



Hermantown City Council Meeting - Tuesday, September 5, 2023

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

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

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

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

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

A few important tips regarding the Zoom platform:

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

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



AGENDA

Pre-Agenda Meeting Tuesday, September 5, 2023 at 4:30 p.m. Council Chambers, City Hall - Hermantown Governmental Services Building

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

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

Invitation to participate:

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

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

Order of discussion

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

**CITY OF HERMANTOWN
AGENDA**

**Pre-Agenda Meeting Tuesday, September 5, 2023 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **ANNOUNCEMENTS**

Council Members may make announcements as needed.

5. **PUBLIC HEARING**

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

- A. **2023-122 Resolution Ordering Improvement And Directing Preparation Of Final Plans And Specifications For 2023 Sewer Improvement District No. 544 (Stebner Park Improvement District - Sewer, Water & Road)** **6**

(motion, roll call)

- B. **2023-123 Resolution Accepting A Proposal For Engineering Services With A Total Not To Exceed Contract Amount Of \$145,785.00 With Northland Consulting Engineers** **7**

(motion, roll call)

6. **COMMUNICATIONS**

- A. Correspondence 23-135 through 23-144 placed on file **11**

7. **PRESENTATIONS**

8. **PUBLIC DISCUSSION**

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

9. **MOTIONS**

- A. Motion to approve/deny the Massage Establishment License Application for the following effective immediately through December 31, 2023:

Northern Lotus Massage Therapy LLC 5338 Rose Road

A complete application, successful background check, and license fees have all been received.

(motion, roll call)

- B. Motion to approve/deny the Massage Therapist License Application for the following effective immediately through December 31, 2023:

Heather Rae Lind 5110 Ugstad Road

A complete application, successful background check, and license fees have all been received.

(motion, roll call)

10. **CONSENT AGENDA**

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

- A. **Minutes** - Approval or correction of August 21, 2023 City Council Continuation Minutes **12**
- B. **Accounts Payable** - Approve general city warrants from August 16, 2023 through August 23, 2023 in the amount of \$643,936.96 **18**

11. **ORDINANCES**

- A. **2023-06 Ordinance Amending Chapter 300, Smoking Policy** **26**

(first reading)

12. **RESOLUTIONS**

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

- A. **2023-124 Joint Resolution Of Intent To Upgrade The Hermantown Ice Arena Between Independent School District 700 And The City Of Hermantown** **28**

(motion, roll call)

- B. **2023-125 Resolution Approving Pay Request Number 2 For Sewer Improvement District 451 To Veit In The Amount Of \$265,833.66** **31**

(motion, roll call)

- C. **2023-126 Resolution Approving An Extended Lease Agreement With** **35**

The Arrowhead Builders Association

(motion, roll call)

- D. **2023-127 Resolution Approving Cooperative Agreement With St. Louis County Project No. Cp 0000-477573 Crack Sealing Project On Various Paved Roads In The Trails End Neighborhood Within The City Of Hermantown Corporate Limits** 48

(motion, roll call)

- E. **2023-128 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The Hermantown City Hall Attic Repairs** 55

(motion, roll call)

- F. **2023-129 Resolution Approving Memorandum Of Understanding (MOU) And Authorizing And Directing Mayor And City Clerk To Execute And Deliver MOU With Law Enforcement Labor Services Local 47 ("LELS")** 114

(motion, roll call)

13. **CLOSED SESSION**

14. **RECESS**

Resolution No. 2023-122

**Resolution Ordering Improvement And Directing Preparation Of Final Plans And Specifications
For 2023 Sewer Improvement District No. 544
(Stebner Park Improvement District - Sewer, Water, & Road)**

WHEREAS, the City Council has received and approved a preliminary engineering report for the project (“Project”) known as Stebner Park Improvement District on August 7, 2023.

WHEREAS, the City Council held a public hearing on the Project; and

WHEREAS, ten days’ mailed notice and two weeks’ published notice of the hearing was given, and the hearing was held on the 5th day of September 2023 at which all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, after due consideration the Council believes it is in the best interests of the City of Hermantown to proceed further with the Project; and

WHEREAS, the next step in the process is to prepare final plans and specifications for such project; and

WHEREAS, the City Council desires to proceed to prepare such plans and specifications.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed.
3. The City Engineer is hereby authorized and directed to complete final plans and specifications in the project known as 2023 Sewer Improvement District No. 544 (Stebner Park Improvement District Sewer, Water & Road)
4. Upon completion of such final plans and specifications, the project engineer is requested to present them to the City Council for approval and authorization for bidding.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

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

Resolution No. 2023-123

Resolution Accepting A Proposal For Engineering Services With A Total Not To Exceed Contract Amount Of \$145,785.00 With Northland Consulting Engineers

WHEREAS, the City of Hermantown (“City”) desires to obtain design and construction engineering services with respect to Stebner Park Improvement District No, 544 (Sewer, Water & Road) (“Project”); 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 Stebner Park Improvement District 544 is hereby accepted.

2. The source of payment for the consultant services will be City Fund No. 240-432510-305 Project 544.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____ Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

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

EXHIBIT A

STEBNER PARK ROAD - COST PROPOSAL

Project Tasks		Project Manager	Project Engineer	Project Designer	Estimated Fees
Task 1 - Design Engineering (0-50% Plans) (August 8, 2023 - September 1, 2023)					
1.1	Field Review of Project with City of Hermantown Staff	4	4		\$ 1,320.00
1.2	Review Survey and Geotechnical Report	4	8	16	\$ 3,260.00
1.3	Utility Coordination Meeting (Preparation, Meeting & Meeting Summary)	2	2		\$ 660.00
1.4	Roadway Plan and Profile, and Typical Sections	16	32	80	\$ 14,400.00
1.5	Utility Plan and Profile (Sanitary, Water, Storm)	4	16	40	\$ 6,460.00
1.6	Preliminary Sheet Development (Title Sheet, Schedule, Details, Cross Sections, SWPPP, etc.)	2	8	32	\$ 4,250.00
1.7	Preliminary Bidding Documents and Specifications	2	8		\$ 1,530.00
1.8	Public Meeting Preparation (September 5)	4	4		\$ 1,320.00
1.9	50% Engineer's Estimate	2	4		\$ 950.00
50% Design Review and Public Meeting (September 5, 2023)					
NCE Task 1 Design Hours & Fee:		40	86	168	\$ 34,150.00
Task 2 - Design Engineering (50-100% Plans) (September 5, 2023 - September 21, 2023)					
2.1	Field Review and Coordination Meetings with City of Hermantown Staff	4	4		\$ 1,320.00
2.2	Coordination with St. Louis County	2			\$ 370.00
2.3	Standard Plates, Details, Typical Sections	2	8	16	\$ 2,890.00
2.4	Roadway Plan & Profile Sheets	16	24	96	\$ 14,600.00
2.5	Utility Plan and Profile (Sanitary, Water, Storm)	4	16	32	\$ 5,780.00
2.6	Hydraulic Analysis & Inlet Spacing	2	16		\$ 2,690.00
2.7	Sheet Development (Title Sheet, Schedule, Details, Cross Sections, SWPPP, etc.)	4	4	24	\$ 3,360.00
2.8	Bidding Documents and Specifications	4	8		\$ 1,900.00
2.9	100% Engineers Estimate	2	4		\$ 950.00
100% Plans and Specifications (Bidding September 21, 2023 - October 12, 2023)					
NCE Task 2 Design Hours & Fee:		40	84	168	\$ 33,860.00
Task 3 - Construction Engineering (Fall 2023 - Summer 2024)					
3.1	Project Management	20	40		\$ 9,500.00
3.2	Preconstruction Conference & Bidding Assistance	2	2		\$ 660.00
3.3	Weekly Construction Meetings & Summary	14	14		\$ 4,620.00
3.4	Shop Drawing Review		8		\$ 1,160.00
3.5	Construction Inspection (14 weeks @ 40 hrs/week)			560	\$ 47,600.00
3.6	Materials Testing Coordination		4		\$ 580.00
3.7	Review and Prepare Payment Applications	2	8		\$ 1,530.00
3.8	Record Drawing Preparation	1	4	16	\$ 2,125.00
Completion of Construction (June 24, 2024)					
NCE Task 3 Construction Hours & Fee:		39	80	576	\$ 67,775.00
NCE TOTAL (TASKS 1-2) DESIGN ENGINEERING HOURS & FEE:		80	170	336	\$ 68,010.00
NCE TOTAL (TASK 3) CONSTRUCTION ENGINEERING HOURS & FEE:		39	80	576	\$ 67,775.00

Sub-Consultants			
Alta Land Survey Company - Topographic Survey		Lump Sum	\$ 7,500.00
Alta Land Survey Company - Minor Subdivision		Lump Sum	\$ 2,500.00
Sub-Consultant Fee:			\$ 10,000.00

NCE Hourly Rates	
Project Manager	\$185.00
Project Engineer	\$145.00
Civil Technician	\$85.00

NCE Fee Breakdown	
NCE Design Fee:	\$ 68,010.00
NCE Construction Fee:	\$ 67,775.00
Subconsultant Fee:	\$ 10,000.00
Total NCE Fee:	\$ 145,785.00

Notes & Assumptions:

- 1) The City of Hermantown will be providing wetland delineation and permitting if necessary.
- 2) The City of Hermantown will be providing geotechnical recommendations.
- 3) The City of Hermantown will be providing materials testing.



David Bolf, P.E. - Principal Partner - Lic. No. 40926

Date: 8/4/2023



P.O. BOX 161138
102 S. 21st Ave. W, Suite 4
Duluth, MN 55816-1138
Licensed in MN & WI
Certified Federal Surveyor

Phone: (218) 727-5211
Email: davee@altasurveyduluth.com
Web: www.altalandsurveyduluth.com

Stebner Fields

August 1, 2023

David Bolf, PE
Northland Consulting Engineers, LLP
102 South 21st Avenue West, Ste. 1
Duluth, MN 55806
Phone: 218-727-5995
Email: David@nce-duluth.com

Dear David:

Thank you for the opportunity to propose to you for this project. Based on our conversation, I have prepared the following scope of services relating to this project. Upon your review, if you have any questions or would like additional clarification, please feel free to contact me.

Task 1-Minor Subdivision-Hourly, Not to Exceed \$2,500

This task includes computations, preparation of legal descriptions and a Certificate of Survey for a Minor Subdivision of the proposed parcel to be developed including access to Stebner Road, said subdivision affecting PID No's 395-0010-06630 and 395-0010-06740. The configuration of the subdivision to be provided by NCE/City of Hermantown.

Task 2-Topographic Mapping-Hourly, Not to Exceed \$7,500

This task includes topographic mapping of an approximate area of 20 acres as outlined in your sketch received July 31, 2023. Mapping includes 1-foot contours, spot elevations, utilities as marked or mapped by Gopher State One Call utility locate request, driving surfaces/locations, structures, drainage, and other visible features observed during the survey.

Schedule and Fee

A proposed hourly, not to exceed fee of \$10,000 for the work described above. We anticipate completion of the above-described tasks within 4 weeks of notification to proceed. If you have any questions or concerns, please feel free to contact me. Thank you for the opportunity to quote this project.

Sincerely,

A handwritten signature in black ink that reads 'David R. Evanson' with a stylized flourish at the end.

David R. Evanson, PLS
President
Alta Land Survey Company PC

2023 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>	<u>FILE</u>	<u>To City Council</u>
8/3/2023	23-135	Cathy Remington, WLSSD	John Mulder, City Administrator	WLSSD 2024 Budget & Notice of 9/11/2023 Capital Budget & Solid Waste Mgmt. Fee Public Hearing	7/27/2023		9/5/2023
8/3/2023	23-136	Dale Siemsen, 4993 Thompson Rd.	City of Hermantown	Benson Road	8/3/2023		9/5/2023
8/8/2023	23-137	Will Seuffert, MN Public Utilities Comm.	City of Hermantown	Notice of Public Information & Environmental Assessment Scoping Meetings	8/7/2023		9/5/2023
8/14/2023	23-138	Ryan Kern, Duluth Airshow	John Mulder, City Administrator	Thank You	8/2/2023		9/5/2023
8/14/2023	23-139	Linda Mundell	Wayne Boucher, Mayor	Correspondence	8/4/2023		9/5/2023
8/16/2023	23-140	Chad Ronchetti, 3758 Stebner Rd.	John Mulder, City Administrator	Resignation for HEDA	8/15/2023		9/5/2023
8/23/2023	23-141	Rick Schultz, Coalition of Greater Minnesota Cities	John Mulder, City Administrator	Membership	8/14/2023		9/5/2023
8/28/2023	23-142	John Mulder, City Administrator	Wayne Boucher, Mayor & City Council	Fichtner Park Improvements Sources & Uses	8/4/2023		9/5/2023
8/28/2023	23-143	Jeremy Katchuba, YMCA	Wayne Boucher, Mayor & City Council	Essentia Wellness Center Update	8/21/2023		9/5/2023
8/28/2023	23-144	Lauralin Kania, MN Pollution Control Agency	Adam Lanwehr, 4845 Miller Trunk Hwy.	Petroleum Storage Tank Release Investigation and Corrective Action	8/24/2023		9/5/2023

CITY OF HERMANTOWN
CITY COUNCIL MEETING
Monday, August 21, 2023
6:30 PM Central

MEETING CONDUCTED IN PERSON & VIA ZOOM

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

CITY STAFF: John Mulder, City Administrator; Alissa Wentzlaff, City Clerk; Eric Johnson; Community Development Director; Joe Wicklund, Communications & Community Engagement Director; Jim Crace, Chief of Police; Gunnar Johnson, City Attorney; Patricia Crego, Utility & Infrastructure Director

VISITORS: 9

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

Mayor Boucher formally congratulated Senator Grant Hauschild on receiving a Legislator of Distinction award from the League of Minnesota Cities.

5. **PUBLIC HEARING**

A. **2023-121 - Resolution Of The City Of Hermantown Modifying Municipal Development District No. 1, Approving The Modified Development Program Therefor, Establishing Tax Increment Financing District No. 2: The Greenhouse (A Redevelopment District) And Approving The Tax Increment Financing Plan Therefor Within Municipal Development District No. 1**

Vivian Gangl of 3783 Keene Creek Lane asked the council what “The Greenhouse” is and if Hermantown Road will be redone.

Peggy Hiestand-Harri of 3773 Keene Creek Lane opposed the project due to traffic and safety concerns.

Rod Saline of 3296 N Little Alden Lake Road spoke on traffic patterns near the proposed Tax Increment Financing District.

Public hearing closed at 6:49 p.m.

Motion to approve 2023-121 Resolution Of The City Of Hermantown Modifying Municipal Development District No. 1, Approving The Modified Development Program Therefor, Establishing Tax Increment Financing District No. 2: The Greenhouse (A Redevelopment District) And Approving The Tax Increment Financing Plan Therefor Within Municipal Development District No. 1. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

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

Yea: 5, Nay: 0

6. **COMMUNICATIONS**

A. Correspondence 23-135 through 23-139 placed on file

7. **PRESENTATIONS**

A. **2nd Quarter Financials**

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

B. **Preliminary 2024 General Fund Budgeted Expenditures**

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

C. **Fichtner Park Update**

John Mulder, City Administrator
(Pre-Agenda Only)

D. **Essentia Wellness Center Report**

Joe Wicklund, Communications & Community Engagement Dir.
(Pre-Agenda Only)

8. **PUBLIC DISCUSSION**

9. **MOTIONS**

10. **CONSENT AGENDA**

A. **Minutes** - Approval or correction of August 7, 2023 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from August 1, 2023 through August 15, 2023 in the amount of \$1,538,496.97

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

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

Yea: 5, Nay: 0

11. **ORDINANCES**

12. **RESOLUTIONS**

A. **2023-117 Resolution Approving Change Orders Numbers 10 Through 12 For Road Improvement Project 534 (Ugstad & Arrowhead Roads)**

(motion, roll call)

Motion to approve 2023-117 Resolution Approving Change Orders Numbers 10 Through 12 For Road Improvement Project 534 (Ugstad & Arrowhead Roads). This motion, made by Councilor Ellie Jones and seconded by Councilor Andy Hjelle, Carried.

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

Yea: 5, Nay: 0

B. **2023-118 Resolution Approving Pay Request Number 3 For Road Improvement District 534 To Ulland Brothers, Inc. In The Amount Of \$701,814.09**

(motion, roll call)

Motion to approve 2023-118 Resolution Approving Pay Request Number 3 For Road Improvement District 534 To Ulland Brothers, Inc. In The Amount Of \$701,814.09. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

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

Yea: 5, Nay: 0

C. 2023-119 Resolution Approving Pay Request Number 2 For Road Improvement District 538 To Ulland Brothers, Inc. In The Amount Of \$344,444.04

(motion, roll call)

Motion to approve 2023-119 Resolution Approving Pay Request Number 2 For Road Improvement District 538 To Ulland Brothers, Inc. In The Amount Of \$344,444.04. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Andy Hjelle, Carried.

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

Yea: 5, Nay: 0

D. 2023-120 Resolution Accepting A Proposal For Engineering Services With A Total Not To Exceed Contract Amount Of \$233,880.00 For Fichtner Park Improvements As Part Of The Community Recreation Initiative From Northland Consulting Engineers

(motion, roll call)

Motion to approve 2023-120 Resolution Accepting A Proposal For Engineering Services With A Total Not To Exceed Contract Amount Of \$233,880.00 For Fichtner Park Improvements As Part Of The Community Recreation Initiative From

Northland Consulting Engineers. This motion, made by Councilor Brian LeBlanc and seconded by Councilor Ellie Jones, Carried.

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

Yea: 5, Nay: 0

13. **CLOSED SESSION**

A. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statute §13D.03 to consider confidential information related to labor negotiations strategy. Following this closed session, the Hermantown City Council will re-convene in an open session.

(motion, roll call)

Motion to recess at 7:00 p.m. Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statute §13D.03 to consider confidential information related to labor negotiations strategy. Following this closed session, the Hermantown City Council will re-convene in open session. This motion, made by Councilor John Geissler and seconded by Councilor Ellie Jones, Carried.

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

Yea: 5, Nay: 0

Motion to reconvene into open sessions at 8:30 p.m. This motion, made by Councilor Ellie Jones and seconded by Councilor Andy Hjelle, Carried.

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

Yea: 5, Nay: 0

14. **RECESS**

Motion to recess at 8:30 p.m. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

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

Yea: 5, Nay: 0

Mayor

ATTEST:

City Clerk

CITY OF HERMANTOWN

CHECKS #70164-70208
08/16/2023 - 08/31/2023

PAYROLL CHECKS

Electronic Checks - #-67469-67517 \$83,391.76

LIABILITY CHECKS

Electronic Checks - #-67463-67468 \$61,783.91

Checks - #70202-70208 \$5,122.68

PAYROLL EXPENSE TOTAL \$150,298.35

ACCOUNTS PAYABLE

Checks - #70164-70201 \$283,593.31

Electronic Payments #-99223-99242 \$210,045.30

ACCOUNTS PAYABLE TOTAL \$493,638.61

TOTAL \$643,936.96

CITY OF HERMANTOWN, MN 08/16/2023-08/31/2023
Check # is between 70164 and 70201 or Check # is between -99242 and -99223

8/24/2023

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	FIRST BANKCARD	June First Bancard Heinbuch	39.79	-99242
101	415300	Administration & Finance	FIRST BANKCARD	June First Bancard Mulder	1,395.00	-99242
101	415300	Administration & Finance	FIRST BANKCARD	June First Bancard Orme	10.45	-99242
101	415300	Administration & Finance	FIRST BANKCARD	June First Bancard Orme	373.55	-99242
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	June First Bancard Orme	772.76	-99242
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	June First Bancard Orme	327.84	-99242
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	June First Bancard Heinbuch	64.65	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Knapp	15.98	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Heinbuch	8.49	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Pfeiffer	148.98	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Esterbrooks	14.88	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Esterbrooks	149.88	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Pfeiffer	150.00	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Prouse	18.23	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Heinbuch	39.79	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Gottschald	12.38	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Stracek	162.61	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Ross	77.65	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Ross	139.62	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Crace	19.67	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Leibel	5.96	-99242
101	421100	Police Administration	FIRST BANKCARD	June First Bancard Ross	23.04	-99242
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	June First Bancard Orme	193.20	-99242
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	June First Bancard Orme	81.96	-99242
101	431100	Street Department	FIRST BANKCARD	June First Bancard Orme	44.36	-99242
101	431100	Street Department	FIRST BANKCARD	June First Bancard Senst	174.18	-99242
101	431100	Street Department	FIRST BANKCARD	June First Bancard Bjonskaas	87.09	-99242
101	431100	Street Department	FIRST BANKCARD	June First Bancard Orme	236.90	-99242
101	431100	Street Department	FIRST BANKCARD	June First Bancard Senst	17.90	-99242
101	452100	Parks	FIRST BANKCARD	June First Bancard Senst	66.77	-99242
601	494400	Water Administration and General	FIRST BANKCARD	June First Bancard Orme	94.76	-99242
601	494400	Water Administration and General	FIRST BANKCARD	June First Bancard Orme	3.48	-99242
601	494400	Water Administration and General	FIRST BANKCARD	June First Bancard Orme	12.50	-99242
601	494400	Water Administration and General	FIRST BANKCARD	June First Bancard Orme	17.74	-99242
601	494400	Water Administration and General	FIRST BANKCARD	June First Bancard Senst	17.90	-99242
601	494400	Water Administration and General	FIRST BANKCARD	June First Bancard Senst	100.00	-99242
602	494900	Sewer Administration and General	FIRST BANKCARD	June First Bancard Orme	3.48	-99242
602	494900	Sewer Administration and General	FIRST BANKCARD	June First Bancard Senst	99.99	-99242

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	FIRST BANKCARD	June First Bancard Orme	142.14	-99242
602	494900	Sewer Administration and General	FIRST BANKCARD	June First Bancard Senst	17.89	-99242
602	494900	Sewer Administration and General	FIRST BANKCARD	June First Bancard Orme	26.62	-99242
602	494900	Sewer Administration and General	FIRST BANKCARD	June First Bancard Orme	12.50	-99242
275	452200	Community Building	FIRST BANKCARD	June First Bancard Orme	1,377.20	-99242
275	452200	Community Building	FIRST BANKCARD	June First Bancard Orme	1,534.30	-99242
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	422.81	-99241
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	367.67	-99241
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas FH#1	516.77	-99241
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Bldg - Jun 23	39.55	-99241
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC- Jun 23	5,187.32	-99241
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	July Water Charges	89,294.77	-99240
101	415300	Administration & Finance	FIRST BANKCARD	July First Bankcard Orme	170.00	-99239
101	415300	Administration & Finance	FIRST BANKCARD	July First Bankcard Heinbuch	89.27	-99239
101	415300	Administration & Finance	FIRST BANKCARD	July First Bankcard Orme	49.34	-99239
101	415300	Administration & Finance	FIRST BANKCARD	July First Bankcard Heinbuch	39.79	-99239
101	415300	Administration & Finance	FIRST BANKCARD	July First Bankcard Mulder	300.00	-99239
101	415300	Administration & Finance	FIRST BANKCARD	July First Bankcard Orme	1,832.00	-99239
101	415300	Administration & Finance	FIRST BANKCARD	July First Bankcard Orme	10.45	-99239
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	July First Bankcard Heinbuch	102.00	-99239
101	421100	Police Administration	FIRST BANKCARD	July First Bankcard Pernu	150.00	-99239
101	421100	Police Administration	FIRST BANKCARD	July First Bankcard Dwyer	60.00	-99239
101	421100	Police Administration	FIRST BANKCARD	July First Bankcard Crace	76.00	-99239
101	421100	Police Administration	FIRST BANKCARD	July First Bankcard Ross	88.10	-99239
101	421100	Police Administration	FIRST BANKCARD	July First Bankcard Ross	89.51	-99239
101	421100	Police Administration	FIRST BANKCARD	July First Bankcard Pfeiffer	441.59	-99239
101	421100	Police Administration	FIRST BANKCARD	July First Bankcard Pernu	401.92	-99239
101	431100	Street Department	FIRST BANKCARD	July First Bankcard Senst	294.29	-99239
101	431100	Street Department	FIRST BANKCARD	July First Bankcard Senst	435.45	-99239
101	431901	City Garage	FIRST BANKCARD	July First Bankcard Heinbuch	97.78	-99239
601	494400	Water Administration and General	FIRST BANKCARD	July First Bankcard Orme	3.48	-99239
601	494400	Water Administration and General	FIRST BANKCARD	July First Bankcard Orme	12.50	-99239
602	494900	Sewer Administration and General	FIRST BANKCARD	July First Bankcard Orme	3.48	-99239
602	494900	Sewer Administration and General	FIRST BANKCARD	July First Bankcard Orme	12.50	-99239
275	452200	Community Building	FIRST BANKCARD	July First Bankcard Orme	490.00	-99239
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C308	96.00	-99238
101	421100	Police Administration	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica C300&C3320	119.58	-99238
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	159.12	-99237

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas -CH/PD	138.21	-99237
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas -FH #1	168.92	-99237
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building - Ju	37.81	-99237
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC - Jul 23	2,751.23	-99237
402	431150	Street Improvements	BRAUN INTERTEC CORPORATION	Ugstad Road Project	4,878.75	-99236
240	432510	Trunk Sewer Construction	BRAUN INTERTEC CORPORATION	Okerstrom Rd - Rd & Utility Im	1,130.00	-99236
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services Jul 2023	4,500.00	-99235
101	421100	Police Administration	ELITE PORTABLE TOILETS, LLC	NNO - Portable Toilets	295.00	-99234
101	452100	Parks	ELITE PORTABLE TOILETS, LLC	Portable Toilets	1,350.00	-99234
475	431150	Street Improvements	EPC ENGINEERING & TESTING LLC	Richard Lindgren - SAP 202-080	961.00	-99233
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	JuL 23 Locates	149.04	-99232
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	JuL 23 Locates	99.36	-99232
602	494500	Sewer Maintenance	GREAT LAKES PIPE SERVICE INC	Sewer Cleaning	1,525.00	-99231
230	465100	HEDA	HTB PROJECT NAVIGATION, LLC	Proposed Hermantown Business P	1,282.50	-99230
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	1,721.95	-99229
101	431100	Street Department	INTER CITY OIL CO INC	Fuel	928.86	-99229
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Antifreeze	35.06	-99228
402	431150	Street Improvements	MSA PROFESSIONAL SERVICES, INC.	Ugstad Road Reconditioning - C	58,739.37	-99227
101	416100	City Attorney	OVEROM LAW, PLLC	2023 Change Order Procedure Up	307.00	-99226
101	416100	City Attorney	OVEROM LAW, PLLC	3719 Johnson Rd - Nguyen Nuisa	492.00	-99226
101	416100	City Attorney	OVEROM LAW, PLLC	Performance Development Group	84.00	-99226
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	2,000.00	-99226
101	416100	City Attorney	OVEROM LAW, PLLC	City Hall Roof Insulation Proj	180.00	-99226
101	416100	City Attorney	OVEROM LAW, PLLC	2023 Compensation Review	365.50	-99226
101	416100	City Attorney	OVEROM LAW, PLLC	Paul Senst Accident Claim	84.00	-99226
101	416100	City Attorney	OVEROM LAW, PLLC	3M PFAS Class Action	161.50	-99226
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Projects	356.00	-99226
101	419100	Community Development	OVEROM LAW, PLLC	Planning & Zoning Commission	16.21	-99226
101	419100	Community Development	OVEROM LAW, PLLC	Community Development Matters	144.00	-99226
101	421100	Police Administration	OVEROM LAW, PLLC	Police Dept Personnel Matters	420.00	-99226
101	421100	Police Administration	OVEROM LAW, PLLC	Gale Rachuy Claim	36.00	-99226
101	422100	Fire Administration	OVEROM LAW, PLLC	Creation of New City Fire Dept	1,501.00	-99226
230	465100	HEDA	OVEROM LAW, PLLC	Hwy 53 Business Park Developme	135.00	-99226
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	420.00	-99226
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Xcel Development	60.00	-99226
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Sale to Brett Kolquist	1,004.00	-99226
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue and Lindgren Rd	11.00	-99226
475	431150	Street Improvements	OVEROM LAW, PLLC	Richard Avenue-Lindgren Rd MN	72.00	-99226

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
415	465200	Community Development	OVEROM LAW, PLLC	Construction Manager at Risk M	1,122.50	-99226
415	465200	Community Development	OVEROM LAW, PLLC	Arena Construction	3,649.75	-99226
603	441100	Storm Water	OVEROM LAW, PLLC	Stormwater Utility Matters	48.00	-99226
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Okerstrom Sewer & RD Project N	122.30	-99226
601	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Verizon Water Tower Lease	72.00	-99226
101	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	Peyton Acres Development Matte	140.00	-99226
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	P&R Properties Tax Increment M	4,407.75	-99226
101	419901	City Hall & Police Building Maintenance	TELCOLOGIX	Aug 2023 Maintenance	237.85	-99225
101	422901	Firehall #1 Maple Grove Road	TELCOLOGIX	Aug 2023 Maintenance	70.35	-99225
101	431100	Street Department	TELCOLOGIX	Aug 2023 Maintenance	16.75	-99225
101	452200	Community Building	TELCOLOGIX	Aug 2023 Maintenance	10.05	-99225
101	417200	Communications	VC3	Replacement Keyboard - Wicklun	197.85	-99224
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Health Ins Aug Inactives	1,459.60	-99223
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Health Ins Aug Inactives	162.18	-99223
101	431100	Street Department	A & S TRUCK AND TRAILER REPAIR	Crossmember Repair - H4	1,185.70	70164
101	415300	Administration & Finance	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	37.50	70165
101	415300	Administration & Finance	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	224.92	70165
101	419100	Community Development	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	49.00	70165
101	424100	Building Inspection	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	95.00	70165
601	494400	Water Administration and General	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	12.25	70165
601	494400	Water Administration and General	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	71.48	70165
602	494900	Sewer Administration and General	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	12.25	70165
602	494900	Sewer Administration and General	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	71.48	70165
101	471200	Other Debt Principal	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	44.98	70165
101	417200	Communications	ADVANTAGE EMBLEM & SCREEN PRINTING INC	Uniform Rebranding	22.50	70165
101	427100	Poundmaster	ANIMAL ALLIES HUMANE SOCIETY	Jul 2023 Boarding	288.00	70166
101	421100	Police Administration	BATTERIES PLUS BULBS	Back-Up Battery	60.12	70167
101	419901	City Hall & Police Building Maintenance	BELKNAP PLUMBING & HEATING	RPZ Testing - CH/FH1	125.00	70168
101	431901	City Garage	BELKNAP PLUMBING & HEATING	RPZ Testing/Repair - PW	647.38	70168
101	431100	Street Department	BW DISTRIBUTING	Car Wash Soap/Solver/Brake Cle	360.97	70169
101	341010	Building Rentals	CENTER FOR ALCOHOL & DRUG TREATMENT	Training Center Refund	950.00	70170
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	38.49	70171
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	38.48	70171
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	38.48	70171
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 07/28/23-08/27/23	79.98	70172
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	70173
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	70173
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70173

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70173
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.38	70173
101	431100	Street Department	CINTAS CORPORATION	Uniforms	7.92	70173
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.20	70173
101	431100	Street Department	CINTAS CORPORATION	Uniforms	23.38	70173
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70173
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70173
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	70173
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	30.03	70173
101	431901	City Garage	CINTAS CORPORATION	Supplies	28.51	70173
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	70173
601	494300	Water Distribution	CORE & MAIN LP	Return Water Meter Retrofit Ki	-380.00	70174
601	494300	Water Distribution	CORE & MAIN LP	3/4" Check Valves	734.93	70174
101	421100	Police Administration	CROW-GOEBEL VETERINARY CLINIC, P A	Tuuko - Vet	134.89	70175
101	421100	Police Administration	CROW-GOEBEL VETERINARY CLINIC, P A	Jack - Vet	704.70	70175
101	421100	Police Administration	CROW-GOEBEL VETERINARY CLINIC, P A	Jack - Vet	203.33	70175
101	421100	Police Administration	CROW-GOEBEL VETERINARY CLINIC, P A	Tuuko - Vet	711.00	70175
601	494400	Water Administration and General	CUSTOMER ELATION INC	07/04 - 07/31/23 Answering	31.17	70176
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	07/04 - 07/31/23 Answering	20.78	70176
101	431100	Street Department	DIAMOND MOWERS LLC	ROW Mower Parts	176.04	70177
101	431100	Street Department	DIAMOND MOWERS LLC	ROW Mower Parts	144.92	70177
415	465200	Community Development	DSGW ARCHITECTS	Hermantown Arena	19,380.00	70178
460	465100	HEDA	EHLERS & ASSOCIATES INC	TIF Reporting - 2022	1,391.25	70179
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Water Valve Repair Part/Anode	8,502.87	70180
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Water Valve/Conductivity Strap	1,752.10	70180
603	441100	Storm Water	HALVERSON, GORDON SCOTT	Easement - Lindahl Rd Bridge R	500.00	70181
602	494500	Sewer Maintenance	HEDBERG EXCAVATING, LLC	Sewer Repair- Morris Thomas Ro	2,725.00	70182
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	City Council Minutes	99.00	70183
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	74.25	70183
460	465100	HEDA	HERMANTOWN STAR LLC	Disclosure Statement	74.25	70183
601	494400	Water Administration and General	HERMANTOWN STAR LLC	PW Maintenance Worker	33.00	70183
602	494900	Sewer Administration and General	HERMANTOWN STAR LLC	PW Maintenance Worker	19.80	70183
603	441100	Storm Water	HERMANTOWN STAR LLC	PW Maintenance Worker	13.20	70183
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Jul	12,498.59	70184
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Expo/Clip/Pushpin/Form	55.43	70185
101	419100	Community Development	INNOVATIVE OFFICE SOLUTIONS, LLC ²³	Expo/Clip/Pushpin/Form	10.05	70185
601	494400	Water Administration and General	INNOVATIVE OFFICE SOLUTIONS, LLC	Expo/Clip/Pushpin/Form	4.52	70185
601	494400	Water Administration and General	INNOVATIVE OFFICE SOLUTIONS, LLC	Keyboard/Mouse	11.72	70185

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
602	494900	Sewer Administration and General	INNOVATIVE OFFICE SOLUTIONS, LLC	Keyboard/Mouse	11.72	70185
602	494900	Sewer Administration and General	INNOVATIVE OFFICE SOLUTIONS, LLC	Expo/Clip/Pushpin/Form	4.51	70185
101	421100	Police Administration	INTERSTATE ALL BATTERY CENTER	Battery - Speed Trailer - PD	329.90	70186
240	433500	Water Improvements	KTM PAVING INC	Haines Rd Watermain Extension	2,120.00	70187
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Auto Supplies-PD	8.25	70188
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Car Wash PD	263.98	70188
101	421100	Police Administration	KWIK TRIP EXTENDED NETWORK	Gas PD	4,915.11	70188
101	431100	Street Department	KWIK TRIP EXTENDED NETWORK	Gas Street	399.95	70188
601	494300	Water Distribution	KWIK TRIP EXTENDED NETWORK	Gas Utility	684.75	70188
602	494500	Sewer Maintenance	KWIK TRIP EXTENDED NETWORK	Gas Utility	456.50	70188
101	421100	Police Administration	MENARD INC	NNO Supplies	7.52	70189
101	422902	Firehall #2 Morris Thomas Road	MENARD INC	Mulch/Gloves - FH2	63.62	70189
101	431100	Street Department	MENARD INC	Wasp Spray	35.76	70189
601	494300	Water Distribution	MENARD INC	Silicone	11.98	70189
601	494300	Water Distribution	MENARD INC	Concrete Block for Valve	41.88	70189
101	419901	City Hall & Police Building Maintenance	MN DEPT OF LABOR & INDUSTRY	Boilers - 51111 Maple Grove	40.00	70190
101	422901	Firehall #1 Maple Grove Road	MN DEPT OF LABOR & INDUSTRY	Pressure Vessel - FH1	10.00	70190
101	431100	Street Department	MN DEPT OF LABOR & INDUSTRY	PW Boiler Permit	10.00	70190
601	494400	Water Administration and General	MN DEPT OF LABOR & INDUSTRY	PW Boiler Permit	5.00	70190
602	494900	Sewer Administration and General	MN DEPT OF LABOR & INDUSTRY	PW Boiler Permit	5.00	70190
240	433500	Water Improvements	MN POWER	AMI Water Tower Connection	1,237.00	70191
101	431100	Street Department	NAPA AUTO PARTS	Oil Filter	319.65	70192
101	150000	Prepaid Items	NORTH RISK PARTNERS	Workers Comp/MN Special Comp	74,978.00	70193
601	214500	Escrow Deposits Payable	SHORT ELLIOTT HENDRICKSON INC	HERT 22 Sprint @ Hawk Circle W	643.70	70194
601	214500	Escrow Deposits Payable	SHORT ELLIOTT HENDRICKSON INC	HERT 22 Sprint @ Hawk Circle W	500.00	70194
230	465100	HEDA	STORY NORTH PRODUCTIONS	Video Production-Business Feat	6,000.00	70195
101	417200	Communications	STORY NORTH PRODUCTIONS	Video Production-Youth Sports	5,750.00	70195
101	431100	Street Department	TERHAAR, JERRIE	Reimburse Safety Boots	162.50	70196
601	494300	Water Distribution	TERHAAR, JERRIE	Reimburse Safety Boots	81.25	70196
602	494500	Sewer Maintenance	TERHAAR, JERRIE	Reimburse Safety Boots	81.25	70196
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter - SQD 14	138.08	70197
101	421100	Police Administration	USA TOWING & RECOVERY	Towing - ICR# 23111089	65.00	70198
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Jul 2023 Bill Print	558.93	70199
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Jul 2023 Bill Print	558.93	70199
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Jul 2023 Bill Print	558.93	70199
240	432510	Trunk Sewer Construction	VEIT & COMPANY INC	Okerstrom Rd Sewer Improvement	127,244.33	70200
602	362990	Miscellaneous Revenue	WLSSD	CAF Fee - Jason Bramstedt	940.00	70201

Totals: 227 records printed

493,638.61

Ordinance No. 2023-06

The City Council of the City of Hermantown does ordain:

AN ORDINANCE AMENDING CHAPTER 300, SMOKING POLICY, PROHIBITING THE USE OF CANNABINOID PRODUCTS IN PUBLIC STRUCTURES, PUBLIC VEHICLES, PARKS AND RECREATION AREAS

Section 1. **Purpose and Intent.** The purpose and intent of this amendment is to protect the employees of the City of Hermantown and the general public utilizing public structures, public vehicles, and other facilities and recreational areas, such as parks and school grounds, controlled by the City or located within the City, but owned, operated or controlled by any other political or governmental subdivision,

Section 2. **Amendment to Smoking Policy, Section 300.02.4.** Section 300.02.4, is hereby amended to read and inserted into the Hermantown City Code as follows:

300.02.4 “Smoke” or “smoking” shall mean inhaling or exhaling smoke from any lighted or heated cigarette, cigar, pipe, or any other lighted or heated tobacco or plant product, or Cannabinoid Products, as defined in Section 300.02.5 of this Code, or inhaling or exhaling vapor from any Electronic Delivery Device, as defined in Section 400.02. Smoking shall include carrying a lighted or heated cigarette, cigar, or pipe or any other lighted or heated tobacco, ~~or~~ plant product or Cannabinoid Products intended for inhalation.

Deleted language is struck out and added language is underlined.

Section 3. **Addition of Smoking Policy, Section 300.02.5.** A new Section 300.02.5 is hereby added to read and inserted into the Hermantown City Code as follows:

300.02.5 “Cannabinoid Products” shall mean products containing the cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products as defined by Minnesota Statutes § 342.01, as may be amended from time to time.”

Section 4. **Amendment to Smoking Policy, Section 300.03.** Section 300.03, Smoke Free Requirements, is hereby amended to read and inserted into the Hermantown City Code as follows:

300.03 Smoke Free Requirements. No person may smoke within a public structure or a public vehicle at any time. Pursuant to Minnesota Statutes, § 152.0263, subd. 5, the term “public structures”, as defined in this Section, shall not include a public place where the premises of an establishment or event licensed

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to permit on-site consumption of Cannabinoid Products, as defined in Section 300.02.5 of this Code.”

Deleted language is struck out and added language is underlined.

Section 5. **Amendment to Parks and Recreation, Section 330.08.7.** Section 330.08.7, Intoxicating Liquor, is hereby amended to read and inserted into the Hermantown City Code as follows:

“330.08.7 Intoxicating Liquor and Cannabinoid Products. No person shall drink intoxicating liquor or use or otherwise consume Cannabinoid Products, as defined in Section 300.02.5 of this Code, in or upon any park or recreation area. Pursuant to Minnesota Statutes, § 152.0263, subd. 5, the term “park”, as defined in this Section, shall not include a public place where the premises of an establishment or event licensed to permit on-site consumption of Cannabinoid Products.”

Deleted language is struck out and added language is underlined.

Section 6. **Amendment to be Inserted in Code.** After this ordinance becomes effective, the changes made by this ordinance shall be made in the appropriate place in the Hermantown City Code. This ordinance shall be published in the official newspaper of the City.

Section 7. **Effective Date.** The provisions of this Ordinance shall be effective after adoption and immediately upon publication once in the official newspaper of the City of Hermantown.

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

City Resolution No. 2023-124
School Resolution No. _____
HAHA Resolution No. _____

Joint Resolution Of Intent To Upgrade The Hermantown Ice Arena Between Independent School District 700 And The City Of Hermantown

WHEREAS, Independent School District 700 (“School District”) owns and operates the Hermantown ice arena; and

WHEREAS, the City of Hermantown (“City”) is following through on a strong community desire to have increased recreational opportunities, including adding an additional sheet of indoor ice to the current hockey arena; and

WHEREAS, the School District has long supported hockey as one of its many enriching, extracurricular opportunities for students

WHEREAS, participation of girls and boys, of all ages, in athletics, including hockey, is an important component of the school experience and has been show to improve educational outcomes for participating students; and

WHEREAS, the School District is consistently striving to promote involvement in athletics and extracurricular opportunities as part of their robust and student-focused programming; and

WHEREAS, the School is celebrated locally, regionally, and nationally for its success in both girls and boys hockey, including recent and multiple state championships for both the Mirage and Hawks; and

WHEREAS, the City also receives the benefit for being known as a place containing an incredible school with top-notch academic and extracurricular opportunities; and

WHEREAS, it is known that the current single sheet of indoor ice is currently unable to support the full-scope of community members of all ages who wish to participate; and

WHEREAS, the limited space for indoor ice time in our community cannot support all of interested and developing youth hockey players which has resulted in Hermantown families having to drive to other arenas outside of the City and as far as other counties and states; and

WHEREAS, residents of the City believe that a second sheet of indoor ice and facility upgrades (“Project”) is an ongoing priority to better serve the community; and

WHEREAS, residents of the City passed a local option sales tax referendum in November of 2022 to provide \$10,840,000 for a second sheet of ice at the Ice Arena as part of the Recreation Initiative; and

WHEREAS, the State of Minnesota has recognized the need for a second sheet of ice and in 2023 approved a capital appropriated of \$7,475,000 for the “Project; and

WHEREAS, the City Council of the City, the School Board of the School District have duly considered this matter and believes that it is in the best interest of the community to work cooperatively on the Project.

NOW, THEREFORE, BE IT RESOLVED in consideration of the foregoing, the City Council and School Board hereby resolve as follows:

1. The City and the School District will participate in the planning, budgeting, and design of the upgrades to the Ice Arena to serve the needs of the community.

2. The City will take the lead on contracting, construction, and financial administration of the Project.

3. The parties intend to have the School retain as much ownership and control of the completed Project as possible given funding restrictions. The parties anticipate that the City will have an easement type interest in the Project that complies with State funding requirements, and the School District will have a use agreement that also complies with the State funding requirements. The School will at all times retain full ownership of its building and all improvements constructed upon School real estate.

4. As a prerequisite to proceeding with a project, the City would need to demonstrate to the satisfaction of the School that (1) available government funds and private funds have been fully secured to complete the project, (2) there is a realistic construction budget that is under the available and secured funds for the project, and (3) there is a realistic timeline for how construction will impact the building's use and final completion date. These requirements must be met before the school board consents to the City awarding construction bids. Any private, non-government funding must be approved by the School.

5. The parties will work to minimize disruption for the local hockey programs and School District operations in staging the Project construction.

City of Hermantown, Minnesota:

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:

And the following voted in opposition thereto:

None.

WHEREUPON, such resolution was declared duly passed and adopted on September 5, 2023 by the Hermantown City Council.

City of Hermantown

Independent School District No. 700

By _____
Wayne Boucher, Its Mayor

By _____
Wayne Whitwam, Its Superintendent

August 29, 2023

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

Re: Okerstrom Rd - Sewer Improvement District No. 451

Dear John:

Attached is Pay Application #2 for the work associated with the Okerstrom Rd Project – Sewer Improvement District No. 451 from July 28, 2023 through August 25, 2023. NCE and Veit have reviewed the project progress thus far and agreed upon quantities of work completed. The amount of Pay Application #2 is **\$279,824.90**. The City will hold a 5% retainage of the completed construction through the duration of the project. This retainage amount for pay application #2 is **\$13,991.24**.

NCE has reviewed the quantities through construction inspection and discussions with Veit representatives. I recommend payment in the amount of **\$265,833.66** be authorized at the September 5, 2023 City Council Meeting.

Please contact me with any questions you may have.

Thank you,



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

CC: Chase Ernste, E.I.T., Northland Consulting Engineers
Will Goldsworthy, Project Manager, Veit & Company Inc.

Resolution No. 2023-125

**Resolution Approving Pay Request Number 2 For Sewer Improvement District 451 To Veit
In The Amount Of \$265,833.66**

WHEREAS, the City of Hermantown has contracted with Veit for Sewer Improvement District 451 (“Project”); and

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

WHEREAS, Veit has submitted Pay Request No. 2 in the amount of \$265,833.66; and

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

WHEREAS, Northland Consulting Engineers LLP has approved such Pay Request No. 2 provided that \$13,991.24 as retainage of 5% be withheld pending final acceptance of the Project by the City of Hermantown.

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

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

1. Pay Request No. 2 is hereby approved.
2. The City is hereby authorized and directed to pay to Veit the sum of \$265,833.66 which is the amount represented on Pay Request No. 2.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____ and Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

WHEREUPON, such resolution has been duly passed and adopted September 5, 2023.



Contractor's Application for Payment

No. 2

Application Period:	July 28, 2023 through August 25, 2023	Application Date:	9/5/2023
To (Owner): City of Hermantown	Project: Okerstrom Rd Sewer Impr. District #451	From (Contractor): Veit and Company Inc.	Via (Engineer): Northland Consulting Engineers, LLP
Owner's Contract Number: Sewer Improvement District #451	Contractor's Project Number:	Engineer Project Number: 22-8009	

Application For Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1		
2		
3		
4		
TOTAL		
NET CHANGE BY CHANGE ORDER:		

Application For Payment Previous Pay Application Summary		
Approved Pay Applications		
Number	Date	Amount
1	8/7/2023	\$ 127,244.33
2		
3		
4		
8. TOTALS		

1. ORIGINAL CONTRACT PRICE.....	\$	934,142.90
2. Net change by Change Orders.....	\$	0.00
3. Current Contract Price (Line 1 ± 2).....	\$	934,142.90
4. TOTAL COMPLETED AND STORED TO DATE		
See attached Pay Application Summary.....	\$	413,766.30
5. RETAINAGE:		
a. 5% X \$413,766.30 Work Completed.....	\$	20,688.32
b. X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	20,688.32
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	393,077.99
7. LESS PREVIOUS PAYMENTS (Line 8).....	\$	127,244.33
9. AMOUNT DUE THIS APPLICATION.....	\$	265,833.66
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - 4 + Line 5.c above).....	\$	541,064.92

Payment of: \$ **265,833.66**

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

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

Recommended by:

_____ 8/29/2023
 David Bolf, P.E. - City Engineer (Date)

Approved by:

 John Mulder, City Administrator (Date)



Pay Application #2 - September 5, 2023
City of Hermantown
Okerstrom Rd
Sewer Improvement District #451

Item No.	Spec. Number	Item Description	Unit of Measure	Contract Total Quantities	Veit Unit Price	Total Project	
						Completed Quantities	Completed Cost
BASE BID							
1	2021.501	MOBILIZATION	LS	1	\$ 54,000.00	1	\$54,000.00
2	2101.505	CLEARING	ACRE	0.71	\$ 6,700.00	0.65	\$4,355.00
3	2101.505	GRUBBING	ACRE	0.71	\$ 6,700.00	0.65	\$4,355.00
4	2104.502	REMOVE LIFT STATION	EACH	1	\$ 5,600.00	-	\$0.00
5	2104.502	SALVAGE SIGN TYPE C	EACH	1	\$ 45.00	-	\$0.00
6	2104.502	REMOVE MANHOLE	EACH	1	\$ 520.00	-	\$0.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	243	\$ 2.30	100	\$230.00
8	2104.503	REMOVE WATER SERVICE PIPE	LF	230	\$ 21.10	1267	\$26,733.70
9	2104.503	REMOVE WATER MAIN	LF	825	\$ 16.00	-	\$0.00
10	2104.503	REMOVE PIPE CULVERTS	LF	122	\$ 16.00	96	\$1,536.00
11	2105.607	SELECT GRANULAR BORROW MOD 7% (CV)	CY	1875	\$ 27.00	-	\$0.00
12	2106.507	EXCAVATION - COMMON	CY	3374	\$ 13.00	1000	\$13,000.00
13	2106.507	EXCAVATION - MUCK	CY	665	\$ 13.00	85	\$1,105.00
14	2106.507	GRANULAR EMBANKMENT (CV)	CY	665	\$ 26.00	-	\$0.00
15	2108.504	GEOTEXTILE FABRIC TYPE 5 (WOVEN)	SY	3550	\$ 1.10	-	\$0.00
16	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	1230	\$ 32.00	-	\$0.00
17	2211.507	AGGREGATE BASE (CV) CLASS 5 (DRIVEWAYS)	CY	70	\$ 39.00	-	\$0.00
18	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C)	TON	265	\$ 116.00	-	\$0.00
19	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C) (DRIVEWAYS)	TON	7.5	\$ 151.00	-	\$0.00
20	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3;C)	TON	265	\$ 113.00	-	\$0.00
21	2411.507	GRANULAR BACKFILL (CV)	CY	290	\$ 22.50	-	\$0.00
22	2501.502	18" GS PIPE APRON	EACH	4	\$ 590.00	-	\$0.00
23	2501.502	24" GS PIPE APRON	EACH	2	\$ 690.00	-	\$0.00
24	2501.502	12" RC PIPE APRON	EACH	2	\$ 1,600.00	-	\$0.00
25	2501.502	18" RC PIPE APRON	EACH	2	\$ 1,750.00	-	\$0.00
26	2501.502	24" RC PIPE APRON	EACH	2	\$ 1,960.00	-	\$0.00
27	2501.503	12" RC PIPE CULVERT	LF	32	\$ 96.00	-	\$0.00
28	2501.503	12" CAS PIPE CULVERT	LF	68	\$ 59.00	-	\$0.00
29	2501.503	18" CAS PIPE CULVERT	LF	71	\$ 76.00	-	\$0.00
30	2501.503	24" CAS PIPE CULVERT	LF	35	\$ 89.00	-	\$0.00
31	2502.503	4" PERF PVC PIPE DRAIN	LF	1520	\$ 11.50	-	\$0.00
32	2503.503	12" RC PIPE SEWER CLASS III	LF	283	\$ 72.00	-	\$0.00
33	2503.503	18" RC PIPE SEWER CLASS III	LF	56	\$ 94.00	-	\$0.00
34	2503.503	24" RC PIPE SEWER CLASS III	LF	64	\$ 115.00	-	\$0.00
35	2503.503	8" PVC PIPE SEWER (SDR 35)	LF	1405	\$ 80.00	1335	\$106,800.00
36	2503.602	RECONNECT SANITARY SEWER SERVICE	EACH	1	\$ 1,400.00	-	\$0.00
37	2503.602	8"X4" PVC WYE	EACH	6	\$ 340.00	6	\$2,040.00
38	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2	\$ 1,100.00	1	\$1,100.00
39	2503.602	SEWER TRACER BOX	EACH	6	\$ 200.00	-	\$0.00
40	2503.602	4" PIPE PLUG	EACH	1	\$ 195.00	-	\$0.00
41	2503.603	4" PVC SANITARY SERVICE PIPE (SCHEDULE 40)	LF	282	\$ 50.00	282	\$14,100.00
42	2504.601	TEMPORARY WATER SERVICE	LS	1	\$ 7,700.00	1	\$7,700.00
43	2504.602	CONNECT TO EXISTING WATER MAIN (WET TAP)	EACH	2	\$ 5,500.00	2	\$11,000.00
44	2504.602	HYDRANT ASSEMBLY	EACH	1	\$ 11,800.00	1	\$11,800.00
45	2504.602	8" GATE VALVE AND BOX	EACH	2	\$ 4,400.00	2	\$8,800.00
46	2504.602	8" X 1" TAPPING TEE W/ ELECTROFUSION SADDLE	EACH	6	\$ 750.00	-	\$0.00
47	2504.602	RECONNECT WATER SERVICE	EACH	6	\$ 520.00	-	\$0.00
48	2504.602	WATER TRACER BOX	EACH	6	\$ 200.00	-	\$0.00
49	2504.602	1" CURB STOP AND BOX	EACH	6	\$ 846.00	-	\$0.00
50	2504.603	1" HDPE SDR 11 SERVICE PIPE	LF	285	\$ 39.00	-	\$0.00
51	2504.603	8" DIPS HDPE WATER MAIN SDR 11	LF	1330	\$ 66.00	1330	\$87,780.00
52	2504.604	3" POLYSTYRENE INSULATION	SY	8	\$ 36.00	-	\$0.00
53	2506.502	CASTING ASSEMBLY	EACH	10	\$ 720.00	-	\$0.00
54	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	LF	7	\$ 1,500.00	-	\$0.00
55	2506.503	CONST DRAINAGE STRUCTURE DESIGN F	LF	75.5	\$ 540.00	54.74	\$29,559.60
56	2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LF	6	\$ 1,830.00	6	\$10,980.00
57	2506.602	SEAL MANHOLE	EACH	6	\$ 300.00	-	\$0.00
58	2506.603	CONSTRUCT 8" INSIDE DROP	LF	4.5	\$ 380.00	-	\$0.00
59	2511.511	RANDOM RIPRAP CLASS III	CY	40	\$ 100.00	-	\$0.00
60	2521.518	4" CONCRETE WALK	SF	2860	\$ 12.70	-	\$0.00
61	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LF	1510	\$ 45.50	-	\$0.00
62	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	SY	72	\$ 133.00	-	\$0.00
63	2531.618	TRUNCATED DOMES	SF	12	\$ 91.00	-	\$0.00
64	2540.602	MAIL BOX	EACH	3	\$ 168.00	-	\$0.00
65	2557.502	VEHICULAR GATE-SINGLE	EACH	1	\$ 7,610.00	-	\$0.00
66	2563.601	TRAFFIC CONTROL	LS	1	\$ 1,680.00	1	\$1,680.00
67	2564.502	INSTALL SIGN TYPE C	EACH	9	\$ 220.00	-	\$0.00
68	2564.518	SIGN PANELS TYPE C	SF	16	\$ 42.00	-	\$0.00
69	2573.502	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 3,300.00	1	\$3,300.00
70	2573.503	SILT FENCE; TYPE HI	LF	3900	\$ 4.80	614	\$2,947.20
71	2573.502	STORM DRAIN INLET PROTECTION	EACH	4	\$ 250.00	-	\$0.00
72	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	90	\$ 5.60	1583	\$8,864.80
73	2574.508	FERTILIZER TYPE 1	POUNDS	155	\$ 1.70	-	\$0.00
74	2575.504	ROLLED EROSION PREVENTION CETEGORY 20	SY	5100	\$ 2.30	-	\$0.00
75	2575.508	SEED MIXTURE 25-131	POUNDS	60	\$ 9.50	-	\$0.00
76	2575.508	SEED MIXTURE 34-171	POUNDS	5	\$ 95.00	-	\$0.00
77	2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LF	12	\$ 94.00	-	\$0.00

TOTAL AMOUNT EARNED	\$413,766.30
LESS PAY APPLICATION #1	\$133,941.40
TOTAL PAY APPLICATION #2	\$279,824.90



CITY COUNCIL MEETING DATE: September 5, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Arrowhead Builders Lease

RESOLUTION: 2023-126 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve Lease with Arrowhead Builders in the City of Hermantown Community Building (Old City Hall).

BACKGROUND

The City owns the Old City Hall at 5255 Maple Grove Road. It rents the space out to the following organizations:

- Arrowhead Builders
- Hermantown Historical Society
- State of Minnesota Bureau of Criminal Apprehension (BCA)

Since 2010, the Arrowhead Builders (Resolution 2010-62 and amended with Resolutions 2015-66) has leased approximately 2,488 square feet. The current rate is \$5.45 per square foot. Our estimates are that current market rates for commercial range from \$12 to \$18 per square foot. The rent has increased 5% each year since 2019.

We have negotiated to have the new rate be \$7.68 per square foot beginning in July 1, 2023 and increase to \$10.00 per square foot July 1, 2024

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

- Resolution
- Lease with the Arrowhead Builders

Resolution No. 2023-126

Resolution Approving An Extended Lease Agreement With The Arrowhead Builders Association

WHEREAS, the City of Hermantown (“City”) owns land and building located thereon in the City of Hermantown, County of St. Louis, State of Minnesota with a street address of 5255 Maple Grove Road, Hermantown, MN 55811 (“Hermantown Community Center”); and

WHEREAS, the City and Arrowhead Builders Association entered into a Lease Agreement on July 1, 2010; and

WHEREAS, the City has reviewed all of the leases at the Hermantown Community Center at 5255 Maple Grove Road, and have proposed a revised lease with Arrowhead Builders Association for an additional five years; and

WHEREAS, the City Council has duly considered this matter and believes it is in the best interest of the City to approve the “Lease Agreement Term” with Arrowhead Builders Association.

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

1. The Lease Agreement Term is hereby approved.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, effective July 1, 2023, between **City of Hermantown** (“Lessor”), and **Arrowhead Builders Association, Inc.**, a Minnesota non-profit corporation, (“Lessee”) is in response to the following situation:

A. The Lessor owns the land and building (“Community Building”) located thereon in the City of Hermantown, County of St. Louis, State of Minnesota with a street address of 5255 Maple Grove Rd. Hermantown, MN 55811.

B. The Lessor desires to lease to the Lessee approximately 2,488 square feet in the space shown in Exhibit A attached hereto (hereinafter referred to as the “Leased Premises”), together with the common areas (“Common Areas”) described in Article IX hereof and the Lessee desires to lease the Leased Premises and the Common Areas from the Lessor.

C. Lessor desires that Lessee, pursuant to Minnesota Statute § 471.191, Subd. 4, operate and manage the Community Building for the benefit of other tenants or users of the Community Building and Lessee is willing to provide such services to Lessor.

D. Lessee is a Minnesota non-profit corporation and has been determined to be a 501(c) organization by the Internal Revenue Service.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereby agree as follows:

ARTICLE I LEASED PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Premises and the Common Areas, which is the part of the Leased Premises open to all tenants of the Community Building. Lessee has previously leased and inspected the Leased Premises and the Common Areas and, by the execution of this Lease, accepts the Leased Premises and the Common areas in their present condition.

ARTICLE II TERM

The initial term of this Lease (“Initial Term”) shall be for five years commencing on July 1, 2023, and ending on June 30, 2028, both dates inclusive. Lessee shall have the option to extend this Lease for a second five (5) year term (“Extended Term”) by providing notice to Lessor at least

ninety (90) days prior to the end of the Initial Term. If such notice is not given, the Lease shall terminate at the end of the Initial Term.

ARTICLE III MONTHLY RENT

3.1. **Initial Term.** The Lessee shall pay to the Lessor annual rent for the first twelve (12) months of the Initial Term of Nineteen thousand one hundred and seven and No/100 Dollars (\$19,107.00), in lawful money of the United States payable in monthly installments of one thousand five hundred ninety-two and No/100 Dollars (\$1,592.00), in advance, with the first payment due on the execution of this Lease and subsequent payments on the first day of each succeeding month. The rent shall be payable at such place and time as the Lessor shall, from time to time, designate in writing to the Lessee.

3.2. The Lessee shall pay to the Lessor annual rent for the second twelve (12) months of the Initial Term of Twenty-four thousand eight hundred eighty dollars and No/100 Dollars (\$24,880.00), in lawful money of the United States payable in monthly installments of two thousand seventy-three and No/100 Dollars (\$2,073.00), in advance, with the first payment due on the execution of this Lease and subsequent payments on the first day of each succeeding month. The rent shall be payable at such place and time as the Lessor shall, from time to time, designate in writing to the Lessee.

3.3. For each subsequent twelve (12) month period thereafter, the annual rent shall increase by five percent (5%). For example, the annual rent for the third twelve (12) months of the Initial Term shall be twenty-six thousand, one hundred twenty-four and No/100 Dollars (\$26,124.00) and shall be payable in monthly installments of two thousand, one hundred seventy-seven and No/100 Dollars (\$2,177.00) per month beginning July 1, 2025 and continuing thereafter on the first day of each month.

3.4. **Extended Term.** The annual rent for any Extended Term shall be increased at the beginning of the Extended Term and each year thereafter during the Extended Term on each anniversary date of this Lease by five percent (5%) over the annual rent for the preceding year and shall be payable in equal monthly installments on the first day of each month, in advance, during the Extended Term.

ARTICLE IV PERMITTED USES

The Lessee may use and occupy the Leased Premises and the Common Areas for business and activities related to the Arrowhead Builders Association and its mission of advancing the building industry. The Lessee shall not use or knowingly permit any part of the Leased Premises or Common Areas to be used for any unlawful purpose.

**ARTICLE V
LESSOR'S COVENANT OF QUIET ENJOYMENT**

Lessee, upon payment of the rent and the performance of all of the terms and provisions of this Lease, shall, at all times during the Initial Term or Extended Term peaceably and quietly enjoy the Leased Premises without any disturbance from the Lessor or from any other person claiming through the Lessor.

**ARTICLE VI
MAINTENANCE, REPAIRS, ALTERATIONS,
ADDITIONS AND CARE OF LEASED PREMISES**

6.1. **Maintenance and Repairs.** The Lessor will keep the Leased Premises and the Common Areas in good condition (except for ordinary wear and tear or damage caused by casualty or a taking) and will make all repairs and shall take such other action as may be necessary or appropriate to keep and maintain the Leased Premises and the Common Areas in good order and condition. Lessee acknowledges that Lessor intends to perform work on the Community Building during the Term. Lessee will cooperate with Lessor in accommodating the construction activities.

6.2. **Alterations and Additions.** The Lessee may not make any additions, improvements or alterations to the Leased Premises without the prior written consent of the City acting through its City Administrator. Any such permitted additions, alterations or improvements (i) must not, individually or in the aggregate, lessen the fair market value of the Leased Premises, (ii) shall be aesthetically consistent, as determined by the Lessor, with the existing structure, (iii) shall be completed expeditiously in a good and workmanlike manner and in compliance with all applicable building and zoning codes, and (iv) shall become part of the Leased Premises and become subject to this Lease. Hanging pictures or other office decorations shall not be considered an addition, alteration or improvement under this Lease.

6.2.1. The Lessor shall not be liable for any labor, services or materials furnished or to be furnished to the Lessee for any work performed by or on behalf of the Lessee pursuant to this Article VI, and no mechanics liens or other liens for any such labor or materials shall attach to or affect the interest of the Lessor in and to the Leased Premises. The Lessor shall not be responsible for any changes in the heating plant for the Leased Premises that may be required as a result of any alterations made by the Lessee to the Leased Premises.

6.2.2. Any improvements, additions or alterations that are approved by the City Administrator must be performed under a contract between the person providing the labor, skill or materials and the City unless specifically authorized in writing by the City acting through the City Administrator.

6.2.3. The Lease shall be subject to immediate termination by Lessor if Lessee makes any alteration, improvements or additions to the Leased Premises or Common Areas without the prior written consent of the City and without complying with the provisions of

Section 6.2.2 hereof as such action may create unknown and unplanned liabilities for the Lessor.

6.3. Cleaning and Care of Leased Premises and Interior Portion of the Common Areas. The Lessee agrees: (a) to keep the Leased Premises and the interior portion of the Common Areas in a clean and sanitary condition, including providing janitorial services to the Leased Premises and interior portion of the Common Areas including the bathrooms; (b) to not commit any nuisance or waste on the Leased Premises or Common Areas; and (c) to not commit or permit any act to be performed in the Leased Premises and Common Areas or any omission to occur which will increase the insurance rate on the building owned by the Lessor or which will be in violation of any insurance policy carried on the building by the Lessor.

6.4. Care of Exterior Portion of Common Areas. Lessor will be responsible for the care of the exterior portions of the Common Areas, including lawn care and snow removal.

ARTICLE VII SURRENDER UPON TERMINATION OF LEASE

At the expiration of the Initial Term or Extended Term, as the case may be, the Lessee shall surrender the Leased Premises and Common Areas in as good condition as it was on the date hereof, except for ordinary wear and tear.

ARTICLE VIII UTILITIES AND OTHER SERVICES

The Lessor shall pay or cause to be paid, all charges for utilities of any kind, including, but not limited to, water, heat, gas, hot water, electricity, telephone, light and power used in or rendered or supplied to during the Initial Term or Extended Term. The Lessee shall pay or cause to be paid all charges for computer, internet or wireless service rendered or supplied to the Leased Premises.

ARTICLE IX COMMON AREAS

The Common Areas shall consist of the parking lot adjacent to the Leased Premises and the area identified on Exhibit A. Subject to the provisions of Article XX hereof, the Common Areas shall at all times be subject to the exclusive control and management of the Lessor and may be expanded, contracted, or changed by the Lessor from time to time as deemed desirable. Subject to reasonable, nondiscriminatory rules and regulations to be promulgated by the Lessor, the Common Areas are hereby made available to the Lessee and its employees, agents, customers, and invitees for their reasonable nonexclusive use in common with other lessees, their employees, agents, customers, invitees, and to the Lessor for the purposes for which constructed. The Lessor shall have the right to change the area(s), location, and arrangement of the Common Areas; to enter into, modify, and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; to close all or any portion of the Common Areas to such extent as may be necessary; and to do and perform such other acts in and to these areas and improvements as, in the exercise of good business judgment, the Lessor shall determine to be advisable with a view to the

improvement of the convenience and use thereof by the Lessee, its officers, agents, invitees, employees and customers.

ARTICLE X LESSOR'S ACCESS

The Lessor, its employees, and his agents shall have the right to enter the Leased Premises and Common Areas at all reasonable times with reasonable notice for the purpose of inspecting, cleaning, repairing, altering, or improving the Leased Premises and Common Areas or to exhibit the Leased Premises and Common Areas to prospective tenants, purchasers, or others. Nothing in this paragraph shall be interpreted as requiring the Lessor to perform any such acts independent of the requirements of the other provisions of the Lease. The Lessor shall also be permitted to enter the Leased Premises and Common Areas for the purpose of posting notices of non-responsibility for alterations, additions, and repairs.

ARTICLE XI DEFAULT – REMEDIES

Except as provided in Section 6.2.3 hereof, if the Lessee defaults in the payment of rent or defaults in the performance of any of the terms, covenants or conditions of this Lease, the Lessor shall give the Lessee written notice of such default, and, if the Lessee does not cure any default within thirty (30) days, after the giving of such notice, then the Lessor may terminate this Lease on not less than ten (10) days' written notice to the Lessee. On the date specified in said ten-day notice, this Lease shall terminate, and the Lessee shall then quit and surrender the Leased Premises and Common Areas to the Lessor. If this Lease shall have been so terminated by the Lessor, the Lessor may, at any time thereafter, resume possession of the Leased Premises and Common Areas by any lawful means and remove the Lessee from possession thereof.

If the Lease shall be terminated as provided in this Article XI, the Lessor shall have the right to recover from the Lessee the amounts payable by the Lessee to the Lessor hereunder for the balance of the Initial Term or Extended Term, as the case may be. No right or remedy herein conferred on or reserved to the Lessor is intended to be exclusive of any other right or remedy provided by law or in equity, but each shall be cumulative and in addition to every other right or remedy given herein or elsewhere or hereafter, existing at law or in equity or by statute.

ARTICLE XII FIRE OR OTHER CASUALTY LOSS

In case of damage by fire or other casualty to the Leased Premises, if the damage is so extensive as to amount practically to the total destruction of the Leased Premises, this Lease shall terminate, and the rent and other payments to be made by the Lessee to the Lessor hereunder shall be apportioned to the time of the damage. In all other cases where the Leased Premises are damaged by fire or other casualty, the Lessor may, but shall have no obligation to, with the proceeds of the insurance maintained by the Lessor pursuant to Article XII, repair the damage with reasonable dispatch, and, if the damage has rendered the Leased Premises untenable, in whole

or in part, the rent and other payments to be made by the Lessee to the Lessor hereunder shall be abated in whole or in part until the damage has been repaired or Lessor may terminate this Lease.

ARTICLE XIII INSURANCE AND INDEMNIFICATION

13.1. **Lessor to Maintain Fire and Extended Coverage Insurance and Public Liability Insurance for Common Areas.** The Lessor shall, at all times prior to the termination of this Lease, maintain an insurance policy insuring the building owned by the Lessor and the Leased Premises and Common Areas against loss or damage by fire and such other perils.

13.2. **Lessee to Maintain Public Liability and Property Damage Insurance.** The Lessee shall, at its expense, at all times prior to the expiration of this Lease, maintain public liability and property damage insurance with respect to the Leased Premises in which both the Lessor and the Lessee are named as insureds, with liability limits of at least \$1,500,000.00 for injury or death to any one person, \$1,500,000.00 for any one accident, and \$1,500,000.00 for damage to property.

13.3. **Lessee to Bear Risk of Loss of Contents.** The Lessee shall, at all times prior to the expiration of this Lease, bear all risk of loss to the personal property, furniture, finishings and fixtures belonging to the Lessee located on the Leased Premises.

13.4. **Requirements for Insurance.** A certificate evidencing that the insurance required hereunder is in full force and effect shall be provided to the Lessor upon the execution hereof by the parties hereto and thereafter at the request of the Lessor. Each such certificate shall not be canceled, materially altered or not renewed without ten (10) days prior written notice of cancellation for non-payment or thirty (30) days prior written notice of any such cancellation, material alteration or non-renewal for any other reason being given to the Lessor. An additional insured endorsement evidencing that the Lessor is an additional insured under the Lessee's insurance policy shall also be provided by Lessee to Lessor for each such insurance policy.

13.5. **Indemnification.** The Lessee does hereby indemnify and hold the Lessor harmless from and against the total of all losses, claims, expenses, damages, liabilities or demands arising from or out of the use of the Common Areas or Leased Premises by the Lessee or any employee, agent, invitees, customer or officer of the Lessee, except for claims, losses, expenses, damages, liabilities or demands arising from or out of the negligence of the Lessor.

ARTICLE XIV CONDEMNATION

If the Leased Premises, or any part thereof, is taken by eminent domain and the amount so taken renders the Leased Premises untenable, this Lease shall terminate on the date when the Leased Premises shall be so taken, and the rent and other payments to be made by the Lessee to the Lessor hereunder shall be apportioned to that date.

**ARTICLE XV
ASSIGNMENT AND SUBLEASING**

The Lessee shall not sublet or assign all or any portion of the Leased Premises or any interest in this Lease.

**ARTICLE XVI
MECHANIC'S LIENS**

The Lessee hereby covenants and agrees that the Lessee will not permit or allow any mechanic's or materialman's liens to be placed on the Lessor's interest in the building owned by the Lessor during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Lessor's interest, the Lessee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Lessee may contest any such lien provided the Lessee first posts a surety bond in favor of and insuring the Lessor in an amount equal to 125% of the amount of any such lien.

**ARTICLE XVII
TIME FOR PAYMENT**

Unless otherwise provided herein, all amounts payable to the Lessor by the Lessee hereunder shall be paid by the Lessee to the Lessor within fifteen (15) days of the receipt of an invoice for such amount by the Lessee from the Lessor.

**ARTICLE XVIII
NOTICES**

All notices and communications required to be sent pursuant to the terms of this Lease shall be sent by registered or certified mail as follows:

If to Lessor: City of Hermantown
 5105 Maple Grove Rd.
 Hermantown, MN 55811
 Attn: City Administrator
 Email: *jmulder@hermantownmn.com*

If to Lessee: Arrowhead Builder Association
 5255 Maple Grove Road
 Hermantown MN 55811
 Attn: Executive Director
 Email: *info@abamn.org*

All of said notices or communications shall be deemed given on the date such notice or communication was mailed. Any notice delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and followed by personal or mail delivery of such correspondence and any attachments as may be requested by the recipient, and the effective

date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.

**ARTICLE XIX
SIGNS**

The Lessee may place and maintain, at its expense, in and about the Leased Premises such neat and appropriate signs advertising its business as it shall desire subject to compliance with all applicable laws and regulations including the City’s zoning ordinances.

**ARTICLE XX
BUILDING MANAGEMENT**

Lessee shall operate and manage the Common Areas of the Community Building for the use and benefit of the residents of Hermantown, including senior citizens and the Hermantown Historical Society, in accordance with Minnesota Statutes §471.191, Subd. 4. Lessee shall provide for the scheduling of the City council chambers (“Council Chambers”) in the Community Building and provide reasonable accommodation for all users. Lessee may make reasonable charges for the use of the Council Chambers, subject to prior approval by the Lessor, and shall retain any amounts received by it to offset its costs in managing and operating the Community Building.

**ARTICLE XXI
REAL ESTATE TAXES**

Lessor and Lessee believe that the use of the Community Building by Lessee will not cause the land and building to be subject to real estate taxes pursuant to Minnesota Statutes §471.191, Subd. 4 and Minnesota Statutes §272.01, Subd. 2. Nonetheless, in the event that this Lease causes the land and building to be subject to real estate taxes, then in that event Lessee shall pay a portion of the real estate taxes that are due and payable during the Initial Term or the Extended Term equal to the percentage of the Community Building that are part of the Leased Premises less the common areas and the Council Chambers; provided, however, that Lessor shall take the appropriate actions, subject to legal limitations, to abate the City portion of such taxes and pay the amount abated to Lessee.

**ARTICLE XXII
MISCELLANEOUS**

22.1. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

22.2. The provisions of this Lease shall be binding on and inure to the benefit of the parties, their legal representatives, successors and assigns.

22.3. The parties have not created and do not intend to create, by this Lease, a joint venture or partnership relation between them.

22.4. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

22.5. This Lease contains all of the agreements and representations between the parties with respect to the Lease of the Leased Premises and Common Areas and supersedes all prior agreements, oral or written, between and among the parties hereto with respect to the Leased Premises. None of the terms of this Lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

22.6. No delay in exercising or omission of the right to exercise any right or power by the Lessor hereunder shall impair any such right or power, or shall be construed as a waiver of any breach or default, or as acquiescence thereto.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement as of the date first above written.

LESSOR:

City of Hermantown

By _____
Its Mayor

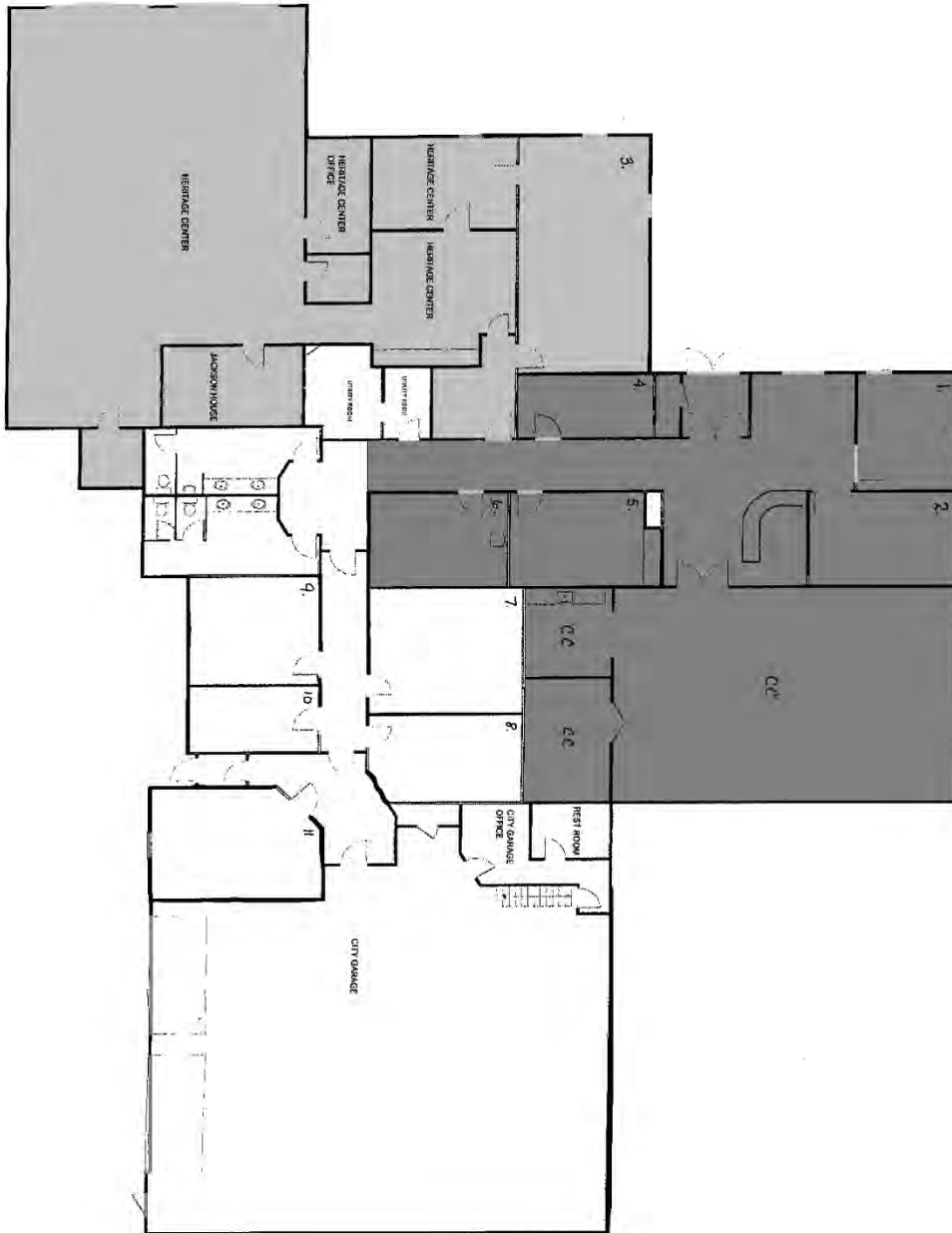
And By _____
Its City Clerk

LESSEE:

Arrowhead Builders Association, Inc.

By _____
Its _____

EXHIBIT A
Old City Hall
Arrowhead Builders Association
Historical Society – Light Gray
Arrowhead Builders Association – Dark Gray



Resolution No. 2023-127

Resolution Approving Cooperative Agreement With St. Louis County Project No. Cp 0000-477573 Crack Sealing Project On Various Paved Roads In The Trails End Neighborhood Within The City Of Hermantown Corporate Limits

WHEREAS, the City is responsible for the Crack Sealing project on:

- Trailwood Street from Stebner into the T intersection
- Trails End Drive from the T intersection to the North thru the Cul de sac
- Trails End Drive from the T intersection south to Getchell
- Getchell Road from Trails End Drive to Jonan intersection
- Creekwood place Cul-De-sac off of Trails End Drive
- Greystone Street from Stebner to the end
- Sterling Pond Place from Greystone thru the cul-de-sac; and

WHEREAS, the County Project and City of Hermantown Project shall be hereinafter referred to together as the “Project”; and

WHEREAS, St. Louis County shall prepare a contract for the construction of the County Project and City of Hermantown Project as provided for below, intended for letting and construction as a single, unitary construction project in 2024 (the “Contract”), and it is justified and mutually beneficial for City of Hermantown and St. Louis County to combine these projects to mutually benefit from economies of scale, mobilization, and contract administration; and

WHEREAS, St. Louis County will advertise, bid, and enter into a contract with the low bidder for construction of the Project.; and

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

1. The Cooperative Agreement between St. Louis County and the City of Hermantown is hereby approved by 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 _____, , aye.

and the following voted in opposition thereto:

None.

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



Saint Louis County

Public Works Department • Richard H. Hansen Transportation & Public Works Complex
4787 Midway Road, Duluth, MN 55811 • Phone: (218) 625-3830

James T. Foldesi, P.E.
Public Works Director/
Highway Engineer

July 31, 2023

City of Hermantown
John Mulder
5105 Maple Grove Rd
Hermantown, MN 55811
jmulder@hermantownmn.com

Re: Cooperative Agreement for 2024 Crack Seal
CP 0000-477573

Dear Mr. Mulder:

Please find enclosed, the Cooperative Agreement for the above listed project. Please have the proper City of Hermantown officials sign the agreement and return to me at clarkc2@stlouiscountymn.gov, or at the following address for further processing:

St. Louis County Public Works
Attn: Christine Clark
4787 Midway Rd.
Duluth, MN 55811

Once fully executed, a copy will be returned to you.

Sincerely,

Christine Clark
Contract Administration Manager

Enclosure(s)

c: File

**COOPERATIVE AGREEMENT
BETWEEN**

**ST. LOUIS COUNTY
AND THE
CITY OF HERMANTOWN**

THIS AGREEMENT is made and entered into between the **COUNTY OF ST. LOUIS**, a duly organized county within the State of Minnesota, hereafter referred to as “St. Louis County”, and the **CITY OF HERMANTOWN**, a duly organized City within the County of St. Louis within the State of Minnesota, hereinafter referred to as “City of Hermantown”.

WITNESSETH:

WHEREAS, St. Louis County intends to undertake a Crack Sealing project on various paved roads (CP 0000-477573), hereinafter referred to as the “County Project”; and

WHEREAS, City of Hermantown intends to undertake a Crack Sealing project on:

- Trailwood Street from Stebner into the T intersection
- Trails End Drive from the T intersection to the North thru the Cul de sac
- Trails End Drive from the T intersection south to Getchell
- Getchell Road from Trails End Drive to Jonan intersection
- Creekwood place Cul De sac off of Trails End Drive
- Greystone Street from Stebner to the end
- Sterling Pond Place from Greystone thru the cul de sac;

hereinafter referred to as the “City of Hermantown Project”; and

WHEREAS, the County Project and City of Hermantown Project shall be hereinafter referred to together as the “Project”; and

WHEREAS, St. Louis County shall prepare a contract for the construction of the County Project and City of Hermantown Project as provided for below, intended for letting and construction as a single, unitary construction project in 2024 (the “Contract”), and it is justified and mutually beneficial for City of Hermantown and St. Louis County to combine these projects to mutually benefit from economies of scale, mobilization, and contract administration; and

WHEREAS, St. Louis County will advertise, bid, and enter into a contract with the low bidder for construction of the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. St. Louis County shall prepare plans and specifications for the construction of the Project. St. Louis County shall include the plans and specifications in the proposed bid package, from which the costs for the City of Hermantown Project will be determined by the bid prices in accordance with the terms of the proposal.

2. St. Louis County and City of Hermantown shall perform, by contract, the construction work provided for in the Plan, with the construction costs of the County Project covered by the County and the construction costs of the City of Hermantown Project covered by the City of Hermantown. St. Louis County shall prepare bid documents by compiling pay items from the County Project and City of Hermantown Project and shall award the contract for said projects to the lowest responsible bidder in accordance with current specifications. After contract letting, and prior to contract award, St. Louis County will provide City of Hermantown with an abstract of all bids received. City of Hermantown will promptly review bid information. The County will award the Contract if the low bid is no more than 20 percent over the engineers estimate for the City of Hermantown Project without further approval from the City of Hermantown.
3. St. Louis County shall perform all construction engineering, staking, inspection, material certification and acceptance, and measurement of all items in accordance with State Aid standard for the Project.
4. All further costs for change orders, work orders and supplemental agreements related to the County Project shall be allocated to and paid for by the County. All further costs for change orders related to the City of Hermantown Project shall be allocated to and paid for by City of Hermantown.
5. City of Hermantown will pay St. Louis County \$500 for plan preparation and construction administration.
6. St. Louis County shall take all actions necessary to prepare the Project for construction, including, but not limited to obtaining any and all applicable environmental permits as required by law, temporary storage sites, temporary or permanent easements, and site restoration at its cost and expense.
7. In the event that City of Hermantown takes any action, except as authorized by this Agreement that results in lost time or efficiency or a delay of completion of the County's construction of the County Project, City of Hermantown shall bear the full financial responsibility for any claims or causes of action arising therefrom.
8. City of Hermantown will pay to St. Louis County, within thirty (30) days after award of Contract, an amount equal to ninety-five percent (95%) of the estimated cost of City of Hermantown's portion of the City of Hermantown's Project, based on the contract unit prices as contained in the successful Contractor's bidding documents.
9. City of Hermantown shall make final payment to St. Louis County after final acceptance of the City of Hermantown Project. Payment will be due within thirty (30) days of receipt of a valid statement of final Contract quantities for City of Hermantown's cost as described herein. If any funds are received by St. Louis County in excess of the project costs, they will be returned to City of Hermantown without interest.
10. St. Louis County shall require all contractors and subcontractors performing work on

the project described in this agreement to name City of Hermantown as an insured party in the amounts listed in the insurance requirements contained in the Plan.

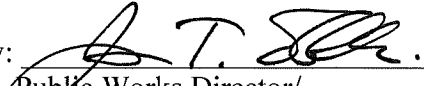
11. City of Hermantown shall indemnify, hold harmless and defend St. Louis County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which St. Louis County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of City of Hermantown, its agents, servants or employees, in the execution, performance, or failure to adequately perform City of Hermantown's obligations pursuant to this Agreement.
12. St. Louis County shall indemnify, hold harmless and defend City of Hermantown, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which City of Hermantown, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of St. Louis County, its agents, servants or employees, in the execution, performance, or failure to adequately perform St. Louis County's obligations pursuant to this Agreement.
13. Each party designates an Authorized Representative for the purpose of administering this Agreement. A party's authorized representative has the authority to give and receive notices, and to make any other decision required or permitted by this Agreement.

St. Louis County:	City of Hermantown:
Steve Krasaway, P.E.	John Mulder
Public Works Dept/Resident Engineer	City Administrator
4787 Midway Road	5105 Maple Grove Road
Duluth, MN 55811	Hermantown, MN 55811
(218) 625-3841	(218) 729-3600
krasaways@stlouiscountymn.gov	jmulder@hermantownmn.com

14. Any and all employees of St. Louis County, while engaged in the performance of any work or service which St. Louis County is specifically required to perform under this Agreement, shall be considered employees of St. Louis County only, and not of City of Hermantown, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of St. Louis County.
15. Any and all employees of City of Hermantown, while engaged in the performance of any work or service which City of Hermantown is specifically required to perform under this Agreement, shall be considered employees of City of Hermantown only, and not of St. Louis County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of City of Hermantown.

16. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

COUNTY OF ST. LOUIS

By: 
Public Works Director/
Highway Engineer

Date: 7/31/2023

APPROVED AS TO FORM AND
EXECUTION:

By: _____
Assistant County Attorney

Date: _____

Saint Louis County Contract Number:

CITY OF HERMANTOWN

COUNTERSIGNED:

By: _____
Mayor

Date: _____

By _____
City Clerk

Date: _____

Resolution No. 2023-128

Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The Hermantown City Hall Attic Repairs

WHEREAS, Braun Intertec (“Consultant”) has prepared final plans and specifications for the removal of the Lindahl Road Bridge; and

WHEREAS, such final plans and specifications have been presented to the City Council; and

WHEREAS, the City Council has reviewed such final plans and specifications and believes it to be in the best interest of the City of Hermantown to approve such final plans and specifications; and

WHEREAS, by law the City of Hermantown is obligated to advertise for bids for construction of the improvements described in such final plans and specifications; and

WHEREAS, the City Council believes that it is in the best interest of the City of Hermantown that such bids be advertised for at the earliest possible time.

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

1. The final plans and specifications prepared by Braun Intertec (“Consultant”) are hereby approved and ordered placed on file in the office of the City Clerk.
2. The City Clerk is hereby directed to file such final plans and specifications in the permanent records of the City.
3. The City Clerk is hereby further authorized and directed to prepare and cause to be inserted in the Hermantown Star, the official newspaper an advertisement for bids for the Hermantown City Hall Attic Repairs in accordance with the plans and specifications approved by the City Council. The advertisement for bids shall be published in the Hermantown Star on September 13, 2023
4. Such advertisement shall specify the work to be done, shall state that the bids will be publicly opened and tabulated by the “Consultant” and the City Clerk on Thursday, September 20, 2023, at 10:00 a.m., that the tabulated bids will be considered at the City Council meeting on October 2, 2023 at 6:30 p.m.
5. The notice to be published shall be substantially in the form of the one attached hereto as Exhibit A.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

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

EXHIBIT A

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Hermantown, Minnesota, will receive bids at the office of the City Clerk until **10:00 a.m. Local Time, Thursday, September 20th, 2023** for the **Hermantown City Hall Attic Repairs**. The project takes place in the City of Hermantown in accordance with the specifications on file in the office of the City Clerk.

Bids shall be mailed or delivered to the City Clerk, securely sealed and endorsed upon the outside wrapper with a brief statement or summary as to the work for which the bid is made.

The City Council reserves the right to reject all bids. All bids and the award of bid shall be subject to the Competitive Bidding Rules of the City of Hermantown.

Bids will be opened and compiled by the City Clerk and the City Engineer at **10:00 a.m. Local Time, Thursday, September 20th, 2023** at the Hermantown Government Services Building.

Authorized by the City Council.

Alissa Wentzlaff, City Clerk
City of Hermantown

Hermantown City Hall Building Attic Repairs

City of Hermantown 5105 Maple Grove Road Hermantown, MN 55811 September 5, 2023

APPLICABLE GOVERNING CODES

- 2020 BUILDING CODE ADMINISTRATION
- 2020 MINNESOTA PROVISIONS TO THE STATE BUILDING CODE
- 2020 MINNESOTA BUILDING CODE
- 2020 MINNESOTA CONSERVATION CODE FOR EXISTING BUILDINGS
- 2020 MINNESOTA ENERGY CODE
- 2020 MINNESOTA ACCESSIBILITY CODE
- 2020 MINNESOTA MECHANICAL AND GAS CODES

PROJECT DIRECTORY

OWNER:
CITY OF HERMANTOWN
5105 MAPLE GROVE ROAD
HERMANTOWN, MN 55811
PROJECT CONTACT: ADAM SCHMINSKI
PHONE:

BUILDING ENCLOSURE CONSULTANT:
BRAUN INTERTEC CORPORATE
11001 HAMPSHIRE AVENUE SOUTH
BLOOMINGTON, MN 55438
PROJECT MANAGER: MATTHEW ANDERSON
PHONE:

SHEET INDEX

T1.0 - TITLE SHEET AND SITE LOCATION MAP
A1.0 - ROOF PLAN, DETAILS
E1.0 - ELECTRICAL PLAN

SITE LOCATION MAP



ABBREVIATIONS

AB	AIR BARRIER	OFD	OVERFLOW DRAIN
BLKG	BLOCKING	OFS	OVERFLOW SCUPPER
BP	BID PACKAGE	PERIM	PERIMETER
CJ	CONTROL JOINT	PLYWD	PLYWOOD
CMU	CONCRETE MASONRY UNIT	PREFIN	PREFINISHED
CONC	CONCRETE	PSF	POUNDS PER SQUARE
CONT	CONTINUOUS	FOOT	
DIA	DIAMETER	R	RISER
DN	DOWN	RAD	RADIUS
DSP	DOWN SPOUT	RD	ROOF DRAIN
EA	EACH	RDL	ROOF DRAIN LEADER
EJ	EXPANSION JOINT	REINF	REINFORCED/REINFORCING
EL	ELEVATION	REQD	REQUIRED
ELEC	ELECTRICAL	REV	REVERSE
EQ	EQUAL	RO	ROUGH OPENING
EQPT	EQUIPMENT	SHT	SHEET
EXIST	EXISTING	SIM	SIMILAR
EXP	EXPOSED	SST	STAINLESS STEEL
FGLASS	FIBERGLASS	STL	STEEL
FV	FIELD VERIFY	STRUCT	STRUCTURE
GALV	GALVANIZED	TEMP	TEMPORARY
GC	GENERAL CONTRACTOR	TO	TOP OF
GYP BD	GYPSUM BOARD	TPO	THERMOPLASTIC
HT	HEIGHT	POLYOLEFIN	
INSUL	INSULATION	TWF	THRU WALL FLASHING
JT	JOINT	TYP	TYPICAL
LOC	LOCATION	UNO	UNLESS NOTED
MAX	MAXIMUM	OTHERWISE	
MECH	MECHANICAL	VB	VAPOR BARRIER
MFR	MANUFACTURER	VERT	VERTICAL
MIN	MINIMUM	VFY	VERIFY
MNTD	MOUNTED	VR	VAPOR RETARDER
MO	MASONRY OPENING	WD	WOOD
MP	METAL PANEL		
MTL	METAL		
NIC	NOT IN CONTRACT		
NOM	NOMINAL		
NTS	NOT TO SCALE		
OC	ON CENTER		
OD	OUTSIDE DIAMETER		

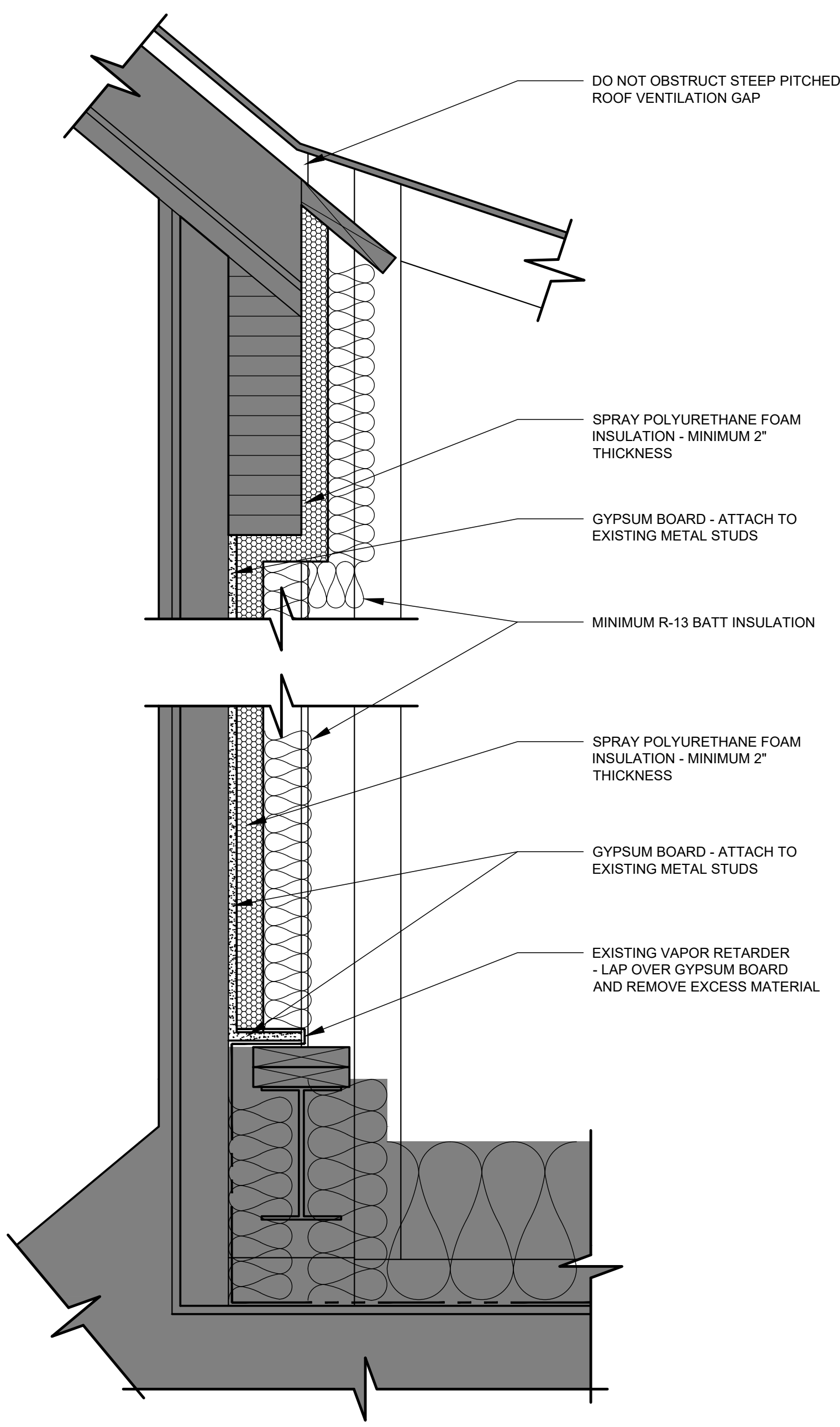
MATERIALS

	EXISTING CONSTRUCTION
	EARTH
	CONCRETE
	MASONRY
	GRAVEL
	WOOD BLOCKING
	PLYWOOD
	RIGID INSULATION
	ISO INSULATION

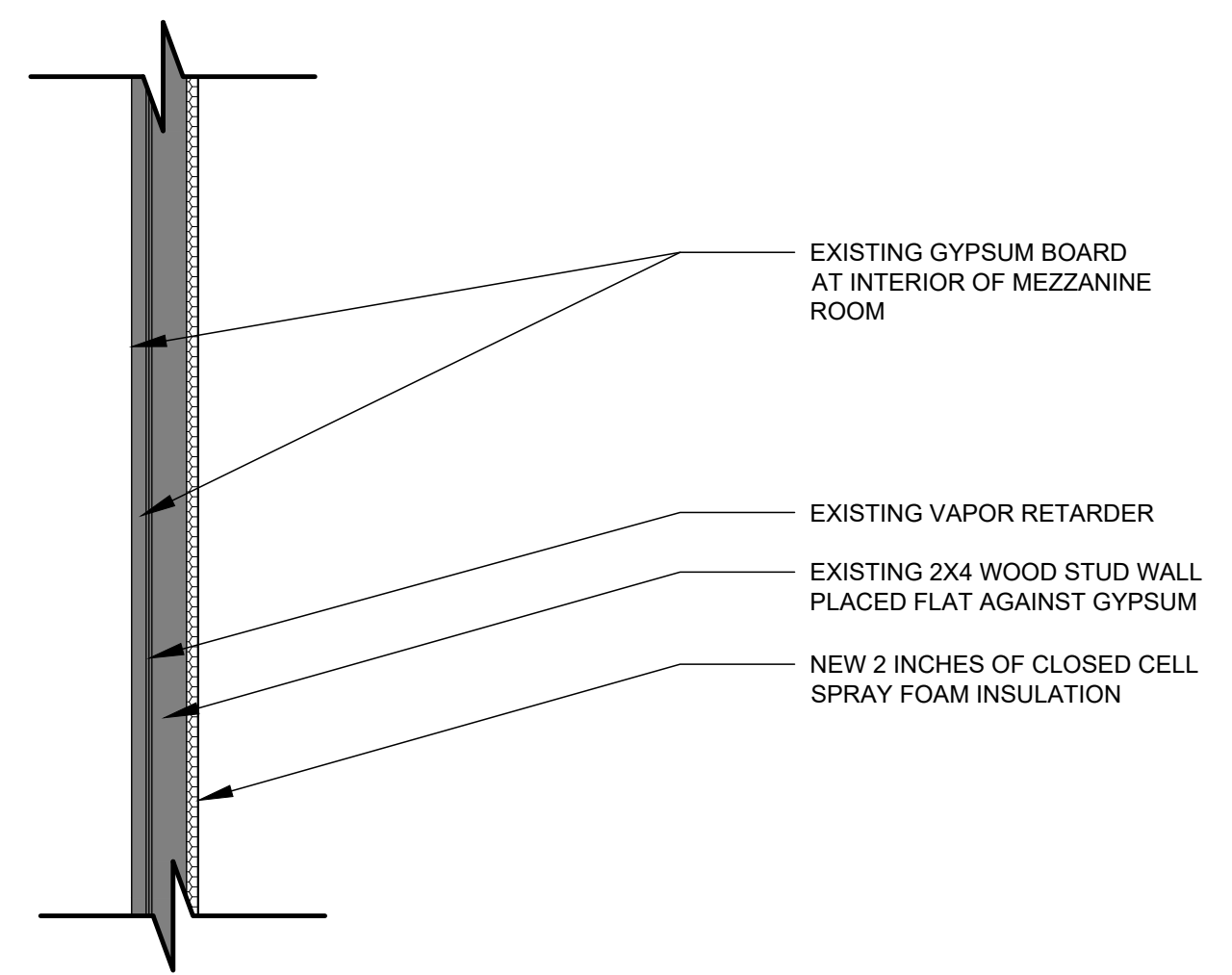
GENERAL NOTES

- CONTRACTOR SHALL OBTAIN ALL BUILDING PERMITS, STREET LANE CLOSURES, PLAN REVIEWS AND APPROVALS THAT ARE REQUIRED FOR THE PROJECT.
- ALL WORK SHALL COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL CODES; REGULATIONS, AND COUNTY STANDARDS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, EXISTING CONDITIONS, AND ALIGNMENTS WITH EXISTING CONSTRUCTION; AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS WHICH ARE NECESSARY TO INSURE PROPER WORKMANSHIP INSTALLATION EVEN THOUGH SUCH ITEMS ARE NOT SPECIFICALLY SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM WASTE MATERIAL OR RUBBISH CAUSED BY THE WORK; MINIMALLY, DAILY PICK-UP OR MORE FREQUENT AS NEEDED.
- UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL CLEAN ALL SURFACES AND WORK, AND LEAVE THE SITE IN ORIGINAL CONDITION.
- THE CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGE CAUSED TO THE EXISTING BUILDING, LANDSCAPING AND PROPERTY DURING CONSTRUCTION OUTSIDE OF CONSTRUCTION LIMITS.
- WORK DONE OUTSIDE OF NORMAL WORKING HOURS, 7:00 AM TO 4:00 PM, SHALL BE AUTHORIZED BY OWNER.
- SITE STORAGE - COOPERATE AND COORDINATE USE OF AVAILABLE AREAS EFFECTIVELY AND WITHIN THE SEQUENCE OF WORK. OWNER SHALL ESTABLISH AND GOVERN USE OF AVAILABLE SPACE.
- PROVIDE BARRIERS TO PREVENT UNAUTHORIZED ENTRY TO CONSTRUCTION WORK AREAS AND PROTECT EXISTING FACILITIES AND PROPERTIES.
- SITE STAGING AREA AND RESTORATION MUST BE COORDINATED WITH THE OWNER. STAGING AREA AND RESTORATION MUST MEET LANDSCAPE STANDARDS

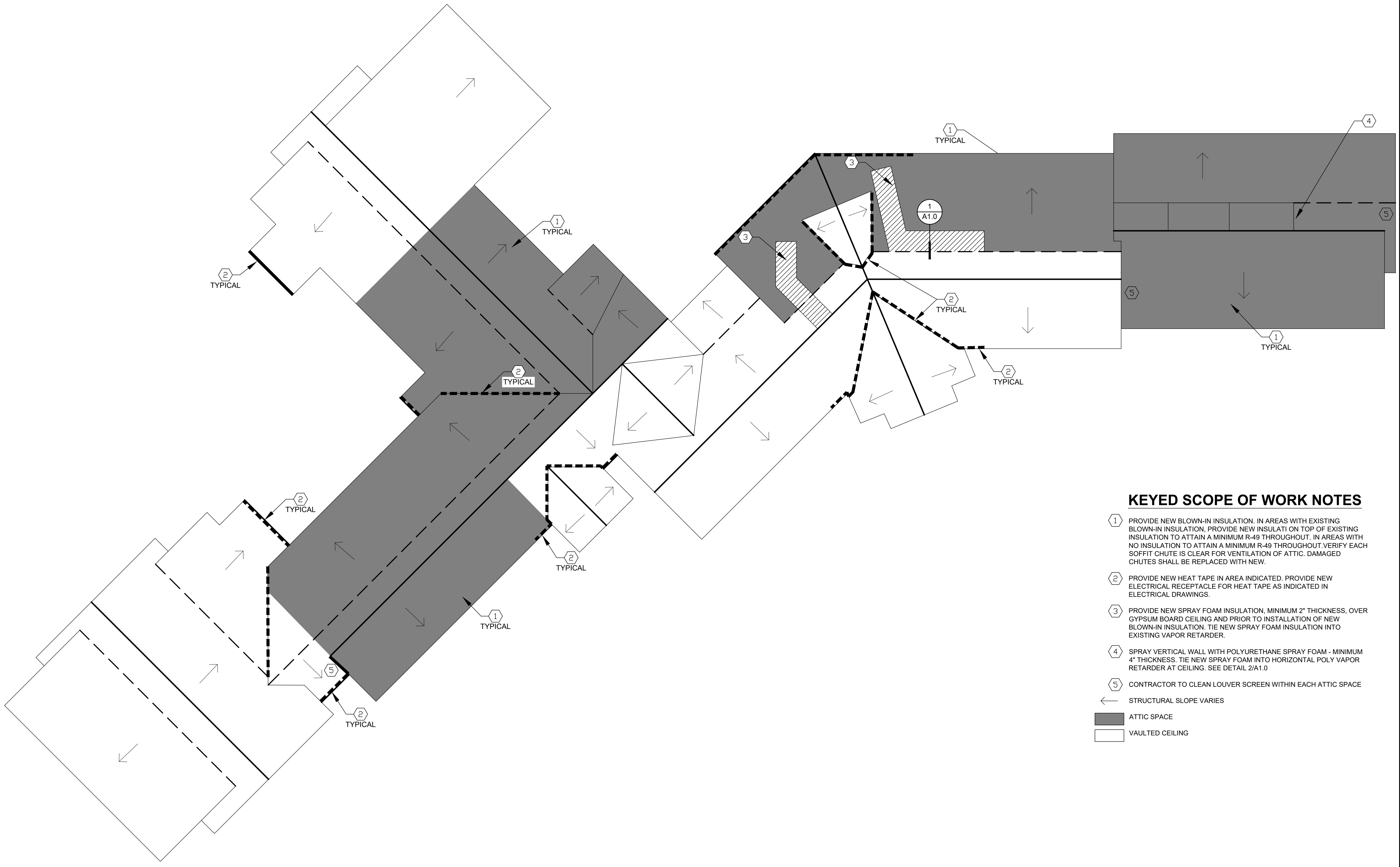
95% REVIEW SET



1 Vapor Retarder/ Insulation Addition Detail
A1.0 SCALE: 3" = 1'-0"



2 EAST MEZZANINE WALL
A1.0 SCALE: 3" = 1'-0"



3 ROOF PLAN
A1.0 SCALE: NOT TO SCALE

KEYED SCOPE OF WORK NOTES

- 1 PROVIDE NEW BLOWN-IN INSULATION. IN AREAS WITH EXISTING BLOWN-IN INSULATION, PROVIDE NEW INSULATION ON TOP OF EXISTING INSULATION TO ATTAIN A MINIMUM R-49 THROUGHOUT. IN AREAS WITH NO INSULATION TO ATTAIN A MINIMUM R-49 THROUGHOUT. VERIFY EACH SOFFIT CHUTE IS CLEAR FOR VENTILATION OF ATTIC. DAMAGED CHUTES SHALL BE REPLACED WITH NEW.
 - 2 PROVIDE NEW HEAT TAPE IN AREA INDICATED. PROVIDE NEW ELECTRICAL RECEPTACLE FOR HEAT TAPE AS INDICATED IN ELECTRICAL DRAWINGS.
 - 3 PROVIDE NEW SPRAY FOAM INSULATION, MINIMUM 2" THICKNESS, OVER GYPSUM BOARD CEILING AND PRIOR TO INSTALLATION OF NEW BLOWN-IN INSULATION. TIE NEW SPRAY FOAM INSULATION INTO EXISTING VAPOR RETARDER.
 - 4 SPRAY VERTICAL WALL WITH POLYURETHANE SPRAY FOAM - MINIMUM 4" THICKNESS. TIE NEW SPRAY FOAM INTO HORIZONTAL POLY VAPOR RETARDER AT CEILING. SEE DETAIL 2/A1.0
 - 5 CONTRACTOR TO CLEAN LOUVER SCREEN WITHIN EACH ATTIC SPACE
- ← STRUCTURAL SLOPE VARIES
 ■ ATTIC SPACE
 □ VAULTED CEILING

Drawing Information

Project No: B2306520

Drawing No: B2306520 A1.0

Drawn By:

Date Drawn: 8.11.2023

Checked By:

Last Modified: 8/29/23

Project Information

City of Hermantown
5105 Maple Grove Rd
Hermantown, MN 55811

Hermantown City Hall
5105 Maple Grove Rd
Hermantown, MN 55811

Hermantown City Hall
Building Roof and Attic Repairs

Roof Plan Details

Project Manual

Hermantown City Hall Attic Repairs

**Hermantown City Hall
Hermantown, Minnesota**

Prepared for:

City of Hermantown

5105 Maple Grove Road
Hermantown, ND 55811

95% Review Set

Project B2306520
September 5, 2023

**SECTION 00 01 01
PROJECT TITLE PAGE**

PROJECT MANUAL

FOR

HERMANTOWN CITY HALL ATTIC REPAIRS

BRAUN INTERTEC PROJECT NUMBER: B2306520

CITY OF HERMANTOWN

**5150 MAPLE GROVE ROAD
HERMANTOWN , MINNESOTA 55811**

DATE: SEPT 5, 2023 - 90% CONSTRUCTION DOCUMENT REVIEW SET

PREPARED BY:

BRAUN INTERTEC CORPORATION

END OF SECTION 00 01 01

SECTION 00 01 02
PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Hermantown City Hall Attic Repairs, located at:
5105 Maple Grove Road
Hermantown, Minnesota 55811
- B. The Owner, hereinafter referred to as Owner: City of Hermantown

2.01 OWNER'S PROJECT MANAGER: MR. ADAM SCHMINSKI.

- A. Department: Building Official.
- B. Address:
- C. City, State, Zip: Hermantown, MN 55811.
- D. Phone/Fax: 218.729.3610.
- E. E-mail: aschminski@hermantownmn.com

2.02 PROJECT DESCRIPTION

- A. Summary Project Description: The City Hall and Emergency Building develops ice damming and ice cycles during the late winter into spring. New shingles has been installed the summer of 2023. Now the city would like to make repairs to the attic space. New blown insulation is to be placed within the attic spaces as discribed on the plans. New heat tape will be installed at roof edges and valleys as discribed on the plans. An add/alt bid is to add power vents in three locations on the building's roof.
- B. Contract Scope: Construction and facility operations during occupancy.
- C. Contract Terms: Lump sum (stipulated sum).
- D. The currently occupied premises at the project site are open for examination by bidders only during the Pre-Bid Conference.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 01 02

**SECTION 00 01 05
CERTIFICATIONS PAGE**

PROFESSIONAL CERTIFICATION:

**I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME
OR UNDER DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL
ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.**

**DARREN SPRUTE, AIA, NCARB
SENIOR ARCHITECT
MN LICENSE NUMBER: 48016
BRAUN INTERTEC CORPORATION**

END OF SECTION 00 01 05

SECTION 00 01 10
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- C. 00 01 05 - Certifications Page
- D. 00 01 10 - Table of Contents
- E. 00 01 15 - List of Drawing Sheets
- F. 00 11 13 - Advertisement for Bids
- G. 00 21 13 - Instructions to Bidders
- H. 00 41 00 - Bid Form
- I. 00 43 23 - Alternates Form
- J. 00 72 00 - General Conditions
- K. 00 73 00 - Supplementary Conditions

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2.25 DIVISION 46 -- WATER AND WASTEWATER EQUIPMENT (NOT USED)

END OF SECTION 00 01 10

SECTION 00 01 15
LIST OF DRAWING SHEETS

<u>SHEET</u>	<u>TITLE</u>
T1.0	TITLE SHEET
A1.0	ROOF PLAN AND DETAILS
E1.0	ELECTRICAL PLAN

END OF SECTION 00 01 15

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

FROM:

1.01 THE CITY OF HERMANTOWN (HEREINAFTER REFERRED TO AS OWNER):

- A. Address:
5105 Maple Grove Road
Hermantown, Minnesota, 55811

1.02 AND BRAUN INTERTEC (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. Address:
11001 Hampshire Ave. S
Bloomington, Minnesota 55438

1.03 DATE: SEPTEMBER 8, 2023

1.04 TO: POTENTIAL BIDDERS

- A. Contractors are invited to submit an offer under seal to Owner for construction of a facility located at:
5105 Maple Grove Road
Hermantown, Minnesota 55811
Before 10 am local standard time on the 20th day of September , 2023, for:
- B. Project: Hermantown City Hall Attic Repairs
- C. Braun Intertec's Project Number: B2306520
- D. Bid Documents for a contract may be obtained from the office of the Owner free of charge.
- E. Submit your offer on the Bid Form provided.
- F. Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.
- G. The Owner reserves the right to accept or reject any or all offers.

1.05 SIGNATURE

END OF SECTION 00 11 13

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

INVITATION

1.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Owner at _____ before 10 a.m. local standard time on September 20, 2023.
- B. Offers submitted after the above time will be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

1.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete project named Hermantown City Hall Attic Repairs for a Stipulated Sum contract, in accordance with Contract Documents.

1.03 CONTRACT TIME

- A. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date. The bidder may suggest a revision to the Contract Time with a specific adjustment to the Bid Amount.

BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 CONTRACT DOCUMENTS IDENTIFICATION

- A. Contract Documents are identified as Owner's Project Number B2306520, as prepared by Architect, and with contents as identified in the Project Manual.

2.02 AVAILABILITY

- A. Bid Documents may be obtained through the office of Architect.
- B. Bid Documents may be obtained at the office of Owner.

2.03 INQUIRIES/ADDENDA

- A. Direct questions to Matt Anderson, email; maanderson@braunintertec.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to .

SITE ASSESSMENT

3.01 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 10 a.m. on the 12th day of September at the location of City Hall.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Architect will be in attendance.

OFFER ACCEPTANCE/REJECTION

4.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

4.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.

END OF SECTION 00 21 13

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 FOR:

- A. Project: Hermantown City Hall Attic Repairs
- B. Braun Intertec's Project Number: B2306520
5105 Maple Grove Road
Hermantown, Minnesota 55811

1.02 DATE: _____ (BIDDER TO ENTER DATE)

1.03 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
 - 1. Address _____
 - 2. City, State, Zip _____

1.04 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Braun Intertec for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.

1.05 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

1.06 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in _____ calendar weeks from Notice to Proceed.
(Bidder to enter number of weeks.)

1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.

1.08 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)

END OF SECTION 00 41 00

**SECTION 00 72 00
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

RELATED REQUIREMENTS

2.01 SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS.

END OF SECTION 00 72 00

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 72 00 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 73 00

SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Hermantown City Hall Attic Repairs
- B. Owner's Name: City of Hermantown.
- C. Architect's Name: Braun Intertec.
- D. The Project consists of adding blown insulation within the attic space above City Hall and Emergency Responders spaces, sealing attic walls with spray foam insulation, and adding heat tape with associated electrical connections to select locations on the roof..

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 41 00.
- B. Scope of alterations work is indicated on the drawings.
- C. Electrical Power: Alter existing system and add new construction, keeping existing in operation.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Existing building spaces may not be used for storage.
- D. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

END OF SECTION 01 10 00

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Submit one electronic and three hard-copies of each Application for Payment.

END OF SECTION 01 20 00

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

2.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.

2.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Section 00 21 13 - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing the form in Section 00 43 25; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.

2.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing the form in Section 00 63 25; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

2.04 RESOLUTION

2.05 ACCEPTANCE

END OF SECTION 01 25 00

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SITE MOBILIZATION MEETING

- A. Schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Survey and building layout.
 - 6. Security and housekeeping procedures.
 - 7. Schedules.
 - 8. Application for payment procedures.
 - 9. Procedures for testing.
 - 10. Procedures for maintaining record documents.
 - 11. Requirements for start-up of equipment.
 - 12. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.

7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

END OF SECTION 01 30 00

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Control of installation.
- C. Defect Assessment.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION 01 40 00

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Waste removal facilities and services.

1.02 RELATED REQUIREMENTS

- A. Section 01 51 00 - Temporary Utilities.
- B. Section 01 55 00 - Vehicular Access and Parking.

1.03 TEMPORARY UTILITIES - SEE SECTION 01 51 00

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 SECURITY - SEE SECTION 01 35 53

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.07 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 55 00

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 50 00

SECTION 01 51 00
TEMPORARY UTILITIES

PART 1 GENERAL

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 51 00

SECTION 01 55 00
VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Parking.
- B. Existing pavements and parking areas.
- C. Permanent pavements and parking facilities.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: For access to site, work sequence, and occupancy.

PART 3 EXECUTION

2.01 PARKING

- A. Use of existing parking facilities by construction personnel is not permitted.

2.02 PERMANENT PAVEMENTS AND PARKING FACILITIES

- A. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

END OF SECTION 01 55 00

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.

1.03 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.

3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.

- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION 01 70 00

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.

- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Prebid meeting.
 - 2. Preconstruction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 01 74 19

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Individual Product Sections: Warranties required for specific products or Work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION 01 78 00

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

PART 3 EXECUTION

2.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

2.02 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove items indicated on drawings.
- C. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.

1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 3. Verify that abandoned services serve only abandoned facilities before removal.
 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
1. Prevent movement of structure. Provide shoring and bracing as required.
 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch to match new work.

2.03 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 41 00

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonstructural dimension lumber framing.
- B. Sheathing.
- C. Fire retardant treated wood materials.
- D. Concealed wood blocking, nailers, and supports.
- E. Miscellaneous wood nailers, furring, and grounds.
- F. Wall sheathing with factory applied water-resistive and air barrier sheet.
- G. Roof sheathing with factory applied roofing underlayment.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- B. ASTM D2898 - Standard Practice for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing 2010 (Reapproved 2017).
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2020.
- D. AWPA U1 - Use Category System: User Specification for Treated Wood 2023.
- E. PS 20 - American Softwood Lumber Standard 2021.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.
- D. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, and installation.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a two-year period commencing on Date of Substantial Completion.
- C. Manufacturer Warranty: Provide two-year manufacturer warranty for _____ commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Stud Framing (2 by 2 through 2 by 6 (50 by 50 mm through 50 by 150 mm)):
 - 1. Grade: No. 2.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
 - 3. Anchors: Toggle bolt type for anchorage to hollow masonry.
- B. Building Paper: Water resistant Kraft paper.

2.04 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 - 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWA standards.
- B. Fire Retardant Treatment:
 - 1. Manufacturers:
 - a. Lonza Group; ____: www.wolmanizedwood.com/#sle.
 - b. Hoover Treated Wood Products, Inc; ____: www.frtw.com/#sle.
 - c. Koppers, Inc; ____: www.koppersperformancechemicals.com/#sle.
 - d. Viance, LLC; D-Blaze: www.treatedwood.com/#sle.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Exterior Type: AWWA U1, Category UCFB, Commodity Specification H, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.

- a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
- b. Treat exposed exterior rough carpentry items, including stairways, balconies, and covered walkways
- c. Do not use treated wood in direct contact with the ground.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
- B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.

3.05 CLEANING

- A. Waste Disposal: See Section 01 74 19 - Construction Waste Management and Disposal.
 1. Comply with applicable regulations.
 2. Do not burn scrap on project site.
 3. Do not burn scraps that have been pressure treated.
 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION 06 10 00

SECTION 07 21 19
FOAMED-IN-PLACE INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Foamed-in-place insulation.
 - 1. In attics and crawlspaces.
- B. Protective cementitious coating.

1.02 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus 2021.
- B. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics 2019.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2020.
- D. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials 2016.
- E. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials 2021a.
- F. FM 4880 - Evaluating the Fire Performance of Insulated Building Panel Assemblies and Interior Finish Materials 2017.
- G. NFPA 275 - Standard Method of Fire Tests for the Evaluation of Thermal Barriers 2022.
- H. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth 2019.
- I. UL 1040 - Standard for Safety Fire Test of Insulated Wall Construction Current Edition, Including All Revisions.
- J. UL 1715 - Standard for Safety Fire Test of Interior Finish Material Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week prior to commencing work of this section.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide product description, insulation properties, overcoat properties, and preparation requirements.
- C. ABAA Field Quality Control Submittals: Submit third-party reports of testing and inspection as required by ABAA QAP.
- D. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.
- E. ABAA Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.
- F. ABAA Installer Qualification: Submit documentation of current contractor accreditation and current installer certification. Keep copies of all contractor accreditation and installer certification on site during and after installation. Present on-site documentation upon request.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified, with minimum three years documented experience, and approved by manufacturer.

- B. Air Barrier Association of America (ABAA) Quality Assurance Program (QAP); www.airbarrier.org/#sle:
 - 1. Installer Qualification: Use accredited contractor, certified installers, evaluated materials, and third-party field quality control audit.
 - 2. Manufacturer Qualification: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture. Use secondary materials approved in writing by primary material manufacturer.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Foamed-In-Place Insulation: Medium-density, rigid or semi-rigid, closed cell polyurethane foam; foamed on-site, using blowing agent of water or non-ozone-depleting gas.
 - 1. Regulatory Requirements: Comply with applicable code for flame and smoke, concealment, and fire protection requirements.
 - a. Fire Protection: Provide 15-minute thermal barrier of 1/2 inch (12.7 mm) gypsum board or equivalent material complying with NFPA 275 test method, or foamed-in-place insulation either exposed or with covering that complies with FM 4880, NFPA 286, UL 1040, or UL 1715.
 - 2. Thermal Resistance: R-value (RSI-value) of 5.0 (0.88), minimum, per 1 inch (25.4 mm) thickness at 75 degrees F (24 degrees C) mean temperature when tested in accordance with ASTM C518.
 - 3. Water Vapor Permeance: Vapor retarder; 2 perms (115 ng/(Pa s sq m)), maximum, when tested at intended thickness in accordance with ASTM E96/E96M, desiccant method.
 - 4. Water Absorption: Less than 2 percent by volume, maximum, when tested in accordance with ASTM D2842.
 - 5. Air Permeance: 0.04 cfm per square foot (0.2 L/(s/sq m)), maximum, when tested at intended thickness in accordance with ASTM E2178 at 1.57 psf (75 Pa).
 - 6. Closed Cell Content: At least 90 percent.
 - 7. Surface Burning Characteristics: Flame spread/smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.
 - 8. Products:
 - a. BASF Corporation; WALLTITE US: www.spf.basf.com/#sle.
 - b. Carlisle Spray Foam Insulation; SealTite PRO One Zero: www.carlisesfi.com/#sle.
 - c. Gaco Western; GacoOnePass F1850R: www.gaco.com/#sle.
 - d. Henry Company; _____: www.henry.com/#sle.
 - e. Huntsman Building Solutions; ProSeal HFO: www.huntsmanbuildingsolutions.com/#sle.
 - f. Johns Manville; JM Corbond III Closed Cell Spray Polyurethane Foam: www.jm.com/#sle.
 - g. Preferred Solutions, Inc; Staycell 504 Closed Cell Spray Foam Insulation: www.preferredsolutions.net/#sle.
 - h. Rhino Linings Corporation; ThermalGuard CC2: www.rhino linings.com/#sle.

2.02 ACCESSORIES

- A. Protective Coating: Cementitious type, spray applied; flame spread/smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.

PART 3 EXECUTION

3.01 APPLICATION

- A. Apply insulation in accordance with manufacturer's instructions.

3.02 PROTECTION

- A. Do not permit subsequent construction work to disturb applied insulation.

END OF SECTION 07 21 19

SECTION 07 21 26
BLOWN INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Ceiling and Attic: Blown insulation pneumatically placed into joist spaces through access holes.

1.02 REFERENCE STANDARDS

- A. ASHRAE Std 90.1 I-P - Energy Standard for Buildings Except Low-Rise Residential Buildings Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. ASTM C739 - Standard Specification for Cellulosic Fiber Loose-Fill Thermal Insulation 2021a.
- C. ASTM C1015 - Standard Practice for Installation of Cellulosic and Mineral Fiber Loose-Fill Thermal Insulation 2017.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and limitations.
- C. Manufacturer's Installation Instructions: Indicate procedure for preparation and installation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Applications: Provide blown insulation in attic as indicated on drawings.
- B. Thermal Transmittance [U-value]: Provided maximum values in accordance with applicable edition of ASHRAE Std 90.1 I-P for envelope requirements of building location and climate zone.
- C. Blown Insulation: ASTM C739, cellulosic fiber type, nodulated for pour and bulk for pneumatic placement.
 - 1. Thermal Transmittance (U-value): 0.27 BTU/hr sq ft deg F (0.0389 W/sq m K), maximum.
 - 2. Installed Thickness: As indicated on drawings.
 - 3. Thermal Resistance (R-value (RSI-value)): 11.0 sq ft hr deg F/BTU inch (1.9372 sq m K/W inch), minimum.

2.02 ACCESSORIES

- A. Roof Ventilation Baffles: Prefabricated ventilation channels for placement under roof sheathing with baffles to prevent wind-washing.
 - 1. Material: Polyvinyl chloride (PVC).
 - 2. Roof Joist/Truss Spacing: 16 inch (406 mm) on center, nominal.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate and adjacent materials are dry and ready to receive insulation.
- B. Verify that light fixtures have thermal cut-out device to restrict over-heating in soffit or ceiling spaces.
- C. Verify spaces are unobstructed to allow for proper placement of insulation.

3.02 INSTALLATION

- A. Install insulation and ventilation baffle in accordance with ASTM C1015 and manufacturer's instructions.
- B. Place insulation against baffles, and do not impede natural attic ventilation to soffit.

- C. Completely fill intended spaces leaving no gaps or voids.

3.03 CLEANING

- A. Remove loose insulation residue.

END OF SECTION 07 21 26

SECTION 07 26 00
VAPOR RETARDERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Vapor retarders.

1.02 RELATED REQUIREMENTS

- A. Section 07 21 00 - Thermal Insulation: Vapor retarder installed in conjunction with batt insulation.

1.03 REFERENCE STANDARDS

- A. ASTM D4397 - Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications 2016.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on material characteristics, performance criteria, and limitations.
- C. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

PART 2 PRODUCTS

2.01 VAPOR RETARDERS

- A. Vapor Retarder Sheet: Polyethylene sheeting complying with ASTM D4397, clear colored.
 - 1. Thickness: 10 mil, 0.010 inch (0.254 mm), nominal.
 - 2. Seam and Perimeter Tape: Polyethylene self-adhering type, mesh reinforced, 2 inches (50 mm) wide; compatible with sheet material.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions comply with requirements of this section.

3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Vapor Retarders: Install continuous airtight barrier over surfaces indicated, with sealed seams and sealed joints to adjacent surfaces.
- C. Apply sealants and adhesives within recommended temperature range in accordance with manufacturer's installation instructions.

END OF SECTION 07 26 00

SECTION 07 92 00
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.
- D. Owner-provided field quality control.

1.02 RELATED REQUIREMENTS

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.
- B. Section 07 13 00 - Sheet Waterproofing: Sealing cracks and joints in waterproofing substrate surfaces using materials specified in this section.
- C. Section 07 25 00 - Weather Barriers: Sealants required in conjunction with air barriers and vapor retarders.
- D. Section 07 84 00 - Firestopping: Firestopping sealants.
- E. Section 07 91 00 - Preformed Joint Seals: Precompressed foam, gaskets, and strip seals.
- F. Section 07 95 13 - Expansion Joint Cover Assemblies: Sealants forming part of expansion joint cover assemblies.
- G. Section 08 13 16.13 - Aluminum Terrace Doors: Field-testing of sealed joints at perimeter of door frames.
- H. Section 08 63 00 - Metal-Framed Skylights: Structural and weatherseal sealants and accessories.
- I. Section 08 71 00 - Door Hardware: Setting exterior door thresholds in sealant.
- J. Section 08 80 00 - Glazing: Glazing sealants and accessories.
- K. Section 09 21 16 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.
- L. Section 09 22 16 - Non-Structural Metal Framing: Sealing between framing and adjacent construction in acoustical and sound-rated walls and ceilings.
- M. Section 09 23 00 - Gypsum Plastering: Sealing acoustical and sound-rated walls and ceilings.
- N. Section 09 26 13 - Gypsum Veneer Plastering: Sealing acoustical and sound-rated walls and ceilings.
- O. Section 09 30 00 - Tiling: Sealant between tile and plumbing fixtures and at junctions with other materials and changes in plane.
- P. Section 23 31 00 - HVAC Ducts and Casings: Duct sealants.

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015.
- B. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants 2018.
- C. ASTM C834 - Standard Specification for Latex Sealants 2017.
- D. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete 2015.
- E. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications 2018.

- F. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- G. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2016.
- H. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- I. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2018.
- J. ASTM C1311 - Standard Specification for Solvent Release Sealants 2014.
- K. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2018.
- L. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints 2019 (Reapproved 2020).
- M. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015, with Editorial Revision (2017).
- N. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension 2016.
- O. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics 2015.
- P. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials 2020.
- Q. SCAQMD 1168 - Adhesive and Sealant Applications 1989 (Amended 2017).
- R. SWRI (VAL) - SWR Institute Validated Products Directory Current Edition.
- S. UL 263 - Standard for Fire Tests of Building Construction and Materials Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Substrates for which use of primer is required.
 - 6. Substrates for which laboratory adhesion and/or compatibility testing is required.
 - 7. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
 - 8. Sample product warranty.
 - 9. Certification by manufacturer indicating that product complies with specification requirements.
 - 10. SWRI Validation: Provide currently available sealant product validations as listed by SWRI (VAL) for specified sealants.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.

- F. Field Quality Control Plan: Submit at least two weeks prior to start of installation.
- G. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.
- H. Field Quality Control Log: Submit filled out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.
- I. Manufacturer's Qualification Statement.
- J. Installer's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.
- E. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver to manufacturer sufficient samples for testing.
 - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
 - 6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.
- F. Owner will employ an independent testing agency to perform the field quality control inspection and testing as referenced in PART 3 of this section and as follows, to prepare and submit the field quality control plan and log, and to provide recommendations of remedies in the case of failure.
 - 1. Contractor shall cooperate with testing agency and repair failures discovered and destructive test location damage.
- G. Field Adhesion Test Procedures:
 - 1. Allow sealants to fully cure as recommended by manufacturer before testing.
 - 2. Have a copy of the test method document available during tests.
 - 3. Take photographs or make video records of each test, with joint identification provided in the photos/videos; for example, provide small erasable whiteboard positioned next to joint.
 - 4. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 - 5. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
 - 6. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
 - 7. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.
- H. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.

1. Sample: At least 18 inches (457 mm) long.
 2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch (25.4 mm) by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.
 3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.
 4. Record results on Field Quality Control Log.
 5. Repair failed portions of joints.
- I. Field Adhesion Tests of Joints: Test for adhesion using most appropriate method in accordance with ASTM C1521, or other applicable method as recommended by manufacturer.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 1. ADFAST Corporation; _____: www.adfastcorp.com/#sle.
 2. Adhesives Technology Corporation; _____: www.atcepoxy.com/#sle.
 3. Bostik Inc; _____: www.bostik-us.com/#sle.
 4. Dow Chemical Company; _____: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 5. Everkem Diversified Products, Inc; _____: www.everkemproducts.com/#sle.
 6. Fortifiber Building Systems Group; _____: www.fortifiber.com/#sle.
 7. Franklin International, Inc; _____: www.titebond.com/#sle.
 8. Hilti, Inc; _____: www.us.hilti.com/#sle.
 9. Master Builders Solutions by BASF; _____: www.master-builders-solutions.basf.us/en-us/#sle.
 10. Momentive Performance Materials, Inc (formerly GE Silicones); _____: www.momentive.com/#sle.
 11. Pecora Corporation; _____: www.pecora.com/#sle.
 12. QUIKRETE Companies; _____: www.quikrete.com/#sle.
 13. Sherwin-Williams Company; _____: www.sherwin-williams.com/#sle.
 14. Sika Corporation; _____: www.usa-sika.com/#sle.
 15. Specified Technologies Inc; _____: www.stifirestop.com/#sle.
 16. Tremco Commercial Sealants & Waterproofing; _____: www.tremcosealants.com/#sle.
 17. W.R. Meadows, Inc; _____: www.wrmeadows.com/#sle.
 18. _____.
 19. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
 1. Adhesives Technology Corporation; _____: www.atcepoxy.com/#sle.
 2. Bostik Inc; _____: www.bostik-us.com/#sle.
 3. Dayton Superior Corporation; _____: www.daytonsuperior.com/#sle.

4. Dow Chemical Company; _____: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
5. Master Builders Solutions by BASF; _____: www.master-builders-solutions.basf.us/en-us/#sle.
6. Pecora Corporation; _____: www.pecora.com/#sle.
7. QUIKRETE Companies; _____: www.quikrete.com/#sle.
8. Sherwin-Williams Company; _____: www.sherwin-williams.com/#sle.
9. Sika Corporation; _____: www.usa-sika.com/#sle.
10. Tremco Commercial Sealants & Waterproofing; _____: www.tremcosealants.com/#sle.
11. W.R. Meadows, Inc; _____: www.wrmeadows.com/#sle.
12. _____.
13. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.
 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
 - 1) Exception: Such gaps and openings in gypsum board, plaster, and _____ finished stud walls and suspended ceilings.
 - 2) Exception: Through-penetrations in sound-rated assemblies that are also fire-rated assemblies.
 - c. Other joints indicated below.
 3. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/grid and walls.
- B. Type ____ - Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
1. Type ____ - Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
 2. Type ____ - Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing.
 3. Type ____ - Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane "traffic-grade" sealant.
 4. Type ____ - Wiring Slots in Concrete Paving: Self-leveling epoxy sealant.
 5. Type ____ - Cooling Tower and Fountain Basins: Non-sag polyurethane sealant for continuous immersion.
- C. Type ____ - Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

1. Type ___ - Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
 2. Type ___ - Wall and Ceiling Joints in Wet Areas: Non-sag polyurethane sealant for continuous liquid immersion.
 3. Type ___ - Floor Joints in Wet Areas: Non-sag polyurethane "non-traffic-grade" sealant suitable for continuous liquid immersion.
 4. Type ___ - Wall, Ceiling, and Floor Joints Where Tamper-Resistance is Required: Non-sag tamper-resistant silyl-terminated polyurethane sealant.
 5. Type ___ - Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
 6. Type ___ - In Sound-Rated Assemblies: Acrylic emulsion latex sealant.
 7. Type ___ - Narrow Control Joints in Interior Concrete Slabs: Self-leveling epoxy sealant.
 8. Type ___ - Other Floor Joints: Self-leveling polyurethane "traffic-grade" sealant.
- D. Interior Wet Areas: Bathrooms, restrooms, kitchens, food service areas, food processing areas, and _____; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, other similar items, and _____.
- E. Sound-Rated Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".
- F. Areas Where Tamper-Resistance is Required: As indicated on drawings.

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products with levels of volatile organic compound (VOC) content as indicated in Section 01 61 16.
- B. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.
- C. Colors: As indicated on drawings.

2.04 NONSAG JOINT SEALANTS

- A. Type ___ - Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus and minus ___ percent, minimum.
 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 4. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.
 5. Color: Match adjacent finished surfaces.
 6. Color: To be selected by Architect from manufacturer's standard range.
 7. Cure Type: _____.
 8. Service Temperature Range: Minus 20 to 180 degrees F (Minus 29 to 82 degrees C).
 9. Manufacturers:
 - a. Dow Chemical Company; DOWSIL 790 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - b. Dow Chemical Company; DOWSIL 791 Silicone Weatherproofing Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - c. Dow Chemical Company; DOWSIL 795 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - d. Sika Corporation; Sikasil WS-290: www.usa-sika.com/#sle.
 - e. Sika Corporation; Sikasil WS-295: www.usa-sika.com/#sle.
 - f. Sika Corporation; Sikasil 728NS: www.usa-sika.com/#sle.
 - g. Tremco Commercial Sealants & Waterproofing; Spectrem 1: www.tremcosealants.com/#sle.
 - h. Tremco Commercial Sealants & Waterproofing; Spectrem 2: www.tremcosealants.com/#sle.

- B. Type ____ - Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
1. Color: White.
- C. Type ____ - Tamper-Resistant, Silyl-Terminated Polyurethane (STPU) Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus ____ percent, minimum
 2. Hardness Range: 25 to 30, Shore A, when tested in accordance with ASTM C661.
- D. Type ____ - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus ____ percent, minimum.
 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: Match adjacent finished surfaces.
 4. Color: To be selected by Architect from manufacturer's standard range.
 5. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).
 6. Manufacturers:
 - a. Master Builders Solutions by BASF; MasterSeal NP1: www.master-builders-solutions.basf.us/en-us/#sle.
 - b. Pecora Corporation; DynaTrol II: www.pecora.com/#sle.
 - c. Pecora Corporation; DynaFlex: www.pecora.com/#sle.
 - d. Polycoat Products; Poly-Caulk PX27GG (Gun Grade); www.polycoatusa.com/#sle.
 - e. Sherwin-Williams Company; Stampede-1/-TX Polyurethane Sealant: www.sherwin-williams.com/#sle.
 - f. Sherwin-Williams Company; Stampede 2NS Polyurethane Sealant: www.sherwin-williams.com/#sle.
 - g. Sika Corporation; Sikaflex-1a: www.usa-sika.com/#sle.
 - h. Sika Corporation; Sikaflex-15 LM: www.usa-sika.com/#sle.
 - i. Sika Corporation; Sikaflex-2c NS: www.usa-sika.com/#sle.
 - j. Tremco Commercial Sealants & Waterproofing; Dymonic 100: www.tremcosealants.com/#sle.
 - k. Tremco Commercial Sealants & Waterproofing; Dymeric 240 FC: www.tremcosealants.com/#sle.
 - l. Tremco Commercial Sealants & Waterproofing; Vulkem 116: www.tremcosealants.com/#sle.
 - m. W. R. Meadows, Inc; POURTHANE NS: www.wrmeadows.com/#sle.
 - n. _____.
 - o. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Type ____ - Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface.
1. Movement Capability: Plus and minus 35 percent, minimum.
- F. Type ____ - Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
- G. Type ____ - Non-Curing Butyl Sealant: Solvent-based, single component, non-sag, non-skinning, non-hardening, non-bleeding; non-vapor-permeable; intended for fully concealed applications.

2.05 SELF-LEVELING SEALANTS

- A. Type ____ - Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .

1. Movement Capability: Plus and minus 25 percent, minimum.
- B. Type ____ - Self-Leveling Polyurethane Sealant for Continuous Water Immersion: Polyurethane; ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure and continuous water immersion.
 1. Movement Capability: Plus and minus 25 percent, minimum.
- C. Type ____ - Semi-Rigid Self-Leveling Epoxy Joint Filler: Epoxy or epoxy/polyurethane copolymer; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.
 1. Composition: Multi-component, 100 percent solids by weight.
 2. Durometer Hardness: Minimum of 85 for Type A or 35 for Type D, after seven days when tested in accordance with ASTM D2240.
 3. Joint Width, Minimum: 1/8 inch (3 mm).

2.06 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 1. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
 2. Manufacturers:
 - a. ADFAST Corporation; ADSEAL BR-2600 (Backer Rod): www.adfastcorp.com/#sle.
 - b. Nomaco, Inc; _____: www.nomaco.com/#sle.
 - c. _____.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Preformed Extruded Silicone Joint Seal: Pre-cured low-modulus silicone extrusion, in sizes to fit applications indicated on drawings, combined with a neutral-curing liquid silicone sealant for bonding joint seal to substrates.
 1. Size: 1 inch (25.4 mm) wide, in rolls 100 feet (30.5 m) long.
 2. Thickness: 0.78 inch (19.8 mm), with ridges along outside bottom edges for bonding area.
 3. Color: As selected by Architect..
 4. Durometer Hardness, Type A: 26 to 32, minimum, when tested in accordance with ASTM D2240.
 5. Tensile Strength: 218 psi (1.5 MPa), in accordance with ASTM D412.
 6. Elongation at Break: 554 percent, in accordance with ASTM D412.
 7. Manufacturers:
 - a. Tremco Commercial Sealants & Waterproofing; Spectrem Simple Seal: www.tremcosealants.com/#sle.
 - b. _____.
 - c. _____.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- D. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- E. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- F. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.

- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.
- D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
 - 1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
 - 2. Notify Architect of date and time that tests will be performed, at least seven days in advance.
 - 3. Arrange for sealant manufacturer's technical representative to be present during tests.
 - 4. Record each test on Preinstallation Adhesion Test Log as indicated.
 - 5. If any sample fails, review products and installation procedures, consult manufacturer, or take whatever other measures are necessary to ensure adhesion; re-test in a different location; if unable to obtain satisfactory adhesion, report to Architect.
 - 6. After completion of tests, remove remaining sample material and prepare joint for new sealant installation.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.
 - 2. Neck dimension no greater than 1/3 of the joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
- F. Install bond breaker backing tape where backer rod cannot be used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- H. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- I. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- J. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.04 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION 07 92 00



CITY COUNCIL MEETING DATE: September 5, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Memorandum of Understanding - Recruitment & Retention Incentive Pay

RESOLUTION: 2023-129 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve Memorandum of Understanding regarding recruitment and retention incentives for license peace officers

BACKGROUND

Following the discussion with the City Council in closed session, the attached memorandum of understanding was presented to the Law Enforcement Labor Services Union Local 41 for their consideration. They have approved and signed off on the agreement.

SOURCE OF FUNDS (if applicable)

Funding: Public Safety Dollars for Police Officers – General Fund

ATTACHMENTS

Memorandum of Understanding

Resolution No. 2023-129

Resolution Approving Memorandum Of Understanding (MOU) And Authorizing And Directing Mayor And City Clerk To Execute And Deliver MOU With Law Enforcement Labor Services Local 47 (“LELS”)

WHEREAS, the City of Hermantown faces challenges to recruit and retain licensed peace officers; and

WHEREAS, retaining and recruiting quality officers is so critical to public safety, the Hermantown City Council has approved these expenditures as serving a public purpose and providing a benefit to the community at large.

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

1. The City Council approves the Memorandum of Understanding for Recruitment and Retention Incentives dated September 5, 2023 as attached as Exhibit A and authorizes the Mayor and City Clerk to Execute and Deliver Memorandum of Understanding for Recruitment and Retention Incentives.

Councilor _____ introduced the foregoing resolution and moved its adoption.

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

Councilors _____, Mayor Boucher, aye.

and the following voted in opposition thereto:

None.

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

EXHIBIT A

RECRUITMENT AND RETENTION INCENTIVES
Memorandum of Understanding
Between City of Hermantown
And
Police Management Employees
Law Enforcement Labor Service, Inc — Local #47

September 5, 2023

Background

The City of Hermantown Police Department (HPD) faces challenges to recruit and retain licensed peace officers. While these challenges are not unique to HPD, in an effort to address these issues, the City of Hermantown ("City") has agreed to the following one-time incentive program.

Because retaining quality officers is so critical to public safety, the Hermantown City Council has approved these expenditures as serving a public purpose and providing a benefit to the community at large.

Timeframe

All incentives described below are effective September 5, 2023 through November 29, 2024. This *Memorandum of Understanding (MOU)* will not be used as evidence of any past practice or precedent with respect to future benefits or retention incentive pay to Members. This MOU provides no guarantees that the City will agree to similar incentives after the expiration of this MOU.

Retention Incentive Payments

For purposes of this section, the term "worked" includes time spent on approved vacation, sick, or compensatory leave, or an absence related to an approved worker's compensation claim. Compensatory hours cashed-out shall not count towards shifts "worked".

1. On December 1, 2023, *the* City will issue an Incentive Payment in the amount of \$6,000 to all licensed peace officers who:
 - are in active payroll status (not unpaid leave status) on November 26, 2023;
 - have worked at least 156 shifts between November 26, 2022, and November 26, 2023; and
 - have not been subject to discipline that results in termination or suspension between November 26, 2022, and November 26, 2023.

2. On November 29, 2024, *the* City will issue a second Incentive Payment in the amount of \$4,000 to all licensed peace officers who:
 - are in active payroll status (not unpaid leave status) on November 24, 2024;
 - have worked at least 156 shifts between November 24, 2023, and November 24, 2024; and
 - have not been subject to discipline that results in termination or suspension between November 24, 2023, and November 24, 2024.

Recruitment Incentive Payments

3. The City will issue an Incentive Payment in the amount of \$6,000 to all newly hired licensed peace officers who:
 - Successfully complete the Field Training Officer (FTO) program, as set forth by the Hermantown Police Department, certifying them for solo patrol officer status. This payment will be made on the pay period following completion of the FTO program.

4. The City will issue a second Incentive Payment in the amount of \$4,000 to all newly hired licensed peace officers who:
- Successfully complete their probationary status, as set forth by the Hermantown Police Department. This payment will be made on the pay period following completion of the officer's probationary period.

If the employee resigns or is released from employment prior to any of the dates for payments, the employee shall not receive any Incentive Payments due after the employee's resignation or termination date.

Employees who are the subject of an internal affairs investigation are eligible for an Incentive Payment at the conclusion of the investigation provided they meet all the requirements in paragraphs 1 through 2.

Employees on a leave of absence, whether paid or unpaid, are eligible for an Incentive Payment upon return to work provided they meet all the requirements in paragraphs 1 through 2.

Employees are only eligible for a recruitment or retention incentive under the terms of this agreement, not both.

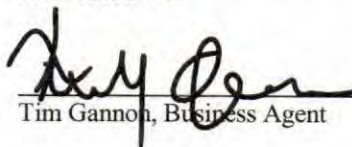
All incentive payment amounts must be re-paid in full to the City in the event a licensed peace officer's employment ends, voluntarily or involuntarily, within one (1) year of the date of payment.

Dated this _____ of September, 2023

City of Hermantown

Wayne Boucher, Mayor

**Law Enforcement Labor Services,
Inc – Local #47**

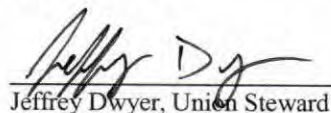


Tim Gannon, Business Agent

City of Hermantown

Alissa Wentzlaff, City Clerk

**Law Enforcement Labor Services,
Inc – Local #47**



Jeffrey Dwyer, Union Steward