



WORK SESSION

1. Call Meeting of City Council Work Session to Order
 2. Approve Agenda
 - 2.1 Abating Nuisances
-

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 March 26, 2018
 3. Adjournment
-

CITY COUNCIL

1. Call Meeting of City Council to Order
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
 - 3.1 Carver County Annual State of the Library Report – Heidi Hoks and Paul Erickson
 - 3.2 2017 Annual Financial Report – Brad Falteysek, Abdo Eick & Meyers
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 April 9, 2018 City Council meeting
 - 4.2 Approve payment of claims
 - 4.3 Approve the resignation of Fire Fighter Steve Noll
 - 4.4 Approve the Resignation of Fire Fighter Steve Kanduth
 - 4.5 Approve LG214 Premises Permit Application
 - 4.6 Last Call Request for Outdoor Alcohol Sales
5. Public Hearings
6. Old Business
7. New Business
 - 7.1 Nuisance Abatement - 132 Elm Street East
 - 7.2 Beyond the Yellow Ribbon Proclamation
 - 7.3 Resolution 2018-17, Molnau Trucking Variance
 - 7.4 Resolution 2018-18, Molnau Trucking CUP Amendment
 - 7.5 Emma Street Improvement Project
 - 7.6 Information Technology Consultant Services Proposals
 - 7.7 Resolution 2018-19, 2040 Comprehensive Plan Extension Request
 - 7.8 Resolution 2018- 20, 2018 CDA Redevelopment Planning Grant
 - 7.9 Establish Civil Penalties for Administrative Enforcement Code
 - 7.10 793 Tacoma Ave. Nuisance Violations
 - 7.11 Reschedule May 28, 2018 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:

UPCOMING MEETINGS / EVENTS

- May 1 Planning Commission – 6:00 p.m.
- May 2 Small Business Week Breakfast – 8:00 a.m., Oak Grove Community Room
- May 9 EDC Meeting – 6:00 p.m.
- May 9 Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:30 p.m.
- May 14 City Council – 6:00 p.m.
- May 15 Parks and Rec. Commission – 5:30 p.m.
- May 17 Senior Advisory Committee – 9:00 a.m.
- May 29 Work Session, EDA, City Council – 6:00 p.m.



Norwood Young America
310 Elm Street West – P.O. Box

Norwood Young America, MN
Phone: (952) 467-1800
Fax: (952) 467-1818
Website: www.cityofnya.com

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: April 23, 2018
SUBJECT: Work Session – Abating Nuisances

Proposed is to discuss the nuisance process to include the abatement procedures. Enclosed is an explanation of the current process. Also included is an alternative process for your consideration. In addition, included are some nuisance related questions for your consideration.

Other enclosures' include:

Chapter 6, Nuisances
Section 730, Junk, Abandoned, and Unauthorized Vehicles
Fines & Violations – Nuisance section

NUISANCE QUESTIONS

1. If the council decides on the 2nd process, will the code define the types of nuisance violations?
Example: Would junk/rubbish and junk vehicles fall into the same nuisance type, or would they be separate offenses?

Category options could be:

Based off of the sections in the code:

- 600.01 Public Nuisance Prohibition
- 600.02 Public Nuisance Affecting Health
- 600.03 Public Nuisance Affecting Morals and Decency
- 600.04 Public Nuisance Affecting Peace & Safety
- Plus other parts of the code such as items under Chapter 7 for vehicles

OR

Based off of types of violations

- Vegetation – would include grass, weeds, trees, etc.
- Animals – would include animal waste, barking dogs
- Junk/Rubbish – would include items on the property that are not part of the home
- Vehicles – would include junk vehicles, too many vehicles

Which category would miscellaneous nuisances that are not on the list fall into?

2. When does abatement take place?
3. If issue is junk vehicles; if it's not remedied within allowed time, can the City (or the contracted company) go on the property and remove the junk vehicle?
4. Should the process be the same for all violations or are there some violations that would require different steps?
5. Should City staff be documenting nuisance violations and sending letters/fines, or should it be based on a resident complaint?
6. What are the correct fines for nuisance violations? The fee schedule and City Code Chapter 6 state two different fines.

Fee Schedule

- 1st offense = warning
- 2nd offense = \$115.00
- 3rd offense = \$130.00
- 4th offense = \$150.00

Section 610.03 Administrative Penalty

Subd. 5 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.

Fines would be:

- 1st Offense = warning
- 2nd Offense = \$143.75
- 3rd Offense = \$179.69
- 4th Offense = \$224.61

NUISANCE CURRENT PROCESS

1. City gets a call regarding a nuisance.
2. City inspects the nuisance complaint.
3. If there is a violation to the code, the City sends a letter.
 - If it is the first violation within the past 12 months, it is a warning.
 - If it is the second – fourth violation within the past 12 months, the property owner will receive an invoice with the fine as listed in the fee schedule.
 - 2nd offense = \$115.00
 - 3rd offense = \$130.00
 - 4th offense = \$150.00
 - The owner is given 10 days to remedy the situation.
 - Property is inspected following the 10 days.
 - If the property is still in violation, the owner will receive another letter, given them an additional 10 days plus an invoice for the next offense that they are at.
 - If a nuisance is not remedied after receiving four nuisance violation letters within the past 12 months, the abatement process begins.
4. There are a couple of nuisance violations that would not follow this process:
 - If the violation is severe and risks the safety of a resident, abatement can take place immediately; it depends on the issue. Example: snow on sidewalks that children use to walk to the bus stop.
 - Weeds or long grass. Resident is given a nuisance letter and if not remedied within 10 days, abatement takes places.

Is this the process that the council would like to follow?

NUISANCE PROCESS OPTION

Another option for a nuisance violation would be that each type of offense is considered a separate nuisance violation.

1. First issue is long grass.
 - Receives a warning letter.
2. Number of vehicles (within the same 12 months as grass violation)
 - Receives a warning letter for the number of vehicles.
3. The next violation is for junk.
 - Receives a warning letter for junk.

Resident is fined when they receive the 2nd – 4th violation of the same category.

They could have 10 separate nuisance violations that would each need to be kept track of separately.

Is this the process that the council would like to follow?

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 disburse immediately. No person shall refuse to leave after being ordered to do so by law enforcement. Every owner or tenant of such premises who has knowledge of the disturbance shall make every reasonable effort to see that the disturbance is stopped.

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

610.02 Recovery of Cost.

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

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

610.03 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 730 – Junk, Abandoned, and Unauthorized Vehicles**730.01 Definitions.**

Subd. 1 Abandoned Vehicle. “Abandoned Vehicle” shall mean a motor vehicle that has:

- A. remained illegally;
 - 1. for a period of 48 hours on any property owned or controlled by a unit of government, or more than four (4) hours on such property when it is properly posted; or
 - 2. on private property for a period of time as determined by Minnesota Statutes, § 168B.04, subd. 2, without the consent of the person in control of the property; and
- B. lacks vital component parts or is in an inoperable condition such that it has no substantial potential for further use consistent with its usual functions, unless it is kept in an enclosed garage or storage building;

Classic cars or pioneer cars as defined by Minnesota Statute § 168.10 shall not be considered abandoned vehicles; nor shall any vehicle located on the premises of a junk yard or automobile graveyard properly licensed and maintained pursuant to Minnesota Statute § 161.242 or pursuant to any provision of this Code or other City ordinance. No vehicle being held for storage by agreement or being held under police authority or pursuant to court order shall not be considered an abandoned vehicle. *(Amended by Ord. 247, 12-9-13)*

Subd. 2 Junk Vehicle. “Junk Vehicle” shall mean any vehicle that:

- A. is three years old or older;
- B. is extensively damaged, with the damage including such things as broken or missing wheels, motor, drive train, or transmission;
- C. is apparently inoperable;
- D. does not have a valid, current registration plate; and
- E. has an approximate fair market value equal to the approximate value of the scrap in it.

Subd. 3 Unauthorized Vehicle. “Unauthorized Vehicle” shall mean a vehicle that is subject to removal and impoundment pursuant to Minnesota Statutes, § 168B.04, subd. 2, or § 169.041, but is not a junk vehicle or an abandoned vehicle.

730.02 Declaration of Public Nuisance. Abandoned, junk, and unauthorized vehicles within the City shall be hereby found to create a public nuisance or blight condition tending to reduce the value of private property, to invite theft or vandalism, to create fire and other safety hazards, to attract vermin, and to constitute an unattractive nuisance creating a hazard to the health and safety of the public. The accumulation and outside storage of abandoned and junk vehicles shall be determined to be in the nature of rubbish, litter and unsightly debris, and a detriment to the environment, and shall be hereby declared to constitute a public nuisance which may be abated as provided in this Section or as provided under any other ordinance, specifically Section 600.06, of the City or by the laws of the State. *(Amended by Ord. 168, 7/25/05)*

730.03 Parking and Storage of Abandoned, Junk, and Unauthorized Vehicles Prohibited. No person shall park, store, or leave, or permit the parking, storing, or leaving of any abandoned or junk vehicle for a period in excess of 48 hours unless:

- A. the vehicle is completely within a building or is otherwise screened from view by fencing or other barrier approved by the City;
- B. the vehicle is stored or parked on private property in connection with a duly licensed or authorized commercial enterprise operated and conducted pursuant to law when such parking or storing of vehicles shall be necessary to the operation of the commercial enterprise.

In no case shall any vehicle be parked so as to constitute being an unauthorized vehicle.

730.04 Towing of Motor Vehicles. The Carver County Sheriff and the City Administrator shall be hereby authorized to remove, towed away by commercial towing service, and impounded at the City designated storage facility, any abandoned, junk, or unauthorized motor vehicle in violation of this Code. The owner of the vehicle shall be responsible for all cost associated with removal of the vehicle.

730.05 Notice of Impounded Motor Vehicles. Notice shall be given to the owner of any vehicle impounded under this Section in accordance with the terms of Minnesota Statutes 168B and this Section. The notice shall include the time limit within which the vehicle may be reclaimed before it is subject to disposal by the City in accordance with applicable State law and this Section.

730.06 Public Sale.

Subd. 1 Auction. After the time period provided for in Subsection 730.05, any vehicle impounded and not reclaimed under this Section shall be sold to the highest bidder at public auction or sale held in compliance with Minnesota Statutes § 168B.08, following ten (10) days published notice of the auction in the legal newspaper for the City. The purchasers shall be given a receipt in a form which shall be sufficient title to dispose of the vehicle. The receipt shall also entitle the purchaser to register the vehicle and receive a certificate of title, free and clear of all liens and claims of ownership.

Subd. 2 Proceeds. From the proceeds of the sale of an impounded vehicle, the City shall reimburse itself for the cost of towing, preserving and storing of the vehicle, and all notice, publication and administrative costs incurred pursuant to this Section. Any remainder from the proceeds of a sale shall be held for the owner of the vehicle at the time of impoundment or any entitled lienholder for ninety (90) days and if not claimed, shall thereafter be deposited in the City treasury.

730.07 Right to Reclaim. The owner or any lienholder of any impounded vehicle or any person in lawful possession or control of the property upon which the vehicle was abandoned or otherwise illegally parked shall have a right to reclaim the vehicle from the City upon payment of all towing and storage charges, and administrative fees as set in the fee schedule adopted from time to time by the Council, resulting from the taking of the vehicle into custody within the time period specified in the notice required by Subsection 730.05.

730.08 Unsold Vehicles. Any impounded vehicle that is neither reclaimed or sold at auction pursuant to this Section may be disposed of by the City in accordance with Minnesota Statutes § 168B.09.

730.09 Entry Upon Private Property for Removal or Abatement. Any person, at the direction of the City Administrator, police chief or any other police officer of the City shall be hereby expressly authorized to enter upon private property for the purpose of enforcing this Section.

730.10 Liens. Nothing in this Section shall be construed to impair any lien of a garage keeper under the laws of this State or the right of a lienholder to foreclose. For the purposes of this Section "Garage keeper" shall mean an operator of a parking place or establishment, an operator of a motor vehicle storage facility, or an operator of an establishment for the servicing, repair, or maintenance of motor vehicles.

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		250.00
Unlicensed fine per day, per unit		10.00
Rental Dwelling Violation		50.00
Violation fee per day until corrections are completed		5.00
Towing and Storage of Vehicles		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



EDA MINUTES

March 26, 2018 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

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

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

Others: Amber Orr, Dave Orr, Cassandra Nelson, Shannon Schefer, Dustin & Tricia Mackenthun, Cynthia Smith-Strack, Paul Hallquist

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 6:42pm.

2. Approve Agenda

2.1 Approve minutes of February 26 and March 12, 2018

Motion: MM/DS to adopt the agenda. Vote 5 – 0. Motion carried.

Motion: MM/CH to approve the minutes of 2/26/18 and 3/12/18. Vote 5 – 0. Motion carried.

3. Adjournment

Motion: MM/DS to adjourn at 6:43pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Carol Lagergren, President

Kelly Hayes, City Clerk / Treasurer



CITY COUNCIL MINUTES

April 9, 2018 – 6:00 p.m.

City Council Meeting

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

CITY STAFF: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes, Public Services Director Tony Voigt

OTHERS: City Attorney Jay Squires, Frances Condon, Rita Luecke, Robert Luecke, Jason Fritz, Hil Hoof, Tricia Mackenthun, Dustin Mackenthun

1. Call Meeting of City Council to Order

1.1 Pledge of Allegiance

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

2. Approve Agenda

Addition: 7.12 Additional Vehicle Permit

Remove: 7.3 Ordinance No. 301 and 7.4 Ordinance No. 302

Motion: CS/DS to adopt the agenda as amended. Vote 5 – 0. Motion carried.

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

4. Consent Agenda

4.1 Approve City Council minutes of March 26, 2018 meeting

4.2 Approve Joint Meeting minutes for September 13 and November 8, 2017; January 10 and March 14, 2018

4.3 Approve payment of claims

4.4 Approve Planning Commission Appointment

4.5 Approve Midtown Family Restaurant Renewal of Consumption and Display Permit

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

5. Public Hearings

5.1 Ordinance No. 299, Sexual Offenders and Sexual Predators

There was no public comment.

Motion: DS/CH to close the Public Hearing for Ordinance No. 299, Sexual Offenders and Sexual Predators at 6:12pm. Vote 5 – 0. Motion carried.

5.2 Ordinance No. 300, Administrative Enforcement

Resident Robert Luecke: If someone violates this, are they given a warning before they are fined? Per City Attorney, Jay Squires, the resident is given 7 days to correct the issue (30 days if it is a land use violation). If they do not correct the violation, a fee is charged to the resident and the resident will have the option to come to a City Council meeting to plead their case. Mr. Luecke questioned the fine amount. Attorney Squires noted that the ordinance says that the fine is a maximum of \$1,000; the actual fine is determined by the City Council. Mr. Luecke is concerned about parking his bus on the street and how City staff will be policing the city. Mayor Lagergren explained the process is complaint based. Issues are not looked into until the City receives a complaint from a resident. Councilman McPadden mentioned that this is not to make money, rather trying to find a way to resolve the issue.

Resident Hil Hoof: Concerned about Item B, Each day a violation exists constitutes a separate offense". He questioned if this is applicable to all situations. Mayor Lagergren noted that there is a seven day grace period and if the property owner is not able to comply within seven days, they have the ability to speak to the City Council to plead their case. Resident Hoof was concerned about the mental, physical, or financial issue and asked if there a fund could be created to help in instances such as this. Mayor Lagergren responded that the goal is always to come up with a resolution that works for everybody.

Motion: DZ/CS to close the Public Hearing. Vote 5 – 0. Motion carried.

6. Old Business

6.1 U.S. Highway 212 Underpass Project Schedule Update

There are no new updates on the Highway 212 Underpass Project. Lagergren and Helget will be attending a meeting on Friday to discuss project with Central School. Kevin Juelle from SRF created a timeline for the process.

7. New Business

7.1 Ordinance No. 299, Sexual Offenders and Sexual Predators

Maps were included in the packet to compare the number of feet that someone that is a sexual offenders or predators can live within a place where children congregate which includes: public parks, private and public schools, licensed daycare facilities, public libraries, places of worship, bus stops. Councilman Stolz said that he was concerned that it could be too constrictive and there wouldn't be a place for sexual offenders/predators to live (in a previous meeting, City Attorney Squires said that there are cities that are dealing with the court system because there was little to no place that these people could live). Council

discussion was comparing the maps that included 500, 1,000 and 2,000 feet buffer from each location that children congregate. 2,000 feet covered the entire city. The consensus was that 1,000 feet would be the best option.

Motion: CH/CS to approve Ordinance No. 299, Sexual Offenders and Sexual Predators. Vote 5 – 0. Motion carried.

Motion: MM/DS to publish a summary of Ordinance No. 299, Sexual Offenders and Sexual Predators. Vote 5 – 0. Motion carried.

7.2 Ordinance No. 300, Administrative Enforcement

Council had prepared questions for City Attorney Squires to answer.

1. Does the administrative enforcement policy cover nuisances. Answer: Yes, however, it does not supersede what is in the current city code.
2. In respect to nuisances, at what point does abatement happen? Answer: It is City staff's responsibility to achieve compliance. If the nuisance is not resolved, it becomes the City Council's decision for abatement. Minor nuisances, such as long grass, can be abated by the city staff.
3. How and when do fines become assessed? Answer: City Attorney Squires interprets the code is that it gives city staff the flexibility to give notice of the violation and the steps needed to comply. Current process: staff sends one warning letter. If issue isn't resolved, a second letter is sent with a fine attached to it and an additional 10 days to comply. This is done up to four nuisance violation letters before it is brought to the council for abatement. Again, this does not include lawn mowing and weeds.
4. Are there any nuisances that we cannot abate, such as cars? Answer: City Attorney Squires stated that there are separate provisions that deal with vehicles due a state statute that cities are required to follow. So although a different process must be followed, no, there is not a nuisance that cannot be abated. This is listed in Chapter 7 of the city code.

Motion: DS/CS to approve Ordinance No. 300, Administrative Enforcement. Vote 5 – 0. Motion carried.

Motion: CH/MM to publish a summary of Ordinance No. 300, Administrative Enforcement. Vote 5 – 0. Motion carried.

~~7.3 Ordinance No. 301, Adding Section 1265 to the City Code~~

~~7.4 Ordinance No. 302, Amending Section 1210 of the City Code~~

7.5 Advanced Electrical Services – Water Extension

The council discussed past practice of businesses that had water/sewer brought to their property. In past practice, the owner of the property was required to pay for bringing water/sewer to their own property.

Motion: CH/CS Upon annexation of the subject property, the City will provide water service to the property and Advanced Electrical Services will be responsible for 100% of the cost for extending the water service to the property contingent upon approval of a Site Plan and other zoning requirements. Vote 5 – 0. Motion carried.

7.6 Serenity Trail Resurfacing Project

Parks & Recreation Commission's top priority project for 2018 is to get the Serenity Trail resurfacing project completed.

Proposals were requested and received.

Motion: DS/CS to award the Serenity Trail resurfacing project to OMG Midwest for \$39,821.25 contingent upon receiving proof of liability and workers' compensation insurance. Vote 5 – 0. Motion carried.

7.7 Oak Grove Building – Handicapped Door Opener

Proposals were accepted for installation and electric work for handicapped door openers for City Hall. Hayes noted that although there are two ways to enter into City Hall, all three companies that we received proposals from said that they would put the door openers at the north entrance because that is where the handicapped parking is located.

Motion: CS/DS to award the handicapped door and installation job to Assured Security for \$5,228.00 and the electrical work for the handicapped door to Xtreme Electrical for \$350.00. Vote 5 – 0. Motion carried.

7.8 Resolution 2018-17, Emergency Evacuation Plan for Faxon Court

Councilman Stolz was concerned about the evacuation plan. According to the plan, residents of the trailer park would seek shelter at Midtown Restaurant because the owner's daughter lives in the trailer park. His questions included: What would happen if she is gone during an emergency event, does someone else have a key to Midtown? Emergency situations can happen very quickly, how are the people over by The Harbor supposed to be able to get to Midtown in time? Helget will bring these concerns to the Faxon Court owner. Stolz suggested that the owner be told to come up with another option before the next time that evacuation plan needs to be updated which is in 2020.

Motion: to adopt Resolution 2017-017, approving the 2018-2019 Faxon Court Emergency Plan. Vote 5 – 0. Motion carried.

7.9 Fire Hydrant Leak Detection Survey

City has 270 fire hydrants. Water Conservation Services will check all of the hydrants for leaks.

Motion: To approve the contract with Water Conservation Services, In at a cost of \$2,147.00. Vote 5 – 0. Motion carried.

7.10 Contract Mowing of City owned Cemeteries

Voigt received two bids for mowing the cemeteries.

Motion: DS/CS to award the 2018 cemeteries lawn maintenance to BJ's Lawn Service at \$205 per time contingent upon receiving proof of liability and workers' compensation insurance. Vote 5 – 0. Motion carried.

7.11 Community Gardens Water Hydrant Installation

Two bids were received for the installation of the water hydrant in the Community Gardens. According to the grant, installation must be completed by May 31, 2018.

Motion: DS/CS to award the Community Gardens water hydrant installation project to Henning Excavating for \$4,200.00. Vote 5 – 0. Motion carried.

7.12 Additional Vehicle Permit

Resident, Kayla Wiltse, applied for two additional vehicle permits for 312 Washington Street. According to the city code, residents are allowed to have four vehicles on a property and can apply for up to two additional vehicle permits for \$10.00 each. Code also requires applicant to get approval from abutting neighbors.

Motion: DS/MM to approve the Additional Vehicle Permit for 312 Washington Street with an expiration date of September 30, 2018. Vote 5 – 0. Motion carried.

8. Council Member & Mayor Reports

CH – no updates

MM – no updates

DS – no updates

CS – no updates

CL – Personnel Committee met and discussed the Pool Policy. Accepting application for seasonal staff. Registration for swimming lessons if on the City's website.

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.

April 23 Work Session, EDA, City Council – 6:00 p.m.

May 1 Planning Commission – 6:00 p.m.

May 9 Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:30 p.m.

May 14 City Council – 6:00 p.m.

There is currently opening on the Parks & Recreation Commission and on the Economic Development Commission.

9. Adjournment

Motion: MM/CH to adjourn at 8:04pm. Vote 5 – 0. Motion carried.

UPCOMING MEETINGS / EVENTS

Sincerely Submitted:

Kelly Hayes, City Clerk / Treasurer

Carol Lagergren, Mayor

CITY OF NORWOOD YOUNG AMERICA

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

To Be Approved: April 23, 2018

Pre-Paid Claims	<u>\$16,191.90</u>
(Check Sequence #504734-504749)	

Claims Pending Payment	<u>\$156,729.69</u>
(Check Sequence #27981-28038)	

Grand Total	<u>\$172,921.59</u>
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PAYROLL APRIL 19, 2018

CHECK #	EMPLOYEE	GROSS
504734	ARETZ, BRENT R	\$2,521.60
504735	BIPES, DEBORAH	\$180.09
504736	CANO, JOEY M	\$1,162.22
504737	DHOORE, PAUL	\$1,744.00
504738	FRATUS, DOMINIC	\$348.08
504739	HAAG, HERMAN	\$196.14
504740	HAYES, KELLY	\$2,340.00
504741	HELGET, STEVE	\$3,644.00
504742	Hormann, Duane	\$486.65
504743	JAUS, RODNEY D	\$1,543.20
504744	LENZ, DEBRA A	\$1,924.80
504745	MENZEL, ALICIA	\$1,702.40
504746	SCHNEEDWIND, BRIAN O	\$1,620.00
504747	STENDER, DANIEL H	\$2,268.80
504748	VOIGT, ANTHONY	<u>\$2,480.90</u>
504749	KLEINBANK - NET	\$16,191.90
	GROSS	\$24,162.88

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		Check Amt	Invoice	Comment
10100 CHECKING				
Paid Chk#	027981	4/23/2018	A-1 ELECTRIC SERV OF WACONIA	
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$551.47	20786	LIFT STATION
Total A-1 ELECTRIC SERV OF WACONIA		\$551.47		
Paid Chk#	027982	4/23/2018	ADC SERVICES INC	
E 101-43100-208	Medical-Physicals	\$37.50	181212	ADMIN DRUG PROGRAM
E 101-45200-208	Medical-Physicals	\$37.50	181212	ADMIN DRUG PROGRAM
E 601-49400-208	Medical-Physicals	\$37.50	181212	ADMIN DRUG PROGRAM
E 602-49450-208	Medical-Physicals	\$37.50	181212	ADMIN DRUG PROGRAM
Total ADC SERVICES INC		\$150.00		
Paid Chk#	027983	4/23/2018	ALL FLAGS. LLC	
E 101-45200-220	Game Fund Disbursements	\$787.75	133981	FLAGS
Total ALL FLAGS. LLC		\$787.75		
Paid Chk#	027984	4/23/2018	ARETZ, BRENT R	
E 101-43100-417	Uniform	\$69.98		
Total ARETZ, BRENT R		\$69.98		
Paid Chk#	027985	4/23/2018	BERKLEY RISK ADMIN COMPANY	
G 251-22100	Escrow Collected	\$1,724.00		BUS
E 101-42200-360	Insurance	\$4,948.67		FD
E 101-43100-360	Insurance	\$4,961.67		STREETS
E 601-49400-360	Insurance	\$2,238.34		WATER
E 602-49450-360	Insurance	\$2,238.34		SEWER
G 251-22100	Escrow Collected	\$11,076.00		HARBOR
E 101-41940-360	Insurance	\$6,991.00		CITY
E 101-42200-360	Insurance	\$1,008.00		FD
E 601-49400-360	Insurance	\$4,001.50		WATER
E 602-49450-360	Insurance	\$4,001.50		SEWER
E 101-45200-360	Insurance	\$12,446.00		PARK
E 101-49860-360	Insurance	\$7,144.00		POOL
E 101-45200-360	Insurance	\$6,133.00		PARK
E 101-43100-360	Insurance	\$2,132.00		STREETS
E 101-41400-360	Insurance	\$1,645.00		EMPLOYMENT
E 101-41400-360	Insurance	\$4,834.00		EXPENDITURES
E 101-41940-360	Insurance	\$4,081.00		BLDGS
E 602-49450-360	Insurance	\$3,006.00		SEWER
E 601-49400-360	Insurance	\$2,152.98		WATER
Total BERKLEY RISK ADMIN COMPANY		\$86,763.00		
Paid Chk#	027986	4/23/2018	BRYAN ROCK PRODUCTS, INC.	
E 101-43100-224	Street Maint Materials	\$502.13	27141	1 3/4 SCREENED
Total BRYAN ROCK PRODUCTS, INC.		\$502.13		
Paid Chk#	027987	4/23/2018	CARDMEMBER SERVICE	
E 101-42200-212	Motor Fuels	\$78.54		

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		Check Amt	Invoice	Comment
E 101-42200-207	Training Instructional	\$115.00		
E 101-42200-221	Repair/Maintenance Equipment	\$16.35		
E 101-43100-221	Repair/Maintenance Equipment	\$63.27		
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$90.76		
E 602-49450-221	Repair/Maintenance Equipment	\$572.06		
E 101-41400-200	Office Supplies	\$97.13		
E 101-41400-430	Miscellaneous	\$56.84		
E 101-41110-430	Miscellaneous	\$31.35		
E 101-41400-331	Travel/Meeting Expense	\$286.32		
E 101-41400-350	Print/Publishing/Postage	\$23.70		
E 101-41400-207	Training Instructional	\$345.00		
Total CARDMEMBER SERVICE		\$1,776.32		
Paid Chk#	027988	4/23/2018	CARGILL SALT	
E 101-43100-224	Street Maint Materials	\$1,882.51	2903983100	DEICER
E 101-43100-224	Street Maint Materials	\$3,085.57	2903986192	DEICER
E 101-43100-224	Street Maint Materials	\$1,529.91	2904061188	DEICER
E 101-43100-224	Street Maint Materials	\$3,112.61	2904063456	DEICER
Total CARGILL SALT		\$9,410.60		
Paid Chk#	027989	4/23/2018	CARQUEST AUTO PARTS	
E 101-42200-210	Operating Supplies	\$25.88	5927-164341	RAGS IN A BOX - FIRE DEPT
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$6.99	5927-164508	BELT
E 101-43100-221	Repair/Maintenance Equipment	\$24.99	5927-164736	MINI BULB
E 101-43100-221	Repair/Maintenance Equipment	\$41.23	5927-164808	OIL FILTER
E 101-43100-221	Repair/Maintenance Equipment	\$13.31	5927-164815	AIR FILTER
E 101-43100-221	Repair/Maintenance Equipment	\$19.12	5927-164844	50/50 EXT LIFE
E 101-43100-221	Repair/Maintenance Equipment	\$11.66	5927-164850	OIL FILTER
E 101-43100-221	Repair/Maintenance Equipment	\$62.44	5927-164877	HYDRAULIC
E 601-49400-221	Repair/Maintenance Equipment	\$37.89	5927-164980	LUBE, OIL FILTERS
E 602-49450-221	Repair/Maintenance Equipment	\$226.27	5927-164981	BATTERY
E 101-43100-221	Repair/Maintenance Equipment	\$31.68	5927-164989	RED GREASE
E 101-43100-221	Repair/Maintenance Equipment	\$23.98	5927-165352	WIPER BLADE
E 602-49450-221	Repair/Maintenance Equipment	\$82.96	5927-165370	WELDING CABLE, BATTERY
E 602-49450-221	Repair/Maintenance Equipment	\$22.64	5927-165403	CABLE, EYELET
E 101-43100-221	Repair/Maintenance Equipment	\$6.99	5927-165477	HEADLIGHT
E 101-43100-210	Operating Supplies	\$18.98	5927-165620	OIL
E 602-49450-221	Repair/Maintenance Equipment	\$4.49	5927-165799	OIL, FUNNEL
E 101-43100-210	Operating Supplies	\$3.95	5927-165873	HOSE CLAMP
E 101-43100-221	Repair/Maintenance Equipment	\$322.00	5927-165946	REFLECT TAPE
Total CARQUEST AUTO PARTS		\$987.45		
Paid Chk#	027990	4/23/2018	CARVER COUNTY	
E 101-45200-430	Miscellaneous	\$26.00		TAXES FOR PRESERVE 5TH OUTLOT A
G 251-22100	Escrow Collected	\$864.00		TAXES FOR 300 FAXON
Total CARVER COUNTY		\$890.00		
Paid Chk#	027991	4/23/2018	CARVER COUNTY	

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			Check Amt	Invoice	Comment
E 101-41400-430	Miscellaneous		\$375.00	2047	SPECIAL ASSESSMENTS
	Total CARVER COUNTY		\$375.00		
Paid Chk# 027992	4/23/2018	CARVER COUNTY			
E 101-43100-310	Other Professional Services		\$1,217.79	CSER-413	1ST QTR GIS POSITION
E 101-45200-310	Other Professional Services		\$1,217.80	CSER-413	1ST QTR GIS POSITION
E 601-49400-310	Other Professional Services		\$1,217.79	CSER-413	1ST QTR GIS POSITION
E 602-49450-310	Other Professional Services		\$1,217.81	CSER-413	1ST QTR GIS POSITION
	Total CARVER COUNTY		\$4,871.19		
Paid Chk# 027993	4/23/2018	CARVER COUNTY			
E 101-42100-311	County Police Contract		\$850.25	SHERI003022	1ST QTR POLICE OVERTIME
	Total CARVER COUNTY		\$850.25		
Paid Chk# 027994	4/23/2018	CARVER COUNTY			
E 101-43100-310	Other Professional Services		\$527.94	GSER-423	ESRI AGREEMENT
E 101-45200-310	Other Professional Services		\$527.95	GSER-423	ESRI AGREEMENT
E 601-49400-310	Other Professional Services		\$527.94	GSER-423	ESRI AGREEMENT
E 602-49450-310	Other Professional Services		\$527.95	GSER-423	ESRI AGREEMENT
	Total CARVER COUNTY		\$2,111.78		
Paid Chk# 027995	4/23/2018	CARVER COUNTY ATTORNEYS OFF			
E 101-41500-307	Prosecution Contract		\$2,997.81		FINES
	Total CARVER COUNTY ATTORNEYS OFF		\$2,997.81		
Paid Chk# 027996	4/23/2018	CARVER COUNTY RECORDER			
E 101-41320-430	Miscellaneous		\$46.00		VICKERMAN
	Total CARVER COUNTY RECORDER		\$46.00		
Paid Chk# 027997	4/23/2018	CARVERLINK-CARVER CO BROADBAND			
E 101-41940-321	Telephone		\$142.85		
E 601-49400-321	Telephone		\$77.14		
E 602-49450-321	Telephone		\$77.14		
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		\$122.21		
E 101-41320-321	Telephone		\$122.21		
E 101-41400-321	Telephone		\$146.65		
E 101-46500-321	Telephone		\$48.88		
E 101-42100-321	Telephone		\$24.44		
E 101-45500-321	Telephone		\$24.44		
	al CARVERLINK-CARVER CO BROADBAND		\$1,284.31		
Paid Chk# 027998	4/23/2018	CEBULLA, JENNIFER			
E 602-49450-430	Miscellaneous		\$633.64		CLEAN UP AFTER SEWER BACKUP
	Total CEBULLA, JENNIFER		\$633.64		

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			Check Amt	Invoice	Comment
Paid Chk#	027999	4/23/2018	CENTER POINT		
E 101-45500-383	Gas Utilities		\$128.18		314 ELM ST W
E 601-49400-383	Gas Utilities		\$225.59		104 3RD AVE SE
E 602-49450-383	Gas Utilities		\$18.33		406 2ND AVE SE
E 601-49400-383	Gas Utilities		\$18.23		640 TACOMA
E 101-41940-383	Gas Utilities		\$264.06		310 ELM
E 101-41940-383	Gas Utilities		\$43.76		318 ELM
Total CENTER POINT			\$698.15		
Paid Chk#	028000	4/23/2018	CITIZEN STATE BANK HSA ACCTS		
G 101-21718	HSA ACCOUNT		\$333.33		ARETZ
G 101-21718	HSA ACCOUNT		\$166.67		LENZ
G 101-21718	HSA ACCOUNT		\$333.33		MENZEL
Total CITIZEN STATE BANK HSA ACCTS			\$833.33		
Paid Chk#	028001	4/23/2018	D & K EMBROIDERY		
E 101-41400-430	Miscellaneous		\$46.00	1041	EMBROIDER & HEAT PRESS LOGO
Total D & K EMBROIDERY			\$46.00		
Paid Chk#	028002	4/23/2018	DOOR POWER INC		
E 101-42200-223	Repair/Maintenance Bldg/Ground		\$199.00	7284	SERVICE CALL
Total DOOR POWER INC			\$199.00		
Paid Chk#	028003	4/23/2018	GOPHER STATE ONE-CALL, INC.		
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$8.25	8030621	LOCATES
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$8.25	8030621	LOCATES
Total GOPHER STATE ONE-CALL, INC.			\$16.50		
Paid Chk#	028004	4/23/2018	HAYES, KELLY		
E 101-41400-331	Travel/Meeting Expense		\$64.88		
E 101-41410-331	Travel/Meeting Expense		\$20.33		
E 101-41320-331	Travel/Meeting Expense		\$13.38		
E 101-49860-209	Swim Uniforms		\$39.32		
Total HAYES, KELLY			\$137.91		
Paid Chk#	028005	4/23/2018	HEALTH PARTNERS		
G 101-21706	Hospitalization/Medical Ins		\$8,622.29	80603419	HEALTH INSURANCE
Total HEALTH PARTNERS			\$8,622.29		
Paid Chk#	028006	4/23/2018	HILGERS PLUMBING & HEATING, IN		
E 101-42200-223	Repair/Maintenance Bldg/Ground		\$645.00	10974	NORTH FIRE STATION
Total HILGERS PLUMBING & HEATING, IN			\$645.00		
Paid Chk#	028007	4/23/2018	JERRY S TRANSMISSION SERVICE		
E 101-42200-221	Repair/Maintenance Equipment		\$589.52	0030213	LADDER TRUCK
Total JERRY S TRANSMISSION SERVICE			\$589.52		
Paid Chk#	028008	4/23/2018	KLEINBANK HSA ACCOUNTS		
G 101-21718	HSA ACCOUNT		\$166.67		SCHNEEDWIND

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			Check Amt	Invoice	Comment
G 101-21718	HSA ACCOUNT		\$583.33		STENDER
G 101-21718	HSA ACCOUNT		\$543.33		HELGET
Total KLEINBANK HSA ACCOUNTS			\$1,293.33		
Paid Chk# 028009	4/23/2018	KNUJ			
E 101-41400-350	Print/Publishing/Postage		\$54.00		GIRLS BASKETBALL
Total KNUJ			\$54.00		
Paid Chk# 028010	4/23/2018	KWIK TRIP INC.			
E 602-49450-212	Motor Fuels		\$6.04	3421302	NL PREM
E 101-43100-212	Motor Fuels		\$21.50	3426727	NL PREM
Total KWIK TRIP INC.			\$27.54		
Paid Chk# 028011	4/23/2018	LOFFLER BUSINESS SYS LLC			
E 101-41400-437	Maintenance Contract		\$131.42	2778872	COPIES
Total LOFFLER BUSINESS SYS LLC			\$131.42		
Paid Chk# 028012	4/23/2018	MAYER LUMBER CO.			
E 101-45200-221	Repair/Maintenance Equipment		\$3.48		
Total MAYER LUMBER CO.			\$3.48		
Paid Chk# 028013	4/23/2018	MEIS, CHRISTOPHER			
E 601-49400-432	Refund		\$158.82		OVERPAYMENT OF FINAL BILL
Total MEIS, CHRISTOPHER			\$158.82		
Paid Chk# 028014	4/23/2018	MID COUNTRY BANK			
G 101-21718	HSA ACCOUNT		\$453.33		HAYES
Total MID COUNTRY BANK			\$453.33		
Paid Chk# 028015	4/23/2018	MID COUNTY AUTO TRUCK & TIRE			
E 101-43100-221	Repair/Maintenance Equipment		\$184.00	34414	P3 TIRES
Total MID COUNTY AUTO TRUCK & TIRE			\$184.00		
Paid Chk# 028016	4/23/2018	MID-COUNTY CO-OP OIL ASSN			
E 101-43100-212	Motor Fuels		\$875.15	42367	DYED DIESEL
E 101-43100-212	Motor Fuels		\$1,275.83	42455	DYED DIESEL
Total MID-COUNTY CO-OP OIL ASSN			\$2,150.98		
Paid Chk# 028017	4/23/2018	MINNESOTA VALLEY TESTING LAB			
E 601-49400-217	Lab Fees		\$93.00	912250	COLIFORM
E 602-49450-217	Lab Fees		\$77.60	913378	NITRATE TESTING
Total MINNESOTA VALLEY TESTING LAB			\$170.60		
Paid Chk# 028018	4/23/2018	MN DEPT OF LABOR & INDUSTRY			
G 101-21721	State Bldg Surcharge Fee		\$380.23		1ST QTR SURCHARGE REPORT
Total MN DEPT OF LABOR & INDUSTRY			\$380.23		
Paid Chk# 028019	4/23/2018	MUNICIPAL DEVELOPMENT GROUP			
E 101-46500-310	Other Professional Services		\$1,596.10	NYA040418	EDC SERVICES

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			Check Amt	Invoice	Comment
Total MUNICIPAL DEVELOPMENT GROUP			\$1,596.10		
Paid Chk#	028020	4/23/2018	NORTH AMERICAN SAFETY INC		
E 602-49450-210	Operating Supplies		\$13.00	34045	GLOVES
Total NORTH AMERICAN SAFETY INC			\$13.00		
Paid Chk#	028021	4/23/2018	NYA TIMES		
E 101-43100-350	Print/Publishing/Postage		\$128.76	586150	SEASONAL
E 101-45200-350	Print/Publishing/Postage		\$128.76	586150	SEASONAL
E 101-41320-350	Print/Publishing/Postage		\$52.92	587780	ORD 298 ANTENNA
E 101-43100-350	Print/Publishing/Postage		\$110.24	588289	SEASONAL
E 101-45200-350	Print/Publishing/Postage		\$47.24	588289	SEASONAL
E 101-42200-350	Print/Publishing/Postage		\$88.00	588290	FIRE TRUCK SALE
Total NYA TIMES			\$555.92		
Paid Chk#	028022	4/23/2018	PRO AUTO & TRANSMISSION REPAIR		
E 101-43100-221	Repair/Maintenance Equipment		\$387.12	0059891	HARBOR BUS
Total PRO AUTO & TRANSMISSION REPAIR			\$387.12		
Paid Chk#	028023	4/23/2018	PRO IRRIGATION		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$200.00	3664	WINTERIZATION BLOW OUT
Total PRO IRRIGATION			\$200.00		
Paid Chk#	028024	4/23/2018	QUILL CORPORATION		
E 101-41400-200	Office Supplies		\$104.98	6131138	PENS, RUBBER BANDS, TONER
E 601-49400-200	Office Supplies		\$5.99	6131138	PENS, RUBBER BANDS, TONER
E 602-49450-200	Office Supplies		\$5.99	6131138	PENS, RUBBER BANDS, TONER
E 101-43100-200	Office Supplies		\$5.99	6131138	PENS, RUBBER BANDS, TONER
E 101-45200-210	Operating Supplies		\$5.99	6131138	PENS, RUBBER BANDS, TONER
Total QUILL CORPORATION			\$128.94		
Paid Chk#	028025	4/23/2018	RUPP, ANDERSON, SQUIRES, PA		
G 812-22100	Escrow Collected		\$1,763.00		VICKERMAN
E 101-41500-304	Legal Fees		\$473.86		MISC ATTY
E 101-41500-304	Legal Fees		\$300.00		PC
E 101-41500-304	Legal Fees		\$16.50		SW
E 101-41500-304	Legal Fees		\$973.50		SEX OFFENDER ORD
E 101-41500-304	Legal Fees		\$630.00		COUNCIL
Total RUPP, ANDERSON, SQUIRES, PA			\$4,156.86		
Paid Chk#	028026	4/23/2018	SMITH OIL CO		
E 601-49400-212	Motor Fuels		\$123.10		
E 602-49450-212	Motor Fuels		\$123.11		
E 251-46331-212	Motor Fuels		\$189.05		
E 101-43100-212	Motor Fuels		\$413.82		
E 101-42200-212	Motor Fuels		\$414.93		FIRE DEPT FUEL
Total SMITH OIL CO			\$1,264.01		
Paid Chk#	028027	4/23/2018	STATE BANK OF HAMBURG		

CITY OF NORWOOD YOUNG AMERICA

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APRIL 2018

			Check Amt	Invoice	Comment
G 101-21716	HSA ACCOUNT		\$453.33		JAUS
	Total STATE BANK OF HAMBURG		\$453.33		
Paid Chk# 028028	4/23/2018	STRACK CONSULTING LLC			
E 101-41320-305	Other Professional Fees		\$600.00	1087	PLANNING CONSULTANT
	Total STRACK CONSULTING LLC		\$600.00		
Paid Chk# 028029	4/23/2018	SUN LIFE ASSURANCE COMPANY			
G 101-21707	Disability Insurance		\$326.29		LONG & SHORT TERM DISABILITY
	Total SUN LIFE ASSURANCE COMPANY		\$326.29		
Paid Chk# 028030	4/23/2018	TECHSTAR IT SOLUTIONS			
E 101-41400-437	Maintenance Contract		\$1,014.00	MSP-7792	MANAGED SERVICES
	Total TECHSTAR IT SOLUTIONS		\$1,014.00		
Paid Chk# 028031	4/23/2018	UNIQUE PAVING MATERIALS CORP			
E 101-43100-224	Street Maint Materials		\$206.25	34862	COLD MIX
	Total UNIQUE PAVING MATERIALS CORP		\$206.25		
Paid Chk# 028032	4/23/2018	UNUM LIFE INSURANCE CO			
G 101-21715	Life Ins		\$50.50	0421562-001 7	
G 101-21715	Life Ins		\$61.46	0421563-001 4	
	Total UNUM LIFE INSURANCE CO		\$111.96		
Paid Chk# 028033	4/23/2018	US POSTAL SERVICE			
E 101-41400-350	Print/Publishing/Postage		\$490.00		STAMPS
	Total US POSTAL SERVICE		\$490.00		
Paid Chk# 028034	4/23/2018	US POSTAL SERVICE			
E 601-49400-350	Print/Publishing/Postage		\$133.09		MAY H2O BILLS
E 602-49450-350	Print/Publishing/Postage		\$133.09		MAY H2O BILLS
E 603-49500-350	Print/Publishing/Postage		\$133.10		MAY H2O BILLS
	Total US POSTAL SERVICE		\$399.28		
Paid Chk# 028035	4/23/2018	VOIGT, TONY			
E 602-49450-406	LICENSES		\$45.00		
E 602-49450-331	Travel/Meeting Expense		\$170.04		
E 601-49400-406	LICENSES		\$23.00		
	Total VOIGT, TONY		\$238.04		
Paid Chk# 028036	4/23/2018	WASTE MANAGEMENT			
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$294.66		GARBAGE
	Total WASTE MANAGEMENT		\$294.66		
Paid Chk# 028037	4/23/2018	XCEL ENERGY			
E 101-45200-381	Electric Utilities		\$19.78		710 RAILROAD ST
E 601-49400-381	Electric Utilities		\$2,270.99		104 3RD AVE SE
E 101-41940-381	Electric Utilities		\$1,127.33		
E 101-42200-381	Electric Utilities		\$273.67		

CITY OF NORWOOD YOUNG AMERICA

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APRIL 2018

		Check Amt	Invoice	Comment
E 101-42500-381	Electric Utilities	\$11.05		
E 101-43100-380	Street Lighting	\$3,367.31		
E 101-43100-381	Electric Utilities	\$416.30		
E 101-45200-381	Electric Utilities	\$346.66		
E 101-45500-381	Electric Utilities	\$670.56		
E 601-49400-381	Electric Utilities	\$564.59		
E 602-49450-381	Electric Utilities	\$3,034.80		
E 101-49860-381	Electric Utilities	\$284.40		
Total XCEL ENERGY		\$12,387.44		
Paid Chk# 028038	4/23/2018	XTREME ELECTRICAL		
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$52.38	18-1432	LIGHT BULBS
Total XTREME ELECTRICAL		\$52.38		
10100 CHECKING		\$156,729.69		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$110,132.04
251 HARBOR / HAVEN	\$13,853.05
601 WATER FUND	\$13,915.73
602 SEWER FUND	\$16,932.77
603 STORM WATER UTILITY	\$133.10
812 Vickerman - 2018 Expansion	\$1,763.00
	\$156,729.69



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: April 23, 2018

RE: Fire Department Resignation – Steven Noll

Steven Noll submitted his resignation from the NYA Fire Department to Chief Zumberge. Steve has been with the Fire Department for 23years. His official last day was March 31, 2018.

We thank Steve for his 23 years on the Norwood Young America Fire Department and we wish him the best.

Suggested Motion:

Motion to accept the resignation of Fire Fighter Steven Noll as of March 31, 2018.



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: April 23, 2018

RE: Fire Department Resignation – Steve Kanduth

Steve Kanduth submitted his resignation from the NYA Fire Department to Chief Zumberge. Steve has been with the Fire Department for 25years. His official last day was March 31, 2018.

We thank Steve for his 25 years on the Norwood Young America Fire Department and we wish him the best.

Suggested Motion:

Motion to accept the resignation of Fire Fighter Steve Kanduth as of March 31, 2018.



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: April 23, 2018

RE: LG214 Premesis Permit Application

The American Legion Post 343 has completed an LG214 Premises Permit Application through the MN Gambling Control Board. The application is for the premises called Northside Grill located at 105 Main Street East (formerly known as Unkle Thirsty's).

The establishment selects the organization that is used to manage gambling, however, City Council approval is required prior to the State of Minnesota approval.

Suggested Motion:

Motion to approve the LG214 Premesis Permit Application for American Legion Post 343.



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: April 23, 2018

RE: Last Call Request for Outdoor Alcohol Sale

Diane Henning, Last Call manager, submitted a letter requesting approval for the sale of alcohol for an outdoor benefit on June 2, 2018 from 3pm – 9pm for Brian Grundahl.

Also requested was approval for an outdoor bar the weekend of Stiftungsfest: August 24 – 26, 2018. There will be a fence, mini-biffs, security for the event, and someone will be checking IDs at the door. This is the same set up as they have done in the past years for Stiftungsfest.

Approval was received by the neighbors of Last Call.

Suggested Motion:

Motion to accept the sale of alcohol outdoors on June 2, 2018, for Last Call.

AND

Motion to accept the sale of alcohol outdoors on August 24 – 26, 2018, for Last Call.



Norwood Young America
310 Elm Street West – P.O. Box

Norwood Young America, MN
Phone: (952) 467-1800
Fax: (952) 467-1818
Website: www.cityofnYA.com

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: April 23, 2018
SUBJECT: Nuisance Abatement - 132 Elm Street East

In respect to the property located at 132 Elm Street E., four letters have been mailed to the property owner, Deborah Matiak, for nuisance violations in the past 12 months. The nuisance violations have been with respect to excessive vehicles, and miscellaneous "junk" as defined by City Code.

Proposed is the City Council consider abating the nuisance items on the subject property. A certified letter dated April 13, 2018, enclosed hereto, was mailed to Ms. Matiak notifying her that since the nuisance violations in question have not been resolved that this matter would proceed to the Council who would consider abating the subject nuisances.

Suggested Possible Motions:

Motion for the City to abate the nuisance violations at 132 Elm Street E. and to access the costs for such to the property owner.

OR

Motion for the City to abate the nuisance violations at 132 Elm Street E. and to access the costs for such to the property owner if the violations are not resolved by _____ 2018.



April 13, 2018

Deborah Matiak
132 Elm Street E.
Norwood Young America, MN 55368

Re: Nuisance Violations - Abatement

Dear Ms. Matiak:

You are hereby notified that the nuisance violations identified in the March 26, 2018 letter have not been resolved at your property located at 132 Elm Street E., Norwood Young America. This was the fourth such letter mailed to you in less than a year. Because you've not complied with resolving the nuisance violations, this matter will now proceed to the City Council who will consider abating the subject nuisances. This will be presented to the City Council at their April 23, 2018 regular meeting. The meeting commences at 6:00 p.m. in the City Council Chambers, 310 Elm St. W., Norwood Young America.

You are cordially invited to attend the April 23rd City Council meeting and will be given an opportunity to address the Council with respect to the nuisance violations.

Enclosed are copies of the nuisance letters that were previously mailed to you, to include the March 26th letter. Also enclosed is an invoice for an Administrative Penalty for not resolving the nuisance violations and bringing your property into compliance. Feel free to contact me with any questions at (952) 467-1805.

Sincerely,


Steven Helget
City Administrator

Norwood Young America



Norwood Young America
310 Elm Street West - PO Box 59
Norwood Young America, MN 55368
Phone: (952) 467-1800
Fax: (952) 467-1818
Website: www.cityofnya.com

April 12, 2017

Deborah Matiak
132 Elm St E
Norwood Young America, MN 55368

Dear Ms. Matiak:

The City has received complaints regarding your property located at 132 Elm Street South in Norwood Young America. A site inspection was performed today, at which time photos were taken and it was verified the property is in violation of the following Sections of the Norwood Young America City Code:

600.02 Public Nuisances Affecting Health.

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

- E. Accumulation of junk, trash, rubbish, manure, refuse, or other debris;

600.04 Public Nuisances Affecting Peace And Safety.

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

- 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;

Upon inspection of the property, the following things need to be taken care of:

- Removal of all junk located in the backyard including couch, toilet, and all other junk items
- Removal of all trash bags

Please remedy the above mentioned issues by noon on April 24, 2017. If the violation is not remedied in the manner described nor a request for appeal filed with the City Administrator by the specified deadline, the City will abate the nuisance and charge all costs incurred against the real estate as a special assessment.

If you have any questions regarding items that need to be removed or any other questions, please feel free to contact me at 952/467-1807. Your cooperation regarding this matter is appreciated.

Sincerely,

Kelly Hayes
City Clerk / Treasurer



May 17, 2017

more than a place, it's home.

Deborah Matiak
132 Elm St E
Norwood Young America, MN 55368

Dear Ms. Matiak:

On April 12, 2017, a nuisance letter was sent to you regarding your property located at 132 Elm Street East in Norwood Young America. On April 24, 2017, I returned your call and granted your request for an extension for getting your property clean. At that time you had agreed that you would have the junk items removed from your property or put in your garage by Friday, May 5, 2017.

Monday, May 8, 2017, I performed a site inspection and had found that some items were removed, but there were other items that were just moved to a different area of your backyard. Because there was noticeably some cleaning that had taken place, I thought that you may be in the process of getting these other items taken care of. Today I performed another site inspection and the items that were on the property on May 8 are still there today (attached are photos from April 10 and May 17).

Because the nuisance was not remedied by the agreed upon date of May 5, you are receiving this nuisance violation letter along with a fine as defined in the City Code Fee Schedule. If this nuisance is not remedied by May 29, 2017, the City will begin abatement procedures as advised by the City Attorney.

Below is a portion of the City Code that is not being followed:

600.02 Public Nuisances Affecting Health.

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

- E. Accumulation of junk, trash, rubbish, manure, refuse, or other debris;

600.04 Public Nuisances Affecting Peace And Safety.

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

- 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;

Upon inspection of the property, the following things need to be taken care of:

- Removal of all "junk items" located in the backyard (see the attached photos)

Norwood Young America

If you have any questions, please contact me at 952/467-1807 or the City Administrator, Steve Helget, at 952/467-1805. Your cooperation regarding this matter is appreciated.

Sincerely,

Kelly Hayes
City Clerk / Treasurer

April 10, 2017



April 10, 2017



Norwood Young America

310 Elm Street West PO Box 59 – Norwood Young America, MN 55368 – (952)467-1800 – www.cityofnva.com



August 3, 2017

more than a place. it's home.

Deborah Matiak
132 Elm St E
Norwood Young America, MN 55368

Dear Ms. Matiak:

The City has received complaints regarding your property located at 132 Elm Street East in Norwood Young America. A site inspection was performed today, at which time photos were taken (reverse side) and it was verified the property is in violation of the following Sections of the Norwood Young America City Code:

600.02 Public Nuisances Affecting Health.

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

- E. Accumulation of junk, trash, rubbish, manure, refuse, or other debris;*
- 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;*

Upon inspection of the property, the following things need to be taken care of:

- Removal of all junk located in the backyard including mattress, window frames/screen and other items piled up against the shed
- Removal of weeds

Please remedy the above mentioned issues by noon on August 15, 2017. If the violation is not remedied in the manner described, nor a request for appeal filed with the City Administrator by the specified deadline, the City will abate the nuisance and charge all costs incurred against the real estate as a special assessment.

Because this is not your first nuisance violation within the last 12 month period (other violations letters were on April 12, 2017 and May 17, 2017), you are also being fined according to the City Code.

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

Norwood Young America

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.*

If you have any questions regarding items that need to be removed or any other questions, please feel free to contact me at 952/467-1807. Your cooperation regarding this matter is appreciated.

Sincerely,

City of Norwood Young America



Norwood Young America

310 Elm Street West PO Box 59 – Norwood Young America, MN 55368 – (952)467-1800 – www.cityofnya.com



March 26, 2018

Deborah Matiak
132 Elm St E
Norwood Young America, MN 55368

Dear Ms. Matiak:

The City has received complaints regarding your property located at 132 Elm Street East in Norwood Young America. A site inspection was performed, at which time photos were taken (on reverse side) and it was verified the property is in violation of the following Sections of the Norwood Young America City Code:

600.02 Public Nuisances Affecting Health.

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

- E. Accumulation of junk, trash, rubbish, manure, refuse, or other debris;

600.04 Public Nuisances Affecting Peace And Safety.

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

- 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;

Section 720.045 Subd. 2 Residential Parking Restrictions. Parking in all residential districts shall be subject to the following requirements:

- Off-street parking in the residential districts shall be on the same lot as the principal building unless otherwise approved by the City Council;
- No more than four (4) vehicles per lawful dwelling unit may be parked or stored anywhere outside on property zoned residential. This maximum does not include guests who do not reside on the property. For purposes of this Chapter, the words "motor vehicle" and "vehicle" shall be defined to mean every vehicle which is self-propelled. The terms "motor vehicle" and "vehicle" do not include an electric personal assistance mobility device or a vehicle moved solely by human power.

Upon inspection of the property, the following things need to be taken care of:

- Removal of junk located in the front of the house. This includes the toys that are stacked up in the boat, the items in the storage trailer and the Christmas decorations and items on the front yard/steps.



Norwood Young America

- Decrease the number of vehicles on the property that are not stored inside the garage. From what I could see, there are currently two boats and four vehicles parked throughout the property. City Code allows for up to 4 vehicles. Also, if there are any vehicles that have expired tabs, the tabs need to be updated.



- Removal of all junk located in the backyard. It is difficult to tell what all of the items are in the backyard, however, it looks as though everything would be considered "junk" except the playground.



Please remedy the above mentioned issues by noon on Friday, April 6, 2018. If the violation is not remedied in the manner described, nor a request for appeal filed with the City Administrator by the specified deadline, the City will abate the nuisance and charge all costs incurred against the real estate as a special assessment. Also, as this is your fourth nuisance violation with the past twelve month period (4/12/17, 5/17/17, 8/3/17), a nuisance fine invoice is enclosed. If this fine is not paid for, the balance, plus interest, will be assessed on your property taxes.

If you have any questions regarding items that need to be removed or any other questions, please feel free to contact me at 952/467-1805. Your cooperation regarding this matter is appreciated.

Sincerely,

Steve Helget
City Administrator

Norwood Young America

310 Elm Street West PO Box 59 – Norwood Young America, MN 55368 – (952)467-1800 – www.cityofnya.com

NUISANCE - 132 ELM ST E

Photos 3/26/18



Photos 4/6/18



Junk in front and back of property has not been removed. Nuisance has not been resolved.



INVOICE

DATE: April 12, 2018
INVOICE #: 2018-37
FOR: Code Enforcement
PID: 58.0142600

BILL TO:
Deb Matiak
132 Elm Street East
NYA, MN 55368

REMIT TO:
City of Norwood Young America
310 Elm Street West - PO Box 59
Norwood Young America, MN 55368

Terms: Payment due upon receipt.

DESCRIPTION	AMOUNT
Code Enforcement Fine	\$200.00
TOTAL	\$200.00

If you have any questions concerning this invoice,
contact Alicia Menzel at 952-467-1800 or at amenzel@cityofnya.com



Norwood Young America
310 Elm Street West – P.O. Box

Norwood Young America, MN
Phone: (952) 467-1800
Fax: (952) 467-1818
Website: www.cityofnya.com

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: April 23, 2018
SUBJECT: Beyond the Yellow Ribbon Proclamation

Crystal Dammann representing the Norwood Young America Beyond the Yellow Ribbon will be present requesting the adoption of the enclosed Proclamation which proclaims May 2018 as Yellow Ribbon Month and May 12th at Yellow Ribbon Day. Crystal will also provide an update on some of the Beyond the Yellow Ribbon Committee's activities.

Suggested Motion:

Motion to adopt Norwood Young America Beyond the Yellow Ribbon Proclamation.

CITY OF NORWOOD YOUNG AMERICA BEYOND THE YELLOW RIBBON PROCLAMATION

WHEREAS, the residents of Norwood Young America live in freedom because of the courage, dedication to duty, and love of country displayed by those who have served and are currently serving in the United States Armed Forces; and

WHEREAS, there are residents of Norwood Young America in the United States Armed Forces who have served or are actively serving throughout the world to protect our state and country; and

WHEREAS, before military deployment and after they return home from active duty, our troops continue to be actively responsible citizens in our communities; and

WHEREAS, service men and women contribute to the growth and development of our city in civil life and military service; and

WHEREAS, their commitment to service inspires all Americans to be grateful for the sacrifices given to keep our Country free.

NOW THEREFORE, BE IT RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby proclaims the month of May 2018 to be Yellow Ribbon Month and May 12, 2018 to be Yellow Ribbon Day.

Adopted by the Norwood Young America City Council this 23rd day of April, 2018.

Carol Lagergren, Mayor
City of Norwood Young America



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

From: Cynthia Smith Strack, Consulting Planner

Date: April 23, 2018

Re: Variance Request: Impervious Surface Coverage in Shoreland Overlay Area
Amendment of Conditional Use Permit: Outdoor Storage

Applicant: Nick Molnau, d.b.a. Molnau Trucking

Subject Property Address: 13050 Stewart Avenue

Property ID: 580130300

Zoning Class: I-1 Light Industrial District

Request: Variance to maximum impervious surface coverage in shoreland overlay district and amendment of conditional use permit to allow additional outdoor storage at the subject site.

BACKGROUND

The Norwood Young America City Council, on March 24, 2014, approved Resolution 2014-11, entitled "Resolution Approving A Conditional Use Permit to Allow Limited Outdoor Storage at 13050 Stewart Avenue".

Nick Molnau d.b.a. Molnau Trucking has filed the following requests:

1. Variance to Section 1240.01, Subd. 5(E)(2)(a) which sets the maximum impervious surface coverage within the shoreland overlay district at twenty-five percent of the lot. The Applicant proposes 34% impervious surface coverage within the shoreland overlay.
2. Amendment of an existing CUP to allow additional outdoor storage and reducing the required height of new or replacement trees to from ten to six feet.

The Council is to take action on each item individually. It is noted the City Code includes the following definition: ***"Impervious Surface. An artificial or natural surface through which water, air, or roots cannot penetrate including roofs, driveways, parking lots, sidewalks and similar hard surfaces"***. The City has in the past considered compacted gravel as an impervious surface.

VARIANCE REQUEST

Section 1240.01, Subd. 5(E)(2)(a) sets the maximum impervious surface coverage within the shoreland overlay district at twenty-five (25) percent of the lot area. The attached survey illustrates 2.59 acres (22%) of existing impervious surface within the shoreland overlay area. The survey illustrates and additional 1.42 acres (12%) of impervious surface are proposed within the shoreland area equaling a total of 4.01 acres (34%)

impervious surface coverage within the shoreland overlay. A total of 11.68 of the 19.07 acre parcel is within the shoreland overlay.

Variances from the literal provisions of the Code may be approved where the strict enforcement of the provisions would cause practical difficulties because of circumstances unique to the property under consideration. Variances should only be considered if the resulting development will be in harmony with the general purpose and intent of the Zoning Ordinance, and consistent with the comprehensive plan. *Practical difficulties* as used in connection with the granting of a variance means that:

1. The property owner proposed to use the property in a reasonable manner not permitted by the zoning ordinance.
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner, and
3. The variance, if granted, will not alter the essential character of the locality.

Variances must also be consistent with the Comprehensive Plan and can't be based solely on economic considerations.

Information on the variance request was been forwarded to the DNR Area Hydrologist for review and comment. The Area Hydrologist did not submit comment pertaining to the request. Consulting staff is unable to conclude the proposed variance is reasonable and not caused by the property owner (i.e. unique to the property). As such a recommendation is being withheld.

The Planning Commission held a public hearing on the variance request on April 3rd. Following the hearing and discussion the PC approved a motion recommending the City Council approve the variance request based on the following findings:

1. The request is an increase of maximum impervious surface coverage within the shoreland overlay district from 25 to 34 percent resulting in a net increase of impervious surface of just over one acre. The variance adding slightly over one acre of impervious surface will not significantly impact the general purpose and intent of the code as it is a relatively small increase in impervious area.
2. The variance is consistent with the comprehensive plan in that the property is guided toward industrial use and the plan places a priority on business development.
3. The proposed impervious surface area is adjacent highway which provides separation of the site and Barnes Lake. The site includes an existing berm which directs stormwater away from the lake.
4. Granting of the variance will not alter the essential character of the adjacent locale as the impervious surface will not alter topography or the existing use of the property.
5. The use of the property is reasonable in that additional structures are not being added, only outdoor storage and compacted gravel.

The DNR has developed guidance for decision makers regarding variances in shoreland areas. Please find additional information attached along with draft minutes from the PC meeting.

Following review and discussion the attached RESOLUTION is provided for consideration.

CONDITIONAL USE PERMIT AMENDMENT REQUEST

The Council approved a conditional use permit to allow outdoor storage at the subject property on March 24, 2014, under Resolution 2014-11. The Applicant proposes the CUP be amended to allow additional outdoor storage and planting of replacement trees of six feet in height versus ten feet in height.

The Planning Commission held a public hearing on the request and made a recommendation the Council conditionally approve the amendment contingent on the following items:

1. Review and approval by the Minnesota Department of Transportation If more than seventy (70) trucks are to operate from the site and/or other issues arise as determined by MnDOT.
2. Maintenance of perimeter lot screening placed on constructed berms and planting of additional trees on the most recently constructed segment of berm, and replacement of vegetation as needed or directed by the City. At a minimum vegetation replacement species shall be substantially similar to species currently existing. Replacement vegetation shall be a minimum of six (6) feet in height.
3. The approval specifically authorizes accessory outdoor storage at the subject property. Said outdoor storage is strictly limited to the following:
 - A. The combined maximum combined area for outdoor storage and impervious surface coverage on the entire site, in aggregate is limited to 5.03 acres. Maximum impervious surface coverage within the shoreland overlay district is limited to 4.01 acres.
 - B. The only items that may be stored outdoors are identified in Attachment A. No junk vehicles, engine parts, or equipment not being utilized as part of the business shall be parked outdoors at the site.
 - C. The entire area where outdoor storage is allowed shall be continuously surfaced with a minimum of four inches of Class 5 gravel or red rock.
 - D. The entire area where outdoor storage is allowed shall be maintained free of grass, weeds, trees, etc. at all times. The intent of this condition is to completely eradicate any potential the growth of weeds, grass, or other vegetative materials under, around, or between items stored on the site.
 - E. The entire area where outdoor storage is allowed shall be maintained in a dust-free state at all times.
 - F. The property owner shall provide the City, upon written request, an inventoried list of the items stored out of doors at the site. The inventoried list may include but is not limited to information regarding: the license plate numbers for all dump trucks, semi trucks, and snow trucks; type of equipment; the purpose for which it is used; whether or not the item is fully operational; and whether or not the item is currently licensed. In the event of a disagreement over the definition of equipment allowed to be stored on-site, the CUP holder shall physically appear before the Planning Commission to address said disagreement or remove the item/debris in question from the site within seven (7) days of the mailing of a written notice. The Planning Commission shall determine whether or not the item/debris in question may be stored on site.
 - G. Items such as personal property, personal equipment, other persons property, miscellaneous equipment parts, tires, barrels, batteries, other containers, culverts, pipes, contractor trailers, brush, tree parts, horse, stock, or travel trailers, campers, unlicensed passenger vehicles, buses, agricultural equipment, portions of heavy construction equipment, heavy construction equipment exceeding its normal lifecycle, or similar items are expressly prohibited from being stored out of doors at the site.
 - H. All equipment stored on site shall be owned and/or leased by the property owner and related to the contractor operation conducted at the site.
 - I. Construction equipment stored on the site shall be in operable condition or undergoing minor repair.

- J. One fuel dispensing and containment system may be installed out of doors, on site provided a maximum of four tanks are allowed (i.e. one of each of the following capacities: 10,000 gallons, 2,000 gallons, 1,000 gallons, and 500 gallons). A building permit is required prior to establishment of the containment system. Prior to building permit issuance the Applicant shall submit evidence of review/approval by the Minnesota Pollution Control Agency, and the containment system shall be approved by the NYA Fire Marshal. Tanks are limited to storage of various grades of diesel fuel.
 - K. Storage of used oil, petroleum products, or hazardous material is prohibited except as approved by the City Building Official. If permitted by the Building Official storage of used oil, other petroleum products, or hazardous material shall only be allowed indoors.
 - L. A maximum of eleven (11) concrete bunkers for storage of retail landscape materials e.g. rock material, wood chips, concrete sand, etc. are allowed on site at one time. Landscape material stored on site shall be limited to processed materials such as washed products, treated products, crushed and sized concrete or bituminous aggregate, sorted organic aggregate material, washed and sized rocks, boulders, pulverized top soil, and chipped wood/organic mulch. Materials shall be processed at a different location and delivered to the site as a finished, processed product. Outdoor storage of non-processed materials including, but not limited to, concrete masses or portions thereof exceeding three (3) inches in diameter, unsorted or unsifted top soil, top soil containing roots, rocks, or grass, sod, leaves, logs, bituminous masses or portions thereof exceeding three (3) inches in diameter, and non-washed/sorted rock is specifically and strictly prohibited.
 - M. Red rock may be stored on-site outdoors independent of the aforementioned bunkers provided the total volume does not exceed one-thousand (1,000) cubic yards and that the storage pile is not in any way visible from any point within the Highway 212 right of way.
 - N. Salt/sand may be stored on site temporarily provided it is stored within the aforementioned bunkers, it is covered at all times, and it is between November 1 and April 30th.
4. Review and approval of the proposed expanded impervious surface area and wetland buffers by the Carver County Water Management Organization.
 5. This approval is applicable only to the property at 13050 Stewart Avenue.
 6. This approval shall expire one year after date of approval unless the Applicants have commenced operation of the Use on-site.
 7. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
 8. The permit shall be subject to annual inspection and audit by the City.
 9. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Section 1210.06, Subd. 5 "Revocation of Conditional Use Permits" of the Zoning Ordinance.
 10. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.
 11. The Use permitted under this Resolution may change to a permitted use in the I-1 District without further action by the City Council; however the Use may not change to another conditional use without a new application and approval by the City Council.
 12. An increase in the area used for outdoor storage; an increase in the number, size, or volume of items stored outdoors, or a change in the type of outdoor storage shall require amendment of this conditional use permit.


13. The Property Owner grants a right of reasonable access to the property for purposes of inspection and/or Conditional Use Permit auditing.

Following review and discussion the attached resolution is available for consideration.

Planning and Zoning Application

421

City of Norwood Young America
310 Elm St. W, PO Box 59
Norwood Young America, MN 55368
Phone: (952) 467-1800 Fax: (952) 467-1818

Applicant's Name <i>Mohau Trucking LLC</i>		Telephone Home <i>952-467-2292</i> Work/Cell <i>952-240-0689 Cell</i>	
Address (Street, City, State, ZIP) <i>13050 Stewart Ave Norwood MN 55368</i>			
Property Owner's Name (If different from above) <i>Mohau Properties</i>		Telephone Home <i>952-467-2292</i> Work/Cell	
Location of Project <i>13050 Stewart Ave, Norwood, MN 55368</i>			
Legal Description			
Description of Request (Attach separate sheet, if necessary) <i>Amend CUP for outside storage with installation of new berm w/ 16' trees on new berm. 700/10 = 70 new parking stalls. South side of berm to be graded w/ Class 5 as needed</i>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Proposed Action(s): Check all that apply</p> <p><input type="checkbox"/> Annexation \$300.00</p> <p><input type="checkbox"/> Application for Appeal \$150.00</p> <p><input type="checkbox"/> City Code Amendment \$250.00</p> <p><input type="checkbox"/> Parking Reduction \$100.00</p> <p><input type="checkbox"/> CUP/IUP \$200.00 (Residential)</p> <p><input checked="" type="checkbox"/> CUP/IUP \$300.00 (Non Residential)</p> <p><input type="checkbox"/> Variance \$200.00 (Residential)</p> <p><input type="checkbox"/> Variance \$300.00 (Non Residential)</p> <p><input type="checkbox"/> Lot Split \$200.00</p> <p><input checked="" type="checkbox"/> Public Hearing Notice \$75.00</p> </div> <div style="width: 35%;"> <p><input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow</p> <p><input type="checkbox"/> Sketch Plat \$200.00 + Escrow</p> <p><input type="checkbox"/> Site Plan \$300.00 + Escrow</p> <p><input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow</p> <p><input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow</p> <p><input type="checkbox"/> PUD Final Plan \$300.00 + Escrow</p> <p><input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow</p> <p><input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow</p> <p><input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow</p> <p><input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow</p> </div> <div style="width: 30%;"> <p><input type="checkbox"/> Storm Water Plan \$250.00</p> <p><input type="checkbox"/> Rezoning \$350.00</p> <p><input type="checkbox"/> Street/Alley Vacation \$150.00</p> <p><input type="checkbox"/> Zoning Text Amendment \$300.00</p> <p><input checked="" type="checkbox"/> Recording Fee \$46.00</p> <p><input type="checkbox"/> Boundary Line Adjustment \$100.00</p> <p><input type="checkbox"/> Other _____</p> </div> </div>			
<p>ALL ESCROW MUST BE PAID BY CERTIFIED CHECK</p> <p>Escrow Deposit \$2,000.00</p> <p>Escrow Deposit - Site Plan Review: \$15,000 (Tacoma West Industrial Park), \$5,000.00 (All other site plan reviews)</p> <p>Escrow Deposit - Development Review (paid at Sketch Plan): \$10,000.00</p> <p>ALL PLANNING & ZONING APPLICATION FEES ARE IN ADDITION TO LEGAL, ENGINEERING AND ASSOCIATED COSTS.</p> <p>*APPLICATIONS WILL BE PROCESSED ONLY IF ALL REQUIRED ITEMS ARE SUBMITTED*</p>			
The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of Chapter 11 and Chapter 12 of the City Code and other applicable ordinances.			
Applicant's Signature: 		Date <i>11-8-17</i>	
Fee Owner's Signature:		Date	
For Office Use Only			
Accepted By:	Amount	Date	

820 Ft of New Barn
6ft trees on top of Barn

Google Maps

13050 Stewart Ave

700ft

120ft

New Barn

13050 Stewart Ave

Remain

Google

Imagery ©2017 Google, Map data ©2017 Google 50 ft

Mohau trucking

Google



RESOLUTION NO. 2014-11

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW LIMITED OUTDOOR STORAGE AT 13050 STEWART AVENUE

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

WHEREAS, the City of Norwood Young America requires a conditional use permit for outdoor storage, a proposed subordinate accessory use, in the I-1, Light Industrial District; and

WHEREAS, Molnau Trucking, (the "Applicant") has applied for a conditional use permit to allow limited outdoor storage (the "Use") at 13050 Stewart Avenue, in Norwood Young America (the "Property") in conjunction with use of the property for a Trucking operation; and

WHEREAS, the City of Norwood Young America Planning Commission held a public hearing to consider the Applicants' request for the conditional use permit during the regular meeting on February 18, 2014; and

WHEREAS, the Planning Commission considered public input and reviewed the request during the regular meeting on March 18, 2014; and

WHEREAS, the Planning Commission recommended the City Council approve the request contingent on several limiting conditions; and,

WHEREAS, the City Council reviewed the request during the March 24 regular City Council meeting.

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

1. The Applicant has requested a Conditional Use Permit for limited outdoor storage at 13050 Stewart Avenue in the I-1 Light Industrial District.
2. Contractor operations are a permitted use in the I-1 District, accessory outdoor storage is a conditional use in the same district.
3. The use is consistent with goals, policies and objectives of the Comprehensive Plan and the future land use map and urban growth boundary contained in the 2008 NYA Comprehensive Plan.
4. The outdoor storage accessory use will not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements, subject to certain conditions listed below.
5. The outdoor storage accessory use will not have an undue impact on the public health safety or welfare, subject to certain conditions listed below.
6. The outdoor storage accessory use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
7. The outdoor storage accessory use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
8. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves the Applicants' request for a conditional use permit to allow limited outdoor storage, on the subject property, subject to the following conditions:

1. Approval of a VARIANCE from 1210.06 Conditional Use Permits, Subd. 3(B)11(b) which requires: *"All raw materials, supplies, finished or semi-finished products and equipment shall be stored within a completely enclosed building, provided, however, that motor vehicles necessary to the operation of the principal use and of not more than three-quarter ton capacity may be stored within the permitted parking lot space"*.
2. Annexation of the Property into the City, and zoning of the Property to I-1, Light Industrial.
3. Connection to municipal services within one (1) year of when they are extended to and become available to the Property.
4. Maintenance of perimeter lot screening reasonably similar to that existing as of the date of approval and as illustrated in a memo from the Consulting Planner dated February 3, 2014. Vegetation on the berming shall be replaced as needed or directed by the City. At a minimum vegetation replacement species shall be substantially similar to species currently existing. Replacement vegetation shall be a minimum of ten (10) feet in height.
5. The approval specifically authorizes accessory outdoor storage at the subject property. Said outdoor storage is strictly limited to the following:
 - A. The combined maximum combined area for outdoor storage consists of approximately two acres and is illustrated in Exhibit A attached hereto.
 - B. The only items that may be stored outdoors are identified in Exhibit B. No junk vehicles, engine parts, or equipment not being utilized as part of the business shall be parked outdoors at the site.
 - C. The entire area where outdoor storage is allowed shall be continuously surfaced with a minimum of four inches of Class 5 gravel or red rock.
 - D. The entire area where outdoor storage is allowed shall be maintained free of grass, weeds, trees, etc. at all times. The intent of this condition is to completely eradicate any potential the growth of weeds, grass, or other vegetative materials under, around, or between items stored on the site.
 - E. The entire area where outdoor storage is allowed shall be maintained in a dust-free state at all times.
 - F. The property owner shall provide the City, upon written request, an inventoried list of the items stored out of doors at the site. The inventoried list may include but is not limited to information regarding: the license plate numbers for all dump trucks, semi-trucks, and snow trucks; type of equipment; the purpose for which it is used; whether or not the item is fully operational; and whether or not the item is currently licensed. In the event of a disagreement over the definition of equipment allowed to be stored on-site, the CUP holder shall physically appear before the Planning Commission to address said disagreement or remove the item/debris in question from the site within

seven (7) days of the mailing of a written notice. The Planning Commission shall determine whether or not the item/debris in question may be stored on site.

- G. Items such as personal property, personal equipment, other persons property, miscellaneous equipment parts, tires, barrels, batteries, other containers, culverts, pipes, contractor trailers, brush, tree parts, horse, stock, or travel trailers, boats, campers, unlicensed passenger vehicles, buses, agricultural equipment, portions of heavy construction equipment, heavy construction equipment exceeding its normal lifecycle, or similar items are expressly prohibited from being stored out of doors at the site.
- H. All equipment stored on site shall be owned and/or leased by the property owner and related to the contractor operation conducted at the site.
- I. Construction equipment stored on the site shall be in operable condition or undergoing minor repair.
- J. One fuel dispensing and containment system may be installed out of doors, on site provided a maximum of four tanks are allowed (i.e. one of each of the following capacities: 10,000 gallons, 2,000 gallons, 1,000 gallons, and 500 gallons). A building permit is required prior to establishment of the containment system. Prior to building permit issuance the Applicant shall submit evidence of review/approval by the Minnesota Pollution Control Agency, and the containment system shall be approved by the NYA Fire Chief. Tanks are limited to storage of various grades of diesel fuel.
- K. Storage of used oil, petroleum products, or hazardous material is prohibited except as approved by the City Building Official. If permitted by the Building Official storage of used oil, other petroleum products, or hazardous material shall only be allowed indoors.
- L. A maximum of eleven (11) concrete bunkers for storage of retail landscape materials e.g. rock material, wood chips, concrete sand, etc. are allowed on site at one time. Landscape material stored on site shall be limited to processed materials such as washed products, treated products, crushed and sized concrete or bituminous aggregate, sorted organic aggregate material, washed and sized rocks, boulders, pulverized top soil, and chipped wood/organic mulch. Materials shall be processed at a different location and delivered to the site as a finished, processed product. Outdoor storage of non-processed materials including, but not limited to, concrete masses or portions thereof exceeding three (3) inches in diameter, unsorted or unsifted top soil, top soil containing roots, rocks, or grass, sod, leaves, logs, bituminous masses or portions thereof exceeding three (3) inches in diameter, and non-washed/sorted rock is specifically and strictly prohibited.
- M. Red rock may be stored on-site outdoors independent of the aforementioned bunkers provided the total volume does not exceed one-thousand (1,000) cubic yards and that the storage pile is not in any way visible from any point within the Minnesota Highway 212 right of way.
- N. Salt/sand may be stored on site temporarily between the period of November 1 and April 30 provided it is stored within the aforementioned bunkers and is covered at all times.

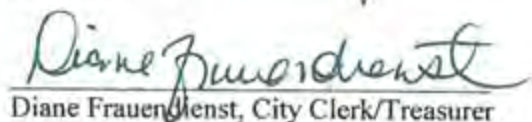
6. This approval is applicable only to the property at 13050 Stewart Avenue.
7. This approval shall expire one year after date of approval unless the Applicants have commenced operation of the Use on-site.
8. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
9. The permit shall be subject to annual inspection and audit by the City. The owner shall provide the City with reasonable access to the property for inspection.
10. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Section 1210.06, Subd. 5 "Revocation of Conditional Use Permits" of the Zoning Ordinance.
11. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.
12. The Use permitted under this Resolution may change to a permitted use in the I-1 District without further action by the City Council; however the Use may not change to another conditional use without a new application and approval by the City Council.
13. An increase in the area used for outdoor storage; an increase in the number, size, or volume of items stored outdoors, or a change in the type of outdoor storage shall require amendment of this conditional use permit.
14. The Property Owner grants a right of reasonable access to the property for purposes of inspection and/or Conditional Use Permit auditing.
15. Conformance to recommendations from the Minnesota Department of Transportation and the City Engineer relative to ingress and egress to TH212 and other transportation and access issues.

Adopted by the City Council this 24th day of March 2014.



Mayor

ATTEST:



Diane Frauenhienst, City Clerk/Treasurer

Attached to NYA City Council Resolution No. 2014-11 Entitled 'A Resolution Approving a Conditional Use Permit to allow Limited Outdoor Storage at 13050 Steward Avenue.

Outdoor storage area limited to confines of this yellow polygon. This area is approximately two (2) acres. Employee and public passenger automobile parking is exempt from this storage area and shall be established near the principal structure. Any change which increases this storage area to greater than two (2) acres or results in the storage of any item beyond the confines of this outdoor storage area shall require an amendment of the conditional use permit.

EXHIBIT A (NYA RESOLUTION NO. 2014-11)

March 13, 2014

MOLNAU TRUCKING LLC EQUIPMENT LIST FOR CUP AND VARIANCE
LOCATED AT 13050 STEWART AVE, NYA, MN 55368

All items on said property will pertain to operations of MT LLC. This list has been prepared to help clarify any questions pertaining to CUP / Variance applications for NYA Planning a Zoning Board, City Council and any parties pertaining to this matter.

Dump trucks, semi tractors, semi trailers, motor graders, company owned autos and construction equip attachments

Single axle plow trucks, wheel loaders, bobcats and all corresponding attachments for snow removal operations

All equipment will pertain to the operations of MT LLC and no personal property will be stored at location

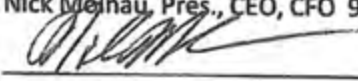
Processed material ie: sand/gravel/mulch/pulverized black dirt/salt-sand and washed rock products that would be used on instillation of new landscaping

MT LLC would like to inform parties we do not process material at this location ie: no concrete piles

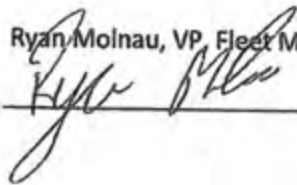
Our goal is to confine all equip and material stored outside to designated screened area to minimize visual pollution of surrounding areas

In conclusion MT LLC employees and personnel hope this letter will clarify questions about our operations and our plans for this property. If you have any questions re this matter or re our company policies, please feel free to contact any of us.

Nick Molnau, Pres., CEO, CFO 952-240-0689



Ryan Molnau, VP Fleet Maintenance 952-836-5414



Anna Molnau, VP, Treasure 952-240-0688

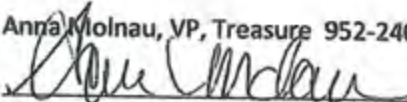
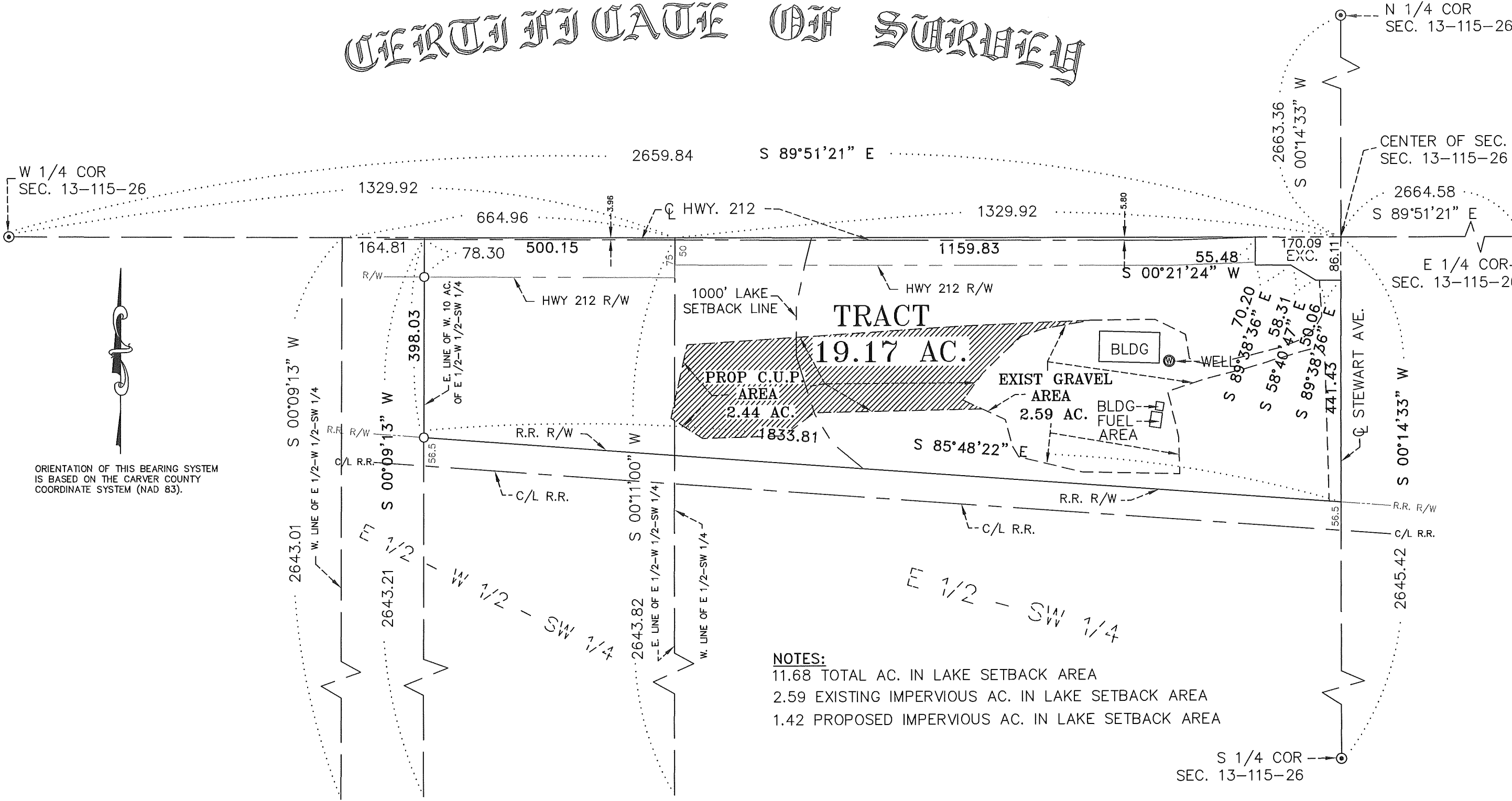


EXHIBIT B: NYA RESOLUTION 2014-11

Exhibit B is hereby attached to NYA City Council Resolution 2014-11 which is Entitled 'A Resolution Approving a Conditional Use Permit to Allow Limited Outdoor Storage at 13050 Stewart Avenue'.

CERTIFICATE OF SURVEY



NOTES:
11.68 TOTAL AC. IN LAKE SETBACK AREA
2.59 EXISTING IMPERVIOUS AC. IN LAKE SETBACK AREA
1.42 PROPOSED IMPERVIOUS AC. IN LAKE SETBACK AREA

<p>I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.</p> <p><i>[Signature]</i></p> <p>_____ AVERY GROCHOW, LS DATE <u>2/1/18</u> REGISTRATION NO. <u>15475</u> REVISED: <u>3/7/18</u></p>	<p>LAND SURVEY FOR MOLNAU TRUCKING PART OF SW 1/4 SEC. 13, T115, R26 YOUNG AMERICA TOWNSHIP CARVER COUNTY, MINNESOTA</p> <p>● DENOTES CARVER CO. MONUMENT ● DENOTES IRON PIPE FOUND ○ DENOTES IRON PIPE SET BY RLS NO. 15475 SCALE: 1 INCH = 200 FEET</p> <p>Feb., 2018</p>	<p>SIBLEY SURVEYORS, INC. GAYLORD, MINNESOTA</p> <p><i>[Logo]</i></p> <p>FILE NO. 3354</p>
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5. Public Hearings.

A. Molnau Trucking: Variance (Impervious Surface within Shoreland Overlay) and Conditional Use Permit (Outdoor Storage) Amendment.

Chairperson Heher introduced the agenda topic pertaining to variance and conditional use permit amendment for Molnau Trucking. Heher explained the public hearing process. Heher noted that after he opened the public hearing he would request staff provide background information, he would then allow the Applicant and/or Applicant's Representatives an opportunity to speak. He would then allow Commissioners to seek clarification of the request. Heher stated he would then ask for public comments for or against the proposed action. The hearing would then be closed and additional Commissioner questions/comments would be addressed. Heher noted action on the items would be taken during the business portion of the meeting. Heher opened the public hearing pertaining to the variance and conditional use permit amendment requests at 6:04 p.m.

Strack stated the Applicant requests a variance to maximum impervious surface area within the shoreland overlay district. Section 1240.01, Subd. 5(E)(2)(a) sets the maximum impervious surface coverage within the shoreland overlay district at twenty-five (25) percent of the lot area. The Applicant requests maximum impervious surface coverage within the shoreland overlay area of thirty-four (34) percent. In addition the Applicant requests amendment of an existing conditional use permit approved as City of Norwood Young America Resolution 2014-11 to allow for expanded impervious surface coverage and installation of berm vegetation at a height of six (6) feet rather than ten (10) feet.

Strack noted the requests were applicable to Property Number 580130300 addressed as 13050 Stewart Avenue and zoned I-1 Light Industrial District.

Impervious surface is defined in the City Code as "An artificial or natural surface through which water, air, or roots cannot penetrate including roofs, driveways, parking lots, sidewalks, and similar hard surfaces". Strack noted the City has traditionally considered compacted gravel as an impervious surface.

Strack stated the maximum impervious surface coverage within the shoreland overlay district is twenty-five percent. Wetland buffers also apply to the proposed additional impervious surface and are dependent on wetland functional value.

Strack referenced a certificate of survey included in the planning packet which illustrates 2.59 acres (22%) of existing impervious surface within the shoreland overlay area. The survey illustrates and additional 1.42 acres (12%) of impervious surface are proposed within the shoreland area equaling a total of 4.01 acres (34%) impervious surface coverage within the shoreland overlay. A total of 11.68 of the 19.07 acre parcel is within the shoreland overlay.

Variances from the literal provisions of the code may be approved where the strict enforcement of the provisions would cause practical difficulties because of circumstances unique to the property under consideration. Variances should only be considered if the resulting development will be in harmony with the general purpose and intent of the zoning code, and consistent with the comprehensive plan. *Practical difficulties* as used in connection with the granting of a variance means that:

1. The property owner proposed to use the property in a reasonable manner not permitted by the zoning ordinance.
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner, and

3. The variance, if granted, will not alter the essential character of the locality.

Variances must also be consistent with the Comprehensive Plan and can't be based solely on economic considerations.

Strack noted the Applicant was asked to state in application materials why the request is based on the uniqueness of the property and not something wanted by the property owner.

Strack stated information on the variance and CUP amendment request was forwarded to the DNR Area Hydrologist for review and comment. The Area Hydrologist withheld comment on the request.

Strack stated the hearing notice was published, posted, and mailed to property owners within 350 feet of the subject property. No comments for or against the requests have been received.

Heher stated he reviewed previous meeting minutes and noted five items were asked to be illustrated on the certificate of survey. Two of those items were the location of an existing berm and wetlands. Strack noted wetlands were indeed not illustrated, however, the berm was illustrated on a previous version of the Survey.

Nick Molnau stated the northern boundary of the shaded area representing proposed impervious surface corresponded with the existing berm.

Planning Commission Member Mike Eggers noted the existing conditional use permit allows for several bunkers for storage of materials. No bunkers were currently located on site. Eggers inquired as to whether or not Molnau would consider returning the area dedicated for bunkers to a turf surface. Molnau declined noting the space allocated for the bunkers was being used for parking.

Eggers inquired as to how many trucks were stored on site at this time. Molnau stated 34 fleet trucks were stored on site at this time. Eggers inquired as to how many trucks would be stored on site if the CUP was amended to allow for additional storage. Molnau stated he would double the fleet size to 70 trucks. Eggers inquired as to a timeline for expansion of the outdoor storage. Molnau noted it would be phased in as he was concerned about needing to contain stormwater on site with ponding.

Lagergren inquired as to spacing of trees on the berm. Strack noted the code didn't specify distance between plantings. Strack noted the Applicant was seeking to decrease the height of new plantings from a minimum of ten (10) feet to a minimum of six (6) feet. Molnau stated he would plant trees every fifteen (15) to twenty (20) feet.

Heher asked Molnau why he extended the length of the berm without consulting the City. Molnau stated the topsoil was available and he viewed it as a landscaping project.

Heher inquired as to what entity determines the wetland functional value. Strack stated the CCWMO has assigned functional values to several wetlands and opined functional classes for wetlands on the site were available. Molnau stated the wetlands on site were 'high' value and a fifty (50) foot buffer was applicable.

Lagergren requested information on the status of and plans for the extended berm. Molnau stated he had no plans to change the berm but would be adding screening.

Heher asked Strack if she had additional input. Strack asked Molnau why the variance request was unique to the property and not something he had created. Molnau did not provide a response noting he had been awake for several hours.

Eggers asked Molnau if he had discussed the expansion of his fleet with the Minnesota Department of Transportation. Anna Molnau noted she had spoke with MnDOT Representatives when the business opened and the DOT noted the impact was not relevant as the operation was not directly accessing a highway. Strack noted she had corresponded with MnDOT regarding the expansion. The DOT did not have comment but indicated if issues arose in the future or the fleet was further expanded, additional dialogue may be pursued.

Norwood Young America Resident Tina Diedrick spoke in favor of the requests.

Motion – Lagergren to close the public hearing. Second by Eggers. With all in favor the hearing was closed at 6:30 p.m.

6. Old Business.

A. Molnau Trucking: Variance (Impervious Surface within Shoreland Overlay) and Conditional Use Permit (Outdoor Storage) Amendment.

Heher introduced the agenda item for discussion. Heher referenced an impervious surface fact sheet and a “Formula for Variance Findings” shoreland and floodplain variance guidance series form produced by the Minnesota DNR which were included in the packet.

Strack noted her review memo did not include potential findings for or against the variance request and that consulting staff was unable to conclude the proposed variance is reasonable and not caused by the property owner (i.e. unique to the property). As such a recommendation was withheld. She noted she had recommended several times the Applicant provide information with the application representing why the request was based on the uniqueness of the property and not something simply wanted by the property owner. The Applicant didn’t include any information with the application.

Lagergren opined an increase from 25 to 34 percent resulted in a net increase of impervious surface of just over one acre.

Heher suggested the Commission reference the “Formula for Variance Findings” included in the packet.

Heher inquired as to the purpose of the limit on impervious surface coverage. Strack noted the standard related to preserving/enhancing surface water quality through improved stormwater management techniques. She noted Barnes Lake was a ‘natural environment lake’ the highest value lake classification.

Lagergren opined the proposed variance adding slightly over one acre of impervious surface would not significantly impact the general purpose and intent of the code because it was a relatively small increase in area.

Lagergren opined the variance was consistent with the comprehensive plan in that the property was guided toward industrial use and the plan placed a priority on business development.

Lagergren alluded to unique circumstances on site including adjacent highway providing separation of the site and the Barnes Lake and an existing berm directing stormwater away from the lake.

Lagergren suggested the granting of the variance would not alter the essential character of the adjacent locale because the impervious surface was not altering topography or the existing use of the property.

Lagergren suggested the use of the property was reasonable in that additional structures were not being added, only outdoor storage and compacted gravel.

Grundahl supported Lagergren's opinions as did Hallquist and Eggers.

Motion – Eggers to recommend the City Council approve the variance request for maximum impervious surface coverage within shoreland of 34 percent, based on Lagergren's findings. Second by Lagergren. Motion carried 5:0.

Strack noted if the Commission was to consider a recommendation the City Council approve an amendment to the existing CUP specific standards pertaining to impervious surface coverage, minimum height of new/replacement tree plantings, and review by the CCWMO be included. Strack referenced potential conditions which were included in the packet memo as:

1. Review and approval by the Minnesota Department of Transportation if additional traffic to and from the site is proposed.
2. Maintenance of perimeter lot screening reasonably similar to that existing as of the date of approval. Vegetation on the berming shall be replaced as needed or directed by the City. At a minimum vegetation replacement species shall be substantially similar to species currently existing. Replacement vegetation shall be a minimum of six (6) feet in height.
3. The approval specifically authorizes accessory outdoor storage at the subject property. Said outdoor storage is strictly limited to the following:
 - A. The combined maximum combined area for outdoor storage and impervious surface coverage is limited to 4.01 acres.
 - B. The only items that may be stored outdoors are identified in Attachment A. No junk vehicles, engine parts, or equipment not being utilized as part of the business shall be parked outdoors at the site.
 - C. The entire area where outdoor storage is allowed shall be continuously surfaced with a minimum of four inches of Class 5 gravel or red rock.
 - D. The entire area where outdoor storage is allowed shall be maintained free of grass, weeds, trees, etc. at all times. The intent of this condition is to completely eradicate any potential the growth of weeds, grass, or other vegetative materials under, around, or between items stored on the site.
 - E. The entire area where outdoor storage is allowed shall be maintained in a dust-free state at all times.
 - F. The property owner shall provide the City, upon written request, an inventoried list of the items stored out of doors at the site. The inventoried list may include but is not limited to information regarding: the license plate numbers for all dump trucks, semi trucks, and snow trucks; type of equipment; the purpose for which it is used; whether or not the item is fully

operational; and whether or not the item is currently licensed. In the event of a disagreement over the definition of equipment allowed to be stored on-site, the CUP holder shall physically appear before the Planning Commission to address said disagreement or remove the item/debris in question from the site within seven (7) days of the mailing of a written notice. The Planning Commission shall determine whether or not the item/debris in question may be stored on site.

- G. Items such as personal property, personal equipment, other persons property, miscellaneous equipment parts, tires, barrels, batteries, other containers, culverts, pipes, contractor trailers, brush, tree parts, horse, stock, or travel trailers, campers, unlicensed passenger vehicles, buses, agricultural equipment, portions of heavy construction equipment, heavy construction equipment exceeding its normal lifecycle, or similar items are expressly prohibited from being stored out of doors at the site.
 - H. All equipment stored on site shall be owned and/or leased by the property owner and related to the contractor operation conducted at the site.
 - I. Construction equipment stored on the site shall be in operable condition or undergoing minor repair.
 - J. One fuel dispensing and containment system may be installed out of doors, on site provided a maximum of four tanks are allowed (i.e. one of each of the following capacities: 10,000 gallons, 2,000 gallons, 1,000 gallons, and 500 gallons). A building permit is required prior to establishment of the containment system. Prior to building permit issuance the Applicant shall submit evidence of review/approval by the Minnesota Pollution Control Agency, and the containment system shall be approved by the NYA Fire Marshal. Tanks are limited to storage of various grades of diesel fuel.
 - K. Storage of used oil, petroleum products, or hazardous material is prohibited except as approved by the City Building Official. If permitted by the Building Official storage of used oil, other petroleum products, or hazardous material shall only be allowed indoors.
 - L. A maximum of eleven (11) concrete bunkers for storage of retail landscape materials e.g. rock material, wood chips, concrete sand, etc. are allowed on site at one time. Landscape material stored on site shall be limited to processed materials such as washed products, treated products, crushed and sized concrete or bituminous aggregate, sorted organic aggregate material, washed and sized rocks, boulders, pulverized top soil, and chipped wood/organic mulch. Materials shall be processed at a different location and delivered to the site as a finished, processed product. Outdoor storage of non-processed materials including, but not limited to, concrete masses or portions thereof exceeding three (3) inches in diameter, unsorted or unsifted top soil, top soil containing roots, rocks, or grass, sod, leaves, logs, bituminous masses or portions thereof exceeding three (3) inches in diameter, and non-washed/sorted rock is specifically and strictly prohibited.
 - M. Red rock may be stored on-site outdoors independent of the aforementioned bunkers provided the total volume does not exceed one-thousand (1,000) cubic yards and that the storage pile is not in any way visible from any point within the Highway 212 right of way.
 - N. Salt/sand may be stored on site temporarily provided it is stored within the aforementioned bunkers, it is covered at all times, and it is between November 1 and April 30th.
4. This approval is applicable only to the property at 13050 Stewart Avenue.

5. This approval shall expire one year after date of approval unless the Applicants have commenced operation of the Use on-site.
6. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
7. The permit shall be subject to annual inspection and audit by the City.
8. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Section 1210.06, Subd. 5 “Revocation of Conditional Use Permits” of the Zoning Ordinance.
9. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.
10. The Use permitted under this Resolution may change to a permitted use in the I-1 District without further action by the City Council; however the Use may not change to another conditional use without a new application and approval by the City Council.
11. An increase in the area used for outdoor storage; an increase in the number, size, or volume of items stored outdoors, or a change in the type of outdoor storage shall require amendment of this conditional use permit.
12. The Property Owner grants a right of reasonable access to the property for purposes of inspection and/or Conditional Use Permit auditing.

Strack reiterated the potential to add a requirement pertaining to review by the CCWMO.

The Commission discussed the volume of outdoor storage and impervious surface coverage. The Commission noted the total maximum impervious surface coverage allowed within the shoreland overlay district was to be capped at 4.01 acres. The total surface coverage on the entire lot, including that external to the overlay was 5.03 acres.

Motion – Lagergren to recommend the City Council approve a conditional use permit amendment to specifically allow maximum impervious surface coverage within the shoreland overlay district of 4.01 acres, maximum impervious surface coverage on the entire site of 5.03 acres, minimum height of replacement plantings of six (6) feet, and required review of the proposed expanded impervious surface by the CCWMO. Second by Eggers. Motion carried 5:0



Carver County GIS, 2014 Pictometry International

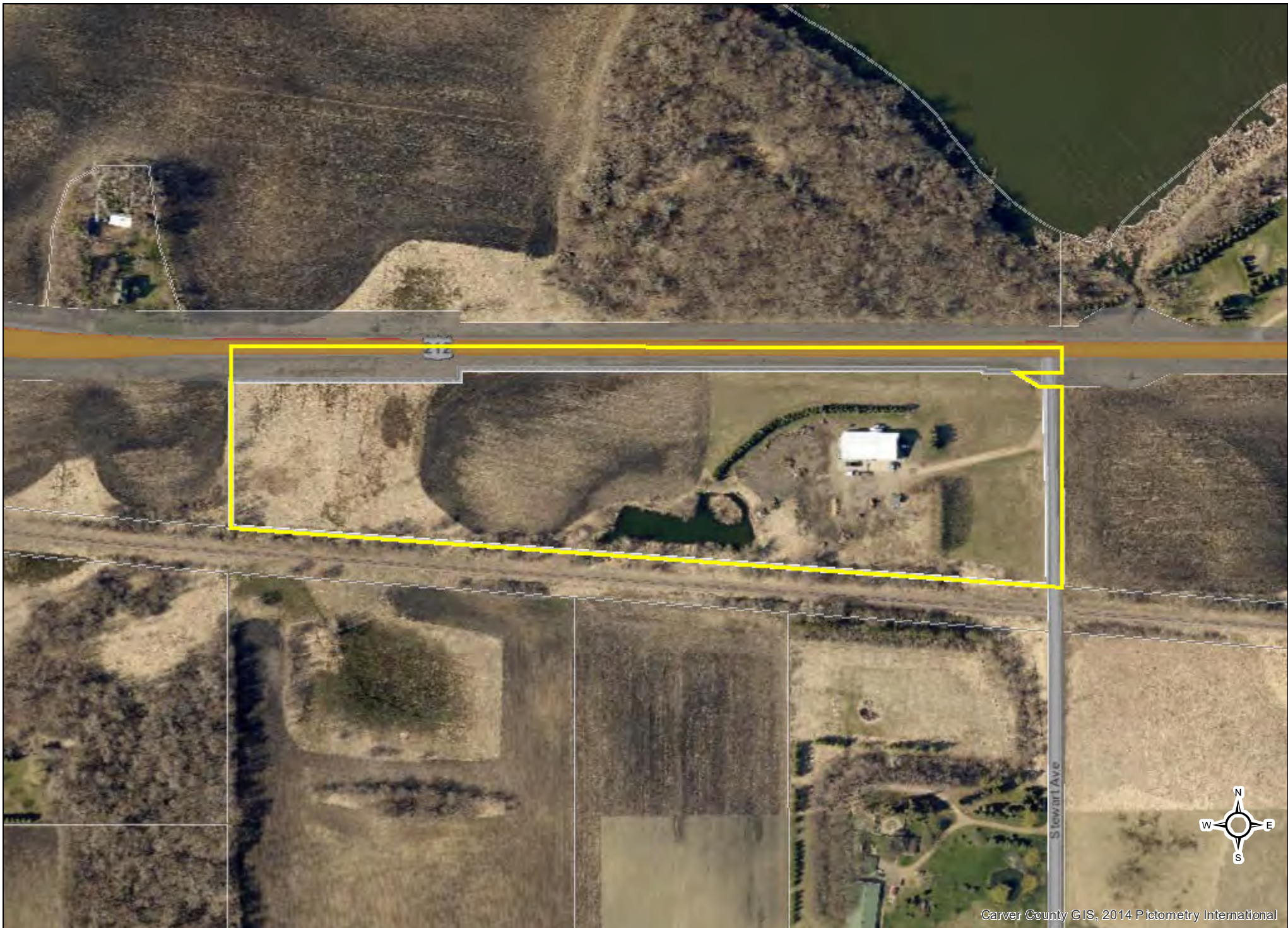
This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible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

Map Date: 11/25/2017

Google Maps 13050 Stewart Ave



Imagery ©2017 Google, Map data ©2017 Google 100 ft



Carver County GIS, 2014 Pictometry International

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Map Date: 11/25/2017

Shoreland & Floodplain Variance Guidance Series

Impervious Surfaces

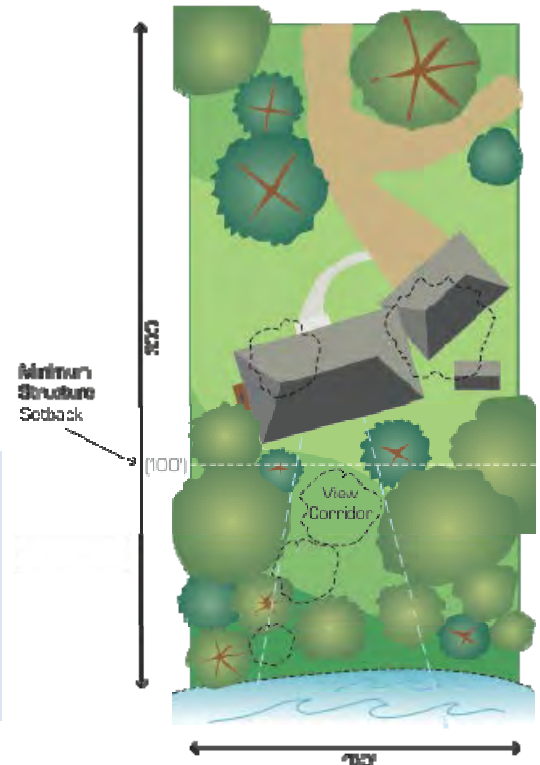
This is one of a series of examples developed as guidance for considering variance requests along lakes and rivers. Consult your local shoreland and floodplain ordinances.

Why are impervious surface coverage limits important?

In the protection of water quality, the management of rainwater on individual lots is one of our most important tasks. Rainwater that does not infiltrate into the ground or evaporate runs downhill to lakes, wetlands, or rivers. As impervious surface coverage increases, the rate and amount of runoff and pollutants entering public waters increases. When runoff from impervious surface coverage is not addressed, pollution increases and the diversity of aquatic life is reduced. Local governments have limited discretion to deviate from - or grant a variance to - impervious surface limits. They may do so only if *all* of the variance criteria established in state statutes and their local ordinances are met. In evaluating such requests, local governments must examine the facts, determine whether all statutory and local criteria are satisfied, and develop findings to support the decision. If granted, local governments may impose conditions to protect resources. An example impervious surface variance request, with considerations, is provided below.

Example Impervious Surface Variance Request

A property owner wishes to build a large lakehome on a conforming lot. The lake lot includes a private driveway with a spur to the neighbor's lot, which was placed to avoid an adjacent wetland. The building plans for the new construction plus the existing private road spur to the neighbor's property would exceed the impervious surface limit provision in the local ordinance.



Considerations for Findings

A good record and findings help keep communities out of lawsuits and help them prevail if they find themselves in one. In evaluating the facts and developing findings for this variance request, *all* of the following statutory criteria must be satisfied, in addition to any local criteria:

- Is the variance in harmony with the purposes and intent of the ordinance?**

Considering a variance request is a balancing test that requires weighing the need of an individual property owner against the purposes of the shoreland regulations for protecting the public interest. These purposes are derived from Minnesota Shoreland Rules, which established impervious surface caps to prevent excessive runoff from constructed surfaces. Such excessive runoff causes erosion, transport of pollutants to public waters thereby degrading water quality. **Considerations:** *Will deviating from the required limit on this property undermine the purposes and intent of the ordinance? Why or why not? Is it possible to mitigate the consequences of additional impervious surface on-site such that additional runoff will not be produced? Would this mitigation be in harmony with the purposes and intent of the ordinance? Why or why not?*
- Is the variance consistent with the comprehensive plan?**

The local comprehensive plan establishes a framework for achieving a community's vision for the future. Most plans contain goals and policies for protecting natural resources and shorelands, as well as maps that identify areas of high risk or with high ecological value where development should be avoided. The variance request must be considered with these goals and policies in mind. Maps should be consulted to determine if the property is within any areas identified for protection. **Considerations:** *Which goals and policies apply? Is allowing additional impervious surface and runoff consistent with these goals and policies? Why or why not?*

- **Are there *unique circumstances* to the property not created by the landowner?**

Unique circumstances relate to physical characteristics of the land - such as lot dimensions, steep slopes, poor soils, wetlands, and trees. These *do not* include physical limitations or personal circumstances created by the property owner that prevent compliance with the impervious surface provision, such as size of home or design preferences. Consider what distinguishes this property from other shoreland properties to justify why the applicant should be able to deviate from the provision when others must comply. **Considerations:** *What physical characteristics are unique to this property that prevent compliance with the requirement? Were any difficulties in meeting the impervious surface limit created by some action of the applicant? Has the applicant demonstrated no other feasible alternatives exist that would not require a variance, such as increasing the setback to reduce driveway length or reducing the lakehome's footprint?*

- **Will the variance, if granted, alter the essential character of the locality?**

Consider the size of the proposed structure, the extent of encroachment, and how it relates to the shoreline and hydrology of the riparian area. A large addition located close to the shoreline can detract from the natural appearance and character of the lake and its riparian areas and degrade water quality by altering topography, drainage, and vegetation in the riparian area, negatively affecting recreational, natural, and economic values. **Considerations:** *Does the variance provide minimal relief or a substantial deviation from the required setback? Does it affect the natural appearance of the shore from the lake? Does it affect the hydrology of the riparian area?*

- **Does the proposal put property to use in a reasonable manner?**

Examine the reasons that the variance is requested and evaluate them in light of the purposes of the local shoreland ordinance and the public water resource at stake. Since the impervious surface cap is generally intended to reduce runoff to public waters, it may not be appropriate to allow large areas of constructed surfaces so close to the water. **Considerations:** *Has the applicant demonstrated that the proposed construction is reasonable in this location given the sensitive nature of the area and the purposes of the regulations? Why or why not?*

Note: *The last three criteria address practical difficulties. Economic considerations alone cannot create practical difficulties*

Range of Outcomes

Based on the findings, several outcomes can occur:

- If the applicant fails to prove that *all* criteria above are met, then the variance must be denied. For example, the local government could find that the building plans itself created the circumstances necessary for a variance rather than the any unique physical characteristics of the property.
- If the applicant demonstrates that *all* criteria are met, then the variance may be granted. For example, the local government could find that the construction footprint is reasonable, the circumstances are unique given the adjacent wetland, and the minor deviation in the impervious surface coverage does not alter the hydrology of the area (as determined through runoff calculations).
- If the variance is granted and the impervious surface in any way alters the hydrology of the area, then conditions may be imposed, such as to increase the structure setback from the lake by 15 feet to reduce the extent of the driveway and minimize the amount of impervious surface coverage over the limit.

Conditions on Variances

If findings support granting the variance, consideration must be given to the impacts on the public water and the riparian area and appropriate conditions to mitigate them. Conditions must be directly related and roughly proportional to the impacts created by the variance. Several examples are provided below:

- Modify construction designs (to minimize impact);
- Use permeable pavement systems for walkways, driveways, or parking areas (to reduce effective impervious surface area and infiltrate runoff);
- Direct rain gutter discharges away from the public waters and into infiltration basins (to reduce connected impervious coverage to allow additional areas for infiltration);
- Preserve and restore shoreline vegetation in a natural state (to intercept and filter runoff coming from structures and driveways); and/or
- Increase setbacks from the ordinary high water level (to provide infiltration near public waters).

More information at: www.dnr.state.mn.us/waters/watermgmt_section/shoreland/variances.html



Shoreland and Floodplain Variance Guidance Series

Formula for Variance Findings

This is part of a series of documents to help local governments make good variance decisions. The complete series may be found at http://www.dnr.state.mn.us/waters/watermgmt_section/shoreland/variances.html.

#1: Is the request *in harmony with the general purposes and intent of the ordinance*?

The Shoreland Ordinance **states** _____
(state ordinance requirement), **the purpose of which is to** _____

_____ (explain what the ordinance requirement is intended to prevent or protect; check SONAR if not sure).

The proposed variance **is for:** _____
_____ (explain proposal and potential effects).

This variance **is/is not** in harmony with the purpose and intent of the Shoreland Ordinance **because:** _____

_____ (explain how the proposal is in harmony with or undermines the purpose of the ordinance).

#2: Would granting the variance be *consistent with the comprehensive plan*?

The Comprehensive Plan contains **the following policies and goals regarding this request:** _____

_____ (list applicable policies, goals, and maps, including citations).

Granting the variance **is/is not** consistent with the comprehensive plan **because:** _____

_____ (explain how; relate details of the request to specific policies, goals, and maps).

#3: Are there *unique circumstances to the property not created by the landowner*?

There **are/are no** circumstances unique to the property that would prevent compliance with the Shoreland Ordinance **because:** _____

(describe any physical characteristics of the land that are unique to this property that prevent compliance with the ordinance requirement, and whether the applicant has demonstrated that no other feasible alternative exists that would comply with the ordinance; explain what makes this property different from other shoreland properties to justify why this applicant should be able to deviate from the ordinance when others must comply - if there are unique circumstances, describe whether they were created by some action of property owner).

#4: Would granting the variance allow the *essential character* of the locality to stay the same?

Granting the variance **will/will not** alter the essential character of the locality **because:** _____

_____ (explain whether the variance would provide minimal relief or a substantial deviation from the ordinance requirement, and describe how it affects the natural appearance and ecological function of the shore or alters the flow of water across the land).

#5: Does the property owner propose to use the property in a *reasonable manner not permitted by the ordinance*?

The property owner **does/does not** propose to use the property in a reasonable manner not permitted by the ordinance, given the purpose of the protections **because:** _____

_____ (explain whether the applicant has demonstrated that the proposed variance is reasonable in this location given the sensitivity of the resource being protected, any known water quality impairments, and the purposes of the ordinance requirement).

What is your decision? (Approve or Deny)

Remember - ALL statutory criteria MUST be satisfied to approve.

If approved, what conditions will you impose?

*(Findings must support the conditions; explain the impacts of the proposed development and the conditions that address those impacts. Remember that findings must be **directly related** and **proportional** to the impacts created by the variance. Set specific timeframes and deadlines, and consider requiring the following to help ensure compliance with the conditions:*

- *financial sureties to ensure that the required activities are completed within specified deadlines,*
- *as-built drawings and/or photos as proof of completion within the terms of the conditions, and/or*
- *long-term maintenance and operation agreements for stormwater best management practices and vegetation that must be protected or restored as a condition of approval, along with notices of restrictions recorded against properties to ensure that future property owners are aware of their responsibilities and don't unknowingly "undo" any conditions.)*

RESOLUTION NO. 2018-17

A RESOLUTION APPROVING A VARIANCE TO MAXIMUM IMPERVIOUS SURFACE COVERAGE ALLOWED IN A SHORELAND OVERLAY DISTRICT AT 13050 STEWART AVENUE

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

WHEREAS, Section 1240.01, Subd. 5(E)(2)(a) establishes the maximum impervious surface coverage within the shoreland overlay district at twenty-five percent (25%) of the portion of the lot subject to shoreland overlay district standards; and

WHEREAS, Molnau Trucking, (the “Applicant”) has applied for a variance to the maximum impervious surface coverage allowed within the shoreland overlay district at 13050 Stewart Avenue, in Norwood Young America (the “Property”); and

WHEREAS, the Applicant proposes thirty-four percent (34%) impervious surface coverage within the shoreland overlay district; and

WHEREAS, the parcel number is 580130300 and the legal description is attached as Exhibit A; and

WHEREAS, the City of Norwood Young America Planning Commission held a public hearing to consider the Applicants’ request for a variance during the regular meeting on April 3, 2018; and

WHEREAS, the Planning Commission considered public input and reviewed the request during the regular meeting on April 3, 2018; and

WHEREAS, the Planning Commission made the following findings:

1. The request is an increase of maximum impervious surface coverage within the shoreland overlay district from 25 to 34 percent resulting in a net increase of impervious surface of just over one acre. The variance adding slightly over one acre of impervious surface will not significantly impact the general purpose and intent of the code as it is a relatively small increase in impervious area.
2. The variance is consistent with the comprehensive plan in that the property is guided toward industrial use and the plan places a priority on business development.
3. The proposed impervious surface area is adjacent highway which provides separation of the site and Barnes Lake. The site includes an existing berm which directs stormwater away from the lake.

4. Granting of the variance will not alter the essential character of the adjacent locale as the impervious surface will not alter topography or the existing use of the property.
5. The use of the property is reasonable in that additional structures are not being added, only outdoor storage and compacted gravel.

WHEREAS, the Planning Commission recommended the City Council approve the variance request; and

WHEREAS, the City Council reviewed the request during the April 23, 2018 regular City Council meeting.

THEREFORE, BE IT RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby adopts the Planning Commission's aforementioned findings of fact.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves the Applicants' request for a variance to maximum allowable impervious surface coverage within the shoreland overlay district from twenty-five percent to thirty-four percent of the portion of the lot subject to the shoreland overlay, subject to the following conditions:

1. Approval of a Conditional Use Permit to allow outdoor storage on the subject property.
2. The maximum combined area for outdoor storage and impervious surface coverage on the entire site, in aggregate is limited to 5.03 acres.
3. Maximum impervious surface coverage within the shoreland overlay district is limited to 4.01 acres.
4. Issuance of required permits from applicable jurisdictions including, but not limited to the Carver County Water Management Organization.
5. The maximum volume of trucks exceeding three-quarter ton carrying capacity shall not exceed seventy (70) total units at any one time.
6. Upon improvement of the roadway from which access is provided to the subject site to asphalt or concrete surfacing the driveway access shall be improved to concrete surfacing.
7. This approval is applicable only to the property at 13050 Stewart Avenue.
8. The variance may be revoked if the conditions of approval are not satisfied or maintained.
9. The variance will expire with no further action by the City should the use authorized hereunder become vacant for one year or more or the property use be changed.

10. The variance approval shall expire if the development contemplated is not established within one year of variance approval.
11. In the event the conditions of this variance are in conflict with the conditions of the Conditional Use Permit, the strictest standard shall apply.

Adopted by the City Council this 23rd day of April, 2018.

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer

EXHIBIT A
LEGAL DESCRIPTION

Legal Description

All that part of the East Half of the Southwest Quarter and the East Half of the West Half of the Southwest Quarter of Section 13, Township 115, Range 26, lying Northerly of the North right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railway Company, EXCEPTING THEREFROM the West ten (10) acres of the East Half of the West Half of said Southwest Quarter, all in Carver County, Minnesota, and ALSO EXCEPTING THEREFROM Parcel 208B of the Minnesota Department of Transportation Right of Way Plat Numbered 10-32 as the same is on file and of record in the office of the County Recorder in and for Carver County, Minnesota.

RESOLUTION NO. 2018-18

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW LIMITED OUTDOOR STORAGE AT 13050 STEWART AVENUE

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

WHEREAS, the City of Norwood Young America requires a conditional use permit for outdoor storage, a proposed subordinate accessory use, in the I-1, Light Industrial District; and

WHEREAS, Molnau Trucking, (the “Applicant”) has applied for a conditional use permit amendment to allow limited outdoor storage (the “Use”) at 13050 Stewart Avenue, in Norwood Young America (the “Property”); and

WHEREAS, the parcel number is 580130300 and the legal description is attached as Exhibit A; and

WHEREAS, the City of Norwood Young America Planning Commission held a public hearing to consider the Applicants’ request for the conditional use permit during the regular meeting on April 3, 2018; and

WHEREAS, the Planning Commission considered public input and reviewed the request during the regular meeting on April 3, 2018; and

WHEREAS, the Planning Commission recommended the City Council approve the request contingent on several limiting conditions; and

WHEREAS, the City Council reviewed the request during the April 23, 2018 regular City Council meeting.

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

1. The Applicant has requested a Conditional Use Permit for limited outdoor storage at 13050 Stewart Avenue in the I-1 Light Industrial District.
2. Contractor operations are a permitted use in the I-1 District, accessory outdoor storage is a conditional use in the same district.
3. The use is consistent with goals, policies and objectives of the Comprehensive Plan and the future land use map and urban growth boundary contained in the 2008 NYA Comprehensive Plan.
4. The outdoor storage accessory use will not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements, subject to certain conditions listed below.

5. The outdoor storage accessory use will not have an undue impact on the public health safety or welfare, subject to certain conditions listed below.
6. The outdoor storage accessory use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
7. The outdoor storage accessory use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
8. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves the Applicants' request for a conditional use permit amendment to allow limited outdoor storage, on the subject property, subject to the following conditions:

1. Review and approval by the Minnesota Department of Transportation if more than seventy (70) trucks are to operate from the site and/or other issues arise as determined by MnDOT.
2. Maintenance of perimeter lot screening placed on constructed berms and planting of additional trees on the most recently constructed segment of berm, and replacement of vegetation as needed or directed by the City. At a minimum vegetation replacement species shall be substantially similar to species currently existing. Replacement vegetation shall be a minimum of six (6) feet in height.
3. The approval specifically authorizes accessory outdoor storage at the subject property. Said outdoor storage is strictly limited to the following:
 - A. The maximum combined area for outdoor storage and impervious surface coverage on the entire site, in aggregate is limited to 5.03 acres. Maximum impervious surface coverage within the shoreland overlay district is limited to 4.01 acres.
 - B. No junk vehicles, engine parts, or equipment not being utilized as part of the business shall be parked outdoors at the site.
 - C. The entire area where outdoor storage is allowed shall be continuously surfaced with a minimum of four inches of Class 5 gravel or red rock.
 - D. The entire area where outdoor storage is allowed shall be maintained free of grass, weeds, trees, etc. at all times. The intent of this condition is to completely eradicate any potential the growth of weeds, grass, or other vegetative materials under, around, or between items stored on the site.
 - E. The entire area where outdoor storage is allowed shall be maintained in a dust-free state at all times.

- F. The property owner shall provide the City, upon written request, an inventoried list of the items stored out of doors at the site. The inventoried list may include but is not limited to information regarding: the license plate numbers for all dump trucks, semi-trucks, and snow trucks; type of equipment; the purpose for which it is used; whether or not the item is fully operational; and whether or not the item is currently licensed. In the event of a disagreement over the definition of equipment allowed to be stored on-site, the CUP holder shall physically appear before the Planning Commission to address said disagreement or remove the item/debris in question from the site within seven (7) days of the mailing of a written notice. The Planning Commission shall determine whether or not the item/debris in question may be stored on site.
- G. Items such as personal property, personal equipment, other persons property, miscellaneous equipment parts, tires, barrels, batteries, other containers, culverts, pipes, contractor trailers, brush, tree parts, horse, stock, or travel trailers, campers, unlicensed passenger vehicles, buses, agricultural equipment, portions of heavy construction equipment, heavy construction equipment exceeding its normal lifecycle, or similar items are expressly prohibited from being stored out of doors at the site.
- H. All equipment stored on site shall be owned and/or leased by the property owner and related to the contractor operation conducted at the site.
- I. Construction equipment stored on the site shall be in operable condition or undergoing minor repair.
- J. One fuel dispensing and containment system may be installed out of doors, on site provided a maximum of four tanks are allowed (i.e. one of each of the following capacities: 10,000 gallons, 2,000 gallons, 1,000 gallons, and 500 gallons). A building permit is required prior to establishment of the containment system. Prior to building permit issuance the Applicant shall submit evidence of review/approval by the Minnesota Pollution Control Agency, and the containment system shall be approved by the NYA Fire Marshal. Tanks are limited to storage of various grades of diesel fuel.
- K. Storage of used oil, petroleum products, or hazardous material is prohibited except as approved by the City Building Official. If permitted by the Building Official storage of used oil, other petroleum products, or hazardous material shall only be allowed indoors.
- L. A maximum of eleven (11) concrete bunkers for storage of retail landscape materials e.g. rock material, wood chips, concrete sand, etc. are allowed on site at one time. Landscape material stored on site shall be limited to processed materials such as washed products, treated products, crushed and sized concrete or bituminous aggregate, sorted organic aggregate material, washed and sized rocks, boulders, pulverized top soil, and chipped wood/organic mulch. Materials shall be processed at a different location and

delivered to the site as a finished, processed product. Outdoor storage of non-processed materials including, but not limited to, concrete masses or portions thereof exceeding three (3) inches in diameter, unsorted or unsifted top soil, top soil containing roots, rocks, or grass, sod, leaves, logs, bituminous masses or portions thereof exceeding three (3) inches in diameter, and non-washed/sorted rock is specifically and strictly prohibited.

M. Red rock may be stored on-site outdoors independent of the aforementioned bunkers provided the total volume does not exceed one-thousand (1,000) cubic yards and that the storage pile is not in any way visible from any point within the Highway 212 right of way.

N. Salt/sand may be stored on site temporarily provided it is stored within the aforementioned bunkers, it is covered at all times, and it is between November 1 and April 30th.

4. Review and approval of the proposed expanded impervious surface area and wetland buffers by the Carver County Water Management Organization.
5. This approval is applicable only to the property at 13050 Stewart Avenue.
6. This approval shall expire one year after date of approval unless the Applicants have commenced operation of the Use on-site.
7. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
8. The permit shall be subject to annual inspection and audit by the City.
9. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Section 1210.06, Subd. 5 "Revocation of Conditional Use Permits" of the Zoning Ordinance.
10. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.
11. The Use permitted under this Resolution may change to a permitted use in the I-1 District without further action by the City Council; however the Use may not change to another conditional use without a new application and approval by the City Council.
12. An increase in the area used for outdoor storage; an increase in the number, size, or volume of items stored outdoors, or a change in the type of outdoor storage shall require amendment of this conditional use permit.
13. The Property Owner grants a right of reasonable access to the property for purposes of inspection and/or Conditional Use Permit auditing.

Adopted by the City Council this 23rd day of April, 2018.

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer

EXHIBIT A
LEGAL DESCRIPTION

Legal Description

All that part of the East Half of the Southwest Quarter and the East Half of the West Half of the Southwest Quarter of Section 13, Township 115, Range 26, lying Northerly of the North right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railway Company, EXCEPTING THEREFROM the West ten (10) acres of the East Half of the West Half of said Southwest Quarter, all in Carver County, Minnesota, and ALSO EXCEPTING THEREFROM Parcel 208B of the Minnesota Department of Transportation Right of Way Plat Numbered 10-32 as the same is on file and of record in the office of the County Recorder in and for Carver County, Minnesota.



Norwood Young America
310 Elm Street West – P.O. Box

Norwood Young America, MN
Phone: (952) 467-1800
Fax: (952) 467-1818
Website: www.cityofnya.com

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: April 23, 2018
SUBJECT: Emma Street Improvement Project

At the November 16, 2017, Budget Work Session meeting, it was reported that the City received approximately \$28,000 in state aid to be utilized for street maintenance. This was not a scheduled aid and the City did not expend the monies in 2017. The aid is to be utilized for street maintenance but it's at the City's discretion exactly what that would be.

At the November 13th meeting the Council consented to utilizing the aid to address the drainage issue that exists on the very south end of Emma Street which has been an ongoing problem for several years. Currently the water doesn't drain away on the east side of the cul-de-sac. Bolton & Menk has prepared plans for removing the east half of the cul-de-sac street surface and repaving it with a .03% grade. Bolton & Menk recently solicited quotes for completing the improvement project. Enclosed is a letter from Jake Saulsbury which includes a recommendation to award the project to WM Mueller and Sons, Inc. for \$28,689.

In respect to engineering fees for the project, to date Bolton & Menk's fees have been \$8,980. This was for topo survey, design, and bidding. The remaining costs include \$1,000 - \$2,000 for project management (contracts, submittal reviews, payment requests, record drawings, and closeout), and \$3,000 - \$5,000 to provide full time construction inspection and oversight. Tony Voigt, Public Service Director, feels the City could provide the construction inspection.

Project costs exceeding the Street Maintenance aid would be appropriated from the 2018 Street Maintenance budget.

Jake Saulsbury will be present at the meeting to review the project scope and the contractor quotes received.

Suggested Motion:

Motion to award the Emma Street Improvement Project to WM Mueller and Sons, Inc. for \$28,689.



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1177

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

April 18th, 2018

City of Norwood Young America
Attn: Steve Helget
310 W. Elm St.
P.O. Box 59
Norwood Young America, MN 55397

RE: Emma Street Award

Honorable Mayor and City Council Members:

Quotes were received on April 17th, 2018 for the above referenced project. Being the estimated construction cost of the project is below \$100,000 the quote process is legally acceptable. The proposed work includes the all materials and labor necessary to improve drainage along Emma Street. Below is a tabulation of the received quotes:

	Bidder / Contractor	Bid Price
1	WM Mueller and Sons, Inc.	\$28,689.00
2	Henning Excavating, Inc.	\$30,365.00
3	Schneider Excavating & Grading, Inc.	\$32,304.00
4	OMG Midwest Inc, dba Chard	\$41,549.25

The low quote submitted was 20% below the engineer's estimate amount of \$35,904.00 and 31% below the high bid amount. WM Mueller and Sons, Inc. has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award the project in the amount of \$28,689.00 to WM Mueller and Sons, Inc. from Hamburg, MN.

I am available to answer any questions that you or the City Council may have.

Sincerely,

Bolton & Menk, Inc.

Jake S. Saulsbury, P.E.

ABSTRACT OF BIDS

EMMA STREET
CITY OF NORWOOD YOUNG AMERICA, MN
BMI PROJECT NO. C14.114121

ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	1		2		3		4	
				WM. MUELLER AND SONS, INC. HAMBURG, MN 55339	AMOUNT	HENNING EXCAVATING, INC. NEW GERMANY, MN	AMOUNT	SCHNEIDER EXCAVATING & GRADING, INC. NYA, MN	AMOUNT	OMG MIDWEST INC. DBA CHARD LESTER PRAIRIE, MN	AMOUNT
				UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE	
1	MOBILIZATION	LS	1	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
2	CLEAR AND GRUB TREES	LS	1	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00
3	12" HDPE STORM PIPE	LF	220	\$26.00	\$5,720.00	\$28.00	\$6,160.00	\$24.00	\$5,280.00	\$44.00	\$9,680.00
4	12" HDPE APRON	EA	1	\$590.00	\$590.00	\$120.00	\$120.00	\$350.00	\$350.00	\$550.00	\$550.00
5	15" NYLOPLAST MANHOLE	EA	3	\$1,820.00	\$5,460.00	\$1,500.00	\$4,500.00	\$1,647.00	\$4,941.00	\$2,000.00	\$6,000.00
6	HYDROMULCH WITH SEED MIX 25-151, HIGH MAINT	SY	280	\$3.00	\$840.00	\$3.00	\$840.00	\$4.00	\$1,120.00	\$3.60	\$1,008.00
7	AUTUMN BLAZE MAPLE, 1.5" CAL. B&B	EA	1	\$600.00	\$600.00	\$340.00	\$340.00	\$500.00	\$500.00	\$750.00	\$750.00
8	MILL BITUMINOUS PAVEMENT (FULL DEPTH)	SF	2,800	\$0.45	\$1,260.00	\$0.75	\$2,100.00	\$0.01	\$28.00	\$1.00	\$2,800.00
9	SAWCUT BITUMINOUS PAVEMENT	LF	30	\$3.00	\$90.00	\$10.00	\$300.00	\$14.00	\$420.00	\$4.50	\$135.00
10	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	30	\$4.00	\$120.00	\$10.00	\$300.00	\$15.00	\$450.00	\$12.50	\$375.00
11	BITUMINOUS WEARING COURSE	TN	45	\$92.00	\$4,140.00	\$92.00	\$4,140.00	\$115.00	\$5,175.00	\$115.00	\$5,175.00
12	BITUMINOUS NON WEARING COURSE	TN	50	\$89.00	\$4,450.00	\$89.00	\$4,450.00	\$115.00	\$5,750.00	\$110.00	\$5,500.00
13	4" BITUMINOUS CURB	LF	30	\$12.00	\$360.00	\$12.00	\$360.00	\$20.00	\$600.00	\$11.00	\$330.00
14	SUBGRADE PREPARATION	SY	320	\$2.45	\$784.00	\$10.00	\$3,200.00	\$11.00	\$3,520.00	\$2.25	\$720.00
15	RIPRAP-CLASS 3	CY	5	\$140.00	\$700.00	\$80.00	\$400.00	\$150.00	\$750.00	\$150.00	\$750.00
16	STRAW MULCH BIOROLL	LF	65	\$5.00	\$325.00	\$7.00	\$455.00	\$5.00	\$325.00	\$4.25	\$276.25
TOTAL BID:					\$28,689.00		\$30,365.00		\$32,304.00		\$41,549.25

Indicates error on the original bid.



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: April 23, 2018

RE: IT Services Proposals

In November 2008, the City selected TechStar Solutions, Inc. as the vendor for technology services. There is not an expiration date for the agreement, rather 30 day written notice of termination is required to end the contract. It has been past practice for the City to review agreements, such as this one, and to request proposals every so often to make sure the amount being paid for a service is competitive.

Four vendors were asked to submit proposals for IT services and also for updating the equipment. Vendors were given a list of services that the City currently has and asked to create a proposal. The vendors were selected based on recommendations from other cities. The vendors are:

- TechStar Solutions, Inc
- Corporate Technologies
- Loffler - IT Solutions Division
- Marco

Options to Proceed:

1. Motion to approve one of the proposals.
2. Create a sub-committee of the council to meet with the vendors and to bring back a recommendation to the council.
3. Have the vendors attend the next council workshop.
4. Request additional proposals.
5. Do nothing.



Managed Services Agreement 2018
prepared for
City of Norwood Young America

Quoted To:

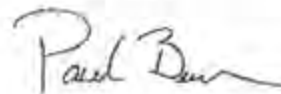
City of Norwood Young America
 Kelly Hayes
 310 Elm St W
 PO Box 59
 Norwood Young America, MN 55368

Phone (952) 467-1807
Fax

Prepared By:

Paul Bunn

pbunn@techstars.us
 952.467.9655




Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
✦ Core Network Services: <ul style="list-style-type: none"> - Endpoint Management Plan - Advanced Network Management - Backup and Recovery Test - Backup Management & Monitoring - Bandwidth Monitoring and Management - Cloud Based Offsite Backup and Disaster Recovery - Email Management - Firewall Management - IT Documentation Management - Basic - IT Service Levels Monitored - Basic - Basic Network Administration - Patch Management - Printer Support - Proactive Maintenance - Remote Monitoring and Management - Server Management - Hardware - Server Management - Software - User Portal - Vendor Management - Wireless Network Management 	\$966.00	1	\$966.00
Locations included: <ul style="list-style-type: none"> - City Hall - Fire Dept - Public Works - Waste Water 			
Devices include: <ul style="list-style-type: none"> - (1) WatchGuard Firewall (City Hall only) - (3) Other Firewall (WWTP, Fire, Public Works) - (2) Managed Switch - (3) Un-Managed Switches (WWTP, Fire, Public Works) - (2) Wireless Access Points (City Hall, Fire) - (2) Network Printers - (1) Server Environment - Windows Workstations 			

*Server, wireless, documentation
 core components of system*

(First Monthly Payment)
 \$966.00 billed Monthly

Continued On Next Page ...

Description	Unit Price	Qty	Ext. Price
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<ul style="list-style-type: none"> Per Premium User Subscription - Office 365 Premium - Office 365 Backup - Desktop File Backup - Help Desk Support - Device Support - Access to Managed Network - Cloud Service Monitoring - Conference Room Infrastructure Management - Connectivity Management - Domain Name Registration / DNS Hosting - Email Archival - Email Security - Endpoint Security - Device Procurement and Lifecycle Management - Hosted File Share & Sync Service support - IT Documentation Management - IT Service Levels Monitored - Network Administration and Support - Network Failover Support (Dual Provider Support) - Onsite Support - Software License Audit and Management - User Access Management - User Password Management 	\$60.00	7	\$420.00
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licensing 365,
backups,
training, help desk

(First Monthly Payment)
\$420.00 billed Monthly

NAS Server Replacement - Credit monthly \$200
Total monthly 1,186⁰⁰

Additional
Software & Additions &
good as day

Your investment in addition to the Grand Total: \$1386.00 Billed Monthly	Subtotal	\$1,386.00
	Tax	\$0.00
	Shipping	\$0.00
	Grand Total	\$1,386.00

Please contact me if I can be of further assistance.



Support Services Agreement

This Agreement is by and between TechStar Solutions, Inc., a MN corporation ("we", "us", or "TechStar"), and the person or entity signing below as a Customer ("you" or "Customer") and is made and entered into as of the latest date shown in the signature blocks below (the "Effective Date").

This Agreement sets forth the terms and conditions upon which TechStar will provide services (the "Services") to Customer.

1. SUPPORT SERVICES AGREEMENT

1.1. Services. TechStar shall provide Customer with the "Services" as described in this Agreement and as described in any schedules attached hereto (the "Schedules"). All such Services shall be subject to the terms and conditions of this Agreement and any terms or conditions printed on the Schedules. The term "Services", when used within a Schedule attached hereto, shall refer to the services to be provided under that Schedule only. TechStar shall provide Customer with 30 days advance written notice of any changes to the terms and conditions of this agreement. Customer may choose to opt out of such changes with written notification to TechStar within 30 days of receiving the initial change notification and terminate the agreement without penalty. Customer agrees to pay any outstanding charges on the agreement up and until the date of termination.

1.2. Initial Schedules. A Schedule may be deemed attached hereto only when both parties have executed and agreed upon the Schedule in writing.

1.3. Remote Access. TechStar will attempt to resolve issues over the phone or via remote access. If an issue is unable to be resolved in the manner, TechStar will schedule an engineer for an on-site visit. TechStar reserves the right to dispatch an engineer for any phone support exceeding 30 minutes or at the sole discretion of TechStar should common practice dictate it would be more efficient to address the issue onsite.

2. SERVICE FEES AND PAYMENT SCHEDULE

2.1. Initial Setup Fee. TechStar will perform the INSTALLATION as detailed herein or in any attached schedules. Customer agrees to pay any installation fees defined herein.

2.2. Monthly Fee. TechStar will provide the services to the CUSTOMER as detailed herein or in any schedules attached to this agreement. The monthly service fee will be invoiced on or about the 15th day of each month prior to the month in which services are provided, allowing you time to review your billing. For services based on a per-unit charge, customer agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit.

2.3. Late Payment. Late Payment is defined: (a) for ACH payments, payments refused by the issuing bank, (b) for credit card payments, payments not received (including, for instance, if payment is refused by the credit card issuer or credit card is expired and no new expiration date is provided) within 3 calendar days of the due date; and (b) for invoiced payments, payments not received within standard terms following our sending it via e-mail to your billing liaison. There is a late payment penalty of 5% of the amount past due. In addition, all past due amounts, including the late charge, shall bear interest at the lower of two percent per month or the applicable maximum legal rate. If there is any late payment(s) on your account, TechStar, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the Services on your account, without notice to you.

2.4. Hourly Rate. The hourly rates are defined for all system engineers and are billable for services outside the scope specifically defined in this agreement or any attached schedule(s) and may be changed with 30-days written notice. Client agrees to verify current rates and minimum charges online prior to requesting any billable service. The hourly rate is for time worked and is not tied to a resolution.

2.5. Billing Zone. On-site services are billed "portal-to-portal". The hourly charges for on-site service begins when a billable staff member leaves the TechStar headquarters and ends when that member finishes on-site.

2.6. After-Hours. All rates in this Agreement are based upon services provided during normal business hours defined as Monday through Friday, 8:00 AM to 5:00 PM CST.

2.7. Travel Expenses. TechStar will invoice for any additional travel expenses to include parking and tolls.

2.8. Additional Charges. There shall be added to the charges due an amount equal to all taxes based upon all services, equipment, hardware, software, freight and other applicable charges. This includes all state and local sales and use taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by TechStar in respect to the foregoing.

2.9. Billing. TechStar will invoice CUSTOMER for all additional approved services, charges, hardware, software, and taxes on demand according to customer terms. All fees for the services provided in this agreement are invoiced in advance and pre-paid.

2.10. Terms. All invoices and payments are due NET10 unless other terms are approved by TechStar.

3. TERM AND TERMINATION

3.1. TERM. The initial term for Services provided is one year from date of deployment starting at the beginning of the calendar month in which services are deployed. This Agreement shall automatically renew for successive one year terms for the life of the Customer relationship. Customer may choose not to renew services for successive terms with a thirty (30) day written notice to TechStar.

3.2. TechStar will provide services in a competent manner, comparable to industry standards. If TechStar does not provide services in such manner and cannot rectify the problem(s), within thirty (30) days from CUSTOMER written notice in which CUSTOMER identifies the problem(s), CUSTOMER will have the right to terminate the respective Schedule only.

3.3. TechStar, at its sole discretion, may terminate this Agreement if CUSTOMER: (a) becomes the subject of any proceedings under the Bankruptcy Act or other insolvency law, voluntary or involuntary, if such proceeding is not dismissed within ninety (90) days; (b) suffers a receiver to be appointed for its affairs or property; or (c) enters into an assignment, or other an arrangement, for the benefit of its creditors, or suffers an attachment against or a seizure of a substantial part of its assets, equipment or its parts and inventories. However, CUSTOMER's responsibility for past due amounts shall survive each bankruptcy proceeding provided the acknowledgment of such liability by CUSTOMER will not affect the discharge of CUSTOMER regarding other general creditors.

3.4. EARLY TERMINATION. In the event of termination within 1-11 months of signing of this contract, an early termination fee of 2 months fees will be invoiced.

3.5. In the case of default by either party under this Agreement, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party engages in legal counsel to preserve or enforce such rights under this Agreement, including the collection of any payments due.

3.6. Termination of this Agreement will not adversely affect any right existing as of the effective date of termination. The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.

4. OWNERSHIP OF DATA. Backup data being stored both on provided equipment and at the Data Center remains the sole property of the CUSTOMER. If CUSTOMER chooses to terminate services, TechStar will assist CUSTOMER in the orderly termination of services at its current rate structure. This could involve copying the backup image to an external drive. CUSTOMER agrees to pay TechStar the actual costs of rendering such assistance to include hardware if necessary.

5. LOANED EQUIPMENT. CUSTOMER agrees that certain items, including but not limited to the NAS unit utilized by TechStar in the execution of the backup service and the firewall used in the managed firewall service shall remain the property of TechStar, and must be returned if requested. CUSTOMER further agrees to cease the use of any technology that remains the property of TechStar upon termination of this agreement. If any equipment at the Customer site owned by TechStar is stolen, damaged or destroyed, CUSTOMER must pay the equivalent of the current retail replacement value of the device within 15 days of said event.

6. EQUIPMENT AND FACILITIES. CUSTOMER agrees that TechStar may utilize certain items of CUSTOMER's equipment and may gain access to certain CUSTOMER facilities. CUSTOMER retains title and ownership in all of CUSTOMER's equipment owned by CUSTOMER and utilized by TechStar, and must grant authority for TechStar to access CUSTOMER's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, CUSTOMER understands that TechStar may be unable to perform their duties adequately and if such a situation should exist, TechStar will be held harmless.

7. INSURANCE COVERAGE. TechStar shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$1,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At CUSTOMER's request, TechStar further agrees to furnish CUSTOMER with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by CUSTOMER.

8. INDEMNITY. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's negligence or willful misconduct. TechStar shall defend and indemnify CUSTOMER against all claims, damages, etc. arising from TechStar employees' and agents' activities at CUSTOMER facilities.

9. FORCE MAJEURE. TechStar shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by accidents beyond TechStar's reasonable control, such as, but not limited to fire, flood, or other natural disasters, or, embargo, court order, riot, or other intervention of any government authority, provided that TechStar immediately notifies CUSTOMER of such delay. If TechStar's performance is delayed for these reasons for a cumulative period of forty-five (45) days or more from the date of such notice, CUSTOMER may terminate this Agreement by giving TechStar written notice.

10. NOTICES All notices herein provided for or which may be given in connection with this Agreement shall be sent via regular mail, or by postage prepaid. If any such notice shall be given by CUSTOMER to TechStar, it shall be addressed to:
TechStar Solutions, Inc. 212 W Main Street, Waconia MN 55387

11. REPRESENTATION AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you (a) have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

12. DISCLAIMER OF WARRANTIES: LIMITATION OF DAMAGES

12.1. THE EXPRESS, BUT LIMITED WARRANTY IN SECTION 11 ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING OUR SERVICES AND WE AND OUR AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES (IMPLIED OR EXPRESS) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE INFORMATION OR AGAINST INFRINGEMENT REGARDLESS OF WHETHER THE ACTION AROSE INSIDE OR OUTSIDE THE UNITED STATES. THERE IS NO WARRANTY AGAINST INACCURACY. THERE IS NO WARRANTY OF SYSTEMS INTEGRATION. THERE IS NO WARRANTY THAT OUR OBLIGATIONS UNDER THIS AGREEMENT WILL FULFILL ANY OF YOUR OR ANY AUTHORIZED USER'S PARTICULAR PURPOSES OR NEEDS.

12.2. WE PROVIDE THE SERVICES "AS IS". YOU EXPRESSLY AGREE THAT USE OF OUR SERVICES IS AT THE SOLE RISK OF YOU AND EACH AUTHORIZED USER. YOU ACKNOWLEDGE THAT THE USE OF THE SERVICES BY YOU AND EACH AUTHORIZED USER ARE AT YOUR OWN RISK AND THAT THERE IS NO WARRANTY OF INTERRUPTED OR ERROR-FREE SERVICE OR ACCURACY OR RELIABILITY.

12.3. WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA OR CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OR PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN US, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY INCLUDING NEGLIGENCE OR OTHER TORTS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.4. YOU ACKNOWLEDGE AND AGREE YOU HAVE RELIED ON NO WARRANTIES EXCEPT OUR LIMITED EXPRESS WARRANTY IN SECTION 11.

12.5. You agree that the total liability of us and our Affiliates and the sole remedy of you and any End User for any claims regarding our services is limited to your right to terminate this Agreement. Further, should a court nonetheless find that a remedy is not exclusive or that we are for any reason nonetheless liable for money damages, our cumulative liability in connection with this Agreement and our Services, whether in contract, tort or otherwise, shall not exceed the amount paid to us under this Agreement during the three months preceding the events giving rise to such liability. The existence of more than one claim shall not enlarge that limitation of liability.

12.6. We are not obligated to exercise any control over the content of the information passing through our network except those controls expressly provided in this Agreement.

12.7. Except as expressly provided in the Agreement, you acknowledge that (a) we are in no manner responsible for any action or inaction of any third party, including, but not limited to, hardware or software vendors or Internet service providers; (b) we have not represented that the Services shall be uninterrupted, error-free, or without delay; and (c) we do not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inaction can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, YOU ACKNOWLEDGE THAT WE DISCLAIM ALL LIABILITY RELATED TO EVENTS OUTSIDE OF OUR CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES, AND YOU SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES. Further, you acknowledge that, in providing the Services, we shall necessarily rely upon information, instructions, and services from you, your Administrator, employees, and agents, and any other third parties providing computer and communications hardware, software, and Internet services. Except as expressly provided in the Agreement, you fully assume the risk associated with errors in such information, instructions, and services.

13. GENERAL

13.1. This Agreement shall be governed by the laws of the Commonwealth of Minnesota and constitutes the entire Agreement between TechStar and CUSTOMER with respect to furnishing of services hereunder. No provision of the Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

13.2. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the CUSTOMER for service hereunder.

14. CONFIDENTIALITY AND SOLICITATION OF EMPLOYEES

14.1. CONFIDENTIALITY. TechStar recognizes that in the course of performing Services, it may have access to confidential and proprietary information, and trade secrets concerning CUSTOMER's business and operations, including, without limitation, financial and tax information, business plans and development strategy, and marketing methodology, (collectively referred to as "Confidential Information"). TechStar recognizes that disclosure of the Confidential Information to competitors; non-authorized third parties or the general public would be

detrimental to the Company. Accordingly, TechStar covenants and agrees with CUSTOMER that it will keep secret and treat confidentially the Confidential Information, and will not disclose any of the Confidential Information to any person or entity nor shall he use the Confidential Information for any purpose other than purposes which serve CUSTOMER.

14.2. SOLICITATION OF EMPLOYEES. CUSTOMER acknowledges that TechStar is involved in a highly strategic and competitive business. CUSTOMER further acknowledges that CUSTOMER would gain substantial benefit and that TechStar would be deprived of such benefit, if CUSTOMER were to directly hire any personnel employed by TechStar. Except as otherwise provided by law, CUSTOMER shall not, without the prior written consent of TechStar, solicit the employment of TechStar personnel or induce any TechStar personnel to leave to go to another firm during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement. CUSTOMER agrees that TechStar damages resulting from breach by CUSTOMER of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CUSTOMER violates this provision, CUSTOMER shall immediately pay TechStar an amount equal to US \$50,000 as liquidated damages and TechStar shall have the option to terminate this Agreement without further notice or liability to CUSTOMER. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs TechStar would incur to identify, recruit, hire and train suitable replacements for such personnel.

15. CUSTOMER RESPONSIBILITIES

15.1. CUSTOMER must provide TechStar with all appropriate usernames and passwords required to access network resources (i.e. Administrator usernames and passwords, router telnet passwords) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information when needed.

15.2. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT PRESCRIBED BACKUP OPERATIONS PERFORMED BY TechStar ARE ADEQUATE.

By E-signing the Agreement, you acknowledge and agree that, prior to signing, you read the entire Agreement, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.



Managed Services Agreement 2018
prepared for
City of Norwood Young America

Quoted To:

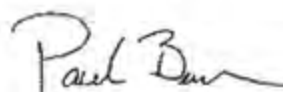
City of Norwood Young America
 Kelly Hayes
 310 Elm St W
 PO Box 59
 Norwood Young America, MN 55368

Phone (952) 467-1807
Fax

Prepared By:

Paul Bunn

pbunn@techstars.us
 952.467.9655




Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
✈ Monthly Managed Services			\$1,386.00
✈ Premium Core Network Services:	\$966.00	1	\$966.00
<ul style="list-style-type: none"> - Endpoint Management Plan - Advanced Network Management - Backup and Recovery Test - Backup Management & Monitoring - Bandwidth Monitoring and Management - Cloud Based Offsite Backup and Disaster Recovery - Email Management - Firewall Management - IT Documentation Management - Basic - IT Service Levels Monitored - Basic - Basic Network Administration - Patch Management - Printer Support - Proactive Maintenance - Remote Monitoring and Management - Server Management - Hardware - Server Management - Software - User Portal - Vendor Management - Wireless Network Management 			

Devices include:

- (1) WatchGuard Firewall (City Hall only)
- (2) Other Firewall (WWTP, Fire, Public Works)
- (2) Managed Switch
- (3) Un-Managed Switches (WWTP, Fire, Public Works)
- (2) Wireless Access Points (City Hall, Fire)
- (2) Network Printers
- (1) Server Environment
- Windows Workstations

(First Monthly Payment)
 \$966.00 billed Monthly

Continued On Next Page ...

Description	Unit Price	Qty	Ext. Price
✦ Per Premium User Subscription - Office 365 Premium - Office 365 Backup - Desktop File Backup - Help Desk Support - Device Support - Access to Managed Network - Cloud Service Monitoring - Conference Room Infrastructure Management - Connectivity Management - Domain Name Registration / DNS Hosting - Email Archival - Email Security - Endpoint Security - Device Procurement and Lifecycle Management - Hosted File Share & Sync Service support - IT Documentation Management - IT Service Levels Monitored - Network Administration and Support - Network Failover Support (Dual Provider Support) - Onsite Support - Software License Audit and Management - User Access Management - User Password Management	\$60.00	7	\$420.00

(First Monthly Payment)
\$420.00 billed Monthly

	Subtotal	\$1,386.00
Your investment in addition to the Grand Total: \$1386.00 Billed Monthly	Tax	\$0.00
	Shipping	\$0.00
	Grand Total	\$1,386.00

Please contact me if I can be of further assistance.

Technology Advantage Agreement

By and Between

NORWOOD YOUNG ANGELA CITY OF
 Company Name
310 Elm St. W.
 Address
NORWOOD MN 55368
 City State Zip
852-467-1800
 Phone Number

AND

Corporate Technologies LLC
 6210 Bury Drive
 Eden Prairie, MN 55346

hereinafter known as Corporate Technologies

DATE

hereinafter known as the Customer

The term of the contract is 12 months from the first day of the month following the month of the effective date. The effective start date will be the date on which the onsite manager is installed on Customer's premises. Technology Advantage is a service offering under which Corporate Technologies provides service and support to the customer. Corporate Technologies can provide its services under this agreement for workstations, servers or network devices. The services purchased are billed to the customer per device on a monthly basis.

SERVICE OFFERING	NUMBER OF DEVICES	MONTHLY PRICE PER DEVICE	MONTHLY SERVICE HOURS	TOTAL PER OFFERING
Managed Desktop:				
Managed Desktop - Standard Edition	8	\$49.00	4	392 ⁰⁰
Managed Desktop - Premium Edition		\$69.00		
Managed Server:				
Managed Server - Standard Edition	1	\$124.00	1	124 ⁰⁰
Managed Server - Premium Edition		\$199.00		
Backup & Monitoring Services				
Protect Local Backup Service (up to 750G)		\$75.00		
Protect Local Backup Monitoring, Management, and Restore		\$50.00		
Backup Monitoring and Administration for all other Backup Solutions		\$100.00		
Microsoft Exchange Monitoring and Maintenance		\$100.00		
Managed Network				
Managed Network - Standard Edition	1	\$59.00	-	59 ⁰⁰
SERVICE CONTRACT TOTALS			5	
ALL SERVICES ARE PROVIDED PURSUANT TO CORPORATE TECHNOLOGIES STANDARD TERMS AND CONDITIONS, WHICH HAVE BEEN PROVIDED TO THE CUSTOMER AND WHICH ARE INCORPORATED HEREIN. WITH SIGNATURE, CUSTOMER ACKNOWLEDGES STANDARD TERMS AND CONDITIONS HAVE BEEN READ AND ACCEPTED AND AGREES TO A CREDIT REVIEW. CUSTOMER WILL PROVIDE ADDITIONAL INFORMATION IF NECESSARY. TECHNOLOGY ADVANTAGE INSTALLATION FEE EQUIVALENT TO THE FIRST FULL MONTH FEE. MINIMUM MONTHLY SERVICE AND INSTALLATION FEE IS \$250.				
Monthly Service Fee (Minimum \$250)	\$575 ⁰⁰	Total Service Hours		
Assessment/Install Fee (Minimum \$250)	\$575 ⁰⁰	5		
Total First Month's Fee				

Payment Method: ☐ Monthly Billing (Net 15) ☐ Credit Card

(For monthly billing a credit check is required. For Credit Card, please complete Credit Card Authorization form)

Billing Information

Primary Contact Contact Phone Num Fax Number Email Address
 Billing Address (if different than above) City State Zip

Corporate Technologies LLC	Customer
Accepted by Service Provider	Accepted by Customer
Manager Name	Signature
Signature	Printed Name
Sales Rep	Title
Date Accepted	Date
	Technical/Installation Contact Name
	Technical/Installation Contact Phone Number
	Technical/Installation Contact Email Address

ORIGINAL

1. **General.** These terms and conditions set forth the obligations of the parties under the Corporate Technologies LLC Technology Advantage Agreement - Managed Desktop, Managed Network, and Server Edition. Corporate Technologies LLC is referred to as Corporate Technologies.
2. **Service Provided.** Corporate Technologies is providing a maintenance contract that includes the following services for the Customer's connected devices under this agreement: Corporate Technologies will 1) perform an Initial Technology Assessment, 2) perform Monitoring Services, and 3) provide routine Technical Assistance and Support to Customer.
3. **Initial Technology Assessment.** The Initial Technology Assessment will be performed according to Corporate Technologies standard procedures. This technology assessment will include 1) an inspection of Customer's desktop and server room environment, 2) a report detailing the equipment covered by this agreement and software installed on such equipment, and 3) an assessment and recommendations for the Customer's current network.
4. **Monitoring Services.** Corporate Technologies will provide system monitoring to Customer through a remote monitoring service. Remote monitoring will occur on a 24/7 basis for servers. Corporate Technologies will use systems, software, and personnel that it selects at its discretion to monitor the remote system monitoring. The Customer agrees that Corporate Technologies may install equipment on the Customer's network, and configure Customer's firewall and/or router if necessary, to permit the monitoring equipment to operate. Corporate Technologies will retain ownership of the monitoring equipment it installs at Customer's premises. The Customer may not remove, tamper with or disconnect the electrical power to the monitoring equipment, and the Customer will advise its employees of this requirement. The Customer agrees that it will follow Corporate Technologies' recommendations to permit it to perform the monitoring services. The monitoring services provided are limited to the monitoring of approved and contracted components which are identified in the "Inventory of Devices to be Monitored." Customer acknowledges that Corporate Technologies ability to conduct monitoring services depends on the Customer having adequate connectivity to its network. Accordingly, the Customer understands and agrees that Corporate Technologies will not be responsible for connectivity problems at Customer's premises or those associated with Customer's service or network, and that Corporate Technologies will not be responsible for any inability to perform monitoring attributable to connectivity problems.
5. **Technical Assistance and Support.** Corporate Technologies will also provide technical assistance and support for the Customer's network, computers, peripherals and devices that are covered by this agreement. Technical assistance and support will be provided through a combination of Tier I Help Desk support, Tier II remote support, onsite support, and repair services. Network Support Labor is labor that Corporate Technologies provides to maintain, support or repair systems or hardware that Corporate Technologies is certified to perform. Network Support Labor includes: 1) Onsite labor provided by Corporate Technologies at Customer's premises, 2) In-house labor provided at Corporate Technologies, and 3) Tier II remote support provided by Corporate Technologies. Corporate Technologies will determine the method of providing requested technical assistance and support. The following apply with regard to each method of providing technical assistance and support:
 - a. **Tier I Help Desk Support.** Corporate Technologies will provide Customer with a phone number for Tier I telephone Help Desk support to assist in resolving problems for covered equipment. Tier I Help Desk support is available for all of the Customer's devices and is not limited to devices included in the sheet "Inventory of Devices to be Monitored." Customer agrees, however, that Tier I Help Desk calls for non-critical equipment will be charged against Customer's monthly allotment of hours. The Help Desk will be staffed by Corporate Technologies during normal business hours, which are 8:00 a.m. to 5:00 p.m. (Local Time), Monday through Friday, excluding holidays. 24-hour phone support is available for contracted network devices under the Premium Edition. Corporate Technologies reserves the right to restrict the amount of Tier I support it will provide via its Help Desk in the event it determines at its discretion that Customer is abusing Help Desk privileges with an abnormal number of calls to the Help Desk. Customer understands that this agreement does not obligate Corporate Technologies to provide training to Customer's staff in the use of software owned or licensed by Customer. If the Tier I Help Desk Support is unable to resolve the problem from the Help Desk, then Corporate Technologies at its own discretion may escalate the problem to its Tier II support or dispatch onsite Network Support Labor to address the problem.
 - b. **Remote Support.** Customer will provide Corporate Technologies with access to its computer network to enable Corporate Technologies to provide technical assistance and support remotely through remote access to Customer's network and hardware. The Customer will designate a single primary contact, with telephone number and email address, to notify in the event of monitoring alerts.
 - c. **Onsite and Remote Tier II Support.** Onsite and Remote Tier II Support are contemplated for routine maintenance and troubleshooting of the customer's network. If Corporate Technologies, at its own discretion, deems onsite network support is needed it will dispatch a technician to Customer's location. In the event that the Customer requires additional onsite labor for projects, the Customer is responsible for contacting Corporate Technologies to schedule onsite support visits. The Customer will provide Corporate Technologies with reasonable access to its premises and hardware installations to enable Corporate Technologies to provide onsite support. Onsite and Tier II remote support are available during normal business hours. Onsite and Tier II support time will be first drawn from the Customer's monthly allotment. On-Site and Tier II support time provided outside of normal business hours or provided on an expedited schedule at the Customer's request will be charged against the Customer's monthly allotment at the rate of two times the actual number of hours expended. Travel time by Corporate Technologies technicians and support personnel to and from the Customer's premises is not provided for free under this agreement and is counted against the monthly block of Network Support Labor allotted to the Customer.
 - d. **Network Support Labor.** Network Support Labor, whether provided onsite, through Tier II remote support or remote access, or in house by Corporate Technologies, is provided under all versions of the Managed Desktop, Managed Network and Server Editions of the Technology Advantage Agreement. The amount of Network Support Labor (which is provided onsite, through Tier II remote support, remote access, or in house at Corporate Technologies) that the Customer may utilize without extra charges for labor depends on the support level chosen by the Customer. The number of hours of Network Support Labor available to the Customer on a monthly basis without extra charge for the particular plan chosen by Customer is specified in the Technology Advantage Agreement order form. Network Support Labor time is allotted and calculated on a monthly basis. Allotted Network Support Labor time that is not utilized by the Customer during one calendar month does not carry over to later calendar months and to extend will be made to Customer for unused allotted hours. Unused allotted hours cannot be redeemed for cash or used to discount hardware or software purchases. Customer agrees that any onsite, Tier II or other Network Support Labor or Help Desk assistance for components not included in the sheet "Inventory of Devices to be Monitored" used by Customer in excess of the monthly allotment will be billed to Customer at Corporate Technologies' standard rates. Corporate Technologies may adjust its standard rates upward or downward over time in response to market conditions. Customer may contact Corporate Technologies to

- determine applicable standard rates or contact the company website at www.gtecorp.net/csa. Customer agrees to pay for such extra services and agrees that no additional prior written approval from the Customer will be necessary.
6. **Payment, Billing and Charges for Extra Services.** Customer agrees to pay Corporate Technologies the service charge set forth in the order form, plus any applicable taxes, in advance of any services performed. Monthly billing will be provided with payment required by the first day of the month for coverage during that period. An additional installation fee equal to one month of service on the relevant equipment is required to activate this agreement and will be included with the first billing to the Customer. Additional Network Support Labor units added during the term of the contract will be billed according to the terms set forth above. Adjustment to the Network Support Labor units purchased must be received by the 15th of the month preceding the start of the next billing period to ensure proper billing. All of Corporate Technologies obligations under the agreement shall automatically terminate, without the need for any notice by Corporate Technologies, in the event the Customer fails to make any advance payment required by this agreement or fails to make any other payment owed to Corporate Technologies. Such termination shall not relieve Customer of its obligations to pay under this agreement. If the Customer orders from Corporate Technologies extra services not covered by this agreement, or orders hardware or software, then it agrees that it will pay Corporate Technologies for such services, hardware or software at Corporate Technologies standard rates. Such extra services, hardware or software will be billed to the Customer in accord with Corporate Technologies standard billing practices and payment terms. Purchase orders that may be submitted by Customer are for Customer's internal administrative purposes only and the terms and conditions contained in those purchase orders will not supersede the terms and conditions of this service agreement.
7. **Term of the Agreement.** Unless terminated earlier pursuant to subsection A) or B), this agreement will last for one year from the 1st of the month following the month in which the monitoring equipment was installed (effective date). If it will be automatically renewed for additional one year periods, unless the Customer or Corporate Technologies provides written notice of its intent not to renew the agreement at least 45 days before the expiration of the scheduled term. A) Corporate Technologies' Early Termination Right. Corporate Technologies shall also have the additional right to terminate this agreement at any time and for any reason by giving the Customer 30 days written notice of its decision to terminate the agreement. If Corporate Technologies gives such notice, the agreement will terminate on the date specified in the notice. If Customer has prepaid for service, it will be entitled to a refund of amount actually paid for the pro-rated terminated portion of the contract term. B) Customer Early Termination Right. The Customer has the right to terminate this contract without further liability prior to the end of the contracted term in only two circumstances. First, the Customer may terminate this contract for any reason if, within 30 days of the effective date (installation of the monitoring equipment), the Customer delivers a written notice advising Corporate Technologies that it is exercising its right to terminate this agreement without cause under this provision. To be effective, this early termination notice must be received by Corporate Technologies within the specified initial 30 day period and the notice must be delivered to Corporate Technologies, AT&T's Service Department, 6210 Bury Drive, Eden Prairie, MN 55346. If the Customer cancels during this initial 30 day period, then Customer will be responsible for the installation fee, the standard first month contracted service charges, and any extra time and materials work provided at the customer's request during this 30 day period, but the Customer will be under no obligation to continue with the service provided under this agreement. Second, if the Customer does not provide a notice of termination within the initial 30 days, then the Customer has the right to terminate this contract without further liability prior to the end of the initial term or any annual renewal term only in the event Corporate Technologies materially breaches this agreement and fails to cure the breach within 10 days of written notice from the Customer which it describes the material breach and it demands that Corporate Technologies remedy the breach within 30 days. For an early termination notice from the Customer to be effective under this section, the written notice provided by the Customer must specifically advise Corporate Technologies that the Customer is giving an early termination notice and demanding a cure under Section 7(B) of the Technology Advantage Agreement.
8. **No Redundancy.** Customer acknowledges that Corporate Technologies invests significant time and expense in technical training and vendor authorizations for its staff. Therefore, Customer agrees it will not solicit, directly or indirectly, the employment of a technical employee of Corporate Technologies for a permanent position during the term of the contract or the first 6 months after expiration of the contract. If Customer violates this provision and hires a technical employee of Corporate Technologies, then it agrees it will pay to Corporate Technologies a service charge equal to forty percent of the annual salary of the technician hired, such fee being due upon the Customer's hiring of the employee.
9. **Items Not Covered by this Agreement.** This agreement does not provide any remote monitoring or proactive service for any device not included on the "Inventory of Devices to be Monitored" sheet. Corporate Technologies does not warrant or guarantee that Customer's network will be problem free and Customer acknowledges that Corporate Technologies is not responsible for problems with Customer's network. Corporate Technologies will use its best efforts to provide commercially reasonable service to the Customer, but the Customer is not purchasing a minimum service level and Corporate Technologies does not commit to provide any guaranteed minimum service levels under this agreement. This agreement does not insure against failure of the Customer's network, hardware or software. Corporate Technologies does not provide disaster recovery solutions under this agreement and does not guarantee that Customer's data integrity will be preserved or protected from failure. Customer is responsible for confirming that data backed up is accurate, testing restores to confirm data is recoverable, management of tape swaps and for otherwise insuring that its data and application backup and retrieval procedures and systems are adequate for the Customer's business needs. This agreement does not include the cost of hardware or software that Corporate Technologies may recommend to Customer to maintain or upgrade the Customer's technology system. If the Customer chooses to purchase replacement hardware or software, or additional hardware or software, Corporate Technologies will install the hardware or software of the Customer at Corporate Technologies' then current standard rates. If persons other than Corporate Technologies move, perform work on, add to, or repair the equipment or if the Customer requests service outside the scope of the contract, Corporate Technologies shall at its sole option, be entitled to either void this contract or correct problems at its then charging rate. Corporate Technologies will not be obligated to provide technical assistance or support if Customer moves the equipment described herein outside of the normal areas in which Corporate Technologies does business. Support does not include software application training support.
10. **Warranty Limitation.** CORPORATE TECHNOLOGIES IS NEITHER AN INSURANCE COMPANY, HARDWARE MANUFACTURER, GUARANTEED SERVICE LEVEL PROVIDER NOR A SOFTWARE DEVELOPER, BUT A RESELLER, INTEGRATOR AND CONTRACT TECHNOLOGY MANAGEMENT SERVICE PROVIDER. ACCORDINGLY, CORPORATE TECHNOLOGIES DOES NOT GUARANTEE ANY PARTICULAR SERVICE LEVEL AND DOES NOT PROVIDE ITS OWN WARRANTIES FOR HARDWARE OR THIRD PARTY SOFTWARE UNDER THIS TECHNOLOGY ADVANTAGE AGREEMENT, BUT MERELY DELIVERS TO ITS CUSTOMERS THE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OR SUPPLIER OF THE HARDWARE OR THIRD PARTY SOFTWARE CORPORATE

- TECHNOLOGIES RESELLS OR SUB-LICENSES, TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10(A) OF THIS AGREEMENT, CORPORATE TECHNOLOGIES DOES NOT OFFER, AND SPECIFICALLY DISCLAIMS, ANY WARRANTY OF ITS OWN, EXPRESS OR IMPLIED. CORPORATE TECHNOLOGIES DOES NOT WARRANT THAT CUSTOMER'S NETWORK, HARDWARE OR SOFTWARE WILL BE PROTECTED FROM FAILURE AND DOES NOT WARRANT THAT THAT CUSTOMER'S DATA OR DATA INTEGRITY WILL BE PRESERVED OR PROTECTED FROM FAILURE.
- a. **Services Warranty.** Corporate Technologies warrants that the services it performs under this agreement will be performed in a manner consistent with Corporate Technologies' customary practices and procedures. Should a failure to comply with this warranty appear within thirty (30) days after the date of completion of such services, Corporate Technologies shall, if promptly notified in writing, at its option, either provide the Services again or refund to the Customer the price charged for such non-conforming Services. Such reperformance or refund shall be Customer's exclusive remedy and shall constitute fulfillment of all liabilities of Corporate Technologies with respect to any nonconformity of or defect or deficiency in Services furnished to Customer.
- b. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED, ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR THAT SOFTWARE OR EQUIPMENT IS FREE OF THE RIGHTFUL CLAIM OF ANY THIRD PERSON BY WAY OF INFRINGEMENT OR THE LIKE ARE HEREBY DISCLAIMED.**
11. **LIMITATION OF REMEDIES AND LIABILITY.**
 - a. **Exclusive Remedies.** Corporate Technologies liability in any claim, whether in contract, negligence, strict liability or otherwise, arising in whole or in part out of Services performed, or equipment provided, under this agreement or otherwise, shall in no case exceed the lesser of the fees paid to Corporate Technologies under this agreement or the fees paid to Corporate Technologies for the portion of services or equipment which give rise to the claim. All causes of action against Corporate Technologies arising out of or relating to this Agreement or the performance or breach of this Agreement shall expire unless brought within one (1) year after the first date of performance or breach which in whole or in part gives rise to the claim. These remedies are exclusive and in lieu of all other remedies available at law or in equity for any act performed in connection with this Agreement, or for any breach of this Agreement, whether brought under a theory of tort liability, contract liability, or any other theory.
 - b. **Limitation of Liability.** Corporate Technologies liability with respect to the quality and conformity of equipment or services supplied to Customer shall be limited to the provision of the warranties set forth as described in Section 10 above. IN NO EVENT SHALL CORPORATE TECHNOLOGIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHER THEORIES OF LAW. Without limiting the generality of the foregoing, Corporate Technologies shall have no responsibility to compensate Customer for delays in or loss of use of equipment, loss, impairment or misallocation of data, loss of revenue or increased costs, loss of facilities, loss or delays in services, or claims of Customer's clients, or other third parties to whom it provides goods or services, loss of profits or revenue, cost of substitute goods, facilities or services, downtime costs, delays or otherwise.
12. **INDEMNIFICATION.**
 - a. **Indemnification of Corporate Technologies.** By accepting this Agreement, Customer hereby releases and agrees to indemnify, defend, and hold Corporate Technologies harmless from and against any and all claims, obligations, losses, liabilities, and expenses of any kind and every kind whatsoever (including without limitation attorneys' fees and other costs) of defending any action which Corporate Technologies may incur as a result of any claim by Customer or third persons either:
 - i. For which Corporate Technologies has no liability for under Section 11; or
 - ii. That are caused by accidents, mistakes, misapprehension, neglect of the Customer or any of its agents or employees or as a result of services provided by any person other than a Corporate Technologies representative; placement or operation of the equipment in an area that does not comply with the manufacturer's published space or environmental requirements, or improper storage and movement of the equipment.
13. **Choice of law and Dispute Resolution.** This agreement shall be governed by the laws of the state of Minnesota, and any dispute hereunder shall be resolved by the substantive law of Minnesota. Any disputes arising under this agreement or any other services provided by Corporate Technologies that are decided in a court of law shall be decided in the state courts in Hennepin County, Minnesota. Prior to either party commencing any formal legal proceeding, officers for each party shall meet in person in an attempt to resolve in good faith the dispute. If the parties are unable to resolve the dispute through such a meeting, then either party may request mediation under the Minnesota Civil Mediation Act. Corporate Technologies may, at its option, also demand and require arbitration of any dispute arising under or in any way related to this agreement or any services provided by Corporate Technologies. Such arbitration, if elected by Corporate Technologies, shall be conducted under the rules of the American Arbitration Association, and a final judgment thereon may be entered by any court having jurisdiction. The arbitration shall be conducted by an arbitrator(s) who has industry experience in the provision of technology management services. Neither a court nor any arbitrator appointed to resolve the dispute shall have jurisdiction to award punitive or exemplary damages, or any other damages that are excluded by this agreement. No claim by the Customer in any forum may be joined with the claim of any other customer and no claims may be pursued by Customer in any forum as a class representative or as a member of any putative class. Customer hereby waives any right to join any potential claim with the claim of any other party and waives its right to participate in any class action.
14. **Confidentiality.** Corporate Technologies acknowledges that the Customer's computers may contain confidential and proprietary business information to which Corporate Technologies may incidentally have access in providing services under this agreement. Corporate Technologies agrees that it will not knowingly disclose any such confidential and proprietary information to third parties for any purpose unrelated to providing services under this agreement.
15. **Assignment.** Corporate Technologies may assign this contract at any time without prior notice to or the consent of the Customer. Customer may not assign this agreement without the prior written approval of Corporate Technologies.
16. **Merger Clause.** This is the final agreement of the parties with respect to services provided by Corporate Technologies under this agreement, and any prior representations, negotiations or agreements with respect to this agreement are merged into this agreement. No employee, agent or representative of Corporate Technologies is authorized to make any representations or promises regarding the scope of this agreement that are not contained in this agreement, and any prior verbal or written representations or promises are superseded by these written terms and conditions, which are numbered 1 through 16.

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Managed Server Edition



Server Plans

Standard
\$124

Premium
\$199

Prices Monthly Per Server

Support		
Unlimited Help Desk Tier 1 Phone Support (8am-5pm) ⁽¹⁾	✓	✓
Onsite Engineer and Tier 2 Support Hours Per Server ⁽²⁾	1 Hour	2 Hours
24/7 Server Performance and Log Monitoring ⁽³⁾	✓	✓
Emergency After Hours Phone Support (5pm-8am M-F, Sat/Sun)	–	✓
Emergency After Hours Critical Alert Monitoring and Response	–	✓
Remote Maintenance		
Critical Windows Updates	✓	✓
Event Log Monitoring and Maintenance	✓	✓
Log File Maintenance	✓	✓
Drive Space Monitoring	✓	✓
Cache Removal	✓	✓
Security		
User Account Administration	✓	✓
File Sharing Permission Administration	✓	✓
Security and Policy Enforcement	✓	✓
Virus Definition & Prevention	✓	✓
Additional Services		
Assigned Account Manager	✓	✓
Trend and Performance Analysis	✓	✓
IT Advising & Technology Recommendations	✓	✓
Unlimited Purchasing Support	✓	✓
100 GB Protect Offsite Storage (requires Protect Offsite service)	–	✓

Add to any of the above monthly prices for the following:

Backup Services		
Protect Local Backup and Monitoring (up to 750 GB)	Add \$75	Add \$75
Backup Monitoring and Administration	Add \$100	Add \$100

(1) Phone support is limited to the technicians' ability to resolve the problem remotely. In some cases, Tier 2 remote phone support or an onsite visit is necessary. Corporate Technologies reserves the right to make this determination at its sole discretion. IT issues affecting the network are considered Tier 2 support.

(2) A fixed monthly amount of onsite and Tier 2 support is included in each plan. Hours exceeding the fixed amount will be billed at the applicable rate.

(3) Server performance and log monitoring only. Customer alerted during regular business hours.

(866)363-GoCT

www.gocorpotech.com

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Managed Server Edition



Proactive Management to Increase User Productivity by Reducing Server Downtime

Having been in the IT industry since 1981, Corporate Technologies knows what businesses want, but more importantly, what they don't want – employees at a standstill due to problems with computers and the associated technology. Technology Advantage® – Managed Server Edition offers a system that monitors your servers 24 hours per day 7 days per week. This real-time monitoring allows Corporate Technologies to fix the majority of the problems before they affect your network and employees and recommend changes or upgrades based upon trend analysis of demand on the systems. The result is a workday less likely interrupted by computer catastrophes.

Onsite Survey

- Inspection of desktop and server room environment
- Detailed report of your current IT inventory and installed applications
- Assess and recommend changes to network configuration for improved security and performance
- Hardware assessment and recommendations

Monthly Support

- 24/7 server monitoring
- Unlimited telephone support from Tier 1 Help Desk
- Tier 2 remote support
- Onsite engineer support
- Critical patch updates
- Remote maintenance

Common Issues Resolved

- Event log monitoring & clean up
- User account administration
- Virus definition updates & scans
- Removal of cache to minimize network slowdown

Corporate Technologies invests significantly in the people and the tools to deliver quality proactive services to our customers. Our phone support technicians have been trained and are experienced customer service oriented individuals with the best interest of your business in mind. At their disposal are a host of tools that alert them to potential problems before they impact productivity and facilitate remote assistance to reduce diagnosis and repair time.

solutions as low as

\$124

(866)363-GoCT

www.gocorpotech.com

Managed Network Edition



Network Plan

Standard
\$59

Prices Monthly Per Location

Support	
Unlimited Help Desk Tier 1 Phone Support (8am-5pm) ⁽¹⁾	✓
Network Management	
Router Configuration and Changes	✓
ISP Liaison	✓
Firewall Configuration and Changes	✓
VPN Support	✓
Additional Services	
Assigned Account Manager	✓
IT Advising & Technology Recommendations	✓
Unlimited Purchasing Support	✓

(1) Phone support is limited to the technicians' ability to resolve the problem remotely. In some cases, Tier 2 remote phone support or an onsite visit is necessary. Corporate Technologies reserves the right to make this determination at its sole discretion. IT issues affecting the network are considered Tier 2 support.



Managed Network Edition



Proactive Management to Increase User Productivity by Reducing Network Downtime

Having been in the IT industry since 1981, Corporate Technologies knows what businesses want, but more importantly, what they don't want – employees at a standstill due to problems with computers and the associated technology. Technology Advantage® Managed Network Edition offers a system that monitors your servers 24 hours per day 7 days per week. This real-time monitoring allows Corporate Technologies to fix the majority of the problems before they effect your network and employees. This also allows for recommend changes or upgrades based upon trend analysis of demand on the systems. The result is a workday less likely interrupted by computer catastrophes.

Onsite Survey

- Inspection of desktop and server room environment
- Detailed report of your current IT inventory and installed applications
- Assess and recommend changes to network configuration for improved security and performance
- Hardware assessment and recommendations

Monthly Support

- Unlimited telephone support from Tier 1 Help Desk
- Tier 2 remote support
- Critical patch updates
- Remote maintenance

Common Issues Resolved

- VPN management
- Edge Device configuration
- Firewall changes
- ISP management

Corporate Technologies invests significantly in the people and the tools to deliver quality proactive services to our customers. Our phone support technicians have been trained and are experienced customer service oriented individuals with the best interest of your business in mind. At their disposal are a host of tools that alert them to potential problems before they impact productivity and facilitate remote assistance to reduce diagnosis and repair time.

solutions at

\$59

08/24/2016MNE

(866) 363 - GoCT

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Fairfield, NJ

• Grand Rapids, MI

• Minneapolis, MN

• Fargo, ND

• Boise, ID

• San Diego, CA

Managed Desktop Edition



Desktop Plans

Standard
\$49

Premium
\$69

Prices Monthly Per Desktop

Support		
Unlimited Help Desk Tier 1 Phone Support (8am-5pm) ⁽¹⁾	✓	✓
Onsite Engineer and Tier 2 Support Hours Per Desktop ⁽²⁾	1/2 hour	1 hour
Emergency After Hours Phone Support (5pm-8am M-F, Sat/Sun)	-	✓
Technology Advantage® Desktop Antivirus	-	✓
Technology Advantage® Desktop Spam Filtering	-	✓
Maintenance		
Desktop Reports and Maintenance	✓	✓
File and Folder Permission Changes	✓	✓
Password Administration	✓	✓
Software Installation and Removal	✓	✓
Desktop Optimization and Management	✓	✓
Spyware and Adware Removal	✓	✓
Client Antivirus Software Management and Update (if applicable)	✓	✓
Microsoft® Critical Patch Updates	✓	✓
Client Email Configurations	✓	✓
Printer Configuration	✓	✓
Additional Services		
Assigned Account Manager	✓	✓
IT Advising and Technology Recommendations	✓	✓
Unlimited Purchasing Support	✓	✓

(1) Phone support is limited to the technicians' ability to resolve the problem remotely. In some cases, Tier 2 remote phone support or an onsite visit is necessary. Corporate Technologies reserves the right to make this determination at its sole discretion. IT issues affecting the network are considered Tier 2 support.

(2) A fixed monthly amount of onsite and Tier 2 support is included in each plan. Hours exceeding the fixed amount will be billed at the applicable rate.



Managed Desktop Edition



Proactive Management to Increase User Productivity by Reducing Desktop Downtime

Having been in the IT industry since 1981, Corporate Technologies knows what businesses want, but more importantly, what they don't want – employees at a standstill due to problems with computers and the associated technology. Technology Advantage® Managed Desktop Edition offers maintenance and updates to your desktops on a monthly basis. The result is a workday less likely to be interrupted by computer catastrophes.

Onsite Survey

- Inspection of desktop and server room environment
- Detailed report of your current IT inventory and installed applications
- Assess and recommend changes to network configuration for improved security and performance
- Hardware assessment and recommendations

Monthly Support

- Unlimited telephone support from Tier 1 Help Desk
- Tier 2 remote support
- Onsite engineer support
- Critical patch updates
- Remote maintenance

Common Issues Resolved

- PC Crashes
- Email Configurations
- Virus Removal
- Software Application Crashes
- Software Installations
- Connectivity Issues
- Password Administration
- Printing Issues

Corporate Technologies invests significantly in the people and the tools to deliver quality proactive services to our customers. Our phone support technicians have been trained and are experienced customer service oriented individuals with the best interest of your business in mind. At their disposal are a host of tools that alert them to potential problems before they impact productivity and facilitate remote assistance to reduce diagnosis and repair time.

solutions as low as

\$49

09/09/2016MDE

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Fairfield, NJ

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• Minneapolis, MN

• Fargo, ND

• Boise, ID

• San Diego, CA

1) **Does this include backup for desk tops?**

No, it does not. I can include backup, but that all depends on the amount of data you are backing up.

Here are some ranges to compare:

- 401GB to 600GB (\$250.00 per month)
- 601GB to 800GB (\$300.00 per month)
- 801GB to 1TB (\$350.00 per month)

2) **Is password management included?**

Yes it is.

3) **Do you provide training for our customers?**

We do, but it will depend on what type of training you need. Example: We do help with specific questions a user may have, but we don't do a full training on Excel, Word, Sharepoint etc.

4) **What experience do you have with cloud infrastructure solutions?**

We do have our own data centers (2) that provide rack space for servers, colocation, off site backup etc. These data centers are managed and supported by Corporate Technologies employees.

5) **When it comes to your proposal, does it include the items that were listed under our current agreement? If not what additional expenses are there?**

Yes it does. It would cover everything that you listed along with a very detailed monthly assessment and a comprehensive technology review that is performed every 90 days that will provide you a technology road map for future plans for potential projects needed and potential equipment refreshes when it is determined that it would be needed.

6) **Where you able to come up with a price for updating our firewall and server?**

I put this question to our technology advisors and engineers and they came up with a lot of questions of their own. First was is it needed? I would need to have an assessment done first before we could give you the correct equipment and price. The pricing varies so much based on need that I don't want to over or under quote you on the wrong firewall and server.

Emails are not included in the monthly total. Cost would depend on what type of email system is used:

Office 365 \$12.50 per email, per month – this includes Microsoft software: Word, Excel, Powerpoint
(8 users = \$100 per month)

G Suite \$10.00 per email, per month – does not include software
(8 users = \$80 per month)

Bruce Sword
Account Executive

Corporate Technologies LLC
6210 Bury Drive Eden Prairie MN, 55346
P: 952.715.3546 | M: 612-716-5339 | E: Bruce.Sword@gocorpotech.com
Help Desk: 952-715-3700



Cloud Services for Small Businesses

Standard support hours: 7am-6pm, Monday-Friday, excluding national holidays

- Open tickets via Chat, Email, Voicemail, or web based Support Portal
- Guaranteed access to afterhours support at current billable rates
- Dispatch to other parts of Loffler (i.e. Printing) or escalate back to internal IT staff
- Engineer response time
 - Web based chat (**Average response time: Instant**) < 15 Minutes
 - Email < 1 Business Hour
 - Voicemail < 1 Business Hour
 - Support portal < 1 Business Hour

Unlimited Remote Support for End Users

- End user support for existing systems
 - Windows & Mac OS desktops/laptops
- Infrastructure hardware and line of business applications with vendor support agreement
- Microsoft Exchange / Office 365 administration

Endpoint Security

- Weekly automated Microsoft updates
- Weekly automated application updates
- Endpoint anti-virus & anti-malware protection

Monitoring & Alerting

- Includes deployment of our baseline policies
- Windows performance counters including disk space, memory, and CPU
- Windows event logs & system services
- Hardware & software inventory details

CloudSync File Sharing

- 100 GB of storage per user
- Secure file access from anywhere
- Support for Windows, OS X, iOS, & Android
- Public share links for sharing of large files
- Team share folders for internal collaboration
- Continuous, real-time backup of files and folders

World Class Customer Service

The Loffler IT Managed Services team sends a customer feedback survey for each end-user created ticket. The survey results assist in calculating our Net Promoter Score (NPS) and help gauge customer loyalty. On a scale of -100 to +100, +50 is considered excellent. A score of +70 is considered World Class, in the company of Apple Computer and Nordstrom. The Loffler IT Managed Services team's NPS over the past year has been +87.



Quote #: CTEQ17894
Date: 4/9/2018

Norwood Young America, City Of
PO Box 59
Norwood Young America, MN 55368-0059

Loffler IT Managed Services Quote

Qty.	Description	Unit Price	Total Price
	LofflerCloud		
7	Users	\$75.00	\$525.00
Monthly Total			\$525.00
<i>One-Time Onboarding Fee</i>			<i>\$1,500.00</i>

Service Notes: Onboarding fee includes onboarding of LofflerCloud services.



LofflerVision Fully Managed Services

Standard support hours: 7am-6pm, Monday-Friday, excluding national holidays

- Unlimited remote and onsite support for named users
- Open tickets via Email, Phone call, or web based Support Portal
- Dedicated support team providing all levels of troubleshooting and triage
- Dedicated service delivery lead
- Dedicated service manager
- Guaranteed access to afterhours support at current billable rates
- Engineer response time
 - Remote response for service phone calls during standard business hours < 15 Minutes
 - Emergency response for critical outage during standard business hours < 1 Hour
 - Emergency response for critical outage outside of standard business hours < 4 Hours
 - Onsite scheduling of an engineer for non-critical service related issues 2-5 Days

Server & Network Administration

- Firewall
- Switches
- Wireless
- Active Directory
- Office 365 or On-premises Exchange

Endpoint Security

- Weekly automated Microsoft updates
- Weekly automated Internet runtime and application updates (Adobe Flash, Java, etc.)
- Anti-virus, anti-malware, and DNS protection

Reporting

- Hardware & software inventory details
- Quarterly engineer deep-dive assessments

Planning Services

- Recurring Service Review
- Annual infrastructure and budget review
- Infrastructure and workstation life cycle planning

Monitoring & Alerting

- Baseline deployment of our standard monitoring & alerting policies
- Windows performance counters including disk space, memory, and CPU
- Windows event logs & system services

Additional Services

- Anti-Spam/Anti-Virus scanning for Email
- Script creation and scheduling
- Maintenance contract renewal services



Managed Data Protection and Disaster Recovery

Two months of onsite retention

One-year of cloud retention with Infinite cloud retention available

End to End Encryption

All data is protected by AES-256 encryption both in transit and in the cloud.

Frequent Backup with Multiple Restore Points

Loffler schedules backups to occur every hour, and each backup results in fully constructed restore point that is ready to boot.

Advanced Screenshot Verification

Backups are verified by booting a virtual copy of the server to ensure its viability. And while this provides a sense of security that a server has been properly constructed as a bootable image, we have taken it to the next level with additional verification options like custom script verification.

Agentless and Agent-based Backup

Whether running the physical, virtual or Imaged products, Loffler supports both physical and virtual systems through agentless and agent-based backup.

Instant Virtualization - on premises or in the Cloud

Should a business experience a server failure, the protected systems can be virtualization instantly on the BCS device or in a secured Cloud.

With system(s) virtualization, the business can operate "as usual" until it has the time to fix the issue, without compromising any data or incurring any downtime.

Powerful Search and Restore

Search for keywords within backup data. Support for a variety of file formats and systems, including Microsoft Exchange, SharePoint, and SQL.

Ransomware Detection and Protection

Multi-tier ransomware detection process that searches for file system changes, file entropy, and other key indicators that a system has been affected by ransomware. What's even better, this process can identify ransomware from the very first backup. If ransomware is detected, an alert is created. You can then quickly restore your server back to a point before the ransomware arrived - locally, or even in the cloud.



Quote #: CTEQ17893
Date: 4/9/2018

Norwood Young America, City Of
PO Box 59
Norwood Young America, MN 55368-0059

Loffler IT Managed Services Quote

Qty.	Description	Unit Price	Total Price
LofflerVision Fully Managed IT Services			
7	Users	\$110.00	\$770.00
Managed Data Protection and Disaster Recovery			
1	Datto S3-P4000 (4 TB)	\$1,085.00	\$1,085.00
Monthly Total			\$1,855.00
<i>One-Time Onboarding Fee</i>			<i>\$1,855.00</i>

Service Notes: Managed Data Protection and Disaster Recovery pricing assumes a maximum of 1.5 TB production server data.

Thank you for the opportunity to respond to your IT upgrade project for Norwood-Young America. In the case of an organization of your size, Loffler has a couple options. I'll provide an outline here, but would be glad to walk you through everything once you've had a chance to review the attachments. I'm giving you a bit more than you asked for, which could also make this more confusing, so please don't hesitate to contact me with questions.

Loffler's IT Solutions Group (ITSG) staff of 100 employees provides a variety of service and project technologies, and we would be glad to refine anything we have here based on further discussion. Also, I would be available to speak with your city council at 6:00pm on April 23rd if needed.

Again, thank you for considering Loffler Companies!

Best regards,
Steve Quigley

Attachments:

1. Norwood Young America ITSG MS LofflerCloud CTEQ17894.pdf
2. Norwood Young America ITSG MS LofflerVision CTEQ17893.pdf
3. NYA Solution quote 041118 CTEQ17904.pdf
4. IT Managed Services.pdf

Part 1 – IT SUPPORT AGREEMENT

Two options – **LofflerVision** and **Loffler Cloud** Services (attached)

1. **LofflerVision** is COMPLETE IT support, including data back-up, recovery and disaster recovery / business continuity. Loffler will dispatch an engineer to your office for any issues that cannot be resolved remotely.
2. **Loffler Cloud** is a lower priced IT support option but assumes a cloud-based environment (i.e., no on-site server). This would require NYA decides to replace your existing infrastructure with the new Meraki firewalls and access points indicated below, but there would be no need to replace the server. Also, on-site support for Loffler Cloud would be billable when needed, but the need for on-site support is reduced with no on-site server.

Part 2 – NEW IT INFRASTRUCTURE

For a smaller, multi-location office, Loffler would recommend a cloud-based solution – no server, but instead a hosted file storage system that also provides some sharing and collaboration features. Email and the Microsoft Office applications would be handled by office 365. The solution would feature the Cisco Meraki platform, which is designed for cloud-based environments and provides some of the best remote manage capabilities in the industry. IT support is bundled in with the hosting with our LofflerCloud service.

Option 1 – Cloud-hosted Solution (no new server required) with new Meraki firewalls, switch and access points

- As indicated above, NYA might best be served with a cloud-based solution where the new server is hosted by a third party. On the attached document "NYA Solution quote", lines 1-9 outline what would be required to replace your existing infrastructure:
- Cisco Meraki MX65 firewalls for each location, with security software and support
- Cisco Meraki MR33 wireless access points, one for each location
- Cisco Meraki MS120 'Power over Ethernet' (POE) switch
- 3 year support for everything

- The file hosting with collaboration features for this implementation would be provided by the Loffler Cloud service outlined above.

Cost Summary:

- One-time costs -
 - \$14,763 for new infrastructure (includes installation)
 - \$1,500 Loffler Cloud implementation – one-time cost
 - \$4,200 if needed, migration to Office 365
- Monthly costs –
 - \$525 per month for hosting and IT support
 - \$105 per month Office 365 Business Premium

Assumptions:

- Current server is used primarily for authentication (signing in), storing files & printing
- Loffler would require an on-site visit to validate the solutions presented in the attached documents

Options listed (lines 10-15):

- Firewalls with wireless access points included
- Non-POE switch

Option 2 – New Server

- Lines 20 - 35 on the attached document “NYA Solution quote”
- HP DL380 Server
- New Microsoft Windows Server 2016 network operating system
- New HP Procurve 24-port POE switch
- Wireless access points listed above (Meraki)
- HP Aruba wireless also available

Steve Quigley | Account Executive - IT Solutions

Cell: +1 (651) 214-3105 | Fax: +1 (952) 925-6801 | www.loffler.com

LOFFLER



MANAGED SERVICES

Around-the-clock support and a big-picture, pro-active approach to technology can move your organization forward, enabling you to focus on what matters most to your business.

Loffler's IT Managed Services team provides complete support including on-site engineers when necessary, data backup, disaster recovery and business continuity. A Managed Services program can save time and money, improve IT operations, and free up existing staff to handle higher-value tasks that are more strategic to the organization. Loffler's Managed Services are as proactive as possible to avoid downtime and outages, control costs and provide data security in the increasingly threatening IT landscape.

Powered by our Network Operations Center:

- 30+ certified engineers
- Cyber-security focused culture
- Dedicated support teams
- Advanced vendor specific certifications
- World-class customer service

Net Promoter Score = 87

DELL EMC AUTOMATE datto WEBROOT

SONICWALL ORACLE Rapid Fire Tools ConnectWise

Hewlett Packard Enterprise Mikrotik RUCKUS WatchGuard

Our Managed Services provide:

- Unlimited remote support desk for end-users
- Unlimited onsite support of IT infrastructure
- Supplementation of internal IT staff by extending portions of IT support
- Managed endpoint protection including security patching, anti-virus, anti-malware, and DNS filtering
- Business continuity services: image-based backup, encryption, offsite replication, multiple restore options including cloud-based disaster recovery
- Network administrator services: Gap analysis, best practices, system hardening, standardization
- Audit network configurations, Windows Active Directory, security policies, Exchange/Office 365, and Microsoft SQL
- Planning services: IT budgeting, life cycle management
- Strategic leadership: ensuring an organization's technology aligns with its goals
- 24x7 system monitoring, reporting, patching, & alerting

What We Deliver:

Loffler's Managed Services Team resides in a state-of-the-art secure and protected Network Operations Center (NOC). Located at our Bloomington, MN headquarters, the managed services team of certified engineers go beyond the deployment of a set of generic automated tools. They utilize a shared set of enterprise-level IT technologies, strategies and standards. Divided into smaller teams, the engineers quickly build relationships with clients. These teams, combined with our solution stack, enable efficient support, escalation and follow through to ensure complete coverage and deliver a world class customer service experience.

The IT Managed Services team delivers a fully Managed Services solution, as well as supplements companies with co-managed services to offload pain points, recurring technology or compliance requirements, and areas where specific expertise are required.

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MN - Bloomington: 952.925.6800 • Mankato: 507.625.8040 • Rochester: 507.292.8888 • St Cloud: 320.255.8888 • Willmar: 320.905.0289
WI - Eau Claire: 715.834.2670 • Hudson: 715.834.2679 • La Crosse: 608.782.7587





Technology Solution Proposal

Steve Quigley

steve.quigley@loffler.com

Date	Proposal #
04/10/18	CTEQ17904

Bill To: Norwood Young America, City Of
Kelly Hayes
PO Box 59
Norwood Young America, MN 55368

Phone: 952-467-1806 X639818

Fax:

Ship To: Norwood Young America, City Of
Kelly Hayes
PO Box 59
Norwood Young America, MN 55368

Phone: 952-467-1806 X639818

Fax:

Ln #	Qty	Description	Unit Price	Ext. Price
1		Part 1:Loffler Cloud Infrastructure		
2	4	CISCO MERAKI MX65 CLOUD MANAGEDSECURITY APPL	\$683.95	\$2,735.80
3	4	CISCO MERAKI 3YR MX65 ADVANCED SECURITY LICS AND SUP	\$938.88	\$3,755.52
4	4	CISCO MERAKI MR33 CLOUD MANAGEDAP	\$469.45	\$1,877.80
5	4	CISCO MERAKI 3YR ENTERPRISE LICS AND SUP	\$216.67	\$866.68
6	1	CISCO MERAKI MS120-24P 1G L2 CLOUD MNGD 24X GIGE 370W POE SWITCH	\$1,820.88	\$1,820.88
7	1	CISCO MERAKI MS120-24P ENT LICSAND 3YR SUP	\$205.84	\$205.84
8	20	Labor Estimate for Loffler Cloud Infrastructure	\$175.00	\$3,500.00
9		SubTotal		\$14,762.52
10		Optional Wireless Firewall and Non-Poe Switch*		
11	1	CISCO MERAKI MX65W CLOUD MANAGED SECURITY APPL WITH 11AC (Optional)	\$1,245.00	\$1,245.00
12	1	CISCO MERAKI 3YR MX65W ADVANCEDSECURITY LICS AND SUP (Optional)	\$1,600.00	\$1,600.00
13	1	CISCO MERAKI MS120-24 1G L2 CLOUD MNGD 24X GIGE SWITCH (Optional)	\$1,620.00	\$1,620.00

Ln #	Qty	Description	Unit Price	Ext. Price
14	1	CISCO MERAKI MS120-24 ENT LICS AND 3YR SUP (Optional)	\$185.00	\$185.00
15		*Please note-optional items aren't included in the total of this quote.		
16		Part II:Office 365		
17	7	Office 365 Business Premium-Per User-Per Month	\$15.00	\$105.00
18	1	Labor-Fixed Fee for Migration	\$4,200.00	\$4,200.00
19		SubTotal		\$4,305.00
20		Part III:Server Replacement		
21		HP Renew DL380 Server W/Single PROC, 96GB Ram, Redundant Power, 4-960GB SSD Drives, ILO, 3 Year Warranty Uplift to 24 X 7 X 4		
22	1	HP SMART BUY DL380 GEN9 E5-2640V4 SFF SVR	\$2,205.88	\$2,205.88
23	5	16GB 2RX4 PC4-2400T-R KIT	\$264.71	\$1,323.55
24	4	960GB SSD SATA 6GB/S RI-3 SC SPARE PROD SSL WARRANTY	\$700.00	\$2,800.00
25	1	500W FS PLAT HT PLG PWR SUPPLY KIT	\$176.47	\$176.47
26	1	ILO ADV 1-SVR INCL 1YR TS&U SW	\$229.41	\$229.41
27	1	3YR SMART BUY 24X7 FC SVC DL38X	\$1,117.65	\$1,117.65
28		Windows Server 2016		
29	8	OLP WIN SVR STD CORE 2016 SNGL 2LICS NL CORE LICS	\$110.19	\$881.52
30	7	OLP WIN SVR CAL 2016 SNGL NL USR CAL	\$37.95	\$265.65
31		HP Procurve 24 Port Poe Switch W/3 Year 24 X 7 X 4 Warranty Uplift		
32	1	2620-24-POE+ SWITCH 24PORT MANAGED 10/100 ENET PL=6H	\$1,214.25	\$1,214.25
33	1	3YR 24X7 2620-24 SWITCH FC SVC PL=LS	\$324.05	\$324.05
34	24	Labor for Server, Software and Switch Configuration and Installation.	\$175.00	\$4,200.00
35		SubTotal		\$14,738.43

Ln #	Qty	Description	Unit Price	Ext. Price
			Total Investment	\$33,805.95
			Sales Tax Calculated on Invoice	\$0.00
Total Monthly Charge			Shipping	\$0.00
			Total	\$33,805.95
			\$105.00	

PLEASE SIGN TO APPROVE QUOTE _____

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL PREP, INSTALL, DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. PARTIAL BILLING MAY APPLY FOR PRODUCTS AND SERVICES. THIS DOCUMENT IS CONFIDENTIAL AND SHOULD NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OF LOFFLER COMPANIES, INC.



TECHNOLOGY SERVICE PURCHASE ORDER

DRWORX

ORDER DATE: April 1, 2018
CUSTOMER NAME: City of Norwood Young America
CUSTOMER ADDRESS: 310 Elm Street West – Norwood Young America, MN 55368
CUSTOMER CONTACT: Kelly Hayes
EFFECTIVE DATE: April 1, 2018
PURCHASE ORDER TERM: 12 Months
RENEWALS: Verbal

DESCRIPTION OF SERVICES

Total Network, Inc. (TNI) shall provide the following services to customer:

- Setup and schedule periodic backups of servers and workstations
- Monitor and maintain all backup actions
- Conduct quarterly tests on all backups to maintain integrity
- Provide disaster recovery of files or entire servers or workstations
- Provide weekly backup reports
- Provide offsite storage for the backups (optional)
- Cloud Premium Server provides Cloud Access to Server

SERVERS/DESKTOPS/NOTEBOOKS

Customers may elect frequency of backups as well as scope of backups

All backups are encrypted

Active, real-time monitoring of backups, including monitoring of storage space and integrity of backup files

Quarterly tests are run on each server and each drive to ensure the backups can be used in a recovery situation

Emails are issued to customers upon completion of each test detailing results

Customers can choose to have their backups replicated TNI for redundancy

Customer may choose to replicate to cloud storage

All backups can be used to recover single files, single folders, or entire servers or workstations

Weekly reports are available to the customer. These reports detail backups completed as well as device status

Customer may choose between backup device purchase or rental

DEVICE DESCRIPTION AND PRICING

Device	Quantity	Price Per	Term	Total
Servers / Cloud Image	1	\$120 / Mo	12-MOS	\$1,444
Desktops / Cloud File	7	\$5.50 / Mo	12-MOS	\$462
Office 365 / Cloud Backup	7	\$3.50 / Mo	12-MOS	\$294
TOTAL				\$2,196

City of Norwood Young America

Total Network, Inc.

TODD MESSNER

DATE

DATE

Proofpoint Essentials

Advanced Package

The Technology

- » Robust Anti-spam & Multi-layered Anti-virus.
- » Advanced Protection against Malicious URLs and attachments.
- » Secure sensitive data leaving the organization with Email Encryption.
- » Intelligent Content Filtering.
- » Redeliver any inbound email lost or deleted in the last 30 days.
- » Protection of Social Media properties from spam and malware on up to 3 accounts.
- » Emergency Inbox for 24/7 Email Continuity.
- » Image-scanning technology to remove illicit images.

Features that makes it even better

- » A clean, easily navigated interface.
- » Single login for complete admin control.
- » Per user controls and quarantine access.
- » Automated provisioning.
- » Multi-level management options.

The Proofpoint Essentials Advanced Package provides next generation email security to protect business email both with the advanced protection of URL and Attachment Defense and Data Loss Prevention capabilities as well as comprehensive Email Continuity features to keep business communications up and running at all times. The addition of Email Encryption and Social Media Account Protection enhance these advanced security capabilities and enable secure communication of sensitive data.

Advanced Threat Protection Technology

Proofpoint Essentials leverages the advanced power of Targeted Attack Protection, Proofpoint's Industry Leading email analysis solution, to provide small to mid-sized enterprises with URL Defense and Attachment Defense, the only service that effectively detects, catches and analyzes malicious URLs and attachments targeting this market.

Data Loss Prevention and Content Filtering

Proofpoint Essentials eliminates the risk inherent in individuals making security and disclosure policy decisions by implementing a user-transparent, centrally based, policy-driven data loss prevention filter. Users simply send email, and the appropriate action is automatically taken.

Automated Email Encryption

Proofpoint Essentials Email Encryption is purpose built to help small and medium enterprises reduce the potential negative impacts of data loss by automatically encrypting email. The need to secure communications that contain sensitive data has never been greater. Fines, negative publicity and loss of customer trust await companies, both large and small, who lose confidential or customer information.

Never Miss an Email with Proofpoint Essentials Continuity

Smaller organizations rely heavily on email to do business but cannot justify the cost of building a highly redundant messaging infrastructure. A few minutes without email may be manageable but what about a few hours or a few days? According the recent survey conducted with Proofpoint Essentials customers, 74% of respondents said that email downtime would result in customer contact disruption affecting customer satisfaction. Keeping business email running as normal even when disaster hits is crucial to the smaller enterprise. Proofpoint Essentials' continuity features make this possible with the emergency inbox, instant replay of lost or deleted emails over the last 30 days and email spooling.

Social Media Account Protection

12% of all social media content contains security risks, including spam, malware, and criminal activity. As small enterprises look to grow their business by social media engagement, mitigating this risk is of paramount importance. Proofpoint Essentials can help. Social media account protection powered by Proofpoint Nexgate technology provides active protection for up to 3 branded social media accounts with a choice between Facebook, Twitter, LinkedIn Company pages and Google+.



Proofpoint Essentials Packages

Proofpoint Essentials, compatible with Microsoft Office 365, is available through 4 tailored packages, created to meet the varied business needs, feature requirements and budgets of smaller enterprises and channel partners.

	BEGINNER	BUSINESS	ADVANCED	PRO
SECURITY				
Signature-based Anti Virus	✓	✓	✓	✓
Spam Filtering	✓	✓	✓	✓
Reporting	✓	✓	✓	✓
Content Filtering	✓	✓	✓	✓
Outbound Filtering	✓	✓	✓	✓
Zero Hour Threat Detection	✓	✓	✓	✓
Imposter Email Detection	✓	✓	✓	✓
URL Defense		✓	✓	✓
Attachment Defense		✓	✓	✓
Data Loss Prevention (DLP)		✓	✓	✓
Email Encryption			✓	✓
Social Media Account Protection (up to 3 accounts)			✓	✓
CONTINUITY				
Emergency Inbox	30 Days	30 Days	30 Days	30 Days
Email Spooling	30 Days	30 Days	30 Days	30 Days
Instant Replay		30 Days	30 Days	30 Days
ARCHIVE				
Tamper-Proof and Offsite				✓
Search and eDiscovery				✓
Unlimited Storage (10yr Archive)				✓
MANAGEMENT				
Multi-level logins	✓	✓	✓	✓
Domain Management	✓	✓	✓	✓
Email Logs	✓	✓	✓	✓
Active Directory Sync	✓	✓	✓	✓

FREQUENTLY ASKED QUESTIONS ABOUT
MARCO'S IT
— SERVICES ANSWERED —

We know IT in and out, so we get lots of questions. Here are
answers to the ones that come up the most.



1.) HOW DO I KNOW IF WHAT I HAVE IN PLACE TODAY IS WORKING WELL FOR ME?

When a customer asks this question, we always respond with this question: "What do you have in place?" If you're wondering if what you have is working for you, make a list of your current IT infrastructure including people, hardware, software and any sources of frustration.



PEOPLE

Do you have dedicated personnel on staff to assist with IT support? Many times we find that the office "go-to" person is another employee who just happens to be good with computers, so everyone goes to them for help.

The companies without a dedicated IT person on staff are utilizing the resources of an employee whose unique ability may not be managing IT tasks. When that person is busy with their regular work, out sick or on vacation, the office enters "scramble mode" as soon as an IT issue pops up. For companies who do have a single dedicated IT person on staff, it is not uncommon for that person to spend most of their time on support related issues for users around the office. These include things like password resets, updating software, troubleshooting, helping with email and removing viruses, among many other tasks.

With this person spending their time on user support, they may be unable to dedicate time to look at the bigger picture of the organization's IT needs. What then happens is that the company can outgrow its current infrastructure. The IT department doesn't notice until it's too late, and changes happen reactively instead of proactively. Since changes are reactive, they tend to be rushed, expensive and not thoroughly thought out. This cycle repeats itself.

HARDWARE

How old are the computers in your office? The average shelf life for a computer is 3-5 years. And that's if you take care of it with regular maintenance.

Do you budget for new computers or are they purchased out of cash flow as they break down? Also, one of the first things we look at when assessing hardware needs is the current backup system. A tape backup, although reliable, has outrun its usefulness for most in the world of business IT. There are much more efficient and secure backup options available.



SOFTWARE

Is every staff member using the same version of business-critical software applications? These include:

- Operating Systems (Windows, Mac, etc.)
- Microsoft Office (Word, Excel, Powerpoint)
- Microsoft Outlook
- Other software specific to your industry
- Are all of your security patches up-to-date?

OTHER SOURCES OF FRUSTRATION

The three areas listed above (people, hardware, software) are usually the root cause behind any frustrations that come up around the office. Those frustrations include:

- Lack of support when needed
 - Turnaround time on support requests
 - Incompatibility between software versions
 - Slow or sluggish work stations
 - Inadequate backup systems
 - Constant issues with viruses, spam and malware
-

2.) CAN'T MY ON-SITE IT PERSON HANDLE EVERYTHING MY BUSINESS NEEDS?

We get this question all the time. It's a great question and once we uncover the pros and cons of using your on-site IT person, the benefits to utilizing our services quickly come to light. When it comes to on-site IT staff, there are usually two main issues that come up:

1. The IT person is always working with end users on day-to-day support. They don't have time to work on big projects and long-term planning.

2. The IT person is keeping your infrastructure up-to-date and they cannot devote the time needed to support the users on a daily basis.

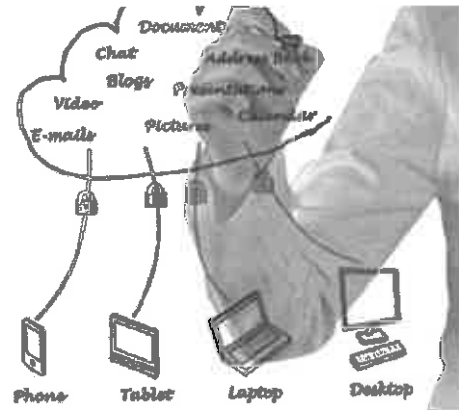
Most businesses with an on-site IT person fit into one of those two categories. The great thing about Marco's IT Service is that we can supplement either of those scenarios based on what your business needs.

To figure out where we fit best, we start with the current IT staff. What are their specific job duties? Is this that person's core competency? Where are they spending most of their time? What would make their life and job easier and more productive?

When you bring Marco in, we'll take a step back and look at your IT infrastructure from a very high level view and assess any gaps. Are the biggest gaps in user support? Or are they in long term planning and infrastructure development?

Many times we'll find that a business has a very competent IT person on staff. They would love to work with management on long-term planning and infrastructure for the IT growth of the company. However, they're too busy every day supporting users and doing "help desk" style tasks (Issue #1 from before).

When that's the case, Marco can come in and be that "on the front lines" support team so your in-house guru can focus on the big picture. They're then able to call on us as a consultant when needed.



Other times, we'll find that the on-site IT person simply doesn't have the knowledge or experience to take your company to the next level. They're great at day-to-day support and helping out users when needed (Issue #2 from before). This is where we can come in and act as the IT Consultant, or "Virtual CTO," for your management team. We'll keep the infrastructure up-to-date and let your in-house staff manage the users and support.

Or, if your company is lacking both, we can do both too.

3.) WHAT ARE THE SECURITY ISSUES THAT I SHOULD BE CONCERNED ABOUT?

If you have just one or two in-house IT staff members, security issues are one of hundreds of tasks they're faced with on a regular basis. Marco, on the other hand, has several staff members whose sole job is security. All day, every day, they're monitoring, updating, supporting and tweaking our security measures.

With IT data hosted on-site for a business, security measures taken are usually limited to routine setups. We find this all the time when we run an audit of a new customer's IT infrastructure.



One of the biggest misconceptions about outsourced IT and cloud computing has to do with security. Being an IT company, security is of the utmost importance to our business model.

Off-site or cloud-based IT infrastructure is almost always more secure than local installations. We have enterprise level security suites that are usually too expensive for our average customer. Given the economy of scale, we're able to provide the benefits of enterprise level security for small to mid-sized businesses.

When it comes to keeping your data secure, at least two firewalls are involved. One is installed on-site at your business. The other is a virtual firewall in our system that keeps your data separate from other customers' data. The two firewalls talk to each other over a secure connection at all times. The only way data can pass from your system to our data center is through the firewalls.

4.) HOW WILL UTILIZING OUTSOURCED IT AFFECT MY EMPLOYEES?

The biggest frustration we hear from end users (your employees) is the "hit-and-miss" nature of IT support. If your business has limited IT personnel on staff, the support response and solve-times will be all over the board, depending on their work load and schedule. If they go on vacation or are out sick, then the issues multiply rapidly.

Outsourcing the end-user support to Marco can alleviate those headaches. But then a new concern is introduced: a new set of people working with your staff.



We get it. Employees like to see familiar faces. Having a fellow co-worker in-house to help with their IT issues is comforting. Nobody likes change. One of the biggest concerns we hear from business owners is that their employees will get somebody different every time they call the support desk.

With over 460 certified systems engineers and technical representatives on staff, we've come up with a way to make sure your employees are greeted with the same people on a regular basis. We've simply created support teams. You'll be assigned a team of engineers who will always work on your IT support. Whether they come to your office, or your staff utilizes our remote support, you'll get the same group of people every time.

This approach makes our depth of resources greater than any in-house staff could hope to achieve. Average response times and delays in resolving issues also significantly decrease. There can certainly be a period of "growing pains" that every company must go through when transitioning to outsourced IT support. Our experience and team approach makes that transition a smooth one.

Another question that often comes up is if your employees will still be able to physically talk to someone. Absolutely! That communication is critical to proper IT support. Nothing beats the ability to talk to someone on the phone or face-to-face. Plus, our help-desk staff work locally at a Marco office. You'll never have your call shipped overseas.

These days, the majority of our IT customers choose to utilize our remote support services. This is the direction the industry is evolving and research shows that overall, end users are much more satisfied with the quality and speed of support.

We do offer on-site services as well. Whether you need to, or should, utilize our on-site services is entirely up to you and what works best for your business.

In most cases, our services work really well with in-house IT departments because we can supplement where needed. Your IT folks are happy because they have the needed support to do their jobs better. Your employees are happy because their issues are getting solved quickly and to their satisfaction.

5.) BUSINESS IT NEEDS CHANGE SO FAST, SO WILL THIS DECISION REALLY MAKE SENSE IN THE NEXT 6-18 MONTHS?

Keeping up with the changing IT landscape is what we do best. It's our job to be on top of this stuff. If anything, we'll be ahead of the curve.

It's almost a certainty that your IT needs will change in the coming months and years. We plan for that and we work growth models into our services. If you utilize the benefits of our cloud services, we can scale up or down quickly without your employees noticing a thing.

Our contracts don't lock you into rigid technology restraints. If growth and flexibility is what you want, that's exactly what you'll get.

Our IT services comes with regular Client Business Reviews with your account manager. We'll dig deep into your service offerings to see if any gaps are emerging. We'll look at the frequency and rate of your support desk calls to find any patterns. We'll talk about how your business is growing and plan accordingly. For example, if you have a major acquisition planned for the next quarter, we'll make sure everything is ready to implement your IT infrastructure smoothly and that the help desk is adequately staffed for an increase in call volume.



6.) ISN'T OUTSOURCING MORE EXPENSIVE THAN MANAGING IT IN-HOUSE?

In most cases, we've found that the true costs of an IT department for a business are not fully accounted for. Many companies try to allocate their IT costs based on the salary of one employee plus all costs paid to an official vendor for hardware and software. This approach does a good job of catching the big ticket items like servers and new computers. It's the small expenses that add up quickly, though. These are things like network cables, tape backups, web-ordered software updates and random expenses from employees. We've found in most cases that a large chunk of IT related expenses get swept under the rug. They're inaccurately accounted to other departments because the true nature of the expense isn't understood or well documented.



Then there are indirect expenses like productivity and morale that are impossible to track. When an employee's computer breaks down, they can't do any work until it is fixed. The longer they wait for the IT department to get back to them, the more it costs your business for that person to sit around waiting for IT support.

Breakdowns aside, what if every computer in your company ran twice as fast? Employees would spend less time waiting for programs to load, for emails to send and files to transfer. Those saved seconds turn into saved minutes which turn into saved hours and more. Multiply that by every employee in the company and your productivity just skyrocketed.

Then there are long-term expenses. Many smaller companies don't have a dedicated IT person on staff. They just have a single employee who is the unofficial "IT captain." It isn't their job, but it's part of what they do. IT support takes away from their core focus. As the IT needs ebb and flow, so does their productivity in their primary role.

Another simple but overlooked expense is training due to lack of documentation. When a new IT captain takes over, or tries to fill in, they must relearn processes and dig through archives of unorganized documents to figure out where to even start.

Overall, what we've found in our years of experience is that outsourcing is less expensive. Not always, but most of the time. We supplement where we're needed. In most cases, outsourcing a percentage of IT services ends up saving your company money.

We can add time back into your employees' days. We can make your users more productive and equip your IT staff to be more efficient. We'll make sure that all IT related costs are properly covered and accounted for.

To learn more about our IT services, start by requesting a consultation with one of our IT specialists.



Connect with us to learn more about Marco, our services and how we do business.





March 22, 2018

A Proposal for

Norwood Young America City

Kelly Hayes
cityclerk@cityofnyc.com

Prepared By

Dan Kellerman
Technology Advisor
320.259.3001 x2680
dan.kellerman@marconet.com

Document Number: 008861

taking technology further

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NYA - Technology Refresh

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Prepared for:

Norwood Young America City

310 Elm St W

Norwood, MN 55368-9701

Kelly Hayes

+1.952.467.1800

cityclerk@cityofnya.com

Quote Information:

Quote #: 008861

Version: 1

Date Issued: 03/22/2018

Expiration Date: 04/20/2018

■ Microsoft Office 365

Description	Recurring	Qty	Ext. Recurring
Microsoft - O365 - CSP - Business Premium - Per User	\$12.50	7	\$87.50

Monthly Subtotal: **\$87.50**

■ Wireless Access Points with Cloud Controller

Description	Price	Qty	Ext. Price
Meraki MR20 IEEE 802.11ac 1.30 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - Beamforming Technology - 1 x Network (RJ-45) - Ceiling Mountable, Wall Mountable, Desktop	\$549.00	2	\$1,098.00
Meraki MR Enterprise Cloud Controller License, 1 Year - Meraki MR Series Access Point - Subscription License 1 Access Point - 1 Year License Validation Period	\$150.00	2	\$300.00

Subtotal: **\$1,398.00**

■ Managed Network Switches

Description	Price	Qty	Ext. Price
Meraki MS120-24P Ethernet Switch - 24 x Gigabit Ethernet Network, 4 x Gigabit Ethernet Uplink - Manageable - Twisted Pair, Optical Fiber - Modular - 2 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	\$2,515.00	1	\$2,515.00
Meraki Enterprise License And Support - MS120-24P Cloud Managed Switch - License and Support - 1 Year License Validation Period	\$145.00	1	\$145.00
Meraki MS120-24 1G L2 Cloud Managed 24x GigE Switch - 24 x Gigabit Ethernet Network, 4 x Gigabit Ethernet Uplink - Manageable - Twisted Pair, Optical Fiber - Modular - 2 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	\$1,620.00	1	\$1,620.00
Meraki Enterprise License And Support - MS120-24 Cloud Managed Switch - License and Support - 1 Year License Validation Period	\$90.00	1	\$90.00

Subtotal: **\$4,370.00**

■ Firewall

Description	Price	Qty	Ext. Price
Meraki MX64 Cloud Managed Security Appliance - 5 Port - 10/100/1000Base-T Gigabit Ethernet - 25 VPN - USB - 5 x RJ-45 - Manageable - Desktop, Wall Mountable	\$595.00	1	\$595.00
Meraki MX64 Advanced Security License and Support, 1 Year - Meraki MX64 Cloud Managed Security Firewall Appliance - License 1 License - 1 Year License Validation Period	\$600.00	1	\$600.00

Subtotal: **\$1,195.00**

■ HPE Server

Description	Price	Qty	Ext. Price
HPE ProLiant MicroServer Gen10 Ultra Micro Tower Server - 1 x AMD Opteron X3216 Dual-core (2 Core) 1.60 GHz - 8 GB Installed DDR4 SDRAM - 1 TB (1 x 1 TB) Serial ATA/600 HDD - ClearOS - Serial ATA/600 Controller - 0, 1, 10 RAID Levels - 1 x 200 W - 32 GB R	\$659.00	1	\$659.00
HPE ProLiant MicroServer Gen10 Ultra Micro Tower Server - 1 x AMD Opteron X3216 Dual-core (2 Core) 1.60 GHz - 8 GB Installed DDR4 SDRAM - Serial ATA/600 Controller - 0, 1, 10 RAID Levels - 1 x 200 W - 1 Processor Support - 32 GB RAM Support - Gigabit Ethe	\$529.00	1	\$529.00
HPE 16GB DDR4 SDRAM Memory Module - 16 GB (1 x 16 GB) - DDR4 SDRAM - 2400 MHz - Unbuffered - 288-pin - DIMM	\$357.00	1	\$357.00
HPE MicroServer Gen10 Slim SFF SATA Enablement Kit	\$17.00	1	\$17.00
HPE 240 GB 2.5" Internal Solid State Drive - SATA - Hot Pluggable	\$390.00	1	\$390.00
HPE Care Pack Foundation Care - 3 Year Extended Service - Service - 24 x 7 x 4 Hour - On-site - Maintenance - Parts & Labor - Physical, Electronic Service - 4 Hour	\$203.00	2	\$406.00

Subtotal: **\$2,358.00**

■ Windows Server 2016 Essentials

Description	Price	Qty	Ext. Price
Microsoft Windows Server 2016 Essentials	\$427.00	1	\$427.00
Microsoft Windows Server 2016 Essentials - License - 1 Processor - Volume, Local Government - Microsoft Open License for Government - English - PC		1	
Microsoft Identity Manager - Software Assurance - 1 User CAL - Government - PC		4	

Subtotal: **\$427.00**

Battery Backup

Description	Price	Qty	Ext. Price
APC by Schneider Electric Smart-UPS 1500VA LCD 120V with Network Card - 1500 VA/1000 W - 120 V AC - 7 Minute Stand-by Time - 8 x NEMA 5-15R	\$853.68	1	\$853.68

Subtotal: **\$853.68**

Marco Professional Services

Description	Price	Qty	Ext. Price
Marco - T&M - Professional Services - To be billed on a time & materials basis	\$4,620.00	1	\$4,620.00

Subtotal: **\$4,620.00**

Quote Summary - One-Time Expenses

Description	Amount	
Wireless Access Points with Cloud Controller	\$1,398.00	
Managed Network Switches	\$4,370.00	
Firewall	\$1,195.00	
HPE Server	\$2,358.00	
Windows Server 2016 Essentials	\$427.00	
Battery Backup	\$853.68	
Marco Professional Services	\$4,620.00	
Total:		\$15,221.68

Quote Summary - Monthly Expenses

Description	Amount	
Microsoft Office 365	\$87.50	
Monthly Total:		\$87.50

Payment Terms:

Payment terms are net 15 days from date of Invoice. For orders over \$25,000, we require a twenty-five percent down at time of order. All Software and Hardware are invoiced at the time of delivery to the customer. Professional Services are due upon completion of the engagement or with progress billing as laid out in the scope of services.

Warranty:

Your equipment is covered by it's respective manufacturer warranties. Please consult the warranty documentation that accompanies the product for details. Any charges from the manufacturer are the sole responsibility of the customer (including, but not limited to, shipping, travel and/or labor charges). Marco can provide assistance with the processing of these warranties for a processing fee. Optional contracts or warranty enhancements are available for an additional fee at the time of purchase.

Returns:

Upon receipt of merchandise, make sure specifications are correct before opening or marking merchandise. If you need to make a return to Marco, you must: Request to return the UNOPENED merchandise within fifteen (15) days; Product must be returned in the original undamaged/unmarked box; Recognize that special or custom orders are non-returnable; Merchandise can be subject to restock fees and/or denial of return. – For Marco's Complete Return Policy, please refer to: <http://www.marconet.com/support/request-return/return-policy/>

Tax, Shipping, Errors:

Taxes, shipping, handling and other fees may apply where applicable. We reserve the right to cancel orders arising from pricing or other errors.



Marco Technologies, LLC

Norwood Young America City

Signature: _____

Name: Dan Kellerman

Title: Technology Advisor

Date: 03/22/2018

Signature: _____

Name: Kelly Hayes

Date: _____

PO Number: _____



Norwood Young America
310 Elm Street West – P.O. Box

Norwood Young America, MN
Phone: (952) 467-1800
Fax: (952) 467-1818
Website: www.cityofnya.com

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: April 23, 2018
SUBJECT: Resolution 2018-19, 2040 Comprehensive Plan Extension Request

Enclosed is Resolution 2018-19 which requests the Metropolitan Council approve an extension of the deadline for submitting the 2040 Comprehensive Plan. The City's Comprehensive Plan Steering Committee recommends submitting this request which extends the deadline for submittal from December 31, 2018 to June 28, 2019. The Met Council provides for such an extension for up to 1-year from the December 31st date. The purpose for the extension is to ensure that all the stakeholders have the appropriate time to review and comment on the Comprehensive Plan.

Also enclosed is a schedule for completing the Comprehensive Plan update and submitting it to the Met Council in March/April 2019.

Suggested Motion:

Motion to approve Resolution 2018-19, Resolution requesting additional time within which to complete Comprehensive Plan "Decennial" review obligations.

CITY OF NORWOOD YOUNG AMERICA
RESOLUTION NO. 2018-19

**RESOLUTION REQUESTING ADDITIONAL TIME WITHIN WHICH TO COMPLETE
COMPREHENSIVE PLAN "DECENNIAL" REVIEW OBLIGATIONS**

WHEREAS, Minnesota Statutes section 473.864 requires local governmental units to review and, if necessary, amend their entire comprehensive plans and their fiscal devices and official controls at least once every ten years to ensure comprehensive plans conform with metropolitan system plans and ensure fiscal devices and official controls do not conflict with comprehensive plans or permit activities that conflict with metropolitan system plans; and

WHEREAS, Minnesota Statutes sections 473.858 and 473.864 require local governmental units to complete their "decennial" reviews by December 31, 2018; and

WHEREAS, Minnesota Statutes section 473.864 authorizes the Metropolitan Council to grant extensions to local governmental units to allow local governmental units additional time within which to complete the "decennial" review and amendments; and

WHEREAS, any extensions granted by the Metropolitan Council must be submitted by May 31, 2018, and must include a timetable and plan for completing the review and amendment; and

WHEREAS, the City will not be able to complete its "decennial" review by December 31, 2018, for the following reasons: to ensure that all stakeholders have the appropriate time to review and comment on the update, including the Planning Commission, Senior Advisory Commission, Economic Development Commission, and Parks and Recreation Commission; and

WHEREAS, the City Council finds it is appropriate to request from the Metropolitan Council an extension so the City can have additional time to complete and submit to the Metropolitan Council for review an updated comprehensive plan and amend its fiscal devices and official controls.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NORWOOD YOUNG AMERICA, CARVER COUNTY, MINNESOTA, AS FOLLOWS:

1. The City Administrator is directed to submit to the Metropolitan Council no later than May 31, 2018, an application requesting an extension to June 28, 2019.
2. The City Administrator is directed to include with the request a reasonably detailed timetable and plan for completing: (a) the review and amendment by June 28, 2019; and (b) the review and amendment of the City's fiscal devices and official controls.

Adopted by the City Council this 23rd day of April, 2018.

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer

2040 COMP PLAN EXTENSION REQUEST

LOCAL PLANNING HANDBOOK

Please send your completed request form and accompanying Resolution via email or mail to the [Reviews Coordinator](#) at the Metropolitan Council by **May 31, 2018**. Your responses to the following questions will provide the Metropolitan Council with information needed to review your extension request.

1. Please provide the following information:

Community Name	Norwood Young America
Contact Person	Steve Helget
Request Date	
Phone Number	952-467-1818
Email Address	cityadmin@cityofnva.com

2. **PLANNING PROCESS TIMELINE:** Please provide the target dates for each step of the planning process identified below. If you have already completed a step, indicate "completed" with the date in the table.

Process Step	Target Date
Completion of draft plan text and mapping	7/2/2018
Initiation of 6-month review/comment period by adjacent jurisdictions, affected special districts, and school districts	8/1/2018
Public hearing date	2/26/2019
City Council / Town Board / County Board action	2/26/2019
Date of plan submission to the Metropolitan Council	3/29/2019
Completion of fiscal devices and official controls review/amendment	June 2019

3. **PLANNING ISSUES:** Please identify the issue(s) below that are contributing to the need for the requested extension.

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Staff workload <input type="checkbox"/> Contract planner delays <input type="checkbox"/> Issues affecting adjacent communities <input type="checkbox"/> Data/mapping/GIS <input checked="" type="checkbox"/> Area development or redevelopment plan(s) in process <input checked="" type="checkbox"/> Planning Commission/City Council/Board member concerns <input type="checkbox"/> Population, household, employment forecast issues <input type="checkbox"/> Sewer flow forecast issues <input checked="" type="checkbox"/> MUSA/Growth staging plan <input checked="" type="checkbox"/> Public participation process <input type="checkbox"/> Density policy issues | <ul style="list-style-type: none"> <input type="checkbox"/> Community Designation considerations <input type="checkbox"/> Development of plan components: <ul style="list-style-type: none"> <input type="checkbox"/> Existing Land Use <input type="checkbox"/> Future Land Use <input type="checkbox"/> Housing <input type="checkbox"/> Surface Water Management <input type="checkbox"/> Transportation <input type="checkbox"/> Wastewater <input type="checkbox"/> Parks and Trails <input type="checkbox"/> Water Supply <input type="checkbox"/> Implementation <input type="checkbox"/> Mississippi River Corridor Critical Area (MRCCA) <input type="checkbox"/> Other _____ |
|---|--|

4. Mark all that apply to your community.

- ☒ Planning Grant recipient
☐ Mapping Services requested

5. **ADDITIONAL INFORMATION:** Please provide explanation of the planning issues checked on the previous page. Include a realistic appraisal of your community's ability to submit your updated plan for review by indicated deadline, as well as the subsequent review/amendment of fiscal devices and official controls.

Norwood Young America began their update to the comprehensive plan as a general update, as many of the 2030 plan elements were thought to stay consistent into the 2040 forecast year. However, through the early public engagement and stakeholder engagement process, further revisions to goals, policies and implementation were identified. This process has proven to be beneficial for the city, as stakeholders are engaged throughout the process, but has added additional time to the schedule. Additional review from city boards and commissions was also added to the schedule to ensure that all parties are represented in the update.

Additionally, modifications have been made to the future land use plan and growth staging plan, warranting further review by the Planning Commission to ensure an understanding of how these elements can be used as decision making tools.

The request for an extension provides the city with an opportunity to ensure that the appropriate review of all updated plan elements can occur prior to the start of the 6-month review process.

A six month extension through June 28, 2019 is requested to complete the plan and fiscal devices review/amendment.

Please contact your **Sector Representative** if you need any assistance.

Norwood Young America Comprehensive Plan

Remaining Schedule

Date	Activity
April 5, 2018	Advisory Committee Meeting
April 23, 2018	Release full plan to Advisory Committee
April 23, 2018	City Council Hearing
May 1, 2018	Planning Commission Meeting
May 9, 2018	Economic Development Commission Meeting
May 10, 2018	Senior Advisory Commission Meeting
May 15, 2018	Parks & Recreation Commission Meeting
May 28, 2018	Plan comments to SRF (from Advisory Committee)
June & July	Additional Committee review <i>(as needed)</i>
August 1, 2018	Release of Draft to Public and Affected and Adjacent Communities
August to September	Public Open House
August to January	6-month review
February 26, 2019	Public Hearing
March to April	Plan finalization and submittal



Norwood Young America
310 Elm Street West – P.O. Box

Norwood Young America, MN
Phone: (952) 467-1800
Fax: (952) 467-1818
Website: www.cityofnya.com

TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: April 23, 2018
SUBJECT: Establish Civil Penalties for Administrative Enforcement Code

At the April 9th regular City Council meeting, the Council adopted Ordinance No. 300, Administrative Enforcement. Proposed is to discuss establishing a civil penalties schedule for offences subject to administrative enforcement. Currently in the absence of an identified civil penalty, the penalty is \$100 per violation.

In the event the Council reaches a consensus on civil penalty schedule, proposed is to consider scheduling a public hearing for the purpose of amending the 2018 Fee Schedule.

Suggested Motion:

Motion to schedule a public hearing for _____ 2018, for the purpose of considering the establishment of civil penalties for offences subject to administrative enforcement.

CITY OF NORWOOD YOUNG AMERICA

CARVER COUNTY, MINNESOTA

ORDINANCE NO. 300

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.

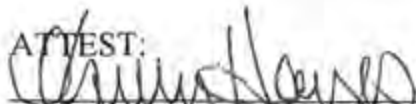
Subd. 10: Schedule of Civil Penalties

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 9th day of April, 2018.


Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer



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TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: April 23, 2018

SUBJECT: 793 Tacoma Ave. Nuisance Violations

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In respect to the property located at 793 Tacoma Ave. and the existing nuisance violations, the City Council has directed staff to pursue compliance through all avenues available under City Code. Jay Squires, City Attorney, mailed the property owner a letter stating such but to date the property hasn't been brought into compliance. At a regular Council meeting this past November Mark Metz, Carver County Attorney, was in attendance and stated the County would be willing to prosecute nuisance violations once the City made its attempts, as identified in the City Code, to bring the property into compliance.

In an effort to resolve the nuisance violations at 793 Tacoma Ave., proposed is the City Council consider to prosecute the matter criminally versus civil.

Suggested Motion:

Motion to authorize the Carver County Attorney to prosecute the nuisance violations currently existing on the property located at 793 Tacoma Avenue.



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TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: April 23, 2018
SUBJECT: Reschedule May 28, 2018 City Council Meeting

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Due to the Memorial Day holiday, proposed is to reschedule the May 28, 2018 Work Session/EDA/City Council meeting. Possible dates include May 24, 29, 30, or 31.

Suggested Motions:

Motion to reschedule the May 28, 2018 City Council regular meeting to 6:00 p.m. May __, 2018.
