



Heritage Preservation Commission (HPC) Meeting Agenda

Monday, March 9, 2026 – 12:00pm

City Council Chambers, Third Floor City Hall, 411 W. First Street

Call to Order/Determination of Quorum

Consideration of Minutes – February 9, 2026

Consideration of Matters Regarding Commission Action

- Chester Bowl Chalet Memorandum of Agreement

Other Business/Presentation

Communications

Report of Final Disposition on Matters Previously Before the Commission

Reports of Officers, Staff and Committees

- PC Liaison Update

Adjournment

Heritage Preservation Commission (HPC) Meeting Minutes

Monday, February 9th, 2026 @ 12:00 p.m.
Duluth City Hall Council Chambers

Call to Order and Roll Call

President Jess McCullough called to order the meeting of the city of Duluth Heritage Preservation Commission at 12:03 p.m. on Monday, February 9th, 2026, in the Duluth city hall council chambers.

Attendance

Members Present: Ken Buehler, Kathleen Cargill, Jess McCullough, and Andrea Wedul

Members Absent: John Hest and Michael Schuetze

Staff Present: Chris Lee, Jenn Moses, Tom Church, and Sam Smith

Consideration of Meeting Minutes

Heritage Preservation Commission Meeting – January 12th, 2026

MOTION/Second: Wedul/Cargill approved

VOTE: (4-0)

Consideration of Matters Regarding Commission Action

None.

Other Business/Presentations

Downtown 1st Street Discussion by City of Duluth Staff – Tom Church, Senior Housing Developer, addressed the commissioners and presented a map of the future downtown development project area boundary. The development of downtown Duluth is a priority for the administration and city staff. There are many sites, particularly along the 1st street corridor, that are historically listed, have structures that are contributing to historic districts, or have the potential to be designated as historic properties. Staff are hoping to play a proactive role in the downtown redevelopment discussion and would like to hear any other considerations from commissioners.

Church spoke about the focus area for economic development staff's EPA Brownfields redevelopment work. Staff will make an effort to prioritize the use of Brownfield funds for projects within this defined area, but they are not limited to this area. Staff are hoping to promote that there is some money available to property owners and developers if they have a site in the downtown area that needs remediation. Some priority sites include the New Garrick building, the Shoppers ramp, and the site of the former Kozy bar. He also talked about Union Gospel Mission's future plans to relocate and build a new facility on 2nd street.

Church also talked about the downtown Alternative Urban Areawide Review (AUAR) project that other planning staff are working on. The City initiated this Alternative Urban Areawide Review (AUAR) in anticipation that the downtown area could see significant infill and redevelopment within the coming years, including areas that are within the City's shoreland area and would require environmental review. The purpose of the AUAR is to help the city adequately plan for this redevelopment and provide a mitigation plan for how the city and

future developers will manage the environmental impacts, and it will also help cut down on costs and project timelines for developers.

Housing is a priority for development in the downtown area; however, it is expected that some of the future projects will be mixed use. Church encouraged commissioners to share their thoughts and considerations.

Commissioners: Commissioners asked questions about plans for the New Garrick building, timelines for development, and how areas within the boundary are being prioritized.

Staff: Church responded that there are no plans for the New Garrick building at this time, but there are some remediations to the building that need to happen first. These larger DEDA sites will likely need to go through an RFP process.

Right now, staff are working to clear a path for redevelopment to occur throughout the downtown district. Staff are somewhat bound by the term of the current comprehensive plan, but they hope that this work can be ongoing for many years to come. Development can be tricky in Duluth for many reasons, and this is an effort to remove some of those barriers. There is not a clear answer for how the non-city owned sites should be prioritized for redevelopment at this time, but staff are working to be proactive and collaborate with other city departments to help facilitate the development process in a meaningful way. Church reiterated that 1st street has a higher concentration of blighted properties, so the goal is to start addressing some of those properties while prioritizing housing. There are several other funding sources available, which include the Historic Fund and the Storefront Loan Program through the 1200 Fund, and the Housing Trust Fund. The funding sources also help to decide which properties will be redeveloped first.

Commissioners: McCullough stated that he supports prioritizing housing during a time of housing crisis in Duluth, and he noted that the HPC has seen many historic buildings demolished over the years. He asked staff how it can be ensured that the different funding sources will be used to create long-term housing and not short-term housing, such as boutique hotels. Cargill asked staff if it would be possible to set up tours of these project buildings for commissioners.

Staff: Church stated that there will be language in the development agreements that restrict certain types of uses. He added that some buildings may not be able to be saved due to poor structural integrity. Conversion projects on historic buildings can also be challenging due to modern building and fire code requirements and the additional costs that come with bringing those buildings up to code.

Church believes it would be a good idea for commissioners to tour the buildings, perhaps as a brown bag meeting. Staff will continue to provide updates on this project to the HPC as it progresses.

Communications

None.

Report of Final Disposition on Matters Previously Before the Commission

None.

Reports of Officers, Staff and Committees

Planning Commission Liaison Update – Commissioner Wedul stated that the February planning commission agenda includes two subdivision applications as well as an update from staff on the Lester Park Land Use Study.

Adjournment

Meeting adjourned at 12:36 p.m.

Respectfully,

Jenn Moses, Manager
Planning & Economic Development

40 because the existing chalet has inadequate mechanical systems, is not accessible, and does not
41 accommodate the Club's programmatic needs, and has developed this Memorandum of
42 Agreement (MOA) to resolve the adverse effect; and

43 **WHEREAS**, requirements for public involvement were completed pursuant to 36 CFR
44 800.2(d) including presentations at public meetings, posting on the City's website, and review
45 by the Duluth Heritage Preservation Commission, which unanimously approved a motion of
46 support and appreciation for the project at the September 8, 2025, meeting; and

47 **WHEREAS**, federally recognized Native American Tribes have been invited to consult on
48 the undertaking, as summarized in Attachment B, and the Fond du Lac Band of Lake Superior
49 Chippewa has requested to participate in consultation; and

50 **WHEREAS**, the Fond du Lac Band of Lake Superior Chippewa and Duluth Heritage
51 Preservation Commission have been invited to participate in the consultation and have been
52 invited to sign this MOA as Concurring Parties; and

53 **WHEREAS**, the Club has responsibilities under this MOA and is an Invited Signatory to this
54 MOA; and

55 **WHEREAS**, the City notified the Advisory Council on Historic Preservation (ACHP) of the
56 adverse effect determination with specified documentation and the intent to develop and
57 execute an MOA to resolve the adverse effect, and the ACHP through a letter dated November
58 26, 2025, has chosen not to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii);
59 and

60 **WHEREAS**, the Signatories, Invited Signatory, and Concurring Parties are all considered
61 Consulting Parties pursuant to 36 CFR 800.2(c) and their roles described herein are consistent
62 with those described in 36 CFR 800.6(c)(1), (2), and (3) respectively; and

63 **NOW, THEREFORE**, the City and MnSHPO agree that the Project shall be implemented in
64 accordance with the following stipulations in order to resolve the adverse effect of the Project
65 on historic properties.

66 **STIPULATIONS**

67 The City, with the assistance of the Club, shall ensure that the following measures are carried
68 out:

69 **I. MITIGATION MEASURES**

70 A. The Club, in consultation with the City and MnSHPO, shall prepare and install a public
71 interpretive display within the new chalet on the history and significance of Chester Park
72 and the Thom Storm Chalet's role within the park development. The interpretive display
73 shall be informed by the National Association for Interpretation's Standards and Practices
74 for Interpretive Planning. The team preparing the content and location of the interpretive
75 display shall include a qualified historian and/or architectural historian who meets the
76 Secretary of the Interior's (SOI) *Professional Qualification Standards* (48 FR §§ 44738-

77 44739) for history and/or architectural history.

78 1. Within six (6) months of the execution of this MOA, the Club, in consultation
79 with the City, shall prepare a draft plan for the interpretive display that describes
80 the themes for interpretation, physical objects and/or images that complement the
81 display, and draft text and graphics that will be included in the display.

82 2. Within seven (7) months of the execution of this MOA, the Club shall hold a
83 meeting with the Consulting Parties to provide an overview of the draft plan for
84 the interpretive display and receive input. Following the consultation meeting, the
85 Club may revise the draft plan.

86 3. Within two (2) months following the consultation meeting, the Club shall
87 distribute the draft plan for the interpretive display to the Consulting Parties for a
88 thirty (30) calendar day review and comment period. Following receipt of, and in
89 response to, comments from the Consulting Parties, the Club may revise the draft
90 plan for the interpretive display. If the Club chooses not to incorporate a
91 recommended modification made in writing by the Consulting Parties, then the
92 Club shall provide a written explanation to the Consulting Parties and consult, as
93 appropriate, to seek resolution.

94 4. Within four (4) months following the consultation meeting, the Club shall
95 distribute the revised plan for the interpretive display to the Consulting Parties for
96 review and comment. The MnSHPO may disagree with the revised plan for the
97 interpretive display in writing to the Club. Upon receiving such comments, the
98 Club shall consult with the MnSHPO, the City, and other Consulting Parties, as
99 appropriate, to seek resolution in accordance with **Stipulation IV** of this MOA.

100 5. Upon conclusion of the review process, or dispute resolution if applicable, the
101 Club shall distribute the approved final plan for the interpretive display to all
102 Consulting Parties.

103 6. Within one (1) year after the Club distributes the final plan for the interpretive
104 display, the Club shall complete its installation. The Club shall notify all parties to
105 this MOA in writing upon completion of the installation. This notification shall
106 constitute fulfillment of **Stipulation I**.

107 **II. PROJECT DESIGN**

108 A. The Project plans (drawings, specifications, special provisions, appendices, etc.),
109 including plans for temporary construction-related work, shall effectively meet the
110 Project purpose and be designed consistent with the SOI *Standards for the Treatment of*
111 *Historic Properties* (36 CFR Part 68) and associated *Guidelines for the Rehabilitation of*
112 *Historic Buildings and Cultural Landscapes* (SOI Standards and Guidelines) in an effort
113 to avoid and minimize additional adverse effects to historic properties.

114 **III. INADVERTENT DISCOVERIES**

115 A. If previously unidentified historic properties, including archaeological sites, or
116 unanticipated effects to historic properties are discovered during Project activities and
117 reported to the City, the City shall immediately halt all Project activities within a one
118 hundred (100) foot radius of the discovery, notify the MnSHPO and the Club of the
119 discovery, and implement interim measures to protect the discovery from looting and
120 vandalism.

121 1. The City shall include in construction contracts a requirement for the
122 Construction Contractor(s) to immediately notify the City of any discovery of this
123 type and implement interim measures to protect the discovery from damage,
124 looting, and vandalism. Measures may include, but are not limited to, protective
125 fencing, covering of the discovery with appropriate materials, and/or posting of
126 security personnel. The Contractor shall provide access to Consulting Parties and
127 law enforcement to the site and shall not resume work within the area until
128 notified by the City.

129 B. Immediately upon receipt of the notification required under Subparagraph A above, the
130 City will inspect the construction site to determine the extent of the discovery and ensure
131 that construction activities have halted, clearly mark the area of discovery, and implement
132 additional measures, as appropriate, to protect the discovery from looting and vandalism,
133 and notify the MnSHPO, the Club, and the Fond Du Lac Band of Lake Superior Tribal
134 Historic Preservation Officer (THPO).

135 C. The City, in consultation with the MnSHPO, the Club, and the Fond du Lac THPO, will
136 design a plan for avoiding, minimizing, or mitigating any further adverse effects prior to
137 resuming Project activities in the area of the discovery, if the discovery is determined to
138 be a historic property.

139 D. If any suspected human remains are encountered, the City shall also follow the
140 requirements of Minnesota Statute § 307.08 and immediately notify local law
141 enforcement and the Office of the State Archaeologist (OSA), the lead state agency for
142 authentication of burial sites on non-federal and non-tribal lands.

143 IV. DISPUTE RESOLUTION

144 A. Should any Consulting Party to this MOA object at any time to any actions proposed or
145 the manner in which the terms of this MOA are implemented, the City and Club will
146 consult with such entity, through the point of contact designated in **Stipulation VI** to
147 resolve the objection. If the City and Club determine that such objection cannot be
148 resolved, the City will:

149 1. Forward all documentation relevant to the dispute, including the City's proposed
150 resolution, to the ACHP. The ACHP will provide the City with its advice on the
151 resolution of the objection within thirty (30) days of receiving adequate
152 documentation. Prior to reaching a final decision on the dispute, the City will
153 prepare a written response that takes into account any timely advice or comments
154 regarding the dispute from the ACHP, Signatories, and Concurring Parties, and

155 provide all Consulting Parties with a copy of this written response. The City will
156 then proceed according to its final decision.

157 2. If the ACHP does not provide its advice regarding the dispute within thirty (30)
158 days, the City may make a final decision on the dispute and proceed accordingly.
159 Prior to reaching a final decision on the dispute, the City will prepare a written
160 response that takes into account any timely advice or comments regarding the
161 dispute from the Signatories and Concurring Parties, and provide all Consulting
162 Parties and the ACHP with a copy of such written response.

163 B. The City's responsibility to carry out all other actions subject to the terms of this MOA
164 that are not the subject of the dispute remain unchanged.

165 V. DURATION, AMENDMENTS, AND TERMINATION

166 A. This MOA will automatically terminate if its terms are not carried out within five (5)
167 years from the date of its execution. Prior to such time, the City and Club may consult
168 with the MnSHPO to amend it in accordance with Subparagraph B below.

169 B. This MOA may be amended when such an amendment is agreed to in writing by all
170 Signatories and the Invited Signatory. The amendment will be effective on the date a
171 copy signed by all of the Signatories and the Invited Signatory is filed with the ACHP.

172 C. If any Signatory or Invited Signatory to this MOA determines that its terms will not or
173 cannot be carried out, that party shall immediately consult with the other Signatories and
174 Invited Signatory to attempt to develop an amendment per Subparagraph B above. If
175 within sixty (60) calendar days an amendment cannot be reached, any Signatory or
176 Invited Signatory may terminate the MOA upon written notification to the other
177 Consulting Parties.

178 D. Once the MOA is terminated, and prior to work continuing on the undertaking, the City
179 must either (a) execute an MOA pursuant to 36 CFR 800.6 or (b) request, take into
180 account, and respond to the comments of the ACHP under 36 CFR 800.7. The City shall
181 notify the parties to this MOA as to the course of action they will pursue.

182 VI. COMMUNICATION

183 Electronic mail (email) will serve as the official method of correspondence for all
184 communications regarding this MOA between the Signatories, Invited Signatory, and
185 Concurring Parties. See **Attachment C** for a list of contacts and email addresses, which
186 may be updated as needed, without an amendment to this MOA. It is the responsibility of
187 each Signatory, Invited Signatory, and Concurring Party to immediately inform the City
188 of any change in name, address, email address, or phone number of any point of contact.
189 The City will forward this information to the Signatories, Invited Signatory, and
190 Concurring Parties by email. The City and MnSHPO will maintain a physical copy of this
191 MOA along with a physical copy of any amendments or changes.

192 **VII. EXECUTION**

- 193 A. This MOA may be executed in counterparts, with a separate page for each Consulting
194 Party. This MOA shall become effective on the date of the final signature by the
195 Signatories. The City shall ensure each party is provided with a complete copy of the
196 final, executed MOA, updates to appendices, and any amendments. The City shall ensure
197 that the final MOA, updates to appendices, and any amendments are filed with the
198 ACHP.
- 199 B. Execution of this MOA by the City and MnSHPO, and implementation of its terms is
200 evidence that the City has taken into account the effects of its undertaking on historic
201 properties and has afforded the ACHP opportunity to comment pursuant to Section 106
202 of the National Historic Preservation Act.

DRAFT

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DULUTH
AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE,
REGARDING
THE CHESTER BOWL CHALET DEMOLITION AND REPLACEMENT,
DULUTH, SAINT LOUIS COUNTY, MINNESOTA**

SIGNATORY

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date _____
Amy Spong, State Historic Preservation Officer
Authorized Representative

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DULUTH
AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE,
REGARDING
THE CHESTER BOWL CHALET DEMOLITION AND REPLACEMENT,
DULUTH, SAINT LOUIS COUNTY, MINNESOTA**

SIGNATORY

CITY OF DULUTH

By _____ Date _____

Mayor

Attest _____ Date _____

City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DULUTH
AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE,
REGARDING
THE CHESTER BOWL CHALET DEMOLITION AND REPLACEMENT,
DULUTH, SAINT LOUIS COUNTY, MINNESOTA**

INVITED SIGNATORY

CHESTER BOWL IMPROVEMENT CLUB

By: _____ Date _____
Dave Schaeffer, Executive Director
Authorized Representative

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DULUTH
AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE,
REGARDING
THE CHESTER BOWL CHALET DEMOLITION AND REPLACEMENT,
DULUTH, SAINT LOUIS COUNTY, MINNESOTA**

CONCURRING

FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA

By: _____ Date _____
Evan J. Schroder, Tribal Historic Preservation Officer
Authorized Representative

DRAFT

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DULUTH
AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE,
REGARDING
THE CHESTER BOWL CHALET DEMOLITION AND REPLACEMENT,
DULUTH, SAINT LOUIS COUNTY, MINNESOTA**

CONCURRING

DULUTH HERITAGE PRESERVATION COMMISSION

By: _____ Date _____
Jenn Moses, Liaison to the Heritage Preservation Commission
Authorized Representative

ATTACHMENT A: AREA OF POTENTIAL EFFECT



**ATTACHMENT B: FEDERALLY RECOGNIZED NATIVE AMERICAN TRIBES
INVITED TO CONSULT ON THE UNDERTAKING**

1. Apache Tribe of Oklahoma
2. Bad River Band of Lake Superior Tribe of Chippewa
3. Bois Forte Band (Nett Lake) of the Minnesota Chippewa Tribe
4. Cheyenne and Arapaho Tribes, Oklahoma
5. Fond du Lac Band of Lake Superior Chippewa
6. Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
7. Fort Peck Assiniboine and Sioux Tribes
8. Grand Portage Band of the Minnesota Chippewa Tribe
9. Keweenaw Bay Indian Community
10. Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin
11. Lac Vieux Desert Band of the Lake Superior Chippewa Indians
12. Menominee Indian Tribe of Wisconsin
13. Mille Lacs Band of the Minnesota Chippewa Tribe
14. Upper Sioux Community, Minnesota
15. White Earth Band of the Minnesota Chippewa Tribe

ATTACHMENT C: LIST OF CONTACTS (February 2026)

| Agency | Point of Contact | Email |
|--|--|--|
| City of Duluth | Katie Bennett, Project Manager | KBennett@DuluthMN.gov |
| Minnesota State Historic Preservation Office | Leslie Coburn, Environmental Review Specialist | Leslie.Coburn@State.MN.US |
| | Amy Spong, SHPO | Amy.Spong@State.MN.US |
| Chester Bowl Improvement Club | Dave Schaeffer, Executive Director | Dave@ChesterBowl.org |
| Fond du Lac Band of Lake Superior Chippewa | Evan J. Schroder, THPO | EvanSchroeder@FDLBand.org |
| Duluth Heritage Preservation Commission | Jenn Moses, Liaison | JMoses@DuluthMN.gov |

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