



Hermantown City Council Meeting - Monday, May 5, 2025

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

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

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

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

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



AGENDA

**Pre-Agenda Meeting, Monday, May 5, 2025 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

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

**City Council Meeting, Monday, May 5, 2025 at 6:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

Invitation to participate:

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

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

Order of discussion

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

**CITY OF HERMANTOWN
AGENDA**

**Pre-Agenda Meeting, Monday, May 5, 2025 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting, Monday, May 5, 2025 at 6:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ANNOUNCEMENTS

Council Members may make announcements as needed.

5. PUBLIC HEARING

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

6. COMMUNICATIONS

A. Correspondence 25-71 through 25-85 placed on file **6**

I. 25-85 **8**

From: Eric Johnson, Community Development Director
To: Mayor & City Council
Re: 5788 & 5790 Hermantown Rd. Subdivision

7. PRESENTATIONS

A. Q1 Financials **37**

Kevin Orme, Director of Finance & Administration
(Pre-Agenda Only)

B. Close Out Plans: Hermantown Road & Fichtner Park

David Bolf, City Engineer
(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.

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| A. Minutes - Approval or correction of April 21, 2025 City Council Continuation Minutes and the April 28, 2025 Work Session Minutes | 39 |
| B. Accounts Payable - Approve general city warrants from April 16, 2025 through April 30, 2025 in the amount of \$283,440.04 | 49 |

11. ORDINANCES

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.

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| A. 2025-72 <u>Resolution Honoring National Police Week, Peace Officers Memorial Day, And Celebrating 50 Years Of Service By The Hermantown Police Department</u> | 52 |
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(motion, roll call)

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| B. 2025-73 <u>Resolution Approving Tentative Agreement And Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreements With Law Enforcement Services Inc (Deputy Chiefs) For The Period Of January 1, 2025 Through December 31, 2027</u> | 53 |
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(motion, roll call)

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| C. 2025-74 <u>Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For The Use Of The City Of Hermantown Athletic Fields With The Hermantown Summer Softball Association</u> | 73 |
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(motion, roll call)

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| D. 2025-75 <u>Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Development Agreement With BMAX Inc. For The Stebner Road Planned Unit Development Project</u> | 78 |
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(motion, roll call)

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| E. 2025-76 <u>Resolution Accepting A Proposal For Engineering Services For An American with Disabilities Act (ADA) Inventory From Northland Consulting Engineers</u> | 99 |
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(motion, roll call)

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| F. 2025-77 <u>Resolution Receiving Preliminary Engineering Report And Calling For A Public Hearing For Road Improvement District No. 452 (Lightning Drive & Thunderchief Lane Including Sanitary Sewer Extension And Other Infrastructure Improvements In Section 14)</u> | 103 |
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(motion, roll call)

- G. **2025-78 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement For Parcel 395-0010-04340 To Minnesota Power From The City Of Hermantown For The Duluth Loop Reliability Project**

136

(motion, roll call)

- H. **2025-79 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement For Parcel 395-0010-04390 To Minnesota Power From The City Of Hermantown For The Duluth Loop Reliability Project**

151

(motion, roll call)

- I. **2025-80 Resolution Approving Change Order Numbers 21, 22 & 23 (KA Change Order #7) For The NorthStar Ford Arena In The Amount Of \$27,072.27**

165

(motion, roll call)

- J. **2025-81 Resolution Approving Pay Request Number 11 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$2,490,592.60**

198

(motion, roll call)

13. **CLOSED SESSION**

14. **RECESS**

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
4/18/2025	25-71	John Gulliver, gulli003@umn.edu	Trish Crego, Utilty & Infrastructure Dir.	Support Letter for Sea Grant Proposal	4/14/2025
4/21/2025	25-72	Zachary Golkowski, MN Power	City of Hermantown	Iron Range - St. Louis County - Arrowhead 345 kV Transmission Project	4/18/2025
4/23/2025	25-73	Steven Beck, 4087 Reinke Rd.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0000- 02122	4/14/2025
4/23/2025	25-74	Dave & Cathy Ehret, 5235 Kingwood Ln.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0070- 00172	4/21/2025
4/23/2025	25-75	Mike Perell, mcperell@gmail.com	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0087- 00100	4/23/2025
4/23/2025	25-76	Mike Amendola, 3754 Midway Rd.	Board of Appeals, St. Louis County	Appeal Market Value of Property	4/23/2025
4/23/2025	25-77	Judy Avis Granmo, 5460 Morris Thomas Rd.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0010- 09830	4/21/2025
4/24/2025	25-78	John Mulder, City Administrator	Jason Loons, AFSCME Council 5 Local 66	Petition for Mediation	4/24/2025
4/25/2024	25-79	Chester Luczak, 5809 Maple Grove Rd.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0010- 04920	4/24/2025
4/25/2025	25-80	Barb Harris, 4017 Stebner Rd.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0119- 00050	4/24/2025
4/25/2025	25-81	Jacob & Alaina Warkentin, 5752 Rose Rd.	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0010- 02122	4/24/2025
4/25/2025	25-82	Kelsi Lilliberg, 5821 MN 194	Board of Appeals, St. Louis County	Appeal Market Value of Property 395-0077- 00050 & 395-0077-00060	4/24/2025
4/25/2025	25-83	Eric Johnson, Comm. Dev. Dir.	Jeff & Gary Gilbert, 3850 Old Midway Rd.	Peyton Acres, Phases 2A and 3 - Letters of Credit	4/25/2025
4/25/2025	25-84	Natalie Owen, National Insurance Services	John Mulder, City Administrator	MN Paid Leave Law Update #2	4/25/2025

2025 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
4/29/2025	25-85	Eric Johnson, Comm. Dev. Dire	Mayor & City Council	5788 and 5790 Hermantown Rd. Subdivision	4/29/2025

CITY COUNCIL MEETING DATE: 05/05/2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: 5788 and 5790 Hermantown Road Subdivision

RESOLUTION:

ORDINANCE:

OTHER: Memo

REQUESTED ACTION

Update to the City Council regarding the subdivision associated with 5788 and 5790 Hermantown Road

BACKGROUND

In April 1985, Willerd Engstrom (owner) of a 16 acre parcel (395-0010-08890), requested a variance to create two flag shaped parcels fronting Hermantown Road. The original parcel had 240 feet of frontage along Hermantown Road.

From staff review of the zoning folder associated with 395-0010-08890 (5788), the April 2, 1985 Board of Appeals and Adjustments minutes, a 66' ROW was discussed along the east side of the property with it serving as a 'paper street' and only contain a driveway. Should future owners and/or further subdivision of the property occur, the owner(s) could petition the City for the construction of a street and have the cost assessed back to the property owner(s).

Ultimately, this application was denied at the time with lack of hardship being shown as the reason for the denial.

In 2000, the owner resubmitted a variance application for the creation of the two lots from the original 16 acre parcel. The application was heard by the Board of Appeals and Adjustments at their June 2000 meeting and was approved with two of the conditions being 1) A 66' right of way (ROW) be dedicated to the City and 2) The access drive to the new buildable lot be constructed to allow emergency vehicle access at all times.

The City issued variance 00-102 to Willerd Engstrom for parcel 395-0010-08890 on August 8, 2000 with the two above mentioned conditions being part of the granted variance. City staff requested an Ownership and Encumbrances (O&E) on parcels 395-0010-08890 (5788) and 395-0010-08900 (5790) in April 2025. Upon review of the provided material, it did not appear that the required 66' ROW was dedicated to the City.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

April 2, 1985 Board of Appeals and Adjustments minutes
June 13, 2000 Board of Appeals and Adjustments minutes
June 20, 2000 Zoning Certificate
August 8, 2000 Clerk's Certificate granting variance
September 6, 2001 John Klaers Easement letter

CITY OF HERMANTOWN
BOARD OF APPEALS & ADJUSTMENT
PUBLIC HEARING/Willerd Engstrom
April 2, 1985
7:05 P.M.

ROLL CALL: Terry Olmem, Larry Anderson, Vern Fournier, Councilor Holt;
Henry Hanka, City Planner; Kathleen Kesty, Secretary

ABSENT: Dan Casey

VISITORS: Mr. and Mrs. Willerd Engstrom, 2760 Gleason Road; James Thorstensen, 4980 Hermantown Road

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Hermantown Board of Appeals & Adjustment at 7:00 P.M. on Tuesday, April 2, 1985 at the Hermantown City Hall, 3159 Maple Grove Road to consider an application by Willerd Engstrom for a variance from the frontage requirement in order to divide property and place mobile homes on land described as E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Ex. N 418 ft of W 418 ft located within Section 30, CVT: 395, PLAT: 10, PARCEL: 8890.

Such persons that desire to be heard with reference to the above application will be heard at this hearing. Written or oral objections will be considered.

Letters were sent to the following:

Wayne Peterson	4950 Hermantown Road
James & Debra Thorstensen	4980 Hermantown Road
James Caspersen	4988 Hermantown Road
Mary Jo Caspersen	4988 Hermantown Road
Harvey Helmer	Midway Road, Box 8 Adolph, Minnesota 55701
James Foucault	PO Box 6471 Bend, Oregon 97701
John Seesock	PO Box 1085 Proctor, Minnesota 55810
Dean Glockle	4939 Hermantown Road
Ernest Newville	1703 Highway 2
Willerd Engstrom	2760 Gleason Road Proctor, Minnesota 55810
Gary Newville	1735 Highway 2
Warren Berg	4995 Hermantown Road
Vicki Grimm	1001 Park Ave. Apt. 124 Minneapolis, Minn. 55404

Board of Appeals & Adjustment

Vernon Fournier	3310 Shelby Road
Terry Olmem	4087 Ugstad Road
Larry Anderson	4380 Solway Road
Dan Casey	3509 Wargin Road
Steve Overom, City Attorney	Halverson, Watters, Bye, Downs & Maki, Lt
Richard Holt, Councilor	4054 Ugstad Road
Henry Hanka, City Planner	450 Leicester

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Terry Olmem, 4087 Ugstad Road - Are there any comments, questions or answers?

Willerd Engstrom, 2760 Gleason Road - How do we go about this?

Terry Olmem - This is a Public Hearing for anybody to express their opinions, views and questions, so if you'd like to describe your situation and what you plan to do....

Willerd Engstrom - Well, I have approximately sixteen acres of land that's been in my family about 20 years, I guess. Of course, the zoning has changed from time to time. I hope to develop it into two different lots. There's a five acre minimum, I believe, in that area and three hundred foot frontage. The part that I need a variance for is because I don't have the frontage on either piece of property actually, although I have more than enough acreage. My hopes are to just divide it in two pieces. I'm not making any type of subdivision or anything else like that. Both homes, mobile homes, they might be, what I'm thinking, would be well back, like 495 or 500 feet off the road with long driveways. I'm not going to be infringing on anybody else's property at all. It's an all treed area. Most likely it would even be hard to see back there. It would be hard to see the houses. It would be very private, something like some of the roads you see off of the Arrowhead Road with the long driveways. You can maybe get a glimpse of the houses this time of the year, but in the summer you sure can't see in there. I guess when you say the hardships for developing it or why do I need the variance, well the land was passed down to me, and it really doesn't pay me to develop it at all for one site, although if one site is refused I might consider just doing one or the other. I guess I'd like to have hopefully both of them passed, but if not one the one with 200 feet. If I could have a building permit on that one, that would be fine, if I can't have both. I've got a total of sixteen acres there, and I haven't legally divided the land because there's no sense in doing it until I get a tentative okay or an okay to put some buildings on there. If I don't get that I probably won't divide it right away, although I might divide or sell ten acres to adjacent neighbor or something, if I can't build on it. But I hope to build on it because it's ten acres. I guess the other thing is, you say well why should I be able to do that when the zoning is as such. Well, right behind me Ernest Newville, his residence is a single, not divided at all and he has one business, a Mack truck, on that piece of property. He has a mobile home towards the front, a single driveway and a house behind. He has three different main buildings, or two homes and a business.

Larry Anderson, 4380 Solway Road - Where is he located?

Willerd Engstrom - He's off Highway 2, directly behind my property.

Larry Anderson - Oh, back over here. Okay.

Willerd Engstrom - Yes, #2 comes at an angle. Not more than 400 feet further down the road there's a property owned by Becky Jo Whiting. Her house is directly behind, I don't know his name. On her property there's also two separate residences, one driveway, and she didn't even have to divide the property.

Vernon Fournier, 3310 Shelby Road - Hers was a hardship case. She has her mother living on the property with her.

Willerd Engstrom - They all might be hardship cases, I didn't go knock on the door.

Vernon Fournier - Well, I was on the board when that was approved.

Willerd Engstrom - My mother might move into one of these mobile homes for a month or two, and then is it okay that I leave it there forever too?

Vernon Fournier - You'd have to come to the board with the application at that time.

Willerd Engstrom - Well, what I'm saying is, hey it's right close within a quarter mile to where my property is. Then, another less than a quarter mile you've got the David Strom residence. There's a mobile home behind a house that's been there for over twenty years, granted, but still it's two homes on one small piece of property. Right across the street you've got the David Thoreson property. I'm not talking about miles away. They're all on the Hermantown Road between the Midway and Old Highway 2 or in the same block as my property.

Vernon Fournier - you're talking about when we were a township.

Willerd Engstrom - Okay, you've got the David Thornton residence. He just built a new house on there. He got his building permit in 1978. There's two complete houses. One's right behind the other. The new house can't have any more frontage than, you know. The new one's right in back of the old one. He didn't have to have any frontage, and that's a new building. And then, of course, this is why we have zoning, but you've got how many places along the Old Midway Road that don't even have a half acre of land, which I agree that's why we do need zoning. I've got plenty of land, and I won't be infringing on anybody else's rights as far as I can see. This gentleman made the statement that this was twenty years ago. Well, right over here on the Arrowhead

Willerd Engstrom (continued) - Road at 7026, in between him and Jim Leslie, you've got a Michael Vekich. He's got a brand new home right behind somebody else. He has twenty feet of easement to get to that house. He has no frontage. The house is three years old. My point here that we're making is you've done it or it's being done all the time.

Terry Olmem - I don't recall any of them coming here. Not that I know of.

Willerd Engstrom - Well, how did they build a new house?

Terry Olmem - I've never heard of them before.

Councilor Holt, 4054 Ugstad Road - Well, the Leslie matter, which is the Vekich's son-in-law, he didn't seek a variance or the building official issued a building permit.

Willerd Engstrom - Well, how does that work? Then you don't need a board if you don't have to go to it.

Councilor Holt - Pardon me?

Willerd Engstrom - It's not necessary to have a board, if they don't come to it.

Councilor Holt - No, that's not right. It may have been issued in error.

Willerd Engstrom - It's a new house. It's not twenty years old. It just happened. You know, if this guy isn't infringing on somebody else's rights, 7026, he's got to be a stone's throw from his back door.

Terry Olmem - I don't think it has a bearing on the case really.

Willerd Engstrom - Well, I'm just pointing out.... And then right up the road, I mean I'm not here to.... I'm here to present a case that, my point I guess is that I'm coming before you, I've got an orderly plan, I'm putting the houses way back, I won't be next to anybody. I'll be far enough back that it's my road to maintain. I'm not asking you to maintain any roads. I've got ten acres of land, which is twice as much as you need for the one site. And just because I don't have quite the frontage, which really would be the only detriment to me, but it's no detriment to anybody else. I'm not infringing on anybody else's rights.

Terry Olmem - This indentation here, whose property is that in there?

Willerd Engstrom - Jim Caspersen bought fourteen acres on contract for deed he has a small investment in it at this particular time.

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Terry Olmem - He owns this piece here?

Willerd Engstrom - There is a small camper sitting here, probably never We sent him a letter. I met him one time. He lives in there for a couple of months out of the summer. He stays in it part-time.

Terry Olmem - How does it turn out to be an L piece of property?

James Thorstensen, 4980 Hermantown Road - His name is John Seesock.

Willerd Engstrom - John Seesock. Okay. He was sent a notice. And then there's a half acre plat with a house right here.

James Thorstensen - That's one acre, that's mine.

Willerd Engstrom - What it started to be was this was all one piece, but my folks bought this several years ago. Well, it's a long story but this house came from a farm we used to live on, born and raised on. There used to be a chicken coop. The people here moved it in and they subdivided into half or one acre plats. Right here, I think, Seesock? I don't know I met him a couple times. He owns two and a half acres I believe. He doesn't live there full time, no. I think he's in Florida or something. I really don't know. And then this property is another L-shaped piece and this was the majority of the 40. The Casperson's live up here and Jim bought the piece from me.

Terry Olmem - So your family sold this off.

Willerd Engstrom - We never sold any of that off. It was sold off before we bought it.

Terry Olmem - So you bought it like this?

Willerd Engstrom - No, we bought it in two pieces. We never divided it. It was divided when we purchased the property in 1960.

Terry Olmem - This piece right here?

Willerd Engstrom - The piece we now own, and there was another L-shaped piece right here. We owned those two pieces. They were two separate pieces of property.

Terry Olmem - Okay, and then you sold this section?

Vernon Fournier - He didn't sell that. He never owned it.

Larry Anderson - You never owned that piece 418 by 420?

Willerd Engstrom - No. We owned a piece to the west of that but excluding that. We owned, up to about a year ago, land on all three sides of that square but we didn't own that square. Okay? I don't know if you want me to go on with what I'm saying here, but just further on up the Maple Grove by the Lindahl, past Clark Isles, there was just recently a piece developed, a George Nylander has a house directly behind Larry Gilbert? Directly behind, it's a new house.

Councilor Holt - There is a right-of-way for a road in that one. I don't think that came before the Planning Commission either, Henry, but there is right-of-way for a road way back there.

Henry Hanka, City Planner - Is there?

Councilor Holt - Yes.

Willerd Engstrom - Well I've got right-of-way too. I mean, you know.

Henry Hanka - Dedicated right-of-way?

Willerd Engstrom - I mean, no each piece of property will have enough footage. Incidentally, twice as much footage as the Michael Vekich property has.

Henry Hanka - You're not saying that you'll put a dedicated 66 foot right-of-way through the property for public use.

Willerd Engstrom - No, what I'm saying is I'm going to put a 39 foot strip, put the driveway right down the center so I won't be infringing on snow-plowing or anything else. Just for a drive to get back 500 feet behind everybody.

Councilor Holt - I really don't feel that the Vekich thing or the Leslie matter or whatever you want to refer to it as, has any relevency to this matter. Whether it was issued in error by the Building Official or whatever caused that to be created. I don't think that has any relevency in this at all. I do think some of the mobile homes that are placed up in your area before my term on the Council began, and I suppose going back to old township days, there was a program called a 3-3-1 program and also a parent policy where you could have mobile home with your parents living in it as long as they remained in that mobile home. However, there seems to be some controversy as to when that was removed along with the 3-3-1 program, whether or not those mobile homes were allowed to remain and be updated. Neither one of us seem to be too sure of that.

Councilor Holt (continued) - But that's what created the mobile homes.

Willerd Engstrom - Well, my point was within a quarter of a mile people came to you or somebody, if they didn't have to, I don't know. Since I've Twenty years you're supposed to have a building permit here. So they came to somebody and they said hey, I want to do this. And there were standards at that time. I guess, the overall picture that I'm trying to present is okay, sure I don't have the property. But I'm coming to you and I'm saying hey, I don't have 300 feet on the Hermantown Road, but just a little bit further back I've got a huge amount of land. Twice as much as is really necessary.

Councilor Holt - Mr. Engstrom, I'd like to introduce you to our City Planner, Henry Hanka, and he's come up with a plan and it may take some doing, and we'll go to the Planning Commission; but I think that certainly would be an acceptable configuration. Henry, why don't you show that to Mr. Engstrom.

Henry Hanka - I don't know if the board would agree to an idea before you end the public hearing or do it after the public hearing. It doesn't make any difference to me. Whatever you'd like to do as chairman and as the board.

Vernon Fournier - Well, it could be given at the public hearing I imagine.

Councilor Holt - If this request is turned down, as I see it, he's going to have to seek a variance down from the 300 feet to 239 feet at any rate.

Henry Hanka - One of the things that you could do, if you have 239 feet of frontage and then it goes back and you have about 16 acres total, what you could do if it's agreeable to you, you could go through an orderly subdivision and dedicate and plat a 66 foot strip along the west boundary.

Councilor Holt - East.

Henry Hanka - I'm not sure. Is there a north arrow? Oh, east boundary. Okay, along the east boundary you could plat a 66 foot strip of dedicated right-of-way and off of that dedicated street you could put three driveway entrances, two or three driveway entrances, into the property. Okay?

Willerd Engstrom - It sounds very expensive.

Henry Hanka - No, no, wait a minute now. First of all you're not building a street. You're not building anything. You're simply saying that this 66 foot strip, you're going to give it away in essence. Some day, somewhere down the road if the city ever wants to build a street, those people can petition to have the street built and the city would build it and assess them back. Okay? From now until that time, which may be always,

Henry Hanka (continued) - more than likely would be always, that would simply be a long driveway going into three particular pieces of property. Now, in that way, you would not have the so-called flag lots or you would not have the minimum frontage lots, because you now are on a dedicated street. Their frontage would be on that easement facing to the east. It would not be on the road any more. Okay? Now, that is perfectly legal. That's within your rights. You don't need a Board of Appeals, you don't need anybody to do that. You can just go ahead and do that according to the regulations of the Ordinance. That can be done. Then you would not have to have a variance. One of the reasons, and you mentioned a number of these cases that go back not very far in time, okay? None of them have come before the Board of Appeals that I know, or the Planning Commission. Now I've been on board here for about five years.

Willerd Engstrom - Well, I wouldn't even have to come before you, I think. I could have gotten it through if I told them I was going to build a house, but as soon as they hear mobile home,

Henry Hanka - Well, who could you have gotten it through?

Willerd Engstrom - Well, through Wally Loberg.

Henry Hanka - No, Wally can't issue,

Willerd Engstrom - Wally was talking to me, saying because it's this and this, but it sure sounded like I could have gotten a building permit with that much

Henry Hanka - Not legally. You could not get a building permit, simply not legal. Okay?

Willerd Engstrom - Yes.

Henry Hanka - I would never recommend to anybody to give you a building permit on a piece of property that did not meet the parameters of the Ordinance. That's why they hired me, to do that. Legally you could not do that, and all I can do is quote from the Zoning Ordinance. You cannot legally do that. Now, you're not coming here either for a building permit. You first of all have to have the lot, the variance cleared on the hardship case of the lot. An option you have though is to do the 66 foot easement along the east side.

Willerd Engstrom - Can I ask a question? If I designate 66 foot easement do I have to use it? Could I just go in with my driveway the way I want?

Board of Appeals & Adjustment
Public Hearing/Willerd Engstrom
April 2, 1985
Page 9

Henry Hanka - Well, I would assume that you'd want to use that as a driveway.

Willerd Engstrom - Well, it's lower land down there.

Henry Hanka - Is it?

Willerd Engstrom - Yes, it's not really feasible or practical.

Henry Hanka - That, I can't answer that question then if you didn't use it. I would assume that you'd want to.

Willerd Engstrom - There's a house built at that level right below me, but it's not what I would consider good building technique. Where I'm proposing to build is really back further, and it's out of sight. It's in the woods where I won't be really.

Henry Hanka - The driveway or the

Willerd Engstrom - The building.

Henry Hanka - Oh, the building can go anywhere onto the west side. All I'm saying is that, see you would simply run an easement right up the east boundary right here 66 feet wide and then you'd simply put one, two or even three lots off of that particular easement. You do that, you do that and you do that.

Willerd Engstrom - Okay.

Henry Hanka - You might even have enough room for three homes in there, depending if you can get five acres out of each one. Frontage won't be any problem because you're a quarter mile deep so you're 1300 feet deep, so each would be about 450 feet wide on the east side. See what I'm saying? You run something up this side and simply either split it or else do three even. You could do a split without even going through a subdivision then. You could do two, you could split it in half and have plenty of room for one lot and one lot.

Larry Anderson -longer front on here and no front here.

Terry Olmem - It doesn't have to be 300 feet

Henry Hanka - Here, Terry, let me explain that to you.

Larry Anderson - It can be 300 feet in here.

Board of Appeals & Adjustment
Public Hearing/Willerd Engstrom
April 2, 1985
Page 10

Terry Olmem - It has to be 300 feet on the exit,

Henry Hanka - See, you could run a 66 foot easement up this side. You could either divide it in half and have one, two, or you might be able to get by, I don't know if you could put it into thirds or not. It's hard to say if you can get five acres out of this piece.

Terry Olmem - What he's saying is if he runs an easement here, he could run a road up there anyhow.

Larry Anderson - He could run a driveway for one house up there.

Henry Hanka - For this lot, but not for this lot.

Terry Olmem - How are you going to define that.

Larry Anderson - Because this is a paper street.

Henry Hanka - This is a paper street.

Willerd Engstrom - You mean I couldn't run a driveway into this one?

Larry Anderson - If you run it through this piece of property.

(unable to understand)

Henry Hanka - That might produce some legal problems. I don't know.

Willerd Engstrom - Granted, I get another lot out of it.

Henry Hanka - You still have your two lots.

Willerd Engstrom - But in actuality, you know, five and ten acre, six and ten acres is the logical way. What I'm proposing is the logical way of that land to be developed.

Vernon Fournier - If you were to just go with one lot on the Hermantown Road, you'd still have to have a variance for one, and as for two There's no hardship there is there.

Henry Hanka - He didn't have to have a variance for one lot.

Willerd Engstrom - Well, the hardship being that we've paid taxes on the property for twenty some years with the idea that we could develop it as we saw fit. Certainly a third of my neighbors have done it,

Board of Appeals & Adjustment
Public Hearing/Willerd Engstrom
April 2, 1985
Page 11

Larry Anderson - But that was done long before we became a city.

Willerd Engstrom - Some of it, but I just pointed out three cases that weren't.

Vernon Fournier - They didn't come through here though.

Willerd Engstrom - I'm not in control of what comes through here, but I just pointed out that

Vernon Fournier - We're not in control of what happens outside of here. We still have to go by the Ordinance here.

Willerd Engstrom - What I'm proposing is one building on ten acres of land.

Vernon Fournier - I understand what you're saying.

Willerd Engstrom - I have a hard time, excuse me for a minute and you can have the floor, but I have a hard time understanding that if I've got ten acres of land and I'm not going to be building close or even in sight of anybody else and you want an orderly progression of building in Hermantown. You've got a City Councilor, Warren Berg, who just said we need more building and we need more taxes. It's obvious you do. Here I'm making a very viable way without really infringing on anybody else's rights to do it. Now, if you need something for a hardship, well we paid the taxes on it for twenty years. It's the logic is what I'm trying to.

Vernon Fournier - Like we said, you have a good opportunity to do it legally here without even applying for a variance. If say water was to be run out there at any time, there wouldn't be any problem this way. With a flag lot going the other way, it creates all kinds of problems if water's run out there or anything else.

Willerd Engstrom - I mean, it's not feasible for me to put in a driveway 1300 feet long

Councilor Holt - Nobody's asking you to.

Willerd Engstrom - When you said I couldn't cut across, or you said there would be legalities.

Henry Hanka - You have to put a driveway in anyway to get to the back piece of property. You still have to put two driveways in, okay? You have to put a driveway into the first lot you want to establish, and you're going to build them 400 to 500 feet back. That means you're talking about 500 foot driveways.

Board of Appeals & Adjustment
Public Hearing/Willerd Engstrom
April 2, 1985
Page 12

Willerd Engstrom - I was going to put one driveway in.

Henry Hanka - And they're going to split off and share them?

Vernon Fournier - You're going to sell this property?

Willerd Engstrom - It might be sold in the future but not right away.

Vernon Fournier - A driveway like that presents problems, doesn't it?

Willerd Engstrom - A common driveway might present problems, but it would be on the 10 acre site, so the other person could still put his own driveway in in the future if he ever had to. I'm not locking anybody into the way it is right now. If you follow what I mean. I was putting the driveway on the 49 feet, so that person would for sure have a driveway. The other person could put a driveway in anytime in the future. The Planning and Zoning or myself can't predict what they'd want to do if I ever did sell it. The way I want to do it for myself might be completely different than somebody else wants it. And I guess it's not my job to say how somebody else might want it in the future as long as that would be their own property. They'll put another driveway in if they want one I guess. So, I guess that's it. I mean, you know I don't think that I'd be infringing on anybody else.....

(unable to understand)

Willerd Engstrom - He owns one of those pieces of property.....
question.....

Terry Olmem - Just here to listen? Any other comments or questions?

Larry Anderson - I'll make a motion that we close the Public Hearing.

Vernon Fournier - Second.

Public Hearing adjourned at 7:33 P.M.

Recorded by:

Kathleen Kesty
Kathleen Kesty, Secretary

Tape transcribed by:

Kathy Severson
Kathy Severson

The statements above are not verbatim, but the general concept of the conversation.

CITY OF HERMANTOWN
BOARD OF APPEALS & ADJUSTMENT
April 2, 1985
7:34 P.M.

ROLL CALL: Larry Anderson, Vernon Fournier, Terry Olmem; Councilor Holt; Henry Hanka, City Planner; Kathleen Kesty, Secretary

ABSENT: Dan Casey

VISITORS: Mr. & Mrs. Willerd Engstrom, 2760 Gleason Road; James Thorstensen, 4980 Hermantown Road

MINUTES

Motion made by Anderson, seconded by Fournier to approve the minutes of the October 2, 1984 Regular Meeting. Motion carried.

Motion made by Fournier, seconded by Anderson to approve the minutes of the October 25, 1984 Special Meeting. Motion carried.

COMMUNICATIONS

Correspondence 85-162 from Henry Hanka, City Planner, regarding the Variance application of Willerd Engstrom was read.

Communication 85-168 from Steve Overom, City Attorney, Halverson, Watters, Bye, Downs & Maki, Ltd. regarding the Variance application of Willerd Engstrom was read.

NEW BUSINESS

Willerd Engstrom, Hermantown Road, Section 30 - Mr. & Mrs. Willerd Engstrom were present regarding a Variance from the 300' frontage requirement. Property is zoned S-1; 5 acres, 300' frontage required. Assessor's Office records indicate this parcel consists of 15.41 acres with front footage of 239.74. Mr. Engstrom proposes to split this parcel into two lots; one lot having 6 acres with 200' of frontage, and the remaining lot 10 acres with a 39' driveway access to the 10 acre parcel, which would make this a flag lot. Mr. Engstrom indicated it was not profitable for him to develop the entire parcel for one homesite. He also cited several parcels of property within Hermantown for which it appeared two building permits had been issued for one parcel; and also several lots developed which appear to be flag lots. Board indicated they were not aware of these properties, and none of these had ever come before the Board of Appeals & Adjustment. Board felt no hardship had been shown by Mr. Engstrom, the property could be used for reasonable use as it sits now, and it was not within their power to approve this Variance.

Mr. Engstrom was informed by the board that along the east boundary he could plat a 66 foot strip of dedicated right-of-way and off of that dedicated street he could put two or three driveway entrances into the property. This would eliminate the flag lots, and frontage would be on the easement facing the east. In order to do this he would not need a Variance or approval from the Board of Appeals & Adjustment, but this would be allowed according to the regulations of the ordinance.

Board of Appeals & Adjustment
April 2, 1985
Page 2

Willerd Engstrom, Hermantown Road (continued) - Motion made by Anderson, seconded by Fournier to deny the Variance application of Willerd Paul Engstrom for a Variance from the 300' frontage requirement in order to split into two lots property described as the Easterly one-half of the Northwest Quarter of the Northeast Quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$), Except the Northerly 418 feet of the Westerly 418 feet thereof, of Section Thirty (30), Township Fifty (50) North of Range Fifteen (15) West of the Fourth Principal Meridian, CVT: 395, PLAT: 10, PARCEL: 8890, due to the fact that undue hardship had not been shown. Motion carried.

Mr. Engstrom was informed by the board that he could appeal the decision of the Board of Appeals & Adjustment to the City Council; and that if he wished to use the property as it now exists, a Variance would not be needed, as this was a deeded lot of record and had been in existence since roughly 1960.

Reorganization Meeting with Election of Officers

Motion made by Anderson, seconded by Fournier to table the Reorganization Meeting until all five board members are present. Motion carried.

Motion made by Anderson, seconded by Fournier to adjourn the meeting at 7:55 P.M. Motion carried.

Recorded by:

Kathleen Kesty
Kathleen Kesty, Recording Secretary

CITY OF HERMANTOWN
BOARD OF APPEALS & ADJUSTMENTS MEETING
June 13, 2000
7:50 P.M.

ROLL CALL: Myron Lindahl, Robert Kanuit, Bob Swanfeld, Cyndy Reno, Chairman Bill Braun, Councilor Dave Allen; John Klaers, City Planner/Zoning Director

VISITORS: Duncan MacMillan, 3820 Hermantown Road; Warren Berg, 5795 Hermantown Road; Mark and Becky Starkey, 5800 Hermantown Road; Mary Jo Casperson Bertelson, 421 E. James Street, Ely; Debra and James Thorstensen, 5784 Hermantown Road; Willerd Engstrom, 5788 Hermantown Road; David Thornton, 5861 Hermantown Road; Allen Koivisto, 5851 Highway 2; Karin Anderson, 601 94th Ave. W., Duluth

MINUTES

Motion made by Bob Swanfeld, seconded by Cyndy Reno to approve the minutes of the May 9, 2000 regular meeting. Motion carried.

Motion made by Myron Lindahl, seconded by Bob Swanfeld to approve the minutes of the June 6, 2000 site inspection meeting. Motion carried.

BOARD MEMBERS REPORT

Myron Lindahl – No report.

Bob Swanfeld – No report.

Cyndy Reno – No report.

Bob Kanuit – No report.

Chairman Braun – No report.

Councilor Allen – No report.

CITY PLANNER/ZONING DIRECTOR

John Klaers – No report.

COMMUNICATIONS

The following communications were acknowledged

Communication 00-321 from City Planner/Zoning Director to Board of Appeals & Adjustments regarding Sue Fleming Variance.

Communication 00-329 from Kennedy & Graven to City of Hermantown regarding New Case on 60-Day Rule.

Communication 00-352 from City Planner/Zoning Director to Board of Appeals & Adjustments regarding Variance Application of Willerd Engstrom.

Communication 00-353 from City Planner/Zoning Director to Board of Appeals & Adjustments regarding Variance Application of Duncan MacMillan.

OLD BUSINESS

Sue Fleming, 3923 Old Midway Road, CTV: 395, PLAT: 10, PARCEL: 5326 – The City Planner/Zoning Director noted that the variance application was withdrawn.

NEW BUSINESS

Duncan MacMillan, 4820 Hermantown Road, CTV: 395, PLAT: 10, PARCEL: 740 – Mr. MacMillan was present at the public hearing and stated he would like a variance in order to build a 24 x 24 garage. It will be 6 feet from the house. The variance is needed to avoid the septic tank and a large pine tree.

Motion made by Bob Kanuit, seconded by Myron Lindahl to approve the variance application of Duncan MacMillan, 4820 Hermantown Road, CTV: 395, PLAT: 10, PARCEL: 740 for relief from the minimum front yard setback for an accessory structure in an R-3 zone district – A setback of 35' is proposed where 50' is required based on the following findings of fact:

1. Circumstances are unique to the property due to the fact the subject property is in an area that was developed prior to the 1981 code, and most houses don't meet the 50' setback.
2. Property can be put to reasonable use without Variance, as the use is residential and could continue.
3. Circumstances are not created by the applicant, but by the fact that all of the properties in this area were located close to road to allow for drainage and septic systems.

Mark Starkey, 5800 Hermantown Road asked about a survey of the property.

Warren Berg, 5795 Hermantown Road indicated that in the past the City has neglected to follow up on Mr. Engstrom's projects to see they are completed according to regulations.

Board members discussed regulations for property splits and city requirements for the roadway and culvert.

Motion made by Bob Kanuit, seconded by Bob Swanfeld to approve the variance application of Willerd Engstrom, 5788 Hermantown Road, CTV: 395, PLAT: 10, PARCEL: 8890 for relief from Ordinance 99-05 to allow a property division that results in a flag-shaped lot in an S-1 zone district based on the following findings of fact:

1. Circumstances are unique to the property due to the fact it is an existing 16-acre lot, flag-shaped, with 240' on the road.
2. Property can be put to reasonable use without variance, as the use is residential and could continue.
3. Circumstances are not created by the applicant, as the parcel was an existing flag-shaped lot.
4. Variance will not alter essential character of the area, as the area is large lot residential.
5. Variance is in keeping with the Spirit and Intent of the Ordinance, and the hardship is the present configuration of the property

And with the following conditions:

1. All the resulting parcels are surveyed and correct legal description provided to the City for review by the City Engineer/Surveyor.
2. A plat sketch of the mobile home parcel showing it meets setbacks for a corner lot, and side and rear yard setbacks.
3. The 66' ROW be dedicated to the City.
4. The access drive to the buildable lot must be constructed to allow emergency vehicle access at all times.

Motion carried.

Motion made by Bob Swanfeld, seconded by Cyndy Reno to adjourn the meeting at 8:08 P.M. Motion carried.

Board of Appeals & Adjustments

June 13, 2000

Page 5

Recorded by:

Bill Braun, Chairman

Transcribed by:

Luanne McMillan, Clerk/Typist

CITY OF HERMANTOWN ZONING CERTIFICATE

The undersigned, the Zoning Officer of the City of Hermantown, hereby certifies that

Willerd Engstrom

(Name of Applicant)

has obtained all necessary State and Federal permits, and all permits required under the

Hermantown Zoning Code for relief from Ordinance 99-05 to allow a property
(Describe Activity)

division that results in a flag-shaped lot in an S-1 zone district

at 5788 Hermantown Road, CVT: 395, PLAT: 10, PARCEL: 8890
(Location of Activity)

in the City of Hermantown, and does further certify that such activity is permitted at such location

by the provisions of the Hermantown Zoning Code.

Dated this 20th day of June, 2000.



BOARD OF APPEALS & ADJUSTMENTS MEETING - June 13, 2000, Zoning Official of the City of Hermantown

Motion made by Bob Kanuit, seconded by Bob Swanfeld to approve the variance application of Willerd Engstrom, 5788 Hermantown Road, CVT: 395, PLAT: 10, PARCEL: 8890 for relief from Ordinance 99-05 to allow a property division that results in a flag-shaped lot in an S-1 zone district based on the following findings of fact:

1. Circumstances are unique to the property due to the fact it is an existing 16-acre lot, flag-shaped, with 240' on the road.
2. Property can be put to reasonable use without variance, as the use is residential and could continue.
3. Circumstances are not created by the applicant, as the parcel was an existing flag-shaped lot.
4. Variance will not alter essential character of the area, as the area is large lot residential.
5. Variance is in keeping with the Spirit and Intent of the Ordinance, and the hardship is the present configuration of the property.

And with the following conditions:

1. All the resulting parcels are surveyed and correct legal description provided to the City for review by the City Engineer/Surveyor.
2. A plat sketch of the mobile home parcel showing it meets setbacks for a corner lot, and side and rear yard setbacks.
3. The 66' ROW be dedicated to the City.
4. The access drive to the buildable lot must be constructed to allow emergency vehicle access at all times.

Motion carried.

688609

00-102

CLERK'S CERTIFICATE

279998
252034 1

LYNN LANDER, City Clerk of the City of Hermantown, does hereby certify that the attached Variance Permit was duly and properly granted to Willerd Engstrom by the Board of Appeals & Adjustments of the City of Hermantown on the 13th day of June, 2000, that no appeal from such decision has been taken, and the appeal period provided by the Zoning Ordinance has expired.

Dated this 8th day of August, 2000.



ROGER VON
City of Hermantown
SO951
TFR #
Cash Chg

VARIANCESection 1. Variance Granted

A Variance from the literal provisions of the Hermantown Zoning Ordinance is hereby granted by the Board of Appeals & Adjustment of the City of Hermantown for the property described on Exhibit "A" attached hereto.

Section 2. Description of Variance

The variance hereby granted Willerd Engstrom shall allow relief from Ordinance 99-05 to allow a property division that results in a flag-shaped lot in an S-1 zone district on property described on Exhibit "A" attached hereto.

Section 3. Basis for Grant of Variance

The decision to grant such variance is based on Findings of Fact made by it at its meeting on June 13, 2000.

Section 4. Conditions

The grant of such variance is conditioned on compliance by the owner of such property with all other provisions of the Hermantown Zoning Ordinance and the Hermantown Building Code, and with the following conditions:

1. All the resultinig parcels are surveyed and correct legal description provided to the City for review by the City Engineer/Surveyor.
2. A plat sketch of the mobile home parcel showing it meets setbacks for a corner lot, and side and rear yard setbacks.
3. The 66' ROW be dedicated to the City.
4. The access drive to the buildable lot must be constructed to allow emergency vehicle

688609

00-102

access at all times.

Dated this 8th day of August, 2000.

68869**EXHIBIT "A"**

W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 30, Township 50, Range 15, EXCEPT Wly 417 feet thereof.

Mayor
David J. Allen

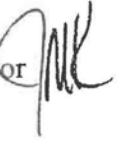
Administrator/Clerk
Lynn Lander

Councilors
Wayne Boucher
Kay Knight
Pete Stauber
Brad Tafs



5255 Maple Grove Road Hermantown, Minnesota 55811
Phone: 218-729-3600 • Fax: 218-729-3620
Web Site: www.hermantownmn.com

September 6, 2001

TO: Steve Overom, City Attorney
FROM: John M. Klaers, City Planner/Zoning Director 
RE: Public Road Easement from Will Engstrom

Attached is a copy of the easement and survey for Will Engstrom's property off of the Hermantown Road.

Mr. Engstrom wanted to build a new home to the rear of his property, and I required that he create a road easement so the new lot would have frontage on a public street. I don't believe the survey or the easement form adequately describe the road easement or the two parcels.

Please advise. Thanks.

JMK/lm

EASEMENT

THIS INDENTURE is made and entered in this 23rd day of August 2001, hereinafter called Willerd Engstrom and the CITY OF HERMANTOWN, a municipal corporation, hereinafter called "Grantee."

WITNESSETH:

WHEREAS, Grantors are the owners of land situated in the City of Hermantown, St. Louis County, Minnesota: and

WHEREAS, Grantors have agreed to grant Grantee an easement of public purposes across Grantor's property.

NOW, THEREFORE, the said Grantors, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City of Hermantown, St. Louis County, Minnesota, as Grantee, its successors and assigns, FOREVER:

An easement for public purposes, including, but not limited to, the construction and maintenance of a roadway and utilities, including the construction and maintenance of necessary slopes and fills, in, upon and across that part of said land owned by Grantor, More particularly described as follows, to-wit:

See Exhibit A attached hereto

Together with the right to enter upon and occupy so much of such property as may be necessary in constructing, repairing or otherwise maintaining any roadway, including any required slope and fill or any other public improvement built thereon, and including the right to remove any and all trees, shrubs and herbage therein.

It is understood that the right, privilege and easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

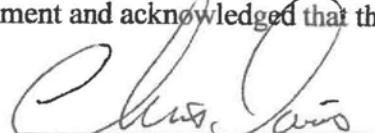


STATE OF MINNESOTA)

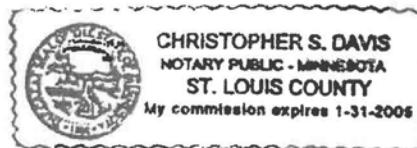
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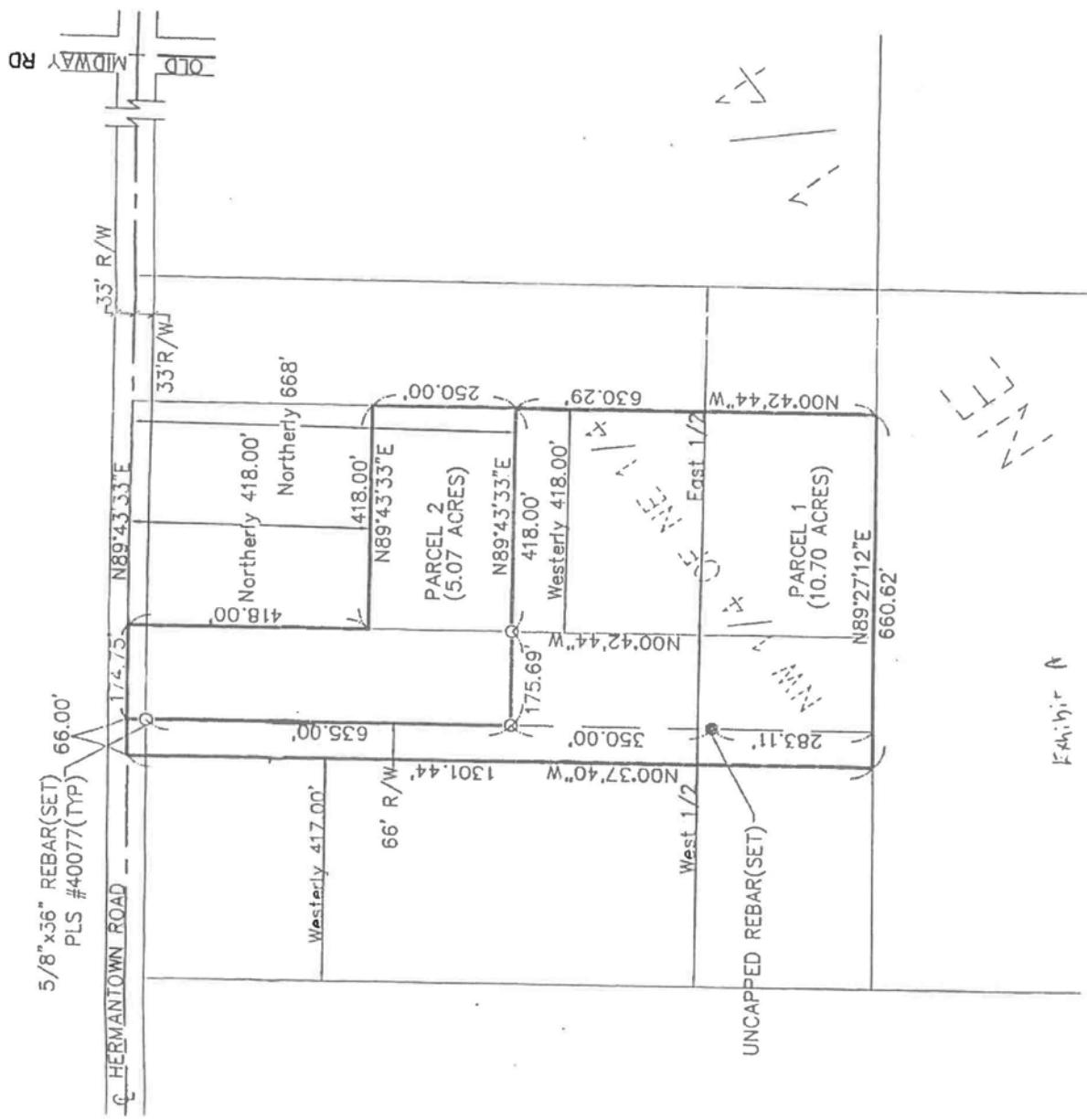
COUNTY OF ST. LOUIS)

ON this 23 day of August, 2001 before me, a notary public within and for said County, personally appeared Willerd P. Engstrom, to be known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.


Notary Public

Willerd P. Engstrom
5788 Hermantown Road
Hermantown, MN 55810
218-729-0389





36

PROPERTY SURVEY FOR
WILLIARD ENGSTROM

卷之三

5/8" x 56" REBAR(SET)
PIS #40077(TYP) 66.00'

14

PARCE 1

The westerly 418 feet of the easterly half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 30, Range 15 West of the Fourth Principal Meridian. Except the northerly 668 feet thereof.

AND

The west half of the Northwest Quarter of the Northeast Quarter of Section 30, Township 50, Range 15. Except the westerly 417 feet thereof and part of the northerly 668 feet of said west half lying easterly of a line parallel with and distant 66 feet east of the easterly line of said westerly 417 feet of said land.

Subject to the right-of-way for road purposes on, over and across the westerly 66 feet of said parcel.

Parcel contains 10.7 acres more or less.

PARCEL 2

The northernly 668 feet of the westerly 418 feet of the east half of the Northwest Quarter of the Northeast Quarter of Section 30, Township 50, Range 15 West of the Fourth Principal Meridian. Except the northerly 418 feet thereof.

together with the right-of-way for road purposes, one, and across the easterly 66 feet of the westerly 333 feet of the northerly 668 feet of the rest half of the Northwest Quarter of the Northeast Quarter of the Township, Section Six, in the County of Franklin, in the State of Ohio, and in the westerly 1/2 feet or said west half.

Parcel contains 5.07 acres more or less, including 30', Range 15.

PROPERTY SURVEY FOR
THE STATE OF CALIFORNIA

City of Hermantown

As of 03/31/2025

Cash/Investments per Fund

City Sales Tax Fund	10,381,363
Water Fund	6,381,260
Sewer Fund	8,054,809
General Fund	6,801,636
Other Funds	<u>19,448,926</u>
Total	51,067,994

Who holds our money

4M	6,105,001
RBC	24,361,419
NBC	11,857,988
Pershing/Ehler's	<u>8,743,586</u>
Total	51,067,994

How our money is invested

	<u>3/31/2025</u>
Cash	7,602,124
Short Term Inv (Money Market)	6,105,001
Short Term Inv (CD)	4,255,863
Inv - Bonds CRI and Htown Rd Projs	8,743,586
Long Term Investment	<u>24,361,419</u>
Total	51,067,994

Year(s) our Investments mature

2025	10,442,292
2026	4,425,540
2027	4,200,292
2028	3,163,787
2029 & Later	<u>6,385,372</u>
Total	28,617,282

City of Hermantown
Select Departmental and Funds Expenditure Actual to Budget Report

	TARGET (Q1 2025)	ACTUAL (Q1 2025)	PERCENT UNDER (OVER)
Administration & Finance	205,029	168,627	18%
Community Development	113,933	86,956	24%
Police Administration	950,698	763,239	20%
Fire Administration	188,631	194,029	(3%)
Street Dept. (Incl. Gen Eng)	257,872	138,741	46%
Parks	40,436	13,467	67%
Capital Equipment Transfer	158,750	-	100%
Facilities	109,751	144,538	(32%)
Other	197,655	163,030	18%
General Fund Expenditure Total	2,222,754	1,672,627	25%
Water	614,196	346,734	44%
Sewer	537,294	229,741	57%
Stormwater	101,065	40,795	60%
City Sales Tax Revenue *	275,000	276,211	0%
Community Recreation Initiative			
Sales Tax Revenue *	137,500	138,106	0%

* 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 one month of 2025 has been received as of 04/10/2025

*Fire - Scheduling Inspection Software purchased

*Facilities - over in multiple areas

CITY OF HERMANTOWN

City Council Meeting

Monday, April 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; Chad Ronchetti, Economic Development Director; Brandon Holmes, Building Official; Trish Crego, Utility & Infrastructure Director; Gunnar Johnson, City Attorney

VISITORS: 11

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **PUBLIC HEARING**
6. **COMMUNICATIONS**
 - A. Correspondence 25-59 through 25-70 placed on file
7. **PRESENTATIONS**
8. **PUBLIC DISCUSSION**

Tim Resberg of 3646 Midway Road approached the Council to ask questions about the rezoning of parcels between Midway Road and St. Louis River Road, and made comments about “databases” in Minnesota.

Marissa Klingeisen of 3932 Teal Lane appeared before the Council to ask about the status of sidewalks being put in on Teal Lane, and made the Council aware of water

runoff pooling at the bottom of the cul-de-sac.

Michael Ralph of 5781 St. Louis River Road approached the Council to speak about the rezoning of parcels related to Ordinance 2025-12.

9. **MOTIONS**

10. **CONSENT AGENDA**

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

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

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

11. **ORDINANCES**

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

(second reading)

(motion, roll call)

Motion to approve 2025-10 An Ordinance Amending Chapter 2, Definitions. This motion, made by Councilor Andy Hjelle 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

B. 2025-12 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map

(second reading)

(motion, roll call)

Motion to approve 2025-12 An Ordinance Amending Title 2 Of The Hermantown City Code By Amending The Official Zoning Map. 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

12. RESOLUTIONS

A. 2025-64 Resolution Approving Premises Permit Application For The Aad Shrine of Hermantown to Allow Lawful Gambling At The Aad Shrine Event Center

(motion, roll call)

Motion to approve 2025-64 Resolution Approving Premises Permit Application For The Aad Shrine of Hermantown to Allow Lawful Gambling At The Aad Shrine Event Center. 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

B. 2025-65 Resolution Receiving Bids And Approving Award Of Contract To Collins Roofing And Sheet Metal For The Labor And Materials Necessary To Repair The Hermantown Public Works Building Roof

(motion, roll call)

Motion to approve 2025-65 Resolution Receiving Bids And Approving Award Of Contract To Collins Roofing And Sheet Metal For The Labor And Materials Necessary To Repair The Hermantown Public Works Building Roof. This motion, made by Councilor Joseph Peterson and seconded by Councilor Brian LeBlanc, Carried.

Councilor Andy Hjelle: Yea

Councilor Brian LeBlanc: Yea

Councilor John Geissler: Yea

Councilor Joseph Peterson: Yea

Mayor Wayne Boucher: Yea

Yea: 5, Nay: 0

C. 2025-66 Resolution Approving Comprehensive Plan Update As Prepared By Hoisington Koegler Group, Inc.

(motion, roll call)

Motion to approve 2025-66 Resolution Approving Comprehensive Plan Update As Prepared By Hoisington Koegler Group, Inc. This motion, made by Councilor John Geissler 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

D. 2025-67 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Shoreland Overlay Area

(motion, roll call)

Motion to approve 2025-67 Resolution Approving A Special Use Permit For Grading And Filling Within A Natural Shoreland Overlay Area. This motion, made by Councilor Joseph Peterson 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

E. 2025-68 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Development Agreement With JLG Enterprises Of Hermantown, LLP For Peyton Acres Phase 3

(motion, roll call)

Motion to approve 2025-68 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver A Development Agreement With JLG Enterprises Of Hermantown, LLP For Peyton Acres Phase 3. 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

F. 2025-69 Resolution Authorizing and Directing Mayor And City Clerk To Execute An Acceptance of Easement Agreement To The City Of Hermantown

From James and Susan Samberg For The Hermantown Trail Project

(motion, roll call)

Motion to approve 2025-69 Resolution Authorizing and Directing Mayor And City Clerk To Execute An Acceptance of Easement Agreement To The City Of Hermantown From James and Susan Samberg For The Hermantown Trail Project. This motion, made by Councilor Joseph Peterson 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

G. 2025-70 Resolution Authorizing Application For And, If Successful, Acceptance Of A Greater Minnesota Housing Infrastructure Grant From Minnesota Housing Finance Agency In An Amount Of Up To \$325,000

(motion, roll call)

Motion to approve 2025-70 Resolution Authorizing Application For And, If Successful, Acceptance Of A Greater Minnesota Housing Infrastructure Grant From Minnesota Housing Finance Agency In An Amount Of Up To \$325,000. 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

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

(motion, roll call)

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

13. CLOSED SESSION

14. RECESS

Motion to recess at 7:11 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 COUNCIL
WORK SESSION MINUTES
LARGE CONFERENCE ROOM**

**Monday, April 28th, 2025
at 5:00 P.M.**

ROLL CALL: Councilors Geissler, Hjelle, LeBlanc, Peterson, and Mayor Boucher

ABSENT: None.

CITY STAFF: John Mulder, City Administrator; Joe Wicklund, Assistant City Administrator; Eric Johnson, Community Development Director; David Bolf, City Engineer; Trish Crego, Utility and Infrastructure Director; Gunnar Johnson, City Attorney

DISCUSSION ITEMS

The meeting was called to discuss the City's assessment practices and upcoming projects requiring assessment decisions. City Administrator John Mulder opened the session by providing background on the purpose of the discussion, highlighting the importance of establishing consistent and equitable assessment policies for future projects.

During the session, Councilor John Geissler emphasized the need to differentiate between commercial and residential properties in the assessment process. He noted that churches are currently treated as residential properties and raised questions regarding the consistency of project evaluations, specifically citing assessment amounts of \$9,400 versus \$9,750. He also expressed his belief that the inclusion of Lightning Dr. is a worthwhile investment.

Councilor Brian LeBlanc requested clarification regarding sewer connections, explaining that residents are only required to connect to the city sewer system if their septic systems fail. Councilor LeBlanc also discussed assessment practices for corner lots, explaining that if a property borders both a city street and either a county or state road, assessments are applied only to the city street. He inquired about the sewer and water costs for the Getchell Road project, estimating approximately \$1 million, but noted that road costs would increase due to additional fill requirements.

Mayor Wayne Boucher asked whether it would be possible to establish different assessment rates for state aid roads versus local roads, or for through streets as opposed to residential neighborhoods. Staff confirmed that this is possible, but emphasized the need for consistent

application. The Mayor further suggested that assessments on MSA (Municipal State Aid) roads could help spread costs more equitably among property owners. He recommended that the Council engage in a broader conversation about assessment amounts for roads in general. Regarding a specific current project, he also stressed the importance of clearly communicating to property owners that assessments will not be used to fund the adjacent trail.

Action Items:

Lightning Drive Project:

- Proceed with commercial assessments at \$25,000.
- On May 5, accept the feasibility report and call for a public hearing.
- Hold the public hearing and order the project on June 2.
- Approve the engineering contract on June 16.
- Issue a Request for Proposals (RFP) to hire a separate engineering firm.
- Begin negotiations with residential property owners for right-of-way acquisition.

Hermantown Road Project:

- Confirm the special benefit assessment amount of \$9,400.
- Conduct appraisals for each project moving forward to ensure accurate assessments.
- Present a closeout plan for Hermantown Road at the next meeting on Monday.
- Schedule a summer discussion to develop a scale of assessments.
- Plan to hold the final assessment hearing in July or August, after the completion of the work.

Mayor

ATTEST:

City Administrator

CITY OF HERMANTOWN

CHECKS #72042-72071
04/16/2025 - 04/30/2025

PAYROLL CHECKS

Electronic Checks - #-64533-64575	\$104,141.48
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Electronic Checks - #-64496-64526	\$18,412.69
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LIABILITY CHECKS

Electronic Checks - #-64491-64495	\$4,537.11
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Electronic Checks - #-64527-64532	\$78,666.64
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Checks - #72043-72047	\$4,656.00
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PAYROLL EXPENSE TOTAL	\$210,413.92
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ACCOUNTS PAYABLE

Checks - #72042	\$2,720.94
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Checks - #72048-72071	\$51,082.29
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Electronic Payments #-98098-98106	\$19,222.89
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ACCOUNTS PAYABLE TOTAL	\$73,026.12
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TOTAL	\$283,440.04
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Function	Account	Department	Vendor Name	Description	Amount	Check #	
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - Feb	6,496.66	-98106	
101	415300	Administration & Finance	WEX HEALTH INC	Monthly Participant /Cobra Fee	33.39	-98105	
101	421100	Police Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	88.04	-98105	
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-98105	
101	431100	Street Department	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-98105	
601	494400	Water Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-98105	
101	419100	Community Development	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-98105	
602	494900	Sewer Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	15.90	-98105	
101	422100	Fire Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	9.54	-98105	
412	419100	Community Development	GEI CONSULTANTS, INC.	Keene Creek Trail	4,068.28	-98104	
101	431100	Street Department	B & F FASTENER SUPPLY CO.	Nuts/Bolts	10.31	-98103	
101	417200	Communications	LHB INC	EWC - Master Plan	4,375.00	-98102	
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Excavator Top Cab Window	1,100.00	-98101	
101	431100	Street Department	MENARD INC	2 x 8's - Skidster Trailer Dec	49.99	-98100	
601	494300	Water Distribution	MENARD INC	PVC End Cap	3.14	-98100	
101	419901	City Hall & Police Building Maintenance	MENARD INC	Toaster	25.79	-98100	
101	452100	Parks	MENARD INC	Paracord - Baseball Turtle	20.82	-98100	
101	431901	City Garage	MENARD INC	Garbage Bags	9.99	-98100	
602	494900	Sewer Administration and General	PITNEY BOWES INC	Ink Ctg	91.29	-98099	
101	415300	Administration & Finance	PITNEY BOWES INC	Ink Ctg	182.58	-98099	
601	494400	Water Administration and General	PITNEY BOWES INC	Ink Ctg	91.29	-98099	
101	421100	Police Administration	SYMBOLARTS	PD Patches	2,500.00	-98098	
101	422901	Firehall #1 Maple Grove Road	GOODIN COMPANY INC	Urinals Maintenance FH-1	1,088.38	72042	
101	419901	City Hall & Police Building Maintenance	GOODIN COMPANY INC	Urinals Maintenance	1,632.56	72042	
602	494500	Sewer Maintenance	PLAWCS	Excess Volume 1/01/24-12/31/24	1,996.93	72048	
101	421100	Police Administration	ANIMAL ALLIES HUMANE SOCIETY	Mar 2025 Boarding	258.00	72049	
101	419100	Community Development	ARROWHEAD ABSTRACT & TITLE CO.	Tract Search	450.00	72050	
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	19.60	72051	
101	431901	City Garage	CINTAS CORPORATION	Mats/Supplies	39.28	72051	
101	431100	Street Department	CINTAS CORPORATION	Uniforms	20.85	72051	
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72051	
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	72051	
101	431100	Street Department	CINTAS CORPORATION	Uniforms	20.85	72051	
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	72051	
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	30.72	72051	
101	452100	Parks	DENNY'S LAWN & GARDEN	50	New Bagging Lawn Mower Parts	399.99	72052
101	421100	Police Administration	DSC COMMUNICATIONS	Batteries	937.50	72053	
101	421100	Police Administration	DULUTH NEWS-TRIBUNE	Newspaper PD 12 Months	344.89	72054	

CITY OF HERMANTOWN, MN 04/16/2025-04/30/2025
Check # is between 72048 and 72071 or Check # is between -98106 and -98098 or Check # equals 72042

4/29/2025

Page 2

Function	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	HEINBUCH, GREG	SAM's Club - Tissue/Cream	79.88	72055
101	417200	Communications	HERMANTOWN AREA CHAMBER OF COMMERCE	St. of the Cities Luncheon - W	500.00	72056
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing Planning & Zoni	41.25	72057
101	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Mar	6,135.86	72058
101	421100	Police Administration	IACP	Dues Crace 01595858 01/01-12/3	220.00	72059
101	415300	Administration & Finance	ICMA - INT'L CITY/COUNTY MANAGEMENT ASSO	ICMA Membership Mulder	1,100.66	72060
101	422100	Fire Administration	LOCALITY MEDIA INC. DBA FIRST DUE	Events Model	700.00	72061
101	452100	Parks	NAPA AUTO PARTS	Filters - Riding Mower	15.58	72062
101	452100	Parks	NAPA AUTO PARTS	Air Filters - Riders	70.98	72062
230	465100	HEDA	RONCHETTI, CHAD	Women in Leadership Conf - McC	199.00	72063
412	419100	Community Development	SAMBERG, SUSAN	Permanent Easement - Hermantow	6,000.00	72064
101	419901	City Hall & Police Building Maintenance	SHEL/DON GROUP INC	Maintenance Study Plans	224.51	72065
240	433500	Water Improvements	SHORT ELLIOTT HENDRICKSON INC	HERMT Water Meter Station	25,385.08	72066
230	214500	Escrow Deposits Payable	SHORT ELLIOTT HENDRICKSON INC	HERMT Water System Modeling	794.48	72066
101	421100	Police Administration	SHRED-N-GO INC	Shredding Contract through 04/	148.93	72067
101	421100	Police Administration	STREICHER'S	Ammo	238.09	72068
101	421100	Police Administration	THOMSON REUTERS - WEST	Clear Subscription - Mar24	173.25	72069
101	421100	Police Administration	TROY'S SERVICE CENTER	Vehicle Repair - SQD 19	3,332.91	72070
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 15	94.66	72070
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter - SQD 18	92.92	72070
101	421100	Police Administration	TROY'S SERVICE CENTER	Oil & Filter/Tire Rotation - S	110.92	72070
601	494300	Water Distribution	UNITED RENTALS (NORTH AMERICA) INC	Light Plant Rental - Water Bre	880.00	72071

Totals: 60 records printed

73,026.12

Resolution No. 2025-72

**Resolution Honoring National Police Week, Peace Officers Memorial Day, And
Celebrating 50 Years Of Service By The Hermantown Police Department**

WHEREAS, in 1962, President John F. Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the week in which May 15 falls as National Police Week;

WHEREAS, Peace Officers Memorial Day, observed annually on May 15, honors the law enforcement officers across the United States who have made the ultimate sacrifice or sustained injuries in the line of duty;

WHEREAS, police officers across the nation have served with devotion, integrity, and courage, placing the safety and well-being of others above their own, regardless of peril or hazards to themselves;

WHEREAS, through their commitment to upholding the law, these officers have protected lives and property, and preserved the freedoms that allow our communities to thrive;

WHEREAS, the presence of a dedicated police force provides stability and security, offering protection from violence and unrest that challenges many parts of the world;

WHEREAS, the Hermantown Police Department has faithfully served this community for fifty years, earning the trust and appreciation of its residents;

WHEREAS, the City Council of Hermantown extends its thanks and congratulations to all past and present members of the Hermantown Police Department for their honorable service and commitment to excellence;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hermantown does hereby proclaim the week of Sunday, May 11, 2025, through Saturday, May 17, 2025, as Police Week, and further declares Thursday, May 15, 2025, as Peace Officers Memorial Day in the City of Hermantown.

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 May 5, 2025.



CITY COUNCIL MEETING DATE: May 5, 2025

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: LELS Police Deputy Chiefs Contract 2025-2027

RESOLUTION: 2025-73

ORDINANCE:

OTHER:

REQUESTED ACTION

Approve tentative agreement with the Law Enforcement Labor Services Deputy Chiefs for January 1, 2025 through December 31, 2027.

BACKGROUND

This is the first contract with the Deputy Chiefs. Prior to this year, they were non-union management employees. The City and Union met four times in negotiations and in a mediation session in attempt to settle the successor labor agreement for the that expired on December 31, 2024.

SOURCE OF FUNDS (if applicable)

The costs for these positions are charged to the General Fund.

ATTACHMENTS

Resolution
Agreement

Resolution No. 2024-73

**Resolution Approving Tentative Agreement And Authorizing And Directing Mayor And
City Clerk To Execute And Deliver Agreements With Law Enforcement Services Inc
(Deputy Chiefs) For The Period Of January 1, 2025 Through December 31, 2027**

WHEREAS, the Deputy Chief in the Police Department formed a union in 2024 and

WHEREAS, representatives from Law Enforcement Services Inc (Deputy Chiefs) and the City of Hermantown have met on four occasions to negotiate an initial labor agreement; and

WHEREAS, representatives from Law Enforcement Services Inc (Deputy Chiefs) and the City of Hermantown have met in a mediation session on April 18, 2025 in an attempt to reach a negotiated labor agreement; and

WHEREAS, as a result of the mediation session, representatives from Law Enforcement Services, Inc. (Deputy Chiefs) and the City of Hermantown have reached the tentative agreement outline in the attached document.

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

1. The City Council approves the tentative agreement authorizing the Mayor and City Clerk to Execute and Deliver Agreement with Law Enforcement Services Inc (Deputy Chiefs) for the Period of January 1, 2025 Through December 31, 2027.

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 May 5, 2025.

Agreement

Between

City of Hermantown



And

Law Enforcement Labor Services Inc.



Representing: Deputy Chiefs

January 1, 2025 to December 31, 2027

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This Agreement is made and entered into by and between the City of Hermantown, hereinafter referred to as the "Employer", and Law Enforcement Labor Services, Inc., (Local #570) hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE OF AGREEMENT

Section 1. This agreement has as its purpose, the promotion of harmonious relations between the employer, its employees, and the union, the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operation of the department; and the establishment of a formal understanding relative to all terms and conditions of employment.

ARTICLE 2 RECOGNITION

Section 1. The employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative under Minnesota Statutes 179A.03, Subd. 7, as certified by the Bureau of Mediation Services, Case No. **25PCE0016** for the bargaining unit described as: All employees employed by the City of Hermantown, Minnesota, in the classification of Deputy Chief of Police, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees within the meaning of Minn. Stat. 179A.03, subds. 17 and 4.

Section 2. In the event that a job classification is established by the employer which it proposes should be excluded from the agreement, it is agreed that in the event of a controversy regarding said exclusion, the matter shall be submitted to the Bureau of Mediation for determination.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. The employer retains the full and unrestricted right to establish policy as to the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel; and to perform any inherent managerial function not specifically limited by this agreement. The city reserves the right to take whatever reasonable action is necessary to carry out the functions of the city in situations of emergency.

ARTICLE 4 LEGAL SERVICE

Section 1. Except in cases of malfeasance of office or willful or wanton neglect of duty, employer shall defend, save harmless and indemnify an employee and/or the employee's estate

against any claim or demand whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of employee's duties.

ARTICLE 5 UNION SECURITY

Section 1.

- A.** The employer agrees to cooperate with Law Enforcement Labor Services, Inc. in the deduction of regular monthly dues for those employees who request in writing to have regular monthly union dues checked off by payroll deduction. The employer agrees to remit such regular monthly dues in a manner to be prescribed by Law Enforcement Labor Services, Inc..
- B.** Law Enforcement Labor Services, Inc. agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken by the employer under the provisions of Paragraph A of this section.

Section 2.

The employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment.

Section 3.

The union may designate members to act as stewards or officers and shall inform the employer of such choice and of any changes in stewards or officers in writing.

Section 4.

The employer agrees to make space available on the employer bulletin board for the posting of union notice(s) and announcements and to make space available for union meetings when it does not conflict with the operations of the department.

Section 5.

The employer agrees to allow the officers and designated representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting union business when such time will not interfere with the operations of the department.

Section 6.

The employer agrees to post all promotional opportunities within the department; to publish the method by which promotions shall be made within the department; and to make copies of all work rules and regulations available to employees.

ARTICLE 6 EMPLOYER SECURITY

Section 1.

None of the employees covered by this agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE 7 SEPARABILITY AND SAVINGS CLAUSE

Section 1. This agreement is subject to the laws of the United States, the State of Minnesota, and the City of Hermantown.

Section 2. If any article or section of the agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such article or section during the period of invalidity or restraint.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. For the purpose of this agreement, the term “grievance” means any disputes arising concerning the interpretation or application of the express provisions of this agreement or any term or condition of employment.

In the event of such a grievance arising there shall be no suspension of operations, but an earnest effort shall be made to resolve such grievances in the manner prescribed by this agreement.

The employer and the Union agree that the investigation and processing of grievances shall be accomplished during the normal workday without a reduction in wages or loss of leave time to the aggrieved or the union steward while consistent with employee duties and responsibilities.

Section 2. **Procedure.** Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the employer. The Chief or employer's designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievances, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the employer-designated representative's final answer in Step 1. Any

grievance not appealed in writing to Step 2 by the union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The City Administrator or the Employer's designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to arbitration. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The decision of the Arbitrator shall be final and binding upon the Union, City, and any employee affected in a controversy so settled.

Section 3. **Arbitrator's Authority.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and the union and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.

The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the employer and the union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally. The arbitrator shall be provided with a copy of the verbatim record at no cost.

Section 4. **Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the employer does not answer a grievance or an appeal thereof within the specified time limits, the union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit on each step may be extended by mutual written agreement of the employer and the union in each step. Time limits for filing a grievance shall be considered to have been met if the grievance or the appeal is postmarked within the specified time limits.

ARTICLE 9 DISCIPLINE

The employer will discipline for just cause only. The employer may recommend remedial education or counseling and acceptance of such recommendation by the employee may mitigate the level of discipline involved. Discipline will be in one or more of the following forms depending upon the severity of the offense:

- a. Oral reprimand.
- b. Written reprimand.
- c. Suspension.
- d. Demotion.
- e. Discharge.

Section 2. Notices of suspension, demotion, and/or discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. The union shall be provided with a copy for each such notice.

Section 3. Written reprimands, notices of suspensions, notices of demotion, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee shall receive a copy of such reprimands and/or notices.

Section 4. It is understood and agreed that in the event of a meeting which may result in disciplinary action, the affected employee shall be advised of their right to request that their Union Representative be present. For the purposes of this section, it is understood and agreed that the union will advise the city of their local representative(s) who will serve in such a capacity.

Section 5. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer.

Section 6. Grievances relating to discharge, demotion, or suspension without pay may be initiated by the union in Step 2 of the grievance procedure.

ARTICLE 10 JOB SAFETY

Section 1. It shall be the policy of the employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.

Section 2. It shall be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

ARTICLE 11 SENIORITY

Section 1. **Definition.** Seniority for purposes of lay-off and recall shall be by Classification. Seniority, for benefit purposes, shall mean an employee's length of service with the employer since the employee's last date of hire. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement, death or a layoff which exceeds one (1) year in duration. When two or more employees have the same seniority date, their position on seniority list shall be determined by lot.

Section 2. **Layoffs.** When a reduction in the workforce becomes necessary, the employee with the least seniority shall be the first laid off provided the remaining employees are qualified to perform the work available. The last employee laid off shall be the first to be recalled for work provided the employee is qualified to perform the available work.

Any employee recalled working and accepting same shall be given five (5) calendar days' advance notice in which to report for work. Registered mail will be used only in cases where the individual declines a telephone notification or cannot be reached by phone or other means. When the employee receives notice of recall he must notify the city within a twenty-four (24) hour period following the receipt of such notice of his intention of accepting or rejecting recall or be terminated.

If an employee fails to report within five (5) days after the notice or attempt of notice, without giving a satisfactory explanation acceptable to the city for not reporting, the employee will be considered as having voluntarily quit.

Employees shall notify the city of their proper telephone number and post office address or change of address. The city shall be entitled to rely upon the address shown upon its records.

ARTICLE 12 WORK SCHEDULE

Section 1. The normal workday shall be eight (8) hours. The employee may adjust their own working schedule to accommodate the necessary balance of needs of the department, the needs of the City and the needs of the individual.

Section 2. When the employee fills in a vacancy on funded patrols in those cases where the total costs of the hours are funded by external sources, the employee shall receive premium pay at the rate of time and one half of their regularly hourly rate.

ARTICLE 13 SICK LEAVE

- Section 1.** All employees will accumulate sick leave at the rate of 3.69 hours per pay period to a maximum of 910 hours. At the end of a calendar year, 50% of any accumulation over 910 hours shall be deposited into the employee's State of Minnesota Health Care Savings Plan at the employee's December 31 wage rate of the year in question.
- Section 1a.** In the event of excessive utilization of the sick leave provisions contained herein, the employee, upon request of the city, shall be required to furnish a doctor's certificate of illness. It is the responsibility of the employee to immediately notify their supervisor if he or she is unable to report for their normally scheduled tour of work. In the event of abuse of this Section, same shall be subject to the grievance provisions of this contract.
- Section 2.** Employees may use sick leave for illness or injury in the immediate family. Immediate family shall be defined as spouse, children, stepchildren, adult child, sibling, parent, grandparent, or stepparent.
- Section 2b.** For any sick leave hours designated as Earned Sick and Safe Time, the statutory rules regarding accrual, use, notice, etc. shall apply.
- Section 3.** **Accident & Sickness Program.** The City will provide at no cost to the employee an accident and sickness program on the following basis: Effective the first day of an accident and the eighth (8) day of illness, with a maximum of twenty-six (26) weeks for each incident, the insurance will pay a weekly benefit. Weekly pay means the basic weekly rate of pay of the person insured as of the policy anniversary occurring immediately before the disability started. The weekly benefit cannot exceed 60% of the weekly pay of the person insured subject to a maximum of \$1,000 per week. All claims must be filed with the City Clerk.
- Section 4.** Once each January 1, the employee's accumulation of sick leave days shall be calculated, and a value set upon said accumulation based upon the number of days/times the employee's hourly rate of pay in effect on December 31 of the preceding year, less any days taken during said year. Payment of any sick leave days used shall be at the employee's hourly rate in effect as of the date such leave is utilized.
- The net dollar value of the sick leave days accumulated during each succeeding year shall be added to the dollar value of the previous year's total and such combined value shall represent the total value of the employee's sick leave. That determined valuation shall be in effect during any current year until the recalculations are performed consistent with the terms and provisions of this article.
- Section 5.** Employees shall be entitled to participate in the State of Minnesota Health Care Savings Plan (HCSP). The employees, with a minimum of twenty (20) years' service and at the time of retirement, shall have all accrued unused sick leave, at the value calculated in Section 4 above, calculated at the employee's current wage rate, transferred into the HCSP.

ARTICLE 14 LEAVES OF ABSENCE

- Section 1.** **Funeral Leave.** For the purposes of this article, a day is defined as eight (8) hours.

The employer shall grant a leave of absence with pay up to five (5) days in the event of death in the immediate family or an associate worker where attendance of the employee is necessary. "Immediate Family" for this purpose shall be defined as spouse, parents, child, sister, brother, grandparent, grandchild, son-in-law or daughter-in-law; and a grandparent, parent, sister or brother of the employee's spouse. An employee may be permitted an additional five days beyond the original allocated five days upon written approval of the City Administrator in the event of death in the immediate family. The additional days, if granted, shall be credited against the employee's accumulated sick leave. Funeral leave shall not be cumulative from year to year.

Section 2. **Jury Duty.** A full-time employee who has been called to serve on jury duty shall be paid for actual hours worked for the city. If this pay, together with the employee's jury duty pay, does not equal their regular weekly pay, the city will make up the difference provided the employee works such hours as the employee is available during the hours when court is not in session. The above shall apply to petit jury duty only and said leave shall not exceed two (2) weeks. An employee receiving full pay from the city while serving on a jury is required to turn into the city the jury duty pay for the period the employee served on the jury, except, however, if an employee were able to perform their assigned duties during such period of service, the employee shall be allowed to retain jury duty pay.

ARTICLE 15 VACATIONS

Section 1. Full-time employees shall earn paid vacation based on the table below.

Years of Service

0 through 3 years	3.08 hours/pay period
4 through 8 years	4.62 hours/pay period
9 through 14 years	6.15 hours/pay period
15 through 19 years	7.69 hours/pay period
20 + years	9.23 hours/pay period

Section 2. No employee shall be allowed to accumulate vacation days in an amount that is in excess of two times the maximum allowable vacation days plus 5 days which can be earned based upon the employee's length of service with the city. Any accumulations in excess of said maximum, at the end of the calendar year, shall be forfeited in such a manner designed to decrease the employee's total vacation days accumulation down to the negotiated allowable maximums based upon the employee's length of service with the city.

Section 3. Upon separation of employment, the employee shall be paid in full for all unused accumulated vacation at Employee's current rate of pay. In the case of the death of any employee who is qualified herein, any unused vacation shall be paid to the employee's estate or heirs.

- Section 4.** Official holidays which occur within an employee's vacation shall not be construed as charges against the vacation accumulation.

ARTICLE 16 HOLIDAYS

- Section 1.** Twelve (12) days during a calendar year shall be observed and considered as paid holidays for all full-time employees.

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday of May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25 th

When any of the above city holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and when any of the above holidays fall on a Sunday, the following Monday is considered the holiday. Holiday pay is defined as pay equal to eight (8) hours of regular straight time rate of pay.

- Section 2.** Employees shall have the holiday off with pay.

- Section 3.** In addition to the scheduled days listed herein, an employee shall be allowed twenty-four (24) hours of personal leave per year. Personal leave must be used in the year earned. Any new employee hired before July 1 shall be granted a prorated portion of personal leave during his or her first year of employment.

- Section 4.** Employees shall be entitled to eight (8) hours of administrative leave per year. Request for this leave shall include but not be limited to public relations, personal professional development and promoting business developments and enhancements.

ARTICLE 17 ON-THE-JOB INJURY

An employee injured on duty shall be able to draw sick leave from a bank reserved for this purpose, provided that such an employee incurred the disabling injury in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer. The sick leave drawn shall be in an amount equal to the difference between the employee's regular rate of pay and benefits paid under the Workers' compensation. When the sick

leave bank, comprised of 380 hours per disabling injury, is depleted, the employee shall draw upon the employee's sick leave and/or vacation.

ARTICLE 18 WAGE

- Section 1.** Employees shall be paid at the wage rates contained in Appendix C.
- Section 2.** **Deferred Compensation.** The City will match employee contributions to Deferred Compensation dollar for dollar up to \$80 per pay period.
- Section 3.** **Health Care Savings Plan.** All employees shall contribute fifty (50) dollars per pay period into a personal Health Care Savings Plan account with the Minnesota State Retirement System.

ARTICLE 19 HOSPITALIZATION

- Section 1.** A new employee regularly scheduled to thirty (30) or more hours of employment each week shall be eligible to receive hospitalization coverage on the first day of the month following sixty (60) days of continuous employment. At the time of enrollment, the employee must inform their supervisor whether the employee desires single or family coverage.
- Section 2.** The employer shall provide the option of a Voluntary Employee Benefit Association (VEBA) hospital/medical insurance plan. The employer shall contribute not less than 92% of the annual VEBA deductible. These amounts apply to both full-time and part-time eligible employees. The annual contribution shall be made in equal quarterly installments on the first payday following January 1st, April 1st, July 1st and October 1st. The quarterly amount will be based on the plan selected by the employee (single or family) in effect for that quarter.
- Section 3.** For employees hired after the first of the calendar year. They shall receive a pro-rate-based contribution to their VEBA accounts. The formula shall be 1/12 of the annual amount time the balance of months of employment left in the calendar year. (employee hired in March, becomes enrolled April 1, =8 months x 1/12 of single amount).
- Section 4.** The city will allow employees to choose the VEBA plan on an annual basis in the fall of the year for the coming year.
- Section 5.** The city shall pay ninety (90%) of the cost of the family or single coverage, and the employees shall pay ten (10%) of the cost of family or single coverage.
- Section 6.** The city agrees to implement a full IRS Section 125 Plan,
- Section 7.** The city shall provide each eligible employee with \$150,000 term life insurance at no cost to the employee while the employee is employed by the City of Hermantown. In addition, \$6,000 of term life insurance shall be provided for each spouse under the age of

70 and \$3,000 of term life insurance for each child of the employee from the age of 6 months to the age of 19 or the age of 24 if a full-time student. Such coverage shall terminate upon separation of the employee from the City of Hermantown, subject however, to any conversion policies provided for in the certificate and/or policy in effect at the time.

Section 8.

Dental Insurance. Employees shall be eligible for participation in the City's dental plan upon hire should they choose. The city will pay 90% of the actual premium of the plan selected by the employee but capped at 65.61 per month. If employees select a plan with premium greater than the cap, then any additional premiums will be paid 100% by the employee.

ARTICLE 20 TRAINING

Section 1.

If an employee attends any Peace Officers Standards and Training (P.O.S.T.) licensing required school, and/or any school requested by the city on their time off, they shall receive straight time payment for all hours up to and including (8) hours per day. For training outside of the Duluth/Superior Metropolitan area, the employee shall be paid at straight time rates for time spent driving at the rate of fifty-five (55) miles per hour to and returning from such training for the standard mileage distance as agreed to between the officer and the Chief, provided that the training is approved by the city and authorized by the Chief. The city shall reimburse meals and travel expenses on the same basis as is currently the practice of the State of Minnesota. The mileage reimbursement shall be in accordance with the city's present practice or as subsequently modified by the City of Hermantown. (See Appendix A.)

Section 2.

The city shall pay for licenses required by the P.O.S.T. Board.

Section 3.

Physical Fitness.

- Employees may utilize the City of Hermantown Fitness Center while on duty; during such times and as approved by the Chief of Police or their designee.
- The Chief or their designee will annually offer an incentive based physical fitness evaluation on a voluntary basis as provided by the employer. As incentive employees will be awarded incentives.
- Employees who exhibit a high level of physical fitness on the annual Hermantown Police Department Physical Fitness Evaluation will be awarded the following incentives.
 - Employees who achieve a tier 2 score on the Hermantown Police Department Physical Fitness test shall be awarded 12 hours off with pay for that year.
 - Employees who achieve a tier 1 score on the Hermantown Police Department Physical Fitness test shall be awarded 24 hours off with pay for that year.
 - Maximum award is 24 hours per year.
- Any awarded "incentive" hours must be scheduled with the Chief, or their designee and the shift(s) must not cause overtime.
- Incentive hours must be used within 12 months of the award.

- Incentive hours cannot be converted to cash payment.

ARTICLE 21 UNIFORMS

Section 1. When a full-time employee is employed by the City of Hermantown, the employee shall be furnished, without charge, a uniform and appropriate equipment relating thereto, in accordance with Appendix B of this agreement. In the event unusual activity takes place which necessitates replacement of that uniform or related equipment, including clothing, it shall be replaced, without charge, to the employee, i.e. a shirt torn in a fight or accident, prescription eyeglasses, wedding bands (replaced or repaired). In the event personal equipment, i.e. watches, rings, non-prescription sunglasses, etc. have to be replaced due to unusual activity, these items shall be replaced upon receipt of a purchase voucher. Such reimbursement shall not exceed the actual cost of each item to a maximum of fifty dollars (\$50) per incident. Said fifty-dollar (\$50) limit shall not apply to the replacement of wedding rings. It is further understood that the initial uniform and equipment issue will suffice for the first anniversary year of employment, and employment, effective the first pay period in January following the first anniversary year of employment, a lump sum payment of five hundred dollars (\$500), payable on the first payday following January 1 and July 1 shall be made.

ARTICLE 22 DURATION

This agreement shall be effective from the first day of January 2025 and shall continue in full force and effect through the 31st day of December 2027 and shall automatically renew itself thereafter, until and unless either party, at least sixty (60) days before the 31st day of December 2027 notifies the other party in writing that it desires to terminate or modify the agreement. If the notice given is on expressing an election to terminate the agreement, it shall then expire on the 31st day of December 2027. If the notice is one of modification, the parties shall then begin negotiations on the proposed modifications as soon as possible after such notice has been given. During the period of negotiations on the modifications, the terms and provisions of the agreement not certified at impasse shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of
_____, 2025.

CITY OF HERMANTOWN

LAW ENFORCEMENT LABOR SERVICES
INC. (LOCAL #570)

Robin Roeser, Business Agent

Jon Esterbrooks, Steward

APPENDIX A

CITY OF HERMANTOWN EXPENSE ALLOWANCES

- Section 1.** **General.** The City of Hermantown may authorize travel at city's expense for the effective conduct of the city's business. Such authorization may be granted prior to the incurrence of the actual expense. Employees affected under this article shall be reimbursed for such expenses that have been authorized by the city in accordance with the terms of this article. An Employee that must travel to locations away from the normal work site in their personal vehicle shall receive reimbursement at a rate equal to the IRS standard mileage reimbursement rate. Travel including lodging, a lodging receipt must be attached to a claim as well as an itemized statement of mileage for use of a personal vehicle..
- Section 2.** **Meal Allowances.** Employees shall be reimbursed for meals up to fifty-five dollars (\$55.00) per day, including tax and gratuity but excluding alcohol, with receipts. Dinner reimbursement may be claimed only if the employee is away from the home station in a travel status overnight is required to remain in a travel status until 7 p.m. Lunch reimbursement may be claimed only if the employee is on assignment away from the home station at least one (1) hour before and during the normal lunch period. Breakfast reimbursement may be claimed only if the employee is on assignment away from the home station in a travel status overnight, or departs from home in an assigned travel status before 6 a.m. An employee eligible for one (1) or more meals may combine the reimbursements for one (1) meal charge. Employees shall be required to provide receipts for being reimbursed for meal allowances.

APPENDIX B

Initial Uniform Issue - City of Hermantown

QTY	ITEM
1	Ike Style Dress Jacket
1	Dress Uniform shirt Long Sleeve – White
1	Dress Uniform shirt Long Sleeve – Navy
1	Dress Uniform Pants
2	Uniform Shirts – Long Sleeve – Navy
2	Uniform Shirts – Short Sleeve – Navy
2	Uniform Pants – Navy
1	Necktie – Navy
1	Tie Tack/Clip
1	Dress Hat/Navy/5 Star
1	Dress Hat Rain Cover
1	Winter Hat – Navy
1	*Winter Jacket – Navy
1	Boots – Black
1	*Gun Belt – Black Leather Weave
1	*Gun Belt Inner Belt – Black
4	*Belt Keepers
1	*Holster – Black Leather Weave
1	*Handcuff Case – Black Leather Weave
2	Handcuffs
1	Flashlight
1	Flashlight Holder
1	*Key Holder
1	*Magazine Holder – Black Leather Weave
1	*Mace Holder – Black Leather Weave
1	ASP
1	*ASP Holder
1	Puncture Resistant Gloves
1	*Duty Bag

All initial issued uniform items listed with an (*) will be returned to the Hermantown Police Department only upon an officer leaving the employment of the Department prior to completion of five (5) years of service.

Brand names, style, makes and models of uniforms and equipment will be at the discretion of the Chief of Police who in turn will post an approved annual listing. Any substitutions require approval in writing by the Chief of Police, or the Chief's designee, who in turn will post an approved annual listing. Any substitutions require approval in writing by the Chief of Police, or the Chief's designee prior to purchase.

All other equipment or uniform items issued to an officer will be signed for with a copy remaining in their personnel file. All equipment or uniforms requiring a signature will be returned to the Police Department at that officer's termination of employment with the City of Hermantown at any time or for any reason.

Upon twenty (20) years of service, the Police Department's issues handgun will be relinquished to the officer for ownership upon retirement.

APPENDIX C

Effective January 1, 2025, Jon Esterbrooks and Mark Gunderson will be placed at Step 8. Effective January 1, 2026, Jon Esterbrooks and Mark Gunderson will advance to Step 9. Effective January 1, 2027, Jon Esterbrooks and Mark Gunderson will remain at Step 9.

Employees in the bargaining unit on the payroll as of 01/01/2025:

Year	1	2	3	4	5	6	7	8	9
2025	\$46.57	\$48.44	\$50.38	\$52.39	\$54.49	\$56.67	\$58.93	\$61.29	\$63.74
2026	\$48.20	\$50.13	\$52.14	\$54.22	\$56.39	\$58.65	\$60.99	\$63.43	\$65.97
2027	\$49.89	\$51.89	\$53.96	\$56.12	\$58.37	\$60.70	\$63.13	\$65.65	\$68.28

Employees in the bargaining unit on the payroll after 01/01/2025:

Year	1	2	3	4	5	6	7	8	9
2025	\$43.73	\$45.48	\$47.30	\$49.19	\$51.16	\$53.21	\$55.34	\$57.55	\$59.85
2026	\$45.26	\$47.07	\$48.96	\$50.91	\$52.95	\$55.07	\$57.27	\$59.56	\$61.95
2027	\$46.85	\$48.72	\$50.67	\$52.70	\$54.80	\$57.00	\$59.28	\$61.65	\$64.11

For internal promotions, employees will be placed on the scale at the step that provides a minimum of 4% increase over their existing pay.



CITY COUNCIL MEETING DATE: May 5, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: User Group Agreement - HSSA

RESOLUTION: 2025-74

ORDINANCE:

OTHER:

REQUESTED ACTION

Approval of park user agreements with Hermantown Summer Softball Association (HSSA)

BACKGROUND

The City enters into user agreements with several park users (Hermantown Schools, Youth Baseball, Youth Softball, Youth Soccer) for primary use of sports-related aspects of our park system. This is the user agreement with Hermantown Summer Softball Association for use of Rose Road Fields 1, 2, & 3.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
HSSA/City Agreement

Resolution No. 2025-74

**Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver
Agreement For The Use Of The City Of Hermantown Athletic Fields With The
Hermantown Summer Softball Association**

WHEREAS, the City of Hermantown owns certain athletic fields; and

WHEREAS, the Hermantown Summer Softball Association desires to utilize fields applicable to its sport; and

WHEREAS, the City requires that any party using a City athletic field enters into an agreement governing such use; and

WHEREAS, the Hermantown Summer Softball Association desires to enter into the Agreement for a three-year term expiring on December 31, 2027 with the City.

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

1. A three-year Agreement with the Hermantown Summer Softball Association and Hermantown 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.

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 May 5, 2025.

**AGREEMENT FOR THE USE OF THE
CITY OF HERMANTOWN ATHLETIC FIELDS**

THIS AGREEMENT is made between the CITY OF HERMANTOWN ("City") and Hermantown Summer Softball Association ("User") with regard to the use of the City Athletic Fields.

City at considerable expense has allocated land belonging to the City for use as athletic fields ("City Athletic Fields").

City and User desire to allocate duties with respect to the maintenance and use of the City Athletic Fields. Accordingly, the parties do agree as follows:

1. City hereby grants to User a license to use the City Athletic Fields described on Exhibit A attached hereto ("Field") at such times as are specified on Exhibit A attached hereto. This license of usage includes the right to use the Field, parking area, concession stand and all other facilities appurtenant to the Fields.

2. The term of this License shall expire on December 31, 2027.

3. Property installed by City on the City Athletic Fields shall be and remain the property of the City.

4. No property may be installed by User on the City Athletic Fields without the prior written approval by City. Property installed by User for use in connection with City Athletic Fields shall be and remain the property of City.

5. Maintenance of the City Athletic Fields shall be the responsibility of City except the User shall be responsible for restoration of fields following usage by it. Maintenance, which is the responsibility of the User, shall include the following:

a. custodial services in order to clean and maintain any buildings during and following use by User;

b. trash and litter clean up and proper disposal in containers provided by the City following use by User;

c. payment of the fee set from time to time by the City for each day that the lights are utilized at the Field

d. operating any concession stand utilized by User in accordance with all applicable codes and regulations

e. maintaining the cleanliness of any concession stand utilized by User in accordance with all applicable codes and regulations.

f. The City will be responsible for ~~75~~ekly grass mowing on all Fields covered by this agreement. The User will be responsible for dragging, marking, or chalking the fields.

6. User shall, during the term of this Agreement, maintain comprehensive property damage and liability insurance that names City as an additional insured and with a combined single limit of coverage of at least one million, two-hundred thousand Dollars (\$1,200,000.00). User shall provide City with a certificate evidencing that insurance is in force and effect with such certificate indicating that the insurance evidenced by such certificate shall not be cancelled, materially altered or not renewed without thirty (30) days prior written notice of such cancellation, material alteration or non-renewal being given to City.

7. All receipts and disbursements from or related to the use of the City Athletic Fields shall be for the account of the City except as specifically noted on Exhibit B attached hereto or except as specifically agreed to in writing by the City.

8. User may not assign, sublease, sublicense or otherwise grant any rights to the use of the City Athletic Fields without prior written consent of the City.

IN WITNESS WHEREOF, City and User have each authorized the ratification of this Agreement and have caused the same to be executed by their appropriate officers this 25 day of April, 2025.

CITY OF HERMANTOWN

USER:

By _____

By Kurt H.

Its Mayor

Its PRESIDENT

And By Alesse McCleure

Its Clerk

CITY OF HERMANTOWN

PARKS AND RECREATION USER GROUP AGREEMENT

HERMANTOWN SUMMER SOFTBALL ASSOCIATION

TIME PERIOD:

First scheduled game or practice:

Last scheduled game or practice:

CITY OF HERMANTOWN

PARKS AND RECREATION USER GROUP AGREEMENT

HERMANTOWN SUMMER SOFTBALL ASSOCIATION

EXHIBIT B

No Restrictions.



CITY COUNCIL MEETING DATE: May 5, 2025

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Development Agreement – BMAX Inc. Stebner Road PUD

RESOLUTION: 2025-75 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve execution of the Development Agreement between BMAX Inc. and City of Hermantown for the Stebner Road PUD development.

BACKGROUND

Requested is approval of the Development Agreement between BMAX Inc. (Developer) and the City of Hermantown (City) for the completion of public and private improvements associated with the Stebner Road PUD approved by the City Council Resolution 2024-31 on March 18, 2024. This development agreement was originally approved under resolution 2024-176 with Jay Zierden/Zierden Builders, however BMAX Inc. will be the developer of the property, so the attached development agreement reflects that change. The agreement is substantially in the form of the attached Development Agreement document.

Jay Zierden as part of his work for BMAX Inc. has conducted some initial tree clearing on the site in early 2024 with no work being conducted in the rest of the building season. Mr. Zierden anticipates restarting work in spring 2025 with utilities, stormwater and road base work being conducted in 2025 and the remaining pavement related work (bituminous, curb, gutter and sidewalk) being done in 2026. 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. 2025-75

Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver Development Agreement With BMAX Inc. For The Stebner Road Planned Unit Development Project

WHEREAS, BMAX Inc. (“Developer”) owns property located within the City of Hermantown; and

WHEREAS, Developer has requested the City to approve the Final Planned Unit Development (PUD) Permit for the (“Project”); and

WHEREAS, the Final PUD was approved on June 3, 2024 under Resolution 2024-74, and

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

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

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

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

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

Councilor _____ introduced the foregoing resolution and moved its adoption.

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 May 5, 2025.

ACCEPTANCE OF RESOLUTION

BMAX Inc. (“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, BMAX Inc. has executed this acceptance the _____ day of _____, 2025.

DEVELOPER:

BMAX Inc.

By _____
Its _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by BMAX Inc.

Notary Public

DEVELOPMENT AGREEMENT

BY AND BETWEEN

**BMAX INC.
("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 **BMAX Inc.** (hereinafter referred to as the “Developer”), is in response to the following situation:

A. The Developer has requested the City to approve the Stebner Road PUD (“PUD”) which is associated with the property located in St. Louis County, Minnesota legally described as follows:

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

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

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

1. To pay all costs incurred by the City in connection with the initial review and consideration of the PUD, prior to the execution of the Certificate and thereafter in connection with the determination of whether the conditions to the approval of the Certificate 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 Certificate will be executed by the City the Developer must:

3.1 Comply with the provisions of Section 8 hereof (Infrastructure Plans and Specifications approved).

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

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

3.4 Pay City a park dedication fee of \$1,100.00 per lot/unit in the PUD (total of \$22,000.00).

3.5 Provide the City with title evidence in form and substance acceptable to the City and the City Attorney examines or causes the title of the land underlying the PUD to be examined and the Developer completes all actions required to be taken by the City Attorney and City Engineer.

3.6 Provide the City with a Plat reflecting the final configuration of the units/lots and outlots associated with the PUD.

3.7 Cause the Plat dedication on the final Plat to be in form and substance acceptable to the City Attorney and City Engineer.

3.8 Provide the City with the final Plat that has duly and properly executed by all parties with an interest in the Property, as determined by the City Attorney and the signatures of such parties are duly and properly notarized.

3.9 Provide the City with the copies of the final Plat as is required under the Hermantown subdivision platting regulations.

3.10 Dedicate any and all Outlots covering the Property on which the Stormwater Improvements will be constructed on the Final Plat and convey Outlots to the City.

3.11 City to provide written approval of the final Plat by the Community Development Director, City Attorney and City Engineer as being in compliance with the Hermantown subdivision platting.

3.12 Provide City with evidence that corrections to any deficiency noted by the County Surveyor on the Preliminary Plat have been made on the Final Plat.

3.13 Pay the City's out-of-pocket costs and expenses, including attorneys' fees and engineering fees, incurred to the date the Plat is signed.

3.14 Comply with the provisions of Section 20 hereof (Declaration of Wetland Restrictions).

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

If to Developer: BMAX Inc.
P.O. Box 90
Carlton, MN 55718

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 acknowledges and agrees that pursuant to Section 350 of the Hermantown City Code, no road or street within the city becomes a City street until it is accepted and opened by the City Council by a resolution to that effect and that the City has not accepted or opened the roads within the Plat. Developer further acknowledges and agrees that the City has no obligation and will not assume responsibility to grade, construct, improve, repair, replace, snowplow or in any way maintain or construct any road until such road has been accepted and opened pursuant to Section 350 of the Hermantown City Code. Developer further acknowledges and agrees that the City Council will not consider any resolution accepting and opening any road until Developer makes a written request of the City to accept and open the road. Such request may not be made by Developer until (i) one year after the construction of the road is determined to be fully completed in accordance with the Plans and Specifications and (ii) only if Developer has maintained and repaired the road in good condition and repair unless Developer (x) provides a written one year warranty with respect to the construction of the road that is in form and substance acceptable to the City, City Engineer and the City Attorney and (y) Developer provides security for such warranty in an amount, form and substance acceptable to the City, City Engineer and City Attorney. In the event Developer proceeds as provided in subparts (x) and (y) of this paragraph the City Council will consider a resolution accepting and opening the road at its first regular meeting after Developer makes a written request of the City to accept and open the road and the items required by subparts (x) and (y) of this paragraph are provided to the City. Likewise, Developer acknowledges and agrees that the City has no obligation to repair or replace any other Infrastructure Improvements until such Infrastructure Improvements have been determined to be fully constructed in accordance with the Plans and Specifications by the City Engineer and City Public Works Director.

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

8. Developer shall present detailed plans and specifications for the Infrastructure Improvements to the City Engineer and City Public Works Director and obtain approval of such plans and specifications by the City Engineer, City Public Works Director. Whenever the words "Plans and Specifications" are used herein it shall mean the plans and specifications that are approved by the City Engineer and City Public Works Director. All construction work shall be completed strictly in accordance with the approved Plans and Specifications. The Plans and Specifications shall include the requirement that the final road elevation be marked prior to any building permit being issued for any construction on any lot within the Plat. For the purposes of this Development Agreement, Infrastructure Improvements means the following:

8.1. The sewer main ("Sewer Main") and water main ("Water Main") within the Project.

8.2. The Stormwater Improvements within the Plat and servicing the Plat.

8.3. Permanent wetland markers marking the wetlands on all residential lots within the Plat.

8.4. A 28 foot wide asphalt roadway ("Public Roadway") with curb and gutter per the requirements of the City of Hermantown. This Public Roadway will provide access for eleven lots from Stebner Road.

8.5. A 5 foot wide sidewalk ("Sidewalk") within the Public Roadway providing a connection to Stebner Road and continuing along the one side of the roadway proposed within the Plat.

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

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

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

12. Developer acknowledges and agrees that no zoning permits and no building permits will be issued for any construction within the Plat until the City Engineer executes the Certificate of

Substantial Completion (Sewer Main, Water Main, Public Roadway and Sidewalk) in form of the one attached hereto as Exhibit B and/or the security required by Section 3.2 and Section 3.3 has been provided to City for such items and an MS4 Certificate of Compliance has been issued for the Stormwater Improvements and/or the security required by Section 3.3 has been provided to the City for the Stormwater Improvements.

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. The City will not release any security provided to it hereunder until the required record drawings and copies of the Plat required by Section 16 and GPS data points required by Section 17 have been provided to the City. Any security provided by Developer to City pursuant to Section 3.3 hereof shall be released upon the issuance of a MS4 Certificate of Compliance and all work on the Stormwater Improvements is complete.

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

16. Developer will provide record drawings for the Infrastructure Improvements constructed by it pursuant to this Agreement on paper and electronically in auto-cad format and PDF format before October 15, 2026. Developer will also provide City with an electronic copy of the recorded Plat.

17. Developer will provide the GPS data points for the wetland boundaries on all lots within the Plat and for the permanent wetland markers required to be installed by Developer pursuant to Section 8.3 hereof before a Certificate of Final Completion will be issued. Developer, on its behalf and on behalf of its successors and assigns, further grants City access to the Property and any lot on the Property for purposes of checking the wetland boundaries and permanent wetland markers.

18. Upon the issuance of a Certificate of Final Completion by the City Engineer for the Infrastructure Improvements the City shall become the owner of the Infrastructure Improvements covered by such Certificate of Final Completion. Upon the issuance of a Certificate of Final Completion by the City Engineer for the Public Roadway and Sidewalk and the satisfaction of the provisions of Section 6 of this agreement the City shall become the owner of the Public Roadway and Sidewalk covered by such Certificate of Final Completion. Upon the issuance of an MS4 Certificate of Compliance for the Stormwater Improvements pursuant to Section 3.3, the City shall become the owner of the Stormwater Improvements.

19. Developer will provide or cause to be provided separate water and sewer services to each dwelling unit in the Plat and:

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

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

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

19.4 All individual dwelling units within the Plat shall be connected directly to the Sewer Main and Water Main.

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

20. Developer will execute and deliver to City for recording with the real estate records the Declaration of Wetland Restrictions in the form of the one attached hereto as Exhibit 20. Neither Developer nor its successors or assigns shall modify or disturb the wetland areas or Stormwater Improvements within the Plat without the prior written approval of the City. The owner of each lot within the Plat shall be responsible for the preservation and maintenance of the wetland areas located on such owner's lot. Developer, for itself and its heirs and assigns, grants City access to the Property and every lot on the Plat for the purpose of determining compliance with this provision.

21. Developer acknowledges that City intends to provide a letter, substantially in the form of the one attached hereto as Exhibit 21 to each party who requests utility service from the City at any time with regard to lots within the Plat.

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

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

24. The Developer further agrees that nothing in this Agreement constitutes any approval of any other licenses or permits or approvals required to be obtained under applicable law, rule, regulation or ordinance before any construction can take place on the Property. Examples of permits and approvals that are not approved by this Agreement are building permits, water and sewer

connection approvals (which require payments for connection fees to the City and a CAF payment to WLSSD).

25. During construction, Developer agrees:

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

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

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

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

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

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

25.7 The Community Development Director may impose additional conditions if it becomes necessary in order to mitigate the impact of construction on surrounding properties.

[SIGNATURES APPEAR ON NEXT PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF HERMANTOWN
AND BMAX INC.**

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 _____ and _____, 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 BMAX INC.

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.

BMAX INC.

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ of BMAX Inc.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

That part of Outlot B, lying Westerly of the west line of the NE1/4 of SW1/4 of Section 24, Township 50, Range 15 AND lying North of the north line of the Southerly 965.00 feet of NW1/4 of SW1/4 of Section 24, Township 50, Range 15.

Parcel ID: 395-0158-00081

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

Date of Issuance: _____, 20____

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

Jay Zierden/Zierden Builders, (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, Roadway and Sidewalk 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, Roadway and Sidewalk defined in the Development Agreement attached hereto 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 _____

ADDENDUM NO. 1

COMPLETION ITEMS

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

EXHIBIT C
CERTIFICATE OF FINAL COMPLETION

Date of Issuance: _____, 2026

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

BMAX Inc., (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.

BMAX INC.

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 _____

EXHIBIT 20

DECLARATION OF WETLAND RESTRICTIONS

BMAX Inc. (“Developer”) hereby certifies and declares that Lot _____, Block _____ Stebner Road PUD (“Property”) is subject to the restrictions contained within that certain Development Agreement between Developer and the City of Hermantown dated _____, 2024 and recorded the _____ day of _____, 20____ as Document No. _____ with the _____ of St. Louis County, Minnesota. Such restrictions include, but are not limited to, the following:

1. The permanent wetland markers installed on the Property may not be removed or disturbed in any manner. The wetland areas on the Property may not be disturbed in any manner.
2. The City may enter upon the Property to repair, maintain and correct any disturbances to the wetland areas on the Property.
3. If the owner of the Property fails to maintain the wetland areas or modifies or disturbs the wetland areas, then the City may assess the cost of repairing or restoring the wetland areas against the Property pursuant to the provisions of Chapter 429 of the Minnesota Statutes or it may declare such failure or such modification or disturbance to be a hazard to public safety or health and proceed to take actions which are permissible under Minnesota Statutes §463.15, et. seq., to enjoin or abate the hazard and collect the costs thereof as provided for in such statutes.
4. This Declaration shall run with the land and be binding on Developer and its successors and assigns.

[SIGNATURE APPEARS ON NEXT PAGE]

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

BMAX INC.

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by _____ of BMAX Inc.

Notary Public

EXHIBIT 21

[TO BE PLACED ON CITY'S LETTERHEAD]

«Date»

«Name»
«AddressBlock»
«AddressBlock»

Dear _____ :

Thank you for becoming a utility customer of the City of Hermantown.

We want to let you know that the City of Hermantown prides itself on being environmentally friendly. In furtherance of this, the City has required wetland areas on and adjacent to your property to be marked. These markers have to stay in place and the wetlands marked by the markers need to remain undisturbed.

Further detail regarding the wetlands are set for the in the Declaration of Wetland Restrictions that is enclosed and that has also been recorded with your property title.

Also, please feel free to call City Hall at any time if you have any questions.

Sincerely,

Enclosure



CITY COUNCIL MEETING DATE: May 5, 2025

TO: Mayor & City Council
FROM: John Mulder, City Administrator
SUBJECT: ADA Inventory

RESOLUTION: 2025-76 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Accept the proposal from Northland Consulting Engineers to conduct an American with Disabilities Act (ADA) Inventory.

BACKGROUND

On March 17, 2025, the City Engineer discussed the need for the City to create an American with Disabilities Act Inventory for city infrastructure and facilities. With 50 employees, the City no longer met the exemption from having an official ADA Plan. This inventory is the first phase of creating an ADA transition plan. The inventory will identify areas of possible improvements. Following the inventory, improvements can be incorporated into our capital improvement plans for both infrastructure and facilities.

SOURCE OF FUNDS (if applicable)

101-431130-305 This may require a budget amendment later this year.

ATTACHMENTS

Resolution
Proposal dated 4/1/2025

Resolution No. 2025-76

Resolution Accepting A Proposal For Engineering Services For An American with Disabilities Act (ADA) Inventory From Northland Consulting Engineers

WHEREAS, the City of Hermantown (“City”) desires to complete an American with Disabilities Act (ADA) inventory of city infrastructure and city facilities; and

WHEREAS, Northland Consulting Engineers (“Engineer”) submitted a proposal as shown on Exhibit A to the City to provide such services and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to accept the proposal.

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

1. The proposal from Northland Consulting Engineers for design and construction engineering services attached hereto as Exhibit A for an American with Disabilities Act (ADA) inventory.

2. The source of payment for the consultant services will be General Fund No. 101-431130-305 – City Engineer

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 May 5, 2025.

EXHIBIT A

Civil Engineering Fee Proposal

April 1, 2025



Project Title: ADA Inventory

Project Location: Hermantown, MN

Company: City of Hermantown

Client Contact: John Mulder

Full Address:

Client Email: jmulder@hermantownmn.com

Office Phone: 218.729.3601

Cell Phone:

Project Description

This proposal is the first phase or inventory of the ADA transition plan process. The work scope includes using GPS and GIS to collect data on the City's infrastructure. This includes sidewalks, curbs, ramps, signals, push buttons, trails, Handicap parking stalls and parks. The data collection will be broken down into 2 tasks; Task 1 will be infrastructure within the public right of way and Task 2 will look at publicly owned facilities, buildings, parks, trails etc.

Scope of Civil Engineering Services

1. Meetings, Communications with City Staff
2. Infrastructure Inventory - Field Work
3. Deliverable is Map showing the inventory

Proposed Fee Calculation Table	Estimated Hours / Hourly Rates					Extended Cost
	Principal	PE	Tech.	Clerical	Other	
Design Engineering Services (Fixed Fee)	\$190.00	\$160.00	\$90.00	\$50.00		
Task #1: Right of Way Inventory - Sidewalks, Curbs, Ramps, Signals, Push Buttons and Trails	40		240			\$ 29,200.00
Task #2: Publicly Owned Facilities - Accessible Parking Stalls and Routes, Parks, Automatic Doors and Signage	24		80			\$ 11,760.00
				Subtotal	\$ 40,960.00	
				Total Proposed NCE Fee	\$ 40,960.00	

Assumptions

1. Compensation for design engineering services described above will be performed on a Hourly Not to Exceed basis, based on the overall project description and limited scope of services listed above.
2. Additional Services may be required. Additional services will be performed only upon written approval by the client and billed on an hourly rate basis in accordance with NCE current rate schedule.
3. If acceptable, this proposal along with the attached terms and conditions sheet will serve as our contract for the project.

Submitted By

4/1/25

Signature

Date

David Bolf, P.E.

Principal Partner - Civil Department Manager

Northland Consulting Engineers LLP

Accepted By

Signature

Date

Printed Name

Title

Representing



CITY COUNCIL MEETING DATE: May 5, 2025

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Feasibility Report – Project 452: Lightning Drive and Thunderchief Lane & a portion of Getchell Rd including sanitary sewer extension and other infrastructure improvements in Section 14

RESOLUTION: 2024-77

ORDINANCE:

OTHER:

REQUESTED ACTION

Accept the Preliminary Feasibility Report for Project 452 Lightning Drive and Thunderchief Lane & a portion of Getchell Rd Including Sanitary Sewer Extension and Other Infrastructure Improvements in Section 14 Hearing for February June 2, 2025.

BACKGROUND

As part of the City's Road Improvement Program, the City intends to make improvements on Lightning Drive and Thunderchief Lane & a portion of Getchell Road Including Sanitary Sewer Extension and Other Infrastructure Improvements in Section 14 in 2025. The City Engineer has prepared the attached Preliminary Feasibility Report which addresses in a more specific way the improvements that are needed and a more detailed cost estimate. This is one of the required steps in the road improvement process since it is the intention of assessing property owners along this project.

Prior to June 2, staff will invite residents along the project to an informal public information meeting to explain the Project 452 and answer any questions.

The City Council should accept the report and call for a public hearing on the improvement to be held on June 2, 2025.

SOURCE OF FUNDS (if applicable)

240-432500-305 Project 452

Special Assessments

Sales Tax (Sanitary, Water, Trail)

Stormwater/Street light utility fees

Grants

General levy (through the issuance of bonds)

ATTACHMENTS

Resolution

Feasibility Report

Resolution No. 2025-77

**Resolution Receiving Preliminary Engineering Report And Calling For A Public Hearing
For Road Improvement District No. 452 (Lightning Drive & Thunderchief Lane Including
Sanitary Sewer Extension And Other Infrastructure Improvements In Section 14)**

WHEREAS, pursuant to the City of Hermantown's Road Improvement program, a preliminary engineering report ("Report") has been prepared by Northland Consulting Engineering, Inc. with reference to the road improvement on Lightning Drive and Thunderchief Lane & a portion of Getchell Including Sanitary Sewer Extension And Other Infrastructure Improvements In Section 14 ("Project"); and

WHEREAS, the City Council has been advised by Northland Consulting Engineering, Inc. the consulting engineer for such project in the Report that the proposed improvements are feasible and should best be made as proposed; and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown that further consideration be given to Road & Utility Improvement District No. 452 in the City of Hermantown; and

WHEREAS, Chapter 429 of the Minnesota Statutes provides that no such improvement shall be made until the City Council shall have a public hearing on such improvements following mailed notice and two publications thereof in the official newspaper stating the time and place of the hearing, the general nature of the improvement, the estimated costs thereof and the area proposed to be assessed in accordance with law.

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

1. The City Council receives the preliminary engineering report for Road & Utility Improvement Project 452 (Lightning Drive and Thunderchief Lane & a portion of Getchell)
2. The Council will consider the improvement of such road improvements in accordance with the Report and the assessment abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$4,387.540.28.
3. A public hearing on the proposed improvements will be held **Monday, June 2, 2025 at 6:30 p.m.** in the Administrative Services Building, 5105 Maple Grove Road, Hermantown, Minnesota.
4. The notice of hearing attached hereto is approved and the City Clerk is hereby authorized and directed to cause such notice to be published twice in the official newspaper, once on **May 15, 2025** and once on **May 22, 2025**.

4. The City Clerk is further authorized and directed to mail such notice to the owner of each parcel of land within the area proposed to be assessed as described in such notice no later than **May 9, 2025**. For purpose of giving such mailed notice, owners shall be those shown to be such on the records of the St. Louis county Auditor. As to properties not listed on the records of the St. Louis County Auditor, the City Clerk shall ascertain such ownership by any practicable means and give mailed notice to such owners.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such motion 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 May 5, 2025.

**NOTICE OF PUBLIC HEARING ON ROAD IMPROVEMENT DISTRICT NO. 452
(LIGHTNING DRIVE & THUNDERCHIEF LANE INCLUDING SANITARY SEWER
EXTENSION AND OTHER INFRASTRUCTURE IMPROVEMENTS IN SECTION 14)**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Hermantown will meet in the council chambers of Administrative Services Building, 5105 Maple Grove Road, Hermantown, Minnesota, at 6:30 p.m. on Monday, June 2, 2025 to consider the feasibility report of Road Improvement District No. 452 (Lightning Drive, Thunderchief Lane, & a portion of Getchell)

The City Council proposes to proceed in accordance with the provisions of Minnesota Statutes Chapter 429.011 to 429.111 of the Minnesota Statutes.

The area proposed to be assessed for such improvement is every piece and parcel of property benefited by such improvement, whether abutting thereon or not, based upon the benefits received by each piece and parcel.

The proposed assessment is \$9,750 for each residential parcel and \$25,000 for each commercial parcel. The estimated cost of such improvement is \$9,844,984.00.

A reasonable estimate of the impact of the assessment will be available at the hearing.

Such persons as desire to be heard with reference to the proposed improvements will be heard at this meeting. Written or oral comments are encouraged and will be considered at this hearing.

Authorized by the City Council.

Alissa McClure, Clerk
City of Hermantown

CITY OF HERMANTOWN

PRELIMINARY ENGINEERING REPORT AND FEASIBILITY STUDY

Prepared: May 1st, 2025

SANITARY SEWER IMPROVEMENT DISTRICT #452

(Lightning Dr, Thunderchief Ln, Getchell Rd & Hermantown Trail)

NCE JOB NUMBER: 25-8001

RECOMMENDED:



Hermantown City Engineer

5/1/2025

Date

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1. LEGAL BASIS FOR REPORT
2. REPORT
3. APPENDICIES
 - I. Exhibit 1.0 – Overall Map
 - II. Exhibit 2.0 – Lightning Dr Typical Section
 - III. Exhibit 3.0 – Engineer's Estimate of Cost
 - IV. Exhibit 4.0 – Sanitary Sewer Plan & Profile Sheets

LEGAL BASIS FOR REPORT

This report is prepared pursuant to a Resolution approved by the Hermantown City Council calling for the preparation of a preliminary engineering report, pursuant to Minnesota Statutes Section 429.031.

This report is prepared in accordance with said Section 429.031. Specifically, this report hereby advises the City Council, in a preliminary way, as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement.

This report also includes the estimated cost of the improvements as recommended.

The compensation paid to Northland Consulting Engineers, LLC. for preparing this report is based on the following factors:

1. The time and labor required.
2. The experience and knowledge of the preparer.
3. The complexity and novelty of the problems involved.
4. The extent of the responsibilities assumed.

The compensation paid to Northland Consulting Engineers, LLC. for preparing this report is not based on a percentage of the estimated cost of the improvement.

PURPOSE

The purpose of this report is to determine the necessity, cost effectiveness, and economic feasibility for roadway and utility improvements to Lightning Dr, Thunderchief Ln, & Getchell Rd.

DISCUSSION/BACKGROUND

Through discussions with the City Administrator, Public Works Director, and Community Development Director, there is an interest in upgrading the roadway and utilities along Lightning Drive. The purpose of the project is to provide roadways and utilities for future developments in the Industrial Park. The project would include the reconstruction of Lightning Drive (Getchell to Stebner), along with the Thunderchief Lane cul-de-sac. Getchell Road would be reconstructed from Maple Grove Road to Lightning Drive. A multi-use trail would extend from Lavaque Road to Stebner Road & along Stebner to Maple Grove Rd. The sanitary extension would take (2) lift stations offline as well as direct sewage West toward the Hermantown Trunk Sewer. Previously, this area flowed North into the WLSSD's Hermantown Interceptor.

DESIGN

Segment 1 – Lightning Drive

Lightning Drive is a rural road section. The existing roadway is 28' wide with (2) sections of bituminous & gravel. This section would be reconstructed to a new 32' width urban section, see Exhibit 2.0. The road lies within a 100' right-of-way. Construction will fall within this right-of-way.

Segment 2 – Thunderchief Lane

Thunderchief Lane is currently a 28' wide gravel section. The existing cul-de-sac would undergo full-depth reconstruction. The road will match the typical section of Lightning Drive.

Segment 3 – Trunk Sewer Spur

The sanitary sewer on Lightning Drive would be reconstructed to redirect flow Westward to the Miller Trunk Sewer system. This would eliminate (2) active lift stations on Lightning Dr. Six options had been previously studied to determine the most feasible route considering a variety of factors: bury depth, areas of known rock, & surface restoration efforts. This alignment has been provided to reduce bury depth when heading due East-West. The sewer will connect directly to the Trunk Sewer system. It minimizes the amount of sanitary pipe while providing utilities to parcels West of Getchell Road. This alignment would be installed on undeveloped parcels, will require easement acquisition. This option provides future utilities for nearby parcels.

Segment 4 – Getchell Road Reconstruction (Maple Grove Road to Lightning Drive)

Getchell Road is currently a 20' wide gravel section & constructed from Maple Grove Road to Lightning Drive. The road would undergo full-depth reconstruction. The new section will be urban, 32' wide with curb, gutter, & 6' sidewalk. This section will get sanitary sewer & watermain.

Segment 5 – Multi-Use Trail

A trail system would run the entirety of the sanitary extension along Lightning Drive, from Lavaque Road to Stebner Road. The multi-use trail would continue along Stebner Road from Lightning Drive to Maple Grove Road. The trail will be 10' wide with 2' gravel shoulders.

Right-of-Way and Easement Acquisition

Three properties South of Lightning Dr on Getchell Rd will acquire additional right-of-way. Right-of-way & easement will be acquired from address 4155 Getchell Rd to properly install the Getchell Rd & Lightning Dr intersection and the sanitary sewer along the Southern property line. Additionally, four properties North of Lightning Dr on Getchell Rd will need a wide right-of-way along the Western half, at a future date when this extension commences. A trail & utility easement along the sanitary sewer alignment will be acquired. Additionally, a trail easement on Stebner Rd will be needed. This will require multiple agreements made between the City of Hermantown and landowners.

CONCLUSION

Based on discussions with the City Administrator and Public Works Director, it is NCE's recommendation that the City Council approves Segments 1, 2, 3, 4, & 5 identified in this study. These improvements will complete the roadway reconstructions in Hermantown Industrial Park.

PROJECTED COSTS

See Exhibit 3.0 for a breakdown of the cost projections for the project.

Cost Breakdown:

Segment #1 – Reconstruct Lightning Drive	\$2,570,866.00
Segment #2 – Reconstruct Thunderchief Drive	\$ 610,218.00
Segment #3 – Sanitary Sewer Replacement	\$2,523,000.00
Segment #4 – Reconstruct Getchell Road	\$2,121,040.00
Segment #5 – New Multi-Use Trail	\$2,019,860.00
Estimated Total Project Costs (Construction + Soft)	\$9,844,984.00

Funding Breakdown:

Sales Tax (Sanitary Trunk Spur)	\$2,910,930.00
Sales Tax (Watermain)	\$ 714,700.00
Sales Tax (Trail)	\$ 529,860.00
DNR Grants	\$1,490,000.00
Assessments (4 X \$9,750 + 19 X \$25,000)	\$ 514,000.00
Storm Water Utility (\$791,000 Eligible Costs)	\$ 100,000.00
Street Light Utility	\$ 350,000.00
General Fund	\$3,235,494.00
Total Funds	\$9,844,984.00

APPENDICES

Exhibit 1.0 - Overall Map

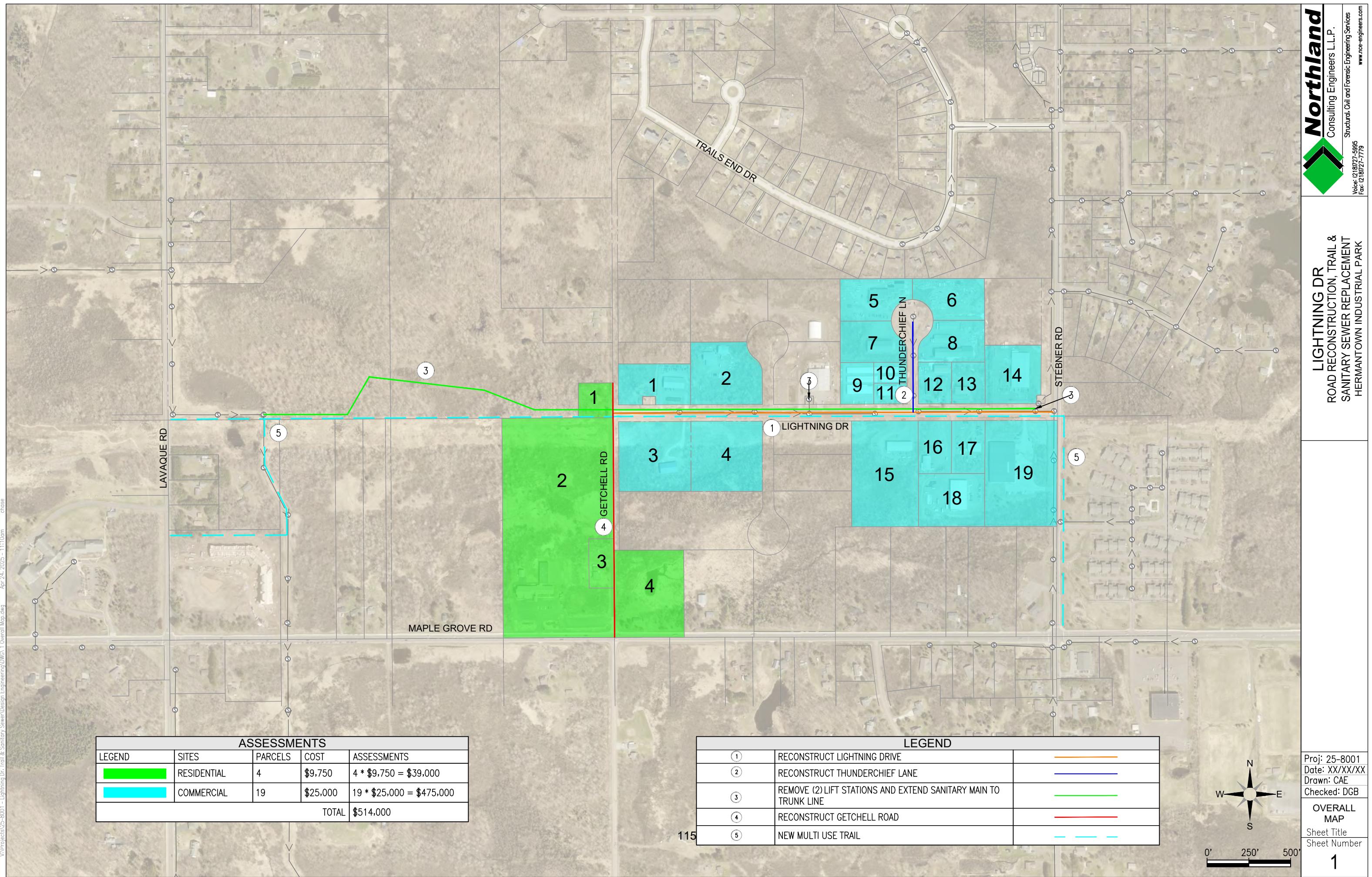


Exhibit 2.0 – Lightning Drive Typical Section

THIS SIDE
SHOWN IN CUT

THIS SIDE
SHOWN IN FILL

DESIGN TYPICAL SECTION

LIGHTNING DRIVE

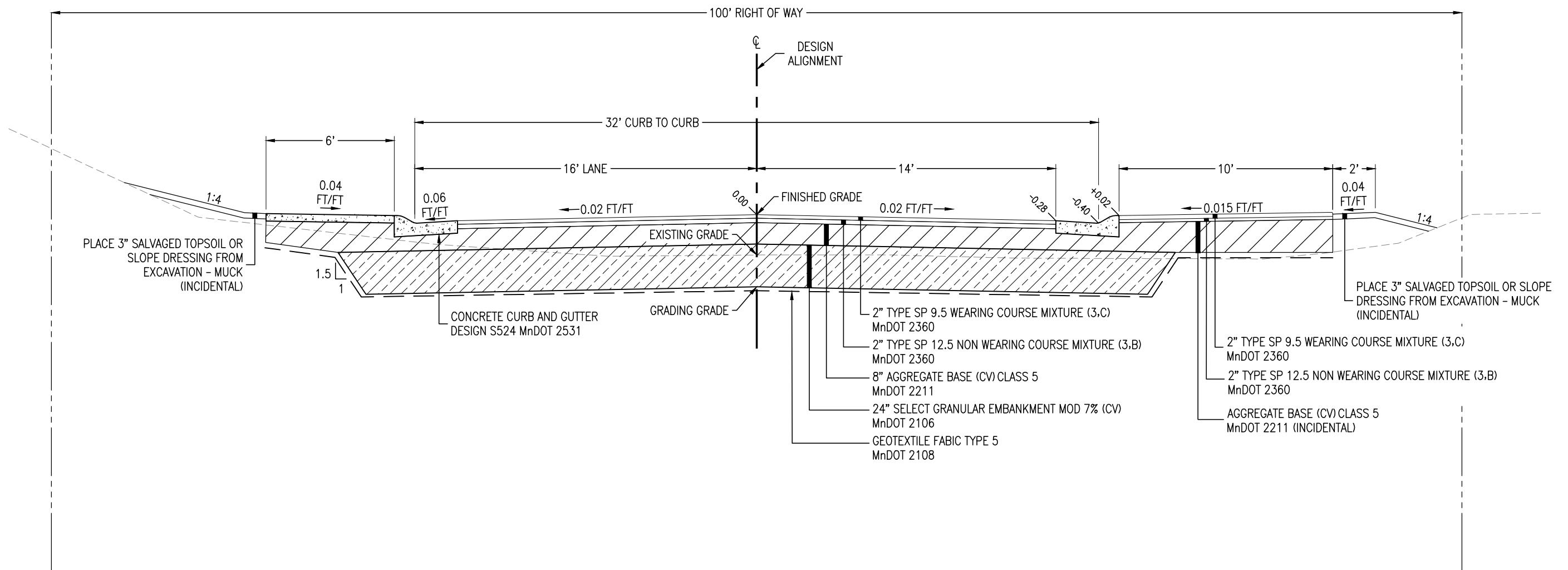


Exhibit 3.0 – Engineer’s Estimate of Cost

Segment #1 - Lightning Drive

Date: 4/24/2025

Item No.	Spec. No.	Item Description	Unit of Measure	Total Estimated Quantities	NCE Estimated Unit Price	NCE Estimated Total Cost
1	2021.501	MOBILIZATION	LS	1.0	\$ 100,000.00	\$ 100,000.00
2	2101.502	CLEARING	ACRE	0.50	\$ 5,000.00	\$ 2,500.00
3	2101.502	GRUBBING	ACRE	0.50	\$ 5,000.00	\$ 2,500.00
4	2104.503	REMOVE PIPE CULVERT	L F	240	\$ 20.00	\$ 4,800.00
5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	100	\$ 10.00	\$ 1,000.00
6	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	450	\$ 6.00	\$ 2,700.00
7	2105.607	SELECT GRANULAR BORROW MOD 7% (CV)	C Y	7,000	\$ 35.00	\$ 245,000.00
8	2106.507	EXCAVATION - COMMON	C Y	10,400	\$ 20.00	\$ 208,000.00
9	2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	13,500	\$ 3.00	\$ 40,500.00
10	2118.507	AGGREGATE SURFACING (CV) CLASS 5	C Y	2,400	\$ 50.00	\$ 120,000.00
11	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:C)	TON	1,500	\$ 90.00	\$ 135,000.00
12	2360.509	TYPE SP 12.5 NONWEARING COURSE MIXTURE (3:B)	TON	1,500	\$ 90.00	\$ 135,000.00
13	2360.509	TYPE SP 9.5 BIT MIXTURE FOR ENTRANCES (3:C)	TON	25	\$ 250.00	\$ 6,250.00
14	2503.503	12" RC PIPE SEWER CLASS III	L F	170	\$ 80.00	\$ 13,600.00
15	2503.503	15" RC PIPE SEWER CLASS III	L F	1,300	\$ 100.00	\$ 130,000.00
16	2503.503	18" RC PIPE SEWER CLASS III	L F	1,300	\$ 120.00	\$ 156,000.00
17	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	L F	21	\$ 1,000.00	\$ 21,000.00
18	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	L F	42	\$ 1,000.00	\$ 42,000.00
19	2521.518	4" CONCRETE WALK	S Y	1,733	\$ 75.00	\$ 129,975.00
20	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	L F	6,350	\$ 30.00	\$ 190,500.00
21	2545.602	INSTALL LIGHT POLE	EACH	17	\$ 15,000.00	\$ 255,000.00
22		CONDUIT & CAMERA'S	LS	1	\$ 50,000.00	\$ 50,000.00
23	2564.518	SIGN PANELS TYPE C	S F	150	\$ 100.00	\$ 15,000.00
24	2575.501	TURF ESTABLISHMENT	LS	1.0	\$ 100,000.00	\$ 100,000.00
25	2582.503	4" SOLID LINE PAINT (WR)	L F	7,800	\$ 0.35	\$ 2,730.00

STORM WATER FUND	\$ 367,400.00
SANITARY SEWER FUND	\$ 839,930.00
WATER UTILITY FUND	-
GENERAL FUND	\$ 596,725.00
ASSESSMENTS	-
GRANT ELIGIBLE	-
STREET LIGHT UTILITY	\$ 305,000.00

Estimated Total Construction Costs	\$ 2,109,055.00
Design & Construction Engineering (6.5% Each)	\$ 274,177.15
Wetland Delineation & Permitting	\$ -
Geotechnical Evaluation	\$ 20,000.00
Surveying	\$ 20,000.00
Right-Of-Way Acquisition	\$ -
Construction Contingency (5%)	\$ 105,452.75
City Administrative Cost (2%)	\$ 42,181.10

NCE's Total Estimate	\$ 2,570,866.00
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Segment #2 - Thunderchief Lane

Date: 4/24/2025

Item No.	Spec. No.	Item Description	Unit of Measure	Total Estimated Quantities	NCE Estimated Unit Price	NCE Estimated Total Cost
1	2021.501	MOBILIZATION	LS	1.0	\$ 25,000.00	\$ 25,000.00
2	2101.502	CLEARING	ACRE	0.10	\$ 5,000.00	\$ 500.00
3	2101.502	GRUBBING	ACRE	0.10	\$ 5,000.00	\$ 500.00
4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	50	\$ 10.00	\$ 500.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	350	\$ 6.00	\$ 2,100.00
6	2105.607	SELECT GRANULAR BORROW MOD 7% (CV)	CY	1,600	\$ 35.00	\$ 56,000.00
7	2106.507	EXCAVATION - COMMON	CY	2,000	\$ 15.00	\$ 30,000.00
8	2108.504	GEOTEXTILE FABRIC TYPE 5	SY	2,000	\$ 3.00	\$ 6,000.00
9	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CY	500	\$ 50.00	\$ 25,000.00
10	2301.504	CONCRETE PAVEMENT 8.0"	SY	300	\$ 100.00	\$ 30,000.00
11	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:C)	TON	250	\$ 90.00	\$ 22,500.00
12	2360.509	TYPE SP 12.5 NONWEARING COURSE MIXTURE (3:B)	TON	250	\$ 90.00	\$ 22,500.00
13	2360.509	TYPE SP 9.5 BIT MIXTURE FOR ENTRANCES (3:C)	TON	25	\$ 250.00	\$ 6,250.00
14	2501.503	48" RC PIPE CULVERT	LF	400	\$ 150.00	\$ 60,000.00
15	2503.503	12" RC PIPE SEWER CLASS III	LF	50	\$ 80.00	\$ 4,000.00
16	2503.503	15" RC PIPE SEWER CLASS III	LF	400	\$ 100.00	\$ 40,000.00
17	2503.503	18" RC PIPE SEWER CLASS III	LF	0	\$ 120.00	\$ -
18	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LF	6	\$ 1,200.00	\$ 7,200.00
19	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LF	12	\$ 1,200.00	\$ 14,400.00
20	2521.518	6" CONCRETE WALK	SY	550	\$ 75.00	\$ 41,250.00
21	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LF	1,200	\$ 30.00	\$ 36,000.00
22	2545.602	INSTALL LIGHT POLE	EACH	3	\$ 15,000.00	\$ 45,000.00
23	2564.518	SIGN PANELS TYPE C	SF	35	\$ 100.00	\$ 3,500.00
24	2575.501	TURF ESTABLISHMENT	LS	1.0	\$ 5,000.00	\$ 5,000.00
25	2582.503	4" SOLID LINE PAINT (WR)	LF	900	\$ 0.35	\$ 315.00

STORM WATER FUND	\$ 125,600.00
SANITARY SEWER FUND	
WATER UTILITY FUND	
GENERAL FUND	\$ 312,915.00
ASSESSMENTS	
GRANT ELIGIBLE	
STREET LIGHT UTILITY	\$ 45,000.00

Estimated Total Construction Costs	\$ 483,515.00
Design & Construction Engineering (6.5% Each)	\$ 62,856.95
Wetland Delineation & Permitting	\$ 10,000.00
Geotechnical Evaluation	\$ 10,000.00
Surveying	\$ 10,000.00
Right-Of-Way Acquisition	\$ -
Construction Contingency (5%)	\$ 24,175.75
City Administrative Cost (2%)	\$ 9,670.30

NCE's Total Estimate	\$ 610,218.00
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Segment #3 - Trunk Sewer Spur

Date: 4/24/2025

Item No.	Spec. No.	Item Description	Unit of Measure	Total Estimated Quantities	NCE Estimated Unit Price	NCE Estimated Total Cost
1	2021.501	MOBILIZATION	LS	1.0	\$ 150,000.00	\$ 150,000.00
2	2101.502	CLEARING	ACRE	1.20	\$ 5,000.00	\$ 6,000.00
3	2101.502	GRUBBING	ACRE	1.20	\$ 5,000.00	\$ 6,000.00
4	2104.502	REMOVE LIFT STATION	EACH	2	\$ 50,000.00	\$ 100,000.00
5	2104.502	REMOVE MANHOLE	EACH	11	\$ 1,000.00	\$ 11,000.00
6	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	3,200	\$ 25.00	\$ 80,000.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	50	\$ 10.00	\$ 500.00
8	2106.507	EXCAVATION - COMMON	C Y	10,000	\$ 15.00	\$ 150,000.00
9	2456.507	STRUCTURE EXCAVATION - CLASS R	C Y	1,000	\$ 200.00	\$ 200,000.00
10	2503.503	10" PVC PIPE SEWER	L F	5,200	\$ 250.00	\$ 1,300,000.00
11	2503.602	RECONNECT SANITARY SEWER SERVICE	EACH	12	\$ 1,500.00	\$ 18,000.00
12	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 1,000.00	\$ 1,000.00
13	2506.502	CASTING ASSEMBLY	EACH	16	\$ 1,000.00	\$ 16,000.00
14	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	L F	230	\$ 1,000.00	\$ 230,000.00
15	2575.501	TURF ESTABLISHMENT	LS	1.0	\$ 50,000.00	\$ 50,000.00

STORM WATER FUND	
SANITARY SEWER FUND	\$ 1,756,000.00
WATER UTILITY FUND	
GENERAL FUND	\$ 562,500.00
ASSESSMENTS	
GRANT ELIGIBLE	
STREET LIGHT UTILITY	

Estimated Total Construction Costs	\$ 1,965,000.00
Design & Construction Engineering (6.5% Each)	\$ 255,450.00
Wetland Delineation & Permitting	\$ 25,000.00
Geotechnical Evaluation	\$ 20,000.00
Surveying	\$ 20,000.00
Right-Of-Way Acquisition	\$ 100,000.00
Construction Contingency (5%)	\$ 98,250.00
City Administrative Cost (2%)	\$ 39,300.00

NCE's Total Estimate	\$ 2,523,000.00
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Segment #4 - Getchell Rd Reconstruction

Date: 4/24/2025

Item No.	Spec. No.	Item Description	Unit of Measure	Total Estimated Quantities	NCE Estimated Unit Price	NCE Estimated Total Cost
1	2021.501	MOBILIZATION	LS	1.0	\$ 50,000.00	\$ 50,000.00
2	2101.502	CLEARING	ACRE	0.25	\$ 5,000.00	\$ 1,250.00
3	2101.502	GRUBBING	ACRE	0.25	\$ 5,000.00	\$ 1,250.00
4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	100	\$ 10.00	\$ 1,000.00
5	2105.607	SELECT GRANULAR BORROW MOD 7% (CV)	CY	5,000	\$ 35.00	\$ 175,000.00
6	2106.507	EXCAVATION - COMMON	CY	5,000	\$ 15.00	\$ 75,000.00
7	2108.504	GEOTEXTILE FABRIC TYPE 5	SY	5,400	\$ 3.00	\$ 16,200.00
8	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CY	1,200	\$ 50.00	\$ 60,000.00
9	2301.504	CONCRETE PAVEMENT 8.0"	SY	10	\$ 100.00	\$ 1,000.00
10	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C)	TON	700	\$ 120.00	\$ 84,000.00
11	2360.509	TYPE SP 12.5 NONWEARING COURSE MIXTURE (3;B)	TON	700	\$ 120.00	\$ 84,000.00
12	2501.503	48" RC PIPE CULVERT	LF	80	\$ 1,250.00	\$ 100,000.00
13	2503.503	12" RC PIPE SEWER CLASS III	LF	100	\$ 80.00	\$ 8,000.00
14	2503.503	15" RC PIPE SEWER CLASS III	LF	1,300	\$ 100.00	\$ 130,000.00
15	2503.503	8" PVC PIPE SEWER	LF	1,360	\$ 200.00	\$ 272,000.00
16	2503.602	CONNECT SANITARY SEWER SERVICE	EACH	4	\$ 3,000.00	\$ 12,000.00
17	2504.603	8" WATERMAIN HDPE	LF	1,300	\$ 250.00	\$ 325,000.00
18	2506.502	CASTING ASSEMBLY	EACH	4	\$ 1,000.00	\$ 4,000.00
19	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LF	27	\$ 1,000.00	\$ 27,000.00
20	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LF	40	\$ 1,000.00	\$ 40,000.00
21	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LF	20	\$ 1,000.00	\$ 20,000.00
22	2521.518	4" CONCRETE WALK	SY	900	\$ 75.00	\$ 67,500.00
23	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LF	4,000	\$ 30.00	\$ 120,000.00
24	2575.501	TURF ESTABLISHMENT	LS	1.0	\$ 10,000.00	\$ 10,000.00

STORM WATER FUND	\$ 298,000.00
SANITARY SEWER FUND	\$ 315,000.00
WATER UTILITY FUND	\$ 714,700.00
GENERAL FUND	\$ 356,500.00
ASSESSMENTS	
GRANT ELIGIBLE	
STREET LIGHT UTILITY	

Estimated Total Construction Costs	\$ 1,684,200.00
Design & Construction Engineering (6.5% Each)	\$ 218,946.00
Wetland Delineation & Permitting	\$ 10,000.00
Geotechnical Evaluation	\$ 20,000.00
Surveying	\$ 20,000.00
Right-Of-Way Acquisition	\$ 50,000.00
Construction Contingency (5%)	\$ 84,210.00
City Administrative Cost (2%)	\$ 33,684.00

NCE's Total Estimate	\$ 2,121,040.00
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Segment #5 - Multi-Use Trail

Date: 4/24/2025

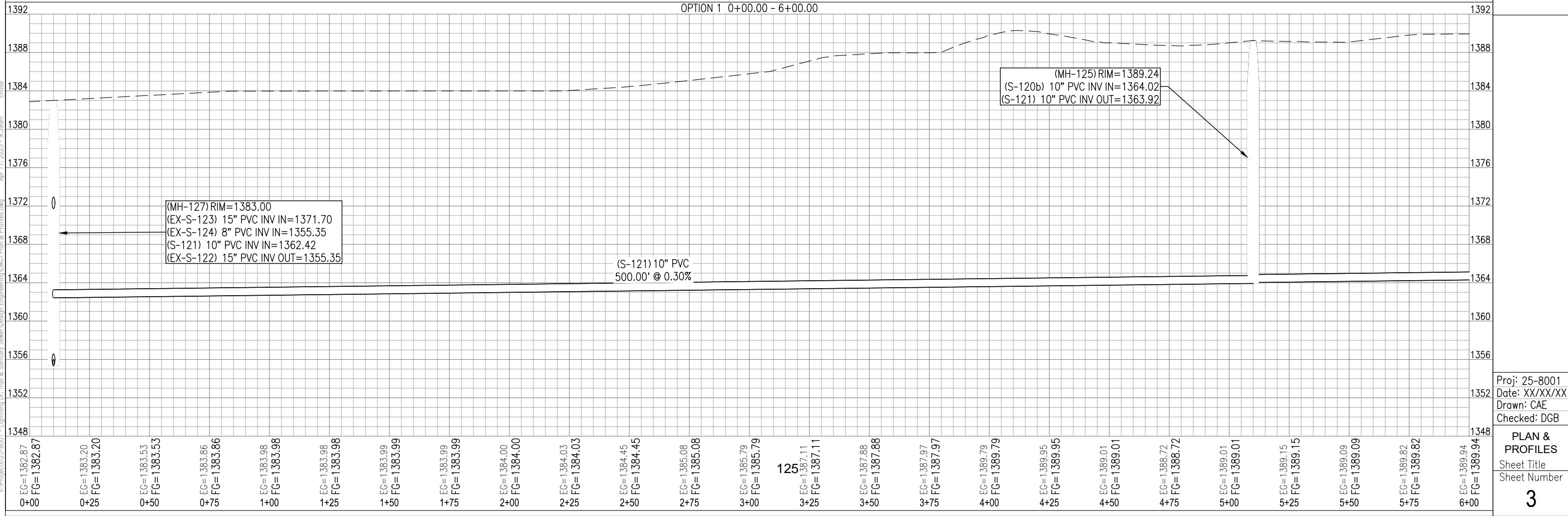
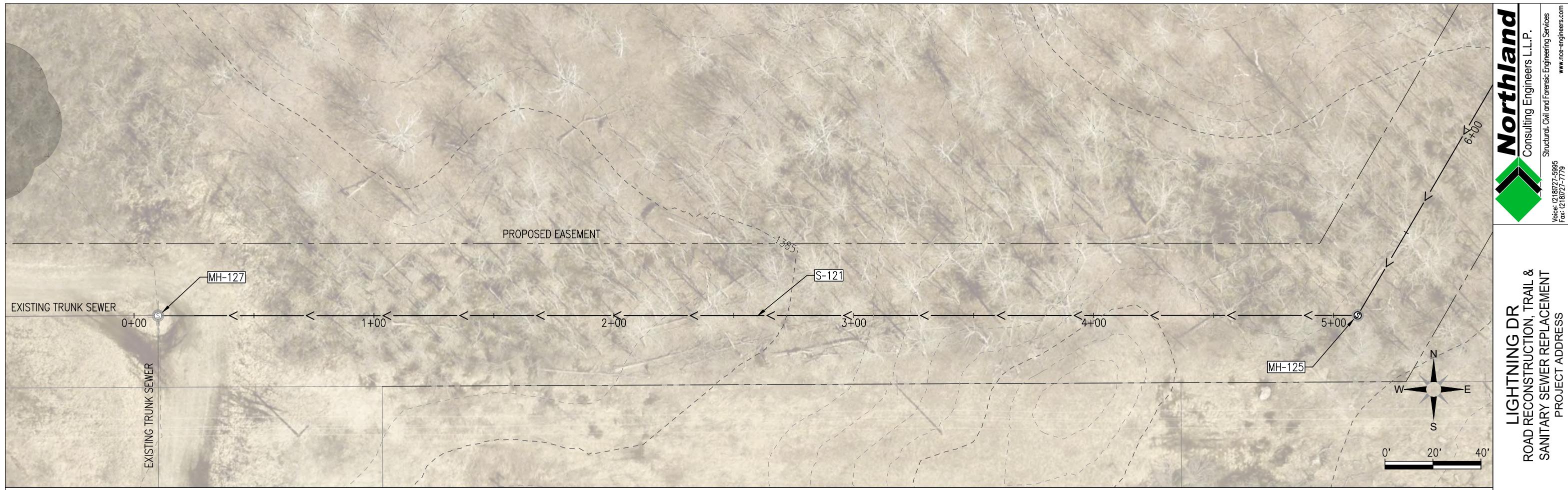
Item No.	Spec. No.	Item Description	Unit of Measure	Total Estimated Quantities	NCE Estimated Unit Price	NCE Estimated Total Cost
1	2021.501	MOBILIZATION	LS	1.0	\$ 75,000.00	\$ 75,000.00
2	2101.502	CLEARING	ACRE	2.50	\$ 5,000.00	\$ 12,500.00
3	2101.502	GRUBBING	ACRE	2.50	\$ 5,000.00	\$ 12,500.00
4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	100	\$ 10.00	\$ 1,000.00
5	2105.607	SELECT GRANULAR BORROW MOD 7% (CV)	C Y	5,400	\$ 50.00	\$ 270,000.00
6	2106.507	EXCAVATION - COMMON	C Y	9,500	\$ 20.00	\$ 190,000.00
7	2106.507	EXCAVATION - MUCK	C Y	4,000	\$ 20.00	\$ 80,000.00
8	2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	13,000	\$ 5.00	\$ 65,000.00
9	2118.507	AGGREGATE SURFACING (CV) CLASS 5	C Y	5,400	\$ 70.00	\$ 378,000.00
10	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5	CY	400	\$ 125.00	\$ 50,000.00
11	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3:C)	TON	1,800	\$ 180.00	\$ 324,000.00
12	2575.501	TURF ESTABLISHMENT	LS	1.0	\$ 50,000.00	\$ 50,000.00
13		AMMENITIES (BENCHES, SIGNS, GATES, & TRASH BINS)	LS	1.0	\$ 150,000.00	\$ 150,000.00

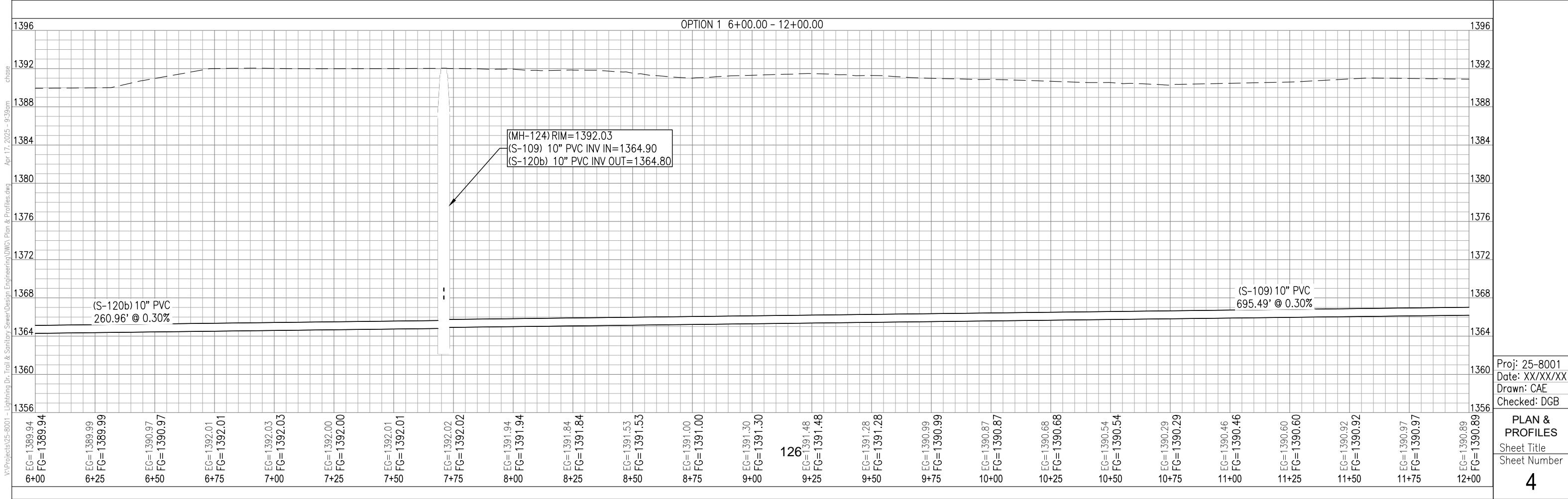
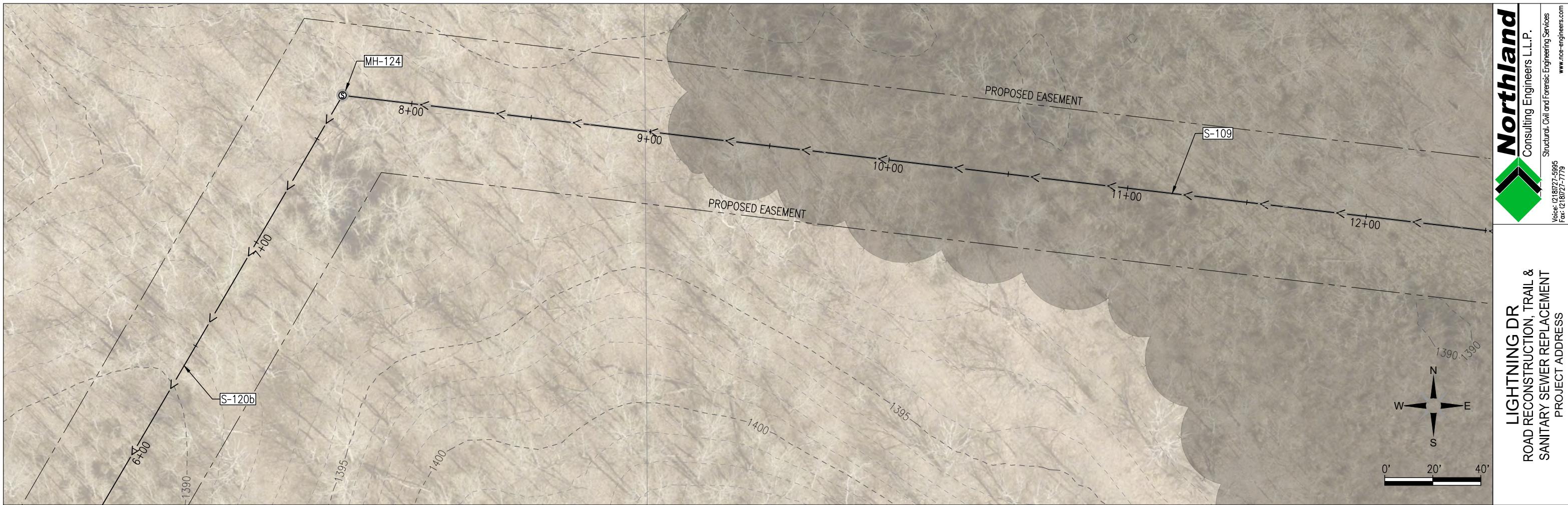
STORM WATER FUND	
SANITARY SEWER FUND	
WATER UTILITY FUND	
GENERAL FUND	
ASSESSMENTS	
GRANT ELIGIBLE	\$ 1,658,000.00
STREET LIGHT UTILITY	

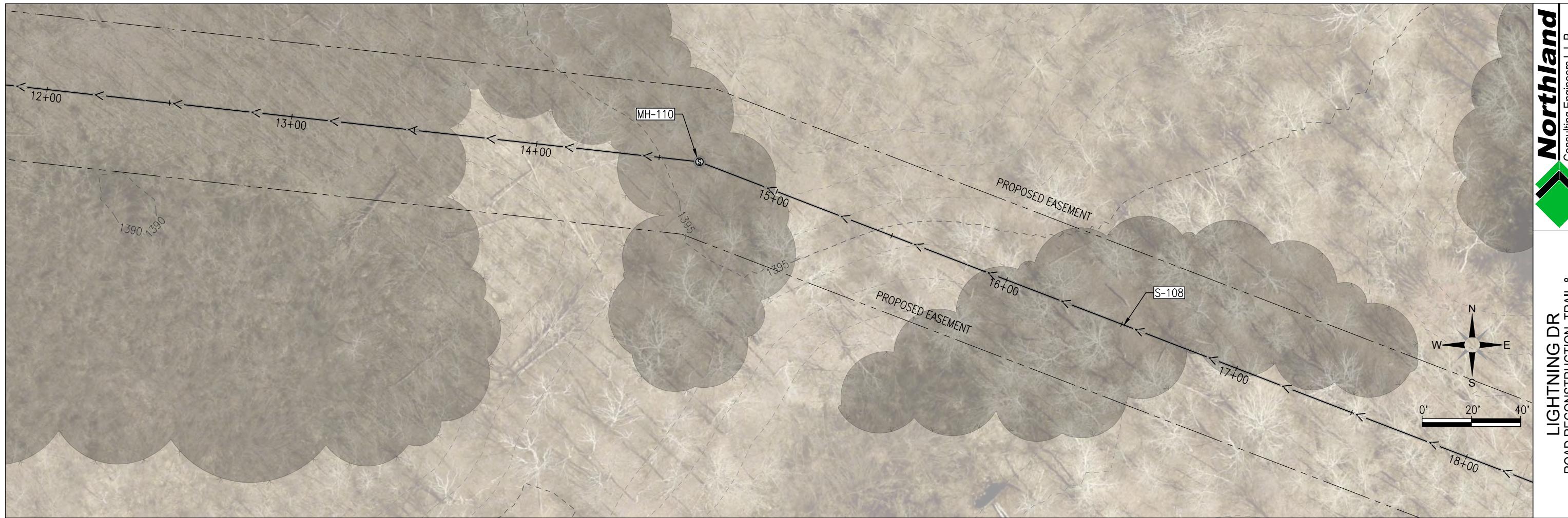
Estimated Total Construction Costs	\$ 1,658,000.00
Design & Construction Engineering (5% Each)	\$ 165,800.00
Wetland Delineation & Permitting	\$ 10,000.00
Geotechnical Evaluation	\$ 10,000.00
Surveying	\$ 10,000.00
Right-Of-Way Acquisition	\$ 50,000.00
Construction Contingency (5%)	\$ 82,900.00
City Administrative Cost (2%)	\$ 33,160.00

NCE's Total Estimate	\$ 2,019,860.00
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Exhibit 4.0 – Sanitary Sewer Plan & Profiles







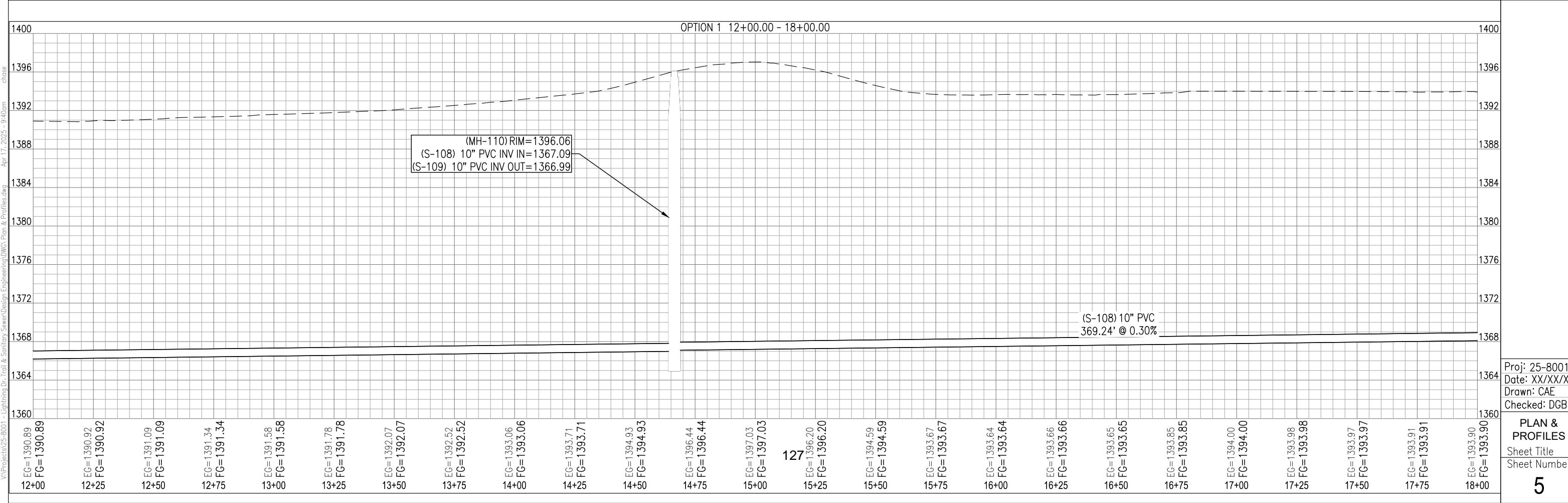
LIGHTNING DR

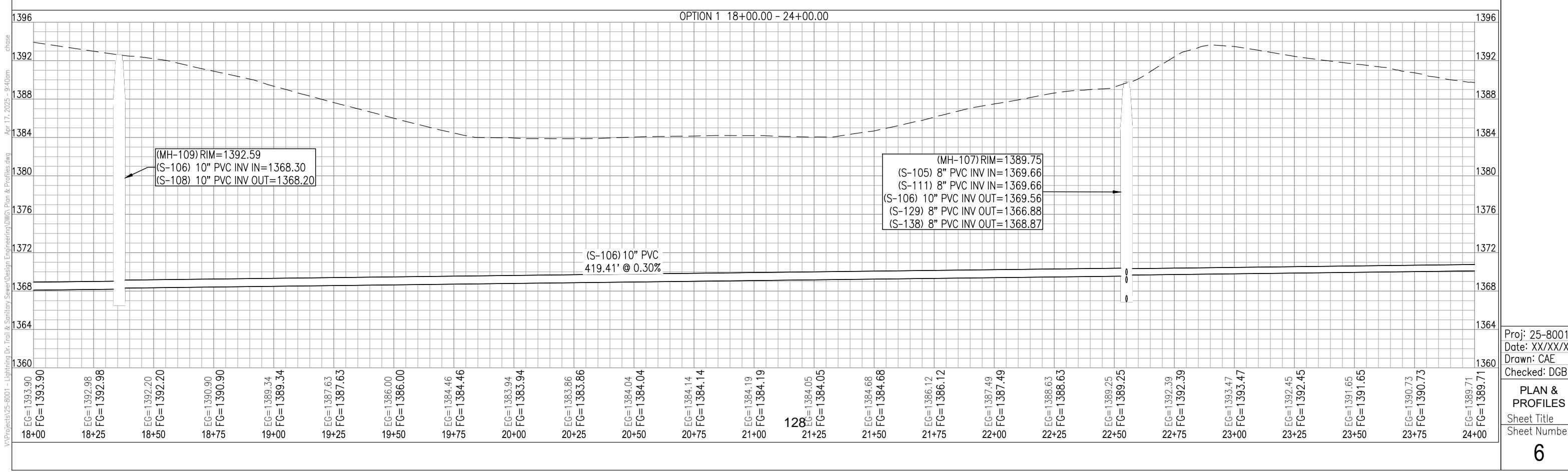
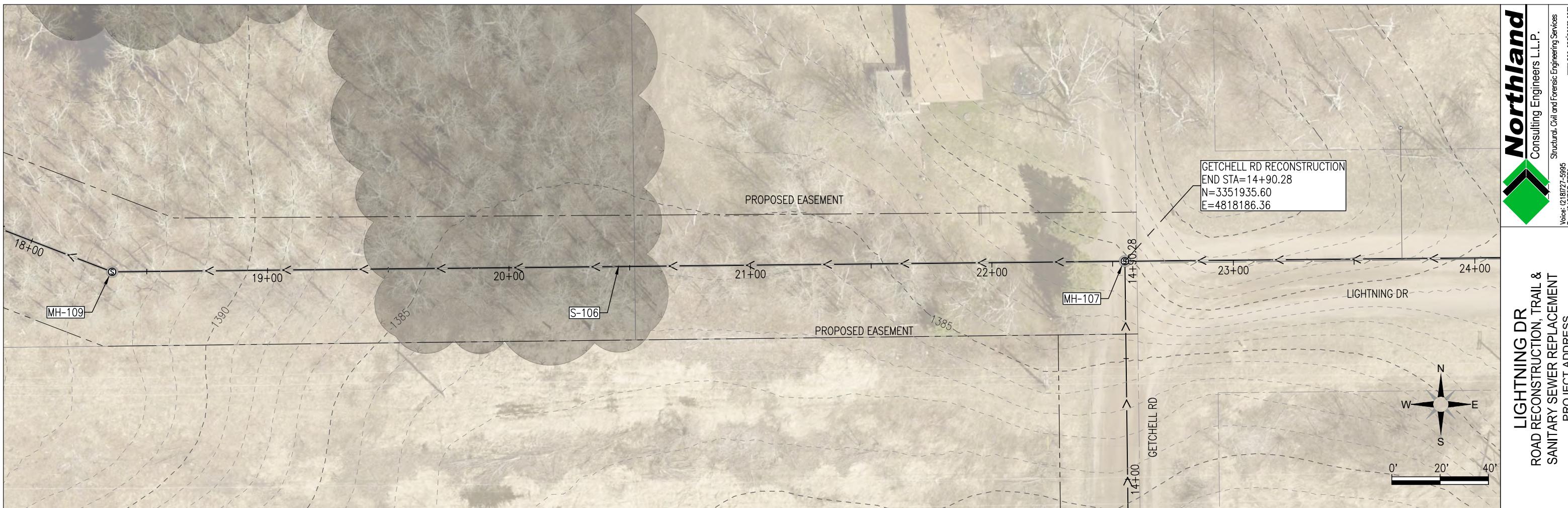
ROAD RECONSTRUCTION, TRAIL & SANITARY SEWER REPLACEMENT

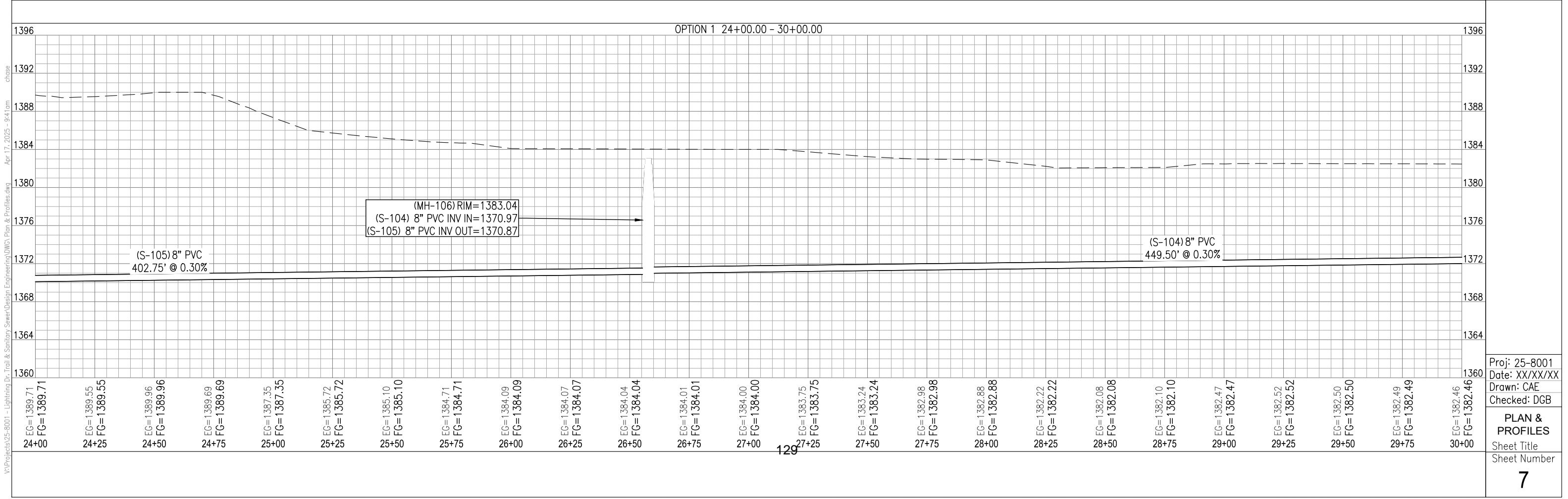
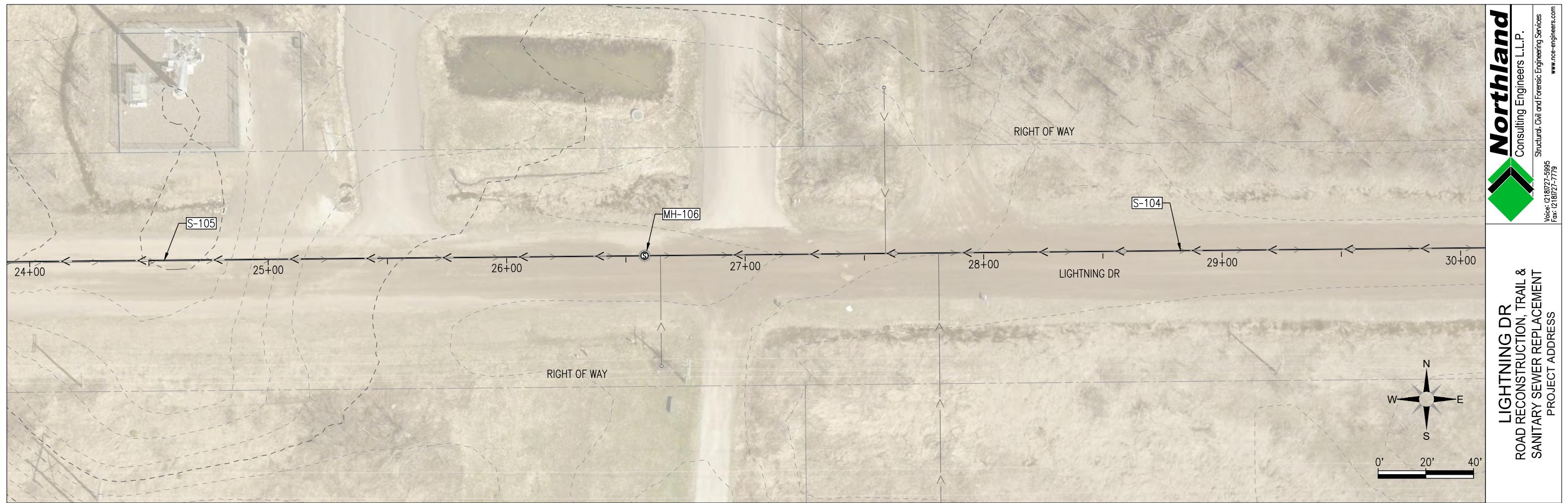
PROJECT ADDRESS

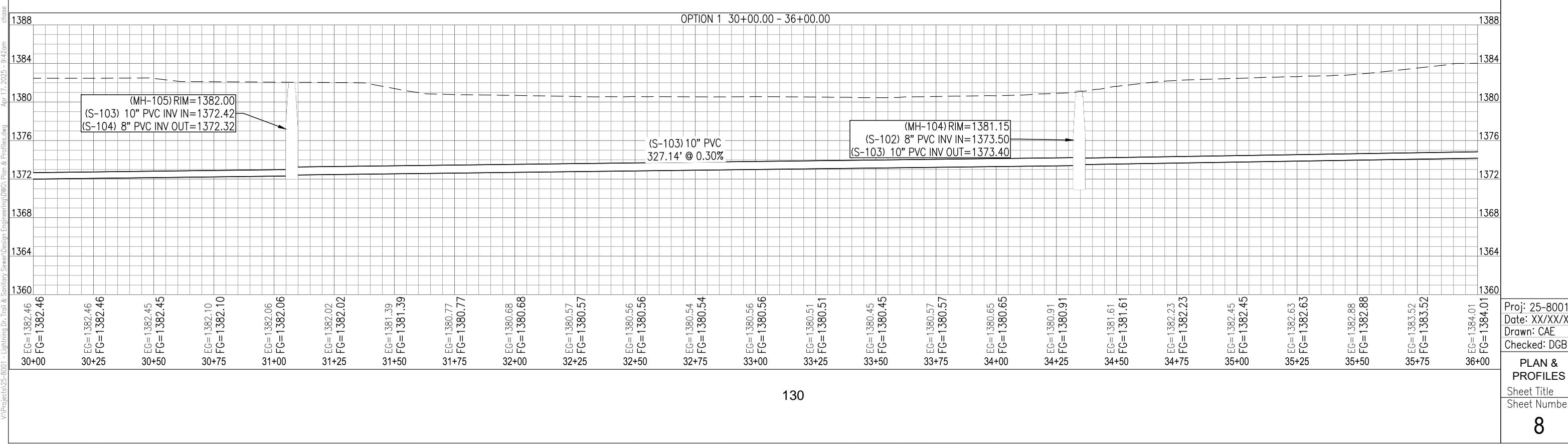
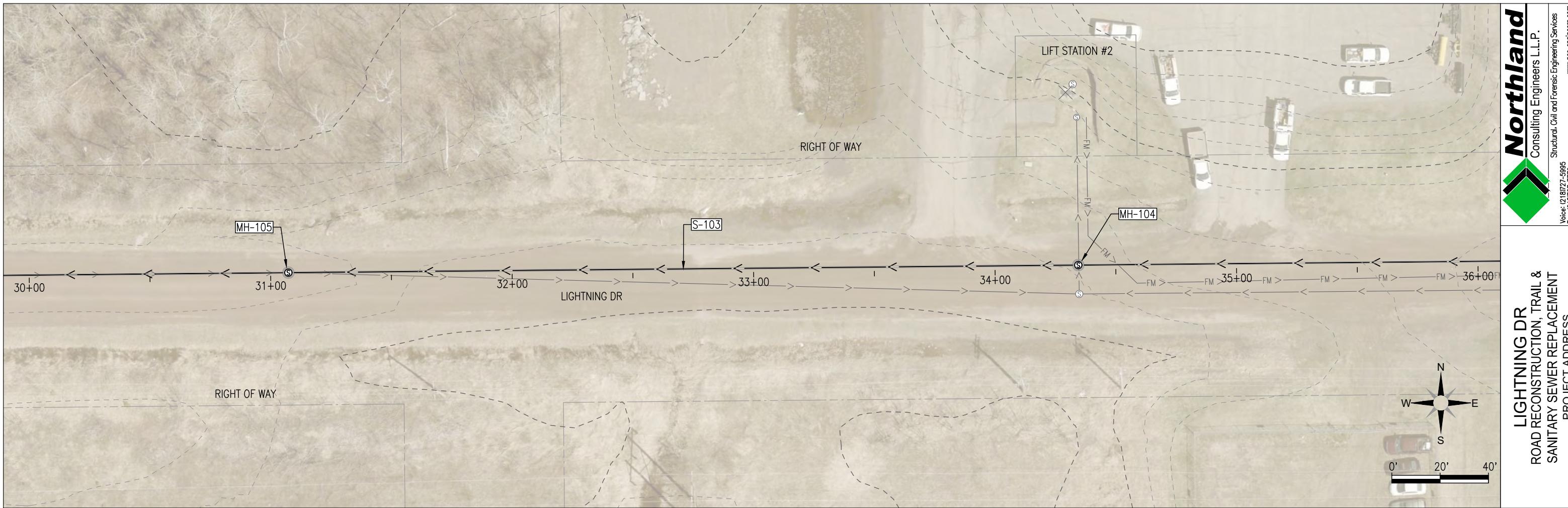
Orlanda Consulting Engineers L.P.
Architectural, Civil and Forensic Engineering Services

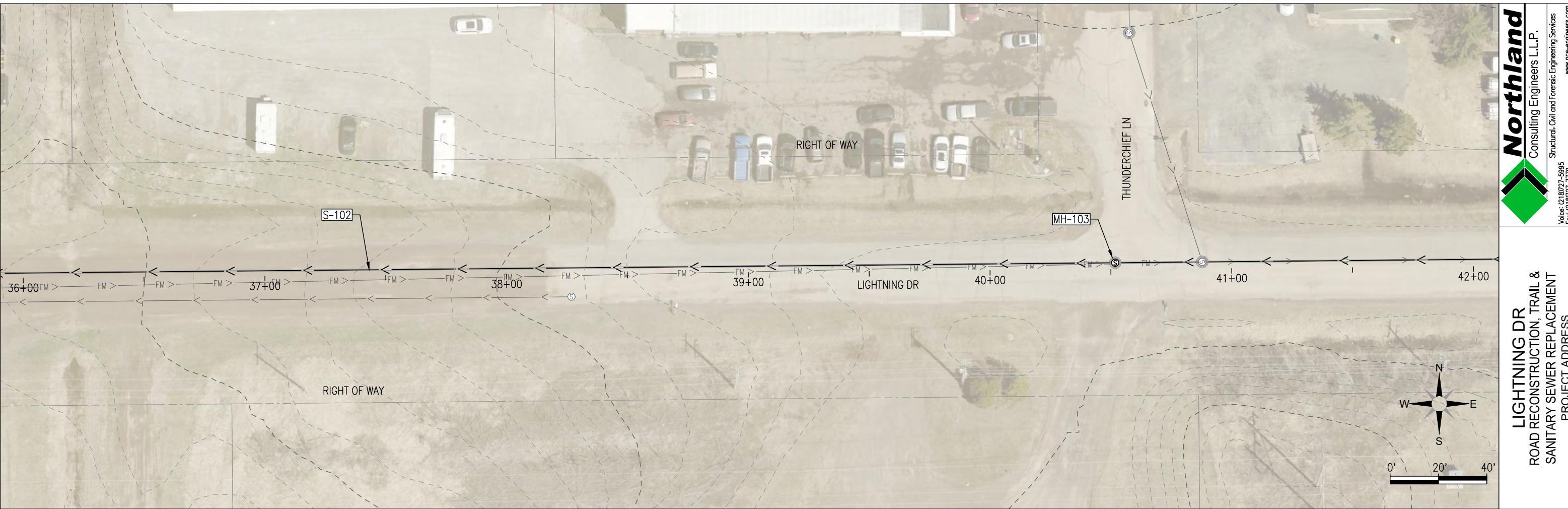
www.nice-engineers.com











Lightning DR
ROAD RECONSTRUCTION, TRAIL &
SANITARY SEWER REPLACEMENT
PROJECT ADDRESS

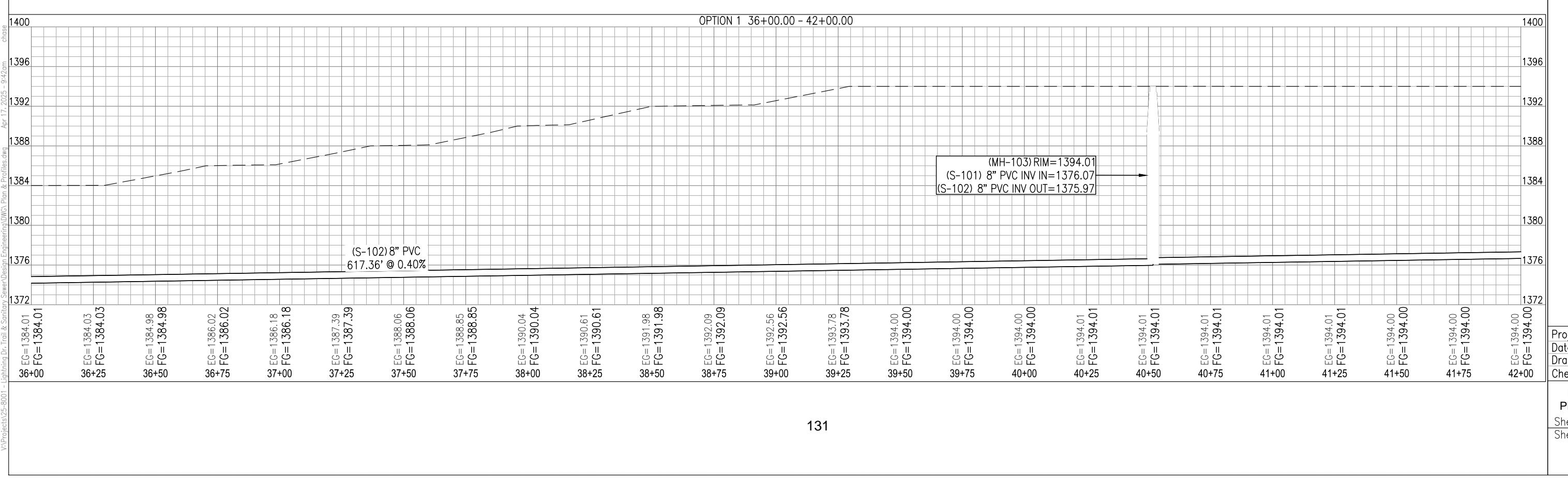
Northland
Consulting Engineers L.L.P.

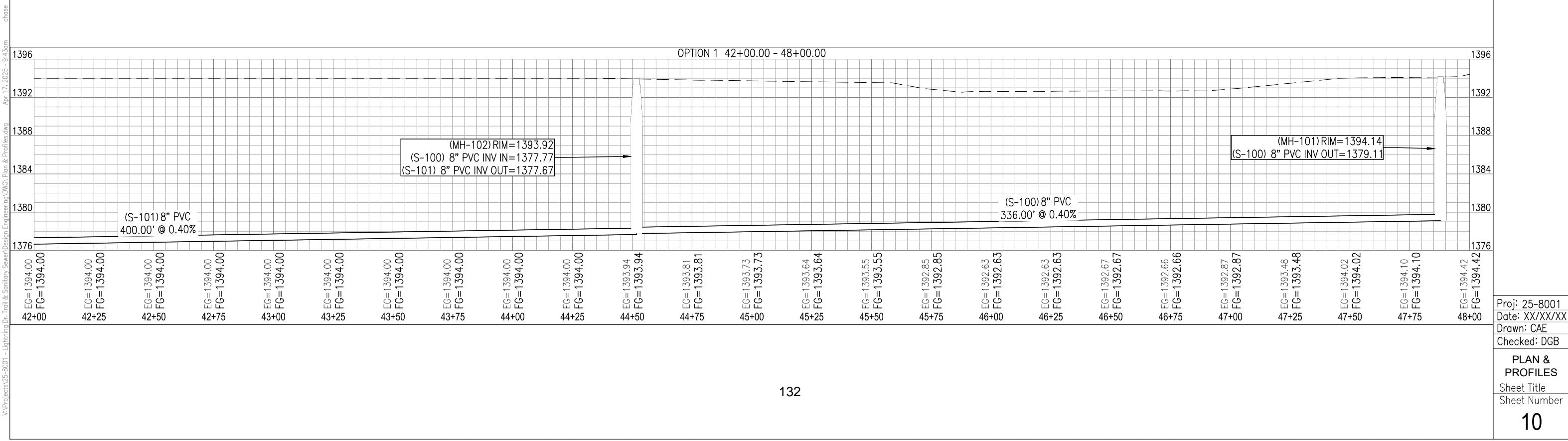
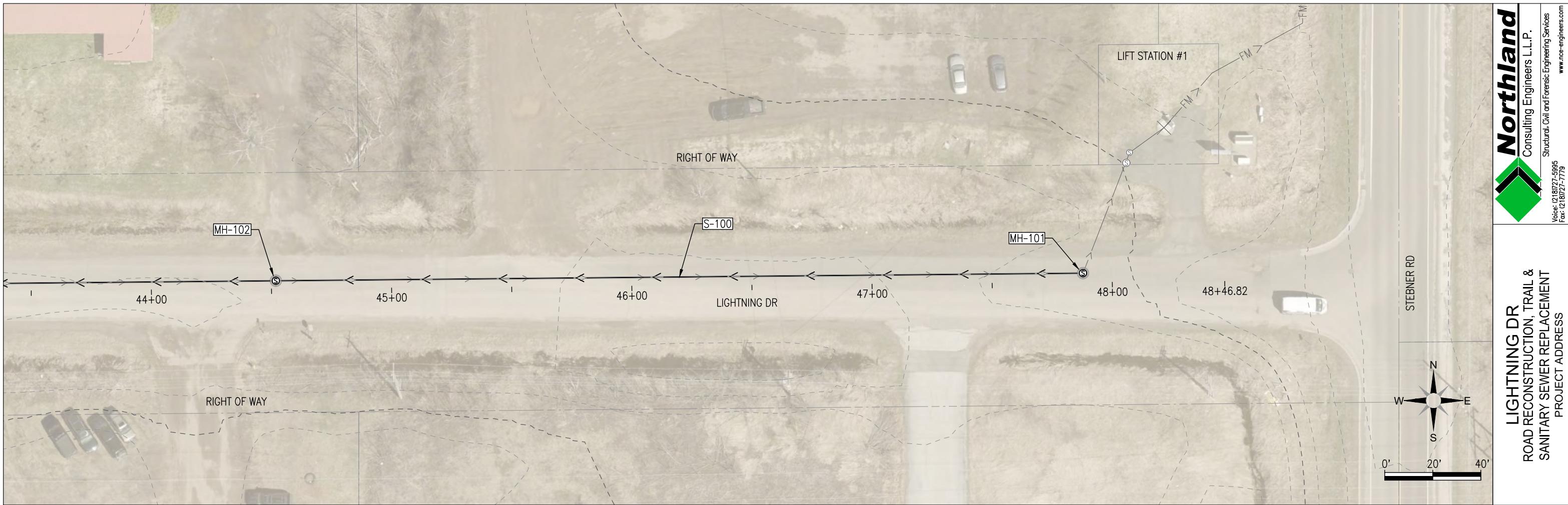
Structural, Civil and Forensic Engineering Services

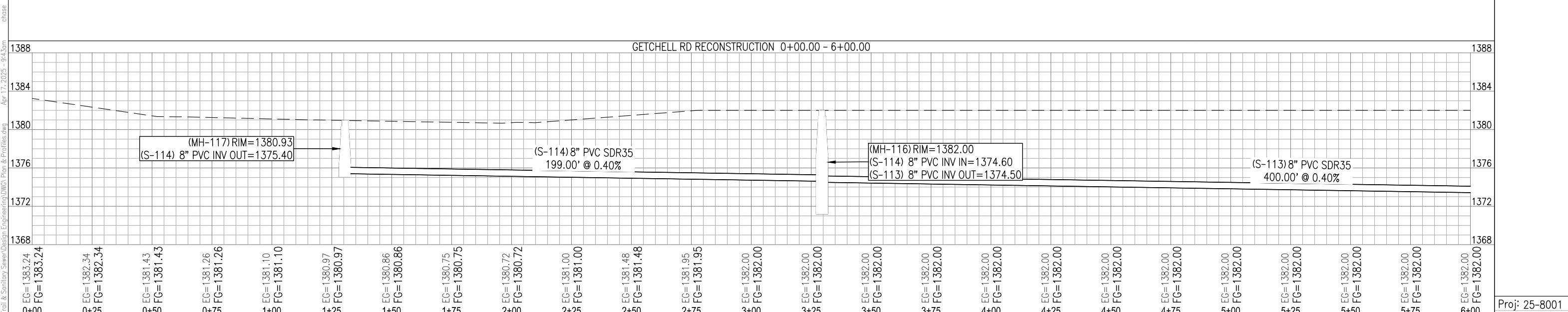
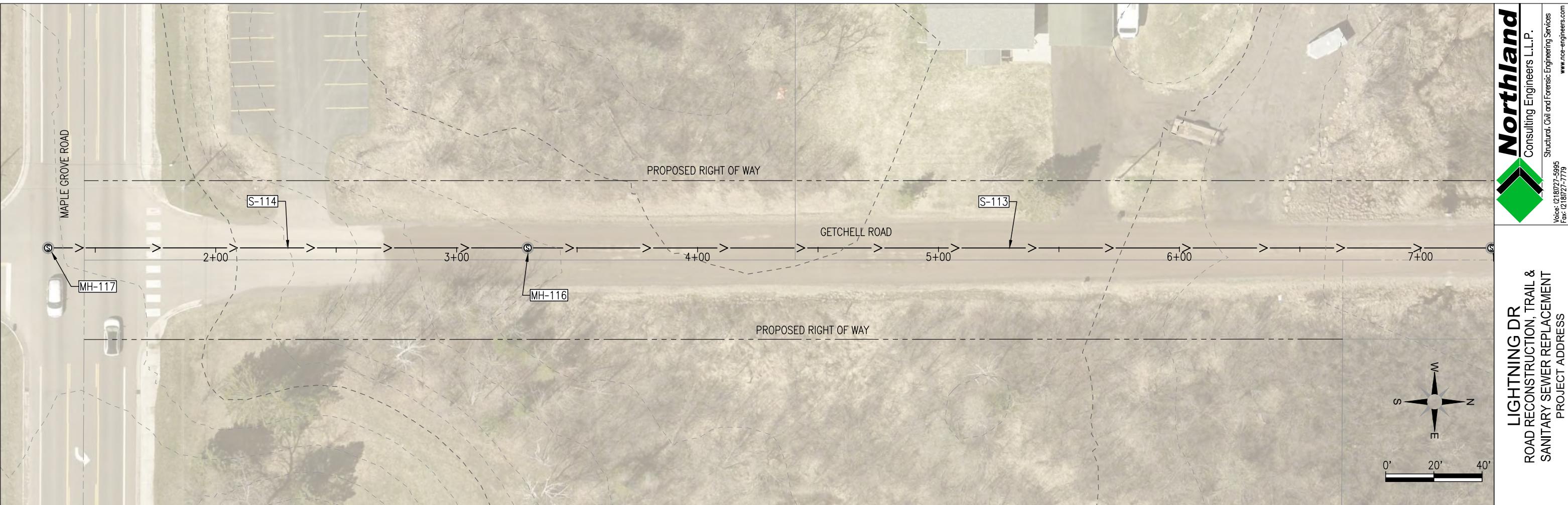
www.nce-engineers.com

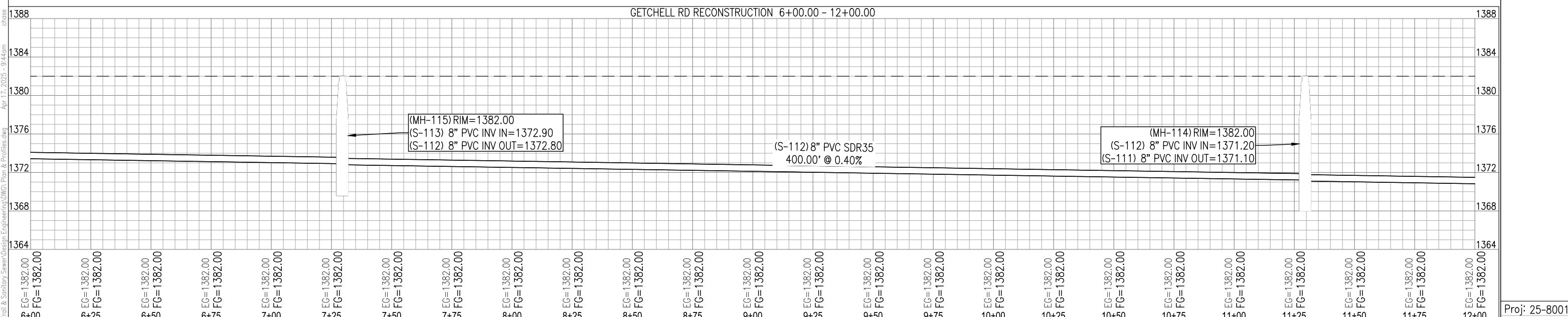
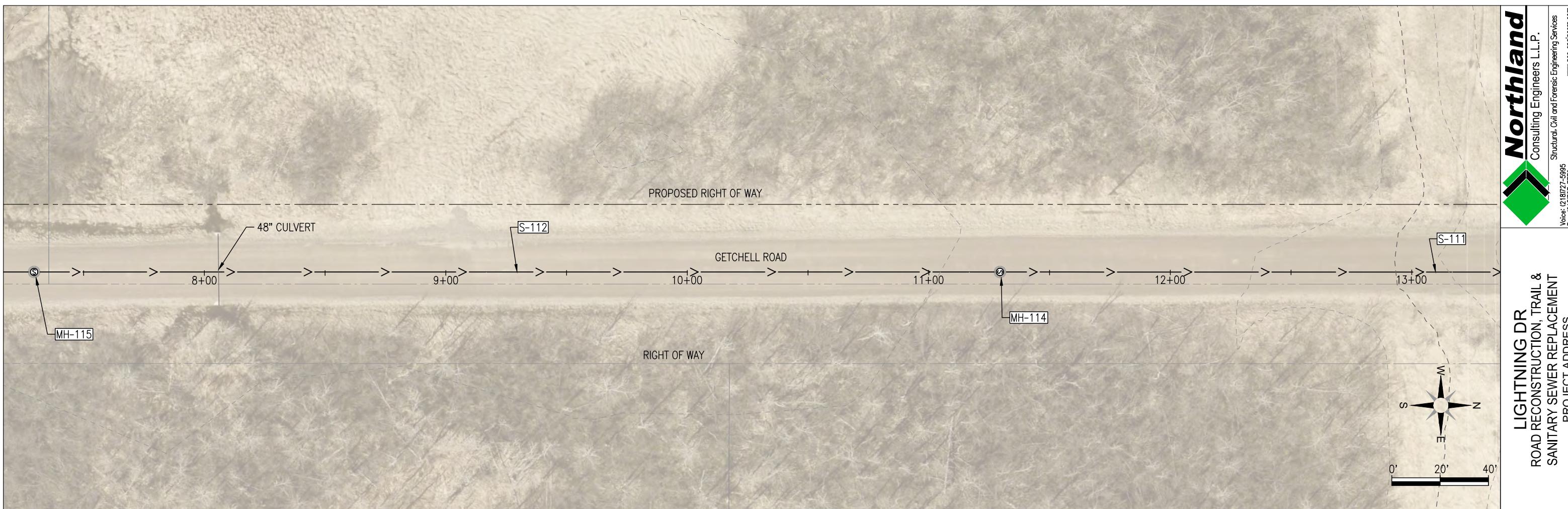
Phone: (218)727-5995

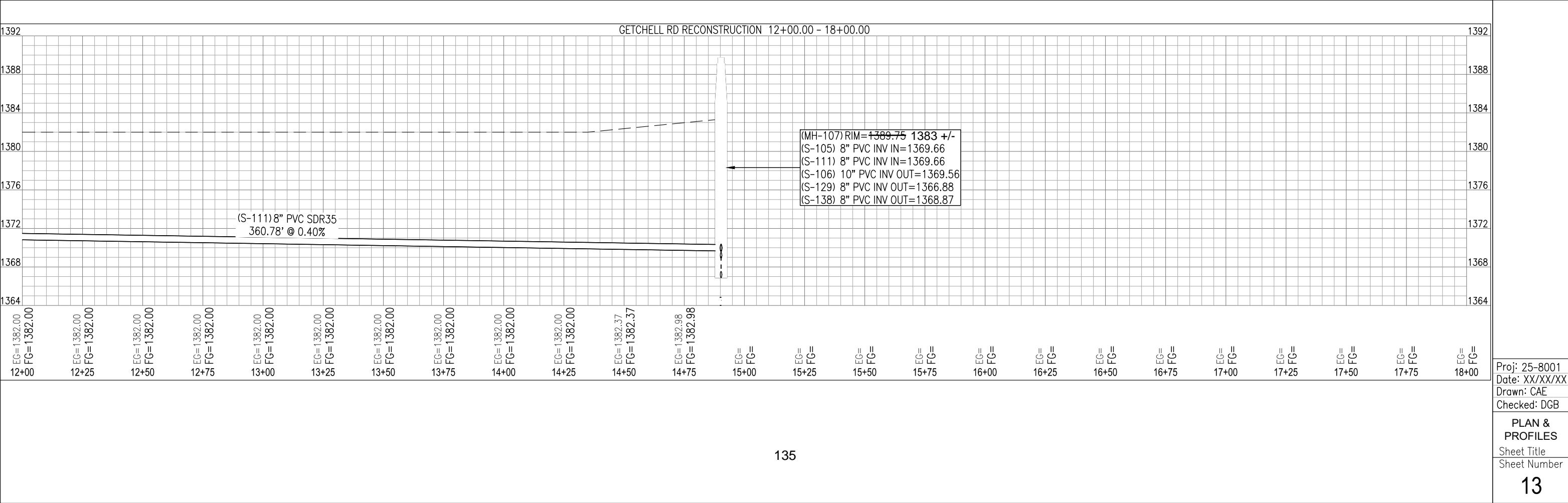
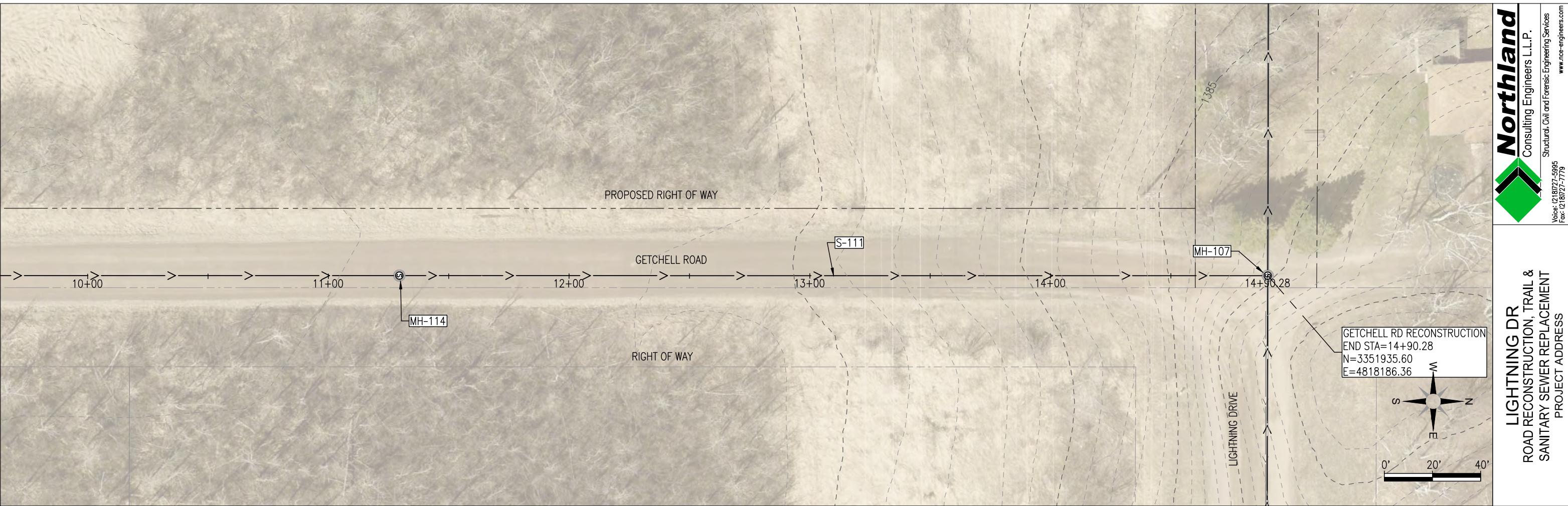
Fax: (218)727-7779













CITY COUNCIL MEETING DATE: May 5, 2025

TO: Mayor & City Council

FROM: Trish Crego, Utility and Infrastructure Director

SUBJECT: Permanent Easement to MN Power

RESOLUTION: 2025-78
2025-79

ORDINANCE:

OTHER:

REQUESTED ACTION

Approve two Permanent Easements.

BACKGROUND

MN Power desires to construct a portion of the Duluth Loop Reliability Project in the City of Hermantown in the Summer of 2025. MN Power is seeking to replace and slightly expand two existing powerline easements as part of the loop project. They have been reviewed and negotiated to accommodate the City's future use for the underlying parcels, including trails and development. The City is getting paid for the easements \$35,800 and \$2,800, based upon an uncomplicated appraisal by LandVest. It is recommended the Council accept the easement agreements.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolutions
Easement Agreement 395-0010-04340
Easement Agreement 395-0010-04390
Pages from the appraisals

Resolution No. 2025-78

**Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance
Of Easement Agreement For Parcel 395-0010-04340 To Minnesota Power From The City
Of Hermantown For The Duluth Loop Reliability Project**

WHEREAS, Minnesota Power currently has easements across city owned land, and

WHEREAS, Minnesota Power (“MNP”) desires to construct the Duluth Loop Reliability Project in the City of Hermantown (“Project”); and

WHEREAS, Minnesota Power needs to expand the current easement (“Easement Parcel 395-0010-04340”) from the City of Hermantown to construct the Project

WHEREAS, the City Attorney has reviewed and negotiated an acceptable easement and recommends approval, and

WHEREAS, MNP has executed and delivered the required Easement agreement to the City; and

WHEREAS, the City desires to provide the Easement Parcel A as described in and granted by the Easement Agreement attached hereto as Exhibit A.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easement Agreement for Parcel 395-0010-04340 from Minnesota Power.

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 May 5, 2025.

EXHIBIT A

(The above space for Recorder's use)

ELECTRIC LINE EASEMENT AGREEMENT

THIS ELECTRIC LINE EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2025 (the “Effective Date”), by and between the City of Hermantown, a municipal corporation and political subdivision of the State of Minnesota (whether one or more, “Grantor”) and Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation, its successors and assigns (“Grantee”).

RECITALS

A. Grantor owns that certain real property legally described as follows (“Grantor Property”);

SW1/4 of SW1/4 Section 15, Township 50 North, Range 15 West, St. Louis County, Minnesota.

Torrens property: Certificate of Title No. 267456
PIN: 395-0010-04340

B. Grantee desires to amend that easement filed as Document No. 289235, running over a portion of the Grantor Property legally described on Exhibit A attached hereto, as amended herein (the “Easement Area”), for the purposes described in Sections 2 and 3 below (the “Electric Line Easement”); and

C. Grantor agrees to grant the Electric Line Easement pursuant to this Agreement.

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement by reference as substantive provisions hereof.

2. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive utility easement, (a) upon, over, under, across and through the Easement Area for the installation, construction, operation, maintenance, inspection, repair, replacement, reconductoring, removal and relocation of an electric power lines or cables, together with all structures, poles, towers, structures, crossarms, cables, braces, guy wires, supports, conduits, counterpoises, fixtures, equipment, devices and any other utility related improvements deemed necessary by Grantee in its sole discretion in the installation, construction, operation, maintenance, repair, replacement, removal and relocation of said lines and cables; and (b) upon, over, under, across and through such additional area outside of the described Easement Area as is necessary to accommodate guy wires, anchors and any other utility related appurtenances deemed necessary by Grantee in its sole discretion, subject to the terms and conditions hereof. Grantor also grants to Grantee a perpetual and non-exclusive easement upon and across the Grantor Property to access the Easement Area for the foregoing purposes.
3. **Scope of Easement.** The grant of easement herein contained shall include the following rights of Grantee:
 - a. Grantee is acknowledged to be the primary user of the utility easement granted and may access the Easement Area for the purposes set forth in Section 2 at all times deemed necessary by Grantee in Grantee's sole discretion. The lines and cables installed by Grantee may be at various voltages and dimensions as Grantee shall deem useful or necessary from time to time in its sole discretion.
 - b. Ingress and egress across the Grantor Property to and within the Easement Area by Grantee shall be by means of existing roads, field roads and lanes, if any, or any other route mutually agreed upon by Grantor and Grantee. Should Grantor fail to agree upon a reasonable route sufficient for Grantee's access needs, and upon the occurrence of an event causing the interruption of power or endangerment of the electric line facility which requires immediate access, Grantee shall make access by the shortest reasonable route as required under the circumstances. In the event that a fence currently exists within the Easement Area as of the Effective Date, Grantee shall have the right to install a gate or other temporary access in the fence to ensure Grantee's access to the Easement Area related to the purposes described herein.
 - c. Grantee may alter, remove, and dispose of any improvements, structures, trees, crops, brush and vegetation, or other objects within the Easement Area or within such portion of the Grantor Property as would prevent or interfere in any way whatsoever with Grantee's use and enjoyment of the rights and easements granted herein or otherwise jeopardize Grantee's electric lines, cables or related equipment, including, but not limited to, the right to cut and dispose of all dead, weak, leaning, or dangerous trees, crops, brush and vegetation within or outside of the Easement Area deemed by Grantee, in its sole discretion, to be reasonably necessary for the installation, construction, operation, maintenance, inspection, repair, replacement, removal and relocation and protection of said lines, cables and equipment and to protect the public safety.

- d. Access to, and construction upon, the Grantor Property of all equipment necessary to ground fences, structures, buildings, or any other structure determined by Grantee in its sole discretion to require grounding for safety purposes, and as Grantee determines in its sole discretion are required by applicable statutes, regulations and the National Electric Safety Code.
 - e. Grading the surface of the Easement Area as Grantee deems reasonably necessary in its sole discretion for the installation, construction, operation, maintenance, inspection, repair, replacement, removal and relocation of its electric lines, cables and related improvements. Such grading will take into consideration the impact and drainage on the Grantor Property.
4. **Reserved Rights and Restrictions.** Grantor reserves the right to build recreational trails, trail amenities, parking, gates, fences, lighting, and benches within or crossing the Easement Area as further described herein, provided that any such improvements must be approved by the Grantee in writing, which approval shall not be unreasonably withheld. Grantor reserves the right to allow public and private utilities to cross the Easement Area in a way that does not interfere with Grantee's rights as further described herein provided that any such improvements must be approved by the Grantee in writing, which approval shall not be unreasonably withheld. Grantor reserves the right to cultivate, use and occupy the Easement Area, and to run additional non-interfering public utilities within the outer 30 feet on either side of the Easement Area, except that without the prior written approval of Grantee that will not be unreasonably withheld, Grantor shall not bury or place in the ground any object, nor plant any trees within the central 100 feet of the Easement Area, nor erect any structures, hay or straw stacks, or other permanent objects, except fences, and in the event that Grantee's electric lines or cables are placed beneath the surface, Grantor shall seek prior written approval from Grantee prior to any digging to a depth of more than two (2) feet within the central 100 feet of the Easement Area. Any crossing of the Easement Area by a public or private utility shall be at a location designated by Grantee as non-interfering with Grantee's facilities and with Grantee's consent, which consent shall not be unreasonably withheld. Grantor shall otherwise have the full use and enjoyment of the Easement Area except as the same may be necessary for the purposes herein granted to Grantee. Grantor shall consult with Grantee on all such projects so as to prevent damage to or interference with the efficient operation and control of Grantee's facilities and to ensure the public safety within the Easement Area.
5. **Restoration.** Following completion of the construction of the electric lines, cables and related improvements, Grantee shall restore those portions of the Grantor Property and the Easement Area (other than the areas improved) which were damaged by Grantee's entry, use or activities thereon to substantially the same condition as said lands existed on the Effective Date. Grantee shall pay for all damages to crops, fences, roads, structures and fields within the Grantor Property or Easement Area directly and proximately caused by Grantee as a result of Grantee's entry or activities thereon; provided, however, that Grantee shall not be responsible for costs or expenses which (a) arise from or relate to Grantor's own actions, inactions, negligence, recklessness, or willful misconduct, or (b) relate to the removal of trees and brush within the Easement Area as permitted by Section 3c above.

6. Miscellaneous.

- a. All electric lines, cables and related fixtures, equipment, devices and improvements installed and placed within the Easement Area by or on behalf of Grantee shall remain the sole and exclusive property of Grantee.
- b. Limited use or non-use of the rights granted herein shall not be deemed a complete or partial abandonment of the easement and the easement shall not be extinguished by, merged into, modified or otherwise deemed affected by any other interest or estate in the Easement Area now or hereinafter held by Grantee, its successors or assigns.
- c. Grantor represents, warrants and covenants to Grantee, its successors, and assigns, that Grantor is the owner of the real property described herein and has the full power, right and authority to grant the easement herein described.
- d. The easement recorded as Document No. 289235 is hereby amended by this Agreement, including all rights, privileges, and obligations contained herein, which shall run with the land herein described and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. The terms of this Electric Line Easement Agreement shall control over any conflicting terms within the prior easement recorded as Document No. 289235, which shall otherwise continue in full force and effect.
- e. No amendment or modification of this Agreement shall be effective unless made by written instrument signed by Grantor and Grantee or their respective successors and assigns; provided, however, Grantee may assign its rights herein without consent of Grantor.
- f. It is mutually understood and agreed that this Agreement covers all of the agreements and stipulations between the parties with respect to the subject hereof, and that no representation or verbal statements have been made modifying, adding to, or changing the terms hereof.
- g. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
- h. This Agreement shall be governed by and construed under the laws of the State of Minnesota.
- i. This Agreement is exempt from payment of state deed stamps pursuant to Minnesota Statutes Section 287.22.

[Remainder of Page Blank. Signature Page to Follow.]

Grantor: CITY OF HERMANTOWN

Name: Wayne Boucher
Its: Mayor

Name: Alissa McClure
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 Alyssa McClure, the Mayor and City Clerk, respectively, of the CITY OF HERMANTOWN, a Municipal Corporation and political subdivision of the State of Minnesota, on behalf of the City.

Notarial Stamp or Seal

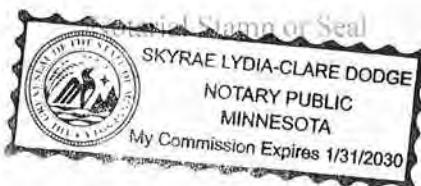
Notary Public

Grantee: Minnesota Power, a division
Of ALLETE, Inc., a Minnesota
Corporation

By: James B. Atkinson
Name: James B. Atkinson
Its: Manager - Siting and Land Rights

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

The foregoing instrument was acknowledged before me this 10 day of April,
2025, by James B. Atkinson the Environmental and Real Estate Manager of Minnesota Power, a
division of ALLETE, Inc., a Minnesota corporation, on behalf of the corporation.





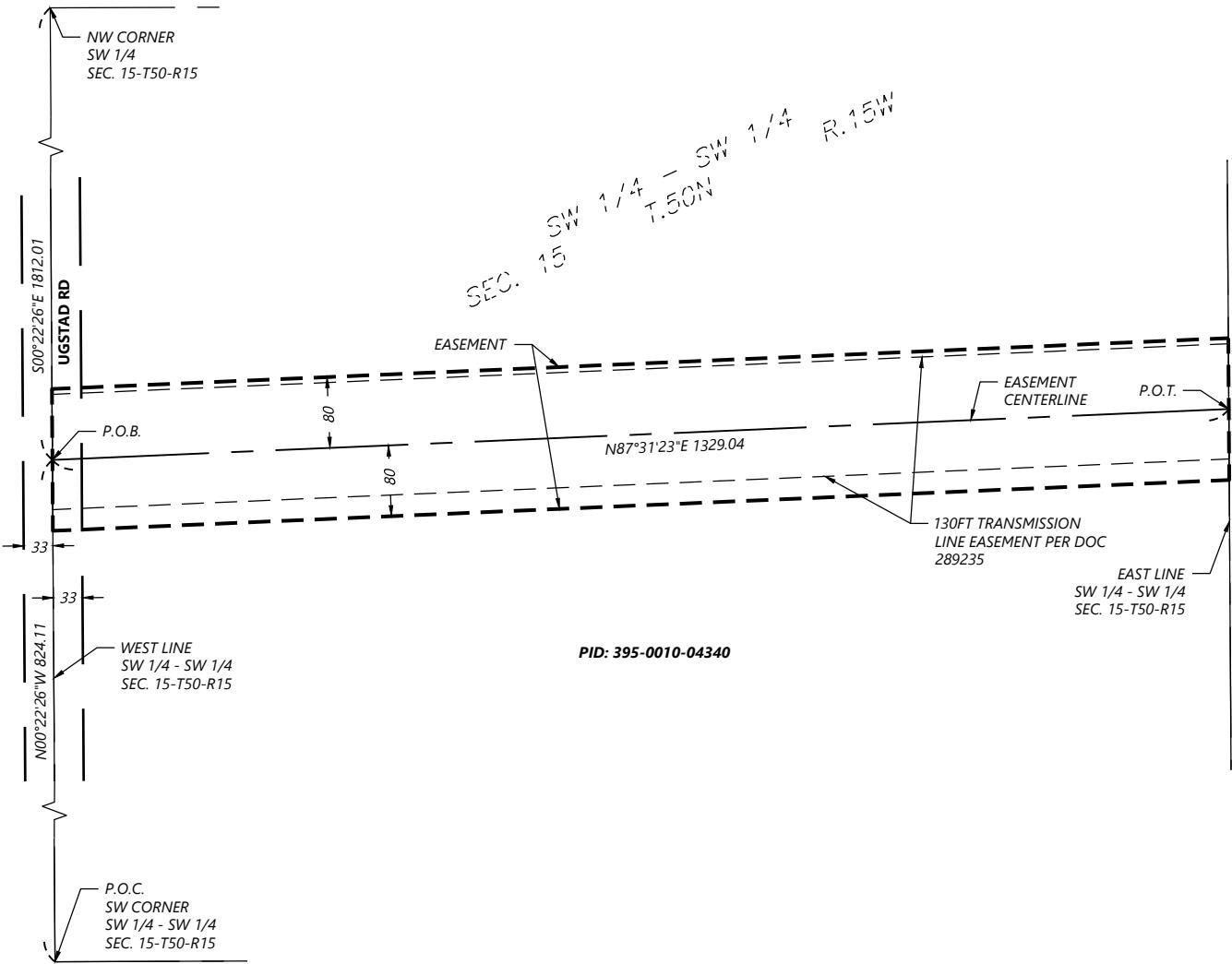
Notary Public

Drafted By:
Minnesota Power
30 W. Superior St.
Duluth, MN 55802

EXHIBIT A

EASEMENT EXHIBIT

GRANTOR: CITY OF HERMANTOWN
SEE SHEET 2 OF 2 FOR DESCRIPTION



P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

P.O.T. = POINT OF TERMINATION

BEARINGS, DISTANCES AND ACREAGE
ARE BASED ON ST. LOUIS COUNTY
SOUTH COORDINATE SYSTEM, NAD83
(2011) ADJUSTMENT, US SURVEY FT



0' 200'

DR: TDW	APP: STW
DATE: 7/12/2024	
Westwood <small>Phone (320) 253-9495 13341 Cypress Drive, Suite 101 Tollfree (800) 270-9495 Baxter, MN 56425 westwoodps.com</small>	

I HEREBY CERTIFY THAT THIS SURVEY, PLAN 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.

SETH WECKMAN

DATE 7/12/2024

LIC. NO. 57085

145

SHEET: 1 OF 2

REV. DATE:

MA - 36109

TOWNSHIP	RANGE	SECTION
T50N	R15W	15

EXHIBIT A

EASEMENT EXHIBIT

GRANTOR: CITY OF HERMANTOWN

"PROPERTY"

SW1/4 of SW1/4 Section 15 Township 50 North of Range 15 West, St. Louis County, Minnesota. Torrens Property – Certificate of Title No. 267456

"EASEMENT AREA"

A 160.00 foot wide easement lying over, under and across that part of the hereinbefore described "PROPERTY" which lies within 80.00 feet on each side of the following described centerline:

Commencing at the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 15, Township 50 North, Range 15 West; thence North 00 degrees 22 minutes 26 seconds West along the west line of said Southwest Quarter of the Southwest Quarter, a distance of 824.11 feet to the point of beginning of the centerline to be described; thence North 87 degrees 31 minutes 23 seconds East, a distance of 1329.04 feet to the east line of said Southwest Quarter of the Southwest Quarter and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate at the east and west lines of said Southwest Quarter of the Southwest Quarter.

"SUMMARY OF AREAS"

<i>Proposed easement:</i>	<i>4.88 acres, more or less</i>
<i>Proposed easement inside road right of way:</i>	<i>0.02 acres, more or less</i>
<i>Proposed easement inside existing easement:</i>	<i>3.97 acres, more or less</i>
<i>Proposed easement less road right of way & existing easement:</i>	<i>0.89 acres, more or less</i>

*BEARINGS, DISTANCES AND ACREAGE
ARE BASED ON ST. LOUIS COUNTY
SOUTH COORDINATE SYSTEM, NAD83
(2011) ADJUSTMENT, US SURVEY FT*

Appraisal Report

Project:

**Minnesota Power – Duluth Loop Reliability Project
Electric Line Easement Agreement**

Property:

**40.00 Acres – City of Hermantown
St. Louis County, Minnesota**

Landowner(s):

**City of Hermantown
5105 Maple Grove Road
Duluth, Minnesota 55811**

Prepared For:

**Trent L. Harris, MSPM, SR/WA | Project Manager
Minnesota Power, an Allete Company
4891 Miller Trunk Highway, Suite 200
Hermantown, Minnesota 55811**

Prepared By:

**Daniel T. Schummer
Minnesota Certified General Appraiser #40442140
LandVest, Inc.
102 West Washington Street, Suite 102
Marquette, Michigan 49855**

September 11, 2024

Trent L. Harris, MSPM, SR/WA | Project Manager
Minnesota Power, an Allete Company
4891 Miller Trunk Highway, Suite 200
Hermantown, Minnesota 55811

Re: **Appraisal Report**
Project: **Minnesota Power – Duluth Loop Reliability Project**
Location: **St. Louis County, Minnesota**
Landowner(s): **City of Hermantown**

Dear Mr. Harris:

As requested, enclosed is my appraisal of 40.00 acres of improved land owned by the City of Hermantown located in the City of Hermantown, St. Louis County, Minnesota. The purpose of this appraisal is to determine the impact of the proposed Electric Line Easement Agreement that is placed on the aforementioned property. It is the appraiser's opinion that the partial taking impacts the land value.

Based on the appraisal methods in the following report, it is my opinion that the subject property, in the *before* condition, has a market land value of \$1,008,000. In the *after* condition, with the Electric Line Easement Agreement in place, it is my opinion that the property has a market land value of \$972,275. As of August 13, 2024, the date of inspection, the difference in the *before* and *after* values is \$35,800 rounded from \$35,725.

I appreciate the opportunity to provide you with this appraisal. Please contact me if you have any questions. Thank you.

Sincerely,



Daniel T. Schummer
Minnesota Certified General Appraiser #40442140

DTS

Enc.

I. Introductory Information

Summary of Appraisal Facts and Conclusions

Property Identification

Project: Minnesota Power – Duluth Loop Reliability Project
Property Landowner(s): City of Hermantown
Property Location: 4118 Ugstad Road
Hermantown, Minnesota 55811

Property Data

Type of Property: Public Recreation
Parcel Size: 40.00 Acres (Tax Acres)
Zoning: P-Public Facilities (R-3 if privately owned)

Highest and Best Use

Before: Investment
After: Investment

Sale History

No recent arm's-length transactions were found.

Interest Acquired

Electric Line Easement Agreement: 4.88 Acres in Total
0.02 Acres within ROW
3.97 Acres within Existing Easement
0.89 Acres outside of Existing Easement

Appraisal Conditions and Results

Appraiser's Name: Daniel T. Schummer
Date of Property Inspection(s): August 13, 2024
Effective Date of Value: August 13, 2024
Appraisal Report Date: September 11, 2024
Appraisal Intended Use: Just Compensation

Market Value Estimate

Appraised Value – <i>Before:</i>	\$1,008,000
Appraised Value – <i>After:</i>	\$ 972,275
Difference in Value:	\$ 35,725
Rounded To:	\$ 35,800

Compensation for Easement: \$35,800

Map Location

0 80 160 Feet

City of Hermantown
Property - Parcel A
Part of Section 15
T50N-R15W
St. Louis County, MN

LandVest

1:3,960 Aerial Photograph (2023)



Legend

- Subject Property
- Easement Area

This map is intended for display and location purposes only. On the ground conditions may and will vary. LandVest does not warrant the accuracy of this map and provides it as is.

Resolution No. 2025-79

**Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance
Of Easement Agreement For Parcel 395-0010-04390 To Minnesota Power From The City
Of Hermantown For The Duluth Loop Reliability Project**

WHEREAS, Minnesota Power currently has easements across city owned land, and

WHEREAS, Minnesota Power (“MNP”) desires to construct the Duluth Loop Reliability Project in the City of Hermantown (“Project”); and

WHEREAS, Minnesota Power needs to expand the current easement (“Easement Parcel 395-0010-04390”) from the City of Hermantown to construct the Project

WHEREAS, the City Attorney has reviewed and negotiated an acceptable easement and recommends approval, and

WHEREAS, MNP has executed and delivered the required Easement agreement to the City; and

WHEREAS, the City desires to provide the Easement Parcel A as described in and granted by the Easement Agreement attached hereto as Exhibit A.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Acceptance of the Easement Agreement for Parcel 395-0010-04390 from Minnesota Power.

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 May 5, 2025.

EXHIBIT A

(The above space for Recorder's use)

ELECTRIC LINE EASEMENT AGREEMENT

THIS ELECTRIC LINE EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2025 (the "Effective Date"), by and between the City of Hermantown, a municipal corporation and political subdivision of the State of Minnesota (whether one or more, "Grantor") and Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation, its successors and assigns ("Grantee").

RECITALS

A. Grantor owns that certain real property legally described as follows ("Grantor Property");

W1/2 of SW1/4 of SE1/4 EXCEPT the E1/2 of E1/2 of W1/2 of SW1/4 of SE1/4 Section 15, Township 50 North, Range 15 West, St. Louis County, Minnesota.

Torrens property: Certificate of Title No. 209876, Memorial No. 948443
PIN: 395-0010-04390

B. Grantee desires to amend those easements filed as Document Nos. 289542, 515496 and 519302, running over a portion of the Grantor Property legally described on **Exhibit A** attached hereto, as amended herein (the "Easement Area"), for the purposes described in Sections 2 and 3 below (the "Electric Line Easement"); and

C. Grantor agrees to grant the Electric Line Easement pursuant to this Agreement.

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement by reference as substantive provisions hereof.

2. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive utility easement, (a) upon, over, under, across and through the Easement Area for the installation, construction, operation, maintenance, inspection, repair, replacement, reconductoring, removal and relocation of an electric power lines or cables, together with all structures, poles, towers, structures, crossarms, cables, braces, guy wires, supports, conduits, counterpoises, fixtures, equipment, devices and any other utility related improvements deemed necessary by Grantee in its sole discretion in the installation, construction, operation, maintenance, repair, replacement, removal and relocation of said lines and cables; and (b) upon, over, under, across and through such additional area outside of the described Easement Area as is necessary to accommodate guy wires, anchors and any other utility related appurtenances deemed necessary by Grantee in its sole discretion, subject to the terms and conditions hereof. Grantor also grants to Grantee a perpetual and non-exclusive easement upon and across the Grantor Property to access the Easement Area for the foregoing purposes.
3. **Scope of Easement.** The grant of easement herein contained shall include the following rights of Grantee:
 - a. Grantee is acknowledged to be the primary user of the utility easement granted and may access the Easement Area for the purposes set forth in Section 2 at all times deemed necessary by Grantee in Grantee's sole discretion. The lines and cables installed by Grantee may be at various voltages and dimensions as Grantee shall deem useful or necessary from time to time in its sole discretion.
 - b. Ingress and egress across the Grantor Property to and within the Easement Area by Grantee shall be by means of existing roads, field roads and lanes, if any, or any other route mutually agreed upon by Grantor and Grantee. Should Grantor fail to agree upon a reasonable route sufficient for Grantee's access needs, and upon the occurrence of an event causing the interruption of power or endangerment of the electric line facility which requires immediate access, Grantee shall make access by the shortest reasonable route as required under the circumstances. In the event that a fence currently exists within the Easement Area as of the Effective Date, Grantee shall have the right to install a gate or other temporary access in the fence to ensure Grantee's access to the Easement Area related to the purposes described herein.
 - c. Grantee may alter, remove, and dispose of any improvements, structures, trees, crops, brush and vegetation, or other objects within the Easement Area or within such portion of the Grantor Property as would prevent or interfere in any way whatsoever with Grantee's use and enjoyment of the rights and easements granted herein or otherwise jeopardize Grantee's electric lines, cables or related equipment, including, but not limited to, the right to cut and dispose of all dead, weak, leaning, or dangerous trees, crops, brush and vegetation within or outside of the Easement Area deemed by Grantee, in its sole discretion, to be reasonably necessary for the installation, construction, operation, maintenance, inspection, repair, replacement, removal and relocation and protection of said lines, cables and equipment and to protect the public safety.

- d. Access to, and construction upon, the Grantor Property of all equipment necessary to ground fences, structures, buildings, or any other structure determined by Grantee in its sole discretion to require grounding for safety purposes, and as Grantee determines in its sole discretion are required by applicable statutes, regulations and the National Electric Safety Code.
 - e. Grading the surface of the Easement Area as Grantee deems reasonably necessary in its sole discretion for the installation, construction, operation, maintenance, inspection, repair, replacement, removal and relocation of its electric lines, cables and related improvements. Such grading will take into consideration the impact and drainage on the Grantor Property.
4. **Reserved Rights and Restrictions.** Grantor reserves the right to build recreational trails, trail amenities, parking, gates, fences, lighting, and benches within or crossing the Easement Area as further described herein, provided that any such improvements must be approved by the Grantee in writing, which approval shall not be unreasonably withheld. Grantor reserves the right to allow public and private utilities to cross the Easement Area in a way that does not interfere with Grantee's rights as further described herein provided that any such improvements must be approved by the Grantee in writing, which approval shall not be unreasonably withheld. Grantor reserves the right to cultivate, use and occupy the Easement Area, and to run additional non-interfering public utilities within the outer 30 feet on either side of the Easement Area, except that without the prior written approval of Grantee that will not be unreasonably withheld, Grantor shall not bury or place in the ground any object, nor plant any trees within the central 100 feet of the Easement Area, nor erect any structures, hay or straw stacks, or other permanent objects, except fences, and in the event that Grantee's electric lines or cables are placed beneath the surface, Grantor shall seek prior written approval from Grantee prior to any digging to a depth of more than two (2) feet within the central 100 feet of the Easement Area. Any crossing of the Easement Area by a public or private utility shall be at a location designated by Grantee as non-interfering with Grantee's facilities and with Grantee's consent, which consent shall not be unreasonably withheld. Grantor shall otherwise have the full use and enjoyment of the Easement Area except as the same may be necessary for the purposes herein granted to Grantee. Grantor shall consult with Grantee on all such projects so as to prevent damage to or interference with the efficient operation and control of Grantee's facilities and to ensure the public safety within the Easement Area.
5. **Restoration.** Following completion of the construction of the electric lines, cables and related improvements, Grantee shall restore those portions of the Grantor Property and the Easement Area (other than the areas improved) which were damaged by Grantee's entry, use or activities thereon to substantially the same condition as said lands existed on the Effective Date. Grantee shall pay for all damages to crops, fences, roads, structures and fields within the Grantor Property or Easement Area directly and proximately caused by Grantee as a result of Grantee's entry or activities thereon; provided, however, that Grantee shall not be responsible for costs or expenses which (a) arise from or relate to Grantor's own actions, inactions, negligence, recklessness, or willful misconduct, or (b) relate to the removal of trees and brush within the Easement Area as permitted by Section 3c above.

6. Miscellaneous.

- a.** All electric lines, cables and related fixtures, equipment, devices and improvements installed and placed within the Easement Area by or on behalf of Grantee shall remain the sole and exclusive property of Grantee.
- b.** Limited use or non-use of the rights granted herein shall not be deemed a complete or partial abandonment of the easement and the easement shall not be extinguished by, merged into, modified or otherwise deemed affected by any other interest or estate in the Easement Area now or hereinafter held by Grantee, its successors or assigns.
- c.** Grantor represents, warrants and covenants to Grantee, its successors, and assigns, that Grantor is the owner of the real property described herein and has the full power, right and authority to grant the easement herein described.
- d.** The easements recorded as Document Nos. 289542, 515496 and 519302 are hereby amended by this Agreement, including all rights, privileges, and obligations contained herein, which shall run with the land herein described and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. The terms of this Electric Line Easement Agreement shall control over any conflicting terms within the prior easements recorded as Document Nos. 289542, 515496 and 519302, which shall otherwise continue in full force and effect.
- e.** No amendment or modification of this Agreement shall be effective unless made by written instrument signed by Grantor and Grantee or their respective successors and assigns; provided, however, Grantee may assign its rights herein without consent of Grantor.
- f.** It is mutually understood and agreed that this Agreement covers all of the agreements and stipulations between the parties with respect to the subject hereof, and that no representation or verbal statements have been made modifying, adding to, or changing the terms hereof.
- g.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
- h.** This Agreement shall be governed by and construed under the laws of the State of Minnesota.
- i.** This Agreement is exempt from payment of state deed stamps pursuant to Minnesota Statutes Section 287.22.

[Remainder of Page Blank. Signature Page to Follow.]

Grantor: CITY OF HERMANTOWN

Name: Wayne Boucher
Its: Mayor

Name: Alissa McClure
Its: City Clerk

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Wayne Boucher and Alyssa McClure, the Mayor and City Clerk, respectively, of the CITY OF HERMANTOWN, a Municipal Corporation and political subdivision of the State of Minnesota, on behalf of the City.

Notarial Stamp or Seal

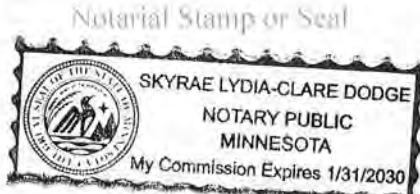
Notary Public

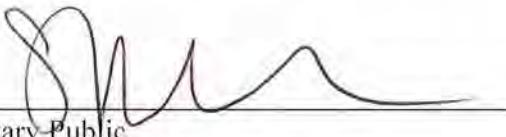
Grantee: Minnesota Power, a division
Of ALLETE, Inc., a Minnesota
Corporation

By: James B. Atkinson
Name: James B. Atkinson
Its: Manager - Siting and Land Rights

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

The foregoing instrument was acknowledged before me this 10 day of April,
2025, by James B. Atkinson the Environmental and Real Estate Manager of Minnesota Power, a
division of ALLETE, Inc., a Minnesota corporation, on behalf of the corporation.





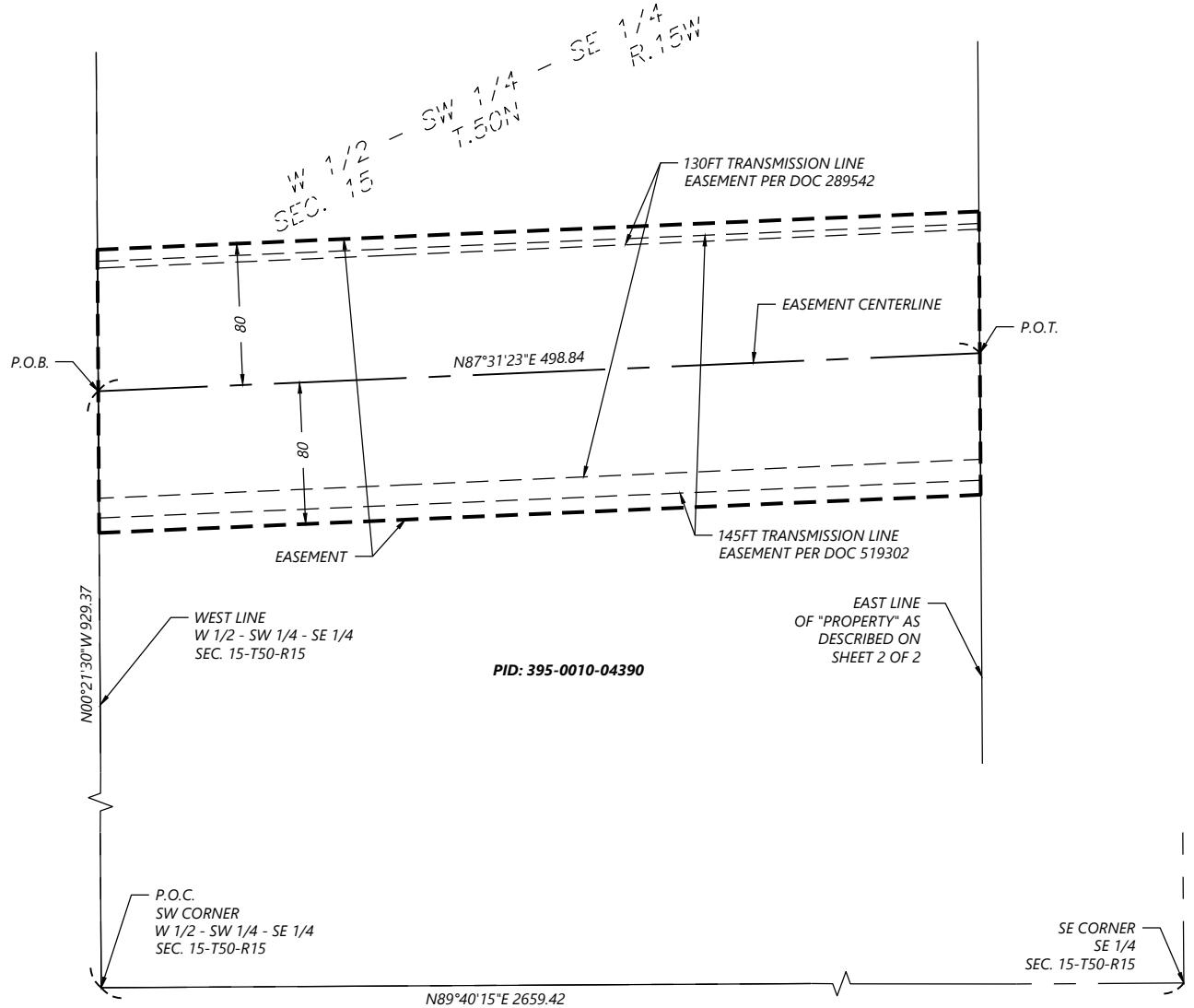
Notary Public

Drafted By:
Minnesota Power
30 W. Superior St.
Duluth, MN 55802

EXHIBIT A

EASEMENT EXHIBIT

GRANTOR: CITY OF HERMANTOWN
SEE SHEET 2 OF 2 FOR DESCRIPTION



P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

P.O.T. = POINT OF TERMINATION

BEARINGS, DISTANCES AND ACREAGE
ARE BASED ON ST. LOUIS COUNTY
SOUTH COORDINATE SYSTEM, NAD83
(2011) ADJUSTMENT, US SURVEY FT



0' 100'

DR: TDW	APP: STW
DATE: 7/10/2024	
Westwood <small>Phone (320) 253-9495 13341 Cypress Drive, Suite 101 Tollfree (800) 270-9495 Baxter, MN 56425 westwoodps.com</small>	

I HEREBY CERTIFY THAT THIS SURVEY, PLAN 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.


SETH WECKMAN

DATE 7/10/2024

LIC. NO. 57085

159

SHEET: 1 OF 2

REV. DATE:

MA - 36100

TOWNSHIP	RANGE	SECTION
T50N	R15W	15

EXHIBIT A

EASEMENT EXHIBIT

GRANTOR: CITY OF HERMANTOWN

"PROPERTY"

W1/2 of SW1/4 of SE1/4 EXCEPT the E1/2 of E1/2 of W1/2 of SW1/4 of SE1/4 Section 15 Township 50 North Range 15 West, St. Louis County, Minnesota. Torrens Property – Certificate of Title No. 209876.

"EASEMENT AREA"

A 160.00 foot wide easement lying over, under and across that part of the hereinbefore described "PROPERTY" which lies within 80.00 feet on each side of the following described centerline:

Commencing at the southwest corner of the West Half of the Southwest Quarter of the Southeast Quarter of Section 15, Township 50 North, Range 15 West; thence North 00 degrees 21 minutes 30 seconds West along the west line of said West Half of the Southwest Quarter of the Southeast Quarter, a distance of 929.37 feet to the point of beginning of the centerline to be described; thence North 87 degrees 31 minutes 23 seconds East, a distance of 498.84 feet to the east line of said "PROPERTY" and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate at the west line of said West Half of the Southwest Quarter of the Southeast Quarter and the east line of said "PROPERTY."

"SUMMARY OF AREAS"

<i>Proposed easement:</i>	<i>1.83 acres, more or less</i>
<i>Proposed easement inside road right of way:</i>	<i>N/A</i>
<i>Proposed easement inside existing easement:</i>	<i>1.66 acres, more or less</i>
<i>Proposed easement less road right of way & existing easement:</i>	<i>0.17 acres, more or less</i>

*BEARINGS, DISTANCES AND ACREAGE
ARE BASED ON ST. LOUIS COUNTY
SOUTH COORDINATE SYSTEM, NAD83
(2011) ADJUSTMENT, US SURVEY FT*

Appraisal Report

Project:

**Minnesota Power – Duluth Loop Reliability Project
Electric Line Easement Agreement**

Property:

**15.00 Acres – City of Hermantown
St. Louis County, Minnesota**

Landowner(s):

**City of Hermantown
5105 Maple Grove Road
Duluth, Minnesota 55811**

Prepared For:

**Trent L. Harris, MSPM, SR/WA | Project Manager
Minnesota Power, an Allete Company
4891 Miller Trunk Highway, Suite 200
Hermantown, Minnesota 55811**

Prepared By:

**Daniel T. Schummer
Minnesota Certified General Appraiser #40442140
LandVest, Inc.
102 West Washington Street, Suite 102
Marquette, Michigan 49855**

September 11, 2024

Trent L. Harris, MSPM, SR/WA | Project Manager
Minnesota Power, an Allete Company
4891 Miller Trunk Highway, Suite 200
Hermantown, Minnesota 55811

Re: **Appraisal Report**
Project: **Minnesota Power – Duluth Loop Reliability Project**
Location: **St. Louis County, Minnesota**
Landowner(s): **City of Hermantown**

Dear Mr. Harris:

As requested, enclosed is my appraisal of 15.00 acres of vacant land owned by the City of Hermantown located in the City of Hermantown, St. Louis County, Minnesota. The purpose of this appraisal is to determine the impact of the proposed Electric Line Easement Agreement that is placed on the aforementioned property. It is the appraiser's opinion that the partial taking impacts the land value.

Based on the appraisal methods in the following report, it is my opinion that the subject property, in the *before* condition, has a market land value of \$75,000. In the *after* condition, with the Electric Line Easement Agreement in place, it is my opinion that the property has a market land value of \$72,216. As of August 13, 2024, the date of inspection, the difference in the *before* and *after* values is \$2,800 rounded from \$2,784.

I appreciate the opportunity to provide you with this appraisal. Please contact me if you have any questions. Thank you.

Sincerely,



Daniel T. Schummer
Minnesota Certified General Appraiser #40442140

DTS

Enc.

I. Introductory Information

Summary of Appraisal Facts and Conclusions

Property Identification

Project: Minnesota Power – Duluth Loop Reliability Project
Property Landowner(s): City of Hermantown
Property Location: Vacant land along Maple Grove Road
Hermantown, Minnesota 55811

Property Data

Type of Property: Residential
Parcel Size: 15.00 Acres (Tax Acres)
Zoning: P-Public Facilities (R-3 if privately owned)

Highest and Best Use
Before: Residential
After: Residential

Sale History

No recent arm's-length transactions were found.

Interest Acquired

Electric Line Easement Agreement: 1.83 Acres in Total
1.66 Acres within Existing Easement
0.17 Acres outside of Existing Easement

Appraisal Conditions and Results

Appraiser's Name: Daniel T. Schummer
Date of Property Inspection(s): August 13, 2024
Effective Date of Value: August 13, 2024
Appraisal Report Date: September 11, 2024
Appraisal Intended Use: Just Compensation

Market Value Estimate

Appraised Value – <i>Before:</i>	\$75,000
Appraised Value – <i>After:</i>	<u>\$72,216</u>
Difference in Value:	\$ 2,784
Rounded To:	\$ 2,800

Compensation for Easement: \$2,800

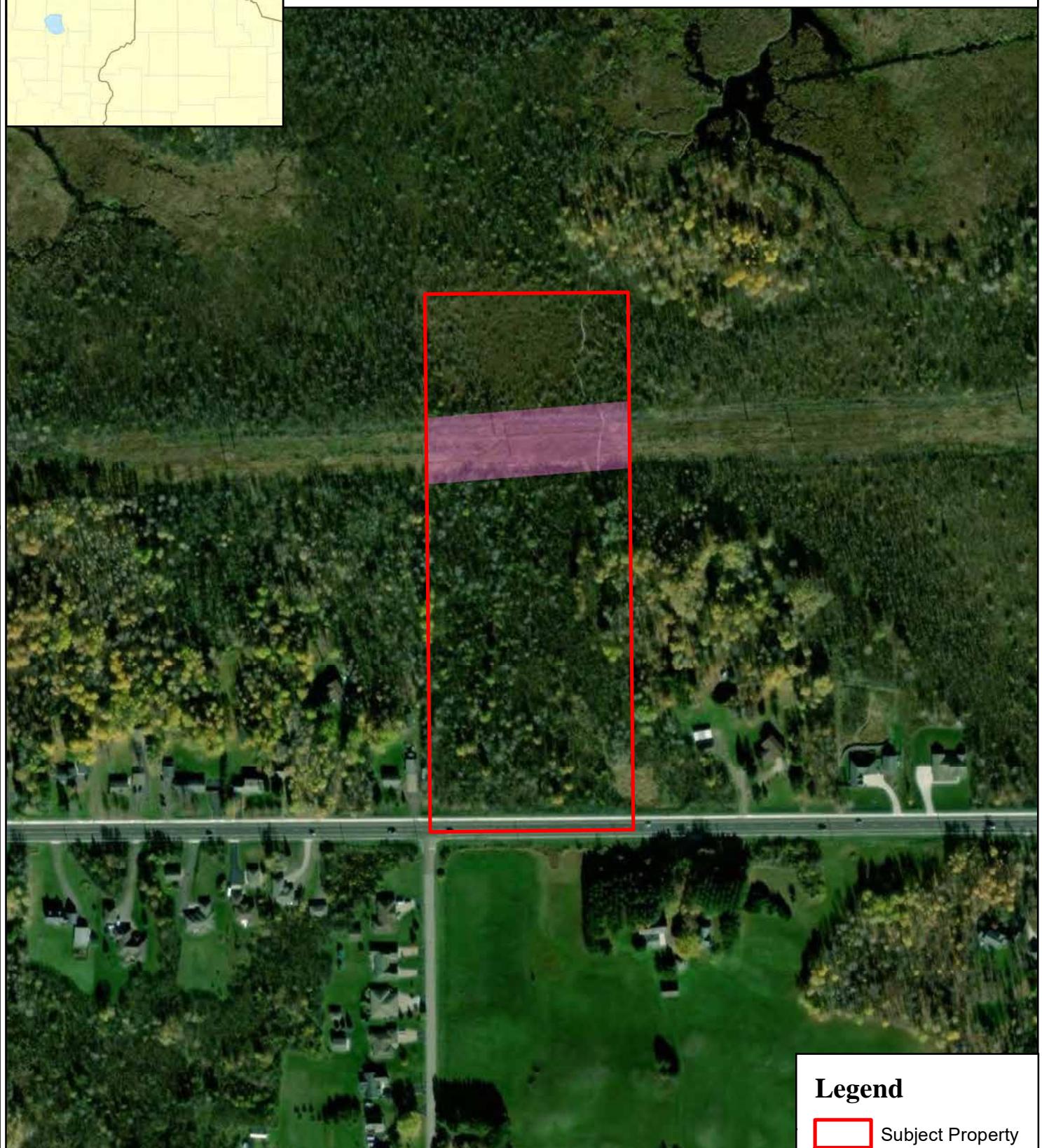
Map Location

0 80 160
Feet

City of Hermantown
Property - Parcel B
Part of Section 15
T50N-R15W
St. Louis County, MN

LandVest

1:3,960 Aerial Photograph (2023)



Legend

- Subject Property
- Easement Area

This map is intended for display and location purposes only. On the ground conditions may and will vary. LandVest does not warrant the accuracy of this map and provides it as is.



CITY COUNCIL MEETING DATE: May 5, 2025

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: NorthStar Ford Arena – Change Order Numbers 21, 22 & 23 (KA Change Order #7)

RESOLUTION: 2025-80

ORDINANCE:

OTHER:

REQUESTED ACTION

Approve Change Order Numbers 21, 22 & 23 (KA Change Order #7) for the NorthStar Ford Arena in the Amount of \$27,072.27.

BACKGROUND

Kraus Anderson is recommending a number of change orders for the construction of NorthStar Ford Arena. The first one (No. 21) is to make grading revisions to the parking lot along Arrowhead Road, specifically as it relates to the removal of the garages that were on site.

The second one (No. 22) to change out the railing along the entrance to the ice rink in the middle of the seating area. Instead of metal railings, glass railings will be installed to provide better sight lines for spectators sitting along that edge.

The third one (No. 23) is to improve the roof access stair and door.

This work will be done under KA's contract and is funded from the owner's contingency. It does not change the overall budget.

SOURCE OF FUNDS (if applicable)

Arena Project Fund - Contingency

ATTACHMENTS

Resolution

Change Orders

Resolution No. 2025-80

Resolution Approving Change Order Numbers 21, 22 & 23 (KA Change Order #7) For The NorthStar Ford Arena In The Amount Of \$27,072.27

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. 21, 22 & 23 for:

Change Order #	Descriptions	Cost
	KA charges	\$1,058.82
21	Grading revisions to parking lot	\$10,694.53
22	Glass Guardrail	\$10,844.00
23	Roof Access Door	\$4,474.92
	TOTAL	\$27,072.27

WHEREAS, Kraus Anderson Construction Company (KA) has recommended such Change Orders No. 21, 22 & 23 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. 21, 22 & 23 (KA Change Order #7) are hereby approved.
2. The City is hereby authorized and directed to pay to Kraus Anderson the sum of \$27,072.27 which is the amount represented on Change Orders No. 21, 22 & 23.

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 May 5, 2025.

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 #: 7
To (Contractor):	Kraus-Anderson Construction Company 2000 West Superior Street, Suite 101 Duluth, MN 55806	Change Order Date : 04/17/25

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: \$1,058.82
6	80.00	ASI 23 Grading Revisions	Add: \$10,694.53
3	96.00	ASI 29 Glass Guardrail	Add: \$10,844.00
1	100.00	ASI 32 Roof Access Door	Add: \$4,474.92
Total For Change Order:			7 Add: \$27,072.27

The original Contract Sum was	\$13,055,590.00
The net change by previously authorized Change Orders was	\$583,405.47
The Contract Sum prior to this Change Order was	\$13,638,995.47
The Contract Sum will be increased by this Change Order	\$27,072.27
The new Contract Sum will be	\$13,666,067.74

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	Accepted By Contractor: Kraus-Anderson Construction Company 2000 West Superior Street, Suite 101 Duluth, MN 55806	Architect/Engineer: DSGW Architects 2 West First Street, Suite 201 Duluth, MN 55802
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____



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

March 21, 2025

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

Reference: Hermantown Hockey Arena Addition
KA Project No.: 2222026-
COR No. 80.00 ASI 23 Grading Revisions

Dear John:

In response to the above referenced COR No. 80.00, Kraus-Anderson Construction Company proposes to complete the necessary Work associated with ASI 23 Grading Revisions per attached documentation provided herein. Our cost to complete this additional work is an **ADD** of **ELEVEN THOUSAND ONE HUNDRED TWENTY-NINE AND 84 / 100 Dollars (\$11,129.84)**.

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



Project: Hermantown Hockey Arena Addition

Date:

Location: Hermantown, MN

COR: 80.00

Project Number: 2222026-

Project Manager: Max Vergeldt

Description: ASI 23 Grading Revisions

Phase Code	Description	Subcontractor Name	Material	Labor	Subcontractors	Est Totals
31.0000.00.	Earthwork Labor	Northern Interstate Construction, Inc.	0.00	0.00	10,694.53	10,694.53
	Subtotal		0.00	0.00	10,694.53	10,694.53
01.5214.00.	Copy/Postage/Supplies	0.08%	8.56	0.00	0.00	8.56
01.5230.20.	Telephone - Mobile Phone	0.09%	9.10	0.00	0.00	9.10
01.7950.00.	Warranty Reserve	0.15%	16.07	0.00	0.00	16.07
90.9000.00.	Umbrella Liability Insurance	0.95%	102.74	0.00	0.00	102.74
91.2000.00.	Builders Risk	0.20%	21.59	0.00	0.00	21.59
92.1000.00.	Performance/Payment Bond	0.60%	64.37	0.00	0.00	64.37
	Subtotal		222.43	0.00	10,694.53	10,916.96
Fee		1.95%				212.88
Total Construction Costs						11,129.84

CHANGE ORDER



7835 E Bayfield Road - PO Box 57 - South Range, WI 54874
 Phone # 715-398-7561 Fax # 715-398-7585

Proposal Submitted To:

Date: March 5, 2025

City of Hermantown

Phone # 218-722-3775

Kraus Anderson

Attn: Max Vergeldt

PO/Contract 2222026

NIC JOB #:

240423

Project Information: Northstar Ford Arena

Item #	Description	Quantity	Unit	Rate	Extension
Labor, Equipment, Material, and Suppliers	<u>Remove Existing Garages</u>	1	LS	\$9,900.00	\$9,900.00
	- In Place Compacted Class 5 Gravel (Contract Unit Price)	275	CY	\$36.00	\$9,900.00
	- Adjust CB-5 and MH-4 Rim Elevations	1	LS	\$1,589.06	\$1,589.06
ORIGINAL CONTRACT TOTAL					\$ 1,010,056.00
MODIFICATION FROM PREVIOUS CHANGE ORDERS					\$ 199,628.36
CONTRACT SUM PRIOR TO THIS CHANGE ORDER					\$ 1,209,684.36
ADD (DEDUCT) FROM THIS CHANGE ORDER					\$ 10,694.53
NEW CONTRACT TOTAL					\$ 1,220,378.89

CHANGE ORDER



- 1.) NIC reserves the right to withdraw this quote if not accepted within 60 days.
- 2.) Invoice shall indicate installed quantities. Payment shall reflect invoice.
- 3.) Supplied material is to be approved by Owner/Contractor prior to delivery to jobsite. NIC reserves the right to re-negotiate pricing for specification changes and/or disapproval of quoted material (if different from specifications).
- 4.) All work to be completed in a workmanlike manner according to industry standard practices.
- 5.) Items not quoted shall require a change order prior to commencement of work.
- 6.) Owner to carry fire, tornado, and other necessary insurance.
- 7.) All agreements contingent upon strikes, accidents, pandemics or delays beyond NIC's control.
- 8.) Quote excludes contaminated soils handling, remediation, and removal. Testing by other.
- 9.) Excludes adverse winter work conditions (road restrictions, frost ripping, etc.)
- 10.) Excludes asphalt pavement and concrete repairs along haul routes and points of egress.
- 11.) Excludes site gates, site fencing (temporary and permanent), and site perimeter control.
- 12.) Job trailer and portable toilet provided by other.
- 13.) Excludes testing, settlement monitoring, surveying, staking, and inspections. Production testing included for delivered materials.
- 14.) Excludes permits.
- 15.) Excludes final/permanent vines, plantings, shrubs trees and landscaping.
- 16.) Excludes ground thaw heating.
- 17.) Excludes removal of existing footings or structures not shown on drawings or not quoted above.
- 18.) Excludes rock excavation, blasting, ripping, and removal of boulders in excess of 36" in diameter (measured at largest point)
- 19.) Excludes stormwater inspections while not on site.
- 20.) Excludes soil correction, soil stabilization requiring mixing, etc.
- 21.) Excludes wetland delineation, permitting, and SAMP replacement
- 22.) Excludes snow plowing (after demobilization) and gravel road maintenance (after demobilization)

CONTRACT MODIFICATION



Contractor: NORTHERN INTERSTATE CONSTRUCTION, INC.
Work Description: Northstar Ford Arena
Document Reference Number:

WORK SCOPE NARRATIVE

Added Scope:

Adjust MH-5 and CB-4 Rims

DATE:	3/5/2025	CHANGE - Sub Total (Labor, Subs., Material, Other)	----->	\$1,573.33
PROJECT TIME EXTENSION:	1.00%	Prime Contractor Markup (10%)	----->	\$0.00
0 days		BOND - Rate per Contract (1%)	----->	\$15.73
		CHANGE - Total (Labor, Subs., Material, Other, Bonds)	----->	\$1,589.06



2000 West Superior Street, Suite 101
Duluth, MN 55806

Request For Proposal

Project:	2222026-	PCO #:	80
	Hermantown Hockey Arena Addition		
	4309 Ugstad Road		
	Hermantown, MN 55811	Date:	02/12/2025
To:	Kellen McCoshen, Northern Interstate Construction, 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 to revise grading and utilities as shown in the attached ASI 23 in response to the removal of existing accessory buildings.

Attachments: ASI 23 dated 2.11.25

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

Signed By: _____ Date: _____

Project Name **NorthStar Ford Arena**
Project No **022058.00**

Project Address **4309 Ugstad Road**
Owner **City of Hermantown**

Contractor Name **Kraus Anderson**

ASI No **23**

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 **ASI Title**

2/11/2025 Grading revisions

ASI Description

Revises grading and utilities as shown clouded in response to removal of existing accessory buildings. Sheets C4.0, C5.0, C6.0.

ASI Attachments

1  **REV-1_NorthStar Ford Arena_2025.02.11.pdf**

2

3

NORTHSTAR FORD ARENA

4309 UGSTDAD RD,
HERMANTOWN, MN 55811

project #: 23-8008
date: 04/26/24
drawn by: JFM
checked by: TTP

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

signature: 
typed/printed
name: DAVID G. BOLF
name: _____
reg. #: 40926
reg. #: _____
sign date: 04/25/2024
sign date: _____

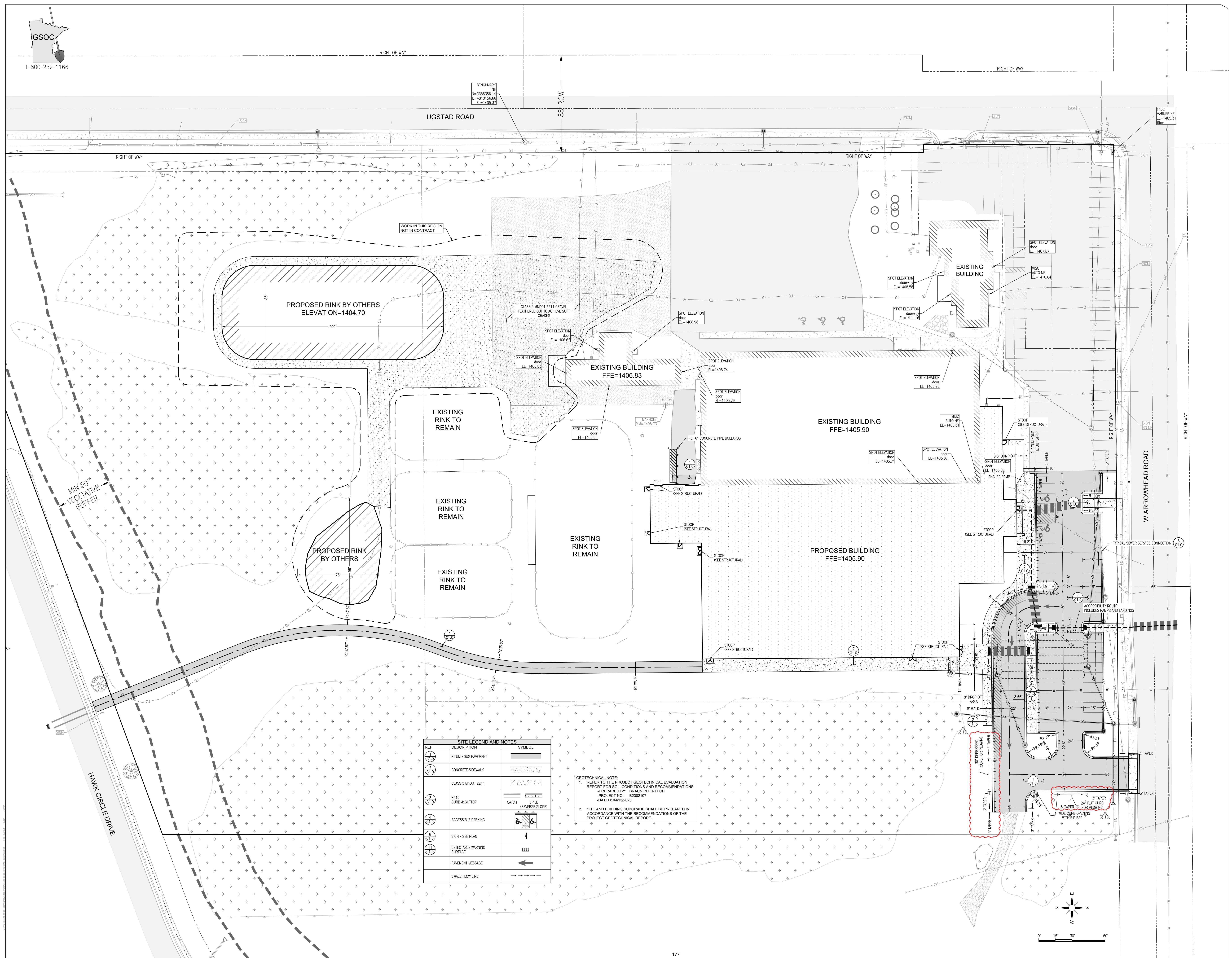
CONFORMANCE SET

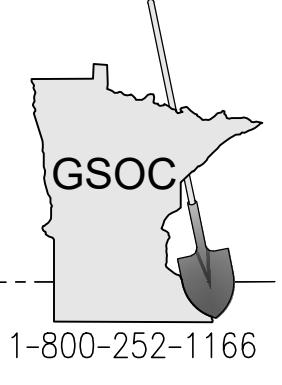
09/30/2024

sheet
title: _____

SITE PLAN

sheet
number: _____





1-800-252-1166

RIGHT OF WAY

UGSTAD ROAD

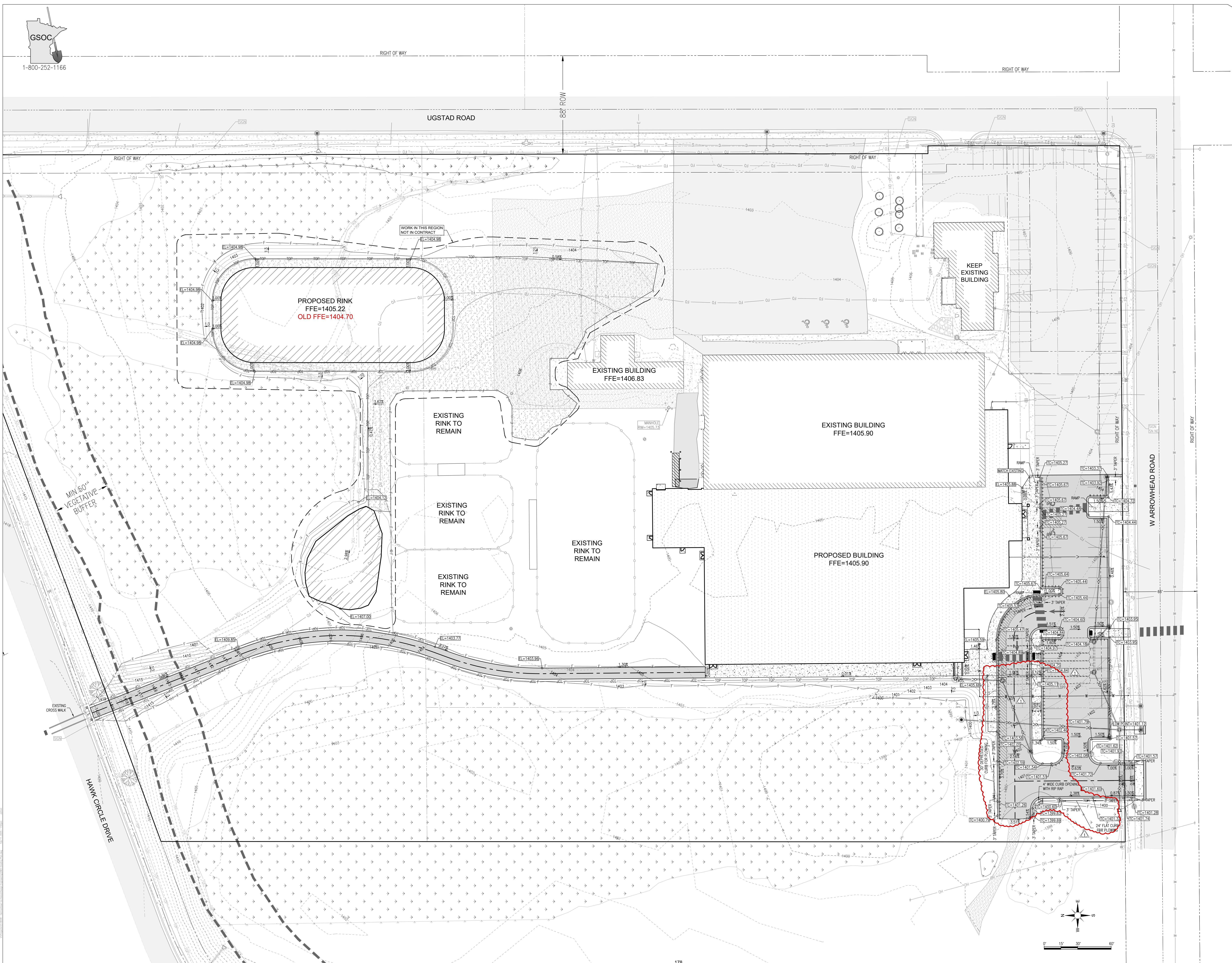
ROW

RIGHT OF WAY

dsgw

ARCHITECTURE
enriching communities
DULUTH | TWIN CITIES | VIRGINIA
www.dsgw.comNORTHSTAR
FORD ARENA4309 UGSTAD RD,
HERMANTOWN, MN 55811project #: 23-8008
date: 04/26/24
drawn by: JFM
checked by: TIPI hereby certify that this plan,
specification, or report was
prepared by or under my
supervision and that I am a duly
licensed Engineer under the laws
of the State of Minnesota.signature:
typed/printed name: DAVID G. BOLF
reg. #: 40926
sign date: 04/25/2024**Northland**
Consulting Engineers L.L.P.
Structural, Civil and Forensic Engineering Services
102 South 21st Ave. West Suite #1
Duluth, MN 55806-2018
(218) 727-7779
Fax: (218) 727-7779
www.nce-engineers.comCONFORMANCE SET
09/30/2024revision/
issue ASI 23 no.
date 02/11/2025sheet
title:
sheet
number:
GRADING PLAN

C5.0

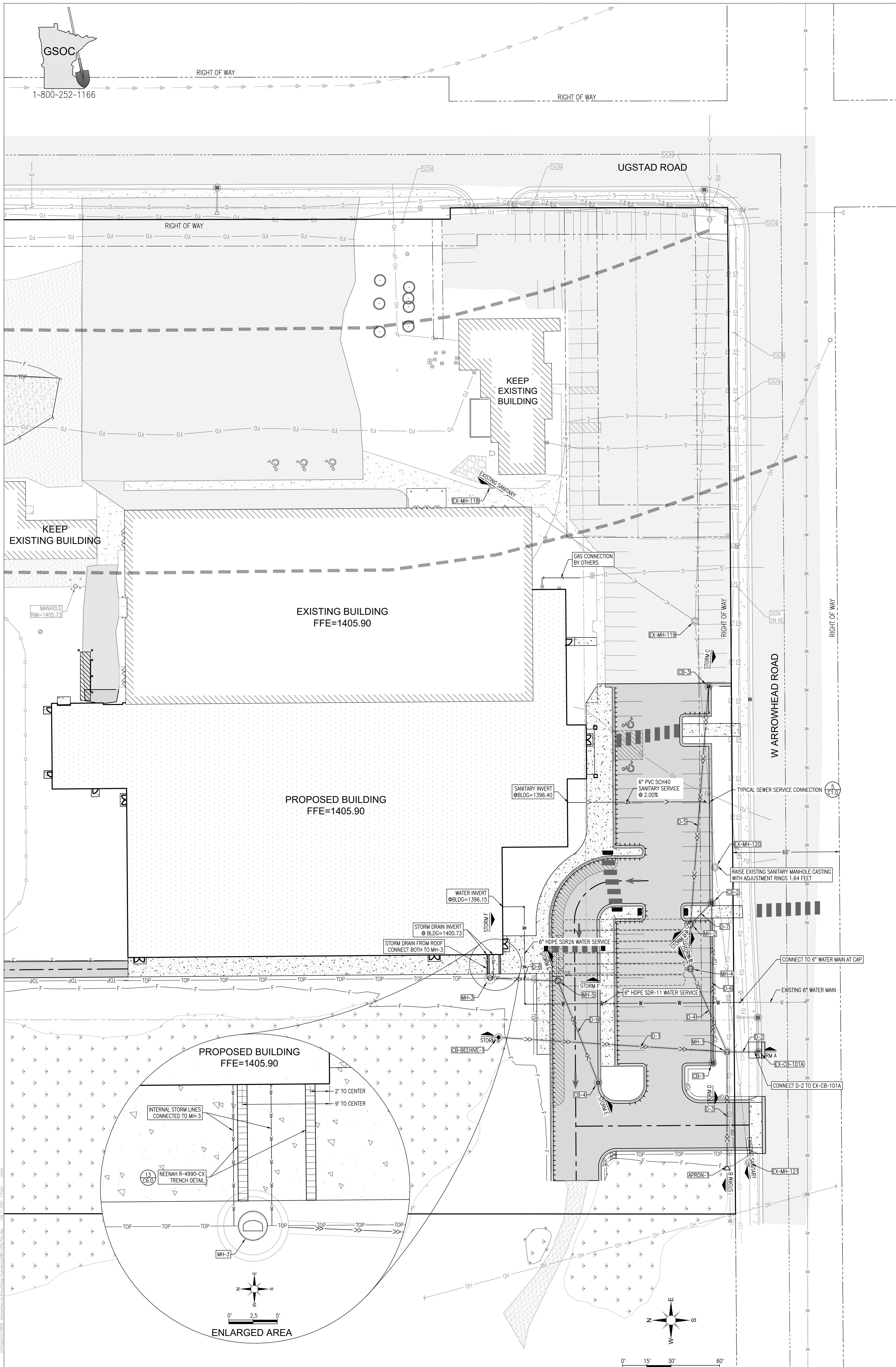


NORTHSTAR
FORD ARENA4309 UGSTAD RD,
HERMANTOWN, MN 55811project #: 23-8008
date: 04/26/24
drawn by: JFM
checked by: TIP

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

signature: 
typed/printed name: DAVID G. BOLF
reg. #: 40926
sign date: 04/25/2024**Northland**
Consulting Engineers L.L.C.
Structural, Civil and Forensic Engineering Services
102 South 21st Ave. West Suite #1
Duluth, MN 55806-2018
1-800-252-1166
Fax: (218)727-7779
www.nce-engineers.comCONFORMANCE SET
09/30/2024

revision/ issue A51 23 no. date 02/11/2025





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

March 21, 2025

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

Reference: Hermantown Hockey Arena Addition
KA Project No.: 2222026-
COR No. 96.00 ASI 29 Glass Guardrail

Dear John:

In response to the above referenced COR No. 96.00, Kraus-Anderson Construction Company proposes to complete the necessary Work associated with ASI 29 Glass Guardrail per attached documentation provided herein. Our cost to complete this additional work is an **ADD** of **ELEVEN THOUSAND TWO HUNDRED EIGHTY-FIVE AND 38 / 100 Dollars (\$11,285.38)**.

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



Project: Hermantown Hockey Arena Addition

Date:

Location: Hermantown, MN

COR: 96.00

Project Number: 2222026-

Project Manager: Max Vergeldt

Description: ASI 29 Glass Guardrail

Phase Code	Description	Subcontractor Name	Material	Labor	Subcontractors	Est Totals
08.4100.00.	Aluminum Frames & Glazing Lat	Mesabi Glass, Window And Door, Inc	0.00	0.00	10,844.00	10,844.00
	Subtotal		0.00	0.00	10,844.00	10,844.00
01.5214.00.	Copy/Postage/Supplies	0.08%	8.68	0.00	0.00	8.68
01.5230.20.	Telephone - Mobile Phone	0.09%	9.22	0.00	0.00	9.22
01.7950.00.	Warranty Reserve	0.15%	16.29	0.00	0.00	16.29
90.9000.00.	Umbrella Liability Insurance	0.95%	104.17	0.00	0.00	104.17
91.2000.00.	Builders Risk	0.20%	21.89	0.00	0.00	21.89
92.1000.00.	Performance/Payment Bond	0.60%	65.27	0.00	0.00	65.27
	Subtotal		225.52	0.00	10,844.00	11,069.52
Fee		1.95%				215.86
Total Construction Costs						11,285.38



PROPOSAL

510 W 25th Street
Hibbing, MN 55746
218-262-2010
FAX 218-262-2010

PROPOSAL SUBMITTED TO:
Max – Kraus Anderson

JOB NAME: Northstar Ford Arena – ASI 29

DATE: March 13, 2025

Includes: $\frac{1}{2}$ " Clear tempered glass in both sides of Enty ramp in area B
Brackets to hold glass in steel framing
Installation

Total: \$ 10,844.00

We hereby propose to furnish labor and materials—complete in accordance with the above specifications, for the sum of: with payment to be made as follows: Payable upon completion. All materials are guaranteed to be as specified. All work to be completed in a manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control, unless specified above. Interior trim work is the responsibility of others. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Chris Anderson

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Quoted prices are for installation in openings prepared by others unless specified otherwise.*

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature _____

Date _____

Signature _____

Coffman, Allison

From: Josh Gardow <joshg@redcedarsteel.com>
Sent: Friday, March 14, 2025 12:54 PM
To: Coffman, Allison
Cc: Vergeldt, Max; Bergerson, Steve; Johnson, Garrett
Subject: RE: NorthStar Ford Arena - PCO 096 ASI 29 Glass Guardrail

No change based upon fully assembled rail(no glass).

Thanks.



From: Coffman, Allison <allison.coffman@krausanderson.com>
Sent: Wednesday, March 12, 2025 9:04 AM
To: Chris Anderson <canderson@mesabiglass.com>; Josh Gardow <joshg@redcedarsteel.com>; Kyle Bruckelmyer <kyle@jrksteel.com>; Brayden Bruckelmyer <brayden@jrksteel.com>
Cc: Vergeldt, Max <max.vergeldt@krausanderson.com>; Bergerson, Steve <steve.bergerson@krausanderson.com>; Johnson, Garrett <garrett.johnson@krausanderson.com>
Subject: NorthStar Ford Arena - PCO 096 ASI 29 Glass Guardrail

Caution: External Email.

Good morning,
Please provide pricing for any changes/revisions to your scope of work per the attached PCO 96 ASI 29 regarding revisions to guardrails adjacent to ice sheet access (to be glass panel in lieu of steel balusters).

Thanks!
Allison

Allison Coffman | Senior Project Coordinator
allison.coffman@krausanderson.com | Direct 218.624.8621

KRAUS-ANDERSON CONSTRUCTION COMPANY
2000 West Superior Street, Suite 101, Duluth, MN 55806
Office 218.722.3775 | Direct 218.624.8621 | krausanderson.com

Together, strengthening the communities we serve

 Please consider the environment before printing this email.
Kraus-Anderson is an EOE AA M/F/Vet/Disability Employer

Coffman, Allison

From: Kyle <Kyle@JRKSTEEL.COM>
Sent: Friday, March 14, 2025 2:39 PM
To: Coffman, Allison
Subject: Re: NorthStar Ford Arena - PCO 096 ASI 29 Glass Guardrail

Allison, no cost change. Material/labor savings= new design time.

Kyle Bruckelmyer
Cell (218) 591-5925 | Office (218) 624-5793
jrksteel.com | 5900 Main St. Duluth, MN 55807

From: Coffman, Allison <allison.coffman@krausanderson.com>
Sent: Wednesday, March 12, 2025 9:03 AM
To: Chris Anderson <canderson@mesabiglass.com>; Josh Gardow <joshg@redcedarsteel.com>; Kyle <Kyle@JRKSTEEL.COM>; Brayden <Brayden@JRKSTEEL.COM>
Cc: Vergeldt, Max <max.vergeldt@krausanderson.com>; Bergerson, Steve <steve.bergerson@krausanderson.com>; Johnson, Garrett <garrett.johnson@krausanderson.com>
Subject: NorthStar Ford Arena - PCO 096 ASI 29 Glass Guardrail

Good morning,
Please provide pricing for any changes/revisions to your scope of work per the attached PCO 96 ASI 29 regarding revisions to guardrails adjacent to ice sheet access (to be glass panel in lieu of steel balusters).

Thanks!
Allison

Allison Coffman | Senior Project Coordinator
allison.coffman@krausanderson.com | Direct 218.624.8621

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Office 218.722.3775 | Direct 218.624.8621 | krausanderson.com

Together, strengthening the communities we serve

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2000 West Superior Street, Suite 101
Duluth, MN 55806

Request For Proposal

Project:	2222026-	PCO #:	96
	Hermantown Hockey Arena Addition		
	4309 Ugstad Road		
	Hermantown, MN 55811	Date:	03/12/2025
To:	Chris Anderson, Mesabi Glass, Window And Door, Inc.		
	Josh Gardow, Red Cedar Steel Erectors, Inc.		
	Kyle Bruckelmyer, JRK Steel		

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 29 regarding revisions to guardrails adjacent to ice sheet access (to be glass panel in lieu of steel balusters).

Attachments: ASI 29 dated 3.10.2025

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: _____

Project Name **NorthStar Ford Arena**
Project No **022058.00**

Project Address **4309 Ugstad Road**
Owner **City of Hermantown**
Contractor Name **Kraus Anderson**

ASI No **29**

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

3/10/2025

ASI Title

Glass Guardrail

ASI Description

Revised guardrails adjacent to ice sheet access to be glass panel in lieu of steel balusters.

A2.2B Second Floor Plan - Area B

1. 1/A2.2B: ADDED glass guardrail note at ice access.

A6.9 Stair Plans & Sections

1. 13 & 17/A6.9: REVISED to glass guardrail at ice access.

ASI Attachments

1  022058.00 ASI 29_ARCH.pdf

2

3

**NORTHSTAR
FORD ARENA**

 4309 UGSTAD RD
 HERMANTOWN, MN 55811

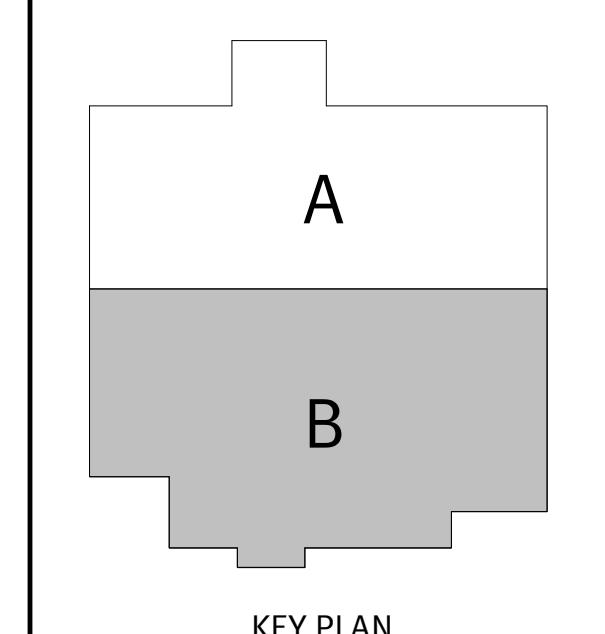
 project #: 022058.00
 date: 3/10/2025
 drawn by: EVC, JMG, AR
 checked by: EWL, JEE

 I hereby certify that this plan,
 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.



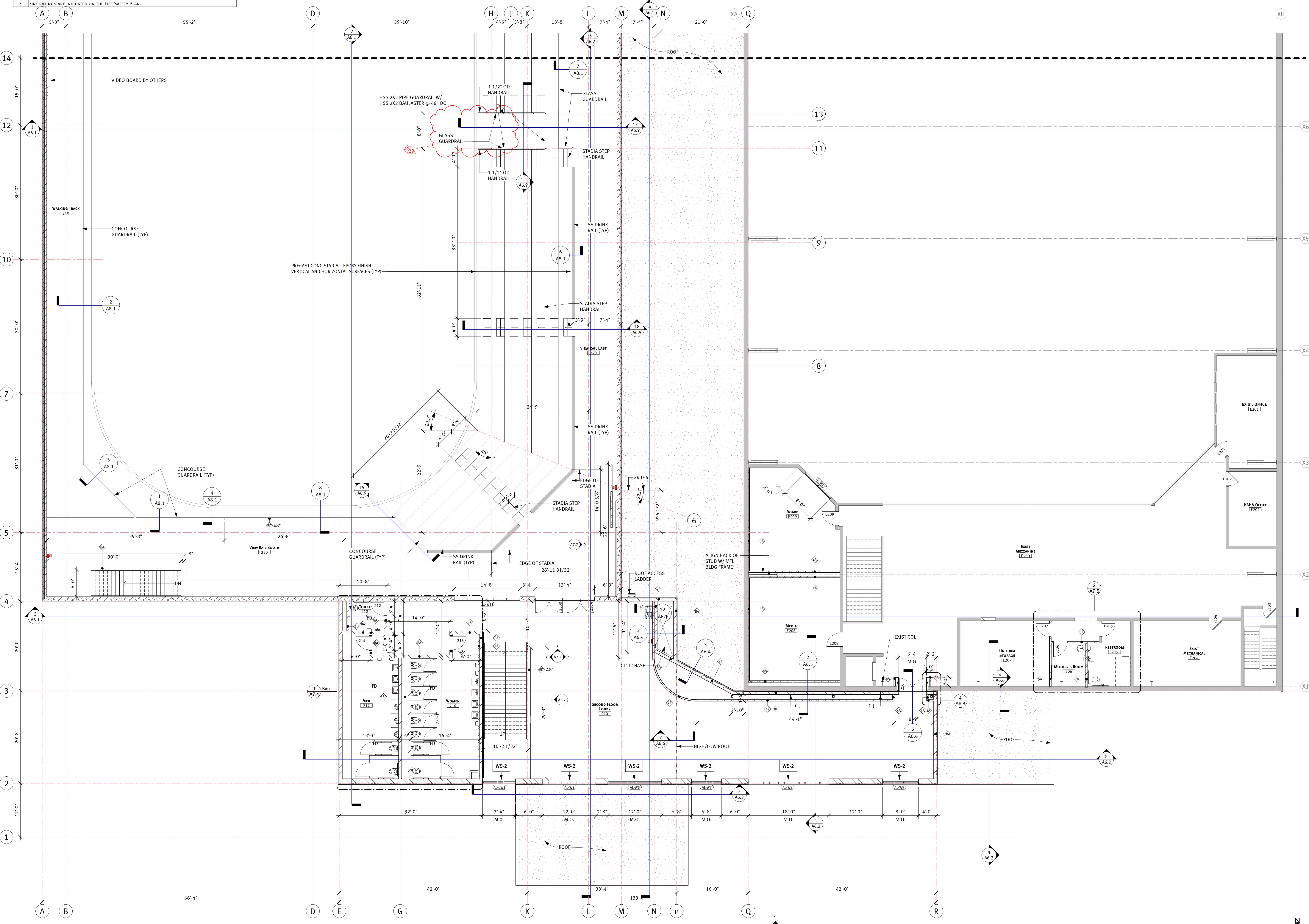
 signature:
 printed name: JOHN E. ERICKSON, NCARB, LEED AP
 reg #: 24199
 sign date: 06/14/2024

revision / issue	no.	date
BP#1 ADD	2	2024/05/17
BP#2 ADD	2	2024/07/09
ASI	3.1	2024/09/19
ASI	3.3	2024/09/26
ASI	4	2024/09/30
ASI	6	2024/10/02
ASI	13	2025/01/07
ASI	6.1	2025/01/06
ASI	29	2025/03/10


 SECOND FLOOR
 PLAN - AREA B

 sheet title:
 sheet number:
 A2.2B

FLOOR PLAN GENERAL NOTES	
DESCRIPTION	
A	INTERIOR DIMENSIONS ARE TO FINISHED FACE OF STUD WALL, FACE OF MASONRY WALLS, TO CENTERLINE OF COLUMNS OR TO OTHER GRID POINTS UNLESS OTHERWISE NOTED. DIMENSIONS LABELED AS CLEAR OR CLR INDICATE MINIMUM DISTANCE TO FINISHED FACE OF WALLS. DIMENSIONS ARE NOT TO CENTERLINE OF EXISTING WALLS IF APPLICABLE.
B	ALL INTERIOR DOOR FRAMES TO BE 4' FROM ADJACENT WALL OR CENTERED BETWEEN WALLS UNLESS OTHERWISE NOTED.
C	FURNITURE & EQUIPMENT SHOWN IS FOR REFERENCE ONLY AND IS NOT INCLUDED IN THE CONTRACT.
D	COORDINATE SIZE AND LOCATION OF ALL DUCT AND SHAFT OPENINGS IN WALLS AND FLOORS WITH MEP CONSULTANT.
E	FIRE RATINGS ARE INDICATED ON THE LIFE SAFETY PLAN.



NORTHSTAR FORD ARENA

4309 UGSTAD RD
HERMANTOWN, MN 55811

project #: 022058.00
date: 3/10/2025
drawn by: EVC, JMG, AR
checked by: EWL, JEE

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

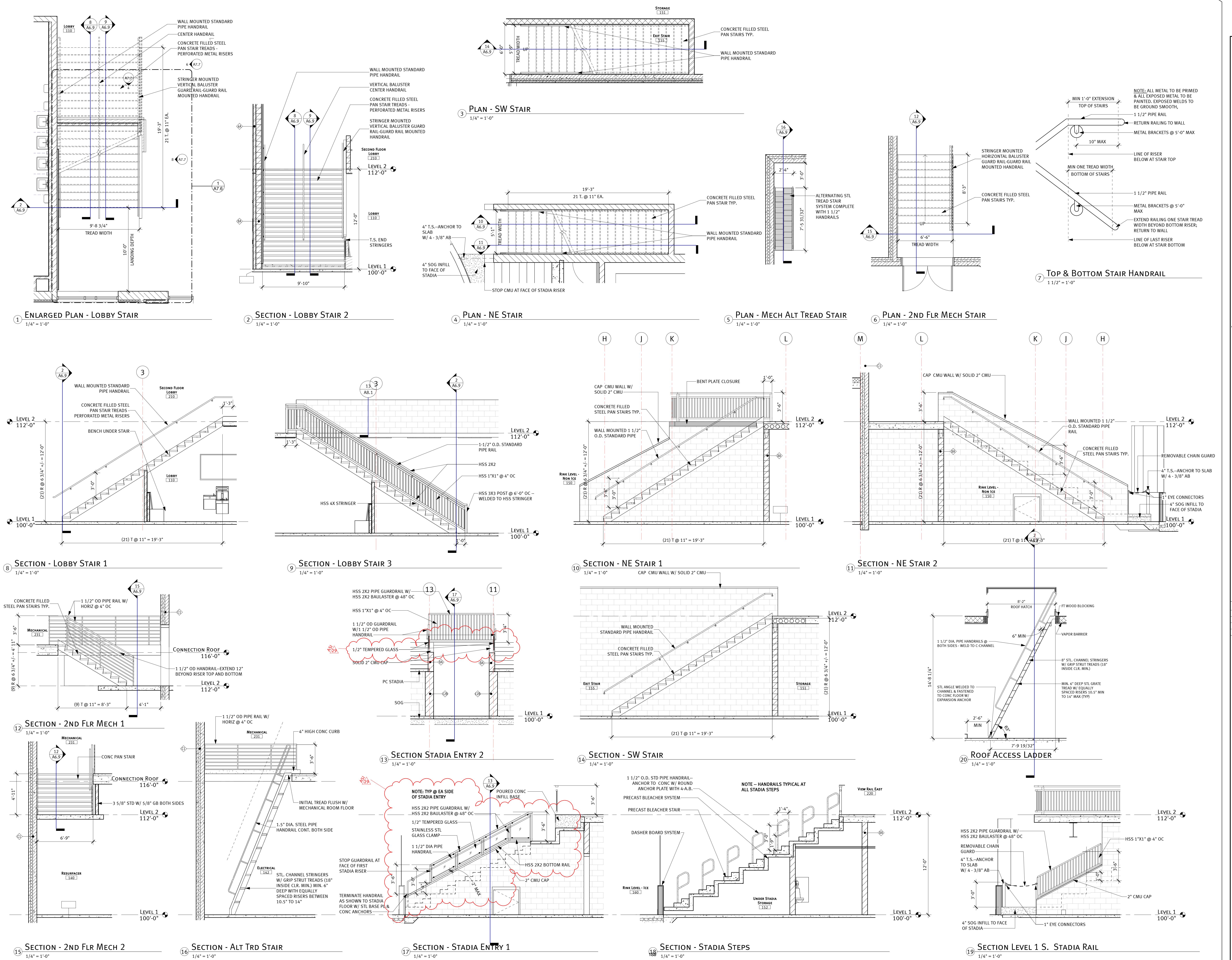
John E. Erickson

signature:
printed name: JOHN E. ERICKSON, NCARB, LEED AP
reg #: 24199
sign date: 06/14/2024

revision / issue	no.	date
BP1 ADD	2	2024/05/17
ASI	3.1	2024/09/19
ASI	4	2024/09/30
ASI	29	2025/03/10

STAIR PLANS & SECTIONS

sheet number: A6.9





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

April 15, 2025

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

Reference: Hermantown Hockey Arena Addition
KA Project No.: 2222026-
COR No. 100.00 ASI 32 Roof Access Door

Dear John:

In response to the above referenced COR No. 100.00, Kraus-Anderson Construction Company proposes to complete the necessary Work associated with ASI 32 Roof Access Door per attached documentation provided herein. Our cost to complete this additional work is an **ADD** of **FOUR THOUSAND SIX HUNDRED FIFTY-SEVEN AND 05 / 100 Dollars (\$4,657.05)**.

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



Project: Hermantown Hockey Arena Addition

Date:

Location: Hermantown, MN

COR: 100.00

Project Number: 2222026-

Project Manager: Max Vergeldt

Description: ASI 32 Roof Access Door

Phase Code	Description	Subcontractor Name	Material	Labor	Subcontractors	Est Totals
05.00000.00.	Steel Supply Change Orders	JRK Steel	0.00	0.00	3,176.92	3,176.92
05.1002.99.	Steel Install	Red Cedar Steel Erectors, Inc.	0.00	0.00	1,298.00	1,298.00
	Subtotal		0.00	0.00	4,474.92	4,474.92
01.5214.00.	Copy/Postage/Supplies	0.08%	3.58	0.00	0.00	3.58
01.5230.20.	Telephone - Mobile Phone	0.09%	3.80	0.00	0.00	3.80
01.7950.00.	Warranty Reserve	0.15%	6.72	0.00	0.00	6.72
90.9000.00.	Umbrella Liability Insurance	0.95%	42.99	0.00	0.00	42.99
91.2000.00.	Builders Risk	0.20%	9.03	0.00	0.00	9.03
92.1000.00.	Performance/Payment Bond	0.60%	26.93	0.00	0.00	26.93
	Subtotal		93.05	0.00	4,474.92	4,567.97
Fee		1.95%				89.08
Total Construction Costs						4,657.05

Proposal

JRK Steel Inc.



North Star Ford COR #10 | March 26, 2025

JRKSteel.com

Overview

Proposal overview

Project: North Star Ford COR #10
Location: Duluth, Mn
Valid until: 4/25/2025

Sections

Sections included

--- 2 Access Ladders

Items

Items included and not included

Included: Galvanizing
Included: Standard Delivery
Included: Fasteners (JRK Work Only)
Not Included: Installation
Not Included: Field Measurement

Price

Total price

Base Bid: \$2,920.64
Tax: \$256.29
Total: \$3,176.92

Terms

Terms & Conditions

--- Price is valid for 30 days
--- Change orders will not be delivered until approved to bill
--- Payment to JRK STEEL INC is the responsibility of the customer & is
--- NOT contingent upon payment from the owner. Payment is due for
--- all materials (Including Joist & Deck) Within 30 days of delivery.
--- This price is valid if Shop drawings are approved within 30 days of
--- submittal
--- Signed proposal is required if approved

Signature

Sign and return if approved

jared@jrksteel.com | (218)216-5075

5900 Main St, Duluth, MN 55807



Red Cedar Steel

4621 Domain Drive

Menomonie, WI 54751

Phone: 715-235-0618 Fax: 715-235-0610

AISC
CERTIFIED
ERECTOR

To: Kraus-Anderson
Email: allison.coffman@krausanderson.com
Phone: 218-722-3775

Job Name: Northstar Ford Arena
Job #: 24-3008
Date: 3/24/2025

Cost Impact Summary

Subject: PCO 100 RFI 32 Roof Access Door

LABOR	Hours	Rate	Total
Additional ladders door 231B access laders	8	\$ 120.00	\$ 960.00
		\$	-
		\$	-
		\$	-
		\$	-
EQUIPMENT	Hours	Rate	Total
Boom Lift		\$ 220.00	
		\$	-
		\$	-
		\$	-
MATERIAL	Qty	Rate	Total
OTHER	Qty	Rate	Total
Truck / Tools		\$ 200.00	\$ -
Subsistence		\$	-
Hotel		\$	-
		Subtotal	\$ 1,180.00
		Overhead & Profit	\$ 118.00
		Total Cost	\$ 1,298.00

Additional Comments:



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 #:	100
		Date:	03/20/2025
To:	Cameron Osterling, The Jamar Company Josh Gardow, Red Cedar Steel Erectors, Inc. Clay Witkofsky, TNT Construction Group, LLC Kyle Bruckelmyer, JRK Steel		

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 32 regarding the Roof Access Door.

Attachments: ASI 32 dated 3.19.25

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

Signed By: _____ Date: _____

Project Name **NorthStar Ford Arena**
Project No **022058.00**

Project Address **4309 Ugstad Road**
Owner **City of Hermantown**

Contractor Name **Kraus Anderson**

ASI No **32**

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

3/19/2025

ASI Title

Roof Access Door

ASI Description

Raises threshold of roof access door 231B to align with roofing membrane.

A2.2A Second Floor Plan - Area A

1. 1/A2.2A: ADDED roof access stair at door 231B and section tag 21/A6.9.

A6.8 Wall Details

1. 16/A6.8: REVISED dimension.

A6.9 Stair Plans & Sections

1. ADDED detail 21/A6.9.

ASI Attachments

1  022058.00 ASI 32 ARCH.pdf

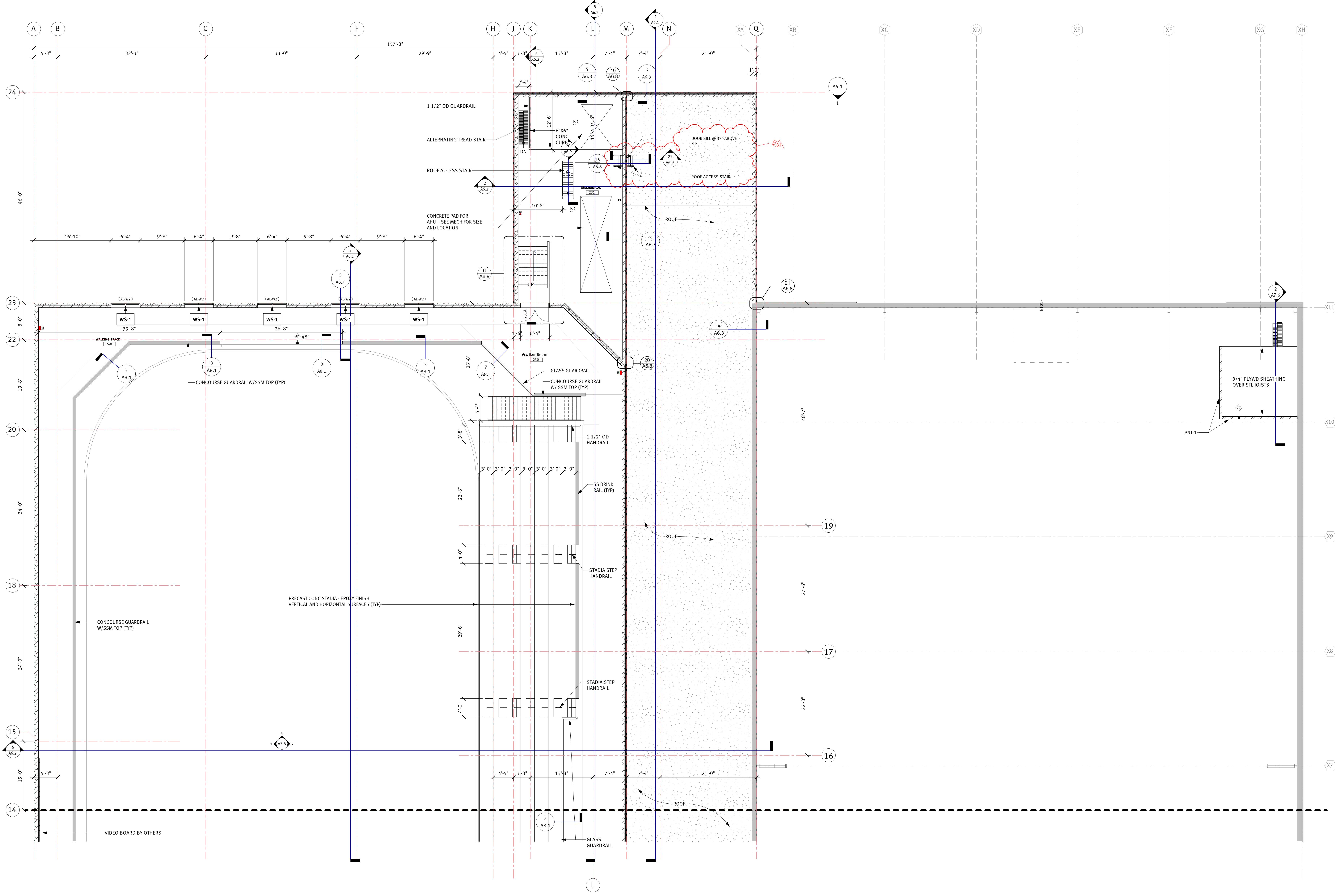
2

3

FLOOR PLAN GENERAL NOTES

DESCRIPTION

- | | |
|---|---|
| A | INTERIOR DIMENSIONS ARE TO FINISHED FACE OF STUD WALL, FACE OF MASONRY WALLS, TO CENTERLINE OF COLUMNS OR TO OTHER GRID POINTS UNLESS OTHERWISE NOTED. DIMENSIONS LABELED AS CLEAR OR CLR INDICATE MINIMUM DISTANCE TO FINISHED FACE OF WALLS. DIMENSIONS ARE TO FINISHED FACE OF EXISTING WALLS IF APPLICABLE. |
| B | ALL INTERIOR DOOR FRAMES TO BE 4" FROM ADJACENT WALL OR CENTERED BETWEEN WALLS UNLESS OTHERWISE NOTED. |
| C | FURNITURE & EQUIPMENT SHOWN IS FOR REFERENCE ONLY AND IS NOT INCLUDED IN THE CONTRACT. |
| D | COORDINATE SIZE AND LOCATION OF ALL DUCT AND SHAFT OPENINGS IN WALLS AND FLOORS WITH MEP CONSULTANT. |
| E | FIRE RATINGS ARE INDICATED ON THE LIFE SAFETY PLAN. |



NORTHSTAR FORD ARENA

4309 UGSTAD Rd
HERMANTOWN, MN 55811

project #: 022058.00

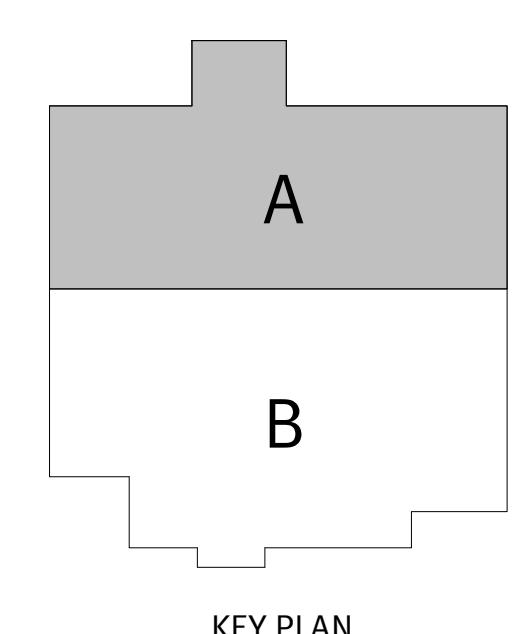
date: 3/19/2025

drawn by: EVC, JMG, AR

checked by: EWL, JEE

signature: 
printed name: JOHN E. ERICKSON, NCARB, LEED AP
reg. #: 24199
sign date: 06/14/2024

<i>revision / issue</i>	<i>no.</i>	<i>date</i>
BP#1 ADD	2	2024/05
BP#2 ADD	2	2024/07
ASI	3.1	2024/09
ASI	4	2024/09
ASI	10	2024/11
ASI	30	2025/03
ASI	31	2025/03
ASI	32	2025/03



SECOND FLOOR PLAN - AREA A

*sheet
number:*

NORTHSTAR FORD ARENA

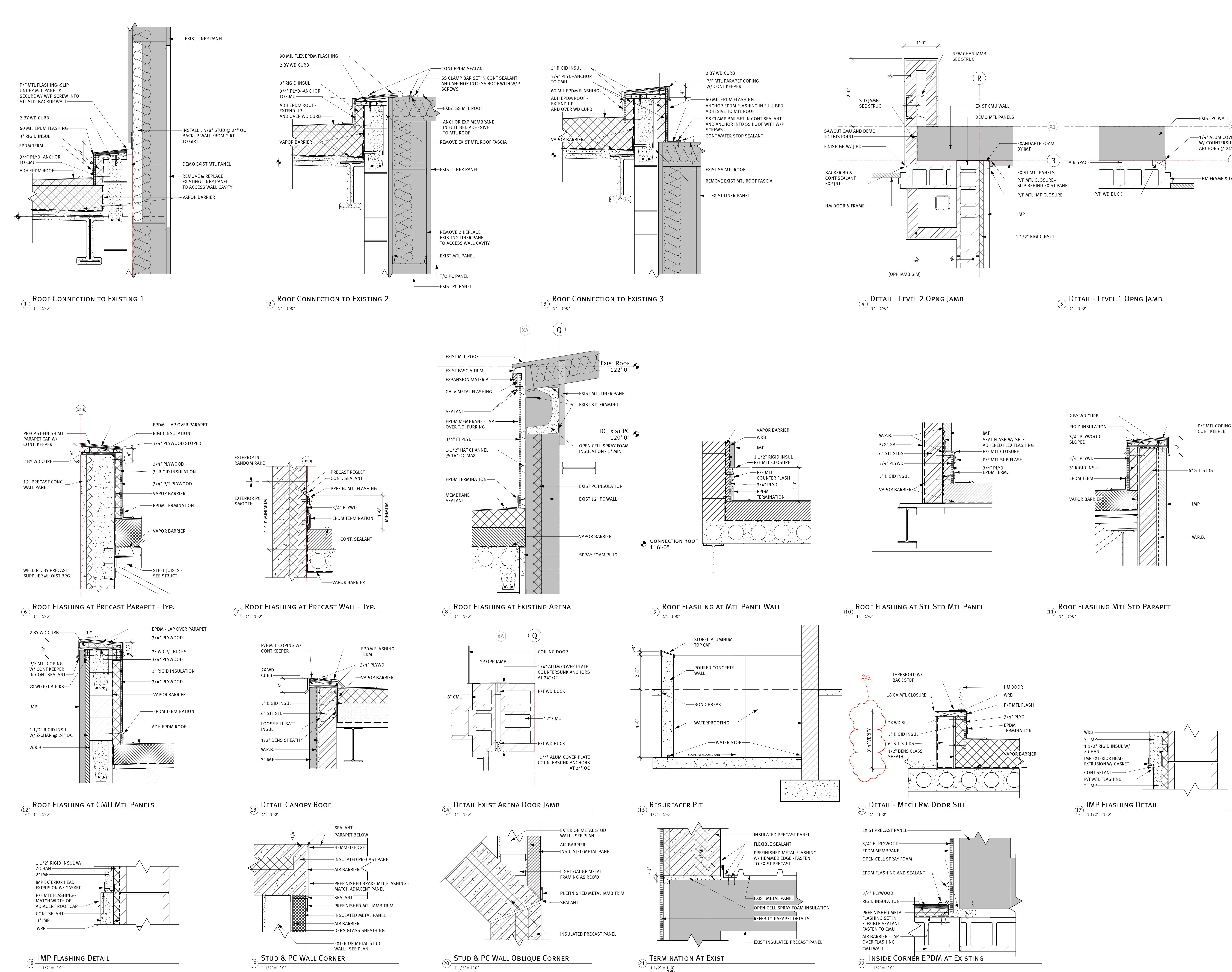
4309 UGSTAD RD
HERMANTOWN, MN 55811

project #: 022058.00
date: 3/19/2025
drawn by: EVC, JMG, AR
checked by: EWL, JEE

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.

signature: 
printed name: JOHN E. ERICKSON, NCARB, LEED AP
name:
reg. #: 24199
sign date: 06/14/2024

<i>revision / issue</i>	<i>no.</i>	<i>date</i>
ASI	4	2024/09
ASI	8	2024/10
ASI	16	2024/12
ASI	31	2025/03
ASI	32	2025/03



**NORTHSTAR
FORD ARENA**

4309 UGSTAD RD
HERMANTOWN, MN 55811

project #: 022058.00
date: 3/19/2025
drawn by: EVC, IMG, AR
checked by: EWL, JEE

I hereby certify that this plan, *Stair Plans & Sections*, 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

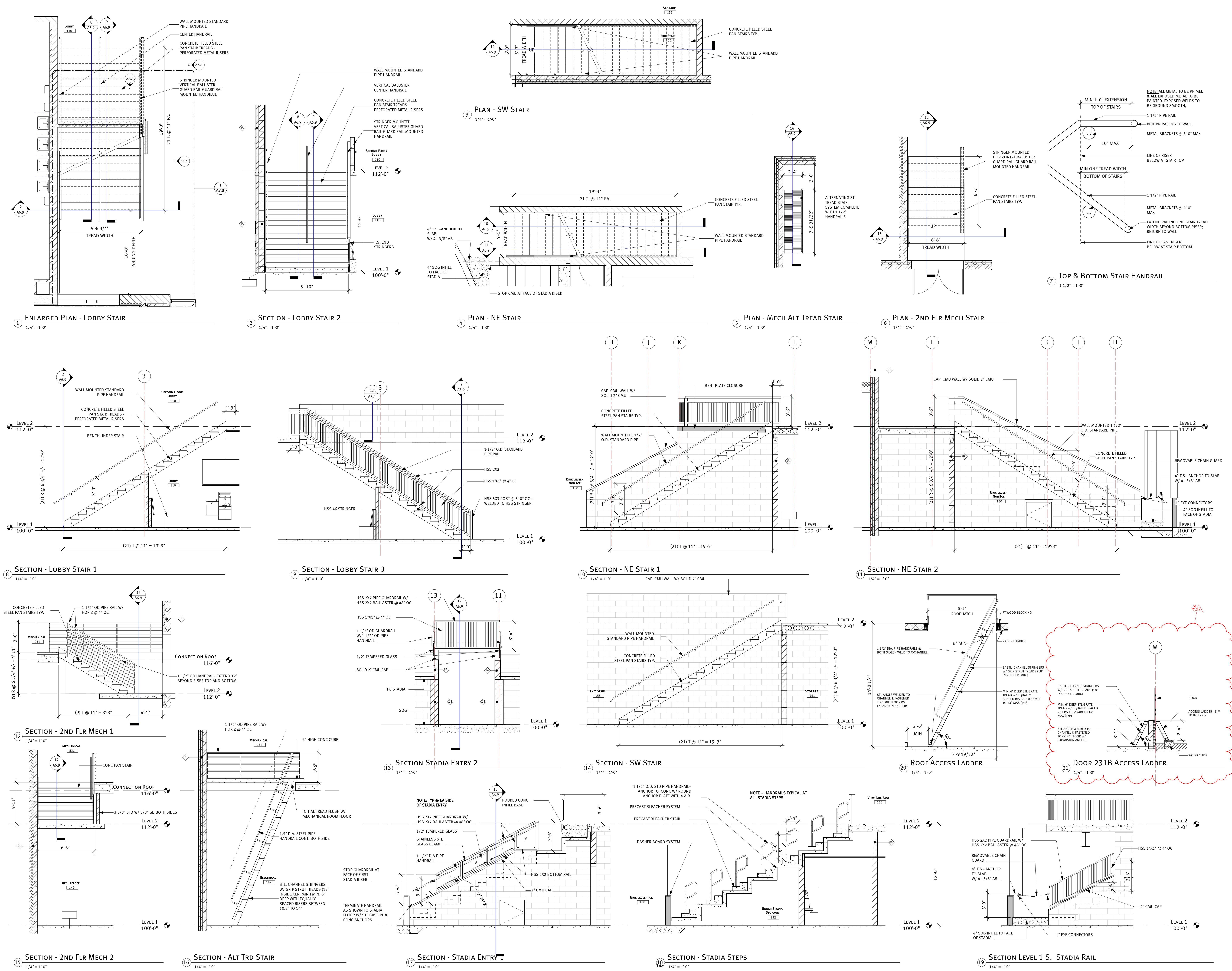
signature:
printed name: JOHN E. ERICKSON, NCARB, LEED AP
reg #: 24199
sign date: 06/14/2024

revision / issue	no.	date
BP1 ADD	2	2024/05/17
ASI	3.1	2024/09/19
ASI	4	2024/09/30
ASI	29	2025/03/10
ASI	32	2025/03/19

STAIR PLANS &
SECTIONS

sheet title:
sheet number:

A6.9



Resolution No. 2025-81

Resolution Approving Pay Request Number 11 For The NorthStar Ford Arena To Kraus-Anderson Construction Company In The Amount Of \$2,490,592.60

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. 11 for Labor & Services, and Tax-Exempt material as shown below, and

Invoice Number	Item	Amount
70398	Labor & Services	\$1,678,403.23
70400	Tax Exempt Material	\$812,189.37
	Total	\$2,490,592.60

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. 11 is hereby approved.
2. The City is hereby authorized and directed to pay to Kraus-Anderson Construction Company Kraus Anderson the sum of \$2,490,592.60 which is the amount represented on Pay Request No. 11 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 May 5, 2025.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 70398

To Owner:

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

Project Number - Project Description:

2222026- Hermantown Hockey Arena Addition

Application No.:

11

Distribution to :

Owner
Architect
Contractor

From Contractor:

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

Via Architect:

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

Period To: 4/30/2025

Project Ref Nos:

Labor, April 2025

Contract Date:**Contract For:****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	\$583,405.47
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$13,638,995.47
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$7,584,826.88
5. RETAINAGE:	
a. 4.84% of Completed Work (Column D + E on G703)	\$367,178.77
b. 0.00% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$367,178.77
6. TOTAL EARNED LESS RETAINAGE	\$7,217,648.11
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	\$5,539,244.88
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$1,678,403.23
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(line 3 less Line 6)	\$6,421,347.36

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

DocuSigned by:
By: 
38DF18733C124B0...

Date: 4/28/2025

State of: Minnesota

County of: Hennepin

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

Notary Public: 
DocuSigned by:
By: 
445555ED4D9E16492...
My Commission expires: 1/31/2029

**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 \$1,678,403.23

(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:Signed by: 

By: _____ Date: _____

4/30/2025 | 8:53 AM 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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$360,299.38	\$0.00
Total Approved this Month	\$223,106.09	\$0.00
TOTALS	\$583,405.47	\$0.00
Net Changes By Change Order	\$583,405.47	

CONTINUATION SHEET

Invoice # :

70398

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. : 11

Application Date : 4/28/2025

Period To:

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage (If Variable Rate)
			From Previous Application (D+E)	This Period In Place					
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	274,827.81	178,816.96	59,767.48	0.00	238,584.44	86.81%	36,243.37	11,929.22
105-L	Concrete	695,189.52	398,939.18	100,059.34	0.00	498,998.52	71.78%	196,191.00	24,949.93
110-L	Structural Precast	159,342.58	159,342.58	0.00	0.00	159,342.58	100.00%	0.00	7,967.13
115-L	Architectural Precast	115,541.42	107,831.65	0.00	0.00	107,831.65	93.33%	7,709.77	5,391.59
120-L	Masonry	609,338.21	539,323.71	10,083.00	0.00	549,406.71	90.16%	59,931.50	27,470.34
124-L	Steel Supply - Change Orders	15,745.97	0.00	0.00	0.00	0.00	0.00%	15,745.97	0.00
125-L	Steel Erection	428,538.26	314,029.21	19,481.00	0.00	333,510.21	77.83%	95,028.05	16,675.52
130-L	Foundation Insulation & Waterproofing	25,950.00	21,000.00	0.00	0.00	21,000.00	80.92%	4,950.00	1,050.00
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	0.00	0.00	0.00	0.00%	2,716.39	0.00
135-L	Site Clearing & Earthwork	1,212,280.90	956,598.80	5,900.00	0.00	962,498.80	79.40%	249,782.10	48,124.96
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	187,292.00	84,253.00	3,575.00	0.00	87,828.00	46.89%	99,464.00	4,391.40
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	32,985.42	6,120.60	0.00	0.00	6,120.60	18.56%	26,864.82	306.03
160-L	Metal Panels	249,400.00	0.00	0.00	0.00	0.00	0.00%	249,400.00	0.00
165-L	Roofing	858,010.00	621,482.34	0.00	0.00	621,482.34	72.43%	236,527.66	31,074.12
170-L	Applied Fireproofing	19,237.01	8,659.61	0.00	0.00	8,659.61	45.02%	10,577.40	432.98
174-L	Doors, Frames & Hardware - Change Orders	8,217.89	0.00	0.00	0.00	0.00	0.00%	8,217.89	0.00
175-L	Joint Sealants	25,695.00	0.00	0.00	0.00	0.00	0.00%	25,695.00	0.00
180-L	Specialty Doors	10,063.00	0.00	7,435.50	0.00	7,435.50	73.89%	2,627.50	371.78
185-L	Aluminum Frames & Glaizing	97,907.00	0.00	0.00	0.00	0.00	0.00%	97,907.00	0.00
190-L	Drywall	181,962.00	12,240.90	51,766.70	0.00	64,007.60	35.18%	117,954.40	3,200.39
195-L	Tile	151,785.55	0.00	0.00	0.00	0.00	0.00%	151,785.55	0.00
200-L	Ceilings & Acoustical Treatment	59,386.00	0.00	0.00	0.00	0.00	0.00%	59,386.00	0.00
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	163,144.00	0.00	0.00	0.00	0.00	0.00%	163,144.00	0.00
224-L	Specialties - Change Orders	1,562.36	0.00	200	0.00	0.00	0.00%	1,562.36	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 # :

70398

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. : 11

Application Date : 4/28/2025

Period To:

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage (If Variable Rate)
			From Previous Application (D+E)	This Period In Place					
230-L	Athletic Equipment	77,177.30	0.00	0.00	0.00	0.00	0.00%	77,177.30	0.00
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	259,100.00	1,042,061.21	0.00	1,301,161.21	61.22%	824,340.00	65,058.06
250-L	Fire Suppression	109,455.00	0.00	0.00	0.00	0.00	0.00%	109,455.00	0.00
255-L	Combined Mechincal	1,381,447.04	490,499.06	227,880.73	0.00	718,379.79	52.00%	663,067.25	35,919.00
260-L	Controls	82,539.00	15,925.27	9,960.33	0.00	25,885.60	31.36%	56,653.40	1,294.28
265-L	Electrical	838,904.72	275,624.33	78,216.00	0.00	353,840.33	42.18%	485,064.39	17,692.02
270-L	General Conditions	742,826.61	365,312.67	30,320.49	0.00	395,633.16	53.26%	347,193.45	17,863.63
275-L	Site Services	1,307,935.87	521,393.76	69,859.72	0.00	591,253.48	45.21%	716,682.39	28,336.63
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	68,448.83	66,066.00	0.00	0.00	66,066.00	96.52%	2,382.83	1,884.80
290-L	Umbrella Liability Insurance	128,717.74	59,359.76	14,301.98	0.00	73,661.74	57.23%	55,056.00	3,302.22
295-L	Builder's Risk Insurance	23,266.17	10,940.83	1,943.97	0.00	12,884.80	55.38%	10,381.37	573.30
300-L	Warranty Reserve	18,198.22	11,689.03	0.00	0.00	11,689.03	64.23%	6,509.19	531.45
305-L	KA Contingency	332,943.33	0.00	0.00	0.00	0.00	0.00%	332,943.33	0.00
310-L	KA Fee	261,043.69	110,555.18	34,127.81	0.00	144,682.99	55.42%	116,360.70	6,467.32
Grand Totals		13,638,995.47	5,818,086.62	1,766,740.26	0.00	7,584,826.88	55.61%	6,054,168.59	367,178.77



KRAUS-ANDERSON®
Construction Company

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

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:

202 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

Handwritten signature of Logan Carter.

Logan Carter
Controller

Handwritten signature of Ryan Szarzynski.

Ryan Szarzynski
Accounting Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 70400

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

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

Application No. :

Distribution to :
Owner
Architect
Contractor

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

Via Architect:
DSGW Architects
2 West First Street, Suite 200
Duluth MN 55802

Period To: 4/30/2022

Project Ref Nos

Contract Date

Tax-Exempt Materials, April 2025

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	.....	\$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)	.....	\$5,379,885.90
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	.....	\$5,379,885.90
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	.....	\$4,567,696.50
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	.....	\$812,189.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE	.....	\$2,448,902.10
(line 3 less Line 6)		

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.

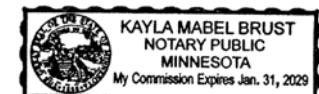
CONTRACTOR: Kraus-Anderson Construction Company

By: _____
Dan Markham Date: 4/28/2025

State of: Minnesota

County of: Hennep

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



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 \$812,189.3

(Attach explanation if amount certified differs from the amount applied. Initial Continuation Sheet that are changed to conform with the amount certified.)

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	

ARCHITECT: _____
By: _____

4/30/2025 | 8:53 AM 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 # :

70400

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. : 11

Application Date : 4/28/2025

Period To: 4/30/2025

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A	B	C	D		F	G		H	I
			Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date (G / C)		
(Not in D or E) (D+E+F)									
Item No.	Description of Work		From Previous Application (D+E)	This Period In Place					
105-M	Concrete - Materials Only	240,603.00	156,603.00	30,000.00	0.00	186,603.00	77.56%	54,000.00	0.00
110-M	Structural Precast - Materials Only	351,876.00	327,088.52	0.00	0.00	327,088.52	92.96%	24,787.48	0.00
115-M	Architectural Precast - Materials Only	777,427.00	762,198.10	0.00	0.00	762,198.10	98.04%	15,228.90	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	921,583.00	0.00	0.00	921,583.00	89.34%	110,000.00	0.00
130-M	Foundation Insulation & Waterproofing - Materials Only	10,683.00	8,000.00	0.00	0.00	8,000.00	74.89%	2,683.00	0.00
132-M	Mechanical Equipment - Material Only	697,645.00	118,840.00	493,426.00	0.00	612,266.00	87.76%	85,379.00	0.00
134-M	Electrical Equipment - Materials Only	165,308.00	127,808.00	0.00	0.00	127,808.00	77.32%	37,500.00	0.00
135-M	Site Clearing & Earthwork - Materials Only	234,221.00	222,060.58	0.00	0.00	222,060.58	94.81%	12,160.42	0.00
145-M	Carpentry - Materials Only	30,290.00	24,000.00	0.00	0.00	24,000.00	79.23%	6,290.00	0.00
155-M	Weather Barrier - Materials Only	21,744.00	4,348.80	0.00	0.00	4,348.80	20.00%	17,395.20	0.00
160-M	Metal Panels - Materials Only	221,600.00	0.00	0.00	0.00	0.00	0.00%	221,600.00	0.00
165-M	Roofing - Materials Only	485,160.00	435,000.00	0.00	0.00	435,000.00	89.66%	50,160.00	0.00
170-M	Applied Fireproofing - Materials Only	2,000.00	0.00	2,000.00	0.00	2,000.00	100.00%	0.00	0.00
173-M	Doors, Frames & Hardware - Materials Only	133,605.00	13,158.00	0.00	0.00	13,158.00	9.85%	120,447.00	0.00
180-M	Specialty Doors - Materials Only	41,055.00	0.00	41,055.00	0.00	41,055.00	100.00%	0.00	0.00
185-M	Aluminum Frames & Glazing - Materials Only	163,338.00	17,477.00	69,654.00	0.00	87,131.00	53.34%	76,207.00	0.00
190-M	Drywall - Materials Only	35,592.00	7,118.40	14,236.80	0.00	21,355.20	60.00%	14,236.80	0.00
195-M	Tile - Materials Only	32,885.00	0.00	0.00	0.00	0.00	0.00%	32,885.00	0.00
200-M	Ceilings & Acoustical Treatment - Materials Only	71,494.00	2,620.00	0.00	0.00	2,620.00	3.66%	68,874.00	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	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
223-M	Specialties - Materials Only	56,040.00	300.00	0.00	0.00	300.00	0.54%	55,740.00	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	0.00	0.00	0.00	0.00	0.00%	301,202.00	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	5,000.00	0.00	0.00	5,000.00	4.77%	99,835.00	0.00
245-M	Ice Rink - Materials Only	85,249.00	30,575.00	33,362.00	0.00	63,937.00	75.00%	21,312.00	0.00
250-M	Fire Suppression - Materials Only	50,476.00	0.00	12,619.00	0.00	12,619.00	25.00%	37,857.00	0.00
255-M	Combined Mechanical - Materials Only	1,274,740.00	708,988.75	204,385.20	0.00	752,373.95	59.02%	522,366.05	0.00
260-M	Controls - Materials Only	61,730.00	50,001.30	6,790.30	0.00	56,791.60	92.00%	4,938.40	0.00

CONTINUATION SHEET

Invoice # :

70400

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. : 11

Application Date : 4/28/2025

Period To: 4/30/2025

Project Ref Nos.:

Contract : 2222026- Hermantown Hockey Arena Addition

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage (If Variable Rate)
			From Previous Application (D+E)	This Period In Place					
265-M	Electrical - Materials Only	420,479.00	178,779.00	40,985.00	0.00	219,764.00	52.27%	200,715.00	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	35,938.53	9,534.65	0.00	45,473.18	61.14%	28,900.82	0.00
295-M	Builder's Risk Insurance - Materials Only	13,308.84	8,937.29	208.54	0.00	9,145.83	68.72%	4,163.01	0.00
310-M	KA Fee - Materials Only	149,742.00	86,508.10	14,932.88	0.00	101,440.98	67.74%	48,301.02	0.00
205									
	Grand Totals	7,828,788.00	4,567,696.53	812,189.37	0.00	5,379,885.90	68.72%	2,448,902.10	0.00



KRAUS-ANDERSON®
Construction Company

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

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:

20th 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

A handwritten signature in black ink, appearing to read 'Logan Carter'.

Logan Carter
Controller

A handwritten signature in black ink, appearing to read 'Ryan Szarzynski'.

Ryan Szarzynski
Accounting Manager