



CITY COUNCIL AGENDA

June 22, 2020 – 6:00 p.m.

City Council Meeting

Zoom Meeting Link

<https://us02web.zoom.us/j/2334797500>

Meeting ID: 233 479 7500

WORK SESSION

1. Call Meeting of City Council Work Session to Order
 2. Approve Agenda
 - 2.1 Street & Utility Reconstruction Projects – Next Steps
 3. Adjournment
-

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
 - 1.1 Pledge of Allegiance
 2. Approve Agenda
 - 2.1 Approve minutes of May 26, 2020 meeting
 3. New Business
 - 3.1 Approve Amended and Restated Reimbursement Agreement
 - 3.2 Approve Resolution No. 2020-04, Ratifying sale of Housing Revenue Bonds, Series 2020
 4. Adjournment
-

CITY COUNCIL

1. Call Meeting of City Council to Order
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 June 8 and 15, 2020 meetings
 - 4.2 Approve payment of Claims
 - 4.3 Approve Transient Merchants License
 - 4.4 Approve Hiring Lifeguards for 2020 Season
5. Public Hearings
6. Old Business
 - 6.1 Public Works Garage Property Clean-up Update
 - 6.2 Review Monthly Accounting Reconciliation Process
7. New Business
 - 7.1 Approve Resolution No. 2020-19, Schultz Residential Use of Commercial Structure Variance
 - 7.2 Approve purchase of Electronic Timer Locks for Friendship Park Restrooms

- 7.3 Approve Amended and Restated Reimbursement Agreement
- 7.4 Approve Resolution 2020-20, Pledge of General Obligation Bonds Issued by the Economic Development Authority
- 7.5 Approve Joint Powers Agreement for Th 212 Resurfacing and Pedestrian Crossing Project
- 7.6 Consider Marketing Enrichment Grant Funding Increase
- 7.7 Approve Quote for Mural Project
- 7.8 Approve Guidelines for Reopening Swimming Pool

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: None

UPCOMING MEETINGS / EVENTS

- July 7 Planning Commission – 6:00 p.m.
- July 8 Economic Development Commission – 6:00 p.m.
- July 13 Personnel Committee – 5:00 p.m.
- July 13 City Council – 6:00 p.m.
- June 16 Parks and Recreation Commission – 4:45 p.m.
- July 13 Personnel Committee – 5:00 p.m.
- July 13 Work Session, EDA, City Council – 6:00 p.m.
- TBD Senior Advisory Committee – 9:00 a.m.



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: June 22, 2020
SUBJECT: Street and Utility Reconstruction Projects Scoping Study

At the City Council's June 8th regular meeting, the Council adopted the Street & Utility Reconstruction Projects Scoping Study as prepared by Bolton & Menk. The Council consented to place this item on the June 22nd Work Session agenda to discuss the next steps.

In the Scoping Study, Bolton & Menk provided recommendations with respect to the next steps after Council adoption of the Study. Enclosed are those recommendations. In addition, enclosed is the projects Summary table which includes estimated costs, and the maps identifying the projects areas.

Proposed is to discuss which project should be completed first and its timeline.

Suggested Motion:

No motion suggested. Discussion item only.

Norwood Young America

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

V. RECOMMENDED NEXT STEPS

The following next steps are recommended to be completed by the City:

1. Review the Scoping Study with the City staff and City Council
2. Modify and update the Scoping Study (if necessary)
3. Adopt the Scoping Study & determine the highest priority project
4. Proceed with the identified project
 - a. Authorize the completion of a Feasibility Study
 - b. Authorize topographic survey work and geotechnical exploration work
 - c. Conduct an Open House (optional) and/or a Public Hearing (required if assessed)
 - d. Review financing options with the City's financial consultant
 - e. Design, bid, and construct the project
5. Reevaluate the streets, update project priorities, review estimated costs, and update / modify the Scoping Study (approximately every 5 years)
6. Continue with street and utility maintenance and document any issues (ongoing)

IV. SUMMARY AND FINANCING & FUNDING

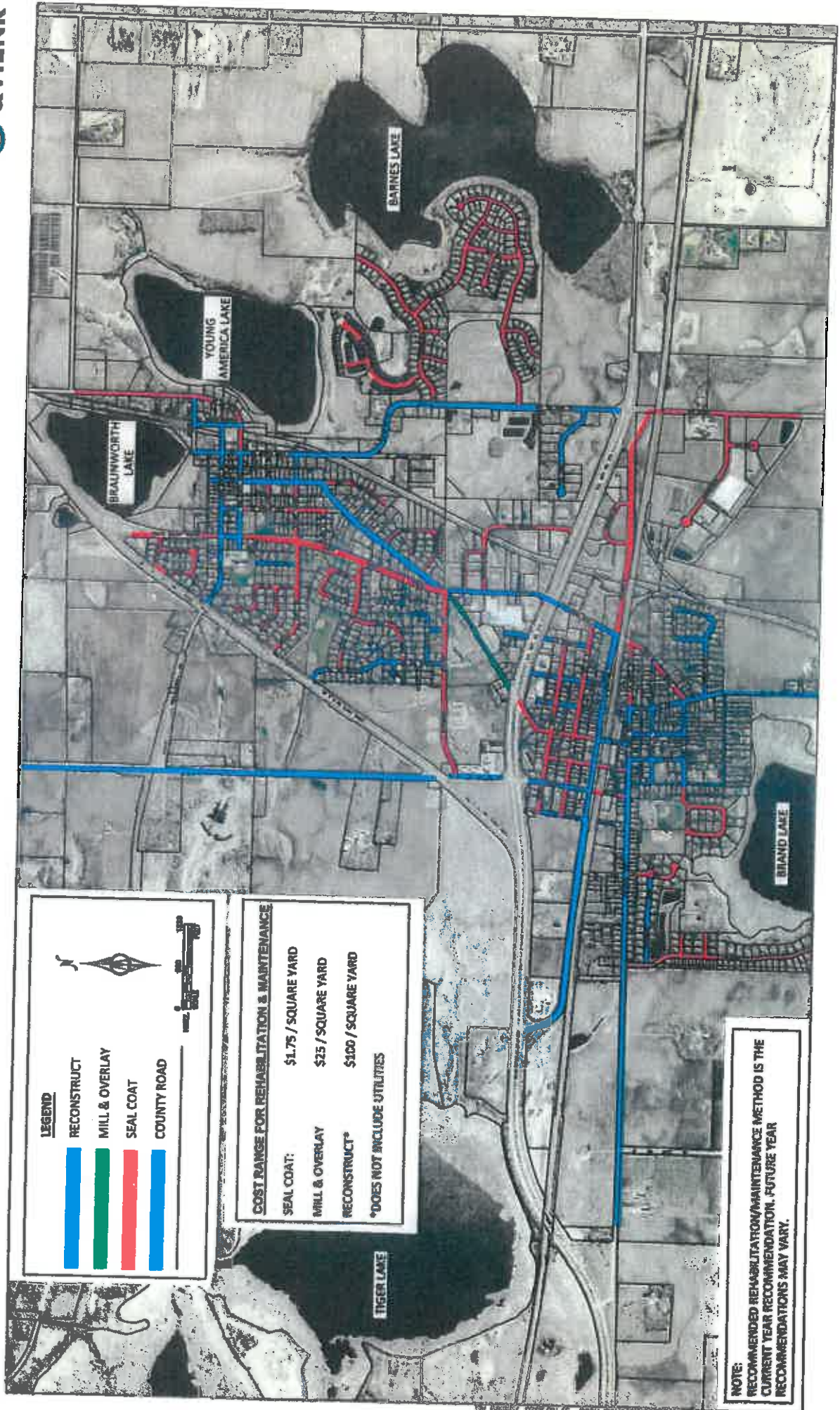
A. SUMMARY

The following table summarizes all the costs as outlined in this report.

PROJECT	STREET COST	SANITARY SEWER COST	SAN SWR LINING COST	WATER COST	STORM SEWER COST	TOTAL PROJECT COST
NO. 1 - NORTHEAST AREA	\$2,008,200	\$311,200	\$233,100	\$494,600	\$279,900	\$3,327,000
NO. 2 - SE 2ND AVENUE	\$2,661,800	\$52,700	\$225,700	\$915,200	\$411,000	\$4,266,400
NO. 3 - SW 4TH AVE AREA	\$1,526,900	\$40,700	\$257,000	\$690,900	\$297,100	\$2,812,600
NO. 4 - OAK LANE	\$532,100	\$255,100	N/A	\$87,400	\$22,000	\$896,600
NO. 5 - MERGER STREET	\$518,000	\$21,500	\$74,400	\$237,800	\$93,300	\$945,000
NO. 6 - RAILROAD ST.	\$1,210,400	\$322,200	N/A	\$529,300	\$188,400	\$2,250,300
NO. 7 - SOUTH ST. & REFORM ST.	\$1,230,400	\$661,900	N/A	\$690,000	\$300,900	\$2,883,200
SE 2ND STREET LIFT STATION	N/A	\$765,900	N/A	N/A	N/A	\$765,900
SOUTH ST. RAW WATERMAIN	N/A	N/A	N/A	\$197,700	N/A	\$197,700
TOTAL	\$9,687,800	\$2,431,200	\$790,200	\$3,842,900	\$1,592,600	\$18,344,700

Please note the following assumptions pertaining to these costs:

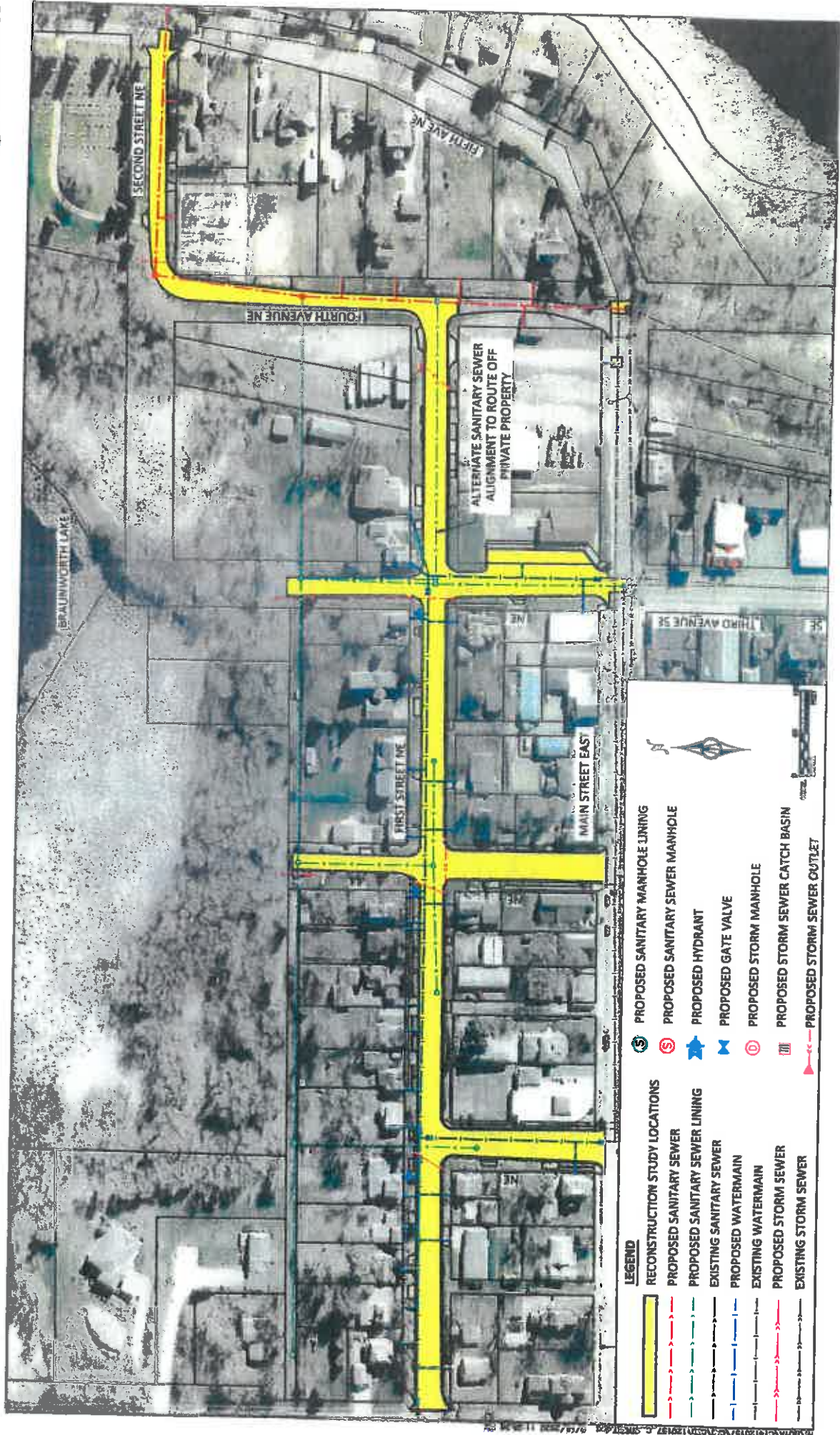
- All costs are in 2020 dollars and will need to be adjusted to the appropriate construction year as project timelines are determined.
- All preliminary designs included are based on current standards and regulations.
- Easement needs are widely unknown at this time. Therefore, no costs for any potential easements are included.
- Proposed street widths match existing street widths.



No. 1
Northeast Area

STREET & UTILITY SCOPING STUDY
CITY OF NORWOOD YOUNG AMERICA

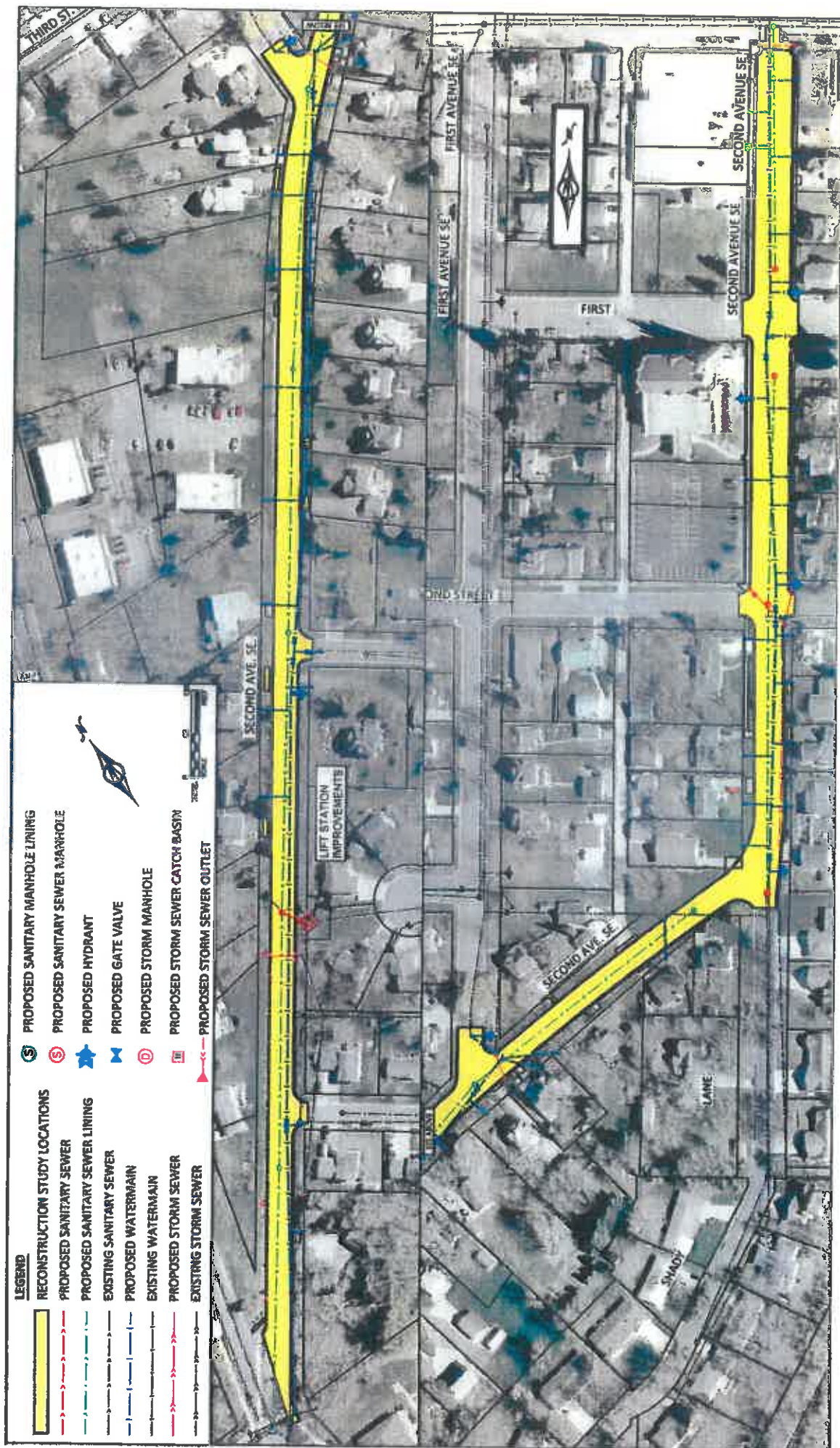
FIGURE 4: NORTHEAST AREA
MAY 2020



No. 2
SE 2nd Ave.

STREET & UTILITY SCOPING STUDY
CITY OF NORWOOD YOUNG AMERICA

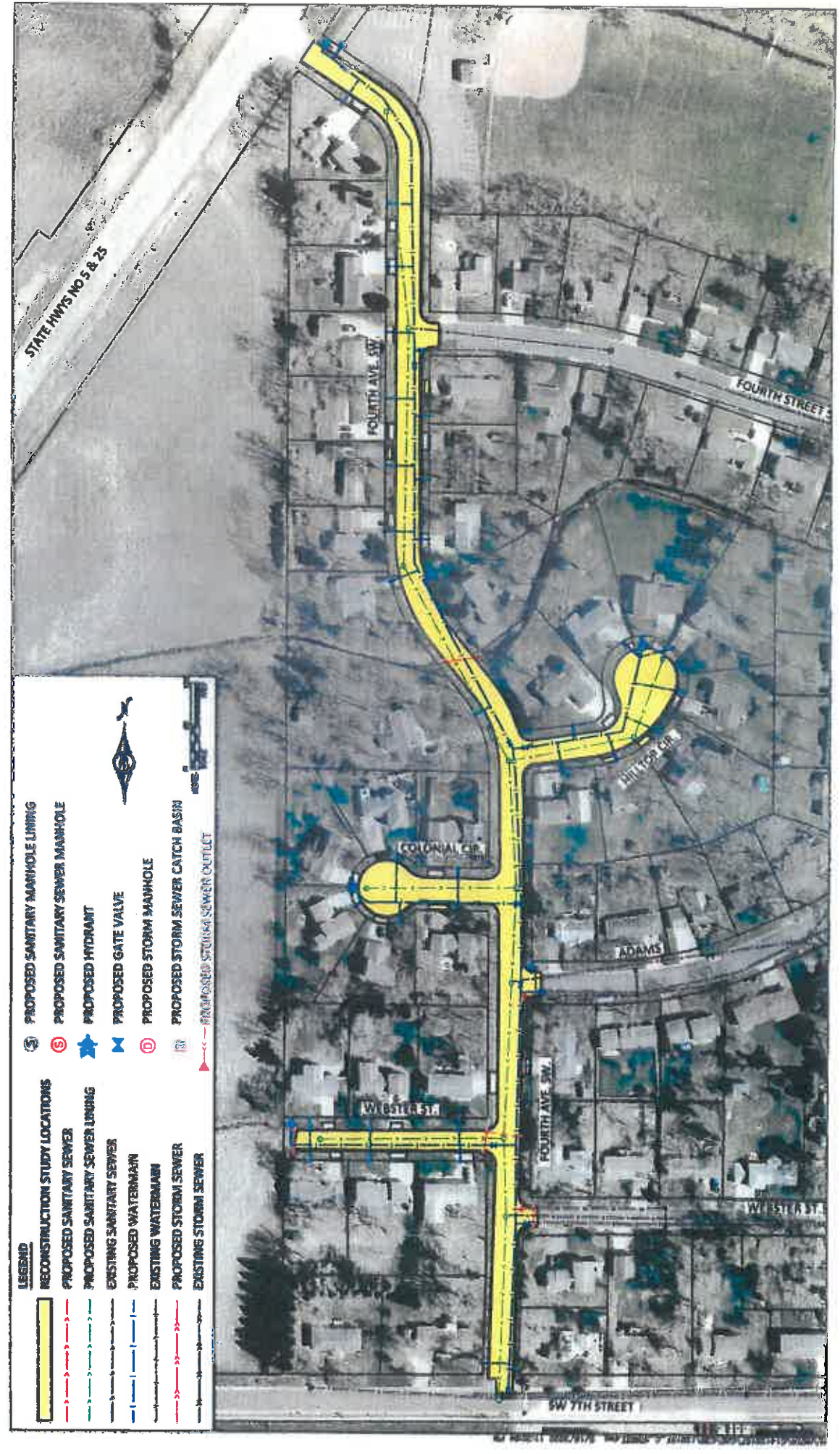
FIGURE 5: SECOND AVENUE SE AREA
MAY 2020



No. 3
SW 4th Ave Area

STREET & UTILITY SCOPING STUDY
CITY OF NORWOOD YOUNG AMERICA

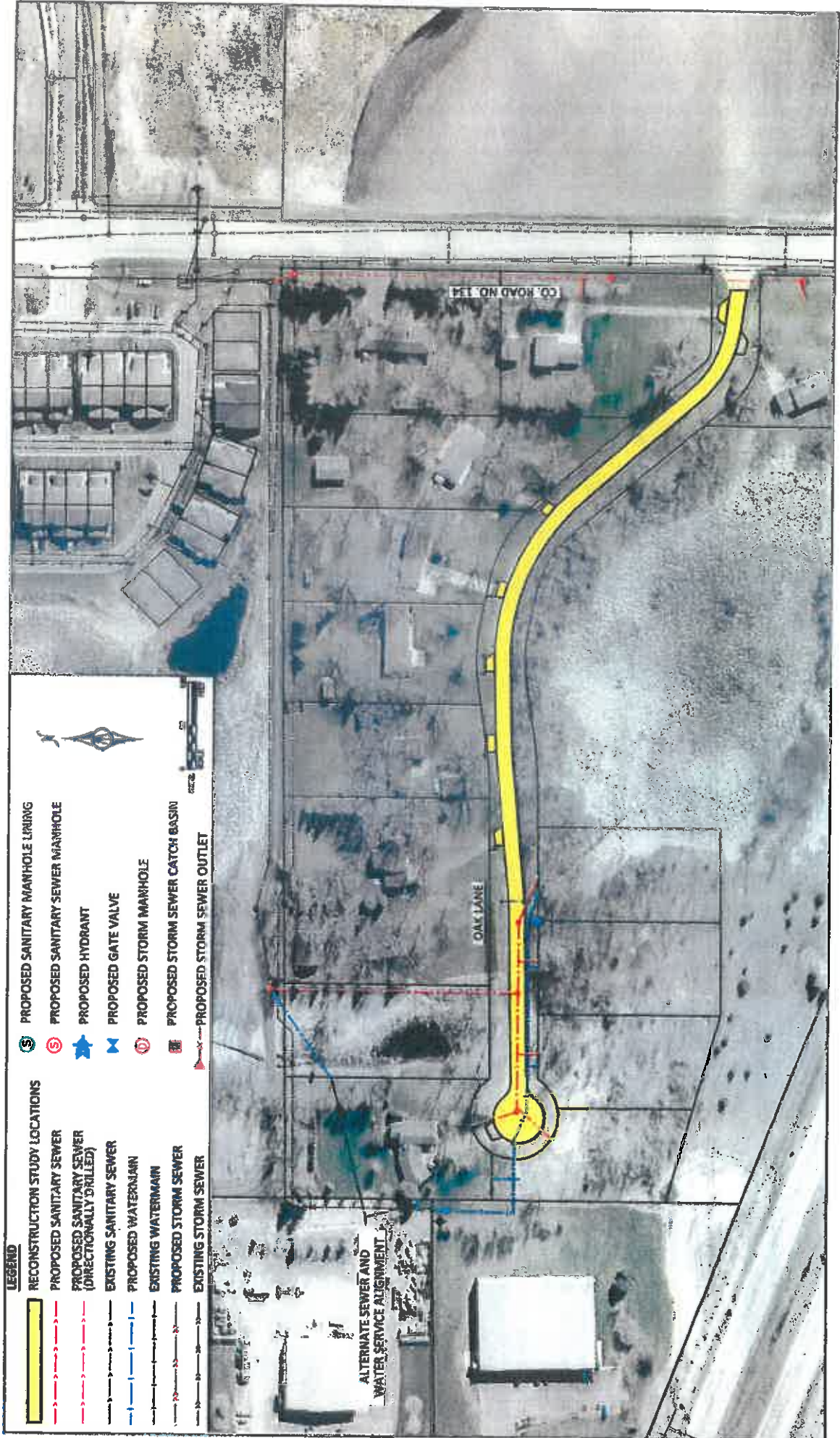
FIGURE 6: FOURTH AVENUE SW AREA
MAY 2020



No. 4
Oak Lane

STREET & UTILITY SCOPING STUDY
CITY OF NORWOOD YOUNG AMERICA

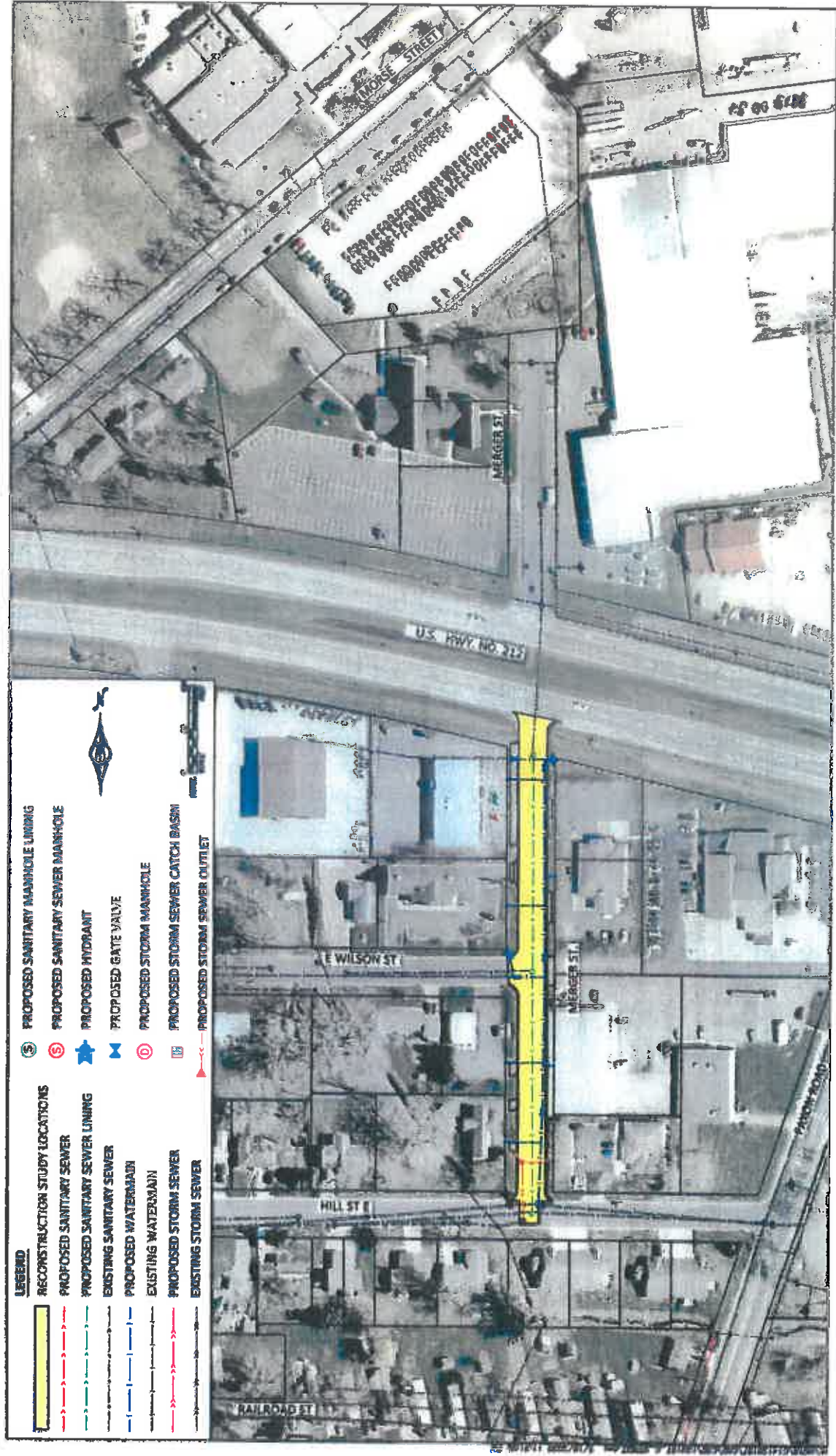
FIGURE 7: OAK LANE AREA
MAY 2020



No. 5
Merger Street

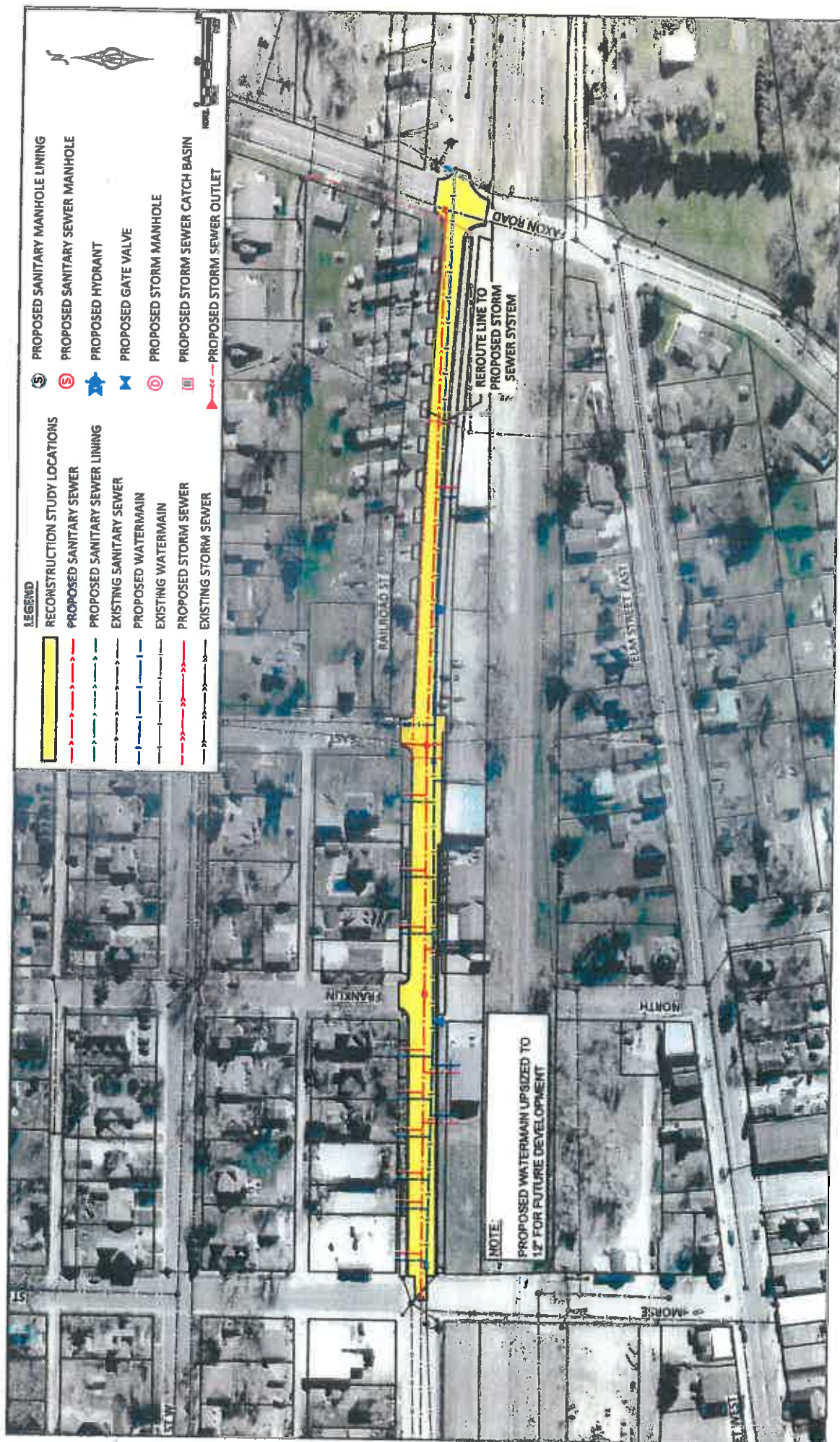
STREET & UTILITY SCOPING STUDY
CITY OF NORWOOD YOUNG AMERICA

FIGURE 8: MERGER STREET AREA
MAY 2020

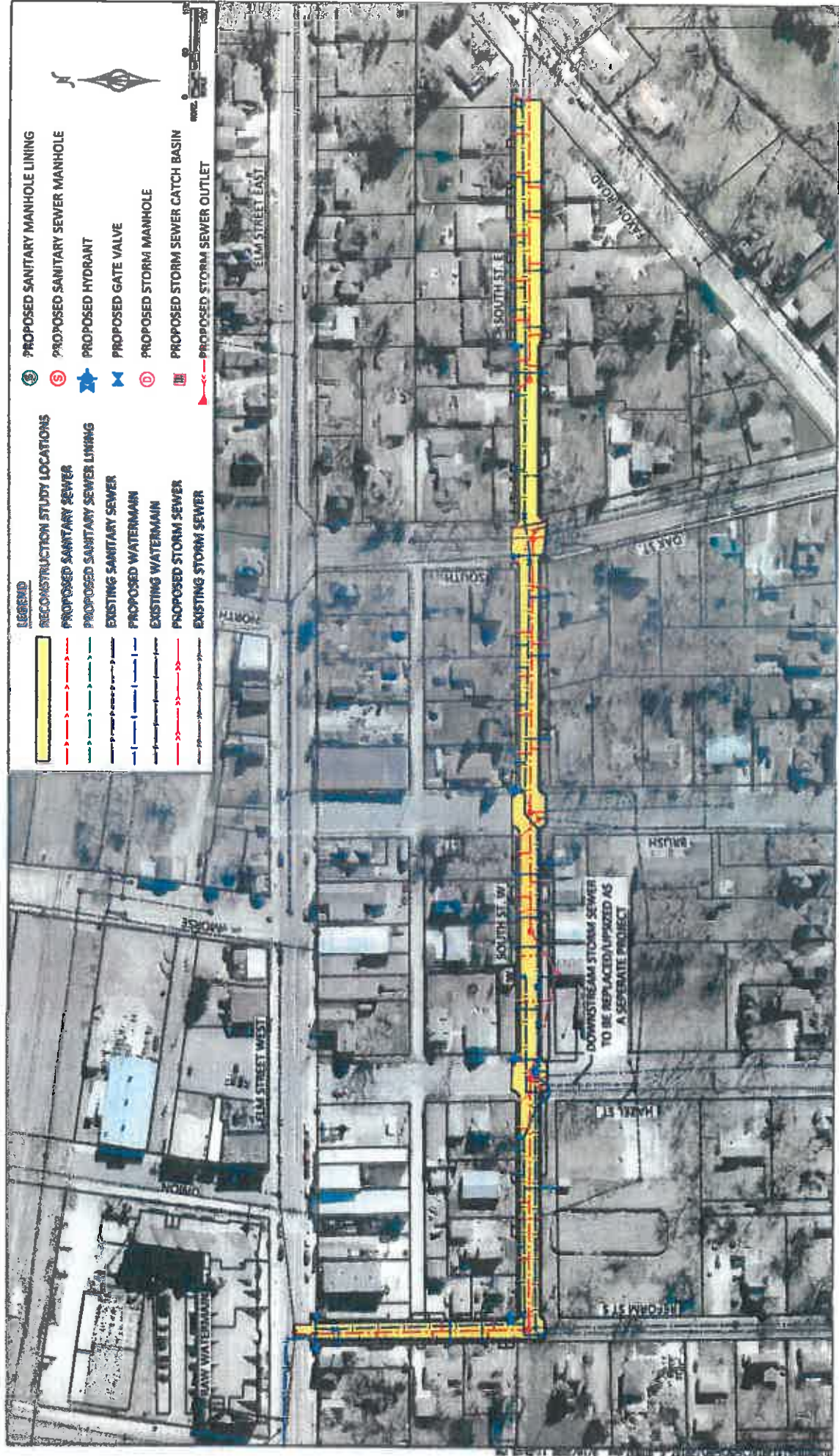


STREET & UTILITY SCOPING STUDY
CITY OF NORWOOD YOUNG AMERICA

FIGURE 9: RAILROAD STREET AREA



No. 7
South St. + Reform St.





**CITY COUNCIL EDA Minutes
May 26, 2020 – 7:00 PM
City Council Virtual Meeting**

Attendance:

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

Staff Present: Steve Helget (City Administrator), Tony Voigt (PS Director)

Others Present: Diane Langenbach and Curt Kobilarcsik (MnDOT),

1. Call EDA Meeting of City Council to Order:

Mayor Lagergren called the virtual workshop meeting to order at 7:03 PM. Roll call of attendance. All members present.

1.1. Pledge of Allegiance

2. Approve Workshop Agenda

Motion: CS/CH to approve the agenda as submitted. Roll call vote. Motion passed 5-0.

2.1 Approve minutes of April 27, 2020 meeting

Motion MM/DS to approve the minutes as submitted. Roll call vote. Motion passed 5-0.

3. Adjournment

Motion: DS/MM to adjourn. Roll call vote. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Karen Hallquist, ED/Marketing Director



TO: Chairperson Lagergren and EDA Members
FROM: Steven Helget, City Administrator
DATE: June 22, 2020
SUBJECT: Amended and Restated Reimbursement Agreement

Nick Anhut, Ehlers, will review the enclosed Amended and Restated Reimbursement Agreement. The agreement provides that the City will pledge property tax levy, if needed, to pay the debt obligations associated with the Housing Bonds for The Harbor at Peace Village Project. In such an event, the NYA Economic Development Authority would be required to reimburse the City. To date, the annual debt obligations associated with The Harbor at Peace Village Project have been paid from operational revenues of The Harbor.

Suggested Motion:

Motion to approve the Amended and Restated Reimbursement Agreement.

AMENDED AND RESTATED REIMBURSEMENT AGREEMENT

This Amended and Restated Reimbursement Agreement, dated as of July 1, 2020 (the "Agreement"), is between the NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (the "Authority"), and the CITY OF NORWOOD YOUNG AMERICA, MINNESOTA, a statutory city and political subdivision of the State of Minnesota (the "City"), and amends and restates the Reimbursement Agreement, dated as of December 1, 2012 (the "Original Agreement"), between the Authority and the City.

1. Recitals.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended, and Sections 469.001 through 469.047, as amended (collectively, the "Act"), and, in particular, Sections 469.017 through 469.0171 and Sections 469.034 through 469.035, the Authority is authorized to undertake housing development projects and to issue its bonds to finance such projects.

(b) On December 4, 2012, the Authority issued its (i) Governmental Housing Gross Revenue Refunding Bonds (The Harbor at Peace Village Project), Series 2012A (the "Series 2012A Bonds"), in the original aggregate principal amount of \$3,090,000, currently outstanding in the principal amount of \$2,095,000, of which \$1,930,000 in principal amount is callable on or after August 1, 2020, the proceeds of which refunded the Authority's Governmental Housing Gross Revenue Bonds (The Harbor at Peace Village Project), Series 2005A (the "Series 2005A Bonds"); and (ii) General Obligation Housing Revenue Refunding Bonds (The Harbor at Peace Village Project), Series 2012B (the "Series 2012B Bonds"), in the original aggregate principal amount of \$3,000,000, currently outstanding in the full principal amount and callable on or after August 1, 2020, the proceeds of which refunded the Authority's General Obligation Housing Revenue Bonds (The Harbor at Peace Village Project), Series 2005B Bonds (the "Series 2005B Bonds"). The Series 2012A Bonds and the Series 2012B Bonds (together, the "Refunded Bonds") were issued pursuant to the Act and an Indenture of Trust, dated as of December 1, 2012 (the "2012 Indenture"), between the Authority and U.S. Bank National Association, a national banking association (the "2012 Trustee").

(c) Proceeds of the Series 2005A Bonds and the Series 2005B Bonds were used to finance the Authority's acquisition, construction, and equipping of a 36-unit senior housing with services facility (the "Project") located in the City. The Project is leased by Peace Villa, Inc., a Minnesota nonprofit corporation (the "Tenant") and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), pursuant to a Lease, recorded on November 5, 2010 (the "Original Lease"), between the Authority and the Tenant. The Project is managed by Ecumen Services, Inc., a Minnesota corporation (the "Manager").

(d) The Series 2012A Bonds are payable from gross revenues of the Project and are secured by a Combination Mortgage, Security Agreement and Fixture Financing Statement, dated as of

December 1, 2005, between the Authority and the 2012 Trustee, as amended by the First Amendment to Combination Mortgage, Security Agreement and Fixture Financing Statement, dated as of December 1, 2012 (as amended, the "2012 Mortgage"), between the Authority and the 2012 Trustee. The Series 2012B Bonds are payable from gross revenues of the Project and are secured by a general obligation pledge of the City. The City and the Authority entered into the Original Agreement, setting forth the terms of the City's general obligation pledge with respect to the Series 2012B Bonds.

(e) The Authority has determined to refund the Refunded Bonds and to issue refunding bonds secured by the general obligation pledge of the City, as authorized by Section 469.034, subdivision 2(f) of the Act.

(f) Pursuant to a resolution adopted on June 22, 2020, the Board of Commissioners of the Authority adopted a resolution (the "Ratifying Resolution") ratifying the sale of its Housing Revenue Refunding Bonds, Series 2020 (City of Norwood Young America, Minnesota General Obligation – Harbor at Peace Village Project) (the "Bonds"), in the original aggregate principal amount of \$ _____. The proceeds of the Bonds will be used to redeem and prepay the outstanding Refunded Bonds on August 1, 2020.

(g) Pursuant to a resolution adopted on June 22, 2020, the City Council of the City adopted a resolution (the "City Approval Resolution") approving the issuance of the Bonds in the principal amount of \$ _____ and pledging the full faith and credit of the City to the payment of debt service on the Bonds.

(h) In connection with the refunding of the Refunded Bonds, the 2012 Indenture and the 2012 Mortgage will be terminated and satisfied.

(i) The Authority is entering into this Agreement as an inducement to the City to adopt the City Approval Resolution and approve the issuance of the Bonds.

2. Reimbursement to City.

(a) The City hereby agrees to take all actions referred to in the Ratifying Resolution that are required by the City to provide for the payment of the principal of and interest on the Bonds in the event that the money credited to the Series 2020 Bonds Debt Service Account will not be sufficient to pay all principal of and interest on the Bonds when due. Such actions include appropriating funds, levying general ad valorem taxes on all taxable property in the City (in an amount not less than one hundred five percent (105%) of the deficiency in the Series 2020 Bonds Debt Service Subaccount), and transferring such tax revenues or other funds on hand and available for such purpose to the Authority for deposit in the Series 2020 Bonds Debt Service Subaccount..

3. Reimbursement by the Authority to the City.

(a) The Authority agrees to reimburse the City for all amounts that the City transfers to the Authority pursuant to the terms of the City Approval Resolution and this Agreement, together with interest on such amounts, from the date such amounts are transferred to the Authority until the date of such reimbursement, at the per annum variable rate of interest equal to the "reference rate" (also known as the prime rate) of U.S. Bank National Association, Saint Paul, Minnesota, as in effect and modified from time to time (such reimbursement obligations, including interest, are collectively referred to herein as the "Reimbursement Obligation"). The Reimbursement Obligation shall be payable without notice or

demand, shall not be limited to revenues of or relating to the Project or limited as to any other source of payment, and shall not be subject to set-off, offset, counterclaim, or other diminution of any kind (it being the intent that any other claim, obligation, or recourse be had or pursued against the City separately from and without reference to the Reimbursement Obligation).

(b) The Authority agrees that during any Deficit Period (as hereinafter defined), the City shall have the right upon prior written notice to the Authority (or any successor or other manager of the Project), to direct the control, management, and operation of the Project, in whole or in part, subject only to any superior rights which the Authority may have and enjoy pursuant to the terms of the Ratifying Resolution. Any management agreement entered into by the Authority with respect to the Project subsequent to the date of this Agreement shall be subject to the rights of the City pursuant to this Agreement. During any Deficit Period, the Authority shall not be entitled to any payments from the Project and the operating costs of the Project shall not include administrative expenses of the Authority incurred with respect to the operation of the Project.

(c) The term "Deficit Period" means any period (i) commencing on the earlier of (A) the date the City is required to levy ad valorem taxes to pay principal of or interest on the Bonds, or (B) the date the City transfers any money to the Authority to pay the principal of or interest on the Bonds, and (ii) ending on the date the City is fully reimbursed for all amounts to pay the principal of or interest on the Bonds.

4. Miscellaneous. This Agreement shall be governed by the laws of the State of Minnesota and may be executed in counterparts, each of which shall constitute an original hereof and all of which shall constitute one and the same instrument. Should any provision of this Agreement be declared illegal or otherwise invalid by a court of competent jurisdiction, the remaining terms hereof shall remain in full force and effect. In the event that the interest rate provided hereinabove as a part of the Reimbursement Obligation shall be adjudged or otherwise established to be in excess of the maximum interest rate permitted by law for any applicable period, then said interest rate shall automatically be adjusted to said maximum permissible interest rate for such period.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Authority and the City have executed this Amended and Restated Reimbursement Agreement to be duly executed by their duly authorized representatives as of the date and year first written above.

**NORWOOD YOUNG AMERICA ECONOMIC
DEVELOPMENT AUTHORITY**

By _____
Its President

By _____
Its Executive Director

Execution page of the City to the Amended and Restated Reimbursement Agreement, dated as of the date and year first written above.

**CITY OF NORWOOD YOUNG AMERICA,
MINNESOTA**

By _____
Its Mayor

By _____
Its City Administrator



TO: Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 22, 2020

SUBJECT: Resolution No. 2004, Ratifying the Sale of Housing Revenue Bonds, Series 2020

Nick Anhut, Ehlers, will review Resolution No. 2004, which ratifies the sale of the housing Bonds, Series 2020 for The Harbor at Peace Village Project.

Suggested Motion:

Motion to approve Resolution 2004, Ratifying the sale of and providing the form, terms, covenants and directions for the Housing Revenue Refunding Bonds, Series 2020 (City of Norwood Young America, Minnesota, General Obligation – Harbor at Peace Village Project); and taking other actions in connection therewith.

Extract of Minutes of Meeting
of the Board of Commissioners of the
Norwood Young America Economic Development Authority, Carver County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners of the Norwood Young America Economic Development Authority was duly held by teleconference or other electronic means on Monday, June 22, 2020, commencing at 6:00 P.M. The teleconference was held in accordance with Minnesota Statutes, Section 13D.021 and pursuant to a resolution adopted on March 18, 2020.

The following commissioners were present:

and the following were absent:

* * *

* * *

* * *

The President announced that the next order of business was consideration of the ratification of the sale of the Authority's Housing Revenue Refunding Bonds, Series 2020 (City of Norwood Young America, Minnesota General Obligation – Harbor at Peace Village Project), to be issued in the original aggregate principal amount of \$4,580,000.

Commissioner _____ then introduced the following resolution and moved its adoption:

NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. 2004

**RATIFYING THE SALE OF AND PROVIDING THE FORM,
TERMS, COVENANTS AND DIRECTIONS FOR THE HOUSING
REVENUE REFUNDING BONDS, SERIES 2020 (CITY OF
NORWOOD YOUNG AMERICA, MINNESOTA GENERAL
OBLIGATION – HARBOR AT PEACE VILLAGE PROJECT);
AND TAKING OTHER ACTIONS IN CONNECTION
THEREWITH**

Section 1. Sale of Bonds.

1.01. Background; Authorization.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended, and Sections 469.001 through 469.047, as amended (collectively, the “Act”), and, in particular, Sections 469.017 through 469.0171 and Sections 469.034 through 469.035, the Authority is authorized to undertake housing development projects and to issue its bonds to finance such projects.

(b) On December 4, 2012, the Authority issued its (i) Governmental Housing Gross Revenue Refunding Bonds (The Harbor at Peace Village Project), Series 2012A (the “Series 2012A Bonds”), in the original aggregate principal amount of \$3,090,000, currently outstanding in the principal amount of \$2,095,000, of which \$1,930,000 in principal amount is callable on or after August 1, 2020, the proceeds of which refunded the Authority’s Governmental Housing Gross Revenue Bonds (The Harbor at Peace Village Project), Series 2005A (the “Series 2005A Bonds”); and (ii) General Obligation Housing Revenue Refunding Bonds (The Harbor at Peace Village Project), Series 2012B (the “Series 2012B Bonds”), in the original aggregate principal amount of \$3,000,000, currently outstanding in the full principal amount and callable on or after August 1, 2020, the proceeds of which refunded the Authority’s General Obligation Housing Revenue Bonds (The Harbor at Peace Village Project), Series 2005B Bonds (the “Series 2005B Bonds”). The Series 2012A Bonds and the Series 2012B Bonds (together, the “Refunded Bonds”) were issued pursuant to the Act and an Indenture of Trust, dated as of December 1, 2012 (the “2012 Indenture”), between the Authority and U.S. Bank National Association, a national banking association (the “2012 Trustee”).

(c) Proceeds of the Series 2005A Bonds and the Series 2005B Bonds were used to finance the Authority’s acquisition, construction, and equipping of a 36-unit senior housing with services facility (the “Project”) located in the City of Norwood Young America, Minnesota (the “City”). The Project is leased by Peace Villa, Inc., a Minnesota nonprofit corporation (the “Tenant”) and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), pursuant to a Lease, recorded on November 5, 2010 (the “Original Lease”), between the Authority and the Tenant. The Project is managed by Ecumen Services, Inc., a Minnesota corporation (the “Manager”).

(d) Pursuant to Section 469.034 of the Act, the Authority is authorized to issue general obligation bonds to finance or refinance a qualified housing development project upon (a) a determination by the Authority that pledged revenues will equal or exceed one hundred ten percent

(110%) of the principal and interest due on such bonds for each year; (b) approval of the principal amount of the bonds by the Board of Commissioners following a public hearing; and (c) approval of the principal amount of the bonds by City Council of the City (the "City Council") and the use of the City's general obligation pledge following a public hearing.

(e) In connection with the issuance of the Series 2005B Bonds, the City Council and the Board of Commissioners conducted public hearings on the issuance of the Series 2005B Bonds and approved the City's general obligation pledge to the payment of debt service on the Series 2005B Bonds, and the Board of Commissioners determined that pledged revenues of the Project would equal or exceed one hundred ten percent (110%) of the principal and interest due on the Series 2005B Bonds for each year.

(f) The Series 2012A Bonds are payable from gross revenues of the Project and are secured by a Combination Mortgage, Security Agreement and Fixture Financing Statement, dated as of December 1, 2005, between the Authority and the 2012 Trustee, as amended by the First Amendment to Combination Mortgage, Security Agreement and Fixture Financing Statement, dated as of December 1, 2012 (as amended, the "2012 Mortgage"), between the Authority and the 2012 Trustee. The Series 2012B Bonds are payable from gross revenues of the Project and are secured by a general obligation pledge of the City. The City and the Authority entered into a Reimbursement Agreement, dated as of December 1, 2012 (the "Original Reimbursement Agreement"), setting forth the terms of the City's general obligation pledge with respect to the Series 2012B Bonds.

(g) The Authority has determined to refund the Refunded Bonds and to issue refunding bonds secured by the general obligation pledge of the City, as authorized by Section 469.034, subdivision 2(f) of the Act.

(h) Because the Series 2005A Bonds and Series 2012A Bonds were not originally secured by the general obligation pledge of the City, in order for any general obligation refunding bonds to be issued to refund the Series 2012A Bonds (the "Series 2012A Refunding Bonds"), the Authority and the City must satisfy the requirements of Section 469.034 of the Act, including but not limited to conducting a public hearing after publication of notice in a newspaper generally circulating in the City at least ten (10) days before the hearing.

(i) On February 24, 2020, in accordance with Section 469.034, subdivision 2 of the Act, the City Council conducted a duly noticed public hearing on the issuance of the Series 2012A Refunding Bonds and the pledge of the City's general obligation to the payment of debt service on the Series 2012A Refunding Bonds. In accordance with Section 469.034, subdivision 2(f) of the Act, the City is authorized to pledge its general obligation to the payment of general obligation refunding bonds to be issued to refund the Series 2012B Bonds (the "Series 2012B Refunding Bonds") without conducting a public hearing with respect to the issuance of the Series 2012B Refunding Bonds.

(j) On February 24, 2020, in accordance with Section 469.034, subdivision 2 of the Act, the Board of Commissioners conducted a duly noticed public hearing on the issuance of the Series 2012A Refunding Bonds and the pledge of the City's general obligation to the payment of debt service on the Series 2012A Refunding Bonds. In accordance with Section 469.034, subdivision 2(f) of the Act, the Authority is authorized to approve the Series 2012B Refunding Bonds without conducting a public hearing with respect to the issuance of the Series 2012B Refunding Bonds.

(k) On February 24, 2020, the Board of Commissioners adopted a resolution providing the parameters for the sale of the Authority's Housing Revenue Refunding Bonds, Series 2020 (City of Norwood Young America, Minnesota General Obligation – Harbor at Peace Village Project) (the "Bonds") and establishing a pricing committee consisting of the President and the Executive Director (the "Pricing Committee") to review proposals for the purchase of the Bonds and award the sale of the Bonds to the prospective purchaser based on certain parameters, including but not limited to the income and revenues of the Project pledged to the payment of the Series 2012A Refunding Bonds being equal to or exceeding one hundred ten percent (110%) of the principal of and interest on the Series 2012A Refunding Bonds in each year the Series 2012A Refunding Bonds will be outstanding. The proceeds of the Bonds will be used to refund the outstanding Refunded Bonds on August 1, 2020 (the "Redemption Date").

(l) On the date hereof, the Pricing Committee reviewed the proposals as set forth in EXHIBIT A attached hereto and accepted the offer of Piper Sandler & Co., Minneapolis, Minnesota, as syndicate manager (the "Purchaser"), to purchase the Bonds as described herein, subject to ratification by the Board of Commissioners.

(m) The Authority has determined that the income and revenues of the Project pledged to the payment of the Series 2012A Refunding Bonds will be equal to or exceed one hundred ten percent (110%) of the principal of and interest on the Series 2012A Refunding Bonds in each year the Series 2012A Refunding Bonds are outstanding.

(n) The Authority approves the issuance of the Bonds, comprising the Series 2012A Refunding Bonds in the principal amount of \$1,670,000 and the Series 2012B Refunding Bonds in the principal amount of \$2,910,000.

(o) On the date hereof, the City Council has adopted or will adopt a resolution (the "City Approval Resolution") approving the issuance of the Bonds, comprising the Series 2012A Refunding Bonds in the principal amount of \$1,670,000 and the issuance of the Series 2012B Refunding Bonds in the principal amount of \$2,910,000 and pledging the full faith and credit of the City to the payment of debt service on the Bonds.

(p) The Bonds shall be "qualified 501(c)(3) bonds" pursuant to Section 145 of the Code, based on the designation of the Refunded Bonds as "qualified 501(c)(3) bonds."

(q) There have been presented before the Board of Commissioners forms of (i) an Amended and Restated Reimbursement Agreement (the "Amended Reimbursement Agreement") between the City and the Authority, which amends and restates the Original Reimbursement Agreement and sets forth the terms of the City's general obligation pledge with respect to the Bonds; (ii) an Amended and Restated Lease (the "Amended Lease") between the Authority and the Tenant, which amends and restates the Original Lease and sets forth the terms of the Tenant's lease of the Project; and (iii) a First Amendment to Lease Option and Purchase Option Agreement (the "Amended Lease Option Agreement") between the Authority and the Tenant, which amends the Lease Option and Purchase Agreement, recorded on November 5, 2010, relating to the Tenant's option to lease the Project exclusively while the Bonds are outstanding and purchase the Project and the land on which it is located upon the payment in full of the Bonds.

1.02. Award to the Purchaser and Interest Rates. The proposal of the Purchaser to purchase the Bonds of the Authority was determined to be a reasonable offer and was accepted, the proposal being to purchase the Bonds at a price of \$4,857,762.77 (par amount of \$4,580,000.00, plus original issue premium

of \$313,778.10, less underwriter's discount of \$36,015.33), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2021	3.000%	2030	2.000%
2022	3.000	2031	2.000
2023	3.000	2032	2.000
2024	3.000	2033	2.000
2025	3.000	2034	2.000
2026	3.000	2035	2.000
2027	3.000	2036	2.000
2028	3.000	2037	2.000
2029	3.000	2038	2.000

True interest cost: 1.5816480%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to subaccounts of the Series 2020 Bonds Debt Service Account hereinafter created, as determined by the Executive Director in consultation with the Authority's municipal advisor. The actions of the President and Executive Director to execute a contract with the Purchaser on behalf of the Authority are hereby ratified and approved.

1.04. Terms and Principal Amount of Bonds. The Authority will forthwith issue and sell the Bonds pursuant to the Act, specifically Sections 469.034 and 475.67, subdivision 3, in the original aggregate principal amount of \$4,580,000, originally dated July 16, 2020, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on August 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$195,000	2030	\$265,000
2022	205,000	2031	265,000
2023	210,000	2032	270,000
2024	220,000	2033	280,000
2025	225,000	2034	280,000
2026	235,000	2035	290,000
2027	240,000	2036	295,000
2028	245,000	2037	300,000
2029	255,000	2038	305,000

(a) \$1,670,000 in principal amount of the Bonds, constituting the Series 2012A Refunding Bonds, maturing on August 1 of the years and in the amounts set forth below are being used to redeem and prepay the Series 2012A Bonds on the Redemption Date:

Year	Amount	Year	Amount
2021	\$190,000	2025	\$220,000
2022	200,000	2026	225,000
2023	205,000	2027	230,000
2024	215,000	2028	185,000

(b) The remainder of the Bonds in the principal amount of \$2,910,000, constituting the Series 2012B Refunding Bonds, maturing on August 1 of the years and in the amounts set forth below are being used to redeem and prepay the Series 2012B Bonds on the Redemption Date:

Year	Amount	Year	Amount
2021	\$ 5,000	2030	\$265,000
2022	5,000	2031	265,000
2023	5,000	2032	270,000
2024	5,000	2033	280,000
2025	5,000	2034	280,000
2026	10,000	2035	290,000
2027	10,000	2036	295,000
2028	60,000	2037	300,000
2029	255,000	2038	305,000

1.05. Optional Redemption. The City may elect on August 1, 2029, and on any day thereafter to prepay Bonds due on or after August 1, 2030. Redemption may be in whole or in part and if in part, at the option of the Authority and in such manner as the Authority will determine. If less than all Bonds of a maturity are called for redemption, the Authority will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.07. Extraordinary Redemption. In the event that:

(a) the Project or any discrete portion thereof shall have been damaged or destroyed to such extent that in the reasonable judgment of the Authority (i) the Project or discrete portion thereof cannot reasonably be restored within twelve (12) months to substantially its condition immediately preceding such damage or destruction, or (ii) the estimated cost of restoration would exceed ten percent (10%) of the original face amount of the Bonds; or

(b) by reason of condemnation title shall have been taken to all or substantially all of the Project, or so much thereof that in the reasonable judgment of the Authority, (i) the Authority will be prevented from carrying on normal operations of the Project for twelve (12) months, or (ii) the estimated cost of restoration would exceed ten percent (10%) of the original face amount of the Bonds; or

(c) as a result of any changes in the Constitution of the State of Minnesota or the Constitution of the United States of America, or of any legislative or administrative action, whether state or federal, or of any final decree, judgment or order of any court or administrative body, whether state or federal, entered after the contest thereof by the Authority in good faith, the agreements contained in this resolution shall have become impossible to perform in accordance with the intent and purposes of the Authority as expressed herein, or unreasonable burdens or

excessive liabilities shall have been imposed upon the Authority, including but not limited to the imposition of new state or local ad valorem, property, income or other taxes not imposed on the date of the resolution, other than special assessments levied in amounts proportionate to and not exceeding the benefits of future public improvements to the land included in the Project;

then the outstanding principal amount of the Bonds or, in the case of an event described in clause (a) or (b) above, the portion of the Bonds reasonably allocated to the portion of the Project damaged, destroyed or condemned may be redeemed. Any such redemption shall occur on the then next succeeding payment date, or if the proper notice of redemption cannot be given before such date, on the next succeeding payment date for which timely notice may be given to Bondholders. Bonds redeemed as a result of any of the events described in clauses (a) through (c) above shall be redeemed at one hundred percent (100%) of the principal amount to be redeemed plus accrued interest to the redemption date without premium.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on each February 1 and August 1 (each a "Payment Date"), commencing February 1, 2021, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The Authority will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the Authority and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the Authority.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The Authority and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the Authority and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the Authority. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. If the Pricing Committee authorizes the Bonds to be subject to optional redemption prior to maturity, the following provisions shall apply: In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The Authority appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Chair and the Executive Director are authorized to execute and deliver, on behalf of the Authority, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The Authority agrees to pay the reasonable and customary charges of the Registrar for the services performed. The Authority reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal

or interest due date, without further order of the Board of Commissioners, the Executive Director must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Executive Director and executed on behalf of the Authority by the signatures of the Chair and the Executive Director, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the Executive Director will deliver the same to the Original Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bonds.

3.01. Bond Form. The Bonds will be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The Executive Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Funds; Pledges and Covenants. The Authority covenants that it will create the following funds and accounts with respect to the Bonds and the Project to provide for the prompt payment of the Bonds and the operation of the Project. The Authority shall create and maintain the Housing Revenue Refunding Bonds, Series 2020 (City of Norwood Young America, Minnesota General Obligation – Harbor at Peace Village Project) Bond Fund (the “Bond Fund”) and shall create and maintain therein a “Revenue Account,” a “Series 2020 Bonds Debt Service Account” (and within such account the “Refunding Subaccount” and the “Series 2020 Bonds Debt Service Subaccount”), and a “Repair and Replacement Account,” as described further herein.

4.01. Revenue Account. For the convenient and proper administration of the revenues of the Project (the “Revenues”), and to make adequate and specific security to the purchaser and holders of the Bonds from time to time, the Authority agrees to establish and maintain the Revenue Account on its books and records so long as any Bonds are outstanding. The Authority shall credit to the Revenue Account, promptly upon receipt, all Revenues of the Project, from any source, other than tenant security deposits, which will be deposited in a separate account to be used as provided in Minnesota Statutes, Section 504B.178, as amended; provided, that any ad valorem taxes levied by the City to pay principal of or interest on the Bonds pursuant to the City Resolution shall be deposited directly in the Series 2020 Bonds Debt Service Account. Amounts on deposit in the Revenue Account shall be disbursed as necessary by the Authority to the Series 2020 Bonds Debt Service Account as set forth in Section 4.02 hereof. In the event the funds on deposit in the Revenue Account at any time are insufficient to pay principal of or interest on the Bonds when due, the Authority may transfer sufficient money to the Revenue Account from the Repair and Replacement Account. The Authority shall maintain the funds and accounts listed below with financial institutions (such as the Registrar) that are insured against loss.

4.02. Series 2020 Bonds Debt Service Account. For the convenience and proper administration of the money to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, the Series 2020 Bonds Debt Service Account shall be administered and maintained by the Executive Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Authority. The Series 2020 Bonds Debt Service Account will be maintained in the manner herein specified until all of the Bonds and the interest accrued thereon have been fully paid. The Authority shall transfer amounts as necessary, but in no event later than the date that is fifteen (15) days prior to a Payment Date, to the Series 2020 Bonds Debt Service Subaccount sufficient so that amounts on deposit therein shall be equal to one hundred five percent (105%) of the amount necessary to for payments of the Bonds on the next Payment Date.

(a) Refunding Subaccount. All proceeds of the Bonds, less the appropriations made in clause (b) below and the amounts necessary to pay the costs of issuing the Bonds, will be deposited in the Refunding Subaccount to be used solely to redeem and prepay the Refunded Bonds on the Redemption Date. Any balance remaining in the Refunding Subaccount after the redemption of the Refunded Bonds shall be deposited in the Series 2020 Bonds Debt Service Subaccount.

(b) Series 2020 Bonds Debt Service Subaccount. To the Series 2020 Bonds Debt Service Subaccount there is hereby pledged and irrevocably appropriated and there will be credited: (i) amounts credited to the Revenue Account in Section 4.01 hereof to pay principal of and interest on the Bonds; (ii) all taxes collected, pursuant to levies made pursuant to this resolution and the City Resolution, pursuant to which the City pledges its full faith and credit to the payment of the debt service of the Bonds, if any; (iii) amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Series 2020 Bonds Debt Service Subaccount in accordance with Section 1.03 hereof; and (iv) any and all other funds which are properly available and are appropriated by the Board of Commissioners to the Series 2020 Bonds Debt Service Subaccount. The amount of any surplus remaining in the Series 2020 Bonds Debt Service Subaccount when the Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

4.03. Repair and Replacement Account. The Authority hereby establishes and shall maintain on its books and records the Repair and Replacement Account. There is hereby credited to the Repair and Replacement Account any balance in the Repair and Replacement Fund for the Refunded Bonds under the 2012 Indenture after the Redemption Date. During the course of each calendar year, the Authority hereby covenants to deposit an amount equal to \$9,000 (\$250 per unit) to the Repair and Replacement Account. Amounts on deposit in the Repair and Replacement Account shall be used by the Authority, in its discretion, as the Authority shall determine to be required for replacement or renewal of worn out, obsolete or damaged properties and equipment of the Project or to pay the cost of improvements to the Project. Money in the Repair and Replacement Account shall be used only for the purposes above stated or, if so directed by Sections 4.01 or 4.02 hereof, to pay operating costs of the Project.

4.04. Surplus Revenue. On or after August 1 of each year, provided that all principal of and interest on the Bonds theretofore and then due have been paid or provided for in this Section 4, then the balance in the Revenue Account after the required deposits to (i) fund the Series 2020 Bonds Debt Service Account to the amount required for the next Payment Date, and (ii) maintain the Repair and Replacement Account at the Repair and Replacement Account Requirement, then such surplus funds may be released by the Authority to any fund or account, to be used to pay operating and maintenance costs of the Project or for any lawful purpose of the Authority.

4.05. General Obligation Pledge. The Authority hereby pledges, pursuant to Section 469.034, subdivision 2 of the Act, to the full payment of the principal of and interest due on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City. The pledge by the Authority of

the full faith and credit of the City is irrevocable until the principal of and accrued interest on the Bonds is paid in full. If the balance in the Series 2020 Bonds Debt Service Subaccount is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of funds of the Authority or money in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Revenue Account.

4.06. General Covenants. The Board of Commissioners covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The Authority will continue to maintain and efficiently operate the Project (or cause the Project to be so operated by the Authority or a successor manager) as a “qualified housing development project” as defined in Section 469.034, subdivision 2 of the Act and will cause all Revenues from the Project to be deposited in bank accounts and used to pay expenses of operation and maintenance of the Project and debt service on the Bonds as hereinabove provided, and will make no expenditures from those bank accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The Authority will also maintain the Series 2020 Bonds Debt Service Account and will cause money to be credited thereto from time to time, out of net Revenues of the Project and ad valorem taxes received from the City, if any, in sums sufficient to pay principal of and interest on the Bonds when due.

(c) The Authority will keep and maintain proper and adequate books of records and accounts separate from all other records of the Authority in which will be complete and correct entries as to all transactions relating to the Project and which will be open to inspection and copying by any Bondholder, or the holder’s agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The Board of Commissioners will cause persons handling Revenues of the Project to be bonded in reasonable amounts for the protection of the Authority and the Bondholders and will cause the funds collected on account of the operations of the Project to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The Board of Commissioners will keep the Project insured at all times against loss by fire, tornado, revenue interruption, and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like multifamily housing projects, to protect the holders, from time to time, of the Bonds and the Authority from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The Authority and each and all of its officers will punctually perform all duties with reference to the Project as required by law.

(g) The Authority will impose and collect rents for the Project in amounts required to produce net Revenues adequate to produce at least ten percent (10%) in excess of the amount needed to meet when due, the principal and interest payments on the Bonds in any year while the Bonds are outstanding.

(h) The Authority will cause the City to levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in the Series 2020 Bonds Debt Service Account.

(i) Including the Bonds, the amount of general obligation bonds issued by the City and outstanding under Section 469.034 of the Act shall not exceed the greater of (i) one-half of one percent (0.5%) of the estimated market value of the City; or (ii) \$5,000,000.

(j) The Authority will not allow the Project to be used for a private business use, as defined in Section 141 of the Code, except as follows: (i) the Authority may provide for the management of the Project by a property manager if the property manager is an organization exempt from federal income taxation pursuant to Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code, or the management of the Project by the property manager is undertaken and carried out pursuant to a management contract that satisfies the requirements of Rev. Procs. 97-13, 2001-39, and 2014-67; and (ii) the Project may be leased to an organization that is exempt from federal income taxation pursuant to Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code. The management contract with the Manager satisfies the requirements of this paragraph.

(k) The Project will be owned for the term of the Bonds either by the Authority or by a limited partnership or other entity in which the Authority or another entity under the sole control of the Authority is the sole general partner, subject to the requirements of Section 469.034, subdivision 2(e) of the Act.

(l) The Authority will not incur indebtedness in addition to the Bonds that is secured by Project Revenues unless it takes the following actions prior to incurring additional indebtedness:

(i) providing a certificate signed by the President or Executive Director of the Authority which shall (A) state the general purpose for which such indebtedness is to be incurred; (B) describe the improvements or facilities to be financed or thereby; (C) state the principal amount of indebtedness to be incurred, the maturity date or dates thereof and the interest rate or rates with respect thereto; and (D) state that the proposed indebtedness, together with any other funds available to and committed or reserved by the Authority for use in connection with such financing, which other funds shall be identified as to amount and source, is not less than the amount required to acquire and construct the improvements and to place the same in service, and to pay all fees, expenses and financing costs, including required reserves and funded interest, in connection therewith;

(ii) receipt of a written opinion of Bond Counsel to the effect that the incurrence of the indebtedness will not cause interest on the Bonds to be included in gross income for federal income tax purposes; and

(iii) a finding by the Authority that Revenues of the Project pledged for the payment of principal and interest on the Bonds and the new indebtedness will produce at least ten percent (10%) in excess of the amount needed to meet when due, the principal and interest payments on the Bonds and the new indebtedness maturing in any year.

4.07. Debt Service Coverage. It is determined that estimated collection of Revenues of the Project for the payment of principal and interest on the Bonds will produce at least ten percent (10%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds and that no ad valorem tax levy by the City is needed at this time to pay the principal of and interest due on the Bonds.

4.08. Filing of Resolution. The Executive Director is authorized and directed to file a certified copy of this resolution with the Taxpayer Services Manager of Carver County, Minnesota and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding; Findings; Redemption of Refunded Bonds.

5.01. Purpose of Refunding. The outstanding Series 2012A Bonds will be called for redemption on the Redemption Date in the principal amount of \$1,930,000, and the outstanding Series 2012B Bonds will be called for redemption on the Redemption Date in the principal amount of \$3,00,000. It is hereby found and determined that based upon information presently available from the Authority's municipal advisor, the issuance of the Bonds, a portion of which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holders of the Refunded Bonds and is necessary and desirable for the reduction of debt service costs to the City and the Authority.

5.02. Application of Proceeds of Bonds. It is hereby found and determined that the proceeds of the Bonds deposited in the Redemption Fund, along with any other funds on hand in the debt service fund or reserve fund established pursuant to the 2012 Indenture, will be sufficient to prepay all of the principal of, interest on, and redemption premium (if any) on the Refunded Bonds.

5.03. Redemption; Date of Redemption; Notices of Call for Redemption. The Refunded Bonds maturing after the Redemption Date will be redeemed and prepaid on the Redemption Date. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the forms of Notice of Call for Redemption attached hereto as EXHIBITS C-1 and C-2, which terms and conditions are hereby approved and incorporated herein by reference. The 2012 Trustee for the Refunded Bonds is authorized and directed to send a copy of the Notice of Call for Redemption to each registered holder of the Refunded Bonds at least thirty (30) days prior to the Redemption Date.

Section 6. Approval of Documents; Authentication of Transcript.

6.01. Authority Proceedings and Records. The officers of the Authority are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the Authority and the City relating to the Bonds and to the financial condition and affairs of the Authority, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the Authority as to the facts stated therein.

6.02. Agreements. The Amended Restated Reimbursement Agreement, the Amended Lease, and the Amended Lease Option Agreement are hereby approved in substantially the forms on file with the Authority. The Chair and Executive Director are hereby authorized and directed to execute and deliver the Amended Reimbursement Agreement, the Amended Lease, and the Amended Lease Option Agreement on behalf of the Authority.

6.03. Certification as to Official Statement. The President and the Executive Director are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.04. Other Certificates. The President and the Executive Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the Authority or incumbency of its officers, at the closing the President and the Executive Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Executive Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds. The President and the Executive Director are hereby authorized and directed to execute any documents necessary to terminate and satisfy the 2012 Indenture and the 2012 Mortgage.

6.05. Electronic Signatures. The electronic signatures of the President and the Executive Director to this resolution, to any certificate, and to any document authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the Authority thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

6.06. Payment of Costs of Issuance. The Authority authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota on the closing date for further distribution as directed by the Authority's municipal advisor, Ehlers and Associates, Inc.

Section 7. Tax Covenants.

7.01. Qualified 501(c)(3) Bonds. The Authority shall not take any action or authorize any action to be taken in connection with the application or investment of the proceeds of the Bonds or any related activity which would cause the Bonds to be deemed to be "private activity bonds," within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code. The Authority shall not take any action or authorize any action to be taken in connection with the application or investment of the proceeds of the Bonds or any related activity which would cause the Bonds to be deemed to be "arbitrage bonds," within the meaning of Section 148 of the Code. Furthermore, the Authority shall take all such actions as may be required under the Code to ensure that interest on the Bonds is not and does not become includable in gross income for federal income tax purposes.

7.02. Costs of Issuance. No more than two percent (2%) of the proceeds of the Bonds will be used for the costs of issuing the Bonds.

7.03. Rebate. The Authority will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

7.04. Qualified Tax-Exempt Obligations. The Bonds are deemed to be qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code because the Authority determines that:

(a) the Bonds are "qualified 501(c)(3) bonds" and are therefore not considered "private activity bonds" pursuant to Section 265(b)(3)(B) of the Code;

(b) the Refunded Bonds were qualified tax-exempt obligations;

(c) the average maturity date of the Bonds is not later than the average maturity date of the Refunded Bonds; and

(d) the Bonds have a maturity date which is not later than the date which is thirty (30) years after the date the Refunded Bonds were issued.

7.05. Procedural Requirements. The Authority will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this Section 7.

Section 8. Book-Entry System; Limited Obligation of Authority.

8.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each such Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for DTC. Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Authority, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Authority, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the Authority's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the Executive Director of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the Executive Director will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The Authority has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Bond Registrar subsequently appointed by the Authority with respect to the Bonds will agree to take all action necessary for all representations of the Authority in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the Authority, by resolution of the Board of Commissioners, determines that it is in the best interests of the persons having beneficial interest, in the

Bonds that they be able to obtain Bond certificates, the Authority will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the Authority will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Authority and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the Authority will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the President and the Executive Director and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. Authority Compliance with Provisions of Continuing Disclosure Certificate. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the Authority to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the Holders of the Bonds will cease. The Authority may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Authority may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purposes, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal and interest to become due thereon to maturity.

(The remainder of this page is intentionally left blank.)

Approved by the Board of Commissioners of the Norwood Young Economic Development Authority this 22nd day of June, 2020.

ATTEST:

Carol Lagergren, President

Steven Helget, Executive Director

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A
BID TABULATION



BID TABULATION

**\$4,905,000* Housing Revenue Refunding Bonds, Series 2020 (City of Norwood Young America, Minnesota
General Obligation - Harbor at Peace)**

Economic Development Authority of the City of Norwood Young America, Minnesota

SALE: June 11, 2020

AWARD: PIPER SANDLER & CO.

Rating: S&P Global Ratings "AA-"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (August 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
PIPER SANDLER & CO. Minneapolis, Minnesota Cantor Fitzgerald	2021	3.000%	0.350%	\$5,206,038.65	\$794,948.85	1.5708%
	2022	3.000%	0.400%			
	2023	3.000%	0.450%			
	2024	3.000%	0.550%			
	2025	3.000%	0.650%			
	2026	3.000%	0.750%			
	2027	3.000%	0.900%			
	2028	3.000%	1.050%			
	2029	3.000%	1.150%			
	2030	2.000%	1.250%			
	2031	2.000%	1.350%			
	2032	2.000%	1.400%			
	2033	2.000%	1.500%			
	2034	2.000%	1.600%			
	2035	2.000%	1.650%			
	2036	2.000%	1.700%			
	2037	2.000%	1.800%			
	2038	2.000%	1.850%			

* Subsequent to bid opening the issue size was decreased to \$4,580,000.

Adjusted Price - \$4,857,762.77

Adjusted Net Interest Cost - \$764,949.73

Adjusted TIC = 1.5816%

NAME OF BIDDER	MATURITY (August 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$5,276,439.45	\$841,848.05	1.6595%
BAIRD Milwaukee, Wisconsin				\$5,272,820.70	\$845,466.80	1.6675%
STIFEL, NICOLAUS Birmingham, Alabama				\$5,251,516.80	\$866,770.70	1.7143%

Bid Tabulation June 11, 2020
 Economic Development Authority of the City of Norwood Young America, Minnesota
 \$4,905,000* Housing Revenue Refunding Bonds, Series 2020 (City of Norwood Young America, Minnesota
 General Obligation - Harbor at Peace) Page 2

EXHIBIT B

FORM OF BOND

STATE OF MINNESOTA
COUNTY OF CARVER
NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY

HOUSING REVENUE REFUNDING BOND
SERIES 2020
(CITY OF NORWOOD YOUNG AMERICA, MINNESOTA GENERAL OBLIGATION –
HARBOR AT PEACE VILLAGE PROJECT)

R-_____ \$ _____

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	August 1, 20____	July 16, 2020	_____

Registered Owner: Cede & Co.

The Norwood Young America Economic Development Authority, a public body corporate and politic under the Constitution and laws of the State of Minnesota (the "Authority"), for value received, hereby promises (but only out of the revenues and other assets hereinafter referred to) to pay to the Registered Owner specified above or registered assigns the principal sum of \$ _____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year (each a "Payment Date"), commencing February 1, 2021, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Minnesota, as Registrar, Paying Agent, Transfer Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America but only from the revenues and receipts specifically pledged to the payment thereof as hereinafter provided.

This Bond is one of an issue in the aggregate principal amount of \$4,580,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Board of Commissioners on June 22, 2020 (the "Resolution"), for the purpose of refunding certain outstanding special, limited obligations of the Authority issued to refinance a 36-unit senior housing with services facility (the "Project") located in the City of Norwood Young America, Minnesota (the "City"), pursuant to the provisions of Minnesota Statutes, Chapters 469 and 475, as amended (the "Act"). The Bonds are being issued under and are equally and ratably secured as to principal, premium, if any, and interest by the Resolution, to which Resolution reference is hereby made for a description of the nature and extent of the security, the terms and conditions upon which the Bonds are issued and secured, and the rights of the holders thereof.

The Bonds, the premium, if any, and the interest thereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, other than the Authority and the City to the extent set forth in the Resolution. Neither the State of Minnesota, nor any political subdivision thereof, other than the Authority and the City to the extent set forth in the Resolution, shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the revenues of the Project, amounts held in the funds or accounts under the Resolution, and assets pledged therefor, and neither the full faith and credit nor the taxing powers of the State of Minnesota or any political subdivision thereof, other than the City to the extent set forth in the Resolution, is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Authority has no independent taxing power. Under the Resolution, the Authority has pledged in accordance with the Act the full faith and credit and taxing power of the City to secure payment of principal of and interest on the Bonds. Notwithstanding any other provision of the Resolution to the contrary, the City general obligation shall not be available for, nor shall funds received by the Authority with respect to such City general obligation under any circumstances be applied to, the payment of principal of or interest on any bonds or other charge, expense or debt of the Authority other than the Bonds.

The Board of Commissioners of the Authority has deemed designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

All acts, conditions and things required to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed. This Bond shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

This Bond shall not be entitled to any benefit under the Resolution or become valid or obligatory for any purpose until such Bond shall have been authenticated by the certificate of the Paying Agent endorsed hereon.

The Authority may elect on August 1, 2029, and on any day thereafter to prepay Bonds due on or after August 1, 2030. Redemption may be in whole or in part and if in part, at the option of the Authority and in such manner as the Authority will determine. If less than all Bonds of a maturity are called for redemption, the Authority will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The Bonds are subject to extraordinary mandatory redemption at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date, without premium, in whole or in part on the next succeeding Payment Date, or if proper notice of redemption cannot be given before such date, on the next succeeding Payment Date for which timely notice may be given, upon the happening of certain events of damage to or destruction of the Project, condemnation of the Project, or change in law rendering the agreements contained in the Resolution unenforceable. If less than all of the Bonds are to be redeemed pursuant to this paragraph, the Bonds so to be redeemed shall be selected by the Paying Agent by lot in such manner as the Paying Agent shall determine.

Except as otherwise provided in the Resolution, notice of redemption is required to be given thirty (30) days prior to the redemption date to the holder of each Bond to be redeemed at the address of such holder as shown on the Bond Register.

The holder of this Bond shall have no right to enforce the provisions of the Resolution or to institute action to enforce the covenants therein, or to take any action with respect to any event or default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Resolution.

The Authority and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Authority nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are being initially issued only as fully registered bonds in the denomination of \$5,000 principal amount or any integral multiple thereof.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any trustee, member, officer, agent, counsel or director, as such, past, present or future, of the Authority or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

IN WITNESS WHEREOF, the Norwood Young America Economic Development Authority has caused this Bond to be duly executed in its name by the manual or facsimile signature of its President and its Executive Director.

Dated: July 16, 2020

**NORWOOD YOUNG AMERICA ECONOMIC
DEVELOPMENT AUTHORITY**

By _____
Its Chair

By _____
Its Executive Director

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

Custodian _____

TEN ENT -- as tenants by entireties

(Cust) _____ (Minor) _____
under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as

may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C-1

**NOTICE OF CALL FOR REDEMPTION FOR THE
SERIES 2012A BONDS**

\$3,090,000

**NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY
GOVERNMENTAL HOUSING GROSS REVENUE REFUNDING BONDS
(THE HARBOR AT PEACE VILLAGE PROJECT)
SERIES 2012A**

NOTICE IS HEREBY GIVEN that, by order of the Board of Commissioners of the Norwood Young America Economic Development Authority (the "Authority") there have been called for redemption and prepayment on

August 1, 2020

all outstanding bonds of the Authority designated as Governmental Housing Gross Revenue Refunding Bonds (The Harbor at Peace Village Project), Series 2012A (the "Bonds"), dated December 4, 2012, having stated maturity dates of August 1 in the years 2021 through 2030, both inclusive, totaling \$1,930,000 in principal amount, at the following interest rates, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
2021	\$170,000	3.200%	669739 AP9
2022	175,000	3.500	669739 AQ7
2023	180,000	3.700	669739 AR5
2024	190,000	3.850	669739 AS3
2026	400,000	4.000	669739 AU8
2027	210,000	4.100	669739 AV6
2028	220,000	4.200	669739 AW4
2029	230,000	4.250	669739 AX2
2030	155,000	4.300	669739 AY0

The Bonds are being called at a price of par plus accrued interest to August 1, 2020, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, as trustee (the "Trustee"), in the City of Saint Paul, Minnesota, on or before August 1, 2020.

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

Contact name and phone number for the Trustee: Benjamin J. Krueger, 651-466-6299

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal Employer

Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Dated: _____, 2020.

BY ORDER OF BOARD OF COMMISSIONERS
OF THE NORWOOD YOUNG AMERICA
ECONOMIC DEVELOPMENT AUTHORITY

By /s/ Steve Helget
Its Executive Director

EXHIBIT C-2

**NOTICE OF CALL FOR REDEMPTION FOR THE
SERIES 2012B BONDS**

**\$3,000,000
NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY
GENERAL OBLIGATION HOUSING REVENUE REFUNDING BOND
(THE HARBOR AT PEACE VILLAGE PROJECT)
SERIES 2012B**

NOTICE IS HEREBY GIVEN that, by order of the Board of Commissioners of the Norwood Young America Economic Development Authority (the "Authority") there have been called for redemption and prepayment on

August 1, 2020

all outstanding bonds of the Authority designated as General Obligation Housing Revenue Refunding Bonds (The Harbor at Peace Village Project), Series 2012B (the "Bonds"), dated December 4, 2012, having stated maturity dates of August 1 in the years 2032 through 2040, both inclusive, totaling \$3,000,000 in principal amount, at the following interest rates, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
2032	\$ 715,000	2.700%	66973P AC2
2040	2,285,000	3.100	66973P AD0

The Bonds are being called at a price of par plus accrued interest to August 1, 2020, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, as trustee (the "Trustee"), in the City of Saint Paul, Minnesota, on or before August 1, 2020.

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

Contact name and phone number for the Trustee: Benjamin J. Krueger, 651-466-6299

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Dated: _____, 2020.

BY ORDER OF BOARD OF COMMISSIONERS
OF THE NORWOOD YOUNG AMERICA
ECONOMIC DEVELOPMENT AUTHORITY

By /s/ Steve Helget
Its Executive Director

STATE OF MINNESOTA)
)
COUNTY OF CARVER)
)
CITY OF NORWOOD)
YOUNG AMERICA)

I, the undersigned, being the duly qualified Executive Director of the Norwood Young America Economic Development Authority (the "Authority"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Commissioners of the Authority held on June 22, 2020, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the ratification of the sale of the Authority's Housing Revenue Refunding Bonds, Series 2020 (City of Norwood Young America, Minnesota General Obligation – Harbor at Peace Village Project), in the original aggregate principal amount of \$4,580,000.

WITNESS My hand officially as such Executive Director this _____ day of _____, 2020.

Executive Director			
Norwood	Young	America	Economic
Development Authority			



CITY COUNCIL Minutes
June 8, 2020 – 6:00 PM
City Council Virtual Meeting

Attendance:

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

Staff Present: Steve Helget (City Administrator), Tony Voigt (PS Director)

Others Present: Brad Falteysek (Abdo, Eick and Meyers), Unnamed citizen

1. Call Meeting of City Council to Order:

Mayor Lagergren called the virtual meeting to order at 6:01 PM. Roll call of attendance. All members present.

2. Approve Agenda

Motion: DS/CS to approve the agenda as submitted. Roll call vote. Motion passed 5-0.

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

Voigt shared the history of the Tree City designation and events in the city. Lagergren read the Arbor Day Proclamation to proclaim Wednesday, June 10, 2020 as Arbor Day and the month of June 2020, as Arbor Month in the City of Norwood Young America.

Motion: MM/CH to approve the 2020 Arbor Day Proclamation. Roll call vote. Motion passed 5-0.

4. Consent Agenda

4.1 Approve minutes of May 26, 2020 meeting

4.2 Approve payment of claims

4.3 Approve Separation Agreement with employee

4.4 Approve amended West Carver Pool Employee handbook

Motion: SD/SH to approve the consent agenda as presented. Roll call vote. Motion passed 5-0.

5. Public Hearing

None

6. Old Business

None

7. New Business

7.1 Central Softball Booster Club

Helget shared a request from the Central Softball Booster Club to allow summer practice on city fields. Lagergren shared information on the most recent guidelines recommended by Minnesota Department of Health on youth sports and youth camps. Lagergren went through the new guidelines for high risk, medium risk and low risk sports. Baseball and softball are considered medium risk, which means that practice or skill development is allowed with groups of up to 25, however, games are not allowed at this time. Lagergren shared information from the school, which required groups to follow MDH guidelines. Consensus from the Council was to follow MDH guidelines and to schedule through Community Education. Lagergren will contact the group regarding the recommendation from the Council along with current MDH guidelines.

7.2 Review 2019 Financial Audit Report

Falteysek shared information on the Audit opinion and responsibilities, General Fund Results, other Governmental Fund Results, Enterprise Fund Results and comparison ratios to other cities. The city is currently in compliance with all required guidelines. However, the 2019 audit shows two areas to be addressed: preparation of financial statements and incomplete bank reconciliations. All bank reconciliations have now been completed and are up to date. Falteysek shared that the city had a general fund balance of 80% above the required amount for expenditures. Current policy requires 35%, but Council goal has been 50%. Information was shared on current revenue and expenditures on Enterprise Funds (water and sewer).

Based on the information shared, more than 50% of the revenue received is used to cover the current debt obligations to those funds. Request from the Council for a report at the next meeting from Helget on how to address the areas of concern from the audit report.

7.3 Approve Street and Utility Reconstruction Scoping Study

Helget reviewed a summary of the scoping study presented at the last workshop meeting. Next steps (timeline for next project, prioritization of projects and potential for funding) will be discussed at the June 22nd workshop meeting.

Motion: CH/MM to adopt the Street and Utility Reconstruction Projects Scoping Study. Roll call vote. Motion passed 5-0.

7.4 Approve Awarding Quote for Crack Sealing

Voigt shared a plan to crack seal several streets in town. The quote includes routing the cracks in our roads and trails and filling them with MnDOT spec crack sealant.

Motion: CH/CS to award the crack sealing quote to Hire Astech in the amount of \$20,076. Roll call vote. Motion passed 5-0.

7.5 Approve Awarding Quote for Seal Coating

Voigt shared a plan to seal coat the following streets: First Street, Main Street East, Devonshire Drive, Muirfield Circle and Fox Court. Quotes include sweeping, supplying rock, signage, traffic control and rock clean-up.

Motion: CH/CS to award the street chip seal quote to Pearson Brothers in the amount of \$22,733.76. Roll call vote. Motion passed.

7.6 Approve Awarding Quote for Seal Coating Trails

Voigt shared a plan to seal coat several trails. The quote includes sweeping the area clean and applying an asphalt based sealer.

Motion: CS/CH to award the sealcoat quote to Gopher State Sealcoat to sealcoat city trails in the amount of \$7,392. Roll call vote. Motion passed 5-0.

7.7 Approve Awarding Seal Coating Quote with RePLAY

Voigt shared a plan to use RePLAY to several streets and trails to extend the life of the road. This process is used on roads that have been recently paved or recent construction where the road is still in good physical condition. This plan would be for the Lakewood Court and Whitetail Path and includes the trail from Industrial Boulevard to Serenity Circle.

Motion: none

7.8 Approve Purchase of Zero Turn Lawn Mower

Voigt shared that the plan is to replace our 2013 Kubota zero turn lawn mower. This item has been included in the Capital Project/Equipment Plan.

Motion: CS/CH to purchase a 2020 ZD1211 from Arnold's Equipment in the amount of \$9,200. Roll call vote. Motion passed.

7.9 Approve Replacing Friendship Park Concession Building Doors

Voigt shared information on replacing the four exterior doors on the concession stand at Friendship Park. The door frames are in good shape and do not need to be replaced at this time. The doors come primed and will need to be painted. The company recommended this painting be done by an outside company.

Motion: DS/CS to accept the quote from Rice Companies for \$3,894.24 to install exterior doors at the Friendship Park Concession building and to hire Thomas Collision and Frame to paint the doors for \$800. Roll call vote. Motion passed 5-0.

7.10 Approve to Auction Surplus Equipment

Voigt shared information on equipment that has been replaced and can now be put up for auction. The Council recommended that a reserve price be determined.



Motion: CS/CH to auction the 1998 Jetter Truck with a reserve price of \$3000 and the 2003 Versa-Vac trailer with a reserve price of \$7000. Roll call vote. Motion passed 5-0.

7.11 Approve Community Education Contribution

Helget shared information from Community Education as an update from the tabled item in March. Although not all programs are currently being offered but the cost of available programming has increased due to COVID19. Funding for the Middle School/High School programs is used to pay a portion of the salary of a Recreation Director. Additional information will be shared regarding the intent to use money to pay for programming and not staffing. Community Education is requesting the same amount of funding from the past.

Motion: CH/MM to approve the funding request from District 108 Community Education for an amount up to \$5000 to support the Summer enhanced Program and the Summer Recreation Program. Roll call vote. Motion passed 5-0.

7.12 Consider Melchert Hubert Sjodin Forest Hill Cemetery Invoice

Lagergren shared that the work with the Forest Hill Cemetery Association has been completed. Paul Melchert has turned over all documentation to the city and is requesting payment.

Motion: DS/MM to approve payment to Paul Melchert the amount of \$11,307.61 to be taken from the funds received from the Forest Hills Cemetery Association. Roll call vote. Motion passed 5-0.

7.13 Approve Hiring Seasonal Staff

Voigt shared the need for additional seasonal staff to work with the Public Works and Public Utilities Department.

Motion: CS/CH to hire Scott Rannow, Kyle Petersen, and Ian Fraser for the 2020 seasonal Public Services Worker positions at Grade 2, Step 1 effective June 9, 2020. Roll call vote. Motion passed 5-0.

8. Council Member, Mayor and Staff Reports

- Heher – Update from Planning Commission on 219 Elm Street Public Hearing and 2020 CUP Audit
- McPadden – No updates
- Stolz – No updates
- Storms – Arbor Day Tree planting on Wednesday
- Lagergren – Updates on request from 311 Elm Street to bring current issues to closure (recommendation to have attorneys work from a written request). Updates on Phase III option to open pool at 50% occupancy the week of the 22nd with more information at the next council meeting. Updates on Phase III changes for bars/restaurants hair/nail salons and gyms/studios. Request on when to move face-to-face council meetings --- council recommends staying at virtual through June. Information on upcoming meetings.
- Helget – Highway 212 project general contractor has asked to extend construction hours to 6:30AM to 9PM from Monday through Saturday with Sunday as a rain day. City Administrator can make exceptions to current code.

9. Adjournment

Motion: MM/CS to adjourn at 8:04. Roll call vote. Motion passed: 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Karen Hallquist, ED/Marketing Director



CITY COUNCIL Special Meeting Minutes
June 15, 2020 – 6:00 PM
City Council Virtual Meeting

Attendance:

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

Staff Present: Steve Helget (City Administrator)

Others Present: Jeremy Stender (Young America Baseball), Nick Anhut (Ehlers)

1. Call Meeting of City Council to Order:

Mayor Lagergren called the virtual meeting to order at 6:01 PM. Roll call of attendance. All members present.

2. Approve Agenda

Motion: CS/DS to approve the agenda as submitted. Roll call vote. Motion passed 5-0.

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

None

4. Consent Agenda

None

5. Public Hearing

None

6. Old Business

None

7. New Business

7.1 Consider Young America Cardinals Request

Lagergren shared the request that was based on information from the Minnesota Baseball Association to allow exhibition and league games. Stender shared information on the Preparedness Plan recommended by the MBA. Information on the plan guidelines will be shared at least three times with all spectators and players. Stender shared that baseball is considered a medium risk sport based on MDH standards. The guidelines include no more than 25 people on the field and no more than 250 spectators. Guidelines will be posted throughout the park in 5-7 areas. Lagergren shared information on which towns are currently allowing baseball games in the communities. Stender shared that the MBA has shared that there are currently 46 of 275 teams that are allowing games. Heher asked about enforcement of guidelines – Stender shared the group responsible for enforcement. Storms asked about the number of exhibition/league games planned -- Stender shared that the schedule is still being determined. Lagergren shared that when the motion passes, she will send the confirmation of the decision to the MBA.

Motion: DS/CS to change the original motion to include no concession stand unless approved by the Minnesota Department of Health. Roll call vote. Motion passed 5-0.

Motion: DS/CS to approve a letter to the MBA stating that the city is insured and will allow the use of city fields for our town baseball team to play exhibition and league games with no concession stand unless approved by the Minnesota Department of Health. Roll call vote. Motion passed 4-1 with Lagergren voting against.

7.2 Approve Resolution No. 2020-18

Lagergren asked for questions regarding the memo from the Finance Committee that recommended the total bond requirements of \$1,000,000. Stolz commented that issuance costs, change orders and previously incurred expenses are not included. Lagergren commented on available monies from refinancing and TIF payments.

Anhult shared the presale discussion included two series of General Obligation bonds to include: (1) up to \$5 million refinancing of an EDA debt issues for the Harbor; (2) Up to \$1.9 millions financing for highway projects and fire equipment as well as up to \$5 million refinancing for the city's 2010A, 2010B, and 2011A bonds. The current city bond rating is AA-, which reflects a strong economy, strong management plan, very strong budgetary flexibility and liquidity, and adequate budgetary performance. The true interest rate for the \$6.1 million request was 0.8% from Northland Securities, Inc., which is an extremely low rate. The levy for the Highway projects will be a ten year repayment schedule with an average levy of \$79,475. The levy for the fire truck will be a five year repayment schedule with an average levy of \$66,066. The average debt service net savings from the refinancing of the 2020A bonds, the 2010B bonds, and the 2011A bonds will be \$123,651. Anhult shared that the Resolution will award the purchase of the bonds to Northland Securities at the proposal's pricing and rates and establishes the final repayment schedule, will execute the redemption of the 2010A, 2010B and 2011A bonds with a closing scheduled for July 7, 2020. Stolz shared the option of adding \$100,000 to include contingency amounts vs. using the available fund balance. Lagergren asked about paying down the principal early, but this is not an option under city bonds prior to the call date.

Anhult shared additional information on the refinancing of the EDA Bond for the Harbor at a true interest rate of 1.570% from Piper Sandler and Company from a current 20 year payment schedule to an 18 year payment schedule. Final average net savings from the refinancing will be \$22,929 and will reduce the term of final payment by two years. This information will be shared again at the June 22nd EDA meeting.

Motion: CH/MM to approve Resolution No. 2020-18, a resolution ratifying the sale of general obligation bonds, series 2020A, in the original aggregate principal amount of \$5,220,000; fixing their form and specifications; directing their execution and delivery; providing for their payment; and providing for the redemption of bonds refunded thereby and allowing the City Administrator to sign in place of the City Clerk. Roll call vote. Motion passed 5-0.

7.3 Approve City Clerk/Treasurer Job Description and Authorize Advertising to Fill the Vacancy

Lagergren shared recommendations from the Personnel Committee to slightly change the format of the City Clerk/Treasurer to include a change in the format of the essential functions to prioritize the components of the actual position.

Motion: MM/DS to approve the updated job description for City Clerk/Treasurer position. Roll call vote. Motion passed 5-0.

Motion: MM/CS to approve posting for the City Clerk/Treasurer position. Roll call vote. Motion passed 5-0.

8. Council Member, Mayor and Staff Reports

- Heher – No updates
- McPadden – Stiftungsfest will be meeting later in the week where a decision will be made.
- Stolz – No updates
- Storms – Arbor Day tree planting occurred on June 10 at Prairie Dawn Park with 8 trees planted.
- Lagergren – Information on the pool opening will be shared at the next meeting.
- Helget – No updates

9. Adjournment

Motion: CH/MM to adjourn at 6:57. Roll call vote. Motion passed: 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Karen Hallquist, ED/Marketing Director



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

To Be Approved: June 22, 2020

Payroll EFT (Check Sequence 505944 – 505959)	<u>\$15,559.62</u>
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**Voided checks
(30624-30636)**

Prepays

Claims Pending Payment (Check Sequence 30627- 30679)	<u>\$512,571.89</u>
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Grand Total	<u>\$528,131.51</u>
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CITY OF NORWOOD YOUNG AMERICA

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JUNE 2020

			Check Amt	Invoice	Comment
10100 CHECKING					
Paid Chk#	030627	6/22/2020	212 EQUIPMENT		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$90.00	1159	pressure washer rental
	Total 212 EQUIPMENT		\$90.00		
Paid Chk#	030628	6/22/2020	ABDO, EICK, & MEYERS		
E 101-41500-301	Auditing and Acct g Services		\$5,825.00	431024	audit
	Total ABDO, EICK, & MEYERS		\$5,825.00		
Paid Chk#	030629	6/22/2020	ASSURED SECURITY		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$286.00	SH100904	
	Total ASSURED SECURITY		\$286.00		
Paid Chk#	030630	6/22/2020	BOND TRUST SERVICES CORP.		
E 602-49450-611	Bond Interest		\$8,547.88		
E 601-49400-611	Bond Interest		\$16,187.50		
E 520-49330-611	Bond Interest		\$10,950.00	326643	
E 521-49330-611	Bond Interest		\$20,412.50	328782	
E 601-49400-611	Bond Interest		\$5,129.00	38171	
E 517-49331-611	Bond Interest		\$19,675.00	39205	
E 518-49330-604	Bond Service Charge		\$475.00	58630-PA	
E 519-49330-604	Bond Service Charge		\$475.00	58631-PA	
E 520-49330-604	Bond Service Charge		\$475.00	58632-PA	
	Total BOND TRUST SERVICES CORP.		\$82,326.88		
Paid Chk#	030631	6/22/2020	CARDMEMBER SERVICE		
E 101-41320-350	Print/Publishing/Postage		\$444.26		
E 101-41110-433	Dues and Subscriptions		\$36.00		
E 101-42200-221	Repair/Maintenance Equipment		\$187.24		
E 101-42200-542	FD Equipment		\$1,177.97		
E 101-42200-212	Motor Fuels		\$4.39		
E 101-43100-210	Operating Supplies		\$106.08		
E 101-43100-221	Repair/Maintenance Equipment		\$621.16		
E 602-49450-211	Personal Protection Equipment		\$170.04		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$481.75		
E 101-49800-330	Transportation Expense		\$25.00		
E 101-43100-406	LICENSES		\$150.00		
E 601-49400-406	LICENSES		\$75.00		
E 602-49450-406	LICENSES		\$50.00		
	Total CARDMEMBER SERVICE		\$3,528.89		
Paid Chk#	030632	6/22/2020	CARQUEST AUTO PARTS		
E 101-43100-210	Operating Supplies		\$28.70		
E 101-45200-221	Repair/Maintenance Equipment		\$4.95		
E 101-49800-221	Repair/Maintenance Equipment		\$190.69		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$16.50		
E 601-49400-221	Repair/Maintenance Equipment		\$62.67		
E 602-49450-221	Repair/Maintenance Equipment		\$62.66		

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			Check Amt	Invoice	Comment	
Total CARQUEST AUTO PARTS			\$366.17			
Paid Chk#	030633	6/22/2020	CARVER COUNTY			
E 101-42100-311	County Police Contract		\$1,150.00	SHERI003427	liquor license background checks	
Total CARVER COUNTY			\$1,150.00			
Paid Chk#	030634	6/22/2020	CARVER COUNTY RECORDER			
E 101-46500-350	Print/Publishing/Postage		\$46.00	Extreme Elec	Miller and Glander-Grant Program	VOID
Total CARVER COUNTY RECORDER			\$46.00			
Paid Chk#	030635	6/22/2020	CARVER COUNTY RECORDER			
E 101-46500-350	Print/Publishing/Postage		\$46.00	CarQuest	Pete & Diane Buckentine-Grant	VOID
Total CARVER COUNTY RECORDER			\$46.00			
Paid Chk#	030636	6/22/2020	CARVER COUNTY RECORDER			
E 101-46500-350	Print/Publishing/Postage		\$46.00	recording fee	Gulden/Windschitl	VOID
Total CARVER COUNTY RECORDER			\$46.00			
Paid Chk#	030637	6/22/2020	CARVERLINK-CARVER CO BROADBAND			
E 601-49400-321	Telephone		\$137.38			
E 602-49450-321	Telephone		\$57.28			
E 101-42200-321	Telephone		\$142.59			
E 101-43100-321	Telephone		\$80.30			
E 101-45200-321	Telephone		\$34.42			
E 101-41940-321	Telephone		\$115.46			
E 101-41300-321	Telephone		\$62.42			
E 101-41320-321	Telephone		\$62.42			
E 101-41400-321	Telephone		\$62.42			
E 101-46500-321	Telephone		\$20.81			
E 101-42100-321	Telephone		\$104.03			
E 101-45500-321	Telephone		\$104.03			
E 101-41940-321	Telephone		\$114.56	2554		
Total CARVERLINK-CARVER CO BROADBAND			\$1,098.12			
Paid Chk#	030638	6/22/2020	CENTER POINT			
E 101-41940-383	Gas Utilities		\$31.15			
E 101-41940-383	Gas Utilities		\$17.06			
E 601-49400-383	Gas Utilities		\$110.81			
E 602-49450-383	Gas Utilities		\$18.32			
E 602-49450-383	Gas Utilities		\$18.92			
E 602-49450-383	Gas Utilities		\$18.32			
E 602-49450-383	Gas Utilities		\$18.17			
E 101-41940-383	Gas Utilities		\$17.06	6/4/20		
Total CENTER POINT			\$249.81			
Paid Chk#	030639	6/22/2020	CITIZEN STATE BANK HSA ACCTS			
G 101-21718	HSA ACCOUNT		\$1,641.32	June 2020		
Total CITIZEN STATE BANK HSA ACCTS			\$1,641.32			

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		Check Amt	Invoice	Comment
Paid Chk#	030640	6/22/2020	CORE AND MAIN	
E	601-49400-229	Water Meters	\$4,995.00	M464624
	Total	CORE AND MAIN	\$4,995.00	
Paid Chk#	030641	6/22/2020	DAVE S SEASON ALL	
E	101-49015-314	Contracts Payments	\$1,000.00	179633 Cemeteries April-May
	Total	DAVE S SEASON ALL	\$1,000.00	
Paid Chk#	030642	6/22/2020	DAVIS EQUIPMENT CORPORATION	
E	101-45200-221	Repair/Maintenance Equipment	\$1,397.11	E111647
	Total	DAVIS EQUIPMENT CORPORATION	\$1,397.11	
Paid Chk#	030643	6/22/2020	DEPARTMENT OF TRANSPORTATION	
E	522-43100-528	Underpass Expenses	\$358,594.86	612361
	Total	DEPARTMENT OF TRANSPORTATION	\$358,594.86	
Paid Chk#	030644	6/22/2020	DIETZEL, PATTI	
E	101-45200-432	Refund	\$275.00	partial rental refund
	Total	DIETZEL, PATTI	\$275.00	
Paid Chk#	030645	6/22/2020	DROEGE, BRAD	
E	101-42200-210	Operating Supplies	\$167.50	gloves and shields
	Total	DROEGE, BRAD	\$167.50	
Paid Chk#	030646	6/22/2020	EMERGENCY RESPONSE SOLUTIONS	
E	101-42200-542	FD Equipment	\$414.46	15144 helmet
E	101-42200-221	Repair/Maintenance Equipment	\$79.00	15402 repair turn out coat
	Total	EMERGENCY RESPONSE SOLUTIONS	\$493.46	
Paid Chk#	030647	6/22/2020	FLOW MEASUREMENT AND CONTROL C	
E	602-49450-223	Repair/Maintenance Bldg/Ground	\$510.00	9918
	Total	FLOW MEASUREMENT AND CONTROL C	\$510.00	
Paid Chk#	030648	6/22/2020	FRITZ BOBCAT& LANDSCAPING LLC	
E	832-45250-470	Donation Expense	\$425.00	legion park
	Total	FRITZ BOBCAT& LANDSCAPING LLC	\$425.00	
Paid Chk#	030649	6/22/2020	HALPAUS, ADAM	
E	101-45200-432	Refund	\$125.00	Clay 6/14 rental refund
	Total	HALPAUS, ADAM	\$125.00	
Paid Chk#	030650	6/22/2020	HEALTH PARTNERS	
G	101-21706	Hospitalization/Medical Ins	\$10,909.95	97780668
	Total	HEALTH PARTNERS	\$10,909.95	
Paid Chk#	030651	6/22/2020	INTERSTATE BATTERY SYS OF MPLS	
E	101-41940-210	Operating Supplies	\$175.52	60075186
	Total	INTERSTATE BATTERY SYS OF MPLS	\$175.52	

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			Check Amt	Invoice	Comment
Paid Chk#	030652	6/22/2020	LANO EQUIPMENT		
E 101-49860-223	Repair/Maintenance Bldg/Ground		\$13.52	49029	pool diving board repair
	Total LANO EQUIPMENT		\$13.52		
Paid Chk#	030653	6/22/2020	LOFFLER BUSINESS SYS LLC		
E 101-41400-437	Maintenance Contract		\$1,366.89	3419055	
E 101-41400-437	Maintenance Contract		\$828.60	3439491	
	Total LOFFLER BUSINESS SYS LLC		\$2,195.49		
Paid Chk#	030654	6/22/2020	LOFFLER COMPANIES, INC.		
E 101-41400-437	Maintenance Contract		\$89.50	27128446	
	Total LOFFLER COMPANIES, INC.		\$89.50		
Paid Chk#	030655	6/22/2020	MELCHERT, HUBERT, SJODIN, PLLP		
E 230-49015-304	Legal Fees		\$11,307.61	151357	Forest Hill Cemetery
	Total MELCHERT, HUBERT, SJODIN, PLLP		\$11,307.61		
Paid Chk#	030656	6/22/2020	MI-BOX MOVING & MOBILE STORAGE		
E 101-41320-310	Other Professional Services		\$179.99	4145	
	Total MI-BOX MOVING & MOBILE STORAGE		\$179.99		
Paid Chk#	030657	6/22/2020	MID-COUNTY CO-OP OIL ASSN		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$436.40	11175	
	Total MID-COUNTY CO-OP OIL ASSN		\$436.40		
Paid Chk#	030658	6/22/2020	MINI BIFF		
E 101-45200-418	Other Rentals (Biffs)		\$122.40	A-114962	
	Total MINI BIFF		\$122.40		
Paid Chk#	030659	6/22/2020	MINNESOTA VALLEY TESTING LAB		
E 602-49450-217	Lab Fees		\$36.20	1035088	
E 602-49450-217	Lab Fees		\$93.00	1035166	
E 602-49450-217	Lab Fees		\$36.20	1036249	
	Total MINNESOTA VALLEY TESTING LAB		\$165.40		
Paid Chk#	030660	6/22/2020	MUNICIPAL EMERGENCY SERVICES		
E 275-42200-541	Public Safety Equip		\$8,947.29	1450958	4 coats/4 pants
	Total MUNICIPAL EMERGENCY SERVICES		\$8,947.29		
Paid Chk#	030661	6/22/2020	NOLL, STEVEN		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$118.65		replace basketball hoop
	Total NOLL, STEVEN		\$118.65		
Paid Chk#	030662	6/22/2020	NORWOOD ELECTRIC INC		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$371.57	16594	
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$16.75	16598	
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$255.00	16602	Pool Park/pool lights
	Total NORWOOD ELECTRIC INC		\$643.32		

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			Check Amt	Invoice	Comment
Paid Chk#	030663	6/22/2020	OLD NATIONAL BANK		
G 101-21718	HSA ACCOUNT		\$166.67	June 2020	
	Total	OLD NATIONAL BANK	\$166.67		
Paid Chk#	030664	6/22/2020	OPTUM BANK		
G 101-21718	HSA ACCOUNT		\$298.67	June 2020	
	Total	OPTUM BANK	\$298.67		
Paid Chk#	030665	6/22/2020	ORANGEBALL CREATIVE		
E 101-46500-310	Other Professional Services		\$650.00	NYA003-6	
	Total	ORANGEBALL CREATIVE	\$650.00		
Paid Chk#	030666	6/22/2020	RUPP, ANDERSON, SQUIRES, PA		
E 101-41320-304	Legal Fees		\$731.00		
E 101-41500-304	Legal Fees		\$3,306.05	11004	
	Total	RUPP, ANDERSON, SQUIRES, PA	\$4,037.05		
Paid Chk#	030667	6/22/2020	SCHULTZ, TODD		
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$37.59	lettering	mailbox replacement
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$64.89	mailbox	mailbox replacement
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$257.38	painting	mailbox replacement
	Total	SCHULTZ, TODD	\$359.86		
Paid Chk#	030668	6/22/2020	SCHWICHTENBERG, JILL		
E 101-45200-432	Refund		\$400.00	Pavilion 7/19	RENTAL REFUND
	Total	SCHWICHTENBERG, JILL	\$400.00		
Paid Chk#	030669	6/22/2020	SECURITY BANK & TRUST		
G 101-21718	HSA ACCOUNT		\$866.66	June 2020	
	Total	SECURITY BANK & TRUST	\$866.66		
Paid Chk#	030670	6/22/2020	STRACK CONSULTING LLC		
E 101-41320-305	Other Professional Fees		\$620.00	1152	
	Total	STRACK CONSULTING LLC	\$620.00		
Paid Chk#	030671	6/22/2020	UNITED FARMERS CO-OP		
E 101-45200-383	Gas Utilities		\$40.06	19178	
	Total	UNITED FARMERS CO-OP	\$40.06		
Paid Chk#	030672	6/22/2020	US POSTAL SERVICE		
E 603-49500-350	Print/Publishing/Postage		\$137.75		July utility bills
E 602-49450-350	Print/Publishing/Postage		\$137.75		
E 601-49400-350	Print/Publishing/Postage		\$137.75		
	Total	US POSTAL SERVICE	\$413.25		
Paid Chk#	030673	6/22/2020	USA BLUE BOOK		
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$77.86	251745	
	Total	USA BLUE BOOK	\$77.86		

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			Check Amt	Invoice	Comment
Paid Chk#	030674	6/22/2020	WILSONS NURSERY INC.		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$1,260.65	16551	2020 Arbor Day Tree planting
	Total WILSONS NURSERY INC.		\$1,260.65		
Paid Chk#	030675	6/22/2020	WM MUELLER & SONS INC		
E 101-43100-224	Street Maint Materials		\$454.40	254710	
E 101-43100-224	Street Maint Materials		\$356.55	255318	
	Total WM MUELLER & SONS INC		\$810.95		
Paid Chk#	030676	6/22/2020	XCEL ENERGY		
E 602-49450-381	Electric Utilities		\$13.27	687148064	
E 101-45200-381	Electric Utilities		\$87.24	687300749	
E 601-49400-381	Electric Utilities		\$2,481.54	687541317	
	Total XCEL ENERGY		\$2,582.05		
Paid Chk#	030677	6/22/2020	CARVER COUNTY RECORDER		
E 101-46500-350	Print/Publishing/Postage		\$46.00		Gulden-Windschitl'
	Total CARVER COUNTY RECORDER		\$46.00		
Paid Chk#	030678	6/22/2020	CARVER COUNTY RECORDER		
E 101-46500-350	Print/Publishing/Postage		\$46.00		Buckentine
	Total CARVER COUNTY RECORDER		\$46.00		
Paid Chk#	030679	6/22/2020	CARVER COUNTY RECORDER		
E 101-46500-350	Print/Publishing/Postage		\$46.00		Miller-Glander
	Total CARVER COUNTY RECORDER		\$46.00		
	10100 CHECKING		\$512,709.89		

Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$41,247.54
230 FOREST HILL CEMETERY	\$11,307.61
275 CAPITAL	\$8,947.29
517 Oak Grove Debt Service	\$19,675.00
518 2010B Gen OBLIGATION REFUNDING	\$475.00
519 2011A GO Debt Service	\$475.00
520 2013 INFRASTRUCTURE	\$11,425.00
521 2016A GO	\$20,412.50
522 Underpass Project	\$358,594.86
601 WATER FUND	\$29,316.65
602 SEWER FUND	\$10,270.69
603 STORM WATER UTILITY	\$137.75
832 DONATIONS - VFW	\$425.00
	\$512,709.89



TO: Mayor Lagergren and Council Members

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: June 22, 2020

RE: Transient Merchant Application – Studio West Designs dba Barnesberry

On June 17, 2020, the City received a Transient Merchant application from Sarah Molnau from NYA, MN. The legal name of her business is Studio West Designs dba Barnesberry.

Barnesberry is a home-based/online business which specializes in custom curated gift bundles from local artists. Molnau will be partnering with Elephant Joe's Coffee, LLC to do pop-up sales on approved private properties within the NYA City limits.

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 Sarah Molanu, doing business as Barnesberry, and not to exceed 120 consecutive days at the business locations of 316 Hwy 212 (Children of Tomorrow), 18 3rd Ave SE (Mill Properties), 309 Faxon Road (CarQuest) and 510 Faxon Road North (Ameriprise Financial) as listed in Chapter 3, Section 310 of the City Code.

Norwood Young America



To: Members of the City Council
From: Karen Hallquist and Carol Lagergren
Re: Lifeguard Hire for Summer 2020
Date: June 22, 2020

This past week, we have interviewed 11 candidates for positions at the pool. The intent is to have two teams of four lifeguards who will remain the same throughout the summer. Guards will not switch between teams to maintain required safety protocols.

Currently, we have seven guards who have lifeguard certification. Cambria Jacobs, our proposed manager, has the licensure to certify new lifeguards and will be holding a class for four interested area youth. Once certified they will allow us to have eight scheduled guard and three on-call guard positions. We have only one WSI certified lifeguard with no classes scheduled in the area --- therefore we will not be offering lessons at this time.

Salary Schedule (2020)

	Year 1	Year 2	Year 3	Year 4	Year 5
Lifeguard	\$11.28	\$11.56	\$11.85	\$12.15	\$12.45
WSI	\$11.85	\$12.14	\$12.44	\$12.76	\$13.07
OC Manager	\$12.44	\$12.75	\$13.07	\$13.39	\$13.73
Manager	\$13.06	\$13.39	\$13.72	\$14.06	\$14.42

Recommendation: Hire the following lifeguards and manager/assistant manager, effective June 22, 2020.

Lauren Smith - Pay Grade 1, Lane 1 (contingent on lifeguard certification)
Noah Strickfaden - Pay Grade 1, Lane 1 (contingent on lifeguard certification)
Mikayla Tellers - Pay Grade 1, Lane 1 (contingent on lifeguard certification)
Addie Willems - Pay Grade 1, Lane 1 (contingent on lifeguard certification)
Allie Fritz - Pay Grade 1, Lane 2
Alexis Hill - Pay Grade 1, Lane 2
Colten Latzke - Pay Grade 1, Lane 2
Grace Strickfaden - Pay Grade 1, Lane 2
Lucy Coffel - Pay Grade 1, Year 3
Kalie Butcher - Pay Grade 3, Lane 2 (Assistant Manager)
Cambria Jacobs - Pay Grade 4, Lane 4 (Manager)

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members
FROM: Tony Voigt, Public Service Director
DATE: June 22, 2020
RE: Public Works Garage Property Clean-up Update

An update will be provided on clean-up efforts to-date behind the Public Works garage building.

Suggested Motion:

No suggested motion. Information item only.

Norwood Young America

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



TO: Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: June 22, 2020
SUBJECT: Monthly Accounting Reconciliation Process

At the June 8th regular City Council meeting, following a report on the 2019 Financial Statement Audit, the Council directed me to prepare a letter on the process for future monthly accounting reconciliations. Enclosed is a letter addressing this topic.

Suggested Motion:

Information only. No suggested motion.

Norwood Young America

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



June 22, 2020

Re: Monthly Accounting Reconciliation Process

Dear City Council:

It is the job duty of the City Clerk/Treasurer to complete the monthly accounting reconciliation to ensure the City's bank statements and fund accounting balance at the end of each month.

The following measures are proposed for monthly revenue/expense reconciliations:

1. City Clerk/Treasurer to complete monthly reconciliation no later than second week of each month.
2. City Administrator to review monthly Check Reconciliation Report and sign/date each report following review.
3. Finance Committee to review monthly Check Reconciliation Report at their regular monthly meeting and record such in their meeting minutes.

Sincerely,


Steven Helget
City Administrator

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 22, 2020

SUBJECT: Resolution 2020-19, Schultz Residential Use of Commercial Structure Variance

Applicant: Kenny & Jeni Schultz

Property Owner: Kenny & Jeni Schultz, dba KJS Ventures 1, LLC.

Subject Property Address: 219 Elm Street W.

Legal Description: Lot 2, Block 3, City Lots of Norwood

Request: Variance: Section 1230.10, Subd. 2 (L) (1) pertaining to residential uses on the first floor of commercial structures provided the residential use does not compose greater than fifty (50) percent of the ground floor area.

Attachments: Planning and Zoning Application
First Floor Building Plan
Ordinance No. 287

BACKGROUND

On April 24, 2017, the City Council adopted Ordinance No. 287 which amended Chapter 12 (Zoning Code), Section 1230.10, Subd. 2, adding language to allow residential uses on the first floor of commercial structures in the C-3, Downtown District.

KJS Ventures 1, LLC., applied for a building permit in April 2018 to conduct alterations to their property located at 219 Elm Street W. for the purposes of accommodating commercial and residential occupations on the first floor of said property. The residential use includes two rental dwelling units which are currently occupied. The City mistakenly approved the building permit application without conducting measurements to ensure the residential use complied with City Code and did not occupy greater than 50% of the ground floor area.

To determine the square footage of dedicated floor space for both commercial and residential uses, a representative of Metro West Inspection Services completed a physical measurement of the first floor of 219 Elm Street W. in March 2020. In addition, Bolton & Menk Engineers completed a measurement of the first floor based on the building plans submitted with the April 2018 building permit application. City staff also completed a measurement of the first floor based on the building plans submitted with the April 2018 building permit application.

Based on these measurements it has been determined that the total ground floor area is 2,133 square feet, the residential use occupies 1,142 square feet, and the occupied residential area exceeds the allowed 50% by 75 square feet.

Variance Request

The Applicants request a variance from the requirement that the residential use not compose greater than fifty (50) percent of the ground floor area of a commercial structure in the C-3, Downtown District. The Applicants request to exceed the maximum 50% by 75 square feet.

Variances from the literal provisions of the Zoning Code may be approved where the strict enforcement of the provisions would cause practical difficulties because of circumstances unique to the property under consideration. Variances should only be considered if the resulting development will be in harmony with the general purpose and intent of the Zoning Code, and consistent with the Comprehensive Plan. *Practical difficulties* as used in connection with the granting of a variance means that:

1. The property owners propose to use the property in a reasonable manner not permitted by the Zoning Code.
2. The plight of the property owners is due to circumstances unique to the property not created by the landowner, and
3. The variance, if granted, will not alter the essential character of the locality.

Upon the granting of a variance, the City may impose such restrictions and conditions upon the property to ensure compliance and protect the public health, safety, and general welfare of adjacent properties. Such restrictions and/or conditions must be directly related to and must bear a rough proportionality to the impact created by the variance.

Proposed Variance: Greater than 50% Residential Usage of Commercial Structure

The Applicants propose to occupy greater than 50% of commercial structure for residential purposes. The Applicants seek to exceed the 50% maximum by 75 square feet.

Potential findings in favor of the request:

1. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
2. The proposed variance is minimal in scope and scale. The additional 75 square feet represents only 3.5% of the total ground floor area.
3. The proposed variance is an after-the-fact variance and will allow for the continued residential occupancy.

Potential findings for denial of the request:

1. Theoretically the property could be brought into compliance.

Staff Recommendations:

1. The City Council reviewed and considered the City Attorney's options for remedying the residential use overage.
2. If the variance is granted, the residential occupancy on the first floor shall not exceed the current residential area of 1,142 square feet.
3. The variance only applies to the property at 219 Elm Street W. and it shall not exceed the 1,142 square feet on the first floor for residential occupancy.

Planning Commission Recommendations

1. The Planning Commission held a public hearing at their June 2, 2020 regular meeting and upon a unanimous vote recommends approval of the variance request from the requirement that the residential use not compose greater than fifty (50) percent of the ground floor area of a commercial structure in the C-3, Downtown District and to allow the residential use to exceed the maximum 50% by 75 square feet.

Recommended Motion:

Motion to approve Resolution 2020-19, a Resolution approving a Variance to the Required Residential Uses on the First Floor of Commercial Structures in the C-3, Downtown District for KJS Ventures 1, LLC.



Planning and Zoning Application

City of Norwood Young America
310 Elm St. W, PO Box 59
Norwood Young America, MN 55368
Phone: (952) 467-1800 Fax: (952) 467-1818

Applicant's Name JKS Ventures 1, LLC		Telephone 952-292-3725						
Address (Street, City, State, ZIP) 1026 Sunny Ridge Drive, Carver, MN 55315								
Property Owner's Name (If different from above) Kenny & Jeni Schultz		Telephone 952-292-3725						
Location of Project 219 Elm Street W., Norwood Young America, MN 55368								
Legal Description Lot 2, Block 3, City Lots of Norwood								
Description of Request (Attach separate sheet, if necessary) Variance to Section 1230.10, Subd. 2L (1) to allow the residential use on the first floor of a commercial structure in the C-3, Downtown District to exceed greater than 50% of the ground floor area by 75 square feet. 75 square feet comprises of 3.5% of the total square footage. The city had approved all permits for the main floor space and did not do their due diligence of measuring the space.								
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Proposed Action(s): Check all that apply</p> <p><input type="checkbox"/> Annexation \$300.00</p> <p><input type="checkbox"/> Application for Appeal \$150.00</p> <p><input type="checkbox"/> City Code Amendment \$250.00</p> <p><input type="checkbox"/> Parking Reduction \$100.00</p> <p><input type="checkbox"/> CUP/IUP \$200.00 (Residential)</p> <p><input type="checkbox"/> CUP/IUP \$300.00 (Non Residential)</p> <p><input type="checkbox"/> Variance \$200.00 (Residential)</p> <p><input checked="" type="checkbox"/> Variance \$300.00 (Non-Residential)</p> <p><input type="checkbox"/> Lot Split \$200.00</p> <p><input type="checkbox"/> Public Hearing Notice \$75.00</p> </div> <div style="width: 35%;"> <p><input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow</p> <p><input type="checkbox"/> Sketch Plat \$200.00 + Escrow</p> <p><input type="checkbox"/> Site Plan \$300.00 + Escrow</p> <p><input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow</p> <p><input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow</p> <p><input type="checkbox"/> PUD Final Plan \$300.00 + Escrow</p> <p><input type="checkbox"/> PUD Gen. Concept Plan \$400.00 + Escrow</p> <p><input type="checkbox"/> Prelim Plat \$350.00 + \$10.00/Lot + Escrow</p> <p><input type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow</p> <p><input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow</p> </div> <div style="width: 30%;"> <p><input type="checkbox"/> Storm Water Plan \$250.00</p> <p><input type="checkbox"/> Rezoning \$350.00</p> <p><input type="checkbox"/> Street/Alley Vacation \$150.00</p> <p><input type="checkbox"/> Zoning Text Amendment \$300.00</p> <p><input checked="" type="checkbox"/> Recording Fee \$46.00</p> <p><input type="checkbox"/> Boundary Line Adjustment \$100.00</p> <p><input type="checkbox"/> Other _____</p> </div> </div>								
<p>**Per the NYA City Council the variance fees are waived**</p> <p>ALL ESCROW MUST BE PAID BY CERTIFIED CHECK</p> <p>Escrow Deposit \$2,000.00</p> <p>Escrow Deposit - Site Plan Review: \$15,000 (Tacoma West Industrial Park), \$5,000.00 (All other site plan reviews)</p> <p>Escrow Deposit - Development Review (paid at Sketch Plan): \$10,000.00</p> <p>ALL PLANNING & ZONING APPLICATION FEES ARE IN ADDITION TO LEGAL, ENGINEERING AND ASSOCIATED COSTS.</p> <p>*APPLICATIONS WILL BE PROCESSED ONLY IF ALL REQUIRED ITEMS ARE SUBMITTED*</p>								
The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of Chapter 11 and Chapter 12 of the City Code and other applicable ordinances.								
Applicant's Signature: 		Date 5/22/20						
Fee Owner's Signature:		Date						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left; padding: 5px;">Accepted By:</th> <th style="text-align: left; padding: 5px;">For Office Use Only</th> </tr> <tr> <td style="width: 40%; padding: 5px;"></td> <td style="width: 20%; padding: 5px;">Amount</td> <td style="width: 40%; padding: 5px;">Date</td> </tr> </table>			Accepted By:		For Office Use Only		Amount	Date
Accepted By:		For Office Use Only						
	Amount	Date						

**CITY OF NORWOOD YOUNG AMERICA
ORDINANCE NO. 287**

AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE BY AMENDING SECTION 1230.10, SUBD. 2 BY ADDING SUBP. (L) TO PROVIDE FOR LIMITED RESIDENTIAL USES ON THE FIRST FLOOR OF COMMERCIAL STRUCTURES IN THE C-3, DOWNTOWN DISTRICT.

- I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, CARVER COUNTY, MINNESOTA TO PROMOTE THE PUBLIC SAFETY, HEALTH, AND WELFARE, HEREBY ORDAINS:**
- II. SECTION 1230.10, SUBD. 2 RELATING TO PERMITTED USES IN THE C-3, DOWNTOWN DISTRICT SHALL BE AMENDED AS FOLLOWS:**

Subd. 2 Permitted Uses. The following uses are permitted in the Downtown District:

- A. General commercial office space;
- B. Professional Services, such as medical/dental clinics, law offices, and accounting offices;
- C. Finance, Insurance and Real Estate;
- D. Personal or Business Services, such as laundry, barber, shoe repair, beauty salons, photography studios and physical fitness centers less than 5,000 square feet;
- E. Public facilities serving all or portions of the city, such as municipal offices, library, post office;
- F. Retail Trade, such as grocery, hardware, drug, clothing, appliance and furniture stores;
- G. Dwelling units, if located above the street level in nonresidential structures.
- H. Specialty Shops, such as book and stationary stores, candy stores, ice cream parlors, tobacco, coffee, gift and florist shops;
- I. Standard restaurants;
- J. On and off-sale liquor establishments;
- K. Public Parks;
- L. Residential uses on the first floor of commercial structures provided:**
 - 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.**

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

Adopted by the City of Norwood Young America on the 24th day of April, 2017.

Carol Lagergren
Carol Lagergren, Mayor

Attest:

Kelly Hayes
Kelly Hayes, City Clerk-Treasurer

(SEAL)

RESOLUTION 2020-19

A RESOLUTION APPROVING A VARIANCE TO THE REQUIRED RESIDENTIAL USES ON THE FIRST FLOOR OF COMMERCIAL STRUCTURES IN THE C-3, DOWNTOWN DISTRICT FOR KJS VENTURES 1, LLC.

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

WHEREAS, KJS Ventures 1, LLC. (Kenny and Jeni Schultz) are the owners of the property located at 219 Elm Street W., Norwood Young America, Minnesota and legally described as Lot 2, Block 3, City Lots of Norwood; and

WHEREAS, the Property is zoned C-3, Downtown Districts; and

WHEREAS, the Applicants have applied for a variance from the requirement that the residential use not compose greater than fifty (50) percent of the ground floor area of a commercial structure in the C-3, Downtown Districts; and

WHEREAS, if approved the variance would allow the residential use to occupy greater than 50% of the commercial structure by an additional 75 square feet; and

WHEREAS, the requested variance is applicable to approximately 32 feet of the interior side property line; and

WHEREAS, the City of Norwood Young America Planning Commission on June 2, 2020 held a public hearing regarding the variance request after the hearing notice was posted, published, and distributed as required under law; and

WHEREAS, the Planning Commission, after review and discussion, recommended the City Council conditionally approve the variance based on the following facts:

1. The proposed use is consistent with the planned land use contained in the Comprehensive Plan and development in the adjacent locale as allowed under C-3 Downtown Districts standards.
2. The proposed variance is not for the use of property.
3. The proposed variance is minimal in scope and scale. The additional 75 square feet represents only 3.5% of the total ground floor area.
4. The proposed variance is an after-the-fact variance and will allow for the continued residential occupancy.

WHEREAS, at a regular meeting held on June 22, 2020, the City Council considered the application materials on file with the City, the Planning Commission's findings, and Planning Commission's recommendation.

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

1. The proposed use is consistent with the planned land use contained in the Comprehensive Plan and development in the adjacent locale as allowed under C-3 Downtown Districts standards.
2. The proposed variance is not for the use of property.
3. The proposed variance is minimal in scope and scale. The additional 75 square feet represents only 3.5% of the total ground floor area.
4. The proposed variance is an after-the-fact variance and will allow for the continued residential occupancy.

BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a variance authorizing the residential use to occupy greater than 50% of the commercial structure by an additional 75 square feet, subject to the following conditions:

1. The City Council reviewed and considered the City Attorney's options for remedying the residential use overage.
2. The residential occupancy on the first floor shall not exceed the current residential area of 1,142 square feet.
3. The variance only applies to the property at 219 Elm Street W. and it shall not exceed the 1,142 square feet on the first floor for residential occupancy.

Adopted by the City Council this 22nd day of June 2020.

Carol Lagergren, Mayor

Attest:

Steven Helget, City Administrator



TO: Honorable Mayor Lagergren and City Council Members
FROM: Tony Voigt, Public Service Director
DATE: June 22, 2020
RE: Electronic timer locks at Friendship Park restroom/concession building

We are continuing to work on the Friendship Park restroom/concession building. The Parks & Recreation Commission made a recommendation at its June 16th meeting to move forward with adding electronic door locks on the bathroom doors for this building. Proposed is to install timer locks to prevent unwanted use of the bathrooms during the overnight hours when the parks are not open. Currently staff opens the bathrooms in the morning and a Central Community Education employee closes them at night as a temporary solution. We currently have electronic timer locks at the restrooms in Willkommen Memorial Park which has worked well. We have experienced almost no issues with unwanted use of the restrooms with this system in place. I solicited quotes from three vendors, and they are as follows:

- | | |
|-------------------------------|------------|
| 1. Bradley Security | \$2,978.00 |
| 2. Rice Companies | \$3,750.00 |
| 3. Assured Security Solutions | \$4,397.18 |

Suggested Motion:

Motion to hire Bradley Security to install electronic timer locks at Friendship Park Restrooms/Concession building for the amount of \$2,978.

Norwood Young America

Bradley Security
8637 IDEAL AVE
GLENCOE, MN 55336
866-927-2353
ap@bradley-security.com
www.bradley-security.com



ESTIMATE # 1697
DATE 05/08/2020

ESTIMATE

ADDRESS
City of Norwood Young America
P.O. Box 59
NYA, MN 55368

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

PROJECT NAME
Friendship - Electronic access

ITEMS/SERVICES	QTY	RATE	AMOUNT
HES Electric Strike	2	270.00	540.00T
HES FACE PLATE KIT	2	37.00	74.00T
Schlage Storeroom Function Lever	2	209.00	418.00T
Securitron Power Supply	1	395.00	395.00T
24 HOUR DIGITAL TIMER	1	201.00	201.00T
Misc. Materials	1	50.00	50.00T
Labor to install digital timer and electronic locking hardware	1	1,300.00	1,300.00

THANK YOU FOR CHOOSING BRADLEY SECURITY. WE LOOK FORWARD TO WORKING WITH YOU!

-PROTECTING THE THINGS THAT MEAN MOST

SUBTOTAL 2,978.00
TAX 123.75
TOTAL **\$3,101.75**

Accepted By

Accepted Date

Steve Helget

From: Adam Kube <Adam.Kube@ricecompanies.com>
Sent: Tuesday, June 16, 2020 11:45 AM
To: Tony Voigt
Subject: Electric strikes

Hey Tony,

I finally got the bid back for the electric strikes at Friendship. This would be a turn key complete job, that includes installation, programming and training.

**PROVIDE 120 VOLT ELECTRICAL POWER OUTLET FOR SYSTEM POWER SUPPLY.
SUPPLY AND INSTALL SURFACE CONDUIT TO PROTECT LOW VOLTAGE WIRING TO DOORS STRIKES.
SUPPLY AND INSTALL (1) SYSTEM POWER SUPPLY WITH BATTER BACK-UP
SUPPLY AND INSTALL (1) ALTRONIC TIMER WITH BATTERY BACK-UP
SUPPLY AND INSTALL (2) ELECTRONIC DOOR LOCKS (INCLUDES ALL MOUNTING HARDWARE)
INCLUDES WIRE SYSTEM FOR COMPLETE ACCESSSS SYSTEM ALONG WITH EQUIPMENT FOR AUTO
LOCK/UNLOCK
INCLUDES PROGRAMMING AND TRAINING.
NOTES
EXISTING DOOR FRAMES ARE FIGURED TO REMAIN THE SAME. ONLY NEW DOORS THEMSELVES WILL BE
NEW.
ALL WORK TO BE DONE DURING REGULAR BUSINESS HOURS.**

The cost would be \$3750.00

Please let me know if you have any questions

Thanks!

Adam Kube
Facility Maintenance Sales-Glencoe
adam.kube@ricecompanies.com
p: 320.252.0404
c: 952-393-7064

www.ricecompanies.com



SAUK RAPIDS, MN | GLENCOE, MN | MANKATO, MN | FARGO, ND
www.ricecompanies.com

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Your Security Is Our Business

9905 Lyndale Ave So. Bloomington MN, 55420

www.blmss.com

Customer Billing Information

City of Norwood Young America

310 Elm St West

Norwood Young America 55368

Tony Voigt

952-467-1830

Scope of Work

Bloomington Security Solutions is to provide and install the equipment listed below.

Quote

Job #: 20050222

Date: 6/18/2020

Terms: 50% Deposit

Sales Contact: Larry Friedrichs

Contact Phone: (952) 400-2982

Contact Email: LFriedrichs@blmss.com

Qty Description of Materials and Services Provided

Restrooms

Labor includes installing the following locking hardware. Includes routing wire through conduit.

- 2 HES Electric Strike
- 2 Ilco Double Sided Deadbolt
- 4 Medeco Cylinder Keyed to System
- 2 Lock Mounting Bracket
- 1 7 Day Timer
- 1 Power Supply
- 1 Conduit and miscellaneous connectors and wire.

Public Works Building

Labor includes replacing lever using current Medeco cylinder

- 1 Arrow Lever Lock

Materials: \$2,542.18

Labor: \$1,855.00

Subtotal: \$4,397.18

Sales Tax Estimate: \$0.00

Total: \$4,397.18

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. Client authorizes Bloomington Security Solutions to do the work as prepared above. Client has read and understands the terms and conditions attached to this contract. The client acknowledges that he/she has had the opportunity to review and understand those terms

Signature: _____

Date: _____



TO: Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 22, 2020

SUBJECT: Amended and Restated Reimbursement Agreement

Nick Anhut, Ehlers, will review the enclosed Amended and Restated Reimbursement Agreement. The agreement provides that the City will pledge property tax levy, if needed, to pay the debt obligations associated with the Housing Bonds for The Harbor at Peace Village Project. In such an event, the NYA Economic Development Authority would be required to reimburse the City. To date, the annual debt obligations associated with The Harbor at Peace Village Project have been paid from operational revenues of The Harbor.

Suggested Motion:

Motion to approve the Amended and Restated Reimbursement Agreement.



TO: Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 22, 2020

SUBJECT: Resolution No. 2020-20, Pledge of General Obligation Bonds Issued by the Economic Development Authority

Nick Anhut, Ehlers, will review the enclosed Resolution No. 2020-20, approving the pledge of the General Obligation of the City to the payment of Bonds to be issued by the EDA. Bids were received for the sale of bonds to refund the existing bonds associated with The Harbor at Peace Village Project.

Suggested Motion:

Motion to approve Resolution No. 2020-20, Approving the Pledge of the General Obligation of the City of Norwood Young America, Minnesota to the Payment of Bonds to be issued by the Norwood Young America Economic Development Authority and authorizing the Execution and Delivery of Documents in Connection Therewith.

Norwood Young America

CITY OF NORWOOD YOUNG AMERICA, MINNESOTA

RESOLUTION NO. 2020-20

**APPROVING THE PLEDGE OF THE GENERAL OBLIGATION
OF THE CITY OF NORWOOD YOUNG AMERICA,
MINNESOTA TO THE PAYMENT OF BONDS TO BE ISSUED
BY THE NORWOOD YOUNG AMERICA ECONOMIC
DEVELOPMENT AUTHORITY AND AUTHORIZING THE
EXECUTION AND DELIVERY OF DOCUMENTS IN
CONNECTION THEREWITH**

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. Pursuant to Minnesota Statutes, Chapter 475 and Sections 469.001 through 469.047, as amended (the "Act"), and, in particular, Sections 469.017 through 469.0171 and Sections 469.034 through 469.035, the Norwood Young America Economic Development Authority (the "Authority") is authorized to undertake housing development projects and to issue its bonds to finance such projects.

1.02. Pursuant to the provisions of Section 469.034, subdivision 2(f) of the Act, the Authority is authorized to issue bonds to refund bonds issued pursuant to the Act.

1.03. On December 4, 2012, the Authority issued its (i) Governmental Housing Gross Revenue Refunding Bonds (The Harbor at Peace Village Project), Series 2012A (the "Series 2012A Bonds"), in the original aggregate principal amount of \$3,090,000, currently outstanding in the principal amount of \$2,095,000, of which \$1,930,000 in principal amount is callable on or after August 1, 2020, the proceeds of which refunded the Authority's Governmental Housing Gross Revenue Bonds (The Harbor at Peace Village Project), Series 2005A (the "Series 2005A Bonds"); and (ii) General Obligation Housing Revenue Refunding Bonds (The Harbor at Peace Village Project), Series 2012B (the "Series 2012B Bonds"), in the original aggregate principal amount of \$3,000,000, currently outstanding in the full principal amount and callable on or after August 1, 2020, the proceeds of which refunded the Authority's General Obligation Housing Revenue Bonds (The Harbor at Peace Village Project), Series 2005B Bonds (the "Series 2005B Bonds").

1.04. Proceeds of the Series 2005A Bonds and the Series 2005B Bonds were used to finance the Authority's acquisition, construction, and equipping of a 36-unit senior housing with services facility (the "Project") located in the City. The Project is leased by Peace Villa, Inc., a Minnesota nonprofit corporation, and the Project is managed by Ecumen Services, Inc., a Minnesota corporation.

1.05. Pursuant to Section 469.034 of the Act, the Authority is authorized to issue general obligation bonds to finance or refinance a qualified housing development project upon (a) a determination by the Authority that pledged revenues will equal or exceed one hundred ten percent (110%) of the principal and interest due on such bonds for each year; (b) approval of the principal amount of the bonds by the Board of Commissioners of the Authority (the "Board of Commissioners") following a public

hearing; and (c) approval of the principal amount of the bonds by City Council and the use of the City's general obligation pledge following a public hearing.

1.06. In connection with the issuance of the Series 2005B Bonds, the City Council and the Board of Commissioners conducted public hearings on the issuance of the Series 2005B Bonds and approved the City's general obligation pledge to the payment of debt service on the Series 2005B Bonds, and the Board of Commissioners determined that pledged revenues of the Project would equal or exceed one hundred ten percent (110%) of the principal and interest due on the Series 2005B Bonds for each year.

1.07. The Series 2012A Bonds are payable from gross revenues of the Project and are secured by a Combination Mortgage, Security Agreement and Fixture Financing Statement, dated as of December 1, 2005, between the Authority and U.S. Bank National Association, a national banking association (the "Trustee"), as amended by the First Amendment to Combination Mortgage, Security Agreement and Fixture Financing Statement, dated as of December 1, 2012 (as amended, the "2012 Mortgage"), between the Authority and the Trustee. The Series 2012B Bonds are payable from gross revenues of the Project and are secured by a general obligation pledge of the City. The City and the Authority entered into a Reimbursement Agreement, dated as of December 1, 2012 (the "Original Reimbursement Agreement"), setting forth the terms of the City's general obligation pledge with respect to the Series 2012B Bonds.

1.08. The Authority has determined to refund the Series 2012A Bonds and the Series 2012B Bonds (together, the "Refunded Bonds") and to issue refunding bonds secured by the general obligation pledge of the City. As part of the refinancing, the 2012 Mortgage will be satisfied.

1.09. Because the Series 2005A Bonds and Series 2012A Bonds were not originally secured by the general obligation pledge of the City, in order for any general obligation refunding bonds to be issued to refund the Series 2012A Bonds (the "Series 2012A Refunding Bonds"), the Authority and the City must satisfy the requirements of Section 469.034 of the Act, including but not limited to conducting a public hearing after publication of notice in a newspaper generally circulating in the City at least 10 days before the hearing.

1.10. On February 24, 2020, in accordance with Section 469.034, subdivision 2 of the Act, the City Council conducted a duly noticed public hearing on the issuance of the Series 2012A Refunding Bonds in the approximate principal amount of \$2,000,000 and the pledge of the City's general obligation to the payment of debt service on the Series 2012A Refunding Bonds. In accordance with Section 469.034, subdivision 2(f) of the Act, the City is authorized to pledge its general obligation to the payment of general obligation refunding bonds to be issued to refund the Series 2012B Bonds (the "Series 2012B Refunding Bonds") without conducting a public hearing with respect to the issuance of the Series 2012B Refunding Bonds.

1.11. On February 24, 2020, in accordance with Section 469.034, subdivision 2 of the Act, the Board of Commissioners conducted a duly noticed public hearing on the issuance of the Series 2012A Refunding Bonds and the pledge of the City's general obligation to the payment of debt service on the Series 2012A Refunding Bonds. In accordance with Section 469.034, subdivision 2(f) of the Act, the Authority is authorized to approve the Series 2012B Refunding Bonds without conducting a public hearing with respect to the issuance of the Series 2012B Refunding Bonds.

1.12. On February 24, 2020, the Board of Commissioners established a pricing committee (the "Authority Pricing Committee") to approve the sale of its Housing Revenue Refunding Bonds, Series 2020 (City of Norwood Young America, Minnesota General Obligation – Harbor at Peace Village Project) (the "Refunding Bonds"), a portion of which is designated as the Series 2012A Refunding Bonds and a portion of which is designated as the Series 2012B Refunding Bonds.

1.13. On the date hereof, the Board of Commissioners ratified or will ratify the sale of the Refunding Bonds in the original aggregate principal amount of \$4,580,000. A portion of the Bonds in the principal amount of \$1,670,000 constitutes the Series 2012A Refunding Bonds, and the remainder of the Bonds in the principal amount of \$2,910,000 constitutes the Series 2012B Refunding Bonds.

1.14. There has been presented before the City Council forms of (i) an Amended and Restated Reimbursement Agreement (the "Amended Reimbursement Agreement") between the City and the Authority, which amends and restates the Original Reimbursement Agreement and sets forth the terms of the City's general obligation pledge with respect to the Refunding Bonds; and (ii) a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") providing for continuing disclosures in accordance with SEC Rule 15c2-12.

Section 2. Approvals.

2.01. The issuance of the Refunding Bonds by the Authority, comprised of the Series 2012A Refunding Bonds in the principal amount of \$1,670,000 and the Series 2012B Refunding Bonds in the principal amount of \$2,910,000, are hereby approved.

2.02. The pledge of the City's full faith and credit to the payment of the Refunding Bonds is hereby approved.

2.03. Including the Refunding Bonds, the amount of general obligation bonds issued by the City and outstanding under Section 469.034 of the Act shall not exceed the greater of (i) one-half of one percent (0.5%) of the estimated market value of the City; or (ii) \$5,000,000.

2.04. The Mayor and the City Administrator, or their designees, are hereby authorized and directed to execute and deliver the Amended Reimbursement Agreement and the Continuing Disclosure Certificate in the name and on behalf of the City. The Amended Reimbursement Agreement and the Continuing Disclosure Certificate shall be substantially in the forms on file with the City which are hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Administrator, in their discretion, shall determine, and the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such determination.

2.05. The City Council hereby ratifies the preparation and distribution of the Preliminary Official Statement and a Final Official Statement (together, the "Official Statement") in connection with the sale of the Refunding Bonds. The Mayor and the City Administrator are authorized and directed to furnish the purchaser of the Bonds at the closing a certificate stating that, to the best knowledge of such officers, the Official Statement did not, at the time of sale of the Refunding Bonds, contain any untrue statement of a material fact or omit to state any material circumstances under which they were made, not misleading.

2.06. The Mayor and the City Administrator are authorized to take any other action and execute any documents deemed necessary to carry out the intentions of the resolution, including but not limited to a general certificate of the City.

2.07. This resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Norwood Young America, Minnesota this 22nd day of June 2020.

Carol Lagergren, Mayor

ATTEST:

Steven Helget, City Administrator



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: June 22, 2020

SUBJECT: Joint Powers Agreement for TH 212 Resurfacing and Pedestrian Crossing Project

The City's Safe Routes to School grant application for the Highway 212 Underpass Project was sponsored by Carver County. With the award of the grant, the County has been designated to be the agent to administer the federal funding for the City's incurred costs associated with the construction of the Underpass. The enclosed Joint Powers Agreement for TH 212 Resurfacing and Pedestrian Crossing Project, establishes an agreement between the City and County for this purpose.

Recommended Motion:

Motion to approve the Joint Powers Agreement for TH 212 Resurfacing and Pedestrian Crossing Project between the City of Norwood Young America and Carver County.

**JOINT POWERS AGREEMENT FOR
TH 212 RESURFACING AND PEDESTRIAN CROSSING PROJECT IN THE
CITY OF NORWOOD YOUNG AMERICA**

THIS AGREEMENT FOR BITUMINOUS RESURFACING AND PEDESTRIAN CROSSING IMPROVEMENTS OF TRUNK HIGHWAY 212, ("Agreement") is made and entered into as of the _____ day of _____, 2020, by and between the City of Norwood Young America ("City"), and the County of Carver ("County") (each sometimes hereinafter called "Party" and both sometimes collectively "Parties") the Parties being governmental and political subdivisions of the State of Minnesota.

WITNESSETH:

WHEREAS, each of the Parties has the authority to construct, maintain, repair, and improve public streets within their respective jurisdictions; and

WHEREAS, the City desires to construct a new pedestrian crossing, trails and city utilities along and under Trunk Highway 212, which will be referred to in this Agreement as the "Project"; and

WHEREAS, the City desires to secure available State and Federal Funding to cover Project costs; and

WHEREAS, the County is designated by the State to be the Agent of the State for the purpose of conveying State or Federal funding to the City; and

WHEREAS, the County, as an Agent, is responsible for administrating the project funding; and

WHEREAS, the Carver County Engineer is the designated County Representative for the County on behalf of the City; and

WHEREAS, the authority of the Parties to enter into this Agreement is provided by Minnesota Statutes, Section 471.59.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do covenant and agree as follows:

**ARTICLE I
THE AGREEMENT**

Section 1.01. Purposes. The purpose of this Agreement is to define the rights and obligations of the City and the County with respect to the Project and the responsibility for the costs of the Project.

Section 1.02. Cooperation. The City and the County shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner. The Project will be open to inspection of duly authorized representatives of the Parties at any time during normal business hours and as often as reasonably deemed necessary.

Section 1.03. Relationship To Other Contracts. The City and the County acknowledge that Contract Documents will be entered into by the County through the Minnesota Department of Transportation on behalf of the Parties with respect to the Project, and that Change Orders or other documents may be entered into by the County on behalf of the Parties, with respect to the Project. This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

Section 1.04. Term. The term of this Agreement shall be for a period commencing on the date hereof and terminating on the date the Project is completed, accepted by the Parties and all amounts owed by one Party to the other have been paid in full.

Section 1.05. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

Section 1.06 Enabling Authority. Minnesota Statutes, Section 471.59, authorizes two or more governmental units to jointly exercise any power common to the contracting Parties.

ARTICLE II **DEFINITIONS**

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.
- (b) **Change Order:** a written order, change order or supplemental agreement to the Contractor approved in writing, which may be electronic, by both Parties hereto and signed by the County Representative through the Minnesota Department of Transportation on behalf of the Parties authorizing a change in the work included within the Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Project.
- (c) **City:** the City of Norwood Young America.
- (d) **City Costs:** the direct and indirect costs of City employees and consultants performing services on behalf of the Project, and other incidentals.

- (e) **City Representative:** Steve Helget, City Administrator.
- (f) **Concept and Design Phase Professional Services Costs:** the fees and costs for all professional services performed in Concept and Design Phase Activities for the Project.
- (g) **Construction Phase Professional Services Costs:** the fees and costs for all professional services performed in Construction Phase Activities for the Project.
- (h) **Contract Documents:** drawings; Engineers Estimate; specifications; general and special conditions; addenda, if any; Change Orders; and the construction contract for the Project; approved by the Parties, or their respective representatives.
- (i) **Contractor:** the person or entity that is awarded the contract for the construction of the Project.
- (j) **County:** Carver County.
- (k) **County Costs:** the direct and indirect costs of County employees performing services on behalf of the Project, and other incidentals.
- (l) **County Representative:** Lyndon Robjent, P.E., Carver County Engineer.
- (m) **Engineers Estimate:** the engineers opinion of probable cost prior to the bidding of the Project, which encompasses all projected costs tabulated for each Party.
- (n) **Project:** grading, aggregate base, bituminous surfacing, curb & gutter, sidewalk, trail, storm sewer, water main, pedestrian underpass, traffic signals and other incidentals.
- (o) **Project Costs:** all costs for and associated with the construction of the Project, excluding Concept and Design Phase Professional Services Costs, Construction Phase Professional Services Costs, City Costs and County Costs.
- (p) **Project Location:** Trunk Highway 212 in the City of Norwood Young America, as generally depicted in **Exhibit A**.
- (q) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the Party relying thereon, and not the result of willful or negligent action or inaction of the Party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the Party claiming the event as an Uncontrollable Circumstance including but not limited to the following:

- (1) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions.
- (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.
- (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.
- (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such Party.
- (5) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the Parties have no employment relationship and the Parties, or either of them, cannot, using best efforts, obtain substitute performance.

ARTICLE III **ALLOCATION OF DUTIES**

Section 3.01. Concept and Design Phase Activities. Concept and design phase activities, including, but not limited to, field surveys, right of way plats, design, engineering, right of way acquisition, and other matters, shall be completed by the Parties as follows:

1. The County shall secure State Aid federal project designation, from the State of Minnesota, for the project. The County shall submit the construction plans to the State of Minnesota for application to secure State and Federal funds.
2. The County shall perform or arrange for concept and design phase activities, excepting easement acquisition, and other incidentals necessary to complete Contract Documents for the Project.
3. The City shall secure needed permanent and temporary easements for the Project. The County may assist City in the creation of right of way plats, easement descriptions and documents.

4. The City shall secure needed permits for the Project. The County may assist the City in obtaining any required permits for the Project.

Section 3.02. Construction Phase Activities. Construction phase activities, including, but not limited to, the bid process, preparation of contract documents, awarding of contract, construction inspection and surveying and other matters, shall be completed by the Parties as follows:

1. The County agrees to act as the City's agent in receiving and disbursing State and Federal Funds and administering the construction contract through the Minnesota Department of Transportation of the Project.
2. The County through the Minnesota Department of Transportation will be responsible for obtaining bids, awarding the contract and making payments to the contractor.
3. The County through the Minnesota Department of Transportation shall perform or arrange for construction management, surveying, staking, inspection and other incidentals necessary to complete the Project according to the Contract Documents.

Section 3.03. Contract Award. The Contract Documents shall be approved in writing, which may be electronic, by the Parties prior to the solicitation of bids. In accordance with the applicable provisions of Minnesota Statutes, County through the Minnesota Department of Transportation will cause bids to be received by it for the construction of the Project, and shall award the contract for the construction of the Project to the lowest responsible bidder.

Section 3.04. Project Construction. Subject to Uncontrollable Circumstances, the Parties shall cause the Project to be constructed in accordance with the Contract Documents. The City shall have the right to review and approve of any proposed changes to the Contract Documents as they relate to City's cost participation prior to the work being performed.

Section 3.05. Maintenance Upon Project Completion and Final Acceptance. Highway maintenance shall be completed by the Parties, upon project completion and final acceptance of the Project, as follows:

The City will perform all maintenance responsibilities on all streets and utilities under the City jurisdiction. The City will perform all maintenance responsibilities of pedestrian crossings and associated trails and sidewalks along Trunk Highway 212 and will complete a limited use permit with the State of Minnesota.

The Parties agree to perform highway maintenance responsibilities at the intersection of Trunk Highway 212 and CSAH 33 that are consistent with the Carver County Cost Participation Policy, Maintenance Section, as shown in **Exhibit B**, unless superseded by a separate highway maintenance agreement between the Parties.

ARTICLE IV

PROJECT COST SHARING

Section 4.01. Allocation.

- (a) The Project Costs that are not covered by State or Federal funds shall be paid for by the City.
- (b) The Concept and Design Phase Professional Services Costs that are not covered by State or Federal funds shall be paid for by the City.
- (c) The Construction Phase Professional Services Costs that are not covered by State or Federal funds shall be paid for by the City.
- (d) All other costs including, but not limited to County Costs, that are not covered by State or Federal funds shall be paid for by the City.

Section 4.02. Payments to Contractor. The County through the Minnesota Department of Transportation shall make progress payments to the Contractor and, upon approval of both Parties hereto, the final payment to the Contractor in accordance with the Contract Documents.

Section 4.03. Adjustments and Reconciliation. To the extent that the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount.

Prior to final acceptance of the Project, the designated County and City representative shall provide City with a reconciliation of all costs for the Project and the respective contributions of the City for the review and approval of the Parties.

Section 4.04. Exclusive Responsibility. All aspects of application for State of Minnesota for State and Federal Funds and the grant thereof by the State, are the exclusive responsibility of the County, including but not limited to the investment, expenditure, and allocation of such funds. It is specifically agreed that any interest on the investment of any such funds is the sole property of the County, to use as the County shall see fit.

Section 4.05. Payments to City. The County agrees to provide copies of the contractual documents to the City, along with the appropriate state aid forms notifying the City that a contract has been established and to notify the State that funds be encumbered to the Project for costs incurred by the City that are eligible for reimbursement and covered by State or Federal Funds. The County through the Minnesota Department of Transportation is responsible to make payments to the Contractor for all costs incurred and then invoice the City to reimburse the non-eligible costs per the agreement. Costs will be invoiced at the completion of each project phase and upon final acceptance of the project, unless an alternate schedule is mutually agreed upon in writing by the

authorized representatives of the Parties.

ARTICLE V **GENERAL PROVISIONS**

Section 5.01. Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to City and County, certified mail, return-receipt requested, at the following address:

City: Steve Helget
City Administrator
City of Norwood Young America
310 Elm Street West
Norwood Young America, MN 55368

County: Lyndon Robjent, PE
County Engineer
Carver County Public Works
11360 Hwy 212 West, Suite 1
Cologne, MN 55322

Either Party may change its address or authorized representative by written notice delivered to the other Party pursuant to this Section 5.01.

Section 5.02. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 5.03. Survival of Terms, Representations and Warranties. The representations, warranties, covenants, and agreements of the Parties under this Agreement, and the remedies of either Party for the breach of such representations, warranties, covenants, and agreements by the other Party shall survive the execution and termination of this Agreement. The terms of Sections 5.13, 5.14, 5.15 and 5.16 shall survive the expiration, termination or withdrawal from this Agreement.

Section 5.04. Non-Assignability. Neither the City nor the County shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

Section 5.05. Alteration. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only

after it has been reduced to writing and duly signed by all Parties.

Section 5.06. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any Party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 5.07. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5.08. Interpretation According to Minnesota Law. The Laws of the State of Minnesota shall apply to this Agreement.

Section 5.09. Final Payment. Before final payment is made to the Contractor, the Contractor shall provide a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

Section 5.10. Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the Parties as expressed in this Agreement.

Section 5.11. Further Actions. The Parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 5.12. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

Section 5.13. Employees. It is further agreed that any and all full-time employees of County and all other employees of said County engaged in the performance of any work or services required or provided for herein to be performed by the County shall be considered employees of County only and not of City and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of County employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of County.

It is further agreed that any and all full-time employees of City and all other employees of said City engaged in the performance of any work or services required or provided for herein to be performed by City shall be considered employees of City only and not of County and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of said City employees which so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of City.

Section 5.14. Indemnification. The Parties' total liability under this Agreement shall be governed by Minn. Statutes, Section 471.59, Subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

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

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Section 5.15. Records – Availability and Access

- A. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and involve transactions relating to this Agreement.

City agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- B. Pursuant to Minnesota Statute, Section 16C.05, Subd. 5, the County agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

County agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.16. Data Practices. Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

Section 5.17. Nondiscrimination. During the performance of this Agreement, the City and the County agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Section 5.18. Default and Withdrawal. Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting Party may, upon written notice to the defaulting Party representative listed herein, cancel this Agreement in its entirety as indicated below.

Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein. Only the governing bodies of the Participating Parties have authority to act pursuant to this provision of the Agreement.

Each Party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both Parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both Parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both Parties in writing.

Section 5.19. Third Party. This Agreement does not create any rights, claims or benefits inuring to any person that is not a Party hereto nor create or establish any third Party beneficiary.

IN TESTIMONY WHEREOF, The Parties hereto have caused these presents to be executed.

*City of Norwood Young America,
Minnesota*

Chairman

Date: _____

Attest:

Administrator

Date: _____

Approved As To Form:

City Attorney

Date: _____

County of Carver, Minnesota

County Board Chair

Date: _____

Attest:

County Administrator

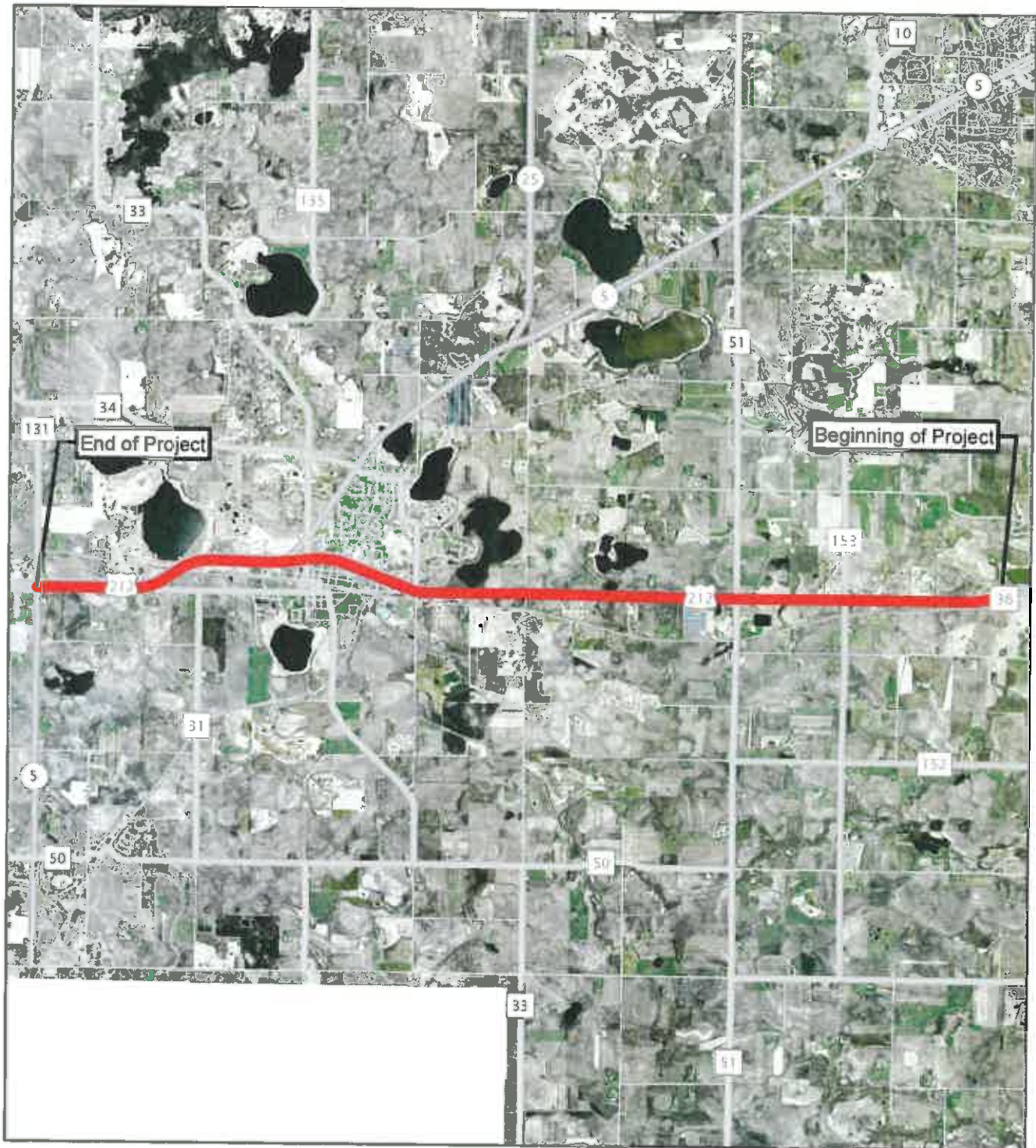
Date: _____

Approved As To Form:

County Attorney

Date: _____

Highway 212 Resurfacing



This map was created using a compilation of information and data from various City, County, State, and Federal offices. It is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

 Project Location

1 inch = 7,000 feet



Public Works Division
11360 Hwy 212, Suite 1
Cologne, MN 55322
(952) 466-5200
Created: 6/4/2020



Carver County

Division of Public Works

COST PARTICIPATION POLICY

Applicable to Cooperative Highway Projects between Carver County and Municipalities.

Adopted by the Carver County Board of Commissioners on February 17, 1998.

Amended by the Carver County Board of Commissioners on February 13, 2007, and March 19, 2013.

A. Construction Cost Share – Conventional Project (Projects programmed in the County 5-year CIP.)

Project Items	County Share	Municipality Share	Note
Right of Way	By Negotiation	By Negotiation	1
Retaining Wall in lieu of right of way	Same %age as R/W	Same %age as R/W	
Clearing and Grubbing	100%	0%	
Grading	100%	0%	2
Aggregate Base and Surfacing	100%	0%	3
Parking Lanes on 4-lane or 6-lane road	0%	100%	4
Storm Sewer and Ponds/Treatment Basins	%age of Contributing Flow	%age of Contributing Flow	5
Culverts	100%	0%	
Concrete Sidewalk	0% > 5000 Population 50% < 5000 Population	100% > 5000 Population 50% < 5000 Population	6
Concrete Curb and Gutter and Pedestrian Ramps	0% > 5000 Population 50% < 5000 Population	100% > 5000 Population 50% < 5000 Population	7
Concrete Median and Median Curb	100%	0%	8
Concrete Driveway Entrances (Apron)	100%	0%	9
Municipal Utility Adjustment or Construction	0%	100%	
Roundabouts	By Leg	By Leg	
Traffic Signals	By Leg	By Leg	10
Intersection Lighting	By Leg	By Leg	11
Street Lighting	0%	100%	12
Bridges	By Negotiation	By Negotiation	
Trails along county highway	0% Local 50% Linking & Regional 100% Destination	100% Local 50% Linking & Regional 0% Destination	13
Trail Underpass/Overpass	0% Local 50% Linking & Regional 100% Destination	100% Local 50% Linking & Regional 0% Destination	14
Landscaping	25% up to State Aid Limit	75%	15
Aesthetic Treatments	0%	100%	16
Highway Signs	100%	0%	
Electronic/Specialty Signs	By Negotiation	By Negotiation	
Noise Walls	By Negotiation	By Negotiation	17
Mobilization	Pro-rated by const. share	Pro-rated by const. share	
Erosion Control	Pro-rated by const. share	Pro-rated by const. share	
Traffic Control	Pro-rated by const. share	Pro-rated by const. share	
Engineering Services	Pro-rated by const. share	Pro-rated by const. share	
Other items	By Negotiation	By Negotiation	



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Conventional Project Notes

1. Fee title and permanent and temporary easements needed for projects on the existing county highway system or newly established or dedicated county highway system including the property needed for storm water treatment basins and wetland mitigation sites.
2. Includes grading and removal items. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
3. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
4. Includes grading, base and surfacing. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
5. Includes catch basins, manholes, storm sewer pipes, outlet structures, grit chambers, and water quality and rate control ponds/basins. The county share is based on the ratio of contributing flow from the right of way to the total contributing flow.
6. Existing sidewalk impacted by the highway construction will be replaced in kind by the county.
7. Existing curb and gutter and pedestrian ramps impacted by the highway construction will be replaced in kind by the county.
8. The county pays for standard median design which is plain concrete. If a municipality requests decorative median the municipality pays the additional cost above the cost of a standard median.
9. Concrete aprons are installed at locations determined by the county. Driveways beyond the apron are constructed in-kind.
10. Applies to new and replacement traffic signals. Includes all components that make up a permanent warranted traffic control signal system with steel poles and mast arms installed at an intersection of a county highway and public roadway at an approved location by the county. The county pays 0% of a signal system at a private access/road. The municipality pays 100% of the furnishing and maintenance of electrical power to the traffic signal. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.
11. Designed to light an intersection for traffic safety purposes. Locations will be determined by the county.
12. Decorative type lighting along the roadway.
13. Applies to trails constructed with county road projects only. Stand alone trail projects are handled separately. Locations and descriptions are shown in the Carver County Comprehensive Plan and other related trail plans and policy documents. Applies to all costs associated with trail including but not limited to: grading, drainage, base, surfacing, pedestrian ramps, wetland mitigation due to trail impacts and additional right way needed for the trail. The county will only participate in trails constructed to meet State Aid Rules and Standards. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation. Townships are exempt from paying for trails.
14. Underpasses spanning 10 feet or more are considered bridges and will be added to the county bridge safety inspection program.
15. Landscaping items as approved by the county. State Aid limit is 5% of annual construction allotment.
16. Aesthetic items that do not serve a specific transportation use such as streetscaping, median plantings, decorative railing, ornamental fencing etc. All approved median plantings require irrigation.
17. Additional costs for decorative noise walls will be the responsibility of the requesting agency.



Carver County *Division of Public Works*

B. Construction Cost Share – Development Driven Project (Projects not programmed in the County 5-year CIP)

Project Items	County Share	Municipality Share	Note
Right of Way	0%	100%	1
Retaining Wall in lieu of right of way	Same %age as R/W	Same %age as R/W	
Clearing and Grubbing	100%	0%	
Grading	100% for through lane and shoulder (up to 44' wide). 50% for additional through lanes and median. 100% for county rd. to county rd. turn lanes.	0% for through lane and shoulder (up to 44' wide). 50% for additional through lanes and median. 100% for city st. to county rd. turn lanes and county rd. to city st. turn lanes	2
Aggregate Base and Surfacing	Same as Grading	Same as Grading	
Parking Lanes on 4-lane or 6-lane road	0%	100%	3
Storm Sewer and Ponds/Treatment Basins	%age of Contributing Flow	%age of Contributing Flow	4
Culverts	100%	0%	
Concrete Sidewalk	0%	100%	
Concrete Curb and Gutter and Pedestrian Ramps	0%	100%	
Concrete Median and Median Curb	50%	50%	5
Concrete Driveway Entrances (Apron)	100%	0%	6
Municipal Utility Adjustment or Construction	0%	100%	
Roundabouts	By Leg if meets warrants by opening. By Leg up to 50% if meets warrants for design year. 0% if does not meet warrants for design year.	By Leg if meets warrants by opening. By Leg but no less than 50% if meets warrants for design year. 100% if does not meet warrants for design year.	
Traffic Signals	By Leg if meets warrants by opening. 50% of County Legs if meets warrants for design year. 0% if does not meet warrants for design year.	By Leg if meets warrants by opening. 100% of City legs plus 50% of County Legs if meets warrants for design year. 100% if does not meet warrants for design year.	7
Intersection Lighting	By Leg	By Leg	8
Street Lighting	0%	100%	9
Bridges	By Negotiation	By Negotiation	



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Trails along county highway	0% Local 50% Linking & Regional 100% Destination	100% Local 50% Linking & Regional 0% Destination	10
Pedestrian Underpass/Overpass	0%	100%	11
Landscaping	0%	100%	12
Aesthetic Treatments	0%	100%	13
Highway Signs	100%	0%	
Electronic/Specialty Signs	By Negotiation	By Negotiation	
Noise Walls	0%	100%	14
Mobilization	Pro-rated by const. share	Pro-rated by const. share	
Erosion Control	Pro-rated by const. share	Pro-rated by const. share	
Traffic Control	Pro-rated by const. share	Pro-rated by const. share	
Engineering Services	Pro-rated by const. share	Pro-rated by const. share	
Other items	By Negotiation	By Negotiation	

Development Driven Project Notes

1. Fee title and permanent and temporary easements needed for projects on the existing county highway system or newly established or dedicated county highway system including the property needed for storm water treatment basins and wetland mitigation sites. The cost share for right of way needed outside the boundaries of a development plat will be negotiated.
2. Includes grading and removal items. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
3. Includes grading, base and surfacing. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
4. Includes catch basins, manholes, storm sewer pipes, outlet structures, grit chambers, and water quality and rate control ponds/basins. The county share is based on the ratio of contributing flow. County share is based on the contributing flow from the right of way less roadway surface areas that the municipality pays for. The municipality share is the contributing flow from outside the right of way plus roadway surface area the municipality pays for. Costs to replace elements of storm sewer systems will be shared at the same percentage as the original installation.
5. The county pays for standard median design which is plain concrete. If a municipality requests decorative median the municipality pays the additional cost above the cost of a standard median.
6. Concrete aprons are installed at locations determined by the county. Driveways beyond the apron are constructed in-kind.
7. Applies to new and replacement traffic signals. Includes all components that make up a permanent warranted traffic control signal system with steel poles and mast arms installed at an intersection of a county highway and public roadway at an approved location by the county. To meet signal warrants, the intersection must meet either the four hour or the eight hour vehicular volume warrant standard. The county pays 0% of a signal system at a private access/road. The municipality pays 100% of the furnishing and maintenance of electrical power to the traffic signal. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.
8. Designed to light an intersection for traffic safety purposes. Locations will be determined by the county.
9. Decorative type lighting along the roadway.
10. Applies to trails constructed with county road projects only. Locations and descriptions are shown in the Carver County Comprehensive Plan and other related trail plans and policy documents. Costs associated with trail include grading, drainage, base, surfacing, pedestrian ramps, wetland mitigation due to trail impacts and additional right way needed for the trail. The county will only participate in trails constructed to meet State Aid Rules and Standards. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation.
11. Underpasses spanning 10 feet or more are considered bridges and will be added to the county bridge safety inspection program.
12. Landscaping items as approved by the county.
13. Aesthetic items that do not serve a specific transportation use such as streetscaping, median plantings, decorative railing, ornamental fencing etc. All approved median plantings require irrigation.
14. Additional costs for decorative noise walls will be the responsibility of the requesting agency.



Carver County

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- C. Maintenance - Maintenance of county highways constructed under this policy will be as follows unless specified differently in a separate maintenance agreement.**
1. The county is responsible for maintenance of the county highway between curbs or between outside edges of shoulders. This includes but is not limited to snow and ice control, patching, crack sealing, seal coating, pavement rehabilitation, shouldering, striping and sign replacement. In addition, the county is responsible for routine maintenance outside the edge of shoulder and within the right of way of a rural county highway. The county may enter into agreements with municipalities to perform highway maintenance.
 2. The municipality is responsible for maintenance of the boulevard, landscaped median, trees, shrubs, irrigation systems, sidewalk, retaining walls, steps, aesthetic treatments, and other urban appurtenances within the right-of-way of an urban county highway.
 3. The county is responsible for maintenance of bridges and culverts on the county route.
 4. The municipality is responsible for maintenance of its utilities and storm sewer systems including detention/treatment basins. Costs to replace elements of storm sewer systems will be shared at the same percentage as the original installation.
 5. The county is responsible for maintaining roundabouts with the exception of island landscaping and aesthetic treatments which are the responsibility of the municipality.
 6. Unless stipulated by special agreement, the county will own and is responsible for maintaining traffic signal systems (with the exception of the attached lighting) at county road intersections with local public roadways and private streets. The municipality is responsible for maintaining the signal lighting and the electrical power to the signal system. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.
 7. The municipality is responsible for maintenance of intersection lighting at a county road and local road intersection. The county is responsible for maintenance of intersection lighting at a county road and county road intersection.
 8. The municipality is responsible for the maintenance of street lights.
 9. The municipality is responsible for maintaining trails within the county highway right-of-way. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation.
 10. The municipality is responsible for maintaining pedestrian underpasses and overpasses.
 11. The county is responsible for maintaining highway signs.
 12. The county is responsible for maintaining electronic/specialty signs. The costs of maintenance will be shared at the same percentage as the original installation.
 13. Maintenance of noise walls is the responsibility of the agency paying for the initial installation.



TO: Mayor Lagergren and Norwood Young America City Council
FROM: Karen Hallquist, Economic Development Marketing Director
DATE: June 22, 2020
SUBJECT: NYA Market Enrichment Grant Program – Increased Funding Request

Background

On April 27, 2020, the City Council approved for the implementation of the NYA Market Enrichment Grant Program which would allow five (5) grants up to \$10,000 with a 20% contribution starting April 15, 2020. To date, four out of five applications have been approved with two other applications being sought by area businesses. All of the businesses interested have been in the C-2 General Commercial and RC-1 Residential/Neighborhood Commercial Districts.

As of December 31, 2019, the EDC Revolving Loan Fund was at a total of \$148,500. With the \$50,000 as budgeted for the NYA Market Enrichment Grant Program, it leaves this fund with \$95,500. Given the favorability of this grant program and the need for financial assistance from our local businesses, the NYA Economic Development Commission is requesting to increase the offering of the grant program for an additional two (2) applications of up to \$10,000 each for a total of \$70,000 from the Revolving Loan Fund. Should all monies be approved, this would leave the Revolving Loan Fund at \$75,500 for the remainder of 2020 for any traditional loan needs.

Action

Motion to approve an additional two (2) applications of up to \$10,000 each for the NYA Market Enrichment Grant Program.

Norwood Young America



TO: Mayor Lagergren and NYA City Council

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: June 22, 2020

SUBJECT: Mural Project

Background

One of the goals for the Downtown Redevelopment Plan was to identify an area for a community mural and an artist to create it. The NYA Economic Development Commission has also been working on ideas for improvements to the Elm Street Municipal Parking Lot. With this project they identified the SLS, Inc. building, which abuts to the parking lot, as the perfect "blank canvas" to have the mural painted.

Staff reached out to the Arts Consortium of Carver County for assistance in locating a mural artist. Janet Fahey and Barb Hone, both of the ACCC, recommended local artist Lana Beck from LeSueur for this mural project. Ms. Beck has created murals in the communities of LeSueur, New Prague, Belle Plaine and Jordan, just to name a few. Beck has had discussion with the NYA EDC and visited with Willkommen Heritage Center President LaVonne Kroells about some ideas for the Elm Street Mural. Given the history of our area she has come up with a theme of "All tracks lead home" with an emphasis of the railroads which has always connected our communities. Attached is a description and sketch of her vision.

Beck has proposed a 29x22 foot design. Her fee is \$100 per hour which includes all the design paint and brushes. Beck has her own insurance. Preparation of the area would include city staff to clean and prime the wall and provide a scissor lift for Beck to use for approximately 4-5 days dependent on weather. Beck estimates 36-40 hours of work. The NYA EDC also inquired about a protective paint sealcoat to help with potential graffiti removal. Beck stated there is a product made by Glidden that city staff could roll or spray on for protection which allows soap/water to take off the graffiti. The sealer is \$90-150 per five-gallon pail. She estimated three pails to complete the project. City staff is able to apply the sealer.

Mona Platt, Timothy Schuth and Thomas Anderson are equal owners of SLS Properties, LLC. They have verbally agreed to the mural. The contract is to be signed the week of June 22, 2020.

Action

Motion to approve the hiring of Lana Beck of lbd, etc. to create a mural on the west side of the SLS, Inc. building at 214 W Elm Street contingent upon signed agreement with SLS Properties, LLC.

Norwood Young America

From: Lana Beck <lkbetcdesign@gmail.com>
Sent: Monday, June 8, 2020 4:56 PM
To: Karen Hallquist
Cc: LaVonne Kroells
Subject: LKB Etc., presentation for EDC mtg on June 10th
Attachments: LKB sketch1.jpg; TC&W in Norwood.jpg; vision colors.jpg; vision color with mustard add.jpg; il_794xN.1213272621_76f9.jpg; Av10313_GTKY_Norwood_1873u1000 (3).jpg; msl227.jpg; CM&StP 1870.jpg

Hello Karen,

I am forwarding you a sketch, the vision colors and the color I wish to add. And some reference photo's to help clarify the theme and explanation of theme. Please don't hold me to the sketch, but this is rough image of my vision.

"All tracks, lead home"

I am still working with LaVonne Kroells on dates, trains and depots. I am attaching a preliminary sketch to help explain the theme of the mural project.

The Railroad had so much to do with the start of Young America and Norwood. It is one of the main historical pieces that "connects" the two communities to the now - one community.

Trains, like people are unique, and each has its' own story. Throughout my research of the train life of Norwood Young America. I was astonished by the sheer number of hobbieists and collectors of Train memorabilia. People drive many miles to view a train of their interest. This means that the detail is clearly important. Even today, many YouTube videos of trains in the area and Photographers Sites of Train engines, and colorful stories of who, what, where and when are a big part of the research. The Carver County Historical Society has done well to record its' history and actually, I was rather amazed by the strong interest in trains throughout the country.

I hope you will agree, a BIG idea, with subtle color, Bright sky and some history can make for a destination visit. A casual sit on the bench is sure to start a conversation about "the Train in my hometown!"

Research:

I visited with your local historian; LaVonne Kroells, who has been very helpful in filling in the informational cracks for me. I have contacted the Glencoe TC&W and awaiting more info. I have googled historic Carver County sites, watched Trains of this area You-tube videos, looked up train collectors in search of specific photo's of engines and have enjoyed driving the area in search of landscape.

1872: Hastings & Dakota (Chicago, Milwaukee & St. Paul) The path referred to as "Old Milwaukee Road". Norwood Steam Engine: Steam CM&StP

1880: Mpls. & St. Louis built line east of Norwood village Engine: 227

Date in question?-current: TC&W Twin Cities Western Engine:2004

The depot that was sold previously on the south side of the tracks, North of the Oak Grove Building, is the depot I believe I will bring forward in the mural. Main emphasis on the (Date in question?) time frame and the train. Which will use up 15+ feet of the 22 available feet in height. Much detail will be on the engine and the "Norwood" sign on the depot.

The Mural will be viewed as if you were on the west end of Norwood looking east into the beautiful morning sunrise. The viewer will see the depot added east of the village (M&StL) Engine will be parked by it. Very little emphasis on other buildings and business'.

The Steam Engine (C,M & St.P) and tracks continue fading respectively in front of the sunrise, almost in a silhouette to the Young America Station.

I am still looking for a common footmark; such as an agreed upon watertower/elevator/clock tower/tall steeple or something that locals will connect to- to know this is "their" home! I could use some suggestions from the locals.

The 7-color palette will be from the colors requested in "the Vision". All of the values of these colors will be used in shadows, highlights, landscape, buildings and incidental details. I would like to add a Mustard color to brighten the sunrise. This yellow addition is in the same hue-value palette. By blending the Ruby Red color with other colors of the palette, I hope to create a beautiful skyline sunrise. Kind of a "Good Morning Everyone!" feel.

Details on the deck of the depot will reflect the time frame and a wagon, or truck depending on the (Date in question?) of postal bags will be parked at the depot, representing "News from Home", because Norwood Young America is more than a place. it's home!

respectfully,
Lana Beck

lana k. beck , artist illustrator muralist room designer and paint consultant

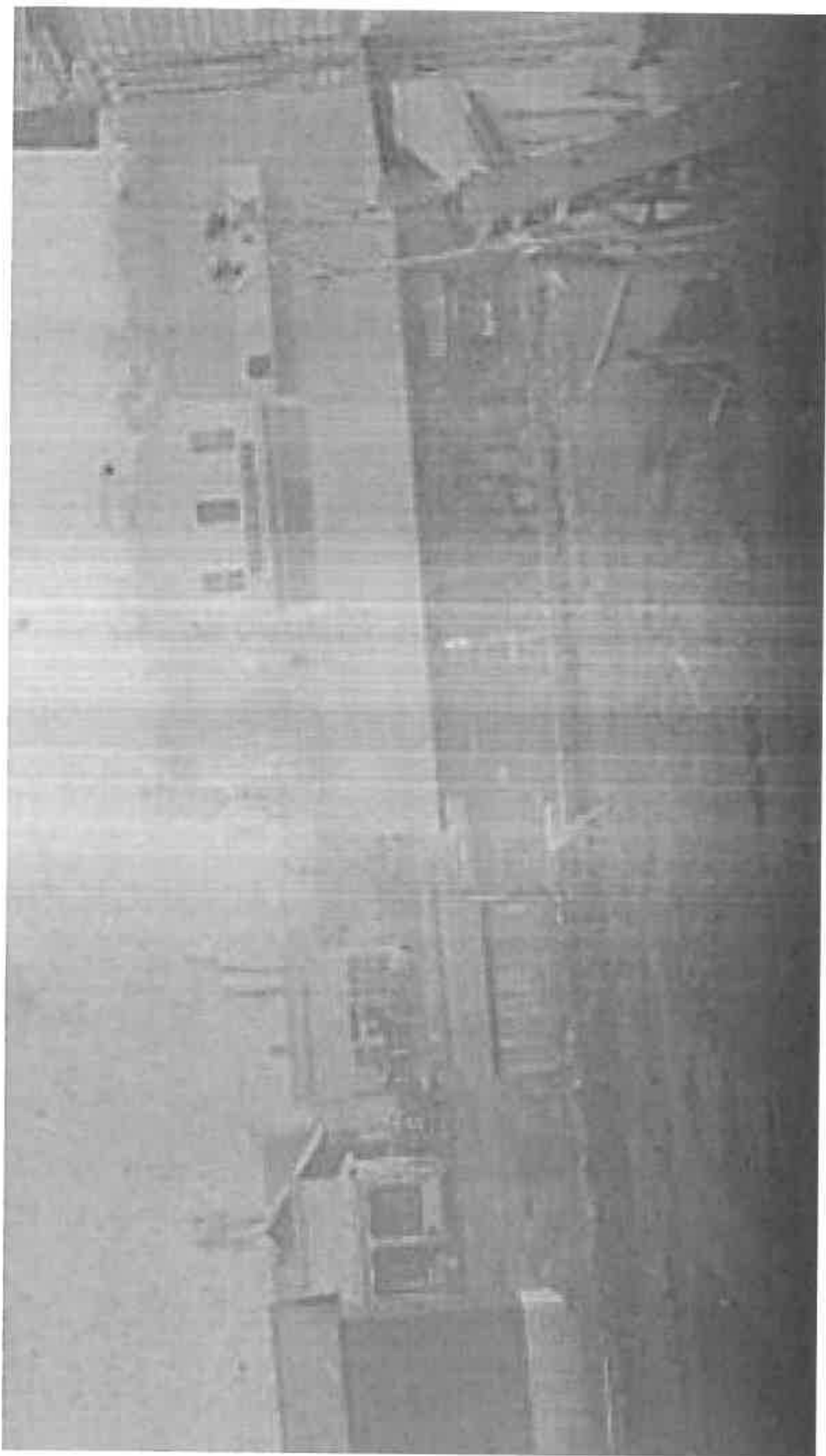
lkbetcdesign@gmail.com

studio cell) 612-644-5286

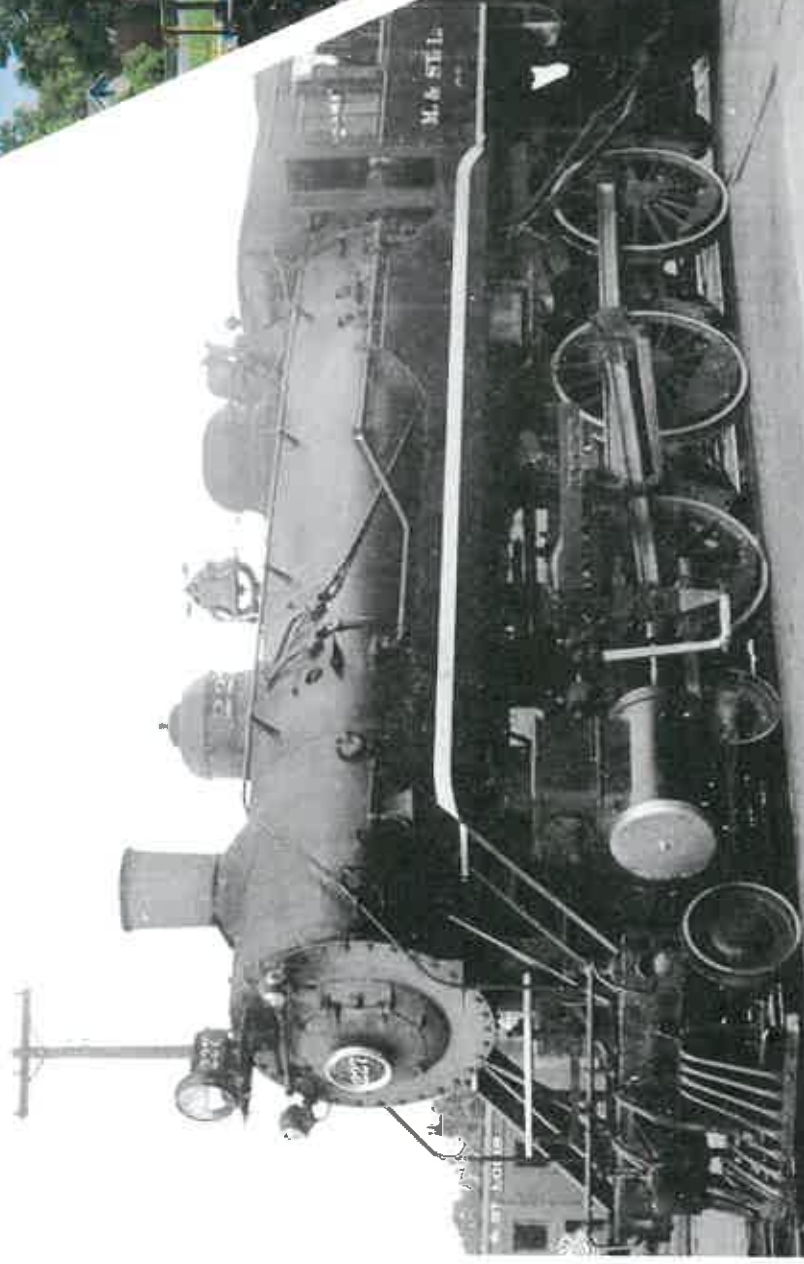
416 coventry road, lesueur, mn 56058

Facebook portfolio; Lkb Etc., lana k beck





St. Louis 227



St. Paul 406







To: Members of the City Council
From: Karen Hallquist and Carol Lagergren
Re: Guidelines for Reopening the Pool
Date: June 22, 2020

On Friday, June 5th, Governor Walz moved the state into Phase III of the Stay Safe MN Protocols, which included opening community pools at 50% capacity. It is our plan, barring any unforeseen complications, to open the pool at up to 50% capacity on June 24th.

Attached please find a copy of the Minnesota Department of Health guidelines as well as a draft of the West Carver Community Pool COVID-19 Preparedness Plan. This plan is closely aligned to the city plan to reopen our city buildings.

The following safety protocols will be implemented and communicated to our citizens through the newsletter, cable television, city website and social media:

New Hours: 1:00 PM - 4:30 PM and 5:00 PM - 8:00 PM every day Monday through Sunday.

All guests will be asked to leave at 4:30 to allow time for disinfecting and a supper break.

The Pool will be closed on Saturday, July 4th!

Pool Capacity: We will be allowing no more than 40 swimmers in the pool at one time.

To limit capacity to 50%, you ***MUST CALL*** the pool before coming.

This is a new requirement for all guests and will be strictly enforced!

If there is a waiting list for the pool, we may limit guest swim time.

Safety Protocols: We will be enforcing several new guidelines to keep you safe.

Lifeguards will be wearing masks at all times.

We encourage our visitors (who are not in the pool) to wear masks as well.

We will disinfect all hard surfaces three times a day (opening, mid-shift, closing).

We encourage social distancing in the pool - no wrestling or rough-housing allowed.

There will be three guards on duty around the pool at all times.

There will be a separate entrance and exit - follow the signs!

Hand sanitizer will be provided throughout the pool deck area.

Recommendation: Recommend approval of the COVID19 West Carver Community Pool Preparedness Plan.

Norwood Young America



COVID-19 Preparedness Plan City of Norwood Young America Western Carver Community Pool

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:

<i>Screening and policies for employees exhibiting signs and symptoms of COVID-19</i>	<i>Page 2</i>
<i>Handwashing and Respiratory Etiquette</i>	<i>Page 3</i>
<i>Social Distancing</i>	<i>Page 3</i>
<i>Housekeeping</i>	<i>Page 4</i>
<i>Communication and Training</i>	<i>Page 4</i>
<i>Appendix A: Daily Screening Tool</i>	
<i>Appendix B: Stop the Spread of Germs Poster</i>	



Screening and policies for employees and visitors 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' and visitors' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms.

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

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 city employees and visitors.***
- ***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:

- ***Maximum pool occupancy will be at 50%. All visitors must call to reserve a time in the pool before coming.***
- ***Lifeguards will practice social distancing between workers and workers and customers.***
- ***Appropriate signage regarding social distancing and respiratory etiquette have been posted at all city buildings, including city hall (Appendix B).***
- ***Protective personal equipment (masks) will be worn by all lifeguards when they are not in the water. Masks and gloves will be worn by lifeguards working at the desk.***
- ***Protective personal equipment (masks) will be recommended for all visitors to the pool who are not in the water. Masks will be provided by the pool staff when requested.***



- *There will be separation between the entrance and exit of the pool to allow for social distancing. In addition, marks on the floor will be provided by the front desk to support social distancing during check-in and concession purchases.*

Workers, visitors and customers are prohibited from gathering in groups. Workers and visitors are prohibited from gathering in confined areas 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.

- *Lifeguards will clean the hard surfaces (counter, tables, chairs, slides, diving board) at least three times a day with disinfectants - before opening, between 4:30 and 5:00 PM and again at the end of the shift.*
- *Lifeguards will wipe down other personal equipment as needed.*

Communications and training

This Preparedness Plan was communicated by the City Administrator or his designee to all lifeguards the week of June 15th, 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



CONDUCT HEALTH SCREENING EACH TIME EMPLOYEES OR VISITORS ENTER THE FACILITY.

You may also opt to conduct temperature screening if it can be done with proper social distancing, protection, and hygiene protocols. However, temperature screening is not required.

If a worker or visitor answers "Yes" to any of the screening questions, they should be advised to go home, stay away from other people, and contact their health care provider.

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 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?

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05/20/2020

APPENDIX B


Respiratory/Social Distancing Etiquette

Stop the Spread of Germs


Help prevent the spread of respiratory diseases like COVID-19.




Stay at least 6 feet (about 2 arms' length) from other people.




Cover your cough or sneeze with a tissue, then throw the tissue in the trash and wash your hands.




When in public, wear a cloth face covering over your nose and mouth.




Do not touch your eyes, nose, and mouth.




Clean and disinfect frequently touched objects and surfaces.



Stay home when you are sick, except to get medical care.



Wash your hands often with soap and water for at least 20 seconds.



cdc.gov/coronavirus

1577-A07-15 05/11/20-00

Reopening of Public Swimming Pool and Aquatic Facilities

UPDATED 6/5/2020

NOTE: From June 1 through June 9, the use of public swimming pools is restricted to those used for youth sports and recreational activities, as described in [Executive Order 20-63](https://www.leg.state.mn.us/archive/execorders/20-63.pdf) (<https://www.leg.state.mn.us/archive/execorders/20-63.pdf>).

Beginning June 10, all public swimming pools may open at 50% capacity.

All public swimming pools must have a COVID-19 Preparedness Plan before opening.

Guidance for “before reopening” may be helpful for all swimming pool operators.

Before reopening and for pools that choose to remain closed

Secure premises to prevent access

Drowning remains a leading cause of accidental injury death in the United States. If the pool is closed, be sure all doors, gates, and windows that allow access are closed and locked.

Maintain recirculation and disinfection

All pools and spas

Maintain the pool chemistry even if the pool is not operational.

- Keep the water chemically balanced to prevent damage to surfaces and equipment by corrosive or scale-forming water. Properly balanced water will prevent biofilm and algae growth.
- Minimize the use of pool heaters. Heaters should be run for 15-20 minutes after starting circulation to ensure they are operating correctly. After that, they can be turned off until the pool is ready to be open for bathers.

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

- Reduce the speed of the circulation pump. Ensure there is enough water flow to keep the chemical controllers operating, and to turn the volume of water over at least once daily.
- Maintain the pool as normal. Check and balance the water chemistry, remove debris, and clean the skimmer and pump baskets no less than once a week. Continued maintenance includes brushing, vacuuming, and backwashing.

Aquatic play features

Aquatic play features or fountains such as water slides, cascading mushrooms, dumping buckets, or spray decks must be operated intermittently. Circulate water through these features several times per week for at least 30 minutes to help reduce pathogens in plumbing lines that service these features.

Seasonal pools

Clean and start the pool as normal, and follow the guidance above.

If present, leave safety covers installed to reduce the amount of debris entering the water.

Hot tubs and spas: *Legionella* concerns

Extended closures of hot tubs and spas can increase the risk of waterborne diseases such as Legionnaires' disease. *Legionella* is the organism that causes Legionnaire's Disease and Pontiac Fever. It is important to ensure hot tubs and spas are safe to use and minimize the transmission of *Legionella* and other bacteria.

See the following CDC guidance:

[Extended Hot Tub/Spa Closures \(https://www.cdc.gov/healthywater/swimming/aquatics-professionals/extended-hot-tub-closures.html\)](https://www.cdc.gov/healthywater/swimming/aquatics-professionals/extended-hot-tub-closures.html)

[Operating Public Hot Tubs/Spas \(https://www.cdc.gov/healthywater/swimming/aquatics-professionals/operating-public-hot-tubs.html\)](https://www.cdc.gov/healthywater/swimming/aquatics-professionals/operating-public-hot-tubs.html)

[Guidance for Reopening Buildings After Prolonged Shutdown or Reduced Operation \(https://www.cdc.gov/coronavirus/2019-ncov/php/building-water-system.html\)](https://www.cdc.gov/coronavirus/2019-ncov/php/building-water-system.html)

Planning for reopening

Capacity and distancing

The pool operator is ultimately responsible for ensuring that social distancing requirements are met. Determine user capacity based on social distancing requirements, and the facility's pool, spa deck, restroom, and locker room configurations.

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

Planning for reduced capacity

Consider the square footage needed per bather to allow for 6 feet of space for each patron (except for family groups) in the pool and on the deck at all times. In most cases, this will effectively reduce the regular posted capacity by 50%.

- Ensure that capacity allows for proper social distancing on the pool deck in the event of a fecal incident or other life-safety situation where bathers may need to exit the pool and remain on the pool deck or evacuate to another location.
- Establish a schedule with time slots for various activities, and allow sign-ups online and/or by phone.
- Consider assigning separate entries and exits, and manage the flow of users to move in one direction.
- Consider impact on programs – recreational swim, water exercise, lap swim, swim lessons, swim team practices. Develop a plan for these scenarios, as applicable to your facility.

Lobby and locker rooms

Consider staggering entry of users and establish time limits to maximize the number of users while maintaining capacity limits.

- Establish safe places for guests to wait for entry.
- Encourage re-arranging locker rooms or putting in place other physical barriers or markings to encourage social distancing.
- Install sanitizing stations at the entrance to your facility and at key locations throughout the facility where customers are likely to contact shared equipment. If hand sanitizer is provided, ensure it contains at least 60% alcohol.
- Enforce the requirements for user sanitation and safety, including showering, as stated in [Minnesota Rule 4717.1650: User Sanitation and Safety](https://www.revisor.mn.gov/rules/4717.1650/) (<https://www.revisor.mn.gov/rules/4717.1650/>).
- Do not allow guests to congregate while waiting for access. Consider using floor markings, outdoor distancing, waiting in cars, or other techniques to maintain adequate separation.

Pool deck and bodies of water

Locate deck furniture in accordance with distancing requirements.

- Consider marking furniture locations.

Limit the number of individuals on play features to avoid crowding.

If diving boards, slides, or other aquatic play features are used, consider marking off the proper distance for people standing in line.

During lap swim, consider proper distance between swimmers.

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

- One patron per lane at a time is recommended for lap swimming or competition. Patrons should swim in the middle of the lane to allow for maximum distance between their heads.

Staffing

Ensure adequate staffing to accommodate modifications to the operation, including altered hours of operation and enhanced cleaning and disinfecting protocols. Train all staff on new procedures and expectations.

Each facility must have a designated person on site to ensure that guidelines and regulations are followed. A facility may appoint an attendant or other staff member to perform these duties, as long as the facility is otherwise properly staffed. **A lifeguard while on lifeguard duty may not perform duties of the attendant** or be given additional duties that distract from the responsibilities of lifeguarding.

Plan employee schedules so that cohort groups work together, when practical. For example, Aaden, Javier, and Ann always work together; Hodan, Dawb, and Peter always work together. However, members of one team never work with another team. Scheduling in teams can help to reduce exposures within the staff.

For pools without lifeguards, make a plan to determine how mandated capacity limits and access will be monitored. Options may include using a screener at the pool entrance, or using a video monitoring system.

Implement sick leave (time off) policies and practices for staff that are flexible and non-punitive.

Signage

Identify and post additional signage, including for:

- Capacity and social distancing.
- Reminders to wash hands and practice good personal hygiene.
- Location of handwashing and sanitizing stations.
- Instructions on how to identify symptoms of COVID-19.
- Information about being excluded if individuals or household members are exhibiting symptoms of COVID-19.

Emergency protocols and other safety considerations

Evaluate COVID-19 impact on rescue protocol:

- Ensure adequate supply and reliable source of personal protective equipment (PPE).

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

- Evaluate and revise CPR protocol as needed (example: acquire bag valve mask to eliminate the need for mouth to mouth resuscitation).
- Have staff treat any emergency victim as COVID-19 positive until otherwise determined.

Cloth face coverings

Encourage the use of cloth face coverings for employees and guests, when not in the pool. See CDC guidance on cloth face coverings: [Use of Cloth Face Coverings to Help Slow the Spread of COVID-19 \(https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html\)](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html).

Do not allow swimming with cloth face coverings on. Cloth face coverings can make it difficult to breathe when wet, increasing the risk of drowning.

Cleaning and disinfecting the facility

In addition to regular maintenance, establish a cleaning protocol that includes:

- Defined times of day when cleaning and disinfection will occur (examples include before opening, between shifts, after closing).
- Defined areas and equipment that need to be cleaned (for example: frequently touched surfaces such as ladders and hand rails, diving equipment, tables, doorknobs, switches, deck furniture, drinking fountains, emergency phones, toilets, faucets, sinks).
 - Discourage people from sharing items that are difficult to clean, sanitize, or disinfect, or ones that are meant to come in contact with the face (for example, goggles, nose clips, and snorkels).
 - Discourage people from sharing equipment and toys that are not part of their household.
 - Ensure adequate equipment for patrons and swimmers, such as kick boards and pool noodles, to minimize sharing to the extent possible, or limiting use of equipment by one group of users at a time and cleaning and disinfecting between uses.
- For indoor pools, establish a cleaning protocol that addresses the HVAC system.
- Do not allow chemicals used to enter the pool water that are used to clean the decks, furniture, or other equipment.

See the following CDC guidance:

[Cleaning and Disinfection for Community Facilities \(https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html\)](https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html).

Children and swimming lessons

Modify the number of swimmers allowed in swim classes, according to limits on capacity.

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

Require that a parent or guardian from the same household remain in the water for lessons that require hands-on assistance for beginning swimmers.

Communicating expectations

Prepare your staff and community for your anticipated new operating procedures.

Notify customers of new expectations, compliance plan and restrictions in advance, and the need to cooperate for the pool to remain open.

Professional guidance

Contact your swimming pool maintenance provider or local sanitarian / health inspector if you have questions. State and Local Environmental Health Delegated Agencies
(<https://www.health.state.mn.us/communities/environment/food/license/delegation.html>).

After opening

Water chemistry and maintenance

Proper operation, maintenance, and disinfection (with chlorine or bromine) of swimming pools should kill the virus that causes COVID-19. Maintain the disinfection residuals required in the Minnesota pool code: Minnesota Rule 4717.1750: Pool Water Condition
(<https://www.revisor.mn.gov/rules/4717.1750/>).

Employee COVID-19 screening

Have a protocol to check employee health such as conducting employee health screening of all employees at the beginning of each shift.

- You may opt to conduct temperature screening if it can be done with proper social distancing, protection, and hygiene protocols. However, temperature screening is not required.
- Consider using the Visitor and Employee Health Screening Checklist
(<https://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf>).

Instruct employees who are sick to stay home.

- Follow the MDH guidelines for COVID-19 and When to Return to Work
(<https://www.health.state.mn.us/diseases/coronavirus/returntowork.pdf>).

Have a protocol to address employees who begin showing symptoms of COVID-19 while at work.

Train and remind employees of required hand hygiene practices, including handwashing procedure and frequency, and COVID-19 precautions when reopening.

Customer screening

It is recommended that you screen all customers and visitors before allowing them to enter your business.

You may opt to conduct temperature screening if it can be done with proper social distancing, protection, and hygiene protocols. However, temperature screening is not required.

Consider using the [Visitor and Employee Health Screening Checklist](https://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf) (<https://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf>).

Surface cleaning and disinfection

Cleaning hard (non-porous) surfaces

If surfaces are dirty, they should be cleaned using a detergent or soap and water before disinfection.

Use U.S. Environmental Protection Agency (EPA)-approved [List N: Disinfectants for Use Against SARS-CoV-2](https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2) (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>) to thoroughly clean and disinfect the entire facility, especially if it has been closed.

Focus on high-contact surfaces (e.g., tables, doorknobs, light switches, faucets, point-of-sale systems, keyboards, telephones) that would be touched by both employees and guests.

Follow the manufacturer's instructions for all cleaning and disinfection products. For example, concentrations, application method, contact time, and the use of personal protective equipment. Do not mix them together.

Cleaning soft (porous) surfaces and laundry

For soft (porous) surfaces such as carpeted floors, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces.

For items that can be laundered such as towels, follow the manufacturer's instructions using the warmest appropriate water setting for the items and then dry items completely. Otherwise, use products that are EPA-approved and suitable for porous surfaces:

[List N: Disinfectants for Use Against SARS-CoV-2](https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2) (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>).

Cleaning electronics

For electronics such as tablets, touch screens, keyboards, remote controls, and ATMs, remove visible contamination if present. Clean and disinfect according to manufacturer's recommendations. Consider using wipeable covers for these items, if possible.

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 70% alcohol to disinfect touch screens. Dry the surfaces thoroughly to avoid damage to the equipment.

Additional Resources

Visit the CDC website for additional guidance about prevention of COVID-19 and public aquatics facilities: [Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19](https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html) (<https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html>).



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