



CITY COUNCIL AGENDA
November 08, 2021 – 6:00 p.m.
City Council Meeting
City Council Chambers
310 Elm Street W.
Norwood Young America, MN 55368

CITY COUNCIL

1. Call Meeting of City Council to Order
 - 1.1 Pledge of Allegiance
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
4. Consent Agenda
(NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
 - 4.1 Approve minutes of October 25, 2021 meetings
 - 4.2 Approve minutes of November 1, 2021 meeting
 - 4.3 Approve payment of Claims
5. Public Hearing
 - 5.1 Presentation for the 2nd Avenue Assessment Hearing
 - 5.2 Presentation for the Oak Lane Assessment Hearing
6. Old Business
 - 6.1 Update on Public/Water Access
7. New Business
 - 7.1 Approve Resolution 2021-32 Certifying 2nd Avenue Project Assessment Roll to the County
 - 7.2 Approve Resolution 2021-33 Certifying Oak Lane Project Assessment Roll to the County
 - 7.3 Approve the award for the CIPP lining for the 2021 2nd Avenue Life Station
 - 7.4 Approve the 2022 Prosecution Contract with Carver County
 - 7.5 Approve naming 4Paws Animal Control as the City's impound site for stray animals
 - 7.6 Approve Contract with Andrea Aukrust for City Administrator
 - 7.7 Approve Resolutions Regarding Small Cities Development Program Grant Opportunities
 - 7.6a Approve Resolution 2021-30 authorizing application submittal for the Small Cities Streetscape Grant
 - 7.6b Approve Resolution 2021-31 Identifying "Slum and Blight" conditions in a Targeted Area
 - 7.8 Approve the purchase of "Notify Me" Software

****Closed Session pursuant to MN Statute Section 13D.03 to Discuss Labor Negotiations Strategy****

7.8 Labor Negotiations Strategy

Open Session

8. Council Member & Mayor and Staff Reports
9. Adjournment

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

UPCOMING MEETINGS / EVENTS

November 10 Economic Development Commission – 6:00 p.m.
November 22 Finance Committee 5:00 p.m.
November 16 Parks and Recreation Commission – 4:45 p.m.
November 18 Senior Advisory Committee – 9:00 a.m.
November 22 Work Session, EDA, City Council – 6:00 p.m.
December 07 Planning Commission – 6:00 p.m.
December 13 City Council – 6:00 p.m.
December 13 Personnel Committee - 5:00 p.m.



CITY COUNCIL MINUTES

October 25, 2021– 6:00 PM

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

Attendance:

ATTENDEES: Carol Lagergren, Craig Heher, Alan Krueger, Charlie Storms

STAFF: Angela Brumbaugh – City Clerk/Treasurer, Karen Hallquist – Economic Development/Marketing Director

OTHERS: Josh Eckstein (Bolten and Menk), Larry Panning (VFW and American Legion), Sheriff Kammerud and Commander Wollin (Carver County Sheriff's Department), Matt Druley

1. Call City Council to Order:

Mayor Lagergren called the City Council meeting to order at 6:02 PM. Four members present.

2. Approve Agenda

Lagergren asked to add 7.11 Approve Purchase of Red Rock by Public Works Department

Motion: CS/CH to approve the agenda as amended. Motion passed 4-0.

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

Presentation by Commander Wollin and Sheriff Kammerud that addressed the following: updated statistics from 2021; work plan for 2022; scheduling changes to 12 hour shifts; 2023 police contract rates; and the increased need for additional deputies at this time.

4. Consent Agenda

4.1. Approve minutes of October 11, 2021 meeting

4.2. Approve minutes of October 21, 2021 special meeting

4.3 Approve payment of claims

Motion CS/AK to approve the consent agenda as submitted. Motion passed 4-0.

5. Public Hearing

Brumbaugh shared the information on the delinquent utility and unpaid fees totaling \$63,628.12.

Citizens have until November 26th to pay the fees. At that time the fees will be certified to their tax statements.

6. Old Business – none

7. New Business

7.0. Approve Resolution 2021-29, Certifying Unpaid Fees to 2022 Property Tax Statements

Motion: CH/AK to approve Resolution 2021-29, a resolution certifying unpaid fees for the City of Norwood Young America to be certified to the Carver County for collection with 2022 property taxes. Motion passed 4-0.

7.1. Approve Police Contract with Carver County

Lagergren shared information comparing Police Contract from 2021 to 2022. Total cost for 2022 is \$192,473. Additional language changes were negligible.

Motion: CS/AK to approve the 2022 Police Contract with the Carver County Sheriff's Department at a cost of \$192,473. Motion passed 4-0.

7.2 Approve contract for City Administrator

Lagergren shared the contract negotiated with Jennifer Nash by DDA Consultants based on parameters shared by the Council. Nash is requesting an extension to Tuesday to make her final decision

Motion: CS/AK to approve the contract with Jennifer Nash as City Administrator for the City of Norwood Young America effective December 6, 2021. Motion passed 4-0.

7.3. Approve Resolution 2021-30 – Feasibility Report for 2nd Avenue Phase Two

Eckstein shared information from the Feasibility Reports to include a total project cost of \$3,246,981.25. The breakdown is:

- Street Reconstruction cost - \$1,911,476.01
- Storm Sewer Cost - \$267,278.12
- Sanitary Sewer Cost - \$369,393.68
- Watermain Cost - \$698,803.44

Total assessments to property owners will be approximately \$780,000.

Motion: CH/CS to approve Resolution 2021-30, A Resolution Receiving Feasibility Report and Call Hearing on Improvement for 2nd Avenue Infrastructure Improvement. Motion passed 4-0.

7.4. Discuss quote and information for Compensation Study

Brumbaugh shared information on the proposals from several firms. Different levels of information were made available.

Motion: CL/CH to approve a market and calibration compensation study with David Drown and Associates for a cost of \$6500. Motion passed 4-0.

7.5. Approve Changes and Finalized Job Descriptions

Brumbaugh shared the updated job descriptions. Staff were given the job descriptions with no suggested changes offered. Most job descriptions remained the same with a simple change in formatting. The exception is the Bus Driver and Public Service Technicians and Lead which will now require a DOT Health Card. The timeline for requiring this card by current staff was not determined.

Motion: CH/AK to approve the job descriptions with changes as submitted. Motion passed 4-0.

7.6. Approve Donation for Pickleball Court at Friendship Park

Storms shared information gathered at the Parks and Recreation Commission meeting from Julie Klemp Wischnack who proposed repainting one of the tennis courts to make it appropriate for pickleball. The Wischnack family will donate the paint and labor for this project. Parks and Recreation Commission recommended approval of this donation.

Motion: CS/AK to allow the painting of pickleball lines on the existing tennis courts at Friendship Park once the city receives a signed recreation agreement. Motion passed 4-0.

7.7. Approve Quote for Snow Hauling

Information was shared in the packet on two quotes received for hauling snow in the 2021-2022 winter season.

Motion: CS/CH to approve hiring Curfmann Trucking and Snow Removal Inc. for snow hauling during the 2021-2022 snow season in the amount of \$85 per hour. Motion passed 4-0.

7.8. Approve Quote for Wood Chipping

Information was shared in the packet on three quotes received to chip and remove the brush pile at the compost site.

Motion: CH/AK to hire Pine Products to grind and remove our brush pile for the estimated cost not to exceed \$16,000. Motion passed 4-0.

7.9. Approve Quote for SCADA/Fiber Installation

Eckstein shared information on the need to purchase additional equipment to complete the SCADA network installation for the 2nd Avenue Lift Station installation. This will then terminate the fiber connection at the Water Plant and add the 2nd Avenue Lift Station in the SCADA system.

Motion: CH/CS to approve Quality Flow to install and program a MicroLogix 1400 PLC at the Water Plant for the amount of \$3,200. Motion passed 4-0.

Motion: CH/CS to approve Tech Support of Minnesota to install and configure a secure network between the 2nd Avenue Lift Station and the Water Treatment Plant for the amount of \$6,280. Motion passed 4-0.

7.10. Review Legion Park Playground Replacement

Storms shared information from the Parks and Recreation Commission on a recommended playground replacement set for Legion Park in 2022. The total cost will be approximately \$60,188.50. The city has budgeted \$35,000 with the remainder to be covered by donations from local civic groups

7.11. Approve Purchase of Red Rock by Public Works

Lagergren shared the request from Public Works to purchase and haul 300 ton of red rock to be used for adding rock to our streets, alleys and parking areas.

Motion: CS/AK to purchase 300 ton of red rock from Bryan Red Rock and hire Curfmann Trucking to haul the rock to the Oak Grove site at a cost of approximately \$5400. Motion passed 4-0.

8. Council Member and Mayor and Staff Reports

CH – no report

CS – report from Parks and Recreation Commission highlighting the following: trail lights completed, Legion Park playground equipment reviewed, pickleball painting request.

AK – report from Stiftungsfest on new officers and finances from festival; report from Senior Advisory on senior center, senior bus field trips, Carver County survey on aging, and updates from Senior Housing centers.

CL – updates from Highway 212 expansion and 2021 Manufacturers Day

9. Adjournment

Motion: CH/CS to adjourn at 7:14 PM. Motion passed 4-0.

Respectfully submitted,

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk/Treasurer



CITY COUNCIL WORKSHOP MINUTES

October 25, 2021– 6:00 PM

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

Attendance:

ATTENDEES: Carol Lagergren, Craig Heher, Alan Krueger, Charlie Storms

STAFF: Angela Brumbaugh – City Clerk/Treasurer, Karen Hallquist – Economic Development/Marketing Director

OTHERS: Matt Druley

1. Call City Council to Order:

Mayor Lagergren called the City Council workshop meeting to order at 7:12 PM. Four members present.

2. Approve Agenda

Motion: CS/CH to approve the agenda as submitted. Motion passed 4-0.

3. Discuss Water Access Walking Tour

Hallquist shared information from a walking tour that Hallquist and Voigt took along Barnes Lake. Based on their findings, most property owners are not impeding on city property. Recommendation to add a wood chip trail around the lake connecting the current trail to a potential public access site.

Hallquest shared information gathered from the DNR and Cynthis Smith-Strack about the potential for a public water access and dock established in the future. Additional information will be shared as it is received.

4. Discuss Available Properties including Residential, Commercial and Industrial

Hallquist shared information on the limited available sites for residential, commercial, and industrial. She requested discussion on the property at 420 Railroad Street West which has no water/sewer access at this time and the parcel at the corner of Tacoma Avenue and Highway 212 which is not currently annexed into the city. No final recommendations were made by the Council.

5. Adjournment

Motion: CH/CS to adjourn at 7:44 PM. Motion passed 4-0.

Respectfully submitted,

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk/Treasurer



CITY COUNCIL SPECIAL MEETING MINUTES

November 1, 2021– 7:00 AM

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

ATTENDEES: Carol Lagergren, Alan Krueger, Mike McPadden, Charlie Storms

STAFF: Angela Brumbaugh – City Clerk/Treasurer

OTHERS: Gary Weiers (DDA Consultants)

1. Call Meeting of City Council to Order

Meeting was called to order by Mayor Lagergren at 7:00 AM with four members present.

2. Approve Agenda

3. New Business

Motion: CS/MM to approve the agenda as submitted. Motion passed 4-0.

4. New Business

4.1 Discuss options for City Administrator position

Weiers shared several options for Council to consider:

- Offer position to another finalist
- Repost position (recommendation to wait six months to broaden candidate pool)

Motion: CL/AK to offer City Administrator position to Andrea Aukrust. Motion passed 4-0.

5. Adjournment

Motion: CS/MM to adjourn at 7:25 AM. Motion passed 4-0.

Respectfully Submitted,

Angela Brumbaugh, City Clerk/Treasurer

Carol Lagergren, Mayor



more than a place. it's home.

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

To Be Approved: November 8, 2021

Payroll EFT

Check #	506905 - 506919	\$	16,465.68
Check #	506920 - 506953 Fire Dept	\$	13,949.58

Voided Checks

Check #32393	\$	766.66
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Prepays

Check #32426	\$	766.66
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Claims Pending Payment

Check #	32427 - 32468	\$	52,162.14
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Wire Transfer

Cardmember e-check

Grand Total	\$	<u>84,110.72</u>
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CITY OF NORWOOD YOUNG AMERICA

10/28/21 1:30 PM

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***Check Detail Register©**

Batch: 102821PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
32426	10/28/21	CITIZEN STATE BANK HSA ACCTS			
G 101-21718		HSA ACCOUNT	\$766.66	October 2021	
		Total	\$766.66		
		10100 CHECKING	\$766.66		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$766.66
	\$766.66

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***Check Detail Register©**

Batch: 110821

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
32427	11/08/21	212 EQUIPMENT			
E 101-49860-223		Repair/Maintenance Bldg/	\$100.00	2793	pool winterization
		Total	\$100.00		
32428	11/08/21	A & K REPAIR, INC			
E 601-49400-221		Repair/Maintenance Equip	\$89.90	50790	North tower circulating pump repair
		Total	\$89.90		
32429	11/08/21	ACCESS LIFTS, INC.			
E 101-41940-223		Repair/Maintenance Bldg/	\$668.00	M3178SA-28	elevator insp-Roy Clay and food shelf
		Total	\$668.00		
32430	11/08/21	CARQUEST AUTO PARTS			
E 602-49450-221		Repair/Maintenance Equip	\$37.88		Vac truck
E 101-49800-221		Repair/Maintenance Equip	\$24.85	238607	city bus oil
E 101-43100-221		Repair/Maintenance Equip	\$87.55	238834	shop supplies for repairs
E 101-43100-221		Repair/Maintenance Equip	\$37.88	238985	shop
E 101-43100-221		Repair/Maintenance Equip	\$4.50	239010	T2
E 101-43100-221		Repair/Maintenance Equip	\$789.00	239185	bulk oil for trucks
E 101-43100-221		Repair/Maintenance Equip	\$129.90	239198	floor dry for oil spills
E 101-41940-223		Repair/Maintenance Bldg/	\$67.92	239303	winterize building
E 101-43100-223		Repair/Maintenance Bldg/	\$26.99	239458	install extra air line
E 602-49450-221		Repair/Maintenance Equip	\$24.99	239495	vac truck
E 101-43100-221		Repair/Maintenance Equip	\$7.44	239668	T3 cylinder repair
		Total	\$1,238.90		
32431	11/08/21	CENTERPOINT ENERGY			
E 101-42200-383		Gas Utilities	\$11.27		
E 101-43100-383		Gas Utilities	\$148.08		
E 101-45200-383		Gas Utilities	\$85.78		
E 601-49400-383		Gas Utilities	\$59.28		
E 602-49450-383		Gas Utilities	\$901.62		
E 101-49860-383		Gas Utilities	\$16.11		
E 101-41940-383		Gas Utilities	\$42.61	11/27/21	
		Total	\$1,264.75		
32432	11/08/21	CENTRAL FIRE PROTECTION, INC			
E 602-49450-223		Repair/Maintenance Bldg/	\$108.68		
E 101-49800-221		Repair/Maintenance Equip	\$14.30		
E 101-41940-223		Repair/Maintenance Bldg/	\$121.65		
E 101-43100-223		Repair/Maintenance Bldg/	\$267.75		
E 101-42200-223		Repair/Maintenance Bldg/	\$68.75		
E 101-45200-223		Repair/Maintenance Bldg/	\$224.30		
E 601-49400-223		Repair/Maintenance Bldg/	\$108.67	44406	annual fire extinguisher inspections
		Total	\$914.10		
32433	11/08/21	CORE AND MAIN			
E 602-49450-223		Repair/Maintenance Bldg/	\$522.36		locate wire termination boxes for sewer services
E 601-49400-229		Water Meters	\$120.00	P821986	water meter radio parts

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Batch: 110821

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$642.36		
32434	11/08/21	CURTIS, LORI			
R 601-49400-36200		Miscellaneous Revenues	\$131.09	utility refund	118 S Oak Street
Total			\$131.09		
32435	11/08/21	DROEGE, BRAD			
E 101-42200-331		Travel/Meeting Expense	\$773.00	10/20/21	Duluth Chiefs Conf
Total			\$773.00		
32436	11/08/21	EMERGENCY AUTOMOTIVE TECH., IN			
E 101-42200-542		FD Equipment	\$10,501.92	JOR21068	Rescue 11 Emergency lights
Total			\$10,501.92		
32437	11/08/21	Engstrom, Adam			
R 601-49400-36200		Miscellaneous Revenues	\$37.40	417 Hill Street	utility refund
Total			\$37.40		
32438	11/08/21	GOPHER STATE ONE-CALL			
E 602-49450-223		Repair/Maintenance Bldg/	\$40.50		
E 601-49400-223		Repair/Maintenance Bldg/	\$40.50	1100641	
Total			\$81.00		
32439	11/08/21	GREENWOOD MARINA			
R 101-41320-34103		Zoning/SubDiv/Var/CUP/	\$570.14		reimbursement planning & zoning fees
Total			\$570.14		
32440	11/08/21	HOLIDAY COMPANIES			
E 601-49400-212		Motor Fuels	\$39.50		fuel
E 602-49450-212		Motor Fuels	\$39.50		
E 601-49400-212		Motor Fuels	\$55.80		
E 602-49450-212		Motor Fuels	\$55.80		
E 601-49400-212		Motor Fuels	\$56.84		
E 602-49450-212		Motor Fuels	\$56.85		
E 601-49400-212		Motor Fuels	(\$1.46)		fuel discount
E 602-49450-212		Motor Fuels	(\$1.46)		fuel discount
Total			\$301.37		
32441	11/08/21	HOME SOLUTIONS			
E 101-45200-223		Repair/Maintenance Bldg/	\$4.64	A181504	hockey park
E 101-41940-223		Repair/Maintenance Bldg/	\$10.23	A182214	thermostat cover keys
E 101-41940-223		Repair/Maintenance Bldg/	\$10.23	A182215	thermostat cover keys
E 101-42200-223		Repair/Maintenance Bldg/	(\$14.39)	B225012	vent cap returned
E 101-43100-417		Uniform	\$20.69	B230181	shop
E 101-41940-223		Repair/Maintenance Bldg/	\$25.07	B230249	winterizing
E 602-49450-223		Repair/Maintenance Bldg/	\$32.35	B230383	Trilane sump pump
E 602-49450-223		Repair/Maintenance Bldg/	\$35.07	B230521	Bug spray & nozzles WWTP
E 602-49450-223		Repair/Maintenance Bldg/	\$4.31	B230605	lift station key hooks
E 101-45200-223		Repair/Maintenance Bldg/	\$46.98	B230807	park benches
E 101-43100-210		Operating Supplies	\$20.68	B230808	tools
E 101-41940-223		Repair/Maintenance Bldg/	\$15.29	B230900	Heritage building

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Batch: 110821

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-49860-223		Repair/Maintenance Bldg/	\$21.57	B231189	winterize pool
E 101-41940-223		Repair/Maintenance Bldg/	\$10.79	B231218	winterizing
E 602-49450-223		Repair/Maintenance Bldg/	\$2.70	B231293	WWTP shop supplies
E 101-43100-223		Repair/Maintenance Bldg/	\$28.19	B231414	extra air line
		Total	\$274.40		
32442	11/08/21	HUSKY SPRING			
E 101-43100-221		Repair/Maintenance Equip	\$1,467.12	S4-1751409	replace springs on 1001
		Total	\$1,467.12		
32443	11/08/21	JERRY'S TRANSMISSION SERVICE			
E 101-42200-542		FD Equipment	\$2,799.16	37185	2021CHET
		Total	\$2,799.16		
32444	11/08/21	K & M DIESEL			
E 602-49450-221		Repair/Maintenance Equip	\$75.00	51	injector insp on 1901
		Total	\$75.00		
32445	11/08/21	KINGSTON, TAINA			
E 601-49400-432		Refund	\$59.23		utility refund
		Total	\$59.23		
32446	11/08/21	KWIK TRIP INC.			
E 101-45200-212		Motor Fuels	\$14.48		
E 601-49400-212		Motor Fuels	\$14.48		
E 602-49450-212		Motor Fuels	\$14.48		
E 101-43100-212		Motor Fuels	(\$1.71)		fuel discount
E 601-49400-212		Motor Fuels	(\$1.70)		fuel discount
E 101-43100-212		Motor Fuels	\$28.94	6851831	
E 101-43100-212		Motor Fuels	\$93.43	6868764	
E 101-43100-212		Motor Fuels	\$94.00	6879878	fuel
E 101-43100-212		Motor Fuels	\$97.29	6911404	
		Total	\$353.69		
32447	11/08/21	LANO EQUIPMENT INC			
E 603-49500-223		Repair/Maintenance Bldg/	\$750.00	01-870666	backhoe rental/repair storm sewer projects
		Total	\$750.00		
32448	11/08/21	LEAGUE OF MINNESOTA CITIES			
E 101-41400-200		Office Supplies	\$297.00	354737	adobe acrobat
		Total	\$297.00		
32449	11/08/21	MARCO TECHNOLOGIES LLC			
E 101-41400-437		Maintenance Contract	\$1,584.38	9261205	
		Total	\$1,584.38		
32450	11/08/21	METRO WEST INSPECTION SERVICES			
E 101-42400-312		Building Inspection Fee	\$451.79		
E 101-42400-328		Rental Dwelling Inspection	\$720.00	3038	
		Total	\$1,171.79		

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***Check Detail Register©**

Batch: 110821

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
32451	11/08/21	MID-COUNTY CO-OP OIL ASSN			
E 101-45200-212		Motor Fuels	\$275.40		
E 601-49400-212		Motor Fuels	\$275.40		
E 602-49450-212		Motor Fuels	\$275.40		
E 101-43100-212		Motor Fuels	\$550.80	24755	diesel
E 101-43100-212		Motor Fuels	\$1.00	3994	annual tank rent
		Total	\$1,378.00		
32452	11/08/21	MINNESOTA VALLEY TESTING LAB			
E 602-49450-217		Lab Fees	\$37.10	1113390	
E 602-49450-217		Lab Fees	\$37.10	1114593	
		Total	\$74.20		
32453	11/08/21	MN VALLEY ELECTRIC COOPERATIVE			
E 602-49450-381		Electric Utilities	\$33.71		
E 601-49400-381		Electric Utilities	\$22.10		
E 101-43100-380		Street Lighting	\$99.88	10/27/21	
		Total	\$155.69		
32454	11/08/21	MUTCHLER, LUKE			
R 601-49400-36200		Miscellaneous Revenues	\$70.11	223 Wilson S	utility refund
		Total	\$70.11		
32455	11/08/21	NEWS AND TIMES			
E 101-41400-350		Print/Publishing/Postage	\$60.95	12/9/21	1 year subscription
		Total	\$60.95		
32456	11/08/21	NORTHSTAR MUDJACKING & MoreLLC			
E 101-43100-223		Repair/Maintenance Bldg/	\$16,800.00	3232	cement raising
		Total	\$16,800.00		
32457	11/08/21	NORWOOD ELECTRIC INC			
E 601-49400-223		Repair/Maintenance Bldg/	\$127.50	17156	disconnect/reconnect motor at north water tower
		Total	\$127.50		
32458	11/08/21	NORWOOD YOUNG AMERICA TIMES			
E 101-41400-350		Print/Publishing/Postage	\$22.68	859445	PH-Delinquent Utilities
E 101-41320-350		Print/Publishing/Postage	\$102.06	859446	Oak Lane Improvement Project
E 101-41320-350		Print/Publishing/Postage	\$98.28	859447	PH-2nd Ave Lift Station
E 101-41320-350		Print/Publishing/Postage	\$45.36	859448	PH-Sport Court Ord
E 101-41320-350		Print/Publishing/Postage	\$52.92	859449	PH-Greenwood Marina CUP
E 101-41320-350		Print/Publishing/Postage	\$49.14	859450	PH-City NYA Plat Approv
E 101-41320-350		Print/Publishing/Postage	\$52.92	859451	PH-Greenwood Marina variance
		Total	\$423.36		
32459	11/08/21	OEM SERVICE CO, LLC			
E 101-42200-221		Repair/Maintenance Equip	\$471.74	033888	extraction tool holder
		Total	\$471.74		
32460	11/08/21	PRO AUTO & TRANSMISSION REPAIR			
E 602-49450-221		Repair/Maintenance Equip	\$62.75		

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***Check Detail Register©**

Batch: 110821

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49450-221		Repair/Maintenance Equip	\$62.76		
E 101-43100-221		Repair/Maintenance Equip	\$125.51	101914	Inspect Ster Single Axel T7
E 101-43100-221		Repair/Maintenance Equip	\$125.51	101915	Inspect Ford 450
E 101-43100-221		Repair/Maintenance Equip	\$125.51	101916	Inspect Red2020 Ford F-550
E 601-49400-221		Repair/Maintenance Equip	\$62.76	101917	Inspect Red 2013 Ford
E 601-49400-221		Repair/Maintenance Equip	\$62.75	101918	Inspect 2019 Ford F350
E 101-43100-221		Repair/Maintenance Equip	\$125.51	101919	Inspect 2012 Ford 550
E 101-43100-221		Repair/Maintenance Equip	\$125.51	101920	Inspect white 2006 Mack
E 101-43100-221		Repair/Maintenance Equip	\$188.07	101921	Inspect 2018 Mids Fbt28
E 101-43100-221		Repair/Maintenance Equip	\$188.07	101922	Inspect 1994 Fell Ft-7
E 101-43100-221		Repair/Maintenance Equip	\$125.51	101926	Inspect T3 plow truck
E 101-43100-221		Repair/Maintenance Equip	\$125.51	102005	Inspect 2001 Plow Truck
E 602-49450-221		Repair/Maintenance Equip	\$125.51	102006	Inspect Vac Truck
Total			\$1,631.24		
32461	11/08/21	RAETHER, KEVIN			
E 101-42200-331		Travel/Meeting Expense	\$700.85	10/25/21	Duluth Chiefs Conf
Total			\$700.85		
32462	11/08/21	R.E. SMITH OIL & TIRE CO., INC			
E 101-45200-212		Motor Fuels	\$7.83		
E 101-49800-212		Motor Fuels	\$379.25	10/31/21	gas
Total			\$387.08		
32463	11/08/21	STRACK CONSULTING LLC			
E 101-41320-305		Other Professional Fees	\$1,712.00	1181	
Total			\$1,712.00		
32464	11/08/21	SUDHEIMER, DOMINICK			
R 601-49400-36200		Miscellaneous Revenues	\$9.12	utility refund	110 Elm St East
Total			\$9.12		
32465	11/08/21	TOP NOTCH TURF			
E 101-41940-223		Repair/Maintenance Bldg/	\$410.00	NOREN1021	lawn mowing
Total			\$410.00		
32466	11/08/21	UTILITY CONSULTANTS, INC.			
E 602-49450-217		Lab Fees	\$628.55	110444	
Total			\$628.55		
32467	11/08/21	VERIZON WIRELESS			
E 101-43100-321		Telephone	\$146.51		
E 601-49400-321		Telephone	\$114.95		
E 602-49450-321		Telephone	\$211.75		
E 101-45200-321		Telephone	\$62.79	9891004806	
E 101-42200-321		Telephone	\$175.05	9891360751	
Total			\$711.05		
32468	11/08/21	ZUMBERGE, STEVE			
E 101-42200-433		Dues and Subscriptions	\$265.00	10/25/21	VFBA Insurance

CITY OF NORWOOD YOUNG AMERICA

11/04/21 9:20 AM

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***Check Detail Register©**

Batch: 110821

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Total			\$265.00		
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10100	CHECKING	\$52,162.14			
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Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$46,432.66
601 WATER FUND	\$1,554.22
602 SEWER FUND	\$3,425.26
603 STORM WATER UTILITY	\$750.00
	<u>\$52,162.14</u>



To: Mayor Lagergren and Council Members
From: Angela Brumbaugh, Clerk/Treasurer
Date: November 8, 2021
Re: Public Hearings – 2nd Avenue and Oak Lane

Attached is the list of assessments for both the 2nd Avenue and Oak Lane Projects. For each of these public hearings you will need to follow the procedure listed below:

1. Open the public hearing
2. Bolton and Menk will do their presentation
3. The Public gets the opportunity for comment
4. Close the hearing

I have the Resolutions listed under new business so they can be approved after both public hearings have been held.

Thank you.

2ND AVE LIFT STATION & STREET IMPROVEMENTS
FINAL ASSESSMENT ROLL - UNIT METHOD w/ APPRAISAL INFO
10/6/2021

PROP. NO.	OWNER	OWNER ADDRESS	PROPERTY ADDRESS	P.I.D.	UNIT	CORNER LOT CREDIT - PRIMARY	CORNER LOT CREDIT - SECONDARY	STREET ASSESSMENT UNIT	STREET ASSESSMENT ASSESSMT	WATERMAIN ASSESSMENT UNIT	WATERMAIN ASSESSMENT ASSESSMT	TOTAL CALCULATED ASSESSMT	APPRAISAL AMOUNT	LESSOR OF CALC ASSESSMT / APPRAISAL	*ANNUAL ASSESSMT PAYMENT	NOTES
1	JAY P LENZ	510 CENTRAL AVE S	510 CENTRAL AVE S	580113150	0.50		0.50	0.50	\$8,316.67			\$8,316.67	\$7,250.00	\$7,250.00	\$765.47	
2	CHRISTINE K WILKINSON	506 CENTRAL AVE S	506 CENTRAL AVE S	580113050	0.50		0.50	0.50	\$8,316.67			\$8,316.67	\$5,750.00	\$5,750.00	\$607.10	
3	LYNN & RICHARD JR. NEMITZ	PO BOX 275, NYA	504 CENTRAL AVE S	580113100	0.50		0.50	0.50	\$8,316.67			\$8,316.67	\$5,750.00	\$5,750.00	\$607.10	
4	BRIN GABRIEL & MARIA ANN TWIST	418 CENTRAL AVE S	418 CENTRAL AVE S	580111800	0.50		0.50	0.50	\$8,316.67			\$8,316.67	\$7,250.00	\$7,250.00	\$765.47	
5	RANDY A & TRACY L MARTINEZ	417 2ND AVE SE	417 2ND AVE SE	580111850	1.00			1.00	\$16,633.73			\$22,815.17	\$6,750.00	\$6,750.00	\$823.84	
6	MARABI VENEGAS & TINA CRUZ	413 2ND AVE SE	413 2ND AVE SE	580111100	1.00			1.00	\$16,633.73		\$5,181.43	\$22,815.17	\$6,750.00	\$6,750.00	\$823.84	
7	STEVE & HOLLY KANDUTH	614 2ND AVE SE	614 2ND AVE SE	580110300	1.00			1.00	\$16,633.73		\$5,181.43	\$22,815.17	\$6,750.00	\$6,750.00	\$823.84	
8	MICHAEL JOHN BLEICHER	542 DEVONSHIRE DR	542 DEVONSHIRE DR	581500010	0.50		0.50	0.50	\$8,316.67			\$8,316.67	\$7,250.00	\$7,250.00	\$765.47	
9	JASON D & ALESHA R BLADOW	529 DEVONSHIRE DR	529 DEVONSHIRE DR	581500140	0.50		0.50	0.50	\$8,316.67			\$8,316.67	\$7,250.00	\$7,250.00	\$765.47	
10	MICHELE J & RICHARD H MURDERE	2710 SHADOW WOOD CT	119 MURFIELD CIR	581500240	0.50		0.50	0.50	\$8,316.67			\$8,316.67	\$7,250.00	\$7,250.00	\$765.47	
11	NORWOOD YOUNG AMERICA CITY	PO BOX 58, NYA	NA	580110250	1.00			1.00	\$16,633.73		\$5,181.43	\$22,815.17	\$6,750.00	\$6,750.00	\$823.84	
12	BUFFY KNOPIK	117 MURFIELD CIR	117 MURFIELD CIR	581500250	0.50	0.50		0.50	\$8,316.67			\$8,316.67	\$7,250.00	\$7,250.00	\$765.47	
13	MARK ALLEN MATZKE	418 2ND AVE SE	418 2ND AVE SE	580110200	0.50			0.50	\$8,316.67			\$8,316.67	\$5,750.00	\$5,750.00	\$607.10	
	NORWOOD YOUNG AMERICA CITY				12.50	0.50	4.00	4.00	\$96,534.83	13.0	\$49,451.47	\$145,986.30	\$58,750.00	\$58,750.00	\$823.84	
									\$141,986.73	8.0	\$30,907.17	\$172,893.90				

Notes:
*Based on Interest Of 1% and Term Equal to Bond Term (= 10 Years).

OAK LANE IMPROVEMENTS
FINAL ASSESSMENT ROLL - w/ SPECIAL BENEFIT INFO
10/6/2021

PROP. NO.	OWNER	PROPERTY ADDRESS	P.I.D.	STREET ASSESSMENT			WATERMAIN ASSESSMENT			SANITARY SEWER ASSESSMENT (WEST)			SEWER & WATER AVAILABILITY ASSESSMENT			TOTAL CALCULATED ASSESSMENT	LESSER OF CALC ASSESSMENT / APPRAISAL	ANNUAL ASSESSMENT PAYMENT	NOTES
				ASSESSMENT UNIT	STREET ASSESSMENT	APPRAISAL AMOUNT	UNIT	WATERMAIN ASSESSMENT	APPRAISAL AMOUNT	UNIT	SANITARY SEWER ASSESSMENT	APPRAISAL AMOUNT	UNIT	UTILITY ASSESSMENT	APPRAISAL AMOUNT				
1	LINDA S HOSKINS & SCOTT R TIMM	480 OAK LANE	583010910	1	\$8,062.25	\$10,000.00							1	\$15,440.89	\$19,000.00	\$23,503.14	\$23,503.14	\$2,481.51	Paid 86W Availability Charge
2	LINDA S HOSKINS & SCOTT R TIMM	480 OAK LANE	583000090	1	\$8,062.25	\$10,000.00										\$8,062.25	\$8,062.25	\$91.23	Paid 86W Availability Charge
3	MITCHELL K & KRIS M KROELLS	480 OAK LANE	583000070	1	\$8,062.25	\$10,000.00										\$8,062.25	\$8,062.25	\$91.23	Paid 86W Availability Charge
4	TODD A & MARCIA J SCHULTZ	480 OAK LANE	583000050	1	\$8,062.25	\$10,000.00										\$8,062.25	\$8,062.25	\$91.23	Paid 86W Availability Charge
5	STANLEY W & LONS A SCHULTZ	480 OAK LANE	583000050	1	\$8,062.25	\$10,000.00										\$8,062.25	\$8,062.25	\$91.23	Paid 86W Availability Charge
6	PAUL W & JILL M SCHWICHTENBERG	480 OAK LANE	583000040	1	\$8,062.25	\$10,000.00										\$8,062.25	\$8,062.25	\$91.23	Paid 86W Availability Charge
7	BRUCE BREME	480 OAK LANE	583000030	1	\$8,062.25	\$10,000.00										\$8,062.25	\$8,062.25	\$91.23	Paid 86W Availability Charge
8	KEVIN A & NICOLE K MURPHY	419 OAK LANE	583000010	1	\$8,062.25	\$10,000.00										\$8,062.25	\$8,062.25	\$91.23	Paid 86W Availability Charge
9	PATRICK SHAWHAN	485 OAK LANE	583010020	1	\$8,062.25	\$10,000.00	1	\$7,464.53	\$9,500.00	1	\$12,093.19	\$9,500.00		\$15,440.89	\$19,000.00	\$27,619.97	\$25,003.14	\$2,481.51	Paid 86W Availability Charge
10	PATRICK SHAWHAN	485 OAK LANE	583010030	1	\$8,062.25	\$10,000.00	1	\$7,464.53	\$9,500.00	1	\$12,093.19	\$9,500.00				\$27,619.97	\$25,003.14	\$2,481.51	Paid 86W Availability Charge
11	PATRICK SHAWHAN	475 OAK LANE	583010040	1	\$8,062.25	\$10,000.00	1	\$7,464.53	\$9,500.00	1	\$12,093.19	\$9,500.00				\$27,619.97	\$25,003.14	\$2,481.51	Paid 86W Availability Charge
12	PATRICK SHAWHAN	485 OAK LANE	583010050	1	\$8,062.25	\$10,000.00	1	\$7,464.53	\$9,500.00	1	\$12,093.19	\$9,500.00				\$27,619.97	\$25,003.14	\$2,481.51	Paid 86W Availability Charge
13	NORWOOD YOUNG AMERICA CITY	445 OAK LANE	580146700	8	\$64,497.96	\$80,000.00	1	\$7,464.53	\$9,500.00	1	\$12,093.19	\$9,500.00				\$84,497.96	\$64,497.96	\$6,609.83	
14	DAVID & MARIE WICKENHAUSER	415 OAK LANE	580146800	1	\$8,062.25	\$10,000.00	1	\$7,464.53	\$9,500.00	1	\$12,093.19	\$9,500.00				\$23,503.14	\$23,503.14	\$2,481.51	
	CITY OF NYA (NON-ASSESSABLE)			20.00			5.0				8.0					\$256,799.26	\$278,426.70		

Notes:
 *Based on Interest Of 1% and Term Equal to Bond Term (= 10 Years).



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: November 8, 2021

SUBJECT: Public Water Access on Barnes Lake

Staff had a conversation with Rachel Henzen, PAT Area Supervisor/Division of Parks and Trails with the MN Department of Natural Resources. Henzen deals with public water access for motorized watercrafts. This includes developing plans and funding for cement structures/docks added to the entrance of the access to accommodate vehicles dropping off motorized watercrafts. I shared with her that our project is on a smaller and more simple scale to include a natural walking path that links to a dock for fishing and access for non-motorized recreational equipment such as kayaks and canoes. Henzen suggested creating a detailed plan (like Prairie Dawn Master Plan) and coordinate efforts with Taylor Huinker at the Carver County Water Management Organization. Huinker is the "area hydrologist" and can confirm if a permit – if any – is needed for this project. I'll be following up with Huinker this next week.

RESOLUTION 2021-32

A RESOLUTION ADOPTING THE ASSESSMENT ROLL FOR THE CITY OF NORWOOD YOUNG AMERICA TO BE CERTIFIED TO CARVER COUNTY FOR THE 2021 - 2ND AVENUE PROJECT

WHEREAS, pursuant to proper notice duly given as required by law, the Norwood Young America City Council has met and heard and passed upon all objections to the proposed assessment for the 2nd Avenue Lift Station & Street Improvement Project. The nature of the improvement includes public improvements to the infrastructure of the City of Norwood Young America by the installation of streets, storm sewer, watermain and sanitary sewer according to the plans and specifications for such improvements. The location of these improvements are along 2nd Avenue from Central Avenue to the northern Devonshire Drive intersection.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 10 years, and shall bear interest at the rate of 1.0 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2022. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Norwood Young America, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the Carver County Auditor-Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The Norwood Young America City Clerk-Treasurer shall forthwith transmit a certified duplicate of this assessment to the Carver County Auditor-Treasurer to be extended on the property tax lists of Carver County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Norwood Young America City Council this 8th day of November, 2021.

Approved:

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk – Treasurer

PID	FINAL ASSESSMENT
58.0113150	\$7,250.00
58.0113050	\$5,750.00
58.0113100	\$5,750.00
58.0111900	\$7,250.00
58.0111630	\$8,750.00
58.0111100	\$8,750.00
58.0110300	\$8,750.00
58.1500010	\$7,250.00
58.1500140	\$7,250.00
58.1500240	\$7,250.00
58.0110250	\$8,750.00
58.1500250	\$7,250.00
58.0110200	\$8,750.00
	<hr/>
	\$98,750.00
	<hr/>

RESOLUTION 2021-33

A RESOLUTION ADOPTING THE ASSESSMENT ROLL FOR THE CITY OF NORWOOD YOUNG AMERICA TO BE CERTIFIED TO CARVER COUNTY FOR THE 2021 – OAK LANE PROJECT

WHEREAS, pursuant to proper notice duly given as required by law, the Norwood Young America City Council has met and heard and passed upon all objections to the proposed assessment for the Oak Lane Improvement Project. The nature of the improvement includes public improvements to the infrastructure of the City of Norwood Young America by the installation of streets, storm sewer, watermain and sanitary sewer according to the plans and specifications for such improvements. The location of these improvements are along Oak Lane from Tacoma Avenue (County Road 34) to cul-de-sac.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 10 years, and shall bear interest at the rate of 1.0 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2022. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Norwood Young America, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the Carver County Auditor-Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The Norwood Young America City Clerk-Treasurer shall forthwith transmit a certified duplicate of this assessment to the Carver County Auditor-Treasurer to be extended on the property tax lists of Carver County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Norwood Young America City Council this 8th day of November, 2021.

Approved:

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk – Treasurer

PID	FINAL ASSESSMENT
58.3010010	\$23,503.14
58.3000070	\$8,062.25
58.3000060	\$8,062.25
58.3000050	\$8,062.25
58.3000040	\$8,062.25
58.3000030	\$8,062.25
58.3000010	\$23,503.14
58.3010020	\$25,026.78
58.3010030	\$25,026.78
58.3010040	\$25,026.78
58.3010050	\$25,026.78
58.0146800	\$23,503.14
	<u>\$210,927.79</u>



TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: November 8th, 2021

RE: Award CIPP lining for the 2021 Second Avenue Lift Station & Street Improvement Project

I have included a memo on behalf of Joshua Eckstein with Bolton & Menk regarding the 2021 CIPP Project Award. This CIPP lining was included in the Second Avenue feasibility study which was previously approved by the City Council. It was decided to be a separate project to avoid contractor markups and streamline the process.

CIPP stands for cured-in-place-pipe. This is a process in which they install a felt liner coated with a catalyzed resin and inserted into the existing sewer mains. Once inserted, it is expanded into the interior walls of the existing sewer pipe and then heated to cure it in place. Once cured, this product creates a "seamless new pipe" inside the existing sewer mains eliminating infiltration and minimizing any edges or joints that may catch debris and cause a backup. This essentially creates a PVC like pipe inside the existing sewer mains. All sanitary sewer mains on the Second Avenue project were inspected and determined to be good candidates for this type of repair. This was proposed as an alternate versus excavation and replacement of the existing sewer mains.

A Bolton & Menk representative will be present at the meeting for any further questions.

Suggested Motion: Motion to approve hiring Hydro-Klean to complete the Second Avenue CIPP sanitary sewer lining in the amount \$40,968.50

Norwood Young America



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

November 1, 2021

City of Norwood Young America
Attn: Tony Voigt
310 Elm St. W
Norwood Young America, MN 55368

RE: 2021 CIPP Project Award

Honorable Mayor and City Council Members:

Bids were received on October 29, 2021 for the above referenced project. The proposed work includes all materials and labor necessary to rehabilitate approximately 1,145 lineal feet of existing sanitary sewer main. This process will restore the existing pipe to new condition without excavation. Three bids were received for the project. The bid specifies project completion by April 1, 2022. Below is a tabulation of bids received:

	Bidder / Contractor	Bid Price
1	Hydro-Klean	\$40,968.50
2	Granite Inliner, LLC	\$48,810.00
3	Visu-Sewer	\$54,275.00

A review of bid prices shows that the bid received from Hydro-Klean is competitive. The low bid submitted was 1% below the engineer's estimated amount of \$41,387.00 and 24% below the high bid of \$54,275.00.

Hydro-Klean, LLC. has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award the project to Hydro-Klean LLC in the amount of \$40,968.00.

I am available to answer any questions that you may have.

Respectfully Submitted,
Bolton & Menk, Inc.

Joshua Eckstein, P.E.

cc: Jake Saulsbury, City Engineer



To: Mayor Lagergren and Council Members
From: Angela Brumbaugh, Clerk/Treasurer
Date: November 8, 2021
Re: 2022 Prosecution Contract

Attached is the 2022 Prosecution contract with Carver County Attorney's Office along with a slide presentation. Mark Metz will be here to go through the data and discuss the contract with you.

The increase for the Prosecution contract is \$976.49. We also pay a portion of the fines collected back to the Attorney's Office. This number is dependent on how many fines collected.

Suggested Motion:

Approve the 2022 Prosecution Contract between the City and Carver County Attorney's Office in the amount of \$4,867.71.

2022 PROSECUTION CONTRACT

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

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

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

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

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

1. Enabling Authority.

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

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, including liquor law violations directly involving establishments,

organizations or individuals with liquor licenses or permits issued by the City of Norwood Young America and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

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

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2022, and extending through December 31, 2022.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$4,867.71 is to be paid by the City of Norwood Young America to the Carver County Attorney's Office in four equal installments by April 15, 2022, July 15, 2022, October 15, 2022 and January 15, 2023.

6. Ordinances.

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

7. Data.

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

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State

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

9. Indemnification.

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

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

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

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

10. Nonwaiver, Severability and Applicable Laws.

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

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

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

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2022.

12. Merger and Modification.

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

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

Space Intentionally Left Blank

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

CITY OF NORWOOD YOUNG AMERICA

IN PRESENCE OF:

BY: _____
Mayor

City Clerk-Treasurer

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____

2022 Prosecution Contract

Carver County Attorney's Office



Who We Serve

Carver

Chaska

Cologne

Hamburg

Mayer

New Germany

Norwood

Young America

Victoria

Waconia

Watertown



Determination of Contract Fees

County Attorney Staff Costs	\$178,928
<i>Less Total Fine Revenue paid to Carver County</i>	
<i>Attorney's office in 2020</i>	<i>(\$ 65,970)</i>
<i>Contract Cost Allocation</i>	<i>(\$ 40,207)</i>
Equals Total Surcharge to be paid in 2022	\$ 72,751

Participating cities pay surcharge quarterly per their three-year case load average (see chart later in presentation) Surcharge includes 3.0% county personnel cost allowance

Cases by Location (2018 – 2020)

Cases listed: Adult (PM/MD/GM)	Updated: 02/26/2021			
	2018	2019	2020	3 Yr Avg % Total
Carver	60	66	52	59 5.90%
Chaska	577	477	377	477 47.40%
Cologne	23	26	12	20 2.02%
Hamburg	3	7	8	6 0.60%
Mayer	15	22	22	20 1.95%
New Germany	8	7	8	8 0.76%
Norwood Young America	54	71	77	67 6.69%
Victoria	108	93	82	94 9.37%
Waconia	178	183	187	183 18.15%
Watertown	73	64	79	72 7.15%

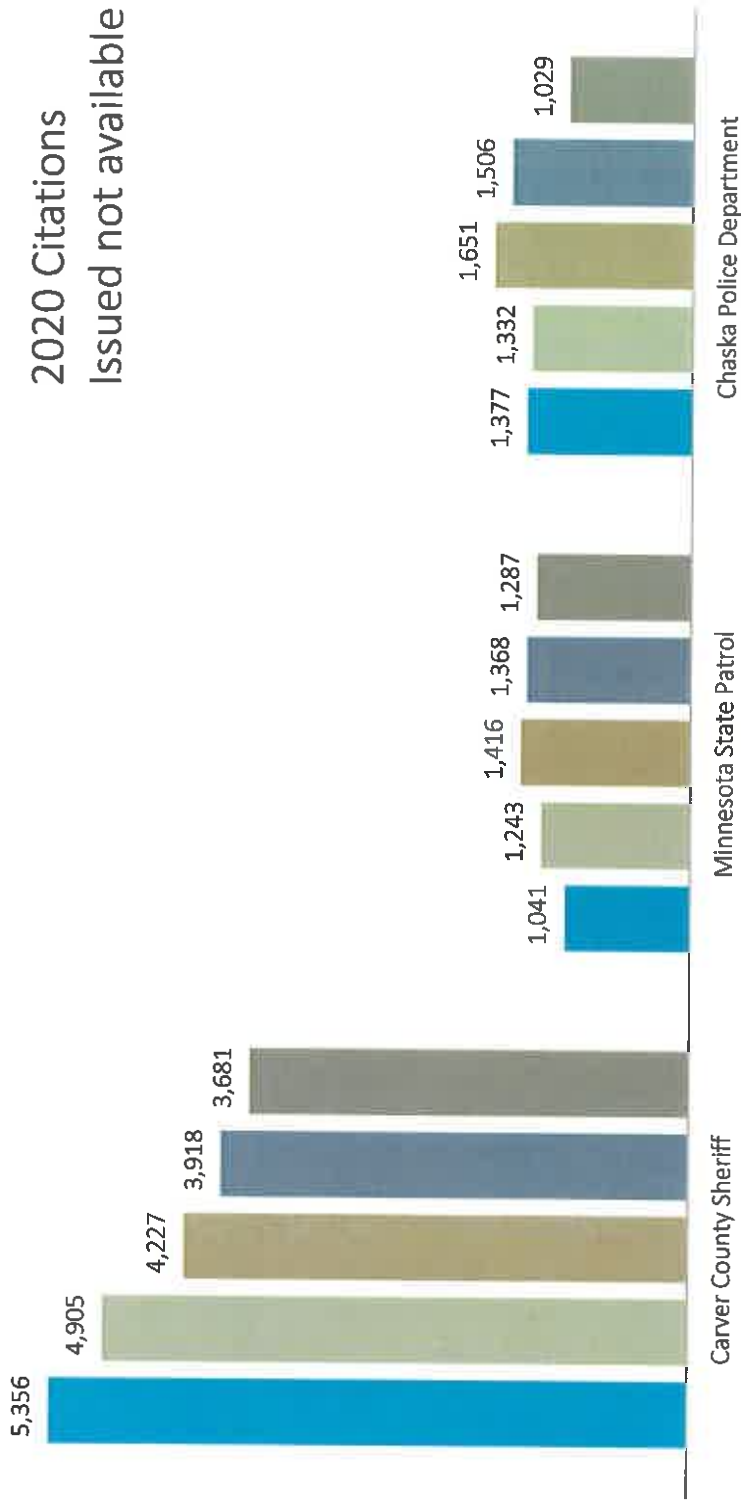
Usage and Rate Comparison

2022 Contract Fees						
	2021		2022		2021	2022
	With usage change					
	Contract		Contract		Contract	Change
	3 Yr Avg		3 Yr Avg	+	Rate	+/-
Carver	5.81%	5.90%		0.09%	\$4,103.47	\$ 185.89
Chaska	50.02%	47.40%		-2.62%	\$35,327.61	\$ (843.98)
Cologne	2.37%	2.02%		-0.35%	\$1,674.41	\$ (204.45)
Hamburg	0.37%	0.60%		0.23%	\$259.42	\$ 174.34
Mayer	1.70%	1.95%		0.25%	\$1,202.74	\$ 219.01
New Germany	0.50%	0.76%		0.26%	\$353.75	\$ 200.50
Norwood Young America	5.51%	6.69%		1.18%	\$3,891.23	\$ 976.49
Victoria	9.35%	9.37%		0.03%	\$6,603.29	\$ 216.32
Waconia	18.03%	18.15%		0.12%	\$12,734.92	\$ 470.55
Watertown	6.34%	7.15%		0.81%	\$4,480.81	\$ 724.27
					\$ 70,631.64	\$ 2,118.95

Citations issued by Law Enforcement

Citations Issued

■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019



County Attorney Update:

- Veteran's Court
- Drug Court
- Other trends in the County Attorney's Office

Our Office

Mark Metz, County Attorney
Peter Ivy, Chief Deputy
Rhonda Betcher, Executive Assistant
John Rekow, Law Office Manager
Nancy Yates, Victim Witness Manager
1Victim Witness Coordinator
1 Victim Witness Legal Admin
17 Assistant County Attorneys
2.5 Paralegals
6 Legal Administrative Assistants
1 Administrative Assistant





Date: November 8, 2021

To: Members of the City Council

From: City Staff

Re: Impound Site for Stray Dogs

Based on concerns expressed by residents as well as information from Deputy Voigt, it was discovered that the city currently has no impound site for stray dogs and/or cats. Current city ordinance states that:

520.01 Obligation to Prevent Nuisances. It shall be the obligation and responsibility of the owner of any animal in the City, whether permanently or temporarily therein, to prevent the animal from committing any act, which constitutes a nuisance or is dangerous to the health, safety and welfare of a person.

520.02 Animals Running at Large Prohibited. It shall be unlawful for any person to permit any animal to run at large within the City. An animal shall be considered running at large if found off of the owner's premises and not controlled by a leash, cage, or other similar restraint.

After researching options, 4Paws Animal Control (Savage) is the nearest animal impound facility. Many current sites are no longer accepting animals. The following information was shared by the owner, Scott Hutnick:

- A contract is not required by the city unless more than 10 animals are impounded in a year. Less than 10 animals requires a verbal understanding or letter of agreement.
- The animal will be held for 5-7 days at a cost of \$175 per call. At the end of the holding period, the center works with rescues to have the animal readopted.
- The city will be invoiced for the impound. The invoice will include information on the owner if the animal has been picked up.
- The impound is available 24 hours/7 days a week and currently works with Chaska, Chanhassen and Watertown (to name a few local communities).

Recommendation: Motion to name 4Paws Animal Control as the impound site for stray animals within the city limits.

Norwood Young America



November 8, 2021

Scott Hutnick
4 Paws Animal Control
12848 Chestnut Blvd
Shakopee, MN 55379

Dear Mr. Hutnick:

This letter is confirmation that the City of Norwood Young America has named 4 Paws Animal Control as its Impound Facility for stray dogs and cats. The Carver County Sheriff's Office has been notified and the CSO will contact your office if an animal has been impounded within city limits. When animals are impounded, it is the responsibility of the city to post information on the animal on at least two sites. We will post this information on the bulletin board at City Hall and on our City website and Facebook pages.

We understand that the current cost of impoundment is \$175 per animal to be paid by the city. If an animal is picked up by the owner, you will share that information with the city on the invoice document for future reimbursement. Impounded animals will be held for 5 to 7 days at your establishment before you contact a rescue center for adoption. We further understand that if more than ten animals are impounded in a calendar year, we will negotiate a formal contract with your business.

If you have further questions, please do not hesitate to contact us.

Sincerely,

Carol Lagergren, Mayor
City of Norwood Young America

Norwood Young America



CHAPTER 5. ANIMALS

Section 500 – General Provisions

500.01 Purpose. It is the purpose of this ordinance to protect and promote public health, safety and the general welfare of humans and animals. To regulate the care and keeping of animals within the city. To reduce or eliminate the encroachment on private property, public right of ways, and public property of unrestrained, unregistered, unvaccinated, prohibited, or dangerous animals and the risks posed to humans and other animals caused by the improper care, control, and keeping of animals.

500.02 Definitions. The following definitions shall be used in the application and interpretation of the provisions of this chapter:

Animal. "Animal" shall mean any non-human mammal, reptile, amphibian, fish, or bird.

Animal Control Officer. "Animal Control Officer" shall mean an individual or employee of a business retained by the City for purposes of enforcing provisions of this Chapter.

Animal, Domestic. "Animal, Domestic" shall mean animals kept within the home as pets, such as fish, dogs, cats, household bird, and similar animals.

Animal, Farm. "Animal, Farm" shall mean those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, ponies, mules), bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, and other animals associated with a farm, ranch, or stable. Backyard Chickens as defined in this Chapter are exempt from this definition. *(Adopted 6/9/14; Ord. 250)*

Animal, Non-Domestic. "Animal, Non-domestic" shall mean any animal which is of a species not usually domesticated and of a species which, due to size, wild nature, or other characteristics is commonly considered to be inherently dangerous to the health, safety and welfare of people and would ordinarily be confined in a zoo or found in the wild. The term includes, but is not limited to:

- A. Animals and birds, the keeping of which is licensed by the state or federal government, such as wolves, raptors, and pheasants.
- B. Eagles, birds, such as falcons and pigeons, ocelots, jaguars, cougars, weasels, wild ferrets, deer, and bison.
- C. Crossbreeds of wild animals and domesticated animals such as the cross between dogs and coyotes and dogs and wolves.
- D. Any large cat of the family Felidae, such as lions, tigers, jaguars, leopards, cougars, and ocelots.
- E. Any member of the family Canidae such as wolves, coyotes, dingoes, and jackals, except domesticated dogs.
- F. Any poisonous snake such as a rattlesnake, coral snake, water moccasin, puff adder, or cobra.
- G. Any snake or reptile by its size, vicious nature, or other characteristic is dangerous to human beings such as alligators and crocodiles.
- H. Any skunk, raccoon, or fox whether captured in the wild, domestically raised, de-scented or not de-scented, vaccinated against rabies or not vaccinated against rabies.
- I. Any bear, ape, gorilla, chimpanzee, monkey, or badger.
- J. Any other animal or reptile, which is commonly considered wild.

At Large. "At large" shall mean an unattended animal on public property, or an unattended animal on private property without the consent of the property owner.

Backyard Chicken. "Backyard Chicken" shall mean a female chicken that serves as a source of eggs or meat. *(Adopted 6/9/14; Ord. 250)*

City. "City" shall mean the City of Norwood Young America.

City Pound. "City Pound" shall mean the designated pound for the City of Norwood Young America.

Coop. "Coop" shall mean the structure for the keeping or housing of backyard chickens as permitted by this Chapter. *(Adopted 6/9/14; Ord. 250)*

Dangerous Dog. "Dangerous dog" shall mean any dog that has committed any of the acts set forth below:

- A. Without provocation, inflicted substantial bodily harm on a human being on public or private property;
- B. Killed a domestic animal without provocation while off the owner's property, or;
- C. been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

Dog. "Dog" shall mean any canine animal, male or female, whole or neutered.

Law Enforcement Officer. "Law Enforcement Officer" shall mean an individual or employee retained, by the City, for purposes, in part, of enforcing the provisions of this Chapter; or a member of the County law enforcement agency.

Licensed Commercial Kennel. "Licensed Commercial Kennel" shall mean a place where more than three (3) dogs over six (6) months of age are kept, and where the business of selling, boarding, breeding, showing, treating or grooming of dogs shall be conducted with license from the City.

Nuisance. "Nuisance" shall mean any animal that unreasonably annoys or disturbs the peace of other members of the public due to excessive, continuous or untimely barking, whining or crying.

Owner. "Owner" shall mean any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in or having custody or control of an animal.

Potentially Dangerous. "Potentially Dangerous" shall mean any dog that has committed any of the acts set forth below:

- A. When unprovoked, bites a human or domestic animal;
- B. When unprovoked, chases or approaches a person upon the streets, sidewalks or any other public property in an apparent attitude of attack; or
- C. Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Proper Enclosure. "Proper Enclosure" shall mean securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the animal. A Proper Enclosure does not include a porch, patio, or any part of a house, garage or other structure that would allow the animal to exit of its volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

Regular Business Day. "Regular Business Day" shall mean a day in which the City Pound shall be open to the public for four (4) consecutive hours.

Restrained. "Restrained" shall mean on a leash of not more than six (6) feet in length or a leash which can be retracted to a length of six (6) feet or less, and in the custody of a person of sufficient age to adequately control the animal; in a vehicle; or confined to the owner's property by an enclosure or fencing.

Rooster. "Rooster" shall mean a male chicken. *(Adopted 6/9/14; Ord. 250)*

Run. "Run" shall mean an area attached to a coop where backyard chickens can roam unsupervised. *(Adopted 6/9/14; Ord. 250)*

Substantial Bodily Harm. "Substantial bodily harm" shall mean bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member.

500.03 Enforcement. The provisions of this Chapter shall be enforced by the Animal Control Officer or the City's Law Enforcement contractor. No person shall, in any manner, interfere with or hinder an Animal Control Officer or the City's law enforcement contractor in the discharge of their duties.

500.04 Interference with Animal Control Officer. It shall be unlawful for any person to molest or in any way interfere with any peace officer, animal control officer, or any officer of the City, while engaged in performing work under the provisions of this Section.

500.05 Exemptions. The following provisions of this Chapter shall not apply in the following circumstances:

- A. Unless specified herein, the provisions of this Chapter shall not apply to animals used or confined at hospitals, clinics, or businesses operated by licensed veterinarians.
- B. Regulations relating to dangerous animals and potentially dangerous animals shall not apply to dogs under the control of a law enforcement officer.

Section 510 – Dog and Cat Licenses and Regulations

510.01 License Required. No person shall keep any dog or cat over six (6) months of age within the City unless a license therefore has been secured from the City Administrator. The City Administrator shall keep a record of all licenses issued and shall issue a metal tag for each license.

510.02 Rabies Certificate Prerequisite to Issuance. No license or metal tag shall be issued until the owner of the dog or cat has provided proof that the animal to be licensed has been vaccinated against rabies and the vaccination shall be current.

510.03 Limit of Dogs and Cats on Any One Premise. No person shall keep more than three (3) dogs, and more than three (3) cats, over six (6) months of age on any one premise except at a licensed commercial kennel.

510.04 Affixing Tags. The owner shall cause the license tag to be affixed by a permanent metal fastening to the collar of the dog or cat so licensed, in such a manner that the tag may be easily seen by the officers of the City. The owner shall see that the tag is constantly worn by such dog or cat, and any dog or cat found within the City without tag shall be deemed to be unlicensed.

510.05 Duplicate Tags. In case any dog or cat tag is lost the Clerk may issue a duplicate. A fee for each such duplicate tag may be established by the City Council in the fee schedule.

510.06 Annual License Fee. The fee for each license issued under this Section shall be as set from time to time by the Council in the fee schedule. Licenses shall expire on the 31st day of December next following their issuance. The full license fee shall be paid for each dog or cat regardless of the date of issue.

510.07 Penalties and Fines. Any person who shall not have obtained a license for any dog or cat as required by this Section shall be liable to a fine as set in the fee schedule from time to time adopted by the Council, together with the cost of the license fee.

Section 520 – Animal Prohibitions and Regulations

520.01 Obligation to Prevent Nuisances. It shall be the obligation and responsibility of the owner of any animal in the City, whether permanently or temporarily therein, to prevent the animal from committing any act, which constitutes a nuisance or is dangerous to the health, safety and welfare of a person.

520.02 Animals Running at Large Prohibited. It shall be unlawful for any person to permit any animal to run at large within the City. An animal shall be considered running at large if found off of the owner's premises and not controlled by a leash, cage, or other similar restraint.

520.03 Cleaning up Litter.

- A. The owner of an animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.
- B. The owner of an animal shall not permit such animal to be on public property or the private property of another without having in the owners' immediate possession, a device for the removal of feces and a proper receptacle for the feces.
- C. The owner of an animal shall remove feces left by such animal on public property or the private property of another and dispose of such feces in a sanitary manner.

520.04 Barking Dogs. No person shall allow an animal to unreasonably annoy or disturb the peace of other members of the public due to excessive, continuous or untimely barking, whining or crying. Barking, crying, whining, or similar noise shall be considered a nuisance if it is audible off of the owner's premises for a continual period of more than five minutes with interruptions of less than one minute duration.

520.05 Dangerous Dogs. The provisions of Minnesota Statutes Sections 347.50 through and including 347.56 are hereby adopted as the potentially dangerous and dangerous dog regulations for the City of Norwood Young America. Every provision contained in the foregoing Minnesota Statutes is hereby adopted and made a part of this chapter by reference as if fully set forth herein. Where a conflict exists between the provisions of the City Code and the provisions of Minnesota Statutes 347.50 through and including 347.56, the latter provisions shall apply.

- A. Process: A City Animal Control Officer, other law enforcement official, or county attorney shall be responsible for determining whether a dog is a potentially dangerous or dangerous dog.
- B. Notice: Upon determination by the Animal Control Officer, other law enforcement official, or county attorney that a dog is a potentially dangerous or dangerous dog, the City or a representative of the City shall provide the owner with notice of the determination by personally serving the owner or a person of suitable age at the residence of such owner. The notice shall describe the dog deemed to be a potentially dangerous or dangerous dog; shall identify the officer making the determination; and shall specify the facts relied upon by the officer in making the potentially dangerous or dangerous dog determination. If the officer determines that the dog is a potentially dangerous or a dangerous dog, the notice shall also inform the owner of the owner's rights to appeal the determination.
- C. Appeal: An Owner may appeal a determination that a dog is a potentially dangerous or dangerous dog by filing a written notice for a hearing to the City Administrator within ten (10) days of the owner's receipt of the notice. If an owner files a timely appeal, a hearing shall be held within thirty (30) days after the City's receipt of the appeal. The City Administrator shall assign a hearing examiner to hear the appeal. The hearing examiner may be a City employee, provided the employee has not been involved in determining if the dog was potentially dangerous or dangerous. During the hearing the Minnesota Rules of Evidence do not need to be strictly followed and the records of the Animal Control Officer or Law Enforcement Officer shall be considered without further foundation. After considering all of the evidence submitted, the hearing

examiner shall make written findings of the fact and shall determine whether the dog is a potentially dangerous or a dangerous dog. The findings and conclusions shall be made within ten (10) working days after the hearing and shall be thereafter personally served upon the owner or a person of suitable age at the residence of such owner. The decision of the hearing examiner shall be the final decision of the City. If an appeal is not filed within ten (10) working days, the owner of a dangerous dog must comply with the requirements set forth in this section and Minnesota Statutes Sections 347.50 through and including 347.56.

D. Dangerous Dog Restrictions:

1. Registration Required. No person may own a dangerous dog in the City of Norwood Young America unless the dog is registered as provided in this section. The Animal Control Officer shall issue a certificate of registration to the owner of the dangerous dog if the owner presents the following information:
 - a) Proper Enclosure. A Proper Enclosure exists for the dangerous dog and there is a posting on the premises with a clearly visible warning sign, including a warning symbol to inform children, that there is a dangerous dog on the property.
 - b) Bond/Insurance. A surety bond issued by a surety company authorizing to conduct business in the State of Minnesota in a form acceptable to the Animal Control Officer in the sum of at least \$50,000.00, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in the State of Minnesota in the amount of at least \$50,000.00, insuring the owner for any personal injuries inflicted by the dangerous dog.
 - c) Annual Fee. The owner has paid an annual fee as set forth in the City Fee Schedule, if any, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section.
 - d) Microchip. The owner has had a microchip identification implanted in the dangerous dog.
2. Annual Renewal. The owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased. If the dog is removed from the City of Norwood Young America, it must be registered as a dangerous dog in its new jurisdiction.
3. Warning Symbol. If a certificate of registration is issued to the owner of a dangerous dog, the owner must post a warning symbol to inform children that there is a dangerous dog on the property. The design of the warning symbol must have been approved by the Minnesota Commissioner of Public Safety.
4. Tag. The dangerous dog must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the Uniform Dangerous Dog symbol, affixed to the dog's collar at all times.
5. Sterilization. The City or District Court may require a dangerous dog to be sterilized at the owner's expense.
6. Death/Transfer from City. The owner of any dangerous dog must notify the City, in writing, of the death of the dog; its transfer to a residence outside of the City of Norwood Young America or its transfer within the City of Norwood Young America within thirty (30) days of the death or transfer.
7. Notice to Landlord. The owner of a dangerous dog who rents property from another where the dog will reside must disclose to the property owner, prior to entering into the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.
8. Sale. The owner of a dangerous dog must notify the purchaser that the dog has been identified as a dangerous dog. The seller must also notify the City, in writing, of the sale and provide the City with the new owner's name, address and telephone number.
9. Photograph. The owner or custodian of any dangerous dog shall make the dog available to be photographed for identification by the City at a time and place specified.
10. Muzzling. If the dog is outside the Proper Enclosure, the dog must be muzzled and restrained by substantial chain or leash and be under the physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

11. Custody Pending Determination. The City may retain custody of any dog declared dangerous until the dog is duly and properly registered as required herein.

Section 530 – Impoundment; Quarantine

530.01 Poundkeeper and Animal Control Officer

- A. Appointment. A pound keeper and an animal control officer shall be appointed by the City Council. The positions may be combined and one person appointed at the discretion of the Council.
- B. Duties. It shall be the duty of the animal control officer to capture all animals found running at large in violation of this Chapter and turn them over to the pound keeper who shall be responsible for the safe keeping of all impounded animals, including the providing of food, water, and shelter for each animal.
- C. Poundkeeper to Render Monthly Statement; Duty to Pay Moneys Received. It shall be the duty of the poundkeeper to render to the City Council a monthly statement, under oath, of all fees and monies received by him or her, exclusive of his or her fees and expenses, for penalties and shall, at the same time pay over to the City Administrator all monies so received by him or her for impounding any such animals.

530.02 Seizure and Removal of Animals. Subject to the provisions of this section, animals found in violation of this Chapter may be seized by a Law-Enforcement Officer, impounded in a designated animal shelter, and confined therein in a humane manner for a period of not less than five (5) business days or until claimed by the animal's owner, whichever occurs first.

- A. Law-Enforcement Officer shall not enter the private dwelling of an individual for purposes of seizing animals or otherwise enforcing the provisions of this Chapter without first obtaining a search warrant. However, a Law-Enforcement Officer is empowered to enter upon a property adjacent to a private dwelling for purposes of enforcing the provisions of this Chapter.
- B. Before seizing an animal on private property, the Animal Control Officer shall make a reasonable attempt, taking into consideration the time of day and nature of the violation, to notify the owner that the animal is being seized because it was observed by the Law-Enforcement Officer to be in violation of the provisions of this Chapter.
- C. When an animal is seized from the private property of its owner and the Law-Enforcement Officer has been unable to notify the owner of the reason for seizing the animal, the Law-Enforcement Officer shall leave a written notice affixed to the dwelling unit, in a conspicuous manner, which includes the following information:
 - 1. A description of the animal seized.
 - 2. Purpose for seizure of the animal.
 - 3. The time, place and circumstances under which the animal was seized.
 - 4. The location, address, telephone number, and contact person where the animal will be impounded.
 - 5. A statement indicating that the person claiming the animal will be required to pay for the fees and costs associated with impoundment of the animal.
 - 6. A statement indicating that failure to claim the animal within five (5) business days will result in the disposition of the animal.
- D. Immediately upon impounding animals, reasonable efforts shall be made to notify the owner and inform the owner of the animal's confinement and the procedures for release of the animal to the owner.
- E. An animal which is not redeemed within five (5) business days after impoundment may be disposed of in any manner provided by law. Any animal which is not claimed by the owner or sold shall be euthanized and disposed of in a sanitary manner.
- F. Animals taken into custody pursuant to the provisions of Minn. Stat. 343.22 or 343.29 shall be disposed of pursuant to the provisions of Minn. Stat. 343.235.

530.03 Notice of Impoundment. Upon impounding any animal, the City shall post notice in at least two (2) or more conspicuous places within the City. If the owner of the animal is known, written notice shall be provided to the

owner. The notice shall state where the animal is being held and that if not reclaimed within five regular business days it may be sold, destroyed, or otherwise humane disposed of.

530.04 Redemption. Any animal impounded for running at large, being unlicensed, or creating a nuisance may be redeemed from the pound by the owner within five regular business days. Any dog impounded as a dangerous or potentially dangerous dog shall be held by the City pursuant to Subsection 520.05- Dangerous Dogs, of this Chapter.

530.05 Impoundment Fees. Animals may generally be reclaimed by payment to the City of an impounding fee plus all charges incurred as a result of the impoundment. In addition, if the animal is not properly licensed, the license fee shall also be paid before the animal is released. The impounding fee shall be as set from time to time by the Council in the fee schedule. Dogs impounded as being dangerous or potentially dangerous may be redeemed by the same process plus satisfaction of all requirements of Subsection 520.05-Dangerous Dogs, of this Chapter.

530.06 Illegal Release. No unauthorized person shall break into the pound or release any animal legally impounded.

530.07 Authority to Sell or Dispose of Animals. The pound keeper shall have the authority to sell or dispose of any impounded animal not redeemed within the required holding period from the date notice of impoundment is given as provided by Subsections 530.02 and 530.04.

530.08 Biting Animals To Be Quarantined. Whenever an animal has bitten a person, or whenever the Law-Enforcement Officer picks up a known or suspected rabid animal, such animal shall be confined for a minimum of ten (10) days as follows:

- A. Upon proof of a current rabies vaccination, the owner of the animal may, with the consent of the City, quarantine the animal at the owner's residence provided that such animal shall not be permitted to come in contact with other animals or persons and, provided further that the animal shall be muzzled and on a leash not to exceed four (4) feet, and in control of a competent person when taken from the place of confinement for sanitation purposes.
- B. If no proof of a current rabies vaccination is provided, or if the City does not consent to confinement of the animal to the owner's residence, the animal shall be quarantined at the animal shelter or a licensed veterinary clinic at the expense of the owner.
- C. A quarantined animal shall not be removed from the place of confinement without the written permission of the City.
- D. A quarantined animal shall be confined in an enclosure constructed of materials suitable to prevent the animal from escaping. All openings to the enclosure shall be locked at all times and the animal shall not be removed from the enclosure unless the animal is muzzled on a leash not exceeding four (4) feet in length and in control of a competent person.

530.09 Summary Destruction. Whenever a Law-Enforcement Officer has reasonable cause to believe that a particular animal represents a clear and immediate danger to the Law-Enforcement Officer, the Law-Enforcement Officer, after making reasonable attempts to impound such animal, may summarily destroy the animal.

Section 540 – Non-Domestic Animals

540.01 Prohibited Animals. No person shall keep, maintain or harbor within the City any non-domestic animals, as defined in Section 500.02, Subd. 5 of this Chapter.

540.02 Exceptions; Permit Required.

- A. Any persons desiring to keep animals prohibited under this Subsection shall obtain a temporary permit from the City Council. The permit shall be issued for a period not to exceed thirty days and shall specify under what conditions the animal(s) shall be kept. Permits shall be issued only if animal shall be brought into

City for entertainment, exhibition, show or promotional purposes only, and only at the discretion of the Council which may consult with a veterinarian at the applicant's expense as to the risks posed by the animal(s) sought to be allowed by the permit.

- B. Non-poisonous snakes, birds kept indoors, hamsters, mice, rabbits, gerbils, white rats, guinea pigs, chinchillas, turtles or lizards, and similar small animals capable of being maintained continuously in cages shall also be exempt and shall not require a permit.
- C. Persons keeping animals for a public zoo as volunteers, docents or otherwise, any bona fide research institution or veterinary hospital, shall be exempt from the permit requirement, provided protective devices adequate to prevent the animals from escaping or injuring the public shall be provided.
- D. Handicapped persons keeping monkeys trained as household helpers shall be exempt.

540.03 Selling Prohibited. No person shall offer for sale, within City limits, any exotic animal covered by this Subsection.

540.04 Impoundment of Non-Domestic Animals. Any non-domestic animal kept in violation of this Section may be impounded by the City, and after being kept for five days or more without being reclaimed by the owner, may be sold or destroyed. Any person reclaiming the animal shall pay the costs of impoundment and keeping of the animal.

540.05 Existing Non-Domestic Animals. Any person keeping any non-domestic animal at the time of adoption of this Code shall remove the animal from the City within 90 days following adoption of this Section.

Section 550 – Farm Animals

550.01 Keeping of Farm Animals. Farm animals may be kept in the Transition/Agricultural District of the City, as provided for in Chapter 12-Zoning of the Norwood Young America City Code. An exception may be made to this subsection for those animals brought into the City as part of an operating zoo, veterinarian clinic, scientific research laboratory, or a licensed show or exhibition.

550.02 Beekeeping Prohibited. No person shall keep any bees in the City on any property.

550.03 Keeping of Backyard Chickens.

- A. Purpose. It is recognized that the ability to cultivate one's own food is a sustainable activity that can also be a rewarding past time. It is further recognized that the keeping of backyard chickens, if left unregulated, may interfere with the residential character of certain neighborhoods. Therefore, it is the purpose and intent of this Section to permit but strictly limit the keeping of backyard chickens for egg and meat sources in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety, and welfare of the community.
- B. Keeping of Backyard Chickens Allowed. A person may keep up to four (4) backyard chickens on a residential property that is not in the Transitional/Agricultural District of the City as provided for in Chapter 12-Zoning of the Norwood Young America City Code, provided:
 - 1. The parcel where the backyard chickens are kept is within a Residential District as provided for in Chapter 12 (Zoning) of the Norwood Young America City Code;
 - 2. The keeper of the backyard chickens resides in a detached dwelling at the parcel at which the backyard chickens are kept;
 - 3. The subject parcel is a minimum of 10,000 square feet; and,
 - 4. The owner of the subject parcel obtains a backyard chicken permit from the City, issued in compliance with this Chapter.
- C. Permit Required: A permit is required for the keeping of backyard chickens.
 - 1. Those desiring to keep backyard chickens shall file a written application with the City Administrator on

a form provided by the City and pay an application fee. Fees to be charged for the permit to keep backyard chickens shall be set by City Council on the fee schedule.

2. The application shall include:
 - a. The breed and number of chickens to be maintained on the premises;
 - b. A site plan of the property showing the location and size of the proposed coop and run, setbacks from the coop to property lines and surrounding buildings (including houses on adjacent lots), and the location, style, and height of fencing proposed to contain the backyard chickens in a run; and,
 - c. Written statements that the Applicant will at all times keep the backyard chickens in accordance with all of the conditions prescribed by the City Administrator, or modifications thereof, and that failure to obey such conditions will constitute a violation of the provisions of this Chapter and will be grounds for cancellation of the permit;
 - d. Such other and further information as may be required by the City Administrator; and
 - e. The required fee.
3. The City Administrator and/or designee shall process the application.
4. All initial permits will expire on December 31st of the following year after their issuance unless sooner revoked. Renewal permits shall expire on December 31st of the second year following their issuance unless sooner revoked.
5. The City, upon written notice, may revoke a permit for failure to comply with provisions of this Section or any of the permit's conditions.
6. The City may inspect the premises for which a permit has been granted in order to ensure compliance with this Section. If the City is not able to obtain the Occupant's consent to enter the property, it may seek an administrative search warrant or revoke the permit.

D. General Standards and Limitations for the Keeping of Backyard Chickens.

1. The keeping of roosters as a backyard chicken is prohibited.
2. Backyard chickens shall not be raised or kept for the purpose of fighting.
3. Backyard chickens shall not be kept in a dwelling, garage, or accessory structure other than those meeting the requirements of an enclosed coop.
4. All backyard chickens must have access to an enclosed coop meeting the following minimum standards:
 - a. The enclosed coop may not occupy a front or side yard.
 - b. The enclosed coop must have a minimum size of four (4) square feet per animal and shall not exceed a maximum of forty (40) square feet in total area.
 - c. The enclosed coop shall be setback a minimum of twenty-five (25) feet from any principal structure on the subject parcel and any property line. The enclosed coop shall not exceed ten (10) feet in height.
 - d. The enclosed coop shall have a roof type and pitch that is similar to the principal structure on the lot.
 - e. The enclosed coop shall be similar in color to the principal structure on the lot.
 - f. The enclosed coop shall employ exterior building materials that are similar in type and quality to those employed on the principal structure.
 - g. The enclosed coop shall be constructed of permanent residential dwelling building materials. Coop components that are not designed or intended for use as permanent residential dwelling building materials, including but not limited to, garage doors, tires, pallets, employment of interior residential structural components on the exterior (drywall, particle board, plywood), sheet metal, fiberglass panels, plastics, corrosive metal, household items (appliances, fixtures, furniture), canvas, flimsy materials, tarps, non-permanent items (cages, portable kennels), wire panels, and the like are prohibited.
 - h. The floor of the enclosed coop shall be comprised of impervious surface such as vinyl, tile,

- concrete, or treated wood.
- i. The enclosed coop must be built to protect the backyard chickens from extreme heat or cold.
 - j. The enclosed coop shall be at all times maintained in a good condition.
 - k. The enclosed coop shall meet all applicable building, electrical, HVAC, plumbing, and fire code requirements.
5. All backyard chickens shall have access to a run meeting the following minimum standards:
- a. The run shall be a fully-enclosed and covered area attached to a coop where backyard chickens can roam unsupervised.
 - b. The run shall adhere to setbacks required for enclosed coops to which they are attached.
 - c. The enclosed run shall be well drained so there is no accumulation of moisture.
 - d. Run components shall feature fencing materials approved for use in the R-1 Single Family Low Density Residential District as provided for in Chapter 12-Zoning of the Norwood Young America City Code
 - e. Run components not designed or intended for use as fence material, including, but not limited to, garage doors, tires, pallets, sheet metal, ribbed steel, metal siding, corrosive metal, solid (i.e. more than ninety percent (90%) opaque) metal, galvanized ribbed steel, household items (appliances, fixtures, furniture), makeshift or flimsy materials (plastic, paper, twine, rope, tin, webbing), farm animal fencing (barbed wire, chicken wire, high tensile, electric wire, woven wire, or other livestock fencing), canvas, tarps, non-exterior grade residential construction materials, and the like are prohibited.
 - f. Landscaping shall be employed on the perimeter of the run to shield views of the run from adjacent properties.
 - g. The run shall be at all times maintained in a good condition.
6. The following minimum sanitation standards shall be observed at all times:
- a. Slaughtering of backyard chickens on the property is prohibited.
 - b. Leg banding of all backyard chickens is required. The band must identify the owner, the owner's address, and the owner's telephone number.
 - c. The owner shall keep a written record from a Doctor of Veterinary Medicine licensed to practice in the State of Minnesota. The written record shall certify the health of each backyard chicken before obtaining the chicken and annually thereafter.
 - d. All premises on which backyard chickens are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The coop and its surrounding area must be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property. Failure to comply with these conditions may result in the City Administrator and/or Enforcement Officer removing backyard chickens from the premises or revoking the backyard chicken permit.
 - e. All grain and food stored for backyard chickens permit shall be kept indoors in a rodent proof container.
 - f. Backyard chickens shall not be kept in such a manner as to constitute a Nuisance as provided for under Chapter Six of the Norwood Young America City Code.
 - g. Persons no longer intending to keep backyard chickens on the subject property shall notify the City in writing and remove the enclosed coop and run.
 - h. The enclosed coop and run shall be removed from the property upon permit expiration and/or permit revocation. *(Adopted 6/9/14; Ord. 250)*

Section 560 – Violation and Penalty

560.01 Penalty. Violation of any provision of this Chapter shall be a misdemeanor.



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: November 8, 2021

SUBJECT: Approve Resolution 2021-30, A Resolution Authorizing Submittal of an Application for a Small cities Development Streetscape Program
Approve Resolution 2021-31, Resolution Identifying "Slum and Blight" Conditions in a Targeted Area of the City of Norwood Young America

At the City Council strategic planning session in May 2021, the Downtown Redevelopment Plan was discussed and the success that it has brought to the areas. To continue that momentum, the Main Street lighting project and a downtown streetscape project was encouraged as that next step. MN DEED has a Small Cities Development Program Grant of up to \$600,000 for streetscape projects.

The Norwood Young America Economic Development Commission came up with a list of necessary improvements to update the 200 block of Main Street with the same lighting and aesthetics as the 10-100 blocks of Main Street. As a note, this program is for one defined area of a community. Because the Historic Downtown Young America Main Street lights have been identified as needing to be updated and this area of the downtown has been previously identified as "slum and blight" with the current Small Cities program, this would be the most logical area to use for the application. The other two business areas - Historic Downtown Norwood and the Faxon Road district improvements can be mimicked to reflect these same updates.

As part of the application process, the City Council will need to approve a Resolution to support the application process and also confirm the need for improvements (blight) on the 200 block of Main Street. A map of the targeted area for the application is attached. The pre-application deadline is November 17, 2021. Communities with preliminary proposals that are deemed "competitive" or "marginally competitive" will be allowed to submit a full application due February 25, 2022. If the preliminary proposal is deemed "not competitive," DEED will over technical assistance for a future submission.

Action:

Motion to approve Resolution 2021-30, a Resolution authorizing submittal of an application for a Small Cities Development Streetscape Program.

Motion to approve Resolution 2021-31, a Resolution identifying "slum and blight" conditions in a targeted area of the City of Norwood Young America.

Norwood Young America

RESOLUTION 2021-31

RESOLUTION IDENTIFYING “SLUM AND BLIGHT” CONDITIONS IN A TARGETED AREA OF THE CITY OF NORWOOD YOUNG AMERICA

WHEREAS, the City of Norwood Young America is concerned about the economic viability of slum and blighted areas within its corporate limits, and

WHEREAS, the slum and blighted area projects a negative visual image of the community, and

WHEREAS, there exists the opportunity to improve, preserve, and redevelop this slum and blighted area to the benefit of the community, and

WHEREAS, the following detrimental conditions have been identified which qualify the area under State law and Small Cities Development Program Streetscape requirements:

1. Public Improvements are in a general state of deterioration; or
2. At least 25% of the buildings are deteriorated or deteriorating; and have at least one of the following characteristics: Physical deterioration of building or improvement; Abandonment of property; chronic high turnover or vacancy rate; Significant decline in property value or abnormally low property value in relation to other areas of the community; or Known to suspected environmental contamination.

WHEREAS, the Norwood Young America City Council has assessed the target area for purposes of the 2021 Small Cities Development Program Streetscape application and determined that the area can be characterized as “blighted” in accordance with Minnesota Statute 469.002, Subd. 11. Of the 17 parcels within the target area, 17 of them are occupied by buildings or other improvements. Of the 17 buildings in the target area, 7 of them are structurally substandard and 1 is dilapidated; and

NOW THEREFORE BE IT RESOLVED, by the City Council of Norwood Young America, Carver County, Minnesota, that the areas identified as the target areas in the attached map is characterized by conditions meeting the definition of “Slum and Blight.”

Approved and adopted by the City Council this 8th day of November 2021.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk/Treasurer

RESOLUTION 2021-30

A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR A SMALL CITIES DEVELOPMENT STREETSCAPE PROGRAM

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

WHEREAS, the City of Norwood Young America has identified a proposed project that meets the State of Minnesota Development Employment and Economic Development Small Cities Development Streetscape Program Requirements; and

WHEREAS, the City has established a Downtown Redevelopment Plan of which the proposed project is identified; and

WHEREAS, the City has the capability and capacity to ensure the proposed project be completed and administered within the Small Cities Development Streetscape Program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the Economic Development Commission has recommended that an application for the Small Cities Development Streetscape Program be submitted on behalf of the City.

NOW THEREFORE, BE IT RESOLVED that the City Council of Norwood Young America, Carver County, Minnesota, approves the application for funding from State of Minnesota Development Employment and Economic Development program.

BE IT FURTHER RESOLVED that Economic Development Marketing Director, Karen Hallquist, is hereby authorized to apply to the State of Minnesota DEED for funding this project on behalf of the City of Norwood Young America.

BE IT FURTHER RESOLVED that upon approval of its application by the State of Minnesota DEED, the City Administrator, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

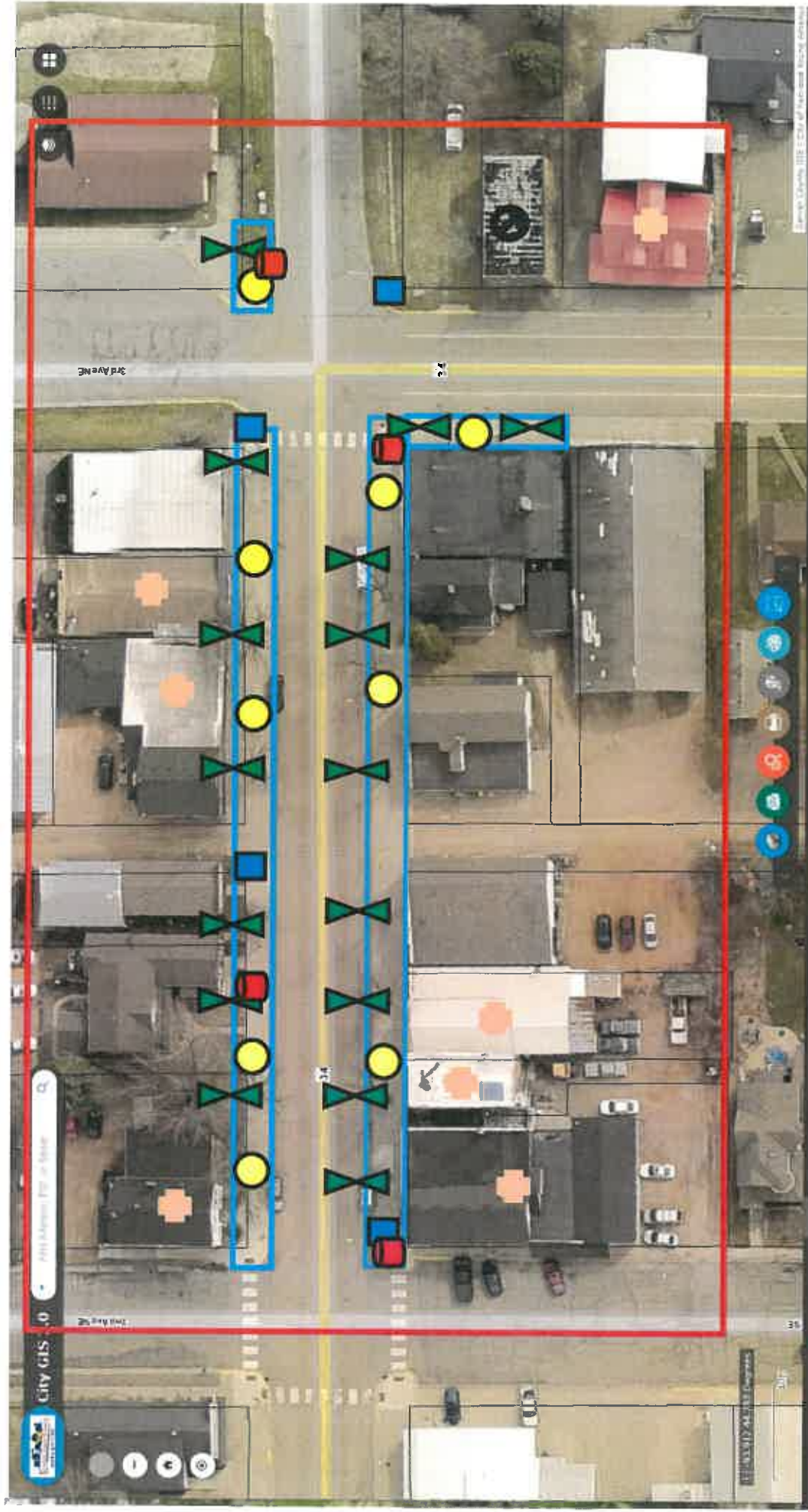
Adopted by the City Council this 8th day of November 2021.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk/Treasurer

200 Block of Main Street Streetscape Proposal



- | | | | | | |
|---|----------------------------|---|--|---|-------------|
|  | Decorative Cement Planter |  | Decorative Tree |  | Substandard |
|  | 5-B rate LED Acorn Fixture |  | 4-B rate LED Cobra Fixture |  | Dilapidated |
|  | Sidewalk Replacement |  | Target Area for SCDP Streetscape Application | | |



To: Mayer Lagergren and Council Members
From: Angela Brumbaugh, City Clerk-Treasurer
Date: November 8, 2021
Subject: Notify Me Software

Whenever there is an issue such as needing to turn off water to residents, we run into how do we let people know they won't have water. Alicia contacted New Germany because she had heard they had software that would allow them to contact residents. They had given her the contact information for this software and have been pleased with it.

Notify Me is the software used to contact people whenever needed. Attached is the information that talks more about this software. This software has the capability of calling, texting, or emailing residents to keep them apprised of what is going on during a repair or any other thing we may find a use for it. The cost to the City is \$570 with 2,000 free alerts. Anything over the 2,000 would cost us .04 per alert. For example if we had used our 2,000 alerts and sent something to 200 cell phones, the cost would be an additional \$8.

We have included some of the information Notify Me sent to us to give you a better idea of areas that it could be used. We feel having this would help us inform a group of residents much easier if there is something that could affect them.

Recommendation:

Motion to approve the purchase of Notify Me software at a cost of \$570 per year with an additional fee if we surpass the free alerts.



Public Alert Messaging Starting at only \$245 a year!

Public Alert – Voice, Text, or Email w/attachments

Register Now & every year receive up to 8,000 Alerts Free

Public-Alert is an affordable program that provides alert messaging for all or selected residents and businesses. Your residents can receive messages on their smartphone, computer, tablets, or social media.

Remember: Alert Messaging can save lives and property!

Utility Department Alerts	Police Department Alerts	Fire Department Alerts
<ul style="list-style-type: none"> * Boil Water Alert * Weather Alert * Sprinkler Ban * Delay in Services * Community Assistance * Even Late Notices by phone 	<ul style="list-style-type: none"> * Amber Alert * Accident on Highway * Missing Person Alert * Bad Road Alert * Flood Alert * Traffic Alert 	<ul style="list-style-type: none"> * Ground Fire Alert * Area Fire Alert * Any Emergency * Send alert to Volunteer's
Send alerts to other cities	Send to other agencies	Notify other Fire Departments

This communication portal is instantaneous and can be used 24/7/365 days a year. Send alerts to all adults in a household, use multiple methods, including e-mail, text messaging, and voice alerts via cell phone or landline.

Public Alert uses the most advance text to voice function (no more recordings) Public Alerts can be in **English** or **Spanish**, **Male** or **Female**.

Since we use Voice, Text & Email we cover all methods to provide alerts to all age groups, especially the elderly who may not have email or text devices.

You can create/send Alerts from your Phone, Tablet, Laptop or Computer.

Call Ryan for a Quick 10 Minute Webinar or copy link below for youtube video

<https://www.youtube.com/watch?v=dPEKg71RX2k&feature=youtu.be>

(800) 657-0880

Cost for Public Alert system!

Level	Households	Public Alert Yearly Subscription	Free Alerts every year
Basic	0 - 200	\$245.00	2,000
Level 1	201 - 500	\$295.00	3,000
Level 2	501 - 1000	\$365.00	4,000
Level 3	1001 - 1500	\$570.00	5,000
Level 4	1500 - 2500	\$770.00	6,000
Level 5	2501 - 5000	\$985.00	8,000
Unlimited	All	\$1,500.00	20,000

If you use your free alerts (all most impossible) additional alerts are only .07 compared to our competitors of .07

- * User Friendly
- * Create & Send Alerts in 2 minutes
- * Create Alerts for 1 or 10,000
- * Links with your Utility Billing Data
- * Very affordable
- * Training included
- * Email Alerts are FREE!

If you use UBmax for Utility

Billing you can now upload/upgrade your data anytime, so you will always have current data in Public Alert!

Call us at (800) 657-0880 or e-mail us at ryan.davis@softlinedata.com

www.public-alert.com

Softline Data, Inc.

25 years Serving Cities, Town & Villages



Public Alert Messaging

To: Utility Board/City Council

We have requested to be included in your Council/Board meeting so that you may discuss the purchase of **Public Alert**. Although we will not be present, feel free to call us even during the meeting if you have any questions. In the mean time we hope this letter will answer questions or concerns you may have about the process or purchase of **Public Alert software**.

We understand how important it is that the Public Alert software purchase will work for your city/utility. Nothing is worse than purchasing software and finding out it does not work for you or you have to keep using inferior or costly software because you invested the money. *So we provide 90 days money back guarantee on Public Alert to be sure you are happy with your decision.*

Because billing clerks have a lot of duties we are open for support from 8am to 8pm central time. *We provide free startup training & free ongoing training webinars to refresh users as to updates, features & functions.*

The process of converting your data to Public Alert is **Free**. If you are using UBmax our software for utility billing we can export the data directly from the billing program. Or you can provide a Excel spreadsheet of your customers. *We provide a free program to collect and maintain your resident's information, or you can export the data from other programs you use like QuickBooks or a Billing Program you currently use.* Normally we can process the conversion in 1 working day.

Public Alert offers you the ability to create & send any message you need to notify your residents. They can be emergency alerts, informational alerts or even newsletters for the residents. Public Alert will connect with residents using the select method or all methods of communications..

Voice Alert (Text to voice phone call)

Text Alert (cell phone)

Email Alert (optional attachments)

To get you started we provide a minimum of 2,000 **free** alerts so that you can use Public Alert the same day we install the software. The quantity of free alerts depend on you population and in most cases you will not exceed the use of the free alerts, but if you did it is a cost of .04 per alert. An additional 1,000 alerts would cost only \$40 dollars.

I imagine it is hard to make a decision to purchase a program that you have never used or still be unsure of how it will work for you. It is also easy to put off purchasing Public Alert and there are many reasons that one can find, but none of them will outweigh the benefits of having the ability to alert residents of a Boil Water alert, Council Meeting Agenda, send a newsletter, a delay in services or even a movie in the park. Good communication is necessary in this time of emails, twitter, and online services

I hope I answered most of your questions. I have one suggestion left; please be sure the clerk/manager has called a few of our customers to ask them how they like Public Alert and our service. We have a list of clients using Public Alert. Please call me personally if you have any questions.

Ryan Davis

(800) 657-0880

ryan.davis@softlinedata.com



Date: November 8, 2021

To: Members of the City Council

From: Carol Lagergren, Mayor

Re: Closed Meeting

We will go into closed session pursuant to Minnesota Statutes section 13D.03 to discuss labor negotiations strategy. This is an allowable use under the Open Meeting Law.

John Edison from Rupp, Anderson, Squires and Waldspurger (Lead Negotiator for the City) will be with us to focus the discussion.

Norwood Young America