



## CITY COUNCIL AGENDA

June 11, 2018 – 6:00 p.m.

City Council Meeting

### CITY COUNCIL

1. Call Meeting of City Council to Order
  - 1.1 Pledge of Allegiance
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment  
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
4. Consent Agenda  
(NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
  - 4.1 Approve minutes of May 30, 2018 meeting
  - 4.2 Approve payment of claims
  - 4.3 Termination of Seasonal Employee Resignation
5. Public Hearings
  - 5.1 Ordinance No. 304, Amending Section 310.09 of the City Code Pertaining to Peddlers, Solicitors, and Transient Merchants Business Hours
6. Old Business
  - 6.1 Ordinance No. 304, Amending Section 310.09 of the City Code Pertaining to Peddlers, Solicitors, and Transient Merchants Business Hours
  - 6.2 Update from SRF Consulting Group on U.S. Highway 212 Underpass Preliminary Design
  - 6.3 Approve State of Minnesota Master Partnership Contract
  - 6.4 Update on Southwest Paving CUP Compliance
  - 6.3 Update on 132 Elm Street E. Nuisance Violations
  - 6.4 Approve Workplace Violence Policy
7. New Business
  - 7.1 Award Oak Grove Mowing City Property Proposal
  - 7.2 Schedule Hearing on Class 2 ATVs to Operate on City Streets
  - 7.3 Approve Updating Wages for Seasonal Staff
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 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 3 Planning Commission – 6:00 p.m.
- July 9 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 COUNCIL MINUTES

May 30, 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

OTHERS: Michael Clark, Cynthia Smith-Strack, Marta Beckett, Adam White, Kelsey White, Brenda Schmitz, Mike Gerber

1. Call Meeting of City Council to Order

Meeting was called to order by Mayor Lagergren at 6:02pm. All members were present.

2. Approve Agenda

Addition: 7.13 Seal Coating Bids, 4.4 Reimburse Rob Hagerson

*Motion: DS/MM to approve the agenda with the additions. Vote 5- 0. Motion carried.*

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

Resident Michael Clark would like the council to consider changing the zoning for his mother's address at 232 E Main St. Council recommended that Mr. Clark bring this to the Planning Commission meeting as they handle rezoning and variances.

Resident Michael Clark also had concerns about the drainage at his property and his mother's. He believes it is because a ditch wasn't put in on County Road 34. The council will do some research on the issue and will get back to Mr. Clark.

4. Consent Agenda

4.1 Approve minutes of May 14, meeting

4.2 Approve payment of claims

4.3 Seasonal Staff Hiring

4.4 Reimburse Rob Hagerston

*Motion: CS/CH to approve the consent agenda. Vote 5 - 0. Motion carried.*

5. Public Hearings

5.1 RG Enterprises Solicitors Permit Revocation Appeal

Mayor Lagergren opened the Public Hearing. Steve Helget received complaints from residents regarding Mike Gerber who was selling Kirby vacuum cleaners. One resident had called the Sheriff's Office. An officer came to the residence and took down the complaint from the resident. Because there was no law that had been broken, there were no charges filed. Helget had sent a letter revoking the solicitor's permit to Mr. Gerber. Mr. Gerber then requested a hearing (as noted in the City Code) to challenge the revoked permit. There was no public comment.

6. Old Business – no old business

7. New Business

7.1 RG Enterprises Solicitors Permit Revocation Appeal

*Motion: MM/CH to deny the reinstatement of RG Enterprises', Inc Solicitor's Permit. Vote 5 - 0. Motion carried.*

Shortly after the vote, Mr. Gerber entered the council chambers. He was late due to traffic. City Attorney Jay Squires said that since the vote was already taken, Mr. Gerber could come to the next council meeting and speak during the public comment, however, the vote stands.

7.2 Adopt Ordinance No. 301, Adding Section 1265 to the City Code

Recently the council approved Ordinance 300 which pertains to the Administrative Enforcement when dealing with code violations. Due to this ordinance, a new section needed to be added to the City Code.

*Motion: CH/MM to adopt Ordinance No. 301 adding section 1265 to the City Code relating to enforcement. Vote 5 - 0. Motion carried.*

*Motion: CH/CS to approve publishing a summary of Ordinance No. 301. Vote 5 - 0. Motion carried.*

7.3 Adopt Ordinance No. 302, Amending Section 1210 of the City Code

Recently the council approved Ordinance 300 which pertains to the Administrative Enforcement when dealing with code violations. Due to this ordinance, Section 1210 of the City Code that is currently titled as "Administration", needs to be changed to "Administration & Enforcement"

*Motion: CH/ds to adopt Ordinances No. 302 amending the title of section 1210 of the City Code. Vote 5 - 0. Motion carried.*

*Motion: DS/CS to approve publishing a summary of Ordinance 302. Vote 5 - 0. Motion carried.*

7.4 Adopt Ordinance No. 303, Amending Sections 1230.08 and 1210.06 of the City Code

Property owners Adam White and Steve Curfman applied for a text amendment to the RC-1 Residence Neighborhood Commercial District. The request is to allow custom or limited manufacturing within the district.

*Motion: CH/CS to adopt Ordinance No. 303, amending sections 1230.08 and 1210.06 of the City Code. Vote 5 - 0. Motion carried.*

*Motion: DS/MM to approve publishing a summary of Ordinance No. 303. Vote 5 - 0. Motion carried.*

7.5 Approve Resolution 2018-22, a CUP to allow Limited Manufacturing and Assembly at 124 Railroad St. W. Property owners Adam White and Steve Curfman have applied for a Conditional Use Permit concurrent with filing of a text amendment to the RC-1 Residence Neighborhood Commercial District.

*Motion: CS/CH to approve Resolution 2018-22 a CUP to allow limited manufacturing and assembly at 124 Railroad St W. Vote 5 – 0. Motion carried.*

7.6 Approve Willkommen Memorial Park Restroom Doors Electronic Timer Locks

It has been a concern to keep our park restroom open longer hours during the summer months. By adding electronic timer locks to the restroom doors, some of the portable toilets could be removed from the park. Two bids were received: Bradley Security \$2,775, Bloomington Security Solutions \$4,000.

*Motion: CS/CH to accept Bradley Security's quote of \$2,775 to install timer locks on the Willkommen Memorial Park restroom doors. Vote 5 – 0. Motion carried.*

6:41pm - At this time Mayor Lagergren had to leave the meeting due to another commitment.

7.7 Award Swimming Pool Water Heater Replacement Quote

The hot water heaters for the swimming pool showers and sinks have past the life expectancy. There were two instances last year where the heater needed to be repaired so the pool was without hot water during that time. Pool users are required to shower before entering the pool. Due to the age of the heater, it is becoming difficult to find replacement parts when the heater needs to be repaired. Two proposals were received for a new water heater: Hilgers Plumbing and Heating \$3,850 and Diversified Plumbing and Heating for \$2,895.

*Motion: CH/CS to accept Diversified Plumbing and Heating's quote of \$2,895 to install new hot water heaters at the pool. Vote 4 – 0. Motion carried.*

7.8 Approve Hotel Study

In 2015 step one of a hotel study was completed at a cost of \$9,000. The EDC requested proposals to update the study. Two proposals received include: Option 1 = Field Research Evaluation Report - \$4,995 and Option 2 = Comprehensive Hotel Market Study \$7,859. Jessica Junker with Core Distinction Group indicated that the EDC could pull a STR Global Report to see what the market has done in the last two years before spending additional money to update the survey. She offered to assist with pulling the report (cost of report is \$550 - \$600). The EDC recommends working with Core Distinction Group to have a STR Global Report completed to determine whether to move forward with a full update.

*Motion: MM/CS to authorize staff to work with Core Distinction Group to complete a STR Global Report at a cost not to exceed \$600 in order to determine the feasibility to complete a Hotel Market study. Vote 4 – 0. Motion carried.*

7.9 Approve Redevelopment Incentive Grant Program

April 23, 2018, the City Council authorized MDG LLC on the behalf of the City to submit an application for the Carver County CDA Community Growth Partnership Incentives grant due May 1. The Carver County CDA approved the matching grant request in the amount of \$4,000 (the City would be responsible for the other \$4,000). A proposal from Municipal Development Group LLC was received to complete the redevelopment plan at a cost of \$8,000.

*Motion: MM/CS to approve the Carver County CDA Redevelopment Incentive Grant Program grant agreement. Vote 4 – 0. Motion carried.*

7.10 Accept Municipal Development Group Downtown Redevelopment Plan Proposal

*Motion: MM/CS 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. Vote 4 – 0. Motion carried.*

7.11 Review Draft Workplace Violence Policy

After discussing the draft of the Workplace Violence Policy, it was recommended that this be brought to the Personnel Committee first as this would be a change in the employee handbook.

7.12 Approve Veteran's Park 155 Howitzer Acquisition

The Parks & Recreation Commission discussed acquiring a 155 Howitzer from another city. It would be placed at Veteran's Park.

*Motion: CS/MM to authorize the acquisition of a 155 Howitzer to be placed at Veteran's Park. Vote 4 – 0. Motion carried.*

7.13 Seal Coating

The City budgeted \$90,000 to sealcoat and crack-fill some city streets, parking lots and trails. Proposals were accepted from Allied Blacktop, Bergen Inc and Pearson Bros.

*Motion: CS/CH to accept Allied Blacktop's quote of \$18,177 to crack seal city streets. Vote 4 – 0. Motion carried.*

*Motion: CS/MM to accept Allied Blacktop's quote of \$5,999 to seal coat city trails. Vote 4 – 0. Motion carried.*

*Motion: CS/CH to accept Pearson Bros' quote of \$66,888.33 to chip seal coat city streets. Vote 4 – 0. Motion carried.*

8. Council Member & Mayor Reports

CH – no meeting from Planning Commission. Personnel Committee discussed: allowing Public Service workers to be able to wear shorts. seasonal staff (still looking for additional lawn mowers) and possibly hiring a temporary office staff while there is a leave of absence.

MM – Stiftungsfest is going to try new things this year including changing some of the music to country music.

CS – Parks & Rec Commission had the Willkommen restroom dedication and introduced "Carl" the new bench by the Pavilion.

DS - none

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.

9. Adjournment

*Motion: MM/CH to adjourn at 7:06pm. Vote 4 – 0. Motion carried.*

Sincerely Submitted:

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Carol Lagergren, Mayor

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Kelly Hayes, City Clerk / Treasurer

**CITY OF NORWOOD YOUNG AMERICA**

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

**To Be Approved: June 11, 2018**

<b>Pre-Paid Claims</b>	<b><u>\$18,967.90</u></b>
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(Check Sequence #504783-504800; 28145)

<b>Claims Pending Payment</b>	<b><u>\$124,327.24</u></b>
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(Check Sequence #28146-28183)

<b>Grand Total</b>	<b><u>\$143,295.14</u></b>
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PAYROLL 5/31/18

CHECK #	EMPLOYEE	GROSS
504783	ARETZ, BRENT R	\$2,521.60
504784	BIPES, DEBORAH	\$146.74
504785	CANO, JOEY M	\$1,627.59
504786	DHOORE, PAUL	\$1,844.00
504787	FRATUS, DOMINIC	\$483.44
504788	HAAG, HERMAN	\$217.16
504789	HAYES, KELLY	\$2,340.00
504790	HELGET, STEVE	\$3,644.00
504791	HOEN, ROBERT G.	\$737.18
504792	Hormann, Duane	\$437.61
504793	JAUS, RODNEY D	\$1,620.00
504794	LENZ, DEBRA A	\$1,924.80
504795	MENZEL, ALICIA	\$1,702.40
504796	PAULSON, DENNIS	\$46.41
504797	SCHNEEDWIND, BRIAN O	\$1,762.01
504798	STENDER, DANIEL H	\$2,265.78
504799	VOIGT, ANTHONY	\$2,587.54
504800	KLEINBANK - NET	<u>\$18,917.90</u>

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## \*Check Summary Register©

MAY 2018 to JUNE 2018

Name		Check Date	Check Amt
<b>10100 CHECKING</b>			
Paid Chk# 028145	HAGERSTROM, ROB	5/31/2018	\$50.00 REFUND PICK UP FEE
		<b>Total Checks</b>	<b>\$50.00</b>

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JUNE 2018

			Check Amt	Invoice	Comment
<b>10100 CHECKING</b>					
Paid Chk#	028146	6/11/2018	<b>BJS LAWN SERVICE</b>		
E 101-43100-437	Maintenance Contract		\$820.00	1100	CEMETERY MOWING
	<b>Total BJS LAWN SERVICE</b>		\$820.00		
Paid Chk#	028147	6/11/2018	<b>BOLTON &amp; MENK, INC</b>		
G 812-22100	Escrow Collected		\$79.00	0217686	VICKERMAN EXPAN
E 101-41500-303	Engineering Fees		\$720.00	0217687	EMMA ST IMPROVEMENTS
E 101-41500-303	Engineering Fees		\$183.00	0217693	212
E 101-41500-303	Engineering Fees		\$316.00	0217693	COMM DEV
E 101-41500-303	Engineering Fees		\$158.00	0217693	DIEDRICH PUD
E 601-49400-303	Engineering Fees		\$79.00	0217693	WATER
E 101-41500-303	Engineering Fees		\$268.00	0217693	SERENITY POINTE
E 603-49500-303	Engineering Fees		\$134.00	0217693	STORMWATER
E 101-41500-303	Engineering Fees		\$120.00	0217693	MISC
	<b>Total BOLTON &amp; MENK, INC</b>		\$2,057.00		
Paid Chk#	028148	6/11/2018	<b>CARVER COUNTY ATTORNEYS OFF</b>		
E 101-42100-311	County Police Contract		\$90,236.00	SHERI003055	1ST HALF OF 2018 POLICE CONTRACT
	<b>Total CARVER COUNTY ATTORNEYS OFF</b>		\$90,236.00		
Paid Chk#	028149	6/11/2018	<b>CARVER COUNTY RECORDER</b>		
E 101-41320-350	Print/Publishing/Postage		\$46.00		WHITE/CURFMAN
	<b>Total CARVER COUNTY RECORDER</b>		\$46.00		
Paid Chk#	028150	6/11/2018	<b>CENTER POINT</b>		
E 101-41940-383	Gas Utilities		\$341.40		
E 101-42200-383	Gas Utilities		\$99.86		
E 101-43100-383	Gas Utilities		\$744.62		
E 101-45200-383	Gas Utilities		\$294.88		
E 601-49400-383	Gas Utilities		\$194.55		
E 602-49450-383	Gas Utilities		\$1,279.86		
E 101-49860-383	Gas Utilities		\$18.23		
	<b>Total CENTER POINT</b>		\$2,973.40		
Paid Chk#	028151	6/11/2018	<b>CNH CAPITAL</b>		
E 101-45200-221	Repair/Maintenance Equipment		\$188.68		MOWER PARTS
	<b>Total CNH CAPITAL</b>		\$188.68		
Paid Chk#	028152	6/11/2018	<b>COMMUNITY EDUCATION DIST #108</b>		
E 101-45200-441	Recreation Program		\$5,000.00		SUMMER REC ACTIVITIES
	<b>Total COMMUNITY EDUCATION DIST #108</b>		\$5,000.00		
Paid Chk#	028153	6/11/2018	<b>D &amp; K EMBROIDERY</b>		
E 101-49860-209	Swim Uniforms		\$100.00	1045	HEAT PRESS TRANSFER
	<b>Total D &amp; K EMBROIDERY</b>		\$100.00		
Paid Chk#	028154	6/11/2018	<b>DAMMANN SEED SALES</b>		



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JUNE 2018

		Check Amt	Invoice	Comment
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$180.00	5584	GRASS SEED
	<b>Total DAMMANN SEED SALES</b>	\$180.00		
Paid Chk# 028155	6/11/2018	<b>DIVERSIFIED PLUMING &amp; HEATING</b>		
E 101-49860-223	Repair/Maintenance Bldg/Ground	\$2,895.00	24025	WATER HEATER FOR POOL
	<b>Total DIVERSIFIED PLUMING &amp; HEATING</b>	\$2,895.00		
Paid Chk# 028156	6/11/2018	<b>DOOR POWER INC</b>		
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$240.00	7667	TRANSMITTER
	<b>Total DOOR POWER INC</b>	\$240.00		
Paid Chk# 028157	6/11/2018	<b>DWK CLEAN WATER SERVICES LLC</b>		
E 601-49400-314	Contracts Payments	\$682.50	0518	
E 602-49450-314	Contracts Payments	\$682.50	0518	
	<b>Total DWK CLEAN WATER SERVICES LLC</b>	\$1,365.00		
Paid Chk# 028158	6/11/2018	<b>EMERGENCY APPARATUS MAINTENANC</b>		
E 101-42200-221	Repair/Maintenance Equipment	\$766.51	99697	ENGINE 11
E 101-42200-221	Repair/Maintenance Equipment	\$2,157.60	99698	LADDER 11
E 101-42200-221	Repair/Maintenance Equipment	\$698.83	99699	ENGINE 21
	<b>Total EMERGENCY APPARATUS MAINTENANC</b>	\$3,622.94		
Paid Chk# 028159	6/11/2018	<b>HD SUPPLY WATERWORKS</b>		
E 601-49400-221	Repair/Maintenance Equipment	\$118.80	1911893	WAT HYD FLG
E 601-49400-210	Operating Supplies	\$31.99	1915157	INSETTER
E 601-49400-229	Water Meters	\$430.24	1922274	METER INSETTER
	<b>Total HD SUPPLY WATERWORKS</b>	\$581.03		
Paid Chk# 028160	6/11/2018	<b>HERMANS LANDSCAPE SUPPLIES</b>		
E 101-43100-224	Street Maint Materials	\$66.25	27921/1	PULVERIZED DIRT
	<b>Total HERMANS LANDSCAPE SUPPLIES</b>	\$66.25		
Paid Chk# 028161	6/11/2018	<b>HOLIDAY FLEET</b>		
E 101-43100-212	Motor Fuels	\$64.20		FUEL
	<b>Total HOLIDAY FLEET</b>	\$64.20		
Paid Chk# 028162	6/11/2018	<b>HOME SOLUTIONS</b>		
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$107.06		
E 101-43100-210	Operating Supplies	\$194.23		
E 101-41940-210	Operating Supplies	\$35.97		
E 101-49860-223	Repair/Maintenance Bldg/Ground	\$18.42		
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$33.70		
E 101-45200-210	Operating Supplies	\$2.59		
E 101-43100-224	Street Maint Materials	\$36.88		
E 101-43100-223	Repair/Maintenance Bldg/Ground	\$75.66		
E 602-49450-210	Operating Supplies	\$11.67		
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$24.94		
E 101-49860-221	Repair/Maintenance Equipment	\$56.28		
E 101-42200-221	Repair/Maintenance Equipment	\$149.63		FIRE DEPT ACT

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JUNE 2018

			Check Amt	Invoice	Comment
<b>Total HOME SOLUTIONS</b>			<b>\$747.03</b>		
Paid Chk# 028163	6/11/2018	LENZ, DEBRA			
E 101-41400-331	Travel/Meeting Expense		\$80.66		MILEAGE
<b>Total LENZ, DEBRA</b>			<b>\$80.66</b>		
Paid Chk# 028164	6/11/2018	LOFFLER BUSINESS SYS LLC			
E 101-41400-437	Maintenance Contract		\$123.75	CW80742	VOICEMAIL
<b>Total LOFFLER BUSINESS SYS LLC</b>			<b>\$123.75</b>		
Paid Chk# 028165	6/11/2018	LOFFLER COMPANIES, INC.			
E 101-41400-437	Maintenance Contract		\$89.50		COPIER RENT
<b>Total LOFFLER COMPANIES, INC.</b>			<b>\$89.50</b>		
Paid Chk# 028166	6/11/2018	MAYER LUMBER CO.			
E 832-45250-470	Donation Expense		\$117.31		WARMING HOUSE
E 833-45250-470	Donation Expense		\$117.31		WARMING HOUSE
<b>Total MAYER LUMBER CO.</b>			<b>\$234.62</b>		
Paid Chk# 028167	6/11/2018	METRO WEST INSPECTION SERVICES			
E 101-42400-312	Building Inspection Fee		\$2,533.35		PERMIT
<b>total METRO WEST INSPECTION SERVICES</b>			<b>\$2,533.35</b>		
Paid Chk# 028168	6/11/2018	MINI BIFF			
E 101-45200-418	Other Rentals (Biffs)		\$191.76	A-95116	SPORTS COMPLEX
E 101-45200-418	Other Rentals (Biffs)		\$110.16	A-95119	FRIENDSHIP PARK
E 101-45200-418	Other Rentals (Biffs)		\$110.16	A-95138	FRIENDSHIP PARK
E 101-45200-418	Other Rentals (Biffs)		\$110.16	A-95164	WILLKOMMEN PARK
E 101-45200-418	Other Rentals (Biffs)		\$111.84	A-95299	LEGION PARK
<b>Total MINI BIFF</b>			<b>\$634.08</b>		
Paid Chk# 028169	6/11/2018	MINNESOTA VALLEY TESTING LAB			
E 602-49450-217	Lab Fees		\$36.20	919504	PHOSPHORUS
E 602-49450-217	Lab Fees		\$36.20	920910	PHOSPHORUS
<b>Total MINNESOTA VALLEY TESTING LAB</b>			<b>\$72.40</b>		
Paid Chk# 028170	6/11/2018	MN VALLEY ELECTRIC COOPERATIVE			
E 602-49450-381	Electric Utilities		\$34.07		LIFT STATION
E 101-43100-380	Street Lighting		\$101.28		STREET LIGHTS
E 601-49400-381	Electric Utilities		\$417.16		640 TACOMA BLVD
<b>total MN VALLEY ELECTRIC COOPERATIVE</b>			<b>\$552.51</b>		
Paid Chk# 028171	6/11/2018	NCPERS 855401LIFE INS			
G 101-21705	PERA Life		\$16.00		
<b>Total NCPERS 855401LIFE INS</b>			<b>\$16.00</b>		
Paid Chk# 028172	6/11/2018	NORWOOD ELECTRIC INC			
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$606.17	15739	POOL PARK REPAIRS

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JUNE 2018

			Check Amt	Invoice	Comment
<b>Total NORWOOD ELECTRIC INC</b>			\$606.17		
Paid Chk#	028173	6/11/2018	<b>NYA TIMES</b>		
E 101-45200-350	Print/Publishing/Postage		\$205.00	600040	LAWN MOWER
E 101-45200-350	Print/Publishing/Postage		\$105.00	602096	LAWN MOWER
E 601-49400-350	Print/Publishing/Postage		\$75.00	602097	WATERING
E 603-49500-350	Print/Publishing/Postage		\$44.00	602098	GRASS CLIPPINGS
E 101-41110-350	Print/Publishing/Postage		\$26.46	603686	PEDDLERS HOURS
<b>Total NYA TIMES</b>			\$455.46		
Paid Chk#	028174	6/11/2018	<b>SMITH OIL CO</b>		
E 101-43100-212	Motor Fuels		\$255.11		
E 601-49400-212	Motor Fuels		\$114.90		
E 602-49450-212	Motor Fuels		\$114.90		
E 101-49800-212	Motor Fuels		\$219.68		BUS
E 101-42200-212	Motor Fuels		\$411.17		FIRE DEPT
<b>Total SMITH OIL CO</b>			\$1,115.76		
Paid Chk#	028175	6/11/2018	<b>STORMS WELDING &amp; MFG INC</b>		
E 101-45200-500	Capital Outlay		\$3,496.38	52510	KARL BENCH
<b>Total STORMS WELDING &amp; MFG INC</b>			\$3,496.38		
Paid Chk#	028176	6/11/2018	<b>TECHSTAR IT SOLUTIONS</b>		
E 101-41400-437	Maintenance Contract		\$1,014.00	MSP-7965	CONTRACT
<b>Total TECHSTAR IT SOLUTIONS</b>			\$1,014.00		
Paid Chk#	028177	6/11/2018	<b>UNITED BANKERS - MPLS</b>		
E 101-49860-223	Repair/Maintenance Bldg/Ground		\$73.14	K82615	PRESSURE WASHER
<b>Total UNITED BANKERS - MPLS</b>			\$73.14		
Paid Chk#	028178	6/11/2018	<b>US POSTAL SERVICE</b>		
E 601-49400-350	Print/Publishing/Postage		\$133.37		WATER BILLS
E 602-49450-350	Print/Publishing/Postage		\$133.38		WATER BILLS
E 603-49500-350	Print/Publishing/Postage		\$133.37		WATER BILLS
<b>Total US POSTAL SERVICE</b>			\$400.12		
Paid Chk#	028179	6/11/2018	<b>US POSTAL SERVICE</b>		
E 101-41400-350	Print/Publishing/Postage		\$92.00		BOX RENT
<b>Total US POSTAL SERVICE</b>			\$92.00		
Paid Chk#	028180	6/11/2018	<b>USA BLUE BOOK</b>		
E 602-49450-210	Operating Supplies		\$82.46	580641	BUFFER
<b>Total USA BLUE BOOK</b>			\$82.46		
Paid Chk#	028181	6/11/2018	<b>UTILITY CONSULTANTS</b>		
E 602-49450-217	Lab Fees		\$733.45	98359	CBOD, TSS TESTING
<b>Total UTILITY CONSULTANTS</b>			\$733.45		
Paid Chk#	028182	6/11/2018	<b>VERIZON WIRELESS</b>		

## CITY OF NORWOOD YOUNG AMERICA

06/06/18 4:07 PM

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**\*Check Detail Register©**

JUNE 2018

			Check Amt	Invoice	Comment
E 101-42200-321	Telephone		\$175.05		FIRE DEPT
E 101-43100-321	Telephone		\$168.71		
E 101-45200-321	Telephone		\$72.31		
E 601-49400-321	Telephone		\$147.66		
E 602-49450-321	Telephone		\$147.67		
<b>Total VERIZON WIRELESS</b>			\$711.40		
Paid Chk# 028183	6/11/2018	VIVID IMAGE			
E 101-41400-437	Maintenance Contract		\$27.50	12397	WEBSITE UPDATES
<b>Total VIVID IMAGE</b>			\$27.50		
<b>10100 CHECKING</b>			\$124,327.24		

**Fund Summary****10100 CHECKING**

101 GENERAL FUND	\$117,959.78
601 WATER FUND	\$2,425.17
602 SEWER FUND	\$3,317.30
603 STORM WATER UTILITY	\$311.37
812 Vickerman - 2018 Expansion	\$79.00
832 DONATIONS - VFW	\$117.31
833 DONATIONS - LEGION	\$117.31
	<u>\$124,327.24</u>



TO: Mayor Lagergren and Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: June 11, 2018

RE: Termination of Emilee Gustin

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Emilee Gustin was hired at the last City Council meeting as a Public Services Worker. She has decided that the position is not for her.

**RECOMMENDATION:**

**A motion to terminate the employment of Emilee Gustin.**

*Norwood Young America*



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 11, 2018

SUBJECT: Ordinance No. 304, Amending Section 310.09 of the City Code Pertaining to Peddlers, Solicitors, Transient Merchants Business Hours

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The City Council at its May 14<sup>th</sup> regular meeting approved a motion to schedule a public hearing for 6:00 p.m., June 11<sup>th</sup>, for the purpose of considering an amendment to Section 310.09 of the City Code. Proposed is to consider changing the business hours for peddlers and solicitors.

**Suggested Motion:**

**Motion to adopt Ordinance No. 304, an ordinance amending Section 310.09 of the City Code pertaining to peddlers, solicitors, and transient merchants building hours.**

**CITY OF NORWOOD YOUNG AMERICA**

**CARVERY COUNTY, MINNESOTA**

**ORDINANCE NO. 304**

AN ORDINANCE AMENDING SECTION 310.09 OF THE CITY CODE PERTAINING TO  
PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS BUSINESS HOURS

**SECTION 1.** THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA  
HEREBY ORDAINS THAT SECTION 310.09 (D) OF THE CITY CODE IS HEREBY  
AMENDED AS FOLLOWS:

**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, not 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 of 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.<sup>1</sup>

**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.

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<sup>1</sup> Court decisions prohibit licensing of Solicitors. See 310.08.



- L. Any and all address(s) 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.

**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.<sup>2</sup>

**10.05 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.
- 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.

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. Transient merchants shall not conduct business before seven o'clock in the morning (7:00 a.m.), or after nine o'clock at night (9:00 p.m.). Peddlers and solicitors shall not conduct business before nine o'clock in the morning (9:00 a.m.), or after seven o'clock at night (7:00 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.

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

Adopted by the City Council this 11<sup>th</sup> day of June 2018.

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Carol Lagergren, Mayor

ATTEST:

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Kelly Hayes, City Clerk/Treasurer





Norwood Young America  
310 Elm Street West – P.O. Box 59  
Norwood Young America, MN 368  
Phone: (952) 467-1800  
Fax: (952) 467-1818  
Website: [www.cityofnya.com](http://www.cityofnya.com)

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TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 11, 2018

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

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Kevin Jullie, SRF Consulting Group, will be present to provide their concept cost estimate for the Highway 212 Underpass project. Enclosed is a copy of SRF's cost estimate which Mr. Jullie will review at the meeting.

In respect to the contract between the City and SRF Consulting Group, Mr. Jullie will also review the changes in the scope of their services and contractual amendment items. Enclosed is an itemized list of their work tasks in completing the preliminary design. The original contract was in the amount of \$59,550. In February of this year the Council authorized SRF to design additional sidewalk/trail into the project which MnDOT stated they'd reimburse the City for. In addition, MnDOT completed some of the soil borings that SRF was to complete which now would be a credit to the City.

In respect to the cost share of the signal lights to be changed out at the intersection of Highway 212 and Faxon Road, according to Diane Langenbach, MnDOT South Area Engineer, the City should plan on about \$200,000 for its share of replacing the signal lights.

**Suggested Motion:**

**No motions are recommended at this time.**

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# HIGHWAY 212 TRAILS AND PEDESTRIAN UNDERPASS

Concept Cost Estimate (based upon 2017 bid price information)

Prepared By: SRF Consulting Group, Inc., Date 5/2018

			MNDOT		CITY SP 010-591-001		TOTAL	
ITEM DESCRIPTION	UNIT	UNIT PRICE	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT
<b>PAVING AND GRADING COSTS</b>								
GRP 1 2106 Excavation - common & subgrade	cu. yd.	\$28.800	8,100	\$238,800	3,600	\$28,800	9,700	\$277,600
GRP 2 2106 Common Embankment (C-V)	cu. yd.	\$11.000	2,300	\$25,300	1,600	\$6,400	3,900	\$15,600
GRP 3 Bituminous Pavement	(1) sq. yd.	\$13.440	280	\$3,763	280	\$3,763	280	\$3,763
GRP 4 Bituminous Shoulder Pavement	(2) sq. yd.	\$6.670	280	\$1,868	280	\$1,868	280	\$1,868
GRP 5 ADA Pedestrian Curb Ramp	each	\$1,000	3	\$3,000	1	\$1,000	4	\$4,000
GRP 6 Remove and Replace Fence	lin. ft.	\$20.000	1,000	\$20,000	1,000	\$20,000	1,000	\$20,000
GRP 7 Bituminous Walk / Trail	(3) sq. yd.	\$26.000	2,000	\$52,000	1,300	\$33,800	3,300	\$85,800
GRP 8 Guardrail	lin. ft.	\$25.000	825	\$20,625	625	\$15,625	1,450	\$36,250
GRP 9 Removals - Concrete Walk	sq. yd.	\$1.000	40	\$400	130	\$130	170	\$170
GRP 10 Removals - Bituminous Trail	sq. yd.	\$1.750	250	\$437.50	130	\$227.50	380	\$665.00
GRP 11 Removals - Pavement	sq. yd.	\$2.000	40	\$800	140	\$280	180	\$360
<b>SUBTOTAL PAVING AND GRADING COSTS:</b>				<b>\$129,230</b>		<b>\$129,370</b>		<b>\$258,600</b>
<b>DRAINAGE, UTILITIES AND EROSION CONTROL</b>								
DR 1 Local Utilities - Sanitary Sewers	lump sum			\$32,000		\$32,000		\$32,000
DR 2 Local Utilities - Watermains	lump sum			\$19,500		\$19,500		\$19,500
DR 3 Drainage - Rural	(5) lump sum			\$64,500		\$120,000		\$324,000
DR 4 Tree Establishment & Erosion Control	10%			\$13,000		\$13,000		\$26,000
<b>SUBTOTAL DRAINAGE, UTILITIES AND EROSION CONTROL</b>				<b>\$189,000</b>		<b>\$217,000</b>		<b>\$406,000</b>
<b>SUBTOTAL BRIDGE COSTS:</b>								
<b>RETAINING WALLS &amp; BOX CULVERT</b>								
RW 1 Proposed Box Culvert (Bridge No. 10X21) and Wing Walls (Retaining Wall A and Retaining Wall B)	lump sum					\$815,000		\$815,000
RW 2 Retaining Wall C	lump sum			\$180,000		\$80,000		\$260,000
<b>SUBTOTAL RETAINING WALLS &amp; OTHER MINOR STRUCTURAL COSTS:</b>				<b>\$180,000</b>		<b>\$895,000</b>		<b>\$1,075,000</b>
<b>SIGNAL AND LIGHTING COSTS</b>								
SGN 1 Box Culvert Lighting	lump sum					\$17,000		\$17,000
<b>SUBTOTAL SIGNAL AND LIGHTING COSTS:</b>						<b>\$17,000</b>		<b>\$17,000</b>
<b>SIGNING &amp; STRIPING COSTS</b>								
SGN 1 Mainline Signing (C&D)	mile	\$2,000.00	0.05	\$1,000	0.05	\$1,000	0.10	\$2,000
<b>SUBTOTAL SIGNING &amp; STRIPING COSTS:</b>				<b>\$1,000</b>		<b>\$1,000</b>		<b>\$2,000</b>
<b>SUBTOTAL CONSTRUCTION COSTS:</b>				<b>\$499,230</b>		<b>\$1,259,370</b>		<b>\$1,758,600</b>
<b>MISCELLANEOUS COSTS</b>								
M 1 Mobilization	lump sum			\$25,000		\$25,000		\$25,000
M 2 Non Quantified Minor Items	lump sum			\$25,000		\$25,000		\$25,000
M 3 Dewatering	lump sum			\$12,500		\$12,500		\$12,500
M 3 Traffic Control	lump sum			\$15,000		\$15,000		\$15,000
<b>SUBTOTAL MISCELLANEOUS COSTS:</b>				<b>\$77,500</b>		<b>\$176,500</b>		<b>\$254,000</b>
<b>ESTIMATED TOTAL CONSTRUCTION COSTS without Contingency:</b>				<b>\$576,730</b>		<b>\$1,435,870</b>		<b>\$2,012,600</b>
1 Contingency or "risk"	10%			\$58,000		\$144,000		\$202,000
<b>ESTIMATED TOTAL CONSTRUCTION COSTS PLUS CONTINGENCY:</b>				<b>\$634,730</b>		<b>\$1,579,870</b>		<b>\$2,214,600</b>

INFLATION COST (2017 Dollars to 2021 Dollars)	Years	4	\$100,000	4	\$200,000		
<b>TOTAL PROJECT COST (OPENING YEAR DOLLARS)</b>			<b>\$734,730</b>		<b>\$1,779,870</b>		<b>\$2,514,600</b>

NOTE: (1) Assumes 6.5" bituminous and 6" aggregate base class 5.  
(2) Assumes 4.5" bituminous and 6" aggregate base class 5.  
(3) Assumes 3" bituminous and 8" aggregate base class 5.  
(4) Assumes 6" Aggregate Surfacing.  
(5) Estimate does not include costs associated with required upstream BMP. All drainage pipes assumed to be RCP.

# SRF Consulting Group, Inc.

Client: City of Norwood Young America  
 Project: TH 212 Trail Connections and Preliminary Design  
 From CSAH 33/Reform Street to Morse Street (FINAL)

## Work Tasks and Person-Hour Estimates



P18 11228

### Subconsultants:

TASK NO.	SUMMARY OF TASKS
1.0	Project Management
2.0	Public Involvement
3.0	Preliminary Design, Geometric Layout Information, and Municipal Consent
4.0	Drainage Design
5.0	Topographical Survey
6.0	Right of Way

### Project Overview:

This Amendment Scope covers the additional work requested by MnDOT to complete public involvement, preliminary design of proposed trail connections, preliminary construction limits, right of way needs, and cost estimate for trail connections along TH 212 between Reform Street and Morse Street. This work will be coordinated with the separate City of Norwood Young America pedestrian underpass project to assure both projects tie together and will proceed into final design efficiently. Work to be completed on mutually agreed schedule that coincides with the TH 212 Mill & Overlay project.

Assumes Trail design work shall supplement a Staff Approved Layout being prepared and submitted by MnDOT.

Project will follow State of Minnesota Standards for Trunk Highway Design on TH 212 and applicable ADA standards for trail design.

Trail connections are assumed to parallel TH 212, between Reform Street and Morse Street and provide user friendly connections to the proposed pedestrian underpass planned by the City of Norwood Young America. Trail connections may require sections of TH 212 to be modified from a rural section to a partial urban section to minimize right of way impacts, potential for walls, and minimize overall project cost.

No 3D modelling or visualizations required to obtain municipal consent.

Geotechnical investigation provided by MnDOT for TH 212 improvements.



## SRF Consulting Group, Inc.

Client: City of Norwood Young America  
 Project: TH 212 Trail Connections and Preliminary Design  
 From CSAH 33/Reform Street to Morse Street (FINAL)

## Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.0	<b>Project Management</b> Assumptions: - Project duration: 2 months - Monthly PMT meeting (1 hour) and weekly phone call (0.5 hour) - No ROW acquisition services included in this scope - No Utility coordination required for preliminary design									
	Client Deliverables: - Meeting space for all project meetings (MnDOT Water's Edge) - Staff participation in project activities - Review and comment for meeting agendas, minutes, and submittals									
1.1	Project Administration and Coordination Administration of the project will include monthly progress reports, invoicing, cost and schedule updates, billing preparation, other non-technical work, and communication with the project personnel to ensure project tasks are completed on time, within budget, and in accordance with state and federal laws, rules, and regulations.	6	12	0	0	0	0	0	18	\$2,952.00
1.2	PMT Meetings and Conference Calls SRF shall schedule and attend monthly PMT meetings and weekly conference calls to discuss issues related to design decisions, schedule, public involvement and layout review timelines. Tasks includes preparation of agendas, meeting minutes, and action items within one week of meeting. Time includes scheduling, preparation, and travel. SRF attendees will include SRF PM and up to one additional technical staff as appropriate.	6	12	12	0	0	0	0	30	\$4,296.00
1.3	Quality Control Management SRF project manager will perform quality audits prior to each submittal to ensure compliance with MnDOT's basic Quality Management Process (QMP). Hours shown for this task are for PM only. QA/QC hours for applicable tasks are included under task.	0	4	0	0	0	0	0	4	\$636.00
	SRF Deliverables: - Monthly project schedule and status reports - Schedule and attend monthly PMT meetings - Hold weekly conference call with MnDOT PM - Prepare meeting agendas, displays, action items, and minutes									
	<b>SUBTOTAL - TASK 1</b>	12	28	12	0	0	0	0	52	\$7,884.00



## SRF Consulting Group, Inc.

Client: City of Norwood Young America  
 Project: TH 212 Trail Connections and Preliminary Design  
 From CSAH 33/Reform Street to Morse Street (FINAL)

## Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
2.0	<b>Public Involvement</b> <b>Assumptions:</b> <ul style="list-style-type: none"> <li>- One public open house meeting for a duration of four hours and up to three SRF staff</li> <li>- Court reporter/stenographer for public hearings not included</li> <li>- Graphics and display material not included in scope</li> <li>- Attend up to two City Council work sessions</li> </ul> <b>Client Deliverables:</b> <ul style="list-style-type: none"> <li>- Costs for public open house</li> <li>- Meeting space for public open house and work sessions</li> <li>- Staff participation in public open house and work sessions</li> </ul>	4	4	6	0	0	0	0	14	\$2,004.00
2.1	<b>Public Open House</b> SRF PM and up to two other technical staff will attend public open house, answer questions, and participate as appropriate.									
2.2	<b>City Work Sessions/Agency Coordination</b> SRF PM and up to one other technical staff to attend up to two city council work sessions and up to four agency coordination meetings.	36	36	0	0	0	0	0	72	\$11,988.00
	<b>SRF Deliverables:</b> <ul style="list-style-type: none"> <li>- Attend public open house</li> <li>- Coordinate City work sessions</li> </ul>									
	<b>SUBTOTAL - TASK 2</b>	40	40	6	0	0	0	0	86	\$13,992.00

## SRF Consulting Group, Inc.

Client: City of Norwood Young America  
 Project: TH 212 Trail Connections and Preliminary Design  
 From CSAH 33/Reform Street to Morse Street (FINAL)

## Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PRF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
3.0	<b>Preliminary Design, Geometric Layout Information, and Municipal Consent Assumptions.</b> <ul style="list-style-type: none"> <li>- Develop design and CADD files to supplement Layout being prepared and submitted by MnDOT.</li> <li>- Supplemental layout work included under this scope is limited to trails connections and retaining walls between CSAH 33/Reform Street and Morse Street.</li> <li>- Trail design includes north and south trails paralleling TH 212 between CSAH 33/Reform Street and Morse Street with connections to the proposed City trail crossing.</li> <li>- DTM survey and mapping in format meeting all current MnDOT CADD standards</li> <li>- A proposed design model is not included in this scope</li> <li>- Design work will be completed in the MicroStation (SS2) drafting platform</li> <li>- Submittals shall be in the digital PDF format</li> <li>- Work shall comply with applicable MnDOT requirements, MnDOT Computer Aided Drafting and Design (CADD) standards, Technical Memoranda, and other applicable design standards.</li> <li>- Pedestrian underpass box culvert is located at preferred location, skewed toward northeast under TH 212. TH 212 profile raise is not required for underpass, trail connections to provide access from CSAH 33/Reform Street and Morse Street to north/south trail connection which passes through pedestrian underpass.</li> <li>- Assumes one iteration of MnDOT Layout review comments related to trail or retaining wall items.</li> <li>- Cost estimate will include trail connections at pedestrian underpass, box culvert, and TH 212 open cut work.</li> </ul>									
	<b>Client Deliverables:</b> <ul style="list-style-type: none"> <li>- Review and comment on trail design to be incorporated with MnDOT layout submittal.</li> <li>- Wetland delineation in format meeting all current MnDOT CADD standards for project area.</li> </ul>									
3.1	<b>Preliminary Design</b> Review the existing topography, proposed trail/box culvert underpass profile and determine feasible alignments for north and south trail connections paralleling TH 212. Connections are as follows: <ol style="list-style-type: none"> <li>Trail B - North side of TH 212 - CSAH 33/Reform Street to Morse Street</li> <li>Trail C - South side of TH 212 from CSAH 33/Reform Street to Morse Street</li> </ol>	0	0	6	0	4	0	0	10	\$1,044,000

## SRF Consulting Group, Inc.

Client: City of Norwood Young America  
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 From CSAH 33/Reform Street to Morse Street (FINAL)

## Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR_PROE	PROE.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
3.2	Alignments and Profiles Develop preliminary typical sections, alignments, geometrics, and profiles for trail connections.	0	1	16	4	24	4	0	49	\$5,143.00
3.3	Cross Sections - Trails and TH 212 Develop preliminary design cross sections for TH 212 (between CSAH 33/Reform Street and Morse Street) which include adjacent trail connections. Show existing utilities including watermain, sanitary and storm sewer and private utilities as appropriate.	0	0	16	8	32	0	0	56	\$5,512.00
3.4	Supplemental Layout Information The consultant shall prepare all applicable base files representing preliminary trail design which shall supplement a geometric layout being prepared by MnDOT. Base files shall follow MnDOT CADD standards. Layout Review Process Incorporate accepted comments related to the trail connections into the Layout and submit revised base files to MnDOT for final layout approval process.	0	2	16	26	32	12	0	88	\$9,268.00
3.5	Cost Participation Exhibit Prepare exhibit to identify cost participation for proposed construction between CSAH 33/Reform Street and Morse Street for the City of Norwood Young America and MnDOT funding sources. Exhibit to include a 11"x17" figure with delineation of proposed elements using a colored graphic. Preliminary Construction Cost Estimate	0	1	8	8	16	6	0	39	\$4,169.00
3.6	Cost Participation Exhibit Prepare exhibit to identify cost participation for proposed construction between CSAH 33/Reform Street and Morse Street for the City of Norwood Young America and MnDOT funding sources. Exhibit to include a 11"x17" figure with delineation of proposed elements using a colored graphic. Preliminary Construction Cost Estimate	0	1	4	0	4	2	0	11	\$1,273.00
3.7	Prepare preliminary construction cost estimate for TH 212 open cut, trail connections, drainage and pedestrian underpass improvements using previously approved cost participation exhibit from CSAH 33/Reform Street to Morse Street.	0	1	4	6	8	0	0	19	\$1,909.00
SUBTOTAL - TASK 3		0	6	70	52	120	24	0	272	\$28,318.00

## SRF Deliverables:

- Supplemental Trail Design for Staff approved layout (submitted by MnDOT)
- Cost participation exhibit (color, 11"x17")
- Preliminary Construction Cost Estimate

## SRF Consulting Group, Inc.

Client: City of Norwood Young America  
 Project: TH 212 Trail Connections and Preliminary Design  
 From CSAH 33/Reform Street to Morse Street (FINAL)

## Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR_ASSOC.	ASSOCIATE	SR_PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
4.0	<b>Drainage Design</b> Assumptions: - Rural drainage design required between CSAH 33/Reform Street and Morse Street for box culvert pedestrian crossing design. - Hydraulic Modeling (existing and proposed) necessary between CSAH 33/Reform Street and Morse Street. - No culverts greater than 48" will be required. Therefore, no risk assessment will be required. - Atlas 14 rainfall distribution and depths will be used to design storm sewer, culverts and ditches.								
	<b>Client Deliverables:</b> - Review and comment on hydraulic modeling and preliminary drainage improvements								
4.1	Existing Hydraulic Model - Reform Street to Morse Street Develop existing hydraulic model for CSAH 33/Reform Street to Morse Street. Coordinate with hydraulic work being completed by the City for the pedestrian underpass project.	0	2	0	4	16	0	22	\$2,178.00
4.2	Proposed Hydraulic Model - Reform Street to Morse Street Review proposed trail connections, proposed cross sections and drainage improvements necessary for the pedestrian underpass and improvements between CSAH 33/Reform Street and Morse Street. Prepare proposed hydraulic model to reflect proposed improvements.	0	2	0	8	22	0	32	\$3,108.00
4.3	Existing Drainage Conditions Update existing conditions drainage area map (Reform Street to Morse Street), including existing storm drain and culvert infrastructure, hydrologic boundaries, and surface flow direction based on utilities investigation and survey.	0	0	0	4	20	2	26	\$2,526.00

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 From CSAH 33/Reform Street to Morse Street (FINAL)

## Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
4.4	Develop preliminary drainage improvements including storm sewer design in urban areas from CSAH 33/Reform Street to Morse Street and coordinate with pedestrian underpass project. Review drainage impacts to right of way and adjacent properties. Depict proposed drainage improvements in plan view only, assume no profiles to be submitted. Does not include detailed catch basin spacing.	0	2	4	6	12	0	0	24	\$2,440.00
4.5	Prepare existing and proposed drainage area map for CSAH 33/Reform Street to Morse Street including: proposed storm drainage trunk lines and significant culvert infrastructure, hydrologic boundaries, proposed BMPs, and surface flow direction.	0	2	0	0	6	10	0	18	\$2,346.00
4.6	Modeling / Preliminary Drainage QA/QC SRF's QMP will be implemented with basic documentation procedures.	0	4	0	0	0	0	0	4	\$636.00
4.7	Technical Memorandum Prepare technical memorandum to document existing and proposed conditions. Memo will include a narrative (up to 3 pages) describing existing and proposed conditions, design criteria used, a Drainage Overview Map, and hydraulic modeling output. Submit to MnDOT for review and comment. Assume one (1) round of revisions.	0	2	0	12	0	0	4	18	\$1,670.00
SUBTOTAL - TASK 4		0	14	4	34	76	12	4	144	\$14,904.00

## 5.0 Topographical Survey

## Assumptions:

- Supplemental topo survey needed at critical tie-in points for proposed trails, roadway improvements and existing drainage structures between CSAH 33/Reform Street and Morse Street.
- Topo survey to use MnDOT survey control points

## Client Deliverables:

- None



## SRF Consulting Group, Inc.

Client: City of Norwood Young America  
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 From CSAH 33/Reform Street to Morse Street (FINAL)

## Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
5.1	Topographical Survey Perform topographical survey at key locations where proposed improvements tie into existing roadways and/or trails. Survey will supplement existing DTM.	0	1	8	0	0	0	0	9	\$1,055.00
5.2	DTM Update Download topographical survey and update existing topographical base file to reflect survey information. Append existing DTM to merge in topographical survey shots.	0	0	1	0	4	0	0	5	\$484.00
5.3	DTM / Topo Base file QA/QC SRF's QMP will be implemented with basic documentation procedures.	0	1	0	0	0	0	0	1	\$159.00
SRF Deliverables: - Updated DTM and topographical base file for use in final design		0	2	9	0	4	0	0	15	\$1,698.00
6.0	Right of Way Assumptions: - None									
Client Deliverables: - Existing Right-of-Way Base CAD file										
6.1	The consultant shall identify proposed right of way and any drainage, utility, temporary and maintenance easements required for proposed work between CSAH 33/Reform Street and Morse Street. This information shall be provided to meet the timeline for early acquisition indicated in the MnDOT P6 Project Schedule. MnDOT will perform right of way acquisition, easement sketches and platting if necessary.	0	0	4	0	8	0	0	12	\$1,192.00
6.2	The consultant will develop a graphic identifying right of way impacts and submit to both agencies for review and comment. Coordinate with MnDOT and City, assume one revision.	0	0	6	0	8	4	0	18	\$2,004.00
SRF Deliverables: - Proposed right of way and easement CADD file - Right of Way graphic (11"x17") colored		0	0	10	0	16	4	0	30	\$3,196.00
SUBTOTAL - TASK 6										

## SRF Consulting Group, Inc.

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 From CSAH 33/Reform Street to Morse Street (FINAL)

## Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	<b>TOTAL ESTIMATED PERSON-HOURS</b>	52	90	111	86	216	40	4	599	
	AVERAGE HOURLY BILLING RATES	\$174.00	\$159.00	\$112.00	\$93.00	\$93.00	\$147.00	\$59.00		
	ESTIMATED LABOR AND OVERHEAD	\$9,048.00	\$14,310.00	\$12,432.00	\$7,998.00	\$20,088.00	\$5,880.00	\$236.00		\$ 69,992.00
	ESTIMATED DIRECT NON-SALARY EXPENSES									\$ 794.00
	<b>TOTAL ESTIMATED FEE</b>									<b>\$ 70,786.00</b>

## ESTIMATE OF DIRECT NON-SALARY EXPENSES:

## MILEAGE:

## REPRODUCTION:

Personal Vehicles  
 Copy Duplication  
 Color Copies  
 Deliveries/Counter

470 Miles @  
 200 Copies @  
 50 Copies @  
 5 Each

\$0.545 per mile  
 \$0.10 each  
 \$0.35 each  
 \$100.00 per Each

\$256  
 \$20  
 \$18  
 \$500

## ESTIMATED DIRECT NON-SALARY EXPENSES

## SUMMARY OF COSTS:

1.0 Project Management  
 2.0 Public Involvement  
 3.0 Preliminary Design, Geometric Layout Information, and Municipal Consent  
 4.0 Drainage Design  
 5.0 Topographical Survey  
 6.0 Right of Way

PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
\$ 2,088.00	\$ 4,452.00	\$ 1,344.00	\$ -	\$ -	\$ -	\$ -	\$ 7,884.00
\$ 6,960.00	\$ 6,360.00	\$ 672.00	\$ -	\$ -	\$ -	\$ -	\$ 13,992.00
\$ -	\$ 954.00	\$ 7,840.00	\$ 4,836.00	\$ 11,160.00	\$ 3,528.00	\$ -	\$ 28,318.00
\$ -	\$ 2,226.00	\$ 448.00	\$ 3,162.00	\$ 7,068.00	\$ 1,764.00	\$ 236.00	\$ 14,904.00
\$ -	\$ 318.00	\$ 1,008.00	\$ -	\$ 372.00	\$ -	\$ -	\$ 1,698.00
\$ -	\$ -	\$ 1,120.00	\$ -	\$ 1,488.00	\$ 588.00	\$ -	\$ 3,196.00
							<b>\$ 69,992.00</b>



Norwood Young America  
310 Elm Street West – P.O. Box 59  
Norwood Young America, MN 368  
Phone: (952) 467-1800  
Fax: (952) 467-1818  
Website: [www.cityofnYA.com](http://www.cityofnYA.com)

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TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: June 11, 2018  
SUBJECT: Approve State of Minnesota Master Partnership Contract

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At the May 14<sup>th</sup> regular City Council meeting, Jon Solberg, MnDOT South Area Manager, stated the City will need to enter into a Master Partnership contract with the State of Minnesota. This will allow the City to receive reimbursements directly from the state. To date, the City and MnDOT have administratively utilized Caver County's contract for processing reimbursements. For example, earlier this year MnDOT reimbursed the City 30% of its contractual cost with SRF Consulting Group for preparing the underpass preliminary design. The City and MnDOT will not be able to utilize the County's contract for the trail and retaining wall cost reimbursement.

For Council consideration, enclosed is the Master Partnership contract between the City and the State of Minnesota. Mr. Solberg will be present at the meeting to review the proposed contract and answer any questions.

**Suggested Motion:**

**Motion to approve the Master Partnership contract between the City and the State of Minnesota.**

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**STATE OF MINNESOTA  
AND  
CITY OF NORWOOD-YOUNG AMERICA  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the City of Norwood-Young America, acting through its City Council in this contract referred to as the "Local Government."

**Recitals**

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Partnership Contract**

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
  - 1.2. A party must not accept work under this Contract until it is fully executed.
  - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC: "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### 4. **Responsibilities of the Providing Party**

4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.

4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.

4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.

4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.

4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.

4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.

4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.

4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.

4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.

4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.



- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

## **5. Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## 6. Time

In the performance of project work under a work order contract, time is of the essence.

## 7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.

- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

### 7.4. Payment.

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

- 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number ##### and Invoice Number #####  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

**7.4.3. *Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

**9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts**

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

**10. State's Authorized Representative and Project Manager**

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

**14.2. Intellectual Property Rights**

- 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,



studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

**14.2.2. *Obligations with Respect to Intellectual Property.***

**14.2.2.1. *Notification.*** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

**14.2.2.2. *Representation.*** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

**15. *Affirmative Action***

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. *Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. *Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. *Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
  - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

## 17. **Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

## 18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

## 21. **Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

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MnDOT Contract Number: \_\_\_\_\_

**LOCAL GOVERNMENT**

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)  
Title: Assistant Commissioner or  
Assistant Division Director  
Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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



**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. Includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

**If a source code is not on this list, a work order is needed.**

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaires. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

**If a source code is not on this list, a work order is needed.**

MPC Program FY 2017-2022  
**Exhibit A - Table of Tech Serv**  
 Used with TA98 Project IDs

Date: 04/20/2017

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. Includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic control.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.





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

From: Cynthia Smith Strack, Consulting Planner

Date: June 5, 2018

Re: Southwest Paving CUP Revocation Status

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## BACKGROUND

The City Council in January approved Resolution 2018-02 revoking a conditional use permit for Southwest Paving effective June 1, 2018 unless the CUP holder complies with conditions of a use permit established in 2006 and amended in 2015. Greg Brakefield d.b.a. Southwest Paving is the current owner of the property and the individual who requested the initial CUP in 2006 and the amended CUP in 2015.

Administrator Helget requested a review of site conditions/compliance with CUP conditions. Following is pertinent information as of June 5, 2018:

1. A CUP was issued on March 27, 2006 as Resolution 2006-33 allowing for the contractor operation and outdoor storage. Conditions on the use permit referenced a memo provided by the Applicant detailing how operations would be conducted and what the Applicant was committed to perform to limit impact of the use on adjacent areas.
2. An amendment to the initial CUP was approved on May 26, 2015 as Resolution 2015-13. The amendment rescinded a requirement for complete perimeter fencing which was a condition of the initial CUP. The Applicant proposed detailed site landscaping as per a landscape plan he submitted in lieu of perimeter fencing. The agreed upon landscaping and current site inventory is itemized below:
  - A. Black Hills Spruce trees have been placed on the berm adjacent to Highway 212 as illustrated in the landscape plan approved under Resolution 2015-13.
  - B. Under the landscaping plan five Black Hills Spruce trees were to be planted along the east property line with an initial size of six feet. This has been accomplished.
  - C. A total of eleven Norway Pine trees were to be planted along the west property line with an initial size of four feet. Eight coniferous trees have been planted. **At least three of the coniferous trees are showing signs of stress including browning and needle drop.**
  - D. Under the landscape plan the following were to be installed in the front yard: (1) 14 Black Hills Spruce trees at an initial size of six feet, (2) five Norway Pine with an initial size of four feet; (3) six Swiss Stone Pine with an initial size of four feet; (4) three Amur Maacki with an initial size of 15 inches; (5) 48 flame grass plantings with an initial size of 18 inches and 59 boxwood or low bush honeysuckle with an initial size of 24 inches. At this time a total of 18 coniferous trees have been planted in the front yard. **The coniferous trees planted appear to be adequate for the site and evenly spaced on a berm. The berm is not seeded, weeds are growing on the berm, the number of trees planted versus proposed is lacking by seven trees, and none of the lower shrubs, plantings have been placed.**



- E. The property owner committed to keeping the grounds neat with grass mowed as needed. Nearly all of the south, east, and west sides of the property have not been mowed.
- F. The southern part of the lot is a mix of countless piles of material and weeds.

**ACTION**

The City Council is to discuss CUP revocation and status. Questions regarding next actions should be referred to the City Attorney.



















TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 11, 2018

SUBJECT: Update on 132 Elm Street E. Nuisance Violations

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At the April 23<sup>rd</sup> regular City Council meeting, the Council approved a motion directing staff to meet with Deborah Matiak of 132 Elm Street E., to review her property and define the nuisance violations and the Council also gave her until May 30<sup>th</sup> to resolve the nuisances. I reviewed the property on May 11<sup>th</sup> and identified the nuisance violations (see enclosed letter). I've met with Ms. Matiak on her property on three occasions since May 11<sup>th</sup> to include May 31<sup>st</sup>. On May 31<sup>st</sup> I identified three remaining nuisance items which include a Toyota Camry car which appears to be inoperable, a mattress and box spring, and a number of vehicle tires setting out in the backyard.

I've informed Ms. Matiak, that an update would be given to the City Council on her nuisance violations at the June 11<sup>th</sup> Council meeting and invited her to attend which she stated she would.

**Suggested Motion:**

**Motion to abate the nuisance violation(s) at 132 Elm Street E.**



May 14, 2018

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

**Re: Nuisance Violations**

Dear Ms. Matiak:

At 10:00 a.m., May 11, 2018, I arrived at your property located 132 Elm St. E. to meet with Michael, as you and I had prearranged. Upon knocking on the door I was greeted by a woman named Shelly who informed me Michael wasn't able to come to the door. I asked Shelly if it was alright for me to walk around the yard and she said yes.

Upon reviewing your property, I've identified numerous nuisance violations. I'm enclosing several pictures that I took on May 11<sup>th</sup>. The following nuisance violations exist:

1. The Toyota Camry car has expired license plate tabs and appears to be inoperable.
2. None of the three boats appear to be operable as they're being utilized for the storage of miscellaneous items not related to a boat or boating.
3. There are at least three lawn mowers outside and two are missing parts.
4. Other nuisance items include a washing machine, air conditioner unit, an old heater, sink, bathtub, vehicle tires, old carpeting, vacuum cleaner, numerous bicycles with some missing parts, cardboard, construction materials located in numerous areas, and other miscellaneous junk.

As you agreed to at the April 23, 2018 City Council meeting, the deadline for cleaning up and bringing your property into compliance is May 30, 2018. If your property is not brought into compliance by May 30<sup>th</sup> the City will proceed with abating procedures to clean-up your property.

Feel free to contact me with any questions at (952) 467-1805.

Sincerely,

  
Steven Helget  
City Administrator

*Norwood Young America*





TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: June 11, 2018  
SUBJECT: Approve Workplace Violence Policy

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At the May 30<sup>th</sup> regular City Council meeting, the Council reviewed a draft of the Workplace Violence Policy. The Council directed the Personnel Committee to review the policy and make a recommendation to the Council. The Personnel Committee is scheduled to meet on June 11<sup>th</sup> prior to the City Council meeting. The policy is proposed to be included in the City's Employee Handbook.

**Suggested Motion:**

**Motion to adopt the City of Norwood Young America Workplace Violence Policy.**





## **WORKPLACE VIOLENCE POLICY**

### **PURPOSE**

The City of Norwood Young America is committed to providing a safe workplace environment for its employees, citizen clients, elected officials, volunteers, and community organizations. The City is also committed to reducing employee vulnerability to workplace violence; responding quickly to employees when workplace violence occurs; and supporting employees who experience such acts, both at the time of and subsequent to the incident.

### **DEFINITIONS**

#### **Violence**

Shall include any act or instance of intentional physical harm or the threat of physical harm. It also includes the uses of harassment, intimidation, physical force, or the abuse of power or authority, where the intent is to control by causing pain, fear, or hurt. Such behavior can include, but is not limited to, oral or written statements, gestures, or expressions that communicate the direct or indirect threat of physical harm.

#### **Workplace**

Shall include any place or site operated by the City of Norwood Young America or any place where and while a City employee is conducting City business.

### **POLICY**

City employees are expected to serve angry, upset, or otherwise disgruntled customers with patience, courtesy, and respect. However, no employee is required to tolerate physical or verbal threats to one's safety, or physical or verbal abuse. Further, it is the goal of the City to maintain a work environment that provides for respectful conflict resolution.

The City of Norwood Young America is committed to:

- providing services to the public in a professional and caring manner;
- providing a safe environment for employees and the general public;
- reducing employee vulnerability to workplace violence;
- responding quickly to employees when workplace violence occurs; and
- supporting employees who experience violence both at the time of and subsequent to the incident.

## PROCEDURE

The City assumes the initiative for maintaining a safe workplace. Each employee is responsible for participating in City sponsored workplace violence training and to adhering to the City's workplace violence procedures. New employees shall be provided this training as a part of the new employee orientation process.

## PROCEDURES FOR REPORTING INCIDENTS OF WORKPLACE VIOLENCE

- If an employee is threatened or assaulted, the first action the employee should do is end the encounter and move to a secure place. If defense is necessary, it should be reasonable and proportionate to the situation with a minimum of contact with or injury to the individual. The City supports acts of self-defense when an employee is doing so to protect themselves. Once in a secure place or setting, call 911.
- Report any known or observed incident to your supervisor as soon as practical. If you observe an incident, do not assume someone else, even the victim, will report it.
- If you believe someone is exhibiting characteristics of risk for violence, report the information to your supervisor.
- If you know of a situation that creates a risk to the workplace, report the information to your supervisor.
- Supervisors will review the incident and forward a report to the City Administrator who will forward it to the Safety Committee for review.
- The Safety Committee shall review all incidents and will seek to determine if procedure was followed, more training is needed, and/or if additional measures should be implemented. The City's follow-up will vary depending on the incident.
- Supervisors may make recommendations such as reassignment, workplace conferencing, education, intervention or counseling, or other appropriate options.
- Supervisors will take immediate steps to implement initial recommendations and any further recommendations from the Safety Committee.
- In those cases where people are threatened or harmed by their supervisor, the report will be made directly to the City Administrator. Where the City Administrator is involved, the report shall be made to a representative(s) of the Personnel Committee.
- If at any point in this process it is determined that the incident needs to be reported to the Carver County Sheriff's Office, the Sheriff's Office will be notified and a formal report will be completed.
- It is everyone's responsibility to keep the workplace safe. Only by reporting problems can changes be made and workplace safety needs be addressed.



TO: Honorable Mayor Lagergren and City Council Members  
FROM: Steven Helget, City Administrator  
DATE: June 11, 2018  
SUBJECT: Award Oak Grove Property Mowing Quote

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Earlier this year the City Council approved the Carver County CDA contracting out the lawn maintenance at Oak Grove for this growing season. I recently learned that the CDA did not include the City owned property which is the area where the community gardens are located nor the area abutting the railroad tracks in their maintenance contract. I've discussed this with the CDA and they've agreed to cost share the lawn service for the areas in question for this season. We've solicited two contractors and their quotes are as follows:

Top Notch Turf      \$391 per month  
BJ's Lawn Service   \$100 per mowing

Top Notch Turf is currently contracted with the CDA to do the lawn service around the Oak Grove building and BJ's Lawn Service is currently contracted with the City to do the cemeteries this year. Oak Grove is mowed once per week.

**Suggested Motion:**

**Motion to accept \_\_\_\_\_ quote to provide lawn service at Oak Grove.**



Allen Raduenz  
13631 Harvest Road  
Glencoe, MN 55336  
320-583-5170  
topnotchturf.tnt@gmail.com

Lawn Care and Related Services Quote/Contract Prepared for City of NYA for the 2018 Lawn Care Season.

Lawn Mowing includes mowing, string trimming, and blowing off hard surfaces.

**Please Circle Yes/No for desired services:**

Yes/No – Weekly Mowing - \$391 per month for 7 months

**TOTAL PER MONTH \$**\_\_\_\_\_

These Prices do not include sales tax and sales tax will be added to each monthly invoice.

**Note:** Contract pricing is spread out over 7 months to allow the convenience of one fixed monthly price for easier Budgeting, no surprises. Mowing contract is for approximately one mowing per week, as needed during growing season.

This Contract Period is April, 2018 through October 2018

Contract Terms: Monthly Billing, April through October, Billed on the first of the each month. Payments are due by the last day of the month, or service may be suspended.

This contract may be terminated by either party with thirty (30) day written notice.

I/We accept the terms of this Quote/Contract.

Customer Contract Acceptance Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**WE APPRECIATE YOUR BUSINESS!**

**WE TREAT YOUR PROPERTY AS IF IT WERE OUR OWN!**

Allen Raduenz \_\_\_\_\_ Date: \_\_\_\_\_ Phone: 320-583-4546

**Top Notch Turf, LLC**



**BJ'S LAWN SERVICE**

Byron Johnson, Owner

952-200-8851

101 Fairway Dr, Glencoe MN 55336

**LAWN CARE SERVICE AGREEMENT & BID FORM**

Customer Name City of NYA Location City Hall Phone # 952-467-1800

☒ Mowing ☒ Trimming ☐ Edging ☐ Spraying ☐ Tilling ☐ Other

Lawn Care Service agreement effective as of \_\_\_\_\_ for the Season of \_\_\_\_\_

By BJ's Lawn Care Service.

Total Amount of Bid \$100.00

Following is a list of Services provided with a cost for each

\$100.00 Mowing and Trimming per time, done weekly or as needed \_\_\_\_\_ cost per hour

\_\_\_\_\_ Edging will be a as per needed cost, and will be included in the first mowing and on a as needed basis for the rest of the season.

\_\_\_\_\_ Spraying – Weed and Feed (weed control and fertilizer) for dandelions and broadleaf's, once in the spring and can be done again in the fall if wanted for the same price. Creeping Charlie or Creeping Jenny not included in this price.

\_\_\_\_\_ Trimming of bushes and shrubbery

\_\_\_\_\_ Open to replacement of bushes and shrubbery due to loss by weather or disease, or the planting of new. Cost will be determined and agreed upon by both parties.

\_\_\_\_\_ Tilling gardens - cost will vary depending on size of garden

\_\_\_\_\_ Total for this bid

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

All Service will start at the beginning of the season and conclude at seasons end.

All payments for services provided will be agreed upon by both parties. Billing will be done on a per time basis. Services can be paid on a per time or per week or as otherwise agreed upon. Tax not included unless otherwise stated

I am insured by Pysick Insurance Agency. Information provided upon request. Thank You for your consideration, any questions , please contact me.

Email – [johnsbna@embargmail.com](mailto:johnsbna@embargmail.com)

Date June 6th 2018

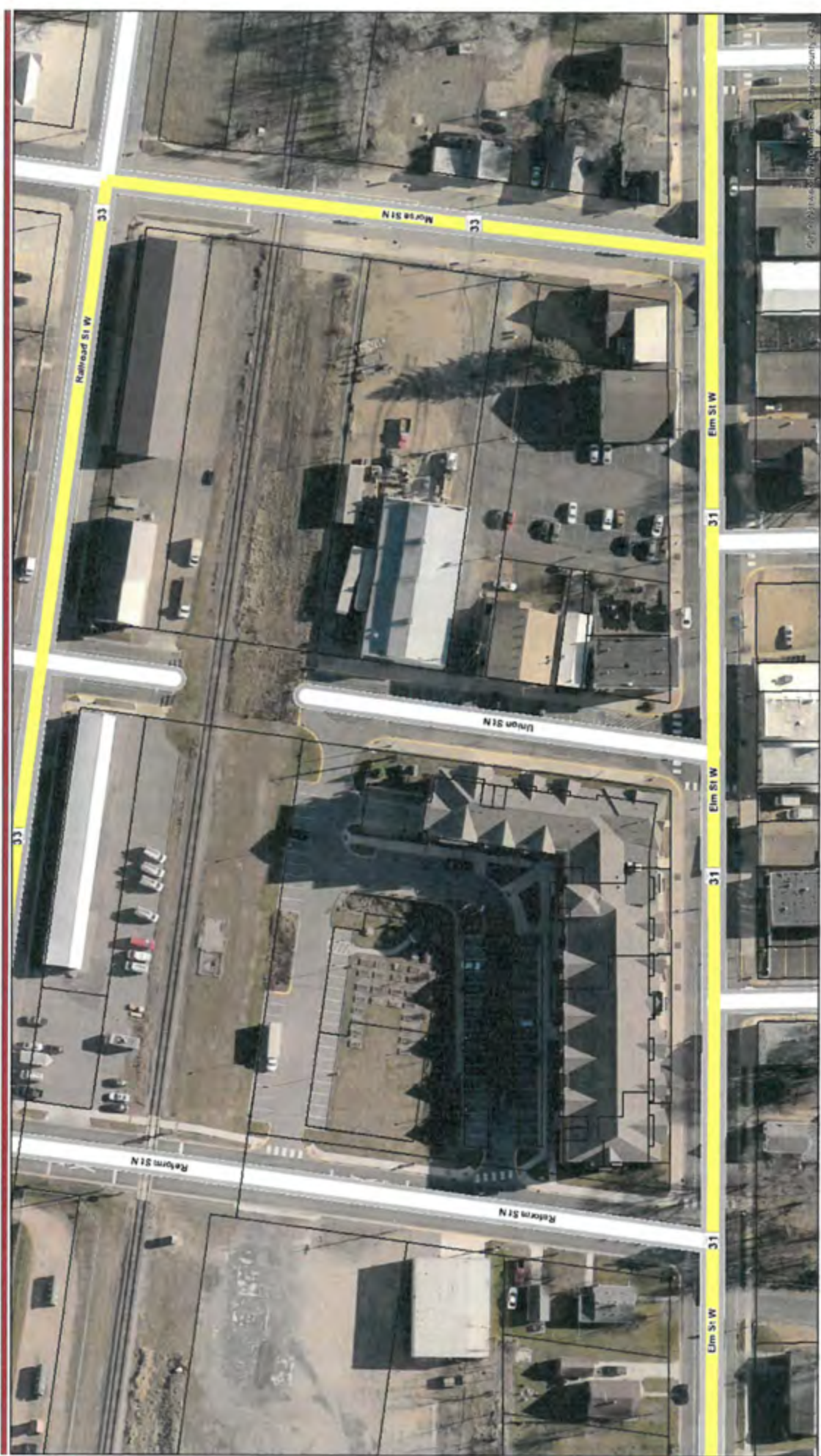




# CITY OF NORWOOD YOUNG AMERICA

## Oak Grove Property

Map Date: 6/7/2016





TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 11, 2018

SUBJECT: Schedule Public Hearing for Class 2 ATV

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At their June 5<sup>th</sup> regular meeting, the Planning Commission reviewed and discussed Section 740 of the City Code with respect to allowing Class 2 ATVs to operate on city streets. Based on that discussion the Commission will be approving a draft ordinance amendment at their July 3<sup>rd</sup> meeting to allow Class 2 ATVs and recommend such to the City Council. Proposed is to schedule a public hearing.

**Suggested Motion:**

**Motion to schedule a public hearing for 6:00 p.m., July 9, 2018 for the purpose of considering allowing the operation of ATVs on city streets.**



TO: Mayor Lagergren and Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: June 14, 2018

RE: Updating Wages for Seasonal Staff

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The Personnel Committee recently reviewed the wage scale for seasonal staff. To remain competitive with other area swimming pools, the Personnel Committee recommends changing the Salary Chart.

As you can see by the salary charts on the back page, a \$1.00 per hour is added to Pay Grade 1/ Step 1. The salary chart increases by 5% for each Pay Grade and 2.5% for each Step. This change would only affect the seasonal staffing (Pay Grades 1 - 4). The estimated cost of this increase is \$2,548.72.

**RECOMMENDATION:**

A motion to increase Pay Grade 1/ Step 1 of the 2018 Salary Chart by \$1.00; thus changing the wages for all seasonal positions for Pay Grades 1 - 4.



## 2018 SALARY CHART - CURRENT

	1	2	3	4	5	6	7	8	9	10
Lifeguard	9.69	9.93	10.18	10.44	10.70	10.96	11.24	11.52	11.81	12.10
WSI, PSW1	10.17	10.43	10.69	10.96	11.23	11.51	11.80	12.09	12.40	12.71
OC Mgr	10.68	10.95	11.22	11.50	11.79	12.09	12.39	12.70	13.02	13.34
Pool Mgr	11.22	11.50	11.79	12.08	12.38	12.69	13.01	13.33	13.67	14.01
Custodian, PSW2	13.01	13.34	13.67	14.01	14.36	14.72	15.09	15.47	15.85	16.25
	13.66	14.00	14.35	14.71	15.08	15.46	15.84	16.24	16.65	17.06
	14.35	14.70	15.07	15.45	15.84	16.23	16.64	17.05	17.48	17.92
	16.64	17.06	17.48	17.92	18.37	18.83	19.30	19.78	20.28	20.78
PST1	17.47	17.91	18.36	18.82	19.29	19.77	20.26	20.77	21.29	21.82
PST2, Admin Asst	18.35	18.81	19.28	19.76	20.25	20.76	21.28	21.81	22.35	22.91
PST3, Util Bill	19.26	19.75	20.24	20.75	21.26	21.80	22.34	22.90	23.47	24.06
PST4	20.23	20.73	21.25	21.78	22.33	22.89	23.46	24.04	24.65	25.26
	21.24	21.77	22.31	22.87	23.44	24.03	24.63	25.25	25.88	26.52
PST Lead 1	22.30	22.86	23.43	24.02	24.64	25.23	25.86	26.51	27.17	27.85
PST Lead 2	25.87	26.52	27.18	27.86	28.55	29.27	30.00	30.75	31.52	32.31
City Clerk	27.16	27.84	28.54	29.25	29.98	30.73	31.50	32.29	33.09	33.92
PS Dir 1	28.52	29.23	29.96	30.71	31.48	32.27	33.08	33.90	34.75	35.62
PS Dir 2	29.95	30.70	31.46	32.25	33.06	33.88	34.73	35.60	36.49	37.40
PS Dir 3	34.74	35.61	36.50	37.41	38.34	39.30	40.29	41.29	42.32	43.38
City Admin	36.47	37.39	38.32	39.28	40.26	41.27	42.30	43.36	44.44	45.55

## 2018 SALARY CHART - PROPOSED

	1	2	3	4	5	6	7	8	9	10
Lifeguard	10.69	10.96	11.23	11.51	11.80	12.09	12.40	12.71	13.02	13.35
WSI, PSW1	11.22	11.51	11.79	12.09	12.39	12.70	13.02	13.34	13.68	14.02
OC Mgr	11.79	12.08	12.38	12.69	13.01	13.33	13.67	14.01	14.36	14.72
Pool Mgr	12.38	12.68	13.00	13.33	13.66	14.00	14.35	14.71	15.08	15.45
Custodian, PSW2	13.01	13.34	13.67	14.01	14.36	14.72	15.09	15.46	15.85	16.25
	13.66	14.00	14.35	14.71	15.08	15.46	15.84	16.24	16.64	17.06
	14.34	14.70	15.07	15.45	15.83	16.23	16.63	17.05	17.48	17.91
	16.64	17.05	17.48	17.92	18.37	18.82	19.30	19.78	20.27	20.78
PST1	17.47	17.91	18.35	18.81	19.28	19.77	20.26	20.77	21.29	21.82
PST2, Admin Asst	18.34	18.80	19.27	19.75	20.25	20.75	21.27	21.81	22.35	22.91
PST3, Util Bill	19.26	19.74	20.24	20.74	21.26	21.79	22.34	22.90	23.47	24.05
PST4	20.22	20.73	21.25	21.78	22.32	22.88	23.45	24.04	24.64	25.26
	21.24	21.77	22.31	22.87	23.44	24.03	24.63	25.24	25.87	26.52
PST Lead 1	22.30	22.85	23.43	24.01	24.63	25.23	25.86	26.50	27.17	27.85
PST Lead 2	25.86	26.51	27.17	27.85	28.55	29.26	30.00	30.75	31.51	32.30
City Clerk	27.16	27.84	28.53	29.25	29.98	30.73	31.49	32.28	33.09	33.92
PS Dir 1	28.52	29.23	29.96	30.71	31.48	32.26	33.07	33.90	34.74	35.61
PS Dir 2	29.95	30.70	31.47	32.25	33.06	33.89	34.73	35.60	36.49	37.40
PS Dir 3	34.74	35.61	36.50	37.41	38.35	39.31	40.29	41.30	42.33	43.39
City Admin	36.47	37.38	38.32	39.27	40.26	41.26	42.29	43.35	44.44	45.55