



## CITY COUNCIL AGENDA

March 26, 2018 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

### WORK SESSION

1. Call Meeting of City Council Work Session to Order
  2. Approve Agenda
    - 2.1 Work Session Items
      - a) Nuisances Abatement Procedures
      - b) Home Occupations
- 

### ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
    - 1.1 Pledge of Allegiance
  2. Approve Agenda
    - 2.1 Approve minutes of February 26 and March 12, 2018
  3. Adjournment
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### CITY COUNCIL

1. Call Meeting of City Council to Order
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment  
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
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 March 12, 2018 meeting
  - 4.2 Approve payment of claims
  - 4.3 Approve hiring Paul Dhoore as a Public Services Technician 3
  - 4.4 Accept Theresa Meis Resignation from the Economic Development Commission
5. Public Hearings
6. Old Business
7. New Business
  - 7.1 Tree City USA Program - Amber Orr, Central Student
  - 7.2 Advanced Electrical Services – Water & Sanitary Sewer Extension
  - 7.3 Ordinance No. 298, Pertaining to Towers and Antennas
  - 7.4 Northside Grill Liquor License Application
  - 7.5 Peace Villa Bus Agreement
  - 7.6 Oak Grove 2018 Lawn Maintenance
  - 7.7 Hand Held Meter Purchase Proposal
  - 7.8 Schedule Special City Council meeting
8. Council Member & Mayor Reports
9. Adjournment

The following informational items have been included in the Council packet for informational purposes, council review and discussion. No action is required by the City Council: Carver County Sheriff's Office February Report; Minnesota Pollution Control Bio-Solids Annual Report.

UPCOMING MEETINGS / EVENTS

April 3 Planning Commission – 6:00 p.m.  
April 9 City Council – 6:00 p.m.  
April 11 EDC Meeting – 6:00 p.m.  
April 17 Parks and Rec. Commission – 5:30 p.m.  
April 19 Senior Advisory Committee – 9:00 a.m.  
May 9 Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:30 p.m.



TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: March 26, 2018  
SUBJECT: Work Session

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#### Nuisances Abatement Procedures

Enclosed is a copy of the section of the City which pertains to nuisances and abatement procedures. Proposed is to review the nuisance language and discuss how it relates or not relates to the administrative penalty ordinance that will be considered at the April 9<sup>th</sup> Council meeting. Enclosed is a copy of the current fine schedule as it pertains to nuisances.

#### Home Occupations

Proposed is to review and discuss the City Code pertaining Home Occupations. Enclosed is the section of the Zoning Code pertaining to Home Occupations. According to the Zoning Code, the definition of a Home Occupation is "*any occupation or profession carried on by members of the immediate family residing on the premises*". Proposed is to discuss some properties that appear to not be in compliance with the Code.

## CHAPTER 6. NUISANCES

### Section 600 – Nuisances

#### 600.01 Public Nuisances Prohibition.

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

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

#### 600.02 Public Nuisances Affecting Health.

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

- A. The exposed accumulation of decayed or unwholesome food or vegetable matter;
- B. All diseased animals running at large;
- C. All ponds or pools of stagnant water;
- D. Carcasses of animals not buried or destroyed within twenty-four (24) hours after death;
- E. Accumulation of junk, trash, rubbish, manure, refuse, or other debris;
- F. Privy vaults and garbage cans which are not rodent-free or fly-tight, or which are so maintained as to constitute a health hazard or to emit foul and disagreeable odors;
- G. The pollution of any public well or cistern, stream or lake, canal or body of water by sewage, industrial waste, or other substances;
- H. All noxious weeds and other rank growths of vegetation upon public or private property and all other weed or grass growing to a height of six (6) inches or more;
- I. Dead trees, fallen trees, or tree limbs which are a fire hazard or are otherwise detrimental to the neighborhood;
- J. Dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities;
- K. All public exposure of people having a contagious disease; and
- L. Any offensive trade or business as defined by statute not operating under local license.

#### 600.03 Public Nuisances Affecting Morals And Decency.

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

- A. All gambling devices, slot machines, and punch boards, except otherwise authorized and permitted by federal, state, or local law;
- B. Betting, bookmaking, and all apparatus used in those occupations;
- C. All houses kept for the purpose of prostitution or promiscuous sexual intercourse, gambling houses, houses of ill fame, and bawdy houses;
- D. All places where intoxicating or 3.2 malt liquor is manufactured or disposed of in violation of law or where, in violation of law, people are permitted to resort, for the purpose of drinking

intoxicating or 3.2 malt liquor, or where intoxicating or 3.2 malt liquor is kept for sale or other disposition in violation of law, and all liquor and other property used for maintaining that place; and

- E. Any vehicle used for the unlawful transportation of intoxicating or 3.2 malt liquor, or for promiscuous sexual intercourse, or any other immoral or illegal purpose.

#### **600.04 Public Nuisances Affecting Peace And Safety.**

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

- A. All snow and ice that is not removed from public sidewalks within twenty-four (24) hours after the snow or other precipitation causing the condition has ceased to fall;
- B. All trees, hedges, billboards, or other obstructions which prevent people from having a clear view of all traffic approaching an intersection;
- C. All wires and limbs of trees that are so close to the surface of a sidewalk or street as to constitute a danger to pedestrians or vehicles;
- D. Any person participating in any party or other gathering that causes the unreasonable disturbing of the peace, quiet, or repose of another person;
- E. All unnecessary and annoying vibrations;
- F. Obstructions and excavations affecting the ordinary public use of streets, alleys, sidewalks, or public grounds, except under conditions as are permitted by this ordinance or other applicable law;
- G. Radio aerials or television antennae erected or maintained in a dangerous manner;
- H. Any use of property abutting on a public street or sidewalk or any use of a public street or sidewalk that causes large crowds or people to gather, obstructing traffic and the free use of the street or sidewalk;
- I. All hanging signs, awnings, and other similar structures over streets and sidewalks, so situated as to endanger public safety, or not constructed and maintained as provided by ordinance;
- J. The allowing of rainwater, ice, or snow to fall from any building or structure upon any street or sidewalk or to follow across any sidewalk;
- K. Any barbed wire fence located less than six (6) feet above the ground and within three (3) feet of a public sidewalk or way;
- L. All dangerous, unguarded machinery in any public place, or so situated or operated on private property as to attract the public;
- M. Wastewater cast upon or permitted to flow upon streets or other public properties;
- N. Accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other materials in a manner conducive to the harboring of rats, mice, snakes, or vermin, or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health, or other safety hazards from such accumulation;
- O. Any well, hole, or similar excavation that is left uncovered or in such other condition as to constitute a hazard to any child or other person coming on the premises where it is located;
- P. Obstruction to the free flow of water in a natural waterway or a public street drain, gutter, or ditch with trash or other materials;
- Q. The placing or throwing on any street, sidewalk, or other public property of any glass, tacks, nails, bottles, or other substances that may injure any person or animal or damage any pneumatic tire when passing over such substance;
- R. The depositing of garbage or refuse on a public right-of-way or on adjacent private property.

- S. Reflected glare or light from private exterior lighting exceeding 0.5 footcandles as measured on the property line of the property where the lighting is located when abutting any residential parcel, and one (1) footcandle when abutting any commercial or industrial parcel;
- T. Any storage container placed on a property outside of any enclosed building for more than fourteen (14) consecutive days. Storage containers include but are not limited to portable on demand storage (PODS), intermodal cargo containers, or similar types of equipment intended for temporary or long-term storage but not including lawful accessory buildings; and
- U. All other conditions or things that are likely to cause injury to the person or property of another.

#### 610.01 Abatement Procedure.

**Subd. 1 Procedure.** Whenever the peace officer or other designated official determines that a public nuisance is being maintained or exists on the premises in the city, the official shall notify in writing the owner of record or occupant of the premises of such fact and order that the nuisance be terminated or abated. The notice of violation shall specify the steps to be taken to abate the nuisance and the time within which the nuisance is to be abated. If the notice of violation is not complied with within the time specified, the official shall report that fact forthwith to the City Council. Thereafter, the City Council may, after notice to the owner or occupant and an opportunity to be heard, determine that the condition identified in the notice of violation is a nuisance and further order that if the nuisance is not abated within the time prescribed by the City Council, the city may seek injunctive relief by serving a copy of the City Council order and notice of motion for summary enforcement or obtain an administrative search and seizure warrant and abate the nuisance.

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

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

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

600.02(E), (H) and 600.04(A), (D), (E), (H), (J), (M), and (P) if the city determines, in its discretion, that the public interest would be served by immediate abatement.

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

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

### **610.02 Recovery of Cost.**

**Subd. 1 Personal Liability.** The owner of the premises on which a nuisance has been abated by the city, or a person who has caused a public nuisance on property not owned by that person, shall be personally liable for the cost to the city of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the city clerk or other city official shall prepare a bill for the cost and mail it to the owner. Thereupon the amount shall be immediately due and payable at the office of the city clerk.

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

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

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

- A. A statement that failure to take remedial action by the specified deadline will result in an administrative penalty for violation of the nuisance ordinance; and

- B. A statement that additional violations of the same or substantially similar offense within a 12-month period of the abatement deadline stated above will result in an automatic administrative fine, which shall be increased for each subsequent offense

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

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

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

**Subd. 5 Subsequent Offenses.** In the event a party is charged with a subsequent administrative offense within a 12-month period of paying an administrative penalty for the same or substantially similar offense, the subsequent administrative penalty shall be increased by 25% above the previous administrative penalty except when otherwise provided by ordinance.

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

### **Section 620 – Guns & Explosives**

**620.01 Guns.** It shall be unlawful for any person to shoot or discharge any gun, air gun, pistol, revolver or other firearm or bow and arrow within the corporate limits of the City.

Nothing in this Code shall be construed to prohibit any firing of a gun, pistol or firearms when done in the lawful defense of person or property or family, or the necessary enforcement of the law.

**620.02 Explosives.** It shall be unlawful for any person to keep, store, or harbor any explosive substances such as dynamite, blasting caps, nitroglycerin, black powder or any other substance designed as an explosive, in Minnesota Statutes § 299F.72, without a permit as required by Minnesota Statutes § 299F.74 and explained in Minnesota Statutes § 299F.73.

### **Section 630 – Building Alarm Systems**

**630.01 Citation.** This Section shall be known, cited and referred to as the "Alarm Users Section."

**630.02 Purpose and Scope.** The purpose of this Section shall be to protect the public safety services which serve the City from misuse and to provide for the maximum possible service to alarm users. This Section shall provide regulation for the use of burglary, robbery, fire, and medical alarms and shall establish a system of administration and an alarm users fee.

**FINES & VIOLATIONS**

Nuisance Tree Abatement	Fine + cost of abatement	50.00
False Alarm - rolling 12 month period		
First three offenses		Warning
4th offense		50.00
5th offense		100.00
6th offense		150.00
each additional offense increases in increments of \$50		
Sprinkling Ban Violation		
1st offense		Warning
2nd offense		50.00
3rd offense		100.00
each additional offense		200.00
Unlicensed Rental Dwelling Fines		
Unlicensed fine per day, per unit		10.00
Rental Dwelling Violation		
Violation fee per day until corrections are completed		5.00
Towing and Storage of Vehicles		
		Actual Cost
Nuisance Violation - rolling 12 month period		
1st offense		Warning
Offenses thereafter	administrative penalty + cost of abatement	
Administrative Penalty		
1st offense		Warning
2nd offense		115.00
3rd offense		130.00
4th offense		150.00
each additional offense increases in increments of \$50		
Abatement Fees		
		Actual Cost

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

<b>On-Sale</b>		
Intoxicating Liquor	per year	1200.00
Wine	per year	100.00
Sunday Liquor Sales	per year	200.00
Pavilion Intoxicating Liquor	must have an NYA On-Sale Intoxicating Liquor License	N/C
3.2 Beer / Malt Liquor	per year	150.00
Temporary (1 - 3 day event or up to 12 days in calendar year)	per year	25.00
Extended hours - 2am	per year	500.00
<b>Off-Sale</b>		
Intoxicating Liquor	per year	200.00
3.2 Beer / Malt Liquor	per year	50.00
<b>Miscellaneous Liquor License</b>		
Consumption & Display Permit	per year	100.00
Malt Liquor or Set Up Holder Permit	per year	250.00
Liquor License Investigation Fee - new license	per year	500.00
Liquor License Investigation Fee - established renewal license	per year	100.00

**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

**1245.09 Home Occupations.**

**Subd 1 In General.** Home Occupations may be allowed in any district where they do not jeopardize the health, safety and general welfare of the surrounding neighborhood. All home occupations conducted in the home shall comply with the provisions of this Section. This Section shall not be construed, however, to apply to home occupations accessory to farming.

**Subd. 2 Purpose and Intent.**

- A. The purpose of this Section is to provide for the conducting of home occupations while protecting the health, safety, and general welfare of the surrounding neighborhood.
- B. The intent of this Section is to establish operational standards and review procedures for home occupations.

**Subd. 3 Scope.**

- A. All occupations conducted in a dwelling unit or on the premises of a principal residential use shall comply with the provisions of this Section, the provisions of the district in which it is located, and all other Sections of the City Code.
- B. Home occupations are defined as and limited to all of the following:
  1. Gainful occupations or professions engaged in by the occupant(s) of a dwelling;
  2. Which are carried on within a dwelling unit or structure(s) accessory thereto; and,
  3. Which are clearly incidental to the principal use of the property as a residential dwelling unit.
- C. Nothing in this Section is intended to prohibit or regulate non-commercial activities in residential neighborhoods.

**Subd. 4 Prohibited Home Occupations.**

- A. Home occupations involving illegal substances, illegal devices, and/or unlawful activities are prohibited.
- B. Home occupations involving sexually oriented materials and/or activities as defined by Mn. Statutes as may be amended are prohibited.
- C. Home occupations conducted in a manner which produce noise, vibration, smoke, dust, odors, heat, electrical interference, or glare detectable at or beyond the premises are prohibited.
- D. Home occupations involving materials or storage of items declared a public nuisance, as defined in Chapter Six of the City Code, as may be amended are prohibited.
- E. Home occupations with outdoor storage of items, including but not limited to, materials, products, merchandise, equipment, or parts relating to said home occupation are prohibited.
- F. Home occupations with contractor storage yards are prohibited. Contractor storage yards are defined as areas out-of-doors used for the storage of tools, equipment, building materials, sand, soil, rock, gravel, vegetation, paints, pipe, or electrical components which are used in or associated with building or construction contractor. Building or construction contractors include general contractors, excavation contractors, landscaping contractors, building contractors, plumbing contractors, electrical contractors, HVAC contractors, concrete or masonry contractor, and other specialty contractors.
- G. Home occupations generating hazardous waste or noxious matter are prohibited.

**Subd. 5 Performance Standards.**

- A. Home Occupations shall comply with all of the following Performance Standards.
1. Home occupations shall be conducted in a manner which produces no indication of light, glare, noise, odor, vibration, smoke, dust, or heat detectable at or beyond the premises.
  2. Equipment used in conjunction with a home occupation shall not create electrical interference to surrounding properties.
  3. Home occupations shall comply with Chapter Six of the City Code relating to nuisances.
  4. Home occupations shall be clearly incidental, secondary, and subordinate to a principal residential use of the property and shall not change the residential character of the neighborhood, be incompatible with surrounding land uses, disturb surrounding residential uses, or be intrusive to surrounding dwellings.
  5. Home occupations shall not require internal or exterior structural modifications or alterations or involve construction features not customarily found in dwellings except where required to comply with local and state fire and police recommendations.
  6. Operation of a home occupation shall be limited to the residential dwelling, an attached garage, or an accessory structure.
  7. Home occupation walk-in traffic shall be conducted only between the hours of 6:00 a.m. and 10:00 p.m.
  8. Only two other persons beyond those who customarily reside on the premises shall be employed.
  9. Home occupations shall not occupy or use greater than twenty-five percent (25%) of the combined footprint of structures on the subject parcel. In addition, a home occupation shall not occupy or use greater than twenty-five percent (25%) of the lot area; except that home day care providers may use greater than twenty-five percent (25%) of the lot area for play/recreation purposes.
  10. Signage for home occupations shall be limited to one (1) non-illuminated sign which shall not exceed four (4) square feet in area.
  11. Exterior storage of items related to the home occupation is prohibited unless specifically allowed elsewhere within the City Code.
  12. Home occupations shall not generate excessive employee, customer, or client traffic that is detrimental to the character of the surrounding properties.
  13. Areas used for home occupations shall meet all applicable fire and building codes.
  14. A home occupation shall not be established before a dwelling unit exists on the subject property.
  15. Home occupations shall be operated and licensed as required by applicable state and/or federal law.

**Subd. 6 Nonconforming Use.** Home occupations lawfully existing on the date of this Ordinance may continue as nonconforming uses. Expansion of a nonconforming home occupation is prohibited. Any existing occupation that is discontinued for a period of more than one (1) year, or is in violation of the Ordinance provisions under which it was initially established, shall be brought into conformity with the provisions of this Section.

**Subd. 7 Inspection.** The City of Norwood Young America hereby reserves the right to inspect the premises in which the home occupation is being conducted to insure compliance with the provisions

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

### **ECONOMIC DEVELOPMENT AUTHORITY**

1. Call Meeting of Economic Development Authority to Order

1.1 Pledge of Allegiance

Meeting was called to order by President Lagergren at 6:59pm.

2. Approve Agenda

2.1 Approve minutes of January 8, 2018

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

*Motion:* MM/CS to approve minutes of January 8, 2018. Vote 4 – 0. Motion carried.

3. Establishment of Tax Increment Financing No. 3-6

3.1 Modification to the Redevelopment Plan for the Tacoma West Industrial Park Project

3.2 Purchase and Redevelopment Contract with Par Real Estate, LLC

Vickerman has contacted the City about purchasing three lots next to their current building in the Industrial Park. With each project in the Industrial Park, there was a Tax Increment Financing established and Vickerman is requesting TIF as well. The City will capture the school and county portion of taxes during the timeframe established. By doing it this way, the City is able to sell the property at a lower rate and still break even.

4. Public Hearing

4.1 Conveyance of Land and Business Subsidy to and for Par Real Estate, LLC

Mike Yeager from Yeager Machine was asking why the amount that the City is selling the property for is less than when he purchased land from the City 10 years ago. Nick Anhut from Ehlers noted that there are many factors that are taken into account when calculating a purchase price: property value at the time, what type of building is being built, how much money the City had put into the property.

*Motion:* DS/CS to close the public hearing. Vote 4- 0. Motion carried.

5. Resolution No. 1804, Resolution No. 1804, Adopting a Modification to the Redevelopment Plan for the Tacoma West Industrial Park Redevelopment Project, Establishing Tax Increment Financing District No. 3-6

*Motion:* DS/MM to approve Resolution 1804, a resolution Adopting a Modification to the Redevelopment Plan for the Tacoma West Industrial Park Redevelopment Project, Establishing Tax Increment Financing District No. 3-6  
Vote 4- 0. Motion carried.

6. Resolution No. 1805, Approving a Purchase and Redevelopment Contract with Par Real Estate, LLC including the Conveyance of Land and a Business Subsidy Agreement

*Motion:* MM/DS to adopt Resolution 1805 Approving a Purchase and Redevelopment Contract with Par Real Estate, LLC including the Conveyance of Land and a Business Subsidy Agreement. Vote 4 – 0. Motion carried.

7. Resolution No. 1806, Authorizing Interfund Loan for Advance of Certain Costs in Connection with Tax Increment Financing District No. 3-6

**Motion:** DS/MM to approve Resolution 1806 a resolution Authorizing Interfund Loan for Advance of Certain Costs in Connection with Tax Increment Financing District No. 3-6. Vote 4- 0. Motion carried.

8. Adjournment

**Motion:** DS/MM to adjourn at 7:28pm. Vote 4- 0. Motion carried.

Respectfully Submitted:

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Kelly Hayes, City Clerk / Treasurer

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Carol Lagergren, President



Attendees: Carol Lagergren, Dick Stolz, Mike McPadden, Craig Heher, Charlie Storms  
City Staff: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes, Fire Chief Steve ZumBerge, Firefighter Officer Steve Noll  
Others: Pete Vickerman, Jeff Hebeisen

## **ECONOMIC DEVELOPMENT AUTHORITY**

1. Call Meeting of Economic Development Authority to Order
  - 1.1 Pledge of AllegianceMeeting was called to order by President Carol Lagergren at 6:00pm.

2. Approve Agenda  
Change: switch items 3 and 4.

**Motion:** CS/MM to approve the agenda with the change. Vote 5 – 0. Motion carried.

3. Right of Entry Agreement – Par Real Estate, LLC

**Motion:** DS/MM to approve the Right of Entry Agreement with Par Real Estate, LLC. Vote 5 – 0. Motion carried.

4. Resolution No. 1807, A Resolution Approving Par Real Estate, LLC Variance Requests to the Tacoma West Industrial Park Covenants

**Motion:** CS/CH to approve Resolution No. 1807, A Resolution Approving Par Real Estate, LLC Variance Requests to the Tacoma West Industrial Park Covenants. Vote 5 – 0. Motion carried.

**Motion:** MM/DS to adjourn at 6:14pm. Vote 5 – 0. Motion carried.

Respectfully Submitted,

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Carol Lagergren, President

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Kelly Hayes, City Clerk / Treasurer



**CITY COUNCIL MINUTES**  
March 12, 2018 – 6:00 p.m.  
City Council Meeting

Attendees: Carol Lagergren, Dick Stolz, Mike McPadden, Craig Heher, Charlie Storms  
City Staff: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes, Fire Chief Steve ZumBerge, Firefighter Officer Steve Noll  
Others: Pete Vickerman, Jeff Hebeisen

1. Call Meeting of City Council to Order
  - 1.1 Pledge of AllegianceMeeting was called to order by Mayor Lagergren at 6:14pm.
2. Approve Agenda
  - Change: Remove item 7.7**Motion:** CH/MM to approve the agenda as amended. Vote 5 – 0. Motion carried.
3. Introductions, Presentations, Proclamations, Awards, and Public Comment - none
4. Consent Agenda
  - 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 – Paul Hallquist**Motion:** CS/CH to approve the consent agenda. Vote 5 – 0. Motion carried.
5. Public Hearings - none
6. Old Business
  - 6.1 U.S. Highway 212 Underpass Project Update  
Kevin Juille from SRF gave an update on the underpass plans. There have not been any changes or issues. SRF is working with MNDot on the Highway 212 project. Soil borings were taken last week.
  - 6.2 U.S. Highway 212 / Tacoma Avenue Intersection – MnDOT Update  
Jon Solberg, MNDot, gave recommendation for the intersection of Tacoma and Highway 212 to make it safer. Trees that are in the right-of-way (that are in the site line) can be removed and also cleaning up the signage and possibly changing the median.
7. New Business
  - 7.1 MN DNR - National Defense Fire Fighter Program Agreement  
Fire Chief Steve ZumBerge stated that the Fire Department Relief association recently approved to purchase a used 2001 grass/brush truck from the MN DNR for \$11,000.  
**Motion:** DS/CS to approve the Department of Defense Agreement to purchase the 2001 grass/brush truck and to declare the current machine, Grass 21, as surplus equipment and to accept sealed bids for selling it. Vote 5 – 0. Motion carried.
  - 7.2 Fire Department Constitution and By-Laws Amendment  
Firefighter Officer Steve Noll noted a few minor changes to the NYA FD Constitution and By-Laws Amendment.  
**Motion:** MM/CH to approve the Fire Department Constitution and By-Laws. Vote 5 – 0. Motion carried.
  - 7.3 Sexual Offenders and Sexual Predators Sample Ordinance  
City Attorney Jay Squires presented sample ordinances for Sexual Offenders and Predators within city limits. The council discussed having prohibited areas that are a certain distance from schools, parks, daycare facilities, library, etc – locations where children often congregate. The council requested information on the school bus stops for the next council meeting.  
**Motion:** CH/CS to schedule a public hearing at 6:00pm on April 9 for the purpose of considering an amendment to the City Code to establish an ordinance pertaining to sexual offenders and sexual predators. Vote 5 – 0. Motion carried.
  - 7.4 Administrative Enforcement Draft Ordinance  
City Attorney Jay Squires presented a sample ordinance of an Administrative Draft Ordinance.  
**Motion:** DS/CS to schedule a public hearing for 6:10pm April 9, 2018 for the purpose of considering an amendment to the City Code to establish an ordinance pertaining to Administrative Enforcement. Vote 5 – 0. Motion carried.

7.5 LMCIT Property and Liability Insurance Renewal Report

Jeff Hebeisen from Citizens Insurance reported on the property and liability insurance renewal. He is currently working with City Staff to review each item listed on the renewal to confirm that all of the equipment and all of the properties are in the policy.

7.6 Resolution 2018-16, Resolution approving Vickerman Company Request for Variance from Tacoma West Industrial Park Covenants

**Motion:** DS/CH to approve Resolution 2018-16, a resolution approving Vickerman Company Request for Variance from Tacoma West Industrial Park Covenants. Vote 5 - 0. Motion carried.

~~7.7 Oak Grove 2018 Lawn Maintenance~~

8. Council Member & Mayor Reports - there were no meetings to report on.

**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.

9. Adjournment

**Motion:** MM/CS to adjourn at 7:45pm. Vote 5 - 0. Motion carried.

Respectfully Submitted,

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Carol Lagergren, Mayor

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Kelly Hayes, City Clerk / Treasurer

**CITY OF NORWOOD YOUNG AMERICA**

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

**To Be Approved: March 26, 2018**

**Pre-Paid Claims** **\$14,881.85**  
(Check Sequence #504704-504718; 27899-27901)

**Claims Pending Payment** **\$91,873.44**  
(Check Sequence #27902-27944)

**Grand Total** **\$106,755.29**

PAYROLL March 22, 2018

CHECK#	EMPLOYEE	GROSS
504704	ARETZ, BRENT R	\$2,521.60
504705	BIPES, DEBORAH	\$190.10
504706	CANO, JOEY M	\$1,355.12
504707	FRATUS, DOMINIC	\$340.34
504708	HAAG, HERMAN	\$182.13
504709	HAYES, KELLY	\$2,340.01
504710	HELGET, STEVE	\$3,644.00
504711	Hormann, Duane	\$226.35
504712	J AUS, RODNEY D	\$1,543.20
504713	LENZ, DEBRA A	\$1,924.80
504714	MENZEL, ALICIA	\$1,702.40
504715	SCHNEEDWIND, BRIAN O	\$1,620.00
504716	STENDER, DANIEL H	\$2,168.80
504717	VOIGT, ANTHONY	\$2,482.25
504718	Kleinbank - Net	<u>\$14,881.85</u>
	Gross	\$22,241.10

CITY OF NORWOOD YOUNG AMERICA

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FEBRUARY 2018 to MARCH 2018

Name	Check Date	Check Amt	
<b>10100 CHECKING</b>			
Paid Chk# 027899 Voided	3/21/2018	\$0.00	Check AddUnused
Paid Chk# 027900 Voided	3/21/2018	\$0.00	Check AddUnused
Paid Chk# 027901 Voided	3/21/2018	\$0.00	Check AddUnused
	<b>Total Checks</b>	<b>\$0.00</b>	

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MARCH 2018

		Check Amt	Invoice	Comment
<b>10100 CHECKING</b>				
Paid Chk#	027902	3/26/2018	<b>A &amp; K REPAIR</b>	
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$98.90	45074
<b>Total A &amp; K REPAIR</b>			\$98.90	
Paid Chk#	027903	3/26/2018	<b>A-1 ELECTRIC SERV OF WACONIA</b>	
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$1,234.44	20720 WASTEWATER PLANT
<b>Total A-1 ELECTRIC SERV OF WACONIA</b>			\$1,234.44	
Paid Chk#	027904	3/26/2018	<b>ATLAS OUTFITTERS</b>	
E	101-42200-240	Small Tools and Minor Equip	\$689.75	13245 ICE PICKS, VICTIM SLING
<b>Total ATLAS OUTFITTERS</b>			\$689.75	
Paid Chk#	027905	3/26/2018	<b>CARDMEMBER SERVICE</b>	
E	101-42200-433	Dues and Subscriptions	\$130.00	
E	101-42200-207	Training Instructional	\$500.00	
E	101-49860-207	Training Instructional	\$829.50	
E	101-43100-221	Repair/Maintenance Equipment	\$115.80	
E	101-43100-210	Operating Supplies	\$53.99	
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$54.57	
E	101-41400-200	Office Supplies	\$69.87	
E	101-43100-212	Motor Fuels	\$93.73	
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$543.43	
<b>Total CARDMEMBER SERVICE</b>			\$2,390.89	
Paid Chk#	027906	3/26/2018	<b>CARVERLINK-CARVER CO BROADBAND</b>	
E	101-41940-321	Telephone	\$142.85	
E	601-49400-321	Telephone	\$77.13	
E	602-49450-321	Telephone	\$77.13	
E	101-42200-321	Telephone	\$254.07	
E	101-43100-321	Telephone	\$48.57	
E	101-45200-321	Telephone	\$48.57	
E	101-41940-321	Telephone	\$147.14	
E	101-41300-321	Telephone	\$121.23	
E	101-41320-321	Telephone	\$121.23	
E	101-41400-321	Telephone	\$145.47	
E	101-46500-321	Telephone	\$48.49	
E	101-42100-321	Telephone	\$24.25	
E	101-45500-321	Telephone	\$24.25	
<b>Total CARVERLINK-CARVER CO BROADBAND</b>			\$1,280.38	
Paid Chk#	027907	3/26/2018	<b>CENTER POINT</b>	
E	101-45500-383	Gas Utilities	\$237.15	314 ELM
E	601-49400-383	Gas Utilities	\$360.58	104 3RD
E	101-41940-383	Gas Utilities	\$400.79	310 ELM
E	602-49450-383	Gas Utilities	\$20.18	406 2ND
E	101-41940-383	Gas Utilities	\$80.00	318 ELM
E	602-49450-383	Gas Utilities	\$18.23	640 TACOMA

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MARCH 2018

			Check Amt	Invoice	Comment
<b>Total CENTER POINT</b>			\$1,116.93		
Paid Chk#	027908	3/26/2018	<b>CITIZEN STATE BANK HSA ACCTS</b>		
G 101-21718	HSA ACCOUNT		\$333.33		ARETZ
G 101-21718	HSA ACCOUNT		\$333.33		MENZEL
G 101-21718	HSA ACCOUNT		\$166.67		LENZ
<b>Total CITIZEN STATE BANK HSA ACCTS</b>			\$833.33		
Paid Chk#	027909	3/26/2018	<b>DELTA DENTAL</b>		
G 101-21714	Dental Insurance		\$1,020.75		
<b>Total DELTA DENTAL</b>			\$1,020.75		
Paid Chk#	027910	3/26/2018	<b>DVS RENEWAL</b>		
E 101-43100-406	LICENSES		\$16.00		HOTMIX
E 101-43100-406	LICENSES		\$16.00		T6
E 101-43100-406	LICENSES		\$16.00		P3
E 101-43100-406	LICENSES		\$16.00		T5
E 101-43100-406	LICENSES		\$16.00		T3
E 101-43100-406	LICENSES		\$16.00		T2
E 101-43100-406	LICENSES		\$16.00		T7
E 101-43100-406	LICENSES		\$16.00		P2
E 101-43100-406	LICENSES		\$38.00		HOMEMADE TRAILER
E 101-43100-406	LICENSES		\$16.00		P4
E 101-49800-330	Transportation Expense		\$16.00		BUS 1
E 101-49800-330	Transportation Expense		\$131.00		BUS 2
E 101-42200-430	Miscellaneous		\$16.00		SMOKEHOUSE
E 601-49400-406	LICENSES		\$14.00		PORTABLE GENERATOR
E 601-49400-406	LICENSES		\$16.00		W1
E 602-49450-406	LICENSES		\$16.00		JETTER
E 602-49450-406	LICENSES		\$16.00		W2
<b>Total DVS RENEWAL</b>			\$407.00		
Paid Chk#	027911	3/26/2018	<b>EHLERS AND ASSOCIATES, INC</b>		
E 431-41960-300	Professional Srvs		\$4,500.00		
<b>Total EHLERS AND ASSOCIATES, INC</b>			\$4,500.00		
Paid Chk#	027912	3/26/2018	<b>EMERGENCY RESPONSE SOLUTIONS</b>		
E 101-42200-210	Operating Supplies		\$107.37	10592	TITLED MESH VEST
<b>Total EMERGENCY RESPONSE SOLUTIONS</b>			\$107.37		
Paid Chk#	027913	3/26/2018	<b>HACH COMPANY</b>		
E 602-49450-221	Repair/Maintenance Equipment		\$832.70	10863794	PROBE, ACCUVAC, CHLORINE
E 601-49400-216	Chemicals and Chem Products		\$128.48	10863794	PROBE, ACCUVAC, CHLORINE
<b>Total HACH COMPANY</b>			\$961.18		
Paid Chk#	027914	3/26/2018	<b>HACKBARTH, JESSE</b>		
E 101-42200-200	Office Supplies		\$94.22		BATTERY REIMBURSEMENT
<b>Total HACKBARTH, JESSE</b>			\$94.22		

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			Check Amt	Invoice	Comment
Paid Chk#	027915	3/26/2018	<b>HEALTH PARTNERS</b>		
G 101-21706	Hospitalization/Medical Ins.		\$8,622.29		
	<b>Total HEALTH PARTNERS</b>		\$8,622.29		
Paid Chk#	027916	3/26/2018	<b>JERRY S TRANSMISSION SERVICE</b>		
E 101-42200-221	Repair/Maintenance Equipment		\$1,467.14	0030218	MINI PUMPER
	<b>Total JERRY S TRANSMISSION SERVICE</b>		\$1,467.14		
Paid Chk#	027917	3/26/2018	<b>KENNEDY &amp; GRAVEN CHTD</b>		
E 431-49304-304	Legal Fees		\$4,672.00		
	<b>Total KENNEDY &amp; GRAVEN CHTD</b>		\$4,672.00		
Paid Chk#	027918	3/26/2018	<b>KLEINBANK HSA ACCOUNTS</b>		
G 101-21718	HSA ACCOUNT		\$166.67		SCHNEEWIND
G 101-21718	HSA ACCOUNT		\$543.33		HELGET
G 101-21718	HSA ACCOUNT		\$583.33		STENDER
	<b>Total KLEINBANK HSA ACCOUNTS</b>		\$1,293.33		
Paid Chk#	027919	3/26/2018	<b>LANO EQUIPMENT</b>		
E 101-43100-221	Repair/Maintenance Equipment		\$326.58	20054	TIRES FOR UTV
E 101-43100-221	Repair/Maintenance Equipment		\$25.90	20395	FLUID
	<b>Total LANO EQUIPMENT</b>		\$352.48		
Paid Chk#	027920	3/26/2018	<b>LENZ, DEBRA</b>		
E 101-41400-331	Travel/Meeting Expense		\$85.29		
	<b>Total LENZ, DEBRA</b>		\$85.29		
Paid Chk#	027921	3/26/2018	<b>LOFFLER COMPANIES, INC.</b>		
E 101-41400-437	Maintenance Contract		\$122.20	2754057	COPIES
	<b>Total LOFFLER COMPANIES, INC.</b>		\$122.20		
Paid Chk#	027922	3/26/2018	<b>MARSHALL-BOND PUMPS, INC</b>		
E 802-49450-223	Repair/Maintenance Bldg/Ground		\$5,863.84	38718.0	
	<b>Total MARSHALL-BOND PUMPS, INC</b>		\$5,863.84		
Paid Chk#	027923	3/26/2018	<b>METRO WEST INSPECTION SERVICES</b>		
E 101-42400-312	Building Inspection Fee		\$5,438.37	1426	BLDG PERMITS
	<b>Total METRO WEST INSPECTION SERVICES</b>		\$5,438.37		
Paid Chk#	027924	3/26/2018	<b>MID COUNTRY BANK</b>		
G 101-21718	HSA ACCOUNT		\$453.33		
	<b>Total MID COUNTRY BANK</b>		\$453.33		
Paid Chk#	027925	3/26/2018	<b>MINI BIFF</b>		
E 101-45200-418	Other Rentals (Biffs)		\$214.23	A-94150	ICE RINK
	<b>Total MINI BIFF</b>		\$214.23		
Paid Chk#	027926	3/26/2018	<b>MINNESOTA VALLEY TESTING LAB</b>		
E 801-49400-216	Chemicals and Chem Products		\$93.00	908350	COLIFORM

CITY OF NORWOOD YOUNG AMERICA

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MARCH 2018

			Check Amt	Invoice	Comment
<b>Total MINNESOTA VALLEY TESTING LAB</b>			\$93.00		
Paid Chk#	027927	3/26/2018	<b>MN DEPT OF LABOR &amp; INDUSTRY</b>		
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$100.00	ALR00819431	FOOD SHELF ELEVATOR
<b>Total MN DEPT OF LABOR &amp; INDUSTRY</b>			\$100.00		
Paid Chk#	027928	3/26/2018	<b>MN STATE FIRE DEPT ASSOCIATION</b>		
E	101-42200-433	Dues and Subscriptions	\$450.00		2018 MEMBERSHIP
<b>Total MN STATE FIRE DEPT ASSOCIATION</b>			\$450.00		
Paid Chk#	027929	3/26/2018	<b>MUNICIPAL DEVELOPMENT GROUP</b>		
E	101-46500-310	Other Professional Services	\$2,332.45	NYA030518	EDC SERVICES
<b>Total MUNICIPAL DEVELOPMENT GROUP</b>			\$2,332.45		
Paid Chk#	027930	3/26/2018	<b>NELSON ELECTRIC MOTOR REPAIR I</b>		
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$806.00		LIFT PUMP
<b>Total NELSON ELECTRIC MOTOR REPAIR I</b>			\$806.00		
Paid Chk#	027931	3/26/2018	<b>NORWOOD ELECTRIC INC</b>		
E	602-49450-221	Repair/Maintenance Equipment	\$235.16	15655	LIGHT FIXTURE SOCKET
<b>Total NORWOOD ELECTRIC INC</b>			\$235.16		
Paid Chk#	027932	3/26/2018	<b>PRO AUTO &amp; TRANSMISSION REPAIR</b>		
E	101-43100-221	Repair/Maintenance Equipment	\$586.68	0059287	BOOM TRUCK
<b>Total PRO AUTO &amp; TRANSMISSION REPAIR</b>			\$586.68		
Paid Chk#	027933	3/26/2018	<b>QUILL CORPORATION</b>		
E	101-41400-200	Office Supplies	\$112.45	5453504	FILE FOLDER
<b>Total QUILL CORPORATION</b>			\$112.45		
Paid Chk#	027934	3/26/2018	<b>RUPP, ANDERSON, SQUIRES, PA</b>		
E	101-41500-304	Legal Fees	\$429.00		SW PAVING
E	101-41500-304	Legal Fees	\$990.00		ADMIN CODE
E	101-41500-304	Legal Fees	\$551.60		MISC ATTY
G	812-22100	Escrow Collected	\$235.00		VICKERMAN
<b>Total RUPP, ANDERSON, SQUIRES, PA</b>			\$2,205.60		
Paid Chk#	027935	3/26/2018	<b>SANTANDER</b>		
E	275-42200-542	FD Equipment	\$24,967.01	3113936	SCBA PAYMENT
<b>Total SANTANDER</b>			\$24,967.01		
Paid Chk#	027936	3/26/2018	<b>STATE BANK OF HAMBURG</b>		
G	101-21718	HSA ACCOUNT	\$453.33		
<b>Total STATE BANK OF HAMBURG</b>			\$453.33		
Paid Chk#	027937	3/26/2018	<b>SUN LIFE ASSURANCE COMPANY</b>		
G	101-21707	Disability Insurance	\$326.29		
<b>Total SUN LIFE ASSURANCE COMPANY</b>			\$326.29		

CITY OF NORWOOD YOUNG AMERICA

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MARCH 2018

			Check Amt	Invoice	Comment
Paid Chk#	027938	3/26/2018	UNUM LIFE INSURANCE CO		
G 101-21715	Life Ins		\$50.50	0421562-001 7	AD&D
G 101-21715	Life Ins		\$61.46	0421563-001 4	LIFE
<b>Total UNUM LIFE INSURANCE CO</b>			\$111.96		
Paid Chk#	027939	3/26/2018	UTILITY CONSULTANTS		
E 602-49450-217	Lab Fees		\$681.65	97744	CBOD, TSS TESTING
<b>Total UTILITY CONSULTANTS</b>			\$681.65		
Paid Chk#	027940	3/26/2018	VERIZON WIRELESS		
E 101-43100-321	Telephone		\$168.97		
E 101-45200-321	Telephone		\$72.41		
E 601-49400-321	Telephone		\$120.80		
E 602-49450-321	Telephone		\$120.80		
<b>Total VERIZON WIRELESS</b>			\$482.98		
Paid Chk#	027941	3/26/2018	VOIGT, TONY		
E 601-49400-331	Travel/Meeting Expense		\$225.35		
E 602-49450-331	Travel/Meeting Expense		\$225.35		
<b>Total VOIGT, TONY</b>			\$450.70		
Paid Chk#	027942	3/26/2018	XCEL ENERGY		
E 601-49400-381	Electric Utilities		\$2,339.04		104 3RD AVE SE
E 101-45200-381	Electric Utilities		\$26.14		710 RR ST
E 101-41940-381	Electric Utilities		\$1,360.50		
E 101-42200-381	Electric Utilities		\$319.32		
E 101-42500-381	Electric Utilities		\$12.40		
E 101-43100-380	Street Lighting		\$3,332.24		
E 101-43100-381	Electric Utilities		\$566.48		
E 101-45200-381	Electric Utilities		\$656.80		
E 101-45500-381	Electric Utilities		\$858.61		
E 601-49400-381	Electric Utilities		\$543.05		
E 602-49450-381	Electric Utilities		\$3,363.82		
E 101-49860-381	Electric Utilities		\$359.95		
<b>Total XCEL ENERGY</b>			\$13,738.35		
Paid Chk#	027943	3/26/2018	XTREME ELECTRICAL		
E 101-42200-223	Repair/Maintenance Bldg/Ground		\$161.95		FD REIMBURSMENT
<b>Total XTREME ELECTRICAL</b>			\$161.95		
Paid Chk#	027944	3/26/2018	ZOLL MEDICAL CORPORATION		
E 101-42200-210	Operating Supplies		\$258.24	2650103	ELECTRODE PADZ
<b>Total ZOLL MEDICAL CORPORATION</b>			\$258.24		
<b>10100 CHECKING</b>			\$91,873.44		

CITY OF NORWOOD YOUNG AMERICA

03/21/18 11:25 AM

Page 6

**\*Check Detail Register©**

MARCH 2018

Check Amt Invoice Comment

Fund Summary

**10100 CHECKING**

101 GENERAL FUND	\$39,917.23		
275 CAPITAL	\$24,967.01		
431 TIF District 3-6	\$9,172.00		
601 WATER FUND	\$3,917.43		
602 SEWER FUND	\$13,664.77		
812 Vickerman - 2018 Expansion	\$235.00		
	<hr/>		
	\$91,873.44		



TO: Mayor Lagergren and City Council Members  
FROM: Kelly Hayes, City Clerk / Treasurer  
DATE: March 26, 2018  
RE: Public Service Technician – Hiring of Paul Dhoore

---

Public Services Technician Chris Niesen resigned on January 12, 2018. The City Council approved to post the position. Applications were accepted top candidates were interviewed by the Personnel Committee, along with Tony Voigt and Doug Kammerer. The Committee recommends hiring Paul Dhoore at a Pay Grade 11, Step 6.

Paul has worked in the field for the past 7+ years and he holds a Class C Water and Class C Wastewater license. Paul noted that he will be able to take his Class B license exams sometime this year. A background check has been performed and there were no issues.

**Suggested Motion:**

**Approve hiring Paul Dhoore as a Public Services Technician 3 at a Pay Grade 11, Step 6.**



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: March 26, 2018

RE: EDC Resignation

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Theresa Meis has requested to resign from the EDC due to other commitments that she has. She has been on the commission since June 2017. We thank Theresa for her service to the City of Norwood Young America.

**Suggested Motion:**

**Approving the resignation of Theresa Meis from the EDC effective 4/30/2018.**

**AND**

**Posting an opening on the EDC.**



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: March 26, 2018

RE: Tree City USA

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Amber Orr, a Central student and resident of Norwood Young America, has been working on a project regarding trees within the community. Amber will be giving a presentation on her findings and also what the tree program would entail.



TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: March 26, 2018  
SUBJECT: Advanced Electrical Services – Water & Sanitary Sewer Extension

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The City has been approached by the owners of Advanced Electrical Services who have a purchase agreement on the property located at the southeast corner of the intersection of U.S. Highway 212 and Tacoma Avenue. The parcel in question is currently located in Young America Township. Advanced Electrical Services desires to construct a 50' x 150' sq. ft. building on the parcel in question.

According to Carver County, Advanced Electrical Services' use of the property would not be allowed without the establishment of a homesteaded residence and occupied as the principal use prior to the construction and operation of a business. In addition, a CUP would have to be issued for a "Contractor's Yard". Among some of the specific conditions would include that the business be located at least 500 feet from neighboring residential parcels, and it can't be located within a Shoreland Overlay District. Advanced Electrical Services could apply for variances but these appear to be major hurdles to operating their business at this location within the Township.

In respect to the City's 2008 Comprehensive Plan Future Land Use map, the parcel in question is identified or planned for Industrial use. Advanced Electrical Services' proposed use would be an acceptable use of this property and therefore eligible for annexation consideration.

If annexed, Advanced Electrical Services has expressed an interest in connecting to City water and sanitary sewer. Jake Saulsbury, Bolton & Menk, was unable to attend the City Council meeting but offers the following notes about the existing water and sanitary sewer services and the extensions of such to the property in question.

Sanitary Sewer Service:

1. There is an existing 10" sewer line located on the property immediately south of the subject property that has been stubbed out to the east side of Tacoma Avenue. An easement and/or agreement would be needed from this neighboring property owner for any sewer construction work.

2. To connect to this sewer line the railroad tracks would need to be crossed. They will require a trenchless installation of a steel casing. One of these completed in a neighboring community a few years ago cost approximately \$30,000 for a 50-foot casing pipe.
3. Additional costs for sewer include the mainline pipe and a manhole at each end of the casing pipe. These items would cost approximately an additional \$20,000.
4. In order to reduce bidding/construction costs, a soil boring is recommended to be taken near the casing location.
5. The City would also need to enter into a pipeline license / crossing agreement with the railroad which will contain some strict provisions. This license / agreement will add costs due to the high insurance requirements and should involve the City Attorney.
6. If the railroad crossing were desired to be avoided, there is a sanitary sewer manhole a few hundred feet to the west on Railroad Street. I assume this would only be feasible to connect to if a grinder station was installed on the subject property and then a small diameter forcemain line was directionally drilled from the site to this manhole.

Water Service:

7. There is a 10" watermain on the west side of Tacoma Avenue that is parallel with the property in question. This watermain should be extended across the road to the east.
8. The Fire Chief should comment on the need for a hydrant on the east side of Tacoma Avenue.
9. I didn't price this out, but my speculation for an 8" waterline, 6" hydrant, and street patch would be in the neighborhood of \$30,000.

Other Considerations:

10. The rough costs above do not include service lines from the southwest corner of the subject property to the building as I do not know the location of the proposed building or the desired service line sizes/types.
11. I am out of the loop on the Comp Plan planning area. This should be reviewed to see what the ultimate service area to the east of the subject property looks like to confirm whether planning for future utility extensions is warranted.
12. Consideration should be given to securing an easement along the south side of the subject property for future extension of the utilities.
13. Typically the City would pay oversizing for the utilities, assuming a larger size is installed now for future system expansion.
14. The area to the north of Highway 212 was ultimately planned to be pumped by a new lift station to this same sanitary sewer line. However, I assume adding a forcemain crossing is beyond the scope of work needed at this time.
15. Cost summary: The above rough costs for utilities totals \$80,000 but additional information on layout/scope/etc. are needed to include additional costs for borings, easements, permits, RR coordination, etc.

In respect to the current Orderly Annexation Agreement with Young America Township, it does not state that annexed properties must connect to City water and sewer. If annexed, the City could allow Advanced Electrical Services to install their own well and septic system. However, City Code does state that if sanitary sewer is available that the owner(s) shall connect upon notice from the City.

#### Water and Sanitary Sewer Extension Options

1. The City Council could elect not to require the connection to City water and sanitary sewer.
2. The City Council could require connection to one or both water and sanitary sewer as follows:
  - a) The City would pay 100% of the cost of extending water and/or sewer to the property.
  - b) The City would require Advanced Electrical Services to pay 100% of the cost of extending water and/or sewer to the property.
  - c) The City and Advanced Electrical Services could share in the cost of extending water and/or sewer to the property.

#### Other Considerations

1. Public financing could be considered to pay for the cost of extending both water and sewer. Tax Abatement might be an option but would require both County and School District approval. I would consider this not a strong option.
2. Advanced Electrical Services currently has 7 employees and looking to add more.
3. The preliminary plans for the U.S. Highway 212 expansion to 4-lanes, extends into the subject property and may limit its development opportunities.
4. The City did require the properties located in The Preserve and Meadows to pay for the cost of extending water and sewer to those developments but the costs were borne by many more property owners.

#### **Possible Motion:**

**In respect to the extension of water and sanitary sewer and who pays for the cost of such, no motion would be appropriate at this time as Advanced Electrical Services does not own the property and it's not located in the city limits; but a general consensus of the City Council would be needed so Advanced Electrical Services can determine whether or not to pursue annexation.**



Carver County GIS 2016. Photo: www.fishbase.org

This map was created using Carver County's Geographic Information Systems (GIS). It is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

2016.04.16



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

From: Cynthia Smith Strack, Consulting Planner

Date: March 26, 2018

Re: Ordinance Amending Chapter 12 of the City Code by Amending Sections 1210.06, Subd. 3(B)(2) and 1230.03, Subd. 4(D), and by Adding Section 1270 Pertaining to Towers and Antennae

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### BACKGROUND

The Planning Commission has been discussing code standards pertaining to towers and antennae. The discussion was prompted by an inquiry regarding the location of telecommunications towers as a principal use of industrial zoned property adjacent to Highway 212.

The PC found existing standards were problematic in that:

- If taken literally any antennas, satellite dishes, communication or radio towers in the TA or I-2 districts require issuance of a CUP. There is no distinction between personal antennae or satellite dishes and those operated for mass communication purposes.
- There is no allowance for amateur radio towers in residential areas, a fact inconsistent with federal regulations.

The Commission studied the issue and developed proposed language. The proposed Ordinance removes standards contained in Sections 1210.06, Subd. 3(B)(2) pertaining to conditional use standards for all antennae and towers and an allowance for towers as a conditional use in the Transitional Ag District. The proposed Ordinance creates a new, stand-alone section within the code pertaining specifically to towers and antennae. Following is an overview of proposed standards:

(1) A statement of purpose and intent.

(2) Definitions.

(3) Exempt activities, including but not limited to, (a) household antenna and satellite dishes, (b) adjustment, repair, or replacement of existing antenna or antenna elements, (c) placement of additional antenna on existing towers provided the overall height of the structure was not increased, (d) antenna and structures used by the City for public purposes, (e) antenna on water towers or the sides of roof of existing structures, (f) emergency repairs, (g) transmitters needed for emergency operations.

(4) Where telecommunications facilities could be placed: (a) Towers over 20 feet in height supporting amateur radio operations would be allowed in side or rear yards in residential districts under CUP. (b) Towers, antenna, and support facilities would be allowed in industrial districts under CUP and provided they industrial parcel did not abut Highway 212.

(5) Performance standards: (a) Maximum height varied by nature of use. Towers, antenna, and related equipment attached to existing structures not to exceed 20 feet in height. Towers supporting amateur radio operations are not to exceed seventy feet in height. All other towers not to exceed 175 feet in height. (b) Setbacks: If attached to an existing structure setback equal to that portion of the tower height above secure attachment. If freestanding, equal to the height of the tower plus ten feet, except if located next to a residential zone, then height of the tower plus 100 feet. (c) Colocation is required. (d) Several design standards for structures and towers were reviewed.

(6) Miscellaneous standards relating to abandoned towers, interference, and radiation.

The Commission notes existing towers located near Young America and Braunschweig Lakes are currently legal non-conforming uses in the R-2 District and will continue at that status.

The PC held a public hearing on the draft ordinance on January 4<sup>th</sup>. The Planning Commission unanimously approved a motion recommending the Council approve the draft language.

#### **ACTION**

Consideration of the attached Ordinance. If approved, authorization of summary publication.

#### **ATTACHMENTS**

- Draft Ordinance
- Summary publication
- Excerpt of Planning Commission minutes

## 6. Public Hearings.

Ordinance Amending Chapter 12 of the City Code by Amending Sections 1210.06, Subd. 3(B)(2) and 1230.03, Subd. 4(D), and by Adding Section 1270 Pertaining to Towers and Antennae.

Chairperson Heher introduced the agenda topic and explained the public hearing process. Heher opened the public hearing at 6:11 p.m.

Strack noted the Planning Commission reviewed draft tower and antenna standards at several previous meetings. The Commission called for a public hearing at the December meeting. The proposed tower and antennae standards include:

(1) A statement of purpose and intent.

(2) Definitions.

(3) Exempt activities, including but not limited to, (a) household antenna and satellite dishes, (b) adjustment, repair, or replacement of existing antenna or antenna elements, (c) placement of additional antenna on existing towers provided the overall height of the structure was not increased, (d) antenna and structures used by the City for public purposes, (e) antenna on water towers or the sides of roof of existing structures, (f) emergency repairs, and (g) transmitters needed for emergency operations.

(4) Where telecommunications facilities could be placed: (a) Towers over 20 feet in height supporting amateur radio operations would be allowed in side or rear yards in residential districts under CUP. (b) Towers, antenna, and support facilities would be allowed in industrial districts under CUP and provided they industrial parcel did not abut Highway 212.

(5) Performance standards: (a) Maximum height vary by nature of use. Towers, antenna, and related equipment attached to existing structures not to exceed 20 feet in height. Towers supporting amateur radio operations are not to exceed seventy feet in height. All other towers not to exceed 175 feet in height. (b) Setbacks: If attached to an existing structure setback equal to that portion of the tower height above secure attachment. If freestanding, equal to the height of the tower plus ten feet, except if located next to a residential zone, then height of the tower plus 100 feet. (c) Colocation is required. (d) Several design standards for structures and towers were reviewed.

(6) Miscellaneous standards relating to abandoned towers, interference, and radiation.

Motion – Lagergren to close the public hearing. Second by Grundahl. With all in favor the hearing was closed at 6:17 p.m.

## 7. Old Business.

Ordinance Amending Chapter 12 of the City Code by Amending Sections 1210.06, Subd. 3(B)(2) and 1230.03, Subd. 4(D), and by Adding Section 1270 Pertaining to Towers and Antennae.

Heher introduced the agenda item.

Strack noted the Planning Commission initiated review of tower and antenna standards after noting a discrepancy in the existing code which, if interpreted literally, would appear to require conditional use permits for every tower and antenna in the community regardless of size, location, or zoning classification.

Strack noted at this time towers are conditional uses in the transitional agricultural district and the industrial districts. She noted the proposed ordinance also allows for amateur radio towers as required under FCC rules.

Grundahl inquired as to how the tower ordinance proposed related to previous discussion regarding small cellular wireless technology. Strack noted "Gen 5" wireless relied less on large tower structures in favor of smaller devices located in close proximity to one another. Small cell wireless antenna were typically placed on power poles and occasionally stop lights and similar apparatus. She noted the City of Norwood Young America did not run its own electric utility which means wireless carriers will most likely need to work with Xcel Energy to locate antenna on existing poles. In the event backhaul facilities or new self-serving poles were envisions a permit under the City's existing right-of-way ordinance would be required.

Lagergren clarified where future towers in the industrial district could be located. Strack noted towers could not be placed on industrial lots abutting Highway 212. They could be located in the vicinity of the Tacoma West industrial area.

Helget expressed concern with the allowable height of a tower affixed to a roof. The Commission considered Helget's concern and reached consensus to amend the draft language as suggested by Eggers. Eggers's suggestion was to limit the maximum height of a tower affixed to a structure to ten (10) feet above the highest point of the roof.

Motion – Lagergren to recommend approval of the proposed Ordinance with the correction regarding maximum height of a roof antenna. Second by Eggers. With all in favor the motion was approved.

**CITY OF NORWOOD YOUNG AMERICA  
ORDINANCE NO. 298**

**AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE BY  
AMENDING SECTIONS 1210.06, SUBD 3(B)(2) AND 1230.03, SUBD  
4(D), AND BY ADDING SECTION 1270 PERTAINING TO TOWERS AND  
ANTENNAE**

- I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA HEREBY ORDAINS:
- II. SECTION 1210.06, SUBD. 3(B)(2) OF THE NORWOOD YOUNG AMERICA CITY CODE IS HEREBY AMENDED AS FOLLOWS.

2. Reserved. ~~Antennas, Satellite Dishes, Communication and Amateur Radio Towers:~~
- a. ~~In all residential districts, only one of the following are permitted per lot:~~
    - i. ~~Satellite dish~~
    - ii. ~~Amateur radio tower~~
    - iii. ~~Ground-mounted vertical antenna~~
  - b. ~~A ground-mounted satellite dish shall not exceed fifteen (15) feet in height above the ground level.~~
  - c. ~~No ground-mounted satellite dish, amateur radio tower, or ground-mounted vertical antenna shall be located within the required front yard setback or side yard setback.~~
  - d. ~~Ground-mounted satellite dish, amateur radio tower, or ground-mounted vertical antennas shall be set back from all adjoining lots a distance equivalent to the height of the dish, tower, or antenna. If a portion of the tower or antenna is collapsible or securely fastened to a building, only the portion which can fall will be used to determine the setback from the property lines. Location shall not adversely obstruct views from adjacent property.~~
  - e. ~~A building permit shall be required for the installation of any satellite dish, amateur tower, or ground-cover mounted vertical antenna. Building permit applications shall require the submission of a site plan and structural components.~~
  - f. ~~Each satellite dish, amateur radio tower, and ground-mounted vertical antenna shall be grounded to protect against natural lightning strikes and be designed and installed in conformance with the National Electrical Code.~~

III. CHAPTER 1230.03, SUBD 4(D) PERTAINING TO CONDITIONAL USES IN THE T/A TRANSITIONAL AGRICULTURAL DISTRICT SHALL BE AMENDED AS FOLLOWS:

D. Reserved. ~~Antennas, satellite dishes, communication and radio towers;~~

IV. CHAPTER 12 OF THE CITY CODE SHALL BE AMENDED BY ADDING SECTION 1270 AS ILLUSTRATED IN EXHIBIT A, ATTACHED HERETO.

V. EFFECTIVE DATE: THIS ORDINANCE IS EFFECTIVE UPON ITS ADOPTION AND PUBLICATION AS PRESCRIBED BY LAW.

Adopted by the City of Norwood Young America on the 26<sup>th</sup> day of March, 2018.

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

Attest:

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

## EXHIBIT A

### Section 1270 – Antennas and Towers

**1270.01. Purpose and Intent.** The purpose of this section is to manage the placement, construction, and modification of telecommunication towers, antennas, and related facilities in order to protect the health, safety, and welfare of the public while accommodating the communications needs of the public, residents, and businesses.

#### 1270.02 Definitions.

**Antenna:** Any device which is designed to transmit or receive any electromagnetic, microwave, radio, television, or other frequency energy waves including but not limited to directional and omni-directional antennae such as microwave dishes, satellite dishes and whip antennae.

**Antenna support structure:** A building, water tower, or other structure, other than a telecommunications tower, which can be used for location of telecommunications facilities.

**Applicant:** A person who applies for a permit to develop, construct, build modify or erect a tower or antenna under this section.

**Application:** The process by which the owner of a plot of land within the city or other person submits a request to develop, construct, build, modify or erect a tower or antenna upon that land.

**Commercial wireless telecommunication services:** Licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging and television similar services that are marketed to the general public.

**Telecommunications facilities:** Cables, wires, lines, wave guides, antennas or any other equipment or facilities associated with the transmission or reception of telecommunications located or installed on or adjacent to a tower or antenna support structure.

**Tower:** Any ground or roof mounted pole, spire, structure or combination thereof exceeding 20 feet in height including supporting lines, cables, wires, braces and masts intended primarily for the purpose of mounting an antenna or similar apparatus above grade.

**Wireless Service Provider:** A direct provider of wireless services to end users.

**1270.03 Exemptions.** The following are exempt from permit requirements contained in this Section.

- A. Household television antennas extending less than 20 feet above the highest point of the roof of a residential structure.
- B. Satellite dish receiving antennas two meters or less in diameter.
- C. Adjustment, repair, or replacement of an antenna or the elements of an antenna, provided that such work does not constitute an increase in the height of the tower structure.
- D. Placement of additional antennas on existing towers provided that such work does not constitute an increase in the height of the tower structure.
- E. Antennas and antenna support structures used by the City for City purposes.
- F. Antennas mounted on water towers or on the sides or roof of existing structures.
- G. Antennas placed in public rights-of-way which are owned and operated by a wireless service provider, providing the antenna is placed on an existing structure.
- H. Emergency or routine repairs, reconstruction, or routine maintenance of previously approved facilities, or replacement of transmitters, antennas, or other components or previously approved facilities which do not create a significant change in visual impact or an increase in radio frequency emission levels, and provided that such work does not constitute a clear safety hazard.
- I. Two-way communication transmitters used on a temporary basis by a "911" emergency services, including fire, police and emergency aid or ambulance service.

**1270.04 Prohibited Towers.** Towers, antenna, and support facilities not specifically provided for herein shall be prohibited.

**1270.04 Zoning District Standards.**

- A. Towers over twenty (20) feet in height specifically and solely designed to support amateur radio operations and antenna are allowed in the side or rear yards in residential districts provided a conditional use permit is issued.
- B. Telecommunications towers, antennas, and support facilities are allowed in industrial zoning districts provided a conditional use permit is issued and the subject parcel does not abut T.H. 212.

**1270.05 Performance and Design Standards.**

- A. Tower or Antenna Height:
  - 1. Antennas, towers, and related equipment attached to existing structures shall not be more than ten (10) feet in height above the highest point of the existing structure.
  - 2. Antennas, towers, and related equipment supporting amateur radio operations shall not exceed seventy (70) feet in height.
  - 3. All other towers shall not exceed 175 feet in height.

B. Setbacks.

1. Setback requirements for towers shall be measured from the base of the tower to the property line of the parcel on which it is located.
2. Amateur radio towers when not rigidly attached to a building shall be setback from all property lines the minimum of a distance equal to the height of the antenna and tower. Setbacks for amateur radio towers rigidly attached to a building may be reduced by an amount that is equal to the distance from the point of attachment to the ground.
3. All other towers shall have a minimum setback from any property line equal to the height of the tower plus 10 feet, except that towers located adjacent to a residential zone shall have a setback equaling the height of the tower plus 100 feet.

C. Co-location required.

1. Any proposed tower over sixty (60) feet in height shall be designed for co-location of at least one additional antenna.
2. Any proposed tower over one hundred (100) feet in height shall be designed for co-location of at least two (2) additional antennas.

D. Design Standards.

1. Towers shall be designed and certified by a licensed and qualified professional engineer to conform to the latest structural standards and all requirements of the State Building Code, the Electronics Industry Association, and the National Electric Code.
2. Towers shall be designed to ensure that visual intrusiveness and impacts on nearby properties are mitigated to the greatest extent possible.
3. Every tower affixed to the ground shall be protected to discourage climbing of the tower by unauthorized persons.
4. Towers may not be artificially lit except as required by the Federal Aviation Administration.
5. Towers not requiring Federal Aviation Administration painting or marking must have durable exterior finishes and shall be light blue, gray, or other similar color which minimizes visibility.
6. Towers shall be designed to allow for future rearrangement of equipment upon the structure, and to accept attachments mounted at varying heights.
7. The use of any portion of a tower or antenna for signs other than warning, identification, emergency contact information, or equipment information is prohibited.
8. Freestanding towers must be self-supporting without the use of wires, cables, beams, or other means. The suggested design is a monopole configuration or open framework which collapses on itself in the event of structural damage.
9. To prevent unauthorized entry, towers shall be provided with security fencing as needed or when required by the City.
10. Transmitting, receiving, and switching equipment shall be housed within an existing structure whenever possible. If a new equipment building is necessary for transmitting, receiving, and switching equipment, it shall meet setback requirement contained in the underlying zoning classification and be

designed, constructed, and screened to blend in to the surrounding environment and adjacent land uses.

11. Towers and antennas should be located in areas that provide natural or existing structural screening for off-site views of the facility when feasible. Existing on-site vegetation that provides screening shall be preserved to the extent possible. Vegetative screening at the perimeter of the tower is encouraged.

**1270.06 Abandoned or Unused Towers.** Abandoned or unused towers or antennas shall be removed within twelve (12) months of the cessation of operations at the site.

**1270.07 Interference.** No new or existing tower, antenna, or related equipment shall interfere with public safety communications. Before the introduction of a new service or a change in existing services, equipment providers shall notify the City at least ten (10) calendar days in advance of such changes and allow the City to monitor interference levels during the testing process.

**1270.08 Radiation.** Towers, antennas, and related equipment placed within the City shall be subject to State and Federal regulations, as amended. The cost of verification of compliance shall be borne by the owner and operator of the communications facilities and equipment.

**City of Norwood Young America  
Summary of Ordinance No. 298  
Amending City Code Chapter 12, Land Use**

The City of Norwood Young America has adopted Ordinance No. 298 entitled "An Ordinance Amending Chapter 12 of the City Code by Amending Sections 1210.06, Subd. 3(B)(2) and 1230.03, Subd. 4(D), and by Adding Section 1270 Pertaining to Towers and Antennae". Following is a summary of the adopted ordinance:

The Ordinance includes a statement of purpose and intent along with definitions of significant terms. The Ordinance exempts certain activities including, but not limited to, (a) household antenna and satellite dishes, (b) adjustment, repair, or replacement of existing antenna or antenna elements, (c) placement of additional antenna on existing towers provided the overall height of the structure was not increased. Towers over 20 feet in height supporting amateur radio operations are allowed in the side or rear yards in residential districts under CUP. Towers, antenna, and support facilities are allowed in industrial districts under CUP and provided they do not abut Highway 212. Performance standards are required. Maximum height varies by nature of use. Minimum setbacks are required. Colocation is required. Design standards for structures and towers were included.

**Effective Date:** This ordinance becomes effective upon its passage and publication according to law. The ordinance was adopted by the City Council on March 26, 2018.

A copy of the complete ordinance is available for review at the Norwood Young America City Offices, located at 310 Elm St W. If you have any questions, please contact the City at (952) 467-1800.



more than a place. it's home.

TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: March 26, 2018

SUBJECT: Northside Grill Liquor License Application

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Enclosed is an on-sale intoxicating liquor and on-sale Sunday liquor license applications as submitted by Sandra Harms who will be leasing the property at 105 Main Street E. which will be named Northside Grill. The application approval is contingent upon receipt of a copy of the lease agreement to operate the business at 105 Main Street, proof of liquor liability and workers' comp. insurance, and successful completion of a background investigation.

**Suggested Motion:**

**Motion to approve Northside Grill's on-sale intoxicating liquor and on-sale Sunday liquor licenses contingent upon receipt of a copy of the lease agreement to operate the business at 105 Main Street E., proof of liquor liability and workers' compensation insurance, and successful completion of Carver County Sheriff's Office background investigation.**

**LIQUOR LICENSE APPLICATION**



This application is for a liquor license from the City of Norwood Young America. This does not include any fees required by the State of Minnesota Liquor Control Board. If you have questions about completing this application, contact the City Clerk at 952/467-1807. All other inquiries and questions should be directed to the MN Alcohol and Gambling Enforcement (AGE) at 651/201-7500 or online at <https://dps.mn.gov/divisions/age>.

**ORGANIZATION/BUSINESS**

**OWNER / MANAGER**

NAME Northside Grill  
 ADDRESS 105 main st  
Young America, MN 55397  
 PHONE \_\_\_\_\_

Sandra Bae Harms  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

LICENSE HOLDER DATE OF BIRTH \_\_\_\_\_

Is this a non-profit organization? Non-profit organizations are required to show proof of non-profit status. YES  NO

LICENSE TYPE (Check all that apply)	FEE
<input checked="" type="checkbox"/> On-Sale Intoxicating Liq	\$ 1,200.00
<input type="checkbox"/> Off-Sale Intoxicating Liq	\$ 200.00
<input type="checkbox"/> On-Sale Wine	\$ 100.00
<input checked="" type="checkbox"/> On-Sale Sunday	\$ 200.00
<input type="checkbox"/> On-Sale 3.2 Beer	\$ 150.00
<input type="checkbox"/> Off-Sale 3.2 Beer	\$ 50.00
<input type="checkbox"/> 3.2 Malt Liq/Set Up	\$ 250.00
<input type="checkbox"/> 2am Close	\$ 500.00
<input type="checkbox"/> *Temporary 3.2% (1 - 4 day event)	\$ 25.00
<input type="checkbox"/> Consumption & Display (due March 31)	\$ 100.00

- FORMS REQUIRED**
- City Application (this form)
  - AGE Application (enclosed)
  - Insurance Liquor Liability (dated 7/1/17 - 6/30/18)
  - Certificate of Workers Compensation
  - Payment - Make check out to City of NYA

Failure to include this information will delay your liquor license. If the enclosed AGE application is not for the license that you would like, contact AGE at 651/201-7500 or online at <https://dps.mn.gov/divisions/age>. If this license is for an event on City owned property, attach a Certificate of Liability Insurance Coverage, as specified by the City Code, naming the City as an Insured during the event.

**SUBTOTAL** \_\_\_\_\_

A background check is required of all liquor license applicants.  
 Background Check - Current Licensee \$ 200.00  
 Background Check - New Applicant \$ 500.00

**TOTAL** \_\_\_\_\_

By signing this application, you agree to the information is true and correct. I am the individual responsible for Liquor Sales and will conduct in accordance with State Law and City Ordinances.

Sandra Bae Harms  
 Signature

3-21-18  
 Date

To be completed by the City of Norwood Young America.

Approved by the NYA City Council on \_\_\_\_\_

Clerk Signature \_\_\_\_\_

Date \_\_\_\_\_



Minnesota Department of Public Safety  
**Alcohol and Gambling Enforcement Division (AGED)**  
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133  
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

**Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License**

**Cities and Counties:** You are required by law to complete and sign this form to certify the issuance of the following liquor license types:

- 1) City issued on sale intoxicating and Sunday liquor licenses
- 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License NYA License Period From: \_\_\_\_\_ To: \_\_\_\_\_

Circle One:  **New License** License Transfer \_\_\_\_\_ Suspension \_\_\_\_\_ Revocation \_\_\_\_\_ Cancel \_\_\_\_\_  
(former licensee name) (Give dates)

License type: (circle all that apply)  **On Sale Intoxicating**  **Sunday Liquor**  3.2% On sale  3.2% Off Sale

Fee(s): On Sale License fee: \$ \_\_\_\_\_ Sunday License fee: \$ \_\_\_\_\_ 3.2% On Sale fee: \$ \_\_\_\_\_ 3.2% Off Sale fee: \$ \_\_\_\_\_

Licensee Name: Sandra Rae Harms (corporation, partnership, LLC, or Individual) DOB \_\_\_\_\_ Social Security # \_\_\_\_\_

Business Trade Name Northside Grill Business Address 105 main st City NYA

Zip Code 55397 County Carver Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Home Address \_\_\_\_\_ City Young America Licensee's MN Tax ID # 55221660  
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 82-4875130  
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
(Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes  **No**) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Groehler Agency Policy # \_\_\_\_\_

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(title)

**On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at [www.dps.state.mn.us](http://www.dps.state.mn.us).**



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7.) HAS THE COMPANY EVER HAD ANY ACTION TAKEN AGAINST AN ALCOHOLIC BEVERAGE LICENSE BY ANY AGENCY? (CIRCLE) Yes  No  If answered yes, explain and provide current status.

Fined \_\_\_\_\_  
 Suspended \_\_\_\_\_  
 Revoked \_\_\_\_\_  
 Other Action \_\_\_\_\_  
(use additional paper if necessary)

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8.) HAS THE COMPANY FILED OR BEEN INVOLVED IN BANKRUPTCY (OTHER THAN AS A CREDITOR) OR BEEN CHARGED WITH A CRIMINAL VIOLATION RELATED TO THE MANUFACTURE, IMPORT OR SALE OF ALCOHOLIC BEVERAGES?

If yes - explain and provide current status.

yes  ~~no~~ Bankruptcy \_\_\_\_\_  
 yes  ~~no~~ Criminal \_\_\_\_\_  
(use additional paper if necessary)

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### 9.) OTHER LICENSING

Have you ever had a sales and use tax permit revoked or canceled? YES  NO   
Have you ever had any other license or permit revoked, denied or canceled? YES  NO   
Have you ever failed to pay any liquor tax to any regulatory agency? YES  NO

If "yes" to any of the above, provide complete details below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(attach additional sheets if necessary)

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### 10.) RECORD KEEPING

A.) Where are the financial books and records for this business kept?

\_\_\_\_\_  
Who maintains these records?

\_\_\_\_\_  
Who prepares the tax returns, government forms and reports?

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B.) Does the applicant maintain an office within Minnesota?

(Circle) Yes No

If yes, answer the following questions:

-- Mailing address of office: 105 main st NYA, MN 55397

-- Street address of office: \_\_\_\_\_

-- Name of manager: SANDRA HARMS

-- Telephone Number of office: (\_\_\_\_) - \_\_\_\_\_

-- Email address NorthSidegrillnya@gmail.com

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11.) LIST ALL FINANCIAL INSTITUTIONS IN WHICH THE BUSINESS MAINTAINS OPERATING AND INVESTMENT ACCOUNTS.

Institution	Address	Phone	Account Number

(use additional sheets in necessary)

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12.) LIST THE SOURCE(S) AND AMOUNTS OF ALL OUTSTANDING BUSINESS LOANS. PROVIDE THE FOLLOWING:

CREDITOR NAME	CREDITOR ADDRESS	LOAN AMOUNT	LOAN NUMBER

(use additional sheets if necessary)

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13.) PLEASE CHECK THE APPROPRIATE BOX AND PROVIDE THE INFORMATION REQUESTED BELOW CONCERNING: (use additional sheets if necessary)

- Sole proprietorship\*
- Limited and general partners\*
- All shareholders in Sub-Chapter S and Closely Held Corporations\*
- All shareholders owning 5% or more of the stock either directly or indirectly\*
- All corporate officers and directors\*
- Any person(s) holding an option to purchase the business\*

Legal Name	Address	Title	Date of Birth	Social Security #	% Owned

(use additional sheets if necessary)

**\*EACH OF THESE INDIVIDUALS WITH MORE THAN 5% INTEREST IN COMPANY MUST SUBMIT A PERSONAL HISTORY STATEMENT WITH THIS FORM.**

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14.) IDENTIFY ANY PERSON LISTED ABOVE THAT HAS ANY FINANCIAL INTEREST IN ANY OTHER ALCOHOLIC BEVERAGE LICENSE OR BUSINESS ACTIVITY.

Name	Business	Address

(use additional sheets if necessary)

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**15.) PROVIDE THE NAMES OF ALL EMPLOYEES HOLDING MANAGEMENT POSITIONS:\***

Legal Name	Address	Title	Date of Birth	Social Security #

(use additional sheets if necessary)

**\*EACH OF THESE INDIVIDUALS WITH MORE THAN 5% INTEREST IN COMPANY MUST SUBMIT A PERSONAL HISTORY STATEMENT WITH THIS FORM.**

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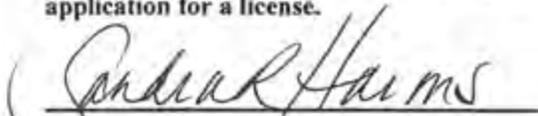
**ATTACH THE FOLLOWING DOCUMENTS TO THIS FORM:**

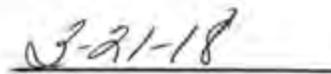
- 1.) Personal history and financial statements history for anyone listed in Section 15
- 2.) FEDERAL AND STATE TAX RETURNS, FINANCIAL HISTORY OF BUSINESS; (TO INCLUDE BANK STATEMENTS TO SHOW FINANCIAL ORIGINS OF BUSINESS)
- 3.) If involved with a partnership or corporation;
  - a.) Articles of incorporation
  - b.) List of officers and board of directors or partners
  - c.) List of stockholders
  - d.) Partnership agreement

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I certify that all statements made by the applicant in this document are true, complete and correct to the best of knowledge and belief and are made by me in good faith. I also understand that an investigation will be conducted to insure the applicant meets the criteria for a license as established by the Minnesota state law and department regulations. By signing this application I am also agreeing to pay for all costs incurred by the department in the conducting of an investigation of this application for a license.

  
Signature

  
Date

(If a corporation, signer must be a corporate officer)

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DEPARTMENT OF PUBLIC SAFETY  
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION  
445 Minnesota Street Suite 222  
St. Paul, MN 55101  
Phone (651) 201-7507 TDD (651) 282-6555  
Fax (651) 297-5259

CARD NUMBER  
  
(Office Use Only)

APPLICATION FOR RETAILER'S (BUYER'S) CARD FOR LIQUOR AND WINE  
PLEASE RETURN THIS APPLICATION WITH FEE \$20.00

ISSUING AUTHORITY	TYPE CODE	BUYER'S CARD EXPIRES	IDENTIFICATION #
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) Sandra Aae Harms		BUSINESS NAME (DBA) NorthSide LLC	
BUSINESS ADDRESS 105 main st.		COUNTY Carver	BUSINESS PHONE .
CITY, STATE, ZIP CODE Young America, MN 55397		AUTHORIZED SIGNATURE Sandra Harms	



more than a place. it's home.

TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: March 26, 2018  
SUBJECT: Transportation of Passengers Agreement – Peace Villa, Inc.

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Enclosed is a proposed Transportation of Passengers Agreement between the City and Peace Villa, Inc. Peace Villa desires the City to provide busing services for its residents for shopping, activity events, community events, etc. Proposed is to charge a rate of \$25.00 per hour which is the same rate as similar City agreements with other parties.

Proposed is to also discuss Peace Villa's use of the old bus that is currently parked on the Peace Villa campus. Due to the number of bus seats, a commercial driver's license (CDL) is required to drive the bus. Prior to the City purchasing the 5310 bus, Peace Villa would provide the drivers for the old bus. Peace Villa desires to continue to utilize the bus for trips when the number of residents to be transported exceeds the number of seats on the 5310 bus. A CDL is not required to drive the 5310 bus and none of the City's current bus drivers have a CDL.

**Suggested Motion:**

**Motion to approve the Transportation of Passengers Agreement with Peace Villa, Inc.**

# TRANSPORTATION OF PASSENGERS AGREEMENT

This **AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Norwood Young America**, hereafter "**City**", and **Peace Villa, Inc.**, a Minnesota nonprofit corporation (the "**Peace Villa**"), as owner of the "**Villa at Peace Village and The Haven**, hereafter "**Peace Villa**"

The parties agree as follows:

**PURPOSE.** The City and Peace Villa agree to enter into and execute this Agreement for the purpose of the City providing busing transportation of Peace Villa housing residents to and from the Villa at Peace Village located at 308 Faxon Road N., and The Haven located at 600 Railroad Drive, Norwood Young America, for resident shopping, activity events, community events, and the like. The City will, subject to forces majeure, provide transportation services to Peace Villa as stated above.

**CITY PARTICULARS.** 1) The City shall provide safe and timely transportation as requested on the Transportation Request Form completed and submitted by Peace Villa to SmartLink Transit. 2) The City shall provide a driver and bus transportation for Peace Villa residents and staff from the Peace Villa campus to the scheduled designation and back to the campus. 3) The City shall report all delays in service or incidents that occur immediately or as soon as practical to the Peace Villa Housing Manager or their designee. 4) The City shall provide monthly detailed billing summaries to Peace Villa. Billing summaries shall include names, dates, quantity of rides, and total dollar amounts due from the previous month. 5) The City shall carry property, liability, and workers' compensation insurance.

**PEACE VILLA PARTICULARS.** 1) Peace Villa shall complete Transportation Request forms for all rides. The forms shall include start and end dates, with appropriate lead-time (minimum of 3-days for a single ride and a minimum of 5-days for standing ride). 2) Peace

Villa shall pay all invoices within 30-days of receipt. 3) Peace Villa shall report any rider cancellations to SmartLink at least 24 hours before scheduled ride.

**RATE.** An hourly rate of \$25.00 per hour shall be charged. This rate shall be charged from the time the bus driver leaves the parking garage to their return. Cancelled rides with less than 1 hour notice will be charged the above rate.

**TRANSPORTATION REQUEST FORM.**

The Transportation Request Form to be submitted to SmartLink Transit shall include at a minimum or as required by SmartLink: start date, end date, pickup and delivery times, name, address, and telephone number of client, complete pickup and delivery addresses, emergency contact person, and any special instructions.

**TERM.** This agreement may be cancelled by either party by giving a written notice of cancellation not less than 60 days prior to the effective date of cancellation of the services.

**ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any nature preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**City of Norwood Young America**

**Peace Villa, Inc.**

\_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Its \_\_\_\_\_



more than a place. it's home.

TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: March 26, 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.

If the City Council elects to authorize the CDA to enter into a private contract for lawn care services, proposed is to maintain the same summer seasonal staff as was in 2017. The Public Service Department plans to utilize one of the seasonal employees to assist with sewer jetting this summer.

**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
<b>2017 TOTAL LAWN MOWING EXPENSE</b>							<b>\$5,618.75</b>



## 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 or 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



TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: March 26, 2018

RE: Purchase of Sensus 6502 Handheld Meter Reader

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The City currently reads water meters monthly billing purposes. Our meter reading system consists of an electronic meter in the residence incoming water line that sends a wired signal up to a radio transmitter on the outside of the house which then sends a radio signal to our handheld readers for acquiring the water usage in each residence. The production of the radio transmitters that we use was discontinued in February 2018 and our current handheld readers will not read the new transmitters we'll be installing. Proposed is to purchase a new handheld reader that will read the new transmitters.

Proposed is to purchase a handheld meter reader from Core & Main for \$6,100 which reads the next generation radio transmitters and also our current radios. Our current handheld reader will not read the next generation radios. Currently Sensus has a program to help cities purchase the upgraded reader which is good through March 31<sup>st</sup> for \$6,100 versus the retail price which is over \$7,000.

In respect to the 2018 Capital Replacement Schedule, I had moved the meter reader replacement from 2018 to 2020, not knowing they were going to be ending production of the radio transmitters we currently use. I solicited a proposal from another comparable product and learned Core & Main is the only dealer in the area and Sensus will only sell their product in each prospective territory. We would have to buy a Sensus reader or we would be forced to switch out every radio transmitter city wide to another product.

Recommended motion:

Motion to purchase the Sensus 6502 handheld meter reader from Core & Main for \$6,100 and to amend the 2018 Budget for said purchase.

*Norwood Young America*



Formerly HD Supply Waterworks

Bid Proposal for NYA 6502 Handheld

CITY OF NORWOOD YOUNG AMERICA  
Bid Date: 01/12/2018  
Core & Main Bid #: 488127

Core & Main  
15800 W 79th St  
Eden Prairie, MN 55344  
Phone: 952-937-9666  
Fax: 952-937-8065

Seq#	Qty	Description	Units	Price	Ext Price
10	1	SENSUS 6502-GB (GPS / BARCODE INCLUDES COMMAND LINK & DOCKING STATION	EA	6,100.00	6,100.00

## TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include Core & Main LP and / or any parent, subsidiary or affiliate of Core & Main LP (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly, (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event, and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Seller expressly reserves its right to file liens if payment is not received for its materials and expressly disclaims any waiver of lien rights language which may be contained in any future agreements between the Parties hereto. Seller reserves all rights to invoice and be paid for materials provided to Buyer and any terms contained in any of Buyer's purchase orders or other documents that purport to limit in any way the time or manner within which Seller may invoice are hereby waived by Buyer.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to Core & Main LP or to any affiliate, parent or subsidiary of Core & Main LP.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state where the applicable project is located without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement may be brought in the applicable federal or state court where the project is located, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: March 26, 2018

SUBJECT: Special City Council Meeting

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Proposed is to schedule a special City Council meeting for 6:30 p.m., May 9, 2018 for the purpose of holding a Joint Meeting with the Planning Commission, EDC, and Chamber of Commerce

**Suggested Motion:**

**Motion to schedule a special City Council meeting for 6:30 p.m., May 9, 2018.**