



CITY COUNCIL

1. Call Meeting of City Council to Order
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
4. Consent Agenda
(NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
 - 4.1 Approve minutes of October 23, 2017 meeting
 - 4.2 Approve payment of claims
 - 4.3 2017-2018 Winter Season Snow Hauling Service Bids
 - 4.4 Declare Surplus Property (manhole pit pump)
5. Public Hearings
6. Old Business
 - 6.1 Follow-up to the Pour House Pub request regarding Pavilion liquor
 - 6.2 Vivid Image Service Agreements
 - 6.3 Resolution 2017-25, Amending Resolution 2016-20, Outdoor Storage Legal Nonconforming Use at 309 First Street NE
7. New Business
 - 7.1 Resolution 2017-26, Increasing benefit amount for vested Firefighters
 - 7.2 Resolution 2017-27, Support Funding for U.S. Highway 212: A Corridor of Commerce
 - 7.3 The Preserve 5th Addition Development Agreement – Amendment Proposal
 - 7.4 Oak Grove Senior Residence Snow Removal Agreement
 - 7.5 Surface Water Management Plan Update
8. Council Member & Mayor Reports
9. Adjournment

The following informational items have been included in the Council packet for informational purposes, council review and discussion. No action is required by the City Council: Carver County Sheriff's Office October Report; and October Building Permit Report.

UPCOMING MEETINGS / EVENTS

- November 16 Special City Council (2018 Budget Work Session) – 6:00 p.m.
November 21 Parks and Rec. Commission – 5:30 p.m.
November 23-24 Thanksgiving; City Offices Closed
November 27 City Council Work Session – 6:00 p.m.; EDA and City Council to follow
December 5 Planning Commission – 6:00 p.m.
December 14 Senior Advisory Committee – 9:00 a.m.
December 11 City Council – 6:00 p.m.; 2018 Budget - Truth in Taxation Public Hearing



CITY COUNCIL AGENDA

October 23, 2017 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

WORK SESSION

1. Call Meeting of City Council Work Session to Order
 2. Approve Agenda
 - 2.1 Five Year Financial Plan Update
 3. Adjournment
-

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
 - 1.1 Pledge of Allegiance
 2. Approve Agenda
 - 2.1 Approve minutes of September 25, 2017
 3. Adjournment
-

CITY COUNCIL

1. Call Meeting of City Council to Order
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
 - 3.1 The Harbor 2018 Budget – Laurie Hilgers and Berit Spors, Ecumen
Seth Kalhagen, Director of Ecumen Hospice
4. Consent Agenda
(NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
 - 4.1 Approve minutes of October 9, 10, and 18, 2017 meetings
 - 4.2 Approve payment of claims
 - 4.3 Call for public hearing regarding 2018 Fee Schedule
 - 4.4 Carver County 2018 Assessment Service Contract
5. Public Hearings
 - 5.1 Resolution 2017-22, Delinquent Utilities and Special Assessments
6. Old Business
 - 6.1 Highway 212 Underpass Project – Preliminary Design Proposals
7. New Business
 - 7.1 Resolution 2017-22, Delinquent Utilities and Special Assessments
 - 7.2 Ordinance No. 294, Rezoning 125 Railroad St E – Diversified Plumbing & Heating
 - 7.3 Resolution 2017-23, Approve Site Plan – All Saints Lutheran Church

- 7.4 Ordinance No. 295, Rezoning ISD 108 Properties and Resolution 2017-24, Comprehensive Plan Amendment
- 7.5 Resolution 2017-25, Amending Resolution 2016-20, Outdoor Storage Nonconforming Use at 309 First Street NE
- 7.6 Schedule Special City Council Meeting and Reschedule December 25, 2017 Regular Meeting

8. Council Member & Mayor Reports

9. Adjournment

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

UPCOMING MEETINGS / EVENTS

- November 7 Planning Commission – 6:00 p.m.
- November 8 Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:30 p.m.
- November 9 Senior Advisory Committee – 9:00 a.m.
- November 13 City Council – 6:00 p.m.
- November 21 Parks and Rec. Commission – 5:30 p.m.
- November 27 City Council Work Session – 6:00 p.m.; EDA and City Council to follow

CITY OF NORWOOD YOUNG AMERICA

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

To Be Approved: November 13, 2017

Pre-Paid Claims (Check Sequence #504495-504511)	<u>\$14,068.68</u>
Claims Pending Payment (Check Sequence #27414-27500)	<u>\$189,577.40</u>
Grand Total	<u>\$203,646.08</u>

Checks 27414-27435 have been voided due to a printing error.

PAYROLL 11/2/17

CHECK #	EMPLOYEE	GROSS
504495	ARETZ, BRENT R	\$2,231.10
504496	BIPES, DEBORAH	\$357.28
504497	CANO, JOEY M	\$1,328.40
504498	FRATUS, DOMINIC	\$292.10
504499	HAAG, HERMAN	\$174.20
504500	HAYES, KELLY	\$2,238.40
504501	HELGET, STEVE	\$3,485.61
504502	Hormann, Duane	\$339.11
504503	JAUS, RODNEY D	\$885.60
504504	LENZ, DEBRA A	\$1,887.20
504505	MENZEL, ALICIA	\$1,628.00
504506	NIESEN, CHRISTOPHER D.	\$552.00
504507	PAULSON, DENNIS	\$36.98
504508	SCHNEEDWIND, BRIAN O	\$1,549.60
504509	STENDER, DANIEL H	\$2,080.00
504510	VOIGT, ANTHONY	<u>\$2,378.74</u>
504511	KLEINBANK - NET	\$14,068.68
	GROSS	\$21,444.32

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NOVEMBER 2017

Check Amt Invoice Comment

10100 CHECKING

Paid Chk# 027436 11/13/2017 ANCOMCOMMUNICATIONS, INC.

E 101-42200-221 Repair/Maintenance Equipment \$2,508.00 73590 DUAL BAND VHF

Total ANCOMCOMMUNICATIONS, INC. \$2,508.00

Paid Chk# 027437 11/13/2017 ARETZ, BRENT R

E 101-43100-417 Uniform \$69.43 BOOT REIMBURSEMENT

Total ARETZ, BRENT R \$69.43

Paid Chk# 027438 11/13/2017 CARQUEST AUTO PARTS

E 101-43100-221 Repair/Maintenance Equipment \$25.28 5927-156425 LUBE
 E 101-43100-221 Repair/Maintenance Equipment \$12.39 5927-156603 WAX & TOWELS
 E 101-43100-210 Operating Supplies (GENERAL) \$9.90 5927-156604 AIR FRESHENER
 E 602-49450-221 Repair/Maintenance Equipment \$4.14 5927-156787 MINI LAMP
 E 602-49450-221 Repair/Maintenance Equipment \$31.88 5927-156879 BATTERY
 E 101-43100-221 Repair/Maintenance Equipment \$17.98 5927-156994 SEAFOAM
 E 101-43100-221 Repair/Maintenance Equipment \$130.00 5927-156995 BATTERY REBUILD
 E 601-49400-221 Repair/Maintenance Equipment \$15.89 5927-157321 OIL, FILTER
 E 101-43100-221 Repair/Maintenance Equipment \$35.20 5927-157402 RED GREASE
 E 101-42200-221 Repair/Maintenance Equipment \$25.99 5927-157429 FD ACCT
 E 101-42200-221 Repair/Maintenance Equipment \$3.98 5927-157431 FD ACCT
 E 601-49400-221 Repair/Maintenance Equipment \$58.31 5927-157526 OIL, FILTER, WASH
 E 602-49450-221 Repair/Maintenance Equipment \$58.30 5927-157526
 E 101-43100-210 Operating Supplies (GENERAL) \$29.28 5927-157569 JOINT PLIERS, ASSORTMENT
 E 101-42200-223 Repair/Maintenance Bldg/Ground \$83.76 5927-157596 AIR HOSE, HAIR PIN, HYD HOSE
 E 101-43100-221 Repair/Maintenance Equipment \$7.99 5927-157739 WIPER BLADE
 E 101-43100-221 Repair/Maintenance Equipment \$23.14 5927-157867 WIND WASH, OIL

Total CARQUEST AUTO PARTS \$573.41

Paid Chk# 027439 11/13/2017 CARVER COUNTY

E 101-42100-311 County Police Contract \$92,522.50 SHERI002960 2ND HALF POLICE CONTRACT

Total CARVER COUNTY \$92,522.50

Paid Chk# 027440 11/13/2017 CARVER COUNTY

E 602-49450-310 Other Professional Services \$1,213.10 CSER-328 GIS POSITION
 E 101-43100-310 Other Professional Services \$1,213.09 CSER-328 GIS POSITION
 E 101-45200-310 Other Professional Services \$1,213.10 CSER-328 GIS POSITION
 E 601-49400-310 Other Professional Services \$1,213.09 CSER-328 GIS POSITION

Total CARVER COUNTY \$4,852.38

Paid Chk# 027441 11/13/2017 CENTER POINT

E 602-49450-383 Gas Utilities \$464.68
 E 101-41940-383 Gas Utilities \$42.67
 E 601-49400-383 Gas Utilities \$57.12
 E 101-49860-383 Gas Utilities \$18.15
 E 101-42200-383 Gas Utilities \$12.70
 E 101-45200-383 Gas Utilities \$92.42
 E 101-43100-383 Gas Utilities \$119.58

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NOVEMBER 2017

		Check Amt	Invoice	Comment
Total CENTER POINT		\$807.32		
Paid Chk# 027442	11/13/2017	CENTRAL FIRE PROTECTION, INC		
E 602-49450-221	Repair/Maintenance Equipment	\$358.50	37765	FIRE EXTINGUISHER
E 101-43100-221	Repair/Maintenance Equipment	\$53.00	37765	FIRE EXTINGUISHER
E 101-45200-221	Repair/Maintenance Equipment	\$228.25	37765	FIRE EXTINGUISHER
E 101-41940-221	Repair/Maintenance Equipment	\$93.25	37765	FIRE EXTINGUISHER
E 101-42200-221	Repair/Maintenance Equipment	\$108.00	37765	FIRE EXTINGUISHER
Total CENTRAL FIRE PROTECTION, INC		\$841.00		
Paid Chk# 027443	11/13/2017	CLAREY S SAFETY EQUIPMENT, INC		
E 101-42200-221	Repair/Maintenance Equipment	\$330.88	173965	PROTÉGÈ ZM MONITOR
Total CLAREY S SAFETY EQUIPMENT, INC		\$330.88		
Paid Chk# 027444	11/13/2017	DAVE S SEASON ALL		
E 101-43100-437	Maintenance Contract	\$750.00		CEMETERY MOWING
Total DAVE S SEASON ALL		\$750.00		
Paid Chk# 027445	11/13/2017	DELTA DENTAL		
G 101-21714	Dental Insurance	\$1,179.75		INSURANCE
Total DELTA DENTAL		\$1,179.75		
Paid Chk# 027446	11/13/2017	DELUXE		
E 101-41400-200	Office Supplies (GENERAL)	\$64.36	02040946398	DEPOSIT TICKETS
Total DELUXE		\$64.36		
Paid Chk# 027447	11/13/2017	DIAMOND VOGEL PAINTS		
E 101-43100-221	Repair/Maintenance Equipment	\$85.00	257304511	GUN REPAIR KIT
Total DIAMOND VOGEL PAINTS		\$85.00		
Paid Chk# 027448	11/13/2017	DOWNING, KRISTI		
G 101-22102	Community Garden Escrow	\$25.00		GARDEN PLOTS
Total DOWNING, KRISTI		\$25.00		
Paid Chk# 027449	11/13/2017	DROEGE, BRAD		
E 101-42200-331	Travel/Meeting Expense	\$623.73		
Total DROEGE, BRAD		\$623.73		
Paid Chk# 027450	11/13/2017	DWK CLEAN WATER SERVICES LLC		
E 601-49400-314	Contracts Payments	\$650.00	1017	CONTRACTED HOURS
E 602-49450-314	Contracts Payments	\$650.00	1017	CONTRACTED HOURS
Total DWK CLEAN WATER SERVICES LLC		\$1,300.00		
Paid Chk# 027451	11/13/2017	EHRENBERG, STEVEN		
E 101-42200-331	Travel/Meeting Expense	\$623.73		
Total EHRENBERG, STEVEN		\$623.73		
Paid Chk# 027452	11/13/2017	FLURY, JESSICA		
E 601-49400-432	Refund	\$80.00		OVERPAYMENT OF UTILITY BILL

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		Check Amt	Invoice	Comment
Total FLURY, JESSICA		\$80.00		
Paid Chk# 027453	11/13/2017 GAME TIME			
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$2,518.00	PJI-0072445	RIVER ROCK CLIMBER
Total GAME TIME		\$2,518.00		
Paid Chk# 027454	11/13/2017 GOPHER STATE ONE-CALL, INC.			
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$46.57	7100618	LOCATES
E 601-49400-223	Repair/Maintenance Bldg/Ground	\$46.58	7100618	LOCATES
Total GOPHER STATE ONE-CALL, INC.		\$93.15		
Paid Chk# 027455	11/13/2017 GREATER MN COMMUNICATIONS			
E 101-46500-210	Operating Supplies (GENERAL)	\$118.10	14186	INDUSTRIAL PARK BANNER
Total GREATER MN COMMUNICATIONS		\$118.10		
Paid Chk# 027456	11/13/2017 HAYES, KELLY			
E 101-41410-331	Travel/Meeting Expense	\$71.24		
E 101-41320-331	Travel/Meeting Expense	\$13.91		
E 101-41330-317	EDC Board	\$5.35		
E 101-41400-331	Travel/Meeting Expense	\$21.40		
Total HAYES, KELLY		\$111.90		
Paid Chk# 027457	11/13/2017 HEALTH PARTNERS			
G 101-21706	Hospitalization/Medical Ins	\$9,869.95		INSURANCE
Total HEALTH PARTNERS		\$9,869.95		
Paid Chk# 027458	11/13/2017 HELGET, STEVE			
E 101-41300-331	Travel/Meeting Expense	\$37.45		MILEAGE
Total HELGET, STEVE		\$37.45		
Paid Chk# 027459	11/13/2017 HOLIDAY FLEET			
E 101-43100-212	Motor Fuels	\$55.72		
Total HOLIDAY FLEET		\$55.72		
Paid Chk# 027460	11/13/2017 HOME SOLUTIONS			
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$13.48		
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$0.79		
E 101-42200-221	Repair/Maintenance Equipment	\$10.08		FIRE DEPT ACCOUNT
E 602-49450-210	Operating Supplies (GENERAL)	\$13.47		
E 101-43100-223	Repair/Maintenance Bldg/Ground	\$7.19		
E 602-49450-221	Repair/Maintenance Equipment	\$37.65		
E 601-49400-210	Operating Supplies (GENERAL)	\$13.48		
E 101-43100-221	Repair/Maintenance Equipment	\$167.80		
E 101-43100-210	Operating Supplies (GENERAL)	\$16.17		
E 101-41940-210	Operating Supplies (GENERAL)	\$10.33		
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$152.55		
E 603-49500-223	Repair/Maintenance Bldg/Ground	\$13.74		
Total HOME SOLUTIONS		\$456.73		

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NOVEMBER 2017

			Check Amt	Invoice	Comment
Paid Chk# 027461 11/13/2017 KNUJ					
E 101-42200-350	Print/Publishing/Postage		\$81.00	56172-1	NYA FIRE FOCUS
Total KNUJ			\$81.00		
Paid Chk# 027462 11/13/2017 KWIK TRIP INC.					
E 101-42200-212	Motor Fuels		\$5.03		FD FUEL
Total KWIK TRIP INC.			\$5.03		
Paid Chk# 027463 11/13/2017 LANO EQUIPMENT					
E 101-43100-221	Repair/Maintenance Equipment		\$24.95	16653	BOBCAT TUBE
Total LANO EQUIPMENT			\$24.95		
Paid Chk# 027464 11/13/2017 LENZ, DEBRA					
E 101-41400-331	Travel/Meeting Expense		\$44.41		MILEAGE
Total LENZ, DEBRA			\$44.41		
Paid Chk# 027465 11/13/2017 LOFFLER BUSINESS SYS LLC					
E 101-41400-437	Maintenance Contract		\$404.16		COPIES
Total LOFFLER BUSINESS SYS LLC			\$404.16		
Paid Chk# 027466 11/13/2017 LOFFLER COMPANIES, INC.					
E 101-41400-437	Maintenance Contract		\$277.25	21546460	COPIER RENT
Total LOFFLER COMPANIES, INC.			\$277.25		
Paid Chk# 027467 11/13/2017 METRO WEST INSPECTION SERVICES					
E 101-42400-328	Rental Dwelling Inspections		\$17.28		RENTALS
E 101-42400-312	Building Inspection Fee		\$1,001.92		INSPECTIONS
Total METRO WEST INSPECTION SERVICES			\$1,019.20		
Paid Chk# 027468 11/13/2017 MID-COUNTY CO-OP OIL ASSN					
E 101-43100-212	Motor Fuels		\$642.00		TANK LEASE & DIESEL
Total MID-COUNTY CO-OP OIL ASSN			\$642.00		
Paid Chk# 027469 11/13/2017 MINI BIFF					
E 101-45200-418	Other Rentals (Biffs)		\$26.01	A-91448	LEGION PARK
E 101-45200-418	Other Rentals (Biffs)		\$27.34	A-91939	WILLKOMMEN PARK
E 101-45200-418	Other Rentals (Biffs)		\$62.48	A-92106	LEGION PARK
Total MINI BIFF			\$115.83		
Paid Chk# 027470 11/13/2017 MINNESOTA VALLEY TESTING LAB					
E 602-49450-217	Lab Fees		\$36.20	888760	PHOSPHORUS
E 602-49450-217	Lab Fees		\$36.20	889784	PHOSPHORUS
E 602-49450-217	Lab Fees		\$36.20	890994	PHOSPHORUS
Total MINNESOTA VALLEY TESTING LAB			\$108.60		
Paid Chk# 027471 11/13/2017 MN VALLEY ELECTRIC COOPERATIVE					
E 601-49400-381	Electric Utilities		\$121.61		640 TACOMA
E 101-43100-380	Street Lighting		\$101.35		ST LIGHTS
E 602-49450-381	Electric Utilities		\$34.09		LIFT STATION

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NOVEMBER 2017

		Check Amt	Invoice	Comment
total MN VALLEY ELECTRIC COOPERATIVE		\$257.05		
Paid Chk# 027472	11/13/2017 MORAN, KEVIN			
E 601-49400-432	Refund	\$16.57		OVERPAYMENT OF FINAL H2O BILL
Total MORAN, KEVIN		\$16.57		
Paid Chk# 027473	11/13/2017 NCPERS 855401LIFE INS			
G 101-21705	PERA Life	\$16.00		LIFE INSURANCE
Total NCPERS 855401LIFE INS		\$16.00		
Paid Chk# 027474	11/13/2017 NOLL, STEVEN			
E 101-42200-331	Travel/Meeting Expense	\$646.76		
Total NOLL, STEVEN		\$646.76		
Paid Chk# 027475	11/13/2017 NORTH AMERICAN SAFETY INC			
E 101-43100-210	Operating Supplies (GENERAL)	\$161.97	30219	MARKING PAINT
Total NORTH AMERICAN SAFETY INC		\$161.97		
Paid Chk# 027476	11/13/2017 NORWOOD ELECTRIC INC			
E 601-49400-223	Repair/Maintenance Bldg/Ground	\$75.00	15502	WATER TOWER REPAIRS
Total NORWOOD ELECTRIC INC		\$75.00		
Paid Chk# 027477	11/13/2017 NUSS TRUCK & EQUIPMENT			
E 101-43100-221	Repair/Maintenance Equipment	\$54.21	2174052P	OIL CAP
Total NUSS TRUCK & EQUIPMENT		\$54.21		
Paid Chk# 027478	11/13/2017 NYA TIMES			
E 602-49450-350	Print/Publishing/Postage	\$20.16	539881	DELINQUENTS
E 601-49400-350	Print/Publishing/Postage	\$20.16	539881	DELINQUENTS
E 603-49500-350	Print/Publishing/Postage	\$20.16	539881	DELINQUENTS
E 101-43100-350	Print/Publishing/Postage	\$210.00	540532	SEASONAL PUBLIC SERVICES
E 101-43100-350	Print/Publishing/Postage	\$210.00	542504	PUBLIC SERVICE SEASONAL STAFF
E 101-41320-350	Print/Publishing/Postage	\$34.02	543928	ORD 294
E 101-41320-350	Print/Publishing/Postage	\$34.02	543929	ORD 295
Total NYA TIMES		\$548.52		
Paid Chk# 027479	11/13/2017 OLSON CONSTRUCTION CO INC			
E 601-49400-223	Repair/Maintenance Bldg/Ground	\$1,504.00	1103	SHOREVIEW LANE CURBBOX
Total OLSON CONSTRUCTION CO INC		\$1,504.00		
Paid Chk# 027480	11/13/2017 PRO AUTO & TRANSMISSION REPAIR			
E 101-43100-221	Repair/Maintenance Equipment	\$406.52	0058005	T2 PLOW
E 101-43100-221	Repair/Maintenance Equipment	\$2,226.80	0058031	1994 TRAILER
E 101-43100-221	Repair/Maintenance Equipment	\$2,907.30	0058046	P3
E 101-43100-221	Repair/Maintenance Equipment	\$2,855.42	0058087	T5 BOOM TRUCK
E 101-43100-221	Repair/Maintenance Equipment	\$121.69	0058128	P4
E 101-43100-221	Repair/Maintenance Equipment	\$406.15	0058140	HOMEMADE TRAILER
E 101-43100-221	Repair/Maintenance Equipment	\$932.32	0058150	HOT MIX
E 602-49450-221	Repair/Maintenance Equipment	\$570.44	0058159	JETTER

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		Check Amt	Invoice	Comment
E 601-49400-221	Repair/Maintenance Equipment	\$570.43	0058159	JETTER
E 101-43100-221	Repair/Maintenance Equipment	\$82.78	0058206	SKID STEER TIRE
Total PRO AUTO & TRANSMISSION REPAIR		\$11,079.85		
Paid Chk# 027481 11/13/2017 RHS TITLE LLC				
G 101-22000	Deposits	\$900.00		500 EMMA ST, B20060215
Total RHS TITLE LLC		\$900.00		
Paid Chk# 027482 11/13/2017 SCHNEIDER EXCAVATING & GRADING				
E 601-49400-223	Repair/Maintenance Bldg/Ground	\$1,165.00	SE1459	MEADOW LANE CURB BOX
E 603-49500-500	Capital Outlay (GENERAL)	\$9,400.00	SE1461	FRIENDSHIP PARK SAFLE BAFLE
Total SCHNEIDER EXCAVATING & GRADING		\$10,565.00		
Paid Chk# 027483 11/13/2017 SMITH OIL CO				
E 601-49400-212	Motor Fuels	\$178.26		
E 251-46331-212	Motor Fuels	\$267.95		
E 101-42200-212	Motor Fuels	\$391.36		FIRE DEPT FUEL
E 602-49450-212	Motor Fuels	\$178.27		
E 101-43100-212	Motor Fuels	\$316.88		
Total SMITH OIL CO		\$1,332.72		
Paid Chk# 027484 11/13/2017 SRF CONSULTING GROUP INC				
E 101-41320-310	Other Professional Services	\$1,160.88	10479.00-4	COMP PLAN UPDATE
Total SRF CONSULTING GROUP INC		\$1,160.88		
Paid Chk# 027485 11/13/2017 STORMS WELDING & MFG INC				
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$9,404.55	1009136	BLEACHER PROJECT
E 101-45200-220	Game Fund Disbursements	\$2,903.50	51028	VFW
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$2,903.50	51028	LEGION
Total STORMS WELDING & MFG INC		\$15,211.55		
Paid Chk# 027486 11/13/2017 TASC				
G 101-21713	Health Care Reimbursement Acct	\$15.00	IN1120573	COBRA ADMIN FEE
Total TASC		\$15.00		
Paid Chk# 027487 11/13/2017 TECHSTAR IT SOLUTIONS				
E 101-41400-200	Office Supplies (GENERAL)	\$723.75	7284	DESKTOP FOR STEVE
Total TECHSTAR IT SOLUTIONS		\$723.75		
Paid Chk# 027488 11/13/2017 THOMAS, MARK				
E 101-42200-331	Travel/Meeting Expense	\$439.70		CONFERENCE REIMBURSEMENT
Total THOMAS, MARK		\$439.70		
Paid Chk# 027489 11/13/2017 TITLE MARK				
G 101-22000	Deposits	\$900.00		116 N CENTRAL STEVE SCHRUPP B20071410
Total TITLE MARK		\$900.00		
Paid Chk# 027490 11/13/2017 TROCKE, LORI				
E 101-45200-220	Game Fund Disbursements	\$75.12		BATTERY REIMBURSEMENT

CITY OF NORWOOD YOUNG AMERICA

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***Check Detail Register©**

NOVEMBER 2017

		Check Amt	Invoice	Comment
Total TROCKE, LORI		\$75.12		
Paid Chk#	027491	11/13/2017	TWIN CITIES & WESTERN RAILROAD	
E 101-43100-440	Lease	\$500.00	M012721-IN	QUINQUENNIAL FEE FOR PERMIT
E 101-43100-440	Lease	\$500.00	M012722-IN	QUINQUENNIAL FEE FOR PERMIT
Total TWIN CITIES & WESTERN RAILROAD		\$1,000.00		
Paid Chk#	027492	11/13/2017	USA BLUE BOOK	
E 601-49400-210	Operating Supplies (GENERAL)	\$53.06	402204	CHLORINE, BUFFER PACK, FILTERS
E 602-49450-210	Operating Supplies (GENERAL)	\$53.05	402204	CHLORINE, BUFFER PACK, FILTERS
Total USA BLUE BOOK		\$106.11		
Paid Chk#	027493	11/13/2017	UTILITY CONSULTANTS	
E 602-49450-217	Lab Fees	\$746.40	96512	CBOD, TSS TESTING
Total UTILITY CONSULTANTS		\$746.40		
Paid Chk#	027494	11/13/2017	VERIZON WIRELESS	
E 101-42200-321	Telephone	\$175.05		FIRE DEPT ACT
E 601-49400-321	Telephone	\$193.95		
E 101-45200-321	Telephone	\$56.24		
E 101-43100-321	Telephone	\$131.22		
E 602-49450-321	Telephone	\$193.94		
Total VERIZON WIRELESS		\$750.40		
Paid Chk#	027495	11/13/2017	VOIGT, TONY	
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$89.73		
Total VOIGT, TONY		\$89.73		
Paid Chk#	027496	11/13/2017	WASTE MANAGEMENT	
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$287.33		GARBAGE REMOVAL
Total WASTE MANAGEMENT		\$287.33		
Paid Chk#	027497	11/13/2017	WIGFIELD DESIGN	
E 101-46500-210	Operating Supplies (GENERAL)	\$1,534.00	1071	VEHICLE DECALS
Total WIGFIELD DESIGN		\$1,534.00		
Paid Chk#	027498	11/13/2017	WM MUELLER & SONS INC	
E 101-43100-224	Street Maint Materials	\$40.00	17-373	2' CEMENT RISER RINGS
E 101-43100-224	Street Maint Materials	\$123.50	229886	TACK OIL
E 101-43100-224	Street Maint Materials	\$114.00	229887	1/2 MINUS
E 101-43100-224	Street Maint Materials	\$255.93	230166	1/2 MINUS
E 101-43100-224	Street Maint Materials	\$114.00	230167	1/2 MINUS
Total WM MUELLER & SONS INC		\$647.43		
Paid Chk#	027499	11/13/2017	XCEL ENERGY	
E 601-49400-381	Electric Utilities	\$2,310.23		104 3RD AVE SE
E 101-41940-381	Electric Utilities	\$1,943.23		
E 101-42200-381	Electric Utilities	\$385.16		
E 101-42500-381	Electric Utilities	\$11.61		

CITY OF NORWOOD YOUNG AMERICA

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***Check Detail Register©**

NOVEMBER 2017

		Check Amt	Invoice	Comment
E 101-43100-380	Street Lighting	\$3,211.63		
E 101-43100-381	Electric Utilities	\$406.01		
E 101-45200-381	Electric Utilities	\$924.32		
E 101-45500-381	Electric Utilities	\$1,151.48		
E 601-49400-381	Electric Utilities	\$666.69		
E 101-49860-381	Electric Utilities	\$44.82		
E 101-45200-381	Electric Utilities	\$23.47		710 RAILROAD ST W
E 602-49450-381	Electric Utilities	\$4,227.76		
	Total XCEL ENERGY	\$15,306.41		
<hr/>				
Paid Chk# 027500	11/13/2017	XTREME ELECTRICAL		
E 101-43100-223	Repair/Maintenance Bldg/Ground	\$206.02	17-9760	FIX POLE LIGHT
	Total XTREME ELECTRICAL	\$206.02		
	10100 CHECKING	\$189,577.40		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$161,854.33
251 HARBOR AT PEACE	\$267.95
601 WATER FUND	\$9,009.43
602 SEWER FUND	\$9,011.79
603 STORM WATER UTILITY	\$9,433.90
	\$189,577.40



TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: November 13, 2017

RE: Hiring of contractor for Snow Hauling

I solicited proposals from Curfman Trucking and Molnau Trucking for snow hauling for the 2017-2018 winter season. We bid out to contractor's for snow hauling to aid us in the removal of snow from our downtown corridor areas in a timely fashion. If we don't get extra help to haul snow we would have to wait until the trucks are done with their routes, clean all the salt out of the boxes, and prepare the tailgates and the spreaders to haul snow. Also both Curfman and Molnau offer bigger truck boxes for more capacity to speed up snow removal.

Suggested motion:

Motion to approve hiring Curfman Trucking for snow hauling during the 2017-2018 winter season.



CURFMAN TRUCKING & SNOW REMOVAL INC.

Telephone: (952) 467-3503
Cell: 952-292-5809
Fax: (952) 467-3591
DOT: 1150797

124 W Railroad St. Norwood Young America, MN. 55368
Mailing Address: PO Box 179 NYA, MN. 55368

Date: 10/23/17

Attn: City Of NYA

City of NYA
310 Elm St W
P.O. Box 59
NYA, MN 55368

Re:

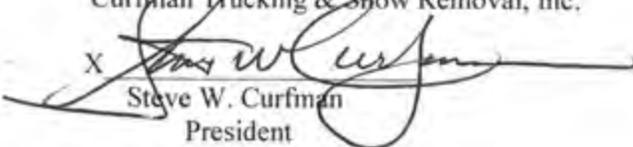
Our Company is submitting a bid for the above referenced job:

Service
By hour

Price per ton
\$70.00

Truly Submitting,
Curfman Trucking & Snow Removal, Inc.

X


Steve W. Curfman
President



TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: November 13, 2017

RE: Sale of Surplus Property

I propose selling a manhole pit pump to AWS (Automated Waste Systems) for \$800. Kevin Walter with AWS (formerly employed with Hydro Engineering who originally sold us the pump) has found a buyer that would have a use for the pump and would like to purchase it. After speaking with staff, I do not feel we'll need all the pumps that the City purchased during the 2014 flood. This is the smallest pit pump we purchased and we'll likely never get used again. After speaking with Administrator Helget he informed me that Attorney Squires suggested the City Council approve a motion to declare this pump as surplus property so the City can sell it. Below is a possible motion for your consideration.

Suggested Motion:

Motion to declare the manhole pit pump as surplus property and to sell it to Automated Waste Systems for \$800.00.



TO: Mayor and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: November 13, 2017
SUBJECT: Pour House / Pavilion Liquor License Follow-Up

On October 9, 2017, the City Council heard from Ryan Finnerty of The Pour House Pub regarding the liquor license at the Pavilion. Mr. Finnerty was requesting that the City consider requiring Pavilion renters to go through The Pour House Pub for all liquor needs.

During the discussion, a council member suggested to do a price comparison to see what the renter would be required to pay getting the liquor through The Pour House Pub and what the renter would pay if they were to get their liquor from an off-sale merchant (the renter is able to serve this liquor, but they cannot sell it).

Attached are the results of this comparison along with a letter from The Pour House Pub.

RECOMMENDATION:

Do nothing and continue with the current practice.

OR

A motion to require Pavilion renters to get alcohol from the current liquor license holder.

City of NYA.

We completed the sheet as much as possible, it is not usually how events are calculated and there are many variables.

- off-sale is different than on-sale, our costs are on-sale pricing.
- we do not serve canned beer, to be comparable, glasses of keg beer would need to be used.
- our soda is out of a gun, not by the can.

We would like to note that very, very few events, if any are fully funded. Meaning that the host pays for all the alcoholic beverages for the event. The costs we have listed are comparable to event centers around the area that do not allow outside alcohol to be brought in.

Nearly all the events are cash bars or partially funded up to a certain dollar amount. We have included the cost of drinks the cash bar as well. For the partially funded events, the organizer pays for a set amount of alcohol and then it becomes a cash bar when the prepaid cost has been consumed.

Outside of the focus on the cost of a rare full-service event, below are the main reasonings and advantages for our request to be the provider of alcoholic beverages for the pavilion.

- Our bartenders are trained to identify minors.
- Not allowing individuals to provide their own alcohol would be in line with surrounding communities.
- It would reduce the abuse of property behind the bar.
- Allowing The Pour House to be the provider for events would mean additional dollars for the city. 11% of all the alcohol sales for all events would go back to the city, instead of the few events throughout the year.

We would be more than happy to schedule a meeting to review and get a better understanding of this request.

Thanks,
The Pour House

LARGE EVENT

Mixed Drinks, wine and pop = 10 ounces Beer = 16 ounce

DRINK and BRAND	POUR HOUSE				RENTER PURCHASES ALCOHOL from off-sale merchant					COST OF LEFTOVER
	PRICE PER DRINK	PRICE FOR 100 DRINKS	PER BOTTLE		# OF DRINKS (1.5 OUNCE SHOT)	PER DRINK		PER 100 DRINKS		
			PRICE**	BOTTLE SIZE		LIQUOR COST	LIQUOR + SODA COST		# OF BOTTLES NEEDED	
Captain Coke	4.00	400.00	1.75 L	40	0.52	0.74	3	74.10	10.44	
Whiskey Sour Jim Bean	5.00	500.00	1.75 L	40	0.56	0.78	3	78.23	11.27	
Brandy 7 EJ	4.00	400.00	1.75 L	40	0.60	0.82	3	82.35	12.09	
Screwdriver Absolut	4.00	400.00	1.75 L	40	0.66	0.88	3	87.85	13.19	
Wine Barefoot Moscato	5.00	500.00	1.5 L	DRINKS/BOTTLE 6	2.20	2.20	17	219.82	4.40	
Beer one keg Coors Light		Price per keg 250.00						Price per keg 135.00		
Soda - Coke Products for mixed drinks	1.00	Price for 100 100.00	ounces per bottle 72	8	Price per soda 0.22		9	17.72		
Other	2 Bartenders	144.00	** Price includes 10% mark-up for tax, cups, mileage					Insurance	30.00	

These prices are added into the total

LARGE EVENT TOTAL FROM THE POUR HOUSE PUB

\$2,694.00

LARGE EVENT TOTAL FROM OFF-SALE MERCHANT

\$776.46

Merchant said that there would also be a discount (which is not reflected in these prices) for a large order such as this one.

SMALL EVENT

Mixed Drinks, wine and pop = 10 ounces Beer = 16 ounce

DRINK and BRAND	POUR HOUSE				RENTER PURCHASES ALCOHOL from off-sale merchant					COST OF LEFTOVER
	PRICE PER DRINK	PRICE FOR 5 DRINKS	PER BOTTLE		# OF DRINKS (1.5 OUNCE SHOT)	PER DRINK		PER 100 DRINKS		
			PRICE**	BOTTLE SIZE		LIQUOR COST	LIQUOR + SODA COST		# OF BOTTLES NEEDED	
Captain Coke	4.00	20.00	1.75 L	40	0.52	0.74	1	3.71	10.44	
Whiskey Sour Jim Bean	5.00	25.00	1.75 L	40	0.56	0.78	1	3.91	11.27	
Brandy 7 EJ	4.00	20.00	1.75 L	40	0.60	0.82	1	4.12	12.09	
Screwdriver Absolut	4.00	20.00	1.75 L	40	0.66	0.88	1	4.39	13.19	
Wine Barefoot Moscato	5.00	25.00	1.5 L	DRINKS/BOTTLE 6	2.20	2.20	1	10.99	2.20	
Beer 30 - 16 oz Coors Light	4.00	120.00					1 Case	25.29		
Soda - Coke Products for mixed drinks	1.00	Price for 30 30.00	ounces per bottle 72	8	Price per soda 0.22		9	17.72		
Other	1 Bartender	72.00	** Price includes 10% mark-up for tax, cups, mileage					Insurance	30.00	

These prices are added into the total

LARGE EVENT TOTAL FROM THE POUR HOUSE PUB

\$332.00

LARGE EVENT TOTAL FROM OFF-SALE MERCHANT

\$149.33



more than a place, it's home.

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: November 13, 2017
SUBJECT: Vivid Image Service Agreements

The City Council at its September 25th regular meeting approved a motion to hire Vivid Image to assist in the creation of a new City website and to host and manage the site at a cost not to exceed \$9,000.

Two agreements are enclosed. The first is the Agency Agreement which includes services to build the website. The second agreement is the Safe & Sound Hosting & Management agreement. Once the site goes live Vivid Image will monitor the performance of our site and be responsible for keeping it safe, secure, and running optimally.

The City Attorney's office has reviewed both agreements.

Suggested Motion:

Motion to approve the Agency Agreement and Safe & Sound Hosting & Management Agreement with Vivid Image.

Agency Agreement

Issued: November 10, 2017

Account Director: Amber Erickson

City of Norwood Young

America

310 Elm St W

Norwood Young America, MN

Agency Agreement between **us/we** (Vivid Image, Inc.) and **you** (**City of Norwood Young America**)

Summary: We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and when we both can expect a project to be finished. In this agreement, you won't find any complicated legal terms or long passages of confusing text. We've no desire to get you to sign something you don't understand or that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

You (**City of Norwood Young America**), located at 310 Elm St W, Norwood Young America, MN 55368 are hiring us (Vivid Image, Inc.) located at 897 Highway 15 S, Hutchinson, MN 55350 to be your Marketing Agency. Of course it's a little more complicated, but we'll get to that.

What do both parties agree to do? You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us everything we need to complete projects in a timely manner and in the format we need it. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to perform all services below, and provide all deliverables agreed to in all future accepted quotes, in a professional and competent manner. We'll strive to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

- Branding & Messaging
- Content Creation & Planning
- Ecommerce
- Email Marketing
- Graphic Design
- Logo & Print Design
- Marketing Consulting & Coaching
- Marketing Education
- Marketing Strategy
- Mobile Marketing
- Paid Search – example: Google AdWords
- Project Management

- Search Engine Optimization
- Social Media Community Management
- Technical Support
- Website Design & Development
- Website Hosting

Who owns what? We will provide you a finished product(s) unique to each accepted quote. When your final payment has cleared, copyright will be automatically assigned as follows:

When possible and upon your request, we'll give you finished, final files. You own all elements of text, images and data you provided, unless someone else owns them (example: logos supplied by your vendor).

- We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, **at no cost other than the cost of the finished product**, exclusively and in perpetuity
- Unless specifically noted in the quote, we will provide a finished product (example: website, brochure, social media campaign). The finished product may be made up of individual parts and pieces that may not be licensed to you for future use on their own (example: stock photography).

All preliminary concepts and ideas not used in the final product, as well as work we do that is rejected by you remains the property of Vivid Image.

You guarantee that all elements of text, images, and artwork you provide are either owned by you, or that you've permission to use them. We are in no way responsible for anything used in your marketing materials (digital or print) that you have provided. In the event of any copyright infringement, Vivid Image cannot be held responsible for the use of any text, images, and artwork you have provided.

We guarantee that all services, text, images, and artwork we provide are either owned by us or we have the legal rights to use them for your project. **In the event that Vivid Image does not own or have the legal right to use services, texts, images, and artwork for your project, you cannot be held responsible for the use of said services, texts, images, and artwork in your project, and we shall indemnify and hold you harmless for any damages arising thereof.**

We love to show off our work and share what we've learned with other people, so we reserve the right, with your **written** permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

Bug-Free Guarantee: We will provide fixes for any bugs or issues included in the scope of all future projects reported within the grace period of 30 days following the date of project completion. Any issues or bug fixes requested after the 30 day grace period will be billable to you. Because of this, you agree to thoroughly check over your project within the 30 day grace period.

Payment Terms: We do our best to respond quickly to your needs. To keep everyone happy we ask the following of you.

- Our payment options are cash, check, Visa & MasterCard.
- Time is billed in 15 minute increments.
- Our payment terms are Net 15.
- If we have not received your payment in our office by its due date, we may apply a late fee of \$20.00 **per month**. The late fee may be reapplied each month your account is overdue.
- If you change your billing contact from what you gave us on your Client Info Form, it's your responsibility to let us know as soon as possible. We need current contact info (email address) so we can get your invoices to you so you can pay them in a timely manner.
- If your check is returned, there will be a \$30.00 charge.

Non-Solicitation of Employees: We invest in you and our employees. You agree not to, at any time during this Agreement, or for two years after the end of this Agreement, solicit any of our employees to work for you. We may seek injunctive relief to enforce this provision, so avoid the hassle and just don't do it.

Length of Agreement: This Agreement is good for 12 months. It will automatically renew in one year terms unless either one of us terminates with 30 days written notice after the initial 12 months.

Legal stuff: Due to the ever-changing nature of the Internet, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them, **unless such damages are caused by the willful misconduct or gross negligence of Vivid Image, its employees, or agents.** Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Entire Agreement: We both agree that this Agreement supersedes any prior agreement, understanding or arrangement between us, whether verbally or in writing.

But where's all the horrible small print? Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of Minnesota courts.

Data: You own all of the data that you, your employees, or your agents provide to us or that you, your employees, or your agents transmit through our hosting services. All data you, your employees, or your agents provide or transmit is confidential, and we will not disclose, release, duplicate, or reproduce any of your data to or for any third party without written permission from you. Upon termination of this Agreement, we will return to you all data owned by you that is in our possession.

The dotted line:

VIVID IMAGE

DATED: _____

By: _____

Its: _____

CITY OF NORWOOD YOUNG AMERICA

DATED: _____

By: _____

Its: _____

Safe & Sound Hosting Agreement

Issued: November 10, 2017

Account Director: Amber Erickson

City of Norwood Young America
310 Elm St W
Norwood Young America, MN
55368

Summary: You, City of Norwood Young America, located at 310 Elm St W, Norwood Young America, MN 55368 are hiring us (Vivid Image, Inc.) located at 897 Highway 15 S, Hutchinson, MN 55350 to host your website and emails (if applicable).

What do both parties agree to do? You: You have the authority to enter into this contract on behalf of yourself, your company or your organization.

Us: We have the experience and ability to perform all services below in a professional and competent manner.

Your Safe & Sound Hosting Plan includes the following for the amount of **\$720.00 per year**.

- Hosting on our dedicated servers for your WordPress site
- SSL Certificate providing encryption and authentication for your website
- Set up and access to Google Analytics
- 5 business email accounts - Outlook desktop, mobile, and Webmail access
 - Additional accounts available at an additional charge
- Updates to WordPress core & all plugins as released and deemed stable
- Premium Plugins used on your site enjoy the use of Vivid Image's licenses
- Daily Backups
- Streamlined, Editor roles for all WordPress users of your site
 - We keep things as simple as possible for you
- Access to our online training community
- Complimentary access to our training courses with an unlimited number of attendees
 - Most are available via webinar

- Access to our online training community
- Complimentary access to our training courses with an unlimited number of attendees
 - Most are available via webinar

Website Ownership Rights: You own all versions of your website that can be used for your business use.

- WordPress, Themes, Child Themes, and Plug-ins used to create your website may have their own licensing. You must comply with all third-party licenses.
- Vivid Image manages these licenses when you host your website with us.

Upon full payment of all outstanding invoices due, Vivid Image will provide you one copy of website files upon request.

Site Backup: We keep a daily backup of your website. In the event your website becomes compromised, we will work to restore your site as quickly as possible. Depending on the nature of the compromise, we may need to contact you to help update your DNS records (if you manage them yourself).

Technical Support: We have a suite Technical Support tools to provide you assistance for your website and email accounts. Vivid Image is committed to providing you with great user experience by supplying responsive Technical Support.

- Website Based Tutorials - <http://training.vimm.com/>
- Online Client Support - <https://vimm.com/support/>
- Tech Team – Monday through Friday 8am to 5 pm CST (excluding holidays)
- After Hours Emergencies – email 911@vimm.com

Technical Support is generally included as part of your Hosting Plan. There may be issues that come up that are excluded though. Issues arising from problems associated directly with your computer, software installed on your computer, or user error may be outside of this scope of service and may be billed current hourly rates. **We will notify you in writing before providing you with and billing you for Technical Support that is outside the scope of this Agreement.** Our Technical Support is provided on a reasonable basis via telephone, email, or web based programs only.

Length of Agreement: This Agreement is good for 12 months. It will automatically renew in one year terms unless either one of us terminates with 30 days written notice after the initial 12 months.

Cancellation: If you decide to move your website/web application to another server/host, you will need to submit our Hosting Cancellation Form. Please be aware that there may be custom functionality that may not work exactly as designed on servers other than ours.

Upon full payment of all outstanding invoices, we will release and/or assist with the transfer of your site and your domain names. If you need our help to set up your site, migrate your email addresses to a new host, transfer your domain names to a new registrar, or any other assistance, we will be happy to help at our current Technical Support hourly rates.

Legal Stuff: We shall not be liable for non-performance caused by circumstances beyond our control including, but not limited to; fires, disruptions in the overall performance of the Internet network, Internet hacking, conflicts with 3rd party applications used within your site, and similar occurrences. When at all possible, we will provide you advance notice of any planned maintenance or upgrades to the systems that may affect your **employees' access and use of the** website or email. You acknowledge that we don't provide any guarantee of disaster recovery of your website.

Data: You own all of the data that you, your employees, or your agents provide to us or that you, your employees, or your agents transmit through our hosting services. All data you, your employees, or your agents provide or transmit is confidential, and we will not disclose, release, duplicate, or reproduce any of your data to or for any third party without written permission from you. Upon termination of this Agreement, we will return to you all data owned by you that is in our possession.

The dotted line:

VIVID IMAGE

DATED: _____

By: _____
Its: _____

CITY OF NORWOOD YOUNG AMERICA

DATED: _____

By: _____
Its: _____



more than a place, it's home.

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: November 13, 2017
SUBJECT: Resolution 2017-25, Amending Resolution 2016-20, Outdoor Storage
Nonconforming Use at 309 First Street NE

At the October 23rd regular City Council meeting, the Council reviewed and discussed the outdoor storage nonconforming use at 309 First Street NE. The Council tabled Resolution 2017-25 to give the property owner, Tim Anderson, until November 1st to move the outdoor storage items that are located outside the defined storage area.

The Council at its October 9th regular meeting consented to consider amending Resolution 2016-20, extending the deadline for the fencing installation requirement to May 1, 2018. Tim Anderson, the owner of the property and of Pioneer Storage & Rental was present at the meeting and requested the fencing requirement be waived and that he be allowed to utilize more of the property for outdoor storage.

The subject property is currently zoned R-3, Medium Density Mixed Residential. The commercial outdoor storage on the subject property is a nonconforming use. At or about the time Mr. Anderson purchased the property, staff determined that the nonconforming use of the property had been terminated with the exception of 10% which is illustrated in the aerial photo attached to Resolution 2017-25. At the October 9th meeting, Mr. Anderson stated he'd move all the commercial outdoor storage items to the defined storage area.

Enclosed is Resolution 2017-25 which amends Resolution 2016-20 and extends the fencing installation deadline to May 1, 2018 and it also requires a six foot (6') high galvanized chain link fence be installed.

Suggested Motion:

Motion to approve Resolution 2017-25, A Resolution amending Resolution 2016-20, a Resolution determining certain outdoor storage as a legal nonconforming use at 309 First Street NE.

RESOLUTION 2017-25

A RESOLUTION AMENDING RESOLUTION 2016-20, A RESOLUTION DETERMINING CERTAIN OUTDOOR STORAGE AS A LEGAL NONCONFORMING USE AT 309 FIRST STREET NE

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

WHEREAS, the property located at 309 First St. NE, including PID # 58.0510520 (the "Property") is zoned R-3 (Medium Density Mixed Residential); and

WHEREAS, the permitted uses for properties in the R-3 Zoning District include single-family dwellings; twin homes; two-family dwellings; townhomes up to 4 units per attached group; a State licensed residential facility serving six (6) or fewer persons, a State licensed day care facility serving 12 or fewer persons, and a group family day care facility licensed under Minnesota Rules, parts 9502.0315 to 9502.0445 to serve 14 or fewer children; and public parks, open spaces and other recreational uses, non-commercial in nature; and

WHEREAS, the Property has historically been utilized for commercial storage; and

WHEREAS, Tim Anderson and Wayne Anderson, Pioneer Storage & Rental LLC (the "Applicants") have requested a determination on the amount of business related outdoor storage that will be permissible at their property located at 309 First Street NE; and

WHEREAS, City staff have determined the property to be 1.05 acres or 45,738 and have researched the non-conforming use and the intensity of outdoor storage and determined that it decreased markedly between 2013 and 2015.

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

1. Outdoor Storage in the R-3 District is not a permitted or conditionally permitted use.
2. The Use appears to be consistent with the historical use of the property for commercial storage, subject to conditions listed below.
3. The Use appears that it will not result in an expansion of the legal nonconforming use of the Property, defined by Ordinance as an increase of outdoor storage or intensification of the performance standards listed in Section 1245.01 of Chapter 12-Zoning of the Norwood Young America City Code, subject to conditions listed below.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby determines that the Use of the Property meets the provisions of Section 1215 of Chapter 12-Zoning of the Norwood Young America City Code and hereby approves the Applicant's use of the Property for commercial storage, subject to the following conditions:

1. The Applicant shall not utilize more than 10% (4,574 square feet) of the entire parcel for outdoor storage.
2. All storage permitted must be maintained to the south of the existing building as illustrated on the attached aerial photograph and kept in a neat and tidy manner.
3. The materials stored outdoors shall be restricted to boats, campers, RVs, and fish houses.
4. The interior use of the existing buildings shall be limited to storage.
5. At no time shall there be storage of any vehicles, materials, equipment or similar that will result in the emission of noise or vibration, smoke and particulate matter, refuse, or odor, or any other performance standards as established in Chapter 12-Zoning or that create a nuisance as defined in Chapter 6-Nuisances of the Norwood Young America City Code.
6. This approval shall expire one year after the date of adoption unless the Applicants have commenced operation of the Use on-site.
7. This approval is subject to installation of a six foot (6') high galvanized chain link fence around the defined outdoor storage area as identified in the attached aerial photo and also to all applicable codes, regulations, ordinances, and conditions of this Resolution 2017-25 and violation thereof shall be ground for revocation. The deadline for installation of the fencing is May 1, 2018.
8. The site shall be subject to inspection and review by the City for compliance with the provisions of this Resolution 2017-25.
9. The nonconforming continuance rights for the Property, approved under this Resolution 2017-25 shall be revoked if the Use ceases for more than 12 consecutive months.
10. The property owners have been consulted with and they are in agreement that the non-conforming use of the property for commercial outdoor storage has been terminated except for the 10% or 4,574 square feet and hereby agree to limit the storage area as illustrated in the attached aerial photograph.

Adopted by the City Council this 13th day of November 2017.

CITY OF NORWOOD YOUNG AMERICA

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer

309 1ST ST NE

4th Ave NE

1st St NE

4th Ave NE

5th Ave NE

Main St E

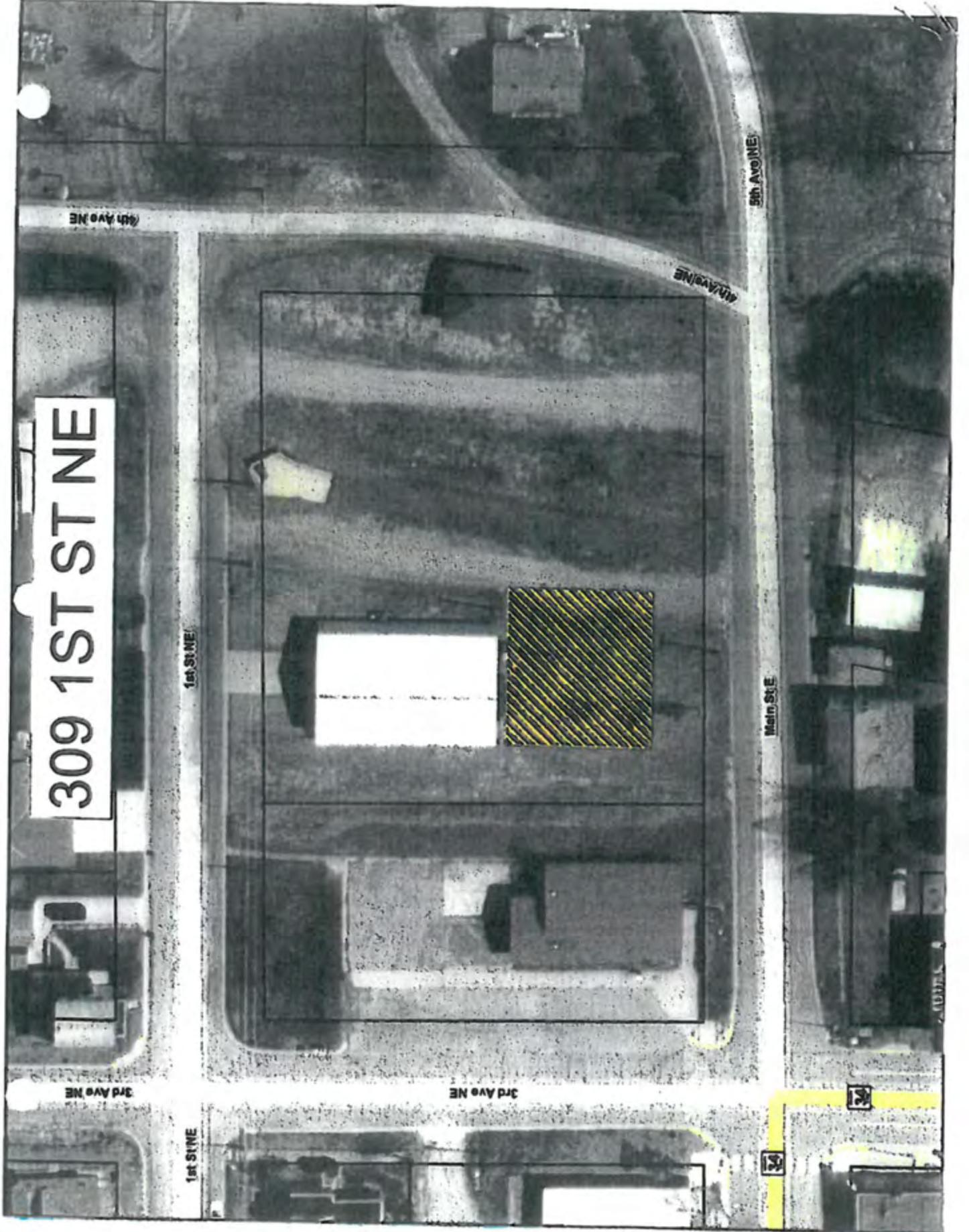
3rd Ave NE

1st St NE

3rd Ave NE

3rd Ave NE

3rd Ave NE





TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: November 13, 2017
RE: Resolution 2017-26 Opting to Increase Retirement Benefit Level for Firefighters

The Norwood Young America Volunteer Firefighters joined the Statewide Volunteer Firefighters Retirement Plan in January of 2013. Since this time, the benefit level has been \$2,000 per year. The Fire Department requested and received a cost analysis of the benefit level from the Public Employees Retirement Association (PERA). Increasing the benefit level to \$2100 per year would cost approximately \$2410. This is a budgeted item.

Recommendation:

To approve Resolution 2017-26, a resolution opting to increase the benefit level for vested Norwood Young America Firefighters.

RESOLUTION 2017-26

A RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS WHO ARE VESTED IN THE VOLUNTARY STATEWIDE VOLUNTEER FIREFIGHTER RETIREMENT PLAN

The City Council of Norwood Young America, Minnesota, does ordain:

WHEREAS, The City previously authorized the fire department to join the Voluntary Statewide Volunteer Firefighter Retirement Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS, The City requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the Voluntary Statewide Volunteer Firefighter Retirement Plan from PERA not more than 120 days ago; and

WHEREAS, The City understands that Minnesota statute allows an increase in benefit levels if the plan is fully funded, but does not have provisions for a decrease in benefit levels; and

WHEREAS, The City highly values the contributions of City Fire Department members to the safety and well-being of our community and wishes to safeguard their pension investments in a prudent manner.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Norwood Young America, Minnesota:

1. The City hereby approves an increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Voluntary Statewide Volunteer Firefighter Retirement Plan administered by PERA at the \$2100 benefit level per year of service, effective January 1, 2018; and
2. The City Clerk and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Norwood Young America, on this 13th day of November 2017.

BY:

ATTEST:

Mayor

Kelly Hayes, City Clerk/Treasurer

Public Employees Retirement Association of Minnesota

60 Empire Drive, Suite 200
St. Paul, MN 55103-2088
Phone: 651-296-7460 or 1-800-652-9026
Website: www.mnpera.org



September 8, 2017

PERA ID 8554-01

Kelly Hayes
City of Norwood Young America
PO Box 59
Norwood Young America MN 55368

We received your request for a cost analysis to estimate the cost of increasing the benefit level in the statewide volunteer firefighter retirement plan administered by PERA. Based on the information from **December 2016**, we have developed this spreadsheet and a cost analysis for the benefit levels you requested. The results are shown below.

A. Benefit Level (per year of service):	\$ 2,100	\$ 2,200	\$ 2,300	\$ 2,400
B. Estimated yearly normal cost:	70,594	73,562	76,541	79,509
C. Estimated yearly admin expenses:	1,110	1,110	1,110	1,110
D. Estimated beginning asset value:	779,149	779,149	779,149	779,149
E. Estimated beginning liability:	837,702	871,292	904,677	938,267
F. Estimated Deficit Amortization Payment ((E-D)/10):	5,855	9,214	12,553	15,912
G. Estimated Total Required Contribution (B+C+F):	77,559	83,886	90,204	96,531
H. Estimated Investment Income (D x 6%):	46,749	46,749	46,749	46,749
I. Estimated Fire State Aid (2016 Amount):	28,400	28,400	28,400	28,400
J. Estimated Municipal Required Contribution (G-H-I):	\$ 2,410	\$ 8,738	\$ 15,055	\$ 21,382
Funding Ratio	93%	89%	86%	83%

Please note that these are estimates only. Should you choose to increase your benefit level in the statewide plan on January 1, 2018, in accordance with *Minnesota Statutes Section 353G.11 Subdivision 2* we will recalculate the required municipal contribution for December 31, 2018, and provide that information to the city soon after we receive the authorization for the benefit increase. The figures shown above on Line J are estimates of required municipal contributions that would be due on December 31, 2018 and beyond at the given benefit levels.

The estimate calculations were based on member information that was available as of December 2016. Please review the membership data and make any corrections to that data. If you return that to me, I will prepare an updated cost estimate for you to review.

If you have any questions, please do not hesitate to contact me by phone (651-201-2648) or by email at david.andrews@mnpera.org.

Sincerely,

A handwritten signature in cursive script that reads "David Andrews".

David Andrews
Accounting Supervisor, PERA

RESOLUTION 2012-32

RESOLUTION SETTING THE ANNUAL LUMP SUM BENEFIT FOR THE NORWOOD YOUNG AMERICA FIREFIGHTERS RELIEF ASSOCIATION

WHEREAS, the Norwood Young America Firefighter's Relief Association is a governmental entity that receives and manages public money to provide retirement benefits for individuals providing the governmental services of firefighting; and

WHEREAS, the purpose of the Norwood Young America Firefighter's Relief Association is to provide retirement relief and other benefits to its members and dependents; and

WHEREAS, any amendments proposing a change in the amount of benefits or pensions must be approved by the City Council.

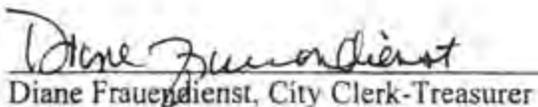
NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Norwood Young America, Carver County, Minnesota, that the annual lump sum benefit for the Norwood Young America Firefighters Relief Association be set at \$1,700.00 effective 1-1-2013.

Adopted by the City Council this 10th day of September 2012.

CITY OF NORWOOD YOUNG AMERICA


Mayor

ATTEST:


Diane Frauentdienst, City Clerk-Treasurer

RESOLUTION 2012-44

A RESOLUTION OPTING TO JOIN THE VOLUNTARY STATEWIDE LUMP-SUM VOLUNTEER FIREFIGHTER RETIREMENT PLAN

WHEREAS, The City is authorized to join the Voluntary Statewide Lump-Sum Volunteer Firefighter Retirement Plan administered by the Public Employees Retirement Association (PERA), and

WHEREAS, The City and the City's Fire Department Relief Association have jointly consented to and obtained a cost analysis for joining the Voluntary Statewide Lump-Sum Volunteer Firefighter Retirement Plan from PERA not less than 90 days ago; and

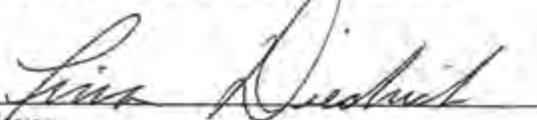
WHEREAS, The City highly values the contributions of City Fire Department members to the safety and well-being of our community and wishes to safeguard their pension investment in a prudent manner.

NOW, THEREFORE BE IT RESOLVED, by the city council of Norwood Young America, Minnesota:

1. The City hereby approves coverage by and requests participation in the Voluntary Statewide Lump-Sum Volunteer firefighter Retirement Plan administered by PERA under the terms provided in the PERA cost analysis at the \$2000 benefit level per year of service; and
2. The City Clerk and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

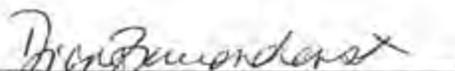
Adopted by the Council this 13th day of November 2012.

CITY OF NORWOOD YOUNG AMERICA



Mayor

ATTEST:



Diane Frauendienst, City Clerk-Treasurer



more than a place, it's home.

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: November 13, 2017
SUBJECT: Resolution 2017-27, Support Funding for U.S. Highway 212: A Corridor of Commerce

The Minnesota Department of Transportation (MnDOT) is planning to ask for stakeholder and public input on the use of \$400 million in funding authorized by the legislature for highway projects through the Corridors of Commerce program. The Southwest Corridor Transportation Coalition is asking members to approve a resolution of support for U.S. Highway 212 work that will expand the corridor and improve safety and the flow of freight movement which the Corridors of Commerce program was designed to facilitate.

Enclosed is the proposed Resolution 2017-27 which supports the Coalitions efforts to seek funding.

Suggested Motion:

Motion to approve Resolution 2017-27, Support Funding for U.S. Highway 212: A Corridor of Commerce.

RESOLUTION 2017-27

Resolution in Support of Funding for US Highway 212: A Corridor of Commerce

WHEREAS, US Highway 212 serves a critical role in connecting Greater Minnesota to Twin Cities markets in the Metropolitan Area and has been designated an Interregional Corridor while also being placed on the National Highway System; and

WHEREAS, US Highway 212 is heavily used by freight traffic with 1,850 heavy trucks in the corridor daily and freight traffic in Southwest Minnesota will potentially grow by 200 percent by 2030, increasing truck traffic on Highway 212 dramatically; and

WHEREAS, The Corridors of Commerce program was created to accelerate improvements to corridors that are not being addressed through the regular program, including projects that span multiple MnDOT districts, and the legislature specifically identified US Highway 212 as a Corridor of Commerce in legislation passed in 2017; and

WHEREAS, Traffic volumes in year 2030 are forecast to increase to between 21,000 and 28,000 vehicles per day or two to three times the existing traffic volumes, exceeding the capacity of the existing two-lane facility; and

WHEREAS, An Environmental Assessment has been approved for the 4.6 mile 2-lane gap between Cologne and Carver and the project is ready for construction upon securing right-of-way and final design; and

WHEREAS, forty-one communities and local chambers of commerce have passed resolutions supporting improvements to Highway 212 to expand the capacity of this highway and the Board of Commissioners of every county along the corridor has passed such a resolution; and

WHEREAS, the current highway poses serious safety problems as it switches from a four-lane facility west of Chaska to a two-lane highway, then switches back to a four-lane highway around Cologne and back to a two-lane highway from Cologne to Norwood Young America and would be much safer and much better able to handle present and projected traffic flows if it were a continuous four-lane highway through this area; and

WHEREAS, Congress and the State of Minnesota have recognized the need to expand this critical trade link to the Twin Cities Metropolitan Area and have previously provided funding through the ISTEA Transportation Authorization bill, TEA-21 Authorization bill, the 2002 Transportation Appropriations bill, the 2003 Transportation Appropriations bill, the 2004 Transportation Appropriations bill and SAFETEA-LU; and

WHEREAS, Multi-modal connections to or near Highway 212 include: freight rail lines, intermodal terminals, park-and-ride lots, transit service, state trails and airports.

NOW, THEREFORE, BE IT RESOLVED that City of Norwood Young America, strongly supports the inclusion of funding from the Corridors of Commerce program to support the \$110 million of needed improvements that will complete the highway to a continuous four-lane highway to Norwood Young America and that any maps or lists of Corridors of Commerce highways include US Highway 212.

Adopted by the City Council this 13th day of November 2017.

CITY OF NORWOOD YOUNG AMERICA

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer



more than a place, it's home.

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: November 13, 2017
SUBJECT: The Preserve 5th Addition Development Agreement – Amendment Proposal

In respect to The Preserve 5th Addition, Scott Loomis, Loomis Homes, is requesting an amendment to the Development Agreement so they would be allowed to obtain building permits and commence construction on lots 19, 20, 21, 22, 23, block 3; lots 4 and 5, block 1; and lots 4 and 5, block 2 without the completion of certain improvements (see enclosed letter). As stipulated in the Development Agreement certain improvements are required to be completed prior to the issuance of building permits and construction of a dwelling.

Enclosed is the pertinent section of the Development Agreement which addresses the improvements to be completed. Specifically, Articles VIII, IX, and X identify the improvements which are: 1) installation of a street lighting system; 2) installation of all public and private utility services; 3) installation of hard street surface; and 4) installation of sidewalk.

Mr. Loomis states in his letter that they will not have sidewalk and street lighting installed and therefore is requesting an amendment to the Development Agreement to allow them to move ahead with applying for building permits and commencing construction without those particular improvements completed.

If the Council elects to consent to an amendment to the Development Agreement, such an amended agreement would be prepared and presented at a future meeting for consideration.

Suggested Motion:

No motion is required.



Loomis Homes LLC
1458 White Oak Dr
Chaska, MN 55318
Scott Loomis
Chief Managing Officer
Scott@loomis-homes.com
952-200-8838

November 9, 2017

City of Norwood Young America
Attn: Steve Helge, City Administrator
310 Elm Street West
P.O. Box 59
Norwood Young America, MN 55368

RE: The Preserve 5th Addn

Dear Steve:

Due to pending weather we won't be able to get all roads in at The Preserve 5th Addition. We are asking for an amendment to the Developer's Agreement allowing us to pull permits on lots 23,22,21,20 and 19 of block 3, lots 4 and 5 of block 1 and lots 4 and 5 of block 2. All the utilities and streets will be in for this portion of the development. However, we won't have the sidewalk or street lights in. This amendment will allow us to get a head start for the spring market.

Please call me with any questions or concerns you may have at 952-200-8838.

Sincerely,

Scott Loomis, CMO
Loomis Homes, LLC

VIII. Street Lighting Systems.

The Developer agrees to provide a street lighting system according to City and Electric Company standards. The street lighting system shall be substantially identical to the system of street lights in the Preserve Development. The street lighting system shall be completed and energized prior to the issuance of any building permits.

IX. Utilities.

The Developer agrees that all utilities installed in the Subdivision shall be underground; specifically including all the electrical, telephone, cable television and gas service. The Developer hereby represents that these services will be available to use prior to occupancy of any dwelling in the Subdivision.

X. Occupancy.

No occupancy of any building in the Subdivision shall occur until water, sanitary sewer, and a hard driving surface on necessary streets are available for use. Sidewalks as they abut a particular lot shall be installed and completed prior to commencement of any excavation or construction for a dwelling upon any particular lot.

XI. Permits.

During the performance of this Agreement, the Developer, to the extent necessary, shall promptly apply for and obtain all permits, approvals, licenses, or other documents from any and all necessary government agencies (which may include the City, Carver County, Minnesota Pollution Control Agency, Carver County Water Management Organization and Department of Natural Resources) as concerns any activity the Developer may engage in upon the property.

XII. Park Dedication.

Developer agrees to deed Outlot A on the plat to the City. Developer shall also deed trail easements as identified on the plat and construct and maintain trails within the easements as identified in construction plans to be approved by the City. Developer shall also grant to the City a trail easement between Lots 8 and 9, Block 3. No additional monetary amount shall be required of the Developer.

XIII. Insurance.

The Developer shall provide and maintain at all times during the process of constructing the project and Developer Improvements the following:

THE PRESERVE 5TH ADDITION INSET A

PLAT FILE NO.
C.A. DOC. NO.



NOTES:
1. ALL DISTANCES ARE TO CENTER OF ROAD UNLESS OTHERWISE NOTED.
2. ALL DISTANCES ARE TO CENTER OF ROAD UNLESS OTHERWISE NOTED.
3. ALL DISTANCES ARE TO CENTER OF ROAD UNLESS OTHERWISE NOTED.





more than a place, it's home.

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: November 13, 2017
SUBJECT: Oak Grove Senior Residence Snow Removal Agreement

Currently, the City and the Carver County CDA have an agreement that provides for the cost sharing of the ground maintenance at Oak Grove. In 2016, the City Council discussed and directed staff to pursue reaching an agreement with the CDA for the City to provide the grounds maintenance versus contracting it out. This past summer the City provided the mowing/weeding service.

Enclosed is a scope of work and cost proposal for the City to provide the snow removal service for the 2017-18 winter season.

Suggested Motion:

Motion to approve the Scope of Work and Bid for Snow Removal Related Services for 2017-2018 at Oak Grove and to enter into an Agreement with the Carver County CDA for said services.



Scope of Work and Bid Form for Snow Removal Related Services for 2017-2018

Oak Grove Senior Residence

The above property requests a written proposal for snowplowing and related services for the **2017-2018** season.

Please provide a complete proposal package and return to Carver County CDA no later than **ASAP**. By submitting a proposal for **Oak Grove Senior Residence**, you are agreeing to all the terms in this bid document.

Submittals: Attachment A - Pricing Sheet

Please submit proposals to: Dave Beddoe
Director Property Management
Carver County CDA
705 N. Walnut Street
Chaska, MN 55318

I. Scope of Work

A. Scope

- a. Contractor agrees to furnish all labor, materials, tools, equipment, machinery and supervision, if necessary, to successfully complete snow removal services when the following occurs: an average of 1" snowfall for sidewalks and 2" for parking lots; in a timely and professional manner.
- b. Walks to be salted/sanded after snow removal (salt to be provided by property)
- c. Main drive areas will be opened by 6:30 am and/or 5:00 pm to enable travel to and from complex.
- d. Main drives to be plowed every four (4) inches during heavy snow falls.
- e. At each occurrence of lot clean up (curb to curb), an application of salt/sand is to be applied in all lots.
- f. During blowing conditions, properties will be checked and cleared as necessary.
- g. Final clean up-Parking lots to be plowed curb to curb the next business day following the end of snow fall. A start time will be determined by the contractor in coordination with the property. All vehicles will be removed from the site prior to the start of snow plowing or will be towed by management.

B. Equipment

- a. Contractor recognizes that various equipment may be required to fulfill scope requirements and acknowledges that he/she owns or has access to equipment necessary to fulfill scope requirements.

II. Special Conditions

- A. Insurance and Licensure-Contractor is prepared and agrees to provide proofs of insurance and licensure(s), as defined below, upon notification of bid acceptance.

The following insurance requirements apply:

- a. Workers Compensation insurance coverage per MN Statutes. In addition, general contractor must provide proof of insurance, whether or not the owners are covered or there are any employees.
- b. Commercial General Liability insurance of not less than \$1,000,000. The property/Carver County CDA shall be an additional name insured on the prime contractor's insurance policy.
 - i. Certificates of Insurance-Before beginning work and annually thereafter, until all work under this bid is complete, Contractor shall furnish to the property, a certificate or certificates of insurance demonstrating the required coverage.



- c. Automobile Liability insurance of not less than \$1,000,000.
 - d. Failure to Insure. The failure to carry the required insurance coverage, or to furnish the required certificate or certificates of insurance, shall be a material breach of contract.
- B. Damages-Contractor may be held liable for damages to such items as sprinkler heads, concrete, asphalt or other items damaged by the Contractor or contractor's agents during snow removal. We will notify contractor of areas with damage so they can make necessary repairs. Otherwise, charges will be assessed by June 2018 for any items not repaired.
- C. Declaration of Indemnification: The contractor shall indemnify and hold harmless the owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: a) is attributable to bodily injury, sickness, disease or death or to injury or to destruction of tangible property – other than work itself – including the loss of use resulting there from; and b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the owner or any of their agents or employees, by any employees of the contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount of type of damages, compensation or benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

III. Data Privacy

All rules and regulations set forth in the Minnesota Government Data Privacy Act [coded as Minnesota Statutes, Chapter 13, Sections 13.01 through 13.99], particularly those rules and regulations which address information about persons receiving assistance from the CCCDA and/or the location of CCCDA assisted housing, shall be complied with.

IV. Contract Modifications

The property may, at any time, by written order designated or indicated to be a Change Order, make changes in the work within the general scope of work. The Contractor must assert its right for such a change order by submitting a written statement describing the general nature of the change in work and the cost and/or additional time required.

V. Payment:

The property shall pay the Contractor at the unit prices provided in Attachment A, which will become part of the contract.

The Contractor shall be required to submit detailed billing to the property. Payment shall be made according to monthly Billings. All invoices submitted for payment will be processed within 30 days, as long as all necessary documentation is provided.

Invoices shall list unit address, if applicable.

VI. Fair Housing Policy

- a. Contractor acknowledges and understands that Carver County CDA is a housing provider that complies with and operates within the requirements of Federal, State, and local fair housing law. Carver County CDA does not discriminate against any person on the basis of race, color, religion, sex, handicap, familial status, or national origin.
- b. Sexual harassment is a form of discrimination that violates fair housing law. Carver County CDA does not tolerate sexual harassment of residents or employees.
- c. Contractor agrees to comply with all Federal, State, and local fair housing laws. Contractor understands that any act of discrimination or sexual harassment in violation of these laws shall constitute a breach of this agreement.



Attachment A-Pricing

Proposed Costs: The undersigned offers and agrees, if this Bid is accepted within thirty (30) calendar days, to the following unit pricing:

DESCRIPTION	PROPOSED UNIT COST
Plowing parking lot and drive areas	Per parking lot \$60.00 – Flat Fee
If you charge by inches, please indicate range below and amounts in unit cost:	
<u>1½ to 2 inches</u>	<u>\$130.00</u>
<u>2 to 6 inches</u>	<u>\$175.00</u>
<u>6 to 10 inches</u>	<u>\$235.00</u>
<u>10+ inches</u>	<u>\$375.00</u>
Sidewalks – snow removal	Per hour \$110.00
Salt/sanding – parking lot	Per parking lot \$65.00
Salt/sanding – sidewalks	Per hour \$50.00
Bobcat, if necessary	Per hour \$90.00
Dump truck – snow removal, if necessary	Per hour \$70.00
Loader, if necessary	Per hour \$150.00

- Note:**
- a. Hourly rates shall include labor, taxes, fees and other support costs.
 - b. The bid is not valid unless pricing is submitted for each item.

Submitted by (business name/address/phone/fax):

By: _____
Signature

Print Name

Date





more than a place, it's home.

TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 13, 2017

SUBJECT: Surface Water Management Plan

Due to the update of the City's Comprehensive Plan, triggered is an update of the City's Surface Water Management Plan which was last updated in 2013. Enclosed is a letter from Bolton & Menk which identifies what the update would entail. The cost for updating the plan in 2013 was \$10,000. Given the potential cost, proposed is to discuss whether or not to solicit a proposal from only Bolton & Menk or to solicit one from SRF Consulting Group who the City has hired to complete the 2040 Comprehensive Plan update.

Suggested Motion:

Motion to solicit a proposal(s) for consulting services to update the City's Surface Water Management Plan from _____.



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

November 3, 2017

City of Norwood Young America
Attn: Steve Helget
310 Elm Street West
Norwood Young America, MN 55368

RE: Surface Water Management Plan Update

Dear Mr. Helget:

As requested, we have prepared a scope of services and fee estimate for completing the Surface Water Management Plan Update for the City. Based on our understanding of the project, we propose the following scope of work:

Surface Water Management Plan Update

- Conduct an initial meeting with City staff to coordinate plan components and schedule.
- Coordinate and meet with reviewing agencies as necessary to ensure plan is proceeding in accordance with regulatory requirements (i.e. Carver County Water Management Organization, Metropolitan Council, and/or the Board of Water and Soil Resources).
- Evaluate existing Surface Water Management Plan for progress towards implementation of plan components.
- Update existing Surface Water Management Plan report and maps to reflect current conditions and ensure all components required by Minnesota Statute 103B.235 and Minnesota Rule 8410 are included.
- Develop a map of flood prone areas.
- Develop a map of untreated areas.
- Coordinate with the City to develop a list of potential capital improvement projects to manage storm water.
- Attend a City Council meeting to present the final plan at a public hearing.

Assumptions

- No surveys will be performed as part of this project.
- No wetland delineations will be performed as part of this project.
- The existing hydraulic model will not be updated as part of this project.