



CITY COUNCIL AGENDA

August 27, 2018 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

WORK SESSION

1. Call Meeting of City Council Work Session to Order
 2. Approve Agenda
 - 2.1 Review Request for City of Norwood Young America to take over ownership of Forest Hill Cemetery
 3. Adjournment
-

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
 - 1.1 Pledge of Allegiance
 2. Approve Agenda
 - 2.1 Approve minutes of July 23, 2018 meeting
 3. Adjournment
-

CITY COUNCIL

1. Call Meeting of City Council to Order
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
 - 3a. Minnesota Representative Jim Nash
4. Consent Agenda
(NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
 - 4.1 Approve minutes of July 9, 2018 meeting
 - 4.2 Approve payment of Claims
 - 4.3 Approve Street Closing Request on Preserve Boulevard
 - 4.4 Accept Fire Fighter Resignation – Justin Nelson
 - 4.5 Accept Joey Cano, Public Service Technician Resignation
5. Public Hearings
6. Old Business
7. New Business
 - 7.1 Consider Approval of Resolution 2018-28, Vickerman Company Parking Lot Variance
 - 7.2 Consider Adoption of Ordinance No. 306, Subdivision Code Amendments and approval of Summary Publication
 - 7.3 Consider Adoption of Ordinance No. 307, Request to allow Residential Uses on First Floor in the C-3, Downtown District and approval of Summary Publication
 - 7.4 Approve Amendment to Metropolitan Council Local Planning Assistance Program Grant Agreement
 - 7.5 Schedule Public Hearing for Ordinance No. 308, Mediacom Franchise Agreement

7.6 Schedule Public Hearing or Adopt Ordinance No. 309, Northern States Power Company Franchise Agreement

7.7 Approve Information Technology Agreement with Marco

7.8 Brand Lake Highlands Open Space Easement

8. Council Member & Mayor Reports

9. Adjournment

The following informational items have been included in the Council packet for informational purposes, council review and discussion. No action is required by the City Council.

UPCOMING MEETINGS / EVENTS

August 29	Special City Council meeting – 2019 Preliminary Budget – 6:00 p.m.
September 3	Labor Day – City Offices Closed
September 4	Special City Council meeting – 2019 Preliminary Budget – 6:00 p.m.
September 5	Planning Commission – 6:00 p.m.
September 6	2040 Comprehensive Plan Steering Committee – 6:00 p.m.
September 10	Personnel Committee – 5:00 p.m.
September 10	City Council – 6:00 p.m.
September 12	EDC – 6:30 p.m.
September 18	Parks and Recreation Commission – 5:30 p.m.
September 19	Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:00 p.m.
September 20	Senior Advisory Committee – 9:00 a.m.
September 24	Work Session, EDA, City Council – 6:00 p.m.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: August 27, 2018

SUBJECT: Work Session – Proposal for City of Norwood Young America to take over ownership of the Forest Hill Cemetery

=====

Enclosed is a letter from Paul Melchert, Melchert, Hubert, Sjodin Attorneys at Law, requesting the City of Norwood Young America consider taking over ownership and maintenance of the Forest Hill Cemetery. As Mr. Melchert states, there are currently no living board members of the Forest Hill Cemetery Association.

Discussion Items:

1. Process for transferring the cemetery to the City
2. Limited map identifying grave sites
3. Existing Maintenance Fund and City upkeep of Lots
4. City liability to maintaining cemetery



EDA MINUTES

July 23, 2018 – 6:00 p.m.

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

ABSENT: Carol Lagergren

STAFF: Steve Helget – City Administrator, Kelly Hayes – City Clerk / Treasurer

OTHERS: Chris Kammeier, Arielle Brandenburg, Thereice Peterman, Kevin Wollum, Jo Foust

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order

1.1 Pledge of Allegiance

Meeting was called to order by Vice President Stolz at 6:07pm.

2. Approve Agenda

2.1 Approve minutes of June 25, 2018 meeting

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

Motion: CH/MM to approve the minutes of June 25, 2018. Vote 4 – 0. Motion carried.

3. Adjournment

Motion: MM/CS to adjourn at 6:08pm. Vote 4 – 0. Motion carried.

Carol Lagergren, Mayor

Kelly Hayes, City Clerk / Treasurer



CITY COUNCIL MINUTES
August 13, 2018 – 6:00 p.m.
City Council Meeting

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

STAFF: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes

OTHERS: Ed Post, Arielle Brandenburg, Julie Frick

1. Call Meeting of City Council to Order

1.1 Pledge of Allegiance

Meeting was called to order by Mayor Lagergren at 6:00pm with all members present.

2. Approve Agenda

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

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

Resident Arielle Brandenburg brought forth a request to have solar lights be put around the path at Prairie Dawn Park.

4. Consent Agenda

4.1 Approve minutes of July 23, 2018 City Council meetings and July 18, 2018 Joint meeting

4.2 Approve payment of claims

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

5. Public Hearings

6. Old Business

6.1 Update on Southwest Paving CUP Compliance

Southwest Paving employee, Ed Post, was in attendance and gave an update of what he had planted so far. There are currently 7 trees that still need to be planted and 50% of the shrubs. Mr. Post asked if this could satisfy the CUP. Because this wasn't the original CUP, the Council said it would need to be brought forth to the Planning Commission. Mr. Post said that he would do that.

Motion: MM/CS to extend the deadline for Southwest Paving to come into full compliance for their CUP by May 31, 2019; grass needs to be put in this fall. Vote 5 – 0. Motion carried.

7. New Business

7.1 Consider Multi-Way Stop Request at Preserve Boulevard and Quail Road

At the last City Council meeting, a resident requested a three-way stop at Preserve and Quail in hopes that it would slow people down that are speeding. Helget contacted Carver County and Bolton & Menk. Jake Salisbury from Bolton & Menk offered some guidelines and recommended that the multi-way stop be put at Preserve and Barnes Lake Drive instead. The reason is because of heavier traffic at that intersection.

Motion: CH/CS to install a multi-way stop at the intersection of Preserve and Barnes Lake Drive. Vote 5 – 0. Motion carried.

7.2 Consider Multi-Way Stops Request on Lakewood Trail

Resident Arielle Brandenburg brought forth safety concerns on Lakewood Trail also. Jake Salisbury of Bolton & Menk recommended a multi-way stop at the intersection of Meadow and Lakewood Trail.

Motion: CH/MM to install a multi-way stop at Meadows and Lakewood Trail. Vote 5 – 0. Motion carried.

Besides stop signs, speed limit signs, crosswalks and pedestrian signs will be installed. The council recommends that the deputy enforce the speed limit (not just educate) in hopes that people will take this seriously and stop speeding. Council also recommends that if residents see someone speeding that they get the license plate number and contact the Carver County Sheriff's Office.

7.3 Consider Carver County CDA Home Purchase Request

The CDA, along with school districts throughout Carver County, is looking at purchasing homes throughout Carver County for homeless or at-risk homeless families. These homes are considered rentals and the tenants pay 30% of their income as rent to the CDA. These homes no longer are on the property tax roll.

Motion: DS/CS to authorize the Carver County CDA, in partnership with Central Public Schools, to pursue the purchase of a house in Norwood Young America. Vote 5 – 0. Motion carried.

7.4 Approve The Preserve 5th Addition Irrevocable Letter of Credit Reduction Request

In accordance with the development agreement, a reduction in the letter of credit may be requested following the first lift of pavement in an amount equal to 100% of the cost of improvements to the developer. The first lift has been completed.

Motion: CS/DS to approve reducing the Loomis Homes Irrevocable Letter of Credit to \$234,000 upon receipt of said Irrevocable Letter of Credit. Vote 5 – 0. Motion carried.

7.5 Approve Entrance Monument Signs – Monuments Setting/Installation; Sign Facing Logo Installation; Concrete Alternative Option

A crane will be needed to set the monument signs. Three companies submitted quotes for installation: Storms Welding \$11,570, Simon Brick & Stone \$29,760, Deming Construction \$57,000. A separate installation cost of \$1,668 from JIT Companies is needed to install the logo on each monument. Charlie Storms submitted an option to use sono-tubes and concrete beams instead of just a concrete base.

Motion: CH/MM to award the sign monuments setting/installation to Storms Welding & Mfg in the amount of \$11,570. Vote 4 – 0, CS abstaining. Motion carried.

Motion: DS/CH to award the monument sign face logo installation to JIT Companies in the amount of \$1,668. Vote 5 – 0. Motion carried.

Motion: MM/CH to hire Storms Welding & Mfg to create a post and beam concrete specification and have Bolton & Menk approve said specification. Vote 4 – 0, CS abstaining. Motion carried.

7.6 Schedule Public Hearing to consider City Code Amendment – Section 1265, Restricting use of City Official Seals and Logos

Motion: MM/DS to schedule a public hearing for 6:00pm, September 10, 2018, for the purpose of considering an ordinance adding a new section 1265 to the City Code relating to enforcement. Vote 5 – 0. Motion carried.

7.7 Approve City Hall Security Camera Systems

Hayes obtained quotes from three companies for four security cameras to be installed in City Hall. Due to the cost, staff recommend to purchase cameras online and self-install as they did with the cameras at the Pavilion and at the pool.

Motion: CH/MM to approve staff to purchase a security system not to exceed \$749. Vote 5 – 0. Motion carried.

7.8 Schedule Special City Council Meetings – 2019 Preliminary Budget

Motion: CH/CS to schedule 2019 budget meetings on August 29, 2018 and September 4, 2018 at 6:00pm. Vote 5 – 0. Motion carried.

8. Council Member & Mayor Reports

CH- Planning Commission has one opening. Vickerman requested setback for parking lot. Reviewed park land dedication requirements and ordinance regarding C3 downtown requirements. September meeting will be September 5th instead of the 4th.

MM- EDC looking at new banners for downtowns. The Flame is being remodeled and looking forward to ribbon cuttings for new businesses. Stiftungsfest is still looking for volunteers. Go to the website to sign up.

DS- Artillery piece moved in on Friday. Wm Mueller & Sons donated transportation to get the piece from up north.

CS- One opening on the Park's Commission.

CL- Personnel reviewing staff salaries. We are looking for bus drivers. Tour de Tonka was canceled due to weather.

UPCOMING EVENTS

August 18 Minn-e-Rodd Pull and Bean Bag Tournament

August 24-26 Stiftungsfest

9. Adjournment

Motion: MM/CH to adjourn at 7:31pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Carol Lagergren, Mayor

Kelly Hayes, City Clerk / Treasurer



VOUCHER LIST / CLAIMS ROSTER
and CHECK SEQUENCE

To Be Approved: August 27, 2018

ITEM	CHECK #		
Payroll 8/23/18	EFT	\$	20,909.08
Claims Pending Payment	28402 - 28440	\$	101,722.32
			<hr/>
		\$	122,631.40

TOTAL

CITY OF NORWOOD YOUNG AMERICA

08/23/18 12:25 PM

Page 1

Payments

Current Period: AUGUST 2018

Batch Name 08/27/18

Payment

Computer Dollar Amt \$101,722.32 Posted

Refer 0 A-1 ELECTRIC SERV OF WACONIA Ck# 028402 8/27/2018

Cash Payment E 275-42200-542 FD Equipment waste water treatment plant \$940.96

Invoice 20949 8/4/2018

Transaction Date 8/16/2018 Due 0 CHECKING 10100 Total \$940.96

Refer 0 NYA TIMES Ck# 028427 8/27/2018

Cash Payment E 421-41960-350 Print/Publishing/Postage TIF \$26.46

Invoice 622856 8/9/2018

Cash Payment E 422-41960-350 Print/Publishing/Postage TIF \$26.46

Invoice 622856 8/9/2018

Cash Payment E 423-41960-350 Print/Publishing/Postage TIF \$26.46

Invoice 622856 8/9/2018

Cash Payment E 424-41960-350 Print/Publishing/Postage TIF \$26.46

Invoice 622856 8/9/2018

Cash Payment E 425-41960-350 Print/Publishing/Postage TIF \$26.46

Invoice 622856 8/9/2018

Transaction Date 8/16/2018 Due 0 CHECKING 10100 Total \$132.30

Refer 0 XCEL ENERGY Ck# 028440 8/27/2018

Cash Payment E 601-49400-381 Electric Utilities \$2,520.17

Invoice 602372905 8/6/2018

Transaction Date 8/16/2018 Due 0 CHECKING 10100 Total \$2,520.17

Refer 0 CENTER POINT Ck# 028407 8/27/2018

Cash Payment E 101-41940-383 Gas Utilities \$40.75

Invoice 080818 8/8/2018

Cash Payment E 101-45500-383 Gas Utilities \$17.62

Invoice 080818 8/8/2018

Cash Payment E 601-49400-383 Gas Utilities \$67.90

Invoice 080818 8/8/2018

Cash Payment E 602-49450-383 Gas Utilities \$19.55

Invoice 080818 8/8/2018

Transaction Date 8/16/2018 Due 0 CHECKING 10100 Total \$145.82

Refer 0 LENZ, DEBRA Ck# 028421 8/27/2018

Cash Payment E 101-41400-331 Travel/Meeting Expense \$30.76

Invoice 081018 8/10/2018

Cash Payment E 601-49400-331 Travel/Meeting Expense \$30.76

Invoice 081018 8/10/2018

Cash Payment E 602-49450-331 Travel/Meeting Expense \$30.77

Invoice 081018 8/10/2018

Transaction Date 8/16/2018 Due 0 CHECKING 10100 Total \$92.29

Refer 0 EHLERS AND ASSOCIATES, INC Ck# 028412 8/27/2018

Cash Payment E 101-41500-305 Other Professional Fees \$2,375.00

Invoice 77614 8/7/2018

Transaction Date 8/16/2018 Due 0 CHECKING 10100 Total \$2,375.00

Refer 0 QUILL CORPORATION Ck# 028430 8/27/2018

CITY OF NORWOOD YOUNG AMERICA

08/23/18 12:25 PM

Page 2

Payments

Current Period: AUGUST 2018

Cash Payment	E 101-49305-430 Miscellaneous					\$49.99
Invoice	9041724	8/2/2018				
Transaction Date	8/16/2018	Due 0	CHECKING	10100	Total	\$49.99
Refer	0 KRANZ, JUDY					
					Ck# 028419 8/27/2018	
Cash Payment	E 101-45200-432 Refund				REFUND-CLAY BUILDING	\$125.00
Invoice	060518	8/14/2018				
Transaction Date	8/16/2018	Due 0	CHECKING	10100	Total	\$125.00
Refer	0 HARMS, JACCI					
					Ck# 028415 8/27/2018	
Cash Payment	E 101-45200-432 Refund				REFUND-LIONS SHELTER	\$125.00
Invoice	070518	8/14/2018				
Transaction Date	8/16/2018	Due 0	CHECKING	10100	Total	\$125.00
Refer	0 KLEINBANK					
					Ck# 028418 8/27/2018	
Cash Payment	G 101-21718 HSA ACCOUNT					\$1,293.33
Invoice	081318	8/13/2018				
Transaction Date	8/16/2018	Due 0	CHECKING	10100	Total	\$1,293.33
Refer	0 CITIZEN STATE BANK HSA ACCTS					
					Ck# 028408 8/27/2018	
Cash Payment	G 101-21718 HSA ACCOUNT					\$1,166.66
Invoice	081318	8/13/2018				
Transaction Date	8/16/2018	Due 0	CHECKING	10100	Total	\$1,166.66
Refer	0 MID COUNTRY BANK					
					Ck# 028423 8/27/2018	
Cash Payment	G 101-21718 HSA ACCOUNT					\$453.33
Invoice	081318	8/13/2018				
Transaction Date	8/16/2018	Due 0	CHECKING	10100	Total	\$453.33
Refer	0 STATE BANK OF HAMBURG					
					Ck# 028434 8/27/2018	
Cash Payment	G 101-21718 HSA ACCOUNT					\$533.33
Invoice	081318	8/13/2018				
Transaction Date	8/16/2018	Due 0	CHECKING	10100	Total	\$533.33
Refer	0 NYA TIMES					
					Ck# 028427 8/27/2018	
Cash Payment	E 101-49800-330 Transportation Expense				Bus driver ad	\$175.73
Invoice	623302	8/12/2018				
Transaction Date	8/21/2018	Due 0	CHECKING	10100	Total	\$175.73
Refer	0 HEALTH PARTNERS					
					Ck# 028416 8/27/2018	
Cash Payment	G 101-21706 Hospitalization/Medical Ins					\$9,146.68
Invoice	83321635	8/9/2018				
Transaction Date	8/21/2018	Due 0	CHECKING	10100	Total	\$9,146.68
Refer	0 QUILL CORPORATION					
					Ck# 028430 8/27/2018	
Cash Payment	E 101-41400-200 Office Supplies					\$139.98
Invoice	9378794	8/15/2018				
Transaction Date	8/21/2018	Due 0	CHECKING	10100	Total	\$139.98
Refer	0 MN DEPARTMENT OF HEALTH					
					Ck# 028426 8/27/2018	
Cash Payment	G 601-20281 MDH FEE				annual drinking water fee	\$2,158.00
Invoice	2018	8/20/2018				
Transaction Date	8/21/2018	Due 0	CHECKING	10100	Total	\$2,158.00
Refer	0 DELTA DENTAL					
					Ck# 028409 8/27/2018	

CITY OF NORWOOD YOUNG AMERICA

08/23/18 12:25 PM

Page 3

Payments

Current Period: AUGUST 2018

Cash Payment	G 101-21714 Dental Insurance					\$1,106.85
Invoice	7383792	8/15/2018				
Transaction Date	8/21/2018	Due 0	CHECKING	10100	Total	\$1,106.85
Refer	0 XCEL ENERGY			<u>Ck# 028440 8/27/2018</u>		
Cash Payment	E 101-41940-381 Electric Utilities					\$2,427.49
Invoice	081318	8/13/2018				
Cash Payment	E 101-42200-381 Electric Utilities					\$703.37
Invoice	081318	8/13/2018				
Cash Payment	E 101-42500-381 Electric Utilities					\$11.76
Invoice	081318	8/13/2018				
Cash Payment	E 101-43100-380 Street Lighting					\$3,898.00
Invoice	081318	8/13/2018				
Cash Payment	E 101-43100-381 Electric Utilities					\$453.26
Invoice	081318	8/13/2018				
Cash Payment	E 101-45200-381 Electric Utilities					\$917.32
Invoice	081318	8/13/2018				
Cash Payment	E 101-45500-381 Electric Utilities					\$1,626.42
Invoice	081318	8/13/2018				
Cash Payment	E 601-49400-381 Electric Utilities					\$352.11
Invoice	081318	8/13/2018				
Cash Payment	E 602-49450-381 Electric Utilities					\$3,509.43
Invoice	081318	8/13/2018				
Cash Payment	E 101-49860-381 Electric Utilities					\$787.30
Invoice	081318	8/13/2018				
Transaction Date	8/21/2018	Due 0	CHECKING	10100	Total	\$14,686.46
Refer	0 FEDERAL SIGNAL CORPORATION			<u>Ck# 028413 8/27/2018</u>		
Cash Payment	E 275-42200-542 FD Equipment					\$11,493.00
Invoice	6917723	6/12/2018				
Transaction Date	8/21/2018	Due 0	CHECKING	10100	Total	\$11,493.00
Refer	0 CARVER COUNTY CDA			<u>Ck# 028406 8/27/2018</u>		
Cash Payment	E 420-41960-710 Residual Equity Transfer			TIF district No. 2-1		\$4,869.00
Invoice	TIF refund	8/27/2018				
Transaction Date	8/21/2018	Due 0	CHECKING	10100	Total	\$4,869.00
Refer	0 CARDMEMBER SERVICE			<u>Ck# 028404 8/27/2018</u>		
Cash Payment	E 101-49860-251 Concessions					\$761.79
Invoice	080618	8/6/2018				
Cash Payment	E 101-41320-350 Print/Publishing/Postage					\$24.76
Invoice	080618	8/6/2018				
Cash Payment	E 101-41110-433 Dues and Subscriptions					\$59.95
Invoice	080618	8/6/2018				
Cash Payment	E 101-49860-200 Office Supplies					\$37.56
Invoice	080618	8/6/2018				
Cash Payment	E 101-41400-200 Office Supplies					\$21.26
Invoice	080618	8/6/2018				
Cash Payment	E 101-41300-430 Miscellaneous					\$131.93
Invoice	080618	8/6/2018				
Cash Payment	E 101-43100-321 Telephone					\$6.49
Invoice	080618	8/6/2018				

CITY OF NORWOOD YOUNG AMERICA

08/23/18 12:25 PM

Page 4

Payments

Current Period: AUGUST 2018

Cash Payment	E 101-49860-223 Repair/Maintenance Bldg					\$434.85
Invoice 080618	8/6/2018					
Cash Payment	E 602-49450-210 Operating Supplies					\$168.77
Invoice 080618	8/6/2018					
Cash Payment	E 101-43100-226 Signs					\$97.63
Invoice 080618	8/6/2018					
Cash Payment	E 601-49400-207 Training Instructional					\$360.00
Invoice 080618	8/6/2018					
Cash Payment	E 602-49450-207 Training Instructional					\$360.00
Invoice 080618	8/6/2018					
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$2,464.99
Refer	0 PEACE VILLA					
						<u>Ck# 028429 8/27/2018</u>
Cash Payment	E 407-41960-455 Refunds/Reimbursement 2018 June TIF					\$25,363.83
Invoice 6/18TIF	8/21/2018					
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$25,363.83
Refer	0 DPC INDUSTRIES INC					
						<u>Ck# 028411 8/27/2018</u>
Cash Payment	E 602-49450-216 Chemicals and Chem Pr					\$540.99
Invoice 827001491-18	8/8/2018					
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$540.99
Refer	0 DPC INDUSTRIES INC					
						<u>Ck# 028411 8/27/2018</u>
Cash Payment	E 101-49860-216 Chemicals and Chem Pr					\$81.50
Invoice 827001486-18	8/8/2018					
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$81.50
Refer	0 SUN LIFE ASSURANCE COMPANY					
						<u>Ck# 028436 8/27/2018</u>
Cash Payment	G 101-21707 Disability Insurance					\$371.75
Invoice 081418	8/14/2018					
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$371.75
Refer	0 UNUM LIFE INSURANCE CO					
						<u>Ck# 028438 8/27/2018</u>
Cash Payment	G 101-21715 Life Ins					\$55.55
Invoice 0421562-001 7	8/14/2018					
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$55.55
Refer	0 UNUM LIFE INSURANCE CO					
						<u>Ck# 028438 8/27/2018</u>
Cash Payment	G 101-21715 Life Ins					\$62.29
Invoice 0421563-001 4	8/14/2018					
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$62.29
Refer	0 CARVER COUNTY					
						<u>Ck# 028405 8/27/2018</u>
Cash Payment	E 101-41940-321 Telephone					-\$35.42
Invoice 2050	8/14/2018					
Cash Payment	E 601-49400-321 Telephone					\$97.14
Invoice 2050	8/14/2018					
Cash Payment	E 602-49450-321 Telephone					\$57.14
Invoice 2050	8/14/2018					
Cash Payment	E 101-42200-321 Telephone					-\$132.38
Invoice 2050	8/14/2018					
Cash Payment	E 101-43100-321 Telephone					\$48.00
Invoice 2050	8/14/2018					

CITY OF NORWOOD YOUNG AMERICA

08/23/18 12:25 PM

Page 5

Payments

Current Period: AUGUST 2018

Cash Payment	E 101-45200-321 Telephone				\$20.57
Invoice	2050	8/14/2018			
Cash Payment	E 101-49860-321 Telephone				\$30.84
Invoice	2050	8/14/2018			
Cash Payment	E 101-41940-321 Telephone				\$125.71
Invoice	2050	8/14/2018			
Cash Payment	E 101-41300-321 Telephone				\$26.77
Invoice	2050	8/14/2018			
Cash Payment	E 101-41320-321 Telephone				\$26.77
Invoice	2050	8/14/2018			
Cash Payment	E 101-41400-321 Telephone				\$26.76
Invoice	2050	8/14/2018			
Cash Payment	E 101-46500-321 Telephone				\$8.92
Invoice	2050	8/14/2018			
Cash Payment	E 101-42100-321 Telephone				\$44.62
Invoice	2050	8/14/2018			
Cash Payment	E 101-45500-321 Telephone				\$44.62
Invoice	2050	8/14/2018			
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total \$390.06
Refer	0	A-1 ELECTRIC SERV OF WACONIA	Ck# 028402	8/27/2018	
Cash Payment	E 602-49450-223 Repair/Maintenance Bldg				\$272.55
Invoice	20944	8/4/2018			
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total \$272.55
Refer	0	PAINTERS GEAR INC	Ck# 028428	8/27/2018	
Cash Payment	E 101-43100-221 Repair/Maintenance Equi	Line Lazer painter			\$806.74
Invoice	46745	7/9/2018			
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total \$806.74
Refer	0	MINI BIFF	Ck# 028424	8/27/2018	
Cash Payment	E 101-45200-418 Other Rentals (Biffs)				\$110.16
Invoice	A-98069	8/10/2018			
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total \$110.16
Refer	0	MINI BIFF	Ck# 028424	8/27/2018	
Cash Payment	E 101-45200-418 Other Rentals (Biffs)				\$191.76
Invoice	A-98056	8/10/2018			
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total \$191.76
Refer	0	MINI BIFF	Ck# 028424	8/27/2018	
Cash Payment	E 101-45200-418 Other Rentals (Biffs)				\$110.16
Invoice	A-98057	8/10/2018			
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total \$110.16
Refer	0	DHOORE, PAUL	Ck# 028410	8/27/2018	
Cash Payment	E 602-49450-207 Training Instructional				\$35.70
Invoice	080818	8/8/2018			
Cash Payment	E 601-49400-207 Training Instructional				\$35.70
Invoice	080818	8/8/2018			
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total \$71.40
Refer	0	HORIZON COMMERCIAL POOL SU	Ck# 028417	8/27/2018	

CITY OF NORWOOD YOUNG AMERICA

08/23/18 12:25 PM

Page 6

Payments

Current Period: AUGUST 2018

Cash Payment	E 101-49860-223 Repair/Maintenance Bldg					\$135.72
Invoice	180724130	7/31/2018				
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$135.72
Refer	0 MINNESOTA VALLEY TESTING LA	Ck# 028425	8/27/2018			
Cash Payment	E 602-49450-217 Lab Fees					\$36.20
Invoice	932389	8/9/2018				
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$36.20
Refer	0 MINNESOTA VALLEY TESTING LA	Ck# 028425	8/27/2018			
Cash Payment	E 602-49450-217 Lab Fees					\$36.20
Invoice	933470	8/16/2018				
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$36.20
Refer	0 MINNESOTA VALLEY TESTING LA	Ck# 028425	8/27/2018			
Cash Payment	E 602-49450-217 Lab Fees					\$93.00
Invoice	932741	8/13/2018				
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$93.00
Refer	0 MAYER LUMBER CO.	Ck# 028422	8/27/2018			
Cash Payment	E 101-49860-223 Repair/Maintenance Bldg					\$52.83
Invoice	159107	7/31/2018				
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$52.83
Refer	0 SRF CONSULTING GROUP INC	Ck# 028433	8/27/2018			
Cash Payment	E 522-43100-528 Underpass Expenses					\$5,698.76
Invoice	11012.00-8	7/31/2018				
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$5,698.76
Refer	0 STRACK CONSULTING LLC	Ck# 028435	8/27/2018			
Cash Payment	E 101-41320-305 Other Professional Fees					\$1,000.00
Invoice	1099	7/31/2018				
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$1,000.00
Refer	0 RUPP, ANDERSON, SQUIRES, PA	Ck# 028432	8/27/2018			
Cash Payment	E 101-41500-304 Legal Fees					\$628.37
Invoice	7668	8/10/2018				
Cash Payment	G 812-22100 Escrow Collected					\$164.50
Invoice	7668	8/10/2018				
Cash Payment	G 807-22100 Escrow Collected					\$258.50
Invoice	7668	8/10/2018				
Cash Payment	E 101-41500-304 Legal Fees					\$165.00
Invoice	7668	8/10/2018				
Cash Payment	E 101-41500-304 Legal Fees					\$2,656.50
Invoice	7668	8/10/2018				
Transaction Date	8/22/2018	Due 0	CHECKING	10100	Total	\$3,872.87
Refer	0 KWIK TRIP INC.	Ck# 028420	8/27/2018			
Cash Payment	E 101-45200-212 Motor Fuels					\$28.03
Invoice	073118	7/31/2018				
Cash Payment	E 101-43100-212 Motor Fuels					\$65.42
Invoice	073118	7/31/2018				
Transaction Date	8/23/2018	Due 0	CHECKING	10100	Total	\$93.45
Refer	0 FLOW MEASUREMENT AND CONT	Ck# 028414	8/27/2018			

CITY OF NORWOOD YOUNG AMERICA

08/23/18 12:25 PM

Page 7

Payments

Current Period: AUGUST 2018

Cash Payment	E 602-49450-223 Repair/Maintenance Bldg					\$1,633.85
Invoice 8398	8/13/2018					
Transaction Date	8/23/2018	Due 0	CHECKING	10100	Total	\$1,633.85
Refer	0 BRADLEY SECURITY				<u>Ck# 028403 8/27/2018</u>	
Cash Payment	E 101-45200-223 Repair/Maintenance Bldg					\$2,720.00
Invoice 15136	7/25/2018					
Transaction Date	8/23/2018	Due 0	CHECKING	10100	Total	\$2,720.00
Refer	0 WASTE MANAGEMENT				<u>Ck# 028439 8/27/2018</u>	
Cash Payment	E 101-41940-223 Repair/Maintenance Bldg					\$196.24
Invoice 0016246-1702-1	8/16/2018					
Transaction Date	8/23/2018	Due 0	CHECKING	10100	Total	\$196.24
Refer	0 RITEWAY				<u>Ck# 028431 8/27/2018</u>	
Cash Payment	E 601-49400-200 Office Supplies					\$518.79
Invoice 18-32859	8/20/2018					
Cash Payment	E 602-49450-200 Office Supplies					\$518.79
Invoice 18-32859	8/20/2018					
Cash Payment	E 603-49500-200 Office Supplies					\$115.29
Invoice 18-32859	8/20/2018					
Transaction Date	8/23/2018	Due 0	CHECKING	10100	Total	\$1,152.87
Refer	0 TASC				<u>Ck# 028437 8/27/2018</u>	
Cash Payment	G 101-21713 Health Care Reimbursement					\$15.00
Invoice 1324879	8/17/2018					
Transaction Date	8/23/2018	Due 0	CHECKING	10100	Total	\$15.00
Refer	0 NYA TIMES				<u>Ck# 028427 8/27/2018</u>	
Cash Payment	E 101-49305-430 Miscellaneous				Stiftungsfest	\$135.00
Invoice 624956	8/19/2018					
Transaction Date	8/23/2018	Due 0	CHECKING	10100	Total	\$135.00
Refer	0 NYA TIMES				<u>Ck# 028427 8/27/2018</u>	
Cash Payment	E 101-49800-330 Transportation Expense				Bus driver	\$134.27
Invoice 624955	8/19/2018					
Transaction Date	8/23/2018	Due 0	CHECKING	10100	Total	\$134.27
Refer	0 KWIK TRIP INC.				<u>Ck# 028420 8/27/2018</u>	
Cash Payment	E 101-45200-212 Motor Fuels					\$28.03
Invoice 073118	7/31/2018					
Cash Payment	E 101-43100-212 Motor Fuels					\$65.42
Invoice 073118	7/31/2018					
Transaction Date	8/23/2018	Due 0	CHECKING	10100	Total	\$93.45

CITY OF NORWOOD YOUNG AMERICA

08/23/18 12:25 PM

Page 8

Payments**Current Period: AUGUST 2018****Fund Summary**

	10100 CHECKING
812 Vickerman - 2018 Expansion	\$164.50
807 Escrow - Preserve 5	\$258.50
603 STORM WATER UTILITY	\$115.29
602 SEWER FUND	\$7,312.94
601 WATER FUND	\$6,140.57
522 Underpass Project	\$5,698.76
425 TAX INCREMENT DISTRICT 3-5 V#3	\$26.46
424 TAX INCREMENT DISTRICT 3-4 WMI	\$26.46
423 TAX INCREMENT DISTRICT 3-3 V#2	\$26.46
422 TAX INC DISTRICT 3-2 YAGER	\$26.46
421 TAX INCREMENT DISTRICT 3-1 V#1	\$26.46
420 TAX INCREMENT DISTRICT 2-1	\$4,869.00
407 TAX INCREMENT 1-5 PEACE VILLAG	\$25,363.83
275 CAPITAL	\$12,433.96
101 GENERAL FUND	\$39,232.67
	<hr/>
	\$101,722.32

Pre-Written Checks	\$101,722.32
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$101,722.32



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk/Treasurer

DATE: August 27, 2018

SUBJECT: Street Closing Request – Preserve Blvd

Resident Ron Erpenbach is requesting approval to close the street beginning at 1060 Preserve Boulevard and heading northeast to the end of Preserve Boulevard on Saturday, September 8, 2018, from 3:00pm – 11:00pm. The street closing is for a neighborhood block party and all neighbors are aware of the request.

RECOMMENDATION:

Motion to approve street closure beginning at 1060 Preserve Boulevard and heading east to the end of Preserve Boulevard on September 8, 2018 from 3pm – 11pm.

Norwood Young America



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk/Treasurer

DATE: August 27, 2018

SUBJECT: Fire Fighter Resignation – Justin Nelson

On July 29, 2018, Chief Zumberge had received a letter of resignation from Justin Nelson. Justin has been a fire fighter for the Norwood Young America Fire Department since March 2009.

We thank Justin for his 9+ years on the Norwood Young America Fire Department and we wish him the best.

Suggested Motion:

Motion to accept the resignation of Fire Fighter Justin Nelson.



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk/Treasurer
DATE: August 27, 2018
SUBJECT: Resignation – Joey Cano

August 17, 2018, Public Services Technician, Joey Cano, submitted his two week notice. His last day of employment will be Friday, August 31, 2018. Joey has been with the City of Norwood Young America since May 2017. We wish Joey the best in his future endeavors.

Suggested Motion:

Motion to accept the resignation of Public Services Technician Joey Cano.

AND

Motion to post and accept applications for a Public Services Technician.

Tony Voigt

From: Cano, Joey M SGT USARMY NG MNARNG (US) <joey.m.cano.mil@mail.mil>
Sent: Friday, August 17, 2018 7:34 PM
To: Tony Voigt
Cc: tigersblood20002000@yahoo.com
Subject: 2 Weeks Notice (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Tony,

I am submitting my two weeks' notice to reflect the start date of 20 August 2018.

Thank You,

Joey Cano



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

From: Cynthia Smith Strack, Consulting Planner

Date: July 31, 2018

Re: Ordinance Amending Chapter 11 of the City Code Pertaining to Subdivision Design Standards,
Required Improvements, and Fee In Lieu of Parkland Dedication Requirements

BACKGROUND

A 2017 Planning Commission goal carried over to 2018 was to review potential amendments to subdivision design standards, required improvements, and statutory requirements for accepting a fee in lieu of land for park purposes. The Planning Commission spent several months reviewing the land subdivision process and current subdivision code. The PC consulted with the City Engineer, Public Services Director Tony Voigt, Fire Chief Steve Zumberge, and the Parks and Recreation Committee regarding proposed changes. The draft code amendment and current standards are attached for reference. Proposed changes are summarized below:

1. Change required right of way and paved width for cul-de-sacs to better reflect existing built environment. ROW width was 60', proposed to be reduced to 55'. Paved cul-de-sac radius was 50' proposed to be 45'.
2. Language relating to topography and street layout proposed to be changed to allow for grid-pattern or curvilinear street design (provided topography supports) while maintaining the City's grid-like pattern for addressing.
3. Clarify language pertaining to required tree planting to reflect current practice of requiring developer to escrow funds for planting trees on new lots.
4. Updates language pertaining to minimum width for trails to be consistent with current built environment. The Code currently requires a ten foot paved width but all trails are eight feet in width.
5. Updates stormwater pond design criteria to include a ten-day snow melt event in addition to various rainfall rates.
6. Requires mailboxes be clustered in new subdivisions subject to a plan approved by the City and US Post Office which is to be incorporated in the development agreement.
7. To be consistent with Mn. Stat. places value of fee in lieu of park land dedication at ten percent of the value of the property at the time of platting. Current standard is based on per lot, unit, or acre calculation.

ACTION

The City Council is to act on the proposed ORDINANCE. Following action a SUMMARY PUBLICATION notice is provided for action.

**CITY OF NORWOOD YOUNG AMERICA
ORDINANCE NO. 306**

**AN ORDINANCE AMENDING CHAPTER 11 OF THE CITY CODE PERTAINING
TO SUBDIVISION DESIGN STANDARDS, REQUIRED IMPROVEMENTS, AND
PARK FEE IN LIEU OF LAND DEDICATION REQUIREMENTS**

- I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA HEREBY ORDAINS:**
- II. SECTION 1130.02 OF THE NORWOOD YOUNG AMERICA CITY CODE IS HEREBY AMENDED AS FOLLOWS.**

Subd. 1 Street Width. All right-of-way widths and pavement widths shall conform to the following minimum dimensions:

<u>Comprehensive Plan Designation</u>	<u>ROW</u>	<u>Roadway</u>
Arterials	100-200'	52'
Collectors	80'	40'
Local Streets	50-66'	28'
Cul-de-Sac Radius	60' <u>55'</u>	50' <u>45'</u>
Service Roads	40'	24'

Greater or lesser widths may be required depending upon anticipated traffic volumes, planned function of the street, and character of planned abutting land uses.

- III. SECTION 1130.02, SUBD. 10 OF THE NORWOOD YOUNG AMERICA CITY CODE IS HEREBY AMENDED AS FOLLOWS.**

Subd. 10 Topography and Arrangement. ~~The grid street pattern shall be followed except in instances where topography or other physical conditions will prevent the strict application of the basic grid pattern.~~ The City accepts street arrangements which are grid-pattern or curvilinear providing topography accommodates proposed street arrangement and the City's street naming policy is employed.

IV. SECTION 1130.02, SUBD. 11 OF THE NORWOOD YOUNG AMERICA CITY CODE IS HEREBY AMENDED AS FOLLOWS.

Subd. 11 Street Trees. ~~Street trees shall be placed within 6 feet of the right-of-way of the road or roads within and abutting the subdivision. One tree shall be planted for every forty (40) feet of frontage along the road, unless the City Council grants a waiver. Such waiver shall be granted only if there are trees growing along such right-of-way or on the abutting property which in the opinion of the City Council comply with this Chapter. The following types of trees shall not be planted as a street tree as herein defined: Boxelder, Silver Maple, Birch, Catalpa, Black Walnut, Mulberry, Poplars, Black Locust, Willows and the Elm species. This prohibition will be prospective in effect. Planting of a prohibited type will be a misdemeanor.~~ **The Developer shall provide the City with an escrow amount based on the number of lots in the subdivision to provide for future planting of trees. Two trees having a trunk diameter (measured 12 inches above the ground) of not less than two inches (2") and of species/varieties approved by the City shall be planted in a naturalistic way in the front yard of each lot in the subdivision, unless an alternate subdivision landscaping plan is approved by the City Council. Trees shall be replaced if after one growing season the tree is diseased, distressed, or has not survived.**

V. SECTION 1130.05, SUBD. 2 OF THE NORWOOD YOUNG AMERICA CITY CODE IS HEREBY AMENDED AS FOLLOWS.

Subd. 1 Widths. Sidewalks shall be five (5) feet in width. Recreational trails shall be ~~ten (10)~~ **eight (8)** feet in width.

VI. SECTION 1130.07 OF THE NORWOOD YOUNG AMERICA CITY CODE IS HEREBY AMENDED AS FOLLOWS.

1130.07 Drainage. The post-development runoff rate shall not exceed the pre-development runoff rate for **a ten-day snow melt event as well as** the 1 year, 10 year, and 100 year storm events.

VII. CHAPTER 11 OF THE NORWOOD YOUNG AMERICA CITY CODE IS HEREBY AMENDED BY ADDING SECTION 1130.12 AS FOLLOWS.

1130.12. Mailboxes. Where there is more than one house on a City block, mailboxes shall be located in a cluster. Paper boxes and advertising boxes must be located in the same cluster as the mail boxes. The clusters shall be centrally located in the middle of the homes to be served. A mailbox plan showing location is required to be submitted to and approved by the Postmaster and City prior to establishment of the receptacles.

VIII. SECTION 1140.01, SUBD. 3(A) OF THE NORWOOD YOUNG AMERICA CITY CODE IS HEREBY AMENDED AS FOLLOWS.

A. Calculation of Dedication.

1. For residential subdivisions, a minimum of 10% of the total area of the property or a cash payment equal to the estimated market value of the same is deemed a reasonable portion to meet dedication requirements. The land must be suitable for public use and the City is not required to accept land which will not be usable for park purposes or which would require extensive expenditures on the part of the public to make them usable.
2. For non-residential subdivisions, such as commercial or industrial plats, the city requires a minimum cash park dedication ~~on a per acre basis,~~ as specified in the Fee Schedule. However, where the City Council deems it in the public interest, it may require a minimum land dedication of five percent of the commercial or industrial land to be subdivided in lieu of a cash dedication. The lands must be indicated on the City's Comprehensive Plan or must be designated on specific area plans for parks, trails, and public open space.

IX. SECTION 1140.01, SUBD. 3(C)(2) OF THE NORWOOD YOUNG AMERICA CITY CODE IS HEREBY AMENDED AS FOLLOWS.

2. For commercial and industrial developments, park dedication fees shall be paid prior to the City releasing the signed final plat for recording. ~~the total fee shall be paid prior to issuance of any building permits for the development.~~ The City Council may grant deferral of a portion of the fees if the subdivider proposes to construct significantly less square footage than the site supports. The remaining fees shall be paid at the time of building permit application for additional square footage to be constructed on the site.

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

Adopted by the City of Norwood Young America on this 27th day of August, 2018.

Carol Lagergren, Mayor

Attest:

Kelly Hayes, City Clerk/Treasurer

City of Norwood Young America
Summary of Ordinance No. 306
Amending City Code Chapter 11, Land Subdivision

The City of Norwood Young America has adopted Ordinance 306 entitled “An Ordinance Amending Chapter 11 of the City Code Pertaining to Subdivision Design Standards, Required Improvements, and Park Fee In Lieu Of Land Dedication Requirements”. Following is a summary of the adopted ordinance:

The Ordinance includes the following code updates: reducing the required right of way and paved width for cul-de-sacs; allowing for grid-pattern or curvilinear street design while maintaining the City’s grid-like pattern for addressing; requiring two trees at least two inches in diameter be planted on new lots created unless an alternate subdivision landscaping plan is approved; updating language pertaining to minimum width for trails to be consistent with current built environment (eight feet vs. ten feet); updating storm water pond design criteria to include a ten-day snow melt event in addition to various rainfall rates; requiring mailboxes be clustered in new subdivisions subject to a plan approved by the City and US Post Office; and adjusting park dedication language to be consistent with MN. Statute pertaining to the value of fee in lieu of park land dedication.

Effective Date: This ordinance becomes effective upon its passage and publication according to law. Ordinance No. 306 was adopted by the City Council on August 27, 2018.

A complete copy of Ordinance No. 306 is available for review at the Norwood Young America City Offices, located at 310 Elm St W. If you have any questions, please contact the City at (952) 467-1800.



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

From: Cynthia Smith Strack, Strack Consulting, LLC

Date: August 27, 2018

Re: Vickerman Parking Lot Setback Variance Request

Applicant: PAR Real Estate LLC (Vickerman Company)

Property Owner: PAR Real Estate LLC

Subject Property Address: 725 Tacoma Blvd

Property ID: 587510020 & 587520010

Legal: Lot 2, Block 1, Tacoma West Industrial Park 2nd Addition, Carver County, Minnesota and Lot 1, Block 1 Tacoma West Industrial Park, 3rd Addition, Carver County, Minnesota.

Zoning Class: I-1 Light Industrial

Requests: Variance Section 1250.05(B) of the City Code which requires parking lots to be setback ten (10) feet from a property line. The Applicant proposes a joint parking facility

Representative: Nick Jeurissen – Greystone Construction
Randy Schuster – Vickerman Company

Attachments: Application
Current parking arrangement
Proposed parking arrangement
Joint access agreement draft

BACKGROUND

PAR Real Estate LLC (Vickerman Company) proposes reconfiguration of existing parking facilities on two lots. Both lots are under the unified ownership at this time. The Applicant proposes shared parking facilities as a means of promoting logical and safe traffic flow from one building to other attached buildings without the need to exit to the street. Sketches of the current and proposed parking arrangement are attached.

The Applicant requests a variance to Section 1250.05(B) of the City Code which requires parking lots to be setback ten (10) feet from a property line. Staff have directed the Applicant to prepare and file a joint access agreement to be recorded against both lots. A copy of the draft is attached.

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

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

Upon the granting of a variance, the City may impose such restrictions and conditions upon the property to ensure compliance and protect the public health, safety and general welfare of adjacent properties. Such restrictions and/or conditions must be directly related to and must bear a rough proportionality to the impact created by the variance.

Potential findings in favor of the request:

- A. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
- B. The proposed variance is not for the use of property.
- C. Both existing parking and proposed parking facilities are ancillary to a warehouse campus with each building physically connected through an at-grade link.
- D. The shared parking facility will enable users to cross to campus buildings without the need to exit the parking lot, access the street, and re-enter a parking lot on an abutting parcel.
- E. Parking lot area connecting to existing lot. Current parking lot area is very tight for vehicle traffic and employees have trouble getting turned into parking stall when lot is full. Connecting the new parking lot with the existing lot over the property line will allow for safer traffic flow in and out of the existing stalls and a better walking surface for employees that is traveling across the parking lots to other campus buildings.

Potential findings for denial of the request:

- A. Commercial and industrial uses are required to provide off-street parking, the request for relief from a parking lot standard is not unique to this property.
- B. Parking lot design is a factor solely under the control of the Applicant and therefore not unique to any given parcel.
- C. The proposed variance could be avoided if the lots were reconfigured.

Planning Commission Recommendation:

Following posted, published, and mailed notice the PC held a public hearing on the variance request. No oral or written comments for or against the request were received.

Following discussion the Planning Commission approved a motion recommending the City Council approve the variance request with the following conditions::

1. The "Use" of the property is a warehouse facility campus with ancillary parking lots.
2. The zero foot setback is applicable only to the segment of the lot where the parking facility exists.

3. The Applicant shall prepare, submit to the City for review, and record at Carver County Recorder's Office with each of the affected properties a joint access or similar agreement providing for the installation, maintenance, and use of the joint parking facility by the fee owner of both lots.
4. The variances shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.

ACTION

The City Council is to take action on the variance request. The attached RESOLUTION is available for consideration.

Planning and Zoning Application

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

Applicant's Name Greystone Construction Company		Telephone Home 952 496 2227 Work/Cell 952 278 1174			
Address (Street, City, State, ZIP) 500 South Marshall Rd. Suite 300. Shakopee, MN 55379					
Property Owner's Name (If different from above) VICKERMAN Company		Telephone Home 952-373-2001 Work/Cell			
Location of Project 725 Tacoma Blvd. Norwood Young America, MN					
Legal Description					
Description of Request (Attach separate sheet, if necessary) - Parking lot variance for over the property line					
<p style="text-align: center;">Proposed Action(s): Check all that apply</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Annexation \$300.00 <input type="checkbox"/> Application for Appeal \$150.00 <input type="checkbox"/> City Code Amendment \$250.00 <input type="checkbox"/> Parking Reduction \$100.00 <input type="checkbox"/> CUP/IUP \$200.00 (Residential) <input type="checkbox"/> CUP/IUP \$300.00 (Non Residential) <input type="checkbox"/> Variance \$200.00 (Residential) <input checked="" type="checkbox"/> Variance \$300.00 (Non Residential) <input type="checkbox"/> Lot Split \$200.00 <input checked="" type="checkbox"/> Public Hearing Notice \$75.00 </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow <input type="checkbox"/> Sketch Plat \$200.00 + Escrow <input type="checkbox"/> Site Plan \$300.00 + Escrow <input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow <input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow <input type="checkbox"/> PUD Final Plan \$300.00 + Escrow <input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow <input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Storm Water Plan \$250.00 <input type="checkbox"/> Rezoning \$350.00 <input type="checkbox"/> Street/Alley Vacation \$150.00 <input type="checkbox"/> Zoning Text Amendment \$300.00 <input checked="" type="checkbox"/> Recording Fee \$46.00 <input type="checkbox"/> Boundary Line Adjustment \$100.00 <input type="checkbox"/> Other _____ </td> </tr> </table>			<input type="checkbox"/> Annexation \$300.00 <input type="checkbox"/> Application for Appeal \$150.00 <input type="checkbox"/> City Code Amendment \$250.00 <input type="checkbox"/> Parking Reduction \$100.00 <input type="checkbox"/> CUP/IUP \$200.00 (Residential) <input type="checkbox"/> CUP/IUP \$300.00 (Non Residential) <input type="checkbox"/> Variance \$200.00 (Residential) <input checked="" type="checkbox"/> Variance \$300.00 (Non Residential) <input type="checkbox"/> Lot Split \$200.00 <input checked="" type="checkbox"/> Public Hearing Notice \$75.00	<input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow <input type="checkbox"/> Sketch Plat \$200.00 + Escrow <input type="checkbox"/> Site Plan \$300.00 + Escrow <input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow <input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow <input type="checkbox"/> PUD Final Plan \$300.00 + Escrow <input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow <input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow	<input type="checkbox"/> Storm Water Plan \$250.00 <input type="checkbox"/> Rezoning \$350.00 <input type="checkbox"/> Street/Alley Vacation \$150.00 <input type="checkbox"/> Zoning Text Amendment \$300.00 <input checked="" type="checkbox"/> Recording Fee \$46.00 <input type="checkbox"/> Boundary Line Adjustment \$100.00 <input type="checkbox"/> Other _____
<input type="checkbox"/> Annexation \$300.00 <input type="checkbox"/> Application for Appeal \$150.00 <input type="checkbox"/> City Code Amendment \$250.00 <input type="checkbox"/> Parking Reduction \$100.00 <input type="checkbox"/> CUP/IUP \$200.00 (Residential) <input type="checkbox"/> CUP/IUP \$300.00 (Non Residential) <input type="checkbox"/> Variance \$200.00 (Residential) <input checked="" type="checkbox"/> Variance \$300.00 (Non Residential) <input type="checkbox"/> Lot Split \$200.00 <input checked="" type="checkbox"/> Public Hearing Notice \$75.00	<input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow <input type="checkbox"/> Sketch Plat \$200.00 + Escrow <input type="checkbox"/> Site Plan \$300.00 + Escrow <input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow <input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow <input type="checkbox"/> PUD Final Plan \$300.00 + Escrow <input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow <input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow	<input type="checkbox"/> Storm Water Plan \$250.00 <input type="checkbox"/> Rezoning \$350.00 <input type="checkbox"/> Street/Alley Vacation \$150.00 <input type="checkbox"/> Zoning Text Amendment \$300.00 <input checked="" type="checkbox"/> Recording Fee \$46.00 <input type="checkbox"/> Boundary Line Adjustment \$100.00 <input type="checkbox"/> Other _____			
<p>ALL ESCROW MUST BE PAID BY CERTIFIED CHECK</p> <p>Escrow Deposit \$2,000.00</p> <p>Escrow Deposit - Site Plan Review: \$15,000 (Tacoma West Industrial Park), \$5,000.00 (All other site plan reviews)</p> <p>Escrow Deposit - Development Review (paid at Sketch Plan): \$10,000.00</p> <p style="text-align: center;">ALL PLANNING & ZONING APPLICATION FEES ARE IN ADDITION TO LEGAL, ENGINEERING AND ASSOCIATED COSTS.</p> <p style="text-align: center;">*APPLICATIONS WILL BE PROCESSED ONLY IF ALL REQUIRED ITEMS ARE SUBMITTED*</p>					
<p>The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of Chapter 11 and Chapter 12 of the City Code and other applicable ordinances.</p>					
Applicant's Signature: 		Date 7/9/18			
Fee Owner's Signature: 		Date 7-9-18			
For Office Use Only					
Accepted By:	Amount	Date			



July 9th, 2018.

Vickerman Requested Project Variance

Project Variance:

- *Parking lot area connecting to existing lot. Current parking lot area is very tight for vehicle traffic and employees have trouble getting turned into parking stall when lot is full. Connecting the new parking lot with the existing lot over the property line would allow for safer traffic flow in and out of the stalls and a better walking surface for an employee that is traveling across the parking lot to the new addition.*

**DECLARATION OF
PARKING AND ACCESS EASEMENT AGREEMENT**

THIS DECLARATION OF PARKING AND ACCESS EASEMENT AGREEMENT ("Declaration") is made this ____ day of _____, 2018 by Par Real Estate, LLC, a Minnesota limited liability company ("Par" or "Declarant").

RECITALS

- A. Par is the fee owner of two adjacent parcels of land legally described on the attached Exhibit A.
- B. Exhibit A describes the two parcels as the "New Building Site" located at 725 Tacoma Boulevard Norwood Young America, Minnesota and the "Current Building Site" located at 675 Tacoma Boulevard, Norwood Young America, Minnesota.
- C. Par is in the process of constructing an office/warehouse project on the New Building Side ("Construction Project").
- D. As a part of the Construction Project Par will be constructing a parking lot on the joint property line of the New Building Site and the Current Building Site ("Joint Parking Lot") with the understanding that this Joint Parking Lot will be used by both or either parcels and can be accessed from either parcel.

- E. The City of Norwood Young America has required that this Declaration be filed of record and run with the land so that both parcels are benefited and burdened with the Joint Parking Lot and access to the Joint Parking Lot can be over and across either parcel.

NOW THEREFORE, in consideration of the foregoing recitals and the execution of this Declaration by the Par, and for such other good and valuable consideration, Declarant sets forth the Parking and Access Easement Agreement between the two parcels as follows:

1. Parking Easement. Declarant hereby grants to both parcels for the benefit of both parcels, and future and current fee owners, guests, invitees and employees of both parcels (the "Benefited Parties") a perpetual, non-exclusive easement to park motor vehicles in the portion of both parcels used by Declarant as the Joint Parking Lot ("Parking Easement"). The area where parking shall be allowed (the "Designated Parking Area") is shown on the attached site plan attached as Exhibit B.
2. Access Easement. Declarant hereby grants to both parcels and the Benefited Parties a perpetual, non-exclusive, and free easement ("Access Easement") either for pedestrian and/or vehicular ingress and egress purposes from Tacoma Boulevard over both parcels to the Designated Parking Area. The Access Easement location is set forth on the Site Plan in Exhibit B. The Access Easement Area and Designated Parking Area shall be collectively referred to as the "Easement Property".
3. Use of Access Easement Rights. The purpose of this Access Easement is to provide year round pedestrian and vehicular access to and from both parcels to current and future fee owners and their agents and personnels, invitees, and the general public. Nothing in this Access Easement is intended to prohibit use of the Access Easement by current and future fee owners, provided such use does not unreasonably interfere with the use of the Access Easement by current and future fee owners and other Benefited Parties.
4. Maintenance. The current and future fee owner of each parcel shall be responsible for fifty percent (50%) of the cost of maintenance of the Easement Property and the cost of snow removal from the Easement Property.
5. Damage to Easement Property. Each current and future fee owners of each parcel shall each be responsible for any damages they may cause to the Easement Property. The party responsible for such damage shall promptly make all needed repairs, restoring the Easement Property to its condition prior to the damage.
6. Obstructions to the Use of the Easement Property. Neither current or future fee owners of either parcel or any person permitted to use the Easement Property under the terms of this Declaration may utilize the Easement Property in a way that interferes with its use by any other person permitted to use it. Any obstructions or impediments to the use of the

Easement Property may be removed, without notice, by either current or future fee owner and the cost of such removal shall be borne by the party causing or responsible for the obstruction.

7. Indemnity. Each future fee owner shall defend, indemnify, and save harmless the other fee owner against any liability or claim thereof whether for injury to persons, including death, or damage to property arising out of the future fee owner's agents, employees, residents, licensees, and or invitees or their guests being on or about the Easement Property pursuant to this Declaration.
8. Enforcement of Declaration. Both future fee owners of either parcel shall have the right to legally enforce this Declaration and the covenants, conditions and restrictions set forth herein, by whatever action or actions that are legally available, including, without limitation, enjoining any violation or threatened violation thereof. The fee owner violating this Declaration shall be responsible for paying the costs and reasonable attorney's fees of the non-violating fee owner in any enforcement action.
9. Easement Runs with Land. The Declaration runs with the land and is binding on all future fee owners of either parcel, their successors and assigns and other Benefited Parties.
10. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Minnesota and any applicable federal laws and regulations.
11. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.
12. Severability. If any term, provision, or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
13. Compliance with Laws. All rights granted under this Declaration shall be exercised in a safe and prudent manner and each party exercising any rights hereunder shall comply with all laws, rules and regulations applicable to the exercise of such rights.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Par Real Estate, LLC has executed this Parking and Access Easement Agreement as of the date and year first above written.

PAR:

Par Real Estate, LLC, a Minnesota limited liability company

By: _____

Print Name: _____

Its: _____

State of Minnesota)
) SS
County of Hennepin)

This instrument was acknowledged before me this ____ day of _____, 2018 by _____ as _____ of Par Real Estate, LLC, a Minnesota limited liability company, on behalf of the company.

Signature of notarial officer

THIS INSTRUMENT WAS DRAFTED BY:

Robert J. Foster, Esq. (#31227)
Foster Brever Wehrly, PLLC
2812 Anthony Lane South, Suite 200
St. Anthony, MN 55418
rfoster@fosterbrever.com
Phone: (612) 436-3290 Fax: (612) 788-9879

EXHIBIT A

1. New Building Site:

Lot 2, Block 1, Tacoma West Industrial Park 2nd Addition, Carver County, Minnesota

Street Address: 725 Tacoma Boulevard, Norwood Young America, Minnesota

2. Current Building Site:

Lot 1, Block 1 Tacoma West Industrial Park, 3rd Addition, Carver County, Minnesota.

Street Address: 675 Tacoma Boulevard, Norwood Young America, Minnesota

EXHIBIT B

**DECLARATION OF
PARKING AND ACCESS EASEMENT AGREEMENT**

THIS DECLARATION OF PARKING AND ACCESS EASEMENT AGREEMENT ("Declaration") is made this ____ day of _____, 2018 by Par Real Estate, LLC, a Minnesota limited liability company ("Par" or "Declarant").

RECITALS

- A. Par is the fee owner of two adjacent parcels of land legally described on the attached Exhibit A.
- B. Exhibit A describes the two parcels as the "New Building Site" located at 725 Tacoma Boulevard Norwood Young America, Minnesota and the "Current Building Site" located at 675 Tacoma Boulevard, Norwood Young America, Minnesota.
- C. Par is in the process of constructing an office/warehouse project on the New Building Side ("Construction Project").
- D. As a part of the Construction Project Par will be constructing a parking lot on the joint property line of the New Building Site and the Current Building Site ("Joint Parking Lot") with the understanding that this Joint Parking Lot will be used by both or either parcels and can be accessed from either parcel.

- E. The City of Norwood Young America has required that this Declaration be filed of record and run with the land so that both parcels are benefited and burdened with the Joint Parking Lot and access to the Joint Parking Lot can be over and across either parcel.

NOW THEREFORE, in consideration of the foregoing recitals and the execution of this Declaration by the Par, and for such other good and valuable consideration, Declarant sets forth the Parking and Access Easement Agreement between the two parcels as follows:

1. Parking Easement. Declarant hereby grants to both parcels for the benefit of both parcels, and future and current fee owners, guests, invitees and employees of both parcels (the "Benefited Parties") a perpetual, non-exclusive easement to park motor vehicles in the portion of both parcels used by Declarant as the Joint Parking Lot ("Parking Easement"). The area where parking shall be allowed (the "Designated Parking Area") is shown on the attached site plan attached as Exhibit B.
2. Access Easement. Declarant hereby grants to both parcels and the Benefited Parties a perpetual, non-exclusive, and free easement ("Access Easement") either for pedestrian and/or vehicular ingress and egress purposes from Tacoma Boulevard over both parcels to the Designated Parking Area. The Access Easement location is set forth on the Site Plan in Exhibit B. The Access Easement Area and Designated Parking Area shall be collectively referred to as the "Easement Property".
3. Use of Access Easement Rights. The purpose of this Access Easement is to provide year round pedestrian and vehicular access to and from both parcels to current and future fee owners and their agents and personnels, invitees, and the general public. Nothing in this Access Easement is intended to prohibit use of the Access Easement by current and future fee owners, provided such use does not unreasonably interfere with the use of the Access Easement by current and future fee owners and other Benefited Parties.
4. Maintenance. The current and future fee owner of each parcel shall be responsible for fifty percent (50%) of the cost of maintenance of the Easement Property and the cost of snow removal from the Easement Property.
5. Damage to Easement Property. Each current and future fee owners of each parcel shall each be responsible for any damages they may cause to the Easement Property. The party responsible for such damage shall promptly make all needed repairs, restoring the Easement Property to its condition prior to the damage.
6. Obstructions to the Use of the Easement Property. Neither current or future fee owners of either parcel or any person permitted to use the Easement Property under the terms of this Declaration may utilize the Easement Property in a way that interferes with its use by any other person permitted to use it. Any obstructions or impediments to the use of the

Easement Property may be removed, without notice, by either current or future fee owner and the cost of such removal shall be borne by the party causing or responsible for the obstruction.

7. Indemnity. Each future fee owner shall defend, indemnify, and save harmless the other fee owner against any liability or claim thereof whether for injury to persons, including death, or damage to property arising out of the future fee owner's agents, employees, residents, licensees, and or invitees or their guests being on or about the Easement Property pursuant to this Declaration.
8. Enforcement of Declaration. Both future fee owners of either parcel shall have the right to legally enforce this Declaration and the covenants, conditions and restrictions set forth herein, by whatever action or actions that are legally available, including, without limitation, enjoining any violation or threatened violation thereof. The fee owner violating this Declaration shall be responsible for paying the costs and reasonable attorney's fees of the non-violating fee owner in any enforcement action.
9. Easement Runs with Land. The Declaration runs with the land and is binding on all future fee owners of either parcel, their successors and assigns and other Benefited Parties.
10. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Minnesota and any applicable federal laws and regulations.
11. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.
12. Severability. If any term, provision, or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
13. Compliance with Laws. All rights granted under this Declaration shall be exercised in a safe and prudent manner and each party exercising any rights hereunder shall comply with all laws, rules and regulations applicable to the exercise of such rights.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Par Real Estate, LLC has executed this Parking and Access Easement Agreement as of the date and year first above written.

PAR:
Par Real Estate, LLC, a Minnesota limited liability company

By: _____

Print Name: _____

Its: _____

State of Minnesota)
) SS
County of Hennepin)

This instrument was acknowledged before me this ____ day of _____, 2018 by _____ as _____ of Par Real Estate, LLC, a Minnesota limited liability company, on behalf of the company.

Signature of notarial officer

THIS INSTRUMENT WAS DRAFTED BY:
Robert J. Foster, Esq. (#31227)
Foster Brever Wehrly, PLLC
2812 Anthony Lane South, Suite 200
St. Anthony, MN 55418
rfoster@fosterbrever.com
Phone: (612) 436-3290 Fax: (612) 788-9879

EXHIBIT A

1. New Building Site:

Lot 2, Block 1, Tacoma West Industrial Park 2nd Addition, Carver County, Minnesota

Street Address: 725 Tacoma Boulevard, Norwood Young America, Minnesota

2. Current Building Site:

Lot 1, Block 1 Tacoma West Industrial Park, 3rd Addition, Carver County, Minnesota.

Street Address: 675 Tacoma Boulevard, Norwood Young America, Minnesota

EXHIBIT B

RESOLUTION 2018-28

A RESOLUTION APPROVING A VARIANCE TO MINIMUM PARKING LOT SETBACK FOR VICKERMAN COMPANY

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

WHEREAS, PAR Real Estate LLC (Vickerman Company) has applied for a variance to allow a joint parking lot; and

WHEREAS, Section 1250.05(B) of the City Code which requires parking lots to be setback ten (10) feet from a property line; and

WHEREAS, if approved the variance would allow a zero parking lot setback for the duration of the parking lot on Lot 2, Block 1, Tacoma West Industrial Park 2nd Addition, Carver County, Minnesota and Lot 1, Block 1 Tacoma West Industrial Park, 3rd Addition, Carver County, Minnesota (the "Property") identified as parcel numbers 587510020 & 587520010; and

WHEREAS, the Property is zoned I-1, Light Industrial; and

WHEREAS, the City of Norwood Young America Planning Commission on July 31, 2018 held a public hearing regarding the variance request; and

WHEREAS, the Planning Commission, after review and discussion, recommended the City Council conditionally approve the variance based on the following facts; and

1. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
2. The proposed variance is not for the use of property.
3. Both existing parking and proposed parking facilities are ancillary to a warehouse campus with each building physically connected through an at-grade link.
4. The shared parking facility will enable users to cross to campus buildings without the need to exit the parking lot, access the street, and re-enter a parking lot on an abutting parcel.
5. Parking lot area connects to an existing lot. Current parking lot area is very tight for vehicle traffic and employees have trouble getting turned into parking stalls when the lot is full. Connecting the new parking lot with the existing lot over the property line will allow for safer traffic flow in and out of the existing stalls and a better walking surface for employees that are traveling across the parking lots to other campus buildings.

WHEREAS, at a regular meeting on August 27, 2018, the City Council considered the application materials on file with the City, the Planning Commission's findings and recommendation.

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

1. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
2. The proposed variance is not for the use of property.
3. Both existing parking and proposed parking facilities are ancillary to a warehouse campus with each building physically connected through an at-grade link.
4. The shared parking facility will enable users to cross to campus buildings without the need to exit the parking lot, access the street, and re-enter a parking lot on an abutting parcel.
5. Parking lot area connects to an existing lot. Current parking lot area is very tight for vehicle traffic and employees have trouble getting turned into parking stalls when the lot is full. Connecting the new parking lot with the existing lot over the property line will allow for safer traffic flow in and out of the existing stalls and a better walking surface for employees that are traveling across the parking lots to other campus buildings.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a variance authorizing a zero foot parking lot setback at the aforementioned properties, subject to the following conditions:

1. The "Use" of the property is a warehouse facility campus with ancillary parking lots.
2. The zero foot setback is applicable only to the segment of the lot where the parking facility exists.
3. The Applicant shall prepare, submit to the City for review, and record at the Carver County Recorder's Office with each of the affected properties a joint access or similar agreement providing for the installation, maintenance, and use of the joint parking facility by the fee owner of both lots.
4. The variances shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.

Adopted by the City Council this 27th day of August, 2018.

Carol Lagergren, Mayor

Attest:

Kelly Hayes, City Clerk/Treasurer



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

From: Cynthia Smith Strack, Consulting Planner

Date: August 27, 2018

Re: Code Amendment Request: Allow First Floor Residential in the C-3 Downtown Districts

BACKGROUND

Michael Clark on behalf of Alvera Clark has applied for a code amendment pertaining to the Section 1230.10, Subd. 2(L) first floor residential uses in the C-3 Downtown District. Clark is the owner of property at 232 Main Street East in the C-3 District. The attached zoning map illustrates the location of C-3 properties.

Currently Code allows first floor residential uses in commercial structures in the Downtown Districts subject to the following caveats:

1. The residential use does not compose greater than fifty (50) percent of the ground floor area;
2. A storefront is retained in the front of the building adjacent to the public street;
3. A separate entry is provided for the residential use;
4. The residential use is not adversely impacted by the adjoining commercial use in terms of hours of operation prior to 7 a.m. or after 9 p.m., production of odor or noise, or increased traffic generation;
5. Off-street parking is provided for the residential use.

The Applicant proposes first floor residential use of commercial structures in Downtown Districts be allowed without restriction as a permitted use.

The Planning Commission held a public hearing on the request on July 3rd. Following the hearing the PC postponed action on the amendment pending receipt of a recommendation from a joint committee pursuing downtown revitalization. The joint committee recommended the existing code language be maintained.

The Planning Commission resumed discussion on the draft amendment request on July 31st. The Planning Commission noted:

1. The recommendation of the joint committee pursuing downtown revitalization.
2. Previous discussion pertaining to residential first floor occupancy of commercial buildings.
3. A 2017 code amendment providing for residential uses on the first floor of commercial structures in the downtowns providing a storefront was retained. The 2017 amendment was perceived to be a means to allow increased flexibility in the C-3 Districts wherein vacant buildings are reoccurring issues. The code amendment intends to keep the appearance of storefronts (large windows, welcoming entries, etc) and avoid reducing window/door opaqueness which often accompanies residential uses at ground level.
4. The fact the City Council/EDC are actively pursuing Downtown revitalization at this time.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission approved a motion recommending the City Council deny the proposed code amendment and retain existing language.

ACTION:

The City Council is to take action on a proposed code amendment to provide for residential uses on the first floor of commercial structures in the C-3 Downtown Districts.

ATTACHMENTS:

Memo
Zoning Map
Proposed Ordinance
Application
Aerial & Street Map

**CITY OF NORWOOD YOUNG AMERICA
ORDINANCE NO. 307**

AN ORDINANCE AMENDING SECTION 1230.10, SUBD. 2(L) OF THE CITY CODE TO PROVIDE FOR RESIDENTIAL USES ON THE FIRST FLOOR OF NON-RESIDENTIAL STRUCTURES IN THE C-3 DOWNTOWN DISTRICT.

- I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA TO PROMOTE THE PUBLIC SAFETY, HEALTH, AND WELFARE, HEREBY ORDAINS:**
- II. SECTION 1230.10, SUBD. 2 RELATING TO PERMITTED USES IN THE C-3 DOWNTOWN DISTRICT SHALL BE AMENDED AS FOLLOWS:**

Subd. 2 Permitted Uses. The following uses are permitted in the Downtown District:

- A. General commercial office space;
- B. Professional Services, such as medical/dental clinics, law offices, and accounting offices;
- C. Finance, Insurance and Real Estate;
- D. Personal or Business Services, such as laundry, barber, shoe repair, beauty salons, photography studios and physical fitness centers less than 5,000 square feet;
- E. Public facilities serving all or portions of the city, such as municipal offices, library, post office;
- F. Retail Trade, such as grocery, hardware, drug, clothing, appliance and furniture stores;
- G. Dwelling units, if located above the street level in nonresidential structures.
- H. Specialty Shops, such as book and stationary stores, candy stores, ice cream parlors, tobacco, coffee, gift and florist shops;
- I. Standard restaurants;
- J. On and off-sale liquor establishments;
- K. Public Parks;
- L. Residential uses on the first floor of non-residential structures provided:**
 - 1. ~~The residential use does not compose greater than fifty (5) percent of the ground floor area;~~**
 - 2. ~~A storefront is retained in the front of the building adjacent to the public street;~~**
 - 3. ~~A separate entry is provided for the residential use;~~**
 - 4. ~~The residential use is not adversely impacted by the adjoining commercial use in terms of hours of operation prior to 7:00 a.m. or after 9:00 p.m., production of odor or noise, or increased traffic generation;~~**
 - 5. ~~Off-street parking is provided for the residential use on-site or within 100 feet of the structure.~~**

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

Adopted by the City of Norwood Young America on this 27th day of August 2018.

Carol Lagergren, Mayor


Attest:

Kelly Hayes, City Clerk/Treasurer

Google Maps 232 E Main St



Image capture: Aug 2014 © 2018Google
Norwood Young America, Minnesota

 Google, Inc.

Street View - Aug 2014



232 Main St E



Planning and Zoning Application

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

{Z 7D, }D 7J7}7-

Applicant's Name <u>JI) -e, ' -' C Ov</u>	Telephone Home <u>452-467-2671</u> Work/Cell
Address (Street, City, State, ZIP) <u>48 S - 31st Ave, S.E</u>	Telephone Home Work/Cell
Property Owner's Name (If different from above)	

Location of Project
.).3:Z 1=-, //1_a_i rr e,- VYH- MN. SS3 :'

Legal Description

Description of Request (Attach separate sheet, if necessary)
D# S-%, IJ I oS tJf
W w o d 1' /< t4.. J1 a... 111e11J11e} \t' r t w l h e, Z o h i n -t-e'/. J o f i h e
h--ope..-r' / ,4-r :J3J- ECLST frla,i'n s--ri--eet" Ny1L/IY/11 W{ _ t(.)ou.-ld , / f_-e,-11b ° l f £,4
to Su;:// 'the- ?r-of<?..'rT")tvS Resi'Jenlu--l or/1pt>i""ihieh,S t'11(J....dd.,'j10Y11tJ7hG
tu.. rre >-iT _-'Ztin l

Proposed Action(s): Check all that apply		
<input type="checkbox"/> Annexation \$300.00	<input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow	<input type="checkbox"/> Storm Water Plan \$250.00
<input type="checkbox"/> Application for Appeal \$150.00	<input type="checkbox"/> Sketch Plat \$200.00 + Escrow	<input type="checkbox"/> Rezoning \$350.00
<input type="checkbox"/> City Code Amendment \$250.00	<input type="checkbox"/> Site Plan \$300.00 + Escrow	<input type="checkbox"/> Street/Alley Vacation \$150.00
<input type="checkbox"/> Parking Reduction \$100.00	<input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow	<input type="checkbox"/> X_zoning Text Amendment \$300.00
<input type="checkbox"/> CUP/IUP \$200.00 (Residential)	<input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow	<input type="checkbox"/> Recording Fee \$46.00
<input type="checkbox"/> CUP/IUP \$300.00 (Non Residential)	<input type="checkbox"/> PUD Final Plan \$300.00 + Escrow	<input type="checkbox"/> Boundary Line Adjustment \$100.00
<input type="checkbox"/> Variance \$200.00 (Residential)	<input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow	Other _____
<input type="checkbox"/> Variance \$300.00 (Non Residential)	<input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow	
<input type="checkbox"/> Lot Split \$200.00	<input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow	
<input type="checkbox"/> J(Public Hearing Notice \$75.00	<input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow	

ALL ESCROW MUST BE PAID BY CERTIFIED CHECK

Escrow Deposit \$2,000.00

Escrow Deposit - Site Plan Review: \$15,000 (Tacoma West Industrial Park), \$5,000.00 (All other site plan reviews)

Escrow Deposit - Development Review (paid at Sketch Plan): \$10,000.00

ALL PLANNING & ZONING APPLICATION FEES ARE IN ADDITION TO LEGAL, ENGINEERING AND ASSOCIATED COSTS.

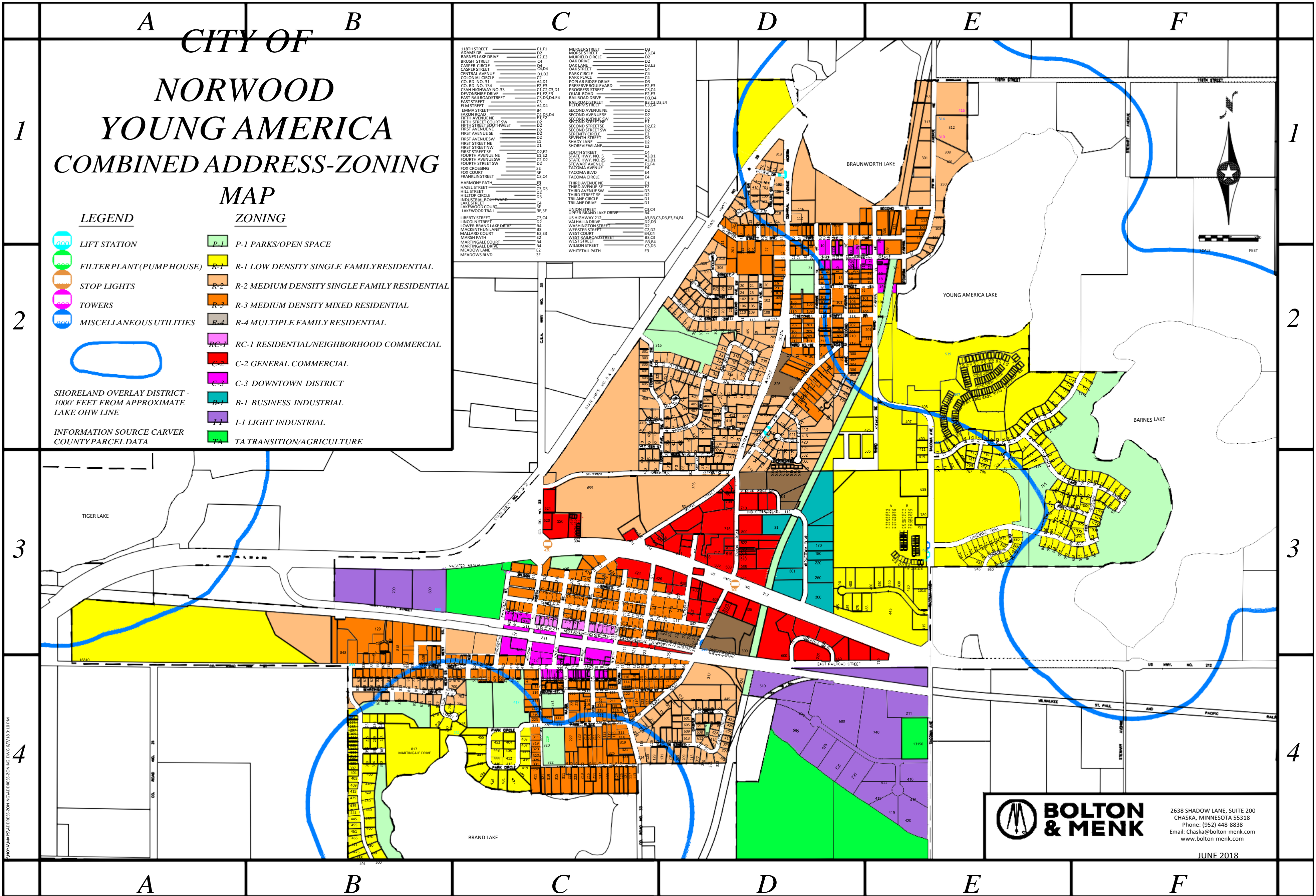
APPLICATIONS WILL BE PROCESSED ONLY IF ALL REQUIRED ITEMS ARE SUBMITTED

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of Chapter 11 and Chapter 12 of the City Code and other applicable ordinances.

Applicant's Signature: <u>!)CULJu</u>	Date <u>0 - .S-- a Ir?</u>
---	-------------------------------

Fee Owner's Signature: <u>Unira Clark</u>	Date
--	------

Accepted By:	For Office Use	Amount	Date





TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: August 27, 2018

SUBJECT: 2040 Comprehensive Plan Extension Request – Local Planning Assistance
Program Grant Agreement Amendment

=====

The City Council at its April 23, 2018 regular meeting approved Resolution 2018-19, requesting an extension to the deadline for submitting the 2040 Comprehensive Plan to the Metropolitan Council. The Met Council has approved the new submittal deadline of March 29, 2019.

The request for extension to the Comprehensive Plan submission date also requires an amendment to the Local Planning Assistance Program Grant Agreement. The City entered this grant agreement with the Met Council in November 2016. The grant award was for \$32,000, of which the City has received one-half and is scheduled to receive the second half upon Met Council approval of the 2040 Comprehensive Plan.

Enclosed for the City Council's consideration is an amendment to the Planning Assistance grant agreement as prepared by the Met Council. The only amendment is the revised submission date to March 29, 2019.

Suggested Motion:

Motion to approve the Local Planning Assistance Program Grant Agreement Amendment.

Norwood Young America



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

From: Cynthia Smith Strack, Consulting Planner

Date: August 27, 2018

Re: Code Amendment Request: Allow First Floor Residential in the C-3 Downtown Districts

BACKGROUND

Michael Clark on behalf of Alvera Clark has applied for a code amendment pertaining to the Section 1230.10, Subd. 2(L) first floor residential uses in the C-3 Downtown District. Clark is the owner of property at 232 Main Street East in the C-3 District. The attached zoning map illustrates the location of C-3 properties.

Currently Code allows first floor residential uses in commercial structures in the Downtown Districts subject to the following caveats:

1. The residential use does not compose greater than fifty (50) percent of the ground floor area;
2. A storefront is retained in the front of the building adjacent to the public street;
3. A separate entry is provided for the residential use;
4. The residential use is not adversely impacted by the adjoining commercial use in terms of hours of operation prior to 7 a.m. or after 9 p.m., production of odor or noise, or increased traffic generation;
5. Off-street parking is provided for the residential use.

The Applicant proposes first floor residential use of commercial structures in Downtown Districts be allowed without restriction as a permitted use.

The Planning Commission held a public hearing on the request on July 3rd. Following the hearing the PC postponed action on the amendment pending receipt of a recommendation from a joint committee pursuing downtown revitalization. The joint committee recommended the existing code language be maintained.

The Planning Commission resumed discussion on the draft amendment request on July 31st. The Planning Commission noted:

1. The recommendation of the joint committee pursuing downtown revitalization.
2. Previous discussion pertaining to residential first floor occupancy of commercial buildings.
3. A 2017 code amendment providing for residential uses on the first floor of commercial structures in the downtowns providing a storefront was retained. The 2017 amendment was perceived to be a means to allow increased flexibility in the C-3 Districts wherein vacant buildings are reoccurring issues. The code amendment intends to keep the appearance of storefronts (large windows, welcoming entries, etc) and avoid reducing window/door opaqueness which often accompanies residential uses at ground level.
4. The fact the City Council/EDC are actively pursuing Downtown revitalization at this time.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission approved a motion recommending the City Council deny the proposed code amendment and retain existing language.

ACTION:

The City Council is to take action on a proposed code amendment to provide for residential uses on the first floor of commercial structures in the C-3 Downtown Districts.

ATTACHMENTS:

Memo
Zoning Map
Proposed Ordinance
Application
Aerial & Street Map

**CITY OF NORWOOD YOUNG AMERICA
ORDINANCE NO. 307**

AN ORDINANCE AMENDING SECTION 1230.10, SUBD. 2(L) OF THE CITY CODE TO PROVIDE FOR RESIDENTIAL USES ON THE FIRST FLOOR OF NON-RESIDENTIAL STRUCTURES IN THE C-3 DOWNTOWN DISTRICT.

- I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA TO PROMOTE THE PUBLIC SAFETY, HEALTH, AND WELFARE, HEREBY ORDAINS:**
- II. SECTION 1230.10, SUBD. 2 RELATING TO PERMITTED USES IN THE C-3 DOWNTOWN DISTRICT SHALL BE AMENDED AS FOLLOWS:**

Subd. 2 Permitted Uses. The following uses are permitted in the Downtown District:

- A. General commercial office space;
- B. Professional Services, such as medical/dental clinics, law offices, and accounting offices;
- C. Finance, Insurance and Real Estate;
- D. Personal or Business Services, such as laundry, barber, shoe repair, beauty salons, photography studios and physical fitness centers less than 5,000 square feet;
- E. Public facilities serving all or portions of the city, such as municipal offices, library, post office;
- F. Retail Trade, such as grocery, hardware, drug, clothing, appliance and furniture stores;
- G. Dwelling units, if located above the street level in nonresidential structures.
- H. Specialty Shops, such as book and stationary stores, candy stores, ice cream parlors, tobacco, coffee, gift and florist shops;
- I. Standard restaurants;
- J. On and off-sale liquor establishments;
- K. Public Parks;
- L. Residential uses on the first floor of non-residential structures provided:**
 - 1. ~~The residential use does not compose greater than fifty (5) percent of the ground floor area;~~**
 - 2. ~~A storefront is retained in the front of the building adjacent to the public street;~~**
 - 3. ~~A separate entry is provided for the residential use;~~**
 - 4. ~~The residential use is not adversely impacted by the adjoining commercial use in terms of hours of operation prior to 7:00 a.m. or after 9:00 p.m., production of odor or noise, or increased traffic generation;~~**
 - 5. ~~Off-street parking is provided for the residential use on-site or within 100 feet of the structure.~~**

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

Adopted by the City of Norwood Young America on this 27th day of August 2018.

Carol Lagergren, Mayor

Attest:

Kelly Hayes, City Clerk/Treasurer

Google Maps 232 E Main St



Image capture: Aug 2014 © 2018Google
Norwood Young America, Minnesota
Google, Inc.
Street View - Aug 2014



232 Main St E

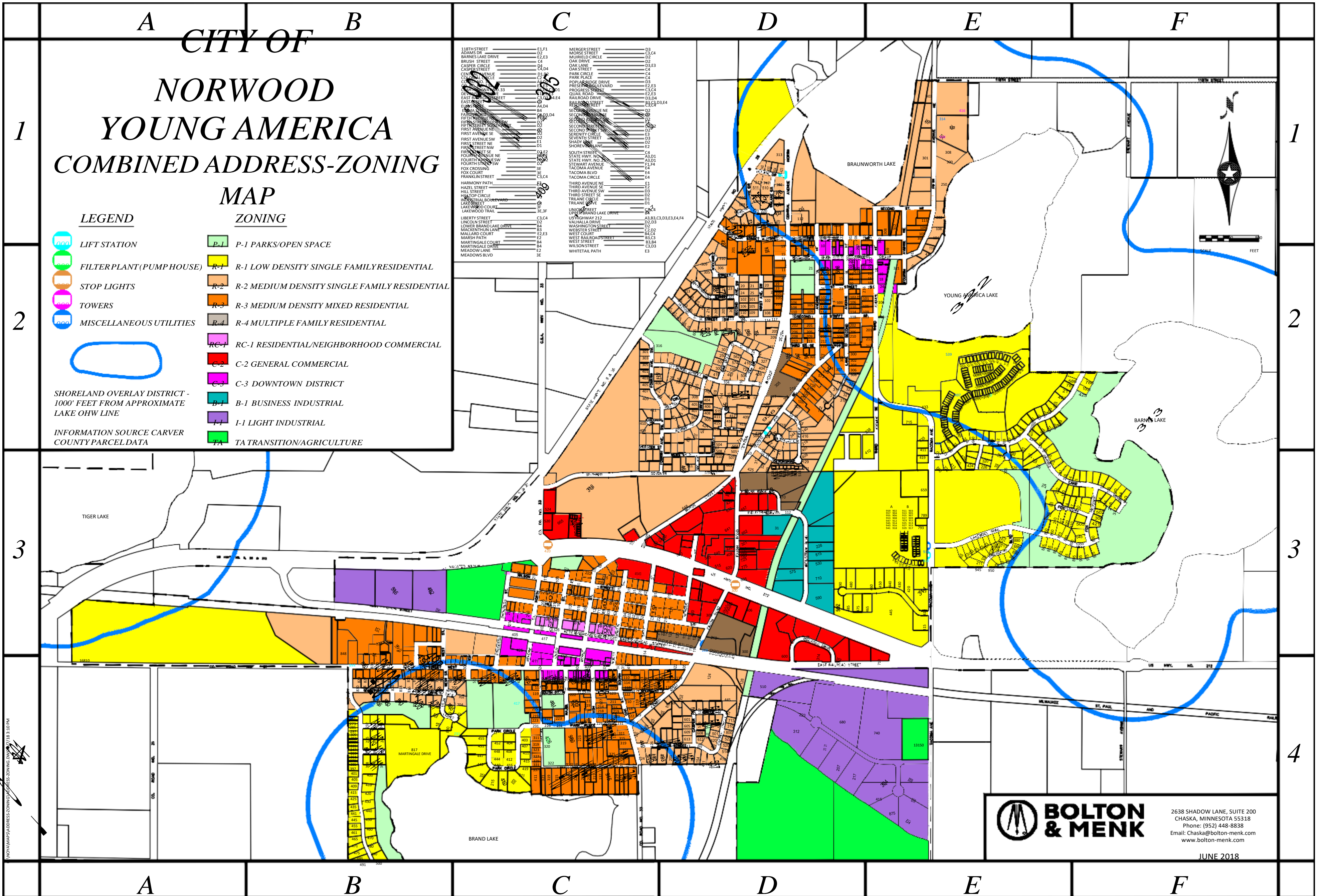


Planning and Zoning Application

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

{Z 7D, }D 7J7}7-

Applicant's Name <div style="text-align: center;"><i>JI) -e, ' -' C Ov</i></div>		Telephone Home Work/Cell <i>952-467-2671</i>				
Address (Street, City, State, ZIP) <i>48 S - 31st Ave, S.E</i>		Telephone Home Work/Cell				
Property Owner's Name (If different from above)		Telephone Home Work/Cell				
Location of Project <i>.).3:Z 1=-, //1_a_i rr e,- VYH- MN. SS3 :'</i>						
Legal Description <i>D# S-%, IJ I oS tJf</i>						
Description of Request (Attach separate sheet, if necessary) <i>W w o d 1' /< t4..J1 a... 111e11J11e} \t' r w l h e, Z o h i n -t-e'/. J o f i h e h--ope..-r' / ,4-r :J3J- ECLST frla,i'n s--ri--eet" Ny1L/IY/11 W{ t(.)ou.-ld, / f.-e,-11b ° lf £,4 to Su;,// 'the- ?r-of<?..'rT")tvS Resi'Jenlu--l or/1pt>i""ihieh,S t'11(J....dd.,'j10Y11tJ7hG tu.. rre >-iT _.'Ztin l</i>						
<div style="text-align: center;">Proposed Action(s): Check all that apply</div> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Annexation \$300.00 <input type="checkbox"/> Application for Appeal \$150.00 <input type="checkbox"/> City Code Amendment \$250.00 <input type="checkbox"/> Parking Reduction \$100.00 <input type="checkbox"/> CUP/IUP \$200.00 (Residential) <input type="checkbox"/> CUP/IUP \$300.00 (Non Residential) <input type="checkbox"/> Variance \$200.00 (Residential) <input type="checkbox"/> Variance \$300.00 (Non Residential) <input type="checkbox"/> Lot Split \$200.00 <input type="checkbox"/> J(Public Hearing Notice \$75.00 </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow <input type="checkbox"/> Sketch Plat \$200.00 + Escrow <input type="checkbox"/> Site Plan \$300.00 + Escrow <input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow <input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow <input type="checkbox"/> PUD Final Plan \$300.00 + Escrow <input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow <input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Storm Water Plan \$250.00 <input type="checkbox"/> Rezoning \$350.00 <input type="checkbox"/> Street/Alley Vacation \$150.00 <input type="checkbox"/> X zoning Text Amendment \$300.00 <input type="checkbox"/> Recording Fee \$46.00 <input type="checkbox"/> Boundary Line Adjustment \$100.00 Other _____ </td> </tr> </table>				<input type="checkbox"/> Annexation \$300.00 <input type="checkbox"/> Application for Appeal \$150.00 <input type="checkbox"/> City Code Amendment \$250.00 <input type="checkbox"/> Parking Reduction \$100.00 <input type="checkbox"/> CUP/IUP \$200.00 (Residential) <input type="checkbox"/> CUP/IUP \$300.00 (Non Residential) <input type="checkbox"/> Variance \$200.00 (Residential) <input type="checkbox"/> Variance \$300.00 (Non Residential) <input type="checkbox"/> Lot Split \$200.00 <input type="checkbox"/> J(Public Hearing Notice \$75.00	<input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow <input type="checkbox"/> Sketch Plat \$200.00 + Escrow <input type="checkbox"/> Site Plan \$300.00 + Escrow <input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow <input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow <input type="checkbox"/> PUD Final Plan \$300.00 + Escrow <input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow <input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow	<input type="checkbox"/> Storm Water Plan \$250.00 <input type="checkbox"/> Rezoning \$350.00 <input type="checkbox"/> Street/Alley Vacation \$150.00 <input type="checkbox"/> X zoning Text Amendment \$300.00 <input type="checkbox"/> Recording Fee \$46.00 <input type="checkbox"/> Boundary Line Adjustment \$100.00 Other _____
<input type="checkbox"/> Annexation \$300.00 <input type="checkbox"/> Application for Appeal \$150.00 <input type="checkbox"/> City Code Amendment \$250.00 <input type="checkbox"/> Parking Reduction \$100.00 <input type="checkbox"/> CUP/IUP \$200.00 (Residential) <input type="checkbox"/> CUP/IUP \$300.00 (Non Residential) <input type="checkbox"/> Variance \$200.00 (Residential) <input type="checkbox"/> Variance \$300.00 (Non Residential) <input type="checkbox"/> Lot Split \$200.00 <input type="checkbox"/> J(Public Hearing Notice \$75.00	<input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow <input type="checkbox"/> Sketch Plat \$200.00 + Escrow <input type="checkbox"/> Site Plan \$300.00 + Escrow <input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow <input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow <input type="checkbox"/> PUD Final Plan \$300.00 + Escrow <input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow <input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow <input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow	<input type="checkbox"/> Storm Water Plan \$250.00 <input type="checkbox"/> Rezoning \$350.00 <input type="checkbox"/> Street/Alley Vacation \$150.00 <input type="checkbox"/> X zoning Text Amendment \$300.00 <input type="checkbox"/> Recording Fee \$46.00 <input type="checkbox"/> Boundary Line Adjustment \$100.00 Other _____				
ALL ESCROW MUST BE PAID BY CERTIFIED CHECK Escrow Deposit \$2,000.00 Escrow Deposit - Site Plan Review: \$15,000 (Tacoma West Industrial Park), \$5,000.00 (All other site plan reviews) Escrow Deposit - Development Review (paid at Sketch Plan): \$10,000.00 ALL PLANNING & ZONING APPLICATION FEES ARE IN ADDITION TO LEGAL, ENGINEERING AND ASSOCIATED COSTS. *APPLICATIONS WILL BE PROCESSED ONLY IF ALL <u>REQUIRED ITEMS ARE SUBMITTED</u> *						
The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of Chapter 11 and Chapter 12 of the City Code and other applicable ordinances.						
Applicant's Signature: <div style="text-align: center;"><i>!)CULJu</i></div>		Date <div style="text-align: center;"><i>0 - .S-- a Ir?</i></div>				
Fee Owner's Signature: <div style="text-align: center;"><i>Unira Clark</i></div>		Date				
Accepted By:		<div style="text-align: center;">For Office Use</div> Amount Date				





TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: August 27, 2018

SUBJECT: 2040 Comprehensive Plan Extension Request – Local Planning Assistance
Program Grant Agreement Amendment

=====

The City Council at its April 23, 2018 regular meeting approved Resolution 2018-19, requesting an extension to the deadline for submitting the 2040 Comprehensive Plan to the Metropolitan Council. The Met Council has approved the new submittal deadline of March 29, 2019.

The request for extension to the Comprehensive Plan submission date also requires an amendment to the Local Planning Assistance Program Grant Agreement. The City entered this grant agreement with the Met Council in November 2016. The grant award was for \$32,000, of which the City has received one-half and is scheduled to receive the second half upon Met Council approval of the 2040 Comprehensive Plan.

Enclosed for the City Council's consideration is an amendment to the Planning Assistance grant agreement as prepared by the Met Council. The only amendment is the revised submission date to March 29, 2019.

Suggested Motion:

Motion to approve the Local Planning Assistance Program Grant Agreement Amendment.

Grantee: City of Norwood Young America

Grant No.: SG05767-01

Revised Submission Date: March 29, 2019

Revised End Date: March 29, 2020

**AMENDMENT AND EXTENSION OF
METROPOLITAN COUNCIL
LOCAL PLANNING ASSISTANCE PROGRAM

GRANT AGREEMENT**

THIS AGREEMENT is made and entered into by the Metropolitan Council ("Council") and the metropolitan-area governmental unit identified above as the "Grantee."

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

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

WHEREAS, the Grantee and the Council entered into a grant agreement identified above (the "Agreement") under which the Council made local planning assistance grant funds available to the Grantee to help fund certain local comprehensive planning activities associated with the Grantee's "decennial" comprehensive plan update and the Grantee agreed to update its comprehensive plan by December 31, 2018 as required by Minnesota Statutes section 473.864, subdivision 2; and

WHEREAS, Minnesota Statutes section 473.864, subdivision 2, authorizes the Council to grant extensions to local governmental units to allow local governmental units additional time within which to complete their decennial reviews and, if necessary, amendments required by section 473.864, but the extensions must include timetables and plans for completing the reviews and amendments; and

WHEREAS, at its January 10, 2018 meeting the Metropolitan Council authorized its staff to: (1) administratively review and grant extensions to the December 31, 2018 deadline if extension requests were submitted by May 31, 2018; and (2) execute amendments to planning grant agreements to modify the date by which grantees must complete and submit their decennial updates; and

WHEREAS, the Grantee requested an extension of the December 31, 2018 date by which it must complete its decennial plan review and amendments; and

NOW THEREFORE, pursuant to Paragraphs 4.01 and 4.03 of the Agreement and the Metropolitan Council's January 10, 2018 action, the Council and the Grantee agree to amend and extend the Agreement as follows:

1. The December 31, 2019 "End Date" identified at Page 1 of the Agreement and referenced in Paragraph 4.01, **Term and End Date**, and Paragraph 2.01(a), **Timely Plan Update Submission**, is changed to the "Revised End Date" identified at Page 1 of this amendment.
2. The December 31, 2018 date in Paragraph 2.01(a), **Timely Plan Update Submission**, by which the Grantee must review and update its local comprehensive plan is changed to the "Revised Submission Date" identified at Page 1 of this amendment. Notwithstanding the extension of the December 31, 2018 date by which the Grantee must complete and submit its decennial update, this extension does not change any due dates for surface water management plans or water supply plans.
3. The Grantee's work plan and budget is replaced with the attached revised work plan and budget which is incorporated into this Agreement as Revised Attachment A. All references to "work plan" in the Agreement are changed to "revised work plan" and all references to "Attachment A" are changed to "Revised Attachment A."

Except for these modifications, the provisions of the Agreement shall remain in force and effect without change.

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

GRANTEE

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

METROPOLITAN COUNCIL

By: _____

LisaBeth Barajas, Director
Community Development

Date: _____

REVISED ATTACHMENT A

Grantee's Revised Work Plan and Budget

This Revised Attachment A comprises this page and the Grantee's revised work plan and budget as approved by the Council.

DESTINATION NORWOOD YOUNG AMERICA 2040 WORK PLAN

Work Plan Item	Grant Funded Costs	City Funded Costs	Estimated Total Cost
Update inventory/analysis	\$ 5,000.00	\$ 2,000.00	\$ 7,000.00
Update/create GIS maps as appropriate	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00
Review and as necessary revise land use plan	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
Review and as necessary revise the transportation plan; transportation modeling completed by Carver County pursuant to land use plan as specified above.	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00
Review and as necessary revise park/recreation plan	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
Review water resources plans	\$ 3,500.00	\$ 1,500.00	\$ 5,000.00
Review and as necessary revise the housing plan, including incorporation of affordable housing need allocation as specified by the Metropolitan Council.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Review and as necessary revise economic development plan	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Review and as necessary revise implementation strategies	\$ 2,500.00	\$ 500.00	\$ 3,000.00
Coordinate public input, public review, adjacent jurisdiction review, and Metropolitan Council review processes	\$ 2,000.00	\$ 5,000.00	\$ 7,000.00
Revise document design, create electronic (primary distribution method) and paper versions, assemble & distribute plan, market plan and planning effort	\$ 3,500.00	\$ 500.00	\$ 4,000.00
Project oversight and coordination	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00
TOTAL	\$ 32,000.00	\$ 25,000.00	\$ 57,000.00



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: August 27, 2018

SUBJECT: Schedule Mediacom Franchise Agreement Public Hearing

=====

Enclosed is the proposed new Franchise Agreement with Mediacom. In accordance with State statute, prior to adopting the franchise agreement a public hearing is required to be held for the purpose of taking public comment on the proposed agreement. Proposed is to schedule said hearing for the City Council's September 24th regular meeting.

Mediacom is one of two cable TV providers in Norwood Young America and the current Franchise Agreement with them has expired. To date, it has been the arrangement between the two parties that we operate under the expired agreement until such time that a new one is implemented. The current franchise agreement also includes the City of Hamburg. As the City Council previously directed, the City of Hamburg has been given notice of the City's intent to establish a new franchise agreement solely with Mediacom.

Both the Cities of Norwood Young America and Hamburg receive franchise fees from Mediacom. Up until 2016, the City was transferring the franchise fees it received from Mediacom to the City of Hamburg who administered the funds to operate the local cable access station. Over the years the franchise fees collected have exceeded the annual expenses and a fund balance has grown. The City's share of current fund balance is approximately \$40,000.

The Cities of Norwood Young America and Hamburg have partnered to operate the local Cable Access Station for several years. Many years ago, a local citizen was hired as the station programmer and has been responsible for making the updates to the community calendar, and programing and airing City, School, churches, etc., meetings and events. There is no formal agreement with this citizen.

Proposed is to discuss: 1) whether or not to continue the partnership with the City of Hamburg in operating the cable access station; 2) whether or not to enter into a written agreement with the cable access station programmer; and 3) sending a letter to the City of Hamburg requesting payment or reimbursement of the City's share of the franchise fees/cable access station funds.

Suggested Motion:

Norwood Young America

Motion to schedule a public hearing for 6:00 p.m., September 24, 2018, for the purpose of considering Ordinance No. 308, Cable Franchise Agreement between the City of Norwood Young America and Mediacom Minnesota LLC.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: August 27, 2018

SUBJECT: Schedule Public Hearing or Adopt Ordinance No. 309, Northern States Power Company Franchise Agreement

=====

Enclosed is the proposed new Franchise Agreement with Northern States Power Company (d/b/a Xcel Energy). Per state statute, a public hearing is not required to be held on the proposed Franchise Agreement but the City Council can certainly choose to do so. The current Franchise Agreement is due to expire on September 14, 2018.

Scott Johnson, representing Xcel Energy will be present to review the proposed Franchise Agreement and answer questions.

One of the changes to the Franchise Agreement is the addition of Section 9, Franchise Fee. Currently a franchise fee is not being collected nor is one proposed to be established at this time. But the City may possibly consider establishing a franchise fee sometime during the term of the Franchise Agreement.

If the Council elects to adopt Ordinance No. 309 at this meeting, a summary publication is enclosed for its consideration.

Possible Motions:

Motion to schedule a public hearing for 6:15 p.m., September 24, 2018, for the purpose of considering Ordinance No. 309, Franchise Agreement between the City of Norwood Young America and Northern States Power Company.

OR

Motion to adopt Ordinance No. 309, an ordinance granting Northern States Power Company, a Minnesota Corporation, its successors and assigns, permission to construct, operate, repair and maintain in the City of Norwood Young America, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the city, its inhabitants, and others, and to use the public grounds and public ways of the city for such purposes.

Norwood Young America

Norwood Young America

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



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: August 27, 2018
SUBJECT: Schedule Public Hearing or Adopt Ordinance No. 309, Northern States Power Company Franchise Agreement

Enclosed is the proposed new Franchise Agreement with Northern States Power Company (d/b/a Xcel Energy). Per state statute, a public hearing is not required to be held on the proposed Franchise Agreement but the City Council can certainly choose to do so. The current Franchise Agreement is due to expire on September 14, 2018.

Scott Johnson, representing Xcel Energy will be present to review the proposed Franchise Agreement and answer questions.

One of the changes to the Franchise Agreement is the addition of Section 9, Franchise Fee. Currently a franchise fee is not being collected nor is one proposed to be established at this time. But the City may possibly consider establishing a franchise fee sometime during the term of the Franchise Agreement.

If the Council elects to adopt Ordinance No. 309 at this meeting, a summary publication is enclosed for its consideration.

Possible Motions:

Motion to schedule a public hearing for 6:15 p.m., September 24, 2018, for the purpose of considering Ordinance No. 309, Franchise Agreement between the City of Norwood Young America and Northern States Power Company.

OR

Motion to adopt Ordinance No. 309, an ordinance granting Northern States Power Company, a Minnesota Corporation, its successors and assigns, permission to construct, operate, repair and maintain in the City of Norwood Young America, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the city, its inhabitants, and others, and to use the public grounds and public ways of the city for such purposes.

Norwood Young America

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 309

CITY OF NORWOOD YOUNG AMERICA, CARVER COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, CARVER COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Norwood, County of Carver, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, street lighting and traffic control systems, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.6 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, 310 Elm Street W, P.O. 59, Norwood Young America, MN 55368. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.7 **Public Ground.** Land owned or otherwise controlled by the City for park, open space or similar purpose, which is held for use in common by the public.

1.8 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate

ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person, including Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 **Fee Schedule.** During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee not to exceed five percent (5%) of the Company's Gross Revenues, as hereinafter defined, by collecting the amounts calculated on a flat fee per month basis as indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Customer Classification for service at each and every customer location, based on a Fee Schedule form similar to the following:

<u>Class</u>	<u>Fee Per Premise Per Month</u>
Residential	\$__
Sm C & I – Non-Dem	\$__
Sm C & I – Demand	\$__
Large C & I	\$__
Public Street Lighting	\$__
Muni Pumping N/D	\$__
Muni Pumping Dem	\$__

In the event the City desires to collect a franchise fee as set forth above, the City shall give Company Notice to amend this franchise agreement to authorize collection of a franchise fee by separate ordinance in an amount and upon such terms and conditions as Company and City at that time are willing to incorporate in their electric franchise agreements, subject to the provisions of this Section 9. Upon receipt of such Notice, Company shall negotiate in good faith with City to so amend this franchise agreement in accordance with the following provisions.

9.2 **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least ninety (90) days after written notice enclosing such proposed ordinance has been served upon the Company by certified mail, and written acceptance thereof by Company. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 **Terms Defined.** For the purpose of this Section 9, the following definitions apply:

9.3.1 "Customer Classification" shall refer to the classes listed on the Fee Schedule and as defined or determined in Company's electric tariffs on file with the Commission.

9.3.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Classifications added by Company to its electric tariffs after the effective date of this franchise agreement

9.3.3 "Gross Revenue" means all sums, excluding any surcharge or similar addition to the Company's charges to customers for the purpose of reimbursing the Company for the cost resulting from the franchise fee, received by the Company from the sale of electricity to its retail customers within the corporate limits of the City.

9.4 **Collection of the Fee.** The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 **Equivalent Fee Requirement.** The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City quarterly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers, the percentage of the annual bill represented by the amount collected for the franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City, but shall not apply to energy sales for the purpose of providing fuel for vehicles.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any

such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Adopted and approved this ____ of _____ 2018

Carol Lagergren, Mayor

Attest:

City Clerk/Treasurer

(S E A L)

**City of Norwood Young America
Summary of Ordinance No. 309**

The City of Norwood Young America has adopted Ordinance 309 entitled "An ordinance granting Northern States Power Company, a Minnesota Corporation, its successors and assigns, permission to construct, operate, repair and maintain in the City of Norwood Young America, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the city, its inhabitants, and others, and to use the public grounds and public ways of the city for such purposes.

Effective Date: This ordinance becomes effective upon its passage and publication according to law. Ordinance No. 309 was adopted by the City Council on August 27, 2018.

A complete copy of Ordinance No. 309 is available for review at the Norwood Young America City Offices, located at 310 Elm St W. If you have any questions, please contact the City at (952) 467-1800.



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: August 27, 2018

RE: IT Services

In November 2008, the City selected TechStar Solutions, Inc. as the vendor for technology services. It has been past practice for the City to review agreements, such as this one, and to request proposals every so often to make sure the amount being paid for service is competitive.

In April 2018, proposals were requested and received from:

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

The council created a sub-committee made up of Carol Lagergren, Charlie Storms, Steve Helget and myself. The top three candidates were interviewed: TechStar, Loffler and Marco. It is the recommendation of the sub-committee to award the contract to Marco. The City Attorney reviewed the contract and recommended a few changes. Although we haven't received the final agreement prior to this memo, we have been told that it will be available in time for the council meeting on August 27, 2018.

Recommendation:

Motion to terminate IT services agreement with TechStar effective October 1, 2018.

AND

Motion to award the IT services agreement to Marco with an effective date of October 1, 2018,



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: August 27, 2018

SUBJECT: Brand Lake Highlands Open Space Easement

=====

Currently the City has an existing Open Space Easement in the Brand Lake Highlands development which identifies certain areas within the development that are to remain in their natural state (see enclosed aerial photo). At the August 28, 2017 Council work session meeting, the Council directed staff to send a letter to the property owners stating that the open space easement area must be left in its natural state. Enclosed is a copy of said letter and a copy of the Open Space Easement.

Upon inspecting the open space easement areas it appears some property owners are still infringing their yard or yard amenities into the defined easement area. Most of the signs identifying the easement area boundary are still in place but it appears some have been moved.

According to the Minnesota DNR, lawns that were grass seeded can simply be let go to grow naturally but lawns that were sodded are to remove the sod and seeded with a native mix. Spot treatment of invasive species is permissible.

Possible Courses of Action:

1. Direct Bolton & Menk to confirm/reestablish the location of the defined easement area and ensure signs are properly posted. Send a letter to all property owners notifying them that a survey crew will be working in the area for this purpose.
2. Send a letter to the property owners who are not in compliance with the open space easement stating what needs to be completed to come into compliance and to include a deadline for such.

Recommended Motion:

Motion to direct staff to complete the courses of actions as defined by the City Council.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: August 27, 2018
SUBJECT: Brand Lake Highlands Open Space Easement

Currently the City has an existing Open Space Easement in the Brand Lake Highlands development which identifies certain areas within the development that are to remain in their natural state (see enclosed aerial photo). At the August 28, 2017 Council work session meeting, the Council directed staff to send a letter to the property owners stating that the open space easement area must be left in its natural state. Enclosed is a copy of said letter and a copy of the Open Space Easement.

Upon inspecting the open space easement areas it appears some property owners are still infringing their yard or yard amenities into the defined easement area. Most of the signs identifying the easement area boundary are still in place but it appears some have been moved.

According to the Minnesota DNR, lawns that were grass seeded can simply be let go to grow naturally but lawns that were sodded are to remove the sod and seeded with a native mix. Spot treatment of invasive species is permissible.

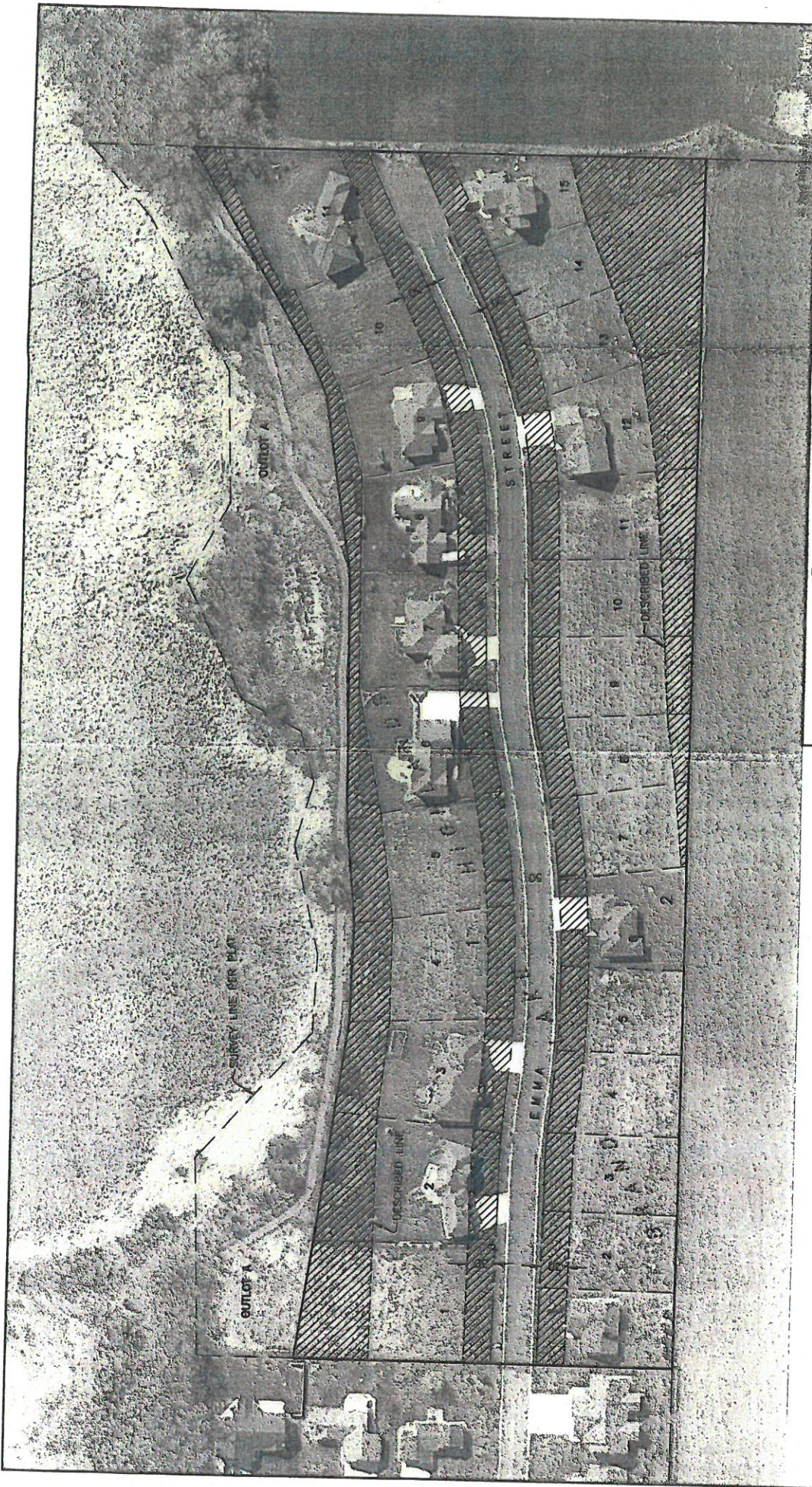
Possible Courses of Action:

1. Direct Bolton & Menk to confirm/reestablish the location of the defined easement area and ensure signs are properly posted. Send a letter to all property owners notifying them that a survey crew will be working in the area for this purpose.
2. Send a letter to the property owners who are not in compliance with the open space easement stating what needs to be completed to come into compliance and to include a deadline for such.

Recommended Motion:

Motion to direct staff to complete the courses of actions as defined by the City Council.

Norwood Young America



Easement Exhibit
Norwood Young American, Carver County, MN

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
2638 SHADOW LANE, SUITE 200
CHASKA, MINNESOTA 55318
(952)-448-8838

PART OF
BLK'S 1 & 2
BRAND LAKE HIGHLANDS

FOR: CITY OF NORWOOD YOUNG AMERICA

OPEN SPACE EASEMENT
PER DOC. NO. T148780

0 100
SCALE IN FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\NOVA\CI23577D - MISCEMMA STREET OPEN SPACE EASEMENT\CAD\35710_EX01.DWG 04-29-2016 1:11p.m.

JOB NUMBER: C12.033710 FIELD BOOK: DRAWN BY: ASE



more than a place, it's home.

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

September 28, 2017

Re: Brand Lake Highlands – Open Space Easement

Dear Property Owners:

As directed by the City Council I'm sending this letter to remind all property owners in the Brand Lake Highlands development of the existing Open Space Easement. In 2004, prior to the City of Norwood Young America approving the Brand Lake Highlands final plat, the City and DDTR Incorporated (the Developers) were required to obtain plat approval from the Minnesota Department of Natural Resources (DNR). As a condition of the DNR's approval, DDTR Incorporated was required to give the City an Open Space Easement so certain areas within the development would remain in their natural state.

Enclosed is an aerial photo which illustrates the open space easement areas. Specifically the shaded areas located in the rear yards are the areas to be left in their natural state. Also enclosed is a copy of the Open Space Easement document.

This letter serves as notice that any items identified in the Open Space Easement that are prohibited must be removed. In addition, except in the front yards, the vegetation within the easement area is not to be maintained but allowed to grow naturally. If the area has been sodded the DNR recommends removal and seeded with a native mix. If desired, you may spot treat invasive species in the easement area.

Please feel free to contact me at 952-467-1805 or cityadmin@cityofnya.com with any questions or to discuss further.

Thank you in advance for your cooperation in this matter.

Respectfully yours,


Steven Helget
City Administrator

Document No
T 148780

OFFICE OF THE
REGISTRAR OF TITLES

CARVER COUNTY, MINNESOTA


Check # 2014 Fee: \$ 19.50

Cert. # 31567

Certified and filed on 09-28-2004 at 03:30 ☐ AM ☒ PM

2004-09-28




Carl W. Hanson, Jr.
Registrar of Titles

OPEN SPACE EASEMENT

This Easement is made this 19 day of September, 2004, by and between **DDTR Incorporated**, a Minnesota corporation, hereinafter referred to as "**Grantor**", and the **City of Norwood Young America**, a Minnesota municipal corporation, hereinafter referred to as "**City**".

WITNESSETH:

Pursuant to the provisions of Minnesota Statutes Chapter 84C, Grantor, for good and valuable consideration, grants to the City a permanent open space easement for the purposes set forth in this instrument, over, under, and across the real property described on **Exhibit "A"**, attached hereto, hereinafter referred to as the "**subject property**".

1. For the purpose of retaining and protecting natural, scenic and open space values of real property, grantor, its successors and assigns, and the City as holder of this easement, agree that without specific written authorization from the City the following are prohibited in perpetuity on the subject property;

- (a) Constructing, installing, or maintaining anything made by man, including, but not limited to, buildings, structures, fences, clothes line poles, antennas, and playground equipment. This does not include

public utility facilities, public trails or driveways to homes from a public street.

- (b) Storage of vehicles or boats or other items or material of any kind.
- (c) Cutting, removing, or altering trees, shrubs or other vegetation, except along public streets, and except for control of noxious weed or tree disease control by or as directed by a governmental agency.
- (d) Grading, excavation, filling, tiling or other topographical alterations.
- (e) Any commercial use.
- (f) Deposit of waste, garbage, yard waste, junk or debris of any kind.

2. City may enter upon the subject property for purposes of inspection and enforcement of the restrictions contained herein and to cause to be removed from the subject premises without any liability, any structures, uses, materials, substances or unnatural matter inconsistent with the covenants contained herein and the natural state of the subject property.

3. In addition to any other remedy the City may have, the restrictions contained herein may be enforced by injunction. The owners of the subject property shall pay to the City all expenses including reasonable attorney's fees incurred by City in enforcing the terms of this easement.

4. The public shall not have any interest in the subject property by virtue of this easement or otherwise, except as herein set forth.

5. It is not the intent of this easement to deprive Grantor, their successors or assigns, the use of the subject property or a reasonable means of access across the subject property, provided that such use or means of access is not specifically prohibited by the terms of this easement.

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 14th day of September, 2004, by Michael McPadden and Thomas Simmons the Mayor and City Administrator of the City of Norwood Young America, a municipal corporation, on behalf of the City and pursuant to authority granted by the City Council.



Debra Lenz
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Melchert Hubert Sjodin, PLLP
121 Main Street West, Suite 200
Norwood Young America, MN 55387
DPH

L:\Dave\Clients\DDTR, Inc\Open Space Easement.doc

* DDTR
512 Faxon RD
P.O. Box 627
NYA
MN
55368

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

The Easterly 30.00 feet of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block 2, BRAND LAKE HIGHLANDS Carver County, Minnesota, according to the record plat thereof.

AND

The Westerly 30.00 feet of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 1, BRAND LAKE HIGHLANDS, Carver County, Minnesota, according to the record plat thereof.

AND

That part of Lots 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block 2, BRAND LAKE HIGHLANDS, Carver County, Minnesota, according to the record plat thereof that lies Westerly of the following described line:

Commencing at the Southwest corner of said Lot 15; thence on an assumed bearing of North 89 degrees 23 minutes 53 seconds East, along the South Line of said Lot 15, a distance of 150.57 feet to the point of beginning; thence North 17 degrees 24 minutes 55 seconds West, a distance of 72.00 feet; thence North 22 degrees 51 minutes 08 seconds West, a distance of 169.23 feet; thence North 10 degrees 04 minutes 27 seconds West, a distance of 121.13 feet; thence North 04 degrees 24 minutes 12 seconds West, a distance of 272.93 feet; thence North 08 degrees 33 minutes 31 seconds West, a distance of 72.13 feet; thence North 06 degrees 10 minutes 57 seconds West, a distance of 92.02 feet to the North Line of said Lot 7, Block 2, and said line there terminating.

AND

That part of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 1, BRAND LAKE HIGHLANDS, Carver County, Minnesota, according to the record plat thereof that lies Easterly of the following described line:

Commencing at the Southwest corner of said Lot 11, BRAND LAKE HIGHLANDS; thence on an assumed bearing of North 89 degrees 23 minutes 53 seconds East, along the South Line of said Lot 11, a distance of 162.63 feet to the point of beginning of the line to be described; thence North 24 degrees 55 minutes 03 seconds West, a distance of 126.68 feet; thence North 30 degrees 56 minutes 13 seconds West, a distance of 49.25 feet; thence South 63

degrees 56 minutes 24 seconds West, a distance of 10.12 feet; thence North 26 degrees 48 minutes 56 seconds West, a distance of 123.44 feet; thence North 15 degrees 45 minutes 27 seconds West, a distance of 98.00 feet; thence North 01 degrees 09 minutes 19 seconds West, a distance of 231.81 feet; thence North 11 degrees 48 minutes 51 seconds West, a distance of 141.61 feet; thence North 08 degrees 16 minutes 19 seconds West, a distance of 114.90 feet; thence North 00 degrees 22 minutes 05 seconds West, a distance of 112.19 feet; thence North 05 degrees 25 minutes 59 seconds East, a distance of 106.06 feet; thence North 00 degrees 07 minutes 29 seconds East, a distance of 266.73 feet to the North Line of said Lot 1, Block 1, and said line there terminating.

