



CITY COUNCIL AGENDA

March 27, 2023

5:00 p.m.

Workshop

6:00 p.m.

City Council EDA Meeting & City Council Meeting

City Council Chambers

310 Elm Street W.

Norwood Young America, MN 55368

WORKSHOP

1. CALL THE WORKSHOP TO ORDER

- 1.1 Tacoma West Industrial Park 2nd Addition—Josh Eckstein, Bolton & Menk and Hannah Rybak, WSB Planning Consultant
- 1.2 Digital Council and Commission Packets Discussion—Council member Storms and Administrator Aukrust

EDA

2. CALL A MEETING OF THE EDA TO ORDER

- 2.1. Pledge of Allegiance
- 2.2. Approve Agenda
- 2.3. Approve the minutes of February 27, 2023
- 2.4. Adjournment

CITY COUNCIL MEETING

3. CALL A MEETING OF THE CITY COUNCIL TO ORDER

4. APPROVE AGENDA

5. 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 and 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.)

- 5.1 ***Beyond The Yellow Ribbon Proclamation—Mayor Lagergren***

6. 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 removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)

- 6.1. Approve minutes of March 13, 2023, City Council Meeting
- 6.1 Approve Payment of Claims
- 6.2 Exempt Gambling Permit
- 6.3 2023 Seasonal Pay Scale

7 PUBLIC HEARING

- 7.1 Public Hearing: Merger Street Presentation—Josh Eckstein, Bolton & Menk
Announce Public Hearing—Mayor Lagergren
Motion to Open Public Hearing
Public Comment

Motion to Close Public Hearing
Council Discussion

- 7.2 Resolution 2023-11 A Resolution Ordering Improvement and Preparation of Plans (Merger Street Infrastructure Improvement Project)—Josh Eckstein, Bolton & Menk
- 7.3 Public Hearing: Ordinance 358 An Ordinance Amending City Code Chapter 20. FEES Section 2000—Fee Schedule: Demolition Permits and Temporary/Seasonal Liquor License —Angela Brumbaugh, Clerk/Finance Director

Announce Public Hearing—Mayor Lagergren

Motion to Open Public Hearing

Public Comment

Motion to Close Public Hearing

Council Discussion

- 7.4 Ordinance 358 An Ordinance Amending City Code Chapter 20. FEES Section 2000—Fee Schedule: Demolition Permits and Temporary/Seasonal Liquor License (First reading)—Angela Brumbaugh, Clerk/Finance Director

8. OLD BUSINESS

9. NEW BUSINESS

- 9.1 Feasibility Study: Tacoma West Industrial Park 2nd Addition—Josh Eckstein, Bolton & Menk
- 9.2 Resolution 2023-12 Extension of Variance and Site Plan Approval: 117 Railroad Street West- Hannah Rybak, WSB Planning Consultant
- 9.3 Carver County Collaboration Agreement for ESRI Software—Angela Brumbaugh, Clerk/Finance Director
- 9.4 Advisory Commissions Guidelines—Karen Hallquist, Community and Economic Development Director and Administrator Aukrust
- 9.5 Resolution 2023-13 Decommission of Norwood Young America Skate Park—Karen Hallquist, Community and Economic Development Director

10. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

11. ADDITIONAL INFORMATION—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.

- Pay Equity Compliance Report

12. ADJOURNMENT

UPCOMING MEETINGS / EVENTS

April 7, 2023	NYA food distribution	2:00-3:00 PM
April 4, 2023	Planning Commission Meeting	6:00 PM
April 10, 2023	City Council Meeting	6:00 PM
April 12, 2023	Economic Development Commission Meeting	6:00 PM
April 18, 2023	Park and Recreation Commission Meeting	5:15 PM
April 20, 2023	Sr. Advisory	9:00 AM
April 24, 2023	City Council Workshop/EDA/Meeting	5:00 PM/6:00 PM



TO: Honorable Mayor Lagergren and City Council Members

FROM: Andrea Aukrust, City Administrator

DATE: March 27, 2023

RE: **Workshop Information: TWIP2 Addition Layout**

Concept and planning level work has been completed for the Tacoma West Industrial Park 2nd Addition. The attached proposed layout maximizes buildable area while keeping in mind sequential and orderly expansion to the south.

Previously completed planning-level work will be the foundation for the next steps, including the feasibility study, plans and specifications, and plat.

Recommended Motion:

Workshop discussion only.

Norwood Young America



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

March 22, 2023

City of Norwood Young America
Attn: Andrea Aukrust
310 W. Elm St.
P.O. Box 59
Norwood Young America, MN 55368

RE: Tacoma West Industrial Park 2nd Addition

Dear Ms. Aukrust:

Background:

Concept and planning level work has been completed for the above-mentioned project. Basic utility and stormwater facility layout has been developed as part of preliminary scoping and land purchase process. The attached proposed Industrial Park Expansion Layout was developed and reviewed by city staff to inform the land purchase and potential future expansion. The developed layout maximizes buildable area while keeping in mind sequential and orderly expansion to the south. This layout also optimizes utility extensions from existing locations to this area as well as provide efficient stub locations for future expansion.

Previously completed planning level work will be used as the foundation for next steps including the feasibility study, plans and specifications and plat. The development of City infrastructure within the industrial park does not follow the normal developer proposed process because City staff and council have full control over the process. Next steps will involve a feasibility study, development of plans & specifications, combined preliminary and final plat process, advertising, bidding and then construction under a city lead construction contract.

Recommendations:

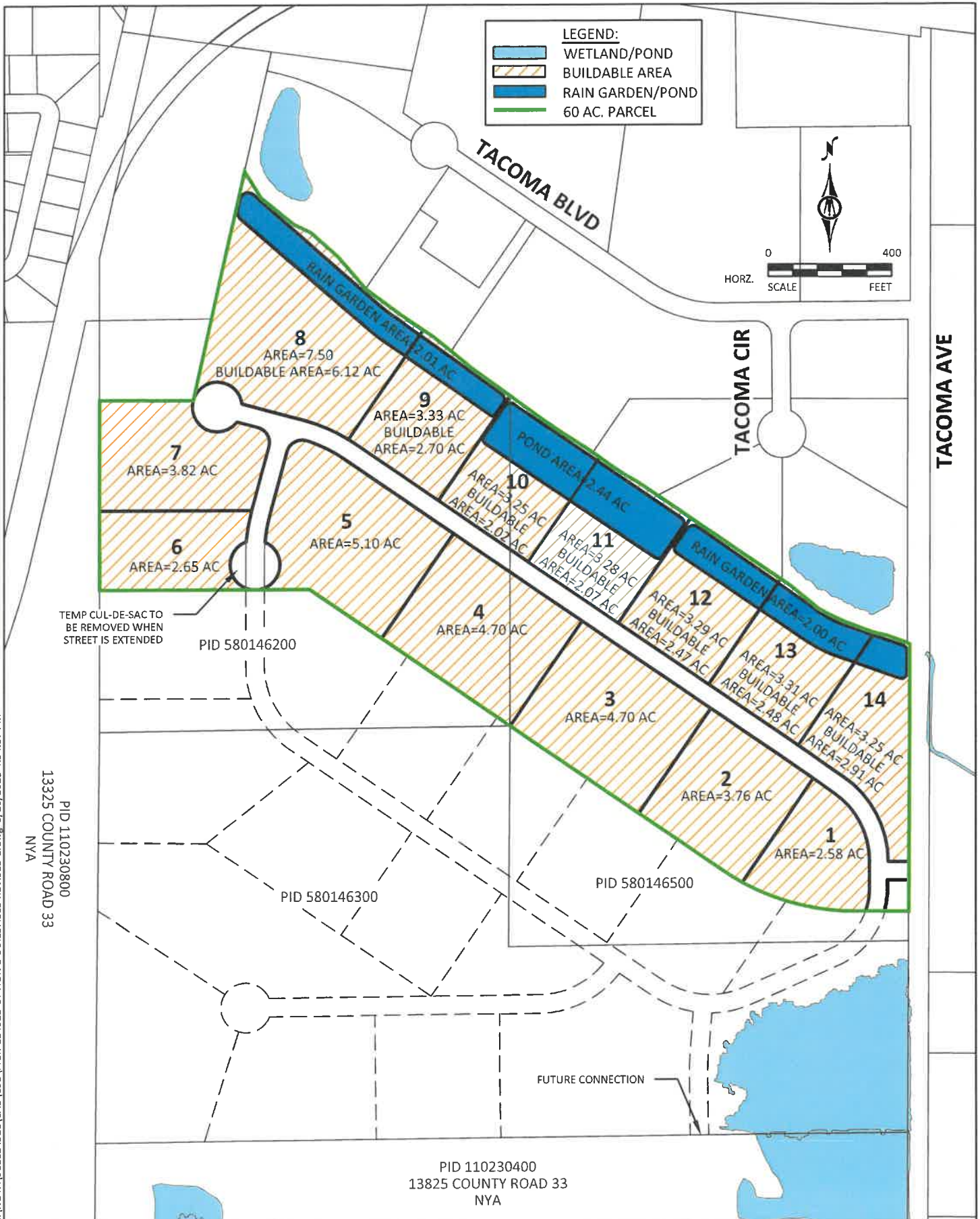
It is recommended to approve the Proposed Industrial Park Expansion Layout – 60ac as presented.

Please contact me if you have questions and I will be available at the next Council meeting to discuss these items in greater detail.

Sincerely,
Bolton & Menk, Inc.

Joshua Eckstein, P.E.

Cc: Jake Saulsbury, Bolton & Menk





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Recommendations:

It is recommended to approve the Proposed Industrial Park Expansion Layout – 60ac as presented.

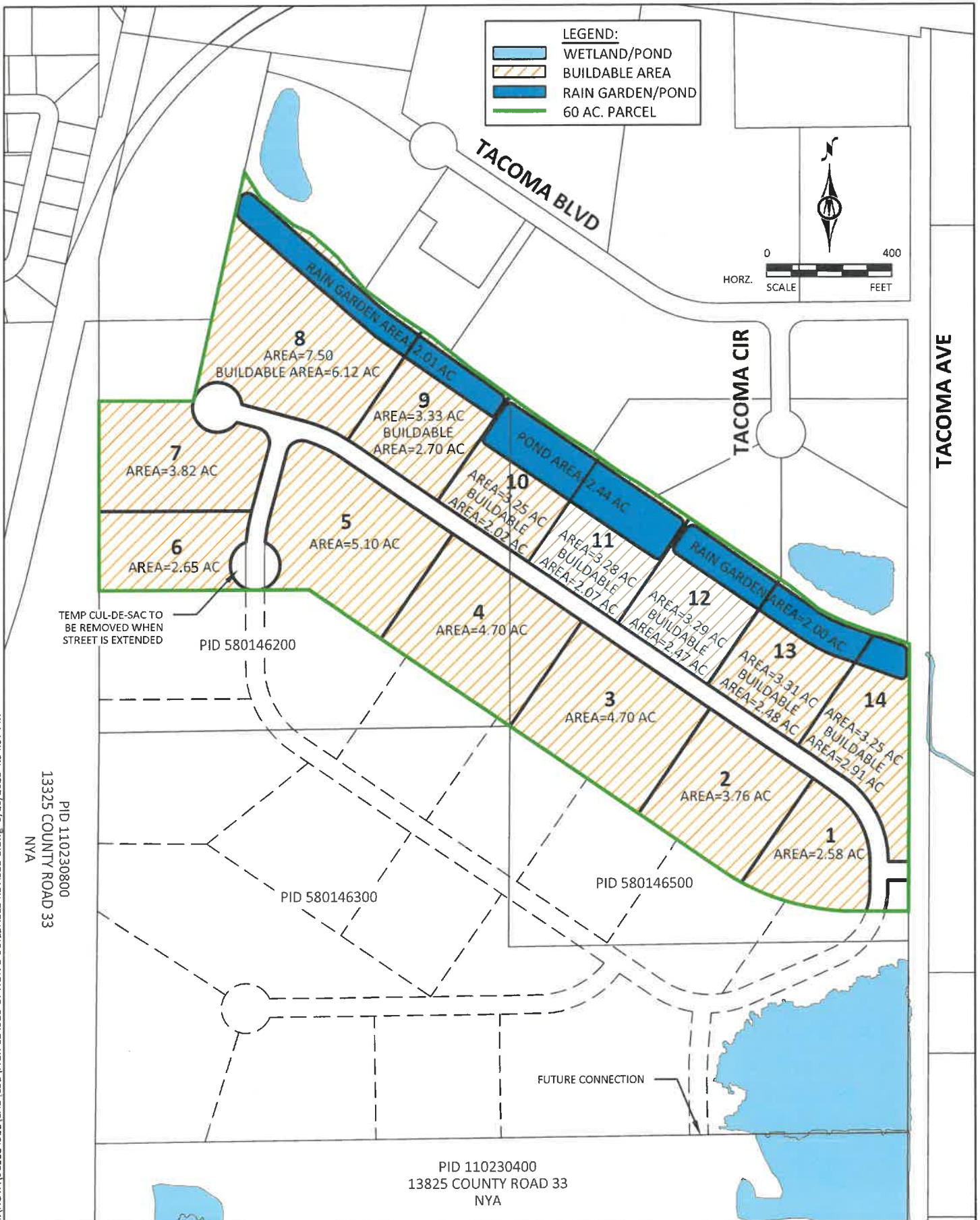
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Sincerely,

Bolton & Menk, Inc.

Joshua Eckstein, P.E.

Cc: Jake Saulsbury, Bolton & Menk





ECONOMIC DEVELOPMENT AUTHORITY MINUTES

February 27, 2023 – 6:00 PM

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

Attendance:

ATTENDEES: Carol Lagergren, Charlie Storms, Alan Krueger, Mike McPadden, and Brooke Allen

ABSENT:

STAFF: Andrea Aukrust (City Administrator), Angela Brumbaugh (City Clerk/Finance Director), and Karen Hallquist (Community and Economic Development Director)

OTHERS:

2. Call EDA Meeting to Order

Mayor Lagergren called the EDA meeting to order at 6:02 PM with five members present.

2.1 Pledge of Allegiance

The Pledge of Allegiance was said by all present

2.2 Approve Agenda

Motion: CS/MM to approve the agenda as submitted. Motion passed 5-0.

2.3 Approve minutes of January 23, 2023 meeting

Motion: MM/CS to approve the minutes as submitted. Motion passed 5-0.

2.4 Adjournment

Motion: CS/AK to adjourn at 6:03 PM. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Angela Brumbaugh, Clerk/Finance Director



TO: Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, Clerk/Finance Director

DATE: March 27, 2023

RE: Proclamation for Beyond the Yellow Ribbon

Attached is a proposed Proclamation proclaiming the month of April as Yellow Ribbon Month and April 22, 2023 as Yellow Ribbon Day.

Recommended Motion:

Motion to approve Beyond the Yellow Ribbon Proclamation.

City of Norwood Young America

Beyond the Yellow Ribbon Proclamation

WHEREAS, there are residents of Norwood Young America and surrounding communities who have served in the United States Armed Forces, or are actively serving in the United States Armed Forces throughout the world, to protect our community and country; and

WHEREAS, before military deployment, and after they return home from active duty, our Servicemen and Servicewomen are actively engaged and valuable citizens of our communities; and

WHEREAS, these Servicemen and Servicewomen contribute to the health, growth, and development of our communities in civil life; and

WHEREAS, their commitment to service inspires all Americans to similarly serve their communities and country.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby proclaims the month of April 2023 to be Yellow Ribbon Month, and April 22, 2023, to be Yellow Ribbon Day.

Adopted by the Norwood Young America City Council this 27th day of March 2023.

Carol Lagergren, Mayor
City of Norwood Young America



CITY COUNCIL MINUTES

March 13, 2023 – 6:00 p.m.

City Council Chambers

310 Elm Street W.

Norwood Young America, MN 55368

Attendance:

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

ABSENT:

STAFF: Karen Hallquist (Community and Economic Development Director), Angela Brumbaugh (Clerk/Finance Director), and Andrea Aukrust (City Administrator)

OTHERS:

1. CALL A MEETING OF THE CITY COUNCIL TO ORDER

Mayer Lagergren called the meeting to order at 6:00 pm with all members present.

- The Pledge of Allegiance was said by all present

2. APPROVE AGENDA

Add 7.6 – Agreements 2023-01 and 2023-02

CS/MM motion to approve the agenda with the addition of 7.6 Agreements 2023-01 and 2023-02 between the Twin Cities & Western Railroad Co and the City of Norwood Young America. Motion passed 4-0.

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 and 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 removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)

4.1. Approve February 23, 2023, City Council Meeting Minutes

4.2. Approve February 23, 2023, City Council Workshop Minutes

4.3. Approve Payment of Claims

CS/AK motion to approve the consent agenda as printed. Motion passed 5-0.

5. PUBLIC HEARING - none

6. OLD BUSINESS

6.1. Met Council: Industrial Park Expansion Comprehensive Plan Amendment update—
Administrator Aukrust

- The Met Council approved an amendment to the city's Comprehensive Plan at their March 1, 2023, meeting
- The amendment changes 92 acres from medium density to industrial

- The Comprehensive plan will need to be adjusted shortly to accommodate medium-density and affordable housing

6.2. Industrial Park Land Purchase Update—Administrator Aukrust

- Closing on March 14, 2023
- Will move forward with the next steps for the development of the land with the consultants
- We are currently researching grant opportunities to help offset infrastructure costs

7. New Business

7.1. Resolution 2023-09 A Resolution Confirming the Expiration and Termination of an Encroachment Agreement—Administrator Aukrust

- There are agreements for docks that encroach the land to access the lake
- Encroachment agreement with Mr. Hoen expired September 25, 2022
- Due to the expiration, Mr. Hoen currently has no legal rights to encroach upon the city-owned property
- No legal right to use and maintain an unpaved road over city-owned property, including but not limited to Outlot A, Preserve 4th Addition, or place a dock on city-owned shoreland
- The termination of these encroachments is necessary to get permission from the DNR to continue with plans for Outlot A

AK/CS motion to approve Resolution 2023-09 A Resolution Confirming the Expiration and Termination of an Encroachment Agreement. Motion passed 5-0.

7.2. Resolution 2023-10 A Resolution Terminating An Encroachment Agreement—Administrator Aukrust

- The agreement with Timothy Rohwer was designed to sunset at any time at the discretion of the city
- The City Attorney advised that it was in the city's interest to have both agreements sunset at the same time, or they could potentially never line up to terminate at the same time

MM/AK motion to approve Resolution 2023-10, A Resolution Terminating an Encroachment Agreement. Motion passed 5-0.

7.3. Norwood Young America Community Packet—Council member McPadden discussed the packet

- The Community Packet was created to advertise our community—to legislatures, potential new businesses or developers, etc.

7.4. Call for Public Hearing—Fee Schedule: Demolition Permits—Angela Brumbaugh, Clerk/Finance Director

MM/CS motion to call for a public hearing regarding the Fee Schedule in Chapter 20 of our City Code for 6 p.m. Monday, March 27th, 2023. Motion passed 5-0.

7.5. December 2022 Revenue/Expenditure Review—Angela Brumbaugh, Clerk/Finance Director

- Working on adjusting entries for any invoices that came in after December 31st, 2022
- Audit is being conducted this week

7.6. Agreements 2023-01 and 2023-02 Between TCW Railroad Co. and The City of Norwood Young America – Replacement of Railroad/Road Authority Crossing Surface on Tacoma Avenue and Faxon Road – Andrea Aukrust, City Administrator

- Joint undertaking to replace the crossing surfaces
- Quotes came in lower than expected
- Our portion totals \$56,586.98 plus any additional funding to complete the project

CS/BS motion to approve the 2023-01 and 2023-02 agreements between the Twin Cities and Western Railroad Co. and the City of Norwood Young America for the railroad/road crossing surface on Tacoma Avenue and Faxon Road in the amount of \$56, 586.98 and any necessary additional funding to complete the project. Motion passed 5-0.

8. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

- Allen – Parks & Rec meeting next week
- McPadden – No EDC meeting
- Lagergren – Transportation Alliance discussed additional money for Hwy 212 to cover inflation and the overpass by Bongards. The project will start in 2024 and is expected to be completed in 2026. Looking to make Hwy 5 a 4-lane by the Arboretum.
- City Day on the Hill – Legislative priorities, Cannabis, Affordable housing, and The Bonding Bill were all discussed, plus specifics of what our city could use for project funding were discussed individually with Rep. Harder and Sen. Gruenhagen
- Aukrust – Explained that to receive PFA funding, you need to be on the PPL (priority list), so the state can score our projects. The city currently added two projects. The city will get project information to Rep. Harder and Sen. Gruenhagen to write Bills and take the projects under their wing to help push them through. Also working on RFPs for seal coating, crack sealing, and trails

9. ADJOURNMENT

MM/CS motion to adjourn at 6:36 p.m. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Angela K. Brumbaugh, Clerk/Finance Director



more than a place, it's home.

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

To Be Approved: March 27, 2023

Payroll EFT

Check #	507834 - 507851	\$	24,922.97
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Voided Checks

Check #	34065	\$	(2,102,262.12)
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Prepays

Check #

Claims Pending Payment

Check #	34066 - 34108	\$	2,408,693.36
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Cardmember e-check

Grand Total	\$	<u>331,354.21</u>
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NORWOOD YOUNG AMERICA

03/24/23 5:08 PM

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*Check Detail Register©

Batch: 03272023AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
34066	03/27/23	ABDO LLP			
E 101-41500-301		Auditing and Acct g Serv	\$24,000.00	468658	AUDIT SERVICES
		Total	\$24,000.00		
34067	03/27/23	ARNOLDS OF GLENCOE, INC.			
E 101-43100-221		Repair/Maintenance Equip	\$145.28	P56347	FILTERS
		Total	\$145.28		
34068	03/27/23	AUKRUST, ANDREA			
E 101-41300-331		Travel/Meeting Expense	\$163.10		MILEAGE
		Total	\$163.10		
34069	03/27/23	BOLTON & MENK, INC			
E 494-43100-303		Engineering Fees	\$1,951.50	0307700	2ND AVE
E 101-41500-303		Engineering Fees	\$450.00	0307702	MISC ENG
E 101-41500-303		Engineering Fees	\$90.00	0307702	WMO
E 101-41500-303		Engineering Fees	\$30.00	0307702	WETLAND CONS
E 494-43100-303		Engineering Fees	\$30.00	0307702	2ND AVE
G 809-22100		Escrow Collected	\$30.00	0307702	CENTRAL SCHOOLS
G 806-22100		Escrow Collected	\$30.00	0307702	GREENWOOD MARINA
E 101-41500-303		Engineering Fees	\$22,105.50	307699	2023 PAVEMENT REHAB
E 601-49400-303		Engineering Fees	\$185.50	307701	WELLHEAD
		Total	\$24,902.50		
34070	03/27/23	BREMER BANK			
G 101-21718		HSA ACCOUNT	\$191.68		
		Total	\$191.68		
34071	03/27/23	CARVER COUNTY			
E 101-43100-224		Street Maint Materials	\$225.30	PW-6274	SEAL COAT CHIPS
		Total	\$225.30		
34072	03/27/23	CENTERPOINT ENERGY			
E 602-49450-383		Gas Utilities	\$14.14		830 ELM ST W
E 602-49450-383		Gas Utilities	\$14.33		918 SERENITY
E 602-49450-383		Gas Utilities	\$14.53		406 2ND AVE
E 601-49400-383		Gas Utilities	\$1,453.37		104 3RD AVE
E 602-49450-383		Gas Utilities	\$15.80		11 TRILANE
E 101-41940-383		Gas Utilities	\$945.83		310 ELM ST W
E 101-41940-383		Gas Utilities	\$200.02		318 ELM ST
E 101-45500-383		Gas Utilities	\$369.24		314 ELM ST
E 601-49400-383		Gas Utilities	\$14.18		640 TACOMA BLVD
		Total	\$3,041.44		
34073	03/27/23	CITIZEN STATE BANK HSA ACCTS			
G 101-21718		HSA ACCOUNT	\$950.00		
		Total	\$950.00		
34074	03/27/23	CITIZENS BANK MN			
G 101-21718		HSA ACCOUNT	\$375.00		

NORWOOD YOUNG AMERICA

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*Check Detail Register©

Batch: 03272023AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$375.00		
34075	03/27/23	DELTA DENTAL			
G 101-21714		Dental Insurance	\$1,045.38		INSURANCE
Total			\$1,045.38		
34076	03/27/23	EDAM			
E 101-46500-433		Dues and Subscriptions	\$350.00	11065	2023 WINTER CONFERENCE
Total			\$350.00		
34077	03/27/23	FIRE SAFETY USA			
E 101-42200-240		Small Tools and Minor Eq	\$215.00	170335	ROPE BAG
Total			\$215.00		
34078	03/27/23	HALLQUIST, KAREN			
E 101-46500-331		Travel/Meeting Expense	\$87.77		MILEAGE
Total			\$87.77		
34079	03/27/23	HAWKINS INC			
E 101-49860-216		Chemicals and Chem Pro	\$30.00	6422699	SWIMMING POOL
E 601-49400-216		Chemicals and Chem Pro	\$10.00	6423129	WATER
Total			\$40.00		
34080	03/27/23	IMAGETREND, INC			
E 101-42200-433		Dues and Subscriptions	\$278.23	139024	ANNUAL FEE
Total			\$278.23		
34081	03/27/23	JAUS, RODNEY			
E 602-49450-331		Travel/Meeting Expense	\$121.84		
Total			\$121.84		
34082	03/27/23	JENSEN, KENNETH			
R 601-49400-36200		Miscellaneous Revenues	\$203.84		OVERPAYMENT OF FINAL
Total			\$203.84		
34083	03/27/23	KAEDING ARCHITECTURE LLC			
E 275-45200-302		Architects Fees	\$14,130.28	2354	OLD TOWN
Total			\$14,130.28		
34084	03/27/23	KRUEGER, ALLAN			
E 101-41110-331		Travel/Meeting Expense	\$99.00		CITY DAY ON THE HILL
Total			\$99.00		
34085	03/27/23	LMCIT			
E 101-49800-360		Insurance	\$957.00		BUS
E 101-42200-360		Insurance	\$12,508.85		FIRE DEPT
E 101-43100-360		Insurance	\$11,711.05		HWY
E 601-49400-360		Insurance	\$24,557.05		WATER
E 602-49450-360		Insurance	\$26,751.05		SEWER
E 101-41940-360		Insurance	\$22,320.87		GENERAL GOVT
E 101-45200-360		Insurance	\$23,407.20		PARKS
E 101-41400-360		Insurance	\$7,215.93		CLERK

NORWOOD YOUNG AMERICA

03/24/23 5:08 PM

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*Check Detail Register©

Batch: 03272023AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41400-151		Workers Comp: Insurance	\$3,211.83		WORK COMP
E 101-41110-151		Workers Comp: Insurance	\$236.14		WORK COMP
E 101-41940-151		Workers Comp: Insurance	\$1,664.95		WORK COMP
E 101-42200-151		Workers Comp: Insurance	\$23,605.29		WORK COMP
E 101-43100-151		Workers Comp: Insurance	\$31,372.20		WORK COMP
E 101-45200-151		Workers Comp: Insurance	\$9,905.84		WORK COMP
E 101-49860-151		Workers Comp: Insurance	\$2,185.14		WORK COMP
E 601-49400-151		Workers Comp: Insurance	\$5,051.31		WORK COMP
E 602-49450-151		Workers Comp: Insurance	\$6,180.67		WORK COMP
		Total	\$212,842.37		
34086	03/27/23	MARCO TECHNOLOGIES LLC			
E 101-41400-437		Maintenance Contract	\$154.00	INV11011100	CONTRACT BASE
E 101-41400-437		Maintenance Contract	\$1,847.98	INV11021692	MANGAED IT
		Total	\$2,001.98		
34087	03/27/23	MAYER LUMBER CO. INC.			
E 101-45200-223		Repair/Maintenance Bldg/	\$260.99	227200	STIFTUNGSFEST
		Total	\$260.99		
34088	03/27/23	METRO FIBERNET LLC			
E 101-41940-321		Telephone	\$132.86		
E 601-49400-321		Telephone	\$53.14		
E 602-49450-321		Telephone	\$53.14		
E 101-42200-321		Telephone	\$53.14		
E 101-43100-321		Telephone	\$37.20		
E 101-45200-321		Telephone	\$15.94		
E 101-49860-321		Telephone	\$26.57		
E 101-41940-321		Telephone	\$79.72		
E 101-41300-321		Telephone	\$46.09		
E 101-41320-321		Telephone	\$46.09		
E 101-41400-321		Telephone	\$46.09		
E 101-46500-321		Telephone	\$15.36		
E 101-42100-321		Telephone	\$76.82		
E 101-45500-321		Telephone	\$76.84		
		Total	\$759.00		
34089	03/27/23	MID-COUNTY CO-OP OIL ASSN			
E 101-42200-212		Motor Fuels	\$594.00	66519	DYED DIESEL
E 101-43100-212		Motor Fuels	\$514.23	66519	DYED DIESEL
E 101-45200-212		Motor Fuels	\$220.38	66519	DYED DIESEL
E 101-43100-212		Motor Fuels	\$586.87	66547	DYED DIESEL
E 101-45200-212		Motor Fuels	\$251.52	66547	DYED DIESEL
		Total	\$2,167.00		
34090	03/27/23	MINN POLLUTION CONTROL AGENCY			
E 602-49450-207		Training Instructional	\$390.00		JAUS BIOSOLIDS
		Total	\$390.00		
34091	03/27/23	NIELSEN, MELISSA			

NORWOOD YOUNG AMERICA

03/24/23 5:08 PM

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*Check Detail Register©

Batch: 03272023AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
R 601-49400-36200		Miscellaneous Revenues	\$183.35		OVERPAYMENT OF FINAL
		Total	\$183.35		
34092	03/27/23	NORTHWOODS BANK			
G 101-21718		HSA ACCOUNT	\$241.68		
		Total	\$241.68		
34093	03/27/23	OPTUM BANK			
G 101-21718		HSA ACCOUNT	\$289.34		
		Total	\$289.34		
34094	03/27/23	PRO AUTO & TRANSMISSION REPAIR			
E 101-43100-221		Repair/Maintenance Equip	\$151.57	106266	2019 KUBOTA UTV
		Total	\$151.57		
34095	03/27/23	RAKOW, CARMEN			
E 101-45200-432		Refund	\$190.00		PARTIAL DAMAGE DEPOSIT
		Total	\$190.00		
34096	03/27/23	RITEWAY BUSINESS FORMS			
E 101-41400-200		Office Supplies	\$236.45	23-30563	LASER CHECKS
		Total	\$236.45		
34097	03/27/23	RUPP, ANDERSON, SQUIRES, PA			
E 101-41500-304		Legal Fees	\$2,671.50		INDUSTRIAL PARK
E 101-41500-304		Legal Fees	\$1,794.00		PARKS
E 101-41500-304		Legal Fees	\$324.91		MISC
		Total	\$4,790.41		
34098	03/27/23	SCHIROO ELECTRICAL REBUILDING			
E 101-43100-221		Repair/Maintenance Equip	\$835.80	100112	SNOW BLOWER REPAIR
		Total	\$835.80		
34099	03/27/23	SCHMIDT CHIROPRACTIC			
E 101-43100-208		Medical-Physicals	\$115.00	4	DOT EXAM
		Total	\$115.00		
34100	03/27/23	SECURITY BANK & TRUST			
G 101-21718		HSA ACCOUNT	\$862.52		
		Total	\$862.52		
34101	03/27/23	SOUTH POINT FINANCIAL			
G 101-21718		HSA ACCOUNT	\$375.00		
		Total	\$375.00		
34102	03/27/23	STREICH, MARK			
E 601-49400-331		Travel/Meeting Expense	\$112.53		
		Total	\$112.53		
34103	03/27/23	TITLE MARK			
E 493-46500-500		Capital Outlay	\$2,102,256.12		INDUSTRIAL PARK PURCHASE

NORWOOD YOUNG AMERICA

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*Check Detail Register©

Batch: 03272023AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$2,102,256.12		
34104	03/27/23	ULTIMATE SAFETY CONCEPTS, INC.			
E 101-42200-542		FD Equipment	\$1,305.97	204297	GAS CO MONITOR
Total			\$1,305.97		
34105	03/27/23	US POSTAL SERVICE			
E 601-49400-350		Print/Publishing/Postage	\$194.37		APRIL UTILITY BILLS
E 602-49450-350		Print/Publishing/Postage	\$194.37		APRIL UTILITY BILLS
E 603-49500-350		Print/Publishing/Postage	\$194.38		APRIL UTILITY BILLS
Total			\$583.12		
34106	03/27/23	WATER CONSERVATION SERVICE INC			
E 601-49400-223		Repair/Maintenance Bldg/	\$1,843.40	13117	LEAK LOCATE
Total			\$1,843.40		
34107	03/27/23	WSB			
E 101-41320-305		Other Professional Fees	\$650.00	R-021231-00	MISC PLANNING
E 101-41320-305		Other Professional Fees	\$1,950.00	R-021231-00	INDUSTRIAL PARK
Total			\$2,600.00		
34108	03/27/23	XCEL ENERGY			
E 101-43100-380		Street Lighting	\$102.65		313 CENTRAL AVE SIGN
E 101-45200-381		Electric Utilities	\$23.16		710 E RR ST
E 101-43100-381		Electric Utilities	\$90.45		300 FAXON RD
E 101-45200-381		Electric Utilities	\$27.07		228 N UNION
E 101-45200-381		Electric Utilities	\$44.77		228 N UNION LT 2
E 101-41940-381		Electric Utilities	\$886.70		
E 101-42200-381		Electric Utilities	\$92.08		
E 101-43100-380		Street Lighting	\$22.20		
E 101-43100-381		Electric Utilities	\$463.96		
E 101-45200-381		Electric Utilities	\$324.92		
E 601-49400-381		Electric Utilities	\$392.42		
E 602-49450-381		Electric Utilities	\$263.74		
Total			\$2,734.12		
10100 CHECKING			\$2,408,693.36		

NORWOOD YOUNG AMERICA

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*Check Detail Register©

Batch: 03272023AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary

10100 CHECKING

101 GENERAL FUND	\$221,803.01
275 CAPITAL	\$14,130.28
493 Industrial Park Land (2nd Add)	\$2,102,256.12
494 2nd Ave PHASE II	\$1,981.50
601 WATER FUND	\$34,254.46
602 SEWER FUND	\$34,013.61
603 STORM WATER UTILITY	\$194.38
806 Escrow - Greenwood Marina 2021	\$30.00
809 Escrow - Central Schools	\$30.00
	\$2,408,693.36



TO: Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, Clerk/Finance Director

DATE: March 27, 2023

SUBJECT: Application for Exempt Gambling Permit – The Young America Baseball Club, Inc

The Young America Baseball Club has submitted MN Form LG220 Application for Exempt Permit. This permit authorizes the organization to conduct lawful gambling for five or less days and award less than \$50,000 in prizes during a calendar year.

Minnesota Gambling Control Board requires the City Council approve the permit application before it will issue the permit.

Recommended Motion:

Motion to approve The Young America Baseball Club, Inc. application for exempt Gambling Permit for July 15, 2023.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: The Young America Baseball Club, Inc.

Previous Gambling Permit Number: X- 10010-22-001

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 11 Central Avenue North

City: Norwood Young America State: MN Zip: 55397 County: Carver

Name of Chief Executive Officer (CEO): Chad D. Eischens

CEO Daytime Phone: _____ CEO Email: _____

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Willkommen Memorial Park

Physical Address (do not use P.O. box): 21 Main Street East, Norwood Young America, MN 55397

Check one:

☒ City: Norwood Young America Zip: 55397 County: Carver

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 7/15/23

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, Clerk/Finance Director

DATE: March 27, 2023

RE: Salary Schedule for Seasonal Employees

Attached is a salary schedule for the seasonal employees. The salary schedule with David Drown and Associates (DDA) doesn't include seasonal positions but this schedule does agree with the thoughts for seasonal employees prior to the study by DDA.

Recommended Motion:

A motion to approve the 2023 Salary Schedule for Seasonal Employees.

Salary Schedule - Seasonal Positions

2023 Salary Schedule											
\$ 1.00 4%											
Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Lifeguard	1	\$ 14.05	\$ 14.40	\$ 14.76	\$ 15.13	\$ 15.51	\$ 15.90	\$ 16.29	\$ 16.70	\$ 17.12	\$ 17.55
WSI, PSW1	2	\$ 14.66	\$ 15.03	\$ 15.41	\$ 15.79	\$ 16.19	\$ 16.59	\$ 17.01	\$ 17.43	\$ 17.87	\$ 18.31
OC Mgr	3	\$ 15.30	\$ 15.68	\$ 16.07	\$ 16.47	\$ 16.89	\$ 17.31	\$ 17.74	\$ 18.18	\$ 18.64	\$ 19.11
Pool Mgr	4	\$ 15.97	\$ 16.37	\$ 16.78	\$ 17.20	\$ 17.63	\$ 18.07	\$ 18.53	\$ 18.99	\$ 19.46	\$ 19.95

SEASONAL



TO: Honorable Mayor Lagergren and City Council Members
FROM: Andrea Aukrust, City Administrator
DATE: March 27, 2023
RE: Merger Street Improvements Public Hearing Presentation

Josh Eckstein of Bolton & Menk will present information on the Merger Street Improvements.

- General Project Timeline
- Project Scope & Cost Information
- Project Financing & Funding
- City Assessment Policy & Assessment Area Map
- Project Cost Summary & Next Steps
- Questions, Comments, and Discussion

Recommended Motion:

This is for informational purposes only. No action is taken during the public hearing.

Norwood Young America



**BOLTON
& MENK**
Real People. Real Solutions.

City of Norwood Young America Merger Street Improvements Improvement Hearing




Norwood Young America
more than a place, it's home.

March 27, 2023

1

Presentation Format

- General Project Timeline
- Project Scope & Cost Information
- Project Financing & Funding
- City Assessment Policy & Assessment Area Map
- Project Cost Summary & Next Steps
- Questions / Comments / Discussion



2

General Project Timeline

- To Date the Following Items Have Been Completed:
 - City Council Authorized the Preliminary Project Items
 - Completed Topographic Survey Work
 - Completed the Feasibility Study
 - Approved the Feasibility Study & Called for a Public Hearing
- Items Remaining in Process:
 - Conduct Public Hearing (Tonight)
 - Authorize Final Design & Order Improvements
 - Complete Soil Borings & a Geotechnical Evaluation
 - Complete an Assessment Benefit Evaluation
 - Receive Plans and Specs / Authorize Advertising for Bids
 - Open Bids and Award Contract
 - Conduct a Neighborhood Meeting (Optional)
 - Construct Project
 - Hold a Final Assessment Public Hearing
 - Close Out Project



3

Proposed Improvements – Street / Storm Sewer

- Street Improvements
 - Existing Street Width = 41 Feet
 - Proposed Street Width = 41 Feet
 - No sidewalks
 - Concrete curb and gutter
- Storm Sewer Improvements
 - Replace & Expand Existing Storm Sewer System
 - Add Drantile & Sump Pump Service Connections

- Total Estimated Street Project Cost = \$642,000
- Total Estimated Storm Sewer Cost = \$55,000



4

Proposed Improvements – Sanitary Sewer / Water

- Sanitary Sewer
 - Replace Manholes
 - Line Sewer Mains
- Water System
 - Replace 6-Inch Cast Iron Main with 8-Inch PVC Main
 - Replace/Add Hydrants & Gate Valves
 - Replace Services from Main to Curb Stop



Total Estimated Sanitary
Sewer Project Cost =
\$89,000

Total Estimated Water
System Project Cost =
\$214,000



5

Project Financing & Funding

- Project Financing Through the Sale of a Bond
- Likely a Combined Bond Including, but not Limited to, the Following Options:
 - MN Statute Chapter 429 General Obligation Bond for Street, Storm Sewer, and Utility Items
 - MN Statute Chapter 115 Sanitary Sewer Revenue Bond for Sanitary Sewer Items
 - MN Statute Chapter 444 Water Revenue Bond for Water System and Drainage Items
- Recommend the City Discuss Financing/Bonding Options in More Detail with Your Financial Consultant after a Final Project Scope has been Determined
- Proposed Project Funding Sources
 - Special Assessments
 - Sewer Fund
 - Water Fund
 - Stormwater Fund
 - Property Tax Revenue



6

Assessment Policy Review

- The City's Assessment Policy Provides a Uniform and Equitable Policy for All Property Owners
- Assessments for the Project were Calculated per City Policy:
 - 50% of Project Costs Assessed for Standard Residential Street Improvements on a Unit Basis
 - 50% of Watermain Assessed on a Unit Basis
 - Storm Sewer Work, Sanitary Manhole/Lining Work, and Extra Depth/Width of Street not Assessed



7

Assessment Area Map

- 8 Properties Located in the Project Area
- Estimated Street Reconstruction Cost Per Unit = \$17,576
- Estimated Watermain Cost Per Unit = \$13,359
- Assessment Benefit Evaluation Process Recommended & Will Likely Reduce Assessments



8

Project Cost Summary

- Total Estimated Project Cost = \$999,928
- Total Estimated Assessed Amount (Per Policy) = \$313,400
- Total Estimated City Cost = \$686,527
 - Amount Likely To Increase if Assessment Benefit Evaluation Completed
- Estimated Bond Rate = 4.0% at a 10-Year Term
- Due to the Unique Project Area/Scope and the High Preliminary Assessments, it is Recommended to Complete an Assessment Benefit Evaluation



9

Next Steps

- Conduct Improvement Hearing (Tonight)
- Order Improvements (Requires 4/5 Vote)
- Complete Assessment Benefit Evaluation
- Final Design / Preparation of Plans and Specifications
- Advertise Project, Open Bids, and Award Project
- Conduct Neighborhood Meeting (Optional)
- Substantially Construct Project
- Conduct Assessment Hearing
- Certify Assessment Roll
- Complete Construction and Close Out Project



10

Questions / Comments / Discussion





TO: Honorable Mayor Lagergren and City Council Members

FROM: Andrea Aukrust, City Administrator

DATE: March 27, 2023

RE: Resolution 2023-11 A Resolution Ordering Improvement and Preparation of Plans

The Norwood Young America City Council, at their February 27, 2023, regular City Council meeting, approved Resolution 2023-07, which fixed a date for a public hearing on the proposed Merger Street Infrastructure Improvement Project. The project includes street, drainage, and utility system improvements to Merger Street from Highway 212 to Hill Street.

- Proper notice was mailed ten days prior to the public hearing
- Publication of the public hearing for two weeks was given
- The public hearing was held on March 27, 2023, in the NYA City Council Chambers
- The City Council has been advised by the consulting engineers that said improvement is necessary, cost-effective, and feasible, as detailed in the Feasibility Study
- The engineer, Bolton & Menk, Inc., shall prepare plans and specifications for the making of such improvements

Recommended Motion:

Motion to approve Resolution 2023-11 Ordering Improvement and Preparation of Plans for the Merger Street Infrastructure Improvement Project.

Norwood Young America

**CITY OF NORWOOD YOUNG AMERICA
RESOLUTION 2023-11**

**RESOLUTION ORDERING IMPROVEMENT
AND PREPARATION OF PLANS**

WHEREAS, the Norwood Young America City Council at their February 27, 2023 regular City Council meeting approved Resolution 2023-07, which fixed a date for a public hearing on the proposed Merger Street Infrastructure Improvement Project. The project includes street, drainage, and utility system improvements to Merger Street from Highway 212 to Hill Street, and

WHEREAS, ten (10) days' mailed notice and two (2) weeks' published notice of the hearing was given, and the hearing was held in the Council Chambers at Norwood Young America City Hall, 310 Elm St W, on the 27th day of March, 2023, at which all persons desiring to be heard were given an opportunity to be heard thereon,

NOW THEREFORE, BE IT RESOLVED THAT

1. The City Council has been advised by the consulting engineers that said improvement is necessary, cost-effective, and feasible as detailed in the Feasibility Study.
2. Such improvement is hereby ordered as proposed in the City Council Resolution adopted on the 27th day of February, 2023.
3. The engineer, Bolton & Menk, Inc., shall prepare plans and specifications for the making of such improvements.
4. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted by the council this 27th day of March, 2023.

Approved:

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk



To: Mayer Lagergren and Council Members
From: Angela Brumbaugh, Clerk/Finance Director
Date: March 27, 2023
Subject: Public Hearing - Ordinance No 358 - Fee Schedule (1st Reading)

Attached is the 2023 Fee Schedule with the following proposed changes (highlighted in yellow):

- Residential Demolition Permits – Based on valuation with a minimum fee of \$99 + \$1 surcharge, whichever is great + \$25 admin fee. Our building official receives the fee based on valuation or minimum fee. \$1 is submitted to the State and \$25 is for staff time.
- Commercial Demolition Permits - Based on valuation with a minimum fee of \$199 + \$1 surcharge, whichever is great + \$25 admin fee. Our building official receives the fee based on valuation or minimum fee. \$1 is submitted to the State and \$25 is for staff time.
- Temporary Liquor License - \$50, this would agree with the seasonal intoxicating license which is for staff time.
- Seasonal Intoxicating Liquor License - \$50, we have not included a seasonal license in the past and should have one which would cover a Baseball team. This agrees with other Cities in the area.

Recommended Motion:

Motion to close the public hearing regarding the Fee Schedule.



2023 FEE SCHEDULE Public Hearing

3/27/2023

2023 Fee

BUSINESS SERVICES / MISCELLANEOUS

Staff Time - Regular Hours	per hour	55.00
Staff Time - After Hours	per hour	85.00
Public Notice		75.00
Notary Public		N/C
Golf Cart Permit	annual license	10.00
ATV Permit	annual license	10.00
On-Site Parking Permit	per vehicle, per year	10.00
Copy Cost	per page	0.25
Fax Cost	per page	1.00
Credit Card Payment Fee	5% of charge amount	5%
Laminating Costs	per page, up to size 8 1/2 x 11	2.50
Certification Fee	per assessment	25.00
Special Assessment Search		30.00
Returned Check Charge		35.00
Peddler License	annual license	100.00
Solicitor License	annual license	100.00
Transient Merchant License	annual license	100.00
Waste Hauler Permit	tri-annual	100.00
Fire Works - Temporary Tent/Stand		350.00
Fire Works - Permanent Store		100.00
Cemetery Lot - Resident		400.00
Cemetery Lot - Non-Resident		600.00
Fire Department Service Call - Billing Rate (non-resident of fire district)	1st hour - minimum of 1 hour	500.00
Fire Department Service Call	each additional hour	300.00
Right Of Way Permit - business		100.00
Right Of Way Permit - residential		100.00

FINES & VIOLATIONS

False Alarm - rolling 12 month period		
First three offenses		Warning
4th offense		50.00
5th offense		100.00
6th offense		150.00
each additional offense increases in increments of \$50		
Sprinkling Ban Violation		
1st offense		Warning
2nd offense		50.00
3rd offense		100.00
each additional offense		200.00
Towing and Storage of Vehicles		Actual Cost
Nuisance Violation - rolling 12 month period		
1st offense		Warning
Offenses thereafter		administrative penalty + cost of abatement
Administrative Penalty		
1st offense		Warning
2nd offense		115.00
3rd offense		130.00
4th offense		150.00

2023 Fee

each additional offense increases in increments of \$50

Abatement Fees	Actual Cost
PLANNING - Application fees may require additional legal, engineering and associated costs.	
Infrastructure Deposit (refundable)	Amount may be different based on development 900.00
Excavation Permit	Actual Cost
Fill Permit	Actual Cost
General Sign Permit (no plan review required)	79.00 permit + 1.00 surcharge 80.00
Residential Demolition Permit	Based on valuation with a minimum fee of 99.00 permit + 1.00 surcharge, whichever is greater + \$25 admin fee 100.00
Commercial Demolition Permit	Based on valuation with a minimum fee of 199.00 permit + 1.00 surcharge, whichever is greater + \$25 admin fee 200.00
Comprehensive Plan Amendment/Change	fee + escrow* 500.00
City Code Amendment	Fee may be waived if the amendment benefits the entire community. 250.00
Conditional Use Permit - Residential	300.00
Conditional Use Permit - Non-Residential	300.00
Interim Use Permit - Residential	300.00
Interim Use Permit - Non-Residential	300.00
Rezoning Application	400.00
Variance - Residential	300.00
Variance - Non-Residential	300.00
Street/Alley/Easement Vacation Application Fee	300.00
Annexation Application Fee	300.00
Annexation Township Reimbursement Fee	250.00 per acre
Storm Water Plan	250.00
Wetland Mitigation Plan	Fee + Escrow 100.00
Parking Reduction	100.00
Application for Appeal	150.00
Carver County Recording Fee	Based on Carver County Fee Schedule
Site Plan Review	fee + escrow** 300.00
Lot Split	200.00
Boundary Line Adjustment	100.00
Sketch Plat Review	fee + escrow*** 200.00
Subdivision * Preliminary Plat	fee + \$10 per lot 350.00
Subdivision *Final Plat	fee + \$10 per lot 250.00
Planned Unit Development (PUD)	in addition to plat fees
Sketch Plan	fee + escrow* 200.00
General Concept Plan	fee + escrow 400.00
Final Plan	300.00
Plan Amendment	300.00
Developer Escrow Deposit (required payment by certified check)	
*Developer Escrow Deposit	up to 2,000.00
**Developer Escrow Deposit - Site Plan Review	5,000.00
**Developer Escrow Deposit - Site Plan Review Tacoma W Industl Park	15,000.00
***Developer Escrow Deposit - Development Review paid at Sketch Plan	10,000.00

PARK DEDICATION

Single Family	See Chapter 11 of the City Code for fee.
Two Family	See Chapter 11 of the City Code for fee.
Townhome	See Chapter 11 of the City Code for fee.
Multi-Family	See Chapter 11 of the City Code for fee.
Commercial/Industrial	See Chapter 11 of the City Code for fee.
Basin Connection	Actual Cost

If City Council determines land shall be dedicated, the following requirements shall be met:

	2023 Fee
Residential Subdivisions	10% of total property area
Non-Residential Subdivisions	5% of total property area

BUILDING PERMITS

Building Permit Fee Calculation

See the MN State's Uniform Building Code for full list of valuation.

Valuation	\$1 to 500	25.85
	\$501 to 2000	\$25.85 for the first 500 plus 3.36 for each additional 100 or fraction thereof, to and including 2,000
	\$2001 to 25,000	\$76.25 for the first 2000 plus 15.40 for each additional 1000 or fraction thereof, to and including 25,000
	\$25,001 to 50,000	\$430.45 for the first 25,000 plus 11.11 for each additional 1000 or fraction thereof, to and including 50,000
	\$50,001 to 100,000	\$708.20 for the first 50,000 plus 7.70 for each additional 1000 or fraction thereof, to and including 100,000
	\$100,001 to 500,000	\$1,093.20 for the first 100,000 plus 6.16 for each additional 1000 or fraction thereof, to and including 500,000
	\$500,001 to 1,000,000	\$3,557.20 for the first 500,000 plus 5.23 for each additional 1000 or fraction thereof, to and including 1,000,000
	\$1,000,001 and up	\$6,172.20 for the first 1,000,000 plus 4.02 for each additional 1000 or fraction thereof

Building Department Inspection Fees

Building Permit Fee	100% of above fee schedule + state surcharge
Residential Plan Check Fee	65% of building permit fee
Commercial Plan Check Fee	65% of building permit fee
Building Permit Investigation Fee	Work done without a permit. Fee is up to the actual permit amount.
Reinspection Fees/Additional Inspection fees	Each inspection 75.00
Moved-In House Permit Fee	fee + permit, plan review, state surcharge, fees for foundation, interior remodel, addition, garage 250.00
Mobile Home Move-In Permit	250.00
Moved-In Shed/Garage	fee + permit, plan review, state surcharge, fees for foundation, interior remodel, addition, garage 125.00
Heating/Cooling Permit - Residential	per fixture + \$1.00 state surcharge (included in fee) 80.00
Heating/Cooling Permit - Commercial	Based on value, 1997 fee schedule + 10%
Plumbing Permit	\$10 per fixture (8 + fixtures), min of 79.00 + 1.00 state surcharge 80.00
Residential Plbg Fixture Change Out (water heater/softener)	\$79.00 + \$1.00 state surcharge 80.00
Commercial/Industrial Plumbing Plan Review	See the MN State's Uniform Building Code for list of valuation.

GENERAL PERMITS (minor residential alteration)

Rewindow	79.00 permit + 1.00 state surcharge	80.00
Reside	79.00 permit + 1.00 surcharge	80.00
Reroof	79.00 permit + 1.00 surcharge	80.00
Fence - 7 feet tall or more	based on value	
Fence - under 7 feet tall	zoning permit required	50.00

RENTAL DWELLINGS

Rental Housing License - Initial Inspection Fee

Based on the number of units per address

1-4 units	per unit	95.00
5+ units	Units 1-4 = \$380 + \$55/unit	Based on #
Rental Dwelling Reinspection fee	per unit	75.00
Unlicensed Rental Dwelling Fines		250.00
Unlicensed fine	per day/per unit, charged until license is obtained	10.00
Rental Dwelling Violation		50.00
Violation fee	per day / per unit, charged until corrections are complete	10.00
Rental Complaint Inspections	each inspection	85.00

UTILITY CONNECTION CHARGES

Water main Trunk Charge	per ERU	3,900.00
Sewer main Trunk Charge	per ERU	3,900.00
Water Hook-up Charge		125.00
Sewer Hook-up Charge		125.00

		2023 Fee
Storm Sewer Trunk Charge	per ERU	750.00
Barnes Lake Outlet	per ERU	250.00
Tacoma Ave N Improvement Fee		634.00
SAC/WAC Fees	See Spreadsheet, Not to exceed	36,781.82
3/4" Residential Water Meter	includes meter, horn, swivels & remote	Cost + 10%
1" Residential Water Meter	includes meter, horn, swivels & remote	Cost + 10%
1 1/2" Commercial Water Meter	includes meter, flange, & remote	Cost + 10%
2" Commercial Water Meter	includes meter, flange, & remote	Cost + 10%
3" Commercial Water Meter	includes meter, flange, & remote	Cost + 10%
3/4" Residential Water Meter	meter only	Cost + 10%
1" Residential Water Meter	meter only	Cost + 10%
1 1/2" Commercial Water Meter	meter only	Cost + 10%
2" Commercial Water Meter	meter only	Cost + 10%
3" Commercial Water Meter	meter only	Cost + 10%
5/8 x 3/4 Meter Horn	each + sales tax	Cost + 10%
1" Meter Horn - no lead	each + sales tax	Cost + 10%
3/4 Swivel - no lead	each + sales tax	Cost + 10%
1" Swivel - no lead	each + sales tax	Cost + 10%
1" Male Swivel - no lead	each + sales tax	Cost + 10%
1" Solder Swivel - no lead	each + sales tax	Cost + 10%
Single Port Radio	each + sales tax	Cost + 10%
Dual Port Radio	each + sales tax	Cost + 10%
1 1/2" flange	each + sales tax	Cost + 10%
2" flange	each + sales tax	Cost + 10%
3" flange	each + sales tax	Cost + 10%
Remote Reader	replacement	Cost + 10%
Disconnect/Reconnect Charge	each	75.00
Interior Main line Valve Replacement Disconnect and Reconnect		50.00
Curb Box Cover	each + sales tax	Cost + 10%
UTILITY RATES		
Late Payment Penalty	% of unpaid balance	10%
Water		
Residential Water Base Charge	per unit, per month	16.00
Commercial Water Base Charge	per unit, per month	28.00
Residential Water Usage Charge (Per 1,000 gallons)	Tier I - 0 to 6,000 gallons used	3.45
	Tier II - 6,001 to 52,000 gallons used	4.46
	Tier III - 52,001 to 88,000 gallons used	5.25
	Tier IV - 88,001+ gallons used	6.77
Commercial Water Usage Charge (Per 1,000 gallons)	Tier I - 0 to 6,000 gallons used	3.45
	Tier II - 6,001 to 52,000 gallons used	4.46
	Tier III - 52,001+ gallons used	5.25
Water Plant Charge	per unit, per month	8.20
Water Sales	private truck	25.00
	per 1000 gallons for NYA residents	3.60
	per 1000 gallons for non-residents	8.30
Sewer		
Residential Sewer Base Charge	per unit, per month	9.00
Commercial Sewer Base Charge	per unit, per month	9.00
Residential Sewer Usage Charge	per 1,000 gallons - based on average water used in winter qtr	7.16
Commercial Sewer Usage Charge	per 1,000 gallons - based on average water used in winter qtr	7.16
Sewer Plant Charge	per unit, per month	5.00
Storm Water Drainage		
REC Unit	per month	4.90
Special Parcels		
Impervious Area	per month	18.44/acre
Pervious Area	per month	5.81/acre

		2023 Fee
SF Attached (Townhouse)	per month	3.47
Commercial/Industrial		
0%-50% Impervious	per month	8.98/acre
>50%-75% Impervious	per month	13.69/acre
>75% Impervious	per month	16.84/acre
Open Space	per month	5.81/acre

EQUIPMENT - 1 hour minimum unless otherwise noted. In the case of a natural disaster, the following rates would be charged. Equipment is not available for rent in any other circumstances. All equipment requires operation by City Staff. Staff time is not included in the Equipment Fee.

City Staff Operation Fee	per hour	55.00
City Staff Operation Fee (after hours)	per hour	85.00
Bobcat S-250	per hour	100.00
Bucket Truck	per hour	150.00
Bus	per hour	25.00
Camera equipment	per hour	100.00
Dump Truck	per hour	100.00
Flail Mower	per hour	90.00
Jetter	per hour	300.00
Jetter plus Vacuum	per hour	500.00
Loader	per hour	150.00
Mower	per hour	50.00
Pick Up Truck	per hour	50.00
Push Camera	per occurrence	50.00
Rotary Mower	per hour	60.00
Snow Plow	per hour	150.00
Street Sweeper	per hour	150.00
Tanker w/ pump	per hour	100.00
Tractor	per hour	90.00
Vacuum	per hour	250.00
Utility Vehicle w/weed sprayer	per hour	75.00
Loader mounted snow blower	per hour	150.00
String Trimmer	per hour	50.00
Chainsaw	per hour	50.00
Line Striper	per hour	75.00
Brush Chipper	per hour	100.00
Utility Vehicle w/plow	per hour	100.00
4" pump	per hour	50.00
Salt	per ton	76.00
Trailer	per hour	50.00

LIQUOR LICENSE - Liquor licenses run from July 1 - June 30

On-Sale		
Intoxicating Liquor	per year	1,200.00
Wine	per year	100.00
Sunday Liquor Sales	per year	200.00
Pavilion Intoxicating Liquor	must have an NYA On-Sale Intoxicating Liquor License	N/C
3.2 Beer / Malt Liquor	per year	150.00
Temporary (1 - 3 day event or up to 12 days in calendar year)	50.00	25.00
Extended hours - 2am	per year	500.00
Seasonal Intoxicating Liquor License		50.00
Off-Sale		
Intoxicating Liquor	per year	200.00
3.2 Beer / Malt Liquor	per year	50.00
Miscellaneous Liquor License		
Consumption & Display Permit	per year	100.00
Malt Liquor or Set Up Holder Permit	per year	250.00
Liquor License Investigation Fee - new license	per year	500.00

		2023 Fee
Liquor License Investigation Fee - established renewal license	per year	100.00
ANIMALS		
Animal License or Duplicate Animal License	per year	5.00
Unlicensed fine	per fine	50.00
Animal pick-up charge	per event	50.00
Impound Expenses		Actual Cost
Animal running at large or creating nuisance		
1st offense		10.00
2nd offense		50.00
3rd offense		150.00
each additional offense		250.00
Backyard Chickens Permit	Biennial	50.00
ADULT USE		
Adult Use License Fee	per year	10,000.00
Adult Use Investigation Fee	per year	500.00
RENTAL FACILITIES		
<i>Willkommen Park Pavilion</i>		
Rental Fee (Resident of NYA)	per day	600.00
Rental Fee (Non-resident of NYA)	per day	900.00
NYA Civic Group, Local (City of NYA) Non-Profits, & School Testing	per day	N/C
Damage Deposit (required prior to event date)		300.00
Sound System	per event	50.00
Tap Rental / Cleaning	per event	30.00
Scheduled Early Entry / Exit	per day	250.00
Early / Late Entry - Two weeks or less prior to event date	per day	125.00
Willkommen Park Gazebo	per event	50.00
<i>Roy Clay Community Building</i>		
Rental Fee	per day	125.00
NYA Civic Group, Local (City of NYA) Non-Profits, & School Testing	per day	N/C
Damage Deposit (required prior to event date)		200.00
<i>Lion's Shelter</i>		
Rental Fee	per day	125.00
NYA Civic Group, Local (City of NYA) Non-Profits, & School Testing	per day	N/C
Damage Deposit (required prior to event date)		200.00
<i>Legion Pool Park</i>		
Rental Fee	per day	125.00
NYA Civic Group, Local (City of NYA) Non-Profits, & School Testing	per day	N/C
Damage Deposit (required prior to event date)		200.00



To: Mayer Lagergren and Council Members
From: Angela Brumbaugh, Clerk/Finance Director
Date: March 27, 2023
Subject: Ordinance No 358 – Fee Schedule (1st Reading)

Attached is Ordinance No. 358 regarding changes to the Fee Schedule, “Schedule A” Chapter 20, Section 2000.02.

This is the first reading and you will see it again at the next Council meeting. It does not go into effect until after the second reading and publication.

Recommended Motion:

Motion to approve the First Reading of Ordinance No. 358, an ordinance amending the Fee Schedule “Schedule A” Chapter 20, Section 2000.02 of the Norwood Young America City Code.

ORDINANCE NO. 358

AN ORDINANCE AMENDING THE FEE SCHEDULE "SCHEDULE A"
CHAPTER 20, SECTION 2000.02 OF THE NORWOOD YOUNG AMERICA CITY CODE

THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA HEREBY
ORDAINS:

WHEREAS, by Ordinance No. 185, the City Council adopted language for Chapter 20 "Fees," authorizing and establishing certain fees, charges, costs, and rates for licenses, permit applications, information, services, and other matters required or provided by the City; and

WHEREAS, the Fee Schedule for the said year was adopted and set forth as "Schedule A" in Section 2000.02 "Fee Schedule" as part of Ordinance No. 185; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwood Young America, Carver County, Minnesota, that the Fee Schedule established and authorized in Chapter 20, Section 2000.02, Schedule A, of the Norwood Young America City Code, adopted by Ordinance 185, is amended under this Ordinance No. 358, dated March 27th, 2023, a copy of which is attached and on file in the office of the City Clerk/Treasurer, is hereby approved and shall become effective upon its publication.

Adopted by the City Council this 27th day of March, 2023.

CITY OF NORWOOD YOUNG AMERICA

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, Clerk/Finance Director

Public Hearing: March 27, 2023
First Reading: March 27, 2023
Second Reading/Adoption: April 10, 2023
Publication: April 13, 2023



TO: Honorable Mayor Lagergren and City Council Members

FROM: Andrea Aukrust, City Administrator

DATE: March 27, 2023

RE: Tacoma West Industrial Park 2nd Addition Feasibility Study

The goal is to develop an understanding of the project needs to create the most cost-effective and efficient solutions for City facility expansion. The feasibility study will utilize and expand on already completed scoping work. Scoping work has been completed, which developed a concept layout, reviewed utility layouts, and evaluated future expansion. This work will be utilized as the foundation for the feasibility study document. Additionally, the study document will be used to provide project information needed for potential grant funding applications.

The proposed Feasibility Study would evaluate the 60-acre expansion area as well as lay the planning groundwork for future growth to the south. The estimated fee would be \$20,000 - \$25,000.

Recommended Motion:

Motion to authorize City Engineer Eckstein and City Administrator Aukrust to complete a Feasibility Study for municipal improvements, including streets, sewer, and water facilities within the Tacoma West Industrial Park 2nd Addition, including approval of the Proposed Industrial Park Expansion Layout as presented.

Norwood Young America



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

March 22, 2023

City of Norwood Young America
Attn: Andrea Aukrust
310 W. Elm St.
P.O. Box 59
Norwood Young America, MN 55368

RE: Tacoma West Industrial Park 2nd Addition

Dear Ms. Aukrust:

Pursuant to your request this letter outlines the assumptions and potential fees to complete a feasibility study document necessary to assist the City in determining needs, priorities, and cost implications associated with the Tacoma West Industrial Park 2nd Addition. Our goal is to develop an understanding of the project needs to create the most cost effective and efficient solutions for City facility expansion. This document will utilize and expand on already completed scoping work. Scoping work has been completed which developed a concept layout, reviewed utility layouts and evaluated future expansion. This work will be utilized as the foundation for the feasibility study document. Additionally, the study document will be used to provide project information needed for potential grant funding applications.

The proposed Feasibility Study would evaluate the 60acre expansion area as well as lay the planning groundwork for future growth to the south. The scope of work for our engineering services with regard to the Feasibility Study would be approximately as follows:

1. Evaluate the water system and determine the size and location of necessary trunk watermain locations. An evaluation would also be completed to confirm the City has adequate supply and storage facilities.
2. Evaluate the sanitary sewer system and determine the size and location of necessary sewer main locations. An evaluation would also be completed to locate any necessary permanent or temporary lift stations.
3. Evaluate the existing grades, wetlands, anticipated soils, etc. to estimate buildable areas.
4. Complete the preliminary design for a stormwater conveyance and ponding system that would meet the requirements for full build-out and development of shovel ready lots.
5. Evaluate stormwater treatment needs and solutions to meet watershed management organization requirements.
6. Evaluate the installation of private utilities.
7. Complete estimated quantities and cost estimates for all components of work.

8. Address financing and funding alternatives to meet the City's financial goals for the project. We will also work in conjunction with the City's financial consultant to complete this task.
9. Identify potential eligible grant funding opportunities. No work for grant application submittals is included in this scope of work or as part of this fee estimate.
10. Identify if an Environmental Assessment Worksheet or other environmental document will need to be completed.
11. Prepare a Feasibility Study summarizing the information in the tasks listed above and present recommendations along with a proposed schedule for proceeding with a project and implementing the improvements.
12. No survey, wetland delineation, or soil boring work would be included in the Feasibility Study phase. These items would be in addition to the cost below or would be completed in the final design phase if a project proceeds.

Based upon our understanding of the project and scope, we propose completing the Feasibility Study on an hourly basis in accordance with our current Fee Schedule for an estimated fee of **\$20,000 - \$25,000**.

Recommendations:

It is recommended to authorize the completion of a feasibility study as outlined above including approval of the attached Proposed Industrial Park Expansion Layout – 60ac as presented.

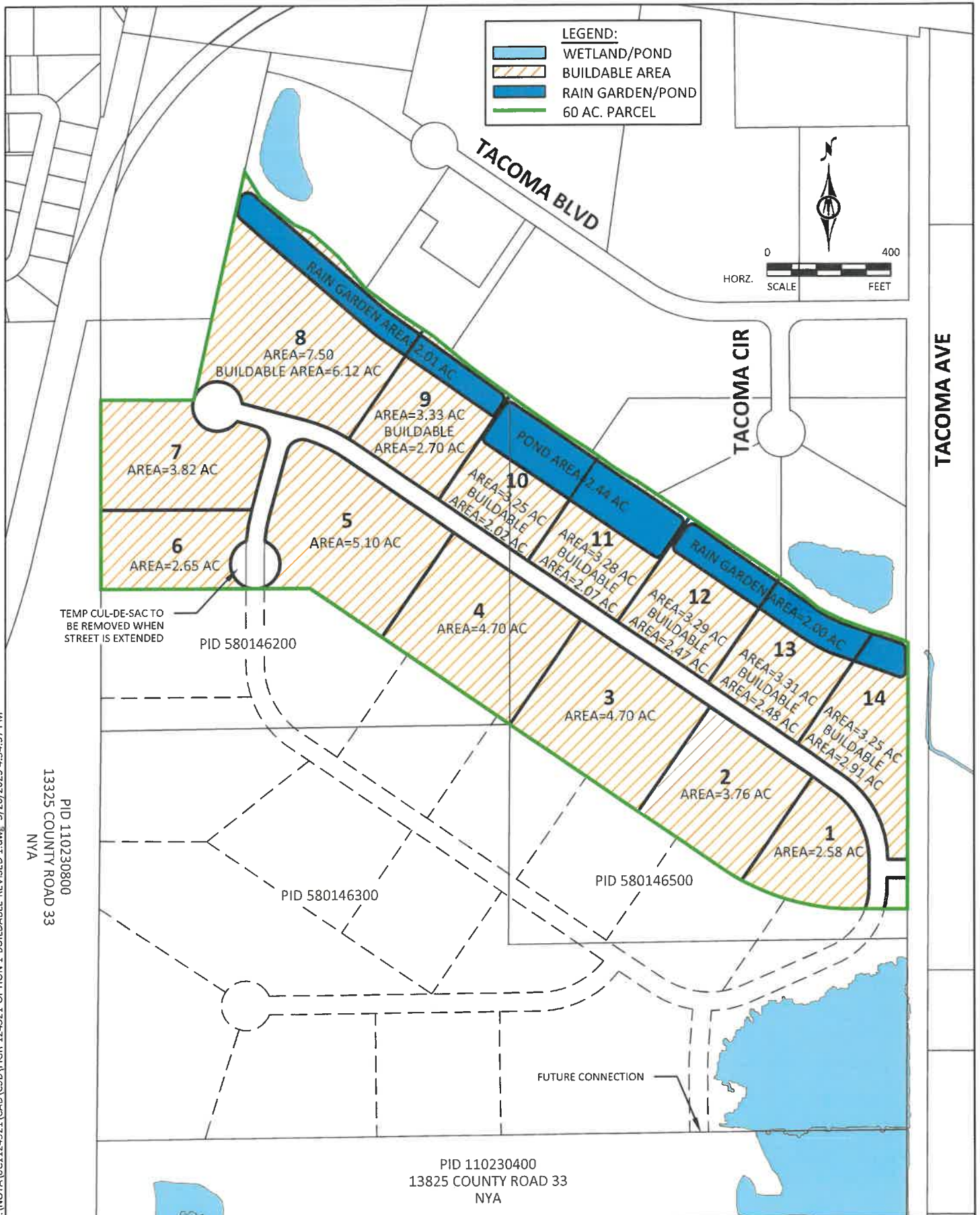
Please contact me if you have questions and I will be available at the next Council meeting to discuss these items in greater detail.

Respectfully Submitted,
BOLTON & MENK, INC.

A handwritten signature in black ink, appearing to read "Joshua Eckstein", with a stylized flourish at the end.

Joshua Eckstein

Cc: Jake Saulsbury, Bolton & Menk



CITY OF NORWOOD YOUNG AMERICA MEMORANDUM

To: Honorable Mayor and City Council Members
Andrea Aukrust, City Administrator

From: Hannah Rybak, City Planner

Date: March 23, 2023
City Council Regular Meeting for March 27, 2023

**Request: Request for extension of variance and site plan approval at
117 Railroad Street West**

Background

In 2021, Scott Loomis d.b.a Loomis Homes, applied for two variances, a nonconforming use expansion and site plan approval for the purpose of constructing an addition to the principal structure on the property located at 117 Railroad Street West. The Council approved the site plan and variances on December 27, 2021. A building permit application was submitted earlier this month for the addition project and associated site work. It was at this time that staff discovered that the variances and site plan approval were expired. Loomis Homes had not been made aware that there was an expiration date. To rectify this situation without causing hardship to Loomis Homes, staff has requested that an extension be granted so that the building permit can be issued and work on the project can commence.

The Norwood Young America City Code provides that if no building permit has been issued or substantial work performed on a project within one year from the date of approval of the variance and site plan, the variance and site plan become null and void unless the City Council grants an extension of the variance. Planning Staff find the request reasonable and recommend approval of the requested extension.

Requested Council Action

The Council is asked to consider approval of the attached resolution extending the deadline for obtaining a building permit or completion of substantial work on the addition to the principal structure located at 117 Railroad Street West to December 27, 2023.

RESOLUTION NO. 2023-12

A RESOLUTION EXTENDING VARIANCE AND SITE PLAN APPROVAL FOR THE PROPERTY LOCATED AT 117 RAILROAD STREET WEST

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

WHEREAS, in 2021, Scott Loomis, d.b.a. Loomis Homes (the “Applicant”) applied for site plan review, two variances and a nonconformance expansion permit for the purpose of constructing an addition to the principal structure on the property located at 117 Railroad Street West; and

WHEREAS, the Property is identified as parcel number 589990030 and legally defined as P/O SW1/4 NW1/4 BOUNDED AS FOLLOWS: ON TH N BY TH S LINE OF RAILROAD ST-ON E BY THE W LINE OF FRANKLIN ST- ON THE W BY THE E LINE OF MORSE ST & ON S BY A LINE 50' NLY OF CENTERLINE OF RR OLD # 60.9990112; and

WHEREAS, the City Council adopted Resolution 2021-49 (attached as **Exhibit A**) on December 27, 2021, which approves the Applicant’s variance requests; and

WHEREAS, Norwood Young America City Code Section 1210.04, subd. 3, (B) provides that “the variance shall become null and void without further action by the Planning Commission or City Council upon failure of the applicant to utilize such variance by commencement or construction or installation of the specific purpose within one (1) year of variance grant”; and

WHEREAS, Norwood Young America City Code Section 1210.04, subd. 4 provides that “a variance may be renewed by the board of appeals for good cause”; and

WHEREAS, the City Council adopted Resolution 2021-50 (attached as **Exhibit B**) on December 27, 2021, which approves the Applicant’s request for site plan approval; and

WHEREAS, Norwood Young America City Code Section 1210.08, subd. 9, provides that “a site plan approved under the provisions of this chapter shall expire one year after the date of the approval”; and

WHEREAS, Norwood Young America City Code Section 1210.04, subd. 10 provides that “the City Council may grant one extension of not greater than one year”; and

WHEREAS, the nonconformance expansion permit that was also granted by Resolution 2021-50 does not expire, per Norwood Young America City Code Section 1215.02; and,

WHEREAS, City staff discovered that the variance and site plan approvals had expired when the Applicant submitted a building permit application for review; and,

WHEREAS, the Council finds that there has been no change in circumstances affecting the property or other grounds for denial of the extension request, and further finds that the extension request is reasonable.

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

1. The Council hereby approves an extension of the one-year deadline for commencement of construction on a project for the variances approved in Resolution 2021-49.
2. The Council hereby approves an extension of the one-year deadline for commencement of construction on a project for the site plan approved in Resolution 2021-50.
3. The new deadline for commencement of construction on the addition to the principal structure and associated site improvements, located at 117 Railroad Street West is December 27, 2023.

Adopted by the City Council this 27th day of March 2023.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk

RESOLUTION 2021- 49

A RESOLUTION APPROVING VARIANCES TO NUMBER OF PARKING STALLS REQUIRED AND PARKING LOT SETBACK FOR 117 RAILROAD STREET WEST

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

WHEREAS, Scott Loomis, d.b.a. Loomis Homes (the "Applicant") has applied for a variance to Section 1250.12 pertaining to the required number of off-street parking spaces for the use. Code requires one space per 2,000 sf of building square footage. A total of five (5) spaces are required for a 9,000 sf facility. The Applicant proposes four (4) spaces; and,

WHEREAS, The Applicant has also applied for a variance to Section 1250.05(B) requires parking lots be setback at least ten (10) from property lines. The Applicant proposes a new parking lot to be setback five (5) feet from the property line; and,

WHEREAS, If approved the variances will allow expansion of an existing structure at the aforementioned address; and,

WHEREAS, the Property is identified as parcel number 589990030 and legally defined as P/O SW1/4 NW1/4 BOUNDED AS FOLLOWS: ON TH N BY TH S LINE OF RAILROAD ST- ON E BY THE W LINE OF FRANKLIN ST- ON THE W BY THE E LINE OF MORSE ST & ON S BY A LINE 50' NLY OF CENTERLINE OF RR OLD # 60.9990112; and

WHEREAS, the City of Norwood Young America Planning Commission on December 7, 2021 held a public hearing regarding the request after the hearing notice was posted, published, and distributed as required under law; and,

WHEREAS, the Planning Commission, accepted the following findings:

- A. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
- B. The proposed variance is not for the use of property.
- C. The City recently rezoned the property from C-3 Downtown District to RC-1 Residential Neighborhood Commercial District making parking standards applicable to the lot. The lot was not previously subject to strict parking standards.
- D. The proposed variance is modest in scope and scale and will provide for off-street parking.
- E. The lot is an unusual shape having 356 feet of frontage on Railroad Street but being only 50' in depth.

- F. The structure will be consistent in size and scale to other non-residential structures in the adjacent locale and will not negatively impact the essential character of the district; and,

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

WHEREAS, at a regularly meeting on December 27, 2021, the City Council considered the variance requests, application materials on file with the City, and the recommendation of the Planning Commission.

THEREFORE, BE IT RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby makes and adopts the findings of fact from the Planning Commission.

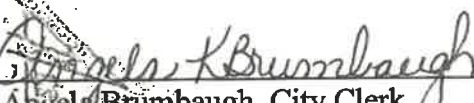
THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a variance to the number of parking spaces required and the required parking lot setback at 117 Railroad Street W, subject to the following conditions:

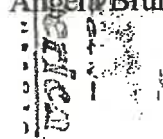
1. The "Use" of the property is a 9,000 square foot structure used for a contractor operation.
2. The Council authorizes four parking spaces total, one less than required under Section 1250.12 of the Code.
3. The Council authorizes a five (5) foot parking lot setback.
4. Variance approval is contingent on approval of nonconformance expansion permit and site plan. The Use shall meet all conditions related to nonconformance expansion and site plan approval.
5. The variances shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.

Adopted by the City Council this 27th day of December, 2021.


Carol Lagergren, Mayor

ATTEST:


Angela Brumbaugh, City Clerk



RESOLUTION 2021-50

A RESOLUTION APPROVING A NONCONFORMANCE EXPANSION PERMIT PERTAINING TO BUILDING SETBACKS AND A SITE PLAN FOR A 6,408 SF ADDITION TO AN EXISTING STRUCTURE AT 117 RAILROAD STREET WEST

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

WHEREAS, Scott Loomis, d.b.a. Loomis Homes (the "Applicant") has applied for nonconformance expansion permit and site plan approval to accommodate a proposed 6,408 square foot addition to an existing 2,952 square foot structure at 117 Railroad Street West; and,

WHEREAS, The Applicant requests the nonconformance expansion permit to extend existing setbacks at the subject site; and,

WHEREAS, the Property is identified as parcel number 589990030 and legally defined as P/O SW1/4 NW1/4 BOUNDED AS FOLLOWS: ON TH N BY TH S LINE OF RAILROAD ST- ON E BY THE W LINE OF FRANKLIN ST- ON THE W BY THE E LINE OF MORSE ST & ON S BY A LINE 50' NLY OF CENTERLINE OF RR OLD # 60.9990112; and

WHEREAS, the City of Norwood Young America Planning Commission reviewed the requests at their December 7, 2021 regular meeting; and,

WHEREAS, after review and discussion, the Planning Commission recommended the City Council approve the nonconformance expansion permit and site plan based on several conditions; and,

WHEREAS, at a regularly meeting on December 27, 2021, the City Council considered the requests, application materials on file with the City, and the recommendation of the Planning Commission.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a nonconformance expansion permit to extend existing setbacks and a site plan for a 6,408 square foot addition to an existing structure at 117 Railroad Street W, subject to the following conditions:

1. The "Use" of the property is defined as a contractor operation and features a 9,000 square foot structure consisting of storage and office space.
2. All application materials and plan sets are hereby incorporated by reference and accepted in good faith by the City as the Applicant's intended development, including but not limited to the attached site plan.

3. Approval of variances pertaining to number of parking spaces required and parking lot setback.
4. Compliance with all standards required and as set forth within the memo from Consulting Planner, Cynthia Smith Strack, dated December 7, 2021.
5. Compliance with any recommendations from the City Engineer, Public Services Director, and/or City Engineer.
6. Proposed driveways from Railroad Street and Morse Street and the parking lot accessed from Morse Street shall be surfaced with concrete or bituminous and have high back curb.
7. The height of wall-mounted luminaries shall not exceed 18 feet above ground level at the building line. Luminaries must face downward and include cutoffs. Light intensity at common lot lines shall not exceed one-half foot candle and light intensity at right of way boundaries shall not exceed one foot candle.
8. Trees shall be a minimum of 2½ caliper inches, be species approved by the City, and shall be replaced if they do not survive for two years after planting.
9. The use shall continuously meet all performance standards set forth in Section 1245.01 of the City Code, as may be amended.
10. Garbage /refuse area shall be enclosed in the building.
11. All signage shall require submittal of a sign permit application and approval by the Zoning Administrator and/or Building Official.
12. A building permits is required.
13. This approval is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
14. This approval shall expire one year after date of approval unless the Applicant has commenced construction of the Use on the Property.
15. Approval of this site plan does not approve any future expansion or associated improvements on-site.
16. Any modifications not defined as “minor” pursuant to Section 1210.08, Subd. 4, shall require separate site plan approval.

Adopted by the City Council this 27th day of December, 2021.

Carol Lagergren
Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh
Angela Brumbaugh, City Clerk



To: Mayer Lagergren and Council Members
From: Angela Brumbaugh, Clerk/Finance Director
Date: March 27, 2023
Subject: Carver County Collaboration Agreement for ESRI Software

The City contracts with Carver County for GIS services, and for their GIS programs the county utilizes Environmental Systems Research Institute, Inc. to provide the software. The cost for the software services is split between the cities receiving the services.

Enclosed is a proposed collaboration agreement between the City and Carver County for sharing in the cost of a Small Municipal and County Enterprise License Agreement from Environmental Systems Research Institute. Similar to past contracts, this is a three-year agreement and covers March 31, 2023-March 30, 2026.

Recommended Motion:

Motion to approve the Collaboration Agreement between County of Carver and City of Norwood Young America.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # 00312735.0



REGIONAL GOVERNMENT ENTERPRISE AGREEMENT (RG1)

This Agreement is by and between County of Carver ("Managing Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D
 Analyst, ArcGIS Spatial Analyst, ArcGIS
 Geostatistical Analyst, ArcGIS Network Analyst,
 ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 500 ArcGIS Online Viewers
 500 ArcGIS Online Creators
 62,500 ArcGIS Online Service Credits
 500 ArcGIS Enterprise Creators
 7 ArcGIS Insights in ArcGIS Enterprise
 7 ArcGIS Insights in ArcGIS Online
 100 ArcGIS Tracker for ArcGIS Enterprise
 100 ArcGIS Tracker for ArcGIS Online
 5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 5 ArcGIS Utility Network User Type Extensions (Enterprise)
 5 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement	

*Additional sets of backup media may be purchased for a fee

Managing Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

This Agreement authorizes the entities listed in Attachment 1 (each an "**Authorized Entity**") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years, March 31, 2023 - March 30, 2026

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

County of Carver _____
(Managing Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Customer" means Managing Customer and Authorized Entity.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference

registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

3.6 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.7 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of

Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions

as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Managing Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Managing Customer interest at a monthly rate equal to the lesser of one percent

(1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Managing Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

- (1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's

organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ATTACHMENT 1
AUTHORIZED ENTITY LIST

- | | |
|---|---|
| <p>1. Authorized Entity Name: <u>City of Carver</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> | <p>2. Authorized Entity Name: <u>City of Chanhasen</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> |
| <p>3. Authorized Entity Name: <u>City of Chaska</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> | <p>4. Authorized Entity Name: <u>City of Cologne</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> |
| <p>5. Authorized Entity Name: <u>City of Hamburg</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> | <p>6. Authorized Entity Name: <u>City of Mayer</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> |
| <p>7. Authorized Entity Name: <u>City of New Germany</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> | <p>8. Authorized Entity Name: <u>City of Norwood Young America</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> |
| <p>9. Authorized Entity Name: <u>City of Victoria</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> | <p>10. Authorized Entity Name: <u>City of Waconia</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> |
| <p>11. Authorized Entity Name: <u>City of Watertown</u>
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____</p> | |

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**") and _____ County of Carver _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise Agreement ("**Agreement**") for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

City of Norwood Young America
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____



TO: Mayor Lagergren & City Council Members

FROM: Karen Hallquist, Community & Economic Development Director

DATE: March 27, 2023

SUBJECT: Approval of Guidelines for Advisory Commissions

At the February 27, 2023, work session, staff presented Guidelines for Advisory Commissions. The guidelines address the role of a commissioner, terms, commission administration, qualifications, duties and responsibilities, and meeting procedures. The guidelines will be presented to each of the current commissions, provided to new commissioners, and posted on the City website for reference.

It is the recommendation of staff to request the Council approve the Guidelines for Advisory Commissions.

Recommended Motion
Motion to approve the Guidelines for Advisory Commissions.

Norwood Young America

Guidelines for Advisory Commissions



310 Elm Street West – PO Box 59
Norwood Young America, Minnesota 55368
(952) 467-1800 | Cityofnya.com

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Role of Advisory Commissions

City councils deal with many items; it is difficult to research each one in depth. Advisory commissions assist City councils by focusing on a particular area and making recommendations for the City council's action, including yearly budget items. It is not the role of the commissions to give directives to the staff on the City's day-to-day operations.

The City Council of Norwood Young America, Minnesota, has established the following standing advisory groups:

The **Planning Commission** is required by Minnesota State Statutes and reviews issues of land use planning, zoning, subdivision regulations, and requests for variances from existing regulations.

The **Parks and Recreation Commission** reviews issues related to the acquisition and development of parks and trails in the City.

The **Economic Development Commission** advises the City Council on matters concerning commercial and industrial development within the City and attracting new businesses and retaining existing ones.

The **Senior Advisory Commission** acts as a liaison for the senior community and advises the City Council on issues concerning senior citizens and recommends appropriate solutions.

The City Council cannot delegate its decision-making authority to advisory commissions. Therefore, occasionally the Council may decline to accept an advisory commission recommendation. This usually happens when the City Council has additional information about how the recommended action would affect the "bigger picture" beyond the advisory commission's purview and should not be perceived as lacking confidence in the commission. Residents are allowed to be on one board or commission at a time unless assigned to represent another commission.

Membership Rosters with Terms, Meeting Dates and Times

Planning Commission (3-year terms)

Name	Term Expires
Jerry Barr	January 1, 2025
Bill Grundahl	January 1, 2024
Mike Eggers	January 1, 2024
Paul Hallquist	January 1, 2025
Craig Heher	January 1, 2026
Open	
Charlie Storms, City Council	

The Planning Commission meets on the first Tuesday of the month at 6:00 p.m.

Parks & Recreation Commission (3-year terms)

Name	Term Expires
Sharilyn Feltmann	January 1, 2024
Bryan Rehnelt	January 1, 2024
Dan Stender	January 1, 2024
Karla Hormann	January 1, 2025
Jim Zellmann	January 1, 2025
Brooke Allen, City Council	
Bill Grundahl, Planning Commission	
Kelly Vossen (Community Education)	Advisory position

The Parks & Recreation Commission meets on the third Tuesday of the month at 5:15 p.m.

Economic Development Commission
(3-year terms)

Name	Term Expires
Andrea Gerth	January 1, 2026
Connor Smith	January 1, 2026
Jason Winter	January 1, 2024
Carol Lagergren, City Council	
Mike McPadden, City Council	
Mike Eggers, Planning Commission	
Open	
Open	
Kayla Dammann, NYA Area Chamber of Commerce	Advisory position

The Economic Development Commission meets on the second Wednesday of the month at 6:00 p.m.

Senior Advisory Commission
(3-year terms)

Name	Term Expires
Tom Simmons	January 1, 2026
LaVonne Kroells	January 1, 2024
Elroy Latzig	January 1, 2024
Mary Spille	January 1, 2024
Carolyn Durbin	January 1, 2025
Kay Hampshire	January 1, 2025
Lois Schultz	January 1, 2025
Betty Settergren	January 1, 2025
Cathleen Williams	January 1, 2025
Alan Krueger, City Council	
CDA Representative	Advisory position
Oak Grove Representative	Advisory position
Laurie Hilgers, Harbor Haven	Advisory position
Ranemma Walker, Harbor Haven	Advisory position
Brenda Schmitz, Peace Village	Advisory position

The Senior Advisory Commission meets on the third Thursday of the month at 9:00 a.m.

Commission Administration

Selection of Chair and Vice-chair

The Chairperson shall be chosen from the commission membership annually to serve for one year; provided, however, that no Chairperson shall be elected who has not completed at least one year as a member of the commission.

If the commission deems it desirable to have a Vice-chair, the same procedure will apply.

Vacancies

Vacancies are filled in the same manner as expired terms, but an appointment only lasts until the end of the unexpired term.

Advertisement

Openings may be advertised in the *News & Times*, the City website, social media, and the City Newsletter. Advertisements include a contact number and application deadline, if applicable.

Application

Application forms are available at City Hall, 310 West Elm Street, or by calling 952-467-1800 and on the City website.

Appointment

Appointments are made by the mayor and confirmed by the City Council. Elected officials may consider applicants' education, expertise, and experience, as well as all that is already represented on the commission.

Compensation

Appointed members of commissions, but not ex-officio members, receive a financial stipend based on the number of meetings attended. An I-9 form must be completed for income tax purposes. Members must attend 75% of the scheduled meetings to receive their stipend.

Resignation

Commission members who cannot complete their terms for any reason should provide written notice to the mayor and send a copy of the notice to the appropriate City liaison.

Removal

The City Council may remove appointed commission members for misfeasance, malfeasance, or nonfeasance in office.

Qualifications

Residency

All appointed members of the commissions shall be residents of the City of Norwood Young America. This excludes the Economic Development Commission.

City Employees

City employees may serve as regular or ex-officio members of commissions if there are no conflicts of interest.

Interest

Applicants should be interested in the commission activities for which they are applying. However, the interest is essential to be broader than one topic and encompasses most of the issues the commission reviews. A willingness to learn is more important than expertise in a particular field. A commissioner's responsibility is to make a recommendation to the Council for the betterment and benefit of the City. A commissioner cannot act in a manner that is self-serving and must recuse themselves from the conversation and vote when conflicts of interest are present. Conflicts of interest are broad, and commissioners should assess their conflicts from all available angles. Should a conflict of interest be found by a member of the commission or City staff member, it will be addressed.

Time Commitment

Commission meetings may only involve a few hours a month, but the time commitment for members can be substantially more. Preparation includes reviewing the agenda and City report, reading regulations related to agenda items,

visiting sites under consideration, learning about the issues, and developing a list of relevant questions prior to the meeting.

Duties & Responsibilities

Attendance

Consistent attendance at commission meetings is vital to discussion and action. Absence not only burdens the remainder of the commission but also shortchanges the people depending on the commission's decisions. Someone who cannot attend at least nine monthly meetings yearly should not apply. Members who cannot maintain that level of attendance should resign to allow the appointment of replacements who can make the appropriate time commitment.

Preparation

It is essential to review the agenda items and associated City reports before the actual meeting. That review may reveal a need for additional information or a site visit. At the very least, it will allow the commission member to think of relevant questions to ask. Commission members are also encouraged to contact the commission's City liaison with questions before a commission meeting to allow the City adequate time to provide a detailed response.

Participation

If the absence is unavoidable, a phone call or email to the City liaison is required before the meeting. The City will send a notice cancelling the meeting when there is insufficient attendance to provide a quorum. A quorum exists when half of the current commission seats are filled, plus one seat.

Each commission member's views are essential in reaching the best possible decision. The discussion raises issues and questions that improve the outcome. It is natural for new members to feel hesitant about looking foolish due to a lack of knowledge. The City liaison can help by answering questions before the meeting so new members can confidently speak.

Conduct

Commission members should be fair, firm, and factual as they review the issues before them. Members may hold different opinions and reach different conclusions than their colleagues, but such differences are not an excuse for disrespect. It is essential to listen to fellow commissioners and members of the public without interrupting or making derogatory personal remarks. Members should avoid letting occasional differences interfere with the ongoing working relationship among commission members.

Members of the public who become argumentative, disruptive, or abusive should be called to order by the commission chair. If a member of the public continues with disruptions, the commission chair shall ask them to leave the meeting so City business can continue.

Continuing Education

The City liaison can provide materials to assist commission members in learning more about the issues. There may be other learning opportunities through workshops and seminars. The City liaison can verify if funding is available and will arrange registration.

Dealing with the Public

Individual commission members should only speak on behalf of the commission if a majority of the members have authorized that role through a vote.

Commission members are encouraged to have contact with and gather information from the community. They may also be approached by neighbors or members of the public. When discussing issues outside commission meetings, commissioners should never promise that the commission or the City council will take a specific action.

Commission members should elevate public understanding and discourse by providing factual information about issues. They also can and should invite people to commission meetings so the entire commission can discuss topics. Where more information is needed, commission members are encouraged to connect members of the public with the City Administrator, who can often provide such information.

Meeting Procedures

Agenda

Agenda Preparation

The agenda packet is compiled by the City liaison and delivered the week before the meeting. It consists of an agenda with numbered discussion items and a written City or consultant report corresponding to each item. The City report contains background information and specifies what action, if any, is being requested. It usually includes a City recommendation, which the commission may or may not accept.

Getting an Item on the Agenda

Putting an issue on the agenda allows commission members to prepare for discussion, resulting in a more productive discussion. Commissioners are encouraged to bring relevant issues or topics they would like to discuss to commission meetings. At an appropriate time, the commissioner should propose that issue/topic for discussion at a future meeting. It is not the role of the commissions to give directives to the staff on the City's day-to-day operations.

Order of Business

Call to Order

At the scheduled start time, the Chairs says, "The meeting will please come to order."

Roll Call

Absences are noted in the Minutes.

Approval of Agenda

Commission members or the City may request additions or deletions to the agenda before approval.

Approval of Minutes

Minutes of the last commission meeting may be approved “as presented” or corrected and approved “as revised.”

Public Comment

At Commission meetings, public comment is only allowed during prescheduled Public Hearings on specific items. Audience members who wish to speak on a topic may do so for up to three minutes after providing their name and address for the minute taker. If the audience is large, the chair may request that groups appoint spokespersons to represent them. The commission is not required to take action on issues raised during Public Comments.

Presentations for Information

Community groups or other government entities may present information that does not require commission action. Prior authorization from the City must first be obtained.

New Business

For agenda items not previously considered by the commission.

The chair asks for the City report. After City reports, commission members may ask questions for clarification, and commission opinions are not expressed.

The chair calls for a motion. The discussion may continue if a motion is made and a second is given. Motions may be made and seconded to amend the original motion. Debate may occur on the *amendment*, not the original motion.

The chair calls for a vote by repeating the motion.

The chair notes whether the motion is approved or fails.

Old Business

For agenda items previously discussed by the commission but not yet acted upon.

The chair asks for the City report. After City reports, commission members may ask questions for clarification, and commission opinions are not expressed.

The chair calls for a motion. The discussion may continue if a motion is made and a second is given. Motions may be made and seconded to amend the original motion. Debate may occur on the *amendment*, not the original motion.

The chair calls for a vote by repeating the motion.

The chair notes whether the motion is approved or fails.

City Council Member Update

Appointed City Council commission members can comment, ask questions, or request that an item be placed on a future agenda.

Commission Comment

Commission members can comment, ask questions, or request that an item be placed on a future agenda.

Adjournment

The chair states, "If there is no further business, I will entertain a motion to adjourn." If a motion is made and seconded, the motion is voted upon without debate.



TO: Mayor Lagergren & Council Members

FROM: Karen Hallquist, Community & Economic Development Director

DATE: March 27, 2023

SUBJECT: Resolution 2023-13 Decommission of the NYA Skate Park

The following timetable is how the NYA Skate Park came to be:

- October 9, 2000, City Council Meeting
 - City Council heard from staff the request of a Neighborhood Watch Group that encouraged the city to invest in a skateboard park as other nearby communities had installed them with a very positive response. Council encouraged further research.
- April 23, 2001, City Council Meeting
 - Boy Scout Ned Ashton submitted a petition of 31 signatures in support of a skateboard park.
- May 14, 2001, City Council Meeting
 - City Council approved to appropriate \$27,000 from the Special Capital Projects Fund to be used toward the cost of a skateboard park, determine a site, and set up a group of youth to help design it. The VFW and Legion would also contribute to the project.
- June 4, 2001, Youth Workshop
 - NYA Community Development Assistant Nate Sparks held a workshop with youth from the community to come up with a design for a 160'x60' skate park along with getting their opinion on skateboard features/equipment, and a site. The area by the school was selected for the site.
- July 9, 2001, City Council Meeting
 - City Council authorized the Mayor and City Administrator to sign a lease agreement with District 108 for land to be leased from the school district by the city for the purpose of a skateboard park/outdoor ice rink. The lease (of \$1.00) was to start August 1, 2001, and sunset ten years later July 11, 2011. The city was to hold all maintenance responsibility and insurance liability.
- August 2001, Skatepark Construction
 - Wm Mueller & Sons installed the surface and RampTech installed the features. The skate park expenses totaled \$29,238. Total income for the project was \$32,870 which included \$4,870 from the VFW and \$1,000 from the American Legion.
- September 24, 2001, City Council Meeting
 - City Council approved the installation of an 8' fence at the skateboard park at a price not to exceed \$6,959. The fence cost was covered from the funds allocated for the skateboard park and donations, and the remaining costs came from the General Park Improvements Capital budget line item.
- June 17, 2014, Parks & Recreation Commission Meeting
 - Owners of Dairy Queen had a survey done of their property for a parking lot expansion project. Part of the skate park/fencing was on their property. City staff adjusted the

fencing to accommodate their property line.

Since this time, city staff has maintained the skateboard park features/equipment including painting it. As of the end of October 2022, the skate park was locked with a "Park Closed Due to Safety Concerns" sign because of major wear and tear plus exposed and rusted hardware.

Staff and the Parks & Recreation Commission is currently conducting an All-Park Assessment of the parks withing NYA. The focus is "quality or quantity." Given the condition of the NYA Skate Park and the unique situation of no active land lease, the recommendation from the Commission is to remove and dispose of all features/equipment in the fenced in area, recuse all liability, and decommission the park.

Per the City Attorney, there are no specific City Codes regarding the recognition of parks or the City's formal requirements of decommissioning a park. His recommendation is to pursue formal authorization from the City Council for closure of the NYA Skate Park along with signing a written agreement with Central Public Schools for the City to remove any city-owned property and signage by May 1, 2023. The City would hold no further responsibilities with respect to the Skate Park or yard maintenance around it.

Recommended Motion:

Motion to approve Resolution 2023-13 recommending the decommissioning of the NYA Skate Park.



RESOLUTION 2023-13
RESOLUTION TERMINATING THENORWOOD YOUNG
AMERICA SKATEPARK AND APPROVING AN AGREEMENT
TO REMOVE CITY-OWNED PROPERTY FROM THE SKATEPARK

WHEREAS, the City and Independent School District No. 108 (“District”) approved a lease agreement dated July 9, 2001 (the “Lease”), whereby the City leased a portion of District-owned property located near Morse Street & Highway 212, behind Dairy Queen to be used as the Norwood Young America Skate Park (“Skate Park”);

WHEREAS, the Lease was for a term of ten years and has not been renewed, thereby expiring on or about July 9, 2011;

WHEREAS, while City has continued to operate the Skate Park after the Lease expired, the parties now mutually desire to confirm the expiration of the Lease and the decommission of the Skate Park, and to have the City remove City-owned equipment from the Skate Park; and

WHEREAS, to that end, the City and District have negotiated an Agreement whereby the City agrees to remove its equipment on or before May 1, 2023.

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

1. The City confirms that the Lease agreement between the City and the District for the Norwood Young America Skate Park has expired.
2. The Norwood Young America Skate Park is decommissioned.
3. The City hereby approves the Agreement with the District for the removal of City-owned equipment from the skate park. A copy of the Agreement is attached hereto as Exhibit A.
4. City staff are directed to take all steps necessary to implement the terms of this Resolution and Agreement.

Approved by the City Council of the City of Norwood Young America, Minnesota, this 27th day of March 2023.

Carol Lagergren, Mayor

ATTEST:

Andrea Aukrust, City Administrator



TO: Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, Clerk/Finance Director

DATE: March 27, 2023

RE: Pay Equity

Attached is the information showing we have passed our Pay Equity Compliance. Our next reporting year will be in 2026.

***This is for informational purposes only. No action needs to be taken.**

Results of Tests for Pay Equity Compliance

Date: February 27, 2023

Jurisdiction: Norwood Young America

ID#: 1433

1. Completeness and Accuracy Test

☒ Passed. Required information was submitted accurately and on time.

2. Alternative Analysis Test

- ☐ Passed. Jurisdiction had three or fewer male classes and there was no compensation disadvantage for at least 80% of female classes compared to male classes.
- ☒ Passed. Jurisdiction had four or five male classes, an underpayment ratio below 80%, but no compensation disadvantage for at least 80% of female classes compared to male classes. Jurisdictions in this category started in the statistical analysis but moved to the alternative analysis because of the combination of factors listed.
- ☐ Passed. Jurisdiction had at least six male classes, no classes with a salary range, an underpayment ratio below 80%, but no compensation disadvantage for at least 80% of female classes compared to male classes. Jurisdictions in this category started in the statistical analysis but moved to the alternative analysis because of the combination of factors listed.

3. Salary Range Test

- ☐ Passed. Too few classes had an established number of years to move through a salary range.
- ☒ Passed. Salary range test showed a score of 80% or more.

4. Exceptional Service Pay Test

- ☒ Passed. Too few classes received exceptional service pay.
- ☐ Passed. Exceptional service pay test showed a score of 80% or more.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us



Notice of Pay Equity Compliance

Presented to

Norwood Young America

For successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review of your 2023 pay equity report by Minnesota Management & Budget.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

February 27, 2023

Date

Jim Schowalter, Commissioner