



CITY COUNCIL AGENDA

March 9, 2015

6:30 PM

City of Norwood Young America

310 Elm Street West, PO Box 59, NYA MN 55368

(952) 467-1800

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

1.1 Pledge of Allegiance

2. **Approve Agenda**

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

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

4.1 Approve minutes of February 23, 2015

4.2 Approve payment of claims

4.3 Approve Resolutions 2015-09 and 2015-10, Supporting Funding for U.S. Trunk Highway 212

5. **Old Business**

5.1 Alcohol & Tobacco Delivery Service

6. **New Business**

6.1 Fire Department Items

6.2 Property/Liability Insurance Renewal Report

7. **Council Member Reports**

8. **Mayor's Report**

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: February building permit report, Carver County sheriff report

UPCOMING EVENTS

- | | |
|----------|---|
| March 11 | Economic Development Commission – 6:30 p.m. |
| March 12 | Senior Advisory Committee - 9:00 a.m. |
| March 17 | Parks and Rec Commission – 5:30 p.m.; Planning Commission – 7:00 p.m. |
| March 23 | EDA and City Council – 6:30 p.m. |

Norwood Young America City Council Minutes

February 23, 2015

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

Council Absent: Jim Keller

City Staff Present: City Administrator Steve Helget, City Clerk/Treasurer Diane Frauendienst

Also Present: NYA Times Reporter Adam Gruenewald, Planning Commission Representative Mark Lagergren, LaVonne Kroells, Amanda Finnerty, John Barnes, Bruce Biermann, Nick Allen, Andria Johnson, Grady Kruse, Jill Kruse, and Community Development Consultant Cynthia Smith Strack.

Mayor Tina Diedrick called the meeting to order at 6:32 p.m.

Approve Agenda

Motion: CL/MM; all in favor to approve the agenda with additions.

Introductions, Presentations, Proclamations, Awards, and Public Comment:

LaVonne Kroells, of the Willkommen Heritage & Preservation Society of Norwood Young America, presented the society's 2014 Annual Report and reported that the society has been in existence for five years. She also thanked the City for allowing the society to use the facility.

Consent Agenda

Motion: CL/MM; all in favor, to approve the consent agenda changing item 4.6.

- 4.1 Approve minutes of February 9, 2015 meeting
- 4.2 Approve payment of Claims
- 4.3 Approve Township Fire Contracts for the year 2015
- 4.4 Industrial Park Hay Baling Bid Award
- 4.5 ~~Part Time Custodian II Hiring~~ change to Approve Personnel Committee Recommendations.
- 4.6 Parks Trash Containers Purchase
- 4.7 Approve Gambling Permit for Central Music Boosters
- 4.8 Approve Summer Rec Expenditures

Public Hearing

Mayor Diedrick opened the public hearing to hear public comment regarding Ordinance 257, an ordinance relating to the 2015 Fee Schedule regarding certain permit fees. Administrator Helget introduced the 2015 Fee Schedule change stating that State Legislation removed the limits of what cities can charge to change out a residential plumbing fixture. Council questioned the change.

There was no public comment.

Motion: DS/CL, all in favor to close the public hearing at 6:45 p.m.

Old Business

ADDED: Amend job descriptions for pool manager and assistant manager. Mayor Diedrick reported that the personnel committee recommends adjusting the salary on the pool manager and the assistant pool manager job descriptions.

Motion: CL/DS, all in favor to amend the pool manager and assistant manager job descriptions.

New Business

Resolution 2015-08, Rezoning Application: Planning Consultant Cynthia Smith Strack presented the rezoning request that was received from Grady Kruse for his property located at 28 Industrial Boulevard. Strack reported that the planning commission held the required public hearing on February 17, 2015. No oral or written public comment was received. The applicant is requesting the rezoning to accommodate expansion of the mini-storage operation. Mini storage is not allowed in the C-2 District, but it is a permitted use in the B-I District. The existing use was a permitted use for the property when originally developed. Discussion was held on the 80% impervious surface coverage as required.

The planning commission approved a motion to recommend the City Council approve the rezoning.

Motion: CL/MM, all in favor to adopt Resolution 2015-08, a resolution approving rezoning of the property at 28 Industrial Boulevard from C-2, General Commercial to B-I, Business and Industrial.

Ordinance No. 258, Accessory Structures – Zoning Code Amendment: Planning Consultant Strack stated that the planning commission began reviewing standards related to accessory structures to further define standards. Accessory structures are currently allowed in all zoning districts. The planning commission has developed language to be included in the ordinance. A public hearing was held at the February 17th planning commission meeting. No oral or written comments were received. The planning commission recommends the Council approve Ordinance 258.

Motion: CL/MM, all in favor to adopt Ordinance 258, an ordinance amending Section 1245.04 of the City Code relating to accessory structures.

Motion: CL/DS, all in favor to approve the summary of Ordinance 258 and allow for the publication of such.

Approve Vendor for Pavilion Liquor License: Administrator Helget provided background information regarding the liquor license at the pavilion. He also stated that two proposals had been received from local establishments to provide liquor sales at the pavilion. Representatives from both establishments were present and allowed time to introduce themselves and to highlight their proposals. Council discussed both options.

Motion: MM/CL, all in favor to approve the proposal from The Pour House Pub and directed city staff to enter into an agreement with The Pour House Pub to provide intoxicating liquor sales for certain events at the Willkommen Memorial Park Pavilion.

Ordinance No. 257, Amending 2015 Fee Schedule – Chapter 20: Council members discussed the permit increase and felt that increasing the fee would cause residents not to get a permit to change out water heaters and softeners.

No motion, Ordinance 257 failed.

Schedule Special City Council Meeting: Administrator Helget requested that a council workshop meeting be scheduled to review the proposed 2015 goals and objectives submitted by the Planning, Parks and Recreation, and the Economic Development Commissions, the Public Works and Public Utilities Departments and the City Administrator.

Motion: CL/DS, all in favor to schedule a special City Council workshop meeting for March 12 at 6:30 p.m.

Council Member Reports

No Reports

Mayor's Report: Mayor Diedrick reviewed coming events. She also stated that she attended the Transportation Day at the State Capital and the Southwest Corridor Transportation meeting.

Adjournment

Motion: DS/CL, all in favor to adjourn the meeting at 7:45 p.m.

Respectfully Submitted,

Diane Frauendienst
City Clerk-Treasurer

Mayor

CITY OF NORWOOD YOUNG AMERICA

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

To Be Approved: March 9, 2015

Pre-Paid Claims (Check Sequence #24161; 503076-503088)	<u>\$20,728.20</u>
Claims Pending Payment (Check Sequence#24162-24198)	<u>\$86,627.00</u>
Grand Total	<u>\$107,355.20</u>

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*Check Summary Register©

FEBRUARY 2015 to MARCH 2015

Name	Check Date	Check Amt	
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10100 CHECKING			
Paid Chk# 024161	HOSPITALITY MARKETERS INT. 2/27/2015	\$4,300.00	HOTEL MARKET STUDY
	Total Checks	\$4,300.00	

Check #	Employee Name	Pay Group	Check Amount	Check Date
503076	Hormann, Duane	SEMI-MONTHLY	\$670.33	27-Feb-15
503077	SCHRUPP, CHAD J	SEMI-MONTHLY	\$1,150.83	27-Feb-15
503078	WINTER, RYAN P	SEMI-MONTHLY	\$2,267.48	27-Feb-15
503079	ARETZ, BRENT R	SEMI-MONTHLY	\$2,319.95	27-Feb-15
503080	FRAUENDIENST, DIANE J.	SEMI-MONTHLY	\$1,452.57	27-Feb-15
503081	LENZ, DEBRA A	SEMI-MONTHLY	\$1,299.06	27-Feb-15
503082	MENZEL, ALICIA	SEMI-MONTHLY	\$944.39	27-Feb-15
503083	NEUBARTH, RICHARD	SEMI-MONTHLY	\$151.46	27-Feb-15
503084	SCHRUPP, JOHN O	SEMI-MONTHLY	\$1,281.35	27-Feb-15
503085	STENDER, DANIEL H	SEMI-MONTHLY	\$1,741.80	27-Feb-15
503086	Helget, Steven P	SEMI-MONTHLY	\$2,203.31	27-Feb-15
503087	KLOEMPKEN, JASON A	SEMI-MONTHLY	\$945.67	27-Feb-15
503088	KLEINBANK	SUMMARY CHECK	\$16,428.20	28-Feb-15

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MARCH 2015

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Paid Chk# 024162	3/9/2015	ABDO, EICK, & MEYERS			
E 101-41500-301		Auditing and Acct g Services	\$10,000.00	340098	CERTIFIED AUDIT
		Total ABDO, EICK, & MEYERS	\$10,000.00		

Paid Chk# 024163	3/9/2015	BOLTON & MENK, INC			
G 101-22100		Escrow Collected	\$2,674.00	0175013	FAMILY DOLLAR
		Total BOLTON & MENK, INC	\$2,674.00		

Paid Chk# 024164	3/9/2015	CARGILL SALT			
E 101-43100-224		Street Maint Materials	\$2,011.19	2902166066	SALT
E 101-43100-224		Street Maint Materials	\$1,962.56	2902168337	SALT
E 101-43100-224		Street Maint Materials	\$1,956.76	2902183071	SALT
E 101-43100-224		Street Maint Materials	\$1,939.34	2902186116	SALT
		Total CARGILL SALT	\$7,869.85		

Paid Chk# 024165	3/9/2015	CARVER COUNTY			
E 602-49450-500		Capital Outlay (GENERAL)	\$340.00	GIS1120	COST SHARING, PICTOMETRY
E 601-49400-500		Capital Outlay (GENERAL)	\$340.00	GIS1120	COST SHARING, PICTOMETRY
		Total CARVER COUNTY	\$680.00		

Paid Chk# 024166	3/9/2015	CARVERLINK-CARVER CO BROADBAND			
E 101-46500-321		Telephone	\$33.28		
E 101-49860-321		Telephone	\$28.31		
E 101-45500-321		Telephone	\$203.90		
E 101-43100-321		Telephone	\$40.00		
E 101-41940-321		Telephone	\$313.19		
E 101-41400-321		Telephone	\$133.12		
E 101-41320-321		Telephone	\$133.12		
E 101-41300-321		Telephone	\$133.11		
E 101-42200-321		Telephone	\$206.62		
E 101-42100-321		Telephone	\$66.56		
		Total CARVERLINK-CARVER CO BROADBAND	\$1,291.21		

Paid Chk# 024167	3/9/2015	CENTURY LINK			
E 101-41940-321		Telephone	\$34.93		
E 101-45200-321		Telephone	\$75.24		
E 601-49400-321		Telephone	\$94.38		
E 602-49450-321		Telephone	\$257.16		
		Total CENTURY LINK	\$461.71		

Paid Chk# 024168	3/9/2015	EMERGENCY RESPONSE SOLUTIONS			
E 101-42200-210		Operating Supplies (GENERAL)	\$404.70	3521	DRAGONFIRE GLOVE
		Total EMERGENCY RESPONSE SOLUTIONS	\$404.70		

Paid Chk# 024169	3/9/2015	EMTS			
E 101-42200-207		Training Instructional	\$1,950.00	1540	1ST RESPONDER, EMT REFRESHER
		Total EMTS	\$1,950.00		

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MARCH 2015

			Check Amt	Invoice	Comment
Paid Chk# 024170	3/9/2015	ENCOMPASS			
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$4,944.58	31302	PAVILION EVALUATION
	Total ENCOMPASS		\$4,944.58		
Paid Chk# 024171	3/9/2015	GOPHER STATE ONE-CALL, INC.			
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$6.52	132422	LOCATES
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$6.53	132422	LOCATES
	Total GOPHER STATE ONE-CALL, INC.		\$13.05		
Paid Chk# 024172	3/9/2015	HACH COMPANY			
E 601-49400-216	Chemicals and Chem Products		\$198.04	9243290	TOT CHLORINE
	Total HACH COMPANY		\$198.04		
Paid Chk# 024173	3/9/2015	HD SUPPLY WATERWORKS			
E 601-49400-221	Repair/Maintenance Equipment		\$426.71	D546648	CLAMPS
	Total HD SUPPLY WATERWORKS		\$426.71		
Paid Chk# 024174	3/9/2015	HILLYARD FLOOR CARE SUPPLY			
E 101-41940-221	Repair/Maintenance Equipment		\$232.99	700171427	PAVILION FLOOR SCRUBBER
E 101-41940-221	Repair/Maintenance Equipment		\$538.89	700171923	CLAY FLOOR SCRUBBER
	Total HILLYARD FLOOR CARE SUPPLY		\$771.88		
Paid Chk# 024175	3/9/2015	HOLIDAY FLEET			
E 101-43100-212	Motor Fuels		\$594.63		
	Total HOLIDAY FLEET		\$594.63		
Paid Chk# 024176	3/9/2015	HOME SOLUTIONS			
E 601-49400-221	Repair/Maintenance Equipment		\$58.94		
E 602-49450-221	Repair/Maintenance Equipment		\$58.93		
E 101-45200-221	Repair/Maintenance Equipment		\$22.38		
	Total HOME SOLUTIONS		\$140.25		
Paid Chk# 024177	3/9/2015	HYDRO ENGINEERING INC			
E 601-49400-221	Repair/Maintenance Equipment		\$56.57	69706	CAMLOCK, VALVE, BUSHING
E 101-43100-221	Repair/Maintenance Equipment		\$187.65	69707	TUBE
E 101-43100-350	Print/Publishing/Postage		\$11.86	69708	UPS CHARGE
E 601-49400-221	Repair/Maintenance Equipment		\$707.75	69741	RENTAL CHARGE
	Total HYDRO ENGINEERING INC		\$963.83		
Paid Chk# 024178	3/9/2015	INGERSOLL RAND			
E 253-49450-221	Repair/Maintenance Equipment		\$4,822.11	22975219	NON-CYCLING DRYER
	Total INGERSOLL RAND		\$4,822.11		
Paid Chk# 024179	3/9/2015	LANO EQUIPMENT			
E 101-45200-221	Repair/Maintenance Equipment		\$40.80	80182	TINE, REEL
	Total LANO EQUIPMENT		\$40.80		
Paid Chk# 024180	3/9/2015	LEAGUE OF MN CITIES			
E 101-45200-207	Training Instructional		\$40.00	214691	SCHRUPP & KLOEMPEN

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			Check Amt	Invoice	Comment
Total LEAGUE OF MN CITIES			\$40.00		
Paid Chk# 024181	3/9/2015	LINDS HOMETOWN HARDWARE			
E 101-45200-221	Repair/Maintenance Equipment		\$101.75		PARKS
E 101-42200-221	Repair/Maintenance Equipment		\$103.20		FIRE DEPT
E 602-49450-221	Repair/Maintenance Equipment		\$27.96		SEWER
Total LINDS HOMETOWN HARDWARE			\$232.91		
Paid Chk# 024182	3/9/2015	LOFFLER COMPANIES, INC.			
E 101-41400-437	Maintenance Contract		\$296.31	16612884	COPIER RENT
Total LOFFLER COMPANIES, INC.			\$296.31		
Paid Chk# 024183	3/9/2015	MINNESOTA VALLEY TESTING LAB			
E 601-49400-217	Lab Fees		\$89.00	738102	COLIFORM TESTING
Total MINNESOTA VALLEY TESTING LAB			\$89.00		
Paid Chk# 024184	3/9/2015	NCPERS 855401LIFE INS			
G 101-21705	PERA Life		\$28.00		LIFE INSURANCE
Total NCPERS 855401LIFE INS			\$28.00		
Paid Chk# 024185	3/9/2015	NEC FINANCIAL SERVICES LLC			
E 101-41400-437	Maintenance Contract		\$385.85	1781951	PHONE RENTAL
Total NEC FINANCIAL SERVICES LLC			\$385.85		
Paid Chk# 024186	3/9/2015	NYA TIMES			
E 101-45200-350	Print/Publishing/Postage		\$157.52	188673	SUMMER HELP
E 101-41320-350	Print/Publishing/Postage		\$30.24	190094	FEE SCHEDULE
E 101-41110-350	Print/Publishing/Postage		\$60.48	190095	COUNCIL MINS
E 101-41320-350	Print/Publishing/Postage		\$45.36	190096	ORDINANCE 256
E 101-49860-350	Print/Publishing/Postage		\$105.00	191131	POOL MANAGER
E 101-49860-350	Print/Publishing/Postage		\$105.00	191294	ASST POOL MANAGER
E 101-43100-350	Print/Publishing/Postage		\$157.48	193563	SUMMER HELP
E 101-49860-350	Print/Publishing/Postage		\$105.00	193564	POOL MANAGER
E 101-49860-350	Print/Publishing/Postage		\$105.00	193565	ASST POOL MANAGER
Total NYA TIMES			\$871.08		
Paid Chk# 024187	3/9/2015	POMASL FIRE EQUIPMENT INC			
E 101-42200-221	Repair/Maintenance Equipment		\$2,173.00	57667	FIRE HOSE
Total POMASL FIRE EQUIPMENT INC			\$2,173.00		
Paid Chk# 024188	3/9/2015	PRO AUTO & TRANSMISSION REPAIR			
E 101-42200-221	Repair/Maintenance Equipment		\$506.14	47972	LADDER TRUCK
Total PRO AUTO & TRANSMISSION REPAIR			\$506.14		
Paid Chk# 024189	3/9/2015	RUPP, ANDERSON, SQUIRES, PA			
E 101-41320-304	Legal Fees		\$180.00		COMM DEV
E 101-41500-304	Legal Fees		\$595.70		MISC ENG
E 101-41500-304	Legal Fees		\$795.00		ALLISON PROP
E 251-46331-304	Legal Fees		\$165.00		HARBOR

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MARCH 2015

			Check Amt	Invoice	Comment
Total RUPP, ANDERSON, SQUIRES, PA			\$1,735.70		
Paid Chk#	024190	3/9/2015	SHINGOBEE		
E 101-41320-430	Miscellaneous (GENERAL)		\$50.00		OVERPAYMENT OF PERMIT
Total SHINGOBEE			\$50.00		
Paid Chk#	024191	3/9/2015	SMITH OIL CO		
E 602-49450-212	Motor Fuels		\$132.23		
E 601-49400-212	Motor Fuels		\$132.23		
E 101-45200-212	Motor Fuels		\$103.69		
E 101-42200-212	Motor Fuels		\$57.00		FIRE DEPT
E 101-43100-212	Motor Fuels		\$241.93		
Total SMITH OIL CO			\$667.08		
Paid Chk#	024192	3/9/2015	TECHSTAR IT SOLUTIONS		
E 101-41400-437	Maintenance Contract		\$42.50	4548	FOOD SHELF PRINTER
E 101-41400-437	Maintenance Contract		\$238.50	4573	MARCH BACKUP
E 101-41400-437	Maintenance Contract		\$854.00	MSP-4564	MANAGED SERVICES
Total TECHSTAR IT SOLUTIONS			\$1,135.00		
Paid Chk#	024193	3/9/2015	UNIFORMS UNLIMITED		
E 101-42200-417	Uniform		\$286.98	238092	KELLER, THOMAS
Total UNIFORMS UNLIMITED			\$286.98		
Paid Chk#	024194	3/9/2015	US POSTAL SERVICE		
E 603-49500-350	Print/Publishing/Postage		\$134.11		MARCH H20 BILLS
E 602-49450-350	Print/Publishing/Postage		\$134.09		MARCH H20 BILLS
E 601-49400-350	Print/Publishing/Postage		\$134.09		MARCH H20 BILLS
Total US POSTAL SERVICE			\$402.29		
Paid Chk#	024195	3/9/2015	UTILITY CONSULTANTS		
E 602-49450-217	Lab Fees		\$678.15	88327	CBOD, TSS TESTING
Total UTILITY CONSULTANTS			\$678.15		
Paid Chk#	024196	3/9/2015	WWGOETSCH		
E 253-49450-404	Repairs/Maint Machinery/Equip		\$36,312.00	93867	RAS PUMPS FROM FLOODING
Total WWGOETSCH			\$36,312.00		
Paid Chk#	024197	3/9/2015	XTREME ELECTRICAL		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$483.76	15-5598	REPLACE LIGHTS AT CITY HALL
Total XTREME ELECTRICAL			\$483.76		
Paid Chk#	024198	3/9/2015	YOUNG AMERICA TOWNSHIP		
E 101-43100-224	Street Maint Materials		\$2,006.40		DUST CONTROL
Total YOUNG AMERICA TOWNSHIP			\$2,006.40		
10100 CHECKING			\$86,627.00		

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MARCH 2015

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Fund Summary

10100 CHECKING

101 GENERAL FUND	\$41,314.50		
251 HARBOR AT PEACE	\$165.00		
253 2014 FLOODING EVENT	\$41,134.11		
601 WATER FUND	\$2,244.23		
602 SEWER FUND	\$1,635.05		
603 STORM WATER UTILITY	\$134.11		
	<hr/>		
	\$86,627.00		



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: March 9, 2015

SUBJECT: Resolutions 2015-09 and 2015-10, Supporting Funding for U.S.
Trunk Highway 212

At a recent meeting held by the Southwest Transportation Coalition, it was requested that communities located along the Highway 212 corridor in Carver County adopt resolutions approving their support for funding efforts in the 2015 Legislative Session for Highway 212 and for the County Road 140 interchange.

There are two separate bills being introduced regarding Highway 212. One is HF 80 being authored by Representative Gruenhagen, which supports both the expansion of Highway 212 from 2 to 4 lanes from Carver to Cologne along with building an interchange at County Road 140 and Highway 212 in Chaska. The second bill is being introduced by Representative Hoppe and Senator Ortman and relates to the County Road 140 and Highway 212 interchange which is proposed to be included in the Bonding Bill.

Enclosed are two resolutions supporting both bills.

Suggested Motions:

Motion to approve Resolution No. 2015-09.

Motion to approve Resolution No. 2015-10

RESOLUTION NO. 2015-09

A RESOLUTION APPROVING SUPPORT FOR HOUSE BILL #80, A BILL TO APPROPRIATE MONEY FOR RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION OF MARKED TRUNK HIGHWAY 212 AND COUNTY ROAD 140 INTERCHANGE

WHEREAS, US Highway 212 in Carver County is the only 2-lane High Priority Interregional Corridor; and

WHEREAS, US Highway 212 is a vital Corridor for Commerce in the State; and

WHEREAS, US Highway 212 needs to be further extended to the west to County Road 43 in Carver County in order to maintain its importance as freight and commerce route connecting to the freeway system, to stimulate economic growth, to ease current and future traffic congestion, and to reduce its high fatal and serious injury crash rate; and

WHEREAS, preliminary design and environmental work has been completed on the first phase of the westward expansion; and

WHEREAS, the next steps are acquiring right-of-way, final design, and construction; and

WHEREAS, the proposed County Road 140 interchange has received planning approval and warrant analysis approval from both MnDOT and the Met Council; and

WHEREAS, the preliminary design of the County Road 140 interchange has also been completed and is a low investment, high return project that utilizes the existing bridge overpass; and

WHEREAS, the next steps are acquiring right-of-way, final design, and construction; and

WHEREAS, construction of the interchange at County Road 140 will mitigate current and future congestion in the region; and

WHEREAS, the westward expansion of US Highway 212 and construction of an Interchange at County Road 140 has been a partnership of Greater Minnesota and local jurisdictions in the Southwest Metro Area.

NOW THEREFORE, BE IT RESOLVED that the City of Norwood Young America, Carver County, Minnesota, hereby supports the submittal of Minnesota House Bill #80 including holding a hearing to consider thereof, which appropriates \$20,000,000 to expand US Highway 212 to the west and \$8,000,000 to construct the County Road 140 interchange.

Adopted by the City Council of the City of Norwood Young America, Minnesota this 9th day of March, 2015.

Tina Diedrick, Mayor

ATTEST:

Diane Frauendienst
City Clerk/Treasurer

RESOLUTION NO. 2015-10

A RESOLUTION APPROVING SUPPORT FOR APPLICATION TO INCLUDE COUNTY ROAD 140 INTERCHANGE IN GOVERNOR'S CAPITAL BONDING BILL FOR 2015

WHEREAS, US Highway 212 in Carver County is the only 2-lane High Priority Interregional Corridor; and

WHEREAS, US Highway 212 is a vital Corridor for Commerce in the State; and

WHEREAS, US Highway 212 needs to be further extended to the west to County Road 43 in Carver County in order to maintain its importance as freight and commerce route connecting to the freeway system, to stimulate economic growth, to ease current and future traffic congestion, and to reduce its high fatal and serious injury crash rate; and

WHEREAS, preliminary design and environmental work has been completed on the first phase of the westward expansion; and

WHEREAS, the next steps are acquiring right-of-way, final design, and construction; and

WHEREAS, the proposed County Road 140 interchange has received planning approval and warrant analysis approval from both MnDOT and the Met Council; and

WHEREAS, the preliminary design of the County Road 140 interchange has also been completed and is a low investment, high return project that utilizes the existing bridge overpass; and

WHEREAS, the next steps are acquiring right-of-way, final design, and construction; and

WHEREAS, construction of the interchange at County Road 140 will mitigate current and future congestion in the region; and

WHEREAS, the westward expansion of US Highway 212 and construction of an Interchange at County Road 140 has been a partnership of Greater Minnesota and local jurisdictions in the Southwest Metro Area.

NOW THEREFORE, BE IT RESOLVED that the City of Norwood Young America, Carver County, Minnesota, hereby supports the submittal of Minnesota House Bill #80 including holding a hearing to consider thereof, which appropriates \$20,000,000 to expand US Highway 212 to the west and \$8,000,000 to construct the County Road 140 interchange.

Adopted by the City Council of the City of Norwood Young America, Minnesota this 9th day of March, 2015.

Tina Diedrick, Mayor

ATTEST:

Diane Frauendienst
City Clerk/Treasurer



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: March 9, 2015

SUBJECT: Alcohol & Tobacco Delivery Service

As directed by the City Council, Jay Squires, City Attorney, has drafted an amendment to the City Code in respect to the licensing of alcohol and tobacco delivery service within the city. Proposed is to review the draft ordinance and determine: 1) if it is desired to proceed with the process of implementing such language in the City Code; 2) to implement language that would not to allow delivery service; or 3) not to make any change to the City Code which would allow delivery service with no regulating.

CITY OF NORWOOD YOUNG AMERICA
CARVER COUNTY, MINNESOTA
ORDINANCE NO. ____

AN ORDINANCE AMENDING THE TEXT OF CHAPTER 3 (LICENSING)

THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA HEREBY ORDAINS:

SECTION 1. AMENDMENT TO CHAPTER 3. The text of Chapter 3, Licensing, of the Norwood Young America City Code is hereby amended by adding a new Section 370 as follows:

Section 370 – Tobacco and Off-Sale Liquor Deliveries

370.01 Purpose. Because the City recognizes that many persons under the legal age purchase or otherwise obtain, possess, and use tobacco and liquor, and such sale, possession, and use are violations of State law, this Section is intended to discourage the potential illegal possession and use of tobacco and consumption of liquor and to protect persons under the legal age against the serious effects associated with the illegal use of tobacco and consumption of liquor.

370.02 Definitions. For the purposes of this Section, the words defined in Sections 300.02 and 400.02 have the same meaning.

370.03 License. No person shall deliver or offer to deliver any tobacco or liquor to any individual within the City limits without first having obtained a license to do so from the City.

Subd. 1 Application. Every person desiring a license under this Section shall file a verified application for the license in writing with the City Administrator in the form provided by the City. The applicant shall submit, along with the application form, a copy of the applicant's operating procedures, which shall specify how the applicant assures that delivery of alcohol or tobacco is made only to individuals of legal age. At a minimum, the procedures shall address the means in which the applicant requires proof of age at time of delivery. Compliance with the procedures shall be a condition of license issuance.

Subd. 2 Action. The Council may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the council shall approve the license, the City Administrator shall issue the license to the applicant. If the council denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the council's decision.

Subd. 3 Term. All licenses under this Section shall be valid for the calendar year, or portion thereof, in which the license is issued.

Subd. 4 Revocation or Suspension. Any license issued under this Section may be revoked or suspended as provided in the Violation and Penalties subsection of this Section.

Subd. 5 Transfers. All licenses issued under this Section shall be valid only for the person to whom the license was issued. No transfer of a license to another person shall be valid without the prior approval of the Council.

Subd. 6 Renewals. The renewal of a license issued under this Section shall be handled in the same manner as the original application. The request for a renewal shall be made before the expiration of the current license. The issuance of a license issued under this Section shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

370.04 Fees. No license shall be issued under this Section until the appropriate license fee is paid in full. The fee for a license under this Section shall be as set from time to time by the Council in the fee schedule.

370.05 Basis for Denial of License. The following shall be grounds for denying the issuance or renewal of a license under this Section; however, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the City must deny the license. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this Section.

- A. The applicant is under the age of 21 years.
- B. The applicant has been convicted within the past five years of any violation of a Federal, State, or local law, ordinance provision, or other regulation relating to tobacco or liquor.
- C. The applicant has had a license under this Section or a license to sell tobacco or liquor revoked within the preceding twelve months of the date of application.
- D. The applicant fails to provide any information required on the application, or provides false or misleading information.
- E. The applicant is prohibited by Federal, State, or local law, ordinance, or other regulation, from holding such a license.

370.06 Prohibited Deliveries. It shall be a violation of this Section for any person to deliver or offer to deliver any tobacco or liquor for which the sale and/or delivery of the tobacco or liquor is in violation of State law or City ordinance, including but not limited to, Section 300.06 and Chapter 4 of the City Code.

370.07 Contract with Seller. All tobacco and liquor deliveries must be made pursuant to a written contract between the licensee and a person or business holding a valid license to sell tobacco and/or liquor.

370.08 Completed Sales. All tobacco and liquor sales, including payment, must be completed prior to the delivery of the tobacco or liquor. It is a violation of this Section for the payment for tobacco or liquor to be completed at the delivery location.

370.09 Hours of Delivery. Liquor deliveries may only be completed Monday through Saturday 8:00 a.m. to 10:00 p.m.

370.10 Responsibility. All licensees under this Section shall be responsible for the actions of their employees in regard to the deliver of tobacco and liquor and the delivery of such items by an employee shall be considered a delivery by the license holder. Nothing in this section shall be constructed as prohibiting the City from also subjecting the employee to whatever penalties are appropriate under this Section, State law, or other applicable law or regulation.

370.11 Receipt Required. No licensee or his/her agent or employee shall deliver any tobacco or liquor to any place or premises without obtaining a receipt thereof, signed by the person receiving such tobacco or liquor and bearing the name of the purchaser and time, date and place of delivery. Such receipt shall be kept in the files of the licensee for a period of one year, and such files and receipts shall be made

available for inspection by the City. No delivery of tobacco or liquor shall be made to an underaged person.

370.12 Violations and Penalties. Upon discovery of a suspected violation, the violator shall be issued a citation by the City's designated law enforcement agent and given notice of his or her right to be heard on the accusation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense. Any person found to be in violation of this Section shall be guilty of a misdemeanor and shall be subject to the maximum penalty authorized by State law for a misdemeanor. In addition to any fine or other penalty, whether administrative, civil, or criminal, violation of this Section by a licensee under this Section shall be grounds for the suspension or revocation of the license. Before any license is suspended or revoked under this Section, the licensee shall be given notice of the accused violation and shall be given the right to request a hearing on the matter and to appeal the findings of the hearing on suspension or revocation.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective immediately upon its passage and publication.

Adopted by the City Council this ____ day of ____, 2015.

Mayor

ATTEST:

Diane Frauendienst, City Clerk/Treasurer



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: March 9, 2015
SUBJECT: Fire Department Items

Steve Zumberge, Fire Chief, will be present to review the enclosed Automatic Fire Service Aid Agreement. The proposed agreement would be between the City of NYA and the City of Hamburg. It provides that each party's fire department will automatically respond and assist the others department with all structure and grass fires.

Steve will also request: 1) the Rescue 11 truck be declared surplus property and sold; and 2) to close Morse Street north of the Dairy Queen to the High School main entrance on April 4th from 7:00 a.m. to 12:00 p.m. for the purpose of conducting a training burn at 526 Morse Street (All Saints Church property).

Steve will also introduce the Fire Department's newest firefighters.

Possible Motions:

Motion to approve the Automatic Fire Service Aid Agreement with the City of Hamburg.

Motion to declare the Rescue 11 Fire Truck as surplus property.

Motion to close a section of Morse Street on April 4, 2015 for purpose of conducting a fire training burn.

AUTOMATIC FIRE SERVICE AID AGREEMENT

This agreement made and entered into this the 10th day of March 2015, by and between the City of Hamburg and the City of Norwood Young America for the purpose of emergency response equipment and personnel.

PURPOSE

The purpose of this agreement is to provide for the automatic aid between the parties. This Agreement shall apply to all incidents requiring the need of a fire department, including all structure fires and grass fires where the first response is provided by a local fire department. Norwood Young America Fire Department will assist in responding to all structure fires and grass fires within the Carver County portion of the Hamburg Fire District. Hamburg Fire Department will assist in responding to all structure fires and grass fires within the city limits of Norwood Young America and all addresses south of Highway 212 located within the Norwood Young America Fire District.

DEFINITIONS

1. "Assistance" means fire personnel and equipment.
2. "Party" means a political subdivision.
3. "Responding Party" means a Party that responds to an automatic aid call outside of its jurisdiction.
4. "Receiving Party" means a Party that receives automatic aid.

PROCEDURE

All fire calls shall result in an automatic, simultaneous response from both parties. To accomplish this, the Carver County Communications Center shall simultaneously dispatch both parties.

1. Command of Scene. The Receiving Party shall be in command of the incident. The personnel and equipment of the Responding Party shall be under the direction and control of the Receiving Party.

WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its own equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

LIABILITY

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Chapter 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. Section 466.01, subdivision 6) of the Receiving Party.
2. The Receiving Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee or volunteer of the Responding Party for injury to, death of or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to an automatic aid call.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established by Minnesota Statutes, Chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's Protection Area subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

3. No Party to this Agreement or any officer of any Party shall be liable to any other Party or to any other person for failure to furnish Assistance to any other Party, or for recalling Assistance; both as described in this Agreement.

CHARGES TO THE REQUESTING PARTY

1. No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Receiving Party under the terms of this Agreement unless that Assistance continues for a period of more than 8 hours. If Assistance provided under this Agreement continues for more than 8 hours, the Responding Party will submit to the Receiving Party an itemized bill for the actual cost of any Assistance provided after the

initial 8 hour period, including salaries, overtime, materials, supplies and other necessary expenses; and the receiving Party will reimburse the Party providing the Assistance for that amount.

2. Such charges are not contingent upon the availability of federal or state government funds.

DURATION

Any Party may withdraw from this Agreement upon sixty (60) days written notice personally served or sent by registered mail to the other Party or Parties to this Agreement.

EFFECTIVE DATE

This Agreement shall be effective after all Parties have read, agreed to and signed this Agreement.

CITY OF HAMBURG

Mayor: _____
Richard Malz

Date: _____

City Clerk: _____
Jeremy Gruenhagen

Date: _____

CITY OF NORWOOD YOUNG AMERICA

Mayor: _____
Tina Diedrick

Date: _____

City Administrator: _____
Steve Helget

Date: _____



THE FIRE DEPARTMENT OF NORWOOD YOUNG AMERICA

310 Elm St W - PO Box 85 - NYA, MN 55368
Phone: 952.467.1840

- FDNYA HOME
- HISTORY
- FIRE STAFF
- PHOTO GALLERY
- STATISTICS
- FDNYA UNITS
- FDNYA Kids Zone
- EDUCATION & PREVENTION
- APPLICATION
- CONTACT US
- LINKS
- TRAINING SCHEDULE



ENGINE 11 Peterbilt Engine

Purchased in 2000, this engine is our primary engine and can respond to medicals, PI accidents and fire calls. It can transport up to 7 personnel, including 5 SCBAs. This vehicle hauls 750 gallons of water and has a 1250 g.p.m. pumping capacity. It is also capable of applying Class A fire retardant foam. Also transports vehicle extrication equipment. This vehicle is currently housed in FDNYA Station 1.



RESCUE 11 Ford Pickup

This 2003 Ford pickup was purchased by the department in September of 2001. It is used primarily to transport personnel to medicals, PI accidents and fire calls. It carries various medical equipment and backboards, along with road flares, safety cones, and more. It can carry up to 5 fire personnel to emergency scenes. 1222 also is used to haul 1221 (Polaris Ranger) on it's trailer. This vehicle is currently housed in FDNYA Station 1.



TANKER 11 Chevy Tanker

This 1996 Chevy Tanker was purchased by the department in November of 1995. It is used to haul water to rural fires, grass fires and car fires. It can also be used to transport personnel to fires and PI accidents. This vehicle is equipped with a winch and 150 gallon-per-minute pump. It can hold up to 2400 gallons of water. This vehicle is currently housed in FDNYA Station 2.



PARENTS AND EDUCATORS

Click here to
visit the Parents &
Educators page of
Sparky.org for fire
safety tools & resources





TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: March 9, 2015

SUBJECT: Property/Liability Insurance Renewal Report

Jeff Hebeisen, Citizens Insurance Services, will be present to review the City's premium for property and liability insurance that was recently renewed with the League of MN Cities Insurance Trust (LMCIT).