



CITY COUNCIL AGENDA

Tuesday, May 28, 2024

5:00 p.m. Workshop

6:00 p.m. City Council

EDA Meeting & City Council Meeting

City Council Chambers

310 Elm Street W.

Norwood Young America, MN 55368

WORKSHOP

1. Workshop
 - 1.1 Emerald Ash Borer Information—Mark Streich, PS Director
 - 1.2 Lead Service Line Inventory Update—Mark Steich, PS Director
 - 1.3 Friendship Park Trail—City Staff
 - 1.4 City Bus Follow-up—City Staff
 - 1.5 Soil boring quotes discussion—Councilmen Storms and Administrator Aukrust

EDA

2. CALL A MEETING OF THE EDA TO ORDER
 - 2.1. **Pledge of Allegiance**
 - 2.2. Approve Agenda
 - 2.3. Approve the minutes of April 22, 2024
 - 2.4. Adjournment

CITY COUNCIL MEETING

3. CALL A MEETING OF THE CITY COUNCIL TO ORDER
4. APPROVE AGENDA
5. 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 and 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.)
 - 5.1 Leila Flavion: Certificate of Exemplary Public Service Award—Fire Chief Zumberge
 - 5.2 Carver County Library Presentation—Paul Ericsson and Jodi Edstrom
6. 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 removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
 - 6.1. Approve minutes of May 13, 2024, City Council Meeting
 - 6.2. Approve Payment of Claims
7. PUBLIC HEARING
 - 7.1 No public hearings
8. OLD BUSINESS

9. NEW BUSINESS

- 9.1. Resolution 2024-25 A Resolution Authorizing the Award of a Contract to W.M. Mueller & Sons, Inc. for the Construction of the Railroad Street Infrastructure Improvements Project—Josh Eckstein, Bolton & Menk
- 9.2. Plow truck Quotes—Mark Streich, PS Director
- 9.3. Resolution 2024-26: Support for Carver County Community of Belonging Initiative
- 9.4. City Council Representative on Senior Advisory Commission
- 9.5. 2024 Sanitary Sewer Cleaning and Televising Quotes—Mark Streich, PS Director

10. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

11. ADDITIONAL INFORMATION—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.

- 11.1 Arbor Day Event
- 11.2 Music in the Park – Thursday, June 13th 6:30 pm – Evening sponsored by the City of NYA Council & Commissioners
- 11.3 NEW-Old Town Dedication Event—June 21st @5:00 PM/Dedication Ceremony @6:30 PM

12. ADJOURNMENT

UPCOMING MEETINGS / EVENTS

May 30 th	Special Event: Arbor Day Tree Planting at Prairie Dawn Park	9:00 AM
June 4 th	Planning Commission Meeting	6:00 PM
June 12 th	NYA Food Distribution	12:30 PM
June 12 th	EDC Meeting	6:00 PM
June 13 th	Music in the Park – Sponsored by City of NYA	6:30 PM
June 18 th	Park and Rec Commission Meeting	5:30 PM
June 20 th	Sr. Advisory	9:00 AM
June 21 st	New-Old Town Dedication Event	Starting@5:00 PM/ Ceremony@6:30PM
June 24 th	Workshop/EDA/City Council Meeting	5:00 PM/6:00 PM



TO: Honorable Mayor Lagergren and City Council

FROM: Andrea Aukrust, City Administrator

DATE: May 28, 2024

SUBJECT: Workshop item-NYA Sports Complex Soil Borings Quotes

Please see the enclosed information for soil borings. The sign company requires soil borings for the installation of Norwood Baseball Teams' new scoreboard at Zellmann Field. The quotes came in much higher than anticipated, so we are looking at only having one boring completed, if approved by the Council. Installation expenses for the scoreboard project were not a budgeted item in the 2024 Parks Department or the CIP.

May 14, 2024

Ms. Andrea Aukrust
City of Norwood Young America
PO Box 59
Norwood Young America, MN 55368

RE: **Proposal #05-16A** **Alternate Proposal for Drilling Services**
Proposed Sports Complex Improvements
Norwood Young America, MN

Dear Ms. Aukrust:

Thank you for the opportunity to propose drilling services for the site improvements at the above listed address in Norwood Young America, Minnesota. We understand the project will consist of the installation of a new scoreboard founded on pylons at this location. One (1) boring is proposed to a depth of twenty (20) feet. Our estimated total footage is twenty (20) feet. Standard penetration samples will be collected at 2.5-foot intervals for the first ten feet and every five feet, thereafter, using a 2-inch diameter split-spoon sampler in accordance with ASTM D1587. The borings will be conducted with a truck-mounted rig capable of drilling through normally consolidated soil, but not through rock. The deep boreholes will be sealed with bentonite grout in accordance with MDH requirements.

The following is our estimated cost based on the above scope of services with a truck-mounted rig:

Description	Qty.	Unit Rate	Extension
Project Coordination, Site Meet & Stake Borings, lump sum	1	\$ 450.00	\$ 450.00
Mobilization, Truck-Mounted Rig, Trip	1	\$ 735.00	\$ 735.00
Mobilization, Support Truck & Crew, Trip	1	\$ 245.00	\$ 245.00
SPT Drilling & Sampling, Foot	20	\$ 30.00	\$ 600.00
Environmental Well Sealing, Foot	20	\$ 8.00	\$ 160.00
Letter Report by PE, lump sum	1	\$ 600.00	\$ 600.00
TOTAL:			\$ 2,790.00

Our present schedule will permit us to begin the fieldwork within two weeks of authorization. The fieldwork will take one day to complete. We will contact Gopher One Call to mark public underground utilities, but they will not mark private lines such as irrigation or private electrical lines beyond the meter. If necessary, we anticipate that you will clear a path to the proposed boring location. The letter report will include a summary of our results. If you have any questions, please contact me.

Sincerely,


Tyler T. Burkes, EIT
Assistant Geotechnical Engineer

May 14, 2024

Ms. Andrea Aukrust
City of Norwood Young America
PO Box 59
Norwood Young America, MN 55368

RE: **Proposal #05-16** **Proposal for Drilling Services**
 Proposed Sports Complex Improvements
 Norwood Young America, MN

Dear Ms. Aukrust:

Thank you for the opportunity to propose drilling services for the site improvements at the above listed address in Norwood Young America, Minnesota. We understand the project will consist of the installation of a new scoreboard founded on pylons at this location. Two (2) borings are proposed to a depth of twenty (20) feet. Our estimated total footage is forty (40) feet. Standard penetration samples will be collected at 2.5-foot intervals for the first ten feet and every five feet, thereafter, using a 2-inch diameter split-spoon sampler in accordance with ASTM D1587. The borings will be conducted with a truck-mounted rig capable of drilling through normally consolidated soil, but not through rock. The deep boreholes will be sealed with bentonite grout in accordance with MDH requirements.

The following is our estimated cost based on the above scope of services with a truck-mounted rig:

<u>Description</u>	<u>Qty.</u>	<u>Unit Rate</u>	<u>Extension</u>
Project Coordination, Site Meet & Stake Borings, lump sum	1	\$ 450.00	\$ 450.00
Mobilization, Truck-Mounted Rig, Trip	1	\$ 735.00	\$ 735.00
Mobilization, Support Truck & Crew, Trip	1	\$ 245.00	\$ 245.00
SPT Drilling & Sampling, Foot	40	\$ 30.00	\$ 1,200.00
Environmental Well Sealing, Foot	40	\$ 8.00	\$ 320.00
Letter Report by PE, lump sum	1	\$ 600.00	\$ 600.00
TOTAL:			\$ 3,550.00

Our present schedule will permit us to begin the fieldwork within two weeks of authorization. The fieldwork will take one day to complete. We will contact Gopher One Call to mark public underground utilities, but they will not mark private lines such as irrigation or private electrical lines beyond the meter. If necessary, we anticipate that you will clear a path to the proposed boring location. The letter report will include a summary of our results. If you have any questions, please contact me.

Sincerely,



Tyler T. Burkes, EIT
Assistant Geotechnical Engineer

May 14, 2024

Ms. Andrea Aukrust
City of Norwood Young America
PO Box 59
Norwood Young America, MN 55368

RE: **Proposal #05-16A** **Alternate Proposal for Drilling Services**
Proposed Sports Complex Improvements
Norwood Young America, MN

Dear Ms. Aukrust:

Thank you for the opportunity to propose drilling services for the site improvements at the above listed address in Norwood Young America, Minnesota. We understand the project will consist of the installation of a new scoreboard founded on pylons at this location. **Three (3) borings** are proposed to a depth of twenty (20) feet. Our estimated total footage is sixty (60) feet. Standard penetration samples will be collected at 2.5-foot intervals for the first ten feet and every five feet, thereafter, using a 2-inch diameter split-spoon sampler in accordance with ASTM D1587. The borings will be conducted with a truck-mounted rig capable of drilling through normally consolidated soil, but not through rock. The deep boreholes will be sealed with bentonite grout in accordance with MDH requirements.

The following is our estimated cost based on the above scope of services with a truck-mounted rig:

Description	Qty.	Unit Rate	Extension
Project Coordination, Site Meet & Stake Borings, lump sum	1	\$ 450.00	\$ 450.00
Mobilization, Truck-Mounted Rig, Trip	1	\$ 735.00	\$ 735.00
Mobilization, Support Truck & Crew, Trip	1	\$ 245.00	\$ 245.00
SPT Drilling & Sampling, Foot	60	\$ 30.00	\$ 1,800.00
Environmental Well Sealing, Foot	60	\$ 8.00	\$ 480.00
Letter Report by PE, lump sum	1	\$ 600.00	\$ 600.00
TOTAL:			\$ 4,310.00

Our present schedule will permit us to begin the fieldwork within two weeks of authorization. The fieldwork will take one day to complete. We will contact Gopher One Call to mark public underground utilities, but they will not mark private lines such as irrigation or private electrical lines beyond the meter. If necessary, we anticipate that you will clear a path to the proposed boring location. The letter report will include a summary of our results. If you have any questions, please contact me.

Sincerely,



Tyler T. Burkes, EIT
Assistant Geotechnical Engineer

May 10, 2024

Proposal 24-0310

City of Norwood Young America
310 Elm Street W
PO Box 59
Norwood Young America, MN 55368

Re: Proposal for Geotechnical Exploration, Proposed Scoreboard, Norwood Young America, MN

Haugo Geotechnical Services is pleased to submit this proposal to complete a geotechnical exploration for the proposed scoreboard in Norwood Young America, MN.

Project

The City of Norwood Young America is requesting a geotechnical exploration for the proposed scoreboard located at the Norwood Young America Baseball Field, 417 Elm Street W. It is our understanding that a new scoreboard will be constructed.

This is a revision to our proposal dated May 2, 2024. One soil boring was requested to be deleted from the scope.

Purpose

The purpose of our geotechnical exploration is to characterize subsurface soil and groundwater conditions and evaluate their suitability to support the proposed scoreboard.

Scope of Services

We will provide the following services to help meet the project purpose.

- Complete one (1) standard penetration test soil borings, which will extend to nominal depths of 30 feet.
- Seal the borings in accordance with the Minnesota Department of Health requirements.
- Obtain GPS coordinates and elevations at the soil boring locations.
- Visually classify samples recovered from the soil borings.
- Perform up to (1) moisture content tests on selected samples.
- Prepare soil boring logs describing the soil types/classifications and results of water level measurements.
- Prepare an engineering report summarizing the soil condition and groundwater conditions and provide recommendations for foundation design.

Prior to advancing the soil borings we will contact Gopher State One Call and request they notify the appropriate utility vendors to mark and clear the exploration locations of underground utilities. We request you or your authorized representative notify Haugo Geotechnical Services of the presence of and location of any underground structures or utilities that are not the responsibility of public agencies.

Estimated Cost

We will provide the Investigation/ Engineering services described in this proposal for lump sum fee **\$3,600.**

Additional Services

The soil borings may need to be extended if structurally unfavorable soil conditions have not been penetrated above the intended boring termination depths. If the borings need to be extended beyond their intended termination depths, we will charge an additional **\$24** per lineal foot beyond the original depth to 30', and **\$27** per lineal foot from 30' to 50', and **\$30** per lineal foot from 50'-100'. If deeper borings are required the borings may need to be sealed in accordance with Minnesota Department of Health requirements. We will charge **\$4** per lineal foot to seal the borings, if required. Additional mobilizations, if required, will be charged at **\$650** per mobilization. Snow removal, if required, will be invoiced at **\$175** per hour. In the event that the site is not ready when our crew arrives, we will charge **\$300** per hour of stand-by time. If any private utilities are present on the site, we expect you to locate them in advance or notify us and we will have them located at an additional cost of **\$500**. If they are not located, we will not be responsible for any damage to any unknown utilities. We will contact you prior to exceeding the budget and submit a change order summarizing the costs for your review and authorization.

General

Thank you for the opportunity to present this proposal to you. Please sign and return one copy as our authorization to proceed. We are including the Haugo GeoTechnical Services, General Conditions, which provide additional terms and are part of this agreement.

If you have any questions regarding this proposal and associated scope of services, please contact Lucas Mol at 612-297-4108 (lmol@Haugogts.com).

Sincerely,

HAUGO GEOTECHNICAL SERVICES



Lucas Mol
Project Manager

Attachments: Proposed Soil Boring Locations
General Conditions

Authorization to Proceed

By: _____

Date: _____

Name/Title/Company: _____

General Conditions

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

May 2, 2024

Proposal 24-0310

City of Norwood Young America
310 Elm Street W
PO Box 59
Norwood Young America, MN 55368

Re: Proposal for Geotechnical Exploration, Proposed Scoreboard, Norwood Young America, MN

Haugo Geotechnical Services is pleased to submit this proposal to complete a geotechnical exploration for the proposed scoreboard in Norwood Young America, MN.

Project

The City of Norwood Young America is requesting a geotechnical exploration for the proposed scoreboard located at the Norwood Young America Baseball Field, 417 Elm Street W. It is our understanding that a new scoreboard will be constructed. There are 2 proposed locations for the scoreboard and a soil boring was requested at each location.

Purpose

The purpose of our geotechnical exploration is to characterize subsurface soil and groundwater conditions and evaluate their suitability to support the proposed scoreboard.

Scope of Services

We will provide the following services to help meet the project purpose.

- Schedule private utility locates.
- Complete two (2) standard penetration test soil borings, which will extend to nominal depths of 30 feet.
- Seal the borings in accordance with the Minnesota Department of Health requirements.
- Obtain GPS coordinates and elevations at the soil boring locations.
- Visually classify samples recovered from the soil borings.
- Perform up to (4) moisture content tests on selected samples.
- Prepare soil boring logs describing the soil types/classifications and results of water level measurements.
- Prepare an engineering report summarizing the soil condition and groundwater conditions and provide recommendations for foundation design.

Prior to advancing the soil borings we will contact Gopher State One Call and request they notify the appropriate utility vendors to mark and clear the exploration locations of underground utilities. We request you or your authorized representative notify Haugo Geotechnical Services of the presence of and location of any underground structures or utilities that are not the responsibility of public agencies.

Estimated Cost

We will provide the Investigation/ Engineering services described in this proposal for lump sum fee **\$5,455.**

Additional Services

The soil borings may need to be extended if structurally unfavorable soil conditions have not been penetrated above the intended boring termination depths. If the borings need to be extended beyond their intended termination depths, we will charge an additional **\$24** per lineal foot beyond the original depth to 30', and **\$27** per lineal foot from 30' to 50', and **\$30** per lineal foot from 50'-100'. If deeper borings are required the borings may need to be sealed in accordance with Minnesota Department of Health requirements. We will charge **\$4** per lineal foot to seal the borings, if required. Additional mobilizations, if required, will be charged at **\$750** per mobilization. Snow removal, if required, will be invoiced at **\$175** per hour. In the event that the site is not ready when our crew arrives, we will charge **\$300** per hour of stand-by time. If any private utilities are present on the site, we expect you to locate them in advance or notify us and we will have them located at an additional cost of **\$500**. If they are not located, we will not be responsible for any damage to any unknown utilities. We will contact you prior to exceeding the budget and submit a change order summarizing the costs for your review and authorization.

General

Thank you for the opportunity to present this proposal to you. Please sign and return one copy as our authorization to proceed. We are including the Haugo GeoTechnical Services, General Conditions, which provide additional terms and are part of this agreement.

If you have any questions regarding this proposal and associated scope of services, please contact Lucas Mol at 612-297-4108 (lmol@Haugogts.com).

Sincerely,

HAUGO GEOTECHNICAL SERVICES



Lucas Mol
Project Manager

Attachments: Proposed Soil Boring Locations
General Conditions

Authorization to Proceed

By: _____ Date: _____

Name/Title/Company: _____

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treator, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

May 7, 2024

Proposal QTB196274

Ms. Andrea Aukrust
Norwood Young America Sports Complex- Scoreboard
310 Elm Street West
Norwood Young America, MN 55368

Re: Proposal for a Geotechnical Evaluation
Norwood Young America Sports Complex - Scoreboard
417 Elm Street West
Norwood Young America, Minnesota

Dear Ms. Aukrust:

Braun Intertec Corporation is pleased to submit this proposal to complete a geotechnical evaluation for the proposed scoreboard installation at the Norwood Young America Sports Complex in Norwood Young America, Minnesota.

Project Information

Per conversations with you, we understand the proposed project will include the construction of a new scoreboard at Norwood Young America Sports Complex. At the time of this proposal, the exact scoreboard location was unknown to us. Upon award of the project, we can meet and further discuss potential locations and access constraints.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the scoreboard's foundation support.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on a review of the site, we propose to utilize our Geoprobe drill rig. The GeoProbe rig is operated by remote control and its smaller size allows navigation of more narrow and sloping paths and can lessen impacts to vegetation or ground surface.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected after consultation with you, and obtain surface elevations at those locations using GPS. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, our fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon our request, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Penetration Test Borings

We propose to drill two standard penetration test (SPT) borings for the project. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 14 1/2 feet.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the borings with grout.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	2	D2216	Soil classification, moisture condition, and engineering properties
Atterberg limits	1	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Percent passing #200 sieve	2	D1140	Soil classification, and evaluate frost susceptibility

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to foundation design and performance.

Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.

- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site material during construction.
- Recommendations for preparing structure subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of foundation support for the proposed scoreboard.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – Within about 9 weeks following receipt of written authorization.
- Field exploration – 1 day on site to complete the work.
- Classification and laboratory testing – Within 1 week after completion of field exploration.
- Preliminary results – Within 1 week after completion of field exploration.
- Final report submittal – Within 3 weeks after completion of field exploration.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$6,410. Table 2 provides a breakdown of the proposed fees.

Table 2. Proposed Fee Breakdown

Service	Fee
Staking and Utility Clearance	\$970
Private Utility Locator	300
Drilling	2,000
Laboratory Testing	380
Coordination, Engineering Analysis, and Report	2,555
Total	\$6,205

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$300 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.


To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Saujan Niraula at 785.551.8166 (sniraula@braunintertec.com) or Josh Kirk at 507.514.1348 (jkirk@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Saujan Niraula, EIT
Staff Engineer



Joshua L. Kirk, PE
Director, Senior Engineer

Attachments:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

May 9, 2024

Proposal QTB196274

Ms. Andrea Aukrust
City of Norwood Young America
310 Elm Street West
Norwood Young America, MN 55368

Re: Proposal for a Geotechnical Evaluation
Norwood Young America Sports Complex - Scoreboard
417 Elm Street West
Norwood Young America, Minnesota

Dear Ms. Aukrust:

Braun Intertec Corporation is pleased to submit this proposal to complete a geotechnical evaluation for the proposed scoreboard installation at the Norwood Young America Sports Complex in Norwood Young America, Minnesota.

Project Information

Per conversations with you, we understand the proposed project will include the construction of a new scoreboard at Norwood Young America Sports Complex. At the time of this proposal, the exact scoreboard location was unknown to us. Upon award of the project, we can meet and further discuss potential locations and access constraints.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the scoreboard's foundation support.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on a review of the site, we propose to utilize our Geoprobe drill rig. The GeoProbe rig is operated by remote control and its smaller size allows navigation of more narrow and sloping paths and can lessen impacts to vegetation or ground surface.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected after consultation with you, and obtain surface elevations at those locations using GPS. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, our fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon our request, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Penetration Test Borings

We propose to drill one standard penetration test (SPT) boring for the project. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 14 1/2 feet.

If the intended boring depth do not extend through unsuitable material, we will extend the boring at least 5 feet into suitable material at greater depths. If we identify a need for deeper boring, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the boring encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring log.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration location immediately after completing the drilling. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depth, we currently do not anticipate having to seal the boring with grout.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	1	D2216	Soil classification, moisture condition, and engineering properties
Atterberg limits	1	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Percent passing #200 sieve	1	D1140	Soil classification, and evaluate frost susceptibility

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to foundation design and performance.

Report

We will prepare a report including:

- A sketch showing the exploration location.
- Log of the boring describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.

- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site material during construction.
- Recommendations for preparing structure subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of foundation support for the proposed scoreboard.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – Within about 9 weeks following receipt of written authorization.
- Field exploration – 1 day on site to complete the work.
- Classification and laboratory testing – Within 1 week after completion of field exploration.
- Preliminary results – Within 1 week after completion of field exploration.
- Final report submittal – Within 3 weeks after completion of field exploration.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$6,410. Table 2 provides a breakdown of the proposed fees.

Table 2. Proposed Fee Breakdown

Service	Fee
Staking and Utility Clearance	\$810
Private Utility Locator	300
Drilling	1,600
Laboratory Testing	265
Coordination, Engineering Analysis, and Report	1,950
Total	\$4,925

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$300 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Saujan Niraula at 785.551.8166 (sniraula@braunintertec.com) or Josh Kirk at 507.514.1348 (jkirk@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION


Saujan Niraula, EIT
Staff Engineer


Joshua L. Kirk, PE
Director, Senior Engineer

Attachment:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



ECONOMIC DEVELOPMENT AUTHORITY MINUTES

April 22, 2024

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

Attendance:

ATTENDEES: Carol Lagergren, Mike McPadden, Charlie Storms, Brooke Allen, Craig Heher

ABSENT: None

STAFF: Andrea Aukrust, City Administrator; Karen Hallquist, Community and Economic Development Director; Mitchell Thiesfeld, City Clerk/Finance Director

OTHERS: Nick Anhut, Ehlers; Alan Hermann, SmartLink – Scott/Carver County; LaVonne Kroells, 131 Lake St; Al Sherwood, Chanhassen; David Newman, Expert Construction, Inc; Wendy & Mark Conch, Beyond the Yellow Ribbon; Renee Panning, Beyond the Yellow Ribbon; Dell Brelje, 205 1st Ave SE; Kelly Lueck, Hamburg; Joe Kube, 811 W Elm St – Norwood Baseball

2. Call EDA Meeting to Order

Mayor Lagergren called the EDA meeting to order at 6:00 PM with all members present.

2.1 Pledge of Allegiance

The Pledge of Allegiance was said by all present

2.2 Approve Agenda

Motion: MM/CH to approve the agenda as submitted. Motion passed 5-0.

2.3 Approve minutes of March 25, 2024, meeting

Motion: CH/MM to approve the minutes as submitted. Motion passed 5-0.

2.3 Adjournment

Motion: MM/CS Motion to adjourn at 6:01 p.m. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Mitchell Thiesfeld, Clerk/Finance Director



TO: Mayor Lagergren and City Council Members

FROM: Andrea Aukrust, City Administrator

DATE: May 28, 2024

RE: Key to the City for Exemplary Public Service Award—Leila Flavion

It is with immense pride and joy that the City of Norwood Young America celebrates the exceptional achievements of Leila Flavion.

This is Leila's first year as a Girl Scout Daisy. She is very enthusiastic about being a Daisy, especially selling cookies! Leila sold so many cookies that she even sold out the entire inventory of her troop's cookies!

On her final day of sales, Daisy Leila was selling cookies door to door. As she and her mom were about to move on to the next house, they heard a loud knock from inside the home they had just visited. Peering in, they saw an older woman on the ground, unable to reach a phone after having fallen hours earlier.

At that moment, Leila remained very calm, stayed with the woman, and watched her baby brother while her mom went to fetch the neighbor. Her poise and maturity in such a situation were truly inspiring.

Once the woman was safe, Leila's determination shone through as she continued selling the remaining cookies to make sure her troop's goals were met.

Leila, you have shown us what being a Girl Scout Daisy truly means. You have shown such kindness and dedication in your first year as a Daisy. May you continue to be an example of leadership and compassion. We are so grateful to have you as part of our community.

Please join me in congratulating Leila Flavion on her Exemplary Public Service Award!

Congratulations!



CITY COUNCIL MINUTES

May 13, 2024 – 6 p.m.
City Council Chambers
310 Elm Street W.
Norwood Young America, MN 55368

Attendance:

ATTENDEES: Carol Lagergren, Mike McPadden, Charlie Storms, Brooke Allen, Craig Heher

ABSENT: None

STAFF: Andrea Aukrust, City Administrator; Karen Hallquist, Community and Economic Development Director; Mark Streich, Public Service Director; Steve Zumberge, Fire Chief

OTHERS: Larry Panning, NYA; Dan Stender, NYA

CITY COUNCIL MEETING

1. CALL A MEETING OF THE CITY COUNCIL TO ORDER

Mayor Lagergren called the meeting to order at 6:00 pm with all council members present.

- The Pledge of Allegiance was said by all.

2. APPROVE AGENDA

2.1. Addition 7.6 Transient Permit – Sweet Wink's, LLC

CS/CH Motion to approve the agenda with the addition of 7.6. Motion passed 5-0.

3. INTRODUCTIONS, PRESENTATIONS, PROCLAMATIONS, AWARDS, AND PUBLIC COMMENT

3.1. Introduction of Deputy Sheriff Jesse Lee to the City Council

- Started as the new town liaison on January 15th, 2024.
- No trends in crime so far
- Reminder to lock vehicles overnight.

3.2. Larry Panning, 324 Fourth Street SW

- Asking for an update at the Heritage Center
- Mayor Lagergren gave an update that there are no funds to finish at this time.
- Administrator Aukrust also mentioned that the moisture issues continue in the Heritage Center.

4. CONSENT AGENDA

4.1 Approve minutes of April 22, 2024, City Council Workshop

4.2 Approve minutes of April 22, 2024, City Council Meeting

4.3 Approve Payment of Claims

4.4 Personnel Committee Recommendation—Public Service Technician-Zachary Heiland

4.5 Personnel Committee Recommendation—Summer Seasonals-Jack Bursey & Paul Willems

4.6 Personnel Committee Recommendation—Recycling Center Attendant-Richard Steinhagen

4.7 Liquor License Renewals—2024-2025

4.8 NYA Area Chamber of Commerce Street Closing Request—Springfest

CH/MM Motion to approve the consent agenda. Motion passed 5-0.

5. PUBLIC HEARING

5.1. No public hearings

6. OLD BUSINESS

6.1. None

7. NEW BUSINESS

7.1. Resolution 2024-24 Variance for Shed at 108 Hilltop Cir – Karen Hallquist, CEDD

- The proposed shed is 12x24, totaling 288 square feet.
- The Planning Commission voted unanimously to recommend approval of the request variances, subject to the following conditions:
 - A building permit application shall be submitted and approved prior to construction of the shed.
 - The shed may not be constructed on any type of permanent foundation.
 - It is the property owner's responsibility to move the shed if needed to facilitate an allowable public improvement within the easement.

CH/MM Motion to adopt Resolution 2024-24 to approve the requested variance at 108 Hilltop Circle, subject to the three recommended conditions. Motion passed 5-0.

7.2. Ordinance 373 – Second Reading Amending the Zoning Map—Karen Hallquist, CEDD

- Rezoning of all B-1 Business Industrial parcels to I-1 Light Industrial.
- Rezoning of PIDs 586520890, 580760120, and 586530440 from R-1 Low Density Single Family Residential to P-1 Parks/Open Space.

MM/CH motion to approve the second reading and to public Ordinance Number 373, amending Section 1225.02 of the Zoning Ordinance. Motion passed 5-0.

7.3. Central Public School – Underpass Art Proposals – Karen Hallquist, CEDD

- The theme of the designs continues to be “Kindness, Community & Current Events”.
- There will be 15 students working on the projects in total.
- City staff will paint an anti-graffiti coat once the murals are completed.

CS/BA Motion to approve the proposed artwork designs to be added to the Hwy 212 underpass murals. Motion passed 5-0.

7.4. Cemetery lawnmowing quote—Mark Streich, PS Director

- The City received one (1) quote from Orr Contracting LLC for \$650.00 per cut.
- Not many businesses want to do cemeteries due to weed whipping and the special care that cemeteries require.
- Cannot have City staff do this as summer staff has a lot of unique projects this summer.
- Lawnmowing will be once weekly at the most or whenever needed.
- The \$650 quote is for all cemeteries.

MM/CS Motion to approve the quote submitted by Orr Contracting LLC to provide lawn care maintenance at the city cemeteries in the amount of \$650.00 per cut. Motion passed 5-0.

7.5. Tanker truck quote—Fire Chief Zumberge

- NYAFD Tanker 11 was scheduled to be replaced in 2023.
- The truck committee has received a state bid from Midwest Fire Equipment & Repair Co. of \$338,579 for the following:
 - One All-Poly Series 2000 Gallon Tanker and One New Freightliner M2-106 Chassis
 - The Fire Relief Association donated \$10,000, which is from an \$8,000 donation from an anonymous Township member, along with a \$2,000 donation from Stiftungsfest.
- The City of NYA will cover 25%, which is \$82,145, and the Five Townships are under contract for the other 75%, which is \$246,434.
- Tanker trucks are primarily used/necessary in the country.
- The funds from the sale of Tanker 11 are TBD.

BA/CS Motion to approve purchase agreement for a new Tanker from Midwest Fire Equipment & Repair Co. for \$338,579.00. Motion passed 5-0.

7.6. Transient Merchant Permit – Sweet Wink’s, LLC

- Came in after the Council Packet was made.

CS/CH Motion to approve the transient merchant application from Matthew Winkleman, doing business as Sweet Wink’s, LLC, and not to exceed 120 consecutive days at any one location as listed in Chapter Three Section 310 of the city code. Motion passed 5-0.

8. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

BA – Parks and Rec have not yet met this month.

CS – Last Tuesday's planning commission meeting had one item that was approved.

MM – The Small Business seminar last week Wednesday went well.

CH – None

CL – Since COVID-19, the City of NYA has had 26 new small businesses open in town. Four ribbon cuttings in town so far in 2024. Was also at the Metro Mobility meeting which talked about the Loop Program, which is coming later this summer. Bongard’s Farmer Market vendors are returning and will be in town this summer. City-wide cleanup was a success; we filled up five trucks.

AA–2025 4th Ave Project was selected as one of Congressman Tom Emmer’s community project funding submissions for 2025. The City asked for 1.6 million. Only a few are selected, but the City is in the running.

KH – Senior Dance was a huge hit. 61 total tickets were sold. On May 30th, there will be an Arbor Day event at Prairie Dawn Park to plant trees around the trail.

9. ADDITIONAL INFORMATION

9.1. None

10. ADJOURNMENT

BA/CS Motion to adjourn at 6:34 pm. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Mitchell Thiesfeld, City Clerk-Finance Director



VOUCHER LIST / CLAIMS ROSTER
and CHECK SEQUENCE

To Be Approved: May 28, 2024

Payroll EFT

Check #	508752 - 508776	Pay Period 11	\$	43,469.64
Check #	-			

Prepays

Check #	35451	Leage of MN Cities	\$	5,000.00
Check #				

Electronic Payments

Check #	1683	MN Healthcare Consortium	\$	11,567.64
Check #	1684	Sun Life Assurance	\$	673.59
Check #				
Check #				

Claims Pending Payment

Check #	35452 - 35484		\$	68,321.10
Check #				
Check #				

Voided Checks

Check # 508751 ,

Grand Total (excluding voided checks)	\$	129,031.97
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NORWOOD YOUNG AMERICA

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*Check Detail Register©

10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
35452	05/23/24	ACOUSTICAL SERVICES			
E 101-45200-223		Repair/Maintenance Bldg/	\$3,425.00	ASI-101119	CUTTING FEE AND PAINTED FACES AND EDGES - PROJECT# 145445
		Total	\$3,425.00		
35453	05/21/24	ARNOLDS OF GLENCOE, INC.			
E 275-43100-543		Capital Outlay-Equipment	\$5,750.00	E02078	2022 KUBOTA ZD1211L-3-72 72" DIESEL ZERO TURN
		Total	\$5,750.00		
35454	05/22/24	BOUNDTREE MEDICAL			
E 101-42200-210		Operating Supplies	\$51.53	8534471	SPIT SOCK FACE COVER
		Total	\$51.53		
35455	05/22/24	BRAD PETERSON CONSULTING			
E 101-41500-310		Other Professional Servic	\$412.50	2123	TROUBLESHOOTING, CEILING INSTALL, CROWDSTRIKE REMOVAL, GODADDY CHANGES
		Total	\$412.50		
35456	05/22/24	BRYAN ROCK PRODUCTS, INC.			
E 101-45200-223		Repair/Maintenance Bldg/	\$194.98	64135	RED BALL DIAMOND AGG - TICKET# 254635
		Total	\$194.98		
35457	05/21/24	CARDENAS, BRITTANY			
R 101-45200-34735		Park Rental	\$25.00		MONEY ORDER REPLACEMENT FEE
		Total	\$25.00		
35458	05/21/24	CARVER COUNTY			
E 101-43100-224		Street Maint Materials	\$122.42	PW-6296	SEAL COAT CHIPS (2/15/23)
		Total	\$122.42		
35459	05/22/24	DELTA DENTAL			
G 101-21714		Dental Insurance	\$994.34	RIS00057327	DENTAL INSURANCE
		Total	\$994.34		
35460	05/21/24	ECM PUBLISHERS INC			
E 101-41400-350		Print/Publishing/Postage	\$525.00	997998	RAILROAD STREET IMPROVEMENTS
		Total	\$525.00		
35461	05/21/24	EHLERS AND ASSOCIATES, INC			
E 101-41400-310		Other Professional Servic	\$528.75	97625	INTERIM STAFFING - CLERK/TREASURER
		Total	\$528.75		
35462	05/22/24	FIRE SAFETY USA			
E 101-42200-210		Operating Supplies	\$210.00	186784	FIRST WATCH & HIGH VIZ
		Total	\$210.00		
35463	05/23/24	HALLQUIST, KAREN			
E 101-41400-331		Travel/Meeting Expense	\$25.46		MANAGEMENT MEETING - KWIK TRIP
E 101-41400-331		Travel/Meeting Expense	\$125.78		MANAGEMENT MEETING - POTBELLY
E 830-41320-470		Donation Expense	\$12.98		SENIOR DANCE - ICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 830-41320-470		Donation Expense	\$44.70		SENIOR DANCE - DESSERTS
		Total	\$208.92		
35464	05/21/24	HAWKINS WATER TREATMENT GROUP			
E 101-49860-216		Chemicals and Chem Pro	\$10.00	6757448	CHLORINE CYLINDER
E 101-49860-216		Chemicals and Chem Pro	\$30.00	6757888	CHLORINE CYLINDER
E 602-49450-216		Chemicals and Chem Pro	\$30.00	6757941	SULFUR DIOXIDE CYLINDER
E 601-49400-221		Repair/Maintenance Equip	\$89.16	6762940	TUBING CONNECTOR
		Total	\$159.16		
35465	05/21/24	HEDTKE, CHERYL			
E 831-45250-470		Donation Expense	\$565.04		NYACIP FLOWERS
		Total	\$565.04		
35466	05/22/24	LEAGUE OF MN CITIES INS. TRUST			
E 101-41400-151		Workers Comp: Insurance	\$909.32		WORKERS' COMP COVERAGE PREMIUM
E 101-41110-151		Workers Comp: Insurance	\$20.84		WORKERS' COMP COVERAGE PREMIUM
E 101-45200-151		Workers Comp: Insurance	\$2,804.49		WORKERS' COMP COVERAGE PREMIUM
E 602-49450-151		Workers Comp: Insurance	\$1,749.84		WORKERS' COMP COVERAGE PREMIUM
E 101-43100-151		Workers Comp: Insurance	\$8,667.32		WORKERS' COMP COVERAGE PREMIUM
E 601-49400-151		Workers Comp: Insurance	\$1,430.10		WORKERS' COMP COVERAGE PREMIUM
E 101-41110-151		Workers Comp: Insurance	\$46.02		WORKERS' COMP COVERAGE PREMIUM
E 101-42200-151		Workers Comp: Insurance	\$6,683.45		WORKERS' COMP COVERAGE PREMIUM
E 101-49860-151		Workers Comp: Insurance	\$618.64		WORKERS' COMP COVERAGE PREMIUM
E 101-43100-151		Workers Comp: Insurance	\$214.61		WORKERS' COMP COVERAGE PREMIUM
E 101-41940-151		Workers Comp: Insurance	\$471.37		WORKERS' COMP COVERAGE PREMIUM
		Total	\$23,616.00		
35467	05/21/24	MAYER LUMBER CO.			
E 101-43100-223		Repair/Maintenance Bldg/	\$202.67	244524	CEDAR SPLIT RAIL & CEDAR LINE POST
E 101-45200-223		Repair/Maintenance Bldg/	\$181.72	244822	FIR,SYP SEL ST HEM & SPRUCE
E 101-45200-223		Repair/Maintenance Bldg/	\$237.20	244845	FIR,SYP SEL ST HEM & FIR,SYP
		Total	\$621.59		
35468	05/21/24	MENARDS - HUTCHINSON			
E 101-43100-223		Repair/Maintenance Bldg/	\$329.99	81611	60PINT DEHUM W/PMP
		Total	\$329.99		
35469	05/21/24	MID-COUNTY CO-OP OIL ASSN			
E 101-43100-212		Motor Fuels	\$1,295.77	69291	#2 PREM DSL DYED W/ST
E 101-42200-212		Motor Fuels	\$83.04	69291	#2 PREM DSL DYED W/ST
E 101-43100-212		Motor Fuels	(\$39.85)	69291	BULK FUEL DISCOUNT
E 101-45200-223		Repair/Maintenance Bldg/	\$102.43	9702	CORNERSTONE PLUS
E 101-43100-223		Repair/Maintenance Bldg/	\$530.75	9755	CORNERSTONE PLUS
		Total	\$1,972.14		
35470	05/21/24	MINI BIFF			
E 101-45200-418		Other Rentals (Biffs)	\$88.04		BIFF RENTALS - CLEAR UP OVERPAYMENT
E 101-45200-418		Other Rentals (Biffs)	\$158.10	A-148288	FRIENDSHIP PARK - EVENT LIBERTY TAN BIG TANK
		Total	\$246.14		

NORWOOD YOUNG AMERICA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
35471	05/22/24	MN DEPARTMENT OF HEALTH			
G 601-20281		MDH FEE	\$3,350.00		COMMUNITY WATER SUPPLY SERVICE CONNECTION FEE
		Total	\$3,350.00		
35472	05/21/24	MN VALLEY ELECTRIC COOPERATIVE			
E 603-49500-381		Electric Utilities	\$290.99		13150 TACOMA AVE PUMP - ACCT# 337411311
		Total	\$290.99		
35473	05/23/24	MVTL			
E 602-49450-217		Lab Fees	\$45.70	1253444	PHOSPHORUS
E 602-49450-217		Lab Fees	\$45.70	1253549	PHOSPHORUS
		Total	\$91.40		
35474	05/21/24	NAPA			
E 101-43100-221		Repair/Maintenance Equip	\$15.87	371620	NON-CHLOR BRAKE CLNR
E 101-45200-221		Repair/Maintenance Equip	\$6.25	371673	OIL SEAL
E 101-45200-221		Repair/Maintenance Equip	\$15.99	372161	SPIN-ON FLUID FILTER
		Total	\$38.11		
35475	05/22/24	PERFORMANCE PLUS LLC			
E 101-42200-208		Medical-Physicals	\$387.00	50452	MOLNAU - PREPLACEMENT MEDICAL EXAM, PHYSICIAN CONSULTATION, DRUG SCREEN, MASK FIT
		Total	\$387.00		
35476	05/21/24	PROSHRED MINNESOTA			
E 101-41400-384		Refuse/Garbage Disposal	\$50.00	26690	EXECUTIVE CONSOLE
		Total	\$50.00		
35477	05/22/24	ULTIMATE SAFETY CONCEPTS, INC.			
E 101-42200-210		Operating Supplies	\$236.91	211306	CAL GAS, 10 PPM H CYANIDE HCN/AIR
		Total	\$236.91		
35478	05/21/24	UNUM LIFE INSURANCE CO			
G 101-21715		Life Ins	\$212.87		GROUP LIFE INSURANCE
		Total	\$212.87		
35479	05/21/24	WENZEL, PAT			
E 101-49860-207		Training Instructional	\$210.00		TEAGAN WENZEL LIFEGUARD CLASS
		Total	\$210.00		
35480	05/22/24	WEST METRO TRUCK REPAIR			
E 101-42200-221		Repair/Maintenance Equip	\$721.04	101804	BATTERIES - 1995 FORD F-800 RED TANKER - PLATE# FIRETRUCK
		Total	\$721.04		
35481	05/23/24	WILSONS NURSERY LLC			
E 101-46100-223		Repair/Maintenance Bldg/	\$3,262.00	27579	TREES - ORDER# 29942
		Total	\$3,262.00		
35482	05/21/24	WM MUELLER & SONS INC			
E 492-43100-500		Capital Outlay	\$1,296.75	0C1.128833 - MERGER STREET PROJECT - PAYMENT# 5	

NORWOOD YOUNG AMERICA

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10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-224		Street Maint Materials	\$565.60	298853	3/8" VIRGIN FINE
E 101-45200-223		Repair/Maintenance Bldg/	\$232.80	299142	3/8" VIRGIN FINE
E 101-43100-224		Street Maint Materials	\$166.40	299482	3/8" VIRGIN FINE
		Total	\$2,261.55		
35483	05/21/24	XCEL ENERGY			
E 601-49400-381		Electric Utilities	\$2,746.97	876370404	ELECTRICAL UTILITIES - WATER
E 101-42500-381		Electric Utilities	\$11.64	877632500	ELECTRICAL UTILITIES - CIVIL DEFENSE
E 101-43100-380		Street Lighting	\$5,822.56	877632500	ELECTRICAL UTILITIES - STREET LIGHTS
E 101-43100-381		Electric Utilities	\$407.37	877632500	ELECTRICAL UTILITIES - STREETS
E 101-45200-381		Electric Utilities	\$813.57	877632500	ELECTRICAL UTILITIES - PARK
E 101-45500-381		Electric Utilities	\$845.54	877632500	ELECTRICAL UTILITIES - LIBRARY
E 601-49400-381		Electric Utilities	\$245.14	877632500	ELECTRICAL UTILITIES - WATER
E 602-49450-381		Electric Utilities	\$4,513.26	877632500	ELECTRICAL UTILITIES - WWTP
E 101-49860-381		Electric Utilities	\$326.96	877632500	ELECTRICAL UTILITIES - POOL
E 101-41940-381		Electric Utilities	\$1,222.25	877632500	ELECTRICAL UTILITIES - BLDGS
E 101-42200-381		Electric Utilities	\$283.56	877632500	ELECTRICAL UTILITIES - FD
		Total	\$17,238.82		
35484	05/21/24	ZELLMANN, CLAUDETTE			
E 601-49400-432		Refund	\$5.96		UB FINAL CALC
E 602-49450-432		Refund	\$5.95		UB FINAL CALC
		Total	\$11.91		
		10100 CHECKING	\$68,321.10		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$46,102.86
275 CAPITAL	\$5,750.00
492 Merger Street Project	\$1,296.75
601 WATER FUND	\$7,867.33
602 SEWER FUND	\$6,390.45
603 STORM WATER UTILITY	\$290.99
830 DONATIONS	\$57.68
831 DONATIONS - NYA CIP	\$565.04
	\$68,321.10

NORWOOD YOUNG AMERICA

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10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
35451	05/22/24	LEAGUE OF MN CITIES INS. TRUST			
E 101-43100-365		Insurance Claims	\$5,000.00	8893	P&C DEDUCTIBLE - CLAIM# 28411
		Total	\$5,000.00		
		10100 CHECKING	\$5,000.00		

Fund Summary

10100 CHECKING

101 GENERAL FUND	\$5,000.00
	\$5,000.00



TO: Mayor Lagergren and City Council Members

FROM: Andrea Aukrust, City Administrator

DATE: May 28, 2024

RE: Resolution 2024-25 Resolution Authorizing the Award of a Contract to W.M. Mueller & Sons, Inc. for the Construction of the Railroad Street Infrastructure Improvements Project

The Abstract of Bids, Award Recommendation Letter from Bolton & Menk, and Resolution 2024-25 are enclosed for your review. Josh Eckstein, Bolton & Menk, Inc., will present the Abstract of Bids during the meeting.

- ❖ Railroad Street Infrastructure Improvements Project Abstract of Bids
- ❖ Bolton & Menk Memo- Award Recommendation Letter
- ❖ Resolution 2024-25 Resolution Authorizing the Award of a Contract to W.M. Mueller & Sons, Inc. for the Construction of the Railroad Street Infrastructure Improvement Project

Recommended Motion:

Motion to approve Resolution 2024-25 Authorizing the Award of a Contract to W.M. Mueller & Sons, Inc. for the Construction of the Railroad Street Infrastructure Improvements Project.

**CITY OF NORWOOD YOUNG AMERICA
RESOLUTION 2024-25**

**Resolution Authorizing the Award of a Contract to
W.M. Mueller & Sons, Inc. for the Construction
of the Railroad Street Infrastructure Improvements Project**

WHEREAS, the Railroad Street Infrastructure Improvements Project includes the reconstruction of Railroad Street from Faxon Road to Morse Street and Reform Street to Progress Street, and misc. utility improvements; and

WHEREAS, pursuant to Resolution 2024-19 adopted by the Norwood Young America City Council on April 22, 2024, the solicitation of bids was authorized for the Railroad Street Infrastructure Improvements Project; and,

WHEREAS, the project was advertised and six bids were received and publicly opened and read at 10:00 a.m. on May 21, 2024; and

NOW THEREFORE BE IT RESOLVED, the Norwood Young America City Council hereby authorizes the approval of the construction contract with W.M. Mueller & Sons, Inc. in the amount of \$2,212,328.55 for the Railroad Street Infrastructure Improvements Project.

Adopted by the council this 28th day of May 2024.

Approved:

•

Carol Lagergren, Mayor

Attest:

Mitchell Thiesfeld, City Clerk - Treasurer



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

May 22, 2024

City of Norwood Young America
Attn: Andrea Aukrust
310 Elm St. W
Norwood Young America, MN 55368

RE: Railroad Street Infrastructure Improvements Project - Award Recommendation Letter

Honorable Mayor and City Council Members:

Bids were received for the above referenced project on May 21, 2024. Six bids were received and are tabulated below. The proposed work includes all materials and labor necessary to construct the Railroad Street Infrastructure Improvements Project. The low bid was submitted by W.M. Mueller & Sons, Inc. of Hamburg, MN.

CONTRACTOR	TOTAL AMOUNT BID
Wm. Mueller & Sons, Inc.	\$2,212,328.55
GMH Asphalt Corporation	\$2,384,277.75
Park Construction	\$2,507,596.65
LaTour Construction, Inc.	\$2,510,800.90
Northdale Construction Company, Inc.	\$2,736,801.09
R & R Excavating, Inc.	\$2,966,166.86

Evaluation of the bids indicates the bidding process was competitive. The low bid submitted was 25% below the engineer's estimated amount of \$2,954,885.50 and 25.5% below the high bid of \$2,966,166.86.

W.M. Mueller & Sons, Inc. has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award a contract in the amount of **\$2,212,328.55** to W.M. Mueller & Sons. I am open to discuss this information with you and answer any questions you or the City Council may have.

Respectfully Submitted,
BOLTON & MENK, INC.

Joshua Eckstein, P.E.

Cc: Jake Saulsbury, Bolton & Menk, Inc.
Philip Schrupp, Bolton & Menk, Inc.



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Community & Economic Development Director

DATE: May 28, 2024

SUBJECT: Resolution 2024-26; Support for Carver County Community of Belonging

Carver County Public Health launched the Communities of Belonging initiative in late 2021 after “belonging” and “well-being” were identified as needs in the 2020-2024 Carver County Community Health Improvement Plan (CHIP).

“The Community Health Improvement Plan (CHIP) is a strategic planning tool for improving the health of Carver County. The Carver County Public Health Department facilitates a planning process with a variety of partners, including non-profit organizations, public agencies, health care, businesses, and the faith community. The strengths, needs, and interests of the community drive the planning process. This information is then used to develop the CHIP, which includes specific strategies to enhance the health of the county.” Carver County Health & Human Services

What is a Community of Belonging?

- Welcoming individuals of all natures make communities unique and unified.
- Interaction is strong and people are connected.
- All people, at all times, are welcomed.
- All people have a sense of safety and security and have fair opportunities to live and work.
- Belonging benefits everyone and the community as a whole through stronger social and emotional ties for a feeling of well-being, which makes the communities safer, economically stronger, and more resilient.
- Partnerships form among diverse groups to volunteer and share efforts for the betterment of the community.

Active Communities of Belonging groups throughout the county work with their local governments, schools, non-profits, worship centers, etc. to further their efforts with events, support, and education.

The community of Norwood Young America shares these same efforts with the good work being done by the City of NYA, the NYA Area Chamber of Commerce, local civic organizations, non-profits, churches, foundations, schools, and more. The following is a sampling of what Norwood Young America, “more than a place, it’s home,” offers its residents and visitors to belong.

- City of NYA monthly newsletter, Willkommen to NYA packets for new residents and businesses, and active social media for up-to-date communications
- Community festivals and events such as Stiftungsfest, Springfest, Central Craft Sale, National Night Out, Town Team Baseball games, Car shows, and Holiday Extravaganza, Arbor Day, Small Business events, Morning Mocha, etc.
- Community gardens
- Partnerships with the schools for projects such as the walking track, artwork/murals

- NYA Senior Center, Senior Lunch & Learns, Senior Dance, and other efforts of communication to provide resources for the local senior citizens
- Free food distributions – monthly and weekly (summer)
- Music in the Park series
- Ribbon cuttings for new businesses
- A new farmers market and Fare For All
- ...and many more

Recommended Motion

Motion to adopt Resolution 2024-26; A Resolution of Support for Carver County Communities of Belonging and declare Norwood Young America a “Community of Belonging.”



Communities
of Belonging

A Collective Journey Toward a Better Tomorrow

Why Communities of Belonging?

- **Communities are not about the individual.** They are a collection of individuals who together create what makes each community unique. The stronger and more unified that collection of individuals is, the stronger the community will be.
- Communities of Belonging is based on that concept—that a community should be a place where people are truly connected and know each other, care about each other, and take care of each other – even if everyone does not agree on very many issues. **The result of that interaction is a stronger and better community that benefits everyone living in it.**
- **A Community of Belonging welcomes all people, at all times**—no matter their age, gender, faith traditions, income, race, ethnicity, language, occupation, sexual orientation, political ideology, physical ability, or anything else that makes them the unique individual that they are.
- **All people seek a sense of belonging and the resulting sense of security and safety.** Whether someone is a senior who often experiences social isolation, or someone who lives with physical or emotional challenges, or a newly arrived immigrant family, it is in the interest of fellow residents to ensure that everyone in a community has fair opportunities to live and work, and to feel that they belong.
- Creating a sense of belong in a community benefits everyone through stronger social and emotional ties and a feeling of wellbeing by living in that community. Those ties, in turn, make communities safer, economically stronger, more resilient, more able to tackle future challenges and **more unified around doing whatever it takes to benefit the overall community.**
- **Conversely**, a lack of that sense of belonging results in residents not readily willing to spend their time and effort strengthening a community's economy, its safety, or addressing its challenges.
- **In Carver County recently, we saw residents come together to volunteer to help support their fellow residents who were isolated or unemployed as a result of the COVID-19 pandemic.** Businesses, churches, individuals, law enforcement and community organizations worked together to create and provide emergency food boxes. The effort served more than 4,500 households/families and more than 16,000 individuals in 2020.
- This successful pandemic-related effort **showed what is possible in Carver County at the local community level**, if we set aside our differences to work together to create communities of belonging, that have their foundation rooted in the belief that the whole is truly greater than the sum of its parts.

Resolution No. 2024-26

A RESOLUTION OF SUPPORT FOR CARVER COUNTY COMMUNITIES OF BELONGING

WHEREAS, Carver County Public Health has initiated a collaborative initiative among Carver County cities known as "Communities of Belonging" and

WHEREAS, All people seek a sense of belonging and the resulting sense of security and safety, regardless of age, gender, faith, income, race, ethnicity, language, occupation, sexual orientation, political ideology, physical ability of anything else that makes them unique; and

WHEREAS, Creating a sense of belonging in a community benefits everyone through stronger social and emotional ties and a feeling of well-being by living in the community; and

WHEREAS, Conversely, a lack of that sense of belonging results in residents not readily willing to spend their time and effort strengthening a community's economy, its safety, or addressing its challenges; and

WHEREAS, "Communities of Belonging" is based on the concept that a community should be a place where people are truly connected and know each other, care about each other, and take care of each other, and

WHEREAS, the Norwood Young America City Council desires all residents of Norwood Young America to feel a sense of belonging and all of the benefits that come with it, and

WHEREAS, the "Communities of Belonging" initiative will provide resources and connections to opportunities to help create that sense of belonging within the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORWOOD YOUNG AMERICA CITY COUNCIL that the City of Norwood Young America be declared a "Community of Belonging" and support the "Communities of Belonging" initiative and desire to collaborate and use the resources and opportunities available through the initiative and beyond to create a sense of belonging for all residents in Norwood Young America.

This Resolution is adopted by the City of Norwood Young America City Council, Minnesota, this 28th day of May, 2024.

Mayor

ATTEST:



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Community & Economic Development Director

DATE: May 28, 2024

SUBJECT: NYA Senior Advisory Commission Liaison

The City Council liaison seat for the NYA Senior Advisory Commission has yet to be filled for the remaining 2024 term. The meetings are held on the third Thursday of each month at 9:00 a.m. at NYA City Hall.

Motion

Motion to appoint _____ as the NYA Senior Advisory Commission City Council Liaison for the remaining 2024 term.



TO: Mayor Lagergren and City Council
FROM: Mark Streich, Public Service Director
DATE: May 28, 2024
SUBJECT: Sanitary sewer cleaning and Televising

Attached you will find a map of a few different areas throughout the city that we have identified needed cleaning and televising.

The first area is the 2025 proposed street project location. I have included a map with the lines highlighted in red that need to be taken care of before the project begins. This first area I have quotes for televising only.

The second area is one that Rod and I came up with that includes an area that has never been televised or looked at that anyone can recall. I have included a map with the lines highlighted in green. This area the quotes are for cleaning and televising. We need a contractor to clean this area that will require an easement machine to get to some manholes that are not accessible with our equipment.

On both projects we will be investigating leaky pipes, broken or collapsed pipes, mineral deposits, tree roots or anything else that can cause problems or backups.

The quotes received are included and listed below.

**PIPE SERVICES AREA 1 \$3551.34
AREA 2 \$21935.52
TOTAL \$25486.86**

**AMERICAN ENVIRONMENT AREA 1 \$6587.00
AREA 2 \$26240.00
TOTAL \$32827.00**

RECOMMENDATION:

Motion to approve the quote from Pipe Services for \$25486.86 to televise and clean the areas identified.

Norwood Young America

May 21, 2024

American
Environment

3086 Walden Drive Chaska, MN 55318

Phone (612) 226-0516

Email: Midwesttony81@aol.com

Project Bid



Mark Streich
Public Service Director
City of Norwood Young America
P O Box 59
Norwood Young America, MN 55368

Norwood Young America 2024 Sewer Cleaning and Televising project

Clean and Televising 4,148' sanitary sewer

Mobilization \$ 5,500.00

Televising per ft 4,148' @ \$ 5.00 = \$ 20,740.00

American Environmental, LLC

May 21, 2024

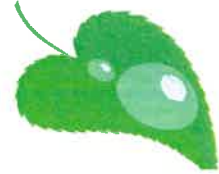
American
Environment

3086 Walden Drive Chaska, MN 55318

Phone (612) 226-0516

Email: Midwesttony81@aol.com

Project Bid



Mark Streich
Public Service Director
City of Norwood Young America
P O Box 59
Norwood Young America, MN 55368

Norwood Young America 2024 Sewer Televising project

Televising 4,087' sanitary sewer

Mobilization \$ 2,500.00

Televising per ft 4,087' @ \$ 1.00 = \$ 4,087.00

American Environmental, LLC



16281 Baseline Ave. Shakopee, MN 55379
952.445.3173 | info@pipe-services.com
Website: pipe-services.com

QUOTATION – SEWER TELEVISION/CLEANING

May 22nd, 2024

Mark Streich
Norwood Young America Public Service Director
213 SE 1st St.
Norwood Young America, MN 55379

Dear Mr. Mark Streich,

As requested, below is a bid regarding the sewer line improvement efforts:

City of Norwood Young America Pipe Improvement Cost Distribution:

Confirmed Linear Footages, Pipe Sizes, and Activities			
<i>Pipe Size/Type</i>	<i>Pipe Length/Qty</i>	<i>Activity</i>	<i>Cost/Linear Foot/Qty</i>
TBD	4,087'	T.V.	\$ 0.82
Mobilization	1	MOB of TV Vehicle	\$ 200.00
Total			\$ 3,551.34

ALTERNATE PROJECT – Budget Depending			
<i>Pipe Size/Type</i>	<i>Pipe Length/Qty</i>	<i>Activity</i>	<i>Cost/Linear Foot/Qty</i>
TBD	4,148'	T.V. and Clean	\$ 5.24
Mobilization	1	MOB	\$ 200.00
Total			\$ 21,935.52

Notes

- **The alternate project is considered a separate bid.** The two bids can be considered separate and either can be actioned independently by the customer.

CITY/FIRM Official, all change order activities require CITY/FIRM consent prior to initiation. Change order activities below \$500.00 are authorized via verbal CITY/FIRM directive/consent. Change order activities exceeding \$500.00 require written approval via email or memorandum letter.

Upon City/Firm Approval - Change Order Rates		
<i>Activity / Vehicle</i>	<i>Unit</i>	<i>Cost Per Unit</i>
T.V. Vehicle Support	Per Hour	\$ 334.00
Hydrovac Vehicle Support	Per Hour	\$ 354.00
T.V. Vehicle Emergency Mobilization	Per Day	\$ 1,450.00
Hydrovac Vehicle Emergency Mobilization	Per Day	\$ 1,700.00
Water By-Pass Operations	Per Hour	\$ 250.00

CITY/FIRM Official, please be cognizant of the below provisions. These provisions exist to help ensure clarity of project scope and expectations relating to contingency efforts.

Change Order Contingencies:

All change order activities will first involve CITY/FIRM approval.

1. Work outside of the aforementioned project scope will require a per hour charge rate of: \$334/hour for CCTV support and \$354/hour for Hydrovac support.
2. In the event the CITY/FIRM requests dewatering or plugging services to stem high water levels in order to observe full pipe diameter, CITY/FIRM will incur an hourly charge according to associated vehicle usage.
3. In the event the CITY/FIRM requests Pipe Services conduct water bypass operations under high water level and high flow rate conditions, the CITY/FIRM will incur an hourly pump rate charge of \$250.00 per hour plus hourly charges according to associated Pipe Services vehicle usage.
4. During emergency mobilization requests, CITY will incur a mobilization charge according to vehicle usage and the mobilization rate quoted within the aforementioned change order price disbursement chart. Emergency work is generally charged by the hour with a minimum four hour charge.

Our bid is based on the following provisions and understandings:

The below provisions and understandings are standard expectations. Any project irregularities that do not allow for these provisions can be negotiated but will likely change the associated bid amount.

- 1.) Pipe Services will honor this bid for up to 45 days from the date of submission/document creation date. We will make every effort to honor the bid past the 45-day mark.
- 2.) Pipe Services will receive payment within 30 days of completing the aforementioned described project activities to the satisfaction of the CITY.
- 3.) Pipe Services to provide 1 typed reports and portable hard drive for televised services. All inspections will be done in certified PACP format. Reporting system will provide color stills of major incidents and a summary report of all "significant findings". Along with a importable database for GIS.
- 4.) All inspections to be completed with a color pan & tilt TV camera.
- 5.) CITY/FIRM to provide sewer maps, manhole numbering and pipe identification system.
- 6.) CITY/FIRM to locate and expose all man-holes (MH) and to make them accessible.
- 7.) Pipe Services is allowed to draw water from CITY fire hydrants at no additional cost.
- 8.) Pipe Services assumes that all dumping will take place at CITY location free of charge. If a dump location is not provided free of charge, Pipe Services will charge a Hyrdovac vehicle hourly rate and any associated dump fees.
- 9.) If during the course of vacuuming operations Pipe Services discovers that environmentally hazardous materials exists and special disposal procedures are necessary (for example large amounts of oil), CITY will incur charges associated with the dump fees and drive time to the special dump site location according associated vehicle usage.
- 10.) During televising only operations not associated with cleaning, Pipe Services will make every attempt to bypass obstacles within the pipe. If bypass operations endanger the camera system or if bypassing is not an option, Pipe Services will utilize a reverse set-up operation and charge accordingly. All reverse set-up operations incur full charge for that pipe segment for the initial attempt and the reverse operation effort. If a pipe line presents multiple reverse set-up requirements, Pipe Services will contact the CITY/FIRM to consult on a course of action in an effort to avoid unnecessary charges.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Pipe Services Corporation is authorized to do the work as specified.

By: _____ City/Legal Entity of: _____

Signature: _____ Date: _____

We would like to thank you again for the opportunity to work with Norwood Young America.

Sincerely,

Pipe Services Corporation



Ryan R. Mergen

CEO ▪ **Pipe Services**

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<http://pipe-services.com/>



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