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

CITY COUNCIL AGENDA

October 11 2021 – 6:00 p.m.
City Council Meeting
City Council Chambers
310 Elm Street W.
Norwood Young America, MN 55368

CITY COUNCIL

1. Call Meeting of City Council to Order
   1.1 Pledge of Allegiance

2. Approve Agenda

3. Introductions, Presentations, Proclamations, Awards, and Public Comment
   (Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
   3.1 Proclamation for Manufacturing Week
   3.2 Proclamation for Domestic Violence Awareness Month

4. Consent Agenda
   (NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
   4.1 Approve minutes of September 27, 2021 meetings
   4.2 Approve payment of Claims
   4.3 Approve Termination of Seasonal Employees

5. Public Hearing

6. Old Business
   6.1 Update on Public Access

7. New Business
   7.1 Request to Purchase City Land at 1005 Lakewood Trail
   7.2 Request for an Easement at 1080 Lakewood Court
   7.3 a. Approve Resolution 2021-25 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the 2nd Avenue Lift Station and Street Improvements Project
   b. Approve Resolution 2021-26 Calling for a Public Hearing on Proposed Assessment for the 2nd Avenue Lift Station and Street Improvements.
   7.4 a. Approve Resolution 2021-27 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the Oak Lane Project
   b. Approve Resolution 2021-28 Calling for a Public Hearing on Proposed Assessment for the Oak Lane Project
   7.5 Approve scheduling a public hearing for Delinquent Utility Payments and Miscellaneous Invoices
   7.6 Approve hiring A1 Electric Service for South Park Warming House Electrical Upgrade Project
   7.7 Approve Oak Grove Snow Removal Service Agreement
   7.8 Discuss NYA Recycling Center Satellite Location
   7.9 Schedule a Special City Council Meeting for Thursday, October 21, 2021 at 1:00 p.m.

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.

- Revenue YTD Report through September 2021
- Expenditure YTD Report through September 2021

- Investment Report through September 2021
- Let's Talk Food Presentation

UPCOMING MEETINGS / EVENTS

October 13 Economic Development Commission - 6:00 p.m.
October 20 Safety Committee – 2:00 p.m.
October 21 Senior Advisory Committee – 9:00 a.m.
October 19 Parks and Recreation Commission – 4:45 p.m.
October 26 Finance Committee – 3:00 p.m. (changed due to scheduling conflict)
October 25 Personnel Committee – 5:00 p.m

Norwood Young America

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CITY OF NORWOOD YOUNG AMERICA MANUFACTURING WEEK PROCLAMATION

WHEREAS: Manufacturing is a dynamic and robust industry, crucial to the health and strength of Minnesota's diverse economy; and

WHEREAS: Manufacturing added $50.8 billion to Minnesota's economy in 2020, representing the second largest contribution (14%) to the state's gross domestic product by any industry; and

WHEREAS: Workers took home $21.9 billion in wages from Minnesota manufacturing jobs in 2020, the second-largest total payroll among private sector industries; and

WHEREAS: Manufactured exports brought $19 billion into the Minnesota economy in 2020; and

WHEREAS: Manufacturing in Minnesota pays an average annual wage of $70,860, which is 10% higher than the state's overall average wage; and

WHEREAS: Manufacturing provides over 309,000 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 do hereby proclaim that the week of October 1 to October 8, 2021 shall be observed as ***MINNESOTA MANUFACTURING WEEK***.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Norwood Young America on this 11th day of October Two Thousand Twenty One.

_____

Carol Lagergren, Mayor

CITY OF NORWOOD YOUNG AMERICA

DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION

WHEREAS, in the City of Norwood Young America in recognition of the critical work being done by domestic violence advocates in service of the survivors and victims they serve, I encourage all citizens to actively engage in the work and events sponsored by Southern Valley Alliance and other organizations working toward an eradication of domestic violence; and

WHEREAS, more than 10 million adults experience domestic violence, and over 1.5 million high school students are physically abused by dating partners, annually in the United States; and

WHEREAS, more than 19,000 calls are placed to domestic violence hotlines nationwide every day: and

WHEREAS, the impact of domestic violence is felt not only by individuals and families, but communities and nation as a whole,

WHEREAS, the City of Norwood Young America joins with others across the state of Minnesota and nationwide, in supporting domestic violence victims and survivors, the advocates and organizations who serve them, and holding offenders accountable in Norwood Young America

NOW, THEREFORE, I, Carol Lagergren, Mayor of the City of Norwood Young America, Minnesota, do hereby proclaim the month of October 2021, as Domestic Violence Awareness Month in the city of Norwood Young America.

Adopted by the Norwood Young America City Council this 11th day of October 2021.

_____

Carol Lagergren, Mayor
City of Norwood Young America

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

CITY COUNCIL MINUTES

September 27, 2021– 6:00 PM
City Council Chambers
310 Elm Street West
Norwood Young America MN 55368

ATTENDEES: Carol Lagergren, Craig Heher, Alan Krueger, Mike McPadden, Charlie Storms
STAFF: Angela Brumbaugh – City Clerk/Treasurer, Karen Hallquist – Economic Development/Marketing Director, Tony Voigt – Public Services Director, Nick Anhut (Ehlers), Jock Eckstein (Bolton and Menk), Gary Weiers (DDA Consultants)
OTHERS:

1. Call Meeting of City Council to Order
   Meeting was called to order by Mayor Lagergren at 6:05 pm with all members present.

2. Approve Agenda
   Motion: MM/CH to approve the agenda as submitted. Motion passed 5-0.

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

4. Consent Agenda
   4.1 Approve minutes of September 13, 2021 meeting
   4.2 Approve payment of claims
   Motion: MM/AK to approve consent agenda as presented. Motion passed 5-0.

5. Public Hearings –
   5.1. Approve to Cancel Resolution 2021-21, Public Hearing Regarding Land Conveyance and Associated Business Subsidy to YMA Properties, LLC
   Anhut shared that YMI Properties has requested to purchase 419 Tacoma Circle at full value which negates the need to create a TIF district.
   Motion: CS/AK to cancel the public hearing of Resolution No. 2021-21. Motion passed 5-0.

6. Old Business

7. New Business
   7.1 Review Proposed Land Purchases for Tacoma West Industrial Park
   Anhut shared updates on the three future land purchases planned for the Tacoma West Industrial Park.
   - Yeager Machines is proposing to purchase 419 Tacoma Circle at a price of $2.75 per square foot. A purchase agreement is being drawn up.
   - Sackett Waconia is proposing to purchase 740 Tacoma Boulevard and 211 Tacoma Avenue at a reduced price with a TIF agreement in the future. They are currently nearing the end of the TIF agreement on their original property. The intent is to continue this TIF agreement until property owners are ready to move forward on building on the new properties. In the interim a Predevelopment Agreement is being considered.
   - Greenwood Marina is proposing to purchase 410 Tacoma Circle, 416 Tacoma Circle and 420 Tacoma Circle. Currently research on the options for the holding pond on the south side of the properties is being evaluated.

   7.2 Approve Selection of City Administrator Candidates for Interview
   Weiers shared information on the process for approving the final candidates for interview. Each council member was to prioritize their top three choices – Krueger was unable to access the information through email so was unable to provide his top choices at this time. Based on the ranking of council members, two candidates were in the top rankings for all and two additional candidates were in the top rankings for two. Interviews will be held of October 21st with the management team interviewing in the morning as well as individual city tours; a

meet the candidates opportunity at Willkommen Park Pavilion over the lunch hour, followed by council interviews in the afternoon.
Motion: CH/CS to invite candidates 6, 5, 3, and 1 for an interview on October 21, 2021. Motion passed 5-0.

7.3 Second Avenue Infrastructure Phase II Project Street Widths
Eckstein presented information required for the feasibility study. He recommends continuing the current 37 feet street width along Second Avenue from the five-way-stop to Second Street. Currently Second Avenue is 42 feet wide from Shady Lane to Second Street. Council recommended moving forward with this recommendation.

Currently, Second Avenue from Second Street to Main Street is approximately 55 feet wide. Sidewalk facilities exist on the east and west sides of the street. There is room for angled parking on both sides of the street for a total of 52 existing parking stalls from Second Street to First Street and an additional 38 existing parking stalls from First Street to Main Street. Eckstein presented two options: (1) reducing the street width to 41 feet which would allow 27 stalls between Second Street and Main Street and 20 stalls between First Street and Main Street. The sidewalk on the east side would be removed due to redundancy and current poor condition. (2) maintaining the 55 feet width to allow diagonal parking but striping to a 45 degree angle to accommodate appropriate street width. The sidewalk on the east side would be removed due to redundancy and current poor condition. Eckstein further shared that option 1 could result in a cost savings of $200,000. After debate about the loss of parking spaces for St. John's Lutheran Church, council recommended moving forward with option 2.

7.4 Approve awarding quote for Water Tower Removal
Voigt shared information on removing the Elevated Tank at 430 Wilson Street which was built in 1993 but not in service since 2008. Two quotes were presented for removal of the elevated structure down to the foundation. Money is budgeted in the capital expense fund. The foundation removal has also been budgeted but will be completed later this year.
Motion: CS/AK to hire Iseler Demotion to remove the Elevated Tank located at 430 Wilson Street West for the amount of $21,600.

7.5. Approve awarding quote for Hockey Lights
Voigt shared that he had received three quotes for the installation of a new underground service for electricity and vacate the outdated overhead wiring on the existing dilapidated power pole located near the warming house. One quote was received after the deadline and one quote did not quote the appropriate type of lighting. Council tabled this item and requested Voigt requote with additional information and bring to council as soon as possible.

7.6 Approve awarding quote for sidewalks
Voigt shared two quotes for sidewalk raising and levels in several areas throughout the city. The method used will be mud jacking (drilling a hole, using a pump to force a concrete and aggregate slurry into the void under the slab which raises the slab and then filling the hole level with concrete to complete the process. The deadline for the project is December 31, 2021.
Motion: CS/AK to hire Northstar Mudjacking and More to Raise and Level the designated concrete areas fpr the amount of $16,800. Motion passed 5-0.

7.7 Approve Preliminary Property Tax Levy and General Fund Budget
Brumbaugh reviewed the budget with a proposed 3.55% preliminary levy for a total of $107,060 increase.
Motion: CH/MM to approve Resolution 2021-23, A Resolution Adopting 2021 Preliminary Property Tax Levy for the City of Norwood Young America for collection in 2022. Motion passed 5-0.
Motion: CH/MM to approve Resolution 2021-24, A resolution Adopting the 2022 Preliminary General Fund Operating Budget for the City of Norwood Young America. Motion passed 5-0.
Motion: CH/MM to schedule the Truth in Taxation public hearing on the 2022 Property Tax Levy and Budget for 6:00 PM December 13, 2021.

7.8. Approve Payment for Wilson Sidewalk
Brumbaugh shared information on an invoice from Jensen Decorating Concrete for the completion of the sidewalk on Wilson Street. This invoice was missed in the Check Register.

Motion: CS/AK to approve payment to Jensen Decorative Concrete in the amount of $23,780 for the Wilson Street Sidewalk Project. Motion passed 5-0.

8. Council Member and Mayor and Staff Reports
McPadden: none
Heher: none
Storms: Parks and Recreation Commission updates on the following: sidewalk on Second Avenue discussion and Legion Park playground discussion
Krueger: Senior Advisory Commission reviewed the following: re-opening of the Senior Center and the City Bus. Stiftungsfest reviewed the following: successful weekend with a tentative $55,000 profit (less some outstanding invoices) with a celebration of an overall successful weekend.
Lagergren: Updates on conference call with Sheriff's Department regarding the new contract and Updates on Highway 212 and Highway 5 expansions.

9. Adjournment
Motion: CH/CS to adjourn at 7:52pm. Motion passed 5-0.

Respectfully Submitted,

_____
Angela Brumbaugh, City Clerk/Treasurer

_____
Carol Lagergren, Mayor

CITY COUNCIL WORKSHOP MINUTES

September 27, 2021 – 6:00 PM
City Council Chambers
310 Elm Street West
Norwood Young America MN 55368

ATTENDEES: Carol Lagergren, Craig Heher, Alan Krueger, Mike McPadden, Charlie Storms
STAFF: Angela Brumbaugh – City Clerk/Treasurer, Karen Hallquist – Economic Development/Marketing Director, Tony Voigt – Public Services Director
OTHERS:

1. Call Meeting of City Council to Order
   Meeting was called to order by Mayor Lagergren at 7:52 pm with all members present.

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

3. Discuss Public Lake Access
   Hallquist shared information included in the packet:
   - Overview of water law basics from the DNR (which defines public vs. private access requirements)
   - Detailed state map of waterways showing WMO's, WD's and county boundaries. Norwood Young America is in the Carver County Soil and Water Conservation District.
   - Detailed map of the city showing public and private land around lakes within the city boundaries
   - Detailed preliminary plan map of the Preserve addition

   Hallquist shared that she has contacted Cynthia Smith-Strack regarding zoning regulations since the DNR regulates water access based on planning and zoning regulations as well as shoreland overlay requirements. Council requested further information through updates at Council meetings.

5. Adjournment
   Motion: MM/CS to adjourn at 8:04pm. Motion passed 5-0.

Respectfully Submitted,

_____
Angela Brumbaugh, City Clerk/Treasurer

_____
Carol Lagergren, Mayor

Norwood Young America

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VOUCHER LIST / CLAIMS ROSTER
and CHECK SEQUENCE

To Be Approved: October 11, 2021

Payroll EFT

Check #	506871 -	506887	$	18,430.67

Voided Checks

Check #

Prepaids

Check #	32343 -		$	23,780.00

Claims Pending Payment

Check #	32344	32385	$	1,832,443.51

Wire Transfer

Cardmember e-check

Grand Total	$	1,874,654.18

CITY OF NORWOOD YOUNG AMERICA

*Check Detail Register©

Batch: Oct121Jensen

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
32343	10/01/21	**JENSEN DECORATIVE CONCRETE INC**			
E 275-43100-522		Streets-Other Improveme	$23,780.00	767	WILSON ST SIDEWALK
		Total	$23,780.00		
		10100 CHECKING	$23,780.00		

Fund Summary

10100 CHECKING	
275 CAPITAL	$23,780.00
	$23,780.00

CITY OF NORWOOD YOUNG AMERICA

*Check Detail Register©

Batch: 101121clms

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
32344	10/07/21	**AMERICAN TEST CENTER**			
E 101-45200-221		Repair/Maintenance Equip	$425.00	2211865	Bucket truck test #2002
		Total	$425.00		
32345	10/07/21	**ARNOLDS OF GLENCOE, INC.**			
E 101-45200-221		Repair/Maintenance Equip	$147.85		2001
E 101-45200-221		Repair/Maintenance Equip	$156.12	P30286	2004
		Total	$303.97		
32346	10/07/21	**NEW BEDFORD TECHNOLOGY, LLC**			
E 101-45200-530		Improvements Other Than	$3,285.04	69261	park benches
		Total	$3,285.04		
32347	10/07/21	**BELLE PLAINE BLOCK & TILE INC**			
E 603-49500-223		Repair/Maintenance Bldg/	$542.35	0119048	storm sewer repair supplies
		Total	$542.35		
32348	10/07/21	**BOYLE, PEG**			
R 601-49400-36200		Miscellaneous Revenues	$55.34	233 Hill St Ea	utility refund
		Total	$55.34		
32349	10/07/21	**BRYAN ROCK PRODUCTS, INC.**			
E 603-49500-223		Repair/Maintenance Bldg/	$431.46	50470	storm sewer pipe outlet repair
		Total	$431.46		
32350	10/07/21	**CARQUEST AUTO PARTS**			
E 101-43100-221		Repair/Maintenance Equip	$25.98		P4
E 101-43100-221		Repair/Maintenance Equip	$9.00		shop supplies
E 101-43100-210		Operating Supplies	$22.00	236952	shop supplies
E 101-43100-221		Repair/Maintenance Equip	$59.96	236991	T3 and P3
E 101-43100-221		Repair/Maintenance Equip	$100.69	237465	shop supplies
E 101-41940-223		Repair/Maintenance Bldg/	$113.28	237759	winterizing
		Total	$330.91		
32351	10/07/21	**CARVER COUNTY**			
E 497-43100-528		Underpass Expenses	$702,313.10	PW5661	roundabout & underpass
		Total	$702,313.10		
32352	10/07/21	**CENTERPOINT ENERGY**			
E 101-42200-383		Gas Utilities	$11.27		
E 101-43100-383		Gas Utilities	$126.46		
E 101-45200-383		Gas Utilities	$85.00		
E 601-49400-383		Gas Utilities	$49.72		
E 602-49450-383		Gas Utilities	$701.32		
E 101-49860-383		Gas Utilities	$105.51		
E 101-41940-383		Gas Utilities	$40.61	09/28/21	
		Total	$1,119.89		
32353	10/07/21	**CLASEN, ANDREW T**			
R 601-49400-36200		Miscellaneous Revenues	$187.89	425 Elm Stre	utility refund

CITY OF NORWOOD YOUNG AMERICA

*Check Detail Register©

Batch: 101121clms

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$187.89		
32354	10/07/21	**DAVID BLEICHNER**			
E 101-49015-314		Contracts Payments	$800.00	748916	September lawn
		Total	$800.00		
32355	10/07/21	**DHOORE, PAUL**			
E 602-49450-331		Travel/Meeting Expense	$30.80		
E 602-49450-207		Training Instructional	$66.11		
E 601-49400-207		Training Instructional	$66.12	9/28 meals/h	
E 601-49400-331		Travel/Meeting Expense	$30.80	9/28/21 travel	
		Total	$193.83		
32356	10/07/21	**EISCHENS HOME FINISHING**			
E 101-43100-224		Street Maint Materials	$100.00	348	Union St sidewalk
		Total	$100.00		
32357	10/07/21	**GOPHER STATE ONE-CALL**			
E 602-49450-223		Repair/Maintenance Bldg/	$52.65		
E 601-49400-223		Repair/Maintenance Bldg/	$52.65	1090641	
		Total	$105.30		
32358	10/07/21	**HAWKINS INC**			
E 601-49400-216		Chemicals and Chem Pro	$325.35	6031445	
		Total	$325.35		
32359	10/07/21	**HOLIDAY COMPANIES**			
E 602-49450-212		Motor Fuels	$55.80		
E 602-49450-212		Motor Fuels	$57.35		
E 602-49450-212		Motor Fuels	$53.63		
E 602-49450-212		Motor Fuels	$35.65		
E 602-49450-212		Motor Fuels	($1.96)		fuel discount
E 601-49400-212		Motor Fuels	($1.96)		fuel discount
E 601-49400-212		Motor Fuels	$53.62	132603003	
E 601-49400-212		Motor Fuels	$55.80	135421004	
E 601-49400-212		Motor Fuels	$35.65	140312004	
E 601-49400-212		Motor Fuels	$57.35	142709005	
		Total	$400.93		
32360	10/07/21	**HOLTON ELECTRIC CONTRACTORS**			
E 602-49450-223		Repair/Maintenance Bldg/	$281.75	3766	Trilane lift station
		Total	$281.75		
32361	10/07/21	**HOME SOLUTIONS**			
E 101-45200-221		Repair/Maintenance Equip	$48.55	A179908	shop supplies
E 101-41940-223		Repair/Maintenance Bldg/	$5.80	A179915	shop supplies
E 101-41940-223		Repair/Maintenance Bldg/	$62.90	A180322	paint supplies
E 602-49450-223		Repair/Maintenance Bldg/	$198.90	A180738	Trilane Lift Station
E 101-41940-223		Repair/Maintenance Bldg/	$3.86	A180798	Roy Clay
E 101-42200-210		Operating Supplies	$19.79	B228757	F.D. supplies
E 602-49450-223		Repair/Maintenance Bldg/	$23.81	B228936	2ndAve lift station

CITY OF NORWOOD YOUNG AMERICA

*Check Detail Register©

Batch: 101121clms

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41940-223		Repair/Maintenance Bldg/	$10.79	B228986	shop
E 101-43100-221		Repair/Maintenance Equip	$18.06	B229086	water tank repair
E 602-49450-223		Repair/Maintenance Bldg/	$11.49	B229352	WWTP supplies
E 602-49450-210		Operating Supplies	$9.00	B229445	WWTP supplies
E 101-45200-221		Repair/Maintenance Equip	$22.94	B229613	Jacobson 1701
E 101-43100-221		Repair/Maintenance Equip	$12.59	B229667	water truck
E 602-49450-223		Repair/Maintenance Bldg/	$3.22	B229758	WWTP supplies
E 101-41940-223		Repair/Maintenance Bldg/	$7.18	B229886	door bell-sheriff
		Total	$458.88		
32362	10/07/21	**HYDRO ENGINEERING INC**			
E 601-49400-223		Repair/Maintenance Bldg/	($450.00)	94380	sale of service pump
E 101-43100-223		Repair/Maintenance Bldg/	$20.00	94691	
E 602-49450-223		Repair/Maintenance Bldg/	$4,050.00	95174	sewer pumping hose
		Total	$3,620.00		
32363	10/07/21	**KWIK TRIP INC.**			
E 101-45200-212		Motor Fuels	$75.76		
E 101-43100-212		Motor Fuels	($1.15)		fuel discount
E 101-45200-212		Motor Fuels	($1.14)		fuel discount
E 101-43100-212		Motor Fuels	$172.27	9/30/21	fuel
		Total	$245.74		
32364	10/07/21	**LANO EQUIPMENT INC**			
E 603-49500-223		Repair/Maintenance Bldg/	$900.00	01-865272	bobcat/storm sewer repairs
		Total	$900.00		
32365	10/07/21	**LOFFLER COMPANIES, INC.**			
E 101-41400-437		Maintenance Contract	$89.50	30167384	maintenance contract
		Total	$89.50		
32366	10/07/21	**LOOMIS HOMES**			
G 101-22000		Deposits	$2,900.00	2020082	985 Lakewood Trail
G 101-22000		Deposits	$2,900.00	2020087	1060 Lakewood Court
G 101-22000		Deposits	$2,900.00	2020142	1010 Whitetail Path
G 101-22000		Deposits	$2,900.00	2020156	950 Lakewood Trail
		Total	$11,600.00		
32367	10/07/21	**MAC QUEEN EQUIPMENT**			
E 101-42200-221		Repair/Maintenance Equip	$5,863.77	W00225	FD - compressor
		Total	$5,863.77		
32368	10/07/21	**MAYER LUMBER CO.**			
E 101-45200-223		Repair/Maintenance Bldg/	$48.50	205859	table-friendship park
E 101-45200-223		Repair/Maintenance Bldg/	$309.21	206506	hockey rink boards
E 101-45200-223		Repair/Maintenance Bldg/	$2.27	206507	hockey rink boards
		Total	$359.98		
32369	10/07/21	**METRO WEST INSPECTION SERVICES**			
E 101-42400-312		Building Inspection Fee	$3,065.58		building insp fee
E 101-42400-328		Rental Dwelling Inspection	$542.00	3002	rental inspections

CITY OF NORWOOD YOUNG AMERICA

*Check Detail Register©

Batch: 101121clms

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$3,607.58		
32370	10/07/21	**MID-COUNTY CO-OP OIL ASSN**			
E 101-45200-212		Motor Fuels	$214.07		
E 601-49400-212		Motor Fuels	$214.07		
E 602-49450-212		Motor Fuels	$214.07		
E 101-42200-212		Motor Fuels	$248.29		
E 101-43100-212		Motor Fuels	$179.86	62436	dyed diesel
		Total	$1,070.36		
32371	10/07/21	**MINI BIFF**			
E 101-45200-418		Other Rentals (Biffs)	$229.50	A-126931	
E 101-45200-418		Other Rentals (Biffs)	$132.60	A-126960	
		Total	$362.10		
32372	10/07/21	**MINNESOTA VALLEY TESTING LAB**			
E 602-49450-217		Lab Fees	$37.10	1108776	
E 602-49450-217		Lab Fees	$37.10	1109808	
		Total	$74.20		
32373	10/07/21	**MN DEPT OF LABOR & INDUSTRY**			
G 101-21721		State Bldg Surcharge Fee	$275.35	9/2021\	Building surcharge
E 101-41940-221		Repair/Maintenance Equip	$100.00	ALR0124697	Roy Clay elevator
		Total	$375.35		
32374	10/07/21	**MN VALLEY ELECTRIC COOPERATIVE**			
E 602-49450-381		Electric Utilities	$34.87		
E 101-43100-380		Street Lighting	$101.07		
E 601-49400-381		Electric Utilities	$23.36	9/27/21	
		Total	$159.30		
32375	10/07/21	**MURPHY, KEVIN**			
E 601-49400-430		Miscellaneous	$65.00		REFUND COST OF WATER METER
		Total	$65.00		
32376	10/07/21	**NEUBARTH MASONRY LLC**			
E 101-43100-223		Repair/Maintenance Bldg/	$500.00		concrete repair 2nd Ave NE
		Total	$500.00		
32377	10/07/21	**NORWOOD YOUNG AMERICA TIMES**			
E 101-41320-350		Print/Publishing/Postage	$41.58	854868	Sport court ord
		Total	$41.58		
32378	10/07/21	**PATCHIN MESSNER**			
E 495-43100-310		Other Professional Servic	$19,000.00	22121	benefit consultations
		Total	$19,000.00		
32379	10/07/21	**QUILL CORPORATION**			
E 101-41400-200		Office Supplies	$87.89	19774946	
E 101-41400-200		Office Supplies	$110.88	19775882	
E 101-41400-200		Office Supplies	$143.74	19945857	

CITY OF NORWOOD YOUNG AMERICA

*Check Detail Register©

Batch: 101121clms

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41400-200		Office Supplies	($87.89)	CM1503023	
		Total	$254.62		
32380	10/07/21	**STRACK CONSULTING LLC**			
E 101-41320-305		Other Professional Fees	$520.00	1180	
		Total	$520.00		
32381	10/07/21	**SUTHERLAND, DONALD G**			
R 601-49400-36200		Miscellaneous Revenues	$92.24	1035 Fox Cro	utility refund
		Total	$92.24		
32382	10/07/21	**UTILITY CONSULTANTS, INC.**			
E 602-49450-217		Lab Fees	$628.55	110165	
		Total	$628.55		
32383	10/07/21	**VERIZON WIRELESS**			
E 101-43100-321		Telephone	$147.11		
E 601-49400-321		Telephone	$79.21		
E 602-49450-321		Telephone	$171.51		
E 101-45200-321		Telephone	$63.05	9888811299	cell phones
E 101-42200-321		Telephone	$175.05	9889166057	FD cell phones
		Total	$635.93		
32384	10/07/21	**WM MUELLER & SONS INC**			
E 101-43100-224		Street Maint Materials	$576.00	270062	blacktop pothole patching
E 101-43100-224		Street Maint Materials	$252.72	270234	
E 101-43100-224		Street Maint Materials	($251.28)	32234	
E 496-43100-500		Capital Outlay	$208,166.99	payment #1	Oak Lane
E 495-43100-500		Capital Outlay	$70,689.79	payment #1	2nd Ave Lift/Street
E 496-43100-500		Capital Outlay	$267,293.40	payment #2	Oak Lane
E 495-43100-500		Capital Outlay	$523,986.74	payment #2	2nd Ave lift/Street
		Total	$1,070,714.36		
32385	10/07/21	**XCEL ENERGY**			
E 101-45200-381		Electric Utilities	$2.36	750336375	
		Total	$2.36		
		10100 CHECKING	$1,832,443.51		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	$31,374.75
495 2nd AVE LIFT STATION-STR RECON	$613,676.53
496 OAK LANE IMPR PROJECT	$475,460.39
497 Underpass Project - 2020	$702,313.10
601 WATER FUND	$992.21
602 SEWER FUND	$6,752.72
603 STORM WATER UTILITY	$1,873.81
	$1,832,443.51

Norwood Young America

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TO: Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, Clerk-Treasurer

DATE: October 11, 2021

RE: Public Service Seasonal Staff Termination of Employment

Our other two Public Service Seasonal Employees will be terminated for this year:

Robert Hoen – as of 10/08/2021
Scott Rannow – as of 09/30/2021

RECOMMENDATION:
Motion to terminate the employment of Robert Hoen as of 10/08/2021 and Scott Rannow as of 09/30/2021.

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To: Mayor Lagergren and City Council Members

From: Angela Brumbaugh and Karen Hallquist

Date: October 11, 2021

Re: Public Access (continued from 09/27/2021 Council Workshop)

At the September 27th, 2021 workshop, Council discussed Public water access. Karen did find time to discuss it further with Cynthia Smith-Strack, City Planner and Cynthia was able to do some research on the Preserve area PUD. Below states her findings:

1. The Preserve was developed as a PUD with open space preservation required; access to the lake for individual property owners not allowed.
2. Open space is riparian - meaning abutting the lake.
3. Section 1240.01, Subd. 8 (F)(4)(c) only allows joint mooring facilities. (See language below*). If joint, one of the conditions is that it is privately owned and held in common interest by all residents with access. This was not contemplated or allowed under the subdivision PUD.
4. There is under current approval and shoreland regulations no allowance for individual docks being placed on lake.
5. There is also no allowance for altering the shoreline, removing vegetation, clear cutting, etc.
6. The open space is the basis of the subdivision PUD under Shoreland Management Overlay District (open space and lot clustering) which the City approved as represented. Allowing individual access to the lakeshore is not in keeping with the approved PUD and shoreland standards.
7. The land adjacent to the lake is parkland dedicated with subdivision. The City is restricted from selling park land.
8. Public access to the lake from City property may be allowed but the DNR should be consulted. Cynthia is doing more research with this.

At this time we have found two encroachment agreements made between property owners and the City. Based on Cynthia's findings the City may want to look into this further.

Enclosed is the Prairie Dawn Park Master Plan which is the same as the one presented at the workshop on September 27th.

* Language for #3 regarding Barnes Lake docks:

c. Shore recreation facilities, including but not limited to swimming areas, docks, and watercraft mooring areas and launching ramps, must be centralized and located in areas suitable for them. Evaluation of suitability must include consideration of land slope, water depth, vegetation, soils, depth to groundwater and bedrock, or other relevant factors. The number of spaces provided for continuous beaching, mooring, or docking of watercraft must not exceed one for each allowable dwelling unit or site in the first tier (notwithstanding existing mooring sites in an existing commercially used harbor). Launching ramp facilities, including a small dock for loading and unloading equipment, may be provided for use by occupants of dwelling units or sites located in other tiers;

Recommended Motion:

Information Only

Norwood Young America

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To: Mayor Lagergren and City Council Members

From: Angela Brumbaugh and Karen Hallquist

Date: October 11, 2021

Re: Sale of City Land to Andrew Grosz at 1005 Lakewood Trail

Andrew Grosz lives at 1005 Lakewood Trail and he has requesting to purchase some City land in order to extend his land for erosion control and forest management.

Attached is Andrew's email which gives his explanation along with pictures to better visualize his reasoning.

Although his email does give reasons for the request, allowing this would go against the findings of the Preserve PUD along with the restriction from selling any park land.

Recommended Motion:

Motion to deny the request to purchase City-owned land to Andrew Grosz

From: Andrew Grosz <groszjdrew@gmail.com>
Sent: Thursday, September 23, 2021 11:21 AM
To: Karen Hallquist
Subject: Re: 1005 Lakewood Trail

Hi Karen,

Yes I will be able to attend this meeting at 6:00pm on Oct. 11, thank you!

Best,
Drew

On Thu, 23 Sept 2021 at 09:57, Karen Hallquist <economicdev@cityofnya.com> wrote:

Good Morning, Drew,

Thank you for your email earlier this month. The City Council would like to discuss your situation. We are looking at putting in on the agenda for the Monday, October 11th City Council meeting at 6pm here at NYA City Hall. Would you be available to attend this meeting?

Kind regards,

Karen

Karen Hallquist

Economic Development & Marketing Director

City of Norwood Young America

310 Elm St W, PO Box 59

Norwood Young America, MN 55368

(952)467-1810 direct

www.cityofnya.com

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From: Alicia Menzel <accounting@cityofnya.com>
Sent: Thursday, September 23, 2021 8:53 AM
To: Karen Hallquist <economicdev@cityofnya.com>
Subject: RE: 1005 Lakewood Trail

Alicia Menzel

Accounting Clerk

City of Norwood Young America

310 Elm Street W

PO Box 59

NYA, MN 55368

www.cityofnya.com

From: Andrew Grosz <groszjdrew@gmail.com>
Sent: Thursday, September 2, 2021 12:03 PM
To: Alicia Menzel <accounting@cityofnya.com>
Subject: 1005 Lakewood Trail

Hi Alicia,

Thanks for your time on the phone earlier today but as a refresher my name is Drew Grosz and I live on 1005 Lakewood Trail, NYA, MN 55397.

I am requesting to extend the boundaries of my lot by the purchase of city owned land.

Some of the reasons why I am requesting the purchase of the city owned land are listed below:

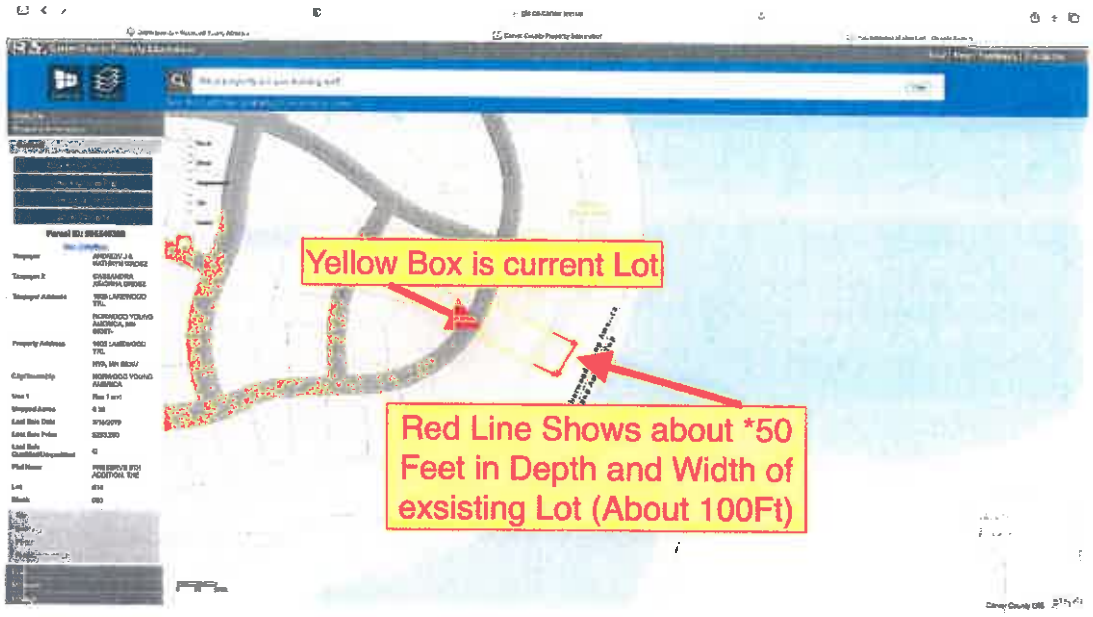
Erosion Control: My lot has a considerable drop off in which there are trees that have a large amount of visible erosion damage. The purchase of this land would extend my property boundaries allowing me to be able to effectively manage the erosion and mitigate any further damage that will likely occur to my current property without any intervention.

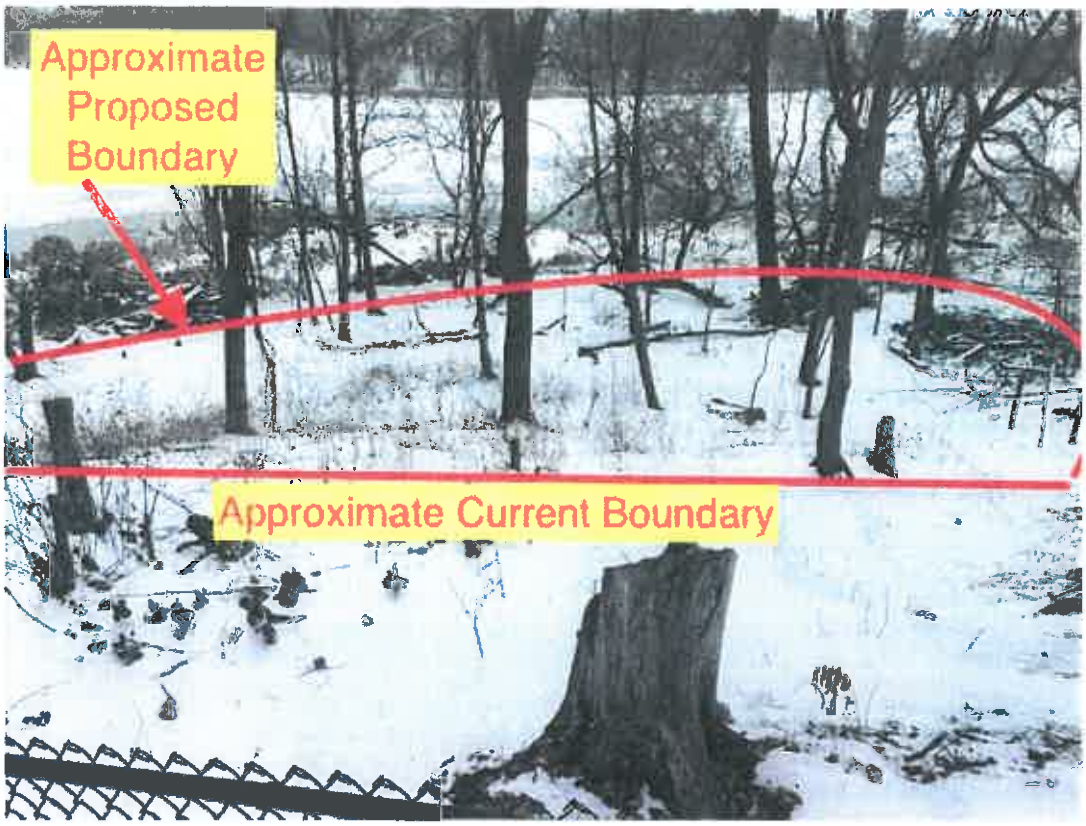
Forest Management: It is my understanding that there was a tornado in the area years ago and because of this the forest has a lot of dead trees and is overgrown with brush. The purchase of this land would extend my property boundaries allowing me to be able to appropriately manage and maintain a healthy forest and reduce any existing fire hazards.

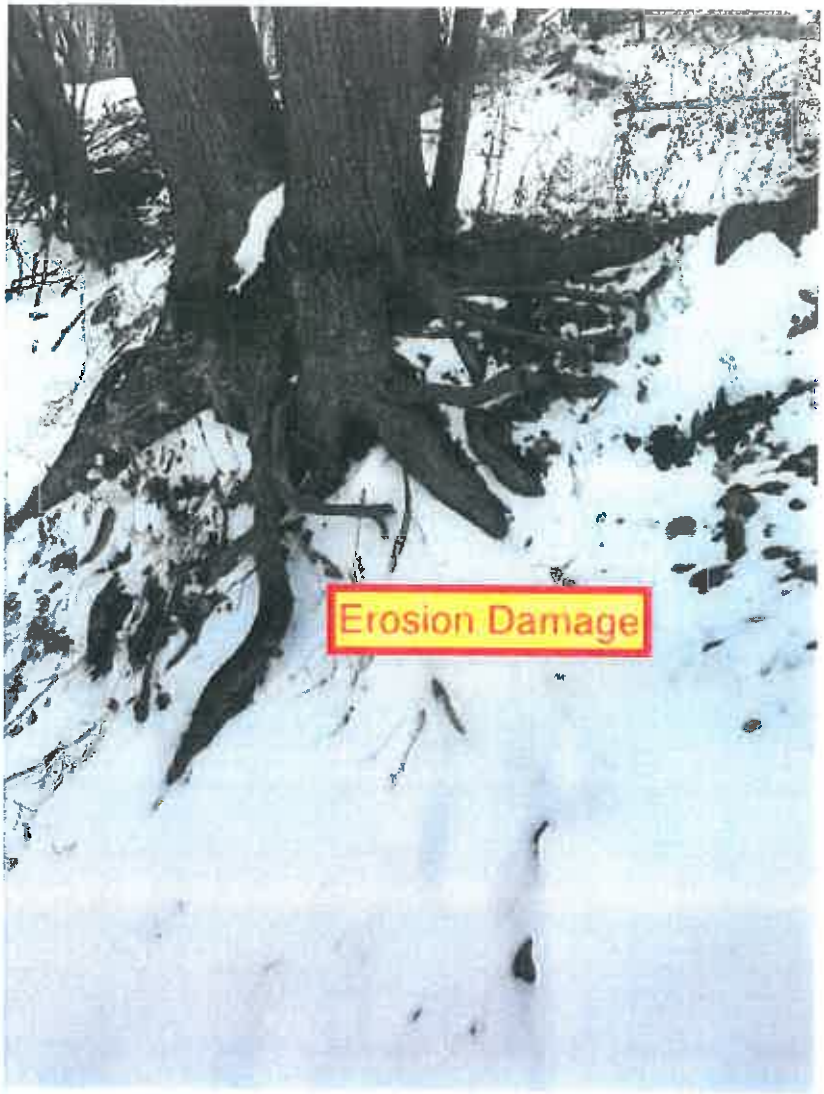
My lot is unique in the sense that this drop off is more prevalent than any other of the existing lots that border the city owned property thus leaving a larger flat open area beyond the drop off. With the purchase of this area, there would still be a considerable "wildlife buffer zone" between the proposed property boundary and Lake Barnes which is comparable to the other properties that border the city land. Also, with the proposed addition the city would still maintain its contagious ownership of the Barnes Lake Shoreline.

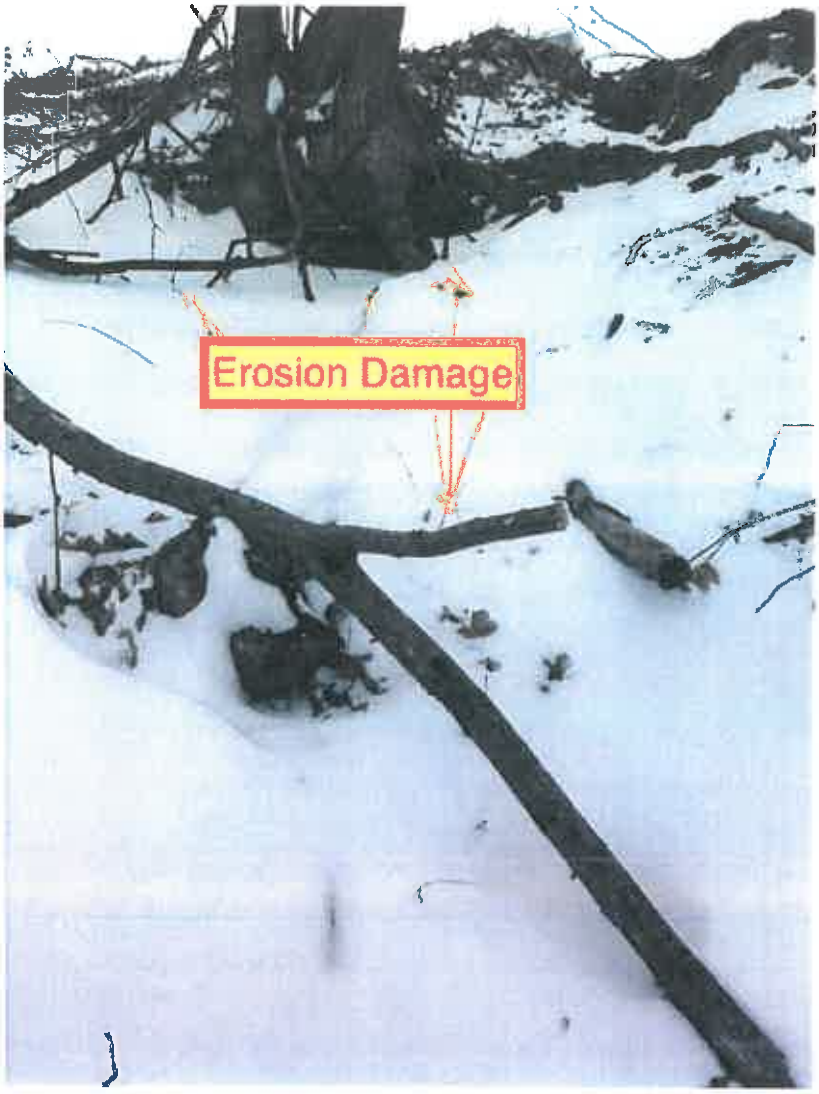
Please see the attached photos and approximate dimensions of the proposed Land Acquisition.

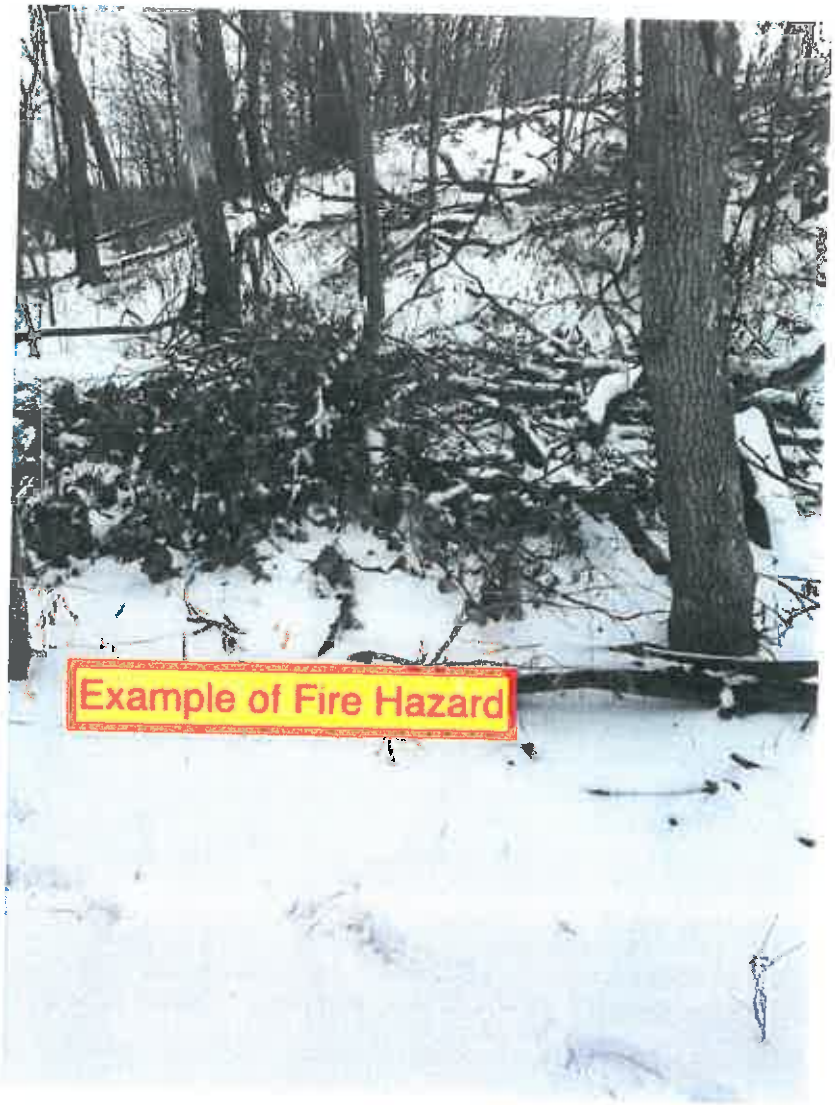
Best,
Drew Grosz




Approximate
Proposed
Boundary
Approximate Current Boundary


Erosion Damage


Erosion Damage


Example of Fire Hazard

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To: Mayor Lagergren and City Council Members

From: Angela Brumbaugh and Karen Hallquist

Date: October 11, 2021

Re: Easement request for Candace Raze and Derek Allen at 1080 Lakewood Court

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Attached is an email the City received from Candace Raze on behalf of The Allen Family requesting permission to build a dock behind their property at 1080 Lakewood Court on Barnes Lake.

Unfortunately, approving this request would go against The Preserve PUD and shoreland regulations.

Although his email does give reasons for the request, allowing this would go against the findings of the Preserve PUD.

Recommended Motion:

Motion to deny the request for an Easement to Candace Raze and Derek Allen at 1080 Lakewood Court.

From: Candace Raze <candaceraze4@gmail.com>
Sent: Thursday, September 23, 2021 10:09 AM
To: Karen Hallquist
Subject: Re: Permission for a dock

Thanks for getting back to me so soon! I will absolutely be there. Looking forward to it, thank you!

Sent from my iPhone

On Sep 23, 2021, at 9:59 AM, Karen Hallquist <economicdev@cityofnya.com> wrote:

Candace,
Thank you for your email. The City Council would like to discuss your situation. We are looking at putting in on the agenda for the Monday, October 11th City Council meeting at 6pm here at NYA City Hall. Would you be available to attend this meeting?

Kind regards,
Karen

Karen Hallquist
Economic Development & Marketing Director
City of Norwood Young America
310 Elm St W, PO Box 59
Norwood Young America, MN 55368
(952)467-1810 direct
www.cityofnya.com
<image001.jpg>

From: Alicia Menzel <accounting@cityofnya.com>
Sent: Thursday, September 23, 2021 9:08 AM
To: Karen Hallquist <economicdev@cityofnya.com>
Subject: FW: Permission for a dock

Alicia Menzel
Accounting Clerk
City of Norwood Young America
310 Elm Street W
PO Box 59
NYA, MN 55368
www.cityofnya.com

From: Candace Raze <candaceraze4@gmail.com>
Sent: Wednesday, September 22, 2021 3:33 PM
To: Alicia Menzel <accounting@cityofnya.com>
Subject: Permission for a dock

To whom it may concern:

I am writing to you to request permission to build a dock behind our property on Barnes lake. We would love to have access to the water by way of a permanent dock for my family and kids to enjoy the lake by canoeing, paddle boarding and watching the sunset. Our property line goes down to the trail that goes through our neighborhood and we have a clear path we can put a stone walkway through our wooded property. The dock would be private and we would have a locked gate at the entrance. Thank you for your consideration,

The Allen family

1080 Lakewood court
Norwood, MN 55397

Candace Raze- 952-737-8106
Derek Allen- 614-375-0163

Sent from my iPhone

Norwood Young America

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To: Mayor Lagergren and City Council Members

From: Angela Brumbaugh, Clerk/Treasurer

Date: October 11, 2021

Re: 2nd Avenue Lift Station and Street Improvement Project

Attached are the Resolutions that are needed in order to continue with the 2nd Avenue Project financing. You will need to declare the costs to be assessed and also call for a Public Hearing. (Resolutions need a majority vote in order to pass.)

When looking at the Final Assessment Roll, you will notice there is an "Appraisal Amount" column. This is based on the report received from Patchin Messner, Valuation Counselors. If the appraisal amount is less than the calculated assessment then the appraisal amount is the maximum we can assess them. The calculated assessments, based on our assessment policy would have been $172,293.90 but the actual amount we will be assessing the properties is $98,750. The remaining balance will end up being paid by the bond levy. I have included the full report for your review.

Recommended Motion:

1. **Motion to approve Resolution 2021-25 a Resolution Declaring Cost to be assessed and ordering Preparation of proposed assessment for the 2nd Avenue Lift Station and Street Improvements Project from Central Avenue to the Northern Devonshire Drive Intersection.**

2. **Motion to approve Resolution 2021-26 a Resolution receiving proposed assessment and calling for a Public hearing on proposed assessment for the 2nd Avenue Lift Station and Street Improvements Project from Central Avenue to the Northern Devonshire Drive Intersection.**

RESOLUTION 2021-25

Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the 2nd Avenue Lift Station and Street Improvements Project from Central Avenue to the Northern Devonshire Drive Intersection.

WHEREAS, a contract has been let for the improvement of 2nd Avenue Lift Station and Street Improvements Project from Central Avenue to the northern Devonshire Drive intersection, and the contract price for such improvement is $1,154,392.89, and the expenses incurred or to be incurred in the making of such improvement amount to $244,836.95 so that the total cost of the improvement will be $1,399,229.84.

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

1. The portion of the total cost of such improvement to be paid by the City is hereby declared to be $1,300,479.84 and the portion of the cost to be assessed against benefited property owners is declared to be $98,750.00.

2. Assessments shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2023 and shall bear interest at the rate of 1.0 percent per annum from the date of the adoption of the assessment resolution.

3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.

4. Upon the completion of the proposed assessment, the City Clerk shall notify the council.

Adopted by the Norwood Young America City Council this 11th day of October 2021.

Approved:

_____
Carol Lagergren, Mayor

Attest:

_____
Angela Brumbaugh, City Clerk - Treasurer

RESOLUTION 2021-26

A Resolution Receiving Proposed Assessment and Calling for a Public Hearing on Proposed Assessment for the 2nd Avenue Lift Station and Street Improvements Project from Central Avenue to the Northern Devonshire Drive Intersection.

WHEREAS, by a resolution passed by the City Council on October 11th, 2021 the City Clerk was directed to prepare a proposed assessment of the cost of the making of public improvements to the infrastructure of the City of Norwood Young America by the installation of streets, curb and gutter, storm sewer, watermain and sanitary sewer according to the plans and specifications for such improvements; and

WHEREAS, the location of the said improvements is under and along 2nd Avenue from Central Avenue to the northern Devonshire Drive intersection; and

WHEREAS, the clerk has notified the council that such proposed assessment has been completed and filed in her office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on November 8, 2021, in the City Council Chambers of the Norwood Young America City Hall located at 310 Elm Street W, Norwood Young America, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, prepay to the City of Norwood Young America the entire assessment on such property with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment.

4. After certification of the assessment roll to the County Auditor, the owner may at any time prior to November 15th of any year, prepay to the Norwood Young America City Clerk the entire principal balance of the assessment remaining, except that the installment of principal and interest in the process of collection on the current property tax list for the year in which the prepayment is made shall be paid to the Carver County Treasurer as part of the real estate taxes for the property assessed and payable for that year. If prepayment is made after November 15th of any year, interest will be charged to December 31st of the next succeeding year. Partial prepayments are also authorized in accordance with the City's Assessment Policy. No deferment of payments is authorized.

Adopted by the Council this 11th day of October 2021.

Approved:

_____

Carol Lagergren, Mayor

Attest:

_____

Angela Brumbaugh, City Clerk - Treasurer

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

PROP. NO.	OWNER	OWNER ADDRESS	PROPERTY ADDRESS	P.I.D.	UNIT	CORNER LOT UNIT CREDIT - PRIMARY	CORNER LOT UNIT CREDIT - SECONDARY	STREET ASSESSMENT		WATERMAIN ASSESSMENT		TOTAL CALCULATED ASSMT	APPRAISAL AMOUNT	LESSOR OF CALC ASSMT / APPRAISAL	*ANNUAL ASSMT PAYMENT	NOTES
								ASSMT UNIT	STREET ASSMT	UNIT	WATERMAIN ASSMT					
1	JAY P LENZ	510 CENTRAL AVE S	510 CENTRAL AVE S	580113150	0.50		0.50	0.50	$8,316.67			$8,316.67	$7,250.00	$7,250.00	$765.47	
2	CHRISTINE K WILKINSON	506 CENTRAL AVE S	506 CENTRAL AVE S	580113050	0.50		0.50	0.50	$8,316.67			$8,316.67	$5,750.00	$5,750.00	$607.10	
3	LYNN & RICHARD JR. NEMITZ	PO BOX 275, NYA	504 CENTRAL AVE S	580113100	0.50		0.50	0.50	$8,316.67			$8,316.67	$5,750.00	$5,750.00	$607.10	
4	ERIN GABRIEL & MARIA ANN TWIEST	418 CENTRAL AVE S	418 CENTRAL AVE S	580111900	0.50		0.50	0.50	$8,316.67			$8,316.67	$7,250.00	$7,250.00	$765.47	
5	RANDY A & TRACY L MARTTINEN	417 2ND AVE SE	417 2ND AVE SE	580111630	1.00			1.00	$16,633.73	1	$6,181.43	$22,815.17	$8,750.00	$8,750.00	$923.84	
6	MARIABI VENEGGAS & TINA CRUZ	413 2ND AVE SE	413 2ND AVE SE	580111100	1.00			1.00	$16,633.73	1	$6,181.43	$22,815.17	$8,750.00	$8,750.00	$923.84	
7	STEVE & HOLLY KANDUTH	614 2ND AVE SE	614 2ND AVE SE	580110300	1.00			1.00	$16,633.73	1	$6,181.43	$22,815.17	$8,750.00	$8,750.00	$923.84	
8	MICHAEL JOHN BLEICHNER	542 DEVONSHIRE DR	542 DEVONSHIRE DR	581500010	0.50		0.50	0.50	$8,316.67			$8,316.67	$7,250.00	$7,250.00	$765.47	
9	JASON D & ALEAHA R BLADOW	529 DEVONSHIRE DR	529 DEVONSHIRE DR	581500140	0.50		0.50	0.50	$8,316.67			$8,316.67	$7,250.00	$7,250.00	$765.47	
10	MICHELE J & RICHARD H IMDIEKE	2710 SHADOWWOOD CT	119 MUIRFIELD CIR	581500240	0.50		0.50	0.50	$8,316.67			$8,316.67	$7,250.00	$7,250.00	$765.47	
11	NORWOOD YOUNG AMERICA CITY	PO BOX 59, NYA	N/A	580110250	1.00			1.00	$16,633.73	1	$6,181.43	$22,815.17	$8,750.00	$8,750.00	$923.84	
12	BUFFY KNOPIK	117 MUIRFIELD CIR	117 MUIRFIELD CIR	581500250	0.50		0.50	0.50	$8,316.67			$8,316.67	$7,250.00	$7,250.00	$765.47	
13	MARK ALLEN MATZKE	416 2ND AVE SE	416 2ND AVE SE	580110200	0.50	0.50		0.50	$8,316.67	1	$6,181.43	$14,498.30	$8,750.00	$8,750.00	$923.84	
	NORWOOD YOUNG AMERICA CITY				4.00			4.00	$66,534.93	8	$49,451.47	$115,986.40				
				Assessment Basis Units	12.50		4.00	12.50	$141,386.73	13.0	$30,607.17	$172,293.90	$98,750.00	$98,750.00		
				Corner Lot Credit Unit		0.50				8.0						
				City Assessable Unit	1.00											

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

Norwood Young America

more than a place, it's home.

To: Mayor Lagergren and City Council Members

From: Angela Brumbaugh, Clerk/Treasurer

Date: October 11, 2021

Re: Oak Lane Project

Attached are the Resolutions that are needed to continue with the Oak Lane Project financing. You will need to declare the costs to be assessed and call for a Public Hearing. (Resolutions need a majority vote to pass.)

The calculated amount for the Oak Lane Assessments is $285,798.46 but we will be assessing for $275,425.70 due to the appraisals. The remaining balance will end up being paid by the bond levy just like 2nd Avenue Project.

Recommended Motion:

1. **Motion to approve Resolution 2021-27 a Resolution Declaring Cost to be assessed and ordering Preparation of proposed assessment for the Oak Lane Project from Tacoma Avenue (County Road 34) to the Cul-De-Sac.**

2. **Motion to approve Resolution 2021-28 a Resolution receiving proposed assessment and calling for a public hearing on proposed assessment for the Oak Lane Project from Tacoma Avenue (County Road 34) to the Cul-De-Sac.**

RESOLUTION 2021-27

Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the Oak Lane Project from Tacoma Avenue (County Road 34) to the Cul-De-Sac

WHEREAS, a contract has been let for the improvement of Oak Lane from Tacoma Avenue (County Road 34) to the cul-de-sac, and the contract price for such improvement is $638,776.88, and the expenses incurred or to be incurred in the making of such improvement amount to $158,225.05 so that the total cost of the improvement will be $797,001.93.

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

1. The portion of the total cost of such improvement to be paid by the City is hereby declared to be $521,576.23 and the portion of the cost to be assessed against benefited property owners is declared to be $275,425.70.

2. Assessments shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2023 and shall bear interest at the rate of 1.0 percent per annum from the date of the adoption of the assessment resolution.

3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.

4. Upon the completion of the proposed assessment, the City Clerk shall notify the council.

Adopted by the Council this 11th day of October, 2021.

Approved:

_____
Carol Lagergren, Mayor

Attest:

_____
Angela Brumbaugh, City Clerk - Treasurer

RESOLUTION 2021-28

A Resolution Receiving Proposed Assessment and Calling for a Public Hearing on Proposed Assessment for the Oak Lane Project from Tacoma Avenue (County Road 34) to the Cul-De-Sac

WHEREAS, by a resolution passed by the City Council on October 11th, 2021 the City Clerk was directed to prepare a proposed assessment of the cost of the making of public improvements to the infrastructure of the City of Norwood Young America by the installation of streets, curb and gutter, storm sewer, watermain and sanitary sewer according to the plans and specifications for such improvements; and

WHEREAS, the location of the said improvements is under and along Oak Lane from Tacoma Avenue (County Road 34) to the cul-de-sac; and

WHEREAS, the clerk has notified the council that such proposed assessment has been completed and filed in his/her office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on November 8, 2021, in the City Council Chambers of the Norwood Young America City Hall located at 310 Elm Street W, Norwood Young America, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, prepay to the City of Norwood Young America the entire assessment on such property with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment.

4. After certification of the assessment roll to the County Auditor, the owner may at any time prior to November 15th of any year, prepay to the Norwood Young America City Clerk the entire principal balance of the assessment remaining, except that the installment of principal and interest in the process of collection on the current property tax list for the year in which the prepayment is made shall be paid to the Carver County Treasurer as part of the real estate taxes for the property assessed and payable for that year. If prepayment is made after November 15th of any year, interest will be charged to December 31st of the next succeeding year. Partial prepayments are also authorized in accordance with the City's Assessment Policy. No deferment of payments is authorized.

Adopted by the Council this 11th day of October 2021.

Approved:

_____

Carol Lagergren, Mayor

Attest:

_____

Angela Brumbaugh, City Clerk - Treasurer

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

PROP. NO.	OWNER	PROPERTY ADDRESS	P.I.D.	STREET ASSESSMENT			WATERMAIN ASSESSMENT			SANITARY SEWER ASSESSMENT (WEST)			SEWER & WATER AVAILABILITY ASSESSMENT			TOTAL CALCULATED ASSMT	LESSER OF CALC ASSMT / APPRAISAL	*ANNUAL ASSMT PAYMENT	NOTES
				ASSMT UNIT	STREET ASSMT	APPRAISAL AMOUNT	UNIT	WATERMAIN ASSMT	APPRAISAL AMOUNT	UNIT	SANITARY ASSMT	APPRAISAL AMOUNT	UNIT	UTILITY ASSMT	APPRAISAL AMOUNT				
1	LINDA S HOSKINS & SCOTT R TIMM	490 OAK LANE	583010010	1	$8,062.25	$10,000.00							1	$15,440.89	$19,000.00	$23,503.14	$23,503.14	$2,481.51	
2	LINDA S HOSKINS & SCOTT R TIMM	490 OAK LANE	583000090													$8,062.25	$8,062.25	$851.23	Paid S&W Availability Charge
3	MITCHELL K & KRIS M KROELLS	460 OAK LANE	583000070	1	$8,062.25	$10,000.00										$8,062.25	$8,062.25	$851.23	Paid S&W Availability Charge
4	TODD A & MARCIA J SCHULTZ	450 OAK LANE	583000060	1	$8,062.25	$10,000.00										$8,062.25	$8,062.25	$851.23	Paid S&W Availability Charge
5	STANLEY W & LOIS A SCHULTZ	440 OAK LANE	583000050	1	$8,062.25	$10,000.00										$8,062.25	$8,062.25	$851.23	Paid S&W Availability Charge
6	PAUL W & JILL M SCHWICHTENBERG	430 OAK LANE	583000040	1	$8,062.25	$10,000.00							1	$15,440.89	$19,000.00	$23,503.14	$23,503.14	$2,481.51	
7	BRUCE BRENKE	420 OAK LANE	583000030	1	$8,062.25	$10,000.00										$27,619.97	$25,026.78	$2,642.38	
8	KEVIN A & NICOLE K MURPHY	410 OAK LANE	583000010	1	$8,062.25	$10,000.00	1	$7,464.53	$9,500.00	1	$12,093.19	$9,500.00				$27,619.97	$25,026.78	$2,642.38	
9	PATRICK SHANAHAN	495 OAK LANE	583010020	1	$8,062.25	$10,000.00	1	$7,464.53	$9,500.00	1	$12,093.19	$9,500.00				$27,619.97	$25,026.78	$2,642.38	
10	PATRICK SHANAHAN	485 OAK LANE	583010030	1	$8,062.25	$10,000.00	1	$7,464.53	$9,500.00	1	$12,093.19	$9,500.00				$27,619.97	$25,026.78	$2,642.38	
11	PATRICK SHANAHAN	475 OAK LANE	583010040	1	$8,062.25	$10,000.00	1	$7,464.53	$9,500.00	1	$12,093.19	$9,500.00				$64,497.96	$64,497.96	$6,809.83	
12	PATRICK SHANAHAN	465 OAK LANE	583010050	1	$8,062.25	$10,000.00							1	$15,440.89	$19,000.00	$23,503.14	$23,503.14	$2,481.51	
13	NORWOOD YOUNG AMERICA CITY	445 OAK LANE	580146700	8	$64,497.96	$80,000.00													
14	DAVID & MARIE WICKENHAUSER	415 OAK LANE	580146800	1	$8,062.25	$10,000.00	1	$7,464.53	$9,500.00	1	$12,093.19	$9,500.00							
	CITY OF NYA (NON-ASSESSABLE)															$285,798.46	$276,425.70		
				20.00			5.0			5.0			3.0						

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

Norwood Young America

more than a place, it's home.

TO: Mayor and City Council Members

FROM: Angela Brumbaugh, City Clerk-Treasurer

DATE: October 11, 2021

SUBJECT: Public hearing for delinquent utilities and special assessments

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The council holds a public hearing to receive objections and consider the proposed certification of delinquent utilities and special assessments (fees for lawn abatement, etc.).

Delinquent utilities and special assessments are assessed to the property owners' real estate taxes if not paid by November 19, 2021.

Proper notices will be sent to all affected property owners.

Requested Action: Motion to call for a public hearing on assessments for delinquent utilities and special assessments on certain properties on Monday, October 25, 2021 at 6:00 p.m.

Norwood Young America

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Notice of Public Hearing

Delinquent Utilities and Invoices

Notice is hereby given, that the Norwood Young America City Council will hold a public hearing at 6:00pm, October 25, 2021, for the purpose of assessing delinquent utility bills and invoices to property taxes. Additional information can be requested during business hours 8:00am – 4:30pm at City Hall or by phone at 952/467-1807.

Submitted By:

Angela Brumbaugh

City Clerk / Treasurer

Posted: October 12, 2021

Norwood Young America

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TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: October 11, 2021

RE: South Park Warming House Electrical Upgrade Project

The Warming House was replaced at South Park in 2019. At that time, we installed new electrical wiring in the building which included a new meter socket on the North side of the building. The intent was to install a new underground service and vacate the outdated overhead wiring on the existing dilapidated power pole located near the Northeast corner of the building.

Along with the improved electrical service, I intend to have new LED lighting installed which lights the hockey rink and free skate area. The existing lights are quartz halogen lights which are not very bright, extremely energy inefficient and require multiple bulb change outs each year. We intend to replace the 6 Halogen lights on the hockey rink with 4 LED Flood lights and replace the 2 halogen lights over the free skate area with one LED. I contacted a lighting representative for the proper light specifications. I was instructed to install LED flood lights for maximum area coverage versus installing a parking lot style area light. The lighting dynamics cut sheet I received, illustrated this is this proper amount of light for this area and should provide sufficient lighting with increased reliability and energy efficiency.

The existing light poles appear to be in good condition along with the wiring and conduit. We plan to reuse these items and keep them in service.

I created an RFQ to obtain quotes and solicited to 3 contractors. I received the 2 quotes as follows.

- A1 Electric Service $8665
- Choice Electric $8750

The Parks Commission made a recommendation to include this project as a priority to be completed in 2021. The city had budgeted $8000 for this upgrade in the 2021 Parks Capital Outlay. The proposed project is $665 over the budgeted amount. The Pool Plaster Project budgeted in the 2021 Parks Capital Outlay came in $14,695.50 under budget, therefore we should be well under the total budget for these projects. The deadline for the project is December 15, 2021 as defined in the RFQ.

Suggested Motion: Motion to hire A1 Electric Service to complete the South Park Warming House Electrical Upgrade Project for $8665.

Norwood Young America

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REQUEST FOR QUOTES

Norwood Young America South Park Warming House Electrical Upgrade Project

City of Norwood Young America
310 Elm Street W.
P.O. Box 59
Norwood Young America, MN 55368

I. GENERAL PROVISIONS

A. The City of Norwood Young America is accepting quotes to replace the overhead lighting with LED and install new electric service line

B. Quotes submitted must provide complete information as indicated in this request. Deadline for submitting quotes is **10:00 a.m., Thursday October 7th, 2021**.

City of Norwood Young America
Attention: Tony Voigt
P.O. Box 59
Norwood Young America, MN 55368

C. Questions and inquiries regarding this request should be directed to:

Tony Voigt
Public Service Director
P.O. Box 59
Norwood Young America, MN 55368
(320) 761-5008
tvoigt@cityofnya.com

II. Scope of Work

A. Install LED light fixtures on existing poles

- Remove the existing 7 overhead halogen lights on the existing light poles located on the East side and West side of the Hockey Rink. Install 5 LED flood light replacements on the existing poles. The West pole will have 2 LED flood lights aimed at lighting the West side of the Hockey Rink. The East pole will have 2 LED flood lights aimed at lighting the East side of the Hockey rink, and 1 LED flood light aimed to illuminate the free skate area.

B. Install a new electrical service line to the warming house

- Remove all existing electrical wiring to the existing power pole located at the Northeast corner of the warming house which includes disconnecting the overhead service, disconnecting the service wire into the warming house, and disconnecting the wiring that powers the existing light on the pole. The entire pole will be removed once the project is complete.
- Install approximately 50' of new service line from the existing Xcel power pole to the existing meter socket on the north side of the warming house.
- Contractor will be required to remove all spoil piles and level all disturbed areas to previous project conditions
- Contractor is required to obtain all required permits and coordinate with Xcel Energy to move the electrical services on their existing pole

C. LED Flood light specifications

- The flood lights shall be an LSI T2XFL-LED-50L-F-40. Please contact Steve Hahn at shahn@lumasales.com or 612-386-7207 for purchasing assistance.

D. Location

- The project is located at South Park which is 321 South St W Norwood Young America, 55368

III. Insurance

The successful Contractor shall carry the following minimum limits of insurance coverage and provide proof of such to the City. The City shall be listed as an Additional Insured.

Commercial General Liability per occurrence for bodily injury and property damage	$1,000,000
Aggregate	$2,000,000
Automobile Liability	$1,000,000
Workers Compensation and Employers' Liability	$500,000

IV. Project Completion

The scope of work is to be completed by **December 15th, 2021**.

V. Contractor Warranty

Contractor shall warrant their workmanship.

VI. City Responsibilities

a. City will be responsible for disposal of all removed materials
b. City will be responsible for removing the existing overhead light/power pole once all services are vacated
c. City will seed the disturbed areas when project is complete
d. City will patch any blacktop areas that need to be removed to allow trenching the new underground service.

VII. Job Site Clean-up

The Contractor is responsible for cleaning up after themselves.

VIII. Quote

Quotes shall be provided as a whole dollar amount for the entire scope of work.

IX. Right to Reject Quotes

The City reserves the right to reject any and all quotes received.

X. Disclaimer

The City of Norwood Young America shall not be liable for any costs incurred by a contractor responding to this request for quotes or for any costs associated with discussions required for clarification of items related to this quote.

CONTRACTOR'S QUOTE

Company name:_____

Contact Person:_____

Title:_____

Address:_____

Phone Number:_____

Quote: $_____

Signature:_____

Date:_____

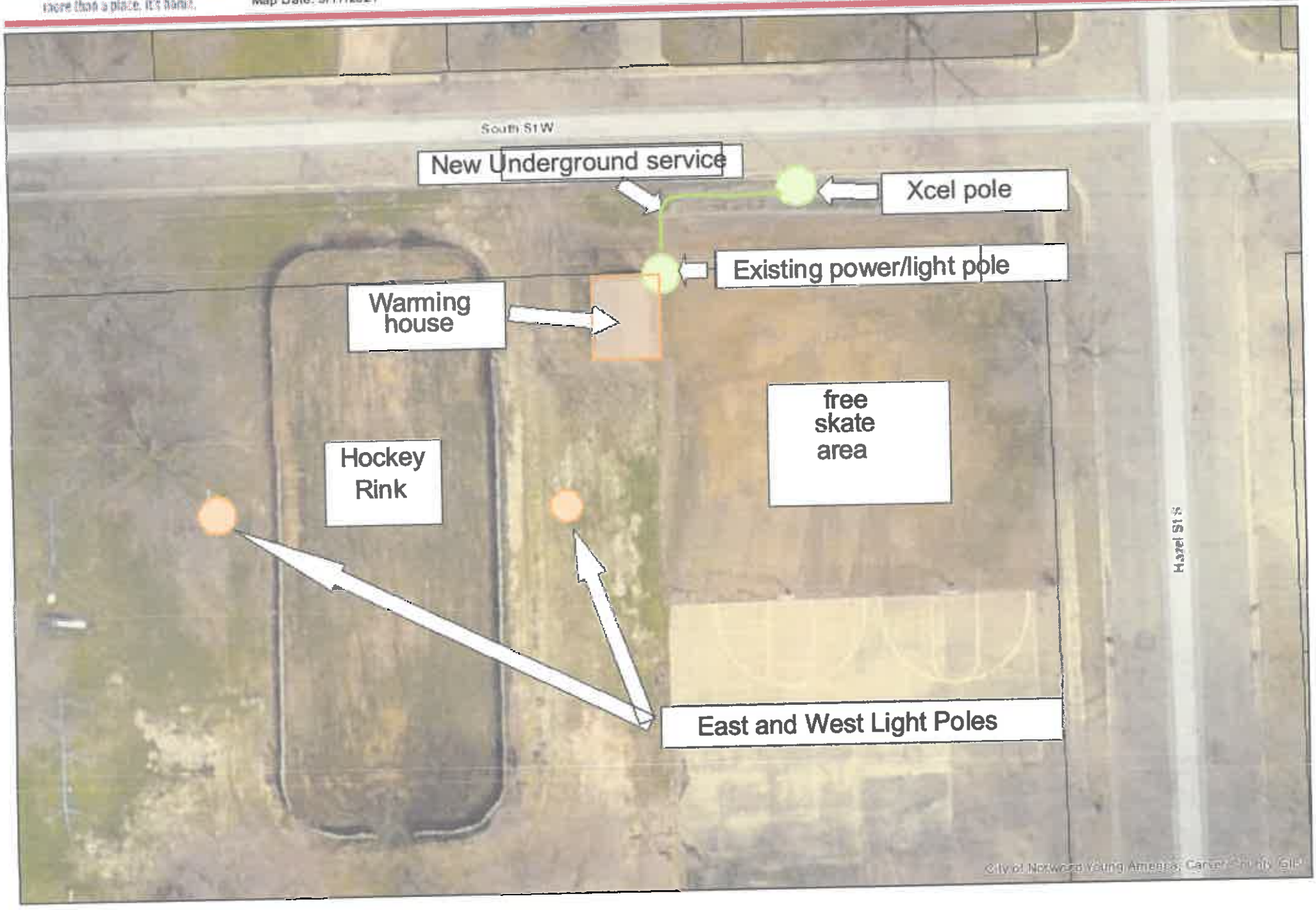
CITY OF NORWOOD YOUNG AMERICA

South Park Electrical Project

Map Date: 9/17/2021

0 0.0025 0.005 0.01 0.015 0.02 mi

N



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Lum. Lumens	LLF	Description	Lum. Watts	Total Watts
	4	T2XFL-LED-50L-F-40	Single	49910	0.900	T2XFL-LED-50L-F-40	357	1428

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	5.77	9.5	3.1	1.86	3.06

Scale: 1 inch= 30 Ft.

These drawings are for conceptual use only and are not intended for construction. Fixture runs and quantities should be verified prior to order. Values represented are an approximation generated from manufacturers photometric inhouse or independent lab tests with data supplied by lamp manufacturers.

Lumo Sales Associates
Lighting and Controls

#	Date	Comments

Revisions

Drawn By: Joe Frey
Agent:Steve Rahn
Date:9/8/2021
Scale: As Shown

Recreational Hockey

Norwood Young America

LS952-3845

CONTRACTOR'S QUOTE

Company name:_____A-1 Electric Service_____

Contact Person:_____Ted LaFrance_____

Title:_____Owner_____

Address:_____348 Industrial Blvd. Waconia, MN 55387_____

Phone Number:____952-442-5332 or Ted's Cell 651-764-9519_____

Quote: $8,665_____

Signature:_____

Date:_____10-4-21_____

CONTRACTOR'S QUOTE

Company name: Choice Electric

Contact Person: Jesse Thompson

Title: Vice President Sales

Address: 3080 4th Ave. E.

Phone Number: 612-600-5670

Quote: $ 8,750.00

Signature:

Date: 9/24/21

Norwood Young America

more than a place, it's home.

TO: Honorable Mayor Lagergren and City Council Members

FROM: Tony Voigt, Public Service Director

DATE: October 11, 2021

RE: Oak Grove Snow Removal Services Agreement

Enclosed is the proposed Oak Grove Snow Removal Agreement with the Carver County CDA. Per the Agreement, City Staff will maintain the parking lot and sidewalks. Attachment A identifies the proposed unit costs. I have included last years agreement for reference. I am not proposing increasing the amounts since most of the line items were increased last year by $5.

The CDA currently reimburses the City 33% for plowing these areas. This is the reason we invoice sno plowing for the property.

Suggested Motion: Motion to approve the Oak Grove Snow Removal Services Agreement between the City of Norwood Young America and the Carver County Community Development Agency.

Carver County Community Development Agency
705 Walnut Street · Chaska MN · 55318 952.448.7715

Scope of Work and Bid Form for Snow Removal Related Services for 2021-2022
Oak Grove Senior Residence

The above property requests a written proposal for snowplowing and related services for the **2021-2022** season.

Please provide a complete proposal package and return to Carver County CDA no later than **September 27th 2021.** By submitting a proposal for **Oak Grove Senior Residence** you are agreeing to all the terms in this bid document.

Submittals: Attachment A - Pricing Sheet

Please submit proposals to: Dave Beddoe
Director of Housing
Carver County CDA
705 N. Walnut Street
Chaska, MN 55318

I. Scope of Work

A. Scope
   a. Contractor agrees to furnish all labor, materials, tools, equipment, machinery and supervision, if necessary, to successfully complete snow removal services when the following occurs: an average of 1/2" snowfall for sidewalks and 1" for parking lots; in a timely and professional manner.
   b. Walks to be salted/sanded after snow removal, after any amount of freezing rain and after periods of freeze thaws. (salt to be provided by property)
   c. Main drive areas will be opened by 6:30 am and/or 5:00 pm to enable travel to and from complex.
   d. Main drives to be plowed every four (4) inches during heavy snow falls.
   e. At each occurrence of lot clean up (curb to curb), an application of salt/sand is to be applied in all lots.
   f. During blowing conditions, properties will be checked and cleared as necessary.
   g. Final clean up-Parking lots to be plowed curb to curb the next business day following the end of snow fall. A start time will be determined by the contractor in coordination with the property. All vehicles will be removed from the site prior to the start of snow plowing or will be towed by management.

B. Equipment
   a. Contractor recognizes that various equipment may be required to fulfill scope requirements and acknowledges that he/she owns or has access to equipment necessary to fulfill scope requirements.

II. Special Conditions

A. Insurance and Licensure-Contractor is prepared and agrees to provide proofs of insurance and licensure(s), as defined below, upon notification of bid acceptance.

   The following insurance requirements apply:
   a. Workers Compensation insurance coverage per MN Statutes. In addition, general contractor must provide proof of insurance, whether or not the owners are covered or there are any employees.
   b. Commercial General Liability insurance of not less than $1,000,000. The property/Carver County CDA shall be an additional name insured on the prime contractor's insurance policy.
      i. Certificates of Insurance-Before beginning work and annually thereafter, until all work under this bid is complete, Contractor shall furnish to the property, a certificate or certificates of insurance demonstrating the required coverage.
   c. Automobile Liability insurance of not less than $1,000,000.

d. Failure to Insure. The failure to carry the required insurance coverage, or to furnish the required certificate or certificates of insurance, shall be a material breach of contract.

B. Damages-Contractor may be held liable for damages to such items as sprinkler heads, concrete, asphalt or other items damaged by the Contractor or contractor's agents during snow removal. We will notify contractor of areas with damage so they can make necessary repairs. Otherwise, charges will be assessed by June 2021 for any items not repaired.

C. Declaration of Indemnification: The contractor shall indemnify and hold harmless the owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: a) is attributable to bodily injury, sickness, disease or death or to injury or to destruction of tangible property – other than work itself – including the loss of use resulting there from: and b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the owner or any of their agents or employees, by any employees of the contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount of type of damages, compensation or benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

III. Data Privacy

All rules and regulations set forth in the Minnesota Government Data Privacy Act [coded as Minnesota Statutes, Chapter 13, Sections 13.01 through 13.99], particularly those rules and regulations which address information about persons receiving assistance from the CCCDA and/or the location of CCCDA assisted housing, shall be complied with.

IV. Contract Modifications

The property may, at any time, by written order designated or indicated to be a Change Order, make changes in the work within the general scope of work. The Contractor must assert its right for such a change order by submitting a written statement describing the general nature of the change in work and the cost and/or additional time required.

V. Payment:

The property shall pay the Contractor at the unit prices provided in Attachment A, which will become part of the contract.

The Contractor shall be required to submit detailed billing to the property. Payment shall be made according to monthly Billings. All invoices submitted for payment will be processed within 30 days, as long as all necessary documentation is provided.

Invoices shall list unit address, if applicable.

VI. Fair Housing Policy

a. Contractor acknowledges and understands that Carver County CDA is a housing provider that complies with and operates within the requirements of Federal, State, and local fair housing law. Carver County CDA does not discriminate against any person on the basis of race, color, religion, sex, handicap, familial status, or national origin.
b. Sexual harassment is a form of discrimination that violates fair housing law. Carver County CDA does not tolerate sexual harassment of residents or employees.
c. Contractor agrees to comply with all Federal, State, and local fair housing laws. Contractor understands that any act of discrimination or sexual harassment in violation of these laws shall constitute a breach of this agreement.

Carver County Community Development Agency

Snow Removal Services

THIS AGREEMENT dated October 4, 2021 by and between the Carver County Community Development Agency dba/oak Grove (hereinafter referred to as "CDA") and The City of Norwood Young America (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Oak Grove Apartments wishes to acquire snow removal services at 114 Reform Street NYA and other special projects as agreed upon, on a contractual basis; and,

NOW, THEREFORE, in consideration of the mutual undertakings and promises herein contained, the parties do agree as follows;

1. TERM. The term of this Agreement shall be from October 31, 2021 to April 30, 2022.

2. WARRANTY. The Contractor warrants and represents that he/she is qualified to provide the services herein.

3. SERVICES. The Contractor shall provide services as listed on Attachment "A" to said Contract.

4. PAYMENT. Payment for services shall be processed within 30 days to the Contractor after completion of services upon the presentation of a claim. Invoices shall list property address and shall provide a cost breakdown of services and labor or material charges. The CDA reserves the right to inspect the job sites and approve or disapprove the Contractor's work. If the CDA disapproves the work, the Contractor will have forty-eight hours to resolve any problems. The Contractor will not be paid for the job until the problems are resolved.

5. GOODWILL. The Contractor agrees that in performing any duties required under this agreement he will avoid any words or actions that would convey a negative image for the CDA or any of the various co-parties involved. Should an event occur that violates this provision, the Contractor and the CDA will mutually agree to necessary corrections to be made.

6. CONFIDENTIALITY. All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, [Sections 13.01 through 13.99], particularly those rules and regulations which address information about persons receiving assistance from the CDA and/or location of CDA assisted housing, shall be complied with.

7. RECORDS AVAILABILITY AND RETENTION. Pursuant to Minnesota Statute 16B.06, Subd. 4, Contractor agrees that CDA, or any of its duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Contract. Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.

8. SUBCONTRACTING AND ASSIGNMENT. Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without Prior written approval of the CDA and subject to such conditions and provisions as the CDA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

9. INDEPENDENT CONTRACTOR. Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the CDA. No tenure or any rights or benefits including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or any other benefits available to Agency employees, shall construe to the Contractor or employees of the contractor performing services under this agreement. Any and all claims that may arise as a consequence of any act or omission on the part of said Contractor shall in no way be the obligation or responsibility of the CDA.

10. NONDISCRIMINATION. During the performance of this Agreement, the Contractor agrees to the following:

    No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

11. HEALTH and SAFETY. The Contractor shall be solely responsible for the health and safety of its employees and subcontractors' employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all of the Contractor's employees, including those of all subcontractors, have received all of the training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Uniform First Code and/or any other applicable health and safety regulations.

12. SURVIVAL. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violations of any Federal or State law, or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid, and that the remainder of this contract shall remain in full force and effect.

13. AMENDMENT. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.

14. AGREEMENT. This agreement, when executed, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

15. LIABILITY AND INDEMNIFICATION. The Contractor agrees it well defend, indemnify and hold harmless the CDA, its officers and employees against any and all liability, loss, costs, damages and expenses which the CDA, its officers or employees may hereinafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Contract.

16. INSURANCE. Contractor hereby agrees, that in order to protect itself as well as the CDA under indemnity provisions set forth above, it will at all times during the term of this contract keep in force:

    a. Coverage's: The contractor shall at its expense carry not less than:
        - 1,000,000.00 In Commercial General Liability Insurance.
        - 1,000,000.00 In Automobile Liability Insurance.
        - Contractor shall purchase insurance to protect itself from claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed.
    b. Additional Insured. Contractor shall name CDA as an additional insured on its commercial general liability policy, and that additional-insured coverage shall be primary and non-contributory with respect to any other insurance or self insurance which may be maintained by the CDA.
    c. Certificates of Insurance. Before beginning work under this Agreement, and annually after that, until all work under this Agreement is completed. Contractor shall furnish to the CDA a certificate or certificates of insurance demonstrating the required coverage.
    d. Failure to Insure. The failure to carry the required insurance coverage, or to furnish the required certificate or certificates of insurance, shall be a material breach of this Agreement.

17. DEFAULT AND CANCELLATION. If the Contractor fails to perform any of the provisions of this agreement or so fails to administer the work as to endanger the performance of the agreement, this shall constitute default. Unless the Provider's default is excused by the CDA, the CDA may terminate this agreement immediately without further notice.

    This agreement may be cancelled without cause by either party upon thirty days written notice.

18. NOTICE TO CONTRACTOR: You are required by Minnesota Statutes, Section 270.66 to provide your Social Security number or Minnesota tax identification number if you do business with the State of Minnesota. The information may be used in the enforcement of federal or state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. These numbers will be available to federal and state personnel involved in the payment of state obligations.

    Social Security: _____ Minnesota Tax ID: _____ Federal Employer ID: _____

19. ANTITRUST. Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

    IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Contractor	**Carver County Community Development Agency**
_____	_____
City of Norwood Young America	Deputy Director

Attachment A-Pricing: Oak Grove Senior Residence

Proposed Costs: The undersigned offers and agrees, if this Bid is accepted within thirty (30) calendar days, to the following unit pricing:

DESCRIPTION	PROPOSED UNIT COST
Plowing parking lot and drive areas If you charge by inches, please indicate range below and amounts in unit cost: 1.5-2 inches 2-6 inches 6-10 inches 10+ inches	Per parking lot $ 80 $ 140 $ 185 $ 245 $ 380
Sidewalks	Per hour $ 120
Salt/sanding-parking lot	Per parking lot $ 85
Salt/sanding-sidewalks	Per hour $ 60
Bobcat, if necessary	Per hour $ 95
Dump truck removal, if necessary	~~Load cost~~ per hour $ 80
Any additional costs, if necessary	$ 150

Note: a. Hourly rates shall include labor, taxes, fees and other support costs.
b. The bid is not valid unless pricing is submitted for each item.

Submitted by (business name/address/phone/fax):

City of Norwood Young America
PO Box 59, 310 Elm St W
Norwood Young America, MN 55368

By: Ty Uigt
Signature

Tony Uigt
Print Name

10-8-21
Date

Carver County Community Development Agency

Snow Removal Services

THIS AGREEMENT dated October 14, 2020 by and between the Carver County Community Development Agency dba/oak Grove (hereinafter referred to as "CDA") and The City of Norwood Young America (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Oak Grove Apartments wishes to acquire snow removal services at 114 Reform Street NYA and other special projects as agreed upon, on a contractual basis; and,

NOW, THEREFORE, in consideration of the mutual undertakings and promises herein contained, the parties do agree as follows;

1. TERM. The term of this Agreement shall be from October 31, 2020 to April 30, 2021.

2. WARRANTY. The Contractor warrants and represents that he/she is qualified to provide the services herein.

3. SERVICES. The Contractor shall provide services as listed on Attachment "A" to said Contract.

4. PAYMENT. Payment for services shall be processed within 30 days to the Contractor after completion of services upon the presentation of a claim. Invoices shall list property address and shall provide a cost breakdown of services and labor or material charges. The CDA reserves the right to inspect the job sites and approve or disapprove the Contractor's work. If the CDA disapproves the work, the Contractor will have forty-eight hours to resolve any problems. The Contractor will not be paid for the job until the problems are resolved.

5. GOODWILL. The Contractor agrees that in performing any duties required under this agreement he will avoid any words or actions that would convey a negative image for the CDA or any of the various co-parties involved. Should an event occur that violates this provision, the Contractor and the CDA will mutually agree to necessary corrections to be made.

6. CONFIDENTIALITY. All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, [Sections 13.01 through 13.99], particularly those rules and regulations which address information about persons receiving assistance from the CDA and/or location of CDA assisted housing, shall be complied with.

7. RECORDS AVAILABILITY AND RETENTION. Pursuant to Minnesota Statute 16B.06, Subd. 4, Contractor agrees that CDA, or any of its duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Contract. Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.

8. SUBCONTRACTING AND ASSIGNMENT. Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without Prior written approval of the CDA and subject to such conditions and provisions as the CDA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

9. INDEPENDENT CONTRACTOR. Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the CDA. No tenure or any rights or benefits including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or any other benefits available to Agency employees, shall construe to the Contractor or employees of the contractor performing services under this agreement. Any and all claims that may arise as a consequence of any act or omission on the part of said Contractor shall in no way be the obligation or responsibility of the CDA.

10. NONDISCRIMINATION. During the performance of this Agreement, the Contractor agrees to the following:

    No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

11. HEALTH and SAFETY. The Contractor shall be solely responsible for the health and safety of its employees and subcontractors' employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all of the Contractor's employees, including those of all subcontractors, have received all of the training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Uniform First Code and/or any other applicable health and safety regulations.

12. SURVIVAL. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violations of any Federal or State law, or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid, and that the remainder of this contract shall remain in full force and effect.

13. AMENDMENT. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.

14. AGREEMENT. This agreement, when executed, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

15. LIABILITY AND INDEMNIFICATION. The Contractor agrees it well defend, indemnify and hold harmless the CDA, its officers and employees against any and all liability, loss, costs, damages and expenses which the CDA, its officers or employees may hereinafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Contract.

16. INSURANCE. Contractor hereby agrees, that in order to protect itself as well as the CDA under indemnity provisions set forth above, it will at all times during the term of this contract keep in force:

    a. Coverage's: The contractor shall at its expense carry not less than:
        - 1,000,000.00 In Commercial General Liability Insurance.
        - 1,000,000.00 In Automobile Liability Insurance.
        - Contractor shall purchase insurance to protect itself from claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed.
    b. Additional Insured. Contractor shall name CDA as an additional insured on its commercial general liability policy, and that additional-insured coverage shall be primary and non-contributory with respect to any other insurance or self insurance which may be maintained by the CDA.
    c. Certificates of Insurance. Before beginning work under this Agreement, and annually after that, until all work under this Agreement is completed. Contractor shall furnish to the CDA a certificate or certificates of insurance demonstrating the required coverage.
    d. Failure to Insure. The failure to carry the required insurance coverage, or to furnish the required certificate or certificates of insurance, shall be a material breach of this Agreement.

17. DEFAULT AND CANCELLATION. If the Contractor fails to perform any of the provisions of this agreement or so fails to administer the work as to endanger the performance of the agreement, this shall constitute default. Unless the Provider's default is excused by the CDA, the CDA may terminate this agreement immediately without further notice.

    This agreement may be cancelled without cause by either party upon thirty days written notice.

18. NOTICE TO CONTRACTOR: You are required by Minnesota Statutes, Section 270.66 to provide your Social Security number or Minnesota tax identification number if you do business with the State of Minnesota. The information may be used in the enforcement of federal or state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. These numbers will be available to federal and state personnel involved in the payment of state obligations.

    Social Security: _____ Minnesota Tax ID: _____ Federal Employer ID: _____

19. ANTITRUST. Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

    IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Contractor

City of Norwood Young America

Carver County Community Development Agency

10/20/20

Deputy Director

Oak Grove

Attachment A-Pricing: Oak Grove Senior Residence

Proposed Costs: The undersigned offers and agrees, if this Bid is accepted within thirty (30) calendar days, to the following unit pricing:

DESCRIPTION	PROPOSED UNIT COST
Plowing parking lot and drive areas If you charge by inches, please indicate range below and amounts in unit cost: 1 ½ to 2 inches 2 to 6 inches 6 to 10 inches 10 plus inches	Per parking lot $80.00 Flat Fee $140.00 $185.00 $245.00 $380.00
Sidewalks	Per hour $120.00
Salt/sanding-parking lot	Per parking lot $85.00
Salt/sanding-sidewalks	Per hour $60.00
Bobcat, if necessary	Per hour $95.00
Dump truck removal, if necessary	Load cost $80.00
Any additional costs, if necessary	$150.00

Note: a. Hourly rates shall include labor, taxes, fees and other support costs.
b. The bid is not valid unless pricing is submitted for each item.

Submitted by (business name/address/phone/fax):

City of Norwood Young America

310 Elm St. W., P.O. Box 59

Norwood Young America, MN 55368

By: Steve Helget
Signature

Steve Helget, City Administrator
Print Name

September 9, 2020
Date

Norwood Young America

more than a place, it's home.

Date: October 12, 2021

To: Members of the City Council

From: Carol Lagergren, Mayor

Re: NYA Recycling Center Satellite Location

Greg Boe, Environmental Services Dept Manager contacted the city in mid-September. He shared that by the first of the year the county won't have enough staff to cover the Recycling Center in Norwood Young America for the hours it is currently open. The hours have already been reduced to the following:

- Wednesdays from 3PM - 6 PM
- Saturdays from 8AM to noon

He would like to write a grant for the City which would be for approximately $5000 and would cover the majority of the hours the recycling center is open. The City would hire someone to cover the hours listed above. The person would be considered an employee of the City but it would still be a partnership between the City and the County.

Recommendation: Discussion only

Norwood Young America

more than a place, it's home.

To: Mayor Lagergren and City Council Members

From: Angela Brumbaugh, Clerk/Treasurer

Date: October 11, 2021

Re: Schedule a Special City Council Meeting for the Purpose of Administrator Interviews

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Because all of the Council will be together for interviewing City Administrator Candidates on October 21, 2021, we need to call a special meeting.

Interviews are scheduled for Thursday, October 21st, 2021 starting at 1:00 p.m.

Recommended Motion:

Motion to schedule a special City Council Meeting for 1:00 p.m. October 21, 2021 for the purpose of City Administrator Interviews.