



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: July 23, 2018

SUBJECT: Work Session

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City Code and Zoning Code Amendment Fees

Currently in the City's Fee Schedule there is a \$250 fee for City Code amendment requests and a \$300 fee for zoning code amendment requests. Proposed is discuss whether or not to continue to implement these fees.



ECONOMIC DEVELOPMENT AUTHORITY MINUTES

June 25, 2018 – 6:00 p.m.

ATTENDEES: Carol Lagergren, Craig Heher, Mike McPadden, Dick Stolz, Charlie Storms
STAFF: City Administrator Steve Helget, City Clerk / Treasurer Kelly Hayes, Public Services Director Tony Voigt
OTHER: Tina Diedrick, Stan Schultz, Lois Schultz, Tood Schultz, Mayona Brenke

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
 - 1.1 Pledge of AllegianceMeeting was called to order by President Lagergren at 6:10pm.

2. Approve Agenda

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

- 2.1 Approve minutes of May 30, 2018

Motion: MM/CH to approve the minutes of May 30, 2018. Vote 5 – 0. Motion carried.

3. Adjournment

Motion: MM/DS to adjourn at 6:11pm. Vote 5 – 0. Motion carried.

Sincerely Submitted:

Carol Lagergren, President

Kelly Hayes, City Clerk / Treasurer



CITY COUNCIL MINUTES

July 9, 2018 – 6:00 p.m.

City Council Meeting

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

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

OTHERS: Tim Litfin, Ed Post

1. Call Meeting of City Council to Order

1.1 Pledge of Allegiance

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

2. Approve Agenda

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

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

3.1 Tour de Tonka – Tim Litfin

Tour de Tonka will take place on Saturday, August 4. The event goes through 24 cities and last year there were representatives from 25 states. The volunteers, fire department and sheriff's office all play a key part in making this happen. This is a ride, not a race.

3.2 Sheriff Deputy Matt Arnst - Quarterly Report

Will be at National Night Out on August 7 at Legion Park. There has been mail theft, residents should review bank statements. Reminder to stop at stop signs. Received a call today regarding speeding in the Preserve; will be monitoring this. If you see someone going through a stop sign or speeding, contact the Sheriff's office.

4. Consent Agenda

4.1 Approve minutes of June 25, 2018 meeting

4.2 Approve payment of claims

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

5. Public Hearings

5.1 Ordinance No. 305, Permitting Class 2 ATVs to operate on City Streets

Current code does not allow for ATVs to be driven on City streets. The proposed ordinance would allow for Class 2 ATVs to be allowed with a permit.

There was no public comment.

Motion: CH/MM to close the public hearing at 6:26pm. Vote 5 - 0. Motion carried.

6. Old Business

6.1 Update on Southwest Paving CUP Compliance

Consulting Planner, Cynthia Smith-Strack, reviewed the property on July 3 (council had given an extension for Southwest Paving to be in compliance by July 1). Smith-Strack noted that there was little to no work completed. Ed Post from Southwest Paving addressed the council and requested for additional time and to relook at the plan and possibly reduce the number of plantings. Councilmember Heher said that the owner, Mr. Brakefield, had told the Planning Commission in 2016 that the CUP would be in compliance no later than May 2017 and now we are a year later and there still isn't compliance. Mr. Post said that he doesn't want to plant things that are going to fail.

Seven trees still haven't been planted and an additional three trees (that are planted) are dying. They have tried planting grass twice and it was washed away both times. None of the lower shrubs/plants have been planted (CUP requires 48 flame grass plantings and 59 boxwood or low bush honeysuckle). Mr. Post said that they do not have the time, resources and irrigation to take care of all of these plants. He asked if a revised landscape plan could be done. Councilmember Heher noted that Mr. Brakefield was the one that had created the current landscape plan. Council possibly coming into compliance in phases (first phase would require 50% of the shrubs/plants to be planted and 100% of the trees).

Motion: MM/CS to extend the deadline to come into compliance (50% of plants/shrubs and 100% of the trees must be planted) for the CUP for Southwest Paving to the August 13 council meeting. Vote 4 – 1, Councilmember Stolz voting nay. Motion carried.

6.2 Update on 132 Elm Street E. Nuisance Violations

Administrator Helget reviewed the property and there are still nuisance violations (inoperable car, trailer that is full of scrap metal, vehicle tires). The property owner told Helget that she had tenants there that were recently asked to vacate and these items belong to them. If the property

Motion: DS/CS to abate the nuisance violation at 132 Elm Street East. Vote 5 – 0. Motion carried.

7. New Business

7.1 Adopt Ordinance No. 305, Permitting Class 2 ATVs to operate on City Streets

Motion: CH/MM to approve Ordinance 305, an ordinance amending sections 750 and 750 of the City Code pertaining to All Terrain Vehicles and Golf Carts. Vote 5 – 0. Motion carried.

Motion: CH/MM to publish a summary of Ordinance 305. Vote 5 – 0. Motion carried.

7.2 Approve Employee Handbook Amendment – Donating PTO

An employee requested the ability to donate PTO hours to another employee. The Personnel Committee recommends the following addition to the handbook: “Employees may voluntarily donate a portion of their PTO to assist another employee who has exhausted all of their PTO. The donation will be hour for hour at the lower rate of pay of the two employees. Both employees must be in good standings. All PTO donations must be approved by the City Administrator.”

Motion: DS/CH to approve the addition to the employee handbook regarding the ability to donate PTO hours. Vote 5 – 0. Motion carried.

7.3 Approve Re-Roofing Sign Shop Building

Motion: CH/CS to accept Shannahan Construction’s quote to re-roof the Sign Shop building for \$5,545. Vote 5 – 0. Motion carried.

7.4 Approve City Parks Blacktop Repairs

Motion: CS/DS to accept WM Mueller & Sons’ quotes to complete the parking lot repairs at Friendship Park for \$4,828 and also complete the driveway access and trail section at Veterans Park for \$2,285. Vote 5 – 0. Motion carried.

7.5 Approve Waiving Bus Fee for Stiftungsfest Historic Tour

Motion: CH/MM to approve the use of the City’s 5310 Bus for the Stiftungsfest Historic Tours and to waive the \$25 per hour fee. Vote 5 – 0. Motion carried.

8. Council Member & Mayor Reports

CH – Planning Commission divided up CUPs to complete audits. Looking at park land dedication.

MM – none

DS – none

CS – none

CL – Letter from Department of Natural Resources requires updated Floodplain Ordinance.

9. Adjournment

Motion: MM/CH to adjourn at 7:32pm. Vote 5 – 0. Motion carried.

UPCOMING MEETINGS / EVENTS

July 11 EDC – 6:30 p.m.

July 17 Parks and Recreation Commission – 5:30 p.m.

July 17 Taste of NYA – 5:30 – 8:00 p.m.

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

July 19 Senior Advisory Committee – 9:00 a.m.

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

July 31 Planning Commission – 6:00 p.m.

August 13 City Council – 6:00 p.m.

Carol Lagergren, Mayor

Kelly Hayes, City Clerk / Treasurer

CITY OF NORWOOD YOUNG AMERICA

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

To Be Approved: July 23, 2018

Pre-Paid Claims	<u>\$29,351.83</u>
Check 504860-504895	\$27,177.83
Check 28275-28276	\$2,174.00
Claims Pending Payment	<u>\$113,027.93</u>
(Check Sequence #28277-28325)	
Grand Total	<u>\$142,379.76</u>

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JUNE 2018 to JULY 2018

Name	Check Date	Check Amt	
10100 CHECKING			
Paid Chk# 028275 MN DEPT OF HEALTH	7/9/2018	\$2,151.00	CONNECTION FEE
Paid Chk# 028276 MN DEPT OF HEALTH	7/9/2018	\$23.00	ARETZ RENEWAL
	Total Checks	\$2,174.00	

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JULY 2018

		Check Amt	Invoice	Comment
10100 CHECKING				
Paid Chk#	028277	7/23/2018	BOLTON & MENK, INC	
G 812-22100	Escrow Collected	\$1,660.00	0219367	VICKERMAN
G 807-22100	Escrow Collected	\$1,446.00	0219368	PRESERVE 5TH
E 101-41500-303	Engineering Fees	\$705.50	0219369	MISC ENG
E 101-41500-303	Engineering Fees	\$323.00	0219369	DIEDRICH
G 809-22100	Escrow Collected	\$158.00	0219369	ALL SAINTS
Total BOLTON & MENK, INC		\$4,292.50		
Paid Chk#	028278	7/23/2018	CARDMEMBER SERVICE	
E 101-49860-209	Swim Uniforms	\$162.79		
E 101-49860-210	Operating Supplies	\$58.36		
E 101-49860-251	Concessions	\$651.79		
E 101-41400-433	Dues and Subscriptions	\$100.00		
E 101-46500-210	Operating Supplies	\$6.46		
E 101-46500-310	Other Professional Services	\$550.00		
E 101-41110-430	Miscellaneous	\$50.00		
E 101-42200-212	Motor Fuels	\$45.07		
E 101-49860-223	Repair/Maintenance Bldg/Ground	\$296.73		
E 602-49450-211	Personal Protection Equipment	\$56.88		
E 601-49400-211	Personal Protection Equipment	\$56.88		
E 101-49860-210	Operating Supplies	\$79.98		
E 101-43100-210	Operating Supplies	\$55.98		
E 101-49860-223	Repair/Maintenance Bldg/Ground	\$370.60		
E 101-49860-223	Repair/Maintenance Bldg/Ground	\$30.63		
E 601-49400-207	Training Instructional	\$125.00		
E 602-49450-207	Training Instructional	\$125.00		
E 101-49860-223	Repair/Maintenance Bldg/Ground	\$19.99		
E 101-49860-223	Repair/Maintenance Bldg/Ground	\$25.05		
E 101-49860-223	Repair/Maintenance Bldg/Ground	\$29.18		
E 101-43100-212	Motor Fuels	\$22.24		
Total CARDMEMBER SERVICE		\$2,918.61		
Paid Chk#	028279	7/23/2018	CARQUEST AUTO PARTS	
E 101-43100-210	Operating Supplies	\$29.98	5927-169874	RAGS IN A BOX
E 101-45200-221	Repair/Maintenance Equipment	\$34.57	5927-169878	RED GREASE
E 602-49450-221	Repair/Maintenance Equipment	\$27.88	5927-169908	BATTERY
E 101-45200-221	Repair/Maintenance Equipment	\$34.97	5927-169978	AIR FILTER
E 601-49400-210	Operating Supplies	\$12.89	5927-170236	WIPES
E 602-49450-210	Operating Supplies	\$12.89	5927-170236	WIPES
E 101-42200-221	Repair/Maintenance Equipment	\$32.97	5927-170723	FIRE DEPT ACCT
Total CARQUEST AUTO PARTS		\$186.15		
Paid Chk#	028280	7/23/2018	CARVER COUNTY	
E 101-41500-307	Prosecution Contract	\$1,965.86		PROSECUTION CONTRACT
Total CARVER COUNTY		\$1,965.86		
Paid Chk#	028281	7/23/2018	CARVERLINK-CARVER CO BROADBAND	

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			Check Amt	Invoice	Comment
E 101-41940-321	Telephone		\$142.85		
E 601-49400-321	Telephone		\$77.14		
E 602-49450-321	Telephone		\$77.14		
E 101-42200-321	Telephone		\$234.07		
E 101-43100-321	Telephone		\$48.57		
E 101-45200-321	Telephone		\$48.57		
E 101-49860-321	Telephone		\$57.55		
E 101-41940-321	Telephone		\$137.14		
E 101-41300-321	Telephone		\$122.12		
E 101-41320-321	Telephone		\$122.12		
E 101-41400-321	Telephone		\$146.54		
E 101-46500-321	Telephone		\$48.85		
E 101-42100-321	Telephone		\$24.42		
E 101-45500-321	Telephone		\$24.42		
al CARVERLINK-CARVER CO BROADBAND			\$1,311.50		
<hr/>					
Paid Chk#	028282	7/23/2018	CENTER POINT		
E 101-41940-383	Gas Utilities		\$40.75		
E 101-45500-383	Gas Utilities		\$16.98		
E 601-49400-383	Gas Utilities		\$75.12		
E 602-49450-383	Gas Utilities		\$19.50		
Total CENTER POINT			\$152.35		
<hr/>					
Paid Chk#	028283	7/23/2018	CITIZEN STATE BANK HSA ACCTS		
G 101-21718	HSA ACCOUNT		\$333.33		DHOORE
G 101-21718	HSA ACCOUNT		\$333.33		MENZEL
G 101-21718	HSA ACCOUNT		\$166.67		LENZ
G 101-21718	HSA ACCOUNT		\$333.33		ARETZ
Total CITIZEN STATE BANK HSA ACCTS			\$1,166.66		
<hr/>					
Paid Chk#	028284	7/23/2018	COUNTRYSIDE VET & FEED STORE		
E 101-42700-315	Animal Impounding		\$387.00		IMPOUNDS
Total COUNTRYSIDE VET & FEED STORE			\$387.00		
<hr/>					
Paid Chk#	028285	7/23/2018	DAVE S SEASON ALL		
G 101-22103	Escrow-Abatement Charges		\$150.00		MOWING AT 580145250
Total DAVE S SEASON ALL			\$150.00		
<hr/>					
Paid Chk#	028286	7/23/2018	DIAMOND VOGEL PAINTS		
E 101-43100-224	Street Maint Materials		\$3,345.26	257311683	WHITE & YELLOW PAINT
Total DIAMOND VOGEL PAINTS			\$3,345.26		
<hr/>					
Paid Chk#	028287	7/23/2018	DROEGE, BRAD		
E 101-42200-210	Operating Supplies		\$96.60		MEDICAL SUPPLIES
Total DROEGE, BRAD			\$96.60		
<hr/>					
Paid Chk#	028288	7/23/2018	FISHER, MIKE		
E 601-49400-432	Refund		\$85.74		OVERPAYMENT OF FINAL WATER BILL

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			Check Amt	Invoice	Comment
Total FISHER, MIKE			\$85.74		
Paid Chk#	028289	7/23/2018	GOPHER STATE ONE-CALL, INC.		
E	601-49400-223	Repair/Maintenance Bldg/Ground	\$51.30	8060623	LOCATES
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$51.30	8060623	LOCATES
Total GOPHER STATE ONE-CALL, INC.			\$102.60		
Paid Chk#	028290	7/23/2018	HARPER BROOMS		
E	101-43100-210	Operating Supplies	\$281.90	26161	
Total HARPER BROOMS			\$281.90		
Paid Chk#	028291	7/23/2018	HAYES, KELLY		
E	101-41410-331	Travel/Meeting Expense	\$46.43		
E	101-41110-331	Travel/Meeting Expense	\$2.68		
E	101-49860-251	Concessions	\$39.59		
E	101-41400-331	Travel/Meeting Expense	\$68.07		
Total HAYES, KELLY			\$156.77		
Paid Chk#	028292	7/23/2018	HD SUPPLY WATERWORKS		
E	601-49400-229	Water Meters	\$6,117.30	1657802	METER READER
Total HD SUPPLY WATERWORKS			\$6,117.30		
Paid Chk#	028293	7/23/2018	HEAVEN SCENT CLEANING INC		
E	101-41940-210	Operating Supplies	\$570.00	207868	GARBAGE BAGS
Total HEAVEN SCENT CLEANING INC			\$570.00		
Paid Chk#	028294	7/23/2018	HOME SOLUTIONS		
E	101-42200-221	Repair/Maintenance Equipment	\$18.70		FIRE DEPT ACT
Total HOME SOLUTIONS			\$18.70		
Paid Chk#	028295	7/23/2018	HORIZON COMMERCIAL POOL SUPPLY		
E	101-49860-221	Repair/Maintenance Equipment	\$809.50	SV180606137	WAVE GYRO
Total HORIZON COMMERCIAL POOL SUPPLY			\$809.50		
Paid Chk#	028296	7/23/2018	KLEINBANK		
G	101-21718	HSA ACCOUNT	\$166.67		SCHNEEWIND
G	101-21718	HSA ACCOUNT	\$583.33		STENDER
G	101-21718	HSA ACCOUNT	\$543.33		HELGET
Total KLEINBANK			\$1,293.33		
Paid Chk#	028297	7/23/2018	KOHL'S FOAM SYSTEMS, INC.		
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$26,662.66	0000180	HISTORY CENTER ROOF
Total KOHL'S FOAM SYSTEMS, INC.			\$26,662.66		
Paid Chk#	028298	7/23/2018	KWIK TRIP INC.		
E	101-43100-212	Motor Fuels	\$34.12		FUEL
Total KWIK TRIP INC.			\$34.12		
Paid Chk#	028299	7/23/2018	LOFFLER BUSINESS SYS LLC		

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			Check Amt	Invoice	Comment
E 101-41400-437	Maintenance Contract		\$160.23	2851965	COPIES
Total	LOFFLER BUSINESS SYS LLC		\$160.23		
Paid Chk# 028300 7/23/2018 MAYER LUMBER CO.					
E 832-45250-470	Donation Expense		\$1,525.67		WARMING HOUSE
E 833-45250-470	Donation Expense		\$1,525.67		WARMING HOUSE
Total	MAYER LUMBER CO.		\$3,051.34		
Paid Chk# 028301 7/23/2018 MID COUNTRY BANK					
G 101-21718	HSA ACCOUNT		\$453.33		HAYES
Total	MID COUNTRY BANK		\$453.33		
Paid Chk# 028302 7/23/2018 MINI BIFF					
E 101-45200-418	Other Rentals (Biffs)		\$110.16	A-96348	LEGION PARK
E 101-45200-418	Other Rentals (Biffs)		\$113.83	A-96761	FRIENDSHIP
E 101-45200-418	Other Rentals (Biffs)		\$191.76	A-96796	SPORTS COMPLEX
E 101-45200-418	Other Rentals (Biffs)		\$98.94	A-96798	FRIENDSHIP]
Total	MINI BIFF		\$514.69		
Paid Chk# 028303 7/23/2018 MINNESOTA VALLEY TESTING LAB					
E 601-49400-217	Lab Fees		\$93.00	926579	COLIFORM
E 602-49450-217	Lab Fees		\$36.20	926772	PHOSPHORUS
Total	MINNESOTA VALLEY TESTING LAB		\$129.20		
Paid Chk# 028304 7/23/2018 MINNESOTA/WISCONSIN PLAYGROUND					
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$1,627.00	2018228	NETTING
Total	MINNESOTA/WISCONSIN PLAYGROUND		\$1,627.00		
Paid Chk# 028305 7/23/2018 MN FIRE SERV CERTIFICATION BD					
E 101-42200-207	Training Instructional		\$280.00	5801	HACKBARTH, STACKEN
Total	MN FIRE SERV CERTIFICATION BD		\$280.00		
Paid Chk# 028306 7/23/2018 MUNICIPAL DEVELOPMENT GROUP					
E 101-46500-310	Other Professional Services		\$3,008.23	NYA070918	EDC SERVICES
Total	MUNICIPAL DEVELOPMENT GROUP		\$3,008.23		
Paid Chk# 028307 7/23/2018 NYA TIMES					
E 101-41400-350	Print/Publishing/Postage		\$205.00	611994	TEMP
E 101-41400-350	Print/Publishing/Postage		\$105.00	614044	TEMP
E 101-41400-350	Print/Publishing/Postage		\$50.50	614045	BASEBALL
Total	NYA TIMES		\$360.50		
Paid Chk# 028308 7/23/2018 QUILL CORPORATION					
E 101-41400-200	Office Supplies		\$40.96	8127258	STORAGE BOX, DUSTER, MOUSE
E 101-41400-200	Office Supplies		\$13.69	8182782	STORAGE BOX, DUSTER, MOUSE
Total	QUILL CORPORATION		\$54.65		
Paid Chk# 028309 7/23/2018 RUPP, ANDERSON, SQUIRES, PA					
G 812-22100	Escrow Collected		\$94.00		

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			Check Amt	Invoice	Comment
E 101-41500-304	Legal Fees		\$2,025.63		
Total RUPP, ANDERSON, SQUIRES, PA			\$2,119.63		
Paid Chk# 028310	7/23/2018	SHANAHAN CONSTRUCTION			
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$5,545.00		SIGN SHOP
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$9,248.00		SOUTH SIDE PAVILION
Total SHANAHAN CONSTRUCTION			\$14,793.00		
Paid Chk# 028311	7/23/2018	SMITH OIL CO			
E 101-49800-212	Motor Fuels		\$152.28		
E 101-45200-212	Motor Fuels		\$83.86		
E 101-43100-212	Motor Fuels		\$485.78		
E 601-49400-212	Motor Fuels		\$185.93		
E 602-49450-212	Motor Fuels		\$224.07		
E 101-42200-212	Motor Fuels		\$141.86		FIRE DEPT FUEL
Total SMITH OIL CO			\$1,273.78		
Paid Chk# 028312	7/23/2018	STATE BANK OF HAMBURG			
G 101-21718	HSA ACCOUNT		\$533.33		JAUS
Total STATE BANK OF HAMBURG			\$533.33		
Paid Chk# 028313	7/23/2018	STOLZ, DICK			
E 101-41110-331	Travel/Meeting Expense		\$278.78		
Total STOLZ, DICK			\$278.78		
Paid Chk# 028314	7/23/2018	STRACK CONSULTING LLC			
E 101-41320-305	Other Professional Fees		\$1,260.00	1097	PLANNING CONSULTANT
Total STRACK CONSULTING LLC			\$1,260.00		
Paid Chk# 028315	7/23/2018	SUN LIFE ASSURANCE COMPANY			
G 101-21707	Disability Insurance		\$371.75		DISABILITY
Total SUN LIFE ASSURANCE COMPANY			\$371.75		
Paid Chk# 028316	7/23/2018	SW CORRIDOR TRANS COALITION			
E 101-41110-433	Dues and Subscriptions		\$2,500.00		MEMBERSHIP
Total SW CORRIDOR TRANS COALITION			\$2,500.00		
Paid Chk# 028317	7/23/2018	TOP NOTCH TURF			
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$391.00	NORDEN0618	JUNE MOWING
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$391.00	NORDEN0718	JULY MOWING
Total TOP NOTCH TURF			\$782.00		
Paid Chk# 028318	7/23/2018	TWIN CITIES & WESTERN RAILROAD			
E 101-43100-440	Lease		\$314.60	M013115-IN	CROSSING PERMIT
E 101-43100-440	Lease		\$342.68	M013116-IN	CROSSING PEMIT
Total TWIN CITIES & WESTERN RAILROAD			\$657.28		
Paid Chk# 028319	7/23/2018	UNITED FARMERS CO-OP			
E 101-43100-221	Repair/Maintenance Equipment		\$42.84		LP CYLINDER

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			Check Amt	Invoice	Comment
Total UNITED FARMERS CO-OP			\$42.84		
Paid Chk#	028320	7/23/2018	UNUM LIFE INSURANCE CO		
	G 101-21715	Life Ins	\$55.55	0421562-001 7	
	G 101-21715	Life Ins	\$62.29	0421563-001 4	
Total UNUM LIFE INSURANCE CO			\$117.84		
Paid Chk#	028321	7/23/2018	VOIGT, TONY		
	E 101-43100-417	Uniform	\$150.00		CLOTHING
Total VOIGT, TONY			\$150.00		
Paid Chk#	028322	7/23/2018	WASTE MANAGEMENT		
	E 101-41940-223	Repair/Maintenance Bldg/Ground	\$99.45		GARBAGE
Total WASTE MANAGEMENT			\$99.45		
Paid Chk#	028323	7/23/2018	WM MUELLER & SONS INC		
	E 101-43100-224	Street Maint Materials	\$7,113.00	18-456	PATCHING & TRAIL PAVING
	E 101-43100-224	Street Maint Materials	\$113.43	234682	1/2" MINUS
	E 101-43100-224	Street Maint Materials	\$276.50	234881	FINE ASPH
	E 101-43100-224	Street Maint Materials	\$238.58	234882	FINE MIX
	E 101-43100-224	Street Maint Materials	\$240.16	235059	FINE ASPH
	E 101-43100-224	Street Maint Materials	\$109.25	235502	TACK OIL
	E 101-43100-224	Street Maint Materials	\$192.00	235503	FINE ASPH
	E 101-43100-224	Street Maint Materials	\$896.64	235504	FINE ASPH
Total WM MUELLER & SONS INC			\$9,179.56		
Paid Chk#	028324	7/23/2018	XCEL ENERGY		
	E 101-41940-381	Electric Utilities	\$375.26		
	E 101-42200-381	Electric Utilities	\$13.02		
	E 101-42500-381	Electric Utilities	\$11.73		
	E 101-43100-380	Street Lighting	\$4,380.00		
	E 101-43100-381	Electric Utilities	\$513.51		
	E 101-45200-381	Electric Utilities	\$5,569.33		
	E 101-45500-381	Electric Utilities	\$92.52		
	E 601-49400-381	Electric Utilities	\$1,001.77		
	E 602-49450-381	Electric Utilities	\$1,823.26		
	E 101-49860-381	Electric Utilities	\$746.14		
	E 101-45200-381	Electric Utilities	\$5.02		VETERANS PARK
	E 601-49400-381	Electric Utilities	\$2,391.25		104 3RD AVE SE
Total XCEL ENERGY			\$16,922.81		
Paid Chk#	028325	7/23/2018	YOUNG AMERICA TOWNSHIP		
	E 101-43100-224	Street Maint Materials	\$201.60		STEWART AVE GRAVEL
Total YOUNG AMERICA TOWNSHIP			\$201.60		
10100 CHECKING			\$113,027.93		

CITY OF NORWOOD YOUNG AMERICA

07/18/18 2:36 PM

Page 7

***Check Detail Register©**

JULY 2018

Check Amt Invoice Comment

Fund Summary

10100 CHECKING

101 GENERAL FUND	\$93,891.15		
601 WATER FUND	\$10,273.32		
602 SEWER FUND	\$2,454.12		
807 Escrow - Preserve 5	\$1,446.00		
809 Escrow - All Saints	\$158.00		
812 Vickerman - 2018 Expansion	\$1,754.00		
832 DONATIONS - VFW	\$1,525.67		
833 DONATIONS - LEGION	\$1,525.67		
	<hr/>		
	\$113,027.93		



TO: Honorable Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: July 12, 2018
RE: Street Closure Minn-e-Rod Pull Event

Attached is a letter from Karen Hallquist of the NYA Chamber of Commerce requesting to close streets for the Minn-e-Rod Pull Event which is taking place on Saturday, August 18, 2018.

Recommendation: A motion to approve the street closure for the Minn-e-Rod Pull Event as requested by the NYA Chamber of Commerce.

Norwood Young America



July 6, 2018

Norwood Young America City Council
P. O. Box 59
Norwood Young America, MN 55368

Dear NYA City Council Members:

The NYA Area Chamber of Commerce is sponsoring the 3rd Annual Minn-e-Rod Pull Event on Saturday, August 19th. This event will be held on Main Street from 1st Ave SE to 3rd Ave SE. Set up for the event will be at 10am with the Pull starting at 12pm and finishing at approximately 2:30pm. Following the Pull, the Chamber will also be hosting a Community Bean Bag Tournament at the same location on Main Street. The Bean Bag Tournament will run from 3pm to approximately 8pm.

We are formally requesting a street closure on Main Street in the historic downtown Young America from 1st Ave SE to 3rd Ave SE, and also 1st Ave SE/Main Street and one block North to 1st Street NE (Heritage Center/Food Shelf block). This one block would be used for parking for the Minn-e-Rods. The time requested would be from 10am to 10pm on that Saturday, August 19th only. The online application for road closure with Carver County has also been submitted as this is a two block area of County Road 34.

The Chamber will be certain to notify the affected neighbors in advance.

Thank you for considering this request. If you have any questions, please contact me at 952-200-8431.

Sincerely,

KHallquist

Karen Hallquist
Executive Director
NYA Area Chamber of Commerce
PO Box 292
NYA, MN 55368
info@nyachamber.org



TO: Honorable Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: July 12, 2018
RE: Appointing Election Judges

Listed below are the election judges for the 2018 Primary and General Elections. Many of the recruited judges have prior experience that is valuable during the election training process and at the polling place on Election Day.

Recommendation: A motion to adopt Resolution 2018-24 a resolution appointing election judges for the 2018 Primary and General Elections.

RESOLUTION 2018-24

A Resolution Appointing Election Judges for the August 14 Primary Election and the November 6 General Election

WHEREAS, the City of Norwood Young America, in accordance with State Law, will hold a Primary Election within the City on August 14, 2018; and

WHEREAS, the City of Norwood Young America, in accordance with State Law, will hold a General Election within the City on November 6, 2018; and

WHEREAS, the official polling place will be the Willkommen Memorial Park Pavilion located at 21 Main Street East in Norwood Young America, and the polls will be open from 7:00am to 8:00pm; and

BE IT FURTHER RESOLVED, that the below listed individuals are hereby appointed to serve as election judges for the Primary and General Elections in 2018 and will be paid \$9.50 per hour and the individuals appointed as head judge and assistant head judge would be paid \$10.50 per hour.

BE IT FURTHER RESOLVED, that in case an appointed judge is unable to serve, the City Clerk/Treasurer is authorized to appoint a substitute judge.

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

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer

2018 Election Judges:

Elroy Latzig – Head Judge
Faye Ernst
Vicki Halliday-Schultz
Carolyn Hoernemann
Jean Nelson
June Plagge
Mary Spille
Kathleen Tverberg
Hilbert Hoof

Karen Kamps – Assistant Head Judge
Kaarin Foede
Gilbert Hasse Jr.
Carol Latzig
Jean Thomas
LeAnn Smith
Mary Lou Teubert
Gregory Kummer



TO: Honorable Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: July 17, 2018
RE: Street Closure National Night Out – Devonshire Drive

Resident Carolyn Durbin has requested to close a portion of Devonshire Drive for National Night Out. The request is to close Devonshire Drive from 2nd Avenue to 528 Devonshire Drive. She will be contacting the residents that are affected by this closure.

RECOMMENDATION:

Motion to approve street closure beginning at the corner of Devonshire Drive and 2nd Avenue to 528 Devonshire Drive on Tuesday, August 7, 2018 from 6:00pm – 9:00pm.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: July 23, 2018

SUBJECT: Consider 3-Way Stop Request at Preserve Boulevard and Quail Road

Enclosed is an email letter from Chris Kammeier who resides at 713 Quail Road. Mr. Kammeier is requesting the City Council consider the installation of stop signs at Preserve Boulevard and Quail Road to create a 3-way stop. Mr. Kammeier is basing this request on the number of children in the neighborhood and the speed at which some of the vehicles are traveling on Preserve Blvd.

Possible Action Options:

1. Post City speed sign on Preserve Boulevard and gather data on average speeds.
2. Attempt to gather public input through a survey on the establishment of a 3-way stop from other property owners located in the Preserve.
3. Move ahead with the installation of stop signs and establish a 3-way stop at Preserve Boulevard and Quail Road.

Suggested Motion:

Motion to establish a 3-way stop at Preserve Boulevard and Quail Road.

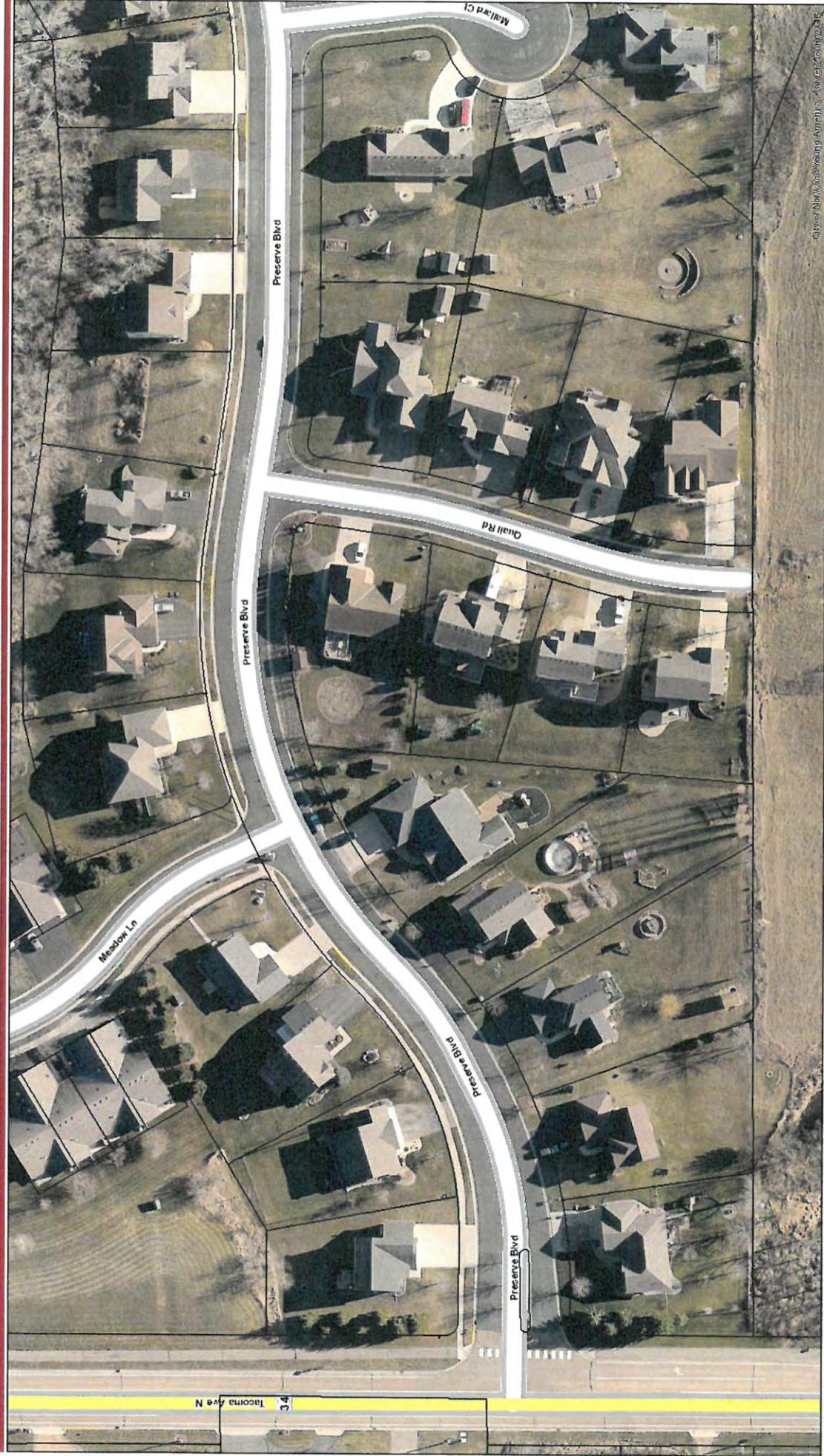


more than a place. it's home.

CITY OF NORWOOD YOUNG AMERICA

The Preserve

Map Date: 7/19/2018



City of Norwood Young America, Kansas City, MO

City Admin

From: Chris Kammeier <ckammeier6@gmail.com>
Sent: Tuesday, July 3, 2018 8:22 PM
To: City Admin
Subject: Traffic safety
Attachments: image1.png; ATT00001.txt

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Mr Helget,

My name is Chris Kammeier and my wife Cassandra and I own the home located at 713 Quail Rd in the Preserve subdivision. I was told to email you and you could possibly answer my question or let me know what steps I have to take. I am going to attach a photo from Google maps of my home, and all of my surrounding neighbors, as well as the intersection of Quail and Preserve. The reason for the photo is I want to show you that out of the 10 homes in the picture only one home doesn't have any children living in it. One of them is currently a daycare, which has at least 6 very young children present everyday. Another is a set of grandparents that have 4-6 of their grandchildren present most days of the week while their parents are at work. The rest of the homes pictured, including ours have a total of 15 additional children living in them ranging in age from newborn to 17 years old. My point being that between the homes in this picture, there are around 25-30 children that are very active.

The reason for my email is I am requesting the city put a three way stop sign system in at the intersection of Quail and Preserve. As this development grows, so does traffic, and I believe this would be an extremely effective way of getting traffic to maintain the speed limit as it passes through our neighborhood. Not to mention as you enter the Preserve neighborhood the road isn't straight, it's a slight S curve heading east, making it a little more of a dangerous intersection for any kids that may be playing in the street, chasing a baseball from down the hill, etc.. Like any neighborhood, the majority of the people drive with courtesy and thoughtfulness, but there are plenty that drive up Preserve like it's a drag strip. And with the number of children just in the intersection alone, I think you will understand my point and concern. And I'd like to also mention this is the bus stop where all of the kids gather on the corner of my property to go to school.

I really appreciate your time reading my email, and I look forward to hearing back from you on this matter. I'd like to know what I need to do to bring this to the City's attention, hopefully sooner than later. Thank you so much.

Chris and Cassandra Kammeier
713 Quail Rd
218-398-3230
ckammeier6@gmail.com

Preserve Blvd

Quail Rd





TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: July 23, 2018
SUBJECT: Consider Lakewood Trail 3-Way Stops and Other Signing Installation Requests

Enclosed is an email letter from Arielle Brandenburg who resides at 865 Lakewood Trail. Ms. Brandenburg is requesting the City Council consider: 1) installation of a "School Bus Stop" sign at the intersection of Lakewood Trail and Meadows Blvd.; 2) installation of stop signs at the intersections of Lakewood Trail and Meadows Boulevard and also at Lakewood Trail and Fox Crossing; 3) installation of "Children at Play" sign at the entrances to Prairie Dawn Park; and 4) installation of speed limit signs at the entrances to the Meadows and the Preserve. Ms. Brandenburg is basing this request on the increase volume of traffic.

Possible Action Options:

1. Post City speed sign on Lakewood Trail and gather data on average speeds.
2. Attempt to gather public input through a survey on the establishment of 3-way stops from other property owners located in the Meadows and the Preserve.
3. Move ahead with the sign installation requests.

Suggested Motion:

Motion to establish a 3-way stop at Lakewood Trail and Meadows Blvd. and Lakewood Trail and Fox Crossing.

City of Norwood

I am proposing the following items to increase the safety of the residence in the Meadows and Preserves Development, to be addressed by the city of NYA.

- School Bus Stop sign at the intersection of Meadows Boulevard and Lakewood Trail.
- Three Way Stop at two intersections; Meadows Boulevard and Lakewood Trail, plus Fox Crossing and Lakewood Trail.
- Children at Play sign before the park entrance on Lakewood Trail, Barnes Lake Drive, and Preserve Boulevard.
- Speed Limit sign in the entrances into the subdivision, close to the Meadows and Preserve Signs.

These requests are due to the increase volume of traffic into the development, with it only increasing with the new homes being built in the Preserve 5th Edition and hopefully for the remainder of the Meadows – currently a hay field.

I believe these are very simple requests and would be proactive for the City of NYA.

At this time, I would like to thank the city officials for posting a “Your Speed” monitoring device at 870 Lakewood Trail light post. Unfortunately, the sign did not work properly. The sign would not show your speed limit until after you drove past the sign, so, the driver never saw what speed they were going. The speed was monitored from both directions going east and west, the east direction did not work properly. The west direction was not tested by residence of Lakewood Trail.

The City of NYA is projected to double its population by 2020 in its development plan. The Preserve is a major contributor to this population growth. As a resident of the Preserve 4th Edition, all I am requesting is to increase the safety of the residence, and the city of NYA to be proactive.

Sincerely

Arielle Brandenburg
865 Lakewood Trail, NYA, MN
Preserve 4th Edition



CITY OF NORWOOD YOUNG AMERICA

The Meadows

Map Date: 7/19/2018





TO: Honorable Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: July 12, 2018
RE: 2019 Service Agreement Carver County

The Joint Powers Agreement for joint assessment with the county assessor is attached for your review. The agreement is to provide for the assessment of properties.

RECOMMENDATION:

Motion to approve Resolution 2018-25 renewing the Joint Powers Agreement for joint assessment with the Carver County Assessor.



Office of County Assessor
Angela Johnson
Carver County Government Center
Administration Building
600 East Fourth Street
Chaska, Minnesota 55318-2102
Phone: (952) 361-1960
Fax: (952) 361-1959

July 10, 2018

Cities & Townships of Carver County

RE: 2019 Service Agreement

Enclosed please find a copy of the 2019 Service Agreement. The Service Agreement reflects an increase of 3.43% for 2019.

Please have the signed document returned to our office at your earliest convenience. If you have any questions, please contact our office.

Respectfully,

Angela Johnson
Carver County Assessor
952 361-1961

Resolution 2018-25

A resolution renewing the joint powers agreement for joint assessment with the county assessor

WHEREAS, the City of Norwood Young America desires to enter into an agreement with the Carver County Assessor to provide for the assessment of property in the City by the Carver County Assessor's Office; and

WHEREAS, Minnesota Statutes §273.072 and Minnesota Statutes §471.59 permits such an agreement for joint assessment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Norwood Young America that the renewal of the attached Joint Powers Agreement is hereby adopted.

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

CITY OF NORWOOD YOUNG AMERICA

Mayor

ATTEST:

Kelly Hayes, City Clerk / Treasurer

SERVICE AGREEMENT FOR JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter "County") and City of Norwood Young America, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor's Office; and

WHEREAS, Minn.Stat. § 273.072 and Minn.Stat. § 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2019. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of thirteen dollars and forty five cents (\$13.45) per residential valuation, fourteen dollars and no cents (\$14.00) per agricultural valuation, and fifteen dollars and no cents (\$15.00) per commercial/industrial valuation (for the assessment of January 2, 2019) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15th of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town’s default is excused by the County, the County may, upon written notice to the Town’s representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
City of Norwood Young America	Angela Johnson
310 Elm Street W.	Carver County Assessor
NYA, MN 55368	600 E 4 th Street Chaska MN 55318
Clerk – Kelly Hayes	ajohnson@co.carver.mn.us

12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement,

or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Norwood Young America, has caused this Agreement to be executed by its Chairperson/Mayor and its Town Clerk by the authority of its governing body by a duly adopted resolution on

This the _____ day of _____, 2018.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the _____ day of _____, 2018.

CITY/TOWNSHIP OF NORWOOD YOUNG AMERICA

COUNTY OF CARVER

By: _____
Chairperson/Mayor

By: _____
Gayle Degler, Chairperson
Board of Commissioners

By: _____
Clerk – Kelly Hayes

Attest: _____
Dave Hemze/County Admin.

And: _____
Angela Johnson
County Assessor

Approved as to form:

City Attorney/ Date

Approved as to form:

Assistant County Attorney/Date



DATE: July 23, 2018
MEMO TO: Mayor Lagergren and Council; City Administrator Helget
FROM: Holly J. Kreft, Economic Development Coordinator
RE: Agenda Item: Monuments Signs – Award of Footing and Foundation Quote

Background:

The three monument signs are based on the design of the signs in New Ulm. Due to the weight of the sign bases, specs needed to be provided by a structural engineer. MDG LLC contacted the City of New Ulm to request their specifications, but they requested that Norwood Young America obtain them from LSEngineers. City Administrator Helget provided the specs to three local concrete contractors. Quotes were received from two contractors as attached.

The EDC reviewed the quotes at their July 11th meeting and voted unanimously to recommend awarding the concrete work to Jensen Decorative Concrete in the amount of \$26,550.

Below is the current overall budget for reference:

Budget

Item	Cost	Vendor	Status
Sign Base	\$22,800	American ArtStone	Completed
Metal Sign	\$6,693.51	JIT Metal	Completed
Specs for footings	\$2,100.00	LSEngineers	Completed
Footing/Foundation	\$26,550.00	Jensen Decorative Concrete	Planned for late July/early August
Electrical	\$6,121.99	Norwood Electric	Planned for August
Landscaping	\$2,685.92*	Unknown	Planned for August
TOTAL (current)	\$66,901.42		
BUDGET	\$50,000		

*estimate, not based on quotes

Suggested Motion:

A MOTION to approve the Awarding the Footing and Foundation Concrete Work of the three Entrance Monuments to Jensen Decorative Concrete in the amount of \$26,550.

Proposal

Rex Lind Construction

30350 - 501st Ave.
Winthrop, MN 55396
507-317-4729

PROPOSAL SUBMITTED TO <i>City of Norwood Young America</i>	PHONE <i>952-467-1800</i>	DATE <i>7-9-18</i>
STREET	JOB NAME <i>Sigh Monument Footings</i>	
CITY, STATE AND ZIP CODE	JOB LOCATION	

We hereby submit specifications and estimates for:

5' x 20' - 12" thick Footing with $\frac{1}{2}$ #5 rebar 12" o.c.

4' x 18' 1" Frost Footing #5 rebar 12" o.c. \$12,987 each

5' tall

2 4" x 10' Galvanized pipe

Digging + back filling

12" rock + Granular under footing if needed

pump charge Not to exceed \$2,000 extra

(Locates by others + soil, concrete testing) \$1,000 deduct if Granular not needed

x 3

total \$38,961.⁰⁰/₁₀₀

NOTICE OF LIEN:

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved land if they are not paid for their contributions, even if such parties have no contractual relationship with the owner. Minnesota law permits the owner to withhold from his contractors so much of the contract price as may be necessary to meet the demands of all other lien claimants, pay directly such liens and deduct the cost thereof and the contract price, or withhold amounts from his contractor until the expiration of ninety [90] days from the completion of such improvements unless the contractor furnishes to the owner waivers of claims for mechanics lien signed by persons who furnished any labor or material for the improvement and who provided the owner with timely notice.

The owner hereby waives all further requirements of notice under Minnesota Statute 514.011.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

thirty eight thousand Nine hundred sixty one dollars (\$ *38,961.⁰⁰/₁₀₀*)

Payment to be made as follows:

50% down

Balance upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Rex Lind*

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. The undersigned represents that he or they is (are) the owner(s) of the real property on which Lind Construction shall furnish material and/or labor.

Signature _____

Signature _____

Date of Acceptance: _____

Jensen Decorative Concrete, Inc.
 519 W Elm Street
 Norwood Young America, MN
 55368 United States
 (952) 210-2692
 jensendecorativeconcrete@gmail.com



ESTIMATE

ADDRESS

City Of NYA
 310 West Elm Street
 Norwood, Mn

ESTIMATE # 1354
 DATE 07/09/2018

ACTIVITY	QTY	RATE	AMOUNT
Norwood Young America Entrance Monument Project			
Excavation Excavation of existing soils and granular base material hauled in. Each monument to be excavated per plan. ***if 12" of rock is needed, add \$500 to base price.	3	800.00	2,400.00
Concrete-Plain Broom Finish Concrete to be poured with a 4500psi exterior mix design with plain broom finish concrete. 1/2" rebar to be 2' (or per plan) on center. Control joints to be placed as necessary. ***Footings-4'x18'1"x12" thick ***Walls-3'4"x17'1"x4'6" thick ***4" diameter galvanized pipe (6 total) ***#5 rebar to be used per plan.	1	23,400.00	23,400.00
Concrete-Pump If a concrete pump is required due to limited access, an added charge of \$750 per trip will be added to base price.	1	750.00	750.00
Warranty and Disclaimer Warranty on workmanship only. No warranty against cracking, settling, popping of rocks, spalling, scaling or any other defect within the product itself. We do our very best to provide the highest quality of workmanship but we can not warranty what we cannot control such as cracks and settling and flaws in any third party product. Freeze/Thaw cycles can be very damaging to concrete products, it is to be understood that flaws can and will appear due to local weather environments. Sealers can protect from outside damages such as freeze/thaw cycles and ice melting chemicals but they make no guarantees on concrete projects.	1	0.00	0.00
Sod Repair and Irrigation Damage Not responsible for sod repair or irrigation damage during construction.	1	0.00	0.00
Down Payment 50% Down Payment required prior to project scheduling. Project balance due upon completion.	1	0.00	0.00

TOTAL

\$26,550.00

Accepted By

Accepted Date



DATE: July 23, 2018
MEMO TO: Mayor Lagergren and Council; City Administrator Helget
FROM: Holly J. Kreft, Economic Development Coordinator
RE: Agenda Item: Monuments Signs – Award of Electrical Quote

Background:

Tony Voigt, Public Service Director, has been working on obtaining quotes for the lighting of the signs. Due to the cost to extend electrical to the eastern sign on Hwy 212, Tony is recommending the use of solar lighting at that site and hardwired lighting at the western Hwy 212 sign and the Hwy 5 sign. Below is an overview of the quotes received and attached are the detailed quotes. Tony is recommending Norwood Electrical as the low quote.

Location	Norwood Electric	Xtreme Electric
Hwy 212 west sign (by water tower)	\$1,336	\$2,280
Hwy 212 east sign (solar lighting)	\$525 (labor) + \$1,724.99 (solar) = \$2,249.99	\$6,417
Hwy 5 sign	\$2,536	\$7,260
TOTAL	\$6,121.99	\$15,957

Below is the current overall budget for reference:

Budget

Item	Cost	Vendor	Status
Sign Base	\$22,800	American ArtStone	Completed
Metal Sign	\$6,693.51	JIT Metal	Completed
Specs for footings	\$2,100.00	LSEngineers	Completed
Footing/Foundation	\$26,550.00	Jensen Decorative Concrete	Planned for late July/early August
Electrical	\$6,121.99	Norwood Electric	Planned for August
Landscaping	\$2,685.92*	Unknown	Planned for August
TOTAL (current)	\$66,901.42		
BUDGET	\$50,000		

*estimate, not based on quotes

The EDC reviewed the quotes at their meeting on July 11th and voted unanimously to recommend awarding of the electrical and lighting quote to Norwood Electric.

Suggested Motion:

A MOTION to approve the Awarding the Electrical and Lighting of the Three Entrance Monuments to Norwood Electric in the amount of \$6,121.99.

NORWOOD ELECTRIC INC.
 215 W. ELM P.O. BOX 157
 N.Y.A. MN 55368
 Phone: 952 467 2401 Fax: 952 467 4340

PROPOSAL

PROPOSAL #	05/17/2018A	PAGE	1
DATE	05/17/2018		
DESC	NEW SERVICE FOR WELCOME SIGN WEST END OF CITY		
LOC	BY WEST WATER TOWER NORWOODYOUNG AM MN	55368-0059	
CONTACT	TONY VOIGHT		
PHONE	467-1800		

CUSTOMER
 CITY OF NORWOODYOUNG AMERICA
 310ELM STREET W
 P.O. BOX 59
 NORWOODYOUNG AM MN 55368-0059

60' TRENCHING	
DISCONNECT	
WIRING FOR OUTLET	
WIRING FOR NEW LIGHT	
MATERIAL & LABOR TO INSTALL NEW SIGN LIGHT	1,300.00
INSPECTION	36.00

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of: **\$1,336.00**
 One Thousand Three Hundred Thirty Six Dollars And 00 Cents

Payable as follows:
 PAYMENT WHEN COMPLETE

Authorized Signature: *William P. Brundage* **Date:** *May 15- 2018*

Note: This Proposal may be withdrawn by us if not accepted within 30 Days

THE PRICES THAT ARE PRESENTED HERE ARE JUST AN ESTIMATE AND MAY VARY DEPENDING ON THE JOB.

All material is guaranteed. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL - The Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: **Date:**

NORWOOD ELECTRIC INC.
 215 W. ELM P.O. BOX 157
 N.Y.A. MN 55368
 Phone: 952 467 2401 Fax: 952 467 4340

PROPOSAL

PROPOSAL #	05/15/2018	PAGE	1
DATE	05/17/2018		
DESC	POWER TO WELCOME SIGN AT NORTH END		
LOC	OUT BY CORE PRINTING BUILDING		
CONTACT	TONY VOIGHT		
PHONE	467-1800		

CUSTOMER
 CITY OF NORWOODYOUNG AMERICA
 310ELM STREET W
 P.O. BOX 59
 NORWOODYOUNG AM MN 55368-0059

430' TRENCHING	
METER SOCKET	
DISCONNECT	
WIRING FOR OUTLET	
WIRING FOR LIGHT	
MATERIAL & LABOR TO INSTALL NEW SIGN LIGHT	2,500.00
INSPECTION	36.00

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of: **\$2,536.00**
 Two Thousand Five Hundred Thirty Six Dollars And 00 Cents

Payable as follows:
 PAYMENT AT COMPLETION OF JOB

Authorized Signature: *William J. Sundahl* Date: *May 15, 2018*

Note: This Proposal may be withdrawn by us if not accepted within 30 Days

THE PRICES THAT ARE PRESENTED HERE ARE JUST AN ESTIMATE AND MAY VARY DEPENDING ON THE JOB.
 All material is guaranteed. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be become an extra charge over and above the estimate.
 All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL - The Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: Date:

NORWOOD ELECTRIC INC.
 215 W. ELM P.O. BOX 157
 N.Y.A. MN 55368
 Phone: 952 467 2401 Fax: 952 467 4340

PROPOSAL

PROPOSAL #	06082018	PAGE	1
DATE	06/20/2018		
DESC	INSTALLATION OF LED LIGHTS		
LOC	AT ALL THE CITY ENTRANCES FOR THE OUTDOOR WELCOME SIGNS		
CONTACT	STEVE HELGET		
PHONE	467-1800		

CUSTOMER
 CITY OF NORWOODYOUNG AMERICA
 310ELM STREET W
 P.O. BOX 59
 NORWOODYOUNG AM MN 55368-0059

INSTALLATION OF LED SOLAR LIGHTING AND EQUIPMENT
 LIGHTS TO BE INSTALLED ON THE GROUND INFRONT OF SIGNS
 CABLE AND TIMER BOX INSTALLED ON BASE OF SIGN
 SOLAR PANEL INSTALLED ON TOP OF SIGN AT THE CORRECT ANGLE
 PIPING INSIDE OF SIGNS TO ACCOMANDATE CABLING AND APPEARANCE

MATERIAL AND LABOR \$525.00 EA. X 3 SIGNS 1,575.00

SOLAR EQUIPMENT PROVIDED BY OTHERS

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of: **\$1,575.00**
 One Thousand Five Hundred Seventy Five Dollars And 00 Cents

Payable as follows:
 PAYMENT WHEN COMPLETED

Authorized Signature: William J. Brundahl Date: 06-20-2018

Note: This Proposal may be withdrawn by us if not accepted within 30 Days

THE PRICES THAT ARE PRESENTED HERE ARE JUST AN ESTIMATE AND MAY VARY DEPENDING ON THE JOB.
 All material is guaranteed. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be become an extra charge over and above the estimate.
 All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL - The Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Copy of the Email Sent

Tony Voigt

From: Solar Illuminations <sales@solarilluminations.com>
Sent: Thursday, May 17, 2018 7:53 AM
To: Tony Voigt
Subject: RE: Solar lighting for community signs

Hi Tony,

Thanks for the additional information.

You have several options available to you. Here are two options for you to consider...

OPTION 1.

Supply of our FL62 solar LED sign light system with two LED mini sign light fixtures. Dusk to dawn operation at zip 55368. Supplied as a complete plug & play system to include a 140W solar panel and a pair of 12v 55A-Hr AGM batteries etc.
<http://www.solarilluminations.com/solar-sign-lights/fl62-solar-sign-light>
\$1,239.99 + shipping.

OPTION 2.

Supply of our FL08 solar LED sign light system with two LED light fixtures. Dusk to dawn operation at zip 55368. Supplied as a complete plug & play system to include a 200W solar panel and a pair of 12v 55A-Hr AGM batteries etc.
<http://www.solarilluminations.com/solar-sign-lights/fl08-solar-sign-light>
\$1,499.99 + shipping.

We have both of the above systems in stock at this time here in our Florida warehouse. They can be shipped out usually within a couple of days.

If you wish to pole mount the solar panel and/or the battery box then we do offer option pole mount hardware for these components.

We have an extensive customer photo gallery and we can show you photos of customer installation using the above systems.

<http://www.solarilluminations.com/solar-billboard-sign-lights-photo-gallery>

We offer a 5 year warranty on our system and a 20 year warranty on our solar panels. Being a 12v or 24v dc system with no grid connection, you do not need an electrician to carry out the installation.

If you have any questions please let us know.

Regards,

Steve

Steve
Sales Department
Solar Illuminations

**XTREME
ELECTRICAL
SERVICES, INC.**

311 W Railroad Street
Norwood YA, MN 55368
Ph # 952-466-5777
Fax # 952-466-5756

PROPOSAL AND CONTRACT

Date: May 22, 2018

We are pleased to submit the following proposal. We will furnish materials and labor necessary for the completion of the Contract Work, in accordance with all electrical codes and regulations. The Contract Work will consist of all work necessary or reasonably inferable from the building plans, so as to produce the intended results.

This proposal may be withdrawn if not signed within 30 days.

Submitted to: City of Norwood Young America Attn: Tony Voigt
Address: 310 Elm St W, PO Box 59
City, State and Zip: Norwood Young America, MN 55368
Phone #: 320-761-5008
Fax #
Email: tvoigt@cityofnYA.com

Project Description:
Property Owner/Buyer Name:
Property Owner/Buyer Address:

DESCRIPTION OF CONTRACT WORK

Bid #1: West Side of Town – NYA Sign

Add panel at meter
Trenching 60' allowed
(1) LED ground light for sign
Permit
Total for Bid #1: \$2,280.00

Bid #2: East Side of Town – NYA Sign

(1) Solar panel stand and post
(2) Solar panels
(1) Inverter and charger
(1) 1,662 lumen ground light
(1) Battery and battery box
Trenching
Ground solar system
Permit
Total for Bid #2: \$6,417.00

Bid #3: North Side of Town – NYA Sign

Install meter and panel
430' trenching and boring

(1) LED ground light for sign
Permit
Total for Bid #3: \$7,260.00

Thank you for the opportunity to bid this project.
Please call me with any questions.

Thanks
Todd Miller

CONTRACT TERMS

Contract Amount We will perform all Contract Work listed above for the sum of (\$ see above)

Terms of Payment: Payment of \$ _____ will be due at completion of rough in and payment of \$ _____ will be due within 30 days of substantial completion of this Contract Work. Rough in and Substantial completion defined as inspection and approval by city building official of this Contract Work. We do accept payment by credit card. Payment by credit card will be assessed a 4% processing fee.

Late Payment Charges Amounts not paid according to these payment terms will be charged a service charge of 1.5% per month or the maximum legal rate allowable. Xtreme Electrical will also be entitled to recover all reasonable costs, charges, expenses and attorney fees expended or incurred.

Payment Delay If for any reason Xtreme Electrical does not receive payment from the Customer within thirty (30) calendar days after the time payment is due, in addition to any other legal remedies, Xtreme Electrical **may stop** its Contract Work until payment of the full amount owing to the Contractor has been received.



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: July 23, 2018
SUBJECT: Approve MRCI WorkSource Transportation of Passengers Agreement

Enclosed is the proposed Transportation of Passengers Agreement between the City and MRCI WorkSource. Proposed is the City to provide busing service for MRCI adult workers to their location in Chaska. MRCI provides innovative employment programs that assist individuals in their achievement of personal goals.

The City would pick-up passengers in Norwood Young America, Meyer, and Waconia, and transport to MRCI by 9:00 a.m., Monday through Friday. It's estimated there would be a total of 4 hours of bus usage per day or 20 hours per week.

Based on the bus usage hours, the City will no longer be able to provide busing service to Central School District for the preschool in Cologne. The School has been notified of this potential change.

All bus scheduling will be handled through and by SmartLink.

Proposed is to also discuss the hiring of additional bus drivers.

Suggested Motion:

Motion to approve the Transportation of Passengers Agreement between the City of Norwood Young America and MRCI WorkSource.

TRANSPORTATION OF PASSENGERS AGREEMENT

This **AGREEMENT** is made and entered into this 1 day of August, 2018, by and between the **City of Norwood Young America**, hereafter "**City**", and MRCI WorkSource, hereafter "**MRCI**".

The parties agree as follows:

PURPOSE. The **City** and **MRCI** agree to enter into and execute this Agreement for the purpose of the City providing busing transportation for MRCI employees who reside in the cities of Norwood Young America, Mayer and Waconia and transport them to MRCI located at 103 Peavey Rd., Chaska, MN. The City will provide busing transportation to and from the passengers place of residence to MRCI. The City will, subject to forces majeure, provide transportation services to the MRCI as stated above.

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

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

within 30-days of receipt. 3) MRCI shall report any rider cancellations to SmartLink at least 24 hours before scheduled ride.

RATE. An hourly rate of \$35.00 per hour shall be charged. This rate shall be charged from the time the bus driver leaves the City parking garage to their return. Cancelled rides with less than 1 hour notice will be charged the above rate.

FUEL SURCHARGE. Upon fuel prices reaching \$3.00 per gallon, a fuel surcharge shall be assessed monthly based on the number of miles traveled and average price per gallon.

TRANSPORTATION REQUEST FORM.

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

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

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

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

City of Norwood Young America

MRCI WorkSource

its _____

its Brian Benbrook
CEO



TO: Mayor Lagergren and Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: July 18, 2018
RE: Hiring Recommendation - Temporary Office Staff

The Personnel Committee interviewed applicants for the Temporary Administrative Assistant position on Friday, July 20, 2018. The Personnel Committee will bring a recommendation to the City Council meeting.

RECOMMENDATION:

A motion to approve hiring _____ as a Temporary Administrative Assistant with a start date of _____ and an hourly rate of pay of _____.

Norwood Young America



DATE: July 23, 2018
MEMO TO: Mayor Lagergren and Council; City Administrator Helget
FROM: Holly J. Kreft, Economic Development Coordinator
RE: Agenda Item: Monuments Signs – Limited Use Permits

Background:

The EDC has been working on the necessary paperwork for the monument signs. Based on MnDOT’s review, a Limited Use Permit (LUP) had not previously been obtained to allow the signs to be placed in highway right-of-way. MDG LLC staff worked with Dan Phelps, Right-of-Way Coordinator, to develop the resolution and maps required for the permit.

The Limited Use Permit allows the signs to be placed in MnDOT right-of-way as long as the City continues maintenance. The LUP will only apply to the Hwy 5 entrance monument and a portion of the Hwy 212 east entrance monument.

Attached is the resolution containing language required by MnDOT and aerial maps showing the location. The permit needs to be in place before MnDOT will reimburse for the Landscape Partnership Program.

Suggested Motion:

A MOTION to approve the Resolution for the City of Norwood Young America Limited Use Permit with the State of Minnesota Department of Transportation for Entrance Monuments in the Rights-of-way of Trunk Highway 5 and US Highway 212.

RESOLUTION 2018-26
CITY OF NORWOOD YOUNG AMERICA LIMITED USE PERMIT
WITH THE STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
FOR ENTRANCE MONUMENTS IN THE RIGHTS- OF-WAY OF
TRUNK HIGHWAY 5 AND U.S. HIGHWAY 212

WHEREAS, the City of Norwood Young America is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Norwood Young America has approved a plan to replace existing entrance signs in the right-of way of Trunk Highway 5 and U.S. Highway 212 to beautify the entrances into the community; and

WHEREAS, the State of Minnesota, Department of Transportation requires a Limited Use Permit for the construction and maintenance of monument signs in the highway right-of-ways.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Norwood Young America, Carver County, Minnesota, hereby enters into a Limited Use Permit with the State of Minnesota, Department of Transportation for the following purposes:

To construct and maintain entrance monuments within the right- of- way of Trunk Highway 5 (TH 5) and U.S. Highway 212 of the State of Minnesota. The City of Norwood Young America shall construct and maintain said entrance monument signs in accordance with the Limited Use Permit granted by the Minnesota Department of Transportation.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the Limited Use Permit and any amendments to the Permit.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by City Council of the City of Norwood Young America at an authorized meeting held on the 23rd day of July, 2018, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2018
Notary Public _____
My Commission Expires _____
NOTARY STAMP

(Signature)

(Title)

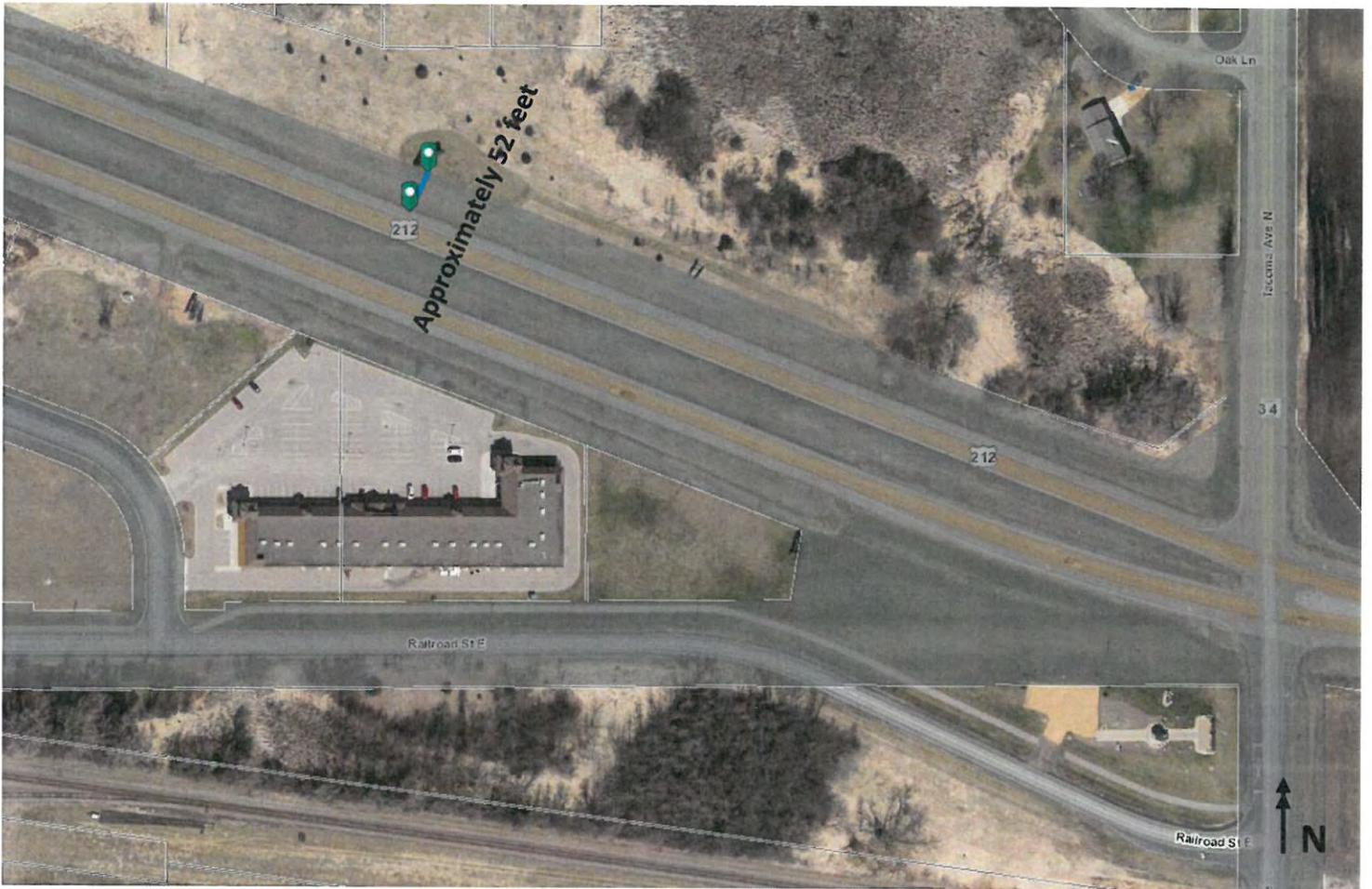
Norwood Young America Entrance Monuments

TH 5 Entrance Monument



Norwood Young America Entrance Monuments

US Hwy 212 Entrance Monument





DATE: July 23, 2018
MEMO TO: Mayor Lagergren and Council; City Administrator Helget
FROM: Holly J. Kreft, Economic Development Coordinator
RE: Agenda Item: Monuments Signs – Cooperative Agreement for MnDOT Community Roadside Landscape Partnership Fund

Background:

In December of 2017, the Council authorized MDG LLC to submit an application on behalf of the City for the MnDOT Community Roadside Landscape Partnership Fund for landscaping of the entrance monuments. Only landscaping located within MnDOT right-of-way is eligible for the fund, which in this case equates to 1/3 of the total amount. The west Hwy 212 sign is not located in or near right-of-way. The east Hwy 212 sign has a portion of the landscaping within right-of-way (estimated at 1/3). The Hwy 5 sign has the sign and majority of the landscaping within right-of-way (estimated at 2/3). The funds are reimbursed after the project is complete.

Todd Carroll, Senior Statewide Landscape Partnership Coordinator, attended the July 11th EDC meeting. At that meeting, he provided information about the program and landscaping plan developed in coordination with Sam Williams, Eagle Scout candidate. In order to have the project move forward in an expedited manner, Mr. Carroll suggested having the Council authorize execution of the Cooperative Agreement in advance of it being finalized.

Attached is an example of the Cooperative Agreement language. The final version will contain the information specific to the City of Norwood Young America's project.

Suggested Motion:

A MOTION to approve the Resolution Authorizing the Mayor and City Clerk to Execute a Cooperative Agreement with MnDOT for the Community Roadside Landscape Partnership Fund.

RESOLUTION 2018-27

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COOPERATIVE AGREEMENT WITH MNDOT FOR THE COMMUNITY ROADSIDE LANDSCAPE PARTNERSHIP FUND

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

WHEREAS, the Council authorized MDG LLC to submit an application for the Community Roadside Landscape Partnership Fund in December of 2017 for improvements made in 2018; and

WHEREAS, the application was approved; and

WHEREAS, MnDOT has the Community Roadside Landscape Partnership Fund available to reimburse communities for landscaping located within MnDOT right-of-way; and

WHEREAS, the City will enter into a Cooperative Agreement with MnDOT for the reimbursement of funds for landscaping improvements made within MnDOT right-of-way.

NOW THEREFORE, BE IT RESOLVED that the City Council of Norwood Young America, Carver County, Minnesota, authorizes the Mayor and City Clerk to execute the Cooperative Agreement on behalf of the City.

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

CITY OF NORWOOD YOUNG AMERICA

Carol Lagergren, Mayor

ATTEST:

Kelly Hayes, City Clerk/Treasurer

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF ST. PAUL
COOPERATIVE LANDSCAPING
AGREEMENT**

State Project Number (S.P.):	<u>6282-969D</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>94=104</u>	<u>\$8,000.00</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of St. Paul acting through its City Council ("City").

Recitals

1. The City will perform landscaping along Trunk Highway No. 94 within the City limits according to plans, specifications and special provisions designated as the "I-94 St. Anthony Avenue Community Landscape Partnership Plan" and as State Project No. 6282-969D (T.H. 94=104); and
2. The City requests the State participate in the acquisition costs of the landscape materials and the State is willing to participate in the acquisition costs of said landscaping materials according to the State's "Community Roadside Landscaping Partnership Program"; and
3. Minnesota Statutes § 161.20, subdivision 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.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled according to the Community Roadside Landscaping Partnership Program Project Application, on file in the State's Office of Environmental Stewardship and incorporated into this Agreement by reference.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.2. Right-of-Way, Easements and Permits; 2.3. Maintenance by the City; 6. Liability and Worker Compensation Claims; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated as the "I-94 St. Anthony Avenue Community Landscape Partnership Plan" and as State Project No. 6282-969D (T.H. 94=104) are on file in the office of the City and the State's office of Environmental Stewardship and are incorporated into this Agreement by reference ("Landscape Plans").
- 1.5. **Exhibits.** EXHIBIT "A" is attached and incorporated into this Agreement.

[The remainder of this page has been intentionally left blank]

2. Agreement Between the Parties

2.1. *Acquisition and Installation of Landscape Materials.*

- A. ***Acquisition and Installation.*** The City will acquire landscape materials and perform landscaping according to the Landscape Plans.
- B. ***Documents Furnished by the City.*** Within 7 days of ordering the landscape materials, the City will submit a copy of the purchase orders to the State's Landscape Partnership Program Coordinator in St. Paul.
- C. ***Control and Inspection of Landscape Materials.***
 - i. The landscape materials acquired under this Agreement will be under the control of the City; however the materials will be open to inspection by the State's authorized representatives. The City will give the State's Landscape Partnership Program Coordinator five days notice of its intention to receive delivery of the landscape materials.
 - ii. The City must verify that the nursery vendor has a valid nursery certificate as required by the Minnesota Department of Agriculture ("MDA"). Nursery stock originating outside Minnesota must have been certified under all applicable MDA and United States Department of Agriculture ("USDA") quarantines. Certification documents issued by the appropriate regulatory official at origin must accompany all nursery stock shipments, including but not limited to, USDA quarantines for Gypsy Moth, Phytophthora ramorum, Emerald Ash Borer and Black Stem Rust. MDA Japanese Beetle Quarantine nursery stock from Minnesota must be inspected and certified to be free of harmful plant pests, but is not subject to MDA external Japanese Beetle Quarantine.
- D. ***Protecting and Locating Utilities.*** The City will preserve and protect all utilities located on lands covered by this Agreement, without cost to the State. As required by Minnesota Statute 216D, the City will notify Gopher State One Call System (www.gopherstateonecall.org) (1-800-252-1166) at least 48 hours before any excavation is done on this project.
- E. ***Restore Right-of-Way.*** Upon completion of the installation of landscape materials and after performing any ongoing maintenance operations, the City will restore all disturbed areas of State Right-Of-Way so as to perpetuate satisfactory drainage, erosion control and aesthetics.
- F. ***Completion of Acquisition and Installation.*** The City will cause the acquisition and installation of the landscape materials to be started and completed according to the time schedule in the Community Roadside Landscaping Partnership Program Project Application. The completion date for the acquisition and installation of the landscape materials may be extended, by an exchange of letters between the appropriate City official and the State's Landscape Partnership Program Coordinator, for unavoidable delays encountered in the performance of the acquisition and installation of the landscape materials.
- G. ***Compliance with Laws, Ordinances, Regulations.*** The City will comply with all Federal, State and Local laws, and all applicable ordinances and regulations in connection with the acquisition and installation of the landscape materials.

2.2. *Right-of-Way, Easements and Permits.*

- A. The City is authorized to work on State right-of-way for the purposes of installing and maintaining the landscape materials, including any necessary replacement of landscape materials that fail to survive. All suppliers, contractors or volunteers under the direction of the City, occupying the State's Right-Of-Way must be provided with and wear required reflective clothing.
- B. The City's use of State right-of-way will in no way impair or interfere with the safety or convenience of the traveling public in its use of the highway and any use of State Right-Of-Way under this Agreement will remain subordinate to the right of the State to use the property for highway and transportation

purposes. No advertising signs or devices of any form or size will be constructed or be permitted to be constructed or placed upon State Right-Of-Way. This Agreement does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become subject to Section 4(f) of the Federal Aid Highway Act of 1968.

- C. The City will obtain all construction permits and any other permits and sanctions that may be required in connection with the installation of the landscape materials without cost to the State.

2.3. **Maintenance by the City.** The City will provide for the maintenance of the landscaping without cost to the State. Maintenance includes, but is not limited to, weeding and pruning, and removal and replacement of all materials that fail to survive. Criteria for maintenance and replacement are shown and described in EXHIBIT "A", Maintenance Responsibilities Plan and Schedule.

3. State Cost and Payment by the State

3.1. **Basis of State Cost.** The State's complete share of the costs of the landscaping is the delivered cost of the landscaping materials acquired according to the Landscape Plans.

3.2. **Estimated State Cost and Maximum Obligation.** The estimated cost of the landscape materials acquisition is **\$8,000.00**. The maximum obligation of the State under this Agreement will not exceed **\$10,000.00**, unless the maximum obligation is increased by amendment to this Agreement.

3.3. **Conditions of Payment.** The State will pay the City the delivered cost of the landscape materials, not to exceed the maximum obligation, after the following conditions have been met:

- A. Encumbrance by the State of the State's total cost share.
- B. Execution of this Agreement and transmittal to the City.
- C. Receipt by the State's Landscape Partnership Program Coordinator, from the City, of the following:
 - i. Copies of the purchase orders for the landscape materials, as provided for in Section 2.1.B of this Agreement.
 - ii. Written request for payment, accompanied by copies of supplier invoices for the landscape materials acquisition and delivery.
- D. Receipt of a memo, from the State's Landscape Partnership Program Coordinator, verifying that the landscaping has been completed and recommending reimbursement.

4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

4.1. The State's Authorized Representative will be:

Name/Title: Todd Carroll, Landscape Partnership Program Coordinator (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 686, St. Paul, MN 55155
 Telephone: (651) 366-4617
 E-Mail: todd.carroll@state.mn.us

4.2. The City's Authorized Representative will be:

Name/Title: Eriks Ludins, Right Of Way Manager (or successor)
 Address: 891 North Dale Street, St. Paul, MN 55103
 Telephone: (651) 266-9810
 E-Mail: eriks.ludins@ci.stpaul.mn.us

5. Assignment; Amendments; Waiver; Contract Complete

- 5.1. *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2. *Amendments.*** Any amendment to this Agreement 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 Agreement, or their successors in office.
- 5.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability; Worker Compensation Claims

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

7. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement 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 must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and

effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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EXAMPLE

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

CITY OF ST. PAUL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(Landscape Partnership Program Coordinator)

By: _____
(District Engineer)

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

EXAMPLE

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

EXHIBIT "A"

Maintenance Responsibilities Plan and Schedule

Table 1a. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	PRUNING		WEED CONTROL	FERTILIZATION See Table 5, Fertilization Schedule
	When To	Type Of		
Evergreen Trees	Anytime - Dry	Corrective and Deadwood Removal	Maintain mulch at 3" minimum around trees in mowed areas, keep weed free.	Yes
Shade Trees	Anytime - Dry*	Training and Corrective		Yes
Ornamental Trees	Winter**	Corrective		Yes
Evergreen Shrubs	Anytime - Dry	Deadwood Removal		Yes
Deciduous Shrubs	Dormant	Corrective and Renewal	Maintain minimum 3" woodchip mulch in a weed free condition until shrub crown closure.	Yes
Vines	Dormant	Deadwood Removal		No
Groundcovers				

* Do not prune oaks during April, May and June. Do not prune Honeylocust while dormant or when humid or wet.

** Do not prune apples, crabapples or Mountain Ash during April, May and June.

TABLE 1b. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	WATERING	INSECT AND DISEASE CONTROL	RODENT PROTECTION	REMOVALS AND REPLACEMENTS
Evergreen Trees	Yes until established (2 yrs.).	As needed.	Yes - Pine Only	Remove all dead plants. Replace dead or dying plants unless the lost plants do not noticeably compromise the visual appearance or design intent.
Shade Trees			Yes	
Ornamental Trees	Supplemental watering may be needed during drought periods (especially during July and August) even after plants are established.	Remove diseased plants that pose threats to adjacent plantings.	Yes	
Evergreen Shrubs			No*	
Deciduous Shrubs			No*	
Vines			No*	
Groundcovers			No*	

* Rodent protection is generally not practical for mass shrub plantings, maintaining clean mulched planting areas free of weed growth will reduce problems. Mowed turf in formal planting areas will help reduce rodent problems.

TABLE 2a. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	January	February	March	April	May	June
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch				OXX	XXXX	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscald Protection				Remove wrap*		
Watering	During first and second growing seasons approximately once a week or as needed to maintain adequate but not excessive soil moisture.					
Maintain Rodent Protection	O000	O000	O000	O000	O000	O000
Turf Maintenance Mowing					OOX	XXXX
Mower Damage Prevention				X	XXXX	XXXX
Replanting Evergreen Trees Deciduous Trees Container Plants Turf				OXX OXX XXX O	XXO XXXX XXXX XXXX	XXXO XXOO

X - Optimum Time O - Less than Optimum Time

* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 2b. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	July	August	September	October	November	December
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch	XXXX	XXXX	XXXX	XXXX	OO	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscald Protection				Apply or maintain paint. Install wrap*.		
Watering	During first and second growing seasons approximately once a week or as needed.					
Maintain Rodent Protection	OOOO	OOOO	XXXX	XXXX	XOOO	OOOO
Turf Maintenance Mowing	XXXX	XXXX	XXXX	XXOO		
Mower Damage Prevention	XXXX	XXXX	XXXX	XXOO		
Replanting Evergreen Trees Deciduous Trees Container Plants Turf		OX	XXXO			
	OOOO	OOOX	XXXO	OXXX	XO	
	OOOO	OOXX	XXXX	OO		

X - Optimum Time O - Less than Optimum Time

* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 3. DESCRIPTIONS OF TYPES OF PRUNING

TYPES OF PRUNING	WHEN TO PRUNE	DESCRIPTION
Disease Removal	After Diagnosis	Removal of fungal bacterial growths. Sterilize pruners between cuts.
Deadwood Removal	See Table 1	Removal of dead branches, normally from the interior portion of the crown.
Training	See Table 1	Maintaining the central leaders and acceptable symmetry in evergreen, shade and ornamental trees. Removal of suckers and water sprouts.
Corrective	See Table 1	Removal of storm-damaged, vehicle-damaged or vandalized limbs.
Renewal	See Table 1	Removing all top growth at or near the ground line and remulch. Or removal of 1/3 of the oldest stems at the ground line.

TABLE 4. WEED CONTROL METHODS - INTEGRATED APPROACH

METHOD	CATEGORY		
	TREES	SHRUB BEDS	TURF
Replanting - Filling Voids		X	X
Fertilization	X	X	X
Remulch*	X	X	X
Herbicides	X	X	X
Weed Whip	No	X	

* Wood chip mulch should be replenished around shade trees and low growing shrubs every 3-5 years. Place mulch to a 4" depth. Mulching will help control weeds, reduce mower damage and conserve moisture.

TABLE 5. FERTILIZATION SCHEDULE

CATEGORY	FREQUENCY	TIME OF APPLICATION	ANALYSIS **	RATE
Mowed Turf	Every 3 Years	April or October	23-0-30	1 lb (N)/1000 sq. ft.
Shrub Beds*	Every 3 Years	October or April	23-0-30	1 lb (N)/1000 sq. ft.
Shade Trees*	Every 3 Years	October or April	23-0-30	.5 lbs/1 Cu. Yd. of soil

Note: Do not fertilize trees and turf during the same season. Offset tree fertilization by one season in order to prevent fertilizer burn on turf.

* Plants that fix nitrogen, like Silver Buffaloberry, Caragana, Honeylocust, Russian Olive or other legumes, should not be fertilized except under special conditions. Tall shrubs do not need to be fertilized if leaf color remains normal.

** Analysis will be allowed within the following ranges: N (16-24) – P (0) – K (20-30).

CITY OF ST. PAUL

RESOLUTION

IT IS RESOLVED that the City of St. Paul enter into MnDOT Agreement No. 1003241 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the acquisition of landscape materials to be placed adjacent to Trunk Highway No. 94 from Beacon Avenue to Fry Street under State Project No. 6282-969D (T.H. 94=104).

IT IS FURTHER RESOLVED that the Mayor and the _____ are
(Title)
authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of St. Paul at an authorized meeting held on the _____ day of _____, 2016, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2016

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)