



CITY COUNCIL AGENDA

May 11, 2020 – 6:00 p.m.

City Council Meeting

Zoom Meeting Link

<https://us04web.zoom.us/j/2334797414>

Meeting ID: 233 479 7414

CITY COUNCIL

1. Call Meeting of City Council to Order
 - 1.1 Pledge of Allegiance
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
4. Consent Agenda
(NOTE TO THE PUBLIC: All items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one or more of the items is made prior to the motion being made. Anyone present at the meeting may request an item to be removed from the Consent Agenda for discussion. Please inform the City Council when they approve the meeting agenda of your request to have an item removed for discussion.)
 - 4.1 Approve minutes of April 27, 2020 meeting
 - 4.2 Approve payment of Claims
 - 4.3 Approve Transient Merchant Application – Elephant Joe’s Coffee, LLC.
 - 4.4 Approve NYA Video Recording Agreement
5. Public Hearings
6. Old Business
 - 6.1 Update on Highway 212 Underpass and Highway 5/25CSAH 33 Roundabout Project
 - 6.2 Resolution No. 2020-15, MnDOT Cooperative Construction Agreement
7. New Business
 - 7.1 Consider Request to waive Building Permit Fee
 - 7.2 Approve SCDP Commercial, Mixed Use and Rental Rehab Program Procedural Guidelines
 - 7.3 Discuss Mixed Residential/Commercial Building Use on Elm Street Property
 - 7.4 Approve Auction or Disposal of Stored Items from Nuisance Abatement
 - 7.5 Discuss Fire Department Ladder Truck Financing Options
 - 7.6 Approve Resolution No. 2020-16, Resolution Amending a Parameters providing for the Issuance of and Sale of General Obligation Street Reconstruction and Refunding Bonds, Series 2010A
 - 7.7 Approve COVID-19 Preparedness Plan
 - 7.8 Approve Seasonal Employees Hiring
8. Council Member & Mayor and Staff Reports
9. Adjournment

The following informational items have been included in the Council packet for informational purposes, council review and discussion. No action is required by the City Council: Carver County Sheriff’s Office February report; February Building Permit Report.

UPCOMING MEETINGS / EVENTS

- May 12 Highway 212 Project Virtual Open House – 5:00 p.m.
May 13 Economic Development Commission – 6:00 p.m.
May 19 Parks and Recreation Commission – 4:45 p.m.
May 21 Senior Advisory Committee – 9:00 a.m.
May 25 Memorial Day – City Offices Closed
May 26 Work Session, EDA, City Council – 6:00 p.m.
May 30 Spring Clean-up Day – 8:00 to noon
June 2 Planning Commission – 6:00 p.m.

Zoom Meeting Link

<https://us04web.zoom.us/j/2334797414> / Meeting ID: 233 479 7414



CITY COUNCIL Minutes

April 27, 2020 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

Zoom Meeting Link

<https://us02web.zoom.us/j/2334797414>

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

Staff Present: Steve Helget (City Administrator)

Others: Steve Zumberge (Fire Chief), Cynthia Smith-Strack (City Planning Consultant), Josh Kroells, and Warren Koistinen

1. Call Meeting of City Council to Order

Mayor Lagergren called the virtual meeting to order at 6:03pm. Roll call of attendance: All members present.

2. Approve Agenda

Motion: MM/DS to approve the amended agenda with the additions of 7.8 Liquor License Fees Refund and 7.9 Fire Department Ladder Truck Purchase Proposal. Roll call vote. Motion passed 5-0.

3. Introductions, Presentations, Proclamations, Awards, and Public Comment - none

4. Consent Agenda

4.1 Approve minutes of April 13, 2020

4.2 Approve payment of Claims – Moved to New Business 7.10 Payment of Claims

Motion: Request by Lagergren to remove Payment of Claims to 7.10. DS/CS to approve amended consent agenda. Roll call vote. Motion passed 5-0.

5. Public Hearing - none

6. Old Business - none

7. New Business

7.1 Approve Street Closing Application and Connection to City Water & Wastewater Services

Helget presented a Street Closing application submitted by Warren Koistinen to close Central Avenue from May 11 to May 20. This would allow the property to connect to the City's water and wastewater mains and extend services to the vacant lot located at 414 Central Avenue S. This parcel was split in 2019 by action of the City Council. Koistinen has a purchase agreement in place with the tentative closing date of May 7, 2020 to build a house on the parcel with construction starting on May 11. Helget recommended as a condition of approval of the Street Closing application and connection to City water and sewer, that Mr. Koistinen enter into a written agreement with the City. The agreement would include a description of the construction work to be completed, deadline for completion, insurance for the construction project, a letter of credit or other form of security, etc. Proposed is have the City Attorney draft such an agreement and invoice the fees to Mr. Koistinen. Mr. Koistinen will also have to obtain a City Right-of-Way permit.

Motion: DS/CS to approve Warren Koistinen's street closing application and connection to City's water and wastewater services contingent upon Mr. Koistinen entering an agreement with the City. Roll call vote. Motion passed 5-0.

7.2 Adopt Ordinance No. 325, An Ordinance Amending Chapter 1200.04, Definitions and Adding Section 1245.11 Providing for Accessory Dwelling Units

Cynthia Smith-Strack, City Planning Consultant, presented an ordinance amendment authorizing accessory dwelling units. The Planning Commission studied the issue, requested input from Council and since revised the proposed standards based on Council input. The Commission unanimously approved a motion recommending the Council approve the revised language and place it in effect. Accessory Dwelling Units can be attached or detached from the primary dwelling. As a detached unit a CUP is required and hookup to sewer and water may be required.

Motion: CH/MM to adopt Ordinance No. 325, An Ordinance Amending Chapter 1200.04, Definitions and Adding Section 1245.11 Providing for Accessory Dwelling Units. Roll call vote. Motion passed 5-0.

Motion: CH/MM to publish the Summary of Ordinance No. 325 Amending City Code Chapter 12, Land Use. Roll call vote. Motion passed 5-0.

7.3 Adopt Ordinance No. 326, An Ordinance Amending Chapter 1245.06, Subd. 3 Pertaining to General Requirements for Swimming Pools

Cynthia Strack Smith reported on the proposed amendment which allows power safety covers in lieu of swimming pool perimeter fences. The current code requires perimeter fences for certain swimming pools. Josh Kroells, resident of Norwood Young America, was present to report that an ASTM F1346 power safety cover holds up to 450 pounds in order to safeguard uncontrolled access. Council emphasized the need for immediate covering of pools for those who wish to use the option of the power safety covering.

Motion: CH/CS to adopt Ordinance No. 326, An Ordinance Amending Chapter 1245.06, Subd. 3 Pertaining to General Requirements for Swimming Pools. Roll call vote. Motion passed 5-0.

Motion: CH/MM to publish the Summary of Ordinance No. 326 Amending City Code Chapter 12 Zoning Code. Roll call vote. Motion passed 5-0.

7.4 Discussion on Rezoning of Railroad Street Properties

Lagergren shared the history of Council and Planning Commission discussions on rezoning areas of Railroad Street. Council discussed questions from the Planning Commission regarding intended boundaries of RC1 and C3 (north and/or south of Railroad Street) and the consequences to rezoning. The primary difference between RC1 and C3 zones is that minor auto repair and outdoor storage are allowable through a CUP in RC1 but not C3. However, businesses in C3 would be allowed to continue minor auto repair and outdoor storage as long as business remains open and/or does not close for more than one year. Recommendation from Council to propose RC1 district from Progress Street to Franklin Street from Railroad Street West north to the alley to align to current and potential future use. Recommendation from Council to keep businesses zoned as C3 on the south side of Railroad Street West from Progress Street to Faxon Street. A final recommendation to determine and document legality of outdoor storage in businesses south of Railroad Street based on past and current practice.

7.5 Award Quote for Cemetery Lawn Maintenance for 2020 Season

Motion: MM/CH to hire Dave's Season All to mow our cemeteries for the 2020 growing season at a rate of \$200 per owing event. Roll call vote. Motion passed 5-0.

7.6 Award Quote for 2020 Lawn Mowing Nuisance Abatement Services

Motion: DS/CH to hire Local Lawn Care to provide lawn mowing nuisance abatement services at \$65 per hour. Roll call vote. Motion passed 5-0.

7.7 Reschedule May 25, 2020 Regular City Council Meeting

Motion: CH/MM to reschedule the May 25, 2020 Regular City Council Meeting to Tuesday, May 26, 2020. Roll call vote. Motion passed 5-0.

7.8 Liquor License Fees Refund (added to agenda)

Lagergren shared information that many of the cities in the county are refunding a pro-rated amount to businesses who have been shut down to on-call liquor sales. Total cost to the city would be \$691.65 per month to refund the following businesses: Gasthouse, Lazy Loon Lanes, Northside Grill, Last Call Too and Pour House Pub.

Motion: DS/CS to refund a pro-rated amount to businesses selling on-sale liquor based on on-sale/off-sale fees for the months of March, April and May. Roll call vote. Motion passed 5-0.

7.9 Fire Department Ladder Truck Purchase Proposal (added to agenda)

Zumberge shared information on an opportunity to purchase a used 2018 Ladder Truck from a dealership in Arizona at a cost of \$758,000. (Cost of a new truck would be \$1.1 million.). The truck comes with a one-year total warranty and a ten-year warranty on the hydraulic pump. The seller will cover the cost to winterize and deliver the truck to Minnesota. Helget shared that a purchase agreement would need to be signed and include 25% of purchase price within a few days. Options for financing could include lease to purchase with an option available for townships to participate in the financing. Finance Committee will meet to review payment options and bring options/recommendations to the next Council meeting. Storms requested a printed name for the seller on the Sales Agreement.

Motion: DS/CS to enter a purchase agreement for the ladder truck currently held by Brindle Mountain Fire Apparatus LLC for a purchase price of \$758,000. Roll call vote. Motion passed 5-0.

7.10 Payment of Claims (moved from Consent Agenda)

Lagergren shared explanations on information from the Check Register. Prepaid check #30426 was to Delta Dental for premiums in March and April. Lagergren shared the VOIDED checks were to Carver County because the check register numbers did not align to the prepared checks. Lagergren shared that the information on the final page of the register that showed large amounts of Postage to Carver County were actually administrative. Lagergren shared that the Fund Summary on the last page is inaccurate because those amounts have already been included in the Fund Summary on page 7.

Motion: DS/CH to approve the payment of claims as printed. Roll call vote. Motion passed 5-0.

8. Council Member & Mayor and Staff Reports

Heher (Planning Commission): Discussion on Accessory Dwelling Units and Shoreland Overlay District information on a possible DNR waiver to align DNR requirements to current practice in the older portions of the community.
McPadden (Economic Development): Information on upcoming meeting to review applications for \$10,000 grants from city.

Stolz (Fire Truck Committee): Information shared at meeting tonight.

Storms (Parks and Rec): Discussion on Softball Booster Club updates to Sports Complex, potential access to Wilson Street from the 212 Underpass, updates to Friendship Park and Pavilion improvements, improvements to Lion's Shelter (doors and roof) and Arbor Day celebration options.

Lagergren (Mayor): Information on MnDOT bids received for 212 project, Fire Department collection of masks, local Recycling Center will open on Saturday, County Hazardous Waste recycling event postponed, and overview of upcoming meetings.

Helget (City Administrator): Shared request from Young America Cardinals to open concession stand for a one-day drive-through event on Saturday, May 2nd. Council shared that the event needs to align to CDC recommendations.

9. Adjournment

Motion: MM/SH to adjourn at 7:56 PM. Roll call vote. Motion passed 5-0.

Respectfully Submitted,

Carol Lagergren, Mayor

Karen Hallquist, Economic Development Marketing Director



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

To Be Approved: May 11, 2020

Payroll EFT	<u>\$16,162.57</u>
(Check Sequence 505898 - 505911)	

Voided checks (from April 27 check register)	
(30408, 30439, 30462, 30469, 30475)	<u>\$5,981.48</u>

Prepays	
(30487-30492)	<u>\$6,014.16</u>

Claims Pending Payment	
(Check Sequence 30493 - 30543)	<u>\$47,576.63</u>

Grand Total	<u>\$69,753.36</u>
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***Check Detail Register©**

APRIL 2020

			Check Amt	Invoice	Comment
10100 CHECKING					
Paid Chk#	030487	4/29/2020	CITIZEN STATE BANK HSA ACCTS		
G 101-21718	HSA ACCOUNT		\$1,641.32	4/2020 HAS	
Total	CITIZEN STATE BANK HSA ACCTS		\$1,641.32		
Paid Chk#	030488	4/29/2020	MID COUNTRY BANK		
G 101-21718	HSA ACCOUNT		\$453.33	4/2020 HAS	
Total	MID COUNTRY BANK		\$453.33		
Paid Chk#	030489	4/29/2020	OPTUM BANK		
G 101-21718	HSA ACCOUNT		\$298.67	4/2020 HAS	
Total	OPTUM BANK		\$298.67		
Paid Chk#	030490	4/29/2020	SECURITY BANK & TRUST		
G 101-21718	HSA ACCOUNT		\$866.66	4/2020 HAS	
Total	SECURITY BANK & TRUST		\$866.66		
Paid Chk#	030491	4/29/2020	US POSTAL SERVICE		
E 602-49450-350	Print/Publishing/Postage		\$137.56		
E 601-49400-350	Print/Publishing/Postage		\$137.56		
E 603-49500-350	Print/Publishing/Postage		\$137.56	5/20UB	
Total	US POSTAL SERVICE		\$412.68		
Paid Chk#	030492	4/29/2020	YOUNG AMERICA TOWNSHIP		
E 101-43100-224	Street Maint Materials		\$2,341.50	dust control	2020
Total	YOUNG AMERICA TOWNSHIP		\$2,341.50		
	10100 CHECKING		\$6,014.16		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$5,601.48
601 WATER FUND	\$137.56
602 SEWER FUND	\$137.56
603 STORM WATER UTILITY	\$137.56
	\$6,014.16

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MAY 2020

		Check Amt	Invoice	Comment
10100 CHECKING				
Paid Chk# 030493		5/11/2020	AEM FINANCIAL SOLUTIONS	
E 101-41500-310	Other Professional Services	\$4,796.25	429432	
Total AEM FINANCIAL SOLUTIONS		\$4,796.25		
Paid Chk# 030494		5/11/2020	AUTOMATIC SYSTEMS CO	
E 601-49400-223	Repair/Maintenance Bldg/Ground	\$1,881.35	34987S	
Total AUTOMATIC SYSTEMS CO		\$1,881.35		
Paid Chk# 030495		5/11/2020	BOYER TRUCK PARTS	
E 101-43100-221	Repair/Maintenance Equipment	\$81.98	30268D	Air brake chamber
Total BOYER TRUCK PARTS		\$81.98		
Paid Chk# 030496		5/11/2020	CARDMEMBER SERVICE	
E 101-42200-305	Other Professional Fees	\$160.96		
E 101-41320-350	Print/Publishing/Postage	\$444.84		
E 101-41400-200	Office Supplies	\$1,182.76	lap top	
E 101-41110-433	Dues and Subscriptions	\$48.00		
E 101-43100-321	Telephone	\$115.93		
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$13.95		
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$197.56		
E 101-49800-221	Repair/Maintenance Equipment	\$23.04		
E 101-43100-223	Repair/Maintenance Bldg/Ground	\$17.99		
E 101-43100-221	Repair/Maintenance Equipment	\$1,436.76		
Total CARDMEMBER SERVICE		\$3,641.79		
Paid Chk# 030497		5/11/2020	CARQUEST AUTO PARTS	
E 101-45200-221	Repair/Maintenance Equipment	\$272.19		
E 101-43100-221	Repair/Maintenance Equipment	\$704.32	5/1/2020	
Total CARQUEST AUTO PARTS		\$976.51		
Paid Chk# 030498		5/11/2020	CARVER COUNTY	
E 101-45200-310	Other Professional Services	\$909.43		
E 601-49400-310	Other Professional Services	\$1,818.85		
E 602-49450-310	Other Professional Services	\$1,818.85		
E 101-43100-310	Other Professional Services	\$1,515.72	CSER-865	
Total CARVER COUNTY		\$6,062.85		
Paid Chk# 030499		5/11/2020	CARVER COUNTY RECORDER	
E 101-41320-350	Print/Publishing/Postage	\$46.00	Res 2020-11	Curfman CUP
Total CARVER COUNTY RECORDER		\$46.00		
Paid Chk# 030500		5/11/2020	CARVERLINK-CARVER CO BROADBAND	
E 101-41940-321	Telephone	\$114.56		
E 601-49400-321	Telephone	\$137.34		
E 602-49450-321	Telephone	\$57.28		
E 101-42200-321	Telephone	\$142.59		
E 101-43100-321	Telephone	\$79.16		

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MAY 2020

		Check Amt	Invoice	Comment
E 101-45200-321	Telephone	\$33.93		
E 101-41940-321	Telephone	\$114.69		
E 101-41300-321	Telephone	\$61.05		
E 101-41320-321	Telephone	\$61.05		
E 101-41400-321	Telephone	\$61.05		
E 101-46500-321	Telephone	\$20.35		
E 101-42100-321	Telephone	\$101.75		
E 101-45500-321	Telephone	\$101.75		
al CARVERLINK-CARVER CO BROADBAND		\$1,086.55		
Paid Chk# 030501	5/11/2020	CENTER POINT		
E 101-42200-383	Gas Utilities	\$112.38		
E 101-43100-383	Gas Utilities	\$812.90		
E 101-45200-383	Gas Utilities	\$312.10		
E 601-49400-383	Gas Utilities	\$241.72		
E 602-49450-383	Gas Utilities	\$1,020.12		
E 101-49860-383	Gas Utilities	\$25.64		
E 101-41940-383	Gas Utilities	\$339.87	4/27/2020	
Total CENTER POINT		\$2,864.73		
Paid Chk# 030502	5/11/2020	CNH CAPITAL		
E 101-45200-221	Repair/Maintenance Equipment	\$147.89	4/7/2020	Arnold's of Glencoe
Total CNH CAPITAL		\$147.89		
Paid Chk# 030503	5/11/2020	CORE AND MAIN		
E 601-49400-223	Repair/Maintenance Bldg/Ground	\$859.98	M220130	
Total CORE AND MAIN		\$859.98		
Paid Chk# 030504	5/11/2020	DAMMANN SEED SALES		
E 101-41940-223	Repair/Maintenance Bldg/Ground	\$60.00		
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$60.00	4/27/2020	
Total DAMMANN SEED SALES		\$120.00		
Paid Chk# 030505	5/11/2020	DHOORE, PAUL		
E 601-49400-350	Print/Publishing/Postage	\$4.60		mail water sample
Total DHOORE, PAUL		\$4.60		
Paid Chk# 030506	5/11/2020	DPC INDUSTRIES INC		
E 602-49450-216	Chemicals and Chem Products	\$829.98	827000405-20	
Total DPC INDUSTRIES INC		\$829.98		
Paid Chk# 030507	5/11/2020	EMERGENCY RESPONSE SOLUTIONS		
E 101-42200-221	Repair/Maintenance Equipment	\$194.79	15086	
E 101-42200-221	Repair/Maintenance Equipment	\$86.80	15120	
otal EMERGENCY RESPONSE SOLUTIONS		\$281.59		
Paid Chk# 030508	5/11/2020	GASTHOUSE		
E 101-41400-432	Refund	\$400.00		liquor license refund

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MAY 2020

			Check Amt	Invoice	Comment
Total GASTHOUSE			\$400.00		
Paid Chk#	030509	5/11/2020	GOPHER STATE ONE-CALL, INC.		
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$12.83		
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$21.60		
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$58.73		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$12.82	0020637	
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$21.60	0030637	
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$58.72	0040639	
Total GOPHER STATE ONE-CALL, INC.			\$186.30		
Paid Chk#	030510	5/11/2020	HILGERS PLUMBING & HEATING, IN		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$410.00	13683	gas valve north maintenance shed
Total HILGERS PLUMBING & HEATING, IN			\$410.00		
Paid Chk#	030511	5/11/2020	HILL, HELEN		
E 101-45200-432	Refund		\$450.00	Paviion7/31/20	rental refund
Total HILL, HELEN			\$450.00		
Paid Chk#	030512	5/11/2020	HOEN, EILEEN		
E 101-45200-432	Refund		\$125.00	Clay bldg 4/19	rental refund
Total HOEN, EILEEN			\$125.00		
Paid Chk#	030513	5/11/2020	HOLIDAY FLEET		
E 602-49450-212	Motor Fuels		\$16.39		
E 602-49450-212	Motor Fuels		\$17.62		
E 602-49450-212	Motor Fuels		\$21.17		
E 601-49400-212	Motor Fuels		\$17.61	135331014	
E 601-49400-212	Motor Fuels		\$21.16	2142888	
E 101-43100-212	Motor Fuels		\$11.04	65201005	
E 601-49400-212	Motor Fuels		\$16.38	95522007	
Total HOLIDAY FLEET			\$121.37		
Paid Chk#	030514	5/11/2020	HOME SOLUTIONS		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$189.80		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$34.64		
E 101-43100-221	Repair/Maintenance Equipment		\$75.94		
E 101-43100-210	Operating Supplies		\$49.47		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$65.71		
E 101-41940-210	Operating Supplies		\$28.77		
E 601-49400-223	Repair/Maintenance Bldg/Ground		\$6.30		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$7.16		
E 603-49500-223	Repair/Maintenance Bldg/Ground		\$51.73		
E 101-41400-200	Office Supplies		\$9.89		
E 101-42200-210	Operating Supplies		\$23.38		
E 101-43100-226	Signs		\$24.65		
Total HOME SOLUTIONS			\$567.44		
Paid Chk#	030515	5/11/2020	HYDRO ENGINEERING INC		

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			Check Amt	Invoice	Comment
E 101-43100-210	Operating Supplies		\$137.00	90390	
	Total HYDRO ENGINEERING INC		\$137.00		
Paid Chk# 030516	5/11/2020	KOHOUT, KAREN			
E 101-41400-432	Refund		\$10.00		golf cart license refund
	Total KOHOUT, KAREN		\$10.00		
Paid Chk# 030517	5/11/2020	KUNKEL, PAM			
E 101-45200-432	Refund		\$125.00		Legion 6/13/20 rental refund
	Total KUNKEL, PAM		\$125.00		
Paid Chk# 030518	5/11/2020	KWIK TRIP INC.			
E 101-43100-212	Motor Fuels		\$39.83	5520335	
E 101-43100-212	Motor Fuels		\$34.54	5534736	
	Total KWIK TRIP INC.		\$74.37		
Paid Chk# 030519	5/11/2020	LANO EQUIPMENT			
E 101-43100-221	Repair/Maintenance Equipment		\$101.09	46935	
E 101-43100-221	Repair/Maintenance Equipment		\$651.79	47050	
	Total LANO EQUIPMENT		\$752.88		
Paid Chk# 030520	5/11/2020	LAST CALL			
E 101-41400-432	Refund		\$400.00		liquor license refund
	Total LAST CALL		\$400.00		
Paid Chk# 030521	5/11/2020	LAZY LOON BOWLING & EVENT CNTR			
E 101-41400-432	Refund		\$400.00		liquor license refund
	otal LAZY LOON BOWLING & EVENT CNTR		\$400.00		
Paid Chk# 030522	5/11/2020	LOFFLER COMPANIES, INC.			
E 101-41400-437	Maintenance Contract		\$89.50	26936148	
	Total LOFFLER COMPANIES, INC.		\$89.50		
Paid Chk# 030523	5/11/2020	LUNDIN, KELLIANN J			
E 101-45200-432	Refund		\$400.00		Pavilion 8/1/20 rental refund
	Total LUNDIN, KELLIANN J		\$400.00		
Paid Chk# 030524	5/11/2020	MAYER LUMBER CO.			
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$74.97	183795	
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$308.59	184045	Covid 19
	Total MAYER LUMBER CO.		\$383.56		
Paid Chk# 030525	5/11/2020	METRO WEST INSPECTION SERVICES			
E 101-42400-312	Building Inspection Fee		\$5,798.09	2407	
	otal METRO WEST INSPECTION SERVICES		\$5,798.09		
Paid Chk# 030526	5/11/2020	MID-COUNTY CO-OP OIL ASSN			
E 101-45200-212	Motor Fuels		\$223.11		
E 101-43100-212	Motor Fuels		\$520.58	23531	

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			Check Amt	Invoice	Comment
Total MID-COUNTY CO-OP OIL ASSN			\$743.69		
Paid Chk#	030527	5/11/2020	MINI BIFF		
E 101-45200-418	Other Rentals (Biffs)		\$214.20	A-114082	
E 101-45200-418	Other Rentals (Biffs)		\$122.40	A-114084	
E 101-45200-418	Other Rentals (Biffs)		\$122.40	A-114093	
Total MINI BIFF			\$459.00		
Paid Chk#	030528	5/11/2020	MN VALLEY ELECTRIC COOPERATIVE		
E 602-49450-381	Electric Utilities		\$34.25		
E 601-49400-381	Electric Utilities		\$677.20		
E 101-43100-380	Street Lighting		\$101.98	4/27/2020	
Total MN VALLEY ELECTRIC COOPERATIVE			\$813.43		
Paid Chk#	030529	5/11/2020	NORTH AMERICAN SAFETY INC		
E 101-43100-211	Personal Protection Equipment		\$89.38		
E 602-49450-417	Uniform		\$125.38		
E 101-43100-417	Uniform		\$649.92		
E 601-49400-417	Uniform		\$31.33		
E 602-49450-417	Uniform		\$35.33		
E 602-49450-417	Uniform		\$80.98		
E 101-43100-417	Uniform		\$429.98		
E 101-43100-211	Personal Protection Equipment		\$146.25		
E 601-49400-417	Uniform		\$125.38	50375	
E 101-43100-417	Uniform		\$31.33	50507	
E 601-49400-417	Uniform		\$80.98	50508	
Total NORTH AMERICAN SAFETY INC			\$1,826.24		
Paid Chk#	030530	5/11/2020	NORTHSIDE GRILL		
E 101-41400-432	Refund		\$350.00		liquor license refund
Total NORTHSIDE GRILL			\$350.00		
Paid Chk#	030531	5/11/2020	NORWOOD ELECTRIC INC		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$128.74	16552	
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$504.41	16554	
Total NORWOOD ELECTRIC INC			\$633.15		
Paid Chk#	030532	5/11/2020	QUILL CORPORATION		
E 101-41400-200	Office Supplies		\$63.45	6575393	
Total QUILL CORPORATION			\$63.45		
Paid Chk#	030533	5/11/2020	SCHNEIDER EXCAVATING & GRADING		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$2,000.00	SE2108	Tacoma Recycle Yard
Total SCHNEIDER EXCAVATING & GRADING			\$2,000.00		
Paid Chk#	030534	5/11/2020	SMITH OIL CO		
E 601-49400-212	Motor Fuels		\$11.23		
E 602-49450-212	Motor Fuels		\$11.24		
E 101-43100-212	Motor Fuels		\$52.00	City4/30/20	

CITY OF NORWOOD YOUNG AMERICA

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MAY 2020

			Check Amt	Invoice	Comment
E 101-42200-212	Motor Fuels		\$223.74	FD 4/30/20	
	Total SMITH OIL CO		\$298.21		
Paid Chk# 030535	5/11/2020	STORMS WELDING & MFG INC			
E 101-43100-221	Repair/Maintenance Equipment		\$49.95	57474	repair hot mix trailer
	Total STORMS WELDING & MFG INC		\$49.95		
Paid Chk# 030536	5/11/2020	STUEWE, JANICE			
E 101-45200-432	Refund		\$125.00	Legion Pk 8/1	rental refund
	Total STUEWE, JANICE		\$125.00		
Paid Chk# 030537	5/11/2020	THE POUR HOUSE			
E 101-41400-432	Refund		\$525.00		liquor license refund
	Total THE POUR HOUSE		\$525.00		
Paid Chk# 030538	5/11/2020	TOWN & COUNTRY GLASS			
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$25.00	11931	light/sports complex
	Total TOWN & COUNTRY GLASS		\$25.00		
Paid Chk# 030539	5/11/2020	US POSTAL SERVICE			
E 101-41400-350	Print/Publishing/Postage		\$550.00		10 rolls stamps
	Total US POSTAL SERVICE		\$550.00		
Paid Chk# 030540	5/11/2020	US POSTAL SERVICE			
E 101-41400-350	Print/Publishing/Postage		\$94.00		Box 59 rental
	Total US POSTAL SERVICE		\$94.00		
Paid Chk# 030541	5/11/2020	UTILITY CONSULTANTS			
E 602-49450-217	Lab Fees		\$576.75	105024	
	Total UTILITY CONSULTANTS		\$576.75		
Paid Chk# 030542	5/11/2020	VERIZON WIRELESS			
E 101-45200-321	Telephone		\$60.36		
E 601-49400-321	Telephone		\$78.24		
E 602-49450-321	Telephone		\$169.59		
E 101-43100-321	Telephone		\$140.83	9852906783	
E 101-42200-321	Telephone		\$175.05	9853244955	
	Total VERIZON WIRELESS		\$624.07		
Paid Chk# 030543	5/11/2020	WM MUELLER & SONS INC			
E 101-43100-224	Street Maint Materials		\$481.44	253426	
E 101-43100-224	Street Maint Materials		\$531.13	253483	
E 101-43100-224	Street Maint Materials		\$224.00	253586	
E 101-43100-224	Street Maint Materials		\$224.64	253671	
E 101-43100-224	Street Maint Materials		\$1,619.36	253799	
E 101-43100-224	Street Maint Materials		\$226.56	253933	
	Total WM MUELLER & SONS INC		\$3,307.13		
	10100 CHECKING		\$47,576.63		

CITY OF NORWOOD YOUNG AMERICA

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MAY 2020

Check Amt Invoice Comment**Fund Summary****10100 CHECKING**

101 GENERAL FUND	\$36,506.86
601 WATER FUND	\$6,102.81
602 SEWER FUND	\$4,915.23
603 STORM WATER UTILITY	\$51.73
	<hr/>
	\$47,576.63



TO: Mayor Lagergren and Council Members

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: May 11, 2020

RE: Transient Merchant Application – Elephant Joe's Coffee, LLC

On May 4, 2020, the City received a Transient Merchant application from Katie Klein from Cologne, MN. The legal name of her business is Elephant Joe's Coffee, LLC and is a mobile food unit coffee truck.

Elephant Joe's Coffee, LLC makes specialty coffees and sells occasion deserts. The coffee truck has received permission from Aleta Mechtel (owner of Children of Tomorrow), Sheldon Sorenson (Property owner of 316 Hwy 212), Dan Sutherland (owner of Resto Espresso – currently closed) and Donna Stacken (owner of Ameriprise Financial). Ms. Klein will be doing pop up events at both 316 Hwy 212 and 510 N Faxon Rd, NYA. She has provided city staff with written permission from all business owners.

Chapter 3 of the City Code states the following:

***Transient Merchant.** The term “transient merchant” shall mean a person who temporarily sets up business out of a vehicle, trailer, boxcar, tent, other portable shelter, or empty store front for the purpose of exposing or displaying for sale, selling, or attempting to sell, and delivering, goods, wares, products, merchandise, or other personal property, and who does not remain or intend to remain in any one location for more than one hundred twenty (120) consecutive days.*

RECOMMENDATION:

A motion to approve the Transient Merchant Application from Katie Klein, doing business as Elephant Joe's Coffee, LLC, and not to exceed 120 consecutive days at either business locations of 316 Hwy 212 and 510 Faxon Road North as listed in Chapter 3, Section 310 of the City Code.

Norwood Young America



TO: Mayor Lagergren and City Council Members

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: May 11, 2020

SUBJECT: NYATV Video Recording Contract with Elroy Latzig

Background:

As of Friday, April 3, 2020, the NYATV channels – 8 MediaCom and 901 Jaguar Communications – are synced and running through the new cable access equipment which is located at NYA City Hall audio video room. All downloads, design and scheduling is done by city staff. Elroy Latzig has agreed to continue video recording school activities and community events and submit the DVDs to NYATV only for \$25.00 per event.

Suggested Motion:

Motion to approve the NYA Video Recording Agreement with Elroy Latzig for video recording school activities and community events for \$25.00 per event as of May 11, 2020.

NYATV VIDEO RECORDING AGREEMENT

This Agreement is made this 11th day of May 2020, by and between the City of Norwood Young America ("City") and Elroy Latzig ("Contractor") for the video recording (the "Work") of NYA community sports games, concerts and activities for the NYATV local cable access channels.

ARTICLE 1

DATE OF COMMENCEMENT

The date of commencement shall be the date of this Agreement unless otherwise indicated.

ARTICLE 2

TERMINATION AGREEMENT

The City shall give the Contractor a 30-day written notice to terminate the Work. The Contractor shall also give the City a 30-day written notice in terminating said Work.

ARTICLE 3

CONTRACT SUM

The Contract Sum is: \$25.00 per event.

ARTICLE 4

PAYMENT

The City has elected to pay Contractor upon receiving a signed statement of said Work.

This Agreement entered into as of the day and year first written above.

CITY

CONTRACTOR

(Signature)

(Signature)

(Printed name, title and address)

(Printed name, title and address)

NYATV Video Recording Submission Statement

Pay to:
Elroy Latzig
780 Barnes Lake Dr
NYA, MN 55397

[illegible]

Signature – Elroy Latzig

Date Submitted to City of NYA



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: May 11, 2020

SUBJECT: Highway 212 Underpass and Highway 5/25/CSAH 33 Roundabout Project Update

Diane Langenbach and Curt Kobilarcsik, MnDOT, will participate in virtual meeting to provide an update on the Highway 212 Underpass and the Highway 5/25/CSAH 33 Roundabout Project. Some of the items to be covered will include:

1. Staging Schedule
2. Virtual Open House
3. MnDOT additional cost participation

Recommended Motion:

No motion suggested. Informational item only.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: May 11, 2020

SUBJECT: Resolution No. 2020-15, MnDOT Cooperative Construction Agreement

MnDOT requires with the Highway 212 Underpass and County Road 33/Highway 5 Roundabout Project, is a Cooperative Construction Agreement between the City and MnDOT. The Agreement identifies costs that are not qualifying expenses under the City's Safe Routes to Schools grant.

Diane Langenbach, MnDOT South Area Engineer, will be present to review the Cooperative Construction Agreement. Enclosed is the proposed Agreement.

Recommended Motion:

Motion to approve Resolution No. 2020-15, Resolution approving State of Minnesota Department of Transportation and City of Norwood Young America Cooperative Construction Agreement.

CITY OF NORWOOD YOUNG AMERICA, MINNESOTA

RESOLUTION NO. 2020-15

**RESOLUTION APPROVING STATE OF MINNESOTA AND
CITY OF NORWOOD YOUNG AMERICA
COOPERATIVE CONSTRUCTION AGREEMENT**

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

NOW THEREFORE, BE IT RESOLVED, that the City of Norwood Young America enter into MnDOT Agreement No. 1036295 with the State of Minnesota, Department of Transportation for the following purposes:

1. To provide for payment by the City to the State of the City's share of the costs of the utility and signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 212 from 700 feet west of Trunk Highway No. 5 to 600 feet west of County State Aid Highway No. 36 within the corporate limits under State Project No. 1012-24 and No. 1013-97 (T.H. 212=012).

THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Approved by the City Council of the City of Norwood Young America, Minnesota this 11th day of May 2020.

Carol Lagergren, Mayor

ATTEST:

Steven Helget, City Administrator

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution No. 2020-16 adopted by the Council of the City of Norwood Young America at an authorized meeting held on May 11th day of May 2020, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ Day of _____ 2020

Notary Public _____
My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF NORWOOD YOUNG AMERICA
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>1012-24</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>212=012</u>	<u>\$328,751.89</u>
State Project Number (S.P.):	<u>1013-97</u>	
State Project Number (S.P.):	<u>1006-32</u>	
State Project Number (S.P.):	<u>010-591-001</u>	
State Project Number (S.P.):	<u>010-633-047</u>	
Federal Project Number:	<u>NHPP-HSIP-TA 0212(325)</u>	
Lighting System Feed Point No.:	<u>C1</u>	
Signal System "B" ID:	<u>3968919</u>	
Bridge Number:	<u>10X21</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Norwood Young America acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous mill and overlay, bituminous cold in-place recycle, bituminous surfacing, ADA improvements, retaining walls, traffic signals, lighting, box culvert Bridge No. 10X21 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 212 from 700 feet west of Trunk Highway No. 5 to 600 feet west of County State Aid Highway (C.S.A.H.) No. 36 according to State-prepared plans, specifications, and special provisions designated by the State and the City as State Project No. 010-591-001 and designated by the State as State Project No. 1012-24 and No. 1013-97 (T.H. 212=012) and The State will perform grading, bituminous surfacing, lighting, roundabout, and ADA improvement construction and other associated construction upon, along, and adjacent to Trunk Highway No. 5/25 from Trunk Highway No. 212 to 0.22 miles east of County State Aid Highway No. 33 and on County State Aid Highway No. 33 from Trunk Highway No. 212 to 0.21 miles north of Trunk Highway No. 5/25 according to State-prepared plans, specifications, and special provisions designated by the State and the City as State Project No. 010-633-047 and designated by the State as State Project No. 1006-32 (T.H. 25=025) ("Project"); and
2. The State requests the City agrees to participate in the costs of the utility and signal system construction and associated construction engineering; and
3. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
4. Agreement No. 1035944 between the State and Carver County will address the trunk highway detour; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. *Plans, Specifications, and Special Provisions.*** Plans, specifications, and special provisions designated by the State as State Project No. 1013-97 and No. 1012-24 (T.H. 212=012) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. *Exhibits.*** Preliminary Schedule "I" is on file in the office of the City Administrator and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. *Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. *Direction, Supervision, and Inspection of Construction.***
 - A. *Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. *Inspection by the City.*** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. *Plan Changes, Additional Construction, Etc.***
 - A.** The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.

- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits.

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- B. **Limited Use Permit.** The City will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit (LUP) to cover the City's liability responsibilities of the trail to be constructed upon the State Right-of-Way. It is currently expected to be LUP No. 1006-0042.

2.6. Replacement of Castings. Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.2. Trail.** Maintenance of any trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the trail in a safe and usable condition. The Limited Use Permit, currently expected to be LUP 1006-0042, will further address liability and maintenance responsibilities.
- 3.3. Retaining Walls.** Maintenance of Retaining Wall A, Wall B, and Wall C construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition.
- 3.4. Pedestrian Trail Bridge (Bridge No. 10X21) under T.H. 212.** Ownership, maintenance, repair and reconstruction of the pedestrian trail (Bridge No. 10X21). The City will perform all maintenance including, but not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, graffiti removal, signing, pavement markings, ornamental railing anchor and panel repair, painting and/or replacement of damaged ornamental metal railing panels and any other maintenance activities necessary to perpetuate the pedestrian trail bridge in a safe, usable and aesthetically acceptable condition. The State will perform periodic safety inspections of the pedestrian trail bridge and inform the City of any needed maintenance or repair.

- 3.5. Lighting.** Maintenance and ownership of trail lighting facilities construction from Feedpoint C1 at the southeast quadrant of North Reform Street and T.H. 212 through Bridge No. 10X21. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, wiring within the conduit, damaged conduit, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
- 3.6. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on T.H. 212 at Faxon Road.

4.1. City Responsibilities.

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal System and luminaire mast arm extensions.
 - v. Paint and maintain the cross street pedestrian crosswalk markings.

4.2. State Responsibilities.

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

- i. All maintenance of the EVP System must be done by State forces.
- ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
- iii. Malfunction of the EVP System must be reported to the State immediately.
- iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
- v. All timing of the EVP System will be determined by the State.

4.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

4.4. Related Agreements. This Agreement will supersede and terminate Agreement No. 67335, dated August 8, 1990, between the parties.

5. Basis of City Cost

5.1. Schedule "I". The Preliminary Schedule "I" includes all anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices..

5.2. City Participation Construction. The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory and traffic control.

A. 100 Percent will be the City's rate of cost participation in all of the utility construction.

B. 50 Percent will be the City's rate of cost participation in all of the Signal System "B" construction. The construction is included in the City's 100% cost participation described in Article 4.2 Section A of this Agreement and is tabulated on Sheets No. 2 through No. 4 of the Preliminary Schedule "I".

5.3. State Furnished Materials. The State will furnish a Type "R" cabinet and fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$16,090.90**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".

5.4. Construction Engineering Costs. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

5.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

5.6. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

6.1. City Cost. \$328,751.89 is the City's estimated share of the costs of the contract construction, State Furnished Materials and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

6.2. Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

6.3. Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

6.4. Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name, Title:	Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address:	395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone:	(651) 366-4634
E-Mail:	malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Steve Helget, City Administrator (or successor)
Address: 310 Elm Street West, Norwood Young America, MN 55368
Telephone: (952) 467-1805
E-Mail: cityadmin@cityofnya.com

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims

- 9.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF NORWOOD YOUNG AMERICA

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1036295

City of Norwood Young America

S.P. 1012-24 (T.H. 212=012)

S.P. 1013-97

S.P. 010-591-001

Fed. Proj. NHPP-HSIP-TA 0212(325)

Preliminary: March 4, 2020

Grading, bituminous mill and overlay, bituminous cold in-place recycle, bituminous surfacing, ADA improvements, retaining walls, traffic signals, lighting, box culvert Bridge No. 10X21 construction to start approximately May 2020 under State Contract No. _____ with

located on Trunk Highway No. 212 from 700 feet west of Trunk Highway No. 5 to 600 feet west of C.S.A.H. 36.

CITY COST PARTICIPATION

S.P. 1012-24 Work Items (From Sheet No. 4)

288,309.00

(1) State Furnished Materials (lump sum)

16,090.90

Subtotal

\$304,399.90

Construction Engineering (8%)

24,351.99

(2) Total City Cost

\$328,751.89

(1) City's lump sum cost for State Furnished Materials as described in Article 5.3 of the Agreement

(2) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)

Data is considered Non-public prior to project award.



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: May 11, 2020
SUBJECT: Consider Request to Waive Building Permit Fee

Mike Kimpling, 423 Morse Street N., is requesting the City Council waive the building permit fee to install a new shed at their property. Enclosed is an email from Mr. Kimpling which he states he plans to remove an existing shed and replace with a new 14'x18' shed. A building permit is required because the shed exceeds 200 sq. ft.

Recommended Motion:

Motion to approve/deny Mike Kimpling's request to waive the building permit fees for installing a 14'x18' shed.

Steve Helget

From: Kelly Kimpling <K.Kimpling@Henricksen.com>
Sent: Thursday, May 7, 2020 11:31 AM
To: Steve Helget
Subject: Mike Kimpling City Council Address Request
Attachments: Kimpling Images City of NYA.docx; Kimpling City of NYA Preliminary Permit Request.jpg
Importance: High

Hello Steve and Members of the City Council...

I would like to make a formal request to be heard at the next virtual City Council Meeting. We would like to add a Shed to our property at 423 Morse St N, NYA. The new building will be 14x18 (252 sq ft) and will be placed centered in our back yard 1 ft from the state Easement Line/Stake that is currently marked. After speaking with Steve, The City Administrator, we were informed that the allowance of Hard Scape for our property based on the GIS Carver Cty detail would be 4879 sq ft. I have measured our hardscape per his request and we total 2599 sqft. Below is a breakdown of current hardscape: Per the ordinance we would be well within the allowed amount of hardscape.

House 36x70 = 720 sq ft
Garage 24x22= 528 sq ft
Driveway 20x59 = 1180 sq ft
Sidewalk 3x36= 108 sq ft
Patio Back Yd 7x9 = 63 sq ft

We were also informed that per city ordinance that only 2 ancillary structures are allowed per property within city limits, therefore, our current bldg., that occupies the back left corner would be removed, if so required.

The reason for this bldg. is two- fold, first I am planning to use the bldg. for a carpentry workshop, second, we would like a barrier between our property and the new path that is to be installed. With this new path installation it is very much exposing our property to everyone, with removal of trees, unable to have a fence. The path is now putting people, animals, etc with no boundary between the path and our home which is very close to this pathway. There is nothing to protect us from people taking liberties of removing items from our property, keeping people and pets from walking thru, leaving behind their trash, etc. Our hope is with a building barrier it will detour those who might be inclined to "cut thru". Which we all know happens. Everyone is always looking for a short cut and sadly people do not respect others property these days and feel anything they might see could be theres for the taking. We would also like to request that the permit fee be waived as a courtesy as a concession to the fact that my property is now exposed to the general public with said new path, our beautiful trees removed. Two have been removed thus far with no reimbursement or replacement to be put in. We have also been advised by the state they could take down every tree on our property if "needed". We are hoping that is not the case, but out of our control due to their easement rules.

We had asked the state for a fence or barrier of some kind and were denied, as they will not because they do not want to be responsible for the maintenance. We had address the council once before on putting up a fence and that request was never fully address due to where the state is requiring its placement.

Please advise if we would be able to add this building to our property. I have also added an attachment with images of the new building, the placement location of the property and the shed that would be removed if so required. This building will be custom build by Grandview Building and would be installed by them as well.

Thank you for your time and consideration, It is greatly appreciated.

Mike Kimpling

KIMPLING: 423 MORSE ST N, NYA

New Building 14' x18': Factory Image, all the same with the exception of the entry door will be a standard Exterior door with window and grids for locking security



Location on property of new building Staked out:



Location showing State of MN (DOT) Easement Marker:



Existing Building to Be Removed if Required by City:







TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: May 11, 2020

SUBJECT: Approve SCDP Commercial, Mixed Use and Rental Rehab Program Procedural Guidelines

A requirement of the Small Cities Development Program (SCDP) grant is the City adopt Commercial, Mixed Use, and Rental Rehabilitation Program Procedural Guidelines. Enclosed is the proposed guidelines.

Recommended Motion:

Motion to approve the City of Norwood Young America Small Cities Development Program Commercial, Mixed Use and Rental Rehab Program Procedural Guidelines.

CITY OF NORWOOD YOUNG AMERICA

SMALL CITIES DEVELOPMENT PROGRAMS

**COMMERCIAL, MIXED USE AND RENTAL
REHABILITATION PROGRAM**

PROCEDURAL GUIDELINES

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POLICIES AND PROCEDURES, CITY OF NORWOOD YOUNG AMERICA
THE CITY OF NORWOOD YOUNG AMERICA
SMALL CITIES DEVELOPMENT PROGRAMS
COMMERCIAL, MIXED USE AND RENTAL REHABILITATION PROGRAM
PROCEDURAL GUIDELINES

I. PROGRAM OBJECTIVE:

To assist eligible building owners in rehabilitating their commercial buildings, mixed use buildings and multi-family rental buildings utilizing Small Cities Development Program funds.

II. FAIR HOUSING/EQUAL OPPORTUNITY:

It is the policy of the City of Norwood Young America to work to further fair housing opportunities in our programs and to administer our housing programs in a way that all residents of similar incomes have equal access to programs regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status.

No person will be denied services, contracts for project services, or access to program information and materials due to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status. There will be no discrimination of persons in the administration of the Rehabilitation Program.

It is the policy of the City of Norwood Young America that marketing efforts will be such that no potentially eligible applicants or providers of services are excluded from participating. Affirmative marketing will include efforts to reach people have traditionally not participated in similar programs or have not been aware of available assistance. This includes, but is not limited to single heads of households, people of color or people with disabilities.

III. DATA PRIVACY:

Information on program applicants shall be gathered and released in accordance with the Minnesota Data Practices Act. All information including names, addresses, income and income sources, assets and asset sources, and financial reports will not be released without prior, written consent of the applicant as specified by the ACT. The Data Release Form will inform the applicant of what information will be released and to whom. Information will only be gathered and released for solely administrative purposes such as eligibility determination, administrative review, coordination and securing of leverage funds. Private information may be released to the following agencies or organizations: City Council, Carver County CDA, Minnesota Housing Finance Agency, FmHA, Lending Institutions, MN DEED and HUD.

IV. CONFLICT OF INTEREST:

1. **GENERAL CONDITIONS:** No member of the governing body of the locality and no official, employee, or agent of the local government, Carver County CDA or the City of Norwood Young America who exercises policy, decision-making function or

responsibilities in connection with the planning and implementation of the Rehab Program shall directly or indirectly benefit from this program. This prohibition shall continue for one year after an individual's relationship with the City of Norwood Young America or Carver County CDA ends. Specific prohibitions are as follows:

- a. **Program participation**: No member of the governing body of the locality of the City, no official, employee, or agent of the local unit of government, Carver County CDA or the City of Norwood Young America, as defined above, shall accrue direct or indirect program benefits.
 - b. **Contractual Relationships**: No member of the governing body of the City, no official, employee, or agent of the City of Norwood Young America, or Carver County CDA, as defined above, shall obtain direct or indirect interest in any contract, subcontract, or agreement in any activity in this program that provides financial compensation for services.
 - c. **Prohibition Extensions**: This prohibition extends to contracts or direct benefits in which a spouse, minor child or business partner may have personal or financial interest.
2. **DETERMINATION OF CONFLICT OF INTEREST**: When questions arise, or a situation is unclear an initial Opinion of Conflict of Interest shall be sought from the City Attorney. That Attorney's Opinion will outline areas that the situation is within or outside applicable Federal Regulations 24 CFR 570, Uniform Administration Requirements and State Statutes 412.311 or 471-87 through 471.89. Upon determination that a conflict exists, a disclosure and description of the nature of the conflict must be made public and together with the Attorney's Opinion shall be forwarded to DEED Staff. At DEED's discretion, this may be forwarded to the Minnesota Attorney General for the State's Legal Opinion.

V. **DEFINITIONS:**

Carver County CDA .Carver County Community Development Agency

City .City of Norwood Young America

Deferred Loan .A loan that requires no monthly payments but is paid back in a **prorated manner** (see forgiveness period below) at the time the property is sold, title is transferred, or people are no longer living there, if within 5 years of the repayment agreement date.

Dilapidated Buildings .A property that is determined not suitable for rehab because of the condition of the home and other factors considered when determining if a property is suitable for rehab.

Forgiveness Period .A period after 5 years when the loan will be fully forgiven, starting on the date that the repayment agreement is signed. (20% per year is forgiven for every year of ownership). All SCDP loans will be secured with a repayment agreement against the property.

Equity .Equity that is calculated by deducting the existing debt from the estimated market value. A modified estimated market value will be used to evaluate the equity for the program in the City of Norwood Young America.

Rehabilitation Advisor .Carver County CDA Staff who are inspectors and construction managers on each individual project.

Leverage Funds .Non-SCDP resources used to finance a portion of the repairs of the rehab project.

Project Manager . Carver County Community Development Manager

Rehabilitation Standards .Carver County CDA's Rehab Standards, which include; Section 8 Housing Quality Standards (HQS), and Carver County CDA Energy Efficiency Standards.

Standard .Is a housing unit that is generally in good condition, and may have no or slight defects, which can normally be corrected during the course of regular maintenance. Examples of slight defects include:

- Slight chipping, peeling or unfinished exterior painting
- Slight damage to porch and steps
- Broken rain gutters or downspouts

Substandard .Are those housing units that are in need of minor or moderate rehabilitation. Minor or moderate rehabilitation involves one or a number of repairs needed to make the dwelling unit standard. Examples of defects include:

- Holes, open cracks, rotted, loose or missing materials over a small area of foundation, walls and roof
- Shaky and unsafe porch, steps or railings.
- Several broken or missing windowpanes.
- Rotted or loose window frames or sashes that are no longer rain or wind proof
- Lack of rain gutters and erosion of landscaping.

Suitable for Rehabilitation .There are several factors considered when a determination is made as to whether or not a property is considered suitable for rehab. The primary factors are structural stability and the economic feasibility of the improvements to be made to the dwelling. For a more detailed description of Suitable for Rehabilitation see Section IX.

Target Area .Is a designated area within the downtown business districts of City of Norwood Young America, identified in Attachment A.

VI. PROGRAM ADMINISTRATION:

1. **GENERAL ADMINISTRATION:** The City of Norwood Young America will be contracting with the Carver County CDA for the general administration of the City's Small Cities Development Program.
2. **FIELD ADMINISTRATION:** Carver County CDA is responsible for all administrative

services related to the rehab component, including: marketing, taking rehab applications, determining eligibility, conducting housing inspections, develop scope of work, bids and specifications, obtaining city and financial approval, perform loan closings, issue proceed to work notices, construction management, and inspect completed work. Carver County CDA will submit signed completion certificates for each project invoice to contractors for City approval/payment. The Carver County CDA will also bill the City for actual administrative costs incurred by the Carver County CDA. The City will review and approve the payment request and draw the funds from DEED. Upon receipt of the funds from DEED, the City will cut a check to Carver County CDA for reimbursement of expenses incurred by Carver County CDA on behalf of the City of Norwood Young America.

3. **FEDERAL COMPLIANCE:** The City and Carver County CDA will share in the responsibility to comply with Federal regulations regarding the administration and implementation of this Small Cities Development project.

VII. HOUSEHOLD ELIGIBILITY:

1. The housing rehabilitation program is designed to be of 100 percent benefit to households of low to moderate incomes. Income Limits set by the Department of Housing and Urban Development for the Section 8 Existing Housing Program will be followed. Income limits are adjusted for family size as listed below. These limits shall be adjusted periodically upon HUD notification of income revisions.
2. Income for the purposes of this rehabilitation program shall be defined as gross annual income including salary, interest income, commissions, bonuses, interest dividends, tips, capital gains or sales of securities, annuities, pensions, rental property income (adjusted as allowed by the IRS), partnerships, estates or trust income, child support, alimony, social security, MN Family Investment Program (MFIP), and miscellaneous income. Gross annual income from self-employment shall be deemed to be the net profit from said self-employment, as declared by the applicant in Schedule C, F, or E, Part III, as appropriate, of the United States Internal Revenue Service Form 1040, or any other such schedule as may hereafter promulgate, but including all depreciation as income.
3. All income shall be verified in writing and projected forward for 12 months. The following examples listed below are considered acceptable:
 - a. An income verification sheet which is assigned by a third party at the source of income;
 - b. The previous two years tax returns shall be used for those applicants who are self employed or having variable incomes;
 - c. Signed third party verifications from banks, savings and loans, insurance companies, etc.
 - d. Such other written/printed verifications as deemed appropriate by Carver County CDA.
4. Assets shall be defined as being in the following two separate categories for the purposes of this program;

- a. Liquid assets are those defined as cash on hand or deposits in savings or checking accounts.
 - b. Non-liquid assets are those that are real property, vehicles, or any other material possession.
5. There will be no asset limitation associated with the SCDP loans.
6. No member of the governing body of the City, and no official, employee, or agent of the local government or Carver County CDA, who exercises policy, decision making function or responsibilities in connection with the planning and implementation of the Housing Rehabilitation Program shall directly or indirectly benefit from this program. This prohibition shall continue for one year after an individual's relationship with the City or Carver County CDA.

VIII. LOAN STRUCTURE

The Rehabilitation Program will provide rehabilitation funds to commercial businesses to address blight and slum, mixed use and rental to assist low/moderate income tenants as follows:

- Commercial loans up to \$40,000 deferred 5 years
- Mixed use & rental up to \$8,000 per unit

If the applicant is also eligible for any other low-income housing rehabilitation programs, such as the MHFA Rehab Program, CDA Revolving Loan Program or the Weatherization Program administered by the CAP Agency, every attempt will be made to leverage these programs in conjunction with the Small Cities program.

Household Income Limits by Household Size

CARVER COUNTY MEDIAN INCOMES

FAMILY SIZE	1	2	3	4	5	6	7	8
ANNUAL INCOME	\$52,850	\$60,400	\$67,950	\$75,500	\$81,550	\$87,600	\$93,650	\$99,700

IX. LOAN AMOUNTS

LIMITS AND MAXIMUM

1. **LOAN LIMITS:** The maximum SCDP project size will be \$40,000.
2. **SUITABLE FOR REHAB CONSIDERATIONS** The following factors will be considered in determining the project size and whether it is suitable for rehab:
 - a. **Rehabilitation Feasibility:** Properties to be rehabbed through this program must be feasible for rehabilitation, both economically and from a planning perspective. Property may be deemed ineligible for rehabilitation if it is located in an area where residential property is an inappropriate usage or the value of property for residential usage is generally declining. The Rehab Advisor will generally determine if the property is suitable for repair. However, if the property is determined to be more than moderately substandard by the Rehab Advisor, the CDA will take that application to the City of Norwood Young America City Council to determine if the property is feasible for rehabilitation.
 - b. **Housing Replacement Costs:** Housing Replacement costs can be used to justify housing rehabilitation in cases where substantial rehabilitation is necessary and there are no other housing alternatives for the applicant. In general, if rehabilitation of a house is less than 75% of the cost of new construction of a home of similar size, style, and amenities, then it may make economic sense to allow rehabilitation. Usually rehabilitation activities that exceed economic housing values are done because of other socio-economic considerations.
 - c. **Socio-Economic Considerations:** When a housing unit has been determined to be unsuitable for housing rehabilitation due to economic considerations, other factors should also be evaluated. Those factors range from the economic cost of relocation, to the physical condition or age of the occupant, to the physical condition or characteristics of a neighborhood. These factors, which will be called socio-economic factors, are tangible or intangible factors that have some social or economic value to the community over and above the strict monetary considerations of a housing rehabilitation project. In fact, many socio-economic considerations can incur costs to the community that far exceed the cost of a housing rehabilitation project. Socio-economic factors need to be evaluated before a decision is reached not to rehabilitate. Some of these factors can be:
 1. *Handicap Accessibility Modifications*
 2. *Lack of Housing Alternatives*
 3. *Cost of Relocation*
 4. *Expensive Housing Alternatives*
 - a. *Nursing Home*
 5. *Historic Renovations*
 6. *Neighborhoods or Areas with Depressed Market Values*

X. **PROJECT FUNDING**

1. **FUNDING TYPE:**
 - a) The SCDP funds will be in the form of a loan without interest or periodic payments which must be repaid on a pro-rated basis in the event the improved property is sold, transferred, conveyed or within 5 years. All SCDP loans shall be secured with a

repayment agreement.

2. Cases where the applicant can go to another agency for rehab loans or grant funds, Carver County CDA will supply specifications and bidding documents or any other documentation required by the funding source. Carver County CDA will also coordinate contractor activities and payments with other agencies.
3. In some cases, applicants will be able to secure loan funds from local lending institutions when Carver County CDA is unable to underwrite a loan. When an applicant does secure funds from a lending institution Carver County CDA will provide specifications, bidding documents, warranties or any other documentation required by the lending institution before loan closing. However, before any proceed to work is sent to a contractor, the loan proceeds must be in the homeowner's escrow account and require the lending institution's authorization before any funds can be dispersed. This will be triggered by a completion certificate signed by the homeowner, contractor, and Carver County CDA's representative.
4. Owners may also wish to contribute labor towards the completion of the project. To do this must exhibit adequate skill and the physical ability to perform the work required. Their ability will be determined by the Rehab Advisor. Work agreements will be signed by the homeowner with strict completion dates to insure timely project completion.
5. Loan proceeds will be held in escrow accounts from all sources, except where prohibited by other lending sources, until the improvement has been completed to the satisfaction of the applicant and the Project Manager (Rehab Advisor). The escrow will be held in a special account labeled as "leverage funds" and cannot be released until the applicant has signed a completion certificate, indicating that they are releasing the funds to the contractor.

XI. ELIGIBLE PROPERTIES

SCDP funds will be used to improve properties, which meet the following criteria:

- a. *The property must be located within the boundaries of the designated target area.*
- b. *The property must be substandard but suitable for rehab.*
- c. *The property must be a permanent structure.*
- d. *The owner must individually or in aggregate have a qualifying interest in the property consisting of at least. '*
 1. A 1/3 interest in the fee title. Such interests must be subject to a mortgage, and must demonstrate the ability to secure the signatures of all remaindermen and spouses with interest in the property, as loan guarantors;
 2. A 1/3 interest as purchaser in a contract for deed. Such interests must secure the signatures of all parties and spouses that have interest in the property both as a contractor vendor and contract vendee;
 3. A valid life state. Such life estates must be recorded and must appear in the records of the county. All remaindermen must be listed and must also sign the mortgage as loan guarantors;

- e. The property must be occupied by low/moderate income households, and the applicant.
- f. The property taxes on the applicant's property must be current at the time of application; rehabilitation money will not be reserved for the owner if there is a delinquency. Proof of payment will be required prior to proceeding with the processing of the application. The building must also be current on insurance. Proof of insurance must be provided at the time of application.

XII. ELIGIBLE IMPROVEMENTS

- I. It is the goal of this rehabilitation program to rehabilitate substandard building to the Carver County CDA Rehabilitation standards as set forth by the Norwood Young America City Council. These standards include HUD's Housing Quality Standards and Carver County Energy Efficiency Standards. If the home will not meet the rehabilitation standards with utilizing the Small Cities and other available funds the home will not be eligible for the Small Cities Development Program.
- 2. The primary focus of this rehabilitation program is to eliminate health, safety, energy, and structural deficiencies in the dwelling units within the target area. In all cases those types of housing deficiencies will be addressed before any other improvement can be considered. There will be no work funded through the SCDP for strictly cosmetic purposes.
- 3. Only permanent improvements can be funded through the SCDP. Permanent improvements shall be those that include conversions, alterations, renovations, or repairs upon and in connection with existing dwelling units, which correct defects and deficiencies in those units. A permanent improvement shall be defined as an improvement that meets the following criteria:
 - a. The Structure shall have a projected useful life of a minimum of 10 years.
 - b. The structure shall be livable, safe, structurally sound and habitable.
 - c. All improvements shall meet all governing applicable codes, however, existing situations may be "grandfathered in" if the code violation is not one that is associated with any health, safety, energy or structural violations.
 - d. Those structures where overcrowding exists shall be prioritized. Overcrowding shall be determined by the building design and the number and sex of the occupants.
 - e. If the structure has been determined historically significant by the Minnesota Historical Society, plans for exterior improvements to the structure must be reviewed by the Minnesota Historical Society.

XIII. INELIGIBLE IMPROVEMENTS .Swimming Pools, patios, decks (unless existing and determined hazardous), fireplaces, window/door coverings (curtains, blinds, etc.), landscaping (unless needed for drainage purposes and then improvements should be limited to resolving problem), outbuildings (unless clearly hazardous or peeling lead paint), recreational improvements, woodstoves, 200 AMP service unless needed (than justify), payment of any improvements made before application approval, improvements not consistent with established standards, driveways, sidewalks (unless health, safety problems), water softener,

garage door opener (unless handicap accessible improvement), wallpapering. Flooring and fixtures shall only be replaced to comply with the HQS Standards (see attached). In addition, SCDP funds shall not be used in whole or in part to finance or to satisfy an existing debt.

XIV. FLOOD PLAIN REVIEW

Properties located within the 100-year floodplain are only eligible for non-substantial rehabilitation.

XV. HISTORICAL SOCIETY REVIEW

1. All properties which are over 50 years of age will be reviewed by the Carver County CDA in accordance with the Programmatic Agreement to determine if the structure is historically significant before any rehabilitation occurs.
2. After the initial property inspection has been completed by the Rehab Advisor and the home has been determined to be over 50 years old *and* historically significant, the following will be submitted to the Minnesota Historical Society Officer (SHPO).
 - a. A photograph of the property (original, no photocopies)
 - b. Year that the property was built
 - c. Address or location of property
 - d. Any known historical information about the property (original owner, architect, associated events or persons.)
3. Any changes in the scope of the project requested by the SHPO will be initiated.

XVI. LEAD BASED PAINT

At the time of the application, each applicant will receive Lead Based Paint Warning Information and sign off that they have read and understand that literature. At the time of the inspection, evidence of chipping and peeling paint will be noted and addressed in the bidding process so that Lead Based Paint concerns are met. The specifications and scope of work related to painting include provisions that do not allow the use of lead base paint on any rehabilitation project. DEED's policy on lead based paint will be adhered to.

XVII. MARKETING

1. Carver County CDA, on behalf of the City will conduct outreach in the target areas and will solicit applications for the program in the following ways:
 - a. Notifying all applicants on the Target Area waiting list.
 - b. Issue press releases advertising community meetings on SCDP grant both to local newspapers and to the local radio stations if applicable.
 - c. Make a direct mailing of program information to the homeowners in the target areas

- if necessary to generate additional applicants.
- d. Develop brochures and send them out with the Municipal Utilities billing statements.
- e. Develop posters and post them in prominent areas in the City, and at the local food shelf.

XVIII. APPLICATION AND APPLICANT SELECTION PROCEDURES

1. Applications will be received on a first come, first served basis, starting from the waiting list, which will be prioritized from the date at which the interested party first contacted Carver County CDA. Project approval for funding will be based upon first come first serve which will require the homeowner to provide all necessary documentation to proceed with loan closing. Applicants will be selected for participation in the SCDP based upon applicability to the program guidelines. Carver County CDA will use the following guide to access the preliminary eligibility of the applicant.
 - a. Whether or not the applicant is income eligible for a SCDP loan
 - b. Credit history and debt-to-income ratio-as needed for leverage/additional sources.
 - c. Location of the applicant's property.
 - d. Property ownership.
2. Once an applicant has been determined eligible for a SCDP loan then an inspection of the property will be conducted by the Rehab Advisor, the Rehab Advisor will determine what work is necessary to bring the property into compliance with the Housing Standards. The Rehab Advisor will then prepare a Scope of Work (work write-up) which will identify any violations to the Rehabilitation Standards and will also include any eligible improvements requested by the applicant that fall outside of the mandatory improvements. The Scope of Work shall be considered a binding contract between the applicant and the contractor performing work at the applicant's property. The Scope of Work will contain written cost estimates and will be used as part of the decision regarding reasonable cost bids and/or used as the basis for establishing a reasonable cost if only one bid is received.
3. The Scope of Work shall contain the following project and contractual documents:

<ol style="list-style-type: none"> a. Instructions to the bidder; b. Bid Proposal c. Diagrams and Lay-outs; d. General Conditions; 	<ol style="list-style-type: none"> e. Special Conditions; f. Specifications categorized by trade
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------

THE CARVER COUNTY CDA WILL REQUIRE THE OWNERS TO GET 2 BIDS UNLESS THERE ARE SPECIAL CIRCUMSTANCES.

XIX CONTRACTING PROCEDURES

1. The Contract is between the applicant and the contractor. The applicant will be provided a list, maintained by Carver County CDA, of contractors to choose from, however, an applicant is free to choose any contractor, as long as they meet license and insurance requirements.
2. The contractor bids off of computer-generated bid specifications and a scope of work

prepared by the Rehab Advisor following their inspection of the property and discussions with the homeowner. The Rehab Advisor after initial inspection of the property will draw up a cost estimate on the approved repairs. This cost estimating will assist the homeowner in comparison shopping when contractor bids start to come in and/or if only one bid is submitted on the property. A sole bid may be approved if it meets the cost reasonableness test based on the cost estimate.

3. Contractors will be allowed to bid on any and all rehabilitation projects, however, due to our adherence to our 90-day construction period.
4. The Contract shall be awarded to the lowest base bid, unless one of the following circumstances occurs:
 - a. The Contractor has failed to follow the procedures as outlined in the Instructions to Bidders.
 - b. The Contractor fails to bid according to the specifications, and it proves impossible to compare that contractor's bid with the other contractors;
 - c. The bid is determined to be unrealistically low by the Rehab Advisor and the Contractor agrees to withdraw the bid;
 - d. The homeowner does not want the low contractor to perform the work and agrees to pay the difference between the lowest bid and the preferred contractor's bid.
 - e. All bids in a trade category are determined to be unrealistically high or non-competitive in which case all bids in the questionable trade category will be thrown out and different contractors solicited for bids.
5. Upon acceptance of the bid by the homeowner, the Rehab Advisor will package the project according to the eligibility of the homeowner to the various leverage sources and the Small Cities Development Program. The package is then reviewed by the Rehab Advisor. Once the package has been approved, the Repayment Agreement is drawn up and a loan closing is conducted by the Community Development Manager.
6. Upon closing the Rehab Advisor issues a Notice to Proceed to the accepted contractors. That notice will allow the contractor 90 days in which to complete the awarded contract. Ninety days will be the allotted amount of time except under the following conditions:
 - a. The work is weather dependent and weather conditions have not allowed the completion of the work;
 - b. The Notice to Proceed is issued too late in the building season to allow weather dependent work to be completed on time;
 - c. The owner preferred contractor is too heavily committed, and a work schedule is established and is acceptable to the owner, the Rehab Advisor, and the contractor;
 - d. Unforeseen difficulties develop with the approved work and force a delay.
7. After work begins, interim inspections will be scheduled by the Rehab Advisor to monitor work progress and work quality. If a dispute arises between a owner and a contractor the Rehab Advisor will attempt to find a means of resolving the conflict. If a solution cannot found then the Appeals process will be initiated.
8. All contractors will agree to the payment schedule contained within the Contractor's

Application that is as follows:

- a. Payment shall not be required until the work has been inspected and approved by the homeowner and the Rehab Advisor and a completion certificate has been executed by both in connection with such inspection.
 - b. Partial payments may be made by the CDA with sufficient withholding to protect the owner and/or the CDA from loss on account of incomplete or defective work and/or contractual obligations.
 - c. Payments will be made only upon presentation of the following documents;
 1. Billing Statement
 2. Lien Waiver
 3. Completion Certificate
9. Change Orders to the contract require the signature of the homeowner, the contractor, the Rehab Advisor, and the Housing Coordinator. Change Orders will specify who is responsible for the increased cost. These costs may be the responsibility of the homeowner and, if so, these funds must be placed in the appropriate escrow account. Change Orders will be allowed only for the following reasons:
- a. To rectify hidden deficiencies that are discovered once the work has begun;
 - b. To change a specification due to unforeseen difficulties arising after work has begun;
 - c. To address a deficiency that was inadvertently dropped from the project during project packaging.
10. A contractor's contract can be terminated under the following procedures:
- a. Poor work performance on the job site and the demonstrated inability to rectify the poor workmanship. The cost of repairing poor workmanship and the higher costs of awarding the bid to the next lowest bidder shall be deducted from any amount owed to the initial contractor for work completed. In all cases the contractor shall be given the opportunity to rectify the problem before removal procedures are instituted. The Rehab Advisor shall institute the following procedures when negotiating a workmanship problem:
 1. Shall set up a meeting at the job site with the contractor and homeowner to attempt to come to a consensus;
 2. Shall contact the contractor the second time by certified mail notifying the contractor that the workmanship is still poor and specifying the areas that need to be addressed to satisfy the contract, giving the contractor a fifteen (15) day time limit in which to make the required repairs.
 - b. Causing undue damages to a owner's property and the inability or unwillingness to correct the damages. The cost of repairing damages will be deducted from any money owed the contractor for work already completed. If the amount owed is insufficient to cover the costs of the damages then Carver County CDA will assist the homeowner, if necessary, to reclaim damages by legal means.
 - c. The inability of the contractor to perform the work within the allotted time;

- d. Irreconcilable and irresolvable differences between the contractor and the owner;
- e. Contractors who are removed from a contract shall be removed from the Contractors List and shall be prohibited from being awarded any contract with Carver County CDA.

XX. CLIENT FILES

1. The Community Development Department of Carver County CDA, on behalf of the City of Norwood Young America, shall maintain files on each applicant throughout the duration of the program. Each applicant's file shall include the following:
 - a. **Work Progression Chart**: This form allows easy monitoring of the file and enables those working with it to see at a glance, just what stage the project is at. This form will be attached to the inside cover of the file;
 - b. **SCDP Loan Application**: This form will provide information relative to family size and composition, employment information, household income, applicant affordability, and monthly expenses. The form will also provide data on the property to be improved. Verification of all income, as well as a copy of the applicant's most recent property tax statement shall be attached to the application. Proof of property ownership (Warranty Deed, Torrens Certificate, Recorded Contract for Deed, Recorded Life Estate, etc.) must also accompany the application. The lead paint warning will be included at the bottom of this form & will be signed by the applicant attesting that they have read & understand the dangers associated with lead based paint.
 - c. **Third Party Income Verification**: This form provides third party verification of an applicant's income. These forms shall be signed by a representative from the source of income;
 - d. **Property Inspection Form**: The Inspection Report shall be prepared by the Rehab Advisor. The Inspection Report is designed to include a specific account of the condition of the property & all corrective actions necessary;
 - e. **Scope of Work**: The Scope of Work is the contract between the applicant & contractor & specifies the exact work, which will be performed at the eligible household's property.
 - f. **Bids and Warranty's**: These forms shall be signed & dated by the homeowner & the contractor & will be used as legal binding contracts;
 - g. **Repayment Agreement**: This form is the legal mechanism by which a Lien is placed against the improved property until the loan is repaid, with no interest, at the time of property ownership transfer within 10 years;
 - h. **Close-Out Packet**: A letter is sent to the homeowner informing them of completion & contains copies of the Repayment Agreement, & Completion Certificates.

XXI. CITY APPROVAL PROCESS

1. No rehabilitation projects shall be reviewed by the Norwood Young America Economic Development Authority (City Council) and the Carver County CDA Board. SCDP

approval was provided via the contractual agreement to apply for SCDP funding. All applicants as part of the application process sign a data privacy release form allowing Carver County CDA to disclose information. The project information shall consist of the applicant's household composition, estimated market value, list of rehabilitation activities, and estimated SCDP loan amount. If the CDA denies a project, reasons for denial must be stated in writing, within 15 days, & forwarded to the applicant & City of Norwood Young America. Carver County CDA will provide information on the appeal process to the applicant, Section XXIII. Any applicant whose application is denied shall have the right of appeal before the City Council.

XXII. CLIENT COMPLAINT PROCESS

I. Initial client complaints about any aspect of:

1. Carver County CDA's service delivery
2. Carver County CDA's staff; and or City Staff
3. Program restrictions; or
4. Contractor relations/workmanship

may be pursued verbally or in writing to the Carver County CDA Assistant Director and shall be responded to by either the Housing Services Coordinator or the Housing Rehabilitation Specialist who shall work with staff, the contractor, and the client to resolve the problem within two weeks. If the applicant is still dissatisfied, the client may further pursue the complaint as follows:

- a. File a written complaint within two weeks of the original complaint. This complaint shall be responded to by the Executive Director within two weeks.
- b. If still unsatisfied, a complaint may be filed with the overall Project Coordinator for the City's SCDP project (in this case, the Norwood Young America City Administrator) which will be taken to the City Council for action at their next regularly scheduled meeting.
- c. If still unsatisfied, the complaint will be forwarded to the MN Dept. of Employment and Economic Development along with the following information:
 1. A copy of the written complaint and request for satisfaction under the appeals process.
 2. A copy of all correspondence between Carver County CDA and the appealing client concerning the appeal dispositions.
 3. The final appeal disposition.

XXIII. PROJECT APPEAL PROCESS

- I. If a household's application for any reason is denied or a household is dissatisfied with the level of assistance they have received, the following procedure is to allow for a standardized appeal/complaint process to all applicants. Upon complaint an applicant will be informed of the following procedure:
 - a. That a written procedure for appeal is available.
 - b. In the case of denial of assistance or service, a written notice shall be sent to the

- applicant clearly stating under what condition that application was denied and also a copy of this appeal process;
- c. Initial client appeals about any aspect of Carver County CDA's service delivery expressed verbally or in writing shall be forwarded to the appropriate department and shall be responded to by the Department Head within two weeks. If the applicant is dissatisfied with the response then the client shall be informed of the following procedure;
 - d. The applicant who wishes to appeal the initial response, must submit a request for appeal in writing within thirty days of the initial response. This request must state the reason(s) for the appeal and should include any information that the applicant feels is pertinent to the appeal;
 - e. All appeals should be addressed to:
Carver County CDA
Executive Director
705 North Walnut Street
CHASK, MN 55318
 - f. The Assistant Director shall be designated by the Carver County CDA Executive Director to review all written appeals with the Executive Director.
 - g. If the Executive Director and the Assistant Director do not concur on the findings, the Executive Director shall respond to the applicant, in writing, including the results of the review, an explanation of the findings and the next step the applicant can take if he/she is still not satisfied with the response;
 - h. Or if the Executive Director and the Assistant Director do not concur on the findings, the appeal will be presented to the City of Norwood Young America City Economic Development Authority whose written decision shall be final and presented to the applicant within fifteen (15) working days.
 - j. Any further appeal actions will be forwarded to the MN Dept. of Employment and Economic Development along with the following information:
 1. A copy of the written complaint and request for satisfaction under the appeals process.
 2. A copy of all correspondence between Carver County CDA and the appealing client concerning the appeal disposition
 3. The final appeal disposition.

XXIV. LOAN REPAYMENT

1. Within five (5) years from the date of loan closing, when a property is sold or transferred, the loan principal is due in full. The loan funds will be repaid to the City, in full, from the proceeds from the sale when an improved property is sold.
2. The City will use the repaid funds to help address the future rehab needs within the City in the exact manner as outlined in the proceeding procedures.

XXV. PROGRAM INCOME

Income from the repayment of loans will be held by the City and tracked separately from other City funds. Repayments will be used by the City to assist in the repair of their buildings in

similar fashion of their original use. The Carver County CDA will not administer the program income funds as they come in and will not continue their role of administrator. City of Norwood Young America will be responsible for the administration of program income.

XXVI. PROGRAM FRAUD

EVIDENCE OF FRAUD: The Administrator shall refer to any participating households, where evidence of fraud or misrepresentation is present, to the Minnesota Attorney General for appropriate investigation and legal action.

XXVII. SUBORDINATION POLICY

The City of Norwood Young America will subordinate to new financing if the applicant is refinancing to receive a lower interest rate than their current financing. The City will not subordinate in the following situations:

Cash Out – the City will NOT subordinate to new financing if there is cash out of the transaction. Cash out means that the applicant borrowed more than the amount needed to pay off any existing mortgage balance(s). Cash out includes the paying off of credit cards, other loans and funds for property improvements.

Pre-payment Penalty – The City will NOT subordinate if there is a pre-payment penalty required to be paid if the current financing is paid off or if the new financing obtains a pre-payment penalty.

Adjustable Rate – The City will NOT subordinate if the applicant is obtaining an ARM with less than 5-years at a fixed rate before adjustment.

Balloon – the City will NOT subordinate if the new financing contains a balloon payment.

Points – the City will NOT subordinate if the new interest rate plus all points will result in the new interest rate being higher than the current mortgage's interest rate.

Exceeding Market Value – if an applicant refinances their mortgage debt frequently there is a possibility that the continual financing of the closing costs will substantially add to the property debt. The City reserves the right to request a copy of the appraisal. The City will NOT subordinate if the new outstanding principle balance, including the City's subordinate financing, will exceed the market value of the property. The City reserves the right to decline multiple requests for subordination on a case by case basis.

Review/Process Subordination Requests

Requests for approvals of subordinations must be submitted to the CDA at least 10 days prior to the expected closing date of the new mortgage. A \$50 review/processing fee will be required for all subordination request. The CDA reserves the right to charge up to \$100 if the requested documentation is not provided in a timely manner or is incomplete.

- Outstanding principle balance of current loan(s), monthly payment(s), interest rate and remaining term
- Copy of Good Faith Estimate which includes: amount of new mortgage, monthly payment, interest rate and term
- Copy of Title Insurance Commitment
- Name and phone number of the loan representative for the new mortgage

Please allow 5 business days after receipt of all required documentation to receive a copy of the executed subordination. After the closing, the closer should forward a copy of the recorded subordination agreement to the Carver County CDA.

XXVIII. AMENDMENTS/DIRECTIVES

These procedural guidelines may be amended or supplemented from time to time by the City of Norwood Young America/Carver County CDA by issuance of revised pages to be effective on the date of issue.

By: _____

Attest: _____



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: May 11, 2020

SUBJECT: Discuss Mixed Residential/Commercial Building Use on Elm Street Property

On April 24, 2017, the Council adopted Ordinance No. 287, which amended the Zoning Code to allow in the C-3, Downtown Commercial, residential uses on the first floor provided the following are met:

1. The residential use does not compose greater than fifty (50) percent of the ground floor area;
2. A storefront is retained in the front of the building adjacent to public streets;
3. A separate entry is provided for the residential use;
4. The residential use is not adversely impacted by the adjoining commercial use in terms of hours of operation prior to 7:00 a.m. or after 9:00 p.m., production of odor or noise, or increased traffic generation;
5. Off-street parking is provided for the residential use.

KJS Properties, the owner of the property located at 219 Elm Street W., applied for a building permit in 2018 to conduct some building rehabilitation on the first floor. KJS Properties' building permit was approved without staff confirming that the residential use would not compose greater than 50%.

To confirm whether the residential use complies with City Code, the City directed Metro West Inspection Services to physically measure the dwelling units (2) and other areas on the first floor. In addition, utilizing the plans submitted with the KJS's building permit, Bolton & Menk Engineering measured the first-floor area. I also completed a similar measurement utilizing the building plans.

It has been determined that the residential areas occupy 75 square feet more than allowed according to City Code. Enclosed is a copy of the building plans KJS submitted with their 2018 building permit.

Proposed is to discuss whether a variance should be applied for.

Recommended Motion:

Motion to have KJS Properties apply for a variance from the C-3, Downtown Commercial District, maximum 50% residential ground floor use requirement.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: May 11, 2020

SUBJECT: Approve Auction or Disposal of Stored Items from Nuisance Abatement

On November 14, 2019, the City entered the property located at 132 Elm Street E. and abated nuisance violations. As permitted by a court order for such, the City performed the cleanup and abatement to remove all public nuisances, including all junk, garbage, machinery, equipment, debris, and other refuse on the exterior of the property. The City disposed of trash and junk but placed in storage items that may have some value.

A second nuisance abatement of this property was conducted on March 2, 2020. Again, junk, garbage, and debris were removed from the property. No items were placed in storage from this abatement.

In respect to the first abatement, a letter dated November 29, 2019, was mailed to the owner of the property at 132 Elm Street E., stating that the personal property items placed in storage may be reclaimed upon payment of all costs associated with abating the property. To date, the property owner has not made restitution to the City for costs incurred due to the nuisance abatements.

In January 2020, the Council adopted Ordinance No. 323 creating Section 130 which provides for the disposal of unclaimed property. The code provides that the City will retain property coming into its possession for 60 days. If the property remains unclaimed for a period of more than 60 days the City may sell the property to the highest bidder at a public auction or sale conducted in a manner directed by the Council following ten days' published notice describing the property to be sold and specifying the time and place of the sale. If the unclaimed property is not sold, the City may donate it to a nonprofit organization that has a significant mission of community service or it may otherwise dispose of the property as directed by the Council

Proposed is discuss the disposal of the unclaimed property of 132 Elm Street E.

Recommended Motion:

Motion to proceed with the sale of unclaimed property of 132 Elm Street E.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: May 11, 2020

SUBJECT: Discuss Fire Department Ladder Truck Financing Options

At the April 27th regular City Council meeting, the Council approved a motion to purchase a 2018 Pierce ladder truck. The City's current ladder truck was scheduled to be replaced in 2022. The purchase price for the 2018 Pierce ladder truck is \$758,000.

The Finance Committee has met and is making the following recommendations:

1. To finance the ladder truck purchase under the General Obligation Street Reconstruction and Refund Bonds, Series 2020A, planned to be sold to finance the Highway 212 Underpass and CSAH 33/Highway 5 Roundabout Project. The City would save on some financing costs and would experience a lower interest rate compared to conventional borrowing.
2. To move the scheduled purchase of two pickup trucks and the completion of the Willkommen Memorial Park Old Town Building Improvements from 2020 to 2021 in the Capital Project/Equipment Plan. Total budget for these items is \$175,000.
3. To move the replacement of the 2004 Sterling dump truck (\$235,000) from 2021 to 2022.
4. To utilize a minimum of \$230,000 of cash reserves from the Capital Project/Equipment Plan Fund. Enclosed are amortization schedules for 5- and 10-year terms for three different principal options.

Proposed is to review and discuss how much to spend down the principal balance to finance the 2018 Pierce ladder truck. Enclosed is a copy of the current Capital Project/Equipment Plan.

Recommended Motion:

Motion to approve utilizing the Capital Project/Equipment Plan Fund reserves in the amount of \$_____ to spend down the principal balance for financing the 2018 Pierce Ladder Truck.

Norwood Young America

City of Norwood Young America, Minnesota

\$550k Equipment Financing

Assumes Current Market BQ AA- Rates plus 20bps

5 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Bond Levy Requirement	24.70% Township Contribution	City Share
02/01/2021	-	-	4,346.25	4,346.25	-	-	-
02/01/2022	105,000.00	1.550%	8,692.50	113,692.50	119,377.13	28,082.05	91,295.08
02/01/2023	110,000.00	1.550%	7,065.00	117,065.00	122,918.25	28,915.06	94,003.20
02/01/2024	110,000.00	1.600%	5,360.00	115,360.00	121,128.00	28,493.92	92,634.08
02/01/2025	110,000.00	1.600%	3,600.00	113,600.00	119,280.00	28,059.20	91,220.80
02/01/2026	115,000.00	1.600%	1,840.00	116,840.00	122,682.00	28,859.48	93,822.52
Total	\$550,000.00	-	\$30,903.75	\$580,903.75	\$605,385.49	\$142,409.70	\$462,975.67

Significant Dates

Dated

First Coupon Date

8/01/2020

2/01/2021

City of Norwood Young America, Minnesota

\$550k Equipment Financing

Assumes Current Market BQ AA- Rates plus 20bps

10 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Bond Levy Requirement	24.70% Township Contribution	City Share
02/01/2021	-	-	4,516.25	4,516.25	-	-	-
02/01/2022	55,000.00	1.550%	9,032.50	64,032.50	67,234.13	16,606.83	50,627.30
02/01/2023	60,000.00	1.550%	8,180.00	68,180.00	71,589.00	17,682.48	53,906.52
02/01/2024	60,000.00	1.600%	7,250.00	67,250.00	70,612.50	17,441.29	53,171.21
02/01/2025	60,000.00	1.600%	6,290.00	66,290.00	69,604.50	17,192.31	52,412.19
02/01/2026	60,000.00	1.600%	5,330.00	65,330.00	68,596.50	16,943.34	51,653.16
02/01/2027	60,000.00	1.650%	4,370.00	64,370.00	67,588.50	16,694.36	50,894.14
02/01/2028	65,000.00	1.700%	3,380.00	68,380.00	71,799.00	17,734.35	54,064.65
02/01/2029	65,000.00	1.750%	2,275.00	67,275.00	70,638.75	17,447.77	53,190.98
02/01/2030	65,000.00	1.750%	1,137.50	66,137.50	69,444.38	17,152.76	52,291.61
Total	\$550,000.00	-	\$51,761.25	\$601,761.25	\$627,107.36	\$154,895.49	\$472,211.76

Significant Dates

Dated

First Coupon Date

8/01/2020

2/01/2021

City of Norwood Young America, Minnesota

\$500k Equipment Financing

Assumes Current Market BQ AA- Rates plus 20bps

5 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Bond Levy Requirement	24.70% Township Contribution	City Share
02/01/2021	-	-	3,951.25	3,951.25	-	-	-
02/01/2022	95,000.00	1.550%	7,902.50	102,902.50	108,047.63	25,416.92	82,630.71
02/01/2023	100,000.00	1.550%	6,430.00	106,430.00	111,751.50	26,288.21	85,463.29
02/01/2024	100,000.00	1.600%	4,880.00	104,880.00	110,124.00	25,905.36	84,218.64
02/01/2025	100,000.00	1.600%	3,280.00	103,280.00	108,444.00	25,510.16	82,933.84
02/01/2026	105,000.00	1.600%	1,680.00	106,680.00	112,014.00	26,349.96	85,664.04
Total	\$500,000.00	-	\$28,123.75	\$528,123.75	\$550,381.24	\$129,470.61	\$420,910.52

Significant Dates

Dated

8/01/2020

First Coupon Date

2/01/2021

City of Norwood Young America, Minnesota

\$500k Equipment Financing

Assumes Current Market BQ AA- Rates plus 20bps

10 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Bond Levy Requirement	24.70% Township Contribution	City Share
02/01/2021	-	-	4,105.00	4,105.00	-	-	-
02/01/2022	50,000.00	1.550%	8,210.00	58,210.00	61,120.50	15,096.76	46,023.74
02/01/2023	55,000.00	1.550%	7,435.00	62,435.00	65,556.75	16,192.52	49,364.23
02/01/2024	55,000.00	1.600%	6,582.50	61,582.50	64,661.63	15,971.42	48,690.20
02/01/2025	55,000.00	1.600%	5,702.50	60,702.50	63,737.63	15,743.19	47,994.43
02/01/2026	55,000.00	1.600%	4,822.50	59,822.50	62,813.63	15,514.97	47,298.66
02/01/2027	55,000.00	1.650%	3,942.50	58,942.50	61,889.63	15,286.74	46,602.89
02/01/2028	55,000.00	1.700%	3,035.00	58,035.00	60,936.75	15,051.38	45,885.37
02/01/2029	60,000.00	1.750%	2,100.00	62,100.00	65,205.00	16,105.64	49,099.37
02/01/2030	60,000.00	1.750%	1,050.00	61,050.00	64,102.50	15,833.32	48,269.18
Total	\$500,000.00	-	\$46,985.00	\$546,985.00	\$570,024.11	\$140,795.93	\$429,228.07

Significant Dates

Dated

8/01/2020

First Coupon Date

2/01/2021

City of Norwood Young America, Minnesota

\$450k Equipment Financing

Assumes Current Market BQ AA- Rates plus 20bps

5 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Bond Levy Requirement	24.70% Township Contribution	City Share
02/01/2021	-	-	3,556.25	3,556.25	-	-	-
02/01/2022	85,000.00	1.550%	7,112.50	92,112.50	96,718.13	22,751.79	73,966.34
02/01/2023	90,000.00	1.550%	5,795.00	95,795.00	100,584.75	23,661.37	76,923.39
02/01/2024	90,000.00	1.600%	4,400.00	94,400.00	99,120.00	23,316.80	75,803.20
02/01/2025	90,000.00	1.600%	2,960.00	92,960.00	97,608.00	22,961.12	74,646.88
02/01/2026	95,000.00	1.600%	1,520.00	96,520.00	101,346.00	23,840.44	77,505.56
Total	\$450,000.00	-	\$25,343.75	\$475,343.75	\$495,376.99	\$116,531.51	\$378,845.36

Significant Dates

Dated	8/01/2020
First Coupon Date	2/01/2021

City of Norwood Young America, Minnesota

\$450k Equipment Financing

Assumes Current Market BQ AA- Rates plus 20bps

10 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Bond Levy Requirement	24.70% Township Contribution	City Share
02/01/2021	-	-	3,692.50	3,692.50	-	-	-
02/01/2022	45,000.00	1.550%	7,385.00	52,385.00	55,004.25	13,586.05	41,418.20
02/01/2023	50,000.00	1.550%	6,687.50	56,687.50	59,521.88	14,701.90	44,819.97
02/01/2024	50,000.00	1.600%	5,912.50	55,912.50	58,708.13	14,500.91	44,207.22
02/01/2025	50,000.00	1.600%	5,112.50	55,112.50	57,868.13	14,293.43	43,574.70
02/01/2026	50,000.00	1.600%	4,312.50	54,312.50	57,028.13	14,085.95	42,942.18
02/01/2027	50,000.00	1.650%	3,512.50	53,512.50	56,188.13	13,878.47	42,309.66
02/01/2028	50,000.00	1.700%	2,687.50	52,687.50	55,321.88	13,664.50	41,657.37
02/01/2029	50,000.00	1.750%	1,837.50	51,837.50	54,429.38	13,444.06	40,985.32
02/01/2030	55,000.00	1.750%	962.50	55,962.50	58,760.63	14,513.87	44,246.75
Total	\$450,000.00	-	\$42,102.50	\$492,102.50	\$512,830.61	\$126,669.13	\$386,161.37

Significant Dates

Dated	8/01/2020
First Coupon Date	2/01/2021

City of Norwood Young America, Minnesota
Capital Project/Equipment Plan - Governmental Funds
Schedule of Planned Capital Outlay 2019 to 2024

Department	Year	Item	Purchase Cost	Net Cost	2019 Estimated Amounts	2020 Estimated Amounts	2021 Estimated Amounts	2022 Estimated Amounts	2023 Estimated Amounts	2024 Estimated Amounts
Administration	2020	City Code codification	20,000	20,000	-	10,000	10,000	-	-	-
Economic Development	2019	Highway Manument Entrance Signs	20,000	20,000	20,000	-	-	-	-	-
Economic Development	2020	Downtown Redevelopment	25,000	25,000	-	25,000	-	-	-	-
Fire department	yearly	SCBA's	150,000	150,000	24,967	25,000	25,000	25,000	25,000	25,000
Fire department	2017	Turnout gear	60,000	multiple	6,800	7,000	-	-	-	-
Fire department	2020	Civil Defense - new siren	25,000	25,000	-	25,000	-	-	-	-
Fire department	2020	2002 Radios	65,000	65,000	-	10,000	65,000	-	-	-
Fire department	2022	Rescue 11 (1222 rescue vehicle)	60,000	60,000	-	-	-	60,000	-	-
Fire department	2022	1996 Ladder Truck 11	750,000	750,000	-	-	-	750,000	-	-
Fire department	2022	2000 Extrication tool 11	30,000	30,000	-	-	-	30,000	-	-
Fire department	2022	2001 Extrication tool #21	30,000	30,000	-	-	-	30,000	-	-
Fire department	2023	1995 Ford Tanker 11	100,000	100,000	-	-	-	100,000	-	-
Fire department	2025	1996 Tanker 21	100,000	100,000	-	-	-	-	-	-
Fire department	2027	2012 Engine 21 Mini pumper	350,000	350,000	-	-	-	-	-	-
Fire department	2031	2001 Engine 11	1,000,000	1,000,000	-	-	-	-	-	-
Fire department	2032	2012 Truck Mech and Trailer	30,000	30,000	-	-	-	-	-	-
Fire department	2035	2001 Utility 21	500,000	500,000	-	-	-	-	-	-

City of Norwood Young America, Minnesota
Capital Project/Equipment Plan - Governmental Funds
Schedule of Planned Capital Outlay 2019 to 2024 (Continued)

Department	Year	Item	Purchase Cost	Net Cost	2019 Estimated Amounts	2020 Estimated Amounts	2021 Estimated Amounts	2022 Estimated Amounts	2023 Estimated Amounts	2024 Estimated Amounts
Public Works	2020	Bobcat HLA snowpusher	\$	\$ 45,000	\$	\$	\$	\$	\$	\$
Public Works	2020	Payloader Front-end attachment, Snowplow and Wing	\$	\$ 45,000	\$	\$	\$	\$	\$	\$
Public Works	2019	1993 SNOGO Snowblower MP 3D (replace in 2025)	120,000	115,000	15,600					
Public Works	2019	T5 2003 Ford F550 bucket truck 40' (need 50')	110,000	90,000	90,000					
Public Works	2035	Homemade - trailer for misc projects and hauling	12,000	14,958						
Public Works	2019	2014 Speed alert sign	8,000	8,000	8,000					
Public Works	2020	P4 Ford F450 - Replace with F350 (incl. Tommie Gate Box)	45,000	45,000		45,000				
Public Works	2020	PW Garage Pressure Washer and Boiler	9,000	9,000		8,000				
Public Works	2020	P2 2007 Ford F150 pickup	43,000	43,000		43,000				
Public Works	2020	New Holland Tractor MC35	45,000	45,000		45,000				
Public Works	2020	U.S. Highway 212 signal light replacement (2)	200,000	200,000		200,000				
Public Works	2020	U.S. Highway 212 underpass project	1,825,000	1,825,000		1,825,000				
Public Works	2021	2016 Painter (crosswalk lines and curbs)	8,000	9,000			8,000			
Public Works	2021	2003 Chipper Morbark 13' tornado brush chipper	30,000	25,000			25,000			
Public Works	2021	T7 2004 Sterling dump truck L 8500 (snowplow/hauling)	235,000	235,000			235,000			
Public Works	2022	2007 Fall mower diamond river 1549HD (fence arm mower)	18,500	17,000				17,000		
Public Works	2022	Bobcat 3400 utility vehicle	18,000	15,000				15,000		
Public Works	2022	Blacktop roller wacker RD11 (385 hrs)	30,000	28,000				28,000		
Public Works	2023	2003 New Holland tractor TN75D (835 hrs)	48,000	43,000					43,000	
Public Works	2023	Brine distributor	15,000	15,000					15,000	
Public Works	2024	T6 2006 Mack truck (trade-in only)	30,000	30,000						30,000
Public Works	2023	2004 John Deere loader 624J (3,300 hrs)	150,000	120,000						
Public Works	2024	T3 2007 Sterling L7500 dump truck	235,000	225,000						
Public Works	2025	Bobcat snow blower SBX240 (attaches to Bobcat S750)	6,000	6,000						225,000
Public Works	2025	2015 Bobcat Planer - milling machine	15,000	15,000						
Public Works	2026	2018 Disc mower New Holland 615	4,200	2,500						
Public Works	2027	T2 2010 Mack dump truck	235,000	200,000						
Public Works	2027	P3 2012 Ford F550 truck (inc. dumpbox)	80,000	50,000						
Public Works	2027	2017 Ford E450 passenger bus (15 seat)	90,000	90,000						
Public Works	2028	Boas 10' V-Plow	8,000	8,000						
Public Works	2029	2017 Bobcat Sdd Sleer S750	62,000	30,000						
Public Works	2029	2016 Angle broom (attachment to Bobcat/snow sweeping)	5,000	5,000						
Public Works	2030	2013 Hot Mix Trailer KM-8000T	30,000	30,000						

City of Norwood Young America, Minnesota
Capital Project/Equipment Plan - Governmental Funds
Schedule of Planned Capital Outlay 2019 to 2024 (Continued)

Department	Year	Item	Purchase Cost	Net Cost	2019 Estimated Amounts	2020 Estimated Amounts	2021 Estimated Amounts	2022 Estimated Amounts	2023 Estimated Amounts	2024 Estimated
Parks and Recreation	2020	2004 Bobcat utility car	18,000	18,000	-	18,000	-	-	-	-
Parks and Recreation	2018	M1 Kubota 72" mower ZD331 (1800 hrs)	17,000	13,000	-	-	-	-	-	-
Parks and Recreation	2028	2018 3400 Bobcat utility vehicle	16,550	16,550	-	-	-	-	-	-
Parks and Recreation	2020	Willkommen Memorial Park Old Town Bldg Improvements	85,000	85,000	-	85,000	-	-	-	-
Parks and Recreation	2019	Swimming Pool Repair Project	24,000	24,000	24,000	-	-	-	-	-
Parks and Recreation	2021	Baseball Field Fence replacement (Willkommen Park)	60,000	60,000	-	-	60,000	-	-	-
Parks and Recreation	2021	Hockey/Skating rink Boards	15,000	15,000	-	-	15,000	-	-	-
Parks and Recreation	2020	M2 Kubota 72" mower ZD726H (1,260 hrs)	20,000	20,000	-	20,000	-	-	-	-
Parks and Recreation	2021	Swimming Pool - Main Pool, Plaster Replacement	85,000	85,000	-	-	85,000	-	-	-
Parks and Recreation	2024	2015 Swimming Pool heaters (2)	8,000	8,000	-	-	8,000	-	-	8,000
Parks and Recreation	2028	Bobcat 3400 Utility Vehicle	13,000	13,000	-	-	-	-	-	-
Parks and Recreation	2025	2017 Jacobson 16' mower HR700	90,000	70,000	-	-	-	-	-	-
Parks and Recreation	2024	2016 Swimming Pool cleaning units	6,000	6,000	-	-	-	-	-	-
Parks and Recreation	2028	Heritage Center Gable Roof Installation	150,000	150,000	-	-	-	-	-	-
		Total Governmental Capital Outlay			189,367	2,437,000	528,000	955,000	303,000	288,000



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: May 11, 2020

SUBJECT: Resolution No. 2020-16, Resolution Amending a Parameters providing for the Issuance of and Sale of General Obligation Street Reconstruction and Refunding Bonds, Series 2010A

At the April 27th regular City Council meeting, the Council approved a motion to purchase a 2018 Pierce ladder truck. Proposed is to finance the truck purchase under the General Obligation Street Reconstruction and Refund Bonds, Series 2020A planned to be sold for the Highway 212 Underpass and County Road 33/Highway 5 Roundabout Project.

To add the 2018 ladder truck to the 2020A bonds, the Council needs to amend the original parameters for the bond issuance that were identified in Resolution No. 2020-08 which the Council adopted on February 24, 2020.

Enclosed is Resolution 2020-16, which provides for an amendment to the parameters of Resolution No. 2020-08 for the City of Norwood Young America's Series 2020A bonds and authorizes the issuance of general obligation equipment certificates of indebtedness in the maximum principal amount of \$550,000. If the Council elects to establish a different principal amount than \$550,000, Resolution 2020-15 will need to be changed in paragraph 1.03.

The Finance Committee recommends utilizing cash reserves from the Capital Project/Equipment Plan Fund to spend down the principal amount for the ladder truck.

Recommended Motion:

Motion to approve Resolution No. 2020-16, Resolution Amending a Parameters providing for the Issuance of and Sale of General Obligation Street Reconstruction and Refunding Bonds, Series 2010A.

Norwood Young America

CITY OF NORWOOD YOUNG AMERICA, MINNESOTA

RESOLUTION NO. 2020-16

**RESOLUTION AMENDING A PARAMETERS PROVIDING FOR
THE ISSUANCE AND SALE OF GENERAL OBLIGATION
STREET RECONSTRUCTION AND REFUNDING BONDS,
SERIES 2020A**

BE IT RESOLVED by the City Council (the "City Council") of the City of Norwood Young America, Minnesota (the "City") that:

Section 1. Background.

1.01. On February 24, 2020, the City Council adopted Resolution No. 2020-08 (the "Original Parameters Resolution") setting the parameters for the sale of the City's General Obligation Street Reconstruction and Refunding Bonds, Series 2020A (the "Bonds"), and establishing a pricing committee consisting of the Mayor and the City Administrator of the City, or their designees (the "Pricing Committee"), to review proposals for the purchase of the Bonds and award the sale of the Bonds to the prospective purchaser (the "Purchaser") based on the recommendation of the City's municipal advisor, Ehlers and Associates, Inc. (the "Municipal Advisor"), and the parameters set forth in the Original Parameters Resolution.

1.02. The Original Parameters Resolution authorized the use of the proceeds of the Bonds to (i) finance the City's portion of the joint Highway 212 underpass and roundabout construction project with Carver County, Minnesota and MnDOT (the "Street Reconstruction Project"), as authorized by the five-year street reconstruction plan adopted by the City Council on February 24, 2012; and (ii) redeem and prepay the following outstanding general obligations of the City: (a) General Obligation Bonds, Series 2010A (the "Series 2010A Bonds"), dated August 4, 2010, issued in the original aggregate principal amount of \$720,000; (b) General Obligation Refunding Bonds, Series 2010B (the "Series 2010B Bonds"), dated December 7, 2010, issued in the original aggregate principal amount of \$5,815,000; and (c) General Obligation Bonds, Series 2011A (the "Series 2011A Bonds"), issued in the original aggregate principal amount of \$3,125,000.

1.03. The City proposes to issue general obligation equipment certificates of indebtedness in the maximum principal amount of \$550,000 (the "Equipment Certificates") pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 412.301, as amended (the "Equipment Financing Act"), to purchase a fire truck (the "Equipment").

1.04. As required by the Equipment Financing Act:

(i) the expected useful life of the Equipment is or will be at least as long as the term of the Equipment Certificates issued to finance such Equipment; and

(ii) the principal amount of the Equipment Certificates to be issued in the year 2020 will not exceed one-quarter of one percent (0.25%) of the estimated market value of taxable property in the City for the year 2020.

1.05. The City has determined to amend the Original Parameters Resolution to include the Equipment Certificates as a component of the Bonds.

Section 2. Bonds. The Bonds are hereby designated as the General Obligation Bonds, Series 2020A, and shall be issued in the maximum aggregate principal amount of \$7,300,000. Proceeds of the Bonds shall be used to (i) finance the Street Reconstruction Project; (ii) refund the Series 2010A Bonds, the Series 2010B Bonds, and the Series 2011A Bonds; and (iii) finance the acquisition of the Equipment.

Section 3. Pricing Committee. The Pricing Committee is authorized and directed, with the advice of the Municipal Advisor, to review proposals for the purchase of the Bonds and award the sale of the Bonds to the prospective purchaser (the "Purchaser") based on the recommendation of the Municipal Advisor and the following parameters: (i) the principal amount of the Bonds shall not exceed \$7,300,000; (ii) the true interest cost of the Bonds shall not exceed 3.5%; and (iii) the present value of the total savings on debt service for the Refunded Bonds shall be at least 3.0%. The Pricing Committee shall also determine the redemption provisions for the Bonds and other terms of the Bonds.

Section 4. Acceptance of Proposal. The City Council will meet on May 26, 2020, or a different date selected by the Pricing Committee following the sale of the Bonds, to ratify the acceptance by the Pricing Committee of the proposal of the Purchaser and to take any other action with respect to the Bonds.

Section 5. Original Parameters Resolution. The Original Parameters Resolution is hereby amended by this resolution and remains in full force and effect.

Section 6. Expiration of Resolution. If the Pricing Committee has not approved the sale of the Bonds by July 31, 2020, the Original Parameters Resolution, as amended by this resolution, shall expire.

Approved by the City Council of the City of Norwood Young America, Minnesota this 11th day of May 2020.

Carol Lagergren, Mayor

ATTEST:

Steven Helget, City Administrator



To: Members of the City Council
From: Carol Lagergren, Mayor
Re: COVID-19 Preparedness Plan
Date: May 11, 2020

Executive Order 20-48 issued by Gov. Tim Walz on April 30, 2020, requires each business in operation during the peacetime emergency to establish a COVID-19 Preparedness Plan.

A COVID-19 Preparedness Plan shall establish and explain the necessary policies, practices and conditions necessary to meet the Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines for COVID-19, federal Occupational Safety and Health Administration (OSHA) standards and Executive Order 20-48, related to worker and customer – if the business has customer-facing operations – exposure to COVID-19.

Each COVID-19 Preparedness Plan must include and describe how your business will implement at a minimum the following:

- infection prevention measures;
- prompt identification and isolation of sick persons;
- engineering and administrative controls for social distancing;
- customer controls and protections for drop-off, pick-up and delivery;
- housekeeping, including cleaning, disinfecting and decontamination;
- communications and training for managers and workers necessary to implement the plan; and
- provision of management and supervision necessary to ensure effective ongoing implementation of the plan.

The attached plan was reviewed by Steve Zumberge, our Emergency Plan Coordinator and is based on current practice.

Recommendation: Adopt City of Norwood Young America COVID-19 Preparedness Plan.



COVID-19 Preparedness Plan

City of Norwood Young America

The City of Norwood Young America is committed to providing a safe and healthy workplace for all our workers and customers. To ensure that, we have developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Managers and workers are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workers, management and customers. Only through this cooperative effort can we establish and maintain the safety and health of our workplaces.

Management and workers are responsible for implementing and complying with all aspects of this COVID-19 Preparedness Plan. The City of Norwood Young America managers and supervisors have our full support in enforcing the provisions of this policy.

Our workers are our most important assets. We are serious about safety and health and keeping our workers working.. Worker involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. We have involved our workers in this process by gathering input regarding concerns. Our COVID-19 Preparedness Plan follows Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, federal OSHA standards related to COVID-19 and Executive Order 20-48, and addresses:

Screening and policies for employees exhibiting signs and symptoms of COVID-19 ***Page 2***

Handwashing and Respiratory Etiquette ***Page 3***

Social Distancing ***Page 3***

Housekeeping ***Page 4***

Communication and Training ***Page 4***

Appendix A: Daily Screening Tool

Appendix B: Hygiene and Etiquette Poster

Appendix C: Social Distancing Poster



Screening and policies for employees exhibiting signs and symptoms of COVID-19

Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms.

- *All workers will respond to a daily screener (Appendix A) before entering city buildings.*
- *Any worker who responds "yes" to any of the questions on the screener will be sent home and quarantined for the required amount of time.*
- *Any worker experiencing symptoms at work will be sent home and quarantined for the required amount of time.*

The City of Norwood Young America has implemented leave policies that promote workers staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household.

- *All workers will be covered by the Emergency Paid Sick Leave Act which guarantees employees a maximum of two weeks of paid sick leave (paid at the full regular rate) for employees who are unable to work or telework because they need to quarantine or seek a diagnosis or preventative care for Coronavirus capped at \$511/day or \$5,110 total over the two-week paid sick leave period.*
- *In addition, all workers will be covered by the Emergency Paid Sick Leave Act which also guarantees employees a maximum of two week of paid sick leave (paid at two-thirds of the employee's regular rate of pay) for employees who are unable to work or telework because they need to care for a family member who has been quarantined, need to care for a child who school and/or daycare has been closed due to Coronavirus capped at \$200/day or \$2,000 total over the entire two-week paid sick leave period.*

The City of Norwood Young America has also implemented a policy for informing workers if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the required amount of time.

- *Within 24 hours of notification, the City Administrator or his designee will contact any employee exposed to a person with COVID-19 and require them to quarantine at home.*

In addition, a policy has been implemented to protect the privacy of workers' health status and health information.

- *Based on current Employee Handbook (page 2): All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.*



Handwashing

Basic infection prevention measures are being implemented at our workplaces at all times. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the toilet. All visitors to the facility will be required to wash their hands prior to or immediately upon entering the facility. Some workplaces may have hand-sanitizer dispensers (that use sanitizers of greater than 60% alcohol) that can be used for hand hygiene in place of soap and water, as long as hands are not visibly soiled.

- *Sinks are available at all city buildings for hand washing purposes.*
- *Hand sanitizer is available to all office staff and city employees.*
- *Signs encouraging frequent hand washing are posted in all city buildings.*

Respiratory etiquette: Cover your cough or sneeze

Workers and visitors are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands. They should dispose of tissues in the trash and wash or sanitize their hands immediately afterward. Respiratory etiquette will be demonstrated on posters and supported by making tissues and trash receptacles available to all workers and visitors.

- *Signs encouraging respiratory etiquette (Appendix B) are posted in all city buildings.*

Social distancing

Social distancing is being implemented in the workplace through the following engineering and administrative controls:

- *Office staff will practice social distancing between workers and workers and customers.*
- *A protective barrier has been constructed between front office staff and customers for pickup and delivery.*
- *Appropriate signage regarding social distancing and respiratory etiquette have been posted at all city buildings, including city hall (Appendix C).*
- *All city employees are required to use separate vehicles whenever possible.*
- *Protective personal equipment (masks and gloves) is available to all city staff.*

Workers, visitors and customers are prohibited from gathering in groups. Workers and visitors are prohibited from gathering in confined areas, including elevators, and from using other workers' personal protective equipment, phones, computer equipment, desks, cubicles, workstations, offices or other personal work tools and equipment.



Housekeeping

Regular housekeeping practices are being implemented, including routine cleaning and disinfecting of work surfaces, equipment, tools and machinery, delivery vehicles and areas in the work environment, including restrooms, break rooms, lunch rooms, meeting rooms, and drop-off and pick-up locations. Frequent cleaning and disinfecting will be conducted in high-touch areas, such as phones, keyboards, touch screens, controls, door handles, elevator panels, railings, copy machines, credit card readers, delivery equipment, etc.

- *Office buildings will be cleaned at least three times a week with disinfectants.*
- *City staff will wipe down personal equipment as needed.*

Communications and training

This Preparedness Plan was communicated by the City Administrator or his designee to all workers the week of May 11, 2020, and necessary training was provided. Additional communication and training will be ongoing through email and bi-weekly meetings and provided to all workers who did not receive the initial training. Instructions will be communicated to customers about how drop-off, pick-up and delivery will be conducted to ensure social distancing between the customer, the worker and other customers, and about the recommendation that customers use face masks when dropping off, picking up or accepting delivery. Managers and supervisors are to monitor how effective the program has been implemented by the Safety Committee. Management and workers are to work through this new program together and update the training as necessary. This COVID-19 Preparedness Plan has been certified by City of Norwood Young America management and was posted throughout the workplace [date]. It will be updated as necessary.

Reviewed by City Council and certified by:

Mayor of Norwood Young America



APPENDIX A

Daily Screener for COVID-19



Visitor and Employee Health Screening Checklist

Have you had any of the following symptoms since your last day at work or the last time you were here that you cannot attribute to another health condition?

Please answer "Yes" or "No" to each question. Do you have:

- ☐ **Fever (100.4 F or higher), or feeling feverish?**
- ☐ **Chills?**
- ☐ **A new cough?**
- ☐ **Shortness of breath?**
- ☐ **A new sore throat?**
- ☐ **New muscle aches?**
- ☐ **New headache?**
- ☐ **New loss of smell or taste?**



APPENDIX B

Respiratory Etiquette





APPENDIX C

Social Distancing

Social Distancing



Allow 6 feet of space per person to slow
the spread of COVID-19

health.state.mn.us/diseases/coronavirus/action.html

tpt.org/coronavirus (then click **resources**)





TO: Honorable Mayor Lagergren and City Council Members
FROM: Tony Voigt, Public Service Director
DATE: May 11, 2020
RE: Hire Seasonal Staff

We advertise every year for seasonal employment to help with the increased summer workload within the Public Services Department. This year we received 5 applicants. I attempted to conduct phone interviews with the prospective applicants. I completed 3 interviews and my recommendations are as follows.

Recommended Motion:

Motion to hire Logan Smith, Dominick Sudheimer, and Bob Hoen for the 2020 seasonal Public Services Worker positions.