CITY COUNCIL AGENDA

November 23, 2015

6:30 PM

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

1. **Call Meeting of Economic Development Authority to Order**
   1.1 Pledge of Allegiance

2. **Approve Agenda**
   2.1 Approve minutes of September 28, 2015

3. **Adjournment**

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

2. **Approve Agenda**

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

   Deputy Sheriff Jeff Stratton – Quarterly Report

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

   4.1 Approve minutes of November 9, 2015
   4.2 Approve payment of claims
   4.3 Contract for 2016 Police Services

5. **Public Hearing**
   5.1 Delinquent Utilities and General Invoices
   5.2 Ordinance No. 268 - 2016 Fee Schedule
   5.3 Ordinance No. 269 - Solid Waste Haulers License Period

6. **Old Business**

7. **New Business**
   7.1 2015 Goals & Objectives Update
   7.2 Resolution 2015-25 - Certifying Delinquent Payment of Fees to Carver County Auditor
   7.3 Ordinance No. 268 - amending Chapter 20 Fees – adopting 2016 Fee Schedule
   7.4 Approve Summary and Publication of Ordinance No. 268
   7.5 Ordinance No.269 - amending Chapter 3 - Solid Waste Haulers License Period

7.6 Approve Summary and Publication of Ordinance No. 269
7.7 Family Dollar Variance Request
7.8 Equipment Replacement Proposal

8. **Council Member Reports**

9. **Mayor's Report**

10. **Adjournment**

***The following informational items have been included in the Council packet for informational purposes, council review and discussion. No action is required by the City Council: October Sheriff's Department Report, Highway 212 Speed Summary Report.**

UPCOMING MEETINGS & EVENTS

December 9th	**Economic Development Commission – 6:30 p.m.**
December 10th	**Senior Advisory Committee – 9 a.m.**
December 14th	**City Council – 6:30 p.m.**
December 15th	**Parks and Rec. Commission – 5:30 p.m.; Planning Commission – 7:00 p.m.**
December 28th	**EDA and City Council – 6:30 p.m.**

Norwood Young America Economic Development Authority Meeting Minutes
September 28, 2015

Council Present: Tina Diedrick, Mike McPadden, Dick Stolz, Carol Lagergren, and Craig Heher.
Council Absent: None.
City Staff Present: Executive Director Steve Helget, and Cynthia Smith-Strack of Municipal Development Group.
Also Present: Bill Grundahl - Planning Commission representative, Kelly Gregory, Young America Corporation, and Kelly Hayes.

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

All in attendance stood for the Pledge of Allegiance.

Approve Agenda:
Motion: DS/MM, all in favor to approve the agenda.

Approve minutes of September 14, 2015
Motion: MM/DS all in favor to approve the minutes from the September 14, 2015 meeting.

Adjournment
Motion: CL/CH all in favor to adjourn at 6:33 p.m.

Respectfully Submitted,

Steve Helget, Executive Director

Tina Diedrick, President

City of Norwood Young America,
310 West Elm Street, PO Box 59
Norwood Young America, MN 55368
www.cityofnya.com
952/467-1800

CITY COUNCIL MINUTES

Monday, November 9, 2015 – 6:30pm

Council Members Present: Tina Diederick, Mike McPadden, Carol Lagergren, Dick Stolz, Craig Heher
Council Members Absent: None
City Staff Present: City Administrator Steve Helget, City Clerk Kelly Hayes, Public Works Director Brent Aertz
Also Present: Brad Falteysek – ABDO, Beth Quist – Unkle Thirsty's, Adam Gruenwald – NYA Times, Charlie Storms – Planning Commission

Mayor Tina Diederick called the meeting to order at 6:30pm.

Approve Agenda
Motion: CH/DS, all in favor to approve agenda.

Introductions, Presentations, Proclamations, Awards, and Public Comment
Brad Falteysek from Abdo Eick & Meyers presented 3rd Quarter Financial Report

Consent Agenda
Motion: DS/CH, all in favor to approve Consent Agenda as follows:

4.1 Minutes of October 12 and October 27, 2015 meetings
4.2 Payment of claims
4.3 Optional 2:00am Closing Liquor License for Unkle Thirsty's at 105 Main St E
4.4 Street closing for the NYA Chamber of Commerce Holiday Extravaganza
4.5 Snow Hauling Proposal – Curfman Trucking and Snow Removal

New Business

7.1 Snow Blower and Bucket Sweeper Purchase Proposals

Brent Aertz presented proposals for a new snow blower and bucket sweeper. The snow blower was budgeted for replacement this year. Because it came in way under budget he proposed also purchasing a bucket sweeper.

Motion: DS/CL, all in favor to approve the purchase of the Snow Blower and the remaining money to be put back into the Capital budget and not used at this time for purchasing the bucket sweeper.

7.2 Solid Waste Request for Proposals

Currently the Solid Waste contracts are yearly. Steve Helget suggested having a multi-year contract to possibly get more of a cost savings and the proposals to include:

- Additional fees and surcharges
- Additional services that are
- Restrictions on weight of trucks

Motion: CL/CH, all in favor to approve Public Hearing regarding recommendations of multi-year solid waste contract on November 23 City Council Meeting.

Motion: CL/CH, all in favor to request proposals from Solid Waste companies to include all items mentioned above.

7.3 Ordinance No. 267, Access Driveways and Parking Lot Maintenance

Planning Commission recommended ordinance of access drive standards as suggested by Municipal Development Group to include:

CITY OF NORWOOD YOUNG AMERICA

VOUCHER LIST / CLAIMS ROSTER
and CHECK SEQUENCE

To Be Approved: November 23, 2015

Pre-Paid Claims (Check Sequence #503419-503431; 25041)	**$20,831.28**
Claims Pending Payment (Check Sequence #25042-25084)	**$62,692.41**
Grand Total	**$83,523.69**

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	DATE
503419	000000101	Hayes, Kelly	$1,420.43	13-Nov-15
503420	000000032	Hormann, Duane	$321.01	13-Nov-15
503421	000000096	NIESEN, CHRISTOPHER D	$1,219.03	13-Nov-15
503422	000000082	WINTER, RYAN P	$2,051.41	13-Nov-15
503423	000000203	ARETZ, BRENT R	$2,137.14	13-Nov-15
503424	000000233	KROELLS, RICHARD G	$26.42	13-Nov-15
503425	000000103	LENZ, DEBRA A	$1,298.84	13-Nov-15
503426	000000118	MENZEL, ALICIA	$1,024.29	13-Nov-15
503427	000000219	SCHRUPP, JOHN O	$1,291.07	13-Nov-15
503428	000000205	STENDER, DANIEL H	$1,325.66	13-Nov-15
503429	000000058	Helget, Steven P	$2,203.23	13-Nov-15
503430	000000060	KLOEMPKEN, JASON A	$1,062.07	13-Nov-15
503431		Klein Bank Summary	$15,380.60	

CITY OF NORWOOD YOUNG AMERICA

*Check Summary Register©

NOVEMBER 2015

	Name	Check Date	Check Amt	
10100 CHECKING				
Paid Chk# 025041	NEC FINANCIAL SERVICES LLC	11/6/2015	$5,450.68	PHONE BUYOUT
		Total Checks	$5,450.68	

CITY OF NORWOOD YOUNG AMERICA

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NOVEMBER 2015

		Check Amt	Invoice	Comment
10100 CHECKING				
Paid Chk# 025042	11/23/2015 **ARETZ, BRENT R**			
E 101-43100-211	Personal Protection Equipment	$50.00		BOOT REIMBURSEMENT
	Total ARETZ, BRENT R	$50.00		
Paid Chk# 025043	11/23/2015 **BOLTON & MENK, INC**			
E 601-49400-303	Engineering Fees	$1,209.50		WATER
G 809-22100	Escrow Collected	$942.50		BIERMANN
	Total BOLTON & MENK, INC	$2,152.00		
Paid Chk# 025044	11/23/2015 **BRYAN ROCK PRODUCTS, INC.**			
E 101-45200-223	Repair/Maintenance Bldg/Ground	$450.06		
E 101-43100-224	Street Maint Materials	$207.19		
	Total BRYAN ROCK PRODUCTS, INC.	$657.25		
Paid Chk# 025045	11/23/2015 **BUSINESS FORMS & ACCOUNTING**			
E 603-49500-200	Office Supplies (GENERAL)	$350.76	050451	UTILITY BILL
E 602-49450-200	Office Supplies (GENERAL)	$350.76	050451	UTILITY BILL
E 601-49400-200	Office Supplies (GENERAL)	$350.76	050451	UTILITY BILL
	Total BUSINESS FORMS & ACCOUNTING	$1,052.28		
Paid Chk# 025046	11/23/2015 **CARDMEMBER SERVICE**			
E 101-41940-223	Repair/Maintenance Bldg/Ground	$203.05		
E 101-42200-207	Training Instructional	$2,003.20		
E 101-49860-210	Operating Supplies (GENERAL)	$36.23		
E 101-45200-221	Repair/Maintenance Equipment	$92.33		
	Total CARDMEMBER SERVICE	$2,334.81		
Paid Chk# 025047	11/23/2015 **CARQUEST AUTO PARTS**			
E 101-43100-212	Motor Fuels	$769.00	5927-116261	OIL
E 602-49450-221	Repair/Maintenance Equipment	$37.00	5927-116760	AG BELT
E 101-43100-221	Repair/Maintenance Equipment	$23.29	5927-116874	GRINDING WHEEL
E 101-45200-221	Repair/Maintenance Equipment	$15.62	5927-117395	OIL FILTER
E 101-43100-221	Repair/Maintenance Equipment	$98.26	5927-117436	OIL FILTERS
E 101-43100-221	Repair/Maintenance Equipment	$19.39	5927-117437	COMB WRENCH
	Total CARQUEST AUTO PARTS	$962.76		
Paid Chk# 025048	11/23/2015 **CARVERLINK-CARVER CO BROADBAND**			
E 101-43100-321	Telephone	$68.31		
E 101-45500-321	Telephone	$243.70		
E 101-41320-321	Telephone	$194.96		
E 101-41400-321	Telephone	$194.96		
E 101-42200-321	Telephone	$84.93		
E 101-41300-321	Telephone	$194.95		
E 101-49860-321	Telephone	$33.75		
E 101-42100-321	Telephone	$97.48		
E 101-46500-321	Telephone	$48.74		
E 101-41940-321	Telephone	$221.55		

CITY OF NORWOOD YOUNG AMERICA

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NOVEMBER 2015

		Check Amt	Invoice	Comment
al CARVERLINK-CARVER CO BROADBAND		$1,383.33		
Paid Chk# 025049	11/23/2015 CENTER POINT			
E 602-49450-383	Gas Utilities	$419.87		
E 101-41940-383	Gas Utilities	$87.39		
E 101-42200-383	Gas Utilities	$11.86		
E 101-43100-383	Gas Utilities	$105.08		
E 101-45200-383	Gas Utilities	$109.57		
E 601-49400-383	Gas Utilities	$165.01		
E 101-45500-383	Gas Utilities	$22.19		314 ELM ST W
E 101-49860-383	Gas Utilities	$25.32		
	Total CENTER POINT	$946.29		
Paid Chk# 025050	11/23/2015 CENTRAL FIRE PROTECTION, INC			
E 101-42200-221	Repair/Maintenance Equipment	$62.25	34259	FIRE EXTINGUISHER
E 101-45200-221	Repair/Maintenance Equipment	$71.75	34259	FIRE EXTINGUISHER
E 101-41940-221	Repair/Maintenance Equipment	$186.25	34259	FIRE EXTINGUISHER
E 601-49400-221	Repair/Maintenance Equipment	$76.50	34259	FIRE EXTINGUISHER
E 602-49450-221	Repair/Maintenance Equipment	$76.50	34259	FIRE EXTINGUISHER
E 101-43100-221	Repair/Maintenance Equipment	$336.75	34259	FIRE EXTINGUISHER
Total CENTRAL FIRE PROTECTION, INC		$810.00		
Paid Chk# 025051	11/23/2015 COMMERCIAL ASPHALT CO			
E 101-43100-224	Street Maint Materials	$382.01		
Total COMMERCIAL ASPHALT CO		$382.01		
Paid Chk# 025052	11/23/2015 COUNTRYSIDE VET & FEED STORE			
E 101-42700-315	Animal Impounding	$20.00		IMPOUNDS
Total COUNTRYSIDE VET & FEED STORE		$20.00		
Paid Chk# 025053	11/23/2015 CULLIGAN WATER CONDITIONING			
E 602-49450-216	Chemicals and Chem Products	$9.00		DEIONIZATION RENTAL
Total CULLIGAN WATER CONDITIONING		$9.00		
Paid Chk# 025054	11/23/2015 ECONO FOODS			
E 602-49450-200	Office Supplies (GENERAL)	$8.41		SEWER
E 601-49400-200	Office Supplies (GENERAL)	$8.42		WATER
E 101-46500-430	Miscellaneous (GENERAL)	$33.95		EDC BREAKFAST
E 101-41940-210	Operating Supplies (GENERAL)	$45.58		CITY HALL
	Total ECONO FOODS	$96.36		
Paid Chk# 025055	11/23/2015 EMERGENCY RESPONSE SOLUTIONS			
E 101-42200-210	Operating Supplies (GENERAL)	$68.38	5126	ULTRA TUFF PIKE POLE
otal EMERGENCY RESPONSE SOLUTIONS		$68.38		
Paid Chk# 025056	11/23/2015 GRAINGER			
E 601-49400-221	Repair/Maintenance Equipment	$123.22	9889243599	COUPLING SLEEVE
	Total GRAINGER	$123.22		

CITY OF NORWOOD YOUNG AMERICA

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		Check Amt	Invoice	Comment
Paid Chk# 025057	11/23/2015 HAWKINS WATER TREATMENT GROUP			
E 601-49400-217	Lab Fees	$752.27	3794559	WATER DEPT
E 602-49450-216	Chemicals and Chem Products	$514.08	3796781	
tal	HAWKINS WATER TREATMENT GROUP	$1,266.35		
Paid Chk# 025058	11/23/2015 HAYES, KELLY			
E 101-41400-331	Travel/Meeting Expense	$66.48		MILEAGE & PARKING
	Total HAYES, KELLY	$66.48		
Paid Chk# 025059	11/23/2015 HEALTH PARTNERS			
G 101-21706	Hospitalization/Medical Ins	$12,135.72		INSURANCE
	Total HEALTH PARTNERS	$12,135.72		
Paid Chk# 025060	11/23/2015 HYDRO ENGINEERING INC			
E 101-43100-221	Repair/Maintenance Equipment	$685.50	73861	HR PLATE, SHOP
	Total HYDRO ENGINEERING INC	$685.50		
Paid Chk# 025061	11/23/2015 KWIK TRIP INC.			
E 101-42200-212	Motor Fuels	$6.01		FUEL
	Total KWIK TRIP INC.	$6.01		
Paid Chk# 025062	11/23/2015 LANO EQUIPMENT			
E 101-43100-221	Repair/Maintenance Equipment	$42.40	91174	CASTER WHEEL
	Total LANO EQUIPMENT	$42.40		
Paid Chk# 025063	11/23/2015 LINDS HOMETOWN HARDWARE			
E 101-42200-223	Repair/Maintenance Bldg/Ground	$14.39		
E 602-49450-223	Repair/Maintenance Bldg/Ground	$3.59		
	Total LINDS HOMETOWN HARDWARE	$17.98		
Paid Chk# 025064	11/23/2015 LOFFLER BUSINESS SYS LLC			
E 101-41400-437	Maintenance Contract	$134.79	2100025	COPIES
	Total LOFFLER BUSINESS SYS LLC	$134.79		
Paid Chk# 025065	11/23/2015 LUBE TECH			
E 602-49450-223	Repair/Maintenance Bldg/Ground	$121.56	703857	PROPYLENE GLYCOL
	Total LUBE TECH	$121.56		
Paid Chk# 025066	11/23/2015 MEDICO			
G 101-21715	Life Ins	$43.10		LIFE INSURANCE
	Total MEDICO	$43.10		
Paid Chk# 025067	11/23/2015 METRO WEST INSPECTION SERVICES			
E 101-42400-312	Building Inspection Fee	$731.26		PERMITS
E 101-42400-328	Rental Dwelling Inspections	$1,269.00		RENTALS
otal	METRO WEST INSPECTION SERVICES	$2,000.26		
Paid Chk# 025068	11/23/2015 MINNESOTA VALLEY PUMPING SERV			
E 602-49450-221	Repair/Maintenance Equipment	$6,822.00		

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		Check Amt	Invoice	Comment
Total MINNESOTA VALLEY PUMPING SERV		$6,822.00		
Paid Chk# 025069 11/23/2015 MINNESOTA VALLEY TESTING LAB				
E 602-49450-217	Lab Fees	$36.20	782525	
E 601-49400-217	Lab Fees	$89.00	783210	
Total MINNESOTA VALLEY TESTING LAB		$125.20		
Paid Chk# 025070 11/23/2015 MN DEPARTMENT OF HEALTH				
E 101-49860-406	LICENSES	$650.00		POOL LICENSE
Total MN DEPARTMENT OF HEALTH		$650.00		
Paid Chk# 025071 11/23/2015 MN MAYORS ASSOCIATION				
E 101-41110-433	Dues and Subscriptions	$30.00		DIEDRICK DUES
Total MN MAYORS ASSOCIATION		$30.00		
Paid Chk# 025072 11/23/2015 MOLNAU, SARAH				
E 101-46500-430	Miscellaneous (GENERAL)	$90.56		EDC REIMBURSEMENT
Total MOLNAU, SARAH		$90.56		
Paid Chk# 025073 11/23/2015 MUNICIPAL DEVELOPMENT GROUP				
E 101-46500-430	Miscellaneous (GENERAL)	$814.15	NYA REIMB O	REIMBURSEMENT
E 101-41320-305	Other Professional Fees	$616.10	NYA110915	PLANNING CONSULT
E 101-46500-305	Other Professional Fees	$2,817.67	NYAED111015	EDC CONSULT
Total MUNICIPAL DEVELOPMENT GROUP		$4,247.92		
Paid Chk# 025074 11/23/2015 NYA TIMES				
E 101-41400-350	Print/Publishting/Postage	$30.24		GARBAGE HAULERS AD
E 101-41320-350	Print/Publishting/Postage	$45.36		FAMILY DOLLAR
Total NYA TIMES		$75.60		
Paid Chk# 025075 11/23/2015 OVIVO USA, LLC.				
E 602-49450-223	Repair/Maintenance Bldg/Ground	$751.49	8467210	WEIR & BAFFLE KIT
Total OVIVO USA, LLC.		$751.49		
Paid Chk# 025076 11/23/2015 QUILL CORPORATION				
E 101-41400-200	Office Supplies (GENERAL)	$49.87	9262724	BRIGHT PAPER
Total QUILL CORPORATION		$49.87		
Paid Chk# 025077 11/23/2015 RUPP, ANDERSON, SQUIRES, PA				
E 101-41500-304	Legal Fees	$240.00		YAC
G 101-22100	Escrow Collected	$45.00		FAMILY DOLLAR
G 809-22100	Escrow Collected	$150.00		BIERMANN
E 101-41500-304	Legal Fees	$195.00		CENTER POINT FRANCHISE
E 101-41500-304	Legal Fees	$1,200.00		PERSONNEL
E 101-41320-304	Legal Fees	$135.00		COMM DEV
Total RUPP, ANDERSON, SQUIRES, PA		$1,965.00		
Paid Chk# 025078 11/23/2015 SMITH OIL CO				
E 601-49400-212	Motor Fuels	$195.70		

CITY OF NORWOOD YOUNG AMERICA

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		Check Amt	Invoice	Comment
E 602-49450-212	Motor Fuels	$195.71		
E 101-43100-212	Motor Fuels	$693.36		
E 101-45200-212	Motor Fuels	$297.16		
E 101-42200-212	Motor Fuels	$480.58		FIRE DEPT
	Total SMITH OIL CO	$1,662.51		
Paid Chk# 025079	11/23/2015 **UNITED LABORATORIES**			
E 101-43100-221	Repair/Maintenance Equipment	$211.72	INV137868	RUST CONVERTER
	Total UNITED LABORATORIES	$211.72		
Paid Chk# 025080	11/23/2015 **UTILITY CONSULTANTS**			
E 602-49450-217	Lab Fees	$943.55	90408	CBOD, TSS TESTING
	Total UTILITY CONSULTANTS	$943.55		
Paid Chk# 025081	11/23/2015 **VICKERMAN COMPANY**			
E 101-45200-223	Repair/Maintenance Bldg/Ground	$318.25	SI-945487	LED LIGHTS
	Total VICKERMAN COMPANY	$318.25		
Paid Chk# 025082	11/23/2015 **WIGFIELD DESIGN**			
E 101-41400-200	Office Supplies (GENERAL)	$122.91	885	LETTERHEAD
	Total WIGFIELD DESIGN	$122.91		
Paid Chk# 025083	11/23/2015 **WM MUELLER & SONS INC**			
E 101-43100-224	Street Maint Materials	$381.03	208397	3/8 MINUS
E 101-43100-224	Street Maint Materials	$57.00	208538	TACK OIL
E 101-43100-224	Street Maint Materials	$317.00	208539	3/8 MINUS
E 101-43100-224	Street Maint Materials	$80.75	208850	TACK OIL
E 101-43100-224	Street Maint Materials	$1,363.10	208851	3/8 MINUS
E 101-43100-224	Street Maint Materials	$760.80	208975	3/8 MINUS
E 101-43100-224	Street Maint Materials	$99.75	209091	TACK OIL
E 101-43100-224	Street Maint Materials	$1,360.56	209092	3/8 MINUS
E 101-43100-224	Street Maint Materials	$126.80	209195	3/8 MINUS
E 101-43100-224	Street Maint Materials	$109.25	209396	TACK OIL
E 101-43100-224	Street Maint Materials	$189.57	209397	3/8 MINUS
	Total WM MUELLER & SONS INC	$4,845.61		
Paid Chk# 025084	11/23/2015 **XCEL ENERGY**			
E 101-42200-381	Electric Utilities	$229.13		
E 101-49860-381	Electric Utilities	$103.02		
E 602-49450-381	Electric Utilities	$4,056.50		
E 601-49400-381	Electric Utilities	$521.99		
E 101-45500-381	Electric Utilities	$654.34		
E 101-45200-381	Electric Utilities	$341.11		
E 101-43100-381	Electric Utilities	$443.80		
E 101-42500-381	Electric Utilities	$10.33		
E 601-49400-381	Electric Utilities	$1,926.70		104 3RD AVE SE
E 101-41940-381	Electric Utilities	$1,435.96		
E 101-45200-381	Electric Utilities	$25.18		VETERANS PARK
E 101-43100-380	Street Lighting	$2,264.32		

CITY OF NORWOOD YOUNG AMERICA

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NOVEMBER 2015

	Check Amt	Invoice	Comment
Total XCEL ENERGY	$12,012.38		
10100 CHECKING	$62,692.41		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	$41,483.86
601 WATER FUND	$5,419.07
602 SEWER FUND	$14,346.22
603 STORM WATER UTILITY	$350.76
809 Escrow - Biermann	$1,092.50
	$62,692.41

TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: November 23, 2015

SUBJECT: Contract for 2016 Police Services

Enclosed is the proposed contract with the Carver County Sheriff's Office for police services for FY 2016. The following is a summary of service costs:

Personnel

Deputy	.7 (2080 FTE)	$65,878
Liaison Corporal	.9 (2080) FTE)	$84,701
Community Service Officer	364 hours	$11,291

Vehicle

Patrol Vehicle	.7	$16,173
		$178,043

Suggested Motion:

Motion to approve the 2016 Contract for Police Services with the Carver County Sheriff's Office.

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;

   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. la(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, 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	$16,173
TOTAL POLICE SERVICES	$178,043

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: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Administrator

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: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

Attest

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

City of Norwood Young America

DATE: November 23, 2015

TO: City Council

FROM: Debbie Lenz, Deputy Clerk

RE: Certification of Delinquent Utilities and Invoices

Attached for your review and City Council approval is Resolution 2015-25, a resolution certifying delinquent utility bills and invoices to property taxes. The City has made good faith efforts to collect these accounts, including sending proper notices to the property owners.

There are 1334 utility accounts of which 173 (13%) received notices.

A current delinquent summary list will be available at Monday's council meeting.

Staff recommendation: **Motion to adopt Resolution 2015-25, a resolution certifying unpaid fees for the City of Norwood Young America to the County Auditor for collection with 2016 taxes.**

RESOLUTION 2015-25

A RESOLUTION CERTIFYING UNPAID FEES FOR THE CITY OF NORWOOD YOUNG AMERICA TO THE COUNTY AUDITOR FOR COLLECTION WITH 2016 TAXES

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

WHEREAS, all delinquent accounts have been notified by mail that said charges must be paid by November 23, 2015, or said charges would be placed on their taxes for collection in 2016; and

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

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

1. Such charges, as shown on attached lists, are hereby certified to the Carver County Auditor for collection with the 2016 real estate taxes.

2. Such assessment shall be payable in one annual installment extending over a period of 1 year and shall bear interest at the rate of 8.0 percent per annum from the date of the adoption of this assessment resolution. Interest shall accrue on the entire assessment from the date of this resolution.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and the property owner may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

Adopted by the City Council this 23rd day of November 2015.

CITY OF NORWOOD YOUNG AMERICA

_____
Mayor

ATTEST:

_____
Kelly Hayes, City Clerk-Treasurer

City of Norwood Young America

To: City Council

From: Debbie Lenz, Deputy Clerk

Date: November 23, 2015

Subject: Ordinance 268 – Amend City Code Chapter 20 - Fees

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

The city has published the proper notice to hold a public hearing to amend Chapter 20 of the City Code to establish a fee schedule for the year 2016.

Recommended Motion: Approve Ordinance No. 268, an ordinance amending Chapter 20, Section 2000.02, Schedule A, of the Norwood Young America City Code regarding the year 2016 fees.

Recommended Motion: Approve Ordinance No. 268 summary ordinance for publication.

ORDINANCE NO. 268

AN ORDINANCE AMENDING THE FEE SCHEDULE IN CHAPTER 20 OF THE NORWOOD YOUNG AMERICA CITY CODE REGARDING THE YEAR 2016 FEES

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwood Young America, Carver County, Minnesota that the Fee Schedule established and authorized in Chapter 20, Section 2000.02, Schedule A, of the Norwood Young America City Code, adopted by Ordinance 185, is amended under this Ordinance No. 268, dated November 23, 2015, a copy of which is attached and on file in the office of the City Clerk, is hereby approved and shall become effective upon publication.

Adopted by the City Council this 23rd day of November 2015.

CITY OF NORWOOD YOUNG AMERICA

ATTEST:

Tina Diederick, Mayor

Kelly Hayes, City Clerk/Treasurer

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

2016 FEE SCHEDULE

Type	Terms & Conditions	2016 Fee
A. Animals		
Animal License		5.00
Duplicate Animal License Fee		5.00
Unlicensed fine		50.00
Animal pick-up charge	Base Charge	50.00
Impound Expenses	Actual Cost	-
Animal running at large/creating nuisance	1st Offense	10.00
	2nd Offense	50.00
	3rd Offense	150.00
	Subsequent Offenses (each)	250.00
Backyard Chickens Permit	Biennial	50.00
B. Business Permits/Service Charges		
Copy Cost	Per Page	0.25
Fax Cost	Per Page	1.00
Laminating Costs	Per 8 1/2 x 11 page	2.50
	Per 11 x 17 page	4.00
	Per card tag - including clip	3.00
Copy: Comprehensive Plan	Per Document	50.00
Copy: Zoning Ordinance	Per Document	25.00
Copy: Subdivision Ordinance	Per Document	20.00
Certification Fee	Per delinquent account assessment	25.00
Special Assessment Search		30.00
Returned Check Charge	Fee	35.00
Peddler License	Annual License	50.00
Solicitor License	Annual License	N/C
Telecommunications Permit		N/C
Waste Hauler Permit		100.00
Transient Merchant License		50.00
Fire Works - Temporary Tent/Stand		350.00
Fire Works - Permanent Store		100.00
City Facility Rental (per day)	Damage Deposit	200.00
Clay Community Building	Non-Profit Local - regular meetings	No Charge
Lions Shelter	Non-Profit local group/church- other events	75.00
Legion Shelter (pool)	All other rentals	125.00
Willkommen Park Pavilion	All events	350.00
	Non-Profit Local Group Rental	100.00
	Damage Deposit	300.00
Willkommen Pavilion sound system	Rental per day	50.00

Willkommen Park Gazebo	Per day	50.00
	Damage Deposit	100.00
Cemetery Lot Sales	Resident	400.00
	Non-Resident	600.00
Fire Dept. Emergency Call (non-resident of fire district)	Per call	500.00
Fire Department Service Call - Billing Rate	1st Hour (Minimum)	500.00
	Each Additional Hour	300.00

C. Equipment Rental - per staff approval (certain equipment rental required to be operated by staff)

12 KW Portable Generator	Per Hour - Plus Deposit *	200.00
120/230 Generator	Per Hour - Plus Deposit *	35.00
2 way plow for Loader	Per Hour - Plus Deposit *	30.00
4' Pump	Per Hour - Plus Deposit *	75.00
4 way plow	Per Hour - Plus Deposit *	30.00
Barricades	Per Day - Plus Deposit *	10.00
Beaver Tail Trailer	Per Hour - Plus Deposit *	40.00
Bobcat S-250	Per Hour - Plus Deposit *	90.00
Bobcat Tools (level bar, grapple forks, etc)	Per Hour - Plus Deposit *	20.00
Bobcat Workmates	Per Hour - Plus Deposit *	40.00
Bucket Truck	Per Hour - Plus Deposit *	150.00
Chipper	Per Hour - Plus Deposit *	50.00
Dump Truck	Per Hour - Plus Deposit *	100.00
Flail Mower	Per Hour - Plus Deposit *	90.00
Hand Tools	Per Day - Plus Deposit *	10.00
Jetter	Per Hour - 1 hour min. Operated by City Staff	300.00
Jetter plus Vacuum	Per Hour - 1 hour min. Operated by City Staff	500.00
Loader	Per Hour - Plus Deposit *	150.00
Mower	Per Hour - 1 hour min. Operated by City Staff	35.00
Camera equipment	Per Hour - Operated by 2 City Staff	100.00
Roller	Per Day - Plus Deposit *	30.00
Rotary Mower	Per Hour - Plus Deposit *	60.00
Rotating laser	Per Hour - Plus Deposit *	40.00
Tanker w/ pump	Per Hour - Plus Deposit *	100.00
Tractor	Per Hour - Plus Deposit *	90.00
Trailer	Per Day - Plus Deposit *	40.00
Trash Pump	Per Day - Plus Deposit *	20.00
Vacuum	Per Hour - 1 hour min. Operated by City Staff	250.00
Weed Whip	Per Hour - 1 hour min. Operated by City Staff	35.00
Wire Feed Welder	Per Hour - Plus Deposit *	35.00
Chain Saw	Per Hour - Plus Deposit *	30.00
125 KW Portable Generator - dual voltage	Per Hour - Plus Deposit *	250.00
Engine Powered Hydraulic Pump/PTO drive 0-2000/min	Per Hour - Plus Deposit *	300.00
Push Camera	Per Occurrence - Operated by City Staff	25.00
Smoke Trailer	Per Day	75.00
Labor - Business Hours	Per Hour - 1 hour Minimum	50.00
Labor - After Hours	Per Hour - 1 hour Minimum	90.00
*Deposit for Rentals		500.00

D. Liquor/Alcoholic Beverages

Intoxicating Liquor On-Sale		1200.00
Intoxicating Liquor Off-Sale		100.00
Wine License On-Sale		100.00
Sunday Liquor On-Sale		200.00
Temporary Intoxicating Liquor (1-3 Day)		25.00
3.2 Beer On-Sale		150.00
3.2 Beer Off-Sale		50.00
Temporary 3.2 Beer		25.00
Comsumption & Display Permit		100.00
Extended hours 2 am liquor license fee	On-Sale Intoxicating License Holder Permit	500.00
	3.2% Malt Liquor or Set Up Holder Permit	250.00
Liquor License Investigation Fee		up to 500.00
Wine License Investigation Fee		up to 500.00

E. Adult Use

Adult Use License Fee		1500.00
Adult Use Investigation Fee/Additional Investigation Fee		500.00

F. Fines & Violations

Nuisance Tree Abatement	Fine + cost	50.00
RV Parking (Temporary)	Permit	N/C
False Alarm (per 12 months)	First 3 Offenses	N/C
	4th Offense	50.00
	5th offense	100.00
	6th offense	150.00*
*each additional offense increases in increments of $50.00		
Sprinkling Ban Violation	First Offense	Warning
	2nd offense	50.00
	3rd offense	100.00
	4th offense	200.00
	each additional offense	200.00
Rental Dwelling Fines	Unlicensed Fee	250.00
	Unlicensed fee per day until license is obtained	10.00
	Violation Fee	50.00
	Violation fee per day until corrections are completed	5.00
Towing and Storage of Vehicles	Actual Cost from Tow Company	-
Nuisance Violation	Per Violation + Administrative Penalty + Cost of Abatement	50.00
Administrative Penalties	1st offense	50.00
	2nd offense	62.50
	3rd offense	78.13
	4th offense	97.66
	each additional offense increases by 25%	

G. Utility Rates

Water

Residential Water Base Charge	Per Unit, Per month	15.20
Commercial Water Base Charge	Per Unit, Per month	26.39
Residential Water Usage Charge (Per 1,000 gallons)	Tier I - 0 to 6,000 gallons used	3.45
	Tier II - 6,001 to 52,000 gallons used	4.46
	Tier III - 52,001 to 88,000 gallons used	5.25
	Tier IV - 88,001+ gallons used	6.77
Commercial Water Usage Charge (Per 1,000 gallons)	Tier I - 0 to 6,000 gallons used	3.45
	Tier II - 6,001 to 52,000 gallons used	4.46
	Tier III - 52,001+ gallons used	5.25
Water Plant Charge	Per unit, Per month	8.20

Sewer

Residential Sewer Base Charge	Per unit, Per month	9.00
Commercial Sewer Base Charge	Per Unit, Per month	9.00
Residential Sewer Usage Charge (Per 1,000 gallons)	Based on average water used in winter qtr	7.16
Commercial Sewer Usage Charge (Per 1,000 gallons)	Based on average water used in winter qtr	7.16
Water Sales	Private Truck	25.00
	Per 1000 gallons for NYA residents	3.60
	Per 1000 gallons for non-residents	8.30
Sewer Plant Charge	Per unit, Per month	5.00
On-line Utility Payment User Fee	Per transaction	3.50
Late Payment Penalty	% of unpaid balance	10 percent

Storm Water Drainage

REC Unit	Per month	4.90
Special Parcels		
Impervious Area	Per month	18.44/acre
Pervious Area	Per month	5.81/acre
SF Attached (Townhouse)	Per month	2.47
Commercial/Industrial		
0%-50% Impervious	Per month	8.98/acre
>50%-75% Impervious	Per month	13.69/acre
>75% Impervious	Per month	16.84/acre
Open Space	Per month	5.81/acre

H. Utility Connection Charges

Watermain Trunk Charge - per ERU	3900.00
Sewermain Trunk Charge - per ERU	3900.00
Water Hook-up Charge	125.00

Sewer Hook-up Charge		125.00
Storm Sewer Trunk Charge	Per ERU	750.00
Barnes Lake Outlet	Per ERU	250.00
Tacoma Ave N Improvement Fee		634.00
SAC/WAC Fees	See Spreadsheet	-
3/4" Residential Water Meter	Includes Meter, Horn, Swivels & Remote	360.00
1" Residential Water Meter	Includes Meter, Horn, Swivels & Remote	475.00
1 1/2" Commercial Water Meter	Includes Meter, Flange, & Remote	1420.00
2" Commercial Water Meter	Includes Meter, Flange, & Remote	1620.00
3" Commercial Water Meter	Includes Meter, Flange, & Remote	1980.00
3/4" Residentail Water Meter	Meter only	180.00
1" Residential Water Meter	Meter only	240.00
1 1/2" Commercial Water Meter	Meter only	1280.00
2" Commercial Water Meter	Meter only	1460.00
3" Commercial Water Meter	Meter only	1830.00
5/8 x 3/4 Meter Horn	Sales tax additional	55.00
1" Meter Horn - no lead	Sales tax additional	115.00
3/4 Swivel - no lead	Sales tax additional	15.00
1" Swivel - no lead	Sales tax additional	19.00
1" Male Swivel - no lead	Sales tax additional	20.00
1" Solder Swivel - no lead	Sales tax additional	20.00
Single Port Radio	Sales tax additional	140.00
Dual Port Radio	Sales tax additional	155.00
1 1/2" flange	Sales tax additional	40.00
2" flange	Sales tax additional	40.00
3" flange	Sales tax additional	50.00
Remote Reader	Replacement	250.00
Non-Seasonal Disconnect/Reconnect Charge	Each	75.00
Seasonal Disconnect/Reconnect Charge	Each	50.00
Curb Box Cover	Sales tax additional	115.00

I. Planning & Zoning

Comprehensive Plan Amendment/Change	Fee + Escrow*	500.00
City Code Amendment	Fee	250.00
Conditional Use Permit - Residential		200.00
Conditional Use Permit - Non-Residential		300.00
Interim Use Permit - Residential		200.00
Interim Use Permit - Non-Residential		300.00
Rezoning Application	Map	350.00
Zoning Amendment	Text	300.00
Variance - Residential		200.00
Variance - Non-Residential		300.00

Variance - Commercial		300.00
Site Plan Review	Fee + Escrow**	300.00
Lot Split		200.00
Boundary Line Adjustment		100.00
Sketch Plat Review	Fee + Escrow***	200.00
Subdivision	*Preliminary Plat (fee + $10/lot)	350.00
	*Final Plat (fee + $10/lot)	250.00
Planned Unit Development (PUD)	PUD Sketch Plan Fee + Escrow***	200.00
	*PUD General Concept Plan	400.00
	*PUD Final Plan	300.00
	*PUD Plan Amendment	300.00
	(PUD fees are in addition to plat fees)	
Street/Alley/Easement Vacation Application Fee		150.00
Annexation Application Fee		300.00
Storm Water Plan		250.00
Wetland Mitigation Plan	Fee + Escrow	100.00
Parking Reduction		100.00
Application for Appeal		150.00
Carver County Recording Fee		46.00

Developer Escrow Deposit - Required Payment by Certified Check

***Developer Escrow Deposit**	2000.00
****Developer Escrow Deposit** - Site Plan Review	5000.00
****Developer Escrow Deposit** - Site Plan Review Tacoma W Indusl Park	15000.00
*****Developer Escrow Deposit** - Development Review paid at Sketch Plan	10000.00

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

J. Park Dedication

Single Family	Per Lot	2500.00
Two Family	Per Unit	2500.00
Townhome	Per Unit	2500.00
Multi-Family	Per Unit	2000.00
Commercial/Industrial	Per Acre	5000.00

K. Storm Water

Basin Connection	Actual Cost

L. Building Construction

1. Building Permit Fee Calculation — 1997 Fee Schedule + 10%

Valuation

$1 to 500	25.85
$501 to 2000	$25.85 for the first 500 plus 3.36 for each additional 100 or fraction thereof, to and including 2,000.00
$2001 to 25,000	$76.25 for the first 2000 plus 15.40 for each additional 1000 or fraction thereof, to and including 25,000

$25,001 to 50,000	$430.45 for the first 25,000 plus 11.11 for each additional 1000 or fraction thereof, to and including 50,000
$50,001 to 100,000	$708.20 for the first 50,000 plus 7.70 for each additional 1000 or fraction thereof, to and including 100,000
$100,001 to 500,000	$1,093.20 for the first 100,000 plus 6.16 for each additional 1000 or fraction thereof, to and including 500,000
$500,001 to 1,000,000	$3,557.20 for the first 500,000 plus 5.23 for each additional 1000 or fraction thereof, to and including 1,000,000
$1,000,001 and up	$6,172.20 for the first 1,000,000 plus 4.02 for each additional 1000 or fraction thereof.

2. Building Department Inspection Fees

Building Permit Fee	100% of above fee schedule + state surcharge	
Residential Plan Check Fee	65% of building permit fee	
Commerical Plan Check Fee	65% of building permit fee	
Building Permit Investigation Fee	Charge when work done w/o permit (previous $45)	
Reinspection Fees/Additional Inspection fees	Each inspection	45.00
Rental Dwelling Inspection Fee	Minimum Fee	54.00
	3-5 units	18.00/unit
	6-10 units	17.00/unit
	11-20 units	15.75/unit
	21-40 units	14.75/unit
	41-100 units	13.50/unit
	101-200 units	12.50/unit
	200+ units	11.25/unit
Rental Dwelling Reinspection fee - beyond first follow-up inspection	Each inspection	45.00
Pre-Move Structure Inspections:		
House or shed/garage located outside city limits	$45.00 per hour plus mileage from inspector's office	
House located inside city limits	$45.00 per hour plus mileage from inspector's office	
Shed/garage located inside city limits	$45.00 per hour plus mileage from inspector's office	
Moved-In Structure Permit Fee:		
Moved-in House	fee + permit, plan review and state surcharge fees for foundation, interior remodel, and/or addition, including garage	250.00
Moved-In Shed/Garage	fee + permit, plan review and state surcharge fees for foundation, interior remodel and/or addition, including garage	125.00

3. Mechanical Permits

Heating/Cooling Permit - Residential	per fixture + surcharge	60/fixture
Heating/Cooling Permit - Commercial	Based on value, 1997 fee schedule + 10%	

4. Single Family Residential Plumbing Permits

Plumbing Permit	$5 per fixture (13+ fixtures)/minimum $60.00 (surcharge additional	
Residential Plbg Fixture Change Out (water heater/softner)	$15.00 plus $1.00 surcharge	16.00

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

6. General Permits (minor residential alteration)

Rewindow	55.00 permit + 1.00 surcharge	56.00
Reside	55.00 permit + 1.00 surcharge	56.00
Reroof	55.00 permit + 1.00 surcharge	56.00
Fence	55.00 permit + 1.00 surcharge	56.00

7. Miscellaneous

Mobile Home Move-In Permit		250.50
House Move-In Application	(In addition to building permit)	N/C
Curb Cut Damage Deposit		-
Curb Cut Inspection Fee		5.00
Street/Landscape/Driveway Deposit	Refundable	900.00
Utility Damage Deposit	Refundable	500.00
Tree Permit		N/C
Excavation Permit	Actual Cost from Engineer	-
Fill Permit	Actual Cost from Engineer	-
General Sign Permit (no plan review required)	55.00 permit + 1.00 surcharge	56.00
Residential Demolition Permit	100.00 permit + 1.00 surcharge	101.00
Commercial Demolition Permit	200.00 permit + 1.00 surcharge	201.00

M. <u>Swimming Pool Rates</u>

Season Pass	Family - includes immediate family	125.00
	Single pass - Adult	100.00
	Single pass - student	75.00
	Daycare	200.00
Daily Admission	Adults, per person per day	5.00
	Students, per person per day	4.00
10 Pass Punch Card	10 day pass	35.00
Group Rate (ten or more people)	10 people	35.00
	each additional person	3.00
Swim Lesson Fees	per person per session	45.00

N. <u>Labor/Staff Time (Billable Rates)</u>

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

O. <u>Special Use Vehicle Permits</u>

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

TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: November 23, 2015

SUBJECT: Ordinance No. 269, Solid Waste Haulers License Period

A public hearing has been scheduled for 6:30 p.m. for the purposed of considering an amendment to Chapter 3, Section 320.15(B) of the City Code. Proposed is to consider amending the solid waste haulers license period from one year to three years.

Suggested Motion:

Motion to adopt Ordinance No. 269, an ordinance amending Chapter 3, Section 320.15(B) of the City Code relating to the Garbage, Refuse, Recyclables license period.

CITY OF NORWOOD YOUNG AMERICA

ORDINANCE NO. 269

AN ORDINANCE AMENDING CHAPTER 3, SECTION 320.15(B) OF THE CITY CODE RELATING TO THE GARBAGE, REFUSE, AND RECYCLABLES LICENSE PERIOD.

I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA TO PROMOTE THE PUBLIC SAFETY, HEALTH, AND WELFARE, HEREBY ORDAINS CHAPTER 3 OF THE CITY CODE SHALL BE AMENDED BY AMMENDING SECTION 320.15(B) AS FOLLOWS:

Section 320 – Garbage, Refuse, Recyclables

320.01 Declaration of Public Policies and Purpose. The City Council finds that it shall be in the best interest of the public to encourage, and in certain instances, compel, the use of methods of disposing of waste which help preserve and benefit our environment; and the benefits to be derived from the enactment of this Section shall be in the best interest of the public.

320.02 Definitions. As used in this Section the following words and phrases shall have the meanings ascribed to them:

Approved Landfill Site or Disposal Depot. "Approved Landfill Site or Disposal Depot" shall mean a site for the disposal of waste approved by the County, and operated in accordance with the rules and regulations of the Minnesota Pollution Control Agency (MPCA).

Collection. "Collection" shall mean the aggregation of mixed municipal solid waste from the place at which it is generated and shall include all activities up to the time the waste is delivered to a waste facility.

Collector. "Collector" shall mean any person or company collecting or hauling the waste, garbage, or rubbish of another for hire.

Commercial Establishment. "Commercial Establishment" shall mean any premise where a commercial, industrial or agricultural enterprise of any kind is carried on, and shall include clubs, churches and schools.

Commingled (e.g., dumpster-type) Residential Collection. "Commingled Residential Collection" shall mean collections from any building consisting of more than one dwelling unit wherein each unit has an individual kitchen and wherein the mixed municipal solid waste of each unit is mixed with the waste of other units prior to the collection efforts of licensed haulers.

Construction Debris. "Construction Debris" shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair and demolition of building and roads.

Generator. "Generator" shall mean any person or company who produces or causes the production of mixed municipal solid waste.

Garbage. "Garbage" shall mean putrescible animal, vegetable or organic refuse resulting from the handling, preparation, cooking and consumption of food.

Individual (e.g., curbside) Residential Collection. "Individual (e.g., curbside) Residential Collection" shall mean collection from any building consisting of one or more dwelling units wherein each unit has an individual kitchen and wherein the mixed municipal solid waste of each unit is separately collected by licensed haulers.

Mixed Municipal Solid Waste. "Mixed Municipal Solid Waste" shall mean garbage, refuse, and other solid waste from residential, commercial, industrial and community activities which is generated and collected in aggregate, but excluding auto hulks or large auto parts, street sweepings, ash, construction debris, mining waste, sludges, household hazardous waste, tree and agricultural wastes, tires, lead acid batteries, used oil, yard waste, and other materials collected, processed, and disposed of as separate waste streams.

Multiple Dwelling. "Multiple Dwelling" shall mean any building used for residential purposes consisting of more than two (2) dwelling units with individual kitchen facilities for each.

Recyclable. "Recyclable" shall mean materials which can be separated from the mixed municipal solid waste stream for collection and preparation from reuse in their original form, or for other uses in manufacturing processes that do not cause the destruction of the recyclable materials in a manner that precludes further use.

Recycling Center or Recycling Depot. "Recycling Center or Recycling Depot" shall mean a site, either publicly or privately owned and operated, equipped to receive, handle, store and process recyclable materials.

Residential Dwelling. "Residential Dwelling" shall mean any single building consisting of two (2) or less dwelling units with individual kitchen facilities for each.

Rubbish. "Rubbish" shall mean nonputrescible solid waste of all kinds, combustible or noncombustible, consisting of tin cans, glass, paper, cardboard, yard clippings, wood, ashes, street sweepings and all other inorganic refuse.

Special Pick-up. "Special Pick-up" shall mean any collection of materials other than garbage, recyclables or yard waste, including white goods (e.g., large appliances), furniture, oversized materials, construction debris, and other materials collected, processed, and disposed of as separate waste streams.

Targeted Recyclables. "Targeted Recyclables" shall mean metal containers, glass containers, newsprint, or other materials described as follows:

A. Aluminum Recyclables. "Aluminum Recyclables" shall mean clean aluminum foil and all disposable containers fabricated primarily of aluminum and commonly used for soda, beer, or other beverages.
B. Bi-metal Recyclables. "Bi-metal Recyclables" shall mean cans containing or using two metals. More specifically, "tin" cans manufactured of steel and tin and which have all paper removed therefrom and both ends flattened. Bi-metal recyclables may be commingled with aluminum.

C. Glass Recyclables. "Glass Recyclables" shall mean all glass bottles and jars which shall be rinsed clean. Glass recyclables shall be considered to be three colors: clear, green, brown; and, each color shall be placed in a separate bag or box according to color and placed in the recycling container.

D. Paper Recyclables. "Paper Recyclables" shall mean paper of the type commonly referred to as newsprint. Bundled and tied, or placed in large brown paper grocery bags. Expressly excluded from paper recyclables; however, shall be all magazines with glossy paper or similarly constructed periodicals and paper products.

E. Waste. "Waste" shall be all encompassing and shall include all discarded matter or materials.

F. Yard Waste. "Yard Waste" shall mean organic materials consisting of grass clippings, leaves and other forms of organic garden waste, but excluding bushes, fibrous brush, woody materials, or other materials that are not readily compostible within a calendar year.

320.03 Compliance with Section Required. Every person occupying a residential dwelling, multiple dwelling, motel, store, restaurant, mobile home park, or commercial establishment, or combination thereof shall dispose of waste as provided in this Section.

320.04 Certain Accumulations Declared a Nuisance; Abatement. Any accumulation of garbage and other putrescible matter not stored in containers which comply with this Section or which has remained on the premises for more than one (1) week, or which is offensive by reason of appearance, odor or sanitation, or which creates a fire hazard, shall be hereby declared to be a nuisance and shall be abated as provided by Minnesota Statutes and this Code. The cost of abatement may be assessed against the property where the nuisance was found as provided in said Sections.

320.05 Standards for Containers.

Subd. 1 Generally; Notice of Defective Container. It shall be the duty of each person owning or maintaining containers for waste to maintain them in a sanitary condition. The containers shall be located in such a manner as to prevent them from being overturned and shall be kept free from any substance which shall attract or breed flies, mosquitoes, other insects or rodents. No waste container for a residential dwelling unit shall have ragged or sharp edges, or any defects liable to impede or injure the person collecting the contents thereof. Containers not complying with the requirements of this Section shall be promptly replaced by the person owning or maintaining upon notice by the City. Whenever a container is in poor repair the collector shall tag the container with a notice of defects and the requirements to repair or replace the container. A copy of the notice shall be given to the City, and if, upon the next collection date, the container has not been repaired or replaced, the collector shall notify the City and discontinue collection from the premises. The City shall then enforce the provisions of the penal section of this Code against the person owning or maintaining the defective container.

Subd. 2 Garbage. Garbage containers shall be easily handled and contain waste in such a manner as to not leak or spill its contents.

Subd. 3 Recyclables. Recyclable containers shall be of a kind suitable for collection purposes, and shall be of such size and weight that they can be handled by one (1) person.

320.06 Container Requirements for Multiple Dwellings. Multiple dwellings having more than two (2) family units shall either be equipped with waste containers and pickup service as provided in this Section or be equipped with a commercial incinerator complying with the requirements of the MPCA. Waste containers provided as an alternative to or in addition to the incinerator shall be at least one (1) cubic yard in capacity, shall be conveniently located in relationship to the residence units for which they are provided, shall be watertight, insect proof, rodent proof, and fireproof, and provided with a lid with the exception of recyclable containers. The person or company owning or operating the multiple residence

shall provide for pickup from the containers. Waste discard shall not be permitted to accumulate at or near the enclosure except in the container.

320.07 Reservation of Right to Alter Method Waste Collection. No collector licensed pursuant to this Section shall acquire a vested right in the license issued, and the City may, upon a finding that the public necessity requires, establish other means of waste collection.

320.08 Duty of Collectors Generally.

A. It shall be the duty of each licensed waste collector to pick up all waste of the licensee's customers which has been deposited for collection in the manner provided in this Section.
B. All waste, waste bags, wrappings, cans and disposable containers deposited for pickup as provided in this Section shall be picked up by the licensed collector so that no items shall be left adjacent to the street or alley. After pickup, reusable waste cans and containers shall be returned by the collector to the same place where deposited or situated for pickup.
C. Each licensee shall be responsible for his or her own billings, however, the licensee shall submit with his or her application for a license or renewal, a copy of the rates to be charged so that the city may verify compliance with State law.

320.09 Preparation of Waste for Collection; Prohibited Substances. Except as otherwise provided in this Section, all waste accumulated on any property shall be drained of all liquids, shall be wrapped or bagged and placed and kept in containers. No explosive or highly inflammable materials shall be prepared and placed in containers for collection. The explosive and highly inflammable materials shall only be disposed of as directed by the fire marshal of the City at the expense of the owner or possessor thereof.

320.10 Frequency of Disposal.

Subd. 1 Residential and Multiple Dwellings. Waste shall be disposed of at least once each week from residential dwellings and multiple dwellings.

Subd. 2 Commercial Establishments. Waste at any commercial establishment shall be disposed of at least once each week and at more frequent intervals if deemed necessary to protect the public health, and by order of the City.

320.11 Place Containers for Collection. In those areas where the premises are served by an alley, on the day of collection the waste containers shall be deposited for pickup adjacent to the alley from which the pickup is to be made. In those areas where the premises are not served by an alley, on the day of collection the waste or containers shall be deposited for pickup in a place on the premises, at a place either adjacent to the curbside or the building in accordance with the agreement between generator and collector.

320.12 Disposal of Waste to Be at Approved Sites Only. No person or company shall dispose of waste anywhere within the City except at an approved landfill site or disposal depot, recycling center or depot as defined in Section 320.01.

320.13 Owners Permitted to Dispose of Garbage. Nothing in this Section shall be construed so as to prohibit the owner or occupant from disposing of waste by delivering same to an approved landfill site, disposal depot, recycling center or depot.

320.14 Collection Vehicles. A licensed collector shall comply with the following requirements. Failure to observe these provisions may be grounds for the suspension or revocation of a license:

A. The licensee shall operate in a manner consistent with the application materials submitted to the City and shall provide notice to the City within ten (10) days of any change in the information.
B. No collection of mixed municipal solid waste or recyclable material shall be made except between the hours of 6:00 a.m. and 4:30 p.m., Monday through Friday. Operations during these

hours may also be conducted on Saturday, to accommodate recognized national holidays or a special pick-up. No collection of yard waste shall be made except between the hours of 6:00 a.m. and 4:30 p.m., Monday through Saturday. Customers shall be reasonably notified by the licensee of the specific day and hours for the collection of their yard waste, mixed municipal solid waste and/or recyclables and the licensee shall collect the materials within those time periods.

C. Each licensed collector shall only use vehicles and equipment so constructed that the contents shall not leak or spill. The vehicles and equipment shall be kept clean and as free from offensive odors as possible, and shall not stand in any street, alley, or public place longer than is reasonably necessary to collect mixed municipal solid waste, yard waste, and/or recyclables. The licensee shall also ensure that the collection site shall be left tidy and free of litter.

D. Each licensed collector shall provide its customers with an opportunity to recycle through the weekly curbside collection of targeted recyclables. The curbside collection of targeted recyclables shall be on the same day as the collection of the customer's mixed municipal solid waste, but may occur at a different time within that day. The targeted recyclables collection shall be from a location at or near the customer's mixed municipal solid waste collection site, or such other location mutually agreeable to the hauler and the customer. The licensee may specify how a customer is to place and prepare their targeted recyclables for collection. Upon collection the licensee shall also be deemed the owner of the recyclables and upon collection, the licensee may market or sell them. Nothing in this Section shall be construed to prevent a licensee from offering curbside collection for other recyclable material or other "special" pickups, in addition to the targeted recyclables.

320.15 License Required.

A. No person shall collect or haul mixed municipal solid waste or recyclables collected in the City without first securing a license from the City. No more than two concurrent licenses shall be issued in any calendar year.

B. The license shall be valid for ~~one calendar~~ three years and shall expire on December 31 of ~~each~~ the third year unless revoked sooner. Each license shall be renewable.

C. An applicant for a license shall make application to the City Administrator through forms and procedures prescribed by the City Administrator.

D. The annual license fee shall be as established by resolution of the City Council from time-to-time and shall be payable in full in certified funds at the time of application.

E. The City Administrator shall issued a license only after receipt, review, and approval by the Council of all required forms and fees.

F. The license requirements of this Section shall not apply to persons who haul garbage, refuse, or recyclables from their own residents or business properties, provided that the following conditions shall be met:

1. Garbage shall be hauled in containers equipped with tight fitting covers and which shall also be watertight on all sides and the bottom;
2. Waste and recyclables shall be hauled in a manner that prevents leakage or any possibility of a loss of cargo;
3. Garbage and waste, except recyclables, shall only be dumped or unloaded at designated sanitary landfills or other facilities authorized by Carver County;
4. Recyclables shall only be dumped or unloaded at a recycling facility, an organized recycling drive, or through licensed collectors;
5. Yard waste shall be privately composted or shall only be dumped or unloaded at a composting facility authorized by Carver County, or through a licensed collector.

320.16 Contents of Application. Each application for license required by this Section shall include:

A. The name, address, telephone number, Social Security number and Minnesota Tax Identification number of the owner or owners of the business;
B. A description of the types and makes of motor vehicles and equipment used;
C. The extent and source of public liability and property damage insurance carried on the motor vehicles and equipment used;
D. A schedule of the charges to be made to customers and the time period that the charges shall remain effective;
E. The place of disposal of waste collected; and
F. Such other information as may be required.

320.17 Insurance Requirements.

A. The minimum limits of coverage for insurance required by this Section shall be:
    1. Each person injured, at least $250,000.00.
    2. Each accident, at least $500,000.00.
    3. Property damage, at least $100,000.00.
B. The insurance shall be kept in force during the term of the license and shall provide for notification to the City prior to termination or cancellation. The license shall provide evidence of effective insurance coverage to the City within five (5) days of a written request for certification of coverage.
C. Any license issued pursuant to this Section shall automatically be revoked upon notice of termination or cancellation of the insurance and shall remain revoked until and unless other insurance shall be provided as required in this Section.

320.18 Suspension or Revocation of License. Upon the recommendation of the City Administrator or on its own motion, the City Council may suspend or revoke the license of any person whose conduct shall be found to be in violation of the provisions of this Chapter. Suspension or revocation may also be based on other health, safety, or welfare concerns arising out of the performance of the licensee, its employees and agents, and/or its vehicles and equipment. Revocation or suspension of a license by the Council shall be preceded by a public hearing conducted in accordance with Minnesota Statutes, Sections 14.57 to 14.70. The City Council may appoint a hearing examiner or may conduct a hearing itself. The hearing notice shall be given at least ten (10) days prior to the hearing, include notice of the time and place of the hearing, and shall state the nature of the charges against the licensee.

320.19 Unlawful Collection. It shall be a misdemeanor for any person or business to scavenge, collect, or otherwise remove mixed municipal solid waste, recyclables, or yard waste that has been placed at the curb or in recycling containers, without a license from the City and an account relationship with the owner, lessee, or occupant of the premises.

320.20 Additional Recyclables. Additional recyclable materials may be designated as targeted recyclables by resolution of the City Council after the effective date of the enactment of this Code. The designation process shall be as follows:

A. Each licensed collection shall be given 120 days written notice of proposed additions to the list of targeted recyclables. The notice shall specifically describe the material(s) proposed for addition and also describe how the addition might affect the duties and obligations of a licensee.
B. Each licensed collector shall also be given written notice at least ten (10) days in advance of the time and date of the City Council meeting that shall consider the proposed addition to the list of the targeted recyclables.

C. Notice shall be deemed given by regular mail, to the address provided on the most recent license application or renewal form.

II. EFFECTIVE DATE: THIS ORDINANCE IS EFFECTIVE UPON ITS ADOPTION AND PUBLICATION AS PRESCRIBED BY LAW.

Adopted by the City of Norwood Young America on the 23rd day of November, 2015.

_____
Tina Diedrick, Mayor

Attest:

_____
Kelly Hayes, City Clerk-Treasurer

TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: November 23, 2015

SUBJECT: 2015 Goals & Objectives Update

Earlier this year the City Council adopted a consolidated list of 2015 goals and objectives for each City Department and Commission. Representatives of each respective Department and Commission will be present to review and provide a progress report on its goals. An update of the Public Utility Department's goals will be distributed at the meeting.

Suggested Motion:

CITY OF
NOWOOD YOUNG AMERICA

2015
GOALS & OBJECTIVES

PROGRESS REPORT
NOVEMBER 23, 2015

CITY ADMINISTRATOR GOALS

Goal: Work toward achieving financial goals identified in Financial Plan

Objectives:

1. Determine priorities/timelines for Capital Improvement Projects identified in Financial Plan.

Completed forensic structural investigation of the Pavilion and Old Town Buildings. Currently pursuing repair/rehab options.

Commenced discussions on timeframes for the Oak Lane / Tacoma Avenue Utility Project; and Merger / Webster Street Project.

Goal: Update Capital Replacement Schedule

Objectives:

1. City staff will review and update schedule and present to City Council for consideration and adoption. Update completed. The Capital Replacement Schedule is included the 2016 – 2020 Financial Plan scheduled for City Council consideration and adoption at the December 14, 2015 regular meeting.

Goal: Employee Handbook Update

Objectives:

1. The Personnel Committee and Department Heads will review the entire Employee Handbook utilizing League of MN Cities personnel policy template and suggestions/comments from City Attorney.

The Personnel Committee has been working on this update most of the year and are near completion. The proposed new Personnel Policy will be presented to the City Council for consideration and adoption in January 2016.

Goal: Establish Safety Program

Objectives:

1. Reestablish Safety Committee.
2. Review and update Safety Program and policies. Present to City Council for consideration and adoption.

The Safety Committee has been reestablished with the AWARE and Safety Program approved by the City Council. The Committee has a regular monthly meeting schedule.

Goal: Renew Franchise Agreement with Mediacom

Notice has been given to Mediacom of the City's intent to renew the Franchise Agreement and Mediacom has acknowledged receipt of said notice.

Commenced the process of establishing a Franchise Agreement with Jaguar Communications who desires to provide Cable TV service in Norwood Young America. Franchise Agreement will be presented to City Council for consideration and adoption in January/February 2016.

Goal: Establish Minnesota Valley Electric Cooperative Franchise Agreement

Did not commence process. Will be included on 2016 Goals.

Renewed the Franchise Agreement with CenterPoint Energy.

Goal: Establish Public Utilities Commission. Have not commenced. Will consider establishing in 2016.

Goal: Establish Investment Policy – In place.

Goal: Establish Quarterly City News Briefs – Budgeted for and to begin in 2016.

FIRE DEPARTMENT GOALS

Goal: Develop an Emergency Action Plan that includes pre-determined tasks for City Council and staff. Fire Chief Zumberge and Assistant Chief Thomas completed the NIMS 300 course which is a 24-hour course focusing on implementing emergency action plans.

Goal: Implement a citywide alert/message system. Currently considering two separate citizens alert telephone apps.

Goal: Work on curb appeal at both Fire Stations. The south station will painted in the spring 2016.

PUBLIC WORKS DEPARTMENT GOALS

Goal: Perform Street and Other Maintenance

Objectives:

1. Solicit proposals for seal coating, crack sealing, and patching. Completed
2. Conduct citywide Tree Trimming. This will be an early winter project.
3. Willkommen Park – level out all brick sidewalk. Did not complete.

Goal: Commence Department Staff Street Sweeping

Objectives:

1. Contact Carver County and Cities of Carver and Victoria and attempt to partner for use of street sweeper. Have an agreement with the City of Waconia to utilize their new street sweeper. A written agreement will be presented to the City Council for consideration and adoption in December 2015.

Goal: Update Street Maintenance Agreement with Carver County. Have been working with Carver County Public Works and are near completion. Anticipate and agreement will be presented to the City Council for consideration and adoption early in 2016.

Goal: Replace old/faded Street Signs and Evaluate Stop vs. Yield Signs. Replaced a number of signs.

Goal: Replace Swimming Pool Heaters and install new landscaping around Pool. The pool heaters have been replaced. Landscaping was not completed.

Goal: Consider/Research New City Logo for Community Entrance Signs. Nothing was completed on this item.

PUBLIC UTILITIES DEPARTMENT GOALS

Goal: Complete change-out of Pumps, Electrical, Motors, and Control Systems at WWTF

Goal: Establish Inflow & Infiltration Program

Objectives:
1. Conduct Smoke Testing.
2. Research other communities that have established a program.
3. Determine estimated cost and timeframe for completion and develop a Plan.

Goal: WWTF Tank Maintenance

Objectives:
1. Drain all tanks (Primary Clarifiers, Aeration Basins, Final Clarifiers and Digester) removing rags and grit. Clean Trickling Filters.
2. Solicit proposal to clean Digester.

Goal: Establish Maintenance Schedule for WWTF and Water Plant

Goal: Flush Fire Hydrants and Jetting Sanitary Sewer Mains

Objectives:
1. Conduct training of Vac Truck and Jetter with Public Works Department staff.

Goal: Install Fiber Optic at WWTF and Water Plant

Objectives:
1. Coordinate with Jaguar Communications for installation.

Goal: Update Utility Maps utilizing Carver County GIS

PARKS AND RECREATION COMMISSION GOALS

Goal: Casper Park – remove the existing wood play structure. Completed.

Goal: Willkommen Park – hire/consult with a design/build contractor to provide an estimate for repairing the Old Town Buildings. Based on estimate determine course of action. The consultant report was completed and reviewed. Currently pursuing repair/rehab options.

Goal: Willkommen Park – remove the existing bathrooms. Completed. Currently considering/researching replacement options.

Goal: South Park – replace the existing basketball rims, backboards, and poles. Completed.

Goal: South Park – consider/determine future improvements to the park that can be completed without reconstruction of South Street. Nothing completed at this time.

Goal: Friendship Park – coordinate with NYA Lions Club improvements to playground structures and park in general. Project completed. The Lions Club donated $40,000 towards the purchase of new playground equipment.

Goal: Sports Complex – prepare for 2017 Men's State Amateur Baseball Tournament. Nothing completed at this time.

Goal: Dog Park – continue to consider establishing a park. In 2014, completed research on establishing a park. Due to limited financial resources, still considering whether or not to establish the Dog Park.

Goal: Preserve 3rd Addition, Outlot A – develop a park/preserve plan. Nothing completed at this time. Must complete in 2017.

Goal: Park Trash Containers – purchase additional containers for parks. Completed.

PLANNING COMMISSION GOALS

Goal: Zoning Code Updates/Amendments

Objectives:

1. Review/consider amendments to Accessory Structures and Home Occupations Sections. Completed and adopted by City Council.
2. Consider amending Sign Regulations section that pertains to volume of directional signage and number of wall signs per building face. Nothing completed at this time.
3. Review/consider amendments to driveway standards and landscaping requirements. Completed and the City Council adopted new driveway standards for commercial, industrial, and multi-family zoning districts.
4. Consider establishing section on aging in place through the use of accessory apartments. Currently working on.

Goal: Review Official Zoning Map. Completed.

Goal: Review NYA Legacy Greenway Concept Plan. Nothing completed at this time.

Goal: Review Nuisance section of City Code and make Updates/Amendments. Completed and adopted by the City Council.

Goal: Establish Dwelling Unit Minimum Sizes. Completed and adopted by the City Council.

2015 Norwood Young America EDC Annual Report

*The **Mission** of the Norwood Young America EDC is to orchestrate economic growth through promotion and retention of businesses, while identifying and attracting businesses that contribute to a healthy, vibrant community.*

*Our **Vision** is to be the premier, comprehensive resource for the diverse and dynamic business community.*

Meetings: The Norwood Young America EDC met in session 13 times in 2015 including 11 regular meetings and two workshop sessions.

EDC Membership included:
Kyle Strickfaden, Chairman
Julie Schmidt, Vice Chair
Craig Heher, Secretary
Tina Diedrick
Mike McPadden
Bruce Mathwig
Sarah Molnau
Doane Baber
Charlie Storms

2015 Goals and Strategies – The EDC established five primary goals for 2015. Following is a summary of the goals and activities completed to accomplish each.

1. **Define business needs within the Community**
   - Conducted a **Business Survey**, with 27 businesses responding
   - Completed a **Resident/Consumer Survey** with 128 households participating.
   - Engaged the services of Keith Wicks & Associates who is currently completing a **Commercial Market Study/Analysis**
   - Completed an initial phase of a **Hotel Market Study**, which indicated the weekday traffic would not currently support a hotel.

2. **Identify ways to expand the role of the EDC**
   - Developed a **Mission Statement and Vision**
   - Developed a **Finance Committee** and provided a **low interest loan** to one business
   - EDC members participated in the MnCAR Trade Show, Manufacturers Week, Tours of local businesses and monthly meetings.

3. **Encourage collaborative efforts with other stakeholders in the community.**
   - Participated in Chamber of Commerce activities including meetings.
   - EDC members and staff participated in **business tours** at Vickerman, Waconia Manufacturing, Yeager Machine and Hydro Engineering
   - Local manufacturers, chamber members and EDC members participated in a **Manufacturer's Week breakfast** on Oct. 7th, with a speaker from DEED.

4. **Promotion and Marketing**
    - Created a **NYA brochure**
    - Subscribed to **MnCAR's on-line commercial listing**
    - Participated in the **MnCAR Expo** on October 28, 2015
    - Purchased and distributed NYA cork **coasters** at Expo
    - Conducted a **ribbon cutting** at 180 Collision, LLC.

5. **Identify Resources Available for Economic Development**
    - Worked in cooperation with Carver Co. CDA on prospect that was looking at Young America Corp building.
    - Worked in cooperation with MCCD and Open for Business, providing several businesses with the contact information for free consulting services through this organization.

New businesses/expansions in Norwood Young America in 2015 included:

- Family Dollar, Faxon Road new construction underway
- The Haven, new senior housing. Ground breaking was held on March 31st
- Joyful Spirit Massage & Wellness, 218 Wilson St. E
- New owners of the Young America Corp. building – Cornerstone Investors
- A small light manufacturing/service located in 223 Elm Street
- Rogomobiles started a small car sales lot at 300 Industrial Blvd
- A new mini-storage building was constructed at 28 Industrial Blvd

Business Prospects the EDC/Staff worked with also included:

- A company seeking a corporate headquarters for 3-50 professionals. Site visits were conducted with information on the community provided in October and November. Norwood Young America is one of three sites on the finalist list, with a determination to be made after Thanksgiving.
- The EDC started the year working with a company planning to purchase and locate in the Young America Corp. building. Meetings were held regarding various local, county and state finance programs, tours of the building with contractors and the fire department were completed etc. Unfortunately the sale fell through for reasons outside the EDC's control.
- Several small businesses were provided with referrals to MCCD's Open to Business. Their staff assisted at least four business prospects.
- Information on the community, sites and financial programs were provided to approximately 20 business prospects.
- On-line submittals were made to various commercial/industrial realtors seeking sites through the MnCAR exchange.

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

From: Cynthia Smith Strack, Consulting Planner

Date: November 18, 2015

Re: Legal Non-Conforming Parking - Variance Request: Family Dollar

---

Applicant:	Owner SMR Acquisitions, Lessee Family Dollar
Subject Property Address:	713 Faxon Road
Legal Description:	Lot 2, Block 1 YA Addition
Property ID:	588490020
Zoning Class:	C-2 General Business
Request:	Existing Legal Non-Conforming Parking Status Confirmation Variance

Background

FD NYA MN Faxon Rd LLC has filed an application to confirm through a variance the existence of legal non-conforming parking stalls adjacent to the southern lot boundary at 713 Faxon Road. The Applicant is requesting a variance as confirmation; it is not required by the City as the parking stalls are classified as existing, legal non-conforming. The existing parking stalls pre-date the construction of a retail variety store and are less than the required ten (10) feet from a property line. As indicated in the application:

"It is FD Norwood Young America's understanding that the City does not require a variance of Section 1250.05(B) of the Ordinance to approve the Encroaching Spaces because the Encroaching Spaces pre-exist the Project, are legal non-conforming, and the encroachment is therefore 'grandfathered in'. However, for completeness sake, FD Norwood Young America is requesting this variance".

Attachments

Please find attached:

1. A complete copy of the variance application.
2. Letter from Thomas R. Wentzell Attorney representing Faxon Road Investors, LLC owner of property at 717 Faxon Road.
3. Excerpt of draft minutes from the Planning Commission public hearing held November 17.
4. Sample resolution approving/denying the variance request.

Examination of Zoning Regulations
Chapter 1200.04 of the City Code defines a structure as *"Structure. Anything constructed or erected including buildings and streets, the use of which requires permanent location of the ground or attachment to something having a permanent location on the ground."*

The same Chapter defines a nonconforming structure as *"Nonconforming Structure. A structure, which is used in accordance with the use requirements of the zoning district but does not meet the dimensional requirements (setbacks, etc.) of the district within which located."*

Chapter 1215.02 of the Code provides *"Any nonconformity, including the lawful use or occupation of land or premises existing at the time of the effective date of this chapter may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion, unless: (1.) The nonconformity or occupancy is discontinued for a period of more than one year, or (2). Any nonconforming use is destroyed by fire or other peril to the extent of greater than 50 percent of its market value, and no building permit has been applied for within 180 days of when the property is damaged. In this case, the City may impose reasonable conditions upon a building permit in order to mitigate any newly created impact on adjacent property."*

Staff has reviewed the applicable non-conformance language with the Applicant. The Applicant wishes to proceed with a variance for 'completeness sake'.

Planning Commission Recommendation
The Planning Commission held a public hearing on November 17th following proper publication, posting, and mailing of a notice as required by state law.

Following the hearing and discussion the Planning Commission reviewed the following findings:

1. The NYA City Council approved a site plan for a retail venue at 713 Faxon Road on January 26, 2015.
2. The site plan illustrates the presence of existing parking space on the southern property boundary of the subject lot.
3. The existing parking spaces on the southern property boundary were in existence prior to the redevelopment of the site with the retail venue.
4. The existing parking spaces on the southern property boundary remain in existence at this time.
5. The existing parking spaces do not meet a required setback (i.e ten feet) from a property boundary.
6. The existing parking spaces are classified as legal, non-conforming.
7. The Applicant, out of an abundance of caution has filed for a variance for 'completeness sake' to confirm the existing parking stalls are approved.

The Planning Commission unanimously approved a motion recommending the City Council approve the variance subject to the following condition:

1. The Applicant enter into an agreement with the property owner at 717 Faxon Road (PID #588490010, legally described as: Lot 1, Block 1 YA Additions) to assure adequate maneuvering space is provided in the event the parking spaces are utilized.

Action
The City Council is to consider the variance application. Attached please find a sample resolution for consideration. If you have any questions relating to this prior to the City Council meeting, please feel free to contact me at: csmithstrack@gmail.com or call direct at 612-232-7399.

DUBIN SINGER

ATTORNEYS AT LAW

Diana Avramova
123 North Wacker Drive
Suite 1600
Chicago, IL 60606

Main 312.801.8777
Dir 312.801.8744
Fax 312.801.8767
E-mail davramova@dubinsinger.com

October 27, 2015

VIA FEDEX AND E-MAIL

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

Re: Variance Application Submittal for Family Dollar Store being developed on the property commonly known as 713 Faxon Road, Norwood Young America, MN ("Property")

Dear Steve:

On behalf of FD Norwood Young America Minnesota Faxon Road, LLC as the owner and developer of the aforementioned Property, enclosed please find the following submittal:

1. Planning and Zoning Application.
2. Check for $275.00 to City of Norwood Young America for variance application fee and public hearing notice fee.
3. Variance Checklist
4. Proposed Findings of Fact in Support of Variance Request with Exhibits.

We respectfully request a favorable decision by the Planning Commission at their next hearing.

Very truly yours,

DUBIN SINGER P.C.

Diana Avramova

Enclosure

Cc: Cynthia Smith-Strack (via e-mail: cstrack@municipaldevelopmentgroup.com)

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 FD Norwood Young America Minnesota Faxon Road, LLC, a Minnesota limited liability company	Telephone Home Work/Cell 312—801-8744
Address (Street, City, State, ZIP) 19 S. LaSalle Street, Suite 1007, Chicago, IL 60603	
Property Owner's Name (If different from above)	Telephone Home Work/Cell
Location of Project 713 Faxon Road, Norwood Young America, MN	
Legal Description Lot 2, Block 1, YA Addition, according to the recorded plat thereof, Carver County, Minnesota.	
Description of Request (Attach separate sheet, if necessary) Allow 7 existing parking spaces along the south lot line of the Property to encroach on the 10 foot parking setback required under Section 1250.05(B). Please see Proposed Findings of Fact in Support of Variance Request attached hereto and made part hereof.	

Proposed Action(s): Check all that apply

___Annexation $300.00
___Application for Appeal $150.00
___City Code Amendment $250.00
___Parking Reduction $100.00
___CUP/IUP $200.00 (Residential)
___CUP/IUP $300.00 (Non Residential)
___Variance $150.00 (Residential)
_x__Variance $200.00 (Non Residential)
___Lot Split $200.00
_x__Public Hearing Notice $75.00

___Comp Plan Amendment $500.00 + Escrow
___Sketch Plat $200.00 + Escrow
___Site Plan $300.00 + Escrow
___PUD Sketch Plan $200.00 + Escrow
___PUD Plan Amendment $300.00 + Escrow
___PUD Final Plan $300.00 + Escrow
___PUD General Concept Plan $400.00 + Escrow
___Preliminary Plat $350.00 + $10.00/Lot + Escrow
___ Final Plat $250.00 + $10.00/Lot + Escrow
___Wetland Mitigation Plan $100.00 + Escrow

___Storm Water Plan $250.00
___ Rezoning $350.00
___ Street/Alley Vacation $150.00
___Zoning Text Amendment $300.00
___ Recording Fee $46.00
___ 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:	Date 10/27/15
Fee Owner's Signature:	Date

For Office Use Only

Accepted By:	Amount	Date
S.H. by amenzel	$275.00	10-27-15

PROPOSED FINDINGS OF FACT FOR VARIANCE REQUEST

A. THE PROJECT

SMR is a preferred developer for Family Dollar, Inc. ("Family Dollar"). Family Dollar is a publically traded company (NYSE: FDO) that sells merchandise for the family and home in a small-box, neighborhood format.

SMR and Family Dollar identified an opportunity to bring Family Dollar's product to City of Norwood Young America, Minnesota. Family Dollar's business model necessitates that it lease stores in excess of 8,000 square feet. Due to its size, location and configuration, SMR selected the Property, as defined herein, as an ideal location on which it could construct a one-story building consisting of approximately 8,353 gross square feet from which Family Dollar, a single user retail tenant, would operate (the "Project").

On March 31, 2015, SMR assigned the purchase contract to FD Norwood Young America Minnesota Faxon Road, LLC, a Minnesota limited liability company ("FD Norwood Young America"), which is a single purpose entity created by SMR for the purpose of developing the Project on a certain parcel of property located at 713 Faxon Road in Norwood Young America, Minnesota ("Property"). On April 1, 2015, FD Norwood Young America closed on the acquisition of the Property and commenced construction on the Property.

B. REQUEST FOR PARKING SETBACK VARIANCE

The Property is currently classified as C-2 General Commercial District in accordance with the City of Norwood Young America Zoning Ordinance (the "Ordinance") and the zoning map attached as **Exhibit "C"** (the "Zoning Map"). FD Norwood Young America spent a substantial amount of time and consideration in selecting the Property and preparing the Site Plan (a copy of which is attached as **Exhibit "B"**) for the Project to most efficiently and effectively utilize the Property. FD Norwood Young America made every effort to configure the building such that it would conform to all of the provisions of the Ordinance. However, due to the physical limitations of the Property, the 7 pre-existing parking spaces (the "Encroaching Spaces") encroach on the parking setback required by Section 1250.05(B) of the Ordinance. The Encroaching Spaces existed at the Property prior to the development of the Project. It is FD Norwood Young America's understanding that the City does not require a variance of Section 1250.05(B) of the Ordinance to approve the Encroaching Spaces because the Encroaching Spaces pre-exist the Project, are legal non-conforming, and the encroachment is therefore "grandfathered in". However, for completeness sake, FD Norwood Young America is requesting this variance. For the reasons set forth below, FD Norwood Young America seeks approval to permit a variance in the following manner:

- **Allow 7 existing parking spaces along the south lot line of the Property to encroach on the parking setback.** The Site Plan accommodates 38 parking spaces, but based on Section 1250.05(B) a minimum ten (10) foot parking setback is required and 7 existing spaces encroach on the parking setback along the south lot line of the Property.

As contemplated by Section 1210.04, Subdivision 3, FD Norwood Young America understands that certain standards must be satisfied in order for the requested variance to be granted. In furtherance thereof:

A, C, E. Exceptional or extraordinary circumstances apply to the Property, which do not apply generally to other properties in the same zoning district as a result of lot size or shape, topography, or other circumstances over which the Applicant has had no control. The special conditions or circumstances do not result from the actions of the Applicant. The purpose for the variance is not based exclusively upon a desire to increase the value or income potential of the Property.

Section 1250.05(B) of the Ordinance requires that "no parking or loading space shall be located within ten (10) feet of any property line." However, as revealed by the Site Plan, given the need to comply with the minimum building setbacks required by Section 1230.09, Subdivision 6(E) and the minimum parking count requirements of Section 1250.12 of the Ordinance, there is a limited area of buildable land on the Property relative to the overall size of the Property. In addition, the number of available parking spaces is further limited by the need to comply with Section 1230.09, Subdivision 6(C)'s limitation on impervious surface coverage of no more than eighty (80) percent of the Property. Furthermore, a detention basin is added in the northwest corner of the Property. While this helps decrease the impervious surface coverage on the Property, it also greatly reduces the amount of available parking. The Project contemplates 31 new parking spaces and 8 existing parking spaces located along the south lot line of the Property.

Thus, taking into account the irregular shape and size of the Property, the narrow building area available as a result of the need to comply with the aforementioned sections of the Ordinance, the prototype of the building required by Family Dollar, and the customer and truck traffic considerations, the strict application of the terms of Section 1250.05(B) constitutes an undue hardship as opposed to a mere difficulty. As a result, it is apparent that exceptional circumstances apply to the Property, such as lot size or shape. As such, these circumstances do not apply generally to other properties in the same zoning district and the need for the variance was not based exclusively upon a desire to increase the value or income potential of the Property.

B, D, F, G. The literal interpretation of the Section 1250.05(B) would deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district. Granting the variance will not confer on the Applicant any special privilege that is denied to owners of other lands, structures or buildings in the same zoning district. The variance is the minimum variance necessary to

alleviate the hardship. The variance would not be materially detrimental to the purposes of Ordinance or to property in the same zone.

If FD Norwood Young America is not granted the variance requested by this petition, FD Norwood Young America will not be able to complete the Project and Family Dollar will not be able to operate at the Property. Thus, the literal interpretation of Section 1250.05(B) would deprive FD Norwood Young America of rights commonly enjoyed by other properties in the C-2 General Commercial District. If the variance is granted, it will allow FD Norwood Young America to complete the Project and use the Property as a retail store which is a use contemplated by Section 1230.09, Subdivision 2 of the Ordinance. Therefore, granting the variance will not confer on the Applicant any special privilege that is denied to owners of other lands, structures or buildings in the same zoning district. By permitting the encroachment onto the parking setback as requested, the Site Plan design can maximize the efficiency of the total site area of the Property. Thus, the variance is the minimum variance necessary to alleviate the hardship.

In the spirit of the Ordinance, the Project will enable a retail store to be developed along a main thoroughfare in an area zoned for commercial and residential use, thus providing residents with convenient access to a wide variety of goods. The result of the variance would be a more functional site design which will not be a substantial detriment to neighboring property. In fact, the Project will bring new jobs to the community, encourage additional growth, and provide a new source of sales tax revenue. Further, the new improvements on the Property will increase its assessed valuation, thereby increasing real estate tax revenue. Based upon FD Norwood Young America's previous experience in connection with other Family Dollar developments that required similar variances, FD Norwood Young America believes that the granting of the requested variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the Property is located. Therefore, the variance would not be materially detrimental to the purposes of Ordinance or to property in the same zone. Nor would granting the variance confer on the Applicant any special privilege that is denied to owners of other lands, structures or buildings in the same zoning district.

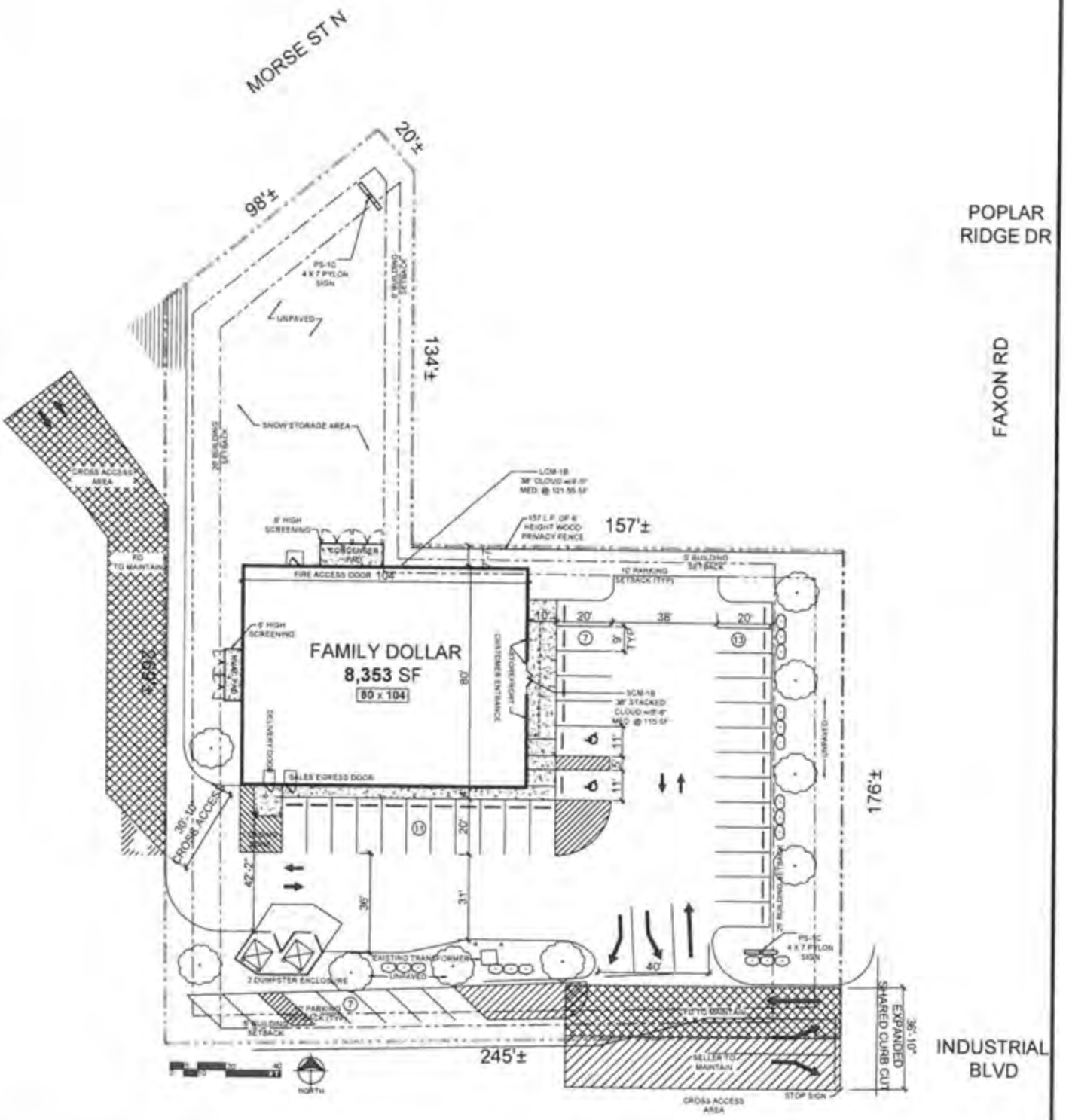
EXHIBIT A

LEGAL DESCRIPTION

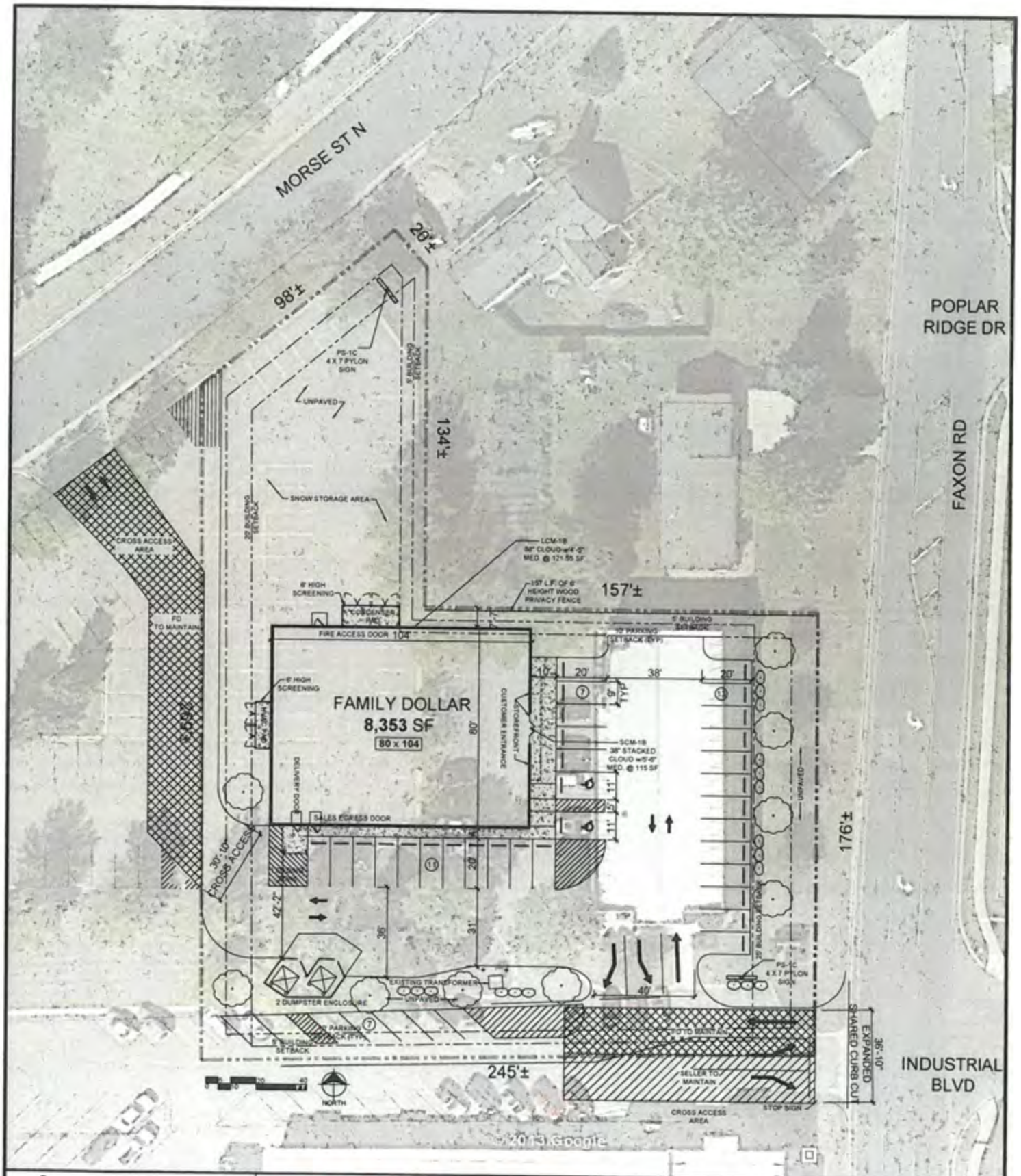
Lot 2, Block 1, YA Addition, according to the recorded plat thereof, Carver County, Minnesota.

EXHIBIT B

SITE PLAN



pb2 architecture + engineering Phone 479.636.3545 Architect of Record Bradley J. Phillips BJ.Phillips@pb2ae.com	FAMILY DOLLAR Norwood Young America, MN NWC Faxon Rd & Industrial Blvd. Store #6450 Project #711681	PROPERTY INFORMATION Zoning: C2 Property Size: 1.25 Acres ± 54,623 SF ±	VARIANCES NEEDED
Atwater Group Phone 312.332.0690	October 14, 2015 — Preliminary Site Plan		PARKING COUNT



pb2 architecture + engineering

Phone 479.636.3545

Architect of Record
Bradley J. Phillips

BJ.Phillips@pb2ae.com

Atwater Group

Phone
312.332.0690

FAMILY DOLLAR

Norwood Young America, MN

NWC Faxon Rd & Industrial Blvd.

Store #6450 Project #711681

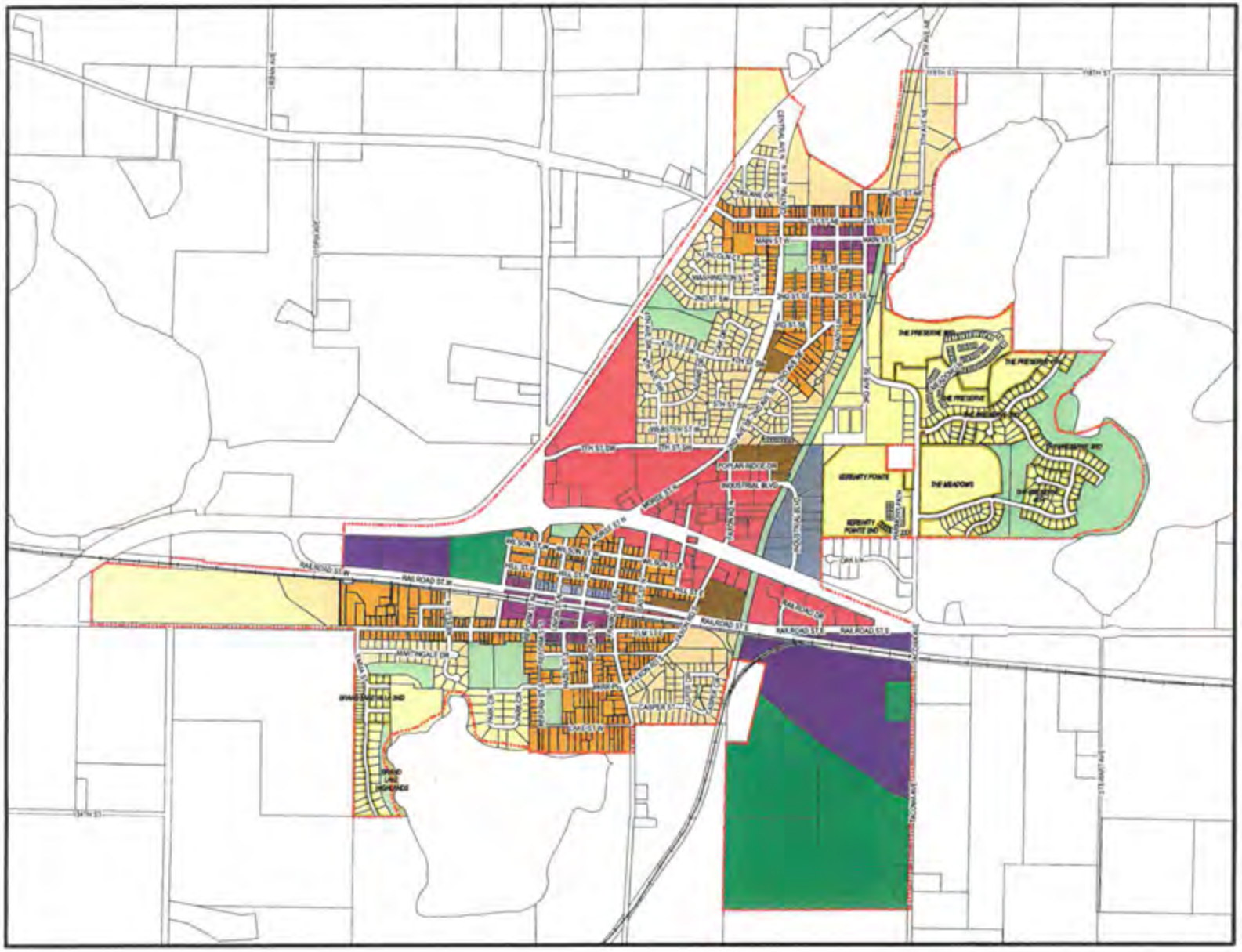
October 14, 2015

Preliminary Site Plan

PROPERTY INFORMATION	VARIANCES NEEDED
Zoning: C2 Property Size: 1.25 Acres ± 54,623 SF ±	
	PARKING COUNT

EXHIBIT C

ZONING MAP



City of Norwood Young America
P.O. Box 59
10 1st Ave. NE
Norwood Young America, MN 55368

http://www.cityofnya.com

Zoning Districts

- P-1 Parks/Open Space
- R-1 Low Density SF Residential
- R-2 Medium Density SF Residential
- R-3 Medium Density Mixed Residential
- R-4 Multiple Family Residential
- RC-1 Residential/Neighborhood Commercial District
- C-2 General Commercial
- C-3 Downtown District
- B-1 Business Industrial
- I-1 Light Industrial
- TA Transition/Agriculture
- PUD Districts

N

0 0.1 0.2

Miles

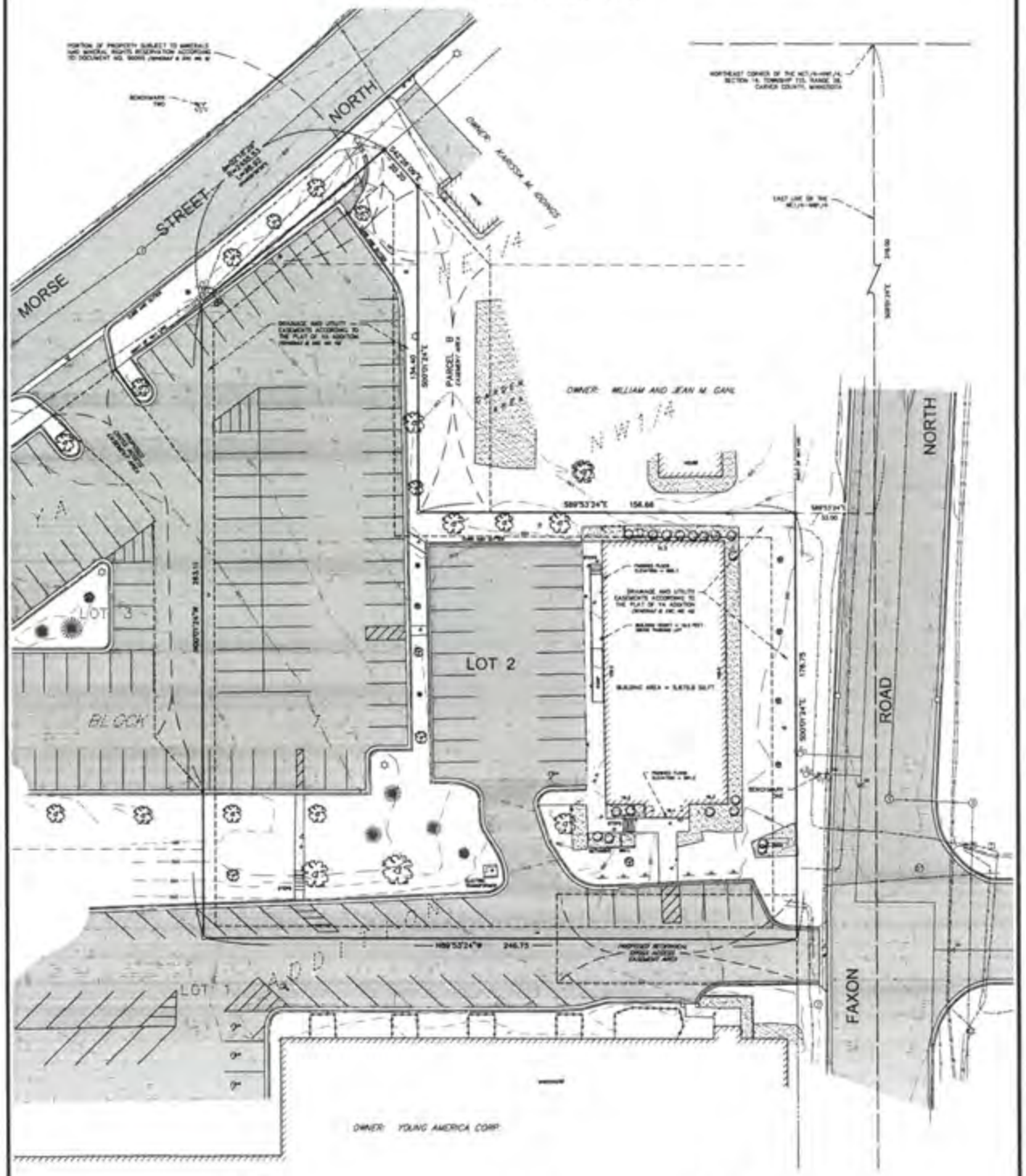
Adopted 01.26.09

EXHIBIT D

CERTIFIED SURVEY

ALTA/ACSM LAND TITLE SURVEY

LOT 2, BLOCK 1, YA ADDITION, AND
PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER,
SECTION 14, TOWNSHIP 115, RANGE 26,
CARVER COUNTY, MINNESOTA



DATE	MARCH 12, 2010	DATE	MODIFICATIONS	BY	PREPARED FOR SMR ACQUISITIONS
SCALE	AS SHOWN				
DRAWN BY	TAC				
CHECKED BY	CWS				
FILE NUMBER	25381780				

WIDSETH SMITH NOLTING
Engineering
Architecture
Surveying
Environmental

SHEET 2 OF 2

ALTA/ACSM LAND TITLE SURVEY

LOT 2, BLOCK 1, YA ADDITION, AND
PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER,
SECTION 14, TOWNSHIP 115, RANGE 26,
CARVER COUNTY, MINNESOTA

LEGAL DESCRIPTIONS

Description per First American Title Insurance Company, Commitment No. NCS-690451-MN2, Dated February 1, 2015 at 7:30 A.M., updated effective date and revised legal description March 4, 2015

Parcel A:

Lot 2, Block 1, YA ADDITION, according to the recorded plat thereof, Carver County, Minnesota.

Parcel B:

A non-exclusive easement for drainage, utility and continuing purposes over and across the following described property: That part of the Northeast Quarter of the Northwest Quarter of Section 14, Township 115, Range 26, Carver County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of Section 14; thence on an assumed bearing of South along the east line of said Northeast Quarter of the Northwest Quarter, a distance of 275.00 feet; thence north 89 degrees 52 minutes 00 seconds West, a distance of 60.00 feet to the point of beginning of the tract to be described; thence continuing North 89 degrees 52 minutes 00 seconds West, a distance of 30.00 feet; thence North, a distance of 134.40 feet; thence South 42 degrees 24 minutes 45 seconds East, a distance of 44.88 feet; thence South, a distance of 102.00 feet to the point of beginning.

FLOOD ZONE DESIGNATION

By graphic plotting only, the subject property lies in an area which is unmapped per research conducted on the FEMA online Map Service Center May 21, 2014, and therefore IS NOT in a Special Flood Hazard Area. (Table A, Item 3)

GROSS LAND AREA

The gross land area of the surveyed parcel is as follows: 34,724 sq.ft. (0.25 acres) (Table A, Item 4)

SURVEYOR'S CERTIFICATION

To: The undersigned, being a Registered Land Surveyor in the State of Minnesota
certifies to:
First American Title Insurance Company,
DHR Acquisitions Company, LLC, an Illinois limited liability company,
Family Dollar, Inc., a North Carolina Corporation,
Family Dollar Stores, Inc., a Delaware limited liability company,
FD Norwood Young America Minnesota Favorr Road, LLC, a Minnesota limited liability company,
Dorsey Whitney PC,
National Trustee Bank, (BAGNATAN)

Certifies as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(b), 13, 14, 16-19, 20(a), 20(b) and 21 of Table A thereof. The field work was completed on May 6, 2014.

Date of Map: March 12, 2015

Chad M. Coomer
MN Registration No. 41845
Widseth, Smith, Nolting & Assoc. Inc
7804 Industrial Park Road
PO Box 2700
Baxter, MN 56401
218-829-0117
Chad.Coomer@wsn-ia.com

The property described and shown here on is a portion of the property as described in First American Title Insurance Company, Commitment No. NCS-690451-MN2, Dated February 1, 2015 at 7:30 A. as updated effective date and revised legal description March 4, 2015.

VICINITY MAP

SCHEDULE B - TITLE EXCEPTION NOTES

As referenced in First American Title Insurance Company Commitment No. NCS-690451-MN2, Dated February 1, 2015 at 7:30 A.M., updated effective date and revised legal description March 4, 2015

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. (AS SHOWN HEREON, if any)
2. Encroachments, overlaps in boundary lines, shortages in area, encroachments, or any other fact which a correct survey would disclose, and which are not shown by public records. (AS SHOWN HEREON, if any)
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not recorded by the public records.
5. All minerals and mineral rights were reserved by the State of Minnesota in an instrument recorded as Document No. 88696. PORTION OF SUBJECT PROPERTY AFFECTED IS AS SHOWN HEREON
10. Easement for electric power line purposes, together with any incidental rights, in favor of Northern States Power Company, as contained in the instrument, dated October 3, 1960, recorded October 31, 1960, in Book 41 of Deeds, Page 488, as Document No. 98287. RIGHTS BLANKET IN NATURE AND AFFECT THE SUBJECT PROPERTY
11. Terms and conditions of the future use and development restrictions as contained in the Declaration of Easements, dated June 23, 2014, recorded October 2, 2014 as Document No. 460777

MISCELLANEOUS NOTES

Orientation of this drawing reflects the Carver County coordinate system (NAD 83)

No observed evidence of current earth moving work, building construction or building additions on the subject property. (Table A, Item 16)

No proposed changes in street right of way lines. (Table A, Item 17)

No observed evidence of recent street or sidewalk construction or repairs. (Table A, Item 17)

No observed evidence of site use as a solid waste dump, turnt, or sanitary landfill. (Table A, Item 18)

No observed evidence of underground storage tanks, or burial grounds at time of survey.

The Surveyed Parcel has direct access to Favorr Road North and to Morse Street North through adjoining property to west as platted hereon.

Character of possession is in accordance with the legal descriptions, and marked bounds of property.

The street address of the building located on the Surveyed Parcel is 712 Favorr Road North, Norwood Young America, MN, according to the Carver County tax records. (Table A, Item 2)

Surveyed Property contains 34 standard striped parking spaces, and 1 handicapped striped parking stalls. (Table A, Item 9)

No evidence of potential wetlands were observed on the subject property at the time the survey was conducted, nor have we received any documentation of any wetlands being located on the subject property. The National Wetlands Inventory Map (NWI) does not indicate any wetlands on the surveyed parcel. (Table A, Item 19)

UTILITY NOTE

The underground utilities shown hereon have been located using field survey information, atlas maps as available from municipalities or utility companies, and existing drawings, together with utility markings set per locate coordinated with Gopher State One Call, ticket number 141150950 on April 29, 2014. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does state that they are located as accurately as possible from the information available. The surveyor has not physically located the underground utilities. (Table A, Item 11b)

Center Point Energy - 763 559 5100
Department of Transportation - 651 366 5700
Wadcom - 515 509 8032
CenturyLink - 800 283 4237
City of Norwood - 952 467 1800
Comcast - 952 405 1504
Xcel Energy - 612 630 4099

ZONING REQUIREMENTS

(Table A, Item 6b)

Source of Zoning information: City of Norwood Young America
Phone number: 952-467-1800
The current zoning requirements for the City of Norwood Young America have been in effect since November of 2010.

Title Current Zoning Classification: B-2 General Commercial District

Building Setback Requirements:

Front: 25 feet Side: 5 feet Rear: 20 feet

Minimum Lot Area = 21,000 sq.ft.

Minimum Lot Width = 200 feet

Building Height Restriction: 35 feet for Principal Structure, 25 feet for Accessory Structure

Lot Coverage Percentage: 80%

DATE	MARCH 12, 2015
SCALE	AS SHOWN
DRAWN BY	KKC
CHECKED BY	CMC
FILE NUMBER	2030170D

DATE	REVISIONS	BY

PREPARED FOR: DATE REQUESTED:

WIDSETH SMITH NOLTING
Engineering
Architecture
Surveying
Environmental

SHEET 1 OF 2

JEFFREY S. ROBINSON
RUSSELL H. TOWNSEND
MICHAEL D. HUSLEY
DOUGLAS C. SAUTER
HERMAN J. TALLE
CHARLES M. SEYKORA
DANIEL P. GANTER, JR.
BERTRAM K. HANSEN
JAMES D. HOLLET
RYAN M. SEMMLER
JOHN P. BUCHMAN
SCOTT A. LEDAK
STEVEN G. THOMSON

Also Licensed in Wisconsin

BGS

Barna, Guzy & Steffen, Ltd.

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WILLIAM F. DUENSE
BRADLEY A. KLETSCHER
TIMOTHY D. ERB
KAREN K. KURTH
MORELIA VILLARREAL
TAMMY L. SCHEMMEL
JENNIFER C. MASKEAL
DAVID R. SCHAFS
THOMAS R. WENTZELL

OF COUNSEL
ROY C. ERICKSON
W. JAMES VOGT, JR.

Writer's Direct Line: (763) 783-5116
E-Mail Address: twentzell@bgs.com

November 12, 2015

City of Norwood Young America
310 Elm St. W
PO Box 59
Norwood Young America, MN 55368
Attn: Steve Helget

Re: Parking Lot Variance Request – 713 Faxon Road

Dear Mr. Helget,

I am the attorney for Faxon Road Investors, LLC, which owns property adjacent to Lot 2, Block 1, YA Addition ("Lot 2"), said adjacent property being on the south and west side of Lot 2 (the "Neighboring Property"). On behalf of my client, I submit this comment on the proposed Parking Lot Setback Confirming Variance request (the "Request"), which is set for public hearing on November 17, 2015. My client purchased the Neighboring Property on September 29, 2015. Prior to and following the closing of that transaction, the seller of the Neighboring Property has been engaging FD NYA MN Faxon Rd LLC in an effort to reach an amendment to that certain Reciprocal Cross Access Easement Agreement (the "Easement"), which is recorded as Document No. 607699 in the Carver County Recorder's Office and relates to the driveway entrance from Faxon Road onto Lot 2 and the Neighboring Property.

It is our contention that the area covered by the Easement needs to be extended to the western boundary of Lot 2. We have more recently been involved in the discussion with FD NYA MN Faxon Rd LLC about an amendment to the Easement to extend the Easement area in such a fashion. It is our understanding that FD NYA MN Faxon Rd LLC has every intention of revising the Easement area. As such, we do not object to the approval of the Request. We do, however, want to put the NYA Planning Commission on notice that, without an amendment to the Easement area, the owners, employees, customers, and other invitees of FD NYA MN Faxon Rd LLC do not have a practical route to access the subject parking stalls without crossing my client's property.

We anticipate an amicable resolution of the Easement issue with FD NYA MN Faxon Rd LLC, and therefore, do not object to the Request. However, we want the NYA Planning Commission to be aware that there are practical constraints, aside from the technical setback constraints, that are in play as it relates to the subject parking spaces and the Neighboring Property. Thank you for your consideration of this comment.

Sincerely,

BARNA, GUZY & STEFFEN, LTD.

Thomas R. Wentzell

Thomas R. Wentzell

TRW:kmp

668980-v1

DRAFT MINUTES FROM PUBLIC HEARING NOV. 17
NYA PLANNING COMMISSION

4. Public Hearings.

A. Variance: FD NYA MN Faxon Rd LLC

Chairperson Heher introduced the agenda item and explained the public hearing process to those attending. Heher opened the public hearing at 7:09 p.m. and invited Strack to provide an overview of the request.

Strack noted FD NYA MN Faxon Rd LLC filed an application to confirm through a variance the existence of legal non-conforming parking stalls adjacent to the southern lot boundary at 713 Faxon Road. The Applicant is requesting a variance as confirmation; it is not required by the City as the parking stalls are classified as existing, legal non-conforming. The existing parking stalls pre-date the construction of a retail variety store and are less than the required ten (10) feet from a property line.

Strack summarized comments included in a letter from Thomas R. Wentzell an attorney representing Faxon Road Investors, LLC the owner of property at 717 Faxon Road. The letter stated "It is our contention that the area covered by the easement needs to be extended to the western boundary of Lot 2 [Block 1 YA Addition]. We have more recently been involved in the discussion with FD NYA MN Faxon Rd LLC about an amendment to the easement to extend the easement are in such a fashion. It is our understanding that FD NYA MN Faxon Rod LLC has every intention of revising the easement area. As such, we do not object to the approval of the [variance] request. We do, however, want to put the NYA Planning Commission on notice that without an amendment to the easement area the owner, employees, customers, and other invitees of FD NYA MN Faxon Rd LLC do not have a practical route to access the subject parking stalls without crossing my client's property".

The letter further states "We anticipate an amicable resolution of the easement issue with FD NYA MN Faxon Rd LLC, and therefore, do not object to the [variance] request. . ."

Strack noted she would take any questions regarding the request and she would further discuss her findings during the business portion of the agenda.

Heher invited Mitch Phillips representing FD NYA MN Faxon Road LLC to address the Commission.

Phillips introduced himself and noted the variance request was filed for completeness sake and that he understood the legal nonconforming status of the parking stalls. He confirmed work on a joint agreement with the property owner at 717 Faxon Road was well underway and expected to be completed.

The Commission reviewed the exact location of existing joint access easements with Mr. Phillips.

Chairperson Heher asked for public comments for and against the request. No comments were received.

5. Old Business

A. Variance: FD NYA MN Faxon Rd LLC

Chairperson Heher introduced the agenda item. Strack alluded to definitions contained in Chapter 1200.04 of the Code relating to legal non-conforming uses. She noted if the Commission was to contemplate a favorable recommendation it may wish to consider a condition requiring eveidence of an cross over/joint access agreement be provided to the City. The agreement would be between the property owner at 717 Faxon Road and the owner of the property at 713 Faxon Road.

Lagergren expressed concern and disappointment about the condition of the parking lot to the immediate west of the subject property. He noted pavement conditions were deteriorating and that greenspace was nearly non-existent. He noted the property did not belong to the Applicant.

Strack stated that the parking lot and greenspace would be address if/when redevelopment occurred on that site.

Grundahl noted the variance request related to parking stalls that were part of an approved site plan and that had legal nonconforming status.

Motion Grundahl, Second Storms to recommend the City Council approve the variance provided the evidence of an executed agreement between the owner of private property at 713 and 717 Faxon Road was submitted to the City. All voted in favor of the motion.

RESOLUTION 2015-26

A RESOLUTION APPROVING A VARIANCE TO CONFIRM LEGAL NON-CONFORMING PARKING SPACES AT 713 FAXON ROAD

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

WHEREAS, a series of parking stalls exist at the southern lot line of the property at 713 Faxon Road; and,

WHEREAS, the subject parking stalls have the status of legal non-conforming with regard to a required ten foot setback from a property line; and,

WHEREAS, the subject parking stalls were in existence prior to the construction of a retail establishment at the subject site and the subject parking stalls pre-date the aforementioned parking lot setback requirement; and,

WHEREAS, FD NYA MN Faxon Rd LLC has filed an application to confirm through a variance the existence of the legal nonconforming parking stalls; and,

WHEREAS, the City of Norwood Young America Planning Commission on November 17, 2015 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 conditionally approve the variance; and,

WHEREAS, at a regularly meeting on November 23, 2015, 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 NYA City Council approved a site plan for a retail venue at 713 Faxon Road on January 26, 2015.
2. The site plan illustrates the presence of existing parking space on the southern property boundary of the subject lot.
3. The existing parking spaces on the southern property boundary were in existence prior to the redevelopment of the site with the retail venue.
4. The existing parking spaces on the southern property boundary remain in existence at this time.

5. The existing parking spaces do not meet a required setback (i.e ten feet) from a property boundary.
6. The existing parking spaces are classified as legal, non-conforming.
7. The Applicant, out of an abundance of caution has filed for a variance for 'completeness sake' to confirm the existing parking stalls are approved.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a variance confirming the status of parking stalls adjacent to the southern boundary of the property at 713 Faxon Road as legal non-conforming and allowed to encroach into a required setback, subject to the following conditions:

1. The variance is applicable only to the property at 713 Faxon Road and the parking spaces as illustrated in the site plan approved January 26, 2015.

2. The Applicant shall provide the City an executed copy of an agreement with the property owner at 717 Faxon Road (PID #588490010, legally described as: Lot 1, Block 1 YA Additions) to assure adequate maneuvering space is provided in the event the parking spaces are utilized.

3. This approval shall expire when the conditions for which it was approved are no longer in existence.

Adopted by the City Council this 23rd day of November, 2015.

_____
Tina Diedrick, Mayor

ATTEST:

_____
Kelly Hayes, City Clerk-Treasurer

TO: Honorable Mayor Diedrick and City Council Members

FROM: Brent Aretz, Public Works Director

DATE: November 23, 2015

SUBJECT: Equipment Replacement Proposal

Included in the 2015 Budget is to replace the Ford 2005 F-450 diesel 1-ton pickup truck which currently has 47,520 miles. Proposed is to purchase a 2016 F-450 gas motor truck which has the same specifications as the truck the City purchased in 2013.

Proposed is to purchase the truck through Waconia Ford under the state bid program for $39,244 which includes license and title. Because the City would be utilizing the state bid program we're not required to solicit any more bids.

In addition, proposed is to purchase a stainless steel box from Crysteel Truck Equipment for $15,351. Another bid was received from Towmaster for $16,593. It will take about 120 days to receive and install the box.

The City budgeted $60,000 to purchase this truck and box. Total cost for the 2016 Ford F-450 is $54,595.

Proposed is to sell the 2005 F-450 at a Fahey Sales Auction versus trading it in at a dealership. Not factoring in commission, the truck could bring $17,000 - $20,000.

Suggested Motion:

Motion to purchase the 2016 Ford F-450 for a total cost of $54,595.

Ford Waconia
235 WEST HWY. 5 • WACONIA, MN 55387
www.waconiaford.com
LOCAL/METRO (952) 442-4411 • FAX (952) 442-6115 • 1-800-776-6193

this truck shows on our computer to be available. The pricing we included is on that specific truck. If it is sold before your decision is MADE, we will have to locate another truck - if there is one available or order a new one. The 2016 models are done and we are ordering 2017's. If we can't find a 2016 at a dealer, we can check with some our Equipment Company's that have a "pool" of trucks. The pricing could change.

Waconia Ford
235 WEST HWY. 5 • WACONIA, MN 55387
www.waconiaford.com
LOCAL/METRO (952) 442-4411 • FAX (952) 442-6115 • 1-800-776-6193

the sale price on this truck is

$ 38994.00 plus any taxes, license

or fees as necessary.

Mike Heavey
Waconia Ford
11/19/15

KTP-001017 99 58W 653 | 7B | X | | X | | | | 1FDUF5HY5GEA53664 SUPER DUTY

LABL | ADJ | COV | PRCS | B10 | RAMP | BUMP

1FDUF5HY5 GEA53664 NB BU09

Ford Go Further ford.com

VEHICLE DESCRIPTION

SUPER DUTY

GE A53664

2016 F550 4X4 REG CHASSIS
XL 165" WB CHASSIS CAB
6.8L EFI V-10 ENGINE
5 SPEED AUTOMATIC TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
STEEL VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- BUMPER - BLACK
- GRILLE - BLACK
- ROOF CLEARANCE LIGHTS
- TOW HOOKS

INTERIOR
- AIR COND, MANUAL FRONT
- AM/FM STEREO W/CLOCK
- BLACK VINYL FLOOR COVERING
- DAY/NIGHT REARVIEW MIRROR
- TILT/TELESCOPE STR COLUMN
- UPFITTER SWITCHES
- VINYL SUN VISORS

FUNCTIONAL
- FIXED INTERVAL WIPERS
- MANUAL LOCKING HUBS
- MANUAL TELESCOPING TT MIRRORS, MANUAL GLASS
- MANUAL WINDOWS / LOCKS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- STABILIZER BAR, FRONT/REAR
- TRAILER TOW WIRE HARNESS

SAFETY/SECURITY
- 4-WHEEL ABS
- AIRBAGS - SAFETY CANOPY
- DRIVER/PASSENGER AIR BAGS
- SOS POST CRASH ALERT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE (MSRP)

OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.660A	
6.8L EFI V-10 ENGINE	NO CHARGE
5 SPEED AUTOMATIC TRANS	NO CHARGE
225/70R19.5G TRACTION	190.00
4.88 RATIO LIMITED SLIP AXLE	360.00
PAYLOAD PLUS PACKAGE UPGRADE	1155.00
19500# GVWR PACKAGE	
POWER EQUIPMENT GROUP	895.00
TELESCPNG TT MIRR-POWR/HTD	
XL DECOR PACKAGE	NO CHARGE
MOLDED BLACK CAB STEPS	320.00
LESS TIRE INFLATION MONITOR	
ENGINE BLOCK HEATER	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
SNOW PLOW PACKAGE	85.00
TRAILER BRAKE CONTROLLER	270.00
STEERING WHEEL AUDIO CONTROLS	70.00
TRANS POWER TAKE-OFF PROVIS	280.00
40 GAL AFT OF AXLE FUEL TNK	NO CHARGE
AUX AUDIO INPUT JACK	
SYNC VOICE ACTIVATED SYSTEMS	295.00
XL VALUE PACKAGE	595.00
.CRUISE CONTROL	
.AM/FM STEREO CD/CLK	
GASEOUS FUEL	315.00
SPECIAL ORDER 58 3679	
CHROME GRILL XL FOR 016 F SD	293.00

PRICE INFORMATION (MSRP)

BASE PRICE	$40,895.00
TOTAL OPTIONS/OTHER	5123.00
TOTAL VEHICLE & OPTIONS/OTHER	46018.00
DESTINATION & DELIVERY	1195.00

RAMP ONE: CA2K

RAMP TWO:

FINAL ASSEMBLY PLANT: KENTUCKY

METHOD OF TRANSP.: RAIL

ITEM #: 58-5580 O/T 2

TOTAL MSRP $47,213.00

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

B007 A 7BX X 615 001017 10 19 15

EPA DOT Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomy.gov
Calculate personalized estimates and compare vehicles

38 YEARS FORD F-SERIES AMERICA'S BEST SELLING TRUCK

1FDUF5HY5GEA53664

Scan this code to experience this vehicle or text 1FGEA53664 to 48028 or Visit ford.com/windowsticker

Standard messaging & data plan rates may apply.

FORD PROTECT: Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer for additional details, or visit www.FordOwner.com for more information.

FORD CREDIT: Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.FordCredit.com.

11/12/2015

CRYSTEEL TRUCK EQUIPMENT

507-726-6041
800-722-0588
507-726-2984 FAX

52248 EMBER ROAD
P.O. BOX 733
LAKE CRYSTAL, MN. 56055-0733

October 26, 2015

Brent Aretz
City of Norwood Young America
P.O. Box 59
10 First Avenue NE
Norwood Young America, MN 55368

Phone 952-467-1830 Fax 952-467-1818
Cell 952-212-0226
E-mail: publicworks@cityofnya.com

ATTN: Brent
We are pleased to quote the following equipment for your consideration. The equipment would be installed on a 2016 Ford F-550 chassis with gas engine, automatic transmission, 84" cab to axle.

5.0 Dump Body

Make

Crysteel E-Series Stainless Steel LC00054011
Ford and Chev Application 40" front, 84" cab to Axle
All 201 Stainless Steel Construction
11' long x 96" wide OD x 87" wide ID
Side height 14"
Tailgate height 20"
Quick drop tailgate, Fold down sides
Fold Down Side Stops, Boxed Top Rails
Dirt shedding top rail and corner post
1/4 cab shield, 7 gauge A1011 Floor
12 gauge 201 SS Sides, 10 gauge SS Front & Rear
Under coating included
Stainless steel finish-no paint included

Price $ 7,422.36

Warranty	1year
Date & I.D. of Price sheet	N/A
Discount, if any, to be applied to price sheet	N/A

Crysteel hoist LB510 $ 1,536.24

Crysteel Electric / Hydraulic Double acting Power unit w/ in cab controls and cover over solenoid valve $ 545.15

CITY OF NORWOOD YOUNG AMERICA-11' STAINLESS STEEL TIPPER BOX & HOIST PACKAGE-TRAILER HITCH-OPTIONAL EQUIPMENT

Installation of dump body	$ 655.32
Installation of hoist	$ 490.25
Installation of hydraulic power unit mounted outside of frame rails driver side w/ control wired in cab	$ 241.79
For quick install Deduct	$ (67.54)
Whelen L31 strobe w/hard mount bracket on cab shield and switch in cab	$ 654.90
For LED STT	$ 261.36
For 3/16" AR450 floor ILO 7 gauge A1011	$ 630.36
LED Marker Lights	$ 64.69
For Ovals Facing to rear in front bulkhead taper for STT	$ 61.16
Con Slip Liner Application-Per foot Floor only ($165.00 x 11)	$ 1,815.00
Add for 560-CP510 Back up Alarm	$ 66.86
For (1) set of front anti-sail mud flaps installed	$ 131.55
For FMVSS 108 lights	Included
For Installation of FMVSS 108 lights	Included
CUSTOM HITCH OPTIONS:	
Custom Pull Plate 5/8" complete including 5/8" steel plate All Gussets Safety "D" Rings 450-B40 Channel ICC Bumper	$ 408.64
Installation of custom hitch as per Spec. 9.4	$ 350.18
For weld on 2" receiver style hitch	$ 83.56
Price for FMVSS 108 lighting package	N/A
Installation of FMVSS108 lighting package	N/A
Price for ICC Bumper under ride protection	Included
Installation of ICC Bumper under ride protection	Included
TOTAL INSTALLED PRICE LESS TAX FOB LAKE CRYSTAL	**$15,351.83**

CITY OF NORWOOD YOUNG AMERICA-11' STAINLESS STEEL TIPPER BOX & HOIST PACKAGE-TRAILER HITCH-OPTIONAL EQUIPMENT

OPTIONS: QUOTED INSTALLED LESS TAX

For 6" Board Poly Installed 1645691	$ 332.17	
Add for 1 set ECCO 3510A Surface Mt Strobes	$ 210.86	
Add for Poly Fenders 19.5 985-1901	$ 401.29	
Electric brake controller w/factory harness & socket (1-4 axles) must specify pin type	$ 139.23	
Electric brake controller less factory harness & socket (1-4 axles) must specify pin type		$ 349.33
Pull Plate Protection Spray ILO Paint	$ 402.32	

Truck Chassis Delivery Option if Crysteel Picks Up or Delivers Truck Chassis

Delivery Starting point	Fridley, MN
Price per loaded mile for delivery	$ 2.25

A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

NOTE: NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. ANY EXHAUST WORK NEEDED TO COMPLETE INSTALLATION WORK ON A TRUCK WILL BE CHARGED TIME AND MATERIAL.

NOTE: ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, EXHAUST, ETC. THERE WILL BE TIME AND MATERIAL CHARGES ADDED TO BID.

State Bid Submitted By,

Bob Chicos
Crysteel Truck Equipment, Inc.

Towmaster, Inc.
61381 US Hwy. 12, Litchfield, MN
Phone: 800-462-4517 / 320-693-7900

Truck Equipment - Cutting Edges - Asphalt Repair Equipment

FX: 320-693-7921

STATE CONTRACT #102066

Parts FX: 320-593-5703

Bill To: Cust#: 2934
NORWOOD YOUNG AMERICA, CITY OF
P.O. BOX 59
NORWOOD YOUNG AMERICA, MN 55368

Phone: 952-467-1830
FAX: 952-467-1818

Ship To:
NORWOOD YOUNG AMERICA, CITY OF
24 - 3RD AVE SE
NORWOOD YOUNG AMERICA, MN 55368

Phone: 952-467-1830
FAX: 952-467-1818

Contact:

Contact: Brent Aretz (952) 212-0226

PO#	QUOTE No.	Terms	Created Date	Latest Rev Date	Appx. Ship Date
	13451-TME	NET 30 DAYS	11/11/2015	11/11/2015	

Trk VIN		MO #		CO #		Salesman	Tim Erickson

Freight Instructions: Build Instructions: Other Credit: Other Charge:

F.O.B. LITCHFIELD, MN

ATTENTION: **BRENT ARETZ** **102066**

Qty	Part No.	Description (Discount Rate: 0.00%)	Price Each	Net Amt
1	9901140	Body 116-FSS-40-15-21-H450 w/15" high 12 ga SS Fold-Down Sides, 21" high 10 ga SS Lever Top Pin release Tailgate, 40" high 10 ga SS Front, & 3/16" Hardox-450 floor. S-T-T light on Front Headboard & .Cabshield & rear mudflaps included	9,177.00	9,177.00
1	9901442	HOIST OSP 11' 515SF HOIST W/SUB FRAME, Dump angle: 45°, DOUBLE acting, W/rear hinge point & OSHA approved safety prop. ELECTRIC PUMP	2,802.00	2,802.00
1	9901454	INSTALLATION OF DUMP BODY & ELECTRIC HOIST	1,203.00	1,203.00
1	9901110	FMVSS LIGHT PKG	180.00	180.00
1	9901111	INSTALLATION OF FMVSS LIGHT PKG	255.00	255.00
1	9901897	TMTE-6 2 L32LAF TOP MOUNT LED STROBES, 2 5VA02ZAD REAR STROBES WITH GROMMETS INSTALLED	1,342.00	1,342.00
1	9900149	Body acc'y MUDFLAPS, FRONT (of driver wheels) w/ brkts installed	299.00	299.00
1	9900261	Backup Alarm, PRECO model 1020, installed	311.00	311.00
1	9900775	Hitch TMTE Medium Duty Hitch Plate assembly	194.00	194.00
1	9901172	Hitch Installation of med duty hitch (Weld On)	174.00	174.00
1	9902494	Hitch 7 contact RV socket installed - - Includes wiring of OEM Brake controller to socket	143.00	143.00
1	9900779	Hitch 2" Receiver tube w/pin & clip. NOTE: DERATES hitch, as per hitch bar utilized. Installed	192.00	192.00
1	9901112	ICC BUMPER	129.00	129.00
1	9901113	INSTALLATION OF ICC BUMPER	192.00	192.00

Towmaster, Inc.
61381 US Hwy. 12, Litchfield, MN
Phone: 800-462-4517 / 320-693-7900

Truck Equipment - Cutting Edges - Asphalt Repair Equipment

NOTE: If changes are made to an order after a P.O. has been issued, a FEE may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

Visit us online at www.towmastertruck.com

Accepted By:	Date:

Price:	$16,593.00
Discount:	$0.00
Other Credit (see above):	$0.00
Net Cost:	$16,593.00
Sales Tax:	$0.00
Other Charge (see	$0.00
Freight	$0.00
Total:	$16,593.00

City of Norwood Young America

October – 2015

Listed below is a description of each of the different classifications of calls for service which the Carver County Sheriff's Office received and processed for your area.

CRIMINAL

Part I Crimes	
Arson	Intentionally destroy property by fire
Assault - Aggravated	Assault where substantial injury is caused or deadly weapon used
Burglary	Unlawful entry into a structure to commit a crime
Homicide	Intentional taking of a persons life
Robbery	Taking of property in the presence of another with use of force
Sex Crime - felony	Forcible sexual assault, All felony sex crimes.
Theft	Taking of property, stealing
Theft - Vehicle	Theft of a motorized vehicle

Part II Crimes	
Abuse/Neglect	Chargeable abuse or neglect of children or adults
Assault	Altercation between parties where actual physical harm occurred
Court Order Violations	Violation of court orders
Disturb Peace	Chargeable disturbance of peace. Harassment, disorderly conduct
Drug Violation	All drug violations: possession of, sale of, manufacture of
Gambling	Unlawful operate, promote or assist in the operation of gaming.
Liquor Laws	Illegal Consumption, sale or possession of liquor.
Misc. Criminal	Minor offenses that do not fall under any other classification
Property Damage	All damage to property including vandalism, littering and trespassing on property
Runaway	Juvenile runaway
Sex Crimes	Misc. sex crimes: criminal sexual conduct, sexual abuse, pornography,
	indecent exposure. (non felony sex crimes)
Suspicious Activity	Suspicious activity where charges result.
Theft - Related	Fraud, credit card theft, ID theft, issuance on bad check, counterfeiting, swindle
Traffic - Alcohol	Traffic stop or accident involving a driver under the influence of alcohol or drugs
Traffic - Other	Traffic stop that results in a traffic criminal charge - DAC-IPS, Hit and Run
Weapons	Violation of manufacture, sale, purchase, transport, use of firearm.

NON-CRIMINAL	
Abuse/Neglect (NC)	Investigation of abuse or neglect of a child or adult where no charges are filed.
Alarm	Checking on an alarm at a private residence or business
Animal	Animal bites, stray animals. All calls involving animals
Assist other Agency	Assist other law enforcement office, state patrol or government departments
Auto Accd - Fatality	Auto accident in which a fatality occurred
Auto Accd - Injury	Auto accident in which injury and property damage occurred
Auto Accd - Prop Damage	Auto accident in which property damage occurred
Auto Accd - MV vs Deer	Auto accident involving a motor vehicle and deer
Background Record Checks	Records check for persons adopting a child, military, govt. employment, individual.
Boat & Water	All incidents involving boats, watercraft and/or lakes
Child Custody Dispute	Incidents involving dispute over child custody
Civil Process	Service of civil papers/court orders. Assist with civil stand by situations
Disturb Peace (NC)	Noise, harassments, disturbance of peace where charges are not filed
Domestic	Verbal argument between parties with relationship, where no charges are filed.
Driving Complaint	Complaints of bad driving behavior.
Drug - Information	Information regard drug activity. No charges filed
Fire Call	Fires and assist to fire departments
Gun Permit - Acquire	Application for a permit to purchase a handgun.
Gun Permit -Carry	Application for a permit to carry a handgun.
Gun Permit -Transfer	Applicaton for the transfer of one registered gun to another
Explosive/Firearms Dlr	Application for a permit for explosives or firearms dealer license.
House/Business Check	Check on residences or business when owners are away from property
License - Day Care	Background check for licensing day care
License - Foster Care	Background check for licensing foster care
License - Liquor	Background check for liquor licensing
License - Massage parlor	Background check for massage parlor licensing
License - Peddler	Background check for peddler licensing
Medical	Assist persons with medical issues, natural cause deaths
Mental Health	Suicides, 72 hr holds for mental health issues
Misc. Non. Criminal	General law enforcement questions: citizen assists, lost and found
	prop., civil matters, council packets and meetings, juv. disciplinary issues, etc.
Missing Person	Missing / Lost person
Open Door	Located an open door to a business or residence
Prowler (NC)	Person on property who does not belong - window peeper. No charges filed
Sex Offender Tracking	Request from State to check location of registered sex offender
Snowmobile	All incidents involving snowmobiles
Suspicious Act (NC)	Suspicious persons, acts or vehicles - no charges
Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control,
	parking violations, vehicle in the ditch and motorist assists.
Traffic - Radar Display	Traffic - Speed - Radar wagon
Traffic - Stops	All traffic stops initiated by officers
Transport	Transport persons for various reasons
Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
Warrant Issued	Warrant issued by Carver County Court Administration.
Warrant Service	Service of warrant for Carver County and other counties.

CARVER COUNTY SHERIFF'S OFFICE
City of Norwood Young America
Month of October

	2015 MONTH	2015 YTD	2014 MONTH	2014 YTD
ARRESTS - #incidents	6	39	0	27
ARRESTS - #individual	6	40	0	28
CITATIONS - other	2	48	2	26
CITATIONS - traffic	29	167	29	190
CITATIONS - parking	0	16	0	21
TOTAL CITATIONS	31	231	31	237
WARNINGS (written)	0	0	0	3
WARNINGS (verbal)	41	348	50	411
CRIMINAL				
Part I Crimes				
Arson	0	2	0	1
Assault - Aggravated	0	3	0	0
Burglary	1	13	1	13
Homicide	0	1	0	0
Robbery	0	0	0	0
Sex Crimes - felony	0	0	0	0
Theft	2	24	1	20
Theft - Vehicle	0	0	0	1
Total Part I Crimes	3	43	2	35
Part II Crimes				
Abuse/Neglect	0	2	0	2
Assault	2	16	0	8
Court Order Violation	0	7	0	3
Disturb Peace	0	13	1	9
Drug Violations	1	2	0	2
Gambling	0	0	0	0
Liquor Law Viol	0	3	0	3
Misc. Criminal	0	8	0	3
Property Damage	2	30	1	17
Runaway	1	6	0	1
Sex Crimes	0	0	0	0
Suspicious Activity	0	0	0	0
Theft - Related	2	12	1	15
Traffic - Alcohol	1	12	0	9
Traffic - Other	0	6	1	3
Weapons	0	1	0	0
Total Part II Crimes	9	118	4	75
TOTAL CRIMINAL	12	161	6	110

	2015 MONTH	2015 YTD	2014 MONTH	2014 YTD
NON-CRIMINAL				
Abuse/Neglect (not chargable)	4	28	4	37
Alarm	6	39	4	37
Animal	2	58	2	39
Assist other Agency	1	13	1	16
Auto Accd - Fatality	0	0	0	0
Auto Accd - Injury	0	3	1	5
Auto Accd - Prop Damage	0	22	4	36
Auto Accd - MV & Deer	0	2	1	2
Background Record Check	4	8	0	1
Boat & Water	0	0	0	0
Child Custody Dispute	0	8	2	8
Civil Process	1	9	0	7
Dist. Peace (not chargable)	11	91	6	87
Domestic (not chargable)	0	10	1	14
Driving Complaints	3	52	5	48
Drug - Information Only	0	5	0	3
Fire Call	2	24	2	26
Gun Permit - Acquire	3	31	4	40
Gun Permit -Carry	4	32	0	32
Gun Permit - Transfer	0	0	0	0
Explosive/Firearms Dlr Permit	0	0	0	0
House/Business Check	0	2	0	0
License - Day Care	0	0	0	0
License - Foster Care	0	0	0	0
License - Liquor	0	13	0	13
License - Masssage Parlor	0	0	0	0
License - Peddler	0	0	0	0
Medical	16	182	9	154
Mental Health	2	27	2	17
Misc. Non. Criminal	20	191	9	162
Missing Person	1	5	0	2
Open Door	0	8	2	10
Prowler (not chargable)	0	0	0	0
Sex Offender Tracking	0	1	0	0
Snowmobile	0	0	0	1
Suspicious Act (not chargable)	7	102	9	101
Traffic - Misc	7	85	5	111
Traffic - Radar Display	0	0	0	0
Traffic - Stops	69	470	73	580
Transport	0	2	0	0
Unlock Veh/Bldg	0	2	0	4
Warrant Service	1	20	1	11
TOTAL NON-CRIMINAL	164	1545	147	1604
TOTAL REPORTED	176	1706	153	1714

CARVER COUNTY SHERIFF'S OFFICE
CITY OF NORWOOD YOUNG AMERICA
2015 YEAR TO DATE AREA REPORT

	January	February	March	April	May	June	July	August	September	October	November	December	YTD
ARRESTS - #Incidents	2	1	1	5	4	1	8	8	3	6			39
ARRESTS - #individual	2	1	1	6	4	1	8	8	3	6			40
CITATIONS - other	5	0	7	4	14	6	1	5	4	2			48
CITATIONS - traffic	8	28	16	10	38	8	9	10	11	29			167
CITATIONS - parking	6	2	1	4	0	0	0	2	1	0			16
TOTAL CITATIONS	19	30	24	18	52	14	10	17	16	31	0	0	231
WARNINGS (written)	0	0	0	0	0	0	0	0	0	0			0
WARNINGS (verbal)	29	43	47	32	56	17	27	26	30	41			348

CRIMINAL													
Part I Crimes													
Arson	0	0	0	1	0	1	0	0	0	0			2
Assault - Aggravated	0	0	1	0	0	0	0	1	1	0			3
Burglary	1	0	1	4	2	1	1	1	1	1			13
Homicide	0	0	1	0	0	0	0	0	0	0			1
Robbery	0	0	0	0	0	0	0	0	0	0			0
Sex Crimes - felony	0	0	0	0	0	0	0	0	0	0			0
Theft	3	1	1	6	3	5	1	2	0	2			24
Theft - Vehicle	0	0	0	0	0	0	0	0	0	0			0
Total Part I Crimes	4	1	4	11	5	7	2	4	2	3	0	0	43
Part II Crimes													
Abuse/Neglect	0	0	1	0	0	0	1	0	0	0			2
Assault	1	0	2	0	1	1	3	5	1	2			16
Court Order Violations	1	0	0	1	0	0	0	1	4	0			7
Disturb Peace	1	0	0	1	1	2	2	2	4	0			13
Drug Violations	0	0	0	0	0	1	0	0	0	1			2
Gambling	0	0	0	0	0	0	0	0	0	0			0
Liquor Law Viol	0	0	1	0	1	0	0	1	0	0			3
Misc. Criminal	0	0	1	1	2	0	2	0	2	0			8
Property Damage	2	0	4	2	4	3	6	3	4	2			30
Runaway	0	1	1	2	0	0	1	0	0	1			6
Sex Crimes	0	0	0	0	0	0	0	0	0	0			0
Suspicious Activity	0	0	0	0	0	0	0	0	0	0			0
Theft - Related	1	1	2	2	0	1	1	1	1	2			12
Traffic - Alcohol	2	1	1	2	0	0	3	2	0	1			12
Traffic - Other	0	1	0	0	1	0	4	0	0	0			6
Weapons	0	0	0	0	0	0	1	0	0	0			1
Total Part II Crimes	8	4	13	11	10	8	24	15	16	9	0	0	118
TOTAL CRIMINAL	12	5	17	22	15	15	26	19	18	12	0	0	161

	January	February	March	April	May	June	July	August	September	October	November	December	YTD
NON-CRIMINAL													
Abuse/Neglect (NC)	6	2	4	4	2	4	1	0	1	4			28
Alarm	2	4	4	2	3	2	4	8	4	6			39
Animal	4	4	5	13	14	6	5	2	3	2			58
Assist other Agency	2	2	1	1	1	2	1	2	0	1			13
Auto Accd - Fatality	0	0	0	0	0	0	0	0	0	0			0
Auto Accd - Injury	0	1	0	0	0	1	0	0	1	0			3
Auto Accd - Prop Damag	5	6	2	0	3	0	2	1	3	0			22
Auto Accd - MV vs Deer	0	0	0	1	1	0	0	0	0	0			2
Background Record Chk	0	2	1	0	0	1	0	0	0	4			8
Boat & Water	0	0	0	0	0	0	0	0	0	0			0
Child Custody Dispute	0	1	0	1	2	2	0	2	0	0			8
Civil Process	1	1	0	1	1	0	0	1	3	1			9
Disturb Peace (NC)	8	8	9	12	7	8	6	11	11	11			91
Domestic (NC)	0	0	2	0	1	2	2	2	1	0			10
Driving Complaint	2	2	9	11	2	5	9	4	5	3			52
Drug - Information Only	2	1	0	0	0	0	1	1	0	0			5
Fire Call	1	1	3	3	0	2	6	2	4	2			24
Gun Permit - Acquire	2	9	4	2	1	2	3	2	3	3			31
Gun Permit - Carry	4	1	10	3	1	2	2	1	4	4			32
Gun Permit - Transfer	0	0	0	0	0	0	0	0	0	0			0
Explosive/Firearms Dir	0	0	0	0	0	0	0	0	0	0			0
House/Business Check	0	0	2	0	0	0	0	0	0	0			2
License - Day Care	0	0	0	0	0	0	0	0	0	0			0
License - Foster Care	0	0	0	0	0	0	0	0	0	0			0
License - Liquor	0	0	0	0	13	0	0	0	0	0			13
License - Massage Parlo	0	0	0	0	0	0	0	0	0	0			0
License - Peddler	0	0	0	0	0	0	0	0	0	0			0
Medical	12	11	21	11	15	21	21	31	23	16			182
Mental Health	2	2	5	3	1	5	5	0	2	2			27
Misc. Non. Criminal	23	13	17	22	22	22	19	19	14	20			191
Missing Person	0	1	1	0	0	1	1	0	0	1			5
Open Door	0	3	2	0	0	0	0	1	2	0			8
Prowler (NC)	0	0	0	0	0	0	0	0	0	0			0
Sex Offender Tracking	0	0	0	0	0	0	0	0	1	0			1
Snowmobile	0	0	0	0	0	0	0	0	0	0			0
Suspicious Act (NC)	17	7	8	7	6	9	15	14	12	7			102
Traffic - Misc	13	10	8	10	9	5	3	12	8	7			85
Traffic - Radar Display	0	0	0	0	0	0	0	0	0	0			0
Traffic - Stops	39	67	59	37	85	21	32	29	32	69			470
Transport	0	1	0	0	0	1	0	0	0	0			2
Unlock Veh/Bldg	0	0	1	0	0	0	0	0	1	0			2
Warrant Service	0	2	5	4	1	1	3	2	1	1			20
Total Non-Criminal	145	162	183	148	191	125	141	147	139	164	0	0	1545
TOTAL REPORTED	157	167	200	170	206	140	167	166	157	176	0	0	1706

Arrests and Summons/Complaints for

From 10/01/2015 To 10/31/2015

Norwood Young America City

ICR#	Reported	Arrest Type	Arr Date	Off Level	MOC	Charge	Cit #	Beat	City/Twsp
201500028660 -01	9/1/15	Summons/Cite/Bail Pd	10/27/2015	Felony	N131D	DISTURB PEACE-FE-STALKINC		0800	Norwood Young Amer
201500030836 -01	9/21/15	Summons/Cite/Bail Pd	10/30/2015	Gr. Misd	N2370	GM-VIOL ORDER FOR PROTEC		0800	Norwood Young Amer
201500032610 -01	10/6/15	Arrested - Booked	10/06/2015	Gr. Misd	JF5B1	TRAF-AC-GM-3RD DEG DWI-U	100015004639	0800	Norwood Young Amer
201500032610 -01	10/6/15	Arrested - Booked	10/06/2015	Gr. Misd	JFWB1	TRAF-AC-GM-3RD DEG DWI-0	100015004639	0800	Norwood Young Amer
201500034378 -01	10/21/15	Arrested - Booked	10/21/2015	Felony	B1294	BURG 1-OCC RES NO FRC-U-U		0800	Norwood Young Amer
201500034727 -01	10/25/15	Arrested - Booked	10/25/2015	Felony	AJ351	ASLT-DOMESTIC-FE-INFLT BO	100015004906	0800	Norwood Young Amer
201500034960 -01	10/27/15	Arrested - Booked	10/27/2015	Misd.	AL552	ASLT-DOMESTIC-MS-THRT BO	100015004939	0800	Norwood Young Amer

Total ICR's: 6

Total Individuals Arrested: 6 **Total Charges: 7**

Carver County Sheriff
All Other Citation
From 10/01/2015 To 10/31/2015

Norwood Young America City

Beat	Citation Nr	Issued Date	Locatio n	Local Code	Charge Literal	Statute	Citation Type
0800	100015004793	10/16/2015	Reform St N/Hwy 212 W	DC500	DRUGS-DRUG PARAPH-POSSES!	152.092	Misd. Off - Citation
				D8540	DRUGS-SMALL AMOUNT MARIJ	152.027.4(a)	
0800	100015004794	10/16/2015	Reform St N/Hwy 212 W	D8540	DRUGS-SMALL AMOUNT MARIJ	152.027.4(a)	Misd. Off - Citation
				9066	Traffic Control Device	169.06.5(a)(3)(	

TOTAL CITATIONS ISSUED: 2

Carver County Sheriff
Traffic Citations
From 10/01/2015 To 10/31/2015

Norwood Young America City

Beat	Citation Nr	Issued Date	Locatio n	Local Code	Charge Literal	Statute	Citation Type
0800	100015004574	10/01/2015	410 Faxon Rd N	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004588	10/02/2015	Hwy 212 E/Industrial Blvd	9274	No Proof Of Insurance	169.791.2(a)	Traffic - Citation
0800	100015004598	10/03/2015	Railroad St E/Faxon Rd N	9274	No Proof Of Insurance	169.791.2(a)	Traffic - Citation
0800	100015004605	10/04/2015	2 Av Se/2 St Se	9202	No Valid Mn DL	171.02.1	Traffic - Citation
				9065	Stop Sign	169.30(b)	
				9274	No Proof Of Insurance	169.791.2(a)	
0800	100015004641	10/07/2015	Central Av N/Main St E	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004653	10/08/2015	Hwy 5 & 25/Central Av	9208	No MN DL In Possession	171.08	Traffic - Citation
				9274	No Proof Of Insurance	169.791.2(a)	
0800	100015004670	10/09/2015	Railroad St E/Faxon Rd N	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004673	10/09/2015	Elm St E/Faxon Rd S	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004675	10/09/2015	Hwy 212 W/Morse St	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004676	10/09/2015	Elm St E/Oak St S	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004723	10/11/2015	Elm St W/Reform St S	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004736	10/12/2015	Reform St S/Elm St W	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004754	10/13/2015	Wilson St W/Reform St N	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004800	10/17/2015	Hwy 212 W/Reform St N	9040	Speed	169.14.2(a)(2)	Traffic - Citation
0800	100015004828	10/19/2015	Railroad St E/Railroad Dr	9040	Speed	169.14.2(a)	Traffic - Citation
				9286	Seatbelt Violation	169.686.1(a)	
0800	100015004829	10/19/2015	Railroad St E/Faxon Rd N	9065	Stop Sign	169.30(b)	Traffic - Citation
				9275	No MV Insurance	169.797.3	
0800	100015004837	10/19/2015	Elm St E/Faxon Rd S	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004841	10/19/2015	Hwy 212 E/Faxon Rd N	9274	No Proof Of Insurance	169.791.2(a)	Traffic - Citation
0800	100015004842	10/19/2015	Faxon Rd/Hwy 212	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004844	10/19/2015	502 Faxon Rd N	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004843	10/19/2015	503 Faxon Rd N	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004845	10/19/2015	Railroad St E/Faxon Rd N	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004846	10/19/2015	Elm St E/Faxon Rd S	9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation
0800	100015004848	10/19/2015	Trilane Dr/Central Av	9040	Speed	169.14.2(a)	Traffic - Citation
0800	100015004849	10/19/2015	2 Av Se/Devonshire Dr	9274	No Proof Of Insurance	169.791.2(a)	Traffic - Citation
0800	100015004850	10/19/2015	Railroad St E/Faxon Rd N	9040	Speed	169.14.2(a)(1)	Traffic - Citation

Carver County Sheriff
Traffic Citations
From 10/01/2015 To 10/31/2015

0800	100015004852	10/19/2015	1 Av Ne/1 St Ne	9274	No Proof Of Insurance	169.791.2(a)	Traffic - Citation
0800	100015004913	10/25/2015	300 Oak Dr	9279	Expired Tabs	169.79.1	Traffic - Citation
0800	100015004933	10/26/2015	Reform St S/Elm St W	9065	Stop Sign	169.20.3(b)	Traffic - Citation

TOTAL CITATIONS ISSUED: 29

Carver County Sheriff's Office
Verbal Warnings
From: 10/01/2015 to 10/31/2015

Norwood Young America City

Driving Complaint: 1

Traffic Stop: 40

Grand Total Verbal Warnings: 41