



CITY COUNCIL AGENDA

May 30, 2018 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

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 April 23, 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.)
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 May 14, meeting
 - 4.2 Approve payment of claims
 - 4.3 Seasonal Staff Hiring
5. Public Hearings
 - 5.1 RG Enterprises Solicitors Permit Revocation Appeal
6. Old Business
7. New Business
 - 7.1 RG Enterprises Solicitors Permit Revocation Appeal
 - 7.2 Adopt Ordinance No. 301, Adding Section 1265 to the City Code
 - 7.3 Adopt Ordinance No. 302, Amending Section 1210 of the City Code
 - 7.4 Adopt Ordinance No. 303, Amending Sections 1230.08 and 1210.06 of the City Code
 - 7.5 Approve Resolution 2018-22, a CUP to allow Limited Manufacturing and Assembly at 124 Railroad St. W.
 - 7.6 Approve Willkommen Memorial Park Restroom Doors Electronic Timer Locks
 - 7.7 Award Swimming Pool Water Heater Replacement Quote
 - 7.8 Approve Hotel Study
 - 7.9 Approve Redevelopment Incentive Grant Program
 - 7.10 Accept Municipal Development Group Downtown Redevelopment Plan Proposal
 - 7.11 Review Draft Workplace Violence Policy
 - 7.12 Approve Veteran's Park 155 Howitzer Acquisition
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

- June 5 Planning Commission – 6:00 p.m.
- June 11 City Council – 6:00 p.m.
- June 13 EDC – 6:30 p.m.
- June 19 Parks and Rec. Commission – 5:30 p.m.
- June 21 Senior Advisory Committee – 9:00 a.m.
- June 25 Work Session, EDA, City Council – 6:00 p.m.
- July 18 Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:00 p.m.



City of Norwood Young America
EDA Minutes
April 23, 2018 – 6:00 p.m.
City Hall Council Chambers

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

STAFF: Administrator Steve Helget, Clerk/Treasurer Kelly Hayes

OTHERS: NYA Library Paul Ericcson & Heidi Hoks, Abdo Auditor Brad Falteysek, Attorney Jay Squires (consultant), Cynthia Smith-Strack (consultant), Nick Molnau, Diane Henning, Tina Diederick, Deborah Matiak, Dale Hoof

1. Call Meeting of Economic Development Authority to Order
 - 1.1 Pledge of Allegiance
Meeting was called to order by President Lagergren at 6:20pm.

2. Approve Agenda
 - 2.1 Approve minutes of March 26, 2018

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

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

3. Adjournment

Motion: MM/CS to adjourn at 6:21pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Carol Lagergren, President

Kelly Hayes, City Clerk / Treasurer



CITY COUNCIL MINUTES

May 14, 2018 - 6:00 p.m.

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, Fire Chief Steve ZumBerge

OTHERS: LaVonne Kroells, Justin Spande, Carrie Pauly, Tina Diedrick, Carver County Deputy Matt Arnst, Deb Barber

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

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

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

3.1 Sheriff Deputy Matt Arnst, Quarterly Report

Watched speeds on Highway 212 recently. Most traffic is driving around 58 – 60 mph in the 55mph zone. There were some drivers that were ticketed due to speeding. Due to a new computer system for the Carver County Sheriff's office, not all of the City Codes can be ticketed by the department. City Staff will be reviewing, comparing and adjusting the list.

3.2 Deb Barber, Metropolitan Council

Represents Carver County at Met Council. Serves on Community Development, Transportation and Management Committee within the Met Council. Councilmember McPadden asked about funding for Highway 212. Barber said that Highway 212 it is currently being worked on and they hope to have a policy plan update later in the year. She will be looking into if the update includes four lanes from NYA to Cologne.

Public Comment

LaVonne Kroells, on behalf of the Legion and auxiliary, it is poppy week and the actual day is on Friday. Poppies are a donation they do not sell them. Money goes towards different veteran programs.

Resident Carrie Pauly is requesting increased signage especially on Central/2nd Street because drivers are not stopping.

4. Consent Agenda

4.1 Approve minutes of April 23, 2018 meetings

4.2 Approve payment of claims

4.3 Approve Jason Winter appointment to the Economic Development Commission

4.4 ~~Appoint Seasonal Hiring's~~

4.5 Approve Exempt Permit – Stiftungsfest

4.6 Approve 2018-2019 Liquor Licenses

Mayor Lagergren requested to move item 4.4 Appoint Seasonal Hirings to 7.11 under new business.

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

5. Public Hearings - none

6. Old Business

6.1 Update from SRF Consulting Group on U.S. Highway 212 Underpass Preliminary Design

Kevin Juille from SRF gave update on underpass project. They have not come across any issues that would increase the cost more than originally anticipated. Changes/additions: sidewalks (paid by MNDot), adjusted trail, and retaining wall added on north side. SRF should have the final cost estimate at a June meeting. School board will be reviewing the land needed for the project.

6.2 Update from MnDOT on Highway 212 and Tacoma Avenue intersection

Jon Solberg from MNDot reviewed the different plans for the Tacoma/Highway 212 intersection. The final decision was to install an "R" turn. Drivers that are driving south on Tacoma and wanting to take a left to go east on Highway 212, will be required to take a right and then around 600 feet there will be an "R" turn that they will take to turn around to go east.

Morse Street intersection will be changed also. The street on the south side of Highway 212 will be closed and a cul-de-sac will be put in. Drivers that are on the north side of Morse/ 212 that want to head east, will need to drive to Reform Street to turn around. They will not be able to take a left at that intersection.

6.3 Update from MnDOT on Contract Administration

Council has not received a copy of this contract. They will review it at the next meeting.

6.4 Award Grass Rig Truck Sale

Received six bids. Highest bid was \$5050 from Steve Curfman.

Motion: MM/CH to accept the bid and the sale of the 1990 Chevy K3500 4x4 of \$5,050 from Steve Curfman of Curfman Trucking.

Vote 5 - 0. Motion carried.

7. New Business

7.1 Approve Purchase and Installation of Civil Defense Siren

Fire Chief ZumBerge presented proposals for purchasing and installing a new civil defense siren that will be located at the Wastewater Treatment Plant. This item was budgeted for this year.

Motion: CS/DS to purchase a 130 db Rotating Mechanical Siren from Federal Signal Corporation to accept Ready Watt Electric's quote to install the siren; and to accept A-Electric's quote for completing the electrical connection work. Vote 5 - 0. Motion carried.

7.2 Review Heritage Center Building Roof Replacement

This spring there were multiple leaks on the Heritage Center roof that caused damage in the Heritage Center and Food Shelf. Tony received three different proposals for three different types of roofs.

Pitched roof: \$115,622.24 - has a 50 year warranty

Black Foam Membrane: \$64,650 - 20 year warranty

Foam System: \$25,679 - 10 year warranty

Motion: DS/CS to award the Heritage Center building roof replacement project to Kohl's Foam Systems for \$25,679. Vote 5 - 0. Motion carried.

7.3 Review Heritage Center Elevator Repair Proposals

Elevator at Heritage Center quit working. Two proposals were received to fix it.

Motion: CS/DS to hire Access Lifts to repair the elevator at the Heritage Center / Food Shelf for the amount of \$4,129. Vote 5 - 0. Motion carried.

7.4 Review City Code pertaining to Mailboxes Damaged by City Snow Removal

Currently the City Code states that if a mailbox is damaged due to snowplowing, the property owner is responsible for fixing/replacing it. It was suggested to see what other city's do in cases such as this. Because it is located in Chapter 12 of the City Code, the Planning Commission should review it.

Motion: CH/MM to direct the Planning Commission to pursue an amendment to Chapter 12, Section 1245.07, Subd 1 (h). Vote 5 - 0.

Motion carried.

7.5 Update on West Carver Community Pool

It is possible for the kiddie pool to be repaired during this season; the pool would need to be closed while it is being repaired. Tony has received two proposals: one is for \$17,000 and the other is for \$21,000. This price does not include repairing the large pool (one proposal to repair the large pool is \$36,000). This is not an item that was budgeted.

Motion: CS/CH that we give permission to approve the most responsible bid based on the timeline. Vote 5 - 0. Motion carried.

7.6 Approve Amended West Carver Community Pool Policy Manual

Reviewed by Personnel and Parks & Recreation commission. Only minor adjustments.

Motion: CH/MM to approve the 2018 West Carver Community Pool Manual. Vote 5- 0. Motion carried.

7.7 Award Community Entrance Signs - JIT Companies change in quote

The council had approved the bid from JIT Companies at a previous meeting for \$5601. Due to the curve in the sign, the new proposal is \$6693.51.

Motion: MM/CS to approve the updated quote from JIT Companies. Vote 5 - 0. Motion carried.

7.8 Review City Code pertaining to Peddlers, Solicitors, Transient Merchants Business Hours

This came up due to an issue that arose between a resident and a solicitor. Our code currently states that the hours they can work is from 7am - 9pm. Because this would be a change to the City Code, there would need to be a public hearing.

Motion: MM/CS to schedule a public hearing from 6:00pm on June 11, 2018, for the purpose of considering an amendment to Section 310.09 of the City Code. Vote 5 - 0. Motion carried.

7.9 Approve Transient Merchant License

Justin Spande from Fireman's Barbeque LLC has applied for a Transient Merchant permit. This permit would allow him to sell his BBQs from a food trailer for up to 120 days. He said that he would make the BBQs in the morning and would sell until he sold out.

Car Quest has agreed to let Mr. Spande use their property.

Motion: CH/CS to approve the Transient Merchant Application from Justin Spande, doing business as Fireman's Barbeque, LLC, and not to exceed 120 consecutive days at the location of 309 Faxon Road North as listed in Chapter 3, Section 310 of the City Code. Vote 5 - 0.

Motion carried.

7.10 Schedule Hearing on RG Enterprises, Inc. Solicitors Permit Revocation

Michael Garber, of RG Enterprises, Inc, was issued a solicitor's permit to sell Kirby vacuum cleaners. Due to an altercation with a resident, Mr. Garber was given a warning for disorderly conduct for not leaving the household when asked. On April 18, a letter was sent to Mr. Garber from City Administrator Steve Helget, stating that his solicitor's permit was revoked. RG Enterprises, Inc, has requested a public hearing to appeal the permit revocation.

Motion: CH/MM to schedule a public hearing for 6:00pm, May 30, 2018, for the purpose of considering an appeal by RG Enterprises, Inc on the revocation of their solicitor's permit. Vote 5 - 0. Motion carried.

7.11 Appoint Seasonal HIRINGS

Mayor Lagergren requested that this item be moved under new business. The Personnel Committee is in the process of reviewing seasonal wages based on other communities. The committee recommends hiring the staff on the list and they plan to have a revised salary chart before the council at the next meeting.

Motion: CL/CS to hire the following seasonal staff for the 2018 summer season: Ellie Coffel - lifeguard, Lucille Coffel - lifeguard, Kaitlyn Gamber - lifeguard, Katana Golberg - Pool Manager, Kailey Golberg - lifeguard, Bon Hoen - Public Services Worker, Cambria Jacobs - oncall Manager, WSI & lifeguard, Megan Knutson - lifeguard, Ben Lagergren - oncall manager, WSI and lifeguard, Maddie Maurer - lifeguard, Amber Orr - oncall manager, WSI and lifeguard, Kit Swanson - lifeguard, Mary Wenisch - lifeguard, Grace Wickenhauser - lifeguard and WSI. Vote 5 - 0. Motion carried.

8. Council Member & Mayor Reports

CH - Didn't attend the last Planning meeting. Discussed the 2018 and 2040 Comp Plan.

MM - Had joint meeting with Chamber and EDC. Discussed what is available for new businesses. Reviewed the strengths/challenges for both downtown areas. EDC plans to have the monument signs installed by Stiftungsfest.

DS - none

CS - dedication of restrooms and "Carl" the bench will be May 15 at 5:30pm.

CL - Small Business Breakfast had 25 attendees. 60th anniversary of auxiliary available at Heritage Center. Attended Yellow Ribbon banquet. SmartLink received inquiry from MRCI which would bring the bus up to 32 hours a week. Reminder that it is available for everyone within county. Music in the Park starting very soon. Openings for swimming lessons. Looking for lawn mowers for the summer season. Vickerman land closing occurred last Thursday.

UPCOMING MEETINGS / EVENTS

May 15 Parks and Rec. Commission - 5:30 p.m.

May 17 Senior Advisory Committee - 9:00 a.m.

May 30 Work Session, EDA, City Council - 6:00 p.m.

June 5 Planning Commission - 6:00 p.m.

June 11 City Council - 6:00 p.m.

June 13 EDC - 6:30 p.m.

July 18 Joint Meeting - City Council, EDC, Planning Commission, and Chamber of Commerce Board - 6:00 p.m.

9. Adjournment

Motion: MM/CH to adjourn at 8:27pm. Vote 5 - 0. Motion carried.

Sincerely Submitted:

Carol Lagergren, Mayor

Kelly Hayes, City Clerk / Treasurer

CITY OF NORWOOD YOUNG AMERICA

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

To Be Approved: May 30, 2018

Pre-Paid Claims	<u>\$16,941.09</u>
(Check Sequence #504766-504782)	

Claims Pending Payment	<u>\$78,082.21</u>
(Check Sequence #28102-28144)	

Grand Total	<u>\$95,023.30</u>
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PAYROLL MAY 17, 2018

CHECK #	EMPLOYEE	GROSS
504766	ARETZ, BRENT R	\$2,521.60
504767	BIPES, DEBORAH	\$183.43
504768	CANO, JOEY M	\$1,620.00
504769	DHOORE, PAUL	\$1,844.00
504770	FRATUS, DOMINIC	\$433.16
504771	HAAG, HERMAN	\$269.69
504772	HAYES, KELLY	\$2,340.00
504773	HELGET, STEVE	\$3,644.00
504774	HOEN, ROBERT G.	\$349.53
504775	Hormann, Duane	\$388.57
504776	JAUS, RODNEY D	\$1,620.00
504777	LENZ, DEBRA A	\$1,924.80
504778	MENZEL, ALICIA	\$1,702.40
504779	SCHNEEDWIND, BRIAN O	\$1,660.80
504780	STENDER, DANIEL H	\$2,068.80
504781	VOIGT, ANTHONY	\$2,556.00
504782	KLEINBANK - NET	<u>\$16,941.09</u>
	GROSS	\$25,126.78

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MAY 2018

			Check Amt	Invoice	Comment
10100 CHECKING					
Paid Chk#	028102	5/30/2018	ACCESS LIFTS, INC.		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$1,044.47	M3178SA-22	SEMI-ANNUAL CONTRACT
	Total ACCESS LIFTS, INC.		\$1,044.47		
Paid Chk#	028103	5/30/2018	ADC SERVICES INC		
E 101-43100-208	Medical-Physicals		\$24.00	181115	
E 601-49400-208	Medical-Physicals		\$12.00	181115	
E 602-49450-208	Medical-Physicals		\$12.00	181115	
	Total ADC SERVICES INC		\$48.00		
Paid Chk#	028104	5/30/2018	CARDMEMBER SERVICE		
E 101-41400-350	Print/Publishing/Postage		\$410.82		
E 101-41400-200	Office Supplies		\$107.35		
E 101-49860-209	Swim Uniforms		\$246.32		
E 101-41110-430	Miscellaneous		\$50.00		
E 101-43100-212	Motor Fuels		\$151.79		
E 602-49450-210	Operating Supplies		\$91.10		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$91.75		
E 101-43100-210	Operating Supplies		\$57.26		
E 101-49860-223	Repair/Maintenance Bldg/Ground		\$599.31		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$122.27		
E 101-41400-430	Miscellaneous		\$26.89		
	Total CARDMEMBER SERVICE		\$1,954.86		
Paid Chk#	028105	5/30/2018	CARVERLINK-CARVER CO BROADBAND		
E 101-41940-321	Telephone		\$142.84		
E 601-49400-321	Telephone		\$77.14		
E 602-49450-321	Telephone		\$77.14		
E 101-42200-321	Telephone		\$234.07		
E 101-43100-321	Telephone		\$48.57		
E 101-45200-321	Telephone		\$48.57		
E 101-41940-321	Telephone		\$137.14		
E 101-41300-321	Telephone		\$120.96		
E 101-41320-321	Telephone		\$120.96		
E 101-41400-321	Telephone		\$145.15		
E 101-46500-321	Telephone		\$48.38		
E 101-42100-321	Telephone		\$24.19		
E 101-45500-321	Telephone		\$24.19		
	al CARVERLINK-CARVER CO BROADBAND		\$1,249.30		
Paid Chk#	028106	5/30/2018	CASSIN, ANDREA		
E 601-49400-432	Refund		\$75.00		
	Total CASSIN, ANDREA		\$75.00		
Paid Chk#	028107	5/30/2018	CENTER POINT		
E 101-45500-383	Gas Utilities		\$69.19		314 ELM ST W
E 101-41940-383	Gas Utilities		\$42.12		318 ELM ST W

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MAY 2018

		Check Amt	Invoice	Comment
E 601-49400-383	Gas Utilities	\$165.94		104 3RD AVE SE
E 101-41940-383	Gas Utilities	\$173.62		310 ELM ST W
E 601-49400-383	Gas Utilities	\$18.23		640 TACOMA BLVD
E 602-49450-383	Gas Utilities	\$19.49		406 2ND AVE SE
Total CENTER POINT		\$488.59		
Paid Chk# 028108	5/30/2018	CITIZEN STATE BANK HSA ACCTS		
G 101-21718	HSA ACCOUNT	\$333.33		DHOORE APRIL
G 101-21718	HSA ACCOUNT	\$333.33		DHOORE MAY
G 101-21718	HSA ACCOUNT	\$333.33		ARETZ MAY
G 101-21718	HSA ACCOUNT	\$333.33		MENZEL MAY
G 101-21718	HSA ACCOUNT	\$166.67		LENZ MAY
Total CITIZEN STATE BANK HSA ACCTS		\$1,499.99		
Paid Chk# 028109	5/30/2018	CRYSTEEL TRUCK EQUIPMENT, INC		
E 101-43100-221	Repair/Maintenance Equipment	\$1,390.00	LP184512	FORMED EDGE, CUTTINGEDGE, HEADLIGHT
Total CRYSTEEL TRUCK EQUIPMENT, INC		\$1,390.00		
Paid Chk# 028110	5/30/2018	DELTA DENTAL		
G 101-21714	Dental Insurance	\$1,279.05	7291928	DENTAL INSURANCE
Total DELTA DENTAL		\$1,279.05		
Paid Chk# 028111	5/30/2018	DHOORE, PAUL		
E 602-49450-207	Training Instructional	\$8.00		
Total DHOORE, PAUL		\$8.00		
Paid Chk# 028112	5/30/2018	DPC INDUSTRIES INC		
E 601-49400-216	Chemicals and Chem Products	\$81.50	827000745-18	CHLORINE & PARTS
E 101-49860-216	Chemicals and Chem Products	\$162.99	827000746-18	CHLORINE
Total DPC INDUSTRIES INC		\$244.49		
Paid Chk# 028113	5/30/2018	DROEGE, BRAD		
E 101-42200-331	Travel/Meeting Expense	\$373.23		LODGING
Total DROEGE, BRAD		\$373.23		
Paid Chk# 028114	5/30/2018	EHLERS AND ASSOCIATES, INC		
E 101-41500-310	Other Professional Services	\$500.00	76745	DISCLOSURE FEE
Total EHLERS AND ASSOCIATES, INC		\$500.00		
Paid Chk# 028115	5/30/2018	EMERGENCY APPARATUS MAINTENANC		
E 101-42200-221	Repair/Maintenance Equipment	\$781.74	99696	LADDER 11
Total EMERGENCY APPARATUS MAINTENANC		\$781.74		
Paid Chk# 028116	5/30/2018	FAHJE, MARILYN		
E 601-49400-432	Refund	\$75.00		FINAL WATER BILL OVERPAYMENT
Total FAHJE, MARILYN		\$75.00		
Paid Chk# 028117	5/30/2018	GRAINGER		
E 602-49450-221	Repair/Maintenance Equipment	\$16.12	9790262001	TIMER

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MAY 2018

			Check Amt	Invoice	Comment
Total GRAINGER			\$16.12		
Paid Chk#	028118	5/30/2018	HEALTH PARTNERS		
G	101-21706	Hospitalization/Medical Ins	\$10,195.46		
Total HEALTH PARTNERS			\$10,195.46		
Paid Chk#	028119	5/30/2018	HEDTKE, CHERYL		
E	831-45250-470	Donation Expense	\$796.87		FLOWERS
Total HEDTKE, CHERYL			\$796.87		
Paid Chk#	028120	5/30/2018	KENNEDY & GRAVEN CHTD		
E	431-41960-300	Professional Svcs	\$612.59		VICKERMAN TIF
Total KENNEDY & GRAVEN CHTD			\$612.59		
Paid Chk#	028121	5/30/2018	KERBER, EIMILE		
G	101-22102	Community Garden Escrow	\$25.00		GARDEN DEPOSIT
Total KERBER, EIMILE			\$25.00		
Paid Chk#	028122	5/30/2018	KLEINBANK		
G	101-21718	HSA ACCOUNT	\$166.67		SCHNEEWIND MAY
G	101-21718	HSA ACCOUNT	\$583.33		STENDER MAY
G	101-21718	HSA ACCOUNT	\$543.33		HELGET MAY
Total KLEINBANK			\$1,293.33		
Paid Chk#	028123	5/30/2018	LANO EQUIPMENT		
E	101-43100-221	Repair/Maintenance Equipment	\$454.80	17608A	BOBCAT REPAIRS
E	101-45200-223	Repair/Maintenance Bldg/Ground	\$110.00	22034	AUGER RENTAL
Total LANO EQUIPMENT			\$564.80		
Paid Chk#	028124	5/30/2018	LOVELETTE, DENISE		
G	101-22102	Community Garden Escrow	\$25.00		GARDEN DEPOSIT
Total LOVELETTE, DENISE			\$25.00		
Paid Chk#	028125	5/30/2018	MCFOA		
E	101-41400-433	Dues and Subscriptions	\$45.00		
Total MCFOA			\$45.00		
Paid Chk#	028126	5/30/2018	MID COUNTRY BANK		
G	101-21718	HSA ACCOUNT	\$453.33		MAY PAYMENT
Total MID COUNTRY BANK			\$453.33		
Paid Chk#	028127	5/30/2018	MID-COUNTY CO-OP OIL ASSN		
E	101-43100-212	Motor Fuels	\$1,118.61	42680	DYED DIESEL
Total MID-COUNTY CO-OP OIL ASSN			\$1,118.61		
Paid Chk#	028128	5/30/2018	MINI BIFF		
E	101-45200-418	Other Rentals (Biffs)	\$110.16	A-94739	LEGION PARK
Total MINI BIFF			\$110.16		

CITY OF NORWOOD YOUNG AMERICA

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MAY 2018

			Check Amt	Invoice	Comment
Paid Chk#	028129	5/30/2018	MINNESOTA VALLEY TESTING LAB		
E	602-49450-217	Lab Fees	\$36.20	917409	PHOSPHORUS
E	602-49450-217	Lab Fees	\$36.20	916516	PHOSPHORUS
Total MINNESOTA VALLEY TESTING LAB			\$72.40		
Paid Chk#	028130	5/30/2018	MLC LLC		
E	601-49400-432	Refund	\$81.20		UTILITY OVERPAYMENT
Total MLC LLC			\$81.20		
Paid Chk#	028131	5/30/2018	MUNICIPAL DEVELOPMENT GROUP		
E	101-46500-310	Other Professional Services	\$1,566.05	NYA050718	EDC SERVICES
Total MUNICIPAL DEVELOPMENT GROUP			\$1,566.05		
Paid Chk#	028132	5/30/2018	NORTH AMERICAN SAFETY INC		
E	101-43100-211	Personal Protection Equipment	\$864.87		
E	601-49400-211	Personal Protection Equipment	\$200.97		
E	602-49450-211	Personal Protection Equipment	\$200.97		
E	101-41940-210	Operating Supplies	\$26.00	34743	GLOVES
Total NORTH AMERICAN SAFETY INC			\$1,292.81		
Paid Chk#	028133	5/30/2018	NYA TIMES		
E	601-49400-350	Print/Publishing/Postage	\$548.10	597752	DRINKING WATER REPORT
E	601-49400-350	Print/Publishing/Postage	\$75.00	598223	WATERING RESTRICTIONS
E	603-49500-350	Print/Publishing/Postage	\$44.00	598224	GRASS CLIPPINGS
E	101-41400-350	Print/Publishing/Postage	\$15.12	599528	SOLICITORS PERMIT
Total NYA TIMES			\$682.22		
Paid Chk#	028134	5/30/2018	POWERPLAN		
E	101-43100-221	Repair/Maintenance Equipment	\$1,674.77		LOADER REPAIRS
Total POWERPLAN			\$1,674.77		
Paid Chk#	028135	5/30/2018	REICHMAN, CARLA		
E	601-49400-432	Refund	\$54.92		OVERPAYMENT OF FINAL H2O BILL
Total REICHMAN, CARLA			\$54.92		
Paid Chk#	028136	5/30/2018	RUPP, ANDERSON, SQUIRES, PA		
E	101-41500-304	Legal Fees	\$676.50		ORDINANCES
E	101-41500-304	Legal Fees	\$650.15		MISC ATTY
G	812-22100	Escrow Collected	\$115.50		VICKERMAN
E	101-41500-304	Legal Fees	\$465.00		COUNCIL
Total RUPP, ANDERSON, SQUIRES, PA			\$1,907.15		
Paid Chk#	028137	5/30/2018	SRF CONSULTING GROUP INC		
E	101-41320-310	Other Professional Services	\$4,069.21	10479.00-11	COMP PLAN UPDATE
E	522-43100-528	Underpass Expenses	\$25,050.59	11012.00-5	UNDERPASS
Total SRF CONSULTING GROUP INC			\$29,119.80		
Paid Chk#	028138	5/30/2018	STATE BANK OF HAMBURG		
G	101-21718	HSA ACCOUNT	\$453.33		JAUS MAY PAYMENT

CITY OF NORWOOD YOUNG AMERICA

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*Check Detail Register©

MAY 2018

			Check Amt	Invoice	Comment
Total STATE BANK OF HAMBURG			\$453.33		
Paid Chk#	028139	5/30/2018	STRACK CONSULTING LLC		
E 101-41320-305	Other Professional Fees		\$960.00	1091	PLANNING CONSULTANT
Total STRACK CONSULTING LLC			\$960.00		
Paid Chk#	028140	5/30/2018	SUN LIFE ASSURANCE COMPANY		
G 101-21707	Disability Insurance		\$387.81		
Total SUN LIFE ASSURANCE COMPANY			\$387.81		
Paid Chk#	028141	5/30/2018	TASC		
G 101-21713	Health Care Reimbursement Acct		\$165.00	IN1273051	ADMIN FEE, RENEWAL FEE
Total TASC			\$165.00		
Paid Chk#	028142	5/30/2018	UNUM LIFE INSURANCE CO		
G 101-21715	Life Ins		\$60.60	0421562-001 7	LIFE, AD&D
G 101-21715	Life Ins		\$63.12	0421563-001 4	LIFE
Total UNUM LIFE INSURANCE CO			\$123.72		
Paid Chk#	028143	5/30/2018	VOIGT, TONY		
E 101-49860-223	Repair/Maintenance Bldg/Ground		\$63.98		
Total VOIGT, TONY			\$63.98		
Paid Chk#	028144	5/30/2018	XCEL ENERGY		
E 601-49400-381	Electric Utilities		\$2,117.38		104 3RD AVE SE
E 101-41940-381	Electric Utilities		\$1,181.70		
E 101-42200-381	Electric Utilities		\$274.45		
E 101-42500-381	Electric Utilities		\$12.10		
E 101-43100-380	Street Lighting		\$3,902.77		
E 101-43100-381	Electric Utilities		\$403.13		
E 101-45200-381	Electric Utilities		\$372.86		
E 101-45500-381	Electric Utilities		\$647.41		
E 601-49400-381	Electric Utilities		\$565.62		
E 602-49450-381	Electric Utilities		\$3,500.66		
E 101-49860-381	Electric Utilities		\$230.98		
Total XCEL ENERGY			\$13,209.06		
10100 CHECKING			\$78,082.21		

CITY OF NORWOOD YOUNG AMERICA

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***Check Detail Register©**

MAY 2018

Check Amt Invoice Comment

Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$43,225.03	
431 TIF District 3-6	\$612.59	
522 Underpass Project	\$25,050.59	
601 WATER FUND	\$4,148.00	
602 SEWER FUND	\$4,089.63	
603 STORM WATER UTILITY	\$44.00	
812 Vickerman - 2018 Expansion	\$115.50	
831 DONATIONS - NYA CIP	\$796.87	
	<hr/>	
	\$78,082.21	



TO: Mayor Lagergren and Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: May 30, 2018

RE: Seasonal Staff Hiring

Applications were accepted for seasonal staff. The council approved the hiring of most of the seasonal staff at the meeting on May 14, 2018. Below is a list of additional staff for the 2018 season.

RECOMMENDATION:

A motion to hire the following seasonal staff for the 2018 summer season:

Ashley Schwichtenberg - Lifeguard

Emilee Gustin – Public Services Workers

Norwood Young America

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



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: May 30, 2018
SUBJECT: RG Enterprises, Inc. Solicitors Permit Revocation – Public Hearing

The purpose of the public hearing is to consider an appeal by RG Enterprises, Inc. on the revocation of their Solicitors Permit. Mr. Michael Gerber is the owner of RG Enterprises and has requested the hearing.

On April 5, 2018 the City issued a solicitors permit to RG Enterprises, Inc. to go door-to-door attempting to obtain orders or schedule appointments to demo their vacuums. On April 17th, a citizen(s) contacted the Carver County Sheriff's Office complaining about the salesmen and their aggressive behaviors. According to the Sheriff's Office no criminal act was committed but the owner of RG Enterprises, Mr. Michael Gerber was given a warning for disorderly conduct for not leaving households when asked. The City also received complaints from citizens concerning RG Enterprises' sales tactics and bullying sales approach.

Based on citizen complaints and my conversation with the Carver County Sheriff's Office, on April 18th I mailed Mr. Gerber a letter revoking his solicitors permit.

Enclosures include:

1. Letter dated April 18, 2018 revoking RG Enterprises' Solicitors Permit
2. RG Enterprises Solicitors Permit application
3. Michael Gerber's letter requesting a hearing on revoking their Solicitors Permit
4. Letter dated May 16, 2018 informing Mr. Gerber of the hearing scheduled for May 30th
5. Carver County Sheriff's Office Log Notes from April 17, 2018
6. Section 310 of the City Code titled Peddlers, Solicitors, and Transient Merchants.

Suggested Motions:

Motion to reinstate RG Enterprises, Inc. Solicitors Permit.

OR

Motion to deny the reinstatement of RG Enterprises', Inc. Solicitors Permit.

Norwood Young America



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

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

April 18, 2018

Mike Gerber
RG Enterprises Inc.,
3721 County Road 42 W
Burnsville, MN 55306

Dear Mr. Gerber:

On April 5, 2018 the City issued you a solicitor's permit to sell Kirby vacuums door to door in the city. The City has received complaints concerning your sales tactics and bullying sales approach. The City has been advised that citizens have asked you and/or your employees to leave and that you have repeatedly refused to do so when asked.

Per section 310.06 of City Code, your solicitor's permit is hereby immediately revoked. Grounds for revocation include violation of section 310, including sections 310.05, (E) (Bad Business Practices) and 310.09, (C) and (G) behaviors that are threatening to the public and refusal to leave when requested.

You have a right to a hearing by requesting for such in writing within 10 business days of this letter.

Sincerely,


Steven Helget
City Administrator



SOLICITORS PERMIT
310 Elm Street West, P.O. Box 59
NYA, MN 55368
952-467-1800

Valid From 4-5-18 4-5-19

Date of Application 4-5-18

Applicant's Full Legal Name ~~Ben Gibson~~ Ben Gibson

Home Address/Phone ~~12605~~ 605-464-7514
12605 Everest Trail av

Description (hair/eye color, height, weight, etc.) Brown, 62, 170, Blue

Applicant regular place of business Burnsville MN

Solicit business names and phone R G Enterprises Inc

Type of solicit business Kirby Vacuum

All other business names/phone 952-882-2948

Annual or daily license Annual

Dates conducting business in City 4-5-18 4-5-19

Contact phone number & address during solicitation 507-213-3857, 605-464-7514

Any convictions other than traffic offenses (within last 5 years) NO

3 recent solicitation locations Bloomington MN, Austin MN, Minneapolis MN

Proof of any required county license Property owner written permission (if applicable)

Description of items to be sold or services provided Kirby Vacuum Appliances

Names of all parties authorized by this permit see Attached Ben Gibson, Mike
Gabel, Michael Donahue, Dustin Holicky, Michael Sauter
Burton, O'Shea Kegan, Francis Blalock

[Signature]
APPLICANT SIGNATURE

[Signature]
CITY OFFICIAL SIGNATURE

April 25, 2018

Dear Mr. Helget:

I am requesting a hearing on the revoking of our Solicitor's Permit in Norwood Young America. We received our permit and then pulled. We need to be heard in all fairness before the loss of our permit with in your city there is always to sides to the story.

Thank you

Michael A Gerber
Business Owner

A handwritten signature in black ink that reads "Michael A. Gerber". The signature is written in a cursive, flowing style. The first name "Michael" is written with a large, looped 'M'. The middle initial "A." is written with a small 'A' followed by a period. The last name "Gerber" is written with a large, looped 'G' and a long, sweeping horizontal line that extends to the right.



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

May 16, 2018

Michael Gerber
RG Enterprises Inc.,
3721 County Road 42 W
Burnsville, MN 55306

Dear Mr. Gerber:

The City of Norwood Young America received your letter dated April 25, 2018, which you've requested a hearing for the purpose of considering an appeal on the revocation of your Solicitors Permit.

The Norwood Young America City Council has scheduled the hearing for 6:00 p.m., May 30, 2018 in the City Council Chambers, 310 Elm Street W., Norwood Young America.

Sincerely,


Steven Helget
City Administrator



Carver County Sheriff's Office
 606 East 4th Street
 Chaska, MN 55318
 (952) 361-1212

05/10/2018

CALL FOR SERVICE

Agency S Carver County Sheriff's
 Incident # 201800011360 Case #

Blotter

Log

Date/Time	Officer Id	Log Entry
4/17/2018 19:42:28	356jp Personius, Jenna	solicitor comp/lasts seen w on elm/124 is on the front of the van/pati plate o 075
4/17/2018 19:55:49	356jp Personius, Jenna	feeling threatened bc they are taking pics of him
4/17/2018 20:02:05	356jp Personius, Jenna	martingale can see one walking E
4/17/2018 20:05:10	330cv VanDenBroeke, Chris	881/ out with by 87075 in front of 812 martingale
4/17/2018 20:22:20	881EW Wolf,Eric	Parties have a valid solicitor permit through the city of NYA. RP at 811 Elm St W advised parties to get off of his property and solicitors continued to try to sell Kirby Vacuums.
4/17/2018 20:23:41	881EW Wolf,Eric	Solicitors left and came back a short time later to show their solicitors permit. RP did not want to speak with them and advised them to leave his property. RP has a valid permit to carry and had a holstered handgun and remained on his property.
4/17/2018 20:24:24	881EW Wolf,Eric	Solicitors felt uncomfortable seeing the handle of the firearm visible from RP's waistline.
4/17/2018 20:24:49	881EW Wolf,Eric	Solicitors were warned for disorderly conduct as they did not leave when asked and continued to argue.
4/17/2018 20:25:03	881EW Wolf,Eric	Solicitors will remain in the area until 2100 hours
4/17/2018 20:25:12	881EW Wolf,Eric	Incident Closed by MDT
4/17/2018 20:31:34	881EW Wolf,Eric	Gerber said no crime was committed on their part or Kube's and requested to continue their sales. Parties talked to about their sales tactics.

TimeChanged	Dispatcher	Agency	UnitID	Status	Officer1	Officer2	Officer3
4/17/2018 19:42:51	356jp	S	3A881	2 Enroute	881EW		
4/17/2018 19:59:08	356jp	S	4B876	2 Enroute	876RT	846CH	
4/17/2018 20:01:23	317ad	S	3A881	3 Scene	881EW		
4/17/2018 20:04:31	330cv	S	3A881	4 Traffic	881EW		
4/17/2018 20:06:45	330cv	S	3A881	6 10-25 At	881EW		
4/17/2018 20:07:22	330cv	S	4B899	W DISP	899DB		
4/17/2018 20:07:25	330cv	S	4B899	2 Enroute	899DB		
4/17/2018 20:07:53	330cv	S	4B899	3 Scene	899DB		
4/17/2018 20:11:51	330cv	S	4B876	1 Available	876RT	846CH	
4/17/2018 20:20:56	330cv	S	4B899	1 Available	899DB		
4/17/2018 20:25:12	881EW	S	4B899	1 Available	899DB		
4/17/2018 20:25:12	881EW	S	3A881	1 Available	881EW		
4/17/2018 20:25:12	881EW	S	4B876	1 Available	876RT	846CH	

Section 310 – Peddlers, Solicitors, and Transient Merchants

310.01 Definitions and Interpretation. Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and the neuter, and vice-versa. The term “shall” means mandatory and the term “may” is permissive. The following terms shall have the definitions given to them:

Peddler. The term “peddler” shall mean a person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of offering for sale, displaying or exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise, or other personal property, that the person is carrying or otherwise transporting. The term peddler shall mean the same as the term hawker.

Person. The term “person” shall mean any natural individual, group, organization, corporation, partnership, or association. As applied to groups, organizations, corporations, partnerships, and associations, the term shall include each member, officer, partner, associate, agent, or employee.

Regular Business Day. Any day during which the City Hall is normally open for the purpose of conducting public business. Holidays defined by State law shall not be counted as regular business days.

Solicitor. The term “solicitor” shall mean a person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services, of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person’s activity is to obtain or attempt to obtain orders as discussed above. The term solicitor shall mean the same as the term canvasser.

Transient Merchant. The term “transient merchant” shall mean a person who temporarily sets up business out of a vehicle, trailer, boxcar, tent, other portable shelter, or empty store front for the purpose of exposing or displaying for sale, selling, or attempting to sell, and delivering, goods, wares, products, merchandise, or other personal property, and who does not remain or intend to remain in any one location for more than one hundred twenty (120) consecutive days.

310.02 Exceptions to Definitions. For the purpose of the requirements of this Section, the terms “peddler,” “solicitor,” and “transient merchant” shall not apply to any person selling or attempting to sell at wholesale any goods, wares, products, merchandise, or other personal property, to a retailer of the item(s) being sold by the wholesaler. The terms also shall not apply to any person who makes initial contacts with other people for the purpose of establishing or trying to establish a regular customer delivery route for the delivery of perishable food and dairy products such as baked goods and milk, nor shall they apply to any person making deliveries of perishable food and dairy products to the customers on his or her established regular delivery route. In addition, persons conducting the type of sales commonly known as garage sales, rummage sales, or estate sales, as well as those persons participating in an organized multi-person bazaar or flea market, shall be exempt from the definitions of peddlers, solicitors, and transient merchants, as shall be anyone conducting an auction as a properly licensed auctioneer, or any officer of the court conducting a court ordered sale. Exemption from the definitions for the scope of this Section shall not excuse any person from complying with any other applicable statutory provision or local Section.

310.03 Licensing.

Subd. 1 County License Required. No person shall conduct business as a peddler, solicitor, or transient merchant within the City limits without first having obtained the appropriate license from the County as required by Minnesota Statutes Chapter 329 as amended.

Subd. 2 City License Required. Except as otherwise provided for by this Section, no person shall conduct business as either a peddler or a transient merchant without first having obtained a license from the City.¹

Subd. 3 Application. Application for a City license to conduct business as a peddler or transient merchant shall be made at least three (3) regular business days prior to the closest regularly scheduled council meeting before the applicant desires to begin conducting business. Application for a license shall be made on a form approved by the City Council and available from the offices of the City Administrator. All applications shall be signed by the applicant. All applications shall include the following information:

- A. Applicant's full legal name.
- B. All other names under which the applicant conducts business or to which applicant officially answers.
- C. A physical description of the applicant (hair color, eye color, height, weight, distinguishing marks and features, etc.).
- D. Full address of applicant's permanent residence.
- E. Telephone number of applicant's permanent residence.
- F. Full legal name of any and all business operation(s) owned, managed, or operated by applicant, or for which the applicant is an employee or agent.
- G. Full address of applicant's regular place of business (if any).
- H. Any and all business related telephone number(s) of the applicant.
- I. The type of business for which the applicant is applying for a license.
- J. Whether the applicant is applying for an annual or daily license.
- K. The dates during which the applicant intends to conduct business, and if the applicant is applying for a daily license, the number of days he or she will be conducting business in the City.
- L. Any and all address(es) and telephone number(s) where the applicant can be reached while conducting business within the City, including the location where a transient merchant intends to set up business.
- M. A statement as to whether or not the applicant has been convicted within the last five years of any felony, gross misdemeanor, or misdemeanor for violations of any state or federal statute or any local Section, other than traffic offenses.
- N. A list of the three (3) most recent locations where the applicant has conducted business as a peddler, solicitor, or transient merchant.
- O. Proof of any required county license.
- P. Written permission of the property owner or the property owner's agent for any property to be used by a transient merchant.
- Q. A general description of the items to be sold or services to be provided.
- R. If the license is on behalf of a group of people, the names or adequate identifying description of all parties intended to be authorized by the group license.
- S. All additional information deemed necessary by the City Council.

Subd. 4 Fee. All applications for a license under this Section shall be accompanied by the fee established in the City's fee schedule as adopted from time to time by the Council.

¹ Court decisions prohibit licensing of Solicitors. See 310.08.

Subd. 5 Procedure. Upon receipt of the completed application and payment of the license fee, the City Administrator shall forward the application to the Council prior to the next regularly scheduled council meeting. An application shall be determined to be complete only if all required information is provided. The City Administrator, within two regular business days of receipt, shall determine if the application is complete. If the Administrator determines that the application is incomplete, the Administrator shall inform the applicant of the required necessary information which is missing. The Council shall review the application and order any investigation, including background checks, necessary to verify the information provided with the application. The Council shall, at the meeting following receipt of the application, vote whether or not to issue the license. If the Council approves the application, the Administrator shall be instructed to issue a license to the applicant. If the Council rejects the application, the applicant shall be notified in writing of the Council's decision, the reason for the denial, and of his or her right to appeal the denial by petitioning the Minnesota Court of Appeals for a Writ of Certiorari.

Subd. 6 Duration. An annual license granted under this Section shall be valid for one calendar year from the date of issue. All other licenses granted under this Section shall be valid only during the time period indicated on the license.

310.04 License Exemptions. No license shall be required for any person to sell or attempt to sell, or to take or attempt to take orders for, any product grown, produced, cultivated, or raised on any farm. No license shall be required of any person going from house-to-house, door-to-door, business-to-business, street-to-street, or other type of place-to-place when such activity is for the purpose of exercising that person's State or Federal Constitutional rights (i.e., freedom of speech, press, religion etc.). Except that this exemption may be lost if the person's exercise of Constitutional rights is merely incidental to a commercial activity. Professional fundraisers working on behalf of an otherwise exempt person or group shall not be exempt from the licensing requirements of this Section.²

310.05 Ineligibility for License. The following shall be grounds for denying a license under this Section:

- A. The failure of the applicant to obtain and show proof of having obtained any required County license.
- B. The failure of the applicant to truthfully provide any of the information requested by the City as a part of the application, or the failure to sign the application, or the failure to pay the required fee at the time of application.
- C. The conviction of the applicant within the past five years from the date of application, for any violation of any Federal or State statute or regulation, or of any local Section, which adversely reflects on the person's ability to conduct the business for which the license is being sought in an honest and legal manner or that will not adversely affect the health, safety, and welfare of the residents of the City. Such violations shall include but not be limited to: burglary, theft, larceny, swindling, fraud, unlawful business practices, and any form of actual or threatened physical harm against another person.
- D. The revocation within the past five years of any license issued to the applicant for the purpose of conducting business as a peddler, solicitor, or transient merchant.
- E. The applicant is determined to have a bad business reputation. Evidence of a bad business reputation shall include, but not be limited to, the existence of more than 3 complaint(s) against the applicant with the Better Business Bureau, the Attorney General's Office, or other similar business or consumer rights office or agency, within the preceding twelve (12) months, or 6 such complaints filed against the applicant within the preceding five (5) years.

310.06 Suspension and Revocation. Any license issued under this Section may be suspended or revoked at the discretion of the City Council for violation of any of the following:

- A. Fraud, misrepresentation, or incorrect statements on the application form.

² Court decisions prohibit licensing these types of activities.

- B. Fraud, misrepresentation, or false statements made during the course of the licensed activity.
- C. Conviction of any offense for which granting a license could have been denied under Subsection 310.05 of this Code.
- D. Violation of any provision of this Section.

The suspension or revocation of any license issued for the purpose of authorizing multiple persons to conduct business as peddlers or transient merchants on behalf of the licensee, shall serve as a suspension or revocation of each such authorized person's authority to conduct business as a peddler or transient merchant on behalf of the licensee whose license is suspended or revoked.

Subd. 1 Notice. Prior to revoking or suspending any license issued under this Section, the City shall provide the license holder with written notice of the alleged violation(s) and inform the licensee of his or her right to a hearing on the alleged violation. Notice shall be delivered in person or by mail to the permanent residential address listed on the license application, or if no residential address is listed, to the business address provided on the license application.

Subd. 2 Public Hearing. Upon receiving the notice provided in Subdivision 1, the licensee shall have the right to request a public hearing. If no request for a hearing is received by the City Administrator within ten (10) regular business days following the service of the notice, the City may proceed with the suspension or revocation. For the purpose of mailed notices, service shall be considered complete as of the date the notice is placed in the mail. If a public hearing is requested within the stated timeframe, a hearing shall be scheduled within twenty (20) days from the date of the request. Within three (3) regular business days of the hearing, the City Council shall notify the licensee of its decision.

Subd. 3 Emergency. If in the discretion of the City Council, imminent harm to the health or safety of the public may occur because of the actions of a peddler or transient merchant licensed under this Section, the Council may immediately suspend the person's license and provide notice of the right to hold a subsequent public hearing as prescribed in Subdivision 2 of this Section.

Subd. 4 Appeals. Any person whose license is suspended or revoked under this Section shall have the right to appeal that decision in court.

310.07 Transferability. No license issued under this Section shall be transferred to any person other than the person to whom the license was issued.

310.08 Registration. All solicitors, and any person exempt from the licensing requirements of this Section under Subsection 310.04, shall be required to register with the City. Registration shall be made on the same form required for a license application, but no fee shall be required. Immediately upon completion of the registration form, the City Administrator shall issue to the registrant a Certificate of Registration as proof of the registration. Certificates of Registration shall be non-transferable.

310.09 Prohibited Activities. No peddler, solicitor, or transient merchant shall conduct business in any of the following manners:

- A. Calling attention to his or her business or items to be sold by means of blowing any horn or whistle, ringing any bell, crying out, or by any other noise, so as to be unreasonably audible within an enclosed structure.
- B. Obstructing the free flow of either vehicular or pedestrian traffic on any street, alley, sidewalk, or other public right-of-way.
- C. Conducting business in such a way as to create a threat to the health, safety, and welfare of any individual or the general public.

- D. Conducting business before seven o'clock in the morning (7:00 a.m.), or after nine o'clock at night (9:00 p.m.).
- E. Failing to provide proof of license or registration, and identification, when requested; or using the license or registration of another person.
- F. Making any false or misleading statements about the product or service being sold, including untrue statements of endorsement. No peddler, solicitor, or transient merchant shall claim to have the endorsement of the City solely based on the City having issued a license or certificate of registration to that person.
- G. Remaining on the property of another when requested to leave, or to otherwise conduct business in a manner a reasonable person would find obscene, threatening, intimidating, or abusive.

310.10 Exclusion by Placard. No peddler, solicitor, or transient merchant, unless invited to do so by the property owner or tenant, shall enter the property of another for the purpose of conducting business as a peddler, solicitor, or transient merchant when the property is marked with a sign or placard at least three and three-quarter (3-3/4) inches long and three and three-quarter (3-3/4) inches wide with print of at least 48 point in size stating "No Peddlers, Solicitors, or Transient Merchants," or "Peddlers, Solicitors, and Transient Merchants Prohibited," or other comparable statement. No person other than the property owner or tenant shall remove, deface, or otherwise tamper with any sign or placard under this Section.

310.11 Violations and Penalties. Any person who violates any provision of this Section shall be guilty of a misdemeanor and upon conviction of any violation shall be subject to a fine not to exceed seven hundred dollars (\$700) or a jail sentence not to exceed ninety (90) days, or both, plus the cost of prosecution. Each day a violation exists shall constitute a separate violation for the purposes of this Section.



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

From: Cynthia Smith Strack, Consulting Planner

Date: May 30, 2018

Re: Ordinance 301: An Ordinance Adding a New Section 1265 to the City Code Relating to Enforcement.
Ordinance 302: An Ordinance Amending the Title of Section 1210 of the City Code.

BACKGROUND

The City Council previously enacted a code amendment providing for administrative citations as an option to other enforcement remedies contained in the City Code. The proposed administrative actions supplement and complement existing enforcement tools including: civil remedies, criminal citations, injunctive relief, after-the-fact permitting, stop work order issuance and the like.

The administrative citation enabling language was included in Chapter One of the Code as Section 120.04. However, in addition to the enabling language, a few supplemental adjustments are recommended by the City Attorney. Two of those supplemental adjustments pertain to Code standards providing for land use (i.e. Chapter 12 of the City Code). Land use code amendments require public hearing and recommendation by the Planning Commission.

To those ends, the City Attorney has drafted Ordinance 301 and 302. Individual action on each ordinance is required. Both ordinances are attached.

Ordinance 301 is entitled "An Ordinance Adding a New Section 1265 to the City Code Relating to Enforcement". The proposed ordinance allows for administrative penalties as defined in Section 120.04 of the Code (please find a copy of Section 120.04 attached).

Ordinance 302 is entitled "An Ordinance Amending the Title of Section 1210 of the City Code" and simply amends the title of 1210 from "Administration" to "Administration & Enforcement".

The Planning Commission held a public hearing on the draft Ordinances on May 1, 2018 and recommended approval.

ACTION

The City Council is to take action, individually, on Ordinance 301 and 302. No summary publication is attached as the code amendments are very brief.

CITY OF NORWOOD YOUNG AMERICA

CARVER COUNTY, MINNESOTA

ORDINANCE NO. 301

AN ORDINANCE ADDING A NEW SECTION 1265 TO CITY CODE RELATING TO
ENFORCEMENT

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

SECTION 1. ADDITION OF SECTION. A new section 1265 is added to the Norwood
Young America City Code as follows:

Section 1265 – Enforcement

1265.01 Penalty. The violation of any provision of Chapter 12 of City Code, or the
violation of any condition or requirement of any permit or approval given under Chapter
12, shall constitute a misdemeanor. Each day that a violation continues shall be a separate
offense.

1265.02 Alternatives to Criminal Prosecution. The City may take any additional action
necessary to prevent or remedy violations, including but not limited to the following:

- A. Orders for corrective action.
- B. Administrative penalties as provided by City Code.
- C. District court civil enforcement, including injunctive relief.
- D. After-the-fact permitting.

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

Adopted by the City Council this 30th day of May, 2018.

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer

**City of Norwood Young America
Summary of Ordinance No. 301
Amending City Code adding Section 1265**

The City of Norwood Young America has adopted Ordinance No. 301 entitled "An Ordinance Adding a new Section 1265 to City Code relating to Enforcement." The following is a summary of the adopted ordinance:

Section 1265 – Enforcement

1265.01 Penalty. The violation of any provision of Chapter 12 of City Code, or the violation of any condition or requirement of any permit or approval given under Chapter 12, shall constitute a misdemeanor. Each day that a violation continues shall be a separate offense.

1265.02 Alternatives to Criminal Prosecution. The City may take any additional action necessary to prevent or remedy violations, including but not limited to the following:

- A. Orders for corrective action.
- B. Administrative penalties as provided by City Code.
- C. District court civil enforcement, including injunctive relief.
- D. After-the-fact permitting.

Effective Date: This ordinance becomes effective upon its passage and publication according to law. The ordinance was adopted by the City Council on May 30, 2018.

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

CITY OF NORWOOD YOUNG AMERICA

CARVERY COUNTY, MINNESOTA

ORDINANCE NO. 302

AN ORDINANCE AMENDING THE TITLE OF SECTION 1210 OF CITY CODE
THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA HEREBY
ORDAINS:

SECTION 1: AMENDMENT TO SECTION 1210. The title of Section 1210, of the
Norwood Young America City Code is hereby amended as follows:

The new title of Section 1210 shall be "Administration"; "& Enforcement" shall be
deleted from the title.

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

Adopted by the City Council this 30th day of May, 2018.

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer

**City of Norwood Young America
Summary of Ordinance No. 302
Amending City Code adding Section 1265**

The City of Norwood Young America has adopted Ordinance No. 301 entitled "An Ordinance Amending the Title of Section 1210 of City Code." The following is a summary of the adopted ordinance:

SECTION 1: AMENDMENT TO SECTION 1210. The title of Section 1210, of the Norwood Young America City Code is hereby amended as follows:

The new title of Section 1210 shall be "Administration"; "& Enforcement" shall be deleted from the title.

Effective Date: This ordinance becomes effective upon its passage and publication according to law. The ordinance was adopted by the City Council on May 30, 2018.

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



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

From: Cynthia Smith Strack, Consulting Planner

Date: May 30, 2018

Re: Public Hearing: Text Amendment – Limited Manufacturing and Assembly RC-1 District

BACKGROUND

Adam White (Purchaser) and Steve Curfman (Property Owner) have applied for a text amendment to the RC-1 Residence Neighborhood Commercial District. The Applicant's request the City consider amending Chapter 12, Section 1230.08, Subd. 4 by adding subsection (G) allowing custom or limited manufacturing, assembly, or treatment of articles or merchandise from previously prepared materials, such as cloth, fiber, leather, metal, paper, plastic, stone, wax, wood, and wool. If approved the amendment would allow Adam White d.b.a. VisionTech to operate an assembly operation at 124 Railroad Street West. The Application and a map of the subject property is attached for your information.

The RC-1 Residence Neighborhood Commercial District is adjacent to Railroad Street West.

The RC-1 District is intended to include primarily established residential areas where changing conditions have made certain commercial uses suitable and not incompatible with the basic residential character of the district. The district is also intended for certain residential areas which, by reason of proximity to existing commercial areas and major streets, would be suitable for limited office use. It is further the intention of this Section that the classification as RC-1 of an area will aid in the preservation and stabilization of property values.



The City previously updated standards in the C-3 Downtown Districts to provide for similar types of low intensity assembly uses provided the uses were contained entirely within a structure.

A draft Ordinance is attached. Please note to limit visual intrusion and the nature of the use the following conditions are proposed for contemplated uses which are identical to those in the standards pertaining to said uses in the Downtown Districts:

- i. No outdoor storage of any kind, including but not limited to materials, equipment, or machinery shall be permitted.
- ii. All business vehicles shall be accommodated by off-street parking.
- iii. Office or retail sales areas shall be maintained at the front (street-facing) side of the building.
- iv. The standards of Section 1245.01 (Performance Standards) and 1245.02 (Architectural Standards and Guidelines) apply.

The Planning Commission held a public hearing on the proposed text amendment on May 1, 2018. The Commission found (a) the proposed use was the same as that allowed for the previous several years in the C-3 District, (b) the proposed minimum conditions would require such operations to occur within a structure, and (c) the conditional use would allow properties to be put to use and help stabilize the neighborhood. The Commission recommends the City Council approve the amendment with aforementioned required conditions.

ACTION

Consideration of code amendment allowing limited manufacturing and assembly as conditional uses in the RC-1 District. A RESOLUTION authorizing summary publication is also attached.



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

From: Cynthia Smith Strack, Consulting Planner

Date: May 30, 2018

Re: Conditional Use Permit: Assembly, Limited Manufacturing at 124 Railroad Street West (VisionTech)

Applicants: Steve Curfman (Property Owner)
Adam White d.b.a. VisionTech (Prospective Property Owner)

Subject Property Address: 124 Railroad Street West

Legal Description: Lot 7 and the West 20 feet of Lot 8, Block 17 in the Village of Norwood.

Property ID: 580501140

Zoning Class: RC-1 Residence Neighborhood Commercial District

Request: A conditional use permit to allow limited assembly and testing of electronic and technology devices

BACKGROUND

Adam White (Purchaser) and Steve Curfman (Property Owner) have applied for a conditional use permit concurrent with filing of a text amendment to the RC-1 Residence Neighborhood Commercial District.

The Applicant requests the City consider issuance of a CUP to allow assembly and testing of technology products at 124 Railroad Street West. A narrative of the use is attached as submitted by the Applicant. No changes to the building footprint are proposed.

Examination of Code Requirements

NYA City Code requirements applicable to this Conditional Use Permit Request are itemized below; consulting staff comments are illustrated in **red bold, italic type face**.

General Criteria for Approval of Conditional Use Permits

The Planning Commission is to examine the request under Section 1210.06 Conditional Use Permits, Subd. 3(A) and 3(B). The City may, as it deems necessary to protect the health, safety, and general welfare of the public, require additional performance standards.

The specific conditions the proposed use must meeting follow:

1. No outdoor storage of any kind, including but not limited to materials, equipment, or machinery shall be permitted. *DISCUSSION: No outdoor storage of any kind is proposed.*
2. All business vehicles shall be accommodated by off-street parking. *DISCUSSION: No business vehicles are proposed to be stored on site.*
3. Office or retail sales areas shall be maintained at the front (street-facing) side of the building. *DISCUSSION: The Applicant certifies office space will be retained in the front of the structure.*
4. The standards of Section 1245.01 (Performance Standards) and 1245.02 (Architectural Standards and Guidelines) apply. *DISCUSSION: Noise, glare, odor, smoke, vibration, etc standards contained in Section 1245.01 apply.*

The general conditions all proposed CUP must meet follow:

1. The use is consistent with goals, policies and objectives of the Comprehensive Plan. *DISCUSSION: The 2008 NYA Comprehensive Plan guides the subject area to continued blended use.*
2. The use is consistent with the intent of this Ordinance. *DISCUSSION: The intent of the RC-1 District is to blend existing uses and preserve property values. In the event a concurrent request for text amendment is acted on favorably, any/all standards required for assembly type uses are herein incorporated by reference.*
3. The use does not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements. *DISCUSSION: The proposed use shall occupy and existing structure which is currently served by a full array of urban services. The proposed use will not overly burden existing utilities in terms of volume used/capacity required or type of waste produced.*
4. The use does not have an undue adverse impact on the public health, safety or welfare. *DISCUSSION: The proposed use will be operated within an existing structure. No expansion of the existing building footprint is contemplated.*
5. The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood. *DISCUSSION: Adjacent uses are commercial/industrial in nature. The use as provided for in the City Code appears to blend in with the uses within the general locale.*
6. The use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *DISCUSSION: The subject site lies within a fully developed part of the original townsite and appears to be consistent with adjacent uses.*
7. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided. *DISCUSSION: The subject parcel is an existing, improved lot with a full complement of urban services provided.*
8. Adequate measures have been or will be taken to provide for vehicular and pedestrian safety and convenience to, from and within the site. *DISCUSSION: No changes to the structure are proposed. Vehicular and pedestrian circulation patterns are already established.*
9. The use meets all of the performance criteria requirements as established in Section

1245.01 of this chapter. *DISCUSSION: As a condition of approval, the proposed use shall meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.*

10. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located. *DISCUSSION: No changes to the structural footprint are proposed, as such any existing inconsistencies with lot/structure performance standards are presumed of legal, non-conforming status. No outdoor storage is allowed or proposed. Parking is dependent on structural square footage (one space per 2,000 sf of structure) or number of employees (one per employee on the largest shift) and number of company vehicles. The structure is approximately 2,275 sf. The Applicant reports having two part-time employees at this time. The Applicant reports having no company vehicles at this time. Adequate space for parking appears evident on site.*

Planning Commission Recommendation

The Planning Commission held a public hearing on the request on May 1, 2018. The PC recommended conditional approval of the CUP request based on the facts outline above. The following conditions are recommended:

1. The "Use" is defined as assembly and testing of electronic and technology devices at 124 Railroad Street West. No other use shall be allowed under this Conditional Use Permit.
2. No outdoor storage of any kind, including but not limited to garbage, refuse, materials, equipment, or machinery shall be permitted.
3. All business vehicles stored at the site shall be accommodated by off-street parking.
4. A minimum of one (1) off-street parking space per employee on the largest shift and one (1) space for each company vehicle shall be provided at all times.
5. An office area shall be maintained at the front (street-facing) side of the building to the greatest extent possible.
6. All loading/unloading at the subject site shall occur on private property at 124 Railroad Street West.
7. The use shall at all times meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.
8. The Property Owner shall not discharge industrial waste into the sanitary sewer system.
9. Any proposed signage will require the issuance of a sign/building permit.
10. This approval is applicable only to the property at 124 Railroad Street West.
11. This approval shall expire one year after date of approval unless the Applicant has commenced operation of the Use on-site.
12. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
13. The permit shall be subject to annual inspection and audit by the City.

14. 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 City Code, as may be amended.
15. The conditional use permit shall be revoked if the Use ceases for more than 12 consecutive months.

ACTION

Consideration of the CUP is in order. A sample RESOLUTION is attached for consideration.

Vision Tech LLC
1131 Cardinal Circle
Mayer, MN 55360
952-201-5224

March 23, 2018

Steve Helget, City Administrator
Norwood Young America, MN 55368
Phone: 952-467-1805
cityadmin@cityofnua.com

Dear Mr. Helget,

I would like the permission and cooperation of the city to move my business, Vision Tech LLC, to 124 Railroad St in Norwood Young America. There seems to be a misunderstanding that my business is heavy manufacturing or a job shop. In fact it is much closer to what some cities designate as electronic prototype assembly.

The other aspect of my business is engineering. I design and provide custom vision solutions for The semiconductor industry.

In a typical month we will assemble and ship about two vision inspection systems in cardboard boxes that are about 2 x 2 x 1 feet. We also ship spare components about twice each month. These systems typically include a computer, one or two cameras, housing for the cameras, optics and a light.

Computer: *The computer is assembled from standard electronic components and also includes a circuit board we design and purchase from board manufacturers.*

Cameras: *The cameras are purchased from FLIR or SENTECH.*

Housing: *The housing is made in our shop from aluminum with a milling machine. The decibel level inside the shop does not exceed 70dB or 40dB outside. The waste is a small amount of aluminum chips which are recycled.*

Optics: *Optics are purchased from TAMRON. We also purchase glass components from other local manufacturers.*

Light: *The light includes circuit boards purchased from board manufacturers.*

My business is limited to inside the building and is free from sound and environmental nuisances created by other businesses like automobile repair shops. We do not create any smoke, gas, odor, dust, noise, vibration of earth, soot or lighting to a degree that is offensive when measured at the property line. Please let me know if you have any questions or if I can clarify any parts of our process.

Thank you,

Adam White, Owner
Vision Tech LLC



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: 4/8/2018

Planning and Zoning Application

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>Adam White</i>		Telephone Home Work/Cell <i>952-201-5224</i>			
Address (Street, City, State, ZIP) <i>1131 Cardinal Cir</i>					
Property Owner's Name (If different from above) <i>Steve Curfman</i>		Telephone Home Work/Cell			
Location of Project <i>124 Railroad St. Norwood</i>					
Legal Description					
Description of Request (Attach separate sheet, if necessary)					
<p>Proposed Action(s): Check all that apply</p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 33%;"> <input type="checkbox"/> Annexation \$300.00 <input type="checkbox"/> Application for Appeal \$150.00 <input type="checkbox"/> City Code Amendment \$250.00 <input type="checkbox"/> Parking Reduction \$100.00 <input type="checkbox"/> CUP/IUP \$200.00 (Residential) <input checked="" type="checkbox"/> CUP/IUP \$300.00 (Non Residential) <input type="checkbox"/> Variance \$200.00 (Residential) <input type="checkbox"/> Variance \$300.00 (Non Residential) <input type="checkbox"/> Lot Split \$200.00 <input checked="" type="checkbox"/> Public Hearing Notice \$75.00 </td> <td style="vertical-align: top; width: 33%;"> <input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow <input type="checkbox"/> Sketch Plat \$200.00 + Escrow <input type="checkbox"/> Site Plan \$300.00 + Escrow <input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow <input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow <input type="checkbox"/> PUD Final Plan \$300.00 + Escrow <input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow <input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow </td> <td style="vertical-align: top; width: 33%;"> <input type="checkbox"/> Storm Water Plan \$250.00 <input type="checkbox"/> Rezoning \$350.00 <input type="checkbox"/> Street/Alley Vacation \$150.00 <input checked="" type="checkbox"/> Zoning Text Amendment \$300.00 <input checked="" type="checkbox"/> Recording Fee \$46.00 <input type="checkbox"/> Boundary Line Adjustment \$100.00 <input type="checkbox"/> Other _____ </td> </tr> </table>			<input type="checkbox"/> Annexation \$300.00 <input type="checkbox"/> Application for Appeal \$150.00 <input type="checkbox"/> City Code Amendment \$250.00 <input type="checkbox"/> Parking Reduction \$100.00 <input type="checkbox"/> CUP/IUP \$200.00 (Residential) <input checked="" type="checkbox"/> CUP/IUP \$300.00 (Non Residential) <input type="checkbox"/> Variance \$200.00 (Residential) <input type="checkbox"/> Variance \$300.00 (Non Residential) <input type="checkbox"/> Lot Split \$200.00 <input checked="" type="checkbox"/> Public Hearing Notice \$75.00	<input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow <input type="checkbox"/> Sketch Plat \$200.00 + Escrow <input type="checkbox"/> Site Plan \$300.00 + Escrow <input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow <input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow <input type="checkbox"/> PUD Final Plan \$300.00 + Escrow <input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow <input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow	<input type="checkbox"/> Storm Water Plan \$250.00 <input type="checkbox"/> Rezoning \$350.00 <input type="checkbox"/> Street/Alley Vacation \$150.00 <input checked="" type="checkbox"/> Zoning Text Amendment \$300.00 <input checked="" type="checkbox"/> Recording Fee \$46.00 <input type="checkbox"/> Boundary Line Adjustment \$100.00 <input type="checkbox"/> Other _____
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<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>					
<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.</p>					
Applicant's Signature: <i>[Signature]</i>		Date <i>4-3-18</i>			
Fee Owner's Signature: <i>[Signature]</i>		Date <i>4-4-18</i>			
For Office Use Only					
Accepted By:	Amount	Date			

RESOLUTION 2018-22

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW LIMITED MANUFACTURING AND ASSEMBLY AT 124 RAILROAD STREET WEST

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

WHEREAS, a conditional use permit is required under §1230.08, Subd. 4(G) of the City Code which provides for limited manufacturing and assembly as a conditional use in the RC-1, Residential/Neighborhood Commercial District; and

WHEREAS, Steve Curfman (Property Owner) and Adam White (Property Purchaser) doing business as Vision Tech have applied for a conditional use permit to allow limited manufacturing and assembly at 124 Railroad Street West, (the "Property"); and

WHEREAS, the property is legally described as Lot 7 and the West 20 feet of Lot 8, Block 17 in the Village of Norwood and assigned parcel number 580501140; and

WHEREAS, the City of Norwood Young America Planning Commission on May 1, 2018 held a public hearing regarding the conditional use permit request after the hearing notice was posted, published, and distributed as required under law; and

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

WHEREAS, at a regular meeting on May 30, 2018, the City Council considered the application materials on file with the City and the recommendation of the Planning Commission.

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

1. The subject property is zoned RC-1, Residential/Neighborhood Commercial District.
2. The Use, subject to certain conditions listed below, appears to be consistent with the intent of the Zoning Code for properties with the RC-1 District.
3. The Use, subject to certain conditions listed below, appears to be consistent with the goals and policies set forth in the City of Norwood Young America Comprehensive Plan for properties in the RC-1 District.
4. The use, subject to certain conditions below, does not appear to have an undue adverse impact on governmental facilities, utilities, services existing or proposed improvements because the proposed use is accessory and the existing structure

which is currently served by a full array of urban services. The proposed use will not overly burden existing utilities in terms of volume used/capacity required or type of waste produced.

5. The use, subject to certain conditions below, does not appear to pose an undue adverse impact on the public health, safety or welfare.
6. The use, subject to certain conditions below, does not appear to be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood. The City Council finds adjacent uses are similar in nature and the use as provided for in the City Code appears to blend in with the uses within the general locale.
7. The use, subject to certain conditions below, will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The subject site is within an area developed for industrial use.
8. Adequate utilities, access roads, drainage and necessary facilities are provided. The subject parcel is an existing, improved lot with a full complement of urban services provided.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a conditional use permit authorizing a limited manufacturing and assembly use at 124 Railroad Street West, subject to the following conditions:

1. The "Use" is defined as assembly and testing of electronic and technology devices at 124 Railroad Street West. No other use shall be allowed under this Conditional Use Permit.
2. No outdoor storage of any kind, including but not limited to garbage, refuse, materials, equipment, or machinery shall be permitted.
3. All business vehicles stored at the site shall be accommodated by off-street parking.
4. A minimum of one (1) off-street parking space per employee on the largest shift and one (1) space for each company vehicle shall be provided at all times.
5. An office area shall be maintained at the front (street-facing) side of the building to the greatest extent possible.
6. All loading/unloading at the subject site shall occur on private property at 124 Railroad Street West.
7. The use shall at all times meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.

8. The Property Owner shall not discharge industrial waste into the sanitary sewer system.
9. Any proposed signage will require the issuance of a sign/building permit.
10. This approval is applicable only to the property at 124 Railroad Street West.
11. This approval shall expire one year after date of approval unless the Applicant has commenced operation of the Use on-site.
12. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
13. The permit shall be subject to annual inspection and audit by the City.
14. 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 City Code, as may be amended.
15. The conditional use permit shall be revoked if the Use ceases for more than 12 consecutive months.

Adopted by the City Council this 30th day of May, 2018.

Attest:

Carol Lagergren, Mayor

Kelly Hayes, City Clerk/Treasurer



TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt Public, Public Service Director

DATE: May 30, 2018

RE: Willkommen Memorial Park Restroom Doors Electronic Timer Locks

It has been a concern to keep our park restrooms open longer hours during the summer and look into removing some of the portable toilets in our parks. I spoke with the Carver County Sheriff's Office to see if they could lock up the doors and they stated they could not guarantee to be in town every night to close and lock our doors within our parks. I looked into staff time, but I felt that would not be cost effective for one employee to come back to work every night during the summer to lock the doors. I also realize just opening the doors during regular business hours is not convenient to the residents since there is a lot of use in the parks in the summer time after 3:30 in the afternoon.

The Parks & Recreation Commission recently discussed this item and they propose installing electronic timer locks on the doors to open them in the morning and automatically lock them each night. I solicited proposals from two vendors to install locks on the Willkommen Park restroom doors and received the following quotes:

Bradley Security	\$2,775
Bloomington Security Solutions	\$4,000

Recommended motion:

Motion to accept Bradley Security's quote of \$2,775 to install timer locks on the Willkommen Memorial Park restroom doors.

Bradley Security
8637 IDEAL AVE
GLENCOE, MN 55336
866-927-2353
ap@bradley-security.com
www.bradley-security.com



ESTIMATE # 1285
DATE 05/10/2018

ESTIMATE

ADDRESS
Brent Aretz
City of Norwood Young America
P.O. Box 59
NYA, MN 55368

Please detach top portion and return with your payment.

PROJECT NAME
Park Restrooms

ITEMS/SERVICES	QTY	RATE	AMOUNT
Item Securitron 600 lb. Maglock	2	290.00	580.00
Item Securitron Maglock Mounting Plate	2	125.00	250.00
Item Push to Exit Switch	2	110.00	220.00
Item Securitron 24V Power Supply	1	355.00	355.00
Item 24 Hour Timer Module	2	325.00	650.00
Labor 1 Labor to install auto unlock timer and products to allow door to automatically lock and unlock on a 24 hour schedule	1	720.00	720.00

THANK YOU FOR CHOOSING BRADLEY SECURITY. WE LOOK
FORWARD TO WORKING WITH YOU!

TOTAL

\$2,775.00

PROTECTING THE THINGS THAT MEAN MOST

Accepted By

Accepted Date

City Admin

From: Tony Voigt
Sent: Thursday, May 24, 2018 12:05 PM
To: City Admin
Subject: FW: Electronic Access Control

This is the quote I received from Bloomington Security Solutions.

Tony Voigt
Public Service Director



City Of Norwood Young America
310 Elm Street West – PO Box 59
Norwood Young America, MN 55368
Phone: (952)467-1830
Email: voigt@cityofnya.com
Website: www.cityofnya.com

From: Daniel Hegwood [<mailto:daniel@blmss.com>]
Sent: Thursday, May 24, 2018 11:43 AM
To: Tony Voigt
Subject: Electronic Access Control

Tony,

Per our conversation you are looking at around \$4000 to add electronic access to your door. Larry of off until Monday but would need to visit the site to give you a hard quote. I believe he quoted this on the high side for your budgetary numbers. Let me know if you want to schedule a meeting.

Thank you

—
Daniel Hegwood | Account Manager
Bloomington Security Solutions | 9905 Lyndale Ave So | Bloomington, MN 55420
T: (952) 400-2993 | 24/7 Service: (952) 881-0896 | E: Daniel@blmss.com | W: www.blmss.com

For any immediate service items, please contact service@blmss.com or call 952-881-0896





TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt Public, Public Service Director

DATE: May 30, 2018

RE: Installation of new Hot Water Heaters at Pool

The current hot water heater for the showers and the sinks at the pool is past its life expectancy and needs to be replaced. We had two instances last year where the burner quit firing and needed to be repaired leaving no hot water for the showers. The pool users are required to shower before entering the pool which is one of the reasons we need the hot water to be available. The parts for the current heater are getting harder to find and the tank has a lot of external rust. I solicited from two local contractors and received the following quotes.

Hilgers Plumbing and Heating	\$3,850
Diversified Plumbing and Heating	\$2,895

Recommended motion:

Motion to accept Diversified Plumbing and Heating's quote of \$2,895 to install new hot water heaters at the pool.

Proposal

Page No. of Pages

HILGERS PLUMBING, HEATING & AC, INC

P.O. Box 114 220 Main Street East
Norwood Young America, MN 55368
(952) 467-3441
License# 059109PM Bonded Insured

PROPOSAL SUBMITTED TO <u>City of NYA tvoight@cityofnya.com</u>	DATE <u>5-8-2018</u>
ADDRESS	PHONE
	DATE OF PLANS
JOB NAME AND LOCATION <u>Pool</u>	ARCHITECT
	JOB PHONE

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

2- 50 gallon gas water heaters
2- stands
2- temperature valves
All new single wall pipe.
Gas piping to complete.
Labor installed.
No permit included.

(Read Reverse Side)

We Propose hereby to furnish material and labor — complete in accordance with above specifications,
for the sum of Threethousand eight hundred fifty dollars (\$ 3850.00)
Due in full upon completion.

NOTE: This proposal may be withdrawn by us if
not accepted within thirty days.

Authorized
Signature

C. Hilgers

Accepted: The above prices, specifications and
conditions are satisfactory and are hereby accepted. You
are authorized to do the work as specified. Payment will be
made as outlined above.

Signature

Date

Signature



DIVERSIFIED PLUMBING & HEATING INC.

952-448-0756

BRADFORD WHITE
WATER HEATERS

PO BOX 91, CHASKA MN 55318

VIEHMANN

PC667869 ~ LICENSED ~ BONDED ~ INSURED

RESIDENTIAL / COMMERCIAL / SERVICE / WATER HEATERS / BOILERS

IN-FLOOR HEAT / BACKFLOW PREVENTION / RPZ TESTING

DELTA

MOEN

Oasis

KOHLER

DATE: 5/15/2018
CUSTOMER: CITY OF NYA
PHONE: 952-467-1830
EMAIL: TVOIGT@CITYOFNYA.COM
JOB ADDRESS: 314 REFORM ST, NYA
PROJECT: POOL HOUSE WATER HEATERS

BID TO PROVIDE PLUMBING AS FOLLOWS:

REPLACE EXISTING 100 GALLON WATER HEATER WITH (2) NEW 50 GALLON ATMOSPHERIC VENT RESIDENTIAL NATURAL GAS WATER HEATERS
RE-WORK GAS PIPING WITH NEW REGULATOR TO SUPPLY 2 HEATERS
REPLACE 6" DRIP TEE WITH ALUMINUM DRIP TEE AND VENTING TO NEW HEATERS
SPLIT 1-1/4" COPPER WATER PIPING TO FEED NEW WATER HEATERS
3/4" WEBSTONE W78103W PROPRESS THERMOSTATIC MIXING VALVE X2
PERMIT

FIXTURES:

(2) BRADFORD WHITE RG250T6N 50 GALLON NATURAL GAS ATMOSPHERIC VENT WATER HEATER
(2) OATEY 34057 WATER HEATER STANDS 18" X 21" ADD \$ 190.00

TOTAL: \$ 2,895.00

BID INCLUDES ALL NECESSARY PERMITS AND LICENSES

ALL FIXTURES AND OR PRODUCTS SUPPLIED BY OTHERS ARE NOT COVERED UNDER WARRANTY BY DIVERSIFIED PLUMBING AND HEATING. EACH FIXTURE SUPPLIED BY OTHERS WILL BE SUBJECT TO \$30 CHARGE PER FIXTURE FOR INSTALLATION AND ADDITIONAL PARTS OR PIPING REQUIREMENTS. IF FIXTURE SUPPLIED BY OTHERS REQUIRES EXCESSIVE INSTALLATION TIME AND OR MATERIAL IT WILL BE BILLED ON A TIME AND MATERIAL BASIS.

SIGNATURE OF BID ACCEPTANCE IS REQUIRED BEFORE WORK WILL BEGIN. PAYMENT TERMS ARE 50% DUE AT TIME OF ROUGHIN AND 50% DUE AT TIME OF FINISH. ANY CHANGE ORDER REQUESTS WILL RESULT IN SUBSEQUENT RESTOCKING FEES APPLIED TO FINAL INVOICE AND ARE THE FULL RESPONSIBILITY OF THE BELOW SIGNED INDIVIDUAL.

ACCEPTANCE SIGNATURE:



DATE: May 9, 2018

MEMO TO: NYA Economic Development Commission

FROM: Holly J. Kreft, Economic Development Consultant

RE: Agenda Item V. A. Hotel Study Update

Background:

At the April EDC meeting, the EDC discussed having the hotel study that was completed in 2015 updated in response to a hotel developer's request. At that time Hospitality Marketers International, Inc. completed a phase 1 study at a cost of \$9000 plus expenses and determined a hotel was not feasible as there was not consistent lodging demand (i.e. week day use). Three sites were evaluated. While the Social/Leisure Markets ranked "Good"; the Corporate/Commercial Markets ranked "Fair" in the study. Area hotels in Chaska, Glencoe, and Waconia were also evaluated, with an occupancy rates of 40.1 to 50.9% reported. In order to sustain a 30-40 room hotel, the study noted a 60% to 62.5% occupancy was recommended.

The EDC recommended that staff contact the City of Glencoe as they recently completed a hotel study as well. Staff contacted Dan Ehrke with the City of Glencoe and he indicated that they also used Hospitality Marketers International Inc. (HMI Inc.). Staff also contacted the hotel developer to inquire if he had a recommended company. He recommended Core Distinction Group, who completed the study for the City of Hutchinson.

Staff contacted HMI Inc. to request a cost estimate to update the hotel study. Michael Hool, who conducted the study in 2015, indicated that the study would need to be redone due to the length of time that had passed (the studies have a "shelf life" of about one year). He stated:

Per our recent conversation, here is the proposal/engagement letter to complete an update of our hotel feasibility study which we completed originally in April 2015 for the potential development of a hotel in Norwood Young America, Minnesota that we have been discussing. We look forward to researching the market feasibility to support a potential hotel.

This letter will outline a staged and/or detailed approach that we can take with this project to include the Field Work analysis and then either completing a Field Research Hotel Evaluation Report which can later be expanded into a Comprehensive Hotel Market Study or just completing

the latter. As stated in the attached engagement letter, the Comprehensive Hotel market Study is typically the report which is needed for external use such as lenders and other investors. Additionally, hopefully we could prepare for you a Multi-Year Operational Proforma and Investment Analysis. I also extended a discount from our normal fees for this hotel market study.

Please find attached the engagement letter submitted. It includes two options:

1. Field Research Evaluation Report - \$4,995
2. Comprehensive Hotel Market Study - \$7,859

Staff also contacted Jessica Junker with Core Distinction Group. She indicated:

I have attached a quote and a sample of our work. As we discussed on the phone, if you wish to pull a STR Global Report to see what the market has done in the last two years, that may be your next step if you are hesitant to get another report back negative.

I am not sure if I would choose the same compset that HMI did so if you decide to pull the report, please let me know. I will help you with the process. The report will be \$550 to \$600 and if you do contract with us with-in the next 30 days, we would be able to use this report and give you the \$500 discount we discussed.

Please find attached the proposal submitted. The cost to do a Hotel Market Feasibility Study (comprehensive report) is \$7,500.

Action:

Feedback for staff. Based on these proposals, staff would recommend working first with Core Distinction Group to pull a STR Global Report to determine the feasibility of whether or not to move forward with a full hotel study.

April 25, 2018

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

Sent via email: hkreftmdg@gmail.com

Management

Research

Marketing

RE: Norwood Young America, Minnesota - Hotel Market Study

Dear Steve,

It was great to hear from Holly last week and learn that your city is considering updating the report I completed three years ago in April, 2015.

As Holly and I discussed, due to the length of time, three years that has transpired since then, it will be necessary to complete the research all over again, not just a simple update. That being said, there may be information that could be used from the original report. We will try to use previous information. However, we would not be able to determine this until we review the market and research. Therefore, per our recent conversation, I have assembled this Engagement/Proposal regarding market research for the potential development of a hotel in the Norwood Young America, Minnesota area.

We have prepared many studies for communities such as Norwood Young America and have expertise in performing research for a variety of styles of hotels. This expertise can assist with market research, brand selection, and development of the proposed hotel. Thank you for considering Hospitality Marketers International, Inc., to research this hotel project.

This letter is a proposal to engage and, upon acceptance, confirm the engagement of HMI to perform project work for this proposed hotel. For additional information about HMI and our market study services, please refer to our Web Site at www.hospitalitymarketers.com. Specifically, the project to be completed by HMI is as follows:

GENERAL PROJECT APPROACH

-- The following outlines the General Approach we will take in researching this market.

-- In order to expedite the completion of this project, HMI will be engaged to perform a Field Research Hotel Evaluation Report (to be used as an Addendum to the original report) or to perform a new Comprehensive Hotel Market Study of the subject site in the greater Norwood Young America, Minnesota market for potential hotel development. HMI will schedule this project accordingly.

Gregory R. Hanis, ISHC
President

ghanis@hospitalitymarketers.com
262-490-5063

Member of



*Professionally Serving the United
States & Canada Since 1982 with
Offices in
Milwaukee, Wisconsin and
Fort Myers, Florida*

5415 S. Majors Drive
New Berlin, WI 53146

10014 Majestic Avenue
Fort Myers, FL 33913

262-490-5063
Fax: 239-245-8161

hmi@hospitalitymarketers.com
www.hospitalitymarketers.com

Hotel Service Network

GENERAL PROJECT DETAILS

-- At this time, the scope would be to complete a preliminary Field Research Hotel Evaluation Report (Addendum) or a new Comprehensive Hotel Market Study for the possible development of a hotel in Norwood Young America, Minnesota.

-- Recommendations regarding the style of the proposed hotel will be provided based upon demand and competitive supply factors. At this time, research will be conducted for a limited-service, mid-scale to upper mid-scale hotel.

-- The specific subject site for the proposed hotel was not identified at this time. More specific details about the site(s) will be discussed upon commencement of this research.

-- The hotel product category was currently identified as limited-service. Recommendations will be provided for the hotel product category based upon demand and competitive supply factors.

-- The price category for the proposed hotel was currently identified as midscale to upper midscale. Recommendations will be provided for the proposed hotel's price category based upon demand and competitive supply factors.

-- The possible brand being considered for this hotel was not identified at this time. Recommendations will be provided for the proposed hotel's brand(s) based upon demand and competitive supply factors.

-- The size of the proposed hotel was not identified at this time. Specific size suggestions for the proposed hotel will be determined by the size of the site, the demand sources and competitive supply in the market.

-- There may be the potential for the proposed hotel to have specific amenities or services. Some may relate to the brand chosen for this hotel. Other amenities and services may relate to the demand characteristics of the subject market. These items will be addressed accordingly based upon the research performed for this phase, and recommendations will be made as to the type, size and necessity for certain amenities at this proposed hotel.

-- At this time, no potential food and beverage elements would be associated with the proposed hotel other than a Continental Breakfast which would be served to guests. Should the need for these amenities be identified by the research conducted, it will be addressed in this report.

(OPTION-STAGE-1) FIELD RESEARCH HOTEL EVALUATION REPORT (As an Addendum to Original Report)

The following will outline our approach for completing the Field Research Hotel Evaluation Report.

-- As we discussed, the suggested approach is to conduct a Field Research Hotel Evaluation Report. This study is used by communities and developers to identify the preliminary need for the hotel in this market.

-- Based on comprehensive research of the subject market, this Field Research Hotel Evaluation Report will provide a preliminary evaluation with key market factors highlighted. This report will research the proposed site(s) being considered for hotel development including its visibility and accessibility to the proposed markets. The relationship of the site(s) to possible lodging demand generators and existing lodging supply will be researched. General economic conditions will also be researched. A preliminary Field Research Hotel Evaluation Report will be presented with a brief overview of these elements.

-- Preliminary operational projections for Occupancy, Average Daily Room Rate and Sales Revenue will be presented. These preliminary projections will be to a stabilized year of operation. Preliminary detailed recommendations for hotel site location, product type and size, franchise/branding recommendations, and product features and amenities will be provided.

-- A preliminary Operational and Investment Proforma will be developed based upon the sales revenue projections presented in this report and national hotel industry operational expense averages for the style of hotel being considered.

-- The format of this study should be acceptable for marketing the Norwood Young America area to potential hotel developers. However, it is not a full Comprehensive Hotel Market study. It is presented in an abbreviated format that summarizes the Field Research conducted for the market and the preliminary justification and recommendations for a hotel in the Norwood Young America market. This report is not intended to be a formal hotel market study. It may or may not be acceptable for a specific hotel development or for external investing or lending purposes, however it could be used as an addendum to the original report. Hospitality Marketers will be available to answer any questions concerning these studies upon their completion.

-- HMI could assist in identifying potential hotel contacts for this market. These contacts will be based upon the type and style of hotel supported in the subject market.

FUTURE OPTIONS: This report could be expanded, upon completion and the recommendations presented, by the hotel developer into a Comprehensive Hotel Market Study, by HMI, for a specific hotel development. Also, HMI could assist in assembling a detailed Operational Proforma & Investment Analysis for a specific hotel development. The following are options for expanding this Field Research Analysis Report.

(OPTION-STAGE-2) COMPREHENSIVE HOTEL MARKET STUDY

-- This suggested approach (to conduct a new Comprehensive Hotel Market Study) is used by communities and developers to support the conclusions, recommendations and multi-year projections presented in this market study. This phase is typically completed by the Developer of the hotel project.

--A Comprehensive Hotel Market Study will provide, based upon comprehensive research of the subject market, a detailed evaluation with key market factors highlighted. This report will research the proposed site being considered for hotel development including its visibility and accessibility to the proposed markets. The relationship of the site area to possible lodging demand generators and existing lodging supply will be researched. General economic conditions will also be researched. Comprehensive and statistical operational projections for Sales Revenue, based upon Occupancy and Average Daily Room Rates, will be presented. These multi-year projections will be to a stabilized year of operation. Detailed property recommendations for property site location, product type and size, franchise recommendations, and product features and amenities will be provided.

-- A preliminary Operational and Investment Proforma will be developed based upon the sales revenue projections presented in this report and national hotel industry operational expense averages for the style of hotel being considered.

(See below the [Multi-Year Operational and Investment Proforma Statement Projection Report](#) area of this letter for information regarding expanding this preliminary Operational and Investment Proforma to the Detailed Multi-Year Operational and Investment Proforma.)

-- The format of this study should be acceptable for external lending and investing purposes. Hospitality Marketers will be available to answer any questions concerning these studies upon their completion.

(OPTION-STAGE-3) DETAILED MULTI-YEAR OPERATIONAL PROFORMA PROJECTIONS and INVESTMENT ANALYSIS

If required by you, the developer, the investors, or the lender, HMI will assist in preparing or reviewing a Multi-Year Operational Proforma Projections & Investment Analysis for the proposed hotel project in the subject site area. Project. HMI could develop, or review, the Detailed Multi-Year Operational Proforma Projections and Investment Analysis for you or the developer. This phase is typically completed by the Developer of the hotel project.

- If developed by HMI, this report would be based upon previous market research performed by Hospitality Marketers International, Inc., and contained in its Comprehensive Hotel Market Study Report for your proposed project. A Detailed Multi-Year Operational Proforma & Investment Analysis will be prepared, using industry standards, other acceptable accounting models, and specific property information for the proposed hotel. It will be based upon the multi-year sales projections contained in the Comprehensive Hotel Market Study Report for this hotel.

Please contact HMI for more information on report expansion options.

TIMING

-- Your market study is scheduled based upon the accepted return of this Engagement Letter and receipt of the Retainer Check. An exact start and completion date will be assigned with the accepted return of this letter and Retainer Check to HMI. Should there be any unforeseen delays which would change this completion date, we will communicate with you accordingly. If we can expedite this phase, we will do so.

-- **(STAGE-1)** Typically, the field research stage is completed within 30 to 45 days of the commencement of the research project. This is based upon our receipt of the Signature Page and Retainer Check. However, it will be based upon our project schedule at that time.

-- **(STAGE-2)** Typically, the Expanded or the full Comprehensive Hotel Market Study stage is completed within 30 to 60 days of the authorization to expand the report. This is based upon the receipt of the Signature Page and Retainer Check. However, it will be based upon our project schedule at that time.

-- Lastly, please allow ample time for the completion of this research. All of our projects depend upon your authorization to proceed. We will expedite the completion as best as our schedule allows. We have given you realistic timing for the report. We do not tell you a shorter time-frame, and then have to adjust it after we get the project. To customize a report and do the necessary research takes time to complete. Also, we do not "Boiler Plate" the report information in order to expedite its completion.

COMPENSATION

HMI's compensation for completing this project work is as follows: (All fees quoted are valid for 90 days from the date of this letter. After this time, there may be the need to revise these fees due to changes in market conditions, especially travel expenses.)

(STAGE-1) FIELD RESEARCH HOTEL EVALUATION REPORT

-- The complete Field Research Hotel Evaluation Report fee is \$4,995 including all associated research expenses (see below), the Field Research Stage and the Retainer received.

-- A Retainer (\$3,500) is required prior to commencing work on this project.

(STAGE-2) COMPREHENSIVE HOTEL MARKET STUDY

-- The complete Comprehensive Hotel Market Study fee to complete is \$7,850, including all associated research expenses (see below), the Field Research Stage and the Retainer received. This fee is a discount from our normal fee of \$8,500.

-- A Retainer of (\$4,850) is required prior to commencing work on this project.

FIELD WORK STAGE

-- In the process of performing the field work portion for this report or in conducting the preliminary research for the written report, should the feasibility of a project become questionable, we will cease the project work and discuss our findings with you accordingly. Should it be necessary to cease all further work at this point, we will adjust our fees accordingly:

--The Field Work/Preliminary Research Fee for a limited-service hotel is \$4,995, which includes associated research expenses (see below).

--The retainer received will be applied accordingly. All other terms of this engagement letter are in effect.

(STAGE-2) EXPANDED COMPREHENSIVE HOTEL MARKET STUDY

-- The additional fee to complete this phase would be \$4,350. The complete Comprehensive Hotel Market Study fee, including Field Work fee paid, for this research project would be \$9,100, including all associated research expenses (see below), the Field Research Stage and the Retainer received.

-- An additional Retainer of (\$2,175) is required prior to commencing work on this project.

(STAGE-3) MULTI-YEAR OPERATIONAL AND INVESTMENT PROFORMA PROJECTIONS STATEMENT

--The Multi-Year Operational and Investment Proforma Projections Statement fee is dependent upon how involved HMI is in its preparation. The fee to prepare a customized Operational Proforma Projections and Investment Analysis or to review an Operational Proforma & Investment Analysis prepared by you or a third party, will not exceed \$1,050 for a limited-service hotel. This is a discount from our normal fee of \$1,150. It would be bill at a pro-rated, per hour fee of \$180).

Please contact HMI for more information on report expansion options.

REPORT/PROJECT WORK FOLLOW-UP

--Upon completion of the Comprehensive Hotel Market Study, a "Pending" Version of the report will be presented for your review.

--Full payment of the final balance for this project, including expenses incurred, is required to release the Final Version of this Comprehensive Hotel Market Study report which is suitable for sharing with lenders, investors, etc.

--HMI will be available for normal and usual follow-up on the report/project work completed which is included in the above fees at no extra charge. This will include, but is not limited to Report Review, Final Report Preparation, Basic Brand Identification, Report Consultation, etc.

--HMI is available for more in-depth consultation if required. Depending upon the scope of this consultation, there may be associated fees. This activity would need to be discussed and would depend upon the scope of HMI's involvement

EXPENSES & GENERAL

All discounts offered above will apply to this project if full and final payment is received within 30 days from the final statement date. If payment is received after 30 days, the discount will be removed and the balance on the normal project fee will be due, less any previous payments made.

Expenses – All associated normal research and travel expenses are included in the above fees. Travel expenses include: Air Fare, Auto Mileage, Fuel, Auto Rental, Hotel and Meals. At this time, no adjustment to normal travel expenses was made to the estimated transportation and lodging costs being higher than normal costs for these items.

All statements for project work submitted by HMI are due upon receipt. Any unpaid balance after 30 days is subject to an 18% (1.5% per month) finance charge. Should it be necessary to use an outside collection agency or attorneys for payment of this project, any fees incurred by Hospitality Marketers International, Inc., will be added to the final amount owed.

We ask that you notify HMI before you solicit or hire any other hospitality consulting organization to perform this project work. This will prevent any conflict that may occur in completing this project work as defined.

HMI will be an independent contractor and will maintain its own separate legal identity and entity. There is no indication in this engagement that HMI and the Principal are business partners or have formed a joint venture to complete the project work defined.

Hospitality Marketers International, Inc. operates as a hotel service network organization. HMI staff will perform the above project work or assign it to qualified associates, within the service network, with the expertise to perform the outlined project work of this engagement. These service representatives are independent contractors who have established an exclusive representation agreement with HMI. HMI staff supervises and reviews all assigned project work. These qualified associates/consultants are service representatives acting as agents of HMI.

HMI may use your name as a previous customer reference upon completion of the project work.

All information concerning your business interests, as well as HMI's, including business data, policies, procedures, operations, and other information, are confidential and are not to be disclosed by yourself or HMI.

In the event that a dispute arises from this engagement which requires a legal remedy, it will be resolved through final and binding arbitration according to the current procedures of the American Arbitration Association and the prevailing laws and regulations of the State of Wisconsin. The arbitrator will be a knowledgeable source specializing in the area of hotel/resort marketing or real estate development. One of the arbitrators will be a member of the International Society of Hospitality Consultants. Due to the uncertainty related to future projections, any damages would be limited to the fees paid and related with this engagement. These damages would only be due to proof of gross negligence in performing the research and calculating the projections provided.

This engagement letter is in effect until the satisfactory completion of the project work and payment of the associated fees.

Steve, we appreciate this opportunity to work with you in researching this potential hotel project in Norwood Young America, Minnesota. After reviewing this engagement letter, please contact me if you have any questions. Otherwise, please sign the attached Signature Page and return it, along with the appropriate retainer check, to my attention as soon as possible so I can begin scheduling this project. If you scan/email or fax your signed, accepted copy to me, we will hold your position (for ten days) in our market study queue until we receive your retainer check.

Sincerely,
HOSPITALITY MARKETERS INTERNATIONAL, INC.

Gregory R. Hanis

Gregory R. Hanis, ISHC
President

Michael R Hool

Michael R Hool, CPA, ISHC
President, SHR (An HMI Representative)

April 25, 2018

_____ Please proceed with the Field Research Hotel Evaluation Report.
(Retainer Fee - \$3,500)

_____ Please proceed with the Comprehensive Hotel Market Study.
(Retainer Fee - \$4,850)

_____ Please proceed with the Operational Proforma & Investment Analysis. **(Retainer Fee - \$525)**

_____ The appropriate Retainer check is enclosed with this signed copy of the engagement letter.

_____ If Faxed, the appropriate Retainer check will be sent, via:

_____ Wire Transfer

_____ Overnight Services

_____ Regular Mail - The appropriate Retainer check is enclosed with this signed copy of the engagement letter. (HMI will hold this project in the priority position that the fax was received in for ten (10) days from the date of this signed and faxed engagement letter.)

(HMI will hold this project in the priority position the fax was received in for ten (10) days from the date of this signed and faxed engagement letter.)

--Please fax this signed signature page using the Fax number provided in the box at the bottom on this page.

***** Please send your retainer check to the following address:**
Hospitality Marketers International, Inc.
5415 S. Majors Drive
New Berlin, WI 53146

***** For Wire Transfer Information, Contact Hospitality Marketers International, Inc.**

ACCEPTED BY: _____

TITLE: _____

COMPANY NAME: _____

DATE: _____

To: Greg Hanis, Hospitality Marketers International, Inc.
Fax: 239-245-8161
Contact: 262-490-5063

From: _____

Management

Research

Marketing

Gregory R. Hanis, ISHC
President

ghanis@hospitalitymarketers.com
262-490-5063

Member of



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States & Canada Since 1982
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New Berlin, WI 53146

10014 Majestic Avenue
Fort Myers, FL 33913

262-490-5063
Fax: 239-245-8161

hmi@hospitalitymarketers.com
www.hospitalitymarketers.com

Hotel Service Network



REQUEST FOR PROPOSAL – HOTEL DEMAND STUDY

CORE DISTINCTION GROUP, LLC RESPONSE

General Information

Core Distinction Group, LLC
Jessica Junker – Managing Partner
Email – j.junker@coredistinctiongroup.com
Phone – 920-740-1647

Arizona Office

10359 N 78th Ave

Peoria, AZ

Wisconsin Office

3326 E. Forest St

Appleton, WI

Core Distinction Group, LLC was founded in 2012 and offers unmatched industry and market knowledge. Prior to working with Core Distinction Group, our team has gained hands on knowledge from industry leaders like Marriott, Hilton, WHG Companies, InterContinental Hotels Group, Choice Hotels, TMI Hospitality, Interstate Hotels, Pillar Hotels & Resorts, Cobblestone Hotels, Wyndham Hotels & Resorts, and many more. In addition to drawing knowledge from industry leading companies, our team has experience in markets with populations of less than 500, to markets with populations in the millions. Experience is key to having a true understanding of each unique project. With a combined 55 years of hospitality industry experience, our team has the knowledge you need.

Project Organization

Conducting the first 3 phases of our study process will be Jessica Junker, Managing Partner of Core Distinction Group. Miss Junker has over 19 years of hands-on industry knowledge in hotel development, branding, management (operations and sales), construction. See Section 4 for more detail.

Conducting the final 4 phases of our study process will be Lisa Pennau, Founder and Managing Partner of Core Distinction Group. Mrs. Pennau offers more than 35 years of hands-on industry knowledge in hotel management (operations and sales). See Section 4 for more detail.

Experience and References

We are happy to give you the following references:
St. Mary's, PA – Booka (Todd) Hanes – 814-335-6405
Hutchinson, MN – Brian Forcier – 218-590-8205
Cottonwood, AZ – Casey Rooney – 928-340-2741
Erie, PA - Tom Kennedy - 814-451-1100
Sauk City, WI – Vicki Breunig – 608-643-3932
Fairfield Bay, AR - Paul Wellenberger – 501-253-6998



Project Approach

Core Distinction Group takes immense pride in the work they do. Throughout all phases of our projects we communicate with our clients on a weekly, if not daily bases to ensure everyone involved in the project is up to date on the progress. We keep a very tight timeline on our projects. Each phase is well thought-out and followed consistently. Below you will find each Phase and its timing in the process.

Phase 1. Research and Community Outreach – This phase involves speaking with community leaders as well as top employers to compile a list of potential demand generators in the local and regional community to conduct interviews during Phase 2. This phase is conducted with in the first 1 to 2 weeks following receipt of the retainer (see Section 5 Cost).

Phase 2. Site Visit and Community Interviews – This phase involves an in-depth local tour given by community leaders to help Core Distinction understand said community at this draw. Following the tour, Core Distinction Group sit down and interview demand generators (gathered and scheduled during Phase 1) to develop knowledge and understanding of the community and their individual needs. This phase is conducted in 1-2 days, depending on number of in-person interviews.

Phase 3. Data Compilation – This phase of the process involves compiling all the data gathered during our visit to gain the overall picture of what is needed for the community. This phase also includes phone interviews in case some demand generators could not attend in-person interviews. This phase is conducted in 2 weeks following Phase 2 completion.

Phase 4. Data Receiving and Reporting – This phase of the process involves the transfer of the market information compiled in Phases 1-3. Simultaneously Core Distinction Group begins pulling industry data for target market as well as industry trends to help us gain a better understanding of the local and regional opportunity areas. This phase is conducted in 1-2 weeks following Phase 3 completion.

Phase 5. Development and Operational Cost Gathering – This phase of the study process involves all things cost. Core Distinction Group gathers actual cost for the development, construction, financing, taxes, and all other ongoing cost associated with the specific project. This phase is conducted in 1 week following Phase 4 completion.

Phase 6. Draft Completion/Submittal – During this phase, after all other Phases are complete, Core Distinction Group will complete the draft of the study and submit for review by contracted entity. Changes to the study may be made at this point but are limited to wording and grammar updates. This phase is conducted in 10 days following Phase 5 completion.

Phase 7. Final – This phase will be after all requested changes are made and after final payment is received (see Section 5. Cost). This phase is conducted in 5 days following Phase 6 completion.



Cost

The cost of a Hotel Market Feasibility Study for the community of Norwood Young American, MN would be \$7,500. This fee would be all inclusive. Once your organization has decided to move forward in hiring Core Distinction Group, LLC to conduct your study, we will require a signed contract and 50% non-refundable retainer. The remaining 50% will be required prior to your organization receiving the Final Draft. If at any given point during Phases 3-5, our company believes that a new hotel project in your community does not make good business sense, we will reach out to you to discuss. If after the discussion of all data with your organization, that we have come to the proper determination, we will cease all project work and you will not be responsible for the remainder of the fee/cost.

Section 6. Summary

With over 150 Hotel Market Feasibility Studies complete for government organizations across the United States, Core Distinction Group has developed a wonderful reputation for our professionalism, knowledge, and customer service. Each of our completed projects offer each person involved a complete understanding a detailed description of what makes the most business sense. Our study includes but is not limited to:

- Introduction/Objective
- General Market Overview
- Site Analysis
- Economic Overview
- Lodging Demand Overview
- Lodging Supply Overview
- Conclusion/Recommendations
- Financial Proforma

Attached you will find a sample copy of our Hotel Market Feasibility Study, Proforma, and some additional general information.

Please feel free to reach out day or night with any questions or comments.

Sincerely,

Jessica Junker
Core Distinction Group, LLC
920-740-1647
j.junker@coredistinctiongroup.com



DATE: May 30, 2018
MEMO TO: Mayor Lagergren and Council; City Administrator Helget
FROM: Holly J. Kreft, Economic Development Coordinator
RE: Agenda Item; Carver County CDA CGPI Grant and Downtowns Redevelopment Plan Proposal

Background:

At the April 23, 2018 meeting, the City Council authorized MDG LLC on behalf of the City to submit an application for the Carver County CDA Community Growth Partnership Incentives grant due May 1st. At their May 17th meeting, the Carver County CDA approved the grant request for the amount of \$4,000. Attached is the grant agreement which details the provisions of the grant.

Also attached is the full proposal from Municipal Development Group LLC to complete the redevelopment plan at a cost of \$8,000. Based on the grant provisions, the City would need to expend \$4,000 to meet the 1:1 match.

Suggested Motion:

A MOTION to authorize the City Administrator to execute the CDA CGPI Grant Agreement and approve the proposal from Municipal Development Group LLC to complete the Downtowns Redevelopment Plan per the proposal.

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY

REDEVELOPMENT INCENTIVE GRANT PROGRAM

PLANNING GRANT AGREEMENT

THIS GRANT AGREEMENT entered into this 22nd day of May 2018 by and between the Carver County Community Development Agency, a public body corporate and politic (the "Agency"), and the city of **Norwood Young America**, a political subdivision of the State of Minnesota (the "Grantee").

WHEREAS, pursuant to Resolution No. 15-15, the Agency has established the Community Growth Partnership Initiative Grant Program (the "Program") to improve the tax base and quality of life in Carver County by assisting municipal redevelopment efforts and promoting the development of affordable housing; and

WHEREAS, the activities to be undertaken under the Program are all activities that the Agency could undertake directly pursuant to *Minnesota Statutes*, §§469.001 to 469.047 and 469.090 to 469.1082; and

WHEREAS, this Agreement shall constitute a cooperation agreement between the parties, as contemplated by *Minnesota Statutes*, §§469.041, clause (8) and 469.101, subdivisions 5 and 14; and

WHEREAS, the Grantee submitted an application for a Redevelopment Incentive Planning Grant (the "Application") in response to a request for proposals issued by the Agency and will use the grant funds made available under this Agreement to help fund the planning project identified in Attachment A (the "Project"); and

WHEREAS, the Agency has concluded that the Grantee has the necessary expertise, skill and ability to successfully complete the Project and that the Project is in the best interests of the Agency and will positively contribute to meeting the goals of the Program; and

WHEREAS, the Grantee is a municipality of Carver County that is supportive of the Agency's mission and of the development of affordable housing, Community Development; and

WHEREAS, the Agency agrees to provide grant funds to the Grantee pursuant to the Program and Resolution No. 18-14, subject to the terms, conditions, and clarifications hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreement contained herein, the Agency and the Grantee agree as follows:

ARTICLE 1: TERMS OF GRANT

1.01 Grant Amount: The Agency agrees to provide a grant to the Grantee in the amount of **Four Thousand Dollars (\$4,000N)** (the "Grant") from the Program upon the terms and conditions and for the purposes set forth in this Agreement.

1.02 Match Requirement: The Grantee shall match the total Grant amount received from the Agency based upon the expenditure of one dollar (\$1.00) of Grantee funds ("Matching Funds") for each one dollar (\$1.00) of Grant funding. Such Matching Funds shall (a) constitute the actual expenditure of Grantee funds on the Project described in Attachment A and not "in kind" contributions and (b) be in balance at the time of each Grant disbursement pursuant to Section 1.06 hereof. The source and amount of Matching Funds shall be identified by the Grantee in each Reimbursement Request, as described in Section 1.06.

1.03 Use of Funds: The Grantee agrees to use the proceeds of the Grant solely for the purposes and activities described in Attachment A. A Project summary that identifies eligible uses of Grant proceeds, as approved by the Agency, is contained in Attachment A ("Eligible Uses").

1.04 Grant Term: The Project shall be completed in a timely manner and all Grant funds will be expended upon the later of (a) eighteen (18) months of the date of this Agreement or (b) **November 22, 2019** (the "End Date"). For purposes of this Agreement "Completed" means submission of the final planning report to the Agency.

1.05 Term Extension: The End Date may be extended beyond the original End Date at the sole discretion of the Executive Director of the Agency. The Grantee must submit any extension request in writing at least thirty (30) calendar days prior to the End Date (a) stating the reason for the extension request, (b) providing a proposed new End Date and (c) describing in reasonable detail proposed changes to the Project activities and budget, if any. The End Date may be extended only once and the extension shall not exceed one (1) year beyond the original End Date.

1.06 Disbursement of Grant Funds: The Agency will disburse Grant funds in response to written reimbursement requests ("Reimbursement Requests") submitted to the Agency by the Grantee upon forms provided by the Agency and accompanied by (a) copies of bills and invoices from third parties for which Grantee seeks reimbursement and (b) proof of expenditure of Matching Funds in an amount at least equal to the amount of the Reimbursement Request. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, the Agency will disburse the requested amount to the Grantee within fourteen (14) days after receipt of each Reimbursement Request.

1.07 Release of Unused Grant Funds: Upon the earlier of (a) Completion of the Project or (b) the End Date (the "Grant Release Date"), any Grant funds not previously disbursed to the Grantee for any reason shall be automatically released from the terms of this Agreement.

ARTICLE 2: ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS

2.01 Accounting and Records: The Grantee agrees to accurately and completely establish and maintain detailed accounts and records relating to the receipt and expenditure of all Grant funds received under this Agreement. Such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the Grant Release Date. Such financial records shall sufficiently evidence the nature and expenditure of all Match Funds required. Accounting methods shall be in accordance with generally accepted accounting principles.

2.02 Audits: The accounts and records of the Grantee described in Section 2.01 shall be audited in the same manner as all other accounts and records of the Grantee and may, for a period of six (6) years following the Grant Release Date, be inspected on the Grantee's premises by the Agency or individuals or organizations designated by the Agency, upon reasonable notice thereof to the Grantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with State law.

2.03 Report Requirements: The Grantee shall periodically report to the Agency regarding the status of Project activities and the expenditures of the Grant funds. Reports are due on each May 31st and November 30th during the Grant term, as defined in Section 1.04. A final report is due sixty (60) days following the Grant Release Date. This reporting requirement and all others required in this Agreement shall survive the termination or expiration of this Agreement.

2.04 Public Bidding: The Grantee, in the expenditure of Grant funds, shall at all times comply with the requirements of *Minnesota Statutes*, §§469.015 and 471.345.

ARTICLE 3: GRANTEE REPRESENTATIONS AND WARRANTIES

3.01 Authority: Grantee warrants that it is duly organized under applicable laws of the State of Minnesota and that it has authority to execute, deliver, and perform its obligations under this Agreement.

3.02 Use of Grant Funds: Grantee warrants that it shall use the proceeds of the Grant solely for Eligible Uses in accordance with Section 1.03 hereof.

3.03 Acknowledgements: The Grantee shall acknowledge the assistance provided by the Agency and Carver County in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the Grant funds. The acknowledgement should contain the following language: "Financing for this project was provided by the Carver County CDA Redevelopment Incentive Grant Program and support from Carver County".

3.04 Assignment: Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the Agency, which said consent may be withheld at the Agency's sole discretion. Any non-approved transfer, assignment or conveyance shall be void.

3.05 Indemnification: Grantee shall defend, hold harmless and indemnify the Agency and its elected and appointed officials, officers, agents and employees from and against all claims, liability, costs expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its failure to perform its covenants and obligations under this Agreement and any of its operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified, or held harmless. The provisions of this paragraph shall survive the termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Agency of any immunities or limits on liability provided by applicable State law.

ARTICLE IV: DEFAULT AND REMEDIES

4.01 Default Defined: The term "Default" shall mean, whenever it is used in this Agreement (a) any failure by the Grantee to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed hereunder or (b) any material breach of any representation set forth herein.

4.02 Remedies: Whenever a Default occurs, the Agency may immediately, without notice, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of a Default, but only if the alleged Default has not been cured within said thirty (30) days or, if the alleged Default cannot be cured within said thirty (30) days, within such time as is reasonably determined by the Agency as necessary to cure (assuming Grantee diligently pursues such cure), the Agency may (a) terminate this Agreement by written notice, upon which all non-disbursed Grant Funds shall be released, and/or (b) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

4.03 No Remedy Exclusive: No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

4.04 No Additional Waiver Implied by One Waiver: In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the Agency, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5: GENERAL PROVISIONS

5.01 Amendments: The Agency and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the Agency and the Grantee.

5.02 Equal Opportunity: The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.03 Conflict of Interest: The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.04 Severability: If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

5.05 Time: Time is of the essence in the performance of the terms and conditions of this Agreement.

5.06 Contacts: Reimbursement Requests, written reports and correspondence submitted to the Agency pursuant to this Agreement shall be directed to:

Carver County CDA
Attn: Allison Streich, Deputy Director of Carver County CDA
705 North Walnut Street
Chaska, MN 55318

Any notice, demand, or other communication under the Agreement to the Grantee shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to Grantee at:

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

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

5.07 Warranty of Legal Capacity: The individuals signing this Agreement on behalf of the Grantee and on behalf of the Agency represent and warrant on the Grantee's and the Agency's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Agency's behalf, respectively and that this Agreement constitutes the Grantee's and the Agency's valid, binding and enforceable agreements.

5.08 Counterparts: This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one (1) such counterpart executed by each party hereto in proving the existence, validity or content of this Agreement.

IN WITNESS WHEREOF, the Grantee and the Agency have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Agency.

Agency: The Carver County Community Development Agency

By: _____
Julie Frick, Executive Director

Grantee: Norwood Young America

Dated: _____

By: _____

Its. _____

Dated: _____

ATTACHMENT A

Planning Project Name: Norwood Young America Historic Downtowns Redevelopment Plan	
Location: Downtowns	
Planning Project Description: Starting in 2017, the City of Norwood Young America started joint meetings with the Economic Development Commission, Planning Commission, Chamber of Commerce, and City Council. Based on those discussions, it was determined that the most pressing issue was to invest in redevelopment of the downtowns. Throughout 2017 and continuing into 2018, this group has continued to meet and discuss the vision for the future of the downtowns. Norwood Young America is unique in that it is one of only a handful of communities nationwide that has consolidated with two historic downtowns already in place. The Redevelopment Plan will provide focus, cost impacts, and implementation recommendations to jumpstart redevelopments of the two downtowns.	
Project Activities:	Budget:
Total	
Funding Sources:	Amounts:
Economic Development Commission	\$4,000
CDA Planning Grant	\$4,000
Total	\$8,000



Downtown Redevelopment Plan Proposal

May 22, 2018



25562 Willow Lane
New Prague, MN 56071

www.municipaldevelopmentgroup.com



Company Information

Introduction

Company Information

Municipal Development Group, LLC.
25562 Willow Lane
New Prague, MN 56071
952-758-7399 (office)
952-529-5022 (cell – Holly Kreft)
952-201-4466 (cell – Joanne Foust)
E-mail: hkeftmdg@gmail.com or foustmdg@gmail.com
www.municipaldevelopmentgroup.com



Municipal Development Group, LLC. (MDG), staff has worked in partnership with 47 municipalities, township, and counties providing professional planning, economic development, GIS, and grant writing services over the past 15 years.

Project Management

Ms. Holly Kreft will serve as the primary contact for Norwood Young America Downtown Master Plan managing the process and facilitating discussions.

Ms. Jo Foust will assist Ms. Kreft with data collection, preparation of the Downtown Master Plan, and meeting facilitation, etc.

Mr. Jim Bunning will serve as the GIS Specialist with the responsibility of developing maps associated with the historic downtowns.

MDG, LLC. will subcontract with Westwood Professionals to develop renderings of the two historic downtowns, to include in the Plan.

A combined effort would be utilized to provide the most effective and efficient facilitation of the Downtown Master Plan process.

Scope of Service & Community Input

MDG, LLC. proposes to complete the Downtown Redevelopment Plan. The Scope of Services shall include the following. Staff, Commission, and Stakeholder involvement is identified in the services in **bold** print below:



- Develop an inventory of parcels in and around the two downtowns to identify the age of structures, type of building facade, height, and current use.
- **Work with the City Council, EDC, Planning Commission, and Chamber of Commerce** to identify boundaries for the two downtowns and the Hwy 212 Commercial district.
- Prepare GIS maps to illustrate the boundaries of the two downtowns and the Hwy 212 Commercial district.
- **Incorporate data from the Historical Society** on the historical significance of various buildings in the two downtowns.
- **Facilitate discussions every other month with representatives from the City Council, EDC, Planning Commission and Chamber to identify the strengths, challenges and implementation steps to build on strengths and address challenges in the downtowns.**
- **Work with the City Council, EDC, Planning Commission, and Chamber of Commerce to complete the following:**
 - Outline potential architectural design elements, that are period appropriate, for each downtown.
 - Identify potential streetscape elements to incorporate in each downtown.
 - Outline signage opportunities including wayfinding signs, banners, etc.
 - Address connectivity of the three commercial districts for vehicular and pedestrian traffic.
 - Identify funding sources and redevelopment programs to assist in encouraging building owners to invest in their buildings.
- **Conduct a Stakeholder meeting(s) to obtain input on proposed plans for the two downtowns, inviting building owners/tenants to attend.**
- Summarize short term and long range implementation steps.
- Work with a landscape architect to prepare two renderings (one of each downtown area).
- Develop and refine a final Downtown Redevelopment Master Plan incorporating the elements identified in the above Scope of Services.

Timeframe & Milestones

MDG, LLC. proposes to continue to work with the EDC on a monthly basis, as the project lead, and meet quarterly at a Joint Meeting of the City Council, EDC, Planning Commission and Chamber of Commerce to develop the Master Downtown Redevelopment Plan. Following are proposed timeframe and milestones:



June, 2018: Review and finalize with the EDC, the following:

1. The inventory of parcels in and around the two downtowns to identify the age of structures, type of building facade, height, and current use.
2. The boundaries for the two downtowns and the Hwy 212 Commercial district.
3. The GIS maps which illustrate the boundaries of the two downtowns and the Hwy 212 Commercial district.

July, 2018: Joint Meeting of the City Council, EDC, Planning Commission, and Chamber of Commerce to review the following:

1. Explore Historic Designation (SHPO information)
2. Begin identifying the history of buildings in the downtowns
3. Review the inventory of vacant spaces and owners of downtown buildings
4. Review Financial Incentives which may be available to encourage and assist with redevelopment
5. Infrastructure Review: Identification of missing trees, sidewalk improvements needed, bench locations, etc.
6. Discuss potential Banners and Signage for the downtowns
7. Identify potential events which could be held in the Downtowns to draw customers and tourists

September, 2018: Joint Meeting of the City Council, EDC, Planning Commission and Chamber of Commerce to review the following:

1. Data from the Historical Society on the historical significance of various buildings in the two downtowns.
2. Potential architectural design elements, that are period appropriate, for each downtown.
3. Potential streetscape elements to incorporate in each downtown.
4. Connectivity of the three commercial districts for vehicular and pedestrian traffic.

November/December, 2018

1. Summarize short term and long range implementation steps.
2. Work with a landscape architect to prepare two renderings (one of each downtown area)
3. Conduct a Stakeholder meeting(s) to obtain input on proposed plans for the two downtowns, inviting building owners/tenants to attend.
4. Develop and refine a final Downtown Redevelopment Master Plan incorporating the elements identified in the above Scope of Services.

MDG, LLC. is open to modifying the above schedule to meet the needs of the City of Norwood Young America.

Resumes

Joanne Foust, Principal/Owner of Municipal Development Group, LLC.

has over twenty years of experience in municipal government, both in the public and private sectors, Foust enjoys a successful track record in municipal planning, economic development, finance and grant writing.



Economic Development Experience: Ms. Foust has assisted a number of communities with various economic development projects including but not limited to: successful business recruitment and financial packaging, authoring of successful grant applications for new industrial park development, development of Highway Commercial and Downtown Redevelopment Strategic Plans and subsequent implementation of plans, establishment of EDAs, establishment of a Chamber of Commerce, development of Business Subsidy Policies, funding guidelines, applications and review processes; creation of marketing materials and proposals and creation of new economic development programs.

Planning Experience: Ms. Foust has most recently authored Comprehensive Plans for the cities of Jordan, New Prague, Belle Plaine, Montgomery and Lonsdale. She has prepared new and amended numerous zoning and subdivision ordinances; prepared master park plans; and completed the review process for various subdivisions, site plans, variance requests, conditional use permits, interim use permits, etc. Ms. Foust has over 20 years of experience in municipal planning having served as the Community Development Director (Zoning Administrator) for the cities of St. Peter and Belle Plaine prior to transitioning to consulting.

Grant Writing: Ms. Foust enjoys a successful track record with grant writing for municipalities including numerous grants through the Minnesota Department of Employment and Economic Development, Initiative Foundation, MnDOT, AgStar, etc.

Education: Ms. Foust has a Bachelor of Science Degree with a double major in Business Management and Economics from the University of Minnesota, Morris, and has completed coursework toward a Master's in Public Administration.

Resume

Holly Kreft, Associate

Ms. Holly Kreft joined Municipal Development Group, LLC. on a part-time basis, in 2016, with a focus in economic development and project management. Ms. Kreft is a diplomatic leader who values others' opinions. She is a strong communicator who is comfortable in small or large group settings. She is well-organized with an ability to multi-task.



Experience: Ms. Kreft served as the City Administrator for the City of Belle Plaine from July 2014 to June 2016. During her tenure as Administrator she oversaw full-time staff of 22 in various departments including Finance, Public Works, Community Development, and Police; coordinated multiple agency approval of a \$5 million City constructed overpass; and updated numerous City policies including Personnel Policy, Fire Department Handbook, and Long Term Financial Plan.

Prior to serving as a City Administrator Ms. Kreft served as the Community Development Director for the City of Victoria, from September 2006 to July 2014. During this eight-year timeframe she oversaw planning and economic development activities for the City including the development of over 200 single family home lots; served as staff to numerous committees and special projects including the City's Comprehensive Plan; successfully secured over \$600,000 in grants for the City; and coordinated the Hwy 5 marketing plan for reconstruction and closure of Hwy 5.

Ms. Kreft also served as the Community Development Director for the City of Belle Plaine from January 2001 through August 2006. She oversaw planning and economic development during a high growth period; served as staff to the Planning Commission, Economic Development Authority, Design Committee, and the Belle Plaine Community Foundation and served as interim City Administrator for seven months.

Education: North Dakota State University. 1992-1996 •Bachelor of Science - Major: Geosciences, minor anthropology •McNair Scholar, National Honors Society, Deans List for 5 semesters
•Co-author of "Tundra-Forest Transition during the Last Glacial Maximum" in the Journal of Quaternary Science University of Iowa. 1997-1998
•Master of Science - Major: Geology
•Master's thesis: Paleoecology of the Upper Mississippi River Valley during the Last Glacial Maximum

Resume

Jim Bunning

As the GIS Specialist for MDG, LLC., Jim has facilitated the mapping process for MDG, LLC. staff since 2006, creating maps for 25 MDG, LLC. client cities. Maps provided include those for comprehensive plans, economic development projects, floodplain and shoreland ordinances, park plans, etc.

GIS Guru/Owner RedHot GIS, Apple Valley, MN. Jim established his own GIS consulting company in March of 2004 and provides custom maps, data manipulation, and Custom ArcIMS Site development to clients.



Project Cost

The following compensation schedule is based on meetings over a six-month year period, estimated at an hourly rate of \$90 per hour, with a not-to-exceed bid of \$8,000. It is understood that 50% of the cost or \$4,000 will be covered through a grant provided by the Carver County CDA.

Additional meetings beyond the regular monthly EDC meetings, Joint meetings in July, October and Stakeholder meeting in December, would be invoiced at an additional \$300 per meeting. MDG, LLC. Invoices on a monthly basis for work completed.

Other expenses are as follows:

Mileage: At federal reimbursement rate, which is currently \$0.545 per mile

Binding: Actual cost of materials (receipts are kept on file).

Copying: We encourage our clients to make copies whenever possible, thereby, providing additional cost savings. If MDG, LLC. provides copies the following rate schedule applies:

Single-sided monochrome, 8½ X 11: .07/copy

Double-sided monochrome, 8½ X 11: .14/copy

Single-sided monochrome, 11 X 17: .25/copy

Single-sided color, 8½ X 11: .14/copy

Single-sided color, 11 X 17: .95/copy



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: May 30, 2018
SUBJECT: Veteran's Park – 155 Howitzer Acquisition

The Norwood Young America American Legion and VFW civic groups are requesting approval to acquire and place a 155 Howitzer in Veteran's Park. The Federal Government requires a concrete slab for the Howitzer to be set on and the installation of posts on the perimeter of the slab with chain between the posts. The concrete slab with the posts and chain must be installed within the next 30 days and a picture of such sent to the Federal Government who will upon such release the 155 Howitzer to our Veterans groups.

The American Legion and VFW are proposing to donate the concrete slab, posts and chain.

The Parks & Recreation Commission discussed the proposed acquisition of the 155 Howitzer at their May 15th regular meeting and is recommending approval of the acquisition and placement in Veteran's Park.

Suggested Motions:

Motion to authorize the acquisition of a 155 Howitzer to be placed in Veteran's Park.



CITY OF NORWOOD YOUNG AMERICA VETERANS PARK

Map Date: 5/23/2016

