

City of Litchfield  
Historic Preservation Commission  
**Special Agenda**  
Thursday, November 6, 2014 6:30pm  
126 Marshall Avenue North

**1. Call to order**

- a. Roll Call/ Determination of Quorum

**2. Public Hearing(s) 215 N Sibley**

- a. Open public hearing
- b. Declaration of Conflict of Interest or ex-parte
- c. Review of Proper Notification
- d. Introduction of Completed Application by Commission
- e. Presentation by Applicant or Designee
- f. Comments from Other Interested Parties
- g. Closure of Public Hearing, with option question applicant or parties
- h. Action on due process
- i. Checklist
- j. Findings of Fact
- k. Action on the application by the Commission

Approved (as submitted, as amended, with conditions, in concept)

Defer (more information needed by Applicant or Commission)

Deny

**3. Adjournment**

**Certificate of Appropriateness Application**  
City of Litchfield

Applicant Information

Name: Grubbs Coop.  
Address: 327 N Holcombe  
Litchfield MN  
Phone: \_\_\_\_\_  
\_\_\_\_\_

Owner Information ( \_\_ Same)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
\_\_\_\_\_

Property

Address: 215 North Sibley  
Date Constructed: 1894

Parcel ID Number: 27-0748000  
Current Use: VACANT

National Register: Property No.    Yes  Date \_\_\_\_\_  
District No.    Yes  Date \_\_\_\_\_  
Contributing  Non-contributing \_\_\_\_\_  
Local Designation: Property No.    Yes  Date \_\_\_\_\_  
District No.    Yes  Date \_\_\_\_\_

Define the approximate year and alterations that have been done to the property. Please site source of data and include pictures if possible. Store front remodeled 1960  
Hpc Property History  
\_\_\_\_\_  
\_\_\_\_\_

Construction Information

Architect: \_\_\_\_\_ License Number: \_\_\_\_\_  
Builder: \_\_\_\_\_ License Number: \_\_\_\_\_  
Electrician: \_\_\_\_\_ License Number: \_\_\_\_\_  
Plumber: \_\_\_\_\_ License Number: \_\_\_\_\_

- Alteration of an existing building ( siding, windows, roof, doors, deck, porch)
- Addition to an existing building (also includes ramps, stairs)
- Demolition of a building or portion of a building ( porch, chimney, trim)
- Construction of a new building
- Repair or restoration of an existing building that will not change its appearance
- Signage or lighting on the exterior of the building
- Moving a building or a portion of a building
- Other \_\_\_\_\_

**Certificate of Appropriateness Application**

**Scope of Work Form**

City of Litchfield

Address: 215 No Sober Parcel ID Number: 27-0749000 Date: \_\_\_\_\_

Detailed descriptions of work that includes site work, new construction, alterations, painting, etc.

May use additional pages if necessary.

Number: 1 Architectural feature: Front Porch Approximate date of feature: 1894

Photo number: 1 Drawing number: 1

Describe existing feature and its condition: South colon crumbling and pulling away from building

Describe work and impact on existing feature: Shave up upper portion of brick and remove and replace brick south side of entry

Number: 2 Architectural feature: \_\_\_\_\_ Approximate date of feature: \_\_\_\_\_

Photo number: \_\_\_\_\_ Drawing number: \_\_\_\_\_

Describe existing feature and its condition: wood siding on south wall removed and soffit above entry

Describe work and impact on existing feature: \_\_\_\_\_

Number: \_\_\_\_\_ Architectural feature: \_\_\_\_\_ Approximate date of feature: \_\_\_\_\_

Photo number: \_\_\_\_\_ Drawing number: \_\_\_\_\_

Describe existing feature and its condition: \_\_\_\_\_

Describe work and impact on existing feature: \_\_\_\_\_

Number: \_\_\_\_\_ Architectural feature: \_\_\_\_\_ Approximate date of feature: \_\_\_\_\_

Photo number: \_\_\_\_\_ Drawing number: \_\_\_\_\_

Describe existing feature and its condition: \_\_\_\_\_

Describe work and impact on existing feature: \_\_\_\_\_

**The applicant hereby acknowledges and understands the following requirements:**

1. No application for a Certificate for Appropriateness will be presented to the Historic Preservation Commission for review until the applicant has submitted all requested information to the City staff.
2. If the owner(s) of record does not intend to appear in person before the Historic Preservation Commission, the owner(s) must submit a letter to the City staff authorizing an agent to apply for the Certificate of Appropriateness for the proposed work *prior* to the public meeting scheduled to consider the application.
3. The applicant is hereby advised and agrees that no work affecting the exterior of the structure and requiring a City permit may proceed until the Historic Preservation Commission has issued a Certificate of Appropriateness approving the said work.
4. Applications shall be reviewed using the following criteria:
  - Design criteria as adopted for a relevant district/landmark.
  - Secretary of the Interior Standards for Rehabilitation as adopted by the Litchfield Historical Preservation Commission.
5. Historic Preservation Commission and Certificate of Appropriateness approval does not relieve the applicant from applying for and receiving all needed City permits. The applicant must contact the City of Litchfield to apply for the necessary permits *prior* to the beginning of any work and within six months of the issuance of this Certificate of Appropriateness. Failure to do so renders this invalid.
6. If approved, the Certificate of Appropriateness will be good for a period of six months from the date of issuance. Certificates can be extended for an additional six months by requesting an extension, in writing to the Litchfield Historic Preservation Commission, *prior* to the expiration.
7. If the Historic Preservation Commission denies the application for a Certificate of Appropriateness, the applicant may file a written appeal to the City Council within 10 calendar days. Appeals should be directed to the Code Enforcement Officer.
8. *In the event work has been completed without the required Certificate of Appropriateness, the applicant and persons performing the work shall be prosecuted to the fullest extent of the law.*

Signature of Applicant (owner):

*Maria Subrad*

Date:

*11/3/14*

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For Office Use Only

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Required for all projects:

- Complete and signed application
- Photos of affected areas
- Sketches and elevations
- Material and design specifications
- Product information
- Other \_\_\_\_\_

Date Received: *11/3/14*

Received by: *J. T. [Signature]*

Date of HPC action: \_\_\_\_\_

Date of Council action: \_\_\_\_\_



## Technical Memorandum

Date: October 8, 2014  
To: Mr. Pat Athman- Farm Bureau Financial Services (Farm Bureau)  
From: Mr. Tom G. Peterson, P.E. - Pie Consulting & Engineering (Pie)  
Subject: Claim #22-59070: Gubrud Corporation- MN714199.00 (000)

Dear Mr. Athman:

In accordance with your request on behalf of Farm Bureau on September 19, 2014, Pie observed the site and reviewed information on the above-noted claim. The purpose and scope of the investigation was as follows:

- A. Travel to and from the site in Litchfield, Minnesota.
- B. Observe brick facade on building to determine cause of damage.
- C. Provide verbal and written report of findings.

Background information regarding the claim is as follows:

- A. The property under review is a business establishment located in downtown Litchfield, Minnesota. The business faces south onto North Sibley Avenue and is bounded by adjacent retail buildings on the east and west sides.
- B. The original structure was built in 1894 as a part of the initial downtown development.
- C. The insured owns the building at 215 North Sibley Avenue as well as several adjacent properties.
- D. According to information provided, repairs to the street and to public utilities in front of the insured's building began and were completed during the spring of 2014.
- E. The insured claims damage to the brick façade on his building's front elevation as a result of the repair work performed on North Sibley Avenue.
- F. Pie was subsequently retained by Farm Bureau to investigate this matter.

On Monday, September 29, 2014, Pie visited the property, met with the insured and observed the following:

- A. The building is a two-story structure with retail space on the main floor level and living quarters on the second floor. There is a basement below the full footprint of the main level.
- B. The front elevation of the structure is clad with brick masonry veneer or the wall is constructed of full wythe brick.

### CORPORATE HEADQUARTERS

6275 Joyce Drive, Suite 200 - Arvada, CO 80003-2941

303.553.0177 (toll) 1.866.552.5246 (nationwide) 303.553.0178 (fax)

[www.pieglobal.com](http://www.pieglobal.com)

Colorado · Minnesota · Texas · Florida · Arizona · Tennessee · Wyoming

- C. Additional retail buildings abut the insured's building on each side and are similarly constructed of brick masonry or clad with brick masonry veneer.
- D. The area of sidewalk in front of the insured's building is cordoned off with barriers and caution tape.
- E. The insured's storefront width is approximately 24-feet. The storefront is recessed 4-feet from the exterior face of the brick wall or veneer above.
- F. The elevation of the return soffit above the entry is approximately 16-feet.
- G. Brick columns are located at the east and west ends of the storefront area and aligned with the brick above. The brick column at the west edge is measured as 20-inches by 16-inches. Although this column remains generally in place, it is severely damaged. The damage is most severe near the base with separation from the balance of the wall and loose or broken brick units.
- H. Access was provided above the exterior soffit return for observation of the framing system at that elevation:
  - 1. A steel beam spans parallel to the length of the storefront and is supported by the brick columns on either end. The steel beam aligns with and supports the brick masonry wall above.
  - 2. At approximately 6-inches toward the exterior from the storefront system, a wood framing member spans parallel to the storefront and is supported by the return walls at the east and west ends. It is expected that this member is a part of the second floor support system.
- I. From the exterior at ground elevation, no damage to brick on the front elevation that is consistent with the damage at the column is evident. The condition of the balance of the brick masonry is as would be expected for a structure of this age and use.
- J. The interior of the retail space was accessed for review. No damage to interior finishes such as ceilings and drywall is evident.
- K. The basement was accessed for review of the support conditions with particular attention given to the corner support below the damaged column at the main level. Other than general and expected deterioration of the masonry due to age and use, no damage consistent with the condition of the column above was observed.

Based on review of the information provided and on our site observations, the following analysis is provided:

- A. The steel beam at the soffit elevation that is aligned with the brick masonry exterior is a load carrying member. It supports the dead load of the brick above. The steel beam spans between and is supported by the brick columns at either end of the storefront area. The brick column at the west end is damaged to the extent that it requires reinforcement or replacement. The damage observed is consistent with impact loading or vibration effects which reasonably could be caused by construction activity.
- B. The timber framing element just outside of the storefront at the soffit elevation is a load carrying member of the second floor framing system. This member spans between the return walls at the east and west ends of the structure. Due to the location and the

- architectural finishes, it cannot be specifically determined at this time whether or not the support condition at each end has been compromised. This can be further investigated during the repair phase. It is expected that minor remedial work for the support condition will be required at each end of the timber element.
- C. The damage to the brick column at the west end of the entry area structure is such that temporary shoring support should be implemented until final repairs can be completed. Shoring should be provided along the entire length of the storefront under the steel beam and under the single timber framing member that is located just outside of the storefront. Since the basement extends under the exterior sidewalk area where the shoring will be located, the shoring system must be extended into the basement directly below the sidewalk area impacted.
  - D. General tuck pointing of the remaining masonry is recommended as a maintenance initiative. This effort should be coordinated with the local historical preservation authority.

Based on review of the available information, the following is concluded:

- A. It is Pie's determination, based on a reasonable degree of engineering certainty that construction activity in the immediate area of the business located at 215 North Sibley Avenue is causal to the damage observed at the brick masonry column at the western edge of the storefront area. Based on the structural elements visible, the damage is limited to the 20-inch wide by 16-inch deep by 16-foot tall column element. The structural integrity of the balance of the return walls and the brick column at the east end in the storefront area should be confirmed during remediation efforts.
- B. Repair of the single brick column is required to return the structure to its pre-event condition and provide the necessary support for the brick masonry above. The repair may be accomplished without affecting the balance of the building structure.
- C. The column repair will require that the steel beam and timber floor framing element be temporarily shored to relieve the loading from the column element. It is recommended that shoring proceed as soon as possible.

Shoring recommendations are as follows:

- A. At the sidewalk elevation provide the following:
  - 1. The plan view of the shoring layout will encompass approximately 16-feet in length between the planter and the stairway by 6-feet in width from the storefront to outside of the plane of the brick façade.
  - 2. The shoring is to be placed directly under and support the steel beam at the edge of the soffit and the timber element just outside of the storefront. The height will be approximately 16-feet.
  - 3. The total load to be supported is 60 kips. The bulk of the load will be at the steel beam location. It is recommended that a minimum of eight (8) shoring posts with a capacity of 10 kips each be provided.
  - 4. It is recommended that the outside line of shoring posts be aligned with the foundation wall of the basement below or be on a slab-on-grade condition such

that the posts do not bear on the basement ceiling structure. The inner line of shoring posts will bear on the basement ceiling structure.

- B. At the basement provide the following:
  - 1. Provide shoring posts of equal capacity directly below shoring post locations on the sidewalk above.
  - 2. Provide diagonal shoring of the front basement wall near mid-height at approximately 6-feet to 8-feet on center.
- C. Maintain the shoring system in place until the brick masonry column is repaired and additional support system in the storefront area is confirmed to be undamaged.

The determinations and results described in this memorandum are based on information available at the time of the observation and preparation of this memorandum. Should additional information or unknown conditions be uncovered or made available, Pie Consulting & Engineering retains the right to revise and supplement this memorandum accordingly.

TGP:BDE:mp

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

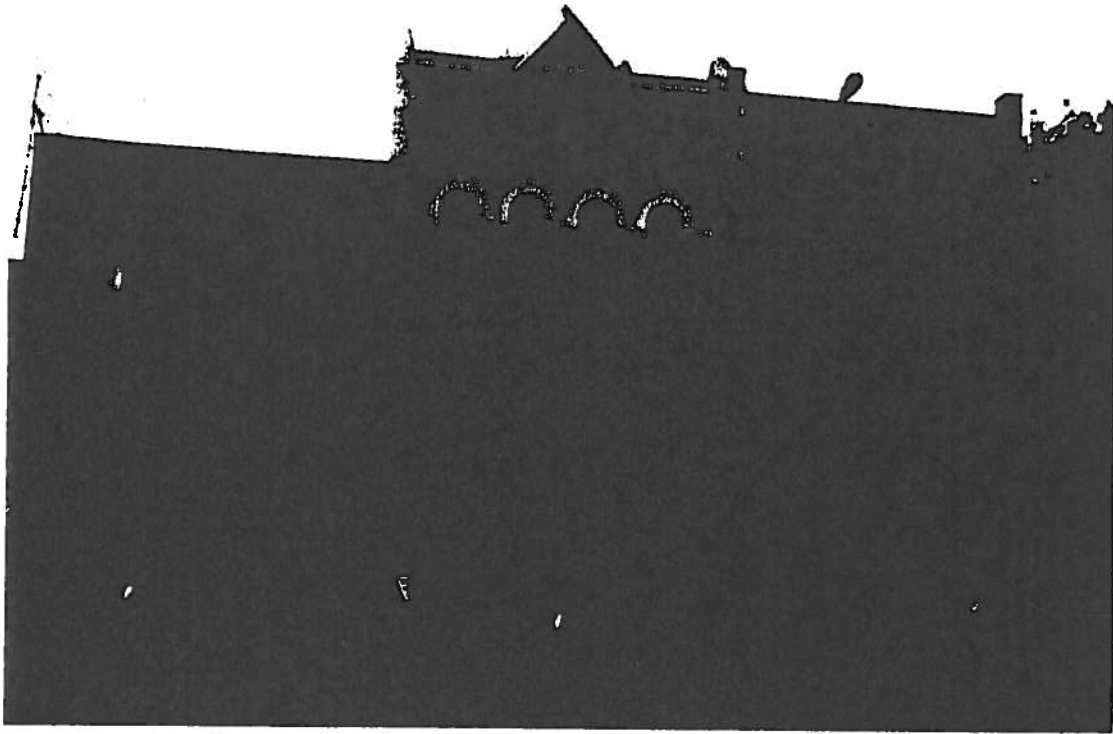
Signature: Tom Peterson Tom Peterson  
Oct 8 2014 4:42 PM Registration Number: 15641

Attachments: Picture Pages

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Gubrud Corporation

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South (front) elevation.



Brick masonry above second floor elevation undamaged.





## **BUILDING RESTORATION CORPORATION**

1920 OAKCREST AVENUE SUITE 1, ROSEVILLE, MN 55113

PHONE: 612-789-2800 FAX: 612-789-2875

Monday, November 3, 2014

Dear Ms Gubrud,

Thank you for the opportunity to evaluate and examine the current conditions at the John Palm Building. After through review of the Pie engineering report and additional images from the engineer, we have developed a scope of work to address the emergency repairs necessary to make your building safe and weather tight.

### **Observed Conditions**

As you know we received both engineer's reports but are only relying on the more extensive one prepared by Tom Peterson, Professional Engineer at Pie Consulting and Engineering. Having talked to Tom about the conditions it is apparent that his grasp of the current conditions was far superior to the other report.

It was observed that the west column face wythe is bulging and displaced from its original location. It is estimated that in the worst area it has moved roughly 6 inches outward. The brick is displaced varying distances from 6 inches or less, the full height of the first floor column. This column is load bearing and carries the dead and live loads of the second story. These loads are shared between a steel beam and wooden floor system. The steel beam carries a majority of the load being that the second story brick veneer is directly above this beam.

Additionally brick is being displaced where the beam comes to rest on the column in the beam pocket. This area is above the limestone detail and is a safety concern as well. It also appears that some masonry is displaced right in the center of the pediment detail. Further evaluation is necessary to determine if this is a safety risk.

The building contains a full footprint basement but the basement has no damage above and beyond what is expected in a building of this age. The basement extends under the sidewalk about 6 feet past the storefront. This area has had the concrete reinforced at some point in the

past as evidenced by the not original columns and footings in the basement. The concrete appears in good condition.

### **Recommended Repairs**

Building Restoration Corporation proposes shoring up both the basement and first floor in a manner described in the engineering report by Tom Peterson, PE. The shoring will support the steel and wood beams that carry the second floor loads. The Pediment detail above the first floor entry will be removed and the underlying framing exposed so that positive placement of the shoring can take place.

The west column will be dismantled up to and included the beam pocket. All face courses in this section will be dismantled. The underlying wythes will have to be evaluated for similar cracking and displacement. The second wythe may need to be replaced and pricing has been included for that. All removed brick units will be replaced with Chaska brick as per requirements of the Litchfield Heritage Preservation Commission.

The removal of pediment detail and board and batten siding may reveal additional underlying conditions that are not accounted for in the pricing. With a building of this age it is unforeseeable what conditions may be lying under the carpentry details. Additional evaluation of these areas of the masonry may be necessary.

We feel that Building Restoration is in the best position to handle your repair because we offer both shoring and restoration services. We have been excelling in this area for over 30 years. Our crews are well versed in the design and construction of buildings from the same era as your building and have years of experience matching historical details and preservation methods.

Again we want to thank you for giving Building Restoration the opportunity to look at your building and present our proposal. If you have any questions about our proposed scope of work or anything else included in our report, please call me as I would be happy to discuss the project with you. I can be reached at the office at 612-789-2800, at my direct office number at 612-638-1818, or by cell phone at 612-314-6433. I can also be reached by e-mail at [jeff@buildingrestoration.com](mailto:jeff@buildingrestoration.com)

Sincerely,  
BUILDING RESTORATION CORPORATION



Jeff Williams

Building Restoration Corporation offers the above listed restoration services as they relate to the enclosed drawings and specifications for your consideration. All work is to be performed in a substantial workmanlike manner. All tools, equipment and procedures shall follow the generally accepted restoration guidelines. All restoration work is to be performed by professional experienced tradesmen.

Building Restoration Corporation carries worker's compensation, automotive and public liability insurance in the amount of one million dollars. Building Restoration Corporation also carries a commercial umbrella policy in the amount of five million dollars. We will gladly supply you with a certificate of said insurance naming you or your project as a certificate holder upon request.

This proposal is for work performed on the exterior facades only and does not include any work inside the building or below exterior grade. Prices include only those work items described and unless specifically listed, prices do not include any carpentry, window repair or replacement, concrete or asphalt repairs, painting, laboratory analysis of existing mortar, investigative work, landscaping, roofing repairs or any other work that is not individually listed on the repair costs price page.

The Building Owner is to provide their water, electricity, free and unobstructed access to building elevations, and an area to park our job site trailer and operate cement mixer. Building Owner/Buyer is to indemnify, defend and hold harmless Building Restoration Corporation against any loss or claim by the building tenants that the construction operations or scaffolding generated noise or dust which interferes with their business operations, or reduces their visibility, sales, profits, sleep or other claims.

We reserve the right to withdraw this proposal if it is not accepted within thirty days. Our payment terms are net 30 days on all monthly progress invoices if the length of the job exceeds one month. Full payment of all balances will be due upon your receipt of our final completion invoice. Interest in the amount of 1 1/2% per month will be due and payable on all past due balance amounts.

The Scope of Work shall be solely restricted to the work described above and in the agreement between the parties, no evaluation or determination regarding the need for repair or structural integrity has been made by Building Restoration Corporation, nor has it provided engineering services. The Scope of Work and evaluation is restricted to the description above.

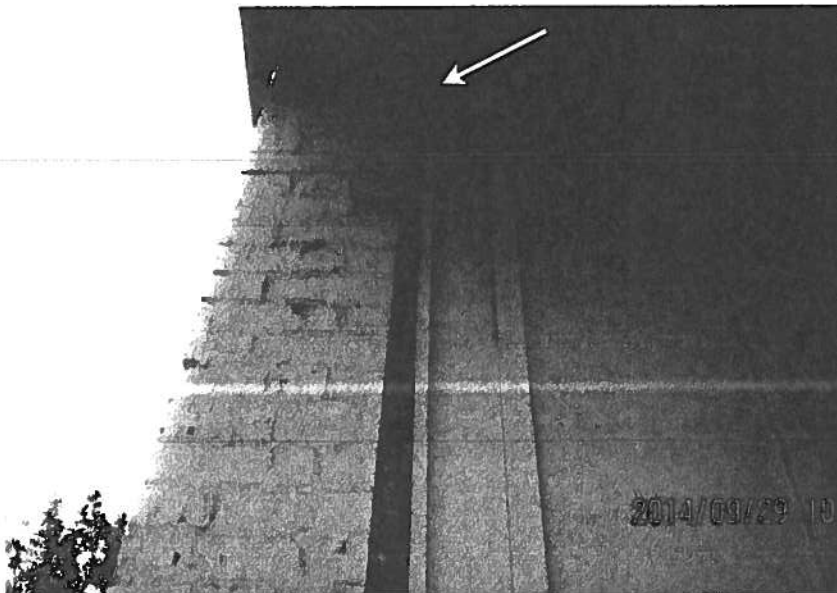


**John Palm Building**  
c. 1894  
215 Sibley Avenue North  
Litchfield, MN



First floor of Palm Building  
West column shown with arrow

Column has moved 6 inches and is in extreme danger of possibly falling to the ground. As moisture enters this assembly, freeze/thaw cycles may displace brick further. This repair is critical.

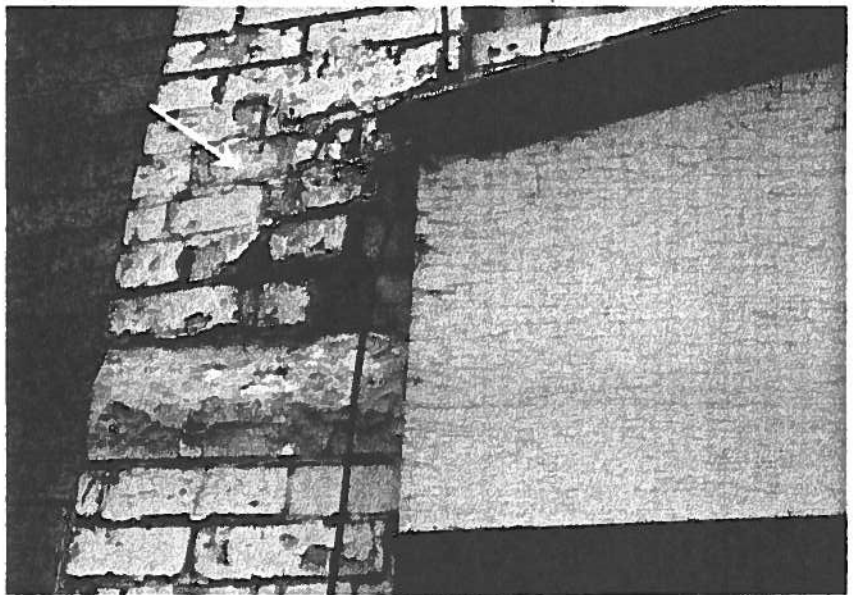


Brick displacement continues up the column assembly and under pediment detail. Board and batten siding needs to be removed in this area.

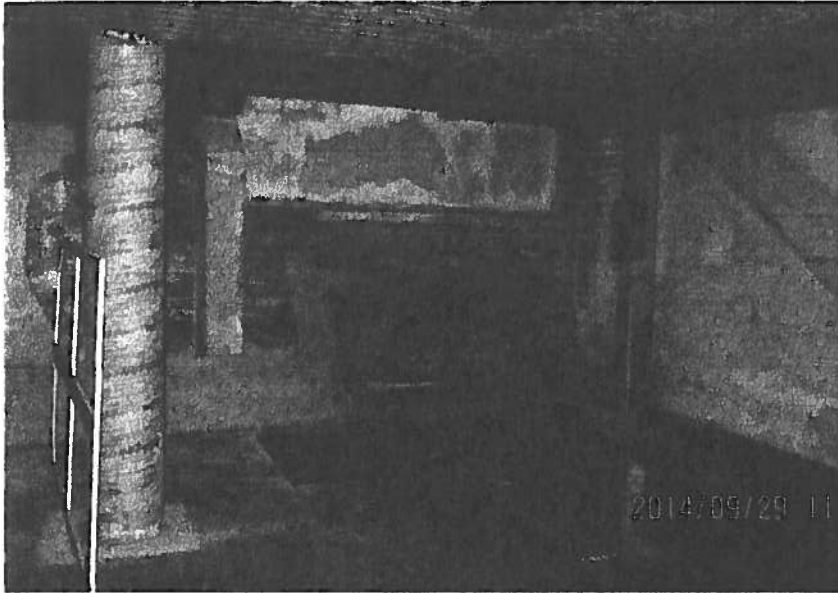


Other side of column shows like displacement. This area is open to water infiltration and further damage by freeze/thaw cycles.

Brick is loose and displaced at the beam pocket. The pediment detail needs to be removed to sufficiently repair this area as well as to assess if further damage exists behind the wood.

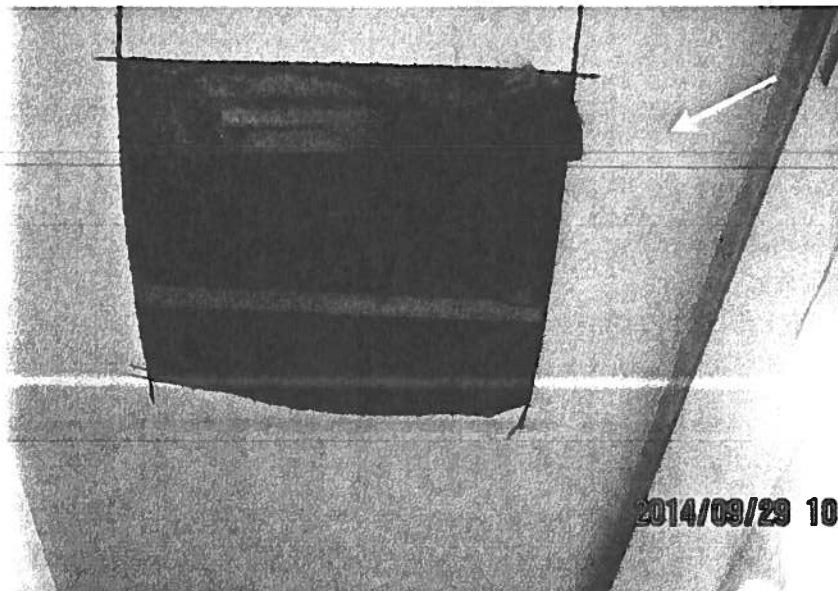


Some additional damage can be seen in the center of the pediment detail. This repair is not within scope of the emergency repair.



Basement will be shored up to support the load and shoring from above

Pediment and some of the overhang will be removed to access the underlying framing to get positive placement of the shoring.



Steel and wood beams are hidden under finished wood details. These will have to be removed.

Exhibit A

# John Palm Building

<b>Work Items</b>	<b>Total</b>
Mobilization, Job set up and insurance	2,330
Building and HPC permit allowance	2,000
Street and sidewalk permit allowance	1,500
Shoring expense (includes erection and use for 3 weeks)	6,481
Scaffold and pedestrian protection expense	1,227
Two weeks of heat and cover protection (electricity provided by owner)	1,189
Dumpster expense (per dumpster)	465
Final clean up	1,120
Remove wood pediment detail and board/batton siding to expose horizontal framing members and brick veneer	1,785
Remove and replace face brick at west column. Includes loose face brick at beam pocket above limestone	14,352
If necessary, remove and replace damaged brick in backup wall of west column	10,764
<b>Total:</b>	<b>43,213</b>

**Exclusions:** Concrete work, window removal/repair, asbestos/lead remediation, interior cleaning, anything not specifically listed above, replacement of the pediment detail, painting.

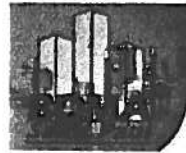


## BUILDING RESTORATION CORPORATION

is a proud member of



**Associated Builders & Contractors, Inc.**  
10193 Crosstown Circle  
Eden Prairie, MN 55344  
952-941-8693



**St. Paul Building Owners & Managers Association**  
332 Minnesota Street, Suite W2950  
St. Paul, MN 55101  
651-291-8888



**Minneapolis Builders Exchange**  
1123 Glenwood Avenue  
Minneapolis, MN 55404  
612-377-9600



**Minneapolis Building Owners & Managers Association**  
121 S. 8th Street, Suite 610  
Minneapolis, MN 55402



**MN Concrete & Masonry Contractors Association**  
120 East Exchange Street #120  
St. Paul, MN 55101  
651-293-0892



**Builders Exchange of St. Paul**  
445 Farrington Street  
St. Paul, MN 55103  
651-224-7545



**Institute of Real Estate Management**  
4248 Park Glen Rd.  
Minneapolis, MN 55416  
952-928-4664



**National Federation of Independent Business**  
740 Northwest Center Tower  
55 East 5th Street  
St. Paul, MN 55101  
800-634-2669



**National Trust for Historic Preservation**  
1785 Massachusetts Avenue NW  
Washington, DC 20036  
202-673-4000



**International Concrete Repair Institute**  
3166 S. River Road, Suite 132  
Des Plaines, IL 60018  
847-827-0830



**Hennepin History Museum**  
2303 Third Avenue South  
Minneapolis, MN 55404  
612-870-1329



**Preservation Alliance of Minnesota**  
416 Landmark Center  
St. Paul, MN 55102  
651-293-9047



**Ramsey County Historical Society**  
323 Landmark Center  
St. Paul, MN 55102  
651-222-0701



**Minnesota Historical Society**  
345 Kellogg Boulevard West  
Saint Paul, MN 55102  
651-296-6126

**Construction Agreement**

**BUILDING  
RESTORATION  
CORPORATION**



1920 OAKCREST AVENUE SUITE 1  
ROSEVILLE, MN 55113  
PHONE: 612-789-2800  
FAX: 612-789-2875

Submitted to:

Theresa Gubrud  
327 N Holcombe Ave  
Litchfield, MN 55355

**Construction  
Agreement**  
**Date:**  
11/3/14

Work site location:

John Palm Building Emergency Repair  
215 Sibley Avenue N  
Litchfield, MN 55355

The parties agree that the work scope shall be the following items selected from BRC's proposal dated:

**See price page Exhibit A for breakdown in pricing**

Building Restoration Corporation (BRC) proposes to furnish the itemized restoration services as described above, in whole or in part, if mutually agreeable. Contact us if you prefer to delete any individual work items listed above. The work scope described above is to be performed for the sum of:

Forty three thousand two hundred thirteen and no/100 **Dollars** **\$43,213**

Additional work or requested alterations or deviation from this work scope involving extra costs can be performed upon written orders and will become an additional cost above the cost shown on this agreement. This agreement may be withdrawn by us if not accepted by Buyer within 30 days of the date hereof.

**PAYMENT TERMS:** BRC to send work progress invoices for each month. Payments are due on the 15<sup>th</sup> of the following month. 1½% per month interest is due on all past due balances. Final payment is due 15 days after job completion.

Respectfully submitted, Building Restoration Corporation

**BUYER'S AGREEMENT**

The above prices, work scope, contract terms and conditions contained herein and on the second page of this agreement, including Paragraph 21, are hereby accepted. BRC is hereby authorized to perform the work as proposed. Payments will be made promptly.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Accepted by BRC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Construction Agreement

## Terms & Conditions

1. **ACCEPTANCE** - This agreement is subject to acceptance by the Buyer within 30 days from the date printed on the face of this agreement and is void thereafter at the sole option of Building Restoration Corporation (BRC), unless an extended period is printed on the face of this agreement. Buyer is to sign this agreement and deliver it to BRC's office. A fully signed agreement will be returned to the Buyer. Any modifications to this agreement shall be initialed and dated by both parties to be binding.

2. **INSURANCE** - BRC carries insurance in the following amounts:

- a. Workers Compensation Statutory Coverage 100/500/100K
- b. Comprehensive General Liability & Broad form Coverage:
  - (1) Bodily Injury \$ 1,000,000 Each Occurrence
  - \$ 2,000,000 Aggregate
  - (2) Property Damage \$ 1,000,000 Each Occurrence
  - \$ 2,000,000 Aggregate
- c. Comprehensive Automobile Liability
  - Combined Single Limit \$ 1,000,000
- d. Commercial/Umbrella Liability \$ 9,000,000 Total Aggregate Limit

BRC self insures against "Builders Risk" but Buyer may also order such coverage to be bound at Buyers expense. The Buyer shall pay the cost of any additional premium caused by Buyer asking for greater limits, terms or coverages than those listed above, if available.

3. **GUARANTEE** - BRC warrants its completed work against defective materials and workmanship, exclusive of fire, tornado, acts of God, vandalism, explosion, and normal weathering, wear and tear, for the period of one (1) year from the date of substantial completion of BRC's work. BRC's liability under this warranty shall be, at BRC's option: a) Repair of the defective materials or workmanship; or b) Refund of the portion of the contract price paid by Buyer which was attributed to the defective work by BRC.

Buyer agrees BRC shall not be liable for any other losses or damages, including but not limited to incidental or consequential damages, lost profits, lost sales, injury to person or property, miscellaneous costs or expenses. This Guarantee shall be unenforceable unless BRC is notified in writing within sixty (60) days after the defect is noticed or should have been noticed and BRC is permitted to inspect any areas identified as defective by Buyer. BRC makes no other warranty, express or implied, and all warranties of merchantability and fitness for particular purpose are hereby disclaimed. The full terms and conditions of BRC's Guarantee shall be those provided on BRC's Guarantee Certificate and shall supersede any terms contained herein.

4. **MATERIALS FURNISHED BY THE BUYER** - BRC shall not be responsible for ordering, receiving, unloading, storage or guarantee of any materials that are owned, purchased or furnished by Buyer. Buyer understands that BRC offers no guarantee of existing materials owned by Buyer and not replaced by BRC.

5. **SURETY BOND** - BRC does not include a surety bond, performance or materials payment bond under this agreement. In the event a surety bond is offered by BRC, or required by Buyer the itemized cost to Buyer must be shown on the first page hereof.

6. **BUYER'S RESPONSIBILITIES** - It will be the responsibility of the Buyer to clear out or remove all vehicles, stored materials, etc., to permit BRC complete, free and unrestricted access for its equipment and scaffolding to the building surfaces so that all of the project area upon which BRC is to perform is to be ready and available. This may include access from neighboring properties or rooftops which Buyer warrants shall be provided. The Buyer shall designate a person who shall be fully acquainted with the scope of the work, and has authority to, render decisions promptly, and furnish information expeditiously and approve changes in the scope of the work. The Buyer shall provide adequate assurance and evidence of funding to cover the entire cost of this agreement satisfactory to BRC upon its request.

7. **SCHEDULE** - The Buyer and BRC shall develop a schedule and the Buyer shall be responsible for prompt decisions to maintain the approved schedule. Once approved by BRC the schedule shall not be shortened without BRC's consent. If there is a loss of time due to strikes, lockouts, acts of God and/or if Buyer's job progress is behind schedule at the beginning of the work, Buyer has failed to make timely payments under this agreement, or during BRC's installation period and/or delays are incurred due to Buyer or Architect, or governmental agency having delayed approval of, permits, material samples, color schedules or shop drawings, the said lost time shall be added to the BRC's scheduled date of completion without penalty in fair weather days suitable for the work. Time extensions shall be granted by Buyer for the performance of extra or Change Order work as requested by BRC. In the event Buyer is supplying materials and there is delay in the delivery of Buyer furnished materials or obligations, Buyer shall be liable for all costs incurred by BRC as a result of such delays and shall promptly reimburse BRC for all costs incurred including incidental and consequential damages.

8. **PAYMENT TERMS** - BRC shall provide Buyer with monthly progress invoices. Buyer shall deliver to BRC's office by the 15<sup>th</sup> of the following month net cash payment for 100% of the invoiced amount without retainage. Any balances due that remain unpaid shall accrue interest at the rate of 1-1/2% per month, which shall be promptly paid by Buyer to BRC's office. These terms may be modified by supplemental terms as printed on the face of this agreement.

9. **FINAL PAYMENT** shall be delivered to BRC's office within 15 days of the date of BRC's final invoice. Final payment by Buyer waives all of Buyer's claims against BRC except warranty claims.

10. **RIGHT TO STOP WORK** - BRC shall have the right but not the obligation, to stop work in the event payment is not made to BRC as required under this agreement. BRC may keep the work idle until such time which payments due to BRC are received by BRC.

11. **ATTORNEY'S FEES AND VENUE** - In the event of default of this agreement, Buyer agrees to pay all costs and expenses of collection or enforcement of the terms of this agreement incurred by BRC, including court costs and all reasonable attorney's fees. Any disputes between the parties shall be venued exclusively in the state or federal courts of Minnesota.

12. **OVERTIME** - The price, unless otherwise stated on the face of this agreement, has been determined on the basis of crews working at straight time during a normal 40 hour work week. No overtime will be worked unless BRC is ordered to do so by the Buyer in writing which shall provide for the payment by Buyer of the additional costs for overtime premium, plus applicable insurance, payroll taxes, reasonable overhead and profit.

13. **CHANGE ORDERS** - If BRC is required to alter or add to the scope of work herein described, due to changes in the drawings, specifications or Buyer's desires, BRC shall receive sufficient notice to establish and execute in writing an agreed upon price prior to proceeding with such extra work. BRC shall not be obligated to perform extra work without a signed change order. BRC shall be provided a copy of all modifications that impact BRC's work. For delays in the work that are not caused by BRC there shall be an equitable adjustment in the contract price to allow for BRC's increased costs. If changes in the work are required to comply with local, state or federal laws, rules or regulations, the contract price shall be adjusted to allow for BRC's increased cost of providing such changes. Such changes shall include, by way of illustration and not limitation, compliance with EPA or MPCA regulations, city building inspection requirements or other governmental agencies having jurisdiction over the work, or temporary safety movement of high power lines.

14. **QUANTITY OF WORK ADJUSTMENTS** - Where the agreement specifies an estimated quantity of work, the contract price shall be equitably adjusted by BRC for deviations from the estimated quantity. In the event that additional work is needed beyond the quantity estimated by BRC's proposal, it shall generally be the Buyer's decision as to whether or not to proceed with additional quantity of work due to the additional costs involved. Where BRC has provided a unit price and an estimated quantity, the listed unit prices shall govern the calculation of the increased cost of the additional work. In the event that a lesser quantity of work is performed, BRC shall in its sole discretion calculate the credit issued to Buyer which may be at less than unit prices shown due to: material return costs, restocking fees, rescheduling costs, inspection costs, and other related expenses.

15. **CONFIDENTIAL INFORMATION** - BRC's proposal and Construction Agreement contain confidential information. BRC shall retain all ownership and proprietary rights in its proposals and the information contained therein. Without the prior written consent of BRC, the Buyer shall not use BRC's proposal for any purpose other than performance of this work by BRC and shall not reproduce nor disclose any information pertaining to BRC or BRC's affairs such as but not limited to its unit prices, bid pricing details, technical or proprietary information, to any person outside of its employ or at any public gathering. In the event of Buyer's non-acceptance of BRC's proposal or termination of this agreement, Buyer shall return to BRC, upon BRC's request, all BRC information including its proposals.

16. **ASSIGNMENT AND SUCCESSORS** - This Agreement shall not be assignable by Buyer without BRC's specific written consent. All rights and obligations of Buyer, under this Agreement, shall inure to the benefit of, and be binding upon, Buyer and Buyer's representatives, heirs, successors, administrators.

17. **SUBCONTRACTING** - BRC reserves the right to assign or subcontract any part of this agreement.

18. **INDEMNITY** - Buyer shall indemnify, defend and hold harmless BRC and its subcontractors against any loss or claim by the building tenants or occupants that the work being performed hereunder or the construction operations, scaffolding and/or equipment, general noise or dust, which interferes with their business operations or reduces their public visibility, sales, profits, sleep or otherwise has an adverse effect on them.

19. **MERGER CLAUSE** - BRC may have made oral statements or shown photographs with comments about the building or work described in its proposal or this agreement. Such statements do not constitute warranties, shall not be relied on by the Buyer, and are not part of this agreement. The entire agreement is embodied in this writing, constitutes the final expression of the parties' intent, and it is a complete and exclusive statement of the terms thereof. This agreement supersedes and nullifies all prior oral and written representations. This agreement may be modified only by subsequent writing signed by both parties.

20. **NON-WAIVER** - Waiver by BRC of any provision hereof shall not constitute a waiver of other provisions, related or unrelated or waiver of Buyer's future compliance of such provision therewith and such provision shall remain in full force and effect.

21. **PERSONAL GUARANTEE** - If Buyer's signer, on the face of this agreement, owns an interest in either the property upon which the work is performed or owns an interest or stock in Buyer's company on the date of signer's signature, then signer does hereby personally guarantee payment to BRC of any sum due and unpaid by Buyer. Signer agrees that he/she is individually, jointly and severally liable to guarantee payment to BRC of any unpaid debt by Buyer including principal, interest, attorney's fees and costs of collection.

22. **PRE-LIEN NOTICE** - (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

23. **LIEN NOTICE** - Default by Buyer of their obligations to provide BRC with prompt payment will subject the property to the filing of mechanic's liens against the title of the property. A copy of the lien will be provided to the property owner.

24. **LIEN WAIVERS** - Upon Buyer's request, BRC will provide Buyer with a written Lien Waiver for labor and materials furnished by BRC, but only for such dollar amount matching payment actually received by BRC at BRC's office.



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7701 East River Road Fridley, MN 55432 763-502-1400 FAX 763-502-1300 [www.americanmasonry.net](http://www.americanmasonry.net)

October 30, 2014

Mr. Brian Gubrud  
215 North Sibley Avenue  
Litchfield, MN 55355

Dear Brian,

Thank you for contacting us regarding the masonry repairs at your building at 215 Sibley Avenue in Litchfield.

Attached is our revised proposal outlining the repairs you requested. The column on the left side of the entrance has a severe bulge and appears that it can collapse. Once the building is shored by others, we would proceed with the removal and replacement of the brick on the column. We would need to build an enclosure and heat it for cold weather conditions in order for the mortar to cure properly.

We are concerned with the integrity of the columns back-up system. We would need to anchor in to the back-up wall with facade brick. Cost changes could occur if this is the case. The sign on the front of the building will need to be removed to properly observe the buildings facade and determine if other repairs are necessary. The sign would be removed and installed by others.

These are the repairs we recommend at this time. This proposal excludes any work to the building pending the column. No other exterior or interior work is to be performed.

We would be happy to meet with you to discuss our proposal. Please feel free to contact us anytime with any questions or concerns. Thank you for the opportunity and we hope to work on this project with you.

Sincerely,

---

AMERICAN MASONRY RESTORATION

Ryan R. Sly

**Exterior Building  
Maintenance & Repair**

*Tuckpointing*

*Caulking*

*Brick/Stone Repair*

*Thru Wall Flashing*

*Exterior Painting*

*Chemical Cleaning*



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7701 East River Road Fridley, MN 55432 763-502-1400 FAX 763-502-1300 [www.americanmasonry.net](http://www.americanmasonry.net)

**DATE:** October 30, 2014

**PRESENTED TO:** Mr. Brian Gubrud  
215 N Sibley Avenue  
Litchfield, MN 55355

**PROJECT:** 215 N Sibley Avenue

***DISCLOSURE STATEMENT***

*The data contained herein shall not be duplicated by Anyone without prior written permission of American Masonry Restoration Corporation and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than evaluation by the party intended.*

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**Exterior Building  
Maintenance & Repair**

*Tuckpointing*

*Caulking*

*Brick/Stone Repair*

*Thru Wall Flashing*

*Exterior Painting*

*Chemical Cleaning*

**215 N Sibley Avenue  
Litchfield, MN 55355**



**Proposed Repairs:**

Provide labor, equipment and material to remove and replace brick around left column; from grade to six courses high of the limestone as shown, erect shelter for cold weather conditions, wash mortar in repaired area after mortar is cured, disassemble shelter and remove all debris from site.

Total cost of repairs described above: \$16,525.00

**Key:**

— Area of Scope

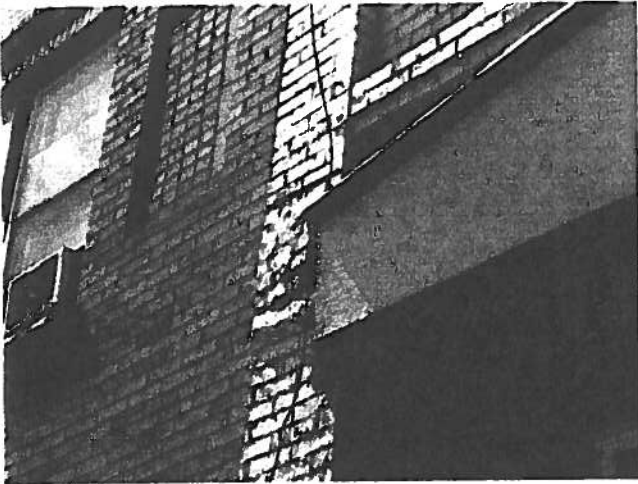
**General Exclusions:**

Handling, removal or disposal of hazardous materials, engineering or structural repairs on beam, sealant repairs tuck-pointing repairs, through-wall flashing repairs, removal or installation of sign, removal or installation of any interior or exterior finishes to access shoring areas, shoring, painting, window repairs, concrete or asphalt repairs, or any other repairs not specifically listed here.



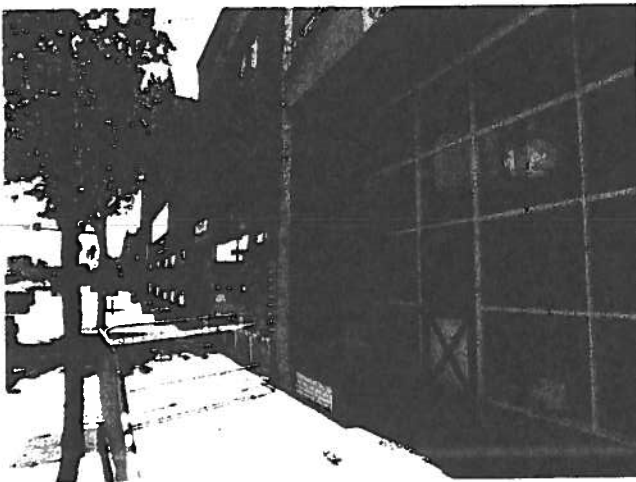
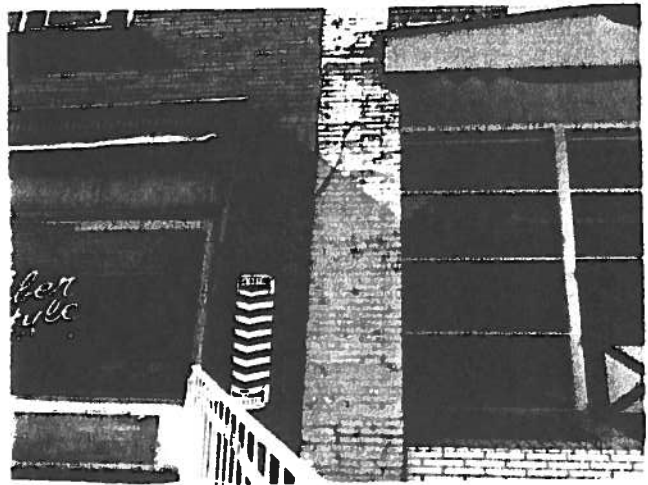
10-30-2014

## 215 N Sibley Avenue Litchfield, MN 55355



Brick are damaged and bulged until six courses above the limestone piece. We will remove and replace the brick up to this area.

Note the bulging and deterioration of the entire column. These brick would be replaced with new brick to closest match.



The entire column has bulged out to nearly four inches at the bottom of the column. These brick need to be removed and replaced. We will need access to the underside of the beam to properly shore the building before we remove any brick from the column.



**215 N Sibley Avenue  
Litchfield, MN 55355**

**Proposed Repairs:**

Provide labor, equipment and material to remove and replace brick around left column; from grade to six courses high of the limestone as shown on proposal, erect shelter for cold weather conditions, wash mortar in repaired area once mortar is cured, disassemble shelter and remove all debris from site.

Total cost of repairs described above: \$16,525.00

American Masonry Restoration Corporation offers the enclosed services for your consideration. All tools, equipment and procedures shall follow the generally accepted construction / restoration methods. All work is to be performed by professional tradespersons. Certificates of insurance detailing workmen's compensation and liability coverage will be supplied by ownership / management prior to commencement of work.

We reserve the right to withdraw this proposal if it is not accepted within thirty days. Our payment terms are Net 10 days on all progress invoices. Interest in the amount of 1 ½ % will be charged on all past due balances.

Respectfully submitted,

American Masonry Restoration Corporation

  
Ryan R. Sly



**Infinity Scaffold, Inc.**  
2395 Capp Road  
Saint Paul, MN 55114  
651-646-4525 Fax: (651) 646-9168

October 24, 2014

Theresa Gubrud  
Gubrud Corporation  
327 Holcombe Avenue North  
Litchfield, MN 55355

Re: Farm Bureau (10140551)  
215 North Sibley Avenue  
Litchfield, MN

Dear Theresa:

Infinity Scaffold, Inc. is pleased to provide the following quotation regarding the above-referenced project.

We will erect and dismantle a shoring system as designed by Advance Shoring Co. from the basement level for re-shore of 1st floor and support of the existing front brick wall at 2nd floor as shown in the drawings provided. The basement re-shore will consist of 6 titan posts and 3 tilt-up braces with strongbacks. The wood floor will be removed / cut out as needed for placement of shoring. The 1st floor shoring will consist of 3 Titan towers each be approximately 2 feet wide by 2 feet long by 12 feet tall. The base will consist of adjustable U-heads set on steel beams, shimmed as needed. The top of each shoring tower will consist of adjustable U-heads with three rows of W6 x 12 steel beams supporting the existing structural beams.

**Notes: Quote does not include engineer's cost or approval; changes based on engineer may result in additional cost**

**Contractor to provide a staging area at the front of the building for all phases of work**

**Wood floor at the basement will be removed/cut-out as needed to install re-shore**

**Wood soffit below steel beams at 2nd floor will need to be removed by others**

**Shoring locations to be marked and clear of all obstructions by others; i.e. ceiling tiles & grid, sprinkler lines, HVAC, electrical, etc.**

**Quote based on all work occurring during straight time day shifts**

Equipment rental per 28 days	\$	1,310.00	+ 6.875% Sales Tax
Installation, Travel / Per Diem, Trucking and Final Dismantle	\$	8,035.00	+ 6.875% Sales Tax

#### Terms and Conditions

1. Rental rates are based on equipment availability at time of installation and may be subject to change.
2. Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry comprehensive public liability and property damage insurance with contractual liability, but lessee's failure to have such insurance shall not lessen lessee's obligations herein.
3. Rent to start the day equipment is delivered and ends the last day of dismantling.
4. This quote is valid for 30 days only.
5. Customer is responsible for all patching due to wall ties upon dismantling of scaffolding.
6. Three day's notice is required for Infinity Scaffold, Inc to begin this project.
7. Engineer to determine whether roofs can handle the load imposed upon them by the scaffolding. If the weight distribution of scaffold were required, a third party engineering firm would be retained and paid by the customer.
8. Infinity Scaffold, Inc. would take all necessary precautions not to harm any vegetation adjacent to work area, but is not responsible for damage to plants.
9. All power lines within 10 feet of scaffold installation area must be covered by customer or appropriate utility provider prior to scaffold installation.
10. Parking Infinity Scaffold, Inc. would require that parking for our trucks be available within 30 feet of scaffold location during installation and dismantle operations

11. Any labor quotations based on standard daytime labor hours (7:00 A.M. – 3:30 P.M.). Any work performed outside of these hours may be subject to additional charges.

We appreciate the opportunity to provide you with this quotation. Please feel free to contact me to discuss any questions or concerns you may have.

Sincerely,  
Infinity Scaffold, Inc.

Russ Byers  
President

I, the undersigned, accept this quotation, including all terms and conditions as specified by Infinity Scaffold, Inc. I understand that this document shall constitute full acceptance and notice to proceed for this project, and that no terms specified or implied outside this contract shall be deemed pertinent to this quotation unless agreed upon, in writing, by myself and Infinity Scaffold, Inc. as part of this contract.

Company Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



2274 Capp Road - St. Paul, MN 55114
651-648-4600 651-649-4399 fax
Swingstage-Scaffold-Shoring
Enclosures-Training
www.scafserv.com

October 24, 2014

Theresa Gubrud
Paragon Insurance Group
n/a
Litchfield, MN

Scaffold Service Inc. (SSI) is pleased to provide you with a quote for the following project:

Project Name: Palm Building
Project Address: 215 N. Sibley Ave
City/State/Zip: Litchfield, MN

SSI will provide, erect and dismantle a re-shore system as designed by Advance Shoring (sketch and recommendations from Advance Shoring sent along with this quote) to support the main structural steel beam located in the front of the building. The customer will need to remove portions of the existing soffit prior to SSI arrival, in order to expose the steel I-beam over the entrance, in order for the re-shore to have better bearing. A portion of the wood floor in the basement will also need to be removed for placement of shore posts and wall brace. Drawing from Advance Shoring should be checked over by the customer's engineer to ensure that design meets the requirements that the engineer is requiring prior to finalizing contract.

Customer Responsibilities:

The customer is responsible for all applicable permits, and for providing parking for SSI truck(s) while onsite during the erecting and dismantling phases.

Table with 2 columns: Item, Price/Amount, and Notes. Items include Rental (\$1,200.00 per month), Labor\* (\$6,648.00), Trucking (\$400.00), Sale Items (n/a), and Engineering (n/a).

- 1. Any estimates given to you regarding the extent of the job may change based upon further on-site evaluations by SSI personnel or any alteration from the original information we were given.
2. If applicable, it is the sole responsibility of the customer to validate the structural integrity of all surfaces that will be built upon (i.e. engineers' approval).
3. Scaffold Service, Inc. is not responsible for permits necessary for this project. Customer is required to arrange any parking or parking permits for SSI vehicles.
4. The above rental rates are contingent upon equipment availability.
5. Proposal is based on equipment availability at time of rental.
6. There must be a clear and unobstructed pathway to the site. The customer is responsible for removing any obstruction. This includes but is not limited to obstructions caused by the weather, such as ice and snow.
7. Customer is responsible for providing a level and stable foundation (i.e. level and compacted ground conditions).
8. SSI requires a minimum of 24-48 hours between receipt of a signed contract and the time we are expected to begin the scaffold erection.
9. The above proposal is bid in accordance with the requirements as outlined in OSHA section 1926 for the erection and dismantling of scaffold. Any deviation from this standard will result in additional charges.
10. Customer is responsible for any engineering costs associated with the above referenced project.
11. The customer will be charged for any delays SSI experiences while at the job site in addition to the amount proposed in this contract.
12. Quote is valid for 30 days from the date above.

Thank you for considering Scaffold Service, Inc. for this project and we look forward to working with you.

Sincerely,  
Scaffold Service Inc. (SSI)

Accepted:  
Paragon Insurance Group

*Jeff Waibel*

Jeff Waibel  
Account Executive

Cell # 651-248-1920

Job Number 03250

Salesman 02

By \_\_\_\_\_

Title: \_\_\_\_\_

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

P.O.#: \_\_\_\_\_

Email: \_\_\_\_\_

**\*Regular labor hours are Monday- Friday 7:00 am-3:30 pm. Arrangements can be made for earlier or later start times, please ask you sales representative.**

**\*SSI is not responsible for any damages to trees, lawns, landscaping, or concrete**

**\*Weather conditions and wind factors may cause a delay. SSI will determine if it is advisable to erect or dismantle scaffolding if weather or wind conditions apply. Competent person and/or SSI safety director to make determination.**

**\*See Appendix A for other job site-specific terms and conditions.**

**\*The above prices do not include any applicable city or state sales tax.**

**\*No retainages shall apply to Scaffold Service, Inc.**

**Rental-**

Rent starts the first day of erection and ends the last day of dismantle.

**Labor-**

The labor will be billed in two parts. The first billing will be issued upon completion of the erection portion of the job. The second billing will be issued after the equipment is dismantled and returned to SSI.

**Trucking-**

All trucking will be billed at the rate quoted above UNLESS the customer elects to dismantle the equipment themselves. If SSI has to return to the jobsite to pick up the materials only, Return trucking will be billed out at \$95.00 per hour in lieu of the quoted rate.

**Terms-**

Invoices for rental are due 30 days from the invoice date. Late payments will be charged a 1-1/2% service charge per month. Lessee agrees to pay lessor all costs and expenses, including collection charges and attorney's fees, in enforcing the terms of this agreement

**Insurance-**

Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry comprehensive public liability and property damage insurance with contractual liability, but lessee's failure to have such insurance shall not lessen lessee's obligations herein. Lessee must provide lessor a copy of the above-mentioned insurance certificate referencing the job site name prior to the job beginning.

**Cancelation-**

Cancelation of a signed contract is subject to a 15% surcharge of the entire contract value, including but not limited to the anticipated rental term.

## Joel Almquist

---

**From:** Dave Nichols [DNICHOLS@advancecos.com]  
**Sent:** Wednesday, October 22, 2014 11:42 AM  
**To:** Joel Almquist (joel@scafserv.com); Russ Byers (russ@infinityscaffold.com)  
**Subject:** 215 NORTH SIBLEY AVE  
**Attachments:** 20141022112505979.pdf

*The braces and reshore posts will need attention at the wood floor area in the basement. Part of the wood floor will need to be removed for bearing of the material on the dirt base. The braces will need some kind of bearing and anchor system on the dirt. ( I think this will only effect one brace and two titan legs.), the others will be on a concrete base that is existing. Wood shims will be needed under the steel beams, due to the slope of the outdoor sidewalk. Wood blocking may also be needed on the aluminum strongbacks to hold them in place at the concrete deck above.*

*Let me know if you have any questions.*

*The owner should have the wood soffit exposed to get bearing on the existing steel beams above.*

*Owner may need to be on site during the install, for further work in the basement.*

### Dave Nichols

Formwork Sales & Design

***ADVANCE***

SHORING•EQUIPMENT•SPECIALTIES

WBE SBE TGB Certified

1400 Jackson Street

Saint Paul, MN 55117

Mobile: (612) 875-8509

Phone: (651) 489-8881

Fax: (651) 489-9416

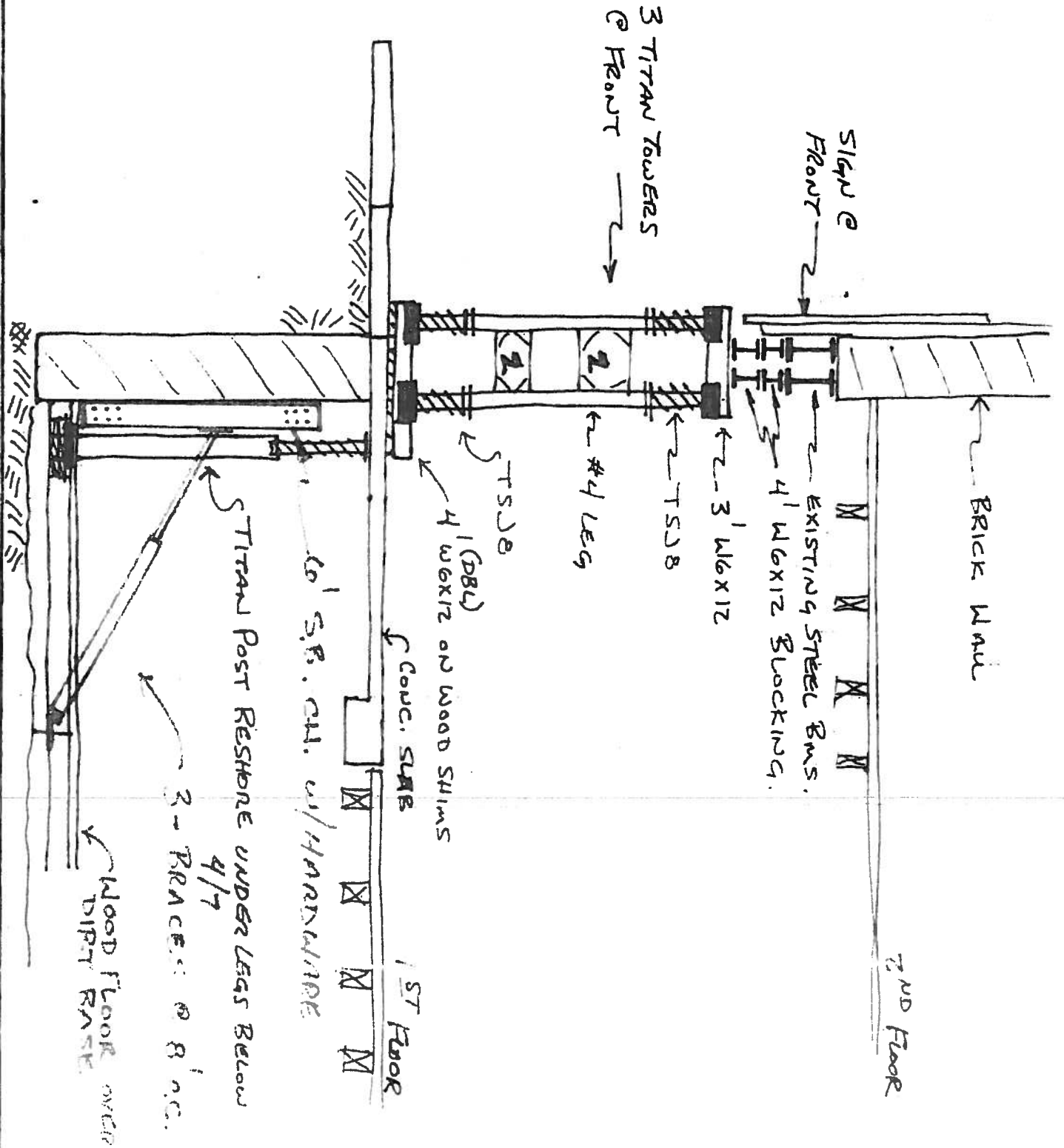
NAME:  
 COMPANY:  
 LOCATION:

# ADVANCE

SHORING - EQUIPMENT - SPECIALTIES

1400 JACKSON STREET  
 ST. PAUL, MINNESOTA 55117  
 PHONE (651) 489-8881 - (800) 328-9573 - FAX (651) 489-9416

DATE: BY:  
 PHONE NO:  
 FAX NO:



City of Litchfield  
Historic Preservation Commission  
Certificate of Appropriateness Checklist

1. Will the property be used as it was historically or given a new use that requires minimal changes to its distinctive features, spaces, or spatial relationships?

Yes            No            N/A

Comments:

2. Will the historic character of the property be retained and preserved? The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

Yes            No            N/A

Comments:

3. Will the property be recognized as a physical record of its time, place, and use? Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Yes            No            N/A

Comments:

4. Will changes to the property that have acquired historic significance in their own right, be retained and preserved?

Yes            No            N/A

Comments:

5. Will distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property be preserved?

Yes            No            N/A

Comments:

6. Will deteriorated historic features be repaired rather than replaced? Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

Yes            No            N/A  
Comments:

7. Will chemical or physical treatments, if appropriate, be undertaken using the gentlest means possible? Treatments that cause damage to historic materials shall not be used. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Yes            No            N/A  
Comments:

8. Will archeological resources be protected and preserved in place? If such resources must be disturbed, mitigation measures shall be undertaken.

Yes            No            N/A  
Comments:

9. Will new additions, exterior alterations, or related new construction destroy historic materials, features, and spatial relationships that characterize the property? The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

Yes            No            N/A  
Comments:

10. Will new additions and adjacent or related new construction be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment will be unimpaired?

Yes            No            N/A  
Comments:

Litchfield Heritage Preservation Commission

Findings of Fact

1. Completed application and necessary supporting documents on file within the proper time frames? Yes No
2. Proper notification of adjacent property owners? Yes No
3. Applicant, or written permission designee, is available for the public hearing? Yes No
4. Other communication or comments? Yes No
5. Checklist completed and score? Yes Score \_\_\_\_ No Reason \_\_\_\_
6. Does the project meet the Secretary of the Interior Standards and Guidelines for the Treatment of Historic Places? Yes No Reason \_\_\_\_\_
7. HPC action of Certificate of Appropriateness. \_\_\_\_\_
8. Comments:

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Attach original to application