101	422100	Fire Administration	MN FIRE SERVICE CERTIFICATION BOARD	Fire I/II testing x 4 people	1,048.00	71890
101	422100	Fire Administration	MN STATE FIRE DEPARTMENT ASSOCIATION	MSFDA Membership Dues 2025	290.00	71891
603	441100	Storm Water	MN TROUT UNLIMITED	Contribution for Keene Creek C	50,000.00	71892
101	424100	Building Inspection	NAPA AUTO PARTS	H-28 Maintenance	70.65	71893
101	431100	Street Department	NAPA AUTO PARTS	Coolant for H-4	155.28	71893
412	419100	Community Development	NEUMANN, HARLAN GERALD	Permanent Trail Easement	2,050.00	71894
230	465100	HEDA	NORTH SHORE DEVELOPMENT CO.	Consulting Services	2,550.00	71895
602	494500	Sewer Maintenance	NORTHSTAR FORD	Door Latch - H22	98.01	71896
101	431901	City Garage	O'DAY EQUIPMENT, LLC	Multi Plane Swivel	69.35	71897
101	431100	Street Department	POMP'S TIRE SERVICE INC	Grader Maint	443.18	71898
601	220100	Refund Payable	PRATT, SALLY	Refund Overpayment Acct1934-05	35.16	71899
412	419100	Community Development	ROWE, JOHNNIE L	Permanent Trail Easement	3,000.00	71900
603	441100	Storm Water	RSPT C/O S ST LOUIS SWCD	RSPT Membership for 2025	1,100.00	71901
412	419100	Community Development	SAFEGUARD QBS	1099-S FORMS	35.00	71902
101	214500	Escrow Deposits Payable	SANTIKKO, MACK	Escrow Deposit Refund	500.00	71903
412	419100	Community Development	SHORT ELLIOTT HENDRICKSON INC	Keene Creek Trail Hydraulics	6,186.23	71904
101	214500	Escrow Deposits Payable	SINNOTT BLACKTOP, LLC	Refund Escrow Deposit	500.00	71905
601	220100	Refund Payable	SRAMEK, FRANK	Refund Overpayment Acct0686-01	27.57	71906
603	441100	Storm Water	ST LOUIS COUNTY AUDITOR	Keene Creek LOMR SP069-656-018	402.50	71907
412	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Easement- Nickles HT Trail	92.00	71908
101	214500	Escrow Deposits Payable	STAUBER, JOHN	Escrow Deposit Refund	500.00	71909
101	422903	Firehall #3 Midway Road	SUPERIOR FUEL COMPANY	Propane FH #3	1,260.34	71910
603	441100	Storm Water	TAPCO INC.	Replacement Base	386.03	71911
101	421100	Police Administration	THOMSON REUTERS - WEST	Clear Subscription - Jan 24	173.25	71912
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter	51.26	71913
101	421100	Police Administration	TROY'S SERVICE CENTER	Brakes - SQD 21	404.10	71913
101	421100	Police Administration	TROY'S SERVICE CENTER	Tires - SQD 19	753.12	71913
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 22	134.56	71913

3/12/2025

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	UNITED RENTALS (NORTH AMERICA) INC	Light Plant Rental - Water Bre	924.00	71914
101	431100	Street Department	UNITED TRUCK BODY COMPANY INC	Cutting Edges H-26	626.22	71915
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Feb 2025 Bill Print	574.52	71916
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Feb 2025 Bill Print	574.51	71916
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Feb 2025 Bill Print	574.51	71916
101	411100	Council	WICKLUND, JOE	Hotel - Hjelle	200.21	71917
101	417200	Communications	WICKLUND, JOE	SLC Days Supplies	172.02	71917
101	417200	Communications	WICKLUND, JOE	Food/Mileage/Hotel	681.24	71917
230	465100	HEDA	WICKLUND, JOE	Hotel - Ronchetti	309.78	71917
101	415300	Administration & Finance	WICKLUND, JOE	Hotel - Mulder	189.23	71917
Totals: 160 records printed					1,353,412.45	



**CITY COUNCIL MEETING DATE:** March 17, 2025

**TO:** Mayor & City Council

**FROM:** Kevin Orme, Director of Finance & Administration

**SUBJECT:** Budget Amendments & Transfers

---

☒ **RESOLUTION:** 2025-49      ☐ **ORDINANCE:**      ☐ **OTHER:**

---

## REQUESTED ACTION

Approve amending items in the 2024 and 2025 budget per our policy and approve transfers between funds as of December 31, 2024.

---

## BACKGROUND

After reviewing the 2024 budget to actual numbers and our Budget Amendment Policy, I am recommending the following budget amendments for 2024 and 2025. In addition, I am recommending the below actual transfers between funds as of 12/31/24.

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.

### 2024 Budget Amendments

Fund	Account	Object	Amount increased	Account String	Note
General	City Hall Maint	Equip Maint	16,000.00	101-419901-404	
General	Police	Wages	141,000.00	101-421100-101	Incentive pay; Wage Study
HEDA	Transfer Out		55,399.00	230-495000-720	Transfer to Affordable Housing Fund
Cable TV	Cable	Computer Equip	27,000.00	260-456101-209	AV Matrix, Camera's at Fitchner
EWC	Community Bldg	Electricity	63,000.00	275-452200-381	Budget exp to equal Revenue
Street Lighting	Street Lighting	Improvements	29,000.00	605-431160-530	MN Power - Fitchner
ARPA	Transfer Out		93,350.00	245-495000-720	Transfer to Fitchner

### 2025 Budget Amendments

Fund	Account	Object	Amount increased	Account String	Note
HEDA	HEDA	Contracted Svcs	200000	230-465100-319	Uptown Urban Design



## Transfers between funds

Fund	Account	Object	Transfer out & Inc	Account String	Note
HEDA	HEDA		(55,399.00)	230-495000-720	Per Resolution
Housing Trust			55,399.00	232-392010	Per Resolution
ARPA			(93,350.53)	245-495000-720	Remaining ARPA funds
Fichtner Field			93,350.53	416-392010	Remaining ARPA funds

---

## SOURCE OF FUNDS (if applicable)

See above

---

## ATTACHMENTS

Resolution

## Resolution No. 2024-49

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

WHEREAS, the City completed several projects and had expenditures during 2024 and 2025 that were not anticipated in the 2024 and 2025 Budgets, and

WHEREAS, the City Administrator has reviewed the 2024 Budgets for 2024 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 2024 and 2025 Budgets and authorize transfers as follows:

#### **2024 Budget Amendments**

Fund	Account	Object	Amount increased	Account String	Note
General	City Hall Maint	Equip Maint	16,000.00	101-419901-404	
General	Police	Wages	141,000.00	101-421100-101	Incentive pay; Wage Study
HEDA	Transfer Out		55,399.00	230-495000-720	Transfer to Affordable Housing Fund
Cable TV	Cable	Computer Equip	27,000.00	260-456101-209	AV Matrix, Camera's at Fitchner
EWC	Community Bldg	Electricity	63,000.00	275-452200-381	Budget exp to equal Revenue
Street Lighting	Street Lighting	Improvements	29,000.00	605-431160-530	MN Power - Fitchner
ARPA	Transfer Out		93,350.00	245-495000-720	Transfer to Fitchner

#### **2025 Budget Amendment**

Fund	Account	Object	Amount increased	Account String	Note
HEDA	HEDA	Contracted Svcs	200000	230-465100-319	Uptown Urban Design

#### **Transfers between funds**

Fund	Account	Object	Transfer out & Inc	Account String	Note
HEDA	HEDA		(55,399.00)	230-495000-720	Per Resolution
Housing Trust			55,399.00	232-392010	Per Resolution
ARPA			(93,350.53)	245-495000-720	Remaining ARPA funds
Fichtner Field			93,350.53	416-392010	Remaining ARPA funds

---

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_

and the following voted in opposition thereto:

Councilors \_\_\_\_\_



WHEREUPON, such resolution was declared duly passed and adopted March 17, 2025.



**CITY COUNCIL MEETING DATE:** March 17, 2025

**TO:** Mayor & City Council

**FROM:** Kevin Orme, Director of Finance & Administration

**SUBJECT:** Additional Depository

---

☒ **RESOLUTION:** 2025-50      ☐ **ORDINANCE:**      ☐ **OTHER:**

---

**REQUESTED ACTION**

Approve Moreton Capital Markets, LLC as an additional Depository

---

**BACKGROUND**

The City of Hermantown normally approves depositories for City cash and investments the first City Council Meeting of the year. After meeting with Moreton Capital Markets, we are recommending them as another option for our investments. Moreton would provide us tools like an analytical investment review and free training. Moreton is an approved depository in other MN cities such as Duluth, New Brighton, and Apple Valley.

---

**SOURCE OF FUNDS (if applicable)**

N/A

---

**ATTACHMENTS**

Resolution  
Moreton Capital Markets

**Resolution No. 2025-50**

**Resolution Approving Moreton Capital Markets, LLC As Designated Depository**

WHEREAS, the City of Hermantown has an investment policy; and

WHEREAS, the City of Hermantown desires to have multiple Depositories to have options to prudently invest the Cities funds; and

WHEREAS, Moreton Capital Markets, LLC has knowledge and expertise in helping municipalities invest money; and

WHEREAS, this Council deems it advisable for this municipality to add Moreton Capital Markets, LLC as an approved Depository;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

This municipality is authorized to invest monies with Moreton Capital Markets, LLC as an approved Depository.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_

and the following voted in opposition thereto:

Councilors \_\_\_\_\_

WHEREUPON, such resolution was declared duly passed and adopted on March 17, 2025.



**We go the extra mile to bring the capital markets to you.**

Moreton Capital Markets is a registered broker-dealer serving institutional investors. Our business is built on a foundation of superior customer service. We are dedicated to understanding your investment needs and providing real value-added service. Our consultative approach incorporates Wall Street expertise, Main Street sensibilities, and confident recommendations to guide you through the investment process. We build long-term relationships because we go the extra mile to ensure you receive the highest quality service and support.

Our firm has a contractual agreement with RBC Correspondent Services® to serve as our clearing firm. Client assets are held by RBC Capital Markets, LLC.®. For more information on RBC and this relationship, please see our website: [www.MoretonCM.com](http://www.MoretonCM.com)

**PRODUCTS**

- US Treasuries
- Government agencies
- Municipal bonds
- Corporate bonds (fixed and floating)
- Commercial paper
- Brokered CDs
- Exchange traded funds
- Money market mutual funds

**SERVICES**

- Analytic reporting
- Custody and safekeeping
- In person meetings to review needs
- Product and market education

**TYPICAL CLIENTS**

- Corporations
- Municipalities
- Cities, counties, and states
- Special districts
- School districts
- Utilities
- Credit unions
- Community banks
- Insurance companies
- Universities and higher education
- Hospitals and health care
- Non-profits
- Investment Advisers

Lynn Cornwell

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Investment Products are Not FDIC Insured, Not Guaranteed, and May Lose Value.

Moreton Capital Markets, LLC is a broker-dealer registered with the SEC and a member of FINRA and SIPC. MCM privacy policy and business continuity plan can be found on our website [www.moretoncm.com](http://www.moretoncm.com). Moreton Capital Markets is a separate entity from Moreton & Co., an insurance business started in 1910 serving organizations across the United States. Moreton Capital Markets has some common ownership with Moreton & Company.



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2/24/2025

General Rates	
First American Gov. MMF	4.2869
First American Treas. MMF	4.2642
Prime Rate	7.5
Effective Fed Funds	4.33

Treasury Bills	
1-month	4.19
3-month	4.15
6-month	4.13
9-month	3.95
12-month	3.92

Treasury Notes	
2-Year	4.12
3-Year	4.12
5-Year	4.18
7-Year	4.26
10-Year	4.34

Agency Disco's	
30-Day	4.20
60-Day	4.19
90-Day	4.17
120-Day	4.15
180-Day	4.1
270-Day	4.02

Agency Bullets	
1-Year	4.12
2-Year	4.17
3-Year	4.22
5-Year	4.27
7-Year	4.57
10-Year	4.55

Agency Callables	
1.5-yr, 3 mo	4.50
3-yr, 6 mo	4.65
5-yr, 9 mo	4.87
7-yr, 1 yr	5.18
10-yr, 1 yr	5.38
20-yr, 3 yr	5.50

Brokered CDs	
6-Month	4.30
1-Year	4.35
2-Year	4.25
3-Year	4.45
5-Year	4.50

Muni Taxable G.O. A+, A, A-	
1-Year	4.33
2-Year	4.44
3-Year	4.45
4-Year	4.41
5-Year	4.49

Muni Tax-Exempt AAA	
1-Year	4.33
2-Year	4.44
3-Year	4.45
4-Year	4.41
5-Year	4.49

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*Moreton Capital Markets, LLC is a member of FINRA and SIPC.*

**Investments: Agencies NOT FDIC insured • May lose value • No bank guarantee**



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### Reference List

Anoka County	Cory Kampf	763-324-1751	<a href="mailto:cory.kampf@co.anoka.mn.us">cory.kampf@co.anoka.mn.us</a>
Carlton County	Kelly Lampel	218-384-9129	<a href="mailto:kelly.lampel@co.carlton.mn.us">kelly.lampel@co.carlton.mn.us</a>
City of Alexandria	Jane Blade	320-759-3625	<a href="mailto:jblade@alexandriamn.city">jblade@alexandriamn.city</a>
City of Apple Valley	Ron Hedberg	952-953-2540	<a href="mailto:rhedberg@ci.apple-valley.mn.us">rhedberg@ci.apple-valley.mn.us</a>
City of Dayton	Zach Doud	763-323-4010	<a href="mailto:zdoud@cityofdaytonmn.com">zdoud@cityofdaytonmn.com</a>
City of Detroit Lakes	Heidi Tumberg	218-846-7124	<a href="mailto:htumberg@cityofdetroitlakes.com">htumberg@cityofdetroitlakes.com</a>
City of Duluth	Josh Bailey	218-730-5350	<a href="mailto:jbailey@duluthmn.gov">jbailey@duluthmn.gov</a>
City of Inver Grove Heights	Amy Hove	651-450-2521	<a href="mailto:ahove@invergroveheights.org">ahove@invergroveheights.org</a>
City of Maplewood	Joe Rueb	651-249-2902	<a href="mailto:ellen.paulseth@maplewood.mn.gov">ellen.paulseth@maplewood.mn.gov</a>
City of Marshall	E.J. Moberg	507-337-6160	<a href="mailto:e.j.moberg@ci.marshall.mn.us">e.j.moberg@ci.marshall.mn.us</a>
City of New Brighton	Gina Foschi	651-638-2105	<a href="mailto:gina.foschi@newbrightonmn.gov">gina.foschi@newbrightonmn.gov</a>
City of New Ulm	Nicole Jorgensen	507-233-2119	<a href="mailto:nicolej@newulmmn.gov">nicolej@newulmmn.gov</a>
City of North St. Paul	Dan Winek	651-747-2427	<a href="mailto:daniel.winek@northstpaul.org">daniel.winek@northstpaul.org</a>
City of Sartell	Rob Voshell	320-258-7318	<a href="mailto:rob.voshell@sartellmn.com">rob.voshell@sartellmn.com</a>
City of St. Joseph	Lori Bartlett	320-363-7201	<a href="mailto:lbartlett@cityofstjoseph.com">lbartlett@cityofstjoseph.com</a>
City of Waconia	Nicole Meyer	952-442-3108	<a href="mailto:nmeyer@waconia.org">nmeyer@waconia.org</a>
MnCCC	Mike Fox	651-917-6969	<a href="mailto:mike@mnccc.org">mike@mnccc.org</a>
Morrison County	Shannon Coyle	320-632-0153	<a href="mailto:shannonc@co.morrison.mn.us">shannonc@co.morrison.mn.us</a>
Ramsey County	Jeanette Boit-Kania	612-266-8057	<a href="mailto:jeanette.boit-kanie@co.ramsey.mn.us">jeanette.boit-kanie@co.ramsey.mn.us</a>
Sibley County	Marilee Peterson	507-237-4070	<a href="mailto:marileep@co.sibley.mn.us">marileep@co.sibley.mn.us</a>
Stevens County	Stephanie Buss	320-208-6566	<a href="mailto:stephanie@co.stevens.mn.us">stephanie@co.stevens.mn.us</a>

## Fixed Income Analysis

Prepared for: Sample Entity - Data as of 9/30/24

10/18/2024

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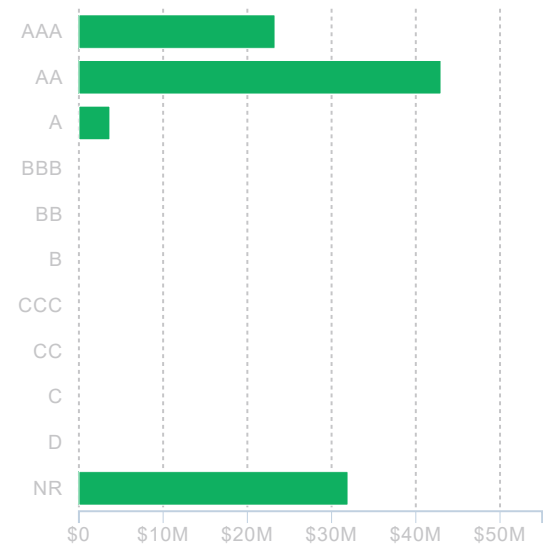


PORTFOLIO SUMMARY

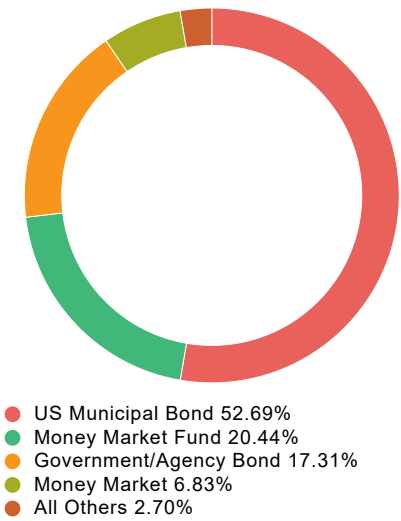
PORTFOLIO STATISTICS

GENERAL	
# of Positions	159
Total Par	101,958,401
Total Market Value	\$101,919,745
Total Accrued Interest	\$676,909
Cash	\$0
Portfolio Value	\$102,596,655
Callable %	6.83%
AVERAGES	
Maturity	10/23/2026 (2.01 Yrs)
Duration	1.790
Coupon	3.367
Price	79.728
Yield to Worst	4.168
Yield to Maturity	3.993
INCOME	
Next 12 Months	\$2,343,309
Annualized Gross Income	\$2,673,635
Unrealized Gain/Loss	-\$521,666

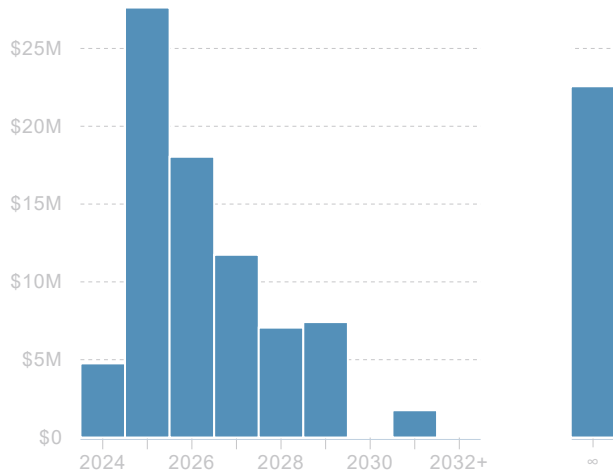
RATING DISTRIBUTION



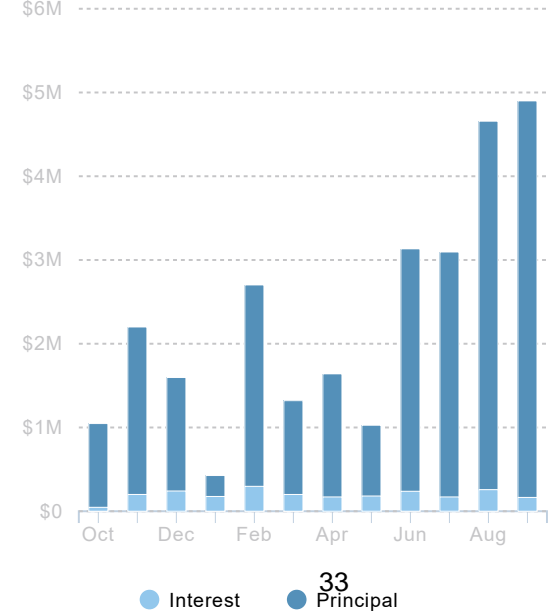
ASSET TYPE DISTRIBUTION



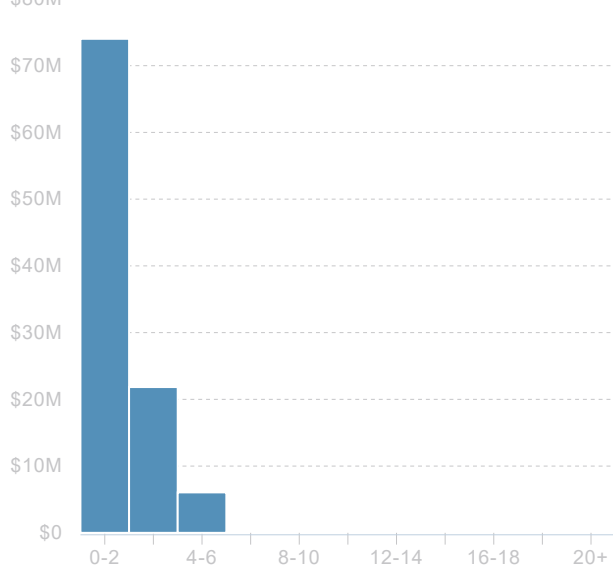
MATURITY DISTRIBUTION



UPCOMING CASH FLOWS



DURATION DISTRIBUTION

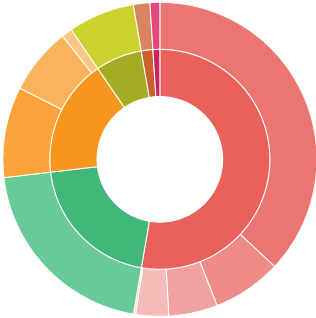


PORTFOLIO STATISTICS

GENERAL		AVERAGES		INCOME	
# of Positions	159	Maturity	10/23/2026 (2.01 Yrs)	Coupon	3.367
Total Par	101,958,401	Years to Worst	12/13/2032 (8.15 Yrs)	Annualized Gross Income	\$2,673,635
Total Market Value	\$101,919,745	Duration	1.790	CREDIT QUALITY	
Total Accrued Interest	\$676,909	Convexity	0.060	% Non-rated	31.35%
Portfolio Value	\$102,596,655	YIELD		Top Issuer (% and Issuer)	17.63% HHHOFWG66
		Yield To Worst	4.168	Top Obligor (% and Obligor)	7.35% Federal Home Loan Banks
		Yield To Maturity	3.993		
		Yield To Call	4.873		
		Acquisition Yield	3.239		

ASSET TYPE DISTRIBUTION

SUMMARY



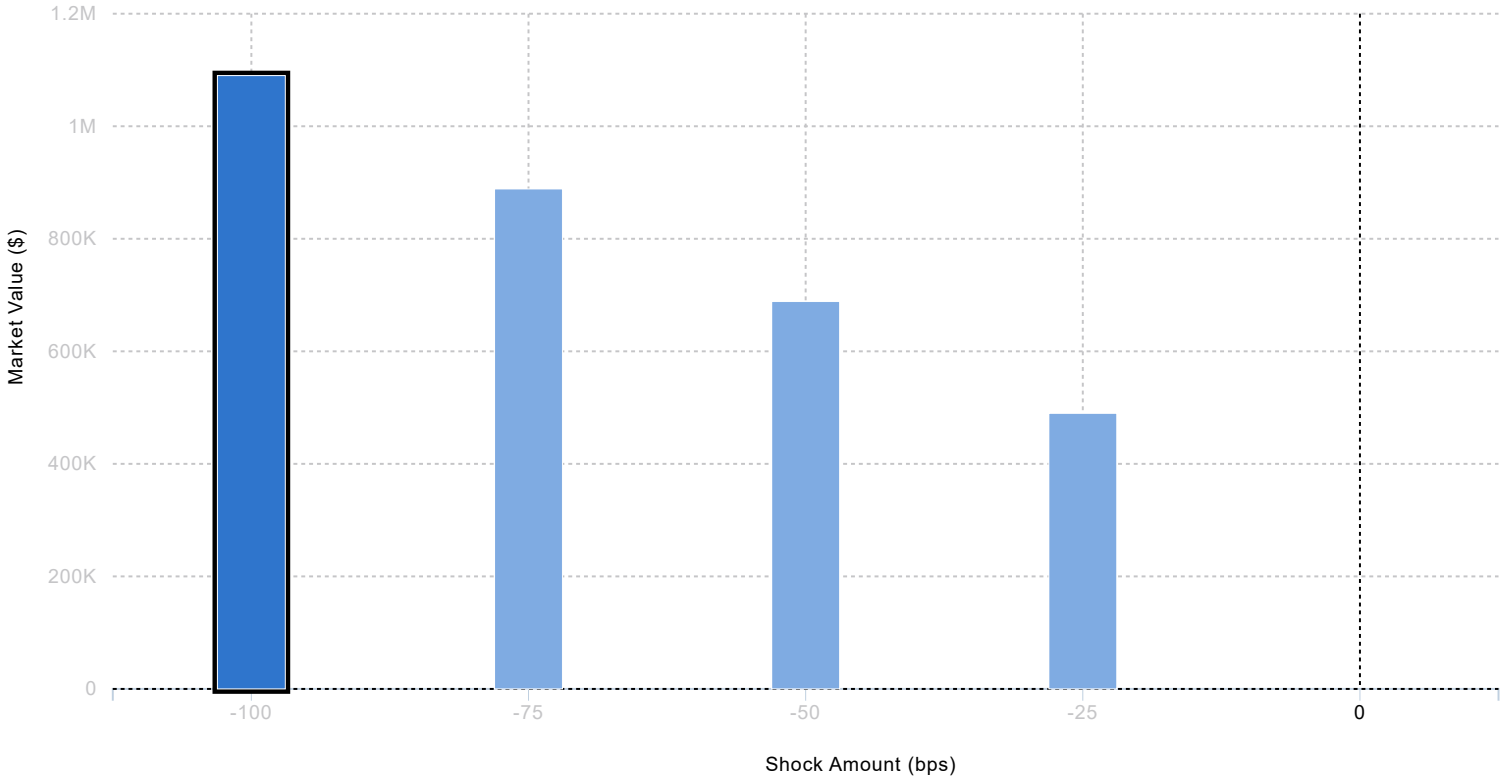
Asset Type	Market Value	Market Value (%)	Annualized Income	Positions
▼ US Municipal Bond	\$53,705,753	52.69	\$1,783,311	105
● Unlimited G.O.	\$37,662,393	36.95	\$1,136,984	71
● Double barreled	\$7,246,336	7.10	\$284,215	15
● Revenue	\$5,123,837	5.02	\$221,053	10
● Limited G.O.	\$3,449,367	3.38	\$132,800	8
● Special assessment	\$223,818	0.21	\$8,257	1
▼ Money Market Fund	\$20,838,401	20.44	\$0	3
● Unknown	\$20,838,401	20.44	\$0	3
▼ Government/Agency Bond	\$17,650,465	17.31	\$656,750	18
● Bond	\$9,527,625	9.34	\$359,000	10
● Note	\$7,010,520	6.87	\$235,250	7
● FNMA Benchmark Issues	\$1,112,320	1.09	\$62,500	1
▼ Money Market	\$6,964,116	6.83	\$185,424	29
● Corporation	\$6,964,116	6.83	\$185,424	29
▼ Other	\$1,730,030	1.69	\$0	3
● Unknown	\$1,730,030	1.69	\$0	3
▼ Mortgage-Backed Security	\$1,030,980	1.01	\$48,150	1
● National Government Agency	\$1,030,980	1.01	\$48,150	1
Totals:	\$101,919,745	100.00	\$2,673,635	159

TOP 5 OBLIGORS

SUMMARY

Obligor Name	# Securities	# Positions	Par Value / Par Value %	Market Value / Market Value %
Federal Home Loan Banks	8	8	7,500,000 7.35	\$7,497,245 7.35
United States Treasury Notes	5	5	5,000,000 4.90	\$5,047,080 4.95
NEW YORK N Y	4	4	2,905,000 2.84	\$2,869,360 2.81
Federal Farm Credit Banks	2	2	2,000,000 1.96	\$2,030,380 1.99
MINNESOTA ST HSG FIN AGY	4	4	1,990,000 1.95	\$2,017,784 1.97
Totals:	23	23	19,395,000	\$19,461,850
			19.02	19.09

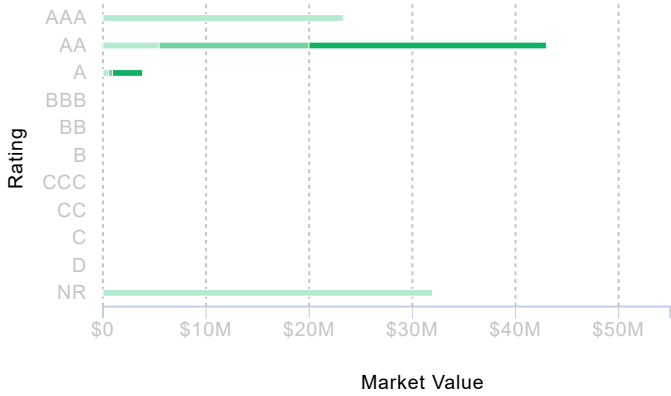
SHOCK ANALYSIS



SUMMARY

Event Type	Before	After (-100 bps)	Change (Actual)	Change (%)
Average Price	99.911	101.301	1.390	1.39
Average Yield	3.978	2.889	-1.088	-27.37
Average OAD	1.789	1.558	-0.230	-12.87
Market Value	\$78,320,334	\$79,410,373	\$1,090,039	1.39

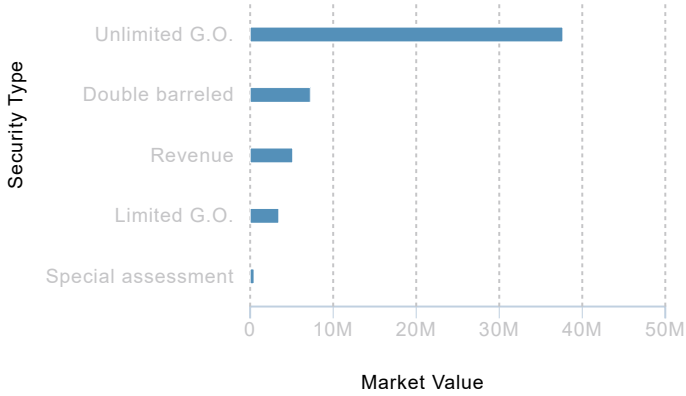
RATING DISTRIBUTION



SUMMARY

Rating	Market Value	Market Value (%)
AAA	\$23,288,844	22.85
AA	\$42,995,829	42.18
A	\$3,680,144	3.61
BBB	\$0	0.00
BB	\$0	0.00
B	\$0	0.00
CCC	\$0	0.00
CC	\$0	0.00
C	\$0	0.00
D	\$0	0.00
NR	\$31,954,926	31.35
Totals:	\$101,919,745	100.00

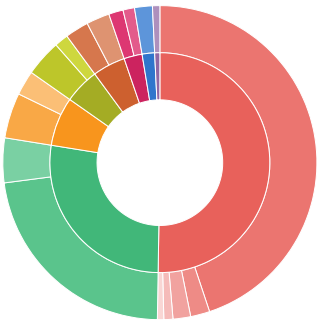
MUNICIPAL SECURITY TYPE DISTRIBUTION



SUMMARY

Security Type	Market Value	Market Value (%)
Unlimited G.O.	\$37,662,393	70.12
Double barreled	\$7,246,336	13.49
Revenue	\$5,123,837	9.54
Limited G.O.	\$3,449,367	6.42
Special assessment	\$223,818	0.41
Totals:	\$53,705,753	100.00

MUNICIPAL PURPOSE CLASS DISTRIBUTION



SUMMARY

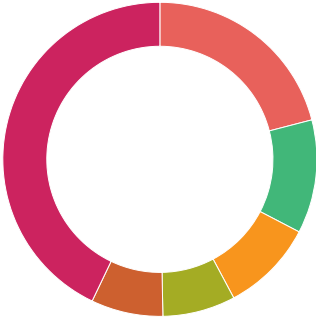
Municipal Purpose Class	Market Value	Market Value (%)
State/Local	\$26,990,003	50.25
General purpose/public impt	\$24,100,417	44.87
Pension Obligation	\$1,062,128	1.97
Land preservation	\$974,230	1.81
Redevelopment/land clearance	\$500,535	0.93
Other Post Employee Benefits	\$352,692	0.65
Education	\$14,651,742	27.28
Primary/secondary education	\$12,182,835	22.68

Municipal Purpose Class	Market Value	Market Value (%)
Public higher education	\$2,468,907	4.59
▼ Recreation	\$3,867,235	7.20
Other recreation	\$2,507,676	4.66
Civic/convention centers	\$1,359,558	2.53
▼ Housing	\$2,782,829	5.18
Single-family housing	\$2,017,784	3.75
Other housing	\$765,045	1.42
▼ Transportation	\$2,587,544	4.81
Seaports/marine terminals	\$1,303,486	2.42
Streets/highways	\$1,284,057	2.39
▼ Water & Sewer	\$1,435,548	2.67
Sewer	\$800,176	1.48
Water & sewer	\$635,372	1.18
▼ Other	\$985,000	1.83
Public human service provider	\$985,000	1.83
▼ Power	\$405,849	0.75
Combined utilities	\$405,849	0.75
<b>Totals:</b>	<b>\$53,705,753</b>	<b>100.00</b>



MUNICIPAL STATE OF ISSUE DISTRIBUTION

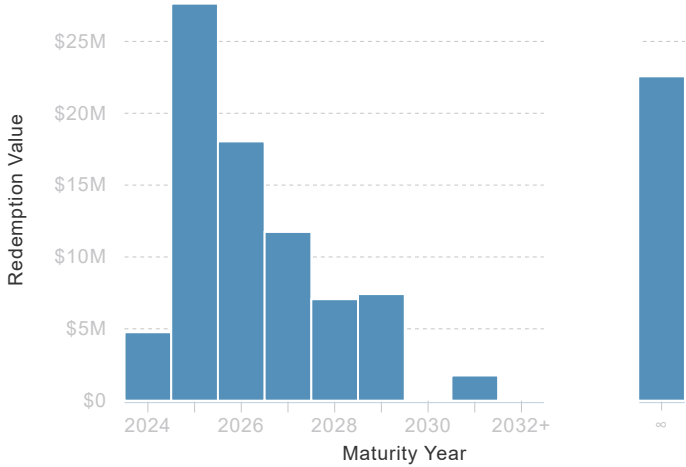
SUMMARY



State	Market Value	Market Value (%)
MN	\$11,254,622	20.95
CA	\$6,277,559	11.68
TX	\$5,132,560	9.55
NY	\$4,023,632	7.49
WI	\$3,977,316	7.40
IA	\$3,202,463	5.96
MD	\$2,647,561	4.92
IL	\$2,056,895	3.82
OK	\$2,015,188	3.75
CT	\$1,637,193	3.04
MI	\$1,289,529	2.40
TN	\$1,269,737	2.36
AZ	\$1,173,052	2.18
NE	\$1,017,320	1.89
VA	\$940,050	1.75
NM	\$846,899	1.57
ND	\$801,208	1.49
NC	\$765,045	1.42
NV	\$722,694	1.34
WA	\$631,988	1.17
NJ	\$486,525	0.90
OH	\$483,690	0.90

State	Market Value	Market Value (%)
AL	\$448,611	0.83
PA	\$275,976	0.51
MA	\$223,818	0.41
KS	\$104,612	0.19
Totals:	\$53,705,753	100.00

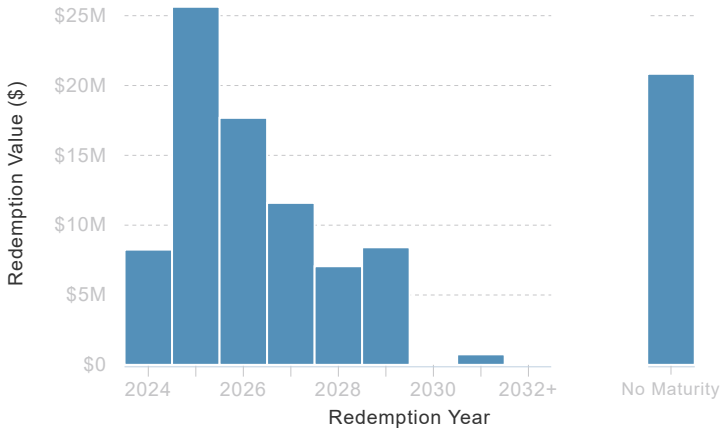
Maturity Distribution



SUMMARY

Maturity Year	Redemption Value	Redemption %
2024	\$4,760,000	4.71
2025	\$27,627,000	27.36
2026	\$18,039,000	17.86
2027	\$11,740,000	11.62
2028	\$7,059,000	6.99
2029	\$7,415,000	7.34
2030	\$0	0.00
2031	\$1,750,000	1.73
2032+	\$0	0.00
No Maturity	\$22,568,401	22.35
Totals:	\$100,958,401	100.00

CALL ADJUSTED MATURITY DISTRIBUTION



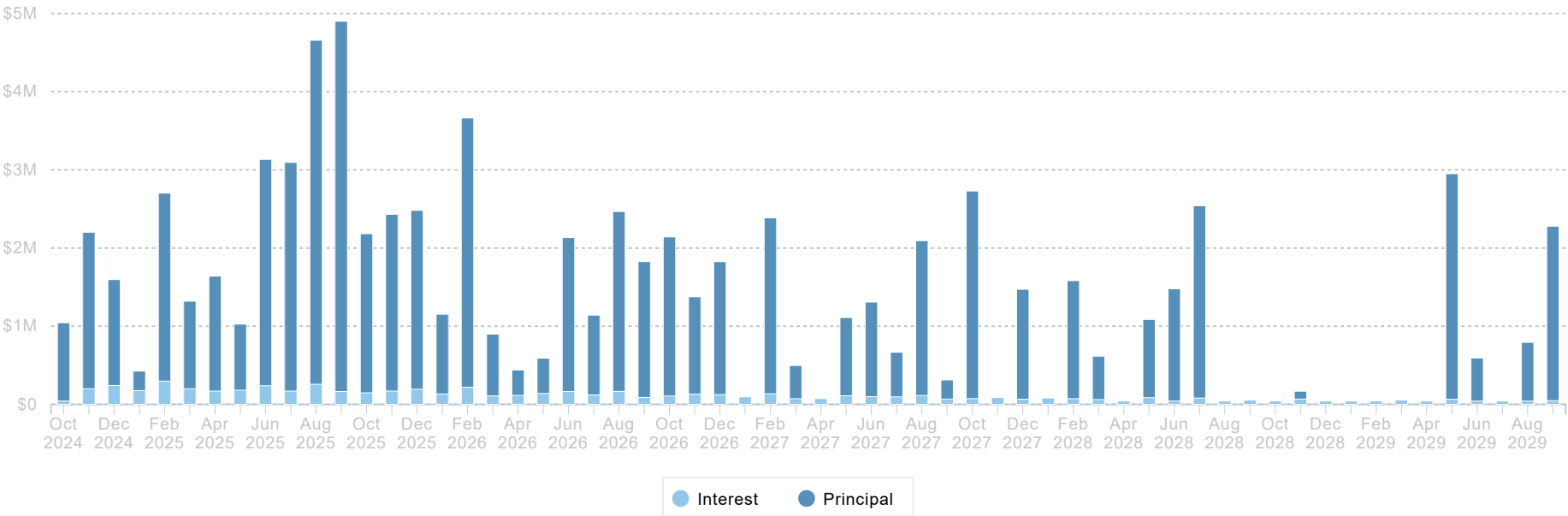
SUMMARY

Redemption Year	Redemption	Redemption %
2024	\$8,250,000	8.23
2025	\$25,637,000	25.57
2026	\$17,684,000	17.64
2027	\$11,595,000	11.56
2028	\$7,059,000	7.04
2029	\$8,415,000	8.39
2030	\$0	0.00
2031	\$750,000	0.74
2032+	\$0	0.00
No Maturity	\$20,838,401	20.79
Totals:	\$100,228,401	100.00

UPCOMING CASH FLOWS

Period: Next 60 Months    Payment Type: Both

Oct. 2024 - Sep. 2029



SECURITIES

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
1098533A7	405	BRISTOL CONN ...	4.000	10/15/2024	- NR	99.962		-	\$404,846	-

## FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
3130ATEV5	1,000	Federal Home Loan ...	5.000	10/19/2024	Aaa	100.024	-3.551	0.003	\$1,000,240	\$240
			C 10/19/2024@100.000		AA+		-3.551	0.000	\$24,861	
135537GT9	1,215	CANADIAN CNTY OKLA ...	2.000	11/01/2024	-	99.806	7.319	0.036	\$1,212,642	-\$2,357
					A+		7.319	0.000	\$11,272	
508624MZ3	55	LAKE CNTY ILL CMNTY ...	3.033	11/01/2024	-	99.829	7.674	0.036	\$54,905	-\$111
					-		7.674	0.000	\$773	
508624NB5	90	LAKE CNTY ILL CMNTY ...	3.033	11/01/2024	Aa2	99.905	5.590	0.036	\$89,914	-\$113
					-		5.590	0.000	\$1,266	
95736U5B6	640	WESTCHESTER CNTY N Y ...	4.000	11/01/2024	Aa1	99.908	6.434	0.036	\$639,411	-\$757
					AA+		6.434	0.000	\$11,875	
608557B29	500	MOLINE ILL TAXABLE GO ...	1.151	12/01/2024	A1	99.378	6.370	0.119	\$496,890	-\$3,110
					AA		6.370	0.000	\$2,190	
762800RK8	610	RICE LAKE WIS GO PROM ...	1.000	12/01/2024	-	99.352	6.442	0.119	\$606,047	-\$4,464
					AA-		6.442	0.000	\$2,321	
74349KCS7	245	Prospect Bank ...	0.300	12/18/2024	-	99.047	6.046	0.166	\$242,665	-\$2,334
					-		6.046	0.000	\$0	
713040HX4	250	PEORIA CNTY ILL SCH ...	3.580	01/01/2025	-	99.838	4.340	0.201	\$249,595	-\$583
					AA		4.340	0.001	\$2,660	
617877CM5	400	MORRIS AREA SCHS MINN ...	0.780	02/01/2025	Aa1	98.876	4.754	0.282	\$395,504	-\$4,496
					-		4.754	0.002	\$667	
793028WW7	345	ST PAUL MINN PORT ...	1.750	02/01/2025	-	99.227	4.470	0.282	\$342,333	-\$2,666
					AAA		4.470	0.002	\$1,291	
793028YL9	660	ST PAUL MINN PORT ...	5.200	02/01/2025	-	100.354	3.905	0.283	\$662,336	\$2,336
					AAA		3.905	0.002	\$7,340	

# FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
946813XJ6	1,000	WAYZATA MINN INDPT ...	3.000	02/01/2025	Aaa -	99.638	4.253 4.253	0.283 0.002	\$996,380 \$6,416	-\$10,234
59161YBH8	245	Metro Credit Union ...	5.650	03/11/2025	- -	100.494	4.384 4.384	0.389 0.002	\$246,210 \$265	\$1,210
39678LEZ1	355	GREENWAY INDPT SCH ...	2.810	03/15/2025	- AAA	99.350	4.419 4.419	0.401 0.003	\$352,692 \$914	-\$2,307
505582GY6	275	LACKAWANNA TRAIL SCH ...	4.000	03/15/2025	- AA	100.355	3.108 3.108	0.403 0.003	\$275,976 \$1,008	-\$2,773
14042TEM5	245	Capital One, National ...	1.800	03/17/2025	- -	98.759	4.873 4.873	0.403 0.003	\$241,959 \$386	-\$3,040
13063DGB8	470	CALIFORNIA ST ...	3.375	04/01/2025	Aa2 AA-	99.543	4.397 4.397	0.444 0.004	\$467,852 \$749	-\$4,408
556583D74	455	MADISON ALA TAXABLE ...	1.258	04/01/2025	Aa3 AA+	98.596	4.418 4.418	0.444 0.004	\$448,611 \$270	-\$6,711
602366YX8	545	MILWAUKEE WIS TAXABLE ...	4.000	04/01/2025	- A-	99.760	4.532 4.532	0.444 0.004	\$543,692 \$1,029	-\$2,882
30747NJH8	600	FARGO N D TAXABLE REF ...	2.050	05/01/2025	Aa2 -	98.789	4.358 4.358	0.520 0.005	\$592,734 \$5,705	-\$7,422
254673D86	245	Discover Bank 3.05% ...	3.050	05/19/2025	- -	99.161	4.512 4.512	0.565 0.006	\$242,944 \$3,132	-\$2,055
222130AE6	320	COUNCIL BLUFFS IOWA ...	5.000	06/01/2025	Aa2 -	101.379	2.735 2.735	0.599 0.007	\$324,412 \$6,088	-\$4,845
774221FT7	1,075	ROCKVILLE MD TAXABLE ...	3.000	06/01/2025	Aaa AAA	99.302	4.148 4.148	0.600 0.007	\$1,067,496 \$12,272	-\$13,356

# FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
3130AEBV1	1,000	Federal Home Loan ...	3.125	06/13/2025	Aaa AA+	99.355	4.131 4.131	0.632 0.007	\$993,550 \$10,850	-\$23,198
259327R30	500	DOUGLAS CNTY NEB SCH ...	1.229	06/15/2025	- AA	97.975	4.381 4.381	0.641 0.007	\$489,875 \$2,099	-\$11,530
01354PHT4	500	ALBUQUERQUE N MEX ...	3.530	07/01/2025	- AAA	99.634	4.057 4.057	0.680 0.008	\$498,170 \$5,245	-\$1,830
567423MT2	200	MARICOPA CNTY ARIZ ...	2.500	07/01/2025	- AA	99.411	3.351 3.351	0.685 0.008	\$198,822 \$1,486	-\$4,106
810454BL1	1,000	SCOTTSDALE ARIZ ...	0.608	07/01/2025	Aaa AAA	97.423	4.370 4.370	0.686 0.008	\$974,230 \$1,807	-\$25,868
576004GZ2	225	MASSACHUSETTS ST SPL ...	3.670	07/15/2025	Aa1 -	99.475	4.390 4.390	0.717 0.009	\$223,818 \$2,133	\$3,615
3130ASRM3	1,000	Federal Home Loan ...	3.500	07/28/2025	Aaa AA+	99.598	4.024 4.024	0.754 0.009	\$995,980 \$7,777	-\$4,020
281047H78	500	EDISON TWP N J ...	0.900	08/01/2025	Aa2 -	97.305	4.424 4.424	0.767 0.010	\$486,525 \$962	-\$13,475
46247SCV4	500	IOWA FIN AUTH REV ...	2.990	08/01/2025	- AAA	99.117	4.138 4.138	0.763 0.010	\$495,585 \$3,197	-\$3,084
590595FD1	450	MESA CALIF UNIFIED ...	1.427	08/01/2025	- AA-	97.720	4.407 4.407	0.766 0.010	\$439,740 \$1,373	-\$10,879
854569FL9	215	STANLEY N D CMNTY PUB ...	0.550	08/01/2025	Aa2 -	96.965	4.522 4.522	0.767 0.010	\$208,474 \$252	-\$6,525
3134GWKL9	1,000	Federal Home Loan ...	0.600	08/12/2025	Aaa	96.886	4.526	0.797	\$968,860	-\$31,140
			11/12/2024@100.000	-			4.526	0.010	\$1,100	

# FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
32022RSQ1	245	First Financial Bank ...	3.100	08/12/2025	- -	99.146	4.165 4.165	0.804 0.007	\$242,907 \$124	-\$2,092
27002YFE1	245	Eaglebank Bethesda Md ...	3.300	08/18/2025	- -	99.319	4.133 4.133	0.820 0.007	\$243,331 \$0	-\$1,668
211163MF4	245	Continental Bk Salt ...	0.450	08/25/2025	- -	96.796	4.314 4.314	0.835 0.011	\$237,150 \$166	-\$7,849
3134GXS21	1,000	Federal Home Loan ...	3.800	08/25/2025	Aaa 11/25/2024@100.000 AA+	99.458	4.450 4.450	0.825 0.011	\$994,580 \$5,594	-\$5,420
386497CL3	250	GRAND TRAVERSE CNTY ...	1.240	09/01/2025	- AA+	97.178	4.586 4.586	0.847 0.011	\$242,945 \$404	-\$7,055
414199RM3	225	HARRIS CNTY TEX MUN ...	1.000	09/01/2025	A2 AA	97.122	4.409 4.409	0.848 0.011	\$218,524 \$293	-\$7,116
4897827J5	975	KENOSHA CNTY WIS GO ...	2.000	09/01/2025	- AAA	98.736	3.487 3.487	0.850 0.012	\$962,676 \$2,545	-\$27,044
587057X54	790	MENOMONEE FALLS WIS ...	2.300	09/01/2025	Aa2 -	98.286	4.327 4.327	0.845 0.011	\$776,459 \$2,372	-\$13,877
9412476J2	750	WATERBURY CONN ...	1.995	09/01/2025	- AA-	97.953	4.418 4.418	0.846 0.011	\$734,647 \$1,953	-\$25,394
05290BAD5	245	Availa Bank 0.4% CD ...	0.400	09/10/2025	- -	96.657	4.209 4.209	0.891 0.009	\$236,809 \$21	-\$8,190
3130AERV4	1,000	Federal Home Loan ...	3.125	09/12/2025	Aaa AA+	99.218	4.016 4.016	0.875 0.013	\$992,180 \$3,125	-\$30,171
20772KEW5	500	CONNECTICUT ST ...	3.743	09/15/2025	Aa3 AA-	99.540	4.261 4.261	0.880 0.013	\$497,700 \$1,715	-\$5,823



## FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
78916CBL5	615	ST CLOUD MINN REF TAX ...	4.000	10/01/2025	- AA+	101.294	2.615 2.615	0.931 0.013	\$622,958 \$1,161	-\$13,915
882723A90	1,000	TEXAS ST GO AND REF ...	2.831	10/01/2025	Aaa AAA	98.500	4.455 4.455	0.925 0.013	\$985,000 \$1,336	-\$31,357
059189ZH6	420	BALTIMORE MD TAXABLE ...	2.000	10/15/2025	Aa2 AA	97.721	4.373 4.373	0.966 0.014	\$410,428 \$70	-\$14,329
363815EG2	500	GALLIA CNTY OHIO LOC ...	1.200	11/01/2025	Aa1 -	96.738	4.456 4.456	1.005 0.015	\$483,690 \$2,783	-\$16,310
95736U5C4	515	WESTCHESTER CNTY N Y ...	4.000	11/01/2025	Aa1 AA+	99.973	4.026 4.026	0.987 0.015	\$514,860 \$9,556	-\$3,942
48128URC5	245	JPMorgan Chase Bank, ...	0.500	11/10/2025 11/10/2024@100.000	- -	96.288	4.102 4.102	1.039 0.016	\$235,905 \$540	-\$8,726
9128285N6	1,000	United States ...	2.875	11/30/2025	Aaa -	98.856	3.929 3.929	1.075 0.017	\$988,560 \$10,997	-\$11,374
887547QM2	865	TINLEY PARK ILL ...	2.000	12/01/2025	- AA+	97.491	4.318 4.318	1.081 0.017	\$843,297 \$6,583	-\$29,177
962727NY5	200	WHEATON ILL TAXABLE ...	1.058	12/01/2025	- AAA	96.485	4.307 4.307	1.088 0.017	\$192,970 \$805	\$7,686
3130AT5C7	500	Federal Home Loan ...	4.000	12/15/2025 12/15/2024@100.000	Aaa AA+	99.901	4.084 4.084	1.106 0.018	\$499,505 \$6,833	-\$495
6037897D4	290	MINNEAPOLIS MINN SPL ...	5.125	12/15/2025	Aa1 AAA	101.172	4.074 4.074	1.099 0.018	\$293,398 \$5,078	-\$89
05600XBQ2	245	BMO Bank National ...	0.500	12/18/2025 12/18/2024@100.000	- -	95.948	4.071 4.071	1.153 0.016	\$235,072 \$100	-\$9,682

# FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
501798QE5	187	Milestone Bank 0.4% ...	0.400	12/29/2025	- -	95.754	4.065 4.065	1.173 0.019	\$179,059 \$229	-\$7,940
301074EE6	245	Exchange Bank Gibbon ...	0.300	01/08/2026	- -	95.528	4.049 4.049	1.218 0.016	\$234,043 \$20	-\$10,956
68584JAL3	245	Oregon Community ...	4.600	01/12/2026	- -	100.866	3.881 3.881	1.199 0.016	\$247,121 \$185	\$2,121
6817124X0	530	OMAHA NEB GO TAXABLE ...	3.700	01/15/2026	Aa2 AA+	99.518	4.098 4.098	1.190 0.020	\$527,445 \$5,065	\$10,753
193000WA0	250	COLD SPRING MINN ...	3.301	02/01/2026	- AAA	99.128	4.000 4.000	1.237 0.022	\$247,820 \$1,765	-\$2,180
197684UF8	500	COLUMBIA HEIGHTS MINN ...	5.200 11/18/2024@100.000	02/01/2026	- -	100.107	3.870 5.106	0.087 0.000	\$500,535 \$5,561	\$273
6041953R6	260	MINNETONKA MINN INDPT ...	5.000	02/01/2026	Aaa -	101.294	3.953 3.953	1.226 0.022	\$263,364 \$2,780	-\$9,886
6041954R5	360	MINNETONKA MINN INDPT ...	2.000	02/01/2026	Aaa -	97.439	4.062 4.062	1.246 0.022	\$350,780 \$1,540	-\$14,269
771588UR9	800	ROCHESTER MINN ...	4.000	02/01/2026	Aaa AAA	100.022	3.978 3.978	1.232 0.022	\$800,176 \$6,844	-\$27,584
793028YM7	295	ST PAUL MINN PORT ...	5.000	02/01/2026	- AAA	101.294	3.953 3.953	1.226 0.022	\$298,817 \$3,154	\$3,281
33742CCQ8	245	First United Bank & ...	4.250	02/09/2026	- -	100.478	3.876 3.876	1.273 0.018	\$246,171 \$285	\$1,171
06417NZV8	245	Bank OZK Little Rock ...	0.550	02/13/2026	- -	95.547	4.011 4.011	1.314 0.018	\$234,090 \$18	-\$10,909

## FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
73319FAZ2	245	Poppy Bank ...	0.400	02/19/2026	- -	95.296	4.012 4.012	1.331 0.019	\$233,475 \$77	-\$10,980
856283S31	245	State Bank of India ...	0.600	02/25/2026	- -	95.519	4.025 4.025	1.327 0.024	\$234,021 \$217	-\$9,787
200003EN7	790	COMANCHE CNTY OKLA ...	5.100	03/01/2026	- A+	101.588	3.894 3.894	1.276 0.025	\$802,545 \$25,405	\$7,377
671137YK7	325	OAK CREEK WIS TAXABLE ...	4.000	04/01/2026	Aa2 -	99.961	4.027 4.027	1.395 0.027	\$324,873 \$613	-\$3,095
183036GC0	450	CLAWSON MICH LTD TAX ...	3.600	05/01/2026	- AA-	99.159	4.170 4.170	1.453 0.029	\$446,215 \$7,515	-\$7,669
087672AY7	530	BETTENDORF IOWA ...	1.000	06/01/2026	Aa2 -	95.242	4.065 4.065	1.572 0.033	\$504,782 \$2,016	-\$28,196
161035LW8	750	CHARLOTTE N C TAXABLE ...	5.250	06/01/2026	Aaa AAA	102.006	3.956 3.956	1.515 0.032	\$765,045 \$14,984	\$3,817
222130AF3	200	COUNCIL BLUFFS IOWA ...	5.000	06/01/2026	Aa2 -	103.946	2.497 2.497	1.530 0.032	\$207,892 \$3,805	-\$6,772
02007GSH7	245	Ally Bank Sandy ...	3.100	06/02/2026	- -	98.767	3.888 3.888	1.548 0.032	\$241,979 \$2,871	-\$3,020
09582YAS1	245	Blue Ridge Bank ...	4.550	06/29/2026	- -	101.174	3.823 3.823	1.602 0.034	\$247,876 \$3,420	\$2,876
01354PHU1	350	ALBUQUERQUE N MEX ...	3.590	07/01/2026	- AAA	99.637	3.810 3.810	1.620 0.035	\$348,729 \$3,734	-\$1,270
60416T7B8	150	MINNESOTA ST HSG FIN ...	4.783	07/01/2026	Aa1 AA+	101.194	4.047 4.047	1.602 0.035	\$151,791 \$2,132	\$1,791

# FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
777602GD9	520	ROSEMOUNT MINN PORT ...	5.000	07/01/2026	- AA+	101.865	3.854 3.854	1.601 0.035	\$529,698 \$7,727	\$4,564
085797XM5	545	BERRYESSA CALIF UN ...	3.920	08/01/2026	Aa2 -	99.984	3.927 3.927	1.696 0.038	\$544,912 \$4,569	-\$1,943
54438CYL0	495	LOS ANGELES CALIF ...	1.174	08/01/2026	Aaa AA+	95.022	4.092 4.092	1.733 0.039	\$470,358 \$1,242	\$33,026
671205Y89	400	OAK GROVE CALIF SCH ...	1.650	08/01/2026	Aa3 AA	96.094	3.935 3.935	1.727 0.039	\$384,376 \$1,411	-\$16,676
61690UP95	245	Morgan Stanley Bank, ...	3.500	08/04/2026	- -	99.384	3.854 3.854	1.713 0.038	\$243,490 \$1,761	-\$1,509
611766LD6	370	MONT BELVIEU TEX ...	3.600	08/15/2026	Aa1 -	99.518	3.874 3.874	1.739 0.040	\$368,216 \$2,331	-\$2,754
87165ET49	245	Synchrony Bank 0.9% ...	0.900	08/20/2026	- -	94.700	3.913 3.913	1.792 0.041	\$232,015 \$356	-\$12,985
320437AL0	245	First Guaranty Bank ...	4.000	09/04/2026	- -	100.377	3.787 3.787	1.790 0.041	\$245,923 \$1,127	\$923
70337MHU5	249	Patriot Bank N A 4% ...	4.000	09/08/2026	- -	100.367	3.798 3.798	1.816 0.035	\$249,913 \$327	\$913
52603NBK6	245	LendingClub Bank ...	4.000	09/09/2026	- -	100.342	3.808 3.808	1.802 0.042	\$245,837 \$1,047	\$837
3130ANYX2	1,000	Federal Home Loan ...	0.900	09/30/2026 09/30/2025@100.000	Aaa AA+	94.409	3.905 3.905	1.899 0.046	\$944,090 \$450	-\$55,909
13063DRD2	1,000	CALIFORNIA ST TAXABLE ...	2.375	10/01/2026	Aa2 AA-	97.327	3.808 3.808	1.881 0.045	\$973,270 \$1,121	-\$32,901

## FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
64966MQK8	500	NEW YORK N Y TAXABLE ...	2.800	10/01/2026	Aa2 AA	97.949	3.900 3.900	1.875 0.045	\$489,745 \$661	-\$8,485
059189H86	535	BALTIMORE MD TAXABLE ...	5.000	10/15/2026	Aa2 AA	101.969	3.962 3.962	1.883 0.046	\$545,534 \$222	-\$6,317
3133ERQS3	1,000	Federal Farm Credit ...	4.000	11/23/2026	Aaa AA+	100.628	3.686 3.686	1.983 0.050	\$1,006,280 \$6,222	\$3,859
50625LBR3	245	Lafayette Federal ...	5.250	11/30/2026	- -	103.011	3.768 3.768	2.000 0.043	\$252,376 \$634	\$7,376
314031HK4	400	FEDERAL WAY WASH ...	2.400	12/01/2026	Aa2 -	96.757	4.010 4.010	2.019 0.052	\$387,028 \$3,653	-\$13,792
394244LJ4	165	GREENDALE WIS TAXABLE ...	3.500	12/01/2026	Aa3 -	99.223	3.884 3.884	1.996 0.051	\$163,717 \$2,197	-\$1,282
64966MC49	1,000	NEW YORK N Y TAXABLE ...	3.570	12/01/2026	Aa2 AA	99.379	3.876 3.876	1.994 0.051	\$993,790 \$13,585	-\$7,617
830728UL3	135	SKOKIE ILL TAXABLE GO ...	1.877	12/01/2026	- AA	95.795	3.964 3.964	2.032 0.052	\$129,323 \$964	\$6,467
193000WB8	250	COLD SPRING MINN ...	3.451	02/01/2027	- AAA	99.291	3.776 3.776	2.162 0.059	\$248,227 \$1,845	-\$1,772
21657ASD2	500	COON RAPIDS MINN GO ...	2.000	02/01/2027	Aa1 -	98.598	2.635 2.635	2.208 0.061	\$492,990 \$2,138	-\$23,454
778102S20	500	ROSEVILLE MINN INDPT ...	3.000	02/01/2027	Aa1 -	98.078	3.885 3.885	2.170 0.059	\$490,390 \$3,208	-\$15,573
86481ACW2	1,000	SUFFOLK VA TAXABLE GO ...	1.050	02/01/2027	Aaa AAA	94.005	3.813 3.813	2.217 0.062	\$940,050 \$2,245	-\$61,073

# FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
41422LKP1	425	HARRIS CNTY TEX MUN ...	2.000	03/01/2027	A1 AA	95.494	4.012 4.012	2.273 0.064	\$405,849 \$1,109	-\$31,095
91282CKR1	1,000	United States ...	4.500	05/15/2027	Aaa -	102.262	3.572 3.572	2.376 0.071	\$1,022,620 \$19,076	\$4,183
425201AX8	700	HENDERSON NEV TAXABLE ...	5.250	06/01/2027	Aa2 AA+	103.242	3.933 3.933	2.391 0.073	\$722,694 \$13,985	\$10,393
497595V62	265	KIRKWOOD CMNTY ...	6.000	06/01/2027	Aa1 -	105.347	3.833 3.833	2.386 0.073	\$279,169 \$4,284	\$5,461
33610RVE0	245	First Premier Bank ...	4.600	06/11/2027	- -	102.014	3.790 3.790	2.441 0.074	\$249,934 \$3,952	\$4,934
777602GE7	570	ROSEMOUNT MINN PORT ...	5.000	07/01/2027	- AA+	103.140	3.765 3.765	2.483 0.078	\$587,898 \$8,470	\$7,257
052430TC9	685	AUSTIN TEX INDPT SCH ...	5.000	08/01/2027	Aaa -	103.348	3.722 3.722	2.565 0.082	\$707,933 \$7,325	\$10,504
283839ZT8	650	EL RANCHO CALIF UNI ...	2.720	08/01/2027	- AA	96.872	3.915 3.915	2.634 0.084	\$629,668 \$3,781	\$24,310
575203HC1	145	MASON CREEK UTIL DIST ...	2.000	08/01/2027 08/01/2026@100.000	- AA	96.405	3.362 3.362	2.666 0.087	\$139,787 \$620	-\$7,384
598223UG8	500	MIDWAY TEX INDPT SCH ...	5.000	08/15/2027	Aaa -	103.260	3.771 3.771	2.602 0.084	\$516,300 \$4,375	\$11,220
32082BFZ7	245	First Merchants Bank ...	3.750	09/10/2027	- -	99.850	3.803 3.803	2.711 0.089	\$244,632 \$956	-\$367
64966MQL6	655	NEW YORK N Y TAXABLE ...	2.900	10/01/2027	Aa2 AA	97.360	3.854 3.854	2.792 0.094	\$637,708 \$896	\$30,568

# FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
3133EPH81	1,000	Federal Farm Credit ...	4.500	10/04/2027	Aaa AA+	102.410	3.634 3.634	2.753 0.092	\$1,024,100 \$1,750	\$22,440
91282CFU0	1,000	United States ...	4.125	10/31/2027	Aaa -	101.582	3.570 3.570	2.783 0.095	\$1,015,820 \$19,167	\$3,773
394244LK1	170	GREENDALE WIS TAXABLE ...	3.600	12/01/2027	Aa3 -	99.258	3.854 3.854	2.883 0.102	\$168,738 \$2,329	-\$1,261
64966ML31	750	NEW YORK N Y TAXABLE ...	3.760	12/01/2027	Aa2 AA	99.749	3.845 3.845	2.876 0.102	\$748,117 \$10,731	\$21,367
950494HC1	240	WENATCHEE WASH ...	4.490	12/01/2027	- AA	102.067	3.780 3.780	2.846 0.101	\$244,960 \$4,100	\$4,279
33767GBQ0	245	FirstBank Puerto Rico ...	4.000	12/21/2027	- -	100.777	3.740 3.740	2.970 0.095	\$246,903 \$724	\$1,903
193000WC6	115	COLD SPRING MINN ...	3.630	02/01/2028	- AAA	99.623	3.752 3.752	3.047 0.112	\$114,566 \$892	-\$433
358776Z21	695	FRISCO TEX TAXABLE GO ...	6.000	02/15/2028	Aaa AAA	107.066	3.719 3.719	2.990 0.110	\$744,108 \$7,297	\$10,898
5978516V1	700	MIDLOTHIAN TEX INDPT ...	5.000	02/15/2028	Aaa AAA	103.637	3.823 3.823	3.027 0.112	\$725,459 \$6,125	\$9,379
199819DK6	305	COMAL CNTY TEX WTR ...	4.500	03/01/2028	- AA	105.371	2.817 2.817	3.110 0.117	\$321,381 \$1,791	\$3,528
59013KL20	249	Merrick Bank South ...	3.850	03/13/2028	- -	100.519	3.687 3.687	3.184 0.108	\$250,292 \$157	\$1,292
91282CHE4	1,000	United States ...	3.625	05/31/2028	Aaa -	100.156	3.578 3.578	3.318 0.132	\$1,001,560 \$13,866	\$3,450

## FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
497595V70	385	KIRKWOOD CMNTY ...	5.000	06/01/2028	Aa1 -	103.693	3.895 3.895	3.256 0.130	\$399,218 \$5,186	\$9,796
572767E23	410	MARSHALLTOWN IOWA ...	4.800	06/01/2028	Aa2 -	101.447	4.362 4.362	3.239 0.130	\$415,932 \$7,489	\$5,932
774221FW0	640	ROCKVILLE MD TAXABLE ...	3.000	06/01/2028	Aaa AAA	97.516	3.739 3.739	3.352 0.135	\$624,102 \$7,306	-\$32,493
60416T4A3	580	MINNESOTA ST HSG FIN ...	5.522	07/01/2028	Aa1 AA+	104.908	4.078 4.078	3.290 0.134	\$608,466 \$9,519	\$28,466
60416TRE0	985	MINNESOTA ST HSG FIN ...	3.694	07/01/2028	Aa1 AA+	98.513	4.130 4.130	3.386 0.138	\$970,353 \$10,814	\$3,043
60416TX52	275	MINNESOTA ST HSG FIN ...	5.382	07/01/2028	Aa1 AA+	104.427		-	\$287,174	-
777602GF4	620	ROSEMOUNT MINN PORT ...	5.000	07/01/2028	- AA+	104.189	3.775 3.775	3.323 0.135	\$645,971 \$9,213	\$10,436
562895VK5	100	MANHATTAN KANS ...	5.000	11/01/2028	Aa3 -	104.612	3.757 3.757	3.566 0.158	\$104,612 \$2,319	\$546
3140NUEV7	1,000	Fnma Pass-Thru I ...	4.815	01/01/2029	- -	103.098		-	\$1,030,980	-
032879VB1	660	ANCHOR BAY MICH SCH ...	1.850	05/01/2029	- AA	90.965	4.050 4.050	4.236 0.208	\$600,369 \$5,664	\$3,385
880541K71	1,225	TENNESSEE ST TAXABLE ...	4.590	05/01/2029	Aaa AAA	103.652	3.708 3.708	3.997 0.196	\$1,269,737 \$26,083	\$41,816
31359MEU3	1,000	Federal National ...	6.250	05/15/2029	Aaa AA+	111.232	3.567 3.567	3.917 0.188	\$1,112,320 \$26,562	\$32,172



# FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
462297JG8	550	IOWA CENT CMNTY ...	5.000	06/01/2029	Aa2	104.631	3.894	4.041	\$575,470	\$7,201
					-		3.894	0.201	\$10,465	
802385SP0	750	SANTA MONICA CALIF ...	3.697	08/01/2029	Aa2	99.292	3.859	4.312	\$744,690	-\$524
					AA+		3.859	0.220	\$5,930	
084113ZP7	775	BERKELEY CALIF 2018 ...	6.000	09/01/2029	-	109.016	3.945	4.211	\$844,874	-\$5,972
					AA+		3.945	0.214	\$6,070	
749845E33	455	RACINE CNTY WIS ...	2.898	09/01/2029	-	94.750	4.098	4.458	\$431,112	\$1,132
			R 09/01/2029@100.000		NR		4.098	0.231	\$1,721	
3133XV5J6	1,000	Federal Home Loan ...	5.000	09/28/2029	Aaa	106.268	3.604	4.370	\$1,062,680	\$6,325
					AA+		3.604	0.226	\$2,777	
91282CFT3	1,000	United States ...	4.000	10/31/2029	Aaa	101.852	3.594	4.453	\$1,018,520	\$16,305
					-		3.594	0.236	\$18,586	
3130AYM60	1,000	Federal Home Loan ...	4.750	01/23/2031	Aaa	100.902	4.006	1.205	\$1,009,020	\$9,020
			01/23/2026@100.000		AA+		4.581	0.021	\$11,215	
544290JV2	750	LOS ALTOS CALIF SCH ...	4.751	08/01/2031	-	103.709	4.118	5.711	\$777,817	\$978
					AAA		4.118	0.393	\$9,699	
022029LW0	230			No Maturity	-	100.000		-	\$230,000	-
					-					
3130AWS43	1,000			No Maturity	-	100.003		-	\$1,000,030	-
					-					
489299AV9	500			No Maturity	-	100.000		-	\$500,000	-
					-					
HNHOFWG66	17,975,224	MKTA US Bank Custody		No Maturity	-	1.000	4.850	-	\$17,975,224	-
					-					

FIXED INCOME ANALYSIS

Security ID	Quantity	Description	Coupon	Maturity / Next Call	Moody's / S&P	Price	Yield / YTM	Duration / Convexity	Market Value / Accrued Interest	Gain-Loss
HRXUDLIM4	137,953	Checking		No Maturity	-	1.000	4.910	-	\$137,953	-
HZYPUIJH4	2,725,224	4M ZBA		No Maturity	-	1.000	5.060	-	\$2,725,224	-
Totals:	20,919,521								\$101,919,745	-\$521,666

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**CITY COUNCIL MEETING DATE:** March 17, 2025

**TO:** Mayor & City Council

**FROM:** Trish Crego, Utility and Infrastructure Director

**SUBJECT:** Amendment to Engineering Proposal 2023-106 – Bridge Hydraulics Segment 3&4  
Hermantown Connector Trail

---

☒ **RESOLUTION:** 2025-51      ☐ **ORDINANCE:**      ☐ **OTHER:**

---

### **REQUESTED ACTION**

Accept the amended proposal from Short Elliot Hendrickson (SEH) for the engineering services of the study of bridge hydraulics and floodplain elevations for the proposed trail in Keene Creek Park.

---

### **BACKGROUND**

The City of Hermantown entered into an Engineering Contract with Short Elliot Hendrickson on July 17, 2023 for engineering services for the study of bridge hydraulics and floodplain elevations for the proposed trail from Keene Creek Park Segments 3 & 4.

With these updates, the fee for the Amendment, including design and bidding totals \$56,610, for a revised total SEH project fee of \$104,782. It is recommended that the City make accept the amendment to the engineering services contract.

---

### **SOURCE OF FUNDS (if applicable)**

412-419100-305 – Funded by Sales Tax

---

### **ATTACHMENTS**

Resolution  
Amended Contract

**Resolution No. 2025-51**

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

WHEREAS, the City of Hermantown (“City” and “Owner”) entered into an Engineering Contract with Short Elliot Hendrickson (“Consultant”) on the July 17, 2023 for engineering services analyze the bridge hydraulics for three proposed trail bridges in Keene Creek Park (“Project”); and

WHEREAS, The City of Hermantown desires to augment to the scope of services in regards to the permitting and hydraulic modelling for the trail; and

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

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

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

1. The source of payment for the consultant services will be City Fund No. 412-419100-305.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_

and the following voted in opposition thereto:

Councilors \_\_\_\_\_

WHEREUPON, such resolution was declared duly passed and adopted on March 17, 2025.

**EXHIBIT A**





March 5, 2025

RE: City of Hermantown  
Keene Creek Recreational Trail –  
Amendment 1  
SEH No. HERMT 181269 14.00

Mr. John Mulder  
City Administrator  
City of Hermantown  
5105 Maple Grove Rd.  
Hermantown, MN 55811

Dear Mr. Mulder:

Short Elliott Hendrickson Inc. submits this amendment request for services beyond the scope of our original agreement dated Jul 11, 2023. The basis for the request is described within this letter.

#### ADDITION OF BRIDGES & CULVERTS TO THE PROJECT AREA

During the scoping of the original project we accounted for and anticipated the need for 3 HEC RAS model analyses for proposed bridges across Keene Creek between Keene Creek Park and Getchell Road. One bridge is within a detailed FEMA Zone AE floodplain, and the other two are in a FEMA Zone A floodplain. Upon discussion with Northland Consultants and the City of Hermantown it was discovered that there would be a need for further review of two (2) additional crossings in the north section (Segment 3) and one additional bridge/culvert in the south section (Segment 4). It is anticipated that the crossing will include one (1) additional bridge over a FEMA mapped floodplain and two (2) culvert crossings over waterways outside of floodplains. The non-floodplain crossings will require a hydrologic analysis prior to the hydraulic evaluation, and we will use XP-SWMM software for sizing the non-floodplain crossings.

The additional crossings work cannot be offset by the elimination of two (2) bridges in Segment 4 because substantial effort was completed in the model on the two bridges and several scenarios were evaluated to attempt to achieve a no-rise. It also came to be that the northern most bridge in Segment 4 was located in the FEMA mapped Zone AE floodplain, and as such, needed to be created in a separate duplicate effective model in the case that a CLOMR/LOMR would eventually be needed.

#### DNR PERMITTING ADJUSTMENT

During the scoping of the original project DNR permitting assistance was included. However, this did not include any in-person meetings at Hermantown City Hall. Previously designated hours for DNR permitting assistance not used for the coordination and scheduling of the DNR in-person meeting was credited in the updated task hour budget attached.

Engineers | Architects | Planners | Scientists

**Short Elliott Hendrickson Inc.**, 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

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

## SEGMENT 3 & 4 BRIDGE CLOMR/LOMR PURSUIT

The original contract assumed that the three (3) bridges in Segment 4 could be evaluated for a no-rise condition upon acquiring the trail alignment, topographic information, and proposed elevations. After three (3) meetings with Northland Consultants and the City of Hermantown it was decided that the trail alignment in Segment 4 will be adjusted to eliminate the two (2) northern bridges and the south bridge (Crossing #2) will be evaluated with the assumption that a CLOMR and LOMR will be required for regulatory approval. In preliminary results of the modeling it was observed that the proposed 20-foot span bridge would create a rise in the 100-year elevation greater than 1-foot. Based on the meeting with DNR on February 27, 2025 it is possible that a CLOMR will not be necessary if a rise of 0.5-feet or less occurs. It was additionally discussed that a rise between 0.5-1.0-feet could be allowable with a DNR waiver, however, waivers are rare and may be difficult to receive. Through finalizing the bridge model for the CLOMR, we will attempt to see how far the flood increases can be reduced. HEC-RAS models will need changes to cross-sections, bridge parameters, trail input, and a number of iterations to optimize the design, and we will rely on Northland Consultants to provide updated CAD linework and surfaces, if needed.

The north bridge (Crossing #4) in Segment 3 is a new bridge in our evaluation. A preliminary review of the bridge revealed a rise in the 100-year water surface elevation for any new structure that did not span the floodplain. There was a recent model update completed by SEH on this segment of Keene Creek for an unrelated project that will allow us to proceed with a more recent, pre-built model that should create efficiencies when building in the new pedestrian bridge. There will, however, be some improvements needed to the base model to prepare it for a CLOMR submittal. For instance, more recently available topographic data within the Keene Creek bed and bank as well as downstream culvert information will need to be incorporated.

It should be noted that construction may not begin on either bridge crossing of the floodplain until a CLOMR is received. CLOMRs may take 12 months or more to be approved by FEMA depending on reviewer workload and feedback. Once construction of the bridges is completed, a LOMR submittal will be required that will include updated models with bridge and trail as-built conditions. It is assumed the as-built surveys and all FEMA fees will be provided by the City.

**Deliverables:** The following deliverables will be provided to Northland Consulting and the City of Hermantown:

- H&H memo for non-floodplain crossings
- HEC-RAS models for floodplain bridge crossing 2 and 4
- DNR MPAR application package
- CLOMR application package
- LOMR application package

**Payment:** We have included a revised task hour budget in this amendment to finalize the crossings along Segments 3 and 4, develop a CLOMR, and a LOMR post construction. We will complete this scope of services for a fee of \$56,610 which includes time, materials, and expenses.

**Schedule:** We will begin work upon receipt of a signed amendment. We anticipate completion of the hydraulic analyses by May 30, 2025, provided there are a limited number of iterations in the crossing designs. DNR submission will take place by the following Friday, June 6, 2025. Submittal of a CLOMR will occur after DNR approval is received which is typically 2-weeks after submission. We anticipate CLOMR submission to occur prior to July 4, 2025. Once the CLOMR is submitted, we will address any comments received by FEMA within 2 weeks. The schedule for the LOMR will depend on the completion

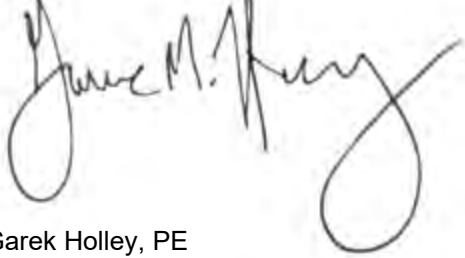
Mr. John Mulder  
March 5, 2025  
Page 3

of construction and receipt of as-built information. The LOMR schedule will be determined at the time of construction completion, which will be communicated to the City at that time.

If you have any questions or would like to discuss the details of Amendment 1, please contact Garek Holley at 920-716-8925 or [gholley@sehinc.com](mailto:gholley@sehinc.com).

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Garek Holley, PE  
Senior Water Resources Engineer  
(Lic. MN, TX, WI)

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2025

**City of Hermantown**

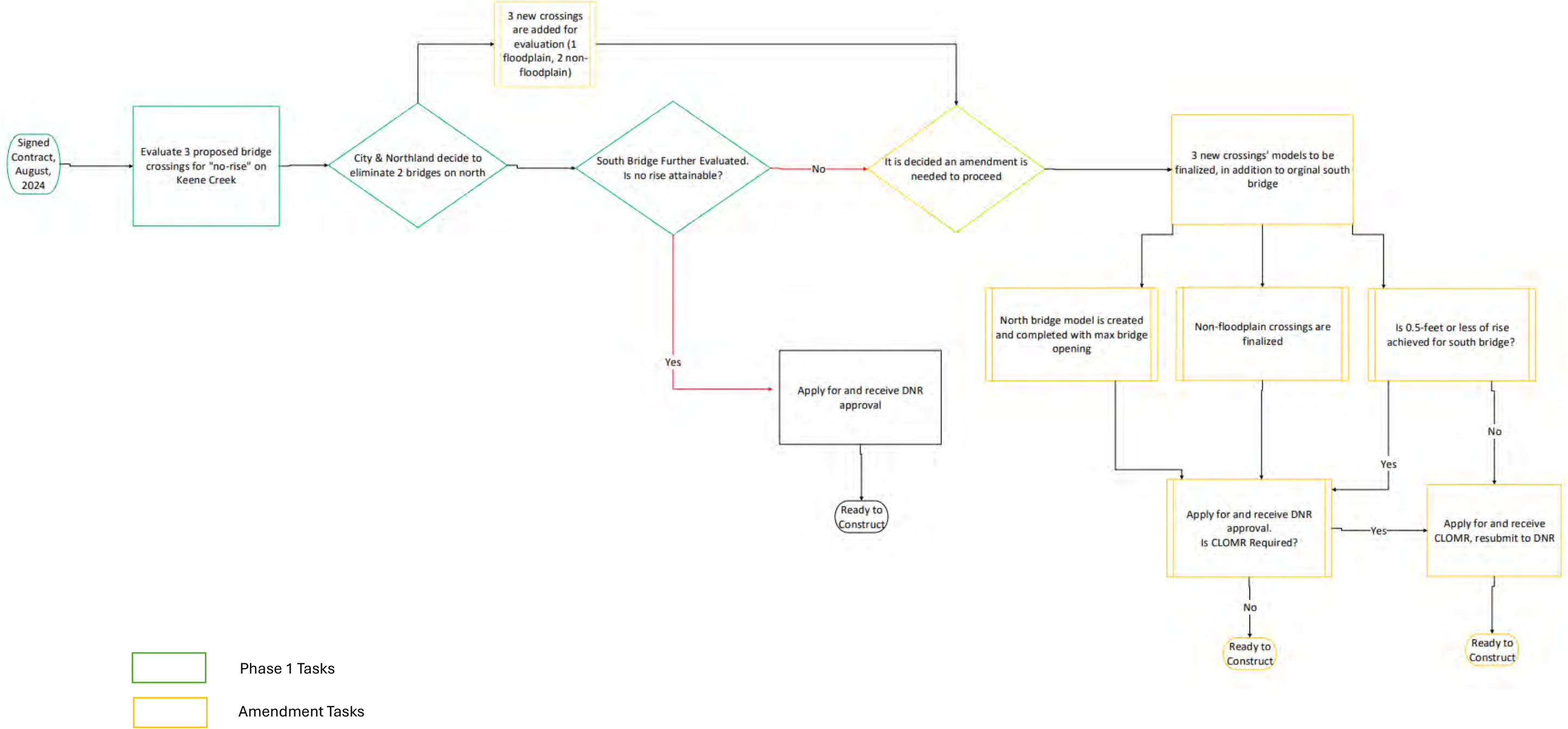
By: \_\_\_\_\_

Title: \_\_\_\_\_

c: Brad Woznak, Jeremy Walgrave, David Bolf

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# SEH Workflow Leading to Amendment



**Keene Creek Bridge H&H - Amendment 1**  
**Hermantown, MN**  
**Project Cost Estimate**

Billing Rate		\$242	\$253	\$144	\$234	\$137		
		Project Manager	Sr. Water Resources Engineer	WR Graduated Engineer	Sr. Water Resources Engineer	Admin		
							Total Labor (hours)	Total labor (Cost)
<b>Task</b>								
<b>Task 1: Waterway Crossing Evaluations</b>								
1.1	Assess H&H for Box Culvert (Crossing #1)	4		15			19	\$3,130
1.2	Finalize South Bridge Crossing #2	2			20		22	\$5,160
1.3	Assess H&H for Box Culvert (Crossing #3)	2		15			17	\$2,640
1.4	Finalize North Bridge (Crossing #4)	3			35		38	\$8,920
1.5	QA/QC All Crossings	4				4	\$970	
1.6	Project Management, Memo, and Team Coordination	3	3	2		4	12	\$2,320
							0	
<b>Task 2: DNR Meeting &amp; Permitting</b>								
2.1	DNR Meeting				12	2	14	\$3,080
2.2	Project Permitting & Update Meetings	3	3				6	\$1,490
							0	
<b>Task 3: CLOMR</b>								
3.1	South Bridge (#2) and North Bridge (#4) CLOMR	5		60	20	2	87	\$14,800
3.2	CLOMR Update Meetings	2	2				4	\$990
							0	
<b>Task 4: LOMR</b>								
4.1	South Bridge (#2) and North Bridge (#4) LOMR	5		40	20	2	67	\$11,920
4.2	LOMR Update Meetings	2	2				4	\$990
							0	
<b>Labor Hours Subtotal</b>		35	10	132	107	10	294	

Assumptions

- City will pay FEMA Fees and Permit Application Fees
- City is responsible for acquiring, and communicating to SEH, any additional property easements, deeds, or land owner approvals.
- All civil and structural designs will be provided by Northland Consultants

<b>Total Labor Costs</b>	<b>\$56,410.0</b>
<b>Mileage Charges</b>	<b>\$200</b>
<b>Total Project Costs</b>	<b>\$56,610.0</b>





Legend

★

Crossings

—

General Trail Alignment

—

2-foot Contours

FEMA Zone A

FEMA Zone AE, Flood Fringe

FEMA Zone AE, Floodway

SEH

3535 VADNAIS CENTER DR.  
ST. PAUL, MN 55110  
PHONE: (651) 490-2000  
FAX: (888) 908-8166  
TF: (800) 325-2055  
www.sehinc.com

Project: HERMT 181269  
Print Date: 3/5/2025

User Name: gholley  
Projection: NAD 1983 UTM Zone 15N  
Source:

Keene Creek Crossings

Keene Creek Multi-Use Trail, Segments 3 & 4

City of Hermantown, Minnesota

Figure  
1

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.





**CITY COUNCIL MEETING DATE:** March 17, 2025

**TO:** Mayor & City Council

**FROM:** Trish Crego, Utility and Infrastructure Director

**SUBJECT:** Payment for Trail Easement from Marsolek

---

☒ **RESOLUTION:** 2025-52      ☐ **ORDINANCE:**      ☐ **OTHER:**

---

**REQUESTED ACTION**

Approve the payment of the appraised value of the easement damages to William A. Marsolek and Stacie R. Marsolek as part of the eminent domain proceeding.

---

**BACKGROUND**

The City is working to build two sections of trail in the Summer of 2025. There is an existing 40' trail easement on the back side of the Stebner Road parcels, however, this easement needs to be altered to have a trail use. The City has begun an eminent domain proceeding in District Court to obtain the needed easement rights from William A. Marsolek and Stacie R. Marsolek . Under the quick take process in Minnesota Statute Section 117.042, the City has to pay the Marsoleks for the appraised value of the easement rights before the hearing on public purpose and before the City acquires the easement. The City will then acquire the easement rights before the matter goes to the hearing and damages. This will enable the City to begin the trail construction as early as this summer.

---

**SOURCE OF FUNDS (if applicable)**

412-419100-510

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**ATTACHMENTS**

Resolution  
Easement Agreement William A. Marsolek and Stacie R. Marsolek

**Resolution No. 2025-52**

**Resolution Authorizing The Payment Of \$11,100.00 To William Marsolek And Stacie Marsolek For Eminent Domain Damages In Court File 69DU-CV-25-322**

WHEREAS, in the interest of public health and recreation, the City of Hermantown (“City”) desires to construct a trail on a portion of existing utility easement in the City of Hermantown (“Project”); and

WHEREAS, the City must acquire two parcels of land in order to complete the Project (“Parcels”) as shown on the aerial photos attached hereto as Exhibit A; and

WHEREAS, the City has begun an eminent domain proceeding to acquire the easement rights for the trail from Willian Marsolek and Stacie Marsolek (“Marsolek”). Under the quick take process in Minnesota Statute Section 117.042, the City must pay Marsolek for the appraised value of the taking before the hearing on public purpose; and

WHEREAS, Danny Bissonnette, General Real Estate Negotiator of SRF Consulting Group, Inc (“SRF”) has prepared minimum damage acquisition reports (“MDA”) for each of the Parcels, in connection with the Project and has submitted his report and recommendation with respect thereto to the City Council; and

WHEREAS, Sandford Hoff, Certified General Appraiser, of F.F Salter Real Estate (“Hoff”) has prepared appraisal reports for each of the Parcels; and

WHEREAS, Executive Summaries of each appraisal report for the Parcels are attached hereto as Exhibit B; and

WHEREAS, the City Council of the City of Hermantown authorizes the payment of \$11,100.00 to Marsolek as part of the eminent domain proceeding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown, Minnesota, that the City is authorized to pay \$11,100.00 to Marsolek as part of the eminent domain proceeding for the trail easements rights.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_

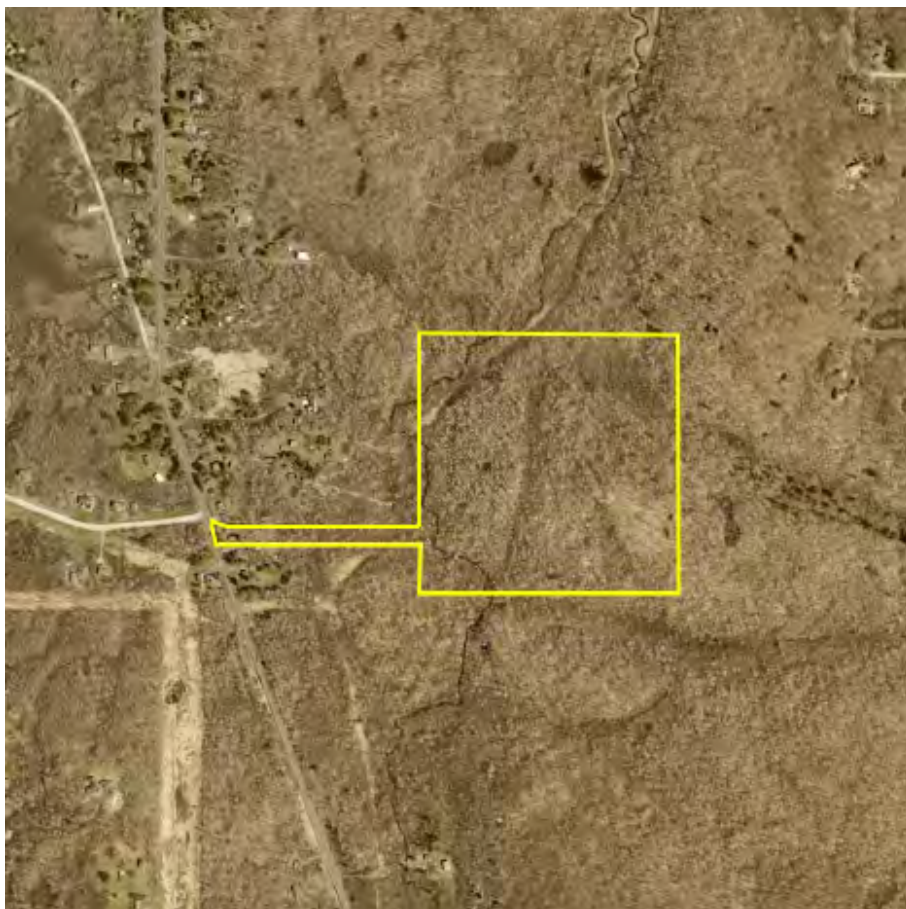
and the following voted in opposition thereto:

Councilors \_\_\_\_\_



WHEREUPON, such resolution was declared duly passed and adopted on March 17, 2025.

**EXHIBIT A**  
**Maps**





## **Exhibit B**

### **Executive Summaries**

#### **Summary and Conclusions:**

The adjusted sale prices range from \$0.61 to \$0.79 per square foot with a mean of \$0.70 and a median of \$0.69 per square foot. Based on this data a stabilized value estimate of \$0.70 per square foot is reasonable and supportable. The permanent trail easement encumbers a width on the subject parcel of 40 feet and distance of 834.55 feet for a total site area of 33,382 square feet. The calculations are as follows:

$$\text{Unimpaired Market Value:} \quad 33,382 \text{ S/F} \times \$0.70 = \quad \$23,367$$

The unimpaired market value is \$23,367. However, the property has an existing utility easement that has captured approximately 50% of the bundle of rights typically associated with fee ownership. (possession, control, exclusion, enjoyment and disposition). Therefore, the market value of the site, including the existing easement calculates to \$11,684.

$$(\$23,367 \times .50 = \$11,684)$$

#### **After Taking Market Value Analysis:**

The permanent trail easement will encumber 33,382 square feet with a width of 40' and a length of 834.55 feet. The permanent trail easement creates a detrimental condition that impairs the market value of the land area as property owner's bundle of rights are diminished.

#### **After Taking Highest and Best Use:**

The land area encumbered by the new permanent trail easement overlays an existing utility easement. The easement area will be improved with a 10' wide bituminous paved multipurpose recreation trail which represents the highest and best use after the proposed taking. The existing utility easement has already captured approximately 50% or more of the existing bundle of rights. The additional easement will cause higher intensity use of the land and therefore, capture all but 5% of the remaining bundle of rights.

**After Taking Valuation:**

The before taking market value of the land area encumbered by the easement is \$11,684. The permanent trail easement creates detrimental conditions that negatively influence the market value of the land area. I have determined that essentially 95% of the bundle of rights is captured by the easements. The calculations are as follows.

**Summary and Conclusions:**

Unimpaired Market Value (Before Taking):	\$11,684
Impaired Market Value (After Taking):	<u>\$584</u>
Diminution in Markt Value:	\$11,100

The diminution in market value calculates to \$11,100 rounded.

Respectfully submitted,



Sanford C. Hoff  
Certified General Real Property Appraiser  
MN License #4001232

(Top 3 inches reserved for recording data)

---

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between William A. Marsolek a/k/a William Marsolek and Stacie R. Marsolek a/k/a Stacie Marsolek, married to each other, (collectively "Grantor") and the City of Hermantown, a Minnesota statutory city, ("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. Grantor has agreed to grant Grantee an easement for public purposes across Grantor's property.

NOW, THEREFORE, the said Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the Grantee, its successors and assigns, FOREVER:

1. The Recitals are included as a part hereof.

2. An easement for public purposes, including, but not limited to, the construction and maintenance of a non-motorized trail for bicycles, pedestrians and skiers, including the construction and maintenance of necessary slopes and fills, in, upon, over, across and through a portion of the Property, legally described on Exhibit B-1 and Exhibit B-2 and depicted on Exhibit C-1 and Exhibit C-2 attached hereto, together with the right to enter upon and occupy so much of such property as may be necessary in constructing, repairing or otherwise maintaining any trail built therein, including any required slope and fill, and including the right to remove any and all trees, shrubs and herbage therein.

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

Check here if all or part of the described real property is Registered (Torrens) ☒

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor William A. Marsolek a/k/a William Marsolek caused this instrument to be executed on the day and year first above written.

GRANTOR:

\_\_\_\_\_  
William A. Marsolek  
a/k/a William Marsolek

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by William A. Marsolek a/k/a William Marsolek, spouse of Stacie R. Marsolek a/k/a Stacie Marsolek.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_  
*(month/day/year)*

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor Stacie R. Marsolek a/k/a Stacie Marsolek caused this instrument to be executed on the day and year first above written.

GRANTOR:

\_\_\_\_\_  
Stacie R. Marsolek  
a/k/a Stacie Marsolek

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Stacie R. Marsolek a/k/a Stacie Marsolek, spouse of William A. Marsolek a/k/a William Marsolek.

(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: \_\_\_\_\_

GRANTEE:

City of Hermantown

By \_\_\_\_\_  
Wayne Boucher, Its Mayor

And by \_\_\_\_\_  
Alissa McClure, Its City Clerk

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Wayne Boucher and Alissa McClure, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_  
*(month/day/year)*

[END OF SIGNATURES]

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

EXHIBIT A  
Legal Description

PARCEL I

That part of the N 1/2 of N 1/2 of S 1/2 of S 1/2 of SW 1/4 of SW 1/4, SECTION 36, TOWNSHIP 50 North of RANGE 15, lying east of the Getchell Road as now laid out through said SW 1/4 of SW 1/4.

AND

All that part of the S 1/2 of N 1/2 of S 1/2 of SW 1/4 of SW 1/4, lying east of Getchell Road, SECTION 36, TOWNSHIP 50 North of RANGE 15, lying southerly and westerly of a line drawn from a point on the west line of said tract 35 feet north of the southwest corner thereof to a point on the south line of said tract 80 feet east of of the southwest corner thereof.

That part of the N 1/2 of N 1/2 of S 1/2 of S 1/2 of SW 1/4 of SW 1/4, SECTION 36, TOWNSHIP 50 North of RANGE 15, lying east of the Getchell Road as now laid out through said SW 1/4 of SW 1/4.

AND

All that part of the S 1/2 of N 1/2 of S 1/2 of SW 1/4 of SW 1/4, lying east of Getchell Road, SECTION 36, TOWNSHIP 50 North of RANGE 15, lying southerly and westerly of a line drawn from a point on the west line of said tract 35 feet north of the southwest corner thereof to a point on the south line of said tract 80 feet east of of the southwest corner thereof, Saint Louis County, Minnesota.

SUBJECT to that certain Easement between William A. Marsolek and Stacie R. Marsolek and the City of Hermantown dated March 3, 2000 and recorded with the St. Louis County Registrar of Titles Office on May 3, 2000 as Document No. 682993.

Certificate No. 278008.

PARCEL II

SE1/4 of SW1/4 Section 36 Township 50 North Range 15 West of the Fourth Principal Meridian, Saint Louis County, Minnesota.

SUBJECT to that certain Easement between Richard A. Peterson and Barbara A. Peterson and the City of Hermantown dated May 15, 2000 and recorded with the St. Louis County Registrar of Titles Office on October 12, 2000 as Document No. 691182.

Certificate No. 327862.

Property Identification Nos.: 395-0014-00880 and 395-0014-00980

Property Address: 3508 Stebner Road, Hermantown, MN 55811

EXHIBIT B-1  
Description of Easement

A 40 foot wide easement for trail purposes lying over, under and across that part of the Southwest Quarter of the Southwest Quarter of Section 36, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota. The centerline of said easement is described as follows:

Commencing at the Southwest Corner of said Section 36; thence on an assumed bearing of North 89 degrees 48 minutes 31 seconds East, along the South line of said Section 36 for a distance of 882.40 feet; thence North 11 degrees 57 minutes 34 seconds West 72.68 feet; thence North 51 degrees 41 minutes 43 seconds East 287.17 feet to the North line of the South Half of the North Half of the South Half of the South Half of the Southwest Quarter of the Southwest Quarter, said point being the point of beginning of the of the centerline herein described; thence continue North 51 degrees 41 minutes 43 seconds East 112.83 feet; thence North 19 degrees 38 minutes 06 seconds East 13.94 feet to the North line of the North Half of the North Half of the South Half of the South Half of the Southwest Quarter of the Southwest Quarter and there terminating. The side lines of said easement shall be prolonged or shortened to terminate on said North line of the South Half of the North Half of the South Half of the Southwest Quarter of the Southwest Quarter and on said North line of North Half of the North Half of the South Half of the South Half of the Southwest Quarter of the Southwest Quarter.

Said trail easement contains 5,071 Sq. Feet or 0.12 Acres.

EXHIBIT B-2  
Description of Easement

A 40 foot wide easement for trail purposes lying over, under and across that part of the Southeast Quarter of the Southwest Quarter of Section 36, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota. The centerline of said easement is described as follows:

Commencing at the Southwest Corner of said Section 36; thence on an assumed bearing of North 89 degrees 48 minutes 31 seconds East, along the South line of said Section 36 for a distance of 882.40 feet; thence North 11 degrees 57 minutes 34 seconds West 72.68 feet; thence North 51 degrees 41 minutes 43 seconds East 400.00 feet; thence North 19 degrees 38 minutes 06 seconds East 320.00 feet; thence North 16 degrees 52 minutes 27 seconds West 170.00 feet; thence North 30 degrees 43 minutes 18 seconds East 60.00 feet; thence North 52 degrees 15 minutes 52 seconds East 54.71 feet to the East line of the Southwest Quarter of the Southwest Quarter, said point being the point of beginning of the centerline herein described; thence North 49 degrees 57 minutes 55 seconds East 400.00 feet; thence North 45 degrees 03 minutes 02 minutes East 135.86 feet to the North line of Southeast Quarter of the Southwest Quarter and there terminating. The side lines of said easement shall be prolonged or shortened to terminate on said East line of the Southwest Quarter of the Southwest Quarter and the North line of the Southeast Quarter of the Southwest Quarter.

Said trail easement contains 28,311 Sq. Feet or 0.65 Acres.

EXHIBIT C-1  
Depiction of Easement

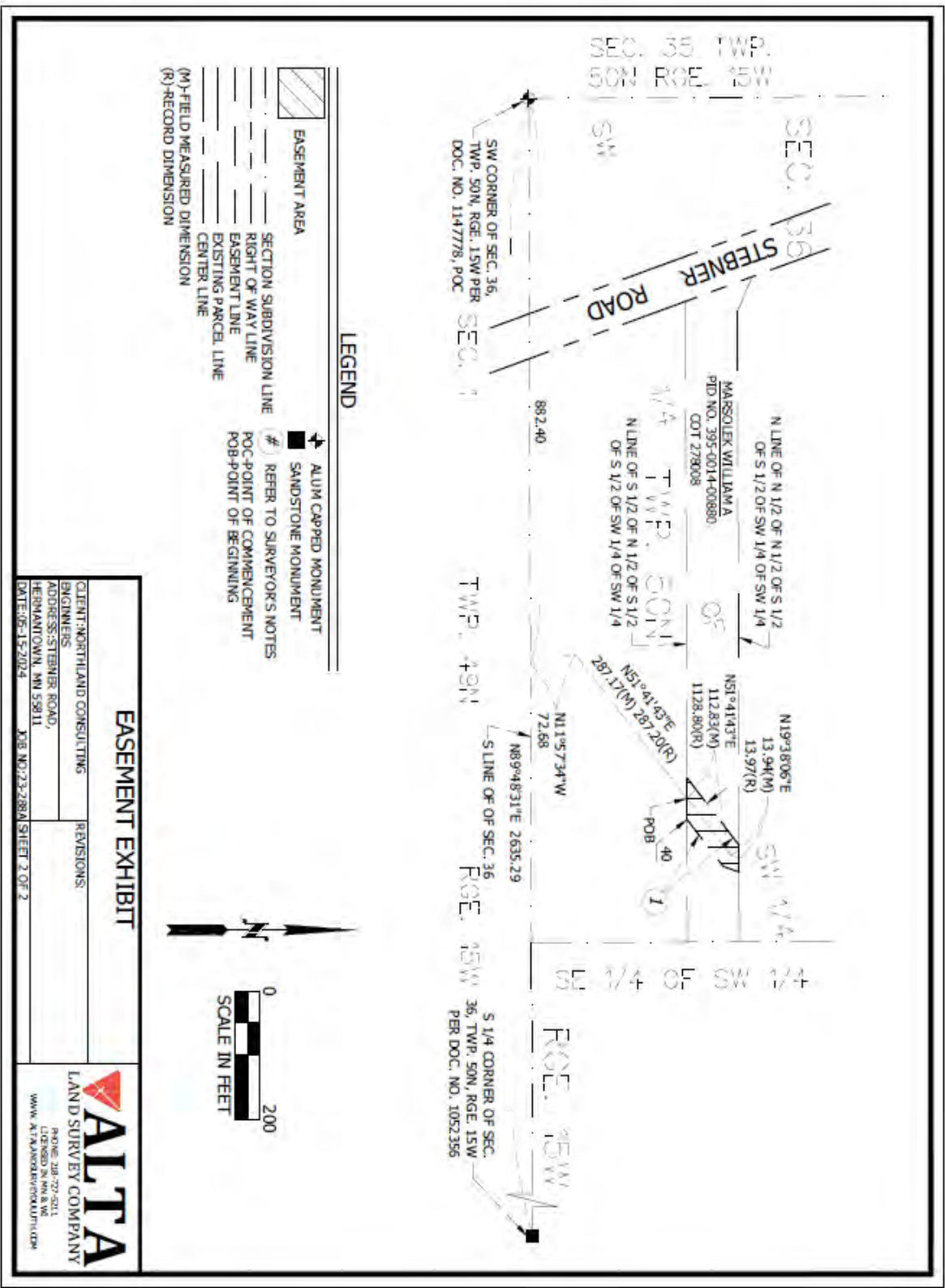
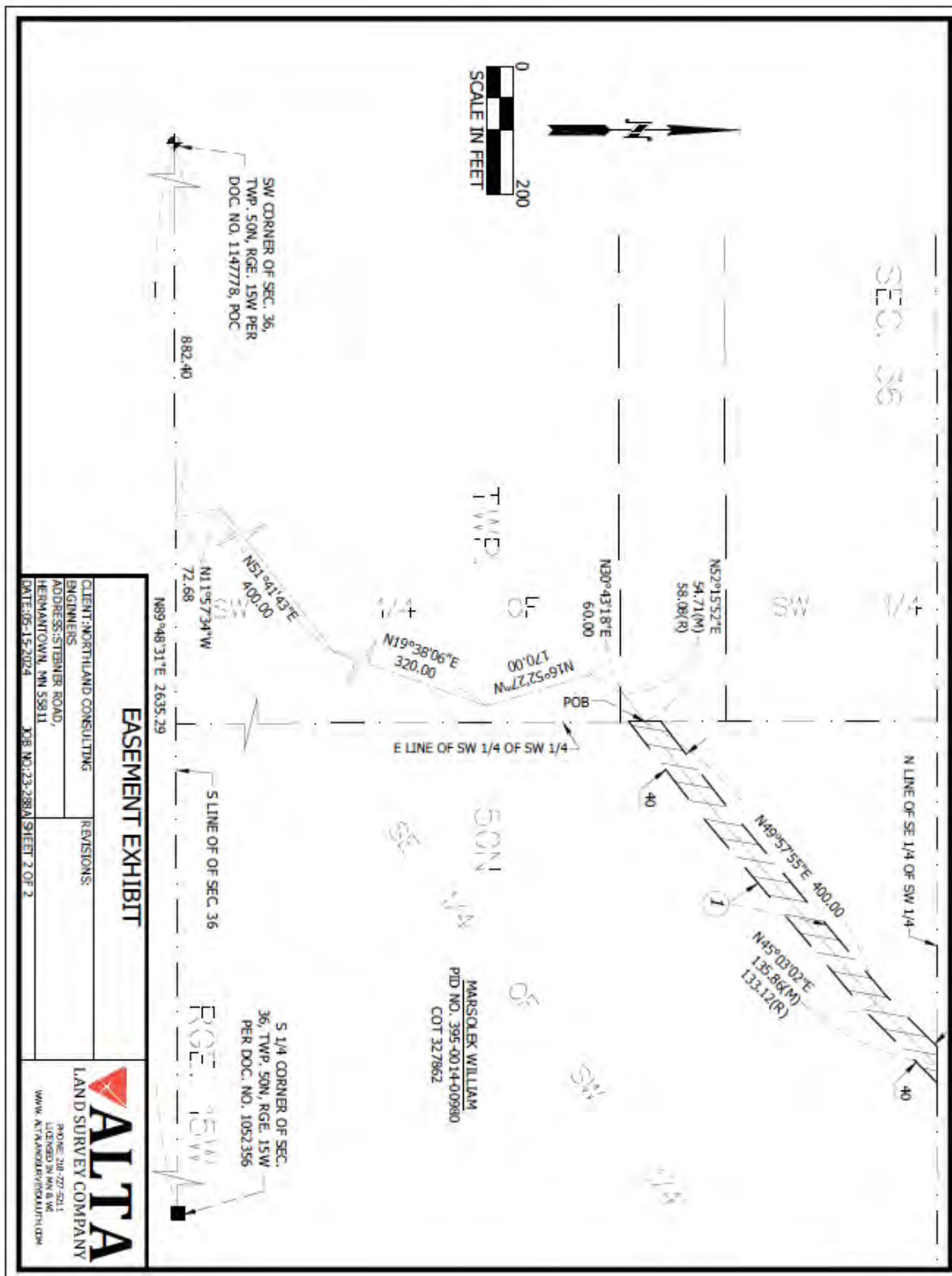


EXHIBIT C-2  
Depiction of Easement





**CITY COUNCIL MEETING DATE:** March 17, 2025

**TO:** Mayor & City Council

**FROM:** Trish Crego, Utility and Infrastructure Director

**SUBJECT:** Application for the Minnesota GreenCorps (MN GreenCorps) is an AmeriCorps program

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☒ **RESOLUTION:** 2025-53      ☐ **ORDINANCE:**      ☐ **OTHER:**

---

### **REQUESTED ACTION**

Approve application for Minnesota GreenCorps (MN GreenCorps) is an AmeriCorps program coordinated by the Minnesota Pollution Control Agency (MPCA). For the 2025-2026 program years.

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### **BACKGROUND**

The Minnesota GreenCorps (MN GreenCorps) is an AmeriCorps program coordinated by the Minnesota Pollution Control Agency (MPCA). For the 2025-2026 program year, MN GreenCorps anticipates selecting sites to host up to 58 members around the state. The City of Hermantown is applying to become a host site for the 2025-2026 MN GreenCorps program year

If selected, the GreenCorps member would assist the City of Hermantown with the research of past activities and plan for future green step goals, recording green step activities, community raingarden installation, monitor erosion control construction activities and assist with recording MS4 requirements, and assist with the MNDNR partnership of Keene Creek green Infrastructure. There are some in-kind costs estimated at \$1,100 cost.

If selected as a host site, we would be interviewed in April and assigned a member in late spring.

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### **SOURCE OF FUNDS (if applicable)**

601-494300-530

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### **ATTACHMENTS**

Resolution  
Application

**Resolution No. 2025-53**

**Resolution Authorizing The City Of Hermantown To Sponsor An Application For A Minnesota GreenCorps Host Site For 2025-2026**

BE IT RESOLVED by the city council of the City of Hermantown, Minnesota, as follows:

WHEREAS, the City of Hermantown has the legal authority to sponsor an application request to the Minnesota Pollution Control Agency (MPCA) to host an AmeriCorps member from the Minnesota GreenCorps in response to the 2025-2026 program year; and

WHEREAS, the City of Hermantown is committed to implementing the proposed projects as described in the host site application, and in accordance with pre- scoped position description; and

WHEREAS, that, if the request is awarded, the City of Hermantown agrees to accept the award and may enter into an agreement with the state of Minnesota. The City of Hermantown will comply with all applicable terms, conditions, roles, and responsibilities and any additional conditions stated in the agreement and the approved MPCA application; and

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements with the MPCA as are necessary to implement the project on behalf of the City of Hermantown.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_

and the following voted in opposition thereto:

Councilors \_\_\_\_\_

WHEREUPON, such resolution was declared duly passed and adopted March 17, 2025.



# I. Program overview

## AmeriCorps overview

AmeriCorps is a national service program that connects more than 250,000 individuals each year with organizations to strengthen communities across America. AmeriCorps members provide intensive service to meet our country's critical needs in education, public safety, health, and the environment. AmeriCorps programs provide opportunities for Americans to strengthen communities and foster civic engagement through service and volunteering. Visit [www.americorps.gov/](http://www.americorps.gov/) to learn more about AmeriCorps.

## Minnesota GreenCorps program overview

The MN GreenCorps is an AmeriCorps program coordinated by the Minnesota Pollution Control Agency (MPCA) designed to preserve and protect Minnesota's environment while training a new generation of environmental professionals. The program places AmeriCorps members with host organizations around the state to help communities increase resilience to climate change by:

- Reducing solid waste and increasing recycling.
- Reducing greenhouse gases and other air pollutants.
- Reducing water runoff and improving water and land quality.
- Assisting community members in taking eco-friendly actions.
- Reducing disproportionate negative impacts from pollution.
- Training new environmental professionals.

Funding for MN GreenCorps is provided through a combination of resources from AmeriCorps, ServeMinnesota, and the MPCA, along with local in-kind support.

## MN GreenCorps member position overview

This program year, MN GreenCorps anticipates placing and supporting up to 58 full-time AmeriCorps members. MN GreenCorps members serve for 11 months, from September 2025 through August 2026. Full-time members must serve 1,700 hours during their term, which equates to around 40 hours a week. As a professional development program, MN GreenCorps coordinates quarterly trainings, pairs each member with a professional mentor, and provides opportunities for member participation at conferences and workshops.

## Program topic areas

The MN GreenCorps program has identified four overarching areas to meet program goals.

1. Community readiness and outreach.
2. Energy conservation and green transportation.
3. Stormwater and forestry.
4. Waste reduction and recycling.

These topic areas have been selected because of their overall relevance to statewide environmental priorities, alignment with host site needs and member interest, opportunity to draw involvement of community members, and ability to generate measurable outcomes.



# Minnesota GreenCorps host site application

Program Year 2025-2026

Doc Type: Application

**Instructions:** The Minnesota GreenCorps (MN GreenCorps) program is an AmeriCorps program coordinated by the Minnesota Pollution Control Agency (MPCA). For the 2025-2026 program year, MN GreenCorps anticipates selecting sites to host up to 58 members throughout the state.

**To apply, submit the completed application to [mngreencorps.pca@state.mn.us](mailto:mngreencorps.pca@state.mn.us) by 5:00 p.m. on Wednesday, March 12, 2025.** For more information, refer to the *Minnesota GreenCorps host site application guide* at <https://www.pca.state.mn.us/mngreencorps>.

## Important notes:

- MN GreenCorps host sites must have at least one full-time paid employee. The supervision requirement is an average of three (3) hours per week for the duration of the program year.
- Host sites are required to provide a reasonable workspace for members to complete their project tasks, including a dedicated desk, phone, computer, and email account. If travel is required for member service activities, the host site must provide transportation for the member (access to fleet vehicles, mileage reimbursement, bus fare reimbursement, etc.). Host sites must contribute \$600 to member professional development.
- Members may not engage in AmeriCorps prohibited service activities such as attempting to influence legislation, providing a direct benefit to a for-profit business, writing a grant application to a federal agency, or performing clerical work. Member activities may not include assisting organizations with meeting requirements, coming into compliance, or avoiding fines from local, state, or federal laws or regulations. AmeriCorps members cannot displace or replace employees.
- Operation of the MN GreenCorps program is contingent on AmeriCorps funding. Confirmation of funds may not be available before the application deadline.

## I. Applicant and project information

Name of applicant organization: City of Hermantown

Mailing address: 5105 Maple Grove Road

City: Hermantown

State: MN

Zip code: 55811

Applicant contact: Trish Crego

Title: Utility and Infrastructure Director

Phone: 218-729-3613

Email: tcrego@hermantownmn.com

Website address: <https://hermantownmn.com/>

### What type of host site is your organization? (Check one):

- ☒ New  
☐ Current or past host site

### Please indicate your organization type:

- ☒ Government (local, regional, state, tribal, or federal)  
☐ School district  
☐ 501(c)(3) non-profit organization  
☐ Not-for-profit institution of higher education

**Please indicate the member position type for which you are applying (must only select one).** Details of the member position descriptions can be found in the *Minnesota GreenCorps host site application guide*.

- ☒ Community Readiness and Outreach  
☐ Energy Conservation and Green Transportation  
☐ Stormwater and Forestry  
☐ Waste Reduction and Recycling

## II. Narrative questions

### Member project

1. In one sentence, please summarize the goal of the proposed member project and associated activities (e.g., reduce vehicle miles traveled and emissions through Safe Routes to School efforts by conducting bike education, encouraging active transportation, and coordinating the implementation of infrastructure improvements):

Assistance with recording our GreenStep/Gold Leaf activities, including green infrastructure, erosion control activities, and possible grant applications

2. Complete the table below detailing member activities and the estimated percentage of time for each activity (it should total 100%). See the *Minnesota GreenCorps host site application guide* to reference the pre-scoped member position descriptions and *sample service plans* at <https://www.pca.state.mn.us/mngreencorps>.

Member activities	Estimated percentage of time
Research Past activities and plan for future green step goals including green infrastructure in our master plan	30
Recording green step activities	20
Help with community raingarden installation	20
Monitor the erosion control construction and assist with recording MS4 requirements	20
Possible Grant writing assistance	10

### Performance measures

Indicate performance measures that the project aligns with by checking the corresponding box; the service project may address any of the performance measures in any of the categories. Host site organizations will be selected in part for their commitment and ability to contribute to these performance measures. **Projects must align with at least one performance measure below.**

#### Air

- ☐ *Improve air quality:* Members will implement measures and education aimed at monitoring and reducing air pollutants by reducing vehicle miles traveled, supporting vehicle electrification, and/or promoting active transportation.
- ☐ *Conserve Energy:* Members will conduct outreach and/or apply energy conservation measures to public buildings and/or homes. Retrofitted structures will result in reduced energy consumption and/or reduced energy costs.

#### Land and water

- ☐ *Reduce water pollution:* Members will implement nutrient reduction efforts targeting phosphorus, total suspended solids, chloride (i.e., road salt and water softeners), etc. to improve water quality.
- ☐ *Improve habitat:* Members will implement best management practices to treat and improve public lands through activities such as removing invasive species, planting climate resilient trees, erosion control, seeding prairie, etc.

#### Waste reduction

- ☐ *Prevent food from going to waste:* Members will support and enhance programs capturing food that would otherwise have been wasted for redistribution by food rescue organizations to help address food insecurity.
- ☐ *Support organics recycling:* Members will implement residential or institutional waste prevention or organics recycling, resulting in pounds of organics prevented or diverted from the waste stream.
- ☐ *Divert waste:* Members will integrate sustainable waste management practices into daily operations at host site and community facilities to prevent, reuse, recycle, or otherwise divert material from the waste stream.

#### Outreach and education

- ☒ *Educate or train individuals:* Members will educate and/or train individuals on environmental stewardship to improve land, air, and water quality.
- ☐ *Motivate individuals to change behavior:* Members will provide education and training that will result in individuals changing behavior or making a promise or pledge to change behavior to lessen adverse environmental impact.
- ☒ *Mobilize and/or engage volunteers:* Members will recruit, train, and/or engage community members in service.

## Organizational capacity

1. Describe your organization's mission or goals as it relates to the proposed MN GreenCorps project activities.  
The City of Hermantown is part of the Green Step program, however we have not made it a priority to record our achievements or meet future steps. The MN GreenCorp person would assist in completing these tasks. One major task would be to help coordinate with the MN DNR Fishers and our Future Hermantown Uptown Masterplan to contain Green Infrastructure along Keene Creek  
In addition they would help with the planting of our Fichtner Park community raingardens, which is a partnership with South St Louis Soil and Water Conservation District.  
Finally the greencorp member would help monitor the stormwater and erosion control construction sites throughout the city and educate the contractors on how to prevent violations. As well as assisting in the RSPT (<https://sites.google.com/view/rspt/home>) outreach and tasks.
2. Identify one site supervisor who will provide direct support and supervision of the member.  
Supervisor name: Trish Crego Title: Utility and Infrastructure Director  
Email: tcrego@harmantownmn.com Telephone: 218-729-3613
3. Describe how the site supervisor's work aligns with the proposed member service plan.  
Utility and Infrastructure Director has the task of monitoring many of the environmental improvements through the city. Including, meeting stormwater MS4 requirements, SWPPP requirements, and coordination of the community with the ongoing construction projects within the city. In addition Crego is a licensed landscape architect and has a wealth of knowledge on native plant design and installation.

## Community involvement

1. Describe how the proposed project will focus on environmental justice initiatives and/or serve environmental justice areas, defined as tribal areas and census tracts with higher concentrations of low-income residents, people of color, or individuals with limited English proficiency. Click on the magnifying glass to find an address on the [EJ interactive mapping tool](#).  
While Hermantown does not contain an EJ area, it does border an area of 35% of people under 200% poverty income. We would like to create activities that meet the Green Step goals and invite EJ residents to participate and learn about environmental stewardship.
2. How will the proposed MN GreenCorps member position engage community members, volunteers, and/or partners?  
We will use the regional Community Education Program and other social outlets to reach out to those communities about possible involvement in environmental stewardship activities in our city.

## Current or past host sites only

1. Identify the program year(s) your host site previously participated, topic area(s), and the number of members hosted.  
N/A
2. Describe how this proposed member position is unique from past member positions. Or, if the project is similar to past member initiatives, explain the continued organizational and/or community need.  
N/A

## III. Supporting documentation

- Letters of support from partner organizations or internal departments are encouraged and accepted at the time of application and throughout the selection process.
- If a Board governs your organization, selected host sites must provide a *Board resolution* in support of hosting a MN GreenCorps member prior to entering into a grant agreement with MPCA.
- Selected nonprofit host sites must submit proof of 501(c)(3) status before entering into a grant agreement with MPCA.



**CITY COUNCIL MEETING DATE:** March 17, 2025

**TO:** Mayor & City Council

**FROM:** Trish Crego, Utility and Infrastructure Director

**SUBJECT:** Grant Application to Legislative-Citizen Commission on Minnesota Resources

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☒ **RESOLUTION:** 2023-54      ☐ **ORDINANCE:**      ☐ **OTHER:**

---

### **REQUESTED ACTION**

Approve a grant funding request associated with the Hermantown Community Connector Trail, which has been designated by the Legislative-Citizen Commission on Minnesota Resources.

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### **BACKGROUND**

The Proctor-Hermantown Munger Trail Spur (the “Plan”) has been designated by the Greater Minnesota Parks and Trails Commission as a regional park or trail. The City will be submitting a grant application to the Legislative-Citizen Commission on Minnesota Resources (“LCCMR”) for consideration in 2025 and was awarded the grant in 2026. As part of that grant, the City was able to construct the trail within Section 14 and 15 connecting Stebner Park to the Wellness Center and schools.

The City is now requesting a second grant from the LCCMR for the purpose of constructing the 2026 trail segments of the Hermantown Community Connector Trail. The anticipated cost of this 2.83 mile segment is \$2,382,000, and we are as LCMMR for \$850,000, \$950,000 from GMRTPC funding, and \$540,000 TA Grant funding and the remaining funds coming from the Community Recreation Initiative.

The grant funds are available starting July 1, 2026 (funding year 2025) and the work associated with the grant is required to be completed by June 30, 2027.

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### **SOURCE OF FUNDS (if applicable)**

Funds are available through the Minnesota Legislature from the Environment and Natural Resources Trust Fund (ENRTF).

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### **ATTACHMENTS**

Resolution  
Overall Trail Map

**Resolution No. 2025-54**

**Resolution Authorizing the City Of Hermantown To Sponsor A Grant Funding Request  
Via Legislative-Citizen Commission On Minnesota Resources (LCCMR) Program  
Associated With The Construction of 2026 Segments Of The City Of Hermantown  
Community Connector Trail**

BE IT RESOLVED by the city council of the City of Hermantown, Minnesota, as follows:

WHEREAS, the City of Hermantown has the legal authority to sponsor a grant funding request to Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2026 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal for the Construction of the City of Hermantown Community Connector Trail 2026 Segments (PROJECT), in order to provide connection to the other existing trail segments and parks; and

WHEREAS, the City of Hermantown is fully aware of the information provided in the funding request, including any non-state match and any other long-term commitments as defined in the funding request as submitted; and

WHEREAS, that, if funding is awarded, the City of Hermantown agrees to accept the award and may enter into an agreement with the state of Minnesota for the above-referenced project. The City of Hermantown will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

WHEREAS, that, The City of Hermantown understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Hermantown has the financial capability to pay for project expenses prior to seeking reimbursement; and

WHEREAS, that, The City of Hermantown certifies none of the current principals of The City of Hermantown have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded; and

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Hermantown.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_

and the following voted in opposition thereto:

Councilors \_\_\_\_\_

WHEREUPON, such resolution was declared duly passed and adopted March 17, 2025.

# Legislative-Citizen Commission on Minnesota Resources 2026 ENRTF Request for Proposal



## Minnesota's Environment and Natural Resources Trust Fund

*Minnesota Constitution Art. XI, Sec.14:* "The assets of the fund shall be appropriated by law for the public purpose of protection, conservation, preservation, and enhancement of the state's air, water, land, fish, wildlife, and other natural resources."

### Summary

The Legislative-Citizen Commission on Minnesota Resources (LCCMR) welcomes proposals for projects of all sizes that address the priorities and requirements described within this Request for Proposal (RFP) and that aim to protect, conserve, preserve, and enhance Minnesota's air, water, land, fish, wildlife, and other natural resources. The LCCMR reviews applications and makes funding recommendations to the Minnesota Legislature from the Environment and Natural Resources Trust Fund (ENRTF). Approximately \$103 million is available from the Trust Fund through this RFP for projects beginning July 1, 2026. Most projects funded are two to three years in duration. Proposals must be submitted online at [lccmrprojectmgmt.leg.mn](https://lccmrprojectmgmt.leg.mn) by March 19, 2025.

### Funding Available

Approximately \$103 million is available through this RFP for projects beginning July 1, 2026. The LCCMR makes recommendations to the Minnesota Legislature for funding from the Environment and Natural Resources Trust Fund. Recommended projects must be approved by the 2026 Legislature through an appropriations bill, signed into law by the governor, and have a work plan approved by the LCCMR before funds can be spent. For non-state entities, payment is made by [reimbursement](#) for expenses incurred, and fiscal oversight is provided through a grant agreement with the Minnesota Department of Natural Resources (DNR). Most projects are two to three years long, however more or less time can be requested.

### Amount of Request

There is no minimum or maximum request amount. All proposals should strive to maximize efficiency and return on investment for the proposed expenditures.

### Applicant Eligibility

The RFP is open to all who want to apply and who have demonstrated financial capacity. Applicants must be available to make a formal presentation to the LCCMR if selected and to be available for staff or commission member questions.

### Online Proposal System

All proposals must be submitted through the LCCMR's [online proposal submission system](#). Early account registrations and proposal submissions are strongly encouraged.

### Deadline for Submission

Final proposals must be submitted online by March 19, 2025, at 4:30 PM.

Information from this document may be copied and distributed to others. This publication can be made available in alternate formats, such as large print or audio format, upon request.

**Legislative-Citizen Commission on Minnesota Resources**  
Centennial Office Building, First Floor  
658 Cedar Street  
St. Paul, MN 55155  
Phone: 651-296-2406  
Email: [lccmr@lccmr.mn.gov](mailto:lccmr@lccmr.mn.gov)  
Website: [www.lccmr.mn.gov](http://www.lccmr.mn.gov)





**CITY COUNCIL MEETING DATE:** 03/17/2025

**TO:** Mayor & City Council

**FROM:** Joe Wicklund, Assistant City Administrator

**SUBJECT:** User Group Agreement – Hermantown Schools, ISD 700 – Baseball/Softball

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☒ **RESOLUTION:** 2025-55      ☐ **ORDINANCE:**      ☐ **OTHER:**

---

**REQUESTED ACTION**

Approval of park user agreements with Hermantown Schools, ISD 700, for baseball/softball

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**BACKGROUND**

The City enters into user agreements with several park users (Youth Baseball, Youth Softball, Youth Soccer) for primary use of sports-related aspects of our park system. This is the user agreement with Hermantown Schools for baseball and softball at Fichtner Park and Rose Road, respectively. There have been meaningful changes – including costs in future years and rules regarding maintenance, upkeep, cleanliness – due to the significant investments made at Fichtner Park with the Community Recreation Initiative.

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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

Resolution  
ISD 700/City Agreement

**Resolution No. 2025-55**

**Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With Independent School District No. 700**

WHEREAS, the City of Hermantown owns certain athletic fields; and

WHEREAS, the Independent School District No. 700 desires to utilize fields applicable to its sport; and

WHEREAS, the City requires that any party using a City athletic field enters into an agreement governing such use; and

WHEREAS, the Independent School District No. 700 desires to enter into the Agreement for a three-year term expiring on December 31, 2027 with the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota, as follows: 1. A three-year Agreement with the Independent School District No. 700 and the City of Hermantown is hereby approved. 2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such agreement on behalf of the City.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_

and the following voted in opposition thereto:

Councilors \_\_\_\_\_

WHEREUPON, such resolution was declared duly passed and adopted March 17, 2025.

## AGREEMENT FOR THE USE OF THE CITY OF HERMANTOWN ATHLETIC FIELDS

THIS AGREEMENT is made between the CITY OF HERMANTOWN (“City”) and INDEPENDENT SCHOOL DISTRICT NO. 700 (“School”) serving the Hermantown area, in order to fix the respective rights and duties of the City and the School with regard to the use of the City Athletic Fields

City at considerable expense has allocated land belonging to the City for use as athletic fields (“City Athletic Fields”). In order that this facility be a properly developed site for athletic events including baseball, softball and related sports, City has caused the area to be graded and has installed proper fields with markers, fencing, lights, and appropriate facilities for the staging of such events.

City and School are each a governmental unit responsible for the proper discharge of its duties and functions. It is necessary, therefore, that some record be made allocating rights and duties with respect to the maintenance and use of the City Athletic Fields. Accordingly, the parties do agree as follows:

1. City hereby grants to School a license to use the City Athletic Fields at such times, scheduled a reasonable period in advance, as School may require the use of these facilities for practice or for the staging of school events, which Legion or VFW shall not be considered a school event. This license of usage includes the right to use the turfed baseball field -noted as field #1, the updated baseball field-noted as field #2, softball-noted as field #3, lights, parking area and all other facilities appurtenant to the City Athletic Fields. The City Administrator shall be the sole judge with respect to the “usability” of the field.
2. In addition to the use of Fichtner Field, the City grants to School a license to use Rose Road field #2 for the purposes of its softball program.
3. School hereby agrees it will give reasonable advance notice of the scheduling of athletic practice and athletic events requiring the use of the City Athletic Fields, and does further agree that such usage, as it will make under this Agreement, will be done in a reasonable manner. This allows the City to schedule other users on these fields outside of the schedule set by the School. The City and School understand that schedule changes are inevitable due to weather and other circumstances. After agreeing to the initial practice and game schedule with the School, the City will allow other groups to schedule time. The School will not be

able to move other scheduled users/events after other scheduled users/events have contracted with the City for Fichtner Park and the noted fields.

4. The City has made a significant investment in improving the main baseball field at Fichtner Park with turf to aid in its usability in earlier months and different weather conditions. User groups will be expected to aid in protecting this investment through taking a few precautions. Metal spikes will not be used on the turf surface at any time. Sunflower seeds, chewing tobacco, colored sports drinks, and other items that will damage and stain the turf will not be allowed on the turf surfaces within Fichtner Park or in the dugouts or areas adjacent to turf surfaces. Fines of \$100 per occurrence will be enforced. User groups are expected to manage opponents use of metal spikes, sunflower seeds, and other damaging objects to the turf, as the fines will be levied against the user groups, not user group opponents.

In consideration of this license and expected park maintenance for Ten Thousand Dollars (\$10,000), School agrees to pay the City the sum of Ten Thousand Dollars (\$10,000.00) for the 2025-2026 year, payable on or before November 30. This amount will license and expected park maintenance will increase to Fifteen Thousand Dollars (\$15,000) for years 2026-2027 and 2027-2028, payable on or before November 30 of those respective years.

5. City reserves the right to grant a license for the use of the City Athletic Fields, subject to the limitations (a) when a license is granted for use of the City athletic fields, the Park Board will inspect the area prior to and after such use (b) that other users shall be required to restore the City Athletic Fields to the same condition which existed prior to their usage, (c) parties other than School shall not be given license for use at any time during the High School Baseball/Softball season when School has scheduled usage of the City Athletic Fields and when the use of the City Athletic Fields by such other party will conflict with the usage scheduled by the School of the City Athletic Fields and (d) reasonable advance notice of the request of others to use the City Athletic Fields shall be given by City to School while School is in session. Other parties will be able to schedule single-use rental time on the fields following the initial schedule submitted by the School. The City and School understand schedule changes are inevitable, but agree that the School will not be able to move other scheduled users/events after they have been set by single-use rental users as the School looks at rescheduling options and schedule changes.
6. Property installed by City on the City Athletic Fields shall be and remain the property of the City.
7. Except as School is permitted under law to make a grant or gift of the same, property installed by School for use in connection with City Athletic Fields shall be and remain the property of School including the maintenance thereof.

8. Maintenance of the City Athletic Fields shall be the responsibility of the City, however, the School also agrees to certain duties and functions in relationship to the use of the athletic fields. Listed below are the agreed responsibilities:

CITY MAINTENANCE ITEMS:

I. FICHTNER FIELD COMPLEX: Fields 1, 2 & 3

- (1) Mowing grass fields;
- (2) necessary watering and fertilization, as needed;
- (3) seeding, filling and grooming, when necessary;
- (4) weed control;
- (5) other routine maintenance items, which excludes dragging infields and chalking lines for games
- (6) Turning on/off of water/power annually to Concessions/Bathroom building
- (7) Provide dumpsters at site; and portable toilets if necessary for larger events
- (8) necessary maintenance of the turf field, as scheduled and noted by Field Turf
- (9) installation and removal of the batting cage nets at the beginning and end of seasons, and subsequent storage

II ROSE ROAD FIELDS

- (1) Mowing grass fields;
- (2) necessary watering and fertilization, as needed;
- (3) seeding, filling and grooming, when necessary;
- (4) weed control;
- (5) other routine maintenance items, which excludes dragging infields and chalking lines for games
- (6) Turning on/off of water/power annually to Concessions/Bathroom building
- (7) Provide dumpsters and portable toilets at site
- (8) Install/remove sunshades on Field #3 annually
- (9) Provide infield aggregate to School

SCHOOL DUTIES AND RESPONSIBILITIES: FICHTNER PARK

- (1) Prepare field for school events and school games; including bases, on-field batting cage (“turtle”), and pitching mounds

- a Main pitching mound is set to stay on Turf Field regularly, but may need to be taken off on occasion. City and School will work to communicate on these issues. Bases and smaller bullpen mounds should be stored after each contest/practice;
- b City will place temporary fencing for softball when 24-hour notice is available and will attempt to meet needs for shorter time frames, but not guaranteed. City and School will work together to coordinate temporary fence storage after each use in order to preserve safety of the asset and preservation of its condition. School will need to be capable of putting temporary fencing on field and storage in case City staff is unavailable
- (2) Provide custodial services in order to maintain all of the buildings during and following school events; including but not limited to the press box, seating areas, dugouts, and other fan-viewing areas
  - a This includes cleaning up items/trash/waste under the bleachers after each home game to avoid trash ending up on turf after game, as well as press box to avoid attracting nuisances within that building
- (3) Remove trash following school events/practices to dumpsters
- (4) Monitor, protect, and use appropriately the HYBA-donated scoreboard and controllers; as well as all A/V equipment in the press box

#### SCHOOL DUTIES AND RESPONSIBILITIES: ROSE ROAD FIELDS

- (1) Prepare field for school events and school games; including chalking lines, infield dragging, field prep, etc.
  - (2) Provide custodial services in order to maintain all of the buildings during and following school events; including but not limited to the concessions, restrooms, and fan-viewing areas
  - (3) Remove trash following school events/practices to dumpsters
  - (4) Monitor, protect, and use appropriately the City-provided scoreboard and controllers
8. Structural maintenance and structural repair of the facilities of the City Athletic Fields shall be the responsibility of the City. Such structural maintenance and structural repair shall include the following:
- (1) major repair and maintenance of fields 1, 2, & 3
  - (2) repair and maintenance of backstops, fences and dugouts
  - (3) repair and maintenance of all scoreboards.

- (4) appropriate maintenance of parking lots associated with both parks
9. All of the athletic facilities at the City Athletic Fields shall be inspected by representatives of City and School semi-annually in April and in August. Following such inspection, the representatives conducting the inspection shall make recommendations to City and School as to any improvements or repairs that should be made to the athletic facilities at the City Athletic Fields.
10. The School cannot sublease, or grant use of the facilities, with the exception of Minnesota State High School League activities, without prior request and approval of the Park Board.
11. School shall, during the term of this Agreement, maintain comprehensive property damage and liability insurance that names City as an additional insured and has a combined single limit of coverage of at least One Million Dollars Two Hundred Thousand (\$1,200,000). School shall provide City with a certificate evidencing that insurance is in force and effect with such certificate indicating that the insurance evidenced by such certificate shall not be canceled, materially altered or not renewed without thirty (30) days prior written notice of such cancellation, material alteration or non-renewal being given to City.
12. All receipts and disbursements in connection with athletic events sponsored by or performed pursuant to authority granted by School shall be for the account of School. All other receipts shall be for the account of City.
13. The cost of facilities and expenses, other than those, which School has agreed to assume, shall be for the account of City.

IN WITNESS WHEREOF, City and School have each authorized the ratification of this Agreement and have caused the same to be executed by their appropriate officers this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF HERMANTOWN

INDEPENDENT SCHOOL DISTRICT  
NO. 700

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_ Mayor \_\_\_\_\_

Its \_\_\_\_\_



**CITY COUNCIL MEETING DATE:** 03/17/2025

**TO:** Mayor & City Council

**FROM:** Eric Johnson, Community Development Director

**SUBJECT:** User Group Agreement - HSYA

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☒ **RESOLUTION:** 2025-56      ☐ **ORDINANCE:**      ☐ **OTHER:**

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**REQUESTED ACTION**

Approval of park user agreements with Hermantown Youth Soccer Association (HYSA).

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**BACKGROUND**

The City enters into user agreements with several park users (Hermantown Schools, Youth Baseball, Youth Softball, Youth Soccer) for primary use of sports-related aspects of our park system. This is the user agreement with Hermantown Youth Soccer for their use of Stebner Park.

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**SOURCE OF FUNDS (if applicable)**

General Fund to the Water Enterprise Fund – Water Usage Grant

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**ATTACHMENTS**

Resolution  
HSYA/City Agreement



**Resolution No. 2025-56**

**Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With The Hermantown Youth Soccer Association**

WHEREAS, the City of Hermantown owns certain athletic fields; and

WHEREAS, the Hermantown Youth Soccer Association desires to utilize fields applicable to its sport; and

WHEREAS, the City requires that any party using a City athletic field enters into an agreement governing such use; and

WHEREAS, the Hermantown Youth Soccer Association desires to enter into the Agreement for a three-year term expiring on December 31, 2027 with the City.

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

1. A three-year Agreement with the Hermantown Youth Soccer Association and Hermantown is hereby approved.

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

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption

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

Councilors \_\_\_\_\_

and the following voted in opposition thereto:

Councilors \_\_\_\_\_

WHEREUPON, such resolution was declared duly passed and adopted March 17, 2025.

## **AGREEMENT FOR THE USE OF THE CITY OF HERMANTOWN ATHLETIC FIELDS**

THIS AGREEMENT is made between the CITY OF HERMANTOWN (“City”) and Hermantown Youth Soccer Association (“User”) with regard to the use of the City Athletic Fields.

City at considerable expense has allocated land belonging to the City for use as athletic fields (“City Athletic Fields”).

City and User desire to allocate duties with respect to the maintenance and use of the City Athletic Fields. Accordingly, the parties do agree as follows:

1. City hereby grants to User a license to use the City Athletic Fields described on Exhibit A attached hereto (“Field”) at such times as are specified on Exhibit A attached hereto. This license of usage includes the right to use the Field, parking area, and all other facilities appurtenant to the Fields.

2. The term of this License shall expire on December 31, 2027.

3. Property installed by City on the City Athletic Fields shall be and remain the property of the City.

4. No property may be installed by User on the City Athletic Fields without the prior written approval by City. Property installed by User for use in connection with City Athletic Fields shall be and remain the property of City, unless the same can be removed without issue. Prior to the installation of any property to the City Athletic Fields, the City will seek input from the User on its location.

5. Maintenance of the City Athletic Fields shall be the responsibility of City except the User shall be responsible for restoration of fields following usage by it. Maintenance, which is the responsibility of the User, shall include the following:

a. custodial services in order to clean and maintain any buildings during and following use by User;

b. trash and litter clean up and proper disposal in containers provided by the City following use by User.

c. operating any concession stand utilized by User in accordance with all applicable codes and regulations

d. maintaining the cleanliness of any concession stand utilized by User in accordance with all applicable codes and regulations

e. the City will provide a yearly credit of \$3,000.00 total towards the water bill associated with the following accounts (1962-00, 1963-00, 1968-00, 2021-00 and 3059-00). This credit will be reviewed on a three year basis at the time of each new user agreement.

6. User shall, during the term of this Agreement, maintain comprehensive property damage and liability insurance that names City as an additional insured and with a combined single limit of coverage of at least one million two-hundred thousand dollars (\$1,200,000.00). User shall provide City with a certificate evidencing that insurance is in force and effect with such certificate indicating that the insurance evidenced by such certificate shall not be cancelled, materially altered or not renewed without thirty (30) days prior written notice of such cancellation, material alteration or non-renewal being given to City.

7. All receipts and disbursements from or related to the use of the City Athletic Fields shall be for the account of the Hermantown Youth Soccer Association except as specifically noted on Exhibit B attached hereto or except as specifically agreed to in writing by the City.

8. User may not assign, sublease, sublicense or otherwise grant any rights to the use of the City Athletic Fields for non-athletic events without prior written consent of the City.

IN WITNESS WHEREOF, City and User have each authorized the ratification of this Agreement and have caused the same to be executed by their appropriate officers this 11th day of March, 2025.

CITY OF HERMANTOWN

USER:

Hermantown Youth Soccer Association

By \_\_\_\_\_

By Eloisa Fournier Eloisa Fournier

Its Mayor

Its President

And By \_\_\_\_\_

By \_\_\_\_\_

Its Clerk

Its \_\_\_\_\_

**CITY OF HERMANTOWN**  
**PARKS AND RECREATION USER GROUP AGREEMENT**  
**HERMANTOWN YOUTH SOCCER ASSOCIATION**  
**EXHIBIT A**

FACILITY COVERED BY THIS AGREEMENT: Stebner Park  
Field's 1, 2, 3, 4, 5

TIME PERIOD:

*First* scheduled game or practice: \_\_\_\_\_

*Last* scheduled game or practice: \_\_\_\_\_

**CITY OF HERMANTOWN**  
**PARKS AND RECREATION USER GROUP AGREEMENT**  
**EXHIBIT B**

No Restrictions.



**CITY COUNCIL MEETING DATE:** 03/17/2025

**TO:** Mayor & City Council

**FROM:** Joe Wicklund, Assistant City Administrator

**SUBJECT:** Sponsorship/Naming Rights Agreement – Community Recreation Initiative, Essentia Health

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☒ **RESOLUTION:** 2025-57      ☐ **ORDINANCE:**      ☐ **OTHER:**

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**REQUESTED ACTION**

Approve a sponsorship/naming rights agreement with Essentia Health for the Community Recreation Initiative at Fichtner Park and the Hermantown Connector Trail System

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**BACKGROUND**

As part of the Community Recreation Initiative, the City sought the best possible partners to support improvements to Fichtner Park beyond the funding provided by the tax-payer approved sales tax increase, as well as for the Hermantown Connector Trail System. Essentia Health has proudly stepped into a critical role with \$250,000 dedicated to Hermantown’s central park and upcoming trail sections through a sponsorship rights agreement. Also known as a naming rights agreement, this will not have a specific object named after Essentia Health, but instead feature them throughout Fichtner Park and the Hermantown Connector Trail system.

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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

Resolution  
Essentia Health/City of Hermantown Agreement

**Resolution No. 2025-57**

**Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver  
Sponsorship/Naming Rights Agreement For Fichtner Park**

WHEREAS, The City of Hermantown has sought partners to support improvements to Fichtner Park beyond the funding provided by the tax-payer approved sales tax increase known as the Community Recreation Initiative; and

WHEREAS, the City is following through on a strong community desire to have increased recreational opportunities, including a reimagined and improved central park; and

WHEREAS, Essentia Health has stepped forward as a proud partner to help facilitate the best-possible overall park for the community of Hermantown through a sponsorship/naming rights sponsorship agreement; and

WHEREAS, the city staff and Essentia Health worked together to outline the specifications of a 20-year sponsorship/naming rights agreement that provides significant funding to the City in support of the park; and

WHEREAS, the collaboratively-designed sponsorship/naming rights agreement also meets Essentia Health's expectations for positive public notoriety regarding their generosity in making their meaningful contribution to the project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown the Sponsorship/Naming Agreement for Fichtner Park substantially in form of attached hereto between the Parties.

Councilor \_\_\_\_\_ introduced the foregoing resolution and moved its adoption.

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

Councilors \_\_\_\_\_

and the following voted in opposition thereto:

Councilors \_\_\_\_\_

WHEREUPON, such resolution was declared duly passed and adopted March 17, 2025

## **SPONSORSHIP AGREEMENT**

THIS Sponsorship Agreement (this "Agreement") is made effective as of the date last signed by the Parties (the "Effective Date"), by and among the City of Hermantown, (hereinafter "City") and Essentia Health (hereinafter "Essentia") in consideration of the mutual covenants and agreements herein contained. The parties hereby agree as follows:

### **RECITALS**

WHEREAS, as part of a community recreation initiative, the City is making enhancements to Fichtner Park and Trails (the "Complex"); and

WHEREAS, City owns and is willing to make available to Essentia promotional opportunities and certain advertising space on or near the Complex pursuant to the terms of this Agreement (the "Sponsorship Rights"); and

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the parties agree as follows:

### **ARTICLE I TERM**

1.01 The term ("Term") of this Agreement shall be twenty (20) years, commencing on the Effective Date, unless otherwise terminated in accordance with the terms and provisions contained herein. Each 12-month period of the Term, commencing on the Effective Date, shall be called a "Sponsorship Year". Upon the expiration of this Agreement, Essentia will have a one year right of first refusal for a subsequent agreement for Naming Rights as part of this Agreement.

### **ARTICLE II SPONSORSHIP AND OTHER PROMOTIONAL RIGHTS**

2.01 Sponsorship Rights. Throughout the Term of this Agreement, City agrees to provide to Essentia the Sponsorship Rights described on Exhibit A.

2.02 Substitute Inventory. The parties understand that many of the provisions of this Agreement will require cooperation and negotiation on an on-going basis, and also for a term extending over many years. The parties agree to do so and to use their best efforts to negotiate substitute and alternative promotions, signage, and/or rights of equal or comparable value if any existing or planned promotion, signage, or right is no longer possible or desirable. In each such case, City will suggest an alternative to Essentia. If the parties cannot agree on an alternative promotion, sign or right, the dispute resolution provisions of Section 9 will apply.

### **ARTICLE III EXCLUSIVE HEALTH CARE INDUSTRY SPONSOR**

3.01 For the Term of this Agreement, Essentia shall be the exclusive health care industry sponsor of the Complex . City agrees that it shall not enter into an Alternative Health Care Industry Sponsorship Arrangement (as defined herein) with respect to the Complex without Essentia's advance written consent, which such consent may be withheld in Essentia's sole discretion. "Alternative Health Care Industry Sponsorship Arrangement" means any sponsorship or similar arrangement between the City and a Third Party that provides healthcare, rehabilitation, wellness, and such other related health services or



engages in business activities or offers products or services that are competitive with one or more of Essentia's products or services..

#### **ARTICLE IV COMPENSATION**

4.01 For the Term of this Agreement, Essentia shall contribute an aggregate amount of up to \$250,000 to support enhancements of the Complex, with \$150,000 to be paid within two years of the Effective Date as enhancements are being constructed. Payment will be divided into two payments, with year one payment of \$150,000 within one month of the Effective Date, and the year two payment of \$100,000 at thirteen months after the Effective Date. In the event this Agreement is terminated pursuant to the terms of this Agreement, Essentia's payment obligations shall cease.

#### **ARTICLE V CHANGE OF NAME AND/OR LOGO**

5.01 Name Change. If Essentia changes its corporate name or trade names, merges into another entity that results in a name change, or sells substantially all of its assets to another entity, Essentia shall so notify City. Essentia or its successor shall be responsible for all direct and indirect costs associated with the resulting name and logo change of the Complex, including, without limitation, all costs and expenses of reconstructing, restoring, remodeling, or otherwise altering any portion of the Complex or signage on, in, or around the Complex, replacing or relabeling any uniforms, concession materials, replacing letterhead, stationery or other printed materials, or replacing or relabeling any other items with the new name and logo.

5.02 Successors. This Agreement shall be binding upon any successor or assign of any party, whether by merger, sale of assets, dissolution, reorganization, or otherwise.

#### **ARTICLE VI ASSIGNMENT**

6.01 Assignment. The rights and obligations created by this Agreement are unique to Essentia, exclusive and shall not be transferred or assigned by Essentia except by written consent of City, as applicable, which shall not be unreasonably withheld. In the event City sells any of its property rights in or to the Complex, City will, as a condition to the consummation of such sale, ensure any purchase agreement and related documents require that the purchaser expressly assume all obligations of City under this Agreement.

#### **ARTICLE VII DEFAULT; REMEDIES**

7.01 Default. A default shall be deemed to have occurred hereunder if:

- A. Essentia fails to make any payment required under this Agreement and such default continues for a period of thirty (30) days after the date it is due; or
- B. Either party fails to perform or observe any material term, covenant, condition, or provision of this Agreement; and such breach continues for a period of thirty (30) days after written notice to the defaulting party; or if such breach cannot be cured reasonably within such thirty (30) day period and the defaulting party fails to commence to cure such breach within thirty (30) days after written notice or fails to proceed diligently to cure such breach within a reasonable time period thereafter.

7.02 Notice. Upon occurrence of an uncured material default, the non-defaulting party shall give the defaulting party prior written notice of termination of this Agreement.

7.03 City's Remedies. City's respective remedies in the event of Essentia's default shall include (but is not limited to) the right to terminate the Agreement subject to Section 7.01(b), and the right to remove, cover/or replace all signage, written and other references to Essentia upon ninety (90) days prior written notice.

7.04 Essentia Remedies. Essentia's remedies in the event of a default by City, as the case may be, shall include (but is not limited to) the right to terminate the Agreement subject to Section 7.01(b), discontinuing payment until the default has been cured, and the right to seek specific performance of City, as applicable, of duties under this Agreement. Essentia shall have the right to terminate this Agreement, without liability, in the event City sells the Complex to an unrelated third party and Essentia provides advance written notice that in its reasonable judgment, such transfer may materially impair the value of the Essentia Marks and that such Right of Termination will be exercised within sixty (60) days following the effective date of any such transfer. In the event of a material, uncured default by City, Essentia shall also have the right to terminate this Agreement.

## **ARTICLE VIII TERMINATION**

8.01 Termination. At the end of the Term, or upon earlier termination of this Agreement in accordance with the terms herein, the rights and privileges granted under this Agreement shall immediately terminate, and the parties shall terminate the use of Essentia Marks in connection with any licensed goods and services. Notwithstanding the foregoing, however, City, as applicable, shall have a period of one hundred and eighty (180) days after the date of termination to utilize the Essentia Marks in order to make necessary physical changes to the Complex and its components, and to phase out the use of the advertising and promotional materials in stock.

8.02 Bankruptcy; Insolvency. Either party may terminate this Agreement immediately upon written notice to the other party if such other party (i) becomes insolvent, takes the benefit of any present or future insolvency or bankruptcy statute, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, reorganization or readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (ii) by court order or decree is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of its equity owners, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof; or (iii) has filed against it an involuntary petition under any bankruptcy or insolvency law, or an action under present or future insolvency law or statute, and such filing is not dismissed or stayed within sixty (60) days after the filing thereof.

8.03 Disposal of Property After Termination. Upon the early termination of this Agreement, the party whose actions have precipitated a termination of this Agreement (e.g., the party who failed to perform or committed the breach which served as the basis for the termination of this Agreement and such breach is not cured as permitted herein) shall bear all costs and expenses associated with the removal and destruction of the Essentia signage, logos, and collateral from the Complex.

## **ARTICLE IX DISPUTE RESOLUTION**

9.01 Procedure. Any dispute, controversy or claim arising out of this Agreement except any claim relating to the ownership or validity of the Essentia Marks or any other intellectual property owned by Essentia, or the claimed breach thereof, that cannot be settled through negotiation shall be resolved (a) first, by the parties trying in good faith to resolve the dispute by mediation (such mediation session may be requested by any party, shall be held in Hermantown, Minnesota and shall commence within fifteen (15) days of the selection of the mediator, and (b) if the dispute, controversy or claim cannot be resolved by mediation, then by arbitration (such arbitration to be held in Hermantown, Minnesota before a single arbitrator and to commence within fifteen (15) days of the selection of the arbitrator. The arbitrator shall not have authority to award punitive damages. Judgment on the award by the arbitrator may be entered in any court having jurisdiction thereof.

9.02 Selection. The parties involved in the dispute will work collectively to select a mediator or an arbitrator, as appropriate. If the parties are unable to agree, each party will select three (3) possible mediators or arbitrators, and the parties will alternate striking a possible mediator or arbitrator from the prospective list.

## **ARTICLE X REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION**

10.01 Mutual Warranties. Each Party represents and warrants to the other that (a) it is in good standing under the laws of its state of formation, (b) this Agreement constitutes its valid and binding obligation, enforceable in accordance with its terms, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity, (c) except as otherwise set forth herein, no consent of a third party is necessary to execute, deliver and perform its obligations under this Agreement, (d) except as otherwise set forth herein, the making of this Agreement and the performance of its obligations hereunder do not violate any agreement, right or obligation existing between it and any other third party, and (e) each party shall comply, at its own expense, with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes applicable to such party's performance of this Agreement.

10.02 General. The Parties will indemnify, defend and save harmless the other (including its respective officers, directors, partners, officials, employees and agents) from all third-party claims, actions, damages, losses or expenses of every kind and description made against or suffered by the other:

- (a) because of or based upon the indemnitor's (or its officers', directors', partners', employees', agents', representatives', tenants' or guests') negligent act, misconduct or omission, or breach of this Agreement;
- (b) arising from or in connection with the operation of the indemnitor's business;
- (c) the use of any trademark, copyright or other intellectual property right belonging to or exclusively licensed by the indemnitor; and
- (d) the content, accuracy, character, form and subject matter of any signage or advertising, provided such signage or advertising is in a form exactly as provided in writing by the indemnitor to the indemnitee(s).

10.03 Notice, Defense and Settlement. Each party will give the other party prompt written notice of any claim or suit coming within the scope of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim demand or action against the indemnitee

and will permit the indemnitee, at the indemnitee's expense, to participate in the defense of the claim. The indemnitor may settle any such claim, demand or action against the indemnitee with the prior written consent of the indemnitee, and such consent may not be unreasonably withheld, conditioned or delayed.

10.04 Survival. The provisions of this Article shall survive termination of this Agreement.

## **ARTICLE XI CONFIDENTIALITY AND NON-DISCLOSURE**

11.01 To the extent allowed by the Minnesota Data Practices Act, each party agrees to maintain in confidence all information relating to business, financial, personnel and other proprietary aspects of the other's business, and make no disclosure thereof to third parties, including this Agreement and the material provisions hereof. City, for its part, desires to maintain the provisions of the Agreement in general confidence in recognition of the eventual possibility of re-bidding such rights on a competitive basis, and of its ongoing need to enter into other advertising and sponsorship agreements.

In addition, the parties may make disclosure as follows:

- (i) The parties may at any time and from time to time agree to disclose additional terms and conditions in connection with press events, advertising or promotional campaigns, the recruitment of other corporate sponsors, or otherwise;
- (ii) Essentia may be identified as set forth herein;
- (iii) Either party may make disclosure to any of its directors, officers, employees or agents, or to its lenders, counsel, accountants and other similar advisors, or to any third parties as are required by contract to receive such information or to whom such disclosure would be necessary to avoid a breach of contractual obligations; and
- (iv) Either party may disclose any terms or conditions to the extent required by law, governmental regulation or order of any court or administrative or regulatory agency, or in connection with mediation, arbitration or litigation proceedings relating to this Agreement.

## **ARTICLE XII MISCELLANEOUS**

12.01 Attorney's Fees. Each party shall be responsible for its own attorney's fees.

12.02 Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.

12.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute but one and the same instrument.

12.04 Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of general business to perform and have access to the Complex as provided for herein, such invalidity, illegality or unenforceability shall

**12.05 Notices.** All notices required to be given under this Agreement shall be given by certified or registered mail, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section and shall be deemed given when deposited in the U.S. Mail, postage prepaid:

With a copy to:

Essentia Health  
Attn: General Counsel  
502 E. 2<sup>nd</sup> St.  
Duluth, MN 55805

12.07 Force Majeure. If the Complex is damaged by flood, fire, fire, earthquake, act of God, terrorism, or other casualty or is condemned by an authority exercising the powers of eminent domain or the Complex is transferred in lieu of the exercise of such power so as to render the Complex unusable for its intended purpose at any time during the Term, then City shall have the option, but not the obligation, to repair the damage or loss. City shall notify Essentia as to whether it shall effect such repair and restoration within sixty (60) days after the casualty. If City notifies Essentia that it is electing to effect such repairs and restoration, this Agreement shall continue in full force and effect. Essentia may terminate this Agreement if such repairs or restoration are not substantially completed by the date which is one (1) year following the date of such fire or other casualty. Notwithstanding the foregoing, if it is not reasonably feasible for the applicable repairs or restoration to be completed within one (1) year, the period of time for City to make the repairs or restoration shall be extended for such period of time as City (or a third party contractor) continues to actively work on making the necessary repairs or restoration, not to exceed two (2) years following the date of the fire or other casualty. If City notifies Essentia that it is electing not to effect such repairs and restoration, then this Agreement and all licenses granted hereunder shall terminate as of the date of such fire or other casualty. In the event that this Agreement is not terminated pursuant to this Section 12.07, the Term shall be extended by such number of days as equals the length of the period from the date of the event until the Complex is again usable for its intended purpose or such repairs and restoration are substantially complete as provided herein, whichever is earlier. In the event that this Agreement is terminated pursuant to this Section 12.07, all prepaid fees and other charges relative to the period from and after termination of this Agreement promptly shall be reimbursed to Essentia by City. Except as otherwise provided herein, neither party shall be liable or responsible for any failure to perform its obligations hereunder, which failure

is caused or brought about in any manner beyond the control of such Party, including but not limited to strike, lockout, shutdown, act of God or other work stoppage, federal, state, or local government action or inaction (with respect to required approvals), the breakdown or failure of apparatus, equipment, or machinery employed in its supply of such services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any other act or condition beyond its reasonable control, other than such party's inability to perform payment obligations. Upon any such event, the affected Party's obligations hereunder shall be suspended pursuant to this Section 12.07 and the other Party shall have no right to terminate this Agreement or to seek damages, provided the affected Party acts diligently to effect timely performance of its obligations. In the event the Complex is not usable for a period of at least sixty (60) days as a result of the events described under this Section 12.07, all of Essentia's payment obligations hereunder shall toll until the Complex is repaired, renovated and reopened to the public.

12.08 Essence. Time is of the essence for this Agreement.

12.09 Bailment. Nothing herein shall be construed to create bailment relationship between the parties concerning any property brought on the premises of the Complex by Essentia, unless such property is expressly delivered into the possession of City, as applicable.

12.10 Status of Parties. Unless specifically designated herein, the parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes. Nothing contained in this Agreement shall be determined to create a partnership or joint venture between City and Essentia with respect to Essentia's activities conducted at the Complex pursuant to the terms of this Agreement.

12.11 Minnesota Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in St. Louis County, Minnesota.

12.12 Authority. Each of the parties personally represents and warrants that the individuals acting as signatories to this Agreement maintain the authority to bind the parties and that this Agreement, when properly executed by both parties, will constitute a valid and binding agreement, enforceable in accordance with its terms.

12.13 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof. The Exhibits referenced throughout this Agreement are by this reference made a part hereof.

*[Remainder of this page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date first written above.

**ESSENTIA HEALTH**

By: \_\_\_\_\_

Printed: Kim Deiss

Title: Vice President of Marketing & Communications, Essentia  
Health

Date: \_\_\_\_\_

**CITY OF HERMANTOWN**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: Clerk

Date: \_\_\_\_\_

## **EXHIBIT A**

### ***Sponsorship Rights***

#### **Partnership Vision**

- Essentia will be the sole Health Care Industry Sponsor for the Hermantown Community Recreational Initiative for the Term of this Agreement, including enhancements to Fichtner Park and Trails.
- Essentia will be involved in steering committees and key decisions for marketing the Hermantown Community Recreational Initiative.
- The partnership will build on relationships established with the Essentia Wellness Center (YMCA, City of Hermantown, and other partners).
- Essentia's partnership with the City of Hermantown Recreational Initiative will enable
  - Trails which will connect the schools with existing trails, ultimately connecting with the Munger Trail.
  - Enhancements to Fichtner Park, which will support youth baseball and greater use of the park and amenities such as artificial turf allowing the field to be used 3 more months per year.
  - An accessible playground space to be enjoyed year round, when weather conditions permit.
- The partnership will enable access to healthful activities for people of all ages.

#### **Promotional Rights**

- Essentia will be promoted when the Initiative is discussed in print or media.
- Essentia's name and logo will be featured prominently in Fichtner Park with final signage to be mutually agreed upon and branding locations at the locations on Exhibit B.
- Essentia will be recognized as a top-level donor of the accessible playground in Fichtner Park (which recognition may be alongside other donors on a donor recognition wall).
- Signage for new segments of the Hermantown Connector Trail System will feature Essentia's name and sponsorship, with language to be mutually agreed upon (e.g., Hermantown Community Trails – Powered by Essentia Health).
  - Promotional rights will include notation on trail signage, related webpages, and any marketing materials that the Hermantown Connector Trail System is powered by Essentia Health.



**EXHIBIT B**  
*Signage Locations*