



CITY COUNCIL AGENDA

September 28, 2020 – 6:00 p.m.

EDA / City Council Meetings; followed by Work Session

Zoom Meeting

<https://us02web.zoom.us/j/2334975750?pwd=SWdvVVp2SXNLRURDQmV6STFRd1FaQT09>

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
 - 1.1 Pledge of Allegiance
 2. Approve Agenda
 3. Approve Minutes of August 24, 2020 meeting
 4. Approve Resolution 2005, Special Benefit Levy
 5. 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.)
 - 3.1 Mark Metz, Carver County Attorney
 - 3.2 Approve Manufacturer's Week Proclamation
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 September 2 and 14, 2020 meetings
 - 4.2 Approve payment of Claims
 - 4.3 Approve 2021 Prosecution Contract
 - 4.4 Approve Resolution 2020-27, Appointing Election Judges for 2020 General Election
5. Public Hearings
6. Old Business
 - 6.1 CARES Act City Expenses Update
 - 6.3 Update on Historic Bandshell relocation to Legion Park
7. New Business
 - 7.1 Review and consider purchase of Emergency Outdoor Warning Siren
 - 7.2 Approve Water Supply Plan
 - 7.3 Review Community Education Enhanced & Summer Programming Reports
 - 7.4 Approve Resolution 2020-28, Adopting Preliminary 2020 Property Tax Levy for Pay 2021
 - 7.5 Approve Resolution 2020-29, Approving 2021 Preliminary General Fund Operating Budget, and Schedule Truth In Taxation Public Hearing
 - 7.6 Approve hiring Public Service Technician
 - 7.7 Review Annual Swimming Pool Report

8. Council Member & Mayor and Staff Reports

9. Adjournment

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

UPCOMING MEETINGS / EVENTS

October 6	Finance Committee – 3:00 p.m.
October 6	Planning Commission – 7:00 p.m.
October 12	Personnel Committee – 5:00 p.m.
October 12	City Council – 6:00 p.m.
October 14	Economic Development Commission – 6:00 p.m.
October 20	Parks and Recreation Commission – 4:45 p.m.
October 21	Safety Committee – 2:00 p.m.
October 22	Senior Advisory Committee – 9:00 a.m.
October 26	Work Session, EDA, City Council – 6:00 p.m.
October 29	Second Harvest Food Giveaway – 3:00 – 5:00 p.m.

WORK SESSION

1. Call Meeting of City Council Work Session to Order
2. Approve Agenda
3. Competitive Bidding Requirements in Cities
4. Adjournment



TO: President Lagergren and EDA Commissioners
FROM: Steven Helget, Executive Director
DATE: September 28, 2020
SUBJECT: Resolution 2005, Special Benefit Levy

Enclosed is Resolution 2005, approving a special benefit levy to be collected in 2021 for the purpose of paying toward the 2021 debt service obligation for the Tacoma West Industrial Park project.

Proposed is to budget and levy \$60,140 which represents 0.0185% of the city's taxable market value for pay 2021.

Recommended Motion:

Motion to approve Resolution 2005, Authorizing the Levy of a Special Benefit Levy Pursuant to Minnesota Statutes, Section 469.033, Subdivision 6 and Approval of the a Budget for Fiscal Year 2021.

Norwood Young America

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

**NORWOOD YOUNG AMERICA
ECONOMIC DEVELOPMENT AUTHORITY**

RESOLUTION NO. 2005

**AUTHORIZING THE LEVY OF
A SPECIAL BENEFIT LEVY PURSUANT TO MINNESOTA STATUTES,
SECTION 469.033, SUBDIVISION 6 AND APPROVAL
OF A BUDGET FOR FISCAL YEAR 2021**

WHEREAS, pursuant to Resolution No. 1997-03, adopted by the City Council of the City of Norwood Young America, Minnesota (the "City") and Minnesota Statutes, Sections 469.090 through 469.1082, the City created the Norwood Young America Economic Development Authority (the "Authority"); and

WHEREAS, pursuant to Resolution No. 2006-46 adopted by the City Council of the City on May 8, 2006, the Authority has the ability to exercise all powers and duties of a housing and redevelopment authority under the provisions of Minnesota Statutes, Sections 469.001 to 469.047 (the "HRA Act"); and

WHEREAS, Section 469.033, Subdivision 6, of the HRA Act permits the Authority to levy and collect a special benefit tax of up to 0.0185 percent of taxable market value in the City, levied upon all taxable real property within the City; and

WHEREAS, the Authority desires to levy a special benefit tax in the amount of 0.0185 percent of taxable market value in the City; and

WHEREAS, the Authority has entered into an interfund loan in the amount of \$1,519,330 to finance the development of an industrial park project and certain related marketing costs under the HRA Act (the "Interfund Loan"), all pursuant to Resolution No. 0602 adopted by the Authority on June 12, 2006 approving the Interfund Loan (the "Interfund Loan Resolution"); and

WHEREAS, under the Interfund Loan Resolution, the Authority pledged to levy its special benefits tax for the payment of principal and interest on the Interfund Loan; and

WHEREAS, the Authority has determined to adopt a budget for fiscal year 2021 that provides for levy of the special benefits tax in amount of 0.0185 percent of taxable market value to be used for the payment of principal and interest on the Interfund Loan; and

NOW, THEREFORE, Be It Resolved by the Board of Commissioners ("Board") of the Norwood Young America Economic Development Authority as follows:

1. The Board hereby approves a budget of \$60,140 in proceeds of special benefits tax to be collected in 2021, for the payment of principal and interest on the Interfund Loan.

2. Staff of the Authority is hereby authorized and directed to file the budget with the City in accordance with Minnesota Statutes, Section 469.033, Subdivision 6.
3. There is hereby levied a special benefit tax pursuant to Minnesota Statutes, Section 469.033, Subdivision 6, in the amount equal to the lesser of a levy at a rate of 0.0185 percent of taxable market value in City, or \$60,164 with respect to taxes payable in calendar year 2021.
4. Staff of the Authority is hereby authorized and directed to take such other actions as are necessary to levy and certify such levy.

Approved by the Board of Commissioners of the Economic Development Authority of Norwood Young America, Minnesota this 28th day of September 2021.

Carol Lagergren, President

Attest:

Steven Helget, Executive Director



TO: Mayor Lagergren and NYA City Council Members

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: September 28, 2020

SUBJECT: 2020 Manufacturer's Week Proclamation

The week of Oct 1 – 7, 2020 is recognized as Manufacturer's Week in Minnesota. Attached is a Proclamation for the City of Norwood Young America to recognize Manufacturer's Week.

Thank you to the following Manufacturers with Norwood Young America:

Anderson Specialty Cabinets
HydroEngineering
JIT Companies
Lionshead Specialty Tires &
Wheels
MiBox Storage
Principal Manufacturing
Sackett Waconia
Serv-A-Dock
Storms Welding
Vickerman Co.
Vision Tech
Yeagar Machine



Proclamation

- Whereas: Manufacturing is a dynamic and robust industry, crucial to the health and strength of Minnesota's diverse economy; and
- Whereas: Manufacturing added \$52.7 billion to Minnesota's economy in 2019, representing the second-largest contribution (14%) to the state's gross domestic product by any industry; and
- Whereas: Workers took home \$22.1 billion in wages from Minnesota manufacturing jobs in 2019, the second-largest total payroll among private sector industries; and
- Whereas: Manufactured exports brought \$21 billion into the Minnesota economy in 2019; and
- Whereas: Manufacturing in Minnesota pays an average annual wage of \$68,081, which is 16% higher than the state's overall average wage; and
- Whereas: Manufacturing provides 324,000 highly skilled, well-paying jobs, which significantly contribute to Minnesota's high standard of living and economic vitality.

Now, therefore, I, Carol Lagergren, Mayor of Norwood Young America, MN, do hereby proclaim that the week of October 1 to October 7, 2020 shall be observed as:

MINNESOTA MANUFACTURING WEEK

in the City of Norwood Young America on this 28th day of September, Two Thousand and Twenty.

MAYOR



Attendees: Carol Lagergren, Mike McPadden, Charlie Storms, Craig Heher, Dick Stolz
Staff Present: Steve Helget (City Administrator), Karen Hallquist (Economic Development Director), Tony Voigt (Public Service Director), Angela Brumbaugh (Clerk-Treasurer)
Others: Steve ZumBerge (Fire Chief), Glenn Hussong, Diane Brewster Joe Butler

1. Call Meeting of City Council to Order

Mayor Lagergren called the meeting to order at 6:00pm. Roll call of attendance: All members present.

2. Approve Agenda

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

- 3. Introductions, Presentations, Proclamations, Awards, and Public Comment** – Diane Brewer owner of the building at 400 Faxon Road discussed her concerns as the road is closed. Glenn Hussong from Subway stated it would be nice if people could cross the road. The hope is for the City to advocate to MN DOT. Helget is working on getting it opened for the holiday. The City will talk with MN DOT about slowing the traffic down, check if they are planning on doing a right in right out and see if we can get the process moving. Joe Butler remembered hearing Faxon would be shut down for two weeks and now we are going on six weeks. Hallquist stated the City works with MN DOT constantly but they would not give us more signage.

4. Consent Agenda

5. Public Hearing

6. Old Business

7. New Business

7.1 Review and Discuss 2021 Preliminary Budget

Helget discussed the 1st review of the 2021 preliminary budget. We must submit the preliminary levy to the County by September 30th. Council discussed the following:

- There is no proposed increase for water and sewer. Water is at about a break even and sewer is showing about a \$90,000 loss. Typically, development has helped with the revenue with the fees collected. Council agreed they do not want to increase the rates for water and sewer.
- It was determined the Personnel Committee needed to meet to discuss any personnel raises.
- The Capital equipment replacement schedule was discussed. With the ladder truck purchase, the 2004 dump truck was moved to replacement in 2022 which would take \$235,000 out of the budget and help the levy.
- Using the formula for the EDA 2021 levy it will increase approximately \$5,000.
- By removing the truck, 3 bonds refinanced, special assessment still coming in (\$10,500 in revenue approximately), the levy increase should be eliminated.
- Council agreed they were looking at a low levy increase of approximately 3%.
- In the past our levy increases have been 11% - 2018, 9.5%-2019 and 13%-2020.
- Some of the areas that were discussed for increases were Parks/Rec for Old Town, Street Projects, Trail lights.
- Council recognizes it costs more money to do the same stuff. They want to look hard at the debt service at the Finance Committee meeting.

Steve ZumBerge, Fire Chief discussed the Fire Department:

- Discussed chart of pay around the County and an increase in pay for NYA Firefighters and Officers
- \$2/hour reflected in the budget but would prefer to be on a schedule with other City Staff in the future
- Interviewing for 5 firefighters
- Outdoor warning siren – \$25,000 in 2020 budget

Tony Voigt, Public Technician Director:

- Lift Station should be comfortable for 5 years
- WWTP garage needs to be re-roofed. Contractor said it has made it well over its life.
- Need to take out generators as the “need” has gone down.
- Feels he will have a better handle on ditch cleaning in the next 3 years
- Move dump truck back to 2022

Karen Hallquist, Economic Development Director

- Historical Downtown Young America Mural
- Underpass mural
- Industrial Blvd./park signage
- Historical walking tour-brochures
- Hotel study
- Drone video tour
- Market Enrichment Grant - \$70,000 was dedicated by the EDC in 2020, 6 out of 7 grants awarded
- EDC would like to propose an additional \$20,000 for Market Enrichment Grants for 2021.
- Regarding the Carver County Small Business Grant, as of Monday 19 businesses in NYA applied.
- Quote for lighting on North Street was approximately \$70,000 to switch out the 5 existing and add 4 more. This does not include restoration of sidewalks. Working with two other electric companies for quotes. This is not included in the 2021 budget.

Mayor Lagergren asked if there were any other comments regarding the budget. Storm stated the Parks Commission would like some direction on sidewalks. Council discussed the different options for sidewalks along with other areas that eventually would need funding: trail lights, sidewalks, main streetlights, Old Town.

Voigt commented he is working with Engineers regarding the water appropriations. We are close to meeting maximum appropriations. Well 3 was rebuilt and the capacity has drastically improved. In the past it was capable of pumping 250,000 gallons per minute. Not ready to put it back online. Stated we may need to demo filter plant and if we need to cap the south well it could reach up to \$100,000 to cap. No budgetary numbers at this time. Lagergren reminded him the numbers for 2021 needed to be to Helget now in order to be included.

Helget reminded the Council we have not received our new permit for the Wastewater plant back yet but based on other Cities we may have improvements that need to be done within 5 years of receiving the permit.

8. Council Member & Mayor and Staff Reports

9. Adjournment

Motion: MM/Ch to adjourn at 7:54 PM. Roll call vote. Motion passed 5-0.

Respectfully Submitted,

Carol Lagergren, Mayor

Angela K. Brumbaugh, Clerk-Treasurer



Attendees: Carol Lagergren, Mike McPadden, Charlie Storms, Craig Heher, Dick Stolz
Staff Present: Steve Helget (City Administrator), Karen Hallquist (Economic Development Director), Tony Voigt (Public Service Director), Angela Brumbaugh (Clerk-Treasurer)
Others: Jake Saulsbury (Bolton & Menk), Lexi Eggers, LaVonne Kroells, Kim Eggers, Mike Eggers

1. Call Meeting of City Council to Order

Mayor Lagergren called the meeting to order at 6:00pm. Roll call of attendance: All members present.

2. Approve Agenda

Motion: CH/CS to approve the amended agenda with the additions of 7.10 Moving of a band shell to Legion Park and 7.11 Schedule a budget work session Roll call vote. Motion passed 5-0.

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

4. Consent Agenda

- 4.1 Approve minutes of August 24, 2020 meetings
- 4.2 Approve payment of Claims
- 4.3 Approve Caver County CDA Community Partnership Initiative Grant Program, Pre-Development Grant Agreement
- 4.4 Approve Retro-pay to Mathew Schlechter for obtaining Pool Certification
- 4.5 Approve Seasonal staff termination of Employment

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

5. Public Hearing -

5.1 Ordinance No. 327, City Council Work Session Starting Time Amendment

Council discussed considering moving the work session which is held on the 4th Monday of the month to be held after the regularly scheduled meeting instead of before it. Chapter 2 of the City Code would have to be amended to allow for the change.

Motion: DS/CS to close the public hearing. Vote 5-0. Motion carried.

6. Old Business - none

7. New Business

7.1 Ordinance No. 327, City Council Work Session Starting Time Amendment

Lagergren commented if this passes it would be effective immediately upon passage and publication. There are several Cities moving to this along with the County Commissioners.

Motion: CH/MM to approve the adoption of Ordinance No. 327 amending Chapter 2 Section 200.03 subdivision 1. Changing the starting time of the work sessions to "following the regular meeting". Roll call vote. Motion passed 5-0.

Motion: CH/MM to approve the summary of Ordinance No. 320 and its publication. Roll call vote. Motion passed 5-0.

7.2 Approve Resolution 2020-26, Special Benefit Levy

Helget informed the Council this portion of the levy is in respect to the Industrial Park. When it was developed, bonds were sold, City Council or EDA had the authority to tax for this project. The levy was started in 2006 and the City has been collecting the special benefit levy since that time. It is based on a percentage of the estimated taxable market value which is .0185%. Our current value which is given to us

from the County is approximately \$325,000,000 which gives us \$60,164 for 2021. Last year we levied \$55,916.

Motion: DS/MM to approve resolution 2020-26, Approving the levy of a Special Benefit Levy Pursuant to Minnesota Statutes, Section 469.033, Subdivision 6 by the Norwood Young America Economic Development Authority. Roll call vote. Motion passed 5-0.

7.3 Approve 2nd Avenue Lift Station and Street Reconstruction Preliminary Design and Feasibility Study

Jake Saulsbury with Bolton & Menk discussed the scope of work and tasks:

Task 1: Geotechnical Evaluation & topographic survey - Fee \$ 9,700

Task 2: Preliminary Design & Feasibility Study - Fee \$55,400

Task 3: Public Hearing - Fee \$ 1,200

Task 4: Other Tasks as directed - Fee TBD

Saulsbury discussed the project fee estimate would be approximately \$74,800. Saulsbury discussed that the lift station is very critical due to the amount of sewage it carries. Lagergren questioned how long the feasibility is good for. Saulsbury stated the feasibility study is good however if a public hearing is called then the project would have to proceed within 6 months or the public hearing would have to be done again. An update could be done if the time frame is after the 6 months.

Motion: CS/CH to approve the 2nd Ave SE Lift Station and Street Reconstruction Preliminary Design and Feasibility Study. Roll call vote. Motion passed 5-0.

7.4 Approve Joint Powers and Joiner Agreement for the Carver County Small Business Emergency Assistance Fund

Council had agreed to allocate \$155,000 of the \$288,779 to the Carver County CDA. Helget did state we are making enough funds available to fund 15 applications plus the administrative fee of \$5,115. Hallquist contacted CDA last Friday and NYA businesses are approximately 25 applicants. The CDA money will be given in grants first and the Norwood Young America businesses who do not get selected on the first random selection will be eligible for a second random selection from the NYA funds. Only NYA businesses are eligible for this money. Lagergren reminded the Council a motion was made on August 24th, 2020 to allocate \$155,000 to Carver County CDA.

Motion: DS/MM to approve the additional payment of \$115 to Carver Co CDA for the Small Business Fund. Roll call. passed 5-0.

Motion: CH/CS to approve the Joint Powers and joiner Agreement for the Carver County Small Business Emergency Assistance Fund. Roll call. passed 5-0.

7.5 Approve declaring Bucket Truck as Surplus Property and Auctioning for Sale.

The 2003 Ford F450 truck is surplus equipment after we accepted delivery of the 2020 Ford F550 aerial lift truck. Any funds received for this truck will go back to the Capital Fund.

Motion: CS/MM to declare the 2003 Ford F450 aerial lift truck as surplus equipment and to auction its sale. Roll call vote. Motion passed 5-0.

7.6 Approve Recreation Agreements with Central School for usage of Fields

It was discussed by having it in writing it explains what the School's and the City's responsibilities are. There are separate agreements for the soccer fields and baseball/softball. The School will also be approving the agreements at their meetings. The language on the concessions was discussed by Storm. The intent was to not have the City responsible. Storm reminded the Council other groups used concessions at fundraisers.

Motion: DS/CH to table the Recreation Agreements with Central School for usage of Fields. Roll call vote. Motion passed 5-0.

7.7 Approve Elm Street Municipal Parking Lot Landscape Project

Project was identified by the joint committee as one of the Downtown Redevelopment Plans. Three landscapers were given the plan with two bids being returned. After returning their bids, Fritz Bobcat & Landscaping contacted Hallquist to let her know the cement contractor had increased the price which would increase his quote from \$9,257 to \$13,007. The other estimate was from TurfWorx Landscaping for

\$14,209. If you take the curbing from both bids they would be as follows: Turfworx Landscaping - \$9,109 and Fritz Bobcat & Landscaping - \$7,382

Motion: MM/CH to approve Tom Fritz of Fritz Bobcat & Landscaping for completion of the Elm Street Municipal Parking Landscaping Project (less the concrete) in the amount of \$7,382. Roll call vote. Motion passed 4-1 with Stolz opposed.

Three estimates were received for the cement curbing only: Fritz Bobcat & Landscaping - \$5,625; Turfworx Landscaping - \$5,100; and Bruch Concrete - \$3,750.

Motion: MM/CH to approve Nathan Bruch of Bruch Concrete for the completion of the Elm Street Municipal Parking Lot cement curbing in the amount of \$3,750. Roll call vote. Motion passed 4-1 with Stolz opposed.

7.8 Approve Sunflower Field Marketing Project

Lexi Eggers discussed dedicating a field for Johnny O to plant sunflowers. She discussed how everything is open sunup to sundown with no cost. A couple of spots discussed was Lakewood Trail across from Prairie Dawn Park or the green space next to Serv-A-Dock off Industrial Blvd. Storm mentioned that the lot by Serv-A-Dock was also thought of for a dog park. Stolz questioned who pays for preparing soil, fertilizing, etc. Eggers stated Johnny does if he approves your city to be chosen. Hallquist stated this is brought forward to find out if the Council would like to pursue it. It was discussed that the Council would like to see a contract. Another question would be what happens in a few years? Will the land be put back to its previous state and what about the insurance factor? If it is on City property, there has to be an agreement of who the field is dedicated to. At this time Lexi Eggers is not sure on a timeline.

7.9 Consider EDC 2021 Budget

Hallquist stated the following items listed are items the Economic Development commission is recommending for the 2021 budget: Mural Historic Downtown Young America - \$8,000; Underpass art project - \$3,000; Industrial Blvd Business & Tacoma West Industrial Park Signage, Historic Walking Tour - \$14,000 for a total of \$25,000. Staff would like to recommend budgeting \$20,000 to go towards the revolving loan fund which would be dedicated to the Market Enrichment Grant Program. No action was taken but Council stated they would be discussing it further at the budget meeting.

7.10 Consider moving a band shell to Legion Park

LaVonne Kroells gave a little history and showed the pictures on the band shell. The current owners would like to donate it back to the City and LaVonne would like the approval of the City in order to fundraise as the intent is there isn't any costs to the City. Her intent is there would not be steps that way it is handicap accessible. It would be placed on a concrete pad. The idea is to move it to the East side of the park. The Willkommen Heritage Board would like to bring it as close back to the original look as possible. The Heritage Board has bids on stamped concrete, roof repair and labor. They do not have the exact amount on the moving yet. LaVonne stated they are looking at a cost of approximately \$10,419. She stated there is Legacy grant money but we can't get that money unless it is on public property. After talking to Carver County Historical, she was told it may not be a good idea to go after the grant because the Legacy grant is mainly used to research it. To get them to do the research it would be anywhere between \$6,000-\$7,000. LaVonne would like to work on raising the money this winter and would like to have it moved before winter but is afraid that wouldn't be plausible.

Council discussed many areas such as insurance and liability of moving it. Would it be donated to the City as they haven't seen any paperwork on that yet. Would the City have to get quotes for moving it or would someone else be doing that? Helget stated typically if the City is paying the bills it must be done through the City. Typically, if a building is moved the City has required our building official inspect it first.

McPadden stated he likes the idea of saving old buildings and if we are going to do it we need to do it now. Heher stated he likes the idea of preservation of buildings but he has some concerns that were discussed: insurance, mobility of moving, soundness of the structure. Storm stated he is interested in moving it and appreciates the work LaVonne has done and planning on no cost to the City. Stolz agrees he believes in preservation also if we do what municipalities have to do, we just need to do it the right way. Lagergren stated we just need to be sure we are doing it correctly. We just need to be sure we know who has the

insurance, etc. A drawing where the intent to put it would be nice so we can make sure it doesn't interfere with any other plans we may have.

7.11 Schedule a Special Meeting for Continuation of Budget Work session

Motion: CH/MM to schedule a Special meeting of the City Council to continue reviewing the 2021 budget for Wednesday, September 23rd, 2020 at 6 p.m. to be held in the Council Chambers. Roll call vote. Motion passed 5-0.

8. Council Member & Mayor and Staff Reports

Heher (Planning Commission): Reviewed the language on the Residential Usage on the first floor of the C3 Downtown District and came up with some verbiage. We will likely call for a public hearing at the first meeting in October. Reviewed the expansion of the nonconformance which was part of the City Council work session. Discussed the zoning code review and amendments that were put on hold because of the comp plan review.

McPadden (Economic Development): Working on some lighting for the Mural. Manufacturers Week is in October. Going to do a box lunch and deliver it to the businesses. Looking at purchasing more holiday decorations. Preliminary work on the Industrial Park signs.

Stolz (Senior Advisory): Meet on Thursdays so nothing at this time.

Storms (Parks and Rec): Nothing at this time.

Lagergren (Mayor): Received a text from Jeremy, President of the YA baseball club. Thanking the Council for allowing them to play ball. Kudos to the YA Cardinals for making it to the quarter finals of the Amateur State Baseball Tournament. Conference call with members of the County including the COVID 19 Emergency Operations group. They are targeting people to get their flu shots. Some of the Cares money from the County is going to support medical mobile clinic with Ridgeview Medical Center for giving immunizations and do testing. October 28th will be another food distribution giveaway event which will be held in Norwood Young America. Nothing formal for funding from the State as of yet but we will have to keep watching to see how it affects us.

Helget (City Administrator): Nothing to add.

9. Adjournment

Motion: MM/CS to adjourn at 7:50 PM. Roll call vote. Motion passed 5-0.

Respectfully Submitted,

Carol Lagergren, Mayor

Angela K. Brumbaugh, Clerk-Treasurer



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

To Be Approved: September 28, 2020

<u>Payroll EFT</u> (Check #506170 – 506185)	<u>\$17,433.92</u>
Voided checks	
<u>Prepays</u> (Check #31046 – Carver County CDA Approved at the 9/14/2020 council meeting)	\$155,115.00
(check #31097 – Sorensen Studio Freedom Rock)	\$9,599.24
<u>Claims Pending Payment</u> (Check Sequence 31047 - 31096)	\$ 61,392.47
<u>E-check – cardmember service</u>	\$2,512.38
Grand Total	<u>\$246,053.01</u>

CITY OF NORWOOD YOUNG AMERICA

09/24/20 2:07 PM

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***Check Detail Register©**

SEPTEMBER 2020

			Check Amt	Invoice	Comment
10100 CHECKING					
Paid Chk#	031047	9/28/2020	ASSURED SECURITY		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$846.60	101293	locks/keys-new doors Pavilion
	Total ASSURED SECURITY		\$846.60		
Paid Chk#	031048	9/28/2020	BERKLEY RISK ADMIN COMPANY		
E 101-41400-151	Workers Comp: Insurance Prem		\$272.24	city clerk	add'l worker's comp after audit
E 101-41110-151	Workers Comp: Insurance Prem		\$13.35	council	add'l worker's comp after audit
E 101-42200-151	Workers Comp: Insurance Prem		\$1,361.19	fire	add'l worker's comp after audit
E 101-41940-151	Workers Comp: Insurance Prem		\$101.42	Gen gov bldg	add'l worker's comp after audit
E 101-43100-151	Workers Comp: Insurance Prem		\$2,143.21	hways street	add'l worker's comp after audit
E 101-45200-151	Workers Comp: Insurance Prem		\$523.12	parks	add'l worker's comp after audit
E 101-49860-151	Workers Comp: Insurance Prem		\$250.89	pool	add'l worker's comp after audit
E 602-49450-151	Workers Comp: Insurance Prem		\$362.98	sewer	add'l worker's comp after audit
E 601-49400-151	Workers Comp: Insurance Prem		\$309.60	water	add'l worker's comp after audit
	Total BERKLEY RISK ADMIN COMPANY		\$5,338.00		
Paid Chk#	031049	9/28/2020	CARVERLINK-CARVER CO BROADBAND		
E 601-49400-321	Telephone		\$137.28		
E 602-49450-321	Telephone		\$57.28		
E 101-42200-321	Telephone		\$142.58		
E 101-43100-321	Telephone		\$80.80		
E 101-45200-321	Telephone		\$34.63		
E 101-49860-321	Telephone		\$28.99		
E 101-41940-321	Telephone		\$114.61		
E 101-41300-321	Telephone		\$63.09		
E 101-41320-321	Telephone		\$63.09		
E 101-41400-321	Telephone		\$63.09		
E 101-46500-321	Telephone		\$21.03		
E 101-42100-321	Telephone		\$105.15		
E 101-45500-321	Telephone		\$105.15		
E 101-41940-321	Telephone		\$145.46	2618	
	al CARVERLINK-CARVER CO BROADBAND		\$1,162.23		
Paid Chk#	031050	9/28/2020	CENTER POINT		
E 101-41940-383	Gas Utilities		\$23.88		
E 601-49400-383	Gas Utilities		\$18.32		
E 101-41940-383	Gas Utilities		\$17.06		
E 101-41940-383	Gas Utilities		\$17.06		
E 602-49450-383	Gas Utilities		\$18.23		
E 601-49400-383	Gas Utilities		\$64.25		
E 602-49450-383	Gas Utilities		\$18.94		
E 602-49450-383	Gas Utilities		\$18.32		
E 602-49450-383	Gas Utilities		\$18.32	9/4/20	
	Total CENTER POINT		\$214.38		
Paid Chk#	031051	9/28/2020	CITIZEN STATE BANK HSA ACCTS		
G 101-21718	HSA ACCOUNT		\$1,307.99	September 20	

CITY OF NORWOOD YOUNG AMERICA

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***Check Detail Register©**

SEPTEMBER 2020

			Check Amt	Invoice	Comment
Total HYDRO ENGINEERING INC			\$15.35		
Paid Chk# 031064	9/28/2020	KROELLS, RON			
E 833-45250-470	Donation Expense		\$163.18	Legion	clear coat for freedom rock
E 832-45250-470	Donation Expense		\$163.19	VFW	clear coat for freedom rock
Total KROELLS, RON			\$326.37		
Paid Chk# 031065	9/28/2020	LANO EQUIPMENT			
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$24.84	52742	
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$26.84	52857	
E 101-43100-221	Repair/Maintenance Equipment		\$15.06	52882	
E 101-43100-221	Repair/Maintenance Equipment		\$7.53	52884	
E 101-43100-221	Repair/Maintenance Equipment		\$30.12	52887	
E 101-43100-221	Repair/Maintenance Equipment		\$9.29	53333	new plow for loader
Total LANO EQUIPMENT			\$113.68		
Paid Chk# 031066	9/28/2020	LOCAL LAWN CARE			
E 101-41320-314	Contracts Payments		\$86.45	3357	mowing 120 Elm
Total LOCAL LAWN CARE			\$86.45		
Paid Chk# 031067	9/28/2020	MAC QUEEN EQUIPMENT INC			
E 101-42200-221	Repair/Maintenance Equipment		\$140.76	P03988	cable
Total MAC QUEEN EQUIPMENT INC			\$140.76		
Paid Chk# 031068	9/28/2020	MARCO TECHNOLOGIES LLC			
E 101-41400-437	Maintenance Contract		\$141.50	7967653	
E 101-41400-437	Maintenance Contract		\$1,473.83	7983935	
Total MARCO TECHNOLOGIES LLC			\$1,615.33		
Paid Chk# 031069	9/28/2020	MI-BOX MOVING & MOBILE STORAGE			
E 101-41320-314	Contracts Payments		\$179.99	4490	storage
E 101-41320-314	Contracts Payments		\$79.99	4511	to auctioneer
Total MI-BOX MOVING & MOBILE STORAGE			\$259.98		
Paid Chk# 031070	9/28/2020	MID-COUNTY CO-OP OIL ASSN			
E 101-45200-212	Motor Fuels		\$217.58		
E 602-49450-212	Motor Fuels		\$217.58		
E 101-43100-212	Motor Fuels		\$290.11	49472	
Total MID-COUNTY CO-OP OIL ASSN			\$725.27		
Paid Chk# 031071	9/28/2020	MINI BIFF			
E 101-45200-418	Other Rentals (Biffs)		\$122.40	A-117762	
E 101-45200-418	Other Rentals (Biffs)		\$214.20	A-118275	
E 101-45200-418	Other Rentals (Biffs)		\$122.40	A-118296	
Total MINI BIFF			\$459.00		
Paid Chk# 031072	9/28/2020	MINNESOTA VALLEY TESTING LAB			
E 602-49450-217	Lab Fees		\$36.20	1051230	

CITY OF NORWOOD YOUNG AMERICA

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SEPTEMBER 2020

			Check Amt	Invoice	Comment
E 101-41500-304	Legal Fees		\$1,649.00	11382	
Total	RUPP, ANDERSON, SQUIRES, PA		\$1,649.00		
Paid Chk#	031085	9/28/2020	SECURITY BANK & TRUST		
G 101-21718	HSA ACCOUNT		\$866.66	September 20	
Total	SECURITY BANK & TRUST		\$866.66		
Paid Chk#	031086	9/28/2020	SRF CONSULTING GROUP INC		
E 101-41320-310	Other Professional Services		\$240.74	10479.00-20	final payment comp plan
Total	SRF CONSULTING GROUP INC		\$240.74		
Paid Chk#	031087	9/28/2020	STRACK CONSULTING LLC		
E 101-41320-305	Other Professional Fees		\$840.00	1159	
Total	STRACK CONSULTING LLC		\$840.00		
Paid Chk#	031088	9/28/2020	SUN LIFE ASSURANCE COMPANY		
G 101-21707	Disability Insurance		\$1,581.02		STD/LTD thru Sept 2020
Total	SUN LIFE ASSURANCE COMPANY		\$1,581.02		
Paid Chk#	031089	9/28/2020	TOP NOTCH TURF		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$391.00	NORDEN0920	Sept mowing
Total	TOP NOTCH TURF		\$391.00		
Paid Chk#	031090	9/28/2020	UNUM LIFE INSURANCE CO		
G 101-21715	Life Ins		\$117.77		Oct life insurance
G 101-21715	Life Ins		\$44.80	9/14/20	Oct life insurance
Total	UNUM LIFE INSURANCE CO		\$162.57		
Paid Chk#	031091	9/28/2020	US POSTAL SERVICE		
E 602-49450-350	Print/Publishing/Postage		\$138.70		
E 601-49400-350	Print/Publishing/Postage		\$138.70		
E 603-49500-350	Print/Publishing/Postage		\$138.70	Sept 2020	utility bills
Total	US POSTAL SERVICE		\$416.10		
Paid Chk#	031092	9/28/2020	VOIGT, TONY		
E 602-49450-207	Training Instructional		\$330.05		olid certification-travel to St Cloud
E 601-49400-350	Print/Publishing/Postage		\$4.60	8/24/20	
Total	VOIGT, TONY		\$334.65		
Paid Chk#	031093	9/28/2020	WIGFIELD DESIGN		
E 101-43100-221	Repair/Maintenance Equipment		\$110.00	1379	lettering on bucket truck
E 101-46500-350	Print/Publishing/Postage		\$125.00	1380	banner for truck traffic
Total	WIGFIELD DESIGN		\$235.00		
Paid Chk#	031094	9/28/2020	WM MUELLER & SONS INC		
E 101-43100-224	Street Maint Materials		\$217.44	259996	
E 101-43100-224	Street Maint Materials		\$193.92	260071	
E 101-43100-224	Street Maint Materials		\$311.00	260140	

CITY OF NORWOOD YOUNG AMERICA

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SEPTEMBER 2020

		Check Amt	Invoice	Comment
10100 CHECKING				
Paid Chk#	031097	9/24/2020	SORENSEN STUDIOS	
E 833-45250-470	Donation Expense	\$4,799.62	Legion	Freedom Rock
E 832-45250-470	Donation Expense	\$4,799.62	VFW	Freedom Rock
	Total SORENSEN STUDIOS	\$9,599.24		
	10100 CHECKING	\$9,599.24		

Fund Summary

10100 CHECKING	
832 DONATIONS - VFW	\$4,799.62
833 DONATIONS - LEGION	\$4,799.62
	\$9,599.24

CITY OF NORWOOD YOUNG AMERICA

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SEPTEMBER 2020

Check Amt Invoice Comment

10100 CHECKING

Paid Chk#	030970E	9/24/2020	CARDMEMBER SERVICE	
E 101-43100-221	Repair/Maintenance Equipment		\$276.07	
E 601-49400-350	Print/Publishing/Postage		\$4.60	
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$55.08	
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$92.76	
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$469.00	
E 101-45200-210	Operating Supplies		\$251.27	
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$186.58	
E 602-49450-211	Personal Protection Equipment		\$124.40	
E 101-42200-210	Operating Supplies		\$83.75	
E 101-42200-305	Other Professional Fees		\$90.51	
E 101-41320-314	Contracts Payments		\$6.95	
E 101-41320-350	Print/Publishing/Postage		\$400.94	
E 101-41400-200	Office Supplies		\$386.47	
E 101-41400-200	Office Supplies		\$84.00	
	Total CARDMEMBER SERVICE		\$2,512.38	
	10100 CHECKING		\$2,512.38	

Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$2,328.30
601 WATER FUND	\$4.60
602 SEWER FUND	\$179.48
	\$2,512.38



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: September 28, 2020

SUBJECT: 2021 Prosecution Contract

Mark Metz, Carver County Attorney, will be present to review the proposed 2021 Prosecution Contract and to provide on the County Attorney Office's activities.

Enclosed is a copy of the 2021 Prosecution Contract and for comparison a copy of the 2020 Contract.

Recommended Motion:

Motion to approve the 2021 Prosecution Contract.

2021 PROSECUTION CONTRACT

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

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

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

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

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

1. Enabling Authority.

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

2. Purpose

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

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

3. Services.

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

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2021, and extending through December 31, 2021.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$3,891.23 is to be paid by the City of Norwood Young America to the Carver County Attorney's Office in four equal installments by April 15, 2021, July 15, 2021, October 15, 2021 and January 15, 2022.

6. Ordinances.

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

7. Data.

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

8. Audit.

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

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

9. Indemnification.

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

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

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

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

10. Nonwaiver, Severability and Applicable Laws.

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

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

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

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2021.

12. Merger and Modification.

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

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

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

CITY OF NORWOOD YOUNG AMERICA

IN PRESENCE OF:

BY: _____
Mayor

City Administrator

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____

2020 PROSECUTION CONTRACT

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

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

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

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

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

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

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

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

CITY OF NORWOOD YOUNG AMERICA

BY: Carol Lagergren
Mayor

Date: 11-25-19

IN PRESENCE OF:

Steve Hughes
City Administrator

Date: 11-25-19

COUNTY ATTORNEY

Mark Metz
Mark Metz
Carver County Attorney

Date: 12/6/19

IN PRESENCE OF:

COUNTY OF CARVER

BY: [Signature]
County Administrator

Date: 12/12/19



TO: Honorable Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, City Clerk / Treasurer

DATE: September 28, 2020

RE: Appointing Election Judges

Listed in Resolution 2020-27 are additional election judges for the 2020 General Elections. Karen Hallquist has been in contact with all of them and given them the needed information for training. The election day is November 3, 2020.

Recommendation:

A motion to adopt Resolution 2020-27 a resolution appointing election judges for the 2020 Elections.

Norwood Young America

RESOLUTION 2020-27

A Resolution Appointing Election Judges for the 2020 General Elections

WHEREAS, the City of Norwood Young America, in accordance with State Law, will hold a General Election within the City on November 3, 2020; and

WHEREAS, the official polling place will be at City Hall located at 310 Elm Street West, Norwood Young America, and the polls will be open from 7:00am to 8:00pm; and

BE IT FURTHER RESOLVED, that the below listed individuals are hereby appointed to serve as election judges for the 2020 Elections and will be paid \$10.00 per hour and the individuals appointed as head judge and assistant head judge would be paid \$11.00 per hour, excluding the two marked City Employees who would get their normal rate of pay.

2020 Election Judges:

Mary Balzum
Brittany Buchman
Amy Corrigan
Renee Garfunkel
Jody Genz
Amanda Ladyha
Mike Mooney

Abby Murphy
Eloise Swanson
Jill Thiesfeld
Kate ZumBerge
Karen Hallquist (City Employee)
Angela Brumbaugh (City Employee)

BE IT FURTHER RESOLVED, that in case an appointed judge is unable to serve, the City Clerk/Treasurer is authorized to appoint a substitute judge.

Adopted by the City Council this 28th day of September 2020.

ATTEST:

Carol Lagergren, Mayor

Angela K. Brumbaugh, City Clerk/Treasurer



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: September 28, 2020

SUBJECT: CARES Act City Expenses Update

The City of Norwood Young America has received \$288,779 in CARES Act or federal Coronavirus Relief Fund aid. The CARES Act is designed to provide economic assistance to entities struggling due to the COVID-19 pandemic.

Qualifying expenses must be due to actions taken to respond to the public health emergency, including expenditures incurred to respond directly to the emergency, as well as expenditures incurred to respond to second order effects, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures. It also includes expenditures not accounted for in the City's budget, but it cannot be used for loss of revenue.

Qualifying expenses must occur during the covered period, which for cities is March 1, 2020, to November 15, 2020. There are two limited exceptions. Payroll expenses incurred through November 15 and paid on the next regularly scheduled payroll are allowed. Additionally, items or services ordered with expected delivery by November 15, which are delayed due to supply chain disruption, are allowed.

The City is documenting its expenses to be used later to explain our decisions to our auditor who is tasked with reviewing the expenses incurred and determining if they were qualifying expenses.

Enclosed is list of the expenses the City has incurred to date.

Recommended Motion:

No Motion recommended. Information item only.

Norwood Young America

COVID-19 Expenses

CARES Act Funds Received = \$ 288,779

Date	Company/Vendor	Amount	Items	Account	Dept
03/17/2020	AED Professionals	\$ 186.80	Soft Nitrile exam, powder free	101-42200-210 Operating Supplies	Fire
03/17/2020	Zoom Video Communications	\$ 160.96	Standard Pro Annual (Membership ?)	101-42200-305 Other Professional Fees	Fire
03/28/2020	Jefferson Fire & Safety	\$ 924.00	Fireaway 1st Responder Fire Suppress.	101-42200-210 Operating Supplies	Fire
04/01/2020	Orr, Dave	\$ 25.98	8x10 Tarps for covid protection	101-42200-210 Operating Supplies	Fire
04/03/2020	Ancom	\$ 3,827.50	Pagers w/ enhanced communications ability for Covid	101-42200-323 Radio Units	Fire
04/05/2020	Wigfield, Andy	\$ 32.17	Sprayer for surface sanitizer	101-42200-210 Operating Supplies	Fire
04/05/2020	Orr, Dave	\$ 25.98	Decon tarps	101-42200-210 Operating Supplies	Fire
04/05/2020	Zumberge, Steve	\$ 99.69	Thermometer	101-42200-210 Operating Supplies	Fire
04/08/2020	American Flexible Products	\$ 504.00	Face Shields	101-42200-210 Operating Supplies	Fire
04/13/2020	Lagergren, Carol	\$ 1,825.35	Reimburse for laptops	101-41400-200 Office Supplies	City Clerk
04/13/2020	Lagergren, Carol	\$ 13.99	wireless mouse	101-41400-200 Office Supplies	City Clerk
04/13/2020	Lagergren, Carol	\$ 36.49	wireless mouse (2)	101-41400-200 Office Supplies	City Clerk
04/24/2020	Municipal Emergency Services	\$ 8,947.29	Turn out gear (2nd set for responders returning from Covid call (4))	275-42200-541 Capital-Public Safety Equipment	Fire
04/27/2020	Mayer Lumber Co	\$ 164.00	plexiglass/city hall	101-41940-223 Repairs/Maint Bldgs/Grounds	Gen Govt Bldgs
05/11/2020	Mayer Lumber Co	\$ 308.59	Covid 19	101-41940-223 Repairs/Maint Bldgs/Grounds	Gen Govt Bldgs
05/11/2020	Amazon	\$ 39.99	Blue tooth headsets	101-43100-321 Telephone	Hwys Str
05/11/2020	Amazon	\$ 24.99	Blue tooth headsets	100-43100-321 Telephone	Hwys Str
05/11/2020	Amazon	\$ 1,182.76	laptop	101-41400-200 Office Supplies	City Clerk

COVID-19 Expenses

CARES Act Funds Received = \$ 288,779

Date	Company/Vendor	Amount	Items	Account	Dept
05/22/2020	Emergency Response Solutions	\$ 322.33	Fire Helmet	101-42200-542 FD Equipment	Fire
06/07/2020	Droege, Brad	\$ 167.50	Helmet Shields / Disposable Exam Gowns	101-42200-210 Operating Supplies	Fire
07/13/2020	Mayer Lumber Co	\$ 105.50	Pool house-Covid 19	101-49860-223 Repairs/Maint Bldgs/Grounds	Pool
07/24/2020	Amazon	\$ 86.94	Disposable Masks	101-49860-210 Operating Supplies	pool
07/24/2020	Amazon	\$ 57.96	Disinfectant spray-bottles	101-49860-210 Operating Supplies	pool
07/24/2020	Amazon	\$ 107.34	gel hand cleaner	101-41410-350 Print/Publish/Postage	Elections
07/24/2020	Amazon	\$ 32.20	Disposable Masks	101-41400-200 Office Supplies	City Clerk
07/24/2020	Amazon	\$ 107.34	gel hand cleaner	101-49860-210 Operating Supplies	pool
07/27/2020	Mayer Lumber Co	\$ 255.79	Covid 19-Spruce Pine Acrylic	101-41940-223 Repairs/Maint Bldgs/Grounds	Gen Govt Bldgs
08/10/2020	Mayer Lumber Co	\$ 47.60	screens council chambers-COVID	101-41940-223 Repairs/Maint Bldgs/Grounds	Gen Govt Bldgs
08/18/2020	Brisco Brands	\$ 400.00	Face Masks (20 city / 100 FD)	101-42200-210 Operating Supplies	Fire
08/24/2020	Amazon	\$ 90.15	Disposable Masks	101-41400-200 Office Supplies	City Clerk
08/24/2020	Amazon	\$ 120.20	Disposable Masks	101-41400-200 Office Supplies	City Clerk
09/10/2020	Carver County CDA	\$ 150,000.00	Small Business Grant Opportunities	101-42990-454 Grant Funding	Covid
09/10/2020	Carver County CDA	\$ 5,115.00	Administration of the Sm Business Grant	101-42990-454 Grant Funding	Covid
04/30/2020	Utility Late Fee Waiver	\$ 5,040.12	Utility late fee waived		
05/30/2020	May Late Fee Waiver	\$ 4,467.99	Utility late fee waived		
06/30/2020	June Late Fee Waiver	\$ 5,062.55	Utility late fee waived		

COVID-19 Expenses

CARES Act Funds Received = \$ 288,779

Date	Company/Vendor	Amount	Items	Account	Dept
05/11/2020	Lazy Loon Bowling & Event Center	\$ 400.00	Liquor license refunded-prorated	101-41400-432 Refund	City Clerk
05/11/2020	Last Call Too Inc	\$ 400.00	Liquor license refunded-prorated	101-41400-432 Refund	City Clerk
05/11/2020	Northside Grill LLC	\$ 350.00	Liquor license refunded-prorated	101-41400-432 Refund	City Clerk
05/11/2020	The Pour House Pub	\$ 525.00	Liquor license refunded-prorated	101-41400-432 Refund	City Clerk
05/11/2020	Gasthouse Inc	\$ 400.00	Liquor license refunded-prorated	101-41400-432 Refund	City Clerk
05/11/2020	Mid-Town Family Restaurant	\$ 90.00	Liquor license refunded-prorated	101-41400-432 Refund	City Clerk
05/11/2020	Stiftungsfest Inc	\$ 25.00	Liquor license refunded-prorated	101-41400-432 Refund	City Clerk
09/03/2020	Council laptops	\$ 3,824.95	laptops for zoom meetings, etc	100-41110-	
09/21/2020	Amazon	\$ 182.49	laptop bags, mouse	100-41110-	
	Harbor expenses				
	Newsletters				
		<u>\$ 196,114.48</u>			
	Staff quarantine (see other page)	\$ 4,054.49			
	Additional staffing for Pool (other page)	\$ 3,542.70			
	Total Expended to Date	\$ 203,711.66			
	Outstanding Balance not accounted for	<u>\$ 85,067.34</u>			



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: September 28, 2020

SUBJECT: Historic Bandshell Relocation to Legion Park Proposal Update

At the September 14th regular City Council meeting, LaVonne Kroells representing the Willkommen Heritage & Preservation Society requested a historic Bandshell be relocated from a private property located in Norwood Young America to Legion Park. LaVonne stated the entire cost for moving the Bandshell and doing the necessary structural improvements would be paid solely by the Heritage Society.

The Council stated they would be in favor of allowing the Bandshell to be moved to Legion Park contingent upon the Bandshell being inspected by the City's Building Official prior to moving, receiving additional estimated costs, and agreements be executed between the appropriate parties.

The Bandshell will be inspected by the City's Building Official on September 28th prior to the City Council meeting. A report on his findings/recommendations will be provided at the meeting. Enclosed are draft agreements for the Council's consideration.

The purpose of this item on the Council agenda is to provide an update and to obtain any Council feedback at this time.

Recommended Motion:

No action recommended. Information update only.

Norwood Young America

BANDSHELL DONATION AGREEMENT

This Bandshell Donation Agreement ("Agreement") is entered into by and between the City of Norwood Young America, Minnesota ("City") and Danielle Beisell ("Donor") pursuant to Minnesota Statutes sections 465.03 and 471.15-471.19.

WHEREAS, pursuant to Minnesota Statutes section 465.03, the City is authorized to accept gifts and donations of real and personal property and to maintain them for the benefit of its citizens in accordance with the terms prescribed by the donor; and

WHEREAS, Donor has offered to donate a Bandshell located on the Donor's property to the City to be placed in Legion Park, a city public park; and

WHEREAS, the City and Donor mutually desire to enter into this Agreement for the purpose of defining the specific terms and conditions for the donation and acceptance of the Bandshell.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose of Donation.** The Donor shall donate the Bandshell to the City, which presently intends to place it in Legion Park to be enjoyed by park users. The City maintains final decision-making authority with respect to structural improvements and maintenance, and any expenditure of funds related thereto.
2. **Agreement is Contingent.** This Agreement is contingent upon the City entering into an agreement with the Willkommen Heritage & Preservation Society who will be financially liable for the costs associated with removing the Bandshell from the Donor's property, relocating it to Legion Park, and performing such structural improvements as defined in that Agreement between the two parties.
3. **Effective Date of Agreement.** This Agreement will not become effective unless and until approved by the City Council of the City of Norwood Young America at a duly called meeting.
4. **Relationship of the Parties.** Nothing in this Agreement may be construed to create a partnership, joint venture, or independent contractor relationship between the parties. The parties are not authorized and have no power under this Agreement to take any action that could legally bind the other party. The parties' relationship is governed solely by this Agreement.
5. **Authority.** Each party represents that the execution and performance of this Agreement has been duly authorized by all necessary action on its part and that this Agreement is binding and enforceable in accordance with its terms.

6. **Governing Law.** This Agreement and the rights of the parties will be governed, construed, and enforced in accordance with the laws of the State of Minnesota.
7. **Severability.** If any provision of this Agreement is found to be unenforceable by a court of law, the remaining portions of this Agreement will remain in full force and effect.
8. **Entire Agreement; Amendment; Copies.** This Agreement constitutes the full and complete agreement between the parties with respect to the Bandshell donation. The parties to this Agreement have not relied on any promise, representation, statement, or inducement that is not expressly stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties. A copy of this Agreement will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CITY OF NORWOOD YOUNG AMERICA

DANIELLE BEISELL

By: _____
Its Mayor

By: _____
Danielle Beisell

By: _____
Its City Administrator

Date: _____

Date: _____

RASW: 107245

AGREEMENT

This Agreement ("Agreement") is entered into by and between the City of Norwood Young America, Minnesota ("City") and the Willkommen Heritage & Preservation Society ("Heritage Society") pursuant to Minnesota Statutes sections 465.03 and 471.15-471.19.

WHEREAS, pursuant to Minnesota Statutes section 471.17, the City is authorized to accept gifts and bequests for the benefit of public recreational services; and

WHEREAS, the Heritage Society approached and proposed to the City that it accept a Bandshell donation from Danielle Beisell, 226 Reform Street S., Norwood Young America, (Donor) to be placed in Legion Park; and

WHEREAS, the City and the Heritage Society mutually desire to enter into this Agreement for the purpose of defining the specific terms and conditions for the City's acceptance of the Bandshell and the Heritage Society's financial obligations for relocating the Bandshell to Legion Park and making structural improvements to the Bandshell.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Condition of Acceptance of Bandshell Donation.** The Bandshell shall be donated by Danielle Beisell to the City. The City maintains final decision-making authority with respect to structural improvements and maintenance, and any expenditure of funds related thereto.
2. **Heritage Society Financial Responsibility.** The Heritage Society shall be financially responsible for all costs associated with removing the Bandshell from the Donor's property and relocating it to Legion Park, and performing structural improvements to include installing a cement base to set the Bandshell onto, reroofing, facia improvements, and any other improvements directed by the City. The Heritage Society shall reimburse the City for said costs upon 30-days of City invoice.
3. **City Responsibility.** The City shall solicit quotes from reputable contractors for moving the Bandshell from the Donor's property to Legion Park, and for the structural improvements described in paragraph 2.
4. **Effective Date of Agreement.** This Agreement will not become effective unless and until approved by the City Council of the City of Norwood Young America at a duly called meeting.

5. **Relationship of the Parties.** Nothing in this Agreement may be construed to create a partnership, joint venture, or independent contractor relationship between the parties. The parties are not authorized and have no power under this Agreement to take any action that could legally bind the other party. The parties' relationship is governed solely by this Agreement.
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7. **Governing Law.** This Agreement and the rights of the parties will be governed, construed, and enforced in accordance with the laws of the State of Minnesota.
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IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CITY OF NORWOOD YOUNG AMERICA

**WILLKOMMEN HERITAGE &
PRESERVATION SOCIETY**

By: _____
Its Mayor

By: _____
Its President

By: _____
Its City Administrator

Date: _____

Date: _____



TO: Mayor Lagergren and City Council Members

FROM: Steve Zumberge, Emergency Manager

DATE: September 28, 2020

RE: Outdoor Warning Siren Project

Following a directive from the 2019 Norwood Young America City Council, to develop a comprehensive plan to insure that the city of Norwood Young America has an adequate outdoor warning system, in the 2020 Budget, \$25,000 has been budgeted for the purchase of an outdoor siren. The following information was gathered.

- Current siren sound plan
- Proposed siren sound plan that proposes a siren at Prairie Dawn Park 795 Barns lake dr.
- Quote for a 130 db rotating mechanical siren with a solar powered charger.
- Second quote for a 130 db rotating mechanical siren with a solar powered charger.
- Quote for a 130 db rotating mechanical siren with an AC powered charger.
- Quote for siren installation.
- Quote to bring electrical service to Prairie Dawn Park.

Solar powered charger

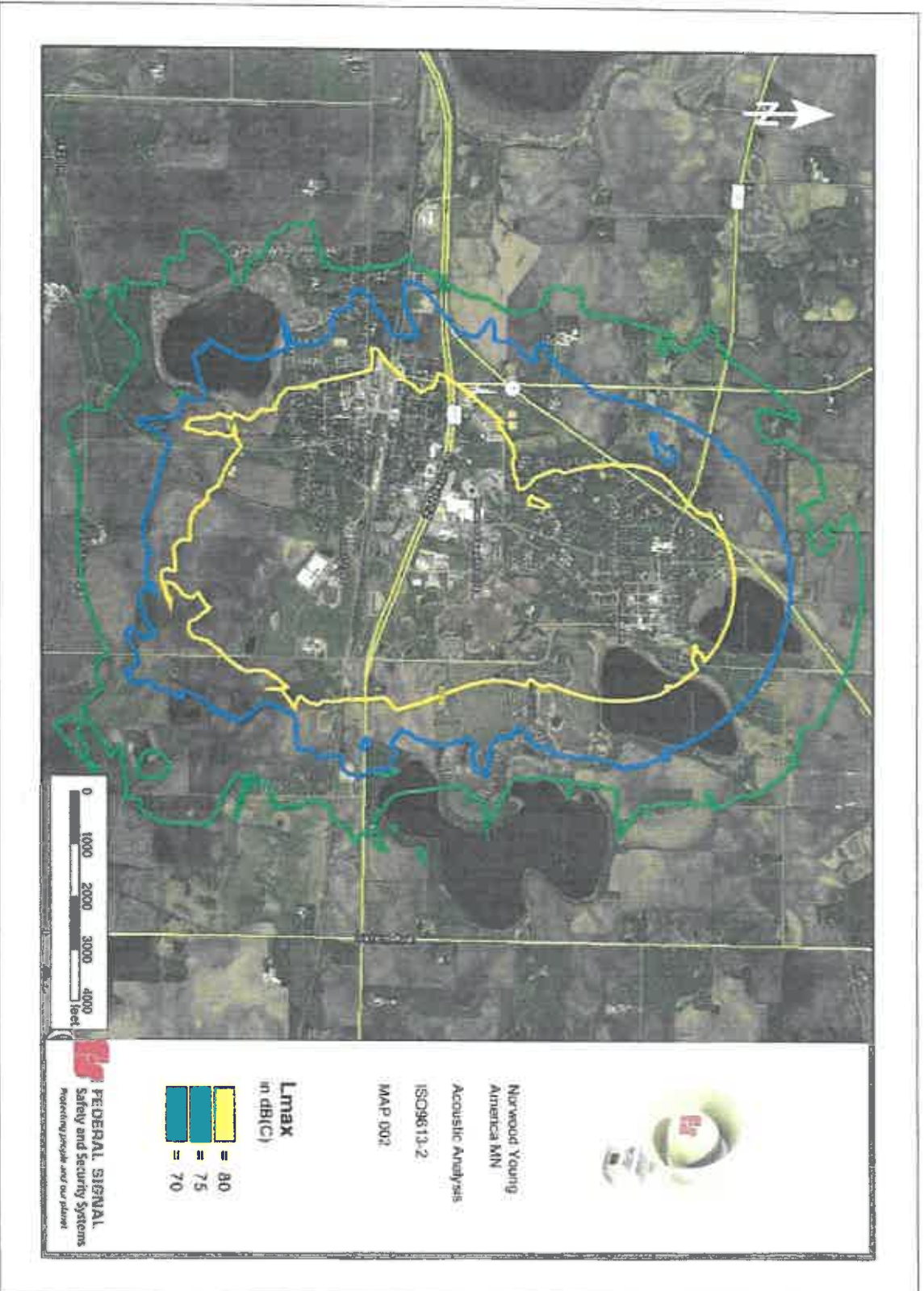
AC powered charger

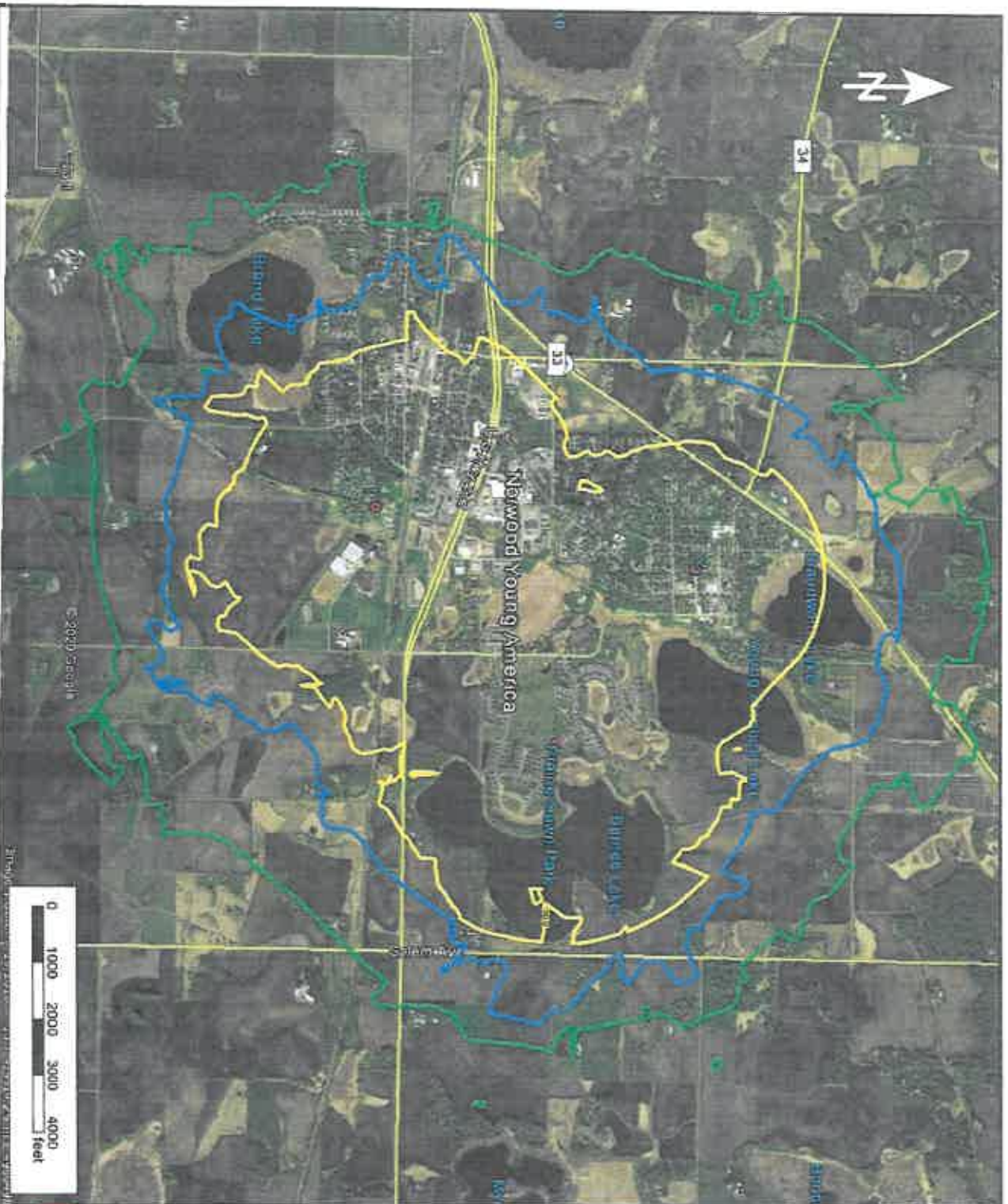
Siren	\$16,295.00	\$13,060.00
Installation	7,256.00	7,265.00
4 deep cell Batteries	500.00	500.00
Power to the park		5203.77
Total	\$24,041.00	\$26,019.77

Proposed Discussion:

Decide whether to install an outdoor emergency siren at Prairie Dawn Park. If yes, solar or AC charger.

Norwood Young America





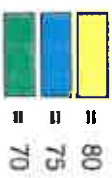
Norwood Young
America MN

Acoustic Analysis

ISO9613-2

MAP 002

Lmax
in dB(c)



FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet.



QUOTATION
FEDERAL SIGNAL CORPORATION
Federal Warning Systems

Quotation No.: FWS 810201252
Reference quote no. on your order

Name Norwood Young America
Co. Name Fire Chief Steven Zumberge
Address 310 Elm Street W
City, State, Zip Norwood Young America, MN 55368
Phone # 952-467-1806
E-Mail stevez@locherbros.com



Date 8/12/2020

Reference Solar Charging System

CUSTOMER COPY
SALESPERSON COPY
OFFICE COPY

Item No.	Qty.	Federal Model/Part #	Description	Net Cost Each	Total Cost
1	1	2001-130	130 db Rotating Mechanical Siren		\$7,325.00
2	1	DCFCBH	DC Control/Battery Cabinet/Two 48VDC		4,725.00
3			Contactors/Receiver/NEMA Aluminum Cabinets		
4			NEMA Aluminum Cabinets		
5	1	PVS240W-48	Photovoltaic Charging System -- 240W Solar		2,800.00
6			Panels/Regulator/Aluminum Pole Mount Bracket		
7	1	ES-ENG	State of MN Solar Acceptance UL Sticker		300.00
8	1	RP164	Ground Plane Antenna		150.00
9	1	10A3	25 ft Coaxial Cable/PL259 Connectors		200.00
10	1	AMB-RP164	Antenna Mounting Bracket		50.00
11	1	ES-SMV	Standard Model Variation 40/20 DTMF Timing		NC
12	1	MISC.	Shipping from Factory		745.00
13	1	TOTAL	Equipment & Shipping		\$16,295.00
14					
15			*Does not include installation on Class 2 Wood Pole		
16			with 4 Deep Cycle Batteries		
17					
18					
19					
20					

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 90 (days / months). This quotation is expressly subject to acceptance by Buyer of all Terms stated on the reverse side hereof, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms on this and the reverse side hereof. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Signal Division, Federal Signal Corporation.

F.O.B. University Park, IL

EST. DEL. WT. _____

DELIVERY 6 - 8 Weeks (ARO)

TERMS Equipment: Net 30 Days Upon Shipment

FREIGHT TERMS See Line Item Above

BY: [Signature]

FWS Sales Representative

ADDRESS: Federal Warning Systems, Inc.
2070 Hart Drive SW
Rochester, MN 55902

BY: _____

Federal Signal / Countersigned

TITLE: _____

Purchase order MUST be made out to:
Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60484



West Shore Services, Inc.

6620 Lake Michigan Dr.
P.O. Box 188
Allendale, MI 49401

Phone: 616-895-4347

Fax: 616-895-7158

QUOTE

Date

Quote #

9/11/2020

3744

Name / Address

NORWOOD YOUNG AMERICA
FIRE CHIEF STEVEN ZUMBERGE
310 ELM STREET W.
NORWOOD YOUNG AMERICA, MN 55368

Terms

Project Name

Net 10

Solar Charging System

Item	Description	Qty	Rate	Total
2001-130	SIREN,DC,ROTATING, 130 dB	1	8,485.00	8,485.00T
DCFCBH	CNTL,DC,ONE-WAY,HIGH BAND	1	5,461.00	5,461.00T
PVS240W-48	SOLAR POWER OPTION, FC	1	3,230.00	3,230.00T
ES-ENG	ENGINEERING SERVICE CHARGE - STATE OF MN SOLAR ACCEPTANCE WITH DECAL	1	650.00	650.00T
RP164	ANT,GROUNDING PLANE	1	167.00	167.00T
10A3	CABLE, 25' PL259 MALE & ADPT	1	215.00	215.00T
AMB-RP164	ANTENNA MOUNTING BRACKET FOR RP164 POLE OR WALL	1	66.50	66.50T
ES-SMV	SPECIAL MODEL VARIATION - 40/20 DTMF TIMING	1	650.00	650.00T
SHIPPING1	SHIPPING CHARGES	1	750.00	750.00

Terms Please note: Attached Sales Agreement Terms and Conditions apply. Sales tax and Shipping not included unless otherwise shown. Electrical service by others unless otherwise quoted. Required permits and/or licenses are the responsibility of others. WSS is not responsible for rock drilling or differing site conditions; if discovered extra charges will apply. 0.00

Package Price - Line item price not available separately and/or for lesser quantities. In case of scope or quantity changes, West Shore reserves the right to modify quote.

Subtotal \$19,674.50

Sales Tax (0.0%) \$0.00

Total \$19,674.50



QUOTATION
FEDERAL SIGNAL CORPORATION
Federal Warning Systems

Quotation No.: FWS
Reference 3 your order

Name Norwood Young America
Co. Name Fire Chief Steven Zumberge
Address 310 Elm Street W
City, State, Zip Norwood Young America, MN 55368
Phone # 952-467-1806
E-Mail stevez@locherbros.com

Date 7/22/2020

Reference

CUSTOMER COPY
SALESPERSON COPY
OFFICE COPY

Item No.	Qty.	Federal Model/Part No.	Description	Net Cost Each	Total Cost
1	1	2001-130	130 db Rotating Mechanical Siren		\$7,325.00
2	1	DCFCBH	DC Control/Battery Cabinet/Charger/Two		4,725.00
3			48VDC Contactors/VHF Narrowband		
4			Receiver/NEMA Aluminum Cabinets		
5	1	RP164	Ground Plane Antenna		150.00
6	1	10A3	35 ft Coaxial Cable/Connectors		200.00
7	1	AMB-RP164	Antenna Mounting Bracket		50.00
8	1	ES-SMV	Standard Model Variation 40/20 DTMF Timing		NC
9	1	MISC.	Shipping from Factory		610.00
10	1	TOTAL	Equipment & Shipping		\$13,060.00
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 90 (days / months). This quotation is expressly subject to acceptance by Buyer of all Terms stated on the reverse side hereof, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms on this and the reverse side hereof. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Signal Division, Federal Signal Corporation.

F.O.B. University Park, IL

EST. DEL. WT.

DELIVERY 6 - 8 Weeks (ARO)

TERMS Equipment: Net 30 Days Upon Shipment

FREIGHT TERMS See Line Item Above

BY: 

ADDRESS: Federal Warning Systems, Inc.
2070 Hart Drive SW
Rochester, MN 55902

BY:
Federal Signal / Countersigned

TITLE:

Purchase order MUST be made out to:
Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60484

Ready Watt ELECTRIC

21269 Jarvis Street NW
Nowthen, MN 55330
PH: 763-241-4944
Fax: 763-241-5245
www.readywattelectric.com
RSchiller@readywattelectric.com

Estimate

Date	Estimate #
9/15/2020	20-417

Name / Address	
Norwood Young America Po Box 59 310 Elm Street W Norwood Young America, MN 55368 Attention: Chief Steve Zumberge	
Project	
20-417 Install Siren	
Description	
<p>Install City's FWS 2001 DC Siren on wood pole.</p> <p>Ready Watt Electric will supply and or install, labor electric material, batteries, electric permit, meter socket.</p> <p>Ready Watt supply 10' pipe and wire for power to Siren, digging by City, pole supplied by City.</p> <p>To woodpecker proof pole add \$780.00</p> <p>Price does not include Power Co charges, snow removal, restoration, un-augarable soil conditions if any. If augured soil is not usable to tamp pole customer to supply.</p> <p>If there are any additional questions please call me. Bob Schiller 612-282-4840 Over 40 years of Civil Defense Siren experience, installation, maintenance, and consulting.</p>	
We look forward to doing business with you. Rob Schiller 612-221-4983	Total \$7,256.00

ACCEPTANCE OF PROPSAL

(must be signed and returned for work to begin)

NOTE: This proposal may be withdrawn by Ready Watt Electric if not accepted within 15 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

795 Barnes Lake Dr. NYA

The price to bore 2ndary 310ft and set a pedestal is \$5,203.77

Thanks,

TJ



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: September 28, 2020

SUBJECT: Water Supply Plan

Enclosed is a letter from Josh Eckstein, Bolton & Menk, providing a background on the City's updated Water Supply Plan. The Plan was approved by Minnesota DNR effective September 10, 2018 (see enclosed letter). Josh will participate in the Zoom meeting and provide an overview of the Plan.

Recommended Motion:

Motion to approve the Water Supply Plan and to certify said approval to the Minnesota Department of Natural Resources.



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

September 22, 2020

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

**RE: Water Supply Plan
Authorization of Water Supply Plan Signature**

Dear Mr. Helget:

Background:

All public water suppliers in Minnesota that operate a public water distribution system, serve more than 1,000 people and / or all cities in the seven-county metropolitan area, must have a water supply plan approved by the Department of Natural Resources (DNR). Water Supply plans must be updated and submitted to the DNR for approval every ten years. The City's water supply plan was updated and submitted to the DNR in August 2018.

An approval letter from the DNR was received by the City on September 10, 2018. Once approved, communities need to complete a Certification of Adoption form, and send a copy to the DNR. The attached Certificate of Adoption document was included with the approval documents and should be executed and returned to the DNR.

Water Supply Plan

The Water Supply Plan includes water supply system information, emergency preparedness procedures and water conservation plans. The plan includes analysis of water demand, water sources, water use trends and resources monitoring. Key topics from the plan include:

- Top water user within the City is the Holiday gas station (2016)
- Storage capacity is adequate, and no additional storage is needed (Page 13)
- Well capacity is inadequate, and additional firm capacity is needed to meet standards (Page 13). Current City well information listed on Page 14 Table 6.
- Treatment capacity is adequate until 2030 but falls short by 2040 if projected demands are realized. (Page 13)
- Average daily demand is trending down (Page 17)
- Daily water level monitoring must be submitted to the DNR on a quarterly basis (Page 20)
- Key Benchmarks for DNR
 - ✓ The 10-year average unaccounted water loss is less than 10%. (Page 38)
 - ✓ The 10-year average residential per capita water demand is less than 75 GPCD (Page 39)
 - ✓ Reduce peak day demand. The 10-year average ratio of maximum day demand to average day demand is less than 2.6 (Page 42)

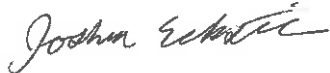
Council Action / Motion Requested

Adopt a resolution adopting the water supply plan and authorizing the City Administrator to execute the Certification of Adoption form, on behalf of the City of Norwood Young America, and submit to the Department of Natural Resources.

I am available at your convenience to discuss this project and answer any questions that you or the City Council may have.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in cursive script, appearing to read "Joshua Eckstein".

Joshua Eckstein, P.E.

cc: Jake Saulsbury, Bolton & Menk

**CERTIFICATE OF ADOPTION
WATER SUPPLY PLAN**

City of Norwood Young America:

Name of Person Authorized to Sign
Certificate on Behalf of the System: Steve Helget

Title: City Administrator

Address: 310 Elm St W
Norwood Young America, MN 55368

Telephone: 952-467-1805

E-mail: cityadmin@cityofnya.com

I certify that the Water Supply Plan approved by the Department of Natural Resources has been adopted by the city council or utility board that has authority over water supply services.

Signed:

Date:

Submit Certificate of Adoption through MPARS

Or mail this certificate to: DNR Waters
Water Permit Program Supervisor
500 Lafayette Road
St. Paul, MN 55155-4032

9/6/17



Minnesota Department of Natural Resources
Ecological and Water Resources
1200 Warner Road
St. Paul, MN 55106

September 10, 2018

Steve Helget, City Administrator
City of Norwood Young America
310 West Elm Street,
P.O. Box 59
Norwood Young America, MN 55368

RE: Norwood-Young America Water Supply Plan

Dear Mr. Helget:

The Department of Natural Resources (DNR) has reviewed the 7/20/2018 updated version of the City of Norwood-Young America's water supply plan along with the accompanying letter. We have found the corrections to be acceptable and I am pleased to advise you that in accordance with Minnesota Statutes, Section 103G.291, Subdivision 3, and on behalf of the Commissioner of the DNR, I hereby **approve your Water Supply Plan**. We encourage the City to complete the attached "Certification of Adoption" form. Please upload the form to the MPARS-Water Supply Plan tab as soon as the City officially adopts the Plan.

The DNR, Minnesota Rural Water Association, and the Metropolitan Council encourage the City to educate its customers on how they can reduce household water use. As mentioned at the Water Supply Planning Workshops, the DNR will be contacting you in approximately five years about progress the City has made on their water conservation goals that are listed in the Water Supply Plan and Master Water Supply Plan. The DNR is particularly interested in the implementation of the actions that the City of Norwood-Young America listed in Appendix 11 of the approved water supply plan. We encourage you to keep records of your success. Metropolitan Council staff are available to support your on-going efforts.

The DNR is pleased to see that statement of intention for resuming the ongoing submittal of required daily water level information in the future. We ask that this data be submitted to the DNR Observation Well Manager, Tim Quan at gwlevelcoor.dnr@state.mn.us on a quarterly basis to allow this data to be easily accessed by the Minnesota DNR.

Attached to this letter is a copy of a water supply plan review checklist containing comments by both the DNR and the Metropolitan Council. These comments may be used to improve the City of Norwood-Young America Water Supply Plan and the management of the City's water supply system. We particularly would like the City of

Norwood-Young America to carefully consider the impacts of the expected large population growth and plan for mitigating impacts associated with this growth. Norwood-Young America should adopt some additional strategies from Table 28, particularly the Green Steps Program. The use of social media should be considered for educating people about water conservation. Partnering with the elementary school and the high school can be highly effective ways to educate people to conserve water.

Within 30 days following the adoption of the City of Norwood-Young America Water Comprehensive Plan, of which the Water Supply Plan is a part, please adopt and submit copies of the local controls identified in the Water Supply Plan to the Metropolitan Council, as required by Minnesota Statutes 473.865. If changes are made to the Water Supply Plan during the full comprehensive plan update, Norwood-Young America will need to submit the updated information to the DNR and Metropolitan Council.

Your efforts on the plan and your commitment to water conservation are appreciated.

Sincerely,

Joe Richter
District Appropriations Hydrologist
Minnesota Department of Natural Resources

cc: Lanya Ross, Metropolitan Council
Carmelita Nelson, DNR Water Supply Plan Coordinator
Jeanne Daniels, EWR South District Manager
Jennie Skancke, EWR Area Hydrologist



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: September 28, 2020
SUBJECT: Community Education Enhanced & Summer Programing Reports

Enclosed are reports from the Central Schools Community Education on their Enhanced and Summer Programs for 2020.

Recommended Motion:

Information item only.

Norwood Young America

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

City of NYA Enhanced Programing

Several years back Community Education was approached by the city to offer more activities for Middle and High School Youth to try and keep them involved in positive activities. The city then provided \$6,000 to help fund getting these programs established. A few years back we dropped this amount to \$3,000 as it seemed more appropriate for what we were able to provide for the city and the youth. **This year the city provided \$1,000 in funding.**

In the past we offered volleyball, chess, acting, robotics, theatre, video gaming, several different kinds of camps, and several outings to places like Mall of America, Taylor Falls, Valley Fair, Twins game, etc. for Middle and High School students. This year our programing was limited due to Covid-19. Here is a listing of what we did offer for Middle School and High School Students.

Speed and Agility:	40 students
Volleyball:	84 students (40 middle schoolers and 44 High Schoolers)
Football:	63 students (26 middle schoolers and 37 High Schoolers)
Log rolling	8 students
Nintendo Coding:	4 students (was able to run as online class)
Video Game Design	3 students (was able to run as online class)
Drawing Camps	3 students (was able to run as online class)
Safe on My Own	9 students
Babysitting Clinic	19 students (two different sections)

A portion of this money has also been used to help pay for the Music in the Park program held at Legion Memorial Park each summer. Again, even though the Music in the Park program was cancelled for the summer of 2020 all bands were booked and contracted and the schedule was set. After it was decided to cancel the program all groups were still paid what they were contracted for.

Just to note, once we were able to get some programing back up and running we did add the following activities which were all held in NYA:

12U Baseball – 18 participants

14U Baseball – 12 participants

10U Baseball – 13 participants

Soccer camp – 15 participants

BB camps with three sections, 22, 24, and 30 participants for a total of = 76 participants

Baseball Clinic with two sections, 24 and 24 players each for a total of = 48 participants

Introduction to sports with two sections, 12 and 14 participants for a total of = 26 participants

City of NYA Summer Programming

Each year Community Education asks the City of NYA for a \$2,000 donation to provide Summer Recreation activities for residents living in the NYA community. These activities included the follow for 2020:

***Summer Ball Program.** Even though this program ended up being cancelled due to COVID-19 we did have everything set for it to run. We took registrations for all ball programs including T-ball, Combo Ball, Peewee Baseball and Softball, Little League Baseball and Crow River Baseball. This includes 255 payers from NYA:

- * Setting up teams, developing game schedule, hiring umps, buying and replacing equipment, field prep, finding and training coaches, supporting coaches, etc.
- * T-Ball 53 players on 6 teams
- * Combo-ball 53 players on 5 teams
- * Peewee Baseball 36 players on 3 tams
- * Peewee Softball 22 players on 2 teams
- * Little League Baseball 12 players on 1 team
- * Crow River Baseball 79 players on 6 teams

Roughly \$700 of donation is used to pay staff to organize, supervise, and deal with situations as they come up.

***Local Park Program.** One park program was offered at the pool park and one at Willkommen Park. The program was offered Mon. – Thursday from 9 – 11 am

*Participants play neighborhood games, make art and craft projects, do science experiments, and just have fun making new friends and playing in area parks.

- * Offered free to NYA residents
- * We had the set limit of 24 children at each park due to Covid-19 requirements. We did have children on the waitlist for both parks,
- * \$300 is used at each park (for a total of \$600) for supplies for the camp.
- * \$700 is used to pay staff for the two camps



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: September 28, 2020

SUBJECT: 2021 Preliminary Property Tax Levy and General Fund Budget

Enclosed is Resolution 2020-28, Preliminary Property Tax Levy payable 2021. The preliminary levy reflects a 3% or \$87,950 property tax increase. The total preliminary levy is \$3,017,107.

In addition, enclosed is Resolution 2020-29, Preliminary 2021 General Fund Operating Budget. The preliminary budget reflects a 5.1% or \$119,450 increase. Also, enclosed is a copy of the 2021 Revenues and Expenditures Budget.

Lastly, based on the Council's discussion at the September 23rd special meeting, enclosed is an updated Capital Equipment Plan.

State law requires the City to approve the preliminary payable 2021 property tax levy and budget prior to September 30th and to certify the preliminary property tax levy by said date to the County.

Proposed is to set a public hearing on the proposed final 2021 Property Tax Levy and Budget for 6:00 p.m., December 14, 2020, in the City Council Chambers.

Suggested Motions:

Motion to approve Resolution 2020-28, A Resolution Adopting A Year 2020 Preliminary Property Tax Levy for the City of Norwood Young America For Collection in 2021.

Motion to approve Resolution 2020-29, A Resolution Adopting the 2021 Preliminary General Fund Operating Budget for the City of Norwood Young America.

Motion to schedule the Truth In Taxation public hearing on the 2021 Property Tax Levy and Budget for 6:00 p.m., December 14, 2020.

Norwood Young America

RESOLUTION 2020-28

A Resolution adopting Fiscal Year 2020 Preliminary Property Tax Levy for the City of Norwood Young America for collection in 2021

WHEREAS, the City of Norwood Young America is dependent upon collection of property taxes to fund a portion of its operating budget and to pay bonded debt obligations.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Norwood Young America, Carver County, Minnesota, hereby adopts the following property tax levy for collection in 2021 upon taxable property in the City of Norwood Young America for the following purposes:

General Fund Levy	\$1,605,533
2009 Taxable Public Project Lease Revenue Bonds	\$148,943
2013B GO Bonds	\$166,981
2016A GO Bonds	\$144,592
2020A GO Bonds	\$413,058
Fund 275 - Capital Replacement	<u>\$538,000</u>
Total Property Tax Levy	\$3,017,107

Adopted by the Norwood Young America City Council this 28th day of September 2020.

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk/Treasurer



TO: Members of the Council
FROM: Personnel Committee
DATE: September 28th, 2020
RE: Hiring of Public Service Technician

On September 16th, the Personnel committee interviewed applicants for the Public Service Technician position. Each candidate also completed a skills test where they were graded on driving, safety, and operations while operating a dump truck, bobcat, and payloader. After much discussion, Mark Streich was recommended to fill the position.

Mark has over 23 years of service with City Government. He worked full time for the City of Brownton for 17 years and the City of Stewart for 6 years. He still works part-time with the City of Brownton and he holds the licensures they need for Water and Wastewater. He has a Class B wastewater and a Class C water license. As the Public Works Supervisor in Brownton he was also responsible for streets, alleys, buildings, parking lots, parks, and a cemetery. Because of the licenses he currently holds, he would be a PST 4 Pay Grade 13, per the job description. The Committee feels he will be a great asset to the City.

RECOMMENDATION: Hire Mark Streich as the Public Service Technician for the City of Norwood Young America at PST4 Pay Grade 13, Step 8 at a rate of \$26.62/hour effective October 5th, 2020.

Norwood Young America



To: Members of the City Council
From: Karen Hallquist and Carol Lagergren
Re: End of Season Pool Update
Date: September 28, 2020

The pool had a very successful season this summer, extending from June 24th through August 14th. The pool was open every day from 1 - 4:30PM and again from 5 - 8PM with a half hour break for sanitation. The average daily attendance for the season was 59 people, with attendance significantly dropping off in August. The pool closed early or opened late 11 times due to severe weather conditions.

- June average daily attendance - 59 people
- July average daily attendance - 67 people
- August average daily attendance - 38 people

Financially, the pool performed comparably to past years. Although there was less revenue, with no swimming lessons, there were also fewer expenses because of the late season opening and the reduction in staff hours for swimming lessons. (see below)

Several cost savings were initiated this year. Our manager was certified to teach lifeguarding classes and she certified four new guards, who started working with the city immediately. In addition, she recertified two guards who intend to return next year. In addition, approximately \$3500 in expenses related to COVID 19 can be reimbursed through CARES Funding, including staffing a fourth guard, disinfecting supplies as well as masks and additional plexiglass barriers in the pool house.

The seasonal staff did an incredible job this season, following safety protocols and making the visitors have a positive and welcoming experience. Thank you to the following managers and guards:

Cambria Jacobs, Manager
Lucy Coffel
Alexis Hill
Colten Latzke
Jake Melsha
Lauren Smith
Noah Strickfaden

Kalie Butcher, Assistant Manager
Allie Fritz
Katy Lacy
Kara Lee
Bennett Molva
Grace Strickfaden
Addie Willems

Norwood Young America



Financial Summary:

2020 Revenue	2019 Revenue
Admissions: \$6610	Admissions: \$8047
Pool Passes (10 day punch pass): \$3720	Pool Passes: \$6875
Concessions Sales: \$2911	Concession Sales: \$5498
TOTAL REVENUE: \$13,241	Swimming Lessons: \$4313
	TOTAL REVENUE: \$24,311
2020 Expenses	2019 Expenses
Staffing: \$19820	Staffing: \$23936
Miscellaneous Expenses: \$2237	Miscellaneous Expenses: \$3159
Concessions: \$1679	Concessions: \$2388
Utilities: \$3097	Utilities: \$5821
Maintenance: \$9134	Maintenance: \$16554
TOTAL EXPENSES: \$35,967	TOTAL EXPENSES: \$51,858

Recommendation: No action needed. Information only.

Norwood Young America

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TO: Mayor Lagergren and Council Members

FROM: Steve Zumberge, Fire Chief

DATE: September 28, 2020

RE: Firefighter Hiring – Engstrom and Narveson

A committee, consisting of members of the city's personnel committee and fire department officers, interviewed firefighter candidates.

The interview committee recommends the hiring of Adam Engstrom and Andrew Narveson as Firefighters.

Proposed Motion:

Motion to hire Firefighters Adam Engstrom and Andrew Narveson, conditioned on passing a physical, agility test, and criminal background check.