

City of Norwood Young America - City Council Agenda
October 24, 2016 – 6:00pm Workshop, 7:00pm EDA / City Council Meeting

1. **Call Meeting of City Council Workshop to Order**

2. **Approve Agenda**

2.1 2017 Contract for Police Services

3. **Adjournment**

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

1.1 Pledge of Allegiance

2. **Approve Agenda**

2.1 Approve minutes of September 26, 2016

3. **Adjournment**

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.)

a) 2017 Prosecution Contract - Mark Metz, Carver County Attorney

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 October 4, 2016 Workshop and October 10, 2016 City Council meetings

4.2 Approve payment of claims

4.3 Call for public hearing on certifying delinquent utilities and special assessments

4.4 Call for public hearing regarding 2017 Fee Schedule

4.5 Approve 2017 Prosecution Contract

5. **Public Hearings**

6. **Old Business**

7. **New Business**

6.1 Resolution 2016-21, Conditional Use Permit – 127 Elm Street W.

6.2 Resolution 2016-22, Conditional Use Permit – 117 Railroad Street W.

6.3 The Harbor 2017 Budget

8. **Council Member & Mayor Reports**

9. **Adjournment**

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

UPCOMING MEETINGS/EVENTS

November 2 Economic Development Commission – 6:30 p.m.
November 8 General Election – 7:00 a.m. to 8:00 p.m.
November 10 Senior Advisory Committee – 9:00 a.m.
November 11 Veteran's Day – City Offices Closed
November 14 City Council – 6:30 p.m.
November 15 Parks and Rec. Commission – 5:30 p.m.; Planning Commission – 7:00 p.m.
November 22 Special City Council (Budget Workshop) 6:00 p.m.
November 24 Thanksgiving Day – City Offices Closed and Friday, November 25
November 26 Small Business Saturday and Holiday Extravaganza
November 28 City Council Workshop – 6:00 p.m.; EDA and City Council – 7:00 p.m.



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steven Helget, City Administrator
DATE: October 24, 2016
SUBJECT: 2017 Contract for Police Services

Commander Paul Tschida of the Sheriff's Office will be present to review the proposed 2017 Contract for Police Services. Proposed discussion items include:

- 1) 2017 fee increase
 - a. 2016 Total Police Services - \$178,043
 - b. 2017 proposed Total Police Services - \$185,045
- 2) Deputy gone due FMLA leave
 - a. new language included in Article VII of 2017 Police Service contract
 - b. Discuss payment of 2016 2nd Quarter invoice
- 3) Community Service Officer (CSO) use for community wide nuisance check

Also enclosed is a copy of the 2016 Contract for Police Services.

CONTRACT FOR POLICE SERVICES
Norwood Young America

THIS AGREEMENT, made and entered into this day of , by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Norwood Young America (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

ARTICLE II

1. **POLICE SERVICES.** The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
 - 1.2 With input from the City, the County shall assign personnel as necessary;
 - 1.3 All matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the control of the County;

- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

ARTICLE V

1. PROVISION OF EQUIPMENT. It is agreed that the County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein.
2. OFFICE SPACE. If an FTE is requested, the City shall provide office and work space for the assigned personnel.
3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. 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.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

LIABILITY

- (a) It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by 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 set forth in Minnesota Statutes, Section 471.59, Subdivision 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.
- (b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. 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.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2017 to December 31, 2017. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. The Sheriff's Office has presented the City with a recommended police plan which includes the police contract rates.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2018, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Paul Tschida
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
ptschida@co.carver.mn.us
Office: 952-361-1207
Cell: 952-457-7302

City of Norwood Young America
Steve Helget, Administrator
310 Elm Street West
Norwood Young America, Mn
55368
Phone: 952-467-1800

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community. The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first forty (40) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 40 hours.

The first eighty (80) hours a deputy is gone from the community on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 80 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$59.21.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

PERSONNEL COST

Deputy .7 (2080 FTE)	\$69,169
Liaison Corporal .9 (2080 FTE)	\$88,932
CSO – 364 hours	\$12,179

VEHICLE COST

Patrol Vehicle – .7	<u>\$14,765</u>
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<u>TOTAL POLICE SERVICES</u>	\$185,045
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$92,522.50 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$92,522.50 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that 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, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

4. 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 hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this _____ day of _____, _____

SIGNED: _____
Mayor

DATE: _____

SIGNED: _____
City Administrator

DATE: _____

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this _____ day of _____, _____

COUNTY OF CARVER:

SIGNED: _____
CHAIR, BOARD OF COMMISSIONERS

DATE: _____

SIGNED: _____
SHERIFF

DATE: _____

Attest

SIGNED: _____
COUNTY ADMINISTRATOR

DATE: _____

City Admin

From: Paul Tschida <ptschida@co.carver.mn.us>
Sent: Monday, June 06, 2016 2:09 PM
To: City Admin
Subject: RE: Stratton

The discussion and subsequent action taken addressing the FMLA pre-dates me. What I have learned from previous administrators here at the Sheriff's Office and City Administrators is that there was much discussion at earlier SCC meetings, where it was agreed upon for the Cities to be responsible for the first 40 hours of FMLA.

At the 2012 SCC meeting, which I was a part of (as was Tom Simmons), the discussion was continued. At that meeting it was agreed by all that the Cities responsibility would increase from 40 hours to 60 hours in 2012 and then be capped at 80 hours in 2013. It was not discussed whether or not to add the language to the contracts, as all agreed to the policy. We--the County and the contracted Cities--have been operating under that policy language since 2012, as I have been administering the contracts since then.

I have included appropriate language addressing FMLA in the proposed 2017 contracts, which I will be distributing in the next couple months.

I hope this will help in understanding the "why" behind the policy. At any rate, it will be added into the upcoming contracts for everyone's benefit.

Thanks,

Commander Paul Tschida
Operations
Carver County Sheriff's Office
606 East Fourth Street
Chaska, Mn. 55318
ptschida@co.carver.mn.us
952-361-1207

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From: City Admin [<mailto:cityadmin@cityofnyc.com>]
Sent: Monday, June 06, 2016 1:11 PM
To: Paul Tschida
Subject: RE: Stratton

Hi Paul,



OFFICE OF THE SHERIFF

SCC Meeting Recap

November 20, 2012 10:00 AM - 12:00 PM

Carver County Public Works Facility - Cologne

Attendees: Luayn Murphy – City of Mayer, Tom Simmons - City of NYA, Sy Tesch – Watertown Township, Shane Fineran – City of Waconia, Brent Marck – City of Carver, Don Uram – City of Victoria, Roger Sauerbrey – Camden Township, Karen McMullen – Laketown Township, Chuck Held – Laketown Township, County Sheriff's Office: Jim Olson – Sheriff, Jason Kamerud – Chief Deputy, Paul Tschida – Commander, Dave Williams – Lieutenant, Eric Kittelson – Lieutenant, Leslie Michel – Admn. Svcs. Manager

Introductions

- Commander Paul Tschida will be handling the Police Contracts. He can be reached at ptschida@co.carver.mn.us, Desk: 952-361-1207 or Cell: 952-457-7302.
- Welcome Camden Township who will be sharing contract services with the cities of Mayer and New Germany and Watertown Township.

Refresh Reference to FMLA and Training Days (discussed at 6/14/12 meeting)

- FMLA - increase from 40 hours of contract responsibility to 60 hours (2012) and capped at 80 hours (2013).
- Training - 1 day in 2013 and 2 days in 2014. Capped at 2 days.

Contract Amendment

- Page 4, Article 6 – Terms of Contract; an additional paragraph was added. This clarification will be mailed to cities/townships along with final contract.

Flexing the Contract Deputy Hours

- Scheduling is encouraged to fit the needs of the city – contact Commander Tschida with any concerns.
- Calls for Service (CFS) activity levels are taken into consideration when assigning shifts.
- Sergeant approval is needed for patrol deputies prior to flexing as there are many aspects to be considered.
- Discussion on overtime use of town deputies and flexing hours with city/township to enable overtime with general patrol.

Recruitment/Hiring Process

OUR MISSION

IS TO SERVE EVERYONE WITH RESPECT AND DIGNITY AND TO DO SO

WITH HONOR, INTEGRITY, AND PRIDE.

CONTRACT FOR POLICE SERVICES

Norwood Young America

THIS AGREEMENT, made and entered into this 23rd day of November, 2015 and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Norwood Young America (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
 - 1.2 With input from the City, the County shall assign personnel as necessary;
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- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

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2. OFFICE SPACE. If an FTE is requested, the City shall provide office and work space for the assigned personnel.
3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

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Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

LIABILITY

- (a) It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by 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 set forth in Minnesota Statutes, Section 471.59, Subdivision 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.
- (b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. 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.

5. **INSURANCE.** The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

1. **TERM.** The term of this contract shall be January 1, 2016 to December 31, 2016. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. **RATE.** The Sheriff's Office has presented the City with a recommended police plan which includes the police contract rates.
3. **NOTICE.**
 - 3.1 If the County does not desire to enter into a contract for police service for 2017, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Paul Tschida
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
ptschida@co.carver.mn.us
Office: 952-361-1207
Cell: 952-457-7302

City of Norwood Young America
Steve Helget, Administrator
310 Elm Street West
Norwood Young America, Mn
55368
Phone: 952-467-1800

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community. The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off. If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).
Additional hours for deputies will be billed at \$59.21.

PERSONNEL COST

Deputy	.7 (2080 FTE)	\$65,878
Liaison Corporal	.9 (2080 FTE)	\$84,701
CSO – 364 hours		\$11,291

VEHICLE COST

Patrol Vehicle – .7	<u>\$16,173</u>
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<u>TOTAL POLICE SERVICES</u>	\$178,043
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$89,021.50 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$89,021.50 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

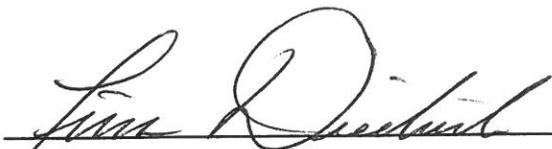
ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that 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, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

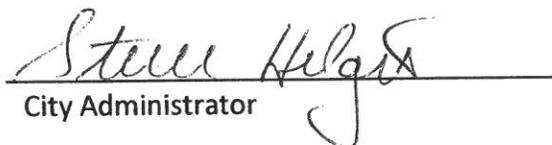
The laws of the State of Minnesota apply to this Agreement.

4. 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 hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this 23rd day of November, 2015.

SIGNED: 
Mayor

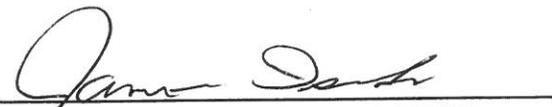
DATE: 11/23/15

SIGNED: 
City Administrator

DATE: 11-23-15

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this 19 day of Jan, 2016

COUNTY OF CARVER:

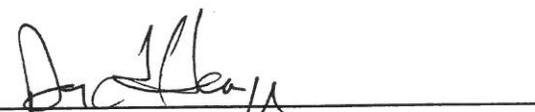
SIGNED: 
CHAIR, BOARD OF COMMISSIONERS

DATE: 1-19-16

SIGNED: 
SHERIFF

DATE: 1/21/16

Attest

SIGNED: 
COUNTY ADMINISTRATOR

DATE: 1/20/16

City of Norwood Young America –EDA MEETING MINUTES
September 26, 2016 – 7:00pm

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

Absent: Tina Diedrick

City Staff Present: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes

Others Present: Tom Sudheimer, Cynthia Smith-Strack, Tim Anderson, Bill Grundahl, Kermit Moe

1. Call Meeting of EDA to Order

Vice President Carol Lagergren called the EDA Meeting to order at 7:01pm.

1.1 Pledge of Allegiance

2. Approve Agenda

Motion: McPadden to approve the agenda. Second Heher. Vote 4 – 0. Motion carried.

Motion: Stolz to approve the minutes of August 22, 2016 and September 12, 2016. McPadden second. Vote 4 – 0. Motion carried.

4. Adjournment

Motion: McPadden to adjourn at 7:02pm. Second Heher. Vote 4 – 0. Motion carried.

Respectfully Submitted,

President

Kelly Hayes, City Clerk / Treasurer



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steven Helget, City Administrator

DATE: October 24, 2016

SUBJECT: 2017 Prosecution Contract - Mark Metz, Carver County Attorney

=====

Mark Metz, Carver County Attorney, will be present to review the proposed 2017 Prosecution Contract. Enclosed is the proposed contract plus the 2016 contract. Also enclosed is a copy of Mr. Metz's "City Prosecution Contracts" presentation.

2017 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Norwood Young America, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, including liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Norwood Young America and also to provide for prosecution of municipal traffic and parking ordinance violations.

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Norwood Young America, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Norwood Young America to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, including liquor law violations directly involving establishments,

organizations or individuals with liquor licenses or permits issued by the City of Norwood Young America and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2017, and extending through December 31, 2017.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$5,373.42 is to be paid by the City of Norwood Young America to the Carver County Attorney's Office in four equal installments by April 15, 2017, July 15, 2017, October 15, 2017 and January 15, 2018.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. Data.

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the

State Auditor or any duly authorized representative at that 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, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. Indemnification.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement *to* indemnify and hold harmless does not constitute a waiver by any participant *of* limitations on liability provided under Minnesota Statutes Section 466.04.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. 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.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2017.

12. 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 hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

Space Intentionally Left Blank

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF NORWOOD YOUNG AMERICA

IN PRESENCE OF:

BY: _____
Mayor

City Administrator

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
County Administrator

Date: _____

2016 PROSECUTION CONTRACT

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Space Intentionally Left Blank

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF NORWOOD YOUNG AMERICA

IN PRESENCE OF:

BY: *Tom Quabick*
Mayor

Steve Helger
City Administrator

Date: 9-28-15

Date: 9-28-2015

COUNTY ATTORNEY

Mark Metz
Mark Metz
Carver County Attorney

Date: 10/5/15

IN PRESENCE OF:

COUNTY OF CARVER

BY: *[Signature]*
County Administrator

Date: 10/6/15

City Prosecution Contracts

Carver County Attorney's Office



Who We Serve

Carver

Chaska

Cologne

Hamburg

Mayer

New

Germany

Norwood

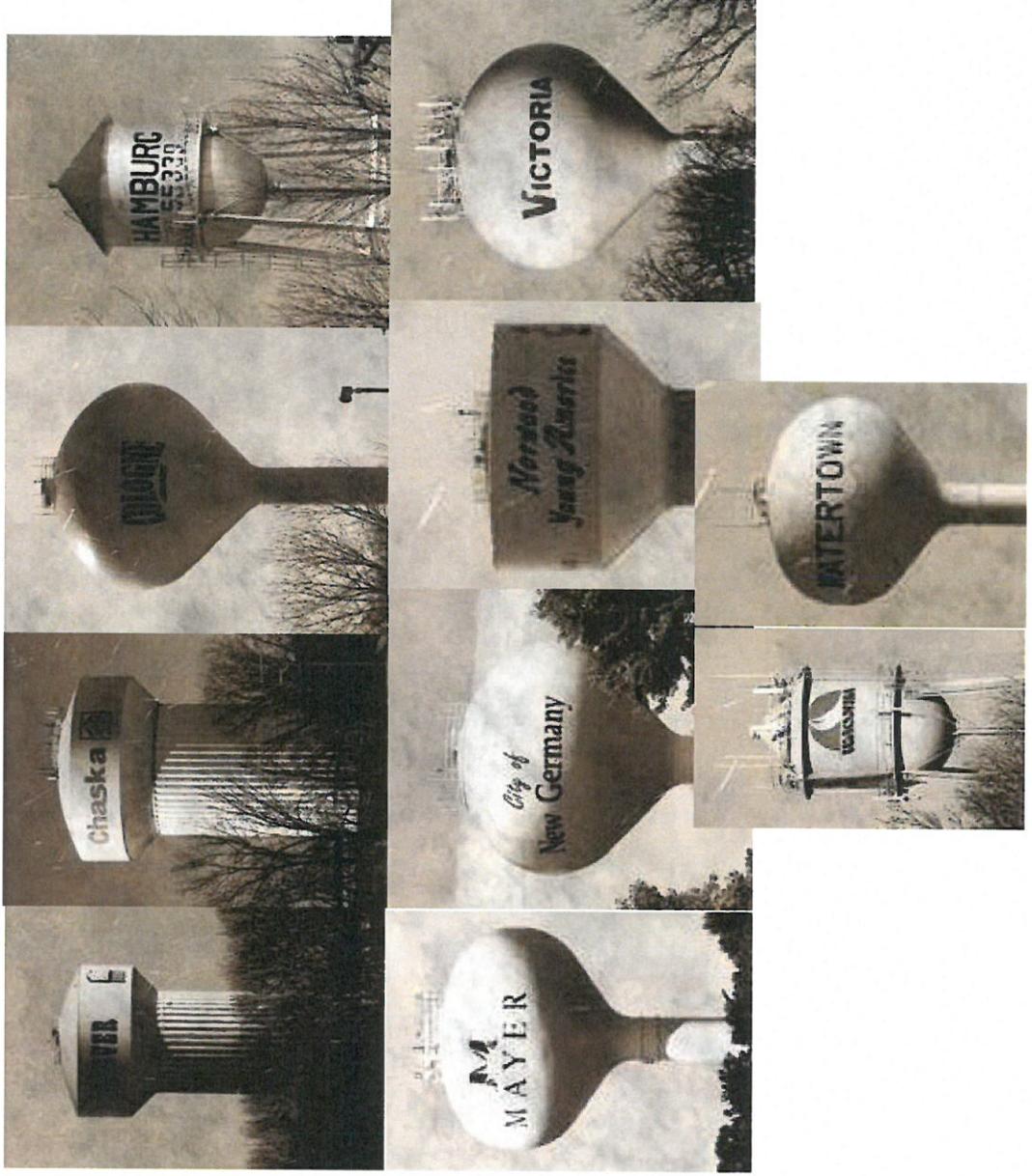
Young

America

Victoria

Waconia

Watertown



The value and services that cities receive through the prosecution contract with the County Attorney's Office

- We prosecute all cases for the city (felonies, gross misdemeanors, misdemeanors, petty misdemeanors, ordinances violations and juvenile delinquencies)
- Our attorneys are full-time prosecutors specializing exclusively in criminal cases
- We have an experienced on-call attorney available 24 hours a day
- We appear at all bail hearings to advocate for conditions of release, public safety and victim safety

- We provide focused and attentive victim
 - witness services through our experienced full-time coordinator during the entire court process
- At every hearing our prosecutors are available to meet with offenders or their attorneys who desire to speak about their cases; our mission is to administer justice with thoughtful, individualized and professional attention

- **We are centrally located in the courthouse allowing us to maintain close coordination with our law enforcement partners and agencies (social services, probation, jail, administration, etc.)**
- **We train law enforcement each year on legal issues and best practices**

HISTORICALLY: Determination of Contract Fees

County Attorney Staff Costs	\$202,928
Less Total Fine Revenue paid to Carver County Attorney's office in 2015	-
Contract Cost Allocation	-
	25,896
Equals Total Surcharge to be paid in 2017	\$ 81,848

Participating cities pay surcharge quarterly per their three year case load average (see chart later in

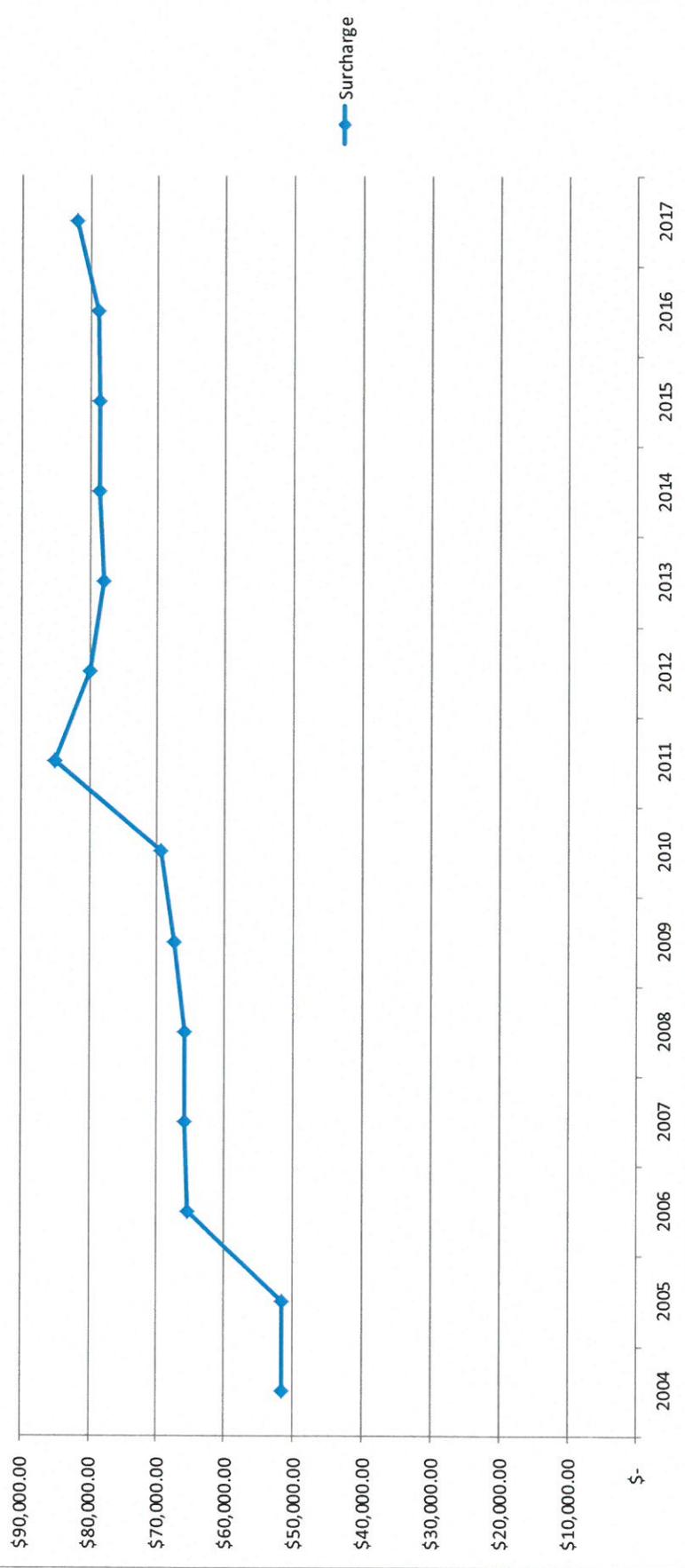
Very nominal increases over the years for County Attorney Staff Costs

- Historically, County Attorney Staff Costs have remained steady in the area of \$203,000
- The County has not increased its costs since 2007
- There was a \$117,000 reduction in 2009

Surcharges since 2004:

2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
\$ 51,707.24	\$ 51,707.24	\$ 65,515.40	\$ 65,976.00	\$ 65,976.00	\$ 67,480.86	\$ 69,505.00	\$ 84,993.58	\$ 79,913.23	\$ 77,835.12	\$ 78,635.46	\$ 78,646.24	\$ 78,700.00	\$ 81,848.00

Surcharge Charged to Cities



Yearly Staffing Costs

- 2004=\$665,000
- 2005=\$665,00
- 2006=\$72,000
- 2007=\$320,695
- 2008=\$320,695
- 2009=\$203,929
- 2010=\$203,929
- 2011=\$203,929
- 2012=\$203,929
- 2013=\$203,929
- 2014=\$202,928
- 2015=\$202,928

How are the County Attorney's Office's Resources Allocated?

- **Attorneys, administration, paralegal, victim witness coordination, law clerks**
- **Calculated based on a percentage of time spent on prosecuting for the cities**

- **SPRING 2016: AUDIT
OF COSTS TO THE
COUNTY
ATTORNEY'S OFFICE**

Staff time used on city prosecution

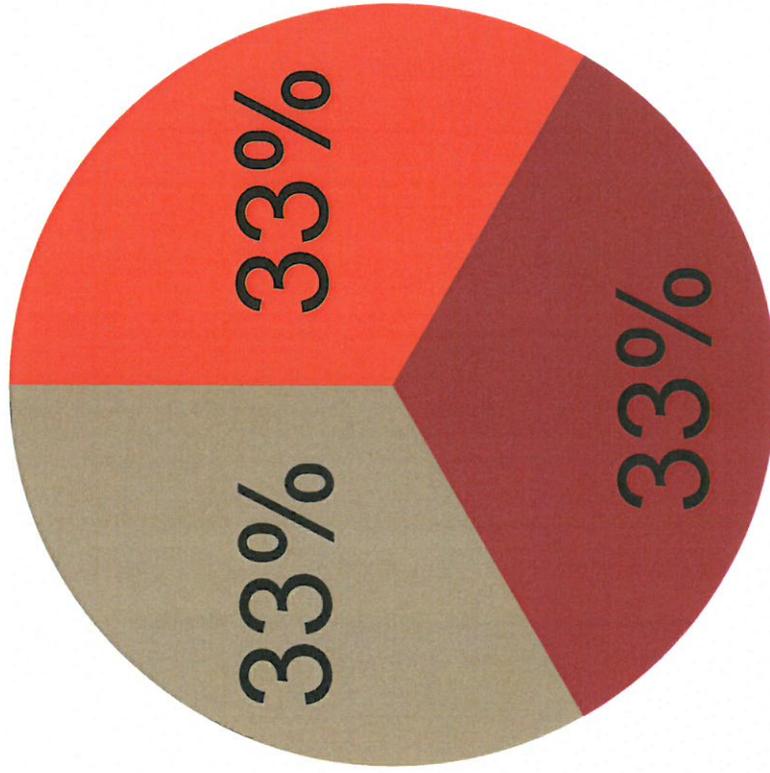
- 1.85 Attorneys (full time)
- 2 law clerks (90% time) (14 hours/week)
- 2 administrative assistants (full time)
- .3 (30% of time) victim-witness coordinator
- .10 (10% time) misc (County Atty, Chief Deputy Cty atty, executive asst to County Atty, front desk

Salaries + Benefits

- 1.85 Attorneys = \$176,693
- 2 law clerks = \$22,680
- 2 administrative assistants = \$161,378
- .3 victim-witness coordinator = \$30,750
- .10 misc = \$15,000
- -----
- TOTAL = \$406,501

Fine Revenue Distribution

■ State of MN ■ Cities ■ Carver Co. Attorney



Cases Listed: Adult (PM/MD/GM/GM- DWI)

City	2012	2013	2014	3 Yr Avg	3 Yr Avg %
Carver	84	165	177	142	9.14%
Chaska	820	784	720	775	49.86%
Cologne	23	27	26	25	1.63%
Hamburg	8	8	8	8	0.51%
Mayer	18	25	15	19	1.24%
New Germany	19	8	10	12	0.79%
Norwood Young America	107	103	96	102	6.57%
Victoria	152	127	135	138	8.88%
Waconia	195	241	241	226	14.52%
Watertown	112	89	118	106	6.84%
Totals:	1,538	1,577	1,546	1,554	100.00%

Excludes Charges Pending, Declined Prosecution and Pending Further Investigation Cases

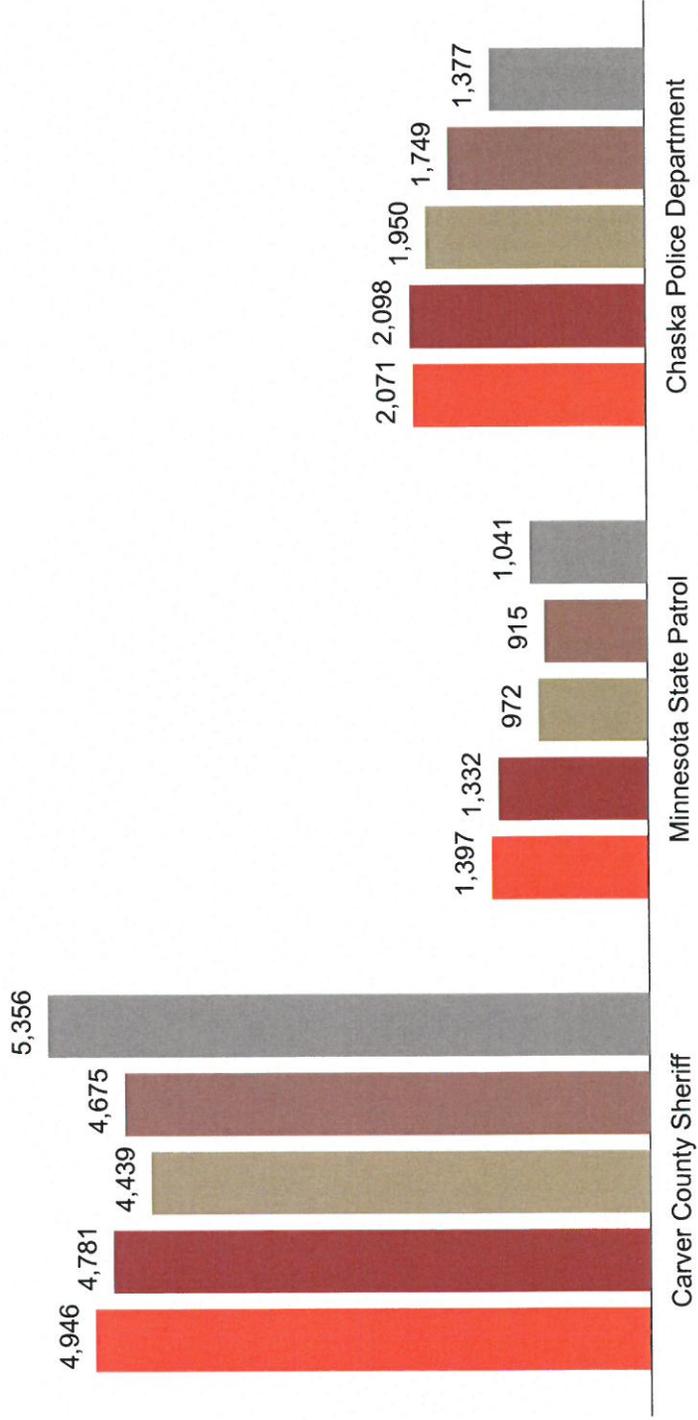
Contract Rates and Caseload %

	2016 Rate	2017 Rate	3 Yr. Caseload %
Carver	\$ 7,192.92	\$ 7,480.64	9.14%
Chaska	\$39,240.25	\$40,809.86	49.86%
Cologne	\$ 1,283.24	\$ 1,334.57	1.63%
Hamburg	\$ 405.23	\$ 421.44	0.51%
Mayer	\$ 979.32	\$ 1,018.49	1.24%
New Germany	\$ 624.74	\$ 649.73	0.79%
Norwood Young America	\$ 5,166.75	\$5,373.42	6.57%
Victoria	\$ 6,990.30	\$ 7,269.91	8.88%
Waconia	\$11,431.00	\$11,888.24	14.52%
Watertown	\$ 5,386.25	\$ 5,601.7	6.84%
Totals:	\$78,700.00	\$81,848.00	100%

Citations issued by Law Enforcement

Citations Issued

■ 2011 ■ 2012 ■ 2013 ■ 2014 ■ 2015



4% Surcharge increase in 2017

	2016 Surcharge	2017 Surcharge	Difference
Carver	\$7,192.92	\$7,480.64	\$287.72
Chaska	\$39,240.25	\$40,809.86	\$1,569.61
Cologne	\$1,283.24	\$1,334.57	\$51.33
Hamburg	\$405.23	\$421.44	\$16.21
Mayer	\$979.32	\$1,018.49	\$39.17
New Germany	\$624.74	\$649.73	\$24.99
Norwood Young America	\$5,166.75	\$5,373.42	\$206.67
Victoria	\$6,990.30	\$7,269.91	\$279.61
Waconia	\$11,431.00	\$11,888.24	\$457.24
Watertown	\$5,386.25	\$5,601.70	\$215.45
	\$78,700.00	\$81,848.00	\$3,148.00

Our Office Serving Carver County

Mark Metz, County Attorney

Peter Ivy, Chief Deputy

Rhonda Betcher, Executive Assistant

15 Assistant County Attorneys

3 Paralegals

2 Law Clerks

John Rekow, Law Office Manager

7 Legal Administrative Assistants

1 Administrative Assistant

1 Victim/Witness Coordinator



City of Norwood Young America - CITY COUNCIL Budget Workshop Minutes
October 4, 2016 – 6:00pm

Council Members Present: Tina Diedrick, Craig Heher, Carol Lagergren, Mike McPadden, and Dick Stolz.
City Staff Present: City Administrator Steve Helget, and City Clerk/Treasurer Kelly Hayes.

1. Call Meeting of City Council to Order
Meeting was called to order by Mayor Tina Diedrick at 6:12 pm.

2. Approve Agenda

Motion: Lagergren to approve the agenda. Second Heher. Vote 5 – 0. Motion carried.

3. Introductions, Presentations, Proclamations, Awards, and Public Comment - none
4. Consent Agenda - none
5. Old Business

- 5.1 2017 Preliminary Budget

Updates for Fire Department Budget: Replacement of cement area in front to South Station will be \$25,000 instead of \$40,000. Proposed was to replace the concrete with bituminous. Equipment replacement of SCBAs will change from \$20,000 to \$28,000.

- a) Willkommen Memorial Park Restrooms Project Financing

In order to budget for the expense, Helget requested the Council establish an amount it would dedicate towards the Willkommen Park Restroom project. The Parks & Rec. Commission would prefer not to use the entire Parks Dedication Fund (approximately \$90,000) towards one project. Lagergren suggested that the amount the City contributes towards the restroom project be \$40,000 from the Capital Equipment Replacement Fund plus \$40,000 from the Parks Dedication Fund. The other Council members consented to the proposal.

Stolz requested that the Parks & Rec. Commission also look at another location for the restrooms. By locating them on the west end of the Old Town Buildings the City potentially would recognize a significant savings with electrical, plumbing, and drainage. Heher will bring that request to the next Parks Commission meeting.

- b) Carver County CDA Proposal

Carver County CDA is proposing to sell the properties to the City that they own jointly with the City for the appraised value of \$260,000. In exchange the CDA will dissolve the City's annual obligation to the CDA. The Council discussed the expense along with the expenses of:

- The City is obligated to pay Carver County CDA \$48,500 a year until 2040 for the Oak Grove Building.
- The City pays Carver County CDA about \$15,000 a year for its share of the upkeep of the Oak Grove grounds (snow plowing, mowing and landscaping).

Helget will contact Carver County CDA to request additional information on their proposal.

- c) Water & Sewer Rate Increases

Hayes created a chart identifying the current water and sewer rates of the cities in our area. Currently NYA has the 3rd highest rates. A spreadsheet was reviewed that showed what different types of water and sewer increases would look like for the residents. The Council requested that Helget research other options other than increasing water and sewer rates.

Council requested a complete Capital Equipment Inventory list for the next meeting.

6. New Business
7. Council Member Reports
8. Mayor's Report
9. Adjournment

Motion: Lagergren to adjourn at 7:44 pm. Second McPadden. Vote 5 – 0. Motion carried.

Respectfully Submitted,

Mayor

Kelly Hayes City Clerk / Treasurer

City of Norwood Young America - City Council Agenda - Minutes
October 10, 2016 – 6:30pm

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

City Staff Present: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes

Others Present: Brenda Schmitz, Alan Herrmann, Charlie Storms, Jeff Hebeisen, Paul Lano, McHayl Diedrick

1. Call Meeting of City Council to Order

Meeting was called to order by Mayor Tina Diedrick at 6:32pm.

1.1 Declare October 10, 2016 a non-legal holiday for purposes of conducting city business

Motion: Lagergren to declare October 10, 2016 a non-legal holiday. Second Heher. Vote 5 – 0. Motion carried.

1.2 Pledge of Allegiance

2. Approve Agenda

Motion: McPadden to approve agenda as printed. Second Lagergren. Vote 5 – 0. Motion carried.

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

4. Consent Agenda

4.1 Approve minutes of September 26 and October 4, 2016 meetings

4.2 Approve payment of claims

4.3 Resolution 2016-20, Determining Outdoor Storage at 309 First Street N.E.

4.4 2016-2017 Winter Season Snow Hauling Service Bids

Motion: Heher to approve consent agenda. Second Stolz. Vote 5 – 0. Motion carried.

5. Public Hearings

5.1 Ordinance No. 277, Fourth Monday City Council Meeting Starting Time

Discussion on what time the City Council meeting would begin if the workshop meeting was not held on the 2nd meeting of the month.

Motion: Stolz to close the Public Hearing. Second McPadden. Vote 5 – 0. Motion carried.

6. Old Business

6.1 Ordinance No. 277, Fourth Monday City Council Meeting Starting Time

Motion: Lagergren to adopt Ordinance No. 277 amending the text of Chapter 2, Section 200.03, Meetings of the Council. Second Heher. Vote 5 – 0. Motion carried.

Motion: Lagergren to approve the summary and publication of Ordinance No. 277. Second Heher. Vote 5 – 0. Motion carried.

7. New Business

6.1 The Harbor Bus Purchase

Alan Herrmann from SmartLink, Brenda Schmitz from Peace Villa and Jeff Hebeisen from Citizens Insurance spoke on the purchase of a bus for usage within the City and also partnering with other communities. This is a five year government grant. Requirements and info:

- Bus must be used at least 30 hours a week and documentation for five years – after the five years, the City would own the bus outright at the cost of 20% of the purchase price.
- SmartLink would begin to charge for their services after a trial period.
- Insurance would fall on the City. The partners could get a "rider" to cover the insurance during usage. Insurance is the main concern.
- Bus would need to be stored in NYA.
- This bus would fill in gaps that SmartLink doesn't have the ability to assist with. Currently for the two counties, there are approximately 400 denials a month due to lack of resources.
- This is a pilot project, so the 30 hours required a week will be flexible to begin with.
- 51% of time used must be for senior citizens 65+.

CITY OF NORWOOD YOUNG AMERICA

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

To Be Approved: October 24, 2016

Pre-Paid Claims (Check Sequence #26144; 503955-503971)	<u>\$13,987.34</u>
Claims Pending Payment (Check Sequence #26145-26188)	<u>\$193,841.28</u>
Grand Total	<u>\$207,828.62</u>

CITY OF NORWOOD YOUNG AMERICA

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OCTOBER 2016

Check Amt Invoice Comment

10100 CHECKING

Paid Chk# 026144 10/12/2016 KWIK TRIP INC.

E 101-43100-212 Motor Fuels \$111.92 FUEL

Total KWIK TRIP INC. \$111.92

10100 CHECKING \$111.92

Fund Summary

10100 CHECKING

101 GENERAL FUND \$111.92

\$111.92

PAYROLL - October 20, 2016

CHECK #	EMPLOYEE	GROSS
503955	ARETZ, BRENT R	\$2,536.80
503956	FRAHM, KEVIN	\$1,336.00
503957	HAAG, HERMAN	\$65.60
503958	HAYES, KELLY	\$2,136.00
503959	HOEN, ROBERT G.	\$185.54
503960	Hormann, Duane	\$562.14
503961	NIESEN, CHRISTOPHER D.	\$1,504.80
503962	SCHNEEDWIND, BRIAN O	\$1,336.00
503963	SCHRUPP, GARY	\$269.33
503964	KROELLS, RICHARD G	\$257.36
503965	LENZ, DEBRA A	\$1,844.00
503966	MENZEL, ALICIA	\$1,511.20
503967	STENDER, DANIEL H	\$1,965.02
503968	HELGET, STEVE	\$3,434.40
503969	KLOEMPKEN, JASON A	\$1,437.60
503970	HOOF, DALE H	<u>\$301.76</u>
	GROSS	\$20,683.55
503971	NET - Kleinbank	\$13,875.42

CITY OF NORWOOD YOUNG AMERICA

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OCTOBER 2016

			Check Amt	Invoice	Comment
10100 CHECKING					
Paid Chk#	026145	10/24/2016	BLANCHARD, JOHN		
E	601-49400-430	Miscellaneous (GENERAL)	\$33.48		OVERPAYMENT OF UTILITY BILL
		Total BLANCHARD, JOHN	\$33.48		
Paid Chk#	026146	10/24/2016	CARDMEMBER SERVICE		
E	101-45200-221	Repair/Maintenance Equipment	\$50.37		PARKS
E	101-42200-430	Miscellaneous (GENERAL)	\$132.56		MN FIRE CODE
E	101-41400-350	Print/Publishing/Postage	\$350.42		NEWSLETTER MAILING
E	601-49400-221	Repair/Maintenance Equipment	\$66.45		
E	602-49450-221	Repair/Maintenance Equipment	\$66.46		
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$181.68		PAVILION MICROWAVE
E	101-46500-430	Miscellaneous (GENERAL)	\$98.62		MANUFACTURE LUNCH
		Total CARDMEMBER SERVICE	\$946.56		
Paid Chk#	026147	10/24/2016	CARQUEST AUTO PARTS		
E	101-42200-221	Repair/Maintenance Equipment	\$40.60		FIRE DEPT
E	602-49450-221	Repair/Maintenance Equipment	\$448.78	5927-134287	BATTERY
E	601-49400-221	Repair/Maintenance Equipment	\$9.96	5927-135089	JB80, TOWELS, GLASS CLEANER
E	602-49450-221	Repair/Maintenance Equipment	\$9.96	5927-135089	JB80, TOWELS, GLASS CLEANER
E	101-43100-221	Repair/Maintenance Equipment	\$100.78	5927-135134	ADAPTER, ROTELLA
E	101-43100-210	Operating Supplies (GENERAL)	\$789.00	5927-135411	OIL
E	101-43100-221	Repair/Maintenance Equipment	\$118.74	5927-135581	BATTERY
		Total CARQUEST AUTO PARTS	\$1,517.82		
Paid Chk#	026148	10/24/2016	CARVER COUNTY		
E	101-42100-311	County Police Contract	\$89,021.50	SHERI002749	2ND HALF OF POLICE CONTRACT
		Total CARVER COUNTY	\$89,021.50		
Paid Chk#	026149	10/24/2016	CARVER COUNTY		
E	101-41500-306	Assessor Fees	\$20,713.50	48134	ASSESSMENT CONTRACT
		Total CARVER COUNTY	\$20,713.50		
Paid Chk#	026150	10/24/2016	CARVER COUNTY		
E	101-42100-311	County Police Contract	\$3,330.58	SHERI002740	3RD QTR POLICE OVERTIME
		Total CARVER COUNTY	\$3,330.58		
Paid Chk#	026151	10/24/2016	CARVER COUNTY ATTORNEYS OFF		
E	101-42100-407	Fine Expenses	\$2,813.19		3RD QTR FINES
		Total CARVER COUNTY ATTORNEYS OFF	\$2,813.19		
Paid Chk#	026152	10/24/2016	CARVER COUNTY RECORDER		
E	101-41320-305	Other Professional Fees	\$46.00		VACATE D&U EASEMENT VICKERMAN
E	101-41320-305	Other Professional Fees	\$46.00		VACATE D&U EASEMENT VICKERMAN
		Total CARVER COUNTY RECORDER	\$92.00		
Paid Chk#	026153	10/24/2016	CENTER POINT		
E	101-41940-383	Gas Utilities	\$22.19		310 ELM

CITY OF NORWOOD YOUNG AMERICA

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OCTOBER 2016

			Check Amt	Invoice	Comment
E 101-45500-383	Gas Utilities		\$15.85		314 ELM
E 101-41940-383	Gas Utilities		\$15.85		318 ELM
E 601-49400-383	Gas Utilities		\$61.90		104 3RD AVE SE
E 602-49450-383	Gas Utilities		\$17.66		406 2ND AVE SE
Total CENTER POINT			\$133.45		
<hr/>					
Paid Chk# 026154	10/24/2016	CITIZEN STATE BANK HSA ACCTS			
G 101-21718	HSA ACCOUNT		\$1,333.32		HSA MONEY
Total CITIZEN STATE BANK HSA ACCTS			\$1,333.32		
<hr/>					
Paid Chk# 026155	10/24/2016	CITIZENS STATE BANK WAVERLY			
G 101-21718	HSA ACCOUNT		\$333.33		HSA MONEY
Total CITIZENS STATE BANK WAVERLY			\$333.33		
<hr/>					
Paid Chk# 026156	10/24/2016	CULLIGAN WATER CONDITIONING			
E 602-49450-217	Lab Fees		\$9.40		DEIONIZATION SERVICE
Total CULLIGAN WATER CONDITIONING			\$9.40		
<hr/>					
Paid Chk# 026157	10/24/2016	DELTA DENTAL			
G 101-21714	Dental Insurance		\$981.65		
Total DELTA DENTAL			\$981.65		
<hr/>					
Paid Chk# 026158	10/24/2016	FASTENAL			
E 602-49450-221	Repair/Maintenance Equipment		\$172.48	MNWAC48259	HOSE FITTINGS
Total FASTENAL			\$172.48		
<hr/>					
Paid Chk# 026159	10/24/2016	FERGUS POWER PUMP INC			
E 602-49450-500	Capital Outlay (GENERAL)		\$23,990.00	28668	DIGESTER CLEANING
Total FERGUS POWER PUMP INC			\$23,990.00		
<hr/>					
Paid Chk# 026160	10/24/2016	FOEDE, KAARIN			
E 101-46500-430	Miscellaneous (GENERAL)		\$44.71		MANUFACTURE LUNCH
Total FOEDE, KAARIN			\$44.71		
<hr/>					
Paid Chk# 026161	10/24/2016	HAYES, KELLY			
E 101-43100-406	LICENSES		\$30.00		HOTMIX TRAILER PLATE/TABS
E 101-41400-331	Travel/Meeting Expense		\$22.68		MILEAGE
Total HAYES, KELLY			\$52.68		
<hr/>					
Paid Chk# 026162	10/24/2016	HD SUPPLY WATERWORKS			
E 602-49450-221	Repair/Maintenance Equipment		\$133.28	G172774	4x1 SPACER
E 601-49400-221	Repair/Maintenance Equipment		\$570.00	G189497	VALVE EXT STEM
Total HD SUPPLY WATERWORKS			\$703.28		
<hr/>					
Paid Chk# 026163	10/24/2016	HEALTH EQUITY			
G 101-21718	HSA ACCOUNT		\$780.70		HSA MONEY
Total HEALTH EQUITY			\$780.70		
<hr/>					
Paid Chk# 026164	10/24/2016	HEALTH PARTNERS			

CITY OF NORWOOD YOUNG AMERICA

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OCTOBER 2016

			Check Amt	Invoice	Comment
G 101-21706	Hospitalization/Medical Ins		\$10,992.22		HEALTH INSURANCE
	Total HEALTH PARTNERS		\$10,992.22		
<hr/>					
Paid Chk# 026165	10/24/2016	KADLEC, MIKE & DEBBIE			
G 101-22102	Community Garden Escrow		\$25.00		COMM GARDEN DEPOSIT
	Total KADLEC, MIKE & DEBBIE		\$25.00		
<hr/>					
Paid Chk# 026166	10/24/2016	KLEINBANK HSA ACCOUNTS			
G 101-21718	HSA ACCOUNT		\$833.33		
	Total KLEINBANK HSA ACCOUNTS		\$833.33		
<hr/>					
Paid Chk# 026167	10/24/2016	KROMAREK, RYAN			
G 101-22000	Deposits		\$900.00		920 MEADOWS BLVD
	Total KROMAREK, RYAN		\$900.00		
<hr/>					
Paid Chk# 026168	10/24/2016	LANO EQUIPMENT			
E 603-49500-223	Repair/Maintenance Bldg/Ground		\$125.00	2965	MINI EX 35 RENTAL
	Total LANO EQUIPMENT		\$125.00		
<hr/>					
Paid Chk# 026169	10/24/2016	LEAGUE OF MN CITIES			
E 101-41400-433	Dues and Subscriptions		\$4,092.00	238519	MEMBERSHIP DUES
	Total LEAGUE OF MN CITIES		\$4,092.00		
<hr/>					
Paid Chk# 026170	10/24/2016	LIBERTY TITLE INC			
G 101-22000	Deposits		\$900.00		950 MEADOWS BLVD 2015075
G 101-22000	Deposits		\$900.00		850 LAKEWOOD TR 2015149
G 101-22000	Deposits		\$900.00		860 LAKEWOOD TR 2015150
G 101-22000	Deposits		\$900.00		895 LAKEWOOD TR 2016034
G 101-22000	Deposits		\$900.00		735 LAKEWOOD TR 2016045
	Total LIBERTY TITLE INC		\$4,500.00		
<hr/>					
Paid Chk# 026171	10/24/2016	LOFFLER BUSINESS SYS LLC			
E 101-41400-437	Maintenance Contract		\$80.62	2338865	COPIES
	Total LOFFLER BUSINESS SYS LLC		\$80.62		
<hr/>					
Paid Chk# 026172	10/24/2016	METRO WEST INSPECTION SERVICES			
E 101-42400-312	Building Inspection Fee		\$10,331.46		PERMITS
E 101-42400-328	Rental Dwelling Inspections		\$51.84		
	Total METRO WEST INSPECTION SERVICES		\$10,383.30		
<hr/>					
Paid Chk# 026173	10/24/2016	MID COUNTRY BANK			
G 101-21718	HSA ACCOUNT		\$333.33		HSA MONEY
	Total MID COUNTRY BANK		\$333.33		
<hr/>					
Paid Chk# 026174	10/24/2016	MINI BIFF			
E 101-45200-418	Other Rentals (Biffs)		\$265.42	A-82083	GRAND STAND
	Total MINI BIFF		\$265.42		
<hr/>					
Paid Chk# 026175	10/24/2016	MINNESOTA VALLEY TESTING LAB			

CITY OF NORWOOD YOUNG AMERICA

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OCTOBER 2016

			Check Amt	Invoice	Comment
E 602-49450-217	Lab Fees		\$25.00	831304	PHOSPHORUS
E 601-49400-217	Lab Fees		\$89.00	831660	COLIFORM
E 602-49450-217	Lab Fees		\$36.20	832406	PHOSPHORUS
Total MINNESOTA VALLEY TESTING LAB			\$150.20		
<hr/>					
Paid Chk#	026176	10/24/2016	MN DEPARTMENT OF HEALTH		
E 601-49400-207	Training Instructional		\$23.00		STENDER OPERATOR RENEWAL
Total MN DEPARTMENT OF HEALTH			\$23.00		
<hr/>					
Paid Chk#	026177	10/24/2016	MN DEPT OF LABOR & INDUSTRY		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$100.00		CLAY ELEVATOR
Total MN DEPT OF LABOR & INDUSTRY			\$100.00		
<hr/>					
Paid Chk#	026178	10/24/2016	MULVILLE, JAMES		
E 601-49400-430	Miscellaneous (GENERAL)		\$55.47		OVERPAYMENT OF UTILITY BILL
Total MULVILLE, JAMES			\$55.47		
<hr/>					
Paid Chk#	026179	10/24/2016	MUNICIPAL DEVELOPMENT GROUP		
E 101-46500-430	Miscellaneous (GENERAL)		\$140.76		MANUFACUTRE LUNCH
Total MUNICIPAL DEVELOPMENT GROUP			\$140.76		
<hr/>					
Paid Chk#	026180	10/24/2016	NIESEN, CHRIS		
E 602-49450-331	Travel/Meeting Expense		\$272.74		HOTEL
E 602-49450-331	Travel/Meeting Expense		\$132.84		MILEAGE
Total NIESEN, CHRIS			\$405.58		
<hr/>					
Paid Chk#	026181	10/24/2016	NYA TIMES		
E 101-41320-350	Print/Publishing/Postage		\$37.80	414693	ANDRS CUP
E 101-41320-350	Print/Publishing/Postage		\$37.80	414694	ROOFTOP SOLAR
E 101-41320-350	Print/Publishing/Postage		\$34.02	414695	LOOMIS CUP
Total NYA TIMES			\$109.62		
<hr/>					
Paid Chk#	026182	10/24/2016	SCHNEIDER EXCAVATING & GRADING		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$1,000.00	SE1201	ALLEY BLADING
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$7,841.72	SE1202	CASPER CIRCLE
Total SCHNEIDER EXCAVATING & GRADING			\$8,841.72		
<hr/>					
Paid Chk#	026183	10/24/2016	SUN LIFE ASSURANCE COMPANY		
G 101-21707	Disability Insurance		\$632.88		LONG & SHORT DISABILITY
Total SUN LIFE ASSURANCE COMPANY			\$632.88		
<hr/>					
Paid Chk#	026184	10/24/2016	TECHSTAR IT SOLUTIONS		
E 101-41400-437	Maintenance Contract		\$322.50	6138	BACKUP
E 101-41400-437	Maintenance Contract		\$617.00	MSP-6131	MANAGED SERVICES
Total TECHSTAR IT SOLUTIONS			\$939.50		
<hr/>					
Paid Chk#	026185	10/24/2016	UNITED FARMERS CO-OP		
E 101-43100-221	Repair/Maintenance Equipment		\$22.99		

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			Check Amt	Invoice	Comment
Total UNITED FARMERS CO-OP			\$22.99		
Paid Chk# 026186	10/24/2016	UNUM LIFE INSURANCE CO			
G 101-21715	Life Ins		\$45.45		LIFE INSURANCE
Total UNUM LIFE INSURANCE CO			\$45.45		
Paid Chk# 026187	10/24/2016	USA BLUE BOOK			
E 601-49400-210	Operating Supplies (GENERAL)		\$227.78	085967	FILTERS, BUFFER, FLAGS
E 602-49450-210	Operating Supplies (GENERAL)		\$227.77	085967	FILTERS, BUFFER, FLAGS
E 603-49500-210	Operating Supplies (GENERAL)		\$10.29	085967	FILTERS, BUFFER, FLAGS
Total USA BLUE BOOK			\$465.84		
Paid Chk# 026188	10/24/2016	XCEL ENERGY			
E 101-45200-381	Electric Utilities		\$23.74		710 RR ST E
E 601-49400-381	Electric Utilities		\$2,350.68		104 3RD AVE SE
Total XCEL ENERGY			\$2,374.42		
10100 CHECKING			\$193,841.28		

Fund Summary

10100 CHECKING

101 GENERAL FUND	\$156,833.98
601 WATER FUND	\$3,487.72
602 SEWER FUND	\$33,384.29
603 STORM WATER UTILITY	\$135.29
	\$193,841.28

City of Norwood Young America

Date: October 24, 2016
To: City Council
From: Debbie Lenz, Deputy Clerk
RE: Public hearing for delinquent utilities and special assessments

The council holds a public hearing to receive objections and consider the proposed certification of delinquent utilities and special assessments (fees for lawn abatement, etc.).

Delinquent utilities and special assessments are assessed to the property owners' real estate taxes if not paid by November 28, 2016.

Proper notices will be sent to all affected property owners.

Requested Action: Motion to call for a public hearing on assessments for delinquent utilities and special assessments on certain properties on Monday, November 28, 2016 at 7:00 p.m.

City of Norwood Young America

Date: October 24, 2016

To: Mayor and City Council

From: Alicia Menzel, Administrative Assistant

RE: Call for Public Hearing to amend Chapter 20 of the City Code
pertaining to the 2017 Fee Schedule

A public hearing is required to be held when ever changes are made to any city ordinance. City Council will be amending Chapter 20 of the City Codes at the November 28th City Council meeting. Chapter 20 of the City Code pertains to fees charged by the city for services and licenses provided.

The proper notice will be published in the *Norwood Young America Times* announcing a public hearing to amend Chapter 20 of the City Code to establish a fee schedule for the year 2017.

Recommendation: Motion to call for a Public Hearing amend Chapter 20 of the City Code pertaining to the 2017 Fee Schedule

RESOLUTION 2016-21

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW PERSONAL AUTO STORAGE AND ACCESSORY PERSONAL AUTO REPAIR AT 127 ELM STREET WEST

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

WHEREAS, a conditional use permit is required under §1230.10, Subd. 4(E) of the City Code which provides for auto sales, display, and storage with or without ancillary minor auto repair and service in the C-3 District; and

WHEREAS, Constance Foley, John Foley Jr., and Paul F. Foley (the “Property Owners”) and Daniel Andrs (the “Applicant”) have applied for a conditional use permit to allow indoor storage of personal automobiles and accessory personal automotive repair (the “Use”) at the property located at 127 Elm Street West; and

WHEREAS, the property is legally described as: Lot 5, Block 2, City Lots of Norwood, and identified as parcel number 580500110; and

WHEREAS, the City of Norwood Young America Planning Commission on October 18, 2016 held a public hearing regarding the request after the hearing notice was posted, published, and distributed as required under law; and

WHEREAS, the Planning Commission, after review and discussion, recommended the City Council approve the use permit based on several conditions; and

WHEREAS, at a regularly meeting on October 24, 2016, the City Council considered the application materials on file with the City and the recommendation of the Planning Commission.

THEREFORE, BE IT RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby makes and adopts the following findings of fact:

1. The subject property is zoned C-3, Downtown District.
2. The Use, subject to certain conditions listed below, appears to be consistent with the intent of the Zoning Ordinance for properties with the C-3 District.
3. The Use, subject to certain conditions listed below, appears to be consistent with the goals and policies set forth in the City of Norwood Young America Comprehensive Plan for properties in the C-3 District.
4. The use, subject to certain conditions below, does not appear to have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements because the proposed use shall occupy and existing structure which is currently served by a full array of urban services. The proposed use will not overly burden existing utilities in terms of volume used/capacity required or type of waste produced.

5. The use, subject to certain conditions below, does not appear to pose an undue adverse impact on the public health, safety or welfare.
6. The use, subject to certain conditions below, does not appear to be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood. The Council finds adjacent uses are commercial/mixed use in nature and the use as provided for in the City Code appears to blend in with the uses within the general locale.
7. The use, subject to certain conditions below, will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
8. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided. The subject parcel is an existing, improved lot with a full complement of urban services provided.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a conditional use permit authorizing the storage of personal automobiles with ancillary repair of automobiles owned and operated by the fee owner of the property (the "Use") at the property located at 127 Elm Street West (the "Property"), subject to the following conditions:

1. The "Use" is defined as personal auto storage at 127 Elm Street West. No other use, including providing services to the public shall be allowed under this Conditional Use Permit. The Use is subject to the following standards:
 - A. Storage is limited to new and used passenger automobiles which are the licensed and personal possessions of the individual private person(s) owning the property. No retail sales/service is allowed. No storage of vehicles or vehicle parts not owned by the applicant is allowed.
 - B. Private service and repair of personal passenger automobiles owned by the property owner is allowed provided it is clearly secondary and subordinate to the use of the property for storage of personal autos. Spray painting of automobiles shall not be permitted.
 - C. Auto service and repair of personal vehicles shall be conducted indoors.
2. No outdoor storage of any kind, including but not limited to garbage, refuse, materials, equipment or machinery shall be permitted.
3. All loading/unloading at the site shall occur separate and independent from CSAH 33/Elm Street right-of-way unless specifically authorized in writing by Carver County Public Works Department.
4. The use shall at all times meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.
5. The Property Owner shall not discharge industrial waste into the sanitary sewer system.
6. This approval is applicable only to the property at 127 Elm Street West.
7. This approval shall expire one year after date of approval unless the Applicant has commenced operation of the Use on-site.
8. This permit is subject to all applicable codes, regulations and ordinances, to include any requirements imposed by the City's Building Official and Fire Chief, and violation thereof shall be grounds for revocation.
9. The permit may be subject to annual inspection and audit by the City.

10. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Chapter 12, Section 1210.06, Subd. 5 "Revocation of Conditional Use Permits" of the City Code.
11. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.
12. Review and approval by the Fire Chief and Building Official is required.

Adopted by the City Council this 24th day of October, 2016.

Tina Diedrick, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer



To: Honorable Mayor Diedrick
Members of the City Council
Administrator Helget

From: Cynthia Smith Strack, Consulting Planner

Date: October 24, 2016

Re: Conditional Use Permit: 127 Elm Street West

BACKGROUND

Daniel Andrs has applied for a conditional use permit to use 127 Elm Street West for storage of personal automobiles. The lot is within the C-3 Downtown District. The proposed use of the property be viewed as provided for under Section 1230.10, Subd. 4 which allows for the auto sales, display, and storage as a conditional use. Attached please find an application for a CUP. The Applicant proposes no changes to the building footprint.

REVIEW OF REQUEST

The Applicant requests the City consider issuance of a CUP for storage of personal automobiles at 127 Elm Street West. As evident in the attached map, the site is nearly fully covered by existing structure. The Applicant proposes to use the building for storage of personal vehicles and for working on/repairing personal vehicles. The CUP at this time will be specific to storage and working on personal vehicles.

Hearing Requirements

A public hearing notice has been drafted, published, and distributed to property owners within 350 feet of the subject parcel.

Comments Received

The property owner, the Applicant, and the real estate transaction agent spoke in favor of the request. No comments opposed to the request were received.

Examination of Code Requirements

NYA City Code requirements applicable to this Conditional Use Permit Request are itemized below; consulting staff comments are illustrated in ***red bold, italic type face***.

General Criteria for Approval of Conditional Use Permits

The Planning Commission is to examine the request under Section 1210.06 Conditional Use Permits, Subd. 3(A). The City may, as it deems necessary to protect the health, safety, and general welfare of the public, require additional performance standards.

1. The use is consistent with goals, policies and objectives of the Comprehensive Plan.
DISCUSSION: The 2008 NYA Comprehensive Plan guides the subject area to continued commercial use.
2. The use is consistent with the intent of this Ordinance. ***DISCUSSION: The intent of the C-3 District is to provide for uses within traditional downtown areas. No changes to building footprint and/or structure appearance is proposed.***

3. The use does not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements. *DISCUSSION: The proposed use shall occupy and existing structure which is currently served by a full array of urban services. The proposed use will not overly burden existing utilities in terms of volume used/capacity required or type of waste produced.*
4. The use does not have an undue adverse impact on the public health, safety or welfare. *DISCUSSION: The proposed use will be operated within an existing structure.*
5. The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood. *DISCUSSION: Adjacent uses are commercial/mixed use in nature. The use appears to blend in with the uses within the general locale.*
6. The use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *DISCUSSION: The subject site lies within a fully developed part of the original townsite and appears to be consistent with adjacent uses.*
7. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided. *DISCUSSION: The subject parcel is an existing, improved lot with a full complement of urban services provided.*
8. Adequate measures have been or will be taken to provide for vehicular and pedestrian safety and convenience to, from and within the site. *DISCUSSION: No changes to the structure are proposed. Vehicular and pedestrian circulation patterns are already established.*
9. The use meets all of the performance criteria requirements as established in Section 1245.01 of this chapter. *DISCUSSION: As a condition of approval, the proposed use shall meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.*
10. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located. *DISCUSSION: Lot size and width standards do not apply in the C-3 district. The existing structure is lower than the maximum building height. Rear setbacks are existing legal non-conforming and the architectural standards and guidelines of Section 1245.03 are not applicable as new construction/expansion is not contemplated.*

Planning Commission Recommendation

The Planning Commission held a public hearing on the request at their October 18, 2016 meeting. The hearing was held following posted, mailed, and published notice. Please find a copy of the draft meeting minutes attached for your information.

The Commission had considerable discussion regarding the intended use of the building and specifically recommends the proposed occupancy be reviewed and approved by the Fire Chief and Building Official.

Following the public hearing and discussion the PC recommended conditional approval of the CUP based on the following:

1. The "Use" is defined as personal auto storage at 127 Elm Street West. No other use, including providing services to the public shall be allowed under this Conditional Use Permit. The Use is subject to the following standards:
 - A. Storage is limited to new and used passenger automobiles which are the licensed and personal possessions of the individual private person(s) owning the property. No retail sales/service is allowed.

- B. Private service and repair of personal passenger automobiles owned by the property owner is allowed provided it is clearly secondary and subordinate to the use of the property for storage of personal autos.
 - C. Auto service and repair of personal vehicles shall be conducted indoors.
2. No outdoor storage of any kind, including but not limited to garbage, refuse, materials, equipment or machinery shall be permitted.
 3. All loading/unloading at the site shall occur separate and independent from CSAH 33/Elm Street right-of-way unless specifically authorized in writing by Carver County Public Works Department.
 4. The use shall at all times meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.
 5. The Property Owner shall not discharge industrial waste into the sanitary sewer system.
 6. This approval is applicable only to the property at 127 Elm Street West.
 7. This approval shall expire one year after date of approval unless the Applicant has commenced operation of the Use on-site.
 8. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
 9. The permit may be subject to annual inspection and audit by the City.
 10. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Section 1210.06, Subd. 5 "Revocation of Conditional Use Permits" of the Zoning Ordinance.
 11. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.
 12. Review and approval by the Fire Chief and Building Official is required.

ACTION

City Council review of the request and consideration is kindly requested. Please find a sample RESOLUTION attached for consideration.

*Norwood Young America
Planning Commission Minutes
October 18, 2016*

4. Public Hearing.

A. Conditional Use Permit: 127 Elm Street West – Personal Automobile Storage and Service.

Chairperson Heher explained the public hearing process to those in attendance. Heher introduced the public hearing request and opened the public hearing at 7:05 p.m.

Strack stated Daniel Andrs proposes to use the existing building at 127 Elm Street West for storage of automobiles he owns and operates. He would also like to work on his private automobiles at the site as well.

Strack noted the use of the property for storage of personal automobiles may be viewed as provided for under Section 1230.10, Subd. 4 which allows automobile sales, storage, and display as a conditional use in the C-3 District. As such, a conditional use permit is in order to define and memorialize the proposed use.

The Applicant proposes no changes to the building footprint.

As evident on the map included in the packet, the site is nearly fully covered by existing structure. Since the Applicant proposes to use the building for storage of personal vehicles and for working on/repairing personal vehicles, the CUP at this time will be specific to storage and working on personal vehicles.

Strack stated the Planning Commission is to examine the request under Section 1210.06 Conditional Use Permits, Subd. 3(A). The Commission may, as it deems necessary to protect the health, safety, and general welfare of the public, require additional performance standards.

Strack provided an overview of the request relative to the required standards:

The 2008 NYA Comprehensive Plan guides the subject area to continued commercial use.

The intent of the C-3 District is to provide for uses within traditional downtown areas. No changes to building footprint and/or structure appearance is proposed.

The proposed use will occupy an existing structure which is currently served by a full array of urban services. The proposed use will not overly burden existing utilities in terms of volume used/capacity required or type of waste produced.

The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood as adjacent uses are commercial/mixed use in nature. In addition the less intensive auto use appears to blend in with the uses within the general locale.

The use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district as the subject site lies within a fully developed part of the original townsite and appears to be consistent with adjacent uses.

Adequate utilities, access roads, drainage and necessary facilities exist at the site.

Adequate measures have been or will be taken to provide for vehicular and pedestrian safety and convenience to, from and within the site. No changes to the structure are proposed. Vehicular and pedestrian circulation patterns are already established.

As a condition of approval, the proposed use shall meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.

Lot performance standards relative to lot size and width do not apply. The existing structure is lower than the maximum building height. Lot performance standards applicable to rear setbacks are existing legal non-conforming and the architectural standards and guidelines of Section 1245.03 are not applicable as new construction/expansion is not contemplated. As such the structure is consistent with applicable performance standards.

Strack noted a public hearing notice had been published, posted, and mailed. No oral or written comment for or against the request had been received.

Strack acknowledged the Applicant and the Property Owner were in the audience.

Heher stated there were two doors at the structure, one in back and one on the side. He inquired as to where the cars would enter and exit the building. Daniel Andrs, the Applicant stated no changes to building access are proposed. Autos will be moved in and out of the building through a 10 by 8 overhead door in the back of the building.

Property Owner John Foley opined a retail business will likely occupy the facility in the near future. He further opined the proposed use will result in an occupied building in the Central Business District, that property will be taken care of, and that the property would remain on the tax role.

Heher inquired as to whether the rear access was a concrete surface. Tim Fahey noted rear access was concrete, the drive asphalt. Grundahl explained the Commission wanted to ensure the access was stable. Foley concurred.

Grundahl asked the Applicant to explain the nature of auto repair to be undertaken in the building. Andrs responded he would be performing typical work on cars such as changing oil, servicing, and so on. Grundahl noted the building isn't potentially set up for such uses.

Grundahl inquired as to whether or not Andrs would be running vehicles inside the building. Andrs indicated for limited periods of time that could be possible. Storms opined ventilation or exhaust changes may be needed.

Grundahl asked Andrs to verify he would not have employees on the site. Andrs verified Grundahl's statement, no employees will work at the site.

Grundahl asked Strack if the Fire Chief had reviewed the CUP request. Strack noted the Fire Chief had not been consulted. She noted the PC could add a condition for approval requiring review by the Building Official and the Fire Chief.

Hoernemann opined the request was not significantly different from a repair shop. Storms noted repair shops typically have other than ventilation or exhaust systems.

Andrs stated he did not object to review by the Fire Chief or the Building Official.

Tim Fahey opined, the hardware store has had oil and paint in the building previously. He stated the property owner would like to see this the CUP approved. He voiced support for the CUP.

Heher inquired as to whether or not any one in the audience opposed to the request. No member of the audience opposed the request.

Motion – Grundahl to close the public hearing. Second by Storms. With all in favor the hearing was closed at 7:25 p.m.

6. New Business.

A. CUP: 127 Elm Street West – Private Automobile Storage with Ancillary Private Automobile Repair.

Heher introduced the business discussion.

Strack noted after discussion if the PC was inclined to make a recommendation favoring CUP issuance she had several suggested conditions she would be happy to do so.

Heher supported Grundahl's suggestion during the public hearing that review by the Building Official and the Fire Chief is in order as a condition of approval.

Strack highlighted proposed conditions, including:

The "Use" is defined as auto sales, display, and storage with ancillary minor repair and service at the subject property. No other use shall be allowed under this Conditional Use Permit. The Use is subject to the following standards:

No outdoor storage of any kind, including but not limited to garbage, refuse, materials, equipment or machinery shall be permitted.

All business vehicles stored at the site shall be accommodated by off-street parking.

An office area shall be maintained at the front (street-facing) side of the building to the greatest extent possible.

All loading/unloading at the subject site shall occur separate and independent from CSAH 34 right-of-way unless specifically authorized in writing by Carver County Public Works Department.

The use shall at all times meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.

The Property Owner shall not discharge industrial waste into the sanitary sewer system.

Any proposed signage will require the issuance of a sign/building permit.

Other miscellaneous administrative standards.

Review and approval by the Fire Chief and Building Official.

Motion – Storms to recommend approval of the CUP with the added condition requiring Fire Chief and Building Official review and approval. Second by Kemp. All voted in favor. Motion carried 5-0.

DRAFT

Planning and Zoning Application

City of Norwood Young America
 310 Elm St. W, PO Box 59
 Norwood Young America, MN 55368
 Phone: (952) 467-1800 Fax: (952) 467-1818

Applicant's Name Daniel Andrs	Telephone Home 952-934-3074 Work/Cell 952-261-1217																														
Address (Street, City, State, ZIP) 17512 Evener Way, EdenPrairie, MN 55346																															
Property Owner's Name (If different from above) Foley Bros.	Telephone Home Work/Cell																														
Location of Project 127 Elm St W, Norwood Young America, MN 55368																															
Legal Description Old # 60.0500120 Twp 115, Rng 026, Sec 14 <i>City Lots of Norwood Lot 005 Block 002</i>																															
Description of Request (Attach separate sheet, if necessary) I would like to use this building for storage, repair, maintenance and construction of my own vehicles. I do not do spray painting and would take projects to a body shop for that. I have worked in property maintenance and know how to keep a property in good condition. I will comply with environmental rules and city codes. In the future, I may want to lease a part of the front space for office or retail use.																															
<p style="text-align: center;">Proposed Action(s): Check all that apply</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Annexation \$300.00</td> <td style="width: 33%;"><input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow</td> <td style="width: 33%;"><input type="checkbox"/> Storm Water Plan \$250.00</td> </tr> <tr> <td><input type="checkbox"/> Application for Appeal \$150.00</td> <td><input type="checkbox"/> Sketch Plat \$200.00 + Escrow</td> <td><input type="checkbox"/> Rezoning \$350.00</td> </tr> <tr> <td><input type="checkbox"/> City Code Amendment \$250.00</td> <td><input type="checkbox"/> Site Plan \$300.00 + Escrow</td> <td><input type="checkbox"/> Street/Alley Vacation \$150.00</td> </tr> <tr> <td><input type="checkbox"/> Parking Reduction \$100.00</td> <td><input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow</td> <td><input type="checkbox"/> Zoning Text Amendment \$300.00</td> </tr> <tr> <td><input type="checkbox"/> CUP/IUP \$200.00 (Residential)</td> <td><input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow</td> <td><input type="checkbox"/> Recording Fee \$46.00</td> </tr> <tr> <td><input checked="" type="checkbox"/> CUP/IUP \$300.00 (Non Residential)</td> <td><input type="checkbox"/> PUD Final Plan \$300.00 + Escrow</td> <td><input type="checkbox"/> Other _____</td> </tr> <tr> <td><input type="checkbox"/> Variance \$150.00 (Residential)</td> <td><input type="checkbox"/> PUD General Concept Plan \$400.00 + Escrow</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Variance \$200.00 (Non Residential)</td> <td><input type="checkbox"/> Preliminary Plat \$350.00 + \$10.00/Lot + Escrow</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Lot Split \$200.00</td> <td><input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Public Hearing Notice \$75.00</td> <td><input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow</td> <td></td> </tr> </table>		<input type="checkbox"/> Annexation \$300.00	<input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow	<input type="checkbox"/> Storm Water Plan \$250.00	<input type="checkbox"/> Application for Appeal \$150.00	<input type="checkbox"/> Sketch Plat \$200.00 + Escrow	<input type="checkbox"/> Rezoning \$350.00	<input type="checkbox"/> City Code Amendment \$250.00	<input type="checkbox"/> Site Plan \$300.00 + Escrow	<input type="checkbox"/> Street/Alley Vacation \$150.00	<input type="checkbox"/> Parking Reduction \$100.00	<input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow	<input type="checkbox"/> Zoning Text Amendment \$300.00	<input type="checkbox"/> CUP/IUP \$200.00 (Residential)	<input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow	<input type="checkbox"/> Recording Fee \$46.00	<input checked="" type="checkbox"/> CUP/IUP \$300.00 (Non Residential)	<input type="checkbox"/> PUD Final Plan \$300.00 + Escrow	<input type="checkbox"/> Other _____	<input type="checkbox"/> Variance \$150.00 (Residential)	<input type="checkbox"/> PUD General Concept Plan \$400.00 + Escrow		<input type="checkbox"/> Variance \$200.00 (Non Residential)	<input type="checkbox"/> Preliminary Plat \$350.00 + \$10.00/Lot + Escrow		<input type="checkbox"/> Lot Split \$200.00	<input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow		<input checked="" type="checkbox"/> Public Hearing Notice \$75.00	<input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow	
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<p>ALL ESCROW MUST BE PAID BY CERTIFIED CHECK</p> <p>Escrow Deposit \$2,000.00</p> <p>Escrow Deposit - Site Plan Review: \$7,500 (Tacoma West Industrial Park), \$5,000.00 (All other site plan reviews)</p> <p>Escrow Deposit - Development Review (paid at Sketch Plan): \$10,000.00</p> <p style="text-align: center;">ALL PLANNING & ZONING APPLICATION FEES ARE IN ADDITION TO LEGAL, ENGINEERING AND ASSOCIATED COSTS.</p> <p style="text-align: center;">*APPLICATIONS WILL BE PROCESSED ONLY IF ALL REQUIRED ITEMS ARE SUBMITTED*</p>																															
The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of Chapter 11 and Chapter 12 of the City Code and other applicable ordinances.																															
Applicant's Signature: <i>Daniel Andrs</i>	Date 9/13/14																														
Fee Owner's Signature: <input checked="" type="checkbox"/> <i>Constance Foley</i> <i>John Foley Jr Paul F. Foley</i>	Date 9/13/2016																														
For Office Use Only																															
Accepted By:	Amount Date																														



33

Brush St



Carver County GIS, 2014. Photography International

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 Date: 10/11/2016

RESOLUTION 2016-22

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A CONTRACTOR OPERATION (HOME BUILDING CONTRACTOR SHOP) AT 117 RAILROAD STREET WEST

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

WHEREAS, a conditional use permit is required under §1230.10, Subd. 4(A) of the City Code which provides for contractor operations in the C-3 District; and

WHEREAS, Scott Loomis, d.b.a. Loomis Homes (the “Applicant”) has applied for a conditional use permit to operate a home building contractor shop (the “Use”) at the property located at 117 Railroad Street West (the “Property”); and

WHEREAS, the Property is identified as parcel number 589990030 and legally defined as P/O SW1/4 NW1/4 BOUNDED AS FOLLOWS: ON TH N BY TH S LINE OF RAILROAD ST-ON E BY THE W LINE OF FRANKLIN ST- ON THE W BY THE E LINE OF MORSE ST & ON S BY A LINE 50' NLY OF CENTERLINE OF RR OLD # 60.9990112; and

WHEREAS, the Applicant makes the following representations which the City accepts as a good faith representation of the proposed operation:

1. No outdoor storage is proposed.
2. The facility will be a wood frame with engineered siding and asphalt shingles.
3. The structure will be 1,944 square feet; 36' by 54'.

WHEREAS, the City of Norwood Young America Planning Commission on October 18, 2016 held a public hearing regarding the request after the hearing notice was posted, published, and distributed as required under law; and

WHEREAS, the Planning Commission, after review and discussion, recommended the City Council approve the use permit based on several conditions; and

WHEREAS, at a regularly meeting on October 24, 2016, the City Council considered the application materials on file with the City and the recommendation of the Planning Commission.

THEREFORE, BE IT RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby makes and adopts the following findings of fact:

1. The subject property is zoned C-3, Downtown District.

2. The Use, subject to certain conditions listed below, appears to be consistent with the intent of the Zoning Ordinance for properties with the C-3 District.
3. The Use, subject to certain conditions listed below, appears to be consistent with the goals and policies set forth in the City of Norwood Young America Comprehensive Plan for properties in the C-3 District.
4. The use, subject to certain conditions below, does not appear to have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements because the proposed use will be established on an existing base lot which is currently served by a full array of urban services. The proposed use will not overly burden existing utilities in terms of volume used/capacity required or type of waste produced.
5. The use, subject to certain conditions below, does not appear to pose an undue adverse impact on the public health, safety or welfare.
6. The use, subject to certain conditions below, does not appear to be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood. The Council finds adjacent uses are commercial/mixed use in nature and the use as provided for in the City Code appears to blend in with the uses within the general locale.
7. The use, subject to certain conditions below, will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The subject site is an interior lot within a nearly fully developed part of the original townsite. A vacant lot adjacent to the subject site is a 'buildable lot' under current zoning standards. As such the proposed use appears to be consistent with this standard.
8. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a conditional use permit authorizing a contractor operation (home building contractor shop) at 117 Railroad Street W, subject to the following conditions:

1. The approval specifically authorizes a contractor operation (home builder contractor shop) at the subject property. No other use shall be allowed under this Conditional Use Permit.
2. This approval is applicable only to the property at 117 Railroad Street West.
3. Review and approval of the site plan is required by the Zoning Administrator and the City Engineer.
4. Review and approval is required by the Carver County Watershed Management Organization.
5. No outdoor storage of any kind, including but not limited to garbage, refuse, materials, equipment or machinery shall be permitted.
6. All business vehicles stored at the site shall be accommodated by off-street parking.
7. An office area shall be maintained within the structure.
8. The use shall at all times meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.

9. The City Council shall release the Property Owner from employee and customer parking requirements for this conditional use, except that any company vehicles (i.e. commercial vehicles, vehicles owned by the company, and/or vehicles advertising the company) shall be parked off the street.
10. The Property Owner shall not discharge industrial waste into the sanitary sewer system.
11. Any proposed signage will require the issuance of a City sign/building permit.
12. This approval shall expire one year after date of approval unless the Applicant has commenced operation of the Use on-site.
13. This permit is subject to all applicable codes, regulations and ordinances, to include any requirements imposed by the City's Building Official and Fire Chief, and violation thereof shall be grounds for revocation.
14. The permit shall be subject to annual inspection and audit by the City.
15. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Chapter 12, Section 1210.06, Subd. 5 "Revocation of Conditional Use Permits" of the City Code, as may be amended from time to time.
16. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.
17. The Use permitted under this Resolution may change to a permitted use in the C-3 District without further action by the City Council; however the Use may not change to another conditional use without a new application and approval by the City Council.

Adopted by the City Council this 24th day of October, 2016.

Tina Diedrick, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer



To: Honorable Mayor Diedrick
Members of the City Council
Administrator Helget

From: Cynthia Smith Strack, Consulting Planner

Date: October 24, 2016

Re: Conditional Use Permit: 117 Railroad Street West

Applicant: Scott Loomis, d.b.a. Loomis Homes

Subject Property Address: 117 Railroad Street West

Legal Description: P/O SW1/4 NW1/4 BOUNDED AS FOLLOWS: ON TH N BY TH S LINE OF RAILROAD ST-ON E BY THE W LINE OF FRANKLIN ST- ON THE W BY THE E LINE OF MORSE ST & ON S BY A LINE 50' NLY OF CENTERLINE OF RR OLD # 60.9990112

Property ID: 589990030

Zoning Class: C-3 Downtown District

Request: A conditional use permit to allow a contractor operation (home builder) at the subject site.

Background

A conditional use permit application, narrative description, and sketch have submitted for review by the City of Norwood Young America in conjunction with a proposed contractor shop at 117 Railroad Street West. The application materials and a map of the site are attached for consideration/information.

A conditional use permit is required under §1230.10, Subd. 4(A) of the City Code which provides for contractor operations in the C-3 District.

The Applicant proposes to operate a contractor shop for their home building business and to use the subject site as a base of operations.

The Applicant represents:

- No outdoor storage is proposed.
- The facility will have siding and asphalt shingles.
- The structure will be 1,944 square feet; 36' by 54'.
- The Applicant's will add an office to the floor plan.
- The Applicant's will install a concrete floor in 2017.
- The building will be set on the rear (south) property line.

- Access will be from unimproved Franklin Street which shall be maintained by the Applicant.
- Items stored at the building will include bobcats and other similar equipment in cold storage.

Examination of Code Requirements

NYA City Code requirements applicable to this Conditional Use Permit Request are itemized below; consulting staff comments are illustrated in ***red bold, italic type face***.

1210.06 Conditional Use Permits, Subd. 3(B)(6) Requirements

Contractor Operations. Contractor Operations in the C-3, Downtown District shall conform to the following standards:

- a. No outdoor storage of any kind, including but not limited to materials, equipment or machinery shall be permitted. ***This is a proposed condition of approval.***
- b. All business vehicles shall be accommodated by off-street parking. ***This is a proposed condition of approval, submittal of a site plan is pending.***
- c. The office area shall be maintained within the building. ***This is a proposed condition of approval.***

General Criteria for Approval of Conditional Use Permits

The aforementioned standards relate specifically to contractor operations in the C-3 District. In addition, the Planning Commission is required to examine the request under a series of general standards as set for under Section 1210.06 Conditional Use Permits, Subd. 3(A). The City Council may, as it deems necessary to protect the health, safety, and general welfare of the public, require additional performance standards. At a minimum the Planning Commission is required to examine the request as it applies to the following standards.

1. The use is consistent with goals, policies and objectives of the Comprehensive Plan. ***DISCUSSION: The 2008 NYA Comprehensive Plan guides the subject area to mixed uses, primarily commercial and typical of that found within downtowns. The contemplated operation is consistent with contractor operations.***
2. The use is consistent with the intent of this Ordinance. ***DISCUSSION: The intent of the C-3 District is to serve specialized service, retail, employment, and public business to the community. Specialized contractor services shall be available through the business location, therefore, the use appears to be consistent with the intent of the Code.***
3. The use does not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements. ***DISCUSSION: The proposed use will occur on an existing lot which is currently served by a full array of urban services. The infill development will not overly burden existing utilities in terms of volume used/capacity required or type of waste produced.***
4. The use does not have an undue adverse impact on the public health, safety or welfare. ***DISCUSSION: Infill development is proposed, the contractor operation will not produce an adverse impact on the public's health, safety, or welfare.***
5. The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood. ***DISCUSSION: Adjacent uses are a mix of residential and commercial uses. The use as provided for in the City Code appears to blend in with the uses within the general locale.***

6. The use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *DISCUSSION: The subject site is an interior lot within a nearly fully developed part of the original townsite. The vacant lot adjacent to the subject site is a 'buildable lot' under current zoning standards provided setbacks are met. Setback requirements allow buildings forward on lots with zero side yard setbacks when abutting other commercial uses. Setback review will occur upon site plan submittal.*
7. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided. *DISCUSSION: The subject parcel is an existing, improved lot with a full complement of urban services provided.*
8. Adequate measures have been or will be taken to provide for vehicular and pedestrian safety and convenience to, from and within the site. *DISCUSSION: access to the site will occur from Franklin Street.*
9. The use meets all of the performance criteria requirements as established in Section 1245.01 of this chapter. *DISCUSSION: As a condition of approval, the proposed use shall meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.*
10. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located. *DISCUSSION: Lot area and width minimums and lot coverage maximums do not apply to lots in the C-3 District. The existing structure is lower than the maximum building height. Setback requirements are as follows: front – zero, side – zero, rear – zero. The architectural standards and guidelines of Section 1245.03 are not applicable and appear to be met as proposed. Parking requirements for contractor operations are not specifically addressed in the Code. Perhaps the closest calculation is that for wholesale establishments which requires one space per employee or one space for each 2,000 square feet PLUS one space for each company vehicle operating from the premises. Section 1250.12 of the Code allows the City to decrease the number of parking spaces required for uses within the C, Civic District and the "CBD Central Business District". There is no "CBD Central Business District" within the existing zoning district, however, in every sense of the term the "Downtown District" is analogous to a central business district. To those ends it is presumed the reference to CBD should be a reference to the Downtown District but the reference was not updated when the code was updated in 2009 amounting to a typographical error. As such the ability of the City to decrease required parking spaces is presumed allowed. The Applicant zero parking spaces at this time.*

Planning Commission Recommendation

The PC held the required public hearing and then discussed the application. The PC recommended approval conditioned on:

1. The approval specifically authorizes a contractor operation (home builder contractor shop) at the subject property. No other use shall be allowed under this Conditional Use Permit.
2. This approval is applicable only to the property at 117 Railroad Street West.
3. Site plan review and approval by the Zoning Administrator and City Engineer.
4. Review and approval by the Carver County Watershed Management Organization.
5. No outdoor storage of any kind, including but not limited to garbage, refuse, materials, equipment or machinery shall be permitted.
6. All business vehicles stored at the site shall be accommodated by off-street parking.

7. An office area shall be maintained within the structure.
8. The use shall at all times meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.
9. The City Council shall release the Property Owner from employee and customer parking requirements for this conditional use, except that any company vehicles (i.e. commercial vehicles, vehicles owned by the company, and/or vehicles advertising the company) shall be parked off the street.
10. The Property Owner shall not discharge industrial waste into the sanitary sewer system.
11. Any proposed signage will require the issuance of a sign/building permit.
12. This approval shall expire one year after date of approval unless the Applicant has commenced operation of the Use on-site.
13. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
14. The permit shall be subject to annual inspection and audit by the City.
15. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Section 1210.06, Subd. 5 "Revocation of Conditional Use Permits" of the Zoning Ordinance, as may be amended.
16. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.
17. The Use permitted under this Resolution may change to a permitted use in the C-3 District without further action by the City Council; however the Use may not change to another conditional use without a new application and approval by the City Council.

Action

City Council review of the request is kindly requested. A sample RESOLUTION is attached for consideration.

*Norwood Young America
Planning Commission Minutes
October 18, 2016*

4. Public Hearing.

B. Conditional Use Permit: 117 Railroad Street West – Contractor Operation (Home Building Contractor Shop).

Heher introduced the public hearing request and opened the hearing at 7:26 p.m.

Strack stated Scott Loomis, Loomis Homes proposes to construct a 1,944 sf contractor shop at 117 Railroad Street West.

A conditional use permit is required under §1230.10, Subd. 4(A) of the City Code which provides for contractor operations in the C-3 District.

The Applicant proposes to operate a headquarters for their home building business and to use the subject site as a base of operations.

The Applicant represents:

- No outdoor storage is proposed.
- The facility will be a wood frame with engineered siding and asphalt shingles.
- The structure will be 1,944 square feet; 36' by 54'.

Strack noted a site plan illustrated on a certificate of survey is typically required prior to consideration of the CUP but is not currently available. The Applicant would like to proceed with construction prior to freeze-up. Therefore, Strack suggested a condition of approval be review and approval of a complete site plan by the Zoning Administrator, the City Engineer, and the watershed management organization.

Strack noted Section 1210.06, Subd. 3(B)(6) regulates contractor operations in the C-3, Downtown District and requires:

No outdoor storage of any kind, including materials, equipment, or machinery is permitted. This is a proposed condition of approval.

All business vehicles have to be accommodated by off-street parking. This is a proposed condition of approval.

An office area must be maintained within the building. This is a proposed condition of approval.

Strack noted a public hearing notice had been published, posted, and mailed. No oral or written comment for or against the request had been received.

Heher inquired as to what would be stored in the structure. Scott Loomis of Loomis Homes responded storage items such as a bobcat, cold storage, is proposed. He stated Loomis Homes would not office out the building and that they would like to have an option to split the property in the future.

Hoernemann inquired as to whether the structure would be located on the east or west side of the lot. Loomis stated the building would be on the east side.

Heher inquired as to whether access would be from the gravel on the east side of the lot. Loomis confirmed.

Storms inquired as to whether or not items would be stored outdoors. Loomis stated all items would be stored inside and no outdoor storage would occur.

Grundahl inquired as to how the site is impacted by the railway. Loomis stated the rail authority had a significant easement adjacent to the railway.

Heher inquired as to whether the proposed access point was from a public street, Franklin Street. Helget stated it appeared to be a street. Strack noted it was a platted street.

Heher inquired as to who will be responsible for maintaining the unimproved portion of Franklin Street which the Applicant would use to access the lot. Helget stated that typically the City would maintain a public right of way that is improved. This is not improved.

Heher inquired as to whether or not standards related to windows/doors applied to the proposed building. Strack noted those types of standards apply in the C-2 and B-I districts. Strack stated there is a requirement for an office in the building. Loomis stated an office can be added to the floor plan.

Heher inquired as to whether vinyl siding was proposed. Strack noted wood siding and asphalt shingles were proposed.

Heher inquired as to how should the unimproved roadway should be maintained. Helget suggested the property owner be responsible for care of the unimproved portion of Franklin Street to be used as an access point to 117 Railroad Street.

Heher inquired if any member of the audience was in favor of the request.

Mayor Tina Diedrick stated she would welcome Loomis Homes in the community. She requested standards and setbacks at the adjacent Xtreme Electric building be mirrored if possible. Diedrick opined this would result in a continuous viewshed. She stated she would welcome the building and use to the neighborhood. She stated pedestrians may utilize the Franklin Street right of way.

Diedrick inquired as to volume of traffic anticipated. Loomis noted a couple of trips per week was anticipated. Diedrick noted there were two daycares in the neighborhood and she suggested the Applicant be aware of truck routes.

The owner of the property was in the audience and stated she was in favor of the request.

Heher inquired as to whether or not any person opposed the request. No individual spoke.

Motion – Grundahl to close the public hearing, second by Storms. With all in favor the hearing was closed at 7:41 p.m.

6. New Business.

B. CUP: 117 Railroad Street West – Scott Loomis.

Chairperson Heher introduced the business item.

Strack noted after discussion if the PC was inclined to make a recommendation favoring CUP issuance she had several suggested conditions including:

The specific use will be defined as a contractor operation (home builder contractor shop) at 117 Railroad Street West. No other use shall be allowed under this Conditional Use Permit.

Review and approval of site plan by zoning administrator and by the City Engineer.

Review and approval by the Carver County Watershed Management Organization.

No outdoor storage of any kind, including but not limited to garbage, refuse, materials, equipment or machinery shall be permitted.

All business vehicles stored at the site shall be accommodated by off-street parking.

An office area shall be maintained within the structure.

The use shall at all times meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.

The City Council shall release the Property Owner from employee and customer parking requirements for this conditional use, except that any company vehicles (i.e. commercial vehicles, vehicles owned by the company, and/or vehicles advertising the company) shall be parked off the street.

Any proposed signage will require the issuance of a sign/building permit.

This approval shall expire one year after date of approval unless the Applicant has commenced operation of the Use on-site.

Kemp referenced Mayor Diedrick's suggestion the setback sympathetic to that of the building to the west. Helget stated he reviewed the referenced setback which appeared to be on the property line.

The PC discussed the fact the Applicant's intended to set the proposed building on the rear property line. The PC reached consensus that there was no need for front setback to sympathetic to the adjacent property as it would be further away from the street as opposed to closer to the street.

The PC discussed parking requirements. Strack noted the code didn't require parking off-street in the C-3 district but allowed for discretion to either require parking or release the Applicant from a requirement for parking. Loomis stated no parking is proposed.

The PC discussed required exterior building materials. Wood siding and asphalt shingles are proposed. Storms asked what type of construction was proposed. Loomis noted the building would be engineered. Concrete pouring for floor would occur in spring.

Motion – Storms to recommend approval of the CUP with identified conditions in the staff memo. Second by Kemp. All voted in favor. Motion carried 5-0.

DRAFT

Planning and Zoning Application

City of Norwood Young America
 310 Elm St. W, PO Box 59
 Norwood Young America, MN 55368
 Phone: (952) 467-1800 Fax: (952) 467-1818

Applicant's Name <i>Loomis Homes</i>	Telephone Home <i>952-200-8838</i> Work/Cell
Address (Street, City, State, ZIP) <i>510 N Chestnut St #204 Chaska MN 55318</i>	
Property Owner's Name (If different from above)	Telephone Home Work/Cell
Location of Project <i>117 Railroad St W Norwood Young America</i>	
Legal Description <i>TWP 115, RNG 026, SEC 14</i>	
PID <i>589440030</i>	
Description of Request (Attach separate sheet, if necessary) <i>Loomis Homes is proposing building of shop for contractor purpose All indoor storage</i>	

Proposed Action(s): Check all that apply		
<input type="checkbox"/> Annexation \$300.00 <input type="checkbox"/> Application for Appeal \$150.00 <input type="checkbox"/> City Code Amendment \$250.00 <input type="checkbox"/> Parking Reduction \$100.00 <input type="checkbox"/> CUP/IUP \$200.00 (Residential) <input checked="" type="checkbox"/> CUP/IUP \$300.00 (Non Residential) <input type="checkbox"/> Variance \$150.00 (Residential) <input type="checkbox"/> Variance \$200.00 (Non Residential) <input type="checkbox"/> Lot Split \$200.00 <input checked="" type="checkbox"/> Public Hearing Notice \$75.00	<input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow <input type="checkbox"/> Sketch Plat \$200.00 + Escrow <input type="checkbox"/> Site Plan \$300.00 + Escrow <input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow <input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow <input type="checkbox"/> PUD Final Plan \$300.00 + Escrow <input type="checkbox"/> PUD General Concept Plan \$400.00 + Escrow <input type="checkbox"/> Preliminary Plat \$350.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow	<input type="checkbox"/> Storm Water Plan \$250.00 <input type="checkbox"/> Rezoning \$350.00 <input type="checkbox"/> Street/Alley Vacation \$150.00 <input type="checkbox"/> Zoning Text Amendment \$300.00 <input checked="" type="checkbox"/> Recording Fee \$46.00 <input type="checkbox"/> Other _____

ALL ESCROW MUST BE PAID BY CERTIFIED CHECK
 Escrow Deposit \$2,000.00
 Escrow Deposit - Site Plan Review: \$7,500 (Tacoma West Industrial Park), \$5,000.00 (All other site plan reviews)
 Escrow Deposit - Development Review (paid at Sketch Plan): \$10,000.00

ALL PLANNING & ZONING APPLICATION FEES ARE IN ADDITION TO LEGAL, ENGINEERING AND ASSOCIATED COSTS.

APPLICATIONS WILL BE PROCESSED ONLY IF ALL REQUIRED ITEMS ARE SUBMITTED

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of Chapter 11 and Chapter 12 of the City Code and other applicable ordinances.

Applicant's Signature: <i>[Signature]</i>	Date <i>10/5/10</i>
Fee Owner's Signature:	Date

For Office Use Only

Accepted By:	Amount	Date
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Loomis Homes LLC
510 N Chestnut St #204
Chaska, MN 55318
Scott Loomis
Chief Managing Officer
Scott@loomis-homes.com
952-200-8838

RE: 117 Railroad St W, Norwood Young America

Loomis Homes is proposing building an indoor storage for contractor equipment. This proposed building shall be constructed of wood frame with Lp smart side engineered siding with Tamko asphalt 30 year architectural singles. This proposal is not for any outdoor storage of equipment or materials.

Scott Loomis (CMO)

A handwritten signature in black ink that reads 'Scott Loomis'.

Loomis Homes LLC



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 Date: 10/11/2016



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steven Helget, City Administrator

DATE: October 24, 2016

SUBJECT: The Harbor 2017 Budget

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Laurie Hilgers, Housing Manager of The Harbor, will be present to review the proposed 2017 Budget for operations of the housing facility. Enclosed is the proposed 2017 Budget, Cash Flow worksheet, a Summary Budget worksheet which reflects a comparison to the 2016 Budget and 2015 Actual, and the Building Improvement/Maintenance worksheets.

Suggested Motion:

Motion to approve The Harbor 2017 Budget.

The Harbor 381
Budget 2017

month 6

Account	Account Description	2017 Budget	2016 Annualized	% Change	2015 Actual	% Change	Comments
OPERATING							
Resident Service Revenue 381012							
4005-0010	Apartment Rental - Private	813,404	850,331	-4%	775,699	5%	2016 current + 3% increase-more now on EW
4005-0030	Apt. Rental Double- Private	32,160	18,518	74%	16,872	91%	Currently 6 couples-see this continuing-budgeted for 4 occ.
4005-0050	Tenant Service - Private	217,800	174,355	25%	163,258	33%	2016 current
4006-0020	Apartment Rent - County	137,304	126,095	9%	133,581	3%	2016 current-more on EW now
4006-0040	Tenant Service - County	291,168	276,891	5%	280,361	4%	Discount for Peace Villa residents moving to Harbor
4006-0060	Discounts	(2,688)	(2,680)	0%	-	-	
	Total Resident Revenue	1,489,148	1,443,509	3%	1,369,770	9%	
Ancillary & Other Serv 381012							
4025-0000	Utility Revenue	-	-	-	-	-	
4050-0040	Resident Meals	33,120	31,499	5%	24,520	35%	2016 current
4133-0010	Respite Care	-	-	-	-	-	
4515-0000	Prior Year	-	-	-	-	-	
4515-0015	Prior Year - MC	-	-	-	-	-	
	Total Ancillary and Other Svc	33,120	31,499	5%	24,520	35%	
	Total Operating Revenue	1,522,268	1,475,009	3%	1,394,290	9%	
Operating Expenses							
Nursing 381032							
5001-0020	Salaries - RN/Clinical	56,616	53,113	7%	66,359	-15%	RN split 50/50;added RN 48 hrs/pay period-split 50/50
5001-0030	Salaries - LPN	12,451	7,192	73%	-	-	Added April 2016-50/50 split between Harbor & Haven
5001-0035	Salaries - RA	143,951	147,057	-2%	144,830	-1%	Split Brenda and Allison 50/50 with Haven
5001-0310	Salaries - HHA	-	-	-	-	-	
5002-0000	Salaries - Nonproductive	22,055	20,945	5%	21,866	1%	
	Subtotal Salaries	235,072	228,307	0	233,054	1%	
5003-0000	Reimburse Salaries/Services	-	(2,941)	-100%	-	-	Not needed now as done on payroll
5003-0090	Reimburse Salaries-PIPP	-	-	-	-	-	
5050-0010	Nursing Pool - RN	-	-	-	-	-	
5050-0020	Nursing Pool - LPM	-	-	-	-	-	
5050-0030	Nursing Pool - CNA	-	-	-	-	-	

The Harbor 381
Budget 2017

month

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Account	Account Description	2017 Budget	2016 Annualized	% Change	2015 Actual	% Change	Comments
5110-0070	HSA	-	-	-	-	-	
5130-0010	Pension	-	-	-	-	-	
5130-0020	PERA	-	-	-	-	-	
5260-0000	Purchased Services	11,860	16,717	-29%	19,604	-40%	Out & About split between Harbor/Haven
5260-0150	Purchased Services Campus	4,800	4,667	3%	3,530	36%	Annualized + 3%-more craft activities thus supplies needed
5360-0000	Supplies						
5500-0000	Continuing Education/Training						
5503-0000	Minor Equipment						
5512-0000	Business Relations						
5513-0000	Membership Dues/Subscriptions						
5514-0000	Postage						
5518-0000	Travel	890	863	3%	872	2%	2016 annualized + 3%
5525-0000	Vehicle Expense						
5526-0000	Program Expense						
5526-0020	Resident Expenses						
5618-0000	Pet Expense						
Total Activities		34,002	46,035	-26%	47,461	-28%	
Housekeeping 381152							
5001-0000	Salaries - Productive	28,722	27,527	4%	27,044	6%	
5001-0320	Salaries - Homemaker	-	-	-	-	-	
5002-0000	Salaries - Nonproductive	1,353	1,317	3%	1,321	2%	
Subtotal Salaries		30,075	28,844	4%	28,364	6%	
5100-0010	Employer FICA Tax	1,865	1,675	11%	1,674	11%	Formula from Salary tab
5100-0020	Employer MC Tax	436	392	11%	391	11%	Formula from Salary tab
5110-0010	Life Insurance	49	44	11%	40	22%	2016 annualized + 10%
5110-0020	Health Insurance	4,921	6,568	-25%	6,230	-21%	2017
5110-0030	Dental Insurance	256	233	10%	191	34%	2016 annualized + 10%
5110-0050	Disability Insurance	134	122	10%	113	19%	2016 annualized + 10%
5110-0060	Other Insurance						
5110-0070	HSA	550	500	10%	600	-8%	2016 annualized + 10%
5130-0010	Pension	-	76	-100%	-	-	Housekeeper no longer in plan
5130-0020	PERA						
5260-0000	Purchased Services						
5260-0150	Purchased Services Campus						
5360-0000	Supplies	2,360	2,289	3%	3,789	-38%	2016 annualized + 3%
5503-0000	Minor Equipment						
Total Housekeeping		40,646	40,742	0%	41,392	-2%	

The Harbor 381
Budget 2017

month 6

Account	Account Description	2017 Budget	2016 Annualized	Change %	2015 Actual	Change %	Comments
Dietary 381191							
5001-0000	Salaries - Productive	119,618	124,961	-4%	107,341	11%	Mgr 50/50 split between Harbor/Haven
5002-0000	Salaries - Nonproductive	3,700	2,982	24%	13,338	-72%	Increased one DA status to A5
	Subtotal Salaries	123,318	127,943	-4%	120,679	2%	
5003-0000	Reimburse Salaries/Services		(13,402)	-100%			Haven kitchen operating on its own now
5003-0090	Reimburse Salaries - PIPP						
5100-0010	Employer FICA Tax	7,646	7,676	0%	7,227	6%	
5100-0020	Employer MC Tax	1,788	1,795	0%	1,690	6%	
5110-0010	Life Insurance	94	85	10%	70	35%	2016 annualized + 10%
5110-0020	Health Insurance	6,992	13,634	-49%	9,152	-24%	2016 annualized + 10%, 1/2 Jackie to Haven
5110-0030	Dental Insurance	391	356	10%	356	10%	2016 annualized + 10%
5110-0050	Disability Insurance	233	212	10%	181	29%	2016 annualized + 10%
5110-0060	Other Insurance						
5110-0070	HSA	825	750	10%	650	27%	2016 annualized + 10%
5130-0010	Pension	861	1,079	-20%	842	2%	1/2 Jackie to Haven
5130-0020	PERA						
5200-0000	Consultant Fees						
5260-0000	Purchased Services						
5260-0150	Purchased Services Campus						
5360-0000	Supplies	9,490	9,215	3%	9,918	-4%	2016 annualized + 3%
5400-0000	Raw Food	116,800	112,307	4%	99,573	17%	2016 annualized + 4%
5400-0020	Discount Received	(1,900)	(1,900)	0%	(2,408)	-21%	
5500-0000	Continuing Education/Training				400	-100%	
5501-0000	Contract Meals						
5503-0000	Minor Equipment	900	875	3%	1,412	-36%	2016 annualized + 3%
5518-0000	Travel	385	375	3%	187	106%	2016 annualized + 3%
5519-0000	Employee Relations						
	Total Dietary	267,823	260,999	3%	249,929	7%	
Plant 381193							
5001-0000	Salaries - Productive	17,863	17,521	2%	9,955	79%	
5002-0000	Salaries - Nonproductive	1,140	831	37%	6,371	-82%	Formula from Salary tab
	Subtotal Salaries	19,003	18,351	4%	16,326	16%	
5003-0000	Reimburse Salaries/Services						
5100-0010	Employer FICA Tax	1,178	1,138	4%	1,012	16%	
5100-0020	Employer MC Tax	276	266	4%	237	16%	
5110-0010	Life Insurance						

The Harbor 381
Budget 2017

month 6

Account	Account Description	2017 Budget	2016 Annualized	2016 Change	2015 Actual	2015 Change	Comments
5110-0020	Health Insurance	-	-	-	-	-	
5110-0030	Dental Insurance	-	-	-	-	-	
5110-0050	Disability Insurance	18	18	0%	17	6%	
5110-0060	Other Insurance	-	-	-	-	-	
5110-0070	HSA	-	-	-	-	-	
5130-0010	Pension	-	-	-	-	-	
5130-0020	PERA	-	-	-	-	-	
5200-0000	Consultant Fees	-	-	-	-	-	
5260-0000	Purchased Services	16,000	19,611	-18%	12,410	29%	Not as many jobbed out repairs needed-our maint does
5260-0150	Purchased Services Campus	4,650	4,513	3%	5,903	-21%	2016 annualized + 3%
5360-0000	Supplies	-	-	-	-	-	
5400-0020	Discount Received	-	-	-	-	-	
5490-0000	Utilities	-	-	-	-	-	
5490-0010	Utilities - Natural Gas	3,990	3,871	3%	3,979	0%	2016 annualized + 3%
5490-0020	Utilities - Electricity	30,670	29,776	3%	27,888	10%	2016 annualized + 3%
5490-0030	Utilities - Water & Sewer	19,825	19,245	3%	17,521	13%	2016 annualized + 3%
5490-0040	Utilities - Fuel Oil	-	-	-	-	-	
5500-0000	Continuing Education/Training	-	-	-	-	-	
5503-0000	Minor Equipment	9,990	9,701	3%	5,311	88%	2016 annualized + 3%
5504-0000	Maintenance Contracts	7,165	3,186	125%	10,305	-30%	off
5505-0000	Repairs & Maintenance	9,520	6,331	50%	7,114	34%	Annualized+3%+3 replace-no storage room to house roll
5506-0000	Garbage Removal	3,280	3,182	3%	2,432	35%	2016 annualized + 3%
5507-0000	Grounds Maintenance	2,665	2,589	3%	2,142	24%	2016 annualized + 3%
5507-0010	Snow Removal	2,000	1,750	14%	2,213	-10%	2016 annualized + 15%-anticipating more snowfall
5507-0020	Environmental Expense	-	-	-	-	-	
5508-0000	Exterminating	815	791	3%	1,042	-22%	2016 annualized + 3%
5518-0000	Travel	-	-	-	-	-	
5519-0000	Employee Relations	-	-	-	-	-	
5525-0000	Vehicle Expense	1,000	-	-	418	139%	New vehicle purchased in 2017-awarded a grant
	Total Plant	132,045	124,317	6%	116,270	14%	
	Property 381195						
5450-0010	Building/Office Rental	-	-	-	-	-	
5460-0000	Equipment Rent/Lease	5,340	14,514	-63%	17,889	-70%	\$340/mo
5480-0030	Insurance - Mortgage Ins Prem	-	-	-	-	-	
5600-0060	Trustee Fee	-	-	-	-	-	
5604-0000	Licenses & Permits	1,940	2,147	-10%	3,150	-38%	HWS:Comp(50/50 split),Food:Movie:Elevator
5608-0000	Property Tax/Special Assessments	-	-	-	720	-100%	
5750-0010	Depreciation - Land Improvement	1,546	1,546	0%	1,546	0%	

The Harbor 381
Budget 2017

month

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Account	Account Description	2017 Budget	2016 Annualized	Change %	2015 Actual	Change %	Comments
5750-0020	Depreciation - Building	161,367	161,367	0%	161,367	0%	
5750-0030	Depreciation - Building Improv	13,758	11,005	25%	10,045	37%	Formula from CFC
5750-0050	Depreciation - Furn & Equip	17,834	18,209	-2%	18,310	-3%	
5750-0060	Depreciation - Vehicles	4,206	2,357	78%	1,362	209%	Formula from CFC
5760-0000	Amortization	-	-	-	-	-	
5770-0000	Operating Lease	-	-	-	-	-	
5780-0000	Interest Expense - Debt	180,449	184,473	-2%	185,829	-3%	
5782-0000	Other Loan Expense	2,200	4,400	-50%	2,200	0%	US Bank-\$2200 yearly in Jan only
5785-0000	Interest Expense - Other	-	-	-	-	-	
Total Property		388,638	400,017	-3%	402,417	-3%	
General & Admin 381194							
5001-0000	Salaries - Productive	46,248	53,064	-13%	54,593	-15%	Split Laurie & HR/BOM 50/50 between Harbor/Haven
5002-0000	Salaries - Nonproductive	2,434	1,311	86%	3,933	-38%	Formula from Salary tab
Subtotal Salaries		48,682	54,376	-10%	58,526	-17%	
5003-0000	Reimburse Salaries/Services	-	(31,306)	-100%	-	-	Not needed now as done on payroll
5049-0010	Accrued Vacation Adjustment	3,018	3,093	-2%	2,036	-6%	
5100-0010	Employer FICA Tax	706	722	-2%	751	-6%	
5100-0020	Employer MC Tax	505	459	10%	2,380	-79%	2016 annualized + 10%
5110-0010	Life Insurance	99	90	10%	103	-4%	2016 annualized + 10%
5110-0020	Health Insurance	8,312	14,383	-42%	12,868	-35%	2016 annualized + 10%, 1/2 Laurie to The Haven
5110-0030	Dental Insurance	496	451	10%	493	1%	2016 annualized + 10%
5110-0050	Disability Insurance	725	660	10%	473	53%	2016 annualized + 10%
5110-0060	Other Insurance	-	-	-	-	-	
5110-0070	HSA	1,100	1,000	10%	500	120%	2016 annualized + 10%
5120-0010	Workers Compensation	-	-	-	-	-	
5130-0010	Pension	2,955	3,071	-4%	3,553	-17%	Split 50/50 between Harbor/Haven
5130-0020	PERA	-	-	-	-	-	
5049-0010	Accrued Vacation Adjustment	-	-	-	-	-	
5049-0020	Accrued Sick Adjustment	-	-	-	-	-	
5200-0000	Consultant Fees	-	-	-	-	-	
5250-0000	Professional Services	-	-	-	-	-	
5250-0010	Audit Fees	2,860	2,600	10%	5,427	-47%	2016 annualized + 10%
5250-0020	Legal Fees	-	-	-	-	-	
5250-0060	Collection Agency Fees	-	-	-	-	-	
5260-0000	Purchased Services	1,735	1,684	3%	1,656	5%	2016 annualized + 3%
5260-0150	Purchased Services Campus	-	-	-	-	-	
5360-0000	Supplies	2,105	2,044	3%	5,231	-60%	2016 annualized + 3%

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New line added	Account	Account Description	2017 Budget	2016 Annualized	Change %	2015 Actual	Change %	Comments
	5360-0028	Supplies - Awakenings	-	-	-	-	-	
	5400-0020	Discount Received	-	-	-	-	-	
	5420-0030	Cost Report Fees	-	-	-	-	-	
	5460-0000	Equipment Rent/Lease	-	-	-	-	-	
	5480-0000	Insurance	-	-	-	-	-	
	5480-0010	Insurance - P Property	14,274	14,274	0%	14,274	0%	
	5480-0015	Insurance - Professional Liab.	20,779	16,027	30%	16,534	26%	Actual 2107 costs-West Bend-\$10039;Ecumen-\$10740
	5480-0020	Insurance - Auto & Other	1,240	1,202	3%	322	285%	2016 annualized + 3%
	5500-0000	Continuing Education/Training	324	314	3%	293	11%	2016 annualized + 3%
	5503-0000	Minor Equipment	3,490	3,389	3%	998	250%	2016 annualized + 3%
	5504-0000	Maintenance Contracts	650	2,718	-76%	2,447	-73%	Pinnacle; rest moved to Systems & Software
	5509-0010	Advertising - Employment	500	1,235	-60%	471	6%	Should go back to our longevity tenure now
	5509-0020	Advertising - Marketing	11,870	11,869	0%	11,450	4%	
	5511-0000	Business Meetings/Meals	-	-	-	-	-	
	5512-0000	Business Relations	320	321	0%	1,238	-74%	
	5513-0000	Membership Dues/Subscriptions	2,640	2,640	0%	2,384	11%	
	5514-0000	Postage	1,610	1,562	3%	1,758	-8%	2016 annualized + 3%
	5516-0000	Telephone & Internet	23,080	22,415	3%	21,353	8%	2016 annualized + 3%
	5517-0000	Bank Service Charges	-	-	-	-	-	
	5518-0000	Travel	440	427	3%	458	-4%	2016 annualized + 3%
	5519-0000	Employee Relations	300	288	4%	412	-27%	
	5519-0060	Wellness Program	-	-	-	-	-	
	5522-0000	Rent Free Housing Unit	-	-	-	-	-	
	5526-0000	Program Expense	-	-	-	-	-	
	5530-0000	Miscellaneous Expense	-	-	-	-	-	
	5550-0000	Systems & Software	4,870	1,678	190%	-	-	Eldermark;Watchguard;iCims;EMAPS
	5600-0000	Management Fees/Central Office Expense	72,000	72,000	0%	72,000	0%	
	5600-0050	Asset Management Fee	-	-	-	-	-	
	5605-0000	Fine and Penalty Fees	-	-	-	-	-	
	5700-0000	Bad Debt - Write offs	-	-	-	-	-	
	5700-0010	Bad Debt - Allowance Adjustment	-	-	-	-	-	
	5700-0090	Bad Debt - Recovery	-	-	-	1,715	-100%	
	5810-0000	Tax Expense	-	-	-	-	-	
		Total General & Admin	231,686	205,686	13%	245,312	-6%	
		Benefits 381199						
	5100-0030	Unemployment Taxes	6,000	1,968	205%	84	7036%	Anticipating former employee getting this benefit
	5110-0020	Health Insurance	-	-	-	-	-	
	5110-0050	Disability Insurance	-	-	-	329	-100%	

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Account	Account Description	2017 Budget	2016 Annualized	Change %	2015 Actual	Change %	Comments
5110-0060	Vision and Other Insurance	15,000	15,000	0%	6,500	131%	
5120-0010	Workers Compensation	21,000	16,968	24%	6,913	204%	
	Total Benefits	1,419,024	1,364,795	4%	1,377,885	3%	
	Total Operating Expenses	103,244	110,214	-6%	16,405	529%	
	Operating Income (Loss)						
	OTHER OPERATING						
	Other Operating 381225						
	Other Operating Revenue						
4007-0010	Tenant Fees	-	-	-	1,800	-100%	
4020-0000	Stores and Commercial Rent	-	-	-	-	-	
4021-0000	Garage / Storage	-	-	-	-	-	
4022-0000	Laundry Revenue - Taxable	-	-	-	-	-	
4022-0005	Laundry Revenue - Non Taxable	-	-	-	-	-	
4023-0000	Maintenance & Repairs	-	-	-	-	-	
4023-0020	Snow Removal Income	-	-	-	-	-	
4024-0000	Guest Room Rental - Taxable	-	-	-	-	-	
4025-0000	Guest Room Rental - Nontaxable	-	-	-	-	-	
4027-0010	Community - Room Rental	120	120	0%	150	-20%	
4029-0000	Housekeeping Services	-	-	-	-	-	
4035-0000	Tax Increment Revenue	24,500	23,794	3%	20,649	19%	2016 annualized + 3%
4114-0000	Medical Supplies	-	-	-	-	-	
4602-0000	Damage and Cleaning Fees	-	-	-	-	-	
4620-0000	Program Revenue	-	-	-	-	-	
4620-0040	PERS Revenue	-	-	-	-	-	
4620-0050	Beauty Shop Revenue	240	240	0%	240	0%	
4620-0061	Other Revenue - Taxable	-	-	-	-	-	
4620-0062	Other Revenue - Non Taxable	-	-	-	-	-	
4620-0070	Transportation Revenue	-	-	-	-	-	
4650-0000	Rental Property Revenue	-	-	-	-	-	
4650-0030	Equipment Rental - Taxable	-	-	-	-	-	
4652-0000	Vending Machine Revenue Taxable	-	-	-	-	-	
4652-0010	Vending Machine Revenue - Non Taxable	-	-	-	-	-	
4655-0000	Cable/Satellite TV Revenue	-	-	-	-	-	

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Account	Account Description	2017 Budget	2016 Annualized	Change %	2015 Actual	Change %	Comments
4656-0000	Telephone/Internet Revenue	39,300	30,853	27%	30,356	29%	From Harbor, Villa, Haven(25 apts x \$30=\$9000)residents
4659-0000	Miscellaneous Revenue	-	-	-	14,255	-100%	
	Total Other Operating Revenue	64,160	55,006	17%	67,450	-5%	
	Other Operating Expense						
5260-0000	Purchased Services	-	-	-	-	-	
5260-0150	Purchased Services Campus	-	-	-	-	-	
5360-0000	Supplies	-	-	-	-	-	
5507-0020	Environmental Expense	-	-	-	-	-	
5516-0000	Telephone & Internet	-	-	-	-	-	
5520-0000	Cable/Satellite TV Expense	11,450	11,119	3%	11,641	-2%	2016 annualized + 3%
5521-0000	Vending Machine Expense	-	-	-	-	-	
	Total Other Operating Expense	11,450	11,119	3%	11,641	-2%	
	Total Other Operating	52,710	43,887	20%	55,809	-6%	
	Total Other Operating Income (Loss)	52,710	43,887	20%	55,809	-6%	
	Net Operating Income (Loss)	155,954	154,101	1%	72,213	116%	
	Total Net Operating Income (Loss)	155,954	154,101	1%	72,213	116%	
	NONOPERATING						
	Non-Operating 381245						
6000-0000	Interest/Investment Earnings	394	394	0%	210	87%	
6000-0010	Investment Earnings - R&R	-	-	-	-	-	
6000-0040	Interest Income - Trust	-	-	-	-	-	
6000-0045	Interest Income - Foundation	-	-	-	-	-	
6004-0010	Unrestricted Donations	2,000	5,727	-65%	1,982	1%	This is the average-2016 higher than normal
6004-0020	Unrestricted Donations in Kind	-	-	-	-	-	
6005-0000	Net Assets Released from Restr - Operations	-	-	-	-	-	
6007-0000	Net Assets Released from Restr - Fixed Assets	-	-	-	-	-	
6010-0000	Incr(Decr) Realized Mkt Value	-	-	-	-	-	
6010-0045	Incr(Decr) Realized MV-FND	-	-	-	-	-	
6011-0000	Incr(Decr) Unrealized MV	-	-	-	-	-	
6011-0045	Incr(Decr) Unrealized Mkt Value	-	-	-	-	-	

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Account	Account Description	2017 Budget	2016 Annualized	% Change	2015 Actual	% Change	Comments
6020-0000	Grant Income	-	-	-	-	-	
6020-0060	Grant Revenue - Awakenings	-	-	-	-	-	
6020-0070	Grant Revenue - MAC	-	-	-	-	-	
6030-0000	Gain(Loss) on Disposal of Asset	-	-	-	-	-	
7020-0000	Grant Expense	-	-	-	-	-	
7550-0000	Gain(Loss) on Refinancing	-	-	-	-	-	
7555-0000	Minority Interest & Subsidiary	-	-	-	-	-	
	Non Operating Revenue	2,394	6,121	-61%	2,192	9%	
5526-0000	Program Expense						
7020-0060	Grant Expense - Awakenings						
7020-0090	PIPP Grant Expense						
7550-0000	Gain (Loss) on Refinancing						
7600-0000	Extraordinary Item						
	Non-Operating Expense	-	-	-	-	-	
	Non-Operating Income (Loss)	2,394	6,121	-61%	2,192	9%	
	Changes in Unrest Net Assets	158,348	160,222	-1%	74,406	113%	
10/18/2016 10:24							
Check Figures:							
	Salary check figure - total from salary tab difference	471,416	479,901	-2%	478,722	-2%	
	FICA check figure - total from salary tab difference	29,228	28,854	1%	28,775	2%	
	MC check figure - total from salary tab difference	6,836 (0)	6,747	1%	6,730	2%	
	Pension check figure - total from salary tab difference	9,751 (0)	14,194	-31%	10,279	-5%	
Payer Mix:							
	Private	71.23%	72.08%		69.78%		
	County	28.77%	27.92%		30.22%		
	Totals	100.00%	100.00%		100.00%		

The Harbor 381
Budget 2017
Cash Flow Worksheet

	Budget Amount
Total Operating Revenue	1,586,428
Total Operating Expense	1,049,115
Less: Accrued Vacation Adjustment	-
Adjusted Total Operating Expense	1,049,115
 EBITDA	 537,313
 Less Regulatory / Debt Service Payments:	
Interest Payments	182,649
Principal Payments	155,000
Repair and Replacement Annual Requirement	-
 Net Cash Flow before Capital purchases	 199,664

The Harbor 381

Budget 2017

Description	2017	2016	2015	% Change	% Change	Comments
	Budget	Annualized	YTD Actual	2017 Budget vs. 2016 Annualized	2017 Budget vs. 2015 Actual	
Resident Service Revenue	1,522,268	1,475,009	1,394,290	3%	9%	
Program Revenue	-	-	-	-	-	
Other Operating Revenue	64,160	55,006	67,450	17%	-5%	
Total Operating Revenue	1,586,428	1,530,015	1,461,740	4%	9%	
Nursing	303,185	270,030	268,191	12%	13%	
Social Services	-	-	-	-	-	
Activities	34,002	46,035	47,461	-26%	-28%	
Chaplain	-	-	-	-	-	
Housekeeping	40,646	40,742	41,392	0%	-2%	
Dietary	267,823	260,999	249,929	3%	7%	
Laundry	-	-	-	-	-	
Plant	132,045	124,317	116,270	6%	14%	
Property	7,280	16,662	21,759	-56%	-67%	
Benefits	21,000	16,968	6,913	24%	204%	
Management Fees	72,000	72,000	72,000	0%	0%	
General & Admin	159,686	133,686	173,312	19%	-8%	
Program Expenses	-	-	-	-	-	
Other Operating Expenses	11,450	11,119	11,641	3%	-2%	
Total Operating Expenses	1,049,115	992,558	1,008,868	6%	4%	
EBITDA	537,313	537,457	452,871	0%	19%	
Depreciation and Amortization	198,710	194,483	192,629	2%	3%	
Facility Lease	-	-	-	-	-	
Interest, Other Loan & MIP Expense	182,649	188,873	188,029	-3%	-3%	
Total Depreciation and Interest	381,358	383,356	380,658	-1%	0%	
Net Operating Income (Loss)	155,954	154,101	72,213	1%	116%	
Donations	2,000	5,727	1,982	-65%	1%	
Net Asssets Released from Restrictions	-	-	-	-	-	
Investment Income	394	394	210	0%	87%	
Gain(Loss) on Disposal of Assets	-	-	-	-	-	
Gain(Loss) on Refinancing	-	-	-	-	-	
Total Non-Operating Income	2,394	6,121	2,192	-61%	9%	
Deficit Revenue over expense	158,348	160,222	74,406	-1%	113%	
Net Asssets Released from Restrictions -	-	-	-	-	-	
Net Unrealized Gain(Loss)/ Market	-	-	-	-	-	
Fundraising Expense	-	-	-	-	-	
Extraordinary item	-	-	-	-	-	
PIPP Grant Expense	-	-	-	-	-	
Changes In Unrest Net Assets	158,348	160,222	74,406	-1%	113%	
			0			
Budgeted EBITDA Margin	33.87%	35.13%	30.98%			
Budgeted EBITDA \$	537,313					
Target EBITDA \$						
Variance EBITDA \$	537,313					

	2016 Budget	2015 Annualized	Change in revenue
Occupancy/Change in Mix Incr (Decr)	1,489,152	1,443,509	21,992
Room Rate Increase (Decrease)			23,651
Other Revenue Increase (Decrease)	97,284	86,506	10,778

Payor Mix:			
Private	71.23%	69.78%	72.08%
County	28.77%	30.22%	27.92%
Totals	100.00%	100.00%	100.00%

Total Salaries	471,416
Total FTE's	12
Total Overtime Hrs	15
FTE Count change - add new FTE?	
Position Added:	
Position Added:	

Occupancy %	97.3%	Rent Increase:	
Average Reimbursement Rate	3,570.72	AL	3.0%
Service Revenue Increase	5%	MC	#DIV/0!
		IL	#DIV/0!
Net Cash Flow	199,664		
Debt Service Coverage Ratio	2		
New Program?			

The Harbor 381				
Current Year additional purchases to be made before year end				
Budget 2017				
Type	Description of Expenditure	Current Year Remaining Purchases Est. Cost	Life	Annual Estimated Depr Exp
Carpet-Apartments			3	0
Carpet-Apartments			3	0
Carpet-Apartments			3	0
Carpet-Apartments			3	0
	Sub-Total Carpet-Apartments	-		0
Carpet-Common Areas			5	0
Carpet-Common Areas			5	0
Carpet-Common Areas			5	0
Carpet-Common Areas			5	0
	Sub-Total Carpet-Common Areas	-		1760
Building Improvement / Maintenance	Replace 2 Water Heaters	17,600	10	1760
Building Improvement / Maintenance			10	0
Building Improvement / Maintenance			10	0
Building Improvement / Maintenance			10	0
Building Improvement / Maintenance			10	0
Building Improvement / Maintenance			10	0
Building Improvement / Maintenance			10	0
Building Improvement / Maintenance			10	0
Building Improvement / Maintenance			10	0
Building Improvement / Maintenance			10	0
Building Improvement / Maintenance			10	0
	Sub-Total Building Improvement / Maintenance	17,600		1760
	Total Building Imp./Maintenance/Carpet	17,600		3520
IT /Computer			3	0
IT /Computer			3	0
IT /Computer			3	0
IT /Computer			3	0
IT /Computer			3	0
IT /Computer			3	0
	Sub-Total IT /Computer	-		0
Software Conversion			5	0
Software Conversion			5	0
Software Conversion			5	0
Software Conversion			5	0
Software Conversion			5	0
Software Conversion			5	0
	Sub-Total Software Conversion	-		0
Phone System			10	0
Phone System			10	0
Phone System			10	0
Phone System			10	0
Phone System			10	0
Phone System			10	0
	Sub-Total Phone System	-		0

Medical Equipment			10	0
Medical Equipment			10	0
Medical Equipment			10	0
Medical Equipment			10	0
Medical Equipment			10	0
Medical Equipment			10	0
Sub-Total Medical Equipment		-		0
Furniture & Equipment			10	0
Furniture & Equipment			10	0
Furniture & Equipment			10	0
Furniture & Equipment			10	0
Furniture & Equipment			10	0
Furniture & Equipment			10	0
Sub-Total Furniture & Equipment		-		0
Total F&E / IT / Computer		-		0
Land Improvement			15	0
Land Improvement			15	0
Land Improvement			15	0
Land Improvement			15	0
Land Improvement			15	0
Land Improvement			15	0
Sub-Total Land Improvement		-		0
Vehicles			5	0
Vehicles			5	0
Vehicles			5	0
Vehicles			5	0
Sub-Total Vehicles		-		0
Total		17,600		
10/20/2016 15:05				

