



CITY COUNCIL AGENDA

December 28, 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 November 23, 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.)

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 December 14, 2015

4.2 Approve payment of claims

4.3 Agreement for Economic Development Coordinator Services

4.4 Agreement for Planning Consultant Services

4.5 Carver County 2016 GIS Specialist Shared Position Agreement

4.6 Accept Dorothy Bohnen's Resignation from Parks & Recreation Commission

4.7 Appoint Fire Department Officers

5. Public Hearing

6. Old Business

6.1 Oak Lane Reduced Trunk Fees

6.2 2016 Property Tax Levy and Budget Amendment

6.3 Resolution 2015-32, Family Dollar Non-Conforming Parking Spaces Variance Amendment

7. New Business

7.1 Street Sweeper Mutual Agreement

7.2 City Attorney Agreement

7.3 Resolution 2015-33, 2015 Budget Amendment

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: Mediacom Notice of Rate Adjustments.

UPCOMING MEETINGS & EVENTS

January 11	City Council – 6:30 p.m.
January 13	Safety Committee – 1:30 p.m.
January 13	Economic Development Commission – 6:30 p.m.
January 14	Senior Advisory Committee – 9 a.m.
January 19	Parks and Rec. Commission – 5:30 p.m.; Planning Commission – 7:00 p.m.
January 25	EDA and City Council – 6:30 p.m.



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, December 14, 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, City Attorney Jay Squires

Also Present: Brad Falteysek – Abdo Eick & Meyers, Adam Gruenewald – NYA Times, Charlie Storms – Planning Commission, Kieran Dwyer – Dorsey Whitney, Tracy Nelson/Linda Beckman/Andy Schultz – Elite Waste Disposal, Jim Wollschlanger/Deb Gatz – Randy's Environmental Services, Darrell Hoekstra/Micah Hamstra – Waste Management

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

Approve Agenda

Motion: CL/DS, all in favor to approve the agenda. Motion carried.

Consent Agenda

4.1 Approve minutes of November 23, 2015 meeting

4.2 Approve payment of claims

4.3 Resolution 2015-27, a Resolution Approving Contributions

Motion: CL/MM, all in favor to approve the consent agenda as listed above. Motion carried.

Public Hearing

5.1 Truth In Taxation Hearing – Steve Helget provided a power point presentation. Proposed levy is \$1,922,161 which represents about a 6.2% or \$110,290 increase. Of this amount, approximately 40% is for debt service obligations. The proposed General Fund Operating Budget is \$1,877,240 which represents an increase of 7.7% or \$134,265. Fund reserves will be used to assist in the debt service obligations which allow for the tax levy to be lower.

Motion: DS/CH, all in favor to close the Truth in Taxation Hearing. Motion carried.

Old Business

6.1 Refuse and Recycling Collection Proposals

Proposals were received by three vendors for Refuse and Recycling Collection. A spokesperson from each vendor approached the council to review their proposal and answer any questions.

- Darrell Hoeckstra - Waste Management – currently provides service to nearly half of NYA.
- Tracy Nelson - Elite Waste Disposal – Family owned business in Jordan. Provides service to nearly 9,000 customers in or around the metro area.
- Deb Gatz - Randy's Environmental Services – Family owned business in Delano. Within the last year, Randy's has gone door-to-door and handed out flyers to attract new customers in NYA - currently services about 700 customers.
- Concerns were brought forward from attorneys for Waste Management (Micah Hamstra) and Randy's (Kieran Dwyer) regarding NYA's process and how it may not comply with the MN law regarding an Open System versus Organized Collection (Minn Stat 115A.94). NYA's City Attorney, Jay Squires, noted that NYA's request for proposals was within this MN law.
- Concern from resident Charlie Storms regarding the cost to residents if they are required to terminate their contract with current company. He was told that there would be a fee to pick up container and to clean it of around \$46.

Motion: CL/CH, MM, TD in favor of a three year license agreement offered to Waste Management and Randy's Environmental Services for Refuse and Recycling Collection. DS opposed. Motion carried 4-1.

New Business

7.1 Resolution 2015-28, Adopting 2016 Property Tax Levy

Motion: DS/CL, all in favor to approve Resolution 2015-28, Adopting 2016 Property Tax Levy

7.2 Resolution 2015-29, Adopting 2016 General Fund Operating Budget

Motion: CL/CH, all in favor to approve Resolution 2015-29, Adopting 2016 General Fund Operating Budget

7.3 2016 - 2020 Financial Plan

Brad Falteysek presented the proposed 2016-2020 Financial Plan. Goals included:

- Reach a 50% cash reserve in General Fund.
- Maintain positive resources in the City's debt service funds throughout the life of the bond.
- Ensure enterprise funds (water & sewer) reach an operating cash balance that is equal or above 50% of annual operating expense.
- Build & maintain capital resources to fund the capital improvement/equipment replacement plan.
- Reduce the City reliance on local government aid over 15 year period.
- Build and maintain positive cash balances in all City funds.
- Incorporate an infrastructure improvement plan into the long range plan focusing on planning projects to fit the debt management goals of the City.

Motion: CH/DS, all in favor to approve the 2016 – 2020 Financial Plan.

Council Member Reports

DS – Senior Advisory Committee - The Haven construction is progressing; plans for completion in April 2016.
CL – Personnel Committee – Handbook nearing completion. Fire Dept. interviews for open officer positions.
TD – Economic Development Committee - Reviewed annual report. Discussed goals and brainstormed ways to promote NYA.

Adjournment

Motion: CL/MM, all in favor to adjourn the meeting at 8:09pm.

UPCOMING EVENTS

December 15	Parks and Rec. Commission – 5:30 p.m.; Planning Commission – 7:00 p.m.
December 28	EDA and City Council – 6:30 p.m.
January 11	City Council – 6:30 p.m.
January 13	Economic Development Commission – 6:30 p.m.
January 14	Senior Advisory Committee – 9:00 a.m.
January 19	Parks and Rec. Commission – 5:30 p.m.; Planning Commission – 7:00 p.m.
January 25	EDA and City Council – 6:30 p.m.

Respectfully Submitted,

Kelly Hayes
City Clerk - Treasurer

Mayor

CITY OF NORWOOD YOUNG AMERICA

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

To Be Approved: December 28, 2015

Pre-Paid Claims **\$73,779.87**
(Check Sequence #503444-503492; 25154-25157)

Claims Pending Payment **\$64,655.02**
(Check Sequence #25086-25153)

Grand Total **\$138,434.89**

Check number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
503444	000000062	BEAVER, ROLLIN N.	23	SEMI-MONTHLY	\$1,370.02	15-Dec-15	Outstanding
503445	000000101	Hayes, Kelly	23	SEMI-MONTHLY	\$1,431.22	15-Dec-15	Outstanding
503446	000000032	Hormann, Duane	23	SEMI-MONTHLY	\$335.59	15-Dec-15	Outstanding
503447	000000079	KELLER, TEDI ANNE	23	SEMI-MONTHLY	\$803.44	15-Dec-15	Outstanding
503448	000000096	NIESEN, CHRISTOPHER D.	23	SEMI-MONTHLY	\$1,219.03	15-Dec-15	Outstanding
503449	000000064	Pasquorette, Melissa	23	SEMI-MONTHLY	\$1,092.82	15-Dec-15	Outstanding
503450	000000098	STORM, JENNIFER LYNN	23	SEMI-MONTHLY	\$618.16	15-Dec-15	Outstanding
503451	000000082	WINTER, RYAN P	23	SEMI-MONTHLY	\$2,014.19	15-Dec-15	Outstanding
503452	000000203	ARETZ, BRENT R	23	SEMI-MONTHLY	\$2,289.25	15-Dec-15	Outstanding
503453	000000626	BAUMANN, ROBBIE L	23	SEMI-MONTHLY	\$1,486.83	15-Dec-15	Outstanding
503454	000000602	EHRENBERG, STEVEN W	23	SEMI-MONTHLY	\$2,879.70	15-Dec-15	Outstanding
503455	000000629	FRANCK, JASON L	23	SEMI-MONTHLY	\$2,063.02	15-Dec-15	Outstanding
503456	000000630	GLANDER, CHRISTOPHER	23	SEMI-MONTHLY	\$2,853.81	15-Dec-15	Outstanding
503457	000000631	KANDUTH, STEVEN	23	SEMI-MONTHLY	\$812.68	15-Dec-15	Outstanding
503458	000000633	KUBE, JOE	23	SEMI-MONTHLY	\$895.79	15-Dec-15	Outstanding
503459	000000613	LANO, PAUL	23	SEMI-MONTHLY	\$1,754.65	15-Dec-15	Outstanding
503460	000000103	LENZ, DEBRA A	23	SEMI-MONTHLY	\$2,616.15	15-Dec-15	Outstanding
503461	000000634	LUSKEY, PETER	23	SEMI-MONTHLY	\$2,964.43	15-Dec-15	Outstanding
503462	000000656	MAAS, MATTHEW M	23	SEMI-MONTHLY	\$9.23	15-Dec-15	Outstanding
503463	000000118	MENZEL, ALICIA	23	SEMI-MONTHLY	\$1,989.16	15-Dec-15	Outstanding
503464	000000650	MOLNAU, JESSE	23	SEMI-MONTHLY	\$1,062.02	15-Dec-15	Outstanding
503465	000000607	NOLL, STEVEN J	23	SEMI-MONTHLY	\$2,611.21	15-Dec-15	Outstanding
503466	000000655	ORR, DAVID A	23	SEMI-MONTHLY	\$1,163.61	15-Dec-15	Outstanding
503467	000000638	RAETHER, KEVIN W	23	SEMI-MONTHLY	\$2,973.67	15-Dec-15	Outstanding
503468	000000219	SCHRUPP, JOHN O	23	SEMI-MONTHLY	\$1,340.73	15-Dec-15	Outstanding
503469	000000648	SMITH, MATTHEW D	23	SEMI-MONTHLY	\$683.39	15-Dec-15	Outstanding
503470	000000022	STACKEN, PATRICK	23	SEMI-MONTHLY	\$1,354.62	15-Dec-15	Outstanding
503471	000000205	STENDER, DANIEL H	23	SEMI-MONTHLY	\$1,505.85	15-Dec-15	Outstanding
503472	000000615	STENDER, MARK	23	SEMI-MONTHLY	\$2,313.37	15-Dec-15	Outstanding
503473	000000216	Wigfield, Andy	23	SEMI-MONTHLY	\$1,357.54	15-Dec-15	Outstanding
503474	000000058	Helget, Steven P	23	SEMI-MONTHLY	\$2,189.66	15-Dec-15	Outstanding
503475	000000060	KLOEMPKEN, JASON A	23	SEMI-MONTHLY	\$1,104.59	15-Dec-15	Outstanding
503476	000000042	Brincefield, Leland	23	SEMI-MONTHLY	\$184.70	15-Dec-15	Outstanding
503477	000000043	BRINCEFIELD, LOGAN L	23	SEMI-MONTHLY	\$230.87	15-Dec-15	Outstanding
503478	000000111	DROEGE, BRADLEY	23	SEMI-MONTHLY	\$1,911.64	15-Dec-15	Outstanding
503479	000000106	HACKBARTH, JESSE W	23	SEMI-MONTHLY	\$461.75	15-Dec-15	Outstanding
503480	000000104	KARELS, TODD	23	SEMI-MONTHLY	\$1,034.32	15-Dec-15	Outstanding
503481	000000107	MARTIN, JAMES	23	SEMI-MONTHLY	\$766.50	15-Dec-15	Outstanding
503482	000000108	MEULENERS, ANTHONY	23	SEMI-MONTHLY	\$951.20	15-Dec-15	Outstanding
503483	000000013	Nelson, Justin L.	23	SEMI-MONTHLY	\$886.56	15-Dec-15	Outstanding
503484	000000658	STOCKMAN, CHAD A.	23	SEMI-MONTHLY	\$415.57	15-Dec-15	Outstanding
503485	000000609	TEUBERT, ANDREW J	23	SEMI-MONTHLY	\$101.58	15-Dec-15	Outstanding
503486	000000621	THOMAS, MARK	23	SEMI-MONTHLY	\$3,952.58	15-Dec-15	Outstanding
503487	000000081	THOMAS, WESLEY	23	SEMI-MONTHLY	\$1,354.62	15-Dec-15	Outstanding
503488	000000109	ULRICH, ALYSSA	23	SEMI-MONTHLY	\$1,135.90	15-Dec-15	Outstanding
503489	000000097	VILLALVA, MIKE	23	SEMI-MONTHLY	\$434.04	15-Dec-15	Outstanding
503490	000000649	WENISCH, ROMIE	23	SEMI-MONTHLY	\$3,029.04	15-Dec-15	Outstanding
503491	000000643	ZUM BERGE, STEVEN	23	SEMI-MONTHLY	\$5,236.24	15-Dec-15	Outstanding
503492		Klein Bank Summary			\$73,226.34		

CITY OF NORWOOD YOUNG AMERICA

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*Check Summary Register©

DECEMBER 2015

Name	Check Date	Check Amt	
10100 CHECKING			
Paid Chk# 025154	AMSTERDAM PRINTING & LITHO 12/11/2015	\$119.59	EMPLOYMENT APPS
Paid Chk# 025155	SUN LIFE ASSURANCE COMPAN 12/14/2015	\$341.94	
Paid Chk# 025156	CARVER COUNTY RECORDER 12/15/2015	\$46.00	ROGO CUP
Paid Chk# 025157	CARVER COUNTY RECORDER 12/15/2015	\$46.00	STOLZ VARIANCE
	Total Checks	\$553.53	

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DECEMBER 2015

Check Amt Invoice Comment

10100 CHECKING

Paid Chk#	Date	Payee	Check Amt	Invoice	Comment
Paid Chk# 025158 12/28/2015 ABDO, EICK, & MEYERS					
E 101-41500-301		Auditing and Acct g Services	\$1,500.00	356355	LONG RANGE FINANCIAL PLAN
Total ABDO, EICK, & MEYERS			\$1,500.00		
Paid Chk# 025159 12/28/2015 ANCOMCOMMUNICATIONS, INC.					
E 101-42200-323		Radio Units	\$556.50	57242	PAGER REPAIRS
Total ANCOMCOMMUNICATIONS, INC.			\$556.50		
Paid Chk# 025160 12/28/2015 BABER, DOANE					
E 101-41330-317		EDC Board	\$20.00		EDC STIPEND
Total BABER, DOANE			\$20.00		
Paid Chk# 025161 12/28/2015 BOLTON & MENK, INC					
E 601-49400-304		Legal Fees	\$357.50	185165	RATE STUDY
Total BOLTON & MENK, INC			\$357.50		
Paid Chk# 025162 12/28/2015 CARDMEMBER SERVICE					
E 601-49400-430		Miscellaneous (GENERAL)	\$55.96		
E 601-49400-350		Print/Publishing/Postage	\$3.54		POSTAGE
E 101-43100-221		Repair/Maintenance Equipment	\$372.55		PUMP WAGON
Total CARDMEMBER SERVICE			\$432.05		
Paid Chk# 025163 12/28/2015 CARVERLINK-CARVER CO BROADBAND					
E 101-42100-321		Telephone	\$85.02		
E 101-46500-321		Telephone	\$42.51		
E 101-43100-321		Telephone	\$68.31		
E 101-42200-321		Telephone	\$184.93		
E 101-41940-321		Telephone	\$249.86		
E 101-41400-321		Telephone	\$170.05		
E 101-41320-321		Telephone	\$170.05		
E 101-41300-321		Telephone	\$170.05		
E 101-45500-321		Telephone	\$212.56		
E 101-49860-321		Telephone	\$33.75		
Total CARVERLINK-CARVER CO BROADBAND			\$1,387.09		
Paid Chk# 025164 12/28/2015 CENTER POINT					
E 101-45500-383		Gas Utilities	\$37.10		314 ELM ST W
E 601-49400-383		Gas Utilities	\$206.87		104 3RD AVE SE
E 602-49450-383		Gas Utilities	\$18.01		406 2ND AVE SE
E 101-41940-383		Gas Utilities	\$41.79		318 ELM ST W
E 101-41940-383		Gas Utilities	\$145.67		310 ELM ST W
Total CENTER POINT			\$449.44		
Paid Chk# 025165 12/28/2015 CONNELLY INDUSTRIAL ELECTRONIC					
E 602-49450-223		Repair/Maintenance Bldg/Ground	\$1,277.07	14394	CEMETERY LIFT STATION
Total CONNELLY INDUSTRIAL ELECTRONIC			\$1,277.07		

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			Check Amt	Invoice	Comment
Paid Chk# 025166	12/28/2015	DELTA DENTAL			
G 101-21714	Dental Insurance		\$1,004.15		DENTAL INSURANCE
		Total DELTA DENTAL	\$1,004.15		
Paid Chk# 025167	12/28/2015	DELUXE			
E 101-41400-430	Miscellaneous (GENERAL)		\$86.06	2035760835	DEPOSIT TICKETS
		Total DELUXE	\$86.06		
Paid Chk# 025168	12/28/2015	DIEDRICK, TINA			
E 101-41330-317	EDC Board		\$100.00		EDC STIPEND
		Total DIEDRICK, TINA	\$100.00		
Paid Chk# 025169	12/28/2015	EHLERS AND ASSOCIATES, INC			
E 101-41500-310	Other Professional Services		\$2,375.00	69271	
		Total EHLERS AND ASSOCIATES, INC	\$2,375.00		
Paid Chk# 025170	12/28/2015	FASTENAL			
E 601-49400-221	Repair/Maintenance Equipment		\$28.33	MNWAC44042	EYE NUT, TRUBOLT
E 602-49450-221	Repair/Maintenance Equipment		\$28.33	MNWAC44042	EYE NUT, TRUBOLT
		Total FASTENAL	\$56.66		
Paid Chk# 025171	12/28/2015	GRUNDAHL, WILLIAM			
E 101-41330-316	Planning Commission		\$225.00		PC STIPEND
		Total GRUNDAHL, WILLIAM	\$225.00		
Paid Chk# 025172	12/28/2015	HALLQUIST, KAREN			
E 101-41330-316	Planning Commission		\$225.00		PC STIPEND
		Total HALLQUIST, KAREN	\$225.00		
Paid Chk# 025173	12/28/2015	HEALTH PARTNERS			
G 101-21706	Hospitalization/Medical Ins		\$10,083.81	62821619	INSURANCE
		Total HEALTH PARTNERS	\$10,083.81		
Paid Chk# 025174	12/28/2015	HEHER, CRAIG			
E 101-41330-316	Planning Commission		\$275.00		PC STIPEND
E 101-41330-317	EDC Board		\$90.00		EDC STIPEND
		Total HEHER, CRAIG	\$365.00		
Paid Chk# 025175	12/28/2015	HILGERS PLUMBING & HEATING, IN			
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$140.00	10460	MAINT SHED
		Total HILGERS PLUMBING & HEATING, IN	\$140.00		
Paid Chk# 025176	12/28/2015	HOERNEMANN, JR			
E 101-41330-316	Planning Commission		\$275.00		PC STIPEND
		Total HOERNEMANN, JR	\$275.00		
Paid Chk# 025177	12/28/2015	HYDRO ENGINEERING INC			
E 101-43100-221	Repair/Maintenance Equipment		\$284.89	74311	SNOW PLOW BLADE REPAIR

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			Check Amt	Invoice	Comment
Total HYDRO ENGINEERING INC			\$284.89		
Paid Chk# 025178	12/28/2015	KEMP, CASSANDRA			
E 101-41330-316	Planning Commission		\$50.00		PC STIPEND
Total KEMP, CASSANDRA			\$50.00		
Paid Chk# 025179	12/28/2015	LAGERGREN, MARK			
E 101-41330-316	Planning Commission		\$200.00		PC STIPEND
Total LAGERGREN, MARK			\$200.00		
Paid Chk# 025180	12/28/2015	LANO EQUIPMENT			
E 275-43100-543	Streets-Equipment		\$3,000.00	18892	SNOWBLOWER
E 101-43100-221	Repair/Maintenance Equipment		\$39.53	92035	COUPLER
Total LANO EQUIPMENT			\$3,039.53		
Paid Chk# 025181	12/28/2015	LUND, CHRIS			
E 101-41330-317	EDC Board		\$80.00		EDC STIPEND
Total LUND, CHRIS			\$80.00		
Paid Chk# 025182	12/28/2015	MATHWIG, BRUCE			
E 101-41330-317	EDC Board		\$100.00		EDC STIPEND
Total MATHWIG, BRUCE			\$100.00		
Paid Chk# 025183	12/28/2015	MCPADDEN, MICHAEL W			
E 101-41330-317	EDC Board		\$70.00		EDC STIPEND
Total MCPADDEN, MICHAEL W			\$70.00		
Paid Chk# 025184	12/28/2015	MENARDS-HUTCHINSON			
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$170.62	77507	PAVILION TABLE/CHAIR CART
Total MENARDS-HUTCHINSON			\$170.62		
Paid Chk# 025185	12/28/2015	METRO WEST INSPECTION SERVICES			
E 101-42400-312	Building Inspection Fee		\$1,250.91		PERMITS
E 101-42400-328	Rental Dwelling Inspections		\$473.00		RENTALS
Total METRO WEST INSPECTION SERVICES			\$1,723.91		
Paid Chk# 025186	12/28/2015	MID-COUNTY CO-OP OIL ASSN			
E 101-43100-212	Motor Fuels		\$403.35	16371	WINTER DIESEL
Total MID-COUNTY CO-OP OIL ASSN			\$403.35		
Paid Chk# 025187	12/28/2015	MINI BIFF			
E 101-45200-418	Other Rentals (Biffs)		\$44.42	A-76085	WILLKOMMEN
Total MINI BIFF			\$44.42		
Paid Chk# 025188	12/28/2015	MINNESOTA RURAL WATER ASSOC			
E 601-49400-433	Dues and Subscriptions		\$125.00		MEMBERSHIP DUES
E 602-49450-433	Dues and Subscriptions		\$125.00		MEMBERSHIP DUES
Total MINNESOTA RURAL WATER ASSOC			\$250.00		

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			Check Amt	Invoice	Comment
Paid Chk# 025189	12/28/2015	MINNESOTA VALLEY TESTING LAB			
E 601-49400-217	Lab Fees		\$89.00	787399	COLIFORM
		Total MINNESOTA VALLEY TESTING LAB	\$89.00		
Paid Chk# 025190	12/28/2015	MOLNAU, SARAH			
E 101-41330-317	EDC Board		\$60.00		EDC STIPEND
		Total MOLNAU, SARAH	\$60.00		
Paid Chk# 025191	12/28/2015	NYA TIMES			
E 601-49400-350	Print/Publishing/Postage		\$65.62	284006	
E 602-49450-350	Print/Publishing/Postage		\$65.62	284006	
E 601-49400-350	Print/Publishing/Postage		\$65.62	285694	
E 602-49450-350	Print/Publishing/Postage		\$65.62	285694	
		Total NYA TIMES	\$262.48		
Paid Chk# 025192	12/28/2015	PERA			
E 101-42200-444	Fire Relief		\$18,780.00	89841	SVFP CONTRIBUTIONS
		Total PERA	\$18,780.00		
Paid Chk# 025193	12/28/2015	PERFORMANCE PLUS LLC			
E 101-42200-208	Medical-Physicals		\$2,002.00	4235	MEDICAL ESAMINATION
		Total PERFORMANCE PLUS LLC	\$2,002.00		
Paid Chk# 025194	12/28/2015	QUILL CORPORATION			
E 101-41400-200	Office Supplies (GENERAL)		\$47.97	1212553	TP, POST-ITS
E 101-41400-200	Office Supplies (GENERAL)		\$53.95	1257033	DESKPAD, 3 HOLE PUNCH, PEN
E 101-41400-200	Office Supplies (GENERAL)		\$147.38	1360295	BANKERS BOX
E 101-41400-200	Office Supplies (GENERAL)		\$119.90	1360841	PAPER
		Total QUILL CORPORATION	\$369.20		
Paid Chk# 025195	12/28/2015	RUPP, ANDERSON, SQUIRES, PA			
E 101-41500-304	Legal Fees		\$236.75		MISC ATTORNEY
E 101-41500-304	Legal Fees		\$75.00		MISC ATTORNEY
G 809-22100	Escrow Collected		\$60.00		BIERMANN
E 101-41500-304	Legal Fees		\$915.00		FRANCHISE AGREEMENT
E 101-41500-304	Legal Fees		\$315.00		YAC
		Total RUPP, ANDERSON, SQUIRES, PA	\$1,601.75		
Paid Chk# 025196	12/28/2015	SCHMIDT, JULIE			
E 101-41330-317	EDC Board		\$100.00		EDC STIPEND
		Total SCHMIDT, JULIE	\$100.00		
Paid Chk# 025197	12/28/2015	STRICKFADEN, KYLE			
E 101-41330-317	EDC Board		\$60.00		EDC STIPEND
		Total STRICKFADEN, KYLE	\$60.00		
Paid Chk# 025198	12/28/2015	SUN LIFE ASSURANCE COMPANY			
G 101-21707	Disability Insurance		\$310.18		DISABILITY

CITY OF NORWOOD YOUNG AMERICA

12/22/15 3:54 PM

Page 5

***Check Detail Register©**

DECEMBER 2015

		Check Amt	Invoice	Comment
Total SUN LIFE ASSURANCE COMPANY		\$310.18		
Paid Chk# 025199	12/28/2015 TROCKE MONUMENTS			
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$500.00		VETERANS PARK MONUMENT
Total TROCKE MONUMENTS		\$500.00		
Paid Chk# 025200	12/28/2015 US POSTAL SERVICE			
E 101-41400-350	Print/Publishing/Postage	\$490.00		STAMPS
Total US POSTAL SERVICE		\$490.00		
Paid Chk# 025201	12/28/2015 XCEL ENERGY			
E 101-41940-381	Electric Utilities	\$1,228.09		
E 101-45500-381	Electric Utilities	\$607.70		
E 601-49400-381	Electric Utilities	\$2,035.07		104 3RD AVE SE
E 101-45200-381	Electric Utilities	\$326.82		
E 101-43100-381	Electric Utilities	\$527.32		
E 101-43100-380	Street Lighting	\$2,206.78		
E 101-42200-381	Electric Utilities	\$231.20		
E 602-49450-381	Electric Utilities	\$4,802.38		
E 101-49860-381	Electric Utilities	\$179.00		
E 601-49400-381	Electric Utilities	\$541.83		
E 101-42500-381	Electric Utilities	\$12.17		
Total XCEL ENERGY		\$12,698.36		
10100 CHECKING		\$64,655.02		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$51,638.65
275 CAPITAL	\$3,000.00
601 WATER FUND	\$3,574.34
602 SEWER FUND	\$6,382.03
809 Escrow - Biermann	\$60.00
	\$64,655.02



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: December 28, 2015
SUBJECT: Agreement for Economic Development Coordinator Services

Proposed is to renew the annual agreement with Joanne Foust, Municipal Development Group, for economic development coordinator consulting services. As Jo states in the enclosed letter the only change to the agreement is her hourly fee is increasing from \$80 to \$85 per hour.

Suggested Motion:

Motion to approve the economic development coordinator consulting agreement with the Municipal Development Group, Inc.



November 22, 2015

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

RE: Economic Development Consulting

Dear Mayor Diedrick, Members of the City Council and City Administrator Helget,

Thank you for the opportunity to provide economic development consulting services to the City of Norwood Young America over the past year. I have enjoyed working with the EDC, staff and meeting business owners in the community.

I would appreciate the opportunity to continue to work with the City on economic development projects in 2016. Enclosed please find a proposed contract. I am happy to work with the EDC and City Council to further refine the Scope of Services as the 2016 Goals and Objectives are further defined by the EDC. Please note, this is the same contract language as the 2015 contract, with the exception of the hourly rate which has been changed from \$80 to \$85 per hour, as we have not had a corporate rate increase since 2010.

If you have any questions, please do not hesitate to contact me. I look forward to continuing the economic development efforts for the City of Norwood Young America in 2016!

Best regards,

Joanne Foust, Principal
Municipal Development Group, Inc.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of December, 2015 by and between the City of Norwood Young America, a Municipal Corporation, hereinafter referred to as the "City" and Municipal Development Group, Inc., a Corporation, hereinafter referred to as the "Company".

I. DEFINITIONS

- A. City – The "City" shall be defined as the City of Norwood Young America, a Municipal corporation.
- B. Company – The "Company" shall be defined as Municipal Development Group, Inc., a Minnesota corporation.
- C. Consulting Economic Development Services – "Consulting Economic Development Services" shall be defined as consulting services relating to business and economic development for the City of Norwood Young America.
- D. Hourly Fee- The "Hourly Fee" shall be defined as \$85 per hour fee charge for Consulting Planner Services. Invoicing will occur on a monthly basis for the contracted hours. The Company shall be reimbursed for additional expenses including, but not limited to, mileage (at federal rate), long-distance phone charges, postage and copying.
- E. Off-Site – "Off-Site" shall be defined as consulting services provided for the City of Norwood Young America at the company's office.
- F. On-Site - "On-Site" shall be defined as consulting services provided at the City of Norwood Young America's offices as opposed to those services provided at the Company's offices.
- G. Reimbursable Expenses- "Reimbursable Expenses" shall be defined as the expenses associated with projects completed for the City including long distance telephone service fees, long distance fax charges, printing and reproduction, supplies directly related to a specific service or project and mileage expenses based on the federal reimbursable rate for mileage.

II. SCOPE OF SERVICES AND FEES

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

Basic services and fees shall include:

- A. The Company shall provide contracted off-site office hours on an as needed basis. In addition, the Company shall be available for meetings and to answer questions at other times as directed or approved by the City Administrator.
- B. The Company shall attend approximately one Economic Development Authority meeting per month as well as additional meetings as requested by the City.
- C. The Company shall work with the City and EDA to prioritize Economic Development projects and shall be available to facilitate various projects which may include some of the following, as directed by the City/EDA:
- Economic development strategic planning ;
 - Business Retention and Expansion Visits/Surveys;
 - Financial packaging – working with regional, state and federal programs to assist local businesses;
 - Grant writing including the MN Investment Fund, Business Development Infrastructure Grant, USDA Rural Development, etc. if a feasible project warrants these programs;
 - Coordination of programs including business education (Coordination with Chambers of Commerce), Manufacturers' Week activities, etc.;
 - Downtown and Highway Commercial redevelopment planning and implementation;
 - Industrial park development;
 - Identification of potential marketing opportunities for the EDA including participation in MN Real Estate Journal Conferences, MnCARR expos, etc.
 - On-site and as-needed office hours to meet with business prospects as well as local businesses; and
 - Coordination with other agencies including SCORE, the Initiative Foundation, LegalCorps, SBA, etc.
- D. The Company shall invoice the City on a monthly basis for contract hours, plus reimbursable expenses as approved by the City. An itemized monthly invoice of the total hours and projects completed by the Company shall be provided to the City.
- E. The Company may provide additional assistance in conjunction with specific projects as authorized by the City for a lump sum project fee or on an hourly basis.
- F. The Company shall be reimbursed for other reimbursable expenses directly related to consulting planning services provided for the City, including mileage and travel, long distance phone/fax and copies. The Company shall be reimbursed for mileage at the federal tax rate. All such expenses shall be subject to the approval of the City and generally consistent with the attached schedule.

III. RESPONSIBILITIES

- A. The Company shall respond to inquiries from the City or development applicants in a timely fashion, generally within twenty-four (24) business hours.

- B. The Company shall prepare and submit itemized invoices detailing the projects completed and the dates in which services were provided by the tenth (10th) of each month following the service.
- C. If the City requires the Company to provide on-site office hours, the City shall be responsible for providing a work space for the Company to utilize while completing said on-site consulting service hours. The Company shall be responsible for providing a computer.
- D. The Company shall provide office space for consulting services provided off-site.

IV. MISCELLANEOUS PROVISIONS

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

V. TERM OF AGREEMENT

This Agreement covers the period beginning January 2, 2016 through December 31, 2016. This agreement shall renew for successive one year terms unless terminated by either of the parties hereto.

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

City of Norwood Young America, a Municipal Corporation

By: _____

Its: _____

Dated: _____

MUNICIPAL DEVELOPMENT GROUP, INC., a
Minnesota Corporation

By: _____

Its: _____

Dated: _____

Reimbursement Rate Schedule – Municipal Development Group, Inc.

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



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: December 28, 2015
SUBJECT: Agreement for Planning Consultant Services

Proposed is to renew the annual agreement with Cynthia Smith Strack for planning consulting services. Cynthia is no longer with the Municipal Development Group but has her own company called Strack Consulting LLC. No changes are proposed to the fee structure.

Suggested Motion:

Motion to approve the planning consulting agreement with Strack Consulting LLC.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of December, 2015 by and between the City of Norwood Young America, a Municipal Corporation, hereinafter referred to as the "City" and Strack Consulting LLC, a Limited Liability Company, hereinafter referred to as the "Company".

I. DEFINITIONS

- A. City – The "City" shall be defined as the City of Norwood Young America, a Municipal corporation.
- B. Company – The "Company" shall be defined as Strack Consulting LLC, a Limited Liability Company.
- C. Consulting Planner Services – "Consulting Planner Services" shall be defined as consulting services relating to municipal planning for the City of Norwood Young America.
- D. Hourly Fee- The "Hourly Fee" shall be defined as \$80 per hour fee charge for Consulting Planner Services. Invoicing will occur on a monthly basis for the contracted hours. The Company shall be reimbursed for additional expenses including, but not limited to, mileage (at federal rate), long-distance phone charges, postage and copying.
- E. Reimbursable Expenses- "Reimbursable Expenses" shall be defined as the expenses associated with projects completed for the City including long distance telephone service fees, long distance fax charges, printing and reproduction of documents, supplies directly related to a specific service or project and mileage expenses based on the federal reimbursable rate for mileage.

II. SCOPE OF SERVICES AND FEES

The Company will work with development applicants, City staff, City Consultants, the Planning Commission, the City Council, and others on various planning projects as outlined herein. It is the intent of this agreement that there will be a close cooperative working relationship between the Company and the City.

Basic services and fees shall include:

- A. The Company shall provide Consulting Planning Services on an as needed basis.
- B. The Company shall attend approximately one Planning Commission and/or one City Council meeting per month as well as additional meetings as directed by the City.
- C. As directed, the Company shall perform the following types of tasks:
 1. Review, evaluate and make recommendations on development/site plans, conditional use permit applications, rezoning/zoning amendment applications, variance requests and requests for subdivision approval;
 2. Develop and implement policies, strategies, plans, programs and regulations related to: future development & redevelopment (planning); existing & proposed uses of land (zoning); and platting of property (subdivision & resubdivision);
 3. Advise builders, developers and property owners on ordinance requirements and provide technical design assistance as directed;
 4. Inform property owners of ordinance violations and initiate zoning enforcement procedures as directed;
 5. Revise, update and develop new ordinances relating to land use planning and property subdivision if directed;
 6. Serve as professional staff for Planning Commission by preparing reports, presentations and resolutions as directed/warranted;
 7. Prepare reports for City Council meetings regarding recommendations by the Planning Commission;
 8. Conduct research and develop policies related to City planning activities as requested/directed;
 9. Coordinate development review process with City Staff, the City Engineer and Building Official;
 10. Assist with other planning and zoning related duties as assigned or apparent.
- D. The Company shall invoice the City on a monthly basis for contract hours, plus reimbursable expenses as approved by the City. An itemized monthly invoice of the total hours and projects completed by the Company shall be provided to the City.

- E. The Company may provide additional assistance in conjunction with specific projects as authorized by the City for a lump sum project fee or on an hourly basis.
- F. The Company shall be reimbursed for other reimbursable expenses directly related to consulting planning services provided for the City, including mileage and travel, long distance phone/fax and copies (estimated at an average of \$45 per month). The Company shall be reimbursed for mileage at the federal tax rate. All such expenses shall be subject to the approval of the City and generally consistent with the attached schedule.

III. RESPONSIBILITIES

- A. The Company shall respond to inquiries from the City or development applicants in a timely fashion.
- B. The Company shall prepare and submit itemized invoices detailing the projects completed and the dates in which services were provided.

IV. MISCELLANEOUS PROVISIONS

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

V. TERM OF AGREEMENT

This Agreement covers the period beginning December 29, 2015 through December 31, 2016. This agreement shall renew for successive one year terms unless terminated by either of the parties hereto.

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

City of Norwood Young America, a
Municipal Corporation

By: _____

Its: _____

Dated: December 28, 2015

Strack Consulting LLC, a Minnesota Limited
Liability Company

By: Cynthia Smith Strack Digitally signed by Cynthia Smith Strack
DN: cn=Cynthia Smith Strack, o, ou,
email=csm@strack@gmail.com, c=US
date: 2015.12.15 21:00:03 -0500

Its: President and Chief Manager

Dated: December 28, 2015

Reimbursement Rate Schedule – Municipal Development Group, Inc.

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



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

TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: December 28, 2015
SUBJECT: 2016 Contract with Carver County GIS Department for GIS Specialist Services

=====

Background:

The City has been working with the Carver County GIS (Geographic Information Systems) Department for the past few years. The GIS Specialist has been assisting the City with enhancing the GIS system, including numerous mapping applications (utilities, address points, zoning and land use, parks, trails, etc.) and website improvements. The purpose of the shared specialist position is to strengthen the county GIS service to bring uniformity, heightened and predictable standards for created GIS data within Carver County. This reduces costs, expenses and duplication of efforts in GIS endeavors.

The term of the agreement is from January 1, 2016, and shall remain in effect until December 31, 2016. A copy of the agreement is attached.

Recommendation:

A motion to approve the Agreement with Carver County for the GIS Specialist Shared Position.

City Admin

From: Peter Henschel <PHenschel@co.carver.mn.us>
Sent: Monday, November 23, 2015 3:21 PM
To: City Admin
Cc: Ryan Winter; Alicia Neubarth; Allison Kampbell
Subject: 2016 GIS Shared Position Agreement

Importance: High

Please find attached the 2016 GIS Shared Position agreement for the city of Norwood Young America.

Minor changes to the agreement from last year:

- 3.02 – Cost not to exceed \$45/hour (staff wage and benefit increases), 2015 cost was \$40/hour
- 6.01 – Term dates changed to 2016

I need 3 things done with the agreement

1. Add contact information in section 5.01
2. Signature of Participating Agency
3. Project list for city – Allison is working on this

Let me know if you have any questions? Once I get a signed copy from your city I will get signatures here and send a final copy back to the city.

Thanks,

Pete

Peter Henschel
Development & GIS Supervisor - Carver County
600 East 4th Street
Chaska, MN 55318
952.361.1549
www.co.carver.mn.us/gis

Disclaimer: Information in this message or an attachment may be government data and thereby subject to the Minnesota Government Data Practices Act, may be subject to attorney-client or work product privilege, may be confidential, privileged, proprietary, or otherwise protected. The unauthorized review, copying, retransmission, or other use or disclosure of the information is strictly prohibited. If you are not the intended recipient of this message, please immediately notify the sender of the transmission error and then promptly delete this message from your computer system.

Carver County GIS Specialist Shared Position Agreement

THIS AGREEMENT is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, hereinafter referred to as "Carver County" and the City of Norwood Young America, 310 Elm Street West, Norwood Young America, MN 55368, hereinafter referred to as "Participating Agency".

WHEREAS, Carver County is the employer of the GIS Specialist shared position; and

WHEREAS, Participating Agency will be allocated a percentage of hours per week for the GIS Specialist to work on Participating Agency projects; and

WHEREAS, Carver County and Participating Agency would like to arrange an opportunity to create a stronger GIS relationship, to assure uniformity, accuracy, and standards of GIS data created and used within the county, and to greatly reduce duplication of effort and expense related to GIS projects, including data collection and data maintenance; and

WHEREAS, Carver County and Participating Agency can share GIS data between organizations to help support GIS applications; and

WHEREAS, Carver County and Participating Agency can both benefit from a partnership agreement that serves to share resources and GIS knowledge between organizations in order to provide enhanced GIS services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. PURPOSE

1.01 Strengthen the delivery county GIS service, which will bring uniformity, heightened, and predictable standards for created GIS data used within Carver County. This will reduce costs, expenses and duplication of efforts in GIS endeavors including data collection and data maintenance. This sharing is authorized Minnesota Statutes, Section 471.59.

2. DEFINITIONS

2.01. Geographic Information System or GIS is a system used to visualize and analyze geographic features and data related to them. This is accomplished using specialized computer software and data. The term GIS has become loosely used to encompass software, data, analysis, and maps related to computerized mapping and geographic analysis.

2.02. GIS Specialist works with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data. GIS software has the capacity to relate different types of data such as socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, utilities and transportation networks.

- 2.03. Participating Agency is any participating entity that has executed a copy of this Agreement.
- 2.04. Work Week equals 40 Hours
- 2.05. Work Place will be the Carver County Courthouse, located at 400 East Fourth Street, Chaska, MN.
- 2.06. Commute Miles are the distance you travel from your home to your usual work place. If you leave from home and travel to a Participating Agency by personal auto, the amount of miles claimed should be the lesser of the distance from your home to the destination or the distance from your usual work place to the destination.

3. FUNDING

- 3.01. The Participating Agency is responsible for funding 8 hours of work per week of the shared position. The hours funded per week equal 20% of the overall funding of the position per week.
- 3.02. The cost of the hourly wage will be based upon Carver County's pay scale for a GIS Specialist position at the Grade and Step of the hired employee. The cost will include all benefits offered by Carver County. The cost for this agreement is not to exceed \$45.00 per hour.
- 3.03. All holidays, sick leave, vacations, and training costs will be divided among Carver County and all Participating Agencies by their percentage of funding of the shared position for a work week stated in 2.01.
- 3.04. Participating Agency will be invoiced by Carver County on a quarterly basis. March 31st, June 30th, September 30th and December 31st.
- 3.05. The shared position will attempt to take a County vehicle when applicable and available to travel to and from the work place to a Participating Agency or between Participating Agencies. If a vehicle is not available, the shared position's mileage will be reimbursed when traveling by a personal vehicle to and from the work place to the Participating Agencies or between Participating Agencies, based upon the County approved standard mileage rate. Commute miles are not reimbursed. The mileage reimbursement will be split by all the Participating Agencies and the County equally and included in the quarterly invoice.
- 3.06. Mileage reimbursement costs while the shared position is on-site doing job related tasks for the Participating Agency is the responsibility of the Participating Agency.
- 3.07. Printing on the county's plotter is an option for Participating Agencies at a cost of \$2 per square foot.

4. CARVER COUNTY COMMITMENT

- 4.01. During the term of this agreement Carver County will employ and supervise a GIS Specialist qualified to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf. GIS Specialist will be an employee of Carver County. Unless stated otherwise in this agreement, the County shall be solely responsible for hiring, training, supervising, promoting, discipline, and terminating the GIS Specialist. The County's responsibility

will include being responsible for worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the County or employees of the County performing services under this Agreement. The GIS Specialist is anticipated to be a member of collective bargaining unit.

4.02. During the term of this agreement Carver County will provide the Participating Agency a summary of hours used, hours remaining, and a detailed summary of hours logged on Participating Agency's projects. The time to maintain these records will be done by the shared position on the Participating Agency's hourly time. These reports will be provided with the quarterly invoice. The report will be kept up-to-date and can be requested by the Participating Agency at anytime.

4.03. Carver County GIS Unit under the Information Technology Department within Administrative Services Division will oversee and supervise the shared position. The shared position will apply to all rules and policies of Carver County.

4.04. Carver County will provide an email address, phone and computer for the shared position.

4.05. Carver County will hire the shared position based upon an agreement from all Participating Agencies.

4.06. The Participating Agency Contracts with the County for GIS Services. In this agreement the GIS Specialists will provide the Participating Agency with the following services:

4.06.1.

- Map production
- GIS data maintenance and management
- ArcGIS Online administration
- GIS solution implementation
- GIS software support
- GPS support
- GIS training

5. PARTICIPATING AGENCY COMMITMENT

5.01. Participating Agency will provide a primary person of contact for the shared position. This person will prioritize the work the shared position will conduct for their agency. This person will also be the recipient of the invoice and hourly summary statistics provided by Carver County.

Participating Agency Contact Information

Name: Steve Helget

Title: City Administrator

Phone: 952-467-1805

Email: cityadmin@cityofnva.com

- 5.02. Participating Agency will provide a list of potential projects within Attachment A.
- 5.03. Participating Agency will send at least one representative to participate in the hiring process of the shared position.
- 5.04. Participating Agency will provide feedback on the GIS Specialist's yearly performance review process.

6. AGREEMENT TERM

- 6.01. The term of this Agreement shall commence upon January 1, 2016 or upon its execution by Carver County and the Participating Agency, whichever occurs later. This Agreement shall remain effective until December 31, 2016.
- 6.02. 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.
- 6.03. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

This Agreement may be cancelled with or without cause by any party upon 120 days written notice. The participating agency shall still be responsible for its financial obligation as described in 3 Funding.

- 6.04. Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

- 6.05. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. It is understood and agreed that the each Party's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.
- 6.06. All data collected, created, received, maintained, or disseminated, in any form, for any purposes by the activities of the Parties because of this Agreement is governed by

the Minnesota Government Data Practices Act Minn.Stat.Chap.13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy.

- 6.07.** Neither Party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other Party and subject to such conditions and provisions as it may deem necessary. The subcontracting Party shall be responsible for the performance of all Subcontractors.
- 6.08.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.
- 6.09.** During the performance of this Agreement, the Parties agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable
- 6.10.** The Laws of the State of Minnesota shall apply to this Agreement.
- 6.11.** Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting party may, upon written notice to the defaulting party representative listed herein, cancel this Agreement in its entirety as indicated in (6.12) below.
- 6.12.** Each Party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both parties consider any or all bids unsatisfactory; the withdrawal form or cancellation of the agreement to be accomplished by either or both parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both parties in writing.

Neither party shall be held responsible for delays or failure to perform when such delays or failure is due to any of the following uncontrollable circumstances: fire, flood epidemic, strikes, wars, acts of God, unusually severe weather, actions of public authorities, or delays or defaults cause by public carrier(s); providing the defaulting party gives notice as soon as possible to the other party of the inability to perform.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

PARTICIPATING AGENCY

COUNTY OF CARVER

By: _____

By: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

Approved as to form:

Assistant County Attorney

Date of Signature: _____



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: December 28, 2015

SUBJECT: Accept Dorothy Bohnen's Resignation from Parks & Recreation Commission

Enclosed is Dorothy Bohnen's resignation from the Parks & Recreation Commission. Dorothy has been a member of the Commission since its inception. We thank Dorothy for her years of dedicated service to the City of Norwood Young America.

Suggested Motions:

Motion to accept Dorothy Bohnen's resignation from the Parks & Recreation Commission and to thank her for years of service.

TO : Steve Helget
Subject : Park Board
From : Dorothy Bohnen

As of January 1, 2016 I am resigning from the Norwood Young America Park Board. My decision was made several months ago. I feel I have done my job well. The Park Board has accomplished many great things - even greater when funding was available.

Dorothy Bohnen



City of Norwood Young America
310 Elm Street W – PO Box 59
Norwood Young America, MN 55368
www.cityofnya.com

TO: Honorable Mayor Diedrick and Members of the City Council
CC: Steve Helget, City Administrator
FROM: Kelly Hayes, City Clerk
DATE: December 23, 2015
Re: Appointment of Fire Department Officers

Positions were posted and interviews were held for three officer positions within the Norwood Young America Fire Department. The Fire Department Selection Committee recommends:

Reappointment of Mark Stender as Treasurer
Appointment of Chris Glander as Chief 3
Appointment of Andy Wigfield as Captain 3

Recommendation:

Motion to approve the (re)appointment of Mark Stender – Treasurer, Chris Glander –Chief 3, Andy Wigfield – Captain 3



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: December 28, 2015
SUBJECT: Oak Lane – Reduced Trunk Fees

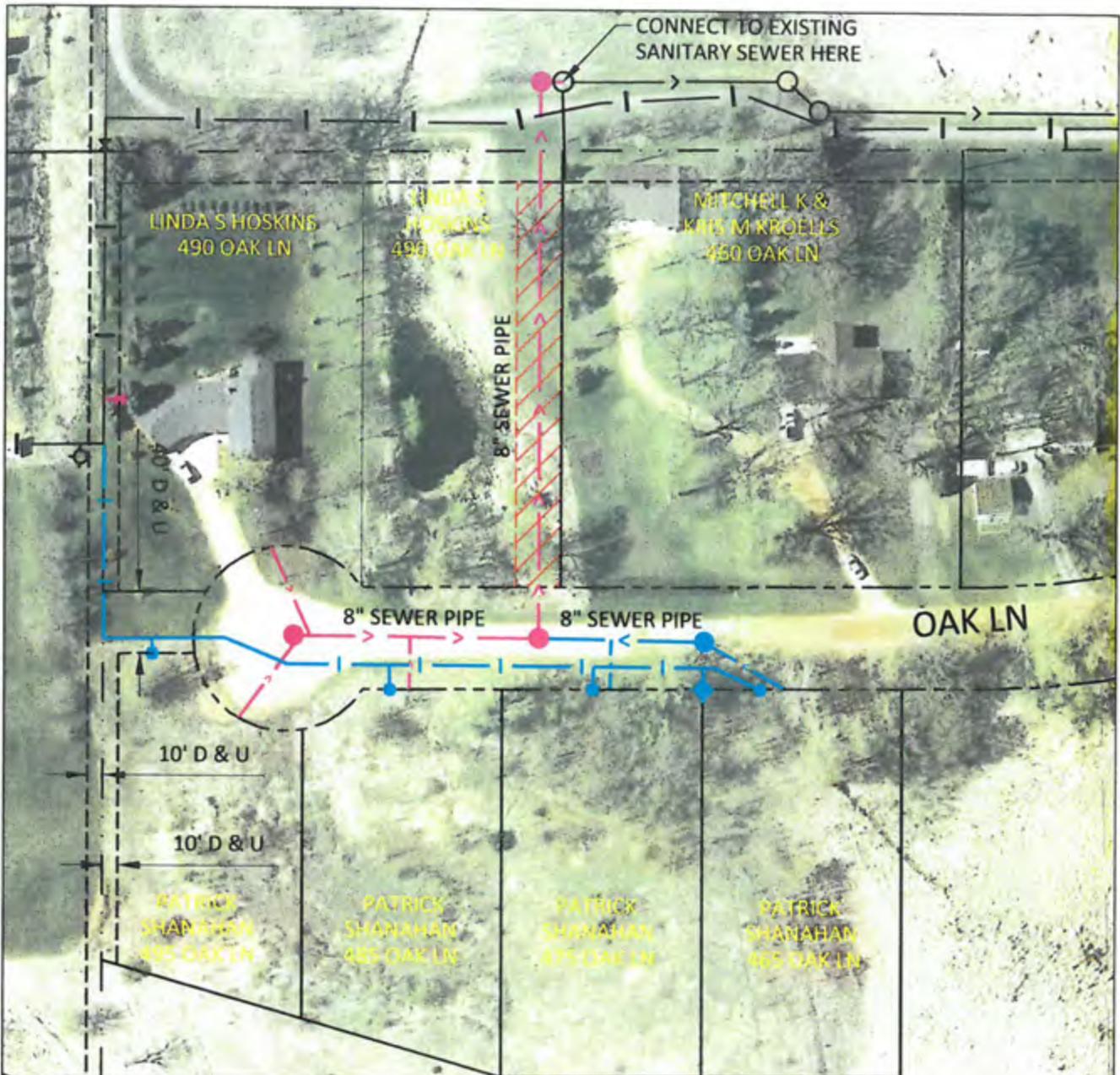
At the City Council's November 20, 2014 regular meeting, the Council approved a motion to extend the special water and sewer trunk fees (\$2,000 each) for Oak Lane property owners until December 31, 2015.

At this time there are three properties which sanitary sewer services are currently not available to. The three properties in question are 410 Oak Lane, 415 Oak Lane, and 490 Oak Lane.

1. Proposed is to continue the special trunk fee rates until such time that sewer services are made available for the three properties in question. For all other Oak Lane properties the special rate would terminate at the end of 2015.
2. Proposed is define a time period by which the three properties in question would have to connect to City services once sewer services are made available. For example, the special trunk rates would terminate after 1-year from installation of the sewer services.

Suggested Motion:

Motion to extend the special water and sewer trunk fees totaling \$4,000 for the properties located at 410, 415, and 490 Oak Lane until ____ year(s) after installation of sanitary sewer services.



LEGEND

-  PROPOSED D & U EASEMENT (7,856 SF)
-  PROPOSED SANITARY SEWER IMPROVEMENTS (MINIMUM BUILD OPTION)
-  PROPOSED WATERMAIN IMPROVEMENTS (MINIMUM BUILD OPTION)
-  PROPOSED SANITARY SEWER IMPROVEMENTS (ULTIMATE BUILD-OUT)
-  PROPOSED WATERMAIN IMPROVEMENTS (ULTIMATE BUILD-OUT)



BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
 CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
 AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

CITY OF NORWOOD YOUNG AMERICA, MINNESOTA
 OAK LANE
 UTILITY EXTENSION

SEPTEMBER, 2015

FIGURE NO. 1



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: December 28, 2015

SUBJECT: 2016 Property Tax Levy and Budget Amendment

At the City Council's December 14th regular meeting the Council approved resolutions adopting the 2016 collectable property tax levy and Budget. It was discovered later that the tax levy resolution was in error and was \$70,000 less than the intended levy amount. The intended tax levy was supposed to be \$1,992,161 which is exactly what the preliminary property tax levy was adopted at and was also the amount advertised in the Norwood Young America Times for the truth-in-taxation hearing.

Proposed to amend the 2016 property tax levy and budget resolutions adopted at the December 14th meeting to reflect the \$1,992,161 total property tax levy for collection in 2016.

Suggested Motions:

Motion to approve Resolution 2015-30, A Resolution amending Resolution 2015-28 adopting the Year 2015 Final Property Tax Levy for the City of Norwood Young America for collection in 2016.

Motion to approve Resolution 2015-31, a resolution amending Resolution 2015-29, adopting the 2016 Final General Fund Operating Budget for the City of Norwood Young America.

RESOLUTION 2015-30

A Resolution amending Resolution 2015-28 adopting the Year 2015 Final Property Tax Levy for the City of Norwood Young America for collection in 2016

WHEREAS, the City of Norwood Young America is dependent upon collection of property taxes to fund a portion of its operating budget and to pay bonded debt obligations.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Norwood Young America, Carver County, Minnesota, hereby adopts the following property tax levy for collection in 2016 upon taxable property in the City of Norwood Young America for the following purposes:

General Fund Levy	\$1,086,596
2003C/2010B G.O. Refunding	\$18,427
2008A G.O. Improvement Bonds	\$88,112
2009 Taxable Public Project Lease Revenue Bonds	\$133,003
2009A Taxable GO Library Bonds	\$52,110
2010A GO Improvement Bonds	\$33,003
2010B G.O. Refunding Bonds	\$254,262
2011A GO Bonds	\$94,777
2013B GO Bonds	\$160,971
Fund 275 – Capital Replacement	<u>\$70,900</u>
Total Property Tax Levy	\$1,992,161

Adopted by the Norwood Young America City Council this 28th day of December 2015.

Tina Diedrick, Mayor

Attest:

Kelly Hayes, City Clerk-Treasurer



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: December 28, 2015

SUBJECT: Resolution 2015-32, Family Dollar Non-Conforming Parking Spaces Variance Amendment

Family Dollar is requesting that the recently approved Resolution 2015-26 which approved a variance for their non-conforming parking spaces, be amended to reflect their company name spelled out in its entirety. Resolution 2015-26 identified Family Dollar as FD NYA MN Faxon Rd LLC and they're requesting it be changed to FD Norwood Young America Minnesota Faxon Rd LLC. The enclosed Resolution 2015-32 makes that single change.

Suggested Motions:

Motion to approve Resolution 2015-32, amending Resolution 2015-26 approving a variance to confirm legal non-conforming parking spaces at 713 Faxon Road.

RESOLUTION 2015-32

A RESOLUTION AMENDING RESOLUTION 2015-26 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 Norwood Young America Minnesota 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 Norwood Young America City Council this 28th day of December, 2015.

Tina Diedrick, Mayor

ATTEST:

Kelly Hayes, City Clerk-Treasurer



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: December 28, 2015
SUBJECT: Street Sweeper Mutual Agreement

Enclosed is a proposed shared lease agreement between the City and the City of Waconia for use of Waconia's street sweeper (see enclosure). This agreement is referred to as an amendment to the original Equipment Sharing Agreement entered into by all the cities in Carver County (see enclosure).

The City of Waconia purchased a 2015 Elgin Pelican street sweeper earlier this year. Included in the purchase was a trade-in of another sweeper valued at \$10,000. Upon purchasing the new sweeper, the City of Waconia entered into a leasing agreement with Merchants Capital Resources for six years.

The proposed agreement between the two Cities is for a period of six years. For the first two years of the agreement the City will pay the City of Waconia \$15,341.94 annually. The remaining four years the City's fee will be based on its hours of usage and will include an additional \$4,000 which will be amortized over the remaining four years. This represents 40% of the \$10,000 trade-in value/allowance for Waconia's old sweeper.

The City's 2016 Budget included \$16,000 for this item.

Suggested Motion:

Motion to approve the Amended Equipment Lease Sharing Agreement with the City of Waconia.

AMENDED EQUIPMENT LEASE SHARING AGREEMENT CITIES OF WACONIA AND NORWOOD YOUNG AMERICA

I. General Purpose and Enabling Authority

This Agreement dated effective 14th of December, 2015 between the Cities of Waconia and Norwood Young America for the Shared Lease of one 2015 Elgin Pelican NR street sweeper, Serial Number NR20686 for a period of "Six" (6) Calendar Years with the period beginning November 2nd, 2015 and ending in November 2nd, 2021.

II. Definitions

For the purposes of this Agreement, the terms defined in this section shall have the following meanings:

1. "Agreement" means this agreement in its entirety.
2. "Equipment" means Elgin Pelican NR Street Sweeper.
3. "Leasing Payment" means amount of annual payment to Financial Institution.
4. "Financial Institution" means Merchants Capital Resources, INC.
5. "Equipment Supplier" means MacQueen Equipment, INC, Dealer who represents leased equipment.
6. "Trade Unit" means City of Waconia Unit 22 Sewer Cleaning Truck
7. "Hours of Use" means monitored equipment operation time monitored by Automated Vehicle Location Device
8. "Automated Vehicle Location Device" means City supplied vehicle tracking system utilized to monitor run-time of Equipment.
9. "Equipment Operator" meaning designated maintenance personnel, or who may operate Equipment.

10. "Equipment Log" means documentation of inspection required by equipment supplier.

III. General Provisions and Procedures

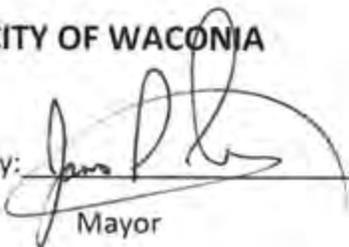
1. The City of Waconia will assume the Lead Agency role, and make all leasing payments to said Financial Institution and Equipment Supplier are due on an annual-yearly basis by January; 2016, and each calendar year and subsequent year thereafter until January of 2021. Included in the leasing acquisition was the Trade Unit value provided by the City of Waconia. The Trade Unit value of \$4,000.00 or 40% of \$10,000.00 will be amortized beginning in year three of the annual yearly Leasing Payments with the funds provided directly to the City of Waconia.
2. After said annual yearly-based Leasing Payment is made to the Financial Institution and Equipment Supplier, the City of Waconia will submit an annual 40% leasing cost invoice to Norwood Young America comprised of Leasing Payment to Financial Institution and Equipment Supplier, including annual miscellaneous broom costs for a period of **Two-Years**. Two-year based Leasing Payment is shown in Exhibit A.
3. The remaining four annual yearly-based Leasing Payments will amortize the 40% value of City of Waconia's Trade Unit; or an inclusion of an additional \$4,000.00 over four annual-years. The amortize value will be in addition to the annual payments to the Financial Institution and Equipment Supplier.
4. All of the remaining annual yearly-based Leasing Payments; calendar years 2018-2021 will be determined on Hours of Use through the Automated Vehicle Location Device provided by the City of Waconia. The Hours of Use, amortized 40% value, and miscellaneous broom costs will provide the annual Leasing Payment to City of Waconia for said Financial Institution and Equipment Supplier. Yearly Hours of Use reports will be provided with reimbursement requests of payment to Financial Institution and Equipment Supplier. In calendar year two prior to budget staff will provide a detailed analysis of what the proposed remaining annual Leasing Payments will consist of.
5. Equipment Operator shall be fully trained in operation of equipment. Understand the necessary daily maintenance and responsibilities including maintaining Equipment Log required by Equipment Supplier and provided in said Equipment. Equipment Log shown as an attachment.

6. Equipment repairs will be completed by City of Waconia Fleet Mechanic. Sole purpose for this requirement is substantiated by the Equipment Supplier agreement attached. Requirements are detailed to utilize approved Original Equipment Items (OEM) items in making repairs to maintain extended service plan Agreement held by the City of Waconia.
7. Insurance as part of the Financial Institution requirements is provided by the City of Waconia. **Any equipment damage outside of entity control will be supported by the Equipment Sharing Agreement covered within the Agreement pursuant to Carver County and its Cities.**
8. Equipment may only be used for public purposes designated to improve or maintain water quality purposes within each communities jurisdiction.

IV. Terms of Agreement

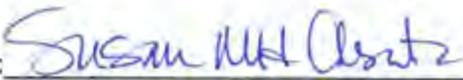
The term of this Agreement shall commence on January 1, 2016 and end on November 2, 2021 as detailed within Financial Institution Agreement with the City of Waconia, provided as Exhibit B of said Agreement. Upon, or prior to November 2, 2021 the Cities of Waconia and Norwood Young America have the option to purchase said unit by paying Buy-out balance, reconstruct another Agreement, or terminate this agreement and agreement with Equipment Supplier.

CITY OF WACONIA

By:  _____
Mayor

CITY OF NORWOOD YOUNG AMERICA

By: _____
Mayor

By:  _____
City Administrator

By: _____
City Administrator

Date: _____

Date: _____

Exhibit A

Two-Year Lease Payment Schedule

Costing Source	Norwood Young America 40%	City of Waconia 60%	Total Annual For Agreement
Merchants Bank Financial Institution	\$12,541.94	\$18,812.90	\$31,354.84
MacQueen Equipment Supplier	\$2,400.00	\$3,600.00	\$6,000.00
Miscellaneous Broom Estimate	\$400.00	\$600.00	
City of Waconia AVL Equipment Supplied		\$300.00	
Expected Annual Costs W/O Fuel	\$15,341.94	\$23,312.90	

**CITY OF WACONIA
RESOLUTION NO. 2015-282**

**RESOLUTION AUTHORIZING APPROVAL OF AMENDED EQUIPMENT SHARING
AGREEMENT CITIES OF WACONIA AND NORWOOD YOUNG AMERICA**

WHEREAS, one of the City's Key Outcomes is to "Continually Improve Health of Lakes"; and

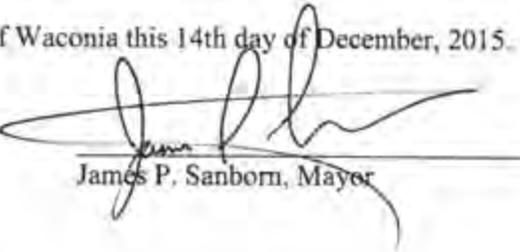
WHEREAS, partnerships on equipment specifically storm water guided acquisitions provide great benefits to communities; and

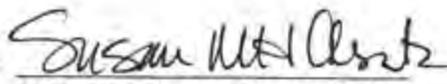
WHEREAS, Waconia and Norwood Young America desire abilities to improve water quality by effective street sweeping methods with emphasis on cold weather seasonal use; and

WHEREAS, annual fixed costs and the buy-back plan provided provide for an effective and cost saving operational use over the six-year leasing period.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of amended equipment sharing agreement cities of Waconia and Norwood Young America.

Adopted by the City Council of the City of Waconia this 14th day of December, 2015.


James P. Sanborn, Mayor

Attest: 
Susan MH Arntz, City Administrator

M/	<u>Bloudek</u>	Erickson	<u>Aye</u>
		Bloudek	<u>Aye</u>
S/	<u>Ayers</u>	Carrier	<u>Aye</u>
		Ayers	<u>Aye</u>
		Sanborn	<u>Aye</u>

EQUIPMENT SHARING AGREEMENT

I. General Purpose and Enabling Authority

This Agreement is dated effective Feb. 13, 2012 and is between the County of Carver and the cities of Carver, Chanhassen, Chaska, Cologne, Hamburg, Mayer, New Germany, Norwood Young America, Victoria, Waconia and Watertown, all municipal corporations within the State of Minnesota. The intent of this Agreement is to create a system for the sharing of certain equipment amongst the political subdivisions that are parties to this Agreement pursuant to Minnesota Statutes §471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties. This Agreement does not pertain to emergency conditions, which are governed by Minnesota Statutes §12.331 and other mutual aid agreements already in place.

II. Definitions

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

- 1) "Agreement" means this agreement, as amended from time to time.
- 2) "Equipment" means land motor vehicles, trailers, or semi-trailers designed for travel on public roads, vehicles not licensed for road use and all other equipment typically used by a public works department of a governmental entity, excepting office equipment.
- 3) "Party" means a political subdivision that is a party to this Agreement.
- 4) "Requesting Party" means a Party that requests Equipment from another Party.
- 5) "Responding Party" means a Party that provides Equipment owned by or otherwise under the legal control of the Party to a Requesting Party.
- 6) "Requesting Official" means the person designated by a Party who is responsible for making the request to other Parties.
- 7) "Responding Official" means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide Equipment to a Requesting Party.

III. General Provisions and Procedure

- 1) Procedure
 - a) Request for Equipment. Whenever, in the opinion of a Requesting Official, there is a need for Equipment from another Party, the Requesting Official may call upon the

Responding Official of any other Party to furnish the Equipment.

- b) **Response to Request.** Upon receiving a request for Equipment from a Requesting Party, the Responding Official may authorize and direct his or her Party's personnel to provide the Equipment to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of Equipment resources.
- c) **Operator of Equipment.** Whenever the Responding Party determines that the Requesting Party does not have personnel qualified or capable of properly operating the requested Equipment, the Responding Party may elect to provide its own operator, in which case the operator provided by the Responding Party shall be the sole person that will operate the Equipment.
- d) **Forms.** Each Equipment request shall be supported by a fully completed Intergovernmental Equipment Sharing Request Form, attached as Exhibit A and hereby incorporated, which shall be completed by the Requesting Official and executed by both the Requesting Official and the Responding Official.
- e) **Retrieval of Equipment.** Unless the Responding Party and the Requesting Party agree to the contrary, the Requesting Party shall, at its expense, retrieve any Equipment it borrows from the Responding Party from the site at which the Equipment is then located. Further, such retrieval shall occur within a reasonable period of time after the beginning of the use period specified in the Intergovernmental Equipment Sharing Request Form for the transaction.
- f) **Use of Equipment.** The Requesting Party shall have the ultimate decision making authority on how the borrowed Equipment is used. The Equipment and operators, if any, of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.
- g) **Return of Equipment.** Unless the Responding Party and the Requesting Party agree to the contrary, the Requesting Party shall, at its expense, return any Equipment it borrows from the Responding Party to the site from which the Equipment was originally retrieved or to any other site in Carver County designated by the Responding Party. Further, such return shall occur on or before the expiration of the use period specified in the Intergovernmental Equipment Sharing Request Form for the transaction.
- h) **Recall of Equipment.** The Responding Official may at any time recall Equipment when in his or her best judgment, or by order of the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to do so. Unless the Responding Party and the Requesting Party agree to the contrary, the Requesting Party shall promptly return, at its expense, the Equipment to the site from which it was taken or to any other site in Carver County designated by the Responding Party.

2) General Provisions

- a) Internal Procedures. The decision to request Equipment, along with the procedure for making such requests, and the decision to respond or not to respond, shall be made in accordance with the internal rules and procedures of the individual Parties.
- b) Equipment Operation and Storage. In regard to Equipment lent by one Party to another Party, the following obligations and restrictions shall apply:
 - i) The Requesting Party agrees to provide, at its expense, any routine supplies and maintenance required to operate the Equipment while it is in the possession of the Requesting Party. Routine supplies and maintenance include, but are not limited to, fuel, lubricants (grease, oil, or other fluids), and flat tire repairs.
 - ii) Unless the Responding Party and the Requesting Party agree to the contrary: i) the Requesting Party shall be responsible for repairing any damage to the Equipment that directly arises out of the Requesting Party's use of the Equipment (e.g. collision damage or damage from use outside of manufacturer specifications); and ii) the Responding Party shall be responsible for all other repairs (i.e. scheduled maintenance, repairs related to general wear and tear, and repairs related to the age of the Equipment). If a repair becomes necessary while borrowed Equipment is being used by a Requesting Party, the Requesting Party and the Responding Party shall, in good faith, coordinate the repair. If equipment becomes disabled while being used by the Requesting Party and it cannot be repaired on site, the Requesting Party shall, at its expense, return the disabled Equipment to the site where it was taken from or to any other site in Carver County designated by the Responding Party. If one Party makes or pays for a repair that is the obligation of another Party, the Party that made or paid for the repair shall invoice the obligated Party for the commercially reasonable cost thereof and the responsible Party shall promptly reimburse the invoicing Party.
 - iii) If the Responding Party does not provide an operator for borrowed Equipment, only employees of the Requesting Party shall operate the Equipment. Agents, contractors or other non-employee personnel shall not use borrowed Equipment.
 - iv) The Requesting Party shall ensure borrowed Equipment is stored in a safe place while under the Requesting Party's control.
- c) Equipment Return. The Requesting Party shall return each piece of borrowed Equipment to the Responding Party in a clean condition with all fuel and fluid levels restored to the levels existing when the Requesting Party took possession of the Equipment.
- d) Public Use Only. Borrowed Equipment may only be used for public purpose; regardless of any partner agency's policy concerning private use of publicly owned Equipment.

- e) No Use Charges. No use charges will be levied by a Responding Party to this Agreement for Equipment or Equipment operators rendered to a Requesting Party under the terms of this Agreement.
- f) Agreement Information. The Requesting Officials and Responding Officials of each Party shall fully apprise the participating personnel of the procedures, conditions, and limitations under this Agreement.

IV. Insurance

Each Party shall maintain: i) general liability and automobile liability insurance coverage with coverage limits not less than those prescribed under Minn. Stat. §466.04; and ii) Workers' Compensation insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement. Each Party shall be knowledgeable of its respective policies with respect to borrowed Equipment and shall notify the coverage provider, if required by the policy, of this Agreement.

V. Indemnification

- 1) Indemnification. The Requesting Party shall defend, indemnify and hold harmless the Responding Party and its Employees against any and all claims brought or actions filed against the Responding Party or its Employees for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits of liability established in Minnesota Statutes Chapter 466 applicable to any third party claim. The statutory limits of liability for some or all of the Participating Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04 (2010) as amended.
- 2) Cooperative Activity. 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, subdivision 1(a) (2010), as amended; 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.
- 3) Notification. Each Party agrees to promptly notify the other Parties 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 Participating Parties, and arising out of acts or omissions related to this Agreement.

- 4) **No Liability for Failure to Lend Equipment.** No Party to this Agreement shall be liable to any other Party or to any other person for failure of any Party to furnish Equipment to any other Party, or for recalling Equipment, both as described in this Agreement.

Vi. Workers' Compensation

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance, or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement.

Vii. Charges to the Requesting Party

- 1) **Assistance Not Billed.** A Requesting Party shall not be billed or charged by a Responding Party for Equipment and Equipment operators shared with the Requesting Party unless the Requesting Party uses the Equipment for more than eight (8) hours, as measured from the time the Equipment is provided to the Requesting Party, unless the Requesting Party is eligible to obtain reimbursement for expenses it incurred during this period from the United States, the State of Minnesota, or any other source. If reimbursement is available, the Requesting Party shall take all steps necessary to seek reimbursement on behalf of the Responding Party for the cost of the Equipment use during the eight (8) hour period (using the Responding Party's standard rate or, if no such rate exists, fair market value) and the actual cost of any operator wages, overtime wages and expendable supplies actually used by the Requesting Party.
- 2) **Assistance Billed.** If Equipment provided under this Agreement is used by the Requesting Party for more than eight (8) hours, the Responding Party may, at its option, submit to the Requesting Party an itemized bill for the cost of the Equipment use during the eight (8) hour period (using the Responding Party's standard rate or, if no such rate exists, fair market value) and the actual cost of any operator wages, overtime wages and expendable supplies actually used by the Requesting Party, and the Requesting Party shall promptly reimburse the Responding Party for the invoiced amount.
- 3) **Acknowledgement.** The Parties acknowledge that charges may be assessed without regard to the availability of federal or state government funds to reimburse the charges.

Viii. Data Practices

The parties agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, and Minn. Rules promulgated pursuant to Chap. 13. Each party agrees to hold the other parties harmless from any claims resulting from an unlawful disclosure or use of data, by its respective personnel.

Ix. Records – Availability and Access

To the extent required by Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly

authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for seven (7) years after its termination or cancellation.

X. Term of Agreement

The term of this Agreement shall commence on the date stated in the introductory paragraph and shall continue for a term of five (5) years, unless sooner terminated pursuant to the terms of this Agreement. Thereafter, this Agreement shall automatically renew for successive, one (1) year terms unless any Party gives the other Parties not less than ninety (90) days' written notice before the expiration of the initial five (5) year term or any one (1) year renewal term, as applicable, that it does not want the Agreement to renew, in which event the Agreement shall expire at the end of the then current term and no further renewals shall occur. Further, any Party may withdraw from this Agreement upon ninety (90) days written notice to the other Parties.

XI. Notice

Notices under this Agreement shall be given by personal service, overnight delivery with tracking number, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the U. S. Postal Service. Each notice shall be addressed to the attention of the City and/or County Administrators at the city hall and county government center addresses of record for the Parties. A notice personally served shall be deemed given when served, a notice sent via overnight deliver shall be deemed given the day after it is deposited with the overnight carrier, and a notice sent via U.S. Mail shall be deemed given two (2) days after it is deposited in the U.S. Mail.

XII. Amendment or Changes

The parties agree that no change, amendment, or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.

XIII. Nondiscrimination

During the performance of this Agreement, the parties agree to the following: no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full

employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination. Only the governing bodies of the Participating Parties have authority to act pursuant to this provision of the Agreement.

XIV. Default and Survival of Terms

1) Default. A party shall be deemed in default of this Agreement if it fails to perform any material provision of this Agreement. Unless the Party's default is excused by the other Parties, the non-defaulting Parties may by majority vote remove the defaulting Party by providing ninety (90) days' written notice of termination of the Agreement to the defaulting Party only, which notice shall describe the default. Any such removal and termination of this Agreement as to the Defaulting Party, however, shall only become effective if the Defaulting Party does not cure the breach stated in the notice within such ninety (90) day period. Further, any such removal and termination shall not cancel any obligations incurred by any Party, including the defaulting Party, prior to such termination.

2) Survival. The terms of Articles V, VI, VIII and IX shall survive the expiration, termination or withdrawal from this Agreement.

XV. Entire Agreement

It is understood and agreed that the entire agreement of the parties regarding the non-emergency sharing of Equipment is contained in this Equipment Sharing Agreement and that it supersedes all oral agreements and negotiations between the parties relating to the non-emergency sharing of Equipment.

XVI. Compliance

Participating Parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

XVII. Execution

Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

XVIII. Counterparts and Facsimiles

This Agreement may be executed in two or more counterparts, all of which when taken together shall comprise one and the same instrument. A facsimile copy of a signature shall be as binding as an original signature.

IN TESTIMONY WHEREOF, the parties have executed this Equipment Sharing Agreement as of the date and year last signed below.

CITY OF CARVER

By: _____
Mayor

City Clerk

Dated: _____, 2010

Approved as to form:

City Attorney

CITY OF CHASKA

By: _____
Mayor

City Clerk

Dated: _____, 2010

Approved as to form:

City Attorney

CITY OF HAMBURG

By: _____
Mayor

CITY OF CHANHASSEN

By: _____
Mayor

City Clerk

Dated: _____, 2010

Approved as to form:

City Attorney

CITY OF COLOGNE

By: _____
Mayor

City Clerk

Dated: _____, 2010

Approved as to form:

City Attorney

CITY OF MAYER

By: _____
Mayor

City Clerk

Dated: _____, 2010

Approved as to form:

City Attorney

CITY OF NEW GERMANY

By: _____
Mayor

City Clerk

Dated: _____, 2010

Approved as to form:

City Attorney

CITY OF VICTORIA

By: _____
Mayor

City Clerk

Dated: _____, 2010

Approved as to form:

City Clerk

Dated: _____, 2010

Approved as to form:

City Attorney

CITY OF NORWOOD YOUNG AMERICA

By: *Lisa D. Duda*
Mayor

Alyne Franckowat
City Clerk

Dated: *February 13*, ~~2010~~
2012

Approved as to form:

City Attorney

CITY OF WACONIA

By: _____
Mayor

City Clerk

Dated: _____, 2010

Approved as to form:



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: December 28, 2015

SUBJECT: City Attorney Services

The current legal service agreement with Rupp, Anderson, Squires & Waldspurger expires at the end of this year. Jay Squires is proposing a "consultant at will" approach versus a fixed term contract (see enclosed letter). Proposed is not to have a written agreement but rather for each party to agree on the annual service rates prior to the end of each year which will then go in effect the coming year. As in the past, the City would utilize Jay on an as-needed basis with no retainer. He will also continue to offer in-service sessions on topics selected by the City up to four times a year at no cost. Enclosed also is a copy of the current contract.

Suggested Motion:

The City Council may elect to make a motion or may do a simple consensus to approve the proposed "consultant at will" arrangement with Rupp, Anderson, Squires & Waldspurger.

Kevin J. Rupp
Scott T. Anderson
Jay T. Squires*†
Michael J. Waldspurger*
Amy E. Mace
Trevor S. Helmers*
Tessa S. Wagner
John P. Edison
Liz J. Vieira
Kristin C. Nierengarten
Kelly J. Burns
Rachel A. Centinario*
Alice D. Kirkland
Zachary J. Cronen

**RUPP, ANDERSON, SQUIRES
& WALDSPURGER, P. A.**



*Also Admitted in Wisconsin

†Real Property Specialist Certified by
the MN State Bar Association

December 22, 2015

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

RE: Legal Services
Our File No. 4040-0001

Dear Steve:

This follows up our recent conversation and my brief conversation with the Mayor last week at the Council meeting. In January 2013 the Council approved a three year agreement with our Firm. The initial term is up at the end of this year.

As we discussed, I am very happy **without** a fixed term contract. I believe the City should have the right to look elsewhere if it ever believes the Firm is not performing up to the expected standards.

I propose that we simply visit annually at the end of the year to engage in a "year-in-review" conversation. We could discuss any prospective adjustment in rates at that time. In that regard, I would propose a modest \$5.00 per hour increase in rates for 2016.

I believe you and I work very well together, and also believe that we add value to the City. I hope you feel the same way. And, as we have discussed, I am very willing to provide quarterly or bi-annually in-services to the City at no cost. Perhaps we should get one scheduled for early 2016.

December 22, 2015

Page 2

Let me know if you have questions. Merry Christmas!

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'JTS', followed by a long horizontal flourish.

Jay T. Squires

JTS/aet

RASW: 49093

AGREEMENT

This Agreement is made this 14th day of January, 2013 by and between the City of Norwood Young America ("City") located at 310 Elm Street W., Norwood, MN, and Rupp, Anderson, Squires & Waldspurger ("Firm") located at 527 Marquette Ave. S., Suite 1200, Minneapolis, MN 55402.

WHEREAS, City desires to utilize the Firm for Civil Legal Services, excluding bond counsel work; and

WHEREAS, Firm wishes to provide said services to City

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services. Firm agrees to provide civil legal services to City as requested by City. Services shall include but not be limited to: a) attending Council and Board meetings as requested; b.) drafting ordinances, resolutions, and correspondence; c.) advising the Council and City staff on legal matters; d.) submitting legal opinions; e.) representing the City in employment matters and labor negotiations; f.) representing the City in public improvement, special assessment and condemnation proceedings; g.) representing the City in litigation and arbitration in coordination with the City's insurer; and h.) other legal services of a civil nature, excepting bond counsel work.
2. Additional Services. Firm agrees to provide the following separate Civil Legal Services on the stated terms:
 - a. Firm will provide up to four in-services to the City per calendar year on topics selected by City. In-services shall be at no cost to City.
 - b. Firm will conduct "office hours" once per month for approximately a 2-3 hour block on mutually-agreeable dates. Office hours are intended to be a forum where staff and/or Council can meet with an attorney from Firm to discuss legal issues. Office hours shall be at no cost to City.
3. Persons Responsible for Services. Jay Squires will be the lead attorney responsible for day-to-day management of this Agreement. Amy Mace will be the back-up attorney. City is free to use any attorney at Firm, and Firm may use other attorneys on civil legal matters in support of the above attorneys.
4. Compensation. City shall compensate Firm at the rate of \$145.00 per hour for civil legal services performed by attorneys. Paralegals shall be billed at \$105.00 per hour, and law clerks at \$95.00 per hour. These rates shall be reviewed

annually. Attorney time to be billed to third parties shall be billed at \$215.00 per hour. Council meetings and workshops shall be billed at a flat rate of \$300.00 per meeting or workshop.

5. Use of Special Counsel. The City has the right to use special counsel at their discretion.
6. Costs. City shall also pay for overhead costs associated with Firm's work as follows:

Long Distance	::	Actual Cost
Copies	::	\$0.20 per page
Facsimile	::	\$1.00 per page
Mileage	::	IRS Rate

City shall pay out-of-pocket costs that may be incidental to Firm's work such as deposition transcripts, filing fees, Westlaw, etc.

7. Term. This Agreement shall be effective for calendar years 2013, 2014, and 2015. The parties agree to meet on or before September 1, 2015 to discuss and negotiate possible renewal of the Agreement. Either party is free to cancel this Agreement on 30 days written notice.

CITY OF NORWOOD
YOUNG AMERICA

By *Lisa Quilley*

Its *Mayor*

By *Tom J...*

Its *City Administrator*

RUPP, ANDERSON, SQUIRES
& WALDSPURGER, P.A.

By *Andy*

Its *President*



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: December 28, 2015

SUBJECT: Resolution 2015-33, 2015 Budget Amendment

In accordance with state law, cities are to amend their General Fund budget if any significant changes occur during the course of the year. State law does not define what dollar amount represents a significant change but the City has defined it as \$5,000. Resolution 2015-33 also proposes amendments to the Water and Sewer Department budgets.

Suggested Motions:

Motion to approve Resolution 2015-33, a resolution amending the 2015 General Fund and Enterprise Fund Budgets.

RESOLUTION 2015-33

A RESOLUTION AMENDING THE 2015 GENERAL FUND AND ENTERPRISE FUND BUDGETS

WHEREAS, the City Council of the City of Norwood Young America, County of Carver, Minnesota adopted the 2015 General Fund Budget on December 8, 2014; and

WHEREAS, significant changes were made to the 2015 General Fund Budget during the Fiscal Year 2015 as follows:

GENERAL FUND EXPENSES:

<u>Department</u>	<u>Line Item</u>	<u>Budgeted Expenditures</u>	<u>Amended Expenditures</u>
City Clerk	Full-time Employees Regular	\$62,000	\$57,000
	Miscellaneous	\$1,000	\$22,000
	Maintenance Contract	\$22,000	\$30,000
Professional Services	Street Sweeping	\$20,000	\$15,000
	Legal Fees	\$20,000	\$30,000
General Govt Buildings	Repair/Maint. Bldg. & Grounds	\$26,000	\$40,000
Fire Department	Part-time Employees (wages)	\$20,000	\$42,000
	Training Instructional	\$8,500	\$15,000
Building Inspection	Building Inspection Fees	\$40,000	\$25,000
Street Department	Full-time Employees Regular	\$114,000	\$125,000
	Full-time Employees Overtime	\$15,000	\$10,000
	Motor Fuels	\$20,000	\$13,000
	Repair/Maintenance Equipment	\$30,000	\$35,000
	Repair/Maintenance Bldg./Ground	\$3,500	\$11,000
	Street Materials	\$50,000	\$40,000
	Street Maintenance – seal coating	\$100,000	\$95,000
Parks	Full-time Employees Regular		
	Game Fund Disbursements	\$5,000	\$31,000
	Repair/Maintenance Bldg./Ground	\$10,000	\$15,000
	Imp. Other than buildings	\$1,000	\$47,000

GENERAL FUND REVENUES:

<u>Department</u>	<u>Line Item</u>	<u>Budgeted Revenues</u>	<u>Amended Revenues</u>
General Government	Delinquent Taxes	\$15,000	\$38,000

Building Inspections	Building Permits	\$55,000	\$61,000
Hwys., Streets, & Roads	Municipal State Aid Street Maint.	\$0	\$44,000
Parks	Contributions	\$0	\$46,000

ENTERPRISE FUNDS EXPENDITURES:

<u>Department</u>	<u>Line Item</u>	<u>Budgeted Expenditures</u>	<u>Amended Expenditures</u>
Water	Full-time Employees Overtime	\$6,000	\$13,000
	Repair/Maintenance Bldg./Ground	\$25,000	\$40,000
Sewer	Full-time Employees Overtime	\$6,000	\$13,000
	Repair/Maintenance Equipment	\$10,000	\$18,000
	Repair/Maintenance Bldg./Ground	\$15,000	\$70,000
	Capital Outlay	\$49,273	\$22,000

ENTERPRISE FUNDS REVENUES:

<u>Department</u>	<u>Line Item</u>	<u>Budgeted Expenditures</u>	<u>Amended Expenditures</u>
Water	Water Trunk Fees	\$70,200	\$97,000
Sewer	Sewer Trunk Fees	\$70,200	\$101,000

NOW THEREFORE, BE IT RESOLVED that the 2015 General Fund and Enterprise Fund Budgets are to be amended as identified above.

Adopted by the Norwood Young America City Council this 28th day of December, 2015.

Tina Diedrick, Mayor

ATTEST:

Kelly Hayes, City Clerk-Treasurer