



## **Hermantown City Council Meeting – August 1st, 2022**

Because of attendance considerations at the regular meeting location due to the health pandemic, Hermantown's upcoming, City Council Meeting will be conducted both remotely and with in-person access to Council Chambers.

The City Council meeting will utilize the platform "Zoom," which allows the public to view and/or hear the meeting from their phone or computer. Interested parties can also choose to attend the City Council Meeting in person at City Hall. Current Minnesota Department of Health guidelines regarding the health pandemic will be observed during this meeting.

The 6:30 p.m. City Council Meeting will be available at:

<https://us02web.zoom.us/j/84196996052?pwd=Mm5Wb0k2VWFkWFJsVy9GL0lQ2cyZz09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 841-9699-6052 and the passcode of 075854.

Public comment may be possible, but difficult, during the meeting, but any public comments, questions, or concerns can be e-mailed to Community Engagement Manager, Joe Wicklund, at [jwicklund@hermantownmn.com](mailto:jwicklund@hermantownmn.com) up to 3:30 p.m. the day of the meeting with the e-mail title "City Council Meeting." It is important to note that all comments regarding this meeting are public data.

A few important tips regarding the Zoom platform:

- If your computer does not support audio, you can still watch the meeting on your computer and call in on your phone to hear the meeting
- It is a challenging situation for all, so grace and understanding are appreciated

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



## **AGENDA**

### **Pre-Agenda Meeting Tuesday, August 1, 2022 at 4:30 p.m. Council Chambers City Hall - Hermantown Governmental Services Building**

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

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### **City Council Meeting August 1, 2022 at 6:30 p.m. Council Chambers City Hall - Hermantown Governmental Services Building**

#### **Invitation to participate:**

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

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

#### **Order of discussion**

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

**CITY OF HERMANTOWN  
AGENDA**

**Pre-Agenda Meeting Monday, August 1, 2022 at 4:30 p.m.  
Council Chambers  
Hermantown Governmental Services Building**

**City Council Meeting August 1, 2022 at 6:30 p.m.  
Council Chambers  
Hermantown Governmental Services Building**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed.)*
5. **PUBLIC HEARING** – *(Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*
6. **COMMUNICATIONS**
  - A. **Correspondence** 22-76 through 22-79 placed on file
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
  - A. Jim Crace, Chief of Police  
RE: Swearing in New Officers
  - B. Eric Johnson, Community Development Director  
RE: **Community Recreation Initiative Fichtner Field Information** *(Pre-Agenda Only)*

**CLOSED SESSION at approximately 5:00**

Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes §§ 13D.05, subd. 3(c)(1) and 13D.05, subd. 3(c)(3) to evaluate the asking price of naming rights associated with a proposed hockey arena located in the City of Hermantown and develop offers and counteroffers and pursuant to Minnesota Statute § 13D.05, Subd. 3(b), per the attorney-client privilege for discussions regarding potential or threatened litigation and a leak in the pool at the Essentia Wellness Center. Following the closed session, the council will re-convene in open session.

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. **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 so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*

A. **Minutes** - Approval or correction of July 18, 2022 City Council Continuation Minutes

B. **Accounts Payable** – Approve general city warrants from July 16, 2022 through July 31, 2022 in the amount of \$965,578.69

10. **MOTIONS**

11. **ORDINANCES**

A. **2022-09** An Ordinance Declaring A Temporary Moratorium On Edible Cannabinoid Products Derived From Hemp Within The City Of Hermantown

First Reading

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

A. **2022-99** Resolution Approving Pay Request Number 4 For Reconditioning Of Highway 53 Water Tower (Water Improvement District No. 318) To Osseo Construction Co. LLC In The Amount Of \$25,792.50

(motion, roll call)

B. **2022-100** Resolution Approving An Amendment To The City Handbook Regarding Mental Health Crisis Data

(motion, roll call)

C. **2022-101** Resolution Approving An Update To The City Of Hermantown Minnesota Government Data Practices Act Police Department Procedures

(motion, roll call)

D. **2022-102** Resolution Approving An Update To The City Of Hermantown Minnesota Government Data Practices Act City Hall Procedures

(motion, roll call)

E. **2022-103** Resolution Approving A Consent Related To The Development Contract Between The Hermantown Economic Development Authority, The City Of Hermantown And KTJ 360, LLC For The Pillars Of Hermantown Senior Living Project

(motion, roll call)

F. **2022-104**

Resolution Approving A Consent To The Assignment And Assumption  
Agreements Between KTJ 360, LLC And Pillars Of Hermantown LLC And  
Authorizing And Directing The Mayor And Clerk To Execute And Deliver  
The Consent On Behalf Of The City

(motion, roll call)

**13. RECESS**

**Date:** July 27, 2022  
**To:** City Council  
**From:** John Mulder, City Administrator  
**RE:** Correspondence

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In your agenda packet is a correspondence summary log. This briefly summarizes and assigns a log number for written correspondence received at City Hall.

You are provided with the summary so that you may request a full copy of any correspondence article of interest to you.

I have included in the agenda packet only the correspondence that we believe to be of special interest.

## 2022 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
7/20/2022	22-76	Jeremy Katchuba, Essentia Wellness Center	City of Council	Current Membership Report	7/18/2022
7/20/2022	22-77	Eric Johnson, Comm. Dev. Dir.	Planning Commission	CIDP, Primus Companies, 48XX W Arrowhead Rd.	7/19/2022
7/21/2022	22-78	Jennie Wabrowetz	Joe Wicklund, Communications & Community Engagement	Facebook Message regarding Fire Dept	7/18/2022
7/27/2022	22-79	David Knight, MN Pollution Control Agency	John Mulder, City Administrator	Approval of Phase II Investigation Work Plan	7/26/2022



# Fichtner Park

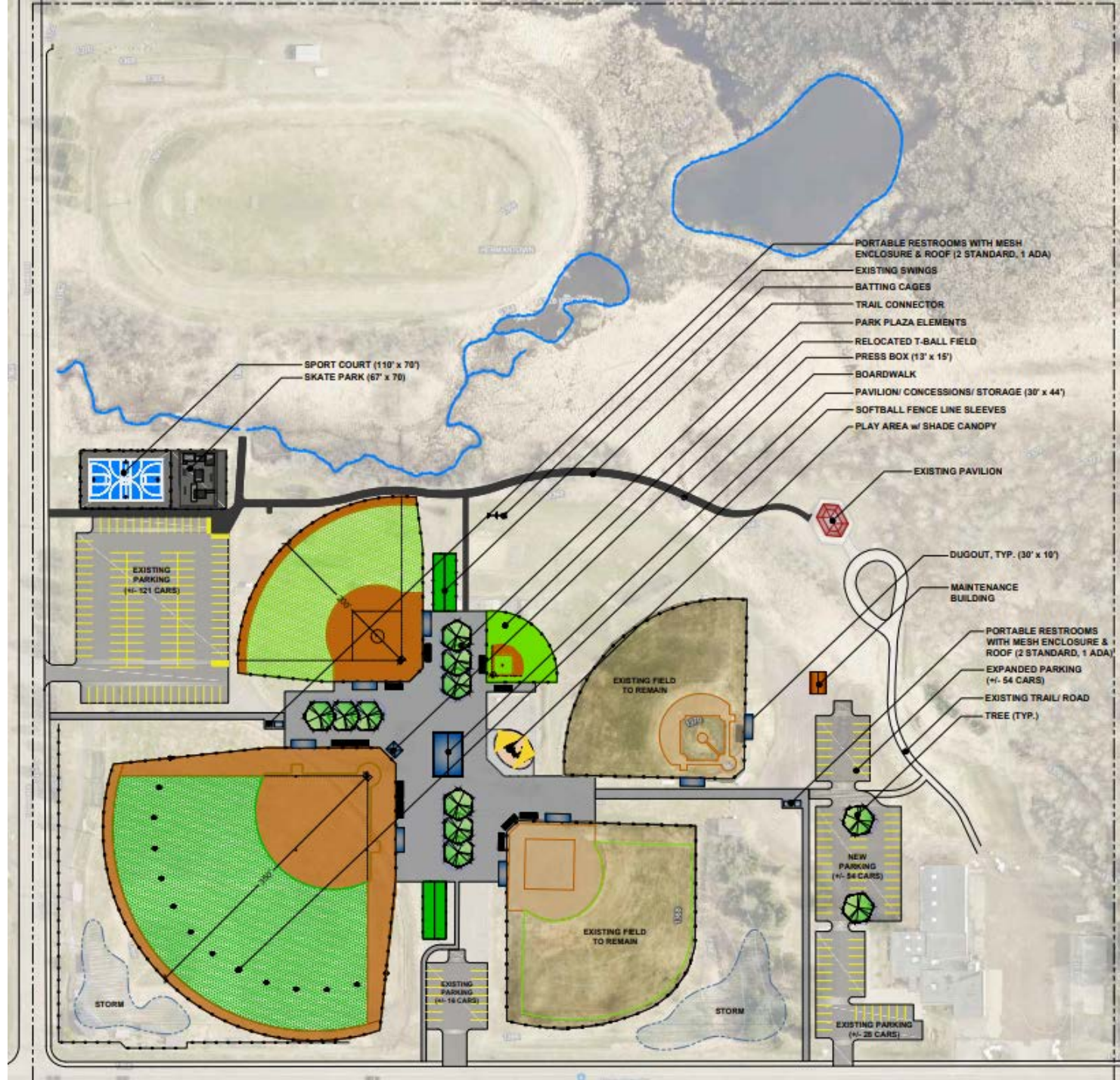


# Important Considerations

- Local Option Sales Tax referendum allows for \$3.9 million for Fichtner Park
  - Special session unlikely at this point to make changes/additions
  - Three separate ballot questions
  - One, two, or three projects can pass – sales tax increase is half percent regardless
- Fichtner Park access overall, ADA issues, bathrooms
  - Spring challenges for baseball, softball, outdoor uses
  - Aging baseball, basketball, skate park, playground, facilities
  - Limited updates available with current park dedication fees

# Fichtner Park

- Field 1 – Turf
- Field 1 – Raised and Flipped
- Field 2 - Resurfaced
- T-Ball flipped and resurfaced
- Improved parking
- Additional park amenities updated





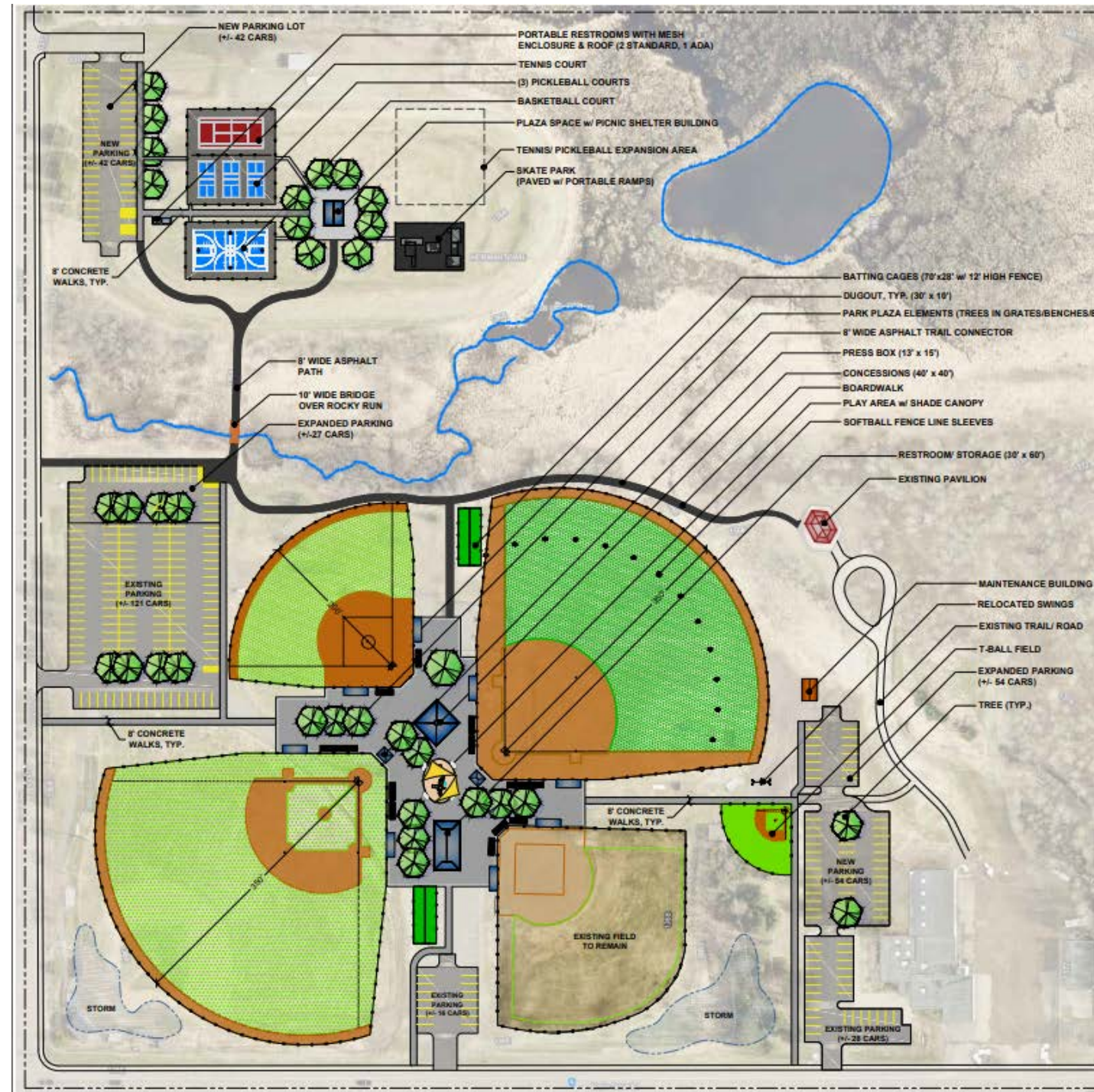
# Fichtner Park



Questions,  
comments,  
suggestions?

# Fichtner Park

- Field 3 turfed/multiuse
- Field 1, updated
- Additions on old football field
- Sport court, pickleball, tennis and additional parking
- Additional small shelter and bathroom
- Possible future additions on old football field



CORE AREA EXAMPLE



CORE AREA/ BALL FIELDS EXAMPLE



SPORT COURT COMPLEX EXAMPLE



PICKLEBALL COURT EXAMPLE

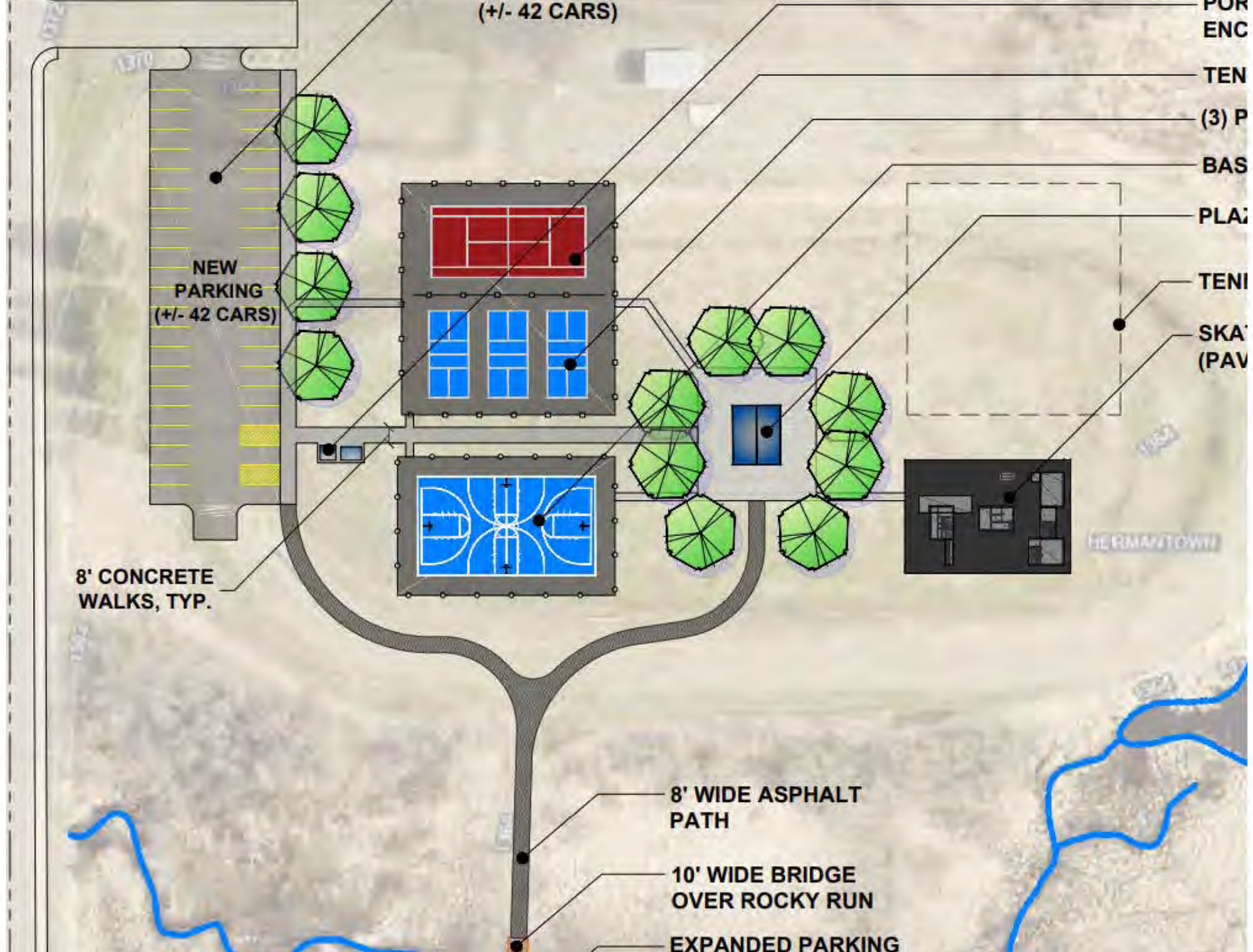


RESTROOM/ PICNIC SHELTER EXAMPLE



PRESS BOX EXAMPLE





(+/- 42 CARS)

NEW  
PARKING  
(+/- 42 CARS)

8' CONCRETE  
WALKS, TYP.

8' WIDE ASPHALT  
PATH

10' WIDE BRIDGE  
OVER ROCKY RUN

EXPANDED PARKING

POR  
ENC  
TEN  
(3) P  
BAS  
PLA  
TEN  
SKA  
(PAV

HERMANTOWN

# Fichtner Park



Questions,  
comments,  
suggestions?



CITY OF HERMANTOWN  
CITY COUNCIL MEETING  
July 18, 2022  
6:30 p.m.

## **MEETING CONDUCTED IN PERSON & VIA ZOOM**

### **PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher

**CITY STAFF:** John Mulder, City Administrator; Jackie Dolentz, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Communications Manager; Gunnar Johnson, City Attorney

**ABSENT:**

**VISITORS:** 2

### **ANNOUNCEMENTS**

### **PUBLIC HEARING**

### **COMMUNICATIONS**

Communication 22-75 was read and placed on file.

### **PRESENTATIONS**

Joe Wicklund, Communications Director, presented the Annual EWC Report.

Joe Wicklund, Communications Director, presented the Community Recreation Initiative Trail Education Information.

Kevin Orme, Director of Finance & Administration, presented the 2<sup>nd</sup> Quarter Financial Report.

John Mulder, City Administrator, discussed the Preliminary 2023 Budget.

John Mulder, City Administrator, discussed the Broadband Expansion.

### **PUBLIC DISCUSSION**

### **CONSENT AGENDA**

Motion made by Councilor Nelson, seconded by Councilor Geissler, to approve the Consent Agenda which includes the following items:

- A. Approve July 5, 2022 City Council Continuation Minutes
- B. Approve general city warrants from July 1, 2022 through July 15, 2022 in the amount of \$1,046,895.61

Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

## **MOTIONS**

## **ORDINANCES**

**2022-08**      An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (Parcel 395-0158-00080)

Second Reading

Motion made by Councilor Geissler, seconded by Councilor Nelson, to adopt Ordinance 2022-08, An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (Parcel 395-0158-00080). Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

## **RESOLUTIONS**

**2022-93**      Resolution Approving Pay Request Number 3 For Reconditioning Of Highway 53 Water Tower (Water Improvement District No. 318) To Osseo Construction Co. LLC In The Amount Of \$144,580.50

Motion made by Councilor Peterson, seconded by Councilor Hauschild, to adopt Resolution 2022-93 Resolution Approving Pay Request Number 3 For Reconditioning Of Highway 53 Water Tower (Water Improvement District No. 318) To Osseo Construction Co. LLC In The Amount Of \$144,580.50. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2022-94**      Resolution Approving Preliminary And Final Plat Of Peyton Acres Phase 1c And Imposing Conditions On The Final Plat

Motion made by Councilor Peterson, seconded by Councilor Geissler, to adopt Resolution 2022-94 Resolution Approving Preliminary And Final Plat Of Peyton Acres Phase 1C And Imposing Conditions On The Final Plat. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2022-95**      Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Development Agreement With JLG Enterprises Of Hermantown, LLP For Peyton Acres Phase 1C

Motion made by Councilor Geissler, seconded by Councilor Peterson, to adopt Resolution 2022-95 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Development Agreement With JLG Enterprises Of Hermantown, LLP For Peyton Acres Phase 1C. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2022-96**      Resolution Approving St. Louis County's SAP No. 069-69-033 CP No. 0091-401108 County State-Aid Highway No. 91 (Haines) Within The City Of Hermantown Corporate Limits

Motion made by Councilor Hauschild, seconded by Councilor Peterson, to adopt Resolution 2022-96 Resolution Approving St. Louis County's Sap No. 069-69-033 Cp No. 0091-401108 County State-Aid Highway No. 91 (Haines) Within The City Of Hermantown Corporate Limits. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, aye. Mayor Boucher, nay. Motion carried.

**2022-97**            Resolution Receiving Proposal And Awarding Consultant Contract For An Organizational Management Review To Baker Tilly U.S. LLP

Motion made by Councilor Peterson, seconded by Councilor Hauschild, to adopt Resolution 2022-97 Resolution Receiving Proposal And Awarding Consultant Contract For An Organizational Management Review To Baker Tilly U.S. LLP. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

**2022-98**            Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The License Agreement With South St. Louis Soil And Water Conservation District

Motion made by Councilor Peterson, seconded by Councilor Geissler, to adopt Resolution 2022-98 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver The License Agreement With South St. Louis Soil And Water Conservation District. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

Motion made by Councilor Peterson, seconded by Councilor Hauschild, to close the regular meeting of the Hermantown City Council at 6:51 p.m. and go into a closed session pursuant to the following statute and stated reason: Minnesota Statutes §§ 13D.05, subd. 3(c)(1) and 13D.05, subd. 3(c)(3) to evaluate the asking price of naming rights associated with a proposed hockey arena located in the City of Hermantown and develop offers and counteroffers and pursuant to Minnesota Statute § 13D.05, Subd. 3(b), per the attorney-client privilege for discussions regarding potential or threatened litigation and a leak in the pool at the Essentia Wellness Center. Motion carried.

Motion made by Councilor Peterson, seconded by Councilor Hauschild, to re-convene into open session at 7:36 p.m. Motion carried.

Motion made by Councilor Nelson, seconded by Geissler, to recess the meeting at 7:37 p.m. Motion carried.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CITY OF HERMANTOWN**

CHECKS #68980-69023  
07/16/2022-07/31/2022

PAYROLL CHECKS

Electronic Checks - #-69059-69111 \$90,529.75

LIABILITY CHECKS

Electronic Checks - #-69052-69058 \$63,733.74

Check - #69018-69023 \$6,481.10

**PAYROLL EXPENSE TOTAL \$160,744.59**

ACCOUNTS PAYABLE

Check - #68980-69017 \$162,942.81

Electronic Payments #-99718-99723 \$641,891.29

**ACCOUNTS PAYABLE TOTAL \$804,834.10**

**TOTAL \$965,578.69**

**CITY OF HERMANTOWN, MN 07/16/2022-07/31/2022**  
**Check # is between 68980 and 69017 or Check # is between -99723 and -99718**

7/27/2022

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts	6.79	-99723
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts/Bolts	37.10	-99723
240	433200	Water Tower	OSSEO CONSTRUCTION CO. LLC	Water Tower Reconditioning	144,580.50	-99722
101	411100	Council	VC3	MR12 wireless access points	442.05	-99721
101	411100	Council	VC3	Quarterly Billing July-Sept 22	458.11	-99721
101	413100	Mayor	VC3	MR12 wireless access points	110.51	-99721
101	413100	Mayor	VC3	Quarterly Billing July-Sept 22	418.98	-99721
101	415300	Administration & Finance	VC3	Quarterly Billing July-Sept 22	2,513.87	-99721
101	415300	Administration & Finance	VC3	MR12 wireless access points	663.07	-99721
101	419100	Community Development	VC3	MR12 wireless access points	331.53	-99721
101	419100	Community Development	VC3	Quarterly Billing July-Sept 22	1,256.94	-99721
101	421100	Police Administration	VC3	Quarterly Billing July-Sept 22	8,041.58	-99721
101	421100	Police Administration	VC3	MR12 wireless access points	2,099.72	-99721
101	424100	Building Inspection	VC3	Quarterly Billing July-Sept 22	418.98	-99721
101	424100	Building Inspection	VC3	MR12 wireless access points	110.51	-99721
101	431100	Street Department	VC3	MR12 wireless access points	442.05	-99721
101	431100	Street Department	VC3	Quarterly Billing July-Sept 22	1,675.91	-99721
601	494400	Water Administration and General	VC3	MR12 wireless access points	331.53	-99721
601	494400	Water Administration and General	VC3	Quarterly Billing July-Sept 22	1,256.94	-99721
602	494900	Sewer Administration and General	VC3	Quarterly Billing July-Sept 22	1,256.94	-99721
602	494900	Sewer Administration and General	VC3	MR12 wireless access points	331.53	-99721
275	452200	Community Building	VC3	Quarterly Billing July-Sept 22	2,720.00	-99721
320	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2012A	8,096.25	-99720
322	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2014A	10,950.00	-99720
328	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2021A	32,276.25	-99720
322	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2014A	475.00	-99720
318	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2016A	18,150.00	-99720
315	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2016B	35,100.00	-99720
327	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2020B	475.00	-99720
327	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2020B	42,625.00	-99720
326	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2020A	34,925.00	-99720
324	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2018B	119,337.50	-99720
323	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2018A	27,862.50	-99720
324	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2018B	475.00	-99720
325	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2019A	140,190.63	-99720
325	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2019A	475.00	-99720
101	415300	Administration & Finance	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 07/22	15.80	-99719
101	419100	Community Development	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 07/22	2.75	-99719

7/27/2022

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 07/22	0.80	-99719
101	421100	Police Administration	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 07/22	31.95	-99719
101	431100	Street Department	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 07/22	2.05	-99719
601	494400	Water Administration and General	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 07/22	3.62	-99719
602	494900	Sewer Administration and General	FURTHER ELECTRONIC PAYMENTS	Monthly Participant Fee 07/22	5.43	-99719
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	614.62	-99719
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	200.00	-99719
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica July	96.00	-99718
101	431100	Street Department	A W KUETTEL & SONS INC	Patch Holes on Asphalt Trailer	1,785.00	68980
101	431100	Street Department	A W KUETTEL & SONS INC	Trailer Brackets for Alum Trai	246.00	68980
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-309213 - O&E Fudally	75.00	68981
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-309218 - O&E Cox	75.00	68981
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-309220 - O&E Hopps	75.00	68981
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-309212 - O&E Fudally	75.00	68981
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-309191 - O&E BMAX Inc.	75.00	68981
240	433200	Water Tower	BOLTON & MENK, INC.	Hwy 53 Water Tower Recon	5,865.00	68982
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services May 2022	4,500.00	68983
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services Jun 2022	4,500.00	68983
101	421100	Police Administration	BUREAU CRIMINAL APPREHENSION	CJDN Access Fee (BCA)	150.00	68984
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 06-28 to 07-27-22	79.98	68985
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	68986
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	68986
101	431100	Street Department	CINTAS CORPORATION	Uniforms	24.08	68986
101	431100	Street Department	CINTAS CORPORATION	Uniforms	9.72	68986
101	431100	Street Department	CINTAS CORPORATION	Uniforms	9.72	68986
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.72	68986
101	431901	City Garage	CINTAS CORPORATION	Supplies	22.50	68986
101	431901	City Garage	CINTAS CORPORATION	Supplies	37.50	68986
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	223.53	68986
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	28.83	68986
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	68986
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	June Water Charges	88,968.56	68987
251	421100	Police Administration	CROW-GOEBEL VETERINARY CLINIC, P A	Jack - Vet	660.60	68988
101	419901	City Hall & Police Building Maintenance	DALCO	TP/Towel/Foam Wash	317.46	68989
101	415300	Administration & Finance	EHLERS & ASSOCIATES INC	2022 Financial Management Plan	260.00	68990
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Repair Headlight - SQD 15	171.10	68991
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Valve Box Adjustments	1,035.60	68992
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Hydrant	3,555.56	68992

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Hydrants for repairs	117.80	68992
602	494500	Sewer Maintenance	FERGUSON WATERWORKS #2516	Pipe Lube & Test Ball Sewer Re	247.03	68992
602	494500	Sewer Maintenance	FERGUSON WATERWORKS #2516	Sewer Pipe	368.46	68992
601	494300	Water Distribution	FRONTIER PRECISION, INC.	GPS Staff Holder	409.28	68993
602	494500	Sewer Maintenance	FRONTIER PRECISION, INC.	GPS Staff Holder	409.28	68993
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Sewer Repair Sterner & Maple G	755.00	68994
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Lift Station Cleaning	3,120.00	68994
101	321990	Other Licenses & Permits	HAMMOND, MIALA	Refund Double Pymnt-Mass Licen	85.00	68995
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Replace Alternator SQD 19	590.30	68996
101	431100	Street Department	HERMANTOWN SERVICE CENTER INC	Oil/Filter - 02 Chev	48.22	68996
101	415300	Administration & Finance	IIMC	Membership Dolentz	200.00	68997
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Toner/Pen	104.00	68998
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Flag Post It	8.39	68998
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica	451.94	68999
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Toshiba	32.34	68999
601	494300	Water Distribution	KTM PAVING INC	Water Break Patches Stebner/Ht	9,421.05	69000
601	494300	Water Distribution	MENARD INC	Water Tower Valve Repair	66.05	69001
601	494300	Water Distribution	MENARD INC	Water Tower Valve Fix	16.35	69001
601	494300	Water Distribution	MENARD INC	Drive Bit/Off Spray	25.97	69001
101	419901	City Hall & Police Building Maintenance	NAPA AUTO PARTS	Blower Motor Resistor - H23	43.98	69002
101	431100	Street Department	NAPA AUTO PARTS	Grease	269.57	69002
101	431100	Street Department	NAPA AUTO PARTS	Oil Filter	66.58	69002
101	431100	Street Department	NAPA AUTO PARTS	Gas Cap	45.06	69002
245	465100	HEDA	NORTHSPAN GROUP INC	Business Grant Study ARPA	682.00	69003
101	416100	City Attorney	OVEROM LAW, PLLC	Keene Creek Stream Bed Restora	176.00	69004
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Procedures -202	65.00	69004
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,900.00	69004
101	416100	City Attorney	OVEROM LAW, PLLC	4753 W. Arrowhed Rd Dev - Mola	148.00	69004
101	416100	City Attorney	OVEROM LAW, PLLC	Nuisance Ordinance	88.00	69004
101	416100	City Attorney	OVEROM LAW, PLLC	JAZB Board of Appeals and Adju	451.00	69004
101	416100	City Attorney	OVEROM LAW, PLLC	Independent Living Facility -	236.00	69004
101	419100	Community Development	OVEROM LAW, PLLC	2022 Sign Ordinance Amendments	176.00	69004
101	419100	Community Development	OVEROM LAW, PLLC	P&R Properties Engwalls Develo	532.00	69004
101	419100	Community Development	OVEROM LAW, PLLC	Zierden Okerstrom Road Develop	140.00	69004
101	419100	Community Development	OVEROM LAW, PLLC	Keene Creek Plat Matters	84.00	69004
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Projects	1,274.00	69004
101	419100	Community Development	OVEROM LAW, PLLC	Elliott Rebecca Road Access Is	33.00	69004
101	419100	Community Development	OVEROM LAW, PLLC	Moratzka Court of Appeals Matt	60.00	69004

7/27/2022

Page 4

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	OVEROM LAW, PLLC	Rental of Training Center	55.00	69004
101	421100	Police Administration	OVEROM LAW, PLLC	Sex Offender Matters	110.00	69004
101	421100	Police Administration	OVEROM LAW, PLLC	Body Camera Matters	286.00	69004
101	421100	Police Administration	OVEROM LAW, PLLC	Police Dept Personnel Matters	484.00	69004
230	465100	HEDA	OVEROM LAW, PLLC	HEDA sale of 5028 Miller Trk H	21.00	69004
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	56.00	69004
230	465100	HEDA	OVEROM LAW, PLLC	2021 Recreation Facility	1,080.00	69004
601	494400	Water Administration and General	OVEROM LAW, PLLC	Water Meter Contract	33.00	69004
601	494400	Water Administration and General	OVEROM LAW, PLLC	Utility Commission	60.50	69004
601	494400	Water Administration and General	OVEROM LAW, PLLC	Comprehensive Plan - 2022	33.00	69004
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Utility Commission	60.50	69004
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue and Lindgren Rd	226.00	69004
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue-Lindgren Rd MN	209.00	69004
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Oppidan Development	6,987.52	69004
601	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	T-Mobile Application	418.00	69004
101	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Peyton Acres Development Matte	570.00	69004
245	456201	Broadband	OVEROM LAW, PLLC	Broadband Expansion	756.00	69004
101	431100	Street Department	SATHERS, LLC	Class 5 - Crushed Material/Re`	2,744.00	69005
101	431901	City Garage	SHERWIN WILLIAMS	Paint for Doors at Shop	93.10	69006
601	494400	Water Administration and General	SHORT ELLIOTT HENDRICKSON INC	Water System Model Dev	8,150.40	69007
601	214500	Escrow Deposits Payable	SHORT ELLIOTT HENDRICKSON INC	HERT 22 Sprint @ Hawk Circle W	362.16	69007
101	431100	Street Department	STONE RIVER WILDLIFE CONTROL	Beaver Removal Reinke Rd	350.00	69008
101	421100	Police Administration	SUN CONTROL OF MN	Magnets	100.00	69009
601	494300	Water Distribution	TENET	E-Mat for Water Break Spots	67.70	69010
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 12	307.20	69011
101	421100	Police Administration	TROY'S BP AMOCO INC	Door Lock 2015 Chev Tahoe	356.29	69011
602	494500	Sewer Maintenance	UNITED RENTALS (NORTH AMERICA) INC	Light Plat - Sewer Repair	140.52	69012
101	415300	Administration & Finance	UNITED STATES TREASURY	Patient Centered Outcome Fee	348.75	69013
602	494500	Sewer Maintenance	UTILITYLOGIC	Gas Bottle for Calibration of	231.98	69014
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	June 2022 Bill Print	684.82	69015
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	June 2022 Bill Print	684.83	69015
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	June 2022 Bill Print	684.83	69015
601	494300	Water Distribution	VIKING INDUSTRIAL CENTER	Marking Wand/Paint Stick	72.32	69016
602	494500	Sewer Maintenance	VIKING INDUSTRIAL CENTER	Marking Wand/Paint Stick	72.33	69016
101	415300	Administration & Finance	NORTHEAST SERVICE COOPERATIVE	Dues Jul 2022-Jun 2023	100.00	69017
601	494400	Water Administration and General	NORTHEAST SERVICE COOPERATIVE	Dues Jul 2022-Jun 2023	50.00	69017
602	494900	Sewer Administration and General	NORTHEAST SERVICE COOPERATIVE	Dues Jul 2022-Jun 2023	50.00	69017



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Totals: 151 records printed

804,834.10

**Ordinance No. 2022-09**

The City Council of the City of Hermantown Does Ordain:

**AN ORDINANCE DECLARING A TEMPORARY  
MORATORIUM ON EDIBLE CANNABINOID PRODUCTS  
DERIVED FROM HEMP WITHIN THE CITY OF HERMANTOWN**

WHEREAS, the 2022 Minnesota State Legislature amended Minnesota Statutes § 151.72 to allow the sale of certain cannabinoid products derived from hemp; and

WHEREAS, the zoning ordinances, licensing framework and other regulations of the City of Hermantown presently do not address the issues presented by the expanded authority to sell certain cannabinoid products derived from hemp; and

WHEREAS, the City Council desires to have the issue of edible cannabinoid products derived from hemp studied further by the City Staff and obtain input from Hermantown residents, and other interested parties; and

WHEREAS, the City Council has requested the City Staff study the issue of edible cannabinoid products derived from hemp at the earliest possible time and provide its report and recommendation with respect to possible new zoning or licensing ordinance or other regulations that are necessary and desirable; and

WHEREAS, in the meantime the City Council desires that no product sale or the development, construction or creation, or new permitting of any business or activities involved with edible cannabinoid products derived from hemp occur within the City until such study, recommendations and decisions are completed and made, as the case may be; and

WHEREAS, accordingly the City Council believes that it is in the best interest of the City of Hermantown that a temporary moratorium be imposed involving edible cannabinoids derived from hemp within the City of Hermantown.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hermantown, Minnesota, that the following regulations be adopted as an Ordinance of the City of Hermantown:

1. No person, firm, entity, or corporation shall sell such product or construct, develop or create a business, or receive a new permit to conduct any activity involving edible cannabinoid products derived from hemp in the city until the earlier of (i) February 1, 2023 or (ii) the effective date of ordinance provisions relating edible cannabinoid products derived from hemp in the City of Hermantown.

2. This Ordinance is adopted pursuant to the provisions of Minnesota Statutes Section 462.355, Subdivision 4.

3. The purpose and intent of this Ordinance is set forth in the above whereas clauses.
4. This Ordinance shall be effective immediately upon adoption.
5. This Ordinance shall be published once in the official newspaper of the City of Hermantown.
6. City Staff is hereby directed to study the issues presented by edible cannabinoid products derived from hemp and provide its report and recommendations to the City Council as soon as possible.

Dated the \_\_\_\_\_ day of August, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Filed: \_\_\_\_\_

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

**TO:** City Council Members  
**FROM:** Paul Senst, Public Works  
Director



**DATE:** July 26, 2022      **Meeting Date:** 08/01/2022  
**SUBJECT:** 2022 Water Tower Recoating      **Agenda Item:** 12-A      **Resolution:** 2022-99  
Pay App. #4

---

## REQUESTED ACTION

Approve Public Application #4 to Osseo Construction Co. LLC for the work related to the tower reconditioning project.

---

## BACKGROUND

Attached is Pay Application #4 for the work associated with the Hwy. 53 water tower reconditioning project. This is for work completed through July 20, 2022. Bolton & Menk and NCE have reviewed the project progress thus far and agreed upon the quantities of work completed. The amount of Pay Application #4 is **\$25,792.50**. This represents **85%** of the Total Work Completed under this contract. The City will hold 5% retainage of the completed construction through the duration of the project. This retainage amount for pay application #4 is **\$1,289.63**.

NCE has reviewed the quantities through construction inspection and discussions with Bolton & Menk, representatives. I recommend payment in the amount of **\$25,792.50** be authorized at the August 1st, 2022 City Council Meeting.

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## SOURCE OF FUNDS (if applicable)

Project #PW7U-22-002  
240-433200-530 Project 318

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## ATTACHMENTS

Bolton & Menk attachments

**Resolution No. 2022-99**

**RESOLUTION APPROVING PAY REQUEST NUMBER 4 FOR RECONDITIONING OF HIGHWAY 53 WATER TOWER (WATER IMPROVEMENT DISTRICT NO. 318) TO OSSEO CONSTRUCTION CO. LLC IN THE AMOUNT OF \$25,792.50**

WHEREAS, the City of Hermantown has contracted with Osseo Construction Co. LLC for reconditioning of the Highway 53 Water Tower (Water Improvement District NO. 318) (“Project”); and

WHEREAS, Osseo Construction Co. LLC has performed a portion of the agreed upon work in said Project; and

WHEREAS, Osseo Construction Co. LLC has submitted Pay Request No. 4 in the amount of \$25,792.50; and

WHEREAS, the City will maintain an accumulated retainage as shown on the pay requests until the final work and documentation is completed; and

WHEREAS, Bolton & Menk has approved such Pay Request No. 4 provided that \$1,289.63 accumulated as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown; and

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

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

1. Pay Request No. 4 is hereby approved.
2. The City is hereby authorized and directed to pay to Osseo Construction Co. LLC The Sum Of \$25,792.50 which is the amount represented on pay request No. 4.

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

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

and the following voted in opposition thereto:

WHEREUPON, such resolution has been duly passed and adopted August 1, 2022.



**BOLTON  
& MENK**

Real People. Real Solutions.

4960 Miller Trunk Highway  
Suite 350  
Duluth, MN 55811

Ph: (218) 729-5939  
Bolton-Menk.com

VIA EMAIL

July 21, 2022

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

RE: HWY 53 Tower Reconditioning  
Pay Request No. 4  
BMI Project Number: 0M2.125206

Dear John,

Enclosed is a copy of Pay Request No. 4 from Osseo Construction Co. LLC for \$25,792.50. The primary work covered by this pay request consists of reinstallation of the tower inlet pipe insulation, painting of the logo, and tower disinfection. The total completed work reflected on this request represents 85% of the work to be completed under this contract. I have reviewed this request and recommend payment to the contractor. Please process this request for payment.

Please contact me if you have any questions.

Sincerely,

**Bolton & Menk, Inc.**

**Brian J. Guldan, P.E.**  
Principal Environmental Engineer

Enclosures

cc: Paul Senst, City of Hermantown Public Works Director  
David Bolf, City Engineer  
Jamie Connor, Bolton & Menk, Inc.  
File

# APPLICATION FOR PAYMENT

Owner:  
 City of Hermantown  
 5105 Maple Grove Road  
 Hermantown, MN 55811  
 CONTRACTOR:  
 Osseo Construction Co. LLC  
 PO Box 143, 14248 10th Street  
 Osseo, WI 54758

PROJECT: HWY 53 Tower Reconditioning  
 VIA ARCHITECT:  
 Bolton & Menk Inc

APPLICATION NO: 4  
 PERIOD TO: 7/20/2022  
 PROJECT #: 0M2. 125206  
 CONTRACT #:  
 CONTRACT DATE:

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	GENERAL CONTRACTOR
<input type="checkbox"/>	SUBCONTRACTOR
<input type="checkbox"/>	

## CONTRACTOR'S APPLICATION FOR PAYMENT


Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from The Osseo Construction Co. LLC, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	<u>455,500.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>455,500.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	<u>406,500.00</u>
5. RETAINAGE:		
a. <u>5%</u> of Completed Work (Column D + E)	\$	<u>20,325.00</u>
b. <u>      </u> % of Stored Material (Column F)	\$	<u>n/a</u>
Total Retainage (Lines 5a + 5b or Total in Column I)	\$	<u>20,325.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>386,175.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>360,382.50</u>
8. CURRENT PAYMENT DUE	\$	<u>25,792.50</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)	\$	<u>69,325.00</u>

  
 Contractor's Signature

7/20/22  
 Date

  
 Engineers Signature

7/21/22  
 Date

Owners Signature

Date

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

# CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION NO: 3  
 APPLICATION DATE: 7/20/2022  
 PERIOD TO: 7/20/2022

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization and Site Maintenance	\$50,000.00	\$25,000.00	\$0.00	N/A	\$25,000.00	50.00%	\$25,000.00	\$1,250.00
2	Grinding (misc) 10 hrs, \$100.00/hour	\$1,000.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$1,000.00	\$0.00
3	Welding (misc) 10 L.F., \$150.00/L.F.	\$1,500.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$1,500.00	\$0.00
4	Pit Filler (misc) 1 hr, \$150.00/hour	\$150.00	\$0.00	\$150.00	N/A	\$150.00	100.00%	\$0.00	\$7.50
5	Caulking (misc) 100 L.F., \$10.00/hour	\$1,000.00	\$1,000.00	\$0.00	N/A	\$1,000.00	100.00%	\$0.00	\$50.00
6	Complete Sandblasting and Reconditioning of Tower (Interior Wet)	\$110,000.00	\$110,000.00	\$0.00	N/A	\$110,000.00	100.00%	\$0.00	\$5,500.00
7	Complete Sandblasting and Reconditioning of Tower (Exterior)	\$137,350.00	\$137,350.00	\$0.00	N/A	\$137,350.00	100.00%	\$0.00	\$6,867.50
8	Partial removal and spot repair sandblasting and reconditioning of tower < 10% spot repair (interior dry)	\$30,000.00	\$30,000.00	\$0.00	N/A	\$30,000.00	100.00%	\$0.00	\$1,500.00
9	Full curtain containment	\$25,000.00	\$25,000.00	\$0.00	N/A	\$25,000.00	100.00%	\$0.00	\$1,250.00
10	Replace failed material covering the exterior roof to dry riser opening	\$3,000.00	\$0.00	\$3,000.00	N/A	\$3,000.00	100.00%	\$0.00	\$150.00
11	Provide and install new safety climb systems to all ladders	\$8,000.00	\$8,000.00	\$0.00	N/A	\$8,000.00	100.00%	\$0.00	\$400.00
12	Provide and install new overflow pipe screen	\$250.00	\$0.00	\$250.00	N/A	\$250.00	100.00%	\$0.00	\$12.50
13	Replace pressure manway gasket	\$250.00	\$0.00	\$250.00	N/A	\$250.00	100.00%	\$0.00	\$12.50
14	Remove and salvage existing inlet/outlet pipe insulation. Reinstall salvaged existing insulation with new metal jacket with new metal banding.	\$6,500.00	\$0.00	\$6,500.00	N/A	\$6,500.00	100.00%	\$0.00	\$325.00
15	New tank logos/lettering	\$10,000.00	\$0.00	\$10,000.00	N/A	\$10,000.00	100.00%	\$0.00	\$500.00
16	Provide and install tower (tank) mixer	\$25,000.00	\$25,000.00	\$0.00	N/A	\$25,000.00	100.00%	\$0.00	\$1,250.00
17	Remove and replace damaged grout and mortar between cone base ring and foundation and repair foundation. Apply caulk to grout/base ring seam.	\$5,000.00	\$5,000.00	\$0.00	N/A	\$5,000.00	100.00%	\$0.00	\$250.00
18	Provide and install new dual LED aviation obstruction lighting on pivoting post	\$4,500.00	\$4,500.00	\$0.00	N/A	\$4,500.00	100.00%	\$0.00	\$225.00
19	Modify tower access doors	\$4,500.00	\$4,500.00	\$0.00	N/A	\$4,500.00	100.00%	\$0.00	\$225.00





**TO:** Mayor & City Council  
**FROM:** Gunnar Johnson, City Attorney  
**DATE:** July 27, 2022  
**SUBJECT:** Mental Health Crisis Data



**Meeting Date:** 08/01/2022

**Agenda Item:** 12-B

**Resolution:** 2022-100

---

## REQUESTED ACTION

Approve the Mental Health Crisis Data policy.

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## BACKGROUND

The Minnesota legislature has recently changed the law to allow law enforcement agencies to get mental health data more easily. Law enforcement agencies can now request mental health data when a person is involved in a mental health crisis to which law enforcement has responded, and the data is necessary to protect the health or safety of the person in crisis.

As part of the changes on sharing of mental health data with law enforcement, each agency is required to have a written policy that meets certain statutory requirements. The policy establishes procedures for requesting, documenting, using, retaining and safeguard the privacy of such information.

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## SOURCE OF FUNDS (if applicable)

N/A

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## ATTACHMENTS

Mental Health Crisis Data Policy

**Resolution No. 2022-100**

**RESOLUTION APPROVING AN AMENDMENT TO THE CITY  
HANDBOOK REGARDING MENTAL HEALTH CRISIS DATA**

WHEREAS, in 2022, Minnesota lawmakers amended sections of the Data Practices Act and the Health Records Act to provide law enforcement with clearer access to mental health information about persons in active crisis; and

WHEREAS, a new enactment requires law enforcement agencies that seek or use this data to have a written policy establishing privacy protections.

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

1. The City Council approves the policy names “Mental Health Crisis Data” as shown on Exhibit A.

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

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted August 1, 2022.

Handbook for the City of Hermantown		
<b>X Policy</b>		<b>Procedure</b>
<b>Date Adopted</b> August 1, 2022	<b>Title: Mental Health Crisis Data</b>	<b>Section: Emergency Services</b>
<b>Revision Dates: N/A</b>		<b>Page: 1 of 4</b>

### Section 1. Purpose

Minnesota law requires certain entities and mental health providers to supply information to law enforcement, upon proper request, to aid in safely addressing a pending mental health crisis. This policy establishes procedures for requesting, documenting, using, retaining, and safeguarding the privacy of such information.

### Section 2. Policy

It is the policy of the Hermantown Police Department to encourage officers to seek and utilize information from mental health professionals, practitioners, and other care providers to aid in the safe resolution of individual crisis situations. Officers of the Hermantown Police Department may initiate requests for this information when practicable and deemed advisable. Information obtained in response to such requests shall be documented, utilized, and retained in accordance with applicable laws and this policy.

### Section 3. Definitions

The following phrases and words have special meanings as used in this policy:

- 3.1. **Mental Health Crisis Data (MHCD)** means data on individual clients or patients that is sought and received from community mental health centers, mental health divisions of counties and providers under contract with them, or private sector mental health providers for the purpose of safely responding to a mental health crisis.
- 3.2. **Person in Crisis (PIC)** refers to an individual who is experiencing or is suspected or reported to be experiencing a mental health crisis.
- 3.3. **Requestee** refers to an entity or individual asked to supply Mental Health Crisis Data to a law enforcement agency.
- 3.4. **Requestor** refers to an officer or employee of this agency who makes a request for Mental Health Crisis Data.

### Section 4. When MHCD may be Sought

Provisions of the Minnesota Government Data Practices Act (Minn. Stat. § 13.46, subd. 7) and the Minnesota Health Records Act (Minn. Stat. § 144.294, subd. 2) require mental health providers and certain entities to supply information to law enforcement when a client or patient is currently involved in a mental health crisis, and disclosure of the information is necessary to protect the health and safety of that person or another. These laws use the definition of “mental health crisis” found in Minnesota Statutes, § 256B.0624, subdivision 2(j):

“Mental health crisis” is a behavioral, emotional, or psychiatric situation that, without the provision of crisis response services, would likely result in significantly

<b>Handbook for the City of Hermantown</b>		
<b>X Policy</b>	<b>Procedure</b>	
<b>Date Adopted</b> August 1, 2022	<b>Title: Mental Health Crisis Data</b>	<b>Section: Emergency Services</b>
<b>Revision Dates: N/A</b>		<b>Page: 2 of 4</b>

reducing the recipient’s levels of functioning in primary activities of daily living, in an emergency situation under section 62Q.55, or in the placement of the recipient in a more restrictive setting, including but not limited to inpatient hospitalization.

A situation will qualify as a mental health crisis under this definition, thus enabling the agency to seek mental health data, if:

- 4.1. The subject appears to be experiencing a behavioral, emotional, or psychiatric episode, and
  - 4.1.1. It would likely result in one of the following outcomes, absent the assistance of a mobile crisis provider:
  - 4.1.2. The person being unable to take care of basic functions like bathing, eating, dressing, and toileting; or
  - 4.1.3. The person needing to be transported to a hospital for an emergency medical condition; or
- 4.2. The person being taken into custody for a transport hold; and
- 4.3. The information being sought is necessary to protect the health or safety of the PIC or another.

**Section 5. Requesting and Obtaining MHCD:**

The Hermantown Police Department should adhere to the following procedures in requesting MHCD:

- 5.1. Officers responding to a mental health crisis may request information themselves or have another officer, a dispatcher, or appropriate staff member contact requestees with information requests.
- 5.2. Entities and individuals that are obligated to respond to requests for information include community mental health centers, mental health divisions of a county, and mental health providers including psychiatrists, psychologists, therapists, mental health professionals, mental health practitioners, and case managers.
- 5.3. The purpose of making a request is to obtain information from a mental health provider, familiar with the PIC, about strategies for safely responding to and resolving the pending crisis. To that end, the requestee is obligated to provide a name and phone number for the PIC’s psychiatrist, psychologist, therapist, mental health professional, practitioner, or case manager, if known; and strategies to address the mental health crisis.

Handbook for the City of Hermantown		
<b>X Policy</b>		<b>Procedure</b>
<b>Date Adopted</b> August 1, 2022	<b>Title: Mental Health Crisis Data</b>	<b>Section: Emergency Services</b>
<b>Revision Dates: N/A</b>		<b>Page: 3 of 4</b>

- 5.4. Under the law, the requestee is to provide law enforcement with the minimum information necessary to safely respond to the mental health crisis. It may be necessary and appropriate for the requestor to share information with the requestee about the dynamics and circumstances of the crisis in order to demonstrate law enforcement's need for information. Requestors should not ask for information about the PIC's diagnosis.
- 5.5. Once obtained, MHCD may be shared with other officers and members of this agency as is reasonably necessary to safely address the crisis. The information may not be used for any other purpose.

## Section 6. Data Practices

The following shall apply to mental health crisis data obtained by this agency:

- 6.1. **What to document.** The requestor shall document their own identity, the name of the PIC, and the identity of the person (or entity, if the name of the person is not available) that supplied data in response to the request for MHCD. In addition:
- 6.1.1. Information obtained about strategies for resolving crisis situations with the PIC, including any circumstances that call for particular approaches, should be documented.
  - 6.1.2. Any information that the requestee provided about the PIC's diagnosis should not be documented.
  - 6.1.3. The officer assigned as primary on the call shall ensure that the PIC is informed that mental health data was obtained, and that this notification to the PIC is documented.
- 6.2. **How to label and store the information.** Incident reports that contain MHCD shall be labeled or flagged as such. This data may only be stored on and accessed through any city owned device and any city or personally owned and approved devices.
- 6.3. **Private data.** MHCD is and shall be administered as private data on the person in crisis.
- 6.4. **Accessing stored MHCD.** Officers and other agency personnel may access MHCD data only when their job assignment reasonably requires access to it. For a peace officer, a business need exists if it is foreseeable that the officer may be tasked in the future to respond to a mental health crisis involving the person who is the subject of the MHCD.
- 6.5. **Use of MHCD.** MHCD may only be used for purposes of responding to mental health crisis situations involving the individual PIC. The data may not be used for any other

<b>Handbook for the City of Hermantown</b>		
<b>X Policy</b>		<b>Procedure</b>
<b>Date Adopted</b> August 1, 2022	<b>Title: Mental Health Crisis Data</b>	<b>Section: Emergency Services</b>
<b>Revision Dates: N/A</b>		<b>Page: 4 of 4</b>

purpose, such as furthering a criminal investigation or in connection with a charging decision.

- 6.6. **Retention of MHCD.** MHCD shall be maintained for a period of three (3) following the latest mental health crisis known to the agency involving the subject of the MHCD, after which it shall be disposed of in such a way as to prevent its contents from being determined.

**TO:** Mayor & City Council

**FROM:** Jackie Dolentz, City Clerk



**DATE:** July 27, 2022

**Meeting Date:** 08/01/2022

**SUBJECT:** Annual Review of Minnesota  
Government Data Practices Act  
Police Department Procedures

**Agenda Item:** 12-C

**Resolution:** 2022-101

---

### **REQUESTED ACTION**

Annual review of Minnesota Government Data Practice Act Police Department Procedures.

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### **BACKGROUND**

Minnesota Statutes § 13.025 requires that the City of Hermantown Minnesota Government Data Practices Act Police Department Procedures be reviewed annually and updated as necessary to reflect legislative changes or administrative changes in personnel, procedures, or other circumstances.

Changes are highlighted and include the new Mental Health Crisis information and policy.

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

N/A

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### **ATTACHMENTS**

Resolution Approving An Update To The City Of Hermantown Minnesota Government Data Practices Act Police Department Procedures



**Resolution No. 2022-101**

**RESOLUTION APPROVING AN UPDATE TO THE CITY OF HERMANTOWN  
MINNESOTA GOVERNMENT DATA PRACTICES ACT  
POLICE DEPARTMENT PROCEDURES**

WHEREAS, pursuant to Minnesota Statutes Section 13.03, subdivision 2, the City of Hermantown is required to have procedures in place to respond to requests for data under the Minnesota Government Data Practices Act; and

WHEREAS, pursuant to Minnesota Statutes Section 13.025, subdivisions 2 and 3, the City of Hermantown is required to review the procedures on an annual basis.

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

1. The amended City of Hermantown City Hall Minnesota Government Data Practices Act Procedures in the form of the one attached hereto as **Exhibit A** is hereby approved.

2. The Hermantown Police Department staff are authorized and directed to proceed in accordance with such amended City of Hermantown City Hall Minnesota Government Data Practices Act Procedures.

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

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted August 1, 2022.



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**CITY OF HERMANTOWN**

**MINNESOTA GOVERNMENT DATA PRACTICES ACT**

**POLICE DEPARTMENT PROCEDURES**

**I. Introduction.**

These procedures are adopted by the City of Hermantown (“City”) for use by the Hermantown Police Department to comply with the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Chapter 13 of the Minnesota Statutes.

All information maintained by the City is public unless classified as not public by a state statute or a federal law. Any person has the right to inspect and copy public data. The person also has the right to have an explanation of the meaning of the public data.

**II. Responsible Authority and Data Practices Compliance Official.**

The person who is the responsible authority for the City under the MGDPA is the City Clerk. All MGDPA requests must be submitted to the responsible authority in writing, by mail or email, or to a designee who will then respond to the MGDPA request. The designee for the Police Department is listed on attached Exhibit 1. The designee for the Police Department is also the data practices compliance official for the Police Department and is responsible for answering questions, concerns, or complaints regarding problems in obtaining access to Police Department information.

**III. Requests for Data.**

**A. Form of Request and Response.**

**Request.** The request for data must be written. A City of Hermantown Information Disclosure Request Form (“MGDPA Request Form”) must be completed, which is attached hereto as Exhibit 2, and sent to the responsible authority by mail or email.

An individual is not required to provide his/her name on the MGDPA Request Form; however, the burden is then on the individual to check with the responsible authority or designee on the status of the MGDPA request.

**Response.** The responsible authority or the designee will then respond to the MGDPA request.

If the data is maintained in electronic format and is requested to be electronic format, then it may be provided in that medium. This does not mean that the City will provide the data in an electronic format or program that is different from the format in which the City maintains the data.

**B. Time Limits.**

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**Requests.** MGDPA requests will be received and processed only during normal business hours.

**Response.** Responses to MGDPA requests will be made at the time of the request or as soon thereafter as possible. If the data requested is Data on Individuals, by the subject of the data, responses will be made at the time of the request or within ten (10) days, excluding Saturdays, Sundays, and Holidays.

Responses will be in writing, on the MGDPA Request Form submitted. If the responsible authority or the designee denies the request for data, the specific legal authority including the statutory section must be given.

**C. Fees.** Fees will be charged according to the City's Fee Schedule and the policy attached as Exhibit 3.

**D. Standing Requests.** A person requesting data may make a standing request to inspect or receive copies of public data. Except for standing requests for notices of meetings and copies of agendas, which remain in effect until terminated by the person requesting such data, pursuant to existing practice of the City that mimics the policy of the Minnesota Department of Administration, standing requests will expire three (3) months after the initial request unless the person requesting the data renews the standing request no more than ten (10) days prior to the expiration of the most recent standing request for such data.

**IV. Data on Individuals.**

Information about individual people is classified by law as public, private, or confidential.

**A. People Entitled to Access.**

*Public* information about an individual may be shown or given to anyone.

*Private* information about an individual may not be shown or given to the public, but may be shown or given to:

- The individual, but only once every six months, unless a dispute has arisen, or additional data has been collected.
- A person who has been given access by the express written consent of the data subject. This consent must be on the Consent to Release Private Data form, attached as Exhibit 4, or a form reasonably similar.

- People who are authorized access by the federal, state, or local law or court order.
- People about whom the individual was advised at the time the data was collected. A Tennesen Warning, attached as Exhibit 5, or a form reasonably similar, must be completed when this type of information is requested.
- People within the City staff, the City Council, Police Department, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

*Confidential* information may **not** be shown or given to the subject of the data, or to the public, but may be shown or given to:

- People who are authorized access by federal, state, or local law or court order.
- People within the City staff, the City Council, Police Department, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

**B. Request.** Any individual may request, in writing, to know if the Police Department has stored data about that individual and whether the data is classified as public, private, or confidential. The individual must be allowed to inspect public or private data without charge and can request an explanation of the content and the meaning of the data.

**C. Identification of Requesting Party.** The responsible authority or designee must verify the identity of the requesting party as a person entitled to access of non-public data. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**D. Summary Data.** Summary data is statistical records and reports derived from data on individuals, but which does not identify an individual by name or any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public, unless classified as otherwise by Minnesota Statute or federal law. The responsible authority or designee will prepare summary data on private or confidential data upon request, if the request is in writing and the requesting party pays for the cost of preparation. Within ten (10) days of receiving a request for summary data, the responsible authority or designee must notify the requesting party about the estimated costs and collect those costs before preparing or supplying the summary data.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, programming computers to delete personal identifiers, or other reasonable means.

The responsible authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private or confidential data, and (3) the responsible authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data.

**E. Juvenile Records.** The following applies to *private* (not confidential) data about people under the age of 18.

**Parental Access.** In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile data subject. “Parent” means the parent or guardian of a juvenile data subject, or individual acting as a parent or guardian in the absence of a parent or guardian. The parent is presumed to have this right unless the responsible authority or designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.

**Notice to Juvenile.** Before requesting private data from juveniles, city personnel must notify the juveniles that they may request that the information not be given to their parent(s). A Tennessee Warning - Juvenile, attached as Exhibit 6, or a form reasonably similar, must be completed when information is requested.

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**Denial of Parental Access.** The responsible authority or designee may deny parental access to private data when the juvenile requests this denial and the responsible authority or designee determines that withholding the data would be in the best interest of the juvenile, pursuant to Minnesota Statutes Section 13.384, Subdivision 3. The request from the juvenile must be in writing stating the reasons for the request. In determining the best interest of the juvenile, the responsible authority or designee will consider:

- Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences;
- Whether denying access may protect the juvenile from physical or emotional harm;
- Whether there are reasonable grounds to support the juvenile’s reasons; and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.346. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor.

V. **Data Not on Individuals.**

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Information not on individuals is classified by law as public, nonpublic, or protected nonpublic.

A. **People Entitled to Access**

*Public* information that is not about an individual may be shown or given to anyone.

*Nonpublic* information that is not about an individual may not be shown or given to the public, but may be shown or given to:

- The subject of that data, if any.
- A person who has been given access by the express written consent of the data subject. This consent must be on the Consent to Release Private Data form, attached as Exhibit 4, or a form reasonably similar.
- People who are authorized access by the federal, state, or local law or court order.
- People about whom the subject was advised at the time the data was collected. A Tennessee Warning, attached as Exhibit 5, or a form reasonably similar, must be completed when information is requested.
- People within the City staff, the City Council, Police Department, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

*Protected Nonpublic* information that is not about an individual may **not** be shown or given to the subject of the data, or to the public, but may be shown or given to:

- People who are authorized access by federal, state, or local law or court order.
- People within the City staff, the City Council, Police Department and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

B. **Request.** Any individual may make a request, in writing, for public data not on individuals.

C. **Identification of Requesting Party.** The responsible authority or designee must verify the identity of the requesting party as a person entitled to access of non-public data. This can be through personal knowledge, presentation of written identification,

comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

## VI. Data on Decedents.

Information on decedents is classified as public, private, or confidential. Upon the death of a data subject, private data and confidential data become classified as private data on a decedent and confidential data on a decedent. Private data on a decedent and confidential data on a decedent become public ten (10) years after the individual's death and thirty (30) years after the creation of the data. There is a presumption of death if ninety (90) years has passed since the data was created or the persons birth unless there is proof otherwise.

### A. People entitled to Access.

*Public* information about a decedent may be shown or given to anyone.

*Private* information about a decedent may not be shown or given to the public, but may be shown or given to:

- The representative of the decedent.
- A person who has been given access by the express written consent of the data subject. This consent must be on the Consent to Release Private Data form, attached as Exhibit 4, or a form reasonably similar.
- People who are authorized access by the federal, state, or local law or court order.
- People about whom the individual was advised at the time the data was collected. A Tennessee Warning, attached as Exhibit 5, or a form reasonably similar, must be completed when information is requested.
- People within the City staff, the City Council, Police Department, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

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*Confidential* information about a decedent may **not** be shown or given to the representative, or to the public, but may be shown or given to:

- People who have authorized access by federal, state, or local law or court order.
- People within the City staff, the City Council, Police Department, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.
- A trustee in cases of a wrongful death action.



**B. Request.** Any individual may request public data on decedents.

**C. Identification of Requesting Party.** The responsible authority or designee must verify the identity of the requesting party as a person entitled to access of non-public data. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

## **VII. Collection of Data on Individuals.**

The collection and storage of information about individuals will be limited to that necessary for the administration and management of programs specifically authorized by the state legislature, city council, or federal government.

When an individual is asked to supply private or confidential information about the individual, the member of the Police Department requesting the information must give the individual a *Tennessee* warning. This warning must contain the following:

- the purpose and intended use of the requested data,
- whether the individual may refuse or is legally required to supply the requested data,
- any known consequences from supplying or refusing to supply the information, and
- the identity of other persons or entities authorized by state or federal law to receive the data.

A *Tennessee* warning is not required when an individual is requested to supply investigative data to a law enforcement officer. A *Tennessee* warning may be on a separate form or may be incorporated into the form which requests the private or confidential data. See attached [Exhibit 65](#).

## **VIII. Challenge to Data Accuracy.**

An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the Police Department. The individual must notify the City's responsible authority or the Police Department designee, listed on [Exhibit 1](#), in writing describing the nature of the disagreement. Within 30 days, the responsible authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the authority believes the data to be correct.

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An individual who is dissatisfied with the responsible authority's action may appeal to the Commissioners of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The responsible authority will correct any data if so ordered by the Commissioner.

**IX. Complaints.**

An individual may file a complaint alleging a violation of the MGDPA with the district court pursuant to Minnesota Statutes Section 13.08, Subdivision 4, as it may be amended from time to time or with the Office of Administrative Hearings pursuant to Minnesota Statutes Section 13.085, as it may be amended from time to time.

**X. Data Protection.**

**A. Accuracy and Currency of Data.**

All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate supervisor, City Administrator, Police Chief, or Finance Director, which is necessary for tax, insurance, emergency notification, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.

Department heads should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous. All records must be disposed of according to the City's records retention schedule.

**B. Data Safeguards.**

Not public data are any data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

Not public data will be stored in files or databases, which are not readily accessible to individuals who do not have authorized access, and which will be secured during hours when the offices are closed.

Not public data must be kept only in City or Police Department offices, except when necessary for City or Police Department business.

Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain not public data. These employees will be instructed to:

- not discuss, disclose, or otherwise release not public data to City or Police Department employees whose job responsibilities do not require access to the data,
- not leave not public data where non-authorized individuals might see it, and
- shred not public data before discarding.

When a contract with an outside party requires access to not public data, the contracting party will be required to use and disseminate the information consistent with the MGDPA.

**C. Investigation of Data Breaches.**

Pursuant to Minnesota Statutes Section 13.055, as it may be amended from time to time, if the Police Department discovers a data breach, it must disclose that breach to the subject of the data, and the person must be informed that the entity will perform an investigation of the data breach, and instructions on how the report can be accessed after completion. The report must contain, at a minimum, the following information:

- A description of the type of data that was accessed or acquired,
- The number of individuals whose data was improperly accessed or acquired,
- If there has been a final disposition of disciplinary action, the name of each employee determined to be responsible for the unauthorized access or acquisition, and
- The final disposition of any disciplinary action taken against each employee in response.

The responsible authority or Police Department designee shall issue the above-mentioned report.

**D. Annual Security Assessment.**

Pursuant to Minnesota Statutes Section 13.055, as it may be amended from time to time, the Police Chief shall conduct a comprehensive security assessment of any personal information maintained by the Police Department.

**E. Employee Penalties.**

Pursuant to Minnesota Statutes Section 13.09, as it may be amended from time to time, the knowing unauthorized acquisition of not public data is a misdemeanor and constitutes just cause for suspension without pay or dismissal of the Police Department employee.

**F. Not Public Data.**

Data that is not public data will be referred to in these Procedures as not public data.

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**XI. Criminal Investigative Data.**

Pursuant to Minnesota Statutes Section 13.82, criminal investigative data collected or created by a law enforcement agency in order to prepare a case against a person, whether known or unknown, for the commission of a crime or other offense for which the agency has primary investigative responsibility is confidential or protected nonpublic while the investigation is active. [The City of Hermantown maintains an inventory of private and nonpublic data categories and classifications identified on Exhibit 8 attached hereto.](#) Certain arrest, request for service, and response or incident data is public and upon request, the responsible authority or designee shall provide such data on the form attached as [Exhibit 7.](#) However, the identity of certain individuals may be protected, including juvenile witnesses when the police department reasonably determines that the subject matter of the investigation justifies protecting the identity of the witness. This shall be at the discretion and in the best judgment of the responsible authority for designee.

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**XII. Access to Data for Crime Victims.**

Pursuant to Minnesota Statutes Section 13.82, subdivision 13, upon receipt of a written request, the prosecuting authority shall release investigative data collected by the Hermantown Police Department to the victim of a criminal act or alleged criminal act or to the victim’s legal representative unless the release to the individual subject of the data would be prohibited under section 13.821 or the prosecuting authority reasonably believes:

- (a) that the release of that data will interfere with the investigation; or
- (b) that the request is prompted by a desire on the part of the requester to engage in unlawful activities.

**XIII. Mental Health Crisis Data.**

[The Hermantown Police Department is encouraged to seek and utilize information from mental health professionals, practitioners, and other care providers to aid in the safe resolution of individual crisis situations. The Hermantown Police Department may initiate requests for this information when practicable and deemed advisable. Information obtained in response to such requests shall be documented, utilized, and retained in accordance with applicable laws and the Mental Health Crisis Data Policy identified on Exhibit 9 attached hereto.](#)

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**XIV. Copyrighted Data.**

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Certain data may be protected under the copyright laws of the United States. Copyrighted data may be shown to a requestor, but the City may not make copies of copyrighted data unless authorized to do so by court order (see e.g. *National Council on Teacher Quality v. Minnesota State Colleges & Universities, et al*, 2013 WL 3968735 (Minn. Ct. App. 2013)). A warning in the form of the one attached as [Exhibit 910](#), or a form containing reasonably similar language, must

be included at the beginning of any reproduction of any material made by the Hermantown Police Department, including so called WatchGuard DVDs.

Revised --/~~2020~~2022

City of Hermantown Police Department  
5111 Maple Grove Road Hermantown, MN 55811  
218-729-1200 (phone)  
218-729-1201 (fax)  
**[www.hermantownmn.com](http://www.hermantownmn.com)**

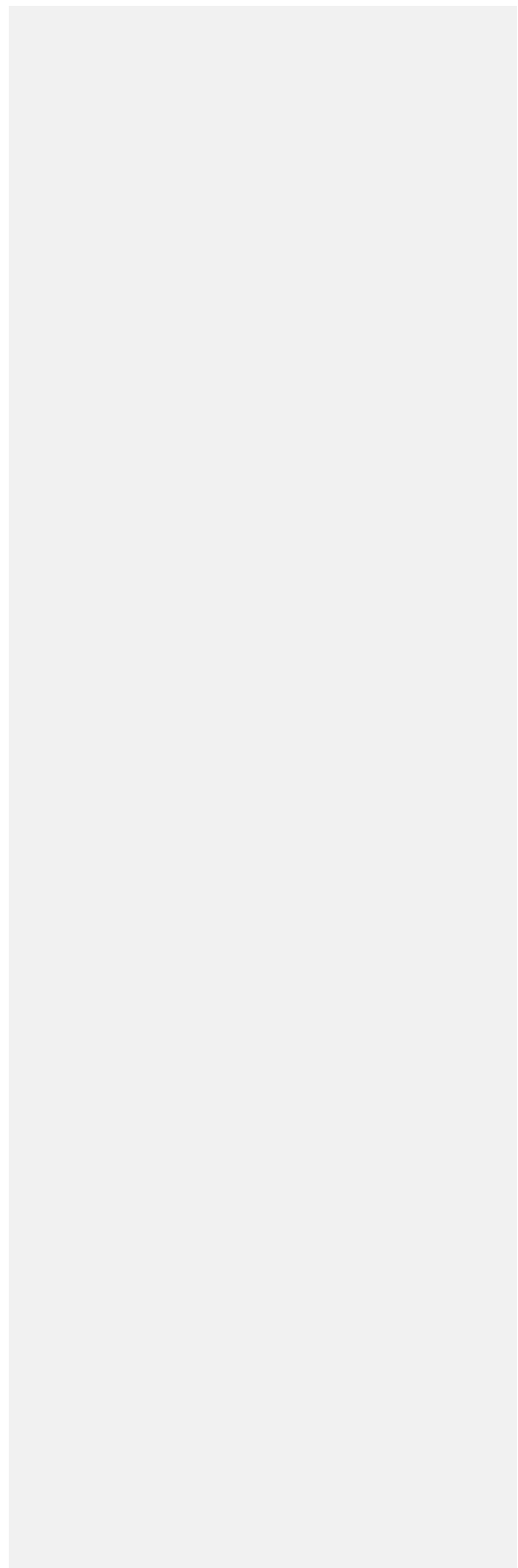
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**EXHIBIT 1**

Police Commander Mark Gunderson or his designee.

**EXHIBIT 2**





**CITY OF HERMANTOWN**  
**INFORMATION DISCLOSURE REQUEST FORM**  
 Minnesota Government Data Practices Act

**A. Completed by Requester**

REQUESTER NAME (Last, First, M): _____	DATE OF REQUEST: _____
STREET ADDRESS: _____	PHONE NUMBER: _____
CITY, STATE, ZIP CODE: _____	SIGNATURE: _____
DESCRIPTION OF THE INFORMATION REQUESTED:	

**B. Completed by Department**

DEPARTMENT NAME: _____	HANDLED BY: _____
INFORMATION CLASSIFIED AS: ACTION: <input type="checkbox"/> PUBLIC <input type="checkbox"/> NON-PUBLIC <input type="checkbox"/> APPROVED <input type="checkbox"/> PRIVATE <input type="checkbox"/> PROTECTED-NON-PUBLIC <input type="checkbox"/> APPROVED-IN PART <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> DENIED	
REMARKS OR BASIS FOR DENIAL INCLUDING STATUTE SECTION:	
PHOTOCOPYING CHARGES: _____ Identity verified for private information: <input type="checkbox"/> None <input type="checkbox"/> IDENTIFICATION: DRIVERS LICENSE, STATE ID, ETC. <input type="checkbox"/> PAGES X _____ CENTS = _____ COMPARISON WITH SIGNATURE ON FILE <input type="checkbox"/> SPECIAL RATE _____ (attach explanation) _____ PERSONAL KNOWLEDGE <input type="checkbox"/> OTHER: _____	
AUTHORIZED SIGNATURE: _____	DATE: _____

*\*The information that you are asked to provide is classified by state law as public. Our purpose and intended use of this information is to consider your request. You are not legally required to provide this information. You may refuse to provide this information. If you do not provide the requested information we will not be able to contact you to let you know when the response to your request has been completed. Other persons or entities may be authorized by law to receive this information.*

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**CITY OF HERMANTOWN**  
**HERMANTOWN POLICE**  
**DEPARTMENT**  
**INFORMATION DISCLOSURE**  
**REQUEST FORM**

**(Minnesota Government Data Practices Act)**

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1.) Completed by Requester

- Requester Name (Last, First, MI):
- Street Address:
- City, State, Zip Code:
- Telephone Number:
- Date of Request:
- Description of Information Requested:

Requester Signature: \_\_\_\_\_

2.) Completed by Department

- Department Name:
- Handled by:
- Information Classified As
  - Public:
  - Non-Public:
  - Private:
  - Protected Non-Public:
  - Confidential:
- Action Approved:
  - Approved in Part:
  - Denied:
- Remarks or Basis for Denial Including Statute Section:

• Photocopying Charges

- None:
- \_\_\_\_\_ Pages x \_\_\_\_\_ Cents = \_\_\_\_\_
- Special Rate \_\_\_\_\_ (attach explanation)

• Identity verified for private information:

- Identification: Drivers License, State ID, etc.:
- Comparison with Signature on File: Personal
- Knowledge:

Other: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Tennessee Warning - Data Practice Advisory**

Some or all of the information that you are asked to provide on the attached application is classified by state law as either private or confidential. Private data is information, which generally cannot be given to the public, but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data. Our purpose and intended use of this information is to consider your application. You are not legally required to provide this information. You may refuse to provide this information. The consequences of supplying or refusing to supply data are that your application may not be considered or it may be denied. Other persons or entities may be authorized by law to receive the information.



**EXHIBIT 3**

### **Policy for Fees for Providing Copies of Public Government Data**

Minnesota Statutes, section 13.03 provides that, if a person requests copies or electronic transmittal of public government data, the Responsible Authority for the government entity may require the requester to pay a fee.

Below are the two methods of calculating fees, pursuant to Minnesota Statutes 13.03. There are two scenarios when copies are requested; either the request is for 100 or fewer pages of black and white legal-size paper, or the request is for 101 or more pages of black and white legal-size paper.

If a fee for responding to a data request as calculated below is less than \$5.00, no fee will be charged unless the data request is part of a series of requests that is designed to avoid the imposition of a fee.

Acceptable forms of payment include:

- Credit and debit cards,
- Cash,
- Money orders, and other forms of direct money transfers.

#### **Fee Calculation Method I**

If 100 or fewer pages of black and white, letter or legal-size paper copies are requested, the entity may charge a per-page fee of not more than 25 cents for each page copied and 50 cents for a two-sided copy. The entity is authorized to charge only the per-page fee and cannot require the requester to pay any of the actual costs listed in Fee Calculation Method II. This provision should not be interpreted to permit division of a single request into requests for copies of fewer than 100 pages in order to avoid charging a fee based on the actual costs of providing copies.

Exceptions:

The entity may require the requester to pay the actual costs of providing a copy of data in a format or program than is different from how the City stores the data.

All fees must be paid prior to the data being released to the requestor.

#### **Fee Calculation Method II**

If 101 or more pages of black and white, letter or legal size paper copies are requested, , the entity may require the requester to pay the actual costs of searching for and retrieving the data, including the cost of employee time, and for making, certifying, compiling and electronically transmitting copies of the data or the data themselves (Minnesota Statutes, Section 13.03, Subdivision 3c).

Additional criteria for determining copy costs using Method II are set forth at Minnesota Rules, part 1205.0300, subpart 4. The entity may not charge a minimum fee. Certain advisory opinions, issued pursuant to Minnesota Statutes, Section 13.072, have established the following criteria for determining copy costs using Method II. (See the opinion index on IPAD's website; specifically, the topical index category, Copy costs.)

The City may require a deposit of \$500.00 on all requests that the Responsible Authority determines will be over 100 pages. Such deposit shall be made prior to the City compiling the data. If this amount is in excess of the actual costs incurred by the City then the excess amount shall be returned when the data is released to the requestor. If this amount is less than the actual amount incurred by the City then the additional amount will be required to be paid before the data is released to the requestor.

**Costs that May be Included in the Calculation of Actual Costs:**

- ◆ Staff time required to:
  - Retrieve documents and/or data which are responsive to the request.
  - Sort and label documents, if necessary, to identify the data to be copied.
  - Remove staples or paper clips.
  - Take documents to copier for copying documents.

*Notes:* The entity may not assess a fee for labor costs (wages/salary plus benefits) that exceed those of the lowest-paid employee who could complete the task(s) performed. The requirement that data be kept in a manner that makes them easily accessible for convenient use may limit the entity in charging for stafftime.

- ◆ Materials (paper, copier ink, staples, magnetic tapes, video or audio cassettes, etc.)
- ◆ If the data is electronically stored, the time required to electronically organize, compile, and label the data responsive to the request.
- ◆ Special costs associated with making copies from computerized data, such as writing or modifying a computer program to format data.
- ◆ Mailing costs
- ◆ Vehicle costs directly involved in transporting data to the appropriate facility when necessary to provide copies (for example, when the entity is unable to provide copying services for photographs, oversized documents, videos, etc.)
- ◆ Electricity costs when the requester uses own scanner to make an unusually large number of copies

**Costs that *may not* be included:**

- ◆ Purchase or rental of copier
- ◆ Maintenance of copier
- ◆ Normal operating expenses of computer/copier, including electricity used, and machine wear/tear
- ◆ Depreciation of copier
- ◆ Staff time required to:
  - Separate public from not public data
  - Open a data request that was mailed
  - Sort, label or review data, *if not necessary* to identify the data to be copied
  - Return documents to storage
  - Provide information about the data to the requester (i.e., explain content and meaning of data)
  - Prepare data for mailing
  - Prepare cover letter, fax sheet or invoice for copies
  - Credit payment and perform other associated accounting functions

*Note:* The entity may not assess a fee for labor costs (wages/salary plus benefits) that exceed those of the lowest-paid employee who could complete the task(s) performed
- ◆ Administrative costs that are not related to copying
- ◆ Records storage
- ◆ Sales tax
- ◆ The entire cost of operating a multi-tasked computer for a measured unit of time, when fulfilling a request for copies was only one of the tasks performed during that unit of time
- ◆ Costs incurred because data are not maintained in a manner that makes them easily accessible for convenient use
- ◆ Search and retrieval costs when data are inspected but no copies are requested

|

**EXHIBIT 4**



**CONSENT TO RELEASE PRIVATE DATA**

I, \_\_\_\_\_, authorize the City of Hermantown ("City") to release the following private data about me:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ to the following person or people:

\_\_\_\_\_

\_\_\_\_\_

The person or people receiving the private data may use it only for the following purpose or purposes: \_\_\_

\_\_\_\_\_

This authorization is dated \_\_\_\_\_ and expires on \_\_\_\_\_.

The expiration cannot exceed one year from the date of the authorization, except in the case of authorizations given in connection with applications for life insurance or noncancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.

**I agree to give up and waive all claims that I might have against the City, its agents, and employees for releasing data pursuant to this request.**

The undersigned has read this form and understands it.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature and Title (if signing on behalf of an entity)

**IDENTITY VERIFIED BY:**

Witness: X \_\_\_\_\_

Identification: Driver's License, State ID, Passport, other: \_\_\_\_\_

Comparison with signature on file

Other: \_\_\_\_\_

Responsible Authority/Designee: \_\_\_\_\_

**EXHIBIT 5**

**TENNESSEN WARNING**  
**Data Practices Advisory**

The information that you are asked to provide is classified by state law as either public, private, or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider: \_\_\_\_\_  
\_\_\_\_\_.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your request or application may not be considered or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows: \_\_\_\_\_  
\_\_\_\_\_.

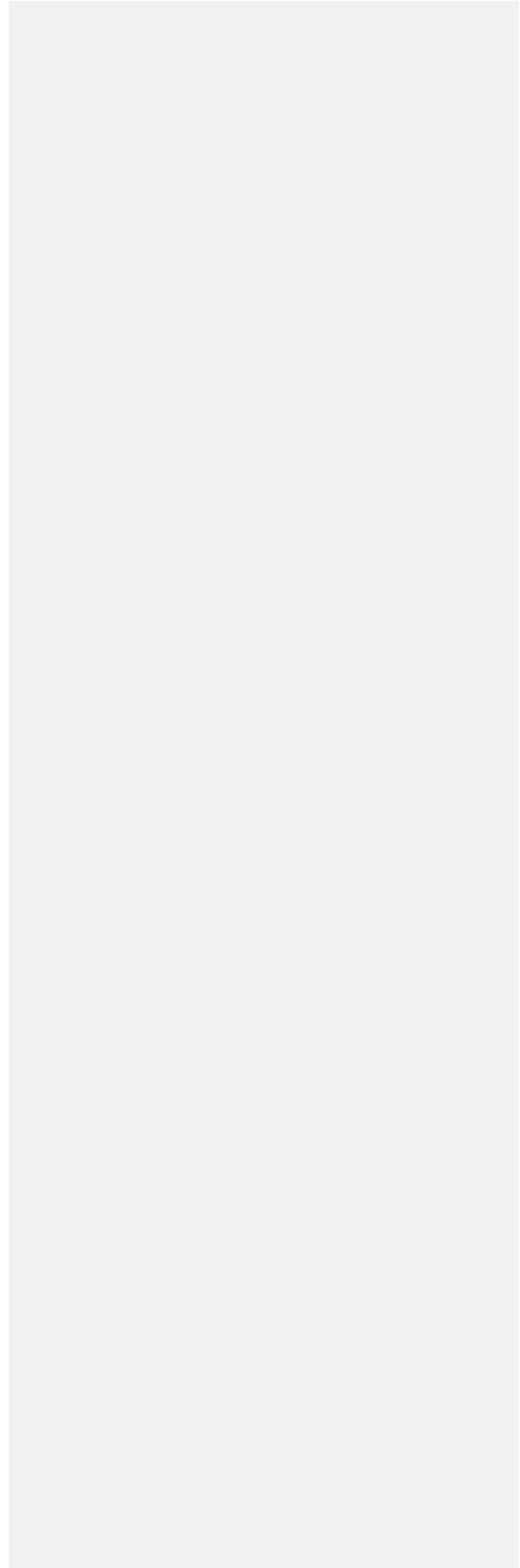
The undersigned has read this advisory and understands it.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature and Title (if signing on behalf of an entity)

**EXHIBIT 6**



**TENNESSEN WARNING - JUVENILE  
Data Practices Advisory**

The information that you are asked to provide is classified by state law as either public, private, or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider: \_\_\_\_\_  
\_\_\_\_\_.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your request or application may not be considered or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows: \_\_\_\_\_  
\_\_\_\_\_.

If you are providing private data, you may request that the private data not be released to your parent or guardian. Please state any such request here: \_\_\_\_\_  
\_\_\_\_\_.

The undersigned has read this advisory and understands it.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature and Title

|

**EXHIBIT 7**

### SAMPLE CONTRACT PROVISION

~~**Data Practices Compliance.** Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13 (the "MGDPA"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.~~

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**EXHIBIT 78**



**CITY OF HERMANTOWN POLICE DEPARTMENT**

**ARREST / REQUEST FOR SERVICE / RESPONSE OR INCIDENT DATA**

Pursuant to Minnesota Statutes Section 13.82, Subdivisions 2, 3 and 6 certain data created or collected by the Hermantown Police Department, which documents the agency's response to a request for service including, but not limited to, responses to traffic accidents, or which describes actions taken by the agency including arrests may be public government data.

The following is public data:

1. Date, time and place of the action;
2. The nature of the request or the activity complained of;
3. The name and address of the individual making the request unless the identity of the individual qualifies for protection under subdivision 17;
4. The response initiated and the response or incident report number;
5. Agencies, units of agencies and individual agency personnel participating in the action unless the identities of agency personnel qualify for protection under subdivision 17;
6. Any resistance encountered by the agency;
7. Any pursuit engaged in by the agency;
8. Whether any weapons were used by the agency or other individuals;
9. A brief factual reconstruction of events associated with the action;
10. Names and addresses of witnesses to the agency action or the incident unless the identity of any witness qualifies for protection under subdivision 17;
11. Names and addresses of any victims or casualties unless the identities of those individuals qualify for protection under subdivision 17;
12. The name and location of the health care facility to which victims or casualties were taken;
13. Dates of birth of the parties involved in a traffic accident;
14. Whether the parties involved were wearing seat belts;
15. The alcohol concentration of each driver;
16. The charge, arrest or search warrants, or other legal basis for the action;

17. Whether and where the individual is being held in custody or is being incarcerated by the agency;
18. The date, time and legal basis for any transfer of custody and the identity of the agency or person who received custody;
19. The date, time and legal basis for any release from custody or incarceration;
20. The name, age, sex and last known address of an adult person or the age and sex of any juvenile person cited, arrested, incarcerated or otherwise substantially deprived of liberty;
21. Whether the agency employed an automated license plate reader, wiretaps or other eavesdropping techniques, unless the release of this specific data would jeopardize an ongoing investigation; and
22. The manner in which the agencies received the information that led to the arrest and the names of individuals who supplied the information unless the identities of those individuals qualify for protection under subdivision 17.

|

**EXHIBIT 89**

## DATA INVENTORY

This is an inventory of private and nonpublic data categories and classifications at the City of Hermantown Police Department. All other data are presumed public.

Not public data are only accessible to police officers, clerical staff, and attorneys (“Hermantown Police Department Staff”) whose work assignments reasonably require access to that data.

City of Hermantown Police Department  
5111 Maple Grove Road  
Hermantown, MN 55811

Police Department Data Practices Compliance Official: Police Commander Mark Gunderson,  
gunderson@hermantownmn.com, (218) 729-1200.

Responsible Authority: Jackie Dolentz, jdolentz@hermantownmn.com, (218)729-3600.

### Category of Data:

#### Criminal Investigative Data

Investigative data collected or created by the Hermantown Police Department in order to prepare a case against a person, whether known or unknown, for the commission of a crime is classified as private, confidential and/or protected non-public while the investigation is active pursuant to Minnesota Statutes § 13.82. See also, Minnesota Statutes §§ 13.80, 13.85, 13.87, 169.09, 168.10, 169A.70, 171.043, 171.07, 171.071, 171.12, 171.32, 299A.61, 299C.065, 299C.091, 299C.093, 299C.095, 299C.46, 299C.48, 299C.53, 299C.56, 611.272, 626.53, 609.324, 609.3452, 609.3471, 626.556, 626.5563, 626.557, 626.558, 626.5593, 626.89, 629.341, 260B.171, 260B.198, 260B.235, 299C.68, 299F.035, 299F.04, 299F.05, 299F.054, 299F.055, 299F.056, 299F.095, and 299F.096.

Employee Work Access: All Hermantown Police Department Staff.

#### Computer Data

Electronic access data may be classified as private and/or non-public pursuant to Minnesota Statute § 13.15.

Employee Work Access: All Hermantown Police Department Staff.

#### Security Data

Government data the disclosure of which would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury is classified as private and/or non-public pursuant to Minnesota Statutes § 13.37.

Employee Work Access: Command Staff.

#### Personnel Data

Data on current and former employees, applicants, or volunteers are or may be classified as private pursuant to Minnesota Statutes § 13.47.

Employee Work Access: Command Staff.

**Background Investigation and Criminal History Check Data**

Background Investigations and/or Criminal History Check data may be classified as private and/or confidential pursuant to Minnesota Statute §§ 13.82 and 13.87.

Employee Work Access: All Hermantown Police Department Staff.

**Child Abuse Identity Data**

Active or inactive investigative data that identify a victim of child abuse or neglect are private data and active or inactive investigative data that identify a reporter of child abuse or neglect are classified as confidential pursuant to Minnesota Statutes § 13.82, subd. 8.

Employee Work Access: All Hermantown Police Department Staff.

**Vulnerable Adult Identity Data**

Active or inactive investigative data that identify a victim of vulnerable adult maltreatment are private data and active or inactive investigative data that identify a reporter of vulnerable adult maltreatment are classified as private pursuant to Minnesota Statutes § 13.82, subd. 10.

Employee Work Access: All Hermantown Police Department Staff.

**Juvenile Data.**

Active or inactive investigative data regarding juveniles are or may be classified as private pursuant to Minnesota Statutes Chapter 260B and Section 13.82.

Employee Work Access: All Hermantown Police Department Staff.

**Firearms Data**

Data about the purchase or transfer of firearms and applications for permits to carry firearms is classified as private pursuant to Minnesota Statutes § 13.87.

Employee Work Access: All Hermantown Police Department Staff.

**Examination Data**

Completed versions of personnel and licensing examinations are Private Data, unless the Responsible Authority determines that they should be confidential because access would compromise the objectivity, fairness, or integrity of the examination process pursuant to Minnesota Statutes § 13.34.

Employee Work Access: Command Staff.

**Property Data**

Identities of individuals that register complaints concerning the use of real property are classified as confidential pursuant to Minnesota Statutes § 13.44.

Employee Work Access: All Hermantown Police Department Staff.

**Automated License Plate Reader Data**

Data collected by an automated license plate reader are classified as private and/or nonpublic pursuant to Minnesota Statutes § 13.824.

**Employee Work Access**

Chief of Police and his/her designees

EXHIBIT 9

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<u>Handbook for the City of Hermantown</u>		
<u>Policy</u>		<u>Procedure</u>
<u>Date Adopted</u> August 1, 2022	<u>Title: Mental Health Crisis Data</u>	<u>Section: Emergency Services</u>
<u>Revision Dates: N/A</u>		<u>Page:</u>

**Section 1. Purpose**

Minnesota law requires certain entities and mental health providers to supply information to law enforcement, upon proper request, to aid in safely addressing a pending mental health crisis. This policy establishes procedures for requesting, documenting, using, retaining, and safeguarding the privacy of such information.

**Section 2. Policy**

It is the policy of the Hermantown Police Department to encourage officers to seek and utilize information from mental health professionals, practitioners, and other care providers to aid in the safe resolution of individual crisis situations. Officers of the Hermantown Police Department may initiate requests for this information when practicable and deemed advisable. Information obtained in response to such requests shall be documented, utilized, and retained in accordance with applicable laws and this policy.

**Section 3. Definitions**

The following phrases and words have special meanings as used in this policy:

- 3.1. **Mental Health Crisis Data (MHCD)** means data on individual clients or patients that is sought and received from community mental health centers, mental health divisions of counties and providers under contract with them, or private sector mental health providers for the purpose of safely responding to a mental health crisis.
- 3.2. **Person in Crisis (PIC)** refers to an individual who is experiencing or is suspected or reported to be experiencing a mental health crisis.
- 3.3. **Requestee** refers to an entity or individual asked to supply Mental Health Crisis Data to a law enforcement agency.
- 3.4. **Requestor** refers to an officer or employee of this agency who makes a request for Mental Health Crisis Data.

**Section 4. When MHCD may be Sought**

Provisions of the Minnesota Government Data Practices Act (Minn. Stat. § 13.46, subd. 7) and the Minnesota Health Records Act (Minn. Stat. § 144.294, subd. 2) require mental health providers and certain entities to supply information to law enforcement when a client or patient is currently involved in a mental health crisis, and disclosure of the information is necessary to protect the health and safety of that person or another. These laws use the definition of “mental health crisis” found in Minnesota Statutes, § 256B.0624, subdivision 2(j):

“Mental health crisis” is a behavioral, emotional, or psychiatric situation that, without the provision of crisis response services, would likely result in significantly reducing the recipient’s levels of functioning in primary activities of daily living, in an emergency situation under section 62Q.55, or in the placement of the recipient in a more restrictive

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setting, including but not limited to inpatient hospitalization.

A situation will qualify as a mental health crisis under this definition, thus enabling the agency to seek mental health data, if:

4.1. The subject appears to be experiencing a behavioral, emotional, or psychiatric episode, and

4.1.1. It would likely result in one of the following outcomes, absent the assistance of a mobile crisis provider:

4.1.2. The person being unable to take care of basic functions like bathing, eating, dressing, and toileting; or

4.1.3. The person needing to be transported to a hospital for an emergency medical condition; or

4.2. The person being taken into custody for a transport hold; and

4.3. The information being sought is necessary to protect the health or safety of the PIC or another.

### **Section 5. Requesting and Obtaining MHCD:**

The Hermantown Police Department should adhere to the following procedures in requesting MHCD:

5.1. Officers responding to a mental health crisis may request information themselves or have another officer, a dispatcher, or appropriate staff member contact requestees with information requests.

5.2. Entities and individuals that are obligated to respond to requests for information include community mental health centers, mental health divisions of a county, and mental health providers including psychiatrists, psychologists, therapists, mental health professionals, mental health practitioners, and case managers.

5.3. The purpose of making a request is to obtain information from a mental health provider, familiar with the PIC, about strategies for safely responding to and resolving the pending crisis. To that end, the requestee is obligated to provide a name and phone number for the PIC's psychiatrist, psychologist, therapist, mental health professional, practitioner, or case manager, if known; and strategies to address the mental health crisis.

5.4. Under the law, the requestee is to provide law enforcement with the minimum information necessary to safely respond to the mental health crisis. It may be necessary and appropriate for the requestor to share information with the requestee about the dynamics and circumstances of the crisis in order to demonstrate law enforcement's need for information. Requestors should not ask for information about the PIC's diagnosis.

5.5. Once obtained, MHCD may be shared with other officers and members of this agency as is reasonably necessary to safely address the crisis. The information may not be used for any other purpose.

### **Section 6. Data Practices**

The following shall apply to mental health crisis data obtained by this agency:

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6.1. What to document. The requestor shall document their own identity, the name of the PIC, and the identity of the person (or entity, if the name of the person is not available) that supplied data in response to the request for MHCD. In addition:

6.1.1. Information obtained about strategies for resolving crisis situations with the PIC, including any circumstances that call for particular approaches, should be documented.

6.1.2. Any information that the requestee provided about the PIC's diagnosis should not be documented.

6.1.3. The officer assigned as primary on the call shall ensure that the PIC is informed that mental health data was obtained, and that this notification to the PIC is documented.

6.2. How to label and store the information. Incident reports that contain MHCD shall be labeled or flagged as such. This data may only be stored on and accessed through any city owned device and any city or personally owned and approved devices.

6.3. Private data. MHCD is and shall be administered as private data on the person in crisis.

6.4. Accessing stored MHCD. Officers and other agency personnel may access MHCD data only when their job assignment reasonably requires access to it. For a peace officer, a business need exists if it is foreseeable that the officer may be tasked in the future to respond to a mental health crisis involving the person who is the subject of the MHCD.

6.5. Use of MHCD. MHCD may only be used for purposes of responding to mental health crisis situations involving the individual PIC. The data may not be used for any other purpose, such as furthering a criminal investigation or in connection with a charging decision.

6.6. Retention of MHCD. MHCD shall be maintained for a period of three (3) following the latest mental health crisis known to the agency involving the subject of the MHCD, after which it shall be disposed of in such a way as to prevent its contents from being determined.

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**EXHIBIT\_10**

**WARNING**

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**TO:** Mayor & City Council

**FROM:** Jackie Dolentz, City Clerk



**DATE:** July 27, 2022

**Meeting Date:** 08/01/2022

**SUBJECT:** Annual Review of Minnesota  
Government Data Practices Act  
City Hall Procedures

**Agenda Item:** 12-D

**Resolution:** 2022-102

---

### **REQUESTED ACTION**

Annual review of Minnesota Government Data Practice Act City Hall Procedures.

---

### **BACKGROUND**

Minnesota Statutes § 13.025 requires that the City of Hermantown Minnesota Government Data Practices Act City Hall Procedures be reviewed annually and updated as necessary to reflect legislative changes or administrative changes in personnel, procedures, or other circumstances.

The changes are minimal, are redlined in blue, no substantive changes were made to the Minnesota Government Data Practices Act this year. This Resolution affirms that the policies are up to date and do not require any amendment this year.

---

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

N/A

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### **ATTACHMENTS**

Resolution Approving An Update To The City Of Hermantown Minnesota Government Data Practices Act City Hall Procedures

**Resolution No. 2022-102**

**RESOLUTION APPROVING AN UPDATE TO THE CITY OF HERMANTOWN  
MINNESOTA GOVERNMENT DATA PRACTICES ACT  
CITY HALL PROCEDURES**

WHEREAS, pursuant to Minnesota Statutes Section 13.03, subdivision 2, the City of Hermantown is required to have procedures in place to respond to requests for data under the Minnesota Government Data Practices Act; and

WHEREAS, pursuant to Minnesota Statutes Section 13.025, subdivisions 2 and 3, the City of Hermantown is required to review the procedures on an annual basis.

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

1. The amended City of Hermantown City Hall Minnesota Government Data Practices Act Procedures in the form of the one attached hereto as **Exhibit A** is hereby approved.

2. The Hermantown City Hall staff are authorized and directed to proceed in accordance with such amended City of Hermantown City Hall Minnesota Government Data Practices Act Procedures.

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

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

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted August 1, 2022.



**MINNESOTA GOVERNMENT DATA PRACTICES ACT**

**CITY HALL PROCEDURES**

## **I. Introduction.**

These procedures are adopted by the City of Hermantown (“City”) for use by City Hall to comply with the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Chapter 13 of the Minnesota Statutes.

All information maintained by the City is public unless classified as not public by a state statute or a federal law. Any person has the right to inspect and copy public data. The person also has the right to have an explanation of the meaning of the public data.

## **II. Responsible Authority and Data Practices Compliance Official.**

The person who is the responsible authority for the City under the MGDPA is the City Clerk. All MGDPA requests must be submitted in writing, by mail or email, to the responsible authority or a designee who will then respond to the MGDPA request. The designee(s) for City Hall are listed on attached Exhibit 1. The City Clerk is also the data practices compliance official for City Hall and is responsible for answering questions, concerns, or complaints regarding problems in obtaining access to City Hall information.

## **III. Requests for Data.**

### **A. Form of Request and Response.**

**Request.** The request for data must be written. A City of Hermantown Information Disclosure Request Form (“MGDPA Request Form”) must be completed, which is attached hereto as Exhibit 2 and sent to the responsible authority by mail or email.

An individual is not required to provide his/her name on the MGDPA Request Form; however, the burden is then on the individual to check with the responsible authority or designee on the status of the MGDPA request.

**Response.** The responsible authority or the designee will then respond to the MGDPA request.

If the data is maintained in electronic format and is requested to be electronic format, then it may be provided in that medium. This does not mean that the City will provide the data in an electronic format or program that is different from the format in which the City maintains the data.

### **B. Time Limits.**

**Requests.** MGDPA requests will be received and processed only during normal business hours.

**Response.** Responses to MGDPA requests will be made at the time of the request or as soon thereafter as possible. If the data requested is Data on Individuals, by the subject of the data, responses will be made at the time of the request or within ten (10) days, excluding Saturdays, Sundays, and Holidays.

Responses will be in writing, on the MGDPA Request Form submitted. If the responsible authority or the designee denies the request for data, the specific legal authority including the statutory section must be given.

- C. **Fees.** Fees will be charged according to the City's Fee Schedule and the policy attached as Exhibit 3.
- D. **Standing Requests.** A person requesting data may make a standing request to inspect or receive copies of public data. Except for standing requests for notices of meetings and copies of agendas, which remain in effect until terminated by the person requesting such data, pursuant to existing practice of the City that mimics the policy of the Minnesota Department of Administration, standing requests will expire three (3) months after the initial request unless the person requesting the data renews the standing request no more than ten (10) days prior to the expiration of the most recent standing request for such data.

#### IV. **Data on Individuals.**

Information about individual people is classified by law as public, private, or confidential.

##### A. **People Entitled to Access.**

*Public* information about an individual may be shown or given to anyone.

*Private* information about an individual may not be shown or given to the public, but may be shown or given to:

- The individual, but only once every six months, unless a dispute has arisen, or additional data has been collected.
- A person who has been given access by the express written consent of the data subject. This consent must be on the Consent to Release Private Data form, attached as Exhibit 4, or a form reasonably similar.
- People who are authorized access by the federal, state, or local law or court order.



- Data on customers of municipal utilities are private data on individuals or nonpublic data, but utility data may be released to charitable organizations when consent is given by the individual on the form attached as Exhibit 4A.
- People about whom the individual was advised at the time the data was collected. A Tennessean Warning, attached as Exhibit 5, or a form reasonably similar, must be completed when this type of information is requested.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

*Confidential* information may **not** be shown or given to the subject of the data, or to the public, but may be shown or given to:

- People who are authorized access by federal, state, or local law or court order.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

**B. Request.** Any individual may request, in writing, to know if the City has stored data about that individual and whether the data is classified as public, private, or confidential. The individual must be allowed to inspect public or private data without charge and can request an explanation of the content and the meaning of the data.

**C. Identification of Requesting Party.** The responsible authority or designee must verify the identity of the requesting party as a person entitled to access of non-public data. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**D. Summary Data.** Summary data is statistical records and reports derived from data on individuals, but which does not identify an individual by name or any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public, unless classified as otherwise by Minnesota Statute or federal law. The responsible authority or designee will prepare summary data on private or confidential data upon request if the request is in writing and the requesting party pays for the cost of preparation. Within ten (10) days of receiving a request for summary data, the responsible authority or designee must notify the requesting party about the estimated costs and collect those costs before preparing or supplying the summary data.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, programming computers to delete personal identifiers, or other reasonable means.

The responsible authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private or confidential data, and (3) the responsible authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data.

**E. Juvenile Records.** The following applies to *private* (not confidential) data about people under the age of 18.

**Parental Access.** In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile data subject. “Parent” means the parent or guardian of a juvenile data subject, or individual acting as a parent or guardian in the absence of a parent or guardian. The parent is presumed to have this right unless the responsible authority or designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.

**Notice to Juvenile.** Before requesting private data from juveniles, city personnel must notify the juveniles that they may request that the information not be given to their parent(s). A Tennessee Warning – Juvenile, attached as Exhibit 6, or a form reasonably similar, must be completed when information is requested.

**Denial of Parental Access.** The responsible authority or designee may deny parental access to private data when the juvenile requests this denial and the responsible authority or designee determines that withholding the data would be in the best interest of the juvenile, pursuant to Minnesota Statutes Section 13.384, Subdivision 3. The request from the juvenile must be in writing stating the reasons for the request. In determining the best interest of the juvenile, the responsible authority or designee will consider:

- Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect the juvenile from physical or emotional harm,
- Whether there are reasonable grounds to support the juvenile’s reasons, and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Section 144.346. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor.

**V. Data Not on Individuals.**

Information not on individuals is classified by law as public, nonpublic, or protected nonpublic.

**A. People Entitled to Access**

*Public* information that is not about an individual may be shown or given to anyone.

*Nonpublic* information that is not about an individual may not be shown or given to the public, but may be shown or given to:

- The subject of that data, if any.
- A person who has been given access by the express written consent of the data subject. This consent must be on the Consent to Release Private Data form, attached as Exhibit 4, or a form reasonably similar.
- People who are authorized access by the federal, state, or local law or court order.
- People about whom the subject was advised at the time the data was collected. A Tennessee Warning, attached as Exhibit 5, or a form reasonably similar, must be completed when information is requested.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

*Protected Nonpublic* information that is not about an individual may **not** be shown or given to the subject of the data, or to the public, but may be shown or given to:

- People who are authorized access by federal, state, or local law or court order.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

**B. Request.** Any individual may make a request, in writing, for public data not on individuals.

**C. Identification of Requesting Party.** The responsible authority or designee must verify the identity of the requesting party as a person entitled to access of non-public data. This can be through personal knowledge, presentation of written

identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

## **VI. Data on Decedents.**

Information on decedents is classified as public, private, or confidential. Upon the death of a data subject, private data and confidential data become classified as private data on a decedent and confidential data on a decedent. Private data on a decedent and confidential data on a decedent become public ten (10) years after the individual's death and thirty (30) years after the creation of the data. There is a presumption of death if ninety (90) years has passed since the data was created or the persons birth unless there is proof otherwise.

### **A. People entitled to Access.**

*Public* information about a decedent may be shown or given to anyone.

*Private* information about a decedent may not be shown or given to the public, but may be shown or given to:

- The representative of the decedent.
- A person who has been given access by the express written consent of the data subject. This consent must be on the Consent to Release Private Data form, attached as Exhibit 4, or a form reasonably similar.
- People who are authorized access by the federal, state, or local law or court order.
- People about whom the individual was advised at the time the data was collected. A Tennessee Warning, attached as Exhibit 5, or a form reasonably similar, must be completed when information is requested.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

*Confidential* information about a decedent may **not** be shown or given to the representative, or to the public, but may be shown or given to:

- People who have authorized access by federal, state, or local law or court order.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

- A trustee in cases of a wrongful death action.

**B. Request.** Any individual may request public data on decedents.

**C. Identification of Requesting Party.** The responsible authority or designee must verify the identity of the requesting party as a person entitled to access of non-public data. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

## **VII. Collection of Data on Individuals.**

The collection and storage of information about individuals will be limited to that necessary for the administration and management of programs specifically authorized by the state legislature, city council, or federal government.

When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a Tennessee warning. This warning must contain the following:

- the purpose and intended use of the requested data,
- whether the individual may refuse or is legally required to supply the requested data,
- any known consequences from supplying or refusing to supply the information, and
- the identity of other persons or entities authorized by state or federal law to receive the data.

A Tennessee warning is not required when an individual is requested to supply investigative data to a law enforcement officer.

A Tennessee warning may be on a separate form or may be incorporated into the form which requests the private or confidential data. See attached Exhibit 5.

## **VIII. Challenge to Data Accuracy.**

An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City. The individual must notify the City's responsible authority in writing, by mail or email, describing the nature of the disagreement. Within 30 days, the responsible authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past

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recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the authority believes the data to be correct.

An individual who is dissatisfied with the responsible authority's action may appeal to the Commissioners of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The responsible authority will correct any data if so ordered by the Commissioner.

**IX. Complaints.**

An individual may file a complaint alleging a violation of the MGDPA with the district court pursuant to Minnesota Statutes Section 13.08, Subdivision 4, as it may be amended from time to time or with the Office of Administrative Hearings pursuant to Minnesota Statutes Section 13.085, as it may be amended from time to time.

**X. Data Protection.**

**A. Accuracy and Currency of Data.**

All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate supervisor, City Administrator, or Finance Director, which is necessary for tax, insurance, emergency notification, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.

Department heads should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous. All records must be disposed of according to the City's records retention schedule.

**B. Data Safeguards.**

Not public data are any data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

Not public data will be stored in files or databases, which are not readily accessible to individuals who do not have authorized access, and which will be secured during hours when the offices are closed.

Not public data must be kept only in City offices, except when necessary for City business.

Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain not public data. These employees will be instructed to:

- not discuss, disclose, or otherwise release not public data to City employees whose job responsibilities do not require access to the data,

- not leave not public data where non-authorized individuals might see it, and
- shred not public data before discarding.

When a contract with an outside party requires access to not public data, the contracting party will be required to use and disseminate the information consistent with the MGDPA. The City may include in a written contract the language contained in Exhibit 7.

**C. Investigation of Data Breaches.**

Pursuant to Minnesota Statutes Section 13.055, as it may be amended from time to time, if the Hermantown City Hall discovers a data breach, it must disclose that breach to the subject of the data, and the person must be informed that the entity will perform an investigation of the data breach, and instructions on how the report can be accessed after completion. The report must contain, at a minimum, the following information:

- A description of the type of data that was accessed or acquired,
- The number of individuals whose data was improperly accessed or acquired,
- If there has been a final disposition of disciplinary action, the name of each employee determined to be responsible for the unauthorized access or acquisition, and
- The final disposition of any disciplinary action taken against each employee in response.

The Responsible Authority shall issue the above-mentioned report.

**D. Annual Security Assessment.**

Pursuant to Minnesota Statutes Section 13.055, as it may be amended from time to time, the responsible authority shall conduct a comprehensive security assessment of any personal information maintained by Hermantown City Hall.

**E. Employee Penalties.**

Pursuant to Minnesota Statutes Section 13.09, as it may be amended from time to time, the knowing unauthorized acquisition of not public data is a misdemeanor and constitutes just cause for suspension without pay or dismissal of the City employee.

**F. Not Public Data.**

Data that is not public data will be referred to in these Procedures as not public data.

**XI. Data Inventory.**

An inventory of the types of data classified as not public data maintained by City Hall as is required pursuant to Minnesota Statutes § 13.025 is attached hereto as Exhibit 8.

**XII. Copyrighted Data.**

Certain data may be protected under the copyright laws of the United States. Copyrighted data may be shown to a requestor, but the City may not make copies of copyrighted data unless authorized to do so by court order (see e.g. *National Council on Teacher Quality v. Minnesota State Colleges & Universities, et al*, 2013 WL 3968735 (Minn. Ct. App. 2013)). A warning in the form of the one attached as Exhibit 89, or a form containing reasonably similar language, must be included at the beginning of any reproduction of any material made by the City.

Revised --/~~2020~~2022

City of Hermantown  
5105 Maple Grove Road  
Hermantown, MN 55811  
218-729-3600 (phone)  
218-729-3620 (fax)  
**www.hermantownmn.com**



**EXHIBIT 1**

~~Receptionist~~ Administrative Assistant Mary Melde or her designee

**EXHIBIT 2**



## INFORMATION DISCLOSURE REQUEST FORM

### Minnesota Government Data Practices Act

**A. Completed by Requester**

REQUESTER NAME (Last, First, M.)	DATE OF REQUEST
STREET ADDRESS	CITY, STATE, ZIP CODE
SIGNATURE	PHONE NUMBER
DETAILED DESCRIPTION OF THE INFORMATION REQUESTED:	

**B. Completed by Department**

DEPARTMENT NAME:	HANDLED BY:
INFORMATION CLASSIFIED AS:	ACTION:
<input type="checkbox"/> PUBLIC <input type="checkbox"/> NON-PUBLIC <input type="checkbox"/> PRIVATE <input type="checkbox"/> PROTECTED NON-PUBLIC <input type="checkbox"/> CONFIDENTIAL	<input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED IN PART (Explain Below) <input type="checkbox"/> DENIED (Explain Below)
REMARKS OR BASIS FOR DENIAL INCLUDING STATUTE SECTION:	
PHOTOCOPYING CHARGES:	IDENTITY VERIFIED FOR PRIVATE INFORMATION:
<input type="checkbox"/> NONE <input type="checkbox"/> _____ Pages x _____ ¢ = _____ <input type="checkbox"/> Special Rate: _____ (attach explanation)	<input type="checkbox"/> IDENTIFICATION: DRIVER'S LICENSE, STATE ID, Etc. <input type="checkbox"/> PERSONAL KNOWLEDGE <input type="checkbox"/> COMPARISON WITH SIGNATURE ON FILE <input type="checkbox"/> OTHER: _____
AUTHORIZED SIGNATURE:	DATE:

**Tennessen Warning - Data Practice Advisory**

Some or all of the information that you are asked to provide on the attached application is classified by state law as either private or confidential. Private data is information, which generally cannot be given to the public, but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data. Our purpose and intended use of this information is to consider your application. You are not legally required to provide this information. You may refuse to provide this information. The consequences of supplying or refusing to supply data are that your application may not be considered or it may be denied. Other persons or entities may be authorized by law to receive the information.



**EXHIBIT 3**

Minnesota Statutes, section 13.03 provides that, if a person request copies or electronic transmittal of public government data, the Responsible Authority for the government entity may require the requester to pay a fee.

Below are the two methods of calculating fees, pursuant to Minnesota Statutes 13.03. There are two scenarios when copies are requested; either the request is for 100 or fewer pages of black and white legal-size paper, or the request is for 101 or more pages of black and white legal-size paper.

If a fee for responding to a data request as calculated below is less than \$5.00, no fee will be charged unless the data request is part of a series of request that is designed to avoid the imposition of a fee.

#### **Fee Calculation Method I**

If 100 or fewer pages of black and white, letter or legal-size paper copies are requested, the entity may charge a per-page fee of not more than 25 cents for each page copied and 50 cents for a two-sided copy. The entity is authorized to charge only the per-page fee and cannot require the requester to pay any of the actual costs listed in Fee Calculation Method II. This provision should not be interpreted to permit division of a single request into requests for copies of fewer than 100 pages in order to avoid charging a fee based on the actual costs of providing copies.

Exceptions:

The entity may require the requester to pay the actual costs of providing a copy of data in a format or program than is different from how the City stores the data.

The entity may require the requester to pay the actual costs of making and certifying copies of individual data and data that has commercial value.

All fees must be paid prior to the data being released to the requestor.

Acceptable forms of payment include:

- Credit and debit cards,
- Checks,
- Cash,
- Money orders, and other forms of direct money transfers.

#### **Fee Calculation Method II**

If 101 or more pages of black and white, letter or legal size paper copies are requested, , the entity may require the requester to pay the actual costs of searching for and retrieving

the data, including the cost of employee time, and for making, certifying, compiling and electronically transmitting copies of the data or the data themselves (Minnesota Statutes, Section 13.03, Subdivision 3c).

Additional criteria for determining copy costs using Method II are set forth at Minnesota Rules, part 1205.0300, subpart 4. The entity may not charge a minimum fee. Certain advisory opinions issued pursuant to Minnesota Statutes, Section 13.072, have established the following criteria for determining copy costs using Method II. (See the opinion index on IPAD's website; specifically, the topical index category, Copy costs.)

The City may require a deposit of \$500.00 on all requests that the Responsible Authority determines will be over 100 pages. Such deposit shall be made prior to the City compiling the data. If this amount is in excess of the actual costs incurred by the City, then the excess amount shall be returned when the data is released to the requestor. If this amount is less than the actual amount incurred by the City, then the additional amount will be required to be paid before the data is released to the requestor.

**Costs that May be Included in the Calculation of Actual Costs:**

◆ Staff time required to:

- Retrieve documents and/or data which are responsive to the request.
- Sort and label documents, if necessary, to identify the data to be copied.
- Remove staples or paper clips.
- Take documents to copier for copying documents.

*Notes:* The entity may not assess a fee for labor costs (wages/salary plus benefits) that exceed those of the lowest-paid employee who could complete the task(s) performed. The requirement that data be kept in a manner that makes them easily accessible for convenient use may limit the entity in charging for staff time.

- ◆ Materials (paper, copier ink, staples, magnetic tapes, video or audio cassettes, etc.)
- ◆ If the data is electronically stored, the time required to electronically organize, compile, and label the data responsive to the request.
- ◆ Special costs associated with making copies from computerized data, such as writing or modifying a computer program to format data.
- ◆ Mailing costs
- ◆ Vehicle costs directly involved in transporting data to the appropriate facility when necessary to provide copies (for example, when the entity is unable to provide copying services for photographs, oversized documents, videos, etc.)
- ◆ Electricity costs when the requester uses own scanner to make an unusually large number of copies

**Costs that *may not* be included:**

- ◆ Purchase or rental of copier
- ◆ Maintenance of copier
- ◆ Normal operating expenses of computer/copier, including electricity used, and machine wear/tear
- ◆ Depreciation of copier
- ◆ Staff time required to:
  - Separate public from not public data
  - Open a data request that was mailed
  - Sort, label or review data, *if not necessary* to identify the data to be copied
  - Return documents to storage
  - Provide information about the data to the requester (i.e., explain content and meaning of data)
  - Prepare data for mailing
  - Prepare cover letter, fax sheet or invoice for copies
  - Credit payment and perform other associated accounting functions
- Note:* The entity may not assess a fee for labor costs (wages/salary plus benefits) that exceed those of the lowest-paid employee who could complete the task(s) performed
- ◆ Administrative costs that are not related to copying
- ◆ Records storage
- ◆ Sales tax
- ◆ The entire cost of operating a multi-tasked computer for a measured unit of time, when fulfilling a request for copies was only one of the tasks performed during that unit of time
- ◆ Costs incurred because data are not maintained in a manner that makes them easily accessible for convenient use
- ◆ Search and retrieval costs when data are inspected but no copies are requested



**EXHIBIT 4**

**CONSENT TO RELEASE PRIVATE DATA**

I, \_\_\_\_\_, authorize the City of Hermantown ("City") to release the following private data about me:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ to the following person or entity:  
\_\_\_\_\_  
\_\_\_\_\_

The person or entity receiving the private data may use it only for the following purpose or purposes: \_\_\_\_\_  
\_\_\_\_\_

This authorization is dated \_\_\_\_\_ and expires on \_\_\_\_\_.  
The expiration cannot exceed one year from the date of the authorization, except in the case of authorizations given in connection with applications for life insurance or noncancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.

**I agree to give up and waive all claims that I might have against the City, its agents, and employees for releasing data pursuant to this consent.**

The undersigned has read this form and understands it.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature and Title (if signing on behalf of an entity)

**IDENTITY VERIFIED BY:**

Witness: X \_\_\_\_\_

Identification: Driver's License, State ID, Passport, other:  
\_\_\_\_\_

Comparison with signature on file

Other: \_\_\_\_\_

Responsible Authority/Designee: \_\_\_\_\_

**EXHIBIT 4A**

CONSENT TO RELEASE PRIVATE DATA TO CHARITABLE ORGANIZATIONS

I, \_\_\_\_\_, authorize the City of Hermantown (“City”) to release the following private data about me: municipal utility data.

To the following person or entity: any charitable organization.

The person or entity receiving the private data may use it only for the following purpose or purposes: to assist in the payment of municipal utility bills.

This authorization is valid for one year from the date of the authorization and may be revoked by the individual at any time.

I agree to give up and waive all claims that I might have against the City, its agents and employees for releasing data pursuant to this consent.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

IDENTITY VERIFIED BY:

Witness: \_\_\_\_\_

Identification Driver’s License, State ID,  
Passport, other: \_\_\_\_\_

Comparison with signature on file

Other: \_\_\_\_\_  
Responsible

Authority/Designee: \_\_\_\_\_

**EXHIBIT 5**

TENNESSEN WARNING  
Data Practices Advisory

The information that you are asked to provide is classified by state law as either public, private, or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider: \_\_\_\_\_  
\_\_\_\_\_.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your request or application may not be considered, or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows: \_\_\_\_\_  
\_\_\_\_\_.

The undersigned has read this advisory and understands it.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature and Title (if signing on behalf of an entity)

**EXHIBIT 6**

TENNESSEN WARNING - JUVENILE  
Data Practices Advisory

The information that you are asked to provide is classified by state law as either public, private, or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider: \_\_\_\_\_  
\_\_\_\_\_.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your request or application may not be considered, or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows: \_\_\_\_\_  
\_\_\_\_\_.

If you are providing private data, you may request that the private data not be released to your parent or guardian. Please state any such request here: \_\_\_\_\_  
\_\_\_\_\_.

The undersigned has read this advisory and understands it.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature and Title



**EXHIBIT 7**

### **SAMPLE CONTRACT PROVISION**

Data Practices Compliance. Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13 (the "MGDPA"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.

**EXHIBIT 8**

## **DATA INVENTORY**

This is an inventory of private and nonpublic data categories and classifications at the City of Hermantown City Hall. All other data are presumed public.

Not public data are only accessible to City Hall staff and attorneys (“Hermantown City Hall Staff”) whose work assignments reasonably require access to that data.

City of Hermantown  
5105 Maple Grove Road  
Hermantown, MN 55811

Responsible Authority & Data Practices Compliance Official: Jackie Dolentz  
jdolentz@hermantownmn.com, (218)729-3600.

### **Category of Data:**

#### **Computer Data**

Electronic access data may be classified as private and/or non-public pursuant to Minnesota Statute § 13.15.  
Employee Work Access:

#### **Labor Relations Information**

Management positions on economic and noneconomic items that have not been presented during the collective bargaining process or interest arbitration are classified as private and or non-public pursuant to Minnesota Statutes § 13.37.  
Employee Work Access:

#### **Bids, Proposals, Sealed Bids**

Data contained in bids, proposal, and sealed bid may be private and/or nonpublic pursuant to Minnesota Statutes §§ 13.37 and 13.591.  
Employee Work Access:

#### **Security Data**

Government data the disclosure of which would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury is classified as private and/or non-public pursuant to Minnesota Statutes § 13.37.  
Employee Work Access:

#### **Trade Secret Data**

Trade secret data is classified as private and/or non-public pursuant to Minnesota Statutes § 13.37.  
Employee Work Access:

**Civil Investigative Data**

Data collected by a government entity as part of an active investigation undertaken for the purpose of the commencement or defense of a pending civil legal action, or which are retained in anticipation of a pending civil legal action, are classified as nonpublic data and/or confidential pursuant to Minnesota Statutes § 13.39.

Employee Work Access:

**Property Data**

Identities of individuals that register complaints concerning the use of real property are classified as confidential and certain appraisal data may be classified as private, confidential, or protected non-public pursuant to Minnesota Statutes § 13.44. Certain assessment data may be classified as private or nonpublic pursuant to Minnesota Statutes § 13.51.

Employee Work Access:

**Personnel Data**

Data on current and former employees, applicants, or volunteers are or may be classified as private pursuant to Minnesota Statutes §§ 13.43, 13.601, 13.63, and 181.954

Employee Work Access:

**Background Investigation and Criminal History Check Data**

Background Investigations and/or Criminal History Check data may be classified as private and/or confidential pursuant to Minnesota Statute §§ 13.82 and 13.87

Employee Work Access:

**Social Security Numbers**

Social security numbers are classified as private data pursuant to Minnesota Statutes § 13.355.

Employee Work Access:

**Internal Auditing Data**

Internal auditing data are classified as confidential and/or nonpublic pursuant to Minnesota Statutes § 13.392.

Employee Work Access:

**Business Data**

Data from a business requesting financial assistance or a benefit financed by public funds are classified as private or non-public data pursuant to Minnesota Statutes § 13.591.

Employee Work Access:

**Registered Voter Lists /Absentee Ballots**

Sealed absentee ballots before opening by an election judge are protected nonpublic.

Names of voters submitting absentee ballots are private until the close of voting. Certain data regarding on registered voter lists are private pursuant to Minnesota Statutes § 13.37.

Employee Work Access:

**Examination Data**

Completed versions of personnel and licensing examinations are private data, unless the Responsible Authority determines that they should be confidential because access would compromise the objectivity, fairness, or integrity of the examination process pursuant to Minnesota Statutes § 13.34.

Employee Work Access:

**Elected Officials Correspondence**

Correspondence between individuals and elected officials is private data, but may be made public by either the author or any recipient pursuant to Minnesota Statutes § 13.601.

Employee Work Access:

**Federal Contracts Data**

To the extent that a federal agency requires it as a condition for contracting with a City, all government data collected and maintained by the City are classified as private or nonpublic pursuant to Minnesota Statutes § 13.35.

Employee Work Access:

**Social Recreation Data**

Certain data regarding individuals enrolling in recreational or social programs are private data pursuant to Minnesota Statutes § 13.548.

Employee Work Access:

**Planning Survey Data**

Certain data collected in surveys of individuals conducted by the City for the purpose of planning, development and redevelopment are classified as private or nonpublic pursuant to Minnesota Statutes § 13.59.

Employee Work Access:

**Auditing Data**

Data, notes, and preliminary drafts of audit reports are protected nonpublic or confidential until the final report has been published pursuant to Minnesota Statutes § 13.292.

Employee Work Access:

**City Attorney Data**

Data collected or created by the City Attorney may be classified as private, confidential, and/or non-public and is governed by statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, professional responsibility, and Minnesota Statutes § 13.393.

Employee Work Access:

**Utility Data**

Data collected on customers of municipal electric utilities are classified as private and/or nonpublic data pursuant to Minnesota Statutes Section 13.685.  
Employee Work Access:

**Property Data**

Identities of individuals that register complaints concerning the use of real property are classified as confidential pursuant to Minnesota Statutes § 13.44.  
Employee Work Access:

**EXHIBIT 9**



WARNING

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## WARNING

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**TO:** Mayor & City Council  
**FROM:** John Mulder, City Administrator



**DATE:** July 27, 2022 **Meeting Date:** 08/01/2022

**SUBJECT:** Consents & Assignments – The Pillars of Hermantown **Agenda Item:** 12-E&F **Resolution:** 2022-103 & 104

---

### **REQUESTED ACTION**

Approve Consents and assignments for related documentation for the Pillars of Hermantown senior housing project

---

### **BACKGROUND**

Previously, the City and HEDA entered into several documents including a development agreement and business subsidy agreement. These documents may get recorded and/or used on their end for financing. These consents and assignments ensure that the documentation matches their organizational structure.

---

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

---

### **ATTACHMENTS**

- Assignment And Assumption Of Development Contract, Business Subsidy Agreement, And Assessment Agreement
- Consent Related To Development Contract

**Resolution No. 2022-103**

**RESOLUTION APPROVING A CONSENT RELATED TO THE DEVELOPMENT CONTRACT BETWEEN THE HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY, THE CITY OF HERMANTOWN AND KTJ 360, LLC FOR THE PILLARS OF HERMANTOWN SENIOR LIVING PROJECT**

WHEREAS, the Pillars of Hermantown LLC (“Developer”) is the owner of certain real estate described on Exhibit A attached hereto (“Property”); and

WHEREAS, KTJ 360, LLC (“Original Developer”) has proposed to construct a 105-unit senior living project (“Project”) on the Property; and

WHEREAS, Colliers Fund LLC (“Lender”) is providing funds pursuant to a Construction Loan Agreement (“Loan”) to Developer which is evidenced by a Promissory and a Mortgage (collectively “Loan Documents”) to finance the Project; and

WHEREAS, Original Developer, the City of Hermantown (“City”), the Hermantown Economic Development Authority (“HEDA”) entered in a Development Contract (“Development Contract”) dated July 8, 2022 and recorded on July 11, 2022 with the St. Louis County Recorder of St. Louis County, Minnesota as Document No. 01447162; and

WHEREAS, the Development Contract requires that Original Developer provide security to City and HEDA to guarantee that the Project will be contracted pursuant to the terms of the Stormwater Certificate and the Development Contract; and

WHEREAS, HEDA has agreed to issue a HEDA PAYG Note to Original Developer upon receipt of the documents identified in Section 10.7 of the Development Contract; and

WHEREAS, as security for the Loan Original Developer assigned its interests under the Development Contract and HEDA PAYG Note to Lender; and

WHEREAS, Article Five of the Development Contract requires that Original Developer provide a consent to the City and HEDA of the related to any matters affecting the ownership of the Property, entity control of Original Developer and for the purpose of obtaining financing; and

WHEREAS, Original Developer has requested that City and HEDA consent to the sale of the Property to Developer, the assignment of Development Contract to Developer, the grant of the Loan Documents, the collateral assignment of the Development Contract; and that Lender may, but is not obligated to, complete some or all of the performance of conditions under the Development Contract; and

WHEREAS, a proposed Consent Related to Development Contract is attached hereto as Exhibit B; and

WHEREAS, the City Council has reviewed the Consent Related to Development Contract and hereby believe that it is in the best interests of the City of Hermantown that the Consent Related to Development Contract be approved.

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

1. The Consent Related to Development Contract substantially in the form of the one attached hereto as Exhibit B is hereby approved.

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

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

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted August 1, 2022.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Real property in the City of Hermantown, County of St. Louis, State of Minnesota, described as follows:

Parcel 1:

The South Half of the West Half of the Southwest Quarter of the Southwest Quarter (S 1/2 of W 1/2 of SW 1/4 of SW 1/4), Section Fourteen (14), Township Fifty (50), Range Fifteen (15), St. Louis County, Minnesota.

(Abstract Property)

Parcel 2:

Non-exclusive access and utility easements as set forth in the Easement Agreement dated September 23, 2020, recorded October 09, 2020, as Document No. 01392559.

## **EXHIBIT B**

### **CONSENT RELATED TO DEVELOPMENT CONTRACT**

THIS CONSENT RELATED TO DEVELOPMENT CONTRACT (this “Agreement”) is made and entered into effective as of \_\_\_\_\_, 2022, by and among PILLARS OF HERMANTOWN LLC, a Delaware limited liability company (“Borrower” or “Developer”), KTJ 360, LLC, a Minnesota limited liability company (“Original Developer”), COLLIERS FUNDING LLC, a Delaware limited liability company (the “Lender”), the CITY OF HERMANTOWN, a Minnesota municipal corporation (“City”), and the HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created under Chapter 469 of the Minnesota Statutes (“HEDA”).

#### **PRELIMINARY STATEMENT OF FACT:**

A. Borrower owns fee simple title to certain real property described in Exhibit A attached hereto (“Premises”). Borrower proposes to construct on the Premises certain improvements, including but not limited to a senior housing facility containing approximately 37 independent living units, 48 assisted living units, and 20 memory care units (collectively with the Premises, the “Project”).

B. Pursuant to a Construction Loan Agreement dated of even date herewith between Borrower and Lender (as may be amended, amended and restated, or otherwise modified from time to time, the “Loan Agreement”), Lender is making a construction loan to Borrower in an amount not to exceed \$29,000,000.00 to finance the Project (“Loan”).

C. The Loan is evidenced by a Promissory Note dated of even date herewith executed and delivered by Borrower to Lender in the maximum principal sum of Twenty-Nine Million and No/100 Dollars (\$29,000,000.00) (as may be amended, amended and restated, or otherwise modified from time to time, the “Note”).

D. In order to secure the repayment of the Loan, Borrower is, among other things, executing and delivering to the Lender its Mortgage and Security Agreement and Fixture Financing Statement of even date herewith mortgaging to Lender the Project and granting to Lender a security interest in the Project (as may be amended, amended and restated, or otherwise modified from time to time, the “Mortgage”).

E. The Loan Agreement, the Note, the Mortgage and the other loan documents and security agreements executed and delivered by the Borrower in connection with the Loan are herein collectively referred to as the “Loan Documents.”

F. The Original Developer, the City and HEDA have entered into that certain Development Contract dated July 8, 2022 (“Development Contract”), a true and correct copy of which is attached hereto as Exhibit B. The Original Developer has assigned its rights and obligations under the Development Contract to the Borrower.

G. Under the Development Contract, the Original Developer agreed to make certain improvements to the Premises consisting of the Water Improvements (as defined in the Development Contract) and the Trail Easement (as defined in the Development Contract).

H. The Development Contract requires that Borrower provide security to the City in the form of a cash deposit in the amount of \$275,000.00 (“Development Contract Deposit”). Further, subject to the terms of the Development Contract and the documents referenced therein, HEDA has agreed to execute and deliver to the Original Developer its Tax Abatement Pay-As-You-Go Revenue Note, Series 2022 (HEDA PAYG Note) in the original principal amount of \$600,000.00 (“HEDA Note”).

I. As security for the Loan, the Borrower, among other things, has collaterally assigned its right, title and interest in the Development Contract, the Development Contract Deposit and the HEDA Note to the Lender.

J. The Original Developer and the Borrower have requested that the City and HEDA: (a) consent to the sale of the Premises to the Borrower; (b) consent to the assignment of the Development Contract to the Borrower; (c) consent to the granting of the Mortgage and Assignment of Rents to the Lender and the enforcement of the Lender’s remedies thereunder; (d) consent to the collateral assignment of the Development Contract, the Development Contract Deposit and the HEDA Note to the Lender; and (e) acknowledge that the Lender may but is not obligated to complete some or all of the performance obligations under the Development Contract. The City is willing to do so subject to the terms and conditions stated herein.

NOW, THEREFORE, for value received, the Borrower, the Original Developer, the Lender, the City and HEDA agree as follows:

1.

CONSENTS OF CITY AND HEDA

1.1 The City and HEDA (a) consent to the sale of the Premises to the Borrower, (b) consent to the assignment of the Development Contract to the Borrower, (c) consent to the granting of the Mortgage and Assignment of Rents to the Lender and the enforcement of the Lender’s remedies thereunder, (d) consent to the collateral assignment of the Development Contract, the Development Contract Deposit and the HEDA Note to the Lender, and (e) acknowledge that the Lender may but is not obligated to complete some or all of the performance obligations under the Development Contract. To the extent that the conditions under the Development Contract for the issuance of the HEDA Note are satisfied, HEDA will issue the HEDA Note to the Borrower.

2.

LENDER RIGHT TO PERFORM  
ORIGINAL DEVELOPER/BORROWER OBLIGATIONS

2.1 The City agrees and acknowledges that the Lender may but is not obligated to perform some or all of the obligations of the Original Developer as assigned to the Borrower. Nothing herein shall obligate the Lender to perform any such obligations and Lender’s



performance of some of such obligations shall not be deemed to create an obligation to perform any additional obligation of the Original Developer or the Borrower as assigned to the Lender. The City agrees that, in the event that the Lender elects to enforce its rights with respect to the collateral assignment, the Lender, without the consent or participation of the Borrower, may provide proof and documentation required for the release of any portion of the "Security" as provided in Section 2.9 of the Development Contract or the delivery of the HEDA Note pursuant to Section 6.1 of the Development Contract and upon delivery of such proof, any such portion of the Security that is otherwise payable to the Borrower as assignee of the Original Developer shall be paid to the Lender and the original HEDA Note shall be delivered to Lender. The City agrees that any notice that the City is required to provide to the Original Developer and/or the Borrower shall also be provided to the Lender at the same time that such notice is provided to the Original Developer and/or the Borrower.

### 3.

#### MISCELLANEOUS PROVISIONS

3.1 This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions provided herein. Neither this Agreement nor any provision hereof may be waived, amended or terminated except by an instrument signed by the party against whom the enforcement of such waiver, amendment or termination is sought, and then only to the extent set forth in such instrument.

3.2 Whenever in this Agreement one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Agreement by or on behalf of the Borrower or by or on behalf of the Lender shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not.

3.3 Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

3.4 Any notices and other communications permitted or required by the provisions of this Agreement (except for telephonic notices expressly permitted) shall be in writing and shall be deemed to have been properly given or served by depositing the same with the United States Postal Service, or any official successor thereto, designated as Certified Mail, Return Receipt Requested, bearing adequate postage, or deposited with a reputable private courier or overnight delivery service, and addressed as hereinafter provided. Each such notice shall be effective three (3) days after being deposited or delivered as aforesaid. The time period within which a response to any such notice must be given, however, shall commence to run from the date of receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least ten (10) days' notice thereof, either party hereto shall have the right from time to time to change its address and shall have the right to specify as its address any other address within the United States of America.

Each notice to Lender shall be addressed as follows:

Colliers Funding LLC  
90 South Seventh Street, Suite 4300  
Minneapolis, Minnesota 55402  
Attention: Vice President - Loan Servicing

With a copy to:

Fox Rothschild LLP  
Two22 Building – Suite 2000  
222 South Ninth Street  
Minneapolis, Minnesota 55402  
Attention: Steven W. Meyer

Each notice to Borrower or Original Developer shall be addressed as follows:

Pillars of Hermantown LLC  
c/o Oppidan Senior Living  
400 Water Street, Suite 200  
Excelsior, Minnesota 55331  
Attention: Shannon Rusk  
David Scott

Each notice to the City shall be addressed as follows:

City of Hermantown  
5105 Maple Grove Road  
Hermantown, Minnesota 55811  
Attention: John Mulder, City Administrator

Each notice to HEDA shall be addressed as follows:

Hermantown Economic Development Authority  
5105 Maple Grove Road  
Hermantown, Minnesota 55811  
Attention: John Mulder, City Administrator

3.5 Regardless of the place of execution of this instrument, the parties to this instrument have contracted for Minnesota law to govern this instrument and it is agreed that this instrument is made pursuant to and shall be construed and governed by the laws of the State of Minnesota without regard to the principles of conflicts of law.

3.6 Each party to this Agreement submits and consents to personal jurisdiction of the courts of the State of Minnesota and courts of the United States of America sitting in such state for the enforcement of this instrument and waives any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in the State of Minnesota.

Litigation may be commenced in any state court of general jurisdiction for the State of Minnesota or the United States District Court located in that state.

3.7 This instrument may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signatures to this instrument may be executed on separate pages and when attached to this instrument shall constitute one complete document.

3.8 THE PARTIES TO THIS INSTRUMENT WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH ANY PARTIES TO THIS INSTRUMENT ARE INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS INSTRUMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS INSTRUMENT.

[Signature pages follow]

IN WITNESS WHEREOF, this Agreement was executed as of the date first above-written.

**PILLARS OF HERMANTOWN LLC,**  
a Delaware limited liability company

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

David Scott

Its: Authorized Signatory

**KTJ 360, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
David Scott  
Its: Authorized Signatory

**COLLIERS FUNDING LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Gregory A. Bolin  
Its: Senior Vice President

**CITY OF HERMANTOWN,**  
a Minnesota municipal corporation

By: \_\_\_\_\_  
Its: Mayor

And by: \_\_\_\_\_  
Its: City Clerk

**HERMANTOWN ECONOMIC  
DEVELOPMENT AUTHORITY,**  
an economic development authority created under  
Chapter 469 of the Minnesota Statutes

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION**

Real property in the City of Hermantown, County of St. Louis, State of Minnesota, described as follows:

Parcel 1:

The South Half of the West Half of the Southwest Quarter of the Southwest Quarter (S 1/2 of W 1/2 of SW 1/4 of SW 1/4), Section Fourteen (14), Township Fifty (50), Range Fifteen (15), St. Louis County, Minnesota.

(Abstract Property)

Parcel 2:

Non-exclusive access and utility easements as set forth in the Easement Agreement dated September 23, 2020, recorded October 09, 2020, as Document No. 01392559.

**EXHIBIT B**

**DEVELOPMENT CONTRACT**

(See attached)

**TO:** Mayor & City Council  
**FROM:** John Mulder, City Administrator



**DATE:** July 27, 2022 **Meeting Date:** 08/01/2022

**SUBJECT:** Consents & Assignments – The Pillars of Hermantown **Agenda Item:** 12-E&F **Resolution:** 2022-103 & 104

---

### **REQUESTED ACTION**

Approve Consents and assignments for related documentation for the Pillars of Hermantown senior housing project

---

### **BACKGROUND**

Previously, the City and HEDA entered into several documents including a development agreement and business subsidy agreement. These documents may get recorded and/or used on their end for financing. These consents and assignments ensure that the documentation matches their organizational structure.

---

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

---

### **ATTACHMENTS**

- Assignment And Assumption Of Development Contract, Business Subsidy Agreement, And Assessment Agreement
- Consent Related To Development Contract

**Resolution No. 2022-104**

**RESOLUTION APPROVING A CONSENT TO THE  
ASSIGNMENT AND ASSUMPTION AGREEMENTS BETWEEN  
KTJ 360, LLC AND PILLARS OF HERMANTOWN LLC AND AUTHORIZING  
AND DIRECTING THE MAYOR AND CLERK TO  
EXECUTE AND DELIVER THE CONSENT ON BEHALF OF THE CITY**

WHEREAS, the KTJ 360, LLC (“Original Developer”) is the owner of certain real estate described on Exhibit A attached hereto (“Property”); and

WHEREAS, Original Developer has proposed to construct an 105 unit senior living project (“Project”) on the Property; and

WHEREAS, Original Developer desires to convey its interest in the Property to Pillars of Hermantown LLC (“Developer”); and

WHEREAS, Original Developer, the City of Hermantown (“City”), the Hermantown Economic Development Authority (“HEDA”) entered in a Development Contract (“2020 Development Contract”) with respect to the Project dated May 5, 2020 and recorded on June 8, 2020 as Document No. 01381803 and as amended by that certain First Amendment to 2020 Development Contract (“2020 Amendment”), dated May 28, 2021 and recorded on June 7, 2021 as Document No. 01415845 (the 2020 Development Contract and 2020 Amendment are collectively referred to as the “2020 Development Contract”); and

WHEREAS, Original Developer, City, HEDA entered in a Development Contract (“2022 Development Contract”) with respect to the Project dated July 8, 2022 and recorded on July 11, 2022 with the St. Louis County Recorder of St. Louis County, Minnesota as Document No. 01447162; and

WHEREAS, in connection with the 2022 Development Agreement, Original Developer, City and HEDA entered into a Business Subsidy Agreement (“2022 Business Subsidy Agreement”) dated June 8, 2022 whereby City and HEDA provided tax abatement financing assistance to Original Developer for the Project; and

WHEREAS, in connection with the 2022 Development Agreement, Original Developer, City and HEDA entered into an Assessment Agreement (“2022 Assessment Agreement”) dated June 8, 2022 whereby City and St. Louis County, Minnesota assigned and assessed minimum market value for the Project; and

WHEREAS, the 2020 Development Contract, 2022 Development Contract, 2022 Business Subsidy Agreement and 2022 Assessment Agreement are hereby collectively referred to as the “Project Documents;” and

WHEREAS, Article XIV of the 2020 Development Contract and Article Five of the 2022 Development Contract requires that City and HEDA consent to an assignment of the Project Documents or any transfer of the Property; and

WHEREAS, Original Developer has requested that City and HEDA consent to the transfer of the Property to Developer and the assignment of the Project Documents to Developer; and

WHEREAS, Original Developer is a party to that certain Contribution Agreement providing for the conveyance of the Property to Pillars of Hermantown LLC (“Assignee”) whereby Assignee accepts the terms and conditions of the Project Documents; and

WHEREAS, Original Developer and Assignee have entered into those certain Assignment and Assumption Agreements attached as Exhibit B-1 and Exhibit B-2 (collectively the “Assignments”) for the Project Documents; and

WHEREAS, Original Developer and Assignee desire that the City of Hermantown execute a Consent (collectively “Consents”) to each of the Assignments and the conveyance of the Property to Assignee; and

WHEREAS, the proposed Consents are attached hereto as Exhibit C-1 and Exhibit C-2; and

WHEREAS, The City Council has reviewed each of the Consents and hereby believe that it is in the best interests of the City of Hermantown that each of the Consents be approved.

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

1. The City Council has been advised that Assignee has the qualifications and financial capacity that is necessary to fulfill the obligations undertaken by the Original Developer under the Project Documents.

2. The Consents substantially in the form of the one attached hereto as Exhibit C-1 and Exhibit C-2 is hereby approved.

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

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

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted August 1, 2022.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Real property in the City of Hermantown, County of St. Louis, State of Minnesota, described as follows:

Parcel 1:

The South Half of the West Half of the Southwest Quarter of the Southwest Quarter (S 1/2 of W 1/2 of SW 1/4 of SW 1/4), Section Fourteen (14), Township Fifty (50), Range Fifteen (15), St. Louis County, Minnesota.

(Abstract Property)

Parcel 2:

Non-exclusive access and utility easements as set forth in the Easement Agreement dated September 23, 2020, recorded October 09, 2020, as Document No. 01392559.

**ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT CONTRACT, BUSINESS SUBSIDY AGREEMENT, AND ASSESSMENT AGREEMENT**

This Assignment and Assumption of Development Contract, Business Subsidy Agreement, and Assessment Agreement (this “**Assignment**”) is entered into effective as of \_\_\_\_\_, 2022 (the “**Effective Date**”) by and between KTJ 360, LLC, a Minnesota limited liability company (“**Assignor**”), and PILLARS OF HERMANTOWN LLC, a Delaware limited liability company (“**Assignee**”).

A. Assignor is the owner of the land legally described in Exhibit “A”, attached hereto (the “**Land**”).

B. Assignor and Assignee are parties to that certain Contribution Agreement of even date herewith, providing for the conveyance of the Land by Assignor to Assignee and, in conjunction therewith, providing for the assignment and assumption, by Assignor and Assignee, respectively, of certain agreements, including the following:

(i) that certain Development Contract, dated as of June 8, 2022 and recorded in the Office of the County Recorder of St. Louis County, Minnesota on July 11, 2022 as Document No. 01447162, by and among Assignor (as Developer thereunder), City of Hermantown (“**City**”), and Hermantown Economic Development Authority (“**HEDA**”) (the “**Development Contract**”);

(ii) that certain Business Subsidy Agreement, dated as of June 8, 2022, by and among Assignor (as Recipient thereunder), City, and HEDA (the “**Business Subsidy Agreement**”); and

(iii) that certain Assessment Agreement, dated as of June 8, 2022, by and between Assignor (as Developer thereunder) and City (the “**Assessment Agreement**”).

The Development Contract, Business Subsidy Agreement and Assessment Agreement are hereinafter sometimes collectively referred to as the “**Agreements**”. The Land is the “**Land**” described in the Development Contract.

C. As required by Article V of the Development Contract, Assignee and Assignor represent and warrant to HEDA and City that Assignee has the qualifications and financial capability that are necessary to fulfill the obligations undertaken by Assignor, as Developer under the Development Contract.

D. Assignor and Assignee desire to effect the assignment and assumption of the Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor’s right, title and interest in, to and under the Agreements, and Assignee hereby expressly assumes, for itself and its successors and assigns, and expressly for the benefit of the City and HEDA, all of the obligations of Assignor under the Agreements, and

agrees to be subject to all of the conditions and restrictions to which Assignor is subject thereunder.

2. **No Release of Assignor.** This Assignment does not and shall not be construed to release Assignor from its obligations under the Agreements.

3. **Miscellaneous.** The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES ATTACHED HERETO.]



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized and empowered representative as of the Effective Date.

**ASSIGNOR:**

KTJ 360, LLC,  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name (Print): David Scott  
Title: Vice President

STATE OF MINNESOTA    )  
  )  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by David Scott, the Vice President of KTJ 360, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

[stamp]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_





**CONSENT TO ASSIGNMENT**

Hermantown Economic Development Authority hereby consents to the foregoing Assignment.

HERMANTOWN ECONOMIC DEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Its President

And by \_\_\_\_\_  
Its Secretary

STATE OF MINNESOTA    )  
  )  
COUNTY OF ST. LOUIS    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ and \_\_\_\_\_, the President and Secretary, respectively, of Hermantown Economic Development Authority on behalf of Hermantown Economic Development Authority.

[stamp]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

EXHIBIT A

THE LAND

SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (S ½ of W ½ of SW ¼ of SW ¼) OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 15.

ST. LOUIS COUNTY, MINNESOTA

This is Abstract Property