Lanesboro City Council
Regular Meeting Agenda
Monday, March 2, 2026 at 6:00 p.m.
Lanesboro Community Center – City Council Chambers

Zoom is provided as a way to offer more accessibility to council and committee meetings. Full functionality is not guaranteed
https://us02web.zoom.us/j/81676938481?pwd=ji7e6xXBzqYeyWhu4JoIeVZxTEPIPJ.1
Meeting ID: 816 7693 8481 | Passcode: 803467

Call the Regular Meeting to Order

A. Agenda Approval
   Motion _____ **Second** _____
B. Public Comments
C. Approval of Minutes
   a. Minutes of Regular Meeting, February 2, 2026
   b. Minutes of Special Meeting, February 18, 2026
   Motion _____ **Second** _____
D. Consent Agenda
   a. Accounts Payable
   b. Resolution 2026-25 – Accepting Donations to the Lanesboro Fire Department
   c. Resolution 2026-26 – Accepting Donations to the Lanesboro Public Library
   d. Resolution 2026-27 – Authorizing Application to the Clean Water Revolving Fund for the TH250 Rehab Collection System Project
   e. Resolution 2026-28 – Authorizing Application to the Drinking Water Revolving Fund for the TH250 Watermain Replacement Project
   f. Resolution 2026-29 – Authorizing Application to the Drinking Water Revolving Fund for the Lead Service Line Replacement Project
   g. Buffalo Bill Days Fireworks Permit
   Motion _____ **Second** _____

Department Updates

A. Fire Department
B. Police

Continued Business

A. Discuss Tax Abatement and Development Agreement – Sparrow Valley Properties, LLC
   Motion _____ **Second** _____

New Business

A. Consider Contract with STAR Energy Services for Data Collection
   Motion _____ **Second** _____
B. Consider Bids for TH250 Project Geotechnical Engineering Services
   Motion _____ **Second** _____
C. Consider Revolving Loan Fund Application for 3 Peas in a Pod, LLC
   Motion _____ **Second** _____
D. Consider Street/Parking Closure Application for Sylvan Brewing, LLC
   Motion _____ **Second** _____
E. Consider Fire Department Purchase Request – Badges
   Motion _____ **Second** _____

Next Meeting: Monday, April 6, 2026 at 6:00 p.m.

Adjourn Regular Meeting

Lanesboro City Council
Regular Meeting Minutes
Monday, February 2, 2026 – 6:00 p.m.
Lanesboro City Council Chambers

Present Members:
☒ Mindy Albrecht-Benson ☒ Chase Bakke ☒ Joe Cullen ☒ Alicia Pearson ☒ Kathryn Wade
Staff:
☒ Mitchell Walbridge ☒ Darla Taylor ☐ David Haugen ☐ Mark Lawstuen ☐ Jerod Wagner
☒ Joseph O'Koren ☐ Michelle Marotzke

Mayor Pearson called the regular meeting of the Lanesboro City Council to order at 6:00 p.m.

A. **Agenda Approval:** City Administrator Mitchell Walbridge requested that a Lanesboro Area Community Foundation Temporary On-Sale Liquor Permit and a fiscal agent request from the Lanesboro Area Chamber of Commerce be added to the Consent Agenda. A motion was made by Mayor Pearson to approve the agenda with the requested additions; Member Wade seconded the motion. All city council members voted in favor; Motion carried.

B. **Public Comments**
   - John Levell addressed the Lanesboro City Council regarding environmental impacts of the proposed Minnesota Trout Unlimited Root River restoration project.

C. **Approval of Minutes**
   a. Minutes of Regular Meeting, January 5, 2026
   b. Minutes of Special Meeting, January 14, 2026
   c. Minutes of Special Meeting, January 28, 2026

   A motion was made by Member Wade to approve the meeting minutes as submitted; Member Bakke seconded the motion. All city council members voted in favor; Motion carried.

D. **Consent Agenda**
   a. Accounts Payable
   b. 3.2% On-sale Liquor License – Commonweal Theatre Company
   c. Resolution 2026-21 – Adopting the Fillmore County 2025 Hazard Mitigation Plan
   d. Resolution 2026-22 – Accepting Donations to the Lanesboro Fire Department
   e. Approval of 2026 Lodging Licenses
   f. Application for Gambling Permit - Lanesboro Area Chamber of Commerce - August 2, 2026
   g. Temporary On-Sale Liquor License - Lanesboro Area Chamber of Commerce July 31-August 2, 2026
   h. Lanesboro Area Community Foundation Temporary On-Sale Liquor License Application
   i. Lanesboro Area Chamber of Commerce Fiscal Agent Grant Approval

   A motion was made by Member Wade to approve the Consent Agenda; Mayor Pearson seconded the motion. All members voted in favor; Motion carried.

Department Updates

A. **Lanesboro Farmer's Market:** Anita Bue delivered an annual Lanesboro Farmers Market report to the City Council. The Farmer's Market has been successful and continues to attract new vendors.

B. **Economic Development Authority:** Economic Development Director Michelle Martozke delivered the 2025 annual report of the Lanesboro Economic Development Authority. Marotzke reviewed revolving loan fund activity as well as other projects completed and in progress of the EDA.

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C. **Minnesota Trout Unlimited Root River Restoration Project:** Minnesota Trout Unlimited staff presented as summary and project status update. A motion was made by Mayor Pearson to adopt Resolution 2026-23 to indicate city approval of the project; Member Wade seconded the motion. All members voted in favor; Motion carried.

New Business

A. **Discuss Local Board of Appeal and Equalization:** Administrator Walbridge shared that the 2026 Local Board of Appeal and Equalization meeting is scheduled for mid-April, however, he requested to know if the City Council had any interest in changing the format of the meeting from its traditional format to an Open Book meeting with the Fillmore County Assessor. Upon discussion, members were interested in learning more about the Open Book meeting format and statistical data on how many valuations changes the Local Board of Appeal at the city council level has authorized. No action was taken.

B. **Discuss Tax Abatement and Development Agreement – Sparrow Valley Properties, LLC:** Administrator Walbridge explained that Sparrow Valley Properties, LLC has breached the Tax Abatement and Development Agreement with the City. Events of default include non-compliance with timely payment of property taxes, delinquent utility charges, past due EDA loan payments, and an investigation from the Minnesota Department of Labor and Industry regarding plumbing code violations at the project site. Both the city attorney and city administrator recommended the City Council authorize a 30-day Notice to Cure be sent to Sparrow Valley Properties, LLC. A motion was made by Member Bakke to direct the city attorney to send a 30-day Notice to Cure; Member Albrecht-Benson seconded the motion. All city council members voted in favor; Motion carried.

C. **Consider City of Lanesboro and Lanesboro Public Utility 2025 Audit – Letters of Engagement:** Letters of Engagement for the 2025 City and Public Utility audits were received from CohnReznick Advisory, LLC. A motion was made by Member Wade to approve the letters of engagement; Member Bakke seconded the motion. Mayor Pearson asked about the pricing of the audit. Administrator Walbridge stated that the pricing was within market norms and firms that are taking municipal audit clients are limited. All members voted in favor; Motion carried.

Mayor Pearson adjourned the meeting at 6:56 p.m.

Respectfully submitted,

Mitchell Walbridge
City Administrator/Clerk

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Lanesboro City Council
Special Meeting Minutes
Wednesday, February 18, 2026 – 6:00 p.m.
Lanesboro City Council Chambers

Present Members:
☒ Mindy Albrecht-Benson ☒ Chase Bakke ☒ Joe Cullen ☒ Alicia Pearson ☒ Kathryn Wade
Staff:
☒ Mitchell Walbridge ☐ Darla Taylor ☐ David Haugen ☐ Mark Lawstuen ☐ Jerod Wagner
☒ Joseph O'Koren ☐ Michelle Marotzke

Public Hearing on Municipal Consent – Minnesota Trunk Highway 250 Road & Utility Improvement Project

Mayor Pearson called the public hearing to order at 6:00 p.m.

- Tom Brudvig commented on the project costs, high taxes in Lanesboro, and the budgetary strategy for the project. Brudvig encouraged the City Council to save on costs wherever possible.
- Jerry Ritter questioned whether the sidewalk on the south side of Ashburn Street was necessary. Jerry Ritter stated that there are few pedestrians on Ashburn Street and that there is access for foot traffic via the trail that leads to the wastewater treatment facility. He encouraged the City Council to consider eliminating the sidewalk to save on project costs.
- Scott Taylor stated that the City Council was making tough decisions just like business owners. Scott encouraged the council to communicate project update timelines thoroughly so that businesses can make access plans well in advance of construction.
- Mike Wombacher addressed the City Council regarding the sidewalk and how the proposed right-of-way is very close to the front of houses on Ashburn Street. Mike also expressed concern regarding how special assessments may be calculated for his property parcel.
- Erik Wrede thanked the City Council and staff for their investigations regarding storm water drainage. Erik explained that public safety trumps accessibility, and that should be considered when the City Council decides whether to proceed with the Ashburn Street sidewalk. Wrede encouraged that the City Council put in a contingency that the sidewalk be removed from the final layout plan.
- David Gray addressed the City Council and advocated for the elimination of the Ashburn Street sidewalk.
- Susan Ritter encouraged the City Council to remove the Ashburn Street sidewalk from the design plan. Susan stated she felt that removal of the sidewalk would save construction time.
- Jim Iverson stated he was not in favor of the extension of the proposed multi-use trail from Pleasant Street to Sheridan Street.

Mayor Pearson closed the public hearing at 6:20 p.m.

A. Agenda Approval: A motion was made by Member Wade to approve the agenda as presented; Member Bakke seconded the motion. All city council members voted in favor; Motion carried.

B. Consent Agenda
   a. Ratify Hire of Lucas Wahl, Library Director – Grade 5, Step 1
   b. Ratify Hire of Ruth Mikos, Assistant Librarian – Grade 1, Step 3

   A motion was made by Member Albrecht-Benson to approve the Consent Agenda; Member Wade seconded the motion. All city council members voted in favor; Motion carried.

C. **Consider Resolution 2026-24 – TH250 Road and Utility Project Layout Approval:** Tony Rodchatdl and Brian Malm, Bolton and Menk, Inc., presented information about the final design layout and the procedure for municipal consent. Information was also provided in response to topics from the public hearing.
Brian and Tony stated that it is MnDOT's preference to have a sidewalk on at least one side of the roadway in a residential zone and even prefers sidewalk to be on both sides of the road in a residential zone. Research on sidewalks and ADA compliance began with the scoping study for the project, and the sidewalk is a goal versus a mandate. The City Council asked questions about how alteration to the sidewalk plan would affect the timeline for the project. Brian and Tony explained that bidding and project letting would very likely be delayed, putting the 2027 construction timeline into jeopardy. Brian and Tony also explained that the sidewalk and the shared use path are funded through grant dollars and ultimately would not yield cost savings to the City. Council members did note that they could consider reducing assessment amounts once final costs are determined.
A motion was made by Member Albrecht-Benson to table discussion to the March 2 city council meeting; Mayor Pearson seconded the motion. During discussion, City Administrator Mitchell Walbridge explained that delay in the 2027 construction timeline may also have implications to Public Facility Authority funding applications, bonding bill funding through the Minnesota legislature, and authorization for the local sales tax that the City applied for. Member Albrecht-Benson rescinded her motion.
A motion was made by Member Wade to adopt Resolution 2026-24; Member Cullen seconded the motion. Member Cullen stated that he acknowledged the feedback regarding the sidewalk but also articulated the importance of sidewalks for pedestrian safety and the time constraints that any delay may have on various aspects of project funding and construction timelines. Per a roll call vote, Members Wade, Cullen, Bakke, and Albrecht-Benson voted in favor and Mayor Pearson voted against the motion; Motion carried.

D. **Discuss Payment Options for Permanent Easement and Temporary Easement Acquisitions:** Administrator Walbridge stated that per the Partnership Agreement with MnDOT, the City is responsible to lead right-of-way acquisition efforts, including payment to property owners for the easements. As soon as appraisals are completed, offers will begin to be made to property owners. Administrator Walbridge presented the option to use utility fund cash reserves to pay for the easement acquisitions. Administrator Walbridge had discussed with this financial advisor Mike Bubany of David Drown and Associates. Bubany recommended using cash if it is available to avoid taking out any other short-term note or bond. The approximate total of costs is estimated to be around $350,000, with much of the payments being reimbursed by MnDOT later as they will be the final holder of the easements. Administrator Walbridge explained that he presented this option to the Public Utility Commission who tabled the topic until the City Council put in an official request to use utility cash reserves.
A motion was made by Mayor Pearson to approve using utility cash reserves contingent upon Public Utility Commission approval; Member Wade seconded the motion. All city council members voted in favor; Motion carried.

E. **Consider Request for League of Minnesota Cities City Day on the Hill Reimbursement:** Mayor Pearson submitted a request to receive mileage reimbursement and registration costs covered for her to attend City Day on the Hill, a lobbying effort facilitated by the League of Minnesota Cities. A motion was made by Member Bakke to approve the request to reimburse Mayor Pearson for mileage and to have registration paid out of the City Council meetings/trainings budget; Member Wade seconded the motion. Members Wade, Cullen, Bakke, and Albrecht-Benson voted in favor of the motion and Mayor Pearson abstained from voting; Motion carried.

Mayor Pearson adjourned the meeting at 7:22 p.m.

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Respectfully submitted,

Mitchell Walbridge
City Administrator/Clerk

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CITY OF LANESBORO

Payments

Current Period: March 2026

Payments Batch 03022026PAY $12,771.12

Refer	20260155 *LOFFLER*		-		
Cash Payment	E 100-41500-413	Office Equipment Rental			$122.29
Invoice 5266633		2/11/2026			
Cash Payment	E 211-45500-413	Office Equipment Rental			$26.64
Invoice 5266632		2/11/2026			
Transaction Date	2/12/2026		OPERATIONAL ACC 10100	**Total**	$148.93
Refer	20260156 *PITNEY BOWES, INC*		-		
Cash Payment	E 100-41500-413	Office Equipment Rental			$169.29
Invoice 3107652585		2/9/2026			
Transaction Date	2/12/2026		OPERATIONAL ACC 10100	**Total**	$169.29
Refer	20260157 *THOMAS WUNDERLICH*		-		
Cash Payment	R 100-45400-36230	Contributions and Do	REFUND BIG WOOD ORCHARD/WUNDERLICH, THOMAS		$130.00
Invoice					
Transaction Date	2/12/2026		OPERATIONAL ACC 10100	**Total**	$130.00
Refer	20260158 *J & M DISPLAYS*		-		
Cash Payment	E 235-49900-498	BBD Fireworks			$5,000.00
Invoice					
Transaction Date	2/12/2026		OPERATIONAL ACC 10100	**Total**	$5,000.00
Refer	20260159 *RED WING IGNITE*		-		
Cash Payment	E 250-46500-445	EDA Project Developme	AI WORKSHOP 1/29/26		$2,000.00
Invoice CJ21QXE2-0001		2/13/2026		Project 2024-4	
Transaction Date	2/13/2026		OPERATIONAL ACC 10100	**Total**	$2,000.00
Refer	20260160 *THE LINCOLN NATIONAL LIFE*		-		
Cash Payment	E 100-43100-134	Employer Paid Life	Reference # 4939435145		$40.02
Invoice		2/10/2026			
Cash Payment	E 100-45200-134	Employer Paid Life	Reference # 4939435145		$33.95
Invoice		2/10/2026			
Cash Payment	E 100-43100-134	Employer Paid Life	Reference # 4939435145		$32.86
Invoice		2/10/2026			
Cash Payment	E 100-41500-134	Employer Paid Life	Reference # 4939435145		$28.41
Invoice		2/10/2026			
Cash Payment	E 100-41500-134	Employer Paid Life	Reference # 4939435145		$42.62
Invoice		2/10/2026			
Cash Payment	E 100-43100-134	Employer Paid Life	Reference # 4939435145		-$6.96
Invoice		2/10/2026			
Cash Payment	E 100-45200-134	Employer Paid Life	Reference # 4939435145		-$5.74
Invoice		2/10/2026			
Cash Payment	E 100-43100-134	Employer Paid Life	Reference # 4939435145		-$5.50
Invoice		2/10/2026			
Cash Payment	E 100-41500-134	Employer Paid Life	Reference # 4939435145		-$4.60
Invoice		2/10/2026			
Cash Payment	E 100-41500-134	Employer Paid Life	Reference # 4939435145		-$7.50
Invoice		2/10/2026			
Cash Payment	E 211-45500-134	Employer Paid Life	Reference # 4939435145		-$38.43
Invoice		2/10/2026			

CITY OF LANESBORO

Payments

Current Period: March 2026

Transaction Date	2/13/2026		OPERATIONAL ACC	10100	**Total**	$109.13
Refer	20260161	*PRESTON AUTO PARTS*				
Cash Payment	E 100-43100-240	Small Tools and Minor E				$124.99
Invoice 865252		2/12/2026				
Cash Payment	E 100-43100-210	Operating Supplies (GE				$102.99
Invoice 865594		2/17/2026				
Cash Payment	E 100-43100-404	Repairs/Maint Machiner				$67.02
Invoice 865592		2/17/2026				
Cash Payment	E 100-45200-210	Operating Supplies (GE				$21.98
Invoice 866163		2/24/2026				
Transaction Date	2/13/2026		OPERATIONAL ACC	10100	**Total**	$316.98
Refer	20260163	*LEAGUE OF MINNESOTA CITIES*				
Cash Payment	E 100-41500-208	Meetings / Trainings	Safety Group			$153.56
Invoice 445294		2/10/2026				
Cash Payment	E 100-43100-208	Meetings / Trainings	Safety Group			$153.56
Invoice 445294		2/10/2026				
Cash Payment	E 100-45200-208	Meetings / Trainings	Safety Group			$153.56
Invoice 445294		2/10/2026				
Cash Payment	E 211-45500-208	Meetings / Trainings	Safety Group			$153.56
Invoice 445294		2/10/2026				
Transaction Date	2/24/2026		OPERATIONAL ACC	10100	**Total**	$614.24
Refer	20260164	*GUNDERSEN HEALTH SYSTEM*				
Cash Payment	E 100-41500-300	Professional Srvs (GEN				$112.00
Invoice		2/6/2026				
Transaction Date	2/24/2026		OPERATIONAL ACC	10100	**Total**	$112.00
Refer	20260165	*PRESTON EQUIPMENT COMPANY*				
Cash Payment	E 100-45200-404	Repairs/Maint Machiner				$70.12
Invoice 01-180960		2/19/2026				
Transaction Date	2/24/2026		OPERATIONAL ACC	10100	**Total**	$70.12
Refer	20260166	*ZEP MANUFACTURING COMPANY*				
Cash Payment	E 100-45200-210	Operating Supplies (GE				$79.59
Invoice 9012424606		2/19/2026				
Transaction Date	2/24/2026		OPERATIONAL ACC	10100	**Total**	$79.59
Refer	20260167	*AMAZON CAPITAL SERVICES*				
Cash Payment	E 220-42000-210	Operating Supplies (GE				$24.94
Invoice 19R4-6K41-W3FR		2/17/2026				
Cash Payment	E 100-45200-210	Operating Supplies (GE				$47.94
Invoice 1MV6-QY9D-RLKF		2/17/2026				
Transaction Date	2/24/2026		OPERATIONAL ACC	10100	**Total**	$72.88
Refer	20260168	*NATIONAL FIRE SAFETY COUNCIL*				
Cash Payment	E 220-42000-430	Miscellaneous (GENER				$797.80
Invoice MN23F325						
Transaction Date	2/24/2026		OPERATIONAL ACC	10100	**Total**	$797.80
Refer	20260169	*HARRIS, STEVE*				
Cash Payment	E 250-46500-445	EDA Project Developme				$75.00
Invoice					Project 2024-4	

CITY OF LANESBORO

Payments

Current Period: March 2026

Transaction Date	2/24/2026	OPERATIONAL ACC	10100	**Total**	$75.00
Refer	20260170 *LANESBORO ARTS CENTER*	-			
Cash Payment	E 250-46500-445 EDA Project Developme				$75.00
Invoice				Project 2024-4	
Transaction Date	2/24/2026	OPERATIONAL ACC	10100	**Total**	$75.00
Refer	20260171 *SEILER, MICHAEL*	-			
Cash Payment	E 250-46500-445 EDA Project Developme				$75.00
Invoice				Project 2024-4	
Transaction Date	2/24/2026	OPERATIONAL ACC	10100	**Total**	$75.00
Refer	20260172 *AFLAC*	-			
Cash Payment	G 100-21707 Aflac				$33.00
Invoice 095689	2/26/2026				
Transaction Date	2/24/2026	OPERATIONAL ACC	10100	**Total**	$33.00
Refer	20260173 *MN ENERGY RESOURCES*	-			
Cash Payment	E 220-42000-380 Utility Services (GENER				$497.81
Invoice 5824180891	2/19/2026				
Cash Payment	E 100-43100-380 Utility Services (GENER				$284.39
Invoice 5822243493	2/18/2026				
Cash Payment	E 100-45170-380 Utility Services (GENER				$182.09
Invoice 5821995784	2/18/2026				
Cash Payment	E 100-45200-380 Utility Services (GENER				$1,059.87
Invoice 5821737944	2/18/2026				
Transaction Date	2/24/2026	OPERATIONAL ACC	10100	**Total**	$2,024.16
Refer	20260174 *HARMONY GOLFCARTS*	-			
Cash Payment	E 100-45200-404 Repairs/Maint Machiner				$598.00
Invoice 8731	2/19/2026				
Transaction Date	2/24/2026	OPERATIONAL ACC	10100	**Total**	$598.00
Refer	20260175 *SELCO*	-			
Cash Payment	E 211-45500-237 Computer Lease/Suppor	Deep Freeze License			$210.00
Invoice 054114	2/12/2026				
Transaction Date	2/24/2026	OPERATIONAL ACC	10100	**Total**	$210.00
Refer	20260176 *NICOLE HOWARD*	-			
Cash Payment	E 211-45500-230 Books & Movies				$60.00
Invoice					
Transaction Date	2/24/2026	OPERATIONAL ACC	10100	**Total**	$60.00

CITY OF LANESBORO

Payments

Current Period: March 2026

Fund Summary

	10100 OPERATIONAL ACCOUNT
100 GENERAL FUND	$3,813.80
211 LIBRARY	$411.77
220 FIRE FUND	$1,320.55
235 BUFFALO BILL DAYS FUND	$5,000.00
250 EDA OPERATING	$2,225.00
	$12,771.12

Pre-Written Checks	$0.00
Checks to be Generated by the Computer	$12,771.12
Total	$12,771.12

CITY OF LANESBORO
RESOLUTION NO. 2026-25

A Resolution Accepting Donations to the Lanesboro Fire Department

WHEREAS, the City of Lanesboro is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, the following persons and entities have offered to contribute the cash amount set forth below to the City of Lanesboro for the support of the Lanesboro Fire Department:

Name of Donor	Amount
Duane Peterson	$25.00
Randy Berekvam	$25.00
Kathy & Michael Augustin	$20.00
Diane Hanson	$50.00
Charles Ruen	$200.00
Colleen & Dennis Glasrud	$25.00
Milton & Kathy Hallum	$50.00
Dean & Marie French	$100.00
Mike & Kelly Lawstuen	$50.00
Jan & Lynn Haugen	$50.00
Joel & Julianne Loven	$100.00
Ed & Cheryl Brekke	$20.00
Stan & Laura Peal	$50.00
Margaret & Robert Vagts	$150.00
Judy & Brian Hazel	$100.00
Vern Riddle & Jennifer Wood	$50.00
Robert & Corrine Hager	$50.00
Ron & Sandy Danielson	$25.00
Robert Knutson	$30.00
Richard & Lacretia Brehm	$100.00
Phil & Ruth Abrahamson	$25.00
RLH Grain	$100.00
Michael &Char Brown	$50.00
Kathy Gruett	$10.00
Lois Peterson	$100.00
Jennifer Hungerholt	$50.00
Harriett Lawston	$50.00
Helmut Miehlisch	$500.00
Susan & Woody Roland	$50.00
Sue & Jerry Ritter	$100.00
Sue Schnaufer	$80.00
Daniel & Cathleen Volkman	$75.00

Dale Egge	$100.00
Dale Krage	$100.00
Marlys Tuftin	$50.00
Heidi & Phil Dybing	$250.00
Vern & Diane Groen	$25.00
Kay Taylor	$50.00
The Cottage House	$100.00
Jeff & Gretchen Schwichtenberg	$100.00
Gary Musselman	$30.00
Kathleen Wold	$20.00
John Bass	$100.00
Margit Amundsen	$25.00
Brenda & Mike Chiglo	$100.00
Russell & Sheryl Stadtmueller	$100.00
Nancy Olson & Gary Hollenbeck	$20.00
Michael & Andera Pepin	$50.00
Gregory Qualy	$71.27
Mary Jo Wagner	$20.00
Michael & Norine Ask	$100.00
Glee & Gordon Claussen	$25.00
Dale Forster & Patricia Gemlo	$50.00
Lori Anderson	$25.00
Arden & Eva Tuftin	$25.00
Joseph & Jody Peterson	$100.00
Jerry & Judy Dragvold	$30.00
Tom & Carolyn Smith	$50.00
Elve Albrecht	$40.00
Gene & Vicky Topness	$100.00
David & Sandra Webb	$50.00
Marjorie King	$50.00
Larry McCabe	$50.00
Michael & Heidi Halvorson	$100.00
Richard Lamon	$500.00
Matt & Stacey Schultz	$50.00

WHEREAS, all such donations have been contributed to assist the city in continued financial support for the Lanesboro Fire Department, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donation offered;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANESBORO, MINNESOTA AS FOLLOWS:

1. The donations described above are accepted and shall be used towards Lanesboro Fire Department operational expenses, as allowed by law.
2. The City of Lanesboro is hereby directed to issue a receipt to the donor acknowledging the city's receipt of the donor's donation.

Passed by the City Council of Lanesboro, Minnesota this 2nd day of March, 2026.

_____
Alicia Pearson
Its: Mayor

Attested:

_____
Mitchell Walbridge
Its: City Administrator/Clerk

CITY OF LANESBORO
RESOLUTION NO. 2026-26

A Resolution Accepting Donations for the Lanesboro Public Library

WHEREAS, the City of Lanesboro is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of operational and recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, the following persons and entities have offered to contribute the cash amount set forth below to the City of Lanesboro for the support of the Lanesboro Public Library:

Name of Donor	Amount
Barb Schramm	$25.00

WHEREAS, all such donations have been contributed to assist the city in continued financial support for the Lanesboro Public Library, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANESBORO, MINNESOTA AS FOLLOWS:

1. The $25.00 donation described above is accepted and shall be credited to the Library Fund to be used towards the purchase of Lanesboro Public Library materials and programs.
2. The City of Lanesboro is hereby directed to issue a receipt to the donor acknowledging the City's receipt of the donor's donation.

Passed by the City Council of Lanesboro, Minnesota this 2nd day of March, 2026.

_____
Alicia Pearson
Its: Mayor

Attested:

_____
Mitchell Walbridge
Its: City Administrator/Clerk

CITY OF LANESBORO
RESOLUTION NO. 2026-27

Resolution Authorizing Application to the Clean Water Revolving Fund for the TH250 Rehab Collection System Project

WHEREAS, the City of Lanesboro is hereby applying to the Minnesota Public Facilities Authority for a loan from the Clean Water Revolving Fund for improvements to its municipal wastewater treatment system as described in the loan application; and

WHEREAS, the City of Lanesboro estimates the loan amount to be $1,741,750 or the as-bid cost of the project; and

WHEREAS, the City of Lanesboro has the legal authority to apply for the loan, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its designed life; and

WHEREAS, the City of Lanesboro hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its general obligation bond to the Public Facilities Authority.

NOW THEREFORE, BE IT RESOLVED that the City Council of Lanesboro, Minnesota authorizes the submittal of a Clean Water Revolving Fund Loan Application to the Minnesota Public Facilities Authority for fiscal year 2026.

Passed by the City Council of Lanesboro, Minnesota this 2nd day of March, 2026.

_____
Alicia Pearson
Its: Mayor

Attested:

_____
Mitchell Walbridge
Its: City Administrator/Clerk

CITY OF LANESBORO
RESOLUTION NO. 2026-28

Resolution Authorizing Application to the Drinking Water Revolving Fund for the TH250 Watermain Replacement Project

WHEREAS, the City of Lanesboro is hereby applying to the Minnesota Public Facilities Authority for a loan from the Drinking Water Revolving Fund for improvements to its municipal drinking water system as described in the loan application; and

WHEREAS, the City of Lanesboro estimates the loan amount to be $2,806,425 or the as-bid cost of the project; and

WHEREAS, the City of Lanesboro has the legal authority to apply for the loan, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its designed life; and

WHEREAS, the City of Lanesboro hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its general obligation bond to the Public Facilities Authority.

NOW THEREFORE, BE IT RESOLVED that the City Council of Lanesboro, Minnesota authorizes the submittal of a Drinking Water Revolving Fund Loan Application to the Minnesota Public Facilities Authority for fiscal year 2026.

Passed by the City Council of Lanesboro, Minnesota this 2nd day of March, 2026.

_____
Alicia Pearson
Its: Mayor

Attested:

_____
Mitchell Walbridge
Its: City Administrator/Clerk

CITY OF LANESBORO
RESOLUTION NO. 2026-29

Resolution Authorizing Application to the Drinking Water Revolving Fund for the Lead Service Line Replacement Project

WHEREAS, the City of Lanesboro is hereby applying to the Minnesota Public Facilities Authority for a loan and/or grant from the Drinking Water Revolving Fund for a lead service line replacement project as described in the application; and

WHEREAS, the City of Lanesboro estimates the MPFA-Financed amount to be $250,000 or the as-bid cost of the project; and

WHEREAS, the City of Lanesboro has the legal authority to apply for the loan and/or grant, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its designed life.

NOW THEREFORE, BE IT RESOLVED that the City Council of Lanesboro, Minnesota authorizes the submittal of a Drinking Water Revolving Fund loan and/or grant application to the Minnesota Public Facilities Authority for fiscal year 2026.

Passed by the City Council of Lanesboro, Minnesota this 2nd day of March, 2026.

_____
Alicia Pearson
Its: Mayor

Attested:

_____
Mitchell Walbridge
Its: City Administrator/Clerk

202 Parkway Avenue South | P.O. Box 333
Lanesboro, MN 55949
P:507-467-3722 | E: city@lanesboro-mn.gov
www.lanesboro-mn.gov

March 3, 2026

J&M Displays
Attn: Linda Ed
9405 River Road SE
Clear Lake, MN 55319

Re: Buffalo Bill Days Fireworks – August 1, 2026

Dear J&M Displays:

This letter serves as an official permit from the City of Lanesboro for the Buffalo Bill Days display of fireworks to be held on August 1, 2026, with a back-up date of August 2, 2025. The Lanesboro City Council approves of the fireworks to be set off at dusk from the Lanesboro Foot Ball Field located on Pleasant Street East in Lanesboro, Minnesota.

If you have any questions or concerns, please reach out to me at 507-467-3722 or email mwalbridge@lanesboro-mn.gov.

Sincerely,

Mitchell Walbridge
City Administrator

CONTRACT

SPECIFIC PROJECT

DATA COLLECTION

Presented to:

City of Lanesboro

Lanesboro, MN 55949

Project # LANESBORO26105

February 23, 2026

STAR ENERGY SERVICES LLC
6841 POWER LN SW
ALEXANDRIA, MINNESOTA 56308
TEL: 320.762.1697
FAX: 320.762.1479

Xodo Sign Document Hash: f1d4c5b57b7a4fa1b72ab8d372a17449

This Contract effective as of February 23, 2026, is between STAR Energy Services LLC, 6841 Power Ln SW, Alexandria, MN 56308 ("STAR");
and City of Lanesboro,

located at PO Box 333
Lanesboro, MN 55949 ("Customer").
STAR and Customer may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, Customer desires STAR to perform certain work on its behalf; and

WHEREAS, STAR has agreed to do such work on certain terms and conditions;

NOW THEREFORE, in consideration of the above premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

"Protected Data" means any non-public information retained or controlled by Customer or provided to STAR by Customer, including but not limited to: a) information subject to a contractual confidentiality obligation of Customer about which Customer gives STAR express written advance notice; or (b) information subject to restricted access laws or regulations of any applicable jurisdiction, such as personally identifiable information subject to the Minnesota Government Data Practices Act or similar law.

2. ADDITIONAL TERMS RELATING TO WORK

STAR and Customer further agree to the following additional terms and conditions.

a. Work
STAR shall furnish all necessary or required materials, equipment, tools, labor, and supervision to perform the work described in accordance with the specifications set forth herein.

b. Reports
STAR will report all work performed to Customer in a timely manner as mutually agreed upon.

c. Fees
Customer agrees to pay STAR's fees for all work performed and material used as set forth within this Contract or the attached project proposal or as otherwise agreed by the Parties from time to time. Customer shall also be responsible for paying all necessary taxes unless they provide a Tax Exemption Certificate.

CONFIDENTIALITY STATEMENT: STAR and Customer agree that the contents of this document are confidential and that they will not, at any time directly or indirectly make any independent use of, publish, or disclose to any person or organization the contents of this document.

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d. Payment Terms

Customer shall make payments to STAR for work completed on a timely basis. STAR shall prepare and furnish Customer with monthly and/or bimonthly invoices for work completed. Interest at the rate of ten percent (10%) per annum will be added to any invoices that are not paid in full within thirty (30) calendar days from invoice date.

e. Licenses

STAR will acquire and maintain all licenses and permits necessary for completion of work and will comply with all laws about which Customer provides STAR with written notice.

f. Commencement

Work shall commence once Customer and STAR agree upon a work schedule.

3. INSURANCE

STAR shall maintain insurance throughout the term of the Contract covering workers' compensation, general liability, and automotive liability. This shall not cover Customer's employees. Limits shall be as follows, and Customer agrees to the adequacy of the following limits:

General Liability – each occurrence.....$2,000,000.00
(bodily injury and property damage combined)
Automobile Liability – each occurrence $2,000,000.00
(bodily injury and property damage combined)
Worker's Compensation and Employer's Liability:
Each Accident.....$500,000.00
Disease – Policy Limit.....$500,000.00
Disease – Each Employee.....$500,000.00

4. PROTECTED DATA

To the extent, and only to the extent, that Customer gives STAR specific notice of the same, STAR agrees to abide by the specifically noticed laws and regulations pertinent to Customer, including laws related to Protected Data. STAR agrees to reasonably cooperate with Customer to assist Customer in discharging Customer's legal responsibilities, to the extent Customer notifies STAR of the same. To the extent that STAR will gain access to Protected Data through Customer, Customer will provide STAR with written advance notice of same. Absent Customer express written notices to STAR, STAR will assume that STAR does not have access to Protected Data through Customer.

CONFIDENTIALITY STATEMENT: STAR and Customer agree that the contents of this document are confidential and that they will not, at any time directly or indirectly make any independent use of, publish, or disclose to any person or organization the contents of this document.

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5. CONFIDENTIAL INFORMATION

This section applies to Confidential Information of the Parties, and not to Confidential Information of third parties, such as Customer's customers, which may be classified as Protected Data. STAR and Customer shall maintain all proprietary and confidential information ("Confidential Information") of the other Party in confidence and shall not use it for any purpose other than the purposes contemplated by this Agreement. In order for the Parties to identify and protect Confidential Information, the Party transmitting Confidential Information shall, to the extent reasonable, label or stamp written Confidential Information with the word "Confidential" or some similar warning. In the event that Confidential Information is transmitted orally, the transmitting Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

The Parties acknowledge that a primary purpose of this provision is to provide reasonable notice of Confidential Information so that each Party can avoid inadvertent disclosures of the other's Confidential Information. Accordingly, the failure to label or otherwise identify Confidential Information shall create a presumption that any Party disclosing such Confidential Information did not breach the confidentiality provisions of this Agreement. Failure to label or otherwise identify Confidential Information shall not, in and of itself, constitute an admission of non-confidentiality or waiver of confidential status for such Confidential Information.

6. DISCLAIMER OF WARRANTY AND REPRESENTATIONS

STAR, ITS EMPLOYEES, AGENTS, AFFILIATES, AND CONTRACTORS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE REGARDING THE WORK AND STAR HEREBY DISCLAIMS ANY AND ALL OTHER LIABILITY, REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

STAR AND ITS EMPLOYEES, AGENTS, AFFILIATES, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OF CUSTOMER OR CUSTOMERS OF CUSTOMER ARISING FROM OR RELATED TO THIS CONTRACT OR TO THE SERVICE(S) PROVIDED UNDER THIS CONTRACT, OR UNDER ANY OTHER AGREEMENT WITH STAR OR AS A RESULT OF ANY ERRORS, OMISSIONS, INTERRUPTIONS, BRICKING, CONNECTIVITY FAILURES, POWER FAILURES, COMPUTER VIRUSES, DATA ISSUES (DAMAGE, LOSS, CORRUPTION OR DATA BREACH), DELETION OF FILES, DEFECTS, DELAYS IN OPERATION, DELAYS OR FAILURES OF TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE, WHETHER OR NOT ANY SUCH EVENTS CONSTITUTE

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FORCE MAJEURE OR EVENTS REASONABLY BEYOND STAR'S CONTROL, OR DUE TO THEFT, OBSTRUCTION, OR OTHER EVENTS INTERRUPTING, CANCELING, OR ADVERSELY AFFECTING THE SERVICES PROVIDED BY STAR HEREUNDER, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, LOSS, OR DAMAGES. STAR FURTHER MAKES NO WARRANTY AS TO THE SECURITY OF ANY DATA PROVIDED BY CUSTOMER. STAR'S TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION OF ANY KIND UNDER THIS AGREEMENT AND THE RELATED AGREEMENTS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER UNDER THIS CONTRACT DURING THE YEAR IN WHICH THE CLAIM AROSE, NOT TO EXCEED ONE YEAR.

8. TERM AND TERMINATION

a. This Contract shall remain in effect from the date of its execution until the completion of the project to which it pertains, unless otherwise terminated by one of the Parties.

b. Either Customer or STAR may terminate this Contract by submitting a 30-day written notice to the other Party. Customer shall be responsible for payment of all work performed and materials purchased prior to termination date. STAR may terminate this Contract and perform no further work in the event that Customer fails to pay STAR. Customer shall have no recourse against STAR in this event, and customer shall continue to be obligated for any payments due. Customer's payment obligations shall survive termination or expiration of this Contract. Customer agrees to pay for STAR's costs, including reasonable attorney's fees, in the event that STAR brings legal action to enforce Customer's payment obligations.

9. FORCE MAJEURE

STAR shall not be liable to Customer for causes or consequences beyond its reasonable control. Dates or times by which STAR is required to make performance under this Agreement shall be postponed automatically to the extent that STAR is prevented from meeting them by causes beyond its reasonable control.

10. ENTIRE CONTRACT

All of the terms and conditions to this Contract are specified herein. This Contract supersedes all prior communications, representations or contracts between the Parties, whether verbal or written, including any printed terms and conditions which may appear

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on work orders, purchase orders, invoices or other forms to the extent such terms are different from or inconsistent herewith.

This Contract contains the entire agreement between the Parties with respect to the subject matter hereof, and prior or collateral representations, promises or conditions in connection with or in respect to the subject matter hereof that are not incorporated herein are not binding upon either of the parties. This Contract may only be modified by an express written amendment to it.

11. SEVERABILITY

If any provision or any portion of any provision of this Contract is construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Contract to the same extent and effect as if it were never incorporated herein, but all other provisions of this Contract and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect; provided that such resulting construction of the Contract does not frustrate the main purpose of the Contract.

12. DEFAULT AND WAIVER

A failure of either party to enforce at any time any term, provision, or condition of this Contract, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein; in no way whatsoever shall a waiver of any term, provision or condition of this Contract be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

13. NOTICES

All notices from either Party to the other hereunder will be in writing; signed by the Party giving notice; and will be deemed given when delivered personally, by courier service or when deposited in the U.S. Mail, certified or registered mail, return receipt requested, postage prepaid and properly addressed to STAR at 6841 Power Lane SW, Alexandria, Minnesota, 56308, and to Customer at the address noted above.

14. LIMIT OF AUTHORITY

Both Parties are independent contractors, and this Contract does not constitute or appoint either Party as the legal representative of the other for any purpose whatsoever. Neither Party has authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other Party, and neither Party has authority to bind the other in any manner whatsoever.

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15. MODIFICATIONS

No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained herein, or any future representation, promise or condition in connection with the subject matter hereof, will be binding upon either party unless in writing and signed by an authorized representative on its behalf. Provided however, that STAR reserves the right to amend Specifications and Pricing.

16. GOVERNING LAW

This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota (without regard to the principles of conflicts of law embodied therein) applicable to contracts executed and performable in such state. In the event that litigation is required to settle any dispute between the Parties relating to this Contract, the litigation will be held solely in the Federal or State Court having jurisdiction over Douglas County, Minnesota. STAR and Customer hereby consent to personal jurisdiction and exclusive venue of those courts.

17. NO THIRD-PARTY BENEFICIARIES

This Contract is for the sole benefit of the Parties hereto and their assigns and nothing herein express or implied shall be construed to give to any person or entities, other than the Parties hereto and such assigns, any legal or equitable rights hereunder.

18. ASSIGNMENT AND SUBCONTRACTING

This Contract and any rights or obligations hereunder are freely assignable without the prior written consent of the other Party. In addition, STAR reserves the right to subcontract with a third party who works under STAR's supervision to fulfill STAR's obligations hereunder.

19. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same document.

20. AUTHORITY TO SIGN

The Parties represent that each has the full and necessary authority to enter into this Contract, and that the individuals executing this contract on behalf of a Party has the full authority to bind that Party.

CONFIDENTIALITY STATEMENT: STAR and Customer agree that the contents of this document are confidential and that they will not, at any time directly or indirectly make any independent use of, publish, or disclose to any person or organization the contents of this document.

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STAR Energy Services LLC

Signature: Lois Croonquist _____ Date: February 23, 2026 _____

Lois Croonquist, CEO

Customer

Budget: $ _____

Please provide a budget to assist with scheduling timelines.

Print Name: _____

Title: _____

Signature: _____ Date: _____

Authorized Representative

The attached page(s) contain the Project Details and Pricing information →

Prepared by:

Clarissa Blakeman

February 23, 2026

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Xodo Sign Document Hash: f1d4c5b57b7a4fa1b72ab8d372a17449

From: Brian Malm
To: Mitchell Walbridge
Subject: River Crossing Borings
Date: Tuesday, February 17, 2026 8:01:41 AM
Attachments: img_275d8390-f06f-495d-8cdf-8f0bd369ebfd.png
img_542b3117-57eb-48f7-9153-b15b053da8fa.png
img_9289f900-41f4-4596-8a98-b5f4a3a4fe29.png
img_af3727d2-6f37-4e70-b707-06f9e52f9b4f.png
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img_1c5ab986-fb49-44b4-8b39-4bde0242d8db.png
img_3b088ec9-0039-4b98-8d52-39d03ec2557a.png
img_54b5f38b-7562-4844-853a-ead12316c4dc.png
img_9540a6fe-441e-4b4a-a6cf-7a951c869185.png
img_630eb026-e949-461b-bcde-389e27b3cbf7.png
img_be70ab88-3480-4ba9-8675-93c005b0e33b.png
img_c91ecde7-d8dc-4f93-9d17-3c346da55fde.png
10006228_001 Lanesboro HDD Crossing_Geo Proposal.pdf
P-0049989 Lanesboro Proposal Final.pdf
PJY255073 - Geotechnical Proposal - Root River Utility Crossing - Lanesboro MN - signed.pdf

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Mitchell,

After reviewing the soil boring locations/depths that MnDOT performed for the TH 250 work, we've determined that they do not provide the necessary information we need to design the watermain and forcemain connections from TH 250 across the river to Norway Drive. I requested proposals from 3 geotechnical firms to complete the necessary borings (attached). All three proposed a similar scope of work, and the lowest cost is Terracon at a cost of $14,300.

Would you be able to approve, or obtain approval, for this work to proceed? Let me know if you have any questions. Thank you.

BOLTON & MENK
Real People. Real Solutions.

TOP WORK PLACES 2025 StarTribune
TOP WORK PLACES 2025 Des Moines Register
TOP WORK PLACES 2025 Charlotte
TOP WORK PLACES 2025 Greenville Columbia Charleston

Brian Malm, PE (IA, MN, WI)
Municipal Practice Leader | Principal
Bolton & Menk, Inc.

2900 43rd Street NW Suite 100, Rochester, Minnesota, 55901
(507) 361-6630
(507) 381-7511
brian.malm@bolton-menk.com
www.Bolton-Menk.com

BRAUN INTERTEC

January 23, 2026 Proposal 10006228_001

Brian Malm
Bolton & Menk, Inc.
2900 43rd Street NW, Suite 100
Rochester, MN 55901

Re: Proposal for a Geotechnical Evaluation
Lanesboro HDD Crossing
202 Parkway Avenue South
Lanesboro, Minnesota

Dear Mr. Malm:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a geotechnical evaluation for Lanesboro HDD Crossing at the referenced site.

Project Information

Per our email correspondence on January 14, 2026, we understand the proposed project will include the construction of a new 4" diameter force main and an 8" diameter water main under the Root River in Lanesboro, Minnesota. We understand that the new pipes will be installed via Horizontal Directional Drilling (HDD), and that pipes will be placed a minimum of 5 feet below the existing riverbed.

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 new utilities.

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 aerial photographs, it appears that the site is accessible to an all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

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 by you, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. In order to link 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 for notifying 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.

Penetration Test Borings

As requested, we will drill three standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to termination depths. If our borings met auger refusal on apparent bedrock prior to reaching their planned termination depths, we will terminate boring. We are not including rock coring in our proposal fees.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (ft)
ST-1, ST-2	SPT	2	60
ST-3	SPT	1	35
	Total	3	155

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

We are planning for the borings to be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the MDH by mail a “Sealing Notification Form”, and (2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling (sounding/coring) at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 155 linear feet of borehole with grout.

Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes.

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 releveling 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 anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), sieve analysis tests, organic content tests, and Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

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 structure design and performance.

Report

We will prepare a report including:

- A CAD 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 materials during construction.
- Discussion of the impact of the in-situ materials on creating a stable borehole and efficient slurry regarding soil grain size, plasticity, unit weight, and consistency.

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 6 to 8 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Draft report submittal – within about 3 weeks of completion of field exploration
- Final report submittal – within 3 days of receiving comments on the draft report

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 $16,435. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of $165 per hour. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

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 snow plowing, 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 $420 per hour.

General Remarks

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

Our services will be provided under the Subconsultant Master Agreement for Professional Services (Task Order) between Bolton & Menk, Inc. and Braun Intertec Corporation, dated January 8, 2025. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kyle Johnson at 507.923.3626 or kjohnson@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Kyle C. Johnson, PE
Project Engineer

Brandon K. Wright, PE
Senior Manager, Senior Engineer

Attachments:
MDH Notification Form

The proposal is accepted, and Braun Intertec is authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

Minnesota Department of Health
Well Sealing Notification Form

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.

Project Name: _____

Site Address: _____

_____

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS

Send notification form and payment (check, money order, or credit card information) to:

Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502.

Well Management Section Fax Number: (651) 201-4599.

Minnesota Unique Well No. or W-series No. (Leave blank if not known) | **Minnesota Well and Boring Sealing No.** H

Card Type: ☐ Visa ☐ Mastercard ☐ Discover Exp. Date

Print Cardholder Name

☐ Well Sealing Notification (269)

Check Well Type: ☐ Water-Supply Well ☐ Monitoring Well ☐ Other

Check Box If: ☐ Well is Multiple Cased ☐ Larger than 8-inch Inside Diameter

Card Number | 3-Digit Security Code (Printed on back side of card.)

Authorized Signature

WELL LOCATION	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.) ¼ ¼ ¼		
	Well Location Address		City	State	Zip Code	Est. Depth	Casing Diameter	
WELL OWNER	Well Owner Name (Print)					Daytime Telephone Number ( )		
	Well Owner Street Address		City	State	Zip Code			
	Well Owner Signature					Date		
WELL CONTRACTOR	Well Contractor Company Name (Print)	Certified Rep. Signature		Date	Company License No.			

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.

January 28, 2026

Bolton and Menk
2900 43rd Street NW, Suite 100
Rochester, Minnesota 55901

Attn: Brian Malm, PE

RE: Proposal for Geotechnical Services
Lanesboro Force main
Lanesboro, MN
AET Proposal No. P-0049989

Dear Mr. Malm:

On behalf of American Engineering Testing, Inc., we are pleased to submit this proposal to you for the proposed force main installation project in Lanesboro, MN. In this proposal, we present a description of our understanding of the project, an outline of our proposed scope of service, and our proposed fee.

PROJECT DESCRIPTION

Our understanding of the project is based upon information provided in your email request for proposal. We understand the project will consist of installation of a new 4-inch force main and 8-inch water main beneath the Root River in Lanesboro, Minnesota.

SCOPE OF SERVICES

Field Exploration

Based on the information provided by you, we understand the proposed utilities will be installed approximately 5 feet beneath the existing river bottom elevation at the proposed crossing. Based on our understanding of the project and your request, we propose the following scope of services:

- Arrange clearance of underground public utilities through Gopher State One Call.
- Perform 3 borings, two to depths of 60 feet and one to 35 feet.

The boring locations are shown on the attached boring location map, prepared by Bolton and Menk. We will extend the borings to at least elevation 800 feet to identify the subsurface conditions at the proposed utility installation elevation, using a combination of SPT sampling and rock coring methods.

Prior to drilling, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. The marking of private utilities must be arranged by the property owner prior to our drill crew mobilization. See our discussion regarding private underground utilities later in this proposal.

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We assume the boring locations will be accessible to our drill crew using an all terrain drilling rig. Accessing the boring locations may leave ruts in the ground. We assume that the City will perform any site restoration work. We have not included a fee for site restoration in our cost estimate.

AET will drill the boreholes at locations agreed upon with you prior to the start of drilling at the sites. GPS coordinates and elevations of the final boring locations will be collected and reported on boring logs. We will drill overburden soils in the borings using hollow-stem augers and/or mud rotary methods. We will collect samples at 5-foot intervals to the planned termination depth of each boring.

Our crew will keep field logs noting the methods of drilling along with the Standard Penetration values (N-values), rock core recovery, preliminary soil classifications, and observed groundwater levels. Representative portions of the recovered split-barrel soil samples will be sealed in jars to reduce moisture loss and submitted to our laboratory for examination, testing, and final soil classification.

We will backfill the boreholes to comply with State requirements. This includes backfilling boreholes advanced deeper than 15 feet in soils with bentonite grout, and backfilling borings advanced 3 feet or more into bedrock using neat cement grout. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. AET cannot accept any liability associated with pedestrian injury.

Laboratory Testing

The laboratory testing will be initiated by a geotechnical engineer examining each of the recovered soil samples to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams found in the samples. We will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System (USCS).

Geotechnical Engineering Report

Following the field and laboratory testing, we will prepare a geotechnical engineering report which will present the means and methods of our field and laboratory operations, the final boring logs, and the laboratory test results. This report will include logs of the test borings, the laboratory test results, and our geotechnical engineering opinions and recommendations regarding the following:

- General compatibility of the site for HDD utility installation, including a discussion of geotechnical risks.
- Evaluation of the subsurface profile in accordance with ASTM F1962.
- Recommendations for utility backfill, including material types and compaction requirements.

Calculations associated with “frac-outs” which may occur during the HDD installation are excluded from this proposal.

SCHEDULE

At this time, we can complete the field work within about 6 weeks of authorization to proceed. The drilling will take a total of 3 days to complete. After completion of drilling at each site we will submit our geotechnical report within an additional 3 weeks. Please contact us if a revised schedule is needed for the project.

FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects. Our estimated total cost is $22,285. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays or unforeseen conditions. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater.

PRIVATE UTILITIES

We have reviewed the site and note that there may be buried private utility lines on the property. Private utilities have to be marked by others. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property

owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified.

TERMS AND CONDITIONS

Our services will be conducted in accordance with the Subconsultant Master Agreement for Professional Services between BMI and AET, dated January 1, 2021.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on-site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

Please contact us if you have questions or need additional information.

SIGNATURE

AMERICAN ENGINEERING TESTING, INC.

Jacob L. Heimdahl, PE (MN, IA, WI, SD)
Senior Geotechnical Engineer

Stephen L. Mullen, PE (MN)
Area Manager/Senior Engineer

Attachments: Proposed Boring Location Map (prepared by Bolton and Menk)

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0049989

SIGNATURE:_____

PRINTED NAME:_____

COMPANY:_____

ADDRESS: _____

PHONE NUMBER AND EMAIL:_____

DATE:_____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

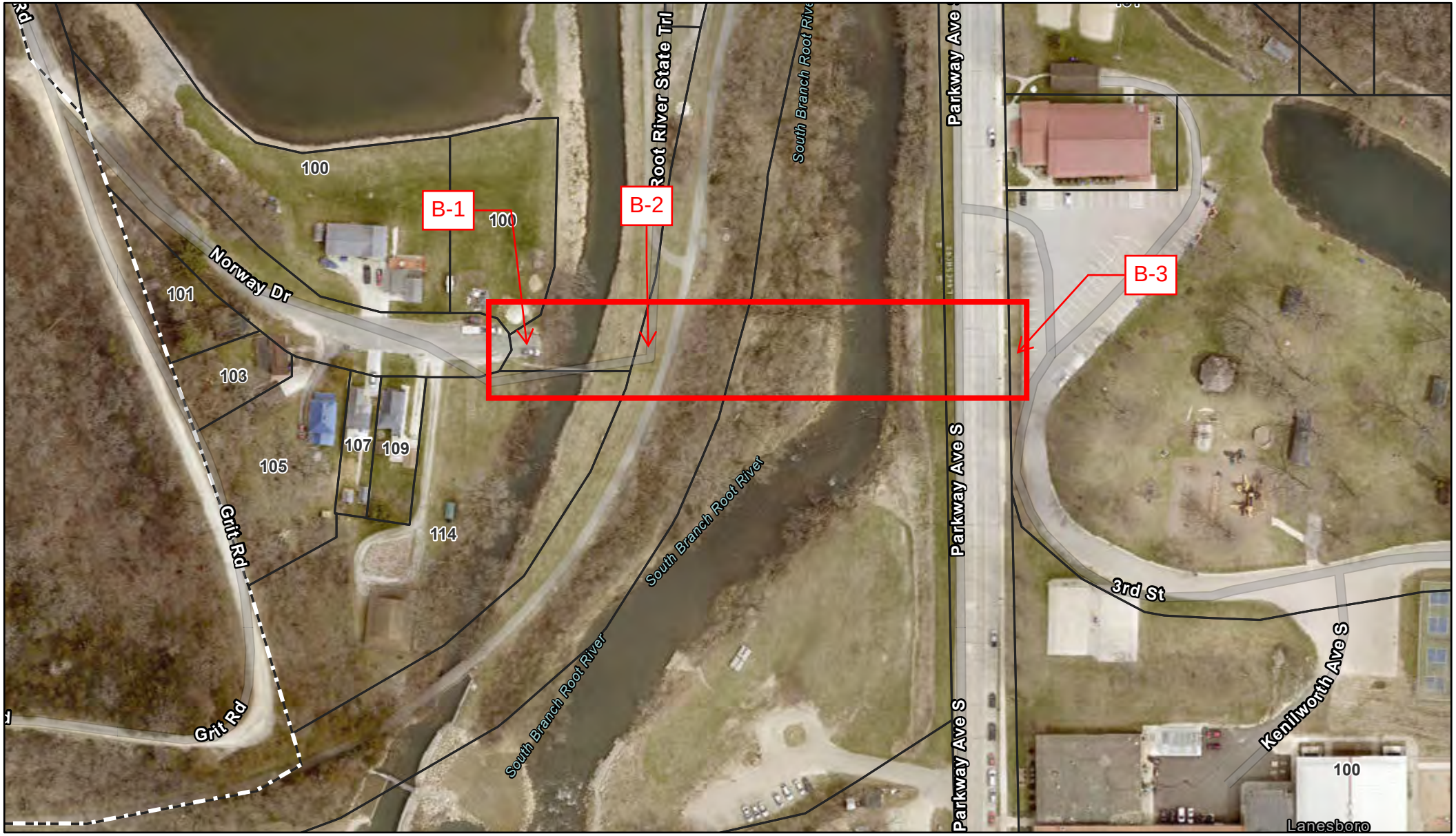
AP CONTACT NAME:_____

BILLING/MAILING ADDRESS:_____

AP PHONE NUMBER AND INVOICE EMAIL:_____

P.O. NO./ PROJECT NO.: _____

Root River Crossing-Sewer/Water Boring



12/11/2025, 9:52:40 AM

Lane_cty22_cc.sid

Red: Band_1

Green: Band_2

Blue: Band_3

City Limits

Parcels

1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

Microsoft, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

City of Lanesboro, MN

Earthstar Geographics | Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS |

2625 Highway 14 W, Ste F
Rochester, MN 55901
P (507) 722-7365
Terracon.com

February 12, 2026

Bolton & Menk Inc.
2900 43rd Street NW, Suite 100
Rochester, MN 55901

Attn: Brian Malm, PE
P: (507) 381-7511
E: Brian.malm@bolton-menk.com

RE: Proposal for Geotechnical Engineering Services
Root River Utility Crossing
Norway Drive and Parkway Avenue South
Lanesboro, Minnesota
Terracon Proposal No. PJY255073

Dear Mr. Malm:

We appreciate the opportunity to submit this proposal to Bolton & Menk Inc. (Bolton & Menk) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is $14,300. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Kyle T. Schmidt, EIT
Staff Engineer

Kyle M. Shubert, PE
Operations Manager

Reference Number: PJY255073

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Bolton & Menk Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Root River Crossing Utilities project ("Project"), as described in Consultant's Proposal dated 02/12/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Minnesota law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Bolton & Menk Inc**
By:	Date: **2/12/2026**	By:	Date:
Name/Title:	**Kyle M Shubert, PE / Office Manager I**	Name/Title:	**Brian Malm / Principal**
Address:	**2625 Highway 14 W, Ste F**	Address:	**2900 43rd Street NW, Suite 100**
	Rochester, MN 55901-7597		**Rochester, MN 55901**
Phone:	**(507) 722-7365** Fax:	Phone:	**(507) 381-7511** Fax:
Email:	**Kyle.Shubert@terracon.com**	Email:	**brian.malm@bolton-menk.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Bolton & Menk and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Bolton & Menk and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Brian Malm with Bolton & Menk on December 11, 2025. The request included a Google Earth image of the site showing the proposed HDD location, and existing condition drawings showing the elevations of the river at the proposed utility crossing.
Project Description	The project consists of directionally drilling a new 4-inch forcemain and an 8-inch watermain under the Root River in Lanesboro, MN. The proposed borings will help Bolton & Menk assess the technical feasibility and constructability using trenchless or trenched pipe installation methods to install the new utility lines at the proposed line corridor.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located along the Root River between Norway Drive and Parkway Avenue South in Lanesboro, Minnesota. Latitude/Longitude (approximate): 43.7183°, -91.9775° (See Exhibit D)
Existing Improvements	Based on the provided information, road right-of-way with areas of overhead electric transmission lines and poles/towers and possibly underground utilities are present at the project site. The spillway for the dam also runs through the proposed utility.
Current Ground Cover	Moderately vegetated with grasses, low brush, and trees.

Item	Description
Existing Topography	Boring depths have been estimated in part with the provided elevation profile of the river and Brian Malm's request to advance the borings to an elevation of 800 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our track-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist sand and gravel overlying dolomite at depths within approximately 50 to 60 feet below ground surface.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and preparation of a Subsurface Exploration and Laboratory Testing Report. These services are described in the following sections.

Field Exploration

Based on input provided by Bolton & Menk, and our experience with similar projects, we propose the following field exploration program which is anticipated to be completed with 3 days of on-site activities.

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location [2]
2	60	B-1 and B-2
1	35	B-3

1. Based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered. Rock coring is not included in our scope of work.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. We assume Bolton & Menk will provide us with the ground surface elevation at each boring.

Subsurface Exploration Procedures: We will advance borings with a track-mounted drill rig using continuous flight augers (hollow stem) or rotary wash boring techniques. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some

disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings in accordance with Minnesota Department of Health requirements. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Gopher State One Call. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: We assume that city/county permits will not be required to complete the proposed soil borings. Terracon must be granted access to the site by the property owner(s). Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00 a.m. and 5:00 p.m.). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a Subsurface Exploration and Laboratory Testing report will be prepared under the supervision of a licensed professional engineer. The Subsurface Exploration and Laboratory Testing report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- General design and construction considerations for the HDD installation

Please note that Hydraulic Fracture and Inadvertent Return (HFIR) and settlement analysis is not included in our scope of services.

Please note that geotechnical engineering recommendations were not requested in the scope of services and are not included in our fee estimate for this project.

In addition to an emailed report, your project will also be delivered using our client portal, **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Subsurface Exploration and Laboratory Testing Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to

confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Standard of Care and Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar projects in the same geographical area during the same time. Terracon makes no warranties, either express or implied, regarding the findings, conclusions, or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. The services will be performed in accordance with the scope of work agreed with you, our client.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from services performed under this scope of work; such information is subject to change over time. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee[2]
Geotechnical Engineering[1], Public Utility Locates, Laboratory Testing, Subsurface Exploration and Lab Testing Report	$14,300

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of $900 would be invoiced. A drill crew standby rate of $350 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, snow clearing, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule [1, 2]
Kickoff Call with Client	3 business days after notice to proceed
Field Exploration	Drill dates and times will be coordinated with client. Based on our current backlog, we anticipate field work could start late-March 2026. About 3 days on-site for soil borings.
Site Characterization (Draft Boring Logs)	5 to 10 business days after completion of field program
Geotechnical Engineering Report	10 to 15 business days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

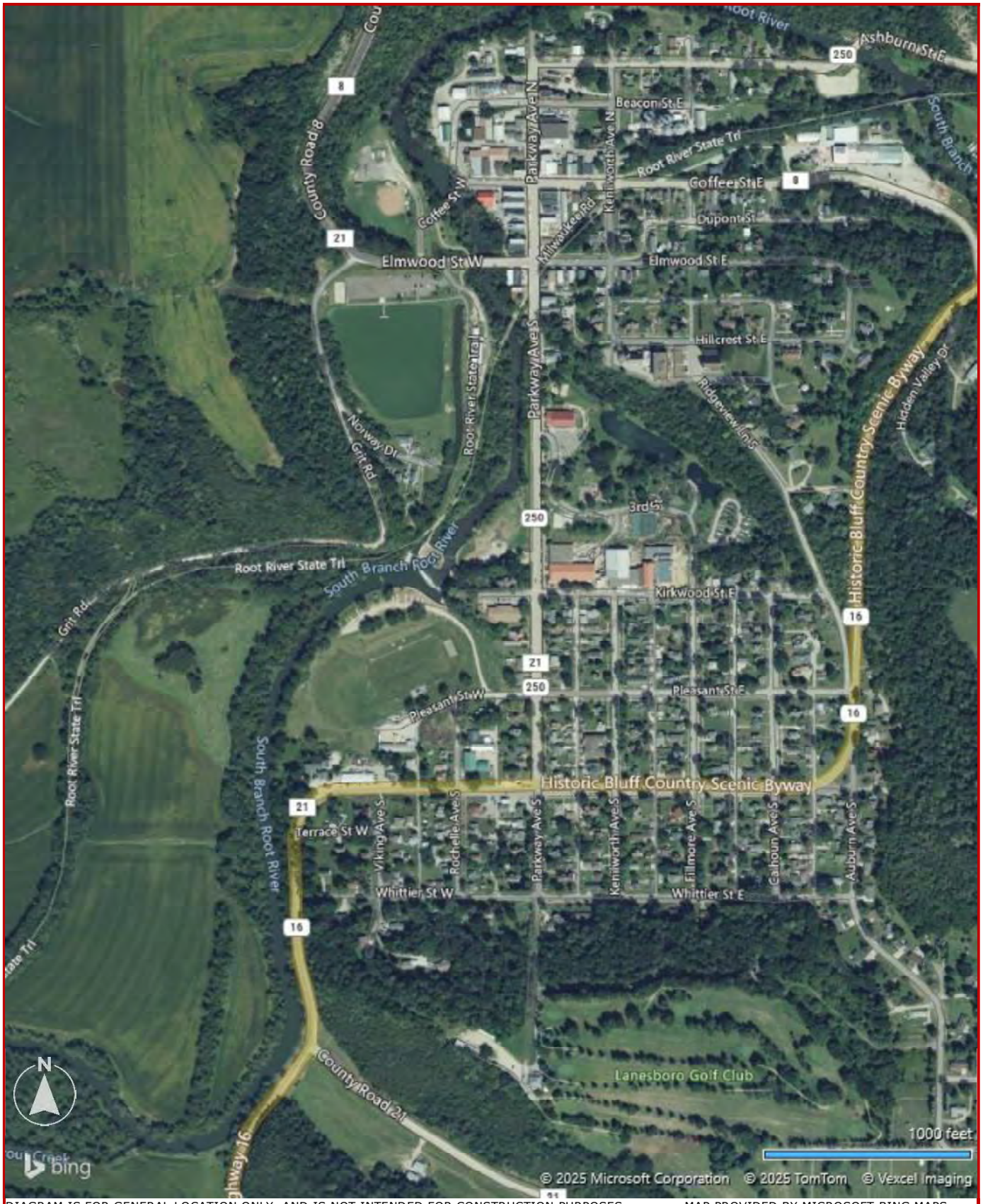


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Executive Summary

The Scoop is Lanesboro's premier ice cream shop, located at the very busy corner across from the bicycle/walking bridge in downtown Lanesboro, Minnesota. The business was purchased in late 2025 by 3 Peas in a Pod, an LLC owned by sisters Jeanette Kappers, Angie Strain, and Jackie Horsman. They are seeking a $20,000 loan from the Lanesboro EDA Revolving Loan Fund to support working capital needs including inventory, equipment replacement, and unexpected start-up costs. The business is seasonal, employing 15 part time staff between April 15 and October 15.

Financial analysis includes review of 2023 and 2024 tax returns from the previous owners, which demonstrates responsible management and steady growth. Projections indicate a 2026 Debt Service Coverage Ratio (DSCR) of 2.63, with a temporary dip in 2027 due to the anticipated downtown road construction project, followed by recovery in 2028.

The proposed $20,000 loan will be amortized over seven years at a 2.0% interest rate and be repaid biannually to coincide with the bank payments. Collateral will include a second mortgage filing for the shop at 100 Parkway Avenue N in Lanesboro and 15.10 acres of farmland near Chatfield (owned by Jeanette and her spouse), as well as a blanket UCC filing on furniture and fixtures at the Lanesboro property.

As a popular business in Lanesboro, The Scoop will continue to contribute significantly to the vitality of downtown Lanesboro. This is evidenced during summer months, where people wait in a long line for their scoop of ice cream in a cone or dish. The RLF funding will assist the new owners as they assess the needs of the business, including inventory, potential equipment replacement, and adding new product lines.

EDA staff recommend approval of this loan request, subject to the outlined terms and Lanesboro City Council approval.

Background

The Scoop is owned by 3 Peas in a Pod, LLC, which is owned by sisters Jeanette Kappers of Chatfield, Angie Strain of Chatfield and Jackie Horsman of Wykoff. Jackie owns a marketing firm called Revo Media and has clients throughout Minnesota. She has owned this business since 2012. Jeanette and her husband own Kappers Big Red Barn in Chatfield and have done this for over 20 years. The Market in Lanesboro sells their milk. Angie is employed full time by Mayo Clinic in the Purchasing department.

The store is open during Lanesboro's "high season", specifically April 15 through October 15 and sells Bridgeman's ice cream and Abdallah chocolates (and possibly another Minnesota brand). The business employs up to 15 part-time staff (including a maintenance person) in the summer at an average hourly wage of $13.50. The number of staff fluctuates

and may seem high because scheduling is done based on availability (requiring more people to fill all shifts). They currently have 11 staff members who plan to come back for the 2026 season. Jeanette plans to be at the shop 30-40 hours per week. Jackie will be there on a part-time basis based on her schedule and is managing the marketing and public relations activities at no charge. Angie will have limited availability at the shop, but will be handling the financial activities, including payroll, inventory purchasing, and accounts payable.

Jackie contacted the Lanesboro EDA in mid-summer to discuss the idea of purchasing the business and was given several resources for business development, including the Small Business Development Center (SBDC) for assistance with business planning and financial projections. She followed up with those resources, and the LLC was registered with the Minnesota Secretary of State on December 9, 2025. The business purchase was finalized in late 2025.

Request/Need

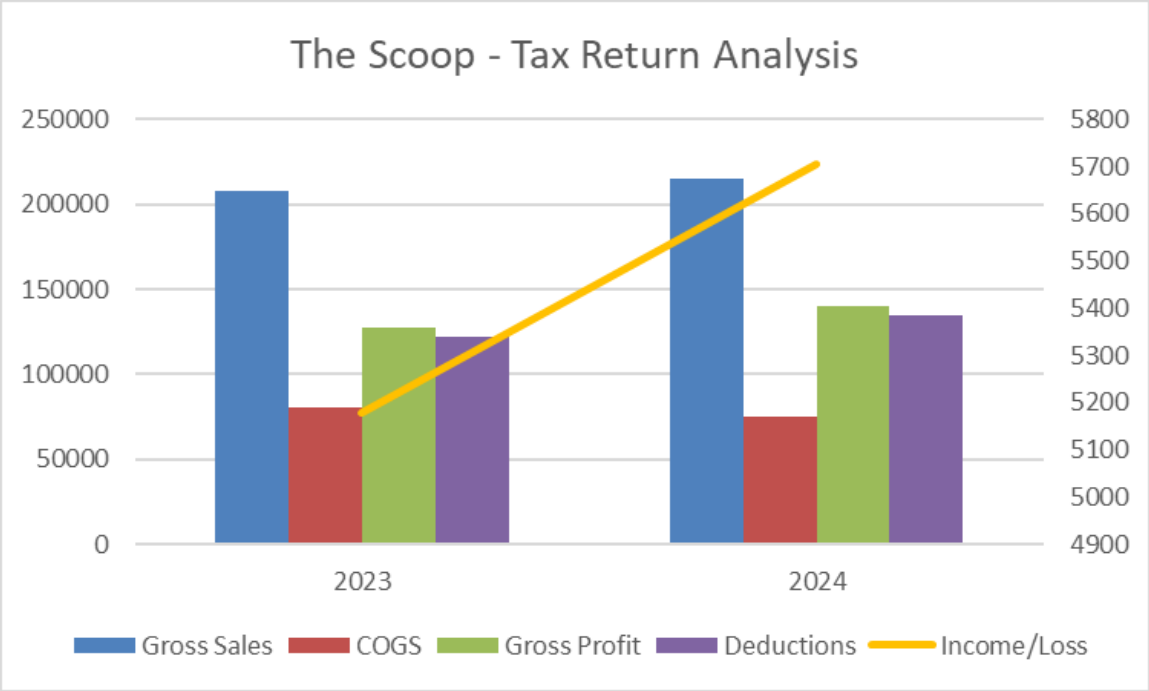
The applicant is requesting a loan of $20,000. The purpose of the funding request is to assist with working capital. Funding will be used to establish inventory for the 2026 season and replace equipment as needed. It will also assist with potential expansion of product lines (e.g., dairy-free options) and innovative product delivery (e.g., an ice cream truck or bicycle).

Credit and Capacity

The applicants are requesting $20,000 from the Lanesboro EDA RLF program. Current debt includes a primary loan with Merchants Bank of St. Charles. Each sister contributed $3,000 cash toward the earnest money, and when they received that back after the purchase, they put it aside to use for initial start-up costs (attorney fees, workers' compensation insurance, building insurance, etc.).

Three-year projections (2026-2028) were created and submitted by the applicant. They were reviewed and adjusted for the 2027 season by the Lanesboro EDA Director based on previous projects. The Debt Service Coverage Ratio (DSCR) is 2.63 for 2026. In 2027 and 2028, the projected DSCR is 1.47 (due to the road construction project) and 3.52 (road construction recovery), respectively. The 2027 projections are calculated based on decreased sales, which is a concern for all businesses in Downtown Lanesboro. Wages and costs for 2027 were left unchanged. The applicant has some innovative ideas for the 2027 season which could mitigate potential losses.

Tax returns for 2023 and 2024 were available from the previous owner and show modest year-over-year sales growth.



Collateral

The borrower will provide the EDA with a second mortgage on the business location (100 Parkway Avenue N, Lanesboro) and a second mortgage on 15.10 acres of farmland near Chatfield owned by Jeanette Kappers and her spouse. Appraisals on each property were completed by Merchants Bank in 2024. The global loan to value for the project at 54.5% and the EDA's Loan to Value is 4.1%. The collateral value is based on the real estate appraisal and estimated equipment, inventory, and fixtures.

Additional collateral will be held in the form of a blanket UCC-1 filing on furniture, fixtures and equipment, a Security Agreement (to be filed with the UCC-1), and signed personal guarantees from the applicants.

The property is in Lanesboro's Historical District but is not in a FEMA flood hazard zone.

Terms and Conditions

The loan request for $20,000 will be amortized over seven (7) years at a rate of 2.0%. Payments will be made biannually in June and December to coincide with the bank's loan payment schedule, and the loan can be paid in full at any time without penalty.

Recording and closing fees for the EDA loan include*:

- Application fee - $100.00
- Mortgage recording fee Lanesboro property - $46.00
- Mortgage registration tax Lanesboro property - $46.00
- Mortgage recording fee Chatfield property - $46.00
- Mortgage registration tax Chatfield property - $46.00
- UCC-1 filing fee - $20.00
- Security Agreement filing fee - $20.00
- Closing fee - $500.00

These fees will be paid by the borrower at the time of closing. *Subject to change.

Impact on Community

The Scoop will continue to employ up to 15 part-time staff during Lanesboro's summer tourist season (based on past staffing to start). The business will be open seven days a week from 10 a.m. until 8 p.m. (possibly 9 p.m.) between April 15 and October 15.

If the project is not funded, the owners will find other funding options. However, the Lanesboro EDA RLF is designed to assist business owners with its low interest rate and flexible terms. It also shows the EDA's commitment to the local business community.

Staff Recommendation

EDA staff have thoroughly reviewed the financial history and projections as well as the title history for this project. The loan will be funded through the EDA's original RLF, and the closing will be facilitated by attorney Greg Schieber from Harmony as the city's attorney, Joe O'Koren, has assisted with the purchase of the property. Staff recommend approval of this loan with the terms and conditions outlined above and contingent upon approval from Lanesboro City Council.

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CITY OF LANESBORO, MN
STREET/PARKING CLOSURE POLICY INFORMATION

Purpose: This policy is intended to assist the City Council in making sound street and parking closure decisions, while maintaining the best interest of all residents and businesses of the city, with the least disruption to the community as a whole.

Street/Parking Closure permits from the City of Lanesboro will be reviewed by the Public Works Supervisor, please advise as to the type of safety warning and barrier devices that will be needed for your project.

The Event/Street Closure permit application is attached on the following pages. Please read the instructions completely and include the required diagram in your application. Please complete **ALL** items below. Incomplete applications **WILL NOT** be processed.

You can submit your Event/Street Closure permit application by the following:

Email: MWalbridge@lanesboro-mn.gov
Mail: PO Box 333, Lanesboro, MN 55949
Drop off: City Office, 202 Parkway Avenue South, Lanesboro, MN 55949

Applicant Fees: $100 per barricade and $20 per cone damage deposit;

The Damage Deposit is refundable if the area used is left clean and in good condition and there is no damage to a barricade or cone. No staking of tents or other holes in the Streets or Right of Ways (ROW - area adjacent to a street including sidewalks. A $500.00 per hole fine will be imposed if found. *Please make checks payable to The City of Lanesboro.

No disruption to City Streets or Sidewalks by Tent Stakes, signage, etc.
The applicant agrees to comply with all of the terms and conditions and stipulations of this permit, all ordinances of the city and statues of the state and all other applicable laws and understands that failure to comply will result in immediate revocation of this permit. If the applicant does not adhere within the constraints of the conditions set forth on their approved Street/Parking Closure or failure to clean up from the event; applicant will be found in violation of the policy and this may result in denial of future permits for a period of one year from date of violation.

Indemnification.
The City shall not be liable to Applicant, its agents, servants, guests, employees, or invitees for any damage to person or property caused by any act, omission, or neglect (including the service and consumption of alcohol) of Applicant, its agents, servants, guests, employees, or invitees. Without limiting or being limited by any other indemnity in this Agreement, but rather in confirmation and furtherance thereof, Applicant agrees to indemnify, defend, and hold City harmless of, from, and against any and all losses, damages, liabilities, claims, actions, causes of action, demands, liens, costs, or expenses (including, but not limited to, court costs, reasonable attorney's fees, and litigation expenses) in connection with any injury to or death of any person or damage to or theft, loss, or loss of the use of any property occurring on or about the Permit Area arising from Applicant's

Docusign Envelope ID: BEE03EF0-8EA4-4BE9-B4F9-13D38A38D396

occupancy or use of the Permit Area, or from any activity, work, or thing done, permitted or suffered by Applicant, in or about the Permit Area, or from any breach or default on the part of Applicant in the performance of any covenant, or agreement on the part of Applicant to be performed pursuant to the terms of this Agreement, or due to any other act of omission or willful misconduct of Applicant or any of its agents, servants, guests, employees or invitees. It is further explicitly understood by Applicant that Applicant accepts sole responsibility for its actions, and the actions of their agents, servants, guests, employees or invitees, regarding the service or consumption of alcohol on or within the Permit Area. This indemnification provision is a material term of this Permit Application and Agreement.
Waiver and Assumption of Risk.
The Applicant knows, understands, and acknowledges the risks and hazards associated with using the Permit Area and hereby assumes any and all risks and hazards associated therewith. Applicant hereby irrevocably waives any and all claims against the City or any of its officials, employees, or agents for any bodily injury (including death), loss or property damage incurred by the Applicant as a result of using the Permit Area, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability. This Waiver and Assumption of Risk provision is a material term of this Permit Application and Agreement.

Applications must be submitted 60 days prior to the event date. Applications will be authorized on a first come basis. If the requested event coincides with an approved or established event within the city, the application will be denied, you may be able to
work within the scope of the existing event if the chair of the event deems your activity appropriate.

No Assignment.
This Agreement shall not be assigned by Applicant unless agreed to in a separate signed writing by City.

Amendments.
Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

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CITY OF LANESBORO, MN
STREET/PARKING CLOSURE POLICY INFORMATION

CITY OF LANESBORO APPLICATION FOR EVENT/PERMIT TO CLOSE STREET OR PARKING SPACE

The following application is submitted to the City of Lanesboro as a request to hold an event and/or for a street closing or parking space closure on a public right-of-way.

Applicant Information:

Applicant/Organization Karen Heimdahl, Sylvan Brewing

Applicants Address 100 Beacon Street W, Lanesboro, MN 55949

Applicant Email: [redacted]

Provide two contact numbers for individuals that can be reached during the event:

Contact Person Karen Heimdahl Contact Phone [redacted]

Contact Person Ollie Lepper Contact Phone [redacted]

DESCRIPTION OF PURPOSE/EVENT

Foar a variety of reasons, primarily safety, we are requesting to block off a parking area permitted for permitted mobile food units in front of the brewery along the north curb of Beacon Street W. This would allow people to line up on the sidewalk versus into the street. It also allows for bicycle parking for customers.

*Please attach a sketch of the proposed layout and traffic control for the event to this application.

Please provide name and a signature from the property owners within the proposed area to be closed noting they are in agreement with the closure. Please include additional information if necessary on a separate document:

Name	Address	Signature
N/A		

Docusign Envelope ID: BEE03EF0-8EA4-4BE9-B4F9-13D38A38D396

CITY OF LANESBORO, MN
STREET/PARKING CLOSURE POLICY INFORMATION

LOCATION 100 Beacon Street W, Lanesboro, MN 55949

BETWEEN On street along south side of building &/TO _____

CROSS STREET CROSS STREET

DATE April 1, 2026 TIME _____

START DATE START TIME

DATE March 31, 2027 TIME _____

END DATE END TIME

*This will generally be referred to as the "Permit Area."

A certificate of General Liability Insurance in the amount of $1,000,000 naming the City as an additional insured for the event must be provided to the City Office. The policy should provide that it cannot be canceled upon ten (10) days written notice filed with the City Office. Insurance may be available through the League of Minnesota Cities GatherGuard program. https://www.lmc.org/insurance-trust/coverages/gatherguard/

Signed by:
Karen Heimdahl
8DF01C478BF7445...

2/26/2026

Applicant Signature Date

To request use of City-owned barricades and or cones, please complete the following, you will be responsible for setting up and moving the barricades and cones for the event.

# of Cones needed: None

# of Barricades needed: None

Pick up Date: N/A Pick up Time: _____

Return Date: _____ Return Time: _____

Docusign Envelope ID: BEE03EF0-8EA4-4BE9-B4F9-13D38A38D396

Requesting MFU to park here with customer window facing sidewalk

Docusign Envelope ID: BEE03EF0-8EA4-4BE9-B4F9-13D38A38D396

CITY OF LANESBORO - OFFICE USE ONLY

Date Deposit Paid: _____

Special Conditions:

_____

_____

_____

Detour and Barricade signage conditions:

_____

_____

_____

Date Issued: _____ Permit Expires: _____

Authorized By: _____

From:	Rob Wagner
To:	Darla Taylor; Mitchell Walbridge
Subject:	Re: Orders
Date:	Tuesday, February 3, 2026 2:55:05 PM
Attachments:	Member.pdf 2nd asst..pdf 3rd asst..pdf 1st asst..pdf Chief.pdf

---

Hi Mitchell and Darla-

I know we discussed the badges and I meant to get back to it sooner. Here is the request of the badges needed. Attached are the specifics needed. Thank you

ROB WAGNER, ***Project Manager // Technology Systems***

[redacted]

Building on Promises Kept since 1945

On Mon, May 5, 2025 at 10:43 AM Rob Wagner <rjw3@eganco.com> wrote:

> Hi Darla and Mitchell-
>
> I need to order grave flags (25), regular fire flags (3), and badges for the crew. I was wondering if this is something you can order tax exempt?
>
> Badges are attached and I need 1 of Chief, 1st, 2nd, and 3rd asst. and 12 members. This hasn't been done since I was last Chief and was something that has been missed.
>
> ROB WAGNER, ***Project Manager // Technology Systems***
>
> [redacted]
>
> ***Yes, Egan installs and maintains Security and Access Controls***

SMITH & WARREN®

A Century of Serving Those Who Serve.

Your Custom Product

Displayed size and color is approximate. Actual badge may vary

Actual Size: 2.375"W x 2.875"H

Product Overview

S158B

FINISH: GOL-RAY
LINE 1: CHIEF
LINE 2: LANESBORO
LINE 3: FIRE
LINE 4: EST. 1884
FONT TYPE: BLOCK
ENAMEL TYPE: HARD
TEXT SEPARATOR: NONE
LETTER COLOR: BLACK
SEAL: C193FRE
ATTACHMENT: PIN & SAFETY CATCH
SHAPE: FLAT
OPTIONS: SHELLBACK
ACCESSORY:
NOTES:

PRODUCT	QTY	UNIT PRICE
Badges: **S158B**	1	$154.50
Total Cost		$154.50

Dealer Fulfill

Ref: **124836** Pin:**8748** Dealer Link: https://www.visualbadge.com/DealerVB.aspx?quote_num=124836&pin=8748

Created With:

Privacy - Terms

SMITH & WARREN®

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Your Custom Product

Displayed size and color is approximate. Actual badge may vary

Actual Size: 2.375"W x 2.875"H

Product Overview

S158B

FINISH: GOL-RAY
LINE 1: 1ST ASST. CHIEF
LINE 2: LANESBORO
LINE 3: FIRE
LINE 4: EST. 1884
FONT TYPE: BLOCK
ENAMEL TYPE: HARD
TEXT SEPARATOR: NONE
LETTER COLOR: BLACK
SEAL: C193FRE
ATTACHMENT: PIN & SAFETY CATCH
SHAPE: FLAT
OPTIONS: SHELLBACK
ACCESSORY:
NOTES:

PRODUCT	QTY	UNIT PRICE
Badges: **S158B**	1	$154.50
Total Cost		$154.50

Dealer Fulfill

Ref: **124838** Pin:**4065** Dealer Link: https://www.visualbadge.com/DealerVB.aspx?quote_num=124838&pin=4065

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Your Custom Product

Displayed size and color is approximate. Actual badge may vary

Actual Size: 2.375"W x 2.875"H

Product Overview

S158B

FINISH: GOL-RAY
LINE 1: 2ND ASST. CHIEF
LINE 2: LANESBORO
LINE 3: FIRE
LINE 4: EST. 1884
FONT TYPE: BLOCK
ENAMEL TYPE: HARD
TEXT SEPARATOR: NONE
LETTER COLOR: BLACK
SEAL: C193FRE
ATTACHMENT: PIN & SAFETY CATCH
SHAPE: FLAT
OPTIONS: SHELLBACK
ACCESSORY:
NOTES:

PRODUCT	QTY	UNIT PRICE
Badges: **S158B**	1	$154.50
Total Cost		$154.50

Dealer Fulfill

Ref: **124839** Pin:**5944** Dealer Link: https://www.visualbadge.com/DealerVB.aspx?quote_num=124839&pin=5944

Created With:

SMITH & WARREN®

A Century of Serving Those Who Serve.

Your Custom Product

Displayed size and color is approximate. Actual badge may vary

Actual Size: 2.375"W x 2.875"H

Product Overview

S158B

FINISH: GOL-RAY
LINE 1: 3RD ASST. CHIEF
LINE 2: LANESBORO
LINE 3: FIRE
LINE 4: EST. 1884
FONT TYPE: BLOCK
ENAMEL TYPE: HARD
TEXT SEPARATOR: NONE
LETTER COLOR: BLACK
SEAL: C193FRE
ATTACHMENT: PIN & SAFETY CATCH
SHAPE: FLAT
OPTIONS: SHELLBACK
ACCESSORY:
NOTES:

PRODUCT	QTY	UNIT PRICE
Badges: **S158B**	1	$154.50
Total Cost		$154.50

Dealer Fulfill

Ref: **124840** Pin:**8172** Dealer Link: https://www.visualbadge.com/DealerVB.aspx?quote_num=124840&pin=8172

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SMITH & WARREN®

A Century of Serving Those Who Serve.

Your Custom Product

Displayed size and color is approximate. Actual badge may vary

Actual Size: 2.375"W x 2.875"H

Product Overview

S158B

FINISH: SIL-RAY
LINE 1: MEMBER
LINE 2: LANESBORO
LINE 3: FIRE
LINE 4: EST. 1884
FONT TYPE: BLOCK
ENAMEL TYPE: HARD
TEXT SEPARATOR: NONE
LETTER COLOR: BLACK
SEAL: C193FRE
ATTACHMENT: PIN & SAFETY CATCH
SHAPE: FLAT
OPTIONS: SHELLBACK
ACCESSORY:
NOTES:

PRODUCT	QTY	UNIT PRICE
Badges: **S158B**	1	$154.50
Total Cost		$154.50

Dealer Fulfill

Ref: **124841** Pin:**6331** Dealer Link: https://www.visualbadge.com/DealerVB.aspx?quote_num=124841&pin=6331

Created With:

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