



CITY COUNCIL AGENDA

November 27, 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 2018 Police Contract
 - 2.2 City Attorney Items
 - a) Conditional Use Permit Audits
 - b) Non-Conforming Uses
 3. Adjournment
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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 October 23, 2017
 3. Adjournment
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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 2018 Prosecution Contract - Mark Metz, Carver County Attorney
4. Consent Agenda

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

 - 4.1 Approve minutes of November 13, 2017 and November 16, 2017 meetings
 - 4.2 Approve payment of claims
 - 4.3 Carver County GIS Specialist Shared Position Agreement
 - 4.4 Municipal Development Group, LLC – Agreement for Consulting Services
 - 4.5 2018 Prosecution Contract
5. Public Hearings
 - 5.1 Ordinance No. 296, 2018 Fee Schedule
6. Old Business
 - 6.1 SRF Consulting Group Service Agreement – U.S. Highway 212 Underpass Project Preliminary Design
 - 6.2 Pavilion Liquor License follow-up
7. New Business
 - 7.1 Southwest Paving CUP Compliance
 - 7.2 Development Agreement Amendment with Loomis Homes, LLC
 - 7.3 Ordinance No. 296, 2018 Fee Schedule

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

December 5	Planning Commission – 6:00 p.m.
December 11	City Council – 6:00 p.m.; 2018 Budget - Truth in Taxation Public Hearing
December 13	Economic Development Commission – 6:30 p.m.
December 14	Senior Advisory Committee – 9:00 a.m.
December 19	Parks and Rec. Commission – 5:30 p.m.
December 27	Work session, EDA, City Council – 6:00 p.m.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 27, 2017

SUBJECT: Work Session

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2.1 2018 Police Contract

Sheriff Jim Olson and Commander Paul Tschida will be present to review the proposed 2018 Police Contract (see enclosure). The following are some of the financial changes:

	<u>2017</u>	<u>2018</u>
Community Service Officer (CSO)	\$12,179	\$0
Deputies	\$158,101	\$163,945
Vehicle Cost	\$14,765	\$14,518
Overtime Rate	\$59.21/hr.	\$64.17/hr.
Total Police Services	\$185,045	\$178,463

Other Deputy Coverage:

Cologne pays for .05 (day) and .25 (evening) of our deputy's salaries

Hamburg pays .05 for both day and evening

This equates to less than ½ hour in each location per day.

The three communities agreed to this coverage arrangement over 10 years ago.

2.2 City Attorney Items

Jay Squires, City Attorney, and Cynthia Smith-Strack, Planning Consultant, will both be present to review the topics of Conditional Use Permit Audits and Non-Conforming Uses.

Proposed is to review the CUP audit process. Cynthia prepared the enclosed list of all the existing CUPs and their current status. The last CUP audit was completed in 2013-14. The Planning Commission is including the CUP audits has one of their 2018 goals/objectives. Also enclosed are segments of the City Code pertaining to Conditional Use Permits.

In respect to Non-Conforming Uses, Jay Squires will explain what a non-conforming use is and what the City's legal rights are when it comes to changing and enforcing non-conforming properties/uses. Enclosed is Section 1215 of the City Code which pertains to the regulations for nonconforming uses, structures, and lots. In addition, below are definitions taken from Chapter 12, Zoning Code, pertaining to nonconformities.

Nonconforming Lot. A lot or parcel which does not meet the lot size requirements of the district within which located.

Nonconforming Structure. A structure, which is used in accordance with the use requirements of the zoning district but does not meet the dimensional requirements (setbacks, etc.) of the district within which located.

Nonconforming Use. A use of land or structure, which is not permitted in the zoning district within which located.

Nonconformity. Any use, structure or lot of record existing or authorized before this Ordinance became effective but prohibited thereafter.

Nonconforming lot, expansion of. Any proposed decrease in the existing dimensions of a lot of record that does not meet the minimal standards set forth for the district in which the lot is located. Intensifying the use shall mean any use of the property that increases the outdoor storage or any of the performance standards established in Section 1245.01 of this Chapter from currently established conditions. *(Amended by Ord. 216; 8-24-2009)*

Nonconforming structure, expansion of. Any addition to a nonconforming structure that encroaches further into the nonconforming setback of the structure, increases the existing nonconforming lot coverage or surpasses the existing nonconforming height.

Nonconforming use, expansion of. Any alteration of a nonconforming use that increases the footprint of the principal structure or intensifies the use of the property.

CONTRACT FOR POLICE SERVICES

Norwood Young America

THIS AGREEMENT, made and entered into this day of , by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Norwood Young America (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
 - 1.2 With input from the City, the County shall assign personnel as necessary;
 - 1.3 All matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the control of the County;

- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

ARTICLE V

1. PROVISION OF EQUIPMENT. It is agreed that the County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein.
2. OFFICE SPACE. If an FTE is requested, the City shall provide office and work space for the assigned personnel.
3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

LIABILITY

- (a) It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, Subdivision 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- (b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2018 to December 31, 2018. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. The Sheriff's Office has presented the City with a recommended police plan which includes the police contract rates.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2019, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Paul Tschida
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
ptschida@co.carver.mn.us
Office: 952-361-1207
Cell: 952-457-7302

City of Norwood Young America
Steven Helget, City Administrator
310 Elm Street West
Norwood Young America, MN
55368
Phone: 952-467-1800

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community. The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first forty (40) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 40 hours.

The first eighty (80) hours a deputy is gone from the community on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 80 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$64.17.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

PERSONNEL COST

Deputy .7 (2080 FTE)	\$71,726
Liaison Corporal .9 (2080 FTE)	\$92,219

VEHICLE COST

Patrol Vehicle – .7	<u>\$14,518</u>
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<u>TOTAL POLICE SERVICES</u>	<u>\$178,463</u>
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$89,231.50 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$89,231.50 to be paid on or before November 30 of the current contract year. The Sheriff shall review the contract hours for the CSO in January of the year following the contract period, (Jan 2018). The Sheriff shall inform the City of the actual CSO hours worked for the year and then reimburse the City for unused CSO hours.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this _____ day of _____, _____

SIGNED: _____
Mayor

DATE: _____

SIGNED: _____
City Administrator

DATE: _____

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this _____ day of _____, _____

COUNTY OF CARVER:

SIGNED: _____
CHAIR, BOARD OF COMMISSIONERS

DATE: _____

SIGNED: _____
SHERIFF

DATE: _____

Attest

SIGNED: _____
COUNTY ADMINISTRATOR

DATE: _____

CUP Review/Audit

	Address	Description	Comments/Notes	Action Directed	Status
1	410 Faxon Rd N	McDonalds	CUP issued for drive-thru window in the 90's. No conditions placed on CUP	PC finds existing, valid CUP. No conditions exist.	Audited, compliant.
2	112 Poplar Ridge Dr	Existing Apartment Complex	CUP issued in 1997. No additional information available.	PC finds existing, valid CUP. No conditions exist.	Audited, compliant.
3	421 Railroad St W	Carver Co. Recycling Center	CUP approved in late 1990's. Reso approving not immediately located.	Conditions were placed on the use according to minutes.	Audited, compliant.
4	308 5th Ave NE	CUP issued for this address in 2000-01.	Reso 2000-18 is a CUP allowing a cemetery based on several conditions.	Reso 2000-18 suitable for audit.	Audited, compliant.
5	250 Industrial Blvd	Current site of Expert construction.	Reso 2002-11 is a CUP allowing for an industrial building with outdoor storage. The applicant was Expert Construction. CUP is contingent upon several requirements. Reso 2002-21 amended CUP issued in 2002-11 included additional conditions relating to storm water and landscaping. Reso 2003-19 is a second amendment of the CUP to allow additional outdoor storage. Several additional conditions attached.	Reso's 2002-11, 2002-21, and 2003-19; Suitable for audit	Continue to monitor.
6	220 Industrial Blvd	Statewide Gas	Reso. 2002-64 is a CUP allowing for an industrial use at this address. Several conditions attached, most related to non-zoning items. Only one with zoning ramifications was landscaping 'should be' consistent with surrounding businesses.	Existing, valid CUP	Audited, compliant.

CUP Review/Audit

	Address	Description	Comments/Notes	Action Directed	Status
7	426 East St N	Owned by Roger Kleman. Used car dealership.	A Reso was approved July 28, 2003. Many conditions attached, mostly applicable to site plan standards.	Suitable for audit.	Audited, compliant.
8	124 Union St N	Lance Ford. Ford Construction.	Reso 2003-43 is a CUP allowing an industrial use in the CBD. Several conditions apply. Reso 2009-24 amended Rso 2003-43 allowing expanded outdoor storage. Approved with several conditions attached.	Reso 2003-43 and 2009-24 are suitable for audit.	Audited, compliant.
9	700 Railroad St W	Southwest Paving.	Reso 2006-33 is a CUP providing for Southwest Paving. Several conditions are attached.	Non compliant at of 11/2017.	Audit underway
10	211 Railroad St W	Xtreme Electric.	Reso 2011-14 is a CUP for a contractor operation at the subject address. Several conditions apply to the permit.	Suitable for audit.	Audited, compliant.
11	325 Elm St W	Pour House Pub	Reso 2011-33 is a CUP allowing a smoking deck at the Pour House. Several conditions apply.	Suitable for audit.	Audited, compliant.
12	27 1st St NW	St. John's Lutheran School.	Reso 2013-05 is a CUP allowing expansion of the existing school.	Auditing in future years is suitable.	Audited, compliant.

CUP Review/Audit

	Address	Description	Comments/Notes	Action Directed	Status
13	105 Main St E	Unkle Thirsty's	Reso 2013-35 is a CUP allowing outdoor dining at Unkle Thirsty's. Several conditions apply.	Auditing in future years is suitable.	Audited, compliant.
14	520 Reform St N	Kwik Trip	Reso 2013-20 Approved convenience store.	Suitable for audit.	To be audited.
15	301 Industrial Blvd	Hydro Engineering	Reso 2013-__ (Sept 9th??) Approved IUP for outdoor storage.	Suitable for audit.	To be audited.
16	321 Main St W	RCC Woodworks	Reso 2014-__ (June??) Approved woodworking shop in C-3	Suitable for audit.	To be audited.
17	13050 Stewart Ave	Nick Molnau	Reso 2014-__ (March??) Approved outdoor storage	Suitable for audit.	To be audited.
18	250 Industrial Blvd	Expert Construction	Reso 2014-__ (Dec. ??) Approved CUP amendment - outdoor storage	Unsure if approved	Unsure if approved
19	700 Railroad St W	Southwest Paving.	Reso 2015-13 Approved landscaping plan in lieu of perimeter fencing	Non compliant at of 11/2017.	Audit underway
20	300 Industrial Blvd	Rogomobiles	Reso 2015-19 Approved outdoor storage and display autos.	Use has ceased	Declare CUP expired.
21	115 Main St E & 15 2nd Ave SE	Waconia Dodge	Reso 2016-14 Auto sales and display and accessory auto repair.	Suitable for audit.	To be audited.
22	127 Elm St W	Andris	Reso 2016-21 Approve personal auto storage in C-3	Suitable for audit.	To be audited.

CUP Review/Audit

	Address	Description	Comments/Notes	Action Directed	Status
23	117 Railroad St W	Loomis	Reso 2016-22 Approve CUP for contractor operation in C-3	Suitable for audit.	To be audited.
24	180 Industrial Blvd	Todd Miller & Adam Glander	Reso 2017-08 Approve outdoor auto sales and display in B-1 District	Suitable for audit.	To be audited.
25	508 Merger Street	Cedar Direct	Reso 2017-09 IUP outdoor storage	Suitable for audit.	To be audited.
26	600 Railroad St W	Curfman Trucking	Reso 2017-15 CUP for outdoor storage	Suitable for audit.	To be audited.
27	170 Industrial Blvd	Paul Juerissen	Reso 2017-18 CUP outdoor storage marine recreational equipment	Suitable for audit.	To be audited.

1210.06 Conditional Use Permits.

Subd. 1 Purpose. In order to give the district use regulations of this Ordinance the flexibility necessary to achieve the objectives of the Comprehensive Plan, certain uses are permitted subject to the granting of a Conditional Use Permit. Because of their unusual characteristics, such conditional uses require special consideration so they may be located properly with respect to the objectives of the Comprehensive Plan and with respect to their effects on surrounding properties. In order to achieve these purposes, the City Council is empowered to grant and to deny applications for Conditional Use Permits and to impose reasonable conditions upon the granting of these permits.

Subd. 2 Procedure. The procedure for obtaining a conditional use permit is as follows:

- A. The property owner or their agent shall meet with the zoning administrator to explain the situation, learn the procedures and obtain an application form.
- B. The applicant shall file the completed application form together with the required exhibits and filing fee with the zoning administrator.
- C. The zoning administrator shall transmit the application and exhibits to the Planning Commission. Written notice of the public hearing shall be mailed at least ten days before the date of the hearing to the property owners within 350 feet of the outer boundaries of the area in question. Failure of any property owner to receive notification shall not invalidate the proceedings.
- D. The zoning administrator shall have notice of the required public hearing published in the official municipal newspaper not less than ten (10) calendar days prior to the date of the hearing.
- E. The Planning Commission shall hold a public hearing, study the application to determine possible adverse effects of the proposed conditional use, determine what additional requirements may be necessary to reduce such adverse effects and provide a recommendation to the City Council for its official action.
- F. The City Council may hold such public hearings as it may consider necessary on a proposed conditional use permit, consider application materials and the recommendation of the planning commission and make a final decision on the conditional use permit request.

Subd. 3 Standards for Granting a Conditional Use Permit. No conditional use permit shall be granted, unless the City Council determines that all of the following standards, along with standards for a specific use and any other conditions the City Council deems necessary to protect the health, safety and general welfare of the public, will be met:

A. General Standards.

1. The use is consistent with goals, policies and objectives of the Comprehensive Plan.
2. The use is consistent with the intent of this Ordinance.
3. The use does not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements.
4. The use does not have an undue adverse impact on the public health, safety or welfare.
5. The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6. The use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
7. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided.
8. Adequate measures have been or will be taken to provide for vehicular and pedestrian safety and convenience to, from and within the site.
9. The use meets all of the performance criteria requirements as established in Section 1245.01 of this chapter.
10. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

Subd. 4 Amendment of a Conditional Use Permit. Any modification to the conditions of a conditional use permit shall be required to complete a conditional use permit amendment. A conditional use permit amendment is subject to all conditions and approvals required for conditional use permit review as specified in Section 1210.06. (*Amended by Ord. 216, 8-24-2009*).

Subd. 5 Revocation of Conditional Use Permits.

- A. A conditional use permit shall become null and void without further action by the Planning Commission or City Council unless work thereon commences within one year of the date of granting such conditional use.
- B. A conditional use shall expire if that use shall cease for more than 12 consecutive months.
- C. Inspections will be conducted at least annually and an update provided to the City Council to determine compliance with the terms of a conditional use permit.
- D. Failure to comply with any condition set forth in a conditional use permit shall be a misdemeanor and shall also constitute sufficient cause for the revocation of the conditional use permit by the City Council following a public hearing. The property owner shall be notified in advance of the City Council's review of the permit. A public hearing established to consider the revocation of a conditional use permit shall be conducted pursuant to the provisions of Subd. 2.C. of this Section.

Subd. 6 Uses by Conditional Use Permit not Nonconforming Uses. Uses authorized by conditional permit under this section shall not be deemed a nonconforming use, but shall without further action be considered a conforming use, but only in accordance with the conditions set forth in the conditional use permit.

Subd. 7 Filing. A certified copy of any Conditional Use Permit shall be filed with the Carver County Recorder or Registrar of Titles and shall include a legal description of the subject property.

Section 1215- Nonconforming Uses, Structures and Lots

1215.01 Purpose. It is the purpose of this section to provide for the regulation of existing structures, uses and lots that do not conform to the requirements of the district in which they are located and to specify the requirements, circumstances and conditions under which the nonconformity may be continued.

1215.02 Regulations.

- A. Any nonconformity, including the lawful use or occupation of land or premises existing at the time of the effective date of this chapter may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion, unless:
 1. The nonconformity or occupancy is discontinued for a period of more than one year, or
 2. Any nonconforming use is destroyed by fire or other peril to the extent of greater than 50 percent of its market value, and no building permit has been applied for within 180 days of when the property is damaged. In this case, the City may impose reasonable conditions upon a building permit in order to mitigate any newly created impact on adjacent property.
- B. A nonconforming use shall not be changed to another nonconforming use. When any nonconforming use has been changed to a conforming use, it shall not thereafter be changed to any nonconforming use.
- C. A nonconforming use may be changed to lessen the nonconformity of that use. Thereafter, the use may not be so altered as to increase the nonconformity.
- D. A nonconforming lot shall be deemed buildable if it is a lot of record as of the date of adoption of this Ordinance, the proposed building meets all of the setback requirements and is a conforming use of the zoning district within which located and the site is able to be connected to city sewer and water systems.

1215.03 Exceptions.

- A. This section does not apply to sexually oriented business, as defined by this chapter.
- B. The City may impose upon nonconformities reasonable regulations to prevent and abate nuisances and to protect the public health, welfare and safety.
- C. Notwithstanding Section 1215.02 A, the City shall regulate the repair, replacement, maintenance, improvement, or expansion of nonconforming uses and structures in floodplain and shoreland areas to the extent necessary to maintain eligibility in the National Flood Insurance Program and not increase flood damage potential or increase the degree of obstruction to flood flows in the floodway.



ECONOMIC DEVELOPMENT AUTHORITY MINUTES

October 23, 2017 – 6:00 p.m.

ATTENDEES: Carol Lagergren, Craig Heher, Mike McPadden, Dick Stolz, Charlie Storms

STAFF: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes, Planning Consultant Cynthia Strack

OTHERS: Tina Diedrick, Monte Diedrick, Jon Solberg, Cole White, Connor Smith, Deborah Matiak, Jason Perry, Dave TeBrake, Linda Sons, Kevin Juire, Lauri Hilgers, Deborah Lord, Charlie Wickenhauser, Karen Hallquist, Collin King, Brad Faltiesek, Nick Rogosienski, Brian Diedrick

1. Call Meeting of Economic Development Authority to Order

1.1 Pledge of Allegiance

Meeting was called to order by President Lagergren at 6:32pm.

2. Approve Agenda

Motion: MM/CH to approve the agenda. Vote 5 – 0. Motion carried.

2.1 Approve minutes of September 25, 2017

Motion: CH/DS to approve the minutes. Vote 5 – 0. Motion carried.

3. Adjournment

Motion: MM/CS to adjourn at 6:33pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

President

Kelly Hayes, City Clerk / Treasurer

2018 Prosecution Contract

Carver County Attorney's Office



Mark Metz



Who We Serve

Carver
Chaska
Cologne
Hamburg
Mayer
New Germany
Norwood
Young
America
Victoria
Waconia
Watertown



Determination of Contract Fees

County Attorney Staff Costs	\$202,928
<i>Less Total Fine Revenue paid to Carver County</i>	
<i>Attorney's office in 2016</i>	<i>-91,787</i>
<i>Contract Cost Allocation</i>	<i>-26,510</i>
Equals Total Surcharge to be paid in 2018	\$ 84,631

Participating cities pay surcharge quarterly per their three year case load average (see chart later in presentation)

Contract Rates and Caseload %

	2017 Rate	2018 Rate	3 Yr. Caseload %
Carver	\$ 7,480.64	\$ 9,698.45	11.46%
Chaska	\$40,809.86	\$39,380.73	46.53%
Cologne	\$ 1,334.57	\$ 1,341.57	1.59%
Hamburg	\$ 421.44	\$ 307.44	0.36%
Mayer	\$ 1,018.49	\$ 894.38	1.06%
New Germany	\$ 649.73	\$ 335.39	0.40%
Norwood Young America	\$5,373.42	\$ 5,142.69	6.08%
Victoria	\$ 7,269.91	\$ 7,769.94	9.18%
Waconia	\$11,888.24	\$13,220.08	15.62%
Watertown	\$ 5,601.7	\$ 6,540.16	7.73%
Totals:	\$81,848.00	\$84,630.83	100%

3.4% Surcharge increase in 2018

	2017 Surcharge	2018 Surcharge	Difference
Carver	\$7,480.64	\$9,698.45	\$2,217.81
Chaska	\$40,809.86	\$39,380.73	(\$1,429.13)
Cologne	\$1,334.57	\$1,341.57	\$7.00
Hamburg	\$421.44	\$307.44	\$16.21
Mayer	\$1,018.49	\$894.38	(\$124.11)
New Germany	\$649.73	\$335.39	(\$314.34)
Norwood Young America	\$5,373.42	\$5,142.69	(\$230.73)
Victoria	\$7,269.91	\$7,769.94	\$500.03
Waconia	\$11,888.24	\$13,220.08	\$1,331.84
Watertown	\$5,601.70	\$6,540.16	\$938.46
	\$81,848.00	\$84,630.83	\$3,148.00

Cases opened from Norwood Young America

Excludes "Charges Pending", "Declined Prosecution", "Pending Further Investigation"

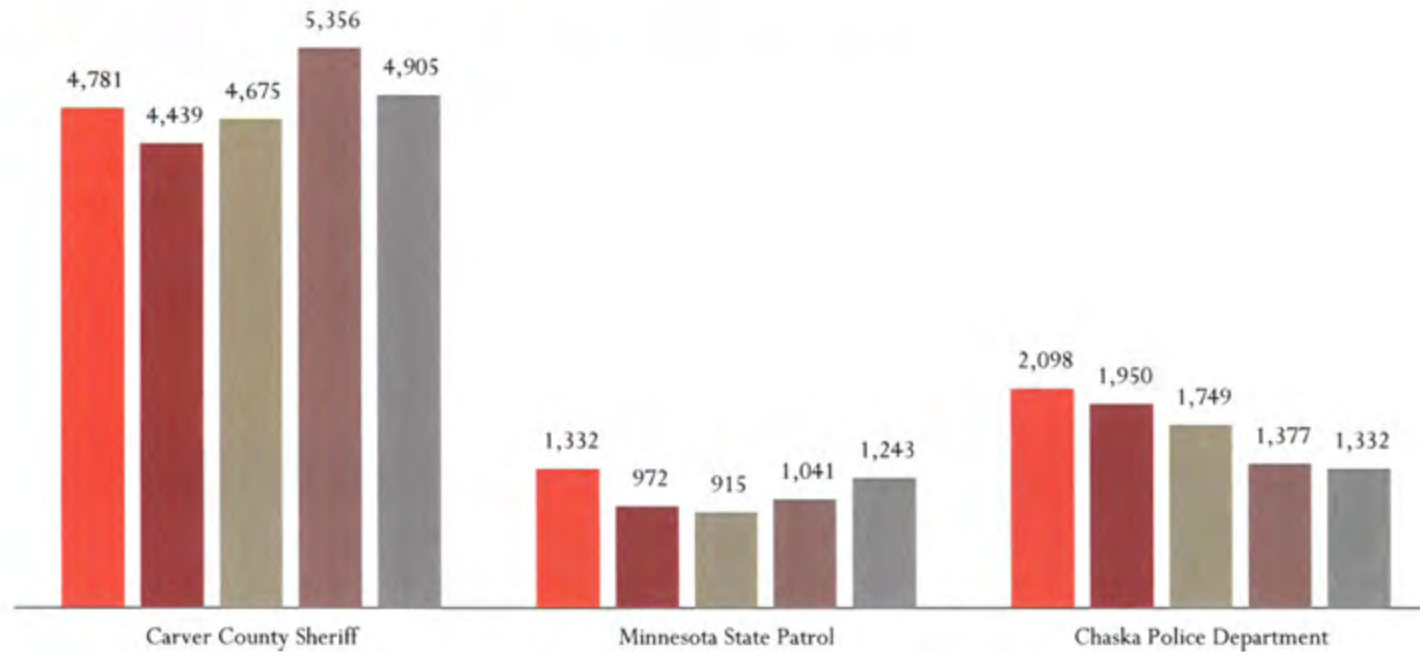
ADULT

Norwood Young America	Felony	Petty Misd	Misd	Gross Misd	TOTAL
2014	0	15	66	15	96
2015	0	9	49	2	60
2016	0	2	23	3	28
	0	26	138	20	184

Citations issued by Law Enforcement

Citations Issued

■ 2012 ■ 2013 ■ 2014 ■ 2015 ■ 2016



Our Office Serving Carver County

Mark Metz, County
Attorney

Peter Ivy, Chief Deputy

David Hunt, First
Assistant County
Attorney

Rhonda Betcher,
Executive Assistant

15 Assistant County
Attorneys

3 Paralegals

2 Law Clerks

John Rekow, Law Office
Manager

7 Legal Administrative
Assistants

1 Administrative
Assistant





WORK SESSION MINUTES

October 23, 2017 – 6:00 p.m.

ATTENDEES: Carol Lagergren, Craig Heher, Mike McPadden, Dick Stolz, Charlie Storms

STAFF: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes, Planning Consultant Cynthia Strack

OTHERS: Tina Diedrick, Monte Diedrick, Jon Solberg, Cole White, Connor Smith, Deborah Matiak, Jason Perry, Dave TeBrake, Linda Sons, Kevin Juire, Lauri Hilgers, Deborah Lord, Charlie Wickenhauser, Karen Hallquist, Collin King, Brad Faltesek, Nick Rogosienski, Brian Diedrick

WORK SESSION

1. Call Meeting of City Council Work Session to Order

Meeting was called to order by Mayor Lagergren at 6:02pm

2. Approve Agenda

2.1 Five Year Financial Plan Update

Brad Faltesek from Abdo Eick and Meyers presented the updates to the 5 year plan. The entire plan can be obtained at City Hall.

- The City has had 18 housing permits (6 single family and 12 townhome units) in 2017. The 5 year plan assumes 5 new units per year with an average market value of \$142,700.
- City purchased land from Carver CDA for \$305,000. This will create an approximate \$1 million cash savings by eliminating the \$48,500 annual payment currently due to the county through 2044. The City will reimburse itself by continuing to budget the \$48,500 expense until it reaches \$305,000.
- At end of 2015, Storm Sewer had deficit of \$193,380. By the end of the 5 year projection, the deficit has decreased to \$32,000.
- Cash reserve goal is 50%. This plan meets this goal by year end 2020.
- Comparing to other local cities (Carver, Jordan, Watertown, Waconia), NYA has the highest debt per capita.
- Capital plan is to reserve an average of \$200,000 per year.
- Current debt is \$13 million in Government Funds and \$14 million in Enterprise Funds.

3. Adjournment

Motion: MM/CH to adjourn at 6:32pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Mayor

Kelly Hayes, City Clerk / Treasurer



CITY COUNCIL MINUTES

November 13, 2017 – 6:00 p.m.
City Council Meeting

Attendees: Carol Lagergren, Craig Heher, Mike McPadden, Dick Stolz, Charlie Storms

City Staff: City Administrator Steve Helget, City Clerk Kelly Hayes, Public Services Director Tony Voigt

Others Present: LaVonne Kroells, Bill McMahon, Kaarin Foede, Dar Mondar, Bill Hart, Josh Zebell, Mary Spille, Ryan Finnerty

1. Call Meeting of City Council to Order

1.1 Pledge of Allegiance

Meeting was called to order by Mayor Lagergren at 6:00pm.

2. Approve Agenda

Request to remove of item 4.4 Declare Surplus Property.

Motion: MM/CH to approve the agenda with the removal of 4.4. Vote 5 – 0. Motion carried.

3. Introductions, Presentations, Proclamations, Awards, and Public Comment

Mary Spille, NYA Civic Group representative, spoke regarding the usage of rental facilities. They were thankful that on July 24 meeting, the City Council approved to waive the rental fee for the use of the rental buildings. Additionally, they are requesting to not have to do the extra cleaning that was mentioned at that meeting.

4. Consent Agenda

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)~~ removed

Motion: DS/CS to approve consent agenda with the removal of 4.4 Declare Surplus Property. Vote 5 – 0. Motion carried.

5. Public Hearings - none

6. Old Business

6.1 Follow-up to the Pour House Pub request regarding Pavilion liquor

Information regarding pricing was obtained and discussed. Ryan Finnerty from The Pour House was requesting that certain events (could be based on the number of attendees or certain types of events) be required to get alcohol through The Pour House since they are the liquor license holder. Kelly Hayes offered to bring additional information about the 2017 rentals to the next City Council Meeting.

Motion: DS/CS to table this item until the next meeting. Vote 5 – 0. Motion carried.

6.2 Vivid Image Service Agreements

Vivid Imaging was selected to create the new City website. They submitted two agreements. The agreements have been reviewed by the City Attorney.

Motion: MM/CS to approve the Agency Agreement and Safe & Sound Hosting and Management Agreement with Vivid Imaging. Vote 5 - 0. Motion carried.

6.3 Resolution 2017-25, Amending Resolution 2016-20, Outdoor Storage Legal Nonconforming Use at 309 First St NE
At the October 23 City Council meeting, property owner, Tim Anderson, requested additional time to install a fence for the nonconforming use at 309 First St NE. Resolution 2017-25 sets a deadline date of May 1, 2018 as discussed by the Council at the previous meeting. Also discussed was the usage of a building on the property that is currently being rented out to a business for repairing cycles; this is not allowed. The council gave Mr. Anderson until November 1, 2017 to be in compliance for this building. Since the October 23 meeting, Mr. Anderson requested additional time for his renter to move out. Steve Helget approved the additional time giving him until November 30, 2017, to be in compliance.

Motion: CL/CS 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 with the understanding that if he is not within full compliance with the items by November 30, 2017, we will move to pull the nonconforming use agreement. Vote 5 – 0. Motion carried.

7. New Business

7.1 Resolution 2017-26, Increasing benefit amount for vested Firefighters

The NYA Fire Department joined PERA in 2013. Stipulation was that benefit could not be raised for 5 years, at that time the benefit level was \$2,000 per year for a fully vested firefighter. The 5 year date is January 1, 2018. The Fire Department is requesting to increase the benefit to \$2100 per year. This would cost the City \$2410, which is within the budgeted amount.

Motion: DS/MM to adopt Resolution 2017-26, a resolution opting to increase the benefit level for vested Norwood Young America Firefighters in the statewide retirement plan. Vote 5 – 0. Motion carried.

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

The MN DOT is planning to ask for stakeholder and public input on the use of \$400 million in funding highway projects through the Corridors of Commerce project.

Motion: DS/CS to approve Resolution 2017-27, Supporting funding for US Highway 212: A Corridor of Commerce. Vote 5 – 0. Motion carried.

7.3 The Preserve 5th Addition Development Agreement – Amendment Proposal

Scott Loomis of Loomis Homes is requesting to obtain building permits and commence construction on lots 19 – 23 on block 3, lots 4 and 5 on block 1, and lots 4 and 5 in block 2. The council is recommending bringing forth a proposed amendment.

7.4 Oak Grove Senior Residence Snow Removal Agreement

In 2016, the City Council discussed and directed staff to pursue reaching an agreement with Carver CDA for the City to provide the grounds maintenance versus contracting out. City staff did provide the mowing and weeding this past summer. An agreement is being proposed for the 2017-2018 snow season.

Motion: CH/MM 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. Vote 5 – 0. Motion carried.

7.5 Surface Water Management Plan Update

Surface Water Management Plan was last updated in 2013. State statute requires that when a comp plan is being updated that this document must also be updated. The last plan was completed by Bolton & Menk for \$10,000.

Motion: CH/MM to solicit proposals for consulting services to update the City's Surface Water Management Plan from Bolton & Menk and SRF Consulting. Vote 5 – 0. Motion carried.

8. Council Member & Mayor Reports

CH – Planning discussed telecommunication towers and the subdivision process. There are two spots open on the Planning Commission. Contact City Hall or visit the website if interested.

MM – no updates

DS – Senior Advisory Committee has been discussing the bus and the survey. Due to Carver County Public Health not being able to attend the meetings on the 2nd Thursday of the month, the committee has decided to change the meeting date to the 3rd Thursday of the month.

CS – Joint meeting that had community members from Henderson to discuss their process on revitalizing their downtown.

CL – Smartlink Mobility Management meeting – Dial a ride available to anyone within community. There are two groups (Victoria and Shakopee) looking into starting their own bus program. EDC – new website go live date is projected for 1/1/18, working on city entrance signs. MnCar Expo – looking at discontinuing attending this as it is more for larger cities. Joint meeting – discussed three downtowns. Next meeting will be in January to figure out a plan.

UPCOMING MEETINGS / EVENTS

Nov 16 2018 Budget Work Session – 6:00 p.m.

Nov 21 Parks and Rec. Commission – 5:30 p.m.

Nov 23/24 Thanksgiving; City Offices Closed

Nov 25 Holiday Extravaganza 4pm – 6pm

Nov 27 City Council Work Session/EDA/City Council – 6:00 p.m.

Dec 5 Planning Commission – 6:00 p.m.

Dec 11 City Council – 6:00 p.m. (2018 Budget & Truth in Taxation Hearing)

Dec 21 Senior Advisory Committee – 9:00 a.m.

9. Adjournment

Motion: MM/CH to adjourn at 7:57pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Kelly Hayes, City Clerk / Treasurer

Mayor



CITY COUNCIL SPECIAL MEETING – 2018 BUDGET

November 16, 2017 – 6:00pm
City Council Chambers

Attendees: Carol Lagergren, Craig Heher, Mike McPadden, Dick Stolz, Charlie Storms

City Staff: City Administrator Steve Helget, City Clerk Kelly Hayes, Public Services Director Tony Voigt

1. Call Meeting of City Council to Order
 - 1.1 Pledge of Allegiance

2. Approve Agenda

Motion: MM/DS to approve the agenda as printed. Vote 5 – 0. Motion carried.

3. Introductions, Presentations, Proclamations, Awards, and Public Comment - None

4. Consent Agenda - None

5. Old Business

- 5.1 2018 Preliminary Budget

- a. 2018 Fee Schedule – the following changes were discussed:

- EQUIPMENT RENTAL

- Addition of the following (each are per hour):

- Pick Up Truck = \$50

- Street Sweeper = \$150

- Plow Truck = \$150

- Bus = \$25

- FINES and VIOLATIONS

- False Alarm, first three offenses change from N/C to Warning

- Nuisance, combine Nuisance Violation and Administrative Penalty

- 1st Offense = Warning

- 2nd Offense = \$100

- 3rd Offense = \$115

- 4th Offense = \$145

- Each additional offense increases by \$50

- Abatement Charges = Actual costs

- LIQUOR LICENSES

- Liquor License Investigation Fee (established) = \$100 (2017 fee was \$200)

- Pavilion Intoxicating Liquor On-Sale = N/C

- PLANNING and ZONING

- Developer Escrow Deposit, add wording “up to”

- RENTAL FACILITIES

- Damage Deposit, add working “required for rental”

- b. 2018 Property Tax Levy

- Budget reflects a 10% tax levy. It was decided to keep the levy at 10%.

- c. Water & Sewer Rates

- Budget does not include water or sewer rate increases. This budget includes a loss of \$140,000 in water and a \$60,000 shortfall in sewer. NYA rates were compared to communities in the area. Also included in the packet was a spreadsheet that showed how an increase would impact a household. The council decided not to raise the water or sewer rates.

d. 2017 Municipal State Aid for Street Maintenance

The City received \$28,000 this year in state aid to be utilized for street maintenance. This money cannot be used for trails. It is not enough money for a street overlay. It was suggested to make improvements on Emma Street because of the standing water due to drainage problems.

6. New Business - none

7. Council Member Reports

MM – His employer received estimated property taxes for Sterns County and the amount was way down from previous years. They haven't received an estimate for Carver County.

8. Mayor's Report

CL – Holiday Extravaganza is on Saturday, November 25 from 4pm – 6pm at the 5-way stop. Craft fair at the school is this Saturday, November 18.

9. Adjournment

Motion: MM/CH to adjourn at 7:09pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Kelly Hayes, City Clerk / Treasurer

Mayor

CITY OF NORWOOD YOUNG AMERICA

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

To Be Approved: November 27, 2017

Pre-Paid Claims (Check Sequence #504512-501528; 27501)	<u>\$17,680.41</u>
--	---------------------------

Claims Pending Payment (Check Sequence #27502-27542)	<u>\$66,877.40</u>
--	---------------------------

Grand Total	<u>\$84,557.81</u>
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PAYROLL - November 16, 2017

CHECK #	EMPLOYEE	GROSS
504512	ARETZ, BRENT R	\$2,592.90
504513	BIPES, DEBORAH	\$216.92
504514	CANO, JOEY M	\$1,369.91
504515	FRATUS, DOMINIC	\$358.66
504516	HAAG, HERMAN	\$214.40
504517	HAYES, KELLY	\$2,238.40
504518	HELGET, STEVE	\$3,485.60
504519	Hormann, Duane	\$523.09
504520	JAUS, RODNEY D	\$1,476.00
504521	LENZ, DEBRA A	\$1,887.20
504522	MENZEL, ALICIA	\$1,628.00
504523	NIESEN, CHRISTOPHER D.	\$1,511.23
504524	PAULSON, DENNIS	\$81.35
504525	SCHNEEDWIND, BRIAN O	\$1,549.60
504526	STENDER, DANIEL H	\$1,980.00
504527	VOIGT, ANTHONY	<u>\$2,313.69</u>
504528	KLEINBANK	\$15,567.41
		\$23,426.95

CITY OF NORWOOD YOUNG AMERICA

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*Check Summary Register©

NOVEMBER 2017

Name	Check Date	Check Amt
10100 CHECKING		
Paid Chk# 027501 MN DEPT OF HEALTH	11/13/2017	\$2,113.00 3RD QTR CONNECTION PERMIT
	Total Checks	\$2,113.00

CITY OF NORWOOD YOUNG AMERICA

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***Check Detail Register©**

NOVEMBER 2017

		Check Amt	Invoice	Comment
10100 CHECKING				
Paid Chk#	027502	11/27/2017	ACTIVE911, INC	
E 101-42200-433	Dues and Subscriptions	\$434.75		
	Total ACTIVE911, INC	\$434.75		
Paid Chk#	027503	11/27/2017	ANCOMCOMMUNICATIONS, INC.	
E 101-42200-221	Repair/Maintenance Equipment	\$276.12	74286	
E 101-42200-221	Repair/Maintenance Equipment	\$141.50	74287	
E 101-42200-221	Repair/Maintenance Equipment	\$153.50	74288	
	Total ANCOMCOMMUNICATIONS, INC.	\$571.12		
Paid Chk#	027504	11/27/2017	BOLTON & MENK, INC	
G 808-22100	Escrow Collected	\$228.00	0209800	CURFMAN
E 101-41500-303	Engineering Fees	\$592.00	0209801	EMMA ST IMPROVEMENTS
G 807-22100	Escrow Collected	\$12,530.84	0209802	PRESERVE 5
G 809-22100	Escrow Collected	\$380.00	0209804	ALL SAINTS
E 101-41500-303	Engineering Fees	\$660.00	0209804	MISC
	Total BOLTON & MENK, INC	\$14,390.84		
Paid Chk#	027505	11/27/2017	BRYAN ROCK PRODUCTS, INC.	
E 101-43100-224	Street Maint Materials	\$213.83	26288	1" WITH FINEST
	Total BRYAN ROCK PRODUCTS, INC.	\$213.83		
Paid Chk#	027506	11/27/2017	CANO, JOEY	
E 101-43100-417	Uniform	\$49.99		SAFETY JACKET
	Total CANO, JOEY	\$49.99		
Paid Chk#	027507	11/27/2017	CARDMEMBER SERVICE	
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$211.00		
E 101-43100-406	LICENSES	\$5.12		
E 601-49400-200	Office Supplies	\$58.50		
E 602-49450-200	Office Supplies	\$59.49		
E 101-41400-200	Office Supplies	\$118.99		
E 101-43100-200	Office Supplies	\$59.50		
E 101-45200-430	Miscellaneous	\$59.49		
E 101-46500-430	Miscellaneous	\$98.89		
E 101-41400-200	Office Supplies	\$17.91		
	Total CARDMEMBER SERVICE	\$688.89		
Paid Chk#	027508	11/27/2017	CARVERLINK-CARVER CO BROADBAND	
E 101-41940-321	Telephone	\$80.16		
E 601-49400-321	Telephone	\$92.14		
E 602-49450-321	Telephone	\$92.14		
E 101-42200-321	Telephone	\$162.45		
E 101-43100-321	Telephone	\$48.57		
E 101-45200-321	Telephone	\$48.57		
E 101-41940-321	Telephone	\$147.14		
E 101-41300-321	Telephone	\$76.31		

CITY OF NORWOOD YOUNG AMERICA

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NOVEMBER 2017

		Check Amt	Invoice	Comment
E 101-41320-321	Telephone	\$76.31		
E 101-41400-321	Telephone	\$91.57		
E 101-46500-321	Telephone	\$30.52		
E 101-42100-321	Telephone	\$15.26		
E 101-45500-321	Telephone	\$15.25		
al CARVERLINK-CARVER CO BROADBAND		\$976.39		
Paid Chk# 027509	11/27/2017	CENTER POINT		
E 101-41940-383	Gas Utilities	\$80.05		310 ELM ST W
E 101-41940-383	Gas Utilities	\$22.24		318 ELM
E 602-49450-383	Gas Utilities	\$18.30		406 2ND AVE
E 601-49400-383	Gas Utilities	\$112.83		104 3RD AVE
E 101-45500-383	Gas Utilities	\$41.31		314 ELM
Total CENTER POINT		\$274.73		
Paid Chk# 027510	11/27/2017	CITIZEN STATE BANK HSA ACCTS		
G 101-21718	HSA ACCOUNT	\$333.34		MENZEL
G 101-21718	HSA ACCOUNT	\$333.34		LENZ
G 101-21718	HSA ACCOUNT	\$333.34		ARETZ
Total CITIZEN STATE BANK HSA ACCTS		\$1,000.02		
Paid Chk# 027511	11/27/2017	CITIZENS STATE BANK WAVERLY		
G 101-21718	HSA ACCOUNT	\$333.34		NIESEN
Total CITIZENS STATE BANK WAVERLY		\$333.34		
Paid Chk# 027512	11/27/2017	CLAREY S SAFETY EQUIPMENT, INC		
E 101-42200-221	Repair/Maintenance Equipment	\$1,062.14	174057	NON-WIRELESS MONITOR
Total CLAREY S SAFETY EQUIPMENT, INC		\$1,062.14		
Paid Chk# 027513	11/27/2017	COUNTRYSIDE VET & FEED STORE		
E 101-42700-315	Animal Impounding	\$473.50		
Total COUNTRYSIDE VET & FEED STORE		\$473.50		
Paid Chk# 027514	11/27/2017	DELTA DENTAL		
G 101-21714	Dental Insurance	\$1,179.75		DENTAL INSURANCE
Total DELTA DENTAL		\$1,179.75		
Paid Chk# 027515	11/27/2017	DPC INDUSTRIES INC		
E 601-49400-216	Chemicals and Chem Products	\$76.50	827001905-17	CHLORINE
Total DPC INDUSTRIES INC		\$76.50		
Paid Chk# 027516	11/27/2017	EMERGENCY RESPONSE SOLUTIONS		
E 101-42200-240	Small Tools and Minor Equip	\$118.97	9732	TFT RES-Q-RENCH
otal EMERGENCY RESPONSE SOLUTIONS		\$118.97		
Paid Chk# 027517	11/27/2017	FIRE SAFETY USA		
E 101-42200-221	Repair/Maintenance Equipment	\$2,418.00	105042	PUMP TESTING
Total FIRE SAFETY USA		\$2,418.00		

CITY OF NORWOOD YOUNG AMERICA

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NOVEMBER 2017

		Check Amt	Invoice	Comment
Paid Chk#	027518	11/27/2017	HD SUPPLY WATERWORKS	
E 601-49400-229	Water Meters	\$3,780.00	H866226	SINGLE PORT MXU
Total HD SUPPLY WATERWORKS		\$3,780.00		
Paid Chk#	027519	11/27/2017	HEALTH PARTNERS	
G 101-21706	Hospitalization/Medical Ins	\$11,015.04		
Total HEALTH PARTNERS		\$11,015.04		
Paid Chk#	027520	11/27/2017	KENNEDY & GRAVEN CHTD	
G 251-22100	Escrow Collected	\$229.40		PEACE VILLAGE TIF
Total KENNEDY & GRAVEN CHTD		\$229.40		
Paid Chk#	027521	11/27/2017	KLEINBANK	
G 101-21718	HSA ACCOUNT	\$166.66		SCHNEEWIND
G 101-21718	HSA ACCOUNT	\$333.34		STENDER
G 101-21718	HSA ACCOUNT	\$473.34		HELGET
Total KLEINBANK		\$973.34		
Paid Chk#	027522	11/27/2017	KWIK TRIP INC.	
E 101-43100-212	Motor Fuels	\$16.00		
Total KWIK TRIP INC.		\$16.00		
Paid Chk#	027523	11/27/2017	LANO EQUIPMENT	
E 101-43100-221	Repair/Maintenance Equipment	\$337.50	16979	MINI EX RENTAL
E 101-43100-221	Repair/Maintenance Equipment	\$526.99	17155	BOBCAT UTILITY VEHICLE
E 101-43100-221	Repair/Maintenance Equipment	\$212.50	17235	MINI EX RENTAL
Total LANO EQUIPMENT		\$1,076.99		
Paid Chk#	027524	11/27/2017	LEAGUE OF MN CITIES	
E 101-41400-200	Office Supplies	\$129.00	265350	ACROBAT
Total LEAGUE OF MN CITIES		\$129.00		
Paid Chk#	027525	11/27/2017	MID COUNTRY BANK	
G 101-21718	HSA ACCOUNT	\$453.34		HAYES
Total MID COUNTRY BANK		\$453.34		
Paid Chk#	027526	11/27/2017	MINNESOTA VALLEY TESTING LAB	
E 601-49400-217	Lab Fees	\$93.00	893607	COLIFORM
Total MINNESOTA VALLEY TESTING LAB		\$93.00		
Paid Chk#	027527	11/27/2017	MN DEPT OF HEALTH	
E 101-49860-406	LICENSES	\$720.00		POOL LICENSE
Total MN DEPT OF HEALTH		\$720.00		
Paid Chk#	027528	11/27/2017	MUNICIPAL DEVELOPMENT GROUP	
E 101-46500-210	Operating Supplies	\$350.00	NYA110617	BANNER
E 101-46500-310	Other Professional Services	\$2,334.21	NYA110617	EDC CONSULTANT
Total MUNICIPAL DEVELOPMENT GROUP		\$2,684.21		

CITY OF NORWOOD YOUNG AMERICA

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NOVEMBER 2017

			Check Amt	Invoice	Comment
Paid Chk#	027529	11/27/2017	NELSON ELECTRIC MOTOR REPAIR I		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$782.00	8320	BEARINGS
Total	NELSON ELECTRIC MOTOR REPAIR I		\$782.00		
Paid Chk#	027530	11/27/2017	NYA TIMES		
E 101-41400-350	Print/Publishing/Postage		\$26.46	546049	2018 FEE SCHEDULE
Total	NYA TIMES		\$26.46		
Paid Chk#	027531	11/27/2017	PRO AUTO & TRANSMISSION REPAIR		
E 101-43100-221	Repair/Maintenance Equipment		\$76.90	0058232	T2
Total	PRO AUTO & TRANSMISSION REPAIR		\$76.90		
Paid Chk#	027532	11/27/2017	RUPP, ANDERSON, SQUIRES, PA		
E 101-41500-304	Legal Fees		\$48.00		NUISANCES
E 101-41500-304	Legal Fees		\$1,240.55		PERSONNEL
E 101-41500-304	Legal Fees		\$80.00		MISC ATTY
G 807-22100	Escrow Collected		\$592.50		PREERVE 5
Total	RUPP, ANDERSON, SQUIRES, PA		\$1,961.05		
Paid Chk#	027533	11/27/2017	SCHNEIDER EXCAVATING & GRADING		
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$590.00	SE1492	REPAIR GATE VALVE
Total	SCHNEIDER EXCAVATING & GRADING		\$590.00		
Paid Chk#	027534	11/27/2017	STATE BANK OF HAMBURG		
G 101-21718	HSA ACCOUNT		\$453.34		JAUS
Total	STATE BANK OF HAMBURG		\$453.34		
Paid Chk#	027535	11/27/2017	STRACK CONSULTING LLC		
E 101-41320-305	Other Professional Fees		\$1,820.00	1073	
Total	STRACK CONSULTING LLC		\$1,820.00		
Paid Chk#	027536	11/27/2017	SUN LIFE ASSURANCE COMPANY		
G 101-21707	Disability Insurance		\$351.17		
Total	SUN LIFE ASSURANCE COMPANY		\$351.17		
Paid Chk#	027537	11/27/2017	TECHSTAR IT SOLUTIONS		
E 101-41400-437	Maintenance Contract		\$1,124.00	MSP-7326	
Total	TECHSTAR IT SOLUTIONS		\$1,124.00		
Paid Chk#	027538	11/27/2017	UNUM LIFE INSURANCE CO		
G 101-21715	Life Ins		\$63.98		0421563-001 4
G 101-21715	Life Ins		\$55.55		0421562-001 7
Total	UNUM LIFE INSURANCE CO		\$119.53		
Paid Chk#	027539	11/27/2017	VIVID IMAGE		
E 101-46500-305	Other Professional Fees		\$1,000.00	11378	CITY WEBSITE
Total	VIVID IMAGE		\$1,000.00		
Paid Chk#	027540	11/27/2017	WATER CONSERVATION SERVICE INC		

CITY OF NORWOOD YOUNG AMERICA

11/22/17 9:03 AM

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***Check Detail Register©**

NOVEMBER 2017

		Check Amt	Invoice	Comment
E 601-49400-310	Other Professional Services	\$2,147.00	7996	
Total WATER CONSERVATION SERVICE INC		\$2,147.00		
Paid Chk# 027541	11/27/2017 WEST CARVER LIONS			
E 101-45200-432	Refund	\$150.00		HARVEST MOON REIMBURSEMENT
Total WEST CARVER LIONS		\$150.00		
Paid Chk# 027542	11/27/2017 XCEL ENERGY			
E 101-41940-381	Electric Utilities	\$1,543.89		
E 101-42200-381	Electric Utilities	\$268.45		
E 101-42500-381	Electric Utilities	\$11.01		
E 101-43100-380	Street Lighting	\$3,308.73		
E 101-43100-381	Electric Utilities	\$405.27		
E 101-45200-381	Electric Utilities	\$409.89		
E 601-49400-381	Electric Utilities	\$462.86		
E 602-49450-381	Electric Utilities	\$4,004.79		
E 101-49860-381	Electric Utilities	\$427.98		
Total XCEL ENERGY		\$10,842.87		
10100 CHECKING		\$66,877.40		

Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$40,547.11
251 HARBOR AT PEACE	\$229.40
601 WATER FUND	\$7,412.83
602 SEWER FUND	\$4,956.72
807 Escrow - Preserve 5	\$13,123.34
808 Escrow - Curfman 600 RR St	\$228.00
809 Escrow - All Saints	\$380.00
	\$66,877.40



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 27, 2017

SUBJECT: Carver County GIS Specialist Shared Position Agreement

Attached is the proposed 2018 GIS Shared Position Agreement. The only change in the Agreement is the cost for the GIS specialist which is going from a not to exceed amount of \$47.00 per hour in 2017 to \$51.50 per hour next year. The County completed a Compensation and Classification Study and the results indicated that the work being performed by Allison Kampbell, GIS Specialist, warranted a different pay classification.

This is a shared position with other Carver County cities. We're financially responsible for 8 hours per week or 20% of the overall funding for the position per week. The GIS specialist is usually at the City 4 days per month all in a single week.

Suggested Motion:

Motion to approve the Carver County GIS Specialist Shared Position Agreement.

Carver County GIS Specialist Shared Position Agreement

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

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

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

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

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

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

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

1. PURPOSE

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

2. DEFINITIONS

- 2.01.** Geographic Information System or GIS is a system used to visualize and analyze geographic features and data related to them. This is accomplished using specialized computer software and data. The term GIS has become loosely used to encompass software, data, analysis, and maps related to computerized mapping and geographic analysis.
- 2.02.** GIS Specialist works with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data. GIS software has the capacity to relate different types of data such as socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, utilities and transportation networks.

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

3. FUNDING

- 3.01. The Participating Agency is responsible for funding 8 hours of work per week of the shared position. The hours funded per week equal 20% of the overall funding of the position per week.
- 3.02. The cost of the hourly wage will be based upon Carver County's pay scale for a GIS Specialist position at the Grade and Step of the hired employee. The cost will include all benefits offered by Carver County. The cost for this agreement is not to exceed \$51.50 per hour.
- 3.03. All holidays, sick leave, vacations, and training costs will be divided among Carver County and all Participating Agencies by their percentage of funding of the shared position for a work week stated in 2.01.
- 3.04. Participating Agency will be invoiced by Carver County on a quarterly basis. March 31st, June 30th, September 30th and December 31st.
- 3.05. The shared position will attempt to take a County vehicle when applicable and available to travel to and from the work place to a Participating Agency or between Participating Agencies. If a vehicle is not available, the shared position's mileage will be reimbursed when traveling by a personal vehicle to and from the work place to the Participating Agencies or between Participating Agencies, based upon the County approved standard mileage rate. Commute miles are not reimbursed. The mileage reimbursement will be split by all the Participating Agencies and the County equally and included in the quarterly invoice.
- 3.06. Mileage reimbursement costs while the shared position is on-site doing job related tasks for the Participating Agency is the responsibility of the Participating Agency.
- 3.07. Printing on the county's plotter is an option for Participating Agencies at a cost of \$2 per square foot.

4. CARVER COUNTY COMMITMENT

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

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

- 4.02. During the term of this agreement Carver County will provide the Participating Agency a summary of hours used, hours remaining, and a detailed summary of hours logged on Participating Agency's projects. The time to maintain these records will be done by the shared position on the Participating Agency's hourly time. These reports will be provided with the quarterly invoice. The report will be kept up-to-date and can be requested by the Participating Agency at anytime.
- 4.03. Carver County GIS Unit under the Information Technology Department within Administrative Services Division will oversee and supervise the shared position. The shared position will apply to all rules and policies of Carver County.
- 4.04. Carver County will provide an email address, phone and computer for the shared position.
- 4.05. Carver County will hire the shared position based upon an agreement from all Participating Agencies.
- 4.06. The Participating Agency Contracts with the County for GIS Services. In this agreement the GIS Specialists will provide the Participating Agency with the following services:
 - 4.06.1.
 - Map production
 - GIS data maintenance and management
 - ArcGIS Online administration
 - GIS solution implementation
 - GIS software support
 - GPS support
 - GIS training

5. PARTICIPATING AGENCY COMMITMENT

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

Participating Agency Contact Information

Name: Steven Helget

Title: City Administrator

Phone: 952-467-1800

Email: cityadmin@cityofnys.com

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

6. AGREEMENT TERM

6.01. The term of this Agreement shall commence upon January 1, 2018 or upon its execution by Carver County and the Participating Agency, whichever occurs later. This Agreement shall remain effective until December 31, 2018.

6.02. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.

6.03. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

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

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

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

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

6.06. All data collected, created, received, maintained, or disseminated, in any form, for any purposes by the activities of the Parties because of this Agreement is governed by

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

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

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

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

PARTICIPATING AGENCY

By: _____

Title: _____

Date of Signature: _____

COUNTY OF CARVER

By: _____

Title: _____

Date of Signature: _____



more than a place, it's home.

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: November 27, 2017
SUBJECT: Municipal Development Group, LLC – Agreement for Consulting Services

Attached is the proposed 2018 Consulting Service Agreement with the Municipal Development Group.

Changes from the 2017 service agreement include:

- A modification from the terminology "Economic Development Authority" to "Economic Development Commission"
- A rate change from \$85/hour to \$90/hour
- The addition of Jo Foust's name along with Holly Kreft's as the representatives serving the City and EDC.
- Right to Termination which gives the City and the Municipal Development Group both the right to terminate the agreement upon 30 days written notice to the other party.

Suggested Motion:

Motion to approve the Municipal Development Group Consulting Service Agreement.



November 7, 2017

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

RE: Economic Development Consulting Rates

Thank you for the opportunity to provide economic development consulting services to the City of Norwood Young America! Holly and I enjoy working with staff and the EDC! We look forward to continuing to work with the City in 2018. Please note, our hourly rate will increase from \$85 to \$90 per hour effective January 1, 2018, due to increasing business costs. Please note, we have not had a corporate rate increase since January, 2016.

If you have any questions, please do not hesitate to contact me. We remain committed to providing you with excellent consulting services and look forward to continuing the economic development efforts for the City in 2018!

Happy holidays!

Jo Foust, Principal
Municipal Development Group, LLC.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of December, 2017 by and between the City of Norwood Young America, a Municipal Corporation, hereinafter referred to as the "City" and Municipal Development Group, LLC., a Limited Liability Company, hereinafter referred to as the "Company".

I. DEFINITIONS

- A. City — The "City" shall be defined as the City of Norwood Young America, a Municipal corporation.
- B. Company — The "Company" shall be defined as Municipal Development Group, LLC., a Minnesota Limited Liability Company.
- C. Consulting Economic Development Services — "Consulting Economic Development Services" shall be defined as consulting services relating to business and economic development for the City of Norwood Young America.
- D. Hourly Fee- The "Hourly Fee" shall be defined as \$90 per hour fee charge for Consulting Planner Services. Invoicing will occur on a monthly basis for the contracted hours. The Company shall be reimbursed for additional expenses including, but not limited to, mileage (at federal rate), long-distance phone charges, postage and copying.
- E. Off-Site — "Off-Site" shall be defined as consulting services provided for the City of Norwood Young America at the company's office.
- F. On-Site - "On-Site" shall be defined as consulting services provided at the City of Norwood Young America's offices as opposed to those services provided at the Company's offices.
- G. Reimbursable Expenses- "Reimbursable Expenses" shall be defined as the expenses associated with projects completed for the City including long distance telephone service fees, long distance fax charges, printing and reproduction, supplies directly related to a specific service or project and mileage expenses based on the federal reimbursable rate for mileage.

II. SCOPE OF SERVICES AND FEES

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

- A. The Company shall provide contracted off-site office hours on an as needed basis. In addition, the Company shall be available for meetings and to answer questions at other times as directed or approved by the City Administrator.
- B. The Company shall attend approximately one Economic Development Commission meeting per month as well as additional meetings as requested by the City.

- C. The Company shall work with the City and EDC to prioritize Economic Development projects and shall be available to facilitate various projects which may include some of the following, as directed by the City/EDA:
- Economic development strategic planning,
 - Financial packaging — working with regional, state and federal programs to assist local businesses;
 - Grant writing including the MN Investment Fund, Business Development Infrastructure Grant, etc. if a feasible project warrants these programs;
 - Coordination of programs including business education (Coordination with Chambers of Commerce), Small Business Week, Manufacturers' Week activities, etc.;
 - Downtown and Highway Commercial redevelopment planning and implementation;
 - Industrial park development;
 - Identification of potential marketing opportunities for the EDC including participation in MN Real Estate Journal Conferences, MnCAR expos, etc.;
 - On-site and as-needed office hours to meet with business prospects as well as local businesses; and
 - Coordination with other agencies including the Carver Co. CDA, Open to Business, Norwood Young America Area Chamber of Commerce, etc.
- D. The Company shall invoice the City on a monthly basis for contract hours, plus reimbursable expenses as approved by the City. An itemized monthly invoice of the total hours and projects completed by the Company shall be provided to the City.
- E. The Company may provide additional assistance in conjunction with specific projects as authorized by the City for a lump sum project fee or on an hourly basis.
- F. The Company shall be reimbursed for other reimbursable expenses directly related to consulting planning services provided for the City, including mileage and travel, long distance phone/fax and copies. The Company shall be reimbursed for mileage at the federal tax rate. All such expenses shall be subject to the approval of the City and generally consistent with the attached schedule.

III. RESPONSIBILITIES

- A. The Company shall respond to inquiries from the City or development applicants in a timely fashion, generally within twenty-four (24) business hours.
- B. The Company shall prepare and submit itemized invoices detailing the projects completed and the dates in which services were provided by the tenth (10th) of each month following the service.
- C. If the City requires the Company to provide on-site office hours, the City shall be responsible for providing a work space for the Company to utilize while completing said on-site consulting service hours. The Company shall be responsible for providing a computer.
- D. The Company shall provide office space for consulting services provided off-site.

IV. MISCELLANEOUS PROVISIONS

- A. Assignment. Neither party hereto may assign, pledge or transfer their interest, obligation and responsibilities under and pursuant to this Agreement, without the other party's prior written consent. The Company intends to provide economic development consulting services through a sub-contractor, Holly Kreft as well as Joane Foust, President of MDG, LLC. The assignment of consulting services to other individuals will not occur without the consent of the City.
- B. Right of Termination. The City may terminate this Agreement upon thirty (30) days written notice to the Company. The Company may terminate this agreement upon thirty (30) days written notice to the City. In such event, the City will pay the Company for all billable hours provided by the Company and all approved reimbursable expenses up to the date of termination.
- C. Binding Effect. This Agreement shall inure to the benefit of, and is binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
- D. Amendments. This Agreement can be amended only in writing signed by both parties.

V. TERM OF AGREEMENT

This Agreement covers the period beginning January 2, 2018 through December 31, 2018. This agreement shall renew for successive one year terms unless terminated by either of the parties hereto.

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

City of Norwood Young America, a Municipal Corporation

By: _____

Its: _____

Dated: _____

MUNICIPAL DEVELOPMENT GROUP, LLC., a Minnesota

By: _____

Its: _____

Dated: _____

Reimbursement Rate Schedule — Municipal Development Group, LLC.

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



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 27, 2017

SUBJECT: 2018 Prosecution Contract – Mark Metz, Carver County Attorney

Enclosed is the proposed 2018 Prosecution Contract. Each city pays a surcharge based on a three year case-load average. The County also contributes a "contract cost allocation," which reduces the costs (2018 = \$26,510). Costs are also offset by the fine revenue (1/3 to the cities, 1/3 to the State, and 1/3 to the County Attorney's Office).

In 2017, there was a one-time 4% increase due to personnel cost adjustments from the audit that the county attorney's office performed. The county attorney had indicated that going forward any increases in the prosecution contracts would track the County's overall personnel increase per the County's finance department. For 2018, the increase is 3.4%. This 3.4% includes actual increases to the County for personnel costs such as salary increases, trends and health insurance.

Enclosed is a copy of Mark Metz's presentation.

Suggested Motion:

Motion to approve the 2018 Prosecution Contract.

2018 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Norwood Young America, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, including liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Norwood Young America and also to provide for prosecution of municipal traffic and parking ordinance violations.

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Norwood Young America, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Norwood Young America to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, including liquor law violations directly involving establishments,

organizations or individuals with liquor licenses or permits issued by the City of Norwood Young America and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2018, and extending through December 31, 2018.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$5,142.69 is to be paid by the City of Norwood Young America to the Carver County Attorney's Office in four equal installments by April 15, 2018, July 15, 2018, October 15, 2018 and January 15, 2019.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. Data.

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the

State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. Indemnification.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2018.

12. Merger and Modification.

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF NORWOOD YOUNG AMERICA

IN PRESENCE OF:

BY: _____
Carol Lagergren, Mayor

Steven Helget, City Administrator

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
County Administrator

Date: _____



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: November 27, 2017
RE: Amend Fee Schedule, Ordinance 296 - 2018 Fee Schedule

At the budget meeting on November 16, 2017, the City Council discussed the 2018 Fee Schedule. Below are the changes. Attached is a copy of the 2018 Fee Schedule.

PARK DEDICATION

Added: If City Council determines land shall be dedicated, the following requirements shall be met:

Residential Subdivisions: 10% of total property area

Non-Residential Subdivisions: 5% of total property area

FINES and VIOLATIONS

- False Alarm, first three offenses change from N/C to Warning
- Nuisance, combine Nuisance Violation
- 1st Offense = Warning, Offenses thereafter are charged the administrative penalty + abatement costs
- Abatement Charges = Actual costs

LIQUOR LICENSES

- Liquor License Investigation Fee (established) = \$100 (2017 fee was \$200)
- Pavilion Intoxicating Liquor On-Sale = N/C

PLANNING and ZONING

- Developer Escrow Deposit, add wording "up to".
- Removed: "All Planning & Zoning application fees are in addition to legal, engineering and associated costs." Replaced with: "Application fees may require additional legal, engineering and associated fees."

RENTAL FACILITIES

- Damage Deposit, add wording "required for rental".

RENTAL EQUIPMENT

To make the Equipment Rental clearer, it has been split into two sections. One section is listed as "Equipment Rental". These are items that can be rented and do not require a staff person to operate. All of these items require a \$500 deposit. All of the items in the section listed as "Equipment" require a staff person to operate. The following items were added to "Equipment" at a per hour rate:

- Pick Up Truck = \$50
- Street Sweeper = \$150
- Plow Truck = \$150
- Bus = \$25

RECOMMENDATION:

Motion: To approve Ordinance 296, amending the fee schedule in Chapter 20 of the City Code for fiscal year 2018.

ORDINANCE NO. 296

AN ORDINANCE AMENDING THE FEE SCHEDULE IN CHAPTER 20 OF THE NORWOOD YOUNG AMERICA CITY CODE REGARDING FISCAL YEAR 2018 FEES

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwood Young America, Carver County, Minnesota that the Fee Schedule established and authorized in Chapter 20, Section 2000.02, Schedule A, of the Norwood Young America City Code, adopted by Ordinance 185, is amended under this Ordinance No. 296, dated November 27, 2017, a copy of which is attached and on file in the office of the City Clerk, is hereby approved and shall become effective upon publication.

Adopted by the City Council this 27th day of November 2017.

CITY OF NORWOOD YOUNG AMERICA

Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer

ANIMALS		
Animal License or Duplicate Animal License	per year	5.00
Unlicensed fine	per fine	50.00
Animal pick-up charge	per event	50.00
Impound Expenses		Actual Cost
Animal running at large/creating nuisance - 1st offense		
1st offense		10.00
2nd offense		50.00
3rd offense		150.00
each additional offense		250.00
Backyard Chickens Permit	Biennial	50.00
BUSINESS PERMITS / SERVICE CHARGES		
Copy Cost	per page	0.25
Fax Cost	per page	1.00
Credit Card Payment Fee	5% of charge amount	5%
Laminating Costs 8 1/2 x 11	per page	2.50
Laminating Costs 11 x 17	per page	4.00
Laminating Card Tag	per tag	3.00
Copy: Comprehensive Plan	per document	50.00
Copy: Zoning Ordinance	per document	25.00
Copy: Subdivision Ordinance	per document	20.00
Certification Fee	per delinquent account assessment	25.00
Special Assessment Search		30.00
Returned Check Charge		35.00
Peddler License	annual license	50.00
Solicitor License	annual license	N/C
Telecommunications Permit		N/C
Waste Hauler Permit	tri-annual	100.00
Transient Merchant License		50.00
Fire Works - Temporary Tent/Stand		350.00
Fire Works - Permanent Store		100.00
Cemetery Lot - Resident		400.00
Cemetery Lot - Non-Resident		600.00
Fire Dept. Emergency Call (non-resident of fire district)	per call	500.00
Fire Department Service Call - Billing Rate	1st hour - minimum of 1 hour	500.00
Fire Department Service Call - each additional hour	each additional hour	300.00

BUILDING PERMITS

Building Permit Fee Calculation

1997 Fee Schedule + 10%

Valuation	\$1 to 500	25.85
	\$501 to 2000	\$25.85 for the first 500 plus 3.36 for each additional 100 or fraction thereof, to and including 2,000
	\$2001 to 25,000	\$76.25 for the first 2000 plus 15.40 for each additional 1000 or fraction thereof, to and including 25,000
	\$25,001 to 50,000	\$430.45 for the first 25,000 plus 11.11 for each additional 1000 or fraction thereof, to and including 50,000
	\$50,001 to 100,000	\$708.20 for the first 50,000 plus 7.70 for each additional 1000 or fraction thereof, to and including 100,000
	\$100,001 to 500,000	\$1,093.20 for the first 100,000 plus 6.16 for each additional 1000 or fraction thereof, to and including 500,000
	\$500,001 to 1,000,000	\$3,557.20 for the first 500,000 plus 5.23 for each additional 1000 or fraction thereof, to and including 1,000,000
	\$1,000,001 and up	\$6,172.20 for the first 1,000,000 plus 4.02 for each additional 1000 or fraction thereof

Building Department Inspection Fees

Building Permit Fee	100% of above fee schedule + state surcharge
Residential Plan Check Fee	65% of building permit fee
Commercial Plan Check Fee	65% of building permit fee
Building Permit Investigation Penalty	Work done without a permit. Inspector sets fee - up to twice the amount of the actual permit fee.
Reinspection Fees/Additional Inspection fees	Each inspection 45.00

Rental Dwelling Inspection

Rental Dwelling Inspection	minimum	54.00
3 - 5 units	per unit	18.00
6 - 10 units	per unit	17.00
11 - 20 units	per unit	15.75
21 - 40 units	per unit	14.75
41 - 100 units	per unit	13.50
101 - 200 units	per unit	12.50
200+ units	per unit	11.25
Rental Dwelling Reinspection fee - beyond 1st follow-up	each	45.00
Pre-Move Structure Inspections	per hour + mileage expense from inspector's office	45.00
Moved-In House Permit Fee	fee + permit, plan review, state surcharge, fees for foundation, interior remodel, addition, garage	250.00
Mobile Home Move-In Permit		250.50
Moved-In Shed/Garage	fee + permit, plan review, state surcharge, fees for foundation, interior remodel, addition, garage	125.00
Heating/Cooling Permit - Residential	per fixture + surcharge	60.00
Heating/Cooling Permit - Commercial	Based on value, 1997 fee schedule + 10%	
Plumbing Permit	per fixture + surcharge	60.00
Residential Plbg Fixture Change Out (water heater/softener)	\$15.00 plus \$1.00 surcharge	16.00
Commercial/Industrial Plumbing Plan Review	Based on value, 1997 fee schedule + 10%	
General Permits (minor residential alteration)		
Rewindow	55.00 permit + 1.00 surcharge	56.00
Reside	55.00 permit + 1.00 surcharge	56.00
Reroof	55.00 permit + 1.00 surcharge	56.00
Fence	55.00 permit + 1.00 surcharge	56.00

PLANNING & ZONING - Application fees may require additional legal, engineering and associated costs.

Comprehensive Plan Amendment/Change	fee + escrow*	500.00
City Code Amendment		250.00
Conditional Use Permit - Residential		200.00
Conditional Use Permit - Non-Residential		300.00
Interim Use Permit - Residential		200.00
Interim Use Permit - Non-Residential		300.00
Rezoning Application		350.00
Zoning Amendment		300.00
Variance - Residential		200.00
Variance - Non-Residential		300.00
Variance - Commercial		300.00
Street/Alley/Easement Vacation Application Fee		150.00
Annexation Application Fee		300.00
Storm Water Plan		250.00
Wetland Mitigation Plan	Fee + Escrow	100.00
Parking Reduction		100.00
Application for Appeal		150.00
Carver County Recording Fee		46.00
Site Plan Review	fee + escrow**	300.00
Lot Split		200.00
Boundary Line Adjustment		100.00
Sketch Plat Review	fee + escrow***	200.00
Subdivision * Preliminary Plat	fee + \$10 per lot	350.00
Subdivision *Final Plat	fee + \$10 per lot	250.00
Planned Unit Development (PUD)	PUD fees are in addition to plat fees	
Sketch Plan	fee + escrow*	200.00
General Concept Plan		400.00
Final Plan		300.00
Plan Amendment		300.00

Developer Escrow Deposit (required payment by certified check)

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

PARK DEDICATION

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

If City Council determines land shall be dedicated, the following requirements shall be met:

Residential Subdivisions	10% of total property area
Non-Residential Subdivisions	5% of total property area

UTILITY CONNECTION CHARGES

Water main Trunk Charge	per ERU	3900.00
Water main Trunk Charge - townhome/twinhome	per ERU	2500.00
Sewer main Trunk Charge	per ERU	3900.00
Sewer main Trunk Charge - townhome/twinhome per ERU	per ERU	2500.00
Water Hook-up Charge		125.00
Sewer Hook-up Charge		125.00
Storm Sewer Trunk Charge	per ERU	750.00
Barnes Lake Outlet	per ERU	250.00
Tacoma Ave N Improvement Fee		634.00
SAC/WAC Fees	See Spreadsheet	
3/4" Residential Water Meter	includes meter, horn, swivels & remote	360.00
1" Residential Water Meter	includes meter, horn, swivels & remote	475.00
1 1/2" Commercial Water Meter	includes meter, flange, & remote	1420.00
2" Commercial Water Meter	includes meter, flange, & remote	1620.00
3" Commercial Water Meter	includes meter, flange, & remote	1980.00
3/4" Residential Water Meter	meter only	180.00
1" Residential Water Meter	meter only	240.00
1 1/2" Commercial Water Meter	meter only	1280.00
2" Commercial Water Meter	meter only	1460.00
3" Commercial Water Meter	meter only	1830.00
5/8 x 3/4 Meter Horn	each + sales tax	55.00
1" Meter Horn - no lead	each + sales tax	115.00
3/4 Swivel - no lead	each + sales tax	15.00
1" Swivel - no lead	each + sales tax	19.00
1" Male Swivel - no lead	each + sales tax	20.00
1" Solder Swivel - no lead	each + sales tax	20.00
Single Port Radio	each + sales tax	140.00
Dual Port Radio	each + sales tax	155.00
1 1/2" flange	each + sales tax	40.00
2" flange	each + sales tax	40.00
3" flange	each + sales tax	50.00
Remote Reader	replacement	250.00
Non-Seasonal Disconnect/Reconnect Charge	each	75.00
Seasonal Disconnect/Reconnect Charge	each	50.00
Curb Box Cover	each + sales tax	115.00

UTILITY RATES

Late Payment Penalty	% of unpaid balance	10%
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Water

Residential Water Base Charge	per unit, per month	16.00
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Commercial Water Base Charge	per unit, per month	28.00
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Residential Water Usage Charge (Per 1,000 gallons)	Tier I - 0 to 6,000 gallons used	3.45
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Tier II - 6,001 to 52,000 gallons used	4.46
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Tier III - 52,001 to 88,000 gallons used	5.25
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Tier IV - 88,001+ gallons used	6.77
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Commercial Water Usage Charge (Per 1,000 gallons)	Tier I - 0 to 6,000 gallons used	3.45
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Tier II - 6,001 to 52,000 gallons used	4.46
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Tier III - 52,001+ gallons used	5.25
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Water Plant Charge	per unit, per month	8.20
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Water Sales	private truck	25.00
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per 1000 gallons for NYA residents	3.60
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per 1000 gallons for non-residents	8.30
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Sewer

Residential Sewer Base Charge	per unit, per month	9.00
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Commercial Sewer Base Charge	per unit, per month	9.00
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Residential Sewer Usage Charge (Per 1,000 gallons)	based on average water used in winter qtr	7.16
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Commercial Sewer Usage Charge (Per 1,000 gallons)	based on average water used in winter qtr	7.16
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Sewer Plant Charge	per unit, per month	5.00
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Storm Water Drainage

REC Unit	per month	4.90
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Special Parcels

Impervious Area	per month	18.44/acre
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Pervious Area	per month	5.81/acre
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SF Attached (Townhouse)	per month	2.47
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Commercial/Industrial

0%-50% Impervious	per month	8.98/acre
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>50%-75% Impervious	per month	13.69/acre
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>75% Impervious	per month	16.84/acre
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Open Space	per month	5.81/acre
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RENTAL EQUIPMENT - All rental equipment requires a \$500 deposit prior to use. 1 hour minimum unless otherwise noted.

12 KW Portable Generator	per hour	200.00
120/230 Generator	per hour	35.00
125 KW Portable Generator - dual voltage	per hour	250.00
2 way plow for Loader	per hour	30.00
4' Pump	per hour	75.00
4 way plow	per hour	30.00
Barricades	per day	10.00
Beaver Tail Trailer	per hour	40.00
Bobcat Tools (level bar, grapple forks, etc)	per hour	20.00
Bobcat Workmates	per hour	40.00
Chain Saw	per hour	30.00
Chipper	per hour	50.00
Engine Powered Hydraulic Pump/PTO drive 0-2000/min	per hour	300.00
Hand Tools	per day	10.00
Roller	per day	30.00
Rotating laser	per hour	40.00
Smoke Trailer	per day	75.00
Trailer	per day	40.00
Trash Pump	per day	20.00
Weed Whip	per hour	35.00
Wire Feed Welder	per hour	35.00

EQUIPMENT - All equipment requires operation by City Staff. Staff time is not included in fee. 1 hour minimum unless otherwise noted.

City Staff Operation Fee	per hour	50.00
City Staff Operation Fee (after hours)	per hour	90.00
Bobcat S-250	per hour	90.00
Bucket Truck	per hour	150.00
Bus	per hour	25.00
Camera equipment	per hour	100.00
Dump Truck	per hour	100.00
Flail Mower	per hour	90.00
Jetter	per hour	300.00
Jetter plus Vacuum	per hour	500.00
Loader	per hour	150.00
Mower	per hour	35.00
Pick Up Truck	per hour	50.00
Push Camera	per occurrence	25.00
Rotary Mower	per hour	60.00
Snow Plow	per hour	150.00
Street Sweeper	per hour	150.00
Tanker w/ pump	per hour	100.00
Tractor	per hour	90.00
Vacuum	per hour	250.00

FINES & VIOLATIONS

Nuisance Tree Abatement	Fine + cost of abatement	50.00
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False Alarm - rolling 12 month period

First three offenses	Warning
4th offense	50.00
5th offense	100.00
6th offense	150.00
each additional offense increases in increments of \$50	

Sprinkling Ban Violation

1st offense	Warning
2nd offense	50.00
3rd offense	100.00
each additional offense	200.00
Unlicensed Rental Dwelling Fines	250.00
Unlicensed fine per day, per unit	10.00

Rental Dwelling Violation	50.00
Violation fee per day until corrections are completed	5.00

Towing and Storage of Vehicles

Nuisance Violation - rolling 12 month period	Actual Cost
1st offense	Warning
Offenses thereafter	administrative penalty + cost of abatement

Administrative Penalty

1st offense	Warning
2nd offense	115.00
3rd offense	130.00
4th offense	150.00
each additional offense increases in increments of \$50	

Abatement Fees

LIQUOR LICENSE / ADULT USE - Liquor licenses run from July 1 - June 30

On-Sale

Intoxicating Liquor	per year	1200.00
Wine	per year	100.00
Sunday Liquor Sales	per year	200.00
Pavilion Intoxicating Liquor	must have an NYA On-Sale Intoxicating Liquor License	N/C
3.2 Beer / Malt Liquor	per year	150.00
Temporary (1 - 3 day event or up to 12 days in calendar year)	per year	25.00
Extended hours - 2am	per year	500.00

Off-Sale

Intoxicating Liquor	per year	200.00
3.2 Beer / Malt Liquor	per year	50.00

Miscellaneous Liquor License

Consumption & Display Permit	per year	100.00
Malt Liquor or Set Up Holder Permit	per year	250.00
Liquor License Investigation Fee - new license	per year	500.00
Liquor License Investigation Fee - established renewal license	per year	100.00

ADULT USE		
Adult Use License Fee	per year	1500.00
Adult Use Investigation Fee	per year	500.00
RENTAL FACILITIES		
<i>Willkommen Park Pavilion</i>		
Rental Fee	per day	400.00
NYA Civic Group	per day	N/C
Local Non-Profit (must have proof 501-3c Form)	per day	150.00
Damage Deposit (required prior to event date)		300.00
Sound System	per event	50.00
Scheduled Early Entry / Exit	per day	250.00
Early / Late Entry - Two weeks or less prior to event date	per day	125.00
Willkommen Park Gazebo	per event	50.00
<i>Roy Clay Community Building</i>		
Rental Fee	per day	125.00
NYA Civic Group	per day	N/C
Local Non-Profit (must have proof 501-3c Form)	per day	75.00
Damage Deposit (required prior to event date)		200.00
<i>Lion's Shelter</i>		
Rental Fee	per day	125.00
NYA Civic Group	per day	N/C
Local Non-Profit (must have proof 501-3c Form)	per day	75.00
Damage Deposit (required prior to event date)		200.00
<i>Legion Pool Park</i>		
Rental Fee	per day	125.00
NYA Civic Group	per day	N/C
Local Non-Profit (must have proof 501-3c Form)	per day	75.00
Damage Deposit (required prior to event date)		200.00
WEST CARVER COMMUNITY POOL		
Family Season Pass	Up to 5 people - must live at the same address	125.00
	each additional family member	15.00
Single Season Pass		75.00
Child Care Pass		200.00
Family / Child Care Pass	include child care clients + 5 family members	250.00
	each additional family member	15.00
Daily Admission	per day	5.00
10 Pass Punch Card	10 day pass	35.00
Group Rate (ten or more people)	10 people	35.00
	each additional person	3.00
Birthday Party	1.5 hours, up to 25 guests, includes one treat per person	125.00
Swim Lessons		
Regular		45.00
Private		150.00
Semi-Private	per student, max of 3	75.00
Family - Sibling	max of 3 students in similar level	150.00

MISCELLANEOUS

Temporary RV Permit		N/C
Curb Cut Damage Deposit		-
Curb Cut Inspection Fee		5.00
Street/Landscape/Driveway Deposit (refundable)		900.00
Utility Damage Deposit (refundable)		500.00
Tree Permit		N/C
Excavation Permit		Actual Cost
Fill Permit		Actual Cost
General Sign Permit (no plan review required)	55.00 permit + 1.00 surcharge	56.00
Residential Demolition Permit	100.00 permit + 1.00 surcharge	101.00
Commercial Demolition Permit	200.00 permit + 1.00 surcharge	201.00
Staff Time - Regular Hours	per hour	50.00
Staff Time - After Hours	per hour	90.00
Public Notice		75.00
Notary Public		N/C
Golf Cart Permit	triennial	40.00
Aministrative Permit - Extra Vehicle	per vehicle, per year	10.00



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 27, 2017

SUBJECT: SRF Consulting Group Service Agreement – U.S. Highway 212 Underpass
Project Preliminary Design

Enclosed is the proposed contract with SRF Consulting Group for the completion of the preliminary design for the U.S. Highway 212 Underpass Project. Jay Squires, City Attorney, has reviewed the contract and made two small changes which are both identified on page 2 (strikethrough sentence and additional language highlighted in "red")

Suggested Motion:

Motion to approve the SRF Consulting Group Service Agreement to complete the U.S. Highway 212 Underpass Project Preliminary Design.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), effective November 13, 2017, by and between City of Norwood Young America having an office at 310 Elm Street West, P.O. Box 59, Norwood Young America, Minnesota 55368 (the "Client") and SRF Consulting Group, Inc. having an office at One Carlson Parkway North, Suite 150, Minneapolis, Minnesota 55447 ("SRF"), who are the parties.

RECITALS

The Client wishes to purchase the services of SRF to perform consulting services for the US Highway 212 Underpass Preliminary Design project, hereinafter referred to as the "Project".

SRF has the training, experience, and knowledge to provide this service upon the terms and conditions hereinafter set forth.

SRF is an independent contractor, and is not an employee or partner of, or a joint-venture with the Client.

TERMS

The foregoing recitals are incorporated herein for all purposes as if fully set forth.

ARTICLE 1: SERVICES OF SERVICES.

- (a) SERVICES. SRF shall perform, consistent with the standard of care stipulated herein, and other terms and conditions of this Agreement, those services set forth in **ATTACHMENT A** (the "Services") and by this reference incorporated herein and made a part hereof for all purposes.

Copies of the Client's Request for Proposal and SRF's Proposal, dated September 27, 2017 (the "RFP documents") are attached as **ATTACHMENT B** solely as a reference, and is not incorporated herein by reference except as expressly stated below in this Article.

- (b) UNAUTHORIZED AND EXTRA WORK. SRF shall not proceed with performance of any work in addition to that stipulated in **ATTACHMENT A** ("Extra Work"), prior to the full execution of an amendment signed by both parties describing the work to be performed, the schedule for performance, and the compensation to be paid.
- (c) CLIENT DUTIES. In addition to other responsibilities of the Client as set forth in this Agreement, the Client shall: (1) provide full information as to the requirements for the Services; (2) assist SRF by placing at SRF's disposal, information in possession of the Client which it believes is pertinent to the Services, and SRF may rely on the accuracy and completeness of this information; (3) give prompt written or verbal notice to SRF whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of SRF's Services, observes or otherwise becomes aware of the presence at the Project site of any constituent of concern, or of any defect or nonconformance in SRF's Services, the work, or in the performance of any contractor; and (4) provide SRF in writing any and all policies and procedures of the Client applicable to SRF's performance of Services under this Agreement. SRF will comply with such policies and procedures pursuant to the standard of care set forth in Article 3(a) and to the extent compliance is not inconsistent with professional practice requirements (the "Client's Duties").

ARTICLE 2: TERM OF AGREEMENT; PERFORMANCE SCHEDULE.

- (a) TERM. The term of this Agreement shall be for a period commencing with the effective date hereof and ending on the earlier of: (1) the date the Services have been satisfactorily completed and final payment has been made; (2) the date stated in any Notice of Termination issued pursuant to Article 7.



- (b) Performance schedule. Specific periods for rendering Services are set forth or specific dates by which Services are to be completed are provided in **ATTACHMENT C** (the "Schedule"). The Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay SRF's performance of its Services. However, the times for performance established in such Schedule shall be extended for periods of delay and similar circumstances for which SRF has no fault and cannot reasonably mitigate provided that like extensions are granted to SRF by Client.

~~If the Client authorizes changes in the scope, extent, or character of SRF's Services, then the Client shall adjust equitably the time for completion of SRF's Services, and the amounts of SRF's compensation.~~

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ARTICLE 3: STANDARD OF CARE; KEY PERSONNEL.

- (a) **STANDARD OF CARE.** SRF shall perform the Services in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession performing the same or similar work under the same or similar circumstances in the locale where the Project is located. ~~Except as provided in this Article,~~ SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's Services.
- (b) **KEY PERSONNEL.** With respect to this Agreement, SRF and the Client shall designate specific individuals to act as SRF's and the Client's representatives with respect to the Services to be performed or furnished by SRF and responsibilities of the Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions related to the Project on behalf of the respective party whom the individual represents, are named under this Article. The parties may not remove or replace the designated staff from the Project without the written approval of the other party.

SRF'S KEY PERSONNEL: Kevin Jullie

CLIENT'S KEY PERSONNEL: Steven Helget

ARTICLE 4: COMPENSATION.

SRF shall be compensated for performance of the Services on an hourly basis, for a maximum amount not to exceed **\$59,550.00** (the "Total Price"), calculated according to the labor rates and cost components stipulated in **ATTACHMENT A**, Compensation. Reimbursable expenses shall include only those authorized under this Agreement, and without markup. Mileage shall be billed at a rate not to exceed the current IRS allowable rate for business.

Allowable reimbursable expense costs include subcontractor fees for Braun Interetec. The subcontractor cost component of the project expenses is **\$20,550.00**.

ARTICLE 5: INVOICES AND PAYMENT.

SRF will prepare monthly invoices in a format acceptable to the Client, and shall submit its invoices by the tenth (10) day of each month for the Services, Additional Services and reimbursable expenses incurred and booked, during the prior month (the "Invoice Period"). The Client will make undisputed payments no later than thirty (30) days' after receiving SRF's invoices for Services performed. If the Client objects to any portion of an invoice, the Client shall notify SRF within five (5) business days of invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute.

ARTICLE 6: INSPECTIONS AND AUDITS.

- (a) **INSPECTIONS.** SRF's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by authorized representatives of the Client and the Client's Auditors, as appropriate, for six years from the Client's final payment under this Agreement.



- (b) AUDITS. Authorized representatives of the Client (and the federal government, if federal funds are involved) have the right to inspect SRF's work under this Agreement whenever such representatives, in their sole discretion, deem such inspections necessary. Unless otherwise agreed by the parties, such inspections will be conducted during regular business hours.

ARTICLE 7: TERMINATION.

The Client may cancel this Agreement for any reason without cause upon ten (10) days' written notice. If termination shall be without cause, the Client shall pay the SRF all compensation earned to the date of termination. If the termination shall be for SRF's failure to fully perform, in any material respect, its obligations under this Agreement, the Client shall pay SRF all compensation earned prior to the date of termination minus any damages and costs incurred by the Client as a result of such default. If the Agreement is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by SRF under this Agreement shall, at the option of the Client, become the property of the Client, and SRF shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

ARTICLE 8: OWNERSHIP/REUSE OF WORK PRODUCT/PROPRIETARY INFORMATION.

- (a) OWNERSHIP OF MATERIALS. All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials created by SRF from this Agreement and paid for by the Client shall become the property of the Client. Any use except for the specific purposes intended by this Agreement will be at the Client's sole risk and without liability or legal exposure to SRF.
- (b) INTELLECTUAL PROPERTY. Work produced by SRF under this Agreement is classified as "work for hire" and upon payment by the Client to SRF will be the exclusive property of the Client and will be surrendered to the Client immediately upon completion, expiration, or cancellation of this Agreement. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. SRF may retain a copy of the Work for its files in order to engage in future consultations with the Client and to satisfy professional records retention standards. SRF represents that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.

- (c) WORKING FILES. SRF will maintain files containing all deliverable documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Agreement ("Work Papers"). SRF is not, however, required to provide the Client with SRF's correspondence file and original working papers, calculations, and notes developed, or previously belonging to and used, as a result of the Services ("Original Work Papers"). SRF shall preserve all Work Papers and make available to the Client copies of the Work Papers upon request of the Client throughout the duration of the Project.
- (d) PROPRIETARY INFORMATION. SRF shall treat as proprietary, all information provided by the Client and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or



media, resulting from SRF's performance of the Services. SRF shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of the Client.

The preceding restriction shall not apply to information which is in the public domain, was previously known to SRF, and was acquired by SRF from others who have no confidential relationship to the Client with respect to same, or which, through no fault of SRF, comes into the public domain. SRF shall not be restricted from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. SRF shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify the Client in writing of the demand for information before SRF responds to such demand. The Client may, at its sole discretion, seek to quash such demand.

ARTICLE 9: NOTICES.

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address first written above. All notices shall be effective upon the date of receipt.

ARTICLE 10: COMPLIANCE WITH LAWS.

- (a) In performance of the Services, SRF shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards in effect as of the execution of this Agreement.
- (b) SAFETY. SRF is solely responsible for health and safety of its own employees and its subconsultants. SRF will comply with any owner or site controlling contractor's health and safety plan. SRF will comply with all applicable federal, state and local laws, and regulations related to health and safety.
- (c) SITE SAFETY. Except with the respect of its subconsultants, SRF shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall SRF have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work.
- (d) PERMITS, LICENSES AND FEES. SRF will acquire all permits and licenses required by law that are applicable to SRF's professional services.
- (e) CERTIFICATION. SRF shall not be required to sign any documents, no matter by whom requested, that would result in SRF having to certify, guarantee, or warrant the existence of conditions whose existence SRF cannot ascertain. The Client agrees not to make resolution of any dispute with SRF or payment of any amount due to SRF in any way contingent upon SRF signing any such documents.
- (f) EQUAL OPPORTUNITY AND NON-DISCRIMINATION LAWS. SRF agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of SRF. Among the federal, state and city statutes and ordinances to which SRF shall be subject under the terms of this Agreement include, without limitation, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964); 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act); 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA); 29 U.S.C Section 206(d) (the Equal Pay Act); 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws.

ARTICLE 11: LAW; JURISDICTION; VENUE.

- (a) This Agreement, interpretation, and performance, and any disputes between the parties arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws in which the Project is located,



without regard to conflict of laws principles. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

- (b) SRF and the Client agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties, the dispute will be submitted to mediation prior to litigation. Cost of mediation shall be shared equally between the parties. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

ARTICLE 12: DELAY IN PERFORMANCE.

Neither the Client nor SRF shall be considered in default of this Agreement for delays in performance caused by *force majeure* events. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Client or SRF under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 13: INDEMNIFICATION.

SRF agrees, to the fullest extent permitted by statute or common law, to indemnify and hold harmless the Client against all damages, liabilities, or costs, including reasonable attorney's fees, to the extent caused by SRF and its employee's negligent acts or omissions in the performance of professional services under this Agreement, and that of its subcontractors, subconsultants or anyone for whom SRF is legally liable, provided by or through this Agreement. SRF shall not be obligated to defend, indemnify and hold harmless the Client in any manner whatsoever for the Client's own negligence or for the negligence of others. Minnesota Statutes, Chapter 466 and other applicable laws govern the Client's liability.

ARTICLE 14: DATA PRACTICES.

SRF agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. SRF and any of SRF's subconsultants or subcontractors retained to provide Services under this Agreement shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." SRF must immediately report to the Client any requests from third parties for information relating to this Agreement. The Client agrees to promptly respond to inquiries from SRF concerning data requests. SRF agrees to hold the Client harmless from any claims resulting from SRF's unlawful disclosure or use of data protected under state and federal laws.

ARTICLE 15: INSURANCE.

- (a) COVERAGES. SRF shall maintain at its own cost and expense throughout the term of the Agreement the following insurance coverages.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. Coverage to include all statutory workers' compensation benefits to the employees of SRF who may sustain work-related injury, death or disease. Employer's Liability coverage with a limit of not less than \$1,000,000 each accident/disease shall also be maintained.

COMMERCIAL GENERAL LIABILITY ("CGL") INSURANCE. with limits of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage to include Premises, and Operations Bodily Injury and Property Damage,



Independent Contractors, Products and Completed Operations Liability, and Personal and Advertising Injury. If SRF's work will be performed in a railroad right of way, the policy shall include coverage for work performed within 50 feet of a railroad. **SRF's CGL policy shall name the Client as Additional Insured, for both ongoing and completed operations.**

BUSINESS AUTOMOBILE LIABILITY INSURANCE, with a combined single limit of not less than \$2,000,000 each accident. SRF shall carry business automobile liability insurance covering owned, non-owned and hired vehicles. **SRF's Automobile policy shall name the Client as Additional Insured.**

UMBRELLA/EXCESS LIABILITY INSURANCE, may be used to supplement SRF's policy limits to satisfy the full policy limits required by this Agreement.

PROFESSIONAL LIABILITY INSURANCE, with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. Coverage to include SRF's legal liability for damages arising out of SRF's negligent performance of professional services pursuant to this Agreement or relating to the Project.

- (b) **LOWER-TIER SUBCONTRACTOR**. SRF shall require all lower-tier consultants and/or subcontractors engaged by SRF in connection with the performance of Services to carry and maintain insurance against the risks set forth above, in the amounts and under terms as determined to be appropriate by SRF to fulfill its obligations of this Agreement. SRF shall not allow its lower tier consultants and/or subcontractors to commence work until the insurance required has been obtained and the corresponding certificate(s) of insurance have been approved by SRF.

ARTICLE 16: ASSIGNMENT; CONSTRUCTION.

- (a) Neither SRF nor the Client may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specially stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.
- (b) The Client and SRF are hereby bound and the partners, successors, executors, administrators, and legal representatives of SRF and the Client (and to the extent permitted by subsection (a), the assigns of SRF and the Client) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

ARTICLE 17: BENEFICIARIES.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, only. SRF and Client are the only beneficiaries of this Agreement and are solely entitled to enforce its terms. It is the express intent of SRF and Client that should any persons or entities other than the parties hereto receive a benefit under this Agreement, they shall do so as incidental beneficiaries only.

ARTICLE 18: SEVERABILITY AND WAIVER OF PROVISIONS.

In the event that any term or condition of this Agreement is held to be illegal, invalid, or unenforceable under the law, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected thereby and continue in full force. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



ARTICLE 19: INTERPRETATION.

The parties agree that they are aware that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of legal counsel is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor or against either party based upon authorship. Unless established as a term of art, with a well-understood and unequivocal technical or trade meaning, words are used in their common and ordinary meaning.

ARTICLE 20: SIGNATURES.

Each party represents that the person executing this Agreement has the necessary legal authority to do so on behalf of the respective party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

ARTICLE 21: ENTIRE AGREEMENT.

This Agreement represents the entire and integrated agreement between the Client and SRF and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral. This Agreement may not be altered, changed, or amended except as set forth in a written amendment to this Agreement.

The Client and SRF have duly executed this Agreement, effective from the date first written above.

SRF CONSULTING GROUP, INC.:

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

CITY OF NORWOOD YOUNG AMERICA:

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

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TO: Mayor and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: November 27, 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). The results of the comparison were discussed at the City Council meeting on November 13, 2017. At that time, the Council requested additional information regarding the events at the Pavilion.

There have been a total of 32 events from 1/1/17 to 11/4/17 that either sold or served alcohol. Of these, The Pour House was the alcohol provider for 11 events. The full spreadsheet is attached.

Attached is a letter from Mr. Finnerty explaining his request.

**Last year the council approved to make the Pavilion liquor license agreement a two year term. If the Council decides to void the agreement, it is recommended to have the new agreement run through June 30, 2019. The reason for this is because liquor licenses run from July 1 to June 30 each year.*

2017 PAVILION RENTALS (1/1/17 - 11/4/17)

	EVENTS	AVG GUESTS	POUR HOUSE	11%	89%	TOTAL SALES	AVG SALES
Weddings	22	188	9	626.25	5067.30	5693.55	632.62
Graduation	3	190	0	0.00	0.00	0.00	0.00
Birthday/Anniversary	3	158	0	0.00	0.00	0.00	0.00
Civic Group	2	150	1	49.55	400.90	450.45	400.90
Other	2	191	1	22.00	178.00	200.00	178.00
<i>TOTAL</i>	32	877	11	697.80	5646.20	6344.00	403.84

* Events that didn't serve alcohol were not included in the totals.


We would like to thank the City Council for hearing our concerns regarding the Pavilion liquor license on November 13, 2017. On the behalf of The Pour House, we requested that the City Council consider requiring renters to use the liquor license holder.

Since the discussion I, Ryan Finnerty, had met with City Clerk, Kelly Hayes, and I suggested the following:

- All weddings are required to go through the Pavilion liquor license holder.
- All other events have the option to bring in their own alcohol or to use the Pavilion liquor license holder.
- City Council can set the alcohol prices to lower side of local pricing standards which will be posted in the Pavilion.

We understand that the current agreement between The Pour House and the City does not mention this stipulation. We understand that this could void the agreement and the City may request proposals from other vendors. We understand that the Pour House may not get the contract.

Again, thank you for your consideration.

 11/22/17

Ryan Finnerty
The Pour House Co-Owner

John Barnes
The Pour House Co-Owner



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

From: Cynthia Smith Strack, Consulting Planner

Date: November 27, 2017

Re: Southwest Paving CUP Compliance

BACKGROUND

The Planning Commission has conducted an audit of compliance with a conditional use permit and an amendment to the conditional use permit pertaining to property at 700 Railroad Street West (Southwest Paving). Review of records and site visits indicate the property is not in compliance with conditions of the use permits. The Commission recommends the Council request the owner of the property appear before the Council to discuss continued non-compliance issues with the intent of the Council being to schedule a hearing to revoke the CUP unless the Applicant demonstrates ability to comply with conditions by June 1, 2018.

Following is pertinent background information:

1. A CUP was issued on March 27, 2006 as Resolution 2006-33 allowing for the contractor operation and outdoor storage. Conditions on the use permit referenced a memo provided by the Applicant detailing how operations would be conducted and what the Applicant was committed to perform to limit impact of the use on adjacent areas.
2. An amendment to the initial CUP was approved on May 26, 2015 as Resolution 2015-13. The amendment rescinded a requirement for complete perimeter fencing which was a condition of the initial CUP. The Applicant proposed detailed site landscaping as per a landscape plan he submitted in lieu of perimeter fencing. The Council agreed to rescind perimeter fencing requirement provided the landscape plan was implemented prior to October 31, 2015.
3. In the fall of 2016 the Planning Commission discussed compliance of the site pertaining to necessary landscaping. The Commission found the CUP holder had not performed as represented. A letter was mailed to the Property Owner in November 2016 alerting him to the fact his site was not in compliance and allowing him until summer 2017 to install necessary landscaping.
4. At this time an audit of the site finds the CUP holder has made an effort to store equipment on the site in an orderly manner on appropriate surfaces, an improvement from years past. However, the site remains inconsistent with approved standards particularly related to landscaping as itemized below:
 - A. Black Hills Spruce trees have been placed on the berm adjacent to Highway 212 as illustrated in the landscape plan approved under Resolution 2015-13.
 - B. Under the landscaping plan five Black Hills Spruce trees were to be planted along the east property line with an initial size of six feet. Although there are three deciduous trees on the east side of the property parallel to Railroad Street, no spruce trees have been installed in the side property line as illustrated on the landscape plan.

- C. A total of eleven Norway Pine trees were to be planted along the west property line with an initial size of four feet. One Spruce tree is present.
- D. Under the landscape plan the following were to be installed in the front yard: (1) 14 Black Hills Spruce trees at an initial size of six feet, (2) five Norway Pine with an initial size of four feet; (3) six Swiss Stone Pine with an initial size of four feet; (4) three Amur Maacki with an initial size of 15 inches; (5) 48 flame grass plantings with an initial size of 18 inches and 59 boxwood or low bush honeysuckle with an initial size of 24 inches. At this time a total of eight spruce trees have been planted in the front yard – five are west of the building front and three east of the building front.
- E. The property owner committed to keeping the grounds neat with grass mowed as needed. Nearly all of the south, east, and west sides of the property have not been mowed.
- F. The southern part of the lot is a mix of countless piles of material and weeds.

ACTION

The Planning Commission recommends the Council request the owner of the property appear before the Council to discuss continued non-compliance issues with the intent of the Council being to schedule a hearing to revoke the CUP unless the Applicant demonstrates ability to comply with conditions by June 1, 2018. The Commission recommends a follow-up letter detailing discussion at the City Council meeting be dispatched to the owner of the property following Council discussion.

ATTACHMENTS

1. Conditional Use Permit issued March 27, 2006 as Resolution 2006-33.
2. Written narrative description of proposed use submitted by the property owner, dated February 13, 2006 as specified in Resolution 2006-33.
3. CUP Amendment dated May 26, 2015 approved as Resolution 2015-13. The amendment provided requested relief to perimeter fencing requirements prescribed by Resolution 2006-33. The CUP amendment was initiated by the property owner and reflects a landscape plan created and submitted by the property owner.
4. Landscape plan pertaining to Resolution 2015-13.
5. Draft letter from November 2016 sent to property owner alerting him of non-compliance and need to cure by summer 2017.
6. Photos of the site dated October 2017.

November 2, 2016

Mr. Greg Brakefield
Southwest Paving
700 Railroad Street West
Norwood Young America MN 55368

Dear Mr. Brakefield,

As you are aware the City routinely conducts audits of existing conditional use permits to determine compliance with the conditions under which use permits have been issued. The purpose of this letter is to notify you of a violation of a conditional use permit issued by the City Council on May 26, 2015. Please find an executed copy of the use permit attached.

The CUP was issued at your request and references a landscaping plan you submitted for consideration in lieu of establishing perimeter fencing. The CUP required all plantings represented in the landscape plan be installed no later than October 31, 2015. The required plantings included:

1. A total of 19 Black Hills Spruce trees will be placed along the berm adjacent to Highway 212 (north property line). There are seven existing, so 12 will be added. New trees will have an initial size of six feet.
2. A total of five Black Hills Spruce trees will be planted along the east property line. Initial size six feet.
3. A total of eleven Norway Pine trees will be planted along the west property line. Initial size four feet.
4. The following will be inserted in the front yard of the property adjacent to Railroad Street:
 - 14 Black Hills Spruce. Initial size six feet.
 - Five Norway Pine. Initial size four feet.
 - Six Swiss Stone Pine. Initial size four feet.
 - Three Amur Maacki. Initial size 15 inches.
 - 48 flame grass. Initial size 18 inches.
 - 59 boxwood or low bush honeysuckle. Initial size 24 inches.

Our routine audit finds the landscaping plantings, especially those to be installed adjacent to Railroad Street have not been installed. As such you are in violation of the conditional use permit.

In addition the property is overgrown with weeds and numerous pieces of equipment are parked on the site. Under the use permit items are to be stored in a neat and orderly fashion and weeds are to be controlled and grass mowed.

Since the property is in violation, but winter is approaching, we will extend your period of compliance to May 15, 2017. All landscaping shall be in place before that date. If not the City Council will summon you to testify at a public hearing to revoke your conditional use permit.

Since compliance with your proposed conditions has previously been at issue we expect compliance May 15th with any additional grace period being unlikely. The purpose of this letter is to gain compliance and it is sincerely hoped this letter is sufficient to ensure performance on your part.

If you have any questions please don't hesitate to contact me (952) 467-1800 or by email to cityadmin@cityofnyc.com

Thank you in advance for your prompt attention to this matter.

Steve Helget
City Administrator
City of NYC

RESOLUTION 2006-33

A RESOLUTION APPROVING A SITE PLAN AND A CONDITIONAL USE PERMIT FOR SOUTHWEST PAVING ON PROPERTY LOCATED AT 700 RAILROAD STREET W.

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

WHEREAS, the City of Norwood Young America requires approval of a site plan and conditional use permit pursuant to Sections 1270 and 1272 of the Norwood Young America City Code; and

WHEREAS, Southwest Paving, (the "Applicant") applied for approval of the site plan and conditional use permit to construct a building, associated site improvements, and to allow outdoor storage of equipment and materials (the "Use") on property located at 700 Railroad Street W.

WHEREAS, the City of Norwood Young America Planning Commission held a public hearing to consider the Applicant's request for a site plan and conditional use permit to locate the Use on the Property at a meeting on March 16, 2006; and

WHEREAS, the City of Norwood Young America City Council at a regularly meeting on March 27th, 2006, considered the testimony of the public hearing, the application materials on file with the City, and the recommendation of the Planning Commission.

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

1. The subject property is zoned C/I, Commercial/Industrial, which requires a conditional use permit for the proposed use with outside storage.
2. The use appears to be consistent with the intent of this Ordinance.
3. The use does not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements, and
4. The use does not have an undue adverse impact on the public health, safety or welfare.
5. The use does not negatively impact automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
6. The use appears to meet all of the performance criteria requirements as established in Section 1250 of the Zoning Ordinance.
7. The Use, subject to certain conditions, conforms to the specific conditional use provisions as established in Section 1270 of the Norwood Young America City Code.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves the Applicant's request for a site plan and conditional use permit, subject to the following conditions.

1. Approval of the site plan and conditional use permit is subject to the applicant purchasing the subject property from the City.
2. The applicant shall revise and provide a site plan to the City that is to scale and complies with the standards of Section 1220, Off Street Parking and Loading, in the Zoning Ordinance. Dimensions of the parking spaces and drive-aisles shall be clearly identified on the plan and shall be in conformance with Section 1220.
3. The applicant shall comply with the conditions in the City Engineer's letter dated March 9, 2006.
4. Review and approval of plans and required applications by Carver County.
5. The applicant shall provide a 40-foot wide easement along the east property line, as recommended by the City Engineer, to accommodate the future utility extension. The location of the security fence and storage bins shall be relocated outside of the easement area.
6. The applicant shall provide a 20-foot easement along the south property line to accommodate the future westerly extension of sewer and water facilities.
7. The applicant shall provide a revised landscape plan showing additional evergreens to be planted to provide additional screening along Highway 212. The plan shall be submitted to staff for review and approval prior to issuance of building permits.
8. Prior to installation of any signage, the applicant shall submit detailed plans for all signage with the required building permit application.
9. The applicant shall submit detailed plans and fixture information for any additional lighting proposed, along with the required building permit application.
10. The applicant shall comply with the performance criteria established in Section 1250 of the Zoning Ordinance.
11. The conditional use permit allows storage of equipment and materials as identified in the application materials and description of use received by the City on February 13, 2006.
12. Building permits shall be required prior to any building construction or improvements on this property.
13. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
14. This approval shall expire one year after date of approval unless the Applicants have commenced operation of the Use on-site.
15. The permit shall be subject to annual inspection and review by the City. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution.
16. Any change in ownership, operations or operator shall be cause for the permit to be reviewed by the City for a determination as to whether an application for an amendment or similar consideration is necessary.

RESOLUTION 2015-13

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT FOR PROPERTY AT 700 RAILROAD STREET WEST

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

WHEREAS, a conditional use permit is required under § 1210.06, *Conditional Use Permits*, Subd. 3(B)(18) for outdoor storage in industrial districts; and

WHEREAS, Greg Brakefield, d.b.a. Southwest Paving (the "Applicant") had previously applied for and was granted a conditional use permit to allow outdoor storage on industrial property (the "Use") at 700 Railroad Street West (the "Property"); and

WHEREAS, the terms of the conditional use permit approval were specified in City of Norwood Young America Resolution 2006-33 which is hereby incorporated by reference; and,

WHEREAS, said Resolution 2006-33 provides for storage of equipment and materials as identified in the permit application materials and a description of the use received by the City on February 13, 2006, which is hereby incorporated by reference; and,

WHEREAS, the Applicant makes the following representations which the City accepts as a good faith representation of the proposed operation:

1. Perimeter fencing will interfere with the day to day operations at the site and limit efficiency of site usage.
2. If the requirement for a complete perimeter fence is removed the Applicant will provide landscaping with trees and a berm for screening around the subject property..
3. The Applicant has submitted a landscape plan with the application illustrating:
 - a. A total of 19 Black Hills Spruce trees will be placed along the berm adjacent to Highway 212 (north property line). There are seven existing, so 12 will be added. New trees will have an initial size of six feet.
 - b. A total of five Black Hills Spruce trees will be planted along the east property line. Initial size six feet.



Description of use for 700 Railroad Street

Use of property to conduct normal business operations for Southwest Paving, Inc.

Basic Operation

Employees will report to the shop every morning and leave shortly after to head to the job site. Employees would return every evening. Times would vary depending on workload and location of job.

Included in the basic operation will be storage and maintenance of equipment, storage of materials and daily operations of the business. Also, included are plans for the leasing of space and the upkeep of the property.

Equipment list

- Dump Trucks
- Tractor Trailers
- Several Pick-up trucks
- Paving machines
- Rollers
- Backhoes
- Skid Steers
- Bulldozers
- Other General Construction Equipment

Materials Stored on-site

- Base Material *
- Chip Rock held in bins
- Asphalt and Concrete Chunks to be recycled*

*both items would be piled in the rear of the property behind berm with coniferous trees

Other

- Dumpster
- Fuel tanks in required spill protection

Space to be leased

- Proposed that Southwest Paving will lease part of the space in the building
- Proposed tenants would be similar construction type business
- Goal is to lease to two tenants

Building Site Maintenance

- Grounds will be kept neat with grass mowed as needed
- Front of the property (along Railroad St.) will be landscaped
- Fill berm across 212 edge of lot with coniferous trees
- Fence to encompass entire property once grade is complete

- c. A total of eleven Norway Pine trees will be planted along the west property line. Initial size four feet.
 - d. The following will be inserted in the front yard of the property adjacent to Railroad Street:
 - 14 Black Hills Spruce. Initial size six feet.
 - Five Norway Pine. Initial size four feet.
 - Six Swiss Stone Pine. Initial size four feet.
 - Three Amur Maacki. Initial size 15 inches.
 - 48 flame grass. Initial size 18 inches.
 - 59 boxwood or low bush honeysuckle. Initial size 24 inches.
4. All plantings as represented in a landscape plan submitted with the application shall be installed at 700 Railroad Street West as illustrated in said landscape plan no later than October 31, 2015.

WHEREAS, the City of Norwood Young America Planning Commission on May 19, 2015 held a public hearing regarding the request after the hearing notice was posted, published, and distributed as required under law; and,

WHEREAS, the Planning Commission, after review and discussion, recommended the City Council approve the use permit based on several conditions; and,

WHEREAS, at a regular meeting on May 26, 2015, the City Council considered the application materials on file with the City and the recommendation of the Planning Commission.

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

1. The subject property is zoned I-1, Light Industrial.
2. The Use, subject to certain conditions listed below, appears to be consistent with the intent of the Zoning Ordinance for properties with the I-1 District.
3. The Use, subject to certain conditions listed below, appears to be consistent with the goals and policies set forth in the City of Norwood Young America Comprehensive Plan for properties in the I-1 District.
4. The use, subject to certain conditions below, does not appear to have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements because the use is already established and the proposed amendment does not appear to materially alter pre-existing conditions.
5. The use, subject to certain conditions below, does not appear to pose an undue adverse impact on the public health, safety or welfare.
6. The use, subject to certain conditions below, does not appear to be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the

neighborhood as the use is already established and the proposed amendment does not appear to materially alter preexisting conditions.

7. The use, subject to certain conditions below, will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district as the use has been previously established and the proposed amendment does not appear to materially alter preexisting conditions.
8. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a conditional use permit amendment for the property at 700 Railroad Street West, subject to the following conditions:

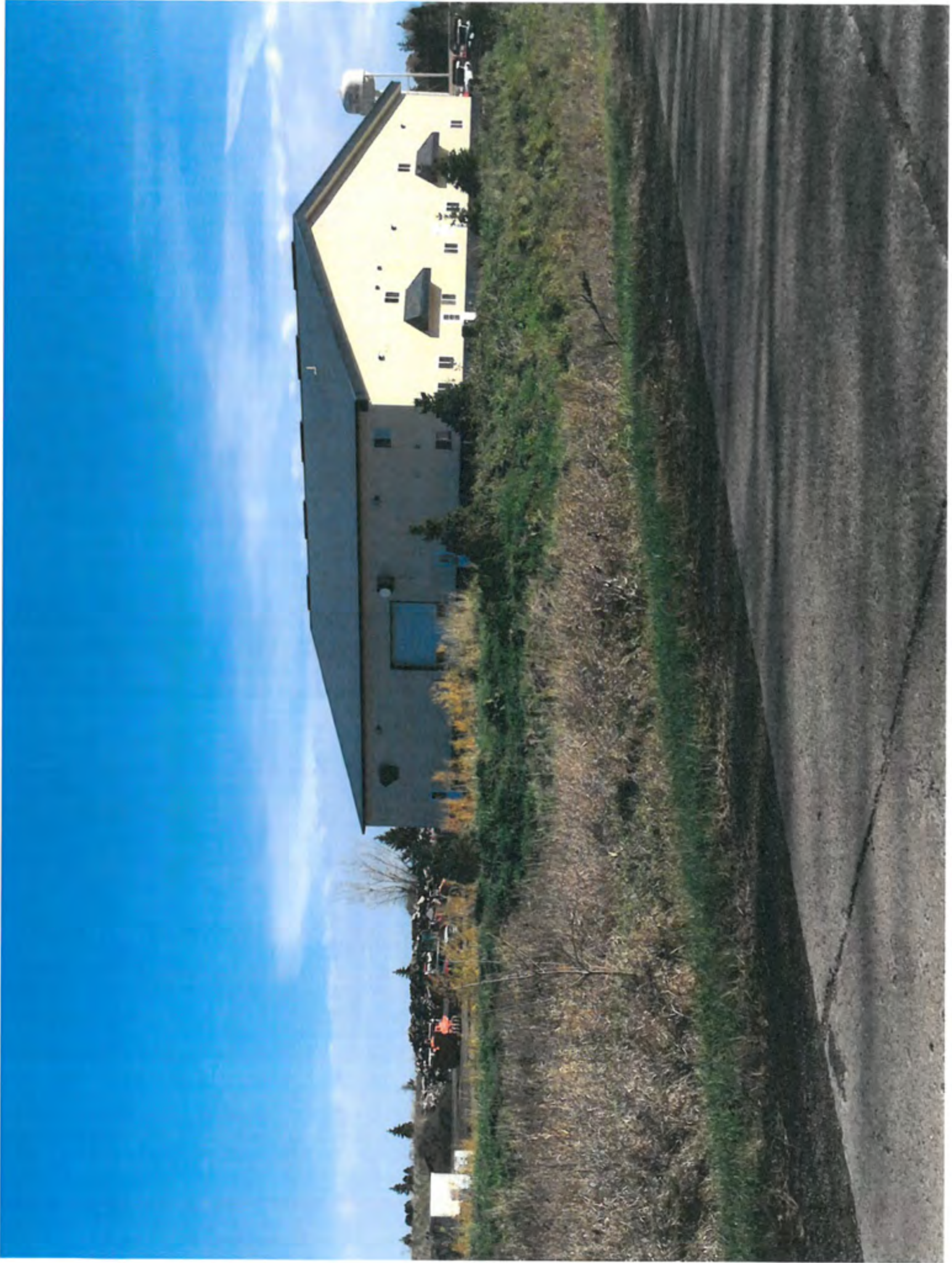
1. All conditions contained in NYA Resolution 2006-33 relating to the subject property remain in effect, except that the requirement for a perimeter fence specified in correspondence dated February 13, 2006 under condition number eleven shall be released.
2. The exact vegetation type, size, and volume proposed in a landscape plan submitted by the Applicant in conjunction with the CUP by October 31, 2015.
3. The Applicant shall maintain said vegetation at all times. In the event any of the vegetation represented in the landscape plan does not survive at the site it shall be replaced as represented in the landscape plan within ninety (90) days of showing signs of distress.
4. This approval is applicable only to the property at 700 Railroad Street West.
5. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
6. The permit shall be subject to annual inspection and audit by the City.
7. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Section 1210.06, Subd. 5 "Revocation of Conditional Use Permits" of the Zoning Ordinance.
8. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.

Adopted by the City Council this 26th day of May, 2015.

Tina Diedrick, Mayor

ATTEST:

Diane Frauendienst
City Clerk/Treasurer

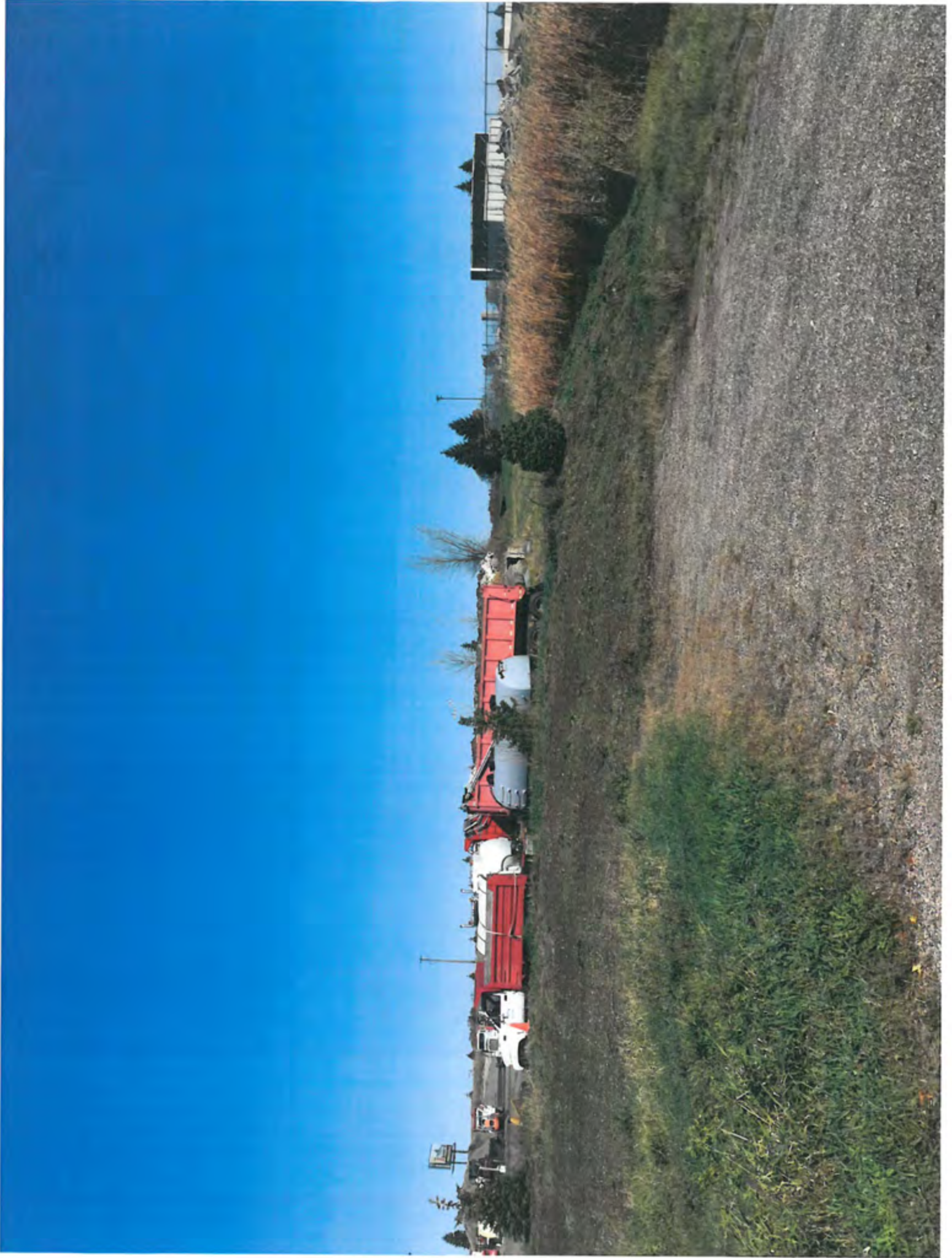














TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 27, 2017

SUBJECT: Development Agreement Amendment with Loomis Homes, LLC

At the City Council's November 13th regular meeting, the Council considered a request from Scott Loomis, Loomis Homes LLC, to amend the Development Agreement for the Preserve 5th Addition and allow Loomis Homes 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 public 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 are the pertinent sections of the Development Agreement which address the public improvements to be completed. Specifically, paragraph VIII, IX, and X identifies 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.

As directed by the Council at their November 13th meeting, the City Attorney has drafted an amendment to the Development Agreement per Loomis Homes' request (see enclosure).

Suggested Motion:

Motion to approve the First Amendment to the September 12, 2017 Development Agreement between the City of Norwood Young America and Loomis Homes, LLC.



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.



ALL LOTS ARE TO BE CONVEYED TO THE CITY OF DALLAS FOR THE PURPOSE OF BEING USED AS A PUBLIC PARK AND RECREATION AREA. THE CITY OF DALLAS SHALL HAVE THE RIGHT TO TAKE ANY LOT OR PART OF ANY LOT FOR SUCH PURPOSES WITHOUT COMPENSATION TO THE OWNER THEREOF.

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FIRST AMENDMENT TO
SEPTEMBER 12, 2017
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF
NORWOOD YOUNG AMERICA AND
LOOMIS HOMES, LLC

This First Amendment amends that certain Development Agreement dated September 12, 2017 between the City of Norwood Young America and Loomis Homes, LLC, which governs development of the plat known as The Preserves 5th Addition, Carver County, Minnesota.

RECITALS:

WHEREAS, under the Development Agreement, the Developer was not entitled to obtain building permits for construction of dwellings on any of the platted lots in the Preserve 5th Addition until all improvements described in the Agreement were completed

WHEREAS, the Developer has requested that the City grant building permits for Lots 19-23, Block 3; Lots 4 and 5, Block 1; and Lots 4 and 5, Block 2 before completion of street lighting and sidewalks.

WHEREAS, the City is willing to amend the Development Agreement to allow the issuance of building permits for the above lots prior to completion of sidewalks and street lighting.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph VIII, IX and X of said Development Agreement are hereby amended to permit the issuance of building permits on the above lots notwithstanding the fact sidewalks and street lighting has not been installed in the development.
2. In order to be entitled to issuance of a building permit for any of the above lots, Developer shall have completed all utilities and streets that serve the lot for which the building permit is sought, and Developer shall expeditiously act to complete sidewalks and street lighting in the spring of 2018.

CITY OF NORWOOD YOUNG
AMERICA

DEVELOPER

By: _____
Carol Lagergren, its Mayor

By: _____

By: _____
Steven Helget, its City Administrator

Its: _____

State of Minnesota)
)
County of Carver) ss.

The foregoing Instrument was acknowledged before me on this ____ day of _____ 2017, by Carol Lagergren, the Mayor, and Steven Helget, the City Administrator of Norwood Young America, a Minnesota Municipal Corporation.

Notary Public of the State of Minnesota
My Commission Expires:

State of Minnesota)
)
Count of Carver) ss.

The foregoing Instrument was acknowledged before me on this ____ day of _____ 2017, by _____ on behalf of _____, a Minnesota Corporation.

Notary Public of the State of Minnesota
My Commission Expires: