



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 Sheriff Deputy Matt Arnst Quarterly Report
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 January 28, 2019 meetings
 - 4.2 Approve payment of claims
 - 4.3 Approve Fire Department Member Resignation
 - 4.4 Approve Street Closing for Church of the Ascension Fish Fry
5. Public Hearings
 - 5.1 Ordinance No. 318, City Council Meeting Starting Time
6. Old Business
 - 6.1 Resolution 2019-04, Conditional Use Permit for 232 Main Street East
7. New Business
 - 7.1 Review 2019 Property & Liability Insurance Renewal
 - 7.2 Approve Lift Station Stationary Generator Purchase Proposal
 - 7.3 Adopt Ordinance No. 317, Class 2 ATV and Golf Cart Permits
 - 7.4 Adopt Ordinance No. 318, City Council Meetings Starting Time
 - 7.5 Joint Meeting with Planning Commission
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: January Building Permit Report.

UPCOMING MEETINGS / EVENTS

- | | |
|-------------|--|
| February 13 | Economic Development Commission – 6:00 p.m. |
| February 19 | Parks and Recreation Commission – 4:45 p.m. |
| February 21 | Senior Advisory Committee – 9:00 a.m. |
| February 25 | Work Session, EDA, City Council – 6:00 p.m. |
| March 5 | Planning Commission – 6:00 p.m. |
| March 11 | Personnel Committee – 5:00 p.m. |
| March 11 | City Council – 6:30 p.m. |
| March 13 | Joint Meeting – City Council, EDC, Planning Commission, Parks & Recreation Commission, and Chamber of Commerce Board – 6:00 p.m. |



WORK SESSION
January 28, 2019 – 6:00 p.m.

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

STAFF: Steve Helget, Kelly Hayes

OTHERS: Cynthia Smith-Strack, Jen Kerber, Wayne Kerber, Randy Clark

1. Call Meeting of City Council Work Session to Order
Meeting called to order by Mayor Diedrick at 6:00pm with all members present.

2. Approve Agenda

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

- 2.1 2019 Tasks/Projects

Mayor Diedrick shared some ideas of projects that could be done. The council discussed the list and other projects to work on. The council recommended to start working on two items:

1. Council asked staff to get additional information from other cities regarding a “clean up day” where residents could drop off things that they no longer want or to possibly have the waste companies pick up items curbside.
 2. Review the City’s Social Media Policy and consider the League of MN Cities’ updated policy.

3. Adjournment

Motion: CH/MM to adjourn at 6:32pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Tina Diedrick, Mayor

Kelly Hayes, City Clerk / Treasurer



ATTENDEES: Tina Diedrick, Mike McPadden, Dick Stolz, Craig Heher, Charlie Storms
STAFF: Steve Helget, Kelly Hayes
OTHERS: Cynthia Smith-Strack, Jen Kerber, Wayne Kerber, Randy Clark

1. Call Meeting of City Council to Order
Mayor Diedrick called to order the City Council meeting at 6:35pm with all members present.
2. Approve Agenda
Addition: Schedule Public Hearing for Small Cities Grant Application on 2/25/19 at 6:00pm.
Motion: MM/DS to approve the agenda with the addition. Vote 5 – 0. Motion carried.
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
4. Consent Agenda
 - 4.1 Approve minutes of January 14, 2019 meeting
 - 4.2 Approve payment of claims
 - 4.3 Approve Senior Advisory Committee Appointment – Sandra Roepke*Motion: CH/CS to approve the consent agenda. Vote 5 – 0. Motion carried.*
5. Public Hearings
 - 5.1 Consider amending City Code pertaining to Class 2 ATV and Golf Cart Permits
Mayor Diedrick opened the Public Hearing regarding ATV/Golf Cart permits. Clerk/Treasurer Hayes presented information that was obtained from other communities that allow for ATV and golf carts to be driven on city streets. There was no public comment.
Motion: CH/MM to close the ATV/Golf Cart public hearing. Vote 5 – 0. Motion carried.
 - 5.2 Ordinance No. 316, Chapter 20, Fee Schedule Amendment
A copy of the current Fee Schedule along with the recommended updates was provided. Clerk/Treasurer Hayes reviewed the recommended updates. There was no public comment.
Motion: CH/MM to close the public hearing. Vote 5 – 0. Motion carried.
6. Old Business - none
7. New Business
 - 7.1 Consider approving Resolution 2019-02, approving Conditional Use Permit for 232 Main Street East
Planning Consultant Cynthia Smith-Strack reviewed the CUP for 232 Main Street East as recommended by the Planning Commission. Wayne Kerber would like to purchase the property and convert the rear portion of the building to be able to work on his and his families vehicles. Councilperson Stolz noted that the CUP states that the property has to be owned by him and it cannot be owned by someone in his family. Mr. Kerber understood it to be that as long as it was personal property and owned by a family member he would be able to have the vehicle there.

Randy Clark, current owner of the property, stated that did not agree that the vehicles had to be owned by the property owner. He then asked the council if they work on their children’s vehicles at their own property.

Mayor Diedrick recommended adding two items onto the resolution:
 1. If there is a disagreement on the usage the matter would come before the Planning Commission and City Council.

2. No public repair on site.

Motion: TD/CS to adopt Resolution 2019-02 with the additions of 15 - If there is a disagreement on the usage the matter would come before the Planning Commission and City Council and 16 – No public repair on site. Vote 5 – 0. Motion carried.

7.2 Consider approving Resolution 2019-03, Certifying certain Conditional and Interim Use Permits Null and Void

During a recent audit of CUP's, the Planning Commission found three properties that were no longer being used as the CUP allowed. The Chapter 12 of the City Code states: "A conditional use permit shall become null and void without further action by the Planning Commission or City Council unless work thereon commences within one year of the date of granting such conditional use." The Planning Commission is recommending to certify the following Conditional and Interim Use Permits Null and Void:

1. 508 Merger Street: Resolution 2017-09 interim use permit for outdoor storage of racking system. The racking system has been removed from the property and the applicant is no longer present at the site.
2. 300 Industrial Boulevard: Resolution 2015-19 authorized outdoor storage of automobile for display/sale (Rogomobiles). The Use has ceased for over one year.
3. 250 Industrial Boulevard: Resolution 2003-19 provided for outdoor storage of garbage trucks and bins. The use has ceased for greater than one year.

Motion: CH/CS to adopt Resolution 2019-03. Vote 5 – 0. Motion carried.

7.3 Consider amending City Code pertaining to Class 2 ATV and Golf Cart Permits

A public hearing was held earlier in the meeting to discuss ATV/Golf Cart Permits. The Council recommends the following:

1. Residents that wish to drive their Class 2 ATV or golf cart on city streets would be required to obtain an annual permit.
2. The permit will be for the vehicle and not the driver.
3. To allow the permitted vehicle to be driven by anyone that has a valid driver's license.

Ms. Hayes asked for the council to table this item until the next council meeting to allow for time to put together an ordinance with the verbiage that the council has discussed.

Motion: DS/CS to table this until the next meeting. Vote 5 – 0. Motion carried.

7.4 Adopt Ordinance No. 316, Chapter 20, Fee Schedule Amendment and approve Summary Publication

Motion: CH/CS to adopt Ordinance No. 316, an ordinance approving the Chapter 20 Fee Schedule Amendment to include annexation for \$250 per acre. Vote 5 – 0. Motion carried.

Motion: CH/DS to approve the publication of Ordinance No. 316. Vote 5 – 0. Motion carried.

7.5 Adopt Data Practices Policy

By statute, MN cities are required to adopt a Data Practices Policy.

Motion: MM/DS to adopt the Data Practices Policy. Vote 5 – 0. Motion carried.

7.6 Schedule Public Hearing to consider amendment to City Code regarding City Council Meeting Start Time

Mayor Diedrick requested that the City Council meeting times be scheduled at 6:30 instead of 6:00 for personal reasons. A public hearing needs to be take place as this is part of the City Code.

Motion: MM/DS to schedule a public hearing for 6:00 p.m., February 11, 2019 for the purpose of considering an amendment to Chapter 2 of the City Code regarding the City Council's regular meeting starting time.

7.7 Schedule Public Hearing for Small Cities Grant Application on 2/25/19 at 6:00pm.

A public hearing is required for the Small Cities Grant Application.

Motion: MM/DS to schedule a public hearing for the Small Cities Grant Application on February 25, 2019 at 6:00pm. Vote 5 – 0. Motion carried.

8. Council Member & Mayor Reports

CS – none

CH – none

MM – Stiftungsfest looking at a few changes including the opening ceremony.

DS – Senior Advisory – officers the same as last year. Carver County Public Health would like to meet with 6 – 12 seniors that live in or near the City to obtain information regarding senior health for their five year plan. Senior Housing facilities are either full with a waiting list or only have a couple of openings. The City bus has a schedule for activities that they will bring people to/from in 2019. The City approved in the budget to subsidize some of the cost for the trips so instead of \$5 per person it will be \$2 per person (until the money runs out).

TD – Attended meetings with townships regarding the fire contracts. Will be attending an upcoming meeting regarding Highway 212. MNDot needs \$5 million to complete the Highway 212 project to make it a four lane from Chaska to Cologne. MNDot is working on the plans to making Hwy 212 from Cologne to Norwood Young America a four lane as well. Met with a resident that is concerned with the plans that the council approved for the intersection of Highway 212 and Tacoma. Chamber held annual event at King Pin where they unveiled their new website.

UPCOMING MEETINGS / EVENTS

February 5 Planning Commission – 6:00 p.m.
February 6 Meeting for businesses in NYA regarding the Hwy 212 project at City Hall – 6:00pm
February 11 Personnel Committee – 5:00 p.m.
February 11 City Council – 6:00 p.m.
February 13 Economic Development Commission – 6:00 p.m.
February 19 Parks and Recreation Commission – 4:45 p.m.
February 21 Senior Advisory Committee – 9:00 a.m.
February 25 Work Session, EDA, City Council – 6:00 p.m.
March 13 Joint Meeting – City Council, EDC, Planning Commission, Chamber of Commerce Board – 6:00 p.m.

9. Adjournment

Motion: MM/CS to adjourn at 8:39pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Tina Diedrick, Mayor

Kelly Hayes, City Clerk / Treasurer



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

To Be Approved: February 11, 2019

Payroll EFT (Check Sequence#505237-505253)	<u>\$17,908.37</u>
Claims Pending Payment (Check Sequence #28970-29008)	<u>\$132,107.74</u>

Grand Total \$150,016.11

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FEBRUARY 2019

Check Amt Invoice Comment

10100 CHECKING

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 028970 2/11/2019 ABDO, EICK, & MEYERS					
E 101-41500-301		Auditing and Acct g Services	\$3,500.00	409207	LONG TERM PLAN
Total ABDO, EICK, & MEYERS			\$3,500.00		
Paid Chk# 028971 2/11/2019 BANYON DATA SYSTEMS INC					
E 101-41400-437		Maintenance Contract	\$775.00		REVTRAK, POS, FIXED ASSETS
Total BANYON DATA SYSTEMS INC			\$775.00		
Paid Chk# 028972 2/11/2019 BOLTON & MENK, INC					
G 807-22100		Escrow Collected	\$143.00	0228952	PRESERVE 5
E 101-41500-303		Engineering Fees	\$1,187.00	0228980	MISC ENGINEERING
Total BOLTON & MENK, INC			\$1,330.00		
Paid Chk# 028973 2/11/2019 CARGILL SALT					
E 101-43100-224		Street Maint Materials	\$3,584.68	2904587968	DEICER
Total CARGILL SALT			\$3,584.68		
Paid Chk# 028974 2/11/2019 CARQUEST AUTO PARTS					
E 101-43100-223		Repair/Maintenance Bldg/Ground	\$20.02	5927-180804	FUSE HOLDER, TAP SCREWS
E 602-49450-223		Repair/Maintenance Bldg/Ground	\$7.77	5927-180981	HOSE END
E 101-43100-210		Operating Supplies	\$16.00	5927-180985	COB BIT
E 101-43100-221		Repair/Maintenance Equipment	\$4.00	5927-181009	FUSE HOLDER
E 101-43100-221		Repair/Maintenance Equipment	\$13.09	5927-181021	HITCH PINS
E 101-43100-221		Repair/Maintenance Equipment	\$155.57	5927-181108	BATTERY, TERM PROTECTOR
E 602-49450-223		Repair/Maintenance Bldg/Ground	\$6.79	5927-181541	COUPLER
E 101-43100-221		Repair/Maintenance Equipment	\$27.98	5927-181830	WIPER BLADE
E 101-43100-221		Repair/Maintenance Equipment	\$9.39	5927-182154	LENS
Total CARQUEST AUTO PARTS			\$260.61		
Paid Chk# 028975 2/11/2019 CARVER COUNTY					
E 421-41960-300		Professional Srvs	\$30.00	2241	AUDIT TAX DISTRICT
E 422-41960-300		Professional Srvs	\$30.00	2241	AUDIT TAX DISTRICT
E 423-41960-300		Professional Srvs	\$30.00	2241	AUDIT TAX DISTRICT
E 424-41960-300		Professional Srvs	\$30.00	2241	AUDIT TAX DISTRICT
E 425-41960-300		Professional Srvs	\$30.00	2241	AUDIT TAX DISTRICT
Total CARVER COUNTY			\$150.00		
Paid Chk# 028976 2/11/2019 CENTER POINT					
E 101-41940-383		Gas Utilities	\$565.46		
E 101-42200-383		Gas Utilities	\$213.59		
E 101-43100-383		Gas Utilities	\$1,538.83		
E 101-45200-383		Gas Utilities	\$576.97		
E 601-49400-383		Gas Utilities	\$396.20		
E 602-49450-383		Gas Utilities	\$1,850.48		
E 101-49860-383		Gas Utilities	\$22.54		
Total CENTER POINT			\$5,164.07		

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			Check Amt	Invoice	Comment
Paid Chk#	028977	2/11/2019	COMMUNITY EDUCATION DIST #108		
E	101-45200-441	Recreation Program	\$5,000.00		
	Total	COMMUNITY EDUCATION DIST #108	\$5,000.00		
Paid Chk#	028978	2/11/2019	EMTS		
E	101-42200-207	Training Instructional	\$675.00	1786	EMT REFRESHER
	Total	EMTS	\$675.00		
Paid Chk#	028979	2/11/2019	GOPHER STATE ONE-CALL, INC.		
E	601-49400-221	Repair/Maintenance Equipment	\$22.95	9010629	LOCATES
E	602-49450-221	Repair/Maintenance Equipment	\$22.95	9010629	LOCATES
	Total	GOPHER STATE ONE-CALL, INC.	\$45.90		
Paid Chk#	028980	2/11/2019	HILGERS PLUMBING & HEATING, IN		
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$702.00	12738	PAVILION FURNACE
	Total	HILGERS PLUMBING & HEATING, IN	\$702.00		
Paid Chk#	028981	2/11/2019	HOME SOLUTIONS		
E	101-43100-210	Operating Supplies	\$62.51		
E	101-41940-223	Repair/Maintenance Bldg/Ground	\$167.49		
E	101-43100-221	Repair/Maintenance Equipment	\$168.11		
E	101-45200-221	Repair/Maintenance Equipment	\$1.60		
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$5.39		
E	602-49450-210	Operating Supplies	\$9.89		
E	601-49400-221	Repair/Maintenance Equipment	\$13.48		
E	602-49450-221	Repair/Maintenance Equipment	\$11.51		
	Total	HOME SOLUTIONS	\$439.98		
Paid Chk#	028982	2/11/2019	HYDRO ENGINEERING INC		
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$35.00	86135	CAMLOCK
	Total	HYDRO ENGINEERING INC	\$35.00		
Paid Chk#	028983	2/11/2019	JAUS, RODNEY		
E	101-43100-417	Uniform	\$59.96		
	Total	JAUS, RODNEY	\$59.96		
Paid Chk#	028984	2/11/2019	KWIK TRIP INC.		
E	101-43100-212	Motor Fuels	\$148.41		
	Total	KWIK TRIP INC.	\$148.41		
Paid Chk#	028985	2/11/2019	LANO EQUIPMENT		
E	101-43100-221	Repair/Maintenance Equipment	\$140.35	26009	BLADE, CLEVIS, BOLT, NUT
E	602-49450-221	Repair/Maintenance Equipment	\$239.35	31375	CUTTING EDGE, BOLT, NUT
	Total	LANO EQUIPMENT	\$379.70		
Paid Chk#	028986	2/11/2019	LEAGUE OF MN CITIES		
E	101-43100-207	Training Instructional	\$225.00	288215	SAFETY TRAINING
E	101-45200-207	Training Instructional	\$225.00	288215	SAFETY TRAINING
E	601-49400-207	Training Instructional	\$225.00	288215	SAFETY TRAINING

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		Check Amt	Invoice	Comment
E 602-49450-207	Training Instructional	\$225.00	288215	SAFETY TRAINING
	Total LEAGUE OF MN CITIES	\$900.00		
<hr/>				
Paid Chk# 028987	2/11/2019	LMC INSURANCE TRUST		
E 101-49800-360	Insurance	\$1,658.00		
E 101-42200-360	Insurance	\$7,857.33		
E 101-43100-360	Insurance	\$15,395.34		
E 601-49400-360	Insurance	\$9,743.16		
E 602-49450-360	Insurance	\$14,555.17		
E 101-41940-360	Insurance	\$20,137.00		
E 101-45200-360	Insurance	\$20,695.00		
E 101-41400-360	Insurance	\$1,887.00		
E 101-45500-360	Insurance	\$300.00		
E 101-42200-360	Insurance	\$2,350.04	4298	CLAIM LMC CA 000000070375
	Total LMC INSURANCE TRUST	\$94,578.04		
<hr/>				
Paid Chk# 028988	2/11/2019	LOFFLER COMPANIES, INC.		
E 101-41400-437	Maintenance Contract	\$89.50	24148584	COPIER RENT
	Total LOFFLER COMPANIES, INC.	\$89.50		
<hr/>				
Paid Chk# 028989	2/11/2019	MARSHALL-BOND PUMPS, INC		
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$857.35	39089.0	DIAPHRAGM, CLAMP, CHECK BALL
	Total MARSHALL-BOND PUMPS, INC	\$857.35		
<hr/>				
Paid Chk# 028990	2/11/2019	MAYER LUMBER CO.		
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$580.70	166689	PAVILION
	Total MAYER LUMBER CO.	\$580.70		
<hr/>				
Paid Chk# 028991	2/11/2019	METRO WEST INSPECTION SERVICES		
E 101-42400-312	Building Inspection Fee	\$2,091.51	1851	PERMITS
E 101-42400-328	Rental Dwelling Inspections	\$866.89	1851	RENTALS
	Total METRO WEST INSPECTION SERVICES	\$2,958.40		
<hr/>				
Paid Chk# 028992	2/11/2019	MID-COUNTY CO-OP OIL ASSN		
E 101-43100-212	Motor Fuels	\$1,160.19	44927	WINTER DIESEL
	Total MID-COUNTY CO-OP OIL ASSN	\$1,160.19		
<hr/>				
Paid Chk# 028993	2/11/2019	MN VALLEY ELECTRIC COOPERATIVE		
E 601-49400-381	Electric Utilities	\$67.87		640 TACOMA BLVD
	Total MN VALLEY ELECTRIC COOPERATIVE	\$67.87		
<hr/>				
Paid Chk# 028994	2/11/2019	NCPERS 855401LIFE INS		
G 101-21705	PERA Life	\$48.00		
	Total NCPERS 855401LIFE INS	\$48.00		
<hr/>				
Paid Chk# 028995	2/11/2019	NORWOOD ELECTRIC INC		
E 601-49400-223	Repair/Maintenance Bldg/Ground	\$610.78	18024	SOUTH WATER TOWER
	Total NORWOOD ELECTRIC INC	\$610.78		

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		Check Amt	Invoice	Comment
Paid Chk# 028996 2/11/2019 NYA TIMES				
E 101-41400-350	Print/Publishing/Postage	\$26.46	665532	PERSONNEL COMM
E 101-41320-350	Print/Publishing/Postage	\$26.46	665533	ATV/GOLF CART
E 101-41400-350	Print/Publishing/Postage	\$26.46	665534	FEE SCHEDULE
E 101-41400-350	Print/Publishing/Postage	\$34.02	667700	COUNCIL START TIME
Total NYA TIMES		\$113.40		
Paid Chk# 028997 2/11/2019 OEM SERVICE CO, LLC				
E 101-43100-221	Repair/Maintenance Equipment	\$597.47	026331	REMOVE BLOWER MOUNT & PLATE
E 101-43100-221	Repair/Maintenance Equipment	\$184.15	026402	MOVE BLOWER HITCH
Total OEM SERVICE CO, LLC		\$781.62		
Paid Chk# 028998 2/11/2019 QUILL CORPORATION				
E 101-41400-200	Office Supplies	\$22.99	4470811	
E 101-42200-200	Office Supplies	\$15.99	4470811	
E 101-41400-200	Office Supplies	\$13.69	4474106	
Total QUILL CORPORATION		\$52.67		
Paid Chk# 028999 2/11/2019 ROCK SOLID REALTY, INC				
E 101-41320-430	Miscellaneous	\$18.00		OVERPAYMENT OF RENTAL DWELLING APP
Total ROCK SOLID REALTY, INC		\$18.00		
Paid Chk# 029000 2/11/2019 ROSENBAUER SOUTH DAKOTA LLC				
E 101-42200-221	Repair/Maintenance Equipment	\$52.59	0000079338	SIDE CONTRAL HANDLE, LABEL SET
Total ROSENBAUER SOUTH DAKOTA LLC		\$52.59		
Paid Chk# 029001 2/11/2019 RUPP, ANDERSON, SQUIRES, PA				
E 101-41500-304	Legal Fees	\$294.10		
Total RUPP, ANDERSON, SQUIRES, PA		\$294.10		
Paid Chk# 029002 2/11/2019 SMITH OIL CO				
E 601-49400-212	Motor Fuels	\$127.12		
E 602-49450-212	Motor Fuels	\$127.13		
E 251-46331-212	Motor Fuels	\$596.04		
E 101-43100-212	Motor Fuels	\$360.34		
E 101-45200-212	Motor Fuels	\$9.93		
Total SMITH OIL CO		\$1,220.56		
Paid Chk# 029003 2/11/2019 SRF CONSULTING GROUP INC				
E 101-41320-310	Other Professional Services	\$322.51	10479.00-17	COMP PLAN
E 522-43100-528	Underpass Expenses	\$43.60	11012.00-13	UNDERPASS
Total SRF CONSULTING GROUP INC		\$366.11		
Paid Chk# 029004 2/11/2019 STRACK CONSULTING LLC				
E 101-41320-305	Other Professional Fees	\$1,520.00	1116	PLANNING CONSULTANT
Total STRACK CONSULTING LLC		\$1,520.00		
Paid Chk# 029005 2/11/2019 TECHSTAR IT SOLUTIONS				
E 101-41400-200	Office Supplies	\$411.00	8540	

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		Check Amt	Invoice	Comment
E 601-49400-200	Office Supplies	\$205.52	8540	
E 602-49450-200	Office Supplies	\$205.53	8540	
E 101-41400-437	Maintenance Contract	\$1,014.00	MSP-8560	FEB BILLING
Total TECHSTAR IT SOLUTIONS		\$1,836.05		
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Paid Chk# 029006	2/11/2019	US POSTAL SERVICE		
E 601-49400-350	Print/Publishing/Postage	\$134.58		
E 602-49450-350	Print/Publishing/Postage	\$134.58		
E 603-49500-350	Print/Publishing/Postage	\$134.60		
Total US POSTAL SERVICE		\$403.76		
<hr/>				
Paid Chk# 029007	2/11/2019	UTILITY CONSULTANTS		
E 602-49450-217	Lab Fees	\$681.65	100657	
Total UTILITY CONSULTANTS		\$681.65		
<hr/>				
Paid Chk# 029008	2/11/2019	VERIZON WIRELESS		
E 101-43100-321	Telephone	\$169.28		
E 101-45200-321	Telephone	\$72.55		
E 601-49400-321	Telephone	\$124.61		
E 602-49450-321	Telephone	\$124.60		
E 101-42200-321	Telephone	\$175.05		FIRE DEPT
Total VERIZON WIRELESS		\$666.09		
10100 CHECKING		\$132,107.74		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$100,269.09
251 HARBOR / HAVEN	\$596.04
421 TAX INCREMENT DISTRICT 3-1 V#1	\$30.00
422 TAX INC DISTRICT 3-2 YAGER	\$30.00
423 TAX INCREMENT DISTRICT 3-3 V#2	\$30.00
424 TAX INCREMENT DISTRICT 3-4 WMI	\$30.00
425 TAX INCREMENT DISTRICT 3-5 V#3	\$30.00
522 Underpass Project	\$43.60
601 WATER FUND	\$11,671.27
602 SEWER FUND	\$19,100.14
603 STORM WATER UTILITY	\$134.60
807 Escrow - Preserve 5	\$143.00
	\$132,107.74



TO: Mayor Diedrick and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: February 11, 2019
RE: Fire Department Resignation - Noble Springer

Noble Springer submitted a letter of resignation from the Norwood Young America Fire Department on January 23, 2019. Noble was hired in December 2018. As his letter states "it is apparent that this is a larger undertaking than I originally thought". Below is the entire letter of resignation.

Suggested Motion:

Motion to accept the resignation of Firefighter Noble Springer as of January 23, 2019.

To whom it my concern,

It is with deep regret that I Noble J. Springer am going to have to resign from the NYAFD. Come to find out with the training that I have had thus far it is apparent that this is a larger undertaking than I originally thought. So I will leave this to the professionals. When I met with the board it was my intent to become an active member of our great community. So if possible I would like to still do that in other ways such as serving on committees planning for events in the upcoming years.

Sincerely,

Noble J. Springer



TO: Mayor Diedrick and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: February 11, 2019

RE: Street Closure Request

The Ascension Knights of Columbus will be holding their annual fish fry on Friday, March 1, 2019. Last year they offered a "Drive-Thru" service and they would like to offer the drive-thru again this year. West Wilson Street would be closed to people going west from 8:00am to 7:00pm. Donald Whitaker has submitted a letter and map for this request.

Suggested Motion:

Motion to accept the temporary street closure on West Wilson Street on March 1, 2019, from 8am – 7pm.





TO: Mayor Diedrick and City Council Members
FROM: Steven Helget, City Administrator
DATE: February 11, 2019
SUBJECT: Resolution 2019-04, Conditional Use Permit for 232 Main Street East

At the City Council's January 28th regular meeting, the Council approved Resolution 2019-02, approving a Conditional Use Permit (CUP) for the property located at 232 Main Street East. Prior to approving Resolution 2019-02 the Council discussed and added two items to the resolution that were included in the final adopted resolution. It has come to my attention that at least some of the Council member's intent with those two additions was to allow the applicant to have his children's and grandchildren's vehicles also stored on site. Resolution 2019-02 only states the person owning the property can store vehicles at 232 Main Street E.

I have spoken to the City Attorney and his recommendation is to change the resolution language to exactly what the City Council's intent is. Enclosed is Resolution 2019-04 which states on page 2, number 1:A that storage is limited to the owner of the property and the property owner's children and grandchildren, and in number 1:B that auto service and repair is limited to vehicles owned by the property owner and the property owner's children and grandchildren.

Proposed Motion:

Motion to approve Resolution 2019-04, a resolution approving a Conditional Use Permit to allow Auto Storage and Personal Auto Repair at 232 Main Street East.

Norwood Young America

RESOLUTION 2019-04

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AUTO STORAGE AND ACCESSORY PERSONAL AUTO REPAIR AT 232 MAIN STREET EAST

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

WHEREAS, a conditional use permit is required under §1230.10, Subd. 4(E) of the City Code which provides for auto sales, display, and storage with or without ancillary minor auto repair and service in the C-3 District; and

WHEREAS, Alvera Clark (the "Property Owners") and Wayne Kerber (the "Applicant") have applied for a conditional use permit to allow indoor storage of personal automobiles and accessory personal automotive repair (the "Use") at the property located at 232 Main Street East; and

WHEREAS, the property is legally described as the East 44.5 Feet of the East Half of Lots 4 and 5, Block 9, Village of Young America, and identified as parcel number 580510500; and

WHEREAS, the City of Norwood Young America Planning Commission on January 8, 2019 held a public hearing regarding the request after the hearing notice was posted, published, and distributed as required under law; and

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

WHEREAS, at a regularly meeting on January 28, 2019, the City Council considered the application materials on file with the City and the recommendation of the Planning Commission.

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

1. The subject property is zoned C-3, Downtown District.
2. The Use, subject to certain conditions listed below, appears to be consistent with the intent of the Zoning Ordinance for properties with the C-3 District.
3. The Use, subject to certain conditions listed below, appears to be consistent with the goals and policies set forth in the City of Norwood Young America Comprehensive Plan for properties in the C-3 District.
4. The use, subject to certain conditions below, does not appear to have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements because the proposed use shall occupy and existing structure which is currently served by a full array of urban services. The proposed use will not overly burden existing utilities in terms of volume used/capacity required or type of waste produced.
5. The use, subject to certain conditions below, does not appear to pose an undue adverse impact on the public health, safety or welfare.
6. The use, subject to certain conditions below, does not appear to be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood. The Council finds adjacent uses are commercial/mixed use in nature and the use as provided for in the City Code appears to blend in with the uses within the general locale.
7. The use, subject to certain conditions below, will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
8. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided. The subject parcel is an existing, improved lot with a full complement of urban services provided.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a conditional use permit authorizing the storage of personal automobiles with ancillary repair of automobiles owned and operated by the fee owner of the property (the "Use") at the property located at 232 Main Street East (the "Property"), subject to the following conditions:

1. The "Use" is defined as personal auto storage at 232 Main Street East. No other use, including providing services or storage to the public shall be allowed under this Conditional Use Permit. The Use is subject to the following standards:
 - A. Storage is limited to new and used self-propelled vehicles, which are the licensed and personal possessions of the individual private person(s) owning the property and the person's children or grandchildren. Said vehicles do not to include vehicles such as or similar to semi-trucks, agricultural equipment, and construction equipment. No retail or wholesale sales, service, or storage is allowed.
 - B. Private service and repair of self-propelled vehicles owned by the property owner and the property owner's children and grandchildren is allowed provided it is clearly secondary and subordinate to the use of the property for storage of personal autos.
 - C. Auto service and repair of personal vehicles shall be conducted indoors.
2. No outdoor storage of any kind, including but not limited to garbage, refuse, materials, equipment or machinery shall be permitted.
3. A commercial storefront appearance shall be retained, including storefront windows of existing size and entry.
4. The property shall not be used for residential purposes, including by the Property Owner.
5. Prior to occupying the structure with the proposed use the Property Owner and/or Applicant shall request a change in occupancy review by the Building Official. Any requirements specified by the Building Official shall be completed prior to occupancy of the structure.
6. All loading/unloading at the site shall occur separate and independent from CSAH 34/Main Street right-of-way unless specifically authorized in writing by Carver County Public Works Department.
7. The use shall at all times meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, and connection to municipal utilities.
8. The Property Owner shall not discharge industrial waste into the sanitary sewer system.
9. This approval is applicable only to the property at 232 Main Street East.
10. This approval shall expire one year after date of approval unless the Applicant has commenced operation of the Use on-site.
11. This permit is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
12. The permit may be subject to annual inspection and audit by the City.
13. The City may revoke the CUP upon violation of the conditional use permit standards in the Zoning Ordinance or violation of the conditions of this resolution, subject to the requirements of Section 1210.06, Subd. 5 "Revocation of Conditional Use Permits" of the Zoning Ordinance.
14. The conditional use permitted under this Resolution shall be revoked if the Use ceases for more than 12 consecutive months.
15. If there is a disagreement on the usage the matter would come before the Planning Commission and City Council.
16. No public repair on site.

Approved by the City Council this 11th day of February 2019.

Tina Diedrick, Mayor

Attest:

Kelly Hayes, City Clerk-Treasurer



TO: Mayor Diedrick and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: February 11, 2019

RE: 2019 Property & Liability Insurance

Jeff Hebeisen, Citizens Insurance Services, will be present to review the 2019 Property and Liability Insurance renewal with the League of MN Cities Insurance Trust (see enclosures).

Suggested Motion:
No action required.



CONNECTING & INNOVATING
SINCE 1913

January 11, 2019

Citizens Insurance Services

Covered Party: City of Norwood Young America

Effective Date: 1/1/2019

RENEWAL PREMIUM SUMMARY

Common Coverages

Coverage		Deductible	Premium
• Property	\$	5,000 / 15,000 / 1,000.	\$59,220.
• Mobile Property	< \$100,000 Blanket	5,000 / 15,000 / 1,000.	4,316.
• Municipal Liability		5,000 / 15,000 / 1,000.	13,676.
• Automobile Liability		5,000 / 15,000 / 1,000.	5,164.
• UM/UIM \$200,000 all owned autos		5,000 / 15,000 / 1,000.	Included.
• Basic Economic Loss Benefits (PIP) all owned autos		5,000 / 15,000 / 1,000.	Included.
• Automobile Physical Damage		5,000 / 15,000 / 1,000.	4,107.
• Crime		5,000 / 15,000 / 1,000.	Included.
• Petrofund		NA.	Included.
• Defense Cost Reimbursement		NA.	Included.

Experience Factor Modifier: 0.964

Aggregate Factor Modifier: 1.021

Expiring Experience Factor Modifier: 0.929

(Applied to Municipal Liability, Auto Liability, and UM/UIM) The modifier is calculated with a formula which compares the city's actual loss history with the amount of losses that would be expected for a city of that size if the city were a perfectly average LMCIT member. If the city's losses and expenses are better than average the city receives a premium credit. If the city's losses and expenses are worse than average, the city receives a premium debit.

Optional Coverages

Coverage		Deductible	Premium
• Bond	\$ 200,000.	1,000.	455.
• Equipment Breakdown		1,000.	5,290.
• Excess Liability Limit:	\$	NA.	Not Covered.
• Liquor Liability Limit:	\$	NA.	Not Covered.
• Fireworks			Not Covered.
• No Fault Sewer Back Up Limit:	\$		Not Covered.
• Airport Liability			Not Covered.
TOTAL:			\$92,228.

DO NOT PAY UNTIL YOU RECEIVE INVOICES

TORT LIMIT: \$500,000/\$1,500,000

LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST

145 UNIVERSITY AVE. WEST PHONE (651) 281-1200 FAX: (651) 281-1298
ST. PAUL, MN 55103-2044 TOLL FREE (800) 925-1122 WEB: WWW.LMC.ORG

**LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
SCHEDULE OF COVERED MOBILE PROPERTY**



Covenant # CMC 1000642-3

CITY: Norwood Young America

1. Coverage applies to *mobile property* if identified as "COVERED".

COVERED/NOT COVERED: **COVERED**

2. Unless scheduled below, the most LMCIT will pay for loss to *mobile property* is the smaller of:

(a) The cost of repairing or replacing parts with equivalent size, kind, and quality;

(b) 200% of the fair market value;

(c) The cost to replace the *mobile property* with a new unit without deduction for depreciation; or

(d) \$100,000

3. With respect only to individual units of *mobile property* scheduled below, the most LMCIT will pay is (a), (b), (c) or the limit specified below.

	Description of <i>Mobile Property</i> (Make, Model and Year) Serial No.	Limit
1	2004 JOHN DEERE 624J LOADER #1020	\$ 152,920
2	2004 VERSA VAC	\$ 129,629
3	MSA SCBA	\$ 118,396

Renewal is subject to signed and dated Waiver Election Form. Please forward at your earliest convenience.

Coverage	Optional Coverage Quotes Deductible	Approximate Premium
CMC Deductible Quote:	\$1,000	\$103,252.
CMC Deductible Quote:	\$2,500/10,000/1,000	\$96,950.
CMC Deductible Quote:	10,000/20,000/1,000	\$87,456.
Excess Liability Quote: Limit: \$1,000,000		\$4,632.

Optional coverage(s) are not bound unless the covered party has requested that coverage be bound and LMCIT has sent a written confirmation. Optional coverage quotes are valid for 30 days after the date of this letter.

Covenant Number:
CMC 1000642-3

**MUNICIPAL PROPERTY, CRIME, BOND, PETROFUND,
and EQUIPMENT BREAKDOWN DECLARATIONS**

Coverage is Provided by:
**THE LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST**
(Herein called LMCIT)



Item 1. CITY: NORWOOD YOUNG AMERICA

Item 2. COVERAGE PERIOD:

From: 01/01/2019 To: 01/01/2020 12:01 AM Standard Time at Mailing Address
on Common Coverage Declarations

Item 3. THE COVERED PARTY IS: CITY

Item 4. COVERAGE:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF
THIS COVENANT, LMCIT AGREES TO PROVIDE THE COVERED PARTY WITH COVERAGES
SHOWN BELOW FOR WHICH A LIMIT IS STATED:

Item 5. COVERAGE PART ONE - PROPERTY

Section I - Property General Limit of Coverage Per Occurrence \$ 38,799,019

This general limit is subject to the sublimits as described in Section VI, Limits of
Coverage and Valuation, and the *specific property limit*.

Terrorism loss occurrence-shared limit \$ 50,000,000

This limit is subject to the provisions of the Terrorism Losses - Special Pool Limit
Endorsement - ME079(11/09)

Section II - Additional Covered Loss or Damages

1. Loss of Revenue, Extra Expenses and Expediting Expense	\$ 5,000,000	Per Occurrence
2. Demolition and Debris Removal (Direct Physical Damage to Covered Property)	25% of the Estimated Replacement Cost of the Covered Property	
(No Direct Physical Damage to Covered Property)	\$ 50,000	Per Occurrence
3. Leasehold Interest	\$ 500,000	Per Location
4. Accounts Receivable	\$ 500,000	Per Location
5. Valuable Papers and Records	\$ 500,000	Per Location
6. Utility Services	\$ 100,000	Per Occurrence
7. Green Building Expenses	1% of the Contract Cost but not to exceed \$100,000.	Per Location
8. Asbestos Clean up, Abatement and Removal	\$ 250,000	Per Location
9. Pollutant Clean up and Removal	\$ 250,000	Per Location
10. Errors	\$ 500,000	Per Occurrence
11. Rental Reimbursement	\$ 250,000	Annual Aggregate
12. Arson Reward	\$ 5,000	Per Fire Loss
13. Extra ordinary Expense	\$ 250,000	Annual Aggregate
14. Data Security Breach Expenses	\$ 250,000	Annual Aggregate
15. Organic Pathogen Cleanup and Removal	\$ 250,000	Annual Aggregate

**GENERAL ANNUAL AGGREGATE DEDUCTIBLE ENDORSEMENT
DOES NOT QUALIFY FOR SEWER BACK-UP INCENTIVE**

General Annual Aggregate Deductible	\$	<u>15,000</u>	
Sewer Back-up Damage Maintenance Deductible	\$	<u>2,500</u>	Per Occurrence/Sewer back-up damage claims
All Other Claims Maintenance Deductible	\$	<u>1,000</u>	Per Occurrence/All other claims

The General Annual Aggregate Deductible is deemed to be satisfied if the city's total obligation for deductibles applying to occurrences under the coverages designated below equals or exceeds the General Annual Aggregate Deductible. If the General Annual Aggregate Deductible has been satisfied:

1. The applicable per-occurrence deductibles shown on the declaration pages shall not apply to any subsequent occurrences; and
2. The Sewer Back-up Damage Maintenance Deductible and All Other Claims Maintenance Deductible listed above shall apply to each subsequent occurrence for the coverages designated below.

- MUNICIPAL PROPERTY COVERAGE
- MUNICIPAL CRIME COVERAGE
- MUNICIPAL BOND COVERAGE
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE A. MUNICIPAL LIABILITY COVERAGE
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE B. MEDICAL AND RELATED EXPENSE
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE C. AUTOMOBILE LIABILITY
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE D. LAND USE AND SPECIAL RISK LITIGATION
- COMPREHENSIVE MUNICIPAL COVERAGE - COVERAGE E. AND F. UNINSURED AND UNDERINSURED MOTORISTS COVERAGE AND BASIC ECONOMIC LOSS BENEFITS COVERAGE
- MUNICIPAL AUTOMOBILE PHYSICAL DAMAGE COVERAGE

3. Definition

For purposes of this endorsement, the following definition applies.

Sewer back-up damage means damage to property, including removal and clean-up costs, resulting from a sewer back-up.

Covenant Number:
CMC 1000642-3

MUNICIPAL LIABILITY DECLARATIONS
Coverage is Provided by:
**THE LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST**
(Herein called LMCIT)



Item 1. CITY: NORWOOD YOUNG AMERICA

Item 2. COVERAGE PERIOD:

From: 01/01/2019 To: 01/01/2020

12:01 AM Standard Time at Mailing Address on
Common Coverage Declarations

Item 3. THE COVERED PARTY IS: CITY

Item 4. COVERAGE PARTS:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS COVENANT, LMCIT AGREES WITH THE COVERED PARTY TO PROVIDE THE COVERAGE AS STATED IN THIS COVENANT, SUBJECT TO THE FOLLOWING LIMITS:

PER OCCURRENCE LIMIT	* \$ 2,000,000	
PRODUCTS LIMIT	\$ 3,000,000	Annual Aggregate
FAILURE TO SUPPLY CLAIM LIMIT	\$ 3,000,000	Annual Aggregate
EMF CLAIM LIMIT	\$ 3,000,000	Annual Aggregate
MEDICAL AND RELATED EXPENSE LIMIT	\$ 2,500/10,000	Any One Person/Occurrence
LIMITED CONTAMINATION LIABILITY CLAIM LIMIT	** \$ 3,000,000	Annual Aggregate
OUTSIDE ORGANIZATION CLAIM LIMIT	** \$ 100,000	Annual Aggregate
SYSTEM SECURITY BREACH CLAIM LIMIT	\$ 3,000,000	Annual Aggregate
LAND USE AND SPECIAL RISK LITIGATION LIMIT	*** \$ 1,000,000	Annual Aggregate

* LMCITs maximum limit of liability for COVERAGES A and C combined.

** LIMIT includes *damages*, loss adjustment expense, defense costs, and *supplementary payments*.

*** LIMIT includes *litigation costs*.

Item 5. MUNICIPAL LIABILITY DEDUCTIBLE: (Subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations)
\$ 5,000 Per Occurrence

Item 6. RETROACTIVE DATES:

MUNICIPAL LIABILITY RETROACTIVE DATE:

01/01/1997

LIMITED CONTAMINATION LIABILITY CLAIM RETROACTIVE DATE:

01/01/1997

Item 7. ENDORSEMENTS ATTACHED TO THIS COVERAGE PART:

CMC(11/18)	MGL-1(11/12)	ME014(11/15)	ME066(11/11)
ME086-D(11/15)	ME091(11/17)		

LIMITED REPLACEMENT COST ENDORSEMENT

This endorsement amends the Municipal Automobile Physical Damage Coverage.

In consideration of the additional premium of \$ INCLUDED it is understood and agreed that with respect to the units scheduled below:

					<u>LIMIT</u>
2000	PETERBILT	PUMPER	8852	\$	450,000
2002	PETERBILT	RESCUE	2179	\$	350,000
2004	STERLING	DUMP TRUCK	2787	\$	105,000
2003	FORD F550	BUCKET TRK	6609	\$	90,000
2007	STERLING	L7500	6703	\$	122,000
1996	QUINT	FIRE TRUCK	5710	\$	350,000
2010	MACK PLOW	TRUCK	1250	\$	151,000
2012	FORD	F550	3969	\$	80,000
2013	FORD	F550	2961	\$	100,000
2012	FORD	CB DRW	0115	\$	150,000

SECTION III-LIMITS OF COVERAGE AND VALUATION, paragraph 1. a. (1) (2) is deleted and the following substituted:

- a. The most we will pay for any scheduled unit stolen or damaged in any one loss is the smaller of:
- (1) The cost of repairing or replacing parts with like kind and quality without deduction for depreciation;
 - (2) The cost of an equivalent new *automobile* without deduction for depreciation;
 - (3) The limit stated in this endorsement as applicable to each *covered automobile*.

However, if the repairs are equal to or greater than 80% of the actual cash value, the most we will pay is the smaller of:

- (1) 200 percent of the actual cash value of the *automobile*;
- (2) The cost of an equivalent new *automobile* without deduction for depreciation;
- (3) The limit stated in this endorsement as applicable to each *covered automobile*.

All other terms and conditions remain unchanged.

Covenant Number:
CMC 1000642-3

MUNICIPAL AUTOMOBILE DECLARATIONS

Coverage is Provided by:
**THE LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST**
(Herein called LMCIT)



Item 1. **CITY:** NORWOOD YOUNG AMERICA

Item 2. **COVERAGE PERIOD:**

From: 01/01/2019

To: 01/01/2020

**12:01 AM Standard Time at Mailing Address
Indicated on Common Coverage Declarations**

Item 3. **THE COVERED PARTY IS:** CITY

Item 4. **COVERAGE:**

IN RETURN FOR THE PAYMENT OF PREMIUM AND SUBJECT TO ALL OF THE TERMS OF THIS COVENANT, *LMCIT* AGREES WITH THE *COVERED PARTY* TO PROVIDE THE COVERAGE AS STATED IN THIS COVENANT, SUBJECT TO THE FOLLOWING LIMITS:

COVERAGE:	LIMIT:
AUTOMOBILE LIABILITY	<u>*\$2,000,000 Per Occurrence</u>
<i>BASIC ECONOMIC LOSS BENEFITS</i>	<u>Basic Minnesota Statutory Cvg.</u>
<i>UNINSURED AND UNDERINSURED MOTORISTS</i>	<u>\$ 200,000 Per Occurrence</u>
AUTOMOBILE PHYSICAL DAMAGE	<u>Actual Cash Value, Unless Endorsed</u>

* *LMCIT's* maximum limit of liability for COVERAGES A and C combined.

Item 5. **DEDUCTIBLE (SUBJECT TO GENERAL ANNUAL AGGREGATE DEDUCTIBLE, IF ANY, SHOWN ON COMMON COVERAGE DECLARATIONS).**

\$ 5,000 per occurrence

Item 6. **FORMS AND ENDORSEMENTS ATTACHED TO THIS COVERAGE PART:**

<u>A0010(11/17)</u>	<u>CMC(11/18)</u>	<u>ME079(11/09)</u>	<u>MA074(11/01)</u>
<u>MA083(11/15)</u>	<u>ME049(11/16)</u>	<u>ME057-A(11/15)</u>	<u>ME063(11/01)</u>
<u>ME066(11/11)</u>			

**LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
PROPERTY/CASUALTY
2018 DIVIDEND CALCULATION
AT MAY 31, 2018**

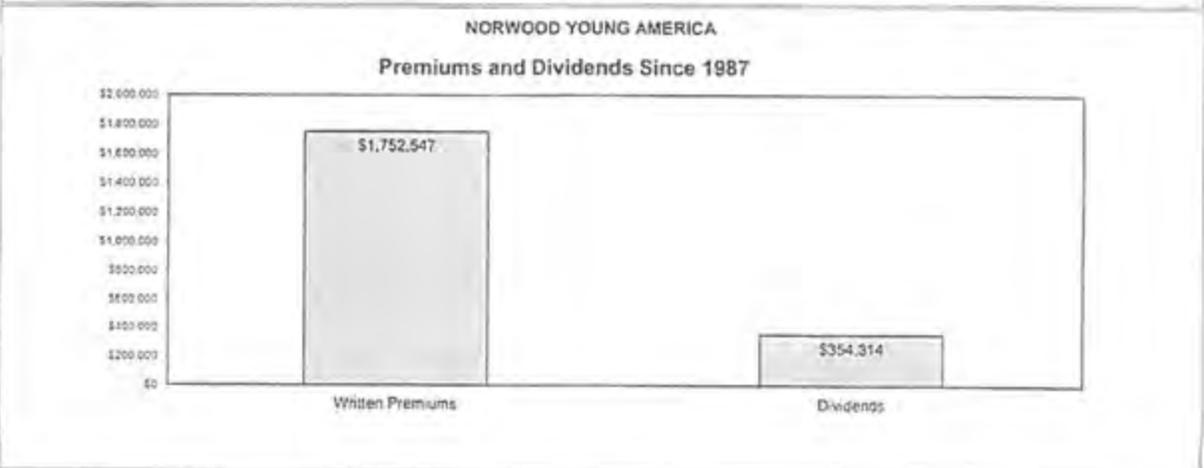
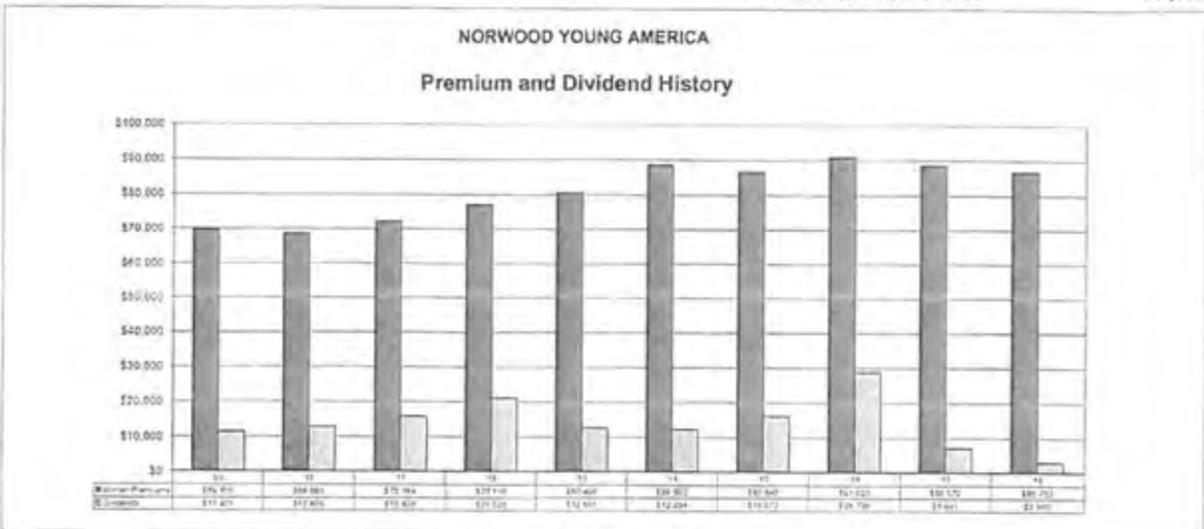
Citizens Insurance

Po Box 98

Norwood Young Amer MN 55368-0098

Norwood Young Americ
310 Elm St. W Po Box 59
Norwood Young Amer, MN 55368-0059

GROSS EARNED PREMIUM \$1,283,762
ADJUSTED LOSSES \$562,623
MEMBERS DIVIDEND PERCENTAGE 0.00109801195
DIVIDEND AMOUNT \$2,965



Information presented herein is for informational purposes only and does not constitute an offer of insurance. Insurance coverage is provided by Citizens Insurance Company of Minnesota, a member of the Citizens Group. Citizens Insurance Company of Minnesota is licensed in Minnesota and other states. For more information, please contact your insurance agent.

Commercial General Liability Coverage Declarations

Customer Number: 1000069159
Policy Number: A171069 02

Policy Period: 07/01/2018 to 07/01/2019
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
City of Norwood Young America
DBA The Harbor at Peace Village
300 Faxon Rd N
Norwood Young America, MN 55368-4549

Agency Name and Address: 22683
ROSS NESBIT AGENCIES INC
5900 ROWLAND ROAD
MINNETONKA, MN 55343
952-746-4300

Insured is a(n) Municipality

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$3,000,000
Products/Completed Operations Aggregate Limit	\$3,000,000
Each Claim Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$300,000
Medical Expense Limit, Any One Person	\$10,000

Retroactive Date

Retroactive Date: 03/05/2007

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal or Advertising Injury" occurring before the Retroactive Date shown above.

See attached Forms Schedule for forms and endorsements applicable to this coverage.

Covenant Number:
OML 1000643-3

Previous Covenant Number:
OML 1000643-2

**AGREEMENT DECLARATIONS
DEFENSE COST
REIMBURSEMENT AGREEMENT**
Coverage is Provided By:
**THE LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST**
(Herein called LMCIT)



Item 1. **COVERED PARTY and MAILING ADDRESS:**
NORWOOD YOUNG AMERICA

310 Elm St. W
PO Box 59
Norwood Young America, MN 55368-0059

Item 2. **COVERAGE PERIOD:**

From: 01/01/2019 To: 01/01/2020 12:01 AM Standard Time at
Mailing Address Indicated Above

Item 3. **RETROACTIVE DATE:** 04/17/1998

Item 4. **THE COVERED PARTY IS:**

City Joint Powers Entity Others (Describe) _____

Item 5. **DEFENSE COST REIMBURSEMENT LIMITS:**

1. Agreement Term Annual Aggregate Per City Official: \$ 50,000
2. Agreement Term Annual Aggregate: \$ 250,000

Item 6. **PREMIUM:** \$ NO CHARGE

Item 7. **FORMS AND ENDORSEMENTS APPLICABLE TO AGREEMENT:**

OMLRA-1(11/14) ME063(11/01)

League of Minnesota Cities Insurance Trust

Group Self-Insured Workers' Compensation Plan

145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

INFORMATION PAGE

RENEWAL

1. The "City"
 Norwood Young America
 310 Elm St. W
 Po Box 59
 Norwood Young America, MN 55368-0059
- Agreement No.: WC 1001221-3
 "City" is: City
 Joint Powers Entity
 Other (describe)
2. The Agreement Period is from 12:01 a.m. 01/01/2019 to 12:01 a.m. 01/01/2020 at the "City's" address.
3. A. Workers' Compensation Coverage: Part One of the Agreement applies to the Workers' Compensation Law of any state of the United States of America and the District of Columbia.
- B. Employers Liability Coverage: Part Two of the Agreement applies to work in each state listed in item 3.A. The limits of our liability under Part Two are: Bodily Injury-Each Occurrence \$1,500,000.
 Bodily Injury by Disease-Agreement Limit \$1,500,000.
- C. Part Three of the Agreement applies to Infectious Disease Diagnostic Testing.
- D. Part Four of the Agreement applies to Peace Officers Posttraumatic Stress Syndrome Benefit.
- E. This Agreement includes these amendments and schedules:
 LM4660(01/19) LM4670(01/16) LM4680(06/15)
-
4. Retro-rating option selected? Yes No
5. Coverage for elected and appointed officials of the entity or entities listed in #1 above? Yes
6. The premium for this Agreement will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Premium Basis Estimated Total Annual Remuneration	Rates Per \$100 of Remuneration	Code No.	Entries in this item, except as specifically provided elsewhere in this Agreement; Do not modify any of the other provisions of the Agreement.	Estimated Annual Premium
--	---------------------------------------	-------------	--	--------------------------------

SEE ATTACHED SCHEDULE FOR DETAILS

Agent:			Manual Premium	37,568
00519	Citizens Insurance		Experience Modification 1.1200	4,508
	Po Box 98		Standard Premium	42,076
	Norwood Young America MN 55368-0098		Deductible Credit 0.0%	0
			Premium Discount	-3,522
			Balance to Minimum Premium	0
			Net Deposit Premium	\$38,554

League of Minnesota Cities Insurance Trust

Group Self-Insured Workers' Compensation Plan

145 University Avenue West

St. Paul, MN 55103-2044

(651) 215-4173

The "City"
Norwood Young America
310 Elm St. W
Po Box 59
Norwood Young America, MN 55368-0059

Agreement No. WC 1001221-3
Agreement Period From: 01/01/2019
To: 01/01/2020

CONTINUATION SCHEDULE FOR INFORMATION PAGE

<u>REMUNERATION</u>	<u>RATE</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>EST PREM</u>
240,170	0.72	8810	CLERICAL OFFICE EMPLOYEES NOC	1,729
0	0.62	9410	MUNICIPAL EMPLOYEES	0
66,661	5.54	9102	PARKS	3,693
56,166	4.61	7580	SEWAGE DISPOSAL PLANT	2,589
164,572	9.14	5506	GENERAL MAINTENANCE	15,042
56,165	3.85	7520	WATERWORKS	2,162
18,200	0.49	9411	ELECTED OR APPOINTED OFFICIALS	89
POP 4,564	209.82	7718	FIREFIGHTERS (VOLUNTEER)NON SMOKING	9,576
26,100	6.82	9015	SWIMMING POOL OR BEACH OPERATIONS	1,780
3,314	5.43	7382	BUS DRIVERS	180
10,678	6.82	9015	BUILDINGS-OPER BY OWNER	728
Manual Premium				37,568

Agent:
00519 Citizens Insurance
Po Box 98
Norwood Young America, MN 55368-0098

League of Minnesota Cities Insurance Trust

Group Self-Insured Accident Plan for Volunteers

145 University Avenue West

St. Paul, MN 55103-2044

(651) 215-4173

INFORMATION PAGE

The "City"
Norwood Young America
Po Box 59
Norwood Young America, MN 55368-0059

Agreement No.: VA 1001220-3
"City" is City
 Joint Powers Entity
 Other (describe)

1. The Agreement is effective from 12:01 a.m. 01/01/2019 to 12:01 a.m. 01/01/2020 at the "City's" address.
2. Coverage A: Accidental Death Benefit: Principal Sum: \$200,000.
3. Coverage B: Permanent Impairment Benefit: Scheduled Benefit – Maximum Amount: \$200,000.
4. Coverage C: Weekly Disability Benefit: \$900.00, Waiting Period: 3 Calendar Days, Maximum Period: 26 Weeks.
5. Coverage D: Medical Benefit: Maximum Amount: \$2,500 (This coverage is provided only if a "Maximum Amount" is entered.)
6. Total Limit of Liability: We will not pay more than \$500,000 per accident. If, but for this provision, we would pay more than this amount, then the benefits we will pay to each covered person will be reduced in the same proportion, so that the total amount we will pay is the maximum amount shown above.
7. The premium for this Agreement will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
8. This Agreement includes these amendments and schedules:

LM5710(01/16) LM5720(01/16)

Population 3,731

Basic Premium _____ \$ 0

Additional Premium for Optional Medical Benefit _____ \$ 0

Total Premium _____ \$ 0

THIS IS NOT A BILL

Agent:
00519 Citizens Insurance
 Po Box 98
 Norwood Young America, MN 55368-0098



TO: Honorable Mayor Diedrick and City Council Members
FROM: Tony Voigt, Public Service Director
DATE: February 11, 2019
RE: Lift Station Stationary Generator Purchase Proposal

At the January 14th regular City Council meeting, the Council approved a motion to sell the City's 135kw portable generator for the sale price of \$30,000. With the sale proceeds I had proposed purchasing and installing stationary generators at the Trilane Lift Station and possibly the Elm Street Lift Station this year. With the sale of the portable generator we will have enough to purchase one location. Proposed is to adjust our capital equipment purchases this year to enable the City to purchase generators for both locations.

I have gathered quotes for purchasing stationary generators and all necessary electrical work, gas line installation, and concrete pads. I received quotes from three vendors and the quotes are as follows. Also see enclosures.

Option 1: Advanced Power Services. Propose a Cummins 30kw Quiet Connect Generator for the total of \$19,925 for each location. They offered the discounted price of \$18,600 for each if we would buy 2 this year. They also offered to include the concrete pads for \$650 per site.

Option 2: Xtreme Electrical Services. Propose a Kohler 30kw generators with level 2 sound encloser. Elm Street location for \$26,950 and the Trilane location for \$28,171.

Option 3: Ziegler Power Systems. Propose a Cat 50kw generator which is the smallest genset they offer for approximately \$28,000 for each generator and \$3,000 extra for the transfer switch. The quote does not include freight, concrete, or installation

Gas line Installation would be provided by CenterPoint Energy for the following costs:

- Trilane: \$1,700
- Elm Street: \$3,600

Proposed Motion:

Motion to purchase stationary generators for the Elm Street Lift Station and Trilane Lift Station from Advanced Power Services for the total installed cost of \$43,800.

Norwood Young America



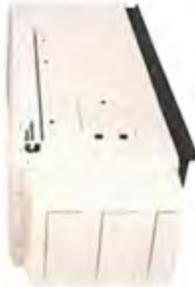
Sales Engineer: Lucas Braun
 lbraun@advps.com

Bill To:

Company Name: City of NYA
 First Name: Tony
 Last Name: Voigt
 Address
 City: NYA
 State: Mn
 Zip:

Ship To:

Company Name: City of NYA
 First Name: Tony
 Last Name: Voigt
 Address
 City: Elm Street & Trillane LS
 State:
 Zip:



Part Number	Model Number/Description	Phase	Price	Price Total
30KW Cummins Quiet Connect Natural Gas Coolant Heater 12V Battery/ 12V 6A Charger Level 2 Sound Enclosure Asco Transfer Switch Start Up and Testing Electrical Installation Included Customer Training Price Per Generator	30KW NG Generator Coolant Heater Battery, Group 34-Cold Start Sound Attenuation Foam 300 Series 100A, 3 Pole, Nema 3R	120/208V 3Phase		\$18,600.00
Sub Total			\$18,600.00	
Project & Equipment Total			\$18,600.00	
ADDITIONS				
Start up Included			0	\$0.00
Freight Included			0	\$0.00
Customer Training Included			0	\$0.00
Tax Not Included			0	\$0.00
TOTAL				\$18,600.00

This quote was prepared by:

**XTREME
ELECTRICAL
SERVICES, INC.**

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

PROPOSAL AND CONTRACT

Date: January 30, 2018

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

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

Submitted to: City of Norwood Young America Attn: Tony Voigt
Address: 310 Elm St W, PO Box 59
City, State and Zip: Norwood Young America, MN 55368
Phone #: 320-761-5008
952-467-1830
Fax #
Email: tvoigt@cityofnya.com

Project Description: New Generator for Lift Station
Property Owner/Buyer Name:
Property Owner/Buyer Address: Near 102 Trilane Drive
Norwood Young America, MN

DESCRIPTION OF CONTRACT WORK

(1) Automatic transfer switch
10' trenching
(1) Set of 100 amp feeders to generator
(1) Nema 3-R sub panel 120/208V 3 phase
(1) Head bolt heater wired
(1) Battery charger wired
(1) Low voltage run of control wiring between generator and transfer switch
(1) Kohler model 30CCL generator 30 KW NFP 110 compliant with Level 2 sound enclosure
and (1) year warranty
Crane service to set generator
Start up and training
Permit

Proposal Total: \$28,171.00

Alternates:

#1: Add 5 year warranty \$1,479.00
#2: Add primary fuel line regulator \$195.00
#3: Add overflow bottle \$195.00

#4: Add work light, rechargeable LED 12VDC \$240.00

Notes:

- * Concrete pad by others
- * Gas line and connection by others
- * Landscaping and sod by others

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

Thanks
Todd Miller

CONTRACT TERMS

Contract Amount We will perform all Contract Work listed above for the sum of (\$28,171.00) Twenty Eight Thousand One Hundred Seventy One Dollars

Terms of Payment: Payment of \$_____ will be due at completion of rough in and payment of \$28,171.00 will be due within 30 days of substantial completion of this Contract Work. Rough in and Substantial completion defined as inspection and approval by city building official of this Contract Work. We do accept payment by credit card. Payment by credit card will be assessed a 4% processing fee.

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

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

CUSTOMER'S OBLIGATIONS

Customer's Ability To Pay The Customer grants Xtreme Electrical Inc and or its Agents, permission and right to contact consumer and commercial credit reporting agencies to obtain any trade reports or bank references necessary to confirm the financial ability to pay for the Contract Work.

CHANGE ORDERS, WARRANTY AND CLAIMS

Change Orders & Contract Extras Any alteration or deviation from the specifications involving extra costs will be executed by written change order and will become an extra charge over and above the proposed Contract amount, with adjustment in the Contract Price and/or Contract time or both.

Warranty and Claims Xtreme Electrical agrees to warranty all labor and material to the extent of all manufacturers warranties, for the services provided and paid by the Customer within 1 year. Bulbs will be warranted within 30 days. The Customer will give written notice of all claims within thirty (30) calendar days of the date of completion of Contract Work. All Customer property claims must be submitted through the Property Owner's insurance. Xtreme Electrical will NOT be liable for any damages or losses caused by delay, fire, strikes, stolen materials, lock out or acts of God or public enemy.

CONTRACTOR'S LIEN NOTICE TO OWNER

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

CONTRACT INTERPRETATION

Law and Effect This Contract will be governed by the laws of the State of Minnesota.

Entire Agreement This Contract is for the benefit of the parties listed below and represents the entire agreement between the parties and unless specifically referenced herein supersedes all prior negotiations, representations or agreements, either written or oral.

Cancellation: The Customer has an unconditional right to cancel the contract, without penalty or obligation, until midnight of the third business day after he/she signs the contract. Cancellation must be done by giving the contractor written notice indicating the owner's intention NOT to be bound. Notice of cancellation shall be deemed given when deposited in a

mailbox, properly addressed and postage prepaid. Upon cancellation, any property traded in, any payment made under this contract, and any negotiable instrument executed by you will be returned within 10 business days following receipt Xtreme Electrical of a cancellation notice. Any securing interest arising out of this transaction will be cancelled.

Xtreme Electrical has the right to accept, reject or cancel this Proposal. This Proposal and Contract is NOT accepted or enforceable until both parties sign this Agreement.

ACCEPTANCE OF PROPOSAL AND CONTRACT TERMS

All terms and conditions are hereby agreed to by the parties listed below. Original signature required on each copy.

Signed Customer: _____ Date _____
Print Name: _____, Title: _____

Xtreme Electrical Inc: _____ Date _____
Print Name: _____, Title: _____

**XTREME
ELECTRICAL
SERVICES, INC.**

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

PROPOSAL AND CONTRACT

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Submitted to: City of Norwood Young America Attn: Tony Voigt
Address: 310 Elm St W, PO Box 59
City, State and Zip: Norwood Young America, MN 55368
Phone # 320-761-5008
952-467-1830
Fax #
Email: tvoigt@cityofnya.com

Project Description: New Generator for Lift Station
Property Owner/Buyer Name:
Property Owner/Buyer Address: Near 840 W Elm Street
Norwood Young America, MN

DESCRIPTION OF CONTRACT WORK

(1) 100 amp Nema 3-R disconnect 120/208V 3 phase
(1) Automatic transfer switch
15' trenching
(1) Set of 100 amp feeders to generator
(1) Head bolt heater wired
(1) Battery charger wired
(1) Low voltage run of control wiring between generator and transfer switch
(1) Kohler model 30CCL generator 30 KW NFP 110 compliant with Level 2 sound enclosure
and (1) year warranty
Crane service to set generator
Start up and training
Permit

Proposal Total: \$26,950.00

Alternates:

#1: Add 5 year warranty \$1,479.00
#2: Add primary fuel line regulator \$195.00
#3: Add overflow bottle \$195.00

#4: Add work light, rechargeable LED 12VDC \$240.00

Notes:

- * Concrete pad by others
- * Gas line and connection by others
- * Landscaping and sod by others

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

Thanks
Todd Miller

CONTRACT TERMS

Contract Amount We will perform all Contract Work listed above for the sum of (\$26,950.00) Twenty Six Thousand Nine Hundred Fifty Dollars

Terms of Payment: Payment of \$_____ will be due at completion of rough in and payment of \$26,950.00 will be due within 30 days of substantial completion of this Contract Work. Rough in and Substantial completion defined as inspection and approval by city building official of this Contract Work. We do accept payment by credit card. Payment by credit card will be assessed a 4% processing fee.

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

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UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

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mailbox, properly addressed and postage prepaid. Upon cancellation, any property traded in, any payment made under this contract, and any negotiable instrument executed by you will be returned within 10 business days following receipt Xtreme Electrical of a cancellation notice. Any securing interest arising out of this transaction will be cancelled.

Xtreme Electrical has the right to accept, reject or cancel this Proposal. This Proposal and Contract is NOT accepted or enforceable until both parties sign this Agreement.

ACCEPTANCE OF PROPOSAL AND CONTRACT TERMS

All terms and conditions are hereby agreed to by the parties listed below. Original signature required on each copy.

Signed Customer: _____ Date _____
Print Name: _____, Title: _____

Xtreme Electrical Inc: _____ Date _____
Print Name: _____, Title: _____

City Admin

From: Doug Eckerman <Doug.Eckerman@zieglercat.com>
Sent: Thursday, January 24, 2019 1:57 PM
To: Tony Voigt
Cc: Kyle From; Logan R. Cameron
Subject: Lift Station Generators
Attachments: DG50 Enclosures.pdf; DG50-2.pdf

Hi Tony,

I received your voice mail regarding backing up your lift stations in Norwood Young America. I've attached a spec sheet of our DG50 (50kW) natural gas generator which is our smallest offering. Budgetary pricing for an outdoor unit is about \$28K. Automatic transfer switch will vary depending on size but normally about \$3K. Installation would be additional for concrete pad/crane/electrical/mechanical contractors. I will be out of the office until February 4th. I'd be happy to stop up and visit upon my return if you'd like. If you need something sooner please call our office at 888-320-4292 and ask for either Logan Cameron or Kyle From.

Thanks,
Doug

Doug Eckerman

Sales Engineer | Ziegler Power Systems
8050 County Road 101 East | Shakopee, MN 55379
952.887.4535 Office
612.240.8816 Cell
888.320.4292 Toll Free
952.233.4622 Fax
www.zieglercat.com/power



[Sign up here for our e-newsletters](#)

DG50-2 Generator Set
Electric Power



Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

Image shown may not reflect actual configuration

Specifications

Generator Set Specifications	
Rating (Natural Gas)	50 ekW (62.5 kVA)
Rating (LP Vapor)	50 ekW (62.5 kVA)
Voltage	480 Volts
Frequency	60 Hz
Speed	1800 rpm

Generator Set Configurations	
Emissions/Fuel Strategy	U.S. EPA Certified for Stationary Emergency Application

Engine Specifications		
Engine Model	5.7L V8, 4-cycle	
Bore	101.6 mm	4.0 in
Displacement	5.7 L	350 in ³
Stroke	88.4 mm	3.48 in
Compression Ratio	9.4:1	
Aspiration	Naturally Aspirated	
Governor Type	Electronic	
Fuel Type	Natural Gas, LP Vapor	
Fuel Pressure Operating Range*	2.7 - 3.5 kPa	11 - 14 in. water

Package Dimensions**		
Length	2117 mm	83.3 in
Width	1000 mm	39.4 in
Height	1360 mm	53.5 in
Weight†	920 kg	2028 lb

*Optional fuel pressure options may be available, please contact your local dealer.

**Note: For reference only – do not use for installation design. Please contact your local dealer for exact weight and dimensions.

†Weight includes: Oversize generator, skid base, circuit breaker, oil, and coolant.

Benefits & Features

Generator

- Matched to the performance and output characteristics of engine
- Industry-leading mechanical and electrical design
- Industry-leading motor starting capabilities
- High efficiency

Cat® EMCP Control Panel

The EMCP 4 controller features the reliability and durability you have come to expect from your Cat equipment. EMCP 4 is a scalable control platform designed to ensure reliable generator set operation, providing extensive information about power output and engine operation. EMCP 4 systems can be further customized to meet your needs through programming and expansion modules.

Design Criteria

- The generator set facilitates compliance with NFPA 110 and meets ISO 8528-5 requirements for transient response
- Cooling system designed to operate in 50°C/122°F ambient temperatures with an air flow restriction of 0.5 in. water

UL 2200/CSA – Optional

- UL 2200 Listed
- CSA Certified

Certain restrictions may apply. Consult with your Cat dealer.

Worldwide Product Support

Cat dealers provide extensive post-sale support including maintenance and repair agreements. Cat dealers have over 1,800 dealer branch stores operating in 200 countries.

Standard Equipment

Air Inlet

- Single element air filter

Cooling

- Radiator and cooling fan complete with protective guards
- Standard ambient temperatures up to 50°C (122°F)

Exhaust

- Exhaust outlet with 3" pipe

Fuel

- Natural Gas or LP Vapor
- Dual lock off valves
- NPT connection

Generator

- Matched to the performance and output characteristics of engine
- IP23 protection
- Integrated Voltage Regulator

Governor

- Electronic governor (non adjustable)

Control Panels

- EMCP 4.2 Series generator set controller

Mounting

- Rubber vibration isolators

Starting/Charging

- 12 volt starting motor
- Batteries with rack and cables

Optional Equipment

Generator

- Excitation: [] Permanent Magnet Excited (PM)
- Oversize and premium generators
- Anti Condensation heater

Starting/Charging

- Battery charger – UL Listed 10 amp
- Jacket water heater
- Battery heater
- Lube oil sump heater

General

- UL 2200 Listed
- CSA Certified
- Enclosures: sound attenuated, weather protective
- Automatic transfer switches (ATS)
- Suitable for Use as Service Equipment (SUSE)

**ELECTRIC POWER – Technical Spec Sheet
STANDARD**



DG50-2

50 ekW/ 62.5 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Application



DG50-2
50 ekW/ 62.5 kVA
60 Hz/ 1800 rpm/ 480V

Image shown may not reflect actual configuration

Package Performance		
Fuel	Natural Gas	LP Vapor
Generator Set Power Rating with Fan @ 0.8 Power Factor	50 ekW	50 ekW
Generator Set Power Rating	62.5 kVA	62.5 kVA

Fuel Consumption with Natural Gas		
100% Load With Fan	20.9 m ³ /hr	739 ft ³ /hr
75% Load With Fan	18.1 m ³ /hr	641 ft ³ /hr
50% Load With Fan	13.8 m ³ /hr	489 ft ³ /hr

Fuel Consumption with LP Vapor		
100% Load With Fan	8.2 m ³ /hr	289 ft ³ /hr
75% Load With Fan	7.0 m ³ /hr	248 ft ³ /hr
50% Load With Fan	5.4 m ³ /hr	192 ft ³ /hr

Cooling System ¹		
Engine Coolant Capacity	7.8 L	2.1 gal
Radiator Coolant Capacity	8.8 L	2.3 gal
Engine Coolant Capacity with Radiator/Exp Tank	16.6 L	4.4 gal
Air Flow Restriction (System)	0.12 kPa	0.48 in. water

Inlet Air		
Combustion Air Inlet Flow Rate	4.9 m ³ /min	173 cfm

**ELECTRIC POWER – Technical Spec Sheet
STANDARD**



DG50-2

50 ekW/ 62.5 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Application

Exhaust System		
Exhaust Stack Gas Temperature	743°C	1369°F
Exhaust Gas Flow Rate	15.8 m ³ /min	553 cfm
Exhaust System Backpressure (maximum allowable)	10.2 kPa	40.9 in. water

Heat Rejection		
Heat Rejection to Coolant (total)	54.9 kW	3120 Btu/min
Heat Rejection to Atmosphere from Generator	5.2 kW	296 Btu/min

Alternator²		
Motor Starting Capability @ 30% Voltage Dip	131 skVA	
Frame	LC1514N	
Temperature Rise	130°C	234°F
Excitation	Self Excited	

Lube System		
Sump Refill with Filter	4.7 L	1.24 gal

Emissions (Nominal)³		
NOx + HC	13.4 g/kW-hr	
CO	519 g/kW-hr	

¹ For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to the existing restriction from the factory.

² Generator temperature rise is based on a 40°C (104°F) ambient per NEMA MG1-32.

³ The nominal emissions data shown is subject to environment, instrumentation, measurement, facility and engine to engine variations.

ELECTRIC POWER – Technical Spec Sheet STANDARD



DG50-2

50 ekW/ 62.5 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Application

DEFINITIONS AND CONDITIONS

Applicable Codes and Standards:

CSA C22.2 No 100-04, UL 489, UL 869, UL 2200, NFPA 37, NFPA 70, NFPA 99, NFPA 110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-22, NEMA MG 1-33.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel Rates are based on heat values of 1015 BTU/SCF for Natural Gas and 2500 BTU/SFC for Propane Vapor @77°F (25°C) and 328 ft (100m) above sea level.

Additional ratings may be available for specific customer requirements, contact your Cat representative for details.

Feature Code: 57LGE01
Generator Arrangement: 467-6050
Date: 02/09/2016
Source Country: U.S.

LEHE0998-01 (08/16)

www.Cat-ElectricPower.com

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All rights reserved.

Materials and specifications are subject to change without notice.
The International System of Units (SI) is used in this publication.

CAT, CATERPILLAR, their respective logos, ADEM, S•O•S, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.



Picture shown may not reflect actual configuration

Weather Protective and Sound Attenuated Enclosures

DG50-2, DG60-2, and DG80-2

Features

Highly Corrosion Resistant Construction

- Stainless steel flush-fitting latches and hinges tested and proven to withstand extreme conditions of corrosion
- Zinc-plated or stainless steel fasteners
- Body constructed from 16-gauge steel components treated with polyester powder coating

Excellent Access

- Overhead door with lift-assist strut on service side
- Lift-off doors on both sides and removable front panel
- Vertically hinged side door for control panel access
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Large cable entry area for installation ease

Transportability

- These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites.
- This range of enclosures are designed on modular principles which will aid on-site repair

Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery-charging alternator fully guarded
- Oil fill, and battery can only be reached via lockable access
- Stub-up area is rodent proof
- Externally-mounted emergency stop button

Options

- Weather protective enclosure
- Sound attenuated level 1 and level 2 enclosures – weather protective with critical silencer
- Caterpillar Yellow or white paint

Enclosure Sound Pressure Levels (SPL) at 100%

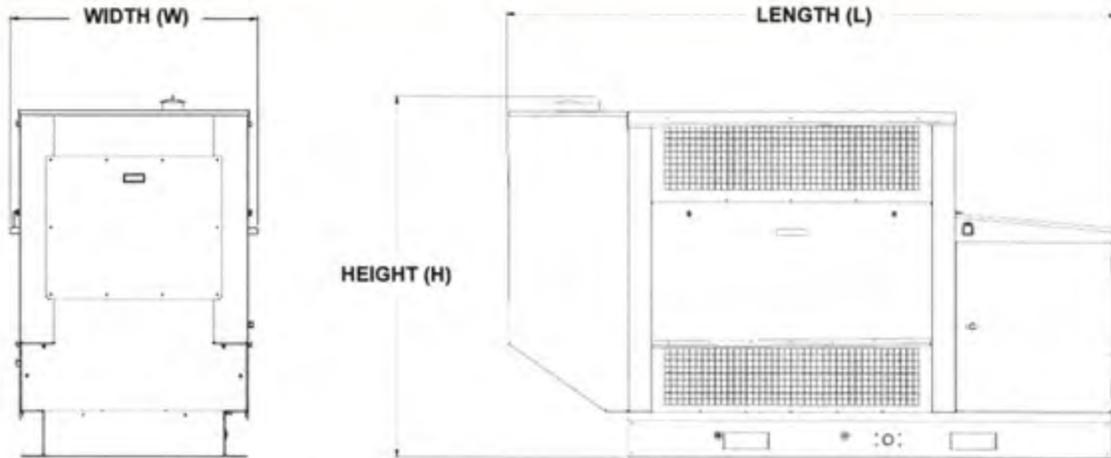
Sound Attenuated Enclosure		Cooling Air Flow Rate		SPL @ 7 m (23 ft)	
Model	Standby ekW	m ³ /s	cfm	L1 dBA	L2 dBA
DG50-2	50	2.8	5933	75	70
DG60-2	60	2.8	5933	75	70
DG80-2	80	3.5	7416	75	Not Offered

Weather Protective Enclosure		Cooling Air Flow Rate		SPL @ 7 m (23 ft)	
Model	Standby ekW	m ³ /s	cfm	dBA	
DG50-2	50	TBD	TBD	TBD	
DG60-2	60				
DG80-2	80				

Component Weights to Calculate Package Weight

Model	Standby ekW	Weather Protective Enclosure		Sound Attenuated Enclosure	
		kg	lb	kg	lb
DG50-2	50	TBD	TBD	201	443
DG60-2	60			201	443
DG80-2	80			213	470

Enclosure Dimensions



Model	Generator Set Rating ekW	Enclosure	Width "W"		Length "L"		Height "H"	
			mm	in	mm	in	mm	in
DG50-2	50	Sound Attenuated	1080	42.5	2662	104.8	1590	62.6
DG60-2	60							
DG50-2	50	Weather Protective	1080	42.5	2662	104.8	1577	62.1
DG60-2	60							
DG80-2	80	Sound Attenuated/ Weather Protective	1080	42.5	2662	104.8	1577	62.1

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TO: Mayor Diedrick and City Council Members
FROM: Steven Helget, City Administrator
DATE: February 11, 2019
SUBJECT: Adopt Ordinance No. 317, Class 2 ATV and Golf Cart Permits

The City Council at its January 28th regular meeting held a public hearing to consider changes to Chapter 7 of the City Code regarding Class 2 ATV and golf cart permitting. The Council consented to the following:

1. To change the permitting from requiring a permit for each person who operates the ATV or golf cart to permitting specifically the vehicle.
2. To change the permit term from 3 years to annually.
3. To eliminate the age requirement for operating an ATV, snow mobile, or golf cart on city streets to just requiring the operator to have a valid driver's license.

Enclosed is Ordinance No. 317 which reflects the amendments outlined above. The specific amendments are highlighted.

The Council consented at the January 28th meeting that current permit holders would not be required to renew their permit for their vehicle(s) until the current permit expires.

Proposed Motion:

Motion to adopt Ordinance No. 317, an ordinance amending Sections 740 and 750 of the City Code pertaining to Class 2 All-Terrain vehicles and Golf Carts.

Norwood Young America

CITY OF NORWOOD YOUNG AMERICA
ORDINANCE NO. 317

AN ORDINANCE AMENDING SECTIONS 740 AND 750 OF THE CITY CODE PERTAINING TO
CLASS 2 ALL-TERRAIN VEHICLES AND GOLF CARTS

THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA HEREBY
ORDAINS THAT SECTIONS 740 AND 750 OF THE NORWOOD YOUNG AMERICA CITY CODE
ARE HEREBY AMENDED AS FOLLOWS:

Section 740 – Snowmobiles and All-Terrain Vehicles

740.01 Intent. It shall be the intent of this section to regulate the use and operation of certain vehicles, commonly called Snowmobiles, and All-Terrain Vehicles or ATV's to include Class 1 ATV's and Class 2 ATV's as defined in section 740.04.

740.02 State Snowmobile and All-Terrain Vehicle Laws and Statutes Adopted.

Laws of the State of Minnesota, Chapter 84.81 through 84.88 and Chapters 168 through 171, Minnesota Statutes as amended, insofar as applicable to the operation of snowmobiles shall be hereby adopted by reference and shall be as effective as if recited here in full.

740.03 Compatibility with other Regulations. Where the conditions of this section are comparable with conditions imposed by any other law, ordinance, statute, resolution, or regulation, the regulations, which are more restrictive, shall apply.

740.04 Definitions. For purposes of this Section terms defined in this Section shall have the meaning ascribed to them.

All-terrain vehicles (ATVs). A motorized vehicle with: not less than three, but not more than six low pressure or non-pneumatic tires; a total dry weight of 2,000 pounds or less; and a total width from outside of tire rim to outside of tire rim that is 65 inches or less. All-terrain vehicle includes a class 1 all-terrain vehicle and class 2 all-terrain vehicle. All-terrain vehicle does not include a golf cart, mini-truck, dune buggy, or go-cart or a vehicle designed and used specifically for lawn maintenance, agriculture, logging, or mining purposes.
(Amended by Ord 305; 7-9-18)

All-terrain vehicle, Class 1: An all-terrain vehicle that has a total width from outside of tire rim to outside of tire rim that is 50 inches or less. *(Amended by Ord 305; 7-9-18)*

All-terrain vehicle, Class 2: An all-terrain vehicle that has a total width from outside of tire rim to outside of tire rim that is greater than 50 inches but not more than 65 inches. *(Amended by Ord 305; 7-9-18)*

Body of Water. Body of Water shall mean all water wholly within the city limits of Norwood Young America and all portions of boundary waters within the city limits of Norwood Young America contained within any wilderness areas designated hereunder and which the public have a right to use for navigation, fishing, hunting or any other beneficial public use.

Commissioner. Commissioner shall mean the commissioner of natural resources.

Deadman Throttle or Safety Throttle. Deadman Throttle or Safety Throttle shall mean a device which when pressure is removed from the engine accelerator or throttle, causes the motor to be disengaged from the driving mechanism.

Operate. Operate shall mean to ride in or on and control the operation of a snowmobile or all-terrain vehicle.

Operator. Operator shall mean every person who operates or shall be in actual physical control of a snowmobile or all-terrain vehicle.

Owner. Owner shall mean a person, other than a lien holder having the property in title to a snowmobile or All-Terrain Vehicle, or entitled to the use or possession thereof.

Person. Person shall mean and include an individual, partnership, corporation, the State and its agencies and subdivision, and any body of persons, whether incorporated or not.

Right-of-Way. Right-of-Way shall mean the entire strip of land traversed by a highway or street in which the public owns the fee or an easement for roadway purposes.

Roadway. Roadway shall mean that portion of a highway or street improved, designed or ordinarily used for vehicular travel.

Snowmobile(s). Snowmobile(s) shall mean a self-propelled vehicle designed for travel on ice or snow, steered by skis or runners.

Street. Street shall mean a public thoroughfare, roadway, or alley used for motor vehicular traffic which is not an interstate, trunk, county state aid or county highway.

Treads. Treads shall mean any metal device, or array of metal devices attached to a snowmobile track to enhance traction. This includes metal components that extend more than one-fourth of an inch from the bottom of the track.

740.05 Intersections. No snowmobile or ATV shall enter any uncontrolled intersection without making a complete stop. The operator shall then yield the right-of-way to any vehicles or pedestrians which constitute an immediate hazard.

740.06 Traffic Ordinances. City traffic ordinances shall apply to the operation of snowmobiles and ATV's upon streets and roadways, except for those relating to required equipment, and except those which by their nature have no application.

740.07 Operation Generally.

Subd. 1 Except as otherwise specifically permitted and authorized, it shall be unlawful and punishable for any person to operate a snowmobile or ATV within the city limits of Norwood Young America in violation of the following restrictions:

- A. On any private property within the City unless the private property shall be a designated snowmobile trail or operator shall have express consent of property owner;
- B. In any planting or tree nursery in a manner which damages or destroys growing stock;
- C. Through any wildlife sanctuary, either public or private;
- D. In any cemetery;
- E. At any place while under the influence of intoxicating liquor or narcotics or habit forming drugs;
- F. On any public street or roadway while in possession of an open container containing any amount of an alcoholic beverage, intoxicating liquor, narcotics, or habit forming drugs;
- G. At a rate of speed greater than reasonable or proper (not to exceed 10 mph at any given time) under all the surrounding circumstances;
- H. At any place in a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage thereto;

- I. In a manner so as to create a loud, unnecessary or unusual noise which disturbs, annoys or interferes with the peace and quiet of other persons;
- J. So as to tow any person or thing except through use of a rigid tow bar attached to the rear of the snowmobile or ATV;
- K. While the snowmobile or ATV is equipped with treads;
- L. On a public sidewalk or walkway provided or used for pedestrian travel or on boulevards within any public right-of-way;
- M. On any public or private school grounds except as permission shall be expressly obtained from responsible school authorities;
- N. On any other publicly owned lands which shall include but shall not be limited to park property, playgrounds, recreation areas and golf courses, or any frozen bodies of water within the City of Norwood Young America, except authorized areas previously listed for such use by the proper authority. Authorized areas in the City owned by the City shall be designated by Council resolution.

Subd. 2 Exceptions.

- A. Snowmobiles may be operated on public streets used to provide the most direct access to any snowmobile trail adopted by resolution of the Council.
- B. ATV's may only be operated on public streets or roads used to provide the most direct access to any state owned ATV trail adjacent to the City of Norwood Young America, except for the purposes of snow removal on the owners property, or City owned and operated ATV's for official City business.
- C. Class 2 ATV and golf carts as provided for under Section 750 of the City Code. *(Amended by Ord 305; 7-9-18)*

Subd. 3 It is unlawful for the owner of a snowmobile or an ATV to permit the snowmobile or ATV to be operated contrary to the provisions of this section.

740.08 Required Equipment. It shall be unlawful to operate any snowmobile or ATV within the City unless the snowmobile or ATV is equipped with:

- A. Brakes adequate to control the movement of and to stop and hold the snowmobile or ATV under any condition or operation;
- B. A safety or so-called "deadman" throttle in operating condition;
- C. When operated between the hours of one-half hour after sunset to one-half hour before sunrise or at times of reduced visibility, at least one clear lamp attached to the front, with sufficient intensity to reveal persons and vehicles at a distance of at least 100 feet ahead during the hours of darkness under normal atmospheric conditions. The head lamp shall be so aimed that glaring rays shall not be projected into the eyes of an oncoming snowmobile or ATV operator. It shall also be equipped with at least one red tail lamp having a minimum candlepower of sufficient intensity to exhibit a red light plainly visible from a distance of 500 feet to the rear during hours of darkness under normal atmospheric conditions;
- D. Standard mufflers which are properly attached and which reduce the noise of operation of the motor to the minimum necessary for operation. No person shall use a muffler cutout, bypass, straight pipe, or similar device on a snowmobile or ATV motor.

740.09 Hours of Operation. It shall be unlawful to operate a snowmobile or ATV within the City of Norwood Young America from 10:00 p.m. to 7:00 a.m. for any purpose other than going to or returning from an evening ride by way of the most direct route, to the owner's residence or location where the snowmobile or ATV is generally stored and while complying with applicable laws.

740.10 Minimum Age of Conditions of Operator.

- A. No person under the age of fifteen (15) years of age shall operate a snowmobile or ATV on any public land in the city. A person sixteen (16) years of age or older, but less than eighteen (18) years of age, with a valid driver's license may operate a snowmobile or ATV on the streets and highways as permitted under this chapter and make a direct crossing of streets and highways only if he or she has in his or her possession a

valid snowmobile or ATV safety certificate issued by the Commissioner, and then only for the purposes of travel between his or her home, or the home location of the snowmobile or ATV, and a point outside the city. This travel must be accomplished by the shortest distance, taking the most direct route while complying with applicable laws. *(Amended by Ord 305; 7-9-18)*

- B. It shall be unlawful for the owner of a snowmobile or ATV to permit the snowmobile or ATV to be operated contrary to the age and driver's license provisions of this Subsection.

740.11 Penalties. Any persons violating any provision of this Section shall be guilty of a misdemeanor and shall be punished by a fine not to exceed seven hundred (\$700.00) dollars, or by imprisonment in the county jail for a period not to exceed 90 days or both; but if a minimum fine or imprisonment is prescribed by the State Highway Traffic Act for an offense, the penalty shall apply to a person convicted of the same offense under this Section. *(Amended by Ord. 192, 6/11/07)*

Section 750 – Golf Carts and Class 2 All-Terrain Vehicles (ATV)

750.01 Intent. It shall be the intent of this section to regulate the use and operation of golf carts and Class 2 ATV within the city.

750.02 Adoption by Reference of MN Statute. Except as herein specifically addressed or modified, the provision of MN Statute Section 169.045, as amended, are herewith incorporated by reference.

750.03 Compatibility with other Regulations. Where the conditions of this section are comparable with conditions imposed by any other law, ordinance, statute, resolution, or regulation, the most restrictive shall apply.

750.04 Definitions. For purposed of this Section, terms defined in this Section shall have the meaning ascribed to them below:

Golf Cart. A small motorized vehicle, with electric or gas power, designed to carry two golfers and their golf clubs around a golf course between shots.

All-terrain vehicles (ATVs). A motorized vehicle with: not less than three, but not more than six low pressure or non-pneumatic tires; a total dry weight of 2,000 pounds or less; and a total width from outside of tire rim to outside of tire rim that is 65 inches or less. All-terrain vehicle includes a class 1 all-terrain vehicle and class 2 all-terrain vehicle. All-terrain vehicle does not include a golf cart, mini-truck, dune buggy, or go-cart or a vehicle designed and used specifically for lawn maintenance, agriculture, logging, or mining purposes.

All-terrain vehicle, Class 1: An all-terrain vehicle that has a total width from outside of tire rim to outside of tire rim that is 50 inches or less.

All-terrain vehicle, Class 2: An all-terrain vehicle that has a total width from outside of tire rim to outside of tire rim that is greater than 50 inches but not more than 65 inches.

750.05 Authorization to Use Golf Carts and Class 2 ATV on Designated Roadways. All City streets, alleys, and County roads within the City, as permitted by Carver County, shall be designated golf cart and Class 2 ATV routes. No United States or State of MN road shall be a designated roadway for golf carts or Class 2 ATV, except as allowed under MN. Statute. The operator of a golf cart or Class 2 ATV, under permit, may cross any street or highway intersecting a designated roadway.

750.06 Permit Required. ~~Every person who operates a golf cart or Class 2 ATV shall first obtain a permit from the City.~~ No golf cart or Class 2 ATV may be operated in the city without a permit from the City.

Subd. 1 Information Required. The permit application shall include the following information:

- A. Name of Owner/Operator;
- B. Address of Owner/Operator;
- C. Date of Birth of Operator;
- D. Copy of current driver's license or written explanation for not having a current license. The City may require a certificate signed by a physician that the applicant is able to safely operate a motorized golf cart or Class 2 ATV on designated roadways if the applicant does not have a current driver's license;
- E. Telephone Number;
- F. Golf Cart or Class 2 ATV Make, Model, Year and Serial Number;
- G. Proof of Insurance

Subd. 2 Fee. A fee shall be established by Ordinance of the City Council.

Subd. 3 Renewals. Permits shall be renewed ~~triennially~~ annually. All permits shall expire on the ~~1st day of April~~ December 31 of each year, ~~not more than three years following their issuance.~~

Subd. 4 City Officials. Authorized city staff may operate city owned motorized golf carts or ATV without obtaining a permit within the city on city streets, sidewalks, trails, rights-of-way, and public property when conducting city business.

750.07 Insurance. Owners and operators of golf carts and Class 2 ATV shall carry liability insurance coverage pursuant to MN Statute 65B.48, Subdivision 5.

750.08 Conditions of Operation. Operation of golf carts or Class 2 ATV on permitted streets within the City shall be subject to the following conditions:

- A. Golf carts are allowed to operate from sunrise to sunset between April 1 to November 1, except during periods of inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons or vehicles on the roadway at a distance of 500 feet.
- B. Class 2 ATV may be operated on permitted streets provided they are equipped with original equipment headlights, taillights, and rear-facing brake lights.
- C. Golf carts shall display a slow-moving emblem and a rear-view mirror installed on the golf cart
- D. Golf carts and Class 2 ATV must have proper insurance that complies with insurance for a motorcycle pursuant to Section 750.07 above and M.S. § 169.045, as amended
- E. The operator shall have a valid permit, pursuant to Section 750.06 above, be at least 18 years of age and not had their driver's license revoked as a result of criminal proceedings and have a valid driver's license.
- F. The operator shall be subject to all traffic ordinances, laws and statutes
- G. The number of occupants shall not exceed the design occupant load
- H. No operation shall be permitted on private property, without the consent of the owner, or on any city sidewalk, trail or park.
- I. No operation shall be permitted at any time with an alcohol level of 0.08 percent or higher, or under the influence of a controlled substance.

750.09 Revocation or Denial of Permit. A permit may be revoked at any time or denied if it is shown that the permittee cannot safely operate the golf cart or Class 2 ATV, cannot provide all of the information required for a permit pursuant to Section 750.06 above, had their driver's license revoked as a result of criminal proceedings, or for violation of any of the Conditions of Operation, as stated in Section 750.08 above.

750.10 Penalty for Operation without a Permit. Any person operating a golf cart or Class 2 ATV on a local public roadway without a permit may be issued a citation by a law enforcement official and is subject to any and all associated penalties.

750.11 Penalty. Any person who violates any provision of this Section is guilty of a misdemeanor.
(Amended by Ord 317; 2-11-19)

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

Adopted by the City Council on this 11th day of February, 2019.

Tina Diedrick, Mayor

Attest:

Kelly Hayes, City Clerk/Treasurer

(S E A L)