

City of Norwood Young America - CITY COUNCIL AGENDA
June 13, 2016 – 6:30 p.m.

1. Call Meeting of City Council to Order

1.1 Pledge of Allegiance

2. Approve Agenda

3. Introductions, Presentations, Proclamations, Awards, and Public Comment (Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)

4. Consent Agenda NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.

4.1 Approve minutes of May 23, 2016 meetings

4.2 Approve payment of claims

4.3 Promotion of Jason Kloempken as Public Works Operator II

4.4 Martingale Drive - Street Closing Request

4.5 Liquor License Application – Lazy Loon Lanes, LLC.

5. Public Hearing

6. Old Business

6.1 Willkommen Memorial Park Restrooms Project

7. New Business

7.1 Credit Card Policy

7.2 Reestablish Monthly City Council Workshop Meetings

7.3 Minnesota Historical & Cultural Heritage Grant and Consultant Agreement

7.4 Schedule Special City Council Meeting

8. Council Member Reports

9. Mayor's Report

10. Adjournment

The following informational items have been included in the Council packet for informational purposes, council review and discussion. No action is required by the City Council: May Building Permit report.

UPCOMING MEETINGS/EVENTS

June 21 Parks and Rec. Commission – 5:30 p.m.; Planning Commission – 7:00 p.m.

June 27 EDA and City Council – 6:30 p.m.

July 11 City Council – 6:30 p.m.

July 13 Economic Development Commission – 6:30 p.m.

July 14 Senior Advisory Committee – 9:00 a.m.

City of Norwood Young America – CITY COUNCIL MINUTES
City Hall
May 23, 2016 – 6:30pm

Council Members Present: Tina Diedrick, Craig Heher, Carol Lagergren, Mike McPadden, Dick Stolz

City Staff Present: City Administrator Steve Helget, Public Works Director Brent Aretz

Also Present: Adam Gruenwald - NYA Times, Nick Anhut – Ehlers, Heidi Hoks, Tom Sudheimer, Josh Kroells, Bill Grundahl, Paul Ericsson, Paul Lano, Karla Hormann

1. Call Meeting of City Council to Order

Meeting was called to order by Mayor Diedrick at 6:35pm.

2. Approve Agenda

Additional payment of claims under 5.2 Cargil \$1782.28 #025676 and Cheryl Hedtke \$717.75 #025677
Addition of 5.6 Approve Hiring of Kevin Frahm Public Works Operator I position

Motion: Stolz, second Heher to approve the agenda with the two additions as listed. Vote 4 – 0. Motion carried.

3. Introductions, Presentations, Proclamations, Awards, and Public Comment - none

4. Carver County Library System

Heidi Hoks, State of the Library; and Paul Ericsson Norwood Young America Library Report
Library Annual Report, thanks to all of the volunteers 13,000+ hours throughout Carver County
Libraries, many programs available, library card works at many libraries throughout the state, many
webinars available through library

(Councilwoman Lagergren joined meeting at 7:10pm.)

5. Consent Agenda

- 5.1 Approve minutes of May 9, 2016 meeting
- 5.2 Approve payment of claims
- 5.3 Rescind Motion to Request for Proposals for Pavilion Liquor License
- 5.4 Approve Hiring of Seasonal Swimming Pool Employees
- 5.5 Approve Hiring Herman Haag and Brenda Wagener – Custodians
- 5.6 Approve Hiring Brian Schneewind Public Works Operator I
- 5.7 Accept John "OJ" Schrupp's Resignation
- 5.8 Approve Liquor License Renewal Applications
- 5.9 Approve Street Closing Request

Motion: Heher, second Stolz to approve the consent agenda as presented. Vote 5 – 0. Motion carried.

Special "Thank You" to John "OJ" Schrupp for his 14+ years of service to the City. Best of luck to you and your family with your future endeavors.

6. Public Hearing - none

7. Old Business

- 7.1 Ditch Clean-up Follow-up Report
Public Works Director, Brent Aretz, identified ditches that were cleaned and those that will need work in the fall.

8. New Business

- 8.1 Willkommen Park Restrooms Project
Parks & Rec Commission has decided this was a priority. Location was identified (same as previous restrooms). Commission is recommending moving forward with project this year. Need architectural design and engineer assistance. Permits are required through local and state.

Approximate cost \$60,000 plus. Contractor availability could also be an extra expense. Council is questioning if restrooms can be completed by Stiftungsfest.

Motion: Lagergren, second McPadden to authorize City staff to procure architectural drawings and engineer designs of drainage improvements and a project schedule by the next council meeting. Vote 5 – 0. Motion carried.

8.2 Schneider Excavating & Grading Invoice

City received an invoice from Schneider Excavating and Grading for \$2,000 due to his downtime and loss of wages because of changes to City water/sewer inspection procedures. City has updated the building permit forms to include a list of inspection requirements.

No motion was made so no action will take place. Invoice will not be paid.

8.3 Public Works Equipment Purchase Proposals

Line Painter proposals received. Current Line Painter has received yearly maintenance and it is now considered unrepairable according to company.

Motion: Lagergren, second Heher to approve the purchase of a Graco Line Painter from Diamond Vogel for \$5495. Vote 5 – 0. Motion carried.

Disk Mower proposals received. Current disk mower has been repaired a number of times and has gotten to the point that it is costing more to repair than to investing into a new mower.

Motion: Stolz, second McPadden to approve purchasing the 2016 Holland Disk Mower from Lano Equipment for \$4595. Vote 5 – 0. Motion carried.

8.4 Resolution 2016-10, Approving Issuance of G.O. Refunding Bonds, Series 2016A

Nick Anhut from Ehlers presented information on refinancing three of current bonds. By combining, refinancing and restructuring payments of these bonds, there would be an approximate savings of \$779,000.

Motion: Lagergren, second Heher to approve Resolution 2016-10, Approving Issuance of General Obligation Refund Bonds, Series 2016A. Vote 5 – 0. Motion carried.

8.5 City Clerk/Treasurer Promotion

Recommendation from Personnel Committee. Kelly Hayes, City Clerk/Treasurer, would be the supervisor over administrative staff as of June 1, 2016.

Motion: Lagergren, second Stolz to amend the City Clerk/Treasurer job description to include the responsibility of supervising the administrative staff and changing the position from a Pay Grade 11 to a Pay Grade 12. Vote 5 – 0. Motion Carried.

Motion: Lagergren, second Heher to move Kelly Hayes from a Pay Grade 11 Step 1 to a Pay Grade 12 Step 1 effective June 1, 2016.

8.6 Resolution 2016-11, Central School District Variance

Central School District is requesting to split parcel of lot at 515 Morse Street. Planning Commission held a Public Hearing on May 17, 2016. There was no comment either for or against the variance. Planning Commission approved.

Motion: Heher, second Lagergren to approve Resolution 2016-11 A Resolution Approving a Variance to Required Lot Width in the C-2 General Commercial District for 515 Morse Street. Vote 5 – 0. Motion carried.

9. Council Member Reports

McPadden – EDA Meeting. Recent ribbon cutting at Storms Welding. Stiftungsfest meeting - music has been decided.

Stolz – none

Heher – Planning Commission discussed solar energy, difference between light and heavy manufacturing.

Lagergren – Personnel Committee – action on all items discussed were taken at this meeting.

10. Mayor's Report

Start planning for Stiftungsfest parade.
Safety Committee is working on Emergency Action Plan.
Graduation for Central Schools is June 3, 2016.
Pool opens on June 6, 2016.

11. Adjournment

Motion: McPadden, second Lagergren to adjourn at 8:37pm. Vote 5 – 0. Motion carried.

UPCOMING EVENTS

June 8 Economic Development Commission – 6:30pm
June 9 Senior Advisory Committee – 9:00am
June 13 City Council – 6:30pm
June 21 Parks and Rec. Commission – 5:30pm; Planning Commission – 7:00pm
June 27 EDA and City Council – 6:30pm

Mayor

Respectfully Submitted,

Kelly Hayes
City Clerk - Treasurer

CITY OF NORWOOD YOUNG AMERICA

**VOUCHER LIST / CLAIMS ROSTER
and CHECK SEQUENCE**

To Be Approved: JUNE 13, 2016

Pre-Paid Claims **\$17,372.74**
(Check Sequence #503654-503667; 25676-25677)

Claims Pending Payment **\$192,530.54**
(Check Sequence #25678-25744)

Grand Total **\$209,903.28**

PAYROLL CHECK JUNE 2, 2016

CHECK #	EMPLOYEE	GROSS
503654	ARETZ, BRENT R	\$2,608.15
503655	HAYES, KELLY	\$1,909.60
503656	HOEN, ROBERT G.	\$640.40
503657	NIESEN, CHRISTOPHER D.	\$1,514.21
503658	SCHRUPP, GARY	\$801.99
503659	LENZ, DEBRA A	\$1,844.00
503660	MENZEL, ALICIA	\$1,511.21
503661	SCHRUPP, JOHN O	\$1,558.48
503662	STENDER, DANIEL H	\$1,844.00
503663	WINTER, RYAN P	\$2,637.64
503664	HELGET, STEVE	\$3,434.40
503665	KLOEMPKEN, JASON A	\$1,403.20
503666	HOOF, DALE H	\$301.76
	TOTAL GROSS	\$22,009.04
	TOTAL NET	\$14,872.71
503667	Kleinbank	\$14,872.71

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MAY 2016 to JUNE 2016

Name	Check Date	Check Amt
10100 CHECKING		
Paid Chk# 025676 CARGILL INCORPORATED	5/19/2016	\$1,782.28 DEICER SALT
Paid Chk# 025677 HEDTKE, CHERYL	5/23/2016	\$717.75 FLOWERS
Total Checks		<u>\$2,500.03</u>

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			Check Amt	Invoice	Comment
10100 CHECKING					
Paid Chk#	025678	6/13/2016	ACCESS LIFTS, INC.		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$932.00	M3178SA-18	SEMI-ANNUAL CONTRCT
	Total ACCESS LIFTS, INC.		\$932.00		
Paid Chk#	025679	6/13/2016	BEDFORD TECHNOLOGY, LLC		
E 101-45200-530	Improvements Other Than Bldgs		\$774.98	52219	C. ANDERSON BENCH
	Total BEDFORD TECHNOLOGY, LLC		\$774.98		
Paid Chk#	025680	6/13/2016	BRADLEY SECURITY		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$134.60		PAVILION DOORS
	Total BRADLEY SECURITY		\$134.60		
Paid Chk#	025681	6/13/2016	BRAUNWARTH PLUMBING & HEATING		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$120.00		LIONS SHELTER
	Total BRAUNWARTH PLUMBING & HEATING		\$120.00		
Paid Chk#	025682	6/13/2016	BRYAN ROCK PRODUCTS, INC.		
E 101-43100-224	Street Maint Materials		\$288.60		
	Total BRYAN ROCK PRODUCTS, INC.		\$288.60		
Paid Chk#	025683	6/13/2016	CARQUEST AUTO PARTS		
E 601-49400-221	Repair/Maintenance Equipment		\$26.20	5927-127530	ARTIC BAN
E 602-49450-221	Repair/Maintenance Equipment		\$26.20	5927-127530	ARTIC BAN
E 602-49450-221	Repair/Maintenance Equipment		\$52.78	5927-128392	TRANSMISSION, OIL FILTER, HYD FLD, MUFFLER SEALER
E 601-49400-221	Repair/Maintenance Equipment		\$8.59	5927-128396	OIL FILLER CAP
E 601-49400-221	Repair/Maintenance Equipment		\$52.08	5927-128429	TRANSMISSION
E 602-49450-221	Repair/Maintenance Equipment		\$18.38	5927-128435	FUEL FILTER
E 602-49450-221	Repair/Maintenance Equipment		\$90.75	5927-128440	MOBILE EXTRA HEAVY
E 601-49400-221	Repair/Maintenance Equipment		\$15.47	5927-128453	FUEL
E 602-49450-221	Repair/Maintenance Equipment		\$15.46	5927-128453	FUEL
E 601-49400-221	Repair/Maintenance Equipment		\$46.69	5927-128679	SAE 30 MOTOR OIL
E 101-43100-221	Repair/Maintenance Equipment		\$19.99	5927-128824	OIL 5W20
E 602-49450-221	Repair/Maintenance Equipment		\$20.75	5927-129058	TIRE FOAM, ARMORALL, BRUSH, CLOTH
	Total CARQUEST AUTO PARTS		\$393.34		
Paid Chk#	025684	6/13/2016	CARVER COUNTY		
E 101-42100-311	County Police Contract		\$89,021.50	SHERI002648	1ST HALF POLICE CONTRACT
	Total CARVER COUNTY		\$89,021.50		
Paid Chk#	025685	6/13/2016	CARVER COUNTY		
E 101-41500-305	Other Professional Fees		\$1,300.00	SHERI002638	BACKGROUND CHECK ON LIQUOR LICENSE
	Total CARVER COUNTY		\$1,300.00		
Paid Chk#	025686	6/13/2016	CARVER COUNTY		
E 101-43100-430	Miscellaneous (GENERAL)		\$58.25		SPECIAL WASTE COLLECTION
E 602-49450-430	Miscellaneous (GENERAL)		\$58.25		SPECIAL WASTE COLLECTION

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			Check Amt	Invoice	Comment
Total CARVER COUNTY			\$116.50		
Paid Chk#	025687	6/13/2016	CARVER COUNTY CDA		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$15,867.87		1ST HALF OF 2016
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$14,747.50		2015
Total CARVER COUNTY CDA			\$30,615.37		
Paid Chk#	025688	6/13/2016	CENTER POINT		
E 101-43100-383	Gas Utilities		\$294.83		
E 101-49860-383	Gas Utilities		\$23.72		
E 602-49450-383	Gas Utilities		\$605.42		
E 101-42200-383	Gas Utilities		\$36.38		
E 101-41940-383	Gas Utilities		\$154.31		
E 601-49400-383	Gas Utilities		\$72.59		
E 101-45200-383	Gas Utilities		\$195.69		
Total CENTER POINT			\$1,382.94		
Paid Chk#	025689	6/13/2016	CULLIGAN WATER CONDITIONING		
E 602-49450-217	Lab Fees		\$9.40	101X28965005	DEIONIZATION SERVICE
Total CULLIGAN WATER CONDITIONING			\$9.40		
Paid Chk#	025690	6/13/2016	DELTA DENTAL		
G 101-21714	Dental Insurance		\$1,077.15		DENTAL INSURANCE
Total DELTA DENTAL			\$1,077.15		
Paid Chk#	025691	6/13/2016	DIAMOND VOGEL PAINTS		
E 275-49300-543	Streets-Equipment		\$5,495.00	257286440	PAINTER
Total DIAMOND VOGEL PAINTS			\$5,495.00		
Paid Chk#	025692	6/13/2016	ECONO FOODS		
E 101-41400-200	Office Supplies (GENERAL)		\$30.32		TOWELS, NAPKINS, COFFEE
E 101-41300-331	Travel/Meeting Expense		\$9.78		COOKIES 212 MEETING
Total ECONO FOODS			\$40.10		
Paid Chk#	025693	6/13/2016	ELECTRIC PUMP		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$1,512.58	0057900-IN	LIFT STATION
Total ELECTRIC PUMP			\$1,512.58		
Paid Chk#	025694	6/13/2016	EMERGENCY RESPONSE SOLUTIONS		
E 101-42200-221	Repair/Maintenance Equipment		\$431.75	6449	RESIRATOR
otal EMERGENCY RESPONSE SOLUTIONS			\$431.75		
Paid Chk#	025695	6/13/2016	FASTENAL		
E 101-43100-210	Operating Supplies (GENERAL)		\$130.98	MNWAC46054	BEARKAT
Total FASTENAL			\$130.98		
Paid Chk#	025696	6/13/2016	FIRST SYSTEMS TECHNOLOGY INC		
E 602-49450-437	Maintenance Contract		\$630.00	16041	VERIFY PLANT EFFLUENT

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			Check Amt	Invoice	Comment
Total FIRST SYSTEMS TECHNOLOGY INC			\$630.00		
Paid Chk#	025697	6/13/2016 GONZALEZ, MARIA			
E	101-45200-432	Rental Refund	\$125.00		CLAY BLDG REIMBURSMENT
Total GONZALEZ, MARIA			\$125.00		
Paid Chk#	025698	6/13/2016 GOPHER STATE ONE-CALL, INC.			
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$16.67	6020611	LOCATES
E	601-49400-223	Repair/Maintenance Bldg/Ground	\$16.68	6020611	LOCATES
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$13.78	6030609	LOCATES
E	601-49400-223	Repair/Maintenance Bldg/Ground	\$13.77	6030609	LOCATES
Total GOPHER STATE ONE-CALL, INC.			\$60.90		
Paid Chk#	025699	6/13/2016 GRAINGER			
E	602-49450-221	Repair/Maintenance Equipment	\$210.28	9115979768	SOLENOID VALVE
E	601-49400-221	Repair/Maintenance Equipment	\$375.60	9119846625	1 1/4 IN REGULATOR
E	601-49400-221	Repair/Maintenance Equipment	\$59.05	9124979452	MO-CLAMP
Total GRAINGER			\$644.93		
Paid Chk#	025700	6/13/2016 HACH COMPANY			
E	601-49400-221	Repair/Maintenance Equipment	\$215.97	9932196	SENSOR CAP
Total HACH COMPANY			\$215.97		
Paid Chk#	025701	6/13/2016 HD SUPPLY WATERWORKS			
E	601-49400-223	Repair/Maintenance Bldg/Ground	\$29.51	F509052	HOLE SCREW
Total HD SUPPLY WATERWORKS			\$29.51		
Paid Chk#	025702	6/13/2016 HERMEL WHOLESALE			
E	101-49860-251	Concessions	\$195.13	582072	CANDY/ CHIPS
Total HERMEL WHOLESALE			\$195.13		
Paid Chk#	025703	6/13/2016 HILGERS PLUMBING & HEATING, IN			
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$100.00	10709	NYA OFFICE
Total HILGERS PLUMBING & HEATING, IN			\$100.00		
Paid Chk#	025704	6/13/2016 HOLIDAY FLEET			
E	101-43100-212	Motor Fuels	\$47.95		FUEL
Total HOLIDAY FLEET			\$47.95		
Paid Chk#	025705	6/13/2016 HOME SOLUTIONS			
E	601-49400-221	Repair/Maintenance Equipment	\$17.24		
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$8.54		
E	101-49860-221	Repair/Maintenance Equipment	\$56.03		
E	602-49450-221	Repair/Maintenance Equipment	\$17.25		
E	101-45200-221	Repair/Maintenance Equipment	\$623.04		
Total HOME SOLUTIONS			\$722.10		
Paid Chk#	025706	6/13/2016 HYDRO ENGINEERING INC			
E	101-43100-221	Repair/Maintenance Equipment	\$29.93	76076	FLAP VALVE

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			Check Amt	Invoice	Comment
Total HYDRO ENGINEERING INC			\$29.93		
Paid Chk# 025707	6/13/2016	INDUSTRIAL SEALING			
E 602-49450-221	Repair/Maintenance Equipment		\$122.71	40088	SYNFILM
E 601-49400-221	Repair/Maintenance Equipment		\$122.70	40088	SYNFILM
Total INDUSTRIAL SEALING			\$245.41		
Paid Chk# 025708	6/13/2016	KEITH WICKS & ASSOCIATES			
E 101-46500-305	Other Professional Fees		\$7,026.33	37610	
Total KEITH WICKS & ASSOCIATES			\$7,026.33		
Paid Chk# 025709	6/13/2016	KLEINBANK			
E 101-41400-430	Miscellaneous (GENERAL)		\$75.00		SAFE DEPOSIT BOX
Total KLEINBANK			\$75.00		
Paid Chk# 025710	6/13/2016	KLING, JOSH			
E 101-45200-220	Game Fund Disbursements		\$150.00		FERTILIZED GRASS & SPRAYED WEEDS
Total KLING, JOSH			\$150.00		
Paid Chk# 025711	6/13/2016	KNUJ			
E 101-41400-430	Miscellaneous (GENERAL)		\$93.00		CENTRAL SENIOR HONORS
Total KNUJ			\$93.00		
Paid Chk# 025712	6/13/2016	LANO EQUIPMENT			
E 101-43100-221	Repair/Maintenance Equipment		\$49.00	13011A	BOBCAT UTILITY VEHICLE
E 101-43100-221	Repair/Maintenance Equipment		\$77.80	13033A	NH TN70 REPAIRS
E 275-45200-527	Park-Play Ground/other equip		\$4,535.00	19184	DISC MOWER
E 101-43100-221	Repair/Maintenance Equipment		\$2.58	96951	CONNECTOR, OFFSET
E 101-43100-221	Repair/Maintenance Equipment		\$12.32	97656	EMBLEM MET
E 101-43100-221	Repair/Maintenance Equipment		\$3.37	97658	SPADE MTG
Total LANO EQUIPMENT			\$4,680.07		
Paid Chk# 025713	6/13/2016	LINDS HOMETOWN HARDWARE			
E 602-49450-221	Repair/Maintenance Equipment		\$11.69		
E 601-49400-221	Repair/Maintenance Equipment		\$11.68		
E 101-43100-221	Repair/Maintenance Equipment		\$4.57		
Total LINDS HOMETOWN HARDWARE			\$27.94		
Paid Chk# 025714	6/13/2016	LOFFLER COMPANIES, INC.			
E 101-41400-437	Maintenance Contract		\$296.31	18824566	COPIER RENT
Total LOFFLER COMPANIES, INC.			\$296.31		
Paid Chk# 025715	6/13/2016	MID-COUNTY CO-OP OIL ASSN			
E 101-43100-221	Repair/Maintenance Equipment		\$38.98		TRIMEC, SHOP LABOR
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$1,123.74		TRIMEC, SHOP LABOR
Total MID-COUNTY CO-OP OIL ASSN			\$1,162.72		
Paid Chk# 025716	6/13/2016	MINN DEPT OF HEALTH			
E 601-49400-406	LICENSES		\$175.00		WELL PERMIT 434104-1

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			Check Amt	Invoice	Comment
Total MINN DEPT OF HEALTH			\$175.00		
Paid Chk#	025717	6/13/2016	MINNESOTA VALLEY TESTING LAB		
E	602-49450-217	Lab Fees	\$36.20	809555	PHOSPHORUS
E	602-49450-217	Lab Fees	\$36.20	810591	PHOSPHORUS
E	602-49450-217	Lab Fees	\$36.20	811680	PHOSPHORUS
Total MINNESOTA VALLEY TESTING LAB			\$108.60		
Paid Chk#	025718	6/13/2016	MN DEPARTMENT OF HEALTH		
G	601-20281	MDH FEE	\$2,079.00		CONNECTION FEE
Total MN DEPARTMENT OF HEALTH			\$2,079.00		
Paid Chk#	025719	6/13/2016	MN VALLEY ELECTRIC COOPERATIVE		
E	602-49450-381	Electric Utilities	\$34.18		LIFT STATION
E	101-43100-380	Street Lighting	\$101.70		STREET LIGHTS
E	601-49400-381	Electric Utilities	\$484.92		640 TACOMA BLVD
Total MN VALLEY ELECTRIC COOPERATIVE			\$620.80		
Paid Chk#	025720	6/13/2016	MUNICIPAL DEVELOPMENT GROUP		
E	101-46500-305	Other Professional Fees	\$1,176.28	NYA052316	EDC SERVICE
Total MUNICIPAL DEVELOPMENT GROUP			\$1,176.28		
Paid Chk#	025721	6/13/2016	NORTH AMERICAN SAFETY INC		
E	101-43100-211	Personal Protection Equipment	\$233.05	19371	LIME BREEZE SHIRTS
Total NORTH AMERICAN SAFETY INC			\$233.05		
Paid Chk#	025722	6/13/2016	NORTHERN SAFETY TECHNOLOGY INC		
E	101-42200-221	Repair/Maintenance Equipment	\$559.67	41241	LED FLASHER
E	101-42200-221	Repair/Maintenance Equipment	\$571.40	41245	BRAKE LIGHT REPLACEMENT
Total NORTHERN SAFETY TECHNOLOGY INC			\$1,131.07		
Paid Chk#	025723	6/13/2016	NYA CIP		
E	101-45200-220	Game Fund Disbursements	\$600.00		
Total NYA CIP			\$600.00		
Paid Chk#	025724	6/13/2016	NYA TIMES		
E	101-41400-350	Print/Publishing/Postage	\$65.00	347691	WATERING RESTRICTIONS
E	101-41400-350	Print/Publishing/Postage	\$39.00	347692	GRASS CLIPPINGS
E	101-41320-350	Print/Publishing/Postage	\$34.02	355754	JAGUAR ORD
E	101-41400-350	Print/Publishing/Postage	\$65.00	356350	WATERING RESTRICTIONS
E	101-41400-350	Print/Publishing/Postage	\$39.00	356351	GRASS CLIPPINGS
Total NYA TIMES			\$242.02		
Paid Chk#	025725	6/13/2016	OVIVO USA, LLC.		
E	602-49450-221	Repair/Maintenance Equipment	\$225.40	8468658	WIPER BOTTOM & SIDE
Total OVIVO USA, LLC.			\$225.40		
Paid Chk#	025726	6/13/2016	PAAPE DISTRIBUTING CO		
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$453.65	049627	GAS BOILER LOCK OUT

CITY OF NORWOOD YOUNG AMERICA

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JUNE 2016

			Check Amt	Invoice	Comment
Total PAAPE DISTRIBUTING CO			\$453.65		
Paid Chk#	025727	6/13/2016	QUILL CORPORATION		
E 101-49860-210	Operating Supplies (GENERAL)		\$11.58	5881651	REGISTER TAPE
E 101-41400-200	Office Supplies (GENERAL)		\$37.75	5881651	DURATECH COVER, POST-IT FLAGS
E 101-41400-200	Office Supplies (GENERAL)		\$49.98	5955574	TP
Total QUILL CORPORATION			\$99.31		
Paid Chk#	025728	6/13/2016	RUPP, ANDERSON, SQUIRES, PA		
E 101-41500-304	Legal Fees		\$124.00		JAGUAR
E 101-41500-304	Legal Fees		\$206.36		MISC ENGINEERING
E 101-41320-304	Legal Fees		\$449.50		COMM DEV
E 101-41500-304	Legal Fees		\$93.00		MEDIACOM
E 101-41500-304	Legal Fees		\$300.00		COUNCIL
E 101-41500-304	Legal Fees		\$1,426.00		CABLE FRANCHISE
Total RUPP, ANDERSON, SQUIRES, PA			\$2,598.86		
Paid Chk#	025729	6/13/2016	SCHNEEWIND, BRIAN		
E 101-43100-211	Personal Protection Equipment		\$50.00		BOOT REIMBURSMENT
Total SCHNEEWIND, BRIAN			\$50.00		
Paid Chk#	025730	6/13/2016	SCHNEIDER EXCAVATING & GRADING		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$250.00	SE1094	BLADE CITY ROADS
Total SCHNEIDER EXCAVATING & GRADING			\$250.00		
Paid Chk#	025731	6/13/2016	SMITH OIL CO		
E 601-49400-212	Motor Fuels		\$107.00		
E 602-49450-212	Motor Fuels		\$107.00		
E 101-45200-212	Motor Fuels		\$59.24		
E 101-43100-212	Motor Fuels		\$138.23		
E 101-42200-212	Motor Fuels		\$72.92		FIRE DEPT
Total SMITH OIL CO			\$484.39		
Paid Chk#	025732	6/13/2016	STRACK CONSULTING LLC		
E 101-41320-305	Other Professional Fees		\$1,320.00	1020	PLANNING CONSULTANT
Total STRACK CONSULTING LLC			\$1,320.00		
Paid Chk#	025733	6/13/2016	UFC		
E 101-49860-221	Repair/Maintenance Equipment		\$72.24	1045970	PRESSURE WASHER
Total UFC			\$72.24		
Paid Chk#	025734	6/13/2016	US BANK		
E 101-41000-491	Contribution for Oak Grove		\$24,250.00		CDA
Total US BANK			\$24,250.00		
Paid Chk#	025735	6/13/2016	US POSTAL SERVICE		
E 101-41400-430	Miscellaneous (GENERAL)		\$86.00		BOX RENT
Total US POSTAL SERVICE			\$86.00		

CITY OF NORWOOD YOUNG AMERICA

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JUNE 2016

			Check Amt	Invoice	Comment
Paid Chk#	025736	6/13/2016			US POSTAL SERVICE
E	101-41400-350	Print/Publishing/Postage	\$470.00		STAMPS
		Total US POSTAL SERVICE	\$470.00		
Paid Chk#	025737	6/13/2016			US POSTAL SERVICE
E	603-49500-350	Print/Publishing/Postage	\$131.03		JUNE WATER BILLS
E	602-49450-350	Print/Publishing/Postage	\$131.03		JUNE WATER BILLS
E	601-49400-350	Print/Publishing/Postage	\$131.03		JUNE WATER BILLS
		Total US POSTAL SERVICE	\$393.09		
Paid Chk#	025738	6/13/2016			UTILITY CONSULTANTS
E	602-49450-217	Lab Fees	\$733.45	92005	CBOD, TSS TESTING
		Total UTILITY CONSULTANTS	\$733.45		
Paid Chk#	025739	6/13/2016			VERIZON WIRELESS
E	101-43100-321	Telephone	\$149.18		
E	101-42200-321	Telephone	\$140.04		FIRE DEPT
E	601-49400-321	Telephone	\$178.77		
E	101-45200-321	Telephone	\$63.94		
E	602-49450-321	Telephone	\$178.76		
		Total VERIZON WIRELESS	\$710.69		
Paid Chk#	025740	6/13/2016			WASTE MANAGEMENT
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$252.72		GARBAGE REMOVAL
		Total WASTE MANAGEMENT	\$252.72		
Paid Chk#	025741	6/13/2016			WM MUELLER & SONS INC
E	601-49400-223	Repair/Maintenance Bldg/Ground	\$1,620.00	16-140	MILL, SHAPE, & PATCH
		Total WM MUELLER & SONS INC	\$1,620.00		
Paid Chk#	025742	6/13/2016			WOLTER, CURTIS
E	101-45200-220	Game Fund Disbursements	\$750.00		HAMBURG PETAL PULL
		Total WOLTER, CURTIS	\$750.00		
Paid Chk#	025743	6/13/2016			XCEL ENERGY
E	101-45200-381	Electric Utilities	\$19.93		VETERANS PARK
		Total XCEL ENERGY	\$19.93		
Paid Chk#	025744	6/13/2016			XCELIGENT
E	101-46500-305	Other Professional Fees	\$990.00	240182	
		Total XCELIGENT	\$990.00		
		10100 CHECKING	\$192,530.54		

CITY OF NORWOOD YOUNG AMERICA

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JUNE 2016

Check Amt Invoice Comment

Fund Summary

10100 CHECKING

101 GENERAL FUND	\$171,105.55		
275 CAPITAL	\$10,030.00		
601 WATER FUND	\$5,859.54		
602 SEWER FUND	\$5,404.42		
603 STORM WATER UTILITY	\$131.03		
	<hr/>		
	\$192,530.54		



City of Norwood Young America
310 West Elm Street, PO Box 59
Norwood Young America, MN 55368
www.cityofnya.com
952/467-1800

TO: Honorable Mayor Diedrick and City Council Members

FROM: Kelly Hayes, City Clerk

DATE: June 13, 2016

SUBJECT: Public Works Operator II – Promotion of Jason Kloempken

With the resignation of John "OJ" Schrupp, the Public Works Operator II position was available. The position was posted internally and one application was received from Jason Kloempken. Jason has been employed with the City as a Public Works Operator I since September 2013.

The Personnel Committee recommends promoting Jason Kloempken as the Public Works Operator II.

Recommendation: Motion to approve the promotion of Jason Kloempken as Public Works Operator II at Pay Grade 6, Step 2 with an hourly rate of pay \$17.98 effective June 6, 2016.



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310 West Elm Street, PO Box 59
Norwood Young America, MN 55368
www.cityofnya.com
952/467-1800

TO: Honorable Mayor Diedrick and City Council Members
FROM: Kelly Hayes, City Clerk/Treasurer
DATE: June 13, 2016
SUBJECT: Streets Closing Request – Martingale Drive

Residents Becky and Jason Pauly, address 828 Martingale Drive, have requested approval to close the street in front of their house for a birthday party on Saturday, June 25, 2016 from noon to midnight. They are requesting to close the street from the corner of Emma Street and Martingale Drive to the east side of 826 Martingale Drive. Becky and Jason have spoken to and received approval from their neighbors.

RECOMMENDATION:

Motion to approve closing the street from the corner of Emma Street and Martingale Drive to the east side of 826 Martingale Drive on Saturday, June 25 from noon until midnight.



City of Norwood Young America
310 West Elm Street, PO Box 59
Norwood Young America, MN 55368
www.cityofnya.com
952/467-1800

TO: Honorable Mayor Diedrick and Members of the City Council
FROM: Kelly Hayes, City Clerk/Treasurer
CC: Steve Helget, City Administrator
DATE: June 13, 2016
RE: Liquor License Application – Lazy Loon Lanes, LLC

A liquor licenses application has been received from Lazy Loon Lanes, LLC. Jonathan Lueck will be purchasing Lano Lanes effective July 1, 2016.

License holders must provide documentation including a signed application and certificates of insurance as part of the application. The City Council is asked to approve the license application and the Carver County Sheriff reviews the application for any violations. When these steps are completed and the fees paid, the information is forwarded to the State of Minnesota Liquor Control Board for approval. Lastly, the City issues the license.

The application has been sent to Carver County Sheriff's office for review. Staff recommends council approval for the Lazy Loon Lanes, LLC liquor license contingent on the approval from the Carver County Sheriff's Department.

RECOMMENDATION:

A motion approving the liquor license application for Lazy Loon Lanes, LLC, contingent on receipt of all required documentation and Carver County Sheriff's Department approval.



Building a Better World
for All of Us®

MEMORANDUM

TO: Steve Helget, City Administrator

FROM: Justin Black, PE

DATE: June 9, 2016

RE: Willkommen Park Drainage Improvements
SEH No. NORWO 137514 14.00

STORM SEWER IMPROVEMENTS

The Willkommen Park area around the proposed restroom is currently drained by a 4 inch diameter corrugated pipe drain tile. Based on review of the site and conversations with City Staff, this low area currently does not drain well.

This storm sewer system connects to an existing catch basin in the southeast corner of the Main Street and Central Avenue intersection. This catch basin structure is relatively shallow (approximately 3.3 feet deep) and has a 12 inch diameter outlet pipe. This outlet pipe runs north along Central Avenue, eventually outletting into the lake on the north edge of the city.

As part of our drainage plan we completed a topographical survey of the general area. We determined the area draining to the low points near the proposed restroom to be approximately 1.5 acres. There are two controlling factors that were considered when considering the proposed drain tile system: depth, and size of the existing outlet pipe at the intersection of Main Street and Central Avenue. The system was designed to accommodate a 2 year rain event (approximately 2.6 inches in 24 hours). This resulted in a 10 inch diameter pipe size. Designing for a larger rain event (5 year) would have resulted in a larger pipe size that would not only have been restricted at the outlet of the system, it would have also reduced the amount of cover on the pipe. The existing system is shallow in nature, ranging from 2 to 3 feet in depth. There was also some discussion that during intense rain fall events when the intersection of Central Avenue and Main Street become flooded, water would likely back up in the piping system serving the park area.

The proposed 10 inch tile line will have one branch on the north end of the restroom which will be 6 inches in diameter. As an alternate bid item we also identified a second 6 inch diameter branch that would extend east to the dugout area of the baseball field. See attached drawing.

The proposed drain tile system will provide a significant increase in drainage capacity for this area as shown below:

- Existing 4 inch pipe capacity 0.10 cfs
- Proposed 10 inch pipe capacity 1.8 cfs

It should be noted that during larger more intense rain events there will still be some low level ponding of water in this area. However, the depth and duration of the standing water will be greatly reduced.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1390 Highway 15 South, Suite 200, P.O. Box 308, Hutchinson, MN 55350-0308

SEH is 100% employee-owned | sehinc.com | 320.587.7341 | 800.838.8666 | 888.908.8166 fax

GRADING AND SIDEWALK IMPROVEMENTS FOR PROPOSED RESTROOM

The proposed restroom will be in approximately the same location as the old restroom building; however, the floor elevation will be approximately 18 inches higher. The proposed floor elevation will be approximately the same as the adjacent sidewalk along the street. Fill will be required around the building area. As a part of the storm sewer improvements, three drains will be constructed around the building area to provide drainage.

A 6 foot wide concrete walk will extend east from the building connecting to the existing bituminous pavement. The configuration of the proposed sidewalk will meet ADA accessibility requirements.

We have prepared an order of magnitude cost estimate for both the storm sewer and site grading improvements, along with an alternate for extending drain tile to the dugout area. Those estimates are attached. We reviewed these estimates with a local contractor; however, you may expect some cost savings from a competitive bid process. You could also save some cost by completing some work items with City Staff (e.g. turf restoration).

jb

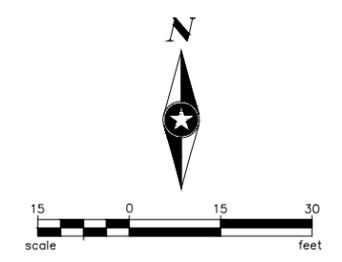
Enclosures

c: John Rodeberg, SEH

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COST ESTIMATE
WILLKOMMEN PARK DRAINAGE IMPROVEMENTS
NORWOOD YOUNG AMERICA, MINNESOTA
SEH NO. NORWO 137514
JUNE 9, 2016

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Drainage Improvements</u>					
1	10" PVC SDR 35 Pipe Sewer	L.F.	225.0	\$15.00	\$3,375.00
2	6" PVC SDR 35 Pipe Sewer	L.F.	70.0	\$12.00	\$840.00
3	PVC Inlets	Each	4.0	\$300.00	\$1,200.00
4	10" PVC Bends	Each	4.0	\$50.00	\$200.00
5	10" PVC Wye	Each	1.0	\$150.00	\$150.00
6	Core Drill Manhole (Storm)	Each	1.0	\$500.00	\$500.00
7	Remove Concrete Walk	S.Y.	5.0	\$20.00	\$100.00
8	4" Concrete Walk w/4" Aggregate Base	S.F.	400.0	\$5.00	\$2,000.00
9	Turf Restoration (Hydroseed)	S.Y.	400.0	\$2.00	\$800.00
10	Saw Bituminous Pavement	L.F.	20.0	\$5.00	\$100.00
11	Bituminous Removal	S.Y.	7.0	\$10.00	\$70.00
12	Bituminous Patching	S.Y.	7.0	\$75.00	\$525.00
13	Select Topsoil Borrow (LV)	C.Y.	35.0	\$45.00	\$1,575.00
Drainage Improvements Subtotal					\$11,435.00
<u>Alternate - Drail Tile Extension to Dugout</u>					
14	6" PVC SDR 35 Pipe Sewer	L.F.	230.0	\$12.00	\$2,760.00
15	PVC Inlet	Each	1.0	\$300.00	\$300.00
16	Turf Restoration (Hydroseed)	S.Y.	260.0	\$2.00	\$520.00
Alternate Subtotal					\$3,580.00
TOTAL ESTIMATED CONSTRUCTION COST					\$15,015.00



MAIN ST W

SAN MH
TC 1029.47

STM MH
TC 1029.38
IN 1024.27 E

15" RCP STM

BIT SURFACE

STM MH
TC 1029.24
IN 1024.83 W

REMOVE AND REPLACE
WITH 4" CONC WALK

CONC SWLK

CB
TC 1028.52
IN 1024.82 N

CB
TC 1028.82
IN 1025.49 N
IN 1025.50 E

18'-10" PVC @ 0.40%

BIT SURFACE

CONC SWLK

LANDSCAPE EDGE
6" TIMBER

SLIDE

100'-10" PVC @ 0.40%

CENTRAL AVES

BUILDING

GRASS

BRICK SURFACE

SAN MH
TC 1030.68

70'-6" PVC @ 0.40%

CB F
TC 1028.50
IN 1026.24

LANDSCAPE EDGE
6" TIMBER

6.00' CONCRETE WALK

CB E
TC 1028.90
IN 1025.97

50'-10" PVC @ 0.40%

EXISTING SANITARY SERVICE
EXISTING WATER SERVICE
EXISTING CURB STOP

PROPOSED RESTROOMS
FF 1030.00

1029.10

1029.91
1029.91

EXISTING CONTOUR

PROPOSED CONTOUR

CB D
TC 1028.50
IN 1026.17

35'-10" PVC @ 0.40%

LIGHT TOWER

ALTERNATE BID ITEM
230'-6" PVC @ 0.70%

REMOVE AND REPLACE BIT

CB C
TC 1028.48
IN 1026.33

10"X10" WYE
20'-10" PVC @ 0.40%

GRVL SURFACE

GRVL SURFACE

1ST AVE SE

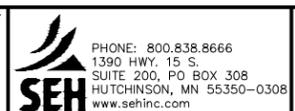
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DRAWN BY: SJP
DESIGNER: JLB
CHECKED BY: JLB

DESIGN TEAM	NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JUSTIN BLACK, PE
Date: 6/10/16 Lic. No. 43373



NORWOOD
YOUNG AMERICA,
MINNESOTA

RESTROOM GRADING PLAN AND
STORM SEWER IMPROVEMENTS
WILLKOMMEN PARK

FILE NO.
NORWO 137514

1
1



City of Norwood Young America
310 West Elm Street, PO Box 59
Norwood Young America, MN 55368
www.cityofnya.com
952/467-1800

TO: Honorable Mayor Diedrick and City Council Members

FROM: Kelly Hayes, City Clerk/Treasurer

DATE: June 13, 2016

SUBJECT: Credit Card Use Policy and Acknowledgement

Currently the City of Norwood Young America does not have a policy regarding the usage of City issued credit and fuel cards. The League of MN Cities sent me examples of policies used in other MN cities. From those examples, I have created a policy that I believe will work for our City to ensure that all employees follow the same guidelines and that will also ensure that the proper documentation is received in a reasonable amount of time.

RECOMMENDATION:
Motion to approve the Credit Card Use Policy and Acknowledgement.

CITY OF NORWOOD YOUNG AMERICA
CREDIT CARD USE POLICY and ACKNOWLEDGEMENT

POLICY

As per MN Statute 471.382, the Norwood Young America City Council may authorize the use of a credit card by an employee otherwise authorized to make a purchase on behalf of the City. If the City employee makes a purchase by credit card that is not approved by the City Council, the employee is personally liable for the amount of the purchase. All purchases by credit card must otherwise comply with all statutes, rules and policies applicable to City purchases. The City Council shall approve the establishment of all credit card accounts. The City credit card should be used as a "last resort" form of payment.

MN Stat 412.271 subd 2
MN Stat 471.38 subd 1

Bills from credit card companies do not contain the detail necessary to satisfy the requirement that claims presented to the City for payment must be in writing and itemized. Therefore, invoices and receipts for all items charged must be retained. A list of all credit card charges will be included with monthly expenditures for council review and approval.

MN Stat Ch 475

Credit card use must also comply with laws concerning borrowing. Credit cards will not be used for carrying debt. The entire card balance shall be paid in full each month.

Employees authorized to use the City of Norwood Young America's credit card include the following positions: City Administrator, City Clerk/Treasurer, Public Works Director, Public Utilities Director and Fire Chief. Individual purchases over \$1,000.00 will require prior Council approval.

Employees authorized to use the City of Norwood Young America's fuel credit card(s) include: Public Works Department, Public Utilities Department, and Fire Department Personnel. Purchases shall be for vehicle fuel, oil and other items related to the operation of the vehicle or that department.

ACKNOWLEDGEMENT

I, (print name), will adhere to this Credit Card Policy. I realize that failure to do so could result in discipline action up to and including termination.

- Credit/Fuel cards may only be used for appropriate City business.
- Credit/Fuel cards shall not be used to obtain a cash advance.
- Credit/Fuel cards must be protected from theft or unauthorized use.
- Credit/Fuel cards will be issued by the City Clerk only to authorized personnel as listed above.
- The City Clerk must be notified immediately if the card is lost, stolen or if you suspect unauthorized use.
- Credit/Fuel cards must be returned to the City Clerk immediately upon request or upon leaving employment with the City.
- Department Heads must be sure there are budgeted funds available to pay for all card purchases.
- Receipts or invoices for each credit/fuel card use must be coded, initialed and submitted to the City Clerk within five business days of purchase.
- The City will not be responsible for interest charges accrued due to delayed submission of receipts and payment requests.
- I have read the above statements and agree to abide by same.

Employee Signature

Date

Card Name and Number



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: June 13, 2016
SUBJECT: Minnesota Historical & Cultural Heritage Grant and Consultant Agreement

Earlier this year the Parks and Recreation Commission recommended and the City Council consented to applying to the Minnesota Historical Society to have the Pavilion located in Willkommen Memorial Park listed on the National Historical Register. The first step in the process is to complete the Historic Places evaluation. The process entails determining the historical significance and integrity of the building and obtaining state approval to move ahead to the Nomination process. The City is required to hire a consultant to perform the evaluation and the Minnesota Historical Society does provide grant assistance for the consultant. The City has been awarded a \$6,300 grant which will cover 100% of the consultant's services.

As required by the Minnesota Historical Society, three consultants were solicited from to complete the Historic Places evaluation. Proposed is to enter a consultant agreement with Deco Cultural Services at a cost not to exceed \$6,300.

Attached are the proposed Minnesota Historical and Cultural Heritage Grant Agreement and the consultant agreement with Deco Cultural Services.

Suggested Motion:

Motion to approve the Minnesota Historical and Cultural Heritage Grant Agreement.

Motion to approve the Deco Cultural Services Consultant Agreement.

MINNESOTA HISTORICAL SOCIETY

GRANTS OFFICE
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

City of Norwood Young America (hereafter called the Grantee) hereby signifies its acceptance of a state grant in the amount of \$6300 from the Arts and Cultural Heritage Fund through the Minnesota Historical Society (hereafter called the Society), in accordance with the guidelines for the Society's Historical and Cultural Heritage Grants Program. The grant is limited to the following project: **Norwood Young America Pavilion National Register Evaluation** (MHS Grant Number: **1603-19369**) as described in the Grantee's grant application.

All grant activities must occur between the project start date and completion date. The start date will commence with written authorization of the Society's Grants Office. This grant will conclude **6/1/2017**. This Project Completion Date is the date by which all project work must be completed.

The Grantee agrees to administer the grant in compliance with the following provisions:

1. ASSURANCES

- a. The Grantee agrees that this project will be administered and conducted in accordance with Minn. Stat. 16B.98 for Grants Management.
- b. The Grantee must follow Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- c. The Grantee agrees that this project will be administered and conducted in accordance with the Secretary of the Interior's Standards for Archeology and Historic Preservation (as published in the Federal Register of September 29, 1983), the Guidelines for History/Architecture Projects in Minnesota (October 2010), and the SHPO Manual for Archaeological Projects in Minnesota (July 2005).
- d. The Grantee agrees that work will be carried out by project personnel who meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).
- e. Pursuant to 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, the Grantee must give consideration to Conservation Corps Minnesota and Northern Bedrock Conservation Corps, or an organization carrying out similar work.

2. FINAL REPORTS AND PROJECT PRODUCTS

- a. The final report and project products are due within 30 days after the project completion date.
- b. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
- c. The Final Product(s) to be uploaded with the final report are: **Electronic copy of consultant's evaluation.**

3. COST PRINCIPLES AND LIMITATIONS

- a. Only the items set forth in the Approved Project Budget (see Attachment A) may be charged against the grant project.
- b. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon written request by the Grantee and written approval by the Society.
- c. Changes in the Approved Project Budget may not exceed twenty (20) percent of the Approved Project Budget. Changes that occur after the project begins which exceed twenty (20) percent will not be allowed except upon written request by the Grantee and written approval by the Society.
- d. Changes in the Project Completion Date will not be allowed except upon written request by the Grantee and written approval by the Society.
- e. All work will conform to the Secretary of the Interior's Standards as outlined in the approved Scope of Work Form. Any change to the Scope of Work Form after it is approved must be requested in writing and approved by the Grants Office.
- f. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

4. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- a. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- b. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- c. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.

- d. Support documentation of the procurement process utilized to contract services and/or materials must be maintained by the grantee and are subject to examination by Minnesota Historical Society, its designated representatives, or any applicable agency of the State of Minnesota for a minimum of six (6) years from approval date of the Final Report.

5. MAINTAINING GRANT RECORDS FOR AUDIT

- a. The Grantee must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The Grantee must maintain records and accounts (including documentation of the procurement process) for this project on file for a minimum of six (6) years after approval of the Final Report.
- b. The Grantee agrees to maintain records to document any matching funds claimed as part of the project. The Grantee further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- c. The Grantee agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the Society, its designated representatives, or any applicable agency of the State of Minnesota.

6. ACKNOWLEDGEMENT OF SUPPORT

- a. For restoration/preservation grant projects, the Grantee agrees to post a sign during project work stating: *This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society.*
- b. All publicity releases, informational brochures, and public reports relating to an approved grant project shall contain an acknowledgment as follows: *This publication was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions or recommendations expressed in this publication are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society, or the Minnesota Historic Resources Advisory Committee.*

7. HOLD HARMLESS

- a. The Grantee agrees to hold the Society harmless from any loss, damage, or expense—including reasonable attorneys' fees and other costs of defense—arising as the result of any claim, action, complaint, or discrimination proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project; or,
- b. Each party will be responsible for its own acts and behavior and the results thereof. The State's liability is governed by the Minnesota Tort Claims Act, Minn.Stat.Sec.3.736 and other applicable law.

8. MODIFICATION

No person or body other than the Society is authorized to modify any of the terms of this agreement, including the scope of performance and cost limitations herein established. The Society shall not be liable for any costs incurred by the Grantee, which are not in conformance with the terms of this agreement.

9. NONDISCRIMINATION

- a. The Grantee agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.
- b. The Grantee agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

10. DISALLOWANCES

Any cost paid for with grant funds which is subsequently found to be disallowable under audit shall be refunded to the Society by the Grantee.

11. CANCELLATION

The Society may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the Grantee has materially breached any term or condition of this agreement. Grantees will be given a 30-day notice. In lieu of cancellation, Grantees may be given proposed remedies to ensure successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the Society may withhold proceeds of the Grant; demand that the Grantee return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the Grantee hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the Society, and that, per 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

12. SPECIAL CONDITIONS

The Society may require special conditions to ensure that the project meets applicable standards. Conditions must be worked sequentially as listed below.

- a. Grantee must submit documentation of the procurement (hiring) process for grant-funded personnel to the Grants Office. Please refer to Grants Manual Appendix I for guidelines:
http://www.mnhs.org/legacy/grants/docs_pdfs/MHCHG_Manual_FY2016-2017.pdf.
- b. Prior to submission of the grant final report, Grantee must submit a draft of the National Register evaluation to the Grants Office for review, comment, and possible edit. Thirty days are required for review. (Include timing for this review in project schedule; reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

Certification:

We have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

Signatures:

Project Director

Date

Authorized Officer

Date

MINNESOTA HISTORICAL SOCIETY
 Historic Preservation Department
 Minnesota Historical & Cultural Heritage Grants

Approved Project Budget

Grantee: City of Norwood Young America
 MHS Grant #: 1603-19369
 Project: Norwood Young America Pavilion National Register Evaluation

Budget Item(s):

Budget Item	Grant Amt Requested	Grant Amt Recommended	Match: Cash	Match: In-Kind	Total Match
Consulting Fees	\$6,300	\$6,300	\$0		\$0
Total:	\$6,300	\$6,300	\$0	\$0	\$0

**CONSULTANT AGREEMENT
BETWEEN
CITY OF NORWOOD YOUNG AMERICA
AND
DECO CULTURAL SERVICES LLC**

This Agreement, made as of the DATE day of MONTH, 2016 by and between the City of Norwood Young America, hereinafter called the "Client," and Deco Cultural Services LLC, hereinafter called the "Consultant."

Whereas, the Client intends to submit a National Register of Historic Places evaluation of the Pavilion to the Minnesota State Historic Preservation Office, and

Whereas, the Client desires to enter into an agreement with the Consultant for the rendering of professional services necessary to prepare and submit this evaluation to the Client in a manner consistent with all applicable regulations and field best practices,

Now, therefore, in addition to the services outlined below, with the attached Consultant Scope of Services made part of this Agreement, the Client and the Consultant, in consideration of the premises and agreements herein contained, agree as follows:

A. Scope of Services

1. The Consultant shall:

- a. Perform an evaluation of the Pavilion to determine whether it meets eligibility criteria for listing in the National Register of Historic Places, as described in the attached scope of work dated March 29, 2016.
- b. Prepare a report of the evaluation to be submitted to the Client and subsequently the Minnesota State Historic Preservation Office, as described in the attached scope of work dated March 29, 2016.
- c. Complete the evaluation and report no later than October 7, 2016.

B. Standard of Care

1. Consultant shall use reasonable care in providing all services called for by this contract. Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and local laws including, without limitation, all city codes, ordinances, resolutions, standards and policies including all applicable human rights laws in effect at the time project documents are completed. Consultant shall notify the Client if, for any reason, the Client's requirements for the project cannot be met prior

to the Client incurring any expense or liability for work that will not achieve the requirements of the Client.

2. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work.
3. The Consultant represents that it has the requisite training, skill, and experience necessary to provide the services and is appropriately accredited and licensed by all applicable agencies and governmental entities to provide the services.

C. Client Responsibilities:

1. The Client shall:
 - a. Designate a project lead that will be the primary point-of-contact for communications between the Client and the Consultant.
 - b. Provide access to relevant properties, specifically the Pavilion located at 21 Main Street East, Norwood Young America, MN, as needed.
 - c. Provide review and feedback on all documents produced by the Consultant in a timely manner.

D. Fees for Professional Services

1. For the Consultant's basic services as described in paragraph A and attached scope of work made part of this Agreement, the fee for this work will be hourly not-to-exceed the amount of \$6,300.00, which includes all reimbursable expenses as described below:
 - a. Mileage (at the approved IRS rate), parking, reproduction, postage, or other actual, out-of-pocket expenses as may be necessary to the project and approved by the Client without markup. Copies of these expenses shall be included in Consultant's invoices.
 - b. Reimbursable expenses shall remain in effect for a period of two calendar years from the execution of this Agreement.
2. Payments to the Consultant will be made in proportion to services performed and will be paid within 30 days of receipt of invoice.

E. Term, Termination, Successors and Assigns

1. Term of this Agreement shall be concurrent with the work authorized.
2. Termination of Agreement:

- a. If at any time it appears to the Consultant that the completion of this project will exceed the established contract budget, the Consultant shall immediately notify the Client of that fact and shall not perform further services until notified to do so by the Client.
- b. This Agreement may be terminated by either party if the other violates or is in default on a material portion thereof and following 15 days written notice fails to correct the violation or default.
- c. Notwithstanding the foregoing, the Client may at any time terminate the Agreement. If the project is terminated, the Consultant shall be compensated for time and materials already provided and in accordance with the limits provided in paragraph D above. In that event, after receipt of notice from the Client, the Consultant will render no further services for the development of the project.

3. Independent Consultant/Conflict of Interest

It is the intention and understanding of the Parties that the Consultant shall be an independent consultant and that the Client shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the Client, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties. Such performance of other professional services shall not conflict with or interfere with Consultant's ability to perform the Services defined by this Agreement.

4. Consultant Responsible for Taxes

The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

F. Consultant Records, Documents and Insurance

1. The Consultant shall maintain time records, calculations, and research notes in legible form. The Consultant will promptly make such documents available to the Client upon request.
2. The Client shall have full rights to reproduce in whole or in part any and all works generated by the consultant for this project initiative while under a pay status governed by this agreement.
3. Insurance
 - a. The Consultant shall carry, as a minimum, the following insurance:

i. Automobile Liability Insurance

G. Indemnification

1. Consultant Indemnification

In the performance of this contract by the Consultant, the Consultant must indemnify, save and hold the Client, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by the Client, to the extent caused by the Consultant's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of the Client's sole negligence. This clause will not be construed to bar any legal remedies the Consultant may have for the Client's failure to fulfill its obligation pursuant to this contract.

2. Client Indemnification

The Client agrees to indemnify and hold the Consultant, its officers, director, shareholders, partners, and employees harmless from any and all claims, demands, losses, actions and liabilities (including costs and reasonable attorney fees) to or by any and all persons or entities arising from, resulting from or connected with this Agreement to the extent caused by the negligent or otherwise wrongful acts, errors, or omissions of the Client.

H. Claims

1. The Client and the Consultant shall commence any legal action against the other seeking damages within four (4) years from the date the damages become known or, in the case of claims for contribution or indemnification, within four (4) years of the entry of judgment or payment of settlement giving rise to the claim. The Client and Consultant hereby agree to waive all other statutes of limitation and repose.

I. Extent of Agreement and Applicable Law

1. This Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to the project. This Agreement may be amended only by written instrument signed by both the Client and the Consultant.
2. Unless otherwise specified, this Agreement shall be governed by law of the State of Minnesota.

J. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

1. By signing the agreement below, the Consultant certifies to the best of its knowledge

and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph J.l.b. of this certification; and
- d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

K. Severability

In the event any portion of this contract is deemed unenforceable, the balance of the contract shall be saved and shall be fully enforceable.

In witnesseth whereof, the parties have made and executed this Agreement the day and year first written above.

CITY OF NORWOOD YOUNG AMERICA

DECO CULTURAL SERVICES LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Cultural Services LLC

207 4th Avenue North
South St. Paul, MN 55075
651-276-9446
www.decocultural.com

March 29, 2016

Mr. Steve Helget
City of Norwood Young America
310 Elm Street West
Norwood Young America, MN 55368

Re: National Register of Historic Places Evaluation for the Pavilion, Norwood Young America, MN

Dear Steve:

Deco Cultural Services LLC (Deco) is pleased to submit a proposal to conduct an evaluation of the Pavilion for its eligibility for listing in the National Register of Historic Places (National Register). All work will follow the Minnesota State Historic Preservation Office (SHPO) *Guidelines for History/Architecture Projects in Minnesota* and the Secretary of the Interior's Standards and Guidelines for Evaluation. The project will include the following tasks:

Task 1: Literature Search. Intensive research will be carried out at the Minnesota Historical Society library, the University of Minnesota libraries, and the Carver County Historical Society, as well as through the review of materials obtained from relevant online sources. It is anticipated that sources will include but will not be limited to local and county histories, primary and secondary sources pertaining to the Pavilion, historical society subject files, and historical images, including aerial photography. The research will be used to develop an in-depth property history and detailed historic contexts that will frame the significance evaluation of the property. Historical images of the property obtained during the literature search will be used for comparison with its current appearance, which will contribute to the assessment of its integrity. If necessary, the research will examine information on comparative properties in the region to assess the relative significance and integrity of the Pavilion with regard to its contextual associations.

Task 2. Fieldwork. Deco will conduct a field visit to intensively document the Pavilion and to assess the integrity of the property per National Register guidelines. Documentation will include digital photographs and detailed notes regarding the property's architectural characteristics, any alterations that have been made to the property, and the character of its current surroundings.

Task 3. Evaluation. The Pavilion will be evaluated according to National Register criteria for significance and integrity as established by the National Park Service. The evaluation will consider all four significance criteria. If the property is found to be significant, the evaluation will additionally identify the applicable areas of significance and determine whether the property is significant in those area(s) at the local, state, and/or national levels.

Task 4. Deliverables. A technical report will be prepared presenting the methods and results of the study. The results will include detailed historic contexts for the Pavilion, an in-depth description of the historical and current appearance of the property, and a written, well-supported evaluation of its National

Register eligibility based on its historical significance and integrity. A draft report will be submitted to the City of Norwood Young America for review and comment. Once comments are received, Deco will make any necessary revisions. Up to five copies will be prepared of the final technical report and submitted to the city. In addition, a Minnesota Architecture-History Inventory Form will be prepared for the Pavilion for submittal to the SHPO.

Qualifications

All project work will be performed by Deco's Principal Investigator, Andrea Pizza. For over 20 years, Ms. Pizza has directed, coordinated, and participated in numerous cultural resources investigations involving architectural history, history, and archaeology in the Midwest and the Southwest, including survey, evaluation, and mitigation projects in rural and urban settings. She has extensive experience in archival research, the development of historic contexts, and evaluations of National Register eligibility, which she has applied in all fields of cultural resource management. Ms. Pizza meets the U.S. Secretary of the Interior's Professional Qualification Standards for architectural history, history, historical archaeology, and precontact archaeology. She is pre-qualified for Architectural/History Studies, Archaeological Work, and Historic Archaeological Work by the Minnesota Department of Transportation. Select representative projects conducted by Ms. Pizza, for which she served as Principal Investigator, are presented below. A full curriculum vitae is available upon request.

Phase II Architectural History Evaluation for the Trunk Highway 2 Reconstruction Project, Cass County (2014-2015)

This project was conducted for the Minnesota Department of Transportation. The purpose of the project was to evaluate a building known as The Big Fish, a 1958 roadside restaurant constructed in the shape of a giant muskie, for its eligibility for listing in the National Register. Ms. Pizza conducted a literature review, consisting of a review of secondary sources on the history of automobile tourism and programmatic architecture in the United States, published guides and online sources pertaining to roadside architecture and attractions in Minnesota, sources related to the history of tourism in northern Minnesota, local histories, and local newspapers. Literature and online sources on roadside attractions in Minnesota were also consulted to assess the rarity of The Big Fish as a programmatic building in the state. Ms. Pizza additionally performed fieldwork to document the building and assess its historical integrity, and she developed historic contexts for the property. Based on the information obtained during the literature review and fieldwork, Ms. Pizza recommended The Big Fish as eligible for listing in the National Register under Criterion A for its association with north-central Minnesota tourism during the post-World War II era, and under Criterion C as a rare and excellent example of a programmatic building in the state. The Minnesota Department of Transportation and the SHPO concurred with this recommendation. Ms. Pizza authored the technical report.

National Register Nomination for Bridge No. 4969 (Camp Ripley Bridge) (2014)

This project was conducted for the Minnesota Department of Transportation. The purpose of the project was to complete a National Register nomination for Bridge No. 4969, informally known as the Camp Ripley Bridge. For this project, Ms. Pizza synthesized existing data from previous compliance reports, then conducted in-depth research at the Camp Ripley archives, the Minnesota Historical Society, and other repositories to obtain information used in the development of a thorough Narrative Statement of Significance, which demonstrated the bridge's significance under Criterion A as feature integral to the siting, establishment, and operations of Camp Ripley, the first state-provided Minnesota National Guard reservation, and under Criterion C, as Minnesota's sole example of a bridge engineered to support both motor vehicle and conventional railroad traffic on a single deck without separation provided by safety

features. Ms. Pizza conducted a field visit to document the bridge, authored the nomination, and prepared all associated submittal materials. Bridge No. 4969 was listed in the National Register in 2015.

Schedule

The Minnesota Historical Society indicates that awarded Legacy Small Grant projects are typically able to commence eight weeks after the application deadline. Based on the April 8, 2016, application deadline, Deco proposes the following schedule for the completion of project tasks. Please note that these dates can be adjusted if needed to meet the needs of the City of Norwood Young America or the requirements of the grant program.

- Tasks 1 and 2 No later than July 29, 2016
- Task 3 Concurrent with Tasks 1, 2, and 4
- Task 4 Draft report no later than September 16, 2016
Final report no later than October 7, 2016

Cost

Deco can complete the evaluation of the Pavilion for a cost not to exceed \$6,300 based on the following breakdown, with all work to be completed by the Principal Investigator (\$85/hour):

- Task 1 – 24 hours
- Task 2 – 8 hours
- Task 4 – 40 hours

Expenses (Copies, parking, mileage, report binding) - \$180

This cost and schedule are based on the following assumptions:

- A contract will be executed no later than June 24, 2016; and
- The City of Norwood Young America will provide requested revisions to the draft report within two weeks of receipt.

If you have any questions, or need additional information, please do not hesitate to contact me.

Best,
Deco Cultural Services LLC



Andrea C. Pizza
Principal



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 13, 2016

SUBJECT: Schedule Special City Council Meeting

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Proposed is to schedule a special City Council meeting for Wednesday, June 22nd at 6:30 p.m., for the purpose of holding a joint meeting with the Norwood Young America Economic Development Commission (EDC). One of the EDC's 2016 Goals under its Marketing category is to establish a new "brand" name for the city. Branding is a combination of how the city wishes to define and promote itself and how others would define and view the city.

At their June 8th regular meeting, the EDC interviewed two consulting firms to assist with branding and marketing the city. The EDC is interested in inviting back one of the firms for a second interview and to have the full City Council present to hear their presentation and participate in Q&A.

Suggested Motion:

Motion to schedule a Special City Council Meeting 6:30 p.m., June 22, 2016.