



## **Hermantown City Council Meeting - Monday, June 5, 2023**

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

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

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

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

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

### **A few important tips regarding the Zoom platform:**

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

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



## AGENDA

### **Pre-Agenda Meeting Monday, June 5, 2023 at 4:30 p.m.**

#### **Council Chambers, City Hall - Hermantown Governmental Services Building**

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

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### **City Council Meeting Monday, June 5, 2023 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, June 5, 2023 at 4:30 p.m.  
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, June 5, 2023 at 6:30 p.m.  
Council Chambers, City Hall - Hermantown Governmental Services Building**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **ANNOUNCEMENTS**

*Council Members may make announcements as needed.*

5. **PUBLIC HEARING**

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

6. **COMMUNICATIONS**

A. Correspondence 23-81 through 23-95 are placed on file

7

7. **PRESENTATIONS**

A. **Hermantown Connector Trail Alignment**

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

B. **City Hall Roof Repairs**

Adam Schminski, Building Official  
*(Pre-Agenda Only)*

8. **PUBLIC DISCUSSION**

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

9. **MOTIONS**

A. **Motion to approve/deny the Temporary Service Area Expansion Application for AAD Shriners for June 24, 2023 with proposed hours of sale from 2:00pm to 10:00pm (Contingent upon all paperwork being received)**

(motion, roll call)

10. **CONSENT AGENDA**

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

- A. **Minutes** - Approval or correction of May 15, 2023 City Council Continuation Minutes **10**
- B. **Accounts Payable** - Approve general city warrants from May 1, 2023 through May 15, 2023 in the amount of \$656,416.44 **15**
- C. **Accounts Payable** - Approve general city warrants from May 16, 2023 through May 31, 2023 in the amount of \$290,964.42 **26**

11. **ORDINANCES**

- A. **2023-04 An Ordinance Amending And Restating Chapter 14, Signs And Ground Signs, Of The Hermantown City Code** **30**

*(first reading)*

- B. **2023-05 An Ordinance Amending Chapter 9, Utilities And Services, Of The Hermantown City Code By Modifying The Rules Governing The Collection On Delinquent Utility Accounts** **67**

*(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. **2023-66 Resolution Approving Special Use Permit For Construction Of An Accessory Structure In Excess Of 1,200 Square Feet In The R-3 Zoning District At 3990 Ugstad Road (395-0010-05973) And Imposing Conditions Thereon** **70**

*(motion, roll call)*

- B. **2023-67 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Shoreland Overlay Area** **86**

*(motion, roll call)*

- C. **2023-68 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver An Agreement For Consulting Services For Right Of Way Services With SRF Consulting Group, Inc.** **102**

*(motion, roll call)*

- D. **2023-69**      **Resolution Providing For The Issuance, Sale And Delivery Of \$1,600,000 General Obligation Improvement Bonds, Series 2023A, And Awarding The Sale Thereof**      **132**

*(motion, roll call)*

- E. **2023-70**      **Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Robin E And Douglas R Johnson For The Okerstrom Sewer And Road Improvement**      **154**

*(motion, roll call)*

- F. **2023-71**      **Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For Roof Insulation On The Government Services Building**      **163**

*(motion, roll call)*

- G. **2023-72**      **Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Paul M. Sundquist For The Okerstrom Sewer And Road Improvement**      **167**

*(motion, roll call)*

- H. **2023-73**      **Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From David A. And Elizabeth F. Paulson For The Okerstrom Sewer And Road Improvement**      **175**

*(motion, roll call)*

- I. **2023-74**      **Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From McNutt Real Estate Holdings II LLC For The Hermantown Marketplace Road Improvement Project**      **188**

*(motion, roll call)*

**13. CLOSED SESSION**

- A. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes § Section 13D.3 to consider confidential information regarding Labor Negotiation Strategy. Following this closed session, the Hermantown City Council will re-convene in an open session.

*(motion, roll call)*

14. **RECESS**

**Date:** May 31, 2023  
**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.

## 2023 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
5/10/2023	23-81	MN Dept. of Health	City Clerk	Watermain Payton Acres 1C	5/2/2023
5/17/2023	23-82	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Liechty International, CIDP, 4861 Miller Trunk Hwy.	5/16/2023
5/17/2023	23-83	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Russ Bradley, SUP, 3990 Ugstad Rd.	5/16/2023
5/17/2023	23-84	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Trisha Crace, SUP, 428X Birch Valley Rd.	5/16/2023
5/17/2023	23-85	Eric Johncon, Comm. Dev. Dir.	Planning Commission	Zoning Text Amendment to Chapter 14 - Signs & Ground Signs	5/16/2023
5/17/2023	23-86	MN Power	John Mulder, City Administrator	Corrected Notice - Duluth Loop Reliability Project	5/11/2023
5/17/2023	23-87	John Mulder, City Administrator	Dante Tomassoni, P&R Companies	The Greenhouse Development, 4747 Hermantown Rd.	5/17/2023
5/22/2023	23-88	John Mulder, City Administrator	Monica Stokke, 3706 Midway Rd.	Denial of THC applicaton	5/22/2023
5/30/2023	23-89	Jared Morley, American Tower Corp.	City of Hermantown	Amended & Re- Stated Lease Agreement	4/26/2023
5/30/2023	23-90	Gunnar Johnson, Overom Law	John Mulder, City Administrator	Hermantown Haines Rd./Lindgren Rd. Easement	5/17/2023
5/30/2023	23-91	Casey Lowry, Travelers	Matt McClincy, 4194 Jackson Dr.	Claim No.: FYC3261	5/19/2023



## 2023 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
5/30/2023	23-92	John Mulder, City Administrator	David & Elizabeth Paulson, 4801 Anderson Rd.	Waiver of Assessment	5/30/2023
5/30/2023	23-93	John Mulder, City Administrator	Douglas & Robin Johnson, 3909 Okerstrom Rd.	Waiver of Assessment	5/30/2023
5/30/2023	23-94	John Mulder, City Administrator	David & Mary Jo Miller	Waiver of Assessment	5/30/2023
5/30/2023	23-95	John Mulder, City Administrator	Paul Sundquist	Waiver of Assessment	5/30/2023

**CITY OF HERMANTOWN  
CITY COUNCIL MEETING**

Monday, May 15, 2023  
6:30 PM Central

**MEETING CONDUCTED IN PERSON & VIA ZOOM**

Mayor Wayne Boucher: Absent  
Councilor John Geissler: Present  
Councilor Andy Hjelle: Present  
Councilor Ellie Jones: Present  
Councilor Brian LeBlanc: Present

**CITY STAFF:** John Mulder, City Administrator; Joe Wicklund, Communications & Community Engagement Director; David Bolf, City Engineer; Gunnar Johnson, City Attorney

**VISITORS:** 1

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

**A. Peace Officer's Memorial Day - May 15**

5. **PUBLIC HEARING**
6. **COMMUNICATIONS**

A. Correspondence 23-75 through 23-80 placed on file

7. **PRESENTATIONS**

**A. Broadband Update**  
John Mulder, City Administrator  
(Pre-Agenda Only)

**B. Fire Department Annual Report**  
Mike Marshall, Fire Chief  
(Pre-Agenda Only)

8. **PUBLIC DISCUSSION**
9. **MOTIONS**

A. Motion to approve/deny THC License Applications for the following effective June 1, 2023 through December 31, 2024 contingent upon complete applications being received, successful background checks and license fees paid in full:

Dima Corporation	5193 Miller Trunk Hwy
Turning Leaf Duluth LLC	4120 Richard Ave
Adolph Store	3710 Midway Rd

Motion to approve/deny THC License Applications for the following effective June 1, 2023 through December 31, 2024 contingent upon complete applications being received, successful background checks and license fees paid in full: Dima Corporation 5193 Miller Trunk Hwy Turning Leaf Duluth LLC 4120 Richard Ave Adolph Store 3710 Midway Rd. This motion, made by Councilor Ellie Jones and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Absent  
Yea: 4, Nay: 0, Absent: 1

10. **CONSENT AGENDA**

A. **Minutes** - Approval or correction of May 1, 2023 City Council Continuation Minutes Motion to approve the Consent Agenda. This motion, made by Councilor Ellie Jones and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Absent  
Yea: 4, Nay: 0, Absent: 1

11. **ORDINANCES**

12. **RESOLUTIONS**

**A. 2023-61 RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER A MUTUAL AID AGREEMENT WITH ST LOUIS COUNTY**

*(motion, roll call)*

Motion to approve 2023-61 RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER A MUTUAL AID AGREEMENT WITH ST LOUIS COUNTY. This motion, made by Councilor Andy Hjelle and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea

Councilor John Geissler: Yea  
Mayor Wayne Boucher: Absent  
Yea: 4, Nay: 0, Absent: 1

**B. 2023-62 RESOLUTION AUTHORIZING THE CITY OF HERMANTOWN TO ENTER A GRANT AGREEMENT WITH THE STATE OF MINNESOTA'S STATE TRANSPORTATION FUND FOR LOCAL ROAD IMPROVEMENT FOR SAP 202-080-003**

*(motion, roll call)*

Motion to approve 2023-62 RESOLUTION AUTHORIZING THE CITY OF HERMANTOWN TO ENTER A GRANT AGREEMENT WITH THE STATE OF MINNESOTA'S STATE TRANSPORTATION FUND FOR LOCAL ROAD IMPROVEMENT FOR SAP 202-080-003. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Ellie Jones, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Absent  
Yea: 4, Nay: 0, Absent: 1

**C. 2023-63 RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR SEWER IMPROVEMENT PROJECT NO. 451 (OKERSTROM ROAD AND SEWER)**

*(motion, roll call)*

Motion to approve 2023-63 RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR SEWER IMPROVEMENT PROJECT NO. 451 (OKERSTROM ROAD AND SEWER). This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Absent  
Yea: 4, Nay: 0, Absent: 1

**D. 2023-64 RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER WATER TOWER LEASE AGREEMENT BETWEEN THE CITY OF HERMANTOWN AND COMMNET CELLULAR, INC. D/B/A VERIZON WIRELESS**

*(motion, roll call)*

Motion to approve 2023-64 RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER WATER TOWER LEASE

AGREEMENT BETWEEN THE CITY OF HERMANTOWN AND COMMNET CELLULAR, INC. D/B/A VERIZON WIRELESS. This motion, made by Councilor Ellie Jones and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Absent  
Yea: 4, Nay: 0, Absent: 1

**E. 2023-65 RESOLUTION AWARDDING CONTRACT TO NORTHLAND CONSTRUCTORS FOR A WATER VALVE REPLACEMENT AT THE CORNER OF HAINES ROAD AND ARROWHEAD ROAD FOR \$18,567.23**

*(motion, roll call)*

Motion to approve RESOLUTION AWARDDING CONTRACT TO NORTHLAND CONSTRUCTORS FOR A WATER VALVE REPLACEMENT AT THE CORNER OF HAINES ROAD AND ARROWHEAD ROAD FOR \$18,567.23. This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Absent  
Yea: 4, Nay: 0, Absent: 1

13. **RECESS**

Motion to recess at 6:45 p.m. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea  
Councilor Brian LeBlanc: Yea  
Councilor Ellie Jones: Yea  
Councilor John Geissler: Yea  
Mayor Wayne Boucher: Absent  
Yea: 4, Nay: 0, Absent: 1

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Mayor

ATTEST:

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City Clerk



**CITY OF HERMANTOWN**

CHECKS #69865-69935  
05/01/2023-05/15/2023

PAYROLL CHECKS

Electronic Checks - #-67908-67949 85,715.39

LIABILITY CHECKS

Electronic Checks - #-67950-67951 \$78,474.14

Electronic Checks - #-67903-67907 \$64,335.47

Checks - #69896 \$1,192.33

**PAYROLL EXPENSE TOTAL \$229,717.33**

ACCOUNTS PAYABLE

Checks - #69865-69895 \$105,990.93

Checks - #69897-69935 \$96,742.50

Electronic Payments #-99361-99404 \$223,965.68

**ACCOUNTS PAYABLE TOTAL \$426,699.11**

**TOTAL \$656,416.44**

5/12/2023

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - Apr 23	7,690.22	-99404
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	1,044.07	-99404
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas - FH #1	1,323.94	-99404
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas - CH/PD	1,083.23	-99404
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building - Ap	215.23	-99404
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	141.35	-99403
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	212.03	-99403
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	2,679.19	-99403
605	431160	Street Lighting	MN POWER	Traffic Lights	863.97	-99403
275	452200	Community Building	MN POWER	EWC Garage	17.60	-99403
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	1,712.92	-99403
101	452100	Parks	MN POWER	Little Leagues	15.86	-99403
275	452200	Community Building	MN POWER	4289 Ugstad Rd/EWC	10,681.52	-99403
605	431160	Street Lighting	MN POWER	Street Lights	402.08	-99403
602	494900	Sewer Administration and General	MN POWER	Sewer	694.63	-99403
605	431160	Street Lighting	MN POWER	Street Lights	388.95	-99403
601	494400	Water Administration and General	MN POWER	Water	857.93	-99403
101	452100	Parks	MN POWER	Parks	218.00	-99403
101	431901	City Garage	MN POWER	4971 Lightning Dr	353.37	-99403
101	452200	Community Building	MN POWER	Community Bldg	561.87	-99403
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	120.26	-99403
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	108.02	-99403
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	39.65	-99403
605	431160	Street Lighting	MN POWER	Street Lights	470.84	-99403
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	18.95	-99403
605	431160	Street Lighting	MN POWER	Overhead St Lights	490.80	-99403
605	431160	Street Lighting	MN POWER	Street Lights	740.87	-99403
101	452100	Parks	BRENT'S SEPTIC SERVICE LLC	Pump Holding Tank - Rose Rd Ba	500.00	-99402
415	465200	Community Development	BRAUN INTERTEC CORPORATION	Geo Eval - Areana	2,000.00	-99401
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal April 2023	180.30	-99400
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling April 2023	308.15	-99400
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS SOUND AND LIFE SAFETY	Switch Repair	825.00	-99399
602	494500	Sewer Maintenance	GOODIN COMPANY INC	Sanitary Sewer Parts	90.47	-99398
101	419901	City Hall & Police Building Maintenance	GOODIN COMPANY INC	Urinal Repair Kit	118.12	-99398
603	441100	Storm Water	NORTHERN ENGINE & SUPPLY INC	Pressure Hose	297.88	-99397
603	441100	Storm Water	REDROCK PRECAST	Culvert - Old Midway	1,182.50	-99396
101	421100	Police Administration	VC3	SonicWall Security Site 1YR	513.85	-99395
602	494900	Sewer Administration and General	VC3	SonicWall Security Site 1YR	81.14	-99395



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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	413100	Mayor	VC3	SonicWall Security Site 1YR	27.05	-99395
101	431100	Street Department	VC3	SonicWall Security Site 1YR	108.18	-99395
101	419100	Community Development	VC3	SonicWall Security Site 1YR	81.14	-99395
101	424100	Building Inspection	VC3	SonicWall Security Site 1YR	27.05	-99395
101	415300	Administration & Finance	VC3	Wireless Keyboard Mouse Combo	62.84	-99395
601	494400	Water Administration and General	VC3	SonicWall Security Site 1YR	81.14	-99395
101	411100	Council	VC3	SonicWall Security Site 1YR	108.18	-99395
101	415300	Administration & Finance	VC3	SonicWall Security Site 1YR	162.27	-99395
101	419100	Community Development	FIRST BANKCARD	Mar First Bankcard Orme	415.34	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Pernu	75.00	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Esterbrooks	525.00	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Ross	91.86	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Dwyer	65.77	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Enright	26.19	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Ross	200.00	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Esterbrooks	97.99	-99394
601	494400	Water Administration and General	FIRST BANKCARD	Mar First Bankcard Orme	47.38	-99394
101	415300	Administration & Finance	FIRST BANKCARD	Mar First Bankcard Orme	70.00	-99394
101	431100	Street Department	FIRST BANKCARD	Mar First Bankcard Orme	22.38	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Ross	58.41	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Johnson	299.00	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Ross	55.00	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Stracek	125.80	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Stracek	145.68	-99394
101	411100	Council	FIRST BANKCARD	Mar First Bankcard Mulder	158.71	-99394
601	494300	Water Distribution	FIRST BANKCARD	Mar First Bankcard Bjonskaas	560.91	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Crace	750.00	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Williams	9.55	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Crace	17.80	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Gunderson	50.00	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Salo	75.00	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Crace	50.97	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Pfeiffer	75.00	-99394
602	494900	Sewer Administration and General	FIRST BANKCARD	Mar First Bankcard Orme	13.43	-99394
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Crace	270.00	-99394
602	494900	Sewer Administration and General	FIRST BANKCARD	Mar First Bankcard Orme	71.07	-99394
602	494900	Sewer Administration and General	FIRST BANKCARD	Mar First Bankcard Orme	12.60	-99394
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Mar First Bankcard Orme	40.98	-99394

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Mar First Bankcard Orme	163.92	-99394
275	452200	Community Building	FIRST BANKCARD	Mar First Bankcard Orme	694.10	-99394
275	452200	Community Building	FIRST BANKCARD	Mar First Bankcard Orme	1,012.15	-99394
101	415300	Administration & Finance	FIRST BANKCARD	Mar First Bankcard Orme	213.24	-99394
101	431100	Street Department	FIRST BANKCARD	Mar First Bankcard Orme	118.45	-99394
602	494900	Sewer Administration and General	FIRST BANKCARD	Mar First Bankcard Orme	3.47	-99394
601	494400	Water Administration and General	FIRST BANKCARD	Mar First Bankcard Orme	12.60	-99394
101	431100	Street Department	FIRST BANKCARD	Mar First Bankcard Senst	11.39	-99394
101	415300	Administration & Finance	FIRST BANKCARD	Mar First Bankcard Orme	10.39	-99394
101	415300	Administration & Finance	FIRST BANKCARD	Mar First Bankcard Heinbuch	195.98	-99394
601	494400	Water Administration and General	FIRST BANKCARD	Mar First Bankcard Orme	3.47	-99394
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Mar First Bankcard Orme	97.81	-99394
601	494400	Water Administration and General	FIRST BANKCARD	Mar First Bankcard Orme	8.95	-99394
101	431100	Street Department	FIRST BANKCARD	Mar First Bankcard Senst	214.67	-99394
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Mar First Bankcard Orme	391.25	-99394
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Dental Ins May Inact-Volk	44.00	-99393
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins May Inactives	3,717.68	-99392
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins May Inactives	413.08	-99392
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimb	804.95	-99391
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimb	995.88	-99391
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimb	1,168.93	-99391
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimb	190.37	-99391
101	217450	Employee Flexplan	WEX HEALTH INC	Claim Reimb	9.29	-99391
602	494900	Sewer Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	14.79	-99390
101	431100	Street Department	WEX HEALTH INC	Monthly Participant /Cobra Fee	14.79	-99390
101	421100	Police Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	95.83	-99390
101	415300	Administration & Finance	WEX HEALTH INC	Monthly Participant /Cobra Fee	39.44	-99390
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Monthly Participant /Cobra Fee	4.93	-99390
101	419100	Community Development	WEX HEALTH INC	Monthly Participant /Cobra Fee	4.93	-99390
601	494400	Water Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	14.79	-99390
101	421100	Police Administration	AT&T MOBILITY	Cell Phones PD	1,385.68	-99389
101	431100	Street Department	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	156.84	-99389
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	149.11	-99389
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	269.22	-99389
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	181.84	-99389
101	419901	City Hall & Police Building Maintenance	AT&T MOBILITY	Cell Phones/Tablets-PW/CH	44.81	-99389
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C458	117.87	-99388
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Crace	20.00	-99387

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Apr First Bankcard Orme	40.98	-99387
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Orme	163.92	-99387
101	415300	Administration & Finance	FIRST BANKCARD	Mar First Bankcard Heinbuch	272.96	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Ross	340.39	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Dwyer	75.00	-99387
603	441100	Storm Water	FIRST BANKCARD	Apr First Bankcard Senst	408.99	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Pernu	20.00	-99387
101	419100	Community Development	FIRST BANKCARD	Apr First Bankcard Orme	135.00	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Dwyer	35.08	-99387
101	421100	Police Administration	FIRST BANKCARD	Apr First Bankcard Gunderson	30.00	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Leibel	51.37	-99387
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Apr First Bankcard Orme	97.81	-99387
601	494300	Water Distribution	FIRST BANKCARD	Apr First Bankcard Senst	-275.00	-99387
602	494900	Sewer Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	3.48	-99387
275	452200	Community Building	FIRST BANKCARD	Apr First Bankcard Orme	694.90	-99387
601	494400	Water Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	8.95	-99387
602	494900	Sewer Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	12.80	-99387
101	431100	Street Department	FIRST BANKCARD	Apr First Bankcard Orme	22.38	-99387
601	494400	Water Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	47.38	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Dwyer	75.00	-99387
602	494900	Sewer Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	13.43	-99387
101	431100	Street Department	FIRST BANKCARD	Apr First Bankcard Senst	263.80	-99387
601	494400	Water Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	12.80	-99387
101	415300	Administration & Finance	FIRST BANKCARD	Apr First Bankcard Orme	10.45	-99387
601	494400	Water Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	3.48	-99387
101	431100	Street Department	FIRST BANKCARD	Apr First Bankcard Orme	118.45	-99387
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Apr First Bankcard Orme	391.25	-99387
101	431100	Street Department	FIRST BANKCARD	Apr First Bankcard Senst	51.51	-99387
602	494900	Sewer Administration and General	FIRST BANKCARD	Apr First Bankcard Orme	71.07	-99387
275	452200	Community Building	FIRST BANKCARD	Apr First Bankcard Orme	1,012.15	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Ross	67.00	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Enright	30.71	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Pernu	75.00	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Dwyer	-34.39	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Battaglia	75.00	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Esterbrooks	75.00	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Knapp	18.39	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Gunderson	625.00	-99387

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Ross	46.35	-99387
101	421100	Police Administration	FIRST BANKCARD	Mar First Bankcard Leiblel	49.99	-99387
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica bizhubC308	96.00	-99386
101	421100	Police Administration	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300&C3320	119.58	-99386
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Apr	399.74	-99385
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas old CH	76.68	-99385
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Apr	249.83	-99385
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas old CH	690.11	-99385
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr - Apr	349.77	-99385
101	421100	Police Administration	APPLIED CONCEPTS INC	Radar Parts	286.00	-99384
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services Apr 2023	4,500.00	-99383
101	452100	Parks	BRENT'S SEPTIC SERVICE LLC	Pump Holding Tank - Rose Rd Ba	350.00	-99382
101	419901	City Hall & Police Building Maintenance	DOORCO, INC.	Program Remotes/Replace Hinges	809.76	-99381
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Up Fitted SQD 15	19,637.14	-99380
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Radar Repair - SQD 19	189.75	-99380
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS SOUND AND LIFE SAFETY	Monitoring CH May 23- Apr 24	600.00	-99379
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	April 23 Locates	24.30	-99378
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	April 23 Locates	36.45	-99378
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Video Inspections - Oakridge,	1,430.00	-99377
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	423.50	-99376
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,006.32	-99376
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,110.17	-99376
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,042.14	-99376
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	640.76	-99376
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Fuel Breather	42.50	-99375
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lindah Rd Bridge Removal	160.00	-99374
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lindah Rd Feasibility Study	450.00	-99374
402	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Rd - SP 202-101-014	1,520.00	-99374
415	465200	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2366 Hermantown School Dist	360.00	-99374
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Oak Ridge Dr. Sanitary Sewer E	33,810.00	-99374
101	431100	Street Department	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2313 MSA	360.00	-99374
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	ShelDon Wall Map	187.30	-99374
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2365 Liechty	270.00	-99374
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2361 Caribuo Coffee	90.00	-99374
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Design Engineering Services	1,100.00	-99374
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Preagenda/City Council/Four Sq	1,800.00	-99374
101	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Peyton Property Development	1,120.00	-99374
416	452100	Parks	BRAUN INTERTEC CORPORATION	Fitchner Park Improvements	965.00	-99373

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
240	432510	Trunk Sewer Construction	BRAUN INTERTEC CORPORATION	Oak Ridge Dr San Sewer Connect	8,810.00	-99373
230	465100	HEDA	CREATIVE ARCADE	Website Monthly Maintenance	250.03	-99372
230	465100	HEDA	HTB PROJECT NAVIGATION, LLC	Proposed Hermantown Business P	506.25	-99371
101	421100	Police Administration	OVEROM LAW, PLLC	Police Department Procedures	36.00	-99370
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,000.00	-99370
101	421100	Police Administration	OVEROM LAW, PLLC	Rules of Conduct & Citizen Com	96.00	-99370
601	494400	Water Administration and General	OVEROM LAW, PLLC	Verizon Water Tower Lease	192.00	-99370
101	421100	Police Administration	OVEROM LAW, PLLC	Sex Offender Matter	456.00	-99370
402	431150	Street Improvements	OVEROM LAW, PLLC	Ugstad Road Easement Acquisiti	36.00	-99370
101	416100	City Attorney	OVEROM LAW, PLLC	Performance Development Group	13.75	-99370
412	419100	Community Development	OVEROM LAW, PLLC	2021 Recreation Facility	30.00	-99370
101	416100	City Attorney	OVEROM LAW, PLLC	Annual Audit Matters	154.00	-99370
101	421100	Police Administration	OVEROM LAW, PLLC	Police Dept Personnel Matters	604.00	-99370
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue and Lindgren Rd	41.50	-99370
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	705.00	-99370
101	422100	Fire Administration	OVEROM LAW, PLLC	Creation of New City Fire Dept	588.00	-99370
101	416100	City Attorney	OVEROM LAW, PLLC	Small Cell Wireless Matters	108.00	-99370
601	494400	Water Administration and General	OVEROM LAW, PLLC	Delinquent Utility Charges Aut	66.00	-99370
415	465200	Community Development	OVEROM LAW, PLLC	2021 Recreation Facility	30.00	-99370
101	421100	Police Administration	OVEROM LAW, PLLC	Gale Rachuy Claim	120.00	-99370
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Delinquent Utility Charges Aut	66.00	-99370
416	452100	Parks	OVEROM LAW, PLLC	2021 Recreation Facility	30.00	-99370
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Projects	2,279.00	-99370
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	P&R Properties Tax Increment M	675.00	-99370
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue-Lindgren Rd MN	722.00	-99370
415	465200	Community Development	OVEROM LAW, PLLC	Construction Manager at Risk M	2,113.50	-99370
101	416100	City Attorney	OVEROM LAW, PLLC	Independent Living Facility -	36.00	-99370
415	465200	Community Development	OVEROM LAW, PLLC	Naming Rights Agreement Matter	135.00	-99370
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Sale to Brett Kolquist	195.00	-99370
230	465100	HEDA	OVEROM LAW, PLLC	Hwy 53 Business Park Developme	180.00	-99370
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Okerstrom Sewer & RD Project N	931.75	-99370
101	421100	Police Administration	OVEROM LAW, PLLC	Complaint Against Officer	60.00	-99370
101	419100	Community Development	OVEROM LAW, PLLC	Community Development Matters	216.00	-99370
260	456101	Cable	OVEROM LAW, PLLC	2023 Mediacom Franchise Renewa	48.00	-99370
415	465200	Community Development	OVEROM LAW, PLLC	Arena Construction	795.00	-99370
412	419100	Community Development	OVEROM LAW, PLLC	Hermantown Trail Connector Eas	5.50	-99370
101	416100	City Attorney	OVEROM LAW, PLLC	Legislature Lobbying	45.00	-99370
601	494400	Water Administration and General	OVEROM LAW, PLLC	Duluth - Haines Rd Watermain E	41.50	-99370

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
603	441100	Storm Water	REDROCK PRECAST	Culvert - 5 Corners Rd.	1,533.50	-99369
603	441100	Storm Water	REDROCK PRECAST	Culvert - Shelby & Getchell	6,280.50	-99368
602	494500	Sewer Maintenance	SJE-RHOMBUS, INC.	SCADA Monitoring Apr-Jun 2023	1,264.50	-99367
101	419901	City Hall & Police Building Maintenance	STATE CHEMICAL SOLUTIONS	Hornet Spray & Insecticide	712.80	-99366
101	431100	Street Department	TELCOLOGIX	May 2023 Maintenance	16.75	-99365
101	419901	City Hall & Police Building Maintenance	TELCOLOGIX	May 2023 Maintenance	237.85	-99365
101	422901	Firehall #1 Maple Grove Road	TELCOLOGIX	May 2023 Maintenance	70.35	-99365
101	452200	Community Building	TELCOLOGIX	May 2023 Maintenance	10.05	-99365
101	421100	Police Administration	VC3	Network Reconfiguration	875.01	-99364
101	431100	Street Department	VIKING INDUSTRIAL CENTER	Barricade Lights & Gloves	885.64	-99363
101	452100	Parks	VIKING INDUSTRIAL CENTER	Gas Cans	479.00	-99363
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	46,175.00	-99362
409	419901	City Hall & Police Building Maintenance	BRAUN INTERTEC CORPORATION	Roof Assessment	3,077.00	-99361
101	421100	Police Administration	STREICHER'S	Ammo	288.82	69865
101	431100	Street Department	A & S TRUCK AND TRAILER REPAIR	Compressor - H2 Repair	728.36	69866
101	431100	Street Department	A W KUETTEL & SONS INC	Pothole trailer fix	632.00	69867
101	421100	Police Administration	AAFEDT, FORDE, GRAY, MONSON & HAGER, PA	Legal Fees - Volk v. Hermantow	1,189.50	69868
601	494300	Water Distribution	ACME TOOLS	Impact Driver	484.97	69869
101	421100	Police Administration	ADVANCED ELECTRONIC DESIGN INC	Equipment - SQD 15	544.20	69870
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-309508 - O&E Stauber	75.00	69871
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O-309507 - O&E Vacant Land	75.00	69871
101	431100	Street Department	BOBCAT OF DULUTH INC	Snow Blower Chute Deflector	160.97	69872
101	431100	Street Department	CAPITAL ONE TRADE CREDIT	Air Tools	38.98	69873
101	419901	City Hall & Police Building Maintenance	CAPITAL ONE TRADE CREDIT	Glue/Brush/Scriber/Magnifying	22.96	69873
101	419901	City Hall & Police Building Maintenance	CAPITAL ONE TRADE CREDIT	Power Washer & Supplies	497.96	69873
101	431100	Street Department	CERTIFIED LABORATORIES	Aerosol & Tube Grease	828.41	69874
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.93	69875
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	69875
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	69875
101	431100	Street Department	CINTAS CORPORATION	Uniforms	9.72	69875
101	431100	Street Department	CINTAS CORPORATION	Uniforms	9.72	69875
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	69875
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.93	69875
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	30.03	69875
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Mar Water Charges	77,583.17	69876
601	494300	Water Distribution	CONDON, DRAKE	Boot Reimbursement	95.99	69877
101	431100	Street Department	CONDON, DRAKE	Boot Reimbursement	191.97	69877
602	494500	Sewer Maintenance	CONDON, DRAKE	Boot Reimbursement	95.99	69877

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	220100	Refund Payable	FLOREANO, CAROL	Refund Acct 1634-02	4.78	69878
101	421100	Police Administration	HANSON, ROB	Repair Damage - Squad 12	550.00	69879
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Mar	5,237.50	69880
101	415300	Administration & Finance	ICMA - INT'L CITY/COUNTY MANAGEMENT ASSO	ICMA Membership Mulder	916.39	69881
101	416100	City Attorney	KENNEDY & GRAVEN, CHARTERED	HR Issue - PD - Mar 23	2,463.00	69882
601	220100	Refund Payable	MCMILLAN, JANE	Refund Acct 1320-18	345.47	69883
101	431100	Street Department	MENARD INC	Batteries	67.92	69884
603	441100	Storm Water	MENARD INC	Sand Bags - Roosevelt	349.30	69884
101	419901	City Hall & Police Building Maintenance	MENARD INC	Hose	37.97	69884
603	441100	Storm Water	MENARD INC	Sand Bags - Roosevelt	49.00	69884
101	419901	City Hall & Police Building Maintenance	MENARD INC	Traction Grit	29.94	69884
601	494300	Water Distribution	MENARD INC	GPS Batteries	48.96	69884
101	431100	Street Department	MENARD INC	Propane - Truck Torches	35.85	69884
101	421100	Police Administration	MENARD INC	Gun Room Supplies	83.77	69884
101	431100	Street Department	NAPA AUTO PARTS	Return Brake Rotor	-123.98	69885
101	431100	Street Department	NAPA AUTO PARTS	Brakes - H5	206.74	69885
230	465100	HEDA	NORTHSPAN GROUP INC	2023 Northland Connection Fund	2,500.00	69886
601	220100	Refund Payable	PETERSON, JOE	Refund Acct 3362-00	263.16	69887
101	431100	Street Department	PRO TIRE	Tires - H5	1,256.11	69888
601	214500	Escrow Deposits Payable	SHORT ELLIOTT HENDRICKSON INC	HERT 22 Sprint @ Hawk Circle W	5,943.06	69889
101	419100	Community Development	ST LOUIS COUNTY AUDITOR	Peyton Acres Phase 1C	116.00	69890
101	421100	Police Administration	STREICHER'S	Weapon Sight & Light	765.00	69891
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 17	82.84	69892
101	421100	Police Administration	TROY'S BP AMOCO INC	Vehicle Repair - SQD 21	484.27	69892
603	441100	Storm Water	UNITED RENTALS (NORTH AMERICA) INC	Discharge Hose	450.00	69893
101	431100	Street Department	UNITED TRUCK BODY COMPANY INC	Plow Control	47.62	69894
101	417200	Communications	WICKLUND, JOE	Reimburse Food	75.31	69895
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	May Inactive - Volk	44.41	69897
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	May Inactive - Rich	21.51	69897
101	427100	Poundmaster	ANIMAL ALLIES HUMANE SOCIETY	Apr 2023 Boarding	516.00	69898
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	O&E Report O-309506	75.00	69899
101	431100	Street Department	BOBCAT OF DULUTH INC	Skidsteer Parts	31.73	69900
101	431100	Street Department	CAPITAL ONE TRADE CREDIT	Pump Hose Parts	219.96	69901
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	49.62	69902
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	49.63	69902
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	49.63	69902
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH3 4/22/23-5/21/23	79.98	69903
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 4/28/23-5/27/23	79.98	69903

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	CINTAS CORPORATION	Uniforms	9.72	69904
101	431100	Street Department	CINTAS CORPORATION	Uniforms	9.72	69904
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	69904
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	69904
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	69904
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.93	69904
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.93	69904
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	69904
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	149.65	69904
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	69904
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	69904
101	431100	Street Department	CINTAS CORPORATION	Uniforms	9.72	69904
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.93	69904
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	30.03	69904
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	69904
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	2022 Audit	3,150.00	69905
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	2022 Audit	3,150.00	69905
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	2022 Audit	14,700.00	69905
601	494300	Water Distribution	CORE & MAIN LP	Curb Stop Sockets	579.19	69906
245	465100	HEDA	COSTIN GROUP MN	City Lobbyist	1,500.00	69907
601	494400	Water Administration and General	CUSTOMER ELATION INC	04/11 - 05/08/23 Answering	32.75	69908
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	04/11 - 05/08/23 Answering	21.84	69908
101	411100	Council	DULUTH AREA CHAMBER OF COMMERCE	Breakfast - SLC Days - Ellie J	35.00	69909
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Ignition Coil - SQD 19	370.19	69910
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Property Assessments & Classif	132.00	69911
475	431150	Street Improvements	HERMANTOWN STAR LLC	Public Hearing Rd Improvements	115.50	69911
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	82.50	69911
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	City Council Minutes	74.25	69911
101	415300	Administration & Finance	HERMANTOWN STAR LLC	City Clerk Ad	66.00	69911
601	494400	Water Administration and General	HERMANTOWN STAR LLC	Drinking Water Report	816.75	69911
101	421100	Police Administration	HOLIDAY COMPANIES	Car Washes - Apr 2023	35.00	69912
101	421100	Police Administration	INTOXIMETERS INC	PBT	584.00	69913
601	220100	Refund Payable	KUCZA, RONALD OR KAREN	Overpayment Acct #3303-01	8.40	69914
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility 40%	411.99	69915
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	309.98	69915
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	109.53	69915
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility 60%	617.98	69915
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Car Wash PW	11.00	69915



5/12/2023

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	4,669.12	69915
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	671.39	69915
101	431100	Street Department	LINDE GAS & EQUIPMENT INC.	Cyl/SafeEnvFee 2320-4/20/23	71.31	69916
101	419901	City Hall & Police Building Maintenance	MENARD INC	Plug in Chime	39.98	69917
101	419901	City Hall & Police Building Maintenance	MENARD INC	Cleaning Supplies	22.87	69917
601	494300	Water Distribution	MENARD INC	Flash Drives	24.65	69917
101	415300	Administration & Finance	MN DEPARTMENT OF COMMERCE	Unclaimed Funds - Bradley Salo	15.00	69918
101	431100	Street Department	MN EQUIPMENT	6130 PTO Yoke	214.38	69919
602	494500	Sewer Maintenance	MN RURAL WATER ASSN	Assoc Mmbrship 12/2022-11/2023	200.00	69920
601	494300	Water Distribution	MN RURAL WATER ASSN	Assoc Mmbrship 12/2022-11/2023	200.00	69920
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	May 2023 Internet	90.00	69921
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	May 2023 Internet	360.00	69921
101	452100	Parks	NAPA AUTO PARTS	Oil & Filter - Mower	173.07	69922
101	452100	Parks	NAPA AUTO PARTS	Fuel/Air Filters - Mower	264.91	69922
101	452100	Parks	NORTHERN DOOR & HARDWARE INC	Door Hardware - Soccer	44.00	69923
601	220100	Refund Payable	PORT CITIES REALTY	Overpayment Acct #2477-01	8.40	69924
101	431100	Street Department	SATHERS, LLC	Recycle Blacktop	731.30	69925
101	431100	Street Department	SATHERS, LLC	Screened Material-Rip-Rap Rock	336.00	69925
101	341090	Photocopies City	SHEL/DON GROUP INC	Copies for Homeowner	15.88	69926
101	421100	Police Administration	SHRED-N-GO INC	Shredding Contract	160.64	69927
601	220100	Refund Payable	SOLARZ, DANIEL OR KARI	Overpayment Acct #2771-01	0.80	69928
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	Brine Solution April 2023	111.75	69929
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	2023 Crack Sealing - PR1 CP000	10,204.73	69929
101	421100	Police Administration	SUN CONTROL OF MN	Graphics - SQD 15	1,500.00	69930
101	431100	Street Department	TOWMASTER	Repairs to H4	28,130.00	69931
240	433500	Water Improvements	TRILLIUM DEVELOPMENT INC	2nd Radio Antenna Pole - AMI W	17,895.90	69932
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 22	145.66	69933
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 16	78.85	69933
101	421100	Police Administration	TROY'S BP AMOCO INC	Rotate Tires - SQD 17	37.00	69933
101	421100	Police Administration	USA TOWING & RECOVERY	Towing - ICR# 23055406 & 23055	130.00	69934
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	April 2023 Bill Print	542.71	69935
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	April 2023 Bill Print	542.72	69935
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	April 2023 Bill Print	542.72	69935

**CITY OF HERMANTOWN**

CHECKS #69936-69963  
05/16/2023-05/31/2023

PAYROLL CHECKS

Electronic Checks - #-67863-67902 77,471.48

Electronic Checks - #-67850-67857 3,815.52

LIABILITY CHECKS

Electronic Checks - #-67858-67862 \$60,159.56

Electronic Checks - #-67847-67849 \$786.67

Checks - #69936-69942 \$5,700.68

**PAYROLL EXPENSE TOTAL \$147,933.91**

ACCOUNTS PAYABLE

Checks - #69943-69963 \$74,929.15

Electronic Payments #-99349-99360 \$68,101.36

**ACCOUNTS PAYABLE TOTAL \$143,030.51**

**TOTAL \$290,964.42**

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building - Ma	170.14	-99360
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - May 23	7,400.73	-99360
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	2,581.92	-99359
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	1,650.74	-99359
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	104.15	-99359
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	90.79	-99359
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	23.79	-99359
101	431901	City Garage	MN POWER	4971 Lightning Dr	306.68	-99359
101	452100	Parks	MN POWER	Little Leagues	15.78	-99359
101	452100	Parks	MN POWER	Parks	218.91	-99359
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	184.01	-99359
601	494400	Water Administration and General	MN POWER	Water	715.00	-99359
602	494900	Sewer Administration and General	MN POWER	Sewer	983.61	-99359
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	122.67	-99359
101	452200	Community Building	MN POWER	Community Bldg	577.26	-99359
275	452200	Community Building	MN POWER	4289 Ugstad Rd/EWC	12,155.17	-99359
275	452200	Community Building	MN POWER	EWC Garage	17.76	-99359
605	431160	Street Lighting	MN POWER	Traffic Lights	734.82	-99359
605	431160	Street Lighting	MN POWER	Street Lights	340.37	-99359
605	431160	Street Lighting	MN POWER	Street Lights	734.26	-99359
605	431160	Street Lighting	MN POWER	Street Lights	466.70	-99359
605	431160	Street Lighting	MN POWER	Overhead St Lights	466.32	-99359
605	431160	Street Lighting	MN POWER	Street Lights	398.41	-99359
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	18.99	-99359
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS SOUND AND LIFE SAFETY	Annual Fire Alarm Certificatio	575.00	-99358
101	431100	Street Department	MACQUEEN EQUIPMENT, LLC	Street Sweeper Gutter Brushes	513.33	-99357
101	431100	Street Department	MACQUEEN EQUIPMENT, LLC	Street Sweeper Replacement bru	655.25	-99357
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Filters - JD135G	236.83	-99356
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Cutting Edge Bolts - JD Loader	67.08	-99356
603	441100	Storm Water	ULLAND BROTHERS INC	Extra work Ulland Bros Ditchin	4,076.82	-99355
101	452100	Parks	MN PUMP WORKS	Control Panel - Stebner Park	790.00	-99354
101	431100	Street Department	M-R SIGN CO INC	Street Sign - Greystone St	71.82	-99353
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Strobe Lights - H4	185.40	-99352
101	431100	Street Department	TOWMASTER	Lift Gate - H7	3,545.00	-99351
601	494300	Water Distribution	TOWMASTER	Lift Gate - H7	1,000.00	-99351
602	494500	Sewer Maintenance	TOWMASTER	Lift Gate - H7	1,000.00	-99351
101	421100	Police Administration	VC3	HP ProDesk/Back-Ups	4,642.72	-99350
101	431100	Street Department	VC3	HP ProDesk/Back-Ups	589.71	-99350

**CITY OF HERMANTOWN, MN 05/16/2023-05/31/2023**  
**Check # is between 69943 and 69963 or Check # is between -99360 and -99349**

5/26/2023

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	VC3	HP ProDesk/Back-Ups/Elite Book	1,499.21	-99350
602	494900	Sewer Administration and General	VC3	HP ProDesk/Back-Ups	300.21	-99350
602	494500	Sewer Maintenance	WLSSD	1st Half District Wide Allocat	17,874.00	-99349
101	431100	Street Department	ACME TOOLS	Impact Wrench Repair Kit	37.85	69943
101	419901	City Hall & Police Building Maintenance	CAPITAL ONE TRADE CREDIT	Hatchet/Oil	286.99	69944
101	431100	Street Department	CAPITAL ONE TRADE CREDIT	Chain - H4	81.06	69944
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	69945
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	69945
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	69945
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.73	69945
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	69945
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	30.03	69945
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Apr Water Charges	63,659.97	69946
101	419901	City Hall & Police Building Maintenance	DALCO	Liner/Tissue/Towel/Disinfectan	285.76	69947
101	419901	City Hall & Police Building Maintenance	DALCO	Liners	37.97	69947
230	214500	Escrow Deposits Payable	EHLERS & ASSOCIATES INC	Greenhouse at Engwalls 2022 TI	2,500.00	69948
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Repair Sheilds - SQD 17	59.00	69949
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Replace Spark Plugs - SQD 21	241.63	69949
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	City Council Minutes	123.75	69950
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	City Council Minutes	99.00	69950
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	57.75	69950
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Apr	4,173.75	69951
101	421100	Police Administration	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica C3320i	90.40	69952
101	421100	Police Administration	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica C300i	61.00	69952
101	431100	Street Department	KOLAR	H7 Repairs	265.16	69953
101	431100	Street Department	MENARD INC	Sander Repair - H4	63.35	69954
101	431100	Street Department	MENARD INC	Sideboards - H0	22.04	69954
101	452100	Parks	MENARD INC	Light Bulb - Soccer	9.99	69954
101	452100	Parks	MENARD INC	Bulb - Soccer Lift Station	1.99	69954
602	494500	Sewer Maintenance	MENARD INC	PVC Glue - Lift Station	29.40	69954
101	415300	Administration & Finance	MN CITY/COUNTY MANAGEMENT ASSOCIATION	MCMA Member Mulder 05/23-04/24	169.18	69955
101	431100	Street Department	NAPA AUTO PARTS	Light - H0	10.88	69956
101	431100	Street Department	NAPA AUTO PARTS	Cable Ties	12.44	69956
101	431100	Street Department	NAPA AUTO PARTS	Air Filter	130.39	69956
101	431100	Street Department	NAPA AUTO PARTS	Paint Markers for Hoses	11.31	69956
101	431100	Street Department	NAPA AUTO PARTS	Brakes - H5	44.52	69956
101	452100	Parks	NORTHLAND LAWN & SPORT INC	Repairs - JD1600	319.32	69957
101	421100	Police Administration	PETTY CASH	Parking	30.00	69958

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	PETTY CASH	DMV Tabs	14.25	69958
101	415300	Administration & Finance	SAFEGUARD QBS	Envelopes	133.95	69959
601	494400	Water Administration and General	SAFEGUARD QBS	Envelopes	44.65	69959
602	494900	Sewer Administration and General	SAFEGUARD QBS	Envelopes	44.65	69959
601	214500	Escrow Deposits Payable	SHORT ELLIOTT HENDRICKSON INC	HERT 22 Sprint @ Hawk Circle W	879.30	69960
101	431100	Street Department	SUNBELT RENTALS, INC.	Plate Tamper Rental - Shelby &	526.27	69961
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 13	61.20	69962
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 18	82.84	69962
101	431100	Street Department	ZIEGLER INC	Cutting Edge Bolts - CAT 928 L	96.40	69963

**Totals: 85 records printed**

**143,030.51**



**CITY COUNCIL MEETING DATE:** June 5, 2023

**TO:** Mayor & City Council

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

**SUBJECT:** Conduct a First Reading of the Ordinance for the Chapter 14 – Signs and Ground Signs text amendments

**RESOLUTION:**                                     **ORDINANCE:** 2023-04             **OTHER:**

**REQUESTED ACTION**

Conduct a First Reading of the Ordinance for the Chapter 14 – Signs and Ground Signs text amendments

**BACKGROUND**

The Hermantown sign code is largely from Ordinance 76-01, which was passed in December of 1975. The sign code was updated in 2008. In the 47 years since the sign code was adopted and the 14 years since the chapter was updated, the City has made changes to its zoning code that impact the sign code. Namely, the city has added two new zone districts, the Hermantown Market Place (HM) and the Business/Light Manufacturing (BLM). There are also fees sprinkled throughout the sign code. The City now puts those fees in the fee resolution rather than embedding them in the code. This allows for an annual review of the fees and a more consistent fee scheme. Finally, the legal landscape for sign ordinances has changed. In 2015, the United States Supreme Court issued a decision in *Reed v. Town of Gilbert*, in which the standard of review for sign ordinances was heightened. The City wants to make sure that its sign code can withstand legal scrutiny. Ultimately, the purpose of this ordinance is to update and modernize the language of Chapter 14.

This ordinance was initially discussed at the January 2023 Planning and Zoning meeting. Commission members had questions regarding multi-tenant and multi-story buildings and how those would be permitted. At the March 2023 meeting staff discussed buildings (single tenant and multi-tenant) having the ability to have signage on all four sides of the building. Discussion involved around utilizing a building linear footage as the basis for measurement or a square footage of wall surface.

The consensus was to utilize a linear foot measurement basis with the building signs which directly abut a road classified as frontage and the remaining sides classified as secondary. Discussion further ensued regarding what a reasonable square footage per linear footage number allowance was.

Wall signage was discussed at the April 2023 Planning and Zoning meeting with the following code changes discussed:

Single Story Buildings

- Road frontage building sides: 2 square feet/1 linear foot of building



- Secondary sides (not abutting a road): 1.25 square feet/1 linear foot of building

### Multi-story Buildings

- Road frontage building sides, the least restrictive of the following:
  - 1) 2 square feet/1 linear foot of buildingOR
  - 2) 6% of wall area
- Secondary sides (not abutting a road), the least restrictive of the following:
  - 1) 1.25 square feet/1 linear foot of buildingOR
  - 2) 4% of wall area

Changes to the Zoning text amendments include:

- Overall renumbering of sections;
- Updating Section 1405 – Definitions;
- Removing specific fees from Section 1415.06 and rather referencing the Fee Schedule;
- Adding language to Section 1425.03 allowing for Class C monument signs in lieu of freestanding sign(s);
- Identifying maximum square footage of Class C building signs;
- Adding language to Section 1430 – Non Conforming Signs to define violations;

A public hearing for this application was held on Tuesday, May 16, 2023. There was no public comment regarding the application. The Planning and Zoning Commission unanimously recommended the application to the City Council for approval.

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

N/A

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### **ATTACHMENTS**

Ordinance  
Draft Chapter 14 Signs and Ground Signs – Mark-up version  
Draft Chapter 14 Signs and Ground Signs – Clean version

Ordinance No. 2023-04

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING AND RESTATING CHAPTER 14, SIGNS AND GROUND SIGNS, OF THE HERMANTOWN CITY CODE**

**Section 1. Purpose and Intent.** The Hermantown sign code is largely from Ordinance 76-01, which was passed in December of 1975. The sign code was updated in 2008. In the 47 years since the sign code was adopted and the 14 years since the chapter was updated, the City has made changes to its zoning code that impact the sign code. Namely, the city has added two new zone districts, the Hermantown Market Place (HM) and the Business/Light Manufacturing (BLM). There are also fees sprinkled throughout the sign code. The City now puts those fees in the fee resolution rather than embedding them in the code. This allows for an annual review of the fees and a more consistent fee scheme. Finally, the legal landscape for sign ordinances has changed. In 2015, the United States Supreme Court issued a decision in *Reed v. Town of Gilbert*, in which the standard of review for sign ordinances was heightened. The City wants to make sure that its sign code can withstand legal scrutiny. Ultimately, the purpose of this ordinance is to update and modernize the language of Chapter 14.

**Section 2. Amendment to Chapter 14.** Chapter 14, Signs and Ground Signs, is hereby amended and restated to read as shown on Exhibit A attached hereto.

**Section 3. Amended and Inserted in the Code.** After the restatement of Chapter 14 made by this ordinance becomes effective, it shall be inserted in the appropriate place in the Hermantown City Code.

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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



## EXHIBIT A

### **Section 1400 – Purpose, Findings and Severability**

**1400.01 Purpose.** The sign ordinance is intended to establish a comprehensive and balanced system of sign regulation that accommodates the need for a well-maintained, safe, and attractive community, and the need for effective communications including business identification. It is the intent of this chapter, to promote the health, safety, general welfare, aesthetics, and image of the community by regulating signs that are intended to communicate to the public, and to use signs that meet the City of Hermantown’s goals by authorizing:

**1400.01.01.** Permanent signs that establish a high standard of aesthetics;

**1400.01.02.** Signs that are compatible with their surroundings;

**1400.01.03.** Signs that are designed, constructed, installed, and maintained in a manner that does not adversely impact public safety or unduly distract motorists;

**1400.01.04.** Signs that are large enough to convey the intended message and to help citizens find their way to intended destinations;

**1400.01.05.** Signs that are proportioned to the scale of, and are architecturally compatible with, principal structures;

**1400.01.06.** Permanent signs that give preference to the on-premise owner or occupant; and

**1400.01.07.** Temporary signs and advertising displays that provide an opportunity for grand openings and special events while restricting signs that create continuous visual clutter and hazards at public right-of-way intersections.

**1400.02 Findings.** The City of Hermantown finds it necessary for the promotion and preservation of the public health, safety, welfare, and aesthetics of the community that the construction, location, size, and maintenance of signs be controlled. Further, the City finds:

**1400.02.01.** Permanent and temporary signs have a direct impact on and relationship to the image of the community;

**1400.02.02.** The manner of installation, location, and maintenance of signs affects the public health, safety, welfare, and aesthetics of the community;

**1400.02.03.** An opportunity for viable identification of community businesses and institutions must be established;

**1400.02.04.** The safety of motorists, cyclists, pedestrians, and other users of public streets and property are affected by the number, size, location, and appearance of signs that unduly divert the attention of drivers;

**1400.02.05.** Installation of signs suspended from, projecting over, or placed on the tops of buildings, walks or other structures may constitute a hazard during periods of high winds and an obstacle to effective fire-fighting and other emergency services;

**1400.02.06.** Uncontrolled and unlimited signs adversely impact the image and aesthetic attractiveness of the community and thereby undermine economic value and growth;

**1400.02.07.** Uncontrolled and unlimited signs, particularly temporary signs that are commonly located within or adjacent to public right-of-way or are located at driveway/street intersections, result in roadside clutter and obstruction of views of oncoming traffic. This creates a hazard to drivers and pedestrians and also adversely impacts a logical flow of information;

**1400.02.08.** Commercial speech signs are generally incompatible with residential uses and should be strictly limited in residential zoning districts; and

**1400.02.09.** The right to express noncommercial opinions in any zoning district must be protected, subject to reasonable restrictions on size, height, location, and number.

**1400.03. Severability.** In the event any section, subsection, sentence, or word of this chapter is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this chapter, which shall remain in full force and effect as if such portion so declared or adjudged unconstitutional were not originally part of this chapter.

## **Section 1405 – Definitions**

**1405.01 Definitions.** Unless the context clearly indicates otherwise, the following terms shall have the meaning set forth herein in connection with the application of this chapter and as used elsewhere in these Zoning Regulations:

**1405.01.1.** “Abandoned sign” means a sign which becomes vacant or unoccupied for a period of six (6) months or more, or a sign which pertains to an event, time or purpose which no longer applies, or a sign which no longer correctly directs a person or advertises a product or activity. A sign which applies to a business suspended because of a change of ownership or management of such business shall not be deemed to be an “abandoned sign” unless the property on which the sign is located remains vacant for a period of more than six (6) months. A sign remaining after demolition of a principal structure shall be deemed to be abandoned.

**1405.01.2.** “Address sign” means a sign identifying street address only, either written or numerical.

**1405.01.3.** “Area identification sign” means a freestanding sign that identifies a residential subdivision, a multiple residential complex, a shopping center, an industrial area, an office complex, or any combination thereof.

**1405.01.4.** “Banners and pennants” means advertising or attention getting devices which resemble flags, or streamers and similar devices and are made of lightweight materials and mounted to be moved by atmospheric conditions.

**1405.01.5.** “Business sign” means a sign which identifies a business, product, service or commodity sold or conducted on the premises where such sign is located.

**1405.01.6.** “Changing sign (automatic)” means a sign, including an electrically controlled public service information sign, message center or reader board, where different automatic messages of an informative or commercial nature of interest to the public are shown.

**1405.01.7.** “Construction sign” means a sign used at a construction site for identification purposes.

**1405.01.8.** “Electronic Sign (ES)” Means a sign, display or device that changes the message copy on the sign by means of light emitting diodes (LED’S), video display, fiber optics, light bulbs or other illumination devices within the display area.

**1405.01.9.** “Flashing sign” means any illuminated sign which, when operated, does not maintain a uniform light intensity or color at all times.

**1405.01.10.** “Freestanding sign” means a sign not affixed to any other structure. A sign that is either attached directly to the ground or is on pylons, posts or uprights, not attached to or forming part of a building.

**1405.01.11.** “Governmental sign” means a sign erected by a local or other unit of government which is used to identify a public building or area, or to direct traffic or to otherwise inform the public.

**1405.01.12.** “Illuminated sign” means any sign which depends upon any artificial light source either directed at the sign or as an integral component of the sign.

**1405.01.13.** “Informational/directional sign” means a sign which has the purpose of informing or directing visitors, employees or delivery vehicles on the premises of a business. Such signs shall not contain any advertising messages.

**1405.01.14.** “Monument sign” means a freestanding sign that contains a solid or enclosed base no less than two thirds the width of the sign face and where the sign support post is not visible.

**1405.01.15.** “Non-conforming sign” means any advertising device or sign which was lawfully erected and maintained and which fails to conform to all the applicable regulations and restrictions.

**1405.01.16.** “On-premises sign” means any sign used to direct the attention to a business, service or commodity conducted upon the premises on which the sign is located and/or which refers to goods or services produced, offered for sale or obtained on such premises.

**1405.01.17.** “Off-premises sign” means a sign, including all supporting structures, poles and supports which directs the attention of the general public to a business, product, service or commodity which is conducted, sold or offered other than on the premises on which the sign is located.

**1405.01.18.** “Political campaign sign” means signs, posters or banners which pertain to an upcoming election of a candidate and/or political issue.

**1405.01.19.** “Portable sign” means a sign which is not affixed permanently to the premises on which it is located and is moveable on the premises or from one location to another.

**1405.01.20.** “Real estate sign” means a sign affixed to a business or lot which advertises the premises on which it is located for sale, lease or rental.

**1405.01.21.** “Roof sign” means any sign which is permanently attached to the roof of a building that extends above the roof of the building to which it is attached.

**1405.01.222.** “Sign” means the use of any letter, symbol, art, device or reading matter, either non-illuminated or illuminated, which is visible by the public, is located upon public or private property and is used to direct the public attention to any business, product, service, commodity or profession located either on or off the premises on which the sign is located. This definition does not include official notices issued by any court or public office or officer in the performance of a public duty and traffic control signs.

**1405.01.23.** “Sign area” means the area within a single continuous perimeter enclosing the extreme limits of the actual sign surface or, in the case of letters, numerals or symbols attached to a building, the area is included in the smallest continuous perimeter enclosing the letters, numerals or symbols, but does not include supports or bracing unless they are part of the message or sign face. Window signs affixed to a windowpane are calculated as individual letters or logos as long as the film around the perimeter of the letters or logos is transparent.

## **Section 1410 – General Provisions**

### **1410.01 Construction and Maintenance.**

**1410.01.1.** All signs shall be constructed in a safe manner so that no sign shall endanger persons or property.

**1410.01.2.** All signs shall be maintained and repaired as necessary to prevent the sign from endangering persons or property. All parts and supports shall be properly painted. Any sign or sign structure that is rotted or unsafe, deteriorated, defaced or otherwise altered, shall be repainted, or repaired or replaced by the licensee, owner or agent of the owner of the property from which the sign stands.

**1410.01.3.** The City shall allow for replacement of structural members or footing(s) that have deteriorated to a point of affecting the safety and/or general appearance of a conforming sign.

**1410.01.4.** Such repairs shall not alter the size or height of the existing sign and shall use similar materials whenever possible; provided, however, that the sign owner may request to improve the appearance of a sign or reduce its required maintenance by submitting a sign permit application to replace specific components with other materials. An example of such improvement would be the replacement of a multi-pole sign base with a single column. Such repairs are subject to design and architectural review by the Building Official.

**1410.01.5.** Any such improvements would be limited by the height and size restrictions of this chapter.

**1410.02 Construction Codes.** All signs shall be constructed in accordance with all applicable building and electrical codes.

**1410.03 Application of Regulations and Substitution Clause.** This section shall apply to the location, erection, and maintenance of signs in all zoning districts within the City of Hermantown. The owner of any sign that is otherwise allowed by this chapter may substitute non-commercial sign copy or message without any additional approval or permitting subject to the operational standards set forth herein. The purpose of this provision is to prevent any inadvertent favoring of commercial speech or message over non-commercial speech or message. This provision prevails over any more specific provision to the contrary.

**1410.04 Abandoned Signs.** Abandoned signs are prohibited. In addition to all other remedies, the City shall have the remedies and shall follow the procedures set forth in Minnesota Statute § 463.15 et seq., as it may be amended from time to time, with respect to any signs deemed abandoned under this chapter.

## **Section 1415 – Permits**

**1415.01 Required.** No sign shall be located, erected, moved, reconstructed, extended, enlarged or structurally altered within the City until a sign permit has been issued by the City of Hermantown, unless specifically waived within this chapter. No sign permit shall be issued for a sign not in conformity with the regulations applicable to such sign. The content of the sign shall not be reviewed or considered in determining whether to approve or deny a sign permit.

**1415.02 Exceptions.** A sign permit shall not be required for the following classes of signs:

**1415.02.1.** Class A signs;

**1415.02.2.** Class B signs;

**1415.02.3.** One Class C sign that is not larger than six square feet and is not freestanding;

**1415.02.4.** Class E signs; and

**1415.02.5.** Class F signs.

**1415.03 Application.** Application for a sign permit shall be made to the Building Official. The application shall contain the following information: the proposed location of the sign to be erected; its size expressed in terms of square feet of display area, using vertical and horizontal dimensions; the type of construction; the name and address of the owner of the sign and the person, firm or corporation that shall be responsible for the erection and maintenance thereof; a complete set of plans showing the necessary elevations, distances, size and details to fully and clearly represent the construction and place of the sign, and the name and address of the property owner of the land upon which it is to be erected. The Building Official may prescribe such suitable regulations, consistent with the provisions of this code, concerning the form and contents of all applications as he or she may deem necessary or advisable. All applications for permits shall be accompanied by design and engineering information, as may be requested by the Building Official.

**1415.04 Issuance of Permits by Building Official.**

**1415.04.1.** The Building Official shall consider all applications for sign permits in accordance with the provisions of this chapter.

**1415.04.2.** Prior to issuing a sign permit for any sign, the Building Official shall determine that the applicant shall have fully complied with the regulations of this chapter.

**1415.05 Duration of Permit.** Any sign permit issued by the Building Official under this chapter shall be valid for a period of 12 months from the date of issuance. If the construction of the sign is not completed within 12 months from the date of its issuance, the sign permit shall be void and the site for which the permit was sought shall be returned to the conditions it was in prior to the issuance of such sign permit.

**1415.06 Fees.** An application for a sign permit shall be accompanied by the fee specified in the following schedule:

<b>Class A:</b>	No fee required	
<b>Class B:</b>	No fee required	
<b>Class C (freestanding):</b>	Up to 50 sq. ft.	See fee schedule
	Over 50 sq. ft.	See fee schedule
<b>Other Class C:</b>	Up to 25 sq. ft.	See fee schedule
	Over 25 sq. ft.	See fee schedule
<b>Class D:</b>	Up to 100 sq. ft.	See fee schedule
	Over 100 sq. ft.	See fee schedule
<b>Class E:</b>	No fee required	
<b>Class F:</b>	No fee required	
<b>Class G (temporary):</b>		See fee schedule

**1415.06.1.** No application will be considered unless and until the required fee set forth in the fee schedule has been paid by the applicant to the City Clerk.

**1415.07 Building Permit.** In addition to the sign permit required by this chapter, a building permit must be obtained from the Building Official of the City of Hermantown prior to the construction of any sign when the construction activity is of such a nature that a building permit is required under the Hermantown Building Code.

## **Section 1420 – Prohibited Sign Characteristics**

**1420.01 Imitation of Other Devices.** No sign shall resemble, imitate or approximate the shape, size, form or color of railroad or traffic signs, signals or devices.

**1420.02 Visibility of Official Signs.** No sign shall be so located so as to interfere with the visibility or effectiveness of any official traffic sign or signal, or with driver vision at any access point or intersection.

**1420.03 Obstruction of Exit Routes.** No sign shall be erected, relocated or maintained so as to prevent free ingress or egress from any door, window or fire escape, and no sign shall be attached to a standpipe or fire escape.

**1420.04 Other Prohibited Sign Characteristics.** No animated signs and signs in the right-of-way except as provided by law. No signs on trees, shrubs, or public utility poles. No signs that are structurally unsafe or abandoned. No signs that contain or consist of pennants, ribbons, streamers, strings of lights, spinners or similar devices. No sidewalk decals, search lights and signs not otherwise listed as permitted.

**1420.05 Morality of Material.** No sign shall display any obscene, indecent or immoral matter as further defined by Minnesota Statute § 617.241.

**1420.06 Danger to Traffic.** No sign shall display any material which may cause danger to traffic. Included are signs which contain the words “stop,” “go slow,” “caution,” “danger,” “warning” or similar words.

**1420.07 Flashing Lights.** No flashing sign shall be erected which contains, includes or is illuminated by any flashing light or lights, except those giving public service information.

**1420.08 Shielding Required.** No sign shall be erected or maintained which is not effectively shielded so as to prevent beams or rays of light from being directed at any portion of the traveled way of any highway or street of such intensity or brilliance so as to cause glare or impair the vision of the operator of any motor vehicle. Further, all signs shall be constructed so as to prevent beams or rays of light from being directed at any portion of a building or residence.

**1420.09 Height Limitations.** No sign shall exceed the lesser of (1) maximum height limitation for the zone district in which it is located; or (2) the maximum height limitation set forth in Section

1425 of this chapter. The measurement for either height limitation shall be made from the site of the support structure or at the nearest roadway, whichever is higher.

**1420.10 Rotation and movement.** No sign shall be erected which involves rapid rotation of the structure or any part thereof, with the exception of Class C and Class D signs that are electronic signs.

**1420.11 Prohibitions for Class C and Class D signs.** The following prohibitions are applicable to Class C and Class D signs that are electronic signs:

**1420.11.1.** The sign must be separated from other electronic signs by at least 200 feet;

**1420.11.2. Orientation.** In all districts, the sign must be oriented so that no portion of the sign face is visible from a park that is over one acre in area and contains improvements for recreational use, which park is within 150 feet of the sign, or no portion of the sign face is visible from a school which is within 150 feet of the sign;

**1420.11.3.** All electronic signs must have an automatic dimmer control which produces a distinct illumination change from a higher allowed illumination level to a lower allowed level for the time period between one half hour before sunset and one-half hour after sunset. Luminance is limited to a maximum of 5,000 nits during the day and 300 nits during nighttime hours.

**1420.11.4. Duration.** Any image or message or portion thereof displayed on a Class C or D sign shall have a minimum duration of ten seconds and shall be static display. Transition time must be no longer than two seconds.

**1420.11.5. Default mechanism.** Electronic signs shall contain a default design that will freeze the design in one position if a malfunction occurs;

**1420.11.6. Audio or pyrotechnics.** Audio speakers or any form of pyrotechnics are prohibited.

## **Section 1425 – Classification of Signs**

**1425.01 Class A Signs.** Class A signs are subject to the following conditions.

**1425.01.1. Location.** Class A signs shall be allowed in any zone district in the City of Hermantown as required by the governing body having jurisdiction, including but not limited to the City of Hermantown, St. Louis County Highway Department, and State of Minnesota Highway Department.

**1425.01.2. Type.** Class A signs shall be limited to governmental signs.

**1425.01.3. Size.** As required.

**1425.01.4. Height.** As required.



**1425.01.5. Spacing.** As required.

**1425.01.6. Specifications.** None.

**1425.01.7. Lighting.** No requirements.

**1425.01.8. Setback.** No requirements.

**1425.02 Class B Signs.** Class B signs are signs which are used to inform the general public in a non-advertising message, except for real estate signs advertising the sale or lease of property and sponsorship signs for parks, ballfields, and trails. Class B signs are subject to the following conditions:

**1425.02.1. Location.** Class B signs shall be allowed in all zone districts of the City of Hermantown.

**1425.02.2. Type.** Class B signs shall be limited to informational/directional signs, address signs, house of worship signs, warning signs and similar signs.

**1425.02.3. Size.** All Class B signs shall be not greater than six square feet in sign area.

**1425.02.4. Height.** Not greater than ten feet.

**1425.02.5. Spacing.** No requirement.

**1425.02.6. Specifications.** None.

**1425.02.7. Lighting.** No requirements.

**1425.02.8. Setback.** No requirement.

**1425.02.9. Hiring Signs.** Signs indicating that opportunities are available for employment at the property upon which the signs are located are Class B signs. Hiring signs are subject to the following limitations and requirements:

**1425.02.9.1. Size.** Hiring signs shall not be larger than 64 square feet.

**1425.02.9.2. Height.** Hiring signs shall not be more than ten feet in height.

**1425.02.9.3. Time Limitation.** Hiring signs shall not be placed on the property for more than 90 days during any consecutive 180 calendar days.

**1425.02.9.4. Other Class B Restrictions Apply.** Except as modified by this 1425.02.9, all of the requirements for Class B signs shall be applicable to hiring signs.

**1425.03 Class C Signs.** Class C signs are on-premises signs that advertise a business, product, service, commodity or profession located on the same premises as the sign. Class C signs are subject to the following conditions:

**1425.03.1. Location.** Class C signs shall be allowed only on property that is zoned Commercial (C), Office/Light Industrial (C-1), Adult Use (C-1A), Business/Light Industrial (BLM), Hermantown Marketplace (HM) and Industrial (M-1) or (M-2). Class C signs advertising the business, product, service, commodity or profession shall be located only on the frontage of the project site. No Class C sign shall be allowed within 50 feet of a Class D sign.

**1425.03.2. Type.** Class C signs shall be limited to area identification signs, business signs, changing signs (automatic), freestanding signs, monument signs, illuminated signs, informational/directional signs, on-premises signs and roof signs.

**1425.03.3. Size.**

**1425.03.3.1.** One Class C freestanding sign with a maximum square footage sign area of 100 square feet shall be allowed on all project sites having 200 feet of road frontage or less.

**1425.03.3.2.** One Class C freestanding sign with a maximum square footage sign area of 200 square feet or two Class C freestanding signs with a maximum square footage sign area of 100 square feet shall be allowed on all project sites having frontage of greater than 200 feet and less than 500 feet of road frontage.

**1425.03.3.3.** One Class C freestanding sign with a maximum square footage sign area of 300 square feet or three Class C freestanding signs with a maximum square footage sign area of 100 square feet shall be allowed on all project sites having 500 feet of road frontage or more.

**1425.03.3.4.** One Class C monument sign with a maximum square footage sign area of 140 square feet and less than 14 feet high in lieu of the one Class C freestanding sign allowed above.

**1425.03.3.5.** All square footage surface area requirements shall include border and exclude structural supports. All other on-premises signs on the frontage of the site upon which the business, product, service, commodity or profession is located, shall be limited to signs attached to the walls, fascia or painted on the surface of the building.

**1425.03.3.6. Single-story buildings.** Wall signage to be allowed on all four sides of a building. Building sides abutting a road shall have a maximum sign area of two square feet for every one lineal front foot of building. Building sides not abutting a road shall have a maximum of 1.25 square feet for every one lineal foot of building. No attached sign shall project more than three feet beyond a building when attached thereto or be higher than the top roofline. For purposes of calculating the area of a freestanding sign, back-to-back or “V” type construction sign, only one face of such sign shall be considered.

**1425.03.3.7.** The road frontage shall be determined by the roadway immediately bordering the project site. Where the project site is bordered by two or more roadways each building side

abutting the roadway shall have a maximum of two square feet for every one lineal front foot of building.

**1425.03.3.8. Multi-story buildings.** Buildings greater than one story in height are allowed wall signage on all four sides of the building. Building sides abutting a road shall have the least restrictive of the following: sign area of two square feet for every one lineal front foot of building or 6% of total wall area. Building sides not abutting a road shall have the least restrictive of the following: 1.25 square feet for every one lineal foot of building or 4% of wall area.

**1425.03.4. Height.** The maximum height of any Class C freestanding sign shall not exceed 35 feet.

**1425.03.5. Spacing.** No Class C freestanding sign shall be closer than 50 feet to any other Class C freestanding sign.

**1425.03.6. Lighting.** Class C signs may be illuminated. Illumination of signs shall not be of a flashing, moving or intermittent type. Changing signs (automatic) are permitted.

**1425.03.7. Specifications.** None.

**1425.03.8. Setback.** Class C freestanding signs shall maintain a side yard setback equal to the height of the sign structure.

**1425.03.9. Tenant Signs.**

**1425.03.9.1.** A sign plan shall be required for all new commercial, office and industrial centers consisting of three or more tenant spaces. The sign plan shall be filed with the project application to construct the center and shall be processed concurrently with the project zoning application.

**1425.03.9.2.** This shall be achieved by:

**1425.03.9.2.1.** Using the same type of cabinet supports or method of mounting for signs and the same type of construction material for components, such as sign copy, cabinets, returns and supports;

**1425.03.9.2.2.** Using the same form of illumination of the signs; and/or

**1425.03.9.2.3.** For wall signs, specifying uniform sign positioning for both anchor tenants and minor tenants.

**1425.04 Class D Signs.**

**1425.04.1.** Class D signs are off-premises signs which direct the attention of the general public to a business, product, service or commodity which is conducted, sold or offered other than on the premises on which the sign is located.

**1425.04.2.** Class D signs are subject to the following conditions:

**1425.04.2.1. Location.** Class D signs shall be allowed only on property which is zoned Commercial (C), Office/Light Industrial (C-1), Adult Use (C-1A), Business/Light Manufacturing (BLM) or Industrial (M-1) and (M-2).

**1425.04.2.2. Type.** Class D signs shall be limited to off-premises signs.

**1425.04.2.3. Size.** The maximum sign area for any one face of a Class D sign shall not exceed 390 square feet, excluding border, trim, structural supports and extensions. Such maximum size limitation shall apply to each face of a sign structure. Class D signs may be placed back-to-back or in a “V” type construction (not to exceed 45 degrees) but not more than one display is allowed on each face of a sign structure. For purposes of calculating the area of a back-to-back or “V” type construction sign, however, only one face of such sign shall be considered.

**1425.04.2.4. Height.** The maximum height of any Class D sign shall not exceed 35 feet.

**1425.04.2.5. Spacing.** No Class D sign may be closer than 500 feet to any other Class D sign. This provision does not prohibit back-to-back or “V” type construction of Class D signs. The actual distance between Class D signs, measured in a straight line, shall be utilized in determining compliance with this requirement.

**1425.04.2.6. Specifications.** The Class D sign structure shall be metal only. Display panels and borders may, however, be constructed or finished in wood. All Class D signs shall be constructed on a single freestanding, self-supporting pole.

**1425.04.2.7. Lighting.** Class D signs may be illuminated. Illumination of signs shall not be of a flashing, moving or intermittent type.

**1425.04.2.8. Setback.** All Class D signs must be set back from the edge of the right-of-way bordering the front of the parcel of property upon which such sign is proposed to be located at least a distance equal to the height of such Class D sign. All Class D signs must be set back from the property lines other than the property line bordering the right-of-way described in the preceding sentence (sides and rear) of the parcel of property upon which such sign is proposed to be located at least a distance of 100 feet.

**1425.04.2.9. Prohibited on Property with Other Uses.** No Class D sign shall be allowed on a parcel of property on which there is an existing use (vacant lots only). If new construction takes place on the previously vacant parcel of property, the sign shall become non-conforming.

## **1425.05 Class E Signs.**

**1425.05.1.** Class E signs are signs which are erected by a business or individual which are not intended to be permanent.

**1425.05.2.** Class E signs are subject to the following conditions:

**1425.05.2.1. Location.** Class E signs shall be allowed in all zone districts of the City of Hermantown.

**1425.05.2.2. Type.** Class E signs shall be limited to construction signs and real estate signs.

**1425.05.2.3. Size.** The maximum square footage for Class E signs shall be limited to 100 square feet of sign area.

**1425.05.2.4. Height.** The maximum height for all Class E signs not attached to buildings shall not exceed 10 feet.

**1425.05.2.5. Time Limitation.** Class E signs shall be permitted for the following time periods:

**1425.05.2.5.1. Construction signs** – until substantial completion of building; and

**1425.05.2.5.2. Real estate signs** – until the sale or lease or rental of the property.

**1425.05.2.6. Specifications.** None.

**1425.05.2.7. Spacing.** No requirements.

**1425.05.2.8. Lighting.** No requirements.

**1425.05.2.9. Setback.** No requirement.

#### **1425.06 Class F Signs.**

**1425.06.1.** Class F signs are political campaign signs, posters or banners which pertain to an upcoming election of a candidate and/or political issue. Class F signs shall not include off-premises signs rented by political candidates or in connection with a political issue.

**1425.06.2.** Class F signs are subject to the following conditions:

**1425.06.3. Location.** Class F signs shall be allowed in all zone districts within the City of Hermantown.

**1425.06.4. Type.** Class F signs shall be limited to political campaign signs.

**1425.06.5. Size.** The maximum square footage of Class F signs shall be as follows:

<i>Zone</i>	<i>Area</i>
Residential and Suburban Zones	10 square feet
All other zones	25 square feet

**1425.06.6. Height.** The maximum height of a Class F sign shall be 10 feet.

**1425.06.7. Setback.** None required.

**1425.06.8. Special Regulations.**

**1425.06.8.1.** Class F signs may not be placed upon any right-of-way or on any publicly owned property, any public utility pole or on any private property without the consent of the owner or occupant of such property.

**1425.06.8.2.** Class F signs may not be placed so as to constitute a hazard to any person or property.

**1425.06.8.3.** Class F signs may not be placed in any location earlier than 60 days prior to an election and they shall not be allowed to remain in location more than ten days after the election at which the political issue advertised is decided or candidacy advertised is determined.

**1425.06.9. Specifications.** None.

**1425.06.10. Spacing.** No requirements.

**1425.06.11. Lighting.** No requirements.

**1425.07 Class G Signs.**

**1425.07.1.** Class G signs are signs which are erected and maintained by a business or individual and not permanently affixed to the premises which it is located.

**1425.07.2.** Class G signs are subject to the following performance standards:

**1425.07.2.1. Location.** Class G signs shall be allowed in all districts which are zoned Commercial (C), Office/Light Industrial (C-1), Adult Use (C-1A), Business/Light Manufacturing (BLM), Hermantown Marketplace (HM) and Industrial (M-1) or (M2).

**1425.07.2.2. Type.** Class G signs shall be limited to banners and pennants and portable signs. Temporary signs may not be any fluorescent color on a black background.

**1425.07.2.3. Size.** The maximum total square footage for Class G signs shall be 150 square feet.

**1425.07.2.4. Height.** The maximum height for all Class G signs not attached to buildings shall not exceed 15 feet.

**1425.07.2.5. Time Limitation.** Class G signs shall be allowed by permit for a period of time not to exceed 30 consecutive days in any 180-day period.

**1425.07.2.6. Specifications.** None.

**1425.07.2.7. Spacing.** No requirements.

**1425.07.2.8. Lighting.** No requirements.

**1425.07.2.9. Setback.** No requirements.

**1425.07.2.10. Setback.** No requirements.

**1425.07.2.11. Fee.** No fee required

**1425.07.2.12. Special Regulations.**

**1425.07.2.12.1** Signs shall not be painted on fences, rocks or similar structures or features, nor shall paper or similar signs be attached directly to a building wall or utility pole by an adhesive or mechanical fastener or otherwise.

**1425.07.2.12.2.** Garage sale signs, family event signs, open house signs and auction signs are permitted, provided such signs are placed no more than one day prior to and one day after said event. Such signs must comply with all other applicable rules, ordinances and regulations.

## **Section 1430 – Non-Conforming Signs and Violations**

**1430.01 Non-Conforming Signs.** The provision of Chapter 9 hereof shall be applicable to nonconforming signs, subject to applicable state law.

**1430.02 Violations.** Violation of this chapter is a misdemeanor. Each day that the violation continues is a separate offense. The Building Official is empowered to enforce the provisions of this chapter. The Building Official shall cause the removal of any sign that endangers the public safety such as abandoned, dangerous, or electronically or structurally defective or a sign for which no permit has been issued or a sign which obstructs or interferes with the public right-of-way. A notice of violation shall be mailed to the sign holder or property owner citing the violation. If the violation is not corrected within ten (10) days, the City may remove the sign. No notice is required to be provided to the holder of a temporary sign not meeting the requirements of this chapter. The cost of sign removal may be charged or assessed against the property which the sign was displayed.

## **Section 1435 – Setbacks**

**1435.01 Setbacks.** The setback requirements for structures established by Chapter 5 of this code shall not be applicable to signs. The setbacks set forth in this chapter shall be applicable to signs.

## **Section 1440 – Floodplain, Wetland and Shoreland Regulations**

**1440.01 Floodplain, Wetland and Shoreland Regulations.** Notwithstanding anything to the contrary contained in this Chapter 14, the regulations established by Chapter 15 hereof for Shoreland, Wetland and Floodplain Districts shall be applicable to signs.

Ordinance No. 2023-\_\_

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING AND RESTATING CHAPTER 14, SIGNS AND GROUND SIGNS, OF THE HERMANTOWN CITY CODE**

**Section 1. Purpose and Intent.** The Hermantown sign code is largely from Ordinance 76-01, which was passed in December of 1975. The sign code was updated in 2008. In the 47 years since the sign code was adopted and the 14 years since the chapter was updated, the City has made changes to its zoning code that impact the sign code. Namely, the city has added two new zone districts, the Hermantown Market Place (HM) and the Business/Light Manufacturing (BLM). There are also fees sprinkled throughout the sign code. The City now puts those fees in the fee resolution rather than embedding them in the code. This allows for an annual review of the fees and a more consistent fee scheme. Finally, the legal landscape for sign ordinances has changed. In 2015, the United States Supreme Court issued a decision in *Reed v. Town of Gilbert*, in which the standard of review for sign ordinances was heightened. The City wants to make sure that its sign code can withstand legal scrutiny. Ultimately, the purpose of this ordinance is to update and modernize the language of Chapter 14.

**Section 2. Amendment to Chapter 14.** Chapter 14, Signs and Ground Signs, is hereby amended and restated to read as shown on Exhibit A attached hereto.

**Section 3. Amended and Inserted in the Code.** After the restatement of Chapter 14 made by this ordinance becomes effective, it shall be inserted in the appropriate place in the Hermantown City Code.

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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



## EXHIBIT A

### Section 1400 — Purpose, Findings and Severability

~~1400.01 Purpose, Generally. It is the purpose of this chapter. The sign ordinance is intended to create the legal language and mechanism for a establish a comprehensive and balanced system of standards, regulations sign regulation that accommodates the need for a well-maintained, safe, and attractive community, and procedures governing the erection, use the need for effective communications including business identification. It is the intent of this chapter, to promote the health, safety, general welfare, aesthetics, and display image of all advertising street graphics and symbols used to facilitate visual communication of products and services in the community by regulating signs that are intended to communicate to the public, and to use signs that meet the City of Hermantown. Hermantown's goals by authorizing:~~

~~(Ord. 76-01, passed 12-31-1975)~~

~~1400.01.01. Permanent signs that establish a high standard of aesthetics;~~

~~1400.02 Authorization of Devices. With this purpose in mind, it is the intention of this chapter to authorize all visual communicative devices which:~~

~~1400.01.02.1. Are Signs that are compatible with their surroundings;~~

~~1400.02.2. Are appropriate to the type of activity to which they pertain;~~

~~1400.02.3. Are safely located with respect to vehicular and pedestrian traffic;~~

~~1400.01.03. Signs that are designed, constructed, installed, and maintained in a manner that does not adversely impact public safety or unduly distract motorists;~~

~~1400.01.04. Signs that are large enough to convey the intended message~~

~~1400.02.4. Will preserve and to help citizens find their way to intended destinations;~~

~~1400.01.05. Signs that are proportioned to the scale of, and are architecturally compatible with, principal structures;~~

~~1400.01.06. Permanent signs that give preference to the on-premise owner or occupant; and~~

~~1400.01.07. Temporary signs and advertising displays that provide an opportunity for grand openings and special events while restricting signs that create continuous visual clutter and hazards at public right-of-way intersections.~~

~~1400.02 Findings. The City of Hermantown finds it necessary for the promotion and preservation of the public health, safety, welfare, and aesthetics of the community that the construction, location, area and community as a whole; and size, and maintenance of signs be controlled. Further, the City finds:~~

1400.02.01. Permanent and temporary signs have a direct impact on and relationship to the image of the community;

1400.02.02. The manner of installation, location, and maintenance of signs affects the public health, safety, welfare, and aesthetics of the community;

1400.02.5. ~~Will protect the value of land,~~03. An opportunity for viable identification of community businesses and institutions must be established;

1400.02.04. The safety of motorists, cyclists, pedestrians, and other users of public streets and property are affected by the number, size, location, and appearance of signs that unduly divert the attention of drivers;

1400.02.05. Installation of signs suspended from, projecting over, or placed on the tops of buildings and landscapes-, walks or other structures may constitute a hazard during periods of high winds and an obstacle to effective fire-fighting and other emergency services;

~~(Ord. 76-01, passed 12-31-1975)~~

1400.02.06. Uncontrolled and unlimited signs adversely impact the image and aesthetic attractiveness of the community and thereby undermine economic value and growth;

1400.02.07. Uncontrolled and unlimited signs, particularly temporary signs that are commonly located within or adjacent to public right-of-way or are located at driveway/street intersections, result in roadside clutter and obstruction of views of oncoming traffic. This creates a hazard to drivers and pedestrians and also adversely impacts a logical flow of information;

1400.02.08. Commercial speech signs are generally incompatible with residential uses and should be strictly limited in residential zoning districts; and

1400.02.09. The right to express noncommercial opinions in any zoning district must be protected, subject to reasonable restrictions on size, height, location, and number.

1400.03. Severability. In the event any section, subsection, sentence, or word of this chapter is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this chapter, which shall remain in full force and effect as if such portion so declared or adjudged unconstitutional were not originally part of this chapter.

## **Section 1405 – Definitions**

**1405.01- Definitions.** Unless the context clearly indicates otherwise, the following terms shall have the meaning set forth herein in connection with the application of this chapter and as used elsewhere in these Zoning Regulations:

**1405.01.1.** “Abandoned sign” means a sign which becomes vacant or unoccupied for a period of six (6) months or more, or a sign which pertains to an event, time or purpose which no longer applies, or a sign which no longer correctly directs a person or advertises a product or activity. A

sign which applies to a business ~~temporarily~~ suspended because of a change of ownership or management of such business shall not be deemed to be an “abandoned sign” unless the property on which the sign is located remains vacant for a period of more than six ~~months.~~(6) months. A sign remaining after demolition of a principal structure shall be deemed to be abandoned.

**1405.01.2.** “Address sign” means a sign identifying street address only, either written or numerical.

**1405.01.3.** “Area identification sign” means a freestanding ~~on-premises~~ sign ~~which~~that identifies a residential subdivision, a multiple residential ~~complex of five or more units,~~ a shopping center ~~or complex consisting of three or more separate business concerns,~~ an industrial ~~complex or park,~~ ~~or area,~~ an office ~~building consisting of three or more separate business concerns and located on the contiguous property complex, or any combination thereof.~~

**1405.01.4.** “Banners and pennants” means advertising or attention getting devices which resemble flags, or streamers and similar devices and are made of ~~paper, cloth or plastic~~lightweight materials ~~and mounted to be moved by atmospheric conditions.~~

**1405.01.5.** “Business sign” means a sign which identifies a business, product, service or commodity sold or conducted on the premises where such sign is located.

**1405.01.6.** ~~“Changeable Message Sign (CMS).” Any sign, display or device which changes the message or copy on the sign by means of electronic rotation or panels or slats.~~

**1405.01.7.** “Changing sign (automatic)” means a sign, including an electrically controlled public service information sign, message center or reader board, where different automatic messages of an informative or commercial nature of interest to the public are shown. ~~The following are examples of this type of sign:~~

~~**1405.01.7.1.** “Message center sign” means any sign which contains a changing message within the copy area that remains on for a specified period of time and not on for a specified period of time.~~

~~**1405.01.7.**~~

~~**1405.01.7.2.** “Public service information sign” means any sign intended primarily to promote messages of general interest to the community such as time, temperature, date, events, news and the like.~~

~~**1405.01.7.3.** “Reader board sign” means any sign which contains a traveling message, usually in a horizontal manner. The characters of the message remain constant and do not change in hue or intensity, as they travel across the copy area of the sign.~~

**1405.01.8.** “Construction sign” means a sign used at a construction site for identification purposes.

**1405.01.98.** “Electronic Sign (ES).” A” Means a sign, display or device that changes the message copy on the sign by means of light emitting diodes (LED’S), video display, fiber optics, light bulbs or other illumination devices withwithin the display area.

**1405.01.109.** “Flashing sign” means any illuminated sign which, when operated, does not maintain a uniform light intensity or color at all times. ~~A changing sign (automatic) shall not be considered a “flashing sign.”~~

**1405.01.10.**~~1405.01.11.~~ “Freestanding sign” means a sign ~~which~~not affixed to any other structure. ~~A sign that~~ is either attached directly to the ground or is on pylons, posts or ~~walls and is completely independent~~uprights, not attached to or forming part of any building ~~or other structures on the property upon which it is located.~~

**1405.01.11.**~~1405.01.12.~~ “Governmental sign” means a sign erected by a local or other unit of government which is used to identify a public building or area, or to direct traffic or to otherwise inform the public.

**1405.01.1312.** “Illuminated sign” means any sign which depends upon any artificial light source either directed at the sign or as an integral component of the sign.

**1405.01.1413.** “Informational/directional sign” means a sign which has the purpose of informing or directing visitors, employees or delivery vehicles on the premises of a business. Such signs shall not contain any advertising messages.

**1405.01.14.** “Monument sign” means a freestanding sign that contains a solid or enclosed base no less than two thirds the width of the sign face and where the sign support post is not visible.

**1405.01.15.** “Non-conforming sign” means any advertising device or sign which was ~~designed, converted or adopted for a use prior~~lawfully erected and maintained and which fails to the adoption of provisions prohibiting such advertising device or sign in such location~~conform to all the applicable regulations and restrictions.~~

**1405.01.16.** “On-premises sign” means any sign used to direct the attention to a business, service or commodity conducted upon the premises on which the sign is located and/or which refers to goods or services produced, offered for sale or obtained on such premises.

**1405.01.17.** ~~“Outdoor advertising”~~“Off-premises sign” means a sign, including all supporting structures, poles and supports which directs the attention of the general public to a business, product, service or commodity which is conducted, sold or offered other than on the premises on which the sign is located.

**1405.01.18.** “Political campaign sign” means signs, posters or banners which pertain to an upcoming election of a candidate and/or political issue.

**1405.01.19.** “Portable sign” means a sign which is not affixed permanently to the premises on which it is located and is moveable on the premises or from one location to another.

**1405.01.20.** “Real estate sign” means a sign affixed to a business or lot which advertises the premises on which it is located for sale, lease or rental.

**1405.01.21.** “Roof sign” means any sign which is permanently attached to the roof of a building that extends above the roof of the building to which it is attached.

**1405.01.22222.** “Sign” means the use of any letter, symbol, art, device or reading matter, either non-illuminated or illuminated, which is visible by the public, is located upon public or private property and is used to direct the public attention to any business, product, service, commodity or profession located either on or off the premises on which the sign is located. This definition does not include official notices issued by any court or public office or officer in the performance of a public duty and traffic control signs.

**1405.01.23.** “Sign area” means the area within a single continuous perimeter enclosing the extreme limits of the actual sign surface or, in the case of letters, numerals or symbols attached to a building, the area is included in the smallest continuous perimeter enclosing the letters, numerals or symbols-

(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008), but does not include supports or bracing unless they are part of the message or sign face. Window signs affixed to a windowpane are calculated as individual letters or logos as long as the film around the perimeter of the letters or logos is transparent.

## **Section 1410 – General Provisions**

### **1410.01 Construction and Maintenance.**

**1410.01.1.** All signs shall be constructed in a safe manner so that no sign shall endanger persons or property.

**1410.01.2.** All signs shall be maintained and repaired as necessary to prevent the sign from endangering persons or property. All parts and supports shall be properly painted. Any sign or sign structure that is rotted or unsafe, deteriorated, defaced or otherwise altered, shall be repainted, or repaired or replaced by the licensee, owner or agent of the owner of the property from which the sign stands.

**1410.01.3.** The City shall allow for replacement of structural members or footing(s) that have deteriorated to a point of affecting the safety and/or general appearance of thea conforming sign.

**1410.01.4.** Such repairs shall not alter the size or height of the existing sign and shall use similar materials whenever possible; provided, however, that the sign owner may request to improve the appearance of a sign or reduce its required maintenance by replacingsubmitting a sign permit application to replace specific components with other materials. An example of such improvement would be the replacement of a multi-pole sign base with a single column. Such repairs are subject to design and architectural review by the Building Official.

**1410.01.5.** Any such improvements would be limited by the height and size restrictions of this chapter.

~~(Ord. 76-01, passed 12-31-1975)~~

#### **1410.02 Construction Codes.**

All signs shall be constructed in accordance with all applicable building and electrical codes.

~~(Ord. 76-01, passed 12-31-1975)~~

~~**1410.03 Designation of Ownership.** Every freestanding sign shall be plainly marked with the name and address of the owner of such sign.~~

~~(Ord. 76-01, passed 12-31-1975)~~

~~**1410.04 Abandoned Signs.** The **1410.03 Application of Regulations and Substitution Clause.** This section shall apply to the location, erection, and maintenance of signs in all zoning districts within the City of Hermantown. The owner of any sign that is otherwise allowed by this chapter may substitute non-commercial sign copy or message without any additional approval or permitting subject to the operational standards set forth herein. The purpose of this provision is to prevent any inadvertent favoring of commercial speech or message over non-commercial speech or message. This provision prevails over any more specific provision to the contrary.~~

~~**1410.04 Abandoned Signs.** Abandoned signs are prohibited. In addition to all other remedies, the City shall have the remedies and shall follow the procedures set forth in M.S. Sections Minnesota Statute § 463.15 et seq., as it may be amended from time to time, with respect to any signs deemed abandoned under this chapter.~~

~~(Ord. 76-01, passed 12-31-1975)~~

### **Section 1415 – Permits**

~~**1415.01 Required.** Except as otherwise specifically authorized, no No sign shall be located, erected, moved, reconstructed, extended, enlarged or structurally altered within the City until a sign permit has been issued by the City of Hermantown., unless specifically waived within this chapter. No sign permit shall be issued for a sign not in conformity with the regulations applicable to such sign; provided, however, that nothing herein. The content of the sign shall not be construed reviewed or considered in determining whether to require approve or deny a sign permit to change or alter advertising messages on any sign.~~

~~(Ord. 76-01, passed 12-31-1975).~~

**1415.02 Exceptions.** A sign permit shall not be required for the following classes of signs:

**1415.02.1.** Class A signs;

**1415.02.2.** Class B signs;

1415.02.3. One Class C sign that is not larger than six square feet and is not freestanding;

1415.02.4. Class E signs; and ~~1415.02.5. Class F signs.~~

1415.02.5. Class F signs. ~~(Ord. 76-01, passed 12-31-1975)~~

**1415.03 Application.** Application for a sign permit shall be made to the ~~Zoning Officer~~Building Official. The application shall contain the following information: the proposed location of the sign to be erected; its size expressed in terms of square feet of display area, using vertical and horizontal dimensions; the type of construction; the name and address of the owner of the sign and the person, firm or corporation that shall be responsible for the erection and maintenance thereof; a complete set of plans showing the necessary elevations, distances, size and details to fully and clearly represent the construction and place of the sign, and the name and address of the property owner of the land upon which it is to be erected. The ~~Zoning Officer~~Building Official may prescribe such suitable regulations, consistent with the provisions of this code, concerning the form and contents of all applications as he or she may deem necessary or advisable. All applications for permits shall be accompanied by ~~a diagram or plan design~~ and elevation engineering information, as may be requested by the ~~Zoning Officer~~Building Official.

~~(Ord. 76-01, passed 12-31-1975)~~

**1415.04 Issuance of Permits by ~~Zoning Officer~~Building Official.**

**1415.04.1.** The ~~Zoning Officer~~Building Official shall consider all applications for sign permits in accordance with the provisions of this chapter.

**1415.04.2.** Prior to issuing a sign permit for any sign, the ~~Zoning Officer~~Building Official shall determine that the applicant shall have fully complied with the regulations of this chapter.

~~(Ord. 76-01, passed 12-31-1975)~~

**1415.05 Duration of Permit.** Any sign permit issued by the ~~Zoning Officer~~Building Official under this chapter shall be valid for a period of 12 months from the date of issuance. If the construction of the sign is not completed within 12 months from the date of its issuance, the sign permit shall be void and the site for which the permit was sought shall be returned to the conditions it was in prior to the issuance of such sign permit.

~~(Ord. 76-01, passed 12-31-1975)~~

**1415.06 Fees.** An application for a sign permit shall be accompanied by the fee specified in the following schedule:

<b>Class A:</b>	No fee required	
<b>Class B:</b>	No fee required	
<b>Class C (freestanding):</b>	Up to 50 sq. ft.	<del>\$110.00</del> <u>See fee schedule</u>

	Over 50 sq. ft.	<del>\$110.00</del> <a href="#">See fee schedule</a>
<b>Other Class C:</b>	Up to 25 sq. ft.	<del>\$60.00</del> <a href="#">See fee schedule</a>
	Over 25 sq. ft.	<del>\$110.00</del> <a href="#">See fee schedule</a>
<b>Class D:</b>	Up to 100 sq. ft.	<del>\$110.00</del> <a href="#">See fee schedule</a>
	Over 100 sq. ft.	<del>\$110.00</del> <a href="#">See fee schedule</a>
<b>Class E:</b>	No fee required	
<b>Class F:</b>	No fee required	
<b>Class G (temporary):</b>		<del>\$25.00</del> <a href="#">See fee schedule</a>

**1415.06.1.** No application will be considered unless and until the required fee [set forth in the fee schedule](#) has been paid by the applicant to the City Clerk. ~~\$25~~

~~**1415.06.2.** Any fee paid to the City Clerk shall be refunded if the applicant withdraws his or her application prior to the consideration of it by the Zoning Officer.~~

~~(Ord. 76-01, passed 12-31-1975)~~

**1415.07 Building Permit.** In addition to the sign permit required by this chapter, a building permit must be obtained from the Building Official of the City of Hermantown prior to the construction of any sign when the construction activity is of such a nature that a building permit is required under the Hermantown Building Code.

~~(Ord. 76-01, passed 12-31-1975)~~

## **Section 1420 – Prohibited Sign Characteristics ~~of Signs~~**

**1420.01 Imitation of Other Devices.** No sign shall resemble, imitate or approximate the shape, size, form or color of railroad or traffic signs, signals or devices.

~~(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008)~~

**1420.02 Visibility of Official Signs.** No sign shall be so located so as to interfere with the visibility or effectiveness of any official traffic sign or signal, or with driver vision at any access point or intersection.

~~(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008)~~

**1420.03 Obstruction of Exit Routes.** No sign shall be erected, relocated or maintained so as to prevent free ingress or egress from any door, window or fire escape, and no sign shall be attached to a standpipe or fire escape.

~~(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008)~~



**1420.04 ~~Moving Parts.~~Other Prohibited Sign Characteristics.** No ~~sign shall~~ animated signs and signs in the right-of-way except as provided by law. No signs on trees, shrubs, or public utility poles. No signs that are structurally unsafe or abandoned. No signs that contain ~~any rotating or moving parts.~~

~~(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008)~~ or consist of pennants, ribbons, streamers, strings of lights, spinners or similar devices. No sidewalk decals, search lights and signs not otherwise listed as permitted.

**1420.05 Morality of Material.** No sign shall display any obscene, indecent or immoral matter as further defined by Minnesota Statute § 617.241.

~~(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008)~~

**1420.06 Danger to Traffic.** No sign shall display any material which may cause danger to traffic. Included are signs which contain the words “stop,” “go slow,” “caution,” “danger,” “warning” or similar words.

~~(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008)~~

**1420.07 Flashing Lights.** No flashing sign shall be erected which contains, includes or is illuminated by any flashing light or lights, except those giving public service information.

~~(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008)~~

**1420.08 Shielding Required.** No sign shall be erected or maintained which is not effectively shielded so as to prevent beams or rays of light from being directed at any portion of the traveled way of any highway or street of such intensity or brilliance so as to cause glare or impair the vision of the operator of any motor vehicle. Further, all signs shall be constructed so as to prevent beams or rays of light from being directed at any portion of a building or residence.

~~(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008)~~

**1420.09 Height Limitations.** No sign shall exceed the lesser of (1) maximum height limitation for the zone district in which it is located; or (2) the maximum height limitation set forth in Section 1425 of this chapter. The measurement for either height limitation shall be made from the site of the support structure or at the nearest roadway, whichever is higher.

~~(Ord. 76-01, passed 12-31-1975; Am. Ord. 2008-01, passed 3-17-2008)~~

**1420.10 Rotation and movement.** No sign shall be erected which involves rapid rotation of the structure or any part thereof, with the exception of Class C and Class D signs that are ~~CMS and E~~ Electronic signs ~~as defined in Section 1405.~~

~~(Ord. 2008-01, passed 3-17-2008).~~

**1420.11 Prohibitions for Class C and Class D signs.** The following prohibitions are applicable to Class C and Class D signs that are ~~CMS and E~~Electronic signs ~~as defined in Section 1405:~~

**1420.11.1.** The sign must be separated from other ~~changeable message signs and~~ electronic signs by at least ~~100~~200 feet;

**1420.11.2. Orientation.** In all districts, the sign must be oriented so that no portion of the sign face is visible from a park that is over one acre in area and contains improvements for recreational use, which park is within 150 feet of the sign, or no portion of the sign face is visible from a school which is within 150 feet of the sign;

**1420.11.3.** All ~~CMS and E~~Electronic signs must have an automatic dimmer control which produces a distinct illumination change from a higher allowed illumination level to a lower allowed level for the time period between one half hour before sunset and one-half hour after sunset. ~~The applicant must demonstrate the automatic dimming capability of the sign before the permit for the sign may be issued to applicant; Luminance is limited to a maximum of 5,000 nits during the day and 300 nits during nighttime hours.~~

**1420.11.4. Duration.** Any image or message or portion thereof displayed on a Class C or D sign shall have a minimum duration of eighteen seconds and shall be static display. Transition time must be no longer than two seconds. ~~Any image or message or portion thereof displayed on a Class C sign shall have a minimum duration of one second and shall be static display. Transition time must be no longer than two seconds;~~

**1420.11.5. Default mechanism.** ~~CMS and E~~Electronic signs shall contain a default design that will freeze the design in one position if a malfunction occurs;

**1420.11.6. Audio or pyrotechnics.** Audio speakers or any form of pyrotechnics are prohibited.

~~(Ord. 2008-01, passed 3-17-2008)~~

## **Section 1425 – Classification of Signs**

**1425.01 Class A Signs.** Class A signs are subject to the following conditions.

**1425.01.1. Location.** Class A signs shall be allowed in any zone district in the City of Hermantown as required by the governing body having jurisdiction, including but not limited to the City of Hermantown, St. Louis County Highway Department, and State of Minnesota Highway Department.

**1425.01.2. Type.** Class A signs shall be limited to governmental signs.

**1425.01.3. Size.** As required.

**1425.01.4. Height.** As required.

**1425.01.5. Spacing.** As required.

**1425.01.6. Specifications.** None.

**1425.01.7. Lighting.** No requirements. ~~1425.01.8. Setback. No requirements.~~

1425.01.8. Setback. No requirements. (~~Ord. 76-01, passed 12-31-1975~~)

**1425.02 Class B Signs.** Class B signs are signs which are used to inform the general public in a non-advertising message, except for real estate signs advertising the sale or lease of property and sponsorship signs for parks, ballfields, and trails. Class B signs are subject to the following conditions:

**1425.02.1. Location.** Class B signs shall be allowed in all zone districts of the City of Hermantown.

**1425.02.2. Type.** Class B signs shall be limited to informational/directional signs, address signs, house of worship signs, warning signs and similar signs.

**1425.02.3. Size.** All Class B signs shall be not greater than six square feet in sign area.

**1425.02.4. Height.** Not greater than ten feet.

**1425.02.5. Spacing.** No requirement.

**1425.02.6. Specifications.** None.

**1425.02.7. Lighting.** No requirements.

**1425.02.8. Setback.** No requirement.

**1425.02.9. Hiring Signs.** Signs indicating that opportunities are available for employment (~~“hiring signs”~~) at the property upon which the signs are located are Class B signs. Hiring signs are subject to the following limitations and requirements:

**1425.02.9.1. Size.** Hiring signs shall not be larger than 64 square feet.

**1425.02.9.2. Height.** Hiring signs shall not be more than ten feet in height.

**1425.02.9.3. Time Limitation.** Hiring signs shall not be placed on the property for more than 90 days during any consecutive 180 calendar days.

**1425.02.9.4. Other Class B Restrictions Apply.** Except as modified by this 1425.02.9, all of the requirements for Class B signs shall be applicable to hiring signs.

~~(Ord. 76-01, passed 12-31-1975)~~

**1425.03 Class C Signs.** Class C signs are on-premises signs that advertise a business, product, service, commodity or profession located on the same premises as the sign. Class C signs are subject to the following conditions:

**1425.03.1. Location.** Class C signs shall be allowed only on property that is zoned Commercial (C), Office/Light Industrial (C-1), Adult Use (C-1A), Business/Light Industrial (BLM), Hermantown Marketplace (HM) and Industrial (M-1) or (M-2). Class C signs advertising the business, product, service, commodity or profession shall be located only on the frontage of the project site. No Class C sign shall be allowed within 50 feet of a Class D sign.

**1425.03.2. Type.** Class C signs shall be limited to area identification signs, business signs, changing signs (automatic), freestanding signs, monument signs, illuminated signs, informational/directional signs, on-premises signs and roof signs.

**1425.03.3. Size.**

**1425.03.3.1.** One Class C freestanding sign with a maximum square footage sign area of 100 square feet shall be allowed on all project sites having 200 feet of road frontage or less.

**1425.03.3.2.** One Class C freestanding sign with a maximum square footage sign area of 200 square feet or two Class C freestanding signs with a maximum square footage sign area of 100 square feet shall be allowed on all project sites having frontage of greater than 200 feet and less than 500 feet of road frontage.

**1425.03.3.3.** One Class C freestanding sign with a maximum square footage sign area of 300 square feet or three Class C freestanding signs with a maximum square footage sign area of 100 square feet shall be allowed on all project sites having 500 feet of road frontage or more.

**1425.03.3.4.** One Class C monument sign with a maximum square footage sign area of 140 square feet and less than 14 feet high in lieu of the one Class C freestanding sign allowed above.

**1425.03.3.5.** All square footage surface area requirements shall include border and exclude structural supports. All other on-premises signs on the frontage of the site upon which the business, product, service, commodity or profession is located, shall be limited to signs attached to the walls, fascia or painted on the surface of the building.

**1425.03.3.5. ~~The~~6. Single-story buildings.** Wall signage to be allowed on all four sides of a building. Building sides abutting a road shall have a maximum sign area of such signs shall be two square feet for every one lineal front foot of the principal building on such premises. Building sides not abutting a road shall have a maximum of 1.25 square feet for every one lineal foot of building. No attached sign shall project more than three feet beyond a building when attached thereto or be higher than the top roofline. For purposes of calculating the area of a freestanding sign, back-to-back or “V” type construction sign, only one face of such sign shall be considered.

**1425.03.3.67.** The road frontage shall be determined by the roadway immediately bordering the project site. Where the project site is bordered by two or more roadways each building side abutting the roadway with the greatest frontage shall be utilized. have a maximum of two square feet for every one lineal front foot of building.

**1425.03.3.8. Multi-story buildings.** Buildings greater than one story in height are allowed wall signage on all four sides of the building. Building sides abutting a road shall have the least restrictive of the following: sign area of two square feet for every one lineal front foot of building or 6% of total wall area. Building sides not abutting a road shall have the least restrictive of the following: 1.25 square feet for every one lineal foot of building or 4% of wall area.

**1425.03.4. Height.** The maximum height of any Class C freestanding sign shall not exceed 35 feet.

**1425.03.5. Spacing.** No Class C freestanding sign shall be closer than 50 feet to any other Class C freestanding sign.

**1425.03.6. Lighting.** Class C signs may be illuminated. Illumination of signs shall not be of a flashing, moving or intermittent type. Changing signs (automatic) are permitted.

**1425.03.7. Specifications.** None.

**1425.03.8. Setback.** Class C freestanding signs shall maintain a side yard setback equal to the height of the sign structure.

**1425.03.9. Tenant Signs.**

**1425.03.9.1.** A sign ~~program plan~~ shall be required for all new commercial, office and industrial centers consisting of three or more tenant spaces. The ~~program sign plan~~ shall be filed with the project application to construct the center and shall be processed concurrently with the project application. ~~The purpose of the program shall be to integrate signs with building and landscaping design to form a unified architectural statement. zoning application.~~

**1425.03.9.2.** This shall be achieved by:

**1425.03.9.2.1.** Using the same type of cabinet supports or method of mounting for signs and the same type of construction material for components, such as sign copy, cabinets, returns and supports;

**1425.03.9.2.2.** Using the same form of illumination of the signs; and/or

**1425.03.9.2.3.** For wall signs, specifying uniform sign positioning for both anchor tenants and minor tenants.

~~(Ord. 76-01, passed 12-31-1975)~~

#### 1425.04 Class D Signs.

**1425.04.1.** Class D signs are off-premises signs which direct the attention of the general public to a business, product, service or commodity which is conducted, sold or offered other than on the premises on which the sign is located.

**1425.04.2.** Class D signs are subject to the following conditions:

**1425.04.2.1. Location.** Class D signs shall be allowed only on property which is zoned Commercial (C), Office/Light Industrial (C-1), Adult Use (C-1A), Business/Light Manufacturing (BLM) or Industrial (M-1) and (M-2).

**1425.04.2.-2. Type.** Class D signs shall be limited to ~~outdoor advertising~~off-premises signs.

**1425.04.2.3. Size.** The maximum sign area for any one face of a Class D sign shall not exceed 390 square feet, excluding border, trim, structural supports and extensions. Such maximum size limitation shall apply to each face of a sign structure. Class D signs may be placed back-to-back or in a “V” type construction (not to exceed 45 degrees) but not more than one display is allowed on each face of a sign structure. For purposes of calculating the area of a back-to-back or “V” type construction sign, however, only one face of such sign shall be considered.

**1425.04.2.4. Height.** The maximum height of any Class D sign shall not exceed 35 feet.

**1425.04.2.5. Spacing.** No Class D sign may be closer than ~~5,000~~500 feet to any other Class D sign. This provision does not prohibit back-to-back or “V” type construction of Class D signs. The actual distance between Class D signs, measured in a straight line, shall be utilized in determining compliance with this requirement.

**1425.04.2.6. Specifications.** The Class D sign structure shall be metal only. Display panels and borders may, however, be constructed or finished in wood. All Class D signs shall be constructed on a single freestanding, self-supporting pole.

**1425.04.2.7. Lighting.** Class D signs may be illuminated. Illumination of signs shall not be of a flashing, moving or intermittent type. ~~Changing signs (automatic) are permitted.~~

**1425.04.2.8. Setback.** All Class D signs must be set back from the edge of the right-of-way bordering the front of the parcel of property upon which such sign is proposed to be located at least a distance equal to the height of such Class D sign. All Class D signs must be set back from the property lines other than the property line bordering the right-of-way described in the preceding sentence (sides and rear) of the parcel of property upon which such sign is proposed to be located at least a distance of 100 feet.

**1425.04.2.9. Prohibited on Property with Other Uses.** No Class D sign shall be allowed on a parcel of property on which there is an existing use.

~~(Ord. 76-01, passed 12-31-1975) (vacant lots only). If new construction takes place on the previously vacant parcel of property, the sign shall become non-conforming.~~

#### **1425.05 Class E Signs.**

**1425.05.1.** Class E signs are signs which are erected by a business or individual which are not intended to be permanent.

**1425.05.2.** Class E signs are subject to the following conditions:

**1425.05.2.1. Location.** Class E signs shall be allowed in all zone districts of the City of Hermantown.

**1425.05.2.2. Type.** Class E signs shall be limited to construction signs and real estate signs.

**1425.05.2.3. Size.** The maximum square footage for Class E signs shall be limited to 100 square feet of sign area.

**1425.05.2.4. Height.** The maximum height for all Class E signs not attached to buildings shall not exceed 10 feet.

**1425.05.2.5. Time Limitation.** Class E signs shall be permitted for the following time periods:

**1425.05.2.5.1. Construction signs** — until substantial completion of building; and

**1425.05.2.5.2. Real estate signs** — until the sale or lease or rental of the property.

**1425.05.2.6. Specifications.** None.

**1425.05.2.7. Spacing.** No requirements.

**1425.05.2.8. Lighting.** No requirements.

**1425.05.2.9. Setback.** No requirement.

~~(Ord. 76-01, passed 12-31-1975)~~

#### **1425.06 Class F Signs.**

**1425.06.1.** Class F signs are political campaign signs, posters or banners which pertain to an upcoming election of a candidate and/or political issue. Class F signs shall not include ~~outdoor advertising off-premises~~ signs rented by political candidates or in connection with a political issue.

**1425.06.2.** Class F signs are subject to the following conditions:

**1425.06.13. Location.** Class F signs shall be allowed in all zone districts within the City of Hermantown.

**1425.06.24. Type.** Class F signs shall be limited to political campaign signs.

**1425.06.35. Size.** The maximum square footage of Class F signs shall be as follows:

<i>Zone</i>	<i>Area</i>
Residential and Suburban Zones	10 square feet
All other zones	25 square feet

**1425.06.46. Height.** The maximum height of a Class F sign shall be 10 feet. ~~1425.06.5. Setback. None required.~~

**1425.06.7. Setback.** None required.

**1425.06.68. Special Regulations.**

**1425.06.68.1.** Class F signs may not be placed upon any right-of-way or on any publicly owned property, any public utility pole or on any private property without the consent of the owner or occupant of such property.

**1425.06.68.2.** Class F signs may not be placed so as to constitute a hazard to any person or property.

**1425.06.68.3.** Class F signs may not be placed in any location earlier than 3060 days prior to an election and they shall not be allowed to remain in location more than ten days after the election at which the political issue advertised is decided or candidacy advertised is determined.

~~1425.06.6.4. If any Class F sign is found, placed, attached or allowed to remain in violation of any section of this chapter and the identity of the person who placed or attached such sign cannot be determined, the person, corporation or other legal entity represented by the sign shall be held prima facie responsible for such violation 1425.06.9.~~

~~1425.06.7. Specifications.~~ None.

**1425.06.810. Spacing.** No requirements.

**1425.06.911. Lighting.** No requirements.

~~(Ord. 76-01, passed 12-31-1975)~~ **1425.07 Class G Signs.**

**1425.07.1.** Class G signs are signs which are erected and maintained by a business or individual and not permanently affixed to the premises which it is located.



**1425.07.2.** Class G signs are subject to the following performance standards:

**1425.07.2.1. Location.** Class G signs shall be allowed in all districts which are zoned Commercial (C), Office/Light Industrial (C-1), Adult Use (C-1A), Business/Light Manufacturing (BLM), Hermantown Marketplace (HM) and Industrial (M-1) or (M2).

**1425.07.2.2. Type.** Class G signs shall be limited to banners and pennants and portable signs. Temporary signs may not be any fluorescent color on a black background.

**1425.07.2.3. Size.** The maximum total square footage for Class G signs shall be 150 square feet.

**1425.07.2.4. Height.** The maximum height for all Class G signs not attached to buildings shall not exceed 15 feet.

**1425.07.2.5. Time Limitation.** Class G signs shall be allowed by permit for a period of time not to exceed 30 consecutive days in any 180-day period.

**1425.07.2.6. Specifications.** None.

**1425.07.2.7. Spacing.** No requirements.

**1425.07.2.8. Lighting.** No requirements.

**1425.07.2.9. Setback.** No requirements.

**1425.07.2.910. Setback.** No requirements.

~~**1425.07.2.10.**~~

~~**1425.07.2.11. Fee.** No fee required, except for approved deviations from performance standards. Fee for permit application form is \$20.~~

~~**1425.07.2.12.**~~

~~**1425.07.2.11. Special Regulations.**~~

~~**1425.07.2.112.1**~~ Signs shall not be painted on fences, rocks or similar structures or features, nor shall paper or similar signs be attached directly to a building wall or utility pole by an adhesive or mechanical fastener or otherwise.

~~**1425.07.2.112.2.**~~ Garage sale signs, family event signs, open house signs and auction signs are permitted, provided such signs are placed no more than one day prior to and one day after said event. Such signs must comply with all other applicable rules, ordinances and regulations.

~~(Ord. 76-01, passed 12-31-1975)~~

## **Section 1430 – Non-Conforming Signs and Violations**

**1430.01 Non-Conforming Signs.** The provision of Chapter 9 hereof shall be applicable to nonconforming signs, subject to applicable state law.

~~(Ord. 76-01, passed 12-31-1975)~~**1430.02 Violations.** Violation of this chapter is a misdemeanor. Each day that the violation continues is a separate offense. The Building Official is empowered to enforce the provisions of this chapter. The Building Official shall cause the removal of any sign that endangers the public safety such as abandoned, dangerous, or electronically or structurally defective or a sign for which no permit has been issued or a sign which obstructs or interferes with the public right-of-way. A notice of violation shall be mailed to the sign holder or property owner citing the violation. If the violation is not corrected within ten (10) days, the City may remove the sign. No notice is required to be provided to the holder of a temporary sign not meeting the requirements of this chapter. The cost of sign removal may be charged or assessed against the property which the sign was displayed.

## **Section 1435 – Setbacks**

**1435.01 Setbacks.** The setback requirements for structures established by Chapter 5 of this code shall not be applicable to signs. The setbacks set forth in this chapter shall be applicable to signs.

~~(Ord. 76-01, passed 12-31-1975)~~

## **Section 1440 – Floodplain, Wetland and Shoreland Regulations**

**1440.01 Floodplain, Wetland and Shoreland Regulations.** Notwithstanding anything to the contrary contained in this Chapter 14, the regulations established by Chapter 15 hereof for Shoreland, Wetland and Floodplain Districts shall be applicable to signs.

~~(Ord. 76-01, passed 12-31-1975)~~



**CITY COUNCIL MEETING DATE:** June 5, 2023

**TO:** Mayor & City Council

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

**SUBJECT:** Water & Sewer Ordinance change

**RESOLUTION:**                       **ORDINANCE:** 2023-05                       **OTHER:**

**REQUESTED ACTION**

Approve change in ordinance whereby certifying delinquent utilities is an option instead of a requirement for water customers.

**BACKGROUND**

Currently certifying delinquent utilities to St. Louis County each November/December is a requirement of our ordinance. We recommend making it an City option to certify or an option to continue to use our past due process which currently works very well. This would be a benefit to our residents and to our staff. (This change would apply to water customers, not stormwater or sewer only customers.)

Following are some benefits:

- Removes the confusion of partial payments applied during the timeframe between when the cut off (Sept. 30) and the deadline to pay date. Our customers continue to accrue charges during this time while sometimes making partial payments resulting in confusion and sometimes frustration during this process for our residents.
- Saves citizens the City certification fee (currently \$100)
- Saves the City substantial staff time and other costs of initiating, recording, and ongoing monitoring of the certified amounts.
- Gives the City flexibility in the certification process
- City will receive money in a more timely fashion if we follow the past due process

**SOURCE OF FUNDS (if applicable)**

N/A

**ATTACHMENTS**

Ordinance

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING CHAPTER 9, UTILITIES AND SERVICES, OF THE HERMANTOWN CITY CODE BY MODIFYING THE RULES GOVERNING THE COLLECTION ON DELINQUENT UTILITY ACCOUNTS**

Section 1. **Purpose and Intent.** The purpose and intent of this amendment is to modify the rules and procedures the City of Hermantown follows related to the collection on delinquent utility accounts.

Section 2. **Amendment to Section 910.11.** Section 910.11, Delinquent Accounts, is hereby amended to read as follows and inserted into the Hermantown City Code to read:

**“Section 910.11 Delinquent Accounts.** Delinquent and unpaid Stormwater Utility Fees may be certified to the St. Louis County Auditor for collection with real estate taxes during the following year or any year thereafter ~~in the manner prescribed in City of Hermantown’s Policy adopted October 6, 2014, titled: Delinquent Utility Bills—Certification on Property Taxes, as it may be amended from time to time,~~ pursuant to Minnesota Statute 444.075.”

Deleted language is struck out and added language is underlined.

Section 3. **Amendment to Section 930.09.6.** Section 930.09.6, Delinquent Sewer Accounts, is hereby amended to read as follows and inserted into the Hermantown City Code to read:

**“Section 930.09.6 Delinquent Sewer Accounts.** All charges for sewer service shall be paid on or before the bill due date and shall be delinquent 30 days thereafter. Once delinquent, the City will follow its past due procedure, which includes notification, opportunity to discuss, and timing on possible disconnection. It shall be the duty of the City to promptly collect delinquent accounts, and in all cases where satisfactory arrangements for payment have not been made, the past due procedure will be followed. ~~All~~Delinquent accounts ~~shall~~may be certified to St. Louis County to be paid on the following year’s property taxes. The Clerk shall prepare an assessment roll each year providing for assessment of the delinquent accounts against the respective properties served.”

Deleted language is struck out and added language is underlined.

Section 4. **Amendment to Section 940.10.** Section 940.10, Delinquent Water Accounts, is hereby amended to read as follows and inserted into the Hermantown City Code to read:

**“940.10 Delinquent Water Accounts.** All charges for water service shall be paid on or before the bill due date and shall be delinquent 30 days thereafter. Once delinquent, the City will follow its past due procedure, which includes notification, opportunity to discuss, and timing on possible disconnection. It shall be the duty of the City to promptly collect delinquent accounts, and in all cases where satisfactory arrangements for payment have not been made, the past due procedure will be followed, which may result in shutting off the water at the stop box. ~~All~~Delinquent accounts ~~shall~~may be certified to St. Louis County to be paid on the following year’s property taxes. The Clerk shall prepare an assessment roll each year providing for assessment of the delinquent accounts against the respective properties served.”

Deleted language is struck out and added language is underlined.

Section 5. **Amendment to be Inserted in Code.** After this ordinance becomes effective, the changes made by this ordinance shall be made in the appropriate place in the Hermantown City Code. This ordinance shall be published in the official newspaper of the City.

Section 6. **Effective Date.** The provisions of this Ordinance shall be effective after adoption and immediately upon publication once in the official newspaper of the City of Hermantown.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

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

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

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

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



**CITY COUNCIL MEETING DATE:** June 5, 2023

**TO:** Mayor & City Council

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

**SUBJECT:** Special Use Permit – 672 square foot addition to an existing 840 square foot accessory building (1,512 square feet total) in a R-3, Residential zoning district

**RESOLUTION:** 2023-66       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Council approval of the proposed Special Use Permit for the construction of a 672 square foot addition to an existing 840 square foot accessory building (1,512 square feet total) for City Council consideration subject to the attached conditions.

**BACKGROUND**

Russ Bradley (Applicant) is requesting a Special Use Permit to allow construction of a 672 square foot addition to an existing 840 square foot accessory structure bringing the structure to 1,512 square feet total. Since the accessory structure will be greater than 1,200 square feet in size, a Special Use Permit per Section 515.03.1 of the Zoning Ordinance is required.

**SITE INFORMATION:**

Parcel Size:	4.2 acres
Legal Access:	3990 Ugstad Road
Wetlands:	None per the National Wetland Inventory
Existing Zoning:	R-1, Residential
Airport Overlay:	N/A
Shoreland Overlay:	No
Comprehensive Plan:	Residential

**BACKGROUND**

Accessory structures over 1,200 square feet in size are permitted only with a Special Use Permit in the R-3, Residential Zoning District. The applicant is requesting allow construct a 672 square foot addition to an existing 840 square foot accessory structure bringing the structure to 1,512 square feet total. The accessory building would be 24 feet by 28 feet in size, with 8-foot sidewalls. The overall height of the proposed building is approximately 13 feet. The construction type would be slab-on-grade, with steel siding and roof. The building will be used to house the applicant’s personal belongings. No business activity or residential living is proposed/allowed as part of this use.

A public hearing for this application was held on Tuesday, May 16, 2023. No members of the public spoke regarding the application. The Planning and Zoning Commission unanimously recommended the application to the City Council for approval.

The applicant owns the 4.2 acre property at 3990 Ugstad Road with the lot dimensions being approximately 136' x 1330'. The proposed accessory structure is approximately 80 feet from the nearest neighboring structure and approximately 268 feet from Ugstad Road. Section 515.06.5 of the Zoning Ordinance lists the dimensional requirements for accessory structures in excess of 1,200 square feet. They are:

Table 1. Dimensional requirements for accessory structures in excess of 1,600 square feet	R-3 Requirement	Provided
Minimum depth of front yard from R.O.W.	Equal to or greater than the building line of the primary structure	268 feet – Ugstad Road
Minimum side yard setback	Equal to the height of the accessory structure	20 feet
Minimum rear yard setback	40 feet	950 feet
Minimum setback from primary structure	10 feet	100 feet
Maximum building height	35 feet	13 feet
Maximum sidewall height	17 feet	8 feet

The accessory structure as proposed either meets or exceeds these requirements.

### Wetlands

Per the National Wetland Inventory (NWI) there are no wetlands associated with the property.

### Special Use Permit

There are several requirements that must be satisfied in order to qualify for a Special Use Permit, from Section 725 “Governing Criteria” of the Zoning Ordinance.

*1. Is the development compatible with development permitted under the general provisions of the Zoning Ordinance for lands in its vicinity?*

This area of the City is characterized by large lot, single family homes, the majority of which are setback greater than 50' from the Ugstad Road right of way. The Zoning Ordinance allows for 35% lot coverage for structures on a property. With the 672 square foot addition, the property would be at approximately 2.4%.

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

*2. Is the proposed use injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in its vicinity?*

The proposed accessory structure will not impact adjacent properties or the community in general. The accessory structure will allow the owner to improve their property by providing storage for vehicles and personal property.

*3. Is the use consistent with the Comprehensive Plan and the spirit and intent of the Zoning Ordinance?*

The proposed accessory structure is consistent with Comprehensive Plan recommendations for residential areas of the City. The Zoning Ordinance allows for up to 35% lot coverage for structures with the proposed property being at 2.4% coverage after the construction of the proposed accessory structure addition. The proposed use meets the performance standards set in Section 515.06.5 regulating accessory structures in excess of 1,200 square feet.

*4. Will the use result in a random pattern of development, or cause negative fiscal and environmental effects upon the community?*

This area of the City is characterized by large lot, single family homes, the majority of which are setback greater than 50' from the Ugstad Road right of way. The Zoning Ordinance allows for 35% lot coverage for structures on a property. With the 672 square foot addition, the property would be at approximately 2.4%.

*5. Are there other criteria of the Zoning Ordinance that should be considered?*

No.

### **Findings of Fact and Recommendations**

Staff recommends approval of the Special Use Permit subject to the following conditions:

1. The approval is for a 672 square foot addition to an existing 840 square foot accessory structure bringing the structure to 1,512 square feet total on the property at 3990 Ugstad Road.
2. The proposed accessory structure shall meet all setback requirements for Accessory Structures in the R-3 Zoning District.
3. The proposed accessory structure location is depicted on the approved site plan. If approved by the Community Development Director, the accessory structure may be placed in other locations on the site.
4. Erosion control measures shall be utilized and remain in place throughout the construction period and shall not be removed until vegetation is established on the site.
5. Accessory structures shall not be utilized for any use or activity not otherwise allowed in the zone district in which such accessory building is to be located.
6. No business activity/residential living is allowed/permitted in association with the accessory structure approval.
7. The applicant shall sign a consent form assenting to all conditions of this approval.
8. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.



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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

Resolution  
Location Map  
Proposed Site Plan  
Building Elevation

**Resolution No. 2023-66**

**RESOLUTION APPROVING SPECIAL USE PERMIT  
FOR CONSTRUCTION OF AN ACCESSORY STRUCTURE IN EXCESS OF 1,200 SQUARE  
FEET IN THE R-3 ZONING DISTRICT AT 3990 UGSTAD ROAD (395-0010-05973)  
AND IMPOSING CONDITIONS THEREON**

WHEREAS, Russell W. Bradley and Melissa A. Bradley, a married couple (“Applicant”) made application for a Special Use Permit for the construction of a 672 square foot addition to an existing 840 square foot accessory building (1,512 square feet total) (“Project”) in the City of Hermantown, County of St. Louis, State of Minnesota, on the property located at 3990 Ugstad Road (395-0010-05973) and legally described in Attachment A.

WHEREAS, the Planning and Zoning Commission of the City of Hermantown held a public hearing on such application on May 16, 2023 recommended that the City Council approve the application subject to certain conditions; and

WHEREAS, the City Council of the City of Hermantown has carefully reviewed the application for a Special Use Permit, the transcript of the public hearing held by the Planning and Zoning Commission, and the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE, on the basis of the foregoing, the City Council of the City of Hermantown, in connection with the application by Developer for a Special Use Permit for the Project does hereby make the following:

**FINDINGS OF FACT**

1. Applicant made application for the project which is to be located within the City of Hermantown.
2. Applicant has advised the City that all work will be within property owned by Applicant.
3. Applicant is the user or potential user of such property.
4. The fee required to be submitted with the Special Use Permit application has been paid.
5. The Planning and Zoning Commission held a public hearing on the application following notice as required by ordinances of the City of Hermantown.
6. The Planning and Zoning Commission of the City of Hermantown submitted its report and recommendation on such application to the City Council within the time period set forth in the ordinances of the City of Hermantown.
7. The City Council considered such application after receiving the report and recommendation of the Planning and Zoning Commission.
8. The activity proposed in such application is compatible with development permitted under the general provisions of the Hermantown Zoning Ordinance and is compatible with land uses on substantially all land in the vicinity of the proposed development.

9. The activity proposed will not be injurious to the use and enjoyment of the environment, or detrimental to the rightful use and enjoyment of other property in the immediate vicinity of the proposed development.
10. The proposed activity is consistent with the overall Hermantown Comprehensive Plan and with the spirit and intent of the provisions of the Hermantown Zoning Ordinance.
11. The proposed use will not result in a random pattern of development with little contiguity to existing programmed development, and will not cause negative fiscal and environmental effects upon the community.
12. In order to ensure that the spirit and intent of the Hermantown Zoning Ordinance are met, conditions must be imposed on the permit requested by Applicant.

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

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

- g. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.
  - h. Accessory structure shall not be utilized for any business use or activity not otherwise allowed in the zone district in which such accessory building is to be located.
  - i. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
  - j. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown before the release of a permanent Certificate of Occupancy.
  - k. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
  - l. The applicant shall sign a consent form assenting to all conditions of this approval.
  - m. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.
3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver to Applicant a Special Use Permit consistent with this resolution upon written acceptance by Applicant of the conditions hereby imposed on such permit.

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

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

Councilors \_\_\_\_\_, Mayor Boucher, aye.

And the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted on June 5, 2023.

**ATTACHMENT A**

THAT PART OF N 406.69 FT OF NW1/4 OF SW1/4 LYING S OF N 270 FT THEREOF SECTION 22  
TOWNSHIP 50 RANGE 15

Parcel ID: 395-0010-05973

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

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## SPECIAL USE PERMIT

**Permission is hereby granted to Russell W. Bradley and Melissa A. Bradley, a married couple (“Applicant”), owners of the property located at 3990 Ugstad Road (395-0010-05973), submitted an application for construction of an accessory structure at 3990 Ugstad Road (395-0010-05973) and legally described in Attachment A.**

The permission hereby granted is expressly conditioned as follows:

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

or omission, or as estopping or limiting any legal claim or right of action of the City of Hermantown against Developer, its agents, employees or contractors for violation of or failure to comply with the permit or applicable provisions of law.

- f. This permit may be terminated by the City of Hermantown at any time it deems necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the provisions of this permit.
- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for construction of an accessory structure located at 58xx Highway 194 (395-0077-00010).
- k. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the accessory structure relative to the side lot lines.
- l. Erosion control measures shall be utilized and remain in place throughout the construction period and shall not be removed until vegetation is established on the site.
- m. Accessory structures shall not be utilized for any use or activity not otherwise allowed in the zone district in which such accessory building is to be located.
- n. No business activity is allowed in association with the accessory structure approval.
- o. Prior to issuance of a building permit, all necessary permits shall be obtained.
- p. The applicant shall sign a consent form assenting to all conditions of this approval.
- q. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

IN WITNESS WHEREOF, the Mayor and City Clerk have hereunto set their hands on behalf of the City of Hermantown on the \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF HERMANTOWN

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

By \_\_\_\_\_  
Its Clerk

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, and \_\_\_\_\_, the Mayor and City Clerk respectively of the City of Hermantown on behalf of the City.

\_\_\_\_\_  
Notary Public



**ACCEPTANCE OF CONDITIONS**

Russell W. Bradley and Melissa A. Bradley, a married couple (“Applicant”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

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

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

IN WITNESS WHEREAS, Russell W. Bradley and Melissa A. Bradley, a married couple (“Applicant”) has executed this acceptance this \_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_  
Russell W. Bradley

By \_\_\_\_\_  
Melissa A. Bradley

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ATTACHMENT A**

THAT PART OF N 406.69 FT OF NW1/4 OF SW1/4 LYING S OF N 270 FT THEREOF SECTION 22  
TOWNSHIP 50 RANGE 15

Parcel ID: 395-0010-05973

# Location Map





HOUSE

≈ 100'

28'

24'

28'

20'

240'

\*\*\*  
PROPOSED  
ADDITION  
\*\*\*

EXISTING  
28x30  
GARAGE

Water Flow

CULVERT  
UNDER  
DRIVEWAY

WATER  
FLOW

CULVERT  
UNDER  
DRIVEWAY

PROPERTY:

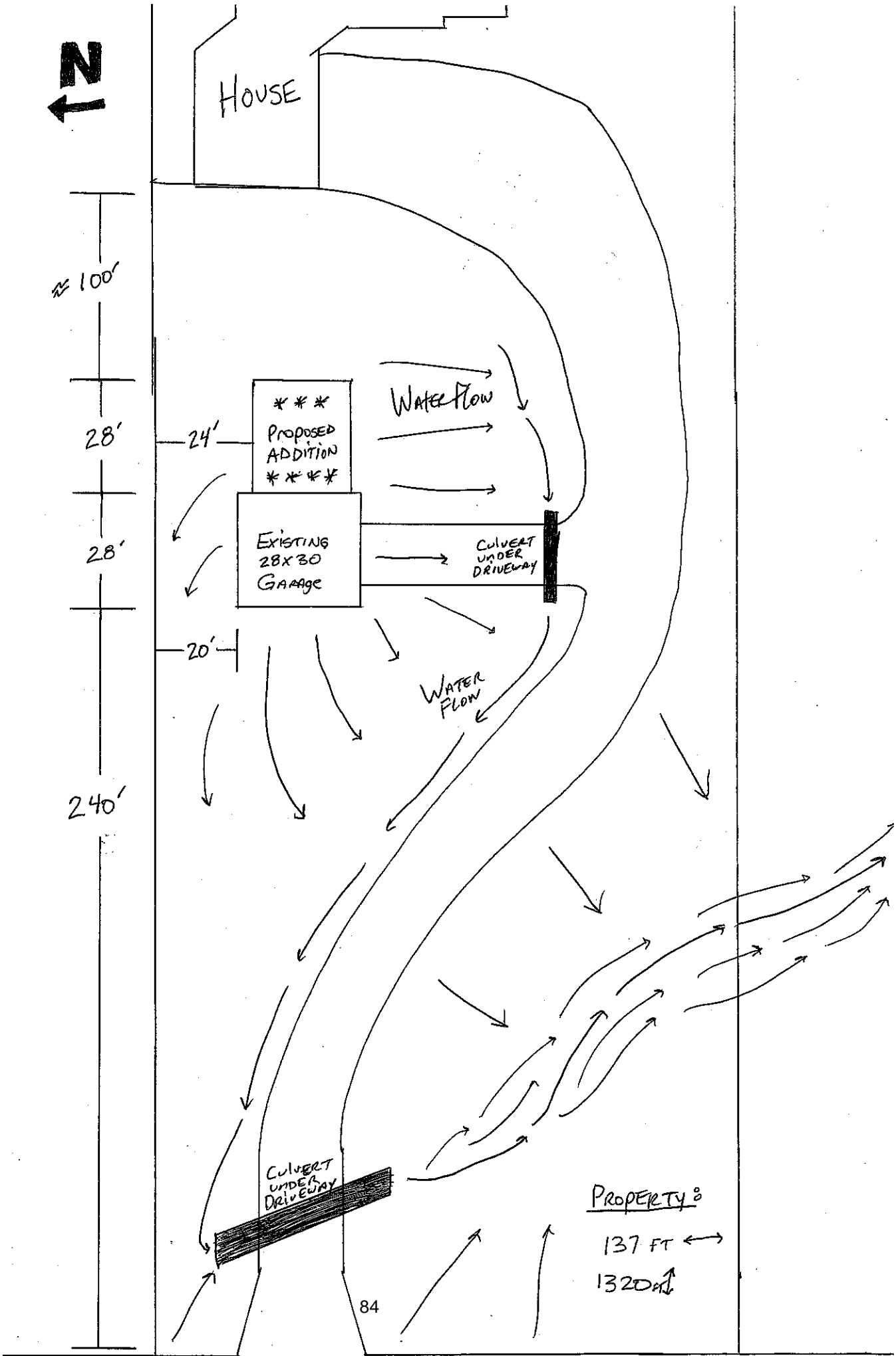
137 FT ←

1320 ft ↑

84

3990

UGSTAD RD







**CITY COUNCIL MEETING DATE:** June 5, 2023

**TO:** Mayor & City Council

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

**SUBJECT:** Special Use Permit – Grading and filling within a Natural Environment Shoreland Overlay for construction of a single family home and associated driveway

**RESOLUTION:** 2023-67       **ORDINANCE:**                       **OTHER:**

**REQUESTED ACTION**

Council approval of a Special Use Permit for filling and grading within a Natural Environment Shoreland Overlay Zone.

**BACKGROUND**

Trisha Crace (Applicant) desires to build a single family residence on a lot at 428x Birch Valley Road. The proposed single family home and driveway are within a Natural Environment Shoreland Area and will require filling and grading within an approximately 1,200 square feet area of disturbance.

**SITE INFORMATION:**

Parcel Size:	3.69 acres
Legal Access:	428x Birch Valley Road
Wetlands:	None per the National Wetland Inventory
Existing Zoning:	R-1, Residential
Airport Overlay:	None
Shoreland Overlay:	Yes – Natural Development Shoreland
Comprehensive Plan:	Residential

**BACKGROUND**

The applicant owns a vacant property at 428x Birch Valley Road and is looking to construct an 2,944 square foot home and related driveway. The proposed work is on the western edge of a Natural Environment Shoreland Area and is expected to impact approximately 1,200 square feet of shoreland area.

A public hearing for this application was held on Tuesday, May 16, 2023. There were two members of the public who spoke regarding the application and expressed concerns about lights from the future home, size of the parcel and plans for length of stay/ownership of the future home. The Planning and Zoning Commission unanimously recommended the application to the City Council for approval.

### **Wetlands**

Per the National Wetland Inventory (NWI) there are no wetlands associated with the property.

### **Shoreland Area**

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

### **Special Use Permit**

The Special Use Permit is for grading and filling in a Natural Environment Shoreland Overlay Zone. Staff finds the following in regard to the criteria for Special Use Permits in the Zoning Ordinance:

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

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

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

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

Conditions placed on the SUP to minimize the clearing and grading within the shoreland area meet the intent of the zoning ordinance to protect natural resources. The development of a single family residence is an allowed use within the R-1 zoning district.

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

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

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

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

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

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

### **Findings of Fact and Recommendations**

Staff recommends approval of the special use application to construct a single family dwelling in a Natural Shoreland Area, subject to the following:

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



- h. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
3. The applicant shall sign a consent form assenting to all conditions of this approval.
4. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

Resolution  
Location Map  
Proposed Site Plan  
Shoreland Overlay Map

**Resolution No. 2023-67**

**RESOLUTION APPROVING A SPECIAL USE PERMIT FOR GRADING AND FILLING  
WITHIN A NATURAL SHORELAND OVERLAY AREA**

WHEREAS, James Michael Crace and Trisha Mae Crace, a married couple, and the John and Carol Rosingana Trust (“Applicant”), owners of the property at 395-0047-00090 submitted an application for a Special Use Permit for grading and filling within a Natural Environment Shoreland Overlay Area for the purpose of constructing a single family home in a R-1 Residential District (the “Project”), with a legal description as follows:

**Property ID:** 395-0047-00090

LOT 0001, BLOCK 2 BIRCH VALLEY SECTION 17, TOWNSHIP 50 RANGE 15

WHEREAS, The Hermantown Planning and Zoning Commission held a public hearing on the Special Use Permit application at its meeting on May 16, 2023 and recommended approval of the Special Use Permit at such meeting; and

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

**FINDINGS OF FACT**

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

The development of a single family residential home is allowed with a special use permit under the R-1, Residential zoning district. The proposed use is compatible with development within the vicinity which is characterized by low and medium density residential and residential compatible uses.

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

Conditions placed on the SUP restricting wetland impacts and clearing and grading within 50 feet of the Rocky Un Creek meet the intent of the zoning ordinance to protect natural resources. The development of a single family residence is allowed in the R-1 zoning district with residential property being the primary use of all surrounding developed land.

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

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

proposed impervious surface is below maximum limits and the required 50 feet buffer zone will protect Rocky Run Creek.

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

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

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

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

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

## **CONCLUSION**

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

- 1. The applicant shall connect to public sewer and water services at their own expense and pay any applicable connection or availability fees.
- 2. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.
- 3. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- 4. Prior to issuance of a building permit, all necessary permits shall be obtained.
- 5. The approval is for a Special Use Permit for filling and grading in a Recreational Environment Shoreland area for the purpose of constructing a two-family structure. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- 6. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
  - a. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
  - b. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
  - c. The smallest amount of bare ground is exposed for as short a time as feasible;
  - d. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
  - e. Adequate methods to prevent erosion and trap sediment are employed;
  - f. Fill is stabilized to accepted engineering standards;

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

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

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

Councilors \_\_\_\_\_ and Mayor Boucher, aye.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted June 5, 2023.

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## SPECIAL USE PERMIT

**Permission is hereby granted to James Michael Crace and Trisha Mae Crace, a married couple and the John and Carol Rosingana Trust (“Applicant”), owner of the property located at 395-0047-00090, submitted an application for grading and filling within a Natural Environment Shoreland Overlay Area for the purpose of constructing a single family home at 395-0047-00090 (“Project”), and legally described in Attachment A.**

The permission hereby granted is expressly conditioned as follows:

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

- g. Applicant is initially and continually in compliance with all of the ordinances and regulations of the City of Hermantown Building Code and the Hermantown Fire Code.
- h. All state licenses and other permits required for the Project have been obtained by the Applicant and copies are provided to the City of Hermantown.
- i. That Applicant pay all direct costs incurred by the City of Hermantown in connection with the enforcement and administration of this permit within fifteen (15) days of Applicant being invoiced by the City for such costs.
- j. The approval is for a Special Use Permit for construction of a two family home within a at the applicants property located at 395-0047-00090.
- k. Prior to issuance of a building permit, the applicant will submit a site plan showing the lot dimensions and location of the two-family residence relative to the side lot lines.
- l. Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site.
- m. Prior to issuance of a building permit, all necessary permits shall be obtained.
- n. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland area for the purpose of constructing a single family structure. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
- o. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
  - 1. No impervious surface or clearing, grubbing and grading will be allowed within 50 feet of the Ordinary High Water Level of the unnamed tributary.
  - 2. The elevation of the lowest floor level shall be at least three feet above the Ordinary High Water Level of the unnamed tributary.
  - 3. The smallest amount of bare ground is exposed for as short a time as feasible;
  - 4. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
  - 5. Adequate methods to prevent erosion and trap sediment are employed;
  - 6. Fill is stabilized to accepted engineering standards;
  - 7. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
  - 8. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
  - 9. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and

10. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
- q. The applicant shall sign a consent form assenting to all conditions of this approval.
  - r. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.







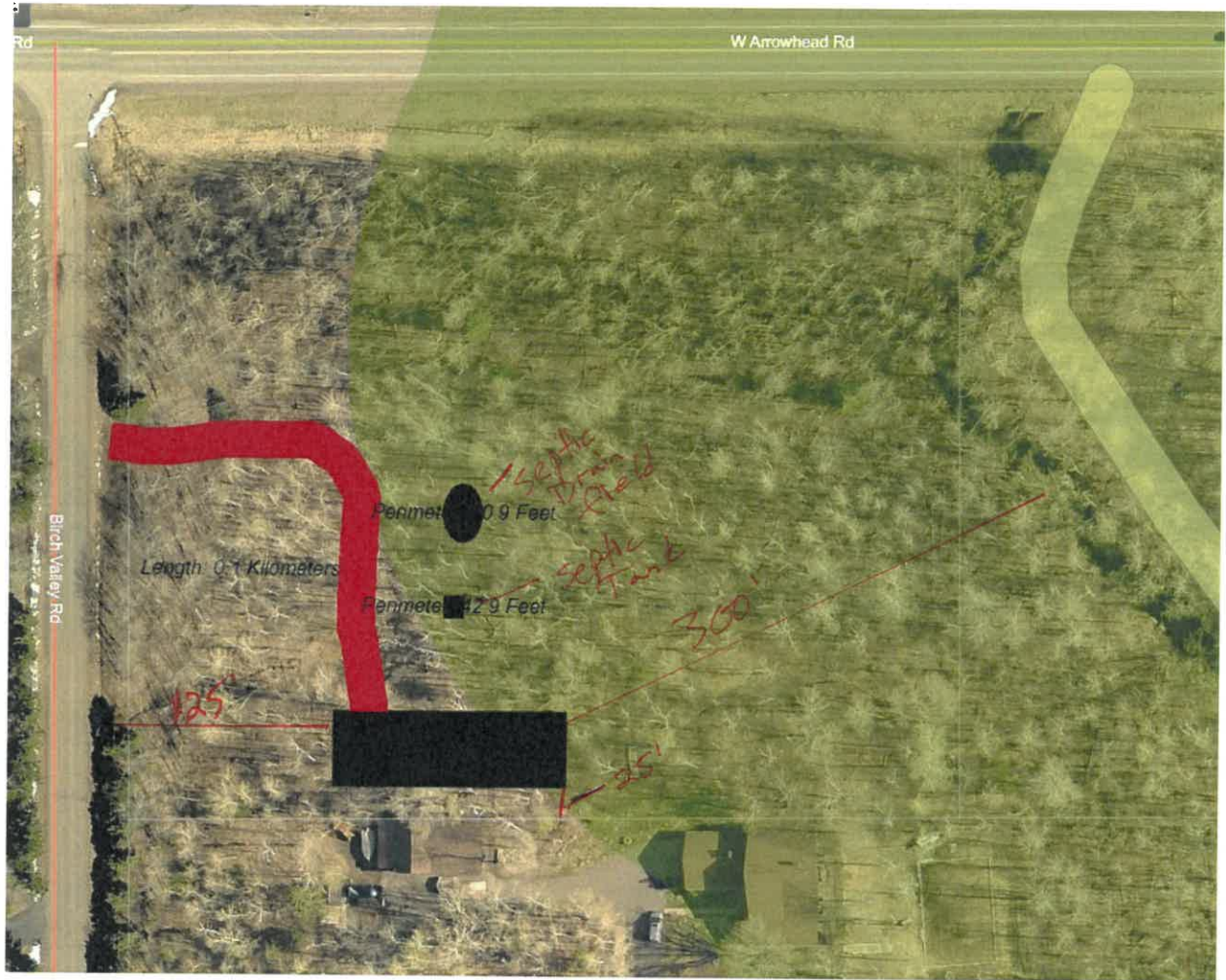
**ATTACHMENT A**

LOT 0001, BLOCK 2 BIRCH VALLEY SECTION 17, TOWNSHIP 50 RANGE 15

Property ID: 395-0047-00090

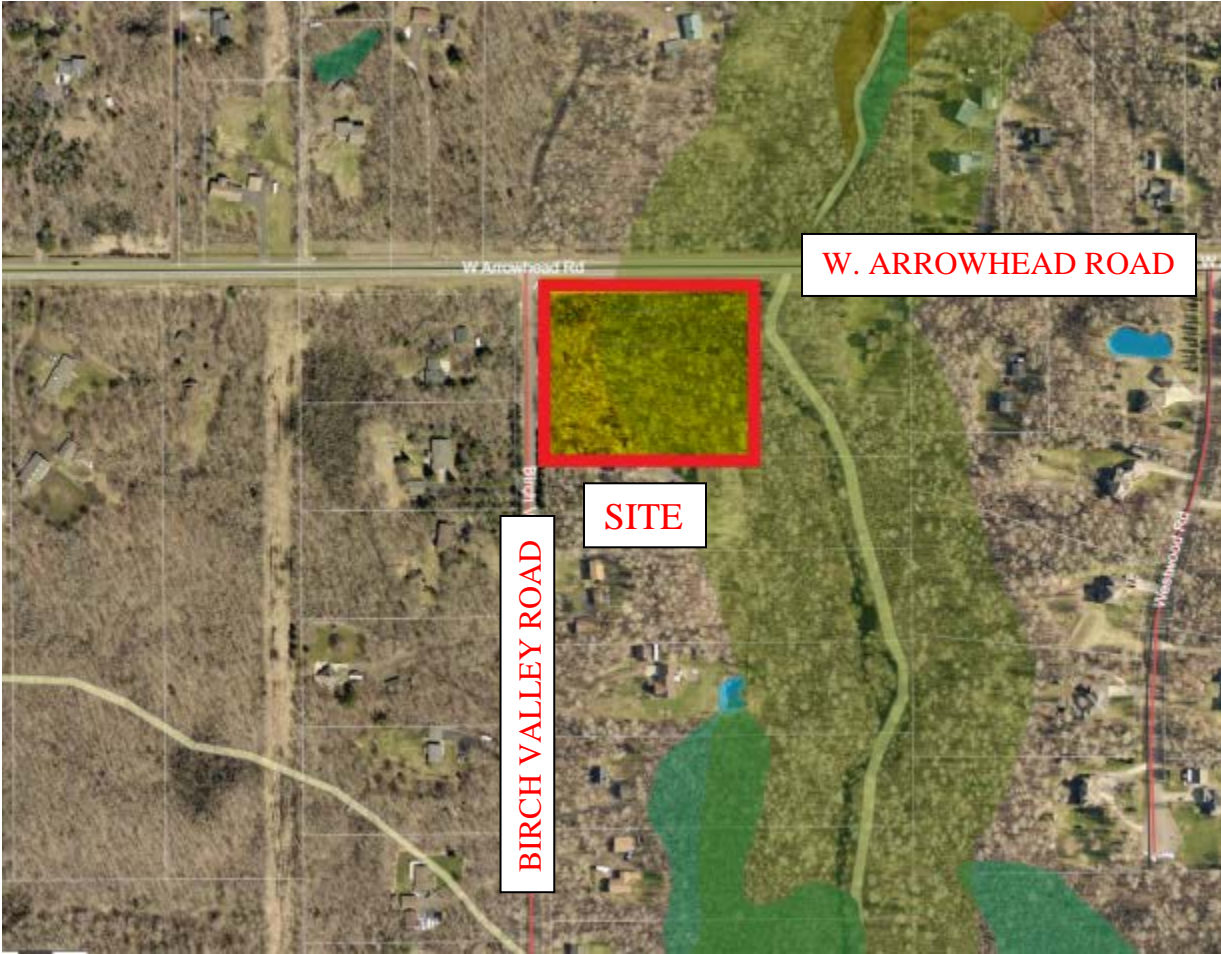
# Location Map





House/Attached Garage 32x92'

**Shoreland Map**



**Resolution No. 2023-68**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AN AGREEMENT FOR CONSULTING SERVICES FOR RIGHT OF WAY SERVICES WITH SRF CONSULTING GROUP, INC.**

WHEREAS, the City of Hermantown (“City”) desires to obtain right-of-way acquisition services (“ROW Services”) related the construction of a recreational trail, and other infrastructure project located within the City of Hermantown; and

WHEREAS, SRF Consulting Group, Inc. (“SRF”) submitted a response to a Request for Proposal (“RFP”) solicited by the City dated May 26, 2023 (“Proposal”); and

WHEREAS, City and SRF desire to enter into an Agreement for Consulting Services for ROW Services (“Agreement”) as shown on Exhibit A attached hereto in which SRF provides acquisition services to City pursuant to these terms of the Agreement, the requirements of the RFP and the Proposal; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to approve the Agreement of and authorize and direct the Mayor and City Clerk to execute and deliver it on behalf of the City of Hermantown.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver to SRF the Agreement for Consulting Services for ROW Services substantially in the form attached hereto as Exhibit A.
2. The source of payment for the consultant services will be City Fund No. 412-419100-319

Councilor            introduced the foregoing resolution and moved its adoption.

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

Councilors            , aye

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted on June 5, 2023.



**CITY COUNCIL MEETING DATE:** June 5, 2023

**TO:** Mayor & City Council

**FROM:** John Mulder, City Administrator

**SUBJECT:** Right of Way Acquisition Services

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**RESOLUTION:** 2023-68       **ORDINANCE:** 2023-xx       **OTHER:** Add Name

---

**REQUESTED ACTION**

**Approve the contract with SRF Consulting for right of way acquisition services as part of the Hermantown Connector Trial project**

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**BACKGROUND**

On March 20, 2023, the City Council approved a request for proposals for a consulting firm to acquire then the necessary easements for the Hermantown Connector Trail as part of the Community Recreation Initiative. The City received 2 proposals from the following firms:

WSB  
SRF Consulting Group, Inc

The City reviewed the proposals and is proposing a 3+ year contract for right of way acquisition services. It is recommended that the City hire SRF for this project.

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**SOURCE OF FUNDS (if applicable)**

412-419100-319

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**ATTACHMENTS**

Resolution  
Contract

**MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL SERVICES**

**CITY OF HERMANTOWN  
AND  
SRF CONSULTING GROUP, INC.**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **City of Hermantown**, Minnesota, a statutory city under the laws of the State of Minnesota, hereinafter referred to as “City”, and **SRF Consulting Group, Inc.**, a Minnesota corporation, hereinafter referred to as “Consultant” in response to the following situation:

A. City desires to utilize Consultant’s right-of-way and easement acquisition services on project-by-project basis in connection with City operations for the years 2023-2026.

B. Consultant has represented that it is qualified and willing to perform the services desired by the City.

NOW, THEREFORE, the City and Consultant do mutually agree as follows:

**1. Operation of Agreement.**

1.1. The City Administrator shall be responsible for administration of this Agreement.

1.2. The City will issue an authorization to proceed which will identify the parcels where easements are required.

1.3. Consultant shall provide the identified services only upon the receipt of an authorization to proceed from the City. The Authorization to Proceed shall be in the form of the one attached hereto as Exhibit A. City will not be obligated to pay for services performed that are not authorized and requested by the City Administrator.

**2. Services to be Performed by City.**

2.1. City will arrange for all necessary surveys and staking of right-of-way and easements to be acquired.

2.2. City will provide Consultant with a current Ownership and Encumbrances Report (“O&E”) for each parcel affected by the project.

2.3. City will prepare exhibits of right-of-way and easements that need to be acquired for the City’s project.



**3. Services to be Performed by Consultant.**

3.1. Consultant will be the primary contact for property owners.

3.2. Consultant will prepare appraisals for the parcels affected by the project.

3.3. Consultant will negotiate easement acquisition and provide other related services more fully described on the Proposal provided by Consultant for each project and Consultant's Technical Proposal which is attached hereto as Exhibit B.

4. **Assignment.** Consultant may have an agreed upon subcontractor to conduct appraisals of property as necessary, but otherwise represents that it will utilize only its own personnel in the performance of services set forth herein; and further agrees that it will neither assign, transfer, or subcontract any rights or obligations under this Agreement without prior written consent of the City.

5. **Contract Period.** This Agreement shall be effective as of the date first above written and shall continue until December 31, 2026 unless sooner terminated as provided in Section 4 hereof.

6. **Termination of Contract.** Either the Consultant or the City may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this contract in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the Consultant under this contract shall be delivered to the City and Consultant shall be entitled to compensation for time expended to the date of termination and expenses incurred.

7. **Independent Contractor.** The relationship between the Consultant and the City shall be that of an independent contractor. Nothing herein shall in any way make or create any employer- employee relationship between the City and Consultant.

**8. Standard of Performance and Insurance.**

8.1. Comprehensive general liability insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

8.2. Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

8.3. Worker's compensation insurance covering Consultant (if an individual) all of Consultant's employees with coverages and limits of coverage required by law.

8.4. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of Two Million Dollars (\$2,000,000.00). Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.

Consultant shall indemnify and hold harmless City to the extent of Consultant's negligent errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder. Consultant's aggregate liability for claims of professional and pollution liability are limited to the limits of the insurance policies required to be provided by Consultant under this Agreement.

Consultant certifies that Consultant is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Consultant nor Consultant's employees and agents will be considered City employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Consultant and any claims made by any third party as a consequence of any act or omission on the part of Consultant or any employee of Consultant are in no way City's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under such Consultant's comprehensive general liability policy. The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant shall provide City with appropriate endorsements to Consultant's comprehensive general liability policy reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation be provided City by the insurance company providing such insurance policy to Consultant.

The Consultant shall require any subcontractor permitted by City to perform work for Consultant to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant

and City shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to City and Consultant, without fail, of any cancellation of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City and Consultant, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. City and Consultant shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of City and Consultant as an additional insured and requiring that the foregoing required notice of cancellation be provided City by the insurance company providing subcontractor's comprehensive general liability policy.

9. **Compensation.** Consultant shall be compensated for the services to be performed hereunder in accordance with the Proposal approved by the City. Consultant's billing rates for this Agreement are attached hereto as Exhibit C. Consultant shall submit to the City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services.

10. **Confidentiality.** Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this contract, it will be faithful to City by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by an applicable law, rule, regulation or ordinance of City or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of City, or parties contracting with City.

11. **Intellectual Property Rights.** For the purposes of this contract, Project Materials means copyrights and all works developed in the performance of this contract, including, but not limited to, the finished product and any deliverables, including any software or data whether in written or electronic format. Project materials do not include any materials that Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this contract. All Project Materials are agreed by Consultant to be "works made for hire" as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, City hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to City no matter what their status might be under federal law. Consultant shall provide City with copies of all Project Materials. Upon request by Consultant, City may authorize Consultant to use specified Project Materials to evidence Consultant's progress and capability. In all such uses of Project Materials by Consultant, reference shall be made to City and the Project and that the Project Materials are owned by City. Consultant also acknowledges and agrees that all names and logos provided to Consultant by City for use are and shall remain the sole and exclusive property of City. Such documents prepared by Consultant under this Agreement are not intended or represented to be suitable for reuse by City or others on extension or modifications of the Project for which they

are prepared or on any other project. Any such reuse without written verification or adaption by Consultant for the specific purpose intended will be at the user's sole risk, and user agrees to hold Consultant harmless as to all costs and liability arising out of such unauthorized use. Any such verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by City and Consultant.

12. **Notices.** Any notice required to be given hereunder shall be deemed sufficient if delivered in writing personally, or mailed by certified mail, return receipt requested, with sufficient postage to the following places and directed to the following persons:

If to City:

City of Hermantown  
Attn: John Mulder, City Administrator  
5105 Maple Grove Road  
Hermantown, MN 55811  
Email: [jmulder@hermantownmn.com](mailto:jmulder@hermantownmn.com)

If to Consultant:

SRF Consulting Group, Inc.  
Attn: Ken Helvey, Project Director  
3701 Wayzata Boulevard, Suite 100  
Minneapolis, MN 55416  
Email: [khelvey@srfconsulting.com](mailto:khelvey@srfconsulting.com)

Any notice delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and followed by personal or certified mail delivery of such correspondence and any attachments as may be requested by the recipient, and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.

13. **Miscellaneous.** This contract constitutes the sole and complete agreement relating to the subject matter of this contract between the parties, superseding any and all other agreements between the parties and no verbal or other statements, inducements or representations have been made or relied upon by either party. No modifications hereof shall be binding upon either party unless in writing and properly executed.

14. **No Contractual Authority.** Consultant shall have no authority to enter into any contracts or agreements binding upon City or to create any obligations on the part of City.

15. **Data Practices Act.** Consultant acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and City. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify City and consult with City as to how Consultant should respond to the request. City's response

shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from City.

16. **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of Duluth, County of St. Louis, State of Minnesota.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute on and the same instrument.

18. **Recordkeeping.** Consultant hereby agrees:

18.1. To maintain all books, documents, papers, accounting records and other evidence pertaining to the fees and expenses for which it seeks payment or reimbursement hereunder and appropriate records with respect to the services performed by him under this Agreement.

18.2. To make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement for inspection by the City and copies thereof shall be furnished to City upon request by City.

18.3. That no employee, officer or agent of the City, any member of the family of any such person, any partner of any such person or any organization which employs or is about to employ any of the above has a financial or other interest in the business of Consultant.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Consultant have executed this contract as of the date first above written.

**CITY:**

**City of Hermantown**

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

And By \_\_\_\_\_  
Its City Clerk

**CONSULTANT:**

**SRF Consulting Group, Inc.**

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

**EXHIBIT A**

**CITY OF HERMANTOWN, MINNESOTA**

**AUTHORIZATION FOR PROFESSIONAL SERVICES**

TO: SRF Consulting Group, Inc. (“Consultant”)

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Pursuant to our Master Services Agreement for Professional Services (“Agreement”) dated \_\_\_\_\_, 20\_\_, you are hereby authorized to proceed with the Professional Services described as follows:

\_\_\_\_\_  
[PROJECT NAME]

**I. PROJECT DESCRIPTION**

The City of Hermantown (“City”) has requested Consultant perform the agreed upon services for the following parcels:

- A.
- B.

**II. ADDITIONAL SERVICES**

If the need for additional services (“Additional Services”) is determined, and the fee for the Additional Services is agreeable and the City authorizes the Additional Services in writing, Consultant shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in the Agreement and such compensation shall be over and above any maximum amounts set forth in this Authorization.

- A. \_\_\_\_\_
- B. \_\_\_\_\_

**III. PERIOD OF SERVICE**

Consultant’s services will be completed within \_\_\_\_\_ from the date of this Authorization.

**IV. COMPENSATION**

Compensation to Consultant for services provided as described shall be on an hourly rate basis as defined in the Agreement, in the [estimated][not to exceed] amount of \$ \_\_\_\_\_.

During the course of the Project if this amount is found to be insufficient, Consultant agrees not perform services or incur costs which result in billings in excess of such amount until advised that additional funds are available and services can continue and City approves the additional services and the additional compensation in writing.

Approved at a \_\_\_\_\_ meeting of the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

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

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

OR

Approved by \_\_\_\_\_, \_\_\_\_\_, 20\_\_.  
Authorized City Representative

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Consultant Acceptance by \_\_\_\_\_, 20\_\_.  
Authorized Consultant Representative



**EXHIBIT B**  
**Technical Proposal**



Easement and Right of Way Acquisition  
Services for the

# HERMANTOWN CONNECTOR TRAIL SYSTEM

CITY OF HERMANTOWN

TECHNICAL PROPOSAL





3701 Wayzata Boulevard, Suite 100  
Minneapolis, MN 55416  
763.475.0010  
www.srfconsulting.com

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

April 20, 2023

**SUBJECT: PROPOSAL FOR EASEMENT AND RIGHT OF WAY ACQUISITION SERVICES – CONNECTOR TRAIL SYSTEM**

Dear John Mulder and Members of the Selection Committee:

SRF Consulting Group, Inc. understands that property acquisition, appraisal, and other real estate tasks are critical in moving projects forward. Real estate activities must be completed by experienced staff with excellent organization skills, quick follow-up, and sensitivity to displaces. The SRF Real Estate Team possesses these attributes as we have worked closely with the many local and state-wide agencies providing the services requested on many significant projects.

**We feel our team has an unmatched ability to assist the city and the property owners with resolving issues that may arise in the field.** As shown on many projects, we have a very efficient team and are aware of costs, budgets, and schedules. We offer you the following key strengths:

**A Strong, Experienced Project Leader.** Cindy Wiste will provide excellent project management as she has done many projects. Cindy is a Senior Project Manager at SRF with nearly two decades of right of way and relocation expertise. Since 2006, she has worked with various state, county, and municipal authorities, handling complex acquisitions for several types of properties, including residential, commercial, industrial, and agricultural. She is an adept facilitator with excellent communication skills, able to work closely with both City staff and affected landowners. Cindy is a strong leader that has guided many projects to successful delivery. She has a strong track record of delivering projects on time, on budget, and with no audit findings from State Aid.

**SRF prides itself on our respectful, considerate professionals.** Our acquisition specialists are committed to providing timely responses and solutions to property owner questions and concerns. We use a relaxed, low-pressure approach in negotiations. Property owners will work with the same field specialist throughout the project. Our proven approach instills trust and allows the acquisition process to proceed smoothly.

**In-Depth Experience.** No other team will be able to compare to SRF’s vast range of real estate experience and in-depth knowledge of the design related to this project. Our large team of agents and specialists is available to successfully complete this project on time and on budget.

SRF’s core values include delivering high-quality work while paying close attention to the project’s schedule and budget. We thank you for this opportunity. If you have questions regarding our submission, please contact Ken Helvey at 763.249.6785 or [khelvey@srfconsulting.com](mailto:khelvey@srfconsulting.com).

Sincerely,

Ken Helvey  
Project Director -Real Estate Services  
[khelvey@srfconsulting.com](mailto:khelvey@srfconsulting.com)

Kevin Swehla  
Vice President  
[kswehla@srfconsulting.com](mailto:kswehla@srfconsulting.com)

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# Why SRF?

The SRF team has an outstanding performance record in managing easement and right of way services similar to this acquisition project. To best meet your needs, our team of experts has crafted a proven approach to develop a plan that will benefit the Hermantown community for years to come.

Benefits of the SRF Team	Benefits for the City of Hermantown
 <p><b>UNMATCHED EXPERTISE</b></p> <p>The SRF team has an outstanding track record in managing projects of this nature. SRF has completed dozens throughout our firm's history. We have extensive experience in communities throughout Minnesota.</p>	<p>Our experience across the midwest has given us the opportunity to propose innovative solutions. We will bring this creativity to the City of Hermantown and will strive to propose recommendations and solutions that will positively shape the community and improve quality of life for years to come.</p>
 <p><b>EXPERIENCED TEAM</b></p> <p>The SRF team includes industry experts who have proven success working together on acquisition projects throughout the midwest. SRF's real estate professionals, along with our appraiser Doug Johnson's invaluable expertise, brings the right team for your project.</p>	<p>The SRF team has the synergy, collaboration and passion needed to successfully work with the City of Hermantown staff and stakeholders. The SRF team will deliver a transparent process, seamless communication, and quality products on time and within budget.</p>
 <p><b>PROVEN APPROACH</b></p> <p>The SRF team has developed an effective process for right of way acquisitions. Our approach will provide the guidance necessary to work with stakeholders to develop a plan that meets the needs of the community.</p>	<p>The SRF team will use methodologies, solid technical analyses, realistic implementable strategies, and innovative funding options when completing the project.</p>

# Project Understanding

We understand that the City of Hermantown has identified five (5) segments of trail connections to be made that would connect the existing trail systems in the city. The new trails will be used to connect existing trails and parks and increase circulation through the system. We understand that the trail segments will pass through approximately 55 private parcels in the city. SRF's responsibility for the project would include a full suite of services (described in this proposal) for each parcel. The map on the right (from the city web page) illustrates the importance of these connections, such as Hermantown School, the Government Building, and Hermantown Marketplace.



# Process & Scope of Services: Acquisition

## Project Management



It is SRF's goal to provide the City of Hermantown with professional right of way acquisition assistance to successfully complete this project. We will do so by actively managing the project and working closely with City staff. Our experienced professionals will proceed without the need of assistance and direction from City personnel except in those areas that the City wishes to provide direct supervision.

To start the acquisition process, SRF will prepare and mail an informational letter to each landowner providing them with a project schedule, acquisition and appraisal procedures, and an introduction to SRF. An acquisition guidebook will also be included.

SRF will also prepare, as needed, council resolutions, notice, offers to acquire and conveyance documents.

## Title and Field Title Research



SRF will contract with a title company to provide title for each of the affected properties. SRF will also perform field title activities with each of the owners.

## Appraisals and Review Appraisals



Doug Johnson, DKJ Appraisals, LLC, is a Minnesota Certified General Appraiser and is available to perform appraisals for these parcels.

For the purposes of this proposal, we are assuming appraisal needs as follows:

- » 55 Land-Only Reports (minimum damage valuations)
- The appraisals are land-only before and after abbreviated appraisals for acquisition purposes. In addition:
- » Appraisals will be started at a time agreed by the City and SRF.
- » Acquisition information and drawings will be available for the appraisal timing above.
- » Landowners will be sent a letter offering them an opportunity to accompany the appraiser on the appraisal inspection.
- » Appraisals will meet USPAP and MnDOT Right of Way Manual standards.

SRF is assuming that there is no federal funding involved in the project. Therefore, no review appraisals are proposed.

## Conveyance and Offer Package Documents



SRF will prepare and submit a Just Compensation Memorandum to the City for approval based on the appraisals. Upon approval of the Just Compensation, a written offer package will be prepared. The offer letter will include a description of the real property, the real property interests being acquired, and the specific purchase price being offered. Along with the offer letter, we customarily prepare the following documents for inclusion in the offer package:

- » Value Calculation
- » Memorandum of Agreement
- » Payment Authorization

- » W9 Form
- » Warranty Deed/Easement Conveyance
- » Consent/Release documents

#### Present the Offers and Negotiate with Property Owners



Offers will be presented to owners at the earliest possible time before meeting with owners. Our right of way specialists will have read and understood the appraisals, title reports, and all other file information. Offers will be presented by certified mail, but continued attempts will be made to contact the owner and meet, in person, at the earliest possible time after mailing the offer.

Although an owner may be dissatisfied with the offer or some other aspect of the project, if he or she has been treated with courtesy and respect throughout the process, we believe there is a much greater chance of ultimate success in negotiations. Our right of way specialists use a relaxed, low-pressure approach in negotiations. They are committed to timely responses to owners' questions and concerns.

Our personnel are accustomed to maintaining complete and orderly files, including detailed contact diaries and have received repeated compliments from MnDOT State Aid Audit personnel about these practices. If settlements in excess of the approved offer are appropriate, they will be presented to the City in writing with pertinent justification for an Administrative Settlement.

#### Mortgage Consents



SRF will meet with City staff to discuss the risk involved in not obtaining formal consent of holders of mortgages against the affected properties. For estimating purposes, we have assumed that the 55 partial acquisition parcels will need some type of mortgage involvement.

#### Submittal of Final Parcel File



SRF will complete an internal review of all documents and submit a complete acquisition file to the City with the properly executed documents for recording and payment to the appropriate parties.

Submitted parcel files will be prepared and submitted both electronically and in paper form. The documents will include:

- » Field title and title reports
- » Copies of offer letters
- » Negotiators log

- » Settlement memo
- » Construction notes
- » Legal stipulation (if required)
- » Check request
- » Signed conveyance documents (City will record)
- » Mortgage consents or releases (if required)

#### Provide Updates On Acquisition Process



During the project, SRF will regularly prepare and submit progress reports identifying status and activities regarding all parcels.

#### Eminent Domain Assistance



In the event that any parcels require the use of eminent domain, SRF will provide the requested support relative to the City's needs. This may include items such as documents, photos, parcel sketches, land-owner agreements, and cross easements.

#### City Deliverables



Our proposal assumes that the City of Hermantown will be responsible for the following:

- » Timely response to questions
- » Design information and plan review
- » Sample conveyance documents
- » CAD information

#### Survey/Legal Descriptions



For each acquisition area, a legal description will be prepared by a Minnesota Licensed Surveyor in a format acceptable for inclusion with recording documents. This will include a boundary survey of each parcel if necessary. Per the RFP language, the City will provide CAD files of alignment, construction limits, and proposed right of way. Topographic survey and parcel staking for the appraiser is considered an optional task for the purposes of this proposal.

#### Parcel Exhibits



Parcel exhibits will be prepared for each property affected by the construction of the trail projects. Each exhibit will show the existing property boundary, a depiction of the acquisition area, the property owner's name, the property address, and the acquisition square footage.

# References

## Thomas Nash | Ramsey County

1425 Kirkwold Drive, Arden Hills, MN 55112  
 Ph: 651-266-7179 | Thomas.nash@co.ramsey.mn.us  
 Description of Work Completed: Right of way acquisition

## Wendy Schmidt | Right of Way Specialist

Dakota County  
 14955 Galaxie Avenue, Apple Valley, MN 55124  
 Ph: 952-891-7116 | wendy.schmidt@co.dakota.mn.us  
 Description of Work Completed: Right of way acquisition

## Eddie Buell | Land Acquisition Supervisor

Hennepin County  
 1600 Prairie Drive, Medina, MN 55340  
 Ph: 612-716-0926 | eddie.buell@hennepin.us  
 Description of Work Completed: Right of way acquisition

# SRF Real Estate Team

SRF's Real Estate Team has the capacity and experience to successfully complete this project on time. All of our negotiators are licensed as real estate salespersons or brokers, and many of our professionals are International Right of Way members.

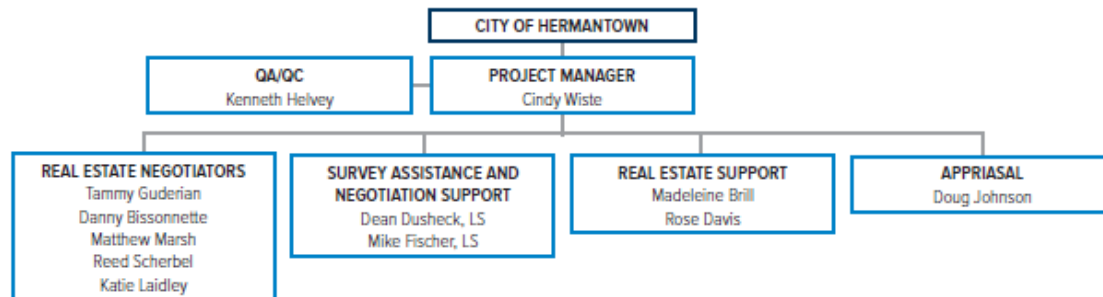
SRF's Real Estate Team provides the full range of services required for acquisitions, either as a stand-alone service or as part of a larger contract. SRF has the experience, skills, and cooperative manner necessary to work with private landowners on challenging right of way acquisition and relocation projects. Our Real Estate Team members are well known for their effective communication, respect for the owner's concerns, fair negotiations, and agent continuity.

We have a team that is experienced and can perform the project's tasks. Our services include:

- Negotiating for voluntary acquisition of required rights
- Completing and reviewing Appraisals
- Assisting business and property owners with relocation
- Researching the titles
- Preparing the necessary legal documents for conveyance of rights
- Identifying potential sites
- Applying for and obtaining necessary governmental and other permits (railroad crossing, zoning, etc.)
- Maintaining contact with affected property owners
- Settling any claims resulting from construction damages

We can also prepare the necessary parcel descriptions and other information required during the condemnation process if voluntary acquisition is impossible. **All activities comply with the applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Act.**

## TEAM ORGANIZATIONAL CHART



*\*SRF has staff that can speak various languages and has the ability to provide materials in multiple languages and/or contract an interpreter, if needed.*

## RESUMES



**Cindy Wiste**  
Senior Project  
Manager

Cindy has nearly 17 years of right of way acquisition and relocation experience, focusing on projects for transportation, infrastructure, and redevelopment projects. Cindy is a manager who can think quickly and leads by example. She is organized, knows how to prioritize, has problem-solving skills, and is detail-oriented. Cindy has good communication skills, is direct, and is approachable with an open-door policy, making it easy for her team. Cindy strives to complete projects successfully and deliver them on time and within budget. She works extensively in the Twin Cities metropolitan area, as well as throughout the state. Her professional and polite manner helps put property owners and tenants at ease during the acquisition process. **As a project manager, Cindy oversees the work of SRF's right of way specialists and is the main point of contact for the City of Hermantown Project**

### *Select Project Experience*

- MnDOT District 7 TH 14 from Sanborn Corners to Springfield (0803-44RW), Minnesota. Acquisition: 100 parcels.
- Brooklyn Boulevard Phase 1 and Phase 2, City of Brooklyn Center, Minnesota. Acquisition: 74 parcels.
- City of Rochester 65th Reconstruction Project, Minnesota. Acquisition: 22 parcels.
- Ramsey County Lexington Avenue Right of Way Acquisition, Minnesota. Acquisition: 16 parcels.



**Ken Helvey**  
QA/QC

Ken leads SRF's Real Estate Services Group and manages the acquisition, relocation, and appraisal processes for infrastructure, utility, and development projects. **Since 1993, he has provided exception service to public and private sector clients with project management, acquisition, compilation of information to prepare work files, coordination of appraisals, negotiations with land owners to acquire right of way and settle damages, completion of relocation services, recording of pertinent documents, and closing of files and preparation of closing documents.** Ken's quality is of the utmost importance to Ken, and he is committed to ensure that high quality standards are met and will review documentation to assure quality.

### *Select Project Experience*

- MnDOT TH 14 Right of Way Package, Brown and Redwood Counties, Minnesota.
- Fargo-Moorhead Diversion, Fargo, North Dakota and Moorhead, Minnesota.
- 8th Street / TH 75 (2nd Avenue to 20th Avenue) Sidewalk Project, Moorhead, Minnesota.
- Main Avenue (8th Street to 19th Street) Mill and Overlay, Moorhead, Minnesota.



**Tammy Guderian**  
Project Manager

Tammy has nine years of right of way acquisition and relocation experience. Tammy is a leader who has taken our specialists under her wing. She works closely with the staff daily to ensure the proper steps are taken to get the job done on time. She is organized and detail-oriented and takes the time to listen to ensure property owners are heard with their concerns. The real estate services she provides include document and file preparation and assistance with the right of way acquisition and relocation processes. Tammy is very knowledgeable in the research, interpretation, and application of all requirements of the Uniform Act/49 CFR, Part 24. In addition, she has assisted residential and business displaced persons with relocation assistance benefits.

### *Select Project Experience*

- Ramsey County Lexington Avenue Right of Way Acquisition, Minnesota. Acquisition: 16 parcels.
- Fargo-Moorhead Area Diversion Relocation Assistance, Fargo, North Dakota and Moorhead, Minnesota.
- Dakota County CSAH 50 Relocation Assistance, Minnesota.
- MnDOT District 7 TH 13 Right of Way Project, Minnesota. Acquisition: 113 parcels.
- Anoka County Hanson Boulevard Overpass Condemnation, Minnesota.



**Danny Bissonnette**  
Real Estate  
Negotiator

Danny is a professional right of way agent with experience working on transportation, renewable energy, and utility projects. Danny has gained valuable insight and experience in land rights negotiation and acquisition processes, including the fair and ethical treatment of landowners, providing QA/QC, and data management. Danny is well versed in technology tools with a clear understanding of the important role that accurate documentation and reporting holds for projects.

### *Select Project Experience*

- MnDOT District 7 TH 13 Right of Way Project, Minnesota. Acquisition: 113 parcels.
- City of Maple Grove TH 610, Minnesota.
- MnDOT TH371 RCI ROW Services Road Project, Brainerd, Minnesota.
- MnDOT TH 27 Osakis Road Project, Osakis, Minnesota.





**Matthew Marsh**  
Real Estate  
Negotiator

Matthew is a right of way specialist in SRF's Minneapolis office. He is resourceful and detail-oriented with experience in right of way acquisition negotiations, field title research, document and file preparation, and relocation assistance. Matthew graduated from the University of Minnesota with a Bachelor of Science in Urban Studies and a minor in geography.

*Select Project Experience*

- MnDOT District 7 TH 14 from Sanborn Corners to Springfield, Minnesota. Acquisition: 100 parcels.
- Brooklyn Boulevard Phase 1 and Phase 2, City of Brooklyn Center, Minnesota. Acquisition: 74 parcels.
- City of Rochester 65th Reconstruction Project, Minnesota. Acquisition: 22 parcels.
- MnDOT District 7 TH 13 Right of Way Project, Minnesota. Acquisition: 113 parcels.



**Reed Scherbel**  
Real Estate  
Negotiator

Reed is a capable, detail-oriented real estate specialist with experience in field title research, document and file preparation and R/W acquisition negotiations. Reed graduated from the University of St. Thomas with a Bachelor's degree and has received specialized training with the National Highway Institute. Reed will be conducting field title and direct purchase. He holds a Minnesota license as a Real Estate Salesperson.

*Select Project Experience*

- MnDOT District 7 TH 14 from Sanborn Corners to Springfield, Minnesota. Acquisition: 100 parcels.
- Brooklyn Boulevard Phase 1 and Phase 2, City of Brooklyn Center, Minnesota. Acquisition: 74 parcels.
- Bridge Avenue, Albert Lea, Minnesota. Acquisition 113 parcels.
- Fargo-Moorhead Diversion, Fargo, North Dakota and Moorhead, Minnesota.



**Katie Laidley**  
Real Estate  
Negotiator

Katie is an Associate in Real Estate and Acquisition/Relocation in SRF's Fargo office. She is a detail-oriented real estate associate with seven years of experience focused on real estate, effectively leading and managing real estate case files and working in a team environment.

*Select Project Experience*

- Fargo-Moorhead Area Diversion, Property Acquisitions, Fargo, North Dakota and Moorhead, Minnesota.
- Main Ave Project, NDDOT, Fargo, North Dakota.
- Valley City Drainage Project, Valley City, North Dakota.
- ND Highway 1, Cavalier County, North Dakota.



**Madeline Brill**  
Real Estate Support

Madeline provides behind-the-scenes administrative services for the right of way group at SRF. She organizes and archives documentations, overseeing all the filing that needs to be done. She also retrieves any additional data for the team when project calls for it. Her eagerness and willingness to complete tasks allows her team members to thrive.

*Select Project Experience*

- MnDOT District 7 TH 13 Right of Way Project, Minnesota. Acquisition: 113 parcels.
- Fargo-Moorhead Diversion, Fargo, North Dakota and Moorhead, Minnesota.



**Dean Duschek,  
LS**  
Survey Assistance  
and Negotiation  
Support

Dean will oversee all supplemental land survey requirements for the project. Dean has more than 40 years of experience as a professional land surveyor and supervises SRF's survey operations. He is involved in all SRF projects where design surveys and/or land surveys are required. Dean's involvement extends beyond surveys prepared by SRF and includes quality control reviews of mapping and survey-related data received from third parties. He has provided land surveying services, including right-of-way research and legal descriptions, for numerous projects.

*Select Project Experience*

- Moorhead Corridor Investment Management Strategy (CIMS), Minnesota
- Main Avenue Improvements, Moorhead, Minnesota
- Robert Street Improvement Project, West St. Paul, Minnesota
- 38th Street Station ALTA Survey, Minneapolis, Minnesota



**Mike Fischer,  
PLS**  
Survey Assistance  
and Negotiation  
Support

Mike has 16 years of land and construction surveying experience. Prior to joining SRF, he worked at firms in both the private and public sector. His previous experience includes proudly serving in the United States Air Force and Wisconsin Army National Guard. His land surveying experience includes topographic, boundary and ALTA/ACSM surveys, section corner restoration, right of way mapping, platting, and legal description analysis and writing. Mike has extensive experience in construction services including grading, paving, sewer, water, and bridge and building staking. One of Mike's biggest projects was providing boundary and construction services for a major bridge and road project in Saint Paul, Minnesota.

*Select Project Experience*

- Red Wing River Crossing, Red Wing, Minnesota
- US 63 and Gilmore Avenue, Winona, Minnesota
- 55th Street Northwest Official Map, Rochester, Minnesota



**Doug Johnson**  
Appraiser

Doug is a Certified General Appraiser at DKJ Appraisal, LLC, who specializes in multi-parcel right of way projects. SRF has teamed with DKJ Appraisal many times over the years. Doug is a respected appraiser in the right of way industry and has performed appraisals for multiple clients.

Doug has been preparing appraisals for partial acquisitions, complete acquisitions, land exchanges, condemnation, disposal, and rental analysis since 1979. His experience includes but is not limited to, preparing appraisals for government/utility clients, highways and parks, water projects, and land exchanges.



**Rose Davis**  
Real Estate Support

Rose provides behind-the-scenes administrative services for the right of way group at SRF. She organizes and archives documentations, overseeing all the filing that needs to be done. She also retrieves any additional data for the team when project calls for it. Her eagerness and willingness to complete tasks allows her team members to thrive.

## ROLES & RESPONSIBILITIES

Roles & Responsibilities	Availability	Deliverables
<b>Cindy Wiste – Senior Project Manager, Level VI</b> <ul style="list-style-type: none"> <li>• Manage project team</li> <li>• Budget oversight</li> <li>• Negotiations</li> </ul>	70%	<ul style="list-style-type: none"> <li>• Prepare documents</li> <li>• Prepare offer</li> <li>• Meet with owners</li> <li>• Facilitate owner negotiations</li> <li>• Obtain mortgage and tenant consents</li> <li>• Submit W-9 Forms</li> <li>• Document all activities and settlements</li> <li>• Negotiations</li> </ul>
<b>Tammy Guderian– Real Estate Negotiator, Level IV</b> <ul style="list-style-type: none"> <li>• Negotiations</li> <li>• Serve as property owner contact</li> <li>• Meet with owners as needed</li> </ul>	70%	
<b>Danny Bissonette – Real Estate Negotiator, Level III</b> <ul style="list-style-type: none"> <li>• Negotiations</li> <li>• Serve as property owner contact</li> <li>• Meet with owners as needed</li> </ul>	70%	
<b>Reed Scherbel – Real Estate Negotiator, Level II</b> <ul style="list-style-type: none"> <li>• Negotiations</li> <li>• Serve as property owner contact</li> <li>• Meet with owners as needed</li> </ul>	70%	
<b>Matthew Marsh – Real Estate Negotiator, Level II</b> <ul style="list-style-type: none"> <li>• Negotiations</li> <li>• Serve as property owner contact</li> <li>• Meet with owners as needed</li> </ul>	70%	
<b>Katie Laidley – Real Estate Negotiator, Level II</b> <ul style="list-style-type: none"> <li>• Negotiations</li> <li>• Serve as property owner contact</li> <li>• Meet with owners as needed</li> </ul>	60%	
<b>Ken Helvey – QA/QC, Level VII</b> <ul style="list-style-type: none"> <li>• QA/QC</li> </ul>	70%	<ul style="list-style-type: none"> <li>• Ken will provide the QA/QC for the project</li> </ul>
<b>Dean Duscheck – Survey, Level V</b>	70%	<ul style="list-style-type: none"> <li>• Parcel Exhibits</li> </ul>
<b>Mike Fischer – Survey, Level IV</b>	20%	<ul style="list-style-type: none"> <li>• Legal Description</li> </ul>
<b>Doug Johnson</b>	70%	<ul style="list-style-type: none"> <li>• Appraisal</li> </ul>
<b>Madeleine Brill – Real Estate Support, Level I</b> <b>Rose Davis – Real Estate Support</b>	80%	<ul style="list-style-type: none"> <li>• Assist with documentation</li> </ul>

## Schedule

Due to the nature of the project, an overall schedule is challenging to determine. From identification of the affected parcels until the anticipated acquisition is typically about 6-8 months. This allows for survey, appraisal negotiations, and closing.

## Relevant Projects/Experience:

### BRIDGE AVENUE PROJECT

*Freeborn County & City of Albert Lea  
Number of Parcels: 113  
Project Relevance: Large, multi parcel project*

Freeborn County is planning to reconstruct CSAH 22 (Bridge Avenue) from Marshall Street to Hammer Road in the City of Albert Lea. This includes a full reconstruction of the roadway, installation of trails, sidewalk replacement, and new utilities throughout the project. Right of way services include preparation of Minimum Damage Acquisition Reports, offer package preparation, field title, and negotiations for 113 parcels. All 113 parcels were successfully acquired.



The Bridge Avenue project is very similar to the proposed project due to the number of similar properties and property types.

### BROOKLYN BOULEVARD (CSAH 152) RECONSTRUCTION

*City of Brooklyn Center, Minnesota  
Number of Parcels: 74  
Project Relevance: Urban corridor*

SRF provided concept development, preliminary layouts, final design, public involvement, and construction management services for the reconstruction of Brooklyn Boulevard from 49th Avenue to 65th Avenue. The project length is two miles of four-lane urban roadway with turn lanes at intersections. Due to the significance of the corridor, several project partners came to the table to improve their own facilities as part of the overall project, including the City of Brooklyn Center, Hennepin County, MnDOT, Metro Transit, and the City of Minneapolis.



SRF provided a turnkey approach for all deliverables including agency coordination, public involvement, permit submittals, construction plan review and approvals, and final project cost estimates. We also provided appraisal services, right of way acquisition, and construction administration services to ensure construction meets MnDOT's Standards Specifications.

### RAMSEY COUNTY, LEXINGTON PARKWAY REALIGNMENT PROJECT PHASE II

*Saint Paul, Minnesota  
Number of Parcels: 11  
Project Relevance: Urban corridor*

Ramsey County is building onto Phase I of the Lexington realignment project and connecting Adrian Street to Shepard Road. With this project, Elway Street will be extended from Adrian Street to Montreal Avenue, and a roundabout will be constructed at the Elway Street and Montreal Avenue intersection. The existing Elway Street from Montreal Avenue to Shepard Road will be reconstructed.

Reconstruction will consist of pavement replacement, utility upgrades, and pedestrian/bike facility improvements. This ongoing project is being completed on time and under budget. SRF acquired 11 parcels for this project.

### CITY ENGINEER PARTICIPATION IN RFP REVIEW

As noted elsewhere in this RFP, David Bolf, P.E., who is the City Engineer for the City of Hermantown, will participate in the review of RFP proposals.

David Bolf is the brother of Matt Bolf who works for Short Elliot Hendricksen, Inc., which is expected to submit a proposal.

David Bolf also previously worked for Salo Engineering, Inc, which is now Toltz, King, Duvall, Anderson and Associates, Incorporated.

David Bolf also has personal and professional relationships with other engineers who are expected to submit proposals.

David Bolf has consulted with the City Council of the City, the City Attorney of the City and the City Administration for the City and all have determined that he does not have an impermissible conflict of interest that would preclude him from fully participating in the RFP review process.

Notwithstanding the foregoing, the City desires to determine if its views are shared by Responders to the RFP. Accordingly, please check one of the boxes below and sign it and submit this form with your response to the RFP.

- The undersigned Responder consents to David Bolf participating in the RFP review process.
- The undersigned Responder objects to David Bolf participating in the RFP review process.

This page will not count against the ten (10) page maximum number of pages allowed for a proposal.

SRF Consulting Group, Inc. \_\_\_\_\_

Name of Responder

Ken Helvey - Director Real Estate Services      4/20/2023

Signature and Title

Date

**EXHIBIT A**

**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 your proposal in response to a Request for Proposal.

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 proposal 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 20 day of April, 2023

Ken Helvey, Director - Real Estate Services

Print Name



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

**EXHIBIT C**  
**Billing Rates**



May 26, 2023

SRF# 16683.PP

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

**Subject: Cost Proposal for Right of Way Appraisal and Acquisition Services  
Trail Connector Project**

Dear Mr. Mulder,

Below and attached please find SRF's fee proposal and assumptions for the Trail Connector Project.

**Assumptions -Acquisition**

- Fifty-five (55) parcels impacted.
- All will have both permanent and temporary easements. No driveway closures, access closures or severance.
- No impacts to improvements
- It is assumed that lender consents will be obtained the 55 Parcels. Fee's for the consents are not included in this proposal as they are not known at this time.

**Assumptions- Appraisals**

- 55 parcels affected
- DKJ Appraisal LLC will prepare abbreviated narrative before and after appraisals for the affected parcels on this project for the following costs:
  - 40-55 appraisals assigned at one time @ \$1,900 per appraisal
  - 20-40 appraisals assigned at one time @ \$2,000 per appraisal
  - 10-20 appraisals assigned at one time @ \$2,200 per appraisal
  - 5-10 appraisals assigned at one time @ \$2,400 per appraisal
  - 1- 4 appraisals assigned at one time @ \$3,000 per appraisal
- The above pricing accounts for the unknown segment breakdown on this project. If all 55 parcels are given at one time, then the \$1,900 cost applies. If 30 parcels are assigned at first, and then the other 25 are assigned 6+ months later, then the \$2,000 per appraisal cost applies because additional time will need to be spent in travel and sales research/verification (another sales search will be required for the latest sales and updated market conditions).

Mr. John Mulder

May 26, 2023

Page 2

- The above pricing assumes land only appraisals with minor or no severance damage. Damage to minor site improvements (trees, fencing, landscaping, etc) will be included in the appraisals.
- SRF's cost includes a full suite of appraisal services. These costs can be discussed as part of a contract negotiation to determine needs.
- Should Minimum Damage Assessments (prepared by SRF staff) be desired SRF can provide these are a cost of \$900 per parcel (on appropriate parcels)

#### Cost Per Parcel Beyond 55 Parcels

- o \$4,300 per parcel for full suite of services shown on spreadsheet

Final scope and fees to be negotiated.

Sincerely,

SRF CONSULTING GROUP, INC.



Ken Helvey  
Project Director

KH/cjw



SRF Consulting Group, Inc.  
Client: City of Hermanshon  
Project: Trail Connector Project  
Subcontractor: DMJ Approved

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PHASE A/1/A	PHASE A/2/A	PHASE A/3/A	PHASE A/4/A	PHASE A/5/A	PHASE A/6/A	PHASE A/7/A	PHASE A/8/A	PHASE A/9/A	TOTAL	SUBTOTAL	TOTALS	EST. FEE
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**140 RIGHT OF WAY ACQUISITION ASSISTANCE**

**Subcontract:**  
- See cover letter  
- See cover letter

**Client Deliverables:**  
Sample conveyance documents  
Timely review of submissions and questions  
Recording of documents

11	Negotiation Activities Up to meetings with City and/or Team Other packages - all required documents for the Others Good Faith Negotiations Adversitive Settlements Mortgage Involvement (assumed 1 mortgage company - permanent assessment period - not including any lender fees) Land Value Offers	16	56	-	50	325	325	325	-	-	10	782	\$88,788.00
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**SEE DELIVERABLES**

Negotiations are completed negotiation files

<b>SUBTOTAL - TASK 1</b>		16	56	0	50	325	325	325	0	0	10	782	\$88,788.00
<b>TOTAL ESTIMATED PERSON-HOURS</b>		16	56	0	50	325	325	325	0	0	10	782	
<b>AVERAGE HOURLY BILLING RATE</b>						\$288.00	\$178.00	\$288.00			\$88.00		\$88,788.00
<b>ESTIMATED LABOR AND OVERHEAD</b>			\$1,716.00	\$9,096.00	\$0.00	\$128.00	\$4,250.00	\$36,725.00	\$11,110.00	\$96.00	\$0.00	\$1,200.00	\$68,000.00
<b>SEE ESTIMATED DIRECT NONSALARY EXPENSES</b>													\$640.00

**SUBTOTAL (OFF Labor and Expenses)** \$89,408.00

**SUBCONSULTANTS** \$25,340.00

**TOTAL ESTIMATED FEE (OFF and Subcontractor's combined)** \$214,748.00

**ESTIMATE OF DIRECT NONSALARY EXPENSES:**

WILSON: See assumptions letter - assume 8 round trips and local mileage	Personal Vehicle	3000	Miles @	\$0.25	\$1,875.00
COMMUNICATIONS:	Mail, Express, Etc.	55	Onfield Letters @	\$15.00 ea	\$825.00
HOTEL:		8	Nights @	\$125.00 ea	\$1,000.00
MEALS:		16	Days @	\$40.00 ea	\$640.00
<b>SUBCONSULTANTS:</b>	Off Appraisal - COST IS BASED ON AN AVERAGE COVER LETTER FOR ASSUMPTIONS	55	Appraisal @	\$22.00 ea	\$1,210.00
<b>Expenses</b>					\$4,550.00





**CITY COUNCIL MEETING DATE:** June 5, 2023

**TO:** Mayor & City Council

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

**SUBJECT:** Bond Issuance, Series 2023A

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**RESOLUTION:** 2023-69       **ORDINANCE:**                       **OTHER:**

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**REQUESTED ACTION**

**Approve issuance, sale and delivery of \$1,6,000 General Obligation Improvement and Refunding Bonds, Series 2023A.**

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**BACKGROUND**

The City is issuing new bonds, Series 2023A. The bonds will be in the amount of \$1,600,000. These bonds will be for the 2023 Richard/Lindgren/Evee/Sam’s Way Road Improvements that are part of the City’s Financial Management Plan. The bonds will be repaid by the following: Debt Levy (property taxes) and Road Assessments.

The sale will be conducted on Monday June 5, 2023. Following the sale, all of the specifics in the resolution will be completed and the Council will asked to award the sale of the bonds.

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**SOURCE OF FUNDS (if applicable)**

N/A

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**ATTACHMENTS**

**Resolution No. 2023-69**

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND  
DELIVERY OF \$1,505,000 GENERAL OBLIGATION IMPROVEMENT  
BONDS, SERIES 2023A**

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

Section 1. Bond Purpose, Authorization and Award.

1.01 Authority. Under and pursuant to the provisions of Minnesota Statutes, Chapters 429 and 475, the Issuer is authorized to issue and sell its general obligation bonds to finance the Improvement Project. Work on the Project shall proceed with due diligence to completion. The Issuer covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained. The Improvement Project is ordered as required by Minnesota Statutes, Section 429.091, Subdivision 1.

1.03 Findings.

A. The City Council determines that it is necessary, expedient and in the best interest of the Issuer’s residents in order to reduce debt service costs to the Issuer, that the Issuer issue, sell and deliver its \$1,505,000 General Obligation Improvement Bonds, Series 2023A (the “Bonds”), to finance the Improvement Project.

B. The principal of and interest on the Bonds shall be paid primarily from special assessments (the “Special Assessments”) levied or to be levied against property specially benefitted by the Improvement Project and ad valorem taxes hereinafter levied (the “Taxes,” and along with the Special Assessments, the “Pledged Revenues.”).

1.04 Municipal Advisor. The Issuer has retained the services of Ehlers & Associates, Inc., as its municipal advisor.

1.05 Award of Sale. The Issuer has received an offer from TD Securities (USA) LLC of New York, New York (the “Purchaser”), to purchase the Bonds at a cash price of \$1,580,739.00, upon the terms and conditions hereafter specified in this Resolution. The City Council, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is accepted. The Mayor and the City Clerk are authorized and directed to execute on the part of the Issuer a contract for the sale of the Bonds in accordance with the Purchaser’s proposal, and to acknowledge receipt of the security given for the proposal, if any.

Section 2. Terms of the Bonds.

2.01 Date, Maturities and Interest Rates.

A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated “\$1,505,000 General Obligation Improvement Bonds, Series 2023A,” dated the date of

closing and delivery, as the date of original issue, issued in the denominations of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. The Bonds shall mature on February 1 in the years and amounts stated below and shall bear interest from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid at the rates per annum set forth below opposite such years and amounts:

<b>Year</b>	<b>Principal</b>	<b>Interest Rate</b>
2025	\$70,000	5.00%
2026	\$75,000	5.00%
2027	\$80,000	5.00%
2028	\$85,000	5.00%
2029	\$85,000	5.00%
2030	\$90,000	5.00%
2031	\$95,000	5.00%
2032	\$100,000	4.00%
2033	\$105,000	4.00%
2034	\$110,000	4.00%
2035	\$115,000	4.00%
2036	\$120,000	4.00%
2037	\$120,000	4.00%
2038	\$125,000	4.00%
2039	\$130,000	4.00%

2.02 Interest Payment Dates; Record Date.

A. The Bonds shall bear interest at the annual rates stated therefor in Section 2.01. The interest shall be payable semiannually on February 1 and August 1 in each year (each referred to herein as an “Interest Payment Date”) commencing on February 1, 2024. Interest will be computed upon the basis of a 360-day year of twelve, 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

B. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the person in whose name each Bond is registered (the “Holder”) and in each case at the address shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15<sup>th</sup> day (whether or not on a business day) of the calendar month next preceding the Interest Payment Date (the “Regular Record Date”). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the “Special Record Date”). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than 10 days prior thereto.

The term “Holder” shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

C. If the date for payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

### 2.03 Redemption.

A. The Bonds maturing prior to February 1, 2031 shall not be subject to redemption before maturity, but those maturing on and after such date and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on February 1, 2031 and on any day thereafter, in whole or in part and by lot as to the Bonds maturing in the same year, at a price equal to the principal amount thereof plus accrued interest to the redemption date.

B. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

### Section 3. Registration; Global Book-Entry System.

3.01 Designation of Bond Registrar. The City Council appoints Bond Trust Services Corporation, as registrar, authenticating agent and transfer agent for the Bonds (such entity or its successors is herein referred to as the “Bond Registrar”), and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract which the Issuer and the Bond Registrar shall execute which is consistent herewith and which the Mayor and City Clerk, are authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to the Act. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Mayor and City Clerk are authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holders) of the Bonds in the manner set forth herein. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

3.02 Designation of Depository. DTC, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a “clearing corporation” within the meaning of the New York Uniform Commercial Code, is designated as the depository (the “Depository”) with respect to the Bonds.

3.03 Authentication of Bonds. No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar’s authentication certificate on such Bond, substantially set forth in Section 4.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the City. Authentication certificates on different Bonds need not be signed by the same representative. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds, the Bond Registrar shall insert as the date of registration the date of original issue. The executed Authentication Certificate or the manual signature of at least one officer of the City on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

3.04 Bond Register; Transfer; Exchange.

A. The Issuer shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the City Council.

B. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute, if required by law or this Resolution, and the Bond Registrar shall authenticate, if required by law or this Resolution, date (in the space designated Date of Registration) and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of “bearer” or similar designation. Transfer of a Bond may be made on the Issuer’s books by the registered owner in person or by the registered owner’s attorney duly authorized in writing. Transfers shall be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

C. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered Holder’s attorney duly authorized in writing, and shall include written instructions as to



the details of the transfer of the Bond. When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

D. At the option of the Holder, replacement Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute (if required by law or this Resolution), and the Bond Registrar shall authenticate (if required by law or this Resolution), date (in the space designated Date of Registration) and deliver the replacement Bonds which the Holder making the exchange is entitled to receive. Bonds registered in the name of Cede & Co. may not be exchanged for Bonds of smaller denominations.

E. All Bonds surrendered upon any exchange or transfer provided for in this Resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

F. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Representation Letter and:

(i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;

(ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer

able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Representation Letter shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is authorized.

### 3.05 Persons Deemed Owners; Payment.

A. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Section 2.02 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

C. The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

3.06 Use of Global Book-Entry System.

A. There has been previously submitted to this City Council a form of Blanket Issuer Letter of Representations (the "Representation Letter") by the Issuer setting forth various matters relating to the Depository and its role with respect to the Bonds. The terms and conditions of the Representation Letter are ratified.

B. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the Issuer on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

C. So long as DTC is the Depository or it or its nominee is the Holder of any Bonds, the Issuer shall comply with the provisions of the Representation Letter, as it may be amended or supplemented from time to time.

D. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Bonds are set forth in the Representation Letter.

E. The provisions in the Representation Letter are incorporated herein by reference and made a part of this resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Representation Letter shall control.

3.07 Mutilated, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

Section 4. Form of the Bonds.

4.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ST. LOUIS

CITY OF HERMANTOWN  
GENERAL OBLIGATION IMPROVEMENT BOND, SERIES  
2023A

R-\_\_\_ \$\_\_\_\_\_

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
___%	February 1, 20__	June 22, 2023	427500

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Hermantown, St. Louis County, Minnesota (the “Issuer”), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon from the date of original issue set forth above, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, until the principal amount is paid, said interest being at the rate per annum specified above. Interest is payable semiannually on February 1 and August 1 of each year (each referred to herein as an “Interest Payment Date”) commencing on February 1, 2024, at the rate per annum specified above, calculated on the basis of a 360 day year of twelve, 30-day months, until the principal amount is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.

**Payment.** The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of Bond Trust Services Corporation, as registrar, paying agent, authenticating agent and transfer agent (the “Bond Registrar”), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the “Holder” or “Bondholder”) on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the 15<sup>th</sup> day of the calendar month next preceding such Interest Payment Date (the “Regular Record Date”). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be

given by the Bond Registrar to the Holders not less than 10 days prior thereto. The Bond Registrar shall make all payments with respect to this Bond without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

**Date of Payment Not Business Day.** If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

**Redemption.** The Bonds maturing prior to February 1, 2031, shall not be subject to redemption before maturity, but those maturing on and after such date are each subject to redemption and prepayment at the option of the Issuer on February 1, 2031, and on any day thereafter, in whole or in part, and if in part at the option of the Issuer and in such manner as the Issuer shall determine and by lot as to Bonds maturing in the same year, at a price of par plus accrued interest to the date of redemption.

**Notice of and Selection of Bonds for Redemption.** Not less than 30 nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; provided, however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, Jersey City, New Jersey (“DTC”), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations which has been executed by the Issuer (the “Representation Letter”).

If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the Issuer shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the

principal amount equal to that portion of the Bond so surrendered not being redeemed.

**Issuance; Purpose.** This Bond is one of a series issued by the Issuer in the total aggregate amount of \$1,505,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, denomination and interest rate, pursuant to: (i) the authority contained in Minnesota Statutes, Chapters 429 and 475; (ii) the Constitution of the State of Minnesota and all other laws thereunto enabling; and (iii) an authorizing resolution adopted by the governing body of the Issuer on April 19, 2023 (the “Resolution”), and is issued for the purpose of providing money to refund the outstanding principal amount of certain general obligation bonds of the Issuer and finance certain assessable local improvement projects. The Bonds are payable primarily from special assessments (the “Special Assessments”) and ad valorem taxes (the “Taxes”), which Special Assessments and Taxes are sufficient to pay the interest on and principal of the Bonds as the same become due and payable.

**General Obligation.** This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are irrevocably pledged.

**Denominations; Exchange.** The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution and the Representation Letter. Reference is made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

**Registration; Transfer.** This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder’s legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Representation Letter and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by

law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

**Fees Upon Transfer or Loss.** The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds. No service charge shall be made by the Issuer for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

**Treatment of Registered Owner.** The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until either (i) the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or (ii) the Bond has been manually executed by at least one officer of the governing body of the Issuer.

**Qualified Tax-Exempt Obligations.** The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that, if necessary for payment of principal of and interest on the Bonds of this issue, ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any charter, constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Hermantown, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile or manual signature of the Mayor and attested by the facsimile or

manual signature of the City Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

ATTEST:

*(form-no signature needed)* \_\_\_\_\_  
City Clerk

*(form-no signature needed)* \_\_\_\_\_  
Mayor

Date of Authentication: \_\_\_\_\_

BOND REGISTRAR’S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

BOND TRUST SERVICES CORPORATION  
Bond Registrar

By \_\_\_\_\_  
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by Bond Trust Services Corporation of Roseville, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner’s attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the Bond Registrar, in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
6/22/2023	Cede & Co. c/o The Depository Trust Company 570 Washington Blvd. Jersey City, NJ 07310 Federal Taxpayer I.D. No. 13- 2555119	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto



\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
Social Security or Other  
Identifying Number of Assignee

the within Bond and all rights thereunder and does irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
(Bank, Trust Company, member of  
National Securities Exchange)

*Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

4.02 Preparation and Execution. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk. The legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A. shall be appended to each Bond. The corporate seal of the Issuer may be omitted from the Bonds as permitted by law. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

4.03 Delivery of the Bonds. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. Printed or typewritten, and executed Bonds shall be furnished by the Issuer without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Clerk to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 5. Covenants, Accounts and Tax Levies.

5.01 Covenants.

A. *Covenants Related to the Improvement Project.* It is determined that the Improvement Project benefits abutting property, and the Issuer further covenants with the holders from time to time of the Bonds as follows:

(i) The Issuer has caused the special assessments (the “Special Assessments”) for the 2023 Project to be promptly levied and will take all steps necessary to assure prompt collection of the Special Assessments.

(ii) The Issuer will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvement Project and Special Assessments levied therefor and other funds appropriated for their payment, collections and disbursements thereof, moneys on hand and the balance of unpaid Special Assessments.

(iii) The Issuer will cause its books and records to be audited and will furnish copies of such audit reports to any interested person upon request.

(iv) The City Council covenants and agrees with the holders of the Bonds and with its taxpayers that it has assessed against benefitted property not less than 20% of the cost of the assessable projects financed or refinanced by the Bonds.

(v) The Issuer further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary, in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the Issuer or the City Council, or any of the Issuer officers or employees, either in the making of the Special Assessments or in the performance of any condition precedent thereto, as may be required by law to make the assessments a valid and binding lien upon such property.

5.02 2023A General Obligation Improvement Bonds Fund. There is created a special fund to be designated the “2023A General Obligation Improvement Bonds Fund” (the “Fund”) to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the three separate accounts, to be designated the “Project Account,” the “Costs of Issuance Account,” and the “Debt Service Account” respectively (together, the “Accounts”):

A. *Project Account.* On receipt of the purchase price of the Bonds, the Issuer shall credit proceeds from the sale of the Bonds less amounts allocated as capitalized interest funded from bond proceeds, if any (the “Capitalized Interest”); less amounts used to pay part of the interest cost of the issue as allowed by Section 475.56 of the Act (the “Additional Interest”); and less amounts allocated to accrued interest paid by the Purchaser upon closing and delivery of the Bonds (the “Accrued Interest”), less the amounts to be deposited in the Costs of Issuance Account and Debt Service Account, to the Project Account. Proceeds of the Bonds on deposit in the Project Account shall be used to pay construction costs of the 2023 Project.

B. *Costs of Issuance Account.* On receipt of the purchase price of the Bonds, the Issuer shall credit to the Costs of Issuance Account the proceeds from the sale of the Bonds in an amount necessary to pay the costs of issuance of the Bonds. In the event the proceeds of the Bonds, after meeting the requirements for deposits to the other Accounts, are insufficient for payment of costs of issuance of the Bonds, the Issuer will appropriate available funds to meet any deficiency. Any balance remaining in the Costs of Issuance Account after payment in full of the costs of issuance of the Bonds shall be transferred to the Debt Service Account.

C. *Debt Service Account.* The Debt Service Account shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid:

(i) There is pledged and appropriated and there shall be credited to the Debt Service Account: (A) the Accrued Interest; (B) the Additional Interest; (C) the Capitalized Interest (if any); (D) Special Assessments and ad valorem taxes; (E) all funds remaining in the Project Account after completion of the 2023 Project and payment of the costs thereof; (F) all funds remaining in the Costs of Issuance Account after payment of the costs of issuance of the Bonds; (G) any and all other monies which are properly available and are appropriated by the governing body of the Issuer to the Debt Service Account; and (H) investment earnings on the monies identified in the foregoing clauses (A) through (G). The proceeds of the Bonds described in clauses (A) through (C) of the preceding sentence shall be used for payment of interest on the Bonds.

(ii) The money in such account shall be used for no purpose other than the payment of principal and interest and redemption premium, if any; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Account, the Finance Director shall pay the same from any other fund of the Issuer, which fund shall be reimbursed from the Debt Service Account when the balance therein is sufficient.

### 5.03 Tax Levy.

A. For the prompt and full payment of the principal and interest on the Bonds there is levied a direct annual ad valorem tax upon all taxable property in the Issuer which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the Issuer. Said

levies are for the years and in the amounts set forth in Attachment A hereto, which is incorporated by reference as though fully set forth herein.

B. The tax levies are such that if collected in full, they together with estimated collections of Pledged Revenues and investment earnings herein pledged for payment of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. The tax levies shall be irrevocable so long as any amount of the Bonds is outstanding and unpaid; provided, however, that on November 30 of each year, while Bonds remain outstanding, the City Council shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year on the Bonds, and shall direct the County Auditor to reduce the levy for such calendar year by that amount.

5.04 General Obligations. It is recognized that the Issuer's liability on the Bonds is not limited to the Pledged Revenues and investments so pledged, and the City Council covenants and agrees that in the event of any current or anticipated deficiency in the Pledged Revenues, it will levy upon all taxable property within the Issuer and cause to be extended, assessed, and collected, any additional taxes found necessary for full payment of the principal of and interest on the Bonds, without limitation as to rate or amount.

5.05 Investments. Monies on deposit in the Debt Service Account may, at the discretion of the City Clerk, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of project costs and/or payment of the principal and interest on the Bonds when due.

Section 6. Reserved.

Section 7. Certificate of Proceedings.

7.01 Filing of Resolution; County Auditor Certificate. The City Clerk or the designee thereof is directed to file a certified copy of this Resolution in the office of the County Auditor of St. Louis County, along with such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

7.02 Authentication of Transcript. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the Issuer and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

7.03 Offering Materials. The Mayor and the Finance Director are authorized and directed to certify that they have examined the offering materials prepared and circulated in connection with the reoffering of the Bonds by the Purchaser and that to the best of their knowledge and belief the offering materials are a complete and accurate representation of the facts and representations made therein as of the date of the offering materials.

7.04 Absent or Disabled Officers. In the event of the absence or disability of the Mayor, the City Clerk or the Finance Director, such officers or members of the City Council as in the opinion of the Issuer's attorney, may act in their behalf, shall without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

7.05 Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Issuer may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Issuer may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Chapter 118A bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

## Section 8. Tax Covenants.

### 8.01 General.

A. The Issuer covenants and agrees with the Holders of the Bonds that the Issuer will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

B. The Issuer covenants with the Holders from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would

cause the interest payable on the Bonds to become subject to taxation under the Internal Revenue Code; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Code. The term “Internal Revenue Code” or “Code” as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing, or as hereafter amended or proposed.

C. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (ii) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other Issuer account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable “temporary periods” or “minor portion” made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

8.02 Small-Issuer Rebate Exception. For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate requirements, the Issuer finds, determines and declares:

- A. the Issuer is a governmental unit with general taxing powers;
- B. the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- C. 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the Issuer; and
- D. the aggregate face amount of the tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

8.03 Bank Qualification. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the Issuer makes the following factual statements and representations:

- A. the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- B. the Issuer designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

C. the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Issuer (and all entities whose obligations will be aggregated with those of the Issuer) during the calendar year in which the Bonds are being issued will not exceed \$10,000,000; and

D. not more than \$10,000,000 of obligations issued by the Issuer during the calendar year in which the Bonds are being issued have been designated for purposes of Section 265(b)(3) of the Code.

8.04 Arbitrage Certification. The Mayor and City Clerk, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

8.05 Opinion of Counsel. Notwithstanding any other provision of this Section 8, any requirement imposed hereunder or under Section 6 hereof may be deemed inapplicable and of no force or effect if an opinion of counsel is rendered to the Issuer by nationally recognized Bond Counsel to the effect that the failure to impose such requirement will not adversely effect the tax exempt status of interest on the Bonds.

Section 9. Continuing Disclosure. The City Council acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Mayor and the City Clerk are authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the Issuer.

Section 10. Post-Issuance Tax Compliance. The Issuer has previously approved a Pre- and Post-Issuance Compliance Policy and Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The Issuer hereby ratifies the Policy and Procedures for the Bonds. The Finance Director continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted: June 5, 2023.

---

Mayor

Attest:

---

City Clerk



**ATTACHMENT A**

**General Obligation Improvement Bonds, Series 2023A  
City of Hermantown, Minnesota**

<b>Levy Year</b>	<b>Collection Year</b>	<b>Tax Levy</b>
2023	2024	\$100,266.01
2024	2025	\$101,841.01
2025	2026	\$103,153.51
2026	2027	\$104,203.50
2027	2028	\$99,741.01
2028	2029	\$100,528.50
2029	2030	\$101,053.51
2030	2031	\$101,316.02
2031	2032	\$102,366.01
2032	2033	\$103,206.01
2033	2034	\$103,836.00
2034	2035	\$104,256.01
2035	2036	\$99,216.00
2036	2037	\$99,426.01
2037	2038	\$99,426.01

**Resolution No. 2023-70**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AN ACCEPTANCE OF EASEMENT AGREEMENT TO THE CITY OF HERMANTOWN FROM ROBIN E AND DOUGLAS R JOHNSON FOR THE OKERSTROM SEWER AND ROAD IMPROVEMENT**

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

WHEREAS, the City needs to obtain an easement (“Easements”) from Robin E. and Douglas R. Johnson to construct the Project and Robin E. and Douglas R. Johnson have executed and delivered the required Easement to the City; and

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

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

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

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

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

Councilors \_\_\_\_\_, aye

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted June 5, 2023.

**EXHIBIT A**

(Top 3 inches reserved for recording data)

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## EASEMENT AGREEMENT

THIS INDENTURE, made and entered into this 11 day of May, 2023, between **Robin E. Johnson and Douglas R. Johnson**, married to each other, (collectively referred to as "Grantor") and the **City of Hermantown**, a Minnesota statutory city ("Grantee") in response to the following situation:

- A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the "Property").
- B. Grantee desires to construct improvements to the roadbed and utilities ("Project").
- C. Grantor has agreed to provide a permanent easement ("Easement") for public purposes on the Property, within the Easement area legally described on Exhibit B attached hereto and depicted on Exhibit C attached hereto.

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

1. The Recitals are included as a part hereof.
2. Grantor grants Grantee the Easement for public purposes, including, but not limited to, a public roadway and public utilities, under, and across the property owned by Grantor, with said Easement being generally shown on the drawing attached hereto as Exhibit C together with the right to enter upon and occupy so much of such property as may be necessary in constructing, repairing or otherwise maintaining any public roadway and public utilities located thereon.
3. Grantee shall have the right to assign or encumber the Easement in whole or in part and as to all or any portion of the rights accruing hereunder, subject always to the terms of this Agreement.
4. It is understood that the right, privilege and easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

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

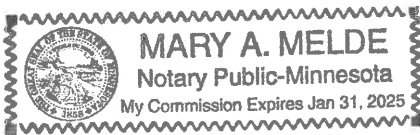
**GRANTOR:**

*Robin E. Johnson*  
\_\_\_\_\_  
**Robin E. Johnson**

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this 11<sup>th</sup> day of May, 2023 by Robin E. Johnson, married to Douglas R. Johnson.

(Stamp)



*Mary A. Melde*  
\_\_\_\_\_  
(signature of notarial officer)  
Title (and Rank): Notary Public  
My commission expires: 1/31/2025  
(month/day/year)

**[SIGNATURES CONTINUE ON NEXT PAGE]**

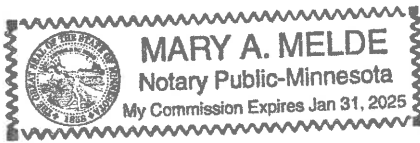
**GRANTOR:**

*Douglas R Johnson*  
Douglas R. Johnson

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this 11<sup>th</sup> day of May, 2023 by Douglas R. Johnson, married to Robin E. Johnson.

(Stamp)



*Mary A. Melde*  
(signature of notarial officer)  
Title (and Rank): Notary Public  
My commission expires: 1/31/2025  
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

**ACCEPTANCE**

The City of Hermantown hereby accepts the foregoing easement.

Dated: \_\_\_\_\_

**GRANTEE:**

**City of Hermantown**

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

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

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Wayne Boucher and \_\_\_\_\_, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

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

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

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

**[END OF SIGNATURES]**

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

**EXHIBIT A**  
**Legal Description**

North one-half of South one-half of Southeast Quarter of Southwest Quarter (N 1/2 of S 1/2 of SE 1/4 of SW 1/4),  
Section Twenty-four, Township Fifty (50), Range Fifteen (15), except the Westerly one thousand (1000) feet thereof,  
St. Louis County, Minnesota.

**PID NO. 395-0010-06840 & 395-0010-06843**



**EXHIBIT B**  
**Easement Description**

The East 33 feet of the North Half of the South Half of the Southeast Quarter of the Southwest Quarter of Section 24, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota.

Said right of way & utility easement contains 10,872 Sq. Feet or 0.25 Acres.



**Resolution No. 2023-71**

**RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND ORDERING  
ADVERTISEMENT FOR BIDS FOR ROOF INSULATION ON THE GOVERNMENT  
SERVICES BUILDING**

WHEREAS, Braun Intertec has prepared plans and specifications for roof insulation in Government Services Building as part of the roof repair in 2023 and

WHEREAS, such final plans and specifications have been presented to the City Council; and

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

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

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

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

1. The final plans and specifications prepared by Braun Intertec are hereby approved and ordered placed on file in the office of the City Clerk.

2. The City Clerk is hereby directed to file such final plans and specifications in the permanent records of the City.

3. The City Clerk is hereby further authorized and directed to prepare and cause to be inserted in the Hermantown Star, the official newspaper an advertisement for bids Roof Insulation Repairs in accordance with the plans and specifications approved by the City Council. The advertisement for bids shall be published in the Hermantown Star on **June \_\_, 2023, June \_\_, 2023 and June 1, 2023.**

4. Such advertisement shall specify the work to be done, shall state that the bids will be publicly opened and tabulated by the Building Official and the City Clerk on Thursday, **June \_\_, 2023** at 10:00 a.m., that the tabulated bids will be considered at the City Council meeting on **July 5, 2023 at 6:30 p.m.**, and shall state that no bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of **Hermantown for five percent (5%) of the amount bid.**

5. The notice to be published shall be substantially in the form of the one attached hereto as Exhibit A.

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

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

Councilors, \_\_\_\_\_ aye.

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted June 5, 2023.

**EXHIBIT A**

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Hermantown, Minnesota, will receive bids at the office of the City Clerk until **10:00 a.m. Local Time, Thursday, June \_\_, 2023** for the Roof Insulation as part of the roof repair at the Government Services Building. The project takes place in the City of Hermantown in accordance with the plans and specifications on file in the office of the City Clerk, **the Duluth Builders Exchange, Minnesota Builders Exchange and QuestCDN**. Major work items include:

TO BE INSERTED

All bids shall be made on the proposal form contained in the specifications and shall be accompanied by a cashier's check, bid bond or certified check payable to the order of the City of Hermantown for not less than five percent (5%) of the amount bid.

Digital image copies of the Bidding Documents are available QuestCDN. These documents may be downloaded by selecting this project from the PROJECT BID INFORMATION on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com).

Bids shall be mailed or delivered to the City Clerk, securely sealed and endorsed upon the outside wrapper with a brief statement or summary as to the work for which the bid is made.

The City Council reserves the right to reject all bids. All bids and the award of bid shall be subject to the Competitive Bidding Rules of the City of Hermantown.

Bids will be opened and compiled by the Building Official and the City Clerk at **10:00 a.m. Local Time, Thursday, June \_\_, 2023** at the Hermantown Government Services Building. Any questions regarding the project should be directed to the TO BE INSERTED

Authorized by the City Council.

John Mulder, Acting City Clerk  
City of Hermantown

**Resolution No. 2023-72**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AN ACCEPTANCE OF EASEMENT AGREEMENT TO THE CITY OF HERMANTOWN FROM PAUL M. SUNDQUIST FOR THE OKERSTROM SEWER AND ROAD IMPROVEMENT**

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

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

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

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

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

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

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

Councilors \_\_\_\_\_, aye

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted June 5, 2023.

**EXHIBIT A**



(Top 3 inches reserved for recording data)

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## RIGHT-OF-WAY EASEMENT AGREEMENT

THIS INDENTURE, made and entered into this 30 day of MAY, 2023, between **Paul M. Sundquist**, unmarried, ("Grantor") and the **City of Hermantown**, a Minnesota statutory city ("Grantee") in response to the following situation:

- A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the "Property").
- B. Grantee desires to construct improvements to a roadbed and utilities on and adjacent to the Property ("Project").
- C. Grantor has agreed to provide a non-exclusive permanent right-of-way easement ("Easement") for public purposes on the Property, within the Easement area legally described on Exhibit B attached hereto and depicted on Exhibit C attached hereto.

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

- 1. The Recitals are included as a part hereof.
- 2. Grantor grants Grantee the Easement for right-of-way and ancillary purposes, including, but not limited to, a public roadway and public utilities, under, and across the property owned by Grantor, with said Easement being generally shown on the drawing attached hereto as Exhibit C together with the right to enter upon and occupy so much of such property as may be necessary in constructing, repairing or otherwise maintaining any public roadway and public utilities located thereon.
- 3. Grantee shall have the right to assign or encumber the Easement in whole or in part and as to all or any portion of the rights accruing hereunder, subject always to the terms of this Agreement.
- 4. It is understood that the right, privilege and easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

[SIGNATURES APPEAR ON NEXT PAGE]

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

**GRANTOR:**

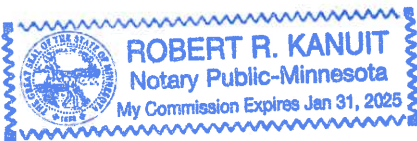
*Paul M Sundquist*

**Paul M. Sundquist**

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this 30 day of MAY, 2023 by Paul M. Sundquist, a single individual.

(Stamp)



*[Signature]*  
(Signature of notarial officer)

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

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

**[ACCEPTANCE APPEARS ON NEXT PAGE]**

**ACCEPTANCE**

The City of Hermantown hereby accepts the foregoing easement.

Dated: \_\_\_\_\_

**GRANTEE:**

**City of Hermantown**

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

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

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Wayne Boucher and \_\_\_\_\_, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

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

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

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

**[END OF SIGNATURES]**

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

**EXHIBIT A**  
**Legal Description**

The Westerly One-Hundred and Ten Feet (110') of the East Half of the West Half of the Southwest Quarter of the Southeast Quarter (E 1/2 of W 1/2 of SW 1/4 of SE 1/4), lying Northerly of the Southerly Six-Hundred and Fifty Feet (650') thereof, and the West Half of the West Half of the Southwest Quarter of the Southeast Quarter (W 1/2 of W 1/2 of SW 1/4 of SE 1/4), lying Northerly of the Southerly Six Hundred and Fifty Feet (650'), thereof, all in Section Twenty-Four (24), Township Fifty (50) North, Range Fifteen (15) West, according to the United States Government Survey thereof, St. Louis County, Minnesota.

Abstract Property.

**PID NO. 395-0010-06891**

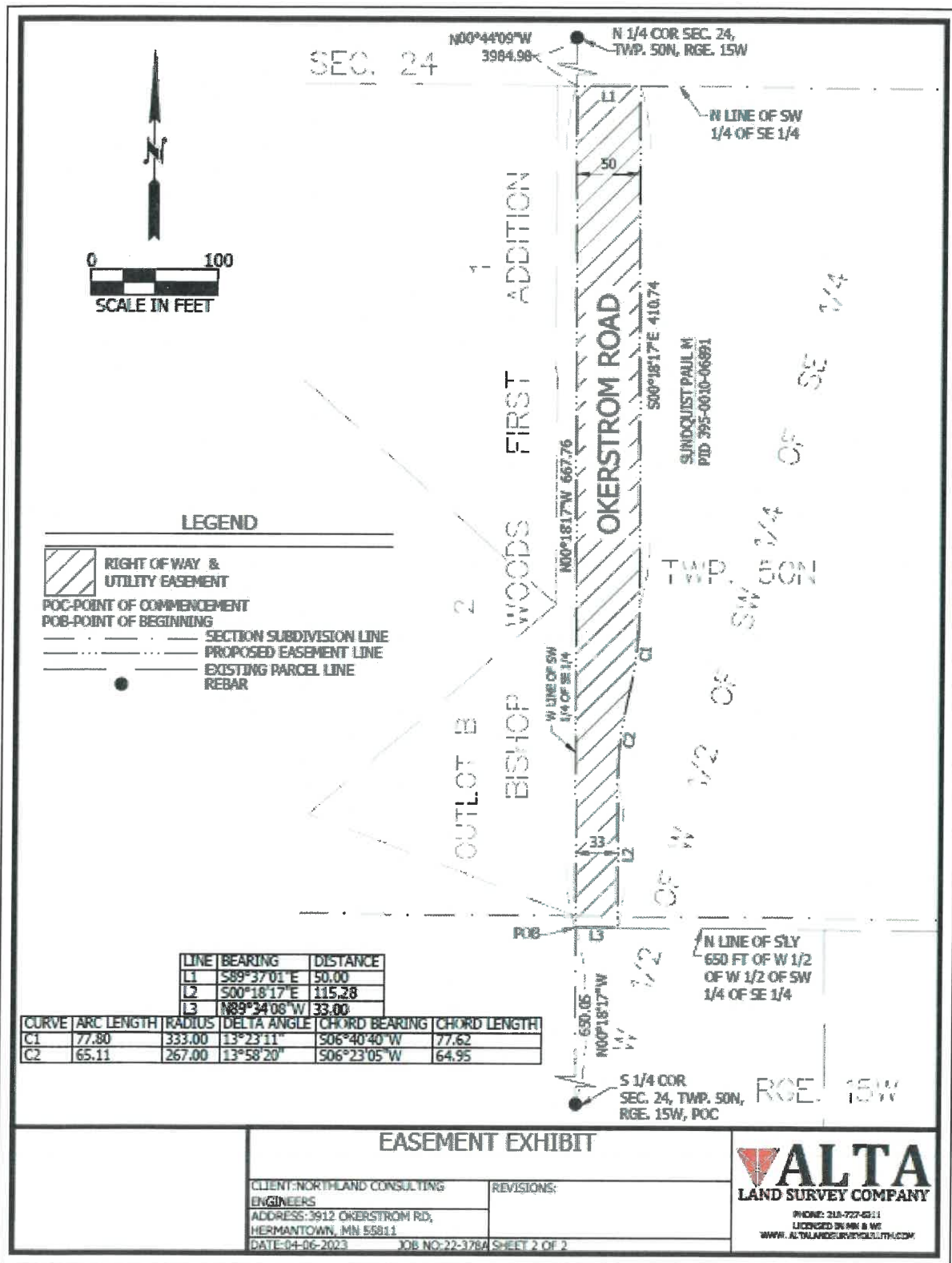
**EXHIBIT B**  
**Easement Description**

All the part of the West Half of the West Half of the Southwest Quarter of the Southeast Quarter of Section 24, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota, lying North of the Southerly 650 feet thereof, described as follows:

Commencing at the South Quarter corner of said Section 24; thence on an assumed bearing of North 00 degrees 18 minutes 17 seconds West, along the West line of the Southwest Quarter of the Southeast Quarter of said Section 24 for a distance of 650.05 feet to the North line of the Southerly 650 feet of said Southwest Quarter of the Southeast Quarter, said point being the point of beginning of the easement herein described; thence continue North 00 degrees 18 minutes 17 seconds West, along the West line of said Southwest Quarter of the Southeast Quarter 667.76 feet to the North line of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 37 minutes 01 seconds East, along said North line 50.00 feet to a line parallel with and distant 50.00 feet East of the West line of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 18 minutes 17 seconds East, along said parallel line 410.74 feet; thence Southwesterly 77.80 feet, along a non-tangential curve, concave to the West, said curve having a radius 333.00 feet and a delta angle of 13 degrees 23 minutes 11 seconds, the chord of said curve South 06 degrees 40 minutes 40 seconds West for a chord distance of 77.62 feet; thence Southerly 65.11 feet, along a non-tangential curve, concave to the East, said curve having a radius of 267.00 feet and a delta angle of 13 degrees 58 minutes 20 seconds, the chord of said curve bears South 06 degrees 23 minutes 05 seconds West for a chord distance of 64.95 feet to a line parallel with and distant 33.00 feet East of the West line of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 18 minutes 17 seconds East 115.28 feet to the North line of the Southerly 650 feet of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 34 minutes 08 seconds West, along said North line 33.00 feet to the point of beginning.

Said right of way & utility easement contains 30,243 square feet or 0.69 acres.

### EXHIBIT C Easement Depiction



**Resolution No. 2023-73**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AN ACCEPTANCE OF EASEMENT AGREEMENT TO THE CITY OF HERMANTOWN FROM DAVID A. AND ELIZABETH F. PAULSON FOR THE OKERSTROM SEWER AND ROAD IMPROVEMENT**

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

WHEREAS, the City needs to obtain an easement (“Easements”) from David A. and Elizabeth F. Paulson to construct the Project and David A. and Elizabeth F. Paulson have executed and delivered the required Easement to the City; and

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

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

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

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

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

Councilors \_\_\_\_\_, aye

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted June 5, 2023.

**EXHIBIT A**



(Top 3 inches reserved for recording data)

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## EASEMENT AGREEMENT

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between **David A. Paulson** and **Elizabeth F. Paulson**, married to each other, (collectively referred to as "Grantor") and the **City of Hermantown**, a Minnesota statutory city ("Grantee") in response to the following situation:

- A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally on Exhibit A attached hereto (the "Property").
- B. Grantee desires to construct improvements to the roadbed and utilities ("Project").
- C. Grantor has agreed to provide a permanent easement ("Easement") for public purposes on the Property, within the Easement area legally described on Exhibit B attached hereto and depicted on Exhibit C attached hereto.

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

1. The Recitals are included as a part hereof.
2. Grantor grants Grantee the Easement for public purposes, including, but not limited to, a public roadway and public utilities, under, and across the property owned by Grantor, with said Easement being generally shown on the drawing attached hereto as Exhibit C together with the right to enter upon and occupy so much of such property as may be necessary in constructing, repairing or otherwise maintaining any public roadway and public utilities located thereon.
3. Grantee shall have the right to assign or encumber the Easement in whole or in part and as to all or any portion of the rights accruing hereunder, subject always to the terms of this Agreement.
4. It is understood that the right, privilege and easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

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

**GRANTOR:**

*David A. Paulson*

**David A. Paulson**

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this 1 day of June, 2023 by David A. Paulson, married to Elizabeth F. Paulson.

(Stamp)



*Mary A. Melde*  
(signature of notarial officer)  
Title (and Rank): Notary Public  
My commission expires: 1/31/2025  
(month/day/year)

**[SIGNATURES CONTINUE ON NEXT PAGE]**

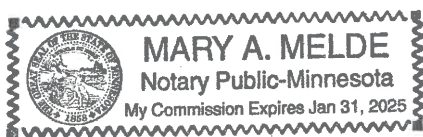
GRANTOR:

*Elizabeth Paulson*  
Elizabeth F. Paulson

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on this 1 day of June, 2023 by Elizabeth F. Paulson, married to David A. Paulson.

(Stamp)



*Mary A. Melde*  
(signature of notarial officer)  
Title (and Rank): Notary Public  
My commission expires: 1/31/2025  
(month/day/year)

[ACCEPTANCE APPEARS ON NEXT PAGE]

**ACCEPTANCE**

The City of Hermantown hereby accepts the foregoing easement.

Dated: \_\_\_\_\_

**GRANTEE:**

**City of Hermantown**

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

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

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Wayne Boucher and \_\_\_\_\_, the Mayor and City Clerk, respectively, of the City of Hermantown and on behalf of the City of Hermantown.

(Stamp)

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

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

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

**[END OF SIGNATURES]**

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

**EXHIBIT A**  
**Legal Description**

The Easterly one hundred feet (E'ly 100') of the Westerly one thousand feet (W'ly 1000') of the South one-half (S 1/2) of Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of Section 24, Township 50 North, Range 15 West.

AND

The South one-half (S 1/2) of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) except the Westerly one thousand feet (W'ly 1000') of Section 24, Township 50 North, Range 15 West. St. Louis County, Minnesota.

Abstract property.

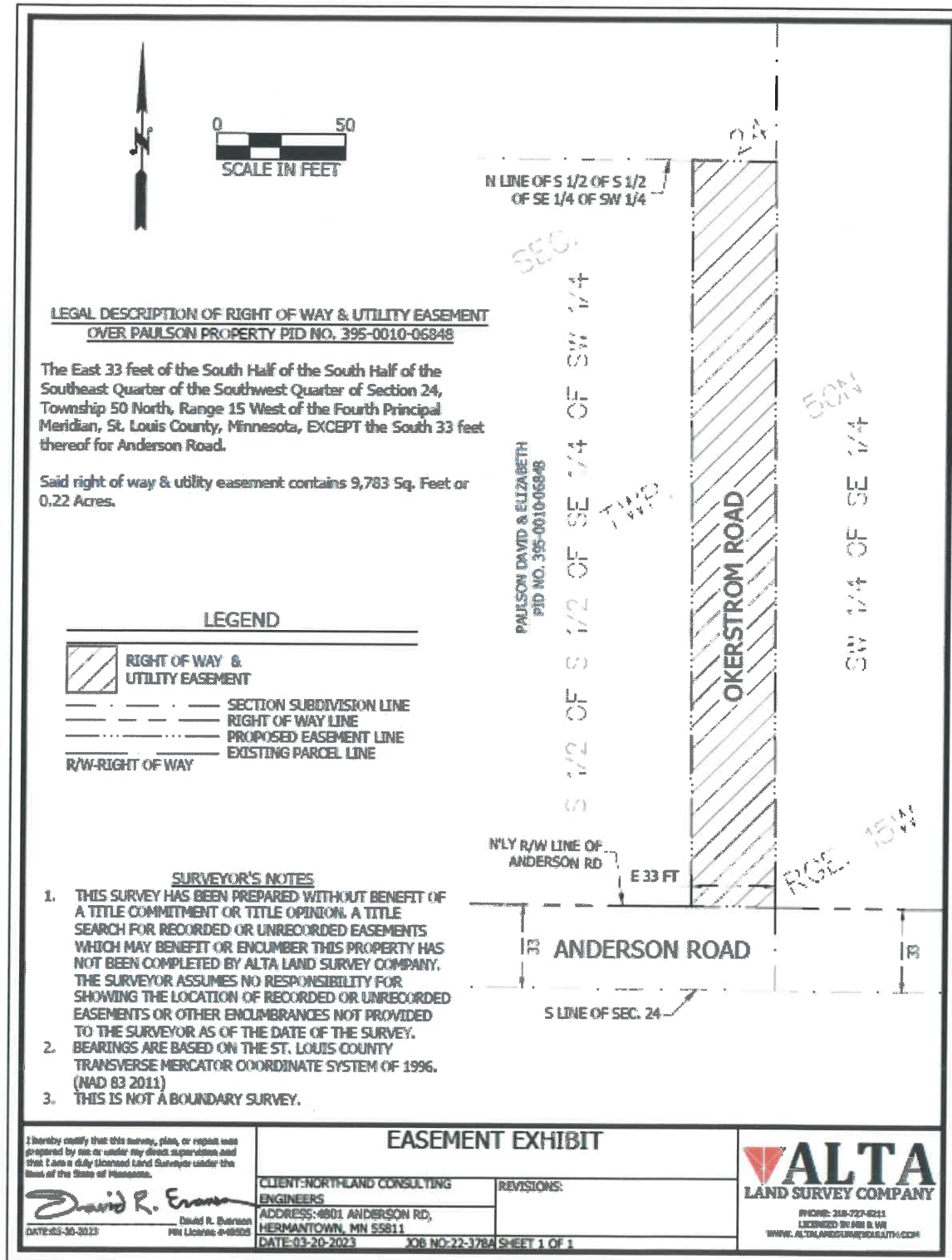
**PID NO. 395-0010-06848**

**EXHIBIT B**  
**Easement Description**

The East 33 feet of the South Half of the South Half of the Southeast Quarter of the Southwest Quarter of Section 24, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota, EXCEPT the South 33 feet thereof for Anderson Road.

Said right of way & utility easement contains 9,783 Sq. Feet or 0.22 Acres.

### EXHIBIT C Easement Depiction



(Top 3 inches reserved for recording data)

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## CONSENT AND SUBORDINATION

Dated: \_\_\_\_\_

The undersigned Mortgagee of the property described in Exhibit A attached hereto by and pursuant to that certain Mortgage ("Mortgage") made by **U.S. Bank National Association ND** as Lender, to **David A. Paulson** and **Elizabeth F. Paulson**, married to each other, as Mortgagor, dated April 11, 2011 and filed for record with the St. Louis County Recorder's Office on May 3, 2011 as Document No. 1160338 in the original principal amount of \$99,115.00 hereby consents to the grant of an Easement Agreement ("Easement") to the City of Hermantown over and across the property described on Exhibit A attached hereto with such Easement being as shown on Exhibit B attached hereto. The undersigned does hereby further subordinate the lien of its Mortgage to such Easement granted and conveyed to the City of Hermantown.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**U.S. Bank National Association ND**

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

[ACKNOWLEDGMENT APPEARS ON NEXT PAGE]



STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_, on behalf of said U.S. Bank National Association ND, a lending institution.

(Stamp)

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

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

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

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

**EXHIBIT A**  
**Legal Description**

The Easterly one hundred feet (E'ly 100') of the Westerly one thousand feet (W'ly 1000') of the South one-half (S 1/2) of Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of Section 24, Township 50 North, Range 15 West.

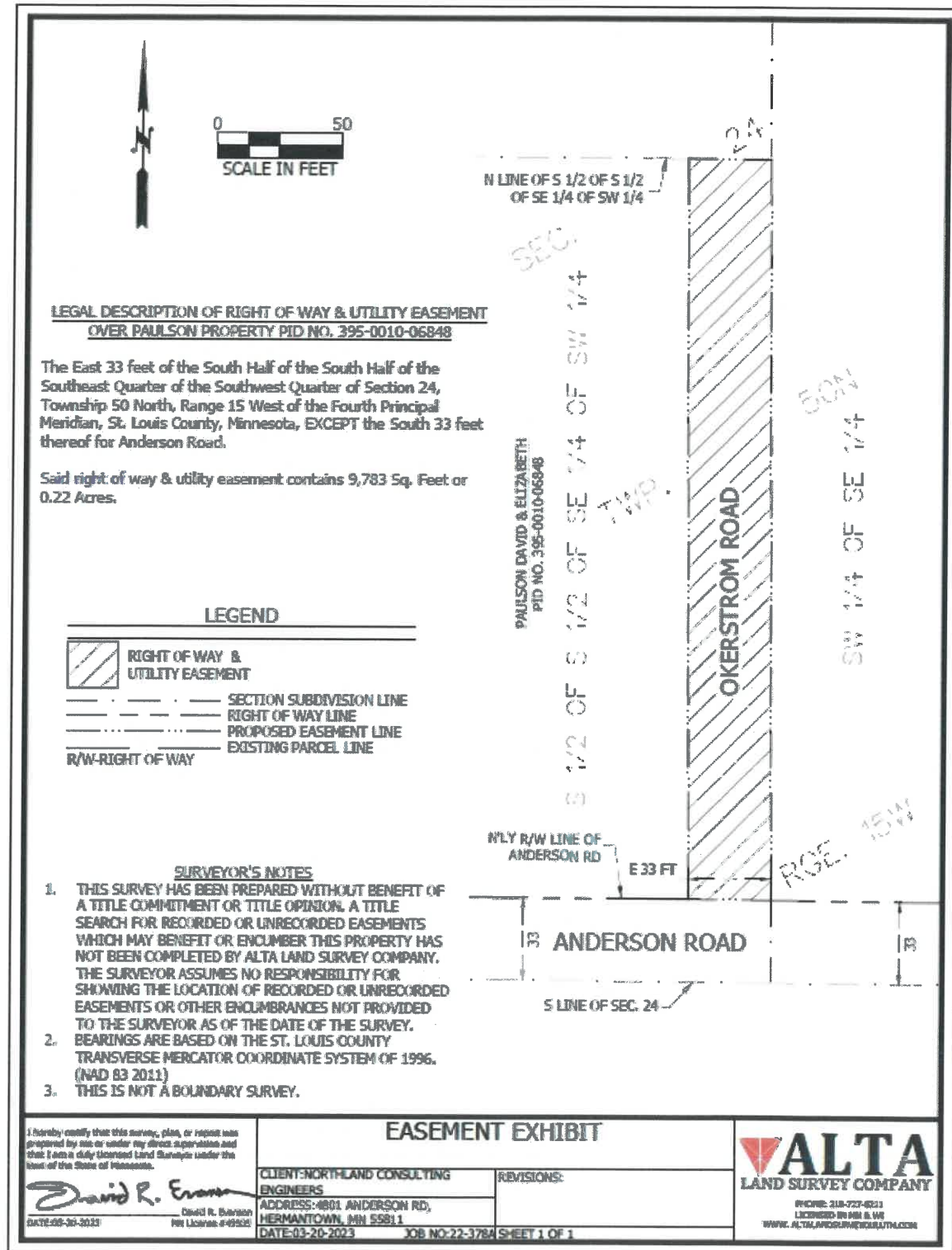
AND

The South one-half (S 1/2) of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) except the Westerly one thousand feet (W'ly 1000') of Section 24, Township 50 North, Range 15 West. St. Louis County, Minnesota.

Abstract property.

**PID NO. 395-0010-06848**

### EXHIBIT B Easement Depiction



**Resolution No. 2023-74**

**RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AN ACCEPTANCE OF EASEMENT AGREEMENT TO THE CITY OF HERMANTOWN FROM MCNUTT REAL ESTATE HOLDINGS II LLC FOR THE HERMANTOWN MARKETPLACE ROAD IMPROVEMENT PROJECT**

WHEREAS, the City of Hermantown (“City”) desires to improve the roads in the Hermantown Marketplace in the City of Hermantown (“Project”); and

WHEREAS, the City needs to obtain an easement (“Easements”) from the McNutt Real Estate Holdings II, LLC to construct the Project and the McNutt Real Estate Holdings II, LLC have executed and delivered the required Easement to the City; and

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

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

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

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

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

Councilors \_\_\_\_\_, aye

And the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted June 5, 2023.

**EXHIBIT A**

2 curb cuts on Lindgen  
1 on Richard for this  
Parcel.

\$ 2000. Permanent taking of  
600 sq'

**PERMANENT EASEMENT AGREEMENT  
AND TEMPORARY EASEMENT AGREEMENT**

[TOP THREE INCHES RESERVED FOR RECORDING DATA]

THIS INDENTURE is made and entered into this 1st day of June, 2023, between **McNutt Real Estate Holdings II, LLC**, a Minnesota limited liability company, hereinafter called "Grantor" and **City of Hermantown**, a Minnesota municipal corporation, hereinafter called "Grantee" in response to the following situation:

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

B. Grantee desires to construct a roadway improvement on the Property ("Project").

C. Grantor has agreed to provide a permanent easement ("Permanent Easement") for public purposes, including, but not limited to, the construction and maintenance of a roadway and public utilities or other public improvements, over, under, and across the property owned by Grantor, within the Permanent Easement Area identified on the legal description for the Permanent Easement and legally described and depicted on Exhibit B attached hereto.

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

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

1. The Recitals are included as a part hereof.

2. Grantor grants Grantee the Permanent Easement to construct and maintain a roadway on, over and across the Permanent Easement area, together with the right to locate the Permanent Easement area by surveying and the placement of appropriate markers, if necessary, the right to enter upon and occupy as much of the Permanent Easement area as may be necessary to construct any roadway thereon, including any required slope and fill, and the right to remove any and all trees and shrubs and herbage thereon and the right to clear and keep the Permanent Easement area cleared so as to allow Grantee to have access to the public improvements.

3. Grantor grants the Temporary Easement to Grantee, its agents and employees, with necessary equipment, to enter upon and have access to the Temporary Easement areas for the purpose of construction work relating to the Project. The Temporary Easement shall expire and be of no force and effect after December 31, 2024.

4. The Permanent Easement shall be perpetual and shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

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

**[SIGNATURES APPEAR ON NEXT PAGE]**







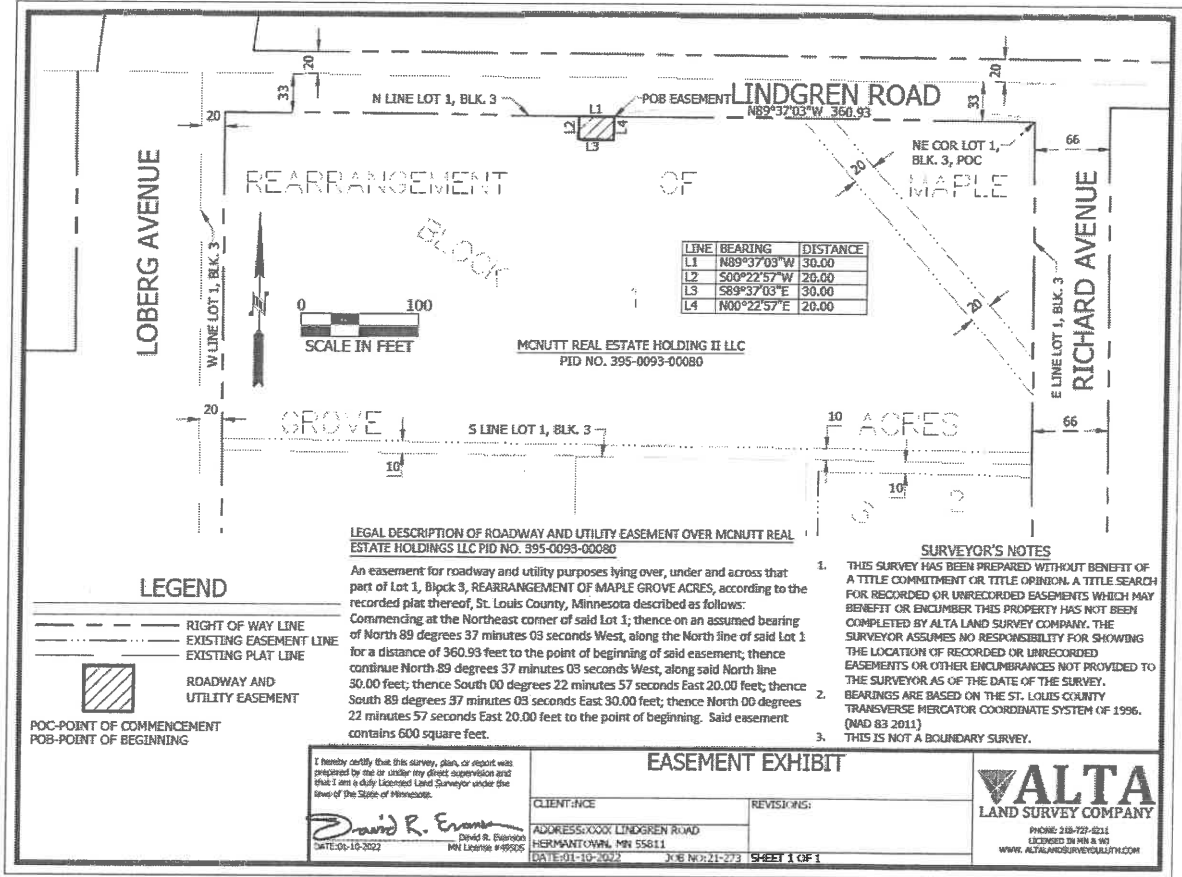
**EXHIBIT A**  
**Legal Description**

Lot 1 Block 3 REARRANGEMENT OF MAPLE GROVE ACRES

**Certificate of Title No. 353020**

**Parcel No. 395-0093-00080**

**EXHIBIT B**  
**Permanent Easement**



**LEGAL DESCRIPTION OF ROADWAY AND UTILITY EASEMENT OVER PID NO. 395-0093-00080:**

An easement for roadway and utility purposes lying over, under and across that part of Lot 1, Block 3, REARRANGEMENT OF MAPLE GROVE ACRES, according to the recorded plat thereof, St. Louis County, Minnesota described as follows:

Commencing at the Northeast corner of said Lot 1; thence on an assumed bearing of North 89 degrees 37 minutes 03 seconds West, along the North line of said Lot 1 for a distance of 360.93 feet to the point of beginning of said easement; thence continue North 89 degrees 37 minutes 03 seconds West, along said North line 30.00 feet; thence South 00 degrees 22 minutes 57 seconds East 20.00 feet; thence South 89 degrees 37 minutes 03 seconds East 30.00 feet; thence North 00 degrees 22 minutes 57 seconds East 20.00 feet to the point of beginning. Said easement contains 600 square feet.

**EXHIBIT C**  
**Temporary Easement Description**

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT OVER PID NO.  
395-0093-00080:

A temporary easement for construction purposes lying over, under and across the North 10.00 feet of the Westerly 300.90 feet of Lot 1, Block 3, REARRANGEMENT OF MAPLE GROVE ACRES, according to the recorded plat thereof, St. Louis County, Minnesota.

AND

A temporary easement for construction purposes lying over, under and across the North 10.00 feet of the Westerly 269.50 feet of the Easterly 360.90 feet of Lot 1, Block 3, REARRANGEMENT OF MAPLE GROVE ACRES, according to the recorded plat thereof, St. Louis County, Minnesota.

Said easements contain 5,704 square feet or 0.13 acres.

**EXHIBIT D**  
**Temporary Easement Depiction**

