



## CITY COUNCIL AGENDA

March 12, 2018 – 6:00 p.m.

City Council Meeting

### ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
  - 1.1 Pledge of Allegiance
2. Approve Agenda
3. Right of Entry Agreement – Par Real Estate, LLC
4. Resolution No. 1807, A Resolution Approving Par Real Estate, LLC Variance Requests to the Tacoma West Industrial Park Covenants

### CITY COUNCIL

1. Call Meeting of City Council to Order
  - 1.1 Pledge of Allegiance
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment  
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
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 February 26, 2018 meeting
  - 4.2 Approve payment of claims
  - 4.3 Approve weed abatement contract – Dave’s Season All
  - 4.4 Planning Commission Appointment
5. Public Hearings
6. Old Business
  - 6.1 U.S. Highway 212 Underpass Project Update
  - 6.2 U.S. Highway 212 / Tacoma Avenue Intersection – MnDOT Update
7. New Business
  - 7.1 MN DNR - National Defense Fire Fighter Program Agreement
  - 7.2 Fire Department Constitution and By-Laws Amendment
  - 7.3 Sexual Offenders and Sexual Predators Sample Ordinance
  - 7.4 Administrative Enforcement Draft Ordinance
  - 7.5 LMCIT Property and Liability Insurance Renewal Report
  - 7.6 Resolution 2018-16, Resolution approving Vickerman Company Request for Variance from Tacoma West Industrial Park Covenants
  - 7.7 Oak Grove 2018 Lawn Maintenance
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: February Building Permit Report

### UPCOMING MEETINGS / EVENTS

- |          |   |
|----------|---|
| March 14 | EDC Meeting – 6:00 p.m.   |
| March 14 | Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:30 p.m. |
| March 15 | Senior Advisory Committee – 9:00 a.m.   |
| March 20 | Parks and Rec. Commission – 5:30 p.m.   |
| March 26 | City Council – 6:00 p.m.  |
| April 3  | Planning Commission – 6:00 p.m.   |



more than a place, it's home.

TO: Economic Development Authority  
FROM: Steven Helget, City Administrator  
DATE: March 12, 2018  
SUBJECT: Right of Entry Agreement – Par Real Estate, LLC

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Par Real Estate, LLC (Vickerman Company) desires to enter the property the City has agreed to sell them in the Tacoma West Industrial Park which is legally described as Lot 1, Block 1 Tacoma West Industrial Park 3<sup>rd</sup> Addition, prior to acquiring it from the City for the purpose of conducting preliminary construction activities.

Enclosed is a proposed "Right of Entry Agreement" which allows Vickerman to enter onto the property and begin erosion control and to establish driveway entrances. The Agreement requires that any other construction activities will require Vickerman to provide financial security to and in an amount acceptable to the City. The purpose of the financial security is to protect the City in the event Vickerman would elect not to purchase the property and not return it to its original condition. The City would have the ability to draw on the financial security and apply it towards the cost of returning the property to its original condition.

**Suggested Motion:**

**Motion to approve the Right of Entry Agreement with Par Real Estate, LLC.**

## RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_\_\_ day of March, 2018 (the "Effective Date") between **the NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of Minnesota ("Authority"), and **PAR REAL ESTATE, LLC**, a Minnesota limited liability company ("Redeveloper").

**A.** Authority and Redeveloper have negotiated the purchase and redevelopment by the Redeveloper of certain real property owned by the City, legally described in Exhibit A attached hereto (the "Property"). Pursuant to such negotiations, the Redeveloper intends to acquire the Property subject to certain terms and conditions acceptable to the parties.

**B.** The Redeveloper desires to enter onto the Property for purposes of installing erosion control and establishing driveway entrances (the "Permitted Activities").

**C.** The Authority has agreed to allow Redeveloper to enter onto the Property for the purposes described herein in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, the Authority and Redeveloper hereby agree as follows:

1. **Right of Entry.** The Authority hereby consents and agrees that Redeveloper, its employees, agents and contractors (collectively, the "Redeveloper Authorized Parties") may enter upon the Property to conduct and perform the Permitted Activities. Redeveloper shall have access to the Property seven (7) days a week between the hours of 7:00 a.m. and 7:00 p.m. Redeveloper hereby agrees to be responsible for any and all costs related to the Permitted Activities conducted on the Property. The Authority agrees that the Redeveloper Authorized Parties may enter upon the Property to perform the Permitted Activities upon execution of this Agreement and may have access to the Property for such purposes through the earlier of the date of acquisition of the Property by the Redeveloper or May 1, 2018.

2. **Indemnity.** Redeveloper agrees to indemnify, save harmless, and defend the Authority, its officers, and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to the Property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Redeveloper Authorized Parties in conducting the Permitted Activities on the Property, except (a) to the extent caused by the negligence, gross negligence, willful misrepresentation or any willful or wanton misconduct by the Authority, its officers, employees, agents or contractors; and (b) to the extent caused by a "Pre-Existing Condition" as defined in this paragraph 2. "Pre-Existing Condition" shall

mean any condition caused by the existence of hazardous substances or materials in, on, or under the Property, including without limitation hazardous substances released or discharged into the drainage systems, soils, groundwater, waters or atmosphere, which condition existed as of the date of this Agreement and became known or was otherwise disclosed or discovered by reason of the Redeveloper Authorized Parties' entry onto the Property.

3. **Liens.** Redeveloper shall not permit any mechanics', materialmen's or other liens to stand against the Property or any part thereof for work or materials furnished to Redeveloper in connection with the right of entry granted pursuant to this Agreement and Redeveloper agrees to indemnify, defend and hold harmless the Authority from and against the same.

4. **Insurance.** Redeveloper will provide and maintain or cause to be maintained at all times and, from time to time at the request of the Authority, furnish the Authority with proof of payment of premiums on insurance of amounts and coverages normally held by Redeveloper and reasonably acceptable to Authority.

5. **Amendments.**

(a) The parties agree that Redeveloper may desire to perform further preliminary construction activities on the Property prior to the date of acquisition of the Property by Redeveloper. These additional activities include soil corrections, footings and foundation installation (the "Additional Activities"). Before commencement of any Additional Activities on the Property, Redeveloper will request an amendment to this Agreement in writing. The parties expressly agree that any requested amendment to this Agreement may be reasonably considered and approved by the City Administrator without formal action by the Board of Commissioners of the Authority.

(b) Redeveloper acknowledges and agrees that the Authority will require, as a condition of entering into any Amendment of this Agreement, that Redeveloper provide a performance bond or other financial security acceptable to the Authority in the amount of 125% of the estimated cost of restoration of the Property to the condition existing prior to the commencement of the Additional Activities by Redeveloper, as determined by the Authority in its sole discretion, and Redeveloper agrees to provide such security upon execution of any Amendment.

6. **Governing Law.** The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the State of Minnesota.

7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**AUTHORITY**

**NORWOOD YOUNG AMERICA  
ECONOMIC DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Executive Director

**REDEVELOPER**

**PAR REAL ESTATE, LLC**

By: \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**

**PROPERTY**

Block 1, Lot 1, Tacoma West Industrial Park 3<sup>rd</sup> Addition, Norwood Young America,  
Carver County, Minnesota



more than a place, it's home.

TO: Economic Development Authority  
FROM: Steven Helget, City Administrator  
DATE: March 12, 2018  
SUBJECT: Par Real Estate, LLC Request for Variances to Tacoma West Industrial Park Covenants

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Enclosed is Resolution No. 1807 which approves three variances for Par Real Estate, LLC (Vickerman Company) from the Tacoma West Industrial Park Covenants. In accordance with the Covenants, the Owners desiring to vary from the requirements of the Covenants must submit the desired variance(s) to the Design Review Team (DRT) for approval. The DRT consists of City staff and members of the Norwood Young America Economic Development Commission (EDC). The EDC reviewed the proposed variances at a meeting held on February 26<sup>th</sup> and recommends approval.

The Covenants also state the approval of any variance requires the approval of 2/3 (two-thirds) majority of all the lot Owners at the time. Vickerman Company provided the City with a letter requesting consideration and approval of their variances to the Covenants (see enclosure). Also enclosed, is a copy of the letter from Sackett Waconia stating they have no contention with the variance requests. Lastly, enclosed is a copy of the current covenants to the Industrial Park.

**Suggested Motion:**

**Motion to approve Resolution No. 1807 a resolution approving Par Real Estate, LLC variance requests to the Tacoma West Industrial Park Covenants.**

**NORWOOD YOUNG AMERICA  
ECONOMIC DEVELOPMENT AUTHORITY**

**RESOLUTION NO. 1807**

**A RESOLUTION APPROVING PAR REAL ESTATE, LLC  
VARIANCE REQUESTS TO THE TACOMA WEST INDUSTRIAL  
PARK COVENANTS**

BE IT RESOLVED by the Economic Development Authority of Norwood Young America, Carver County, Minnesota as follows:

WHEREAS, Par Real Estate LLC has approach the City of Norwood Young America for the purpose of purchasing property located in the Tacoma West Industrial Park in order to construct a 118,698 square foot warehouse facility on Lot 1, Block 1 Tacoma West Industrial Park 3<sup>rd</sup> Addition (the "Property"); and

WHEREAS, the City Council approved Resolution 2018-15 on February 26, 2018 which conveyed the Property to the Economic Development Authority; and

WHEREAS, PAR Real Estate LLC ("the Developer") has submitted a letter to the City of Norwood Young America dated February 28, 2018 requesting consideration and approval to variances to the Tacoma West Industrial Park Covenants; and

WHEREAS, the variances requested are as follows:

1. A variance to allow a zero interior side yard setback to accommodate a link between an existing structure and the proposed structure; the Covenants standard is 15 feet. The variance would allow the placement of an 118,698 square foot warehouse facility on Lot 1, Block 1 Tacoma West Industrial Park 3<sup>rd</sup> Addition which would be connected by a link to an adjacent existing structure. The requested variance is applicable to approximately thirty-two (32) feet of the interior side property line.
2. A variance to allow a maximum building height of forty-two (42) feet; the Covenants standard is forty (40) feet. The requested variance will apply to only a portion of the structure near the ridgeline. The requested variance will allow storage space within the facility to increase approximately ten (10) percent while maintaining a three-foot clear zone for a fire suppression system.
3. A variance to the building exterior materials to allow the use of prefabricated metal siding on the front and side facades. The Covenants standard is the front and street side facades shall be face brick, stone, glass, architectural metals or architectural woods, stucco, or EIFS with integral color or finish painting, architecturally treated concrete, cast in place or pre-cast concrete panels, painted decorative concrete block or integral color water repellent treated decorative concrete block or an approved equivalent as determined by the Design Review Team.

WHEREAS, the Tacoma West Industrial Park Covenants state that the Design Review Team which consists of City staff and the Norwood Young America Economic Development Commission shall review the proposed development project to determine conformance with the Covenants; and

WHEREAS, the Norwood Young America Economic Development Commission reviewed the proposed property improvements and proposed variances on February 26, 2018 and recommends approval to the Economic Development Authority.

NOW THEREFORE, BE IT RESOLVED, that the Economic Development Authority of Norwood Young America, Carver County, Minnesota, hereby approves variances to the Tacoma West Industrial Park Covenants as follows:

1. A variance to allow a zero interior side yard setback to accommodate a link between an existing structure and the proposed structure; the Covenants standard is 15 feet. The variance would allow the placement of an 118,698 square foot warehouse facility on Lot 1, Block 1 Tacoma West Industrial Park 3<sup>rd</sup> Addition which would be connected by a link to an adjacent existing structure. The requested variance is applicable to approximately thirty-two (32) feet of the interior side property line.
2. A variance to allow a maximum building height of forty-two (42) feet; the Covenants standard is forty (40) feet. The requested variance will apply to only a portion of the structure near the ridge line. The requested variance will allow storage space within the facility to increase approximately ten (10) percent while maintaining a three-foot clear zone for a fire suppression system.
3. A variance to the building exterior materials to allow the use of prefabricated metal siding on the front and side facades. The Covenants standard is the front and street side facades shall be face brick, stone, glass, architectural metals or architectural woods, stucco, or EIFS with integral color or finish painting, architecturally treated concrete, cast in place or pre-cast concrete panels, painted decorative concrete block or integral color water repellent treated decorative concrete block or an approved equivalent as determined by the Design Review Team.

Adopted by the Economic Development Authority this 12<sup>th</sup> day of March, 2018.

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Carol Lagergren, President

Attest:

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Steven Helget, Executive Director



Vickerman Company  
675 Tacoma Blvd  
NYA, MN 55368  
952-373-2001

February 28, 2018

Steven Helget  
City Administrator  
City of Norwood Young America  
P.O. Box 59  
Norwood Young America, MN 55368

Dear Mr. Helget:

Vickerman Company is proposing to expand its current facility at 675 Tacoma Avenue, Norwood Young America. In accordance with the Covenants for the Tacoma West Industrial Park, we are requesting your consideration and approval of the following variances to the Covenants.

1. A variance to allow a zero-foot side yard setback for the purpose of constructing a link connecting the existing building to the new building. The link will allow movement between the existing and proposed buildings without the need to exit either building. A 15-foot side yard setback is required in the Covenants. The side yard setback variance is proposed to only be applicable to a 32-foot segment of the building which represents the location and width of the link.
2. A variance to allow a 42-foot building height. A 40-foot maximum height is currently noted in the Covenants. The 42-foot height would support our fire suppression system and allow us to build higher versus increasing site coverage.
3. In respect to the building exterior materials, we're seeking a variance to use prefabricated metal siding on the front and side facades.

We respectfully request your written approval of these variances, for the expansion of our facility. Please respond by March 9, 2018. I'm happy to answer any questions.

Best regards,

Randy Schuster  
Vickerman Company



March 2, 2018

Randy Schuster  
Vickerman Company  
675 Tacoma Blvd  
NYA, MN 55368

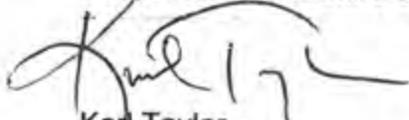
Dear Randy:

In response to your correspondence dated February 28<sup>th</sup> 2018, Sackett Waconia approves of your request for variances to the current building Covenants in the Tacoma West Industrial Park.

I have personally meet with Mr. Steven Helget, City Administrator for Norwood Young America, and reviewed the proposed variances. Sackett Waconia does not have contention with these requests.

Because both of our businesses rely heavily on shipping logistics, we would request that during the construction phase, Tacoma Boulevard remain free and clear of construction vehicles and employee parking in efforts to accommodate the egress of our freight.

Best of luck with future endeavors,



Karl Taylor  
Sackett Waconia

1701 South Highland Avenue • Baltimore, MD 21224 • (410) 276-4466

33 East 8<sup>th</sup> Street • Waconia, MN 55387 • (952) 442-4450

680 Tacoma Blvd • Norwood-Young America, MN 55386 • (952) 442-4450

Document No.  
**A 569015**

OFFICE OF THE  
COUNTY RECORDER  
CARVER COUNTY, MINNESOTA

Receipt # RA 201300000187

Certified Recorded on **January 04, 2013 12:02 PM**

Fee: \$48.00



Mark Lundgren  
County Recorder

**FIRST AMENDMENT TO THE DECLARATION OF PROPERTY COVENANTS FOR  
TACOMA WEST INDUSTRIAL PARK**

**PROPERTY SUBJECT TO THIS DECLARATION**

The real property hereinafter referred to as Tacoma West Industrial Park, which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, Covenants, reservations, easements, liens and charges with the respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Carver, State of Minnesota and is more particularly described as in Exhibit A attached hereto. No property other than that described in Exhibit A shall be deemed subject to this Declaration, unless and until specifically made subject thereto. *This Declaration amends that certain Declaration of Property Covenants for Tacoma West Industrial Park adopted July 24, 2006 and filed in the Office of the County Recorder for Carver County on February 5, 2007 as Document No. A458361.*

**GENERAL PURPOSES OF CONDITIONS**

The real property described above hereto is subjected to the Covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of building sites thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poor designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive buildings thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 7-1-2027, at which time said Covenants shall be automatically extended from year-to-year, provided, however, that after 7-1-2027 said Covenants can be amended at any time by a vote of a majority of the then Owners of lots or tracts. Each lot or tract in the original plat shall have one vote. A  $\frac{2}{3}$  (two-thirds) majority shall be required to pass an

amendment. An adopted amendment shall become effective when an appropriate document signifying and describing such change is filed with the Carver County Recorder, provided also that these Covenants can be added to or made more restrictive at any time prior to 2-1-2027 by following the above procedure. No requirement of these Covenants is intended to usurp the minimum requirements of applicable City of Norwood Young America ordinances and standards. Invalidity of any one of the Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

### **DESIGN REVIEW TEAM**

The determination of conformance to the Covenants shall be by review of the Norwood Young America Design Review Team (hereafter known as the DRT). The DRT will review all property improvements within the Tacoma West Industrial Park. The DRT shall consist of the City Administrator, Community Development Director, Economic Development Coordinator, the City Engineer, and members of the Norwood Young America Economic Development Commission. The City Council of the City of Norwood Young America shall review and approve all decisions made by the DRT.

### **DESIGN REVIEW**

No building, addition, site improvement or exterior property improvement of any kind shall be erected, placed or altered on any lot until Preliminary Plans prepared by a registered Architect have been submitted to the DRT. In connection with this requirement, Preliminary Plans shall consist of:

1. A site plan indicating the location of the building or improvement on the lot and clearly designating the size and location of Parking, Loading Areas, Access Drives, Utility Services, Yards, Waste Storage, Exterior Lighting, Easements, General Storm Drainage and Grading, Paving Materials, Storage Areas, Waste and Storage Screening and Landscaping. All signage on the site other than traffic control shall be defined.
2. A schematic floor plan showing the general usage inside the building.
3. Exterior elevations of the building screening indicating exterior materials and configuration of the materials and colors on all sides of the building. Elevations of loading area, screening of large mechanical and electrical components and waste screening shall also be provided. All signage on the building exterior shall be defined.
4. Building Sections showing the proposed structural system, mechanical and other screening and typical construction heights.

The DRT shall review the Preliminary Plans for conformance to the requirements of the Covenants and make their findings known, in writing, to the potential purchaser of unimproved property or the Owner of improved property within twenty (20) days from the date in which plans are submitted to the DRT. The Owner of improved property will be required to address any non-conforming items of the proposed construction in writing with re-submittal of applicable

Preliminary Plans until such time the DRT is satisfied that all Covenants will be complied with and DRT approval is granted.

The Norwood Young America City Council shall review all recommendations of the DRT. The City Council shall either approve or disapprove any decision of the DRT within twenty (20) days from the date in which the DRT approves the plans.

Approval or disapproval by the DRT, or Norwood Young America City Council, or failure to approve or disapprove any or all requirements of the Covenants shall not impair, restrict or limit the force, effect and operation of all the other protective Covenants herein contained, which shall apply at all times.

### **PRINCIPAL AND ACCESSORY USES**

The principal and accessory uses permitted by the H Zoning District as regulated by the Norwood Young America Zoning Ordinance in effect at the time are permitted by these Covenants.

### **MINIMUM VALUATION**

The minimum total building and land valuation after completion of the project shall not be less than \$42,500 square foot. The City may review and revise this every three (3) years.

### **SPACE ALLOCATIONS AND DIMENSIONAL STANDARDS**

1. Minimum Setback Lines:
  - A. Front and Street Side Yards: There shall be a front and street side yard setback of 30-feet.
  - B. Interior Side Yards: There shall be side yard setbacks of 15-feet
  - C. Rear Yards: There shall be rear yard setbacks of 20-feet, except as stated in item D below.
  - D. When the lot or tract is adjacent to a residential district or a street, a 75-foot property setback shall be required on that side of the district adjacent to the residential district.
2. Density:
  - A. The building to site ratio shall not be less than twenty-five (25) percent.
  - B. Site coverage, including all buildings and paved areas, shall not exceed eight (80) percent of site. A minimum of twenty (20) percent of a site shall be devoted to green area.

3. Building Height: No building shall exceed forty- (40) feet in height.
4. Lot Area Regulations: Every individual lot, site or tract shall have an area of not less than two (2) acres or the minimum size established by current zoning ordinance.
5. Frontage Regulations: Every lot or tract shall have a width of not less than 200-feet abutting a public right-of-way.

### **SUBDIVISION**

No lot, as platted by the City of Norwood Young America shall be subdivided and a part thereof sold or leased unless the proposed transfer has received the prior approval, in writing, from the City of Norwood Young America according to its Subdivision Ordinance.

### **EASEMENTS**

Utility and drainage easements shall be as defined on the property plat. Vacation of abutting easements on adjacent commonly owned parcels will be permitted if approved by the City of Norwood Young America.

### **VARIANCES TO THESE COVENANTS**

Any variance to these covenants must be approved by both the City of Norwood Young America, and the Owners desiring to vary from the requirements of these covenants who must first submit the desired variance to the DRT and obtain the DRT's written approval prior to submittal to the lot Owners in the Norwood Young America Tacoma West Industrial Park for their consideration. A  $\frac{2}{3}$  (two-thirds) majority of all the lot Owners at the time is required to approve a variance. It will be the responsibility of those seeking the variance to bear any costs associated with obtaining the DRT's and the Owner's approval or disapproval.

### **CONSTRUCTION**

Any building, addition, modification or improvement must conform to all applicable codes and ordinances.

### **BUILDING STRUCTURE**

Building space framing structural systems can be of any materials suitable for the property Owner's business and applicable building codes and ordinances, except, no pole barn or post framed wood buildings will be permitted. Steel framed construction will be allowed.

## **BUILDING EXTERIOR ENCLOSURE MATERIALS**

Building exterior enclosure materials shall be attractive in appearance, durable and of a quality, which is compatible with the adjacent structures and consistent with the intent of these covenants.

The front and street side facades shall be face brick, stone, glass, architectural metals or architectural woods, stucco, or EIFS with integral color or finish painting, architecturally treated concrete, cast in place or pre-cast concrete panels, painted decorative concrete block or integral color water repellent treated decorative concrete block or an approved equivalent as determined by the DRT.

Un-faced concrete block, structural concrete, prefabricated metal siding, and the like are prohibited from the front and street side facade areas. The use of these materials elsewhere shall only be in a manner approved by the DRT.

All exterior building materials, which require periodic maintenance, shall be maintained on a regular basis to retain the intent of these covenants as determined by the DRT.

All subsequent additions, outbuildings and screens constructed after the erection of an original building(s) shall be designed in a manner conforming and harmonizing with the original architectural design and general appearance.

## **LANDSCAPING**

Except for property access drives and city approved ground mounted signs, the area between the aforesaid front and side yard setback lines shall be landscaped and properly maintained with grass, trees and shrubs and shall be limited to this use.

All open areas of any site, tract, or parcel be graded to provide proper drainage, and except for areas used for walks, parking, drives or storage, shall be landscaped with trees, shrubs *and/or* grass. *All required landscaping improvements should be installed no later than one year from issuance of the certificate of occupancy. It shall be the Owner's responsibility to see that this landscaping is maintained in an attractive and well-kept condition.* All vacant lots, tracts or parcels shall be mowed and also be properly cleaned and maintained.

## **MATERIAL AND VEHICLE STORAGE (OUTSIDE STORAGE)**

Outside storage shall be allowed in the Tacoma West Industrial Park; however, all outside storage, including trucks, or other vehicles in excess of three-quarter ( $\frac{3}{4}$ ) ton capacity, or equipment, shall be screened with an 8-foot high fence, or by a combination of landscape plantings and/or berms, which shall be subject to review by the DRT. Storage shall not be allowed in trucks, trailers or similar containers.

## **WASTE**

All solid waste materials, debris, refuse or garbage shall be kept within a completely enclosed building or properly contained in closed containers and stored in racks designed for such purpose. The covers to all dumpsters and all *refuse* carts shall be closed at all times, except to dispose of items. All liquid wastes containing any organic or toxic matter shall be discharged in a manner prescribed by the Governing Authority.

All waste shall be placed in containers or enclosures in a manner not constituting a nuisance by reason of wind-litter, disorderly appearance or abnormal fire hazard.

All waste containers or racking not in an enclosed building shall be completely screened for its full height or a minimum of eight (8) feet. Screening shall be permanent non-vegetation with one hundred (100) percent opacity constructed of the same matching materials as the buildings on the site. All screening shall have gates or other means of blocking vision through access points. Gates shall match screening, be properly maintained and kept closed except at immediate times of waste handling.

No outside incinerators, trash burners shall be installed, erected or utilized on any lot or plat.

## **PARKING AND LOADING**

The City of Norwood Young America Zoning Ordinance shall set all parking requirements.

No parking shall be permitted on the streets of the Tacoma West Industrial Park.

All off-street parking, drives, loading or maneuvering areas, storage and waste container storage areas shall be surfaced with bituminous or concrete surfacing with concrete curbs.

All parking and loading areas in consideration of proper site development shall take into consideration winter snow accumulation and resulting potential damage to Covenant required landscaping and landscape screening.

## **NUISANCES**

No noxious or offensive trade or activity shall be carried on upon any building site within the Norwood Young America Tacoma West Industrial Park nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, excessive smoke, odor or noise:

- Noise: Noises emanating from any use shall be in compliance with and regulated by the standards set by the Minnesota Pollution Control Agency. Noise shall be measured on any property line of the tract on which the operation is located and shall not exceed the following levels:

<i>Daytime</i>		<i>Nighttime</i>	
<i>L<sub>50</sub></i>	<i>L<sub>10</sub></i>	<i>L<sub>50</sub></i>	<i>L<sub>10</sub></i>
75 decibels	80 decibels	75 decibels	80 decibels

"L<sub>10</sub>" means the sound level, expressed in decibels, which is exceeded ten percent of the time for a one-hour survey, as measured by test procedures approved by the commissioner of the MPCA. "L<sub>50</sub>" means the sound level, expressed in decibels, which is exceeded 50 percent of the time for a one-hour survey, as measured by test procedures approved by the commissioner of the MPCA.

Noise shall be muffled so as not to become objectionable due to intermittence, beat frequency, volume, shrillness or intensity.

- Glare: Glare, whether direct or reflected, such as from parking lot lighting, floodlights, spotlights or high temperature processes, and as differentiated from general illumination, shall not be visible beyond the site of origin at any property line.
- Exterior Lighting: Any lights used for exterior illumination shall have their primary light illuminating source directed away from adjacent properties and public streets.
- Vibration: Vibration shall not be discernible at any property line to the human sense of feeling for three (3) minutes or more duration in any one (1) hour.
- Hazard: Every operation shall be carried on with reasonable precautions against fire, explosion and safety, and be in accordance with the codes and ordinances of the City of Norwood Young America.

## DWELLINGS

No trailer, basement, tent, shack, garage, barn or other out-buildings shall at any time be used for human habitation, temporarily or permanently; nor shall any structure of temporary character be maintained upon a building site, except as temporarily incidental to building construction.

Watch stations, quarters or similar structures shall be enclosed within a building or otherwise attached thereto in a harmonious manner as permanent enclosures.

## ANIMALS

No animals or poultry of any kind shall be kept or maintained on any part of the property.

## **OUTDOOR AIR QUALITY**

Any activity or operation on the lot or tract shall conform with the City and State regulations relating to ambient air quality standards and air pollution control regulations.

## **TEMPORARY BUILDINGS NOT PERMITTED**

No temporary buildings and structures for any purpose shall be erected on the site without approval of the DRT and the Norwood Young America City Council whose authority will be limited to approval for a maximum of one (1) year after which all temporary buildings and their supporting system shall be removed from the site and the original site improvements returned to their original condition. Temporary structures will only be approved for extenuating circumstances. Temporary construction trailers used in conjunction with a building project and removed promptly upon completion are not considered temporary buildings.

## **SIGNS**

The current City of Norwood Young America Sign Ordinance shall govern all signage, except where the following is more stringent:

1. Wall signs shall not project above the top horizontal line of the wall or roof adjacent to the sign.
2. No sign shall be allowed on the roof of any building.
3. No temporary signs will be permitted without the written approval of the Norwood Young America Tacoma West Industrial Park Design Review Team with the exception of construction signs.
4. No political campaign signs announcing the candidates seeking public political office, nor signs advocating political positions or causes, and other information pertinent thereto will be permitted.

## **MAINTENANCE OF VACANT LOTS OR TRACTS**

All Owners of vacant lots or tracts shall keep them clean, mowed and maintained in a manner that will not depreciate others property value within the Norwood Young America Tacoma West Industrial Park.

## **STORAGE OF FUEL**

No tank for the storage of fuel, for the use in heating individual buildings or for processes, except those prohibited for underground locations by Ordinance, shall be placed or maintained above the surface of the ground out-structures for storage of fuels or dispensing equipment thereof required by Ordinance and Utility governing the same shall be screened in a manner similar to waste screening acceptable to the DRT.

**TELECOMMUNICATIONS**

Telecommunication towers will not be permitted in the Norwood Young America Tacoma West Industrial Park unless approved by the DRT. Primary electrical substations, electrical transmission lines and utility provided voice/data lines and related devices will be permitted in appropriate locations.

***SURVIVAL OF TERMS***

*All of the terms, covenants and conditions set forth in the Declaration of Property Covenants for Tacoma West Industrial Park adopted by the City of Norwood Young America on July 24, 2006 and filed in the Office of the County Recorder for Carver County, Minnesota on February 5, 2006 as Document No. A458361 shall remain in full force and effect unless otherwise changed or modified by this First Amendment to the Declaration of Property Covenants for Tacoma West Industrial Park.*

***EFFECTIVE DATE***

*This Amended Declaration of Property Covenants for Tacoma West Industrial Park is effective October 8, 2012, the date it was adopted by the City Council of Norwood Young America.*

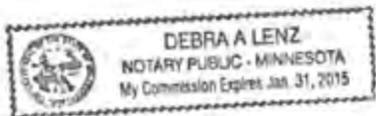
Adopted by the City Council this 8 day of October 2012.

Tina Diedrick  
Tina Diedrick, Mayor

Diane Frauendienst  
Diane Frauendienst, City Clerk

State of Minnesota )  
 )ss.  
County of Carver )

The foregoing Instrument was acknowledged before this 8<sup>th</sup> day of October, 2012 by Tina Diedrick, the Mayor and Diane Frauendienst, City Clerk of the City of Norwood Young America, a Minnesota municipal corporation.



Debra A. Lenz  
Notary Public of the State of Minnesota  
My commission expires: 1-31-2015

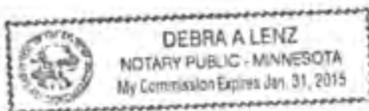
(Signature Page to First Amendment to the Declaration of Property Covenants for Tacoma West Industrial Park adopted October, 8, 2012.)

**PAR REAL ESTATE, LLC**  
A Minnesota Limited Liability Company

By *Peter Vickerman*  
Its Manager

State of Minnesota )  
  )ss.  
County of Carver )

On this 14<sup>th</sup> of November, 2012, before me, a notary public within and for said County, personally appeared Peter Vickerman, to me personally known, who, being by me duly sworn did say that he is the authorized Manager of the limited liability company named in the foregoing instrument and that said instrument was signed on behalf of said limited liability company by its authority and said Peter Vickerman acknowledged said instrument to be the free act and deed of said limited liability company.



*Debra A. Lenz*  
Notary Public

(Signature Page to First Amendment to the Declaration of Property Covenants for Tacoma West Industrial Park adopted October, 8, 2012)

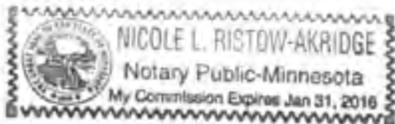
**COMMUNITY BANK CORPORATION**

A Minnesota Banking Corporation

By [Signature]  
Its Senior Vice President  
By [Signature]  
Its Vice President

State of MN )  
County of Carver ) ss.

On this 16 of November, 2012, before me, a notary public within and for said County, personally appeared Paul W. Maahs and Timothy L. Klinkner, to me personally known, who, being by me duly sworn did say that they are respectively the Senior Vice President and the Vice President of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Senior Vice President and Vice President acknowledged said instrument to be the free act and deed of said corporation named in the foregoing instrument.



[Signature]  
Notary Public

LOAN # 222-1-11

**CONSENT TO CHANGES  
ON THE  
DECLARATION OF PROPERTY COVENANTS  
FOR  
TACOMA WEST INDUSTRIAL PARK**

The real property hereinafter referred to as Tacoma West Industrial Park has amended the existing industrial park covenants originally filed in the Office of the Carver County \_\_\_\_\_, Carver County, Minnesota on February 5, 2007 as Document No. A458361 in order to bring the section on "Minimum Setback Lines" in line with the Zoning Ordinance for the II District, as well as correcting a typo, changing the word refuge to refuse, on page 6.

The U.S. Small Business Administration does hereby approve of the above changes on this 19<sup>th</sup> day of September 2012.

ADMINISTRATOR OF THE  
U.S. SMALL BUSINESS ADMINISTRATION

By: [Signature]  
Its: Michelle Sotom

MLO

STATE OF CALIFORNIA    )  
  ) SS:  
COUNTY OF FRESNO    )

On September 19, 2012 before me, Jennifer Foraker a Notary Public, personally appeared Michelle Sotom, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
\_\_\_\_\_  
Signature, Notary Public





(Signature Page to First Amendment to the Declaration of Property Covenants for Tacoma West Industrial Park adopted October 8, 2012.)

**AMERICAN BANK OF ST. PAUL**  
A Minnesota Banking Corporation

By [Signature]  
Its CEO

By \_\_\_\_\_  
Its \_\_\_\_\_

State of Minnesota ) ss.  
County of Ramsey )

On this 14th of November, 2012, before me, a notary public within and for said County, personally appeared John Bauer and [Signature], to me personally known, who, being by me duly sworn did say that they are respectively the Commercial Banking Officer and the [Signature] of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said John Bauer and [Signature] acknowledged said instrument to be the free act and deed of said corporation named in the foregoing instrument.

[Signature]  
Notary Public



(Signature Page to First Amendment to the Declaration of Property Covenants for Tacoma West Industrial Park adopted October, 8, 2012.)

UNITED STATES SMALL BUSINESS ADMINISTRATION  
an agency created by an Act of Congress

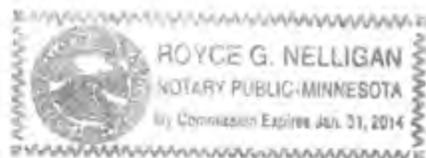
By Andrew J. Amoroso  
Its Deputy District Director, MNDO

State of Minnesota )  
  )SS.  
County of Hennepin )

On this 19th of December, 2012, before me, Royce G. Nelligan  
a Notary Public, personally appeared Andrew J. Amoroso, personally known to me (or  
proven on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed  
to the within instrument and his/her/their signature(s) on the instrument, the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Royce G. Nelligan  
Notary Public



### Exhibit A

That part of the Southeast Quarter of Section 14, Township 115, Range 26, Carver County, Minnesota lying South of the Southerly right-of-way line on the Chicago Milwaukee, St. Paul, and Pacific Railroad, Southerly and Easterly of Line A, and Northeasterly of Line B.

Line A is described as follows:

Beginning at the Southwest corner of the Southeast Quarter of Said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 1066.65 feet; thence South 89 degrees 53 minutes 35 seconds East, a distance of 301.28 feet; thence North 12 degrees 38 minutes 23 seconds East, parallel with the Easterly right-of-way of the Chicago and Northwestern Railroad, a distance of 1147.07 feet to a line drawn parallel with and 350.00 feet Southerly of the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad; thence South 82 degrees 10 minutes 32 seconds East, parallel with the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, a distance of 457.02 feet to a line drawn parallel with and 850.00 feet Easterly of the Easterly right-of-way line of the Chicago and Northwestern Railroad; thence North 12 degrees 38 minutes 23 seconds East, parallel with the Easterly right-of-way line of Chicago and Northwestern Railroad, a distance of 301.06 feet to a line drawn parallel with and 50.00 feet Southerly of the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad; thence South 82 degrees 10 minutes 32 seconds East, parallel with the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, a distance of 251.29 feet to the East line of the Northwest Quarter of said Southeast Quarter; thence North 00 degrees 03 minutes 01 seconds East, along the East line of the Northwest Quarter of said Southeast Quarter, a distance of 25.23 feet to the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and said Line A there terminating.

Line B described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 1066.65 feet; thence South 89 degrees 53 minutes 35 seconds East, a distance 301.28 feet; thence North 12 degrees 38 minutes 23 seconds East, parallel with the Easterly right-of-way of the Chicago and Northwestern Railroad, a distance of 753.57 feet to the point of beginning of Line B to be described; thence South 31 degrees 49 minutes 32 seconds East, a distance of 100.56 feet; thence South 50 degrees 56 minutes 31 seconds East, a distance of 136.53 feet; thence South 64 degrees 34 minutes 00 seconds East, a distance of 60.62 feet; thence South 47 degrees 59 minutes 04 seconds East a distance of 117.83 feet; thence South 40 degrees 11 minutes 44 seconds East, a distance of 131.27 feet; thence South 53 degrees 07 minutes 17 seconds East, a distance of 143.87 feet; thence South 56 degrees 12 minutes 38 seconds

East, a distance of 124.11 feet; thence South 50 degrees 41 minutes 42 seconds East, a distance of 162.80 feet; thence South 54 degrees 05 minutes 29 seconds East, a distance of 279.27 feet; thence South 54 degrees 49 minutes 13 seconds East, a distance of 63.59 feet; thence South 57 degrees 27 minutes 15 seconds East, a distance of 98.65 feet; thence South 55 degrees 27 minutes 59 seconds East, a distance of 55.10 feet; thence South 53 degrees 34 minutes 22 seconds East, a distance of 48.34 feet; thence South 56 degrees 38 minutes 50 seconds East, a distance of 52.32 feet; thence South 59 degrees 46 minutes 01 second East, a distance of 47.43 feet; thence South 55 degrees 38 minutes 09 seconds East, a distance of 597.09 feet; thence South 50 degrees 43 minutes 10 seconds East, a distance of 115.82 feet; thence South 62 degrees 28 minutes 36 seconds East, a distance of 39.56 feet; thence South 65 degrees 14 minutes 16 seconds East, a distance of 55.47 feet; thence South 69 degrees 17 minutes 53 seconds East a distance of 65.91 feet; thence South 70 degrees 36 minutes 24 seconds East, a distance of 34.89 feet; thence South 77 degrees 03 minutes 38 seconds East, a distance of 38.97 feet; thence South 70 degrees 30 minutes 07 seconds East, a distance of 53.60 feet; thence South 66 degrees 54 minutes 25 seconds East, a distance of 62.91 feet to the East line of said Southeast Quarter of Section 14 and said Line B there terminating.

Excepting therefrom the following described property:

That part of the Northeast Quarter of the Southeast Quarter of Section 14, Township 115, Range 26, Carver County, Minnesota described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of said Southeast Quarter; thence on a bearing of North 00 degrees 07 minutes 26 seconds East assuming the West line of the Southwest Quarter of said Southeast Quarter bears North 00 degrees 01 minutes 24 seconds West, along the East line of the Northeast Quarter of said Southeast Quarter, a distance of 27.27 feet to the point of beginning; thence continue North 00 degrees 07 minutes 26 seconds East along said East line, a distance of 561.38 feet; thence South 89 degrees 28 minutes 07 seconds West, a distance of 388.00 feet; thence South 00 degrees 07 minutes 26 seconds West, parallel with the East line of said Northeast Quarter of the Southeast Quarter, a distance of 561.38 feet to a line that bears South 89 degrees 28 minutes 07 seconds West from the point of beginning; thence North 89 degrees 28 minutes 07 seconds East, a distance of 388.00 feet to the point of beginning.

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Drafted by Economic Development Coordinator  
Christie Rock  
P.O. Box 59  
Norwood Young America, MN 55368



## CITY COUNCIL WORKSHOP MINUTES

February 26, 2018 – 6:00 p.m.

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

Absent: Craig Heher

City Staff: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes

Others: Jay Squires – City Attorney, Kaarin Foede, Randy Schuster, Mark Lagergren, Kevin Wollum, Theresa Peterman, Matt Arnst, Eric Bender, Tina Diedrick, Mike Yeager, Shannon Blessing, Bill Russell, Carly Taylor, Sean Cruzen, Matt Rademacher, Megan Tasch, Jean Ewing, Ally Clark, Kari Kube, Cynthia Smith-Strack, BJ Bielke, Linda Harms

### WORK SESSION

1. Call Meeting of City Council Work Session to Order

2. Approve Agenda

2.1 County Road 34 Speed Limit

Steve gave an update on how the state sets the speed limits.

2.2 City Attorney Items

a) Sexual Offenders and Sexual Predators Sample Ordinance

All councilmembers attended the Sexual Predator informational meeting. Jay Squires, City Attorney, spoke about MN Sex Offenders program. The program allows for sexual offenders to move back into the public after they have completed their sentence. The state does require cities to allow sexual predators into the community, however, the City could have an ordinance allowing the predator to live in certain areas of the town. Jay offered a sample ordinance. The Council will be looking into an ordinance and will need to have a public hearing on the subject.

b) Administrative Enforcement of City Code

Council requested suggestions on what to do to get properties into compliance (this is regarding nuisances, CUPs, etc). Mr. Squires noted that most cities do have provisions in their city code for cases like these. Currently the city code goes from fining the property owner to taking them to court. This can cause high expenses for both the property owner and the city. Mr. Squires gave three examples of other city codes that have an Administrative Enforcement Fee. This fee would give the city another step before taking the resident to court.

Resident Tina Diedrick commented on how the City already has the ability to take away the CUPs. She noted that since the city has the option to take away the CUP, the city should follow through on the city code and to not look at creating this fine.

Resident Karianne Kube was concerned about getting a fine after a snowfall because the sidewalks are not shoveled due to the snowplows going through. Mr. Squires noted that the decision to use this administrative fee would be based on common sense, judgement and discretion. By using this provision, the owner would have the ability to bring the issue to a hearing council.

The council opted to have Jay Squires bring additional ordinance samples to the council. The council does not want to have to pull a permit as it could result in a hardship for the property owner. This policy would give the city another option prior to pulling the permit.

Respectfully Submitted:

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Kelly Hayes, City Clerk / Treasurer

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Carol Lagergren, Mayor



## CITY COUNCIL MINUTES

February 26, 2018 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

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

Absent: Craig Heher

City Staff: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes

Others: Jay Squires – City Attorney, Kaarin Foede, Randy Schuster, Mark Lagergren, Kevin Wollum, Theresa Peterman, Matt Arnst, Eric Bender, Tina Diedrick, Mike Yeager, Shannon Blessing, Bill Russell, Carly Taylor, Sean Cruzen, Matt Rademacher, Megan Tasch, Jean Ewing, Ally Clark, Kari Kube, Cynthia Smith-Strack, BJ Bielke, Linda Harms

1. Call Meeting of City Council to Order

Meeting was called to order by Mayor Lagergren at 7:29pm.

2. Approve Agenda

**Motion:** CS/DS to approve the agenda. Vote 4 – 0. Motion carried.

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

4. Consent Agenda

4.1 Approve minutes of February 12, 2018 meeting

4.2 Approve payment of claims

4.3 Approve 2018 township fire contracts

4.4 Accept Parks & Recreation Commission Resignation

4.5 Accept Economic Development Commission Resignation

**Motion:** MM/CS to approve the consent agenda. Vote 4 – 0. Motion carried.

5. Public Hearing

Establishment of Tax Increment Financing No. 3-6

No public comment.

**Motion:** DS/MM to close the public hearing. Vote 4 – 0. Motion carried.

6. Old Business - none

7. New Business

7.1 Resolution 2018-09, Approving Preliminary and Final Plats of Tacoma West Industrial Park 3<sup>rd</sup> Addition

**Motion:** DS/CS to approve Resolution 2018-09 a resolution Approving Preliminary and Final Plats of Tacoma West Industrial Park 3<sup>rd</sup> Addition. Vote 4 – 0. Motion carried.

7.2 Resolution 2018-10, Approving Variance to Maximum Building Height for Vickerman Company

**Motion:** MM/DS to approve Resolution 2018-10 a resolution Approving Variance to Maximum Building Height for Vickerman Company. Vote 4 – 0. Motion carried.

7.3 Resolution 2018-11, Approving Variance to required Interior Side Yard Setback for Vickerman Company

**Motion:** DS/CS to approve Resolution 2018-11 a resolution Approving Variance to required Interior Side Yard Setback for Vickerman Company. Vote 4 – 0. Motion carried.

7.4 Resolution 2018-12, Approving Variance to required Overstory Tree Planting for Vickerman Company

**Motion:** CS/MM to approve Resolution 2018-12 a resolution Approving Variance to required Overstory Tree Planting for Vickerman Company. Vote 4 – 0. Motion carried.

7.5 Resolution 2018-13, Approving Site Plan for an 118,698 Square Foot Warehouse for Vickerman Company

**Motion:** MM/CS to approve Resolution 2018-13 a resolution Approving Site Plan for an 118,698 Square Foot Warehouse for Vickerman Company. Vote 4 – 0. Motion carried.

7.6 Resolution 2018-14, Adopting a Modification to the Redevelopment Plan for the Tacoma West Industrial Park Redevelopment Project; and Establishing TIF No. 3-6

**Motion:** CS/DS to approve Resolution 2018-14 a resolution Adopting a Modification to the Redevelopment Plan for the Tacoma West Industrial Park Redevelopment Project; and Establishing TIF No. 3-6. Vote 4 – 0. Motion carried.

7.7 Resolution 2018-15, Authorizing Conveyance of City Property to the EDA, authorizing an Internal Loan, and approving Business Subsidy in connection with TIF District No. 3-6

**Motion:** DS/CS to approve Resolution 2018-15 a resolution Authorizing Conveyance of City Property to the EDA, authorizing an Internal Loan, and approving Business Subsidy in connection with TIF District No. 3-6. Vote 4 – 0. Motion carried.

7.8 City Council Email Addresses

Employee Kelly Hayes was asked to search for an email provider for the City Council email addresses. The current email addresses are not working. She brought forth five options.

**Motion:** DS/CS to approve that the City Council switch to G Suite Best Value email . Vote 4 – 0. Motion carried.

7.9 Young America Corporation Donation

**Motion:** DS/MM to approve to award the park bench project to Storms Welding & Manufacturing and to designate the remaining portion of Young America, LLC's donation to the 2017 Willkommen Memorial Park Restroom Project. Vote 3 – 0, CS abstained. Motion carried.

8. Council Member & Mayor Reports

MM – Stiftungsfest meeting – will have more country music this year. They are talking about adding additional things also.

DS - Senior Advisory had their yearly goal setting meeting.

CS - Parks, looked at bids for completing Serenity Trail, school working on warming house, Lori Trocke resigned.

CL - New website is running, EDC is moving forward with entrance monuments.

Current openings on commissions: Planning, Parks & Recreation – contact City Hall or go to [www.cityofnva.com](http://www.cityofnva.com) for an application.

#### **UPCOMING MEETINGS / EVENTS**

March 6 Planning Commission – 6:00 p.m.

March 12 City Council – 6:00 p.m.

March 14 Joint Meeting – City Council, EDC, Planning Commission, Chamber of Commerce Board – 6:30 p.m.

March 20 Parks and Rec. Commission – 5:30 p.m.

March 22 Senior Advisory Committee – 9:00 a.m.

March 26 Work Session, EDA, City Council – 6:00 p.m.

9. Adjournment

**Motion:** MM/CS to adjourn at 8:11pm. Vote 4 – 0. Motion carried.

Respectfully Submitted:

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Kelly Hayes, City Clerk / Treasurer

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Carol Lagergren, Mayor

**CITY OF NORWOOD YOUNG AMERICA**

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

**To Be Approved: March 12, 2018**

<b>Pre-Paid Claims</b> (Check Sequence #504689-504703)	<b><u>\$16,757.83</u></b>
---	---------------------------

<b>Claims Pending Payment</b> (Check Sequence #27862-27898)	<b><u>\$44,763.66</u></b>
--	---------------------------

<b>Grand Total</b>	<b><u>\$61,521.49</u></b>
--------------------	---------------------------

PAYROLL March 8, 2018

CHECK #	EMPLOYEE	GROSS
504689	ARETZ, BRENT R	\$2,773.76
504690	BIPES, DEBORAH	\$303.49
504691	CANO, JOEY M	\$1,844.61
504692	FRATUS, DOMINIC	\$321.00
504693	HAAG, HERMAN	\$178.63
504694	HAYES, KELLY	\$2,340.00
504695	HELGET, STEVE	\$3,644.00
504696	Hormann, Duane	\$460.25
504697	J AUS, RODNEY D	\$2,047.15
504698	LENZ, DEBRA A	\$1,924.81
504699	MENZEL, ALICIA	\$1,702.40
504700	SCHNEEDWIND, BRIAN O	\$2,106.01
504701	STENDER, DANIEL H	\$2,934.70
504702	VOIGT, ANTHONY	\$2,338.40
504703	Kleinbank - Net	<u>\$16,757.83</u>
	Gross	\$24,919.21

CITY OF NORWOOD YOUNG AMERICA

03/08/18 9:19 AM

Page 1

\*Check Detail Register©

MARCH 2018

			Check Amt	Invoice	Comment
<b>10100 CHECKING</b>					
Paid Chk#	027862	3/12/2018	<b>BOLTON &amp; MENK, INC</b>		
G 812-22100	Escrow Collected		\$3,141.00	0214520	VICKERMAN EXPANSION
E 101-41500-303	Engineering Fees		\$168.00	0214522	EMMA ST IMPROVEMENTS
E 101-41500-303	Engineering Fees		\$80.50	0214524	MISC ENG
G 809-22100	Escrow Collected		\$790.00	0214524	ALL SAINTS
	<b>Total BOLTON &amp; MENK, INC</b>		<b>\$4,179.50</b>		
Paid Chk#	027863	3/12/2018	<b>CARQUEST AUTO PARTS</b>		
E 101-43100-221	Repair/Maintenance Equipment		\$29.24	5927-162983	WASH FLUID, RED LED
E 101-43100-221	Repair/Maintenance Equipment		\$24.99	5927-163025	MINI BULB
E 101-43100-210	Operating Supplies		\$6.00	5927-163308	BATTERIES
E 101-43100-221	Repair/Maintenance Equipment		\$23.07	5927-163308	AIR FILTER
E 101-43100-210	Operating Supplies		\$46.98	5927-163309	JACK STANDS
E 101-43100-221	Repair/Maintenance Equipment		\$28.39	5927-163452	BULB & CAR WASH
E 602-49450-210	Operating Supplies		\$16.72	5927-163457	ZIP TIES
E 101-43100-210	Operating Supplies		\$10.28	5927-163556	COUPLER
E 101-43100-221	Repair/Maintenance Equipment		\$75.48	5927-163569	HY HOSE
E 601-49400-221	Repair/Maintenance Equipment		\$19.50	5927-163659	PROPANE EXCHANGE
E 101-43100-221	Repair/Maintenance Equipment		\$34.25	5927-164065	BLADE
	<b>Total CARQUEST AUTO PARTS</b>		<b>\$314.90</b>		
Paid Chk#	027864	3/12/2018	<b>CENTER POINT</b>		
E 101-41940-383	Gas Utilities		\$686.09		
E 101-42200-383	Gas Utilities		\$247.88		
E 101-43100-383	Gas Utilities		\$1,790.51		
E 101-45200-383	Gas Utilities		\$637.40		
E 601-49400-383	Gas Utilities		\$407.03		
E 602-49450-383	Gas Utilities		\$1,859.57		
E 101-49860-383	Gas Utilities		\$18.23		
	<b>Total CENTER POINT</b>		<b>\$5,646.71</b>		
Paid Chk#	027865	3/12/2018	<b>CURFMAN TRUCKING &amp; REPAIR INC</b>		
E 101-43100-437	Maintenance Contract		\$630.00	C18V052	SNOW HAULING
	<b>Total CURFMAN TRUCKING &amp; REPAIR INC</b>		<b>\$630.00</b>		
Paid Chk#	027866	3/12/2018	<b>DELTA DENTAL</b>		
G 101-21714	Dental Insurance		\$903.30		DENTAL INSURANCE
	<b>Total DELTA DENTAL</b>		<b>\$903.30</b>		
Paid Chk#	027867	3/12/2018	<b>DPC INDUSTRIES INC</b>		
E 601-49400-216	Chemicals and Chem Products		\$76.50	827000197-18	CHLORINE
	<b>Total DPC INDUSTRIES INC</b>		<b>\$76.50</b>		
Paid Chk#	027868	3/12/2018	<b>DWK CLEAN WATER SERVICES LLC</b>		
E 601-49400-314	Contracts Payments		\$633.75	0218	
E 602-49450-314	Contracts Payments		\$633.75	0218	
	<b>Total DWK CLEAN WATER SERVICES LLC</b>		<b>\$1,267.50</b>		

CITY OF NORWOOD YOUNG AMERICA

03/08/18 9:19 AM

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\*Check Detail Register©

MARCH 2018

Paid Chk#	Date	Category	Check Amt	Invoice	Comment
Paid Chk# 027869	3/12/2018	<b>EMERGENCY RESPONSE SOLUTIONS</b>			
E 101-42200-221	Repair/Maintenance Equipment	\$207.64	10230	COUPLING HOSE	
E 101-42200-221	Repair/Maintenance Equipment	\$1,572.00	10424	FACE PIECE TEST, FACE PIECE	
E 101-42200-221	Repair/Maintenance Equipment	\$66.84	10438	SHUTOFF HANDLE	
E 101-42200-221	Repair/Maintenance Equipment	\$10.15	10467	G1 REPAIR	
E 101-42200-221	Repair/Maintenance Equipment	\$20.00	10477	FACE PIECE TEST	
	<b>Total EMERGENCY RESPONSE SOLUTIONS</b>	<b>\$1,876.63</b>			
Paid Chk# 027870	3/12/2018	<b>HD SUPPLY WATERWORKS</b>			
E 601-49400-229	Water Meters	\$3,665.07	1321913	SINGLE PORT WIRED UNIT	
	<b>Total HD SUPPLY WATERWORKS</b>	<b>\$3,665.07</b>			
Paid Chk# 027871	3/12/2018	<b>HOLIDAY FLEET</b>			
E 101-43100-212	Motor Fuels	\$118.96		FUEL	
	<b>Total HOLIDAY FLEET</b>	<b>\$118.96</b>			
Paid Chk# 027872	3/12/2018	<b>HOME SOLUTIONS</b>			
E 101-41940-210	Operating Supplies	\$35.12			
E 101-42200-223	Repair/Maintenance Bldg/Ground	\$8.99			
E 602-49450-210	Operating Supplies	\$25.97			
E 601-49400-223	Repair/Maintenance Bldg/Ground	\$27.40			
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$30.09			
E 101-43100-221	Repair/Maintenance Equipment	\$13.93			
E 101-43100-210	Operating Supplies	\$41.37			
E 101-43100-223	Repair/Maintenance Bldg/Ground	\$126.00			
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$488.99			
	<b>Total HOME SOLUTIONS</b>	<b>\$797.86</b>			
Paid Chk# 027873	3/12/2018	<b>JAUS, RODNEY</b>			
E 101-43100-417	Uniform	\$19.99		WORK CLOTHES	
	<b>Total JAUS, RODNEY</b>	<b>\$19.99</b>			
Paid Chk# 027874	3/12/2018	<b>KENNEDY &amp; GRAVEN CHTD</b>			
E 431-41960-300	Professional Svcs	\$2,781.00		VICKERMAN TIF	
	<b>Total KENNEDY &amp; GRAVEN CHTD</b>	<b>\$2,781.00</b>			
Paid Chk# 027875	3/12/2018	<b>KNUJ</b>			
E 101-41300-340	Advertising	\$103.04	58639-1	TOWN DAY	
	<b>Total KNUJ</b>	<b>\$103.04</b>			
Paid Chk# 027876	3/12/2018	<b>LANO EQUIPMENT</b>			
E 602-49450-221	Repair/Maintenance Equipment	\$30.95	19773	CHAIN & CONNECTOR	
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$10.00	19861	BOLT	
	<b>Total LANO EQUIPMENT</b>	<b>\$40.95</b>			
Paid Chk# 027877	3/12/2018	<b>LOFFLER COMPANIES, INC.</b>			
E 101-41400-437	Maintenance Contract	\$89.50	22223443	COPIER RENT	
	<b>Total LOFFLER COMPANIES, INC.</b>	<b>\$89.50</b>			

CITY OF NORWOOD YOUNG AMERICA

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			Check Amt	Invoice	Comment
Paid Chk# 027878	3/12/2018	<b>MAYER LUMBER CO.</b>			
E 101-41940-210	Operating Supplies		\$47.60		SNOW PUSHER
E 101-45200-221	Repair/Maintenance Equipment		\$2,898.05		WARMING HOUSE
	<b>Total MAYER LUMBER CO.</b>		\$2,945.65		
Paid Chk# 027879	3/12/2018	<b>MID-COUNTY CO-OP OIL ASSN</b>			
E 101-43100-212	Motor Fuels		\$1,044.75	42133	DYED DIESEL
E 101-43100-221	Repair/Maintenance Equipment		\$89.29	9270	NOZZLE
	<b>Total MID-COUNTY CO-OP OIL ASSN</b>		\$1,134.04		
Paid Chk# 027880	3/12/2018	<b>MINI BIFF</b>			
E 101-45200-418	Other Rentals (Biffs)		\$121.38	A-93896	ICE RINK
	<b>Total MINI BIFF</b>		\$121.38		
Paid Chk# 027881	3/12/2018	<b>MN DEPT OF HEALTH</b>			
G 601-20281	MDH FEE		\$2,125.00		CONNECTION FEES
	<b>Total MN DEPT OF HEALTH</b>		\$2,125.00		
Paid Chk# 027882	3/12/2018	<b>MN VALLEY ELECTRIC COOPERATIVE</b>			
E 601-49400-381	Electric Utilities		\$595.42		640 TACOMA BLVD
E 602-49450-381	Electric Utilities		\$34.24		LIFT STATION
E 101-43100-380	Street Lighting		\$101.91		STREET LIGHTS
	<b>Total MN VALLEY ELECTRIC COOPERATIVE</b>		\$731.57		
Paid Chk# 027883	3/12/2018	<b>MOLNAU, JESSE</b>			
E 101-42200-207	Training Instructional		\$284.76		HOTEL
	<b>Total MOLNAU, JESSE</b>		\$284.76		
Paid Chk# 027884	3/12/2018	<b>NELSON ELECTRIC MOTOR REPAIR I</b>			
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$312.50	8442	#1 PUMP
	<b>Total NELSON ELECTRIC MOTOR REPAIR I</b>		\$312.50		
Paid Chk# 027885	3/12/2018	<b>NORWOOD ELECTRIC INC</b>			
E 101-43100-221	Repair/Maintenance Equipment		\$68.58	15645	LAMP
	<b>Total NORWOOD ELECTRIC INC</b>		\$68.58		
Paid Chk# 027886	3/12/2018	<b>NYA TIMES</b>			
E 601-49400-350	Print/Publishing/Postage		\$155.00	574346	PUBLIC SERVICES TECH
E 602-49450-350	Print/Publishing/Postage		\$155.00	574346	PUBLIC SERVICES TECH
E 101-43100-350	Print/Publishing/Postage		\$155.00	576190	PUBLIC SERVICES TECH
E 101-45200-350	Print/Publishing/Postage		\$155.00	576190	PUBLIC SERVICES TECH
	<b>Total NYA TIMES</b>		\$620.00		
Paid Chk# 027887	3/12/2018	<b>PRO AUTO &amp; TRANSMISSION REPAIR</b>			
E 101-43100-221	Repair/Maintenance Equipment		\$2,829.00	0058662	UTV FRAME
E 101-43100-221	Repair/Maintenance Equipment		\$396.08	0059138	T7 REPAIR
	<b>Total PRO AUTO &amp; TRANSMISSION REPAIR</b>		\$3,225.08		
Paid Chk# 027888	3/12/2018	<b>RAETHER, KEVIN</b>			

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MARCH 2018

			Check Amt	Invoice	Comment
E 101-42200-207	Training Instructional		\$540.11		HOTEL & MILEAGE
	<b>Total RAETHER, KEVIN</b>		\$540.11		
Paid Chk# 027889	3/12/2018	<b>ROUSSEAU, ROBERT</b>			
E 601-49400-432	Refund		\$96.38		WATER BILL REIMBURSMENT
	<b>Total ROUSSEAU, ROBERT</b>		\$96.38		
Paid Chk# 027890	3/12/2018	<b>RUPP, ANDERSON, SQUIRES, PA</b>			
E 101-41320-304	Legal Fees		\$32.00		COMM DEV
E 101-41500-304	Legal Fees		\$312.00		CODE REVIEW
E 101-41500-304	Legal Fees		\$63.00		MISC ATTY
G 807-22100	Escrow Collected		\$56.00		LOOMIS-
E 101-41500-304	Legal Fees		\$64.00		PERSONNEL
E 101-41500-304	Legal Fees		\$256.00		ADMIN FEES
E 101-41500-304	Legal Fees		\$1,087.31		TAX REIMBURSEMENT & ANNEXATION
	<b>Total RUPP, ANDERSON, SQUIRES, PA</b>		\$1,870.31		
Paid Chk# 027891	3/12/2018	<b>SMITH OIL CO</b>			
E 101-45200-212	Motor Fuels		\$26.44		
E 601-49400-212	Motor Fuels		\$121.45		
E 602-49450-212	Motor Fuels		\$121.45		
E 101-43100-212	Motor Fuels		\$201.73		
E 251-46331-212	Motor Fuels		\$142.48		BUS
E 101-42200-212	Motor Fuels		\$78.67		FIRE DEPT
	<b>Total SMITH OIL CO</b>		\$692.22		
Paid Chk# 027892	3/12/2018	<b>STRACK CONSULTING LLC</b>			
E 101-41320-305	Other Professional Fees		\$1,800.00	1085	PLANNING SERVICES
	<b>Total STRACK CONSULTING LLC</b>		\$1,800.00		
Paid Chk# 027893	3/12/2018	<b>TASC</b>			
G 101-21713	Health Care Reimbursement Acct		\$15.00	IN1216310	COBRA ADMIN FEE
	<b>Total TASC</b>		\$15.00		
Paid Chk# 027894	3/12/2018	<b>US POSTAL SERVICE</b>			
E 601-49400-350	Print/Publishing/Postage		\$131.78		MARCH UTILITY BILLS
E 602-49450-350	Print/Publishing/Postage		\$131.79		MARCH UTILITY BILLS
E 603-49500-350	Print/Publishing/Postage		\$131.79		MARCH UTILITY BILLS
	<b>Total US POSTAL SERVICE</b>		\$395.36		
Paid Chk# 027895	3/12/2018	<b>VERIZON WIRELESS</b>			
E 101-42200-321	Telephone		\$175.05		FIRE DEPT
	<b>Total VERIZON WIRELESS</b>		\$175.05		
Paid Chk# 027896	3/12/2018	<b>VIVID IMAGE</b>			
E 101-46500-305	Other Professional Fees		\$4,415.00	11851	WEBSITE
	<b>Total VIVID IMAGE</b>		\$4,415.00		
Paid Chk# 027897	3/12/2018	<b>WASTE MANAGEMENT</b>			

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		Check Amt	Invoice	Comment
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$295.00		GARBAGE REMOVAL
	<b>Total WASTE MANAGEMENT</b>	<b>\$295.00</b>		
<hr/>				
Paid Chk# 027898	3/12/2018	<b>ZOLL MEDICAL CORPORATION</b>		
E 101-42200-210	Operating Supplies	\$205.39	2644305	PEDI-PADZ ELECTRODES
E 101-42200-210	Operating Supplies	\$183.87	2646218	ELECTRODE PAD WITH REAL CPR HELP
	<b>Total ZOLL MEDICAL CORPORATION</b>	<b>\$389.26</b>		
	<b>10100 CHECKING</b>	<b>\$44,763.66</b>		

**Fund Summary**

<b>10100 CHECKING</b>	
101 GENERAL FUND	\$26,305.08
251 HARBOR AT PEACE	\$142.48
431 TIF District 3-6	\$2,781.00
601 WATER FUND	\$8,054.28
602 SEWER FUND	\$3,362.03
603 STORM WATER UTILITY	\$131.79
807 Escrow - Preserve 5	\$56.00
809 Escrow - All Saints	\$790.00
812 Vickerman - 2018 Expansion	\$3,141.00
	<b>\$44,763.66</b>

## STAFF MEMO

### City Council City of Norwood Young America

**To:** Honorable Mayor Lagergren and Members of the City Council

**From:** Alicia Menzel, Administrative Assistant

**CC:** Steve Helget, City Administrator  
Kelly Hayes, City Clerk/Treasurer

**Date:** March 12, 2018

**Agenda Item:** 2018 Lawn abatement contract with Dave's Season-All

**Requested Action(s):** Approve Agreement and Contract for Lawn Abatement Services with Dave's Season-All

---

**Background:**

Staff is seeking approval to renew the contract for long grass/weed abatement services with Dave's Season-All for the 2018 season. This would be the City's eighth year contracting with the company, who has also held the contract for cemetery mowing. They will charge \$75/hour for abatement services, this is the first time the rate is increasing in the last three years. The abatement costs will be invoiced to the property owner upon completion of the abatement. Any unpaid invoices at the end of the year will be assessed to the property taxes.

**Recommendation:**

**Approve a contract with Dave's Season-All for 2018 Lawn Abatement Services**

Attachments:

Dave's Season All Quote  
Lawn Abatement Contract



## AGREEMENT AND CONTRACT FOR LAWN ABATEMENT SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Norwood Young America, Minnesota ("City") and Dave's Season All, a Minnesota Corporation ("Contractor").

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Contractor for the performance of various services within the City of Norwood Young America to include:

1. Long grass/weed abatement services

WHEREAS, the Contractor is agreeable to rendering services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree to general terms as follows and to the specific terms as set forth in the indicated appendices:

1. Terms of Agreement.

This Agreement shall commence on the date upon which it is approved and executed by both parties and remain in force and effect until December 31, 2018 or until canceled by either party upon ninety (90) days advance written notice, whichever is sooner. The last day of the contract is the last day the Contractor shall perform services.

2. Scope of Contract.

The Contractor agrees to provide long grass/weed abatement service for the City in accordance with the terms of this Agreement.

A. Abatement: The Contractor shall, upon written order (via e-mail or fax) cut and remove all long grass, weeds, and overgrowth. Generally accepted professional landscaping standards, methods, and equipment shall be used to accomplish the abatement.

B. Work Orders: Upon written order, the Contractor shall notify the City of the date and time the abatement will occur so the City may adequately notify the property owner. The abatement service is expected to be completed within 48 hours of assignment. If completion date needs to be extended due to weather, or other reasons, a written request shall be provided.

C. Specifications: The following specifications are defined as part of this Agreement:

- i. Services shall include cutting grass, not to exceed 2.5 inches, and weed abatement. If grass/weeds are excessively overgrown, or other conditions are present that are not in the scope of this Agreement, Contractor shall notify the City within 24 hours and will send bid and photos to request additional consideration.
- ii. All exterior holes, indentures, damage to the lawn or other areas of the property caused by the Contractor are to be repaired by the Contractor.
- iii. All items including but not limited to grass clippings, tree trimmings, and leaves are to be properly disposed of by the Contractor off of the property location.

3. Normal Business Hours.

Normal business hours are defined as: 8:00 am to 4:30 pm, Monday through Friday, except on holidays recognized by the City.

4. Independent Contractor.

It is acknowledged by and between the parties hereto that the Contractor is an independent contractor with the City in regards to the performance of services as provided in this agreement.

- A. Qualifications- The Contractor agrees that it will perform the duties pursuant to this Agreement and that all employees are experienced in performing services under this Agreement.
- B. Non-Employee Status- Personnel assigned to perform the Services to be provided by the Contractor pursuant to this Agreement shall be officers, employees, or sub-contractors of the Contractor. The Contractor assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, provision of employment benefits and payment of salary (workers' compensation insurance, salary, retirement contributions, withholding tax, health insurance, and unemployment insurance). The City shall not be responsible to furnish any benefits to such personnel.
- C. Communications, Equipment and Supplies- The Contractor shall provide, at its sole expense, all necessary equipment, vehicles and supplies to carry out its obligations under this Agreement.
- D. Technical Requirements- At a minimum, the Contractor shall adhere to the following expectations:
  - i. The Contractor shall maintain e-mail and/or fax capability sufficient to handle the work capacity covered by this Agreement, and must be able to receive orders and order-related

communications via e-mail and/or fax during normal business hours.

- ii. The Contractor shall ensure that sufficient personnel and equipment are maintained and available to perform abatement services required by the scope of this Agreement.
- iii. The Contractor shall have identification badges for all employees who provide services. The badges must have the business name and address as well as the employee name and photograph. Badges must be worn outside of clothing so that they are visible.

E. Insurance and Indemnification requirements- The Contractor, in carrying out its obligation under this Agreement, certifies that it maintains Liability Insurance in an amount not less than \$1,000,000 and has added the City as additionally insured. The Contractor also maintains Workers Compensation Insurance. The Contractor has provided evidence of coverage to the City and will advise the City of any changes of coverage. Failure to do so may be ground for revocation of this Agreement.

#### 6. Payment for Services

- A. Cost to City for Services - The City shall pay to the Contractor for services under this Agreement the following:
  - i. \$75 per hour, per person, not including tax where applicable, pursuant to the quote provided to the City dated 3/5/2017.
- B. Additional work under this Agreement- If conditions are present that are not in the scope of this Agreement, the Contractor will notify the City within 24 hours and will send bid and photos to request additional consideration.
- C. Reimbursement for Expenses- The Contractor agrees that it will seek no reimbursement for out-of-pocket expenses incurred in the performance of this Agreement.
- D. Payment for Additional Work- Work that may require additional fees above and beyond the scope of this Agreement, as referenced in Sections 2.C. and 6.B., shall not proceed without the written consent of the City. Invoices for additional work completed without a written order will not be paid.
- E. Billing- A separate invoice shall be prepared for each separate address and/or incident.

#### 7. Assignment.

The Contractor shall not assign this agreement without the prior written consent of the City.

8. Hold Harmless and Indemnification.

The Contractor shall hold harmless and indemnify the City from any and all claims of any nature brought by others injured or damaged by the actions of the Contractor, its officers, employees, or agents.

9. Entire Agreement.

This Agreement, and its designated sections, contains the entire agreement between the parties and supersedes any and all agreement, written or oral, express or implied, pertaining to its subject matter. It may be changed only by written instrument signed by both parties and approval of the City of Norwood Young America City Council.

10. Choice of Law.

This agreement shall be governed and construed in accordance with the State of Minnesota Law.

IN WITNESS THEREOF, the Contractor and the City have executed this Agreement and agree to the terms and obligations contained herein this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF NORWOOD YOUNG AMERICA

DAVE'S SEASON ALL

By: \_\_\_\_\_

By: \_\_\_\_\_

Steven Helget

David Bleichner

Its: City Administrator

Its: Owner

By: \_\_\_\_\_

Carol Lagergren

Its: Mayor



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: March 12, 2018

RE: Appointment of Planning Commissioner

---

Currently there are two vacancies on the Planning Commission. On February 21, 2018, we received an application from Paul Hallquist to join the commission. Attached is a copy of his application.

**Suggested Motion:**

**Appoint Paul Hallquist to the Planning Commission for a three year term.**



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: March 12, 2018

SUBJECT: U.S. Highway 212 Underpass Project Preliminary Design Update

=====  
Kevin Jullie, SRF Consulting Group, will be present to provide an update on their progress in completing the preliminary design for the Highway 212 Underpass Project.

**Suggested Motion:**

No action required.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: March 12, 2018

SUBJECT: U.S. Highway 212 / Tacoma Avenue Intersection – MnDOT Update

=====

John Solberg, MnDOT, will be present to provide an update on their review and research in regards to reconfiguring the intersection of Tacoma Avenue (County Road 34) and U.S. Highway 212.

**Suggested Motion:**

No action required.



TO: Mayor Lagergren and City Council Members

FROM: Steve ZumBerge, Fire Chief

DATE: March 12, 2018

RE: Department of Defense Agreement

---

The fire department relief association members voted to spend \$11,000.00 to purchase a used 2001 Grass/brush truck from the Minnesota DNR. The money was generated through community fundraising events. This Grass rig would replace the present Grass 21 that has been taken out of service.

I would also ask the council to declare grass 21 "surplus equipment" so that it could be sold. I would recommend selling it as is and by sealed bids.

**Suggested Motion:**

**Approve the Department of Defense Agreement to purchase the 2001 Grass/brush truck .**

**AND**

**Declare the current machine, Grass 21, as surplus equipment and to accept sealed bids for selling it.**



TO: Mayor Lagergren and City Council Members

FROM: Steve ZumBerge, Fire Chief

DATE: March 12, 2018

RE: Fire Department Constitution and Bi-Laws

---

The last time that the Norwood Young America Fire Department Constitution and By-Laws were updated was in February 2014. These items were reviewed, updated and approved by the Fire Department Officers on February 5, 2018. Attached are the documents that show the changes.

**Suggested Motion:**

**Approve the Amended NYA Fire Department Constitution and By-Laws.**



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: March 12, 2018

SUBJECT: Sexual Offenders and Sexual Predators Sample Ordinance

---

At the City Council Work Session meeting on February 26<sup>th</sup>, Jay Squires, City Attorney, reviewed a sample Sexual Offenders and Sexual Predators Ordinance. Per Council direction, Mr. Squires has made some changes to the sample ordinance which is enclosed. Also enclosed are two sample boundary maps reflecting distances of 500 and 1,000 feet respectively from schools, parks, and licensed day cares.

Proposed is to review and discuss the enclosed sample ordinance and boundary maps and to consider scheduling a public hearing for the April 9<sup>th</sup> regular City Council meeting. The purpose of the hearing would be to consider adopting the Sexual Offenders and Sexual Predators Ordinance.

**Suggested Motion:**

**Motion to schedule a public hearing for 6:00 p.m., April 9, 2018 for the purpose of considering an amendment to the City Code to establish an ordinance pertaining to sexual offenders and sexual predators.**

**ORDINANCE NO. 2016-21**  
**AN ORDINANCE AMENDING CHAPTER 130 OF THE DAYTON CODE OF**  
**ORDINANCES**

**THE CITY COUNCIL OF THE CITY OF DAYTON, MINNESOTA DOES**  
**ORDAIN:**

SECTION ONE: Chapter 130 of the Dayton Code of Ordinances is amended as follows:

SEC. 130.21 SEXUAL OFFENDERS AND SEXUAL PREDATORS

- A. Purpose and Intent. The City Council of the City of Dayton finds that sexual offenders and sexual predators present an extreme threat to the health, safety, and welfare of the citizens of the City. It is the intent of this Section to serve the City's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the City by creating areas around locations where children regularly congregate in concentrated numbers wherein certain Designated Offenders are prohibited from loitering or prohibited from establishing temporary or permanent residency.
- B. Definitions.
1. "Designated Offender" means any person who has been convicted of a Designated Sexual Offense, regardless of whether adjudication has been withheld, in which the victim of the offense was less than sixteen (16) years of age, or has been categorized as a Level II or Level III sex offender under Minnesota Statute, section 244.052 or successor statute.
  2. "Designated Sexual Offense" means a conviction, commitment under Minnesota Statute, section 253B or successor statute, or admission of guilt under oath without adjudication involving any of the following offenses under Minnesota Statutes: 609.342; 609.343; 609.344; 609.345; 609.352; 609.365; 617.246; 617.247; 617.293; successor statutes; or a similar offense from another jurisdiction.
  3. "Permanent Residence" means a place where the person abides, lodges, or resides for fourteen (14) or more consecutive days.
  4. "Temporary Residence" means a place where the person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges, or resides for a period of

four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

5. "Loitering" means standing, sitting idly, whether or not the person is in a vehicle or remaining in or around an area.

6. "Prohibited Area" means any amusement park and center, recreation center, youth athletic field, indoor or outdoor ice skating facility, public or commercial swimming pool, golf course, bowling alley, public library, privately operated "tot lot"; or facility providing specialized services for children, including but not limited to gymnastic and dance academies.

7. "A Place Where Children Regularly Congregate" means any school, licensed day care center, park or playground, public school bus stop, place of worship, seasonal pumpkin patch or apple orchard, and any other Prohibited Area, as defined in Paragraph B(6) above.

6.8 "Park or Playground" means one of the following:

- a. Any land, including improvements to the land that is administered, operated or managed by the City for the use of the general public as a recreational area.
- b. City recreational areas include, but are not limited to, conservation area, hiking trail, biking trail, swimming pool, or athletic fields.

C. Designated offender residence and activity prohibited; penalties; exceptions

1. Prohibited location of residence. It is unlawful for any Designated Offender to establish a permanent residence or temporary residence: (1) within 2,000 feet of any school, licensed day care center, park or playground; (2) within 2,000 feet of any seasonal pumpkin patch or apple orchard; (3) within 2,000 feet of any Prohibited Area, as defined in Paragraph B(6) above; (4) within 1,000 feet of any public school bus stop; or (5) within 1,000 feet of any place of worship.

2. Prohibited activity.

It is unlawful for any Designated Offender to knowingly loiter at a place where children regularly congregate.

Designated Offenders shall not, on each October 30<sup>th</sup> and 31<sup>st</sup> (or any other date set by the City for trick-or-treaters) distribute candy or other items to

children, leave an exterior porch light on or otherwise invite trick-or-treaters to solicit their residence.

3. Measurement of distance.

For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the Permanent Residence or Temporary Residence to the nearest outer property line of the prohibited area or property.

The City Clerk shall maintain an official map showing prohibited areas as defined by this Ordinance. The Clerk shall update the map at least annually to reflect any changes in the location of prohibited areas.

4. Penalties. Any person violating any provision of this Section shall be guilty of a misdemeanor as defined by state law and Section 130.99 of this Code and subject to the penalties thereof. Each day a person maintains a residence in violation of this Section constitutes a separate violation.

5. Exceptions. A Designated Offender residing within a prohibited area does not commit a violation of this Section if any of the following apply:

- a. The person established the Permanent Residence or Temporary Residence and reported and registered the residence pursuant to Minnesota Statutes, sections 243.166 and 243.167 or successor statutes, prior to October 28, 2016 the effective date of this Ordinance.
- b. The person was a minor when he/she committed the offense and was not convicted as an adult.
- c. The person is a minor.
- d. The prohibited area was opened after the person established the Permanent Residence or Temporary Residence and reported and registered the residence pursuant to Minnesota Statutes, sections 243.166 and 243.167.
- e. The residence is a property owned or leased by the Minnesota Department of Corrections.

For purposes of Paragraph C(5)(a) and Paragraph C(5)(d) above, a person does not establish a Permanent Residence until the person has physically

abided, lodged, or resided at the residence for a period of fourteen (14) consecutive days. A person will not be deemed to have established a Temporary Residence until the person has physically abided, lodged, or resided at the temporary residence for (a) four (4) or more consecutive or nonconsecutive days in a month or (b) fourteen (14) or more days in the aggregate in any calendar year. Reporting and registering the residence pursuant to Minnesota Statutes, sections 243.166 and 243.167, standing alone, does not establish a Permanent Residence or a Temporary Residence.

D. Property Rental Prohibited; Penalties

1. It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such Permanent Residence or Temporary Residence pursuant to the terms of this Ordinance, if such place, structure, or part thereof, is located within a prohibited area and not subject to an exception set forth in Paragraph C(5) above.
2. A property owner who violates this Section shall be guilty of a misdemeanor as defined by state law and Section 130.99 of this Code and shall be subject to the penalties thereof.

SECTION TWO: This Ordinance shall become effective upon publication.

Adopted by the Dayton City Council this \_\_\_\_ day of \_\_\_\_\_.

APPROVED BY:

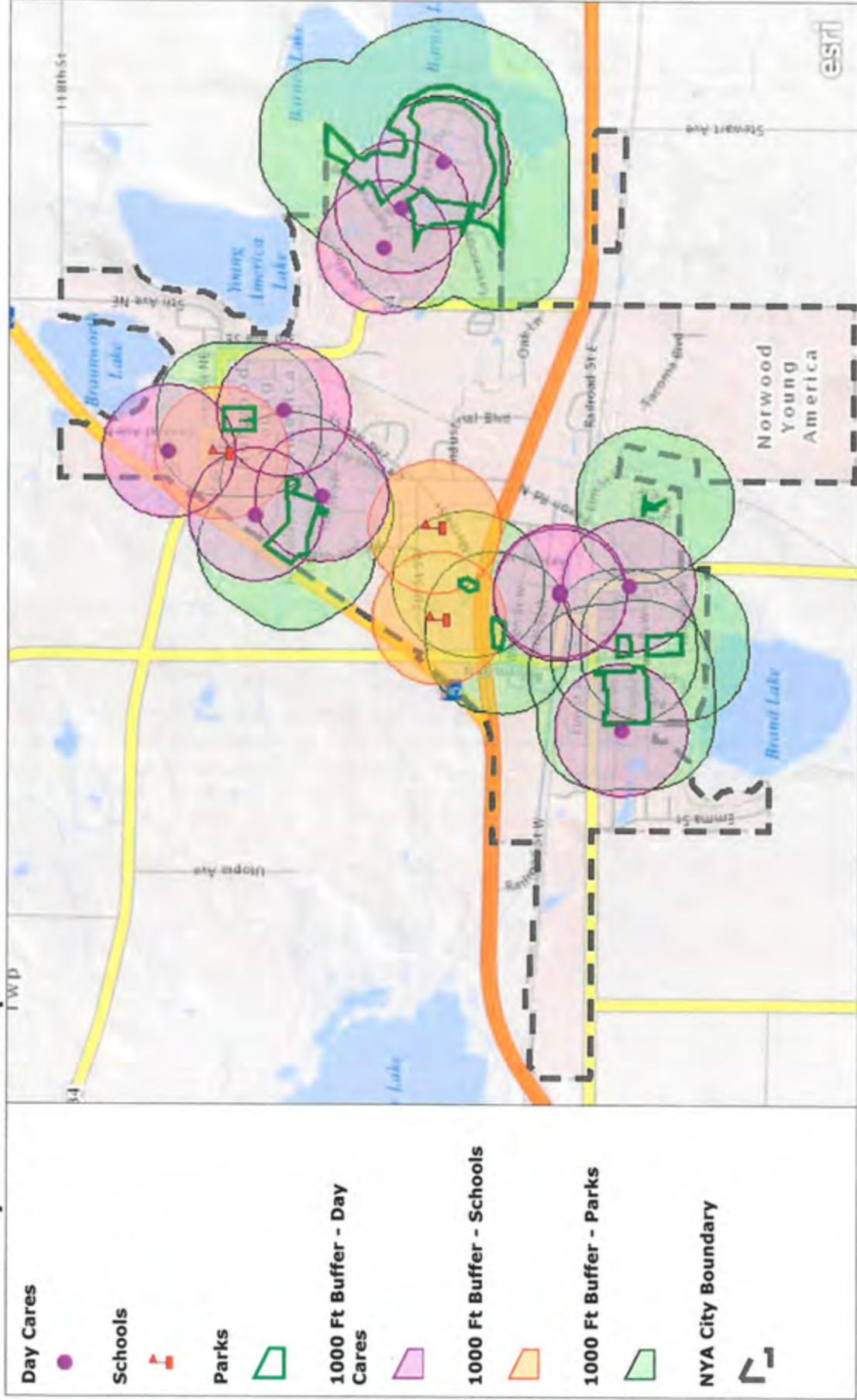
\_\_\_\_\_  
Timothy McNeil, Mayor

ATTEST:

\_\_\_\_\_  
Amy Stanius, Deputy City Clerk



# NYA Predatory Ordinance Map



Day Cares



Schools



Parks



1000 Ft Buffer - Day Cares



1000 Ft Buffer - Schools



1000 Ft Buffer - Parks



NYA City Boundary



Map comparing distances around Daycares, Schools and Parks for draft Predatory Ordinance.

0.6mi

Carver County GIS



more than a place, it's home.

TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: March 12, 2018  
SUBJECT: Administrative Enforcement Draft Ordinance

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At the City Council Work Session meeting on February 26<sup>th</sup>, Jay Squires, City Attorney, reviewed a draft ordinance pertaining to establishing Administrative Enforcement language in the City Code. Per Council direction, Mr. Squires has made some changes to the enclosed draft ordinance.

Proposed is to review and discuss the enclosed draft ordinance and to consider scheduling a public hearing for the April 9<sup>th</sup> regular City Council meeting to consider adopting an Administrative Enforcement Ordinance.

**Suggested Motion:**

**Motion to schedule a public hearing for 6:10 p.m., April 9, 2018 for the purpose of considering an amendment to the City Code to establish an ordinance pertaining to Administrative Enforcement.**

**CITY OF NORWOOD YOUNG AMERICA**

**CARVER COUNTY, MINNESOTA**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE ADDING A NEW SECTION 120.04 TO CITY CODE RELATING TO ADMINISTRATIVE ENFORCEMENT OF CODE VIOLATIONS

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

**SECTION 1. ADDITION OF SECTION.** A new section 120.04 is added to the Norwood Young America City Code as follows:

**120.04. Administrative Enforcement of City Code**

**Subd. 1. Findings and Purpose.** The purpose of this section of the city code is to establish a procedure for administrative enforcement of violations of the city code. The City Council finds that criminal or civil legal action is not an appropriate remedy for certain violations of city code. The City Council establishes this administrative enforcement process as an informal, cost-effective and more efficient alternative to traditional criminal charges for violations of certain city code provisions.

**Subd. 2: General Provisions.**

- (A) A violation of any provision of the city code, other than a traffic offense, is an administrative offense subject to a citation and civil penalties pursuant to this chapter.
- (B) Each day a violation exists constitutes a separate offense.
- (C) Each administrative offense may be subject to a civil penalty not to exceed \$1,000. The City Council shall adopt a schedule of civil penalties for offenses subject to administrative enforcement.
- (D) Civil penalties may be doubled for repeat violations that occur within a twelve-month period.
- (E) The City Administrator or designee is authorized to promulgate rules and forms to facilitate the execution of this chapter.
- (F) In its sole discretion, the City may elect to pursue criminal charges, a civil action, or other remedies allowed by law for conduct covered by this chapter.

### **Subd. 3: Administrative Citation**

- (A) *Individuals Authorized to Enforce the City Code.* The following individuals may issue administrative citations on behalf of the City:
1. Any Officer of the Carver County Sheriff's Department assigned to serve in the City of Norwood Young America
  2. City Administrator; or
  3. Any other employee or agent of the City designated in writing by the City Administrator.
- (B) *Notice of Violation.* Upon determining that a violation of city code has occurred, any individual authorized under this chapter may give notice of the violation to the violator. Such notice shall be in writing and include the nature, date, and time of the violation, the name and title of the official issuing the notice, and the amount of the scheduled penalty. In the case of a vehicular violation, notice may be attached to the vehicle.

### **Subd. 4: Payment or Hearing Request Required**

For violations other than violations of the City's Zoning and Subdivision Codes, within seven days of issuance of the written notice of violation, the person issued such notice must either pay the civil penalty or request an administrative hearing in writing. The civil penalty may be paid in person or by mail. Payment is deemed an admission of the violation.

For violations of the City's Zoning and Subdivision Codes, the property owner shall have thirty days from the issuance of the written notice of violation to request an administrative hearing in writing, modify the property to adhere to zoning requirements, or provide the City Administrator with satisfactory written evidence of efforts toward compliance. By way of example, but without limitation, satisfactory written evidence may include a contract with an individual or entity to perform the necessary work to bring the property into compliance with zoning requirements within a limited period of time. During the thirty days from the issuance of the written notice, the property owner will not incur a civil penalty. If the property owner does not request a hearing, bring the property into compliance, or provide the City Administrator with satisfactory written evidence of efforts toward compliance within thirty days of issuance of the written notice, the property owner will incur a civil penalty on the 31st day after issuance of the written notice, and each day the violation continues, as provided in the City's schedule of civil penalties. Civil penalties will continue to accrue until the property owner notifies the City Administrator that the property has been brought into compliance and the City Administrator or designee has verified the property is compliant.

### **Subd. 5: Administrative Hearing**

- (A) Any person contesting an administrative citation pursuant to this chapter may request a hearing. The request must be in writing and include the violator's name and contact information, citation number, date of offense, and a brief description of the reason(s) for requesting a hearing. Any request for hearing other than a hearing on a zoning or subdivision code violation must be addressed to the City Administrator and received at City Hall within seven (7) days of issuance of the citation. A request for a hearing on a zoning or subdivision code violation must be addressed to the City Administrator and received at City Hall within thirty (30) days of the issuance of the notice of violation.
- (B) The City will determine the hearing date. The hearing should be conducted within sixty (60) days from the date the request is received.
- (C) The City Council shall conduct an informal hearing to determine, by a preponderance of the evidence, whether a violation has occurred. The Council, by majority vote, shall have authority to sustain or dismiss the violation and, if sustained, reduce or waive the civil penalty.
- (D) The civil penalty must be paid within seven days of the hearing officer decision.

#### **Subd. 7: Appeal Hearing Body**

The hearing shall be before the City Council. The City Council is authorized to hear and decide any controversy relating to administrative offenses covered by this chapter.

#### **Subd. 8: Payment of Civil Penalty**

- (A) Except for violations of the Zoning and Subdivision Codes, the civil penalty must be paid within seven days of issuance of an administrative citation, or seven days of the Hearing Officer's decision. A ten-percent (10%) late fee will be added beginning on the eighth day, and for each day thereafter until the penalty is paid in full. The City Administrator may agree to a one-time extension to pay, up to an additional fourteen days.
- (B) The City will periodically send invoices regarding outstanding civil penalties and late fees. Where a violation affects property within the City, no permits or land use approvals will be granted for the property at issue until all civil penalties are paid.
- (C) If an individual fails to timely pay the civil penalty or request a hearing, the City may request a misdemeanor or petty misdemeanor charge to be filed in accordance with applicable statutes, or the City may use traditional debt collection methods or

any other method prescribed by law, including assessing the unpaid fines against property owned by the violator, to collect the fine amount and any associated fees.

- (D) If the penalty is paid or if an individual is found not to have committed the administrative offense by the hearing officer, no such charge may be brought by the city for the same violation.
- (E) During the time any Civil Penalty remains unpaid, no City approval will be granted for a license, permit, or other City approval sought by the violator or for property under the violator's ownership or control.

**Subd. 9: Disposition of Penalties**

All civil penalties and late fees shall be paid to the City and deposited into the general fund.

**Subd. 10: Schedule of Civil Penalties**

A schedule of Civil Penalties will be developed and adopted by City Council. In the absence of an identified civil penalty, the penalty shall be \$100.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon its passage and publication.

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Kelly Hayes, City Clerk/Treasurer



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: March 12, 2018

SUBJECT: LMCIT Property and Liability Insurance Renewal Report

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Jeff Hebeisen, Citizens Insurance Services, will be present to review the 2018 Property and Liability Insurance renewal with the League of MN Cities Insurance Trust (see enclosures).

**Suggested Motion:**

**No action required.**



February 8, 2018

CONNECTING & INNOVATING  
SINCE 1913

Covered Party: City of Norwood Young America

Effective Date: 1/1/2018

**RENEWAL PREMIUM SUMMARY**

**Common Coverages**

Coverage		Deductible	Premium
• Property	\$	5,000 / 15,000 / 1,000.	\$56,053.
• Mobile Property		5,000 / 15,000 / 1,000.	4,079.
• Municipal Liability		5,000 / 15,000 / 1,000.	13,566.
• Automobile Liability		5,000 / 15,000 / 1,000.	4,666.
• UM/UIM \$200,000 all owned autos		5,000 / 15,000 / 1,000.	Included.
• Basic Economic Loss Benefits (PIP) all owned autos		5,000 / 15,000 / 1,000.	Included.
• Automobile Physical Damage		5,000 / 15,000 / 1,000.	3,412.
• Crime		5,000 / 15,000 / 1,000.	Included.
• Petrofund		NA.	Included.
• Defense Cost Reimbursement		NA.	Included.

Experience Factor Modifier: 0.929

Aggregate Factor Modifier: 1.016

Expiring Experience Factor Modifier: 0.954

(Applied to Municipal Liability, Auto Liability, and UM/UIM) The modifier is calculated with a formula which compares the city's actual loss history with the amount of losses that would be expected for a city of that size if the city were a perfectly average LMCIT member. If the city's losses and expenses are better than average the city receives a premium credit. If the city's losses and expenses are worse than average, the city receives a premium debit.

**Optional Coverages**

Coverage		Deductible	Premium
• Bond	\$ 250,000.	5,000 / 15,000 / 1,000.	401.
• Equipment Breakdown		1,000.	5,087.
• Excess Liability Limit:	\$	NA.	Not Covered.
• Liquor Liability Limit:	\$	NA.	Not Covered.
• Fireworks			Not Covered.
• No Fault Sewer Back Up Limit:	\$		Not Covered.
• Airport Liability			Not Covered.
<b>TOTAL:</b>			<b>\$87,264.</b>

**DO NOT PAY UNTIL YOU RECEIVE INVOICES**

**TORT LIMIT: \$500,000/\$1,500,000**

LEAGUE OF MINNESOTA CITIES  
INSURANCE TRUST

145 UNIVERSITY AVE. WEST PHONE: (651) 281-1200 FAX: (651) 281-1298  
ST. PAUL, MN 55103-2044 TOLL FREE: (800) 925-1122 WEB: WWW.LMC.ORG

**Comments:** If the expiring covenant includes additional interests (mortgagee, loss payee, additional insured) you will find a schedule of those interests included with the Premium Breakdown. Please review, update and return to your LMCIT Underwriter.

Coverage	Optional Coverage Quotes Deductible	Approximate Premium
Excess (\$1,000,000 limit)		\$4,514.

Optional coverage(s) are not bound unless the covered party has requested that coverage be bound and LMCIT has sent a written confirmation. Optional coverage quotes are valid for 30 days after the date of this letter.

Covenant Number:  
CMC 1000642-2

# MUNICIPAL PROPERTY, CRIME, BOND, PETROFUND, and EQUIPMENT BREAKDOWN DECLARATIONS

Coverage is Provided by:  
**THE LEAGUE OF MINNESOTA CITIES  
INSURANCE TRUST**  
(Herein called LMCIT)



Item 1. CITY: NORWOOD YOUNG AMERICA

Item 2. COVERAGE PERIOD:

From: 01/01/2018 To: 01/01/2019 12:01 AM Standard Time at Mailing Address  
on Common Coverage Declarations

Item 3. THE COVERED PARTY IS: CITY

Item 4. COVERAGE:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF  
THIS COVENANT, LMCIT AGREES TO PROVIDE THE COVERED PARTY WITH COVERAGES  
SHOWN BELOW FOR WHICH A LIMIT IS STATED:

Item 5. COVERAGE PART ONE - PROPERTY

Section I - Property General Limit of Coverage Per Occurrence \$ 37,326,492

This general limit is subject to the sublimits as described in Section VI, Limits of  
Coverage and Valuation, and the *specific property limit*.

Terrorism loss occurrence-shared limit \$ 50,000,000

This limit is subject to the provisions of the Terrorism Losses - Special Pool Limit  
Endorsement - ME079(11/09)

Section II - Additional Covered Loss or Damages

1. <u>Loss of Revenue, Extra Expenses and Expediting Expense</u>	\$ 5,000,000	Per Occurrence
2. <u>Demolition and Debris Removal</u> (Direct Physical Damage to Covered Property)		25% of the Estimated Replacement Cost of the Covered Property
(No Direct Physical Damage to Covered Property)	\$ 50,000	Per Occurrence
3. <u>Leasehold Interest</u>	\$ 500,000	Per Location
4. <u>Accounts Receivable</u>	\$ 500,000	Per Location
5. <u>Valuable Papers and Records</u>	\$ 500,000	Per Location
6. <u>Utility Services</u>	\$ 100,000	Per Occurrence
7. <u>Green Building Expenses</u>		1% of the Contract Cost but not to exceed \$100,000. Per Location
8. <u>Asbestos Clean up, Abatement and Removal</u>	\$ 250,000	Per Location
9. <u>Pollutant Clean up and Removal</u>	\$ 250,000	Per Location
10. <u>Errors</u>	\$ 500,000	Per Occurrence
11. <u>Rental Reimbursement</u>	\$ 250,000	Annual Aggregate
12. <u>Arson Reward</u>	\$ 5,000	Per Fire Loss
13. <u>Extra ordinary Expense</u>	\$ 250,000	Annual Aggregate
14. <u>Data Security Breach Expenses</u>	\$ 250,000	Annual Aggregate
15. <u>Organic Pathogen Cleanup and Removal</u>	\$ 250,000	Annual Aggregate



**GENERAL ANNUAL AGGREGATE DEDUCTIBLE ENDORSEMENT**  
**DOES NOT QUALIFY FOR SEWER BACK-UP INCENTIVE**

General Annual Aggregate Deductible	\$	<u>15,000</u>	
Sewer Back-up Damage Maintenance Deductible	\$	<u>2,500</u>	Per Occurrence/Sewer back-up damage claims
All Other Claims Maintenance Deductible	\$	<u>1,000</u>	Per Occurrence/All other claims

The General Annual Aggregate Deductible is deemed to be satisfied if the city's total obligation for deductibles applying to *occurrences* under the coverages designated below equals or exceeds the General Annual Aggregate Deductible. If the General Annual Aggregate Deductible has been satisfied:

1. The applicable *per-occurrence* deductibles shown on the declaration pages shall not apply to any subsequent *occurrences*; and
2. The *Sewer Back-up Damage Maintenance Deductible* and *All Other Claims Maintenance Deductible* listed above shall apply to each subsequent *occurrence* for the coverages designated below.

- MUNICIPAL PROPERTY COVERAGE
- MUNICIPAL CRIME COVERAGE
- MUNICIPAL BOND COVERAGE
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE A. MUNICIPAL LIABILITY COVERAGE
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE B. *MEDICAL AND RELATED EXPENSE*
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE C. *AUTOMOBILE LIABILITY*
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE D. *LAND USE AND SPECIAL RISK LITIGATION*
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE E. AND F. *UNINSURED AND UNDERINSURED MOTORISTS COVERAGE AND BASIC ECONOMIC LOSS BENEFITS COVERAGE*
- MUNICIPAL *AUTOMOBILE PHYSICAL DAMAGE COVERAGE*

3. Definition

For purposes of this endorsement, the following definition applies.

Sewer back-up damage means damage to property, including removal and clean-up costs, resulting from a sewer back-up.

Covenant Number:  
**CMC 1000642-2**

**MUNICIPAL LIABILITY DECLARATIONS**  
Coverage is Provided by:  
**THE LEAGUE OF MINNESOTA CITIES  
INSURANCE TRUST**  
(Herein called LMCIT)



Item 1. **CITY:** NORWOOD YOUNG AMERICA

Item 2. **COVERAGE PERIOD:**

**From:** 01/01/2018 **To:** 01/01/2019

12:01 AM Standard Time at Mailing Address on  
Common Coverage Declarations

Item 3. **THE COVERED PARTY IS:** CITY

Item 4. **COVERAGE PARTS:**

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS COVENANT, LMCIT AGREES WITH THE COVERED PARTY TO PROVIDE THE COVERAGE AS STATED IN THIS COVENANT, SUBJECT TO THE FOLLOWING LIMITS:**

<b>PER OCCURRENCE LIMIT</b>	<b>* \$ 2,000,000</b>	
<b>PRODUCTS LIMIT</b>	<b>\$ 3,000,000</b>	Annual Aggregate
<b>FAILURE TO SUPPLY CLAIM LIMIT</b>	<b>\$ 3,000,000</b>	Annual Aggregate
<b>EMF CLAIM LIMIT</b>	<b>\$ 3,000,000</b>	Annual Aggregate
<b>MEDICAL AND RELATED EXPENSE LIMIT</b>	<b>\$ 2,500/10,000</b>	Any One Person/Occurrence
<b>LIMITED CONTAMINATION LIABILITY CLAIM LIMIT</b>	<b>** \$ 3,000,000</b>	Annual Aggregate
<b>OUTSIDE ORGANIZATION CLAIM LIMIT</b>	<b>** \$ 100,000</b>	Annual Aggregate
<b>SYSTEM SECURITY BREACH CLAIM LIMIT</b>	<b>\$ 3,000,000</b>	Annual Aggregate
<b>LAND USE AND SPECIAL RISK LITIGATION LIMIT</b>	<b>*** \$ 1,000,000</b>	Annual Aggregate

\* LMCITs maximum limit of liability for COVERAGES A and C combined.

\*\* LIMIT includes *damages*, loss adjustment expense, defense costs, and *supplementary payments*.

\*\*\* LIMIT includes *litigation costs*.

Item 5. **MUNICIPAL LIABILITY DEDUCTIBLE:** (Subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations)  
**\$ 5,000 Per Occurrence**

Item 6. **RETROACTIVE DATES:**

**MUNICIPAL LIABILITY RETROACTIVE DATE:**

**01/01/1997**

**LIMITED CONTAMINATION LIABILITY CLAIM RETROACTIVE DATE:**

**01/01/1997**

Item 7. **ENDORSEMENTS ATTACHED TO THIS COVERAGE PART:**

CMC(11/17)                      MGL-1(11/12)                      ME014(11/15)                      ME066(11/11)  
ME091(11/17)

Covenant Number:  
**CMC 1000642-2**

**MUNICIPAL AUTOMOBILE DECLARATIONS**  
Coverage Is Provided by:  
**THE LEAGUE OF MINNESOTA CITIES  
INSURANCE TRUST**  
(Herein called LMCIT)



Item 1. **CITY:** NORWOOD YOUNG AMERICA

Item 2. **COVERAGE PERIOD:**  
**From:** 01/01/2018      **To:** 01/01/2019      **12:01 AM Standard Time at Mailing Address  
Indicated on Common Coverage Declarations**

Item 3. **THE COVERED PARTY IS:** CITY

Item 4. **COVERAGE:**

**IN RETURN FOR THE PAYMENT OF PREMIUM AND SUBJECT TO ALL OF THE TERMS OF THIS COVENANT, LMCIT AGREES WITH THE COVERED PARTY TO PROVIDE THE COVERAGE AS STATED IN THIS COVENANT, SUBJECT TO THE FOLLOWING LIMITS:**

<b>COVERAGE:</b>	<b>LIMIT:</b>
<b>AUTOMOBILE LIABILITY</b>	<u>*\$2,000,000 Per Occurrence</u>
<b>BASIC ECONOMIC LOSS BENEFITS</b>	<u>Basic Minnesota Statutory Cvg.</u>
<b>UNINSURED AND UNDERINSURED MOTORISTS</b>	<u>\$ 200,000 Per Occurrence</u>
<b>AUTOMOBILE PHYSICAL DAMAGE</b>	<u>Actual Cash Value, Unless Endorsed</u>

\* LMCITs maximum limit of liability for COVERAGES A and C combined.

Item 5. **DEDUCTIBLE (SUBJECT TO GENERAL ANNUAL AGGREGATE DEDUCTIBLE, IF ANY, SHOWN ON COMMON COVERAGE DECLARATIONS).**  
**\$ 5,000 per occurrence**

Item 6. **FORMS AND ENDORSEMENTS ATTACHED TO THIS COVERAGE PART:**

<u>A0010(11/17)</u>	<u>CMC(11/17)</u>	<u>ME079(11/09)</u>	<u>MA074(11/01)</u>
<u>MA083(11/15)</u>	<u>ME049(11/16)</u>	<u>ME057-A(11/15)</u>	<u>ME063(11/01)</u>
<u>ME066(11/11)</u>	<u>ME078(11/00)</u>		

**LIMITED REPLACEMENT COST ENDORSEMENT**

This endorsement amends the Municipal Automobile Physical Damage Coverage.

In consideration of the additional premium of \$ INCLUDED it is understood and agreed that with respect to the units scheduled below:

				<u>LIMIT</u>
2000	PETERBILT	PUMPER	8852	\$ 450,000
2002	PETERBILT	RESCUE	2179	\$ 350,000
2004	STERLING	DUMP TRUCK	2787	\$ 105,000
2003	FORD F550	BUCKET TRK	6609	\$ 90,000
2007	STERLING	L7500	6703	\$ 122,000
1996	QUINT	FIRE TRUCK	5710	\$ 350,000
2010	MACK PLOW	TRUCK	1250	\$ 151,000
2012	FORD	F550	3969	\$ 80,000
2013	FORD	F550	2961	\$ 100,000

SECTION III-LIMITS OF COVERAGE AND VALUATION, paragraph 1. a. (1) (2) is deleted and the following substituted:

- a. The most we will pay for any scheduled unit stolen or damaged in any one loss is the smaller of:
- (1) The cost of repairing or replacing parts with like kind and quality without deduction for depreciation;
  - (2) The cost of an equivalent new *automobile* without deduction for depreciation;
  - (3) The limit stated in this endorsement as applicable to each *covered automobile*.

However, if the repairs are equal to or greater than 80% of the actual cash value, the most we will pay is the smaller of:

- (1) 200 percent of the actual cash value of the *automobile*;
- (2) The cost of an equivalent new *automobile* without deduction for depreciation;
- (3) The limit stated in this endorsement as applicable to each *covered automobile*.

All other terms and conditions remain unchanged.

Covenant Number:  
OML 1000643-2

Previous Covenant Number:  
OML 1000643-1

**AGREEMENT DECLARATIONS  
DEFENSE COST  
REIMBURSEMENT AGREEMENT**  
Coverage is Provided By:  
**THE LEAGUE OF MINNESOTA CITIES  
INSURANCE TRUST**  
(Herein called LMCIT)



Item 1. **COVERED PARTY and MAILING ADDRESS:**  
NORWOOD YOUNG AMERICA

310 Elm St. W  
Po Box 59  
Norwood Young America, MN 55368-0059

Item 2. **COVERAGE PERIOD:**

From: 01/01/2018 To: 01/01/2019 12:01 AM Standard Time at  
Mailing Address Indicated Above

Item 3. **RETROACTIVE DATE:** 04/17/1998

Item 4. **THE COVERED PARTY IS:**

City  Joint Powers Entity  Others (Describe) \_\_\_\_\_

Item 5. **DEFENSE COST REIMBURSEMENT LIMITS:**

1. Agreement Term Annual Aggregate Per City Official: \$ 50,000
2. Agreement Term Annual Aggregate: \$ 250,000

Item 6. **PREMIUM:** \$ NO CHARGE

Item 7. **FORMS AND ENDORSEMENTS APPLICABLE TO AGREEMENT:**

OMLRA-1(11/14) ME063(11/01)

June 651-281-1272

# League of Minnesota Cities Insurance Trust

## Group Self-Insured Workers' Compensation Plan

145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

### INFORMATION PAGE

#### RENEWAL

1. The "City"  
Norwood Young America  
310 Elm St. W  
Po Box 59  
Norwood Young America, MN 55368-0059

Agreement No.: WC 1001221-2  
"City" is:  City  
 Joint Powers Entity  
 Other (describe)

2. The Agreement Period is from 12:01 a.m. 01/01/2018 to 12:01 a.m. 01/01/2019 at the "City's" address.
3. A. Workers' Compensation Coverage: Part One of the Agreement applies to the Workers' Compensation Law of any state of the United States of America and the District of Columbia.
- B. Employers Liability Coverage: Part Two of the Agreement applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are: Bodily Injury-Each Occurrence \$1,500,000.  
Bodily Injury by Disease-Agreement Limit \$1,500,000.
- C. Part Three of the Agreement applies to Infectious Disease Diagnostic Testing.
- D. Part Four of the Agreement applies to Peace Officers Posttraumatic Stress Syndrome Benefit.
- E. This Agreement includes these amendments and schedules:  
LM4660(01/18) LM4670(01/16) LM4680(06/15)

4. Retro-rating option selected?  Yes  No
5. Coverage for elected and appointed officials of the entity or entities listed in #1 above? Yes
6. The premium for this Agreement will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Premium Basis Estimated Total Annual Remuneration	Rates Per \$100 of Remuneration	Code No.	Entries in this item, except as specifically provided elsewhere in this Agreement; Do not modify any of the other provisions of the Agreement.	Estimated Annual Premium
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#### SEE ATTACHED SCHEDULE FOR DETAILS

2014 Loss

Agent:			Manual Premium	1.40	35,624
00519	Citizens Insurance		Experience Modification	1.3800	13,537
	Po Box 98		Standard Premium		49,161
	Norwood Young America MN 55368-0098		Deductible Credit	0.0%	0
			Premium Discount		-4,195
			Balance to Minimum Premium		0
			Net Deposit Premium		\$44,966

**League of Minnesota Cities Insurance Trust**  
**Group Self-Insured Workers' Compensation Plan**  
**145 University Avenue West**  
**St. Paul, MN 55103-2044**  
**(651) 215-4173**

The "City"  
 Norwood Young America  
 310 Elm St. W  
 Po Box 59  
 Norwood Young America, MN 55368-0059

Agreement No. WC 1001221-2  
 Agreement Period From: 01/01/2018  
 To: 01/01/2019

**CONTINUATION SCHEDULE FOR INFORMATION PAGE**

<u>REMUNERATION</u>	<u>RATE</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>EST PREM</u>
249,891	0.72	8810	CLERICAL OFFICE EMPLOYEES NOC	1,799
2,594	0.55	9410	MUNICIPAL EMPLOYEES	14
91,173	5.26	9102	PARKS	4,796
70,538	4.90	7580	SEWAGE DISPOSAL PLANT	3,456
113,904	9.67	5506	GENERAL MAINTENANCE	11,015
70,538	4.43	7520	WATERWORKS	3,125
18,200	0.42	9411	ELECTED OR APPOINTED OFFICIALS	76
POP 3,610	203.02	7718	FIREFIGHTERS (VOLUNTEER)NON SMOKING	7,329
31,191	5.23	9015	SWIMMING POOL OR BEACH OPERATIONS	1,631
25,226	6.27	7382	BUS DRIVERS	1,582
15,309	5.23	9015	BUILDINGS-OPER BY OWNER	801
Manual Premium				35,624

**Agent:**  
 00519 Citizens Insurance  
 Po Box 98  
 Norwood Young America, MN 55368-0098

# Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2018

Risk ID:

State: MN

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D-RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

\*\*\*\*Minnesota

Policy Period: 1/1/2014 to 1/1/2015

Policy #:

5506	3.38	0.28	135,460	4,579	1,282	WC0033980	5	F	37,093	16,500
7520	1.55	0.37	59,975	930	344	WC0033430	5	F	41,517	16,500
7580	1.71	0.33	59,984	1,026	338					
7708	78.94	0.34	4,564	3,603	1,225					
8810	0.25	0.38	220,340	551	209					
9015	1.83	0.37	39,364	720	267					
9102	1.84	0.38	56,498	1,040	395					
9410	0.19	0.38	2,997	6	2					
9411	0.15	0.38	18,200	27	10					

Policy Period Totals 597,382 12,480 4,073 78,610 33,000

Policy Period: 1/1/2015 to 1/1/2016

Policy #:

5506	3.38	0.28	142,429	4,814	1,348	WC0039026	5	F	1,669	1,669
7520	1.55	0.37	76,802	1,190	440	WC0037605	6	F *	174	174
7580	1.71	0.33	75,783	1,296	428	WC0037091	6	F *	1,096	1,096
7708	78.94	0.34	4,564	3,603	1,225					
8810	0.25	0.38	238,997	597	227					
9015	1.83	0.37	53,966	988	365					
9102	1.84	0.38	66,686	1,227	466					
9411	0.15	0.38	18,200	27	10					

Policy Period Totals 677,427 13,743 4,510 2,938 2,938

Policy Period: 1/1/2016 to 1/1/2017

Policy #:

5506	3.38	0.28	158,584	5,360	1,501					
7520	1.55	0.37	59,166	917	339					
7580	1.71	0.33	62,879	1,075	355					
7708	78.94	0.34	4,564	3,603	1,225					
8810	0.25	0.38	238,154	595	226					
9015	1.83	0.37	39,731	727	269					
9102	1.84	0.38	83,607	1,538	585					
9410	0.19	0.38	2,594	5	2					
9411	0.15	0.38	18,200	27	10					

Policy Period Totals 667,479 13,848 4,512

**Commercial General Liability Coverage Declarations**

**Customer Number:** 1000069159  
**Policy Number:** A171069 01

**Policy Period:** 07/01/2017 to 07/01/2018  
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
 City of Norwood Young America  
 DBA The Harbor at Peace Village  
 300 Faxon Rd N  
 Norwood Young America, MN 55368-4549

**Agency Name and Address:** 22285  
 F&M INSURANCE AGENCY  
 101 NORTH MARSHALL AVENUE  
 SPRINGFIELD, MN 56087  
 507-723-4840

Insured is a(n) Municipality

**Limits of Insurance**

General Aggregate Limit (other than Products/Completed Operations)	\$3,000,000
Products/Completed Operations Aggregate Limit	\$3,000,000
Each Claim Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$200,000
Medical Expense Limit, Any One Person	\$10,000

**Retroactive Date**

Retroactive Date: 03/05/2007

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal or Advertising Injury" occurring before the Retroactive Date shown above.

See attached Forms Schedule for forms and endorsements applicable to this coverage.



Renewal JUN 19 2017

Commercial Lines Policy Declaration

Customer Number: 1000069159
Policy Number: A171069 01

Policy Period: 07/01/2017 to 07/01/2018
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
City of Norwood Young America
DBA The Harbor at Peace Village
300 Faxon Rd N
Norwood Young America, MN 55368

Agency Name and Address: 22285
F&M INSURANCE AGENCY
101 NORTH MARSHALL AVENUE
SPRINGFIELD, MN 56087
507-723-4840

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Table with 2 columns: Coverage Part, Premium. Includes Commercial General Liability Coverage (\$10,186.00) and Total Premium (\$10,186.00).

This is not a bill. A billing invoice will be sent separately.

See attached schedule for forms applicable to all coverage parts.

Countersignature [Signature] (Authorized Representative) Date 6-19-17



more than a place. it's home.

TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: March 12, 2018  
SUBJECT: Par Real Estate, LLC Request for Variances to Tacoma West Industrial Park Covenants

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Enclosed is Resolution 2018-16 which approves three variances for Par Real Estate, LLC (Vickerman Company) from the Tacoma West Industrial Park Covenants. In accordance with the Covenants, the Owners desiring to vary from the requirements of the Covenants must submit the desired variance(s) to the Design Review Team (DRT) for approval. The DRT consists of City staff and members of the Norwood Young America Economic Development Commission (EDC). The EDC reviewed the proposed variances at a meeting held on February 26<sup>th</sup> and recommends approval.

The Covenants also state the approval of any variance requires the approval of 2/3 (two-thirds) majority of all the lot Owners at the time. Vickerman Company provided the City with a letter requesting consideration and approval of their variances to the Covenants (see enclosure). Also enclosed, is a copy of the letter from Sackett Waconia stating they have no contention with the variance requests.

**Suggested Motion:**

**Motion to approve Resolution 2018-16 a resolution approving Par Real Estate, LLC variance requests to the Tacoma West Industrial Park Covenants.**

**CITY OF NORWOOD YOUNG AMERICA  
CARVER COUNTY, MINNESOTA**

**RESOLUTION 2018-16**

**A RESOLUTION APPROVING PAR REAL ESTATE, LLC  
VARIANCE REQUESTS TO THE TACOMA WEST INDUSTRIAL  
PARK COVENANTS**

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

WHEREAS, Par Real Estate LLC has approach the City of Norwood Young America for the purpose of purchasing property located in the Tacoma West Industrial Park in order to construct a 118,698 square foot warehouse facility on Lot 1, Block 1 Tacoma West Industrial Park 3<sup>rd</sup> Addition (the "Property"); and

WHEREAS, PAR Real Estate LLC ("the Developer") has submitted a letter to the City of Norwood Young America dated February 28, 2018 requesting consideration and approval to variances to the Tacoma West Industrial Park Covenants; and

WHEREAS, the variances requested are as follows:

1. A variance to allow a zero interior side yard setback to accommodate a link between an existing structure and the proposed structure; the Covenants standard is 15 feet. The variance would allow the placement of an 118,698 square foot warehouse facility on Lot 1, Block 1 Tacoma West Industrial Park 3<sup>rd</sup> Addition which would be connected by a link to an adjacent existing structure. The requested variance is applicable to approximately thirty-two (32) feet of the interior side property line.
2. A variance to allow a maximum building height of forty-two (42) feet; the Covenants standard is forty (40) feet. The requested variance will apply to only a portion of the structure near the ridgeline. The requested variance will allow storage space within the facility to increase approximately ten (10) percent while maintaining a three-foot clear zone for a fire suppression system.
3. A variance to the building exterior materials to allow the use of prefabricated metal siding on the front and side facades. The Covenants standard is the front and street side facades shall be face brick, stone, glass, architectural metals or architectural woods, stucco, or EIFS with integral color or finish painting, architecturally treated concrete, cast in place or pre-cast concrete panels, painted decorative concrete block or integral color water repellent treated decorative concrete block or an approved equivalent as determined by the Design Review Team.

WHEREAS, the Tacoma West Industrial Park Covenants state that the Design Review Team which consists of City staff and the Norwood Young America Economic Development Commission shall review the proposed development project to determine conformance with the Covenants; and

WHEREAS, the Norwood Young America Economic Development Commission reviewed the proposed property improvements and proposed variances on February 26, 2018, and recommends approval to the City Council.

NOW THEREFORE, BE IT RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves variances to the Tacoma West Industrial Park Covenants as follows:

1. A variance to allow a zero interior side yard setback to accommodate a link between an existing structure and the proposed structure; the Covenants standard is 15 feet. The variance would allow the placement of an 118,698 square foot warehouse facility on Lot 1, Block 1 Tacoma West Industrial Park 3<sup>rd</sup> Addition which would be connected by a link to an adjacent existing structure. The requested variance is applicable to approximately thirty-two (32) feet of the interior side property line.
2. A variance to allow a maximum building height of forty-two (42) feet; the Covenants standard is forty (40) feet. The requested variance will apply to only a portion of the structure near the ridgeline. The requested variance will allow storage space within the facility to increase approximately ten (10) percent while maintaining a three-foot clear zone for a fire suppression system.
3. A variance to the building exterior materials to allow the use of prefabricated metal siding on the front and side facades. The Covenants standard is the front and street side facades shall be face brick, stone, glass, architectural metals or architectural woods, stucco, or EIFS with integral color or finish painting, architecturally treated concrete, cast in place or pre-cast concrete panels, painted decorative concrete block or integral color water repellent treated decorative concrete block or an approved equivalent as determined by the Design Review Team.

Adopted by the City Council this 12<sup>th</sup> day of March, 2018.

Attest:

\_\_\_\_\_  
Carol Lagergren, Mayor

\_\_\_\_\_  
Kelly Hayes, City Clerk/Treasurer



Vickerman Company  
675 Tacoma Blvd  
NYA, MN 55368  
952-373-2001

February 28, 2018

Steven Helget  
City Administrator  
City of Norwood Young America  
P.O. Box 59  
Norwood Young America, MN 55368

Dear Mr. Helget:

Vickerman Company is proposing to expand its current facility at 675 Tacoma Avenue, Norwood Young America. In accordance with the Covenants for the Tacoma West Industrial Park, we are requesting your consideration and approval of the following variances to the Covenants.

1. A variance to allow a zero-foot side yard setback for the purpose of constructing a link connecting the existing building to the new building. The link will allow movement between the existing and proposed buildings without the need to exit either building. A 15-foot side yard setback is required in the Covenants. The side yard setback variance is proposed to only be applicable to a 32-foot segment of the building which represents the location and width of the link.
2. A variance to allow a 42-foot building height. A 40-foot maximum height is currently noted in the Covenants. The 42-foot height would support our fire suppression system and allow us to build higher versus increasing site coverage.
3. In respect to the building exterior materials, we're seeking a variance to use prefabricated metal siding on the front and side facades.

We respectfully request your written approval of these variances, for the expansion of our facility. Please respond by March 9, 2018. I'm happy to answer any questions.

Best regards,

Randy Schuster  
Vickerman Company



March 2, 2018

Randy Schuster  
Vickerman Company  
675 Tacoma Blvd  
NYA, MN 55368

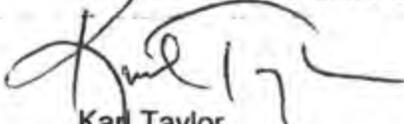
Dear Randy:

In response to your correspondence dated February 28<sup>th</sup> 2018, Sackett Waconia approves of your request for variances to the current building Covenants in the Tacoma West Industrial Park.

I have personally meet with Mr. Steven Helget, City Administrator for Norwood Young America, and reviewed the proposed variances. Sackett Waconia does not have contention with these requests.

Because both of our businesses rely heavily on shipping logistics, we would request that during the construction phase, Tacoma Boulevard remain free and clear of construction vehicles and employee parking in efforts to accommodate the egress of our freight.

Best of luck with future endeavors,



Karl Taylor  
Sackett Waconia

1701 South Highland Avenue • Baltimore, MD 21224 • (410) 276-4466

33 East 8<sup>th</sup> Street • Waconia, MN 55387 • (952) 442-4450

680 Tacoma Blvd • Norwood-Young America, MN 55386 • (952) 442-4450



more than a place. it's home.

TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: March 12, 2018  
SUBJECT: Oak Grove 2018 Lawn Maintenance

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In 2017 the City, for the first time provided the lawn care services at Oak Grove. The total lawn mowing expense was about \$5,618 which included staff and equipment (see enclosure). Per the maintenance contract, the Carver County Community Development Agency (CDA) was responsible for 1/3 of the costs or approximately \$1,872. The CDA recently solicited proposals for conducting the 2018 lawn care maintenance at Oak Grove. The lowest bid was from a local vendor they currently use at other locations and that bid was for \$3,160. The CDA's portion would be \$1,053. The CDA proposes to contract with this vendor or in the alternative the City provide the scope of work and charge the CDA \$1,053 for the 2018 season.

Enclosed is a copy of the CDA's Scope of Work for lawn care services at Oak Grove. Also enclosed is a copy of the proposed Lawn Care Services Agreement between the City and the CDA.

**Suggested Motions:**

**Motion to approve the 2018 Lawn Care Service Agreement with the Carver County CDA.**

**OR**

**Motion to authorize the Carver County CDA to enter into a Lawn Care Service Agreement for the 2018 growing season not-to-exceed \$3,160.**

# OAK GROVE LAWN MOWING LOG - 2017

DATE	EQUIPMENT	INITIALS	HOURS	STAFF TIME	STAFF FEE	EQUIP FEE	TOTAL
4/21/2017	326 Kubota	bs	0.5	0.5	25	30	\$55.00
4/24/2017	326 Kubota	jk	1	1	50	60	\$110.00
5/2/2017	326 k & push mower	bs	2	2	100	120	\$220.00
5/15/2017	331 kubota & push mower	bs,bh	2	4	200	190	\$390.00
5/23/2017	331 kubota & push mower	bs,rj	1.5	3	150	142.5	\$292.50
6/2/2017	326 k & push mower	bh,mb	2	4	200	190	\$390.00
6/12/2017	326 k & push mower	bh,mb,ha	1.5	4.5	225	142.5	\$367.50
6/21/2017	326 k & push mower	bh,mb,ah	1.75	5.25	262.5	166.25	\$428.75
6/30/2017	326 k & push mower	bh,ha,mb	1.75	5.25	262.5	166.25	\$428.75
7/13/2017	326 k & push mower	mb,ha,ah	1.5	4.5	225	142.5	\$367.50
7/27/2017	331 kubota	mb	1.5	1.5	75	90	\$165.00
8/4/2017	326 k & push mower	mb,bh,ah	1.5	4.5	225	142.5	\$367.50
8/15/2017	326 k & push mower	bh,ha	1.75	3.5	175	166.25	\$341.25
8/23/2017	326 k & push mower	bh,ah	1.75	3.5	175	166.25	\$341.25
8/30/2017	326 k & push mower	bh,ah	1.75	3.5	175	166.25	\$341.25
9/11/2017	326 k & push mower	bh,rj	1.75	3.5	175	166.25	\$341.25
9/28/2017	326 k & push mower	bh	3	3	150	180	\$330.00
10/11/2017	326 k & push mower	rs,jc	1.75	3.5	175	166.25	\$341.25

**2017 TOTAL LAWN MOWING EXPENSE    \$5,618.75**



## Scope of Work and Bid Form for Lawn Care Related Services for 2018

**Property: Oak Grove Senior Residents**  
**114 Reform Street N.**  
**NYA, MN 55368**  
**(952) 373-2200**

The above mentioned property requests a written proposal for lawn care and related services for the **2018** season.

Please provide a complete proposal package and return to the address below no later than **Friday, February 23rd by 3 p.m.** By submitting a proposal for **Oak Grove Senior Residents**, you are agreeing to all the terms in this bid document.

Submittals: Attachment A - Pricing Sheet

Please submit proposals to: Carver County CDA  
705 N. Walnut Street  
Chaska, MN 55318  
(952) 448-7715

### I. Scope of Work

- A. Scope - Lawn care service to begin on April 1, weather permitting, and runs through October 31.
  - a. Pick up all loose paper, cans, bottles, glass, branches and other trash or debris that might be present on its site. Remove trash and debris from the site. The Contractor shall notify the property of persistent or excessive litter conditions on mowing days.
  - b. The Agency does its best to have tenants remove all items from the yard (toys, lawn furniture, clutter, etc.). However, there may be times that Contractor will need to move items, mow and then move items back. The Contractor shall notify the property of persistent or excessive items on the lawn.
  - c. Mow and trim grass and vegetation around buildings, structures, driveways, sidewalks, plantings, curbs and other obstructions every 7-10 days or as need to keep height between 2.5 and 3.5 inches.
  - d. Trimming around buildings, plantings, and other obstructions will be done with EACH mowing along with mowing borderline boulevards.
  - e. Sidewalks, patios, and steps will be blown to remove excess grass clippings following each mowing.
  - f. Pruning and shaping of shrubs will be done throughout the growing season (not just spring and fall) to remove dead branches and maintain intended sizes and shapes. All flowering bushes will be trimmed after the budding period. Hydrangea bushes will be trimmed in early spring or late fall when bush is dormant. Lilac bushes will be trimmed only after flowers have bloomed.
  - g. Trees will be pruned to remove dead or broken branches up to a height of ten (10) feet. Trees will also so be trimmed from the bottom up to Ten (10) feet to provide clearance for cars and mowers. Dead or broken branches must be trimmed with each mowing. These occasional broken branches will be removed from the site and no additional cost to the CCCDA.
  - h. Shrubs and planting beds will be cultivated and/or sprayed with herbicide as to control weeds. If weeds are growing between plants contractor **MUST** hand remove. Trimming and weed control will be done as part of regular mowing so the CCCDA does not have to constantly calling in trimming orders.
  - i. Edging of concrete and asphalt sidewalks, stairs and driveways will be done as part of the monthly service during the growing season. This means edger work with the appropriate tool along all walks that have lawn and weed growing over the walk, not just spraying of weed killer.
  - j. Spring clean up will include removal of leaves and debris from lawn areas and shrub beds, and will be completed prior to May 1<sup>st</sup> of each year. (Depending on weather). All cleanup debris will be removed from site, at no time will any clippings or tree/shrub clippings be dumped on any CCCDA site. This also includes sweeping of lawns to get the sand off prior to the lots being swept (where snow plows stack snow in winter). If this is not done prior to lot sweeping it will be the responsibility of the Lawn Contractor for removal of sand that is blown from lawns onto lots.

- k. Fall cleanup will be completed at any time following the final mowing, but no later than November 15, and will include the removal of fallen leaves and debris from lawn areas, shrub beds and parking spaces. Flower beds shall be cleaned out and all perennial plants shall be trimmed back at this time.
  - l. Fertilization schedule will consist of:
    - i. Pre-emergent (Early Spring)
    - ii. Weed Control (Late Spring)
    - iii. Green-up nitrogen (Summer)
    - iv. Winterize (Fall)
  - m. Irrigation systems
    - i. Start up: Charge system, test RPZ valve, power up controller, set zone schedule, walk grounds and inspect heads for proper operation and coverage. Inspect for broken irrigation lines/leaks.
    - ii. Winterization: Shut down controller, valve off system, blow out system, and winterize RPZ. Any irrigation breaks determined to be freeze breaks will be the responsibility of the contractor for the costs of repair.
    - iii. START UP AND WINTERIZATION TO BE DETERMINED BY CONTRACTOR AND PROPERTY MANAGEMENT.
- B. Equipment
- a. Contractor recognizes that various equipment may be required to fulfill scope requirements and acknowledges that he/she owns or has access to equipment necessary to fulfill scope requirements.

## II. Special Conditions

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

The following insurance requirements apply:

- a. Workers Compensation insurance coverage per MN Statutes. In addition, general contractor must provide proof of insurance, whether or not the owners are covered or there are any employees.
  - b. Commercial General Liability insurance of not less than \$1,000,000. The property/Carver County CDA shall be an additional name insured on the prime contractor's insurance policy.
    - i. Certificates of Insurance-Before beginning work and annually thereafter, until all work under this bid is complete, Contractor shall furnish to the property, a certificate or certificates of insurance demonstrating the required coverage.
  - c. Automobile Liability insurance of not less than \$1,000,000.
  - d. Failure to Insure. The failure to carry the required insurance coverage, or to furnish the required certificate or certificates of insurance, shall be a material breach of contract.
- B. Damages-Contractor may be held liable for damages caused by mowers or trimmers to such items as sprinkler heads or other items damaged by the Contractor or contractor's agents during lawn care. We will notify contractor of areas with damage so they can make necessary repairs. Otherwise, charges will be assessed by November 2016 for any items not repaired.
- C. Declaration of Indemnification: The contractor shall indemnify and hold harmless the owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: a) is attributable to bodily injury, sickness, disease or death or to injury or to destruction of tangible property – other than work itself – including the loss of use resulting there from: and b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

### **III. Data Privacy**

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

### **IV. Contract Modifications**

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

### **V. Fair Housing Policy**

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

### **VI. Payment**

The property will divide the season cost in order to make seven monthly payments to the Contractor.

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

Invoices shall list unit address, if applicable.

# OAK GROVE SENIOR RESIDENTS

## Attachment A - Pricing

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

**Lawn Year: 2018**

**Total Bid for 1 Season \$ \_\_\_\_\_**

The property will compensate the Contractor for the lump sum amount for performance of the services listed under bid. This amount is inclusive of any and all state, federal and local sales, use and/or service taxes. This amount will be divided into seven equal monthly payment installments. Monthly payments will be made to the Contractor upon submittal of an invoice for the preceding month. The invoice shall include a detailed description of the service dates and services provided during the preceding month itemizing applicable tax.

Submitted by:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Business Street Address

\_\_\_\_\_  
Business Fax Number

\_\_\_\_\_  
Business City, State, Zip Code

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



### **Property Name Lawn Care Services**

THIS AGREEMENT dated March 15th, 2018 by and between the Carver County Community Development Agency dba/Oak Grove Senior Residence (hereinafter referred to as "CDA") and City of Norwood Young America (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, The CDA wishes to acquire lawn care services at 114 Reform St. Norwood Young America, MN 55368 and other special projects as agreed upon, on a contractual basis; and,

NOW, THEREFORE, in consideration of the mutual undertakings and promises herein contained, the parties do agree as follows;

1. **TERM.** The term of this Agreement shall be from April 1, 2018 – October 31, 2018.
2. **WARRANTY.** The Contractor warrants and represents that he/she is qualified to provide the services herein.
3. **SERVICES.** The Contractor shall provide services as listed on Attachment "A" to said Contract.
4. **PAYMENT.** Payment for services shall be processed within 30 days to the Contractor after completion of services upon the presentation of a claim. Invoices shall list property address, and shall provide a cost breakdown of services and labor or material charges. The CDA reserves the right to inspect the job sites and approve or disapprove the Contractor's work. If the CDA disapproves the work, the Contractor will have forty-eight hours to resolve any problems. The Contractor will not be paid for the job until the problems are resolved.
5. **GOODWILL.** The Contractor agrees that in performing any duties required under this agreement he will avoid any words or actions that would convey a negative image for the CDA or any of the various co-parties involved. Should an event occur that violates this provision, the Contractor and the CDA will mutually agree to necessary corrections to be made.
6. **CONFIDENTIALITY.** All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, [Sections 13.01 through 13.99], particularly those rules and regulations which address information about persons receiving assistance from the CDA and/or location of CDA assisted housing, shall be complied with.
7. **RECORDS AVAILABILITY AND RETENTION.** Pursuant to Minnesota Statute 16B.06, Subd. 4, Contractor agrees that CDA, or any of its duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Contract. Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.
8. **SUBCONTRACTING AND ASSIGNMENT.** Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without Prior written approval of the CDA and subject to such conditions and provisions as the CDA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

9. **INDEPENDENT CONTRACTOR.** Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the CDA. No tenure or any rights or benefits including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or any other benefits available to Agency employees, shall construe to the Contractor or employees of the contractor performing services under this agreement. Any and all claims that may arise as a consequence of any act or omission on the part of said Contractor shall in no way be the obligation or responsibility of the CDA.
10. **NONDISCRIMINATION.** During the performance of this Agreement, the Contractor agrees to the following:  
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, 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 Federal and State laws against discrimination.
11. **HEALTH and SAFETY.** The Contractor shall be solely responsible for the health and safety of its employees and subcontractors' employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all of the Contractor's employees, including those of all subcontractors, have received all of the training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Uniform First Code and/or any other applicable health and safety regulations.
12. **SURVIVAL.** Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any Federal or State law, or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid, and that the remainder of this contract shall remain in full force and effect.
13. **AMENDMENT.** Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.
14. **AGREEMENT.** This agreement, when executed, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
15. **LIABILITY AND INDEMNIFICATION.** The Contractor agrees it will defend, indemnify and hold harmless the CDA, its officers and employees against any and all liability, loss, costs, damages and expenses which the CDA, its officers or employees may hereinafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Contract.
16. **INSURANCE.** Contractor hereby agrees, that in order to protect itself as well as the CDA under indemnity provisions set forth above, it will at all times during the term of this contract keep in force:
- a. Coverage's: The contractor shall at its expense carry not less than:
    - 1,000,000.00 In Commercial General Liability Insurance.
    - 1,000,000.00 In Automobile Liability Insurance.
    - Contractor shall purchase insurance to protect itself from claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed.
  - b. Additional Insured. Contractor shall name CDA as an additional insured on its commercial general liability policy, and that additional-insured coverage shall be primary and non-contributory with respect to any other insurance or self insurance which may be maintained by the CDA.
  - c. Certificates of Insurance. Before beginning work under this Agreement, and annually after that, until all work under this Agreement is completed. Contractor shall furnish to the CDA a certificate or certificates of insurance demonstrating the required coverage.
  - d. Failure to Insure. The failure to carry the required insurance coverage, or to furnish the required certificate or certificates of insurance, shall be a material breach of this Agreement.

17. **DEFAULT AND CANCELLATION.** If the Contractor 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, this shall constitute default. Unless the Provider's default is excused by the CDA, the CDA may terminate this agreement immediately without further notice.

This agreement may be cancelled without cause by either party upon thirty days written notice.

18. **NOTICE TO CONTRACTOR:** You are required by Minnesota Statutes, Section 270.66 to provide your Social Security number or Minnesota tax identification number if you do business with the State of Minnesota. The information may be used in the enforcement of federal or state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. These numbers will be available to federal and state personnel involved in the payment of state obligations.

Social Security: \_\_\_\_\_ Minnesota Tax ID: \_\_\_\_\_ Federal Employer ID: \_\_\_\_\_

19. **ANTITRUST.** Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**Contractor**

**Carver County Community Development Agency**

\_\_\_\_\_  
City of Norwood Young America

\_\_\_\_\_  
Allison Streich, Deputy Director