



CITY COUNCIL AGENDA

November 13, 2018 – 6:00 p.m.
City Council Meeting

CITY COUNCIL

1. Call Meeting of City Council to Order
 - 1.1 Pledge of Allegiance
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
 - 3.1 Mark Metz, Carver County Attorney – Review 2019 Prosecution Contract
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 October 22, 2018 meeting
 - 4.2 Approve payment of claims
 - 4.3 Approve 2019 Carver County Contract for Police Services
 - 4.4 Approve 2019 Carver County GIS Service Contract
 - 4.5 Approve 2019 Carver County Prosecution Contract
 - 4.6 Approve appointment of Theresa Peterman to the Economic Development Commission
5. Public Hearings
6. Old Business
 - 6.1 Consider Brand Lake Highlands Open Space Easement Recommendation
 - 6.2 Review U.S. Highway 212 2020 Mill & Overlay/Underpass Project (reschedule hearing)
7. New Business
 - 7.1 Review 216 Main Street E. Paved Parking Lot Installation
 - 7.2 Approve Refuse Hauler Licenses Renewal
 - 7.3 Approve Resolution 2018-XXX Opting to Increase Retirement Benefit Level for Firefighters
 - 7.4 Discuss Forest Hills Cemetery Ownership Transfer
 - 7.5 Schedule Public Hearing for FEMA Final Flood Hazard Determination
 - 7.6 Approve Oak Grove Snow Removal Service Agreement
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. *October Building Permit Report and Carver County Sheriff's Office October Report*

UPCOMING MEETINGS / EVENTS

- | | |
|-------------|---|
| November 14 | Economic Development Commission – 6:00 p.m. |
| November 20 | Parks and Recreation Commission – 4:45 p.m. |
| November 22 | Senior Advisory Committee – 9:00 a.m. |
| November 26 | Work Session, EDA, City Council – 6:00 p.m. |
| November 28 | Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:00 p.m. |
| December 4 | Planning Commission – 6:00 p.m. |
| December 10 | Personnel Committee – 5:00 p.m. |
| December 10 | City Council – 6:00 p.m. |

**NORWOOD YOUNG AMERICA CITY COUNCIL
NORWOOD YOUNG AMERICA PLANNING COMMISSION
NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT COMMISSION**

**Minutes from Joint Meeting on Wednesday, October 17, 2018 at 6:00 p.m.
City Hall – City Council Chambers
310 Elm Street West
Norwood Young America, MN**

I. Call to Order

Mayor Lagergren called the Joint Meeting of the City Council, EDC, Planning Commission, and Chamber of Commerce to order at 6:03 p.m.

Council members in attendance were: Carol Lagergren, Charlie Storms, Dick Stolz, Mike McPadden, and Craig Heher.

Planning Commission members in attendance were: Mike Eggers, Mark Lagergren, and John Fahey.

EDC members in attendance were: Tina Diedrick, Kaarin Foede, Jason Winter, and Karen Hallquist.

Also in attendance were LaVonne Kroells, Historical Society; Cole White, NYA Times.

Guest speaker was Brenda Lano from Carver County CDA.

Staff attending were: City Administrator Steve Helget and Economic Development Coordinators Holly J. Kreft and Jo Foust, of MDG, LLC.

II. Agenda

Motion Heher, second Storms to approve the agenda as presented. Motion carried 5-0.

III. Business

A. Brenda Lano, Carver County CDA – Small Cities Development Program (SCDP).

Ms. Lano provided an overview of the SCDP. She noted it was a program administered by DEED using federal funds. She thought that Norwood Young America had last participated in the programs around 2009. She stated the CDA is currently working with Watertown on commercial and single-family projects. She noted that Watertown received \$511,000 and set a max loan of \$40,000 for commercial projects with it forgiven after 10 years. She noted property owners could also request \$20,000 in loan funds with it forgiven after 5 years. She stated that exterior projects would be eligible such as roofs, windows, doors, ADA improvements, and also streetscape components.

Ms. Lano noted that the CDA writes the grant application and administers the program. She stated there is not a charge to the City to write the grant, but that the CDA is paid for administration of the program.

Diedrick asked about the timeline for the application and funding. Ms. Lano stated that the pre-application is due November 15th. In December, the CDA would then learn if the City would be invited to submit for the full application. The full application is due in February of 2019. The award is received

in November of 2019 and funds would be available in spring of 2020. She noted that Watertown has completed four projects to date. She also noted that funding depends on when DEED receives funds from the federal government.

Mayor Lagergren asked if the City received it, could the CDA submit another application on behalf of the City. Ms. Lano replied yes. Diedrick asked if the funding was available for both business owners and property owners. Ms. Lano stated it was available to either.

Ms. Lano noted there is a 20% match required for the loan and the match can be from any source such as Open to Business, a city loan program, personal funds, or a bank. She also noted that the forgiveness is up to the City.

Foust noted that the City will need to identify areas as blight and slum via a resolution. She noted that the City will also need to identify property owners that may be interested. Ms. Lano noted that the City would set the primary areas to be included in the application as well as a back-up area should the funds not be expended in the primary areas.

Diedrick asked when the criteria would need to be set. Ms. Lano stated that would be with the full application due in February of 2019.

Winter asked if the loan was collateralized since it was open to both property owners and business owners. Ms. Lano stated that it was and a lien was placed on the building.

Helget asked if ADA improvements were required first before any other improvements. Ms. Lano stated that it was up to the property or business owner. She reiterated that the maximum loan is \$40,000 and the minimum loan is \$5,000. She noted that the building official reviews the property and project for any code issues. Ms. Lano noted that Davis-Bacon rules apply and sealed bids is required.

Helget asked what the next steps would be. Ms. Lano stated that as soon as she knows that the City is interested, she will begin the pre-application. Winter asked if the funding is lost if it is not used. Ms. Lano stated that the City would have 18 months to expend funds and could then ask for a one year extension if not completed by then.

Kroells asked when the City could apply again if they decided not to move forward at this time. Ms. Lano stated that the applications are due every November. The consensus of the group was to recommend to the Council to move forward with the resolution and work with Carver County CDA to submit a pre-application.

B. Local Historic Designation.

Kreft provided an overview of the next steps should the City choose to move forward with local historic designation for the downtowns. Mayor Lagergren asked if the Council should be asking for input from the public. Storms noted that ideally historic updates would be tied into the SCDP if the City receives that funding. Kroells agreed that she would prefer to use money to entice people versus an ordinance that restricts property owners. Fahey stated that the City could apply for the SCDP funding and then address parameters in the program versus designation.

Mayor Lagergren asked if the consensus was to not pursue historic designation at this time. The consensus of the group was to not move forward with an ordinance.

C. Design Guidelines.

Kreft reviewed the material presented by Kevin Teppen at the last meeting. Mayor Lagergren noted that it was interesting that the architecture reflects German or Scandinavian/Danish heritage. Mark Lagergren noted that it would be good to educate the downtown property and business owners on this heritage.

Kroells asked if a business is going to be required to reflect the heritage depending on which downtown they are located in. The consensus of the group was that it would be optional and requested that Mr. Teppen present this information to the public.

D. Public Engagement.

Foust and Kreft presented the draft material for the public engagement portion of the Redevelopment Plan. They noted that at the last meeting either one-on-one meetings or an open house were discussed. Fahey asked for the pros and cons of each method. Kreft noted that it may take longer to have the one-on-one meetings due to the schedules of the group and businesses. He noted that it was important that a consistent message be given. McPadden agreed and felt that an open house would be the best way to achieve that goal.

The consensus of the group was to have an open house and invite the property and business owners in each downtown. Mayor Lagergren stated she would like the property and business owners personally invited to the open house. The group agreed that this would be the best way to show the businesses the importance of the project and that the group values their opinion.

There was discussion about whether or not to invite all of the businesses, only the downtowns businesses, or other areas. The consensus was that the open house was going to be only for downtowns businesses and the EDC would discuss having a meeting for all of the businesses as a goal for 2019.

A letter would be drafted with bullet points that would be hand-delivered to the businesses and mailed to property owners in the downtowns. The handout would then be updated to be presented at the open house. The areas of focus would be the boundaries, historical context, design, funding, and marketing.

The group discussed the date of Wednesday, November 28th at 6:00 p.m. at the Pavilion at Willkommen Park with food. The first part of the meeting would be a presentation by Kevin Teppen about the architecture of both downtowns.

IV. Adjourn

A motion was made by Heher seconded by McPadden to adjourn the meeting at 7:27 p.m. Motion carried 5-0.

Respectfully submitted,

Holly Kreft
Economic Development Coordinator
MDG, LLC.



CITY COUNCIL WORK SESSION MINUTES

October 22, 2018 – 6:00 p.m.

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

STAFF: Steve Helget, Kelly Hayes, Tony Voigt

OTHERS: Tina Diedrick, Josh Kroells, Jason Kolstad, Steve Coyle, Ross Schneider, Laurie Hilgers

1. Call Meeting of City Council Work Session to Order

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

2. Approve Agenda

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

2.1 Review 2019 Contract for Police Services

Commander Paul Tschida, Carver County Sheriff's Office, reviewed the 2019 Contract for Police Services. One thing that was changed last year was the number of CSO hours. In the past the City would contract for 250 hours and then would be reimbursed at the end of the year for whatever hours were not used. In 2018, the City contracted for 52 CSO hours.

2.2 Review Draft 2019 - 2023 Financial Plan

Brad Falteysek, Abdo Eick & Meyers, reviewed the five year plan. Key Highlights include:

- The general fund builds on the reserve throughout the life of the projection with the assumptions of increasing the levy to build the general fund balance reserve, while decreasing the City's reliance on local governments aid.
- Water and Sewer funds are projected with no increase in rates for 2019.
- Storm sewer fund had a deficit of \$120,735 at the end of 2017. By the end of 2023, the deficit is projected to decrease to approximately \$22,000.
- In 2018 the City Council approved a motion to complete the installation of the US State Highway 212 Underpass as part of MNDot's 2020 Highway 212 mill & overlay project. Included in the project is replacing two signal lights at the intersection of Faxon Road totaling \$200,000, which will be budgeted over 2019 and 2020.

3. Adjournment

Motion: DS/CS to adjourn at 6:24pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Carol Lagergren, Mayor

Kelly Hayes, City Clerk / Treasurer



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

STAFF: Steve Helget, Kelly Hayes, Tony Voigt

OTHERS: Tina Diedrick, Josh Kroells, Jason Kolstad, Steve Coyle, Ross Schneider, Laurie Hilgers, Ron Kroells

1. Call Meeting of City Council to Order

Meeting was called to order by Mayor Lagergren at 6:26pm with all members present.

2. Approve Agenda

Addition: 3.2 Representative Jim Nash

Motion: MM/CH to approve the agenda with the addition of 3.2. Vote 5 – 0. Motion carried.

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

3.1 Deputy Matt Arnst Quarterly Report

Carver County Sheriff's Office Deputy Matt Arnst, updated the council on the previous quarter.

- Received 653 calls between 7/1/18 and 10/22/18.
- 399 calls were non-criminal; majority was medical.
- Traffic violations average around 50 per month.

3.2 Representative Jim Nash – did not attend the meeting.

4. Consent Agenda

4.1 Approve minutes of October 8, 2018 meeting

4.2 Approve payment of claims

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

5. Public Hearings

5.1 Resolution 2018-32 Regarding Delinquent Utilities and Special Assessments

Public Hearing was opened at 6:36pm. City Clerk Kelly Hayes, noted that out of 1,409 utility bills, notices were sent to 177 property owners that had delinquent utility bills. Residents have until November 30 to pay their bill; at that time unpaid balances will be assessed on property taxes for next year. Since the notice was sent out on October 12, 65 of these residents have come in and paid their bill. There was no public comment.

Motion: DS/CS to adjourn the Public Hearing. Vote 5 – 0. Motion carried.

6. Old Business - none

7. New Business

7.1 Brand Lake Highlands Development Update

At the August 27, 2018, City Council meeting, the Council instructed staff to contact the property owners in the Brand Lake Highlands that are infringing into the easement area and to give them until June 1, 2019, to become in compliance. Things that are prohibited in the open space easements: buildings, removing trees, fences, playground equipment, cutting or removing natural wildlife.

Resident Josh Kroells spoke on behalf of the residents and noted how confusing the easement is. He also mentioned how the easement is not only in the rear yard, but also affects the front yards. If the easement is going to be followed, then it needs to be followed in the front yards also and that would affect some of the homes; would we really require someone to remove portions of their home? Kroells asked the council to do a site visit.

Motion: CS/DS to assign MM/DS to do a site visit of the Emma Street grasslands area and to bring it back to the council. Vote 5 – 0. Motion carried.

7.2 Adopt Ordinance No. 311, Amending 1260.09 Relating to Wall Signs in Commercial and Industrial Districts

Planning Commission had public hearing and is bringing forth Ordinance No. 311 which allows three wall signs (currently the max is two signs).

Motion: CH/DS to adopt Ordinance No. 311, an ordinance amending section 1260.09, subd. 3(c) and section 1260.09, subd. 4(c) of the City Code relating to wall signs in commercial and industrial districts. Vote 5 – 0. Motion carried.

Motion: CH/DS to approve publishing a summary of Ordinance 311. Vote 5 – 0. Motion carried.

7.3 Adopt Ordinance No. 312, Amending Section 1245.05 Pertaining to Fences

Planning Commission held a public hearing to consider updates to the fence code including:

- Clarification that fences in front of street-front building walls of residences cannot exceed three and a half feet in height and must be placed at least two feet from property lines.
- Added language pertaining to a clear sight triangle measured 30' from street intersections.
- Clarified that fences in street-side corner yards may be up to four feet in height but must be 50% opaque.
- Clarified acceptable fence materials.

Motion: CH/CS to adopt Ordinance 312, Amending Section 1245.05 of the City Code pertaining to fences. Vote 5 – 0. Motion carried.

Motion: CH/CS to publish the summary of Ordinance 312. Vote 5 – 0. Motion carried.

7.4 Approve Veterans Park Freedom Rock Proposal

VFW Commander, Ron Kroells, requested the placement of a Freedom Rock in Veterans Park. They would acquire a large boulder and hire an artist to paint military type scenes on each side. The Park & Rec Commission reviewed and recommends the project.

Motion: DS/MM to authorize the VFW and American Legion to place a Freedom Rock in Veterans Park. Vote 5 – 0. Motion carried.

7.5 Approve The Harbor 2019 Budget

Laurie Hilgers, Executive Director of The Harbor and The Haven, gave an update on the financials and the proposed 2019 budget. Both buildings are currently full. They have 75 employees and are looking for additional nursing and dietary staff. The City of NYA owns The Harbor and Peace Villa owns The Haven; Ecumen manages both sites.

Motion: CH/MM to approve the 2019 budget for The Harbor. Vote 5 – 0. Motion carried.

7.6 Consider Joel Acevedo – Water and Sanitary Sewer Extension

Joel Acevedo is interested in purchasing land located at the southwest corner of the intersection of Highway 212 and Tacoma Avenue. He is considering moving his landscape business to this location. Currently this site is located outside of city limits in Young America Township. The council reviewed the information. Due to the upcoming 2020 Highway 212 project, the council is recommending that Mr. Acevedo get in contact with the Carver County Engineer to make sure that this property would not be affected by the project. They are also recommending that he contact Consultant Cynthia Smith-Strack to find out what types of buildings can be built on the land.

7.7 Approve Trailer Purchase Proposal

Public Services Director, Tony Voigt, is requesting to purchase a Midsota FBT-28 trailer from Farm-Rite Equipment. The trailer is budgeted for 2018 purchase.

Motion: CS/DS to approve purchasing a Midsota FBT-28 trailer from Farm-Rite Equipment for \$13,700. Vote 5 – 0. Motion carried.

7.8 Approve Resolution 2018-33, SCDP Grant Application Authorization

Resolution 2018-33 authorizes staff to apply for a Small Cities Development Program grant. This grant provides funding for housing, community and economic development. If awarded, the city would need to use all of the funds within 18 months.

Motion: DS/CS to adopt Resolution 2018-33, MN Department of Employment and Economic Development Program Grant Application authorization. Vote 5 – 0. Motion carried.

7.9 Approve Resolution 2018-32, Certify Delinquent Utilities and Special Assessments

A public hearing occurred earlier this meeting regarding delinquent utility bills; there was no comment from the public. This resolution allows for outstanding bills be assessed on the 2019 property taxes.

Motion: DS/CS to adopt Resolution 2018-32, certifying unpaid fees for the City of Norwood Young America to the Carver County Auditor for collections with 2019 taxes. Vote 5 – 0. Motion carried.

7.10 Approve Comments of Carver County Draft 2040 Comprehensive Plan

1. Development of a trail from Norwood Young America to Baylor Park be made a high priority.
2. The City of Norwood Young America supports Carver County's efforts to seek financial assistance and other participation to complete the four lane expansion of U.S. Highway 212 from Caver to Cologne and from Cologne to Norwood Young America.
3. The City of Norwood Young America supports Carver County's efforts to seek financial assistance and planning for the Minnesota Highway 5/Carver County Road 33 intersection reconfiguration. The combination of a confusing intersection for vehicle drivers, a 55 mph speeds limits on Highway 5, and increases in traffic volumes have made this a dangerous intersection.

4. The City of Norwood Young America supports the consideration for the turn-back of segments of Reform Street/County Road 33 from the County to the City and the turn- back of segments of Railroad Street from the County to the City. Each jurisdiction has lengthier sections of these roadways that they're currently own and maintain and it would be practical to consider the turn-back of these streets.

Motion: CH/CS to submit the comments as discussed to Carver County with respect to their draft 2040 Comprehensive Plan. Vote 5 – 0. Motion carried.

7.11 Schedule a Public Hearing for Municipal Consent of the Final Layout for SP 1012-24

Motion: CS/DS to schedule a public hearing on Monday, November 26, 2018 at 6:00pm for Municipal Consent of the Final Layout for SP 1012-24. Vote 5 – 0. Motion carried.

8. Council Member & Mayor Reports

CH – All items from Planning Commission were discussed earlier in this meeting.

MM – Stiftungsfest discussed possible new things. EDC discussed possible hotel for the future.

DS – Senior Advisory, all senior living apartments are full.

CS – Parks & Rec discussed using the entire 2019 budget (\$25,000) for updates on the Pavilion. Living Rock Church volunteers painted the Pavilion grandstand.

CL – Attended SW Corridor bus tour.

UPCOMING MEETINGS / EVENTS

November 6 General Election – polls open 7:00am to 8:00pm at the Pavilion

November 7 Planning Commission – 6:00pm

November 12 Veterans Day Observance – City Offices Closed

November 13 Personnel Committee – 5:00pm

November 13 City Council – 6:00pm

November 14 Economic Development Commission – 6:00pm

November 20 Parks and Recreation Commission – 4:45pm

November 22 Senior Advisory Committee – 9:00am

November 26 Work Session, EDA, City Council – 6:00pm

November 28 Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:00pm

9. Adjournment

Motion: MM/CS to adjourn at 8:25pm. 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: 11/13/2018

ITEM	CHECK #		
Payroll 11/1/18	EFT	\$	17,141.07
Claims Pending Payment	28634-28699	\$	142,919.75
			<hr/>
		TOTAL	\$ 160,060.82

CITY OF NORWOOD YOUNG AMERICA

11/08/18 8:33 AM

Page 1

***Check Detail Register©**

NOVEMBER 2018 to NOVEMBER 2018

			Check Amt	Invoice	Comment
10100 CHECKING					
Paid Chk#	028634	11/13/2018	A & K REPAIR		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$149.90	46170	RASP PUMP
	Total A & K REPAIR		\$149.90		
Paid Chk#	028635	11/13/2018	ADVANCED POWER SERVICES INC		
E 601-49400-221	Repair/Maintenance Equipment		\$1,320.00	1363	INSPECTION/SERVICE BACKUP GENERATOR
E 602-49450-221	Repair/Maintenance Equipment		\$2,994.00	1363	INSPECTION/SERVICE BACKUP GENERATOR
	Total ADVANCED POWER SERVICES INC		\$4,314.00		
Paid Chk#	028636	11/13/2018	ALDEN POOL & MUNICIPAL SUPPLY		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$466.87	18334	O-RING, METER GASKET
	Total ALDEN POOL & MUNICIPAL SUPPLY		\$466.87		
Paid Chk#	028637	11/13/2018	ALL AMERICAN TITLE CO INC		
G 101-22000	Deposits		\$2,900.00		975 LAKEWOOD TR 2018035
	Total ALL AMERICAN TITLE CO INC		\$2,900.00		
Paid Chk#	028638	11/13/2018	AMERICAN TEST CENTER		
E 101-42200-221	Repair/Maintenance Equipment		\$975.00	2182266	fire truck tested
	Total AMERICAN TEST CENTER		\$975.00		
Paid Chk#	028639	11/13/2018	BJS LAWN SERVICE		
E 101-43100-437	Maintenance Contract		\$410.00	1105	CEMETERY MOWING
	Total BJS LAWN SERVICE		\$410.00		
Paid Chk#	028640	11/13/2018	BOLTON & MENK, INC		
E 101-41500-303	Engineering Fees		\$1,748.00	0224742	EMMA ST
G 807-22100	Escrow Collected		\$1,060.00	0224743	PRESERVE 5
E 101-41320-310	Other Professional Services		\$1,436.00	0224744	2018 COMP PLAN
E 101-41500-303	Engineering Fees		\$1,790.50	0224746	MISC
E 601-49400-303	Engineering Fees		\$158.00	0224746	WATER
E 603-49500-303	Engineering Fees		\$134.00	0224746	STORM
	Total BOLTON & MENK, INC		\$6,326.50		
Paid Chk#	028641	11/13/2018	BRADLEY SECURITY		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$133.00	15446	HERITAGE BUILDING
	Total BRADLEY SECURITY		\$133.00		
Paid Chk#	028642	11/13/2018	CARDMEMBER SERVICE		
E 101-41400-200	Office Supplies		\$336.28	100418	
E 101-41320-430	Miscellaneous		\$24.44	100418	
E 101-41400-200	Office Supplies		\$6.44	100418	
E 101-41320-430	Miscellaneous		\$23.96	100418	
E 101-41320-430	Miscellaneous		\$9.98	100418	
E 101-41400-200	Office Supplies		\$10.57	100418	
E 101-41400-350	Print/Publishing/Postage		\$11.45	100418	
E 101-41110-430	Miscellaneous		\$25.00	100418	

CITY OF NORWOOD YOUNG AMERICA

11/08/18 8:33 AM

Page 2

***Check Detail Register©**

NOVEMBER 2018 to NOVEMBER 2018

		Check Amt	Invoice	Comment
E 101-41400-350	Print/Publishing/Postage	\$7.83	100418	
E 101-42200-305	Other Professional Fees	\$200.00	100418	
E 101-42200-331	Travel/Meeting Expense	\$175.00	100418	
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$245.16	100418	
E 101-43100-207	Training Instructional	\$100.00	100418	
E 101-43100-210	Operating Supplies	\$236.26	100418	
E 101-43100-221	Repair/Maintenance Equipment	\$720.85	100418	
E 101-43100-223	Repair/Maintenance Bldg/Ground	\$380.97	100418	
E 101-43100-321	Telephone	\$37.58	100418	
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$243.43	100418	
E 602-49450-211	Personal Protection Equipment	\$153.60	100418	
E 601-49400-211	Personal Protection Equipment	\$153.60	100418	
E 602-49450-210	Operating Supplies	\$102.00	100418	
E 602-49450-221	Repair/Maintenance Equipment	\$791.87	100418	
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$4.99	100418	
	Total CARDMEMBER SERVICE	\$4,001.26		
Paid Chk# 028643	11/13/2018 CARQUEST AUTO PARTS			
E 602-49450-210	Operating Supplies	\$49.25		
E 601-49400-210	Operating Supplies	\$4.79		
E 101-45200-221	Repair/Maintenance Equipment	\$35.96		
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$33.71		
E 101-43100-221	Repair/Maintenance Equipment	\$162.08		
	Total CARQUEST AUTO PARTS	\$285.79		
Paid Chk# 028644	11/13/2018 CARVER COUNTY			
E 101-43100-310	Other Professional Services	\$1,772.00	CSER-497	GIS POSITION
E 601-49400-310	Other Professional Services	\$1,772.00	CSER-497	GIS POSITION
E 602-49450-310	Other Professional Services	\$1,772.00	CSER-497	GIS POSITION
	Total CARVER COUNTY	\$5,316.00		
Paid Chk# 028645	11/13/2018 CARVER COUNTY			
E 101-43100-310	Other Professional Services	\$168.75	CSER-504	2017 PICTOMETRY FLIGHT
E 101-45200-310	Other Professional Services	\$168.75	CSER-504	2017 PICTOMETRY FLIGHT
E 601-49400-310	Other Professional Services	\$168.75	CSER-504	2017 PICTOMETRY FLIGHT
E 602-49450-310	Other Professional Services	\$168.75	CSER-504	2017 PICTOMETRY FLIGHT
	Total CARVER COUNTY	\$675.00		
Paid Chk# 028646	11/13/2018 CARVERLINK-CARVER CO BROADBAND			
E 101-41940-321	Telephone	\$114.27	2100	
E 601-49400-321	Telephone	\$125.71	2100	
E 602-49450-321	Telephone	\$57.14	2100	
E 101-42200-321	Telephone	\$142.45	2100	
E 101-43100-321	Telephone	\$48.00	2100	
E 101-45200-321	Telephone	\$20.57	2100	
E 101-41940-321	Telephone	\$125.71	2100	
E 101-41300-321	Telephone	\$57.69	2100	
E 101-41320-321	Telephone	\$57.69	2100	

CITY OF NORWOOD YOUNG AMERICA

11/08/18 8:33 AM

Page 3

***Check Detail Register©**

NOVEMBER 2018 to NOVEMBER 2018

			Check Amt	Invoice	Comment
E 101-41400-321	Telephone		\$57.69	2100	
E 101-46500-321	Telephone		\$19.23	2100	
E 101-42100-321	Telephone		\$96.15	2100	
E 101-45500-321	Telephone		\$96.15	2100	
al CARVERLINK-CARVER CO BROADBAND			\$1,018.45		
Paid Chk#	028647	11/13/2018	CENTER POINT		
E 101-41940-383	Gas Utilities		\$44.59		
E 101-42200-383	Gas Utilities		\$14.03		
E 101-43100-383	Gas Utilities		\$127.81		
E 101-45200-383	Gas Utilities		\$120.88		
E 601-49400-383	Gas Utilities		\$63.58		
E 602-49450-383	Gas Utilities		\$594.57		
E 101-49860-383	Gas Utilities		\$25.52		
Total CENTER POINT			\$990.98		
Paid Chk#	028648	11/13/2018	CENTRAL FIRE PROTECTION, INC		
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$138.63	39494	FIRE EXTINGUISHERS
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$138.62	39494	FIRE EXTINGUISHERS
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$224.00	39494	FIRE EXTINGUISHERS
E 101-49860-223	Repair/Maintenance Bldg/Ground		\$138.00	39494	FIRE EXTINGUISHERS
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$123.25	39494	FIRE EXTINGUISHERS
E 101-42200-223	Repair/Maintenance Bldg/Ground		\$206.00	39494	FIRE EXTINGUISHERS
Total CENTRAL FIRE PROTECTION, INC			\$968.50		
Paid Chk#	028649	11/13/2018	CITY OF WACONIA		
E 101-43100-224	Street Maint Materials		\$3,951.54		WINTER LIQUIDS, BRINE
Total CITY OF WACONIA			\$3,951.54		
Paid Chk#	028650	11/13/2018	D.H. EXCAVATING		
E 603-49500-223	Repair/Maintenance Bldg/Ground		\$250.00		REMOVE & REPLACE CULVERTS
Total D.H. EXCAVATING			\$250.00		
Paid Chk#	028651	11/13/2018	DELTA DENTAL		
G 101-21714	Dental Insurance		\$1,106.85	7445687	
Total DELTA DENTAL			\$1,106.85		
Paid Chk#	028652	11/13/2018	DIVERSIFIED PLUMING & HEATING		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$1,090.00	24341	WATER TREATMENT PLANT
Total DIVERSIFIED PLUMING & HEATING			\$1,090.00		
Paid Chk#	028653	11/13/2018	DWK CLEAN WATER SERVICES LLC		
E 601-49400-310	Other Professional Services		\$520.00	1018	CONTRACT HOURS
E 602-49450-310	Other Professional Services		\$520.00	1018	CONTRACT HOURS
Total DWK CLEAN WATER SERVICES LLC			\$1,040.00		
Paid Chk#	028654	11/13/2018	ESS BROTHERS & SONS INC		
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$1,273.00	YY9210	
E 603-49500-223	Repair/Maintenance Bldg/Ground		\$1,618.00	YY9210	

CITY OF NORWOOD YOUNG AMERICA

11/08/18 8:33 AM

Page 4

***Check Detail Register©**

NOVEMBER 2018 to NOVEMBER 2018

			Check Amt	Invoice	Comment
Total ESS BROTHERS & SONS INC			\$2,891.00		
Paid Chk#	028655	11/13/2018	FEDER MECHANICAL		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$613.50	6834	WWTP REPAIRS
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$1,257.29	6836	REPLACE SEAL KITS & RELIEF VALVE
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$1,497.97	6890	WWTP LOWER PUMP
Total FEDER MECHANICAL			\$3,368.76		
Paid Chk#	028656	11/13/2018	GOPHER STATE ONE-CALL, INC.		
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$48.60	8100626	LOCATES
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$48.60	8100626	LOCATES
Total GOPHER STATE ONE-CALL, INC.			\$97.20		
Paid Chk#	028657	11/13/2018	HARD STUFF MASONRY		
E 101-46500-500	Capital Outlay		\$20,306.00		MONUMENT SIGNS
Total HARD STUFF MASONRY			\$20,306.00		
Paid Chk#	028658	11/13/2018	HILGERS PLUMBING & HEATING, IN		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$160.00	12470	BRAT STAND
Total HILGERS PLUMBING & HEATING, IN			\$160.00		
Paid Chk#	028659	11/13/2018	HOLIDAY FLEET		
E 101-43100-212	Motor Fuels		\$53.40		FUEL
Total HOLIDAY FLEET			\$53.40		
Paid Chk#	028660	11/13/2018	HOME SOLUTIONS		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$12.21		
E 603-49500-223	Repair/Maintenance Bldg/Ground		\$13.74		
E 101-43100-226	Signs		\$20.38		
E 602-49450-210	Operating Supplies		\$70.56		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$133.51		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$19.41		
E 101-43100-210	Operating Supplies		\$24.24		
Total HOME SOLUTIONS			\$294.05		
Paid Chk#	028661	11/13/2018	JEFFERSON FIRE & SAFETY, INC		
E 101-42200-210	Operating Supplies		\$2,300.00	251850	
Total JEFFERSON FIRE & SAFETY, INC			\$2,300.00		
Paid Chk#	028662	11/13/2018	KWIK TRIP INC.		
E 101-45200-212	Motor Fuels		\$13.70		
E 101-43100-212	Motor Fuels		\$163.37		
Total KWIK TRIP INC.			\$177.07		
Paid Chk#	028663	11/13/2018	LENZ, DEBRA		
E 101-41400-331	Travel/Meeting Expense		\$87.21		MILEAGE REIMBURSMENT
Total LENZ, DEBRA			\$87.21		
Paid Chk#	028664	11/13/2018	LIFT MANAGEMENT		

CITY OF NORWOOD YOUNG AMERICA

11/08/18 8:33 AM

Page 5

***Check Detail Register©**

NOVEMBER 2018 to NOVEMBER 2018

			Check Amt	Invoice	Comment
E 601-49400-432	Refund		\$48.48		OVERPAYMENT OF UTILITY BILL
	Total	LIFT MANAGEMENT	\$48.48		
Paid Chk#	028665	11/13/2018	LOFFLER COMPANIES, INC.		
E 101-41400-437	Maintenance Contract		\$89.50		
	Total	LOFFLER COMPANIES, INC.	\$89.50		
Paid Chk#	028666	11/13/2018	LOOMIS HOMES		
G 101-22000	Deposits		\$2,900.00		955 LAKEWOOD TR 2017183
G 101-22000	Deposits		\$2,900.00		945 LAKEWOOD TR 2017182
G 101-22000	Deposits		\$900.00		885 LAKEWOOD TR 2016156
	Total	LOOMIS HOMES	\$6,700.00		
Paid Chk#	028667	11/13/2018	MARTENS, CLIFFORD		
E 601-49400-432	Refund		\$109.69		UTILITY BILL OVERPAYMENT
	Total	MARTENS, CLIFFORD	\$109.69		
Paid Chk#	028668	11/13/2018	MAYER LUMBER CO.		
E 101-42200-223	Repair/Maintenance Bldg/Ground		\$72.11	163721	TRASH CAN
	Total	MAYER LUMBER CO.	\$72.11		
Paid Chk#	028669	11/13/2018	METRO WEST INSPECTION SERVICES		
E 101-42400-312	Building Inspection Fee		\$18,822.36		BUILDING INSPECTIONS
	otal	METRO WEST INSPECTION SERVICES	\$18,822.36		
Paid Chk#	028670	11/13/2018	MID-COUNTY CO-OP OIL ASSN		
E 101-43100-212	Motor Fuels		\$995.72	44033	WINTER DIESEL
E 101-43100-440	Lease		\$1.00	86	TANK RENT
	Total	MID-COUNTY CO-OP OIL ASSN	\$996.72		
Paid Chk#	028671	11/13/2018	MILLER ARCHITECTS		
G 101-22000	Deposits		\$900.00		511 MERGER ST 2018026
	Total	MILLER ARCHITECTS	\$900.00		
Paid Chk#	028672	11/13/2018	MINI BIFF		
E 101-45200-418	Other Rentals (Biffs)		\$110.16		LEGION PARK
E 101-45200-418	Other Rentals (Biffs)		\$191.76	A-101571	SPORTS COMPLEX
E 101-45200-418	Other Rentals (Biffs)		\$110.16	A-101572	FRIENDSHIP
E 101-45200-418	Other Rentals (Biffs)		\$110.16	A-101578	PRAIRIE DAWN
E 101-45200-418	Other Rentals (Biffs)		\$7.11	A-101656	PRAIRIE DAWN
E 101-45200-418	Other Rentals (Biffs)		\$18.55	A-101657	SPORTS COMPLEX
E 101-45200-418	Other Rentals (Biffs)		\$10.66	A-101659	FRIENDSHIP
	Total	MINI BIFF	\$558.56		
Paid Chk#	028673	11/13/2018	MINNESOTA VALLEY TESTING LAB		
E 602-49450-217	Lab Fees		\$36.20	345357	PHOSPHORUS
E 602-49450-217	Lab Fees		\$36.20	935696	PHOSPHORUS
E 602-49450-217	Lab Fees		\$36.20	939268	PHOSPHORUS
E 602-49450-217	Lab Fees		\$36.20	943191	PHOSPHORUS

CITY OF NORWOOD YOUNG AMERICA

11/08/18 8:33 AM

Page 6

***Check Detail Register©**

NOVEMBER 2018 to NOVEMBER 2018

		Check Amt	Invoice	Comment
E 602-49450-217	Lab Fees	\$36.20	946578	PHOSPHORUS
Total	MINNESOTA VALLEY TESTING LAB	\$181.00		
Paid Chk#	028674	11/13/2018	MN DEPT OF LABOR & INDUSTRY	
G 101-21721	State Bldg Surcharge Fee	\$1,669.83		3RD QTR SURCHARGE REPORT
Total	MN DEPT OF LABOR & INDUSTRY	\$1,669.83		
Paid Chk#	028675	11/13/2018	MN STATE FIRE DEPT ASSOCIATION	
E 101-42200-433	Dues and Subscriptions	\$187.00	2019	2019 membership dues
Total	MN STATE FIRE DEPT ASSOCIATION	\$187.00		
Paid Chk#	028676	11/13/2018	MN VALLEY ELECTRIC COOPERATIVE	
E 101-43100-380	Street Lighting	\$101.91		STREET LIGHTS
E 601-49400-381	Electric Utilities	\$214.15		640 TACOMA BLVD
E 602-49450-381	Electric Utilities	\$34.24		LIFT STATION
Total	MN VALLEY ELECTRIC COOPERATIVE	\$350.30		
Paid Chk#	028677	11/13/2018	NCPERS 855401LIFE INS	
G 101-21705	PERA Life	\$16.00		LIFE INSURANCE
Total	NCPERS 855401LIFE INS	\$16.00		
Paid Chk#	028678	11/13/2018	NORTH AMERICAN SAFETY INC	
E 101-43100-211	Personal Protection Equipment	\$84.99	38252	GLOVES
E 101-43100-211	Personal Protection Equipment	\$99.00	38253	RAIN SUIT, BOMBER JACKETS
Total	NORTH AMERICAN SAFETY INC	\$183.99		
Paid Chk#	028679	11/13/2018	NORWOOD ELECTRIC INC	
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$691.41	15924	WARMING HOUSE
Total	NORWOOD ELECTRIC INC	\$691.41		
Paid Chk#	028680	11/13/2018	NYA TIMES	
E 601-49400-350	Print/Publishing/Postage	\$30.24	641227	
E 602-49450-350	Print/Publishing/Postage	\$30.24	641227	
E 101-41320-350	Print/Publishing/Postage	\$30.24	641228	ordinance #310
E 101-41410-350	Print/Publishing/Postage	\$30.24	643216	NOTICE OF ELECTIONS
E 101-41320-350	Print/Publishing/Postage	\$52.92	643217	NELSON PH
E 101-41320-350	Print/Publishing/Postage	\$37.80	643218	BRAKEFIELD PH
E 101-41320-350	Print/Publishing/Postage	\$30.24	645204	ORD 311
E 101-41320-350	Print/Publishing/Postage	\$34.02	645205	ORD 312
Total	NYA TIMES	\$275.94		
Paid Chk#	028681	11/13/2018	PRO AUTO & TRANSMISSION REPAIR	
E 101-42200-221	Repair/Maintenance Equipment	\$1,065.83	0061391	NEW GRASS RIG
E 101-42200-221	Repair/Maintenance Equipment	\$58.72	0061392	U-21
E 101-43100-221	Repair/Maintenance Equipment	\$139.87	0061463	T3 PLOW
E 101-43100-221	Repair/Maintenance Equipment	\$128.06	0061471	T7
E 101-43100-221	Repair/Maintenance Equipment	\$391.92	0061507	T2
E 101-43100-221	Repair/Maintenance Equipment	\$2,083.39	0061535	P4 REPAIRS
E 101-43100-223	Repair/Maintenance Bldg/Ground	\$542.30	0061597	P3

CITY OF NORWOOD YOUNG AMERICA

11/08/18 8:33 AM

Page 7

***Check Detail Register©**

NOVEMBER 2018 to NOVEMBER 2018

			Check Amt	Invoice	Comment
Total	PRO AUTO & TRANSMISSION REPAIR		\$4,410.09		
Paid Chk#	028682	11/13/2018	QUILL CORPORATION		
E	101-41400-200	Office Supplies	\$51.49	1916614	
	Total	QUILL CORPORATION	\$51.49		
Paid Chk#	028683	11/13/2018	SCHNEIDER EXCAVATING & GRADING		
E	101-43100-223	Repair/Maintenance Bldg/Ground	\$250.00	SE1726	BLADED ROADS
	Total	SCHNEIDER EXCAVATING & GRADING	\$250.00		
Paid Chk#	028684	11/13/2018	SHANAHAN CONSTRUCTION		
E	101-45200-223	Repair/Maintenance Bldg/Ground	\$8,395.16		FRIENDSHIP PARK
	Total	SHANAHAN CONSTRUCTION	\$8,395.16		
Paid Chk#	028685	11/13/2018	SMITH OIL CO		
E	251-46331-212	Motor Fuels	\$429.21		CITY FUEL
E	601-49400-212	Motor Fuels	\$157.66		CITY FUEL
E	602-49450-212	Motor Fuels	\$157.65		CITY FUEL
E	101-43100-212	Motor Fuels	\$331.21		CITY FUEL
	Total	SMITH OIL CO	\$1,075.73		
Paid Chk#	028686	11/13/2018	SOLAR ILLUMINATIONS		
E	101-46500-500	Capital Outlay	\$1,724.99	S101082	ENTRANCE SIGN LIGHTS
	Total	SOLAR ILLUMINATIONS	\$1,724.99		
Paid Chk#	028687	11/13/2018	SRF CONSULTING GROUP INC		
E	101-41320-310	Other Professional Services	\$950.86	10479.00-15	COMP PLAN
E	522-43100-528	Underpass Expenses	\$2,378.85	11012.00-10	212 UNDERPASS
	Total	SRF CONSULTING GROUP INC	\$3,329.71		
Paid Chk#	028688	11/13/2018	STRACK CONSULTING LLC		
E	101-41320-305	Other Professional Fees	\$1,040.00	1107	PLANNING SERVICES
	Total	STRACK CONSULTING LLC	\$1,040.00		
Paid Chk#	028689	11/13/2018	TASC		
G	101-21713	Health Care Reimbursement Acct	\$15.00	IN1360581	
	Total	TASC	\$15.00		
Paid Chk#	028690	11/13/2018	TECHSTAR IT SOLUTIONS		
E	101-41400-437	Maintenance Contract	\$1,014.00	MSP-8328	MANAGED SERVICES
	Total	TECHSTAR IT SOLUTIONS	\$1,014.00		
Paid Chk#	028691	11/13/2018	TITLE MARK		
G	101-22000	Deposits	\$900.00		490 EMMA ST 2016039
	Total	TITLE MARK	\$900.00		
Paid Chk#	028692	11/13/2018	TOWMASTER		
E	101-43100-221	Repair/Maintenance Equipment	\$2,824.00	409679	REPAIR PLOW
	Total	TOWMASTER	\$2,824.00		

CITY OF NORWOOD YOUNG AMERICA

11/08/18 8:33 AM

Page 8

***Check Detail Register©**

NOVEMBER 2018 to NOVEMBER 2018

			Check Amt	Invoice	Comment
Paid Chk#	028693	11/13/2018	TRI-STATE BOBCAT, INC		
E 602-49450-221	Repair/Maintenance Equipment		\$660.00	S23871	WACKER VIBRATION PLATE & PUMP
E 101-49860-221	Repair/Maintenance Equipment		\$330.00	S23871	WACKER VIBRATION PLATE & PUMP
E 603-49500-221	Repair/Maintenance Equipment		\$660.00	S23871	WACKER VIBRATION PLATE & PUMP
E 101-43100-221	Repair/Maintenance Equipment		\$1,750.00	S23871	WACKER VIBRATION PLATE & PUMP
	Total TRI-STATE BOBCAT, INC		\$3,400.00		
Paid Chk#	028694	11/13/2018	USA BLUE BOOK		
E 601-49400-210	Operating Supplies		\$368.60	722877	BOTTLES, CHLORINE, GLASS FIBER, FLUORIDE
E 602-49450-210	Operating Supplies		\$275.15	722877	BOTTLES, CHLORINE, GLASS FIBER, FLUORIDE
	Total USA BLUE BOOK		\$643.75		
Paid Chk#	028695	11/13/2018	UTILITY CONSULTANTS		
E 602-49450-217	Lab Fees		\$1,254.40	99861	CBOD, TSS TESTING
	Total UTILITY CONSULTANTS		\$1,254.40		
Paid Chk#	028696	11/13/2018	VERIZON WIRELESS		
E 101-45200-321	Telephone		\$77.81		
E 101-43100-321	Telephone		\$163.66		
E 601-49400-321	Telephone		\$88.84		
E 602-49450-321	Telephone		\$145.40		
E 101-42200-321	Telephone		\$175.05		FD PHONES
	Total VERIZON WIRELESS		\$650.76		
Paid Chk#	028697	11/13/2018	VOIGT, TONY		
E 101-43100-207	Training Instructional		\$122.52		MILEAGE REIMBURSEMENT
	Total VOIGT, TONY		\$122.52		
Paid Chk#	028698	11/13/2018	WM MUELLER & SONS INC		
E 101-43100-224	Street Maint Materials		\$1,243.85		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$219.48		
	Total WM MUELLER & SONS INC		\$1,463.33		
Paid Chk#	028699	11/13/2018	XCEL ENERGY		
E 101-45200-381	Electric Utilities		\$12.12		VETERANS PARK
E 101-41940-381	Electric Utilities		\$1,162.41	101218	
E 101-42200-381	Electric Utilities		\$473.20	101218	
E 101-42500-381	Electric Utilities		\$10.97	101218	
E 101-43100-380	Street Lighting		\$3,955.63	101218	
E 101-43100-381	Electric Utilities		\$361.82	101218	
E 101-45200-381	Electric Utilities		\$1,223.39	101218	
E 101-45500-381	Electric Utilities		\$1,334.85	101218	
E 601-49400-381	Electric Utilities		\$366.30	101218	
E 602-49450-381	Electric Utilities		\$3,309.90	101218	
E 101-49860-381	Electric Utilities		\$187.01	101218	
	Total XCEL ENERGY		\$12,397.60		
	10100 CHECKING		\$142,919.75		

CITY OF NORWOOD YOUNG AMERICA

11/08/18 8:33 AM

Page 9

***Check Detail Register©**

NOVEMBER 2018 to NOVEMBER 2018

Check Amt Invoice Comment

Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$110,655.87
251 HARBOR / HAVEN	\$429.21
522 Underpass Project	\$2,378.85
601 WATER FUND	\$7,130.62
602 SEWER FUND	\$18,589.46
603 STORM WATER UTILITY	\$2,675.74
807 Escrow - Preserve 5	\$1,060.00
	<hr/>
	\$142,919.75



TO: Honorable Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: November 13, 2018
RE: 2019 Contract for Police Services

Enclosed is the proposed 2019 Contract for Police Services between the City and Carver County. The contract consists of:

PERSONNEL

Deputy .7 (2080 FTE) =	\$72,244
Liason Corporal (.9 FTE) =	\$92,885
CSO (52 hours) =	\$2,003

VEHICLE

Patrol Vehicle .7 =	<u>\$14,388</u>
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TOTAL	\$181,520
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Suggested Motion:

Motion to approve the 2019 Contract for Police Services with Carver County.

Norwood Young America

CONTRACT FOR POLICE SERVICES

Norwood Young America

THIS AGREEMENT, made and entered into this 13th day of November, 2018 by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Norwood Young America (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
 - 1.2 With input from the City, the County shall assign personnel as necessary;
 - 1.3 All matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the control of the County;

- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

ARTICLE V

1. PROVISION OF EQUIPMENT. It is agreed that the County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein.
2. OFFICE SPACE. If an FTE is requested, the City shall provide office and work space for the assigned personnel.
3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

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

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

LIABILITY

- (a) It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, Subdivision 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- (b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2019 to December 31, 2019. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. As contained in this contract.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2020, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Paul Tschida
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
ptschida@co.carver.mn.us
Office: 952-361-1207
Cell: 952-457-7302

City of Norwood Young America
Steven Helget, City Administrator
310 Elm Street W., P.O. Box 59
Norwood Young America, MN 55368
cityadmin@cityofnya.com
Office: 952-467-1800

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

- 1.1.1 FTE personnel are Full Time Employees dedicated to the contract community. The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first forty (40) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 40 hours.

The first eighty (80) hours a deputy is gone from the community on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 80 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$64.17.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

PERSONNEL COST

Deputy	.7 (2080 FTE)	\$72,244
Liaison Corporal	.9 (2080 FTE)	\$92,885
CSO	(52 hours)	\$2,003

VEHICLE COST

Patrol Vehicle – .7	<u>\$14,388</u>
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<u>TOTAL POLICE SERVICES</u>	\$181,520
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$90,760 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$90,760 to be paid on or before November 30 of the current contract year. The Sheriff shall review the contract hours for the CSO in January of the year following the contract period, (Jan 2019). The Sheriff shall inform the City of the actual CSO hours worked for the year and then reimburse the City for unused CSO hours or bill for additional hours used.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and City Administrator by the authority of its governing body on this _____ day of _____, 2018.

SIGNED: _____
Mayor

DATE: _____

SIGNED: _____
City Administrator

DATE: _____

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this _____ day of _____, _____

COUNTY OF CARVER:

SIGNED: _____
CHAIR, BOARD OF COMMISSIONERS

DATE: _____

SIGNED: _____
SHERIFF

DATE: _____

Attest

SIGNED: _____
COUNTY ADMINISTRATOR

DATE: _____



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk/Treasurer
DATE: November 13, 2018
SUBJECT: Carver County GIS Analyst Position Agreement

Attached is the proposed 2019 GIS Shared Position Agreement. The cost of the hourly wage will be based upon Carver County's pay scale for GIS Analyst position at the grade and step of the hired employee. The cost will include all benefits offered by Carver County. The cost of this agreement is not to exceed \$52.00 per hour.

Suggested Motion:

Motion to approve the Carver County GIS Specialist Shared Position Agreement.

Carver County GIS Analyst Shared Position Agreement

THIS AGREEMENT is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, hereinafter referred to as “Carver County” and the City of Norwood Young America, 310 Elm Street West, Norwood Young America, MN 55368, hereinafter referred to as “Participating Agency”.

WHEREAS, Carver County is the employer of the GIS Analyst shared position; and

WHEREAS, Participating Agency will be allocated a percentage of hours per week for the GIS Analyst to work on Participating Agency projects; and

WHEREAS, Carver County and Participating Agency would like to arrange an opportunity to create a stronger GIS relationship, to assure uniformity, accuracy, and standards of GIS data created and used within the county, and to greatly reduce duplication of effort and expense related to GIS projects, including data collection and data maintenance; and

WHEREAS, Carver County and Participating Agency can share GIS data between organizations to help support GIS applications; and

WHEREAS, Carver County and Participating Agency can both benefit from a partnership agreement that serves to share resources and GIS knowledge between organizations in order to provide enhanced GIS services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. PURPOSE

- 1.01 Strengthen the delivery county GIS service, which will bring uniformity, heightened, and predictable standards for created GIS data used within Carver County. This will reduce costs, expenses and duplication of efforts in GIS endeavors including data collection and data maintenance. This sharing is authorized Minnesota Statutes, Section 471.59.

2. DEFINITIONS

- 2.01. Geographic Information System or GIS is a system used to visualize and analyze geographic features and data related to them. This is accomplished using specialized computer software and data. The term GIS has become loosely used to encompass software, data, analysis, and maps related to computerized mapping and geographic analysis.
- 2.02. GIS Analyst works with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data. GIS software has the capacity to relate different types of data such as socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, utilities and transportation networks.

- 2.03. Participating Agency is any participating entity that has executed a copy of this Agreement.
- 2.04. Work Week equals 40 Hours
- 2.05. Work Place will be the Carver County Courthouse, located at 400 East Fourth Street, Chaska, MN.
- 2.06. Commute Miles are the distance you travel from your home to your usual work place. If you leave from home and travel to a Participating Agency by personal auto, the amount of miles claimed should be the lesser of the distance from your home to the destination or the distance from your usual work place to the destination.

3. FUNDING

- 3.01. The Participating Agency is responsible for funding 8 hours of work per week of the shared position. The hours funded per week equal 20% of the overall funding of the position per week.
- 3.02. The cost of the hourly wage will be based upon Carver County's pay scale for a GIS Analyst position at the Grade and Step of the hired employee. The cost will include all benefits offered by Carver County. The cost for this agreement is not to exceed \$52.00 per hour.
- 3.03. All holidays, sick leave, vacations, and training costs will be divided among Carver County and all Participating Agencies by their percentage of funding of the shared position for a work week stated in 2.01.
- 3.04. Participating Agency will be invoiced by Carver County on a quarterly basis. March 31st, June 30th, September 30th and December 31st.
- 3.05. The shared position will attempt to take a County vehicle when applicable and available to travel to and from the work place to a Participating Agency or between Participating Agencies. If a vehicle is not available, the shared position's mileage will be reimbursed when traveling by a personal vehicle to and from the work place to the Participating Agencies or between Participating Agencies, based upon the County approved standard mileage rate. Commute miles are not reimbursed. The mileage reimbursement will be split by all the Participating Agencies and the County equally and included in the quarterly invoice.
- 3.06. Mileage reimbursement costs while the shared position is on-site doing job related tasks for the Participating Agency is the responsibility of the Participating Agency.
- 3.07. Printing on the county's plotter is an option for Participating Agencies at a cost of \$2 per square foot.

4. CARVER COUNTY COMMITMENT

- 4.01. During the term of this agreement Carver County will employ and supervise a GIS Analyst qualified to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf. GIS Analyst will be an employee of Carver County. Unless stated otherwise in this agreement, the County shall be solely responsible for hiring, training, supervising, promoting, discipline, and terminating the GIS Analyst. The County's responsibility will include

being responsible for worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the County or employees of the County performing services under this Agreement. The GIS Analyst is anticipated to be a member of collective bargaining unit.

- 4.02. During the term of this agreement Carver County will provide the Participating Agency a summary of hours used, hours remaining, and a detailed summary of hours logged on Participating Agency's projects. The time to maintain these records will be done by the shared position on the Participating Agency's hourly time. These reports will be provided with the quarterly invoice. The report will be kept up-to-date and can be requested by the Participating Agency at anytime.
- 4.03. Carver County GIS Unit under the Information Technology Department within Administrative Services Division will oversee and supervise the shared position. The shared position will apply to all rules and policies of Carver County.
- 4.04. Carver County will provide an email address, phone and computer for the shared position.
- 4.05. Carver County will hire the shared position based upon an agreement from all Participating Agencies.
- 4.06. The Participating Agency Contracts with the County for GIS Services. In this agreement the GIS Analyst will provide the Participating Agency with the following services:
 - 4.06.1.
 - Map production
 - GIS data maintenance and management
 - ArcGIS Online administration
 - GIS solution implementation
 - GIS software support
 - GPS support
 - GIS training

5. PARTICIPATING AGENCY COMMITMENT

- 5.01. Participating Agency will provide a primary person of contact for the shared position. This person will prioritize the work the shared position will conduct for their agency. This person will also be the recipient of the invoice and hourly summary statistics provided by Carver County.

Participating Agency Contact Information

Name: _____

Title: _____

Phone: _____

Email: _____

- 5.02. Participating Agency will provide a list of potential projects within Attachment A.
- 5.03. Participating Agency will send at least one representative to participate in the hiring process of the shared position.
- 5.04. Participating Agency will provide feedback on the GIS Analyst's yearly performance review process.

6. AGREEMENT TERM

6.01. The term of this Agreement shall commence upon January 1, 2019 or upon its execution by Carver County and the Participating Agency, whichever occurs later. This Agreement shall remain effective until December 31, 2019.

6.02. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.

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

This Agreement may be cancelled with or without cause by any party upon 120 days written notice. The participating agency shall still be responsible for its financial obligation as described in 3 Funding.

6.04. Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

6.05. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. It is understood and agreed that the each Party's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

6.06. All data collected, created, received, maintained, or disseminated, in any form, for any purposes by the activities of the Parties because of this Agreement is governed by

the Minnesota Government Data Practices Act Minn.Stat.Chap.13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy.

- 6.07.** Neither Party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other Party and subject to such conditions and provisions as it may deem necessary. The subcontracting Party shall be responsible for the performance of all Subcontractors.
- 6.08.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.
- 6.09.** During the performance of this Agreement, the Parties agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable
- 6.10.** The Laws of the State of Minnesota shall apply to this Agreement.
- 6.11.** Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting party may, upon written notice to the defaulting party representative listed herein, cancel this Agreement in its entirety as indicated in (6.12) below.
- 6.12.** Each Party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both parties consider any or all bids unsatisfactory; the withdrawal form or cancellation of the agreement to be accomplished by either or both parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both parties in writing.

Neither party shall be held responsible for delays or failure to perform when such delays or failure is due to any of the following uncontrollable circumstances: fire, flood epidemic, strikes, wars, acts of God, unusually severe weather, actions of public authorities, or delays or defaults cause by public carrier(s); providing the defaulting party gives notice as soon as possible to the other party of the inability to perform.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

PARTICIPATING AGENCY

By: _____

Title: _____

Date of Signature: _____

COUNTY OF CARVER

By: _____

Title: _____

Date of Signature: _____



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 13, 2018

SUBJECT: 2019 Prosecution Contract – Mark Metz, Carver County Attorney

=====

Enclosed is the proposed 2019 Prosecution Contract. Each city pays a surcharge based on a three year case-load average. Costs are also offset by the fine revenue (1/3 to the cities, 1/3 to the State, and 1/3 to the County Attorney's Office).

Mark Metz, Carver County Attorney, will be present to provide a presentation on their services and to review the proposed service contract.

Suggested Motion:

Proposed in the Consent Agenda is to approve the 2019 Prosecution Contract.



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk/Treasurer
DATE: November 13, 2018
SUBJECT: 2019 Prosecution Contract

Enclosed is the proposed 2019 Prosecution Contract. Each city pays a surcharge based on a three year case-load average. The County also contributes a "contract cost allocation," which reduces the costs (2018 = \$26,510). Costs are also offset by the fine revenue (1/3 to the cities, 1/3 to the State, and 1/3 to the County Attorney's Office).

Suggested Motion:

Motion to approve the 2019 Prosecution Contract.

2019 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Norwood Young America, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, including liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Norwood Young America and also to provide for prosecution of municipal traffic and parking ordinance violations.

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Norwood Young America, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Norwood Young America to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, including liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Norwood Young America and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2019, and extending through December 31, 2019.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$4,743.57 is to be paid by the City of Norwood Young America to the Carver County Attorney's Office in four equal installments by April 15, 2019, July 15, 2019, October 15, 2019 and January 15, 2020.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. Data.

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. Indemnification.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04.

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

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2019.

12. Merger and Modification.

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

Space Intentionally Left Blank

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF NORWOOD YOUNG AMERICA

IN PRESENCE OF:

BY: _____
Mayor

City Administrator

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
County Administrator

Date: _____



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 13, 2018

SUBJECT: Economic Development Commission Appointment

Theresa Peterman has applied to serve on the EDC.

Suggestion Motion:

Motion to appoint Theresa Peterman to the EDC.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 13, 2018

SUBJECT: Consider Brand Lake Highlands Open Space Easement Recommendation

The City Council at its October 22, 2018 regular meeting, appointed a sub-committee to meet with the Brand Lake Highlands property owners on site to review the open space easement areas. Dick Stolz, Mike McPadden, and I met with property owners on Saturday, October 27th and walked the rear yards of the properties impacted by the open space easement. Of the 15 properties impacted 9 property owners were present. The following findings are provided:

1. The property owners located on the east side of Emma Street had identified their rear property lines making it easier to identify where their property lines are located compared to the defined open space easement.
2. The properties located on the east side of Emma Street all had some buffer of natural grass between their rear property line and the trail. It appears no property owners have extended their rear yards onto City property.
3. Existing amenities located within the defined easement area include vegetation such as grass, plants/flowers, gardens, and the like. No structures are located within the easement area.

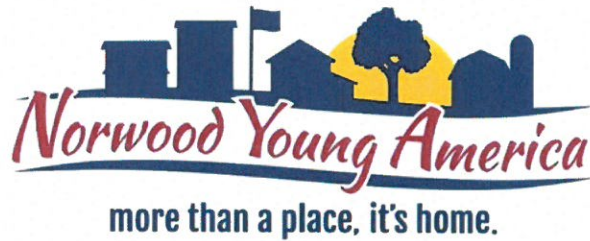
The DNR has been contacted with regards to the question of whether or not property owners can mow the open space easement area. Jennie Skancke, who is the DNR representative for our area, stated in an email that it would be overstepping her bounds to suggest what should or shouldn't be allowed in an easement that is not held by the DNR. She went on to state that they are not in a position to comment on management beyond stating that the area should remain as platted, not replatted to anything else. Enclosed is a copy of said email.

Based on the DNR's position and the review of the property owner's existing use of the open space easement area, it is the recommendation of the sub-committee that the Brand Lake Highlands property owners be able to utilize the defined open space easement area expect for 8 feet as measured from their respective rear property lines. Based on this recommendation, enclosed for Council consideration is a draft letter to the Brand Lake Highlands property owners.

Suggested Motion:

Motion to authorize mailing the Brand Lake Highlands letter.

Norwood Young America



November 14, 2018

Re: Brand Lake Highlands – Open Space Easement

Dear Property Owner:

As approved by the City Council at their November 13, 2018 regular meeting, this letter serves as specific authorization for all property owners located within the Brand Lake Highlands development to utilize the back-yard open space easement area as it relates to their property as hereby defined.

The back-yard open space easement area may contain all those things that currently exist on your properties, with the exception of the rear eight feet (8') as measured from the rear yard property line and extending the entire width of the lot. This eight foot strip must be left in its natural state with natural vegetation. We will document the condition of each property as of the date of this letter. Prospectively, you must comply with the easement except as qualified herein. A copy of the easement is attached. In particular, note that sheds are not permitted in the easement area.

Enclosed is an Easement Exhibit which illustrates the 8' open space easement area.

This written authorization is subject to any future interpretations with respect to the Open Space Easement by the Minnesota Department of Natural Resources or other regulatory parties or courts.

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

Respectfully yours,

Steven Helget
City Administrator

Norwood Young America

City Admin

Subject: FW: Brand Lake Highlands - Open Space Easement

From: Skancke, Jennie (DNR) [<mailto:jennie.skancke@state.mn.us>]

Sent: Monday, October 22, 2018 2:42 PM

To: City Admin

Subject: RE: Brand Lake Highlands - Open Space Easement

Hi Steve,

As I stated on the phone, it would be completely overstepping my bounds to suggest what should or shouldn't be allowed in an easement that is not held by DNR. The DNR's role is to review and comment at the platting phase, but after that we are not in a position to comment on management beyond stating that the area should remain as platted, not replatted to anything else.

Best,
Jennie

Jennie Skancke

South and West Metro Area Hydrologist | Ecological and Water Resources

Minnesota Department of Natural Resources

1200 Warner Rd

St. Paul, MN, 55106

Phone: 651-259-5790

Email: Jennie.Skancke@state.mn.us



From: City Admin [<mailto:cityadmin@cityofnva.com>]

Sent: Monday, October 22, 2018 1:20 PM

To: Skancke, Jennie (DNR) <jennie.skancke@state.mn.us>

Subject: Brand Lake Highlands - Open Space Easement

Hi Jennie,

I'm attaching a current aerial photo that identifies the open space easement with respect to all the properties in the Brand Lake Highlands development. It has been suggested to me to ask you specifically whether or not property owners can mow the open space easement area. Could you please respond in an email. Thank you.

Steven Helget

City Administrator

City of Norwood Young America

P.O. Box 59

310 Elm Street W.

Norwood Young America, MN 55368

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.

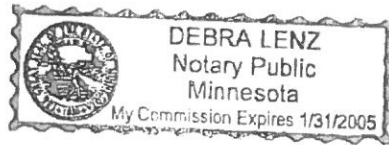
3. In addition to any other remedy the City may have, the restrictions contained herein may be enforced by injunction. The owners of the subject property shall pay to the City all expenses including reasonable attorney's fees incurred by City in enforcing the terms of this easement.

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 FAAR 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.



<div data-bbox="217 1733 574 1784" data-label="Image"></div> <div data-bbox="652 1713 885 1814" data-label="Figure"></div> <div data-bbox="947 1683 1227 1874" data-label="Image"></div>	<div data-bbox="1585 1743 1662 1895" data-label="Image"></div> <div data-bbox="1662 1663 2533 1905"><p>Easement Exhibit Norwood Young American, Carver County, MN</p><p>BOLTON & MENK, INC. Consulting Engineers & Surveyors 2638 SHADOW LANE, SUITE 200 CHASKA, MINNESOTA 55318 (952)-448-8838</p></div>	<p>PART OF BLK'S 1 & 2 BRAND LAKE HIGHLANDS</p> <p>FOR: CITY OF NORWOOD YOUNG AMERICA</p>
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TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 13, 2018

SUBJECT: Review U.S. Highway 212 - 2020 Mill & Overlay/Underpass Project

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At the City Council's October 22, 2018 regular meeting, the Council approved scheduling a public hearing for November 26th for the purpose of considering the Municipal Consent for the Final Layout of the closure of the south side of the intersection of U.S. Highway 212 and Morse Street. This is proposed to be completed with the MnDOT's 2020 Highway 212 Mill & Overlay project. Due to the 30 day published notice requirement, proposed is to reschedule the hearing to December 10, 2018. This hearing date change is acceptable to MnDOT.

Kevin Julie, SRF Consulting Group, will be present to review the enclosed contract amendment. Earlier this year MnDOT requested additional work being added to the preliminary design which they are solely responsible for the cost. The work added includes the preliminary design of the proposed trail connections, preliminary construction limits, right-of-way needs, and cost estimate for trail connections along Highway 212 between Reform Street and Morse Street. The original contract the City entered with SRF was for \$59,550. The proposed amendment adds an additional \$70,786 for a new total contract of \$130,336. The City will seek reimbursement from MnDOT for the additional work.

Project discussion items:

1. Reschedule Municipal Consent hearing
2. SRF Consulting Group Contract Amendment
3. U.S. Highway 212 closure during construction of underpass
4. Bidding letting project timeline and engineer's project cost estimate
5. Central School Craft Fair and MnDOT/City booth (Sat., Nov. 17th)
6. Possible meeting with Highway 212 businesses (possible dates Nov. 26, 27 or Dec. 5)
7. Municipal Consent purpose, what it entails, appeal process, etc.

Representing MnDOT at the meeting will be Sulmaan Khan, South Area Support Engineer for the Metro District.

Norwood Young America

Suggested Motions:

Motion to reschedule the public hearing from 6:00 p.m., November 26, 2018 to 6:00 p.m., December 10, 2018 for the purpose of considering approval of the Municipal Consent of the Final Layout for SP 1012-24.

Motion to approve the SRF Consulting Group contract amendment for professional services for the U.S. Highway 212 Underpass Preliminary Design.



SRF P081101

November 2, 2018

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

Subject: Amendment for Professional Services for US Highway 212 Underpass Preliminary Design in Norwood Young America

Dear Mr. Helget:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the additional work requested by MnDOT in support of preliminary design of Highway 212 through Norwood Young America. This work will be contracted through the current agreement between SRF Consulting and the City of Norwood Young America.

Scope of Services

We propose to carry out the work ("Scope of Services"), set forth in Attachment B, attached hereto and incorporated into this Agreement. The added work includes Project Management and Public Involvement, Preliminary Roadway, Trail and Drainage Design, Topographic Survey and Right of Way assistance.

Assumptions

Our work will be in support of MnDOT's efforts to deliver the final geometric, staff approved layout from west of Norwood Young America to west of Cologne along the two-lane segment of Highway 212.

Schedule

We will complete this work within a timeline to match MnDOT's schedule of gaining Municipal Consent on ongoing support through a mutually agreed upon timeline.

www.srfconsulting.com

1 Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4453 | 763.475.0010 Fax: 1.866.440.6364

An Equal Opportunity Employer

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$70,786, which includes both time and expenses.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is kjullie@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Kevin Jullie, PE (MN, ND)
Principle

KJ/lf

TH 212_Prelim Amendment.pdf

cc: Amber Blanchard, MnDOT South Area Mgr.
Diane Langenbach, South Area Engineer

Approved

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

SRF Consulting Group, Inc.

Client: Carver County Public Works

Project: TH 212 Trail Connections and Preliminary Design
From CSAH 33/Reform Street to Morse Street

Work Tasks and Person-Hour Estimates



P18 11228

Subconsultants:

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

Project Overview:

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

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

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

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

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

Geotechnical investigation provided by MnDOT for TH 212 improvements.

SRF Consulting Group, Inc.

Client: Carver County Public Works
 Project: TH 212 Trail Connections and Preliminary Design
 From CSAH 33/Reform Street to Morse Street

Work Tasks and Person-Hour Estimates

P18 11228

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

SRF Consulting Group, Inc.

Client: Carver County Public Works

Project: TH 212 Trail Connections and Preliminary Design

From CSAH 33/Reform Street to Morse Street

Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
2.0	Public Involvement <u>Assumptions:</u> - One public open house meeting for a duration of four hours and up to three SRF staff - Court reporter/stenographer for public hearings not included - Graphics and display material not included in scope - Attend up to two City Council work sessions <u>Client Deliverables:</u> - Costs for public open house - Meeting space for public open house and work sessions - Staff participation in public open house and work sessions	4	4	6	0	0	0	0	14	\$2,004.00
2.1	Public Open House SRF PM and up to two other technical staff will attend public open house, answer questions, and participate as appropriate.									
2.2	City Work Sessions/Agency Coordination SRF PM and up to one other technical staff to attend up to two city council work sessions and up to four agency coordination meetings.	36	36	0	0	0	0	0	72	\$11,988.00
	<u>SRF Deliverables:</u> - Attend public open house - Coordinate City work sessions									
	SUBTOTAL - TASK 2	40	40	6	0	0	0	0	86	\$13,992.00

SRF Consulting Group, Inc.

Client: Carver County Public Works

Project: TH 212 Trail Connections and Preliminary Design

From CSAH 33/Reform Street to Morse Street

Work Tasks and Person-Hour Estimates



P18 11228

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE	
3.0	<p>Preliminary Design, Geometric Layout Information, and Municipal Consent Assumptions.</p> <ul style="list-style-type: none">- Develop design and CADD files to supplement Layout being prepared and submitted by MnDOT.- Supplemental layout work included under this scope is limited to trails connections and retaining walls between CSAH 33/Reform Street and Morse Street.- Trail design includes north and south trails paralleling TH 212 between CSAH 33/Reform Street and Morse Street with connections to the proposed City trail crossing.- DTM survey and mapping in format meeting all current MnDOT CADD standards- A proposed design model is not included in this scope- Design work will be completed in the MicroStation (SS2) drafting platform- Submittals shall be in the digital PDF format- Work shall comply with applicable MnDOT requirements, MnDOT Computer Aided Drafting and Design (CADD) standards, Technical Memoranda, and other applicable design standards.- Pedestrian underpass box culvert is located at preferred location, skewed toward northeast under TH 212. TH 212 profile raise is not required for underpass. trail connections to provide access from CSAH 33/Reform Street and Morse Street to north/south trail connection which passes through pedestrian underpass.- Assumes one iteration of MnDOT Layout review comments related to trail or retaining wall items.- Cost estimate will include trail connections at pedestrian underpass, box culvert, and TH 212 open cut work. <p>Client Deliverables:</p> <ul style="list-style-type: none">- Review and comment on trail design to be incorporated with MnDOT layout submittal.- Wetland delineation in format meeting all current MnDOT CADD standards for project area.	0	0	6	0	0	4	0	0	10	\$1,044.00
3.1	<p>Preliminary Design</p> <p>Review the existing topography, proposed trail/box culvert underpass profile and determine feasible alignments for north and south trail connections paralleling TH 212. Connections are as follows:</p> <ul style="list-style-type: none">a. Trail B - North side of TH 212 - CSAH 33/Reform Street to Morse Streetb. Trail C - South side of TH 212 from CSAH 33/Reform Street to Morse Street										

SRF Consulting Group, Inc.

Client: Carver County Public Works

Project: TH 212 Trail Connections and Preliminary Design

From CSAH 33/Reform Street to Morse Street

Work Tasks and Person-Hour Estimates

P18 11228

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

SRF Deliverables:

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

SRF Consulting Group, Inc.

Client: Carver County Public Works

Project: TH 212 Trail Connections and Preliminary Design

From CSAH 33/Reform Street to Morse Street

Work Tasks and Person-Hour Estimates



P18 11228

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

SRF Consulting Group, Inc.

Client: Carver County Public Works

Project: TH 212 Trail Connections and Preliminary Design

From CSAH 33/Reform Street to Morse Street

Work Tasks and Person-Hour Estimates

P18 11228

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

SRF Deliverables:

- Hydraulic report
- Existing and Proposed Drainage Area Map

Client Deliverables:

- None

SRF Consulting Group, Inc.

Client: Carver County Public Works
 Project: TH 212 Trail Connections and Preliminary Design
 From CSAH 33/Reform Street to Morse Street

Work Tasks and Person-Hour Estimates

P18 11228

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

SRF Consulting Group, Inc.

Client: Carver County Public Works

Project: TH 212 Trail Connections and Preliminary Design

From CSAH 33/Reform Street to Morse Street

Work Tasks and Person-Hour Estimates



P18 11228

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

ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:

REPRODUCTION:

Personal Vehicles	470	Miles @	\$0.545	per mile	\$256
Copy Duplication	200	Copies @	\$0.10	each	\$20
Color Copies	50	Copies @	\$0.35	each	\$18
Deliveries/Courier	5	Each	\$100.00	per Each	\$500

ESTIMATED DIRECT NON-SALARY EXPENSES

\$794

SUMMARY OF COSTS:

1.0	Project Management	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS
2.0	Public Involvement	\$ 2,088.00	\$ 4,452.00	\$ 1,344.00	\$ -	\$ -	\$ -	\$ -	\$ 7,884.00
3.0	Preliminary Design, Geometric Layout Information, and Municipal Consent	\$ 6,960.00	\$ 6,360.00	\$ 672.00	\$ -	\$ -	\$ -	\$ -	\$ 13,992.00
4.0	Drainage Design	\$ -	\$ 954.00	\$ 7,840.00	\$ 4,836.00	\$ 11,160.00	\$ 3,528.00	\$ -	\$ 28,318.00
5.0	Topographical Survey	\$ -	\$ 2,226.00	\$ 448.00	\$ 3,162.00	\$ 7,068.00	\$ 1,764.00	\$ 236.00	\$ 14,904.00
6.0	Right of Way	\$ -	\$ 318.00	\$ 1,008.00	\$ -	\$ 372.00	\$ -	\$ -	\$ 1,698.00
		\$ -	\$ -	\$ 1,120.00	\$ -	\$ 1,488.00	\$ 588.00	\$ -	\$ 3,196.00
									\$ 69,992.00



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 13, 2018

SUBJECT: Consider Adam Ernst Appeal of Installation of Paved Parking Lot Determination for 216 Main Street E.

Adam Ernst, owner of 216 Main St. E., is contesting staff's determination of the installation of a paved parking lot in the rear yard of the subject property. Mr. Ernst contests that a gravel parking lot has existed and therefore is not subject to any additional requirements.

I initially spoke to Mr. Ernst in September, 2018 about his desire to install a parking lot in order to provide off-street parking for his tenants. The property in question is zoned C-3, Downtown District and according to City Code the following pertain to installing parking lots in the C-3 District:

1250.05 Yards.

Off-street parking and loading facilities shall be subject to the front yard, side yard and rear yard regulations for the use district in which the parking is located, except that:

- C. In the C-3, Downtown District or RC-1, Residential Neighborhood Commercial District, no parking and loading space shall be located within five (5) feet of any property line nor shall any parking space be located within ten (10) feet of any residence district.*

1250.09 Construction and Maintenance.

In all districts, parking areas, access drives and curb and gutter shall be hard-surfaced with materials such as concrete, asphalt, or brick/paver, except that in industrial districts parking areas in side or rear yards may be surfaced with compacted gravel or red rock. Plans for surfacing and drainage of driveways and stalls for five (5) or more vehicles shall be submitted to the City Engineer for review and the final plans shall be subject to the Engineer's written approval. (Amended by Ord. 267; 11-9-2015)

I inspected the property on or about September 19, 2018 and found that a majority of the property had vegetation. I also reviewed past aerial photos on Carver County's GIS Maps and it appears prior to 2013 there was an area in the rear yard that was not vegetation and may have been utilized as a parking lot area.

Proposed is for the City Council to determine whether or not it wishes to follow the appeals process as provided in Section 1210.02 of the City Code or to simply make a determination.

Norwood Young America

The following enclosures are provided:

1. September 27, 2018 letter with attachments
2. October 26, 2018 letter with attachments
3. City Code Section 1250 – Off Street Parking and Loading
4. Adam Ernst email dated October 29, 2018
5. Section 1210.02 Board of Appeals

Suggested Motions:



September 27, 2018

Adam Ernst
Allied Construction
P.O. Box 457
Watertown, MN 55388

Re: 216 Main Street E. – Parking Lot Installation

Dear Mr. Ernst:

In respect to your property located at 216 Main Street E., Norwood Young America, and your desire to install a parking lot in the rear yard, the property is currently zoned C-3, Downtown District. According to the City Code the following requirements apply for installing a parking lot in the C-3 District:

1. Section 1250.05 (C) states no parking space shall be located closer than five (5) feet of any property line nor shall any parking space be located within ten (10) feet of any residence district.
2. Section 1250.09 states in all districts, parking areas, access drives and curb and gutter shall be hard-surfaced with materials such as concrete, asphalt, or brick/paver. Except that in industrial districts parking areas in side or rear yards may be surfaced with compacted gravel or red rock (Ordinance No. 267; adopted 11/09/15). Plans for surfacing and drainage of driveways and stalls for five (5) or more vehicles shall be submitted to the City Engineer for review and the final plans shall be subject to the Engineer's written approval.

In addition, submittal and approval of the enclosed Administrative Permit application is also required prior to construction of a parking lot. A site plan drawing should accompany the application illustrating the location of the parking lot in relation to the rest of the property to include property lines, buildings, alleys, etc. The distance the parking lot is from the property lines should also be identified.

In our telephone conversations you've stated that a red rock parking lot exists in the rear yard which the former owner of the property established. With your permission, on or about September 19, 2018, I went onto your property and took the enclosed pictures of the rear yard. Though there is some red rock near the deck stairs, it appears the grand majority of the property has grass and in some areas top soil is exposed.

Norwood Young America

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

I've reviewed aerial photographs on Carver County's GIS Maps and it appears prior to 2013 there was an area in the rear yard that was not a grass lawn and may have been utilized as a parking lot area.

I'm also familiar with your property and for several years, prior to your purchase, there wasn't any activity on the property except general maintenance such as lawn mowing. There was no business activity or anyone residing there.

It is my determination that a gravel parking area did exist at one time but it has discontinued and therefore in order to conform with City Code any new parking lot shall be hard-surfaced.

You're welcome to attend a future City Council meeting to contest this determination. City Council meetings are held on the second and fourth Mondays commencing at 6:00 p.m.

Feel free to contact me with any questions.

Sincerely,


Steven Helget
City Administrator

Norwood Young America















CITY OF NORWOOD YOUNG AMERICA

216 Main Street E. (2017 Aerial Photo)

Map Date: 9/24/2018

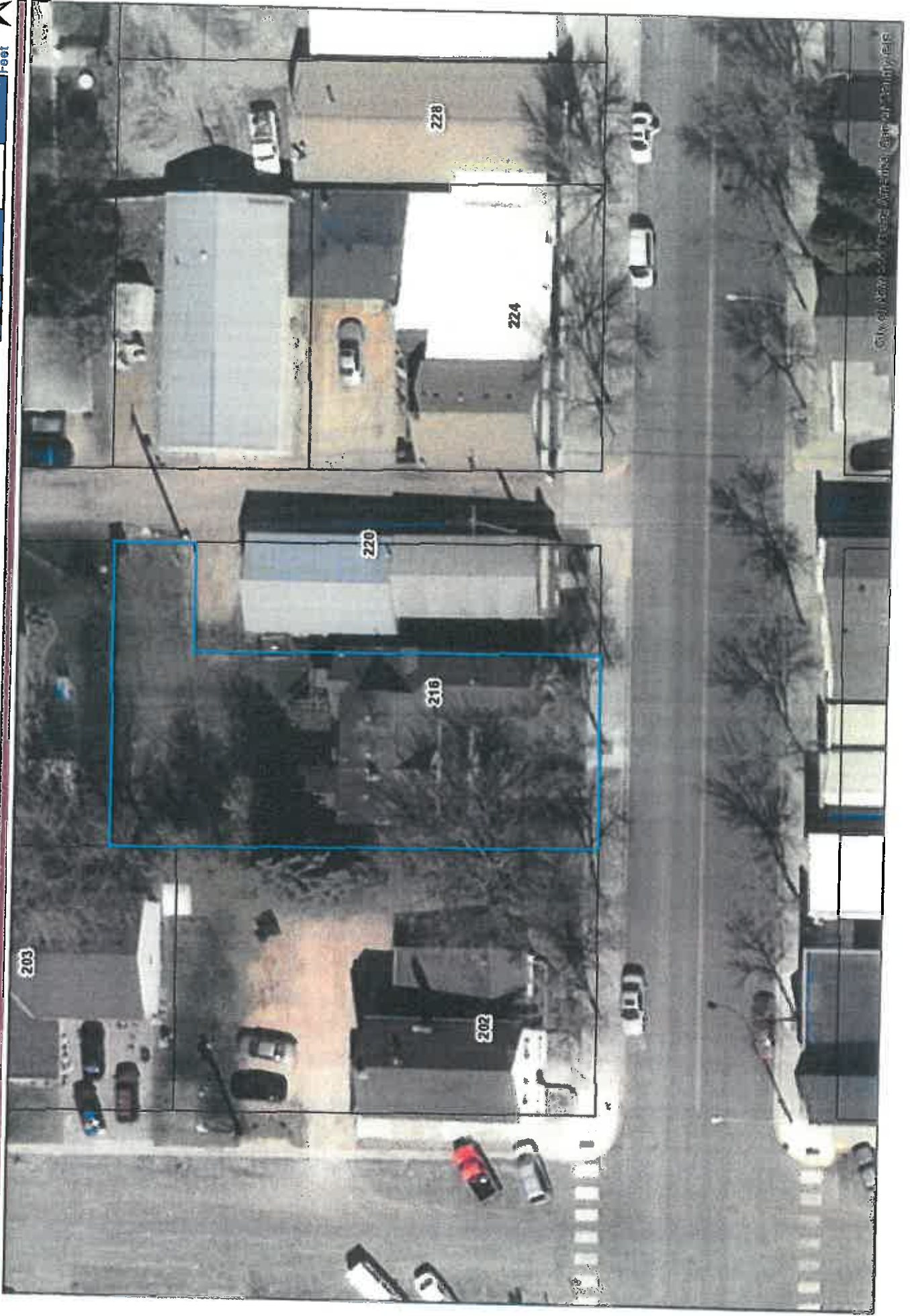




CITY OF NORWOOD YOUNG AMERICA

216 Main Street E. (2013 Aerial Photo)

Map Date: 9/24/2018



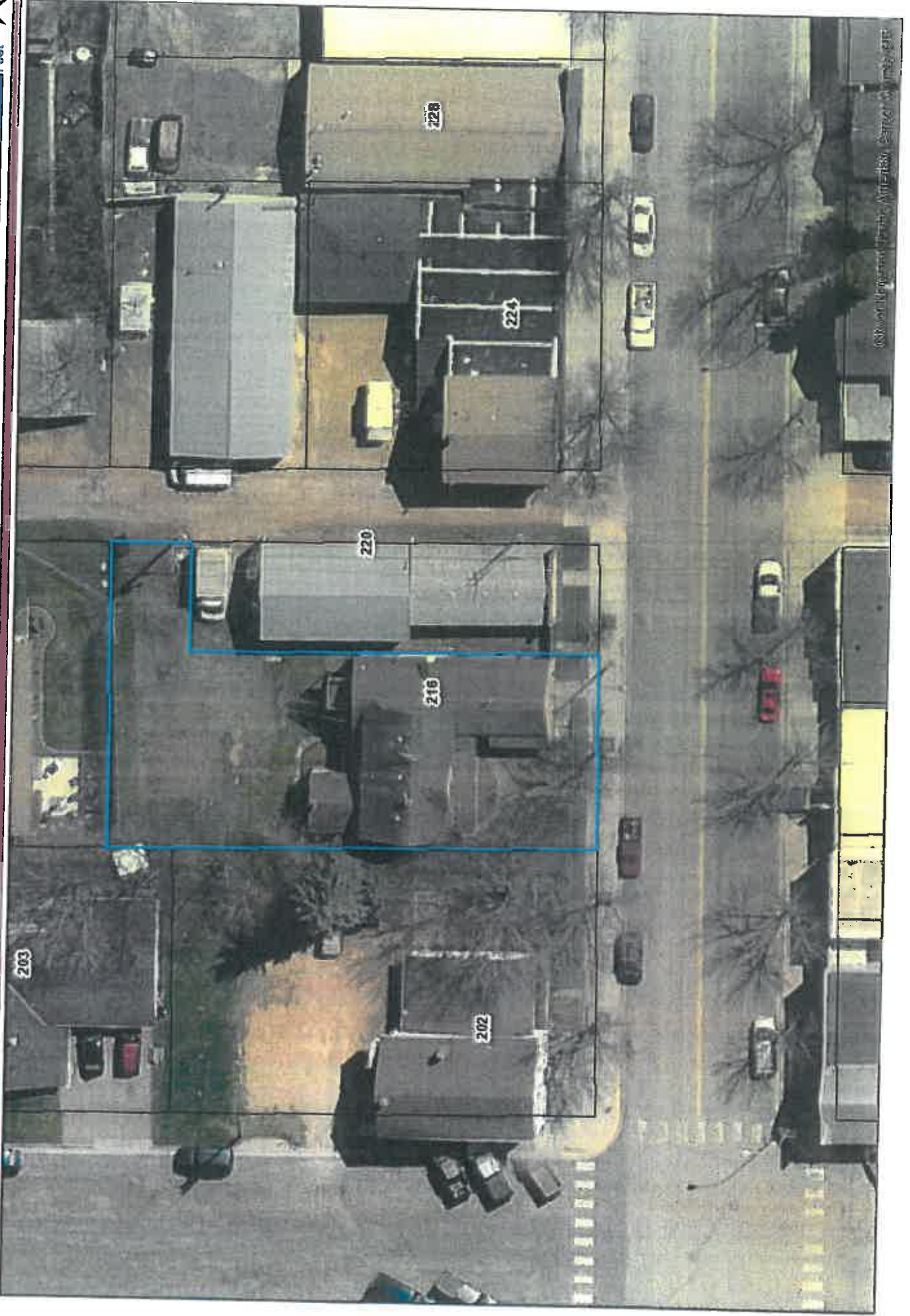


CITY OF NORWOOD YOUNG AMERICA

216 Main Street E. (2011 Aerial Photo)

Map Date: 9/24/2018

more than a place. it's home.





October 26, 2018

Adam Ernst
Allied Construction
P.O. Box 457
Watertown, MN 55388

Re: 216 Main Street E. – Parking Lot Installation

Dear Mr. Ernst:

In respect to your property located at 216 Main Street E., Norwood Young America, on or about September 27, 2018 you stopped at City Hall and I personally gave you a letter with attachments that outlined the requirements for establishing a rear yard parking lot for your tenants. On October 22nd I drove by your property and it appears a gravel parking lot has been established. I sent you an email that same day inquiring about your plans. I have not received a response. Today I drove past your property again and seen two vehicles parked in the gravel area behind the house.

As I stated in my September 27th letter, I've determine that a gravel parking area did exist at one time but it has discontinued and therefore in order to conform with City Code any new parking lot shall be hard-surfaced. In addition, approval of an Administrative Permit is required for installation of a parking lot.

I'm attaching a copy of my September 27, 2018 letter, an application for an Administrative Permit, and photos I took this week of your parking lot.

You are hereby directed to submit an Administrative Permit application by **Friday, November 9, 2018** to include the attachments I identified in my September 27th letter. Failure to comply will subject you to administrative penalties and fines.

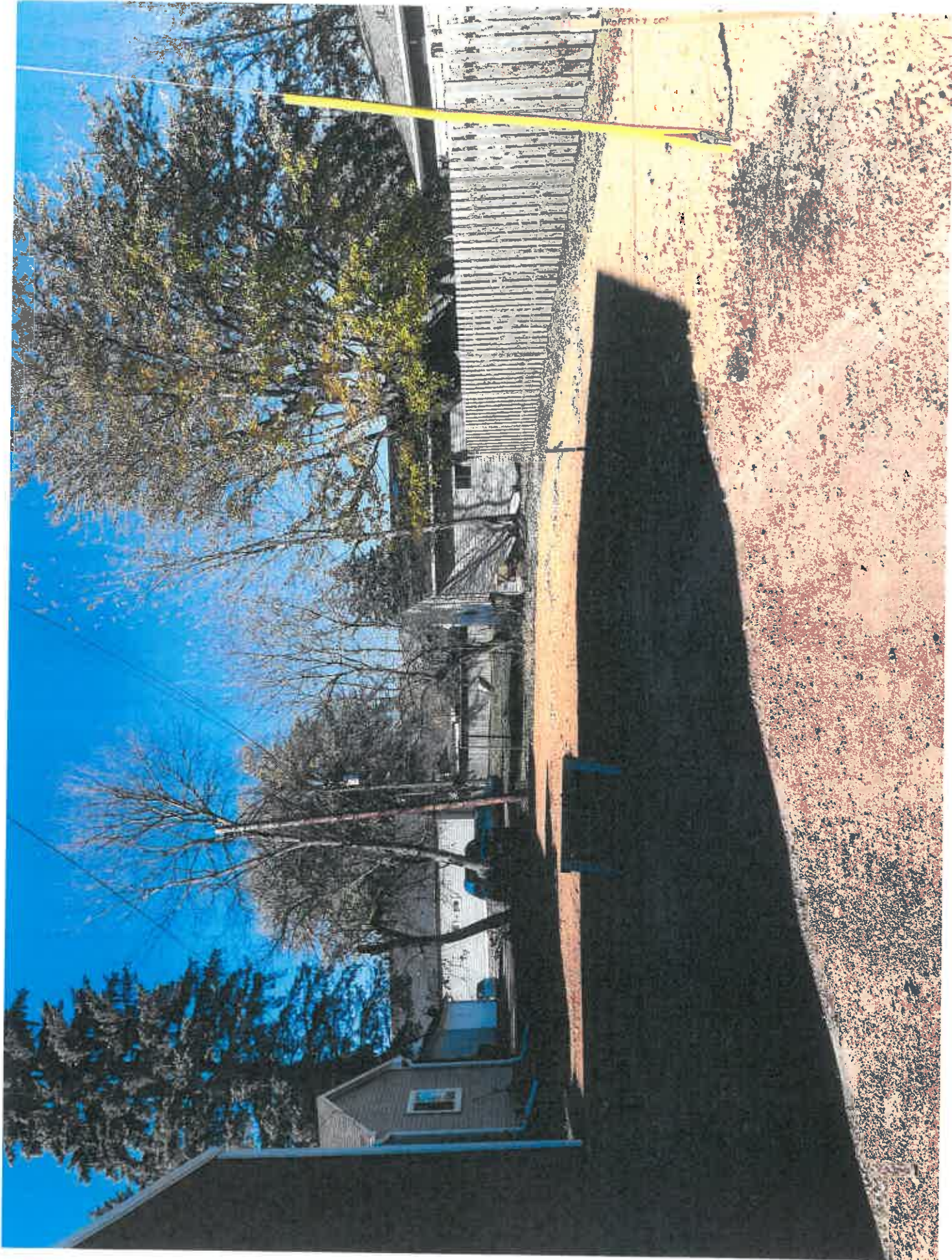
As I also stated in my September 27th letter, you're welcome to attend a future City Council meeting to contest the hard-surface determination. City Council meetings are held on the second and fourth Mondays commencing at 6:00 p.m. here at the City Hall. Due to the Veterans Day holiday, the next regular City Council meeting will be held on Tuesday, November 13th, at 6:00 p.m.

Feel free to contact me with any questions.

Sincerely,


Steven Helget
City Administrator

Norwood Young America







Section 1250 – Off-street Parking and Loading

1250.01 Scope.

Off-street parking and loading regulations shall apply to all buildings and uses of land established after the effective date of this chapter.

1250.02 Required Site Plan.

Any application for a building permit shall include a site plan or plot plan drawn to scale and dimensioned showing off-street parking and loading space to be provided in compliance with this chapter.

1250.03 Reduction and Use of Space.

Off-street parking facilities existing at the effective date of this chapter shall not subsequently be reduced to an amount less than that required under this chapter for a similar new building or use. Off-street parking facilities provided to comply with the provisions of this chapter shall not subsequently be reduced below the requirements of this chapter. Such required parking or loading space shall not be used for storage of goods or for storage vehicles that are inoperable or for sale or rent.

1250.04 Computing Requirements.

In computing the number of parking spaces required, the following rules shall apply:

- A. Floor space shall mean the gross floor area of the specific use.
- B. Where fractional spaces result, the parking spaces required shall be construed to be the nearest whole number.

1250.05 Yards.

Off-street parking and loading facilities shall be subject to the front yard, side yard and rear yard regulations for the use district in which the parking is located, except that:

- A. In any of the residence districts, parking or loading space may not be located within fifteen (15) feet of any property line.
- B. In the R-4, Multiple Family Residential District, C-2, General Commercial District, B-1, Business Industrial District or I-1, Light Industrial District, no parking or loading space shall be located within ten (10) feet of any property line nor shall any parking space be located within twenty-five (25) feet of any residence district.
- C. In the C-3, Downtown District or RC-1, Residential Neighborhood Commercial District, no parking and loading space shall be located within five (5) feet of any property line nor shall any parking space be located within ten (10) feet of any residence district.

1250.06 Buffer Fences and Planting Screens.

Off-street parking and loading areas in, near or adjoining residence districts, except areas serving single-family dwellings, shall be screened by a buffer fence of adequate design or a planting buffer screen. Plans of such screen or fence shall be submitted for approval as a part of the required site or plot plan and such fence or landscaping shall be installed as part of the initial construction.

1250.07 Access.

- A. Parking and loading space shall have adequate access from a public right-of-way.
- B. Access drives shall be so located as to minimize traffic and congestion and abnormal traffic hazards. No driveway shall be closer than fifty (50) feet to any right-of-way line of a street intersection.
- C. Access drives shall be located a minimum of five (5) feet from a side property line.
- D. Access drive widths shall not exceed forty (40) feet for multiple family, commercial, or industrial uses. The established width for multiple family, commercial, or industrial uses may be exceeded if the City Engineer finds traffic circulation purposes warrant increased width.

- E. Residential, commercial, and industrial driveways shall be hard-surfaced with materials such as concrete, asphalt, or brick/paver, except that driveways accessed from non-hard-surfaced alleys may be non-hard-surfaced.
- F. Residential parking pads shall be setback a minimum of five (5) feet from side property lines.
(Amended by Ord. 267; 11-9-2015)

1250.08 Combined Facilities.

Combined or joint parking facilities may be provided for one (1) or more buildings or uses provided that the total number of spaces shall be determined as provided in Section 1250.12.

1250.09 Construction and Maintenance.

In all districts, parking areas, access drives and curb and gutter shall be hard-surfaced with materials such as concrete, asphalt, or brick/paver, except that in industrial districts parking areas in side or rear yards may be surfaced with compacted gravel or red rock. Plans for surfacing and drainage of driveways and stalls for five (5) or more vehicles shall be submitted to the City Engineer for review and the final plans shall be subject to the Engineer's written approval. (Amended by Ord. 267; 11-9-2015)

1250.10 Lighting.

Light of parking and loading spaces shall be indirect or diffused and shall not be directed upon the public right-of-way or adjacent properties.

1250.11 Parking Lot Dimensions.

Table 1

Angle of Parking	Stall Width	Stall Length	Aisle Width
45°	12.5' 15.5' handicapped	18'	16'
60°	10.5' 13.5' handicapped	18'	18'
90°	9.0' 12.0' handicapped	18'	24'

Note: All angle parking requires one-way aisles

1250.12 Required Number of Off-street Parking Spaces.

Off-street parking areas of sufficient size to provide parking for patrons, customers, suppliers, visitors, residents and employees shall be provided on the premises of each use. The following standards are minimum criteria. The city may increase the requirements beyond the minimum based upon findings that, due to proposed use and/or design, that additional parking demand is anticipated. The City may decrease the number of spaces required for uses in the C, Civic District and CBD, Central Business District. The number of required parking spaces shall comply with the following:

- A. Calculating the number of spaces shall be in accordance with the following:
 1. If the number of off-street parking spaces results in a fraction, each fraction of one-half or more shall constitute another space.
 2. In churches and other places of public assembly in which patrons or spectators occupy benches, pews or other similar seating facilities, each twenty-four (24) inches of such seating shall be counted as one (1) seat for the purpose of this division.
 3. Except in shopping centers or where joint parking arrangements have been approved, if a structure contains two (2) or more uses, each use shall be calculated separately in determining the total off-street parking spaces required.
 4. For mixed use buildings, parking requirements shall be determined by the City based on the existing and potential uses of the building. In cases where future potential uses of a building will generate additional parking demand, the City may require a proof of parking plan for the difference between minimum parking requirements and anticipated future demand.

5. If warranted by unique characteristics and/or documented parking demand for similar developments, the City may allow reductions in the number of parking spaces actually constructed as long as the applicant provides a proof of future parking plan. The plan must show the location for all minimum required parking spaces in conformance with applicable setback requirements. The city may require installation of the additional parking spaces wherever a need arises.
 6. One (1) handicapped parking stall shall be provided for each fifty (50) stalls. Handicapped parking spaces shall be in compliance with the Uniform Building Code and State Law.
 7. The parking requirements for uses not listed in this division may be established by the City based on the characteristics of the use and available information on parking demand for such use.
- B. Table 2 designates the minimum number of parking spaces that are required to be provided and maintained at the time any new use or structure is occupied, or any existing use or structure is enlarged or increased in capacity.
- C. For uses not specifically listed in this chapter or for joint parking facilities serving two or more different uses, the planning commission shall determine the number of spaces to be required by utilizing the requirements of the most similar use listed below.

Table 2

Type	Required Parking Spaces
Assembly or exhibition hall, auditorium, theater or sports arena	One parking space for each four (4) seats, based upon design capacity.
Auto sales, trailer sales, marine and boat sales, implement sales, garden supply store, building materials sale, auto repair	One parking space for each five hundred (500) square feet of floor area
Automobile service station	Four (4) parking spaces, plus two (2) parking spaces for each service stall; such parking spaces shall be in addition to parking space required for gas pump areas
Boarding and Lodging Houses	Two (2) parking spaces for each four beds
Bowling alley	Five (5) parking spaces for each bowling lane
Car Washes (in addition to stacking space) Automatic Drive-Through Service Self-Service	Two (2) spaces per attendant Ten (10) spaces per attendant
Churches	One (1) parking space for each three (3) seats, based on the design capacity of the main seating area, plus one (1) space per classroom
Cinemas and Movie Theaters	One (1) space for every three seats
Convenience Stores	One (1) parking space per 200 square feet of floor space
Day Care Centers	One (1) stall for each six (6) children of design capacity
Dwellings: Single-Family and Two-Family Townhouses/Multi-Family Senior Housing	Two (2) parking spaces Two (2) parking spaces per dwelling unit Dependent upon parking study
Financial institutions	One (1) space for each two hundred fifty (250) square feet of floor space
Furniture or appliance store	One (1) space for each four hundred (400) feet of floor space
Hospitals and nursing homes	One (1) space for every two (2) beds, plus one (1) space for every two (2) employees on the largest single shift
Manufacturing or processing plant	One (1) parking space for each employee on the major shift and one (1) parking space for each motor vehicle when customarily kept on the premises
Medical and Dental clinics and animal hospitals	One (1) parking space for each one hundred fifty (150)

	square feet of floor area
Mortuaries	One (1) parking space for every three (3) seats
Motel or hotel	One (1) parking space for each rental room or suite, plus one (1) space for every two (2) employees
Office buildings (administrative, business or professional)	4.5 stalls per 1,000 square feet gross floor area
Public Service buildings – including municipal administrative buildings, community center, public library, post office, etc.	One (1) parking space for each five hundred (500) square feet of floor area in the principle structure, plus one (1) parking space for each four (4) seats within public assembly or meeting rooms
Recreational facilities, including country club, swimming club, racquet club, public swimming pool	20 (twenty) spaces, plus one (1) space for each five hundred (500) square feet of floor area in the principal structure or two (2) spaces per court
Research, experimental or testing stations	One (1) parking space for each four hundred (400) square feet of gross floor area within the building, whichever is greater
Restaurant, café, nightclub, tavern or bar Without full liquor license	One space per sixty (60) square feet of gross floor area or one (1) space per two and one-half (2 ½) seats whichever is greater
With full liquor license	One space per fifty (50) square feet of gross floor area or one (1) space per two (2) seats, whichever is greater
Retail stores and service establishments	One (1) space for each two hundred (200) square feet of gross floor area
Schools: Elementary (public, private or parochial)	One parking space for each classroom plus one space for every 50 students
Junior, Senior High School and Colleges	One parking space for every classroom plus one space for every 4 students
Shopping Center: Up to 50,000 square feet	Five (5) parking spaces for every 1,000 square feet of floor space
More than 50,000 square feet	Four (4) parking spaces for every 1,000 square feet of floor space
Storage, wholesale, or warehouse establishments For each 2,000 square feet	One (1) space, or one space for every employee on the shift utilizing the most employees, whichever is greater. One (1) space for each company vehicle operating from the premises

City Admin

From: Adam Ernst <adam@alliedmn.com>
Sent: Monday, October 29, 2018 3:23 PM
To: City Admin
Subject: Re: 216 Main St. E. - Parking Lot Installation

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Steve,

We did scrape that back lot over at 216 Main St. E. Our lawyer advised us to take photos as we went along to support the fact that there was a gravel/red rock parking lot back there. Almost the entire back yard was really nice red rock so it worked out nicely. With that being said, we are going to utilize the red rock lot that we are grandfathered into. The lot will only consist of 4 parking spaces, so I do not believe that a site plan will be necessary.

Thanks,
Adam Ernst
(Project Manager)



www.alliedmn.com
Cell: (612) 280-8190
Office: (952) 657-1053

From: City Admin <cityadmin@cityofnya.com>
Date: Monday, October 22, 2018 at 3:53 PM
To: Adam Ernst <adam@alliedmn.com>
Subject: 216 Main St. E. - Parking Lot Installation

Hi Adam,

I'm just following up. I drove past your property at 216 Main St. E. today and seen that you have cleared the grass in the backyard and have put down gravel. It appears to be graded and ready for paving. Is that your plan? Are you planning to have 4 or less vehicles parked back there? Which direction do you plan to have the water drain to?

Steven Helget
City Administrator
City of Norwood Young America
P.O. Box 59

1210.02 Board of Appeals.

Subd. 1 Establishment. The City Council is hereby established as the required board of appeals and adjustments, such board to be hereinafter referred to as the board of appeals or the board. The City Council, acting as the board of appeals, shall be vested with such administrative authority as is hereinafter provided or as provided by state law.

Subd. 2 Duties. The duties of the board of appeals shall be to:

- A. Hear and decide appeals where it is alleged that there is an error in any order, requirement, decision or determination made by the zoning administrator.
- B. Hear and decide requests for variances from the literal provisions of this Chapter, pursuant to Section 1210.04.

Subd. 3 Proceedings.

- A. The board of appeals shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this chapter. Meetings shall be held at the call of the chairperson and at such other times as the board may determine. The chairperson, or in his or her absence the acting chairperson, may request the attendance of witnesses. All meetings shall be open to the public.
- B. The board of appeals shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the clerk-treasurer.

Subd. 4 Appeals.

- A. Appeals to the board of appeals may be taken by any person aggrieved or by any official or department of the city affected by any decision of the zoning administrator. Such appeals shall be taken within 60 days of such decision by filing with the zoning administrator a notice of appeal specifying the grounds thereof. The zoning administrator shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.
- B. The board shall fix a time for the hearing of the appeal, which hearing shall be held not less than ten (10) days nor more than 45 days after filing of said appeals. Hearings before the Board under Minnesota Statutes Sec. 462.359 Subd. (4) (Official Maps) shall require notice published in the official newspaper ten (10) days before the hearing; for all other hearings before the Board, notice of the date, time and place of such hearing shall be given to all interested parties. A decision on said appeal by the Board shall be made within a reasonable time after the hearing. At the hearing, any party may appeal in person by agent or attorney.
- C. Appeal request decisions of the Board shall be final. Appeals of Board decisions shall be made to the District Court within sixty (60) days.

1210.03 Planning Commission.

Subd. 1 Duties. Planning Commission duties in zoning administration shall be to:

- A. Hold public hearings on applications for amendments to this chapter. The commission shall not have the authority to make changes or amendments to this chapter, it shall act in a purely advisory manner to the City Council making its recommendation in all cases referred to it, and transmitting them to the City Council for final action.
- B. Consider applications for conditional use and interim use permits provided for within this chapter and to transmit its recommended action to the City Council for final action.
- C. Consider applications for variances and appeals provided for within this chapter and to transmit a recommendation to the board of appeals.

- D. Consider applications for site plans provided for within this chapter and to transmit its recommended action to the City Council for final action.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 13, 2018

SUBJECT: Approve Refuse Hauler Licenses Renewals

The City Council at their October 8, 2018 regular meeting discussed the renewal of the refuse hauler licenses for Waste Management and Randy's Environmental Services. The current licenses will expire on 12/31/2018. As directed by the Council a letter was sent to both companies requesting information about their rates and services. Enclosed is a copy of said letter and the response letters received from both companies.

In accordance with Section 320.15 of the City Code, no more than two (2) refuse haulers may be licensed for any calendar year, the license is valid for three (3) years and each license shall be renewable. The current license fee is \$100 for three years.

Representatives of Waste Management and Randy's Environmental Services will be present at the meeting to provide further information about their respective services and to answer questions.

Suggestion Motion:

Motion to renewal the refuse hauler licenses with Waste Management and Randy's Environmental Services.

Norwood Young America



October 24, 2018

Dan Behnke
Sr. District Manager
490 Industrial Blvd.
Winsted, MN 55395

Re: Request for Information

Dear Mr. Behnke:

The Norwood Young America City Council at their October 8, 2018 regular meeting discussed the current refuse licenses the City has with Waste Management and Randy's Environmental Services which are scheduled to expire at the end of this year.


Prior to renewing the licenses the City Council is requesting you provide the following information:

1. Current residential rates for refuse and recycling services.
2. Additional services that you provide to residential customers to include the fees for such.
3. Identify if your residential rates will change over the next three years (2019 – 2021) and if yes, provide how much that increase will be.
4. Identify any community events that you will/do support by providing free or reduced service fees.
5. Provide any additional information you would like to share with the City Council.

Please provide the requested information to me by Friday, November 2, 2018. The City Council will continue its discussion of renewing the refuse licenses with Randy's Environmental Services and Waste Management at their November 13, 2018 regular meeting. The meeting commences at 6:00 p.m. It would be appreciated if you or another representative of Waste Management could attend this meeting.

Please feel free to contact me with any questions.

Sincerely,


Steven Helget
City Administrator

Norwood Young America



October 24, 2018

Deb Gatz
Randy's Environmental Services
4351 U.S. Hwy. 12 S.E.
P.O. Box 169
Delano, MN 55328

Re: Request for Information

Dear Ms. Gatz:

The Norwood Young America City Council at their October 8, 2018 regular meeting discussed the current refuse licenses the City has with Randy's Environmental Services and Waste Management which are scheduled to expire at the end of this year.

Prior to renewing the licenses the City Council is requesting you provide the following information:

1. Current residential rates for refuse and recycling services.
2. Additional services that you provide to residential customers to include the fees for such.
3. Identify if your residential rates will change over the next three years (2019 – 2021) and if yes, provide how much that increase will be.
4. Identify any community events that you will/do support by providing free or reduced service fees.
5. Provide any additional information you would like to share with the City Council.

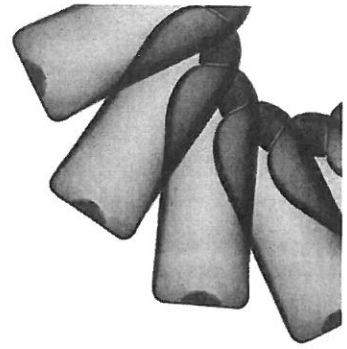
Please provide the requested information to me by Friday, November 2, 2018. The City Council will continue its discussion of renewing the refuse licenses with Randy's Environmental Services and Waste Management at their November 13, 2018 regular meeting. The meeting commences at 6:00 p.m. It would be appreciated if you or another representative of Randy's Environmental Services could attend this meeting.

Please feel free to contact me with any questions.

Sincerely,


Steven Helget
City Administrator

Norwood Young America



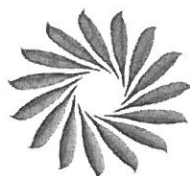
Norwood Young America Proposed Pricing.

Service	Current Pricing	2019	2020	2021
32 Gallon Trash	\$ 7.06	\$ 7.24	\$ 7.24	\$ 7.42
64 Gallon Trash	\$ 8.67	\$ 8.89	\$ 8.89	\$ 9.11
96 Gallon Trash	\$ 10.00	\$ 10.25	\$ 10.25	\$ 10.50
SS Recycling	\$ 2.99	\$ 3.49	\$ 3.49	\$ 3.49

*Pricing includes collection and disposal of material.

Waste Management is proud to be a part of local events such as Stiftungfest (provide roll off containers) and to donate to the local baseball fields (extra pickups for tournaments). We would love to be able to continue with these event.

Jason Hartman
Public Sector Sales Rep
Waste Management



4351 US Hwy 12 SE
PO Box 169
Delano MN 55328-0169



www.RandysSanitation.com
Phone: 763.972.3335
Fax: 763.972.6042

October 29, 2018

Steven Helget
City Administrator
Norwood Young America
310 Elm Street West
P O Box 59
Norwood Young America, MN 55368

Re: Request Information for Trash and Recycling Hauling License

In response to your letter dated October 24, 2018, we are providing the requested information for council.

1. Randy's residential rates for refuse and recycling services is:
35 gallon \$13.00
65 gallon \$14.00
95 gallon \$15.00
2. Additional services that we provide to residential customers to include the fees for such.
*Weekly Yard Waste Service, with or without cart \$78.00 for season (Starts April and ends Third week of November)
*Organic Recycling. Co collected with trash. 60 Blue Bag Organic bags are provided. No additional charge.
3. Identify if residential rates will change over the next three years. Price increases are not scheduled. Rates are reviewed as we experience changes or increases in disposal costs. Any Governmental increases are generally passed along to customers whether it be related to trash or recycling.
4. Identify any community events that we are willing/do support. We have many years of experience and can assist in analyzing service needs. Randy's is willing to work with the city as needs arise for services for the community.
5. Provide any additional information. We can increase recycle participation as Organics is a recyclable item recognized by the State of MN. This increases diversion from the landfill up to 35%.

Randy's will have a representative attending the November 13, 2018 meeting to answer any further questions council may have.

Thank you.
Deb Gatz
Andy Bright

Randy's Environmental Services
Family Owned and Operated Since 1979



TO: Honorable Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: November 13, 2018

RE: Resolution 2018-35 Canvassing Election Results

The General Election for the City of Norwood Young America was held on November 6, 2018. There were 2,162 registered voters. 1,602 voters casted their votes either in person or by absentee ballot for a 74.10% voter turnout.

The Election Day activities at the poll were run by 19 hardworking and dedicated election judges. These individuals should be commended for their valuable contribution to the voting process:

Faye Ernst	Elroy Latzig
Kaarin Foede	Rita Maiser
Vicki Halliday-Schultz	Jean Nelson
Gilbert Hasse	June Plagge
Carolyn Hoernemann	Dianne Rain
Hilbert Hoof	LeAnn Smith
Karen Kamps	Mary Spille
Greg Kummer	Mary Lou Teubert
Carol Latzig	Jean Thomas
	Kathy Tverberg

Recommendation:

To adopt Resolution 2018-35, a resolution certifying election results of the general election of November 6, 2018 for mayor and two 4 year term city council members.

Norwood Young America

RESOLUTION 2018-35

A RESOLUTION CERTIFYING ELECTION RESULTS OF THE GENERAL ELECTION OF NOVEMBER 6, 2018 FOR MAYOR AND TWO CITY COUNCIL MEMBERS

WHEREAS, pursuant to due published and posted notice thereof, an election was held November 6, 2018 in the City of Norwood Young America for the purpose of electing a mayor for a two (2) year term and two (2) council members each for a four (4) year term;

WHEREAS, duly appointed judges did count the ballots cast and declare the following results:

For the Office of Mayor:

	Total Votes	Percent of Votes
Tina Diedrick	877	56%
Carol Lagergren	676	43%
Write-Ins	12	1%

For the Office of Council Member (four year term-vote for two):

	Total Votes	Percent of Votes
Charles A Storms	1144	56%
Craig Heher	859	42%
Write-Ins	31	1%

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby declares Tina Diedrick elected to Mayor of the City of Norwood Young America to serve a two (2) year term beginning January 1, 2018.

BE IT FURTHER RESOLVED, that the City Council hereby declares Charles A Storms and Craig Heher elected to serve, each a four (4) year term on the Norwood Young America City Council beginning January 1, 2018.

Adopted by the Council this 13th day of November 2018.

CITY OF NORWOOD YOUNG AMERICA

ATTEST:

Carol Lagergren, Mayor

Kelly Hayes, City Clerk/Treasurer



TO: Mayor Lagergren and City Council Members

FROM: Steve ZumBerge, Fire Chief

DATE: November 13, 2018

RE: Resolution 2018-34 Opting to Increase Retirement Benefit Level for Firefighters

The Norwood Young America Volunteer Firefighters joined the Statewide Volunteer Firefighters Retirement Plan in January of 2013. The benefit is currently \$2,100 per year per firefighter. The cities required 2018 contribution is \$2,410.00. There is \$3,400.00 in the 2018 budget for the cities required contribution. The Fire Department requested and received a cost analysis of the benefit level from the Public Employees Retirement Association (PERA). Increasing the benefit level to \$2700 per year, per firefighter. At the \$2,700.00 per year benefit level the cities required contribution would be zero. It is the recommendation of Fire Chief Steve Zumberge that the City Council of Norwood Young America raise the PERA benefit to \$2,700.00 per year, per firefighter as of January 1st 2019. It is also a request of Fire Chief Steve Zumberge that the City Council of Norwood Young America approve a voluntary contribution to PERA of \$910.00. \$910.00 is the leftover monies in 2018 budget.

Recommendation:

To approve Resolution 2018-34, a resolution opting to increase the benefit level for vested Norwood Young America Firefighters.

Norwood Young America

RESOLUTION 2018-34

A RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS WHO ARE VESTED IN THE VOLUNTARY STATEWIDE VOLUNTEER FIREFIGHTER RETIREMENT PLAN

The City Council of Norwood Young America, Minnesota, does ordain:

- WHEREAS, The City previously authorized the fire department to join the Voluntary Statewide Volunteer Firefighter Retirement Plan administered by the Public Employees Retirement Association (PERA); and
- WHEREAS, The City requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the Voluntary Statewide Volunteer Firefighter Retirement Plan from PERA not more than 120 days ago; and
- WHEREAS, The City understands that Minnesota statute allows an increase in benefit levels if the plan is fully funded, but does not have provisions for a decrease in benefit levels; and
- WHEREAS, The City highly values the contributions of City Fire Department members to the safety and well-being of our community and wishes to safeguard their pension investments in a prudent manner.

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

The City hereby approves an increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Voluntary Statewide Volunteer Firefighter Retirement Plan administered by PERA at the \$ 2,700 benefit level per year of service, effective January 1, 2019; and

The City Clerk/Administrator and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

The motion for the adoption of the foregoing resolution was proposed by Councilmember _____
and was duly seconded by Councilmember _____ and upon vote being taken thereon, the
following voted in favor: _____
And the following voted against the same: _____

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Norwood Young America, Minnesota, on November 13, 2018.

BY:

ATTEST:

Mayor Carol Lagergren

Kelly Hayes, City Clerk/Treasurer



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: November 13, 2018

SUBJECT: Forest Hills Cemetery Ownership Transfer

At the City Council's October 8, 2018 meeting, Paul Melchert, Melchert, Hubert, Sjodin Attorneys at Law, was present requesting the City of Norwood Young America consider taking over ownership and maintenance of the Forest Hill Cemetery. Mr. Melchert stated that there are currently no living board members of the Forest Hill Cemetery Association. Mr. Melchert provided information on the transaction stating that the Council would ultimately need to approve a resolution authorizing the ownership transfer.

The Council directed that the city attorney review the proposed ownership transfer and provide comments on the transfer. Enclosed is an email from Jay Squires, City Attorney, with his comments.

Proposed is for the Council to consider consenting to commencing the transaction process of City taking over the ownership of the Forest Hills Cemetery.

Suggestion Motion:

No suggested motion.

Norwood Young America

City Admin

From: Jay T. Squires <Jay.Squires@raswlaw.com>
Sent: Thursday, October 25, 2018 12:51 PM
To: City Admin
Subject: RE: Forest Hills Cemetery

Steve, here are my thoughts on the process if the Council is willing to accept the transfer:

- 1) Since I understand there is no sitting cemetery board, Minn. Stat. 306.06 indicates that the district court assumes jurisdiction and control until someone petitions to reconstitute the cemetery board. Here, Mr. Melchert should be responsible for doing this;
- 2) Once a new board exists, the Board should convene a meeting of members of the association (lot owners or heirs of owners) to vote on transfer of the cemetery to the City;
- 3) Assuming a positive vote by a majority of the lot owners, the new board must unanimously adopt a resolution to transfer the cemetery (and funds as discussed below) to the City;
- 4) The City would then be required to adopt a resolution accepting the transfer.

Note that the City essentially steps into the shoes of the association in operation of the cemetery. The Bylaws that you forwarded to me continue in effect and govern the cemetery. The City can adopt its own rules and regulations. They would supplement but could not be inconsistent with the Bylaws. The association's perpetual care fund would be transferred to the City as well. The City would need to manage that fund as if it were managed by the association. That is, the principal or corpus of the fund could not be used; only the interest could be used to maintain the cemetery.

Jay



**Rupp, Anderson, Squires
& Waldspurgen, P.A.**

Jay T. Squires
Attorney at Law
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402
Office: (612) 436-4300
Fax: (612) 436-4340
www.raswlaw.com

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From: City Admin [<mailto:cityadmin@cityofnyc.com>]
Sent: Wednesday, October 10, 2018 11:20 AM
To: Jay T. Squires <Jay.Squires@raswlaw.com>
Subject: Forest Hills Cemetery

Jay,

At the City Council meeting this past Monday, Paul Melchert was present and asked the Council to consider taking over the Forest Hills Cemetery. Paul provided information on the transaction stating that the Council would need to approve a resolution authorizing the ownership transfer. He would then proceed with contacting the surviving owners of plots in the cemetery for meeting and to ask them to approve of the transfer. I'll refer you to our website where you can view the entire discussion.

The Council directed that you take look at this proposed ownership transfer and provide your response to it and also provide your comments/opinion. I'd like to bring this item back at our October 22nd regular Council meeting.

Steven Helget

City Administrator
City of Norwood Young America
P.O. Box 59
310 Elm Street W.
Norwood Young America, MN 55368
952.467.1805
www.cityofnYA.com



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TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: November 13, 2018
SUBJECT: Approve Oak Grove Snow Removal Service Agreement

Enclosed is the proposed agreement with the Carver County CDA for the City to provide snow removal services at Oak Grove for the 2018-2019 winter season.

Suggestion Motion:

Motion to approve the Snow Removal Service agreement with the Carver County CDA.



Snow Removal Services

THIS AGREEMENT dated 10/15/2018 by and between the Carver County Community Development Agency dba/Oak Grove Apartments (hereinafter referred to as "CDA") City of Norwood Young America (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Oak Grove Apartments wishes to acquire snow removal services at 114 Reform Street Norwood Young America and other special projects as agreed upon, on a contractual basis; and,

NOW, THEREFORE, in consideration of the mutual undertakings and promises herein contained, the parties do agree as follows;

1. **TERM.** The term of this Agreement shall be from October 31, 2018 to April 30, 2019.
2. **WARRANTY.** The Contractor warrants and represents that he/she is qualified to provide the services herein.
3. **SERVICES.** The Contractor shall provide services as listed on Attachment "A" to said Contract.
4. **PAYMENT.** Payment for services shall be processed within 30 days to the Contractor after completion of services upon the presentation of a claim. Invoices shall list property address, and shall provide a cost breakdown of services and labor or material charges. The CDA reserves the right to inspect the job sites and approve or disapprove the Contractor's work. If the CDA disapproves the work, the Contractor will have forty-eight hours to resolve any problems. The Contractor will not be paid for the job until the problems are resolved.
5. **GOODWILL.** The Contractor agrees that in performing any duties required under this agreement he will avoid any words or actions that would convey a negative image for the CDA or any of the various co-parties involved. Should an event occur that violates this provision, the Contractor and the CDA will mutually agree to necessary corrections to be made.
6. **CONFIDENTIALITY.** All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, [Sections 13.01 through 13.99], particularly those rules and regulations which address information about persons receiving assistance from the CDA and/or location of CDA assisted housing, shall be complied with.
7. **RECORDS AVAILABILITY AND RETENTION.** Pursuant to Minnesota Statute 16B.06, Subd. 4, Contractor agrees that CDA, or any of its duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Contract. Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.
8. **SUBCONTRACTING AND ASSIGNMENT.** Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without Prior written approval of the CDA and subject to such conditions and provisions as the CDA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.
9. **INDEPENDENT CONTRACTOR.** Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the CDA. No tenure or any rights or benefits including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or any other benefits available to Agency employees, shall construe to the Contractor or employees of the contractor performing services under this agreement. Any and all claims that may arise as a consequence of any act or omission on the part of said Contractor shall in no way be the obligation or responsibility of the CDA.
10. **NONDISCRIMINATION.** During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

11. **HEALTH and SAFETY.** The Contractor shall be solely responsible for the health and safety of its employees and subcontractors' employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all of the Contractor's employees, including those of all subcontractors, have received all of the training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Uniform First Code and/or any other applicable health and safety regulations.
12. **SURVIVAL.** Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violations of any Federal or State law, or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid, and that the remainder of this contract shall remain in full force and effect.
13. **AMENDMENT.** Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.
14. **AGREEMENT.** This agreement, when executed, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
15. **LIABILITY AND INDEMNIFICATION.** The Contractor agrees it will defend, indemnify and hold harmless the CDA, its officers and employees against any and all liability, loss, costs, damages and expenses which the CDA, its officers or employees may hereinafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Contract.
16. **INSURANCE.** Contractor hereby agrees, that in order to protect itself as well as the CDA under indemnity provisions set forth above, it will at all times during the term of this contract keep in force:
- a. **Coverage's:** The contractor shall at its expense carry not less than:
 - 1,000,000.00 In Commercial General Liability Insurance.
 - 1,000,000.00 In Automobile Liability Insurance.
 - Contractor shall purchase insurance to protect itself from claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed.
 - b. **Additional Insured.** Contractor shall name CDA as an additional insured on its commercial general liability policy, and that additional-insured coverage shall be primary and non-contributory with respect to any other insurance or self insurance which may be maintained by the CDA.
 - c. **Certificates of Insurance.** Before beginning work under this Agreement, and annually after that, until all work under this Agreement is completed. Contractor shall furnish to the CDA a certificate or certificates of insurance demonstrating the required coverage.
 - d. **Failure to Insure.** The failure to carry the required insurance coverage, or to furnish the required certificate or certificates of insurance, shall be a material breach of this Agreement.
17. **DEFAULT AND CANCELLATION.** If the Contractor fails to perform any of the provisions of this agreement or so fails to administer the work as to endanger the performance of the agreement, this shall constitute default. Unless the Provider's default is excused by the CDA, the CDA may terminate this agreement immediately without further notice.

This agreement may be cancelled without cause by either party upon thirty days written notice.

18. **NOTICE TO CONTRACTOR:** You are required by Minnesota Statutes, Section 270.66 to provide your Social Security number or Minnesota tax identification number if you do business with the State of Minnesota. The information may be used in the enforcement of federal or state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. These numbers will be available to federal and state personnel involved in the payment of state obligations.

Social Security: _____ Minnesota Tax ID: _____ Federal Employer ID: _____

19. **ANTITRUST.** Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Contractor

City of Norwood Young America

Carver County Community Development Agency

Deputy Director

Attachment A-Pricing**Oakgrove**

Submitted by (business name/address/phone/fax):

City of Norwood Young America310 Elm St. W.P.O. Box 59Norwood Young America, MN 55368**Proposed Costs:** The undersigned offers and agrees, if this Bid is accepted within thirty (30) calendar days, to the following unit pricing:

DESCRIPTION	PROPOSED UNIT COST
Plowing parking lot and drive areas	Per parking lot \$ 70.00 - Flat Fee
If you charge by inches, please indicate range below and amounts in unit cost:	
<u>1 1/2 to 2</u> inches	\$ <u>130.00</u>
<u>2 to 6</u> inches	\$ <u>175.00</u>
<u>6 to 10</u> inches	\$ <u>235.00</u>
<u>10 +</u> inches	\$ <u>375.00</u>
Sidewalks	Per hour \$ 110.00
Salt/sanding - parking lot	Per parking lot \$ 70.00
Salt/sanding - sidewalks	Per hour \$ 50.00
Bobcat, if necessary	Per hour \$ 90.00
Dump truck removal, if necessary	Load cost \$ 70.00
Any additional costs, if necessary	\$ 150.00

- Note:**
- Hourly rates shall include labor, taxes, fees and other support costs.
 - The bid is not valid unless pricing is submitted for each item.

By: Steven Helget
SignatureSteven Helget
Print Name9/25/18
Date



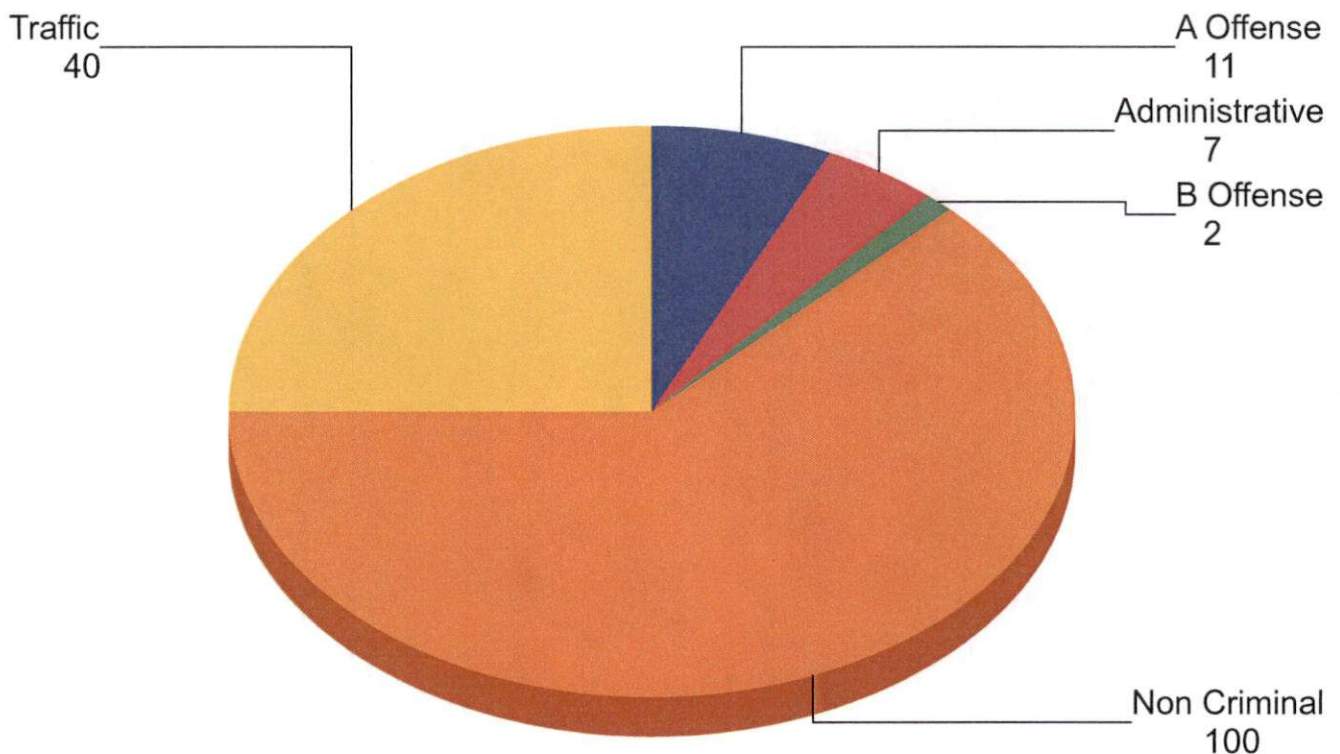
**City of Norwood Young
America**

October - 2018



Carver County Sheriff's Office
Monthly Calls for Service
From: 10/1/2018 To: 10/31/2018

Norwood Young America City



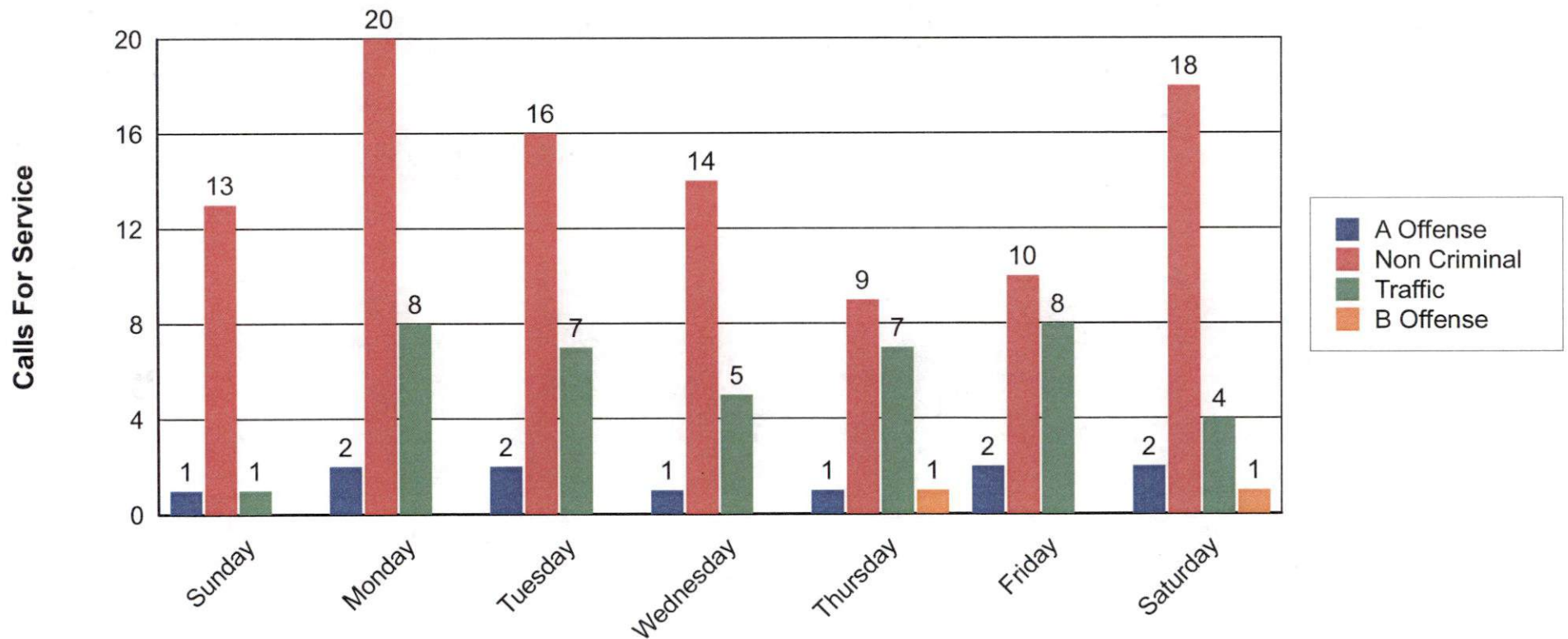
Total A Offense:	11
Total B Offense:	2
Total Non Criminal:	100
Total Traffic:	40
Total Administrative:	7

Total Norwood Young America City: 160



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 10/1/2018 To: 10/31/2018

Norwood Young America City

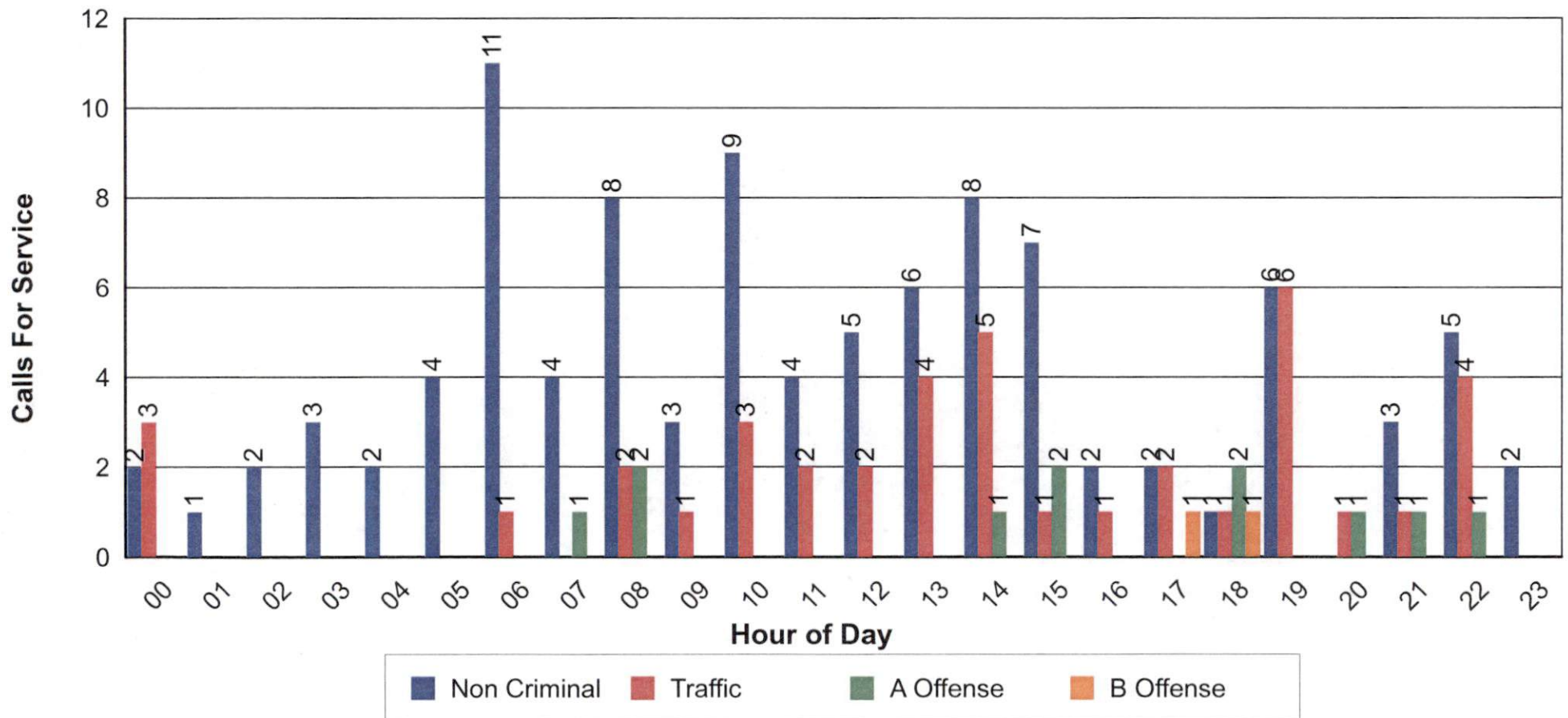


Total Norwood Young America City: 153



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 10/1/2018 To: 10/31/2018

Norwood Young America City



Total Norwood Young America City: 153



Carver County Sheriff's Office
Monthly Calls for Service
From: 10/1/2018 To: 10/31/2018

Norwood Young America City

Patrol

A Offense

Assault	2
Drug Violation	3
Property Damage	1
Sex Crime	1
Theft	2
Fraud	2

Total A Offense:	11
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B Offense

Traffic - alcohol Rel	1
Runaway	1

Total B Offense:	2
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Non Criminal

Misc Non-criminal	30
Unlock Vehicle/bldg	1
Alarm	4
Domestic	3
Missing Person	1
Abuse/Neglect (Info Only)	2
Animal	4
Medical	21
Fire Call	2
Mental Health	13
Civil Process	1
Suspicious Activity	14
Disturbance (Info Only)	4

Total Non Criminal:	100
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Traffic

Traffic - Misc	5
Traffic Stop	26
Pd Accident	3
Driving Complaint	6

Total Traffic:	40
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Total Patrol: 153

Administrative

Administrative

GunPermit-Acquire	1
GunPermit-CarryNew	4
GunPermit-CarryRenew	1
ATF	1

Total Administrative:	7
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**Carver County Sheriff's Office
Monthly Calls for Service
From: 10/1/2018 To: 10/31/2018**

Total Administrative: 7

Total Norwood Young America City: 160



Carver County Sherff's Office

Traffic Citation Summary

From: 10/1/2018 To: 10/31/2018

Norwood Young America City

DAS, DAR, DAC:	1
Speed:	1
Traffic Control Device:	1
Use Electronic Device While Drivng-Adi	1
Vehicle Registration (Plates):	1
Total Norwood Young America City:	5



Carver County Sherff's Office
Arrest Summary
For: Norwood Young America City
From: 10/1/2018 To: 10/31/2018

	Total Charges	Total Arrestees	Total Incidents
Norwood Young America City			
13A - Aggravated Assault	1	0	0
13B - Simple Assault	2	1	1
13C - Intimidation	1	1	1
90D - Driving Under the Influence	2	1	1
90F - Family Offenses, Nonviolent	1	1	1
Totals for Norwood Young America	7	4	4



Carver County Sheriff's Office
Verbal Warnings
From: 10/1/2018 to 10/31/2018

Norwood Young America City

Suspicious Activity:	1
Traffic Stop:	16
Grand Total Verbal Warnings:	17

NIBRS - Activity Codes

Activity Code	Descriptor	
GROUP A		
AC	Animal Cruelty	Abuse or neglect of animal
AR	Arson	Intentionally destroy property by fire
A	Assault	Altercation between parties where physical harm occurred
AA	Aggravated Assault	Assault where substantial injury is caused or weapon used
BB	Bribery	Offering, giving, receive anything of value to sway judgement
B	Burglary	Unlawful entry into a structure to commit a crime
CF	Counterfeiting/Forgery	Alter, copy, imitation, passing a copy as an original
P	Property Damage	All damage to property
D	Drugs	All drug violations, possession of, sale of, manufacture of
EM	Embezzlement	Misappropriation of money, property entrusted to person
EX	Extortion/Blackmail	Unlawful obtain money, property by use or threat of force
U	Fraud	Intentional perversion of truth to obtain money or property
G	Gambling	Unlawful operate, promote or assist in operation of gambling
H	Homicide	Intentional taking of a persons life
HT	Human Trafficking	Induce a person to perform sex act or labor via force, fraud or coercion
K	Kidnapping	Unlawful seizure, transport or detain person against their will
T	Theft/larceny	Taking of property, stealing
V	Motor Vehicle Theft	Theft of a motorized vehicle
PO	Pornography	Manufacture, publish, sell, buy , possess sexually explicit material
PR	Prostitution	Unlawfully engage in or promote sexual activity for anything of value
R	Robbery	Taking of property by use of force
S	Sex Offenses	Forcible sexual assault
SN	Sex Offenses, Nonforcible	Nonforcible sexual intercourse (incest, statutory rape)
SP	Stolen Prop Offenses	Receive, buy, sell possess, conceal, transport known stolen property
W	Weapons	Violation of manufacture, sale purchase, transport use firearm

GROUP B		
BC	Bad Checks	Intentional issuance of check against insufficient or nonexistent funds
CL *	Curfew/Loitering	Curfew violation/ person remain in area w/o visible means of support
DP *	Disorderly Conduct	Behavior tends to disturb public peace/shock public sense of morality
J	Driving Under Influence	Traffic stop or accident involving drive under influence
DR *	Drunkness	Drink alcohol to extent substantial impairs mental and physical function
FO	Family Offense, Non violent	Unviolent acts by family member against another family member
LV	Liquor Law Viol	Illegal consumption, sale, possession of liquor
PT *	Peeping Tom	Secretly look in windows, doorway, keyhole for purpose of voyeurism
RU	Runaway	Juvenile runaway
TR *	Trespassing	Unlawfully enter land, dwelling or other real property
M	All Other Offenses	OFP/Danco violation, Traffic - Hit & run accident
		All other offense not included in other A & B classifications
O *	Ordinances	Laws/rules created by county or cities.
*		Use only when Enforcement used (citation or arrest)

Activity Codes
Non-criminal, Traffic and Administrative

NON CRIMINAL		
Code	Description	
1	Misc. NonCriminal	Gen law enforcement questions: citizen assists, lost and found property civil disputes, juvenile disciplinary issues, etc
2	Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
3	Alarm	Checking on an alarm at a private residence or business
4	Domestic	Verbal argument between parties. Must have relationship. No charges
5	Missing Person	Missing / Lost person (not runaway)
6	Abuse/Neglect - Info only	Abuse or neglect of children or adults
9	Animal	Animal bites, stray animals. All calls involving animals
10	Medical	Assist persons with medical issues, natural cause deaths
11	House/Business Check	Check on residences or business when owners are away from property
12	Assist other Agency	Assist other law enforcement, state patrol, govt depts, EMT or medical
13	Fire Call	Fires and assist to fire departments
15	Mental Health	Suicides, 72 hr holds for mental health issues
16	Civil Process	Service of civil papers. Assist with civil standby situations
17	Transport	Transport persons for various reasons.
19	Warrant Service	Service of warrant for Carver County and other counties.
20	Boat & Water	All incidents involving boats, watercraft and/or lakes
21	Snowmobile	All incidents involving snowmobiles
22	ATV	All incidents involving ATV
30	Suspicious Activity	Suspicious persons, acts or vehicles. Accidental 911 calls
31	Open Door	Located an open door to a business or residence
34	Drug - Info Only	Drug information only
35	Disturbance - Info Only	Noise complaint, disturbing peace
60	Child Custody Dispute	Incidents involving dispute over child custody

TRAFFIC RELATED		
Code	Description	
8	Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control, veh in ditch, assists, all parking issues
38	Traffic - Stops	All traffic stops initiated by officers
50	Auto Accd - Prop Damage	Auto accident in which only property damage occurred
51	Auto Accd - MV vs deer	Auto accident involving a motor vehicle and deer
52	Auto Accd - Injury	Auto accident in which injury and property damage occurred
54	Auto Accd - Fatality	Auto accident in which a fatality occurred
80	Driving Complaint	Complaints of bad driving behavior.

ADMINISTRATIVE

Code	Description	
0	Call Error	Calls for service created in error
18	Warrant Issued	Warrant issued by Carver County Court Administration
23	Explosive/Firearm Dealer	Application for a permit for explosives or firearms dealer license.
24	Gun Permit - Acquire	Application for a permit to purchase a handgun.
25	Gun Permit - Carry (new)	Application for a permit to carry a handgun.
26	Gun Permit - Transfer	Application for the transfer of a reg. gun from one individual to another.
28	Gun Permit - Carry (renewa	Application to renew a permit to carry a handgun.
32	Gun Permit - Carry Late Re	Application to renew a permit to carry a handgun after 90 day expiration
37	Rec Ck - Immigration	Records check for updating immigration status
39	Rec Ck - Gambling Permit	Records check for gambling permit
40	Rec Ck - Citizen Academy	Records check for citizens academy
41	Rec Ck - Adoption	Records check for adoption
42	Rec Ck - Carver Cty Employ	Records check for Carver County employment
43	Rec Ck - SO Employ	Records check for Carver County Sheriff's Office employment
44	Rec Ck - SO Volunteer	Records check for Carver County Sheriff's Office Volunteer
45	Rec Ck - DHS	Records check for Dept of Human Services
46	Rec Ck - Name Change	Records check for Name change purposed
47	Rec Ck - Other Employ	Records check for other employment
48	Rec Ck - Individual	Records check for an individual
49	Rec Ck - Military	Records check for the military
61	License - Day Care	Records check for a day care license
62	License - Foster Care	Records check for a foster care license
63	License - Liquor	Records check for a liquor license
64	License - Massage Parlor	Records check for a massage parlor license
65	License - Fireworks	Records check for fireworks permit
66	License - Peddler	Records check for peddlers license
999	Sealed	Records are sealed by Court Order