



CITY COUNCIL AGENDA  
November 22, 2021 – 6:00 p.m.  
EDA / City Council Meetings; followed by Work Session  
City Council Chambers  
310 Elm Street W., Norwood Young America, MN 55368  
Bean, 174 E Gore Creek Drive, Vale, CO 81657

Zoom Meeting  
<https://us02web.zoom.us/j/84259203471?pwd=QlhnSTVlZW1scFolbmVncGpaVWFYUT09>  
Meeting ID: 842 5920 3471  
Passcode: 951703

#### ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
    - 1.1 Pledge of Allegiance
  2. Approve Agenda
    - 2.11 Approve minutes of October 25, 2021 meeting
  4. Adjournment
- 

#### CITY COUNCIL

1. Call City Council to Order
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment  
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
4. Consent Agenda  
(NOTE TO THE PUBLIC: All 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 November 8, 2021 meeting
  - 4.2 Approve payment of Claims
5. Public Hearing
  - 5.1 Public Hearing Regarding Ordering Improvements for 2<sup>nd</sup> Avenue from Northern Devonshire Drive to Main Street Project
6. Old Business
  - 6.1 Update on Remote Meeting Guidelines
7. New Business
  - 7.1 Approve Resolution 2021-39 Ordering Improvements for 2<sup>nd</sup> Avenue from Northern Devonshire Drive to Main Street Project
  - 7.2 Approve Resolution 2021-34 Preliminary and Final Plat Tacoma West Industrial Park 4<sup>th</sup> Addition
  - 7.3 Approve Resolution 2021-35 Greenwood Marina CUP, Resolution 2021-3 Greenwood Marina Variance, and
  - 7.4 Resolution 2021-37 Greenwood Marina Site Plan Review
  - 7.5 Approve Ordinance No 343 Pertaining to Sports Court, Home Recreation Facilities, or Home Sports Facilities.
  - 7.6 Discuss the 5-Year Financial Plan for 2022-2026
  - 7.7 Approve the increase of PERA contribution for the Fire Department
  - 7.8 Approve the Planning Consultant contract for 2022
  - 7.9 Approve NYA Community Video and Commercial
  - 7.10 Approve Resolution 2021-38 Sale of Lot 7 Block 2 Tacoma West Industrial Park
  - 7.11 Approve the purchase of Notify Me Software

- 7.12 Approve Assessor's Contract
- 7.13 Approve Scheduling of Joint Commission Meeting
- 7.14 Award Drainage Ditch Clean Out Quotes

- 8. Council Member & Mayor and Staff Reports
- 9. Adjournment

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

#### UPCOMING MEETINGS / EVENTS

- December 06 City Council – 6:00 p.m.
  - December 07 Planning Commission – 6:00 p.m.
  - December 08 Economic Development Commission – 6:00 p.m.
  - December 16 Senior Advisory Committee – 9:00 a.m.
  - December 20 Work Session, EDA, City Council – 6:00 p.m.
  - December 21 Finance Committee 3:00 p.m.
  - December 21 Parks and Recreation Commission – 4:45 p.m.
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#### WORK SESSION

- 1. Call Meeting of City Council Work Session to Order
- 2. Approve Agenda
- 3. Discuss Debt Obligations and Future Street Reconstruction Projects
- 4. Adjournment



## ECONOMIC DEVELOPMENT AUTHORITY MINUTES

October 25, 2021– 6:00 PM

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

### **Attendance:**

**ATTENDEES:** Carol Lagergren, Craig Heher, Alan Krueger, Charlie Storms

**STAFF:** Angela Brumbaugh – City Clerk/Treasurer, Karen Hallquist – Economic Development/Marketing Director

**OTHERS:** Josh Eckstein (Bolten and Menk), Larry Panning (VFW and American Legion), Sheriff Kammerud and Commander Wollin (Carver County Sheriff's Department), Matt Druley

### **1. Call EDA Meeting of City Council to Order:**

*Mayor Lagergren called the EDA meeting to order at 6:00 PM. Four members present.*

#### **1.1. Pledge of Allegiance**

### **2. Approve Agenda**

*Motion: CS/CH to approve the agenda as submitted. Motion passed 4-0.*

#### **2.1 Approve minutes of September 27, 2021 meeting**

*Motion CS/CH to approve the minutes as submitted. Motion passed 4-0.*

### **3. Adjournment**

*Motion: CH/CS to adjourn at 6:01 PM. Motion passed 4-0.*

Respectfully submitted,

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Carol Lagergren, Mayor

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Angela Brumbaugh, City Clerk/Treasurer



## **CITY COUNCIL MINUTES**

November 8, 2021– 6:00 PM

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

### **Attendance:**

**ATTENDEES:** Carol Lagergren, Craig Heher, Alan Krueger, Mike McPadden, Charlie Storms

**STAFF:** Angela Brumbaugh (City Clerk/Treasurer), Tony Voigt (Public Service Director)

**OTHERS:** Josh Eckstein (Bolten and Menk), Mark Metz (Carver County Attorney), Mayona Brenke, Kevin Murphy, Stan and Lois Schultz

### **1. Call City Council to Order:**

*Mayor Lagergren called the City Council meeting to order at 6:00 PM. All members present.*

### **2. Approve Agenda**

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

### **3. Introductions, Presentation, Proclamations, Awards and Public Comment**

### **4. Consent Agenda**

**4.1 Approve minutes of October 25, 2021 meeting**

**4.2 Approve minutes of November 1, 2021 special meeting**

**4.3 Approve payment of claims**

*Motion: CS/AK to approve the consent agenda as submitted. Motion passed 5-0.*

### **5. Public Hearing**

#### **5.1 Presentation for the 2<sup>nd</sup> Avenue Assessment Hearing**

*Mayor Lagergren opened the public hearing at 6:02 PM.*

Eckstein presented information on the completed project which included the following information: project timeline, completed improvements, financing and funding, assessment, final project cost summary. Total final cost of the project was \$1,309,230 million (18.8% below preliminary estimates). Total private assessment based on appraisal was \$90,000 (52.8% below preliminary estimates). Last lift of asphalt and turf restoration will be completed in spring.

*Motion: MM/CH to close the public hearing at 6:18 PM. Motion passed 5-0.*

#### **5.2 Presentation for the Oak Lane Assessment Hearing**

*Mayor Lagergren opened the public hearing at 6:18 PM.*

Eckstein presented information on the completed project which included the following information: project timeline, completed improvements, financing and funding, assessment, final project cost summary. Total final cost of the project was \$797,002 (9.7% below preliminary estimates). Total private assessment based on appraisal was \$210,928 (16.7% below preliminary estimates). Last lift of asphalt will be completed in spring.

*Motion: CH/CS to close the public hearing at 6:30 PM. Motion passed 5-0.*

### **6. Old Business**

#### **6.1 Update on Public Water Access**

Memo from Hallquist shared information from Rachel Henzen (PAT Area Supervisor/Division of Parks and Trails). More information on the requirements for public lake access for non-motorized vehicles will be coming at a future meeting.

## **7. New Business**

### **7.1 Approve Resolution 2021-32 Certifying 2<sup>nd</sup> Avenue Project Assessment Roll to the County**

*Motion: CH/CS to approve Resolution 2021-32 A Resolution adopting the Assessment Roll for the City of Norwood Young America to be certified to Carver County for the 2021 – 2<sup>nd</sup> Avenue Project. Motion passed 5-0.*

### **7.2 Approve Resolution 2021-33 Certifying Oak Lane Project Assessment Roll to the County**

*Motion: MM/AK to approve Resolution 2021-33 A Resolution adopting the Assessment Roll for the City of Norwood Young America to be certified to Carver County for the 2021 – Oak Lane Project. Motion passed 5-0.*

### **7.3 Approve award for the CIPP lining for the 2021 2<sup>nd</sup> Avenue Lift Station**

Eckstein shared information on the CIPP (Cured in Place Pipe) that was included in the feasibility study but completed as a separate project. All sanitary sewer mains on the 2<sup>nd</sup> Avenue Project were inspected and determined to be good candidates for this type of repair as an alternative to excavation and replacement of the existing sewer mains. Life expectancy is 80 to 90 years.

*Motion: CS/CH to approve hiring Hydro-Klean to complete the 2<sup>nd</sup> Avenue CIPP sanitary sewer lining in the amount of \$40,968.50. Motion passed 5-0.*

### **7.4 Approve the 2022 Prosecution Contract with Carver County**

Metz shared information on contract fees to include a 3% county personnel cost allowance. Costs to individual cities are based on a three year average of misdemeanor cases. The cost for Norwood Young America will be \$4,867.71 (an increase from \$3,891.23 in 2021). Metz shared additional information on personnel changes (hearing officer added to replace two law clerks), update on Veterans Court which is now partnered with Dakota County, update on Drug Court, and increases in criminal sex cases as well as domestic assault cases since the beginning of the pandemic.

*Motion: AK/CH to approve the 2022 Prosecution Contract between the City of Norwood Young America and Carver County Attorney's Office in the amount of \$4,867.71. Motion passed 5-0.*

### **7.5 Approve Naming 4 Paws Animal Control as the City's Impound Site for Stray Dogs and Cats**

Lagergren shared information gathered on 4 Paws Animal Control – the only remaining impound site in the area. Cost will be \$175 per call. Animals will be held for 5-7 days at which time 4 Paws will work with rescue centers to have the animal adopted. During that waiting period, information on the animal will be advertised by the city and the impound center online and in the city office bulletin board.

*Motion: CH/AK to name 4 Paws Animal Control as the impound site for stray animals found within city limits. Motion passed 5-0.*

### **7.6 Approve Contract with Andrea Aukrust for City Administrator**

Lagergren shared the proposed contract with Andrea Aukrust. The contract has been approved by Aukrust who is ready to accept the position upon approval by the Council.

*Motion: CS/AK to approve contract with Andrea Aukrust as City Administrator for the City of Norwood Young America effective December 6, 2021. Motion passed 5-0.*

### **7.7 Approve Resolutions Regarding Small Cities Development Grant Programs**

Memo from Hallquist shared the need for two resolutions prior to applying for a MN DEED Small Cities Development Program Grant.

*Motion: MM/CH to approve Resolution 2021-30 A Resolution authorizing submittal of an application for a Small Cities Development Streetscape Program. Motion passed 5-0.*

*Motion: CS/AK to approve Resolution 2021-31 A Resolution identifying "slum and blight" conditions in a targeted area of the City of Norwood Young America.*

### **7.8 Approve the purchase of Notify Me software**

Brumbaugh shared information on Notify Me software that could be used by city staff to contact citizens whenever needed. This software has the capability to call, text or email residents who sign up for the service. Total cost to the city is \$570 with 2000 free alerts. Additional information was requested by the Council on the number of city staff who will have access to send alerts, ability of the software to pinpoint areas of the cities through alerts, and alignment to the city social media policy.

*Council tabled the decision until the next meeting.*

### **7.9 Closed Session**

Lagergren shared the following: "The next item on the agenda is a closed session pursuant to MN Statutes Section 13D.03. While in closed session, the City Council will engage in a discussion of strategy for labor negotiations." John Edison from Rupp, Anderson, Squares and Waldspurger (Chief Negotiator for the City) was present during the closed session.

*Motion: CS/CH to go into closed session at 7:23 PM. Motion passed 5-0.*

*Motion: MM/CS to go into open session at 8:14 PM. Motion passed 5-0.*

*to haul the rock to the Oak Grove site at a cost of approximately \$5400. Motion passed 4-0.*

### **8. Council Member and Mayor and Staff Reports**

MM – no report

CH – report from Carver County Leaders meeting highlighting the following: a redistrict in 2022 based on census results that may include wards in the larger communities in the county

CS – report from Planning Commission highlighting the following: public hearings on Sports Courts and Greenwood Marina

AK – report from Senior Advisory highlighting the following: Senior Center

CL – report from SWCTC Board of Directors meeting the following: updates on Highway 5 and Highway 212 funding needs; report from Personnel Committee on requests for PERA adjustment from Fire Department

### **9. Adjournment**

*Motion: MM/CS to adjourn at 8:21 PM. Motion passed 5-0.*

Respectfully submitted,

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Carol Lagergren, Mayor

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Angela Brumbaugh, City Clerk/Treasurer



**more than a place, it's home.**

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

**To Be Approved: November 22, 2021**

**Payroll EFT**

Check #	506954 - 506969	\$	16,678.40
	-		

**Voided Checks**

Check #	\$	-
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**Prepays**

Check #	\$	-
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**Claims Pending Payment**

Check #	32469 - 32521	\$	274,932.84
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**Wire Transfer**

**Cardmember e-check**

Grand Total	\$	<u>291,611.24</u>
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## CITY OF NORWOOD YOUNG AMERICA

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**\*Check Detail Register©**

Batch: 112221clms,hutch

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 CHECKING</b>					
<b>32469</b>	<b>11/22/21</b>	<b>212 EQUIPMENT</b>			
E 603-49500-223		Repair/Maintenance Bldg/	\$825.00	2831	rental for storm sewer main
		Total	\$825.00		
<b>32470</b>	<b>11/22/21</b>	<b>BALZUM, REBECCA</b>			
R 101-45200-34735		Park Rental	\$125.00	12/12/21	Clay bldg refund
		Total	\$125.00		
<b>32471</b>	<b>11/22/21</b>	<b>BOLTON &amp; MENK, INC</b>			
E 101-41500-303		Engineering Fees	\$2,858.00		420 RR street
E 601-49400-303		Engineering Fees	\$445.00		S Tower heat vent
E 495-43100-303		Engineering Fees	\$8,052.00	0276964	2nd Ave-Utility Phase 2
E 496-43100-303		Engineering Fees	\$19,759.50	0276966	Oak Lane improvements
E 495-43100-303		Engineering Fees	\$16,130.50	0276969	2nd Ave SE recon and lift station
E 101-41500-303		Engineering Fees	\$2,208.00	0278504	2021 Sanitary Sewer CIPP
E 495-43100-303		Engineering Fees	\$8,390.00	0278528	Oak Lane Utility-phase 2
E 496-43100-303		Engineering Fees	\$15,269.00	0278529	Oak Lane improvements
E 601-49400-303		Engineering Fees	\$450.00	0278530	water facility
E 495-43100-303		Engineering Fees	\$20,931.50	0278531	2nd Ave Recon and lift station
		Total	\$94,493.50		
<b>32472</b>	<b>11/22/21</b>	<b>BROCK WHITE CO LLC</b>			
E 101-43100-223		Repair/Maintenance Bldg/	\$276.14	15116685-00	masterseal limestone
		Total	\$276.14		
<b>32473</b>	<b>11/22/21</b>	<b>CARDMEMBER SERVICE</b>			
E 101-42200-323		Radio Units	\$116.70		motorola charger
E 101-43100-210		Operating Supplies	\$11.09		shop tool warranty
E 601-49400-211		Personal Protection Equip	\$250.76		disposable gloves
E 602-49450-211		Personal Protection Equip	\$250.77		disposable gloves
E 101-43100-211		Personal Protection Equip	\$55.73		disposable gloves
E 101-49860-223		Repair/Maintenance Bldg/	\$351.00		pool skimmer valve repair
E 101-45200-223		Repair/Maintenance Bldg/	\$112.60		boxelder bug spray
E 602-49450-210		Operating Supplies	\$142.95		paper towels
E 101-49860-223		Repair/Maintenance Bldg/	\$28.62		bond 75-AM
E 602-49450-221		Repair/Maintenance Equip	\$359.24		hose reel on 1901
E 101-41320-350		Print/Publishing/Postage	\$473.80		newsletter postage
E 101-46500-331		Travel/Meeting Expense	\$896.47		mfg day lunches
E 101-41330-319		Sr. Advisory Committee	\$244.49		senior advisory box lunches
E 101-41110-430		Miscellaneous	\$45.10		city admin candidate lunches
E 101-46500-331		Travel/Meeting Expense	\$60.00		Annual expo-real estate
E 101-41110-350		Print/Publishing/Postage	\$42.00		council email
		Total	\$3,441.32		
<b>32474</b>	<b>11/22/21</b>	<b>CARQUEST AUTO PARTS</b>			
E 101-42200-210		Operating Supplies	\$97.93	11/1/21	
		Total	\$97.93		
<b>32475</b>	<b>11/22/21</b>	<b>CARVER COUNTY</b>			



## CITY OF NORWOOD YOUNG AMERICA

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**\*Check Detail Register©**

Batch: 112221clms,hutch

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42100-311		County Police Contract	\$1,368.41	SHERI00358	police contract-overtime
E 101-42100-311		County Police Contract	\$95,627.00	SHERI00359	2nd half 2021 police contract
		Total	\$96,995.41		
<b>32476</b>	11/22/21	<b>CENTERPOINT ENERGY</b>			
E 601-49400-383		Gas Utilities	\$86.97		
E 602-49450-383		Gas Utilities	\$109.49		
E 101-45500-383		Gas Utilities	\$8.25	11/4/21	
		Total	\$204.71		
<b>32477</b>	11/22/21	<b>CITIZEN STATE BANK HSA ACCTS</b>			
G 101-21718		HSA ACCOUNT	\$766.66		November H S A
		Total	\$766.66		
<b>32478</b>	11/22/21	<b>DAVID BLEICHNER</b>			
E 101-49015-314		Contracts Payments	\$800.00	748934	October lawn care
		Total	\$800.00		
<b>32479</b>	11/22/21	<b>DHOORE, PAUL</b>			
E 602-49450-406		LICENSES	\$23.00		WW class B renewal
		Total	\$23.00		
<b>32480</b>	11/22/21	<b>EHLERS AND ASSOCIATES, INC</b>			
E 101-41500-310		Other Professional Serv	\$625.00	88509	Sackett Waconia
E 101-41500-310		Other Professional Serv	\$500.00	88982	disclosure fee
		Total	\$1,125.00		
<b>32481</b>	11/22/21	<b>FASTENAL COMPANY</b>			
E 602-49450-223		Repair/Maintenance Bldg/	\$14.94	MNWAC7100	WWTP bolts
		Total	\$14.94		
<b>32482</b>	11/22/21	<b>GLENCOE FLEET SUPPLY</b>			
E 101-45200-223		Repair/Maintenance Bldg/	\$47.45	57050	concrete repair
		Total	\$47.45		
<b>32483</b>	11/22/21	<b>HEALTH PARTNERS</b>			
G 101-21706		Hospitalization/Medical In	\$10,086.26	108520615	
		Total	\$10,086.26		
<b>32484</b>	11/22/21	<b>HILGERS PLUMBING &amp; HEATING</b>			
E 101-42200-223		Repair/Maintenance Bldg/	\$215.00	14677	Clean soot out of burner
		Total	\$215.00		
<b>32485</b>	11/22/21	<b>HUTCHISON, ERIC</b>			
R 601-49400-36200		Miscellaneous Revenues	\$153.23	310 SHADY	UTILITY REFUND
		Total	\$153.23		
<b>32486</b>	11/22/21	<b>HUTCHISON, REV. ERIC</b>			
R 601-49400-37110		Unallocated Utility Revenu	\$111.90		100000074020
		Total	\$111.90		
<b>32487</b>	11/22/21	<b>ISELER DEMOLITION INC.</b>			

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**\*Check Detail Register©**

Batch: 112221clms,hutch

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49400-500		Capital Outlay	\$21,000.00	21082	DEMOLITION OF WATER TOWER
		Total	\$21,000.00		
<b>32488</b>	11/22/21	<b>KENNEDY &amp; GRAVEN CHTD</b>			
E 101-46500-304		Legal Fees	\$348.50	NR275-0006	Waconia Manf
E 101-46500-304		Legal Fees	\$3,611.50	NR275-0064	YeagerMachine
		Total	\$3,960.00		
<b>32489</b>	11/22/21	<b>LANO EQUIPMENT OF NORWOOD, INC</b>			
E 101-43100-223		Repair/Maintenance Bldg/	\$300.00	68058	grading/repair storm and street proj
		Total	\$300.00		
<b>32490</b>	11/22/21	<b>LOCAL LAWN CARE</b>			
E 101-41320-314		Contracts Payments	\$146.25	5798	mowing
		Total	\$146.25		
<b>32491</b>	11/22/21	<b>LOFFLER - 131511</b>			
E 101-41400-437		Maintenance Contract	\$1,298.77	3865702	
		Total	\$1,298.77		
<b>32492</b>	11/22/21	<b>LOFFLER COMPANIES, INC.</b>			
E 101-41400-437		Maintenance Contract	\$89.50	30364781	
		Total	\$89.50		
<b>32493</b>	11/22/21	<b>MAC QUEEN EQUIPMENT</b>			
E 101-42200-210		Operating Supplies	\$19.78	P37822	
		Total	\$19.78		
<b>32494</b>	11/22/21	<b>MID-COUNTY CO-OP OIL ASSN</b>			
E 101-43100-212		Motor Fuels	\$239.65		
E 101-45200-212		Motor Fuels	\$119.82		
E 601-49400-212		Motor Fuels	\$119.82		
E 602-49450-212		Motor Fuels	\$119.82		
E 101-42200-212		Motor Fuels	\$327.69	62992	diesel
		Total	\$926.80		
<b>32495</b>	11/22/21	<b>MINI BIFF</b>			
E 101-45200-418		Other Rentals (Biffs)	(\$122.40)	A-127198	
E 101-45200-418		Other Rentals (Biffs)	\$122.40	A-128041	
E 101-45200-418		Other Rentals (Biffs)	\$162.87	A-128386	
E 101-45200-418		Other Rentals (Biffs)	\$98.38	A-128387	
E 101-45200-418		Other Rentals (Biffs)	\$94.11	A-128388	
		Total	\$355.36		
<b>32496</b>	11/22/21	<b>MINNESOTA VALLEY TESTING LAB</b>			
E 602-49450-217		Lab Fees	\$37.10	1115784	
E 601-49400-217		Lab Fees	\$97.00	111649	
		Total	\$134.10		
<b>32497</b>	11/22/21	<b>MN STATE FIRE DEPT ASSOCIATION</b>			
E 101-42200-433		Dues and Subscriptions	\$225.00	2022	20220dues

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**\*Check Detail Register©**

Batch: 112221clms,hutch

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$225.00		
<b>32498</b>	11/22/21	<b>NORTHWOODS BANK</b>			
G 101-21718		HSA ACCOUNT	\$166.67		November H S A
Total			\$166.67		
<b>32499</b>	11/22/21	<b>NORWOOD ELECTRIC INC</b>			
E 101-41940-223		Repair/Maintenance Bldg/	\$123.40	17167	N fire station led lamps
E 101-41940-223		Repair/Maintenance Bldg/	\$116.75	17169	library-ballast
E 101-41940-223		Repair/Maintenance Bldg/	\$85.00	17170	Pavilion kitchen outlet
Total			\$325.15		
<b>32500</b>	11/22/21	<b>OLD NATIONAL BANK</b>			
G 101-21718		HSA ACCOUNT	\$175.67		November H S A
Total			\$175.67		
<b>32501</b>	11/22/21	<b>OPTUM BANK</b>			
G 101-21718		HSA ACCOUNT	\$465.34		November H S A
Total			\$465.34		
<b>32502</b>	11/22/21	<b>ORANGEBALL INC</b>			
E 101-46500-310		Other Professional Serv	\$4,634.00	NYA004-3	marketing video
Total			\$4,634.00		
<b>32503</b>	11/22/21	<b>PATRIOT PAINTING &amp; SERVICESLLC</b>			
E 101-42200-223		Repair/Maintenance Bldg/	\$1,800.00	755355	DOWNPAY FOR INTERIOR PAINTING AT FD
Total			\$1,800.00		
<b>32504</b>	11/22/21	<b>PRO AUTO &amp; TRANSMISSION REPAIR</b>			
E 101-42200-221		Repair/Maintenance Equip	\$274.51	101385	2002Peterbilt-FD
E 101-42200-221		Repair/Maintenance Equip	\$350.81	101433	1996Kodiak-FD
E 101-42200-221		Repair/Maintenance Equip	\$535.38	101434	2012Ford F550
E 101-42200-221		Repair/Maintenance Equip	\$1,117.86	101539	2002FordF-250FD
E 101-42200-221		Repair/Maintenance Equip	\$461.49	101776	1995FordF800
E 101-42200-221		Repair/Maintenance Equip	\$1,318.05	101826	2000Peterbilt-FD
Total			\$4,058.10		
<b>32505</b>	11/22/21	<b>PROMOTION GRAPHICS</b>			
E 101-42200-221		Repair/Maintenance Equip	\$1,404.00	20216037	new reflective logos
Total			\$1,404.00		
<b>32506</b>	11/22/21	<b>QUILL CORPORATION</b>			
E 101-41400-200		Office Supplies	\$315.97	20897500	
Total			\$315.97		
<b>32507</b>	11/22/21	<b>RECTECH OUTDOOR SOLUTIONS,LLC</b>			
E 101-42200-240		Small Tools and Minor Eq	\$1,083.96	5274	blackpack blowers
Total			\$1,083.96		
<b>32508</b>	11/22/21	<b>RUPP, ANDERSON, SQUIRES, PA</b>			
E 101-41500-304		Legal Fees	\$126.00		int. admin
E 101-41500-304		Legal Fees	\$234.00		shed issue

## CITY OF NORWOOD YOUNG AMERICA

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**\*Check Detail Register©**

Batch: 112221clms,hutch

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41500-304		Legal Fees	\$270.00		VFW lease
E 101-41500-304		Legal Fees	\$36.00		Waconia/Greenwood
E 101-41500-304		Legal Fees	\$90.00	13827	misc
		Total	\$756.00		
<b>32509</b>	11/22/21	<b>SCHMIDT CHIROPRACTIC</b>			
E 101-45200-208		Medical-Physicals	\$57.50		
E 101-43100-208		Medical-Physicals	\$57.50	10/20/21	DOT exam
		Total	\$115.00		
<b>32510</b>	11/22/21	<b>SECURITY BANK &amp; TRUST</b>			
G 101-21718		HSA ACCOUNT	\$680.00		November H S A
		Total	\$680.00		
<b>32511</b>	11/22/21	<b>R.E. SMITH OIL &amp; TIRE CO., INC</b>			
E 101-42200-212		Motor Fuels	\$115.76	10/31/21FD	
		Total	\$115.76		
<b>32512</b>	11/22/21	<b>SOUTH POINT FINANCIAL</b>			
G 101-21718		HSA ACCOUNT	\$333.33		November H S A
		Total	\$333.33		
<b>32513</b>	11/22/21	<b>SUN LIFE ASSURANCE COMPANY</b>			
G 101-21707		Disability Insurance	\$2,275.28		
		Total	\$2,275.28		
<b>32514</b>	11/22/21	<b>THEIN WELL</b>			
E 601-49400-221		Repair/Maintenance Equip	\$365.00	7720	pump/well inspections
		Total	\$365.00		
<b>32515</b>	11/22/21	<b>UNUM LIFE INSURANCE CO</b>			
G 101-21715		Life Ins	\$297.04	12/1/2021	
		Total	\$297.04		
<b>32516</b>	11/22/21	<b>US POSTAL SERVICE</b>			
E 601-49400-350		Print/Publishing/Postage	\$164.71		Dec utility bills
E 602-49450-350		Print/Publishing/Postage	\$164.71		
E 603-49500-350		Print/Publishing/Postage	\$164.71		
		Total	\$494.13		
<b>32517</b>	11/22/21	<b>W S &amp; D Permit Service</b>			
R 101-42400-32210		Building Permits	\$60.00	PERMIT#202 REFUND CANCELLED PERMIT	
		Total	\$60.00		
<b>32518</b>	11/22/21	<b>WEX BANK</b>			
E 101-45200-212		Motor Fuels	\$14.97		
E 601-49400-212		Motor Fuels	\$14.97		
E 602-49450-212		Motor Fuels	\$14.97		
E 101-45200-212		Motor Fuels	\$14.69		
E 601-49400-212		Motor Fuels	\$14.69		
E 602-49450-212		Motor Fuels	\$14.69		

## CITY OF NORWOOD YOUNG AMERICA

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**\*Check Detail Register©**

Batch: 112221clms,hutch

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-212		Motor Fuels	(\$2.39)		fuel discount
E 101-43100-212		Motor Fuels	\$29.93	407903	Holiday station fuel
E 101-43100-212		Motor Fuels	\$29.39	423100	
Total			\$145.91		
<b>32519</b>	11/22/21	<b>XCEL ENERGY</b>			
E 101-45200-381		Electric Utilities	\$18.95	754321017	
E 101-43100-380		Street Lighting	\$97.15	754492488	
E 101-43100-380		Street Lighting	\$83.07	75449725	
Total			\$199.17		
<b>32520</b>	11/22/21	<b>XCEL ENERGY</b>			
E 101-45200-381		Electric Utilities	\$24.94	754466691	
E 101-45200-381		Electric Utilities	\$37.16	754499528	
E 601-49400-381		Electric Utilities	\$2,449.94	754907229	
Total			\$2,512.04		
<b>32521</b>	11/22/21	<b>XCEL ENERGY</b>			
E 101-42200-381		Electric Utilities	\$338.22		
E 101-42500-381		Electric Utilities	\$11.85		
E 101-43100-380		Street Lighting	\$5,648.76		
E 101-43100-381		Electric Utilities	\$313.52		
E 101-45200-381		Electric Utilities	\$532.75		
E 101-45500-381		Electric Utilities	\$1,094.76		
E 601-49400-381		Electric Utilities	\$303.71		
E 602-49450-381		Electric Utilities	\$3,521.42		
E 101-49860-381		Electric Utilities	\$105.65		
E 101-41940-381		Electric Utilities	\$2,026.67	755687214	
Total			\$13,897.31		
<b>10100 CHECKING</b>			<b>\$274,932.84</b>		

**Fund Summary****10100 CHECKING**

101 GENERAL FUND	\$154,609.83
495 2nd AVE LIFT STATION-STR RECON	\$53,504.00
496 OAK LANE IMPR PROJECT	\$35,028.50
601 WATER FUND	\$26,027.70
602 SEWER FUND	\$4,773.10
603 STORM WATER UTILITY	\$989.71
	<b>\$274,932.84</b>



Real People. Real Solutions.

# City of Norwood Young America 2<sup>nd</sup> Avenue Infrastructure Improvements Improvement Hearing



*more than a place, it's home.*

November 22, 2021

# Presentation Format

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

# General Project Timeline

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



# Proposed Improvements – Street / Storm Sewer

- Street Improvements
  - Existing Street Width of 37 Feet (Devonshire Dr. to Shady Ln), 42 Feet (Shady Ln to Second St.), & 55 Feet (Second St. to Main St.)
  - Proposed Truck Route Street Section with a Width of 37 Feet (Devonshire Dr. to Second St. which Matches Phase 1) & 55 Feet (Second St. to Main St.)
- Sidewalk Improvements
  - Replace or Protect on West Side (Second St. to Main St.)
  - Remove East Side, Except for Along Apartments at North End
- Storm Sewer Improvements
  - Replace & Expand Existing Storm Sewer System
  - Add Draintile & Sump Pump Service Connections
  - Stormwater Treatment on City ROW

- Total Estimated Street & Sidewalk Project Cost = \$1,911,000
- Total Estimated Storm Sewer Project Cost = \$267,000

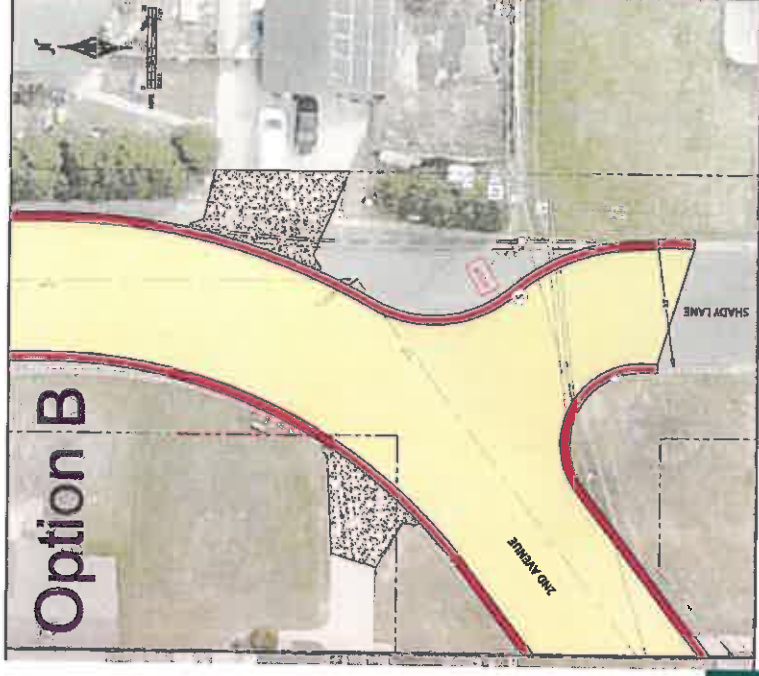
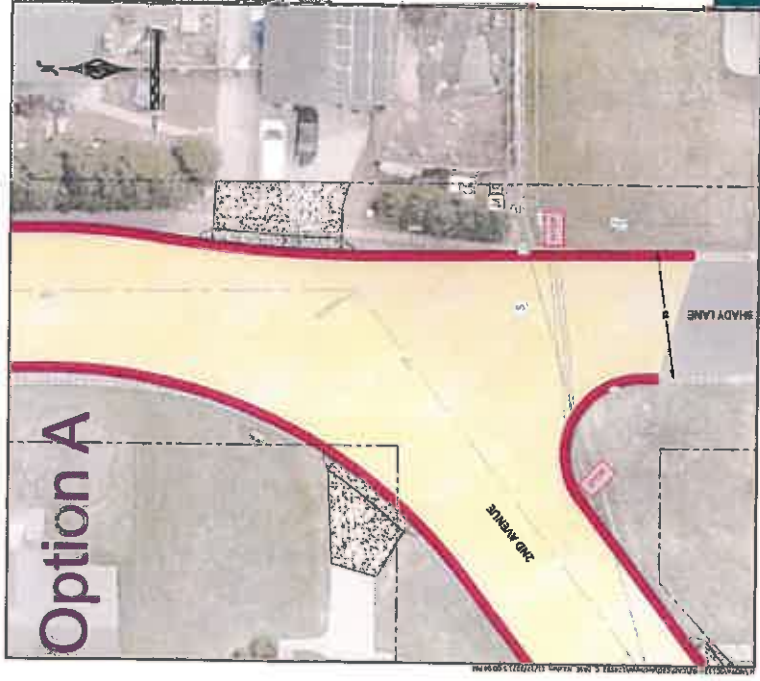
\*Alternates to Reduce Street Typical Sections Discussed with South Project



# Proposed Street Layout

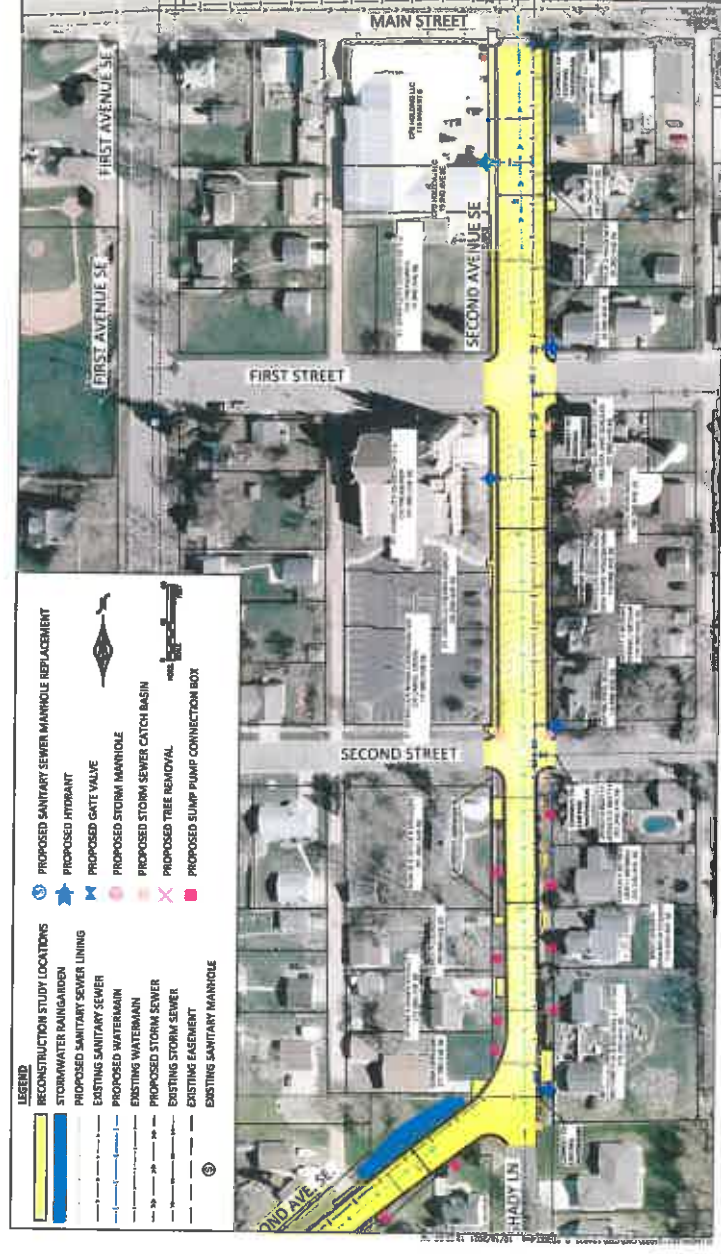
## Possible Geometric Change at Shady Lane

- Option A – Approximately Matching Existing Layout
- Option B – Shady Lane Modified to a Right-Angle Approach
  - Construction Costs are Approximately Equal
  - Option B Reduces Impervious Area & Provides Traffic Calming
  - Option B Has Minor Impacts to Adjacent Property



# Proposed Improvements – Sanitary Sewer / Water

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



Total Estimated Sanitary  
Sewer Project Cost =  
\$370,000

Total Estimated Water  
System Project Cost =  
\$699,000



# Project Financing & Funding

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

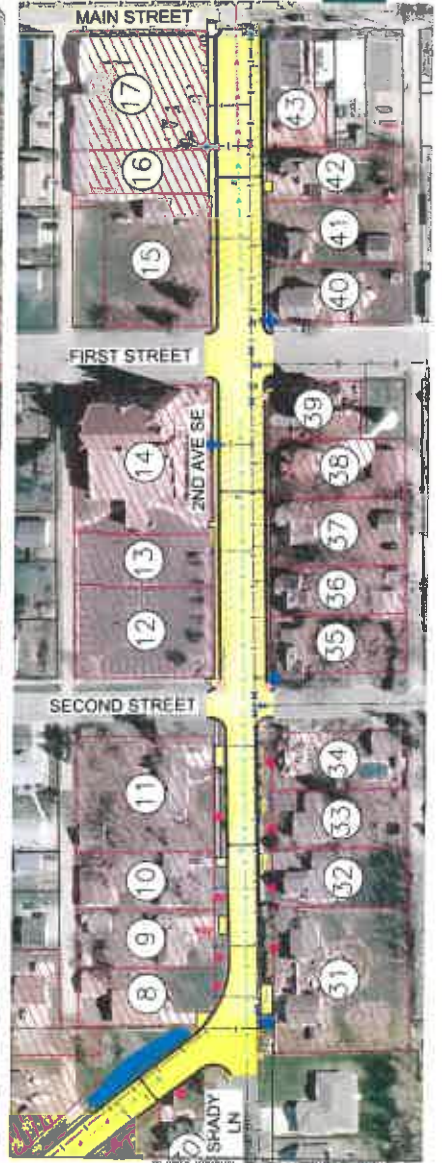
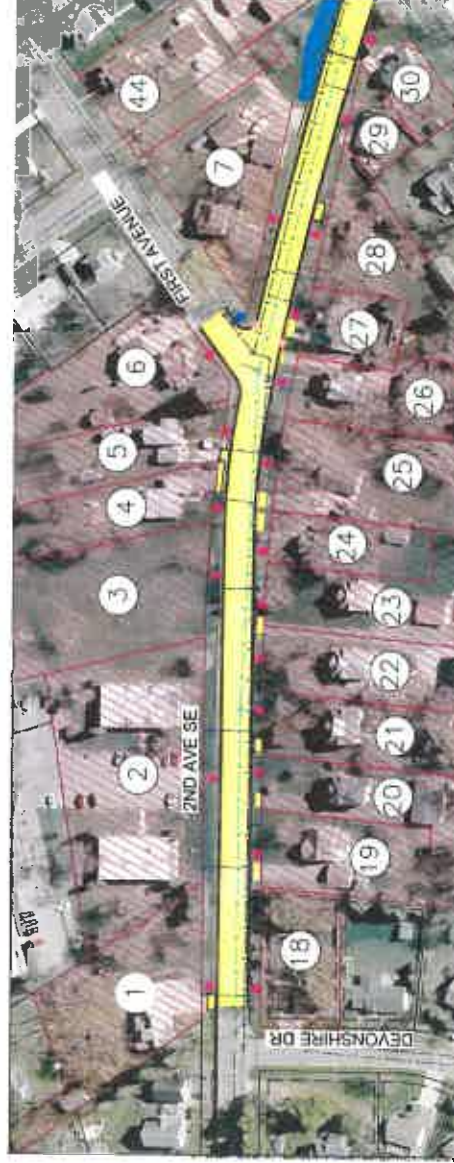


# Assessment Policy Review

- The City's Assessment Policy Provides a Uniform and Equitable Policy for All Property Owners
- Assessments for the Project were Calculated per City Policy:
  - 50% of Project Costs Assessed for Standard Residential Street Improvements on a Unit Basis (Same as Phase 1 Project)
  - 50% of Watermain Assessed on a Unit Basis
  - Storm Sewer Work, Sanitary Manhole/Lining Work, and Extra Depth/Width of Street not Assessed

# Assessment Area Map

- 44 Properties Located in the Project Area
- Estimated Street Reconstruction Cost Per Unit = \$13,660
- Estimated Watermain Cost Per Unit = \$7,596
- Assessment Benefit Evaluation Process Recommended & Will Likely Reduce Assessments



PROP. NO.	OWNER	PROPERTY ADDRESS
1	DOUGLAS C & MARY K KERBER	409 2ND AVE SE
2	HORWOOD YOUNG AMERICA APARTMENTS LLC	354 CENTRAL AVE S
3	HORWOOD YOUNG AMERICA APARTMENTS LLC	MA
4	CHRISTINE B A DAVID B SMITH	317 2ND AVE SE
5	RICHARD & ALICE G TELLERS	312 2ND AVE SE
6	LARRY M & HELENE BROWN	01ST AVE SE
7	SOLYNN & MELANIE TYLER	307 2ND AVE SE
8	DOMA HERMAN	217 2ND AVE SE
9	WAYNE A MAREN KOSCHIT	213 2ND AVE SE
10	DOREY P LOCKWOOD	209 2ND AVE SE
11	ALAN W A JOYCE E KRIEGER	201 2ND AVE SE
12	ST JOHN'S LUTHERAN CHURCH	115 2ND AVE SE
13	ST JOHN'S LUTHERAN CHURCH	109 2ND AVE SE
14	ST JOHN'S LUTHERAN CHURCH OF Y A	101 2ND AVE SE
15	ST JOHN'S LUTHERAN CHURCH OF Y A	19 2ND AVE SE
16	KPB HOLDING LLC	13 2ND AVE SE
17	KPB HOLDING LLC	1515 MARSH ST
18	HARLEN B WINTER GUYANA	403 DEVONSHIRE DR
19	JUDITH J BOLDZ	404 2ND AVE SE
20	JAYRARD & GLENN STRANATE	402 2ND AVE SE
21	ROBERT E & JOYCE L SAAR COS REVOCABLE TR	309 2ND AVE SE
22	MAE ANNE M GOLDSMITH	308 2ND AVE SE
23	SHANE VILLUS	307 2ND AVE SE
24	THOMAS REGLER	306 2ND AVE SE
25	WYNLEIGH A & ALAN HORSTH	310 2ND AVE SE
26	WILLIAM & CHELSEA ROSSON	312 2ND AVE SE
27	RYAN C SCHMIDT & RUDION J SUMBA	310 2ND AVE SE
28	RYAN MABER	302 2ND AVE SE
29	STEPHEN R PEW	302 2ND AVE SE
30	MARK REIDINGER	210 2ND AVE SE
31	MILFORD JR & BRENDAN L NATHIE	210 2ND AVE SE
32	BROCK & SHANTHA COOPER	206 2ND AVE SE
33	JOSHUA P A LEAH L BERNALI	203 2ND AVE SE
34	JAMES M & REGINA L BEATTY	111 2ND AVE SE
35	WYNNE PAUL BEER	114 2ND AVE SE
36	SCOTT A & DONNA L REDMAR	110 2ND AVE SE
37	NICHOLAS & BINA WARE RODGERS	108 2ND AVE SE
38	MICHAEL OLAF SCOUTON JR & MELISSA ANNE GONZALEZ	85 2ND AVE SE
39	WILLIAM SCHMIDT	20 2ND AVE SE
40	PHILIP D WAGNER	18 2ND AVE SE
41	ANNA CHALUPSKY	201 MARSH ST
42	ERRIST HOLDINGS LLC	201 MARSH ST
43	LEIFREY A KERBER	200 1ST AVE SE
44		

# Project Cost Summary

- Total Estimated Project Cost = \$3,247,000
- Total Estimated Assessed Amount (Per Policy) = \$780,000
- Total Estimated City Cost = \$2,467,000
  - Amount Likely To Increase if Assessment Benefit Evaluation Completed
- Estimated Bond Rate = 2.5% at a 15-Year Term
- Due to the Unique Project Area/Scope and the High Preliminary Assessments, it is Recommended to Complete an Assessment Benefit Evaluation

# Next Steps

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



# Questions / Comments / Discussion

# Preliminary Assessment Roll

PROP. NO.	OWNER	PROPERTY ADDRESS	P.I.D.	TOTAL UNITS	CORNER LOT UNIT CREDIT - PRIMARY	NON-ASSESSABLE UNITS	STREET ASSESSMENT ASMT - UNIT	STREET ASSESSMENT UNIT	WATERMAIN ASSESSMENT UNIT	TOTAL ASMT	*ANNUAL ASMT PAYMENT	NOTES
1	DOUGLAS C & NANCY K KREIDER	402 2ND AVE SE	58011450	1.00	0.50		0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	
2	INORWOOD YOUNG AMERICA APARTMENTS LLC	324 CENTRAL AVE S	58720070	3.00			3.00	\$40,080.78	3.00	\$22,787.07	\$5,538.66	1 UNIT PER 75' - ONE UNIT PER 275 GAL VACANT LOT, NO EXISTING WATER SERVICE
3	INORWOOD YOUNG AMERICA APARTMENTS LLC	N/A	58720060	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
4	CHRISTINE R & DAVID B SMITH	317 2ND AVE SE	58011370	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
5	ROCHELLE & ALICE G TELLERS	313 2ND AVE SE	58011170	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
6	LARRY M & HELEN E SIMONS	0 1ST AVE SE	58380071	1.00			0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	ASSESSED 0.5 UNIT IN 2013
7	COLYN M & MELANIE TYETE	307 2ND AVE SE	58380180	1.00	0.50		0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	ASSESSED 0.5 UNIT IN 2013
8	DONNA HERMANN	217 2ND AVE SE	58380150	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
9	WAYNE & KAREN KOHOUT	213 2ND AVE SE	58380160	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
10	CORREY P LOCKWOOD	209 2ND AVE SE	58380170	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
11	ALAN W & JOYCE E KRUEGER	201 2ND AVE SE	58380180	1.00	0.50		0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	ASSESSED 0.5 UNIT IN 2013
12	ST JOHNS LUTHERAN CONGREGATION	113 2ND AVE SE	58051090	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
13	ST JOHNS LUTHERAN CHURCH	109 2ND AVE SE	58380090	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
14	ST JOHNS LUTHERAN CHURCH OF Y A	101 2ND AVE SE	58051070	1.00	2.00		2.00	\$27,720.53	1.00	\$7,595.68	\$3,031.80	1 UNIT PER 75' - ASSESSED 2 UNITS IN 2013, 1 UNIT PER 275 GAL SERVICE
15	ST JOHNS LUTHERAN CHURCH OF Y A	19 2ND AVE SE	58051070	1.00		1.00		\$13,860.26	1.00	\$7,595.68	\$1,845.55	
16	CPH HOLDING LLC	15 2ND AVE SE	58051070	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
17	CPH HOLDING LLC	115 MAIN ST E	58051080	2.00	1.00		1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	1 UNIT PER 75' - 1 UNIT PER 275 GAL
18	MARLEN B RIVERA QUINTANA	400 DEVONSHIRE DR	58150050	1.00		0.50	0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	
19	KRISTIN M BELLTZ	404 2ND AVE SE	58011060	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
20	JANIS & GILLIAN STAMATIS	402 2ND AVE SE	58011065	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
21	ROBERT E & JOYCE L SAARLOOS REVOCABLE TR	330 2ND AVE SE	58011070	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
22	AMEARNE M GOLDSMITH	328 2ND AVE SE	58011050	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
23	DRAKE WILLIS	322 2ND AVE SE	58011120	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
24	TRAVIS KESLER	320 2ND AVE SE	58011090	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
25	KATHLEEN M & ALAN ROSETH	318 2ND AVE SE	58011030	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
26	WILLIAM & CHELSIA ROSSON	316 2ND AVE SE	58011050	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
27	RYAN C SCHMIDT & RHONDA J SKRABA	312 2ND AVE SE	58011040	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
28	RYAN KASER	310 2ND AVE SE	58011040	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
29	STEPHAN R PEW	308 2ND AVE SE	58051070	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
30	MARK REDINGER	302 2ND AVE SE	58051080	1.00	0.50		0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	
31	MILFORD D & BRENDA L WATZKE	218 2ND AVE SE	58051070	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
32	BROCC & SAMANTHA COUSER	210 2ND AVE SE	58051100	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
33	JOSHUA P & LEAH L BERNAU	208 2ND AVE SE	58051090	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
34	JAMES M & JESSICA E BEATTY	202 2ND AVE SE	58051080	1.00		0.50	0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	
35	WAYNE PAUL BESSLER	118 2ND AVE SE	58051080	1.00		0.50	0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	
36	SCOTT A & DONNA L BERNAR	114 2ND AVE SE	58051080	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
37	NICHOLAS & GINA MARIE ROGOSIENSKI	110 2ND AVE SE	58051070	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
38	THOMAS DEAN GASSER	108 2ND AVE SE	58051080	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
39	MICHAEL OLAF SCOUTON JR & MELISSA JANE GONZALEZ	102 2ND AVE SE	58051080	1.00		0.50	0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	ASSESSED 0.5 UNIT IN 2013
40	WILLIAM SCHRUPP	24 2ND AVE SE	58051080	1.00		1.00		\$13,860.26	1.00	\$7,595.68	\$1,845.55	ASSESSED 1.0 UNIT IN 2013
41	PHILIP D WAGNER	20 2ND AVE SE	58051080	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
42	ANN CHALUPSKY	18 2ND AVE SE	58051080	1.00			1.00	\$13,860.26	1.00	\$7,595.68	\$1,845.55	
43	ERNST HOLDINGS LLC	201 MAIN ST E	58051020	1.00	0.50		0.50	\$6,830.13	1.00	\$7,595.68	\$1,262.52	1 UNIT PER 75' - 1 UNIT PER 275 GAL
44	JEFFREY A DEBNER	218 1ST AVE SE	58385140	1.00		1.00		\$13,860.26	1.00	\$7,595.68	\$1,845.55	ASSESSED 1.0 UNIT IN 2013
				Total Units	17.00							
				Corner Lot Credit	5.50							
				Assessment Basis Units	41.50							
					35.00	5.50		\$491,761.46	8	\$20,765.52	\$760,765.68	
									46.0	\$288,634.20		





Date: November 22, 2021

To: Members of the City Council and City Staff

From: Carol Lagergren, Mayor

Re: Update on Remote Meeting Guidelines

Below is information recently shared in the most recent League of Minnesota Cities Magazine (November 2021):

The following requirements must be met for a city to meet via interactive technology:

- Members at all locations can hear and see one another and all discussion and testimony presented.
- ***The public at the regular meeting location can hear and see all discussion and testimony.***
- At least one member of the council is present at the regular meeting location.
- All votes are conducted by roll call.
- ***Each location at which a member of the body is present is open and accessible to the public.***
- ***The city provides notice of the regular meeting location and remote locations.***
- To the extent practical, the public can monitor the meeting electronically from a remote location.

Notice of location does not need to be provided if a member is serving in the military and is at a required drill, deployed, or on active duty.

***Recommendation: Information only.***

***Norwood Young America***

310 Elm Street West PO Box 59 - Norwood Young America MN 55368 - (952)467-1800 - [www.cityofnya.com](http://www.cityofnya.com)



To: Mayer Lagergren and Council Members  
From: Angela Brumbaugh, City Clerk-Treasurer  
Date: November 22, 2021  
Subject: Resolution 2021-39 Ordering Improvements for 2<sup>nd</sup> Avenue from Northern Devonshire Drive to Main Street Project

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Attached is Resolution 2021-39 regarding improvements for the 2<sup>nd</sup> Half of 2<sup>nd</sup> Avenue which goes from Northern Devonshire Drive Intersection to Main Street. The resolution is to order improvements of the project if you would like to continue with it.

**Recommendation:**

**Motion to approve Resolution 2021-39 Ordering Improvements and preparation of plans for the 2<sup>nd</sup> Avenue from Northern Devonshire Drive Intersection to Main Street Project.**

## **RESOLUTION 2021-39**

### **RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS FOR THE 2<sup>ND</sup> AVENUE FROM NORTHERN DEVONSHIRE DRIVE INTERSECTION TO MAIN STREET PROJECT**

**WHEREAS**, the Norwood Young America City Council at their October 25, 2021 regular City Council meeting approved Resolution R-2021-30, which fixed a date for a public hearing on the proposed 2<sup>nd</sup> Avenue Improvement Project. The project includes street, drainage, and utility system improvements to 2<sup>nd</sup> Avenue from the northern Devonshire Drive Intersection to Main Street, and

**WHEREAS**, ten (10) days' mailed notice and two (2) weeks' published notice of the hearing was given, and the hearing was held in the Council Chambers at Norwood Young America City Hall, 310 Elm St W, on the 22<sup>nd</sup> day of November, 2021, at which all persons desiring to be heard were given an opportunity to be heard thereon,

#### **NOW THEREFORE, BE IT RESOLVED THAT**

1. The City Council has been advised by the consulting engineers that said improvement is necessary, cost-effective, and feasible as detailed in the Feasibility Study.
2. Such improvement is hereby ordered as proposed in the City Council Resolution adopted on the 25<sup>th</sup> day of October, 2021.
3. The engineer, Bolton & Menk, Inc., shall prepare plans and specifications for the making of such improvements.
4. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

Adopted by the council this 22<sup>nd</sup> day of November, 2021.

Approved:

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Carol Lagergren, Mayor

Attest:

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Angela Brumbaugh, City Clerk - Treasurer



To: Honorable Mayor Lagergren  
Members of the City Council  
Acting Administrator Brumbaugh

From: Cynthia Smith Strack, Consulting Planner

Date: November 22, 2021

Re: Preliminary/Final Plat – Tacoma West Industrial Park 4<sup>th</sup> Addition

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**Applicants:** City of Norwood Young America  
Angie and Aaron Bean (Greenwood Marina)

**Property Owner:** City of Norwood Young America

**Subject Property Address:** Current 410, 416 & 420 Tacoma Circle. Future: TBD

**Property ID:** 587500130, 587500120, & 587500110 (subject to change – resubdivision)

**Legal:** Lots 8-10, Block 2, Tacoma West Industrial Park Carver County, Minnesota.  
(Proposed to be platted as Lot 1, Block 1 Tacoma West Industrial Park 4<sup>th</sup> Addition).

**Zoning Class:** I-1 Light Industrial

**Requests:** Preliminary and Final Plat Approval

**Attachments:** Proposed Plat

#### **BACKGROUND**

The City (Property Owner) and Angie and Aaron Bean, owners of Greenwood Marina (Applicants) propose purchase of portions of three current, improved lots and establishment of a marine warehouse and storage use on said lots. In order to accommodate the development, the City proposes resubdivision of the improved lots into Lot 1, Block 1 and Outlot A, Tacoma West Industrial Park Fourth Addition.

Please find attached an aerial map for reference and the proposed plat. The purpose of platting is to combine three existing improved lots into one parcel while retaining an existing public stormwater facility in an outlot. The resubdivision will enable development. Vacation of existing drainage and utility easements on shared lot lines in the underlying plat will be considered by the City Council at a future meeting. Dedication of a new drainage and utility easement on a proposed shared lot boundary is illustrated on the plat.

#### **REVIEW:**

Submittal of review of the final plat by Carver County (Surveyor's Office and Taxation) has been requested by staff to the Applicant.

The proposed plat was been forwarded to the City Engineer and City Attorney for review.

The proposed planned use is consistent with the 2040 Comprehensive Plan. Zoning is to remain Light Industrial. Lot performance standards are achieved as per requirements of the Light Industrial District. No change to infrastructure is proposed.

**PC RECOMMENDATION:**

The Planning Commission held a public hearing on the proposed replat on November 3, 2021. Following review and discussion, the PZC recommended approval of the resubdivision contingent on the following:

1. Title review by the City Attorney.
2. Incorporation of comments contained in a staff memo dated October 21, 2021 from John Swanson, Bolton-Menk.
3. Revision of the location of a shard boundary between Lot 1, Block 1 and Outlot A Tacoma West Industrial Park Fourth Addition, in the event the stormwater pond is required to be expanded.
4. Incorporation of comments from Carver County Surveyor's Office and Taxation, if applicable.
5. Certification that all taxes are paid.
6. Recording of the final plat at the Carver County Recorder's Office within 120 days of the date of approval by the City Council.

**ACTION**

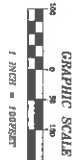
The City Council is to take action on the proposed resubdivision. A sample RESOLUTION is attached for consideration.

PLAT FILE NO.  
C.R. DOC. NO.

TOP NUT MONUMENT IN THE NORTHWEST QUADRANT OF THE INTERSECTION OF TACOMA AVENUE AND THE CREEK  
ELEVATION = 972.62 FEET MGD019

● DENOTES 1/2 INCH IRON MONUMENT FOUND  
◆ DENOTES 1/2 IN. x 1/4 IN. IRON MONUMENT SET, MARKED # 45356  
◆ DENOTES CARVER COUNTY CAST IRON MONUMENT  
T DENOTES HYDRANT

- DENOTES 1/2 INCH IRON MONUMENT FOUND
- DENOTES 1/8 IN. x 1/4 IN. IRON MONUMENT SET, MARKED # 45356
- ◆ DENOTES CARVER COUNTY CAST IRON MONUMENT
- IT DENOTES HYDRANT



**DRAINAGE & UTILITY EASEMENTS  
ARE SHOWN THIS:**

BEING 5.0 FEET IN WIDTH  
ADJOINING SIDE LOT LINES, AND  
10.0 FEET IN WIDTH ADJOINING  
STREET LINES AND REAR LOT  
LINES, AS SHOWN ON THE PLAT  
UNLESS OTHERWISE INDICATED.



Lots 8, 9, and 10, Block 2, TACOMA WEST INDUSTRIAL PARK, Carver County, Minnesota

In witness whereof said the City of Norwood Young America, a Minnesota municipal corporation has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 2021.

**The Mayor**

Ilse Clark

The foregoing instrument

(Signed)

1

STATE OF MINNESOTA

(Signed)

CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA

Casey Cogburn

**Zeitschrift für Evangelische Ethik**

I hereby certify that taxes payable in \_\_\_\_\_

COLLECTED RECORDS Center for Church Ministries

I hereby certify that this plat of TACOMA WEST

By: \_\_\_\_\_



**Recommended Motion:**

**Motion to approve Resolution 2021-34; a Resolution Approving Preliminary and Final Plat of Tacoma West Industrial Park 4<sup>th</sup> Addition.**

*Norwood Young America*

# RESOLUTION 2021-34

## A RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT OF TACOMA WEST INDUSTRIAL PARK 4<sup>th</sup> ADDITION

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

WHEREAS, the City of Norwood Young America is the Fee Owner of Lots 8-10, Block 2, Tacoma West Industrial Park Carver County, Minnesota; and,

WHEREAS, the aforementioned property is proposed to be platted as Lot 1, Block 1 and Outlot A Tacoma West Industrial Park 4<sup>th</sup> Addition pursuant to Chapter 1120 of the City Code; and,

WHEREAS, preliminary and final plat approval by the City Council is required under Chapter 1120 of the City Code; and,

WHEREAS, the Norwood Young America Planning Commission held a public hearing on the preliminary plat on November 3, 2021; and,

WHEREAS, the Planning Commission following the public hearing and discussion recommended the City Council conditionally approve the plat of Tacoma West Industrial Park 5<sup>th</sup> Addition; and,

WHEREAS, the City Council reviewed and considered the plat and the Planning Commission recommendation at a regular meeting November 22, 2021; and,

WHEREAS, the City Council finds:

1. The property being resubdivided has previously been platted and is improved with a full complement of municipal utilities and adequately served by Tacoma Avenue, Tacoma Boulevard and Tacoma Circle.
2. Easements defined under previous plats are being vacated and new required easements are illustrated on the corresponding plat.
3. The resubdivision will enable an industrial development project to proceed.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a preliminary and final plat for Tacoma West Industrial Park 4<sup>th</sup> Addition, conditioned on the following:

1. Title review by the City Attorney.
2. Incorporation of comments contained in a staff memo dated October 21, 2021 from John Swanson, Bolton-Menk.
3. Revision of the location of a shard boundary between Lot 1, Block 1 and Outlot A Tacoma West Industrial Park Fourth Addition, in the event the stormwater pond is required to be expanded.
4. Incorporation of comments from Carver County Surveyor's Office and Taxation, if applicable.
5. Certification that all taxes are paid.
6. Recording of the final plat at the Carver County Recorder's Office within 120 days of the date of approval by the City Council.

BE IT FURTHER RESOLVED the Mayor and City Administrator are authorized and directed to execute the final plat.

Adopted by the City Council this 22<sup>nd</sup> day of November, 2021.

\_\_\_\_\_  
Carol Lagergren, Mayor

ATTEST:

\_\_\_\_\_  
Angela Brumbaugh, City Clerk

**TACOMA WEST INDUSTRIAL PARK 4TH ADDITION**



To: Honorable Mayor Lagergren  
Members of the City Council  
Acting Administrator Brumbaugh

From: Cynthia Smith Strack, Strack Consulting, LLC

Date: November 22, 2021

Re: Greenwood Marina CUP, Variance, and Site Plan Review

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**Applicant:** Angie and Aaron Bean, Greenwood Marina

**Property Owner:** City of Norwood Young America

**Subject Property Address:** Current 410, 416 & 420 Tacoma Circle. Future: TBD

**Property ID:** 587500130, 587500120, & 587500110 (subject to change – resubdivision)

**Legal:** Lots 8-10, Block 2, Tacoma West Industrial Park Carver County, Minnesota.  
(Proposed to be platted as Lot 1, Block 1 Tacoma West Industrial Park 4<sup>th</sup> Addition).

**Zoning Class:** I-1 Light Industrial

**Requests:** Conditional Use Permit for outdoor storage as provided for under Section 1210.06, Subd. 3(B)(18) of the City Code. If approved the conditional use permit will allow for outdoor storage of watercraft and related items  
  
Site Plan Approval

**Representative:** Jamie Cacka – RAM Building  
Aaron and Angie Bean, Greenwood Marina

**Attachments:** Application  
Plan Set  
Site Map  
Exterior Elevations  
Memo from City Engineer dated October 21, 2021  
Email correspondence from Fire Chief dated October 21, 2021  
Review letter – Carver County WMO  
Draft minutes November 3, 2021 Planning Commission meeting  
Resolutions for consideration

## **BACKGROUND**

Angie and Aaron Bean (Greenwood Marina) have submitted plans for an 11,832 sf watercraft warehouse/storage facility proposed for a combined three parcel site accessed from Tacoma Circle. The Applicant's site build-out plan illustrates four additional 11,832 sf cold storage buildings and a 7,200 sf cold storage building. The Bean's propose to construct the principal facility with office space at this time and store marine items and trailers outdoors until such a construction of an additional facility is warranted.

The Applicants request:

1. Consideration of a conditional use permit for accessory outdoor storage as provided for under Section 1230.12, Subd. 4; conditional uses in the I-1 Light Industrial District.
2. Variance under Section Section 1230.12, Subd. 5(E) pertaining to accessory structure height, and
3. Site plan approval.

The Council is to consider the requests in the order listed.

## **GENERAL INFORMATION**

### **Comprehensive Plan:**

The 2040 Comprehensive Plan illustrates industrial as the planned land use classification for future development on the subject parcel. The planned use is consistent with the proposed use.

### **District and Use:**

The property is zoned I-1 Light Industrial District. The proposed warehousing use is permitted within the subject district. Surrounding locale is a mix of industrial and undeveloped. The subject parcel abuts Tacoma Boulevard, Tacoma Avenue, and will be accessed from Tacoma Circle.

## **CONDITIONAL USE PERMIT REQUEST**

Applicants represent:

- Principal use of the property proposed is Indoor and outdoor storage of watercraft and watercraft trailers. Outdoor storage is to be limited to existing impervious surfaces. Outdoor storage will not be located on turf surfaces.
- Plans are to provide additional indoor storage as demand dictates.
- Watercraft repair as a subordinate use is also proposed with potential to increase over time.
- Traffic to and from the site will peak in spring and fall.

## **CUP REVIEW**

Section 1210.06, Subd. 3(B)(18) prescribes the following conditions for outdoor storage, reviewer comments are in *italic type face*:

1. All outdoor storage yards shall be completely screened from roads or developed areas with a solid fence or wall 6 feet or more in height, maintained in good condition, and screened with suitable planting. *Proposed outdoor storage area fencing is recommended by the Planning Commission as a condition of approval. Berming on the northwest and southwest corners of the subject parcel is represented in the plan set.*
2. No un-screened outdoor storage yards established after the effective date of this Chapter shall be located closer than 500 feet to existing State and Federal roads, nor closer than 100 feet to any other City streets. *Proposed outdoor storage area fencing is recommended by the Planning Commission as a condition of approval. Berming on the northwest and southwest corners of the subject parcel is represented in the plan set.*

#### General Criteria for Approval of Conditional Use Permits

The aforementioned standards relate specifically to outdoor storage. In addition, the Planning Commission is required to examine the request under a series of general standards as set for under Section 1210.06 Conditional Use Permits, Subd. 3(A).

1. The use is consistent with goals, policies and objectives of the Comprehensive Plan. *The 2040 NYA Comprehensive Plans guides the subject area to industrial use.*
2. The use is consistent with the intent of this Ordinance. *Warehousing is allowed as a permitted use in the I-1 District. Accessory outdoor storage is allowed in the I-1 District under CUP.*
3. The use does not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements. *The proposed use will occur on previously improved lots in the City's industrial park. The subject property is serviced by all municipal services at this time.*
4. The use does not have an undue adverse impact on the public health, safety or welfare. *The proposed warehouse storage use will be confined in scope and size by proposed conditions of use permit issuance. Proposed conditional use permit standards will limit adverse impact on the public's health, safety, or welfare.*
5. The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood. *The use as provided for in the City Code and with conditions proposed appears to blend in with the uses within the general locale.*
6. The use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *The subject site a fully improved lot(s) within the City's industrial park.*
7. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided. *The subject parcel is an existing, improved lot.*
8. Adequate measures have been or will be taken to provide for vehicular and pedestrian safety and convenience to, from and within the site. *Access to the site is from Tacoma Circle from a designed lot access. The site plan includes appropriate parking and access to the facility.*
9. The use meets all of the performance criteria requirements as established in Section 1245.01 of this chapter. *As a condition of approval, the proposed use shall meet the requirements of Section 1245.01 of the City Code relating to noise, vibration, smoke, particulate matter, odor, etc. Connection to municipal utilities will be required when available as provided for under Chapter 9 of the City Code.*
10. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located. *Other performance standards appear to be met.*

#### Public Hearing:

The Planning Commission held a public hearing on the conditional use permit request. Draft meeting minutes are attached. **The Planning Commission recommended approval of the CUP based on several conditions as itemized below, including those providing for a maximum number of units allowed to be stored onsite (100 units) and a maximum area for outdoor storage (6,000 sq ft). The Applicants request consideration of the following: 12,000 sf of outdoor storage area as illustrated in Exhibit A of the sample Resolution attached. See attached email dated November 17<sup>th</sup> for more information.**

**PC Recommendation:**

The PC recommends approval of the Conditional Use Permit with the following conditions:

1. The "Use" of the property is a watercraft and watercraft trailer warehouse and storage facility. The Use includes an 11,832 square foot principal structure and up to four 11,832 sf and one 7,200 sf cold storage structures on a single parcel of record.
2. Conditional use permit approval is contingent on recording of a plat for Tacoma West Industrial Park Fourth Addition.
3. Conditional use permit approval is contingent on approval of a variance for accessory structure height and a site plan and meeting all conditions related to site plan approval.
4. The conditional use permit is effective when recorded at the Carver County Recorder's Office.
5. Maximum outdoor storage shall consist of up to 100 of any combination of watercraft, watercraft trailers, and/or watercraft on trailers.
6. Maximum outdoor storage area is **6,000 square feet (Applicants request 12,000 sf)**.
7. Outdoor storage is limited to watercraft and watercraft related trailers and shall only occur on existing dust-free and weed-free surfaces as identified in Surfacing Plan sheet of included with the plan set.
8. Outdoor storage shall be fenced, subject to administrative approval of a fence permit.
9. Outdoor storage shall be neat and orderly at all times.
10. Watercraft stored on site shall be reasonably licensed and operable during suitable conditions. Junk watercraft and/or salvage storage is prohibited. Watercraft stored outdoors shall be prepared to withstand Minnesota winters without fluid discharge onto impervious surfaces.
11. Upon build out of all buildings proposed outdoor storage shall be reduced to zero of any combination of watercraft and/or watercraft trailers.
12. No outdoor storage shall occur until construction of the principal structure has commenced.
13. This conditional use permit shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.
14. The conditional use permit shall become void if the use of the property changes from watercraft and watercraft trailer storage to a different use.
15. The conditional use permit may be revoked for failure to meet the conditions included in the conditional use permit and is subject to regular compliance audits/reviews.
16. This approval is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.

**VARIANCE REVIEW**

The Norwood Young America Planning Commission held a public hearing on a variance request related to maximum accessory structure height as submitted by the Applicant.

The Applicant proposes several accessory structures be allowed to have a height of 32 feet; district limit is 25 feet. The additional height allows for accessory structures of the proposed size to accommodate watercraft heights.

***Potential findings in favor of the request:***

- A. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
- B. The proposed variance is not for the use of property.
- C. The proposed structure is part of watercraft warehouse.
- D. The additional height allows a pitched roof.
- E. The proposed variance is modest in scope and scale.
- F. The proposed variance provides for more efficient development and consumption of land as required under the 2040 Comprehensive Plan.
- G. The proposed building height variance makes development more cost-effective by building up as opposed to building a larger footprint.
- H. The accessory structures are consistent in size and scale to other industrial structures in the adjacent locale and will not negatively impact the essential character of the industrial district.



***Potential findings for denial of the request:***

- A. The size or shape of the subject parcels could accommodate accessory structure heights meeting code.
- B. Building height is a factor solely under the control of the Applicant and therefore not unique to any given parcel.
- C. The proposed variance could be avoided if the accessory structures were reduced in size.

**PC Recommendation:**

The Planning Commission recommends approval of the variances pursuant to aforementioned itemized findings. If the PC considers a recommendation to approve the following conditions are recommended:

1. The "Use" of the property is a watercraft and watercraft trailer warehouse and storage facility. The Use includes an 11,832 square foot principal structure and up to four 11,832 sf and one 7,200 sf cold storage structures on a single parcel of record.
2. Variance approval is contingent on recording of a plat for Tacoma West Industrial Park Fourth Addition.
3. Variance approval is contingent on issuance of a conditional use permit and approval of a site plan and meeting all conditions related to site plan approval.
4. The variances shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.

**SITE PLAN REVIEW**

**Lot Performance Standards**

Light industrial district lot performance standards, with the exception of maximum accessory structure height appear to be met. The maximum impervious surface coverage is limited by previous design/grading to 72%, well under the 80% maximum under Code. Proposed surface coverage appears to be less than 70 percent.

**Transportation**

Access to the proposed structure is from Tacoma Circle which is classified as a 'local' street and designed to accommodate truck traffic. The Applicant represents traffic to/from site will peak during fall and spring when watercraft are moved to/from lakes. Greenwood Marina staff and watercraft operators will move items to/from the site. The seasonal traffic as represented by the Applicant appears to be of minimal impact on the transportation system. In the event larger volumes of traffic are generated at a point in the future, additional study may be required of the Applicant and/or Property Owner to determine impact on the transportation system.

The site plan illustrates two access points. The northernmost access will be developed with the principal structure. Maximum drive access width, setbacks from lot lines, surfacing, and curbing requirements appear to be met.

The secondary access to be constructed with a future phase of building is illustrated as compacted gravel. Under Section 1250.07(E) all driveway accesses must be hard surfaced and include high back curb.

**Parking**

The plans illustrate a total of seven parking spaces, including one accessible space. The parking area is proposed to be surfaced with bituminous and include partial B-612 curb. The parking lot is setback a minimum of ten feet from the property line. The volume of parking spaces is consistent with Code requirements. Under Section 1250.09, parking lot and access construction standards, the City Engineer may allow for deviation from required curbing standards in the I-1 District for areas in the side or rear yards.

**Architectural Design**

Building elevations are attached. Prefinished metal siding is proposed. Neutral colors are proposed for all structures. Zoning code architectural standards do not pertain to the I-1 Light Industrial District.

Restrictive covenants however do apply. The City is not responsible for enforcement of covenants, but as a land owner is a party to the covenants. The covenants also allude to a design review team comprised of specific persons who are to review the proposed construction and make a recommendation to the City Council.

The following specific standards are included in the covenants. Applicant may seek a 'variance' to the covenants. The pursuit of a 'variance' to covenant standards is independent of zoning purview. Property owners 'vote' on 'variances'.

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#### **BUILDING EXTERIOR ENCLOSURE MATERIALS**

Building exterior enclosure materials shall be attractive in appearance, durable and of a quality which is compatible with the adjacent structures and consistent with the intent of these covenants.

The front and street side facades shall be face brick, stone, glass, architectural metals or architectural woods, stucco, or EIFS with integral color or finish painting, architecturally treated concrete, cast in place or pre-cast concrete panels, painted decorative concrete block or integral color water repellent treated decorative concrete block or an approved equivalent as determined by the DRT.

Un-faced concrete block, structural concrete, prefabricated metal siding, and the like are prohibited from the front and street side facade areas. The use of these materials elsewhere shall only be in a manner approved by the DRT.

All exterior building materials, which require periodic maintenance, shall be maintained on a regular basis to retain the intent of these covenants as determined by the DRT.

All subsequent additions, outbuildings and screens constructed after the erection of an original building(s) shall be designed in a manner conforming and harmonizing with the original architectural design and general appearance.

#### **Lighting**

Building lighting is proposed to be limited to wall-mounted luminaries. Under Code, wall mounted luminaries should not be intended to be used to illuminate parking lots; instead pole lights shall be used in order to minimize off-site glare. The height of wall-mounted luminaries shall not exceed 18 feet above ground level at the building line. Luminaries must face downward and include cutoffs.

Light intensity at common lot lines shall not exceed one-half foot candle and light intensity at right of way boundaries shall not exceed one foot candle.

If overhead lighting is proposed a photometric plan is required.

#### **Landscaping**

The Applicant installation of twelve (12) overstory trees and berming at the northeast and northwest corners of the site. Tree species are not identified. The number of proposed trees appears to meet code for the existing structure. The Planning Commission discussed whether or not additional landscaping should be provided for accessory structures. The Commission recommends additional landscaping be identified and approved administratively when future structures are constructed.

Trees shall be a minimum of 2½ caliper inches, be of species approved by the City, and shall be replaced if they do not survive for two years after planting.

#### **Building/Site Signage**

Handicap and no-parking signs are included in the application materials. In the event any additional signage is contemplated, a separate permit is required and the standards contained in Section 1260 (Signs) of the City Code shall apply.

#### Industrial Use Performance Standards

The use shall be required to meet all performance standards set forth in Section 1245.01 of the City Code. In particular, garbage /refuse area shall be kept in an enclosed building or otherwise hidden from public view by a privacy fenced area.

#### Utilities, Stormwater, and Erosion Control

The City Engineer has reviewed the site plan. Comments included in a memo from the City Engineer dated October 21, 2021 are hereby incorporated by reference.

### **ADDITIONAL DEPARTMENT/AGENCY COMMENTS**

Public Service Director: The plans were forwarded to the Public Works Director Tony Voigt for review and comment.

Fire Department: The plans were forwarded to the Fire Chief Steve Zumberge for review and comment. Comments contained in an email October 21, 2021 are hereby incorporated by reference.

City Engineer: The plans were forwarded to the City Engineer for review and comment. Comments contained in a review memo dated October 21, 2021 are hereby incorporated by reference.

Carver County WMO: The plans were forwarded to CCWMO for approval. Comments from the WMO are included in a letter dated November 10, 2021.

### **RECOMMENDATION**

After review and discussion, the Planning Commission recommended the City Council approve the site plan conditioned on the following:

1. The "Use" of the property is a watercraft and watercraft trailer warehouse and storage facility. The Use includes an 11,832 square foot principal structure and up to four 11,832 sf and one 7,200 sf cold storage structures on a single parcel of record.
2. All application materials and plan sets are hereby incorporated by reference and accepted in good faith by the City as the Applicant's intended development, including but not limited to the attached site plan.
3. Approval of a conditional use permit for accessory outdoor storage.
4. Submittal of a revised set of plans illustrating compliance with required conditions of approval.
5. Compliance with all standards required and as set forth within the memo from Consulting Planner, Cynthia Smith Strack, dated November 22, 2021.
6. Compliance with all recommendations as set forth within the memo from John Swanson, Bolton-Menk (City Engineer) dated October 21, 2021.
7. Compliance with the recommendation as set forth within a memo from Fire Chief Steve Zumberge dated October 21, 2021.
8. Compliance with approval letter from Carver County WMO dated November 10, 2021.
9. The secondary access to be constructed with a future phase of building is illustrated as compacted gravel. Under Section 1250.07(E) all driveway accesses must be hard surfaced and include high back curb.

10. High-back perimeter curb shall be installed adjacent to the parking lot as represented in the site plan and on the south side of the parking lot.
11. The height of wall-mounted luminaries shall not exceed 18 feet above ground level at the building line. Luminaries must face downward and include cutoffs. Light intensity at common lot lines shall not exceed one-half foot candle and light intensity at right of way boundaries shall not exceed one foot candle.
12. Trees shall be a minimum of 2½ caliper inches, be species approved by the City, and shall be replaced if they do not survive for two years after planting. Additional landscaping shall be provided with future accessory structure constructions. Said future landscaping plans shall be subject to administrative review and approval.
13. The use shall continuously meet all performance standards set forth in Section 1245.01 of the City Code, as may be amended.
14. Garbage /refuse area shall be kept in an enclosed building or otherwise hidden from public view by a privacy fenced area
15. All signage shall require submittal of a sign permit application and approval by the Zoning Administrator and/or Building Official.
16. Building permits shall be required prior to all buildings proposed for construction or improvements on the property.
17. This approval is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
18. This approval shall expire one year after date of approval unless the Applicants have commenced construction of the Use on the Property.
19. Approval of this site plan does not approve any future expansion or associated improvements on-site.
20. Any modifications not defined as "minor" pursuant to Section 1210.08, Subd. 4, shall require separate site plan approval.

#### **ACTION**

1. The City Council is to consider conditional use permit request for outdoor storage of watercraft and trailers prior to consideration of the variance and site plan. A sample RESOLUTION is attached for consideration.
2. The City Council is to consider a variance request to allow a maximum accessory structure height prior to consideration of the site plan. A sample RESOLUTION is attached for consideration.
3. The City Council is to consider site plan approval. A sample RESOLUTION is attached for consideration.

**Recommended Motion:**

**Motion to approve Resolution 2021-35; a Resolution Approving a Conditional Use Permit to Allow Outdoor Storage and a Marine Warehouse Operation at Lot 1, Block 1, Tacoma West Industrial Park Fourth Addition.**

**Motion to approve Resolution 2021-36; a Resolution Approving a Variance to Maximum Accessory Structure Height in the Light Industrial District for Greenwood Marina.**

**Motion to approve Resolution 2021-37; a Resolution Approving a Site Plan for a Greenwood Marina – Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition.**

*Norwood Young America*

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**Fwd: CUP/Outdoor Storage****Greenwood Marina** <greenwoodmarina@gmail.com>

To: Cynthia Smith-Strack &lt;csmithstrack@gmail.com&gt;

Wed, Nov 17, 2021 at 4:44 PM

Cc: Angie Bean &lt;angie@greenwoodmarina.com&gt;, justin@greenwoodmarina.com

Cynthia,

Sorry for the delay in this. So here is the outdoor storage footage and area of where we intend to put them. The green space to the far south of the property does not convey the exact property lines we are proposing, let me know if you see that as an issue. Hopefully not as this is just an outside storage CUP depiction.

So, I would like to propose that the square footage go from 6000 square feet to 12,000 square feet. This would allow for us to hopefully build the future accessory buildings faster since we can have potential for more revenue producing space.

Also, I would like to propose that we would still be allowed some outdoor storage after all the buildings are constructed. If we have people dropping boats off for repairs, especially in the winter months, we would need a place to put keep them while we await for shop/storage space. We will have instances too, where, especially spring and fall, we will be moving boats around and in/out of the storage facilities and the shop as some await repair and others to fit in the storage buildings according to how they will be removed in the spring. Essentially we will be jockeying boats around in our peak seasons, and don't want to completely cut ourselves off from any outdoor storage as we maneuver these boats around to maximize the indoor space, and want to be able to cater to repair requests.

Let me know if you have any questions/concerns.

Thank You,  
Aaron Bean

Begin forwarded message:

**From:** Jamie Cacka <JamieC@RamBuildings.com>**Subject:** CUP/Outdoor Storage**Date:** November 17, 2021 at 4:19:45 PM CST**To:** Greenwood Marina <greenwoodmarina@gmail.com>, "angie@greenwoodmarina.com" <angie@greenwoodmarina.com>

Aaron &amp; Angie,

See attached ☺.

Thanks!

**Jamie Cacka** | Lead Estimator**RAM General Contracting, Inc.**

Office: 320.485.5572 | Cell: 320.905.1639

Fax: 320.485.3625

---

2 attachmentsimage001.jpg  
8K



Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

October 21, 2021

City of Norwood Young America  
Attn: Cynthia Smith-Strack  
310 W. Elm St.  
P.O. Box 59  
Norwood Young America, MN 55368

**RE: Greenwood Marina  
Site Plan and Plat Review  
Project No.: 0C1.124187**

Dear Ms. Smith-Strack:

We have completed an engineering review of the submitted information for the above referenced project. Our review is based on plans bearing the general title "RAM General Contracting, Construction Plans for Greenwood Marina Site Design", dated October 14, 2021, prepared by SHE, and a plat titled Tacoma West Industrial Park 4<sup>th</sup> Addition, undated, prepared by E.G. Rud & Sons, Inc. We offer the following comments and recommendations for your consideration:

**General:**

- 1) Our review assumes all improvements proposed will be privately owned and maintained.
- 2) Permits may be required for this project, including but not limited to NPDES Storm Water, CCWMO, and other permits relative to the use of the site as required by appropriate governing agencies, etc. Copies of all required permits shall be submitted.
- 3) The applicant shall submit the amount of additional impervious surface proposed, and verify the existing drainage facilities, including ponding and storm water treatment, on site are adequate to accommodate the proposed improvements. Calculations and verifications shall be submitted to the City and CCWMO.
- 4) The proposed storm sewer from the drive to the pond shall be RCP. The last 3 downstream joints, minimum shall be tied.

City of Norwood Young America  
Greenwood Marina  
October 21, 2021

- 5) It is recommended the proposed gravel surfaces be paved. The proposed gravel areas appear to function as accesses, driveways, and parking. It is our understanding Code and Development Covenants require these areas to be paved.

In addition, the majority of the site drains directly to the pond. Gravel surfaces generally will increase turbidity, sediment and gravel collecting in the pond, and result in the need for more frequent pond maintenance.

- 6) The Fire Chief should review the plans to determine if a hydrant within the site is warranted.
- 7) Silt fence or a minimum of 2 rows of sod in disturbed areas adjacent to curb is recommended.
- 8) Restoration of the slope to the pond and pond slope for storm sewer installation shall include a minimum of TRM reinforcement mat with seed.
- 9) The presence of existing utilities, if any, located along common lot lines proposed to be vacated should be verified prior to vacation.

Revised plans and requested information should be submitted as addressed herein. We are available to discuss this matter at your convenience.

Sincerely,

**Bolton & Menk, Inc.**



**John K. Swanson**

Cc: Karen Hallquist  
Jake Saulsbury





Cynthia Smith-Strack <[csmithstrack@gmail.com](mailto:csmithstrack@gmail.com)>

---

## Greenwood Marina Project

---

**Steve Zumberge** <[SteveZ@locherbros.com](mailto:SteveZ@locherbros.com)>  
To: Cynthia Smith-Strack <[csmithstrack@gmail.com](mailto:csmithstrack@gmail.com)>

Thu, Oct 21, 2021 at 6:06 PM

Cynthia,

Sorry for the delayed response.

Fire will require a fire department key lock-box. The order form will be included with the building permit packet.

Steven Zumberge  
Fire Chief  
Norwood Young America  
PO Box 59  
310 Elm St W  
Norwood Young America MN 55368  
Cell: (507) 469-9145  
Office: (952) 467-1806  
Email:[stevez@locherbros.com](mailto:stevez@locherbros.com)

**From:** Cynthia Smith-Strack [<mailto:csmithstrack@gmail.com>]  
**Sent:** Saturday, October 16, 2021 12:40 PM  
**To:** Jake Saulsbury; Jay T. Squires; Steve Zumberge; Tony Voigt  
**Cc:** Karen Hallquist  
**Subject:** Fwd: Greenwood Marina Project

Hi Jake, Jay, Steve, and Tony -

[Quoted text hidden]

---

## Greenwood Marina Project

---

Steve Zumberge <SteveZ@locherbros.com>  
To: Cynthia Smith-Strack <csmithstrack@gmail.com>

Thu, Oct 21, 2021 at 7:54 PM

The three existing hydrant will be adequate for this structure.

Sent from my iPhone

On Oct 21, 2021, at 7:46 PM, Cynthia Smith-Strack <csmithstrack@gmail.com> wrote:

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

<image001.jpg>

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Cynthia Smith Strack

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Cynthia Smith Strack



image001.jpg  
8K



**Carver County Water Management Organization**  
Planning and Water Mgmt Dept  
Government Center - Administration Building  
600 East 4<sup>th</sup> Street  
Chaska, Minnesota 55318  
Phone: (952)361-1820  
Fax: (952)361-1828  
[www.co.carver.mn.us/water](http://www.co.carver.mn.us/water)

## Memo

**To:** Aaron & Angie Bean, Greenwood Marina  
**From:** Kristen Larson, Carver County Water Management  
**Date:** November 10, 2021  
**Re:** Greenwood Marina – CCWMO Approval  
**File:** WP20210086

**cc:** Bryan Remer, SEH  
Paul Moline, CCWMO  
Kalley Guerdet, CCWMO  
Chip Hentges, Carver SWCD  
Kent Torve, Wenck Associates

**Enclosures:** none

Carver County Water Management Organization (CCWMO) received an application, plans, and information for the Greenwood Marina project in Norwood Young America on October 20, 2021 and updated information on October 28, 2021 and November 2, 2021. This letter is to inform you that Carver County Water Management is pleased to give approval for the project. This erosion and sediment control permit is valid until May 8, 2023 (18 months from the date of this letter). If the authorized work does not commence within the above time period, or the project specifications have changed, our office must be contacted to determine the need for further approval or re-verification.

### Condition of Approval

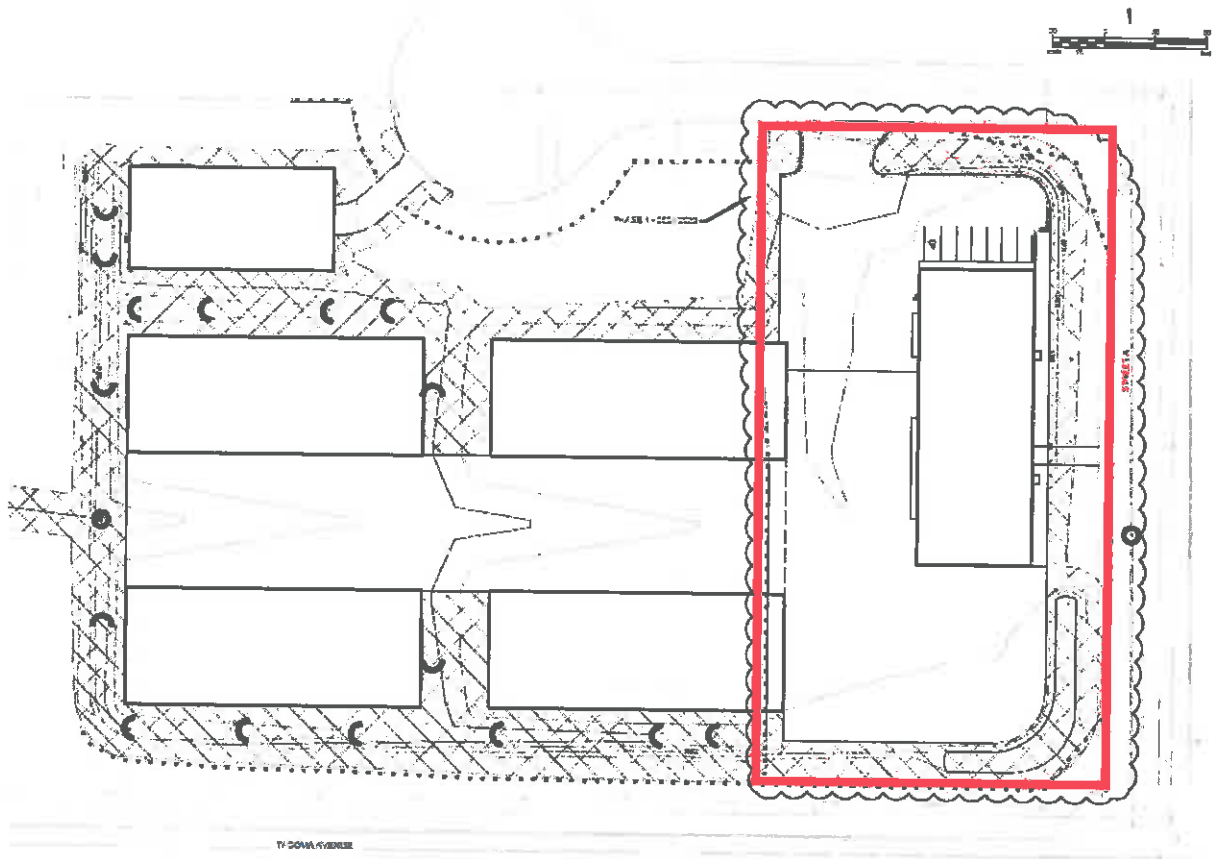
Approval is conditional on the items described below. Failure to comply with these conditions may result in a stop work order or other enforcement action.

1. **Stilling Basin.** Information submitted on November 2, 2021 indicated that a 1 ft deep grassed stilling basin would be added where the swale draining the site outlets to the inlet to the pond. Details for the stilling basin (dimensions, etc) must be added to the plans as part of the application submittal for the next phase of work.

### General Permit Information

2. **Project Details.** The project involves construction of a building and asphalt and gravel parking area. The remainder of the project will be constructed in phases over the next several years. Phase 1 of the project will disturb 1.89 acres and create 1.17 acres of new impervious surfaces. Future phases will result in a total of 3.20 acres of new impervious being added to the site.
3. **Authorized Work.** This permit authorizes the activities described in the constructure plans for Greenwood Marina with revisions dated October 27, 2021 (2021.10.27\_Greenwood Marina Site Design IFC.pdf). A complete, signed plan set must be available onsite at all times.

4. **Future work/approvals.** This approval grants approval for construction of Phase 1 (see area outlined in red below). **Grading and construction impervious for future phases will require a stormwater permit from the WMO.**



5. **Stormwater Treatment Requirements.** Because the project is part of a previously approved project with existing, functioning stormwater treatment features, additional stormwater management is not required. The original approval (WP20060014) allows for up to 72% impervious on each lot. For the three lots included in this phase of development (PIDs 587510110, 587500120, 587500130), the total impervious must be equal to or less than 5.25 acres. The amount of impervious proposed as part of this phase of development is 1.17 acres. A total of 3.20 acres of new impervious is proposed over the three lots. If future development brings the total impervious for these lots above 5.25 acres, additional rate, water quality, and volume control treatment must be provided.
6. **SWCD Monitoring.** The Carver SWCD will monitor the site to ensure compliance with Erosion & Sediment Control requirements, County Water Rules, and NPDES requirements. Additional BMPs may be needed as field conditions change.
7. **Stop Work Orders.** Carver County Water Management has the authority to issue Stop Work Orders if it feels that a site is not being properly managed for stormwater protection. Prior to a stop work order, all involved parties will meet to try to resolve the issue. If further violations continue, a Stop Work Order will be enforced until a time that Carver County Water Management feels all stormwater issues have been resolved.

8. **Soil Export.** If soil import or export is necessary, haul routes and disposal areas should be discussed with the Carver SWCD 48 hours prior to material being exported offsite. If fill is exported to another site within the Carver County Water Management area, additional permit approvals from the CCWMO may be required.

#### Permit Requirements

9. **Preconstruction Meeting.** The general contractor for the project should contact Tom Genelin at the Carver SWCD (952.466.5230) to schedule an onsite meeting prior to beginning construction onsite.
10. **Topsoil Restoration.** Restoration of 6 inches of topsoil to any mass-graded areas of the site that will remain pervious must be accomplished per erosion and sediment control plan (Sheet 6). If adequate topsoil is not available on the site, remaining soils will need to be amended or topsoil will need to be imported to the site. Please note that final acceptance of the project and return of any financial securities will be dependent on adequate topsoil restoration. The Carver County Topsoil specification is provided below.

Table 1. Carver County Topsoil Standard

Requirement	Range	Test Method
Material Passing the ¾ in [19 mm]	100 %	ASTM D 422
Material passing No 4 in [4.75 mm]	≥ 35%	-
Clay	5% – 30%	ASTM D 422
Silt	5% - 35%	ASTM D 422
Sand	36% - 75%	ASTM D 422
Organic matter	3% – 15%	ASTM D 2974
pH	6.1 – 7.5	ASTM G 51
Compaction	- 1,400 kilopascals (kPa) / 200 pounds per square inch (psi) in the upper 12 inches of soil, or - bulk density of less than 1.4 grams per cubic centimeter (g/cm <sup>3</sup> ) in the upper 12 inches of soil	Field test

11. **Satisfactory Compliance Inspection.** Upon completion of the project, the County will conduct an inspection of the site to ensure that the site has been stabilized, all erosion and sediment control measures have been removed, and vegetation has been established. This includes a 90% vegetation coverage rate for all areas and a 100% vegetation coverage rate in areas of concentrated flows.

**12. Return of Financial Security.** The responsible party has provided \$2,000 as financial security for the performance of the authorized work. The security is deposited with the county for faithful performance of the approved plans and to finance any necessary remedial work. The security shall be released after the following conditions are met:

- a. Grading is complete
- b. The site has been re-vegetated (90% vegetative cover across the site, 100% vegetative cover with no signs of erosion in areas of concentrated flows)
- c. All erosion and sediment measures have been removed
- d. Topsoil placement has been verified
- e. Verification that the existing filtration swale is functioning and has not been impacted by construction

### **Responsible Party Authorization & Signatures**

I hereby certify that I understand that this project must be conducted in accordance with the permit application, the approved plans, this permit approval, and any attached or subsequent agreements, and the Water Management Rules. I further certify that I am aware that failure to abide by the provisions of the permit approval and/or the Water Management Rules is cause for action by the County including action against financial guarantees.

I hereby authorize the County of Carver, and its agents, employees, and contractors to enter upon the property subject to this permit approval to perform any inspections or work authorized by the permit or any applicable law.

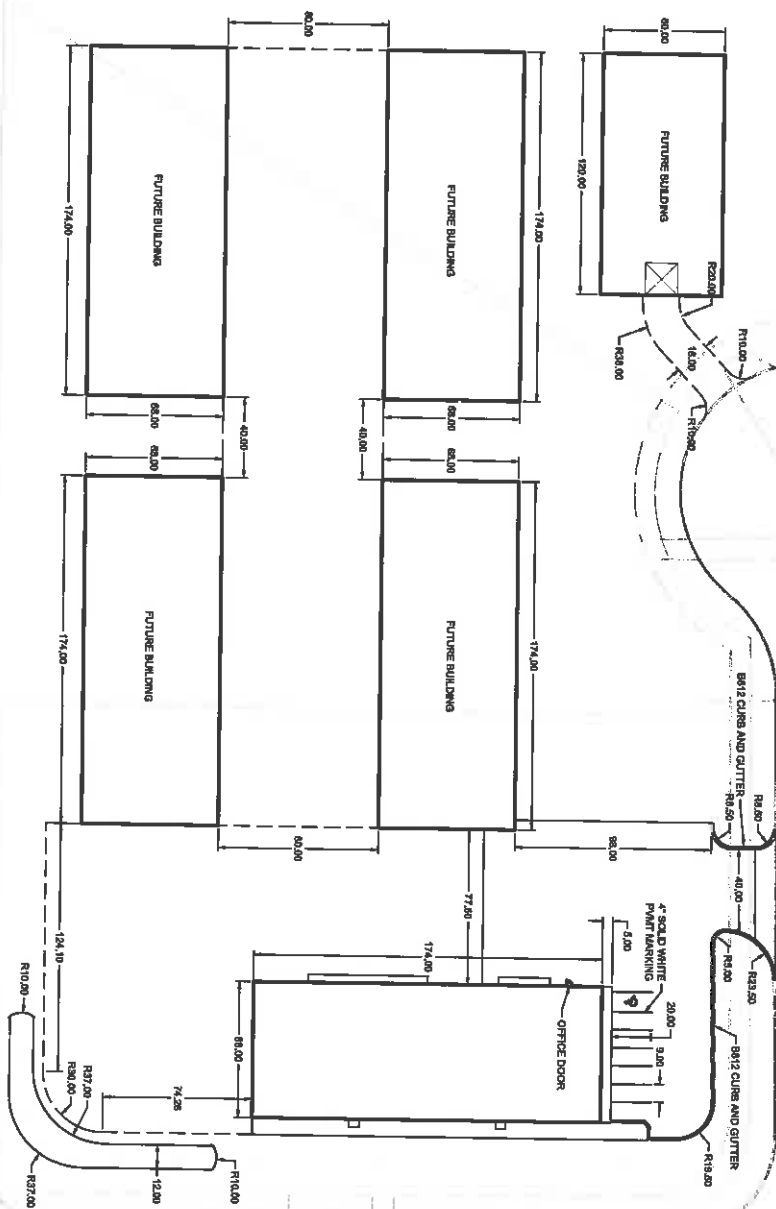
Name: Aaron Bean

Organization: Greenwood Marina (Responsible Party)

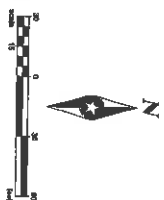
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

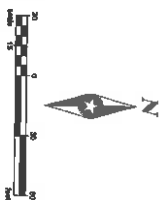


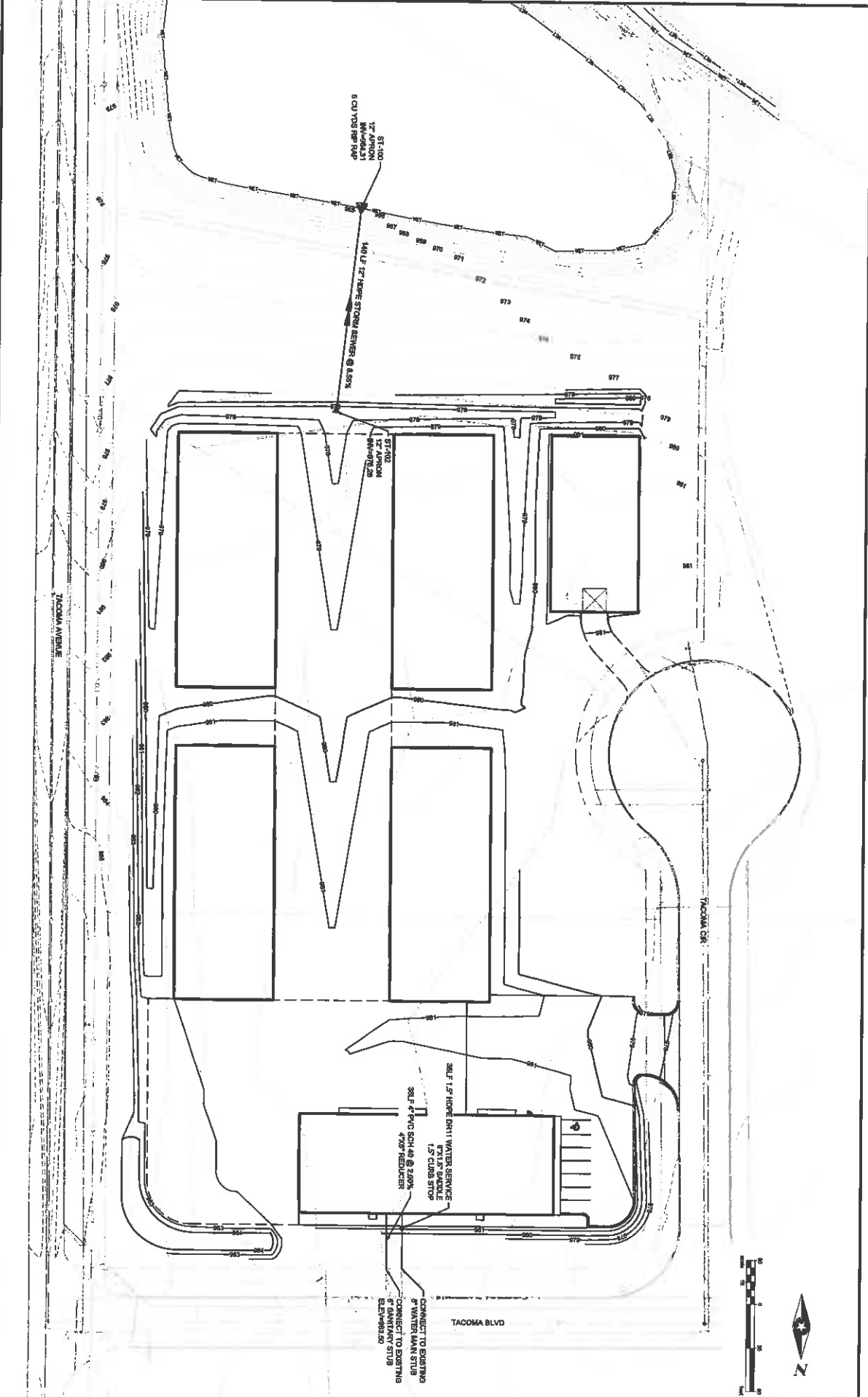


TACOMA BLVD

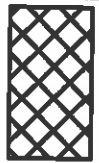












MAN, 6" TOPSOIL, SEED &amp; STRAW MULCH



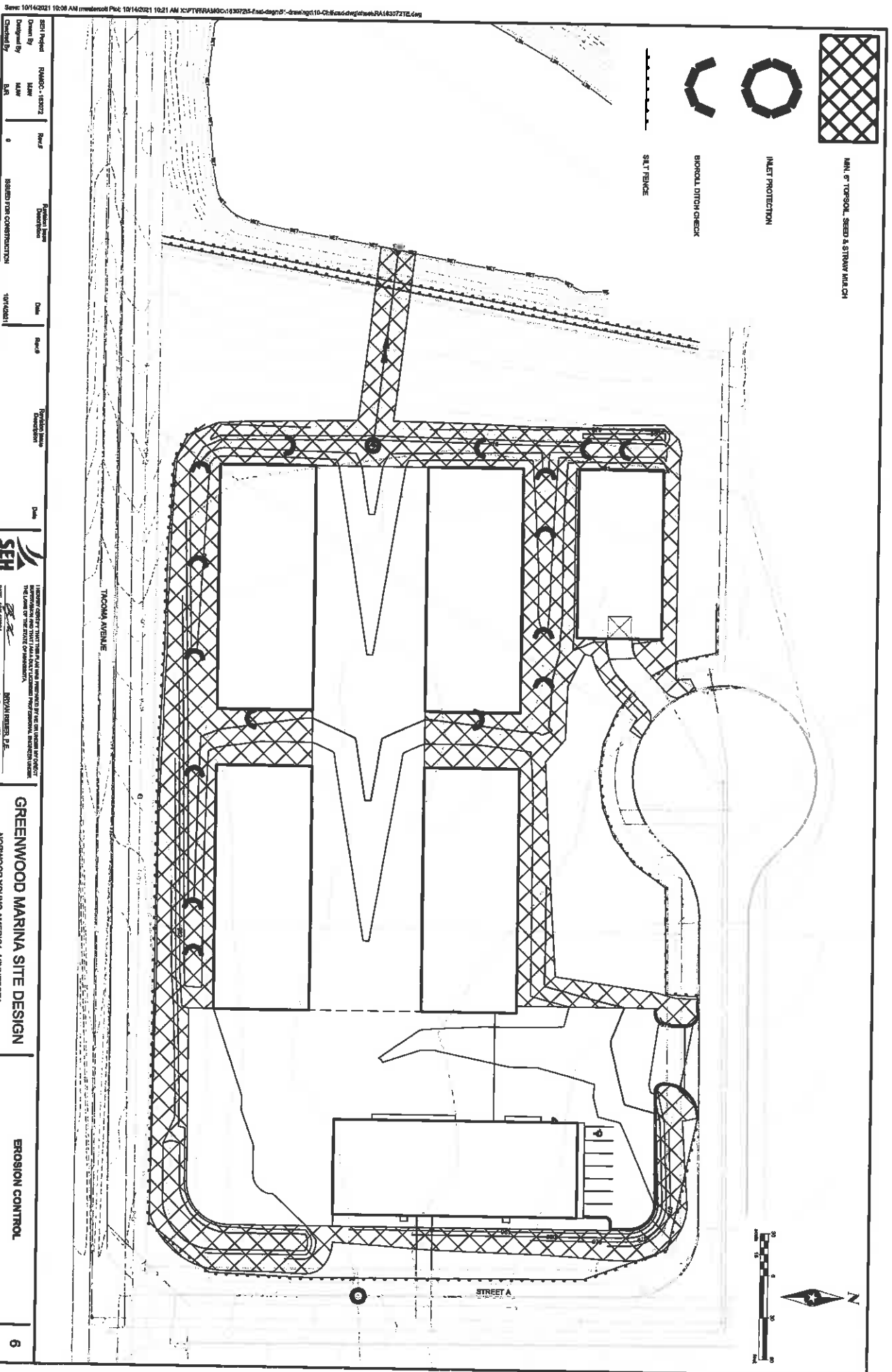
### INLET PROTECTION



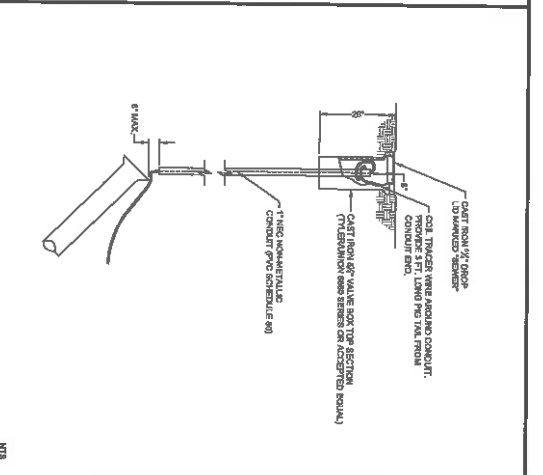
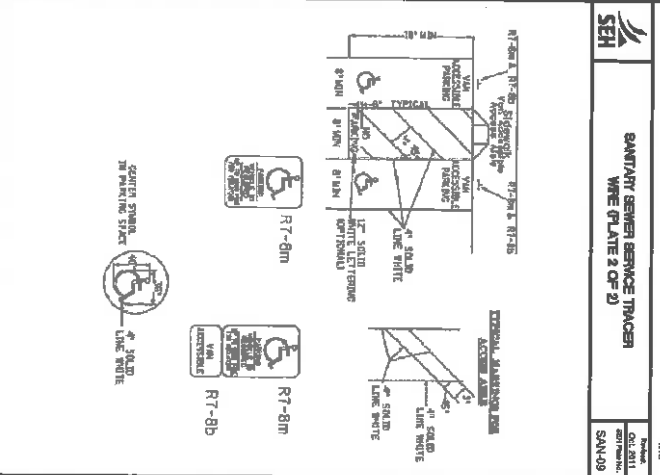
BIOROLL DITCH CHECK



**SILT FENCE**









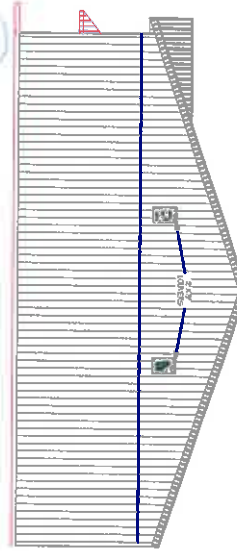




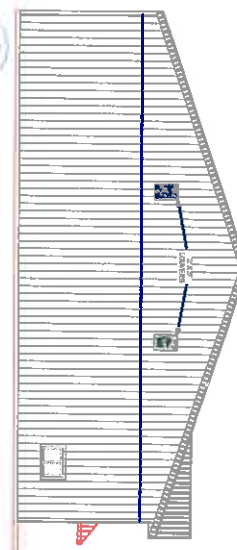


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 <p><b>RAM</b> General Contracting, Inc. CONSTRUCTION SERVICES</p>	<p>592 Industrial Drive Winnetka, Minnesota 55395</p> <p>320-485-2844    800-710-4726 Fax 320-485-3625</p> <p><a href="http://www.rambuildings.com">www.rambuildings.com</a> Contractor License Number 20171976</p>	<p>PROJECT NAME: <b>GREENWOOD MARINA</b></p> <p>PROJECT NUMBER: <b>NORWOOD YOUNG AMERICA, MN</b></p> <p>BUILDING DESCRIPTION: <b>174'-0" X 68'-0" X 18'-0"</b></p> <p>DESIGN NUMBER:</p>	<p>DRAWN BY: <b>J.K.</b></p> <p>DATE: <b>10/14/2021</b></p> <p>SHEET <b>1</b> OF <b>2</b></p>
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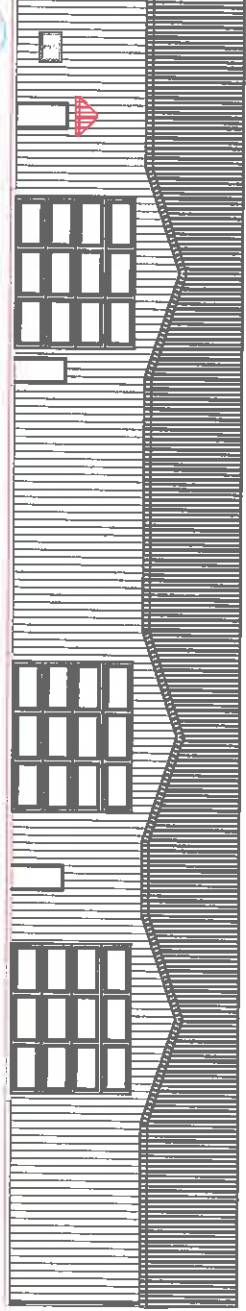
1 EAST ELEVATION  
4 SCALE: 1/16" = 1'-0"



4 WEST ELEVATION  
4 SCALE: 1/16" = 1'-0"



2 NORTH ELEVATION  
4 SCALE: 1/16" = 1'-0"



3 SOUTH ELEVATION  
4 SCALE: 1/16" = 1'-0"

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Fax 320-485-3625  
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PROJECT NAME: GREENWOOD MARINA  
PROJECT NUMBER: NORWOOD YOUNG AMERICA, MN  
BUILDING DESCRIPTION: 174'-0" X 68'-0" X 18'-0"  
DESIGN NUMBER:

DRAWN BY: S.K.  
DATE: 10/14/2021  
SHEET 2 OF 2





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

Map Date: 10/16/2021





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	<b>TOTAL LOT</b> 282,251 sq. ft.
	<b>TOTAL GREEN SPACE</b> 145,064 sq. ft. (51%)
	<b>TOTAL HARD SURFACE</b> 137,187 sq. ft. (49%)
	<b>POND AREA</b> 78,177 sq. ft. (NOT INCLUDED ABOVE)

 <p>592 Industrial Drive Winnet, Minnesota 55395 320-485-2844 800-710-4726 Fax 320-485-3625 www.rambuildings.com Contractor License Number 20171976</p>	<p>PROJECT NAME: <b>GREENWOOD MARINA</b> PROJECT NUMBER: <b>NORWOOD YOUNG AMERICA, MN</b> BUILDING DESCRIPTION: DESIGN NUMBER: <b>174'-0" X 68'-0" X 18'-0"</b></p>	<p>DRAWN BY: <b>S.K.</b> DATE: <b>11/17/2021</b> SHEET <b>4 OF 3</b></p>
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*Norwood Young America  
Planning Commission Minutes  
November 3, 2021*

- Present:** Commissioners Jerry Barr, Paul Hallquist, Craig Heher, and Bob Smith.
- Absent:** Bill Grundahl and Mike Eggers.
- Staff:** Economic Development and Marketing Director Karen Hallquist and Planning Consultant Cynthia Smith Strack.
- Public:** Aaron Bean, Angie Bean, Richard Stolz, Jamie Cacka, and Chad Savory.

**1. Call to Order.**

The meeting was called to order by Chair Heher at 6:00 pm. All present stood for the Pledge of Allegiance.

**2. Adoption of Agenda.**

Chairperson Heher introduced the agenda. No changes were proposed.

**Motion** – Smith, second Barr to approve the agenda as presented. The agenda was approved 4-0.

**3. Approval of Minutes from the Regular Meeting September 7, 2021.**

Heher introduced the minutes from the September 7, 2021 regular meeting.

**Motion** – Smith to approve the September 7, 2021 regular meeting minutes as presented. Second by Barr. With all in favor the regular meeting minutes were approved 4-0.

**4. Public Comment.**

None.

**5. Public Hearings.**

**A. Plat Tacoma West Industrial Park Fourth Addition.**

Chairperson Heher opened the public hearing at 6:04 p.m. and explained the hearing process.

Strack noted the City (Property Owner) and Angie and Aaron Bean, owners of Greenwood Marina (Applicants) propose purchase of portions of three current, improved lots and establishment of a marine warehouse and storage use on said lots. In order to accommodate the development, the City proposes resubdivision of the improved lots into Lot 1, Block 1 and Outlot A, Tacoma West Industrial Park Fourth Addition.

The purpose of platting is to combine three existing improved lots into one parcel while retaining an existing public stormwater facility in an outlot. Vacation of existing drainage and utility easements has been initiated by the City. Dedication of a new drainage and utility easement on a proposed shared lot boundary is illustrated on the plat.

Notice of public hearing was posted, published, and mailed to adjacent property owners. No comment for or against the plat have been received.

Chairperson Heher invited the Applicant's to speak. Aaron and Angie Bean explained their plans for the site. The Applicant's want to expand their existing business, Greenwood Marina, to provide watercraft warehousing and repair.

Heher noted the current public hearing pertains to the replat.

Smith inquired as to whether or not the Outlot was to remain in City ownership. Strack confirmed.

Motion Hallquist to close the public hearing. Second Smith. With all in favor the hearing was closed at 6:10 p.m.

**B. Conditional Use Permit: Accessory Outdoor Storage of Watercraft and Trailers – Greenwood Marina, Lot 1 Tacoma West Industrial Park Fourth Addition.**

Chairperson Heher opened the public hearing at 6:10 p.m.

Strack noted this hearing pertained to a conditional use permit, a companion variance hearing was on the agenda next.

Angie and Aaron Bean (Greenwood Marina) have submitted plans for an 11,832 sf watercraft warehouse/storage facility proposed for a combined three parcel site accessed from Tacoma Circle. The Applicant's site build-out plan illustrates four additional 11,832 sf cold storage buildings and a 7,200 sf cold storage building. The Bean's propose to construct the principal facility with office space at this time and store marine items and trailers outdoors until such a construction of an additional facility is warranted. The Applicants request consideration of a conditional use permit for accessory outdoor storage as provided for under Section 1230.12, Subd. 4; conditional uses in the I-1 Light Industrial District. The request is consistent with the 2040 Comprehensive Plan and existing zoning classification.

Applicants represent the principal use of the property proposed is Indoor and outdoor storage of watercraft and watercraft trailers. Outdoor storage is to be limited to existing impervious surfaces. Outdoor storage will not be located on turf surfaces. Plans are to provide additional indoor storage as demand dictates. Watercraft repair as a subordinate use is also proposed with potential to increase over time. Traffic to and from the site will peak in spring and fall.

Code analysis was included in the staff memo. Public hearing notices were posted, published, and mailed. As of the meeting start no comments for or against the proposed CUP were received from the public.

Heher explained the proposed incremental build out.

Smith noted staff recommendation was to limit the number of items available for outdoor storage to 100. Smith asked the Applicant's if they were agreeable to that. Aaron Bean stated the number was a



placeholder but seemed adequate the actual number could be more or less depending on how many personal watercraft or boats were stored on site. Bean stated the plan was to construct a building this year, weather permitting, and store watercraft and trailers within the building. Outdoor storage would occur on impervious surface on the south side of the principal structure. A berm with trees was proposed. No fencing was included in the site plan but was anticipated as items were stored outside.

Heher inquired about potential for storage on the northeast side of the principal structure. Bean confirmed items would not be stored on the northeast side of the principal structure, just the southeast side. Bean stated outdoor storage would not occur on turf surfaces, only compacted gravel.

Smith inquired as to how security was to be retained if no fence was in place. Bean stated a fence would be constructed at some point.

Smith opined the 100 unit limit would mean an accessory structure would need to be constructed at some time and would not be optional. Smith opined security was an issue as the City did not have a police force but rather contracted with Carver County.

Heher stated his concern was with outdoor storage. Heher opined previous applicant's represented their outdoor storage would be minimal and neat and that turned out not to be the case. A significant amount of staff time is devoted to code enforcement and enforcing existing CUP's for outdoor storage. Heher opined outdoor storage migrates over time and can get out of hand.

Bean stated their goal is not to have outdoor storage and to minimize the need to shrink wrap and store outdoors. Angie Bean invited the PZC to their marina to verify how they manage outdoor storage. She stated white shrink wrap is used and blends in with snow.

Smith inquired as to whether signage was proposed. Aaron Bean noted at some point in the future they may want to add signage. Smith opined a 30' boat will take up a significant amount of cold storage space inside a building. Aaron Bean noted taller boats can be accommodated by the proposed 18' side walls.

Smith asked Bean to explain where boats would be worked on. Bean opined most work will be done at the marina. If there is a major repair issue the boat may be transported to the warehouse for repair. Repair would be conducted indoors and the boat then stored in an accessory structure or outside.

Heher asked if any other Commissioners had questions.

Richard Stolz addressed the Planning Commission. Stolz stated that if all boats were being stored within a building, he has no issue. He does not prefer outdoor storage. Stolz opined if specific standards for outdoor storage are not in writing, then they don't exist. Stolz opined watercraft and related items should be defined more specifically. He supported measures that act as triggers for compelling construction of accessory structures. Stolz opined the 2040 Comprehensive Plan guides the property to industrial and outdoor storage is not an industrial use. Stolz alluded to solid fencing and questioned what that looks like. He noted the outdoor storage is close to the entrance of the industrial park. Stolz opined the City wants to entrance to look pleasing so the PZC should make sure that happens. Stolz opined 100 watercraft and/or trailers seemed to be a large number. Stolz opined outdoor storage is a terrible land use as it doesn't add jobs or tax base and often can become a nuisance.

Bean stated he appreciated Stolz's concerns and noted he did not want to have outdoor storage. Bean noted the 100 boats was a placeholder number. He invited those attending to visit the marina. He noted

they store about 90 boats on marina property on an island in Lake Minnetonka and have not received complaints.

Barr asked Bean if they would fill indoor space before allowing storage outside. Bean confirmed.

Heher asked Strack if code requires a fence or screening. Strack confirmed.

Smith inquired as to what establishes a threshold for construction of an accessory structure. Strack noted the City could limit the number of units stored on site and require a maximum square footage of the site be available for outdoor storage. The exact allowable square footage could be illustrated and attached to the CUP. The area proposed for outdoor storage at this time was approximately 17,600 sf. If that was too large, alternate suggestions could be made.

Bean suggested 6,000 sf of outdoor storage space would be acceptable. Strack noted the City should call that out in the CUP exhibit.

Chad Savory from RAM suggested limiting outdoor storage area to approximate size of proposed accessory structures, 12,000 sf. He noted the principal building will screen the storage area along with the berm and trees as illustrated in the site plan.

Smith suggested the outdoor storage be moved west of the building next to the parking lot where future accessory structure would be constructed. Cacka noted Phase I construction is limited to the principal structure and parking area. Smith opined grading could be done with Phase I.

Bean stated placement of a fence in that location could be problematic and that once the accessory building was constructed the allowable space for outdoor storage would cease to exist. Hallquist agreed noting the idea is to place outdoor storage where nothing will be constructed.

Barr asked how long Bean would have outdoor storage before building an accessory structure. Bean noted he didn't know exactly when an accessory structure would be constructed.

Bean opined a fenced in accessory structure in the middle of the property was not efficient.

Heher agreed.

Hallquist stated he has had some experience with boats and opined not many 30' boats will fit into a 6,000 sf space. Hallquist opined the sf space limit would necessitate construction and be self-limiting. Hallquist opined limits were needed and so was flexibility for businesses to operate. Hallquist opined businesses needed to respect city input. Hallquist suggested meeting in the middle. He opined fencing was in the Applicant's best interest. Hallquist urged PZC members to put something in place to accommodate outdoor storage.

Motion Hallquist, second Barr to close the public hearing at 7:04 p.m. Motion carried 4-0.

- C. Variance: Maximum Accessory Structure Height Greenwood Marina, Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition.

Heher opened the public hearing at 7:04 p.m.



Strack stated the Applicant proposes several accessory structures be allowed to have a height of 32 feet; district limit is 25 feet. The additional height allows for accessory structures of the proposed size to meet roof pitch requirements and accommodate storage of larger boats through an 18' sidewall height.

Strack noted the hearing notice was published, posted, and mailed to adjacent property owners. Strack stated Commissioner Eggers has commented noting he was in favor of the variance and amending the Code to provide for larger accessory structure heights.

Bean noted the variance would allow garage door height of 18 feet.

Motion Hallquist, second Smith to close the public hearing at 7:14 p.m. Motion carried 4-0.

D. Ordinance amending the City Code to provide for Sport Courts, Home Recreation Facilities, and Home Sports Facilities.

Heher opened the public hearing at 7:14 p.m.

Strack the PZC and Council had been discussing potential code amendment for several months. Complete language was included in the attached draft ordinance. Notice of hearing had been published and posted.

Strack noted the proposed code amendment if approved would: update zoning code definitions to include sport courts; list sport courts, tennis courts, home recreational facilities, and home sports facilities as permitted accessory uses in the R-1, R-2, R-3 and R-4 residential districts and the RC-1 Residential Neighborhood Commercial District; require an administrative permit and site plan for sport courts; require such facilities be in side or rear yards and setback at least 10 feet from any property line or overhead/underground utility line and be free of easements; require such facilities be included and meet lot coverage requirements; allowed walls up to 10 feet in height, fences up to 12 feet in height, building permits may be needed; and subject such uses to lighting standards and nuisance code, including relating to noise.

Heher noted the Commission and Council had been working on this issue for several months.

Motion Smith, second Barr to close the public hearing at 7:18 p.m. Motion carried 4-0.

## 6. New Business.

A. Plat Tacoma West Industrial Park Fourth Addition.

Chairperson Heher introduced the business item.

Strack noted the purpose of platting is to combine three existing improved lots into one parcel while retaining an existing public stormwater facility in an outlot. Vacation of existing drainage and utility easements on shared lot lines that are being removed as a result of replat are also to be discussed.

Strack recited proposed conditions included in the staff memo.

The PZC was to take independent motions recommending actions to the City Council.

Motion Smith to recommend the City Council approve the plat with conditions included in the staff memo. Second Hallquist. With all in favor the motion carried.

Motion Hallquist to recommend the City Council approve vacation of drainage and utility easements on shared lot lines being removed as a function of the replat. Second Smith. With all in favor the motion carried.

- B. Conditional Use Permit: Accessory Outdoor Storage of Watercraft and Trailers – Greenwood Marina, Lot 1 Tacoma West Industrial Park Fourth Addition.

Chairperson Heher introduced the agenda item.

Strack noted several proposed conditions were included in the staff memo and it appeared the PZC favored adding a 6,000 square footage limitation on area for outdoor storage and supported fencing.

Heher inquired as to whether or not the Applicants were aware of proposed conditions and agreed to them. Aaron Bean affirmed.

Motion Smith to recommend the City Council approve the conditional use permit for outdoor storage based on recommendations included in staff memo and limiting area of outdoor storage while requiring fencing. Second Barr. With all in favor the motion carried.

- C. Variance: Maximum Accessory Structure Height Greenwood Marina, Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition.

Heher introduced the agenda item.

Strack stated the Applicant proposes several accessory structures be allowed to have a height of 32 feet; district limit is 25 feet. The additional height allows for accessory structures of the proposed size to meet roof pitch requirements and accommodate storage of larger boats through an 18' sidewall height.

Strack noted the staff memo included sample findings for and against variance approval. Strack noted staff recommended approval with conditions.

Heher inquired as to whether or not the Applicants were aware of proposed conditions and agreed to them. Aaron Bean affirmed.

Motion Smith to recommend the City Council approve the accessory structure height variance with recommendations included in staff memo. Second Barr. With all in favor the motion carried.

- D. Site Plan: Greenwood Marina – Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition.

Heher introduced the agenda item.

Strack stated code analysis was included in the staff memo. Strack suggested the Commission discuss whether or not landscaping requirement for trees applied to accessory structures as they were being constructed.

Strack reviewed proposed conditions for site plan approval.

Heher noted the landscaping requirements for accessory structures should be subject to administrative review of a landscape plan.

Heher inquired as to whether or not the Applicants were aware of proposed conditions and agreed to them. Aaron Bean affirmed.

Motion Smith to recommend the City Council approve the proposed site plan with recommendations included in staff memo and a requirement for a landscape plan to be submitted when accessory structures were constructed, subject to administrative approval. Second Hallquist. With all in favor the motion carried.

E. Ordinance amending the City Code to provide for Sport Courts, Home Recreation Facilities, and Home Sports Facilities.

Heher introduced the agenda item.

Motion Hallquist to recommend the City Council approve the proposed code amendment regarding sport courts. Second Barr. With all in favor the motion carried.

F. PZC 2022 Work List.

Heher introduced the agenda item.

Strack noted the Commission had progressed through most of its work list for 2021. She noted the PZC annual report to Council was due in December, a part of which included proposed goals for the upcoming year.

Heher noted tree requirements under landscaping standards needed to be addressed. The one overstory tree per 1,000 sf requirement had been an issue.

Heher suggested the entire sign code be reviewed to more clearly state requirements for different types of signs, especially in the 212 corridor.

Strack suggested accessory structure height limits be addressed as per Commission Eggers suggestion.

Strack also advocated for consideration of less restrictive or more flexible PUD standards. The standards were put in place to encourage the development of a greenway connecting the five natural environment lakes in the City. Strack opined that goal could still be achieved with more flexibility added to PUD.

Heher suggested uses in the Downtown District be examined to incorporate uses that were becoming common in downtowns to the east, including tobacco shops and the like.

**7. Old Business.**

None

**8. Miscellaneous.**

**A. October Building Permit Report.**

The October building permit report was received.

**9. Commissioner Reports.**

None

**10. Adjourn**

Motion – Hallquist, Second Smith to adjourn the meeting. With all in favor the meeting adjourned at 7:50 p.m.

Respectfully submitted,

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*Karen Hallquist*  
Acting Zoning Administrator

# RESOLUTION NO. 2021-35

## A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW OUTDOOR STORAGE AND A MARINE WAREHOUSE OPERATION AT LOT 1, BLOCK 1 TACOMA WEST INDUSTRIAL PARK FOURTH ADDITION

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

WHEREAS, Aaron and Angie Bean (Greenwood Marina) have applied for a conditional use permit to allow an 11,832 sf watercraft warehouse/storage facility, four additional 11,832 sf cold storage buildings, and a 7,200 sf cold storage building on Lot 1, Block 1 Tacoma West Industrial Park 4<sup>th</sup> Addition (the "Property"); and

WHEREAS, the Property is zoned I-1 Light Industrial; and

WHEREAS, the City of Norwood Young America requires a conditional use permit for outdoor storage, a proposed subordinate accessory use, in the I-1, Light Industrial District; and,

WHEREAS, the Applicant makes the following representations which the City accepts as a good faith description of the intended activity:

1. Principal use of the property proposed is indoor and outdoor storage of watercraft and watercraft trailers. Outdoor storage is to be limited to existing impervious surfaces. Outdoor storage will not be located on turf surfaces.
2. Future plans are to provide additional indoor storage in new structures as demand dictates. Proposed locations of additional indoor storage areas were included in application.
3. Watercraft repair as a subordinate use is also proposed with potential to increase over time.
4. Traffic to and from the site will peak in spring and fall.

WHEREAS, the City of Norwood Young America Planning Commission on November 3, 2021 held a public hearing regarding the conditional use permit request; and,

WHEREAS, the Planning Commission, after review and discussion, recommended the City Council conditionally approve the conditional use permit request; and,

WHEREAS, at a regularly meeting on November 22, 2021, the City Council considered the application materials on file with the City, the Planning Commission's findings, and Planning Commission recommendation.

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

1. The Applicant has requested a Conditional Use Permit to allow for outdoor storage of watercraft and watercraft trailers and operation of a marine warehouse at Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition.
2. Warehouses and accessory outdoor storage is a conditional use in the I-1 Light Industrial District.
3. The use is consistent with goals, policies and objectives of the Comprehensive Plan and the future land use map contained in the 2040 NYA Comprehensive Plan.
4. The proposed use will not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements, subject to certain conditions listed below.
5. The proposed use will not have an undue impact on the public health safety or welfare, subject to certain conditions listed below.
6. The proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
7. The proposed use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
8. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves the Applicants' request for a conditional use permit to allow outdoor storage and a marine warehouse operation, on Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition, subject to the following conditions:

1. The "Use" of the property is a watercraft and watercraft trailer warehouse and storage facility. The Use includes an 11,832 square foot principal structure and up to four 11,832 sf and one 7,200 sf cold storage structures on a single parcel of record.
2. Conditional use permit approval is contingent on recording of a plat for Tacoma West Industrial Park Fourth Addition.
3. Conditional use permit approval is contingent on approval of a variance for accessory structure height and a site plan and meeting all conditions related to site plan approval.
4. The conditional use permit is effective when recorded at the Carver County Recorder's Office.
5. Maximum outdoor storage shall consist of up to 100 of any combination of watercraft, watercraft trailers, and/or watercraft on trailers.
6. Maximum outdoor storage area is 12,000 square feet as illustrated in Exhibit A attached hereto.
7. Outdoor storage is limited to watercraft and watercraft related trailers and shall only occur on existing dust-free and weed-free surfaces as identified in Surfacing Plan sheet of included with the plan set.
8. Outdoor storage shall be fenced, subject to administrative approval of a fence permit.
9. Outdoor storage shall be neat and orderly at all times.
10. Watercraft stored on site shall be reasonably licensed and operable during suitable conditions. Junk watercraft and/or salvage storage is prohibited. Watercraft stored outdoors shall be prepared to withstand Minnesota winters without fluid discharge onto impervious surfaces.
11. Upon build out of all buildings proposed outdoor storage shall be reduced to zero of any combination of watercraft and/or watercraft trailers.
12. No outdoor storage shall occur until construction of the principal structure has commenced.

13. This conditional use permit shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.
14. The conditional use permit shall become void if the use of the property changes from watercraft and watercraft trailer storage to a different use.
15. The conditional use permit may be revoked for failure to meet the conditions included in the conditional use permit and is subject to regular compliance audits/reviews.
16. This approval is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.

Adopted by the City Council this 22<sup>nd</sup> day of November 2021.

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Carol Lagergren, Mayor

ATTEST:

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Angela Brumbaugh, City Clerk



# EXHIBIT A

## RESOLUTION 21-





## RESOLUTION 2021-36

### A RESOLUTION APPROVING A VARIANCE TO MAXIMUM ACCESSORY STRUCTURE HEIGHT IN THE LIGHT INDUSTRIAL DISTRICT FOR GREENWOOD MARINA

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

WHEREAS, Aaron and Angie Bean (Greenwood Marina) have applied for a variance to allow a maximum accessory structure height of thirty-two (32) feet in the I-1 Industrial District, the Code standard is twenty-five (25) feet; and

WHEREAS, if approved the variance would allow the placement of an 11,832 sf watercraft warehouse/storage facility, four additional 11,832 sf cold storage buildings, and a 7,200 sf cold storage building on Lot 1, Block 1 Tacoma West Industrial Park 4<sup>th</sup> Addition (the "Property"); and

WHEREAS, the Property is zoned I-1 Light Industrial; and

WHEREAS, the Applicant makes the following representations which the City accepts as a good faith representation of the proposed operation:

1. The proposed variance will apply accessory structures as proposed.
2. The proposed variance will allow storage of watercraft indoors to lessen outdoor storage.

WHEREAS, the City of Norwood Young America Planning Commission on November 3, 2021 held a public hearing regarding the variance; and,

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

1. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
2. The proposed variance is not for the use of property.
3. The proposed structure is part of watercraft warehouse.
4. The additional height allows a pitched roof.
5. The proposed variance is modest in scope and scale.

6. The proposed variance provides for more efficient development and consumption of land as required under the 2040 Comprehensive Plan.
7. The proposed building height variance makes development more cost-effective by building up as opposed to building a larger footprint.
8. The accessory structures are consistent in size and scale to other industrial structures in the adjacent locale and will not negatively impact the essential character of the industrial district.

WHEREAS, at a regularly meeting on November 22, 2021, the City Council considered the application materials on file with the City, the Planning Commission's findings, and Planning Commission recommendation.

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

1. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
2. The proposed variance is not for the use of property.
3. The proposed structure is part of watercraft warehouse.
4. The additional height allows a pitched roof.
5. The proposed variance is modest in scope and scale.
6. The proposed variance provides for more efficient development and consumption of land as required under the 2040 Comprehensive Plan.
7. The proposed building height variance makes development more cost-effective by building up as opposed to building a larger footprint.
8. The accessory structures are consistent in size and scale to other industrial structures in the adjacent locale and will not negatively impact the essential character of the industrial district.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a variance authorizing maximum accessory structure height of thirty-two (32) feet, subject to the following conditions:

1. The "Use" of the property is a watercraft and watercraft trailer warehouse and storage facility. The Use includes an 11,832 square foot principal structure and up to four 11,832 sf and one 7,200 sf cold storage structures on a single parcel of record.
2. Variance approval is contingent on recording of a plat for Tacoma West Industrial Park Fourth Addition.
3. Variance approval is contingent on issuance of a conditional use permit and approval of a site plan and meeting all conditions related to site plan approval.
4. The variances shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.

Adopted by the City Council this 22<sup>nd</sup> day of November, 2021.

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Carol Lagergren, Mayor

ATTEST:

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Angela Brumbaugh, City Clerk

Adopted:

## RESOLUTION 2021-37

### A RESOLUTION APPROVING A SITE PLAN FOR A GREENWOOD MARINA – LOT 1, BLOCK 1 TACOMA WEST INDUSTRIAL PARK FOURTH ADDITION

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

WHEREAS, Aaron and Angie Bean (Greenwood Marina) have applied for site plan approval to allow an 11,832 sf watercraft warehouse/storage facility, four additional 11,832 sf cold storage buildings, and a 7,200 sf cold storage building on Lot 1, Block 1 Tacoma West Industrial Park 4<sup>th</sup> Addition (the “Property”); and

WHEREAS, the Property is zoned I-1 Light Industrial; and

WHEREAS, the Applicant makes the following representations which the City accepts as a good faith description of the intended activity:

1. Principal use of the property proposed is indoor and outdoor storage of watercraft and watercraft trailers. Outdoor storage is to be limited to existing impervious surfaces. Outdoor storage will not be located on turf surfaces.
2. Future plans are to provide additional indoor storage in new structures as demand dictates. Proposed locations of additional indoor storage areas were included in application.
3. Watercraft repair as a subordinate use is also proposed with potential to increase over time.
4. Traffic to and from the site will peak in spring and fall.

WHEREAS, the City of Norwood Young America Planning Commission reviewed the proposed site plan and, following discussion, recommended the City Council conditionally approve the site plan request; and,

WHEREAS, at a regularly meeting on November 22, 2021, the City Council considered the application materials on file with the City and the Planning Commission recommendation.

WHEREAS, the site plan is attached hereto as Attachment A.

THEREFORE, BE IT RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a site plan for a marine warehouse at Lot 1, Block 1 Tacoma West Industrial Park 4<sup>th</sup> Addition, subject to the following conditions:

1. The “Use” of the property is a watercraft and watercraft trailer warehouse and storage facility. The Use includes an 11,832 square foot principal structure and up to four 11,832 sf and one 7,200 sf cold storage structures on a single parcel of record.

2. All application materials and plan sets are hereby incorporated by reference and accepted in good faith by the City as the Applicant's intended development, including but not limited to the attached site plan.
3. Approval of a conditional use permit for accessory outdoor storage.
4. Submittal of a revised set of plans illustrating compliance with required conditions of approval.
5. Compliance with all standards required and as set forth within the memo from Consulting Planner, Cynthia Smith Strack, dated November 22, 2021.
6. Compliance with all recommendations as set forth within the memo from John Swanson, Bolton-Menk (City Engineer) dated October 21, 2021.
7. Compliance with the recommendation as set forth within a memo from Fire Chief Steve Zumberge dated October 21, 2021.
8. Compliance with approval letter from Carver County WMO dated November 10, 2021.
9. The secondary access to be constructed with a future phase of building is illustrated as compacted gravel. Under Section 1250.07(E) all driveway accesses must be hard surfaced and include high back curb.
10. High-back perimeter curb shall be installed adjacent to the parking lot as represented in the site plan and on the south side of the parking lot.
11. The height of wall-mounted luminaries shall not exceed 18 feet above ground level at the building line. Luminaries must face downward and include cutoffs. Light intensity at common lot lines shall not exceed one-half foot candle and light intensity at right of way boundaries shall not exceed one foot candle.
12. Trees shall be a minimum of 2½ caliper inches, be species approved by the City, and shall be replaced if they do not survive for two years after planting. Additional landscaping shall be provided with future accessory structure constructions. Said future landscaping plans shall be subject to administrative review and approval.
13. The use shall continuously meet all performance standards set forth in Section 1245.01 of the City Code, as may be amended.
14. Garbage /refuse area shall be kept in an enclosed building or otherwise hidden from public view by a privacy fenced area
15. All signage shall require submittal of a sign permit application and approval by the Zoning Administrator and/or Building Official.

16. Building permits shall be required prior to all buildings proposed for construction or improvements on the property.
17. This approval is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
18. This approval shall expire one year after date of approval unless the Applicants have commenced construction of the Use on the Property.
19. Approval of this site plan does not approve any future expansion or associated improvements on-site.
20. Any modifications not defined as “minor” pursuant to Section 1210.08, Subd. 4, shall require separate site plan approval.

Adopted by the City Council this 22<sup>nd</sup> day of November 2021.

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Carol Lagergren, Mayor

ATTEST:

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Angela Brumbaugh, City Clerk

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To: Honorable Mayor Lagergren  
Members of the City Council  
Acting Administrator Brumbaugh

From: Cynthia Smith Strack, Consulting Planner

Date: November 22, 2021

Re: Ordinance Pertaining to Sports Court, Home Recreation Facilities, or Home Sports Facilities.

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#### **BACKGROUND**

The City Council and Planning Commission have been considering standards pertaining to regulation of sport courts, home recreation facilities, and home sports facilities. The PZC developed attached language which was reviewed by the Council during work session. The PZC held a public hearing on the proposed ordinance on November 3, 2021.

The following are highlights of the proposed code amendment which is attached:

1. Update zoning code definitions to include sport courts,
2. List sport courts, tennis courts, home recreational facilities, and home sports facilities as permitted accessory uses in the R-1, R-2, R-3 and R-4 residential districts and the RC-1 Residential Neighborhood Commercial District.
3. Require an administrative permit and site plan for sport courts.
4. Require such facilities be in side or rear yards and setback at least 10 feet from any property line or overhead/underground utility line and be free of easements.
5. Be included and meet lot coverage requirements.
6. Allowed to have walls up to 10 feet in height, fences up to 12 feet in height. Building permits may be needed.
7. Subjects such uses to lighting standards and nuisance code, including relating to noise.

Following the public hearing the Planning Commission recommended approval of the code amendment.

#### **ACTION**

The City Council is to act on the proposed attached Ordinance. If the Ordinance is approved, the attached summary for publication is provided for consideration.

**Recommended Motion:**

**Motion to approve Ordinance No. 343; An Ordinance Amending: Chapter 1200.04 Definitions, and Chapters 1230.04-1230.07, Residential Zoning Districts, Section 1230.08, Residential Neighborhood Commercial District, and Adding Section 1245.12 to Provide for Sport Courts, Home Recreation Facilities, and Home Sports Facilities.**

**Motion to approve Summary of Ordinance 343; Amending City Code Chapter 12, Land Use.**

*Norwood Young America*

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

**CITY OF NORWOOD YOUNG AMERICA  
ORDINANCE NO. 343**

**AN ORDINANCE AMENDING: CHAPTER 1200.04, DEFINITIONS, AND  
CHAPTERS 1230.04-1230.07, RESIDENTIAL ZONING DISTRICTS,  
SECTION 1230.08, RESIDENTIAL NEIGHBORHOOD COMMERCIAL  
DISTRICT, AND ADDING SECTION 1245.12 TO PROVIDE FOR SPORT  
COURTS, HOME RECREATION FACILITIES, AND HOME SPORTS  
FACILITIES**

**I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA TO PROMOTE THE PUBLIC SAFETY, HEALTH, AND WELFARE, HEREBY ORDAINS:**

**II. SECTION 1200.04 SHALL BE AMENDED TO INCLUDE THE FOLLOWING DEFINITION:**

**Sport Court, home recreation facility, or home sports facility.** A detached, private, residential recreational facility on the same lot as the principal residential use and designed to be used primarily by the occupant of the principal use and their guests.

**III. SECTION 1230.04, SUBD. 3(B) R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT PERMITTED ACCESSORY USES SHALL BE AMENDED AS FOLLOWS:**

B. Swimming pools subject to Section 1245.06; sport courts, tennis courts, home recreation facilities, and home sports facilities, subject to Section 1245.12, and other recreational facilities, ~~subject to Section 1245.06~~

**IV. SECTION 1230.05, SUBD. 3(B) R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT PERMITTED ACCESSORY USES SHALL BE AMENDED AS FOLLOWS:**

B. Swimming pools subject to Section 1245.06; sport courts, tennis courts, home recreation facilities, and home sports facilities, subject to Section 1245.12, and other recreational facilities, ~~subject to Section 1245.06~~

**V. SECTION 1230.06, SUBD. 3(B) R-3 MEDIUM DENSITY MIXED RESIDENTIAL DISTRICT PERMITTED ACCESSORY USES SHALL BE AMENDED AS FOLLOWS:**

B. Swimming pools subject to Section 1245.06; sport courts, tennis courts, home recreation facilities, and home sports facilities, subject to Section 1245.12, and other recreational facilities, ~~subject to Section 1245.06~~

**VI. SECTION 1230.07, SUBD. 3(B) R-4 MULTIPLE FAMILY RESIDENTIAL DISTRICT PERMITTED ACCESSORY USES SHALL BE AMENDED AS FOLLOWS:**

B. Swimming pools subject to Section 1245.06; sport courts, tennis courts, home recreation facilities, and home sports facilities, subject to Section 1245.12, and other recreational facilities, ~~subject to Section 1245.06~~

**VII. SECTION 1230.08, SUBD. 3 RC-1 RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT PERMITTED ACCESSORY USES SHALL BE AMENDED BY ADDING THE FOLLOWING:**

H. Swimming pools subject to Section 1245.06; sport courts, tennis courts, home recreation facilities, and home sports facilities, subject to Section 1245.12, and other recreational facilities.

**VIII. SECTION 1245.12 SHALL BE ADDED TO THE CITY CODE AS FOLLOWS:**

**1245.12 Sport Courts, Tennis Courts, Home Recreation Facilities, and Home Sports Facilities.**

**Subd. 1 Administrative Permit Required.** An administrative permit is required for the installation of detached sport courts, tennis courts, home recreation facilities, and home sports facilities.

- A. The fee for the administrative permit shall be based on the City fee schedule.
- B. The administrative permit shall include one electronic and one printed set of plans drawn to scale that show in sufficient detail the following:
  - 1. The proposed sport court, tennis court, home sports facility, or home recreation facility location and its relationship to the other principal buildings on the lot and on adjacent properties.
  - 2. The size of the sport court tennis court, home sports facility, or home recreation facility.
  - 3. Fencing and other fixtures existing on the lot, such as utility location, and trees.

4. The location, size and a statement as to the types of equipment to be used in connection with the sport court, tennis court, home sports facility, or home recreation facility.

#### **Subd. 2 Setbacks Required.**

- A. A sport court, tennis court, home sports facility, or home recreation facility may be placed in side and rear yards but not in front of the building wall of the principal structure.
- B. A sport court, tennis court, home sports facility, or home recreation facility and related fencing, walls, and the like shall be at least ten (10) feet from any property line and any underground or overhead utility lines.
- C. A sport court, tennis court, home sports facility, or home recreation facility shall be located outside of public and private easements.

#### **Subd. 3 General Requirements.**

- A. A sport court, tennis court, home sports facility, or home recreation facility shall be included in lot coverage calculations and subject to lot coverage maximums as contained in the applicable zoning district and/or shoreland overlay district, whichever is most restrictive.
- B. Solid facility walls shall not exceed ten (10) feet in height. Any building wall in excess of six (6) feet shall require a building permit.
- C. Chain link fencing or netting on fencing surrounding a sport court, tennis court, home recreation facility or home sports facility may extend up to twelve (12) feet in height above the sport court surface elevation. Any fence structure in excess of six (6) feet shall require a building permit, if required by the Building Official. Fences shall at all times be maintained in good condition and are subject maintenance standards included in Chapter 1245.05, Subd. 3, (A)-(D), (F)-(G) of the City Code as may be amended pertaining to fences.
- D. The standards contained in Chapter 1245.08, Lighting, of the City Code apply to sport courts, tennis courts, home recreation facilities and home sports facilities. Lighting shall be designed with a ninety (90) degree cutoff and shall be hooded to direct lighting downward and not toward adjacent properties.
- E. The standards contained in Chapter 6, Section 660 (Noise) of the City Code apply to sport courts, tennis courts, home recreation facilities and home sports facilities.

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

Adopted by the City of Norwood Young America on the \_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
Carol Lagergren, Mayor

\_\_\_\_\_  
Angela Brumbaugh, City Clerk

Adopted:

Published:

**City of Norwood Young America  
Summary of Ordinance 343  
Amending City Code Chapter 12, Land Use**

The City of Norwood Young America has adopted Ordinance 343 entitled “An Ordinance Amending Chapter 1200.04, Definitions, and Chapters 1230.04-1230.07, Residential Zoning Districts, Section 1230.08, Residential Neighborhood Commercial District, and Adding Section 1245.12 to Provide for Sport Courts, Home Recreation Facilities, and Home Sports Facilities”.

The Ordinance updates zoning code definitions to include sport courts, home recreation facilities, and home sports facilities. The Ordinance provides for sport courts, tennis courts, home recreational facilities, and home sports facilities as permitted accessory uses in the R-1, R-2, R-3 and R-4 residential districts and the RC-1 Residential Neighborhood Commercial District. The code amendment also requires an administrative permit and site plan for sport courts and provides for performance standards.

**Effective Date:** This ordinance becomes effective upon its passage and publication according to law. The ordinance was adopted by the City Council on November 22, 2021.

A copy of the complete ordinance is available for review at the Norwood Young America City Offices, located at 310 Elm St W. If you have any questions, please contact the City at (952) 467-1800.





To: Mayer Lagergren and Council Members  
From: Angela Brumbaugh, City Clerk-Treasurer  
Date: November 22, 2021  
Subject: Financial Plan 2022-2026

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Attached is Abdo's draft financial plan for the years 2022 – 2026. Brad and Tyler will be in attendance to go through this document and answer any questions you may have.

If you are ready to approve it without changes:

**Recommendation:**

**Motion to approve the 2022 – 2026 Financial Plan presented by Abdo.**



To: Mayer Lagergren and Council Members  
From: Personnel Committee  
Angela Brumbaugh, City Clerk-Treasurer  
Date: November 22, 2021  
Subject: Increase PERA contribution for the Fire Department

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Fire Chief ZumBerge and Assistant Chief Glander presented a cost analysis report which was done by PERA. The report shows the fund along with the City's annual contribution can support an increase to their benefit level from \$2,800 to \$3,000 per service year.

The City has contributed \$3500 to their fund which is great than the \$1,633 that is needed therefore an increase to the benefit level will not force any additional amount needed.

The Personnel Committee recommended the following:

**Recommendation:**

**Motion to increase the current retirement benefit by \$200 to a total of \$3000 per Service Year.**

Public Employees Retirement Association of Minnesota  
 80 Empire Drive, Suite 200  
 St. Paul, MN 55103-2088  
 Phone: 651-298-7480 or 1-800-652-9026  
 Website: www.mnpera.org



August 3, 2021

PERA ID  
 8554-01

Governing Body and Fire Chief  
 NYA Fire Department

cityadmin@cityofnya.com; nyafirechief@gmail.com

We received your request for a cost analysis to estimate the cost of increasing the benefit level in the Statewide Volunteer Firefighter Plan administered by PERA. Based on current information, we have developed this spreadsheet and a cost analysis for the benefit levels you requested. The results are shown below.

A. Benefit Level (per year of service):	\$	2,900	\$	3,000	\$	3,100	\$	3,200
B. Projected Present Assets 12/31/2021 [Attached]		881,580		881,580		881,580		881,580
C. Accrued Liability 12/31/2021 [Attached]		878,330		904,511		930,692		957,078
D. Surplus/ (Deficit) [B-C]		3,250		(22,931)		(49,112)		(75,498)
E. Funding Ratio at 12/31/2021 [B/C]		100%		97%		95%		92%
F. Accrued Liability 12/31/2022 [Attached]		959,388		988,374		1,017,359		1,046,506
G. Financial Requirement: Increase in Liability [F - C]		81,058		83,883		86,667		89,428
H. Financial Requirement: PERA Fees (\$30/member)		1,110		1,110		1,110		1,110
I. Financial Requirement: 1/10th of Deficit/(Surplus, if 3rd yr) [D/10]		(325)		2,293		4,911		7,550
J. Financial Requirement: Total [G+H+I]		81,843		87,286		92,689		98,088
K. Reductions to Financial Requirement:								
Projected Fire State Aid [2021 Amount @1.035]		32,738		32,738		32,738		32,738
Investment Earnings [6% on Projected Present Assets]		52,895		52,895		52,895		52,895
L. Estimated Required Contribution [J-K]								
	None	\$	1,833	\$	7,058	\$	12,465	

Please note that these are estimates only. The figures shown above on Line L are estimates of required contributions that would be due on December 31, 2022 and beyond at the given benefit levels.

The estimate calculations were based on member information that was available at the time of preparing the analysis. Please review the membership data and make any corrections to that data. If you return that to me, I will prepare an updated cost estimate for you to review.

If you have any questions, please do not hesitate to contact me by phone (651-201-2865) or by email at sharyn.north@mnpera.org.

Sincerely,

*Sharyn North*

Sharyn North  
 Principal Accounting Officer, PERA



Date: November 22, 2021

To: Members of the City Council

From: Carol Lagergren

Re: Planning Consultant Final Contract for 2022

Cynthia Smith-Strack has provided a contract option with a limited renewal time frame for 2022. The proposed contract is attached.

Please note the following language in her letter documenting her commitment to a smooth transition (this language is not in the contract):

***... please know I am committed to a smooth transition be that working with onboarding of new staff or a new consulting planner. The attached contract illustrates an end date of February 28th for continued full service as being delivered now. Please know that I anticipate availability beyond that date to facilitate a transition as needed through May 1st. Thereafter, if high level assistance is desired for complex development reviews I also anticipate potential availability.***

- The cost for 2022 is \$100 per hour.
- The cost for 2021 was \$80 per hour
- The cost for 2020 was \$80 per hour.

***Recommendation: Approve the contract with Strack Consulting LLC for 2022.***

***Norwood Young America***

310 Elm Street West PO Box 59 - Norwood Young America MN 55368 - (952)467-1800 - [www.cityofnya.com](http://www.cityofnya.com)



November 11, 2021

Honorable Mayor Carol Lagergren  
Acting Administrator Angela Brumbaugh  
City of Norwood Young America  
PO Box 59  
Norwood Young America, MN 55368

VIA Email: [clagergren@nyacouncil.com](mailto:clagergren@nyacouncil.com)  
[abrumbaugh@cityofnya.com](mailto:abrumbaugh@cityofnya.com)

Dear Mayor Lagergren and Acting Administrator Brumbaugh,

This is truly an exciting time as possibilities abound within the City of Norwood Young America!

Growth and redevelopment opportunities will undoubtedly flourish as Highway 212 expands and talented elected and appointed leaders craft and implement the City's vision. I am genuinely grateful for having had an opportunity to partner with leaders and assist the City with planning consultation services for many years.

I'm writing to inform the City that in 2022 I envision taking a step back from consulting work. However, please know I am committed to a smooth transition by that working with onboarding of new staff or a new consulting planner. The attached contract illustrates an end date of February 28<sup>th</sup> for continued full service as being delivered now. Please know that I anticipate availability beyond that date to facilitate a transition as needed through May 1<sup>st</sup>. Thereafter, if high level assistance is desired for complex development reviews I also anticipate potential availability. Please know I also completely understand if early contract termination or non-renewal is desired.

In closing I'd like to thank elected officials, appointed officials, and City staff for their partnership and collaboration. Envisioning and providing for growth and nurturing redevelopment requires a consistent team effort along with open-mindedness, give and take, and occasionally making difficult decisions. Your dedication and commitment to what is best for the City of Norwood Young America shines brightly.

Please feel free to contact me if needed.

Thank you again for the opportunity to provide consulting services to the City of Norwood Young America.

  
Cynthia Smith Strack  
Consultant

## **AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Norwood Young America, a Municipal Corporation, hereinafter referred to as the "City" and Strack Consulting LLC, a Limited Liability Company, hereinafter referred to as the "Company".

### **I. DEFINITIONS**

- A. City – The "City" shall be defined as the City of Norwood Young America, a Municipal corporation.
- B. Company – The "Company" shall be defined as Strack Consulting LLC, a Limited Liability Company.
- C. Consulting Planner Services – "Consulting Planner Services" shall be defined as consulting services relating to municipal planning for the City of Norwood Young America.
- D. Hourly Fee- The "Hourly Fee" shall be defined as \$100 per hour fee charge for Consulting Planner Services. Invoicing will occur on a monthly basis for the contracted hours. The Company shall be reimbursed for additional expenses including, but not limited to, long-distance phone charges, postage and copying.
- E. Reimbursable Expenses- "Reimbursable Expenses" shall be defined as the expenses associated with projects completed for the City including long distance telephone service fees, long distance fax charges, printing and reproduction of documents, supplies directly related to a specific service or project.

### **II. SCOPE OF SERVICES AND FEES**

The Company will work with development applicants, City staff, City Consultants, the Planning Commission, the City Council, and others on various planning projects as outlined herein. It is the intent of this agreement that there will be a close cooperative working relationship between the Company and the City.

Basic services and fees shall include:

- A. The Company shall provide Consulting Planning Services on an as needed basis.
- B. The Company shall attend approximately one Planning Commission and/or one City Council meeting per month as well as additional meetings as directed by the City.
- C. As directed, the Company shall perform the following types of tasks:
  - 1. Review, evaluate and make recommendations on development/site plans, conditional use permit applications, rezoning/zoning amendment applications,

variance requests and requests for subdivision approval;

2. Develop and implement policies, strategies, plans, programs and regulations related to: future development & redevelopment (planning); existing & proposed uses of land (zoning); and platting of property (subdivision & resubdivision);
  3. Advise builders, developers and property owners on ordinance requirements and provide technical design assistance as directed;
  4. Revise, update and develop new ordinances relating to land use planning and property subdivision if directed;
  5. Serve as professional staff for Planning Commission by preparing reports, presentations and resolutions as directed/warranted;
  6. Prepare reports for City Council meetings regarding recommendations by the Planning Commission;
  7. Conduct research and develop policies related to City planning activities as requested/directed;
  8. Coordinate development review process with City Staff, the City Engineer and Building Official;
  9. Advise and/or assist with staff transition as requested/directed;
  10. Assist with other planning and zoning related duties as assigned or apparent.
- D. The Company shall invoice the City on a monthly basis for contract hours, plus reimbursable expenses as approved by the City. An itemized monthly invoice of the total hours and projects completed by the Company shall be provided to the City.
- E. The Company may provide additional assistance in conjunction with specific projects as authorized by the City for a lump sum project fee or on an hourly basis.
- F. The Company shall be reimbursed for other reimbursable expenses directly related to consulting planning services provided for the City, including long distance phone/fax and copies. The Company shall not be reimbursed for mileage. All such expenses shall be subject to the approval of the City and generally consistent with the attached schedule.

### **III. RESPONSIBILITIES**

- A. The Company shall respond to inquiries from the City or development applicants in a timely fashion.
- B. The Company shall prepare and submit itemized invoices detailing the projects completed and the dates in which services were provided.



#### IV. MISCELLANEOUS PROVISIONS

- A. Assignment. Neither party hereto may assign, pledge or transfer their interest, obligation and responsibilities under and pursuant to this Agreement, without the other party's prior written consent.
- B. Right of Termination. The City may terminate this Agreement upon thirty (30) days written notice to the Company. The Company may terminate this agreement upon thirty (30) days written notice to the City. In such event, the City will pay the Company for all billable hours provided by the Company and all approved reimbursable expenses up to the date of termination.
- C. Binding Effect. This Agreement shall inure to the benefit of, and is binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
- D. Amendments. This Agreement can be amended only in writing signed by both parties.

#### V. TERM OF AGREEMENT

This Agreement covers the period beginning January 1, 2022 and ending February 28, 2022.

IN WITNESS WHEREOF, the parties have set their hand as of the date first written above.

City of Norwood Young America, a Municipal Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Strack Consulting LLC, a Minnesota Limited Liability Company

By: *Christopher Strack* \_\_\_\_\_

Its: President/Chief Manager

Dated: November 11, 2021



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: November 22, 2021

SUBJECT: Approval of NYA Community Video and Commercial

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OrangeBall Creative and their production team submitted the final draft of the NYA Community Video and Commercial this week. Once approved, the video will be used on the City website, NYA-TV, other social media outlets and used for presentations with developers and new businesses.

Both video's will be reviewed at the meeting:

**NYA Master - (Full Length):**

<https://www.dropbox.com/s/y338iqzht2er7k3/NYA%20%28Full%20Promo%29%20v7--H264%201080p24.mp4?dl=0>

**NYA v1 (short version):**

[https://replay.dropbox.com/share/eDFfI2qY6K8looxM?video\\_version\\_id=pid\\_rvv%3AAAAAANSsAwH0UXqwyKt\\_pAH3Hlpl2syM7kWbVuiFRUSkub1i](https://replay.dropbox.com/share/eDFfI2qY6K8looxM?video_version_id=pid_rvv%3AAAAAANSsAwH0UXqwyKt_pAH3Hlpl2syM7kWbVuiFRUSkub1i)

**Recommended Motion:**

**Motion to approve the final draft of the NYA Community Video and Commercial.**



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: November 22, 2021

SUBJECT: Approve Resolution 2021-38; Approving Sale of Lot 7, Block 2 Tacoma West Industrial Park

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Attached is a resolution and draft of the purchase agreement for the sale of Lot 7, Block 2 Tacoma West Industrial Park to YMI Properties, LLC (aka Yeager Machine). YMI Properties, LLC will be purchasing the 2.09 acres of land for \$250,361.11. The proposed plan is to facilitate the construction of an expansion to their existing manufacturing facility.

The Planning Commission has reviewed YMI Properties, LLC proposed plan and determined the conformity with the general plans for the development of Tacoma West Industrial Park and the City as described in the Comprehensive Plan.

YMI Properties, LLC will be responsible for an administrative combination of the existing and proposed property, and vacation of easements as described within the purchase agreement.

**Recommended Motion:**

**Motion to approve Resolution 2021-38; Approving Sale of Lot 7, Block 2 Tacoma West Industrial Park to YMI Properties, LLC.**

**CITY OF NORWOOD YOUNG AMERICA  
RESOLUTION NO. 2021-38**

**RESOLUTION APPROVING SALE  
OF LOT 7, BLOCK 2, TACOMA WEST INDUSTRIAL PARK**

**WHEREAS**, the City of Norwood Young America, MN (the “City”) owns a parcel of land described as Lot 7, Block 2, Tacoma West Industrial Park (the “Property”), Carver County located at 419 Tacoma Circle that is zoned for industrial use; and

**WHEREAS**, the City desires to sell Lot 7, Block 2, Tacoma West Industrial Park;

**WHEREAS**, YMI Properties, LLC, a Minnesota limited liability company has offered to purchase the Property from the City for the sum of \$250,361.11, subject to the terms of a written purchase agreement; and

**WHEREAS**, based upon direction provided by the City Council, the City Attorney and other City staff have worked with YMI Properties, LLC on the initial draft of the purchase agreement; and

**WHEREAS**, a copy of the purchase agreement is attached as Exhibit A (the “Purchase Agreement”); and

**WHEREAS**, the Purchase Agreement grants YMI Properties, LLC a right to terminate its obligation to the purchase of the Properties under certain circumstances, which the City Council finds is reasonable under the circumstances; and

**WHEREAS**, the City Council further finds it is in the best interests of the City and its residents to accept YMI Properties, LLC offer to purchase the Properties; and

**WHEREAS**, the City Council further finds the form of the Purchase Agreement is acceptable; and

**WHEREAS**, pursuant to Minnesota Statutes §462.356, subd. 2, the City Council further finds the sale of the Property has no relationship to the City’s comprehensive municipal plan and that the City may dispense with the requirements of Minnesota Statutes §462.356, subd. 2, to the extent such requirements apply; and

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

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The sale of the Properties to YMI Properties, LLC for the sum of \$250,361.11 is approved, subject to the terms of the Purchase Agreement.
3. The form of the Purchase Agreement is approved. Further, the City Administrator and the City Attorney are authorized to complete the exhibits attached to the Purchase Agreement and to make any revisions to the Purchase Agreement they deem necessary or desirable.
4. The Mayor and City Administrator/City Clerk are authorized to execute and deliver on behalf of the City, the Purchase Agreement and any other documents they deem necessary or desirable to meet the City’s obligations under the Purchase Agreement

including, but not limited to, a limited warranty deed for the Properties. The execution of any document or instrument by the appropriate officers of the City shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

5. The City Administrator/City Clerk is authorized to expend funds to pay any costs allocated to the City under the Purchase Agreement or incurred to meet the City's obligations under the Purchase Agreement including, but not limited to, costs associated with title examination, title correction, transfer taxes, and closing costs.

Passed and adopted by the City Council of the City of Norwood Young America this 22<sup>nd</sup> day of November, 2021.

\_\_\_\_\_  
Carol Lagergren, Mayor

ATTEST: \_\_\_\_\_  
Angela Brumbaugh, City Clerk/Treasurer

**RESOLUTION EXHIBIT A**  
**Purchase Agreement**

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), between City of Norwood Young America, a municipal corporation under the laws of the State of Minnesota ("Seller"), and YMI Properties, LLC, a corporation under the laws of the State of Minnesota, and/or assigns ("Buyer").

### RECITALS

- A. Seller is the fee owner of one parcel of record legally described as Lot 7, Block 2, Tacoma West Industrial Park, Carver County, Minnesota consisting of approximately 2.09 acres of land (together the "Property").
- B. Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller pursuant to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and Buyer hereby agree as follows:

1. Sale of Property. Subject to compliance with the terms of this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from Seller.
2. Earnest Money. Within five (5) days after the date of full execution and delivery of this Agreement, Buyer shall deposit Twenty Five Thousand, Thirty Six and 11/100 Dollars (\$25,036.11) (such deposit together with the interest earnings thereon is referred to herein as the "Earnest Money") to be deposited with and held in trust in an interest bearing account (all interest earned thereon shall be retained by Seller ) by Carver County Abstract and Title (the "Title Company") until applied to the Purchase Price at Closing (as defined in Section 6 below) or otherwise disbursed to Buyer or Seller as required in this Agreement. The Earnest Money shall be disbursed as follows as applicable:
  - (a) If Seller terminates this Agreement pursuant to Section 22 hereof because of Buyer's default, the Earnest Money, shall be disbursed to Seller upon such termination. If Buyer terminates this Agreement pursuant to Section 22 hereof because of Seller's default, the Earnest Money, shall be disbursed to Buyer upon such termination.
  - (b) If Buyer terminates this Agreement due to any casualty or condemnation pursuant to Section 13 hereof, the Earnest Money, shall be disbursed to Buyer upon such termination.
  - (c) If Buyer terminates this Agreement before or on the Contingency Date as provided in Section 4 hereof, the Earnest Money, shall be disbursed to Buyer upon such termination.

- (d) Notwithstanding anything contained herein, if Buyer proceeds to Closing, the Earnest Money shall be credited to the Purchase Price, and the Earnest Money shall be disbursed to Seller at Closing.
3. Purchase Price. The "Purchase Price" for the Property shall be \$250,361.11. The Purchase Price, plus or minus any prorations contemplated hereunder, shall be paid at Closing as follows:
- (a) The disbursement of the Earnest Money to Seller; and
  - (b) The balance of the Purchase Price shall be paid by wire transfer or other immediately available funds.
4. Contingencies. The Buyer's obligation to close on the transaction contemplated hereunder is contingent upon the occurrence of the events described below.
- (a) On or before, ninety (90) days after the Effective Date (the "Contingency Date"):
    - i. Title and Survey. The condition of title shall have been found acceptable to Buyer, or been made acceptable, in accordance with the requirements and terms of Section 5 below. The Contingency Date shall be extended as necessary as provided in Section 5(d) hereof.
    - ii. Testing, Investigation. Buyer shall have determined that it is satisfied, in Buyer's sole discretion, with the results of all matters disclosed by soil tests, soil borings, engineering inspections, structural and mechanical inspections, surveys, and any and all other reviews, tests or studies of the Property, including tests and inspections relating to asbestos and the adequacy of utilities available to the Property, all such tests, inspections and reviews to be obtained at Buyer's sole cost and expense. Seller shall allow Buyer, and Buyer's agents, access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same. In performing such investigation and testing Buyer shall make reasonable efforts to minimize any interference with the Property's operation. Buyer shall restore the Property to the condition it existed prior to the testing, and shall defend, indemnify, and hold Seller harmless from all costs and liens related to said testing. Buyer's obligations under this subpart (ii) shall survive termination and closing.
    - iii. Environmental Investigation. Buyer shall have determined that it is satisfied, in Buyer's sole discretion, with the results of all matters disclosed by hazardous waste and environmental reviews of the Property. Seller shall allow Buyer, and Buyer's agents, access to the



Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same. All such tests, inspections and reviews will be obtained at Buyer's sole cost and expense. Seller shall provide any Phase One Environmental Assessment in Seller's possession.

iv. Misc. Contingencies.

- Seller not being in default under the terms of this Agreement;
- Determination by Buyer that the Property is suitable for Development, in Buyer's sole discretion, for Buyer's planned use, including, but not limited to, signage; and

v. Document Review. Within 15 days of the Effective Date, Seller shall provide Buyer with true and correct copies of all documents and materials in Seller's possession relating to the Property, including but not limited to:

- Current and prior year's property tax statements;
- Any title evidence or survey of the Property;
- Written notices received from any governmental organization of any violation regarding operation of the Property;
- Engineering and environmental inspection reports, any environmental remediation plans, any no-action letters or other documentation relating to completion of environmental remediation at the Property;
- Phase I and Phase II reports, if any; and
- Soil tests, engineering reports, property condition reports, plans, site plans, surveys, title policies, real estate tax and assessment information, topographic data and reference points, service and maintenance contracts and records, and other pertinent documents related to the Property which may be reasonably requested to expedite Buyer's review of the Property.

The contingencies set forth in this Section 4 are for the sole benefit of the Buyer and Buyer shall be entitled to waive any and all components of such contingencies by written notice to Seller. If any contingency set forth in this Section 4 has not been satisfied on or before the Contingency Date, then this Agreement may be

terminated by Buyer with written notice to the Seller. Such notice of termination may be given at any time but no later than 5:00 p.m. central time on the Contingency Date.

Upon any such exercise of the right of termination, the Agreement shall be terminated, the Earnest Money shall be returned to Buyer, provided that Buyer provides evidence of payment of all work performed during its investigation and the Property has been restored to substantially the same condition as it was prior to Buyer's work, and the parties shall have no further obligations to each other except as to those obligations which specifically survive termination. If Buyer is unable to provide evidence of payment of all work performed during its investigation that part of the Earnest Money equal to one and one half times the amount of the claim outstanding shall continue to be held for a period of up to 140 days following termination to ensure all investigative work of Buyer and all restoration work from testing is completed to the satisfaction of the Seller and that no mechanic's liens are filed for the non-payment of labor provided and/or materials for improvements ordered or performed at the request of the Buyer during the inspection period. If Buyer does not terminate this Agreement on or before the Contingency Date, all Earnest Money shall become non-refundable except as otherwise provided by this Agreement.

**UPON BUYER'S COMPLETION OF DUE DILIGENCE DURING THE INSPECTION PERIOD, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION WITHOUT FURTHER WARRANTY OR GUARANTEE FROM THE SELLER AFTER THE CONTINGENCY DATE.**

5. Title.

- (a) Condition of Title. On the Closing Date, Seller shall be required to convey fee title to the Property to Buyer, subject to no liens, easements, encumbrances, conditions, reservations or restrictions other than the Permitted Encumbrances (as defined below).
- (b) Title Evidence. The following shall collectively constitute the "Title Evidence":
  - (i) Title Insurance Commitment. Buyer shall obtain, at Buyer's expense within 15 days after the Effective Date a commitment (the "Title Commitment") from the Title Company for an Owner's Policy of Title Insurance on a current ALTA form issued by an insurer licensed in Minnesota in an amount requested by Buyer. The Title Commitment shall be accompanied by copies of all documents listed on the Title Commitment or affecting the Property with proper searches for bankruptcies, judgments, liens and assessments. While Seller shall be responsible to pay all examination and commitment

fees, Buyer shall be responsible to pay the cost of the premium for the Title Policy and any endorsements to the Title Policy.

- (ii) Survey. Buyer shall have the right to obtain an ALTA/NSPS land title survey of the Property (the "Survey") within sixty (60) days after the Effective Date.
- (c) Buyer's Objections. Within 15 days after receiving the last of the Title Evidence, Buyer shall make written objections ("Objections") to the form and/or contents of the Title Evidence. Buyer's failure to make Objections within such time period will constitute waiver of objections. Any matter shown on such Title Evidence and not included in Buyer's Objections (other than existing mortgages, judgments or liens which may be satisfied by the payment of a fixed sum of money) shall be a "Permitted Encumbrance" hereunder.

The Buyer acknowledges and agrees that Seller shall have no obligation to cure the following encumbrances which shall be deemed Permitted Encumbrances:

- a. Building and zoning laws; and
- b. platted utility and drainage easements.

- (d) Seller Cure Period. Seller shall have 30 days after receipt of the Objections to make reasonable good faith efforts to cure the Objections, during which period the Contingency Date will be extended and the Closing will be postponed if necessary. If the Objections are not cured within such 30-day period, Buyer's options will be to do the following: (i) terminate this Agreement by written notice to Seller and the Earnest Money shall be disbursed to Buyer; or (ii) waive the Objections and proceed to close.

6. Closing. The consummation of the purchase and sale transaction contemplated by this Agreement (the "Closing") shall occur on or before, the tenth (10<sup>th</sup>) day after the earlier of: (i) the expiration of the Contingency Period; and (ii) the date that Buyer satisfies all of the contingencies in Section 4 above (the "Closing Date"), at such place as Buyer and Seller may agree; provided, however, that Buyer shall have the option to extend the closing date for up to 90 days. Seller shall deliver possession of the Property to Buyer on the Closing Date.

7. Seller's Closing Obligations. On the Closing Date, Seller shall execute and/or deliver to Buyer the following items, which are referred to as "Seller's Closing

Documents.” Seller’s Closing Documents shall be duly executed and, where appropriate, be in recordable form.

- (a) Deed. A Limited Warranty Deed signed by Seller for the Property (the “Deed”), subject only to the Permitted Encumbrances, and subject to Buyer’s obligations under paragraph 25 hereof, which shall be called out in the Deed.
- (b) Bring Down Certificate. Deliver to Buyer an affidavit duly executed by Seller that reaffirms the truth and accuracy of Seller’s representations and warranties set forth in this Agreement as of the date of Closing.
- (c) Seller’s Affidavit. An Affidavit by Seller indicating that on the Closing Date, other than the Permitted Encumbrances, there are no outstanding, unsatisfied judgments, divorce proceedings, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics’ liens could be filed; and that there are no unrecorded interests in the Property.
- (d) FIRPTA Affidavit. A non-foreign affidavit as required by applicable law.
- (e) Authority. Deliver to Buyer such evidence as Buyer’s counsel and/or the Title Company may reasonably require as to the authority of the persons executing documents on behalf of Seller.
- (f) Other Documents. A closing statement and all other documents necessary to transfer the Property to Buyer free and clear of all encumbrances except for the Permitted Encumbrances and to allow the Title Company to record the Deed and issue the Title Insurance Policy required by this Agreement.
- (g) Possession. Possession of the Property free of possessions by Seller and others.

8. Buyer’s Closing Obligations. On the Closing Date, Buyer will execute and/or deliver to Seller the following, which (in the case of documents) are referred to as “Buyer’s Closing Documents.” Buyer’s Closing Documents shall be duly executed and, where appropriate, be in recordable form.

- (a) Purchase Price. Pursuant to Section 3 above, Buyer shall provide to Seller at closing the Purchase Price.
- (b) Title Policy. Title Company shall provide to Buyer a proforma title policy or a suitably marked up Title Commitment (as defined herein) initialed by the Title Company in the form required by this Agreement.

- (c) Authority. Deliver to Seller such evidence as the Title Company or Seller's counsel may reasonably require as to the authority of the persons executing documents on behalf of Buyer.
  - (d) IRS Reporting Requirements. Deliver to Seller any agreements or information that may be necessary to comply with applicable transaction reporting requirements of the Internal Revenue Service or any other governmental agency.
  - (e) Bring-down Certificate. Deliver to Seller an affidavit duly executed by Buyer that reaffirms the truth and accuracy of Buyer's representations and warranties set forth in this Agreement as of the date of Closing.
  - (f) Other Documents. A closing statement and all other documents necessary to transfer the Property to Buyer and to allow the Title Company to record the Deed and issue the Title Insurance Policy required by this Agreement.
9. Costs and Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
- (a) All real estate taxes due and payable for all years prior to Closing shall be paid by Seller. Seller shall pay all special assessments levied, deferred or pending as of the Closing Date. Real estate taxes for the year of Closing shall be prorated between Buyer and Seller based on the most recent tax bill, so that Seller pays that portion of the real estate taxes payable up to and including the Closing Date and Buyer pays that portion of the real estate taxes payable after the Closing Date. Buyer shall pay all real estate taxes due and payable in years following the Closing Date.
  - (b) Seller shall pay all title charges for the issuance of the Title Commitment. Buyer shall pay for any Title Policy premium for the owner's policy of title insurance, including any requested endorsements.
  - (c) Buyer shall pay all costs of recording the Deed and Seller shall pay for the cost of recording any other documents necessary to convey the Property as required by this Agreement.
  - (d) Seller shall pay the deed tax.
  - (e) Buyer and Seller shall each pay one-half of the closing fees of Title Company.
  - (f) All utility bills, charges, and other operating costs of the Property (other than real estate taxes and special assessments) shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that portion of the bills, charges, and other operating costs due and payable on or before the Closing Date and Buyer pays that portion of the bills, charges, and other operating costs due and payable after the Closing Date.

- (g) Each of the parties will pay its own attorneys' fees.

10. Operations Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall:

- (a) Operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including maintaining liability insurance in the forms and amounts in place on the Effective Date.
- (b) Not convey or otherwise transfer any of the Property without the consent of Buyer.
- (c) Not execute any contracts, leases or other agreements regarding the Property during the Executory Period that do not terminate on or before the Closing Date without the written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.
- (d) Promptly deliver to Buyer a copy of any notice, consent, waiver, request or other communication Seller receives from any public or private entity with respect to the Property.
- (e) Timely pay and discharge all bills and monetary obligations and timely and properly perform all of its obligations and commitments under all existing contracts and agreements pertaining to the Property, except as to amounts or obligations which Seller contests in good faith.
- (f) Not enter into any negotiations with or solicit any offer, inquiry or proposal from any other person with respect to the sale, merger or other acquisition of the Property.

11. Representations by Seller. Seller represents to Buyer as follows:

- (a) Authority. Seller has the requisite power and authority to enter into and perform this Agreement and those Seller's Closing Documents signed by it; the foregoing documents have been or will be duly executed and delivered; the execution, delivery and performance by Seller of such documents do not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter or any other agreements of any nature to which Seller is a party; such documents are or will be when signed valid and binding obligations of Seller and are enforceable in accordance with their terms.
- (b) Contracts. Seller has not entered into any contracts for the sale of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal, right of first offer or options to purchase the Property or any other rights or agreements that may delay or prevent this transaction. No person or entity is entitled to possession of any of the Property other than Seller. There is in effect no contract or

agreement relating to occupancy, management or operation of the Property that cannot be terminated on or prior to the Closing Date.

- (c) Compliance. To the best of Seller's knowledge, the Property is in compliance with applicable law, without the benefit of any "grandfathering" or similar variance. Seller has received no notice or complaint from any governmental agency or subdivision of a governmental agency of any legal or regulatory noncompliance related to the Property, including but not limited to noncompliance with health, safety, fire, electrical or building codes or environmental, zoning, planning or other land use requirements. Seller has received no notice of any default or breach of any covenants, conditions, restrictions or easements affecting the Property. Seller has not received any notice or complaint from any insurance underwriter relating to the condition or operation of the Property. If Seller receives any such notice at any time prior to Closing, Seller shall notify Buyer of such notice and, at Buyer's request, provide a copy of such notice, if in writing, to Buyer.
- (d) Mechanic's Liens. There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made or with respect to which a construction lien may be filed against the Property.
- (e) Proceedings; Litigation. There are no existing proceedings, or, to the best of Seller's knowledge, any threatened proceedings that would affect the Property or the use thereof by Buyer, either administrative or judicial, and there is no litigation or condemnation proceeding pending, or, to the best of Seller's knowledge, threatened, that would affect the Property or the use thereof by Buyer. Seller has received no notice of and has no knowledge of any contemplated special assessments against the Property, and there is presently no real estate tax protest or similar tax abatement proceeding pending with respect to the Property.
- (f) Other Agreements. There is no unrecorded note, mortgage, security agreement, or other agreement affecting the Property that requires the consent of any party (or Seller shall provide such consent if necessary at its expense) or requires a change in the terms and conditions of the underlying financing as a result of the sale contemplated by this Agreement, and that there are no defaults existing in any such agreements affecting the Property.
- (g) Hazardous Materials. Seller has not stored, released, disposed of, nor permitted any other party to store, release or dispose of, and to the best of Seller's actual knowledge there has not been any storage, release or disposal of, any Hazardous Material in, on, about or from the Property, and Seller has no knowledge of the existence in, on or about the Property of any Hazardous Material. For purposes of this subpart (g), the term "knowledge", shall refer to the actual knowledge of the City representative with the most information about the Property. The term "Hazardous

Materials” means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products, and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by, any federal, state, county, municipal, local or other statute, ordinance or regulation that relates to or deals with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, but not limited to, the Comprehensive Environmental Response and Liability Act of 1980 (“CERCLA”), 42 U.S.C. § 9601, as amended.

- (h) Wells; Septic; Storage Tanks. There are no wells or individual sewage treatment systems located on the Property, and there are no underground or above ground storage tanks in, on or about the Property.
- (i) Documents True and Correct. All documents delivered by Seller to Buyer in connection with the Property are true, complete and correct in all material respects.
- (j) Private Restrictions. To the best of Seller’s knowledge and except as disclosed in the Title Commitment;, there are no and will be no private restrictions that affect the uses that may be made of the Property by Buyer, including but not limited to agreements to subject architectural plans to an association or other group; and provisions requiring the joining with others in group actions.
- (k) Beneficial Easements, Licenses and Permits. There are no beneficial easements, licenses or permits that are owned or possessed by Seller that are necessary or useful for the operation of the Property that are not being conveyed pursuant to this Agreement.
- (l) Methamphetamine Disclosure. To the best of Seller’s knowledge, methamphetamine production has not occurred on the Property.

Each of the representations and warranties herein contained shall survive the closing or the early termination of this Agreement and shall not merge into the Deed. Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will not constitute a waiver or release by Buyer of any claims due to such breach. Seller’s representations and warranties contained in this Section must be accurate in all material respects now and on the Closing Date as if made on the Closing Date.

12. Representations by Buyer.

- a. Authority. Buyer represents and warrants to Seller that Buyer has the requisite power and authority to enter into this Agreement and Buyer’s Closing Documents signed by it; such documents have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered; that the execution,



delivery and performance by Buyer of such documents do not conflict with or result in violation of any judgment, order or decree of any court or arbiter to which Buyer is a party; such documents are valid and binding obligations of Buyer, and are enforceable in accordance with their terms. Each of the representations and warranties herein contained shall survive the closing or the early termination of this Agreement and shall not merge into the Deed. Consummation of this Agreement by Seller with knowledge of any such breach by Buyer will not constitute a waiver or release by Seller of any claims due to such breach.

13. Casualty; Condemnation.

- (a) Casualty. The risk of loss from any casualty shall remain with Seller until the Closing, and Seller agrees to maintain insurance on the Property in the form and amount in place on the Effective Date through the Closing. If, prior to the Closing Date, any casualty occurs with respect to all or any material portion of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within 30 days after Seller's notice), as Buyer's remedy, either (i) this Agreement shall terminate and the Earnest Money returned to Buyer, including accrued interest, in which event neither party will have further obligations under this Agreement, or (ii) the Purchase Price shall be reduced by an amount equal to the estimated cost to repair the Property less any insurance proceeds paid to Buyer at Closing. If Buyer does not give such notice within 30 days, then there shall be no reduction in the Purchase Price, and Seller shall pay to Buyer on the Closing Date all of such insurance proceeds or, if the amount of insurance proceeds is not yet known, Seller shall (i) pay to Buyer on the Closing Date a reasonable estimate of such insurance proceeds, (ii) assign to Buyer on the Closing Date all of Seller's right, title and interest in and to any remaining insurance proceeds and obtain any necessary consents of Seller's lenders and insurance agent to such assignment, and (iii) use its best efforts to ensure that Buyer receives such remaining insurance proceeds, including, but not limited to, working directly with its insurer to obtain the remaining insurance proceeds.
- (b) Condemnation. If, prior to the Closing Date, any eminent domain proceedings are commenced against all or any portion of the Property, at Buyer's option (to be exercised within 30 days after Seller's notice), as Buyer's sole remedy, this Agreement shall terminate and the Earnest Money returned to Buyer, in which event neither party will have further obligations under this Agreement. If Buyer does not give such notice within 30 days, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer on the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior

written consent, which consent shall not be delayed or withheld unreasonably.

14. Brokers' Commission. Seller and Buyer represent and warrant that they have not been involved with any real estate brokers or agents on its behalf in connection with the transaction contemplated under this Agreement and that no commissions or costs are owed or being paid to any real estate broker or agent in connection with this transaction. Each of the parties agrees to indemnify and hold the other party harmless from any losses, liabilities or expenses (including reasonable attorney's fees) incurred by the other party in connection with any claim by any third party or brokerage commission or fees relative to this Agreement for the sale of the Property. Seller's and Purchaser's obligations under this Section 14 shall survive Closing or any termination of this Agreement.

15. Survival. All of the terms of this Agreement will survive and be enforceable after the Closing and delivery of the Deed.

16. Notices. Any notice required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to the receiving party (or any officer of such party), or (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: City of Norwood Young America  
Attn: City Administrator  
310 Elm St. W.  
Norwood Young America, MN 55368

with a copy: Rupp, Anderson, Squires & Waldspurger  
Attn: Jay Squires  
333 South Seventh St., Ste. 2800  
Minneapolis, MN 55402

If to Buyer: YMI Properties, LLC  
c/o Yeager Machine, Inc.  
Attn: Mike Yeager  
415 Tacoma Circle  
Norwood Young America, MN 55368

with a copy: Larkin Hoffman Law Firm  
Attn: Tom Alexander  
8300 Norman Center Drive, Suite 1000  
Bloomington, MN 55437-1060

Notices shall be deemed effective on the date of receipt. For purposes of this Agreement, any notice shall be deemed to be received on the same day as sent with respect to hand delivery or e-mail delivery, shall be deemed to be received on the first business day after the date sent with

respect to delivery by overnight courier, and shall be deemed to be received on the third business day after the date sent with respect to delivery by mail. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, at least 10 days prior to the effective date of such change.

17. Entire Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property. There are no verbal or written side agreements that change this Agreement.

18. Amendment; Waiver. No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by all parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right or as a waiver of such right in a later or separate instance.

19. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.

20. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation and effect.

21. Assignment. Buyer may assign its rights under this Agreement with the consent of Seller, which will not be unreasonable withheld, conditioned or delayed. Seller may not assign its rights under this Agreement without Buyer's consent.

22. Remedies. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving thirty (30) days advance written notice to Buyer in the manner required by this Agreement. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and Seller shall be entitled to receive the Earnest Money as liquidated damages. The termination of this Agreement and the receipt of the Earnest Money will be the sole remedies available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement, Buyer's sole options are to either bring an action for specific performance or to terminate this Agreement upon written notice to Seller and receive the Earnest Money.

23. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

24. Time of the Essence. Time is of the essence with respect to all dates, deadlines and other terms and conditions under this Agreement.

25. Development of Property. Buyer shall administratively combine the Property with Lot 6, Block 2, Tacoma West Industrial Park, which is presently owned by Buyer and file an application for the vacation of certain drainage and utility easements running within each lot along the common boundary line between such lots.

**SELLER:**

**CITY OF NORWOOD YOUNG AMERICA**

By: \_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

Its: City Administrator

**BUYER:**

**YMI PROPERTIES, LLC**

By: \_\_\_\_\_

Mike Yeager

Its:



To: Mayer Lagergren and Council Members  
From: Angela Brumbaugh, City Clerk-Treasurer  
Date: November 22, 2021  
Subject: Notify Me Software – Tabled from November 8, 2021

After the last meeting, the Notify Me Software request was tabled for more information. Below shows some of the steps and what it can do:

1. The Software can be accessed from any laptop, cell phone, or device that has wifi capabilities
2. The information is taken from our Utility Billing Software. We can select certain streets, property type, or people:

You may filter the alert recipients by any of the needs listed below; the recipient list will be updated accordingly

Street Address  
Bay View Ct.  
Lakeview Rd  
Terrace Street  
Woods Way.

City  
Lakeview

Zip Code  
55555  
55331

Route

Property Type  
--Please Select--  
--Please Select--  
Advisory  
ALERT  
Boat Storage  
City Employees/Council  
Commercial  
Community  
Fire Dept  
Local Law Enforcement  
Mobile Home  
Public Building  
Residential

Preferred Language  
--Please Select--

Households with children under 18

Filter the Alert

Alert Recipients

✓	First Name	Last Name	Email
✓	Dennis	Davis	dennis@software
✓	Douglas	Davis	doug@software

3. By default all recipients in those areas are listed and we have the option of sending to everyone or checking off the people we want it sent to.

4. There are options of voice (telephone), text, or email. Most Cities select all three in order to be sure everyone has the option of receiving it:

The screenshot shows the 'Send Alert by:' section circled in green. It includes checkboxes for 'Voice', 'Text Message', and 'Email', all of which are checked. Below this, the 'Title of Alert (50 Characters)' is 'Sewer Line Break'. The 'Please enter the Alert Message' section is titled 'PHONE/VOICE MESSAGE' and includes a 'Guide to Writing Text to Speech' link. The 'Caller ID' is '952-476-4600'. The 'Voice of the Message' section shows 'male1' selected. The 'Start Date' is '2020/01/22' and the 'Start Time' is '09:51:00'. The 'EMAIL' section has a 'Title (100 Characters)' and an 'Email Message (1000 Characters)' field. The 'SMS TEXT' section has an 'SMS Text Message (160 Characters)' field with '160 chars remaining'.

5. We would type in our message and then have the ability to listen to it to be sure it is correct. They have male or female voices along with Spanish.

The screenshot shows the 'Voice of the Message' section circled in blue. It includes a 'male1' selection and a 'Female1' selection. The 'Voice Text Message (500 Characters)' field contains the text: 'This is a public alert we have a sewer line break and are notifying all residents as a precaution to boil cooking and drinking water until further notice'. The 'Start Date' is '2020/01/22' and the 'Start Time' is '09:51:00'. The 'EMAIL' section has a 'Title (100 Characters)' and an 'Email Message (1000 Characters)' field. The 'SMS TEXT' section has an 'SMS Text Message (160 Characters)' field with '160 chars remaining'.

6. There is a separate area to put the message if we just want it to go to email.

The screenshot shows the 'EMAIL' section circled in blue. It includes a 'Title (100 Characters)' field and an 'Email Message (1000 Characters)' field. The 'SMS TEXT' section has an 'SMS Text Message (160 Characters)' field with '160 chars remaining'. A red arrow points from the text 'attach a file' to the 'Attach File (max size 3MB)' field in the 'EMAIL' section.

7. If we know we would like a message to go out at a different time, we can set the date and time for it to go out. If not, the alert goes out approximately 15 minutes after entered into the system.
8. There are Cities that also send newsletters by attaching it (see the last picture).
9. At this time, you can put in a phone number to have a test to listen to.
10. The entire process should only take minutes to accomplish.
11. Some of the areas people have used this software is for Utilities, project updates, street sweeping, snow, no parking, and newsletters.
12. The cost is \$570 per year with 2,000 text messages included. Anything over the 2,000 would cost the City \$.04 per alert. For example 200 additional text message alerts would be an additional \$8.

Please let me know if you have any additional questions. Thank you!

**Recommendation:**

**Motion to approve the purchase of Notify Me software at a cost of \$570 per year with an additional fee if we surpass the free alerts.**



**Softline Data, Inc.**

**Your Quote**

publicalert@softlinedata.com

This is a quote for the Public-Alert messaging software. This quote expires in 45 days from 10/07/21.



**Comment**

**Utility:**

NORWOOD YOUNG AMERICA

**Contact:** Alicia Menzel

**E-mail:** [accounting@cityofnya.com](mailto:accounting@cityofnya.com)

**Phone:** [952-467-1800](tel:952-467-1800)

**City:** Norwood Young America

**State:** MN

**Zip:** 56293

**Households:** 1001-1500

Please call with any questions

Ryan Davis

1-800-657-0880

[ryan.davis@softlinedata.com](mailto:ryan.davis@softlinedata.com)

**The following quote includes:**

- Upload of data from city database or utility database.
- Daily backup of database for security.
- Setup and installation of software w/usernames and passwords.
- Unlimited users.
- Ability to have different departments manage customized database.
- Ability to create unique database criteria.
- Resident opt out option.
- Free email alerts.
- Alerts start over every year.

**Limited Time Quote:**

		<b>Cost</b>	<b>Alerts</b>
Public-Alert Software	-Level 3	\$570.00	5,000 a year
	Total:	\$ 570.00	

**Softline Data, Inc.**

**(800) 657-0880**





To: Mayor Lagergren and City Council Members  
From: Angela Brumbaugh, Clerk/Treasurer  
Date: November 22, 2021  
Re: Assessment Service Agreement with Carver County

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We have received the service agreement for joint assessments with Carver County. This is a one year agreement which we renew each year. Below shows the new 2022 rate along with the 2021 rate:

	2022 Assessment Rate	2021 Assessment Rate	Increase Per Parcel
Residential valuation	\$ 14.37	\$ 13.95	\$ 0.42
Agricultural valuation	\$ 14.94	\$ 14.50	\$ 0.44
commercial/Industrial	\$ 16.02	\$ 15.55	\$ 0.47

According to the agreement, the county will view and determine 20% of the parcels each year.

**Recommended Motion:**

**Motion to approve the Service Agreement between the City and Carver County regarding Assessment Service for the 2022 year.**

## SERVICE AGREEMENT FOR JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter "County") and City of Norwood Young America, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor's Office; and

WHEREAS, Minn.Stat. § 273.072 and Minn.Stat. § 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2022. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of fourteen dollars and thirty seven cents (\$14.37) per residential valuation, fourteen dollars and ninety four cents (\$14.94) per agricultural valuation, and sixteen dollars and two cents (\$16.02) per commercial/industrial valuation (for the assessment of January 2, 2022) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15<sup>th</sup> of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

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

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

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

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

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

- 9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- 10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

- 11) **Default and Cancellation.** If the Town 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 Town's default is excused by the County, the County may, upon written notice to the Town's representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
City of Norwood Young America	Mark Meili Interim
310 Elm Street W.	Carver County Assessor
NYA, MN 55368-0059	600 E 4 <sup>th</sup> Street Chaska MN 55318
Angela Brumbaugh	mmeili@co.carver.mn.us

- 12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement,

or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment 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.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Norwood Young America, has caused this Agreement to be executed by its Chairperson/Mayor and its Town Clerk by the authority of its governing body by a duly adopted resolution on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF NORWOOD YOUNG AMERICA

COUNTY OF CARVER

By: \_\_\_\_\_  
Mayor Carol Lagergren

By: \_\_\_\_\_  
Tim Lynch, Chairperson  
Board of Commissioners

By: \_\_\_\_\_  
Clerk –Angela Brumbaugh

Attest: \_\_\_\_\_  
Dave Hemze/County Admin.

And: \_\_\_\_\_  
Mark Meili  
Interim County Assessor



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: November 22, 2021

SUBJECT: Approve Scheduling of Joint Commission Meeting

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The last meeting of the Joint Commission of the NYA City Council, Planning Commission, Economic Development Commission, Parks & Recreation Commission, NYA Area Chamber of Commerce and Willkommen Heritage & Preservation Society was held on January 8, 2020. Attached are the minutes from that meeting.

Since this meeting, the commissions have been working on completing the goals that were set for them from the Downtown Redevelopment Plan which was implemented by the Joint Commission in December 2018. Some of these goals will continue in everyday routines (i.e. timely nuisance follow ups, positive business efforts), other projects are currently being worked on (i.e. historic walking tour, sidewalk/trail connectivity, Main Street Streetscape project), however, a good majority of the goals have been accomplished:

- Small Cities Development Program
- Market Enrichment Program & updated Business Subsidy Policy
- Bench Program
- Two new murals
- Springfest Artisan Fair
- Downtown Design Guidelines
- Elm Street Municipal Parking Lot
- Holiday Decorations
- Community Video
- Main Level Business standards
- Business survey
- Business inquiry protocol

The NYA Economic Development Commission discussed the successes of the Downtown Redevelopment Plan and recommends to the City Council to start the Joint Commission meetings back up again in January 2022. The goal would be to bring all commission members together again to discuss new projects/goals for the community going forward.

**Recommended Motion:**

**Motion to approve Joint Commission meetings of the NYA City Council, Planning Commission, Economic Development Commission, Parks & Recreation Commission, Senior Advisory Commission, NYA Area Chamber of Commerce and Willkommen Heritage & Preservation Society to be scheduled on the second Wednesday quarterly at NYA City Hall starting January 12, 2022, at 6pm.**

**NORWOOD YOUNG AMERICA JOINT MEETING** Minutes of the  
Norwood Young America City Council, Norwood Young America Economic Development Commission,  
Norwood Young America Planning Commission, Norwood Young America Parks & Recreation Commission  
and NYA Area Chamber of Commerce  
Wednesday, January 8, 2020 - 6:30 p.m.  
City Hall Council Chambers, 310 Elm Street West, NYA MN 55368

**1. Call to Order**

Mayor Lagergren called the Joint Meeting of the City Council, EDC, Planning Commission, Parks & Recreation Commission and Chamber of Commerce to order at 6:33pm.

Council Members in attendance: Carol Lagergren, Charlie Storms, Craig Heher, Mike McPadden

Planning Commission members in attendance: Mike Eggers

EDC members in attendance: Tonya Noeldner, Sarah Molnau, Jason Winter

Parks & Recreation members in attendance: none

Chamber of Commerce members in attendance: Kaarin Foede

Heritage Center members in attendance: LaVonne Kroells

Staff members in attendance: Steve Helget, City Administrator, Karen Hallquist, Economic Development Marketing Director

Others Present: Julie Wigfield, Perry Forst

**2. Adoption of Agenda**

*Motion: Storms/Heher to adopt the agenda as written. Vote 4-0. Motion passed.*

**3. Business**

- A. Vision of the Downtown Redevelopment Plan: The vision of the city of Norwood Young America is to build upon the history of the two downtown areas, by enhancing the unique characteristics and architectural features of the buildings, resulting in vibrant small-town downtowns with commercial, residential and governmental uses.

a. **Review Focus Areas (see attached)**

- i. 2020 Commission Goals - (Planning Commission (PC), Economic Development Commission (EDC), Parks & Recreation Commission (P&RC), Willkommen Heritage Center (WHC) These areas are currently being worked on if not otherwise marked:

- Focus on the history of the downtowns and buildings
  - Short-term: Inventory history of buildings and share with property owners – WHC
    - Elm Street properties are finished. Goal is to complete Main Street buildings for Stiftungsfest.
- Adopt design guidelines which build on the German, Danish and Scandinavian character
  - Short-term: Adopt design guidelines
    - Heher confirmed the City Council adopted guidelines in March 2019.
- Aesthetics are important – maintain public and private infrastructure
  - Short-term: Add benches to Historic Downtown YA and Norwood – P&RC
    - P&RC is continuing to work on the trail/sidewalk plan in 2020.
  - Short-term: Add fence or hedge to Municipal Park Lot – EDC
    - Staff is acquiring bids for landscaping changes in parking lot.
  - Short-term: Review enforcement procedures for nuisance violations – PC
    - Helget confirmed timeline for enforcement of nuisance violation is 14 days.
  - Long-term: Add additional decorative streetlights in Historic Downtown YA – EDC
    - Xcel Energy outdoor lighting coordinator is to have a bid to the city by the end of the month.
  - Long-term: Add missing trees to Historic Downtown YA and Norwood – P&RC
    - P&RC is working with city public service staff on tree replacement and maintenance responsibility. Discussion on the visual connectivity of the two downtowns with potential of planter containers, waste receptacles and benches.
- Expand sidewalks and trails and commercial district connectivity
  - Short-term: Work with MnDOT on wayfinding signage changes & additions – EDC
    - EDC staff is continuing to work with MnDOT, especially with Hwy 212 construction starting this summer.
  - Long-term: Identify gaps in connectivity with existing trails and sidewalks – P&RC



- P&RC will continue to work on the trail/sidewalk plan in 2020.
- Develop a sense of space for community gatherings & events to bring people downtown –
  - Short-term: Plan Downtown Air Fair and/or Music – Springfest – done!
- Provide financial incentives to encourage redevelopment
  - Short-term: Pursue Small Cities Development Grant – EDC
    - Applications are currently available. Deadline for grant is Sept 2022. EDC is currently looking at using the Revolving Loan Fund to create a Market Enrichment Grant Program that will offer the same benefits of the Small Cities Grant to businesses in any of the C-2, C-3 and B-1 Business Districts.
- Preserve the commercial character of main levels of downtown buildings
  - Short-term: Contact building owners regarding window displays – done!
- Expand commercial business opportunities by target marketing complimentary uses
  - Short-term: Gather business input on potential financial incentives – EDC
    - EDC will be sending out a survey to local businesses.
- b. Review other opportunities
  - i. Mural –

Hallquist attended a Community Engagement seminar in Bloomington which shared info on “Goodspace Murals” and their concept of more community involvement with the mural project. She will do more research and bring back to the February meeting. Staff had also contacted the City of Belle Plaine and City of LeSueur to find out the process of their community murals. Both of these communities hired contractor Lana Beck to complete the project.

ii. Holiday Décor

There has been great feedback from the community about the new holiday décor. Xcel Energy outdoor lighting coordinator confirmed with staff that the city is able to put décor on their light poles. The décor can be added to each year.

iii. Pop Up Sales

Hallquist has met with two local homebased business owner who are both interested in the concept of a pop up sale. The next step would be to talk with vacant building owners on utilizing their space. The Springfest committee is hoping to be able to have some of their featured vendors in a select few of vacant buildings.

iv. Old Town

Storms reported the Parks & Recreation Commission is planning on the repair of the buildings in fall of 2020. The Commission is also seeking the contact information for local organizations to be able to call on them for future projects.

v. Historic Walking Tour

Kroells and Hallquist have met to discuss the possibility of applying for a Partnership Program Grant through the Minnesota Historical Society to assist in paying for a consultant to compile the historical information about the buildings in the two historic downtowns. This information can then be digitized and used for virtual walking tours along with easier access for brochures and paper materials.

vi. Drone Video Tour

Winters suggested contacting the City of Jordan to inquire who they hired for their video. OrangeBall Creative will be sending a proposal plus staff contacted two other video companies. OrangeBall suggested waiting until fall of 2020 when construction and underpass is completed.

c. Discuss the process of starting a business in NYA

Lagergren asked for discussion on the process and potential hurdles of new businesses coming to NYA and how the City as a whole, can improve.

i. First Contact – comments/suggestions/perceptions/hurdles

- Follow up email or phone call must be done and in a timely manner
- Find opportunities when there are concerns shared
- New businesses scared off with too many questions
- Clear and consistent message – eliminate conversations of “you can’t” but instead a message of “how can we make this work.”
- Language of options – not roadblocks
- Language staff uses must be positive “Not what you say, but how you say it.”
- Need to show interest

ii. Location – comments/suggestions/perceptions/hurdles

- Lots of paperwork
- Everything feels like a slow process
- CUP process, applications and fees are cumbersome. Fees are not high, however, can be for a small business.
- There seems to be so many requirements for CUPs and IUPs. Seems like owners are asking for permission to run their businesses.

- The current industrial park covenant seems to limit future expansion
- Better communication with the industrial park businesses with potential new businesses coming in
- Is NYA comparable to other cities in their CUP and IUP requests?
- NYA requires too many "extras"
- Rights of the individual, rights of the neighbors, rights of the community
- Specificity required before they are ready
- So many steps required before opening a business
- Labeling and use questions (primary & accessory)
- Is the building inspector aware of city codes?
- There needs to be city presence of support
- Review city code as it could be restricting new businesses

iii. Finance

- Better understanding of Open to Business and available resources to all

**4. Adjournment – Meeting was adjourned at 7:40pm**

*Motion: Storms/McPadden to adjourn. Vote 4-0. Motion passed.*

Next Joint Meeting: Wed, April 8, 2020 6:30pm City Hall

Respectfully Submitted,

\_\_\_\_\_  
Carol Lagergren, Mayor

\_\_\_\_\_  
Karen Hallquist, Economic Development Marketing Director



TO: Honorable Mayor Lagergren and City Council Members  
FROM: Tony Voigt, Public Service Director  
DATE: November 22, 2021  
RE: Award Drainage Ditch clean-out quotes

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I am proposing to hire a contractor to clean out 1700 ft of ditch located directly north of 7<sup>th</sup> St SW and west of 4<sup>th</sup> Ave SW. This ditch cleaning will be a continuation from the work completed earlier this year. If the weather cooperates, I anticipate the project's completion towards the end 2021. The project deadline is December 31, 2021

We currently have \$14,150 left in the 2021 budget for ditch cleaning.

If the project is approved, I will contact the landowners and obtain easements to enter these areas. We will have all right-of-entry agreements and proper permits in place before we start the project.

I have included a copy of the RFQ and the 2 quotes we received for this project.

Henning Excavating	\$4,625
Schneider Excavating	\$12,850

**Suggested Motion:**

**Motion to approve hiring Henning Excavating to clean out the designated ditch area in the amount of \$4,625**

*Norwood Young America*



## **REQUEST FOR QUOTES**

### **NORWOOD YOUNG AMERICA 2021 DRAINAGE DITCH MAINTENANCE**

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 perform maintenance on City owned Drainage Ditches as described in this RFQ.
- B.** Responses submitted must provide complete information as indicated in this request. The deadline to submit a quote is **10:00 a.m., Thursday, November 18, 2020.**

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@cityofnva.com](mailto:tvoigt@cityofnva.com)

## **II. SCOPE OF WORK**

### **A. The Ditch Area and Location**

The project will consist of cleaning sediment out of approximately 1700 ft of drainage ditch. The ditch is located north of 7<sup>th</sup> St SW approximately 1000 ft east of Co Rd 33. The proposed area starts at the backyard property lines of the residents at 4<sup>th</sup> Avenue SW running easterly then turning to the south and ending at 7<sup>th</sup> St SW. Attached is a map indicating the location ("orange highlight") of the drainage ditch area to be cleaned out.

### **B. Sediment Removal**

Sediment removal is to consist of a minimum 6" removal below the outlet of the existing ditch on 4<sup>th</sup> Ave SW and continuing to 6" below the inlet at 7<sup>th</sup> St SW and to include an even grade maintaining fall between these two points. Grade is to be verified by means of GPS machine control or a transit. Contractor is to verify with a city representative that the sediment removal meets these standards. A typical cross section of the proposed ditch cleaning is attached as well.

### **C. Tree Removal**

The City will assist in tree removal that impedes equipment from accessing the ditch. The City will cut the trees necessary and will require the awarded contractor to assist dragging tree debris to a suitable location whereas the city will chip and remove said debris.

**D. Ditch Access**

The City will obtain an agreement to access private property. The available access points are the intersection of 4<sup>th</sup> Ave SW and Hwy 5, the Westerly dead end of Webster St W, and 7<sup>th</sup> St SW where the ditch dumps into an inlet that flows under the road as detailed on the attached map.

**E. Disposal of Sediment Material**

Sediment material may be dumped onto City property located at 123 Reform Street N (Oak Grove property). The city has a second location off Tacoma Ave if weather permits. The awarded Contractor may also haul and dump the sediment material at location outside the city if they choose. The dump site it to be verified with the city representative before the project starts.

**III. INSURANCE**

The 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 31,2021.

**V. CONTRACTOR WARRANTY**

Contractor shall warrant their workmanships

**VI. CITY RESPONSIBILITIES**

- A. The city will apply for all necessary permits.
- B. The city will obtain an access/easement agreement.

**VII. QUOTE**

Quotes shall be provided as a whole dollar amount.

**VIII. RIGHT TO REJECT QUOTES**

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

**IX. DISCLAIMER**

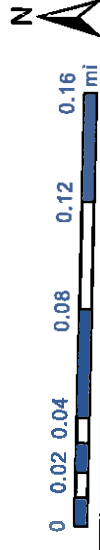
The City of Norwood Young America shall not be liable for any costs incurred by a contractor responding to this request for quotes or for any costs associated with discussions required for clarification of items related to this quote.



# CITY OF NORWOOD YOUNG AMERICA

## 2021 Proposed ditching area

Map Date: 11/8/2021



 Possible Access Points

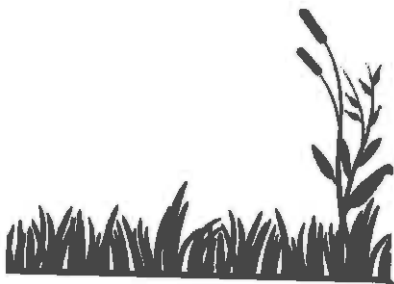
 Proposed ditching area

## Ditch Cross Section

Project Name:	Norwood Young America 2021 Drainage Ditch Maintenance
Permit Number:	
Date Issued:	11-9-21

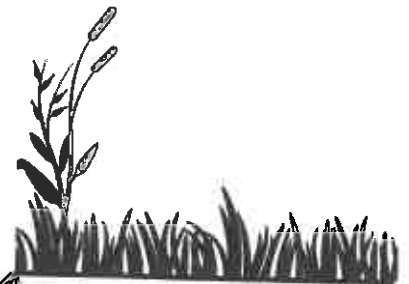
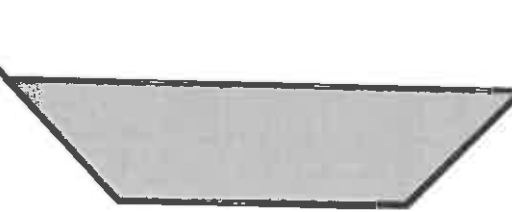
Average **top width** of ditch:

\_\_\_\_\_ 25 \_\_\_\_\_ ft



Average **depth of accumulated sediment** to be removed:

\_\_\_\_\_ 1 \_\_\_\_\_ ft



Average **final depth** of ditch:

\_\_\_\_\_ 12 \_\_\_\_\_ ft



Average **bottom width** of ditch:

\_\_\_\_\_ 5 \_\_\_\_\_ ft



**Length** of ditch to be cleaned:

\_\_\_\_\_ 1700 \_\_\_\_\_ ft





**Excavating**

17510 62nd Street

New Germany MN 55367

952-353-2119 or 952-353-2180

David Henning

Jeremy Henning

Ryan Henning

# Estimate

Date	Estimate #
11/18/2021	108

Henning Excavating LLC

17510 62nd Street

New Germany MN 55367

Name / Address
City of NYA

Project

Description	Qty	Rate	Total
Nov. Ditch cleaning east side hwy 5 hauling dirt to city - dump site		4,625.00	4,625.00
Total			\$4,625.00

Phone #	E-mail
612-719-0736	henningexcavating1@frontier.com

### CONTRACTOR'S QUOTE

Company name: Schneider Excavating and Grading Inc.

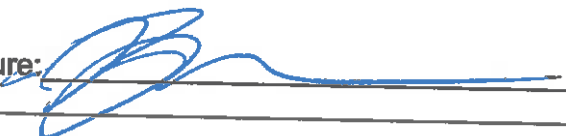
Contact Person: Brian Wachholz

Title: Estimator / Project Manager

Address: NYA

Phone Number: 952-292 4374

Quote: \$ 12,850<sup>00</sup>

Signature: 

Date: 11/18/21



Date: November 22, 2021

To: Mayor Lagergren and Members of the City Council

From: Finance Committee

Re: Debt Obligations and Future Street Reconstruction Projects

Brad Falteysek and Tyler See from Abdo shared the following information at the most recent Finance Committee meeting through the Five Year (and beyond) Financial Plan.

	Total Debt Obligations	Notes
2021	Taxes Levied for Debt Service: 873,574	
2022	Taxes Levied for Debt Service: 745,409	<i>2021 bonds for Oak Lane and 2nd Avenue Phase 1 added</i>
2023	Taxes Levied for Debt Service: 633,696	<i>Includes est. 2022 bonds for 2nd Avenue Phase 2 added (\$3.2 million)</i>
2024	Taxes Levied for Debt Service: 775,364	
2025	Taxes Levied for Debt Service: 784,174	
2026	Taxes Levied for Debt Service: 691,586	<i>2018 Ladder Track Bond completed</i>
2027	Taxes Levied for Debt Service: 653,153	<i>2003 Industrial Park Bond completed</i>
2028	Taxes Levied for Debt Service: 654,261	
2029	Taxes Levied for Debt Service: 650,936	
2030	Taxes Levied for Debt Service: 582,034	
2031	Taxes Levied for Debt Service: 409,574	
2032	Taxes Levied for Debt Service: 310,666	

\*\*\* Taken from page 8 and 9 of Five Year Financial Plan.

**Norwood Young America**

310 Elm Street West PO Box 59 - Norwood Young America MN 55368 - (952)467-1800 - [www.cityofnya.com](http://www.cityofnya.com)



Project	Street Cost	Sanitary Sewer Cost	Sanitary Sewer Lining Cost	Water Cost	Storm Sewer Cost	Total Project Cost
NE Area	\$2,008,200	\$311,200	\$233,100	\$294,600	\$279,900	\$3,327,000
SW 4th Ave	\$1,526,900	\$40,700	\$257,000	\$690,900	\$297,100	\$2,812,600
Merger St	\$518,000	\$21,500	\$74,400	\$237,800	\$93,300	\$945,000
Railroad St	\$1,210,400	\$322,200	NA	\$529,300	\$188,400	\$2,250,300
South Street	\$1,230,400	\$661,900	NA	\$690,000	\$300,900	\$2,883,200

\*\*\* All projected costs at 2020 dollars and will need to be updated to current prices.

***Recommendation: Discussion only***

**Norwood Young America**

310 Elm Street West PO Box 59 - Norwood Young America MN 55368 - (952)467-1800 - [www.cityofnya.com](http://www.cityofnya.com)