



## CITY COUNCIL AGENDA

November 24, 2014

6:30 PM

City of Norwood Young America,  
310 West Elm Street, PO Box 59, NYA MN 55368  
(952) 467-1800

### 1. Call Meeting of Economic Development Authority to Order

1.1 Pledge of Allegiance

### 2. Approve Agenda

2.1 Approve minutes of October 27, 2014

### 3. Adjournment

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### 1. Call Meeting of City Council to Order

### 2. Approve Agenda

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

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

4.1 Approve minutes of November 10, 2014

4.2 Approve payment of claims

4.3 Countryside Veterinarian – Animal Impound Contract

4.4 Approve 2015-2016 Service Agreement for Joint Assessments

### 5. Public Hearing

5.1 Delinquent Utilities and General Invoices

5.2 Ordinance No. 255 - 2015 Fee Schedule

### 6. Old Business

6.1 Peace Villa, Issuance of 2015 Revenue Notes

### 7. New Business

7.1 Securities and Exchange Commission – Disclosure Compliance

7.2 Oak Lane Water & Sewer Trunk Fees

7.3 Adopt Resolution 2014-40 - Certifying Unpaid Fees to County Auditor for Collection in 2015

7.4 Adopt Ordinance No. 255 - amending Chapter 20 Fees – Adopting 2015 Fee Schedule

- 7.5 Approve summary publication of Ordinance No. 255
- 7.6 Public Utilities Director Position
- 7.7 Economic Development Consulting Contract
- 7.8 Waste Management Service Update
- 7.9 Schedule City Council Workshop Meeting

**8. Council Member Reports**

**9. Mayor's Report**

**10. Adjournment**

**\*The following informational items have been included in the Council packet for informational purposes, council review and discussion. No action is required by the City Council: 13<sup>th</sup> Annual Snowplowing Meeting Training**

**UPCOMING EVENTS**

- |                    |  |
|--------------------|--|
| <b>December 8</b>  | <b>City Council</b>                    |
| <b>December 11</b> | <b>Senior Advisory Committee</b>       |
| <b>December 16</b> | <b>Planning Commission – 7:00 p.m.</b> |

Norwood Young America Economic Development Authority Meeting Minutes  
October 27, 2014

Acting President Carol Lagergren called meeting to order at 6:32 p.m.

**EDA Present:** Mike McPadden, Jim Keller, Dick Stolz, Carol Lagergren

**EDA Absent:** Tina Diedrick

**City Staff Present:** Executive Director Steve Helget, City Clerk/Treasurer Diane Frauendienst, Public Works Director Brent Aretz,

**Also Present:** Planning Commission Rep Craig Heher, Girl Scout Troop 14221 Rachel Scott, Katie Patrin, and Riley Neubarth, Gerri Scott, Megan Neubarth

All in attendance stood for the Pledge of Allegiance.

**Approve Agenda:**

**Motion:** MM/DS, all in favor to approve the Agenda as presented.

Approve minutes of September 22, 2014

**Motion:** DS/MF, all in favor to approve the minutes from the EDA meeting on September 22, 2014

**Adjournment**

**Motion:** DS/MM, all in favor to adjourn at 6:33 p.m.

Respectfully Submitted,

Diane Frauendienst  
City Clerk

President

## Norwood Young America City Council Minutes

November 10, 2014

**Council Present:** Tina Diedrick, Mike McPadden, Dick Stolz, Carol Lagergren

**Council Absent:** Jim Keller

**City Staff Present:** City Administrator Steve Helget, City Clerk/Treasurer Diane Frauendienst, Public Works Director Brent Aretz

**Also Present:** Norwood Young America Times Reporter Adam Gruenewald, Commission Rep Craig Heher, Bond Counsel Martha Ingram, Brenda Schmitz, Curt Wilson, Nick Anhut

Mayor Tina Diedrick called the meeting to order at 6:30 p.m.

All present stood for the Pledge of Allegiance.

### **Approve Agenda**

**Motion:** MM/DS, all in favor to approve the agenda as written.

**Introductions, Presentations, Proclamations, Awards, and Public Comment:** None

### **Consent Agenda**

**Motion:** CL/DS, all in favor, to approve the consent agenda as presented.

Approve minutes of October 27, 2014

Approve payment of claims

Certify 11-4-2014 General Election results – Resolution 2014-36

Approve lawful gambling exempt permit for Catholic United Financial

Approve job description for custodian position

Authorize advertising for applications for part time custodian position

### **Public Hearing**

Establishing TIF District 1-5 and Adoption of TIF Plan: Mayor Diedrick opened the public hearing to hear public comment regarding the adoption of a modification to the Development Program for District No. 1, and the establishment of Tax Increment Financing District 1-5. Nick Anhut, financial advisor with Ehlers and Associates, stated that with the adoption of the TIF Plan, the City is creating a district to facilitate the expansion of the Peace Village senior living facility which would provide 25 assisted living and 12 memory care units in the City.

There was no public comment.

**Motion:** DS/MM, all in favor to close the public hearing at 6:46 p.m.

**Old Business** None.

### **New Business**

Peace Villa Easement Agreement: Administrator Helget reported that Peace Villa is requesting an easement agreement between the City and Peace Villa which would grant Peace Villa a non-exclusive easement to construct a walkway from the Haven building to the Harbor building. The purpose of the walkway is to allow egress/ingress between the two buildings for residents, staff, guests and other individuals. Peace Villa will be responsible for constructing and maintaining the walkway.

**Motion:** CL/DS, all in favor to approve the easement agreement with Peace Villa subject to the establishment of the legal description for the easement.

Peace Villa Vacancy Agreement: Administrator Helget reviewed the vacancy agreement, stating that it sets the terms and conditions ensuring that the marketing of the Haven at Peace Village will not cause excess vacancies at the Harbor.

**Motion:** DS/MM, all in favor to approve the vacancy agreement with Peace Villa.

Peace Villa Development Loan Agreement: Administrator Helget informed the Council that the city has provided \$71,023.62 in financing and funding to Peace Villa Inc., for the development of The Haven at Peace Village. It was the intention of Peace Villa to reimburse the City this amount when proceeds from Rural Development Funding were received. USDA Rural Development does not allow funds to be used in this manner. The Development Loan Agreement between the City and Peace Villa sets the terms at which the funds will be repaid.

**Motion:** CL/MM, all in favor to approve the Development Loan Agreement by and between the City of Norwood Young America and Peace Villa, Inc.

Issuance of Series 2014 Revenue Notes, Resolution 2014-37: Martha Ingram, Bond Counsel with Kennedy and Graven reviewed the Resolution 2014-37, which authorizes the issuance of Healthcare and Housing Revenue Bond (Series 2014A) and Taxable Healthcare and Housing Revenue Bond Anticipation Notes (Series 2014B). The issuance of these bonds will provide interim funding that will allow Peace Villa Inc. to move forward with the Haven Project. The Bonds are expected to be paid in full on or before December 1, 2016, from the proceeds of a permanent loan from Rural Development of the USDA.

**Motion:** CL/MM, all in favor to adopt Resolution 2014-37, a resolution authorizing the issuance, sale, and delivery of Healthcare and Housing Revenue Bond Anticipation notes under Minnesota Statutes, Chapter 462C, as amended, to finance a Multifamily Housing Development for the benefit of Peace Villa, Inc.; approving the forms of and authorizing the execution and delivery of the notes and related documents; and authorizing certain other actions with respect thereto.

Resolution 2014-38, Establishing TIF District No. 1-5 and Adopting TIF Plan: Nick Anhut reviewed Resolution 2014-38 stating that with the adoption of the resolution the Council is authorizing and establishing the TIF District 1-5.

**Motion:** DS/CL, all in favor to adopt Resolution 2014-38, a resolution adopting a modification to the development program for development District No. 1 and establishing Tax Increment Financing District No. 1-5 therein and adopting a Tax Increment Financing Plan therefor.

Contract for Private Development, Resolution 2014-39: Martha Ingram reviewed the contract for private development explaining that the contract is to identify Peace Villa's obligations to construct and maintain the facility (The Haven) and the City's obligations to reimburse certain qualified expenses through the use of tax increment financing.

**Motion:** CL/MM, all in favor; to adopt Resolution 2014-39, a resolution approving contract for private development and awarding the sale of, and providing for the form, terms, covenants and directions for the issuance of its Tax Increment Revenue Note, Series 2015; in the maximum principal amount of \$530,000.

Schedule City Council Workshop Meetings: Administrator Helget stated that workshops are needed to review and further discuss the 2015 budget and to discuss the pavilion structural issues and the rental policies.

**Motion:** CL/DS, all in favor to schedule City Council workshops for November 19 at 6:30 p.m. to discuss the 2015 Budget and December 18 at 6:30 p.m. to discuss the Pavilion.

### **Mayor's Report**

TD: Reminded everyone of the Veterans Day Program to be held at Central High School.

### **Adjournment**

**Motion:** CL/MM, all in favor to adjourn the meeting at 7:52 p.m.

Respectfully Submitted,

Diane Frauendienst  
City Clerk-Treasurer

Mayor

**CITY OF NORWOOD YOUNG AMERICA**

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

**To Be Approved: November 24, 2014**

<b>Pre-Paid Claims</b> (Check Sequence #502941-502963; 23801-23802)	<b><u>\$14,407.60</u></b>
<b>Claims Pending Payment</b> (Check Sequence#23803-23852)	<b><u>\$72,324.82</u></b>
<b>Grand Total</b>	<b><u>\$86,732.42</u></b>

Check #	Employee Name	Pay Period	Check Amount	Date	Status
502941	Hormann, Duane	21 SEMI-MONTHLY	\$383.90	14-Nov-14	Outstanding
502942	SCHRUPP, CHAD J	21 SEMI-MONTHLY	\$917.64	14-Nov-14	Outstanding
502943	Schuler, Tamara	21 SEMI-MONTHLY	\$964.93	14-Nov-14	Outstanding
502944	ARETZ, BRENT R	21 SEMI-MONTHLY	\$1,976.03	14-Nov-14	Outstanding
502945	FRAUENDIENST, DIANE J.	21 SEMI-MONTHLY	\$1,436.47	14-Nov-14	Outstanding
502946	KROELLS, RICHARD G	21 SEMI-MONTHLY	\$332.42	14-Nov-14	Outstanding
502947	LENZ, DEBRA A	21 SEMI-MONTHLY	\$1,239.89	14-Nov-14	Outstanding
502948	MENZEL, ALICIA	21 SEMI-MONTHLY	\$996.89	14-Nov-14	Outstanding
502949	SCHRUPP, JOHN O	21 SEMI-MONTHLY	\$1,231.37	14-Nov-14	Outstanding
502950	STENDER, DANIEL H	21 SEMI-MONTHLY	\$1,377.39	14-Nov-14	Outstanding
502951	Helgel, Steven P	21 SEMI-MONTHLY	\$2,173.02	14-Nov-14	Outstanding
502952	KLOEMPKEN, JASON A	21 SEMI-MONTHLY	\$13.70	14-Nov-14	Outstanding
502963	KLEIN BANK	21 SUMMARY CHECK	\$13,043.65	14-Nov-14	
			\$13,043.65		

NORWOOD YOUNG AMERICA, MN

11/19/14 2:47 PM

Page 1

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NOVEMBER 2014

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**10100 CHECKING**

Paid Chk# 023801 11/10/2014 ABDO, EICK, & MEYERS

E 101-41400-207	Training Instructional	\$75.00	city gov update seminar
	<b>Total ABDO, EICK, &amp; MEYERS</b>	<b>\$75.00</b>	

Paid Chk# 023802 11/10/2014 CARVERLINK-CARVER CO BROADBAND

E 101-42100-321	Telephone	\$64.15	
E 101-49860-321	Telephone	\$28.29	
E 101-46500-321	Telephone	\$32.08	
E 101-45500-321	Telephone	\$197.91	
E 101-45200-321	Telephone	\$0.00	
E 101-43100-321	Telephone	\$68.33	
E 101-42200-321	Telephone	\$206.66	
E 101-41940-321	Telephone	\$306.54	
E 101-41400-321	Telephone	\$128.33	
E 101-41320-321	Telephone	\$128.33	
E 101-41300-321	Telephone	\$128.33	
	<b>al CARVERLINK-CARVER CO BROADBAND</b>	<b>\$1,288.95</b>	

10100 CHECKING \$1,363.95

Fund Summary

10100 CHECKING

101 GENERAL FUND	\$1,363.95
	<b>\$1,363.95</b>

NORWOOD YOUNG AMERICA, MN

11/19/14 2:36 PM

Page 1

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Paid Chk# 023803	11/24/2014	ACTIVE911, INC			
E 101-42200-433		Dues and Subscriptions	\$374.00		DEVICE PURCHASE
		<b>Total ACTIVE911, INC</b>	<b>\$374.00</b>		

Paid Chk# 023804	11/24/2014	BOLTON & MENK, INC			
E 251-46331-305		Other Professional Fees	\$1,167.00	172006	PEACE VILLA EXPANSION
E 101-41320-303		Engineering Fees	\$759.00	172016	COMM DEV
E 601-49400-303		Engineering Fees	\$864.00	172016	WATER
E 603-49500-303		Engineering Fees	\$288.50	172016	STORM WATER
E 253-49450-303		Engineering Fees	\$1,407.46	172016	FLOODING
E 101-41500-303		Engineering Fees	\$149.00	172016	MISC
		<b>Total BOLTON &amp; MENK, INC</b>	<b>\$4,634.96</b>		

Paid Chk# 023805	11/24/2014	BOND TRUST SERVICES CORP.			
E 517-49331-604		Bond Service Charge	\$150.00	11391	GO BONDS 2009A
		<b>Total BOND TRUST SERVICES CORP.</b>	<b>\$150.00</b>		

Paid Chk# 023806	11/24/2014	CARDMEMBER SERVICE			
E 101-43100-221		Repair/Maintenance Equipment	\$606.17		
E 101-42200-331		Travel/Meeting Expense	\$999.25		
E 253-49450-223		Repair/Maintenance Bldg/Ground	\$1,047.48		
E 101-41410-331		Travel/Meeting Expense	\$37.08		Election meals
E 101-45200-223		Repair/Maintenance Bldg/Ground	\$295.68		
		<b>Total CARDMEMBER SERVICE</b>	<b>\$2,985.66</b>		

Paid Chk# 023807	11/24/2014	CARQUEST AUTO PARTS			
E 101-42200-221		Repair/Maintenance Equipment	\$10.14		FIRE DEPT ACCOUNT
		<b>Total CARQUEST AUTO PARTS</b>	<b>\$10.14</b>		

Paid Chk# 023808	11/24/2014	CARVERLINK-CARVER CO BROADBAND			
E 101-41300-321		Telephone	\$128.47		
E 101-41940-321		Telephone	\$306.54		
E 101-41400-321		Telephone	\$128.48		
E 101-49860-321		Telephone	\$28.29		
E 101-41320-321		Telephone	\$128.47		
E 101-43100-321		Telephone	\$68.33		
E 101-42200-321		Telephone	\$206.66		
E 101-42100-321		Telephone	\$64.24		
E 101-46500-321		Telephone	\$32.12		
E 101-45500-321		Telephone	\$198.10		
		<b>Total CARVERLINK-CARVER CO BROADBAND</b>	<b>\$1,289.70</b>		

Paid Chk# 023809	11/24/2014	CENTER POINT			
E 101-41940-383		Gas Utilities	\$12.59		318 ELM ST W
E 601-49400-383		Gas Utilities	\$129.57		104 3RD AVE SE
E 101-41940-383		Gas Utilities	\$63.00		310 ELM ST W
E 101-45500-383		Gas Utilities	\$36.97		314 ELM ST W

NORWOOD YOUNG AMERICA, MN

11/19/14 2:35 PM

Page 2

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NOVEMBER 2014

			Check Amt	Invoice	Comment
E 602-49450-383	Gas Utilities		\$14.02		405 2ND AVE SE
	<b>Total CENTER POINT</b>		<b>\$256.15</b>		
Paid Chk# 023810	11/24/2014	<b>CENTRAL AUTO REPAIR</b>			
E 101-43100-221	Repair/Maintenance Equipment		\$612.76	147884	P2 MOUNT & BALANCE TIRES
	<b>Total CENTRAL AUTO REPAIR</b>		<b>\$612.76</b>		
Paid Chk# 023811	11/24/2014	<b>CENTRAL FIRE PROTECTION, INC</b>			
E 601-49400-221	Repair/Maintenance Equipment		\$119.96	32371	FIRE EXTINGUISHER MAINENANCE
E 602-49450-221	Repair/Maintenance Equipment		\$119.95	32371	FIRE EXTINGUISHER MAINENANCE
E 101-42200-221	Repair/Maintenance Equipment		\$84.66	32371	FIRE EXTINGUISHER MAINENANCE
E 101-45200-221	Repair/Maintenance Equipment		\$86.66	32371	FIRE EXTINGUISHER MAINENANCE
E 101-43100-221	Repair/Maintenance Equipment		\$147.16	32371	FIRE EXTINGUISHER MAINENANCE
E 101-41940-221	Repair/Maintenance Equipment		\$73.86	32371	FIRE EXTINGUISHER MAINENANCE
	<b>Total CENTRAL FIRE PROTECTION, INC</b>		<b>\$632.25</b>		
Paid Chk# 023812	11/24/2014	<b>CENTURY LINK</b>			
E 601-49400-321	Telephone		\$51.12		
E 101-45200-321	Telephone		\$8.31		
E 602-49450-321	Telephone		\$349.00		
E 101-41940-321	Telephone		\$43.20		
	<b>Total CENTURY LINK</b>		<b>\$451.63</b>		
Paid Chk# 023813	11/24/2014	<b>CULLIGAN WATER CONDITIONING</b>			
E 602-49450-216	Chemicals and Chem Products		\$9.00		DEIONIZATION SERVICE
	<b>Total CULLIGAN WATER CONDITIONING</b>		<b>\$9.00</b>		
Paid Chk# 023814	11/24/2014	<b>DELTA DENTAL</b>			
G 101-21714	Dental Insurance		\$818.20		DENTAL INSURANCE
	<b>Total DELTA DENTAL</b>		<b>\$818.20</b>		
Paid Chk# 023815	11/24/2014	<b>DR DANS REFRIGERATION</b>			
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$468.00	11724	PAVILION REFRIDGERATOR
	<b>Total DR DANS REFRIGERATION</b>		<b>\$468.00</b>		
Paid Chk# 023816	11/24/2014	<b>DURBIN, CAROLYN</b>			
E 101-41410-331	Travel/Meeting Expense		\$20.16		MILEAGE
E 101-41410-103	Part-Time Employees		\$157.50		ELECTION JUDGE
	<b>Total DURBIN, CAROLYN</b>		<b>\$177.66</b>		
Paid Chk# 023817	11/24/2014	<b>ECONO FOODS</b>			
E 101-43100-210	Operating Supplies (GENERAL)		\$20.15		COFFEE & CREAMER
E 601-49400-210	Operating Supplies (GENERAL)		\$15.19		LAUNDRY DET
E 602-49450-210	Operating Supplies (GENERAL)		\$15.19		LAUNDRY DET
	<b>Total ECONO FOODS</b>		<b>\$50.53</b>		
Paid Chk# 023818	11/24/2014	<b>ERNST, FAYE</b>			
E 101-41410-103	Part-Time Employees		\$157.50		ELECTION JUDGE
E 101-41410-331	Travel/Meeting Expense		\$20.16		MILEAGE

NORWOOD YOUNG AMERICA, MN

11/19/14 2:38 PM

Page 3

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NOVEMBER 2014

		Check Amt	Invoice	Comment
<b>Total ERNST, FAYE</b>		\$177.66		
Paid Chk# 023819	11/24/2014 FLOWER MILL			
E 101-41330-319	Sr. Advisory Committee	\$38.99		LOTHAR WOLTER PLANT
<b>Total FLOWER MILL</b>		\$38.99		
Paid Chk# 023820	11/24/2014 HALLIDAY SCHULTZ, VICKI			
E 101-41410-103	Part-Time Employees	\$117.00		
<b>Total HALLIDAY SCHULTZ, VICKI</b>		\$117.00		
Paid Chk# 023821	11/24/2014 HASSE, GILBERT			
E 101-41410-331	Travel/Meeting Expense	\$29.68		MILEAGE
E 101-41410-103	Part-Time Employees	\$300.63		ELECTION JUDGE
<b>Total HASSE, GILBERT</b>		\$330.31		
Paid Chk# 023822	11/24/2014 HD SUPPLY WATERWORKS			
E 601-49400-229	Water Meters	\$3,125.04	C938353	SINGLE PORT UNITS
<b>Total HD SUPPLY WATERWORKS</b>		\$3,125.04		
Paid Chk# 023823	11/24/2014 HEALTH PARTNERS			
G 101-21706	Hospitalization/Medical Ins	\$9,119.20	53209858	HEALTH INSURANCE
<b>Total HEALTH PARTNERS</b>		\$9,119.20		
Paid Chk# 023824	11/24/2014 HEBEISEN, JEAN			
E 101-41410-331	Travel/Meeting Expense	\$20.16		MILEAGE
E 101-41410-103	Part-Time Employees	\$94.50		ELECTION JUDGE
<b>Total HEBEISEN, JEAN</b>		\$114.66		
Paid Chk# 023825	11/24/2014 HERRMANN, VERYL			
E 101-41410-103	Part-Time Employees	\$94.50		ELECTION JUDGE
E 101-41410-331	Travel/Meeting Expense	\$25.76		MILEAGE
<b>Total HERRMANN, VERYL</b>		\$120.26		
Paid Chk# 023826	11/24/2014 KEUSEMANN, EARL			
E 101-41410-331	Travel/Meeting Expense	\$22.40		MILEAGE
E 101-41410-103	Part-Time Employees	\$141.75		ELECTION JUDGE
<b>Total KEUSEMANN, EARL</b>		\$164.15		
Paid Chk# 023827	11/24/2014 LATZIG, CAROL			
E 101-41410-103	Part-Time Employees	\$155.25		ELECTION JUDGE
E 101-41410-331	Travel/Meeting Expense	\$20.16		MILEAGE
<b>Total LATZIG, CAROL</b>		\$175.41		
Paid Chk# 023828	11/24/2014 LATZIG, ELROY			
E 101-41410-103	Part-Time Employees	\$446.50		ELECTION JUDGE
E 101-41410-331	Travel/Meeting Expense	\$120.96		MILEAGE
<b>Total LATZIG, ELROY</b>		\$567.46		
Paid Chk# 023829	11/24/2014 LINCOLN MUTUAL LIFE & CASUALTY			

NORWOOD YOUNG AMERICA, MN

11/19/14 2:36 PM

Page 4

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NOVEMBER 2014

			Check Amt	Invoice	Comment
G 101-21715	Life Ins		\$48.00		LIFE INSURANCE
<b>Total LINCOLN MUTUAL LIFE &amp; CASUALTY</b>			\$48.00		
Paid Chk#	023830	11/24/2014	LMCIT		
E 101-41500-304	Legal Fees		\$13,777.30		CENTRA HOMES
<b>Total LMCIT</b>			\$13,777.30		
Paid Chk#	023831	11/24/2014	LOFFLER BUSINESS SYS LLC		
E 101-41400-437	Maintenance Contract		\$87.80	1857576	COPIER RENT
<b>Total LOFFLER BUSINESS SYS LLC</b>			\$87.80		
Paid Chk#	023832	11/24/2014	METRO WEST INSPECTION SERVICES		
E 101-42400-312	Building Inspection Fee		\$2,782.78		BUILDING PERMIT INSPECTIONS
<b>Total METRO WEST INSPECTION SERVICES</b>			\$2,782.78		
Paid Chk#	023833	11/24/2014	MINI BIFF		
E 101-45200-418	Other Rentals (Biffs)		\$108.15	A-67824	WILLKOMMEN PARK
E 101-45200-418	Other Rentals (Biffs)		\$151.41	A-68022	LEGION PARK
<b>Total MINI BIFF</b>			\$259.56		
Paid Chk#	023834	11/24/2014	MINNESOTA VALLEY TESTING LAB		
E 601-49400-217	Lab Fees		\$89.00	729732	COLIFORM
<b>Total MINNESOTA VALLEY TESTING LAB</b>			\$89.00		
Paid Chk#	023835	11/24/2014	MUNICIPAL DEVELOPMENT GROUP		
E 101-41320-305	Other Professional Fees		\$835.68	NYA110714	PLANNING CONSULTANT
<b>Total MUNICIPAL DEVELOPMENT GROUP</b>			\$835.68		
Paid Chk#	023836	11/24/2014	NOLL, BARB		
E 101-41410-103	Part-Time Employees		\$157.50		ELECTION JUDGE
<b>Total NOLL, BARB</b>			\$157.50		
Paid Chk#	023837	11/24/2014	NYA TIMES		
E 101-41110-350	Print/Publishing/Postage		\$71.82	159204	REG MINS
E 101-41110-350	Print/Publishing/Postage		\$22.68	159205	EDA MINS
E 101-41110-350	Print/Publishing/Postage		\$15.12	159206	WORKSHOP NOTICE
<b>Total NYA TIMES</b>			\$109.62		
Paid Chk#	023838	11/24/2014	OHM, LOVERA		
E 101-41410-103	Part-Time Employees		\$168.75		ELECTION JUDGE
E 101-41410-331	Travel/Meeting Expense		\$3.36		MILEAGE
<b>Total OHM, LOVERA</b>			\$172.11		
Paid Chk#	023839	11/24/2014	OLTMANN, DENNIS		
E 101-41410-103	Part-Time Employees		\$63.00		ELECTION JUDGE
<b>Total OLTMAN, DENNIS</b>			\$63.00		
Paid Chk#	023840	11/24/2014	PREMIER HEATING & COOLING INC		
E 101-41940-221	Repair/Maintenance Equipment		\$337.50	4158	SERVICED BOILERS

NORWOOD YOUNG AMERICA, MN

11/19/14 2:36 PM

Page 5

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NOVEMBER 2014

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Total PREMIER HEATING & COOLING INC \$337.50

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
<b>Total PREMIER HEATING &amp; COOLING INC \$337.50</b>					
Paid Chk# 023841	11/24/2014	QUILL CORPORATION			
E 101-45200-210		Operating Supplies (GENERAL)	\$8.70	7688575	INK & TONER CARTRIDGE
E 101-43100-200		Office Supplies (GENERAL)	\$20.29	7688575	INK & TONER CARTRIDGE
E 101-41400-200		Office Supplies (GENERAL)	\$66.99	7688575	INK & TONER CARTRIDGE
		<b>Total QUILL CORPORATION</b>	<b>\$95.98</b>		
Paid Chk# 023842	11/24/2014	RUPP, ANDERSON, SQUIRES, PA			
E 101-41500-304		Legal Fees	\$174.00		ALLISON PROPERTY
E 101-41500-304		Legal Fees	\$899.00		COUNCIL MEETING
E 101-41500-304		Legal Fees	\$410.54		MISC ATTORNEY
E 253-49450-430		Miscellaneous (GENERAL)	\$145.00		FLOODING
E 101-41500-304		Legal Fees	\$754.00		PERSONNEL
E 101-41500-304		Legal Fees	\$464.00		THE HARBOR
E 101-41320-304		Legal Fees	\$101.50		COMM DEV
		<b>Total RUPP, ANDERSON, SQUIRES, PA</b>	<b>\$2,948.04</b>		
Paid Chk# 023843	11/24/2014	SCHNEIDER EXCAVATING & GRADING			
E 253-49450-223		Repair/Maintenance Bldg/Ground	\$8,117.30	SE706	REPAIRS TO CATCH BASINS
E 253-49450-223		Repair/Maintenance Bldg/Ground	\$745.00	SE711	CLEANING POND ON FAHEY PROPERTY
		<b>Total SCHNEIDER EXCAVATING &amp; GRADING</b>	<b>\$8,862.30</b>		
Paid Chk# 023844	11/24/2014	SPILLE, MARY			
E 101-41410-103		Part-Time Employees	\$90.00		ELECTION JUDGE
E 101-41410-331		Travel/Meeting Expense	\$20.16		MILEAGE
		<b>Total SPILLE, MARY</b>	<b>\$110.16</b>		
Paid Chk# 023845	11/24/2014	STENDER, DANIEL H			
E 601-49400-350		Print/Publishing/Postage	\$3.22		POSTAGE REIMBURSEMENT
		<b>Total STENDER, DANIEL H</b>	<b>\$3.22</b>		
Paid Chk# 023846	11/24/2014	TEUBERT, MARY LOU			
E 101-41410-103		Part-Time Employees	\$164.25		ELECTION JUDGE
E 101-41410-331		Travel/Meeting Expense	\$19.04		MILEAGE
		<b>Total TEUBERT, MARY LOU</b>	<b>\$183.29</b>		
Paid Chk# 023847	11/24/2014	THE HARBOR			
E 101-42200-223		Repair/Maintenance Bldg/Ground	\$396.00		
		<b>Total THE HARBOR</b>	<b>\$396.00</b>		
Paid Chk# 023848	11/24/2014	US POSTAL SERVICE			
E 101-41400-350		Print/Publishing/Postage	\$98.00		STAMPS
		<b>Total US POSTAL SERVICE</b>	<b>\$98.00</b>		
Paid Chk# 023849	11/24/2014	WM MUELLER & SONS INC			
E 101-43100-223		Repair/Maintenance Bldg/Ground	\$750.00	14-625	BITUMINOUS PATCHING
E 253-43100-221		Repair/Maintenance Equipment	\$375.00	14-638	FLOODING

NORWOOD YOUNG AMERICA, MN

11/19/14 2:36 PM

Page 6

\*Check Detail Register©

NOVEMBER 2014

Check Amt Invoice Comment

Total WM MUELLER & SONS INC \$1,125.00

Paid Chk# 023850 11/24/2014 XCEL ENERGY

E 101-42500-381	Electric Utilities	\$10.52		
E 601-49400-381	Electric Utilities	\$373.54		
E 101-45500-381	Electric Utilities	\$733.80		
E 101-45200-381	Electric Utilities	\$367.97		
E 101-43100-380	Street Lighting	\$2,280.29		
E 101-42200-381	Electric Utilities	\$231.96		
E 101-41940-381	Electric Utilities	\$1,654.63		
E 101-49860-381	Electric Utilities	\$43.34		
E 601-49400-381	Electric Utilities	\$2,017.82		104 3RD AVE SE
E 602-49450-381	Electric Utilities	\$4,127.58		
E 101-43100-381	Electric Utilities	\$570.84		
Total XCEL ENERGY		\$12,412.29		

Paid Chk# 023851 11/24/2014 XTREME ELECTRICAL

E 101-43100-380	Street Lighting	\$220.00	14-5239	REPLACED STREET LIGHT
Total XTREME ELECTRICAL		\$220.00		

Paid Chk# 023852 11/24/2014 ZUMBERGE, KATE

E 101-41410-103	Part-Time Employees	\$159.75		ELECTION JUDGE
E 101-41410-331	Travel/Meeting Expense	\$20.16		MILEAGE
Total ZUMBERGE, KATE		\$179.91		

10100 CHECKING \$72,324.82

Fund Summary

<b>10100 CHECKING</b>	
101 GENERAL FUND	\$47,458.88
251 HARBOR AT PEACE	\$1,167.00
253 2014 FLOODING EVENT	\$11,837.24
517 Oak Grove Debt Service	\$150.00
601 WATER FUND	\$6,788.46
602 SEWER FUND	\$4,634.74
603 STORM WATER UTILITY	\$288.50
	<hr/>
	\$72,324.82



TO: Honorable Mayor Diedrick and City Council Members  
FROM: Steve Helget, City Administrator  
DATE: November 20, 2014  
SUBJECT: Animal Impound Contract

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Proposed is to renew the contract with Countryside Veterinarian & Feed (see enclosure). The contract commences on January 1, 2015 and expires at the end of 2015.

**Suggested Motion:**

**Motion to approve the Animal Impound Contract with Countryside Veterinarian & Feed.**



# Countryside

## Veterinarian & Feed

13950 Highway 5  
Young America MN 55397  
**952-442-4200**

## Animal Impound Contract

Countryside Veterinary Clinic PLLC. (CVC) does hereby contract with The City of Norwood-Young America to serve as an impound facility for stray dogs and cats, all according to the following terms and conditions:

1. CVC is not responsible for catching stray animals.
2. The City of Norwood-Young America city officials will arrange all transportation of stray animals to CVC's facility.
3. CVC will not be responsible for collecting any fees from owners of stray dogs/cats and said fees will be taken care of before owners are sent to CVC to collect their stray pet.
4. If a medical emergency situation occurs with a stray (such as an animal being hit by a car), CVC has the ethical obligation to the well being of animals intrinsic to the veterinary field to do what we can to save the life of that animal and/or provide pain relieving treatment. The doctor on duty will make the decision to treat unless the prognosis is so grave that euthanasia is recommended. It is agreed that The City of Norwood-Young America will pay any fees incurred under these circumstances.
5. There is an ethical obligation to the well being of animals intrinsic to the veterinary field. Because of this obligation, CVC will not euthanize any animal deemed adoptable until all avenues of adoption have been exhausted. It is agreed that The City of Norwood-Young America will pay the fees for euthanasia and cremation for all unclaimed animals, whether they are euthanized immediately after the required hold time or not. These fees help cover cost of spay/neuter, vaccinations, microchip that all animals adopted from CVC will have performed.
6. The City of Norwood-Young America will be responsible for posting of notices regarding stray animals that are currently being held.
7. CVC will receive compensation for services to be performed under this contract as follows:
  - a. \$30.00 per night boarding fee for dogs.
  - b. \$20.00 per night boarding fee for cats.
  - c. \$55.00 fee for euthanasia if owner does not claim animal (after 5 business days).
  - d. \$60.00 fee for cremation if owner does not claim animal (after 5 business days).
  - e. \$42.00 fee for exam of animal, necessary to prevent the introduction of any contagious disease into our kennel. Animals will be treated at The

City of Norwood-Young America expense for any such contagious conditions (i.e. lice, upper respiratory infection).

- i. All dogs entering our boarding facility will be given Bordetella vaccination. Bordetella, also known as "kennel cough" is highly contagious and our policy is that all dogs must be protected. The current fee is \$22.00. CVC has implemented a \$2.00 Hazardous Waste disposal fee, for vaccinations.
  - ii. All animals entering our boarding facility will be treated with Capstar, a medication that starts killing fleas on the animal within 30 minutes. The current fee is \$12.00.
  - iii. Rabies Vaccination given at current fee of \$18.00
  - f. Current fee for any additional veterinary services required.
  - g. For animals that go home the same day as admitted to CVC there will be a \$20.00 intake and administration fee.
  - h. CVC will be available 24/7 to take impounds. Animals brought in after business hours will have a \$20.00 intake fee, Hours M-F 8-6 Sat. 8-2
  - i. CVC Primary goal is to reunite animals with their owners, if a client wants to pick up their animal when city offices are closed; CVC has the option of releasing the animal to owner after obtaining proper identification and contact information.
8. All fees incurred while stray animals are held at CVC through the statutory impounding requirements (currently 5 consecutive business days) will be paid by The City of Norwood-Young America. This may exceed 5 days, as some dogs may be impounded during non-business days.
  9. This contract is valid for Dogs and Cats or Dogs Only, please indicate circle one.
  10. This contract will go into effect January 1,2015, and will remain in effect for one year.

  
\_\_\_\_\_  
Lyle Braun, Countryside Veterinarian, Inc.

\_\_\_\_\_  
The City of Norwood-Young America, Mayor

\_\_\_\_\_  
The City of Norwood-Young America, City Clerk



November 24, 2014

CITY COUNCIL MEMO

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To: Honorable Mayor Diedrick and Members of the City Council

From: Diane Frauendienst, City Clerk

Cc: Steve Helget, City Administrator

Re: 2015-2016 Service Agreement For Joint Assessment

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Attached is the Service Agreement for Joint Assessment between Carver County and the City of Norwood Young America. The agreement with the County is to provide the assessment of property in the City by the County Assessor's Office.

By approving this agreement the City agrees to have its property assessed by the Carver County Assessor, and to pay the county for such assessment of property, with full payment to be made by November 15<sup>th</sup> of each year. The payment amount shall be \$12.00 per residential valuation, \$12.50 per agricultural valuation, and \$13.50 per commercial/industrial valuation. The County agrees to view and determine the market value of at least twenty percent (20%) of the parcels within the City each year.

Recommendation: **To approve the Service Agreement for Joint Assessment by and between the County of Carver and the City of Norwood Young America for the assessment dates January 2, 2015 and January 2, 2016.**

*City of Norwood Young America*

---

Tel: 952-467-1800  
Fax: 952-467-1818

310 Elm Street West  
NYA, MN 55368

[www.cityofnya.com](http://www.cityofnya.com)  
[cityclerk@cityofnya.com](mailto:cityclerk@cityofnya.com)



CARVER  
COUNTY

## REVISED SERVICE AGREEMENT FOR JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter "County") and the city/township of Norwood Young America at 310 Elm Street W., P.O. Box 59 NYA, MN 55368-0059, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

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

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

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

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment dates January 2, 2015 and January 2, 2016. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of twelve dollars (\$12.00) per residential valuation, twelve dollars and fifty cents (\$12.50) per agricultural valuation, and thirteen dollars and fifty cents (\$13.50) per commercial/industrial valuation (for the assessment of January 2, 2015 and January 2, 2016) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15<sup>th</sup> of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the

County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.

- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.
- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

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

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

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

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

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to

County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

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

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

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

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

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

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

<u>Town</u>	<u>County/Division</u>
Norwood Young America 310 Elm Street W. P.O. Box 59 NYA, MN 55368-0059 (952) 467-1800 (hall); (952) 467-1807 cityclerk@cityofnya.com	Angela Johnson Carver County Assessor 600 E 4 <sup>th</sup> Street Chaska MN 55318 ajohnson@co.carver.mn.us

12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the

other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

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

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

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2014\_\_

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2014\_\_.

CITY/TOWNSHIP OF Norwood Young America

COUNTY OF CARVER

By: \_\_\_\_\_  
Chairperson/Mayor

By: \_\_\_\_\_  
Gayle Degler, Chairperson  
Board of Commissioners

By: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Dave Hemze/County Admin.

And: \_\_\_\_\_  
Angela Johnson  
County Assessor

Approved as to form:

\_\_\_\_\_  
City Attorney/ Date

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney/Date

# *City of Norwood Young America*

DATE: November 24, 2014  
TO: City Council  
FROM: Debbie Lenz, Deputy Clerk  
RE: Certification of Delinquent Utilities and Invoices

---

Attached for your review and City Council approval is Resolution 2014-40, a resolution certifying delinquent utility bills and invoices to property taxes. The City has made good faith efforts to collect these accounts, including sending proper notices to the property owners.

There are 1325 utility accounts of which 160 (or 12%) received notices.

Staff recommendation: **Motion to adopt Resolution 2014-40, a resolution certifying unpaid fees for the City of Norwood Young America to the County Auditor for collection with 2015 taxes.**

# RESOLUTION 2014-40

## A RESOLUTION CERTIFYING UNPAID FEES FOR THE CITY OF NORWOOD YOUNG AMERICA TO THE COUNTY AUDITOR FOR COLLECTION WITH 2015 TAXES

WHEREAS, certain persons are delinquent in payment of their fees charged by the City of Norwood Young America; and

WHEREAS, all delinquent accounts have been notified by mail that said charges must be paid by November 24, 2014, or said charges would be placed on their taxes for collection in 2015; and

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for delinquent sewer and water bills.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA:

1. Such charges, as shown on attached lists, are hereby certified to the Carver County Auditor for collection with the 2015 real estate taxes.
2. Such assessment shall be payable in one annual installment extending over a period of 1 year and shall bear interest at the rate of 8.0 percent per annum from the date of the adoption of this assessment resolution. Interest shall accrue on the entire assessment from the date of this resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and the property owner may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

Adopted by the City Council this 24<sup>th</sup> day of November 2014.

**CITY OF NORWOOD YOUNG AMERICA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Diane Frauendienst, City Clerk-Treasurer

## 2014 Unpaid Utility Bills

PIN	Certify Amount
58.0110200	591.34
58.0110350	1056.28
58.0110900	89.06
58.0111100	93.79
58.0111150	60.16
58.0111350	207.19
58.0112400	257.59
58.0112750	64.24
58.0112950	80.23
58.0113300	47.95
58.0113350	47.51
58.0113400	623.61
58.0113550	205.67
58.0113650	1569.03
58.0120250	334.84
58.0140350	97.57
58.0141200	174.78
58.0141750	68.41
58.0141900	193.03
58.0142300	86.09
58.0142350	65.61
58.0142600	1146.68
58.0142750	157.58
58.0142950	486.22
58.0143300	80.27
58.0143450	63.82
58.0144400	971.56
58.0150250	48.08
58.0150600	53.34
58.0151050	183.03
58.0500040	88.17
58.0500060	52.84
58.0500190	365.06
58.0500220	678.47
58.0500620	1098.19
58.0500620	701.97
58.0500680	282.92
58.0500720	228.65
58.0500740	1236.80
58.0500750	157.58
58.0500780	178.74
58.0500790	206.66
58.0500800	496.61
58.0500820	456.16
58.0500821	41.14
58.0500960	628.75
58.0501100	163.51
58.0501110	54.92
58.0501120	456.98
58.0501180	627.62
58.0501230	618.79
58.0501280	310.31
58.0501360	203.11
58.0501550	506.10
58.0501580	214.07

58.0501590	65.47
58.0501610	145.08
58.0501660	75.46
58.0501720	70.41
58.0510030	38.27
58.0510080	291.16
58.0510160	50.78
58.0510170	595.18
58.0510220	725.29
58.0510260	843.32
58.0510300	861.23
58.0510470	1463.68
58.0510560	71.01
58.0510580	458.06
58.0510610	120.64
58.0510630	172.34
58.0510920	44.44
58.0510960	886.49
58.0511030	398.10
58.0511050	59.84
58.0750140	65.94
58.1500110	54.89
58.1500210	77.55
58.1840060	146.08
58.1840230	456.60
58.1850080	83.04
58.1850240	508.76
58.1860190	99.58
58.1870130	539.95
58.1870160	237.69
58.1870210	911.27
58.1870280	44.41
58.1920011	1558.32
58.2800020	237.68
58.2800040	573.79
58.2800050	1022.59
58.3850120	1240.05
58.3850130	82.85
58.3850250	72.68
58.3850290	246.97
58.3850320	559.46
58.3850350	238.05
58.3850380	99.28
58.5200020	8975.84
58.6050230	266.12
58.6050290	321.24
58.6500040	96.96
58.6500290	305.49
58.6500430	163.37
58.6510040	294.51
58.6510120	1396.95
58.6510190	78.59
58.6510270	86.93
58.6520010	151.65
58.6520330	103.82
58.6520650	161.81
58.6530100	91.19
58.6530130	161.82

58.6530150	110.74
58.6530190	465.38
58.6530400	47.86
58.6880030	281.16
58.6880100	102.97
58.6880110	62.53
58.6880120	913.67
58.7100020	61.53
58.7100040	943.88
58.7100060	516.16
58.7100071	557.23
58.7100220	110.81
58.7120070	50.14
58.7120170	61.78
58.7120200	215.39
58.7130010	150.87
58.7150040	400.00
58.7150050	140.50
58.7200050	107.09
58.7200160	339.22
58.7200200	727.66
58.7250130	56.26
58.7250210	310.02
58.7270020	167.75
58.7280050	297.57
58.7280080	65.51
58.7280350	154.67
58.7280460	649.40
58.7280490	546.07
58.7280570	594.76
58.7280620	467.99
58.7400060	76.53
58.7450040	408.15
58.7450070	630.50
58.7450110	63.01
58.7650040	775.12
58.7650060	324.21
58.7650100	86.66
58.7650120	94.29
58.7660130	223.49
58.7660170	82.58
58.7660270	101.93
58.7660340	131.37
58.7660380	854.67
58.7660460	163.53
58.7660570	76.88
58.7660580	458.87
TOTAL	\$62,737.06

**2014 Unpaid Invoices**

58.0120250	\$175.00
58.5200010	\$100.00
58.5200020	\$100.00
58.6500010	\$350.00
58.7280570	\$100.00

# *City of Norwood Young America*

To: City Council  
From: Debbie Lenz, Deputy Clerk  
Date: November 24, 2014  
Subject: Ordinance 255 – Amend City Code Chapter 20 - Fees

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According to the League of MN Cities and State Statutes, cities are recommended to pass an ordinance to establish a fee schedule.

The city has published the proper notice to hold a public hearing to amend Chapter 20 of the City Code to establish a fee schedule for the year 2015.

**Recommended Motion:** Approve Ordinance No. 255, an ordinance amending Chapter 20, Section 2000.02, Schedule A, of the Norwood Young America City Code regarding the year 2015 fees.

**Recommended Motion:** Approve Ordinance No. 255 summary ordinance for publication.

# ORDINANCE NO. 255

## AN ORDINANCE AMENDING THE FEE SCHEDULE IN CHAPTER 20 OF THE NORWOOD YOUNG AMERICA CITY CODE REGARDING THE YEAR 2015 FEES

WHEREAS, by Ordinance No. 185, the City Council adopted language for Chapter 20 “Fees”, authorizing and establishing certain fees, charges, costs and rates for licenses, permit applications, information, services, and other matters required or provided by the City; and

WHEREAS, the Fee Schedule for the said year was adopted and set forth as “Schedule A” in Section 2000.02 “Fee Schedule” as part of Ordinance No. 185; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwood Young America, Carver County, Minnesota that the Fee Schedule established and authorized in Chapter 20, Section 2000.02, Schedule A, of the Norwood Young America City Code, adopted by Ordinance 185, is amended under this Ordinance No. 255, dated November 24, 2014, a copy of which is attached and on file in the office of the City Clerk, is hereby approved and shall become effective upon publication.

Adopted by the City Council this 24<sup>th</sup> day of November 2014.

CITY OF NORWOOD YOUNG AMERICA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Diane Frauendienst, City Clerk

**Schedule A**  
**City of Norwood Young America**  
**Fee Schedule**

Type	Terms & Conditions	2014 Fee	2015 Fee
<b>A. <u>Animals</u></b>			
Animal License			5.00
Duplicate Animal License Fee			5.00
Unlicensed fine			50.00
Animal pick-up charge	Base Charge		50.00
Impound Expenses	Actual Cost	-	-
Animal running at large/creating nuisance	1st Offense		10.00
	2nd Offense		50.00
	3rd Offense		150.00
	Subsequent Offenses (each)		250.00
Backyard Chickens Permit	Biennial		50.00
<b>B. <u>Business Permits/Service Charges</u></b>			
Copy Cost	Per Page		0.25
Fax Cost	Per Page		1.00
Laminating Costs	Per 8 1/2 x 11 page		2.50
	Per 11 x 17 page		4.00
	Per card tag - including clip		3.00
Copy: Comprehensive Plan	Per Document		50.00
Copy: Zoning Ordinance	Per Document		25.00
Copy: Subdivision Ordinance	Per Document		20.00
Certification Fee	Per delinquent account assessment		25.00
Special Assessment Search			30.00
Returned Check Charge	Fee		35.00
Peddler License	Annual License		50.00
Solicitor License	Annual License		N/C
Telecommunications Permit			N/C
Waste Hauler Permit			100.00
Transient Merchant License			50.00
Fire Works - Temporary Tent/Stand			350.00
Fire Works - Permanent Store			100.00
City Facility Rental (per day)			
Buildings Included:	Damage Deposit		200.00
Clay Community Building	Non-Profit Local Group - regular meetings		No Charge
Lions Shelter	Non-Profit local group/local church- other events		75.00
Legion Shelter (pool)	All other rentals		125.00
Willkommen Park Pavilion	All events		350.00
	Non-Profit Local Group Rental		100.00
	Damage Deposit		300.00
Willkommen Pavilion sound system	Rental per day		50.00
Willkommen Park Gazebo	Per day		50.00
	Damage Deposit		100.00
Cemetery Lot Sales	Resident		400.00
	Non-Resident		600.00
Fire Dept. Fire/Rescue Emergency Call- non-resident of fire	Per call		500.00
Fire Department Service Call - Billing Rate	1st Hour (Minimum)		500.00
	Each Additional Hour		300.00
<b>C. <u>Equipment Rental - per staff approval (certain equipment rental required to be operated by staff).</u></b>			
12 KW Portable Generator	Per Hour - Plus Deposit *		200.00
120/230 Generator	Per Hour - Plus Deposit *		35.00
2 way plow for Loader	Per Hour - Plus Deposit *		30.00
4' Pump	Per Hour - Plus Deposit *		75.00
4 way plow	Per Hour - Plus Deposit *		30.00
Barricades	Per Day - Plus Deposit *		10.00
Beaver Tail Trailer	Per Hour - Plus Deposit *		40.00
Bobcat S-250	Per Hour - Plus Deposit *		90.00
Bobcat Tools (level bar, grapple forks, etc)	Per Hour - Plus Deposit *		20.00
Bobcat Workmates	Per Hour - Plus Deposit *		40.00
Bucket Truck	Per Hour - Plus Deposit *		150.00
Chipper	Per Hour - Plus Deposit *		50.00

Dump Truck	Per Hour - Plus Deposit *	100.00
Flail Mower	Per Hour - Plus Deposit *	90.00
Hand Tools	Per Day - Plus Deposit *	10.00
Jetter	Per Hour - 1 hour min. Operated by City Staff	300.00
Jetter plus Vacuum	Per Hour - 1 hour min. Operated by City Staff	500.00
Loader	Per Hour - Plus Deposit *	150.00
Mower	Per Hour - 1 hour min. Operated by City Staff	35.00
Camera equipment	Per Hour - Operated by 2 City Staff	100.00
Roller	Per Day - Plus Deposit *	30.00
Rotary Mower	Per Hour - Plus Deposit *	60.00
Rotating laser	Per Hour - Plus Deposit *	40.00
Tanker w/ pump	Per Hour - Plus Deposit *	100.00
Tractor	Per Hour - Plus Deposit *	90.00
Trailer	Per Day - Plus Deposit *	40.00
Trash Pump	Per Day - Plus Deposit *	20.00
Vacuum	Per Hour - 1 hour min. Operated by City Staff	250.00
Weed Whip	Per Hour - 1 hour min. Operated by City Staff	35.00
Wire Feed Welder	Per Hour - Plus Deposit *	35.00
Chain Saw	Per Hour - Plus Deposit *	30.00
125 KW Portable Generator - dual voltage	Per Hour - Plus Deposit *	250.00
Engine Powered Hydraulic Pump/PTO drive 0-2000/min	Per Hour - Plus Deposit *	300.00
Push Camera	Per Occurrence - Operated by City Staff	25.00
Smoke Trailer	Per Day	75.00
Labor - Business Hours	Per Hour - 1 hour Minimum	50.00
Labor - After Hours	Per Hour - 1 hour Minimum	90.00
*Deposit for Rentals		500.00

**D. Liquor/Alcoholic Beverages**

Intoxicating Liquor On-Sale		1,200.00
Intoxicating Liquor Off-Sale		100.00
Wine License On-Sale		100.00
Sunday Liquor On-Sale		200.00
Temporary Intoxicating Liquor (1-3 Day)		25.00
3.2 Beer On-Sale		150.00
3.2 Beer Off-Sale		50.00
Temporary 3.2 Beer		25.00
Consumption & Display Permit		100.00
Extended hours 2 am liquor license fee	On-Sale Intoxicating License Holder Permit	500.00
	3.2% Malt Liquor or Set Up Holder Permit	250.00
Liquor License Investigation Fee		up to 500.00
Wine License Investigation Fee		up to 500.00

**E. Adult Use**

Adult Use License Fee		1,500.00
Adult Use Investigation Fee/Additional Investigation Fee		500.00

**F. Fines & Violations**

Nuisance Tree Abatement	Fine + cost	50.00
RV Parking (Temporary)	Permit	N/C
False Alarm (per 12 months)	First 3 Offenses	N/C
	4th Offense	50.00
	5th offense	100.00
	6th offense	150.00
	each additional offense increases in increments of \$50.00	
Sprinkling Ban Violation	First Offense	Warning
	2nd offense	50.00
	3rd offense	100.00
	4th offense	200.00
	each additional offense	200.00
Rental Dwelling Fines	Unlicensed Fee	250.00
	Unlicensed fee per day until license is obtained	10.00
	Violation Fee	50.00
	Violation fee per day until corrections are completed	5.00

Towing and Storage of Vehicles	Actual Cost from Tow Company	-	
Nuisance Violation	Per Violation + Administrative Penalty + Cost of Abatement	50.00	
Administrative Penalties	1st offense	50.00	
	2nd offense	62.50	
	3rd offense	78.13	
	4th offense	97.66	
	each additional offense increases by 25%		

**G. Utility Rates**

<i>Water</i>	Residential Water Base Charge per unit	Per month	14.48	15.20
	Commercial Water Base Charge per unit	Per month	25.13	26.39
	Residential Water Usage Charge (Per 1,000 gallons)	Tier I - 0 to 6,000 gallons used	3.29	3.45
		Tier II - 6,001 to 52,000 gallons used	4.25	4.46
		Tier III - 52,001 to 88,000 gallons used	5.00	5.25
		Tier IV - 88,001+ gallons used	6.45	6.77
	Commercial Water Usage Charge (Per 1,000 gallons)	Tier I - 0 to 6,000 gallons used	3.29	3.45
		Tier II - 6,001 to 52,000 gallons used	4.25	4.46
		Tier III - 52,001+ gallons used	5.00	5.25
	Water Plant Charge	Per month	7.81	8.20
<i>Sewer</i>	Residential Sewer Base Charge per unit	Per month	7.30	9.00
	Commercial Sewer Base Charge per unit	Per month	7.30	9.00
	Residential Sewer Usage Charge (Per 1,000 gallons)	Based on average water used in winter quarter	6.26	6.57
	Commercial Sewer Usage Charge (Per 1,000 gallons)	Based on average water used in winter quarter	6.26	6.57
	Water Sales	Private Truck		25.00
		Per 1000 gallons for NYA residents		3.60
		Per 1000 gallons for non-residents		8.30
	On-line Utility Payment User Fee	Per transaction		3.50
	Late Payment Penalty	% of unpaid balance		10 percent
<i>Storm Water Drainage</i>	REC Unit	Per month	4.67	4.90
	Special Parcels			
	Impervious Area	Per month	17.56/acre	18.44/acre
	Pervious Area	Per month	5.53/acre	5.81/acre
	SF Attached (Townhouse)	Per month	2.35	2.47
	Commercial/Industrial			
	0%-50% Impervious	Per month	8.55/acre	8.98/acre
	>50%-75% Impervious	Per month	13.04/acre	13.69/acre
	>75% Impervious	Per month	16.04/acre	16.84/acre
	Open Space	Per month	5.53/acre	5.81/acre

**H. Utility Connection Charges**

Watermain Trunk Charge - per ERU		3,825.00	3900.00
Sewermain Trunk Charge - per ERU		3,825.00	3900.00
Water Hook-up Charge			125.00
Sewer Hook-up Charge			125.00
Storm Sewer Trunk Charge	Per ERU		750.00
Barnes Lake Outlet	Per ERU		250.00
Tacoma Ave N Improvement Fee			634.00
SAC/WAC Fees	See Spreadsheet		-
3/4" Residential Water Meter	Includes Meter, Horn, Swivels & Remote	350.00	360.00
1" Residential Water Meter	Includes Meter, Horn, Swivels & Remote	450.00	475.00
1 1/2" Commercial Water Meter	Includes Meter, Flange, & Remote	1,370.00	1,420.00
2" Commercial Water Meter	Includes Meter, Flange, & Remote	1,570.00	1,620.00
3" Commercial Water Meter	Includes Meter, Flange, & Remote	1,920.00	1,980.00
3/4" Residential Water Meter	Meter only	170.00	180.00

1" Residential Water Meter	Meter only		240.00
1 1/2" Commercial Water Meter	Meter only	1,230.00	1,280.00
2" Commercial Water Meter	Meter only	1,420.00	1,460.00
3" Commercial Water Meter	Meter only	1,780.00	1,830.00
5/8 x 3/4 Meter Horn	Sales tax additional	52.00	55.00
1" Meter Horn - no lead	Sales tax additional	102.00	115.00
3/4 Swivel - no lead	Sales tax additional		15.00
1" Swivel - no lead	Sales tax additional		19.00
1" Male Swivel - no lead	Sales tax additional		20.00
1" Solder Swivel - no lead	Sales tax additional		20.00
Single Port Radio	Sales tax additional	125.00	140.00
Dual Port Radio	Sales tax additional	140.00	155.00
1 1/2" flange	Sales tax additional	35.00	40.00
2" flange	Sales tax additional	41.00	40.00
3" flange	Sales tax additional	35.00	50.00
Remote Reader	Replacement		250.00
Non-Seasonal Disconnect/Reconnect Charge	Each		75.00
Seasonal Disconnect/Reconnect Charge	Each		50.00
Curb Box Cover	Sales tax additional	110.00	115.00

#### I. Planning & Zoning

Comprehensive Plan Amendment/Change	Fee + Escrow*		500.00
City Code Amendment	Fee		250.00
Conditional Use Permit - Residential			200.00
Conditional Use Permit - Non-Residential			300.00
Interim Use Permit - Residential			200.00
Interim Use Permit - Non-Residential			300.00
Rezoning Application	Map		350.00
Zoning Amendment	Text		300.00
Variance - Residential			200.00
Variance - Non-Residential			300.00
Variance - Commercial			300.00
Site Plan Review	Fee + Escrow**		300.00
Lot Split			200.00
Boundary Line Adjustment			100.00
Sketch Plat Review	Fee + Escrow***		200.00
Subdivision	*Preliminary Plat (fee + \$10/lot)		350.00
	*Final Plat (fee + \$10/lot)		250.00
Planned Unit Development (PUD)	PUD Sketch Plan Fee + Escrow***		200.00
	*PUD General Concept Plan		400.00
	*PUD Final Plan		300.00
	*PUD Plan Amendment		300.00
	(PUD fees are in addition to plat fees)		
Street/Alley/Easement Vacation Application Fee			150.00
Annexation Application Fee			300.00
Storm Water Plan			250.00
Wetland Mitigation Plan	Fee + Escrow		100.00
Parking Reduction			100.00
Application for Appeal			150.00
Carver County Recording Fee			46.00
<b>*Developer Escrow Deposit - Payment by Certified Check</b>			<b>2,000.00</b>
<b>**Developer Escrow Deposit - Site Plan Review - Payment by Certified Check</b>			<b>5,000.00</b>
<b>**Developer Escrow Deposit - Site Plan Review for Tacoma West Industrial Park - Payment by Certified Check</b>			<b>15,000.00</b>
<b>***Developer Escrow Deposit - Development Review paid at Sketch Plan - Payment by Certified Check</b>			<b>10,000.00</b>

All Planning & Zoning application fees are in addition to legal, engineering, and associated costs.

**J. Park Dedication**

Single Family	Per Lot	2,500.00
Two Family	Per Unit	2,500.00
Townhome	Per Unit	2,500.00
Multi-Family	Per Unit	2,000.00
Commercial/Industrial	Per Acre	5,000.00

**K. Storm Water**

Basin Connection	Actual Cost	-	-
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**L. Building Construction****1. Building Permit Fee Calculation***Valuation*

\$1 to 500

\$501 to 2000

\$2001 to 25,000

\$25,001 to 50,000

\$50,001 to 100,000

\$100,001 to 500,000

\$500,001 to 1,000,000

\$1,000,001 and up

**1997 Fee Schedule + 10%***Fee*

\$25.85

\$25.85 for the first 500 plus 3.36 for each additional 100 or fraction thereof, to and including 2,000.00

\$76.25 for the first 2000 plus 15.40 for each additional 1000 or fraction thereof, to and including 25,000

\$430.45 for the first 25,000 plus 11.11 for each additional 1000 or fraction thereof, to and including 50,000

\$708.20 for the first 50,000 plus 7.70 for each additional 1000 or fraction thereof, to and including 100,000

\$1,093.20 for the first 100,000 plus 6.16 for each additional 1000 or fraction thereof, to and including 500,000

\$3,557.20 for the first 500,000 plus 5.23 for each additional 1000 or fraction thereof, to and including 1,000,000

\$6,172.20 for the first 1,000,000 plus 4.02 for each additional 1000 or fraction thereof.

**2. Building Department Inspection Fees**

Building Permit Fee

100% of above fee schedule + state surcharge

Residential Plan Check Fee

65% of building permit fee

Commercial Plan Check Fee

65% of building permit fee

Building Permit Investigation Fee

Charge when work done w/o permit (previous \$45)

Up to actual permit amount

Reinspection Fees/Additional Inspection fees

Each inspection

45.00

Rental Dwelling Inspection Fee

Minimum Fee

54.00

3-5 units

18.00/unit

6-10 units

17.00/unit

11-20 units

15.75/unit

21-40 units

14.75/unit

41-100 units

13.50/unit

101-200 units

12.50/unit

200+ units

11.25/unit

Rental Dwelling Reinspection fee - beyond first follow-up inspection

Each inspection

45.00

Pre-Move Structure Inspections:

House or shed/garage located outside city limits

\$45.00 per hour plus mileage from inspector's office

House located inside city limits

\$45.00 per hour plus mileage from inspector's office

Shed/garage located inside city limits

\$45.00 per hour plus mileage from inspector's office

Moved-In Structure Permit Fee:

Moved-in House

fee + permit, plan review and state surcharge fees for foundation, interior remodel, and/or addition, including garage

250.00

Moved-In Shed/Garage

fee + permit, plan review and state surcharge fees for foundation, interior remodel and/or addition, including garage

125.00

**3. Mechanical Permits**

Heating/Cooling Permit - Residential

surcharge additional

60/fixture + surcharge

Heating/Cooling Permit - Commercial Based on value, 1997 fee schedule + 10%

**4. Single Family Residential Plumbing Permits**

Plumbing Permit	\$5 per fixture (13+ fixtures)/minimum \$60.00 surcharge additional	
Residential Plbg Fixture Change Out (water heater/softner)	\$15.00 plus \$5.00 surcharge	20.00

**5. Commerical/Industrial Plumbing Plan Review** Based on value, 1997 fee schedule + 10%

**6. General Permits (minor residential alteration)**

Rewindow	55.00 permit + 5.00 surcharge	60.00
Reside	55.00 permit + 5.00 surcharge	60.00
Reroof	55.00 permit + 5.00 surcharge	60.00
Fence	55.00 permit + 5.00 surcharge	60.00

**7. Miscellaneous**

Mobile Home Move-In Permit		250.50
House Move-In Application	(In addition to building permit)	N/C
Curb Cut Damage Deposit		-
Curb Cut Inspection Fee		5.00
Street/Landscape/Driveway Deposit	Refundable	900.00
Utility Damage Deposit	Refundable	500.00
Tree Permit		N/C
Excavation Permit	Actual Cost from Engineer	-
Fill Permit	Actual Cost from Engineer	-
General Sign Permit (no plan review required)	55.00 permit + 5.00 surcharge	60.00
Residential Demolition Permit	100.00 permit + 5.00 surcharge	105.00
Commercial Demolition Permit	200.00 permit + 5.00 surcharge	205.00

**M. Swimming Pool Rates**

Season Pass	Family - includes immediate family	125.00
	Adults	100.00
	Students	75.00
Daily Admission	Adults, per person per day	5.00
	Students, per person per day	4.00
Aqua Aerobics	per time	6.00
	one month pass	40.00
Swim Lesson Fees	per person per session	45.00

**N. Labor/Staff Time (Billable Rates)**

Staff Time	Research	50.00/hour
Public Notice		75.00
Notary Public		N/C
Full Time Skilled	Business Hours	50.00/hour
	After hours	90.00/hour
Temporary Unskilled		15.00/hour

**O. Special Use Vehicle Permits**

Golf cart permit	Triennial Fee	40.00
Extra Vehicle Permit	Per Vehicle	10.00

**City of Norwood Young America**  
**Summary of Ordinance #255**

The City of Norwood Young America has adopted Ordinance #255, thereby amending Chapter 20, Section 2000.02 Fee Schedule - Schedule A, of the Norwood Young America City Code.

The purpose of this ordinance is to establish certain fees, charges, costs and rates in Schedule A for the year 2015.

Effective Date: This ordinance becomes effective upon its passage and publication according to law. The ordinance was adopted unanimously by the City Council on November 24, 2014.

A copy of the complete ordinance is available for review at the Norwood Young America City Office, located at 310 Elm Street West. If you have questions, contact the City at (952) 467-1800.

Submitted by:  
Diane Frauendienst,  
City Clerk

TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: November 20, 2014

SUBJECT: Peace Villa, Issuance of 2015 Revenue Notes

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At the November 10, 2015 City Council meeting, it was reported that the 2014 Revenue Notes for Peace Villa's assisted living/memory care project would be sold this December. Due to the fact their building and site plans will not be completed in time for the sale, they're proposing to sell the notes in January. The only impact to the City with backing up the sale to January is in its maximum bonding capabilities. According to state statute, municipalities may only accumulate up to \$10 million in new bank qualified debt per year. Because Peace Villa was requesting the notes to be sold in December there was no problem to the City because we had not issued any new debt in 2014. At this time, we do not have any planned projects that will require bonding in 2015, but the Council should be aware with the sale of the 2015 Revenue Notes, the City's bank qualified debt limit will be reduced to about \$4 million. This is still a substantial amount and I do not envision any issues.

Martha Ingram, Kennedy & Graven will be present to further explain the sale of the 2015 Revenue Notes and the bank qualified debt limits the City will have.

TO: Honorable Mayor Diedrick and City Council Members  
FROM: Steve Helget, City Administrator  
DATE: November 20, 2014  
SUBJECT: Securities and Exchange Commission – Disclosure Compliance

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Martha Ingram, Kennedy & Graven will be present to review and explain a recent directive from the Securities and Exchange Commission (SEC) to government units who have issued bonds or other securities to finance public projects. Municipalities are required to provide to bondholders ongoing disclosures such as our annual audit, any change in our bond rating, or refunding/refinancing of any bond issue. If a municipality has not been they could possibly be subject to a fine. Enclosed is a letter from Ms. Ingram providing more information on this directive.

**Kennedy**

&

**Graven**

CHARTERED

470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis MN 55402

(612) 337-9300 telephone  
(612) 337-9310 fax  
<http://www.kennedy-graven.com>

## MEMORANDUM

**TO:** Steve Helget; City Council Members, City of Norwood Young America

**FROM:** Martha Ingram

**RE:** Securities and Exchange Commission MCDC Initiative

**DATE:** November 18, 2014

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In March of 2014, the Securities and Exchange Commission ("SEC") announced that it was creating a new initiative called the Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative"), in order to address "potentially widespread violations of the federal securities laws by municipal issuers and underwriters of municipal securities" related to the federally required continuing disclosure obligations of these issuers and underwriters. The SEC is concerned that although issuers of municipal securities (i.e. bonds) are promising to report events that could have a material effect on the credit-worthiness of their securities, many issuers may be failing in their duty to report these events. The failure is generally twofold: first, the issuer fails to report a material event, and second, the issuer makes a statement in later bond offering documents (known as "Official Statements") that it has never failed to comply with its continuing disclosure obligations. Under federal securities law, if there is a material event that an issuer fails to report in a timely manner, and if the issuer makes a later statement that it has not failed to comply in any material respect with its continuing disclosure obligations, and if such misstatement is made with fraudulent intent or recklessness, the issuer is vulnerable to an SEC enforcement action.

The purpose of the MCDC Initiative is to encourage issuers of municipal securities to take the opportunity to self-report any misstatements or omissions found in their Official Statements. An issuer that chooses to participate in the MCDC Initiative must fill out a questionnaire, listing the instances where there may have been a material misstatement or omission. By filling out the questionnaire, the issuer agrees to abide by the terms of a standardized settlement agreement IF the SEC finds that any of the self-reported misstatements or omissions is material and that an enforcement action would be justified.

The City of Norwood Young America (the "City") has two basic available courses of action in connection with the MCDC Initiative: self-reporting by filling in the SEC questionnaire, or declining to self-report. It is impossible to predict the exact consequences of either, given the fact that this initiative is new, so we have no record of prior SEC responses to issuers that have chosen to participate in the MCDC Initiative or to decline participation. It is also difficult to summarize the various scenarios in any concise way, given the number of variables that come into play. That said, following is a discussion of possible scenarios for each of the City's options.

City self-reports by filling in SEC questionnaire. We know that the enforcement division of the SEC is strongly encouraging issuers to self-report, and that it has stated that it will recommend standardized settlement terms if it finds that any of the self-reported omissions or misstatements are material. We also know that the proposed settlement terms include the City agreeing to institution of a cease and desist proceeding for a violation of the Securities Act, and a settlement in which the City neither admits nor denies the findings of the SEC. Finally, we know that as part of the settlement, the City will be required to undertake to establish written policies and procedures for continuing disclosure obligations within 180 days of the commencement of the cease and desist proceeding; to comply with its existing continuing disclosure obligations; to cooperate with any subsequent investigations; to disclose in a clear and conspicuous fashion the settlement terms in all official statements for bond issues for a period of five years; and to provide the SEC with a compliance certification regarding all of the above, on the one-year anniversary of the commencement of the cease and desist proceedings. The enforcement division will also recommend that the SEC accept a settlement with no payment of civil penalties.

It is important to note that the enforcement division will not offer any assurances that individual employees of the City will not be separately investigated, or that such individuals would be offered similar settlement terms if they were found to have violated the Securities Act.

Given all of this, the worst-case scenario associated with self-reporting is that the SEC does find that a material misstatement indeed occurred in violation of the Securities Act. If this happens, the settlement terms above will likely be proposed. If the SEC also finds that any individual employees of the City engaged in securities fraud related to the material misstatement, it could very well initiate an enforcement action against such individuals, with no assurances as to what penalties may be imposed. The consequences of having to disclose the settlement terms in future Official Statements can't be predicted at this time, but it is possible that entering into a settlement could affect the marketability of future bonds.

The best-case scenario associated with self-reporting is that the SEC reviews the list of potential material misstatements, makes a finding that none of the misstatements rises to the level of materiality, and informs the City that no enforcement actions will be recommended.

City declines to answer questionnaire. We do not know how the SEC will respond to issuers that decide not to participate in the MCDC Initiative. There are several factors that make it difficult to predict the SEC's response, including how many underwriters have self-reported possible violations by issuers, how many issuers DO answer the questionnaire, and how material

the self-reported misstatements by other issuers are. The worst-case scenario is that the enforcement division reviews the underwriters' self-reporting and determines to make an example of the issuers that fail to self-report, by investigating the underwriters' reported misstatements and omissions and commencing actions against the relevant issuers. The enforcement division has expressly stated that it offers no assurances that issuers declining to self-report would be offered the settlement terms available to those who do self-report, and has also stated that it will likely recommend financial sanctions against non-participating issuers if enforcement actions are initiated.

However, it is important to balance the potential severity of SEC sanctions against the likelihood that the misstatement/omission will be found to be material, and the fact that the SEC would bear the burden of showing that not only was the misstatement/omission material, but that the issuer was reckless or acted with fraudulent intent.

This memo is not intended as a recommendation of one course of action over another. The Council should review the list of potential misstatements and omissions provided by Ehlers & Associates, and should make its own determination about whether any of those misstatements or omissions could be considered material, before deciding whether or not to participate in the MCDC Initiative. A good discussion of considerations for analyzing materiality is found in "MCDC Initiative: Considerations for Analysis by Issuers of Materiality and Self-Reporting," which was provided to the City by Ehlers.

I will be available at the Council Meeting on November 24 to answer any questions.

TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: November 20, 2014

SUBJECT: Oak Lane – Reduced Trunk Fees

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The City Council at its October 22, 2012 regular meeting approved a motion to reduce the water and sewer trunk fees for the Oak Lane properties to \$2,000/each and extended this special rate until December 31, 2014. Of the nine developed properties only two properties are connected to both water & sewer and one other is connected to just sewer. To date the others have not connected. Paul & Jill Schwichtenberg of 430 Oak Lane have submitted a letter to the City Council requesting the reduced trunk fees be extended (see enclosure). In accordance with the Joint Resolution between the City and Young America Township, all properties must be connected to City services by July 2021.

Proposed is discuss whether or not to extend the reduced trunk fees rate.

November 15, 2014

Schwichtenberg  
430 Oak Lane  
Norwood Young America, MN 55397

City of NYA  
City Council  
310 E Elm St W  
Norwood Young America, MN 55397

Dear City Council:

We the Schwichtenbergs living at 430 Oak Lane have recently been annexed to the city. We are coming to you today to request an extension on the hook up fee discount that will expire at the end of the year.

With the extreme weather conditions this year we have been unable to get a contractor to come and hook up our city sewer and water. We have been trying since this past spring to contact several different contractors but no one was able to help us out. We were hopeful to still get it done this fall but with the cold weather onset we will not be able to get it done this year.

We will be at the council meeting on Nov. 24<sup>th</sup> to answer any questions you may have. Thank you in advance for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "Paul Schwichtenberg". The signature is written in a cursive style with a large initial "P".

Paul & Jill Schwichtenberg



## STAFF MEMO

### City Council City of Norwood Young America

**To:** Honorable Mayor Diedrick and Members of the City Council

**From:** Chelsea Alger, Community Development Director

**CC:** Tom Simmons, City Administrator  
Diane Frauendienst, City Clerk/Treasurer

**Date:** October 22, 2012

**Agenda Item:** **Reduced Trunk Fee Incentive for Oak Lane Annexation Properties**

**Requested Action(s):** A motion to approve reduced water and sewer trunk fees for Oak Lane Annexation Properties through 2014

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**Background:**

Annually for the last three years the City Council has considered and approved reduced water and sewer trunk fees for new residential construction as a development incentive. At a previous Council meeting it was discussed as to whether this would apply to the residents on Oak Lane who will be annexed as part of the Orderly Annexation Agreement with Young America Township, effective January 1, 2013. Part of the agreement allows the residents to wait up to 10 years to connect to the City's sewer and water, paying the required connection fees that pertain to the time in which they connect. Though the Council may consider extending this trunk fee reduction incentive again, Staff would like to provide the Oak Lane residents some incentive to consider connection to sewer and water earlier rather than later in the 10 year time frame. As such, it would be recommended the Council consider allowing Staff to offer this reduction to Oak Lane residents through 2014 (two years from the date of annexation) if they connect in that time period. After that time their ability to capture reduced rates would be dependent on whether the Council chooses to continue offering the incentive.

Staff is currently drafting a letter to the residents, as a reminder of the upcoming annexation and would like to provide this incentive as part of the letter if approved by the Council, inclusive of the following language:

*As part of the approved resolution you have up to ten (10) years from this date to connect to the City's sewer and water system. Fees associated with the connection will be charged pursuant to the fee schedule in place at the time of connection and the "Schedule of Availability Charges" spreadsheet for SAC and WAC fees. Should you decide to connect by December 31, 2014 the City is offering a reduced rate on the water and sewer trunk fees, which would equate to a total savings in 2013 of \$3,650 off of connection charges.*

**Recommendation:**

**A motion to allow for reduced water and sewer trunk fees (\$2,000/each) to Oak Lane residents through December 31, 2014.**

Attachments:

None

MUNICIPAL BOUNDARY ADJUSTMENTS DOCKET NO. OA-1402-3

CITY OF NORWOOD YOUNG AMERICA RESOLUTION NO. 2011- 10

YOUNG AMERICA TOWNSHIP RESOLUTION NO. \_\_\_\_\_

**A JOINT RESOLUTION BETWEEN THE CITY OF NORWOOD YOUNG AMERICA AND  
YOUNG AMERICA TOWNSHIP EXTENDING THE CORPORATE LIMITS OF THE CITY OF  
NORWOOD YOUNG AMERICA**

**WHEREAS**, the City of Norwood Young America and Young America Township are entered into an Orderly Annexation Agreement, entitled "A Joint Resolution Between the City of Norwood Young America and Young America Township as to the Orderly Annexation of Property", hereafter referred to as "the Agreement"; and

**WHEREAS**, the Agreement was passed by the Norwood Young America City Council on February 25<sup>th</sup>, 2008 as Resolution 2008-43, by the Young America Township Board on March 19<sup>th</sup>, 2008, and by the Chief Administrative Law Judge for the Minnesota Office of Administrative Hearings on July 23<sup>rd</sup>, 2008 as Municipal Boundary Adjustments Docket No. OA-1402; and

**WHEREAS**, property proposed for annexation under this Joint Resolution 2011-10, legally described in Exhibit A and graphically depicted in Exhibit B (the "Property"), is included in Section 1 "Description of Orderly Annexation Area" of the Agreement; and

**WHEREAS**, this Joint Resolution 2011-10 serves as written agreement between the City of Norwood Young America and Young America Township that both parties desire the Property to be annexed, pursuant to the requirements of Section 4 "Conditions Required for Annexation" of the Agreement; and

**WHEREAS**, the quantity of land within the area described in the petition and bounded as described in Exhibit A is 23.50 acres more or less, no part of which is included within the limits of an incorporated city or statutory city, and

**WHEREAS**, the land will continue to be serviced by the current electric company; and

**WHEREAS**, the parties hereto desire to set forth the terms and conditions of this orderly annexation by means of this Joint Resolution 2011-10; and

**WHEREAS**, this Joint Resolution 2011-10 was approved by the Young America Township Board on April 12, 2011.

**NOW, THEREFORE BE IT RESOLVED THAT:**

**SECTION 1: FINDINGS:**

1. The annexation will be in the best interest of the City of Norwood Young America and the territory affected;
2. The territory described herein abuts upon the City limits and is about to become urban or suburban in character;
3. None of the said territory is now included within the limits of the City;

4. The area is included in the Orderly Annexation Agreement between the City of Norwood Young America and Young America Township;
5. No written objections were received;
6. Pursuant to M.S. Section 414.0325, the city and township agree that no alteration of the boundaries state herein is appropriate, that all conditions for annexation of the areas legally described herein is appropriate, that all conditions for annexation of the areas legally described in the joint resolution, and that no consideration by the State of MN Department of Administration, Municipal Boundary Adjustments Office is necessary. Upon the execution and filing of this joint resolution, the State of MN Department of Administration, Municipal Boundaries Adjustment Office may review and comment thereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation in accordance with the terms and conditions contained in this Joint Resolution.

**SECTION 2: TERRITORY ANNEXED:** The corporate limits of the City are hereby extended to include the property legally described in Exhibit A and graphically depicted in Exhibit B, and the same is hereby annexed to and included within the City as effectually as if it had originally been a part of thereof;

**SECTION 3: FILING:** The City and Township agree that upon approval the City will file certified copies of the Resolution with the MN Department of Administration Municipal Boundaries Adjustment Office, the Secretary of State, the Township Clerk and the County Auditor.

**SECTION 4: GOVERNING LAW:** The Township and City agree that this Joint Resolution is made pursuant to and shall be constructed in accordance with the laws of the State of Minnesota.

**SECTION 5: TAX REIMBURSEMENT:** Pursuant to M.S. Section 414.036, the city and township agree to a tax reimbursement equal to \$250 per acre. As such, \$5,875 ( $\$250 \times 23.50$  acres) shall be required by the City of Norwood Young America to the affected Young America Township for annexation of the subject property.

**SECTION 6: DEADLINE FOR ANNEXATION:** All properties affected by this agreement shall be annexed by January 1, 2013.

**SECTION 7: DEADLINE FOR CONNECTION TO MUNICIPAL SEWER AND WATER:** All properties shall have ten (10) years from the date of annexation, or until January 1, 2023, whichever comes first, to connect to municipal sewer and water.

**SECTION 8: COST FOR CONNECTION TO MUNICIPAL SEWER AND WATER:**

*Water Availability Charge (WAC) and Sewer Availability Charge (SAC):* WAC and SAC for Lots 1, 3-4, 5, 7-9, Block One Oakridge, and Lot 1, Block One Oakridge 2<sup>nd</sup> Addition, and the parcel located at 15215 Oak Lane (PID# 11.0141600) shall be paid per Exhibit C, entitled "Schedule of Availability Charges for Service Area 1, Phases 1, 2, & 3" dated April 28, 2003. WAC and SAC for Lots 2-5, Block 1 Oakridge 2<sup>nd</sup> Addition shall be paid per actual cost at time of construction. Exhibit D, City Engineer's letter dated March 3, 2011, estimates the 2011 cost of that to be \$22,000 to \$25,000 per lot.

*Water and Sewer Trunk Charge:* The water and sewer trunk charges shall be paid per the City's Fee Schedule at the time of connection.

*Water and Sewer Hook-Up Fees:* Water and Sewer Hook-Up Fees shall be paid per the City's Fee Schedule at the time of connection.

*Water Meter Fee:* The water meter fee shall be paid per the City's Fee Schedule at the time of connection.

SECTION 9: PAYMENT FOR CONNECTION TO MUNICIPAL SEWER AND WATER:

*Water Availability Charge (WAC) and Sewer Availability Charge (SAC):* May be paid up front at the time of connection, or assessed over a ten (10) year period at an annual rate of 5.60%.

*Water and Sewer Trunk Charge:* May be paid up front at the time of connection, or assessed over a ten (10) year period at an annual rate of 5.60%.

*Water and Sewer Hook-Up Fees:* Shall be paid up front at the time of connection.

*Water Meter Fee:* Shall be paid up front at the time of connection.

SECTION 10: IMPROVEMENT OF OAK LANE: Oak Lane shall be improved to City standard by no later than January 1, 2023. There will be an assessment for each property as a result of this project, amount to be determined at the time of the project.

SECTION 11: MAINTENANCE OF OAK LANE: The City shall take over maintenance of Oak Lane in its entirety once final property is annexed to the City under this agreement, or January 1, 2013, whichever comes first.

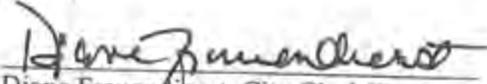
SECTION 12: FILING FEES FOR ANNEXATION: Annexation filing fees to the Office of Municipal Boundary Adjustments shall be paid jointly between the City and the Township.

SECTION 13: FINAL APPROVAL: This Resolution takes effect upon its passage and publication and the filing of the certified copies as directed in Section 3. The annexation is final on the date of approval by the Director of the MN Municipal Board.

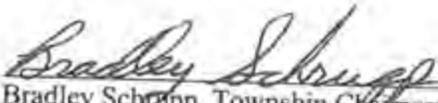
Adopted by the City Council of the City of Norwood Young America this 11<sup>th</sup> day of July, 2011.

  
Tina Diedrick, Mayor

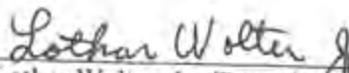
Attest:

  
Diane Fraundienst, City Clerk/Treasurer

Adopted by the Young America Township Board this 12<sup>th</sup> day of April, 2011.

  
Bradley Schupp, Township Clerk/Person

Attest:

  
Lothar Wolter, Jr., Township Clerk

## **EXHIBIT A**

### Legal Description of Area to be Annexed

All that part of the Southeast Quarter of the Northeast Quarter of Section 14, Township 115, Range 26, Carver County, Minnesota lying northerly of State Highway No. 212. EXCEPTING therefrom Lots 2 and 6, Block One, OAKRIDGE, according to the recorded plat thereof said Carver County.

# EXHIBIT B



Disclaimer: This map was created using Carver County's Geographic Information Systems (GIS). It is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

**Map Scale**  
1 inch = 257 feet

**Map Date**  
3/30/2011



**SCHEDULE OF AVAILABILITY CHARGES  
FOR  
SERVICE AREA I, PHASES 1, 2 & 3  
CITY OF NORWOOD YOUNG AMERICA  
4-28-03**

**EXHIBIT C**

**AVAILABILITY CHARGES PER UNIT  
PARCEL**

YEAR	Dreithelm			Heape			Oak Lane			Serenity Poi		
	Sewer/Unit	Water/Unit	Total/Unit	Sewer/Unit	Water/Unit	Total/Unit	Sewer/Unit	Water/Unit	Total/Unit	Sewer/Unit	Water/Unit	Total/Unit
2003	\$359.58	\$102.23	\$461.81	\$780.94	\$479.33	\$1,260.26	\$5,360.73	\$429.84	\$5,790.58	\$747.18	\$429.84	\$1,177.02
2004	\$379.72	\$107.96	\$487.67	\$824.67	\$506.17	\$1,330.84	\$5,660.93	\$453.92	\$6,114.85	\$789.02	\$453.92	\$1,242.94
2005	\$400.98	\$114.00	\$514.98	\$870.85	\$534.51	\$1,405.36	\$5,977.94	\$479.33	\$6,457.28	\$833.21	\$479.33	\$1,312.54
2006	\$423.44	\$120.38	\$543.82	\$919.62	\$564.45	\$1,484.06	\$6,312.71	\$506.18	\$6,818.89	\$879.87	\$506.18	\$1,386.05
2007	\$447.15	\$127.13	\$574.27	\$971.12	\$596.05	\$1,567.17	\$6,666.22	\$534.52	\$7,200.74	\$929.14	\$534.52	\$1,463.66
2008	\$472.19	\$134.25	\$606.43	\$1,025.50	\$629.43	\$1,654.93	\$7,039.53	\$564.46	\$7,603.99	\$981.17	\$564.46	\$1,545.63
2009	\$498.63	\$141.76	\$640.39	\$1,082.93	\$664.68	\$1,747.61	\$7,433.74	\$596.07	\$8,029.81	\$1,036.12	\$596.07	\$1,632.19
2010	\$526.55	\$149.70	\$676.26	\$1,143.57	\$701.90	\$1,845.47	\$7,850.03	\$629.45	\$8,479.48	\$1,094.14	\$629.45	\$1,723.59
2011	\$556.04	\$158.09	\$714.13	\$1,207.61	\$741.21	\$1,948.82	\$8,289.63	\$664.69	\$8,954.33	\$1,155.41	\$664.69	\$1,819.99
2012	\$587.18	\$166.94	\$754.12	\$1,275.24	\$782.72	\$2,057.95	\$8,753.85	\$701.92	\$9,455.77	\$1,220.12	\$701.92	\$1,922.04
2013	\$620.06	\$176.29	\$796.35	\$1,346.65	\$826.55	\$2,173.20	\$9,244.07	\$741.22	\$9,985.29	\$1,288.44	\$741.22	\$2,029.66
2014	\$654.78	\$186.16	\$840.94	\$1,422.06	\$872.84	\$2,294.90	\$9,761.74	\$782.73	\$10,544.47	\$1,360.59	\$782.73	\$2,143.32
2015	\$691.45	\$196.58	\$888.04	\$1,501.70	\$921.72	\$2,423.41	\$10,308.40	\$826.57	\$11,134.96	\$1,436.79	\$826.57	\$2,263.36
2016	\$730.17	\$207.59	\$937.77	\$1,585.79	\$973.33	\$2,559.12	\$10,885.67	\$872.85	\$11,758.52	\$1,517.25	\$872.85	\$2,390.10
2017	\$771.06	\$219.22	\$990.28	\$1,674.60	\$1,027.84	\$2,702.44	\$11,495.26	\$921.73	\$12,417.00	\$1,602.21	\$921.73	\$2,513.94
2018	\$814.24	\$231.49	\$1,045.74	\$1,768.37	\$1,085.40	\$2,853.77	\$12,139.00	\$973.35	\$13,112.35	\$1,691.94	\$973.35	\$2,635.29
2019	\$859.84	\$244.46	\$1,104.30	\$1,867.40	\$1,146.18	\$3,013.58	\$12,818.78	\$1,027.86	\$13,846.64	\$1,786.69	\$1,027.86	\$2,814.55
2020	\$907.99	\$258.15	\$1,166.14	\$1,971.98	\$1,210.37	\$3,182.34	\$13,536.63	\$1,085.42	\$14,622.05	\$1,886.74	\$1,085.42	\$2,992.16
2021	\$958.84	\$272.60	\$1,231.44	\$2,082.41	\$1,278.15	\$3,360.55	\$14,284.68	\$1,146.20	\$15,430.88	\$1,992.40	\$1,146.20	\$3,138.60
2022	\$1,012.53	\$287.87	\$1,300.40	\$2,199.02	\$1,349.72	\$3,548.75	\$15,085.19	\$1,210.39	\$16,305.58	\$2,103.97	\$1,210.39	\$3,294.36
2023	\$1,069.24	\$303.99	\$1,373.23	\$2,322.17	\$1,425.31	\$3,747.48	\$15,940.52	\$1,278.17	\$17,218.69	\$2,221.80	\$1,278.17	\$3,460.01

Bond Rate: 4.10%  
Admin Surchg: 1.50%  
Charged Rate: 5.60% /year

**AVAILABILITY CHARGES PER UNIT  
PARCEL**

YEAR	M. Schrupp			G. Schrupp			R. Lindemier			M. Schrupp			H. G		
	Sewer/Unit	Water/Unit	Total/Unit	Sewer/Unit	Water/Unit	Total/Unit	Sewer/Unit	Water/Unit	Total/Unit	Sewer/Unit	Water/Unit	Total/Unit	Sewer/Unit	Water/Unit	Total/Unit
2003	\$0.00	\$12,369.58	\$12,369.58	\$0.00	\$12,369.58	\$12,369.58	\$0.00	\$12,369.58	\$12,369.58	\$0.00	\$12,369.58	\$12,369.58	\$3,969.96	\$82	\$12,451.54
2004	\$0.00	\$13,062.27	\$13,062.27	\$0.00	\$13,062.27	\$13,062.27	\$0.00	\$13,062.27	\$13,062.27	\$0.00	\$13,062.27	\$13,062.27	\$4,192.27	\$87	\$13,149.54
2005	\$0.00	\$13,793.76	\$13,793.76	\$0.00	\$13,793.76	\$13,793.76	\$0.00	\$13,793.76	\$13,793.76	\$0.00	\$13,793.76	\$13,793.76	\$4,427.04	\$92	\$13,880.80
2006	\$0.00	\$14,586.21	\$14,586.21	\$0.00	\$14,586.21	\$14,586.21	\$0.00	\$14,586.21	\$14,586.21	\$0.00	\$14,586.21	\$14,586.21	\$4,674.96	\$97	\$14,681.17
2007	\$0.00	\$15,381.92	\$15,381.92	\$0.00	\$15,381.92	\$15,381.92	\$0.00	\$15,381.92	\$15,381.92	\$0.00	\$15,381.92	\$15,381.92	\$4,936.75	\$102	\$15,378.67
2008	\$0.00	\$16,243.31	\$16,243.31	\$0.00	\$16,243.31	\$16,243.31	\$0.00	\$16,243.31	\$16,243.31	\$0.00	\$16,243.31	\$16,243.31	\$5,213.21	\$107	\$16,256.52
2009	\$0.00	\$17,152.93	\$17,152.93	\$0.00	\$17,152.93	\$17,152.93	\$0.00	\$17,152.93	\$17,152.93	\$0.00	\$17,152.93	\$17,152.93	\$5,505.15	\$114	\$17,168.07
2010	\$0.00	\$18,113.50	\$18,113.50	\$0.00	\$18,113.50	\$18,113.50	\$0.00	\$18,113.50	\$18,113.50	\$0.00	\$18,113.50	\$18,113.50	\$5,813.44	\$120	\$18,126.94
2011	\$0.00	\$19,127.85	\$19,127.85	\$0.00	\$19,127.85	\$19,127.85	\$0.00	\$19,127.85	\$19,127.85	\$0.00	\$19,127.85	\$19,127.85	\$6,136.99	\$127	\$19,144.84
2012	\$0.00	\$20,199.01	\$20,199.01	\$0.00	\$20,199.01	\$20,199.01	\$0.00	\$20,199.01	\$20,199.01	\$0.00	\$20,199.01	\$20,199.01	\$6,482.78	\$134	\$20,171.79

EXHIBIT D



**BOLTON & MENK, INC.**

**Consulting Engineers & Surveyors**

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172

Phone (952) 448-8838 • Fax (952) 448-8805

www.bolton-menk.com

March 3, 2011

City of Norwood Young America  
c/o Ms. Chelsea Alger  
310 Elm Street West  
P.O. Box 59  
Norwood Young America, MN 55368-0059

RE: Western Oak Lane Sewer and Water

Dear Ms. Alger:

Pursuant to your request, we have prepared a preliminary cost estimate to provide sanitary sewer and water service to the parcels located at the west end of Oak Lane.

The sewer and water alignment and location used in this estimate reflects that which was presented in the feasibility study titled "Oak Lane Improvements, (Supplement to the Feasibility Study For Service Area I Improvements)" dated May 4, 2000.

The Hoskins parcel is not currently served with sewer and water, however there is water abutting the property along the north and west sides, and the sewer system ends at the northeast corner of the parcel. As such, we anticipate this parcel can be served under the same charge system as the other Oak Lane parcels from previous projects. The Shanahan parcel includes 4 lots. Therefore there appears to be 4 lots to which costs for these improvements could be shared. The actual limits of wetland on the eastern most lot are uncertain. Should the extents of wetland be significant, this lot may not be deemed buildable. A map identifying those parcels is included for your information.

The cost per unit to provide service to these 4 parcels is approximately \$22,000 to \$25,000. This cost does not include street restoration as it was assumed the work would be included with a street improvement.

We are available to discuss this matter at your convenience.

Respectfully submitted

**BOLTON & MENK, INC.**

John K. Swanson

F:\NOYAC\123571\02011 Misc\Western Oak Lane Sewer and Water Letter.doc

*DESIGNING FOR A BETTER TOMORROW*  
Bolton & Menk is an equal opportunity employer

# Carver County, MN



Disclaimer: This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Scale  
1 inch = 301 feet

Map Date  
11/10/2010





November 24, 2014

CITY COUNCIL MEMO

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To: Honorable Mayor Diedrick and Members of the City Council

From: Diane Frauendienst, City Clerk

Cc: Steve Helget, City Administrator

Re: Approve Appointing Ryan Winter to Public Utilities Director –  
Resolution 2014-41

---

Four applications were received for the Public Utilities Director position. Two candidates were interviewed by the Personnel Committee, City Staff and Consultants. The interviewing committee recommends appointing Ryan Winter to the Public Utilities Director position.

Resolution 2014-41 approves the appointing of Ryan Winter to the position of Public Utilities Director, contingent upon satisfactory results of the background search, at a Grade 13, Step 4 of the Norwood Young America Salary, and approves all other terms in accordance with City of Norwood Young America personnel policy. Employment to begin January 5, 2015.

Recommendation: **a motion to adopt Resolution 2014-41, a resolution appointing Ryan Winter to the position of Public Utilities Director.**

*City of Norwood Young America*

---

Tel: 952-467-1800  
Fax: 952-467-1818

310 Elm Street West  
NYA, MN 55368

[www.cityofnya.com](http://www.cityofnya.com)  
[cityclerk@cityofnya.com](mailto:cityclerk@cityofnya.com)

# RESOLUTION 2014-41

## A RESOLUTION APPOINTING RYAN WINTER TO THE POSITION OF PUBLIC UTILITIES DIRECTOR

WHEREAS, the City of Norwood Young America has completed the search process and the Norwood Young America City Council has selected Ryan Winter as the new Public Utilities Director.

WHEREAS, the Norwood Young America City Council has offered the position, contingent upon satisfactory results of the background search, to Ryan Winter at a Grade 13, Step 4 of the Norwood Young America Salary, all other terms in accordance with City of Norwood Young America personnel policy and Ryan has accepted the public utilities position under the terms set forth.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Norwood Young America, Carver County, Minnesota, that Ryan Winter shall be hereby appointed to the position of Public Utilities Director under the terms set forth, his employment with the City of Norwood Young America to begin January 5th, 2015.

Adopted by the Council this 24<sup>th</sup> day of November 2014.

AMERICA

CITY OF NORWOOD YOUNG

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Diane Frauendienst City Clerk/Treasurer

TO: Honorable Mayor Diedrick and City Council Members  
FROM: Steve Helget, City Administrator  
DATE: November 20, 2014  
SUBJECT: Economic Development Consulting Contract

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The City recently solicited a proposal from the Municipal Development Group to provide economic development consulting services. Enclosed is their proposal and a proposed contract.

Joanne Foust would be the City's consultant and she will be present to introduce herself.

**Suggested Motion:**

**Motion to approve the Agreement for Consulting Services with the Municipal Development Group.**



October 14, 2014

Mr. Steve Helget, City Administrator  
City of Norwood Young America  
310 Elm Street West  
PO Box 59  
Norwood Young America, MN 55368

**RE: Economic Development Consulting**

Dear Mr. Helget

Thank you for the opportunity to provide information relating to economic development consulting services provided by Municipal Development Group, Inc. Enclosed please find additional information on our company and our services.

We have appreciated the opportunity to work with the City on planning projects and would welcome the opportunity to work with Norwood Young America on economic development endeavors as well. We are happy to tailor our services to meet the needs of the community.

If you have any questions, please do not hesitate to contact me. I look forward to hearing from you and learning more about the economic development opportunities in the City of Norwood Young America!

Best regards,

Joanne Foust, Principal  
Municipal Development Group, Inc.

Proposal for  
Economic Development Consulting  
Services for the  
City of Norwood Young America, MN



*Norwood Young America*  
MN

TownMap.com/USA.com



**MUNICIPAL**  
DEVELOPMENT GROUP, INC.

**Municipal Development Group, Inc.**

25562 Willow Lane  
New Prague MN 56071  
952-758-7399  
Toll-Free Phone/Fax  
1-888-7MDG-INC  
(1-888-763-4462)

[foustmdg@gmail.com](mailto:foustmdg@gmail.com)

[www.municipaldevelopmentgroup.com](http://www.municipaldevelopmentgroup.com)

## ECONOMIC DEVELOPMENT CONSULTING



**Presented to:**

Steve Helget, City Administrator  
City of Norwood Young America  
310 Elm Street West  
PO Box 59  
Norwood Young America, MN 55368

**By:**

Jo Foust, Principal  
Municipal Development Group, Inc.  
25562 Willow Lane  
New Prague MN 56071  
952-758-7399  
Phone/fax: 1-888-7MDG-INC (1-888-763-4462)  
[foustmdg@gmail.com](mailto:foustmdg@gmail.com)  
[www.municipaldevelopmentgroup.com](http://www.municipaldevelopmentgroup.com)

***Our Goal is to Exceed Your Expectations!***

**MUNICIPAL  
DEVELOPMENT  
GROUP, INC.**

MDG, Inc. Incorporated  
in 2001.

We are pleased to have  
worked with 47  
Minnesota communities  
over the past 11 years!

**MDG, Inc. Team**  
Joanne Foust,  
Principal/Co-Founder

Cynthia Smith-Strack  
Principal/Co-Founder

John Anderson  
Associate

Jim Bunning  
GIS Consultant

**Contact us:**  
MDG, Inc.  
25562 Willow Lane  
New Prague MN 56071  
952-758-7399  
Toll-Free Phone/Fax  
1-888-7MDG-INC  
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[foustmdg@gmail.com](mailto:foustmdg@gmail.com)  
Website:  
[www.municipaldevelopmentgroup.com](http://www.municipaldevelopmentgroup.com)



## RESUME- JO FOUST



### CONSULTANT QUALIFICATIONS: JO FOUST

With twenty years of experience in municipal government, both in the public and private sectors, Ms. Foust enjoys a successful track record in municipal planning, economic development, finance and grant writing.

**Economic Development Experience:** Ms. Foust has assisted a number of communities with various economic development projects including but not limited to: successful business recruitment and financial packaging, authoring of successful grant applications for new industrial park development, development of Highway Commercial and Downtown Redevelopment Strategic Plans and subsequent implementation of plans, establishment of EDAs, establishment of a Chamber of Commerce, development of Business Subsidy Policies, funding guidelines, applications and review processes; creation of marketing materials and proposals and creation of new economic development programs. Ms. Foust currently serves the cities of Montrose, Rockford, the "Best of 12" and Chisago County EDA/HRA with economic development consulting services.

**Grant Writing:** Ms. Foust enjoys a successful track record with grant writing for municipalities including numerous grants through the Minnesota Department of Employment and Economic Development, Initiative Foundation, MnDOT, AgStar, etc.

**Planning Experience:** Ms. Foust has most recently authored Comprehensive Plans for the cities of Montgomery, Jordan, Belle Plaine, New Prague, and Rush City. She has prepared new and amended numerous zoning and subdivision ordinances; prepared master park plans; and completed the review process for various subdivisions, site plans, variance requests, conditional use permits, interim use permits, etc. Ms. Foust has over 20 years of experience in municipal planning having served as the Community Development Director (Zoning Administrator) for the cities of St. Peter and Belle Plaine prior to transitioning to consulting. Ms. Foust is currently working with the cities of Jordan, Isle, Montgomery, and Montrose on planning projects.

**Education and Professional Affiliations:** Joanne Foust is a member of the Minnesota Chapter of the American Planning Association (MnAPA), is a Certified Economic Development Professional through the National Development Council, has completed the Blandin Leadership Program and Initiative Foundation Healthy Community Partnership Training, Foust has served on the Board of Directors for State Bank of Belle Plaine for the past eight years. Ms. Foust has a Bachelor of Science Degree with a double major in Business Management and Economics from the University of Minnesota, Morris, and has completed coursework toward a Masters in Public Administration.



## MDG, INC.



- Municipal Development Group (MDG), Inc. was formed in 2001 by Joanne Foust and Cynthia Smith-Strack. We have provided professional planning, economic development, GIS, and grant writing services since to 47 municipalities, township, and counties since our inception.
- MDG, Inc. Team Members include:
  - Joanne Foust, Principal (Co-Founder).
  - Cynthia Smith-Strack, Principal (Co-Founder).
  - John Anderson, Associate.
  - James Bunning, GIS Mapping and Analysis
  - MDG, Inc. has an office assistant that provides clerical and office support as needed.
- MDG, Inc. Co-Founders Foust and Strack have made a conscious decision to remain a small firm. We believe our firm's size allows us to be nimble and quickly respond to changes in the market and provide hands-on service to our clients. We have found our niche working with municipalities, primarily under 15,000 in population, and have focused on providing exceptional planning, economic development, and grant writing services.
- All MDG, Inc. staff members have held positions with local government units, providing us with a better understanding of your position and processes. We have served as "City Planners" and economic development staff. We are members of the Minnesota Chapter of the American Planning Association and have completed National Development Council Training.
- As small business owners for the past 13 years, we have an understanding of what businesses in small to mid-size communities are experiencing. We enjoy using our experience to help communities!
- Contact Information: Corporate Office Location: MDG, Inc. 25562 Willow Lane, New Prague MN 56071.  
Phone: 952-758-7399, Toll-free phone/fax: 1-888-7MDG-INC (1-888-763-4462).  
Website: [www.municipaldevelopmentgroup.com](http://www.municipaldevelopmentgroup.com). E-mail: [foustmdg@gmail.com](mailto:foustmdg@gmail.com)

### **MUNICIPAL DEVELOPMENT GROUP, INC.**

MDG, Inc. was proud to be one of three firms selected by Envision Minnesota (formerly 1000 Friends of Minnesota) to assist selected communities with their planning projects through the Community Growth Options initiative, a planning initiative funded through the Initiative Foundation.

MDG, Inc. was selected by four of the ten communities as "consulting planner" from 2009 to 2011. Although grant funds are no longer available, MDG, Inc. is pleased to continue its consulting relationship with these communities.

***Our Goal is to Exceed Your Expectations!***

## MDG, INC. PLANNING EXPERIENCE



MDG, Inc. welcomes the opportunity to assist Minnesota cities with the development and updating of authentic, customized planning projects including comprehensive planning, park/open space planning and preparation of locally relevant zoning and subdivision ordinances. We also provide visioning facilitation, growth impact analysis, development and subdivision review, on-site office staffing and general planning assistance.

We are committed to effective land use planning that respects the environment, enhances the quality of life, protects property values and ensures the health, safety and general welfare of citizens.

Following are Comprehensive Plans MDG, Inc. staff has developed with communities over the past several years:

### COMPREHENSIVE PLANS:

- Montgomery Comprehensive Plan, 2013-Present
- Olivia Comprehensive Plan 2013-present.
- New Prague Comprehensive Plan updates 2012-2013
- Pine Island Comprehensive Plan update. 2009- 2010
- Center City Comprehensive Plan creation. 2009- 2010
- Arlington Comprehensive Plan update. 2007-2009
- Belle Plaine Comprehensive Plan update. 2007-2009
- Jordan Comprehensive Plan update. 2007-2009
- Long Beach Comprehensive Plan update. 2008-2009
- Mayer Comprehensive Plan update. 2007-2008
- Rush City Comprehensive Plan update. 2007-2009
- St. Joseph Comprehensive Plan update. 2007-2009
- Norwood Young America Comprehensive Plan update. 2008-2009
- Alexandria Comprehensive Plan update. 2007
- Cold Spring Comprehensive Plan update. 2007
- Osakis Comprehensive Plan update. 2007
- Clearwater Comprehensive Plan update. 2006
- Clear Lake Comprehensive Plan update. 2006
- Richmond Comprehensive Plan creation. 2006
- St. Stephen Comprehensive Plan creation. 2006
- New Prague Comprehensive Plan update. 2004-2005.
- Waite Park Comprehensive Plan update. 2005

## MDG INC. ~ SAMPLE ECONOMIC DEVELOPMENT PROJECTS

MDG, Inc. provides an array of Economic Development consulting services including but not limited to the following:

- Economic development strategic planning
- Business Retention and Expansion Visits/Surveys
- Financial packaging – working with regional, state and federal programs to assist local businesses.
- Grant writing including the MN Investment Fund, Business Development Infrastructure Grant, USDA Rural Development, etc.
- Coordination of programs including business education (Coordination with Chambers of Commerce), Manufacturers' Week activities, etc.
- Downtown and Highway Commercial redevelopment planning and implementation
- Industrial park development
- Marketing programs including participation in MN Real Estate Journal Conferences, Expos, etc.
- On-site and as-needed office hours to meet with business prospects as well as local businesses
- Coordination with other agencies including SCORE, the Initiative Foundation, LegalCorps, SBA, etc.

Following are examples of recent projects:

- **Montrose EDA.** Since 2006, MDG, Inc. has served as the Economic Development Consultant for the City of Montrose. Ms. Foust has authored and administered grants of approximately \$500,000 from DEED (new Industrial Park), the Initiative Foundation (Highway 12 Redevelopment, Business Retention and Marketing) and MnDOT (Cooperative Landscape Grants).
- **Best of 12.** Since 2012, Ms. Foust has worked with the Best of 12; six cities united by shared values, shared vision and shared spirit. Grant funds were requested and received from the Initiative Foundation to promote the joint marketing efforts of the six cities: Dassel, Cokato, Howard Lake, Waverly, Montrose and Delano. Ms. Foust worked with representatives from the six cities and chambers to coordinate activities including development of a brochure, trade show booth, participation in a Real Estate Conference, etc.
- **Chisago Co. HRA-EDA/Chisago Lakes Area Chamber of Commerce.** In 2013 and 2014, Ms. Foust has had an opportunity to work with the Chisago Co. HRA-EDA and Chisago Lakes Area Chamber of Commerce on a "Business is Great on Highway 8 Business Series". This has included a business survey, resident survey, coordination of speakers on marketing, survey on branding and preparation of a consumer survey.
- **Rockford HRA.** Ms. Foust has served as the Economic Development Consultant, with office hours twice a month, in Rockford since 2008. Ms. Foust has coordinated a business retention and expansion program, No Interest Loan program, grant writing and most recently is assisting with the marketing of the Rockford Mall and Outlot which were purchased by the City in the summer of 2014.
- **Rockford-Greenfield Area Chamber of Commerce.** In 2009 Ms. Foust worked with the business communities in Rockford and Greenfield and provided the consulting services to create and incorporate the Rockford-Greenfield Area Chamber of Commerce. The Chamber now has over 70 members with the two business communities working hand-in-hand to promote the greater good of the area.

## MDG, INC. REFERENCES



HERE ARE A FEW CLIENTS WE HAVE HAD THE PLEASURE OF WORKING WITH:

Barb Swanson, City Administrator  
City of Montrose  
311 Buffalo Avenue South  
Montrose, MN 55353

(763) 675-3717, Email: [bswanson@montrose-mn.com](mailto:bswanson@montrose-mn.com)

\*Highway 12 Redevelopment Plan, Grants, Economic Development

Dan Madsen, City Administrator  
City of Rockford  
6031 Main Street  
Rockford, MN 55373  
(763) 477-4393

\*Economic Development Consulting and Grant Writing

Nancy Hoffman, Executive Director  
Chisago County HRA-EDA  
38883 7<sup>th</sup> Avenue  
P.O. Box 815  
North Branch MN 55056

651-674-5664 or [nancy@chisagocounty.org](mailto:nancy@chisagocounty.org)

\*Economic Development and Meeting Facilitation

Judy Weyrens, City Administrator  
25 College Avenue North  
St. Joseph, MN 56374

(320) 363-7201; E-mail: [jweyrens@cityofstjoseph.com](mailto:jweyrens@cityofstjoseph.com)

\*Comprehensive Plan/Zoning, Economic Development and Grant Writing

Tom Nikunen, Interim City Administrator  
City of Jordan  
210 East First Street  
Jordan, MN 55352  
952-492-2535

\*Planning and Economic Development Consulting

Ken Ondich, City Planner  
City of New Prague  
118 Central Ave N  
New Prague MN 56071  
952-758-4401

\*Comprehensive Plan and Updates

### ORGANIZATIONAL REFERENCES:

Dan Frank, Program  
Manager for Community  
Development  
Initiative Foundation  
405 First Street SE  
Little Falls, MN 56345  
877-632-9255

Email: [Dfrank@ifound.org](mailto:Dfrank@ifound.org)

\*Healthy Communities  
Partnership Program for  
Montrose 2009-Present  
\*Grant applications for  
various communities

## COMPENSATION



MDG offers flexible compensation arrangements to meet the needs of different communities and clients. MDG is willing to work with the City to modify our compensation schedule to fit your specific needs and budget.

Our rates are as follows.

Principal:	\$80/hour
Associate:	\$80/hour
Administrative:	\$35/hour.

MDG offers two primary service structures: on-call/as needed, or a not-to-exceed per project basis. The Company will work with the City to define the most beneficial arrangement.

- a. On-call, as needed service is provided under a flat hourly fee of \$80/hour for services. On-call, as needed service is provided upon your request and invoiced monthly. We are willing to establish a scheduled number of hours per month to assist the City of Norwood Young America. This may include consulting services from our office as well as on-site hours to meet with business clientele as well as attend EDA meeting. We are happy to develop a program to fit your needs.
- b. Specific projects, such as the authoring of a grant, may be arranged on a "project basis" fee. Depending on the scope and size we would provide the city with the cost estimate.

Additional charges include mileage at the federal reimbursable rate, currently \$.056 per mile or the current federal reimbursable rate, and reimbursement for direct expenses.

MDG invoices through monthly statements.



*It is our goal to exceed your expectations!*

Municipal Development Group, Inc.  
25562 Willow Lane  
New Prague MN 56071  
(P) 952-758-7399  
(P & F) 1-888-7MDG-INC (1-888-763-4462)  
(E) staff@municipaldevelopmentgroup.com

Web site: [www.municipaldevelopmentgroup.com](http://www.municipaldevelopmentgroup.com)

## Economic Development Projects

### St. Joseph

- St. Joe Meat Market Expansion (\$500K project, TIF assistance)
- Cone Castle Restaurant (redevelopment of a downtown property, house razed, new bldg)
- St. Joseph Food Coop organized
- Minnesota Street Market opening June, 2011
- Whitehorse Restaurant estimated opening September, 2011
- Loan to Prego Properties from Revolving Loan Fund to spruce up former grocery store, site to be leased

### Arlington

- Orientation for new EDA members
- Goal setting by work area: organizational development, infrastructure development, business development, and market development
- Revolving Loan Fund loan issued for Godfather's Pizza
- Revolving Loan Fund loan issued for downtown foreclosed property revitalization

### Montrose

- DEED BDIP Grant \$427,000 for new industrial park
- Xcel Energy new industrial facility in 2011 with 10 employees
- New industry (summer 2011) Craft Pattern & Mold with 20 employees
- Highway 12 Redevelopment Plan and implementation including painted streetlights, new banners, bump-outs and east Highway 12 trail with landscaping (accomplished through a MNDOT Cooperative Landscape Grant)
- Healthy Community Partnership Grant recipient 2009, 2010 & 2011 (\$35,000)
- Adopted a TIF Spending Plan to assist commercial/industrial development



Accomplishments

# Economic Development Consulting

## Rockford

- Established the Rockford-Greenfield Area Chamber of Commerce (now 73 members)
- Developed "tool-box" of economic development information for web site (available sites, transportation, demographics, etc)
- Secured an Initiative Foundation Grant to assist with the development of a B3 - **Building Better Businesses Program**
- Worked in cooperation with SCORE to offer free business counseling sessions in Rockford once each month
- Secured a Valspar Picture it Painted Grant for a mural in the downtown

## Jordan

- Secured a \$15,000 grant to assist with various economic development projects
- Completed a business retention and expansion survey with 40% participation (46 businesses)
- Created a matching grant program to encourage and assist businesses with the implementation of downtown design guidelines, with 9 loans approved (5 in 2010 and 4 in 2011)

## Cokato

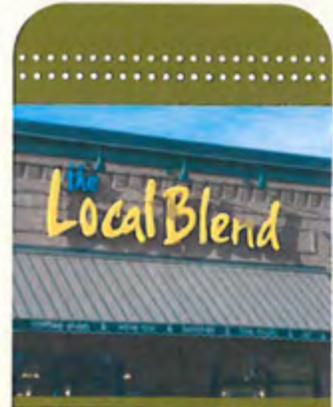
- Completed a business retention and expansion survey
- Developed marketing materials for web site and paper distribution
- Developed an inventory of available sites
- Conducted visioning and training sessions with the EDA/Council/Development Corp/Chamber

*It is our goal to exceed your expectations!*



**MUNICIPAL**  
DEVELOPMENT GROUP, INC.

*Working In Cooperation With Communities  
To Accomplish  
Economic Development Goals*



2010-2011

Accomplishments

## AGREEMENT FOR CONSULTING SERVICES

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of November, 2014 by and between the City of Norwood Young America, a Municipal Corporation, hereinafter referred to as the "City" and Municipal Development Group, Inc., a Corporation, hereinafter referred to as the "Company".

### I. DEFINITIONS

- A. City – The "City" shall be defined as the City of Norwood Young America, a Municipal corporation.
- B. Company – The "Company" shall be defined as Municipal Development Group, Inc., a Minnesota corporation.
- C. Consulting Economic Development Services – "Consulting Economic Development Services" shall be defined as consulting services relating to business and economic development for the City of Norwood Young America.
- D. Hourly Fee- The "Hourly Fee" shall be defined as \$80 per hour fee charge for economic development consulting services. Invoicing will occur on a monthly basis for the contracted hours. The Company shall be reimbursed for additional expenses including, but not limited to, mileage (at federal rate), long-distance phone charges, postage and copying.
- E. Off-Site – "Off-Site" shall be defined as consulting services provided for the City of Norwood Young America at the company's office.
- F. On-Site - "On-Site" shall be defined as consulting services provided at the City of Norwood Young America's offices as opposed to those services provided at the Company's offices.
- G. Reimbursable Expenses- "Reimbursable Expenses" shall be defined as the expenses associated with projects completed for the City including long distance telephone service fees, long distance fax charges, printing and reproduction, supplies directly related to a specific service or project and mileage expenses based on the federal reimbursable rate for mileage.

## II. SCOPE OF SERVICES AND FEES

The Company will work with the development applicants, City staff, City Consultants, the Economic Development Commission, and the EDA/City Council, and others on various economic development projects which may include, at the city's direction, those outlined below. It is the intent of this agreement that there will be a close cooperative working relationship between the Company and the City.

Basic services and fees shall include:

- A. The Company shall provide contracted off-site office hours on an as needed basis. In addition, the Company shall be available for meetings and to answer questions at other times as directed or approved by the City Administrator.
- B. The Company shall attend approximately one Economic Development Commission meeting per quarter or more often as scheduled as well as additional meetings as requested by the City and/or EDA/City Council.
- C. The Company shall work with the City and EDC/EDA to prioritize Economic Development projects and shall be available to facilitate various projects which may include some of the following, as directed by the City/EDC/EDA:
  - Economic development strategic planning ;
  - Business retention and expansion visits/surveys;
  - Financial packaging – working with regional, state and federal programs to assist local businesses;
  - Grant writing including the MN Investment Fund, Business Development Infrastructure Grant, USDA Rural Development, etc. if a feasible project warrants these programs;
  - Coordination of programs including business education (coordination with Chamber of Commerce), Manufacturers' Week activities, etc.;
  - Downtown and highway commercial redevelopment planning and implementation;
  - Industrial park development;
  - Identification of potential marketing opportunities for the EDC/EDA including participation in MN Real Estate Journal Conferences, MnCARR expos, etc.
  - On-site and as-needed office hours to meet with business prospects as well as local businesses; and
  - Coordination with other agencies including SCORE, the Initiative Foundation, LegalCorps, SBA, etc.
- D. The Company shall invoice the City on a monthly basis for contract hours, plus reimbursable expenses as approved by the City. An itemized monthly invoice of the total hours and projects completed by the Company shall be provided to the City.
- E. The Company may provide additional assistance in conjunction with specific projects as authorized by the City for a lump sum project fee or on an hourly basis.

- F. The Company shall be reimbursed for other reimbursable expenses directly related to economic development consulting services provided for the City, including mileage and travel, long distance phone/fax and copies. The Company shall be reimbursed for mileage at the federal tax rate. All such expenses shall be subject to the approval of the City and generally consistent with the attached schedule.

### **III. RESPONSIBILITIES**

- A. The Company shall respond to inquiries from the City or development applicants in a timely fashion, generally within twenty-four (24) business hours.
- B. The Company shall prepare and submit itemized invoices detailing the projects completed and the dates in which services were provided by the tenth (10<sup>th</sup>) of each month following the service.
- C. If the City requires the Company to provide on-site office hours, the City shall be responsible for providing a work space for the Company to utilize while completing said on-site consulting service hours. The Company shall be responsible for providing a computer.
- D. The Company shall provide office space for consulting services provided off-site.

### **IV. MISCELLANEOUS PROVISIONS**

- A. Assignment. Neither party hereto may assign, pledge or transfer their interest, obligation and responsibilities under and pursuant to this Agreement, without the other party's prior written consent.
- B. Right of Termination. The City may terminate this Agreement upon thirty (30) days written notice to the Company. The Company may terminate this agreement upon thirty (30) days written notice to the City. In such event, the City will pay the Company for all billable hours provided by the Company and all approved reimbursable expenses up to the date of termination.
- C. Binding Effect. This Agreement shall inure to the benefit of, and is binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
- D. Amendments. This Agreement can be amended only in writing signed by both parties.

### **V. TERM OF AGREEMENT**

This Agreement covers the period beginning January 2, 2015 through December 31, 2015. This agreement shall renew for successive one year terms unless terminated by either of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hand as of the date first written above.

CITY OF NORWOOD YOUNG AMERICA, a  
Municipal Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

MUNICIPAL DEVELOPMENT GROUP, INC., a  
Minnesota Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**Reimbursement Rate Schedule – Municipal Development Group, Inc.**

Mileage	Current federal reimbursable rate.
Telephone – long distance	Actual long distance charge (based on \$.05 per minute)
Fax – long distance	Actual long distance charge (based on \$.05 per minute)
Photocopies	\$0.08 per copy black & white; \$0.20 duplex black/white; \$0.80 per copy color
Supplies	As pre-approved by City Staff for proposals to companies, etc. at actual cost of supplies.

TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: November 20, 2014

SUBJECT: Waste Management Service Update

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Waste Management recently purchased Franck's Sanitation. Dan Bahnke and Mike Donnelly of Waste Management will be present to provide an update on their service, to correct some public misconceptions they've heard about, and to answer any questions.

TO: Honorable Mayor Diedrick and City Council Members  
FROM: Steve Helget, City Administrator  
DATE: November 20, 2014  
SUBJECT: Schedule City Council Workshop

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Proposed is to schedule a special meeting for the purpose of holding a workshop to discuss how the Council wishes to move ahead with sanitation services and number of haulers it will allow conducting business in the community.

Possible meeting dates include December 2, 3, 4, 9, 10, or 11.

**Suggestion Motion:**

**Motion to schedule a special City Council meeting for December , 2014 at 6:30 p.m.**

## 13<sup>th</sup> Annual Snowplowing Meeting Training

Tuesday November 18<sup>th</sup> 2014 1pm City Hall

2013-14 City Employee's plowed or salted or pretreated 69 times. Compared to 58 times in 2012-13 season. 877 personal hours in 2013-14 compared to 566 personal hours in 2012-13.

Plowing damage: 19 complaints in 2013-14 complaints 18 in 2012-13 one more but 311hours more plowing !! hope we can keep improving !!! Make sure to fill out Damage reports so we can repair in spring or sooner!!!

Changes for 2014-15 seasons:

We are short personal the City has hired Curfman Trucking to haul snow from Main Street and Elm street as needed only . City is one person short and is advertising to fill position.

Sidewalks: Same as last year!! See map

Trails: same as last year when we get to them. Sidewalks and trails are all secondary cleaning.

Accident's Involving another motorized vehicle ( snowmobile, four wheeler , bobcat ) regardless how small or harmless we need to get Accident report made out and let are Insurance handle the rest. If involved in Accident and someone is sent to hospital or a ticket is given you need to be drug and Alcohol tested!!!

Drugs or Alcohol: Sick taking prescription meds or bin drinking Alcohol stay home!!!! Don't make me send you home!!!

Signage: Officer Stratton will be enforcing!!!

Questions or suggestions!!!! Have a safe plowing season.