

Hermantown City Council Meeting - Monday, April 21, 2025

Hermantown's upcoming City Council meeting is scheduled to begin at 6:30 p.m. with members of the public invited and welcome to take part.

Public comment may also be submitted in advance of the meeting. Comments, questions, or concerns can be e-mailed to Community Engagement Director, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title "City Council Meeting."

It is important to note that all comments regarding this meeting are public data.

Remote options for attending Hermantown City Council meeting are no longer necessary for public health considerations.

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, April 21, 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.

City Council Meeting, Monday, April 21, 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

City Council Work Session, Monday, April 21, 2025 at 3:00 p.m.

Large Conference Room, City Hall - Hermantown Governmental Services Building

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

City Council Meeting, Monday, April 21, 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. <u>COMMUNICATIONS</u>

A. Correspondence 25-59 through 25-70 placed on file

6

7. **PRESENTATIONS**

8. PUBLIC DISCUSSION

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

9. **MOTIONS**

10. CONSENT AGENDA

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

- A. **Minutes** Approval or correction of April 7, 2025 City Council Continuation Minutes
- B. **Accounts Payable** Approve general city warrants from April 1, 2025 through April 15, 2025 in the amount of \$2,799,909.15

11. ORDINANCES

A. 2025-10 An Ordinance Amending Chapter 2, Definitions

9

	(second reading) (motion, roll call)	
В.	2025-12 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map	<u>28</u>
	(second reading) (motion, roll call)	
Rol	SOLUTIONS It call will be taken only on items required by law and items requiring 4/5's votes, all others to be done by voice vote.	
A.	2025-64 Resolution Approving Premises Permit Application For The Aad Shrine of Hermantown to Allow Lawful Gambling At The Aad Shrine Event Center	<u>35</u>
	(motion, roll call)	
В.	2025-65 Resolution Receiving Bids And Approving Award Of Contract To Collins Roofing And Sheet Metal For The Labor And Materials Necessary To Repair The Hermantown Public Works Building Roof	<u>39</u>
	(motion, roll call)	
C.	2025-66 <u>Resolution Approving Comprehensive Plan Update As Prepared By Hoisington Koegler Group, Inc.</u>	<u>44</u>
	(motion, roll call)	
D.	2025-67 <u>Resolution Approving A Special Use Permit For Grading And</u> <u>Filling Within A Natural Shoreland Overlay Area</u>	<u>85</u>
	(motion, roll call)	
E.	2025-68 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Development Agreement With JLG Enterprises Of Hermantown, LLP For Peyton Acres Phase 3	<u>100</u>
	(motion, roll call)	
F.	2025-69 Resolution Authorizing and Directing Mayor And City Clerk To Execute An Acceptance of Easement Agreement To The City Of Hermantown From James and Susan Samberg For The Hermantown Trail Project	121
	(motion, roll call)	
G.	2025-70 Resolution Authorizing Application For And, If Successful,	<u>122</u>

12.

Minnesota Housing Finance Agency In An Amount Of Up To \$325,000

(motion, roll call)

H. 2025-71 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Purchase Agreement With Hien Nguyen And Joel Perrin

<u>136</u>

(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**





Agenda City of Hermantown April 21, 2025

3 p.m.

Location: Hermantown City Hall

Note: A light dinner will be available

- Welcome and Introductions Chad Ronchetti, Economic Development Director
- Overview of ULI Minnesota and the Navigating Your Competitive Future program Megan Flanagan, ULI Minnesota
- Overview of Market Forces/Trends & City Specific Community Data Breanne Rothstein, ULI MN Consultant
- Developer Panel a facilitated discussion with key real estate panelists will
 focus on the current market trends in the housing sector, the importance of
 partnerships between cities and the development community, financing metrics
 to support development and strategies to position cities to be economically
 competitive
 - o John Breitinger, Development Consultant, Cushman and Wakefield
 - o Will O'Keefe, Director of Development, Bader Development
 - Jason Hale, Founder, Northshore Development Company
- Q & A Breanne will facilitate questions from the Council and other workshop participants in response to the panel discussion
- Wrap-Up/Next Steps —Breanne



PRESENTED BY ULI MINNESOTA

Navigating Your Competitive Future ("NCF") is an interactive workshop that connects elected and appointed officials, policy leaders, and real estate professionals to focus on the current challenges of development and redevelopment and paths forward for a prosperous future. ULI-MN has hosted and convened over 60 workshops the last ten years in communities around Minnesota.

NCF is designed to foster a meaningful dialogue across the public and private sectors to strengthen a mutual understanding of today's economic reality, market preferences and demographic shifts. Never before has it been more critical in this post-pandemic economy for decision makers to understand the range of factors influencing their City's economic future and connect with industry experts.

After participating in this 2.5 hour workshop, public officials will better understand the importance of effective partnerships and learn strategies to position their community to be competitive and resilient, and to attract the best quality development by hearing from real estate experts in their market. It also provides an opportunity for private and public sectors leaders to connect and develop trust and mutual understanding.

NCF sessions are offered free of charge in 2024 as a result of the generous funding support from the Metropolitan Council and Minnesota Housing.

Below is a listing of communities that have participated over the past three years:

Lakeville

Hopkins

Bloomington

City of New

Brighton

Chanhassen

Jordan

Maple Plain

Melrose

Met Council LUAC

Minnetonka

New Brighton

Victoria

2025 CORRESPONDENCE

<u>DATE</u>	LOG#	<u>FROM</u>	<u>TO</u>	REGARDING	FILED
4/4/2025	25-59	Federal Emergency Management Agency	Wayne Boucher, Mayor	Case No: 14-05-2193V	3/28/2025
4/7/2025	25-60	Stacy Caldwell Melcher, St. Louis County Land & Minerals Dept.	Alissa McClure, City Clerk	Parcel 395-0114-00020	3/25/2025
4/9/2025	25-61	St. Louis County, County Assessor	City of Hermantown	Valuation Notice for 395- 0161-00140	3/20/2025
4/11/2025	25-62	Payton Sullivan, 4834 Oak Ridge Dr.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0044- 00150	4/8/2025
4/14/2025	25-63	Chad Larson, 4831 Hermantown Rd.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0010- 07420	4/8/2025
4/15/2025	25-64	Jerel Christoff, 4353 Eagle Dr.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0084- 00040	4/9/2025
4/15/2025	25-65	ChickadEagle Investments, LLC, 5389 Miller Trunk Hwy.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0010- 00830	4/9/2025
4/15/2025	25-66	Patricia Frink, 4043 Haines Rd.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0010- 06590	4/11/2025
4/15/2025	25-67	Gunnar Johnson, Overom Law	John Mulder, City Administrator	Hermantown Recreation Facility	4/11/2025
4/16/2025	25-68	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Jordan Urshan, 5577 Hermantown Rd. SUB-A	4/15/2025
4/16/2025	25-69	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Kevin & Cari Hagen, 4264 Ugstad Rd., SUP	4/15/2025
4/17/2025	25-70	Kim Larsen, MN Dept. of Health	Alissa McClure, City Clerk	Revocation of Notice of Violation	4/15/2025

CITY OF HERMANTOWN

City Council Meeting

Monday, April 7, 2025 6:30 PM Central

MEETING CONDUCTED IN PERSON & VIA ZOOM

Mayor Wayne Boucher: Present

Councilor John Geissler: Present

Councilor Andy Hjelle: Present

Councilor Brian LeBlanc: Present

Councilor Joseph Peterson: Present

CITY STAFF: John Mulder, City Administrator; Alissa McClure, City Clerk; Eric

Johnson; Community Development Director; Joe Wicklund, Assistant City Administrator; Chad Ronchetti, Economic Development Director; Brandon Holmes, Building Official; Trish Crego, Utility & Infrastructure Director;

David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 5

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. ANNOUNCEMENTS
- 5. **PUBLIC HEARING**
- 6. <u>COMMUNICATIONS</u>
 - A. Correspondence 25-35 through 25-58 placed on file

7. **PRESENTATIONS**

A. Accessory Dwelling Units

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

B. Water Testing

Paul Senst, Public Works Director (*Pre-Agenda Only*)

C. FEMA Floodplain Ordinance

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

D. THC Licensing Conversation

John Mulder, City Administrator (*Pre-Agenda Only*)

E. Trail Amenities Presentation

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

F. Water Infrastructure Surcharge

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

8. PUBLIC DISCUSSION

Raymond & Pamela Benson of 5145 Cedar Ridge Drive spoke in favor of allowing residents to donate toward trail amenities like park benches.

Shannon Tanski of 5249 Arrowhead Road spoke in favor of allowing Accessory Dwelling units to allow families to care for aging parents.

9. **MOTIONS**

A. Motion to approve or deny the following Tobacco License Application effective April 8, 2025, through December 31, 2025, contingent upon complete applications being received, successful background checks and license fees being paid in full:

Dollar General 4678 Vaux Road

Motion to approve the following Tobacco License Application effective April 8, 2025, through December 31, 2025. 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

City Council Continuation Meeting Monday, April 7, 2025 Page | 3

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

Utility Commission

- Jim Sweeney (Pending Interview)

Motion to approve the appointment of Jim Sweeney to Utility Commission for a three-year term. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

10. CONSENT AGENDA

A. **Minutes** - Approval or correction of March 17, 2025 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from March 15, 2025 through March 31, 2025 in the amount of \$1,035,010.27

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. 2025-10 An Ordinance Amending Chapter 2, Definitions

(first reading)

B. 2025-11 An Ordinance Amending Chapter 5, Land Use Regulations

(first reading)

Motion to return 2025-11 An Ordinance Amending Chapter 5, Land Use Regulations to administration. 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. 2025-12 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map

(first reading)

12. **RESOLUTIONS**

A. 2025-58 Resolution Designating April 8, 2025 As "Steve Overom Day" In The City Of Hermantown

(motion, roll call)

Motion to approve 2025-58 Resolution Designating April 8, 2025 As "Steve Overom Day" In The City Of Hermantown. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hielle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

B. 2025-59 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 Baseball

(motion, roll call)

Motion to approve 2025-59 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 Baseball. 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

C. 2025-60 Resolution Approving Preliminary Planned Unit Development With KTJ 360 LLC For The Hermantown Cottages Development

(motion, roll call)

Matt Butorac of 4089 Lavaque Road spoke in opposition to the PUD with concerns about setbacks being too small.

Mary Butorac of 4089 Lavaque Road spoke in opposition to the PUD with concerns about increased traffic.

Eric Martin, a representative from Oppidan, spoke in favor of the PUD stating that it would create additional housing for residents.

Motion to approve 2025-60 Resolution Approving Preliminary Planned Unit Development With KTJ 360 LLC For The Hermantown Cottages Development. This motion, made by Councilor John Geissler and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

City Council Continuation Meeting Monday, April 7, 2025 Page | 6

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Nay

Yea: 4, Nay: 1

D. 2025-61 Resolution Requesting Advance Funding For The City Of Hermantown From Municipal State Aid Funds For S. P. 202-101-014 And S.P. 202-104-012 In The Amount Of \$800,000.00

(motion, roll call)

Motion to approve 2025-61 Resolution Requesting Advance Funding For The City Of Hermantown From Municipal State Aid Funds For S. P. 202-101-014 And S.P. 202-104-012 In The Amount Of \$800,000.00. 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

E. 2025-62 <u>Resolution Approving Change Order Numbers 19 & 20 (KA Change</u> Order #6) For The NorthStar Ford Arena In The Amount Of \$223,106.09

(motion, roll call)

Motion to approve 2025-62 Resolution Approving Change Order Numbers 19 & 20 (KA Change Order #6) For The NorthStar Ford Arena In The Amount Of \$223,106.09. This motion, made by Councilor Joseph Peterson and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

City Council Continuation Meeting Monday, April 7, 2025 Page | 7

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

F. 2025-63 Resolution Approving Pay Request Number 10 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$2,093,908.17

(motion, roll call)

Motion to approve 2025-63 Resolution Approving Pay Request Number 10 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$2,093,908.17. 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

13. **CLOSED SESSION**

14. **RECESS**

Motion to recess at 7:18 p.m. 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

Monday, April 7, 2025 Page 8		
Yea: 5, Nay: 0		
A TOTAL COT		
ATTEST:		
	Mayor	
City Clerk		

City Council Continuation Meeting

CITY OF HERMANTOWN

CHECKS #72000-72041 04/01/2025 - 04/15/2025

PAYROLL CHECKS

Electronic Checks - #-64582-64626	\$97,642.20
LIABILITY CHECKS	
Electronic Checks - #-64629	\$72.10
Electronic Checks - #-64627-64628	\$94,290.80
Electronic Checks - #-64576-64580	\$74,531.88
Checks - #72000	\$1,437.98
PAYROLL EXPENSE TOTAL	\$267,974.96
ACCOUNTS PAYABLE	
Checks - #72001-72041	\$170,556.13
Electronic Payments #-98107-98147	\$2,361,378.06
ACCOUNTS PAYABLE TOTAL	\$2,531,934.19
TOTAL	\$2,799,909.15

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101 42100 Fire Administration AT&T MOBILITY Cell Phones/Tablets-PWCH 285.96 -98145 101 431100 City Hall & Police Building Maintenance AT&T MOBILITY Cell Phones/Tablets-PWCH 48.10 -98145 101 41910 City Hall & Police Building Maintenance AT&T MOBILITY Cell Phones PD 1.470.39 -98145 102 494900 Sever Administration and General AT&T MOBILITY Cell Phones PD 1.470.39 -98145 101 415300 Administration & Finance GREATAMERICA FINANCIAL SERVICES Copier Lease/Konica C458 Mar 2 117.87 -98144 101 415300 Administration & Finance GREATAMERICA FINANCIAL SERVICES Copier Lease/Konica C458 Mar 2 117.87 -98144 101 415300 Administration and General MEDIACOM Intermet PW 47.44 -98142 602 494900 Every Administration and General MEDIACOM EWC - Telephone 30.5 -98142 610 494900 Valtar Administration and General MEDIACOM Phone PW 19.1 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>							
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101431901City GarageMN ENERGY RESOURCES CORPNatural Gas Old CH78.65-98141601494400Water Administration and GeneralMN ENERGY RESOURCES CORPNatural Gas Lightning Dr372.26-98141275452200Community BuildingMN ENERGY RESOURCES CORPNatural Gas EWC7,293.37-98141	101	422901		MEDIACOM	Phone FD	100.27	-98142
601 494400 Water Administration and General MN ENERGY RESOURCES CORP Natural Gas Lightning Dr 372.26 -98141 275 452200 Community Building MN ENERGY RESOURCES CORP Natural Gas EWC 7,293.37 -98141	275	452200	Community Building	MEDIACOM	EWC - Dedicated Internet	490.00	-98142
275 452200 Community Building MN ENERGY RESOURCES CORP Natural Gas EWC 7,293.37 -98141	101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Old CH	78.65	-98141
,	601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	372.26	-98141
101 431901 City Garage MN ENERGY RESOURCES CORP Natural Gas Lightning Dr 325.72 -98141	275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	7,293.37	-98141
	101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	325.72	-98141

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	180.62	-98141
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas - CH/PD	1,237.48	-98141
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas Old CH	707.86	-98141
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Cid GT	232.66	-98141
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	955.74	-98141
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas - FH #1	1,512.47	-98141
101	422901	Firehall #2 Morris Thomas Road	MN ENERGY RESOURCES CORP	Natural Gas FH2	200.91	-98140
101	419901	City Hall & Police Building Maintenance	ACP CREATIVIT, LLC	Apr 2025 Maintenance	237.85	-98139
101	422901	Firehall #1 Maple Grove Road	ACP CREATIVIT, LLC	Apr 2025 Maintenance	70.35	-98139
101	431100	Street Department	ACP CREATIVIT, LLC	Apr 2025 Maintenance	70.33 16.75	-98139
101	452200	Community Building	ACP CREATIVIT, LLC	Apr 2025 Maintenance	10.75	-98139
101	421100	Police Administration	AXON ENTERPRISE INC	Axon Body Cameras	1,087.75	-98138
602	494500	Sewer Maintenance	WLSSD	Mar Wastewater Charges 022825H	50,621.00	-98137
602	494500	Sewer Maintenance	BRAUN INTERTEC CORPORATION	Sanitary Sewer System Inspecti	1,826.50	-9813 <i>1</i>
415	465200	Community Development	BRAUN INTERTEC CORPORATION	Northstar Arena Test Pit Obser	2,905.00	-98136
602	494900	Sewer Administration and General	VIA ACTUARIAL SOLUTIONS	FYE 2025 GASB 75 AMM	330.00	-98135
603	494900	Storm Water	VIA ACTUARIAL SOLUTIONS VIA ACTUARIAL SOLUTIONS	FYE 2025 GASB 75 AMM	110.00	-98135
101	415300	Administration & Finance	VIA ACTUARIAL SOLUTIONS VIA ACTUARIAL SOLUTIONS	FYE 2025 GASB 75 AMM	1,430.00	-98135
601	494400	Water Administration and General	VIA ACTUARIAL SOLUTIONS VIA ACTUARIAL SOLUTIONS	FYE 2025 GASB 75 AMM	330.00	-98135 -98135
101	421100	Police Administration	VC3, INC.	Firewall Renewals	323.67	-98134
101	452200		VC3, INC.	Firewall Renewals	323.67	-98134 -98134
101	452200	Community Building Administration & Finance	•	Firewall Renewals	647.33	-98134 -98134
101			VC3, INC.	Firewall Renewals		-98134 -98134
	431100	Street Department	VC3, INC.		647.33	
101	415300	Administration & Finance Police Administration	VC3, INC.	Recycling for 3 PCs w/HDs	25.00	-98133
101	421100		VC3, INC.	Recycling for 3 PCs w/HDs	50.00	-98133
101 101	415300	Administration & Finance	VC3, INC.	Recycling for A PCo w/UDo	25.00	-98132 -98131
101	413100 415300	Mayor Administration & Finance	VC3, INC.	Recycling for 4 PCs w/UDs	50.00 50.00	-98131 -98131
101	490000	Miscellaneous Functions	VC3, INC. TERCH & ASSOCIATES CONSULTING, LLC	Recycling for 4 PCs w/HDs Mar 25 HR Services	1,268.75	-98130 -98130
412	419100		•		1,266.75 561.41	-98129
		Community Development	SRF CONSULTING GROUP, INC.	ROW Acquisitions - Stebner		
412	419100	Community Development	SRF CONSULTING GROUP, INC.	ROW Acquisitions- Johnson Rd	98.92	-98129
101	422100	Fire Administration	PRO PRINT INC	EMS Reports	175.35	-98128
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,200.00	-98127
601	494400	Water Administration and General	OVEROM LAW, PLLC	Water Services Agreement with	348.00	-98127
415	465200	Community Development	OVEROM LAW, PLLC	Recreation Facility Developmen	51.00	-98127
412	419100	Community Development	OVEROM LAW, PLLC	MN Power Easements	1,036.00	-98127
101 101	419100 416100	Community Development City Attorney	OVEROM LAW, PLLC OVEROM LAW, PLLC	Planning & Zoning Commission Data Practices Requests	70.00 70.00	-98127 -98127

412 419100 Community Development OVEROM LAW, PLLC Hermantown Trail Connector Eas 358.00 -981 110 416100 City Altomey OVEROM LAW, PLLC Keene Creek Stream Bad Restora 84.00 -981 110 416100 City Altomey OVEROM LAW, PLLC Minnesota Power Franchise Agre 57.20 -981 110 416100 City Altomey OVEROM LAW, PLLC 5620 MITT Frush Highway Nuis 70.00 -981 110 416100 City Altomey OVEROM LAW, PLLC 5620 MITT Frush Highway Nuis 126.00 -981 111 416100 City Altomey OVEROM LAW, PLLC Peyton Across to Stehner Rd Con 84.00 -981 111 416100 City Altomey OVEROM LAW, PLLC Rose Teach MATT Trail Con- Emin 2.445.20 -981 111 416100 City Altomey OVEROM LAW, PLLC Rose Teach Trail Con- Emin 2.445.22 -981 111 416100 Community Development OVEROM LAW, PLLC Rose Teach Trail Con- Emin 2.445.20 -981 111	Fun d	Account	Department	Vendor Name	Description	Amount	Check #
412 419100 Community Development OVEROM LAW, PLLC Hermantown Trail Connector Eas 358.00 -981 101 416100 Community Development OVEROM LAW, PLLC Keene Creek Stream Bed Restora 8.400 -981 101 416100 City Attorney OVEROM LAW, PLLC Keene Creek Stream Bed Restora 8.400 -981 101 416100 City Attorney OVEROM LAW, PLLC 5620 MITTAM Highway Nuis 7.700 -981 101 416100 City Attorney OVEROM LAW, PLLC 5620 MITTAM HIGHWAY Nuis 7.00 -981 101 416100 City Attorney OVEROM LAW, PLLC Peyton Acres to Stebner Rd Con 84.00 -981 101 416100 City Attorney OVEROM LAW, PLLC Peyton Acres to Stebner Rd Con 84.00 -981 101 416100 City Attorney OVEROM LAW, PLLC Recreated MRT Trail Con - Emin 2.442 -981 101 416100 Community Development OVEROM LAW, PLLC Recreated Steamers Remedies 2.332.00 -981 101 416100 Community Development OVEROM LAW, PLLC Recreated Steamers Remedies <td< td=""><td>415</td><td>465200</td><td>Community Development</td><td>OVEROM LAW. PLLC</td><td>KA Contract Administration - N</td><td>442.00</td><td>-98127</td></td<>	415	465200	Community Development	OVEROM LAW. PLLC	KA Contract Administration - N	442.00	-98127
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101 421100 Police Administration EMERGENCY AUTOMOTIVE TECHNOLOGIES INC Unity DR Side Installation Ki 70.00 -981 465200 Community Development EPC ENGINEERING & TESTING LLC Hermantown Hockey Arena 1,813.00 -981 1,913.00 Street Department ESC SYSTEMS SOUND AND LIFE SAFETY Monitoring CH Apr 25-March 26 600.00 -981 602 494900 Sewer Administration and General GOPHER STATE ONE-CALL INC Mar 25 Locates 32.94 -981 601 494400 Water Administration and General GOPHER STATE ONE-CALL INC Mar 25 Locates 49.41 -981 452100 Parks NORTHLAND CONSULTING ENGINEERS L.L.P. Fichtner Park Improvements 8,687.50 -981 11 214500 Escrow Deposits Payable NORTHLAND CONSULTING ENGINEERS L.L.P. Peyton Property Development 480.00 -981 475 431150 Street Improvements NORTHLAND CONSULTING ENGINEERS L.L.P. Hermantown Road and Old Midway 270.00 -981 402 431150 Street Improvements NORTHLAND CONSULTING ENGINEERS L.L.P. Section 14 - Lightning Drive, 7,170.00 -981 402 431150 Street Improvements NORTHLAND CONSULTING ENGINEERS L.L.P. Ugstad Road SP 1,980.00 -981	416	452100	Parks	OVEROM LAW, PLLC	Essentia Sponsorship Agreement	102.00	-98127
415 465200 Community Development EPC ENGINEERING & TESTING LLC Hermantown Hockey Arena 1,813.00 -981 1,981.00 Street Department ESC SYSTEMS SOUND AND LIFE SAFETY Monitoring CH Apr 25-March 26 600.00 -981 600 494900 Sewer Administration and General GOPHER STATE ONE-CALL INC Mar 25 Locates 32.94 -981 601 494400 Water Administration and General GOPHER STATE ONE-CALL INC Mar 25 Locates 49.41 -981 452100 Parks NORTHLAND CONSULTING ENGINEERS L.L.P. Fichtner Park Improvements 8,687.50 -981 101 214500 Escrow Deposits Payable NORTHLAND CONSULTING ENGINEERS L.L.P. Peyton Property Development 480.00 -981 431150 Street Improvements NORTHLAND CONSULTING ENGINEERS L.L.P. Hermantown Road and Old Midway 270.00 -981 432510 Trunk Sewer Construction NORTHLAND CONSULTING ENGINEERS L.L.P. Section 14 - Lightning Drive, 7,170.00 -981 1,980.00 -981	415	465200	Community Development	DSGW ARCHITECTS, INC.	Hermantown Arena	14,917.10	-98126
101431100Street DepartmentESC SYSTEMS SOUND AND LIFE SAFETYMonitoring CH Apr 25-March 26600.00-981602494900Sewer Administration and GeneralGOPHER STATE ONE-CALL INCMar 25 Locates32.94-981601494400Water Administration and GeneralGOPHER STATE ONE-CALL INCMar 25 Locates49.41-981416452100ParksNORTHLAND CONSULTING ENGINEERS L.L.P.Fichtner Park Improvements8,687.50-981101214500Escrow Deposits PayableNORTHLAND CONSULTING ENGINEERS L.L.P.Peyton Property Development480.00-981475431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Hermantown Road and Old Midway270.00-981402432510Trunk Sewer ConstructionNORTHLAND CONSULTING ENGINEERS L.L.P.Section 14 - Lightning Drive,7,170.00-981402431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Ugstad Road SP1,980.00-981	101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Unity DR Side Installation Ki	70.00	-98125
602494900Sewer Administration and GeneralGOPHER STATE ONE-CALL INCMar 25 Locates32.94-981601494400Water Administration and GeneralGOPHER STATE ONE-CALL INCMar 25 Locates49.41-981416452100ParksNORTHLAND CONSULTING ENGINEERS L.L.P.Fichtner Park Improvements8,687.50-981101214500Escrow Deposits PayableNORTHLAND CONSULTING ENGINEERS L.L.P.Peyton Property Development480.00-981475431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Hermantown Road and Old Midway270.00-981402432510Trunk Sewer ConstructionNORTHLAND CONSULTING ENGINEERS L.L.P.Section 14 - Lightning Drive,7,170.00-981402431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Ugstad Road SP1,980.00-981	415	465200	Community Development	EPC ENGINEERING & TESTING LLC	Hermantown Hockey Arena	1,813.00	-98124
601494400Water Administration and GeneralGOPHER STATE ONE-CALL INCMar 25 Locates49.41-981416452100ParksNORTHLAND CONSULTING ENGINEERS L.L.P.Fichtner Park Improvements8,687.50-981101214500Escrow Deposits PayableNORTHLAND CONSULTING ENGINEERS L.L.P.Peyton Property Development480.00-981475431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Hermantown Road and Old Midway270.00-981240432510Trunk Sewer ConstructionNORTHLAND CONSULTING ENGINEERS L.L.P.Section 14 - Lightning Drive,7,170.00-981402431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Ugstad Road SP1,980.00-981	101	431100	Street Department	ESC SYSTEMS SOUND AND LIFE SAFETY	Monitoring CH Apr 25-March 26	600.00	-98123
416452100ParksNORTHLAND CONSULTING ENGINEERS L.L.P.Fichtner Park Improvements8,687.50-981101214500Escrow Deposits PayableNORTHLAND CONSULTING ENGINEERS L.L.P.Peyton Property Development480.00-981475431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Hermantown Road and Old Midway270.00-981240432510Trunk Sewer ConstructionNORTHLAND CONSULTING ENGINEERS L.L.P.Section 14 - Lightning Drive,7,170.00-981402431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Ugstad Road SP1,980.00-981	602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	Mar 25 Locates	32.94	-98122
101 214500 Escrow Deposits Payable NORTHLAND CONSULTING ENGINEERS L.L.P. Peyton Property Development 480.00 -981 475 431150 Street Improvements NORTHLAND CONSULTING ENGINEERS L.L.P. Hermantown Road and Old Midway 270.00 -981 432510 Trunk Sewer Construction NORTHLAND CONSULTING ENGINEERS L.L.P. Section 14 - Lightning Drive, 7,170.00 -981 431150 Street Improvements NORTHLAND CONSULTING ENGINEERS L.L.P. Ugstad Road SP 1,980.00 -981	601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	Mar 25 Locates	49.41	-98122
475431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Hermantown Road and Old Midway270.00-981240432510Trunk Sewer ConstructionNORTHLAND CONSULTING ENGINEERS L.L.P.Section 14 - Lightning Drive,7,170.00-981402431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Ugstad Road SP1,980.00-981	416	452100	Parks	NORTHLAND CONSULTING ENGINEERS L.L.P.	Fichtner Park Improvements	8,687.50	-98121
240432510Trunk Sewer ConstructionNORTHLAND CONSULTING ENGINEERS L.L.P.Section 14 - Lightning Drive,7,170.00-981402431150Street ImprovementsNORTHLAND CONSULTING ENGINEERS L.L.P.Ugstad Road SP1,980.00-981	101	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Peyton Property Development	480.00	-98121
402 431150 Street Improvements NORTHLAND CONSULTING ENGINEERS L.L.P. Ugstad Road SP 1,980.00 -981	475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Road and Old Midway	270.00	-98121
·	240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Section 14 - Lightning Drive,	7,170.00	-98121
101 431130 City Engineer NORTHLAND CONSULTING ENGINEERS L.L.P. Tac Meeting 285.00 -981	402	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Road SP	1,980.00	-98121
	101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Tac Meeting	285.00	-98121

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
230	465100	HEDA	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hawkline Business Park	15,470.00	-98121
240	433500	Water Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Second Waterline Connection	6,050.00	-98121 -98121
601	494400	Water Improvements Water Administration and General	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Section 31 PER-Loon	11,970.00	-98121 -98121
601	494400	Water Administration and General	NORTHLAND CONSULTING ENGINEERS L.L.P.	Project Loon	20,185.00	-98121
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Preagenda/City Council/Four Sq	1,805.00	-98121
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	ADA Compliance Plan	1,710.00	-98121
601	494300	Water Distribution	NORTHLAND CONSULTING ENGINEERS L.L.P.	Utility Commission Meeting	285.00	-98121
412	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Trail Project	11,547.50	-98121
415	465200	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Hermantown Ice Arena	190.00	-98121
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Comprehensive Plan Open House	190.00	-98121
101	419100	Community Development	INNOVATIVE OFFICE SOLUTIONS, LLC	Name Plates - P&Z RJohnson, A	37.14	-98120
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	693.51	-98119
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	479.16	-98119
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	701.88	-98119
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	554.25	-98119
415	465200	Community Development	KRAUS-ANDERSON CONSTRUCTION COMPANY, INC	Hermantown Hockey Arena	805,279.87	-98118
415	465200	Community Development	KRAUS-ANDERSON CONSTRUCTION COMPANY, INC	Hermantown Hockey Arena	1,288,628.30	-98118
602	494900	Sewer Administration and General	MENARD INC	Flash Drive	12.13	-98117
101	452100	Parks	MENARD INC	Step Ladders	498.00	-98117
101	422100	Fire Administration	MENARD INC	Battery - Training Aids	33.74	-98117
101	431901	City Garage	MENARD INC	Cleaning Supplies	91.85	-98117
101	422100	Fire Administration	MENARD INC	Hand Tools - Smoke Detector In	96.43	-98117
101	419901	City Hall & Police Building Maintenance	MENARD INC	Air Hose Repair Kit/Socket Set	20.95	-98117
602	494500	Sewer Maintenance	MENARD INC	Batteries/PVC/Plug & Cap	18.55	-98117
101	421100	Police Administration	MENARD INC	Hybrid Blade	23.98	-98116
101	421100	Police Administration	MENARD INC	Small Tools	8.71	-98116
101	452100	Parks	NORTHERN DOOR & HARDWARE INC	Keys - Baseball Field	98.00	-98115
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.03	-98114
101	419901	City Hall & Police Building Maintenance	GOODIN COMPANY INC	Urinals Maintenance	1,632.56	-98113
101	422901	Firehall #1 Maple Grove Road	GOODIN COMPANY INC	Urinals Maintenance FH-1	1,088.38	-98113
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal Mar 2024 -	192.35	-98112
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling Mar 2025-129	348.86	-98112
101	419901	City Hall & Police Building Maintenance	MIDWAY SEWER SERVICE, INC.	PD Garage Drain Service	495.00	-98111
101	422100	Fire Administration	MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinder Rental	221.33	-98110
101	424100	Building Inspection	M-R SIGN CO INC	911 Signs	420.16	-98109
101	424100	Building Inspection	M-R SIGN CO INC	911 Signs	42.32	-98109

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	STATE CHEMICAL SOLUTIONS	Cleaning Supplies	659.34	-98108
101	419901	City Hall & Police Building Maintenance	STATE CHEMICAL SOLUTIONS	Cleaning Supplies	295.26	-98108
101	419901	City Hall & Police Building Maintenance	STATE CHEMICAL SOLUTIONS	Cleaning Supplies	336.33	-98108
230	465100	HEDA	WEX HEALTH INC	2nd QTR VEBA 2025	500.25	-98107
601	494300	Water Distribution	WEX HEALTH INC	2nd QTR VEBA 2025	2,875.00	-98107
260	456101	Cable	WEX HEALTH INC	2nd QTR VEBA 2025	37.50	-98107
101	414100	Elections	WEX HEALTH INC	2nd QTR VEBA 2025	12.75	-98107
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	2nd QTR VEBA 2025	812.50	-98107
101	490100	Cemetery	WEX HEALTH INC	2nd QTR VEBA 2025	25.00	-98107
101	431901	City Garage	WEX HEALTH INC	2nd QTR VEBA 2025	250.00	-98107
101	419100	Community Development	WEX HEALTH INC	2nd QTR VEBA 2025	2,485.00	-98107
101	424100	Building Inspection	WEX HEALTH INC	2nd QTR VEBA 2025	1,437.50	-98107
101	431100	Street Department	WEX HEALTH INC	2nd QTR VEBA 2025	3,787.50	-98107
603	441100	Storm Water	WEX HEALTH INC	2nd QTR VEBA 2025	2,133.75	-98107
101	452100	Parks	WEX HEALTH INC	2nd QTR VEBA 2025	250.00	-98107
601	494400	Water Administration and General	WEX HEALTH INC	2nd QTR VEBA 2025	1,462.50	-98107
602	494900	Sewer Administration and General	WEX HEALTH INC	2nd QTR VEBA 2025	1,050.00	-98107
101	415300	Administration & Finance	WEX HEALTH INC	2nd QTR VEBA 2025	3,968.25	-98107
101	422100	Fire Administration	WEX HEALTH INC	2nd QTR VEBA 2025	2,500.00	-98107
101	421100	Police Administration	WEX HEALTH INC	2nd QTR VEBA 2025	19,600.00	-98107
602	494500	Sewer Maintenance	WEX HEALTH INC	2nd QTR VEBA 2025	1,687.50	-98107
101	452200	Community Building	WEX HEALTH INC	2nd QTR VEBA 2025	125.00	-98107
101	422901	Firehall #1 Maple Grove Road	WEX HEALTH INC	2nd QTR VEBA 2025	250.00	-98107
101	431100	Street Department	ACME TOOLS	Generator Repair	160.77	72001
101	421100	Police Administration	ANGEL ARMOR	Vest - Enright	2,008.00	72002
101	421100	Police Administration	ANIMAL ALLIES HUMANE SOCIETY	Feb 2025 Boarding	498.00	72003
415	465200	Community Development	ARCHITECTURAL TESTING, INC.	Building Enclosure - NorthStar	500.00	72004
415	465200	Community Development	ARCHITECTURAL TESTING, INC.	Building Enclosure - NorthStar	2,750.00	72004
101	452200	Community Building	BENSON ELECTRIC COMPANY	Electrical Repairs Old City Ha	535.70	72005
101	422100	Fire Administration	BOUND TREE MEDICAL, LLC	Medical Supplies	191.75	72006
101	422100	Fire Administration	BULLDOG COLLISION	Vehicle Repair - HFD Chevy Tah	7,940.69	72007
101	452100	Parks	CAPITAL ONE TRADE CREDIT	Tongue Jack - New Trailer	95.98	72008
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 03/28/25-04/27/25	86.99	72009
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH3 03/22/25-04/21/25	86.99	72009
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72010
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.25	72010
101	431100	Street Department	CINTAS CORPORATION	Uniforms	20.85	72010
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	19.60	72010

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	39.28	72010
101	431100	Street Department	CINTAS CORPORATION	Uniforms	20.85	72010
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72010
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72010
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	38.86	72010
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	38.86	72010
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	30.72	72010
101	431100	Street Department	CINTAS CORPORATION	Uniforms	42.24	72010
101	431100	Street Department	CINTAS CORPORATION	Uniforms	20.85	72010
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72010
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	72010
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72010
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	58.54	72010
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	965.43	72010
603	441100	Storm Water	CIVICPLUS, LLC	CivicPlus Media Annual Fee	1,204.50	72011
101	415300	Administration & Finance	CIVICPLUS, LLC	CivicPlus Media Annual Fee	4,818.00	72011
601	494400	Water Administration and General	CIVICPLUS, LLC	CivicPlus Media Annual Fee	2,463.75	72011
602	494900	Sewer Administration and General	CIVICPLUS, LLC	CivicPlus Media Annual Fee	2,463.75	72011
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	YR 2024 Audit Services	255.74	72012
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	YR 2024 Audit Services	252.83	72012
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	YR 2024 Audit Services	1,013.93	72012
101	415300	Administration & Finance	CLOUDPERMIT INC.	Cloudpermit Implementation Cle	250.00	72013
412	419100	Community Development	COMMISSIONER OF REVENUE	Conveyance of Tax Forfeit Parc	250.00	72014
601	494300	Water Distribution	CONDON, DRAKE	Boot Reimbursement	62.50	72015
101	431100	Street Department	CONDON, DRAKE	Boot Reimbursement	125.00	72015
602	494500	Sewer Maintenance	CONDON, DRAKE	Boot Reimbursement	62.50	72015
101	490000	Miscellaneous Functions	COSTIN GROUP MN	City Lobbyist	1,500.00	72016
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	03/11/25 - 04/07/25 Answering	23.49	72017
601	494400	Water Administration and General	CUSTOMER ELATION INC	03/11/25 - 04/07/25 Answering	35.24	72017
101	421100	Police Administration	DRYER & PETERSON, P.C.	Prosecution Services Mar 2025	6,750.00	72018
101	419901	City Hall & Police Building Maintenance	HERMANTOWN STAR LLC	RFP - Profession Design Servic	132.00	72019
101	421100	Police Administration	HOLIDAY COMPANIES	Car Washes - Mar 2025	60.00	72020
101	419901	City Hall & Police Building Maintenance	IMPERIALDADE	Ice Melter	87.80	72021
101	419901	City Hall & Police Building Maintenance	IMPERIALDADE	TP/Gloves/Liners/Kleenex	550.90	72021
101	421100	Police Administration	KOLAR	Vehicle Repair - 19 Chev Tahoe	474.42	72022
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	168.93	72023
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	179.60	72023
101	422100	Fire Administration	KWIK TRIP EXTENDED NETWORK	Gas FD	876.89	72023

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
404	404400	Dellas Adestatates	WANTE TO DE EXTENDED METANODIA	Over PD	4.075.00	70000
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	4,075.68	72023
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	253.40	72023
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	72.58	72023
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street Gas Park	397.21	72023
101	452100	Parks	KWIK TRIP EXTENDED NETWORK		22.00	72023
101	424100	Building Inspection	KWIK TRIP EXTENDED NETWORK	Car Wash Bl	196.00	72023
101	424100	Building Inspection	KWIK TRIP EXTENDED NETWORK	Gas Building Offical	99.18	72023
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	CyldrRntSfEnvFee2/20-03/20/25	53.74	72024
603	441100	Storm Water	MN POLLUTION CONTROL AGENCY	MS4 Gen Permit	400.00	72025
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Apr 2025 Internet	360.00	72026
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Apr 2025 Internet	90.00	72026
101	431100	Street Department	MORTON SALT, INC.	Road Salt	1,697.89	72027
101	431100	Street Department	MORTON SALT, INC.	Road Salt	1,702.64	72027
101	431100	Street Department	MORTON SALT, INC.	Road Salt	1,668.07	72027
230	465100	HEDA	MPCA	Arrowhead Refinery-VIC Reimbur	75.00	72028
101	424100	Building Inspection	NAPA AUTO PARTS	H28 Maintenance	23.30	72029
101	431100	Street Department	NAPA AUTO PARTS	Socket	25.59	72029
230	465100	HEDA	NORTH SHORE DEVELOPMENT CO.	Consulting Services	2,287.50	72030
101	431901	City Garage	OXYGEN SERVICE COMPANY	Acetylene Gas Bottle Rent	19.22	72031
416	452100	Parks	SAAFE, LLC	Grandstand - Fitchner Park	76,124.00	72032
101	419100	Community Development	ST LOUIS COUNTY AUDITOR	Parecl 395-0161-00140	15.00	72033
415	465200	Community Development	ST. CLOUD REFRIGERATION, INC.	Heat Reclaim Addition - Herman	22,500.00	72034
101	421100	Police Administration	STREICHER'S	Ammo	227.21	72035
101	421100	Police Administration	STREICHER'S	Ammo	1,244.07	72035
101	422100	Fire Administration	TROY'S SERVICE CENTER	Oil & Filter - Chief 1	93.65	72036
101	421100	Police Administration	TROY'S SERVICE CENTER	Vehicle Repair - SQD 14	466.13	72036
101	422100	Fire Administration	TROY'S SERVICE CENTER	Oil & Filter - Rescue 4	93.32	72036
101	422100	Fire Administration	TROY'S SERVICE CENTER	Oil & Filter - Rescue 3	93.65	72036
101	419901	City Hall & Police Building Maintenance	UHL COMPANY INC	Boilers - PD	12,490.12	72037
101	419901	City Hall & Police Building Maintenance	UHL COMPANY INC	Service Actual Damper - PD/FD	389.00	72037
601	494300	Water Distribution	UNITED RENTALS (NORTH AMERICA) INC	Light Plant Rental - Water Bre	924.00	72038
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Mar 2025 Bill Print	606.51	72039
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Mar 2025 Bill Print	606.51	72039
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Mar 2025 Bill Print	606.51	72039
601	494300	Water Distribution	YOUNGREN, ALEX W	Reimburse Safety Boots	62.50	72040
101	431100	Street Department	YOUNGREN, ALEX W	Reimburse Safety Boots	125.00	72040
602	494500	Sewer Maintenance	YOUNGREN, ALEX W	Reimburse Safety Boots	62.50	72040
602	494500	Sewer Maintenance	MN POLLUTION CONTROL AGENCY	Collection Syst Op - Durovec	23.00	72041

Totals: 264 records printed 2,531,934.19



CITY COID	NOU MEETING D	A TDTD . A	21 202	-	
TO:	Mayor & City Cour	•	21, 2025)	
	Mayor & City Cour		_		
FROM:	Eric Johnson, Com	nunity Develo	pment D	irector	
SUBJECT:	Amendment to City	Zoning Ordin	ance – C	Chapter 2 De	finitions
	ΓΙΟΝ:	⊠ ORDINA	ANCE:	2025-10	□ OTHER:
REQUESTE	D ACTION				
Conduct a seco	ond reading on propos	sed language to	o Chapte	er 2, Definition	ons to add Communication Services
BACKGROU	JND				
work, the City in the SW area	is proposing an expandation of the City. Likewish and is proposing the Code:	nsion of the Base, the City is l	LM, Bus	siness and Li to include oth	ehensive Plan. As part of that ght Manufacturing zoning district ner business uses within the BLM coning code:
Proposes the fo	following language:				
operate networ provide digital facilities and s and accessory	rked computers, data I storage, data and tra services such as [back uses involved in or re	and transaction nsaction proce [up] power gen elated to any se	on processing sentention a teration a	ssing and relatives, included and cooling of activities d	nts used primarily to house or ated support equipment used to ding all related utility and ancillary equipment office, administrative, escribed in this category, including ldings, utility facilities or
There were no		lic who spoke t	to the ite	m and the Pl	g and Zoning Commission meeting anning and Zoning Commission al.
SOURCE OF N/A	FUNDS (if applicat	ble)			

ATTACHMENTS

Ordinance

Ordinance No. 2025-10

Dated:

The City Council of the City of Hermantown Does Ordain:

AN ORDINANCE AMENDING CHAPTER 2, DEFINITIONS

Section 1. Purpose and Intent. The purpose of this Ordinance is to add definitions relevant to the City's BLM – Business and Light Manufacturing zoning district Ordinance updates in Chapter 5.

Section 2. <u>Section 200 – Definitions</u>. Section 200 is hereby amended by inserting the following definitions into the appropriate alphabetical order:

"Communication services" shall mean businesses, facilities or establishments used primarily to house or operate networked computers, data and transaction processing and related support equipment used to provide digital storage, data and transaction processing services, including all related utility and ancillary facilities and services such as [backup] power generation and cooling equipment office, administrative, and accessory uses involved in or related to any services or activities described in this category, including utility substations, whether taking place in the same or appurtenant buildings, utility facilities or structures.

Section 3. Added to Zoning Code. The terms and provisions of this ordinance shall be amended in the appropriate place in the Hermantown Zoning Code, after adoption and becoming effective.

Section 4. <u>Effective Date</u>. The provisions of this Ordinance shall be effective after adoption immediately upon publication once in the official newspaper of the City of Hermantown and upon recording with the St. Louis County Recorder's Office.

Attest:	Mayor
City Clerk	-
Adopted:	-
Published:	_
Effective Date:	_



CITY COUNCIL MEETING DATE: April 21, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Amendment to City Zoning Map

REQUESTED ACTION

Conduct a second reading on proposed zoning map amendment to parcels 395-0010-08985, 395-0010-09040, 395-0010-09015, 395-0010-09055, 395-0010-09015, 395-0010-09170, 395-0010-09180, 395-0010-09182, 395-0010-09200, 395-0010-09202, 395-0010-09207, 395-0010-09210, 395-0010-09215 and 395-0010-09220 from S-1, Suburban to BLM, Business and Light Manufacturing

BACKGROUND

The City of Hermantown has been working on an update to the Comprehensive Plan. As part of that work, the City is proposing an expansion of the BLM, Business and Light Manufacturing zoning district in the SW area of the City. There are 14 parcels either owned by Allete or Rendfield Land Company with the primary use being utility based business.

The subject parcels are within the S-1, Suburban zoning district. Although public utility services are a permitted use in the zoning district (existing Allete substation), the use does not align with typical zoning. In order to align with the comprehensive plan update, the City is proposing the rezoning of these 14 parcels to Business and Light Manufacturing which more accurately describes the nature of the parcels.

A public hearing for this item was held at the March 18, 2025 Planning and Zoning Commission meeting. There were multiple members of the public who spoke to the item with questions ranging from what uses are permitted in the BLM district to what is the overall plans for this quadrant of the City. The Planning and Zoning Commission recommended the item to the City Council for their review and approval.

SITE DATA

Address: 5816 Morris Thomas Road (Parcels395-0010-08985, 395-0010-09040, 395-0010-09015,

395-0010-09055, 395-0010-09015, 395-0010-09170, 395-0010-09180, 395-0010-09182, 395-0010-09200, 395-0010-09202, 395-0010-09207, 395-0010-09210, 395-0010-09215

and 395-0010-09220)

Existing Comprehensive Plan: Concept Area 4: Develop New Compatible Light Industrial with

Adequate Public Facilities, Preserve Wetlands and Rural Uses

Comprehensive Plan Update: Business and Light Manufacturing

Zoning: S-1, Suburban **Lot Size:** 328+/- acres total

Wetlands: Yes, per the National Wetland Inventory
Shoreland Overlay: Yes, Natural Environment Shoreland Area



Airport Zoning: No

Infrastructure

The subject parcels are within a portion of the City which is outside of the urban service area. As part of the comprehensive plan update, the City is proposing this area being included in an expanded urban service area. This request has been reviewed and approved by the WLSSD.

Wetlands

A wetland delineation will need to be performed for any proposed work on these subject parcels. Any delineation and impacts will be reviewed by the Hermantown Technical Evaluation Panel.

Zoning

The City is initiating a rezoning of the parcels from S-1, Suburban to BLM, Business and Light Manufacturing.

Dimensional standards would change as follows:

Dimensional Standards	S-1	BLM
Height	35 feet	80 feet
Setbacks		
Front	50 feet	20 feet
Side (abutting residential)	15 feet	50 feet
Side	15 feet	20 feet
Rear	50 feet	20 feet, 50 feet abutting
		residential
Minimum lot area	5 acres	None
Minimum lot width	300 feet	100 feet
Maximum lot coverage	30%	35% or 65% with approved
		landscape plan

Comprehensive Plan

The parcels are within Concept Area 4: Develop New Compatible Light Industrial with Adequate Public Facilities, Preserve Wetlands and Rural Uses. As part of the Comprehensive Plan Update, which is in in its final review stage, it is envisioned that these parcels will be guided towards Business and Light Manufacturing.

SUMMARY & JUSTIFICATION:

The proposed rezoning meets the criteria of the existing Comprehensive Plan and the Comprehensive Plan Update as well as the overall goals and policies of the Zoning Ordinance.

1. The parcels are within Concept Area 4: Develop New Compatible Light Industrial with Adequate Public Facilities, Preserve Wetlands and Rural Uses. As part of the Comprehensive Plan Update, which is in in its final review stage, it is envisioned that these parcels will be guided towards Business and Light Manufacturing.

SOURCE OF FUNDS (if applicable) N/A



ATTACHMENTS

Ordinance Location Map Existing Zoning Map Proposed Zoning Map The City Council of the City of Hermantown does ordain:

AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE BY AMENDING THE OFFICIAL ZONING MAP

(PARCELS 395-0010-08985, 395-0010-09040, 395-0010-09015, 395-0010-09055, 395-0010-09015, 395-0010-09170, 395-0010-09180, 395-0010-09182, 395-0010-09200, 395-0010-09202, 395-0010-09207, 395-0010-09210, 395-0010-09215 and 395-0010-09220)

Section 1. <u>Amendment to Official Zoning Map</u>. The Official Zoning Map of the City of Hermantown is hereby amended so that the entire parcels legally described in Section 2 are zoned S-1, Suburban.

Section 2. <u>Purpose and Intent</u>. The purpose of this amendment is to rezone the properties so that the Property Identification Numbers 395-0010-08985, 395-0010-09040, 395-0010-09015, 395-0010-09055, 395-0010-09015, 395-0010-09170, 395-0010-09180, 395-0010-09182, 395-0010-09200, 395-0010-09202, 395-0010-09207, 395-0010-09210, 395-0010-09215 and 395-0010-09220 are zoned BLM, Business and Light Manufacturing.

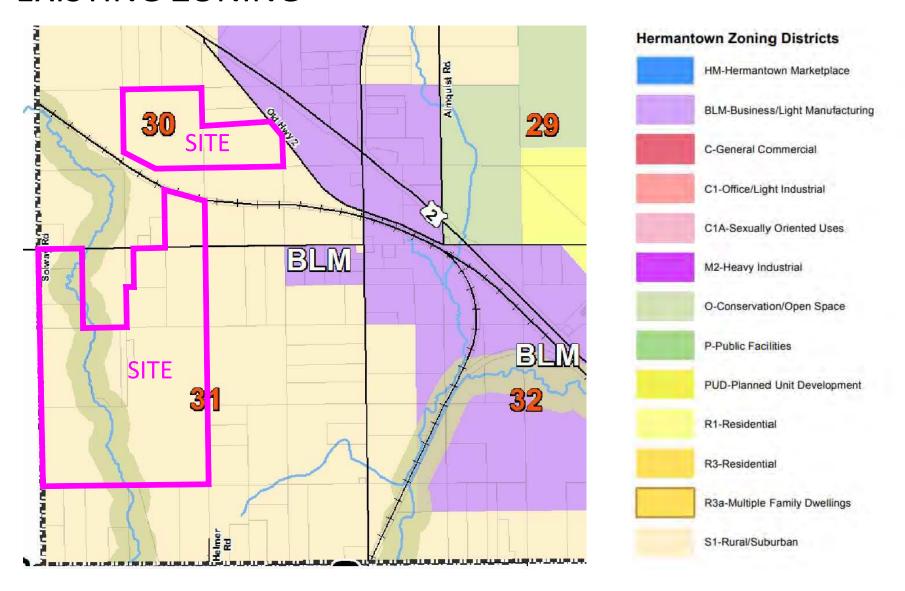
Section 3. <u>Effective Date</u>. This amendment to Title 2 of the Hermantown Code that amends the Official Zoning Map shall be effective after adoption immediately upon (1) the publication of this Amendment to Title 2 of the Hermantown City Code once in the legal newspaper of the City of Hermantown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

	W D1 M	
	Wayne Boucher, Mayor	
Attest:		
Alissa McClure, City Clerk		
Adopted:		
Published:		
Effective Date:		

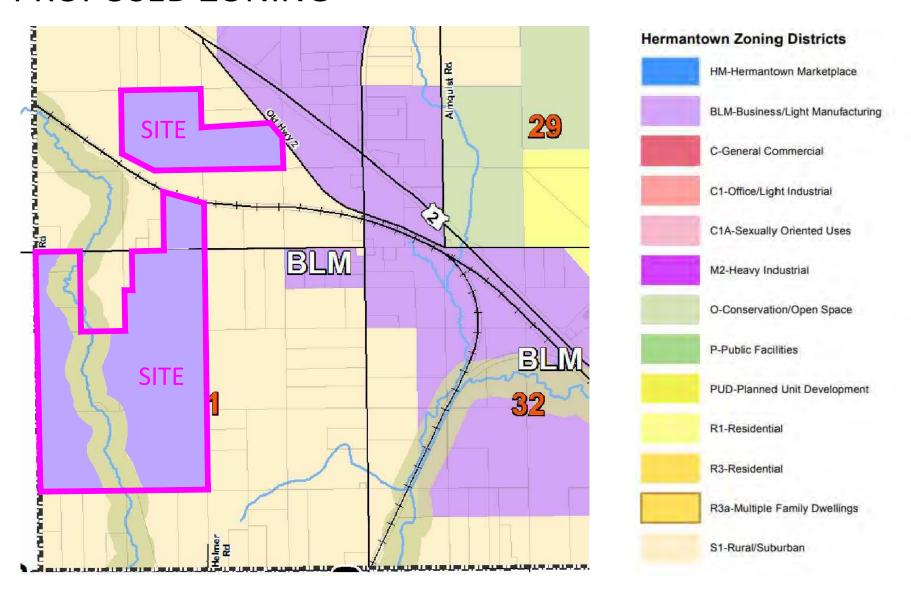
Location Map



EXISTING ZONING



PROPOSED ZONING





Form LG214 Premises Permit Application

CITY COU	NCIL MEETING D	DATE: April 21, 2025	5
TO:	Mayor & City Cou	ıncil	
FROM:	Alissa McClure, Ci	City Clerk	
SUBJECT:	Gambling Premises	es Permit Application – T	The Aad Shrine
⊠ RESOLUT	ΓΙΟΝ: 2025-64	□ ORDINANCE:	☐ OTHER:
REQUESTE	D ACTION		
Adopt a resolu	ntion approving a gar	mbling premises permit	for the Aad Shrine.
BACKGROU	JND		
facility, the A Their intent is	ad Shrine Event Cer	nter, located at 5152 Mi	rmit to allow lawful gambling activities at their iller Trunk Highway, Hermantown, MN 55811 ce per month. As part of the application process
SOURCE OF	FUNDS (if applica	able)	
N/A			
ATTACHME	ENTS		
Resolution			

Resolution No. 2025-64

Resolution Approving Premises Permit Application For The Aad Shrine of Hermantown to Allow Lawful Gambling At The Aad Shrine Event Center

WHEREAS, The Aad Shrine, a Minnesota non-profit corporation located at 5152 Miller Trunk Highway, is applying for a lawful gambling license from the Minnesota Gambling Control Board; and

WHEREAS, the Minnesota Gambling Control Board requires an approved lawful gambling premises permit to be attached to the lawful gambling license application; and

WHEREAS, The Aad Shrine is applying for a premises permit to conduct lawful gambling at the Aad Shrine Event Center located at 5152 Miller Trunk Highway, Hermantown, MN, 55811; and

WHEREAS, the Minnesota Gambling Control Board requires a City Council resolution approving the premises permit application.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hermantown, Minnesota, approves the application from The Aad Shrine for a premises permit to allow lawful gambling at The Aad Shrine Event Center located at 5152 Miller Trunk Highway, Hermantown, MN 55811.

The motion for the adoption of such resolution was seconded by Councilorupon a vote being taken thereon, the following voted in favor thereof:	_ and,
Councilors	
and the following voted in opposition thereto:	
Councilors	
WHEREUPON, such resolution was declared duly passed and adopted April 21, 2025.	

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

- If the premises is leased, attach a copy of your lease. Use LG215 Lease for Lawful Gambling Activity.
- \$150 annual premises permit fee, for each permit (non-refundable).
 Make check payable to "State of Minnesota."

Mail the application and required attachments to:

Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113

, ,	Questions? Call 651-539-1900 and ask for Licensing.
ORGANIZATION INFORMATION	
Organization Name:	License Number:
Chief Executive Officer (CEO)	Daytime Phone:
Gambling Manager:	•
GAMBLING PREMISES INFORMATION	Buytime Frience.
Current name of site where gambling will be conducted: List any previous names for this location:	
Street address where premises is located: (Do not use a P.O. box number or mail	ng address.)
City: OR Township: County:	Zip Code:
Does your organization own the building where the gambling will be conducted. Yes No If no, attach LG215 Lease for Lawful Gambling will be conducted.	abling Activity.
Is any other organization conducting gambling at this site? Note: Bar bingo can only be conducted at a site where another form of I zation or another permitted organization. Electronic games can only be	awful gambling is being conducted by the applying organi-
Has your organization previously conducted gambling at this site?	Yes No Don't know
GAMBLING BANK ACCOUNT INFORMATION; MUST BI	IN MINNESOTA
Bank Name:	Bank Account Number:
Bank Street Address:City:	State: MN Zip Code:
ALL TEMPORARY AND PERMANENT OFF-SITE STORA	GE SPACES
Address (Do not use a P.O. box number): City	: State: Zip Code:
36	

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits

COUNTY APPROVAL for a gambling premises located in a township

City Name:	County Name:
Date Approved by City Council:	Date Approved by County Board:
Resolution Number:(If none, attach meeting minutes.)	Resolution Number:(If none, attach meeting minutes.)
Signature of City Personnel:	Signature of County Personnel:
Title: Date Signed:	Title: Date Signed:
	TOWNSHIP NAME:
Local unit of government must sign.	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)
	Print Township Name:
	Signature of Township Officer:
	Title: Date Signed:

ACKNOWLEDGMENT AND OATH

- I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
- The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
- I have read this application and all information submitted to the Board is true, accurate, and complete.
- 4. All required information has been fully disclosed.
- 5. I am the chief executive officer of the organization.

- 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
- I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
- 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
- I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
- 10. I understand the fee is non-refundable regardless of license approval/denial.

Date

Signature of Chief Executive Officer (designee may not sign)

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety,

Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.



CITY COUNCIL MEETING DATE: 4/21/2025

TO: Mayor & City Council

FROM: Paul Senst

SUBJECT: Public Works Shop Roof Replacement

 \boxtimes RESOLUTION: 2025-65 \square ORDINANCE: \square OTHER:

REQUESTED ACTION

Approve Roof Replacement Contract @ the City of Hermantown Public Works facility.

BACKGROUND

In the Winter of 2022 Hermantown saw a record annual snowfall for the season. This snowfall piled up on the PW roof and caused the roof to sustain damage to the roof panels and the insulation below the panels. Insurance was notified and the insurance process took a long time. We were awarded a settlement amount for the roof of \$226,419.23. Because we felt the value was greater and the value was above set thresholds, we Solicited BIDS from contractors for roof and insulation replacement. After receiving these bids from roofing contractors, it was determined that a few of the bids were inline, and we need to award the project to a contractor.

We received 7 quotes and recommend awarding the contract to Collins Roofing & Sheetmetal of Hermantown in the amount of \$262,724.61.

SOURCE OF FUNDS (if applicable)

101-431901-520 \$226,419.23 409-419901-520 Remainder

ATTACHMENTS

Resolution Collins Bid

Resolution No. 2025-65

Resolution Receiving Bids And Approving Award Of Contract To Collins Roofing And Sheet Metal For The Labor And Materials Necessary To Repair The Hermantown Public Works Building Roof

WHEREAS, the City of Hermantown ("City") desires to have the roof repaired at the building located at 4971 Lightning Drive, commonly known as the Public Works Building, in Hermantown, Minnesota ("Project"); and

WHEREAS, Collins Roofing And Sheet Metal ("Proposer") submitted a proposal ("Proposal") attached hereto as <u>Exhibit A</u> to perform and furnish the materials to repair the roof and install insulation in connection with the Project to City; and

WHEREAS, the City reviewed the Proposal to confirm accuracy; and

WHEREAS, the City found the Proposal to be technically responsive to the specifications; and

WHEREAS, the City also investigated the experience, past record of performance and capacity of Proposer to perform the work contracted to be performed within the stated time period; and

WHEREAS, on the basis of such review, City staff have recommended that Proposer be awarded the contract for Project; and

WHEREAS, City desires to enter into a Construction Contract ("Contract") as shown on Exhibit B attached hereto in which Proposer provides the services described in the Proposal to City pursuant to these terms of the Contract and the Proposal; and

WHEREAS, after fully considering this matter, the City Council believes that it is in the best interests of the City of Hermantown to award the Contract for such improvement to Proposer and authorize and direct the Mayor and City Clerk to execute and deliver it on behalf of the City of Hermantown; and

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

- 1. The Proposal attached hereto as Exhibit A is hereby approved.
- 2. The form of Contract for the Project is attached hereto as <u>Exhibit B</u>, and the Mayor and City Clerk are hereby authorized to execute and deliver the Contract to Proposer for execution by it as soon as possible.

~ ·1		• 4 1 1	.1	C	•	1	1	1	•, 1	, •
Council	or	ıntroduced	the	torego	ıng res	O111f1	on and	moved	its ad	ontion.

The motion for the adoption of such resolution was seconded by Councilor an upon a vote being taken thereon, the following voted in favor thereof:	ıd
Councilors	
and the following voted in opposition thereto:	
Councilors	
WHEREUPON, such resolution was declared duly passed and adopted April 21, 2025.	



ESTIMATE

Hermantown Public Works Building

Customer

Paul Senst 4971 Lightning Drive Hermantown, MN 55811

Prepared By

Collins Roofing and Sheet Metal 4181 Thunderchief Lane Hermantown, MN 55811

(877) 782-0549 projects@collins-mrc.com

Prepared On

3/17/2025



Estimate items

Description	Quantity
Roofing	
238T Installation - 23/8" Standing seam panel with T seam. Full length panels, roll formed on site in Galvalume (No C	Color) 172 sq
Remove & Dispose of Old Metal Roof and Laid Insulation	172 sq
Pipe Boot	2 count
Other	
Install New Insulation: R-36 Minimum, U Value .031 Table 5.5-6 2024 MN Commercial Energy Code, Thermal blocks purlin faces	@ all 1 count
\$2000 Estimated Permit Cost	172 sq
Waste Removal (10 yard)	8 count

Summary

Description	Amount
Total	\$262,724.61



CITY COU	NCIL MEETING D	PATE: 04/21/2025					
TO:	Mayor & City Cou	ncil					
FROM:	Eric Johnson, Com	nmunity Development Direc	etor				
SUBJECT:	Approval of the Co	omprehensive Plan Update					
⊠ RESOLUT	ΓΙΟΝ: 2025-66	☐ ORDINANCE:	□ OTHER:	_			
REQUESTEI) ACTION						
Approval of the 2045 Comprehensive Plan Update.							

BACKGROUND

The City of Hermantown has been working with Hoisington Koegler Group, Inc. (HKGI) on the City's Comprehensive Plan Update since 2022. As part of the work, there have been multiple public engagement opportunities, in-person meetings with residents and the 10 person citizen advisory group, presentations to boards and commissions and public presentations. HKGI has prepared a seven chapter update to the comprehensive plan consisting of the following chapters:

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

The comprehensive plan update is available on the City's website at: https://hermantownmn.com/wp-content/uploads/2025/03/Hermantown-Comprehensive-Plan-Update 20250305 reduced.pdf

The document has been posted on the City's website for the past several weeks, with no comments being received from the public.

In addition, a public hearing for this item was held at the April 15, 2025 Planning and Zoning Commission meeting. There was one member of the public who spoke to the plan and requested that the goals associated with Stebner Park and Art Olson Park align from a timeline standpoint. The Planning and Zoning Commission recommended the item to the City Council for their review and approval.



NEXT STEPS

Upon approval of the Comprehensive Plan Update by the City Council, staff will submit certification to the Minnesota Environmental Quality Board (EQB) chair stating that the City has adopted the comprehensive plan.

After the comprehensive plan acceptance, staff plans to continue work with HKGI on revisions to existing zoning sections of the City ordinance as well as crafting new sections addressing the new land uses created as part of the plan update. These sections will go through the Planning and Zoning Commission for public hearings and input and ultimately be brought before the City Council for approval and inclusion in the City's zoning ordinance.

SOURCE OF FUNDS (if applicable)

245-419100-319

ATTACHMENTS

- Resolution
- March 18, 2025 Planning and Zoning Commission Presentation
- 2045 Comprehensive Plan Update

Resolution No. 2025-66

Resolution Approving Comprehensive Plan Update As Prepared By Hoisington Koegler Group, Inc.

WHEREAS, the City's previous Comprehensive Plan was adopted in 2001; and

WHEREAS, the City of Hermantown engaged Hoisington Koegler Group, Inc. (HKGI) on June 20, 2022 per Resolution 2022-87, to create an update to the City's Comprehensive Plan (PLAN); and

WHEREAS, the City staff created a ten-person citizen advisory group to obtain input and aid in the creation of the PLAN; and

WHEREAS, City staff and HKGI conducted multiple public engagement opportunities, in-person meetings with residents and the citizen advisory group, presented to boards and commissions and conducted public presentations; and

WHEREAS, HKGI has prepared a seven chapter update to the comprehensive plan; and

WHEREAS, the City of Hermantown Planning and Zoning Commission held a public hearing on April 15, 2025; and

WHEREAS, on April 15, 2025, the Planning and Zoning Commission unanimously recommended the PLAN to the City Council for their review and approval; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to adopt the PLAN to replace the previous prepared 2001 Comprehensive Plan; and

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

- 1. The City adopts the Comprehensive Plan Update (PLAN) to replace the 2001 Comprehensive Plan.
- 2. City staff prepares certification to send to the Minnesota Environmental Quality Board (EQB) for their records.

Councilor introduced the foregoing resolu	tion and moved its adoption.
The motion for the adoption of such motion was seed a vote being taken thereon, the following voted in favor the	
Councilors	
and the following voted in opposition thereto:	

\sim	11
Counc	llore
Counc	11013

WHEREUPON, such resolution was declared duly passed and adopted April 21, 2025



Comprehensive Plan Chapters

- 1) Plan Purpose & Vision
- 2) Background & Trends
- 3) Natural Resources & Recreation
- 4) Land Use
- 5) Economic & Housing Development
- 6) Transportation & Utilities
- 7) Implementation

Purpose of a Comprehensive Plan

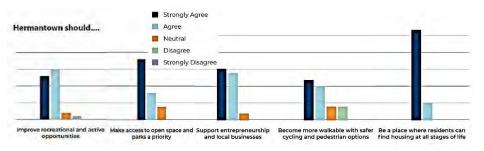
A comprehensive plan is a visionary document that:

- » Looks out 20 years into the future (2045) to provide a long-term and high-level guiding plan for future change, new development, and public infrastructure in the community
- » Guides the physical, social, and economic development of the community and its environs
- » Sets forth the concepts, goals, and strategies that are intended to shape Hermantown's future with respect to land use, natural resource and recreation areas, housing, economic development, transportation, and utilities
- » Serves as the basis for the City's planning decisions around policies, regulations, capital investments, and initiatives to be considered and implemented
- » Provides the legal basis for establishing zoning and subdivision ordinances which regulate day-to-day actions and land development

Community Engagement

- In-Person Events
 - Summerfest events
 - Public open house
- Vision Survey
- Online Interactive Map







Community Vision & Growth

PLAN VISION

Using statements and preferences expressed during the community engagement phase of work, and with the input of the Steering Committee, HEDA, and the City Council, the following vision for Hermantown was created:

Hermantown strives to be the Northland's favorite hometown for people of all ages because the city offers a vibrant and prosperous community with access to diverse housing options, regional and local businesses, natural open spaces, and recreational opportunities.

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Community Vision & Growth

GUIDING PRINCIPLES

The guiding principles support the vision and are intended to be used for future decision-making and to help further define the values and priorities of Hermantown.



Preserve the community's natural resources and small town character by efficiently clustering new commercial and residential land development around key roadways and business areas.



Accommodate a diverse land use mix of neighborhoods, businesses, and recreational activities in order to welcome people of all ages, abilities, and cultures.



Provide a broad range of housing options to meet the needs, desires, and budgets of all household types.



Leverage the development potential of commercial corridors to attract a mix of businesses.



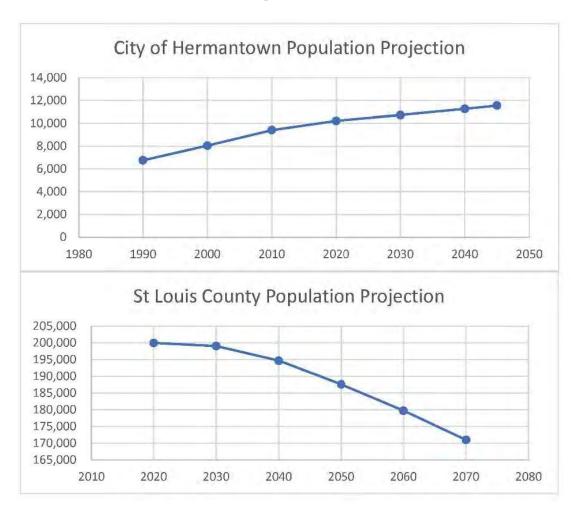
Fill in the network of roads and trails to improve all residents' connections to community destinations.



Support walking and biking as safe and attractive ways for getting around the community.

Population Trends & Projections

- 10,258 residents in 2024
- Growth trend
 - 1990 2000 19%
 - 2000 2010 17%
 - 2010 2020 9%
- ^aPlan looks at low, medium, and high growth
- 12,000 residents projected by 2045
- County's population is projected to decrease in the future



Mapping of Existing Conditions and Future Plans

- Existing natural resources and areas to protect
- Recreation areas (trails and parks)
- Existing land uses and development patterns
- [♀]Roadways
- Utilities
- Identified development constraints
- Identified vacant developable land
- Identified potential subdividable land

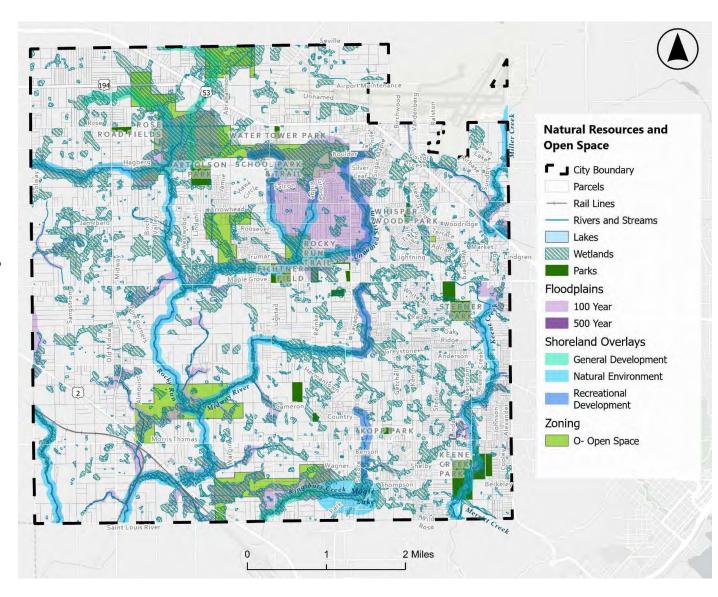
Natural Resources & Recreation

- Existing natural resources and areas to protect
- Recreation areas
- ^জ Trails
 - Parks
- Sustainability
 - Water resources
 - Renewable energy



Existing Natural Resources and Open Space Protection

- Creeks, rivers, lakes
- Shorelands
- Floodplains
- Wetlands
- Woodlands
- Public open spaces
- Parks



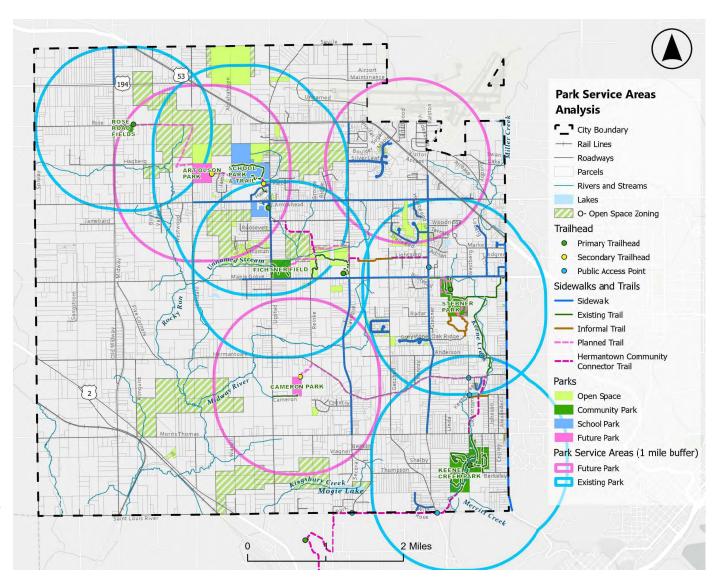
Park Service Areas

Existing Parks

- Fichtner Field
- Stebner Park
- Keene Creek Park
- Rose Road Fields
- School Parks

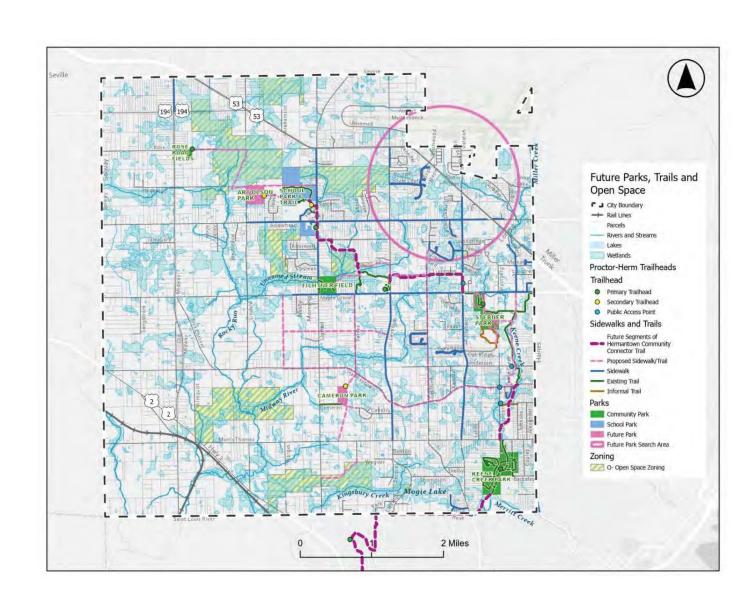
Future Parks

- Art Olson Park
- Cameron Park
- NE Park Search Area



Future Parks, Trails, and Open Space

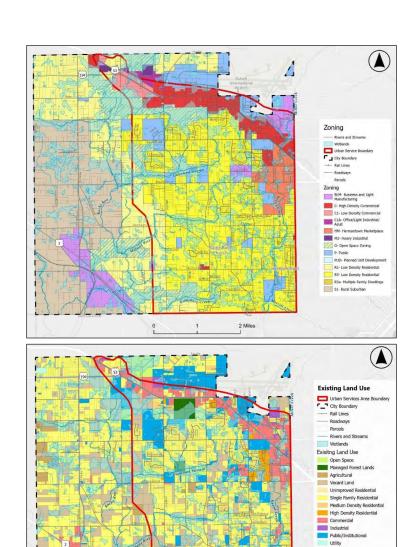
- 443 acres of existing park land
- 2,000 acres of open space land
- 5 existing community parks
- 3 future parks
- Completion of Hermantown Connector Trail
- Future trails and sidewalks



Land Use Planning

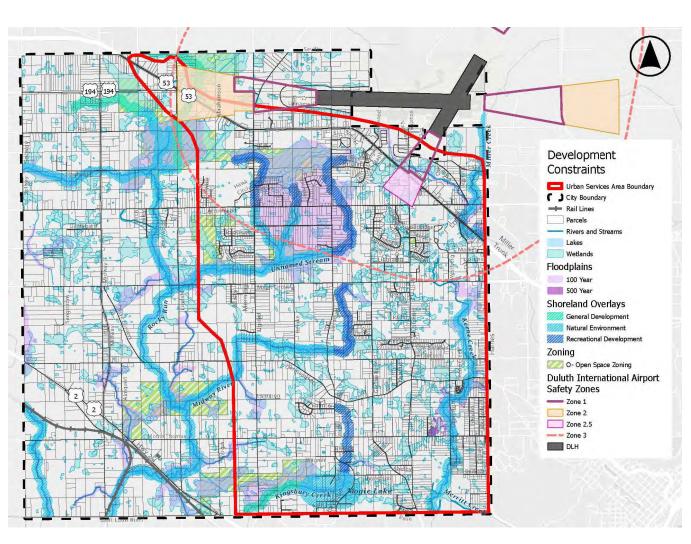
Existing Conditions and Plans as a Foundation

- Existing land use map
- Current zoning map
- Urban services boundary
- HEDA Strategic Plan
- Small Area Plans



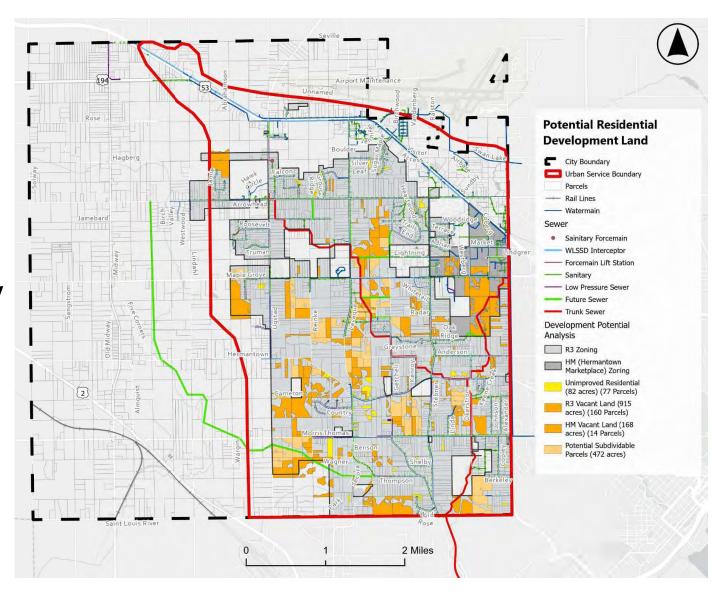
Development Constraints

- Creeks, rivers, lakes
- Shorelands
- Floodplains
- Wetlands
- Woodlands
- Public open spaces
- Parks
- Airport safety zones



Potential Residential Development Land

- R3 and HM zoning
- Within the UrbanServices Boundary
- Unimproved residential lots
- Vacant land
- Potential subdividable parcels



Potential Residential Development Land

Residential Land Needs for Household Projections

	2045 POPULATION	NO. OF HOUSEHOLDS	CHANGE IN HOUSEHOLDS	S AC	ACRES OF LAND NEEDED		
				1/2 ACRE DENSITY	¼ ACRE DENSITY	1/8 ACRE DENSITY	
MIC Plan	10,672	3,900	204	102	51	26	
Medium Growth	11,550	4,230	534	267	134	67	
High Growth	12,000	4,400	700	350	175	88	
	A MALE TO A						

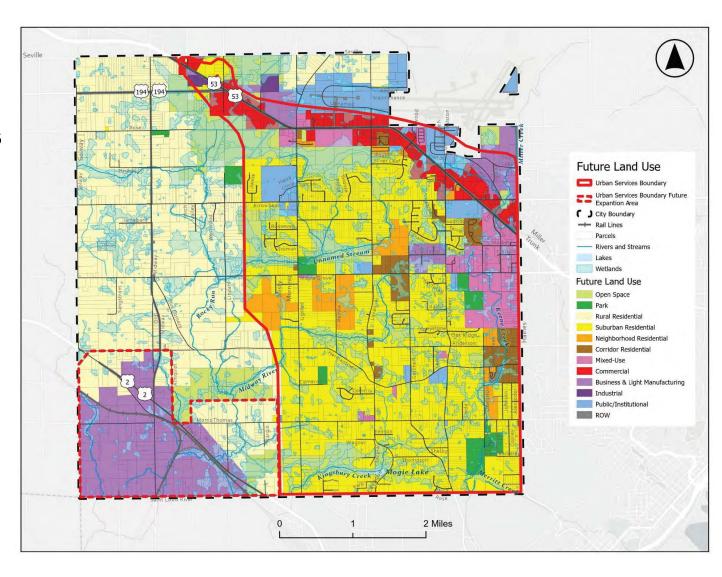
Potential Developable Residential Land

TYPE OF LAND	ACRES	
Unimproved residential land	82	ĺ
R3 District residential vacant land	915	
HM District potential residential vacant land	168	
Potential sub-dividable land	472	1
Total potential developable land	1,637	
	Section 1	

Future Land Use Map

12 Land Use Categories

- Residential (4)
- Business (3)
- Mixed Use (1)
- Rublic / Institutional (1)
- Park & Open Space (2)
- Right-of-Way (1)



Future Land Use Development Capacity

Future Land Use (FLU) Designations	Net Acres Vacant
Urban Residential FLUs	
Suburban Residential	841
Neighborhood Residential	279
Corridor Residential	75
Total	1,195
Business FLUs	
Mixed Use	176
Commercial	21
Business & Light Manufacturing (BLM)	471
Total	668

Mixed Use and BLM designations also allow commercial land uses

Economic Development Planning

Existing Plans as a Foundation

- Existing business corridors and areas
- Current zoning map
- HEDA Strategic Plan
 - Strategically located warehousing/ distribution/ light manufacturing zone or area created
 - Makerspace or incubator operational

Comprehensive Plan Analysis

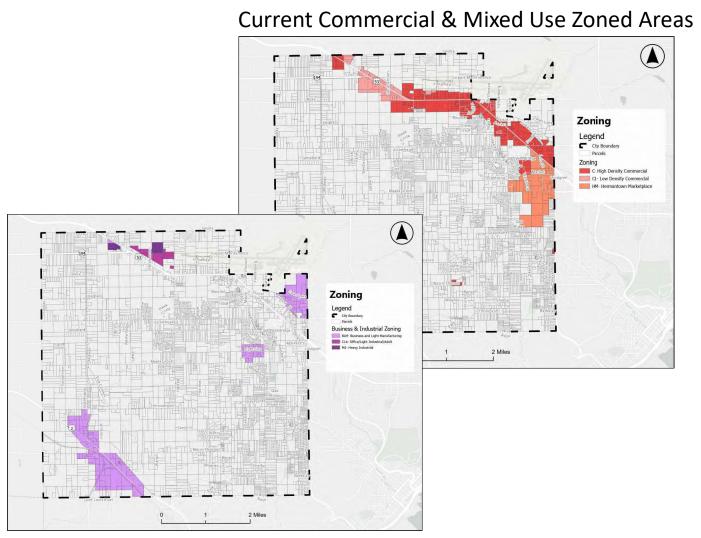
- Identified vacant / developable land
- Identified future business growth areas



Economic Development Planning

Future Land Uses

- Commercial
- Mixed Use
- Business & Light Manufacturing
- Industrial

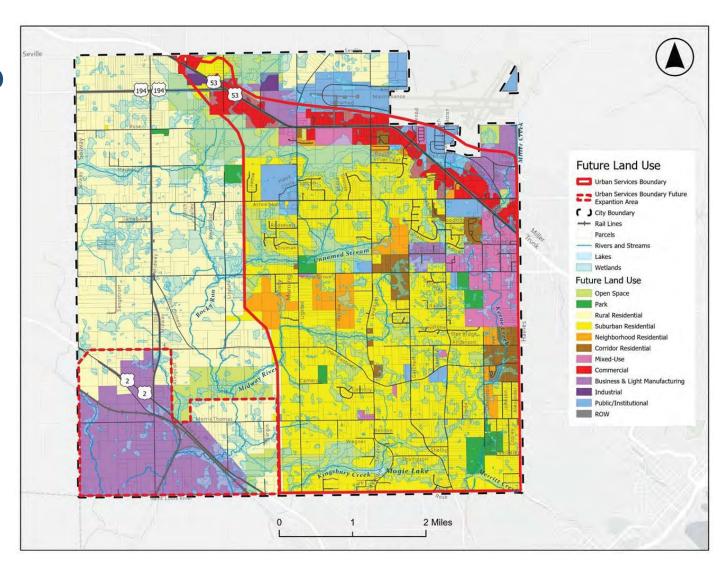


Current Business & Industrial Zoned Areas

Draft Future Land Use Map

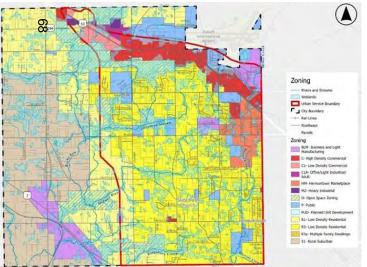
Business Land Use Areas

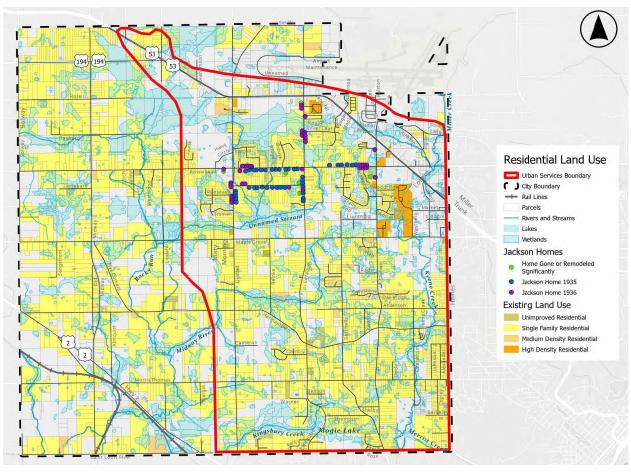
- Hwy 53
- Hermantown Marketplace
- Business parks
- Hwy 2 and Midway Road
- Small mixed use nodes



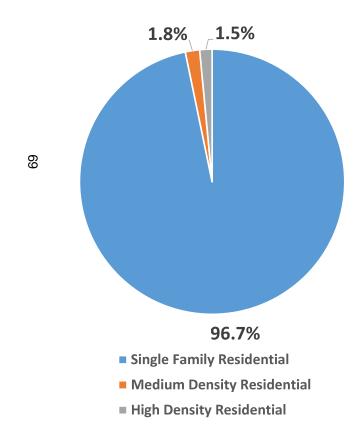
Housing Development

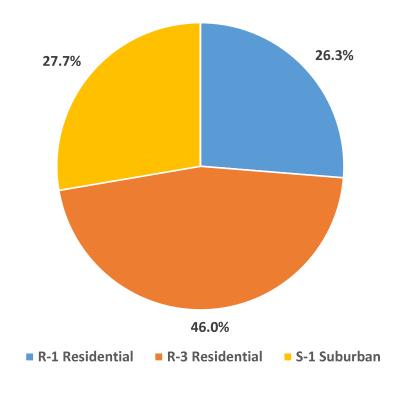
- Existing residential land uses – mix and pattern
- Existing residential zoning districts





Housing Development





Housing Planning

Expanding the Range of Housing Options



Smaller lot detached



Accessory dwelling unit



Two- to four- attached



Courtyard cottages/bungalows



Townhomes



Senior living



Apartments

70

Housing Planning

Housing types allowed in future land use designations:

HOUSING TYPE	RURAL RESIDENTIAL	SUBURBAN RESIDENTIAL	NEIGHBORHOOD RESIDENTIAL	CORRIDOR RESIDENTIAL	MIXED-USE RESIDENTIAL
Single-unit detached	Χ	Χ	Χ		
Aecessory Dwelling Unit	X	X	X		
Two-unit attached (duplex/twinhome)	X	X	X		
Courtyard cottage/bungalow		X	X		
Three- or four-unit attached			X	X	
Townhomes			Χ	X	X
Senior Living			Χ	X	Χ
Small apartment building				X	Χ
Large apartment building				Χ	X

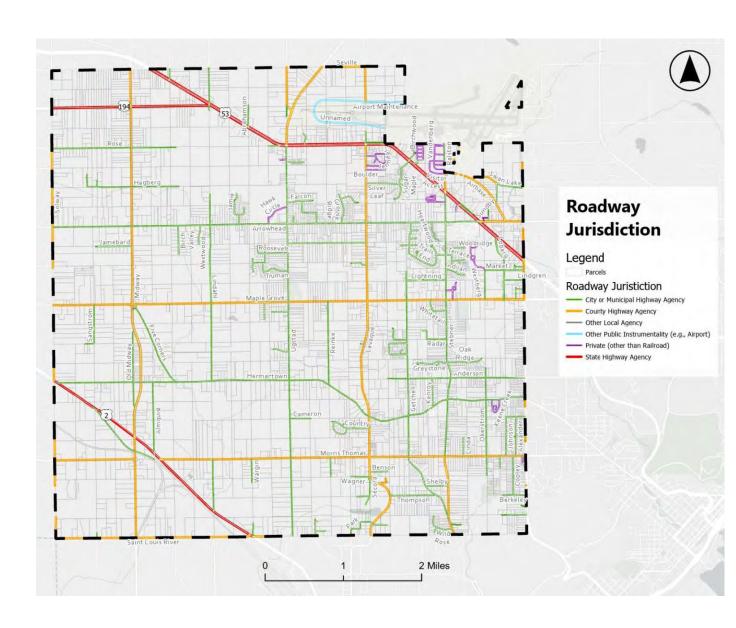
Transportation Planning

- Roadways, walk/bike facilities, rail, and aviation
- Feedback from the public input emphasized:
 - Traffic management (speeds, congestion)
 - Road condition/maintenance
 - Walk/bike safety along roadways
- Business Retention and Expansion Study (Jan 2023) stressed the importance of Highway 53 to support businesses in that corridor related to shipping, connection to airport, customer access, etc.

Roadway Jurisdiction

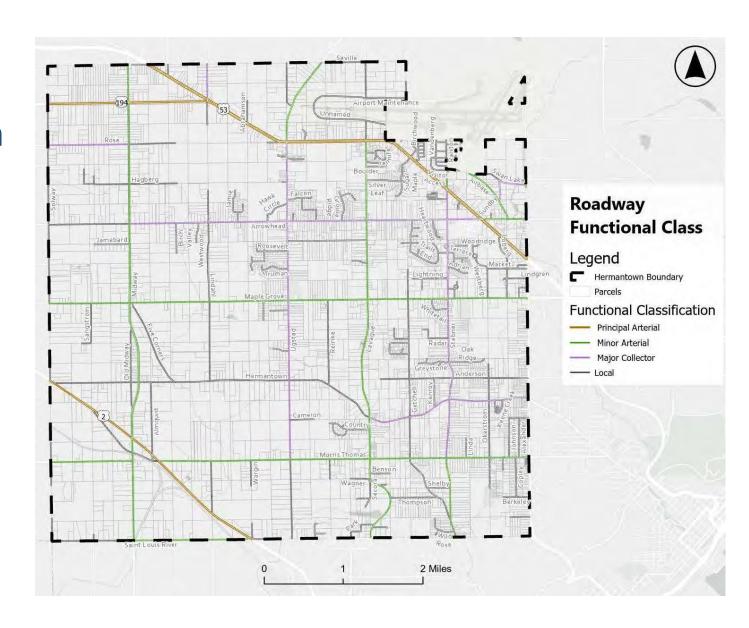
- State highways 53, 194, and 2
- County roads
- City roads

73



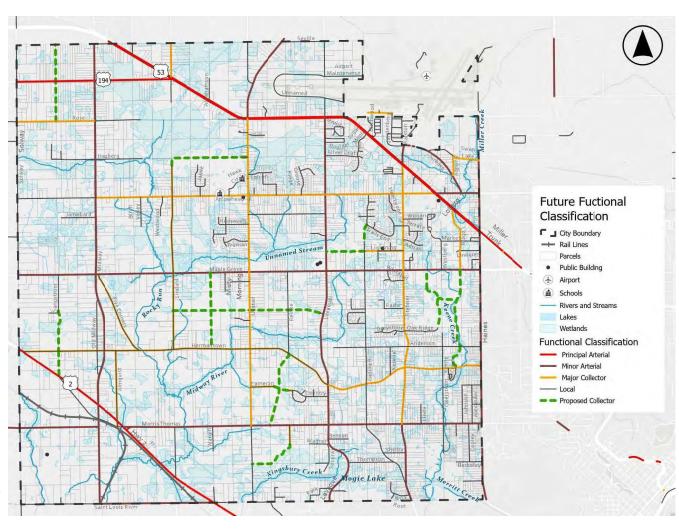
Roadway Functional Classification

- Principal Arterial
- Minor Arterial
- Major Collector
- Local



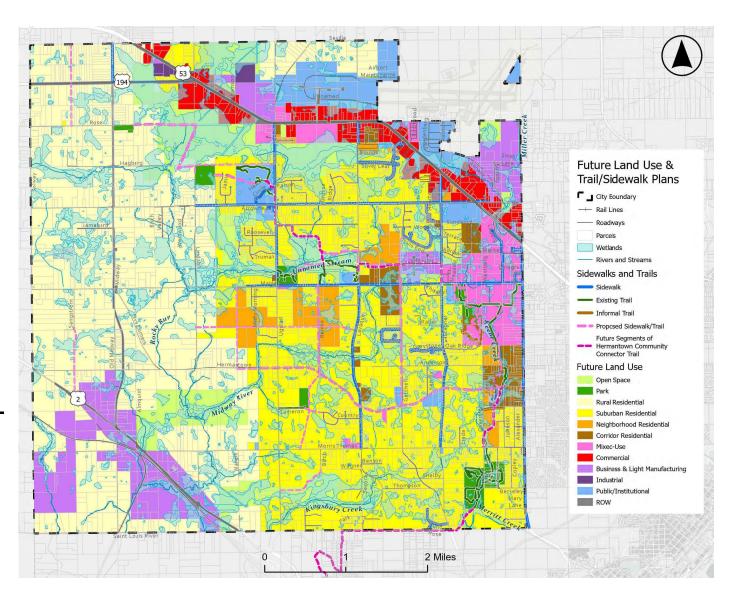
Proposed Future Roadways Network Map

- Proposed collector roadway connections
- Most are within Urban Service Boundary
- Increases potential development land
- Coordinate trail & sidewalk connections with new roadways

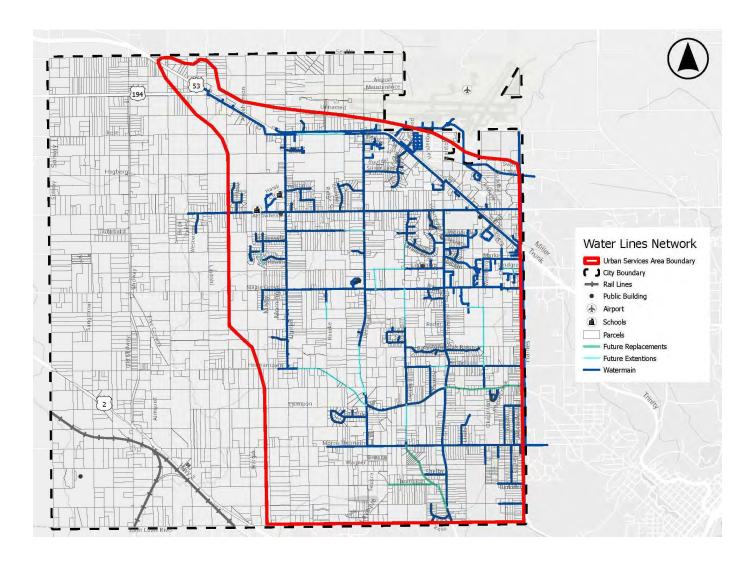


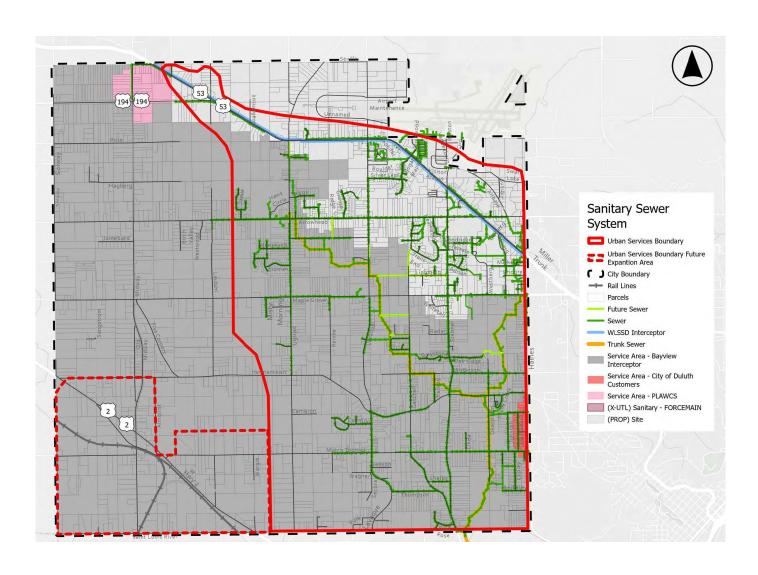
Land Use and Trails / Sidewalks Plans

Planning for expansion of trails and sidewalks in existing and future neighborhoods, particularly future Neighborhood Residential, Corridor Residential, and Mixed-Use areas



Future Water Main Network





Natural Resources & Recreation Goals

- 1. Protect the city's water resources by addressing issues that impact surface water and groundwater quality.
- 2. Guide the location and form of development to ensure the responsible management and protection of existing natural areas.
- 3. Continue to invest in existing parks, trails, and recreation facilities to meet the community's range of recreational needs and desires.
- 4. Continue to expand out the existing park and open space system.
- 5. Continue to expand out the existing trail system.
- 6. Support innovative sustainability ideas and projects that embrace emerging trends and new technologies.

Land Use Goals

- Guide the location and form of new development to ensure growth is managed in a sustainable manner and enhances Hermantown's existing hometown character.
- 2. Facilitate new residential development and new neighborhood types while minimizing any negative impacts on the character of existing neighborhoods.
- 3. Focus the development of new business, light manufacturing, and industrial uses in designated areas with strategic highway access to create desirable environments for attracting and maintaining businesses, increase local job opportunities, and limit impacts on residential areas.
- 4. Expand and diversify the city's range of commercial uses by filling in and expanding the community's key commercial and mixed use areas.

Economic & Housing Development Goals

Economic Development

- Market the city to attract new businesses that contribute to a unique and dynamic economy within the region.
- Prepare land and infrastructure so that it is shovel-ready for new development.
- Attract and retain a labor force to strengthen businesses, provide services, and support tourism efforts.

Housing Development

- Promote the development of a wider variety of housing types in the community.
- Reduce barriers to the development of new housing.
- Promote maintenance and reinvestment in existing housing as the city's housing stock ages.

Transportation & Utilities Goals

- Provide safe, effective, and efficient access to neighborhoods, businesses, and recreation facilities while respecting the surrounding natural systems.
- Recognize the importance of the Highway 53 corridor for the local business community.
- Provide a transportation system that supports all modes of travel.
- Plan for and provide necessary public facilities and utilities to support forecasted growth.
- Increase the community's resilience to the impacts of climate change and mitigation efforts against future natural disaster events.

Public Hearing

Planning & Zoning Commission Discussion and Recommendation



CITY COUNCIL MEETING DATE: 04/21/2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Special Use Permit – Grading and Filling in a Natural Environment Shoreland Area

\boxtimes RESOLUTION:	2025-67	☐ ORDINANCE:	☐ OTHER:

REQUESTED ACTION

Approve a Special Use Permit for filling and grading within a Natural Environment Shoreland Overlay Zone.

BACKGROUND

The applicants (Kevin and Cari Hagen) desire to build a 1,350 square foot addition to the primary structure on their property at 4264 Ugstad Road. Of the 1,350 square foot addition, approximately 450 square feet are located within a Natural Environment Shoreland Area and will require filling and grading with an approximately 750 square feet area of disturbance.

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

SITE INFORMATION:

Parcel Size: 1.0 acre

Legal Access: 4264 Ugstad Road

Wetlands: Yes, per the National Wetland Inventory

Existing Zoning: R-3, Residential

Airport Overlay: None

Shoreland Overlay: Yes – Natural Environment Shoreland

Comprehensive Plan: Residential

Wetlands

Per the National Wetland Inventory (NWI) there is a small linear wetland associated with the tributary in the SW corner of the property.

Shoreland Area

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



Special Use Permit

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

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

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

The proposed use is compatible with development within the vicinity which is characterized by low and medium density residential and residential compatible uses.

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

Conditions placed on the SUP to minimize the clearing and grading within the shoreland area meet the intent of the zoning ordinance to protect natural resources. The construction of the addition is an allowed use within the R-3 zoning district.

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

The property is within an area marked for residential development on the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces and the proposed impervious surface is below maximum limits.

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

The proposed use is similar to uses of nearby properties in density and style.

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

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



Findings of Fact and Recommendations

Staff recommends approval of the special use application to construct an accessory structure in a Natural Environment Shoreland Area, subject to the following:

- 1. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland area for the purpose of constructing an addition to the primary structure. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- 2. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. The smallest amount of bare ground is exposed for as short a time as feasible;
 - b. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - c. Adequate methods to prevent erosion and trap sediment are employed;
 - d. Fill is stabilized to accepted engineering standards;
 - e. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - f. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - g. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - h. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- 3. The applicant shall sign a consent form assenting to all conditions of this approval.
- 4. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

- Resolution
- Location Map
- Proposed Site Plan
- Proposed Floor Plan
- Shoreland Overlay Map

Resolution No. 2025-67

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

WHEREAS, Kevin and Cari Hagen, ("Applicants"), a married couple, own the property at 395-0070-00438 submitted an application for a Special Use Permit for grading and filling within a Natural Environment Shoreland Overlay Area for the purpose of constructing an addition to the primary structure in a R-3 Residential District (the "Project"), with a legal description as follows:

Property ID: 395-0070-00438

W 360 FT OF N 120 FT OF LOT 4 SECTION 15 TOWNSHIP 50 RANGE 15

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on April 15, 2025 and recommended approval of the Special Use Permit at such meeting; and

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

FINDINGS OF FACT

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

An addition to the primary structure is allowed under the R-3, Residential zoning district. The proposed use is compatible with development within the vicinity which is characterized by low and medium density residential and residential compatible uses.

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

Conditions placed on the SUP restricting wetland impacts and clearing and grading within 50 feet of the unnamed tributary to the Rocky Run meet the intent of the zoning ordinance to protect natural resources. An addition to the primary structure is allowed in the R-3 zoning district with residential property being the primary use of all surrounding developed land.

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

The property is within an area marked for residential development in the Hermantown Comprehensive Plan. The purpose of the Shoreland Overlay Zone is to protect public

waterways. Impervious surface caps are included to prevent excessive runoff from constructed surfaces. The proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect the unnamed tributary to the Rocky Run.

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

The proposed use is similar to uses of nearby properties in density and style.

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

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

- A. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary to the Rocky Run.
- B. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary to the Rocky Run.

CONCLUSION

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

- 1. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland Overlay area for the purpose of constructing an addition to the primary structure. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- 2. The Applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. The smallest amount of bare ground is exposed for as short a time as feasible;
 - b. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - c. Adequate methods to prevent erosion and trap sediment are employed;
 - d. Fill is stabilized to accepted engineering standards;
 - e. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - f. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;

- g. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
- h. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- 3. The applicant shall sign a consent form assenting to all conditions of this approval.

4	The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
	Councilor introduced the foregoing resolution and moved its adoption.
upon a	The motion for the adoption of such resolution was seconded by Councilor and 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 April 21, 2025.

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to Kevin and Cari Hagen, ("Applicants"), a married couple owners of the property at 395-0070-00438, submitted an application for grading and filling within a Natural Environment Shoreland Overlay Area for the purpose of constructing an addition to the primary structure at 395-0070-00438 ("Project"), and legally described in Attachment A.

The permission hereby granted is expressly conditioned as follows:

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

- welfare, or for violation of any of the provisions of this permit.
- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. Prior to issuance of a building permit, the applicant will submit an application for a property subdivision.
- k. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- 1. Prior to issuance of a building permit, all necessary permits shall be obtained.
- m. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland Overlay area for the purpose of constructing an addition to the primary structure. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- n. The Applicant will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - 1. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary to the Rocky Run.
 - 2. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary to the Rocky Run.
 - 3. The smallest amount of bare ground is exposed for as short a time as feasible;
 - 4. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - 5 Adequate methods to prevent erosion and trap sediment are employed;
 - 6. Fill is stabilized to accepted engineering standards;
 - 7. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - 8. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;

- 9. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
- 10. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- q. The applicant shall sign a consent form assenting to all conditions of this approval.
- r. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

the City of Hermantown on the day	d City Clerk have hereunto set their hands on behalf of of, 2025.
	CITY OF HERMANTOWN
	By
	Its Mayor
	By
	Its Clerk
STATE OF MINNESOTA))ss.	
COUNTY OF ST. LOUIS)	
	nowledged before me this day of,
2025, by, and respectively of the City of Hermantown o	, the Mayor and City Clerk n behalf of the City.
	Notary Public

ACCEPTANCE OF RESOLUTION

Kevin and Cari Hagen, ("Applicants"), a married couple hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

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

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

IN WITNESS WHE		nd Cari Hagen, ("Appli , 2025.	cants"), a married	couple have
1				
Kevin Hagen				
Cari Hagen				
STATE OF MINNESOTA))ss.			
COUNTY OF ST. LOUIS)			
The foregoing instrur by Kevin and Cari Hagen, a		wledged before me this	day of	, 2025
		Notary Public		

ATTACHMENT A

W 360 FT OF N 120 FT OF LOT 4 SECTION 15 TOWNSHIP 50 RANGE 15

Property ID: 395-0070-00438

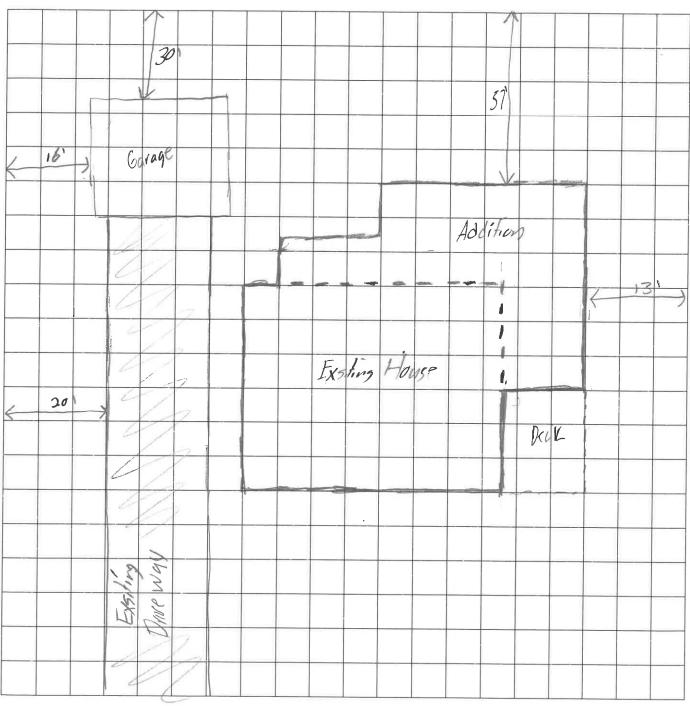
Location Map

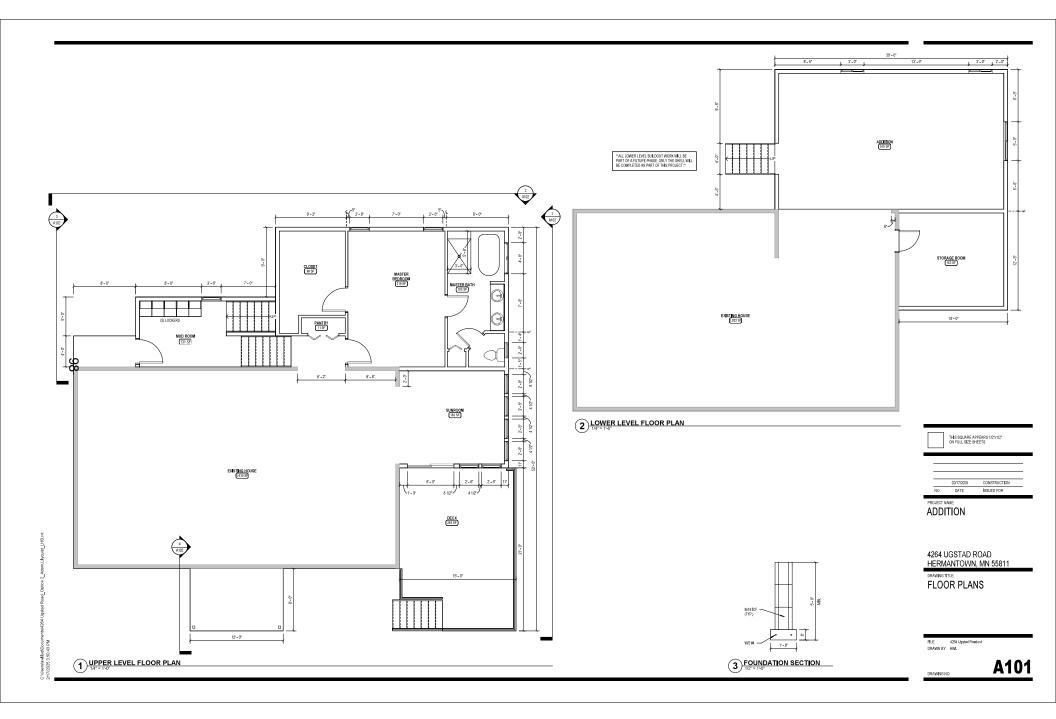


Shoreland Map



Erosion and Sediment Control Site Plan. A drawing showing the limits of disturbance, direction of grade, property boundaries, existing and proposed structures, and the locations of erosion and sediment control devises must be provided. This can be drawn below, or generated separately and submitted with your application materials. This drawing must be to scale with dimensions to provide the City with adequate information as to the projects impacts.







Development Agreement

CITY COU	NCIL MEETING DATE: April 21, 2025
TO:	Mayor & City Council
FROM:	Eric Johnson, Community Development Director
SUBJECT:	Development Agreement – Peyton Acres Phase 3
⊠ RESOLU′	TION: 2025-68 □ ORDINANCE: □ OTHER:
REQUESTE	D ACTION
	cution of the Development Agreement between JLG Enterprises of Hermantown, LLP and antown for the Peyton Acres Phase 3 development.
BACKGROU	UND
LLP (Develor improvement October 21, 2 Agreement de Phases 1A ar paving compand road subcredit in place. This phase 3 2026 building the amount of	approval of the Development Agreement between JLG Enterprises of Hermantown, oper) and the City of Hermantown (City) for the completion of public and private its associated with the Peyton Acres Phase 3 plat approved by the City Council on 2024. The agreement is substantially in the form of the attached Development document. Ind B and have been accepted by the City with Phase 1C having the utilities and obleted but not yet accepted by the City. Phase 2 has installed utilities, stormwater obase but still requires paving, curb, gutter and sidewalk for which there is a letter of the outstanding work. In project will commence in the late summer of 2025 and go throughout the 2025 and agreement includes an irrevocable letter of credit in 125% of the construction cost of the stormwater improvements that will be a association with the project.
SOURCE OF	F FUNDS (if applicable)
	r ronds (ii applicable)
N/A	
ATTACHMI	ENTS
Resolution	

Resolution No. 2025-68

Councilors

Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Development Agreement With JLG Enterprises Of Hermantown, LLP For Peyton Acres Phase 3

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

WHEREAS, the City has approved the Final Plat Permit for the ("Project") per Resolution; and

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

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

WHEREAS, the City Council has considered this matter and believes it is in the best interest of the City to approve the Development Agreement and to authorize and direct the Mayor and City Clerk to enter into such Agreement on behalf of the City of Hermantown.

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

- 1. The Development Agreement attached hereto is hereby approved.
- 2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such Agreement on behalf of the City of Hermantown.

	Councilor introduced the foregoing resolution and moved its adoption.
upon a	The motion for the adoption of such resolution was seconded by Councilor and vote being taken thereon, the following voted in favor thereof:
	Councilors
and the	e following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted April 21, 2025.

ACCEPTANCE OF RESOLUTION

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

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

IN WITNESS WHI acceptance the day of	·	Enterprises of Hermantown, LLP has executed th, 2025.
		DEVELOPER:
		JLG Enterprises of Hermantown, LLP
		By
STATE OF MINNESOTA)	
COUNTY OF ST. LOUIS)ss.)	
The foregoing instrum	nent was ackno	wledged before me this day of
2025, by JLG Enterprises of		
		Notary Public

DEVELOPMENT AGREEMENT

BY AND BETWEEN

JLG ENTERPRISES OF HERMANTOWN, LLP ("DEVELOPER")

AND

CITY OF HERMANTOWN

("CITY")

Dated as of	the	day of	 2025

THIS DOCUMENT WAS DRAFTED BY:

Gunnar B. Johnson Overom Law 802 Garfield Avenue, Suite 101 Duluth, Minnesota 55802 (218) 625-8463

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the day of	, 2025, by and
between City of Hermantown, (hereinafter referred to as the "City") and JLG Enter	erprises of
Hermantown, LLP, a Minnesota limited liability partnership (hereinafter referred to	o as the
"Developer"), is in response to the following situation:	

A. The Developer has requested the City to approve the plat of Peyton Acres Phase 3 ("Plat") which is platted over the property located in St. Louis County, Minnesota legally described as follows:

See Exhibit A attached hereto ("Property")

B. The City will not approve the Plat until the Developer constructs Stormwater Improvements, a City Sewer Main, a City Water Main, a Public Roadway and Sidewalk (as such terms are defined in Section 8 and which are collectively referred to as "Infrastructure Improvements").

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

- 1. To pay all costs incurred by the City in connection with the initial review and consideration of the Plat, prior to the execution of the Plat and thereafter in connection with the determination of whether the conditions to the approval of the Plat or the construction of the Infrastructure Improvements have been completed in accordance with the Plans and Specifications, including, without limitation, fees incurred by the City Engineer for inspecting the construction of Infrastructure Improvements, within ten (10) days of being invoiced by the City for such costs.
- 2. Developer acknowledges that it is a requirement of the City that the Developer bear all costs of construction of the Infrastructure Improvements and that the Infrastructure Improvements must be constructed in accordance with Plans and Specifications approved by the City Engineer and City Public Works Director.
 - 3. Before the Plat will be executed by the City the Developer must:
 - 3.1 Comply with the provisions of Section 8 hereof (Infrastructure Plans and Specifications approved).
 - 3.2 Developer shall provide a security deposit equal to 125% of the cost of construction of the Infrastructure Improvements (Sewer Main, Water Main, Public Roadway and Sidewalk) as determined by the City Engineer unless construction is completed before the Plat is executed. No building permits shall be granted for any Property within the Plat until the Plat is approved and recorded. The security is to be in effect until all of the Infrastructure Improvements have been constructed and the City Engineer and City Public Works Director executes a Certificate of Completion with respect to the Infrastructure Improvements attesting that they have been constructed in accordance with the Plans and Specifications.

- 3.3 Developer shall provide a security deposit equal to 125% of cost of construction of the Stormwater Improvements prior to the commencement of construction of the Infrastructure Improvements. This security is in addition to any security required by Section 3.2 hereof. No building permits shall be granted for any portion of the Property until an MS4 Certificate of Compliance is issued. The Stormwater Improvements are defined as the entire system utilized to collect, convey and treat stormwater. The security is to be in effect until all of the Stormwater Improvements have been constructed and the City Engineer and City Public Works Director executes a Certificate of Completion with respect to the Stormwater Improvements attesting that they have been properly constructed.
- 3.4 Pay City a park dedication fee of \$1,100.00 per lot in the Plat (total of \$8,800.00).
- 3.5 Provide the City with title evidence in form and substance acceptable to the City and the City Attorney examines or causes the title of the land underlying the Plat to be examined and the Developer completes all actions required to be taken by the City Attorney and City Engineer.
- 3.6 Cause the Plat dedication on the final Plat to be in form and substance acceptable to the City Attorney and City Engineer.
- 3.7 Provide the City with the final Plat that has duly and properly executed by all parties with an interest in the Property, as determined by the City Attorney and the signatures of such parties are duly and properly notarized.
- 3.8 Provide the City with the copies of the final Plat as is required under the Hermantown subdivision platting regulations.
- 3.9 City to provide written approval of the final Plat by the Community Development Director, City Attorney and City Engineer as being in compliance with the Hermantown subdivision platting.
- 3.10 Provide City with evidence that corrections to any deficiency noted by the County Surveyor on the Preliminary Plat have been made on the Final Plat.
- 3.11 Pay the City's out-of-pocket costs and expenses, including attorneys' fees and engineering fees, incurred to the date the Plat is signed.
- 3.12 Comply with the provisions of Section 20 hereof (Declaration of Wetland Restrictions).
- 4. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed sent by U.S. Certified Mail to the following name and address:

If to Developer: JLG Enterprises of Hermantown, LLP

3850 Old Midway Road Hermantown, MN 55810 If to City: City of Hermantown

5105 Maple Grove Road Hermantown, MN 55811

Attn: John Mulder

With a copy to: Gunnar B. Johnson

Overom Law

802 Garfield Avenue

Suite 101

Duluth, MN 55802

- 5. The City Engineer shall, after consulting with the designated representatives of Developer, be the final authority in the event of any questions, ambiguities or disagreements regarding the interpretation of the Plans and Specifications or whether the construction of the Infrastructure Improvements have been completed in accordance with the Plans and Specifications.
- Developer acknowledges and agrees that pursuant to Section 350 of the Hermantown City Code, no road or street within the city becomes a City street until it is accepted and opened by the City Council by a resolution to that effect and that the City has not accepted or opened the roads within the Plat. Developer further acknowledges and agrees that the City has no obligation and will not assume responsibility to grade, construct, improve, repair, replace, snowplow or in any way maintain or construct any road until such road has been accepted and opened pursuant to Section 350 of the Hermantown City Code. Developer further acknowledges and agrees that the City Council will not consider any resolution accepting and opening any road until Developer makes a written request of the City to accept and open the road. Such request may not be made by Developer until (i) one year after the construction of the road is determined to be fully completed in accordance with the Plans and Specifications and (ii) only if Developer has maintained and repaired the road in good condition and repair unless Developer (x) provides a written one year warranty with respect to the construction of the road that is in form and substance acceptable to the City, City Engineer and the City Attorney and (y) Developer provides security for such warranty in an amount, form and substance acceptable to the City, City Engineer and City Attorney. In the event Developer proceeds as provided in subparts (x) and (y) of this paragraph the City Council will consider a resolution accepting and opening the road at its first regular meeting after Developer makes a written request of the City to accept and open the road and the items required by subparts (x) and (y) of this paragraph are provided to the City. Likewise, Developer acknowledges and agrees that the City has no obligation to repair or replace any other Infrastructure Improvements until such Infrastructure Improvements have been determined to be fully constructed in accordance with the Plans and Specifications by the City Engineer and City Public Works Director.
- 7. Developer agrees that it will not make any changes to the Plans and Specifications without the prior written approval of the City Engineer and City Public Works Director.
- 8. Developer shall present detailed plans and specifications for the Infrastructure Improvements to the City Engineer and City Public Works Director and obtain approval of such plans and specifications by the City Engineer, City Public Works Director. Whenever the words "Plans and Specifications" are used herein it shall mean the plans and specifications that are approved by the City Engineer and City Public Works Director. All construction work shall be completed strictly in accordance with the approved Plans and Specifications. For the purposes of this Development Agreement, Infrastructure Improvements means the following:

- **8**.1. The sewer main ("Sewer Main") and water main ("Water Main") within the Project.
 - 8.2. The Stormwater Improvements within the Plat and servicing the Plat.
- 8.3. Permanent wetland markers marking the wetlands on all residential lots within the Plat.
- A 28 foot wide asphalt roadway ("Public Roadway") with curb and gutter per the requirements of the City of Hermantown. This Public Roadway will provide access for eight lots from Peyton Drive.
- A 5 foot wide sidewalk ("Sidewalk") within the Public Roadway providing a connection to Peyton Drive and continuing along the one side of the roadway proposed within the Plat.
- 9. Before the commencement of any work on any Infrastructure Improvements. Developer, Developer's Contractor and Developer's Engineer shall meet with the City Engineer and City Public Works Director to determine guidelines to insure that work is subject to appropriate testing and inspection before any portion of the work is covered or further work is done. Developer and Developer's Contractor may be limited, as a result of this discussion, as to work that may be done outside of regular working hours unless prior arrangements are made for inspection and testing to be done at such times and appropriate payment arrangements are made.
- 10. Developer acknowledges that the City Engineer may require independent testing of the work done on the Infrastructure Improvements prior to its determining that the work has been completed in accordance with the Plans and Specifications. Developer further understands and acknowledges that Developer shall be responsible for paying the costs incurred in connection with any such testing.
- 11. The City Engineer will execute and deliver the Certificate of Substantial Completion (Sewer Main, Water Main, Public Roadway and Sidewalk) in the form attached hereto as Exhibit B to the City only upon the completion of the Infrastructure Improvements and the City Engineer will execute and deliver a Certificate of Final Completion in the form attached hereto as Exhibit C to the City only upon the final completion of the Infrastructure Improvements required to be constructed by Developer.
- Developer acknowledges and agrees that no zoning permits and no building permits will be issued for any construction within the Plat until the City Engineer executes the Certificate of Substantial Completion (Sewer Main, Water Main, Public Roadway and Sidewalk) in form of the one attached hereto as Exhibit B and/or the security required by Section 3.2 and Section 3.3 has been provided to City for such items and an MS4 Certificate of Compliance has been issued for the Stormwater Improvements and/or the security required by Section 3.3 has been provided to the City for the Stormwater Improvements.
- Notwithstanding anything to the contrary contained herein Developer agrees that all of the Infrastructure Improvements will be fully completed in accordance with the Plans and Specifications no later than October 15, 2026.

- 14. Any security provided by Developer to City pursuant to Section 3.2 hereof shall be released upon final completion of the Infrastructure Improvements and a Certificate of Final Completion is issued by the City Engineer for such work and the record drawings for the Infrastructure Improvements on paper and electronically in auto-cad format and PDF format are provided to the City pursuant to Section 16 hereof.
- 15. Developer agrees that the City may exercise its rights under any security provided to it hereunder if Developer shall fail to perform any obligation required to be performed by Developer hereunder and such failure shall continue for a period of ten (10) days after written notice of such failure has been given by City to the Developer.
- 16. Developer will provide record drawings for the Infrastructure Improvements constructed by it pursuant to this Agreement on paper and electronically in auto-cad format and PDF format before October 15, 2026. Developer will also provide City with an electronic copy of the recorded Plat.
- 17. Developer will provide the GPS data points for the wetland boundaries on all lots within the Plat and for the permanent wetland markers required to be installed by Developer pursuant to Section 8.3.
- 18. Upon the issuance of a Certificate of Final Completion by the City Engineer for the Infrastructure Improvements the City shall become the owner of the Infrastructure Improvements covered by such Certificate of Final Completion. Upon the issuance of a Certificate of Final Completion by the City Engineer for the Public Roadway and Sidewalk and the satisfaction of the provisions of Section 6 of this agreement the City shall become the owner of the Public Roadway and Sidewalk covered by such Certificate of Final Completion. Upon the issuance of an MS4 Certificate of Compliance for the Stormwater Improvements pursuant to Section 3.3, the City shall become the owner of the Stormwater Improvements.
- 19. Developer will provide or cause to be provided separate water and sewer services to each dwelling unit in the Plat and:
 - 19.1 Provide the plans and specifications for the construction of the water and sewer service lines within the Plan for the City's review and approval prior to commencing construction of such water and sewer service lines.
 - 19.2 Provide the City with a map/plan on paper and electronically in auto cad format and PDF format showing the location of water and sewer service lines. Information is to be in a coordinate system so that is can be imported into the City's GIS system.
 - 19.3 Install a locating wire or equally effective means of marking the location of each non-conductive water or sewer service lines.
 - 19.4 All individual dwelling units within the Plat shall be connected directly to the Sewer Main and Water Main.

The City will not issue a Certificate of Occupancy for any dwelling until the requirements of this Section 19 have been satisfied with respect to such dwelling.

- 20. Developer will execute and deliver to City for recording with the real estate records the Declaration of Wetland Restrictions in the form of the one attached hereto as Exhibit 20. Neither Developer nor its successors or assigns shall modify or disturb the wetland areas or Stormwater Improvements within the Plat without the prior written approval of the City. The owner of each lot within the Plat shall be responsible for the preservation and maintenance of the wetland areas located on such owner's lot.
- 21. Developer acknowledges that City intends to provide a letter, substantially in the form of the one attached hereto as <u>Exhibit 21</u> to each party who requests utility service from the City at any time with regard to lots within the Plat.
- 22. City is hereby granted access across the Property and all individual lots within the Plat at any time to repair, maintain and restore the Stormwater Improvements and wetland areas on any of the Property and to check the location of the wetland boundaries and permanent wetland markers on the Property and any lot on the Plat.
- 23. In the event that the City is required to repair, restore or modify the wetland areas, permanent wetland markers or Stormwater Improvements as a result of actions by the Developer or its successors or assigns, then the City may assess the costs of such repairs, restoration or modifications against the Property or any part of the Property pursuant to Chapter 429 of the Minnesota Statutes or the City may declare that the portion of the Property upon which such wetland or Stormwater Improvements are located to be a hazardous property within the meaning Minnesota Statues §463.15, it being agreed to and acknowledged by Developer that a failure to adequately maintain or unremedied damage to a wetland or Stormwater Improvements constitutes a hazard to public safety or health.
- 24. The Developer further agrees that nothing in this Agreement constitutes any approval of any other licenses or permits or approvals required to be obtained under applicable law, rule, regulation or ordinance before any construction can take place on the Property. Examples of permits and approvals that are not approved by this Agreement are building permits, water and sewer connection approvals (which require payments for connection fees to the City and a CAF payment to WLSSD).
 - 25. During construction, Developer agrees:
 - 25.1 Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site; and
 - 25.2 Not conduct any on-site burning or burial of brush or other site debris on the Property.
 - 25.3 Construction activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10:00 p.m. and 7:00 a.m.; and
 - 25.4 The site shall be kept free of dust and debris that could blow onto neighboring properties; and
 - 25.5 Public streets shall be maintained free of dirt and shall be cleaned as necessary; and

- 25.6 The City shall be contacted a minimum of 72 hours prior to any work in a public street. Any required construction or excavation permits for construction shall be obtained before work commences. Work in a public street shall take place only upon the determination by the Public Works Superintendent that appropriate safety measures have been taken to ensure motorist and pedestrian safety; and
- 26. The provisions of Section 12 of Resolution No. 2024-206, a Resolution Approving Final Plat of Peyton Acres Phase 3 and Imposing Conditions on the Final Plat are hereby determined to be not applicable to this Plat.

[SIGNATURES APPEAR ON NEXT PAGE]

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

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

	City of Hermantown
	By Its Mayor And by
STATE OF MINNESOTA))ss. COUNTY OF ST. LOUIS)	
The foregoing instrument was acknowledged 2025, by Wayne Boucher and Aussa respectively, of the City of Hermantown on behalf of the	McChure, the Mayor and City Clerk
	Notary Public

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

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

JLG ENTERPRISES OF HERMANTOWN, LLP

	By Singh Stull
STATE OF MINNESOTA) COUNTY OF St. (ours)	
The foregoing instrument was acknowledge 2025, by any benefit of JLG Enterprise liability partnership, on behalf of the limited liability	ed before me this / day of, rises of Hermantown, LLP, a Minnesota limited partnership.
MARY A MELDE NOTARY PUBLIC MINNESOTA My Commission Expires Jan. 31, 2030	Mary A. Mfelce Notary Public

EXHIBIT A LEGAL DESCRIPTION OF THE LAND

Outlot B, Peyton Acres Phase 2A of Section 24, Township 50, Range 15, St. Louis County, Minnesota.

Parcel ID: 395-0161-00150

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

Date of	f Issuance:	, 20		
This C	ertificate of Substantial Comple	etion is made with reference to the following facts:		
Development Hermantown,	Agreement (hereinafter referr	, LLP, (hereinafter the "Developer") entered into a red to as "Development Agreement") with the City of softhe State of Minnesota, (hereinafter the "City"), with Developer in the City.		
The uncorrect:	ndersigned hereby certifies th	nat the following facts and representations are true and		
1.	the Development Agreement	or Main, Water Main, Roadway and Sidewalk as defined in have been fully completed in accordance with the Plans e of substantial completion is hereby established as of		
2.	2. All capitalized terms when used herein shall have the meaning given them in Development Agreement.			
		Name of Developer's Contractor		
		By		
and inspections Main, Roadway Addendum No as defined in t	s as it deemed necessary hereby and Sidewalk defined in the l . 1 attached hereto strictly in a	based on the foregoing Certificate and such other testing by certifies that the construction of the Sewer Main, Water Development Agreement other than the items described on accordance with the Plans and Specifications and the Road have been substantially completed in accordance with the Development Agreement.		
Dated				
		Northland Consulting Engineers. L.L.P.		
		By		

ADDENDUM NO. 1

COMPLETION ITEMS

The following are items required to be completed for the Sewer Main, Water Main, Public Roadway and Sidewalk:

EXHIBIT C CERTIFICATE OF FINAL COMPLETION

ЛLG	Enterprises	of Herm	antown,	LLP,	(hereinafter	the	"Developer")	entered	into a	a
Development	Agreement	(hereinafte	er referred	d to as	"Developm	nent .	Agreement") v	with the	City of	f
							a, (hereinafter			
respect to a development to be constructed by Developer in the City.										
	_		*	-	•					

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

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

- 1. The construction of the Infrastructure Improvements defined in the Development Agreement has been completed strictly in accordance with the Infrastructure Plans and Specifications and the terms of the Development Agreement. The date of final completion is hereby established as of
- 2. All capitalized terms when used herein shall have the meaning given them in the Development Agreement.
 - 3. That the following have been satisfied:

Date of Issuance: , 2026

- 3.1. Construction of the Infrastructure Improvements have been fully completed in accordance with the Infrastructure Plans and Specifications.
- 3.2. The Stormwater Improvements have been completed in accordance with the MS4 Certificate of Compliance.
- 3.3. The provisions of Section 3.11 of this Agreement with respect to the payment of fees have been satisfied.
 - 3.4. Developer is not in default under this Agreement.
- 3.5. All wetland work has been completed in accordance with any permits or approvals for such work.
- 3.6. Developer has provided the City with a map/plan on paper and electronically in auto cad format showing the location of water service lines and sewer service lines.
- 3.7. Developer has installed a locating wire or equally effective means of marking the location of each non-conductive water service lines or sewer service lines.
- 3.8. Developer has provided record drawings for the Infrastructure Improvements constructed by it pursuant to this Agreement on paper and electronically in auto-cad format

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

- 3.9. Developer has provided the GPS data points for the wetland boundaries on all lots within the Plat and for the permanent wetland markers required to be installed by Developer pursuant to Section 8.3 hereof.
- 3.10. Developer has provided City with a Declaration of Wetland Restrictions required by Section 20 of the Development Agreement acceptable to the City in recordable form.
- 3.11. Developer has complied with the provisions of Section 3.9 of the Development Agreement with regard to the Stormwater Improvements.

	JLG ENTERPRISES OF HERMANTOWN, LLP
	ByIts
	Developer's Engineer:
	By
and inspections as it deemed necessary hereby	pased on the foregoing Certificate and such other testing y certifies that the construction of the Infrastructure and evelopment Agreement have been completed strictly in
Dated:	
	Northland Consulting Engineers, LLP
	By

EXHIBIT 20

DECLARATION OF WETLAND RESTRICTIONS

JLG Enterprises of Hermantown, LLP, a limited liability partnership organized under the

laws of the State of Minnesota, ("Developer") he	ereby certifies and declares that Lot
Block Peyton Acres ("Property") is	subject to the restrictions contained within that
certain Development Agreement between Dev	
, 2025 and recorded the	day of, 20 as
Document No with the	of St. Louis County, Minnesota. Such
restrictions include, but are not limited to, the follo	wing:
	called on the Property may not be removed or
disturbed in any manner. The wetland areas on the	Property may not be disturbed in any manner.

- 2. The City may enter upon the Property to repair, maintain and correct any disturbances to the wetland areas on the Property.
- 3. If the owner of the Property fails to maintain the wetland areas or modifies or disturbs the wetland areas, then the City may assess the cost of repairing or restoring the wetland areas against the Property pursuant to the provisions of Chapter 429 of the Minnesota Statutes or it may declare such failure or such modification or disturbance to be a hazard to public safety or health and proceed to take actions which are permissible under Minnesota Statutes §463.15, et. seq., to enjoin or abate the hazard and collect the costs thereof as provided for in such statutes.
- 4. This Declaration shall run with the land and be binding on Developer and its successors and assigns.

[SIGNATURE APPEARS ON NEXT PAGE]

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

JLG ENTERPRISES OF HERMANTOWN, LLP

	ByIts
STATE OF MINNESOTA)
COUNTY OF)ss.)
2025, by	ment was acknowledged before me this day of of JLG Enterprises of Hermantown, LLP, a Minnesota limite of the limited liability partnership.
	Notary Public

EXHIBIT 21

[TO BE PLACED ON CITY'S LETTERHEAD]

«Date»
«Name» «AddressBlock» «AddressBlock»
Dear:
Thank you for becoming a utility customer of the City of Hermantown.
We want to let you know that the City of Hermantown prides itself on being environmentally friendly. In furtherance of this, the City has required wetland areas on and adjacent to your property to be marked. These markers have to stay in place and the wetlands marked by the markers need to remain undisturbed.
Further detail regarding the wetlands are set for the in the Declaration of Wetland Restrictions that is enclosed and that has also been recorded with your property title.
Also, please feel free to call City Hall at any time if you have any questions.
Sincerely,
Enclosure



CITY COUNCIL MEETING DATE: April 21, 2025 TO: Mayor & City Council FROM: Trish Crego, Utility and Infrastructure Director **SUBJECT:** Permanent Trail Easement from James and Susan Samberg \boxtimes **RESOLUTION:** 2025-69 ☐ ORDINANCE: \square OTHER: REQUESTED ACTION Approve a Permanent Trail Easement Agreement from James and Susan Samberg. **BACKGROUND** As you know, the City will be building two sections of trail in the Summer of 2026. The is an existing 20' trail easement on the back side of the Johnson Road parcels, however this easement needs to be increased to 40' wide. Therefore, we approached the Samberg who are Johnson Road residents. The City made an offer based upon an uncomplicated appraisal by SRF for the easement and the Samberg have accepted. **SOURCE OF FUNDS (if applicable)** 412-419100-510

ATTACHMENTS

Resolution

Easement Agreement James and Susan Samberg

Resolution No. 2025-69

Resolution Authorizing and Directing Mayor And City Clerk To Execute An Acceptance of Easement Agreement To The City Of Hermantown From James and Susan Samberg For The Hermantown Trail Project

WHEREAS, the City of Hermantown ("City") desires to construct a trail on a portion of existing trail easement in the City of Hermantown ("Project"); and

WHEREAS, the City needs to obtain an additional easement ("Easement") James and Susan Samberg to construct the Project and James and Susan Samberg have executed and delivered the required Easement to the City; and

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

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

the Ac	1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver ceptance of the Easements.
	Councilor introduced the foregoing resolution and moved its adoption.
upon a	The motion for the adoption of such resolution was seconded by Councilor and 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 April 21, 2025.

EXHIBIT A

PERMANENT EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this _____ day of ______, 2025, between James R. Samberg a/k/a James Samberg and Susan M. Samberg a/k/a Susan Samberg, married to each other, (collectively "Grantor") and 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 provide to Grantee a permanent easement ("Permanent Easement") for construction and maintenance of a multi-use trail, 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 and depicted as proposed the Permanent Easement Area on Exhibit C attached hereto.

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

- 1. The Recitals are included as a part hereof.
- 2. Grantor grants Grantee the Permanent Easement on, over and across the Permanent Easement Area, together with the right to locate the Permanent Easement Area by surveying and the placement of appropriate markers, if necessary, the right to enter upon and occupy as much of the Permanent Easement Area as may be necessary to construct a multi-use trail thereon, including any required slope and fill, and the right to remove any and all trees and shrubs and herbage thereon and the right to clear and keep the Permanent Easement Area cleared so as to allow Grantee to have access to the public improvements.
- 3. The Permanent Easement shall be perpetual and shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

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

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

GRANTOR:

James R. Samberg a/k/a James Samberg

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this _____ day of ______, 2025 by James R. Samberg a/k/a James Samberg, spouse of Susan M. Samberg a/k/a Susan Samberg.

(Stamp)

PATRICIA JEAN STINNETT CREGO
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029

(signature of potarial office)

Title (and Rank):

My commission expires:

Notary Public

(month/day/year

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor Susan M. Samberg a/k/a Susan Samberg caused this instrument to be executed on the day and year first above written.

GRANTOR:

Susan M. Samberg a/k/a Susan Samberg

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this _____ day of ______, 2025 by Susan M. Samberg a/k/a Susan Samberg, spouse of James R. Samberg a/k/a James Samberg.

(Stamp)

PATRICIA JEAN STINNETT CREGO
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029

Title (and Rank): ______ Notary Public

(signature of notarial officer)

My commission expires: 20 31, 20

[ACCEPTANCE APPEARS ON NEXT PAGE]

ACCEPTANCE

The City of Hermantown hereby accepts the foregoing e	easement.
Dated:	
GRANTEE:	
City of Hermantown	
By Wayne Boucher, Its Mayor	And byAlissa McClure, Its City Clerk
State of Minnesota, County of St. Louis	
The foregoing instrument was acknowledged before Boucher and Alissa McClure, the Mayor and City Cler the City of Hermantown, a Minnesota statutory city.	me this day of, 2025, by Waynerk, respectively, of the City of Hermantown and on behalf o
(Stamp)	
	(signature of notarial officer)
	Title (and Rank): Notary Public
	My commission expires:
[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

Lot 6 Block 2 VALLEYVIEW DIVISION

EXCEPT minerals.

Said premises are SUBJECT to such easements and servitudes as are incident to the reservation of the mineral estate by the State of Minnesota effected by deed recorded in the office of the County Recorder as Document No 584400

Parcel II

Lot 7 Block 2 VALLEYVIEW DIVISION

EXCEPT minerals.

SUBJECT to such easements and servitudes as are incident to the reservation of the mineral estate by the State of Minnesota effected by deed recorded in the office of the County Recorder as Document No. 584400

Certificate of Title Nos. 273849.0 and 330047.0

Parcel Identification Number: 395-0195-00100

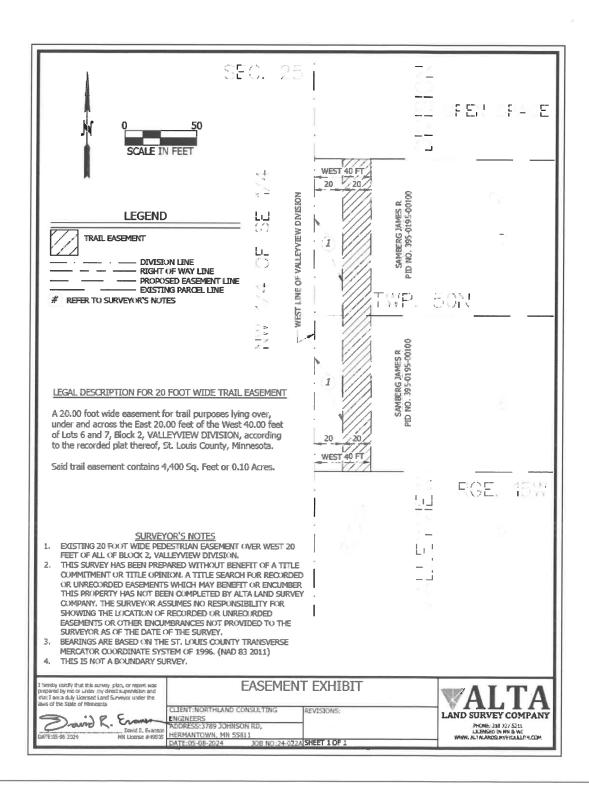
Property Address: 3789 Johnson Road, Hermantown, MN 55811

EXHIBIT BDescription of Permanent Easement

A 20.00 foot wide easement for trail purposes lying over, under and across the East 20.00 feet of the West 40.00 feet of Lots 6 and 7, Block 2, VALLEYVIEW DIVISION, according to the recorded plat thereof, St. Louis County, Minnesota.

Said trail easement contains 4,400 Sq. Feet or 0.10 Acres.

EXHIBIT C Depiction of Easement







CITY COUNCIL MEETING DATE: April 21, 2025

TO: Mayor & City Council

FROM: Chad Ronchetti, Economic Development Director

SUBJECT: Greater Minnesota Housing Infrastructure Grant Application

⊠ RESOLUTION:	2025-70	☐ ORDINANCE:	□ OTHER:

REQUESTED ACTION

Approve the resolution authorizing application for a housing infrastructure grant from Minnesota Housing Finance Agency for up to \$325,000

BACKGROUND

In January of 2024, the City of Hermantown purchased parcel 395-0010-07589 located near the intersection of Johnson Road and Morris Thomas Road. In coordination with the Hermantown Economic Development Authority, City Council has supported staff exploration of a public led housing development on the property in order to address the housing shortage within the city as well as provide housing options attainable to households earning a range of incomes.

Staff has continued to evaluate how providing for the construction of the city owned infrastructure; such as roads, sewer, and water; could help drive down the cost of development to achieve housing development costs that provide for those attainable housing units. Receiving an award from the Greater Minnesota Housing Infrastructure Grant Program from the Minnesota Housing Finance Agency would provide much needed low-cost capital to help with the construction of said infrastructure.

A resolution authorizing the application is required by the granting authority as a part of the application materials.

The City will be using the \$530,000 expended to acquire the property as the required match for the grant. Council is committing to continued exploration of public financing options to fund the remaining infrastructure costs associated with the project.

Housing and its creation are critical to creating jobs, enhancing tax base, and promoting the general welfare of the people of the city. Further, the creation of housing, in particular workforce housing, is essential to our city's economic growth. Direct testimony from local employers is that the largest limiting factor to local business' ability to expand is workforce housing. Business' inability to attract workers due to limited housing stock achievable for a workforce with current wages hinders the economic growth climate. Wages that are in line with local cost of living combined with a regional price premium for construction creates a gap between the costs to create new housing, the required rent/sale-price to earn a reasonable rate of return, and what local salaries can afford a competitive disadvantage for our city and region. Having an HTF strategically signals housing as a priority to developers and provides funding to close the financing gap for housing projects to help make our city competitive.



SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution

Resolution No. 2025-70

Councilor

Resolution Authorizing Application For And, If Successful, Acceptance Of A Greater Minnesota Housing Infrastructure Grant From Minnesota Housing Finance Agency In An Amount Of Up To \$325,000

WHEREAS, the City of Hermantown ("City") desires to submit an application (the "Application") to the State of Minnesota Greater Minnesota Housing Infrastructure Grant Program ("Program") in order to obtain funding from the Minnesota Housing Finance Agency ("MHFA"); and

WHEREAS, on January 5, 2024, the City acquired property, Saint Louis County parcel 395-0010-07589 (the "Property"), for \$531,706.00 (the "Matching Resources") and desires to facilitate a mixed-income housing development on the Property that will offer homes attainable to households earning a range of incomes; and

WHEREAS, the Matching Resources were provided from the City general fund; and

WHEREAS, the City Council of the City of Hermantown has duly considered the matter and believes it to be in the best interests of the City to approve the Application and authorize the Application to be made;

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

- 1. The City is authorized to apply for a grant from MHFA in an amount up to \$325,000.00 (the "Grant").
- 2. The City certifies that it will use the Grant for qualified expenditures to assist with infrastructure development to address housing needs in the City.
- 3. If awarded, the City will explore and pursue public financing for the remaining infrastructure costs.
- 4. The Mayor and City Clerk are hereby authorized and directed to execute the Application and such other agreements, and amendments thereto, as are necessary to make and process the Application on behalf of the City.
- 5. The MHFA is authorized to rely on the continuing force and effect of this Resolution until receipt by the Commissioner of MHFA at its principal office of notice in writing from City of any amendment or alteration of the Resolution.

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

introduced the foregoing resolution and moved its adoption.

	Councilors
and the	e following voted in opposition thereto:
	Councilors
	WHERELIPON such resolution was declared duly passed and adopted on April 21, 2025



CITY COU	NCIL MEETING	DATE:	April 21, 2025			
TO:	Mayor & City C	ouncil				
FROM:	Chad Ronchetti,	Economic	e Development D	irector		
SUBJECT:	Resolution Author Agreement	orizing M	ayor and City Clo	erk to Approv	ve a Residentia	al Purchase
⊠ RESOLU	ΓΙΟΝ: 2025-71	□ 0	PRDINANCE:		□ OTHER:	
REQUESTEI	D ACTION					
•	and City Clerk to n for a property loo			dential Purch	ase Agreemen	t with Hien Nguyen
BACKGROU	JND					
meeting pursu		Statutes	§ 13D.05, Subd.	3(c). Follow	ing the closed	scussed at a closed d meeting, the City
SOURCE OF	FUNDS (if appli	cable)				
101-490000-5	10					
ATTACHME	ENTS					

Resolution No. 2025-71

Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Purchase Agreement With Hien Nguyen And Joel Perrin

WHEREAS, Hein Nguyen and Joel Perrin (the "SELLERS") the owner of 3719 Johnson Road and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, in order to promote redevelopment in the area, the City of Hermantown (the "City") has proposed to purchase the Property from the Seller for a purchase price not-to-exceed \$315,000; and

WHEREAS, the City Council has duly considered this matter and finds, determines and declares that the purchase of the Property in the amount not-to-exceed \$315,000.00 pursuant to the terms of the Purchase Agreement attached hereto as Exhibit B, is in the best interests of the City.

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

- 1. The Purchase Agreement substantially in the form of the one attached hereto as <u>Exhibit B</u>, subject to approval on any non-substantive changes as are approved by the City Administrator and the City's legal team, is hereby approved and for a purchase price not \$315,000.00.
- 2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and execute and deliver whatever documents are necessary to consummate the transactions contemplated by the Purchase Agreement.

	Councilor	introduced the foregoing resolution and moved its adoption.	
ıpon a		adoption of such resolution was seconded by Councilorreon, the following voted in favor thereof:	and
	Councilors	-	
	and the following vo	oted in opposition thereto:	
	Councilors	-	

WHEREUPON, such resolution was declared duly passed and adopted on April 21, 2025.

EXHIBIT A Legal Description

A tract of land in the Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼), Section Twenty-five (25), Township Fifty (50) North of Range Fifteen (15) West of the Fourth Principal Meridian, described as follows: Commencing:

N 397 FT TO POINT OF BEG THENCE WEST AT 329 36/100 FT THENCE N AT AN ANGLE OF 90 DEG 25 MIN 15 SEC 147 2/100 FT THENCE EAST AT AN ANGLE OF 89 DEG 34 MIN 45 SEC 329 29/100 FT THENCE S TO POINT OF BEGINNING

Abstract Property

Parcel Id No. 395-0010-07596

EXHIBIT B Purchase Agreement

The Title Team ALTA Universal ID: 1176126 5005 Matterhorn Dr, Ste 2 Duluth, MN 55811

File No./Escrow No.: NST250358

Print Date & Time: April 11, 2025 3:04 pm Officer/Escrow Officer: Karla D. Howard

Settlement Location: 5005 Matterhorn Dr, Ste 2

Duluth, MN 55811

Property Address: 3719 Johnson Road

Hermantown, MN 55811

Buyer: City of Hermantown

Seller: Hien Nguyen and Joel Perrin

3719 Johnson Road Hermantown, MN 55811

Settlement Date : May 30, 2025 Disbursement Date : May 30, 2025

Description	Buyer			
·	Debit	Credit		
Financial				
Sale Price of Property	290,000.00			
Prorations/Adjustments				
County Taxes 05/30/25-07/01/25	300.47			
Title Charges and Escrow/Settlement Charges				
Closing Fee to The Title Team	250.00			
Disbursement Fee to The Title Team	30.00			
Exam Fee to The Title Team	250.00			
Search Fee to The Title Team	445.00			
e-Recording Fee to Simplifile e-Recording Account	4.25			
Owner's Title Insurance to The Title Team Coverage: \$290,000.00 Premium: \$922.50 Version: ALTA Owners Policy 2021	922.50			
Commissions				
Commission - Listing Broker	11,600.00			
139				

Description	Buye	Buyer			
	Debit				
Government Recording and Transfer Charges					
Recording Fees to St. Louis County Recorder	46.00				
Miscellaneous					
Remaining Assessments to St. Louis County Recorder Road Improvement	7,112.63				
	Debit	Credit			
Subtotals	310,960.85				
Due from Buyer		310,960.85			
Totals	310,960.85	310,960.85			



MN:PA-1 (8/24)

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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10th

2025

April

	1. Date <u>April 10th 2025</u>
BUYER (S): City of Hermantown	2. Page 1
BUTER (5): GETTY OF MERMATICOWN	
Buyer's earnest money in the amount of	
, and a mount of	Dollars (\$ 0.00
shall be delivered to listing broker, or, if checked, to	no later than two (2) Rusiness
Days after Final Acceptance Date. Buyer and Seller agre Earnest Money Holder as specified above within three Acceptance Date, whichever is later.	e that earnest money shall be deposited in the trust account on the trust account on the trust account on the trust account on the earnest money or Final (3).
Said earnest money is part payment for the purchase of	of the property located at
Street Address: 3719 Johnson Rd	
City of Hermantown	, County of St. Louis County
	legally described as BEG AT SE CORNER OF SW 1/4 OF SE 1/4 THENCE N 397
	AN ANGLE OF 90 DEG 25 MIN 15 SEC 147 2/100 FT THENCE EAST AT
coverings and treatments; towel rods; attached lighting water softeners; water treatment systems; water heating stremediation systems (e.g., radon, vapor intrusion); sur wall mounts; wall and ceiling speaker mounts; carpeting; detectors; doorbells; thermostats; all integrated phone are such as intranet and Internet connected hardware or de electronics, and computers) and applicable software, per screens, doors, and heatilators; ANY OF THE FOLLOWING refrigerators, trash compactors, ovens, cook-top stove work benches, intercoms, speakers, air conditioning en liquid fuel tanks and all controls, pool and spa equipment TV satellite dishes; the above-mentioned inclusions AN additional monetary value, and free and clear of all lien	
Notwithstanding the foregoing, leased fixtures are not in Notwithstanding the foregoing, the following item(s) are	
그리고 아니라 보면 있다면 얼마나 있다면 아이를 하시면서 가장 그렇게 되었다면 하셨다면 하다 하다 하다.	er wants the furnace they are allowed to remove.
	SE PRICE:
Seller has agreed to sell the Property to Buyer for the s	
I'wo Hundred Ninety Thousand	Dollars
which Buyer agrees to pay in the following manner:	Dollars
나는 마음 나는 어디에 가는 이 그래는 것이 그렇게 하는 데, 이번 어린 사람들이 어디지 않는데 없었다. 네트	or more in Buyer's sole discretion, including earnest money;
	AGE FINANCING. (See following Mortgage Financing section.
3 percent (%) of the sale price by ASSUI Purchase Agreement: Assumption Financing.)	그가 있다면 가입니다 내가 하게 하는 것이 되는 것이 가게 하는데 하다 가지 않는데 되었다.
 percent (%) of the sale price by CON Agreement: Contract for Deed Financing.) 	TRACT FOR DEED. (See attached Addendum to Purchase
Agreement: Contract for Deed Financing.)	

Minnesota Realtors TRANSACTIONS

PURCHASE AGREEMENT

	49.	Page 2 Date April	10th 2025			
50.	Property located at 3719 Johnson Rd	Hermantown	MN 55811			
51.	MORTGAGE FINAL	NCING:				
52.		tgage financing provisions be	elow. If IS, complete the			
53. 54.	, and the second	to the SELLER'S CONTRIE	BUTIONS TO BUYER'S			
55.	Such mortgage financing shall be: (Check one.)					
56.	. FIRST MORTGAGE only TRST MORTGAGE AND SUI	BORDINATE FINANCING.				
57. 58. 59. 60. 61.	CONVENTIONAL OR PRIVATELY INSURED CONVENTION DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARA FEDERAL HOUSING ADMINISTRATION ("FHA") INSURE	NAL ANTEED ED	NT			
62.	OTHER		1			
63.	. mortgage in the amount stated in this Purchase Agreem	nent, amortized over a per	riod of not more than			
64. 65. 66. 67.	application IS TO BE MADE WITHIN FIVE (5) BUSINESS DA use best efforts to secure a commitment for such financing an	YS after the Final Acceptance	e Date. Buyer agrees to			
68. 69.			ne following and applies			
70. 71. 72. 73.	close on the closing date specified, this Purchase Agreen sign a Cancellation of Purchase Agreement confirming said car	nent is canceled. Buyer and ncellation and directing all earn	Seller shall immediately			
	(Check one.)					
74. 75. 76.	See the following DVA and FHA Escape Clauses.	financing, FORFEITED TO SE	LLER may be prohibited.			
77.	. Buyer shall provide Seller, or licensee representing or	r assisting Seller, with the	Written Statement, on			
78.	or before					
79. 80. 81. 82. 83.	For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in the Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating conditions required by lender(s) to close the loan.					
84. 85. 86. 87. 88.	 satisfying all conditions required by mortgage originator(s) are deemed accepted by Buyer: (a) work orders agreed to be completed by Seller; (b) any other financing terms agreed to be completed by 	or lender(s), except those con Seller here; and	nditions specified below,			

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PURCHASE AGREEMENT

			90.	Page 3	Date_	APLII		ULII	2025
91.	Property located at 3719	Johnson Rd		H	lermanto	wn	MN	558	11
92. 93. 94. 95. 96. 97.	Upon delivery of the Writt ANY REASON relating to may, at Seller's option, decanceled. If Seller declar Cancellation of Purchase be FORFEITED TO SELLE	financing, including, but leclare this Purchase Agreeres this Purchase Agreement confirming	not limited greement de eement ca said canc	d to interest canceled, anceled, E ellation ar	st rate and in which Buyer and nd directi	d discount case this d Seller s ng all eari	points, if a Purchase hall immed nest money	ny, th Agrediatel	en Seller ement is y sign a d here to
98. 99. 100. 101. 102. 103.	(b) Seller's failure to com(c) any contingency for	guage in the preceding is Purchase Agreement of a plete work orders to the aplete any other financing the sale and closing of Entingency for sale and contingency for sale and continued and continued are sale.	does not de e extent re ag terms ag Buyer's pro	close was equired by greed to b operty pu	due to: this Purd e comple rsuant to	chase Agreeted by Se	eement; eller here; c	or	
104. 105. 106. 107. 108.	If the Written Statement is Purchase Agreement cand in which case this Purchase Buyer and Seller shall im- directing all earnest mon-	celed by written notice to se Agreement is canceled mediately sign a Cancell ey paid here to be RE	Buyer at a d. In the ever lation of P	any time pi ent Seller o urchase A BY SELLI	rior to Sel declares t greemen	ler receivir this Purcha t confirmi	ng the Writt ase Agreem ng said car	en Sta ent c ncella	atement, anceled,
109. 110. 111. 112.	If the Written Statement Purchase Agreement is one shall immediately sign a Commoney paid here to be	is not provided, and Sel anceled as of the closin ancellation of Purchase RETAINED BY SELLE	ler has no g date sp Agreemen	t previous ecified in t confirmin UNDED 1	sly cance this Purcl ng said ca TO BUYE	led this P hase Agre ancellation	urchase Agement. Bu	yer aı	nd Seller
113. 114.	LOCKING OF MORTGAGE (Check one.)	INTEREST RATE ("RA	ATE") : The	e Rate sh	all be lo	cked with	the lender	r(s) b	y Buyer:
115.	WITHIN FIVE (5) BUSINE								
116.	AT ANY TIME PRIOR TO	CLOSING OR AS REQ	UIRED BY	LENDER	R(S).				
	(a) making the necessary rep(b) negotiating the cost of m	der commitment. If the I hall exceed this amount, pairs; or aking said repairs with E greement canceled, in wh cancellation of Purchase A funded to Buyer, unless E	lender con , Seller sha Buyer; or hich case t Agreemen Buyer prov	nmitment all have th his Purchat confirmin	is subject ne following ase Agree ng said ca ayment o	ng options ement is ca ancellation of the cost	s: anceled. Bu and direct of said repa	for wayer a ing al	nd Seller I earnest
126.	SELLER BUYER agree	es to pay any reinspecti	ion fee rec	quired by I	Buyer's le	ender(s).			
127. 128. 129. 130. 131.	of this contract, the purchaser any penalty by forfeiture of ea	shall not be obligated to irnest money deposits or ng and Urban Developme	complete r otherwise ent ("HUD"	the purcha e, unless t ')/FHA or I	ase of the he purch: DVA requi	Property of aser has be irements a	described h been given i written sta	ere o n acc teme	r to incur cordance ent by the
132.	appraised value of the Prope	rty as not less than \$	ale price)						
133. 134. 135.		ed valuation. The apprais	sed valuat	ion is arriv	ed at to	determine	the maxim	um n	nortgage

Minnesota
Realtors
TRANSACTIONS
TransactionDesk Edition

136. herself that the price and condition of the Property are acceptable."

	137.	Page 4	DateApril	10th 2025	
138.	Property located at 3719 Johnson Rd	н	ermantown	MN 55811	
139.	LENDER PROCESSING FEES (FHA, DVA Financing Only): Seller	agrees to pay B	uyer's closing fees and	
140. 141.	miscellaneous processing fees which cannot be charged to Buy This amount is in addition to Seller's Contributions to Buyer's C	er, not to osts, if ap	exceed \$ pplicable.		
142. 143.	DVA FUNDING FEE (DVA Financing only): Pursuant to federa amount, not otherwise waived, must be paid at closing of this to	l regulatio	ons, a one-time Fu n as follows:	nding Fee based on loan	
144.		CLOSIN	G ADDED TO	MORTGAGE AMOUNT	
145.	paid by Seller	*********	(Check one.)-		
146.	NOTE: DVA regulations limit the fees and charges Buyer ca	n pay to	obtain a DVA loa	n.	
	DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE notwithstanding any other provisions of this contract, the purchase money or otherwise be obligated to complete the purchase of the price or cost exceeds the reasonable value of this Property estapurchaser shall, however, have the privilege and option of process regard to the amount of reasonable value established by the Definition of the province of the privilege and option of process regard to the amount of reasonable value established by the Definition of the privilege and option of process regard to the amount of reasonable value established by the Definition of the privilege and option of process regard to the amount of reasonable value established by the Definition of the privilege and option of process regard to the amount of reasonable value established by the Definition of the privilege and option of process regard to the amount of reasonable value established by the Definition of the privilege and option of process regard to the amount of the privilege and option of process regard to the amount of the privilege and option of process regard to the amount of the privilege and option of process regard to the amount of the privilege and option of process regard to the amount of the privilege and option of the privilege and option of process regard to the privilege and option of privilege and option of privilege and option of pri	ser shall r he Proper ablished b eding with	not incur any pena ty described here by the Department the consummation	Ity by forfeiture of earnest , if the contract purchase t of Veterans' Affairs. The on of this contract without	
153. 154.	NOTE: Verify DVA requirements relating to payment of a annual installments of special assessments certification.			evied and pending, and	
155.	OTHER MORTGAGE FINANCING ITEMS:				
156.					
157.	SELLER'S CONTRIBUTIONS TO	BUYE	R'S COSTS:		
158.	Seller Seller IS IS NOT contributing to Buyer's costs. If answer is	IS, Seller	agrees to pay at cl	osing, up to: (Check one.)	
159. 160. 161. 162. 163. 164. 165.	\$ percent (%) of the sale price	by lender e costs, c	r, if any, and/or more or which cannot b	tgage discount points. Any be used because Seller's	
166. 167.	NOTE: The amount paid by Seller cannot exceed the maxim lender. All funds paid by Seller on behalf of Buyer mu				
168.	INSPECTIONS	<u>}</u> :			
169.	Buyer has been made aware of the availability of Property inspe	ections. E	Buyer 🗌 ELECTS	X DECLINES to have a	
	Property inspection performed at Buyer's expense.		(Chec	:k one.)	
171.	This Purchase Agreement IS IS NOT contingent upon an	y inspect	ion(s) of the Prope	erty obtained by Buyer to	
	determine its condition, including any non-intrusive testing or any Agreement.				
175. 176.	Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. Buyer shall satisfy Buyer as to the qualifications of the inspector(s) or tester(s). For purposes of this Purchase Agreement, "intrusive testing"				
178.	Seller DOES DOES NOT agree to allow Buyer to perform	n intrusive	testing or inspec	tion(s).	
	If answer is DOES , Buyer agrees that the Property shall be retuintrusive testing at Buyer's sole expense.	irned to th	ne same conditior		
MN:P	A-4 (8/24)			Minnesota Realtors	

TRANSACTIONS
TransactionDesk Edition

		181. Page 5	DateAPT11	10th 2025
182.	Property located at 3719 Johnson Rd	Н	ermantown	MN 55811 .
183.	Seller will provide access to attic(s) and crawlspace	e(s).		
184. 185.		nce Date, all inspection	(s), test(s), and re	sulting negotiations, if any,
186. 187. 188. 189. 190. 191. 192.	inspection(s) or test result(s) by providing written no election to cancel no later than the end of the Inspe Purchase Agreement is canceled. Buyer and Sell- confirming said cancellation and directing all earn cancel this Purchase Agreement before the end of	tice to Seller, or license ection Period. If Buyer er shall immediately s nest money paid here f the Inspection Period	e representing or cancels this Pure ign a Cancellation to be refunded to the then this Inspec	r assisting Seller, of Buyer's chase Agreement, then the on of Purchase Agreement o Buyer. If Buyer does not
193.	OTHER INSPECTION ITEMS:			
194.				
195.				
196.				
197. 198.		YER'S PROPER	<u>TY</u> :	
199. 200. 201.	This Purchase Agreement is subject to a Contingency for the sale of Buyer's proper		4일 [마시기대 - "리스"투기 - "기내기 내용 ^ [기시기	아내리, 경험하게 되어요. 그림으로 가장이 있습니다. 아들은 사람이 되는 모른 아이를 하고 하는데,
202.	2. This Purchase Agreement is contingent	upon the successful of	losing on the B	uyer's property located at
203.		1.6.5.5.5.5.5.5.5.	, whic	ch is scheduled to close on
204. 205. 206. 207. 208. 209.		e specified in this Purc iately sign a Cancellati y paid here to be refund	chase Agreement ion of Purchase A ded to Buyer. The	Agreement confirming said language in this paragraph
211. 212.	3. Buyer represents that Buyer has the finance	cial ability to perform o	n this Purchase /	Agreement without the sale
213.	REAL ESTATE TAXES	S/SPECIAL ASSE	SSMENTS:	
214. 215.	# - 	te of closing all real est	ate taxes due ar	nd payable in all prior years
216.	Buyer shall pay X PRORATED FROM DAY OF CI		ONE	/12ths OF real estate taxes
217.	due and payable in the year of closing.	(Gneck one.)		
218.	Seller shall pay PRORATED TO DAY OF CLOSIN	IG ALL NONE	/12ths ()F real estate taxes due and
219.	그 사람들은 사람들이 되는 것은 사람들이 가장 하는 사람들이 되었다.	k one.j		
220.	If the Property tax status is a part- or non-homestead	I classification in the yea	r of closing, Selle	r SHALL X SHALL NOT
221.	pay the difference between the homestead and no	on-homestead.		(Official Official
222. 223.	Buyer shall pay real estate taxes due and payable is not otherwise here provided. No representations	in the year following o are made concerning	losing and there the amount of su	after, the payment of which bsequent real estate taxes.
MN:P	A-5 (8/24)			



		224. Page	e 6 Date April	10th 2025
225.	Property located at 3719 Johnson Rd		Hermantown	MN 55811
226.	DEFERRED TAXES/SPECIAL ASSESSMEN	ITS:		
227.	이 모든 그들이 마음에 되었다면 아무리에게 되어 되었다면 하는데 하는데 하는데 되었다면 하는데 이번 그렇게 되었다면 되었다면 되었다면 되었다.	L PAY on date of closin	ng any deferred real e	estate taxes (e.g., Green
228.	Acres) or special assessments, payment of w		ult of the closing of th	is sale.
229.		TE AS OF THE DATE	OF CLOSING X SE	LLER SHALL PAY ON
	DATE OF CLOSING all installments of special payable in the year of closing.			
232.	BUYER SHALL ASSUME SELLER S	HALL PAY on date of cl	losing all other specia	al assessments levied as
	of the Date of this Purchase Agreement. Note that cannot be paid in the year of closing.		g, Buyer shall assume	any levied assessments
235.	BUYER SHALL ASSUME SELLER S	HALL PROVIDE FOR PA	AYMENT OF special	assessments pending as
237.	of the Date of this Purchase Agreement for improvision for payment shall be by payment i or less, as required by Buyer's lender.)	provements that have bee	n ordered by any asse	
239. 240.	지 그 이 맛이 되었다. 그리고 아이들은 아이들이 가지 않는데 하는데 하는데 그리고 있다면 하는데 하다 하는데 하다 하는데	ents payable in the year fo	ollowing closing and t	hereafter, the payment of
241.	As of the Date of this Purchase Agreement,	Seller represents that S	Seller HAS X HAS	NOT received a notice
	against the Property. Any such notice receive shall be provided to Buyer immediately. If so or before the date of closing, then the partie for the payment of, or assume the special ast this Purchase Agreement canceled by writter party, in which case this Purchase Agreement Buyer and Seller shall immediately sign a Company of the property of the provided the provided the provided to Buyer and Seller shall immediately sign a Company of the provided to Buyer and Seller shall immediately sign a Company of the provided to Buyer and Seller shall immediately sign a Company of the provided to Buyer and Seller shall immediately sign a Company of the provided to Buyer and Seller shall immediately sign a Company of the provided to Buyer and Seller shall immediately sign a Company of the provided to Buyer and Seller shall immediately sign a Company of the provided the pr	d by Seller after the Date uch notice is issued after is may agree in writing, or sessments. In the absence notice to the other party is canceled. If either party cancellation of Purchase	of this Purchase Agree the Date of this Purc n or before the date of se of such agreement, of or licensee represent ty declares this Purcha	ement and before closing chase Agreement and on f closing, to pay, provide either party may declare ting or assisting the other ase Agreement canceled,
251.	ADDIT	IONAL PROVISIO	<u>NS</u> :	
252.	PREVIOUSLY EXECUTED PURCHASE A	GREEMENT: This Purch	nase Agreement I	S X IS NOT subject to
253.	cancellation of a previously executed purc	hase agreement dated _		
254. 255. 256. 257.	sign a Cancellation of Purchase Agreement of	e, this Purchase Agreemer	nt is canceled. Buyer ar	nd Seller shall immediately
258. 259.				
260. 261. 262. 263. 264.	(a) building and zoning laws, ordinance (b) restrictions relating to use or improv (c) reservation of any mineral rights by (d) utility and drainage easements which	DEED joined in by spouses, and state and federal rement of the Property withe State of Minnesota; the do not interfere with ex	se, if any, conveying m regulations; ithout effective forfeito xisting improvements;	narketable title, subject to ure provisions;
265.		specified, not subject to ter	nancies):	;and
266. 267.	All the second of the second o			, and
268.	(f) others (must be specified in writing):			
				- A 41

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	269. Page 7 Date April 10th 2025
270.	Property located at 3719 Johnson Rd Hermantown MN 55811
271. 272.	POSSESSION: Seller shall deliver possession of the Property: (Check one.) IMMEDIATELY AFTER CLOSING; or
273.	OTHER:
274. 275.	Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property by possession date.
277. 278.	LINKED DEVICES : Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP") to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase Agreement.
	PRORATIONS : All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
283. 284. 285. 286. 287. 288. 289. 290.	 TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date: (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this Purchase Agreement; and (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller.
291. 292. 293.	- 19 기본 전문 경기 전문
294. 295. 296. 297. 298. 299. 300. 301.	date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
303. 304.	as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
308.	MECHANIC'S LIENS: Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
310	NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation

312. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any 313. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g. 314. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or

311. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller

315. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants

316. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

317. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided

318. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of

319. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

320. ACCESS AGREEMENT: Seller agrees to allow reasonable access to the Property for performance of any surveys or Minnesota

321. inspections agreed to here.

322. Page 8 Date <u>April</u> 10th 2025

323. Property located at <u>3719</u> Johnson Rd Hermantown MN 55811

- 324. RISK OF LOSS: If there is any loss or damage to the Property between the Date of this Purchase Agreement and
- 325. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
- 326. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
- 327. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
- 328. this Purchase Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming
- 329. said cancellation and directing all earnest money paid here to be refunded to Buyer.
- 330. TIME OF ESSENCE: Time is of the essence in this Purchase Agreement.
- 331. CALCULATION OF DAYS: Any calculation of days begins on the first day (Calendar or Business Days as specified)
- 332. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
- 333. ending at 11:59 P.M. on the last day.
- 334. BUSINESS DAYS: "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
- 335. stated elsewhere by the parties in writing.
- 336. CALENDAR DAYS: "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
- 337. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
- 338. RELEASE OF EARNEST MONEY: Buyer and Seller agree that the Earnest Money Holder shall release earnest money
- 339. from the Earnest Money Holder's trust account:
- 340. (a) at or upon the successful closing of the Property;
- 341. (b) pursuant to written agreement between the parties, which may be reflected in a Cancellation of Purchase 342. Agreement executed by both Buyer and Seller;
- (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- (d) upon receipt of a court order.
- 345. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
- 346. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
- 347. Seller shall affirm the same by a written cancellation agreement.
- 348. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
- 349. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
- 350. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
- 351. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
- 352. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
- 353. Statute 559.217, Subd. 4.
- 354. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
- 355. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
- 356. performance, such action must be commenced within six (6) months after such right of action arises.
- 357. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender
- 358. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
- 359. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
- 360. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
- 361. https://coms.doc.state.mn.us/publicregistrantsearch.
- 362. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO
- 363. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF
- 364. THIS PURCHASE AGREEMENT.
- 365. BUYER HAS RECEIVED A: (Check any that apply.) DISCLOSURE STATEMENT: SELLER'S PROPERTY
- 366. DISCLOSURE STATEMENT OR A DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.
- 367. DESCRIPTION OF PROPERTY CONDITION: See Disclosure Statement: Seller's Property Disclosure Statement or
- 368. Disclosure Statement: Seller's Disclosure Alternatives for description of disclosure responsibilities and limitations, if
- 369. any.
- 370. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.
- 371. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY
- 372. AND ITS CONTENTS.

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PURCHASE AGREEMENT

		373. Page 9	Date April	10th 2025		
374.	Property located at 3719 Johnson Rd		ermantown	MN 55811		
375.	(Check appropriate boxes.)					
376.	SELLER WARRANTS THAT THE PROPERTY	IS EITHER DIRECTLY OR IN	IDIRECTLY CONNE	CTED TO:		
	CITY SEWER X YES NO / CITY WATER X YES NO					
378.	SUBSURFACE SEWAGE TREATMENT SYS	STEM				
379.	SELLER DOES DOES NOT KNOW	V OF A SUBSURFACE SE	WAGE TREATME	NT SYSTEM ON OR		
380. 381.	SERVING THE PROPERTY. (If answer is DOES , and the system does not require a state permit, see <i>Disclosure Statement: Subsurface Sewage Treatment System.</i>)					
382.	PRIVATE WELL					
383.	SELLER DOES X DOES NOT	KNOW OF A WELL OF	N OR SERVING	THE PROPERTY.		
384.	(If answer is DOES and well is located on the	Property, see Disclosure Sta	atement: Well.)			
385.	THIS PURCHASE AGREEMENT IS IS IS	NOT SUBJECT TO AN ADDE	ENDUM TO PURCH	HASE AGREEMENT:		
	SUBSURFACE SEWAGE TREATMENT SYST (If answer is IS, see attached Addendum.)	[18] [14] 이 16 (14] [14] [14] [14] [15] [15] [16] [17] [17] [17] [17] [17] [17] [17] [17	N CONTINGENCY.			
	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.					
392. 393. 394. 395.	warranty plans available for purchase. Difference exclusions, limitations, and service fees. Mos A Home Protection/Warranty Plan warranty plan was a Buyer Seller to be issued by Check one.)(Check one.)	rent home protection/warrantst plans exclude pre-existing will be obtained by BI	ity plans have diffe conditions. (Check UYER SELL Check one.)	rent coverage options, one.) LER and paid for by		
396.	at a cost not to exceed \$	 •				
397. 398.	No Home Protection/Warranty Plan is neg to purchase a Home Protection/Warranty		ase Agreement. Ho	wever, Buyer may elect		
399.		AGENCY NOTICE				
400.	Karen Pagel Guerndt (Licensee)	is Seller's Agent X Bu	yer's Agent Dua	al Agent Facilitator.		
401.	Real Estate Services of Duluth (Real Estate Company Name)					
402.	(Licensee)	is Seller's Agent Bu	yer's Agent Dua	al Agent Facilitator.		
403.	(Real Estate Company Name)					
404.	THIS NOTICE DOES <u>NOT</u> SATISFY MIN	NESOTA STATUTORY AGE	NCY DISCLOSURE	E REQUIREMENTS.		
405.	SELLER'S CONTRIBUTION TO BUYER'S	BROKER'S COMPENSATION	N: Seller agrees to	pay buyer's broker's		
406.	compensation at closing N/A perce	ent (%) of the selling price or	\$, which is in		
407.		's closing costs paid at closi	ng. This amount is	in addition to the listing		

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			409. Page 10 Date April	1	.0th 2025	
410.	Property located at 3719	Johnson Rd	Hermantown	MN	55811	

411.	DUAL AGENCY REPRESENTATION
412.	PLEASE CHECK <u>ONE</u> OF THE FOLLOWING SELECTIONS:
413.	Dual Agency representation DOES NOT apply in this transaction. Do not complete lines 414-430.
414.	Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 415-430.
415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425.	Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared; (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.
426. 427.	With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salesperson to act as dual agents in this transaction.
428.	Seller Buyer
429.	Seller Buyer
430.	Date Date

- 431. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the 432. cash outlay at closing or reduce the proceeds from the sale.
- 433. SETTLEMENT STATEMENT: Buyer and Seller authorize the title company, escrow agent, and/or their representatives
- 434. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
- 435. in the transaction at the time these documents are provided to Buyer and Seller.
- 436. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
- 437. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
- 438. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
- 439. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.
- 440. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
- 441. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
- 442. the closing and delivery of the deed.
- 443. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
- 444. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
- 445. identification numbers or Social Security numbers.
- 446. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
- 447. withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA
- 448. compliance, as the respective licensee's representing or assisting either party will be unable to assure either
- 449. party whether the transaction is exempt from FIRPTA withholding requirements.

MN:PA-10 (8/24)



MN:PA-11 (8/24)

PURCHASE AGREEMENT

April

10th 2025

450. Page 11 Date _ 451. Property located at 3719 Johnson Rd Hermantown MN 55811 452. FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE: To be binding, this Purchase Agreement 453. and all addenda must be fully executed by both parties and a copy must be delivered. 454. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to 455. this transaction constitute valid, binding signatures. 456. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall 457. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and 458. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this 459. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and 460. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase 461. Agreement. 462. SURVIVAL: All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract 463. for deed. 464. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one 465. (1) of this Purchase Agreement. 466. **OTHER:** This purchase agreement is subject to approval by the City of Hermantown City Council. Council will meet and consider on 4/21/2025. Once the council has approved the purchase agreement, this contingency shall be satisfied. 469. 470. 471. 472. 473. 474. 475. 476. ADDENDA: The following addenda are attached and made a part of this Purchase Agreement. NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement. 478. Addendum to Purchase Agreement 479. Addendum to Purchase Agreement: Additional Signatures Addendum to Purchase Agreement: Assumption Financing 480. 481. Addendum to Purchase Agreement: Buyer Move-In Agreement Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability 482. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC") 483. Addendum to Purchase Agreement: Contract for Deed Financing 484. 485. X Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards 486. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency Addendum to Purchase Agreement: Seller's Rent Back Agreement 487. Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency 488. Addendum to Purchase Agreement: Short Sale Contingency Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency



		192. Page 12 Date April	10th 2025
493.	Property located at 3719 Johnson Rd	Hermantown	MN 55811
494. 495. 496. 497.	I agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.	I agree to purchase the Prope the terms and conditions set to I have reviewed all pages of Agreement.	orth above.
498. 499. 500. 501.	If checked, this Purchase Agreement is subject to attached Addendum to Purchase Agreement: Counteroffer and the Final Acceptance Date shall be noted on the Addendum.		
502. 503.	FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS IS NOT a foreign person (i.e., a		
	non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See <i>lines 436-449</i> .)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.	Chad Ronchetti, rep of the City	of HermantoWh/10/2025
509.	(Seller's Signature) (Date)	(Buyer's Signature)	(Date)
510.	X Hien Nguyen (Seller's Printed Name)	X Chad Ronchetti, rep of the (Buyer's Printed Name)	ne City of Hermantown
511.	X (Seller's Signature) (Date)	X(Buyer's Signature)	(Date)
512.	(Seller's Printed Name)	X(Buyer's Printed Name)	
513.	FINAL ACCEPTANCE DATE: 4/10/25	Th	e Final Acceptance Date
514.	is the date on which the fully executed Purchase Agreemen		e i mai Acceptance Date
515. 516.	THIS IS A LEGALLY BINDING CONTRACT IF YOU DESIRE LEGAL OR TAX ADVICE, CON		
517.			
518. 510	WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SE		
	SELLER(S)	BUYER(\$) had Ronchetti, rep of	
521.	SELLER(S)	BUYER(S)	
MN:PA	A-12 (8/24)		



WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

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

Buyers/Tenants and Sellers/Owners are advised to:

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

If you suspect wire fraud in your transaction:

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

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

(Signature) Chad Ronchetti, rep of the City of Hermantown
(Signature) O4/10/25

(Oate) O4/10/25

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Minnesota Realtors

TRANSACTIONS
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Radon in Real Estate Transactions



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

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

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

Disclosure Requirements

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

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

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

Radon Facts

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

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

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

Radon Warning Statement

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

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





Radon Testing

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

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

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

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

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls

- away from heat sources and drafts caused by vents and fans
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

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

Continuous Radon Monitor (CRM)

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

Simultaneous Short-Term Testing

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

Radon Mitigation

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

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

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

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

More Radon Information

www.mn.gov/radon

MDH Indoor Air Unit

PO Box 64975 St Paul, MN 55164-0975 Contact Information

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

Last Updated 4/2023





ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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© 2020 Minnesota Association of REALTORS®

1. Date <u>April 10th</u>, 2025

2. Page 1								
3.	Addendum to Purchase Agreement between parties, dated		10th 2025					
4.	(Date of this Purchase Agreement), pertaining to		"전기에 가는 아이를 되지 않는 어때					
5.	3719 Johnson Rd	Hermantown	MN 55811 .					
6. 7. 8. 9. 10. 11. 12. 13.	Lead Warning Statement Every buyer of any interest in residential real property on which a that such property may present exposure to lead from lead-b developing lead poisoning. Lead poisoning in young children ma learning disabilities, reduced intelligence quotient, behavioral p poses a particular risk to pregnant women. The seller of any inte the buyer with any information on lead-based paint hazards possession and notify the buyer of any known lead-based paint lead-based paint hazards is recommended prior to purchase.	pased paint that may place youngly produce permanent neurological problems, and impaired memory. Perest in residential real property is from risk assessments or inspec	ng children at risk of al damage, including Lead poisoning also s required to provide ctions in the seller's					
15.	Seller's Disclosure (Check one.)							
16. 17.	Seller has no knowledge of, or records or reports relating to in the housing.	o, lead-based paint and/or lead-	based paint hazards					
18. 19. 20.	Seller has knowledge of lead-based paint and/or lead-based with all available details, records, and reports, if any, per hazards in the housing. (Please explain and list documents	taining to lead-based paint and/						
21.								
22.								
23.								
24.	Buyer's Acknowledgment							
25.	Buyer has received copies of all information listed above, if any	<i>j</i> .						
26.	Buyer has received the pamphlet, Protect Your Family from Lea	ad in Your Home,						
27.	Buyer has: (Check one.)							
28. 29.	Waived the opportunity to conduct a risk assessment or instead-based paint hazards; or	spection for the presence of lead	J-based paint and/or					
30. 31.	Received a 10-day opportunity (or mutually agreed-upon p the presence of lead-based paint and/or lead-based paint	그래마 아내는 아니는 그 아니는	ent or inspection for					
32. 33.	If checked, this contract is contingent upon a risk assessment based paint and/or lead-based paint hazards to be conduct	마음 이 회사가 그렇게 되었다면서 하지 않는데 되었다면 하지만 사람들이 되었다면 하는데 이렇게 되었다.						
34.	shall be completed within TEN (10) C	Calendar Days after Final Accepta	ance of the Purchase					
35.	Agreement.							



ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

36. Page 2

37.	Property located at 3719	Johnson Rd	Hermantown	MN 55811			
38. 39. 40.	unless Buyer or real e	state licensee representing	d the Purchase Agreement shall be g or assisting Buyer delivers to Selle Calendar Days after the assessmen	er or real estate licensee			
41.	completed a written lie	t of the specific deficiencie	s and the corrections required, togeth	t or inspection is timely			
42.	assessment or inspect	ion report. If Ruyer and Se	eller have not agreed in writing within	three (3) Colondar Dave			
43.	after delivery of the wri	tten list of required correct	ions that:	triree (3) Caleridar Days			
44.		he required corrections wil					
45.	(B) Buyer waives to		. 20				
46.		to the purchase price will b	pe made;				
47.			nd Seller shall immediately sign a C	ancellation of Purchase			
48.			ting all earnest money paid here to b				
49.	understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that						
50.			ting Buyer notifies Seller or real estate				
51.	assisting Seller of the v	vaiver or removal, in writing	g, within the time specified.				
55.	Cortification of Assurance						
56.	Certification of Accuracy The following parties have	reviewed the information	above and certify, to the best of the	oir knowledge that the			
57.	information provided by the			ieli knowledge, that the			
01.	information provided by the	s signatory is true and acct	Authentiside				
		16	Chad Ronchetti, rep of the City of	HOWAGENDO25			
58.		4-10-	25 Crisia Revieweed, rep of the tity of	NATHWINDOWN 23			
	(Seller)	(Date)	(Buyer)	(Date)			
	1500						
59. /	12/11	\$ -10-°	75				
59.	(Seller)	(Date)	(Buyer)	(Date)			
	10		110 0 1				
dra.			$(1)(1)$ $V M I + \cdots$	UlinIns			
60.	(Real Estate Licensee)	(Date)	(Real Estate Licensee)	71101 3 3			

TLX:SALE-2 (8/20)





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10th

2025

April

1. Date

					2. 3. 4.	REPOR	of TS, IF ANY, ARE A F THIS DISCLOSU	. pages: RECORDS / ITACHED AND MAD IRE.	AND E A
5.			y located at 3719	Johnson Rd					
6.	City	of !	Hermantown		, Cou	nty of St.	Louis County		
7.	Stat	e o	f Minnesota, Zip Cod	le <u>55811</u>	("P	roperty").			
8. 9. 10. 11. 12. 13.	pros follo	spe owii	through 513.60. To ctive Buyer (see <i>Di</i> ng two options. Dis	al property, with limited of comply with the state sclosure Statement: sclosures made here, it assisting any party in the wish to obtain.	t ute, Selle Seller's Pa f any, are	er must p roperty D not a wa	provide either a v Disclosure Statemorranty or quarante	vritten disclosure t ent) or satisfy one of e of any kind by Se	of the
14. 15. 16. 17. 18. 19. 20.	(Sell 1) [ect	"Qualified third party prospective Buyer re	-PARTY INSPECTION: Iformation relating to the y" means a federal, state easonably believes has to ction or investigation the	e real Pro te, or loca the experti	perty that al governn se necess	has been prepared nental agency, or a sary to meet the ind	d by a qualified third my person whom Se ustry standards of pr	party. eller or actice
21. 22. 23.			Seller shall disclose that is included in report.	e to prospective Buyer a written report, or i	material f	acts know acts know	wn by Seller that co wn by Seller that	ontradict any inform are not included i	nation in the
24.			The inspection repor	t was prepared by					
25.							, and dated	1	
26. 27. 28. 29.			Seller discloses to Bo in the above reference	uyer the following mate ced inspection report.	rial facts k	nown by S	Seller that contradio	et any information inc	luded
31. 32. 33. 34.			Seller discloses to E referenced inspectio	Buyer the following ma on report.	terial fact	s known l	by Seller that are i	not included in the a	above
36. 37.	2) [X		en disclosure required reby waive the written o					
38. 39. 40. 41. 42. 43.			NOTE: If both Seller MN Statutes 513.52 is aware that could intended use of the Seller is not obligated adversely and signif	and prospective Buyer through 513.60, Seller adversely and significate Property, other that to update Buyer on any icantly affect the Buyer other than those disclosure.	r agree, in r is not ob antly affect n those of changes r's use or	writing, to ligated to t the Buye disclosure made to m enjoymen	waive the written disclose ANY mater's use or enjoyme requirements createrial facts of which of the Property of	disclosure required terial facts of which ent of the Property of eated by any other is aware that or any intended use	under Seller or any r law. could
45. 46.				osure required under tion for Seller disclosi				does not waive, lin	nit, or

Minnesota
Realtors®
TRANSACTIONS
TransactionDesk Edition

47. Page 2

48.	Property	located at 3719	Johnson Rd	Hermantown	MN 55811
49.	OTHER F	REQUIRED DISCL	OSURES:		
50. 51. 52. 53.	NOTE:	requires sellers t	o provide other disclosures to re may be other required disclo	natives to the material fact disclos prospective buyers, such as those sures by federal, state, local, or oth	disclosures listed below
54. 55.	A. SUBS	SURFACE SEWAG osure is required by	GE TREATMENT SYSTEM D	DISCLOSURE: (A subsurface sevappropriate box.)	vage treatment system
56.			S NOT know of a subsurface se	ewage treatment system on or serv	ng the above-described
57. 58.	real F Subsi		is DOES, and the system do	pes not require a state permit, see	Disclosure Statement:
59. 60.	☐ T (5	here is a subsurfac See <i>Disclosur</i> e Stat	e sewage treatment system o ement: Subsurface Sewage Ti	on or serving the above-described reatment System.)	real Property.
61. 62.	☐ T (S	here is an abandor See <i>Disclosur</i> e Stat	ned subsurface sewage treatm ement: Subsurface Sewage Ti	nent system on the above-describe reatment System.)	ed real Property.
63. 64. 65. 66. 67. 68.	(Chec	ck appropriate box(eller does not knov here are one or mo his Property is in a	es).) v of any wells on the above-de re wells located on the above- Special Well Construction Are	described real Property. (See Disc	losure Statement: Well.)
69. 70. 71.		nents:			
72. 73. 74.	provid	des that a transfere	e ("Buyer") of a United States	CT ("FIRPTA"): Section 1445 of the real property interest must be not son and no exceptions from FIRPT.	fied in writing and must
75.	Seller	represents that Sell	er IS IS NOT a foreign per	rson (i.e., a non-resident alien individ	lual, foreign corporation,
76. 77.				or purposes of income taxation. Toperty described here.	his representation shall
78. 79. 80. 81. 82. 83.	NOTE	transaction (ur non-exempt tr If the above an	nless the transaction is covered ansactions, Buyer may be liable swer is " IS NOT ," Buyer may well to the withholding required.	subject to income tax withholding ed by an applicable exception to ble for the tax if Buyer fails to withl wish to obtain specific documentat rements as prescribed under Sect	FIRPTA withholding). In nold. ion from Seller ensuring
84. 85. 86. 87.	for wi	thholding the appli	cable tax, Buyer and Seller sl	to comply with FIRPTA, including hould seek appropriate legal and epresenting or assisting either properties the FIRPTA withholding	tax advice regarding party will be unable to

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



88. Page 3

89.	Pro	perty lo	ocated at 3719	Johnson Rd	Hermantown	MN	55811	
90.	D.			PRODUCTION DISCLOSURE				
91.	٥.					(m).)		
92.		(A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).) Seller is not aware of any methamphetamine production that has occurred on the Property.						
93. 94.		Seller is aware that methamphetamine production has occurred on the Property. (See Disclosure Statement: Methamphetamine Production.)						
95. 96.	E.	. RADON DISCLOSURE: (The following Seller disclosure satisfies MN Statute 144.496.)						
97. 98. 99. 100.		RADON WARNING STATEMENT: The Minnesota Department of Health strongly recommends that A homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommendating the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations of easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.						
101. 102. 103. 104. 105.		Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling.						
106. 107. 108.		RADON IN REAL ESTATE: By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota Department of Health's publication entitled <i>Radon in Real Estate Transactions</i> , which is attached hereto and can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.						
109. 110. 111. 112. 113.		A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material fact pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by the court. Any such action must be commenced within two years after the date on which the buyer closed the purchase or transfer of the real Property.						
114. 115.		SELLER'S REPRESENTATIONS: The following are representations made by Seller to the extent of Seller's a knowledge.						
116.		(a)	Radon test(s)	HAVE HAVE NOT occurr	ed on the Property.			
117. 118.		(b)	Describe any kno	own radon concentrations, mi	tigation, or remediation. NOTE: Seller n concentration within the dwelling:	rshall att	tach the most	
119.								
120.								
121.								
122.		(c)	There IS XI	S NOT a radon mitigation sys	stem currently installed on the Proper	rty.		
123. 124.			If "IS," Seller shall description and o		on regarding the radon mitigation syst	em, incl	uding system	
125.								
126.								
127.								
128. 129.	F.	Has	Chronic Wasting I	Disease been detected on the		The second	, Subd. 11(d).) NO	
130. MN:D	S:SD/	If Ye (8/24) A-3		Statement: Chronic Wasting L	Jisease.	(Chec	k one.)	



131. Page 4

132.	Pro	perty located at 3719	Johnson Rd	Hermantown	MN	55811	
133.	G.	CEMETERY ACT: The fo	ollowing questions are to be a	nswered to the best of Seller's kno	wledge.		
134. 135. 136. 137.		MN Statute 307.08 prol person who intentionally, remains or human burial	nibits any damage or illegal willfully and knowingly destro grounds is guilty of a felony.	molestation of human remains, boys, mutilates, injures, disturbs, or r	urials or c emoves hu	ıman skeletal	
137.			man remains, burials, or ceme	eteries located on the Property?	∐ Yes	No	
		If "Yes," please explain: _	and the de little to be all oils.		J. c 3. 75		
139. 140. 141.		contexts which indicate Statute 307.08, Subd. 7.	antiquity greater than 50 year	side of platted, recorded or identi ars shall be dealt with according to	fied ceme the prov	teries and in isions of MN	
142. 143. 144. 145.	н.	NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zo with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations filed with the county recorder in each county where the zoned area is located. If you would like to determine if su zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.					
146.	I.	NOTICE REGARDING	ARBON MONOXIDE DETEC	CTORS:			
147.				ctors to be located within ten (10			
148. 149.		rooms. Carbon Monoxide sale of the home.	Detectors may or may not be	e personal property and may or ma	y not be in	cluded in the	
 150. J. WATER INTRUSION AND MOLD GROWTH: Studies have shown that various forms of wa 151. homes. Water intrusion may occur from exterior moisture entering the home and/or inter 152. home. 							
153.		Examples of exterior mo	sture sources may be				
154.			ound windows and doors,				
155.		 improper grading, 					
156. 157.		flooding,roof leaks.					
			atilisa aariisaaa saarii ka				
158. 159.		 Examples of interior mois plumbing leaks, 	sture sources may be				
160.			ed by indoor humidity that is to	oo high or surfaces that are too co	ld).		
161.		 overflow from tubs, s 					
162.		 firewood stored indo 	ors,				
163.		humidifier use,					
164.			of kitchen and bath humidity,	(f11t1111			
165. 166.				rs (including electrical dryers),			
167.		line-drying laundry irhouseplants—wateri	ng them can generate large a	mounts of moisture.			
168.				sion may do to the Property, water i	ntrusion m	av also result	
169.		그 일당이 되어보지 되지만 되는 가지를 느껴지고 된 게 되다셨지 특히에 가다면 가고 있다.		growth may also cause structural d			
170.		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	rtant to detect and remediate				
171. 172.				ndoors and outdoors. Many molds a that may have a potential to cause s			



Property.

173.

174. 175.

176.

177.

178.

particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you

have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having

the Property inspected for moisture problems before entering into a purchase agreement or as a condition of your

purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the

179. Page 5

180.	Pro	operty located at 3719	Johnson Rd	Hermantown	MN 55811		
181. 182. 183. 184. 185.	K. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predato offender registry and persons registered with the predatory offender registry under MN Statute 243.10 may be obtained by contacting the local law enforcement offices in the community where the property located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Correction						
186.	L.	SELLER'S STATEMEN	T:				
187.		(To be signed at time of	listing.)				
188. 189. 190. 191. 192. 193. 194.		a copy of this Disclosure Property. A seller may prospective buyer. The prospective buyer is co	e Statement to any person or provide this Disclosure State Disclosure Statement proving nsidered to have been providuate licensee representing or a	ting or assisting any party(ies) in the entity in connection with any actual ement to a real estate licensee reposed to the real estate licensee reposed to the prospective buyer. If this assisting the prospective buyer, the	or anticipated sale of the presenting or assisting a presenting or assisting a presenting or assisting a present is		
195. 196. 197. 198. 199.		Inspection, Seller is obli that could adversely an	gated to disclose to Buyer in d significantly affect the Buye up to the time of closing. To	er has made a disclosure under t writing of any new or changed fact er's use or enjoyment of the Proper disclose new or changed facts, ple	s of which Seller is aware ty or any intended use of		
200. 201.			Buyer agree to waive the selle any new or changed informati	r disclosure requirement, Seller is N ion regarding facts.	IOT obligated to disclose		
202. 203. 204. 205.		or Waiver, Seller is oblig	gated to notify Buyer, in writi	: Whether Seller has elected a Qualifing, of any new or changed facts rew or changed facts, please use the	egarding Other Required		
206.	((Seller)	4-10-2° (Date)	Seller) (Seller)	0/25 (Date)		
207.	M.	BUYER'S ACKNOWLE	DGEMENT:				
208.		(To be signed at time of	purchase agreement.)				
209. 210. 211. 212. 213.	the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute.						
214.		The information disclosed is given to the best of the Seller's knowledge.					
215.		Chad Ronchetti, rep of the	City of Hermahtown/2025				
		(Buyer)	(Date)	(Buyer)	(Date)		
216. 217.				KE NO REPRESENTATIONS HER DITIONS EXISTING ON THE PRO			



Radon in Real Estate Transactions



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

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

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

Disclosure Requirements

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

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

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

Radon Facts

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

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

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

Radon Warning Statement

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

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





Radon Testing

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

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

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

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

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls

- away from heat sources and drafts caused by vents and fans
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

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

Continuous Radon Monitor (CRM)

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

Simultaneous Short-Term Testing

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

Radon Mitigation

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

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

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

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

More Radon Information

www.mn.gov/radon

Last Updated 4/2023

MDH Indoor Air Unit

PO Box 64975 St Paul, MN 55164-0975 Contact Information

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

