



CITY COUNCIL AGENDA

July 13, 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 City Council to Order

1.1 Pledge of Allegiance

2. Approve Agenda

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

- Minnesota State Representative Jim Nash

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 June 22, 2015

4.2 Approve payment of Claims

4.3 Carver County Water Management Organization Advisory Committee Appointment

4.4 2016-2017 Fire Protection Contracts

4.5 Approve Stiftungsfest lawful gambling permit

4.6 Approve Knights of Columbus bingo permit

4.7 Appointment of Firefighter

5. Public Hearings

5.1 Ordinance No. 264, Nuisances

6. Old Business

7. New Business

6.1 Uncle Thirsty's Bar and Grill Music Event Request

6.2 Ordinance No. 264, Nuisances

6.3 Cable Franchise Agreement Renewal and Establishment

6.4 Hazardous Buildings

6.5 Maintenance Responsibilities for Boundary Line Roads Agreement

8. Council Member Reports

9. Mayor's Report

10. Closed Meeting

11. 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: June building permit report, June sheriff report**

UPCOMING MEETINGS/EVENTS

- July 15** **City Council and Planning Commission Joint Meeting – 6:00 p.m.**
- July 21** **Parks and Rec. Commission – 5:30 p.m.; Planning Commission – 7:00 p.m.**
- July 27** **EDA and City Council – 6:30 p.m.**
- August 12** **Economic Development Commission – 6:30 p.m.**
- August 13** **Senior Advisory Committee – 9:00 a.m.**

Norwood Young America City Council Minutes

June 22, 2015

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

Council Absent: None

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

Also Present: Adam Gruenewald NYA Times, Cynthia Smith-Strack Municipal Development Group, Hilbert Hoof, Lovera Ohm, Carol Latzig, Mary Kraemer, Carrol Oraskovich, Ally Clark, Mel Byer, LaVonne Byer, Carolyn Hoernemann, Rollie Lindemeier, Jr, Hoernemann, Dorothy Bohnen, Diane Noeldner, Larry Noeldner, Randy Marttinen, Craig Heher, Mark Lagergren, Mark Frost, Kim Eggert, Jeremy Gruenhagen, Emma Gruenhagen, Augi Cavier, Mike Cavier, Tom Sudheimer, Andrew Franck, Katie Pugh, Don Schroeder, Carol Schroeder, Bill Grundahl, Corrine Hoernemann, Carolyn Durbin

Mayor Tina Diedrick called the meeting to order at 6:31 p.m.

Approve Agenda

Motion: DS/MM; all in favor to approve the agenda with the addition of an additional pool personnel.

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

Consent Agenda

Motion: DS/MM; all in favor, to approve the consent agenda,

Approve minutes of May 26 and June 9, 2015 City Council meetings

Approve payment of Claims

Hire Chris Niesen, Public Works Operator I

Approve Lawn Abatement Contract

Resolution 2015-14, Economic Development Commission Appointment and Member Removal

Appointing Swimming Pool Part-Time Seasonal Personnel (added: two employees instead of one)

Approve Street Closing for National Night Out Event

Public Hearings None

Old Business

Lions Building Addition Agreement: Administrator Helget requested the Council approve the construction agreement with the Lions for the addition to the Lions Building. The agreement will document the respective roles in the construction of a building addition to the Lion's Building.

Motion: CL/JK, all in favor to approve the agreement between the City of Norwood Young America and the Norwood Young America Lions.

Hotel Market Study Report: Administrator Helget reported that at the January 26th meeting the Council approved a proposal from Hospitality Marketers to conduct a market study to see the feasibility for a hotel in Norwood Young America. That first phase of the study has been completed and findings show that at this time Norwood Young America cannot support the recommended occupancy rates.

Motion: DS/CL, all in favor not to proceed with phase two of the market study for hotel development.

New Business

Ordinance No. 262, Home Occupations: Planning Consultant Cynthia Smith-Strack introduced Ordinance 262 which amends Chapter 12, Section 1245.09 of the City Code. The proposed ordinance provides for permitted, prohibited, and special home occupations. Smith-Strack informed the Council on the steps the Planning Commission went through to develop the proposed Ordinance.

Mayor Diedrick asked for input from audience in attendance. Comments were heard from a number of residents. After lengthy discussion it was recommended to table the vote to allow for the Planning Commission and City Council to meet to discuss and develop the best possible ordinance.

Motion: CL/JK, all in favor to table Ordinance 262, to send back to the Planning Commission for further discussion after a joint workshop with the Council.

Sealcoating Bid Proposals: Public Works Director Brent Aretz reported that three bid proposals were received for sealcoating 29,582 square yards of city streets. The bid specifications state that the job is to be completed by August 15. The total project cost will be \$34,315.12.

Motion: MM/DS, all in favor to accept the sealcoating proposal from Allied Blacktop at \$1.16 per square yard.

Revolving Loan Approval-Resolution 2015-15: Administrator Helget reported that the EDC has received an application for a revolving loan from Jamie and Melissa Schlechter for their business 180 Collision. The applicants plan to locate their auto body repair and paint service at 180 Industrial Blvd, currently owned by Citizen State Bank. The \$30,000 loan will be administered by The Metropolitan Consortium of Community Developers (MCCD), the City of Norwood Young America's share of the loan would be \$5,000. The EDC Finance Committee reviewed the financial projections and the EDC concurred with the findings and recommend approving the loan. The loan would be a five year loan at 7.25% interest.

Motion: CL/MM, all in favor to approve Resolution 2015-15, a resolution approving terms of loan to 180 Collision, LLC. Utilities the EDC's Revolving Loan fund program and authorizing execution of loan documents.

Willkommen Park – Old Town Buildings Forensic Evaluation Proposal: Administrator Helget informed the Council that the Parks and Recreation Commission reviewed a proposal from Encompass to conduct a forensic evaluation of the Old Town Building located in Willkommen Park. The proposal is \$3,200 to do the investigation, provide a summary of their findings and to provide an opinion of the cost to repair the identified deficiencies. Funding for the investigation will be taken from the Park Dedication Fund. Mayor Diedrick stated that it seems a bit costly and wondered if that cost could be lowered.

Motion: CL/MM, all in favor to accept the proposal from Encompass to complete a forensic evaluation of the Old Town buildings located in Willkommen Park, funding to come from the Park Dedication Fund.

Schedule joint special meeting with the Planning Commission

Motion: CL/JK, all in favor to schedule a special meeting with the Planning Commission to further discuss the Home Occupations Ordinance for Wednesday, July 15, at 6:00 p.m.

Council Member Reports

CL: Reported that the Personnel Committee continues to work to update the Employee Handbook.

MM: Reported that the EDC has been working on the loan approval and reviewing the results of the Residential Survey.

DS: Nothing to report, but questioned what is being done about the flood control. Aretz informed the council that a meeting has been arranged with Mike Waters of Carver County Soil and Water Department for July 17th.

JK: Nothing to report

TD: thanked everyone for the input, reviewed the coming events and meetings.

Adjournment

Motion: MM/DS; all in favor to adjourn the meeting at 8:25 p.m.

Respectfully Submitted,

Diane Frauendienst
City Clerk-Treasurer

Mayor

CITY OF NORWOOD YOUNG AMERICA

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

To Be Approved: July 13, 2015

Pre-Paid Claims (Check Sequence #24540; 503195-503230)	<u>\$33,164.51</u>
Claims Pending Payment (Check Sequence #24541-24617)	<u>\$396,555.70</u>
Grand Total	<u>\$429,720.21</u>

NORWOOD YOUNG AMERICA, MN

07/09/15 10:53 AM

Page 1

*Check Summary Register©

MAY 2015 to JULY 2015

Name	Check Date	Check Amt	
<hr/>			
10100 CHECKING			
Paid Chk# 024540 CITY OF LAKE CITY	6/19/2015	<u>\$500.00</u>	TWO SONFORD SAMPLERS
	Total Checks	\$500.00	

Check #	Employee Name	Pay Per	Pay Group	Description	Check Amount	Check Date
503195	BARTHEL, JOLENE F.	12	SEMI-MONTHLY		\$163.24	30-Jun-15
503196	EICHNER, REESE, W.	12	SEMI-MONTHLY		\$706.48	30-Jun-15
503197	GAIDA, SHERYL A	12	SEMI-MONTHLY		\$225.07	30-Jun-15
503198	GOLBERG, KAILEY	12	SEMI-MONTHLY		\$226.07	30-Jun-15
503199	GOLBERG, KATANA J	12	SEMI-MONTHLY		\$738.02	30-Jun-15
503200	HOEN, ROBERT G.	12	SEMI-MONTHLY		\$327.42	30-Jun-15
503201	Hormann, Duane	12	SEMI-MONTHLY		\$402.23	30-Jun-15
503202	JACOBS, CAMBRIA S	12	SEMI-MONTHLY		\$21.36	30-Jun-15
503203	LAGERGREN, BEN	12	SEMI-MONTHLY		\$125.58	30-Jun-15
503204	McPADDEN, MICHAEL W.	12	SEMI-MONTHLY		\$1,100.52	30-Jun-15
503205	SULLIVAN, RYAN P	12	SEMI-MONTHLY		\$601.50	30-Jun-15
503206	SWANSON, ELLE L	12	SEMI-MONTHLY		\$637.22	30-Jun-15
503207	WINTER, RYAN P	12	SEMI-MONTHLY		\$1,998.17	30-Jun-15
503208	ARETZ, BRENT R	12	SEMI-MONTHLY		\$2,061.38	30-Jun-15
503209	Diedrick, Tina	12	SEMI-MONTHLY		\$1,562.52	30-Jun-15
503210	FRAUENDIENST, DIANE J	12	SEMI-MONTHLY		\$1,452.57	30-Jun-15
503211	HOEN, KEN D	12	SEMI-MONTHLY		\$68.67	30-Jun-15
503212	Keller, James R.	12	SEMI-MONTHLY		\$1,100.52	30-Jun-15
503213	KROELLS, RICHARD G	12	SEMI-MONTHLY		\$374.32	30-Jun-15
503214	Lagergren, Carol	12	SEMI-MONTHLY		\$1,100.52	30-Jun-15
503215	LATZKE, BRIANNA M.	12	SEMI-MONTHLY		\$846.55	30-Jun-15
503216	LENZ, DEBRA A	12	SEMI-MONTHLY		\$1,299.06	30-Jun-15
503217	MENZEL, ALICIA	12	SEMI-MONTHLY		\$984.83	30-Jun-15
503218	Noennig, Grant A	12	SEMI-MONTHLY		\$374.70	30-Jun-15
503219	NOENNIG, MALEA A	12	SEMI-MONTHLY		\$49.64	30-Jun-15
503220	SCHRUPP, JOHN O	12	SEMI-MONTHLY		\$1,648.81	30-Jun-15
503221	STENDER, DANIEL H	12	SEMI-MONTHLY		\$1,561.20	30-Jun-15
503222	Stolz, Richard J	12	SEMI-MONTHLY		\$1,100.52	30-Jun-15
503223	Helget, Steven P	12	SEMI-MONTHLY		\$2,203.31	30-Jun-15
503224	KLOEMPKEN, JASON A	12	SEMI-MONTHLY		\$1,018.62	30-Jun-15
503225	JOHNSON, MATTHEW	12	SEMI-MONTHLY		\$515.01	30-Jun-15
503226	Eichner, Alex	12	SEMI-MONTHLY		\$1,056.72	30-Jun-15
503227	JACQUIN, JESSA R.	12	SEMI-MONTHLY		\$26.32	30-Jun-15
503228	KleinBank	12	Summary Check		\$27,678.67	30-Jun-15
503229	BRINKMAN, MATTHEW J.	12.01	SEMI-MONTHLY		\$485.84	30-Jun-15
503230	KleinBank	12.01	Summary Check		\$485.84	30-Jun-15

NORWOOD YOUNG AMERICA, MN

07/09/15 10:28 AM

Page 1

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JULY 2015

Check Amt Invoice Comment

10100 CHECKING

Paid Chk#		Date	Invoice	Check Amt	Invoice	Comment
A & K REPAIR						
E 602-49450-221	Repair/Maintenance Equipment			\$229.85	40288	REPAIR BLOWER UNIT
Total A & K REPAIR				\$229.85		
ALDEN POOL & MUNICIPAL SUPPLY						
E 601-49400-221	Repair/Maintenance Equipment			\$185.10	15349	BALL VALVES, BUSHING, STEEL BUSHING
Total ALDEN POOL & MUNICIPAL SUPPLY				\$185.10		
AMERICAN LEAK DETECTION						
E 101-49860-223	Repair/Maintenance Bldg/Ground			\$450.00	16659	POOL LEAK
Total AMERICAN LEAK DETECTION				\$450.00		
BOND TRUST SERVICES CORP.						
E 516-49330-611	Bond Interest			\$17,642.50	25800	2008A
E 601-49400-601	Debt Srv Bond Principal			\$51,832.50	25801	2008B
E 517-49330-611	Bond Interest			\$43,425.00	25802	2009A
E 501-49330-611	Bond Interest			\$9,352.50	25803	2010A
E 518-49330-611	Bond Interest			\$80,765.63	25804	2010B
E 519-49330-611	Bond Interest			\$42,415.63	25805	2011A
E 601-49400-611	Bond Interest			\$8,480.00	25806	2012A
E 602-49450-611	Bond Interest			\$13,835.00	25806	2012A
E 517-49331-611	Bond Interest			\$24,425.00	25807	2013A
E 520-49330-611	Bond Interest			\$20,125.00	25808	2013B
E 601-49400-604	Bond Service Charge			\$450.00	26485	2008B
E 517-49330-604	Bond Service Charge			\$450.00	26486	2009A
E 518-49330-604	Bond Service Charge			\$450.00	26487	2010B
E 519-49330-604	Bond Service Charge			\$450.00	26488	2011A
E 520-49330-604	Bond Service Charge			\$450.00	26489	2013B
Total BOND TRUST SERVICES CORP.				\$314,548.76		
BRYAN ROCK PRODUCTS, INC.						
E 101-43100-224	Street Maint Materials			\$58.60	8580	3/4 WITH FINES
Total BRYAN ROCK PRODUCTS, INC.				\$58.60		
CARGILL SALT						
E 101-43100-224	Street Maint Materials			\$1,736.84	2902311826	DEICER SALT
Total CARGILL SALT				\$1,736.84		
CARQUEST AUTO PARTS						
E 601-49400-221	Repair/Maintenance Equipment			\$2.40	5927-109233	SPARK PLUG
E 101-43100-221	Repair/Maintenance Equipment			\$6.67	5927-109692	GRINDING WHEEL
E 602-49450-221	Repair/Maintenance Equipment			\$21.59	5927-109992	V-BELTS
E 602-49450-221	Repair/Maintenance Equipment			\$269.04	5927-110104	V-BELTS
E 602-49450-221	Repair/Maintenance Equipment			\$7.99	5927-110173	10MM COMB WRCH
E 101-43100-221	Repair/Maintenance Equipment			\$7.00	5927-110628	BATTERY
E 601-49400-221	Repair/Maintenance Equipment			\$2.41	5927-110778	SPARK PLUG
E 601-49400-221	Repair/Maintenance Equipment			\$149.75	5927-110848	OIL

NORWOOD YOUNG AMERICA, MN

07/09/15 10:28 AM

Page 2

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JULY 2015

			Check Amt	Invoice	Comment
E 602-49450-221	Repair/Maintenance Equipment		\$149.75	5927-110848	OIL
	Total CARQUEST AUTO PARTS		\$616.80		
<hr/>					
Paid Chk# 024548	7/13/2015	CARVER COUNTY ATTORNEYS OFF			
E 101-41500-307	Prosecution Contract		\$1,237.14		2ND QTR FINES
E 101-42100-407	Fine Expenses		\$2,064.64		2ND QTR FINES
	Total CARVER COUNTY ATTORNEYS OFF		\$3,301.78		
<hr/>					
Paid Chk# 024549	7/13/2015	CENTER POINT			
E 602-49450-383	Gas Utilities		\$422.21		
E 101-45200-383	Gas Utilities		\$201.54		
E 101-49860-383	Gas Utilities		\$291.57		
E 101-41940-383	Gas Utilities		\$38.63		
E 101-42200-383	Gas Utilities		\$12.10		
E 101-43100-383	Gas Utilities		\$151.37		
E 601-49400-383	Gas Utilities		\$80.27		
	Total CENTER POINT		\$1,197.69		
<hr/>					
Paid Chk# 024550	7/13/2015	CENTURY LINK			
E 101-41940-321	Telephone		\$35.20		
E 601-49400-321	Telephone		\$93.07		
E 101-45200-321	Telephone		\$77.59		
E 602-49450-321	Telephone		\$256.43		
	Total CENTURY LINK		\$462.29		
<hr/>					
Paid Chk# 024551	7/13/2015	CNA - GROUP LONG TERM CARE			
G 101-21711	Long-Term Care Ins		\$98.76		LONG TERM CARE
	Total CNA - GROUP LONG TERM CARE		\$98.76		
<hr/>					
Paid Chk# 024552	7/13/2015	CNH CAPITAL			
E 101-45200-221	Repair/Maintenance Equipment		\$37.69		MOWER PARTS
	Total CNH CAPITAL		\$37.69		
<hr/>					
Paid Chk# 024553	7/13/2015	CONNELLY INDUSTRIAL ELECTRONIC			
E 602-49450-221	Repair/Maintenance Equipment		\$454.75	13804	CLARIFIER REPAIRS
E 253-49450-223	Repair/Maintenance Bldg/Ground		\$25,424.00	14163	FLOOD REPAIRS
E 602-49450-221	Repair/Maintenance Equipment		\$665.67	14166	LOAD CELL FOR CHLOR-SCALE
	Total CONNELLY INDUSTRIAL ELECTRONIC		\$26,444.42		
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Paid Chk# 024554	7/13/2015	CULLIGAN WATER CONDITIONING			
E 602-49450-216	Chemicals and Chem Products		\$9.00		DEIONIZATION SERVICE
	Total CULLIGAN WATER CONDITIONING		\$9.00		
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Paid Chk# 024555	7/13/2015	DOOR POWER INC			
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$950.00	121268	REPLACE SPRINGS AT WWTP
	Total DOOR POWER INC		\$950.00		
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Paid Chk# 024556	7/13/2015	DPC INDUSTRIES INC			
E 601-49400-216	Chemicals and Chem Products		\$72.00	827000977-15	CHLORINE

NORWOOD YOUNG AMERICA, MN

07/09/15 10:28 AM

Page 3

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JULY 2015

			Check Amt	Invoice	Comment
E 602-49450-216	Chemicals and Chem Products		\$624.00	827000978-15	CHLORINE, SULFUR DIOXIDE
	Total DPC INDUSTRIES INC		\$696.00		
Paid Chk# 024557	7/13/2015	ECONO FOODS			
E 601-49400-210	Operating Supplies (GENERAL)		\$27.39		
E 101-49860-251	Concessions		\$78.98		
	Total ECONO FOODS		\$106.37		
Paid Chk# 024558	7/13/2015	EHLERS AND ASSOCIATES, INC			
E 518-49330-804	Bond Service Charge		\$500.00	67833	BASE FEE FOR ANNUAL DISCLOSURE REPORT
	Total EHLERS AND ASSOCIATES, INC		\$500.00		
Paid Chk# 024559	7/13/2015	ELECTRIC PUMP			
E 253-49450-221	Repair/Maintenance Equipment		\$3,575.00	0055700-IN	REPLACE PUMP
	Total ELECTRIC PUMP		\$3,575.00		
Paid Chk# 024560	7/13/2015	EMERGENCY RESPONSE SOLUTIONS			
E 101-42200-221	Repair/Maintenance Equipment		\$788.23	4364	GLOVES
	otal EMERGENCY RESPONSE SOLUTIONS		\$788.23		
Paid Chk# 024561	7/13/2015	ENCOMPASS			
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$350.00	31829	PAVILION
E 251-46331-310	Other Professional Services		\$481.25	31831	THE HARBOR
	Total ENCOMPASS		\$831.25		
Paid Chk# 024562	7/13/2015	FRITZ BOBCAT & LANDSCAPING LLC			
E 101-45200-220	Game Fund Disbursements		\$4,438.45	571	VETERANS PARK PAVERS
	Total FRITZ BOBCAT & LANDSCAPING LLC		\$4,438.45		
Paid Chk# 024563	7/13/2015	G & K SERVICES			
E 101-43100-417	Uniform		\$272.31		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$674.94		
E 101-45200-417	Uniform		\$116.70		
	Total G & K SERVICES		\$1,063.95		
Paid Chk# 024564	7/13/2015	GOPHER STATE ONE-CALL, INC.			
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$79.75	138509	LOCATES
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$79.75	138509	LOCATES
	Total GOPHER STATE ONE-CALL, INC.		\$159.50		
Paid Chk# 024565	7/13/2015	HACH COMPANY			
E 601-49400-216	Chemicals and Chem Products		\$172.29	9417936	CHLORINE ACCUVAC
E 601-49400-216	Chemicals and Chem Products		\$20.19	9423568	TOT CHLORINE
E 601-49400-216	Chemicals and Chem Products		\$177.79	9440206	CHLORINE
E 601-49400-216	Chemicals and Chem Products		\$449.60	9440524	
	Total HACH COMPANY		\$819.87		
Paid Chk# 024566	7/13/2015	HAWKINS WATER TREATMENT GROUP			
E 101-49860-216	Chemicals and Chem Products		\$22.14	3739133	POOL

NORWOOD YOUNG AMERICA, MN

07/09/15 10:28 AM

Page 4

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JULY 2015

		Check Amt	Invoice	Comment
E 101-49860-216	Chemicals and Chem Products	\$5.00	3744987	CHLORINE CYLINDER
E 101-49860-216	Chemicals and Chem Products	\$650.31	3745446	POOL CHEMICALS
E 101-49860-221	Repair/Maintenance Equipment	\$711.94	3746336	CENTRIFUGAL PUMP
Total HAWKINS WATER TREATMENT GROUP		\$1,389.39		
<hr/>				
Paid Chk#	024567	7/13/2015	HELGET, STEVE	
E 101-41300-331	Travel/Meeting Expense	\$248.26		LODGING
E 101-41300-331	Travel/Meeting Expense	\$215.62		MILEAGE
E 101-41300-331	Travel/Meeting Expense	\$10.00		PARKING
Total HELGET, STEVE		\$473.88		
<hr/>				
Paid Chk#	024568	7/13/2015	HERMEL WHOLESale	
E 101-49860-251	Concessions	\$151.60	511864	CANDY
E 101-49860-251	Concessions	\$122.70	513353	CANDY
E 101-49860-251	Concessions	\$174.68	514738	POOL CANDY
Total HERMEL WHOLESale		\$448.98		
<hr/>				
Paid Chk#	024569	7/13/2015	HOLIDAY FLEET	
E 101-43100-212	Motor Fuels	\$82.51		FUEL
Total HOLIDAY FLEET		\$82.51		
<hr/>				
Paid Chk#	024570	7/13/2015	HOME SOLUTIONS	
E 101-45200-221	Repair/Maintenance Equipment	\$134.41		
E 602-49450-221	Repair/Maintenance Equipment	\$27.44		
E 601-49400-221	Repair/Maintenance Equipment	\$27.16		
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$189.99		
E 101-43100-221	Repair/Maintenance Equipment	\$12.03		
Total HOME SOLUTIONS		\$391.03		
<hr/>				
Paid Chk#	024571	7/13/2015	HORIZON COMMERCIAL POOL SUPPLY	
E 101-49860-221	Repair/Maintenance Equipment	\$336.48	150601006	6" FLOW METER
Total HORIZON COMMERCIAL POOL SUPPLY		\$336.48		
<hr/>				
Paid Chk#	024572	7/13/2015	HYDRO ENGINEERING INC	
E 101-43100-350	Print/Publishing/Postage	\$11.16	71564	UPS CHARGE
Total HYDRO ENGINEERING INC		\$11.16		
<hr/>				
Paid Chk#	024573	7/13/2015	KELLEY HEATING & AC	
E 101-41320-430	Miscellaneous (GENERAL)	\$4.00		OVERPAYMENT OF PERMIT 2015101
Total KELLEY HEATING & AC		\$4.00		
<hr/>				
Paid Chk#	024574	7/13/2015	LANO EQUIPMENT	
E 101-43100-221	Repair/Maintenance Equipment	\$37.50		TRACTOR TIRE TUBE
E 101-45200-221	Repair/Maintenance Equipment	\$676.12	10655A	NH MOWER REPAIRS
E 201-45200-530	Improvements Other Than Bldgs	\$87.50	84726	HYDRAULIC BREAKER RENTAL
E 201-45200-530	Improvements Other Than Bldgs	\$625.00	84851	MINI EXCAVATOR RENTAL
Total LANO EQUIPMENT		\$1,426.12		
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Paid Chk#	024575	7/13/2015	LENZ, DEBRA	

NORWOOD YOUNG AMERICA, MN

07/09/15 10:28 AM

Page 5

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JULY 2015

			Check Amt	Invoice	Comment
E 101-41400-331	Travel/Meeting Expense		\$53.48		MILEAGE REIMBURSMENT
	Total LENZ, DEBRA		\$53.48		
<hr/>					
Paid Chk# 024576	7/13/2015	LINDS HOMETOWN HARDWARE			
E 101-43100-221	Repair/Maintenance Equipment		\$105.29		
E 602-49450-221	Repair/Maintenance Equipment		\$70.58		
E 101-49860-221	Repair/Maintenance Equipment		\$155.48		
	Total LINDS HOMETOWN HARDWARE		\$331.35		
<hr/>					
Paid Chk# 024577	7/13/2015	LOFFLER COMPANIES, INC.			
E 101-41400-437	Maintenance Contract		\$296.31		COPIER RENT
	Total LOFFLER COMPANIES, INC.		\$296.31		
<hr/>					
Paid Chk# 024578	7/13/2015	MAYER LUMBER CO.			
E 101-43100-221	Repair/Maintenance Equipment		\$77.78		
	Total MAYER LUMBER CO.		\$77.78		
<hr/>					
Paid Chk# 024579	7/13/2015	MCCD			
E 225-46500-305	Other Professional Fees		\$5,000.00	NYA#1-2015	180 COLLISION LOAN
	Total MCCD		\$5,000.00		
<hr/>					
Paid Chk# 024580	7/13/2015	METRO WEST INSPECTION SERVICES			
E 101-42400-312	Building Inspection Fee		\$251.32		
	Total METRO WEST INSPECTION SERVICES		\$251.32		
<hr/>					
Paid Chk# 024581	7/13/2015	MID-COUNTY CO-OP OIL ASSN			
E 101-45200-212	Motor Fuels		\$517.56		FUEL
E 101-45200-212	Motor Fuels		\$496.83	14586	DYED DIESEL
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$576.60	3528	TRIMEC
	Total MID-COUNTY CO-OP OIL ASSN		\$1,590.99		
<hr/>					
Paid Chk# 024582	7/13/2015	MINNESOTA VALLEY TESTING LAB			
E 602-49450-217	Lab Fees		\$36.20	760548	PHOSPHORUS
E 602-49450-217	Lab Fees		\$36.20	761837	PHOSPHORUS
E 602-49450-217	Lab Fees		\$25.00	762880	PHOSPHORUS
	Total MINNESOTA VALLEY TESTING LAB		\$97.40		
<hr/>					
Paid Chk# 024583	7/13/2015	MINNESOTA/WISCONSIN PLAYGROUND			
E 101-45200-430	Miscellaneous (GENERAL)		\$623.24	2015161	PLAY EQUIPMENT
	Total MINNESOTA/WISCONSIN PLAYGROUND		\$623.24		
<hr/>					
Paid Chk# 024584	7/13/2015	MN DEPT OF LABOR & INDUSTRY			
G 101-21721	State Bldg Surcharge Fee		\$2,489.85		2ND QTR SURCHARGE
	Total MN DEPT OF LABOR & INDUSTRY		\$2,489.85		
<hr/>					
Paid Chk# 024585	7/13/2015	MN VALLEY ELECTRIC COOPERATIVE			
E 601-49400-381	Electric Utilities		\$226.96		640 TACOMA BLVD
E 602-49450-381	Electric Utilities		\$34.52		LIFT STATION
E 101-43100-380	Street Lighting		\$100.86		STREET LIGHTS

NORWOOD YOUNG AMERICA, MN

07/09/15 10:28 AM

Page 6

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JULY 2015

		Check Amt	Invoice	Comment
Total MN VALLEY ELECTRIC COOPERATIVE		\$362.34		
Paid Chk#	024586	7/13/2015	MUNICIPAL DEVELOPMENT GROUP	
E	101-46500-305	Other Professional Fees	\$1,301.55	NYAEDC0706 EDC CONSULTANT
E	101-41320-305	Other Professional Fees	\$1,250.15	NYAPLAN070 PLANNING CONSULTANT
Total MUNICIPAL DEVELOPMENT GROUP		\$2,551.70		
Paid Chk#	024587	7/13/2015	NAC	
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$356.08	115458 BOILER ROOM AIR UNIT ISSUES
Total NAC		\$356.08		
Paid Chk#	024588	7/13/2015	NEUBARTH, EDNA	
E	101-41940-221	Repair/Maintenance Equipment	\$9.07	PAVILION EXTENSION CORD
Total NEUBARTH, EDNA		\$9.07		
Paid Chk#	024589	7/13/2015	NORTH AMERICAN SAFETY INC	
E	101-45200-210	Operating Supplies (GENERAL)	\$230.00	12697 LIME BREEZE SHIRTS
Total NORTH AMERICAN SAFETY INC		\$230.00		
Paid Chk#	024590	7/13/2015	NYA CHAMBER OF COMMERCE	
E	101-41330-317	EDC Board	\$150.00	CHAMBER BUCKS
Total NYA CHAMBER OF COMMERCE		\$150.00		
Paid Chk#	024591	7/13/2015	NYA TIMES	
E	101-41400-350	Print/Publishing/Postage	\$131.25	226601 CUSTODIAN
E	101-41400-350	Print/Publishing/Postage	\$498.96	229763 FINANCIAL STATEMENT
E	101-41400-350	Print/Publishing/Postage	\$264.60	229764 FINANCIAL STATEMENT
E	101-41110-350	Print/Publishing/Postage	\$52.92	233990 REG MINS
E	101-41110-350	Print/Publishing/Postage	\$22.68	233991 SPEC MINS
E	101-41110-350	Print/Publishing/Postage	\$34.02	233992 EDA MINS
E	101-41320-350	Print/Publishing/Postage	\$37.80	233993 NUISANCES ORD
Total NYA TIMES		\$1,042.23		
Paid Chk#	024592	7/13/2015	PRO AUTO & TRANSMISSION REPAIR	
E	101-43100-221	Repair/Maintenance Equipment	\$1,544.93	49406 T2 REPAIRS
Total PRO AUTO & TRANSMISSION REPAIR		\$1,544.93		
Paid Chk#	024593	7/13/2015	QUILL CORPORATION	
E	101-41400-200	Office Supplies (GENERAL)	\$298.32	5194726 TONER
E	101-41400-200	Office Supplies (GENERAL)	\$120.91	5347963 FILE FOLDER, PAPER CLIPS, STAPLER
Total QUILL CORPORATION		\$419.23		
Paid Chk#	024594	7/13/2015	R&R AUTO & METAL SALVAGE	
E	101-42200-207	Training Instructional	\$200.00	11720 TOWS FOR TRAINING
Total R&R AUTO & METAL SALVAGE		\$200.00		
Paid Chk#	024595	7/13/2015	SAFE-FAST, INC	
E	601-49400-417	Uniform	\$4.24	
E	602-49450-417	Uniform	\$4.24	

NORWOOD YOUNG AMERICA, MN

07/09/15 10:28 AM

Page 7

*Check Detail Register©

JULY 2015

			Check Amt	Invoice	Comment
Total SAFE-FAST, INC			\$8.48		
Paid Chk#	024596	7/13/2015	SCHWANS		
E 101-49860-251	Concessions		\$134.37		CONCESSIONS
E 101-49860-251	Concessions		\$72.49	0153277197	CONCESSIONS
E 101-49860-251	Concessions		\$52.60	0153277201	CONCESSIONS
Total SCHWANS			\$259.46		
Paid Chk#	024597	7/13/2015	SMITH OIL CO		
E 101-45200-212	Motor Fuels		\$143.67		
E 101-42200-212	Motor Fuels		\$70.82		FIRE DEPT FUEL
E 602-49450-212	Motor Fuels		\$154.63		
E 601-49400-212	Motor Fuels		\$154.62		
E 101-43100-212	Motor Fuels		\$335.24		
Total SMITH OIL CO			\$858.98		
Paid Chk#	024598	7/13/2015	SONJU, KRISTEN		
E 101-49860-455	Refunds/Reimbursements		\$135.00		SWIMMING LESSON REFUNDS
Total SONJU, KRISTEN			\$135.00		
Paid Chk#	024599	7/13/2015	STOLZ, DICK		
E 101-41110-331	Travel/Meeting Expense		\$27.28		MEALS
E 101-41110-331	Travel/Meeting Expense		\$248.26		LODGING
E 101-41110-331	Travel/Meeting Expense		\$40.85		FUEL
Total STOLZ, DICK			\$316.39		
Paid Chk#	024600	7/13/2015	TECHSTAR IT SOLUTIONS		
E 101-41400-437	Maintenance Contract		\$241.50	4838	JULY BACKUP
E 101-41400-437	Maintenance Contract		\$854.00	MSP-4827	MANAGED SERVICES
Total TECHSTAR IT SOLUTIONS			\$1,095.50		
Paid Chk#	024601	7/13/2015	THE HARBOR		
E 101-41330-319	Sr. Advisory Committee		\$106.56		MUSIC IN THE PARK ICE CREAM
Total THE HARBOR			\$106.56		
Paid Chk#	024602	7/13/2015	THE HOME DEPOT		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$254.58		POOL LANDSCAPING
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$264.16		POOL LANDSCAPING
Total THE HOME DEPOT			\$518.74		
Paid Chk#	024603	7/13/2015	TITLE MARK		
G 101-22000	Deposits		\$900.00		1010 FOX CROSSING
G 101-22000	Deposits		\$900.00		1015 FOX CROSSING DEPOSIT
Total TITLE MARK			\$1,800.00		
Paid Chk#	024604	7/13/2015	TRAFFIC CONTROL CORP		
E 101-43100-224	Street Maint Materials		\$283.50	84582	GREEN TINTED LED
Total TRAFFIC CONTROL CORP			\$283.50		

NORWOOD YOUNG AMERICA, MN

07/09/15 10:28 AM

Page 8

*Check Detail Register©

JULY 2015

			Check Amt	Invoice	Comment
Paid Chk# 024605	7/13/2015	TRAVER, SHELLY			
E 101-49860-455	Refunds/Reimbursements		\$45.00		SWIMMING LESSON REFUND
	Total TRAVER, SHELLY		\$45.00		
Paid Chk# 024606	7/13/2015	TWIN CITIES & WESTERN RAILROAD			
E 101-43100-440	Lease		\$622.89	M011087-IN	PERMIT
	Total TWIN CITIES & WESTERN RAILROAD		\$622.89		
Paid Chk# 024607	7/13/2015	UFC			
E 101-45200-221	Repair/Maintenance Equipment		\$26.72		TANK LEASE
E 101-45200-221	Repair/Maintenance Equipment		\$329.95	611526	STIHL TRIMMER
E 101-49860-216	Chemicals and Chem Products		\$16.49	612755	CALCIUM CHLORIDE
	Total UFC		\$373.16		
Paid Chk# 024608	7/13/2015	USA BLUE BOOK			
E 601-49400-210	Operating Supplies (GENERAL)		\$42.45	686056	BEAKERS
	Total USA BLUE BOOK		\$42.45		
Paid Chk# 024609	7/13/2015	USPS			
E 601-49400-350	Print/Publishing/Postage		\$135.30		JULY UTILITY BILLS
E 602-49450-350	Print/Publishing/Postage		\$135.31		JULY UTILITY BILLS
E 603-49500-350	Print/Publishing/Postage		\$135.31		JULY UTILITY BILLS
	Total USPS		\$405.92		
Paid Chk# 024610	7/13/2015	UTILITY CONSULTANTS			
E 602-49450-217	Lab Fees		\$746.40	89370	CBOD, TSS TESTING
	Total UTILITY CONSULTANTS		\$746.40		
Paid Chk# 024611	7/13/2015	VERIZON WIRELESS			
E 101-42200-321	Telephone		\$315.09		FIRE DEPT IPADS
E 101-45200-321	Telephone		\$48.95		
E 602-49450-321	Telephone		\$149.72		
E 601-49400-321	Telephone		\$149.72		
E 101-43100-321	Telephone		\$114.21		
	Total VERIZON WIRELESS		\$777.69		
Paid Chk# 024612	7/13/2015	VOLUNTEER FIREFIGHTERS			
E 101-42200-305	Other Professional Fees		\$22.00		HACKBARTH & ULRICH
	Total VOLUNTEER FIREFIGHTERS		\$22.00		
Paid Chk# 024613	7/13/2015	WASTE MANAGEMENT			
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$217.99		GARBAGE PICKUP
	Total WASTE MANAGEMENT		\$217.99		
Paid Chk# 024614	7/13/2015	WINTER, RYAN			
E 601-49400-207	Training Instructional		\$23.00		WATER OPERATOR LICENSE
	Total WINTER, RYAN		\$23.00		
Paid Chk# 024615	7/13/2015	WM MUELLER & SONS INC			

NORWOOD YOUNG AMERICA, MN

07/09/15 10:28 AM

Page 9

***Check Detail Register©**

JULY 2015

			Check Amt	Invoice	Comment
E 101-43100-224	Street Maint Materials		\$90.25	203531	TACK OIL
E 101-43100-224	Street Maint Materials		\$315.73	203532	3/8 MINUS
Total WM MUELLER & SONS INC			\$405.98		
<hr/>					
Paid Chk# 024616	7/13/2015	XCEL ENERGY			
E 101-45200-381	Electric Utilities		\$18.56		VETERANS PARK
Total XCEL ENERGY			\$18.56		
<hr/>					
Paid Chk# 024617	7/13/2015	XTREME ELECTRICAL			
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$1,925.00	15-6037	TREE DAMAGE AT LEGION PARK
Total XTREME ELECTRICAL			\$1,925.00		
10100 CHECKING			\$396,555.70		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$38,087.07
201 PARK DEDICATION FUND	\$712.50
225 Economic Recovery	\$5,000.00
251 HARBOR AT PEACE	\$481.25
253 2014 FLOODING EVENT	\$28,999.00
601 2010 INFRA DEBT SERVICE	\$9,352.50
516 2008 DEBT FUND	\$17,642.50
517 Oak Grove Debt Service	\$68,300.00
518 2010B Gen OBLIGATION REFUNDING	\$81,715.63
519 2011A GO Debt Service	\$42,865.63
520 2013 INFRASTRUCTURE	\$20,575.00
601 WATER FUND	\$63,037.96
602 SEWER FUND	\$19,651.35
603 STORM WATER UTILITY	\$135.31
	\$396,555.70



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: July 13, 2015
SUBJECT: Carver County Water Management Organization Advisory Committee Appointment

Proposed is to appoint Brent Aretz, Public Works Director, to the County Water Management Organization Advisory Committee. Currently the City does not have a representative serving on the Committee.

Suggested Motion:

Motion to appoint Brent Aretz to the Carver County Water Management Organization Advisory Committee Appointment.



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: July 13, 2015
SUBJECT: 2016-2017 Fire Protection Contracts

Proposed is to approve the 2016-2017 Fire Protection Contracts with the Townships of Benton, Camden, Hancock, Waconia, and Young America. All the Townships have returned to the City a signed 2016-2017 contract. Enclosed is the proposed contract.

Suggested Motion:

Motion to approve the 2016-2017 Fire Protection Contracts with the Townships of Benton, Camden, Hancock, Waconia, and Young America.

**City of Norwood Young America and _____ Township
Fire Protection Contract**

THIS AGREEMENT, effective January 1, 2016, by and between the City of Norwood Young America, Carver County, Minnesota (hereinafter referred to as "the City") and _____ Township, Carver County, Minnesota (hereinafter referred to as "the Township").

WITNESSETH:

WHEREAS, the Township desires to contract with the City for fire protection services (hereinafter referred to as "the Contracted Services") within the Fire Service Area described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Fire Service Area"); and

WHEREAS, the City has the necessary equipment, trained manpower and facilities to provide the Contracted Services and is willing and able to provide such services to the Township on the terms and conditions contained herein; and

WHEREAS, the parties have agreed upon pricing of Contracted Services to the Township.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. DEFINITION OF TERMS.** For the purpose of this Agreement, the terms in this section shall have the following meanings:
 - 1.1.** "Contract term" means the two (2) year term of this Agreement which Contracted Services will be rendered to the Township by the City, commencing January 1, 2016 and expiring December 31, 2017.
 - 1.2.** "Contracted Services" means firefighting, fire suppression and fire prevention, emergency incident management, rescue, emergency medical services, and hazardous materials response.
 - 1.3.** "Fire Department or Department" means the Norwood Young America Fire Department.
 - 1.4.** "Units" means the number of Township properties fire protection is provided to by the Norwood Young America Fire Department.

2. AGREEMENT FOR SERVICE. During the term hereof, and during any extended or renewal term, the City agrees to maintain equipment and manpower capacity and capability necessary to provide fire protection services to the Township on the terms and conditions contained herein.

3. LEVEL OF SERVICE.

3.1. The Fire Department shall employ its best efforts to protect and save life and property from destruction by fire or medical emergency in the Fire Service Area. The parties understand and agree that the City will endeavor to reasonably provide the services contemplated herein, but the City makes no guarantees that the services it actually provides in a given situation will meet any particular standard or criteria. The City and its officers and employees shall not be liable to the Township or any other person for failure to furnish assistance under this Contract or for recalling such assistance.

3.2. All decisions concerning call priority shall be made in the sole discretion of the Fire Chief or other Department officer who may be in charge in the absence of the Fire Chief, and such decisions shall be final when exercised in good faith and upon a reasonable basis. FURTHER PROVIDED, nothing herein shall be construed to require the Department to respond to a call when all available equipment and personnel are responding to a previously reported call or when weather and road conditions are such that, in the discretion of the Fire Chief or other Department officer in charge, the call cannot be made with reasonable safety to officers, fire firefighters, and equipment. Failure to provide fire protection services because of poor weather or road conditions, or conditions beyond the City's control shall not be deemed a breach of this Contract.

3.3. The Fire Department shall provide mutual aid service to a call in any portion of the Township that is not within the Fire Service Area if service is requested by a fire department having primary responsibility in that portion of the Township; PROVIDED that such service shall be furnished as soon as reasonably possible without jeopardizing the City's ability to respond to a call for service in the City.

4. COST OF SERVICE. The annual cost of Contracted Services to the Township shall be as follows:

2016	\$150.00 per unit
2017	\$150.00 per unit

4.1 The Township shall participate in the cost of fire truck replacements. The Township shall be responsible for a portion of the replacement cost based on the number of its units as calculated and defined as a percentage of the overall total units (city and townships) served by the Fire Department.

4.2 The City shall annually obtain the number of Township units served from Carver County.

5. ADMINISTRATIVE RESPONSIBILITY

- 5.1. Contracted Services rendered to the Township pursuant to this Agreement shall be under the sole direction of the City, and the City shall have exclusive and complete control over the delivery and performance of Contracted Services.
- 5.2. The level of services rendered, standards of performance, hiring and discipline of personnel assigned, and all matters related to City policies, procedures, rules and regulations shall be consistent with historic levels of service provided by the City and shall remain solely within the control of the City.
- 5.3. Personnel assigned to provide Contracted Services hereunder shall be volunteer officer and firefighter members of the Norwood Young America Fire Department, which shall assume all obligations with respect to workers' compensation, Public Employee Retirement Association payment and benefits, withholding tax, and insurance for each Department member or volunteer firefighter. The Department and its members, employees, and agents shall be independent contractors and not employees of any Township, and the City shall be responsible for timely payments of all taxes, workers' compensation benefits, and compensation for injuries to its members, employees and agents while performing their duties. The Township shall not be required to provide any of the foregoing compensation or non-wage benefits or assume any other liability of employment to any employee or other person assigned to duty by the City within the Township.
- 5.4. Dispute resolution. Any disputes between parties to this Agreement concerning functions and services to be rendered hereunder or the level or manner of delivery and performance of such services shall be resolved, as may be possible, by the Fire Chief of the City and a duly authorized representative of the Township.
- 5.5. Annual report. The City shall provide an annual report to the Township to reflect the fire response calls in the Fire Service Area, and any other information that the Township may reasonably request.

6. TERM AND TERMINATION.

- 6.1. The term of this Agreement shall be two (2) years, commencing January 1, 2016, and terminating December 31, 2017.

7. MISCELLANEOUS.

- 7.1. Notice. Any notice required or permitted to be delivered in connection with this Agreement shall be in writing and may be given by certified mail, facsimile or electronic mail, hand delivery, or by overnight courier and shall be deemed to have been received: (a) if given by certified mail, return receipt requested, three (3) days after

date of deposit in the United States mail, postage prepaid; (b) if given by facsimile, electronic mail, or hand delivery, when such notice is received by the party to whom it is addressed; or (c) if given by overnight courier, when delivered. Notice shall be sent to the parties at the address set forth below; PROVIDED, that any party having a change of address shall provide such change of address within five (5) business days to the other parties:

If to the City:

**City of Norwood Young America
P.O. Box 59
310 Elm Street W.
Norwood Young America, MN 55368**

If to the Township:

- 7.2. Captions. Captions and paragraph headings contained in this Agreement are for convenience of reference only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. All capitalized terms shall have the meanings ascribed to them in this Agreement.
- 7.3. Entire agreement. This Agreement, together with exhibits hereto, constitutes the entire agreement between the parties, supersedes any prior or contemporaneous oral or written agreements regarding the subject matter hereof, and may not be amended or changed, nor any provision waived, except in writing by the parties.
- 7.4. Benefit and succession. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but may not be assigned without the written consent of the party or parties to be charged.
- 7.5. Severability. If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement; PROVIDED, that the parties continue to realize the principal benefits of the transaction or rendering of services contemplated hereby.
- 7.6. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument, but each copy shall be deemed an original. Facsimile or electronic signatures shall be binding as if they were an original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the effective date hereinabove stated.

CITY OF NORWOOD YOUNG AMERICA

By: _____
Its Mayor

By: _____
Its City Administrator

_____ **TOWNSHIP**

By: _____
Its Chairman

By: _____
Its Clerk



July 13, 2015

CITY COUNCIL MEMO

To: Honorable Mayor Diedrick and Members of the City Council
From: Diane Frauendienst, City Clerk-Treasurer
Cc: Steve Helget, City Administrator
RE: Stiftungsfest Lawful Gambling Permit

Stiftungsfest Inc. has submitted an application for a lawful gambling exempt permit. This permit authorizes the organization to conduct lawful gambling at Willkommen Memorial Park during the Stiftungsfest celebration using raffles. The Minnesota Gambling Control Board requires the City Council to approve the permit application.

Recommendation: A motion to approve a lawful gambling exempt permit for Stiftungsfest Inc. during the celebration at Willkommen Memorial Park and waiving the 30-day waiting period.

City of Norwood Young America

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

310 Elm Street West
NYA, MN 55368

www.cityofnya.com
cityclerk@cityofnya.com

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Stiftungsfest Inc Previous Gambling Permit Number: 05925
Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-1861052
Mailing Address: P O Box 133
City: Norwood Young America State: Minnesota Zip: 55368 County: Carver
Name of Chief Executive Officer (CEO): Paul Lano
Daytime Phone: 952-467-2181 Email: _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Willkommen Park
Address (do not use P.O. box): E Main Street & SE 1st Ave
City or Township: Norwood Young America Zip: 55368 County: Carver
Date(s) of activity (for raffles, indicate the date of the drawing): August 28, 29 and 30, 2015
Check each type of gambling activity that your organization will conduct:
 Bingo* Paddlewheels* Pull-Tabs* Tipboards*
 Raffle (total value of raffle prizes awarded for the calendar year: \$ 3,000.00)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Paul Lano Pres* Date: 6-30-15
(Signature must be CEO's signature; designee may not sign)

Print Name: Paul Lano

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days, or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p><input type="checkbox"/> a copy of your proof of nonprofit status, and</p> <p><input type="checkbox"/> application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



July 13, 2015

CITY COUNCIL MEMO

To: Honorable Mayor Diedrick and Members of the City Council
From: Diane Frauendienst, City Clerk-Treasurer
Cc: Steve Helget, City Administrator
RE: Knights of Columbus Stiftungsfest Bingo

The Knights of Columbus Council 12140 is asking for city council approval of an Application to Conduct Excluded Bingo. This request would allow the organization to conduct bingo during the Stiftungsfest celebration.

Required Action: A motion to approve the Knights of Columbus Application to Conduct Excluded Bingo on August 28, 29, 30, 2015.

City of Norwood Young America

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

310 Elm Street West
NYA, MN 55368

www.cityofnya.com
cityclerk@cityofnya.com

ORGANIZATION INFORMATION

Organization Name: Knights of Columbus Council 12140 Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 323 Reform St. Norwood Young American

City: N/A State: Mn. Zip: 55368 County: Carver

Name of Chief Executive Officer (CEO): Donald Whitaker

Daytime Phone: 952-952-454-1611 Email: dw1394@yahoo.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal
- Religious
- Veterans
- Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- Current Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? Yes No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

one of four or fewer bingo events held this year. Dates: _____

-OR-

conducted on up to 12 consecutive days in connection with a:

- county fair Dates: _____
- civic celebration Dates: August 28 29 30
- Minnesota State Fair Dates: _____

Person in charge of bingo event: Dean Johnson Daytime Phone: 467.2157

Name of premises where bingo will be conducted: Willkommen Park

Premises street address: 21 Main Street East

City: N/A If township, township name: _____ County: Carver
Norwood Young American

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Donald Whitaker Date: 6/28/15
(Signature must be CEO's signature; designee may not sign)

Print Name: Donald Whitaker

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



July 13, 2015

City Council Memo

To: Honorable Mayor Diedrick and Members of the City Council
From: Diane Frauendienst, City Clerk-Treasurer
Cc: Steve Helget, City Administrator
Re: Appointment of Firefighter

The NYAFD officers and the Personnel Committee recently interviewed Mike Villalva as a candidate for the NYA Fire Department. Mike is a former full time Fire Fighter who works nights and would be available to respond to day time calls.

The Committee recommends appointing Mike Villalva as a fire fighter for the Department.

Recommendation: Motion to appoint Mike Villalva as a fire fighter for the NYA Fire Department contingent upon successful completion of a background investigation, physical, and agility test.



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

From: Cynthia Smith Strack, Municipal Development Group, Inc.

Date: July 7, 201

Re: Update to Chapter Six of the City Code: Nuisances

BACKGROUND

At a joint meeting workshop in January of this year the City Council and Planning Commission discussed updating certain sections of the nuisance code, especially those relating to the description of potential nuisances.

Following the joint meeting City Attorney Jay Squires drafted updated language for review by the Planning Commission. The Commission discussed the proposed language at their April, May, and June meetings.

Since the language is included in Chapter Six of the City Code (i.e. not land use or subdivision sections) the City Council will hold public hearing on the proposed changes.

The proposed amendment is related to Chapter Six, Sections 60 and 610. The remainder of Chapter Six is not impacted by the proposed amendment.

Please find attached a draft Ordinance amendment relating to nuisances. Please note strikethrough text is proposed for deletion. Underlined text is proposed for insertion.

ACTION

The City Council will conduct a public hearing on an ordinance amending Section 600 and 610 of Chapter Six of the City Code relating to nuisances.

CITY OF NORWOOD YOUNG AMERICA
CARVER COUNTY, MINNESOTA

ORDINANCE NO. 264

AN ORDINANCE AMENDING THE TEXT OF CHAPTER 6 (NUISANCES)

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

SECTION 1. AMENDMENT TO CHAPTER 6. The text of Chapter 6, Nuisances, of the Norwood Young America City Code is hereby amended as follows:

Section 600—Blighting Factors

600.01 Causes of Blight. ~~It shall be hereby determined that the uses, structures and activities and causes of blight or blighting factors described in this Section, if allowed to exist, shall tend to result in blighted and undesirable neighborhoods so as to be harmful to the public welfare, health and safety. No person, firm or corporation of any kind shall maintain or permit to be maintained any of these causes of blight upon any property in the City owned, leased, rented or occupied by such person, firm or corporation.~~

600.02 Junk, Trash, Rubbish and Refuse. ~~In any area within the City the storage or accumulation of junk, trash, rubbish or refuse of any kind, except refuse stored in such a manner as shall not create a nuisance for a period of time as shall be necessary to remove the same by commercial or private removal to an authorized landfill, recycling center or other State approved method of removal, as provided for in Section 320 of this Code, and in no case shall this time exceed thirty (30) days.~~

~~The term "junk" shall include but shall not be limited to parts of machinery or motor vehicles, unused stoves or other appliances stored in the open, remnants of wood, decayed, weathered or broken construction materials no longer suitable or safe, approved building materials, metal or any other material or cast off material of any kind whether or not the same could be put to any reasonable use.~~

600.03 Littering and Failure to Remove. ~~No person, firm or corporation shall leave, place, throw or deposit rubbish, garbage, yard wastes or other similar substances or materials in any public place, or in any vacant lot or premises in the City, or refuse to remove the same.~~

600.04 Weeds, Vegetation and Substances. ~~No owner, agent or occupant of any premises shall permit upon his or her premises any weeds or grass growing to a height greater than six (6) inches or which have gone or are about to go to seed, fallen trees, dead trees, tree limbs or items which shall be a fire hazard or otherwise detrimental to the health or appearance of the neighborhood.~~

600.05 Backyard Composting. ~~All composting consisting of yard waste and/or kitchen waste which have been left unattended and which cause offensive odors, attract rodents and/or pests or are unsightly, or do not meet the requirements stated below, are strictly prohibited:~~

Subd. 1 ~~Compost must be fully confined within fencing or an enclosed structure no larger than 4 feet high and 250 cubic feet in area.~~

Subd. 2 Compost shall not be located in the front yard and must be located at least 5 feet from side and rear property lines.

Subd. 3 Compost materials shall be regularly mixed and shall not include items such as meat, bones, grease, whole eggs, dairy products and feces. — (Amended by Ord. 242, 05-13-13)

600.06 Structures.

Subd. 1 Unfit Structure. In any area the existence of any structure or part of any structure which because of fire, wind or other natural disaster, or physical deterioration shall no longer be habitable as a dwelling, nor useful for any other purpose for which it may have been intended shall be illegal.

Subd. 2 Vacant Structure. The existence of any vacant dwelling, garage, or other outbuilding, shall be illegal unless the building is kept securely locked, windows shall be kept glazed or neatly boarded up and otherwise protected to prevent entrance thereto by vandals. — (Amended by Ord. 162, 10/11/04)

Subd. 3 Hazardous Building. "Hazardous Building" shall be defined as any home, shop, barn, building, structure or other improvement to real estate by which reason of its:

- A. — Defective construction;
- B. — Deterioration;
- C. — Dilapidation;
- D. — Partial or complete destruction;
- E. — Condition constituting a fire menace;
- F. — Violation of fire regulations;
- G. — Violation of State Building Code;
- H. — Unsafe or unsanitary condition;
- I. — Unlawful or improper use;
- J. — Instability rendering it likely to fall, or
- K. — Emission of obnoxious fumes and odors; constitutes a present danger and peril to life, limb or property;
- L. — Any other structure that would be considered hazardous under Minnesota Statutes Chapter 463.

600.07 Enforcement. Abatement of nuisances under this Section shall be handled as provided for in Section 610. In addition, a violation of this Section shall constitute a petty misdemeanor. All subsequent offenses shall constitute a separate violation of this Section.

(Amended by Ord. 168, 7/25/05)

Section 610—General Abatement Procedures

610.01 Service of Notice. When service of an order or notice is required, unless otherwise required, any one or more of the following methods of service shall be adequate:

- A. — by personal service; or

- B. ~~by mail, unless it is a written order which gives three days or less for the completion of any act it requires; or~~
- C. ~~if the appropriate party or address cannot be determined after reasonable effort, by posting a copy of the order in a conspicuous place on the property.~~

~~If a mailed order or notice is returned by the United States Postal Service, a good faith effort shall be made to determine the correct address, unless the order or notice orders abatement and that abatement has been completed.~~

610.02 Abatement Procedure. ~~Unless the nuisance is subject to special procedures described in State law or elsewhere in this Code, in which case those procedures shall be followed, the City may abate a nuisance by the procedure described below:~~

Subd. 1 Order. ~~The enforcement officer or his or her authorized representative shall serve a written notice upon the owner and occupant. The notice may be served upon any additional party known to have caused the nuisance. The notice shall contain the following:~~

- A. ~~a description of the real estate sufficient for identification;~~
- B. ~~a description and the location of the nuisance and the remedial action required to abate the nuisance;~~
- C. ~~the abatement deadline, to be determined by the enforcement officer and his or her authorized representative(s) allowing a reasonable time for the performance of any act required, not to be less than 10 days unless a shorter time is required to protect the health, safety, and welfare of the public;~~
- D. ~~a statement that the order may be appealed and a hearing before the City Council obtained by filing a written request with the City Administrator before the abatement deadline designated in the order; and~~
- E. ~~a statement that if the remedial action is not taken nor a request for a public hearing filed with the City Administrator within the time specified, the City shall abate the nuisance and charge all costs incurred therein against the real estate as a special assessment to be collected in the same manner as property taxes or to be recovered by obtaining a judgment against the property owner.~~

Subd. 2 Setting Hearing Date. ~~In the event that an appeal is filed with the City Administrator, the City Council shall as soon as possible fix a date for a public hearing.~~

Subd. 3 Notice. ~~The City Administrator shall mail a notice of the date, time, place, and subject of the hearing to the owner, occupant, and known responsible parties.~~

Subd. 4 Hearing. ~~At the time of the public hearing, the City Council shall hear from the enforcement officer, his or her authorized representative(s), and any other parties who wish to be heard. After the hearing, the City Council may confirm or modify the order of the enforcement officer. In either case, if the Council's determination requires abatement, the City Council shall, in the resolution, fix a time within which the nuisance shall be abated and shall provide that if corrective action is not taken within the time specified, the City may abate the nuisance. The City Administrator shall mail a copy of this resolution to same parties required to be notified in Subd. 3 of this Subsection.~~

Subd. 5 City Abatement. ~~If the remedial action is not taken nor an appeal filed within the time specified, the City may abate the nuisance.~~

610.03 Substantial Abatement Procedure. ~~When the enforcement officer or an authorized representative(s) determines that a nuisance exists on a property and the cost of abatement of the nuisance is estimated to exceed two thousand dollars or the abatement involves demolition of a building other than a structure accessory to a residential building or the abatement diminishes the value of the property in an amount estimated to exceed two thousand dollars, except in the case of an emergency as provided for in Subsection 610.04, the City shall abate the nuisance by the procedure described below. A good faith estimate of the diminution in value or the abatement costs, not the actual cost calculated after the abatement is completed, shall be the basis which determines whether this abatement procedure shall be used.~~

Subd. 1 Orders. ~~The enforcement officer shall serve a written order upon the owner, occupant, all interested parties, and any responsible party known to the officer. The order shall contain the following:~~

- ~~A. _____ a description of the real estate which shall be sufficient for identification;~~
- ~~B. _____ the location of the nuisance on the property;~~
- ~~C. _____ a description of the nuisance and the basis upon which it shall be declared to be a nuisance;~~
- ~~D. _____ the remedial action required to abate the nuisance; and~~
- ~~E. _____ the abatement deadline, to be determined by the enforcement officer allowing a reasonable time for the completion of any act required;~~
- ~~F. _____ a statement that if the remedial action is not taken before the abatement deadline, the matter shall be referred to the City Council who, after a public hearing, may order the City to abate the nuisance and charge all costs incurred against the real estate as a special assessment to be collected in the same manner as property taxes or to be recovered by obtaining a judgment against the property owner.~~

Subd. 2 Notice to Public. ~~When an order requires, exclusively or as an option, the demolition of a building, the public shall be put on notice as follows:~~

- ~~A. _____ A copy of the order shall be placed on file in the office of the City Administrator.~~
- ~~B. _____ The enforcement officer shall notify the City Council of each property subject to a demolition order as follows: Each month the enforcement officer shall send to the City Council a list of the properties that have become subject to a demolition order. The list shall be in the form of a resolution declaring that an enforcement action has been commenced and that as a result of the nuisance status of a building on the property, an order has been issued detailing the violation and requiring, exclusively or as an option, that the building be demolished and that a copy of this order shall be on file in the office of the City Administrator. This resolution shall include a description of each property sufficient to identify the property and shall authorize and direct the City Administrator to file a copy of the resolution with the Carver County Recorder and/or Registrar of Titles.~~

Subd. 3 Setting Hearing Date. ~~If the remedial action is not taken within the time specified in the written order, the enforcement officer may notify the City Council that substantial abatement shall~~

~~be necessary and appropriate. Upon being notified by the enforcement officer, the City Council shall, as soon as possible, fix a date for an abatement hearing.~~

Subd. 4 Notice. ~~Written notice of the time, date, place and subject of the hearing shall be given as set forth in this Subdivision.~~

- ~~A. ——— The City Administrator shall immediately notify the enforcement officer and his or her authorized representative(s).~~
- ~~B. ——— At least ten days prior to the hearing, the City Administrator shall mail a notice to all property owners of record within 300 feet of the property in violation of the Code provision.~~
- ~~C. ——— At least ten days prior to the hearing, the City Administrator shall notify the owner and all interested parties by personal service of the notice upon the owner or any duly authorized representative. If, after reasonable effort personal service cannot be made, either of the following methods of notice shall be considered adequate:

 - ~~1. ——— confirmed mail service which shall be either certified mail with signed receipt returned or first class mail confirmed by written response;~~
 - ~~2. ——— mailing the notice to the last known address and publishing the notice once a week for two weeks in a newspaper of general circulation in the City and posting the notice in a conspicuous place on the building or property.~~~~
- ~~D. ——— At least ten days prior to the hearing, the City administrator shall mail a notice to any responsible party known to the City Administrator.~~

Subd. 5 Hearing. ~~At the time of the public hearing, the City Council shall hear from the enforcement officer, authorized representative(s) and any other parties who wish to be heard. After the hearing, the City Council shall adopt a resolution, describing what abatement action, if any, it deems appropriate. If the resolution calls for abatement action it may either order the City to take the abatement action or fix a time within which the nuisance shall be abated and provide that if corrective action is not taken within the specified time, the City shall abate the nuisance. The City Administrator shall mail copies of the resolution to the parties required to be notified in Subd. 4 to their last known mailing address.~~

610.04 Emergency Abatement Procedure. ~~When the enforcement officer and an authorized representative determines that a nuisance exists on a property and the nuisance constitutes an immediate danger or hazard which if not immediately abated shall endanger the health or safety of the public and there shall not exist sufficient time to follow the procedures of Subsections 610.02 or 610.03, the City may abate the nuisance by the procedure described below.~~

Subd. 1 Order by Mayor. ~~The City shall order emergency abatement by an administrative order to be signed by the Mayor. A good faith effort shall be made to inform the owner that the action is being taken.~~

Subd. 2 Notice of the Abatement. ~~Following an emergency abatement, as soon as the costs incurred are known, the enforcement officer shall serve written notice upon the owner. The notice shall contain:~~

- A. ~~_____~~ a description of the nuisance;
- B. ~~_____~~ the action taken by the City;
- C. ~~_____~~ the reasons for immediate action;
- D. ~~_____~~ the costs incurred in abating the nuisance and a statement that these costs may be charged as a special assessment against the property and collected in the same manner as property taxes; and
- E. ~~_____~~ a statement that the owner may obtain a hearing before the City Council to review the actions taken by the City by filing a written request with the City Administrator within ten working days of the date of the notice.

Subd. 3 Setting Hearing Date. ~~In the event that the owner files a request for a review of the action with the City Administrator, the City Council shall as soon as possible fix a date for a public hearing.~~

Subd. 4 Notice. ~~The City Administrator shall notify the owner of the date, time, place, and subject of the hearing.~~

Subd. 5 Hearing. ~~At the time of the hearing, the City Council shall hear from the enforcement officer, any authorized representative(s) and any other parties who wish to be heard. After the hearing, the City Council may adopt a resolution levying an assessment for all or a portion of the costs incurred by the City in abating the nuisance. A copy of the resolution shall be mailed to the owner.~~

Section 600 Nuisances

600.01 Public Nuisance Prohibition.

Subd. 1 A person must not act, or fail to act, in a manner that is or causes a public nuisance. For purposes of this section, a person that does any of the following is guilty of maintaining a public nuisance:

- A. Maintains or permits a condition which unreasonably annoys, injures, or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public; or
- B. Interferes with, obstructs, or renders dangerous for passage, any public highway or right-of-way, or waters used by the public; or
- C. Does any other act or omission declared by law or this ordinance to be a public nuisance.

600.02 Public Nuisances Affecting Health.

Subd. 1 The following are hereby declared to be nuisances affecting health:

- A. The exposed accumulation of decayed or unwholesome food or vegetable matter;
- B. All diseased animals running at large;
- C. All ponds or pools of stagnant water;
- D. Carcasses of animals not buried or destroyed within twenty-four (24) hours after death;
- E. Accumulation of junk, trash, rubbish, manure, refuse, tires, leaves, lawn clippings, manufacturing debris, cast-off materials, or other debris;

- F. Privy vaults and garbage cans which are not rodent-free or fly-tight, or which are so maintained as to constitute a health hazard or to emit foul and disagreeable odors;
- G. The pollution of any public well or cistern, stream or lake, canal or body of water by sewage, industrial waste, sediment, or other substances;
- H. All noxious weeds and other rank growths of vegetation upon public or private property and all other weed or grass growing to a height of six (6) inches or more;
- I. Dead trees, diseased trees, fallen trees, or tree limbs which are a fire hazard or are otherwise detrimental to the neighborhood;
- J. Dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities;
- K. All public exposure of people having a contagious disease; and
- L. Any offensive trade or business as defined by statute not operating under local license.
- M. Any unenclosed or uncovered stockpiles of dirt, granular material, or soil not authorized under a valid zoning permit.
- N. Machinery, equipment, trailers, portions of vehicles, and the like that are past their useful lifespan or those meeting the definition of "junk vehicle" under Chapter 7 of the City Code, as may be amended.

600.03 Public Nuisances Affecting Morals And Decency.

Subd. 1 The following are hereby declared to be nuisances affecting public morals and decency:

- A. All gambling devices, slot machines, and punch boards, except otherwise authorized and permitted by federal, state, or local law;
- B. Betting, bookmaking, and all apparatus used in those occupations;
- C. All houses kept for the purpose of prostitution or promiscuous sexual intercourse, gambling houses, houses of ill fame, and bawdy houses;
- D. All places where intoxicating or 3.2 malt liquor is manufactured or disposed of in violation of law or where, in violation of law, people are permitted to resort, for the purpose of drinking intoxicating or 3.2 malt liquor, or where intoxicating or 3.2 malt liquor is kept for sale or other disposition in violation of law, and all liquor and other property used for maintaining that place; and
- E. Any vehicle used for the unlawful transportation of intoxicating or 3.2 malt liquor, or for promiscuous sexual intercourse, or any other immoral or illegal purpose.
- F. Any sign which contains statements, words, or pictures of an obscene, indecent, or immoral character, or such as would offend public morals or decency as defined by Mn. Statute 617.241, Subd. 1(a), as may be amended.
- G. Graffiti, including, unauthorized markings of paint, dye, or other similar substance that have been placed on real or personal property such as buildings, fences, transportation equipment, or other structures, or the unauthorized etching or scratching of the surfaces of such real or personal property, any of which markings, scratchings, or etchings are visible from premises open to the public.

600.4 Public Nuisances Affecting Peace And Safety.

Subd. 1 The following are declared to be nuisances affecting public peace and safety:

- A. All snow and ice that is not removed from public sidewalks within twenty-four (24) hours after the snow or other precipitation causing the condition has ceased to fall;

Strikethrough text proposed for deletion. Underlined text proposed for insertion.

- B. All trees, hedges, billboards, signs, or other obstructions which prevent people from having a clear view of all traffic approaching an intersection or those occupying a sight distance triangle as defined as beginning at the intersection of the right of way of two intersecting streets, then 25 feet along one right of way line, then diagonally to a point on the other right of way line 25 from the point of beginning and then to the point of beginning.
- C. All wires and limbs of trees that are so close to the surface of a sidewalk or street as to constitute a danger to pedestrians or vehicles;
- D. Any person participating in any party or other gathering that causes the unreasonable disturbing of the peace, quiet, or repose of another person;
- E. All unnecessary and annoying vibrations;
- F. Obstructions and excavations affecting the ordinary public use of streets, alleys, sidewalks, or public grounds, except under conditions as are permitted by this ordinance or other applicable law;
- G. Radio aerials or television antennae erected or maintained in a dangerous manner;
- H. Any use of property abutting on a public street or sidewalk or any use of a public street or sidewalk that causes large crowds or people to gather, obstructing traffic and the free use of the street or sidewalk;
- I. All hanging signs, awnings, and other similar structures over streets and sidewalks, so situated as to endanger public safety, or not constructed and maintained as provided by ordinance;
- J. The allowing of rainwater, ice, or snow to fall from any building or structure upon any street or sidewalk or to follow across any sidewalk;
- K. ~~Any barbed wire fence located less than six (6) feet above the ground and within three (3) feet of a public sidewalk or way;~~
- L. All dangerous, unguarded machinery in any public place, or so situated or operated on private property as to attract the public;
- M. Wastewater cast upon or permitted to flow upon streets or other public properties;
- N. Accumulations in the open of discarded or disused machinery, tires, household appliances, automobile bodies or other materials in a manner conducive to the harboring of rats, mice, snakes, or vermin, or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health, or other safety hazards from such accumulation;
- O. Any well, hole, or similar excavation that is left uncovered or in such other condition as to constitute a hazard to any child or other person coming on the premises where it is located;
- P. Obstruction to the free flow of water in a natural waterway or a public street drain, gutter, or ditch with trash or other materials;
- Q. The placing or throwing on any street, sidewalk, or other public property of any glass, tacks, nails, bottles, or other substances that may injure any person or animal or damage any pneumatic tire when passing over such substance;
- R. The depositing of garbage or refuse on a public right-of-way or on adjacent private property;
- S. Reflected glare or light from private exterior lighting exceeding 0.5 footcandles as measured on the property line of the property where the lighting is located when abutting any residential parcel, and one (1) footcandle when abutting any commercial or industrial parcel;
- T. Loitering, peddling, soliciting, or panhandling except as provided under Chapter 3 of the City Code, as may be amended.
- U. All other conditions or things that are likely to cause injury to the person or property of another.

600.05 Backyard Composting. All composting consisting of yard waste and/or kitchen waste which have been left unattended and which cause offensive odors, attract rodents and/or pests or are unsightly, or do not meet the requirements stated below, are strictly prohibited:

Subd. 1 Compost must be fully confined within fencing or an enclosed structure no larger than 4 feet high and 250 cubic feet in area.

Subd. 2 Compost shall not be located in the front yard and must be located at least 5 feet from side and rear property lines.

Subd. 3 Compost materials shall be regularly mixed and shall not include items such as meat, bones, grease, whole eggs, dairy products and feces. *(Amended by Ord. 242, 05-13-13)*

600.06 Structures.

Subd. 1 Unfit Structure. In any area the existence of any structure or part of any structure which because of fire, wind or other natural disaster, or physical deterioration shall no longer be habitable as a dwelling, nor useful for any other purpose for which it may have been intended shall be illegal.

Subd. 2 Vacant Structure. The existence of any vacant dwelling, garage, or other outbuilding, shall be illegal unless the building is kept securely locked, windows shall be kept glazed or neatly boarded up and otherwise protected to prevent entrance thereto by vandals. *(Amended by Ord. 162, 10/11/04)*

Subd. 3 Hazardous Building. Minnesota Statute 463.15-261, as may be amended, are hereby incorporated by reference. "Hazardous Building" shall be defined as any home, shop, barn, building, structure or other improvement to real estate by which reason of its:

- A. Defective construction,
- B. Deterioration,
- C. Dilapidation,
- D. Partial or complete destruction,
- E. Condition constituting a fire menace,
- F. Violation of fire regulations,
- G. Violation of State Building Code,
- H. Unsafe or unsanitary condition,
- I. Unlawful or improper use,
- J. Instability rendering it likely to fall, or
- K. Emission of obnoxious fumes and odors, constitutes a present danger and peril to life, limb or property,
- L. Any other structure that would be considered hazardous under Minnesota Statutes Chapter 463.

610.01 Abatement Procedure.

Subd. 1 Procedure. Whenever the peace officer or other designated official determines that a public nuisance is being maintained or exists on the premises in the city, the official shall notify in writing the owner of record or occupant of the premises of such fact and order that the nuisance be

terminated or abated. The notice of violation shall specify the steps to be taken to abate the nuisance and the time within which the nuisance is to be abated. If the notice of violation is not complied with within the time specified, the official shall report that fact forthwith to the City Council. Thereafter, the City Council may, after notice to the owner or occupant and an opportunity to be heard, determine that the condition identified in the notice of violation is a nuisance and further order that if the nuisance is not abated within the time prescribed by the City Council, the city may seek injunctive relief by serving a copy of the City Council order and notice of motion for summary enforcement or obtain an administrative search and seizure warrant and abate the nuisance.

Subd. 2 Notice. Written notice of the violation; notice of the time, date, place, and subject of any hearing before the City Council; notice of the City Council order; and notice of motion for summary enforcement hearing shall be served by a peace officer or designated official on the owner of record or occupant of the premises either in person or by certified or registered mail. If the premise is not occupied, the owner of record is unknown, or if the owner of record or occupant refuses to accept notice, notice of the violation shall be served by positing it on the premises.

Subd. 3 Emergency Procedure; Summary Enforcement. In cases of emergency, where delay in abatement required to complete the procedure and notice requirements as set forth in subdivisions (1) and (2) of this section will permit a continuing nuisance to unreasonably endanger public health, safety, or welfare, the City Council may order summary enforcement and abate the nuisance. To proceed with summary enforcement, the peace officer or other designated official shall determine that a public nuisance exists or is being maintained on premises in the city and that delay in abatement will unreasonably endanger public health, safety, or welfare. The officer or designated official shall notify in writing the occupant or owner of the premises of the nature of the nuisance, whether public health, safety, or welfare will be unreasonably endangered by delay in abatement required to complete the procedure set forth in subdivision (one) of this section and may order that the nuisance be immediately terminated or abated. If the nuisance is not immediately terminated or abated, the City Council may order summary enforcement and abate the nuisance.

Subd. 4 Immediate Abatement. Nothing in this section shall prevent the city, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life or safety.

Subd. 5 Unlawful Parties or Gatherings. When law enforcement determines that a gathering is creating a noise disturbance, the officer may order all persons present, other than the owner or tenant of the premises where the disturbance is occurring, to disburse immediately. No person shall refuse to leave after being ordered to do so by law enforcement. Every owner or tenant of such premises who has knowledge of the disturbance shall make every reasonable effort to see that the disturbance is stopped.

Subd. 6 Judicial Remedy. Nothing in this section shall prevent the city from seeking a judicial remedy when no other adequate administrative remedy exists.

610.02 Recovery of Cost.

Subd. 1 Personal Liability. The owner of the premises on which a nuisance has been abated by the city, or a person who has caused a public nuisance on property not owned by that person, shall be personally liable for the cost to the city of the abatement, including administrative costs. As soon as

the work has been completed and the cost determined, the city clerk or other city official shall prepare a bill for the cost and mail it to the owner. Thereupon the amount shall be immediately due and payable at the office of the city clerk.

Subd. 2 Assessment. After notice and hearing as provided in Minn. Stat. § 429.061, as it may be amended from time to time, if the nuisance is a public health or safety hazard on private property, the accumulation of snow and ice on public sidewalks, the growth of weeds on private property or outside the traveled portion of streets, or unsound or insect-infected trees, the city clerk shall, on or before September 1 next following abatement of the nuisance, list the total unpaid charges along with all other such charges as well as other charges for current services to be assessed under Minn. Stat. § 429.101 against each separate lot or parcel to which the charges are attributable. The City Council may then spread the charges against the property under that statute and any other pertinent statutes for certification to the county auditor and collection along with current taxes the following year or in annual installments, not exceeding ten (10), as the City Council may determine in each case.

610.05

610.03 Administrative Offense and Penalty. In addition to abatement procedures outlined in this Section 610, violations of the nuisance ordinance are designated as an administrative offense and subject to an administrative penalty as established in the Fee Schedule by Ordinance of the City Council.

Subd. 1 Notice. Any officer of the Carver County Sheriff's Department, or any other person employed by the city, and having authority to enforce a code provision designated as an administrative offense, shall, upon determining that there has been a violation, notify the violator pursuant to Section 610.01-610.05 above of the violation. In addition to this notice, the violator shall be provided:

- A. A statement that failure to take remedial action by the specified deadline will result in an administrative penalty for violation of the nuisance ordinance; and
- B. A statement that additional violations of the same or substantially similar offense within a 12 month period of the abatement deadline stated above will result in an automatic administrative fine, which shall be increased for each subsequent offense

Subd. 2 Payment. Once such notice is given, the alleged violator must, within 10 days after issuance of the notice or passing of the specified deadline for abating the nuisance ordinance violation, pay the amount set forth established in the Fee Schedule by Ordinance of the City Council, or may request a hearing in writing, pursuant to Section 610.02 above. The penalty may be paid in person or by mail, and payment shall be deemed to be an admission of the violation.

Subd. 3 Failure to Pay. In the event a party charged with an administrative offense fails to pay the penalty, a misdemeanor or petty misdemeanor charge may be brought against the alleged violation in accordance with applicable statutes, or any unpaid fines may be charged against the real estate as a special assessment. If the penalty is paid or if an individual is found not to have committed the administrative offense by the hearing officer, no such charge may be brought by the city for the same violation.

Subd. 4 Disposition of Penalties. All penalties collected pursuant to this chapter shall be paid to the City Clerk's Office and may be deposited in the city's general fund.

similar offense, the subsequent administrative penalty shall be increased by 25% above the previous administrative penalty except when otherwise provided by ordinance.

(Amended by Ord. 242, 05-13-13)

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

Adopted by the City Council this 13th day of July, 2015.

Tina Diedrick, Mayor

ATTEST:

Diane Frauendienst, City Clerk-Treasurer

PUBLIC NOTICE

The Norwood Young America City Council at a regular meeting held on July 13, 2015 adopted Ordinance No. 264, an Ordinance Amending Chapter 6, Section 600 of the Norwood Young America City Code.

City of Norwood Young America Ordinance No. 264

The purpose of the ordinance is to define prohibited public nuisances. For purposes of this section, a person that does any of the following is guilty of maintaining a public nuisance:

- A. Maintains or permits a condition which unreasonably annoys, injures, or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public; or
- B. Interferes with, obstructs, or renders dangerous for passage, any public highway or right-of-way, or waters used by the public; or
- C. Does any other act or omission declared by law or this ordinance to be a public nuisance.

A complete printed copy of Ordinance No. 264 is available for inspection by any person during regular office hours in the office of the City Administrator.

Diane Frauendienst,
City Clerk-Treasurer



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: July 13, 2015
SUBJECT: Uncle Thirsty's Bar and Grill Music Event Request

Andrea Johnson, one of the owners of Uncle Thirsty's Bar and Grill is requesting to host two bands on August 22, 2015 (see enclosed letter). The bands would play outside in the fenced in area behind the bar. Uncle Thirsty's on-sale liquor license includes the outside fenced in area which means they can sell alcohol outside within that area anytime during the year. According to Chapter 4, Section 440, Subd. 5 of the City Code, no live music may be played outside in the serving area. Ms. Johnson is proposing to not serve alcohol outside during the event, but to allow patrons to purchase drinks inside the bar and take them outside. Jay Squires, City Attorney feels this would be acceptable provided they put it in writing stating such.

Enclosed is a copy of City Code Section 440, Outdoor Sales.

Suggested Motion:

Motion to approve Uncle Thirsty's Bar and Grill outside music event on August 22, 2015.

07/09/2015

NYA City Council

310 Elm Street W

PO Box 59

NYA, MN 55368

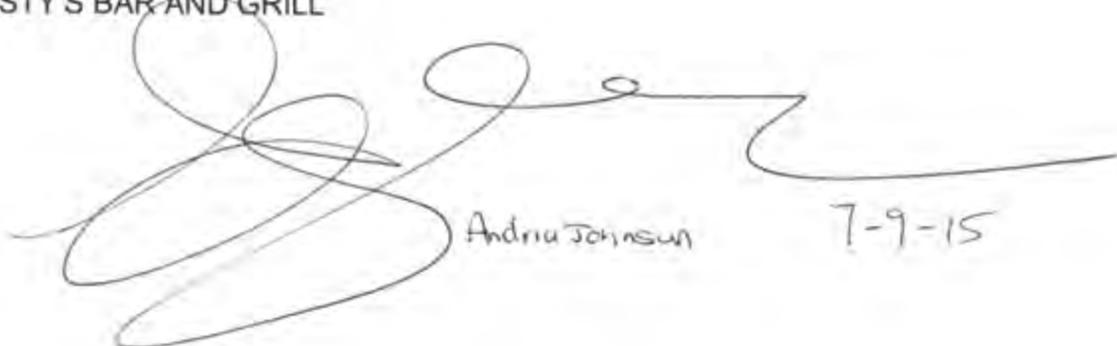
Members of the City Council,

I am writing to ask you to grant permission for our upcoming anniversary celebration being held on August 22, 2015. We would like to host two bands for outdoor entertainment. The first band would be more acoustic and would have a 2pm-6pm set, the second one would be a livelier band and play from 8pm-11pm. To comply with your City Code 440.02 Subd. 5, we will not be selling liquor or beer outdoors, all liquor sales will take place inside of Thirsty's Bar and Grill.

Sincerely,

Andria Johnson

THIRSTY'S BAR AND GRILL

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Andria Johnson

7-9-15

conspicuous place upon the premises alongside the permit issued by the Liquor Control Commissioner and shall be kept posted at all times.

430.03 State Statutes Incorporated by Reference. The regulatory provision of Minnesota Statutes § 340A.414 shall be hereby incorporated and made a part of this Section as completely as if set out here in full.

430.04 Exception. This Section shall not apply to any premises licensed for the sale of intoxicating liquor.

Section 440 – Outdoor Sales

440.01 Licensed Required. Unless specifically permitted on the face of the license, no sale of alcoholic beverages shall be allowed outside of the fixed, permanent structure the licensee occupies, existing at the time of the issuance of the license. The licensee shall not allow consumption of on-sale alcoholic beverages purchased from the licensee outside of the fixed, permanent structure.

440.02 Special License Requirements. The licensee of an on-sale license issued under this Chapter, with the approval of the Council and with appropriate endorsement on the license, may allow the sale and consumption outside of the interior of the fixed, permanent structure occupied by the licensee. The following requirements shall be met before outside sales shall be permitted.

Subd. 1 Floor Surface. Outdoor sales shall only occur in an area with a finished floor surface which does not exceed 1,200 square feet and which shall be constructed of poured cement, asphalt, or treated wood decking.

Subd. 2 Enclosed Area. The area for outside sales shall be enclosed by an oblique eight (8) foot tall fence with continuous sides and which shall not allow for any object greater than three (3) inches in diameter to pass through any opening in the fence. The fence shall not have more than three (3) inches of clearance above the ground.

Subd. 3 Access. Access of ingress to the outside serving area shall only be permitted through a doorway directly to the interior of the building occupied by the licensee. The number of egress points from the outside serving area shall be determined by the Fire Inspector or Code Official, based on the occupancy of the serving area. At least one point of egress shall be made from the outside serving area directly outside. Any points of egress from the outside serving area to the outside shall be by doors that do not allow ingress into the serving area from the outside.

(Amended by Ord. 191, 4/23/2007)

Subd. 4 Set Back and Zoning. The outside serving area shall be constructed in conformance with all applicable set-back and zoning regulations.

Subd. 5 Live Music. No live music shall be played in the outside serving area.

Subd. 6 Noise Level. At no time shall the noise level measured at twenty-five (25) feet from any exterior point of the perimeter of the outside serving area exceed 85 decibels.

Subd. 7 Plan Approval. Prior to the commencement of construction of the improvements constituting the outside serving area, sketch plans shall be submitted to the City for review and approval by the City Building Inspector.

Section 450 – Penalty and Violation

450.01 Penalty. Any person and/or licensee violating any provision of this Chapter shall be guilty of a misdemeanor and shall also be subject to civil penalties as provided by law.

(Amended by Ord. 200, 12/10/2007)



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: July 13, 2015
SUBJECT: Cable Franchise Agreement Renewal and Establishment

Currently Mediacom is the sole provider of cable TV in Norwood Young America and the Franchise Agreement with them expired in March 2009. Proposed is to commence the process of renewing the franchise with Mediacom. The current franchise also includes the City of Hamburg. Proposed is discuss having a separate franchise without the City of Hamburg, but to continue our relationship with the operation of the Cable Access Station.

The City was recently approached by Jaguar Communications who desires to provide cable TV service within the city via fiber. Jaguar currently leases fiber from Carver County and provides telephone and internet service to some areas of the community. Proposed is to commence the process of establishing a franchise agreement with Jaguar Communications.

Proposed is to also discuss and consider hiring a technical consultant to assist with determining the cable companies' service capabilities.

Enclosed is a Critical Path Schedule as prepared by the office of Jay Squires, City Attorney. The schedule is intended to provide a brief overview of the procedures to be followed and an estimated timeline for both franchise agreements.

In respect to negotiating the franchise agreements, proposed is to establish a committee which would include a representative of Jay Squires' office, the City Administrator, and one City Council member.

Suggested Motions:

Motion to authorize and direct staff to commence the process of renewal of the Mediacom Franchise Agreement and commence the process to solicit other franchise applications from different parties to include but not limited to Jaguar Communications.

Motion to appoint _____ to serve on the Cable Franchise Committee.

Motion to notify the City of Hamburg of the City's intent to renew solely its franchise with Mediacom.

Motion to authorize the solicitation of technical consultants.

Mediacom

Thomas Bordwell
Senior Manager of Government Relations

April 26, 2006

VIA CERTIFIED MAIL RR REQUESTED

Mayor LaVonne Kroells
City of Norwood-Young America Minnesota
PO Box 59
Norwood-Young America, Minnesota 55368-0059

Dear Mayor:

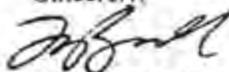
Our records indicate that Mediacom's cable franchise with the City of Norwood-Young America is scheduled to expire on March 27, 2009. Mediacom wishes to continue to provide service to the City of Norwood-Young America for an additional renewal term and is, by this letter, informing you of our intention to seek renewal of the franchise.

Title VI of the Communications Act of 1934, as amended ("Communications Act"), establishes formal cable franchise renewal procedures to be invoked 30-36 months prior to expiration. Accordingly, as provided for by Section 626 (a) of the Communications Act, we hereby request the City to commence a renewal proceeding set forth in Section 626 subsections (b) through (g). A copy of Section 626 of the Communications Act is attached for your use.

The Communications Act also allows for reaching a mutually beneficial agreement for franchise renewal through informal negotiation if both parties wish to undertake these discussions. Mediacom is ready at any time to discuss the terms of renewal with you on an informal basis. We believe such negotiations would be successful and cost-effective avoiding the more involved formal procedures. Of course, if we agree to a temporary delay of the formal procedures in order to explore informal negotiations, both parties will retain their rights to proceed with formal renewal proceedings at any time upon written notice to the other party.

Mediacom is proud to serve the City of Norwood-Young America and looks forward to working with you on this renewal. If you have any questions, please call me at: 952-472-8695.

Sincerely,



Tom Bordwell

Attachment

CC: Jon Koebrick
Bruce Gluckman, Vice President, Legal and Regulatory Affairs

Mediacom Communications Corporation
2831 Wilshire Blvd Mound MN 55364
Telephone 952-472-8695 • Fax 952-472-1296
E-mail: tbordwell@mediacomcc.com

No. 1998-17
AN ORDINANCE EXTENDING THE EXPIRATION DATE OF
THE CABLE TELEVISION FRANCHISE AGREEMENT

WHEREAS, the City of Norwood/Young America has an agreement, as amended, with, Mark Twain Cablevision Limited Partnership, ("Company") for the construction and operation of a cable communications system within the City of Norwood/Young America ("Agreement"); and

WHEREAS, the City of Norwood Young America now desires to extend the Agreement.

The City of Norwood Young America hereby ordains:

1. The term of the Agreement granting Company permission to construct and operate a cable communications system in the City of Norwood/Young America is hereby amended to expire on 31st 2009.
2. Except as modified by paragraph 1 above, all other terms, conditions, provisions and requirements of the Agreement shall remain in full force and effect.
3. This Ordinance shall be effective upon its passage and publication in accordance with law.

US CABLE CORP.
DEC 07 1998

CITY OF NORWOOD YOUNG AMERICA

By: Michael McLadden
Its: Mayor

ACCEPTANCE BY COMPANY

This Ordinance is accepted, and we agree to be bound by all its terms and conditions.

MARK TWAIN CABLEVISION LIMITED
PARTNERSHIP

By: James A. Johnson
Its: Regional Manager

Dated: Nov. 23, 1998

Critical Path Schedule for Cable Franchise Negotiation

Prepared for Norwood Young America

Norwood Young America plans to renew its existing cable franchise with Mediacom and establish a new cable franchise with Jaguar Communications. This critical path schedule is intended to give a brief overview of procedures to be followed, as well as an estimated timeline to complete cable franchise negotiation processes. Where possible, this schedule allows for overlap of procedural requirements to best utilize City resources. Negotiations may be completed concurrently or the City may find itself completing one franchise negotiation in advance of another.

Renewal request for Mediacom

Week 1

Action point	Franchise affected	Responsible party	Notes
Initial written renewal request is made <ul style="list-style-type: none"> If request is made by Mediacom, City issues written response ('standstill agreement') If request is made by City, ask for informal negotiations and to put formal process on hold 	Mediacom	City	
Parties agree to informal negotiations <ul style="list-style-type: none"> Ensure both parties are willing to proceed with informal negotiations Put in place a written standstill agreement, including language that either party has the right to reenter the formal process 	Mediacom	City	If informal process is refused, City must commence proceedings for public notice within 6 months of renewal request

Develop processes

Week 1

Action point	Franchise affected	Responsible party	Notes
<p>Develop informal renewal process plan for Mediacom</p> <ul style="list-style-type: none"> • Draft outline of steps to be taken, including: needs assessment, document preparation, position analysis, negotiation, adoption • Include estimated timetable 	Mediacom	RASW, City	Done shortly after standstill agreement is executed
<p>Develop initial franchise process plan for Jaguar</p> <ul style="list-style-type: none"> • Draft outline of steps to be taken, including: notice, review of proposals, document preparation, negotiation, public hearing, adoption • Include estimated timetable 	Jaguar	RASW, City	Done before or concurrent with notice
<p>Assemble negotiation team</p> <ul style="list-style-type: none"> • Include individuals with expertise on particular provisions likely to be negotiated, such as: person with technical knowledge, person with financial insight, person understanding cable-related issues and concerns, a city council member, and other relevant persons 	Both	City	

Notice and initial franchise application submission

Weeks 1-4

Action point	Franchise affected	Responsible party	Notes
<p>Draft notice to be published</p> <ul style="list-style-type: none"> • Follow statutory requirements 	Jaguar	City	See M.S. 238.081, subd. 2
<p>Set franchise application submission closure date</p> <ul style="list-style-type: none"> • Must be at least 20 days from the first date of published notice 	Jaguar	City	See M.S. 238.081, subd. 5
<p>Give notice of City's intent to consider franchise applications</p> <ul style="list-style-type: none"> • Publish in local newspaper once per week for two weeks 	Jaguar	City	See M.S. 238.081, subd. 1
<p>Mail copies of notice to any person identified as being a potential candidate for the franchise</p> <ul style="list-style-type: none"> • Send to Jaguar as well as any other identified candidates 	Jaguar	City	See M.S. 238.081, subd. 3
<p>Close submission acceptance on previously-determined date</p>	Jaguar	City	

Draft model franchise documents

Weeks 6-9

Action point	Franchise affected	Responsible party	Notes
<p>Draft model ordinance and franchise agreement (single document) to be used as a starting point for negotiations</p> <ul style="list-style-type: none"> Incorporate relevant law and comport with statutory requirements 	Both	RASW, City	See Cable Act, FCC regulations, M.S. 238.084
<p>Produce model documents to Mediacom, Jaguar for their responses</p> <ul style="list-style-type: none"> Ask cable operators to provide written rationale for changes to help City understand requests (respond using legislative format) 	Both	City, cable operators	

Negotiate and redraft documents

Weeks 9-14

Action point	Franchise affected	Responsible party	Notes
<p>Analyze operator's response to model documents</p> <ul style="list-style-type: none"> Engage negotiations team 	Both	RASW, City	
<p>Develop negotiation strategy and list of items to be negotiated</p> <ul style="list-style-type: none"> Analyze positions strengths and weaknesses Determine relative importance of items to be negotiated 	Both	RASW, City	
<p>Conduct negotiations</p> <ul style="list-style-type: none"> City should establish timetables and agendas for meetings Keep key parties involved 	Both	RASW, City	
<p>Continue to negotiate and redraft until both sides are satisfied and tentative agreement is reached</p>	Both	RASW, City	

Hold public hearing

Weeks 14-15

Action point	Franchise affected	Responsible party	Notes
Hold public hearing affording reasonable notice and a reasonable opportunity to be heard <ul style="list-style-type: none"> • Must be held at least seven days before the adoption of a franchise ordinance 	Both	City	See M.S. 238.081, subd. 6

Adopt franchise documents

Weeks 15-20

Action point	Franchise affected	Responsible party	Notes
City Council adopts franchise documents pursuant to City procedure	Both	City	See M.S. 238.081, subd. 7
Present documents to cable operator for acceptance	Both	City, cable provider	

NOTES:



TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: July 13, 2015

SUBJECT: Hazardous Buildings

There have been discussions at Planning Commission meetings about what to do about buildings possibly classified as hazardous within the community. Jay Squires, City Attorney, will provide information on state law and the City Code pertaining to what defines a hazardous building and the process for eliminating such a building. Proposed is to also discuss specific buildings within the community and possible actions the Council may desire to take.

Suggested Motion:



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: July 13, 2015
SUBJECT: Maintenance Responsibilities for Boundary Line Roads Agreement

Enclosed is the proposed maintenance agreement for boundary line roads between the City and Young America Township. In 2014, a parcel located on Steward Avenue was annexed into the city and with the annexation the Township requested the City assist with the maintenance of a portion of that road. The City has been conducting snow removal of the section of Railroad Street located within the Township for many years. This agreement now puts in writing the shared maintenance responsibilities of these two streets.

Suggested Motion:

Motion to approve the Agreement for the Division of Maintenance Responsibilities for Boundary Line Roads with Young America Township.

**AGREEMENT FOR THE DIVISION OF MAINTENANCE
RESPONSIBILITIES FOR BOUNDARY LINE ROADS**

This agreement is hereby entered into this 10th day of Feb, 2015, by and between the Town Board of Supervisors of Young America Township (Township), Carver County, Minnesota and the City of Norwood Young America (City), Carver County, Minnesota.

WHEREAS, Township and City share the following described roads as Town and City boundary line roads:

Road Name	Length in Feet
Stewart Avenue	State Highway 212 to TC&W Railroad tracks 505'
Railroad Street	State Highway 212 to city limits 1,052'

WHEREAS, Minn. Stat. § 164.14 allows cities and townships to enter into agreements for the maintenance of boundary line roads that equitably apportion responsibility and authority over the street between the two entities.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive here from, the Township and the City hereby enter into this agreement for the division of maintenance responsibilities for the above described town line roads.

The City will do snow removal on Railroad Street, and maintain the gravel and provide dust control on Stewart Avenue. The Township will do snow removal on Stewart Avenue and do crack sealing, street patching, and seal coating on Railroad Street.

Any alterations, amendments, deletions and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by each governmental unit.

ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous line road agreements presently in effect between the parties concerning the above described roads.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this ____ day of _____, 2015.

CITY OF NORWOOD YOUNG AMERICA

Tina Diedrick, Mayor

YOUNG AMERICA TOWNSHIP

Brad Schrupp 2/10/15
Brad Schrupp, Board Chair

ATTEST:

Diane Frauendienst, City Clerk/Treasurer

Missy Mueller 2/10/15
Missy Mueller, Township Clerk
Alan Herimann



TO: Honorable Mayor Diedrick and City Council Members
FROM: Steve Helget, City Administrator
DATE: July 13, 2015
SUBJECT: Closed Meeting

The purpose of the Closed Meeting is pursuant to Minn. Stat. § 13D.05, client and attorney privilege, to discuss potential initiation of litigation for construction defects in the windows at the Harbor.

2015 Building Permit Report - June

PERMIT #	NAME	ADDRESS	PURPOSE	DATE	PERMIT FEE	PLAN CHECK			VALUE
						FEE	SURCHARGE		
2015001	Curtis Heldt	217 Main St E	Replace bsmt floor	1/12/2015	\$153.25	\$99.61	\$3.50	\$7,000.00	
2015002	Joe Laumann	114 Hill St W	Reroof	1/14/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015003	Mike Green	812 Martingale Drive	Furnace changeout	1/20/2015	\$60.00	\$0.00	\$5.00	\$0.00	
2015004	Jim Louwagie	940 Preserve Blvd	Water Heater	1/29/2015	\$15.00	\$0.00	\$5.00	\$0.00	
2015005	McDonalds	410 Faxon Road	Renovations	2/23/2015	\$430.45	\$279.79	\$12.50	\$25,000.00	
2015006	Urho Rauhkola	226 Oak St S	Reside gable ends	2/6/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015007	Steve Helget	415 Emma St	New Home	4/1/2015	\$15,432.36	\$1,315.18	\$140.50	\$251,000.00	
2015008	Del Brelje	205 1st Ave SE	Rewindow	2/13/2015	\$42.65	\$27.72	\$1.00	\$1,000.00	
2015009	City of NYA	417 Elm St W	Dug-outs	2/13/2015	\$91.65	\$59.57	\$1.50	\$2,600.00	
2015010	Paul Meyer	838 Elm St W	Demo Basement	2/27/2015	\$211.65	\$59.57	\$11.50	\$2,500.00	
2015011	Principle Mfg	118 Railroad St W	Plumbing	2/27/2015	\$122.45	\$79.59	\$2.50	\$5,000.00	
2015012	Jeff Morpnew	706 Martingale Drive	Furnace changeout	3/2/2015	\$60.00	\$0.00	\$5.00	\$0.00	
2015013	Jesse Frepding	201 4th St SW	Plumbing	3/2/2015	\$90.00	\$0.00	\$5.00	\$0.00	
2015014	Kevin Oelfke	510 Devonshire Dr	Rewindow	3/3/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015015	NationStar Mortgage	312 Washington St	Reroof	3/4/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015016	Stan Albrecht	640 RR Drive Ste 700	Fire Sprinkler	3/4/2015	\$52.73	\$34.27	\$1.00	\$1,250.00	
2015017	M. Simmen	407 4th Ave SW	Reroof	3/4/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015018	M. Gleseke	22 1st St NE	Reroof	3/9/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015019	Eileen McGee	520 Morse St	Reside/Rewindow	3/9/2015	\$110.00	\$0.00	\$10.00	\$0.00	
2015020	All Saints	526 Morse St	Demo	3/9/2015	\$100.00	\$0.00	\$5.00	\$0.00	
2015021	Henry Ohnstad	1015 Fox Crossing	Finish Basement	3/12/2015	\$91.65	\$59.57	\$1.50	\$3,000.00	
2015022	Carol Herrmann	405 Webster-St-SW	Wall-Anchors	-	\$107.05	\$69.58	\$2.00	3500-work cancelled	
2015023	Brian Diedrick	223 Franklin St N	Plumbing	3/17/2015	\$60.00	\$0.00	\$5.00	\$0.00	
2015024	Principle Mfg	118 Railroad St W	Alterations	3/18/2015	\$107.05	\$69.58	\$2.00	\$4,000.00	
2015025	Todd Schultz	450 Oak Lane	Garage Addition	3/19/2015	\$276.45	\$179.69	\$7.50	\$15,000.00	
2015026	Family Dollar	713 Faxon Road	New Construction	4/29/2015	\$6,984.36	\$3,304.83	\$396.00	\$791,445.00	
2015027	Matt Palala	314 2nd St SW	Fire Repair	3/30/2015	\$1,901.52	\$1,118.99	\$116.00	\$201,164.57	
2015028	Evan Bunn	110 2nd Ave SW	Fence	3/25/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015029	Ross Schneider	410 Emma St	Pool	3/27/2015	\$486.00	\$315.90	\$15.00	\$30,000.00	
2015030	Shannon Smith	19 Central Ave S	Rewindow/Reside	3/30/2015	\$110.00	\$0.00	\$10.00	\$0.00	
2015031	Chris Goeltz	115 Wilson St W	Reroof	3/30/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015032	Thomas Hoppe	409 2nd Ave SE	Water Softener	3/30/2015	\$15.00	\$0.00	\$5.00	\$0.00	
2015033	Steve Lemke	119 Elm St W	Reroof	3/31/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015034	Jeff Bishop	1010 Fox Crossing	Finish Basement	4/1/2015	\$182.45	\$79.59	\$7.50	\$4,500.00	
2015035	Teresa Johnson	218 Hill St E	Plumbing	4/3/2015	\$132.65	\$27.72	\$16.00	\$1,000.00	
2015036	Chad Morningstar	1000 Fox Crossing	Finish Basement	4/6/2015	\$137.85	\$89.60	\$3.00	\$5,600.00	
2015037	Mark Gleseke	22 1st St NE	Windows	4/6/2015	\$55.00	\$0.00	\$5.00	\$0.00	
2015038	Gestach & Paulson	422 Elm St W	Reroof	4/7/2015	\$137.85	\$0.00	\$3.00	\$6,000.00	
2015039	Principle Mfg	118 Railroad St W	Plumbing	4/7/2015	\$125.81	\$0.00	\$1.00	\$2,000.00	
2015040	Pete Luskay	614 Elm St W	Foundation Repair	4/16/2015	\$91.65	\$59.57	\$1.50	\$2,500.00	
2015041	Merlin Grimm	111Wilson St W	Reside	4/13/2015	\$55.00	\$0.00	\$5.00	\$0.00	

2015 Building Permit Report - June

2015042	Jerry McVeigh	121 Muirfield Circle	Replace doors	4/14/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015043	Dan Aisleben	116 4th St W	Reroof	4/14/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015044	Carla Reichman	420 Devonshire Drive	Fence	4/14/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015045	Rafael Lozada	905 Meadows Blvd	Finish Basement		\$197.85	\$89.60	\$8.00	\$6,000.00
2015046	Loomis Investments	765 Lakewood Trail	New Home	4/17/2015	\$16,731.56	\$1,139.01	\$113.50	\$206,800.00
2015047	Family Dollar	713 Faxon Road	Demo	4/17/2015	\$200.00	\$0.00	\$5.00	\$0.00
2015048	Dan Barthel	613 Casper Circle	Fence	4/20/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015049	Mike Knodt	522 Faxon Road	Sign	4/24/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015050	Dean Werner	108 Central Ave N	Reside	4/27/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015051	City of NYA	21 Main St E	Demo - restrooms	4/28/2015	\$200.00	\$0.00	\$5.00	\$0.00
2015052	Family Dollar	713 Faxon Road	Plumbing	5/1/2015	\$452.67	\$294.24	\$13.50	\$27,000.00
2015053	Mark Gieseke	22 1st St NE	Pb/g/Mechanical	4/28/2015	\$75.00	\$0.00	\$10.00	\$0.00
2015054	Tom Kaetler	308 2nd St SW	Reroof	4/28/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015055	Julie Arndt	206 Trilane Dr	Reroof	4/29/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015056	Sherril Schultz	18 Main St E	Reroof	5/4/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015057	Tim Schroeder	614 Elm St W	Furnace/H2O Heater	5/4/2015	\$75.00	\$0.00	\$5.00	\$0.00
2015058	Family Dollar	713 Faxon Road	Mechanical	5/8/2015	\$563.77	\$366.45	\$18.50	\$36,900.00
2015059	Nick Schoen	886 Meadows Blvd	Deck	5/6/2015	\$137.85	\$89.60	\$3.00	\$6,000.00
2015060	Paulette Kostecka	120 Hilltop Circle	Foundation Repair	5/18/2015	\$184.05	\$119.63	\$4.50	\$8,810.00
2015061	Good Times	400 Faxon Road	Damage Repair	5/5/2015	\$199.45	\$129.64	\$5.00	\$10,000.00
2015062	Justin Swanson	840 Fox Court	Deck	5/29/2015	\$199.45	\$129.64	\$5.00	\$10,000.00
2015063	Family Dollar	713 Faxon Road	Sign-store front	5/12/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015064	Family Dollar	713 Faxon Road	Sign-Morse St	5/12/2015	\$107.05	\$69.58	\$2.00	\$4,000.00
2015065	Family Dollar	713 Faxon Road	Sign-Faxon Rd	5/12/2015	\$107.05	\$69.58	\$2.00	\$4,000.00
2015066	Family Dollar	713 Faxon Road	Sign-N. side of bldg	5/12/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015067	Dairy Queen	511 Morse St	Fence	5/12/2015	\$122.45	\$79.59	\$2.50	\$4,460.00
2015068	Ron Winter	234 Lake St	Reroof	5/8/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015069	Mark Stockman	814 Martingale Drive	Reroof	5/8/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015070	Cathryn Fahy	717 Elm St W	Reroof	5/8/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015071	Larry Wiltack	817 Elm St W	Reroof	5/8/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015072	Tony Reno	885 Fox Court	Fence	5/8/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015073	Dennis Schmidt	411 Lake St W	Reroof	5/11/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015074	Loomis Investments	775 Lakewood Trail	New Home	5/15/2015	\$16,619.52	\$1,062.93	\$104.00	\$187,260.00
2015075	Loomis Investments	950 Meadows Blvd	New Home	5/13/2015	\$16,756.56	\$1,139.01	\$113.50	\$206,270.00
2015076	Jeff Pieschke	509 Devonshire Drive	Reroof	5/14/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015077	Howard Johnson	214 Webster St	Reroof	5/15/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015078	Brian Moser	815 Martingale Drive	Deck	5/18/2015	\$137.85	\$89.60	\$3.00	\$6,000.00
2015079	Jason Huntley	885 Meadows Blvd	Fence	5/22/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015080	Michelle Eckenrode	121 West St N	Reroof	5/26/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015081	The Haven	600 Railroad Drive	New Construction	5/29/2015	\$131,597.05	\$12,543.08	\$1,426.56	\$4,265,635.20
2015082	Carolyn Durbin	528 Devonshire Dr	Furnace changeout	5/29/2015	\$60.00	\$0.00	\$5.00	\$0.00
2015083	Carver County CDA	110 Oak St S	Fire Repair		\$608.21	\$395.34	\$20.50	\$40,686.00
2015084	Christabel Castro	23 2nd Ave SW	Remodel	6/4/2015			\$12.50	\$15,385.00

2015 Building Permit Report - June

2015085	John Vogt	426 Railroad St	Demo - trailer	6/10/2015	\$100.00	\$0.00	\$5.00	\$0.00
2015086	Jamie Thompson	835 Fox Court	Deck	6/23/2015	\$168.65	\$109.62	\$4.00	\$7,560.00
2015087	Charles Storms	118 Hazel St S	Garage Furnace	6/12/2015	\$60.00	\$0.00	\$5.00	\$0.00
2015088	Brandon Maiz	716 Quail Road	4 season porch	6/18/2015	\$413.45	\$229.74	\$15.00	\$20,000.00
2015089A	Mark Lagergren	513 Devonshire Drive	Replace patio doors	6/18/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015089B	Grady Kruse	28 Industrial Blvd	Addition	6/23/2015	\$862.50	\$560.43	\$35.00	\$70,000.00
2015090	Citizens Bank	180 Industrial Blvd	Remodel		\$122.45	\$79.59	\$2.50	\$5,000.00
2015091	Bev Feltman	512 Vahalla Dr	Reroofing	6/22/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015092	Tanya Edwards	826 Elm St W	Reroofing	6/23/2015	\$55.00	\$0.00	\$5.00	\$0.00
2015093	Cindy Zabel	402 Adams Dr	Desk Addition	6/25/2015	\$122.45	\$79.59	\$2.50	\$5,000.00
2015094	Herbert Lopez	318 2nd St SW	Replace A/C	6/24/2015	\$60.00	\$0.00	\$5.00	\$3,500.00
2015095	Holiday Station	502 Faxon Rd	Sign		\$199.45	\$129.64	\$5.00	\$10,000.00
2015096	Tim Gieske	22 1st St NE	Remodel		\$274.05	\$129.64	\$5.00	\$10,000.00
2015097	William Anderson	313 Webster St SW	Deck		\$184.05	\$119.63	\$4.50	\$8,400.00
2015098	Loomis Homes	765 Lakewood Trail	bathroom finish	6/30/2015	\$137.85	\$89.60	\$3.00	\$6,000.00



**City of Norwood Young
America**

June - 2015

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

CRIMINAL

Part I Crimes

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

Part II Crimes

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

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

CARVER COUNTY SHERIFF'S OFFICE

City of Norwood Young America

Month of June

	2015	2015	2014	2014
	MONTH	YTD	MONTH	YTD
ARRESTS - #incidents	1	14	5	17
ARRESTS - #individual	1	15	5	17
CITATIONS - other	6	36	2	17
CITATIONS - traffic	8	108	17	119
CITATIONS - parking	0	13	0	20
TOTAL CITATIONS	14	157	19	156
WARNINGS (written)	0	0	0	3
WARNINGS (verbal)	17	224	31	226
CRIMINAL				
Part I Crimes				
Arson	1	2	0	1
Assault - Aggravated	0	1	0	0
Burglary	1	9	0	3
Homicide	0	1	0	0
Robbery	0	0	0	0
Sex Crimes - felony	0	0	0	0
Theft	5	19	0	10
Theft - Vehicle	0	0	0	1
Total Part I Crimes	7	32	0	15
Part II Crimes				
Abuse/Neglect	0	1	0	2
Assault	1	5	2	4
Court Order Violation	0	2	0	0
Disturb Peace	2	5	0	3
Drug Violations	1	1	0	2
Gambling	0	0	0	0
Liquor Law Viol	0	2	0	2
Misc. Criminal	0	4	0	2
Property Damage	3	15	1	7
Runaway	0	4	0	0
Sex Crimes	0	0	0	0
Suspicious Activity	0	0	0	0
Theft - Related	1	7	1	6
Traffic - Alcohol	0	6	3	7
Traffic - Other	0	2	1	2
Weapons	0	0	0	0
Total Part II Crimes	8	54	8	37
TOTAL CRIMINAL	15	86	8	52

	2015	2015
	MONTH	YTD
NON-CRIMINAL		
Abuse/Neglect (not chargeable)	4	22
Alarm	2	17
Animal	6	46
Assist other Agency	2	9
Auto Accd - Fatality	0	0
Auto Accd - Injury	1	2
Auto Accd - Prop Damage	0	16
Auto Accd - MV & Deer	0	2
Background Record Check	1	4
Boat & Water	0	0
Child Custody Dispute	2	6
Civil Process	0	4
Dist. Peace (not chargeable)	8	52
Domestic (not chargeable)	2	5
Driving Complaints	5	31
Drug - Information Only	0	3
Fire Call	2	10
Gun Permit - Acquire	2	20
Gun Permit - Carry	2	21
Gun Permit - Transfer	0	0
Explosive/Firearms Dir Permit	0	0
House/Business Check	0	2
License - Day Care	0	0
License - Foster Care	0	0
License - Liquor	0	13
License - Massage Parlor	0	0
License - Peddler	0	0
Medical	21	91
Mental Health	5	18
Misc. Non. Criminal	22	119
Missing Person	1	3
Open Door	0	5
Prowler (not chargeable)	0	0
Sex Offender Tracking	0	0
Snowmobile	0	0
Suspicious Act (not chargeable)	9	54
Traffic - Misc	5	55
Traffic - Radar Display	0	0
Traffic - Stops	21	308
Transport	1	2
Unlock Veh/Bldg	0	1
Warrant Service	1	13
TOTAL NON-CRIMINAL	125	954

TOTAL REPORTED	140	1040
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	2014	2014
	MONTH	YTD
	3	25
	3	22
	4	21
	2	9
	0	0
	0	3
	4	24
	0	0
	1	1
	0	0
	0	2
	2	4
	11	59
	1	11
	5	22
	0	2
	4	18
	1	17
	1	22
	0	0
	0	0
	0	0
	0	0
	0	0
	1	13
	0	0
	0	0
	17	101
	0	7
	21	86
	0	1
	1	4
	0	0
	0	0
	0	1
	8	45
	5	79
	0	0
	46	340
	0	0
	1	3
	1	9
	143	951

TOTAL REPORTED	151	1003
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CARVER COUNTY SHERIFF'S OFFICE
 CITY OF NORWOOD YOUNG AMERICA
 2015 YEAR TO DATE AREA REPORT

	January	February	March	April	May	June	July	August	September	October	November	December	YTD
ARRESTS - #incidents	2	1	1	5	4	1							14
ARRESTS - #individual	2	1	1	6	4	1							15

CITATIONS - other	5	0	7	4	14	6							36
CITATIONS - traffic	8	28	16	10	38	8							108
CITATIONS - parking	6	2	1	4	0	0							13
TOTAL CITATIONS	19	30	24	18	52	14	0	0	0	0	0	0	157

WARNINGS (written)	0	0	0	0	0	0							0
WARNINGS (verbal)	29	43	47	32	56	17							224

CRIMINAL

Part I Crimes	January	February	March	April	May	June	July	August	September	October	November	December	YTD
Arson	0	0	0	1	0	1							2
Assault - Aggravated	0	0	1	0	0	0							1
Burglary	1	0	1	4	2	1							9
Homicide	0	0	1	0	0	0							1
Robbery	0	0	0	0	0	0							0
Sex Crimes - felony	0	0	0	0	0	0							0
Theft	3	1	1	6	3	5							19
Theft - Vehicle	0	0	0	0	0	0							0
Total Part I Crimes	4	1	4	11	5	7	0	0	0	0	0	0	32

Part II Crimes

Abuse/Neglect	0	0	1	0	0	0							1
Assault	1	0	2	0	1	1							5
Court Order Violations	1	0	0	1	0	0							2
Disturb Peace	1	0	0	1	1	2							5
Drug Violations	0	0	0	0	0	1							1
Gambling	0	0	0	0	0	0							0
Liquor Law Viol	0	0	1	0	1	0							2
Misc. Criminal	0	0	1	1	2	0							4
Property Damage	2	0	4	2	4	3							15
Runaway	0	1	1	2	0	0							4
Sex Crimes	0	0	0	0	0	0							0
Suspicious Activity	0	0	0	0	0	0							0
Theft - Related	1	1	2	2	0	1							7
Traffic - Alcohol	2	1	1	2	0	0							6
Traffic - Other	0	1	0	0	1	0							2
Weapons	0	0	0	0	0	0							0
Total Part II Crimes	8	4	13	11	10	8	0	0	0	0	0	0	54
TOTAL CRIMINAL	12	5	17	22	15	15	0	0	0	0	0	0	86



Arrests and Summons/Complaints for

From 06/01/2015 To 06/30/2015

Norwood Young America City

<u>ICR#</u>	<u>Reported</u>	<u>Arrest Type</u>	<u>Arr Date</u>	<u>Off Level</u>	<u>MOC</u>	<u>Charge</u>	<u>Cit #</u>	<u>Beat</u>	<u>City/Twp</u>
201500013242-02	4/30/15	Summons/Cite/Bail Pd	06/08/2015	Felony	B3734	BURG 3-UNOCC NRES FRC-D-L		0800	Norwood Young Ameri

Total ICR's: 1

Total Individuals Arrested: 1

Total Charges: 1



Carver County Sheriff All Other Citation From 06/01/2015 To 06/30/2015

Norwood Young America City

Beat	Citation Nr	Issued Date	Location	Local Code	Charge Literal	Statute	Citation Type
0800	100015002770	06/03/2015	24 Main St E	X3080	CRIM AGNST ADMN JUST-MS-O	609.50.1(4)	Misd. Off - Citation
0800	100015002875	06/11/2015	210 Washington St	A535B	ASLT 5-MS-INFLICT BD HRM-HA	609.224.1(2)	Code/Ordinance
0800	100015002881	06/11/2015	7 St Sw/Central Av S	9814	Ordinance Violations	NYA-650.03.A	Misd. Off - Citation
0800	100015002915	06/13/2015	110 Railroad St W	DA540	DRUGS-SM AMT IN MOT VEH-Pt	152.027.4(a)	Juv - Misd. Cit
0800	100015003121	06/24/2015	127 Muirfield Cir	Q3190	STLN PROP-MS-RECEIVE-OTH P	609.53.1	Misd. Off - Citation
0800	100015003213	06/30/2015	520 Reform St N	N3030	DISTURB PEACE-MS-DISORDER	609.72.1(3)	Misd. Off - Citation
				P3339	TRESPASS-MS-BUSINESS-OTHEI	609.605.1(b)(3)	Misd. Off - Citation

TOTAL CITATIONS ISSUED: 6



Carver County Sheriff Traffic Citations From 06/01/2015 To 06/30/2015

Norwood Young America City

<u>Beat</u>	<u>Citation Nr</u>	<u>Issued Date</u>	<u>Location</u>	<u>Local Code</u>	<u>Charge Literal</u>	<u>Statute</u>	<u>Citation Type</u>
0800	100015002820	06/06/2015	114 2 Av SE	9041	Inattentive Driving	169.14.1	Traffic - Citation
0800	100015002836	06/08/2015	Hwy 212 E/Industrial Blvd	9220	DAS, DAR, DAC	171.24.2	Traffic - Citation
0800	100015002934	06/14/2015	655 7 St SW	9004	Fail To Move For Emerg Veh	169.18.1(a)	Traffic - Citation
0800	100015002935	06/14/2015	655 7 St SW	9274	No Proof Of Insurance	169.791.2(a)	Traffic - Citation
0800	100015002945	06/14/2015	Hwy 212 W/Morse St	9279	Expired Tabs	169.79.1	Traffic - Citation
				9279	Expired Tabs	169.79.1	Traffic - Citation
				9220	DAS, DAR, DAC	171.24.2	Traffic - Citation
				9200	Traffic Non-moving - All Other	169.90.2	Traffic - Citation
0800	100015002946	06/14/2015	Hwy 212 W/Morse St	9274	No Proof Of Insurance	169.791.2(a)	Traffic - Citation
0800	100015003012	06/17/2015	Central Av N/Hwy 5	9202	No Valid Mn DL	171.02.2	Traffic - Citation
0800	100015003192	06/29/2015	Central Av N/Hwy 5 & 25	9274	No Proof Of Insurance	169.791.2(a)	Traffic - Citation
				9286	Seatbelt Violation	169.686.1(a)	Traffic - Citation

TOTAL CITATIONS ISSUED: 8



**Carver County Sheriff's Office
Verbal Warnings
From: 06/01/2015 to 06/30/2015**

Norwood Young America City

Animal: 1

Traffic Stop: 16

Grand Total Verbal Warnings: 17