



CITY COUNCIL AGENDA

July 8, 2019 – 6:30 p.m.
City Council Meeting

CITY COUNCIL

1. Call Meeting of City Council to Order
 - 1.1 Pledge of Allegiance
 - 1.2 Oath of Office
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 June 24, 2019 meeting
 - 4.2 Approve payment of claims
 - 4.3 Approve Knights of Columbus Application to Conduct Excluded Bingo during Stiftungsfest
5. Public Hearings
6. Old Business
 - 6.1 Compost Site Brush Pile Disposal Update
 - 6.2 North Water Tower Re-Coating/Repair Project Update
7. New Business
 - 7.1 Resolution 2019-16, Renewing the Service Agreement for Joint Assessment with the Carver County Assessor
 - 7.2 Resolution 2019-17, Organization of the City of Norwood Young America
 - 7.3 Approve Fixing Drainage problem at the Fire Station 1
 - 7.4 Award Quote for Faxon Road and Park Circle Street Repairs
 - 7.5 Public Nuisances Update
8. Council Member & Mayor Reports
9. 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.

UPCOMING MEETINGS / EVENTS

July 10	Economic Development Commission – 6:00 p.m.
July 16	Parks and Recreation Commission – 4:45 p.m.
July 17	Safety Committee – 2:00 p.m.
July 18	Senior Advisory Committee – 9:00 a.m.
July 22	Work Session, EDA, City Council – 6:30 p.m.
August 6	Planning Commission – 6:00 p.m.
August 12	Personnel Committee – 5:30 p.m.
August 12	City Council – 6:30 p.m.
August 14	Joint Meeting – City Council, EDC, Planning Commission, Parks & Recreation Commission, and Chamber of Commerce Board – 6:30 p.m.



CITY COUNCIL MINUTES

June 24, 2019 – 6:30 p.m.

ATTENDEES: Tina Diedrick, Craig Heher, Mike McPadden, Dick Stolz, Charlie Storms

STAFF: Steve Helget, Kelly Hayes

OTHERS: Theresa Peterman, Michael Clark, Kevin Wollum, LaVonne Kroells, Kate ZumBerge, Ryan & Amanda Finnerty, Carol Lagergren, Mayona Brenke, Tom Sudheimer

1. Call Meeting of City Council to Order

Meeting was called to order by Mayor Diedrick at 6:32pm with all members present.

2. Approve Agenda

No Changes.

Motion: CH/CS to approve the agenda. Vote 5 – 0. Motion carried.

3. Introductions, Presentations, Proclamations, Awards, and Public Comment

Resident LaVonne Kroells spoke on the new sign for the Community Gardens. A grant from the Carver County CDA paid for the sign and there was no expense to the city. There are currently 5 gardens still available for rent. Contact City Hall at 952/467-1800 if interested.

LaVonne also mentioned that a committee is working on starting a Senior Center. They will meet twice a month at the Lion's Shelter.

Doris Mielke had contacted LaVonne about donating a school bell from an old country school in the area to the History Center. LaVonne will work with Tony to figure out the best place for it.

Resident Mayona Brenke brought concerns regarding the standing water on her property. The City and Jake from Bolton & Menk have reviewed the issue and believe the issue is because of the amount of rain that we have had this spring and the county increased the water tables. The council directed Ms. Brenke to contact the County Commissioner, Jim Ische, regarding the water tables.

4. Consent Agenda

4.1 Approve minutes of May 28, 2019 meetings

4.2 Approve payment of claims

4.3 Accept Debbie Lenz's Notice of Retirement

4.4 Approve Hiring Seasonal Staff

Mayor Diedrick recognized employee Debbie Lenz for her 26+ years of employment with the City and wish her the best on her retirement.

Motion: CS/DS to approve the consent agenda. Vote 5 – 0. Motion carried.

5. Public Hearings - none

6. Old Business

6.1 Pavilion Liquor License

The City received one proposal from The Pour House Pub for the liquor license at the Pavilion. The current Pavilion agreement allows for renters to be given the option to either bring their own alcohol in or to go through the liquor license holder. The Pour House Pub requested to change the agreement to require all wedding events to go through the liquor license holder. After much discussion, the council agreed to make the change to the agreement.

Motion: CH/CS to change the rental facility agreement to require all weddings to go through the liquor license holder for all weddings booked after July 1, 2019, and to approve the proposal from The Pour House Pub for the Pavilion liquor license. Vote 5 – 0. Motion carried.

7. New Business

7.1 Resolution 2019-15, Acknowledging and Accepting of Mayor Tina Diedrick's Resignation and Declaring Mayor's Seat Vacancy

Mayor Diedrick announced that she will be resigning from her position effective immediately due to her family moving to Annandale. Her family made the decision to move so they could be closer to other family. The council discussed the options that were presented in the memo from Administrator Helget and thought the best option would be to appoint Carol Lagergren who had the second highest number of votes from the election.

Motion: CS/CH to approve Resolution 2019-15, a resolution acknowledging the receipt and acceptance of Mayor Tina Diedrick's resignation and declare the mayor seat vacant. Vote 5 – 0. Motion carried.

Motion: MM/CS to appoint Carol Lagergren as mayor. Vote 4 – 0 – 1 with Diedrick abstaining. Motion carried.

7.2 Schedule Public Hearing for Zoning Violation Appeal

Mark VanGelder, property owner of 315 Elm Street West, was served with a notice of a zoning violation. Mr. VanGelder has requested a public hearing.

Motion: CH/DS to schedule an administrative hearing at 6:30pm, July 22, 2019 for the purpose of considering an appeal to a zoning code violation at 315 Elm Street West, Norwood Young America. Vote 5 – 0. Motion carried.

7.3 Approve hiring Public Service Worker to Streets and Parks

Motion: CH/CS to approve hiring Mike Simons as a Public Service Technician at a Pay Grade 10, Step 4, with an hourly wage of \$19.92. Vote 5 – 0. Motion carried.

7.4 Approve Personnel Handbook Amendment – Callback Pay

The Personnel Committee received a request from staff to change the Call-Back Pay section of the employee handbook to allow for staff to accrue comp time for hours worked when called back into work.

Motion: CH/CS to approve the change to the Employee Handbook regarding Call-Backs. Vote 5 – 0. Motion carried.

8. Council Member & Mayor Reports

CS – Park & Rec Commission discussed the following: pool, warming house, 6/26 NYA Arbor Day at 10am, sidewalks, trailer and the parking lot on Elm Street.

CH – Planning Commission working on a zoning code amendment regarding auto repair. Also discussed downtown standards and places of worship zoning codes.

MM – EDC Commission, the monument signs are up. Boy Scouts will be taking care of the landscaping around the signs. Also discussed hotel survey and that the City received \$556,000 in a grant for downtown rehab.

DS – Senior Advisory – A statistician from Carver County reviewed the senior survey that was taken two years ago. According to the survey: people want to age in place and many homes would need updates such as ramps and main floor laundry.

TD – Attended the DC Fly-in on behalf of the SW Corridor. Discussed the need for four lanes on Highway 212.

9. Adjournment

Motion: MM/CS to adjourn at 7:55pm. Vote 5 – 0. Motion carried.

Sincerely Submitted,

Carol Lagergren, Mayor

Kelly Hayes, City Clerk/Treasurer



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

To Be Approved: July 8, 2019

Payroll EFT/Prepays	<u>\$44,640.84</u>
(Check Sequence#29471-29472; 505345-505399)	

Claims Pending Payment	<u>\$294,137.02</u>
(Check Sequence #29473-29511)	

Grand Total	<u>\$338,777.86</u>
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JULY 2019

		Check Amt	Invoice	Comment
10100 CHECKING				
Paid Chk#	029473	7/8/2019	BANYON DATA SYSTEMS INC	
E 602-49450-207	Training Instructional	\$250.00		
E 601-49400-207	Training Instructional	\$250.00	159063	
Total BANYON DATA SYSTEMS INC		\$500.00		
Paid Chk#	029474	7/8/2019	BOLTON & MENK, INC	
G 814-22100	Escrow Collected	\$4,292.00		Air Products
E 101-41500-303	Engineering Fees	\$3,191.00		Pavement Plan
G 807-22100	Escrow Collected	\$1,121.00		Preserve 5th a
E 601-49400-303	Engineering Fees	\$3,173.00		Water tower N
Total BOLTON & MENK, INC		\$11,777.00		
Paid Chk#	029475	7/8/2019	BOND TRUST SERVICES CORP.	
E 521-49330-611	Bond Interest	\$21,512.50		Gen Obligation refunding bond 2016A
E 601-49400-611	Bond Interest	\$17,837.50		Gen Obligation refunding bond 2016A
E 520-49330-611	Bond Interest	\$12,450.00		gen oblication bond 2013B
E 602-49450-611	Bond Interest	\$1,125.00		gen oblication bond 2013B
E 517-49331-611	Bond Interest	\$20,675.00		Gen Obligation Bond 2013A
E 601-49400-611	Bond Interest	\$6,067.00		Gen Obligation bond 2012A
E 602-49450-611	Bond Interest	\$10,111.13		Gen Obligation bond 2012A
E 519-49330-611	Bond Interest	\$27,415.63		Gen Obligation bond 2011A
E 601-49400-611	Bond Interest	\$2,275.00		Gen Obligation bond 2011A
E 602-49450-611	Bond Interest	\$1,175.00		Gen Obligation bond 2011A
E 601-49400-611	Bond Interest	\$1,050.00		Gen Obligation bond 2010B
E 518-49330-611	Bond Interest	\$55,490.63		Gen Obligation bond 2010B
E 501-49330-611	Bond Interest	\$5,535.00		Gen Obligation bond 2010A
E 601-49400-611	Bond Interest	\$1,205.00		Gen Obligation bond 2010A
Total BOND TRUST SERVICES CORP.		\$183,924.39		
Paid Chk#	029476	7/8/2019	BRYAN ROCK PRODUCTS, INC.	
E 101-43100-224	Street Maint Materials	\$164.47	35104	
E 101-43100-224	Street Maint Materials	\$1,292.73	35105	
Total BRYAN ROCK PRODUCTS, INC.		\$1,457.20		
Paid Chk#	029477	7/8/2019	CENTER POINT	
E 101-41940-383	Gas Utilities	\$90.15		
E 101-42200-383	Gas Utilities	\$23.57		
E 101-43100-383	Gas Utilities	\$137.79		
E 101-45200-383	Gas Utilities	\$127.85		
E 601-49400-383	Gas Utilities	\$59.76		
E 602-49450-383	Gas Utilities	\$693.14		
E 101-49860-383	Gas Utilities	\$302.72		
Total CENTER POINT		\$1,434.98		
Paid Chk#	029478	7/8/2019	CNH CAPITAL	
E 101-45200-221	Repair/Maintenance Equipment	\$372.62		
E 101-45200-221	Repair/Maintenance Equipment	\$377.89		

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			Check Amt	Invoice	Comment
Total CNH CAPITAL			\$750.51		
Paid Chk#	029479	7/8/2019	COHRS TREE SERVICE		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$568.75		cut down trees
Total COHRS TREE SERVICE			\$568.75		
Paid Chk#	029480	7/8/2019	CONCENTRA		
E 101-45200-208	Medical-Physicals		\$55.50		
E 101-43100-208	Medical-Physicals		\$55.50	103003060	
Total CONCENTRA			\$111.00		
Paid Chk#	029481	7/8/2019	DELTA DENTAL		
G 101-21714	Dental Insurance		\$772.65	6/15/19	
Total DELTA DENTAL			\$772.65		
Paid Chk#	029482	7/8/2019	DPC INDUSTRIES INC		
E 101-49860-216	Chemicals and Chem Products		\$426.88	827000727-19	
Total DPC INDUSTRIES INC			\$426.88		
Paid Chk#	029483	7/8/2019	ECONO FOODS		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$2.48		
Total ECONO FOODS			\$2.48		
Paid Chk#	029484	7/8/2019	GOPHER STATE ONE-CALL, INC.		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$82.35	9060638	
Total GOPHER STATE ONE-CALL, INC.			\$82.35		
Paid Chk#	029485	7/8/2019	HAYES, KELLY		
E 101-41320-331	Travel/Meeting Expense		\$30.74		
E 101-41400-331	Travel/Meeting Expense		\$12.76		
E 101-49860-251	Concessions		\$71.92		
E 101-41400-200	Office Supplies		\$107.36	computer moni	
Total HAYES, KELLY			\$222.78		
Paid Chk#	029486	7/8/2019	HOME SOLUTIONS		
E 602-49450-210	Operating Supplies		\$40.82		
E 101-43100-210	Operating Supplies		\$94.28		
E 101-41940-210	Operating Supplies		\$83.59		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$19.32		
E 101-45200-221	Repair/Maintenance Equipment		\$20.35		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$9.89		
E 101-49860-223	Repair/Maintenance Bldg/Ground		\$42.28		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$10.64		
E 601-49400-200	Office Supplies		\$24.07		
E 101-42200-221	Repair/Maintenance Equipment		\$12.58		
Total HOME SOLUTIONS			\$357.82		
Paid Chk#	029487	7/8/2019	HORIZON COMMERCIAL POOL SUPPLY		
E 101-49860-216	Chemicals and Chem Products		\$446.92	190606064	

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			Check Amt	Invoice	Comment
tal HORIZON COMMERCIAL POOL SUPPLY			\$446.92		
Paid Chk#	029488	7/8/2019	JIT COMPANIES, INC,		
E	275-46500-522	Streets-Other Improvements	\$1,668.00		sign installation
	Total	JIT COMPANIES, INC,	\$1,668.00		
Paid Chk#	029489	7/8/2019	KENNEDY & GRAVEN CHTD		
G	814-22100	Escrow Collected	\$405.00		Air Products TIF
	Total	KENNEDY & GRAVEN CHTD	\$405.00		
Paid Chk#	029490	7/8/2019	KWIK TRIP INC.		
E	101-43100-212	Motor Fuels	\$60.97	4696047	
	Total	KWIK TRIP INC.	\$60.97		
Paid Chk#	029491	7/8/2019	LANO EQUIPMENT		
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$110.00		auger rental
E	101-45200-223	Repair/Maintenance Bldg/Ground	\$125.00	36686	auger rental
	Total	LANO EQUIPMENT	\$235.00		
Paid Chk#	029492	7/8/2019	MAYER LUMBER CO.		
E	101-45200-223	Repair/Maintenance Bldg/Ground	\$54.72	172228	
	Total	MAYER LUMBER CO.	\$54.72		
Paid Chk#	029493	7/8/2019	METRO WEST INSPECTION SERVICES		
E	101-42400-328	Rental Dwelling Inspections	\$27.00		
E	101-42400-312	Building Inspection Fee	\$3,433.20		
	otal	METRO WEST INSPECTION SERVICES	\$3,460.20		
Paid Chk#	029494	7/8/2019	MINI BIFF		
E	101-45200-418	Other Rentals (Biffs)	\$197.88	A-105447	
E	101-45200-418	Other Rentals (Biffs)	\$113.73	A-105450	
E	101-45200-418	Other Rentals (Biffs)	\$113.73	A-105471	
	Total	MINI BIFF	\$425.34		
Paid Chk#	029495	7/8/2019	MINNESOTA VALLEY TESTING LAB		
E	602-49450-217	Lab Fees	\$36.20	981637	
E	602-49450-217	Lab Fees	\$36.20	982788	
	Total	MINNESOTA VALLEY TESTING LAB	\$72.40		
Paid Chk#	029496	7/8/2019	MN DEPT OF LABOR & INDUSTRY		
G	101-21721	State Bldg Surcharge Fee	\$740.69		2Q building report
	Total	MN DEPT OF LABOR & INDUSTRY	\$740.69		
Paid Chk#	029497	7/8/2019	MN PUBLIC FACILITIES AUTHORITY		
E	601-49400-601	Debt Srv Bond Principal	\$76,072.75		Loan repayment
	Total	MN PUBLIC FACILITIES AUTHORITY	\$76,072.75		
Paid Chk#	029498	7/8/2019	MN VALLEY ELECTRIC COOPERATIVE		
E	602-49450-381	Electric Utilities	\$34.52		lift station

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			Check Amt	Invoice	Comment
E 601-49400-381	Electric Utilities		\$247.27		water tower
E 101-43100-380	Street Lighting		\$99.67	6/27/19	Street lights
otal MN VALLEY ELECTRIC COOPERATIVE			\$381.46		
Paid Chk#	029499	7/8/2019	NCPERS 855401LIFE INS		
G 101-21705	PERA Life		\$16.00		
Total NCPERS 855401LIFE INS			\$16.00		
Paid Chk#	029500	7/8/2019	NORTH AMERICAN SAFETY INC		
E 101-43100-210	Operating Supplies		\$16.49		
Total NORTH AMERICAN SAFETY INC			\$16.49		
Paid Chk#	029501	7/8/2019	NORWOOD ELECTRIC INC		
E 275-46500-522	Streets-Other Improvements		\$1,074.62	16178	West welcome sign wired
E 275-46500-522	Streets-Other Improvements		\$1,312.64	16180	East welcome sign solar
Total NORWOOD ELECTRIC INC			\$2,387.26		
Paid Chk#	029502	7/8/2019	SAM S TIRE SERVICE		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$207.75		
Total SAM S TIRE SERVICE			\$207.75		
Paid Chk#	029503	7/8/2019	SPECIALTY STUMP GRINDING		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$1,350.00	6/23/19	stump removal (17)
Total SPECIALTY STUMP GRINDING			\$1,350.00		
Paid Chk#	029504	7/8/2019	STRACK CONSULTING LLC		
E 101-41320-305	Other Professional Fees		\$600.00	1134	
Total STRACK CONSULTING LLC			\$600.00		
Paid Chk#	029505	7/8/2019	TASC		
G 101-21713	Health Care Reimbursement Acct		\$15.00		
Total TASC			\$15.00		
Paid Chk#	029506	7/8/2019	ULINE		
E 101-42200-200	Office Supplies		\$227.39	order #261299	ice bags
Total ULINE			\$227.39		
Paid Chk#	029507	7/8/2019	UNCOMN TAP CLEANING		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$30.00	62729	
Total UNCOMN TAP CLEANING			\$30.00		
Paid Chk#	029508	7/8/2019	USPS		
E 601-49400-350	Print/Publishing/Postage		\$134.86		July utility bills
E 602-49450-350	Print/Publishing/Postage		\$134.87		July utility bills
E 603-49500-350	Print/Publishing/Postage		\$134.87		July utility bills
Total USPS			\$404.60		
Paid Chk#	029509	7/8/2019	UTILITY CONSULTANTS		
E 602-49450-217	Lab Fees		\$353.55	101988	

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			Check Amt	Invoice	Comment
Total UTILITY CONSULTANTS			\$353.55		
Paid Chk#	029510	7/8/2019	VERIZON WIRELESS		
E 101-43100-321	Telephone		\$109.20		
E 601-49400-321	Telephone		\$118.10		
E 602-49450-321	Telephone		\$118.08		
E 101-45200-321	Telephone		\$46.80		
Total VERIZON WIRELESS			\$392.18		
Paid Chk#	029511	7/8/2019	WM MUELLER & SONS INC		
E 101-43100-224	Street Maint Materials		\$138.00	244541	
E 101-43100-224	Street Maint Materials		\$276.00	244774	
E 101-43100-224	Street Maint Materials		\$83.13	244775	
E 101-43100-224	Street Maint Materials		\$138.00	244836	
E 101-43100-224	Street Maint Materials		\$211.14	244973	
E 101-43100-224	Street Maint Materials		\$118.75	244974	
E 101-43100-224	Street Maint Materials		\$209.76	245130	
E 101-43100-224	Street Maint Materials		\$118.75	245131	
E 101-43100-224	Street Maint Materials		\$71.76	245177	
E 101-43100-224	Street Maint Materials		\$8.06	245292	
E 101-43100-224	Street Maint Materials		\$351.21	245293	
Total WM MUELLER & SONS INC			\$1,724.56		
10100 CHECKING			\$294,137.02		

Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$18,344.96
275 CAPITAL	\$4,055.26
501 2010 INFRA DEBT SERVICE	\$5,535.00
517 Oak Grove Debt Service	\$20,675.00
518 2010B Gen OBLIGATION REFUNDING	\$55,490.63
519 2011A GO Debt Service	\$27,415.63
520 2013 INFRASTRUCTURE	\$12,450.00
521 2016A GO	\$21,512.50
601 WATER FUND	\$108,514.31
602 SEWER FUND	\$14,190.86
603 STORM WATER UTILITY	\$134.87
807 Escrow - Preserve 5	\$1,121.00
814 Escrow - Air Products	\$4,697.00
	\$294,137.02



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: July 8, 2019

RE: Application to Conduct Excluded Bingo - Knights of Columbus

The Knights of Columbus submitted an LG240B Application to Conduct Excluded Bingo. This permit authorizes the organization to conduct lawful bingo gambling during Stiftungsfest. The Minnesota Gambling Control Board requires the City Council to approve the permit application before it issues the permit.

Recommendation: A motion to approve the Application to Conduct Excluded Bingo for Knights of Columbus.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: July 8, 2019

SUBJECT: Resolution 2019-17, Organization of the City of Norwood Young America

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With the appointment of Carol Lagergren as mayor, proposed is to appoint Mayor Lagergren to certain Commissions/Committees. Enclosed is the proposed Resolution 2019-17 appointing Mayor Lagergren to the Local Government Workgroup, the Highway 5 Corridor Study Group, the MnDOT Political Advisory Committee, and the Economic Development Commission. In accordance with Section 259 of the City Code, Mayor Lagergren is automatically appointed to the Personnel Committee via her position as mayor.

Suggested Motion:

Motion to approve Resolution 2019-17, Resolution relating to the Organization of the City of Norwood Young America.

Norwood Young America

RESOLUTION 2019-17

RESOLUTION RELATING TO THE ORGANIZATION OF THE CITY OF NORWOOD YOUNG AMERICA

BE IT RESOLVED by the City Council of the City of Norwood Young America, Carver County, Minnesota as follows:

Section 1. **Official Depository.**

Subsection 1. Financial Institutions.

Pursuant to Minnesota Statutes, Chapter 118, the City Council designates the following financial institutions as official depositories for

Municipal Funds:

- a) Citizens State Bank of Norwood Young America
- b) Klein Bank
- c) Bankers' Bancorporation
- d) U. S. Bank National Association

Investment Brokers:

- a) Morgan Stanley
- b) RBC Wealth Management
- b) Northland Securities
- c) 4M Fund sponsored by LMC
- d) Edward Jones
- e) BBE Community Investment Partners
- f) U. S. Bank National Association

Subsection 2. Financial Signatures.

Officers of the City with signatory authority on the City's financial accounts and holdings include: City Clerk/Treasurer Kelly Hayes, City Administrator Steve Helget, Mayor Tina Diedrick and Council Member Mike McPadden.

Section 2. **Official Newspaper.**

Pursuant to Minnesota Statutes, Section 412.831, the City Council designates the following newspaper as the official newspaper of the City: *News & Times*. The Mayor and Clerk are authorized and directed to enter into agreements with the official newspaper for the publication of items required by law to be published.

Section 3. **Acting Mayor.**

Pursuant to Minnesota Statutes, Section 412.121, Council member Mike McPadden is appointed Acting Mayor and is to perform the duties of the Mayor during the Mayor's disability or absence from the city, or if there is a vacancy, until a successor has been appointed.

Section 4. **Acting City Administrator.**

The City Clerk/Treasurer is appointed Acting City Administrator during the Administrator's absence from the city.

Section 5. **Employees Identified/Appointed.**

Subdivision 1. Full-Time City Employees in Supervisory Roles

City Administrator - Steven Helget
City Clerk/Treasurer - Kelly Hayes
Public Service Director - Tony Voigt

Subdivision 2. Volunteer Fire Fighters.

All Firefighters will receive \$10 an hour for responding to fire/emergency calls and mandatory trainings. Payment will be paid out to each firefighter, in a lump sum, in December for December of the prior year to November of the current year.

Subdivision 3. Fire Department Officers.

In addition to the \$10 per hour for responding to fire/emergency calls and mandatory trainings, Fire Department Officers will receive the following wage based on the entire year of service in said position:

Fire Chief	Steve ZumBerge	\$3100	Captain 1	Scott Blom	\$1600
Chief 2	Mark Thomas	\$2100	Captain 2	Kevin Raether	\$1600
Chief 3	Chris Glander	\$2100	Captain 3	Andy Wigfield	\$1600
Chief 4	Brad Droege	\$2100	Captain 4	David Orr	\$1600
Secretary	Alyssa Ulrich	\$1850	Treasurer	Jesse Molnau	\$1475

Subdivision 4. Norwood Young America Firefighter's Relief Association Officers.

President	Paul Lano
Vice-President	Kevin Raether
Secretary	Chris Glander
Treasurer	Jesse Molnau
Trustees	Jason Franck, Dave Orr

Section 6. City Council Compensation.

Subdivision 1. Mayor Salary.

The monthly salary of the Mayor is \$350.

Subdivision 2. Council Member Salary.

The monthly salary of each Council member is \$250.

Subdivision 3. Council Pay Dates.

The salaries of the Mayor and Council members are payable in June and December.

Subdivision 4. Council Reimbursement.

The Mayor and each member of the Council may be reimbursed for actual and necessary expenses incurred in attending (1) meetings at which they represent the City in an official capacity; and (2) training sessions and other meetings at which attendance has been approved in advance by the Council.

Section 7. Regular Council Meetings.

The regular meetings of the City Council of Norwood Young America are held on the second and fourth Monday of every month in the City Hall Council Chambers commencing at 6:30 p.m. On the fourth Monday the meeting shall begin with a work session, and the regular meeting shall immediately follow. If the work session meeting is not held, the regular meeting shall commence at 6:30 p.m.

Section 8. Regular Economic Development Authority Meetings.

The regular meeting of the Norwood Young America Economic Development Authority is held on the fourth Monday of each month at 6:30 p.m., following the City Council Work Session, in the City Council Chambers at City Hall located in the Oak Grove City Center.

Section 9. City Attorney.

The firm of Rupp, Anderson, Squires, & Waldspurger, P.A. is designated as the City Attorney and provides civil legal services with Jay Squires as lead attorney.

Section 10. Bond and Economic Development Counsel.

The firm of Kennedy & Graven Chartered is recognized as the City's Bond and Economic Development Counsel.

Section 11. Financial Consultant.

The firm Ehlers & Associates, Inc. is recognized as the City's Financial Consultant.

Section 12. Engineer.

The firm Bolton & Menk, Inc. is recognized as the City's general City Engineer.

Section 13. Auditor.

The firm Abdo, Eick & Meyers LLP is the City's contracted auditor.

Section 14. Insurance Agent.

Citizens Insurance Services is the insurance agent with Jeff Hebeisen as principal agent.

Section 15. Building Official.

The firm of Metro West Inspection Services is the City's contracted provider of building official/inspector services.

Section 16. Health Officer.

Lakeview Clinic is the health officer.

Section 17. Emergency Management Director.

The Fire Chief is the Emergency Management Director.

Section 18. Assessor.

Carver County is recognized as performing the functions as City Assessor.

Section 19. Police.

Carver County Sheriff's Department is the City's contracted provider of law enforcement services.

Section 20. Fee Schedule.

The fee schedule for the year 2019 was adopted as Ordinance #314 on December 10, 2018.

Section 21. Township Fire Service Contracts.

The charge to participating townships for fire protection in the year 2019 shall be \$150.00 per unit for the townships of Young America, Hancock, Camden, Waconia, and Benton.

Section 22. Association of Carver County Elected Leaders (ACCEL).

Dick Stolz is appointed to the ACCEL.

Section 23. Local Government Workgroup.

Carol Lagergren is appointed to the Local Government Workgroup.

Section 24. Highway 212 Southwest Corridor Transportation Coalition.

Dick Stolz is appointed to the Southwest Corridor Transportation Coalition.

Section 25. Highway 5 Corridor Study Group.

Carol Lagergren is appointed to the Highway 5 Corridor Study Group.

Section 26. Stiftungsfest Board.

Mike McPadden is appointed to the Stiftungsfest Board.

Section 27. MnDOT PAC.

Carol Lagergren is appointed to the MnDOT Political Advisory Committee (PAC).

Section 28. Personnel Committee.

Carol Lagergren and Craig Heher, City Council representatives, are appointed to the Personnel Committee.

Section 29. Railroad Coalition.

Mike McPadden is appointed to the Railroad Coalition.

Section 30. Safety Committee.

Charlie Storms, City Council rep, is appointed to the Safety Committee.

Section 31. Rental Housing License Appeals Board.

Craig Heher, City Council rep; Bill Grundahl, Planning Commission rep; and Steve ZumBerge, Fire Chief, are appointed to the Rental Housing License Appeals Board.

Section 32. Committees and Commissions.

Citizens-at-large that are appointed to the following Commissions and Committees will receive a yearly \$200 stipend for attending at least 75% of the meetings. Representatives and/or employees for City, County, Housing, Contractors and School Districts are not eligible for the yearly stipend.

Subdivision 1. Planning Commission.

Commission Members: Bill Grundahl, Mike Eggers, Paul Hallquist, John Fahey, Jerry Barr

- Craig Heher - City Council representative.

Subdivision 2. Economic Development Commission.

Commission Members: Karen Hallquist, Jason Winter, Theresa Peterman, Tonya Noeldner

- Carol Lagergren and Mike McPadden - City Council Representatives
- Kaarin Foede - NYA Chamber of Commerce Representative
- Mike Eggers - Planning Representative

Subdivision 3. Parks & Recreation Commission.

Commission Members: Sharilyn Feltmann, Karla Hormann, Jim Zellmann

- Charlie Storms - City Council Representative
- Bill Grundahl - Planning Commission Representative
- Julie Kuenzel - School District 108 Representative

Subdivision 4. Senior Advisory Commission.

Commission Members: Laurie Hilgers, Bonita Heilman, JR Hoernemann, LaVonne Kroells, Carolyn Durbin, Brenda Schmitz, Ray Kraemer, Lois Schultz, Tom Simmons, Sandra Roepke, Dawn Plummer

- Dick Stolz - City Council representative.

Adopted by the City Council this 8th day of July 2019.

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: July 8, 2019
SUBJECT: Public Nuisances Update

=====

As directed by the City Council, after the Spring Clean-up Day, staff drove around the entire community inspecting the residential areas for any nuisance violations. About 50 nuisance violation letters were mailed out. Many residents have contacted the City and have or are working toward resolving the nuisance violations. A further update will be provided at the Council meeting.

Suggested Motion:

No suggested motion. Informational item only.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: July 8, 2019

RE: North Water Tower Repair Update

Central Tank Coating has commenced work on North Water Tower. They have been working on the interior of the tower and are making progress. We anticipated moving to the exterior of the tower once the interior is finished.

In order to complete the exterior power wash and re-coat the power lines located under the tower need to be de-energized. We met with Xcel Energy last year in regard to this project and their powerlines and again this spring. When we spoke with Xcel earlier this spring, they informed us they would be able to install temporary line disconnects and we could coordinate our work around there peak demand loads. We agreed that should work and decided to proceed with their plan. After meeting with Xcel and coming to this agreement they sent a follow up email and stated we need to get the work completed before June 7th or we would have to wait until after September 1st. I insisted they needed to be flexible and that they were taking away our opportune window to get the exterior coated completed in the warm and dry months of the summer which is what we originally talked about. I also informed them their equipment is in our right-of-way and we have a maintenance agreement with them that states they need to work with us on this. Xcel's offer was to install a different switch gear during their peak season at the City's cost of \$8,700. I informed them we never agreed to pay for an optional switch gear and they should be installing those at their expense since they had given them a one year notice that we were planning to complete this project. They disagreed and stated without payment they would not allow us to complete our work in the time we originally agreed upon.

The change in the agreement with Xcel Energy has forced us to only complete the interior work at this time and then come back in fall to complete the exterior. Central Tank Coatings has offered to do this but will charge an additional \$2,500 re-mobilization fee to come back in the fall. We had not anticipated this expense since we thought we already had an agreement with Xcel to complete the work. I will continue to work closely with Central Tank and Xcel and hope to have this project completed in 2019.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: July 8, 2019

RE: 2020 Service Agreement Carver County

The Joint Powers Agreement for joint assessment with the county assessor is attached for your review. The agreement is to provide for the assessment of properties.

RECOMMENDATION:

Motion to approve Resolution 2019-16 renewing the Joint Powers Agreement for joint assessment with the Carver County Assessor.

Resolution 2019-16

A resolution renewing the joint powers agreement for joint assessment with the county assessor

WHEREAS, the City of Norwood Young America desires to enter into an agreement with the Carver County Assessor to provide for the assessment of property in the City by the Carver County Assessor's Office; and

WHEREAS, Minnesota Statutes §273.072 and Minnesota Statutes §471.59 permits such an agreement for joint assessment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Norwood Young America that the renewal of the attached Joint Powers Agreement is hereby adopted.

Adopted by the City Council this 8th day of July 2019.

CITY OF NORWOOD YOUNG AMERICA

Mayor

ATTEST:

Kelly Hayes, City Clerk / Treasurer

SERVICE AGREEMENT FOR JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter "County") and City of Norwood Young America, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor's Office; and

WHEREAS, Minn.Stat. § 273.072 and Minn.Stat. § 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2020. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of thirteen dollars and ninety five cents (\$13.95) per residential valuation, fourteen dollars and fifty cents (\$14.50) per agricultural valuation, and fifteen dollars and fifty cents (\$15.55) per commercial/industrial valuation (for the assessment of January 2, 2020) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15th of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

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 purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); 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.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town's default is excused by the County, the County may, upon written notice to the Town's representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
City of Norwood Young America	Keith R. Kern Carver County Assessor 600 E 4 th Street Chaska MN 55318 kkern@co.carver.mn.us
310 Elm Street W.	
NYA, MN 55368	
Clerk – Kelly Hayes	

12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement,

or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Norwood Young America, has caused this Agreement to be executed by its Chairperson/Mayor and its Town Clerk by the authority of its governing body by a duly adopted resolution on

This the _____ day of _____, 2019.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the _____ day of _____, 2019.

CITY/TOWNSHIP OF NORWOOD YOUNG AMERICA

COUNTY OF CARVER

By: _____
Chairperson/Mayor

By: _____
Randy Maluchnik, Chairperson
Board of Commissioners

By: _____
Clerk – Kelly Hayes

Attest: _____
Dave Hemze/County Admin.

And: _____
Keith R. Kern
County Assessor

Approved as to form:

Assistant County Attorney/Date



TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: July 8, 2019

RE: Compost Site Update

We recently hired a contractor to chip and remove the brush pile at the compost site. They removed approximately 2,500 yards at a cost of \$7,500. A brush pile remains that is proposed to be chipped later this fall which will probably be equal to or a little less than what was recently chipped.

One of the challenges we believe that is occurring, is tree trimming contractors are dumping their tree trimmings at the site. We may also have site users from outside the community dumping at the site. Based on the amount of brush brought into the site we should be seeing more tree removals around town which we are not experiencing.

In an effort to control the amount of brush brought into the compost site, proposed is to increase/change the signage at the site, and also post more information on our website and other public locations for the purpose of educating citizens about what is allowed and who can utilize the site. I feel we need to get more information out to the public that this site is not for commercial or contractor dumping. I am working with the city attorney to see what fines we could establish and impose for illegal dumping. In addition, proposed is to install a camera to monitor the site for any illegal dumping. I am also looking into offering curbside chipping to residents for a small fee to bring more chips to the site versus brush and offer another service to our residents.

I am hoping with these changes in place we can control the site better in the future. The next step if the previous measures do not work would be to man the site for a limited number of hours a week. I know this would be an inconvenience but if we cannot control the amount brought it is costing the taxpayers more than it should to run the site.

Recommended Motion:

No specific motion is recommended but I am requesting the Council consider the proposals to help control the site and keep it running for the citizens of our community. I am especially concerned if we would like to proceed with posting illegal dumping fines and the amounts thereof.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: July 8, 2019

RE: Fix Drainage problem at Fire Station 1

During one of the last rain events water ran into the meeting room and kitchen areas in Fire Station 1 (north station). There was some damage to the cabinets and walls. An insurance adjuster from the League of MN Cities Insurance Trust came out and estimated the damage. Upon their inspection of the building they verified the blacktop located on the north side of the building that was designed to divert the water away from the building has deteriorated. The blacktop currently slopes toward the building and needs to be repaired.

Proposed is to replace the blacktop to establish the proper drainage in this area. This area has limited means of access and we currently do not have the staff time to complete this job. I solicited a quote from WM Mueller & Sons for \$2,300 to complete the repair.

Proposed Recommendation:

Motion to hire WM Mueller & Sons to repair the blacktop on the north side of Fire Station 1 for the amount of \$2,300.

Norwood Young America

WM. MUELLER & SONS INC.

ROAD CONTRACTORS • WASHED SAND & GRAVEL • LIMESTONE PRODUCTS • REDI-MIX BLACKTOP - BLACKTOP SURFACING

831 PARK AVE. • P.O. BOX 247

HAMBURG, MN 55339

PHONE (952) 467-2720 • FAX (952) 467-3894

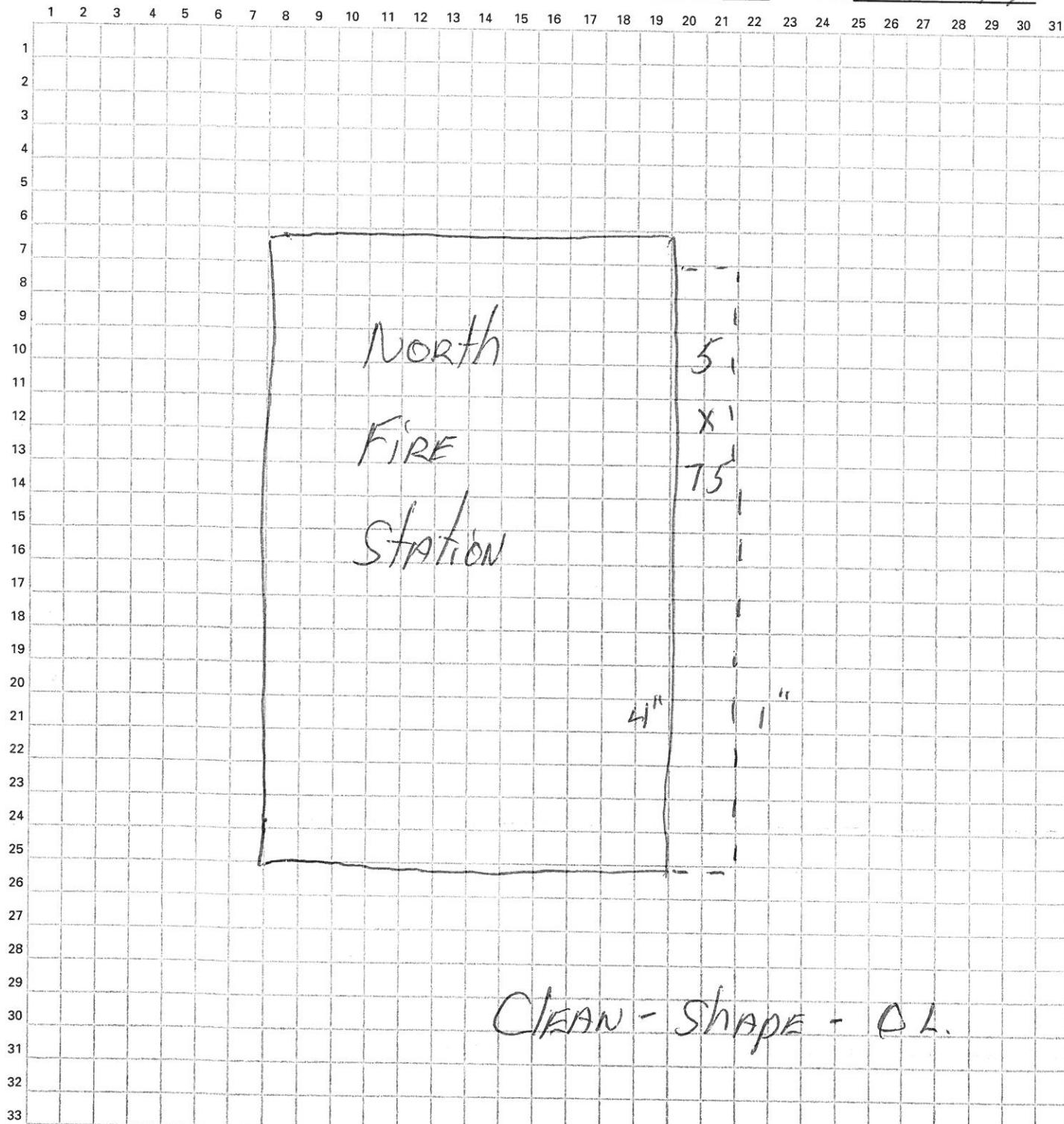
EQUAL OPPORTUNITY EMPLOYER

PROJECT

City of NYA

DATE

6-27-19



ROAD CONTRACTORS
AGGREGATES
BITUMINOUS PAVING
BITUMINOUS MATERIALS



HAMBURG, MN

831 PARK AVE P.O. BOX 247
HAMBURG, MN 55339
PHONE 952-467-2720
FAX 952-467-3894
EMAIL INFO@WMMUELLER.COM

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO:	City of Norwood Young America	DATE:	6/26/2019	PHONE:	
STREET:	310 Elm St. W., P.O. Box 59	JOB NAME:	North Fire Station		
CITY, STATE, ZIP:	NYA, MN 55368	JOB LOCATION:	North Fire Station		
CONTACT:		VIA:			

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

North Fire Station.

- * Sweep and prep the 75' x 5' area to be overlaid.
- * Tack and place 2.5" of bituminous wear, compacted over the 75' X 5' area between the building and the curb.

NOTES:

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE
IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS

\$2,300.00

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, storm, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

*** PAYMENT TO BE MADE UPON COMPLETION ***

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US
IF NOT ACCEPTED WITHIN 30 DAYS.

AUTHORIZED

SIGNATURE:

Timothy Mueller

TITLE:

Secretary / Treasurer

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment is due upon receipt of invoice.** Owner agrees that Wm. Mueller and Sons, Inc. may charge interest at the rate of eighteen percent (18%) on any sum due under this contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, cost incidental to collection, and attorney's fees (if an attorney is retained for collection) shall be added to the unpaid balance. Owner hereby releases Wm. Mueller and Sons, Inc. of notice requirements for lien rights in the event payments are not made as outlined above.

PLEASE SIGN AND RETURN ONE COPY

SIGNATURE: _____

DATE OF
ACCEPTANCE: _____



TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: July 8, 2019

RE: Faxon Road and Park Circle Street Repairs

This past winter was extremely harsh on the city streets. The Public Service Department staff have been filling potholes and fixing what we can to keep the streets as safe as possible. Upon inspection I have identified two areas that have a fair amount of degradation and I am proposing to mill and overlay these areas.

The first area is on Faxon Road North. The proposed area to be repaired is located on the south bound driving lane south of the 5-way stop approximately in front of addresses between 709 and 515 Faxon Road. The area is very well traveled and is experiencing a lot of potholes and some settling. Proposed is to mill and overlay the 14' wide driving lane for approximate distance of 475'.

The second area is on Park Circle between the addresses of 404 to 412 Park Circle. In this area the top layer of blacktop has delaminated and deteriorated. There are a number of sump pump lines that dump water into this stretch of street. I also noticed the street has settled and the crown has been diminished allowing the water to stand in the middle of the street. Proposed is to mill and overlay curb-to-curb a 30'x30' area. With the added crown and paving the blacktop higher than the outside curbs, we should see the water run off the road as intended and not see the problem duplicate itself.

I solicited quotes from two contractors to mill off 1.5" and 2" overlay in the areas. Upon inspection, I believe the areas have an adequate base and we should be able to get satisfactory results with a 1.5" overlay which is the more common overlay depth. The quotes received are as follows:

MN Roadways	\$24,876
WM Mueller & Sons	\$25,746

Based on the City's experience with WM Mueller & Sons, proposed is to award them the project.

Recommended Motion:

Motion to accept WM Mueller & Sons quote of \$25,746 to complete the mill and overlay segments on Faxon Road and Park Circle.

Norwood Young America

ROAD CONTRACTORS
AGGREGATES
BITUMINOUS PAVING
BITUMINOUS MATERIALS



H A M B U R G , M N

PROPOSAL AND ACCEPTANCE

831 PARK AVE P.O. BOX 247
HAMBURG, MN 55339
PHONE 952-467-2720
FAX 952-467-3894
EMAIL INFO@WMMUELLER.COM

PROPOSAL SUBMITTED TO:	City of Norwood Young America	DATE:	6/14/2019	PHONE:	320-761-5008
STREET:	310 Elm St. W., P.O. Box 59	JOB NAME:	Patching		
CITY, STATE, ZIP:	NYA, MN 55368	JOB LOCATION:	City of NYA		
CONTACT:	Tony Voigt	VIA:	tvoigt@cityofnya.com		

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Mill & patch 1.5" of bituminous

- * Mill the 30' x 330' area on Park Circle and the 14' x 475' area on Faxon Rd., South bound lane to 1.5" depth.
- * Clean up and dispose of the milled material
- * Tack and pave a 1.5" bituminous wear overlay, compacted thickness.

\$25,746.00

Mill & patch 2" of bituminous

- * Mill the 30' x 330' area on Park Circle and the 14' x 475' area on Faxon Rd., South bound lane to a 2" depth.
- * Clean up and dispose of the milled material.
- * Tack and pave a 2" bituminous wear overlay, compacted thickness.

\$30,915.00

NOTES:

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE
IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS
FOR THE SUM OF: TBD

*** PAYMENT TO BE MADE UPON COMPLETION ***

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US
IF NOT ACCEPTED WITHIN 30 DAYS.

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, storm, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

AUTHORIZED

SIGNATURE:

TITLE:

Timothy Mueller
Secretary/Treasurer

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment is due upon receipt of invoice.** Owner agrees that Wm. Mueller and Sons, Inc. may charge interest at the rate of eighteen percent (18%) on any sum due under this contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, cost incidental to collection, and attorney's fees (if an attorney is retained for collection) shall be added to the unpaid balance. Owner hereby releases Wm. Mueller and Sons, Inc. of notice requirements for lien rights in the event payments are not made as outlined above.

PLEASE SIGN AND RETURN ONE COPY

SIGNATURE: _____

DATE OF

ACCEPTANCE: _____



4370 Valley Industrial Blvd. So.
Shakopee, MN 55379
Phone: 952-496-2651
Fax: 952-496-2522

PROPOSAL

Proposal # : 107749
Proposal Date: 06/17/2019
Page : 1

Submitted To:

City of Norwood Young America
310 Elm Street W
Norwood Young America MN 55368

Project: City of Norwood Young America
310 Elm Street W
Norwood Young America MN 55368

Client # : 89402
Attention: Tony Voight
Phone: (320) 761-5008
Fax:
Cell:

Project #: 89896
Project Estimator: Bradley Grams

Description	Unit	Quantity	Price
2" Mill and Overlay 2 Areas	LS	1.00	\$28,155.00
a. Surface mill area 1 (14' x 475') to a depth of 2" below finish grade.			
b. Edge mill area 2 (30' x 300') to a depth of 2" at curb line tapering to nothing 9' from curb line.			
c. Sweep surface clean of any loose debris.			
d. Tack coat surfaces with CSS-1H hot liquid asphalt.			
e. Pave each area with 2" average compacted depth MN DOT specification SPWEA340 recycled hot mix wear course asphalt.			

Please Note: Any iron that needs to be raised in the overlay areas is NOT included in this proposal. All iron needing adjustment prior to overlay is the responsibility of the city prior to our arriving on site to pave.

1.5" Mill and Overlay 2 Areas	LS	1.00	\$24,876.00
a. Surface mill area 1 (14' x 475') to a depth of 1.5" below finish grade.			
b. Edge mill area 2 (30' x 300') to a depth of 1.5" at curb line tapering to nothing 7' from curb line.			
c. Sweep surface clean of any loose debris.			
d. Tack coat surfaces with CSS-1H hot liquid asphalt.			
e. Pave each area with 1.5" average compacted depth MN DOT specification SPWEA340 recycled hot mix wear course asphalt.			

CONTRACT & AUTHORIZATION TO PROCEED

Please see all attachments for information & conditions that pertain to this proposal. It is the responsibility of the Owner/Representative to be familiar with any and all terms & conditions of this agreement. By signing this proposal along with the terms & conditions page, you hereby authorize Minnesota Roadways Co. to proceed with the work identified in this agreement. NO WORK will be scheduled until Minnesota Roadways Co. receives the signed proposal along with the signed terms & conditions page.

This proposal may be withdrawn by us if not accepted within 15 days.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications included in this proposal involving extra cost will become an extra charge over and above the estimate.

Contractor to carry necessary insurance, including workman compensation insurance.

Authorized signature

Date

MN Roadways Authorized Signature

This document, together with the accompanying Proposal #07749 dated 06/17/2019 is an agreement between Minnesota Roadways Co. Inc. (the "Seller") and City of Norwood Young America (the "Client"). For purposes of this agreement "Client" will be defined as the Owner or the Owner's Representative. The individual signing this agreement hereby represents and warrants the s/he is duly authorized to execute and deliver this Agreement on behalf of the Client and that this Agreement is binding upon Other Party in accordance with its terms.

Basic Agreement: The Seller shall provide the services set forth in this agreement and as described in the accompanying Proposal. This agreement together with any expressly incorporated appendices, constitutes the entire Agreement between the Client and the Seller and supersedes all prior written or oral understandings regarding this subject. If the Client chooses to use their own contract / agreement, The Client agrees to incorporate the Seller's Proposal and Terms and Conditions page into said agreement. The Seller reserves the right to negotiate all terms in the Clients contract / agreement.

Terms of Payment: Client agrees to pay to Seller the full quoted or adjusted price for the work herein specified within 10 days of invoice date. If work takes in excess of one (1) month, Seller may invoice Client monthly for work completed and each invoice shall be paid within 10 days of each invoice date. Unpaid invoice amounts that are delinquent shall accrue interest and be payable on delinquent amounts at the rate of 1.5% per month which is an annual rate of 18%. The Client agrees to pay all cost of collecting past due accounts, including a reasonable attorney's fee whether or not suit brought. Further, should this contract be litigated for any reason, it is agreed that the laws of the state where the work was performed shall be used to construe this contract. We accept VISA, MasterCard and Discover with a 3% fee.

Client Information Accuracy: It's the Client's responsibility to notify the Seller of the correct "Bill to" address if different from the Client information.

Liens: (A) Any person or company supplying labor or materials for improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (B) Under Minnesota Law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Warranty: All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard industry practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. This does not include items such as expansion cracks due to ground shifting, snow plow damage, tire twist marks or normal wear and tear from use.

All warranties are void if payment is not made as stipulated.

Items Not Included in Proposal: Permits, Licenses, Bonds, material testing, multiple mobilizations, towing charges, landscape restoration, irrigation repair, subsoil corrections, private utility locates/repairs, or any "Client" specific requirements are not included in this proposal unless otherwise stated in accompanying proposal. The pricing in this agreement DOES NOT include any prevailing wage requirements or holding of retainage unless otherwise stated in accompanying proposal. It is the Client's responsibility to be aware of any ADA deficiencies in the scope of work they are requesting. If the project requires any of the above listed items, a price adjustment will apply.

Utilities: Minnesota State Law requires contractors to call Gopher State One Call 3 days prior to excavation. Gopher State One Call Locate PUBLIC utilities only. It is the Clients responsibility to locate all PRIVATE utilities (ex. Parking lot lighting, fiber optic lines, landscape lighting sprinklers, etc.). The Client shall be responsible for repairing any private utility lines damaged by the Seller during the course of this project which were unmarked, miss-marked, un-documented and/or non-conforming to prevailing code.

Sprinklers: MUST be off for a MINIMUM of 24 hours prior to scheduled start time and remain off for a MINIMUM of 24 hours after all work completed.

Site Services: The property Owner / Representative is responsible to notify all VISITORS, landscapers, garbage companies or other service providers that the work zones will not be accessible during our scheduled work times and for a MINIMUM of 24 hours after project completes. In the event of a reschedule due to unforeseen conditions, again it is your responsibility to notify all visitors and service providers of the change.

Barricaded Parking Lot: Be sure all vehicles are out of the work area(s) and a MINIMUM of 25 feet away from the work area(s) a MINIMUM of 2 hours prior to the scheduled start time, unless otherwise agreed upon. Tow Trucks may need to be arranged and towing charges will be the responsibility of the Client. If any cars are left on the area of work, we WILL NOT be held responsible for any damage to vehicles.

Slope: Existing site conditions including building elevations, distance / access to storm water structures, and the ability to alter final grades may limit performance of surface run off. Slight bird baths may be unavoidable in some instance. Minnesota Roadways Co. CANNOT guarantee 100% water run-off on slopes less than 1.5% as recommended by the Asphalt Institute.

Chip Sealcoat Applications: Freshly seal coated surfaces will continue to shed small amount of excess stone after an initial after sweep has been done. Variables affecting the extent of which shedding will occur include wear and tear due to tire twisting, volume of traffic, warmer temperatures, and weathering due to rain, snow, and snow plow use.

Weather: Our quality of work is dependent on good dry weather conditions. As much as we try to complete all work in a timely manner certain weather conditions may require us to reschedule or halt work. Minnesota Roadways Co. shall not be held liable for delays in completion of projects due to inclement weather.

Signature: _____

Date: _____