

**CITY OF HERMANTOWN
AGENDA**

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

**City Council Meeting Monday, August 4, 2025 at 6:30 pm
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.

A. Public Hearing regarding a proposed and amended HEDA Enabling Resolution

A. **2025-128 Amended And Restated Resolution Establishing The Hermantown Economic Development Authority**

(motion, roll call)

6. COMMUNICATIONS

A. Correspondence 25-108 through 25-112 placed on file

7. PRESENTATIONS

A. **2nd Quarter Financials**

Kevin Orme, Director of Finance & Administration

(Pre-Agenda Only)

B. **CRI Sales Tax Update**

John Mulder, City Administrator

(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

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 July 21, 2025 City Council Continuation Minutes
- B. **Accounts Payable** - Approve general city warrants from July 16, 2025 through July 31, 2025 in the amount of \$2,642,234.05

11. ORDINANCES

- A. **2025-14 An Ordinance Amending Chapter 10, Housing And Buildings of The Hermantown City Code**

(second reading)
(motion, roll call)

- B. **2025-15 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (4798 Miller Trunk Highway)**

(second reading)
(motion, roll call)

- C. **2025-16 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (4798 Miller Trunk Highway)**

(second reading)
(motion, roll call)

12. RESOLUTIONS

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

- A. **2025-122 Resolution Approving Change Order Numbers 30 & 31 (KA Change Order #9) For The NorthStar Ford Arena In The Amount Of \$37,367.69**

(motion, roll call)

- B. **2025-123 Resolution Approving Pay Request Number 14 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$1,347,823.33**

(motion, roll call)

- C. **2025-124 Resolution Approving Change Order No. 11 And Final Pay Request To Kaski, Inc. For Fichtner Park Improvements Project In The Amount Of**

\$230,341.69

(motion, roll call)

- D. **2025-125 Resolution Approving Final Pay Request To Northland Constructors For Road Improvement District 541 And 542 Project In The Amount Of \$248,364.47**

(motion, roll call)

- E. **2025-126 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Development Agreement With KTJ 360, LLC For The Cottages Of Hermantown**

(motion, roll call)

- F. **2025-127 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Shoreland Overlay Area**

(motion, roll call)

- G. **2025-129 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Purchase Agreement With Jay B. Willman And Vickie L. Willman**

(motion, roll call)

13. CLOSED SESSION

14. RECESS

(motion, roll call)

CITY COUNCIL MEETING DATE: August 4th, 2025

TO: Mayor & City Council

FROM: Chad Ronchetti, Economic Development Director

SUBJECT: Amended Enabling Resolution for Economic Development Authority

☒ **RESOLUTION:** 2025-128 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve an amendment to the Economic Development Enabling Resolution

BACKGROUND

The Hermantown Economic Development Authority (HEDA) is required to submit a report to City Council annually on whether and how the Enabling Resolution of HEDA should be modified. Upon receipt, City Council is to consider the recommendations of HEDA and make any modifications it considers appropriate.

Over the course of 2025, the Board has been discussing and considering potential changes to the make-up of the Board, the ability of the Board to hire an Executive Director, and some clarifications to the wording of the resolution as it relates to HEDA as an entity vs. the Board taking actions.

The attached report summarizes the proposed changes to Enabling Resolution. This report was approved for submission to City Council at the July 25th, 2025 meeting. The attached resolution addresses the changes recommended to Council by the Board. Key changes include:

- Modify the language of the resolution to provide clarity in terms (e.g. the Board acts, and HEDA is the entity).
- Remove the two-year reappointment restriction in order to align with best practice. State statute does not require any restrictions on terms.
- Modify the composition of the authority to be two members of the city council, given the growth of Hermantown's population since HEDA's establishment, in order to align with best practices and other regional authorities, and provide more opportunity for a variety of industry representation.
- Allow the Board to employ an Executive Director. HEDA will amend their bylaws to select the City's Economic Development Director to be the Executive Director and act as the chief appointed executive officer of HEDA.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution
HEDA Report to Council on the Enabling Resolution

Resolution No. 2025-128

Amended And Restated Resolution Establishing The Hermantown Economic Development Authority

WHEREAS, Minnesota Statutes, Sections 469.090 to 469.108 (the “EDA Act”), authorizes cities to establish Economic Development Authorities (“EDA”) with specified powers and obligations to promote and to provide incentives for economic development; and

WHEREAS, the Hermantown City Council (“City Council”), by Resolution No. 92-29, established the Hermantown Economic Development Authority; and

WHEREAS, Resolution No. 92-29 has been amended by Resolution No. 92-46 and Resolution No. 93-51; and

WHEREAS, Resolution Nos. 92-29, 92-46 and 93-51 are hereinafter referred to as the “Initial Enabling Resolution”; and

WHEREAS, the “Initial Enabling Resolution” has been amended by Resolution No. 2017-69; and

WHEREAS, Resolution Nos. 92-29, 92-46, 93-51 and 2017-69 are hereinafter referred to as the “2017 HEDA Enabling Resolution”; and

WHEREAS, the City Council desires to make certain amendments to the 2017 HEDA Enabling Resolution and to amend and restate the 2017 HEDA Enabling Resolution by this Resolution; and

WHEREAS, the City Council has determined that it is in the-best interest of the City of Hermantown, Minnesota (the “City”) to continue HEDA in order to preserve and create jobs, enhance its tax base, assist certain housing initiatives, promote the general welfare of the people of the city and to assume primary responsibility for development activities within the City; and

WHEREAS, the City Council provided public notice by publication and conducted a public hearing on August 4, 2025 concerning the adoption of this Resolution and has fulfilled all other legal requirements for the continuation of HEDA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HERMANTOWN THAT THE 2017 HEDA ENABLING RESOLUTION IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY TO READ AS FOLLOWS:

1. The Hermantown Economic Development Authority (“HEDA”) is hereby continued pursuant to Minnesota Statutes Sections 469.091, subdivision 1, and Section 469.093, subdivisions 1 and 2.

2. HEDA shall have all of the powers, rights, duties and obligations conferred on economic development authorities by Section 469.090 to 469.1081 of the Minnesota Statutes, including the powers of a city granted by Minnesota Statutes, Sections 469.124 to 469.134 and the powers of housing and redevelopment authorities granted by Minnesota statutes, Sections 469.001 to 469.047.

3. Notwithstanding the provisions of Section 2 above, the grant of powers contained in said section shall not be deemed to affect the authority of the City or any housing and redevelopment authority hereinafter created, in and for the City to exercise the development powers authorized to or exercised by said bodies under Minnesota statutes.

4. HEDA shall be governed by a Board of Commissioners (“Board”) comprised of seven (7) members (“Commissioners”), two (2) of whom shall be members of the City Council. All members shall be appointed by the Mayor and approved by a majority vote of the City Council. The appointment of the Council Commissioners shall expire with their terms of office as members of the Council and a vacancy shall be created. The term of the appointments of the non-council Commissioners shall be governed by Minnesota Statutes, Section 469.095, subdivision 2(c). Except for the Mayor or a member of the City Council, no person shall serve as a Commissioner while such person holds an elected office or is a member of any of the following entities: City Planning and Zoning Commission, Utility Commission, Parks Board, or Board of Appeals.

5. In accordance with Minnesota Statutes Section 469.100, subdivision 2, the Board shall annually submit its budget to the City Council for approval by the City Council. In addition, upon submittal of its proposed annual budget to the City Council, the Board shall provide the City Council an accounting of its receipts and expenditures as required by Minnesota Statutes Section 469.100, subdivision 4.

6. The Board may employ an Executive Director.

7. The City shall provide such staff to the HEDA as the Board may request who, when acting in such capacity, shall report to the Executive Director; provided that the City may require reasonable reimbursement of the City by HEDA for costs associated with the provision of such staff; and provided further that nothing in this Section shall preclude the Board from hiring such personnel or third-party contractors as the Board may from time to time determine.

8. Each year, the Board will consider and approve for submission to the Council a report regarding modification of this Resolution as provided in Section Minnesota Statutes 469.093, subdivision 2.

9. All financial books, records, accounts and reports of HEDA shall be prepared, presented and retained by the Chief Financial Officer of the City, which office shall have the responsibility for administering the finances of HEDA as he/she does the finances of the City; provided that City may require reasonable reimbursement by the Board to the City for costs associated with the provision of such financial services.

10. City officials and staff are hereby authorized and directed to execute such assignments, requisitions, directives and agreements as may be necessary and appropriate to carry out the terms, conditions and intentions of this Resolution.

11. Each Commissioner shall be paid for attending regular and special meetings and reimbursed for expenses in accordance with the provisions of Minnesota Statute 469.095, subdivision 4, and as the same be made from time to time amended.

12. The Board may request the City Council levy a tax in the City for the benefit of HEDA as specifically set forth in Minnesota Statutes Section 469.107.

13. Nothing shall prevent the City Council from modifying this Resolution to impose, restrict or expand limits on the powers of HEDA or provide for other matters as authorized by law.

14. HEDA shall not exercise the power of eminent domain without the prior approval of the City Council.

15. This Resolution shall be referred to as the 2025 HEDA Enabling Resolution.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted on August 4, 2025.

2025 Report to City Council on the HEDA Enabling Resolution

Modification of Enabling Resolution:

Per Enabling Resolution:

- Annually, HEDA required to consider and approve for submission to the Council a report regarding modification of the Enabling Resolution

Per Bylaws:

- Each year *at the annual meeting* HEDA shall consider and approve for submission to the City Council a report stating whether and how the Enabling Resolution should be modified.
- Within thirty (30) days of receipt of the recommendation, the City Council shall review the Enabling Resolution, consider the recommendations of HEDA, and make any modifications it considers appropriate.

Modification of Bylaws:

- Bylaws may be amended by the Board by majority vote of all the Commissioners, provided that any such proposed amendment shall first have been delivered to each Commissioner at least five days prior to the meeting at which such amendment is considered.

2025 Report to City Council on the HEDA Enabling Resolution

Pertinent History:

Established in 1992

- Seven (7) Board members
 - Mayor, Four (4) Council members & two (2) “At-Large”

Amended in 2017

- Upon expiration of term, restricted reappointment for at least two years
- Removed citation of MN Statute 469.095, subdivision 2(c) for governing term length

2025 Report to City Council on the HEDA Enabling Resolution

Recommended Modifications

- 1) Modify the language of the resolution to provide clarity in terms
- 2) Remove two (2) year reappointment restriction
- 3) Modify the composition of the authority to be two members of the city council.
- 4) Allow the Board to employ an Executive Director

2025 Report to City Council on the HEDA Enabling Resolution

- 1) Modify the language of the resolution to provide clarity in who is referred to when the Board is taking actions. The term Board should be used when referred to actions taken (the Board acts, and HEDA is the entity).
- 2) Remove the two-year reappointment restriction in order to align with best practice. State statute does not require any restrictions on terms.

2025 Report to City Council on the HEDA Enabling Resolution

3) Governed by Minnesota Statute 469.095, the composition of an EDA is allowed to have a minimum of two (2) City Councilors appointed to the Board.

Given the growth of Hermantown's population since HEDA's establishment, and in order to align with best practices and regional authorities, the Commission is recommending amending the authority to consist of two (2) City Councilors and five (5) citizen representatives.

Per Statute 469.095, all Commissioners will be appointed by the Mayor with approval of the City Council.

Hermantown's population when HEDA was established: 6,800

Hermantown's population today: 10,200

2025 Report to City Council on the HEDA Enabling Resolution

Example MN Cities with Comparable Populations

Example EDAs	Population	Total Number of Members	Number of At-Large	Number of Councilors	Mayor Required
Waseca	9,221	7	5	2	No
Arden Hills	9,461	5	0	5	Yes
Detroit Lakes	9,981	7	5	2	No
Dayton	10,157	7	5	2	No
Fairmont	10,240	7	5	2	No
Cambridge	10,509	7	2	5	Yes
Grand Rapids	11,271	7	5	2	No

2025 Report to City Council on the HEDA Enabling Resolution

Regional Example Cities

Example EDAs	Population	Total Number of Members	Number of At-Large	Number of Councilors	Mayor Required
Duluth	87,000	7	4	3	No
Cloquet	12,570	7	5	2	No
Moose Lake	3,004	5	3	2	No
Brainerd	14,563	7	5	2	No
Hibbing	15,979	7	4	3	Yes

2025 Report to City Council on the HEDA Enabling Resolution

4) . Governed by Minnesota Statute 469.097, an EDA may employ an Executive Director, Chief Engineer, or other technical experts.

The current Enabling Resolution does not state that HEDA may employ an Executive Director. The Commission recommends adding this language. The Commission Further recommends that the Enabling Resolution requires the City to provide staff, including an Executive Director and the City may be provided reasonable reimbursement for costs associated with the provision of staff.

It is HEDA's intent to amend the bylaws to select the Economic Development Director to be the Executive Director and act as the chief appointed executive officer of HEDA.

The Executive Director will serve at the direction of the Board.

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
7/16/2025	25-108	Eric Johnson, Comm. Dev. Dir.	Park Board	Memorial/Recognition Benches	7/16/2025
7/18/2025	25-109	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Dan Urshan, SUP, 5577 Hermantown Rd.	7/16/2025
7/18/2025	25-110	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Porter Business Dev., Rezone, 4798 Miller Trunk Hwy.	7/16/2025
7/18/2025	25-111	Eric Johnson, Comm. Dev. Dir.	Planning Commission	2024-03 ZT Accessory Dwelling Units	7/16/2025
7/25/2025	25-112	Chad Ronchetti, Econ. Dev. Dir.	HEDA Members	HEDA Annual Report 2024	7/24/2025

City of Hermantown

As of 06/30/2025

Cash/Investments per Fund

City Sales Tax Fund	11,147,273
Water Fund	6,470,231
Sewer Fund	8,234,686
General Fund	4,769,382
Other Funds	14,974,050
Total	<u>45,595,622</u>

Who holds our money

4M	1,643,202
RBC	22,190,083
NBC	11,663,347
Pershing/Ehler's	3,093,909
Moreton/U.S. Bank	7,005,081
Total	<u>45,595,622</u>

How our money is invested

	<u>6/30/2025</u>
Cash	7,407,484
Short Term Inv (Money Market)	1,859,304
Short Term Inv (CD)	4,255,863
Inv - Bonds CRI and Htown Rd Projs	3,093,909
Long Term Investment	28,979,062
Total	<u>45,595,622</u>

Year(s) our Investments mature

2025	8,470,150
2026	5,070,035
2027	5,393,704
2028	4,199,664
2029	5,874,827
2030 & Later	4,226,545
Total	<u>33,234,925</u>

City of Hermantown

Select Departmental and Funds Expenditure Actual to Budget Report

		TARGET (Q2 2025)	ACTUAL (Q2 2025)	PERCENT UNDER (OVER)
Administration & Finance		410,057	355,298	13%
Community Development		227,867	203,587	11%
Police Administration		1,901,396	1,858,093	2%
Fire Administration		377,262	371,503	2%
Street Dept. (Incl. Gen Eng)		515,745	396,296	23%
Parks		80,871	78,912	2%
Capital Equipment Transfer		317,500	317,500	0%
Facilities *		219,502	288,867	(32%)
Other *		395,310	616,373	(56%)
General Fund Expenditure Total		4,445,509	4,486,429	(1%)
Water		1,228,391	806,567	34%
Sewer		1,074,589	576,627	46%
Stormwater		202,129	129,694	36%
City Sales Tax Revenue *		1,100,000	1,167,512	6%
Community Recreation Initiative				
Sales Tax Revenue *		550,000	583,756	6%

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

In Month 3 the State disburses to Municipalities. Due to this lag, only four months of 2025 has been received as of 07/16/2025

*Other- Purchase of 3719 Johnson Rd \$303,952, City Engineer

*Facilities - over in multiple areas, Plus Public Works roof

CITY OF HERMANTOWN

City Council Meeting

Monday, July 21, 2025

6:30 PM Central

MEETING CONDUCTED IN PERSON & VIA ZOOM

Mayor Wayne Boucher: Present

Councilor John Geissler: Present

Councilor Andy Hjelle: Present

Councilor Brian LeBlanc: Present

Councilor Joseph Peterson: Present

CITY STAFF:

John Mulder, City Administrator; Alissa McClure, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Assistant City Administrator; Chad Ronchetti, Economic Development Director; Brandon Holmes, Building Official; Trish Crego, Utility & Infrastructure Director; David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 9

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

Mayor Boucher expressed appreciation for the successful Summerfest event and thanked all involved for their hard work and efforts in making it a success.

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

A. Correspondence 25-104 through 25-107 placed on file

B. 25-107

From: Michelle Sweeney

To: Mayor & City Council

Re: Tom Bang Legacy

7. **PRESENTATIONS**

A. Essentia Wellness Center Expansion

John Mulder, City Administrator
(Pre-Agenda Only)

8. PUBLIC DISCUSSION

Jim Sweeny, 3929 Teal Lane

Mr. Sweeny asked for updates on Peyton Acres, specifically sidewalk completion and drainage issues. City Engineer David Bolf stated the City is working with the developer to address drainage concerns and noted that while utilities have been accepted, the road may not be accepted until corrections are made.

Mr. Sweeny also asked about ordinances related to pit bulls. The Mayor explained the City has a dangerous dog ordinance, but it is not breed-specific and is enforced through the Police Department on a complaint basis.

9. MOTIONS

A. Motion to approve the following Medical Combination Cannabis Retail Registration:

Vireo Health of Minnesota, LLC dba Green Goods | 4960 Miller Trunk Hwy #300

(motion, roll call)

Motion to approve the Medical Combination Cannabis Retail Registration for Vireo Health, LLC dba Green Goods. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

10. CONSENT AGENDA

A. Minutes - Approval or correction of July 7, 2025 City Council Continuation Minutes

- B. **Accounts Payable** - Approve general city warrants from July 1, 2025 through July 15, 2025 in the amount of \$1,016,570.67

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

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

11. **ORDINANCES**

- A. **2025-14 An Ordinance Amending Chapter 10, Housing And Buildings Of The Hermantown City Code**

(first reading)

- B. **2025-15 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (4798 Miller Trunk Highway)**

(first reading)

- C. **2025-16 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map (4798 Miller Trunk Highway)**

(first reading)

12. **RESOLUTIONS**

- A. **2025-111 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The 2025 Construction Hermantown Trail Sections 4 And Part Of 3**

(motion, roll call)

Motion to approve 2025-111 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The 2025 Construction Hermantown Trail Sections 4 And Part Of 3. This motion, made by Councilor Joseph Peterson and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

B. 2025-118 Resolution Approving Amendments To The Management Compensation Plan

(motion, roll call)

Motion to approve 2025-118 Resolution Approving Amendments To The Management Compensation Plan. This motion, made by Councilor John Geissler and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

C. 2025-119 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Short Elliot Hendrickson (City Engineering Services) For The Birch Hills Subdivision Development Project In Section 23

(motion, roll call)

Motion to approve 2025-119 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Short Elliot Hendrickson (City Engineering Services) For The Birch Hills Subdivision Development Project In Section 23. This motion, made by Councilor Joseph Peterson and seconded by Councilor John Geissler, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Nay

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 4, Nay: 1

D. 2025-120 Resolution Receiving Proposed Assessment Roll For The Construction Of Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724) And Ordering Hearing Thereon

(motion, roll call)

Motion to approve 2025-120 Resolution Receiving Proposed Assessment Roll For The Construction Of Road Improvement District No. 541 And 542 (Hermantown Road And Bridge 7724) And Ordering Hearing Thereon. This motion, made by Councilor Andy Hjelle and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

E. 2025-121 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Purchase Agreement With Thomas Anderson For Spencer Thomas Holdings, LLC

(motion, roll call)

Motion to approve 2025-121 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Purchase Agreement With Thomas Anderson For Spencer Thomas Holdings, LLC. This motion, made by Councilor John Geissler and seconded by Councilor Joseph Peterson, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Nay

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

13. **CLOSED SESSION**

14. **RECESS**

Motion to recess at 7:02 p.m. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Andy Hjelle, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

ATTEST:

Mayor

City Clerk

CITY OF HERMANTOWN

CHECKS #72280-72315
07/16/2025 - 07/31/2025

PAYROLL CHECKS

Electronic Checks - #-63984-64077	\$175,837.24
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LIABILITY CHECKS

Electronic Checks - #-63977-63983	\$117,214.67
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Checks - #72309-72314	\$6,014.81
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PAYROLL EXPENSE TOTAL	\$299,066.72
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ACCOUNTS PAYABLE

Checks - #72280-72308	\$232,234.58
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Checks - #72315	\$32.00
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Electronic Payments #-97926-97954	\$2,110,900.75
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ACCOUNTS PAYABLE TOTAL	\$2,343,167.33
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TOTAL	\$2,642,234.05
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7/30/2025

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	422902	Firehall #2 Morris Thomas Road	MN ENERGY RESOURCES CORP	Natural Gas FH2	34.43	-97954
260	456101	Cable	MEDIACOM	Internet for Cameras - Fichtne	99.99	-97953
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Jun 2025 Water Charges	121,439.98	-97952
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	35.38	-97951
101	431901	City Garage	MN POWER	4971 Lightning Dr	293.45	-97951
605	431160	Street Lighting	MN POWER	Street Lights	398.30	-97951
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	2,162.80	-97951
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	176.07	-97951
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	66.24	-97951
275	452200	Community Building	MN POWER	EWC Garage	28.18	-97951
101	452100	Parks	MN POWER	Parks	1,141.89	-97951
101	452200	Community Building	MN POWER	Community Bldg	707.45	-97951
275	452200	Community Building	MN POWER	EWC Garage	15,129.07	-97951
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	3,382.83	-97951
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	93.82	-97951
605	431160	Street Lighting	MN POWER	Street Lights	732.73	-97951
605	431160	Street Lighting	MN POWER	Street Lights	328.79	-97951
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	117.38	-97951
601	494400	Water Administration and General	MN POWER	Water	523.33	-97951
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	22.47	-97951
602	494900	Sewer Administration and General	MN POWER	Sewer	605.60	-97951
605	431160	Street Lighting	MN POWER	Street Lights	470.98	-97951
605	431160	Street Lighting	MN POWER	Traffic Lights	778.60	-97951
605	431160	Street Lighting	MN POWER	Overhead St Lights (33 @ \$10.2	475.02	-97951
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	11.10	-97950
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	106.95	-97950
101	452100	Parks	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	3.45	-97950
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	140.37	-97950
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	10.35	-97950
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	7.40	-97950
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	4.83	-97950
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Refill Postage Meter	420.80	-97950
101	419100	Community Development	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97949
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97949
101	421100	Police Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	88.04	-97949
601	494400	Water Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97949
101	422100	Fire Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-97949
101	431100	Street Department	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97949

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	WEX HEALTH INC	Monthly Participant /Cobra Fee	33.39	-97949
602	494900	Sewer Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-97949
603	441100	Storm Water	BLACK MOUNTAIN SOFTWARE INC	Credit Card Subscription - 6 m	94.44	-97948
101	415300	Administration & Finance	BLACK MOUNTAIN SOFTWARE INC	Credit Card Subscription - 6 m	377.78	-97948
602	494900	Sewer Administration and General	BLACK MOUNTAIN SOFTWARE INC	Credit Card Subscription - 6 m	188.89	-97948
601	494400	Water Administration and General	BLACK MOUNTAIN SOFTWARE INC	Credit Card Subscription - 6 m	188.89	-97948
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Keyboard - Worden	77.39	-97947
230	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	Project Loon	2,090.00	-97946
101	490000	Miscellaneous Functions	TERCH & ASSOCIATES CONSULTING, LLC	Jun 25 HR Services	1,312.50	-97945
101	424100	Building Inspection	TREVIPAY	Safety Equipment - H28	201.54	-97944
101	421100	Police Administration	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	Push Bumper - SQD 12	2,819.57	-97943
101	421100	Police Administration	FAUL PSYCHOLOGICAL PLLC	Evaluation - Kostiuk	665.00	-97942
415	465200	Community Development	KRAUS-ANDERSON CONSTRUCTION COMPANY, INC	Hermantown Hockey Arena	518,806.98	-97941
415	465200	Community Development	KRAUS-ANDERSON CONSTRUCTION COMPANY, INC	Hermantown Hockey Arena	1,147,879.28	-97941
101	422100	Fire Administration	MACQUEEN EQUIPMENT, LLC	MSA 4 Gas Monitor	2,311.03	-97940
101	431100	Street Department	BFIRST INDUSTRIAL	Heat Shrink Tube	83.36	-97939
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Sanitary Cleaning	12,625.00	-97938
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Sanitary Cleaning	8,262.50	-97937
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,500.34	-97936
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,116.24	-97936
601	494300	Water Distribution	JMF CONSTRUCTION INC	Ugstad Rd Drwy Repair	8,572.87	-97935
101	419901	City Hall & Police Building Maintenance	MENARD INC	Clock	44.99	-97934
601	494300	Water Distribution	MENARD INC	Wire Nuts	18.98	-97934
101	419901	City Hall & Police Building Maintenance	MENARD INC	General Landscape Supplies	113.98	-97934
603	441100	Storm Water	MENARD INC	Grass Seed - Culverts	63.96	-97934
101	431100	Street Department	MENARD INC	Spraypaint	6.94	-97934
601	494300	Water Distribution	MENARD INC	Elec Breaker - Hawk Water Towe	16.98	-97934
101	419901	City Hall & Police Building Maintenance	MENARD INC	Coffee Maker	119.95	-97934
101	422100	Fire Administration	MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinder Rental	210.89	-97933
416	452100	Parks	OVEROM LAW, PLLC	Fichtner Field Park Improvemen	51.00	-97932
101	419100	Community Development	OVEROM LAW, PLLC	Peyton Acres Development Matte	102.00	-97932
412	419100	Community Development	OVEROM LAW, PLLC	Rec Facility: Trail Con - Emin	1,091.38	-97932
101	421100	Police Administration	OVEROM LAW, PLLC	Hermantown Police MOU with US	371.00	-97932
101	424100	Building Inspection	OVEROM LAW, PLLC	Maple Fields Mobile Home Park	546.00	-97932
230	465100	HEDA	OVEROM LAW, PLLC	Holiday Inn Completion Matters	314.00	-97932
101	421100	Police Administration	OVEROM LAW, PLLC	Tactical Response Team	414.00	-97932

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	424100	Building Inspection	OVEROM LAW, PLLC	Maple Fields Tenants' Remedies	1,066.00	-97932
230	465100	HEDA	OVEROM LAW, PLLC	Birch Hills Development	63.00	-97932
101	416100	City Attorney	OVEROM LAW, PLLC	Data Practices Requests	182.00	-97932
415	465200	Community Development	OVEROM LAW, PLLC	KA Contract Administration - N	391.00	-97932
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Lighting Drive-Thunderchief Dr	110.00	-97932
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	HEDA: Project Loon Development	1,462.00	-97932
415	465200	Community Development	OVEROM LAW, PLLC	Northstar Ford Naming Rights A	1,400.00	-97932
601	494400	Water Administration and General	OVEROM LAW, PLLC	Water and Sewer Applications	105.00	-97932
602	494900	Sewer Administration and General	OVEROM LAW, PLLC	Water and Sewer Applications	105.00	-97932
412	419100	Community Development	OVEROM LAW, PLLC	Hermantown Trail Connector Eas	102.00	-97932
101	416100	City Attorney	OVEROM LAW, PLLC	5620 Miller Trunk Highway Nuis	70.00	-97932
601	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	AT&T Hawk Circle Equipment Upg	182.00	-97932
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,200.00	-97932
101	416100	City Attorney	OVEROM LAW, PLLC	Paid Leave Law Updates	68.00	-97932
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	HEDA: Project Loon Watermain E	136.00	-97932
101	416100	City Attorney	OVEROM LAW, PLLC	Dangerous Dogs	154.00	-97932
475	431150	Street Improvements	OVEROM LAW, PLLC	Hermantown and Old Midway Rd I	532.00	-97932
101	416100	City Attorney	OVEROM LAW, PLLC	Cannabis Licensing	210.00	-97932
240	433500	Water Improvements	OVEROM LAW, PLLC	Second Water Connection with D	714.00	-97932
603	441100	Storm Water	REDROCK PRECAST	Culverts	2,380.00	-97931
603	441100	Storm Water	REDROCK PRECAST	Culverts	1,149.00	-97931
602	494900	Sewer Administration and General	VC3, INC.	Monitors and Cables - Worden	68.39	-97930
601	494400	Water Administration and General	VC3, INC.	Monitors and Cables - Worden	68.39	-97930
101	415300	Administration & Finance	VC3, INC.	Monitors and Cables - Worden	296.33	-97930
603	441100	Storm Water	VC3, INC.	Monitors and Cables - Worden	22.80	-97930
101	421100	Police Administration	VC3, INC.	BCA Auditor Updates - PD	795.00	-97929
101	431100	Street Department	VEIT DISPOSAL SYSTEMS	Debris Disposal	720.00	-97928
101	431100	Street Department	VIKING INDUSTRIAL CENTER	Hand Wipes - H9	40.15	-97927
101	490000	Miscellaneous Functions	THE TITLE TEAM	Purchase of 3715 Johnson Rd	233,301.26	-97926
101	421100	Police Administration	ADVANCED ELECTRONIC DESIGN INC	Replacement Battery - Rhino Ta	220.12	72280
101	452100	Parks	BOBCAT OF DULUTH INC	Kubota Mower Blades	66.42	72281
101	422100	Fire Administration	BOUND TREE MEDICAL, LLC	Medical Supplies	117.45	72282
101	422100	Fire Administration	BOUND TREE MEDICAL, LLC	Medical Supplies	1,074.95	72282
101	431100	Street Department	CENTRAL PENSION FUND	Training Per ContractTraining	107.59	72283
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per ContractTraining	107.58	72283
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per ContractTraining	107.58	72283
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 06/28/25-07/27/25	86.99	72284
101	431100	Street Department	CINTAS CORPORATION	Uniforms	19.48	72285

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72285
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	72285
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	58.54	72285
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	30.72	72285
475	431150	Street Improvements	CREGO, PATRICIA	Reimbursement Mileage	11.20	72286
101	419901	City Hall & Police Building Maintenance	CREGO, PATRICIA	Reimbursement Tape	71.78	72286
603	441100	Storm Water	CREGO, PATRICIA	Reimbursement Cell Phone	400.00	72286
603	441100	Storm Water	CREGO, PATRICIA	Reimbursement Mileage	258.30	72286
101	415300	Administration & Finance	CREGO, PATRICIA	Reimbursement Mileage	3.50	72286
101	452100	Parks	DENNY'S LAWN & GARDEN	Weed Wacker Service	69.32	72287
460	465100	HEDA	EHLERS & ASSOCIATES INC	TIF Reporting - 2024	2,271.25	72288
101	431100	Street Department	EROSION CONTROL SPECIALISTS INC.	Top Soil	810.00	72289
101	419100	Community Development	HERMANTOWN STAR LLC	BOA - Bryan Hanson	41.25	72290
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Ordinance amending chapter 7	49.50	72290
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Ordinance amending chapter 5	181.50	72290
101	415300	Administration & Finance	HERMANTOWN STAR LLC	Jun 16 2025 Minutes	140.25	72290
101	419901	City Hall & Police Building Maintenance	IMPERIALDADE	Kleenex/Gloves/TP/Mop	354.41	72291
101	421100	Police Administration	KOLAR	Program 2 Fobs - SQD 11	531.16	72292
101	421100	Police Administration	KOLAR	Diagnostics Testing - Batterie	536.25	72292
601	494300	Water Distribution	KTM PAVING INC	Patching - Maple Grove & Ugsta	3,891.05	72293
101	424100	Building Inspection	KWIK TRIP EXTENDED NETWORK	Gas Building Offical	101.67	72294
101	422100	Fire Administration	KWIK TRIP EXTENDED NETWORK	Gas FD	917.03	72294
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	286.57	72294
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	429.86	72294
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	485.17	72294
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	3,844.04	72294
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	270.00	72294
101	419901	City Hall & Police Building Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Building	118.47	72294
101	452100	Parks	KWIK TRIP EXTENDED NETWORK	Gas Park	196.27	72294
101	150000	Prepaid Items	LEAGUE OF MN CITIES INSURANCE TRUST	Gen Liability Insurance	133,370.62	72295
602	150000	Prepaid Items	LEAGUE OF MN CITIES INSURANCE TRUST	Gen Liability Insurance	14,898.92	72295
601	150000	Prepaid Items	LEAGUE OF MN CITIES INSURANCE TRUST	Gen Liability Insurance	15,203.46	72295
275	150000	Prepaid Items	LEAGUE OF MN CITIES INSURANCE TRUST	Gen Liability Insurance	33,953.00	72295
101	422100	Fire Administration	MAYO CLINIC	EMT Refresher - Brazerol & Nor	896.00	72296
412	419100	Community Development	MN DNR - ECOLOGICAL AND WATER RESOURCES	Water Permit - Hermantown Kee	2,230.00	72297
101	431100	Street Department	NAPA AUTO PARTS	Air Brake Parts - H3	97.36	72298
101	422100	Fire Administration	NATIONAL FIRE SAFETY COUNCIL	Fire Prevention Training Mater	1,430.00	72299

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	PACE ANALYTICAL SERVICES, LLC	Drinking Water Testing	300.00	72300
601	494300	Water Distribution	PACE ANALYTICAL SERVICES, LLC	Drinking Water Testing	300.00	72300
601	494300	Water Distribution	POLLARD WATER	Drill Tap	1,333.15	72301
101	431100	Street Department	SATHERS, LLC	Class 5- Crushed Material	238.00	72302
101	431100	Street Department	SATHERS, LLC	Class 5 - Crushed Material	3,094.00	72302
101	421100	Police Administration	STREICHER'S	Irritant REPULS Spray	197.90	72303
101	452100	Parks	TENET	Silt Sock - Fichtner Ball Fiel	55.34	72304
101	431100	Street Department	TENET	Drain Shovel & Lift Strap	91.71	72304
101	421100	Police Administration	THOMSON REUTERS - WEST	Clear Subscription - Jun 24	173.25	72305
101	421100	Police Administration	TROY'S SERVICE CENTER	Brakes - SQD15	540.84	72306
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 16	93.79	72306
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 12	98.28	72306
101	422100	Fire Administration	TROY'S SERVICE CENTER	Oil & Filter - Rescue 2	99.66	72306
101	421100	Police Administration	TROY'S SERVICE CENTER	Vehicle Repair - SQD 19	1,783.22	72306
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 11	97.72	72306
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Jun 2025 Bill Print	958.11	72307
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Jun 2025 Bill Print	958.11	72307
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Jun 2025 Bill Print	958.12	72307
240	433500	Water Improvements	WILLMAN, JAY B & VICKIE L	Earnest Money XXXX Anderson Rd	500.00	72308
101	421100	Police Administration	BUREAU CRIMINAL APPREHENSION	Background check of Vendor	32.00	72315
Totals: 169 records printed					2,343,167.33	

CITY COUNCIL MEETING DATE: August 4, 2025

TO: Mayor & City Council

FROM: Brandon Holmes, Building Official

SUBJECT: Clarifying amendments to the Chapter 10 of the City Code

☐ **RESOLUTION:** ☒ **ORDINANCE:** 2025-14 ☐ **OTHER:**

REQUESTED ACTION

Approve clarifying amendments to the Chapter 10 of the City Code related to Housing and Buildings

BACKGROUND

The purpose of this amendment is to clean up and clarify Chapter 10 of the City Code related to Housing and Building. Due to ongoing statutory changes and new code adoptions, references and links within the code have become conflicting or obsolete. Further, this will un-adopt the extraterritorial enforcement provisions currently in place which make the City of Hermantown Building Department responsible for enforcement of the MN State Building Code in a 2-mile zone outside of City limits wherever the municipality or township has not already adopted the code. This provision appears to have been inadvertently adopted when the 2020 MN State Building Code was incorporated by reference into the City Code.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Proposed Ordinance
Exhibit A

Ordinance No. 2025-14

The City Council of the City of Hermantown Does Ordain:

**AN ORDINANCE AMENDING CHAPTER 10, HOUSING AND
BUILDINGS OF THE HERMANTOWN CITY CODE**

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to ensure public safety and to reflect updated rules, regulations and references through the amendment to Section 1000, State Building Code, and Section 1010, Flood Hazard Prevention.

Section 2. Amendment to Chapter 10. Chapter 10, Housing and Buildings, of the Hermantown Code is hereby amended to read as shown on Exhibit A attached hereto. Deleted language is struck out and added language is underlined.

Section 3. 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 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: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 1000 - State Building Code

1000.01 State Building Code Adopted. The Minnesota State Building Code, established pursuant to Minn. Stat. Chapter 326B, as they may be amended from time to time by the Minnesota Commissioner of Labor and Industry, through the Construction Codes and Licensing Division, and published, shall be hereby adopted as the Building Code for the City of Hermantown, and shall be incorporated into this section with the exception of the optional chapters.

1000.03 Application, Administration and Enforcement. The application, administration and enforcement of the Minnesota State Building Code in the City shall be in accordance with Minn. Stat. Chapter 326B, as it may be amended from time to time, and Minnesota Rules Chapters 1300 and 1305, as they may be amended from time to time. The City Council, pursuant to Minn. Stat. Section 326B.133, as it may be amended from time to time, shall appoint a building official who shall attend to all aspects of Building Code administration. Additional members of the Building Department shall be authorized by the City Council as needed. The Minnesota State Building Code shall be enforced within the incorporated limits of the City.

1000.04 Permits, Inspections and Fees. Permits shall be issued, inspections conducted and fees collected as provided for in Minn. Stat. Section 326B.153, as it may be amended from time to time.

1000.05 Surcharge. In addition to the permit fee required under Minnesota Rules Chapter 1300, the applicant for a building permit shall pay a surcharge to be remitted to the Minnesota Department of Administration as prescribed by Minn. Stat. Section 326B.148, as it may be amended from time to time.

(Am. Ord. 2021-04, passed 8-2-21)

Section 1010 - Flood Hazard Prevention

1010.01 Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1010.01.1. “Administrative authority” shall mean a state certified building official designated by the appointing authority.

1010.01.2. “Appointing authority” shall mean the City Council.

1010.01.3. “Building Department” shall mean the Building Inspection Department of the City of Hermantown.

1010.01.4. “Corporation counsel” shall mean the attorney for the City of Hermantown.

1010.01.5. “Flood hazard area” shall mean the special areas as indicated on the flood hazard boundary map, prepared by the U. S. Department of Housing and Urban Development for the City of Hermantown.

1010.01.6. “Jurisdiction” shall mean the City of Hermantown.

1010.01.7. “MSBC” shall mean the current edition of the Minnesota State Building Code.

1010.02 Enforcement. MSBC shall be enforced and administered by the City of Hermantown within its corporate limits. The City Council of the City of Hermantown shall appoint a building official to enforce and administer the Hermantown Building Code. The administrative chapters of the MSBC found in Minn. Rules Chapter 1300 shall govern the application of this Code.

1010.03 Floodproofing Permit.

1010.03.1 Permit Required. In addition to the building permits required by Minn. Rules Chapter 1300.0120, as may be amended from time to time,, a separate flood proofing permit shall be obtained from the Building Official or his or her authorized representative prior to the commencement of any improvement to any land, building or structure within any flood hazard area.

1010.04 Miscellaneous Provisions Relating to Permits.

1010.04.1 Posting of Permit. Any building permit that is issued shall be posted at the site of operations in a conspicuous place open to public inspection during the entire time of performance of the work and until completion of the same.

1010.04.2 Limitation on Permit. No permit to erect, repair or alter any building or structure shall authorize the use of any part of any public thoroughfare or other public ground or easement.

1010.03.4 Administration. The provisions of Minn. Rules Chapters 1300.0120 and 1335, as they may be amended from time to time, shall govern the issuance of flood proofing permits.

1010.04.3 Special Permits. Special permits shall be obtained from the Building Official prior to engaging in any of the following activities:

1010.04.3.1. Moving any building or structure;

1010.04.3.2. Razing or demolishing any building;

1010.04.3.3. Fencing permits;

1010.04.3.4. In-ground pool and spa permits; and/or

1010.04.3.5. Any other construction or accessories to a building or structure the use of which shall be regulated by the provisions of the MSBC and which for any reason is not included in the permit for general construction.

1010.04.4 Review by Other Departments. All commercial, industrial and multi-residential development plans shall be reviewed and approved by the appropriate commission(s) of the City and the Fire and Life Safety Division of the Hermantown Public Safety Department before any permit provided for under this section shall be issued.

1010.04.5 Compliance with Other Conditions. The Building Official shall not issue any permit under this section until all conditions and requirements placed on the development by other departments of the City have been satisfied, such as, the Planning and Zoning Commission and the Fire and Life Safety Division of the Hermantown Public Safety Department. Any permit issued by the Building Official in violation of this requirement shall be void.

1010.05 Fees.

1010.05.1 Building Permit Fees. A fee for each building permit shall be paid to the City through the Building Inspection Department. The City Council shall from time to time by resolution, establish a schedule of fees for building permits. No building permit may be issued by the Building Inspection Department of the City until the building permit fee for the building permit has been paid in full.

1010.05.2 Floodproofing Permit Fee; Inspection Fee. A fee for each flood proofing permit shall be paid to the City prior to the issuance of the permit by the Building Official. The flood proofing permit fee shall be equal to one-fourth of the building permit fee. A fee as set by the Fee Schedule, as it may be amended from time to time for each inspection made pursuant to this section shall be paid by the owner of such property at the time of such inspection.

1010.05.3 Special Permit Fees. A fee as set by the Fee Schedule, as it may be amended from time to time for each special permit shall be paid to the Building Inspector prior to the issuance of the permit by the Building Inspector.

1010.05.4 Plan Checking Fees. When a plan review is required by Minn. Rules Chapter 1300.0130, a plan checking fee shall be paid to the City at the time of permit issuance. The plan checking fee shall be equal to 65% of the building permit fee unless the project is deemed a “minor project” or “master plan” by the Building Official, in which case the fee shall be 25%.

1010.05.5 Surcharge.

1010.05.5.1. In addition to the fees required in the preceding provisions, the applicant shall pay to the Building Official a surcharge as set by the Fee Schedule, as it may be amended from time to time.

1010.05.5.2. The surcharges collected by the Building Official shall be remitted quarterly to the Minnesota Department of Labor and Industry.

1010.05.6 Valuation. The determination of value or valuation under any provisions of the MSBC shall be made by the Building Official. The valuation to be used in computing the permit and plan checking fees shall be the total value of all construction work for which the permit is issued to be determined in accordance with Minn. Rules Chapter 1300.0160, as it may be amended from time to time.

1010.05.7 Work Commenced Before Permit Issued. Where work for which a permit is required by the MSBC is started prior to obtaining the permit, a special investigative fee, equal to the cost of the permit fee shall be applied. Payment of the special investigation fee shall not relieve any person from full compliance of the requirement of the MSBC in the execution of the work nor from any other penalties prescribed by law.

1010.05.8 Other Permits. The payment of a fee in this section shall not relieve the applicant or holder of the permit from the necessity of obtaining additional permits and the payment of other fees that may be prescribed by law or ordinance, for the temporary occupation of public property, for inspection of sewer connections, water connections, gas connections or other privileges or requirements.

(Am. Ord. 2008-11, passed 12-15-08)

1010.06 Building Code Appeal Board. Building Code appeals and decisions of the building official will go to the MSBC Appeals Board under Minn. Rules 1300.0230, and subject to the rules and procedures established by the Minnesota Department of Labor Construction Codes and Licensing Division.

1010.7 Severability. In the event any clause or provision this section shall be determined to be illegal or unconstitutional the determination shall not affect the validity of any other provisions of this Section.

CITY COUNCIL MEETING DATE: August 4, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Rezone 0.65 acres of land area associated with parcel 395-0030-00010 from P, Public to C, Commercial

☒ **RESOLUTION:** ☒ **ORDINANCE:** 2025-15 ☐ **OTHER:**

REQUESTED ACTION

Staff recommends the approval of the proposed change to the Hermantown Zoning Map by rezoning 0.65 acres in the northwest quadrant of Parcel: 395-0030-00010 from P, Public to C, Commercial.

DESCRIPTION OF REQUEST:

Requested is the proposed change to the Hermantown Zoning Map by rezoning 0.65 acres in the northwest quadrant of Parcel: 395-0030-00010 from P, Public to C, Commercial. The purpose of the rezoning is to enlarge the 1 acre parcel (395-0010-03675) by ½ acre in order to accommodate a future development project. The 0.65 acre rezoning request includes the Stebner Road right of way which consists of approximately 0.15 acres. The purpose of including the right of way is to not create a strip of P, Public zoned property in between parcels.

SITE DATA

Address:	4798 Miller Trunk Highway
Comprehensive Plan:	Commercial
Zoning:	P, Public
Lot Size:	72 acres total
Wetlands:	None per the National Wetland Inventory
Shoreland Overlay:	No
Airport Zoning:	Zone 3 – Height restrictions only

BACKGROUND:

The site is part of the 72-acre Sunrise Funeral Home, Cremation Services, and Cemetery located at 4798 Miller Trunk Highway. It has been owned and operated by the applicant for many years. The site is in the northwest quadrant of the property bounded by W. Arrowhead Road to the north and Stebner Road to the west. The proposed area of rezoning is approximately 0.65 acres in size with dimensions of 104' x 274'. It is the plan that the ½ acre property not associated with Stebner Road right of way, would be combined with parcel 395-0010-03675 in order to create a 1 ½ acre development parcel for a future development.

In 2022, the applicant requested a zoning map amendment of 2 acres located at the northwest intersection of W. Arrowhead Road and Stebner Road. The property was rezoned from P, Public to C, Commercial and was subdivided to create two 1 acre lots. The applicant has recently been having conversations with a

developer who is looking to construct a building on the parcel but requires additional land area due to parking constraints.

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

Utilities

City watermain and sanitary sewer mains are located along the entire frontage of both Arrowhead and Stebner Roads.

The site is well served by roads. Arrowhead Road from Stebner to Miller Trunk Highway is a minor arterial road. Stebner and Arrowhead Road west of the intersection are major collector roads. The site is approximately one-third of a mile from the signalized intersection of Arrowhead Road and Miller Trunk Highway.

Wetlands

The site has been cleared previously. The National Wetland Inventory does not show wetlands on the 1/2 acres requested to be rezoned, though there are wetlands indicated to the southeast.

Zoning

Applicant is requesting a rezoning from P, Public to C, Commercial.

Dimensional Standards	P	C
Height	50 feet	65 feet
Setbacks		
<i>Front</i>	35 feet	35 feet
<i>Side (abutting street)</i>	35 feet	35 feet
<i>Side</i>	15 feet	10 feet
<i>Rear</i>	25 feet	40 feet
Minimum lot area	None	None
Minimum lot width	None	None
Maximum lot coverage	35%	50%

Comprehensive Plan

The site is in a Commercial area per the newly adopted Comprehensive Plan update. Analysis of the site indicates that commercial zoning is consistent with the surrounding area which contain an apartment building to the north, a newly approved apartment to the west and a vacant parcel commercially zoned property to the NW.

The site is an unused part of a private cemetery. Rezoning and allowing future commercial development do not reduce the quantity or quality of activities and public benefits intended to be preserved by the P, Public zoning district.

SUMMARY & JUSTIFICATION:

The proposed rezoning meets the criteria of the Comprehensive Plan and the overall goals and policies of the Zoning Ordinance. The 0.65 acre site is located in an area that has an existing commercial character and development of the site could be complementary to the area. Staff recommends approval of the rezoning based on the following findings:

1. The property is included in the Commercial area of the Comprehensive Plan within which commercial zoning and commercial development are currently allowed.
2. C, Commercial uses are compatible with the surrounding uses, including an apartment building, medical clinic, vacant commercial and residential zoned property, and a privately-operated cemetery, funeral home, and cremation service.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Ordinance
Location Map
Existing Zoning Map
Proposed Zoning Map
Rezoning Exhibit

Ordinance No. 2025-15

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE
BY AMENDING THE OFFICIAL ZONING MAP
(4798 MILLER TRUNK HIGHWAY)**

Section 1. Amendment to Official Zoning Map. The Official Zoning Map of the City of Hermantown is hereby amended so that the entire parcels legally described in Section 2 is zoned C, Commercial.

Section 2. Purpose and Intent. The purpose of this amendment is to rezone an area legally described as:

The South 104.36 feet of the North 318.08 feet of the West 208.72 feet of Block A, SUNRISE MEMORIAL PARK, St. Louis County, Minnesota as originally platted and being described more particularly as the South 104.36 of North 346.08 feet of the West 241.72 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of NW 1/4) of Section 13, Township 50 North, Range 15 West.

AND

The South 104.36 of North 346.08 feet of the West 33.00 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of NW 1/4) of Section 13 Township 50 North, Range 15 West.

is zoned C, Commercial.

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

Dated: _____

Mayor

Attest:

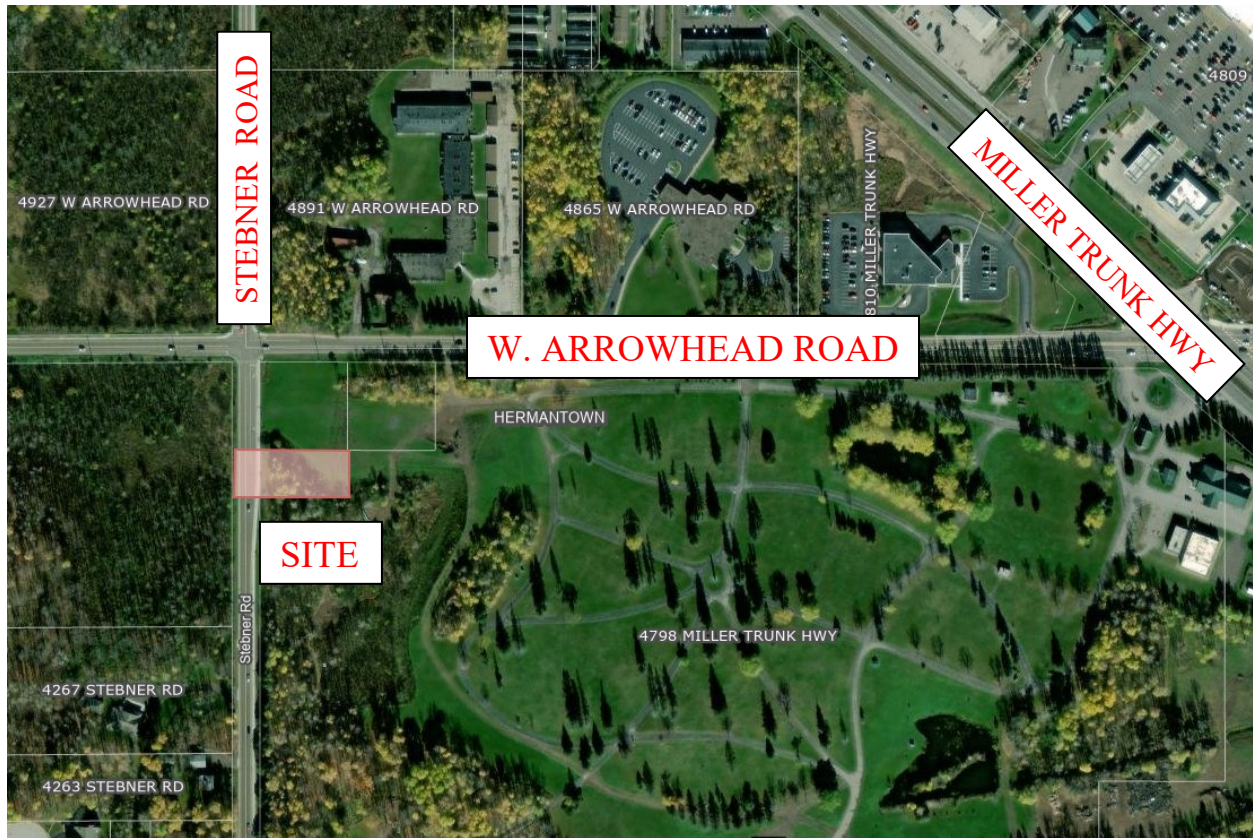
City Clerk

Adopted: _____

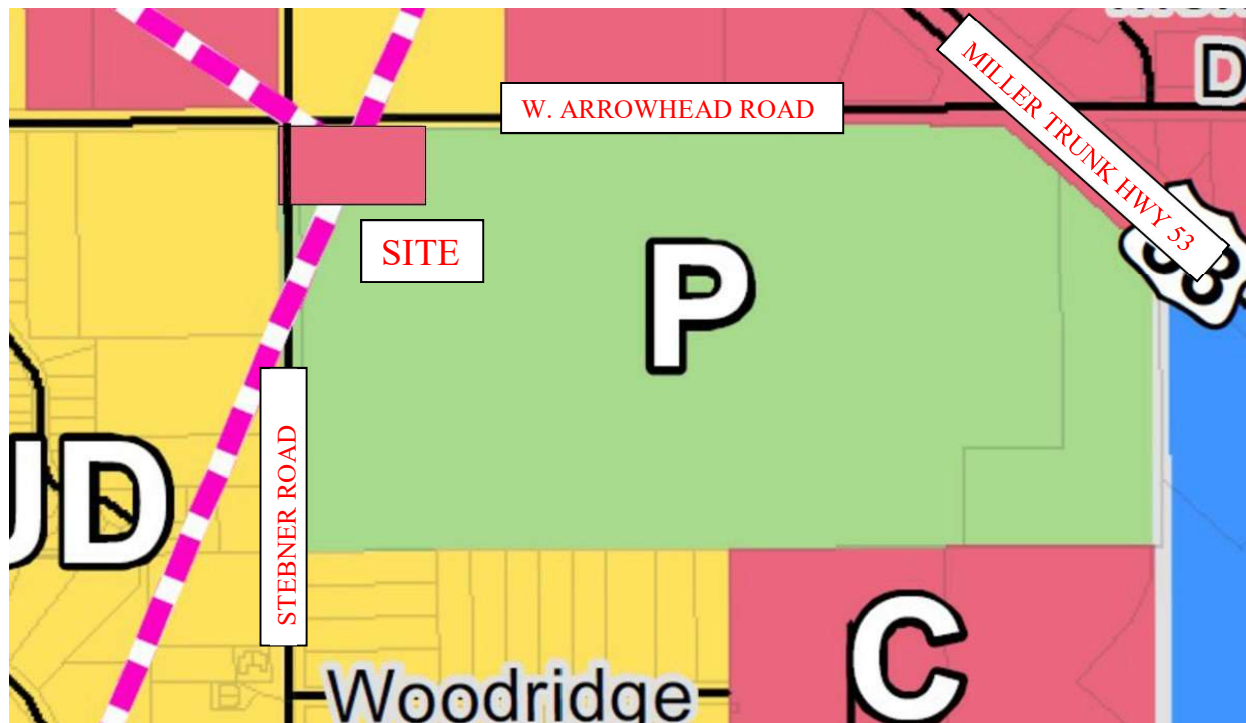
Published: _____

Effective Date: _____

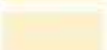
Location Map



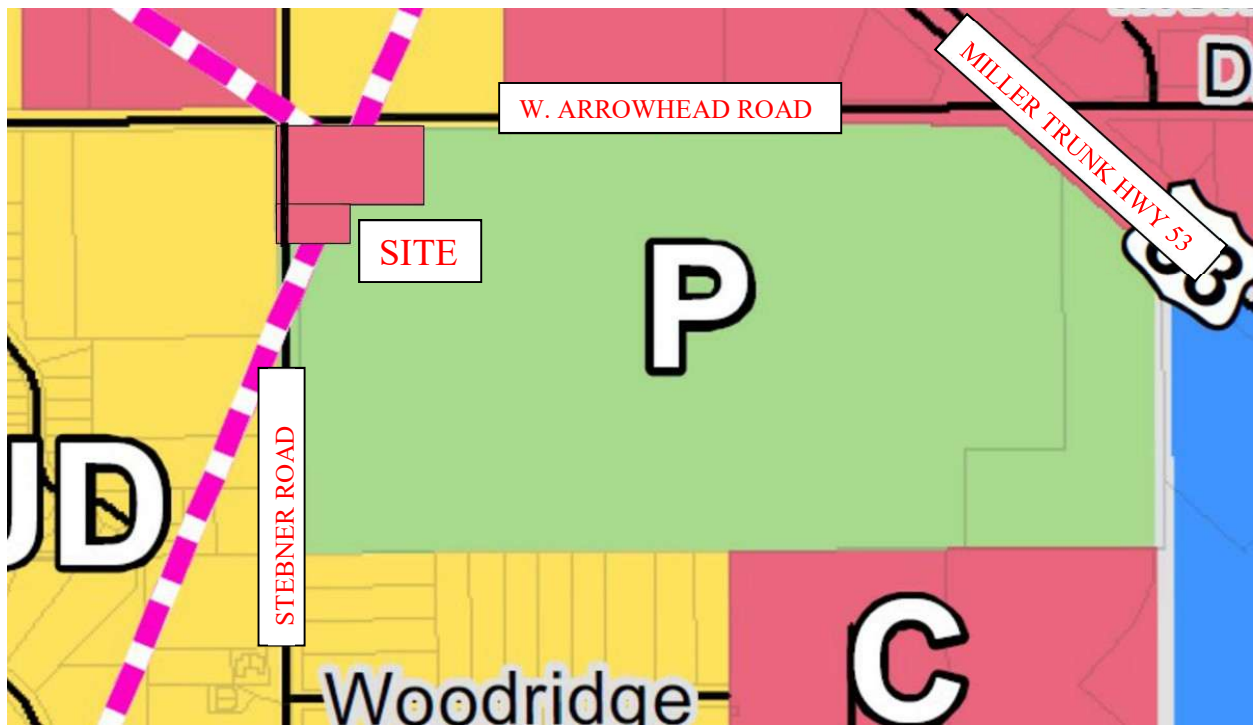
Existing Zoning Map



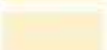
Hermantown Zoning Districts

	HM - Hermantown Marketplace		O - Conservation/Open Space
	BLM - Business/Light Manufacturing		P - Public Facilities
	C - General Commercial		PUD - Planned Unit Development
	C-1 - Office/Light Industrial		R-1 - Residential
	C1A - Sexually Orientated Uses		R-3 - Residential
	M2 - Heavy Industrial		R-3A - Multiple Family Dwellings
	HBP - Hermantown Business Park		S-1 - Rural/Suburban

Proposed Zoning Map

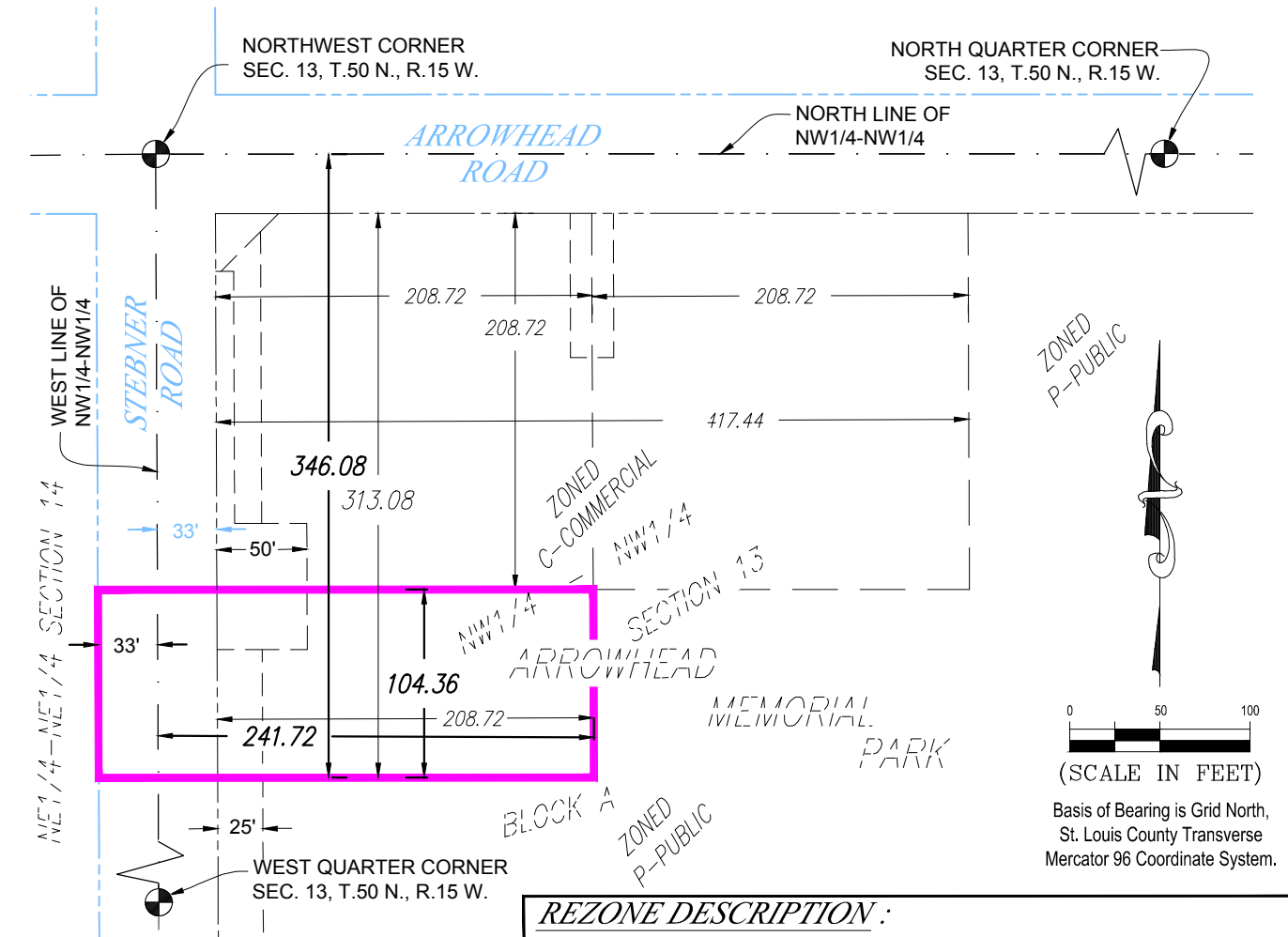


Hermantown Zoning Districts

	HM - Hermantown Marketplace		O - Conservation/Open Space
	BLM - Business/Light Manufacturing		P - Public Facilities
	C - General Commercial		PUD - Planned Unit Development
	C-1 - Office/Light Industrial		R-1 - Residential
	C1A - Sexually Orientated Uses		R-3 - Residential
	M2 - Heavy Industrial		R-3A - Multiple Family Dwellings
	HBP - Hermantown Business Park		S-1 - Rural/Suburban

EXHIBIT

Proposed Rezone Area



LEGEND

- REZONE AREA
- BLOCK LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- ROAD RIGHT-OF-WAY LINE
-  FOUND ALUMINUM CAPPED MONUMENT

REZONE DESCRIPTION:

The South 104.36 of North 346.08 feet of the East 33.00 feet of the Northeast One-Quarter of the Northeast One-Quarter (NE1/4 of NE 1/4) of Section 14, Township 50 North, Range 15 West.
AND
The South 104.36 feet of the North 318.08 feet of the West 208.72 feet of Block A, SUNRISE MEMORIAL PARK, St. Louis County Minnesota as originally platted and being described more particularly as the South 104.36 of North 346.08 feet of the West 241.72 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of NW 1/4) of Section 13, Township 50 North, Range 15 West.
AND
The South 104.36 of North 346.08 feet of the West 33.00 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of NW 1/4) of Section 13 Township 50 North, Range 15 West.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Paul A. Vogel

License # 44075

Signature: 

Date: 6/11/2025

DATE PREPARED: 6/11/25

PROJ NO: 250377

FILE: 250377 Zonin

SHEET 1 of 1 SHEETS



21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446

CITY COUNCIL MEETING DATE: August 4, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Correct legal description associated with rezoning at Sunrise Cemetery

☒ **RESOLUTION:** ☒ **ORDINANCE:** 2025-16 ☐ **OTHER:**

REQUESTED ACTION

Staff recommends the approval of the corrected legal description associated with the rezoning at Sunrise Cemetery northwest quadrant of Parcel: 395-0030-00010 from P, Public to C, Commercial.

DESCRIPTION OF REQUEST:

In 2022, the City Council rezoned two acres of land in the northwest corner of the Sunrise Cemetery under Ordinance 2022-07. During the course of researching the parcel data and creating a rezoning description for the proposed 0.65 acre rezoning of property south of this parcel, the surveyor discovered a discrepancy in the legal description of the original rezoning.

The new proposed legal description now matches the area of what was intended with the original rezoning under Ordinance 2022-07. The new description is lengthier to be clear as to include any portion of platted and vacated ARROWHEAD MEMORIAL PARK along with the 33 feet of Stebner Road in Section 14.

SUMMARY & JUSTIFICATION:

The proposed rezoning meets the criteria of the Comprehensive Plan and the overall goals and policies of the Zoning Ordinance. The 0.65 acre site is located in an area that has an existing commercial character and development of the site could be complementary to the area. Staff recommends approval of the rezoning based on the following findings:

1. The property is included in the Commercial area of the Comprehensive Plan within which commercial zoning and commercial development are currently allowed.
2. C, Commercial uses are compatible with the surrounding uses, including an apartment building, medical clinic, vacant commercial and residential zoned property, and a privately-operated cemetery, funeral home, and cremation service.

SOURCE OF FUNDS (if applicable)

N/A



ATTACHMENTS

Ordinance
Location Map
Rezoning Exhibit

Ordinance No. 2025-16

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE AMENDING TITLE 2 OF THE HERMANTOWN CITY CODE
BY AMENDING THE OFFICIAL ZONING MAP
(4798 MILLER TRUNK HIGHWAY)**

Section 1. Amendment to Official Zoning Map. The Official Zoning Map of the City of Hermantown is hereby amended so that the entire parcels legally described in Section 2 is zoned C, Commercial.

Section 2. Purpose and Intent. The purpose of this amendment is to rezone an area legally described as:

483.44 feet east to west and 208.72 feet north to south in the northwest corner of Section 13, being part of ARROWHEAD MEMORIAL PARK, vacated ARROWHEAD MEMORIAL PARK and adjoining right of way on Stebner Road the property is zoned C, Commercial. Said rezone area being more particularly described as follows: The South 208.72 feet of the North 241.72 feet of the West 450.44 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of the NW 1/4) of Section 13, AND the East 33.00 feet of the South 208.72 feet of the North 241.72 feet of the Northeast One-Quarter of the Northeast One-Quarter (NE1/4 of the NE 1/4) of Section 14; all in Township 50 North, Range 15 West, St. Louis County, Minnesota.

is zoned C, Commercial.

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

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

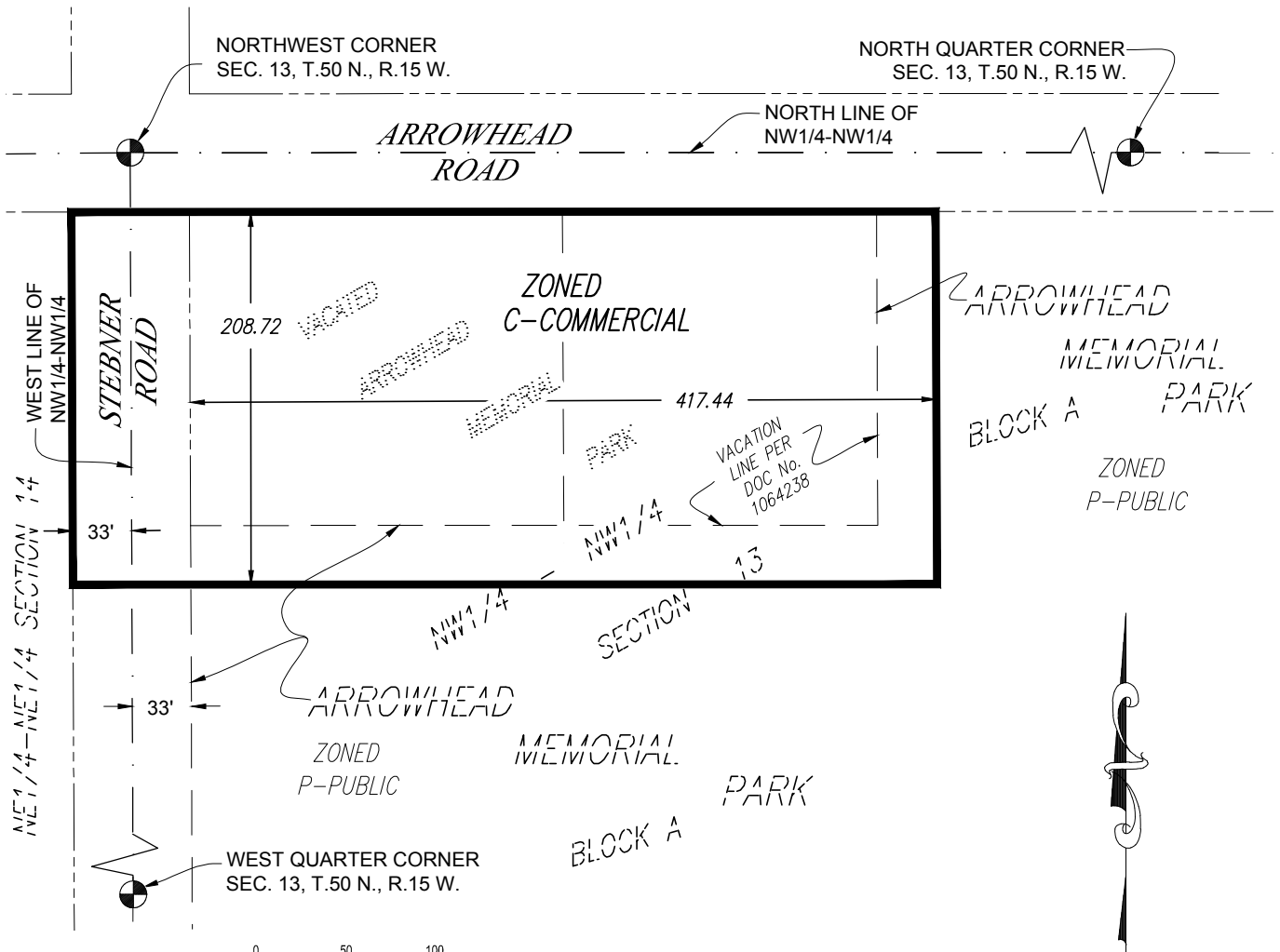
Published: _____

Effective Date: _____

Location Map



EXHIBIT



0 50 100
(SCALE IN FEET)

Basis of Bearing is Grid North,
St. Louis County Transverse
Mercator 96 Coordinate System.

LEGEND

- ZONING DIVISION LINE
- BLOCK LINE
- LOT LINE
- SECTION LINE
- ROAD RIGHT-OF-WAY LINE
- FOUND ALUMINUM CAPPED MONUMENT

DESCRIPTION:

That part of ARROWHEAD MEMORIAL PARK, vacated ARROWHEAD MEMORIAL PARK and adjoining right of way on Stebner Road being more particularly described as follows: The South 208.72 feet of the North 241.72 feet of the West 450.44 feet of the Northwest One-Quarter of the Northwest One-Quarter (NW1/4 of the NW 1/4) of Section 13, AND the East 33.00 feet of the South 208.72 feet of the North 241.72 feet of the Northeast One-Quarter of the Northeast One-Quarter (NE1/4 of the NE 1/4) of Section 14; all in Township 50 North, Range 15 West, St. Louis County, Minnesota.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Paul A. Vogel

License # 44075

Signature:

Date: 6/23/2025

DATE PREPARED: 6/23/25

PROJ NO: 250377

FILE: 250377 Zonin

SHEET 1 of 1 SHEETS



21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446



CITY COUNCIL MEETING DATE: August 4, 2025

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: NorthStar Ford Arena – Change Order Numbers 30 & 31 (KA Change Order #9)

☒ **RESOLUTION:** 2025-122 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve Change Order Numbers 30 & 31 (KA Change Order #9) for the NorthStar Ford Arena in the Amount of \$37,367.69.

BACKGROUND

Kraus Anderson is recommending a number of change orders for the construction of NorthStar Ford Arena. The first one (No. 30) is to replace the existing water heaters in the existing arena. As work was being done it was determined that tank leaked and could not be re-used, so they needed to be replaced.

The second one (No. 31) is to make revisions to the sinks and cabinets in the concession area to comply with health regulations.

This work will be done under KA's contract and is funded from the contingency. It does not change the overall budget, but may increase the need for additional fundraising.

SOURCE OF FUNDS (if applicable)

Arena Project Fund - Contingency

ATTACHMENTS

Resolution
Change Orders

Resolution No. 2025-122

Resolution Approving Change Order Numbers 30 & 31 (KA Change Order #9) For The NorthStar Ford Arena In The Amount Of \$37,367.69

WHEREAS, the City of Hermantown has contracted with Kraus Anderson Construction Company (KA) for construction management services for the NorthStar Ford Arena (“Project”); and

WHEREAS, the City of Hermantown has contracted with Damberg, Scott, Gerzina, Wagner Architects, INC, “DSGW”, Inc (DSGW) for architectural services for the Project, and

WHEREAS, the City Council awarded various scopes to contractors and then assigned those contracts to KA

WHEREAS, KA and DSGW recommend Change Orders No. 30 & 31 for:

Change Order #	Descriptions	Cost
	KA charges	\$1,461.47
30	Delete protective netting along sides of rink	\$19,705.37
31	Additional interior signage	\$16,200.85
	TOTAL	\$37,367.69

WHEREAS, Kraus Anderson Construction Company (KA) has recommended such Change Orders No. 30 & 31 for (“Project”) and

WHEREAS, the necessary documentation for the change order is on file and available for inspection.

WHEREAS, the City Administrator has reviewed the change order and recommends approval.

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

1. Change Orders No. 30 & 31 (KA Change Order #9) are hereby approved.
2. The City is hereby authorized and directed to pay to Kraus Anderson the sum of \$37,367.69 which is the amount represented on Change Orders No. 30 & 31.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors, _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution has been duly passed and adopted August 4, 2025.



KRAUS-ANDERSON®
Construction Company

2000 West Superior Street, Suite 101
Duluth, MN 55806

Owner Change Order

Project: 2222026- Hermantown Hockey Arena Addition
4309 Ugstad Road
Hermantown, MN 55811

Contract Number: 2222026- Hermantown Hockey
Arena Addition

Change Order #: 9

To (Contractor): Kraus-Anderson Construction Company
2000 West Superior Street, Suite 101
Duluth, MN 55806

Change Order Date : 07/18/25

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item	COR #	Description	Amount
270-		KA Add-Ons (Insurances, P&P Bonds, Fee, etc)	Add: \$1,461.47
1	56.00	RFI 62 Existing Water Heaters	Add: \$19,705.37
2	149.00	ASI 46 Concessions Modifications	Add: \$16,200.85
Total For Change Order:			9 Add: \$37,367.69

The original Contract Sum was	\$13,055,590.00
The net change by previously authorized Change Orders was	\$616,251.71
The Contract Sum prior to this Change Order was	\$13,671,841.71
The Contract Sum will be increased by this Change Order	\$37,367.69
The new Contract Sum will be	\$13,709,209.40

The Contract time will be increased by 0 days.

The Date of Substantial Completion as of the date of this Change Order therefore is 12/31/2025

Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Authorized By Owner:

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

By: _____

Date: _____

Accepted By Contractor:

Kraus-Anderson Construction Company
2000 West Superior Street, Suite 101
Duluth, MN 55806

By: _____

Date: _____

Architect/Engineer:

DSGW Architects
2 West First Street, Suite 201
Duluth, MN 55802

By: _____

Date: _____



KRAUS-ANDERSON®

Kraus-Anderson Construction Company
2000 West Superior Street, Suite 101, Duluth, MN 55806

June 16, 2025

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

Reference: Hermantown Hockey Arena Addition
KA Project No.: 2222026-
COR No. 56.00 RFI 62 Existing Water Heaters

Dear John:

In response to the above referenced COR No. 56.00, Kraus-Anderson Construction Company proposes to complete the necessary Work associated with RFI 62 Existing Water Heaters per attached documentation provided herein. Our cost to complete this additional work is an **ADD** of TWENTY THOUSAND FIVE HUNDRED SEVEN AND 43 / 100 Dollars (\$20,507.43).

This proposal assumes that all outstanding proposals previously submitted will be accepted.
This proposal is valid for a period of fourteen (14) days.

Please contact the undersigned should you have any questions concerning the above proposal.

Very truly yours,

Kraus-Anderson Construction Company

Max Vergeldt
Project Manager

Enclosure

Cc: Eric Lagergren, DSGW Architects



KRAUS-ANDERSON®
Construction Company

Project: Hermantown Hockey Arena Addition

Location: Hermantown, MN

Project Number: 2222026-

Project Manager: Max Vergeldt

Date:

COR: 56.00

Description: RFI 62 Existing Water Heaters

Phase Code	Description	Subcontractor Name	Material	Labor	Subcontractors	Est Totals
23.0000.00.	Combined Mechanical Labor	A.G. O'Brien Plumbing & Heating Co	0.00	0.00	19,705.37	19,705.37
	Subtotal		0.00	0.00	19,705.37	19,705.37
01.5214.00.	Copy/Postage/Supplies	0.08%	15.76	0.00	0.00	15.76
01.5230.20.	Telephone - Mobile Phone	0.09%	16.76	0.00	0.00	16.76
01.7950.00.	Warranty Reserve	0.15%	29.61	0.00	0.00	29.61
90.9000.00.	Umbrella Liability Insurance	0.95%	189.30	0.00	0.00	189.30
91.2000.00.	Builders Risk	0.20%	39.77	0.00	0.00	39.77
92.1000.00.	Performance/Payment Bond	0.60%	118.61	0.00	0.00	118.61
	Subtotal		409.81	0.00	19,705.37	20,115.18
	Fee	1.95%				392.25
	Total Construction Costs					20,507.43

Proposal to provide new on-demand water heater system for the existing rink. Original plan was to reuse existing water heaters but it was found that (1) of the existing tanks is leaking and is not suitable for reuse.



CHANGE ORDER TRACKING

PROJECT: NorthStar Arena - Existing Water Heater

DATE

2/13/2025

FLOOR

LABOR				
CRAFT	HOURS	NAME	RATE	TOTAL
PLMB	16.00	JOURNEYMAN - INSTALLATION OF ADDITIONAL PIPING	\$ 110.23	\$ 1,763.68
PLMB	16.00	APPRENTICE - INSTALLATION OF ADDITIONAL PIPING	\$ 98.35	\$ 1,573.60
PLMB	10.00	JOURNEYMAN - INSTALLATION/MOUNTING OF NEW EQUIPMENT	\$ 110.23	\$ 1,102.30
PLMB	10.00	APPRENTICE - INSTALLATION/MOUNTING OF NEW EQUIPMENT	\$ 98.35	\$ 983.50
PLMB	10.00	JOURNEYMAN - RELOCATION OF EXISTING	\$ (110.23)	\$ (1,102.30)
PLMB	10.00	APPRENTICE - RELOCATION OF EXISTING	\$ (98.35)	\$ (983.50)
				\$ -
				\$ -
Labor Total				\$ 3,337.28

MATERIALS			
QUANTITY	PRODUCT	COST	TOTAL
2.00	199K Navien Tankless Water Heater	\$ 1,755.84	\$ 3,511.68
2.00	119 Gallon Storage Tanks	\$ 2,146.56	\$ 4,293.12
2.00	Valve Kits	\$ 123.91	\$ 247.82
1.00	Wire Accessories	\$ 103.76	\$ 103.76
1.00	Additional Pipe and Materials for Installation - SEE ADDITIONAL BREAKDOWN	\$ 4,180.00	\$ 4,180.00
Materials Total			\$ 12,336.38

Total		\$ 15,673.66
Sales tax (Materials Only)	8.875%	\$ 1,094.85
Subtotal		\$ 16,768.51
Markup (Overhead & Profit) on subtotal	10%	\$ 1,676.85
Total contractor costs with markup		\$ 18,445.37
Subcontractor costs	Insulation	\$ 1,200.00
Subcontractor markup	5.0%	\$ 60.00
Total Subcontractor cost with markup		\$ 1,260.00
Bond/Permit	0%	
Total Change Order		\$ 19,705.37

TASK DESCRIPTION
With the addition of the two new water heater and storage tanks there would be some additional piping and configuration to complete.

A.G. O'BRIEN REPRESENTATIVE:

Signature Date

Printed Name | Title

CUSTOMER REPRESENTATIVE:

Signature Date

Printed Name | Title

	SIZE	DESCRIPTION	QTY	MATERIAL COST
	EQUIP	BRONZE RECIRC PUMP	1	\$ 600.60
P R O P R E S S C O P P E R	3/4"	L-HARD TUBE	30	\$ 93.26
		CU-90 ELBOW PxP-- CE200	16	\$ 63.42
		BRZ. UNION PxP-- BU700	12	\$ 371.50
		BRZ. FEMALE ADAPTER CxF- BA110	6	\$ 45.14
		CU. TEE PxPxP-- CT300	10	\$ 75.57
		200 PSI-BALL VLV. PxP MTL HND.--PF585-70	8	\$ 383.95
		250 PSI-IN-LINE-CHECK VLV. PxP-- PF480-Y	4	\$ 418.93
		CU. COUPLING /w STOP-- CC400	4	\$ 15.46
	1-1/2" x3/4"	CU.RED. TEE-CT300	8	\$ 313.36
	1-1/2"	L-HARD TUBE	20	\$ 245.92
		CU-90 ELBOW PxP-- CE200	4	\$ 130.38
		BRZ. UNION PxP-- BU700	4	\$ 396.09
		CU. TEE PxPxP-- CT300	4	\$ 176.34
		200 PSI-BALL VLV. PxP MTL HND.--PF585-70	2	\$ 343.13
		250 PSI-IN-LINE-CHECK VLV. PxP-- PF480-Y	2	\$ 436.36
		CU. COUPLING /w STOP-- CC400	4	\$ 70.67
				\$ 4,180.09

RFI detail

#62.1 Existing Water Heaters



KRAUS-ANDERSON®
Construction Company

Status	Closed
Created on	Dec 12, 2024 by Brady Berkhof (A.G. O'Brien Plumbing & Heating Co.)
RFI type	RFI with Consultants
Ball in court	Brady Berkhof (A.G. O'Brien Plumbing & Heating Co.)
Answered	Apr 24, 2025 by Max Vergeldt (Kraus-Anderson Construction Company)

Question

While working in the building it has been noticed that one of the two existing water heaters that need to be relocated to the upper mechanical room has failed and leaking from the bottom. Would like to know what route to take to replace the unit. Existing leaking water heater is an A.O. Smith BTH-150 300. 100gallon

Suggested answer

I would like to look at doing a couple of Navien on demand water heaters with storage tanks as I feel this is nice replacement and cheaper option with ease of maintenance and replacement for future.

Official response

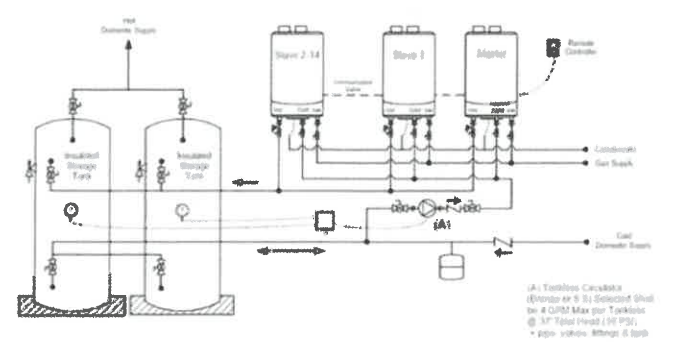
See attached email response received from CMTA.
By **Max Vergeldt** (Kraus-Anderson Construction Company) - Apr 24, 2025, 2:31 PM CDT

Official response attachments

[CMTA RESPONSE.PDF](#), May 12, 2025, 12:55 PM CDT

References and Attachments

Photos (1)



Navien Details
Added on Apr 23, 2025, 11:46 AM CDT
Added by Max Vergeldt

Impact

Cost impact	Yes
Schedule impact	No

Other attributes

Priority	Normal
Discipline	Mechanical
Category	Field condition
Location	-
Location details	Existing Zamboni mechanical room
External id	-
Co-reviewer(s)	 Mechanical Engineer
Responsible Subcontractor	A.G. O'Brien

Activities	By	At
Max Vergeldt changed the status from  Open Answered to  Closed Official response: See attached email response received from CMTA, changed the official response attachment to: CMTA RESPONSE.PDF . set Ball in court to Brady Berkhof (A.G. O'Brien Plumbing & Heating Co.)	Max Vergeldt	May 12, 2025, 12:55 PM CDT
Eric Lagergren changed the status from  Open Answered to  Open Answered set Ball in court to Max Vergeldt (Kraus-Anderson Construction Company)	Eric Lagergren	Apr 24, 2025, 2:31 PM CDT
Max Vergeldt added a reference to a Photo Navien Details	Max Vergeldt	Apr 23, 2025, 11:46 AM CDT
Max Vergeldt changed the status from  Open Answered to  Open Answered changed the due date to Apr 29, 2025 set Ball in court to Eric Lagergren (DSGW Architects)	Max Vergeldt	Apr 23, 2025, 11:45 AM CDT
Max Vergeldt changed the status from  Closed to  Open Answered set Ball in court to Max Vergeldt (Kraus-Anderson Construction Company) changed the ID to 62.1	Max Vergeldt	Apr 23, 2025, 11:45 AM CDT
Per the comment added by AG Obrien, the water heater warranty appears to be expired. Please review the attached suggested on-demand water heater detail and confirm this is an acceptable solution?	Max Vergeldt	Apr 23, 2025, 11:45 AM CDT
Max Vergeldt changed the status from  Open Answered to  Closed set Ball in court to Brady Berkhof (A.G. O'Brien Plumbing & Heating Co.) changed the watchers to Allison Coffman (Kraus-Anderson Construction Company), Dawn Rowan (DSGW Architects), Brady Berkhof (A.G. O'Brien Plumbing & Heating Co.), KA Quality Manager	Max Vergeldt	Jan 9, 2025, 1:20 PM CST
AGO to provide pricing to KA for supplying a new water heater as suggest.	Max Vergeldt	Jan 9, 2025, 1:20 PM CST
I looked up the info on AO Smith website and was shown that it has expired. This might be for parts and not tank. Would you suggest we have the arena maintenance take care of this problem? We have to relocate these units and would rather not do it twice.	Brady Berkhof	Jan 8, 2025, 4:48 PM CST
Eric Lagergren changed the status from  Open Answered to  Open Answered	Eric Lagergren	Jan 7, 2025, 10:26 AM CST

Official response: Gary Tridgell (CMTA, Inc.): if this is the water heater in question does it not fall under a warrenty replacement?
changed the **official response attachment** to:
[IMAGE \(14\).PNG](#), [IMAGE \(15\).PNG](#), [IMAGE \(14\).PNG](#).
set Ball in court to **Max Vergeldt** (Kraus-Anderson Construction Company)

Gary Tridgell

changed the status from  **Open In Review** to  **Open Answered**
set Ball in court to **Eric Lagergren** (DSGW Architects)

Gary Tridgell

Jan 3, 2025, 11:05 AM CST

Gary Tridgell added a response: if this is the water heater in question does it not fall under a warrenty replacement?
added the **response attachment** to:
[IMAGE \(14\).PNG](#), [IMAGE \(15\).PNG](#), [IMAGE \(14\).PNG](#).

Gary Tridgell

Jan 3, 2025, 11:05 AM CST

changed the **watchers** to **Allison Coffman** (Kraus-Anderson Construction Company), **Dawn Rowan** (DSGW Architects), **KA Quality Manager**

Allison Coffman

Dec 16, 2024, 11:44 AM CST

Max Vergeldt

changed the status from  **Open In Review** to  **Open In Review**
set Ball in court to **Gary Tridgell** (CMTA, Inc.)

Max Vergeldt

Dec 16, 2024, 8:25 AM CST

Max Vergeldt

changed the status from  **Open Waiting for Submission** to  **Open In Review**
changed the **due date** to Dec 17, 2024
set Ball in court to **Eric Lagergren** (DSGW Architects)
changed the **ID** to 62
changed the **co-reviewer(s)** to **Mechanical Engineer**

Max Vergeldt

Dec 16, 2024, 8:25 AM CST

Brady Berkhof (A.G. O'Brien Plumbing & Heating Co.) created this RFI in  **Open Waiting for Submission** status and set Ball in court to **Max Vergeldt** (Kraus-Anderson Construction Company).

Brady Berkhof

Dec 12, 2024, 9:58 AM CST



Fw: Hermantown Hockey Arena Addition - RFI #62.1 was commented on by Max Vergeldt (Kraus-Anderson Construction Company)

From Gary Tridgell <Gary.Tridgell@cmta.com>

Date Wed 4/30/2025 7:35 AM

To Vergeldt, Max <max.vergeldt@krausanderson.com>

Get [Outlook for iOS](#)

Gary Tridgell

Construction Administrator

o: (218) 722-3060

c: (218) 343-1672

d: (218) 336-5885

525 S. Lake Avenue, Suite 222 Duluth, MN 55802

From: Ben Felland <ben.felland@cmta.com>

Sent: Wednesday, April 30, 2025 7:15 AM

To: Gary Tridgell <Gary.Tridgell@cmta.com>

Subject: Re: Hermantown Hockey Arena Addition - RFI #62.1 was commented on by Max Vergeldt (Kraus-Anderson Construction Company)

I'm okay with this solution if the warranty is no longer an option. Have AGO size up a system of equal capacity as the failed water heater and send us a submittal. Would they need a drawing to go with this?

Ben Felland, PE

Mechanical Engineer

O: (218) 722-3060

D: (218) 336-5891

[Formerly Obernel Engineering - click for merger announcement](#)

From: Gary Tridgell <Gary.Tridgell@cmta.com>

Sent: Tuesday, April 29, 2025 7:58 PM

To: Ben Felland <ben.felland@cmta.com>

Subject: FW: Hermantown Hockey Arena Addition - RFI #62.1 was commented on by Max Vergeldt (Kraus-Anderson Construction Company)

Wednesday is meeting day – have you had a chance to look at this?

Gary Tridgell

Construction Administrator O: (218) 722-3060
C: (218) 343-1672
D: (218) 336-5885

From: Gary Tridgell <gary.tridgell@cmta.com>
Sent: Wednesday, April 23, 2025 11:52 AM
To: Ben Felland <ben.felland@cmta.com>
Subject: FW: Hermantown Hockey Arena Addition - RFI #62.1 was commented on by Max Vergeldt (Kraus-Anderson Construction Company)

You have an opinion on this?

Gary Tridgell

Construction Administrator O: (218) 722-3060
C: (218) 343-1672
D: (218) 336-5885

From: Autodesk Construction Cloud <reply@acc.autodesk.com>
Sent: Wednesday, April 23, 2025 11:45 AM
To: Gary Tridgell <gary.tridgell@cmta.com>
Subject: Hermantown Hockey Arena Addition - RFI #62.1 was commented on by Max Vergeldt (Kraus-Anderson Construction Company)

External

Kraus-Anderson Construction Company • Hermantown Hockey Arena Addition

You can respond to this item by replying to this email



Max Vergeldt (Kraus-Anderson Construction Company) **added a comment** to the following RFI:

[RFI #62.1 Existing Water Heaters](#)

Official response

Gary Tridgell (CMTA, Inc.): if this is the water heater in question does it not fall under a warrenty replacement?

Attachments:

image (14).png
image (15).png
image (14).png

Per the comment added by AG Obrien, the water heater warranty appears to be expired. Please review the attached suggested on-demand water heater detail and confirm this is an acceptable solution?

Details

Question	While working in the building it has been noticed that one of the two existing water heaters that need to be relocated to the upper mechanical room has failed and leaking from the bottom. Would like to know what route to take to replace the unit. Existing leaking water heater is an A.O. Smith BTH-150 300. 100gallon
Suggested answer	I would like to look at doing a couple of Navien on demand water heaters with storage tanks as I feel this is nice replacement and cheaper option with ease of maintenance and replacement for future.
Official response type	Answered

Status	Answered
Ball in court	Max Vergeldt (Kraus-Anderson Construction Company)
Due Date	December 18, 2024

Participants

Creator	Brady Berkhof (A.G. O'Brien Plumbing & Heating Co.)
Manager	Max Vergeldt (Kraus-Anderson Construction Company)
Reviewers	Gary Tridgell (CMTA, Inc.)
Co-reviewers	Mechanical Engineer

Watchers

Allison Coffman (Kraus-Anderson Construction Company), Dawn Rowan (DSGW Architects), Brady Berkhof (A.G. O'Brien Plumbing & Heating Co.), KA Quality Manager

[View RFI](#)

You can respond to this item by replying to this email

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Email ID: 93d08ee4-09a9-418a-9b6e-b7811ff0159b

Request ID: 015bc25c-e04f-45d4-a1f8-5e0f53e4fe7c

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11

[illegible]

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KRAUS-ANDERSON®

Kraus-Anderson Construction Company
2000 West Superior Street, Suite 101 , Duluth, MN 55806

July 16, 2025

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

Reference: Hermantown Hockey Arena Addition
KA Project No.: 2222026-
COR No. 149.00 ASI 46 Concessions Modifications

Dear John:

In response to the above referenced COR No. 149.00, Kraus-Anderson Construction Company proposes to complete the necessary Work associated with ASI 46 Concessions Modifications per attached documentation provided herein. Our cost to complete this additional work is an **ADD** of SIXTEEN THOUSAND EIGHT HUNDRED SIXTY AND 26 / 100 Dollars (\$16,860.26).

This proposal assumes that all outstanding proposals previously submitted will be accepted. This proposal is valid for a period of fourteen (14) days.

Please contact the undersigned should you have any questions concerning the above proposal.

Very truly yours,

Kraus-Anderson Construction Company

Max Vergeldt
Project Manager

Enclosure

Cc: Eric Lagergren, DSGW Architects



KRAUS-ANDERSON®
Construction Company

Project: Hermantown Hockey Arena Addition

Location: Hermantown, MN

Project Number: 2222026-

Project Manager: Max Vergeldt

Date: 07/16/2025

COR: 149.00

Description: ASI 46 Concessions Modifications

Phase Code	Description	Subcontractor Name	Material	Labor	Subcontractors	Est Totals
12.3000.00.	Casework & Countertops Labor	St. Germain's Cabinet, Inc.	0.00	0.00	(760.00)	(760.00)
23.0000.00.	Combined Mechanical Labor	A.G. O'Brien Plumbing & Heating Co	0.00	0.00	16,960.85	16,960.85
	Subtotal		0.00	0.00	16,200.85	16,200.85
01.5214.00.	Copy/Postage/Supplies	0.08%	12.96	0.00	0.00	12.96
01.5230.20.	Telephone - Mobile Phone	0.09%	13.78	0.00	0.00	13.78
01.7950.00.	Warranty Reserve	0.15%	24.34	0.00	0.00	24.34
90.9000.00.	Umbrella Liability Insurance	0.95%	155.63	0.00	0.00	155.63
91.2000.00.	Builders Risk	0.20%	32.70	0.00	0.00	32.70
92.1000.00.	Performance/Payment Bond	0.60%	97.52	0.00	0.00	97.52
	Subtotal		336.93	0.00	16,200.85	16,537.78
	Fee	1.95%				322.48
	Total Construction Costs					16,860.26



CHANGE ORDER TRACKING

PROJECT: NorthStar Arena - PCO 149

DATE 6/24/2025

FLOOR

LABOR				
CRAFT	HOURS	NAME	RATE	TOTAL
PLMB	7.00	SAN B/G	\$ 110.23	\$ 771.61
PLMB	34.00	SAN A/G	\$ 110.23	\$ 3,747.82
PLMB	20.00	DW A/G	\$ 110.23	\$ 2,204.60
PLMB	14.00	FIXTURES(S-3, S-4, GI-1, TTFD)	\$ 110.23	\$ 1,543.22
PLMB	-2.00	S-2 DEDUCT	\$ 110.23	\$ (220.46)
Labor Total				\$ 8,046.79

MATERIALS			
QUANTITY	PRODUCT	COST	TOTAL
1.00	SAN B/G	\$ 117.30	\$ 117.30
1.00	SAN A/G	\$ 875.86	\$ 875.86
1.00	DW A/G	\$ 481.32	\$ 481.32
1.00	FIXTURES(S-3, S-4, GI-1, (2) TTFD)	\$ 5,574.26	\$ 5,574.26
1.00	S-2 DEDUCT	\$ (1,277.00)	\$ (1,277.00)
Materials Total			\$ 5,771.74

Total		\$ 13,818.53
Sales tax (Materials Only)	8.875%	\$ 512.24
Subtotal		\$ 14,330.77
Markup (Overhead & Profit) on subtotal	10%	\$ 1,433.08
Total contractor costs with markup		\$ 15,763.85
Subcontractor costs	Insulation - CW/HW LINES	\$ 1,140.00
Subcontractor markup	5.0%	\$ 57.00
Total Subcontractor cost with markup		\$ 1,197.00
Bond/Permit	0%	

Total Change Order	\$ 16,960.85
--------------------	--------------

TASK DESCRIPTION
PCO 149 ASSOCIATED ADD FOR CONCESSION AREA REDESIGN

A.G. O'BRIEN REPRESENTATIVE:

Signature Date

Printed Name | Title

CUSTOMER REPRESENTATIVE:

Signature Date

Printed Name | Title

Change Order

Order#: 5

Order Date: 07/14/2025

To: Kraus Anderson - Duluth
 3716 Oneota Street
 Duluth MN 55807

Project: 53430
 NorthStar Ford Arena LAB
 4309 Ugstad Rd
 Hermantown MN 55811

The contractor agrees to perform and the owner agrees to
 pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 189 Christian Heifner

Customer Order:

Specifications Attached ☐

Description of Work	Amount
MOD 111 Concessions	-760.00

Notes

PCO 149 - ASI 46
 MOD 111 Concessions Elevation 8/A7.4
 includes: (2) ULINE Stainless Steel Wire Shelves
 excludes: 3-Comp Sink - by others
 ADD Stanard Stainless Steel Cabinet Legs to 111 Concessions Casework

Negative changes will lower the overall contract
 price requiring no additional payment by owner.

Requested Amount of Change

-\$760.00

The original Contract Sum was	\$26,565.00
Net change by previous Change Orders	\$37,644.93
The Contract Sum prior to this Change Order	\$64,209.93
The Contract Sum will be changed by this Change Order	-\$760.00
The new Contract Sum including this Change Order will be	\$63,449.93
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____



KRAUS-ANDERSON®
Construction Company

2000 West Superior Street, Suite 101
Duluth, MN 55806

Request For Proposal

Project:	2222026- Hermantown Hockey Arena Addition 4309 Ugstad Road Hermantown, MN 55811	PCO #:	149
		Date:	06/12/2025
To:	Tyler Brue, A.G. O'Brien Plumbing & Heating Co. Jill Hammer, Contract Tile & Carpet, LLC Scott Maniak, St. Germain's Cabinet, Inc.		

Please provide a cost breakdown in accordance with the Contract Documents and a Summary for the Change described herein and on the attachments (if any) listed. All responses are required within seven (7) days.

This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, this change will be included in a Change Order, which will provide the formal Contract Change.

DESCRIPTION OF PROPOSAL:

Please provide pricing for any changes/revisions to your scope of work per the attached ASI 46 regarding modifications to Concessions per the MN Dept of Health requirements.

Attachments: ASI 46 dated 5.30.25

☐ We have reviewed the PCO and acknowledge that it is a "no change" item and does not affect our completion date.

Signed By: _____ Date: _____

Company Name: _____

ASI Architects Supplemental Instructions



Project Name NorthStar Ford Arena
Project No 022058.00

Project Address 4309 Ugstad Road
Owner City of Hermantown

Contractor Name Kraus Anderson

ASI No 46

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

If these supplemental instructions cause a change in the Contract Sum or Contract Time, submit a Proposal Request to the Architect for review and comment. DO NOT PROCEED with the Work until the Proposal Request is approved by the Architect.

ASI Date
5/30/2025

ASI Title
Concessions Modifications

ASI Description

See attached DSGW ASI Memo # 46 memo dated May 30th, 2025 for modifications to concessions.

ASI Attachments

- 1  22058 DSGW ASI 46 Memo.pdf
- 2
- 3



MEMO

project NorthStar Ford Arena
Hermantown, Minnesota
project # 022058.00
date May 30, 2025
subject ASI 46 – Concessions Modifications
from Eric Lagergren DSGW Architecture
to Kraus Anderson
cc file

Modifications per Minnesota Department of Health requirements.

A2.1B First Floor Plan – Area B

1. 1/A2.1B: REVISED Concessions 111 layout to include 3-compartment sink.

A7.1 Finish Schedules

1. Room Finish Schedule: REVISED to indicate cove base.

A7.4 Enlarged Plans – Toilets & Concessions

1. 2/A7.4: REVISED to include 3-compartment sink and modified casework configuration. REVISED associated interior elevations accordingly.

A8.2 Casework Details

1. 6-7/A8.2: REVISED base to stainless steel legs at details as shown clouded.
2. 9/A8.2: ADDED

See attached CMTA Supplemental Instructions - ASI 46, dated 05/30/2025 for concessions area modifications.

Attachments:

- Drawing Sheets: A2.1B, A7.1, A7.4, and A8.2 (30x42)(4 pages)
- CMTA ASI 46 (22 - 8.5x11; 6 - 30x42)(28 pages)

END OF MEMO

Architectural floor plan of the 1st floor, Area B, showing a complex layout of rooms, corridors, and structural elements. The plan includes numerous dimensions, room numbers, and annotations. Key features include a large central hall, several smaller rooms, and a curved section on the left. Annotations include "SEE DB-SHEETS FOR ICE SHEET LAYOUT AND DETAILS", "SEE DB-SHEETS FOR DROKER BOARD DETAILS", and "SEE DB-SHEETS FOR DROKER BOARD DETAILS". The plan is oriented with North at the top.

FIRST FLOOR PLAN
- AREA B

A2.1B

NORTHSTAR FORD ARENA

4309 USTAD RD
HERMANTOWN, MN 55811

project #: 072008.00
date: 8/30/2008
drawn by: EAT, JMS, AB
checked by: DMB, ET

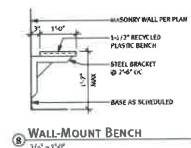
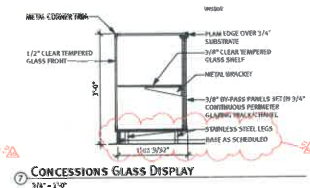
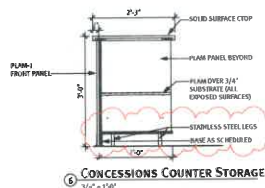
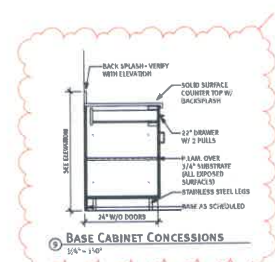
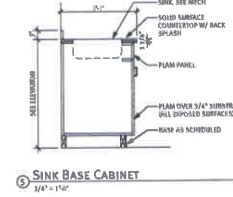
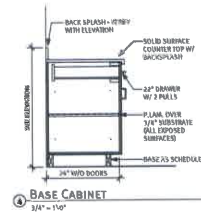
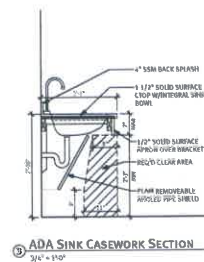
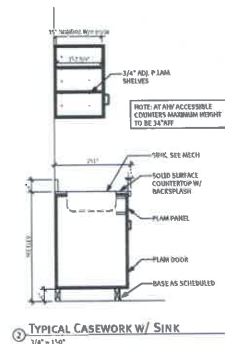
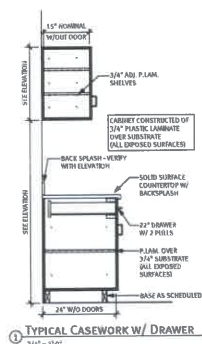
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

John E. Erickson

signature: JOHN E. ERICKSON, M.Arch, LEED AP
printed name: J. E. ERICKSON
reg. #: 24137
exp. date: 06/14/2014

revision / name	date
1/1/10	08/30/2008
2/1/10	08/30/2008
3/1/10	08/30/2008
4/1/10	08/30/2008

CASEWORK
DETAILS
sheet title:
sheet number:
A8.2



SUPPLEMENTAL INSTRUCTIONS – ASI-46

Date	05/30/2025
Project #	2023232
Project Name	Northstar Ford Arena
Project Location	Hermantown, MN
Description	Concessions Area Modifications.

The work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

Specifications

ITEM NO. 1 22 10 06 Plumbing Piping Specialties

- A. Grease Interceptor Added

ITEM NO. 2 22 40 00 Plumbing Fixtures

- A. S-3 (3 compartment sink) added to specifications.
- B. S-4 (stainless steel hand sink) added to specifications.

Drawings

ITEM NO. 3 P2.0B – FOUNDATION PLAN AREA B - PLUMBING

- A. Revise sanitary piping to accommodate S-3 and S-4 sinks, grease interceptor, and required tell-tale floor drain.

ITEM NO. 4 P2.1B – FIRST FLOOR PLAN AREA B - PLUMBING

- A. Revised plumbing fixtures to include S-3 and S-4 sinks, grease interceptor, tell-tale floor drain.
- B. Revise domestic water piping to serve new plumbing fixture locations.
- C. Revised location of OB-1
- D. Revised sanitary vent routing

ITEM NO. 5 P2.2B – SECOND FLOOR PLAN AREA B – PLUMBING

- A. Revised routing of domestic hot water piping

ITEM NO. 6 P3.1 – PLUMBING RISERS

- A. Riser diagram 4/P3.1 revised for new concessions layout

ITEM NO. 7 M6.1 – MECHANICAL DETAILS

- A. Detail 4/M6.1 shown for floor mount grease interceptor

ITEM NO. 8 M7.0 – MECHANICAL BID PACK 2 SCHEDULES

- A. Grease interceptor schedule added to schedule sheet

Respectfully,
CMTA



Ben Felland, PE

Attachment(s):

- Specification section 22
- Specification 22 40 00 Plumbing Fixtures
- Drawing Sheets P2.0B, P2.1B, P2.2B, P3.1, M6.1, M7.0

SECTION 221006
PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Drains.
- B. Cleanouts.
- C. Hose bibbs.
- D. Hydrants.
- E. Washing machine boxes and valves.
- F. Refrigerator valve and recessed box.
- G. Backflow preventers.
- H. Double check valve assemblies.
- I. Water hammer arrestors.
- J. Sanitary waste interceptors. ← ASI-46
- K. Thermostatic Recirculation Valve (TRV)

1.2 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years documented experience.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Specialties in Potable Water Supply Systems: Provide products that comply with NSF 61 and NSF 372 for maximum lead content.

2.2 DRAINS

- A. Manufacturers:
 - 1. Jay R. Smith Manufacturing Company: www.jayrsmith.com.
 - 2. Josam Company: www.josam.com.
 - 3. Zurn Industries, LLC: www.zurn.com.
 - 4. Substitutions: See Section 016000 - Product Requirements.
- B. Roof Drains:
 - 1. Assembly: ASME A112.6.4.
 - 2. Body: Lacquered cast iron with sump.
 - 3. Strainer: Removable cast aluminum dome with vandal proof screws.
 - 4. Accessories: Coordinate with roofing type.
 - a. Membrane flange and membrane clamp with integral gravel stop.
 - b. Adjustable four bolt under deck clamp with stainless steel bolts and nuts.

- 5. Manufacturers:
 - a. Jay R. Smith Manufacturing Company: www.jrsmith.com/#sle.
 - b. Menzies Metal Products; Clamp-Tite Spun Aluminum Drain (Small Bowl):
www.menzies-metal.com/#sle.
- C. Downspout Nozzles:
 - 1. Bronze round with straight bottom section.
- D. Area Drains:
 - 1. Assembly: ASME A112.6.4.
 - 2. Body: Lacquered cast iron with sump.
 - 3. Strainer: Round nickel-bronze.
- E. Floor Drain (FD and EFD):
 - 1. ASME A112.6.3; lacquered cast iron or stainless steel, two piece body with double drainage flange, weep holes, reversible clamping collar, round, adjustable nickel-bronze strainer and separate deep seal trap. For floor drains in mechanical rooms, provide a recessed strainer.
 - 2. **For slab on grade or inaccessible locations, provide floor drains with integral floor-level cleanouts.**
- F. Funnel Floor Drain (FFD):
 - 1. ASME A112.6.3; lacquered cast iron or stainless steel, two piece body with double drainage flange, weep holes, reversible clamping collar, and round, adjustable nickel-bronze strainer with polished bronze funnel or anti-splash rim.
 - 2. **For slab on grade or inaccessible locations, provide floor drains with integral floor-level cleanouts.**
- G. Prefabricated Trench Drain (TD-1): Trench drain system assembled from factory fabricated, polymer concrete castings in standard lengths and variable depths, with integral joint flanges and integral grating support rails; includes joint gaskets and grating.
 - 1. Basis of Design: ACO Polymer Products, Inc., KlassikDrain; KS100:
www.acousa.com.
 - 2. Load Class: DIN 19580, Class E.
 - 3. Grating Material and Style: Longitudinally slotted ductile iron.
 - 4. Trench Width: 8 inches.
 - 5. Trench Section Length: Per Manufacturer.
 - 6. Grating Support Rail: Stainless steel.
 - 7. Accessories:
 - a. Oval to round pipe connection.
 - b. Vertical outlet strainer.
- H. Floor Sink (FS):

1. Square lacquered cast iron body with integral seepage pan, epoxy coated interior, aluminum dome strainer, nickel bronze frame, half grate. Provide separate deep seal trap.
2. **For slab on grade or inaccessible locations, provide floor drains with integral floor-level cleanouts.**

2.3 CLEANOUTS

A. Manufacturers:

1. Jay R. Smith Manufacturing Company: www.jayrsmith.com.
2. Josam Company: www.josam.com.
3. Zurn Industries, LLC: www.zurn.com.
4. Wade.
5. Watts
6. Substitutions: See Section 016000 - Product Requirements.

B. Cleanouts at Exterior Surfaced Areas (CO):

1. Round cast nickel bronze access frame and non-skid cover.

C. Cleanouts at Interior Finished Floor Areas (CO):

1. Lacquered cast iron body with anchor flange, reversible clamping collar, threaded top assembly, and round gasketed scored cover in service areas and round gasketed depressed cover to accept floor finish in finished floor areas.

D. Cleanouts at Interior Finished Wall Areas (CO):

1. Line type with lacquered cast iron body and round epoxy coated gasketed cover, and round stainless steel access cover secured with machine screw.

E. Cleanouts at Interior Unfinished Accessible Areas (CO): Calked or threaded type.

Provide bolted stack cleanouts on vertical rainwater leaders.

2.4 ZAMBONI FILL HOSE REEL

- A. Provide ReelCraft Ultimate Duty large frame hose reel with both motor drive and back-up hand crank return for 1-1/4" inside diameter hose. Provide 250' of 1" oil-resistant rubber heavy hose with couplings, hose nozzle with valve, and vacuum breaker up to hose reel.

2.5 HOSE BIBBS

A. Manufacturers:

1. Watts Regulator Company: www.wattsregulator.com/#sle.
2. Zurn Industries, LLC: www.zurn.com.
3. Chicago952.
4. Substitutions: See Section 016000 - Product Requirements.

B. Interior Hose Bibb (HB-1):

1. Bronze or brass with integral mounting flange, replaceable hexagonal disc, hose thread spout, chrome plated where exposed with lockshield and removable key, integral vacuum breaker in compliance with ASSE 1011.
- C. Interior Mixing Type Hose Bibbs (MF-1):
1. Bronze or brass, wall mounted, double service faucet with hose thread spout, integral stops, chrome plated where exposed with handwheels, and vacuum breaker in compliance with ASSE 1011.

2.6 HYDRANTS

- A. Manufacturers:
1. Woodford
 2. Zurn Industries, LLC: www.zurn.com.
 3. Watts.
 4. Substitutions: See Section 016000 - Product Requirements.
- B. Wall Hydrants (WH-1):
1. ASSE 1019; freeze resistant, self-draining type with chrome plated lockable recessed box hose thread spout, lockshield and removable key, and integral vacuum breaker.
 2. Similar to Woodford Model 67.
- C. Wall Hydrant (WH-2)
1. Similar to WH-1 above, provide 1" NPS for rink fill.

2.7 WASHING MACHINE BOXES AND VALVES (WMT-1)

- A. Box Manufacturers:
1. IPS Corporation/Guy Gray FRM12SSHA High Temperature Resin: www.ipscorp.com.
 2. Oatey Supply Chain Services, Inc: www.oatey.com/#sle.
 3. Substitutions: See Section 016000 - Product Requirements.
- B. Valve Manufacturers:
1. IPS Corporation[<>]: www.ipscorp.com.
 2. Substitutions: See Section 016000 - Product Requirements.
- C. Description: Plastic preformed rough-in box with brass valves with single lever handle, socket for 2 inch waste, slip in finishing cover. Integral hammer arresters.

2.8 DRAIN BOX (OB-1)

- A. Box Manufacturers:
1. IPS Corporation/Guy Gray FRM12SSHA High Temperature Resin: www.ipscorp.com.
 2. Oatey Supply Chain Services, Inc: www.oatey.com/#sle.
 3. Substitutions: See Section 016000 - Product Requirements.

- B. Description: Plastic preformed rough-in box, socket for 2 inch waste, slip in finishing cover.

2.9 REFRIGERATOR VALVE AND RECESSED BOX (IMT-1)

A. Box Manufacturers:

1. IPS Corporation/Guy Gray FRIB12ABS High Temperature Resin : www.ipscorp.com
2. Oatey Supply Chain Services, Inc: www.oatey.com/#sle.
3. Substitutions: See Section 016000 - Product Requirements.

B. Valve Manufacturers:

1. IPS Corporation[<>]: www.ipscorp.com.
2. Substitutions: See Section 016000 - Product Requirements.

- C. Description: High Temperature Resin preformed rough-in box with quarter turn brass valve, slip in finishing cover.

2.10 BACKFLOW PREVENTERS

A. Manufacturers:

1. Watts Regulator Company, a part of Watts Water Technologies:
www.wattsregulator.com.
2. Substitutions: See Section 016000 - Product Requirements.

B. Reduced Pressure Backflow Preventers:

1. ASSE 1013; bronze body with bronze internal parts and stainless steel springs; two independently operating, spring loaded check valves; diaphragm type differential pressure relief valve located between check valves; third check valve that opens under back pressure in case of diaphragm failure; non-threaded vent outlet; assembled with two gate valves, strainer, and four test cocks.
 - a. Pipe sizes greater than 2": Watts Series 909 or Wilkinson

2.11 DOUBLE CHECK VALVE ASSEMBLIES

A. Manufacturers:

1. Watts Regulator Company, a part of Watts Water Technologies:
www.wattsregulator.com.
2. Substitutions: See Section 016000 - Product Requirements.

B. Double Check Valve Assemblies:

1. ASSE 1012; Bronze body with corrosion resistant internal parts and stainless steel springs; two independently operating check valves with intermediate atmospheric vent.
 - a. Provide Watts Series 709, Watts 757, or approved equal.

2.12 WATER HAMMER ARRESTORS

A. Manufacturers:

1. Sioux

2. Josam
3. Smith
4. Watts
5. Zurn
6. Substitutions: See Section 016000 - Product Requirements.

B. Water Hammer Arrestors:

1. Shock absorbers shall be constructed with wrought copper, hydro-pneumatic air cushion, triple O-ring sealed piston and threaded wrought copper male inlet.

2.13 SANITARY WASTE INTERCEPTORS

A. Manufacturers:

1. Schier.
2. ACO.
3. Substitutions: See Section 016000 - Product Requirements.

B. Grease Interceptor (GT-1):

1. Install Schier GB-1, 20 gallon per minute flowrate, 70 pounds grease retention capacity.
2. Construction:
 - a. Material: HDPE
 - b. Accessories: Removable baffle assembly, internal air relief, internal flow control.
 - c. Cover: HDPE water/gas-tight seal with weight capacity of 450lbs.

2.14 DIGITAL MIXING VALVE:

- A. Furnish and install a thermostatic water mixing valve station where shown on the drawings. ASI-46
- B. Mixing valve shall be sized for 60 gpm at a 5 psi pressure drop across the valve.
- C. Construction shall be lead free* design and in compliance with lead free laws. Digital water temperature control and monitoring system shall feature user interface panel. Temperature adjustment shall be made locally by user at the control module and shall not require a laptop computer or special software to initiate.
- D. System shall control water temperature to +/- 2°F in accordance with ASSE 1017 and during periods of low and zero demand, and maintain a consistent system "idling" temperature to mitigate "temperature creep" without the use of a manual throttling device/balancing valve.
- E. System shall digitally monitor and display the following without the use of an external module, laptop and special software that must be downloaded:
 1. Hot and cold-water inlet supply temperature in degrees F.
 2. Mixed outlet temperature and mixed outlet set point in degrees F.
 3. Mixed outlet flow in gallons per minute.

- F. Control module shall integrate with building automation systems through Bacnet and Modbus protocols without the use of a separate module, and feature local and remote temperature alarms.
- G. In the event of a power failure or loss of cold water, system will close the hot water supply via an internally charged capacitor and is not reliant on batteries which must be replaced. Actuator shall also feature a manual override which can be used to set mixed outlet temperature in the event of a power loss.
- H. System shall be listed/approved to ASSE 1017, cUPC, NSF, CSA 24/UL873 and BTL (Bacnet Testing Laboratories), and should be mounted on a heavy-duty strut and factory-tested as a complete unit. System shall come with a standard 5-year limited warranty.
- I. Unit shall be similar to Powers IntelliStation **LFIS150**.
- J. Domestic water re-circulation pump shall be furnished with the package. Consult pump schedule for additional information.
- K. Acceptable manufacturers shall be Powers, Armstrong or an approved equal.

2.15 AIR VENTS

- A. Manufacturers:
 - 1. Cash Acme, a brand of Reliance Worldwide Corporation: www.cashacme.com/#sle.
 - 2. ITT Bell & Gossett: www.bellgossett.com/#sle.
 - 3. Taco, Inc: www.taco-hvac.com/#sle.
- B. Manual Type: Short vertical sections of 2 inch diameter pipe to form air chamber, with 1/8 inch brass needle valve at top of chamber.
- C. Float Type:
 - 1. Brass or semi-steel body, copper, polypropylene, or solid non-metallic float, stainless steel valve and valve seat; suitable for system operating temperature and pressure; with isolating valve.
 - 2. Cast iron body and cover, float, bronze pilot valve mechanism suitable for system operating temperature and pressure; with isolating valve.

2.16 THERMOSTATIC RECIRCULATION VALVE (TRV)

- A. Manufacturers:
 - 1. Therm-Omega-Tech, Inc., Circuit Solver™ TRV
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Furnish and install as indicated on the plans, a thermostatically controlled recirculation valve (TRV) in the domestic hot water piping. TRV shall be self-contained and fully automatic without additional piping or control mechanisms.
 - 1. TRV shall regulate the flow of recirculated domestic hot water based on water temperature entering the TRV regardless of system operating pressure.

- a. When fully closed the TRV shall bypass a minimum of 0.1 GPM hot water to maintain dynamic control of the recirculating loop.
 - b. TRV shall be factory adjustable from 105 degree F (40.5 C) to 140 F (60 C) as required by project conditions.
 - 1) Fully open TRV shall modulate towards a minimum closed position upon sensing a water temperature above 3 F of set point.
 - c. TRV shall be available in sizes ranging from ½ inch NPT to 2" NPT.
- C. TRV body and all internal components shall be constructed of stainless steel with major components constructed of type 303 stainless steel.
- 1. TRV sizes ½ inch through 2 inch shall be rated to 200 PSIG maximum working pressure.
 - a. All TRV shall be standard tapered female thread, NPT.
 - 2. All TRV shall be rated to 300 degree F (148.9 C) maximum working temperature.
 - 3. TRV shall be ANSI/AWWA C800 compliant.
 - 4. All TRV shall be NSF-61 certified for use in all domestic water systems.
 - 5. Thermal actuator shall be spring operated and self cleaning, delivering closing thrust sufficient to keep orifice opening free of scale deposits.
 - a. Thermal actuator shall be rated for a minimum of 200,000 cycles.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Ensure clearance at cleanout for rodding of drainage system.
- C. Encase exterior cleanouts in concrete flush with grade.
- D. Install floor cleanouts at elevation to accommodate finished floor.
- E. Install approved potable water protection devices on plumbing lines where contamination of domestic water may occur; on boiler feed water lines, janitor rooms, fire sprinkler systems, premise isolation, irrigation systems, flush valves, interior and exterior hose bibbs, zamboni fill supply lines.
- F. Pipe relief from backflow preventer to nearest drain.
- G. Drain lines for roof hydrants shall be routed to nearest floor drain or mop basin.
- H. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping to lavatory sinks, flush valves, solenoid valves, quick closing valves and/or as indicated on drawings.
- I. Installation of TRV shall be made by qualified tradesmen. Install TRV in each domestic hot water return piping branch beyond last hot water device in that branch.

1. Lead free Isolation valves, union, and strainer are provided with the Circuit Solver assembly.
2. Provide suitable access panel as required in non-accessible ceilings and walls.

END OF SECTION 221006

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SECTION 224000
PLUMBING FIXTURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Water closets.
- B. Urinals.
- C. Lavatories.
- D. Sinks.
- E. Service sinks.
- F. Mop basins.
- G. Electric water coolers.
- H. Showers.
- I. Wash fountains.
- J. Emergency showers.

1.2 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- C. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.4 REGULATORY REQUIREMENTS

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Accept fixtures on site in factory packaging. Inspect for damage.
- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.6 WARRANTY

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for electric water cooler.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

- B. This Contractor shall submit a portfolio showing fixtures and trimmings to the Architect for his approval.

2.2 FIXTURE SUPPORT AND FASTENINGS

- A. All fixtures shall be securely anchored independent of finished wall.
- B. Fastening to masonry walls shall be by brass bolts or machine screws in lead sleeve type anchorage units, or 1/4 inch brass expansion bolts of sufficient length to extend at least 3 inches into solid masonry.
- C. Fastening to wood partitions shall be by the use of round head brass wood screws. Wood screws shall go into solid wood, such as wood inserts, floor joists, studs, or 2" x 6" set between studs.
- D. Fixture fastening with steel stud partitions shall be done by bolting or welding a 3/8" x 6" wide steel plate to studs and extending the plate one stud beyond the first and last fixture mounting points or provide an equivalent rigid mounting frame in wall. Fixture carriers shall be provided where noted.
- E. All water supply pipe stubs through walls to shower heads and to flush valves shall be securely anchored within the wall or plumbing space.

2.3 ACCESSORIES

- A. Carriers:
 - 1. See Fixtures
- B. Stops
 - 1. Faucet, stop valves, traps, etc., shall be heavy cast brass. Water lines to all individual fixtures shall be equipped with high grade chromium plated brass compression stop valves. Each individual fixture shall be provided with valves on the supply lines.
 - a. Stop valves shall be similar to Brass Craft KTCR19X C, 1/4 turn ball valve, chrome plated, with Tee handle.
 - b. Stop valves with dual outlets for coffee makers, dishwashers, etc., shall be similar to Brass Craft CR1901LR1, Multi turn compression valves.
- C. Undercounter Dishwashers shall be connected via approved air gap fitting.

2.4 MANUFACTURERS

- A. China Fixtures
 - 1. American Standard, Kohler, Sloan, Zurn Commercial or approved equal.
- B. Fixture Carriers
 - 1. Josam, Wade, Smith, Zurn, Watts, Toto or approved equal.
- C. Flush Valves:
 - 1. Toto, or approved equal.
- D. Trim:

1. American Standard, Kohler, Chicago Faucet, Symmons or approved equal.
- E. Seats:
1. Bemis, Beneke, Church, Toto, or approved equal.
- F. Sinks:
1. Elkay, Just, or approved equal.
- G. Lavatories:
1. Sloan, Kohler, or approved equal.
- H. Washfountains:
1. Bradley, Sloanstone, Acorn, or approved equal.
- I. Electric Water Coolers:
1. Halsey Taylor or approved equal.
- J. EW, EWES:
1. Stingray, Guardian, Speakman, or approved equal.
- K. Thermostatic Mixing Valves
1. Acorn, Halsey, or Symmons
- L. Shower Valve:
1. Symmons, or approved equal.
- M. MB and Laundry Tubs:
1. Fiat, Swan, Zurn Jonespec, Mustee, Acorn, or approved equal.
- N. Washer Trim, Ice Machine Trim:
1. Oatey or approved equal.
- O. Trap Wraps:
1. Brocar, Truebro, Plumberex, Lav-Guard, or approved equal.
- P. Water Efficiency: EPA WaterSense label is required for all water closets, urinals, lavatory faucets, and showerheads.

2.5 FIXTURES

- A. L-1, Lavatory:
1. Lavatory: Sloan SS-3003, Wall hung, Vitreous china with anti-microbial glaze, with back, anti-splash rim, arm support carrier, ADA.
 2. Trim: TOTO Model #TEL105-D10ET. The faucet shall have hydropowered self-generating, EcoPower System. The faucet shall have maximum of 10 seconds on demand flow (0.09gpc), or 20 seconds continuous flow (0.19gpc). Product shall have anti-scald shape memory alloy thermostatic mixing valve. The faucet shall have self-adjusting sensor.
 3. Supplies: 3/8" angle supplies flexible tube riser, brass stops, chromard finish.
 4. Trap: 1-1/2" adjustable chrome-plated brass "P" trap.
 5. Refer to architectural interior elevations for mounting height

B. WC-1, Water Closet:

1. Closet: American Standard Afwall 3351, wall hung, flush valve, vitreous china with anti-microbial glaze, siphon jet, elongated bowl, fully glazed trapway, 1-1/2" top spud, bolt caps, 1.28 gallon flush.
2. Flush Valve: Toto Model TET1LA32#CP Eco-Power High-Efficiency Toilet Flush Valve, 1.28 GPF. Sensor activated, piston type flushometer with hydropower self-generating system. Angle stop, vacuum breaker, spud nut and escutcheon and sweat solder kit. valve to have manual override button and 24 hour automatic flush for trap seal protection.
3. Seat: Bemis 1955C white solid plastic, check hinge, self-sustaining, stainless steel hinge posts, open front, less cover.
4. Carrier: For applications with wide chase or where the wall thickness exceeds 8" provide manufacturer's bolt and nipple support.
5. Mounting: ADA fixtures indicated with plumbing fixture suffix 'A'. Verify locations and mounting heights with architectural details and wall sections.

C. WC-2, Water Closet

1. Closet: American Standard Madera ADA Height, Floor mount, flush valve, vitreous china, siphon jet, elongated bowl, fully glazed trapway, 1-1/2" top spud, bolt caps, 1.6 gallon flush.
2. Flush Valve: Sloan Royal 111-1.6, 1.6 gallons per flush
3. Seat: Bemis 1955C white solid plastic, check hinge, self-sustaining, stainless steel hinge posts, open front, less cover.

D. U-1, Urinal:

1. Urinal: American Standard Washbrook 6590, wall hung, flush valve, vitreous china with anti-microbial glaze, siphon jet, 3/4" top spud, integral flushing rim, universal carrier.
2. Flush Valve: Toto TEU1UA12#CP EcoPower Ultra High-Efficiency Urinal Flush Valve, 0.125 GPF, polished chrome finish. Piston-type flushometer with hydropower self-generating system. Angle stops, vacuum breaker, spud nut and escutcheon and sweat solder kit. Valve to have manual override button and 12 hour automatic flush for trap seal protection.
3. Mounting: ADA fixtures indicated with plumbing fixture suffix 'A'. Verify locations and mounting heights with architectural details and wall sections.

E. SH-1, Shower:

1. Trim: Symmons 9600-PLR, single lever control, pressure balancing anti-scald valve with 1/4 turn integral check stops, Duro showerhead model 362SH, 1.5 gpm, chrome plated with shower arm and wall flange.

2. Floor Drain: Zurn GR-FSO5 square stainless steel strainer, cast iron clamping collar
3. Mounting: Refer to architectural wall sections and details.

F. SH-2, ADA Shower:

1. Trim: Symmons 9600-PLR, single lever control, pressure balancing anti-scals valve with 1/4 turn integral check stops, shower system kit T-600B-V including 1.5 gpm hand shower w/ 60" flexible metal hose, wall elbow with flange, in-line vacuum breaker, and 36" slide/grab bar. Hand shower system shall have all metal parts (no plastic). ADA Compliant.
2. Floor Drain: Zurn GR-FSO5 square stainless steel strainer, cast iron clamping collar

G. S-1, Countertop Sink:

1. Sink: Elkay LRAD3321, Countertop, single compartment, type 304, 18-8 stainless steel, 18 gauge, self-rimming, back ledge, rear center drain placement.
2. Trim: Chicago 2300-ABCP with swing spout, single lever control, ceramic disk cartridge, aerator, LKPD1 seamless stainless steel strainer.
3. Trap: Chrome plated cast brass "P" trap.
4. Supplies: 3/8" angle supplies with flexible tube riser, brass stops, chromard finish.
5. Thermostatic Mixing Valve: Lawler TMM-1070-LPM, Lead Free, ASSE 1070 Certified, bronze body point of use mixing valve with 3/8" inlet and outlet compression connections and mounting bracket.
6. Size: 22" x 19-1/2" x 6-1/2"
7. Trap Guard: Truebro Lav Guard Model 102 E-Z, P-trap and wall supplies insulation kit.
8. Mounting: ADA fixtures indicated with plumbing fixture suffix 'A'. Verify locations and mounting with architectural details and wall sections.

H. S-2, Sink:

1. Sink: Elkay LR3319, Countertop, double compartment, type 304, 18-8 stainless steel, 18 gauge, self-rimming, back ledge.
2. Trim: Chicago 2302-VPAABCP with gooseneck spout, single lever control, ceramic disk cartridge, aerator, LK-35 stainless steel basket strainer.
3. Trap: Chrome plated cast brass "P" trap.
4. Supplies: 3/8" angle supplies with flexible tube riser, brass stops, chromard finish.
5. Size: 33" x 19-1/2" with two (2) 14" x 14" x 7-5/8" bowls
6. Trap Guard: Truebro Lav Guard Model 102 E-Z, P-trap and wall supplies insulation kit.

I. S-3, Three Compartment Sink

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1. Eagle Group Stainless Steel 90" x 27-1/2" x 44" 18 Gauge Three Compartment Sink w/ 18" Left and Right Drainboard and Stainless Steel Legs. Sink is manufactured from 18 gauge 300 series Stainless Steel with a #4 Finish , Center drain placement.
 2. Trim: T&S B-2187-01 with 44" flexible stainless steel hose w/ spring, and B-0107 spray valve, quarter-turn lever handles, 14" gooseneck faucet with aerator, B-3952 stainless steel removable strainer with twistle handle closure
 3. Trap: Chrome-plated cast brass P-trap.
 4. Supplies: 1/2" angle supplies with flexible tube riser, brass stops with integral check valves, chromed finish.
- J. S-4, Stainless Steel Hand Sink
1. Sink: Regency 600HS17SP 17"x15" Wall-Mounted Sink with Left and Right sidesplash guards, 20 gauge type 304 stainless steel sink and 18 gauge type 304 stainless steel splash guards.
 2. Trim: Include 8" gooseneck faucet and 3-1/2" drain baskets with strainer, and 1-1/2" IPS drain connection.
 3. Trap: Chrome-plated cast brass P-trap.
 4. Supplies: 3/8" angle supplies with flexible tube riser, brass stops, chromed finish.
- K. EWC-1, Electric Water Cooler with Bottle Filler: Halsey Taylor

1. Halsey Taylor, HTHB-HAC8BLPV-NF or similar, dual height, wall hung water cooler and bottle filling station, touch controls front and side, stainless steel top and vinyl clad steel cabinet. Bottle filler shall be sensor activated.
2. Cooler shall have the capacity to cool 8 GPH to 50°F with inlet water at 80°F and 90°F room temperature. Compressor shall be 1/6 HP, 120 volt. Tank shall be lead-free. Provide Flexi-Guard Safety Bubbler.
3. Refer to architectural wall sections and details for mounting heights and locations.

L. EWES-1, Emergency Eye Wash/Shower Combination

1. All emergency eye/wash showers shall be packaged from the factory including all connecting piping between components. Field fabricated piping shall not be allowed.
2. Guardian G1902P Combination eyewash and shower safety station. Eyewash features a plastic bowl with two spray-type outlet heads that deliver a flood of water for rinsing eyes.
3. Shower Head: 10" diameter orange ABS plastic with 20 GPM flow control.
4. Shower Valve: 1" IPS chrome plated brass stay-open ball valve. Valve is US-made with chrome plated brass ball and PTFE seals. Furnished with stainless steel actuating arm and 29" stainless steel pull rod.
5. Spray Head Assembly: Two spray heads. Each head has a "flip top" dust cover, internal flow control and filter to remove impurities from water flow.

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6. Eyewash Bowl: 11-3/4" diameter orange ABS plastic.
7. Eyewash Valve: 1/2" IPS chrome plated brass stay-open ball valve. Valve is US-made with chrome plated brass ball and PTFE seals.
8. Pipe And Fittings: Schedule 40 galvanized steel. Furnished with orange polyethylene pipe covers for high visibility and corrosion resistance.
9. Supply: 1-1/4" NPT female top or side inlet.
10. Waste: 1-1/4" NPT female outlet. Outlet can be positioned at either 9-1/4" or 19-5/8" above finished floor by reversing lower pipe nipples.
11. Sign: ANSI-compliant identification sign.
12. Furnish and install an ASSE-compliant thermostatic mixing valve for each eye wash. Controller shall be Chrome Plated finished thermostatic mixing valve with thermometers. Discharge temperature shall be set at 85°F. Provide stops and check valves for installation. Provide stainless steel wall box with lockable door. Mount at eye level adjacent to eyewash unit.

M. MB-1, Mop Basin:

1. Basin: Fiat Model MSB3624 molded stone, 36" x 24", 3" stainless steel drain body with dome strainer.
2. Trim: Chicago Faucet #897-CP ceramic disk cartridge, service sink faucet with vacuum breaker, 3/4" hose thread spout, adjustable wall brace, pail hook, stainless steel bumper guards, stainless steel wall guards on all adjacent walls, and corner brackets as required. Furnish 31" garden hose.
3. Provide horizontal swing, Y-pattern check valves similar to Nibco #T/S-413 to be installed in hot and cold supply lines.

N. EBF-1, Electric Bottle Filler

1. **Halsey Taylor, HTHBGRN8-WF or similar, in-wall bottle filling station with mounting frame, high-efficiency, filtered with visual filter monitor, touchless sensor activation, stainless steel with antimicrobial surface.**
2. **Cooler shall have the capacity to cool 8 GPH to 50°F with inlet water at 80°F and 90°F room temperature. Compressor shall be 1/6 HP, 120 volt. Tank shall be lead-free.**
3. **Provide with two replacement water filters.**
4. **Refer to architectural wall sections and details for mounting heights and locations.**

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
- B. Verify that electric power is available and of the correct characteristics.

- C. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

3.2 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Provide chrome plated rigid or flexible supplies to fixtures with handle stops, reducers, and escutcheons.
- C. Install components level and plumb.
- D. Install and secure fixtures in place with wall carriers and bolts.
- E. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.
- F. Where fixtures come in contact with floor or wall, joint shall be sealed with silicone caulking of color to match fixture.

3.4 INTERFACE WITH WORK OF OTHER SECTIONS

- A. Review millwork shop drawings. Confirm location and size of fixtures and openings before rough-in and installation.
- B. Kitchen Equipment:
 - 1. Equipment furnished by the Kitchen Equipment Supplier/Contractor shall have rough-ins and accessories, provided by this contractor. Final mounting and connections including indirect connections shall also be provided by this contractor.
 - 2. Coordinate with the Kitchen Equipment Supplier/Contractor for a complete system including shut-offs, risers, tail piece, traps, etc.
 - 3. Connections may included but not be limited to cold water, hot water, waste, vent, and gas.
- C. Casework
 - 1. Equipment furnished by the Casework Supplier/Contractor shall have rough-ins and accessories, provided by this contractor. Final mounting and connections including indirect connections shall also be provided by this contractor.
 - 2. Coordinate with the Casework Supplier/Contractor for a complete system including shut-offs, risers, tail piece, traps, etc.
 - 3. Connections may included but not be limited to cold water, hot water, waste, vent, and gas.
- D. Coordinate installation of P-traps for miscellaneous equipment with construction manager. Traps shall be chrome plated cast brass "P" traps with cleanouts shall be similar to McGuire #8872 (1-1/4" OD), #8912 (1-1/2" OD), #8904 (2" OD).

- E. Coordinate with construction manager for fixtures to be rough-in only. Cap waste piping at wall or floor. Terminate hot and cold water piping at wall or floor with brass stop valves. Cap gas piping at wall or floor.

3.5 ADJUSTING

- A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.6 CLEANING

- A. Clean plumbing fixtures and equipment.

3.7 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Do not permit use of fixtures by construction personnel.
- C. Repair or replace damaged products before Date of Substantial Completion.

END OF SECTION 224000

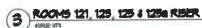
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**FIRST FLOOR
PLAN AREA B -
PLUMBING**

P2.1B



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**PLUMBING
RISERS**

sheet title:

sheet
number:

P3.1

NORTHSTAR FORD ARENA 4309 UGSTAD RD HERMANTOWN, MN 55811

project #: 2022032
date: 2/28/2023 9:58:48 AM
drawing type: DETAIL
drawing date: 2/28/23

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

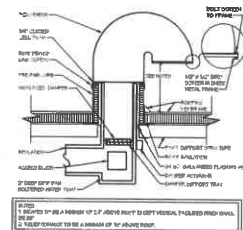
L. K. M.
Professional Engineer
No. 13334
Exp. Date: 12/31/2024

CONFORMANCE SET

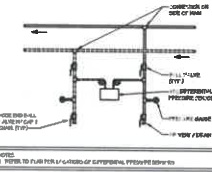
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1.0	2/28/23	1	2/28/23

revision /	date	by	date
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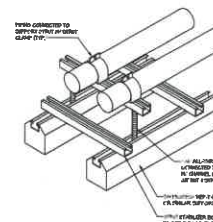
**MECHANICAL
DETAILS**
M6.1



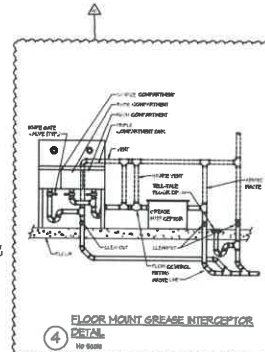
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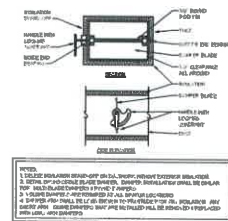
11 DIFFERENTIAL PRESSURE SENSOR DETAIL
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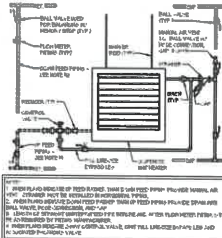
12 ROOF PIPE SUPPORT DETAIL
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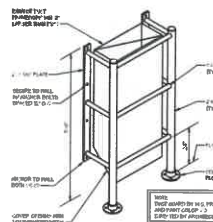
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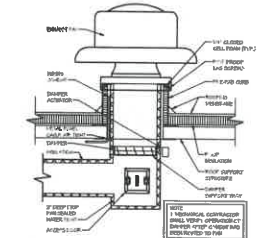
14 VOLUME DAMPER DETAIL
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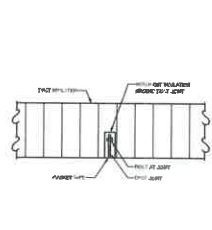
15 SUSPENDED UNIT HEATER DETAIL
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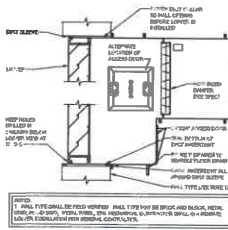
16 DUCT GUARD DETAIL
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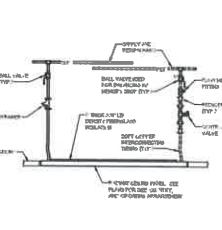
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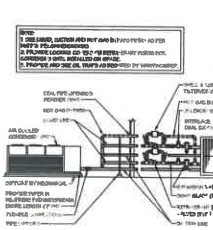
18 OUTSIDE AIR DUCT JOINT DETAIL
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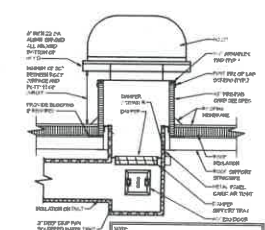
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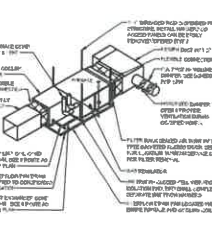
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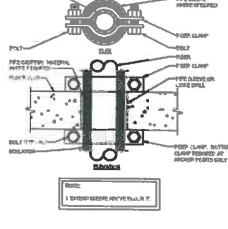
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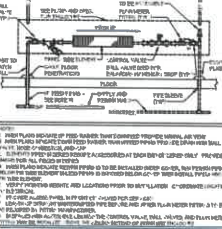
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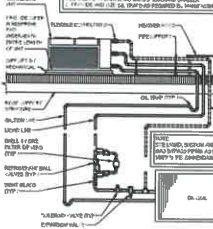
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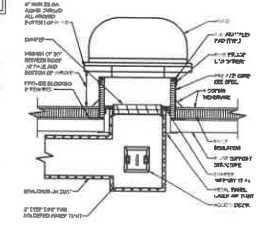
24 SUPPORT AND ANCHOR FOR PIPE DETAIL
No Scale



25 FIN TUBE RADIATION 2-WAY VALVE DETAIL
No Scale



26 SINGLE CIRCUIT REFRIGERATION PIPING DETAIL
No Scale



27 RELIEF AIR HOOD DETAIL
No Scale

Resolution No. 2025-123

Resolution Approving Pay Request Number 14 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$1,347,823.33

WHEREAS, the City of Hermantown has contracted with Kraus-Anderson Construction Company for construction management services for the NorthStar Ford Arena (“Project”); and

WHEREAS, Kraus-Anderson Construction Company has performed a portion of the agreed upon work in said Project; and

WHEREAS, Kraus-Anderson Construction Company has submitted separate Pay Requests No. 14 for Labor & Services, and Tax-Exempt material as shown below, and

Invoice Number	Item	Amount
72036	Labor & Services	\$1,126,565.83
72037	Tax Exempt Material	\$221,257.50
	Total	\$1,347,823.33

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

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

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

1. Pay Request No. 14 is hereby approved.

2. The City is hereby authorized and directed to pay to Kraus-Anderson Construction Company Kraus Anderson the sum of \$1,347,823.33 which is the amount represented on Pay Request No. 14 for both Labor & Services, and Tax-Exempt material.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution has been duly passed and adopted on August 4, 2025.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 72036

To Owner: City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Project Number - Project Description: 2222026- Hermantown Hockey Arena Addition

Customer Reference:

From Contractor: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

Contract For:

Via Architect: DSGW Architects
2 West First Street, Suite 201
Duluth MN 55802

Application No. : 14

Period To: 7/31/2025

Project Ref Nos:

Contract Date:

Distribution to :
Owner
Architect
Contractor

Labor

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$13,055,590.00

2. NET CHANGE BY CHANGE ORDERS \$616,251.71

3. CONTRACT SUM TO DATE(Line 1 ± 2) \$13,671,841.71

4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$10,679,420.49

5. RETAINAGE:

a. 4.89% of Completed Work (Column D + E on G703) \$521,908.50

b. 0.00% of Stored Material (Column F on G703) \$0.00

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$521,908.50

6. TOTAL EARNED LESS RETAINAGE \$10,157,511.99
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS \$9,030,946.16
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$1,126,565.83

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$3,514,329.72
(line 3 less Line 6)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$616,251.71	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$616,251.71	\$0.00
Net Changes By Change Order	\$616,251.71	

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

CONTRACTOR: Kraus-Anderson Construction Company

By: Dan Hartman Date: 7/28/2025

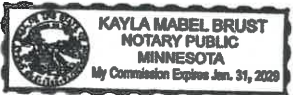
State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 28th day of July, 2025

Notary Public: Kayla Brust Date: 1/31/2029

My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$1,126,565.83

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: E. J. Brust Date: 7/29/2025 | 1:31 PM CDT

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Invoice # : 72036

Page 2 of 3

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 14

Application Date : 7/25/2025

Period To: 7/25/2025

Project Ref Nos.:

Contract : 222026- Hermantown Hockey Arena Addition

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage (If Variable Rate)	
			From Previous Application (D+E)	This Period In Place						
					(Not in D or E)	(D+E+F)				
1	Pre-Construction	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	0.00	
100-L	Demolition	306,694.91	273,685.05	30,334.42	0.00	304,019.47	99.13%	2,675.44	15,200.97	
105-L	Concrete	700,973.88	574,471.36	85,741.00	0.00	660,212.36	94.19%	40,761.52	33,010.62	
110-L	Structural Precast	159,342.58	158,836.58	0.00	0.00	158,836.58	99.68%	506.00	7,941.83	
115-L	Architectural Precast	115,541.42	115,541.42	0.00	0.00	115,541.42	100.00%	0.00	5,777.08	
120-L	Masonry	614,735.29	593,735.29	10,500.00	0.00	604,235.29	98.29%	10,500.00	30,211.77	
124-L	Steel Supply - Change Orders	24,850.27	0.00	0.00	0.00	0.00	0.00%	24,850.27	0.00	
125-L	Steel Erection	449,459.26	384,234.96	34,695.83	0.00	418,930.79	93.21%	30,528.47	20,946.55	
130-L	Foundation Insulation & Waterproofing	25,950.00	25,950.00	0.00	0.00	25,950.00	100.00%	0.00	1,297.50	
131-L	Mechanical Equipment - Change Orders	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
133-L	Electrical Equipment - Change Orders	2,716.39	0.00	2,716.39	0.00	2,716.39	100.00%	0.00	135.82	
135-L	Site Clearing & Earthwork	1,224,173.69	962,498.80	220,188.30	0.00	1,182,687.10	96.61%	41,486.59	59,134.38	
140-L	Final Cleaning	38,595.08	0.00	0.00	0.00	0.00	0.00%	38,595.08	0.00	
145-L	Carpentry	197,861.04	139,140.54	12,202.70	0.00	151,343.24	76.49%	46,517.80	7,567.17	
150-L	Blown/Sprayed Insulation	21.00	0.00	0.00	0.00	0.00	0.00%	21.00	0.00	
155-L	Weather Barrier	33,551.29	28,394.97	5,156.32	0.00	33,551.29	100.00%	0.00	1,677.57	
160-L	Metal Panels	250,350.00	0.00	21,432.50	0.00	21,432.50	8.56%	228,917.50	1,071.63	
165-L	Roofing	858,010.00	747,762.82	0.00	0.00	747,762.82	87.15%	110,247.18	37,388.14	
170-L	Applied Fireproofing	19,237.01	8,659.61	10,577.40	0.00	19,237.01	100.00%	0.00	961.85	
174-L	Doors, Frames & Hardware - Change Orders	10,115.89	0.00	0.00	0.00	0.00	0.00%	10,115.89	0.00	
175-L	Joint Sealants	25,695.00	5,025.00	1,256.25	0.00	6,281.25	24.45%	19,413.75	314.06	
180-L	Specialty Doors	10,063.00	7,435.50	0.00	0.00	7,435.50	73.89%	2,627.50	371.78	
185-L	Aluminum Frames & Glazing	108,751.00	32,810.00	10,000.00	0.00	42,810.00	39.37%	65,941.00	2,140.50	
190-L	Drywall	184,744.00	141,900.50	0.00	0.00	141,900.50	76.81%	42,843.50	7,095.04	
195-L	Tile	157,533.55	0.00	70,697.33	0.00	70,697.33	44.88%	86,836.22	3,534.87	
200-L	Ceilings & Acoustical Treatment	59,386.00	11,877.20	0.00	0.00	11,877.20	20.00%	47,508.80	593.86	
205-L	Resilient and Carpet Flooring	20,557.00	0.00	0.00	0.00	0.00	0.00%	20,557.00	0.00	
210-L	Athletic Flooring	58,124.25	0.00	0.00	0.00	0.00	0.00%	58,124.25	0.00	
215-L	Epoxy Flooring	134,666.00	0.00	0.00	0.00	0.00	0.00%	134,666.00	0.00	
220-L	Painting	163,639.00	29,446.00	25,406.00	0.00	54,852.00	33.52%	108,787.00	2,742.60	
224-L	Specialties - Change Orders	7,742.40	0.00	0.00	0.00	0.00	0.00%	7,742.40	0.00	
225-L	Signage	7,125.00	0.00	0.00	0.00	0.00	0.00%	7,125.00	0.00	

CONTINUATION SHEET

Invoice # : 72036

Page 3 of 3

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

Application No. : 14

Application Date : 7/25/2025

Period To: 7/25/2025

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C-G)	I Retainage (If Variable Rate)
			Work Completed		Materials Presently Stored	Total Completed and Stored To Date (D+E+F)		% (G / C)			
			From Previous Application (D+E)	This Period In Place							
230-L	Athletic Equipment	74,284.63	7,393.61	0.00	0.00	7,393.61	9.95%	66,891.02	369.68		
235-L	Window Treatments	8,192.00	0.00	0.00	0.00	0.00	0.00%	8,192.00	0.00		
240-L	Casework & Countertops	64,209.93	0.00	0.00	0.00	0.00	0.00%	64,209.93	0.00		
245-L	Ice Rink	2,125,501.21	1,820,694.77	230,372.25	0.00	2,051,067.02	96.50%	74,434.19	102,553.35		
250-L	Fire Suppression	109,455.00	0.00	54,359.25	0.00	54,359.25	49.66%	55,095.75	2,717.96		
255-L	Combined Mechincal	1,385,758.14	1,097,918.06	104,581.60	0.00	1,202,499.66	86.78%	183,258.48	60,125.00		
260-L	Controls	82,539.00	65,320.95	0.00	0.00	65,320.95	79.14%	17,218.05	3,266.05		
265-L	Electrical	854,103.72	499,121.44	115,051.00	0.00	614,172.44	71.91%	239,931.28	30,708.62		
270-L	General Conditions	729,028.90	458,206.97	34,410.31	0.00	492,617.28	67.57%	236,411.62	22,712.84		
275-L	Site Services	1,160,800.76	713,441.25	72,779.78	0.00	786,221.03	67.73%	374,579.73	38,085.01		
280-L	Building Permits	162,982.19	162,982.19	0.00	0.00	162,982.19	100.00%	0.00	4,920.67		
285-L	Performance & Payment Bonds	68,669.40	66,066.00	0.00	0.00	66,066.00	96.21%	2,603.40	1,884.80		
290-L	Umbrella Liability Insurance	129,069.79	89,622.93	8,407.93	0.00	98,030.86	75.95%	31,038.93	4,520.68		
295-L	Builder's Risk Insurance	23,340.13	16,170.04	0.00	0.00	16,170.04	69.28%	7,170.09	737.57		
300-L	Warranty Reserve	18,253.27	13,887.61	1,851.48	0.00	15,739.09	86.23%	2,514.18	733.95		
305-L	KA Contingency	383,675.26	0.00	0.00	0.00	0.00	0.00%	383,675.26	0.00		
310-L	KA Fee	261,773.18	181,330.28	23,140.75	0.00	204,471.03	78.11%	57,302.15	9,456.73		
	Grand Totals	13,671,841.71	9,493,561.70	1,185,858.79	0.00	10,679,420.49	78.11%	2,992,421.22	521,908.50		

Important Notice Regarding Payments to Kraus-Anderson Construction Company

To Whom It May Concern:

As we are sure you are aware, there are more frequent incidents in the news about cyber criminals using email and other electronic means to induce businesses and individuals to reveal their financial information, or to make payments to criminals that are impersonating persons that are actually entitled to receive such information or payments. Any business which is a payer or recipient of large sums of money as part of its regular business activity is a special target for these cyber criminals. The large and repeated payments made by the owners of construction projects to their construction contractors make these parties potential targets, and we know of instances where some project owners have been defrauded into making erroneous payments to third-party imposters as a result of this criminal fraud activity.

The purpose of this letter is to ask for your help to be extra vigilant in how your company makes payments to Kraus-Anderson Construction Company. At the start of our construction project with your company, we provided you with information that included our bank name, routing number, and account number for payments made by ACH or wire transfer, or other specific instructions for paying Kraus-Anderson by check. It is extremely unlikely we would ever change these instructions before the completion of your project and our receipt of final payment from you.

Please do not act on a request to change our account information or method of payment unless you are certain that the request is actually being made by Kraus-Anderson Construction Company. If you receive such a request, it is likely an attempt to defraud you. Therefore, it is important that you contact one of the two Kraus-Anderson Employees listed below if you receive a request in any form--oral, electronic, written, or otherwise--to make changes to our payment instructions and/or banking information:

Logan Carter, Controller
Office phone: 612-255-2364 Cell phone: 612-723-0843

Ryan Szarzynski, Accounting Manager
Office phone: 612-255-2368 Cell phone: 612-210-0570

We hope this information is helpful to you in protecting your company against acts by third-party criminals that may attempt to interfere with the proper processing of legitimate financial transactions. Please contact us if you have any questions.

Sincerely,

KRAUS-ANDERSON CONSTRUCTION COMPANY



Logan Carter
Controller

To Owner: City of Hermantown 5105 Maple Grove Road Hermantown, MN 55811	Project Number - Project Description: 2222026- Hermantown Hockey Arena Addition Customer Reference:	Application No. : 14 Period To: 7/31/2025 Project Ref Nos:	Distribution to : ☐ Owner ☐ Architect ☐ Contractor ☐ ☐
From Contractor: Kraus-Anderson Construction Company 501 South Eighth Street Minneapolis, MN 55404 Contract For:	Via Architect: DSGW Architects 2 West First Street, Suite 201 Duluth MN 55802	Contract Date:	Tax-Exempt Materials

1. ORIGINAL CONTRACT SUM	\$7,828,788.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE(Line 1 ± 2)	\$7,828,788.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$6,619,564.89
5. RETAINAGE:	
a. 0.00% of Completed Work (Column D + E on G703)	\$0.00
b. 0.00% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$6,619,564.89
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	\$6,398,307.39
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$221,257.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE ... \$0.00	
(line 3 less Line 6)	\$1,209,223.11

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

 **KAYLA MABEL BRUST**
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029

ARCHITECT: **By:** **Date:** 7/29/2025 | 1:31 PM CDT

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CONTINUATION SHEET

Invoice # : 72037

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Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 14

Application Date : 7/28/2025

Period To: 7/25/2025

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C-G)	I Retainage (If Variable Rate)
			From Previous Application (D+E)	This Period In Place		Total Completed and Stored To Date (D+E+F)	% (G / C)		
105-M	Concrete - Materials Only	240,603.00	206,603.00	14,000.00	0.00	220,603.00	91.69%	20,000.00	0.00
110-M	Structural Precast - Materials Only	351,876.00	351,876.00	0.00	0.00	351,876.00	100.00%	0.00	0.00
115-M	Architectural Precast - Materials Only	777,427.00	777,427.00	0.00	0.00	777,427.00	100.00%	0.00	0.00
120-M	Masonry - Materials Only	277,969.16	277,969.16	0.00	0.00	277,969.16	100.00%	0.00	0.00
123-M	Steel Supply - Materials Only	1,031,583.00	951,583.00	37,872.25	0.00	989,455.25	95.92%	42,127.75	0.00
130-M	Foundation Insulation & Waterproofing - Materials Only	10,683.00	9,048.00	1,635.00	0.00	10,683.00	100.00%	0.00	0.00
132-M	Mechanical Equipment - Material Only	697,645.00	612,266.00	0.00	0.00	612,266.00	87.76%	85,379.00	0.00
134-M	Electrical Equipment - Materials Only	165,308.00	127,808.00	37,500.00	0.00	165,308.00	100.00%	0.00	0.00
135-M	Site Clearing & Earthwork - Materials Only	234,221.00	222,060.58	11,623.25	0.00	233,683.83	99.77%	537.17	0.00
145-M	Carpentry - Materials Only	30,290.00	30,290.00	0.00	0.00	30,290.00	100.00%	0.00	0.00
155-M	Weather Barrier - Materials Only	21,744.00	18,482.40	3,261.60	0.00	21,744.00	100.00%	0.00	0.00
160-M	Metal Panels - Materials Only	221,600.00	0.00	43,695.00	0.00	43,695.00	19.72%	177,905.00	0.00
165-M	Roofing - Materials Only	485,160.00	472,360.00	0.00	0.00	472,360.00	97.36%	12,800.00	0.00
170-M	Applied Fireproofing - Materials Only	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
173-M	Doors, Frames & Hardware - Materials Only	133,605.00	133,605.00	0.00	0.00	133,605.00	100.00%	0.00	0.00
180-M	Specialty Doors - Materials Only	41,055.00	41,055.00	0.00	0.00	41,055.00	100.00%	0.00	0.00
185-M	Aluminum Frames & Glazing - Materials Only	163,338.00	130,172.00	3,000.00	0.00	133,172.00	81.53%	30,166.00	0.00
190-M	Drywall - Materials Only	35,592.00	32,032.80	0.00	0.00	32,032.80	90.00%	3,559.20	0.00
195-M	Tile - Materials Only	32,885.00	32,885.00	0.00	0.00	32,885.00	100.00%	0.00	0.00
200-M	Ceilings & Acoustical Treatment - Materials Only	71,494.00	37,057.00	0.00	0.00	37,057.00	51.83%	34,437.00	0.00
205-M	Resilient & Carpet Flooring - Materials Only	5,496.00	0.00	0.00	0.00	0.00	0.00%	5,496.00	0.00
210-M	Athletic Flooring - Materials Only	72,665.00	0.00	0.00	0.00	0.00	0.00%	72,665.00	0.00
220-M	Painting - Materials Only	25,000.00	15,000.00	5,000.00	0.00	20,000.00	80.00%	5,000.00	0.00
223-M	Specialties - Materials Only	56,040.00	16,360.00	0.00	0.00	16,360.00	29.19%	39,680.00	0.00
225-M	Signage - Materials Only	30,565.00	0.00	0.00	0.00	0.00	0.00%	30,565.00	0.00
230-M	Athletic Equipment - Materials Only	301,202.00	150,000.00	0.00	0.00	150,000.00	49.80%	151,202.00	0.00
235-M	Window Treatments - Materials Only	23,460.00	0.00	0.00	0.00	0.00	0.00%	23,460.00	0.00
240-M	Casework & Countertops - Materials Only	104,835.00	35,000.00	0.00	0.00	35,000.00	33.39%	69,835.00	0.00
245-M	Ice Rink - Materials Only	85,249.00	85,248.25	0.00	0.00	85,248.25	100.00%	0.75	0.00
250-M	Fire Suppression - Materials Only	50,476.00	12,619.00	25,238.00	0.00	37,857.00	75.00%	12,619.00	0.00
255-M	Combined Mechanical - Materials Only	1,274,740.00	1,012,685.15	18,842.75	0.00	1,031,527.90	80.92%	243,212.10	0.00
260-M	Controls - Materials Only	61,730.00	56,791.60	0.00	0.00	56,791.60	92.00%	4,938.40	0.00

CONTINUATION SHEET

Invoice # : 72037

Page 3 of 3

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

Application No. : 14

Application Date : 7/28/2025

Period To: 7/25/2025

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C-G)	I Retainage (If Variable Rate)
			Work Completed		Materials Presently Stored	Total Completed and Stored To Date (D+E+F)		% (G / C)			
			From Previous Application (D+E)	This Period In Place							
265-M	Electrical - Materials Only	420,479.00	318,947.00	13,819.00	0.00	332,766.00	79.14%	87,713.00	0.00		
285-M	Performance & Payment Bonds - Materials Only	53,348.00	36,796.00	0.00	0.00	36,796.00	68.97%	16,552.00	0.00		
290-M	Umbrella Liability Insurance - Materials Only	74,374.00	59,786.00	933.98	0.00	60,719.98	81.64%	13,654.02	0.00		
295-M	Builder's Risk Insurance - Materials Only	13,308.84	10,724.26	0.00	0.00	10,724.26	80.58%	2,584.58	0.00		
310-M	KA Fee - Materials Only	149,742.00	121,770.19	4,836.67	0.00	126,606.86	84.55%	23,135.14	0.00		
</											

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payments to criminals that are impersonating persons that are actually entitled to receive such information or payments. A construction company which is a payer or recipient of large sums of money as part of its regular business activity is a special target for these cyber criminals. The large and repeated payments made by the owners of construction projects to their construction contractors make these parties potential targets, and we know of instances where some project owners have been defrauded into making erroneous payments to third-party imposters as a result of this criminal fraud activity.

The purpose of this letter is to ask for your help to be extra vigilant in how your company makes payments to Kraus-Anderson Construction Company. At the start of our construction project with your company, we provided you with information that included our bank name, routing number, and account number for payments made by ACH or wire transfer, or other specific instructions for paying Kraus-Anderson by check. It is extremely unlikely we would ever change these instructions before the completion of your project and our receipt of final payment from you.

Please do not act on a request to change our account information or method of payment unless you are certain that the request is actually being made by Kraus-Anderson Construction Company. If you receive such a request, it is likely an attempt to defraud you. Therefore, it is important that you contact one of the two Kraus-Anderson Employees listed below if you receive a request in any form--oral, electronic, written, or otherwise--to make changes to our payment instructions and/or banking information:

Logan Carter, Controller
Office phone: 612-255-2364 Cell phone: 612-723-0843

Ryan Szarzynski, Accounting Manager
Office phone: 612-255-2368 Cell phone: 612-210-0570

We hope this information is helpful to you in protecting your company against acts by third-party criminals that may attempt to interfere with the proper processing of legitimate financial transactions. Please contact us if you have any questions.

Sincerely,

KRAUS-ANDERSON CONSTRUCTION COMPANY



Logan Carter
Controller



Ryan Szarzynski
Accounting Manager

July 29th, 2025

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

Re: Fichtner Park Improvements

Dear John:

Attached are the Final Pay Application and Final Change Order #11 for the work associated with the Fichtner Park Improvements project. All punch list items have been completed aside from tree replacement that will happen this fall. NCE has inspected the work completed by Kaski Inc. and found it to be in compliance with the plans & specifications. I hereby recommend final acceptance of the project by the City Council.

I recommend the final payment of **\$230,341.69** be authorized at the August 4th, 2025 City Council Meeting.

Please contact me with any questions you may have.

Thank you,



David Bolf, P.E. – City Engineer
Northland Consulting Engineers
218-727-5995
david@nce-duluth.com

CC: Steven Kaski, Kaski Inc.
Trent Prigge, Northland Consulting Engineers
Eric Johnson, City of Hermantown
Trish Crego, City of Hermantown
Alissa McClure, City of Hermantown

Resolution No. 2025-124

Resolution Approving Change Order No. 11 And Final Pay Request To Kaski, Inc. For Fichtner Park Improvements Project In The Amount Of \$230,341.69

WHEREAS, the City of Hermantown has contracted with Kaski, Inc. for Fichtner Park Improvements (“Project”); and

WHEREAS, Kaski, Inc. have submitted Change Order No. 11 for:

Change Order #	Descriptions	Cost
11	Repair of the field one backstop netting performed by Century Fence	\$ 1,100.00
	TOTAL	\$ 1,100.00

WHEREAS, Kaski, Inc. has performed a portion of the agreed upon work in said Project; and

WHEREAS, Kaski, Inc. has submitted Final Pay Request in the amount of \$ 230,341.69 for the (“Project”); and

WHEREAS, Northland Consulting Engineers LLP has approved such Final Pay Request and all IC 134’s and paper work for the Project were submitted to the City of Hermantown.

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

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

1. Change Order and Final Pay Request is hereby approved.
2. The City is hereby authorized and directed to pay to Kaski, Inc. the sum of \$230,341.69 which is the amount represented in the Final Pay Request.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution has been duly passed and adopted August 4, 2025.

CHANGE ORDER NO.: 11

Owner: City of Hermantown Owner's Project No.: 23-8002
Engineer: Northland Consulting Engineers Engineer's Project No.: 23-8002
Contractor: Kaski Inc. Contractor's Project No.:
Project: Fichtner Park Improvements
Contract Name:
Date Issued: 7/29/2025 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

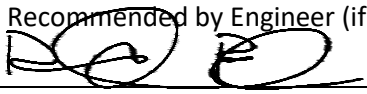
Description:

Repair of the field one backstop netting performed by Century Fence on April 8, 2025. Backstop netting was in place and ready for the first games the week of April 1, 2025. An ice/windstorm caused ice buildup on the netting and subsequently broke the break away cable, as it was designed to do so.

Total: \$1,100.00

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 3,947,553.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Increase from previously approved Change Orders \$ 637,280.81	Increase from previously approved Change Orders Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 4,584,833.81	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Estimated Increase this Change Order: \$ 1,100.00	Increase this Change Order: Substantial Completion: _____ Ready for final payment: _____
Final Contract Price incorporating this Change Order: \$ 4,585,933.81	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: 

Title: David Bolf, PE, City Engineer

Date: 7-29-25

Authorized by Owner

Contractor's Application for Final Payment

No. 9

Application Period:	January 11th, 2025 through July 29, 2025	Application Date:	7/29/2025
To City of Hermantown (Owner):	Project Fichtner Field Improvements	From (Contractor): Kaski Inc.	Via (Engineer): Northland Consulting Engineers, LLP
Owner's Contract Number:	Contractor's Project Number:	Engineer Project Number:	23-8002

Application For Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	\$48,659.00	
2	\$82,174.30	
3	\$172,464.00	
4	\$17,989.40	
5	\$43,265.00	
6	\$61,153.20	
7	\$9,370.40	
8	\$133,801.00	
9	\$22,918.50	
10	\$45,486.01	
11	\$1,100.00	
TOTAL	\$638,380.81	
NET CHANGE BY CHANGE ORDER:		\$638,380.81

Application For Payment Previous Pay Application Summary		
Approved Pay Applications		
Number	Date	Amount
1	6/11/2024	\$371,438.60
2	7/9/2024	\$429,837.00
3	8/13/2024	\$970,064.00
4	9/16/2024	\$994,253.85
5	10/14/2024	\$550,915.93
6	11/18/2024	\$528,167.26
7	12/16/2024	\$467,703.77
8	1/13/2025	\$43,211.71
8. TOTALS		\$4,355,592.12

1. ORIGINAL CONTRACT PRICE.....	\$ 3,947,553.00
2. Net change by Change Orders.....	\$ 638,380.81
3. Current Contract Price (Line 1 + 2).....	\$ 4,585,933.81
4. TOTAL COMPLETED AND STORED TO DATE	
See attached Pay Application Summary.....	\$ 4,585,933.81
5. RETAINAGE:	
a. 0 X \$4,585,933.81 Work Completed.....	\$
b. 0% X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 4,585,933.81
7. LESS PREVIOUS PAYMENTS (Line 8).....	\$ 4,355,592.12
9. AMOUNT DUE THIS APPLICATION.....	\$ 230,341.69
10. BALANCE TO FINISH, PLUS RETAINAGE	
(Line 3 - 4 + Line 5.c above).....	\$ 0.00

Final Payment of: \$ **230,341.69**

(Line 9 or other - attach explanation of the other amount)

Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or	
Contractor Signature - Kaski Inc.	
By:	Date:

Recommended by:

 7/29/2025
David Bolf, P.E. - City Engineer (Date)

Approved by:

John Mulder, City Administrator (Date)

July 29th, 2025

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

Re: Hermantown Road and Old Midway Road Reconditioning

Dear John:

Attached is the Final Pay Application and Final Compensating Change Order #4 for the work associated with the Hermantown Road and Old Midway Road Reconditioning project from October 26, 2024, through July 10, 2025. NCE has inspected the work completed by Northland Constructors of Duluth and found it to be in compliance with plans & specifications. I hereby recommend final acceptance for the project by City Council.

I recommend the final payment of **\$248,364.47** be authorized at the August 4th, 2025, City Council Meeting.

Please contact me with any questions you may have.

Thank you,



David Bolf, P.E. – City Engineer
Northland Consulting Engineers
218-727-5995
david@nce-duluth.com

CC: Dan Kiminski, Northland Contractors
Craig Ploetz, Northland Contractors
Trygve Lodin, Northland Consulting Engineers
Trish Crego, City of Hermantown
Aliss McClure, City of Hermantown

Resolution No. 2025-125

Resolution Approving Final Pay Request To Northland Constructors For Road Improvement District 541 And 542 Project In The Amount Of \$248,364.47

WHEREAS, the City of Hermantown has contracted with Northland Constructors, Inc for Road Improvement District 541 (“Project A”) and bridge Replacement District 542 (“Project B”); and

WHEREAS, Northland Constructors has performed a portion of the agreed upon work in said Project; and

WHEREAS, Northland Constructors. has submitted Final Pay Request in the amount of \$248,364.47 for the (“Project A”); and

WHEREAS, Northland Consulting Engineers LLP has approved such Final Pay Request and all IC 134’s and paper work for the Project were submitted to the City of Hermantown.

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

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

1. Final Pay Request and Change Order is hereby approved.
2. The City is hereby authorized and directed to pay to Northland Constructors. the sum of \$248,364.47 which is the amount represented in the Final Pay Request.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution has been duly passed and adopted August 4, 2025.

Contractor's Application for Payment			No. Final
Application Period:	January 1, 2025 through July 10, 2025	Application Date:	8/4/2025
To (Owner):	City of Hermantown	From (Contractor):	Northland Constructors
Owner's Contract Number:	Contractor's Project Number:	Engineer Project Number:	23-8007
Project: Hermantown & Old Midway Road Reconditioning		Via (Engineer): Northland Consulting Engineers, LLP	

Application For Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	48,109.37	
2		\$271,315.87
3		\$68,233.47
4	\$107,741.36	
TOTAL	\$155,850.73	\$339,549.34
NET CHANGE BY CHANGE ORDER:		(183,698.61)

Application For Payment Previous Pay Application Summary		
Approved Pay Applications		
Number	Date	Amount
1	5/24/2024	\$ 230,018.51
2	6/26/2024	\$ 335,480.15
3	7/29/2024	\$ 254,567.94
4	8/27/2024	\$ 106,232.96
5	9/30/2024	\$ 522,145.84
6	10/25/2024	\$ 858,945.67
7	1/7/2025	\$ 364,448.05
8. TOTALS		\$2,671,839.12

1. ORIGINAL CONTRACT PRICE.....	\$	3,103,902.20
2. Net change by Change Orders.....	\$	-183,698.61
3. Final Contract Price (Line 1 + 2).....	\$	2,920,203.59
4. TOTAL COMPLETED AND STORED TO DATE		
a. See attached Pay Application Summary.....	\$	2,920,203.59
b. Materials on Hand (See Attached Invoice).....	\$	
c. (4a+4b).....	\$	2,920,203.59
5. RETAINAGE:		
a. 0% X \$2,920,203.59 Work Completed.....	\$	
b. 0% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	2,920,203.59
7. LESS PREVIOUS PAYMENTS (Line 8).....	\$	2,671,839.12
9. AMOUNT DUE THIS APPLICATION.....	\$	248,364.47
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - 4 + Line 5.c above).....	\$	0.00

Final Payment of: \$ 248,364.47
(Line 9 or other - attach explanation of the other amount)

Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or	
Contractor Signature - Northland Constructors	
By: 	Date: 7/29/25

Recommended by:

David Bolf, P.E. - City Engineer (Date) 8/4/2025

Approved by:

John Mulder, City Administrator (Date)

 Northland Consulting Engineers L.L.P. Structural, Civil and Forensic Engineering				Pay Application Final - Aug 4th, 2025			
				Project A			
				Hermantown Road and Old Midway Road			
				Reconditioning			
Item No.	Spec. Number	Item Description	Unit of Measure	Contract Total Quantities	Northland Contractors Unit Price	Total Project	
						Completed Quantities	Completed Cost
BASE BID							
1	2021.501	MOBILIZATION	LS	1	\$ 36,327.90	1	\$36,327.90
2	2101.502	CLEARING	ACRE	0.8	\$ 4,650.00	0.8	\$3,720.00
3	2101.502	GRUBBING	ACRE	16.4	\$ 2,050.00	16.4	\$33,620.00
4	2104.502	REMOVE SIGN TYPE C	EACH	101	\$ 40.00	101	\$4,040.00
5	2104.503	REMOVE CULVERT PIPE	LF	3108.0	\$ 14.00	3108	\$43,512.00
6	2104.503	SALVAGE CULVERT PIPE	LF	462.0	\$ 26.00	462	\$12,012.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	1159.0	\$ 2.00	1159	\$2,318.00
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	1017	\$ 4.00	1017	\$4,068.00
9	2106.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	1607	\$ 28.00	1607	\$44,996.00
10	2106.507	GRANULAR EMBANKMENT (CV)	CY	8089	\$ 18.00	8089	\$145,602.00
11	2106.507	EXCAVATION - MUCK	CY	6524	\$ 6.00	6524	\$39,144.00
12	2106.507	EXCAVATION - COMMON	CY	15604	\$ 10.00	15604	\$156,040.00
13	2106.507	COMMON EMBANKMENT (CV)	CY	11145	\$ 8.00	11145	\$89,160.00
14	2108.504	GEOTEXTILE FABRIC TYPE 5	SY	6432	\$ 1.75	6432	\$11,256.00
15	2118.507	AGGREGATE SURFACING (CV), CLASS 5	CY	1213	\$ 50.00	1213	\$60,650.00
16	2211.507	AGGREGATE BASE (CV), CLASS 5	CY	6692	\$ 30.00	6692	\$200,760.00
17	2215.504	FULL DEPTH RECLAMATION	SY	54907	\$ 2.20	54907	\$120,795.40
18	2221.507	SHOULDER BASE AGGREGATE (CV), CLASS 5	CY	1113	\$ 40.00	1113	\$44,520.00
19	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	6758.55	\$ 62.00	6758.55	\$419,030.10
20	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,B)	TON	6626.64	\$ 62.00	6626.64	\$410,851.68
21	2360.509	TYPE SP 9.5 BIT MIXTURE FOR ENTRANCES (3,B)	TON	175	\$ 225.00	175	\$39,375.00
22	2501.502	18" RC PIPE APRON	EACH	24	\$ 1,500.00	24	\$36,000.00
23	2501.502	24" RC PIPE APRON	EACH	6	\$ 1,630.00	6	\$9,780.00
24	2501.502	36" RC PIPE APRON	EACH	4	\$ 2,600.00	4	\$10,400.00
25	2501.503	18" RC PIPE CULVERT	LF	504	\$ 72.00	504	\$36,288.00
26	2501.503	24" RC PIPE CULVERT	LF	120	\$ 98.00	120	\$11,760.00
27	2501.503	36" RC PIPE CULVERT	LF	96	\$ 174.00	96	\$16,704.00
28	2501.503	15" CS PIPE CULVERT	LF	3568	\$ 33.00	3568	\$117,744.00
29	2511.507	RANDOM RIPRAP CLASS II	CY	28.0	\$ 64.00	28	\$1,792.00
30	2540.602	MAIL BOX SUPPORT	EACH	87	\$ 180.00	87	\$15,660.00
31	2563.601	TRAFFIC CONTROL	LS	1	\$ 7,000.00	1	\$7,000.00
32	2564.518	SIGN PANELS TYPE C	SF	308.5	\$ 89.00	370	\$32,930.00
33	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 1,090.00	1	\$1,090.00
34	2573.502	CULVERT END CONTROL	EACH	13	\$ 255.00	13	\$3,315.00
35	2573.503	SILT FENCE, TYPE HI	LF	10271	\$ 3.50	10271	\$35,948.50
36	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	15080	\$ 3.65	15080	\$55,042.00
37	2575.504	RAPID STABILIZATION METHOD 4	SY	54810	\$ 2.60	56242	\$146,229.20
38							
39	2575.504	SODDING TYPE LAWN	SY	12960	\$ 7.55	15960	\$120,498.00
40	2580.503	INTERIM PAVEMENT MARKING	LF	30385	\$ 0.15	30385	\$4,557.75
41	2582.503	4" SOLID LINE PAINT (WR)	LF	43563	\$ 0.35	43563	\$15,247.05
42	2582.503	4" DOUBLE SOLID LINE PAINT (WR)	LF	10132	\$ 0.70	10132	\$7,092.40
43	2582.503	4" BROKEN LINE PAINT (WR)	LF	10318	\$ 0.15	10318	\$1,547.70
44	2582.503	24" SOLID LINE PAINT GR IN (WR)	LF	201	\$ 43.00	201	\$8,643.00
45	2131.506	CALCIUM CHLORIDE SOLUTION	MGAL	18.9	\$ 1,500.00	18.9	\$28,350.00
46	2215.601	BASE STABILIZATION	GAL	1583.70	\$ 30.00	1583.70	\$47,511.00
47		CHANGE ORDER NO. 1	LS	1	\$ 17,825.37	1	\$17,825.37
48		CHANGE ORDER NO. 2	LS	1	\$ 133,555.88	1	\$133,555.88
49		FINAL COMPENSATING CHANGE ORDER	LS	1	\$ 75,794.25	1	\$75,894.66
				TOTAL AMOUNT EARNED		\$2,920,203.59	

Date of Issuance: 8/4/25	Effective Date:
Owner: City of Hermantown	Owner's Contract No.: 23-8007
Contractor: Northland Constructors of Duluth	Contractor's Project No.:
Engineer: Northland Consulting Engineers	Engineer's Project No.: 23-8007
Project: Hermantown Road and Old Midway Road Reconditioning	SID:

The Contract is modified as follows upon execution of this Change Order:

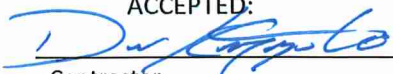
Description: This change order covers (4) items of work. See attached Final Compensating Change Order Summary. The final contract quantities were adjusted to match the final completed quantities.

1. Increase line item 32 Sign Panel Type C, from 308.5 to 370 SF.
Additional Cost to owner = (370-308.5)\$89.00= \$5,473.50*
 2. Increase line item 37 Rapid Stabilization Method 4, from 54,810 to 56,242 SY.
Additional Cost to owner = (56,242-54,810)\$2.60= \$3,723.20*
 3. Increase line item 39 Sodding Type Lawn, from 12,960 to 15,960 SY.
Additional Cost to owner = (15,960 -12,960)\$7.55= \$22,650.00*
 4. Northland Consulting Engineers directed Northland Constructors to complete punch list items, address warranty work and directed additional work on a time and materials (T&M) basis. The T&M work is included in Change Order #4 which includes the following:
 - a. Topsoil preparation and placement, 151 CY
Additional Cost to owner = (151)\$67.32= \$10,165.32*
 - b. Placement of remaining Class 5 in driveways and riprap
Additional Cost to owner = \$10,276.70
 - c. T&M Work consists of the following work: Removing field entrances and culverts at owner's request, Finish grading of ditches and setting remaining culverts, Finish grading around media com pedestals
 - i. 5/19/25 - \$10,967.13
 - ii. 5/20/25 - \$10,213.50
 - iii. 5/20/25 - \$10,142.88
 - iv. 5/27/25 - \$6,297.75
 - v. 5/28/25 - \$9,564.13*Additional Cost to owner = \$55,452.64*
- T&M Subtotal = \$75,894.66*

Total = \$107,741.36

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIMES</u>
Original Contract Price: \$ 3,103,902.20	
Decrease from previously approved Change Orders: \$ 291,439.97	
Contract Price prior to this Change Order: \$ 2,812,462.23	
Increase of this Change Order: \$ 107,741.36	

Final Contract Price incorporating this Change Order:
\$ 2,920,203.59

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	
	David Bolf, P.E.		Owner		Contractor
Title:	City Engineer	Title:		Title:	<i>Passing Division Manager</i>
Date:	8/4/25	Date:		Date:	<i>7/29/25</i>

 Northland Consulting Engineers L.L.P. Structural, Civil and Forensic Engineering				Final Compensating Change Order Summary 4-Aug-25 Hermantown and Old Midway Road Road Reconditioning				
Item No.	Spec. Number	Item Description	Unit of Measure	Current Contract Quantities	Northland Constructor's Unit Price	Total Project		
						Completed Quantities	Compensating	
							Quantities	Cost
1	2101.501	MOBILIZATION	LS	1	\$ 36,327.90	1	0	\$ -
2	2101.502	CLEARING	ACRE	0.8	\$ 4,650.00	0.8	0	\$ -
3	2101.502	GRUBBING	ACRE	16.4	\$ 2,050.00	16.4	0	\$ -
4	2104.502	REMOVE SIGN TYPE C	EACH	101	\$ 40.00	101	0	\$ -
5	2104.503	REMOVE CULVERT PIPE	LF	3108	\$ 14.00	3108	0.0	\$ -
6	2104.503	SALVAGE CULVERT PIPE	LF	462	\$ 26.00	462	0.0	\$ -
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	1159	\$ 2.00	1159	0.0	\$ -
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	1017	\$ 4.00	1017	0.0	\$ -
9	2106.507	SELECT GRANULAR BORROW MOD 7% (CV)	CY	1607	\$ 28.00	1607	0.0	\$ -
10	2106.507	GRANULAR EMBANKMENT (CV)	CY	8089	\$ 18.00	8089	0.0	\$ -
11	2106.507	EXCAVATION - MUCK	CY	6524	\$ 6.00	6524	0.0	\$ -
12	2106.507	EXCAVATION - COMMON	CY	15604	\$ 10.00	15604	0.0	\$ -
13	2106.507	COMMON EMBANKMENT (CV)	CY	11145	\$ 8.00	11145	0.0	\$ -
14	2108.504	GEOTEXTILE FABRIC TYPE 5	SY	6432	\$ 1.75	6432	0.0	\$ -
15	2118.507	AGGREGATE SURFACING (CV), CLASS 5	CY	1213	\$ 50.00	1213	0.0	\$ -
16	2211.507	AGGREGATE BASE (CV), CLASS 5	CY	6692	\$ 30.00	6692	0.0	\$ -
17	2215.504	FULL DEPTH RECLAMATION	SY	54907	\$ 2.20	54907	0.0	\$ -
18	2221.507	SHOULDER BASE AGGREGATE (CV), CLASS 5	CY	1113	\$ 40.00	1113	0.0	\$ -
19	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	6758.55	\$ 62.00	6758.55	0.00	\$ -
20	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,B)	TON	6626.64	\$ 62.00	6626.64	0.00	\$ -
21	2360.509	TYPE SP 9.5 BIT MIXTURE FOR ENTRANCES (3,B)	TON	175	\$ 225.00	175	0.0	\$ -
22	2501.502	18" RC PIPE APRON	EACH	24	\$ 1,500.00	24	0.0	\$ -
23	2501.502	24" RC PIPE APRON	EACH	6	\$ 1,630.00	6	0.0	\$ -
24	2501.502	36" RC PIPE APRON	EACH	4	\$ 2,600.00	4	0.0	\$ -
25	2501.503	18" RC PIPE CULVERT	LF	504	\$ 72.00	504	0.0	\$ -
26	2501.503	24" RC PIPE CULVERT	LF	120	\$ 98.00	120	0.0	\$ -
27	2501.503	36" RC PIPE CULVERT	LF	96	\$ 174.00	96	0.0	\$ -
28	2501.503	15" CS PIPE CULVERT	LF	3568	\$ 33.00	3568	0.0	\$ -
29	2511.507	RANDOM RIPRAP CLASS II	CY	28	\$ 64.00	28	0.0	\$ -
30	2540.602	MAIL BOX SUPPORT	EACH	87	\$ 180.00	87	0.0	\$ -
31	2563.601	TRAFFIC CONTROL	LS	1	\$ 7,000.00	1	0.0	\$ -
32	2564.518	SIGN PANELS TYPE C	SF	308.5	\$ 89.00	370.0	61.5	\$ 5,473.50
33	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 1,090.00	1	0.0	\$ -
34	2573.502	CULVERT END CONTROL	EACH	13	\$ 255.00	13	0.0	\$ -
35	2573.503	SILT FENCE, TYPE HI	LF	10271	\$ 3.50	10271	0.0	\$ -
36	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	15080	\$ 3.65	15080	0.0	\$ -
37	2575.504	RAPID STABILIZATION METHOD 4	SY	54810	\$ 2.60	56242	1432.0	\$ 3,723.20
38								
39	2575.504	SODDING TYPE LAWN	SY	12960	\$ 7.55	15960	3000.0	\$ 22,650.00
40	2580.503	INTERIM PAVEMENT MARKING	LF	30385	\$ 0.15	30385	0.0	\$ -
41	2582.503	4" SOLID LINE PAINT (WR)	LF	43563	\$ 0.35	43563	0.0	\$ -
42	2582.503	4" DOUBLE SOLID LINE PAINT (WR)	LF	10132	\$ 0.70	10132	0.0	\$ -
43	2582.503	4" BROKEN LINE PAINT (WR)	LF	10318	\$ 0.15	10318	0.0	\$ -
44	2582.503	24" SOLID LINE PAINT GR IN (WR)	LF	201	\$ 43.00	201	0.0	\$ -
45	2131.506	CALCIUM CHLORIDE SOLUTION	MGAL	18.9	\$ 1,500.00	18.9	0.0	\$ -
46	2215.601	BASE STABILIZATION	GAL	1583.7	\$ 30.00	1583.7	0.0	\$ -
47		CHANGE ORDER NO. 1	LS	1	\$ 17,825.37	1	0.0	\$ -
48		CHANGE ORDER NO. 2	LS	1	\$ 133,555.88	1	0.0	\$ -
48		CHANGE ORDER NO. 4	LS	0	\$ 75,794.25	1	1.0	\$ 75,894.66

Final Compensating Amount

\$ 107,741.36



CITY COUNCIL MEETING DATE: August 4, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Development Agreement – KTJ 360, LLC

☒ **RESOLUTION:** 2025-126 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Approve execution of the Development Agreement between KTJ 360, LLC and City of Hermantown for The Cottages of Hermantown development.

BACKGROUND

Requested is approval of the Development Agreement between KTJ 360, LLC (Developer) and the City of Hermantown (City) for the completion of public and private improvements associated with The Cottages of Hermantown development approved by the City Council on July 7, 2025 (Resolution 2025-113). The agreement is substantially in the form of the attached Development Agreement document.

The Cottages of Hermantown development is a 10 building (20 unit total) townhome development located in the NE quadrant of Maple Grove Road and Lavaque Road and is on the same property as the existing Pillars of Hermantown project. As part of the project, the Developer will be installing a public watermain and sewermain with associated 30' easement. These public utilities are within the private driveway of the project and will be deeded to the City upon completion and acceptance by the City.

The project will commence in the late-summer of 2025 and go throughout the 2025 and 2026 building seasons. The Development Agreement includes an irrevocable letter of credit in the amount of 125% of the construction cost of the stormwater improvements that will be completed in association with the project.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Development Agreement

Resolution No. 2025-126

Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Development Agreement With KTJ 360, LLC For The Cottages Of Hermantown

WHEREAS, KTJ 360, LLC (“Developer”) owns property located within the City of Hermantown; and

WHEREAS, the City has approved the Final Planned Unit Development (PUD) for the (“Project”) per Resolution 2025-113; and

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

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

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

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

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

Councilor Peterson introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted August 4, 2025.

ACCEPTANCE OF RESOLUTION

KTJ 360, LLC (“Developer”) hereby acknowledges and accepts the conditions specified on the foregoing Resolution and covenants and agrees to comply with each and every such condition.

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

IN WITNESS WHEREAS, KTJ 360, LLC has executed this acceptance the _____ day of _____, 2025.

DEVELOPER:

KTJ 360, LLC

By _____
Its _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by KTJ 360, LLC.

Notary Public

DEVELOPMENT AGREEMENT

BY AND BETWEEN

KTJ 360, LLC (“DEVELOPER”)

AND

CITY OF HERMANTOWN

(“CITY”)

Dated as of the _____ day of _____, 2025

THIS DOCUMENT WAS DRAFTED BY:

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

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the _____ day of _____, 2025, by and between **City of Hermantown**, (hereinafter referred to as the “City”) and **KTJ 360, LLC** a Minnesota limited liability company (hereinafter referred to as the “Developer”), is in response to the following situation:

A. The Developer has requested the City to approve the Planned Unit Development (“PUD”) the Hermantown Cottages which is planned for property located in St. Louis County, Minnesota legally described as follows:

See **Exhibit A** attached hereto (“Property”)

B. The City will not issue the Final PUD Order until the Developer constructs Stormwater Improvements, a City Sewer Main and City Water Main (as such terms are defined in Section 8 and which are collectively referred to as “Infrastructure Improvements”).

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

1. To pay all costs incurred by the City in connection with the initial review and consideration of the PUD prior to the execution of the PUD and thereafter in connection with the determination of whether the conditions to the approval of the PUD or the construction of the Infrastructure Improvements have been completed in accordance with the Plans and Specifications, including, without limitation, fees incurred by the City Engineer for inspecting the construction of Infrastructure Improvements, within ten (10) days of being invoiced by the City for such costs.

2. Developer acknowledges that it is a requirement of the City that the Developer bear all costs of construction of the Infrastructure Improvements and that the Infrastructure Improvements must be constructed in accordance with Plans and Specifications approved by the City Engineer and City Public Works Director.

3. Before the Final PUD Order will be executed by the City the Developer must:

3.1 Comply with the provisions of Section 7 hereof (Infrastructure Plans and Specifications approved).

3.2 Developer shall provide a security deposit equal to **125% of the cost of construction** of the Infrastructure Improvements (Sewer Main and Water Main) as determined by the City Engineer **unless construction is completed before the PUD is executed**. No building permits shall be granted for any Property within the PUD until the Final PUD Order is approved and recorded. The security is to be in effect until all of the Infrastructure Improvements have been constructed and the City Engineer and City Public Works Director executes a Certificate of Completion with respect to the Infrastructure Improvements attesting that they have been constructed in accordance with the Plans and Specifications.

3.3 Developer shall provide a security deposit equal to 125% of cost of construction of the Stormwater Improvements prior to the commencement of construction of the Infrastructure Improvements. This security is in addition to any security required by Section 3.2 hereof. No building permits shall be granted for any portion of the Property until an MS4 Certificate of Compliance is issued. The Stormwater Improvements are defined as the entire system utilized to collect, convey and treat stormwater. The security is to be in effect until all of the Stormwater Improvements have been constructed and the City Engineer and City Public Works Director executes a Certificate of Completion with respect to the Stormwater Improvements attesting that they have been properly constructed.

3.4 Pay City a park dedication fee of \$16,000.00 (20 – 2 bedroom units at \$800.00/unit). An additional bedroom fee of \$150.00 per bedroom will be charged at time of building permit application.

3.5 to provide written approval of the Final PUD Order by the Community Development Director, City Attorney and City Engineer as being in compliance with the Hermantown Planned Unit Development ordinance.

3.6 Pay the City's out-of-pocket costs and expenses, including attorneys' fees and engineering fees, incurred to the date the Final PUD order is issued.

4. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed sent by U.S. Certified Mail to the following name and address:

If to Developer: KTJ 360, LLC
400 Water Street
Excelsior, MN 55331

If to City: City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
Attn: John Mulder

With a copy to: Gunnar B. Johnson
Overom Law
802 Garfield Avenue
Suite 101
Duluth, MN 55802

5. The City Engineer shall, after consulting with the designated representatives of Developer, be the final authority in the event of any questions, ambiguities or disagreements regarding the interpretation of the Plans and Specifications or whether the construction of the Infrastructure Improvements have been completed in accordance with the Plans and Specifications.

6. Developer agrees that it will not make any changes to the Plans and Specifications without the prior written approval of the City Engineer and City Public Works Director.

7. Developer shall present detailed plans and specifications for the Infrastructure Improvements to the City Engineer and City Public Works Director and obtain approval of such plans

and specifications by the City Engineer, City Public Works Director. Whenever the words “Plans and Specifications” are used herein it shall mean the plans and specifications that are approved by the City Engineer and City Public Works Director. All construction work shall be completed strictly in accordance with the approved Plans and Specifications. For the purposes of this Development Agreement, Infrastructure Improvements means the following:

7.1. The sewer main (“Sewer Main”) and water main (“Water Main”) within the Project.

7.2. The Stormwater Improvements within the PUD and servicing the PUD. The proposed project utilizes the existing stormwater pond associated with the Pillars of Hermantown development. Stormwater will be collected through a series of inlets located in the parking lot and drive lane and then piped to the stormwater pond. The applicant’s engineer has submitted preliminary stormwater calculations for the proposed project which will be reviewed and approved by the City Engineer. The stormwater pond and inlet/drainage system will be owned and maintained by the Applicant.

7.3. Owner shall be responsible for, indemnify and hold harmless the City from paying for all costs and expenses in connection with the installation, construction of the water main extension.

7.4. Prior to acceptance of the sewer main and water main, the City shall be entitled to repair the water main at the expense of Owner if Owner fails to repair the or water main. Any costs and expenses incurred by the City in connection with any such repair of the water main shall be paid by Owner to the City immediately upon receipt by Owner of an itemized statement for the cost and expense incurred by the City in repairing the water main. If Owner fails to pay such amount to the City within thirty (30) days of the mailing of such itemized statement by the City to Owner, then the City may proceed to collect such amount from Owner in whatever manner it deems appropriate, including, without limitation, assessing the amount of such statement against the Property in the manner provided by law. In this regard, Owner agrees that any charge made by the City for the repair of the sewer main and water main shall be a charge for sewer service or water service. Nothing in this section shall be deemed to require the City to repair the sewer main and water main. Owner acknowledges that if Owner fails to repair the water main, that City may discontinue allowing Owner to have access to the sewer main and water main.

7.5. Upon the issuance of a Certificate of Final Completion by the City Engineer for the and public sewer and water mains, the City shall become the owner of the public sewer main and water lines covered by such Certificate of Final Completion.

7.6. Owner shall pay all legal fees and other expenses and any engineering fees and expenses incurred by the City of Hermantown in connection with the preparation of the Agreement and the documents related to this Agreement. A failure by Owner to pay such fees and expenses shall entitle City to discontinue providing sewer service and water

service to Owner until such fees and expenses are paid. Such fees and expenses shall also be deemed to be a charge for sewer service and water service.

7.7. Owner shall complete a standard form of the City's Water and Sanitary Sewer Service Application prior to making any connection to the sewer main and water main.

7.8. Owner agrees to notify the City at least three (3) working days before Owner commences the construction of the sewer main and water main extension and does further agree that no connection shall be made by Owner to the sewer main and water main until such connection, including the location of such connection, is approved and, if applicable, made by the City Public Works Director.

7.9. Owner agrees that the sewer main and water main extensions shall be built and installed in accordance with all applicable building, plumbing and other codes and regulations and in accordance with the policies, requirements and procedures of the Utility Commission of the City including the installation of required clean-outs, if applicable. The City shall be entitled to inspect the Utility Service at any time during the construction and installation of it. A drawing showing the location of the Utility Service, which must show that it is within the City Right of Way, a design for installation of the Utility Service shall be prepared by a Minnesota registered engineer and submitted to the City Public Works Director and City Engineer for their review and written approval which shall be noted on the design and drawing. No changes in the design of the sewer main and water main shall be made without the prior written approval of the City Public Works Director and City Engineer. An "as built" record drawing showing the location and depth of the sewer main and water main and a collateral assignment of any warranties related to the construction and installation of the sewer main and water main, including any covering the pipe utilized in such installation, of the shall be provided to the City within ten (10) days after the completion of the installation of the sewer main and water main. If such "as built" record drawing is not provided within such time then, in that event, the City shall be entitled to discontinue sewer service and water service to the Property until such drawing is provided.

8. Developer shall install the following private development elements:

8.1. Landscaping/Buffer consisting of a mixture of evergreen trees along the western and southern sides of the property to provide a screening buffer from the adjacent roadways per plans submitted by the Applicant's consultant.

8.2 Construction of a private, 24-foot-wide bituminous drive with curb along both sides of the drive. This bituminous drive connects to the existing drive associated with the existing Pillars of Hermantown development.

8.3 Construction of a 5 foot wide sidewalk ("Sidewalk") along the private drive connecting to the existing sidewalk associated with the Pillars of Hermantown development.

8.4 Deposit of a \$50,000.00 escrow with the City for the purpose of funding the construction a future sidewalk/trail connecting Maple Grove Road to the City's future trail system located to the north of the proposed development.

9. Before the commencement of any work on any Infrastructure Improvements, Developer, Developer's Contractor and Developer's Engineer shall meet with the City Engineer and City Public Works Director to determine guidelines to ensure that work is subject to appropriate testing and inspection before any portion of the work is covered or further work is done. Developer and Developer's Contractor may be limited, as a result of this discussion, as to work that may be done outside of regular working hours unless prior arrangements are made for inspection and testing to be done at such times and appropriate payment arrangements are made.

10. Developer acknowledges that the City Engineer may require independent testing of the work done on the Infrastructure Improvements prior to its determining that the work has been completed in accordance with the Plans and Specifications. Developer further understands and acknowledges that Developer shall be responsible for paying the costs incurred in connection with any such testing.

11. The City Engineer will execute and deliver the Certificate of Substantial Completion (Sewer Main and Water Main) in the form attached hereto as Exhibit B to the City only upon the completion of the Infrastructure Improvements and the City Engineer will execute and deliver a Certificate of Final Completion in the form attached hereto as Exhibit C to the City only upon the final completion of the Infrastructure Improvements required to be constructed by Developer.

12. Developer acknowledges and agrees that no zoning permits and no building permits will be issued for any construction within the PUD until the City Engineer executes the Certificate of Substantial Completion (Sewer Main and Water Main) in form of the one attached hereto as Exhibit B and/or the security required by Section 3.2 and Section 3.3 has been provided to City for such items and an MS4 Certificate of Compliance has been issued for the Stormwater Improvements and/or the security required by Section 3.3 has been provided to the City for the Stormwater Improvements.

13. Notwithstanding anything to the contrary contained herein Developer agrees that all of the Infrastructure Improvements will be fully completed in accordance with the Plans and Specifications no later than October 15, 2026.

14. Any security provided by Developer to City pursuant to Section 3.2 hereof shall be released upon final completion of the Infrastructure Improvements and a Certificate of Final Completion is issued by the City Engineer for such work and the record drawings for the Infrastructure Improvements on paper and electronically in auto-cad format and PDF format are provided to the City pursuant to Section 16 hereof.

15. Developer agrees that the City may exercise its rights under any security provided to it hereunder if Developer shall fail to perform any obligation required to be performed by Developer hereunder and such failure shall continue for a period of ten (10) days after written notice of such failure has been given by City to the Developer.

16. Developer will provide record drawings for the Infrastructure Improvements constructed by it pursuant to this Agreement on paper and electronically in auto-cad format and PDF

format before October 15, 2026. Developer will also provide City with an electronic copy of the recorded Plat.

17. Developer will provide the GPS data points for the wetland boundaries on all lots within the PUD and for the permanent wetland markers required to be installed by Developer.

18. Upon the issuance of a Certificate of Final Completion by the City Engineer for the Infrastructure Improvements the City shall become the owner of the Infrastructure Improvements covered by such Certificate of Final Completion. Upon the issuance of a Certificate of Final Completion by the City Engineer for the satisfaction of the provisions of Section 7 of this agreement the City shall become the owner of the utilities covered by such Certificate of Final Completion.

19. Developer will provide or cause to be provided water and sewer service to all buildings in the PUD and:

19.1 Provide the plans and specifications for the construction of the water and sewer service lines within the PUD for the City's review and approval prior to commencing construction of such water and sewer service lines.

19.2 Provide the City with a map/plan on paper and electronically in auto cad format and PDF format showing the location of water and sewer service lines. Information is to be in a coordinate system so that it can be imported into the City's GIS system.

19.3 Install a locating wire or equally effective means of marking the location of each non-conductive water or sewer service lines.

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

20. City is hereby granted access across the Property at any time to repair, maintain and restore the Stormwater Improvements and wetland areas on any of the Property and to check the location of the wetland boundaries and permanent wetland markers on the Property and any lot on the Plat.

21. In the event that the City is required to repair, restore or modify Stormwater Improvements as a result of actions by the Developer or its successors or assigns, then the City may assess the costs of such repairs, restoration or modifications against the Property or any part of the Property pursuant to Chapter 429 of the Minnesota Statutes or the City may declare that the portion of the Property upon which such Stormwater Improvements are located to be a hazardous property within the meaning Minnesota Statutes §463.15, it being agreed to and acknowledged by Developer that a failure to adequately maintain or unremedied damage to Stormwater Improvements constitutes a hazard to public safety or health.

22. The Developer further agrees that nothing in this Agreement constitutes any approval of any other licenses or permits or approvals required to be obtained under applicable law, rule, regulation or ordinance before any construction can take place on the Property. Examples of permits and approvals that are not approved by this Agreement are building permits, water and sewer connection approvals (which require payments for connection fees to the City and a CAF payment to WLSSD).

23. During construction, Developer agrees:

25.1 Erosion control measures shall be utilized and remain in place throughout the construction period, and shall not be removed until vegetation is established on the site; and

25.2 Not conduct any on-site burning or burial of brush or other site debris on the Property.

25.3 Construction activity shall comply with all City noise ordinances. There shall be no construction activity between the hours of 10:00 p.m. and 7:00 a.m.; and

25.4 Erosion control measures must be in place prior to any construction on the Final PUD, and

25.5 An MPCA Stormwater Permit and erosion control measures must be in place prior to the start of operations, and

25.6 The Applicant shall take measures to control erosion that has the potential to damage adjacent land, and control sedimentation that has the potential to leave the site, and

25.7 The site shall be kept free of dust and debris that could blow onto neighboring properties; and

25.8 Public streets shall be maintained free of dirt and shall be cleaned as necessary; and

25.9 The City shall be contacted a minimum of 72 hours prior to any work in a public street. Any required construction or excavation permits for construction shall be obtained before work commences. Work in a public street shall take place only upon the determination by the Public Works Superintendent that appropriate safety measures have been taken to ensure motorist and pedestrian safety; and

[SIGNATURES APPEAR ON NEXT PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF HERMANTOWN
AND KTJ 360, LLC**

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

City of Hermantown

By _____
Its Mayor

And by _____
Its City Clerk

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

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

Notary Public

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF HERMANTOWN
AND KTJ 360, LLC**

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

KTJ 360, LLC

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ of KTJ 360, LLC, a Minnesota limited liability company on behalf of the limited liability company.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

S 1/2 OF W 1/2 OF SW 1/4 OF SW 1/4 SECTION 14 TOWNSHIP 50 RANGE 15

PARCEL: 395-0010-04120

EXHIBIT B
CERTIFICATE OF SUBSTANTIAL COMPLETION
SEWER MAIN AND WATER MAIN

Date of Issuance: _____, 20__

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

KTJ 360, LLC, (hereinafter the “Developer”) entered into a Development Agreement (hereinafter referred to as “Development Agreement”) with the City of Hermantown, a statutory city under the laws of the State of Minnesota, (hereinafter the “City”), with respect to a development to be constructed by Developer in the City.

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

1. The construction of the Sewer Main, Water Main as defined in the Development Agreement have been fully completed in accordance with the Plans and Specifications. The date of substantial completion is hereby established as of _____.
2. All capitalized terms when used herein shall have the meaning given them in the Development Agreement.

Name of Developer’s Contractor

By _____
Its _____

The undersigned, the City Engineer, based on the foregoing Certificate and such other testing and inspections as it deemed necessary hereby certifies that the construction of the Sewer Main, Water Main defined in the Development Agreement strictly in accordance with the Plans and Specifications and the Road as defined in the Development Agreement have been substantially completed in accordance with the Plans and Specification and the terms of the Development Agreement.

Dated _____

Northland Consulting Engineers. L.L.P.

By _____
Its _____

EXHIBIT C
CERTIFICATE OF FINAL COMPLETION

Date of Issuance: _____, 2026

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

KTJ 360, LLC, (hereinafter the “Developer”) entered into a Development Agreement (hereinafter referred to as “Development Agreement”) with the City of Hermantown, a statutory city under the laws of the State of Minnesota, (hereinafter the “City”), with respect to a development to be constructed by Developer in the City.

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

1. The construction of the Infrastructure Improvements defined in the Development Agreement has been completed strictly in accordance with the Infrastructure Plans and Specifications and the terms of the Development Agreement. The date of final completion is hereby established as of _____.

2. All capitalized terms when used herein shall have the meaning given them in the Development Agreement.

3. That the following have been satisfied:

3.1. Construction of the Infrastructure Improvements have been fully completed in accordance with the Infrastructure Plans and Specifications.

3.2. The Stormwater Improvements have been completed in accordance with the MS4 Certificate of Compliance.

3.3. The provisions of Section 3.11 of this Agreement with respect to the payment of fees have been satisfied.

3.4. Developer is not in default under this Agreement.

3.5. All wetland work has been completed in accordance with any permits or approvals for such work.

3.6. Developer has provided the City with a map/plan on paper and electronically in auto cad format showing the location of water service lines and sewer service lines.

3.7. Developer has installed a locating wire or equally effective means of marking the location of each non-conductive water service lines or sewer service lines.

3.8. Developer has provided record drawings for the Infrastructure Improvements constructed by it pursuant to this Agreement on paper and electronically in auto-cad format

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

3.9. Developer has provided the GPS data points for the wetland boundaries on all lots within the Plat and for the permanent wetland markers required to be installed by Developer pursuant to Section 8.3 hereof.

3.10. Developer has provided City with a Declaration of Wetland Restrictions required by Section 20 of the Development Agreement acceptable to the City in recordable form.

3.11. Developer has complied with the provisions of Section 3.9 of the Development Agreement with regard to the Stormwater Improvements.

K TJ 360, LLC

By _____
Its _____

Developer's Engineer:

By _____
Its _____

The undersigned, the City Engineer, based on the foregoing Certificate and such other testing and inspections as it deemed necessary hereby certifies that the construction of the Infrastructure and Stormwater Improvements defined in the Development Agreement have been completed strictly in accordance with the Plans and Specification.

Dated: _____

Northland Consulting Engineers, LLP

By _____
Its _____

CITY COUNCIL MEETING DATE: 08/04/2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

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

☒ **RESOLUTION:** 2025-127 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

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

BACKGROUND

The applicant (Daniel Urshan/Urshan Family Trust) desires to demolish an existing structure and fill in the basement on a property at 5577 Hermantown Road. The existing home and portion of an accessory structure are within a Natural Environment Shoreland Area and will require filling and grading within an approximately 5,000 square feet area of disturbance.

The applicant owns a property with an existing home and detached accessory structure at 5577 Hermantown Road. An application for a parcel split, which involved a flag lot was approved by the Planning and Zoning Commission in April 2025. The applicant is now proposing to demolish the existing home on the 7.99 acre lot and fill in the foundation. The applicant then plans to construct a new home on this parcel outside of the Natural Environment Shoreland Area. The proposed work is within the Natural Environment Shoreland Area associated with Rocky Run and is expected to impact approximately 5,000 square feet of shoreland area.

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

SITE INFORMATION:

Parcel Size: 7.99 acres
Legal Access: 5577 Hermantown Road
Wetlands: Yes, per the National Wetland Inventory
Existing Zoning: S-1, Suburban
Airport Overlay: None
Shoreland Overlay: Yes – Natural Environment Shoreland – Rocky Run
Comprehensive Plan: Residential

Wetlands

Per the National Wetland Inventory (NWI) there are wetlands located along the banks of the Rocky Run and are outside of the work area associated with the proposed work.

Shoreland Area

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

Special Use Permit

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

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

- 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 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 primary structure/residence is an allowed use within the S-1, Suburban zoning district.

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

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

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

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

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

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

Findings of Fact and Recommendations

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

1. The approval is for a Special Use Permit for filling and grading in a Natural Environment Shoreland area for the purpose of demolishing an existing structure and filling in the basement on a property at 5577 Hermantown Road. The Community Development Director may approve minor variations to filling and grading as long as the variations do not result in any wetland impacts.
2. The City will follow the rules for grading and filling in a Shoreland Overlay Zone established in Section 725.02 and Section 555.07.1 and 555.07.2 including, but not limited to:
 - a. The smallest amount of bare ground is exposed for as short a time as feasible;
 - b. Temporary groundcover, such as mulch, is used, and permanent groundcover, such as sod, is planted;
 - c. Adequate methods to prevent erosion and trap sediment are employed;
 - d. Fill is stabilized to accepted engineering standards;
 - e. Adequate methods are employed to reduce the runoff and/or flow of water on or over the affected shoreland so that the grading, filling or alteration of the natural topography does not contribute to downstream flooding;
 - f. Adequate methods are employed to preserve water quality so that the grading, filling or alteration of the natural topography will not detrimentally affect the quality of the public waters of the City of Hermantown;
 - g. Adequate methods are employed for the preservation or establishment of local vegetation that provides wildlife habitat and screening; and
 - h. Fill used will consist of suitable material free from toxic pollutants in other than trace quantities.
3. The applicant shall sign a consent form assenting to all conditions of this approval.
4. The applicant shall pay an administrative fine of \$750 per violation of any condition of this approval.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

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

Resolution No. 2025-127

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

WHEREAS, Daniel Urshan/Urshan Family Trust, (“Applicants”), own the property at 395-0010-05564 submitted an application for a Special Use Permit for grading and filling within a Natural Environment Shoreland Overlay Area for the purpose of the demolition of an existing structure and the construction of a new primary structure in a S-1 Suburban District (the “Project”), with a legal description as follows:

Property ID: 395-0010-05564

West 1020.00 feet of the South 424.50 feet of SW1/4 of SE1/4, EXCEPT the East 200.00 feet thereof. SECTION 20 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 July 15, 2025 and recommended approval of the Special Use Permit at such meeting; and

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

FINDINGS OF FACT

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

A primary residential structure is allowed under the S-1, Suburban zoning district. The proposed use is compatible with development within the vicinity which is characterized by low 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 Run meet the intent of the zoning ordinance to protect natural resources. A primary residential structure is allowed in the S-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 the Rocky Run.

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

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

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

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

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

CONCLUSION

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

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

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

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted August 4, 2025.

(TOP THREE INCHES RESERVED FOR RECORDING DATA)

SPECIAL USE PERMIT

Permission is hereby granted to Daniel Urshan/Urshan Family Trust, (“Applicants”), owners of the property at 395-0010-05564, submitted an application for grading and filling within a Natural Environment Shoreland Overlay Area for the purpose of the demolition of an existing structure and the construction of a new primary structure at 395-0010-05564 (“Project”), and legally described in Attachment A.

The permission hereby granted is expressly conditioned as follows:

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

welfare, or for violation of any of the provisions of this permit.

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

- IN WITNESS WHEREOF, the Mayor and City Clerk have hereunto set their hands on behalf of the City of Hermantown on the ____ day of _____, 2025.

By _____

By _____

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

Notary Public

ACCEPTANCE OF RESOLUTION

Daniel Urshan/Urshan Family Trust, (“Applicants”), 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, Daniel Urshan/Urshan Family Trust, (“Applicants”), have executed this acceptance this ____ day of _____, 2025.

Daniel Urshan/Urshan Family Trust

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Daniel Urshan/Urshan Family Trust.

Notary Public

ATTACHMENT A

West 1020.00 feet of the South 424.50 feet of SW1/4 of SE1/4, EXCEPT the East 200.00 feet thereof. SECTION 20 TOWNSHIP 50 RANGE 15

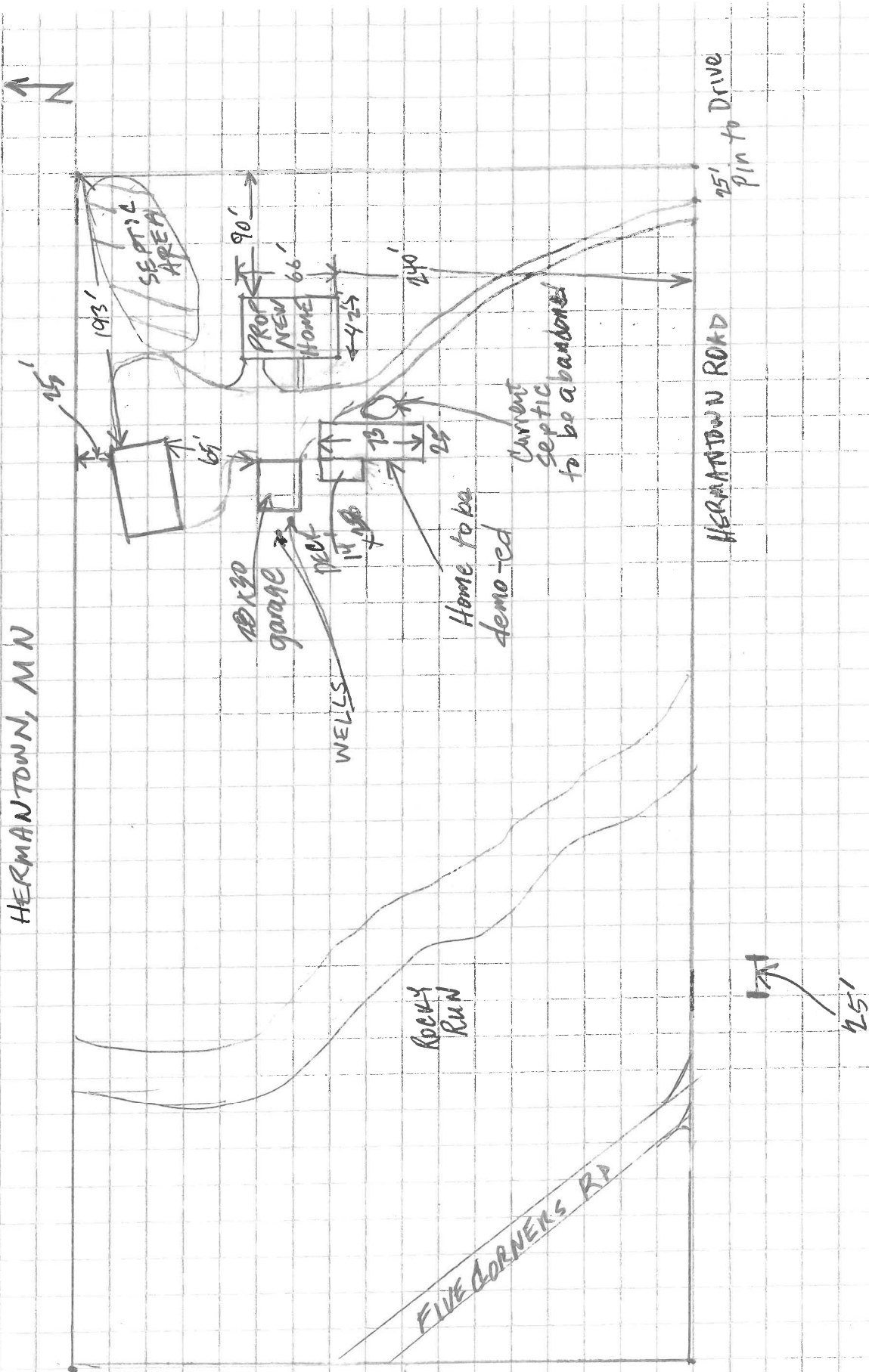
Property ID: 395-0010-05564

Location Map

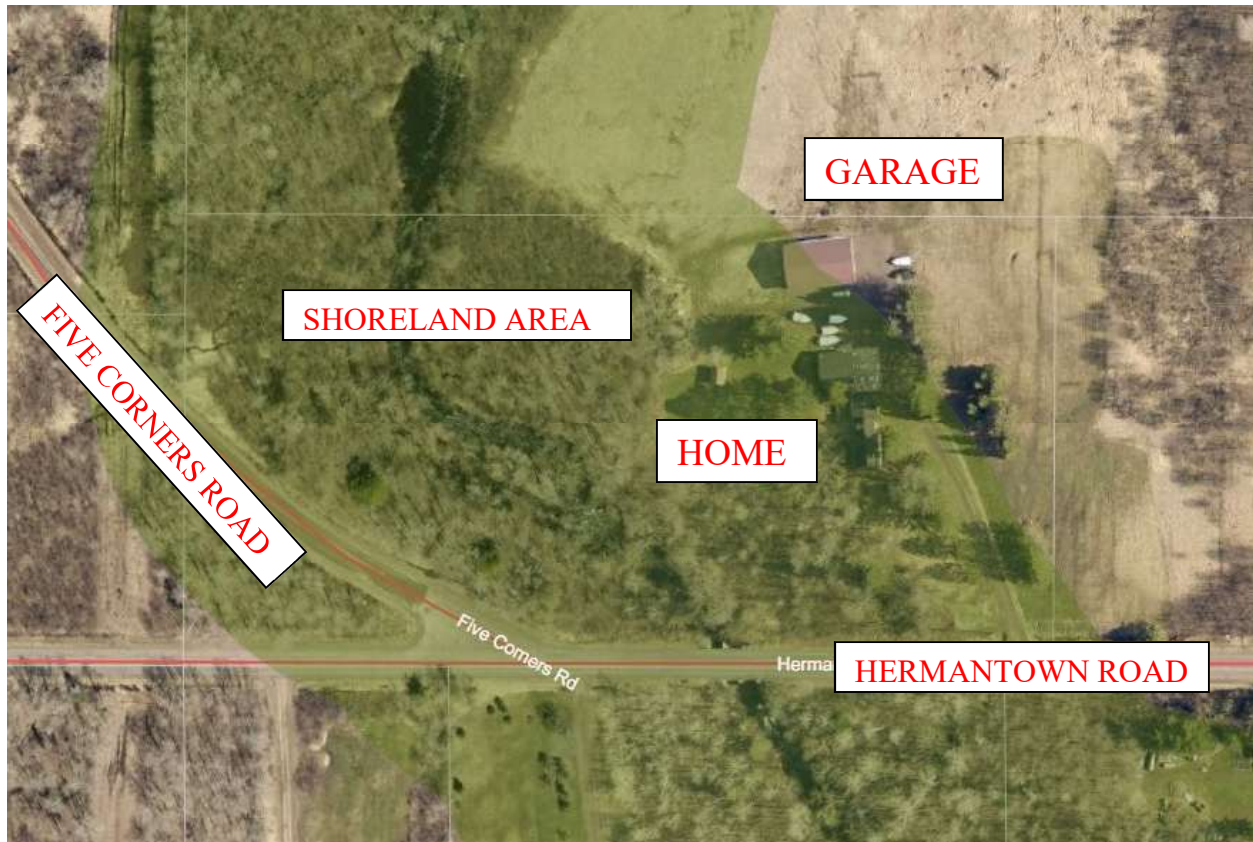


URSHAN FAMILY TRUST
5577 HERMANTOWN RD
HERMANTOWN, MN

06, 17, 25



Shoreland Map





CITY COUNCIL MEETING DATE: August 4, 2025

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Resolution Authorizing Mayor and City Clerk to Approve a Residential Purchase Agreement with Jay B. Willman and Vickie L. Willman

☐ **RESOLUTION:** 2025-129 ☐ **ORDINANCE:** ☐ **OTHER:**

REQUESTED ACTION

Direct Mayor and City Clerk to execute and deliver a Residential Purchase Agreement with Jay B. Willman and Vickie L. Willman for a portion of property located at 4711 Anderson Road.

BACKGROUND

The Willman's have approved to the terms of this agreement per numerous discussions with staff and consulting engineer, to find the best layout for access and future land development.

SOURCE OF FUNDS (if applicable)

240-433500-510 pro 323

ATTACHMENTS

Resolution
Purchase Agreement

Resolution No. 2025-129

**Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver
A Purchase Agreement With Jay B. Willman And Vickie L. Willman**

WHEREAS, Jay B. Willman and Vickie L. Willman, husband and wife, (collectively “SELLERS”) the owner of 4711 Anderson Road and legally described on Exhibit A attached hereto (“Property”); and

WHEREAS, in order to build the second water connection a, the City of Hermantown (the “City”) has proposed to purchase a portion of the Property from the Seller for a purchase price not-to-exceed \$30,000; and

WHEREAS, the City Council has duly considered this matter and finds, determines and declares that the purchase of the Property in the amount not-to-exceed \$30,000.00 pursuant to the terms of the Purchase Agreement attached hereto as Exhibit B, is in the best interests of the City.

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

1. The Purchase Agreement substantially in the form of the one attached hereto as Exhibit B, subject to approval on any non-substantive changes as are approved by the City Administrator and the City’s legal team, is hereby approved and for a purchase price not \$30,000.00.

2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and execute and deliver whatever documents are necessary to consummate the transactions contemplated by the Purchase Agreement.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____

and the following voted in opposition thereto:

Councilors _____

WHEREUPON, such resolution was declared duly passed and adopted on August 4, 2025.

EXHIBIT A
Legal Description

A tract of land in the Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$), Section Twenty-five (25), Township Fifty (50) North of Range Fifteen (15) West of the Fourth Principal Meridian, described as follows: Commencing:

A TRACT OF LAND IN SW1/4 OF SE1/4 COMM AT THE SE COR ALSO BEING THE PT OF BEG THENCE N ALONG THE E LINE 397 FT THENCE DEFLECT 90DEG 24'10" TO THE LEFT IN A WLY DIRECTION 329.36 FT THENCE DEFLECT 89DEG34'45" TO THE LEFT IN A SLY DIRECTION AND PARALLEL WITH THE E LINE 397 FT TO THE SLY LINE THENCE ELY ALONG SAID SLY LINE TO THE PT OF BEG

Abstract Property

Parcel Id No. 395-0010-07591

EXHIBIT B
Purchase Agreement

VACANT LAND REAL ESTATE PURCHASE AGREEMENT

THIS VACANT LAND REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made as of the 21 day of July, 2025, between **Jay B. Willman and Vickie L. Willman**, husband and wife, (collectively "Seller") and **City of Hermantown**, a Minnesota statutory city ("Buyer").

In consideration of the mutual covenants and agreements hereinafter contained and in consideration of the sum of Five Hundred and No/100 dollars (\$500.00) ("Earnest Money") in hand paid by Buyer to Seller, receipt of which is acknowledged by Seller, Seller and Buyer agree as follows:

ARTICLE 1 SALE AND PURCHASE

Seller shall sell to Buyer, and Buyer shall purchase from Seller, in the manner described in this Agreement, the following property (collectively, the "Property"):

1.1 **Real Property.** The real property located in the City of Hermantown, County of St. Louis, State of Minnesota identified as "Parcel B" on Exhibit A attached hereto, together with all easements and rights benefiting the described real property (collectively referred to as the "Real Property" or "Property").

1.2 **Vacant Land.** The Real Property is vacant and not occupied by any buildings, structures or personal property.

1.3 **Driveway Access.** Buyer will grant Seller a license agreement for driveway access substantially in the form of the one attached hereto as Exhibit B ("Access Agreement").

ARTICLE 2 CALCULATION AND DETERMINATION OF PURCHASE PRICE

2.1 Buyer shall pay to Seller for the purchase price of the Property ("Purchase Price"), on the Closing Date as hereinafter defined, the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) in the following manner:

2.1.1 Five Hundred and No/100 Dollars (\$500.00) as Earnest Money paid herewith by check, receipt of which is hereby acknowledged by Seller; and

2.1.2 Twenty-nine Thousand Five Hundred and No/100 Dollars (\$29,500.00) in cash on the Closing Date.

ARTICLE 3

CLOSING

3.1 **Closing Date.** Provided all the terms and conditions hereof have been met, the closing date shall be within thirty (30) days from the execution of this Agreement and the approval and recording of the appropriate document of the parcel split ("Parcel Split"), or such other date agreed to in writing by Buyer and Seller ("Closing Date"). Seller shall deliver possession of the Real Property on the Closing Date.

3.2 **Place of Closing.** The delivery of all papers and monies to be made at the closing shall be at the office of the First American Title Insurance Company, 11 E Superior St Suite 110, Duluth, MN 55802 ("Title Company"), or such other place as is mutually agreed to by the parties.

3.3 **Closing Documents.** On the Closing Date, Seller shall execute and deliver to Buyer:

3.3.1 A Warranty Deed;

3.3.2 A Well Disclosure Statement, if applicable.

3.3.3 A standard form of Seller's affidavit stating that there are no unsatisfied judgments of record, no actions pending in any state or federal courts, no tax liens and no bankruptcy proceedings filed against Seller; that no labor or materials have been furnished to the Real Property since one hundred twenty (120) days preceding the Closing Date for which payment has not been made; and that there are no unrecorded interests relating to the Property;

3.3.4 An affidavit stating that Seller is not a foreign person for purposes of the Internal Revenue Code, and stating Seller's United States Taxpayer Identification Number as well as any other information required for this sale under the Internal Revenue Code and its regulations; and

3.3.5 All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances.

ARTICLE 4

DEED/MARKETABLE TITLE

4.1 **Examination of Title.** Within ten (10) calendar days after the execution of this Agreement, Seller shall furnish Buyer with a commitment for an ALTA Owner's Title Insurance Policy for the full amount of the purchase price obtained from First American Title Insurance Company in Duluth, Minnesota, Buyer shall have (10) business days after receipt of the Commitment for Title Insurance to provide Seller with written objections thereto. Buyer shall be deemed to have

waived any title objection not made within the ten (10)-day period. Seller does not have an abstract for the Property so no abstract will be provided to Buyer.

4.2 Title Corrections and Remedies. Seller shall have 120 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 120-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

4.2.1. If notice is given and Seller makes title marketable, then upon presentation to Buyer of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

4.2.2. If notice is given and Seller proceeds in good faith to make title marketable but the 120-day period expires without the title being made marketable, Buyer may declare this Agreement void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.

4.3. Intent to Render Title Marketable. If Seller does not give notice of intention to make title marketable, or if notice is given but the 120-day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may as permitted by law do one or more of the following:

4.3.1. Proceed to closing and waive any other remedies against Seller.

4.3.2. Seek rescission of this Purchase Agreement by notice as provided herein, in which case the Purchase Agreement shall be void and all earnest money paid hereunder shall be refunded to Buyer.

4.4. Default by Buyer. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may cancel this contract as provided by statute and retain all earnest money paid hereunder.

4.5. Default by Seller. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law, seek specific performance within six months after such right of action arises.

4.6. Deeds. Subject to performance by Buyer, Seller shall deliver a Warranty Deed conveying marketable title to Buyer subject only to: (a) building and zoning laws, ordinances, state and federal regulations; (b) reservation of any minerals or mineral rights; and (c) any objections to title waived by Buyer, in the event the transaction proceeds to a closing.

ARTICLE 5
REAL ESTATE TAXES; SPECIAL ASSESSMENTS

5.1 **Real Estate Taxes.** Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual Closing Date. Seller shall pay real estate taxes due and payable in the years prior to the Closing Date. Buyer shall pay real estate taxes payable in the years subsequent to Closing Date. Seller shall pay no later than Closing any deferred real estate taxes or special assessments payment which is required as a result of the closing of this sale.

5.2 **Assessments.** Seller shall pay on the Closing Date all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing. Seller shall pay on Closing Date all other special assessments levied as of the date of this Agreement.

ARTICLE 6
PRORATIONS, CLOSING COSTS

6.1 **Prorations.** All items customarily prorated and adjusted in connection with the closing of the sale of the Property, including but not limited to rents and operating expenses, shall be prorated as of the Closing Date. It shall be assumed that Buyer will own the Property for the entire date of the closing. If at the Closing Date any tenant is delinquent in any payments required of it, then to the extent Buyer receives from such tenant amounts in excess of the payments due Buyer under this Agreement, Buyer will remit such amounts to Seller after Buyer is paid for such amounts.

6.2 **Closing Costs**

6.2.1 Seller shall pay:

6.2.1.1 Any deed tax required to be paid to record the Warranty Deed.

6.2.1.2 The cost to prepare and record any documents needed to clear any title objections.

6.2.1.3 Seller's share of the Real Estate Taxes and special assessments payable under Article 5 hereof.

6.2.1.4 Seller's attorney's fees.

6.2.2 Buyer shall pay:

6.2.2.1 All costs in connection with obtaining the Title Insurance Commitment required to be provided under Section 4.1 hereof.

6.2.2.2 Buyer's attorney's fees

6.2.2.3 Buyer's share of the real estate taxes payable under Article 5 hereof.

6.2.2.4 The premium for any Owner's and Lender's Policy of Title Insurance.

6.2.2.5 Any costs associated with Buyer's financing for the purchase including loan organization fee, appraisal, lender's title insurance, phase one environmental investigation, survey, mortgage registration tax and filing fees.

6.2.2.6 Any recording fees related to the Warranty Deed.

6.2.2.7 Any recording fees of a Well Disclosure Certificate, if applicable.

6.2.2.8 Any closing fee charged by the Title Company that closes the sale.

ARTICLE 7

RISK OF LOSS

7.1. By Damage or Destruction. Risk of loss by damage or destruction to all or any part of the Property prior to the Closing Date shall be borne by Seller. Seller shall immediately give notice to Buyer of such damage or destruction. In the event of such damage or destruction, Buyer at its option may by written notice terminate this transaction, whereupon this Agreement shall terminate, the earnest money shall be immediately refunded to Buyer, and Buyer and Seller agree to sign a cancellation of purchase agreement.

If Buyer elects to consummate this transaction, Seller shall either forthwith (1) repair, restore, and replace any such damage or destruction as promptly as possible, in a good and workmanlike manner, to at least the same condition as the Property was in prior to such damage or destruction, or (2) assign any insurance proceeds for such casualty loss to Buyer and pay any additional amount to Buyer which may be needed to restore the Property to the same condition in which it was prior to such damage or destruction, in which case Buyer shall forthwith repair, restore, and replace any such damage or destruction as promptly as possible, in a good and workmanlike manner, to at least the same condition as the Property was in prior to such damage or destruction. If the Property has not been restored and repaired by the Closing Date, Buyer at its option may terminate this transaction, whereupon this Agreement shall terminate, the earnest money shall be immediately refunded to Buyer, and Buyer and Seller agree to sign a cancellation of purchase agreement.

7.2. By Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened prior to Closing, and risk of loss to the Property due to any other cause, remains with Seller until Closing. If, prior to Closing, any actual or threatened condemnation occurs of all or any material portion of the Property, then Seller shall promptly notify Buyer of same and elect in writing to Buyer the option of either (i) terminating this Agreement by giving written notice to Buyer, whereupon this Agreement shall terminate, the earnest money shall be immediately refunded to Buyer, and Buyer and Seller agree to sign a cancellation of purchase agreement, or (ii) completing the closing of the purchase of the Property, in which event all condemnation proceeds collected by Seller prior to Closing shall be credited against the Purchase Price and, at Closing, Seller shall assign to Buyer any and all condemnation proceeds which have not been paid to or collected by Seller at that time.

ARTICLE 8 **ASSIGNMENT**

Buyer shall have the unqualified right to assign all or part of its rights and obligations hereunder to a partnership or other entity in which Buyer has an interest. In the event any assignment is made by Buyer in accordance with this Article, Buyer shall not be relieved from any and all liability hereunder

ARTICLE 9 **BUYER'S INSPECTIONS**

Buyer shall have the right to inspect the Property prior to the Closing. The Property is being sold "AS IS" with no express or implied representations or warranties by Seller as to the physical conditions or fitness for any particular purpose.

ARTICLE 10 **SURVIVAL OF PURCHASE AGREEMENT**

The terms, conditions, and warranties of this Agreement shall not be merged into the Warranty Deed, but shall, where applicable, survive the delivery of such the Warranty Deed from Seller to Buyer.

ARTICLE 11 **SUBDIVISION**

If Buyer elects to have any part of the Property conveyed so that the conveyance results in a subdivision, then Buyer shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller will reasonably cooperate with Buyer with respect to any such subdivision approval.

ARTICLE 12
NOTICES

Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

With respect to Buyer:

City of Hermantown
Attn: City Administrator
5105 Maple Grove Road
Hermantown, MN 55811

Phone: (218) 729-3600
Email: jmulder@hermantownmn.com

With respect to Seller:

Jay B. Willman
Vickie L. Willman
4711 Anderson Road
Hermantown, MN 55811

Phone:
Email:

If requested by recipient, any notice delivered by email shall be followed by personal or mail delivery of such correspondence and any attachments. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1. Facsimile and Electronic Signatures. The parties hereto consent and agree that this Agreement may be signed and/or transmitted by e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN", such party is signing this Agreement electronically, and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

13.2. **Wells.** Seller certifies that there is a well on the Real Property. Seller will deliver to Buyer a Well Disclosure Statement indicating the legal description and map drawn from available information showing the location of the well to the extent practicable by Seller. The Warranty Deed between Buyer and Seller will certify the completion of the requirements identified in this Section 12.2 and will be recorded with the Warranty Deed and time of Closing.

13.3. **Point of Sale Requirements.** Certain counties in the State of Minnesota require a licensed inspector through the appropriate City, County or Township to prepare and submit an inspection report and remit such report to the appropriate On-Site Wastewater Division. Buyer will use its best efforts to obtain a letter stating there are no septic systems on the property, Certificate of Compliance of Existing System or Notice of Non-Conforming or Notice of Non-Compliance, as the case may be before the Closing. Any work required to be performed to proceed to a Closing shall be at the sole expense and obligation of Buyer.

13.4. **Time is of the Essence.** Time is of the essence for all provisions of this Agreement.

13.5. **Entire Agreement; Modification.** This Agreement, together with all Exhibits hereto, constitutes the complete agreement between the parties and supersedes any prior oral or written agreement between the parties regarding the Property. This Agreement merges and supersedes all prior negotiations, representations, and agreements. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer, and their respective successors and assigns.

13.6. **Legal Counsel.** Each of Buyer and Seller acknowledges and agrees that they have fully read, completely understands and voluntarily enters into and executes this Agreement. Each of Buyer and Seller acknowledges that they/it have been represented and advised by counsel of their/its choosing during the pendency of the negotiations that have resulted in the drafting and execution of this Agreement and the other Agreements contemplated or referenced in this Agreement. The terms of this Agreement and the other related Agreements should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this Agreement and the other related Agreements may be legally enforced.

13.7. **Dispute Resolution.** Buyer and Seller shall attempt to resolve any disagreements under this Agreement. If such efforts do not resolve such disagreement within thirty (30) calendar days, then Buyer and Seller shall enter into mediation through a mediator authorized to conduct mediation under the Minnesota Supreme Court Alternative Dispute Resolution System. If mediation does not resolve such disagreements within thirty (30) calendar days after the matter is submitted to mediation, then Buyer and Seller shall be entitled to take whatever action is necessary or appropriate to seek redress of any disagreements. The venue and jurisdiction for any such further proceedings shall be in the District Court for St. Louis County, Minnesota.

13.8. **Federal Reporting Requirements.** Buyer and Seller acknowledge that IRC Section 6045(e) requires that the amount of gross proceeds from a real estate transaction be reported to the IRS. Buyer and Seller instruct the Escrow Agent to comply with that Code section and make

said report. Seller instructs the Escrow Agent to report the gross proceeds of this sale to the IRS on form 1099-B or W-9 or any subsequently approved IRS form.

13.9. **Brokers' Commissions.** Seller and Buyer each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement ("Brokers' Commission"). Each party shall indemnify, defend and hold the other party harmless from and against any claims, demands, damages or costs of any kind whatsoever arising from or connected with any Brokers' Commission asserted by a person claiming through the indemnifying party.

13.10. **Waiver.** The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement thereafter.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer hereto has executed this Agreement as of the above date.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT.

BEFORE SIGNING, CONSULT A LAWYER

BUYER:

City of Hermantown

By _____
Wayne Boucher
Its Mayor

And by _____
Alissa McClure
Its City Clerk

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Seller hereto has executed this Agreement as of the above date.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT.

BEFORE SIGNING, CONSULT A LAWYER

SELLER:

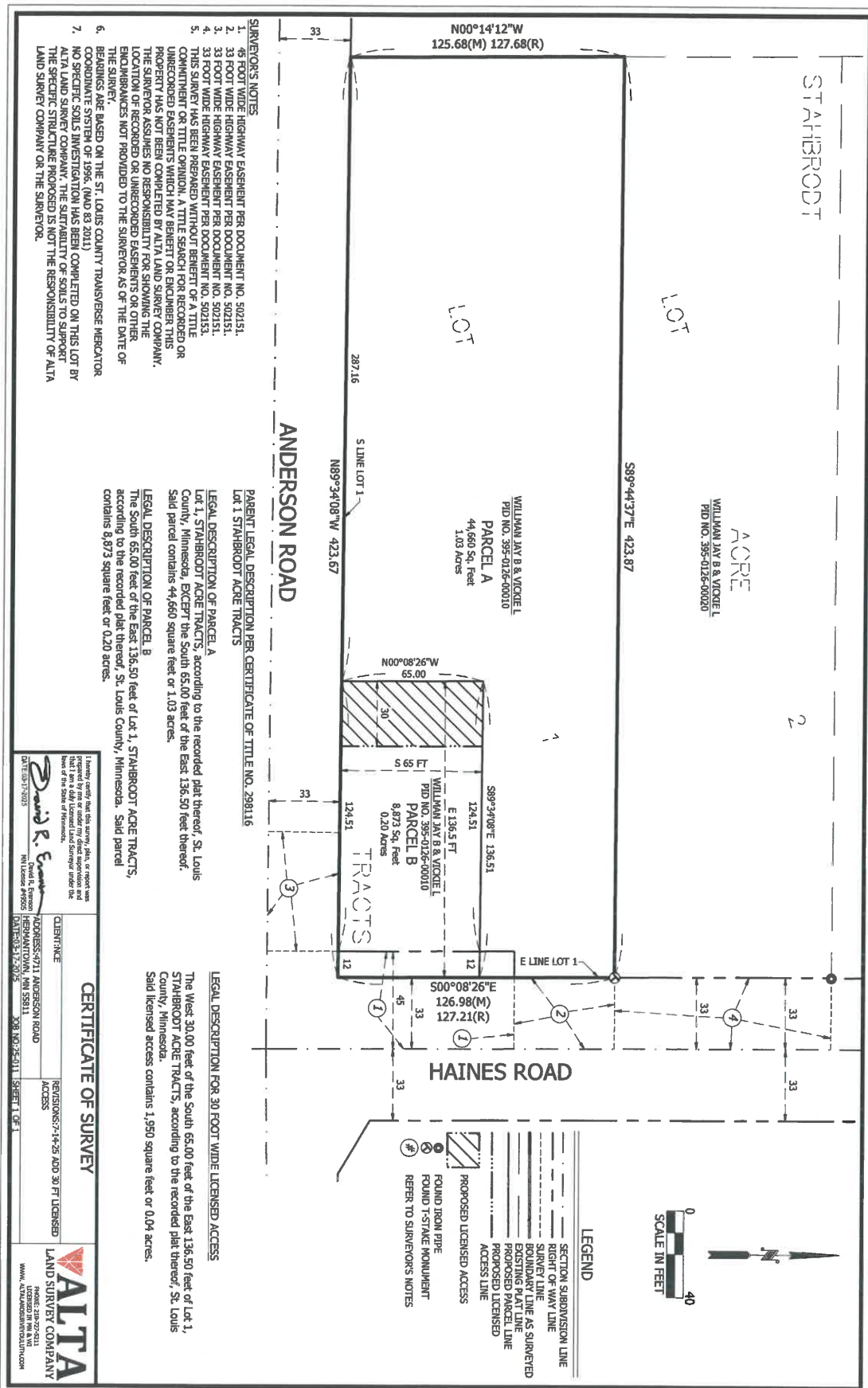

Jay B. Willman


Vickie L. Willman

[END OF SIGNATURES]

This instrument was drafted by:
Gunnar B. Johnson
OVEROM LAW, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802
(218) 625-8463

EXHIBIT A
Depiction of Real Property



DRIVEWAY LICENSE AGREEMENT

THIS driveway LICENSE AGREEMENT ("Agreement") is made effective as of _____, 2025 ("Effective Date") by and between **City of Hermantown** ("Licensor"), a Minnesota statutory city, and **Jay B. Willman and Vickie L. Willman**, husband and wife (collectively "Licensee").

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. License and Use of Licensed Premises.

1.1. Subject to the terms and conditions of this Agreement, Licensee shall have the right to use the 30x65 foot driveway area depicted on Exhibit A ("Licensed Premises") for access.

1.2. Licensee will comply with all local, state, and federal laws as they relate to the condition, use, occupancy, or alteration of the Licensed Premises. The Licensed Premises may not be used in any manner which endangers health, the environment, creates a nuisance, or is otherwise incompatible with Licensor's use of Parcel B identified on Exhibit A attached hereto.

2. Term and Termination.

2.1. The term of the license granted under this Agreement shall be perpetual.

2.2. Either party may terminate this Agreement at any time upon sixty (60) days' written notice to the other party.

3. Installation, Maintenance and Operation of Equipment.

3.1. Licensee agrees not to make any alterations in or additions to the Licensed Premises without in each instance first obtaining the written consent of Licensor, which consent shall be in Licensor's sole discretion.

3.2. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease.

4. No Interference. Licensee will not interfere, reduce or impair Licensor's use of the Licensed Premises or the Licensor's use of Parcel B identified on Exhibit A attached hereto.

5. Construction Liens. Licensee shall pay or cause to be paid all costs for work done by Licensee or caused to be done by Licensee of a character which will or may result in liens on Licensor's property depicted on Exhibit A attached hereto. Licensee hereby agrees to indemnify, defend, and save Licensor harmless of and from all liability, loss, damage, costs or expenses,

including attorney's fees, on account of any claims of any nature whatsoever pursuant to this paragraph, including claims or liens of laborers or materialmen or others for work performed or materials or supplies furnished to Licensee or persons claiming under Licensee.

6. Disclaimer of Warranty; Limitation of Liability. NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS AGREEMENT THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LICENSED PREMISES IS LICENSED TO LICENSEE ON AN "AS IS" BASIS. LICENSOR MAKES NO WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE LICENSED PREMISES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In no event will Licensor be liable to Licensee for any incidental, consequential, indirect, special or punitive damages of any nature whatsoever regardless of the foreseeability thereof (including, without limitation, any claim from Licensee or any third party for loss of services, lost profits, or lost revenues) arising under or in connection with this Agreement or the license granted under this Agreement. In no event shall Licensor's total liability under this Agreement exceed the amount received by Licensor as licensee fees hereunder.

7. Damage to Property. Licensee shall neither hold nor attempt to hold Licensor liable for any injury or damage, either proximate or remote, occurring through or caused by fire, water, steam, or any repairs, alterations, injury, accident, or any other cause to the Licensed Premises, except that Licensor shall be liable for any uninsured injury or damage proximately caused by the gross negligence of Licensor, its employees or agents. Licensee shall obtain and maintain throughout the term of this Agreement such insurance as Licensee deems necessary and prudent on the property. Licensor and Licensee covenant that no insurer shall hold any right of subrogation against such other party for damage to real or personal property.

8. Indemnification. Except as directly caused by the gross negligence or willful misconduct of Licensor, Licensee shall indemnify, defend and hold harmless Licensor and its successors and their respective employees, representatives and agents, from and against all claims, actions, demands, costs and expenses (including reasonable attorneys' fees) made by Licensee or any third party against Licensor that in any way relate to this Agreement or the license granted under this Agreement.

9. Surrender and Notice. Upon the termination of this Agreement, Licensee shall quit and surrender to Licensor the Licensed Premises in good order and condition. In the event Licensee fails to vacate the Licensed Premises on a timely basis as required, Licensor may, at its sole discretion, remove any items and retain or dispose of any such removed materials.

10. Damage and Destruction. In the event the Licensed Premises is damaged by fire or other casualty, the license granted hereby shall automatically terminate, but this Agreement shall otherwise remain in full force and effect.

11. Notice. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent

to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

With respect to Buyer:

City of Hermantown
Attn: City Administrator
5105 Maple Grove Road
Hermantown, MN 55811

Phone: (218) 729-3600

Email: jmulder@hermantownmn.com

With respect to Seller:

Jay B. Willman
Vickie L. Willman
4711 Anderson Road
Hermantown, MN 55811

Phone:

Email:

If requested by recipient, any notice delivered by email shall be followed by personal or mail delivery of such correspondence and any attachments. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

12. Assignment. This Agreement and the license granted under this Agreement may not be assigned by Licensee without the prior written consent of Licensor. Licensor may assign its rights and obligations hereunder effective upon notice to Licensee.

13. Miscellaneous.

13.1. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties or commitments except as provided herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral.

13.2. Amendments. No purported amendment, modification or waiver of any provision of this Agreement shall be effective unless in a writing specifically referring to this Agreement and signed by the parties hereto.

13.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its principles of conflicts of laws. The parties hereby irrevocably submit to the jurisdiction and venue of the courts of St. Louis County, Minnesota, to adjudicate any dispute arising hereunder or relating hereto.

13.4. No Waiver. No exercise of waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy. No delay on the part of a party in the exercise of any right or remedy shall operate as a waiver thereof.

13.5. No Third Party Beneficiaries. This Agreement is written solely to set forth the respective rights and obligations of the parties hereto and is not intended to create or convey any rights whatsoever with respect to any third party.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Licensor acknowledges this agreement to the terms and conditions contained in this Driveway License Agreement and execute and authorize this Agreement as of the date first above written.

LICENSOR:

City of Hermantown

By _____
Wayne Boucher
Its Mayor

And by _____
Alissa McClure
Its City Clerk

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee acknowledges this agreement to the terms and conditions contained in this Driveway License Agreement and execute and authorize this Agreement as of the date first above written.

LICENSEE:


Jay B. Willman


Vickie L. Willman

[END OF SIGNATURES]

This document was drafted by:
Gunnar B. Johnson
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802

EXHIBIT A

