



CITY COUNCIL AGENDA
December 13, 2021 – 6:00 p.m.
City Council Meeting
City Council Chambers
310 Elm Street W.
Norwood Young America, MN 55368

CITY COUNCIL

1. Call Meeting of City Council to Order
 - 1.1 Pledge of Allegiance
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
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 22, 2021 meeting
 - 4.2 Approve payment of Claims
 - 4.3 Approve Resolution 2021-42 Establishing City Hall as the Polling Place
5. Public Hearing
 - 5.1 Truth in Taxation Presentation
6. Old Business
 - 6.1 Discussion of Street Improvement Timeline (no additional information in packet at this time)
7. New Business
 - 7.1 Approve Resolution 2021-40 Adopting Fiscal Year 2021 Final Property Tax Levy for the City for collection in 2022
 - 7.2 Approve Resolution 2021-41 Adopting the 2022 Final General Fund Operating Budget for the City
 - 7.3 Approve Resolution 2021-44, Approving Sale of Lot 1, Block 1 Tacoma West Industrial Park 4th Addition to AJB Properties, LLC.
 - 7.4 Approve Resolution 2021-45, Approving option agreement for the Sale of Lot 2 and 3, Block 2 Tacoma West Industrial Park 4th Addition to Waconia Manufacturing Inc.
 - 7.5 Approve Resolution 2021-43 Opting to Increase Retirement Benefit Level for Firefighters vested in the Statewide Volunteer Firefighter Plan
 - 7.6 Approve the purchase of thirty (30) sets of Firefighter turn out gear from Municipal Emergency Services in the amount of \$79,488 with payment from ARP funds.
 - 7.7 Approve the 2022 Carver County GIS Analyst Shared Position Agreement

****Closed Session pursuant to MN Statute Section 13D.03 to Discuss Labor Negotiations Strategy****

 - 7.8 Labor Negotiations Strategy

Open Session
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.

- Information and Memo on Elected Official Leaders Institute from the League of MN Cities
- October 2021 Carver County Sheriff's Report

UPCOMING MEETINGS / EVENTS

December 15 Economic Development Commission – 6:00 p.m.
December 21 Finance Committee 5:00 p.m.
December 21 Parks and Recreation Commission – 4:45 p.m.
December 27 EDA, City Council – 6:00 p.m.
January 04 Planning Commission – 6:00 p.m.
January 09 Safety – 2:00 p.m.
January 10 Personnel Committee - 5:00 p.m.
January 10 City Council – 6:00 p.m.
January 20 Senior Advisory Committee – 9:00 a.m.



CITY COUNCIL MINUTES

November 22, 2021– 6:00 PM

City Council Chambers

174 East Grove Creek Drive in Vale CO (remote)

310 Elm Street West

Norwood Young America MN 55368

Attendance:

ATTENDEES: Craig Heher, Alan Krueger, Mike McPadden, Charlie Storms

STAFF: Angela Brumbaugh (City Clerk/Treasurer), Karen Hallquist (Economic Development/Marketing Director), Tony Voigt (Public Service Director)

OTHERS: Josh Eckstein (Bolten and Menk), Brad Falteysek and Tyler See (Abdo), Aaron Bean and Justin Ryan (Greenwood Marina), Mark and Ann Gruver, Brenda and William Matzke, Mark Redinger, Bob and Joyce Saarloos

1. Call City Council to Order:

Acting Mayor McPadden called the City Council meeting to order at 6:02 PM. Four members present.

2. Approve Agenda

McPadden requested to add 7.15 – Storm Water Project.

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

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

4. Consent Agenda

4.1 Approve minutes of November 8, 2021 meeting

4.2 Approve payment of claims

Motion: CS/AK to approve the consent agenda as submitted. Motion passed 4-0.

5. Public Hearing

5.1 Presentation on Ordering Improvements for 2nd Avenue from Northern Devonshire Drive to Main Street Project

Acting Mayor McPadden opened the public hearing at 6:04 PM.

Eckstein presented information outlined the project timeline, scope and cost information, project financing and funding, the assessment policy and next steps. Eckstein also provided information on two options for the intersection of 2nd Avenue and Shady Lane with no significant difference in total costs. Estimated project cost is \$3,247,000 --- \$780,000 assessed to property owners with the potential for a decrease in individual amounts based on assessment benefit evaluation. Bond rate for a combined bond to include GO Bond for Street, Storm Sewer, and Utility items and Sanitary Sewer and Water Revenue Bonds was estimated at 2.5% for a 15-year term. The project is planned for June through October 2022.

Comments from the public included the following:

- Heher and Storms requested clarification on two properties that were assessed. Heher also requested clarification on sidewalk improvement.
- Storms and Krueger shared their preference for Option B at the intersection of 2nd Avenue and Shady Lane.
- Matzke shared concerns about the Shady Lane Option B and the impact on snowplowing and access to their driveway. Voigt shared information on current practice for snowplowing at that intersection and property and shared the proposed benefit of Option B for

snowplowing curb-to-curb. Eckstein proposed a meeting with property owners to further discuss the proposal.

- Retinger shared support of Option B since it will minimize citizens from ignoring the stop sign on 2nd Avenue. He also felt Option B would benefit truck drivers leaving Shady Lane. Retinger questioned the decision to make 2nd Avenue a truck route. Storms shared the discussion from Phase 1 regarding the ongoing use of trucks and refuse haulers on this route.
- Saarloos requested additional information on the logistics of the project for replacing the curb line and aprons to driveways. Eckstein shared that replacement is part of the total cost of the project. Saarloos also requested additional information on access for homeowners during the project. Eckstein shared information on the contract that requires access to homes every evening and access throughout unless they are actively working in front of your driveway. Information will be shared prior to closed access to individual homeowners. Shady Lane is the north and south of the project dividing line so access will remain open at all times. Additional information on mail delivery and garbage pickup will be shared at the on-site meeting. Saarloos also asked about watermain enhancements and how that will impact water access to homeowners. Water shutoff will be limited to 4 hours at a time and never on consecutive days. Temporary systems will be put in place if necessary.
- Gruver requested information on the sidewalk near his home. Eckstein shared that the sidewalk is planned to be removed. He also requested information on the timeline for final assessment amounts. Eckstein shared information that it will be closer to finalized in March of 2022. Gruver also asked about the process for collecting assessments. Eckstein shared that final hearing in October will share total assessments and then options include total payment within 30 days as well as the options to have it assessed to your tax roll beginning in 2023 for the bond term and interest rate. Gruver asked for a copy of the presentation shared with the audience. Hallquist provided additional copies for audience.
- Storms asked additional information on replacing watermain to a consistent size to the treatment plant. Eckstein shared that changes will continue to be based on future street projects.

Motion: CH/CS to close the public hearing at 6:42 PM. Motion passed 4-0.

6. Old Business

6.1 Update on Remote Meeting Guidelines

Memo from Lagergren shared requirements for meeting through interactive technology to include the following: (1) all members and the public must hear and see one another and all discussions and testimony; (2) at least one member of the Council must be present in Council Chambers; (3) all votes are conducted by roll call; (4) each location, including Council Chambers and remote must be open and accessible to the public; (5) public notice is provided for regular meeting locations and remote locations.

7. New Business

7.1 Approve Resolution 2021-39 Ordering Improvements for 2nd Avenue from Northern Devonshire Drive to Main Street Project

Eckstein requested additional information on the need for an assessment benefit analysis (not to exceed \$7500); and the recommendation regarding Option A or Option B for the intersection of 2nd Avenue and Shady Lane. Eckstein offered to meet with property owners prior to a final decision from the Council.

Motion: AK/CS to approve Resolution 2021-39 Ordering Improvements and preparation of plans for the 2nd Avenue from Northern Devonshire Drive Intersection to Main Street Project and to complete an Special Assessment Benefit Analysis at a cost not to exceed \$7500. Motion passed 4-0.

7.2 Approve Resolution 2021-34 Preliminary and Final Plat Tacoma West Industrial Park 4th Addition

Heher and Hallquist shared information from the Planning Commission Public Hearing which included a recommendation to approve the preliminary and final plat for Lots 8 through 10 in Block 2. Hallquist shared information on the replatting which takes Outlot A from the original lots. Recommendation by the Planning Commission to approve the preliminary and final plat is contingent on the following:

- Title review by the City Attorney.
- Incorporation of comments contained in a staff memo dated 10-21-21 from Bolten & Menk.
- Revision of the location of the shared 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.
- Incorporation of comments from Carver County Surveyor's Office and Taxation, if applicable.
- Certification that all taxes are paid.
- Recording of the final plat at the Carver County Recorder's Office within 120 days of the date of approval by the City Council.

Motion: CS/CH to approve Resolution 2021-34 A Resolution approving Preliminary and Final Plat of Tacoma West Industrial Park Fourth Addition. Motion passed 4-0.

7.3 Approve Resolution 2021-35 Greenwood Marina CUP and Resolution 2021-3 Greenwood Marina Variance

Hallquist shared information on the CUP request for accessory of outdoor storage of watercraft and watercraft trailers with plans to provide additional indoor storage as demand dictates. Outdoor storage will be limited to existing impervious surfaces. Planning Commission recommended approval contingent on the following:

- The use of the property is a watercraft and watercraft trailer warehouse and storage facility to include 11,832 square foot principal structure and up to four 11,832 sf and one 7200 sf cold storage structure on a single parcel of record.
- Conditional use permit approval is contingent on recording of a plat for Tacoma West Industrial Park Fourth Addition.
- 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.
- The conditional use permit is effective when recorded at the Carver County Recorder's Office.
- Maximum outdoor storage shall consist of up to 100 of any combination of watercraft, watercraft trailers, and/or watercraft on trailers.
- Maximum outdoor storage of 12,000 sf. *Increase from original recommendation of 6000 sf.*
- 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 included with the plan set.
- Outdoor storage shall be neat and orderly at all times.
- 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.
- Upon build out of all buildings proposed outdoor storage shall be reduced to zero of any combination of watercraft and/or watercraft trailers. *Clarification that this does not limit transient outdoor storage but rather long-term outdoor storage use.*
- No outdoor storage shall occur until construction of the principal structure has commenced.

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

Motion: CS/AK to approve the updated 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 with the addition to include 12000 sf of maximum outdoor storage. Motion passed 4-0.

Hallquist shared information on a variance request related to maximum accessory structure height of 32 feet in an area with a current limit of 40 feet for primary buildings and a limit of 25 feet for accessory structures. Recommendation from the Planning Commission to approve the variance with the following contingencies:

- The use of the property is a watercraft and watercraft trailer warehouse and storage facility. The use included 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.
- Variance approval is contingent on recording of a plat for Tacoma West Industrial Park Fourth Addition.
- 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.
- The variance shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.

Motion: CH/AK to approve Resolution 2021-36 A Resolution Approving a Variance to Maximum Accessory Structure Height in the Light Industrial District for Greenwood Marina. Motion passed 4-0.

7.4 Approve Resolution 2021-37 Greenwood Marina Site Plan Review

Hallquist shared information on the Site Plan Review. Planning Commission recommended approval contingent on those listed in the Resolution.

Motion: CS/AK 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. Motion passed 4-0.

7.5 Approve Ordinance No 343 Pertaining to Sports Court, Home Recreation Facilities or Home Sports Facilities

Hallquist shared highlights from the Planning Commission Public Hearing to include the following changes:

- Updated zoning code definitions to include sports courts.
- List sport courts, tennis courts, home recreation facilities and home sports facilities as permitted accessory uses in 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 sports 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.
- Be included and meet lot coverage requirements.
- Allowed to have walls up to 10 feet in height, fences up to 12 feet in height. Building permits may be needed.
- Subjects such uses to lighting standards and nuisance code, including relating to noise.

Motion: CH/AK 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 passed 4-0.

Motion: CH/CS to approve Summary of Ordinance 343 Amending City Code Chapter 12, Land Use. Motion passed 4-0.

7.6 Discuss the Five Year Financial Plan for 2022-2026

Falteysek shared assumptions of 3% inflation rate and housing growth of seven units per year. Expected equipment expenses as well as project bonds for street improvement are also included. Minimum goal for cash reserve is 50%. Goal to reduce the 76% tax rate to a rate comparable to neighboring cities and cities of comparable size.

See reviewed the graphs on schedule of property tax levied, schedule of property tax rates (reduced from 76 to 72%); schedule of tax capacity rate comparison; schedule of general fund cash balance as a percentage of expenditures' schedule of total cash by planned use; government debt service balances and obligations; enterprise funds debt service balances and obligations; total debt per capita comparison.

Motion: CH/CS to approve the 2022-2026 Financial Plan presented by Abdo. Motion passed 4-0.

7.7 Approve the increase of PERA contribution for the Fire Department

Brumbaugh shared information on a budgeted item of \$3500 contribution to the PERA fund. They requested increase to their PERA benefit from 2800 to 3000 per service year with the remainder of the contribution as a donation.

Motion: CH/AK to increase the current retirement benefit by \$200 to a total of \$3000 per service year. Motion passed 4-0.

7.8 Approve the Planning Consultant contract for 2022

Hallquist shared the proposed contract with Strack Consulting LLC for 2022 with a limited renewal time frame of February 28th. In her cover letter she anticipates availability beyond that date to facilitate a transition as needed through May 1st.

Motion: CH/AK to approve the contract with Strack Consulting LLC for 2022. Motion passed 4-0.

7.9 Approve NYA Community Video and Commercial

Hallquist shared a preview of the full length and short version of the community videos produced by OrangeBall Creative. 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.

Motion: AK/CH to approve the final draft of the NYA Community Video and Commercial. Motion passed 4-0.

7.10 Approve Resolution 2021-38 Sale of Lot 7 Block 2 Tacoma West Industrial Park

Hallquist shared highlights of the purchase agreement with YMI Properties, LLC for 2.09 acres of land for \$250,361.11. She reviewed the highlights from the Planning Commission meeting requiring an administrative combination of the existing and proposed property and vacation of easements as described within the purchase agreement.

Motion: CS/AK to approve Resolution 2021-38 Approving Sale of Lot 7, Block 2 Tacoma West Industrial Park to YMI Properties LLC. Motion passed 4-0.

7.11 Approve the purchase of Notify Me Software

Brumbaugh researched additional information on the Notify Me Software which can be assed from any laptop, cell phone, or device with Wifi capabilities. Information is taken from the Utility Billing Software with sorting capabilities by street, property type or individual. The cost is \$570 per year with 2000 text messages included. Anything over the 2000 would cost the city 4 cents per alert. Emails are at no cost to the city.

Motion: CH/CS 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. Motion passed 4-0.

7.12 Approve Assessor's Contract

Brumbaugh shared information on the Assessment Service Agreement with Carver County. The increase will include \$0.42 for residential valuations; \$0.44 for agricultural valuations; and \$0.47 commercial/industrial valuations.

Motion: CS/AK to approve the Service Agreement between the City and Carver County regarding Assessment Service for the 2022 year. Motion passed 4-0.

7.13 Approve Scheduling of Joint Commission Meeting

Hallquist shared the request from the Economic Development Commission to restart the quarterly Joint Commission meetings in January 2022. The goal would be to bring all commission members together to discuss new projects/goals for the community.

Motion: CS/AK to approve Joint Commission meetings of the NYA City Council, Planning Commission, Economic Development Commission, Parks and Recreation Commission, Senior Advisory Commission, NYA Area Chamber of Commerce and Willkommen Heritage and Preservation Society to be scheduled on the second Wednesday quarterly at NYA City Hall starting January 12, 2022, at 6 PM. Motion passed 4-0.

7.14 Award Drainage Ditch Clean Out Quotes

Voigt shared information on additional ditch clean out for 2021. The additional projects include 1700 feet located directly north of 7th Street SW and west of 4th Avenue SW.

Motion: CS/AK to approve hiring Henning Excavating to clean out the designated ditch area in the amount of \$4,625. Motion passed 4-0.

7.15 Award Stormwater Project

Voigt shared information on a project triggered by the Roundabout Project by the WMO. It involves treatment of stormwater from the area. The monies expended by the city will be reimbursed by the WMO.

Motion: CS/AK to approve hiring Henning Excavating to install a stormwater treatment structure on Adams Drive in the amount of \$16,100 with a reimbursement of \$9,825 from WMO. Motion passed 4-0.

8. Council Member and Mayor and Staff Reports

CH – no report

AK – Senior Advisory: Senior Center is building attendance with a donation of Thrivent of \$1000; goals and accomplishments were reviewed.

CS – Parks and Recreation Commission: goals and accomplishments were reviewed; updated information on trails and a potential dock in the Lakewood Trail Area.

MM – EDC: updates on Industrial Park signage and Revolving Loan Fund and Market Enrichment, Downtown Streetscape Project and Walking Tour; updates on video and commercial; discussion on potential incubator facilities.

9. Adjournment

Motion: CS/CH to adjourn at 8:33 PM. Motion passed 4-0.

Motion: CS/AK to cancel the scheduled workshop meeting.

Respectfully submitted,

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk/Treasurer



more than a place, it's home.

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

To Be Approved: December 13, 2021

Payroll EFT

Check #	506970 - 506985	\$	16,429.63
Check #	506986 - 506700	\$	16,516.13

Voided Checks

Check #	\$	-
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Prepays

Check #	\$	-
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Claims Pending Payment

Check #	32522 - 32586	\$	568,663.83
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Wire Transfer

Cardmember e-check

Grand Total	\$	<u>601,609.59</u>
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***Check Detail Register©**

Batch: 121321

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
32522	12/13/21	212 EQUIPMENT			
E 101-43100-221		Repair/Maintenance Equip	\$566.00	3006	replaced non-running chainsaw
		Total	\$566.00		
32523	12/13/21	BOLTON & MENK, INC			
E 602-49450-303		Engineering Fees	\$1,420.00	0280150	2021Sanitary Sewer CIPP
E 495-43100-303		Engineering Fees	\$20,987.50	0280230	2nd Ave-Geotechnical Survey
G 806-22100		Escrow Collected	\$1,528.00	0280231	Greenwood Marina
E 496-43100-303		Engineering Fees	\$2,316.00	0280233	Oak Lane Adminin
E 101-41500-303		Engineering Fees	\$712.00	0280236	misc engineering
E 495-43100-303		Engineering Fees	\$12,802.85	0280238	2nd Ave-Engineering Admin
		Total	\$39,766.35		
32524	12/13/21	BRUMBAUGH, ANGELA			
E 601-49400-212		Motor Fuels	\$30.00		reimburse for fuel
E 602-49450-212		Motor Fuels	\$30.00		
		Total	\$60.00		
32525	12/13/21	BRYAN ROCK PRODUCTS, INC.			
E 101-43100-224		Street Maint Materials	\$3,766.36	51429	
		Total	\$3,766.36		
32526	12/13/21	CARQUEST AUTO PARTS			
E 101-43100-210		Operating Supplies	\$18.20		shop stock
E 101-43100-221		Repair/Maintenance Equip	\$54.88	240522	brake pads
E 101-43100-221		Repair/Maintenance Equip	\$37.88	240524	snogo
E 101-43100-223		Repair/Maintenance Bldg/	\$11.00	240595	Christmas décor-zip ties
E 101-43100-221		Repair/Maintenance Equip	\$26.49	240894	blades
E 101-43100-221		Repair/Maintenance Equip	(\$26.49)	240895	return blades
		Total	\$121.96		
32527	12/13/21	CARVER COUNTY			
E 101-41410-400		Repairs/Maint Ballot Mach	\$952.50	2860	voting equip maintenance
		Total	\$952.50		
32528	12/13/21	CARVER COUNTY			
E 101-45200-310		Other Professional Servic	\$62.50		Pictometry
E 601-49400-310		Other Professional Servic	\$125.00		Pictometry
E 602-49450-310		Other Professional Servic	\$125.00		Pictometry
E 101-45200-310		Other Professional Servic	\$294.97		ESRI
E 601-49400-310		Other Professional Servic	\$589.95		ESRI
E 602-49450-310		Other Professional Servic	\$589.95		ESRI
E 101-45200-310		Other Professional Servic	\$995.77		Shared GIS
E 601-49400-310		Other Professional Servic	\$1,991.54		Shared GIS
E 602-49450-310		Other Professional Servic	\$1,991.54		Shared GIS
E 101-43100-310		Other Professional Servic	\$491.62	CSER-1136	ESRI
E 101-43100-310		Other Professional Servic	\$104.17	CSER-1163	Pictometry
E 101-43100-310		Other Professional Servic	\$1,659.61	CSER-1310	Shared GIS
		Total	\$9,021.62		

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***Check Detail Register©**

Batch: 121321

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
32529	12/13/21	CARVER COUNTY			
E 101-41500-306		Assessor Fees	\$24,583.05	48260	2021 Assessment contract
		Total	\$24,583.05		
32530	12/13/21	CARVER COUNTY RECORDER			
E 225-46500-453		Deferred Loan/Grant	\$74.00		fees-Curfman
		Total	\$74.00		
32531	12/13/21	CARVERLINK - CARVER CO BROADBA			
E 601-49400-321		Telephone	\$84.34		
E 602-49450-321		Telephone	\$44.34		
E 101-42200-321		Telephone	\$84.34		
E 101-43100-321		Telephone	\$87.04		
E 101-45200-321		Telephone	\$37.30		
E 101-49860-321		Telephone	\$22.17		
E 101-41940-321		Telephone	\$106.51		
E 101-41300-321		Telephone	\$62.73		
E 101-41320-321		Telephone	\$62.73		
E 101-41400-321		Telephone	\$62.73		
E 101-46500-321		Telephone	\$20.91		
E 101-42100-321		Telephone	\$104.55		
E 101-45500-321		Telephone	\$104.55		
E 101-41940-321		Telephone	\$150.85	2926	
		Total	\$1,035.09		
32532	12/13/21	CASTLE GATE CONSTRUCTION, INC.			
G 101-22000		Deposits	\$900.00	2020145	356 Meadow Lane
G 101-22000		Deposits	\$900.00	2020146	350 Meadow Lane
		Total	\$1,800.00		
32533	12/13/21	CENTERPOINT ENERGY			
E 101-42200-383		Gas Utilities	\$47.86		
E 101-43100-383		Gas Utilities	\$430.76		
E 101-45200-383		Gas Utilities	\$203.28		
E 601-49400-383		Gas Utilities	\$131.43		
E 101-49860-383		Gas Utilities	\$16.11		
E 602-49450-383		Gas Utilities	\$923.67		
E 101-41940-383		Gas Utilities	\$252.25	11/29/21	
		Total	\$2,005.36		
32534	12/13/21	CITIZEN STATE BANK HSA ACCTS			
G 101-21718		HSA ACCOUNT	\$766.66	December	H S A
		Total	\$766.66		
32535	12/13/21	CURFMAN PROPERTIES HOLDINGSLLC			
E 225-46500-453		Deferred Loan/Grant	\$10,000.00	11/29/21	Market Enrichment grant
		Total	\$10,000.00		
32536	12/13/21	CURFMAN TRUCKING & REPAIR INC			
E 101-43100-224		Street Maint Materials	\$1,800.00	21V726	red rock for alleys and roads

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***Check Detail Register©**

Batch: 121321

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,800.00		
32537	12/13/21	DDA HUMAN RESOURCES INC			
E 101-41300-310		Other Professional Servic	\$21,000.00	371	City admin search
		Total	\$21,000.00		
32538	12/13/21	DELTA DENTAL			
G 101-21714		Dental Insurance	\$775.65	834964	
		Total	\$775.65		
32539	12/13/21	DHOORE, PAUL			
E 601-49400-350		Print/Publishing/Postage	\$5.10	11/17/21	mail flouride sample
		Total	\$5.10		
32540	12/13/21	GLENCOE FLEET SUPPLY			
E 101-43100-223		Repair/Maintenance Bldg/	\$86.00	57455	hotbot trailer/Lpscrew
		Total	\$86.00		
32541	12/13/21	GOPHER STATE ONE-CALL			
E 601-49400-223		Repair/Maintenance Bldg/	\$40.50	1110641	
		Total	\$40.50		
32542	12/13/21	HALLQUIST, KAREN			
E 101-46500-331		Travel/Meeting Expense	\$30.80	10/27/21	MN car expo
E 101-46500-331		Travel/Meeting Expense	\$28.00	11/17/21	Small cities grant drop off
		Total	\$58.80		
32543	12/13/21	HEALTH PARTNERS			
G 101-21706		Hospitalization/Medical In	\$10,793.42	109197956	
		Total	\$10,793.42		
32544	12/13/21	HOLTON ELECTRIC CONTRACTORS			
E 101-45200-500		Capital Outlay	\$8,887.37	3856	hockey rink lighting upgrade
		Total	\$8,887.37		
32545	12/13/21	HOME SOLUTIONS			
E 101-43100-210		Operating Supplies	\$9.39		shop towels
E 101-41940-223		Repair/Maintenance Bldg/	\$29.69	A182613	Pavilion outlet
E 101-45200-223		Repair/Maintenance Bldg/	\$29.67	A182621	slab jacking sidewalks
E 101-41940-223		Repair/Maintenance Bldg/	\$9.88	B231605	hex buhing
E 101-41940-223		Repair/Maintenance Bldg/	(\$9.88)	B231608	hex bushing
E 603-49500-223		Repair/Maintenance Bldg/	\$25.18	B231857	storm sewer repair
E 603-49500-223		Repair/Maintenance Bldg/	\$26.70	B231875	storm sewer repair
E 101-41940-223		Repair/Maintenance Bldg/	\$3.41	B232174	Lion's shelter faucet
E 101-43100-221		Repair/Maintenance Equip	\$22.49	B232376	T7 repair
E 101-43100-223		Repair/Maintenance Bldg/	\$9.34	B232520	Christmas décor-banners
E 101-41940-223		Repair/Maintenance Bldg/	\$14.19	B232856	Pavilion ice machine
E 101-42200-240		Small Tools and Minor Eq	\$40.49	B31481	impact wrench
		Total	\$210.55		
32546	12/13/21	INTERSTATE BATTERY SYS OF MPLS			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-223		Repair/Maintenance Bldg/	\$86.40	60079840	batteries-stock
E 101-41940-223		Repair/Maintenance Bldg/	\$21.60	60079841	building batteries
		Total	\$108.00		
32547	12/13/21	J.P.COOKE CO			
E 101-42700-210		Operating Supplies	\$67.50	1207760	2022 dog license
		Total	\$67.50		
32548	12/13/21	KENNEDY & GRAVEN CHTD			
G 804-22100		Escrow Collected	\$1,824.50	164536	Waconia Mfg TIF
		Total	\$1,824.50		
32549	12/13/21	LANO EQUIPMENT OF NORWOOD, INC			
E 101-43100-221		Repair/Maintenance Equip	\$66.89	68366	door seal - skid
		Total	\$66.89		
32550	12/13/21	LOFFLER - 131511			
E 101-41400-437		Maintenance Contract	\$1,194.00	3890572	
		Total	\$1,194.00		
32551	12/13/21	LOFFLER COMPANIES, INC.			
E 101-41400-437		Maintenance Contract	\$89.50	30550304	
		Total	\$89.50		
32552	12/13/21	LOOMIS HOMES			
G 101-22000		Deposits	\$2,900.00	2020123	1458 White Oak Dr
G 101-22000		Deposits	\$2,900.00	2020144	1100 Preserve Blvd
G 101-22000		Deposits	\$2,900.00	2020155	1015 Whitetail Path
G 101-22000		Deposits	\$2,900.00	2020158	1040 Lakewood Crt
G 101-22000		Deposits	\$900.00	2020159	880 Barnes Lake Dr
G 101-22000		Deposits	\$900.00	2020189	855 Barnes Lake Dr
		Total	\$13,400.00		
32553	12/13/21	MARCO TECHNOLOGIES LLC			
E 101-41400-437		Maintenance Contract	\$154.00	9352902	
E 101-41400-437		Maintenance Contract	\$1,584.38	9361134	
		Total	\$1,738.38		
32554	12/13/21	MAYER LUMBER CO.			
E 101-43100-221		Repair/Maintenance Equip	\$194.63	209197	chipper box repair
		Total	\$194.63		
32555	12/13/21	MESSNER, RICKIE L			
R 601-49400-36200		Miscellaneous Revenues	\$111.67	415 ADAMS	UTILITY REFUND/OVERPAYMENT
		Total	\$111.67		
32556	12/13/21	METRO WEST INSPECTION SERVICES			
E 101-42400-312		Building Inspection Fee	\$510.18		
E 101-42400-328		Rental Dwelling Inspection	\$392.00	3085	
		Total	\$902.18		
32557	12/13/21	MIDWEST MACHINERY CO			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-45200-221		Repair/Maintenance Equip	\$20.91	2532887	spare chain for saw
		Total	\$20.91		
32558	12/13/21	MINI BIFF			
E 101-45200-418		Other Rentals (Biffs)	\$122.40	A-128781	
		Total	\$122.40		
32559	12/13/21	MINNESOTA VALLEY TESTING LAB			
E 602-49450-217		Lab Fees	\$97.00	1120600	
		Total	\$97.00		
32560	12/13/21	MN DEPT OF HEALTH			
G 601-20281		MDH FEE	\$3,338.00		10/1/21-12/31/21
		Total	\$3,338.00		
32561	12/13/21	MN VALLEY ELECTRIC COOPERATIVE			
E 602-49450-381		Electric Utilities	\$44.82		
E 101-43100-380		Street Lighting	\$99.67		
E 601-49400-381		Electric Utilities	\$229.96	11/29/21	
		Total	\$374.45		
32562	12/13/21	MRI SOFTWARE LLC			
E 101-41400-310		Other Professional Serv	\$29.95		
E 101-41940-310		Other Professional Serv	\$29.95	10089322	background checks
		Total	\$59.90		
32563	12/13/21	STAR Group, LLC			
E 101-43100-210		Operating Supplies	\$12.80	316335	tools
E 101-43100-226		Signs	\$412.38	316469	city signs solar batteries
E 101-43100-226		Signs	(\$22.50)	316471	core deposit refund
		Total	\$402.68		
32564	12/13/21	NORTHWOODS BANK			
G 101-21718		HSA ACCOUNT	\$166.67	December	H S A
		Total	\$166.67		
32565	12/13/21	NORWOOD YOUNG AMERICA TIMES			
E 495-43100-350		Print/Publishing/Postage	\$68.04	863783	2nd Ave improvement
E 101-41320-350		Print/Publishing/Postage	\$41.58	863784	PH variance 117 RR
		Total	\$109.62		
32566	12/13/21	OLD NATIONAL BANK			
G 101-21718		HSA ACCOUNT	\$175.67	December	H S A
		Total	\$175.67		
32567	12/13/21	OMEGA RAIL MGMT, INC			
E 101-43100-440		Lease	\$1,048.29	22-MA-07-13	annual RR crossing agreement
		Total	\$1,048.29		
32568	12/13/21	OPTUM BANK			
G 101-21718		HSA ACCOUNT	\$465.34	December	H S A

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$465.34		
32569	12/13/21	PINE PRODUCTS INC			
E 101-43100-223		Repair/Maintenance Bldg/	\$8,525.00	120226	grinding at tree dump
Total			\$8,525.00		
32570	12/13/21	PRO AUTO & TRANSMISSION REPAIR			
E 101-42200-221		Repair/Maintenance Equip	\$435.97	101384	2012Ford F550FD
E 101-42200-221		Repair/Maintenance Equip	\$291.51	102133	FD ladder truck
Total			\$727.48		
32571	12/13/21	QUALITY FLOW SYSTEMS, INC			
E 602-49450-223		Repair/Maintenance Bldg/	\$398.40		
E 601-49400-223		Repair/Maintenance Bldg/	\$597.60	41964	failures due to fiber going down
Total			\$996.00		
32572	12/13/21	RELAY CONSTRUCTION LLC			
G 101-22000		Deposits	\$900.00	2020084	414 Central Ave S
Total			\$900.00		
32573	12/13/21	SAM'S TIRE SERVICE			
E 101-43100-221		Repair/Maintenance Equip	\$1,791.80	178521	Bobcat tires
Total			\$1,791.80		
32574	12/13/21	SECURITY BANK & TRUST			
G 101-21718		HSA ACCOUNT	\$545.00	December	H S A
Total			\$545.00		
32575	12/13/21	R.E. SMITH OIL & TIRE CO., INC			
E 602-49450-212		Motor Fuels	\$35.31		
E 602-49450-212		Motor Fuels	\$20.00		
E 602-49450-212		Motor Fuels	\$40.00		
E 101-49800-212		Motor Fuels	\$69.17	156176	
E 601-49400-212		Motor Fuels	\$40.00	156779	
E 101-49800-212		Motor Fuels	\$72.67	156808	
E 101-43100-212		Motor Fuels	\$69.13	156836	
E 601-49400-212		Motor Fuels	\$35.31	156839	
E 101-49800-212		Motor Fuels	\$55.06	156898	
E 601-49400-212		Motor Fuels	\$20.00	156952	
Total			\$456.65		
32576	12/13/21	SOUTH POINT FINANCIAL			
G 101-21718		HSA ACCOUNT	\$333.33	December	H S A
Total			\$333.33		
32577	12/13/21	STRACK CONSULTING LLC			
E 101-41320-305		Other Professional Fees	\$1,580.00	1182	
Total			\$1,580.00		
32578	12/13/21	TROCKE, LORI			
E 831-45250-470		Donation Expense	\$229.04	2020-2021	BATTERIES

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$229.04		
32579	12/13/21	TWIN CITIES & WESTERN RAILROAD			
E 101-43100-440		Lease	\$461.40	M900197	annual fee for land lease
Total			\$461.40		
32580	12/13/21	UNUM LIFE INSURANCE CO			
G 101-21715		Life Ins	\$297.04	421562-0017	
Total			\$297.04		
32581	12/13/21	USA BLUE BOOK			
E 602-49450-221		Repair/Maintenance Equip	\$362.05	801714	ph testing equip repair
Total			\$362.05		
32582	12/13/21	VERIZON WIRELESS			
E 101-43100-321		Telephone	\$185.77		
E 601-49400-321		Telephone	\$78.89		
E 602-49450-321		Telephone	\$172.49		
E 101-45200-321		Telephone	\$79.61	9893216999	
E 101-42200-321		Telephone	\$175.05	9893575268	
Total			\$691.81		
32583	12/13/21	WAHL, STACIE ANN			
R 601-49400-36200		Miscellaneous Revenues	\$65.98	refund	301 Trilane Circle
Total			\$65.98		
32584	12/13/21	WM CORPORATE SERVICES, INC.			
E 101-43100-223		Repair/Maintenance Bldg/	\$292.50	82636-2808-	
E 101-43100-223		Repair/Maintenance Bldg/	\$456.92	87521-2808-	
Total			\$749.42		
32585	12/13/21	WM MUELLER & SONS INC			
E 101-43100-224		Street Maint Materials	\$556.08	272364	
E 101-43100-224		Street Maint Materials	\$342.72	272469	blacktop-main break
E 496-43100-500		Capital Outlay	\$72,324.36	est #3	Oak lane
E 495-43100-500		Capital Outlay	\$312,270.62	payment #3	2nd Ave-lift station and street
Total			\$385,493.78		
32586	12/13/21	XCEL ENERGY			
E 101-45200-381		Electric Utilities	\$20.46	758316302	
E 101-43100-380		Street Lighting	\$97.42	758458503	
E 101-43100-380		Street Lighting	\$85.65	758498075	
Total			\$203.53		
10100 CHECKING			\$568,663.83		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$120,377.20
225 Economic Recovery	\$10,074.00
495 2nd AVE LIFT STATION-STR RECON	\$346,129.01
496 OAK LANE IMPR PROJECT	\$74,640.36
601 WATER FUND	\$7,515.27
602 SEWER FUND	\$6,294.57
603 STORM WATER UTILITY	\$51.88
804 Escrow - Sackett Waconia 2021	\$1,824.50
806 Escrow - Greenwood Marina 2021	\$1,528.00
831 DONATIONS - NYA CIP	\$229.04
	<hr/>
	\$568,663.83



To: Mayor Lagergren and City Council Members
From: Angela Brumbaugh
Date: December 13, 2021
Re: Declaring Polling Place for 2022

Per State Statute, 204B.16, the City must declare the polling place each year for the next year. The location is not changing and any election will be held at City Hall, 310 Elm Street West.

Recommended Motion:

Motion to Approve Resolution No. 2021-42, A resolution designating a Polling Place location for 2022 Elections for the City of Norwood Young America.

RESOLUTION NO. 2021-42

A Resolution Designating a Polling Place Location for 2022 Elections for the City of Norwood Young America

WHEREAS, Minnesota State Statute 204B.16 Subdivision 1 Requires that by December 31st of each year, the governing body of each municipality designate by ordinance or resolution a polling place for each election precinct for the following calendar year.

NOW THEREFORE, BE IT FURTHER RESOLVED, the City Council of Norwood Young America, Carver County, Minnesota, hereby designates, in accordance with Minnesota Statutes 204B.16, the polling place to be located at:

NORWOOD YOUNG AMERICA CITY HALL
310 ELM STREET WEST
NORWOOD YOUNG AMERICA, MN 55368

Adopted by the Norwood Young America City Council this 13th day of December 2021.

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk/Treasurer



To: Mayor Lagergren and City Council Members
From: Angela Brumbaugh, Clerk/Treasurer
Date: December 13, 2021
Re: Truth in Taxation Hearing

The proposed final levy is \$3,124,167 which is an increase of \$107,060 or 3.5% increase. Of the total proposed levy, \$745,409 is for debt service. This means 24% of the levy is designated for debt service payments.

The proposed General Fund Operating Budget is \$2,419,120 which represents a decrease of 2.23% from 2021. The Capital Outlay budget is proposed to be \$642,200 which is an increase of \$104,200. \$130,000 is also being levied for the street improvement project fund.

The 2022 operating budget for the water and sewer enterprise funds is \$1,913,043. This is an increase of \$101,120 from 2021. The enterprise funds show a budgeted shortfall of \$258,143. There has been no discussion of raising Utility rates.

Enclosed under new business are the proposed Resolutions 2021-40 and 2021-41 which approves the property tax levy and general fund operating budget, respectively.

Recommended Motions:

Motion to approve Resolution 2020-40, a resolution adopting fiscal year 2021 Final Property Tax Levy for the City of Norwood Young America for collection in 2022.

Motion to approve Resolution 2020-41, a resolution adopting the 2022 final General Fund Budget for the City of Norwood Young America.

RESOLUTION 2021-40

A Resolution adopting Fiscal Year 2021 Final Property Tax Levy for the City of Norwood Young America for collection in 2022

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Norwood Young America, Carver County, Minnesota, hereby adopts the following property tax levy for collection in 2022 upon taxable property in the City of Norwood Young America for the following purposes:

General Fund Levy	\$1,606,558
2009 Taxable Public Project Lease Revenue Bonds	\$141,013
2016A GO Bonds	\$144,592
2020A GO Bonds	\$389,032
2021A GO Bonds	\$ 70,772
Fund 275 – Capital Replacement	\$642,200
Fund 498 – Street Improvement	<u>\$130,000</u>
Total Property Tax Levy	\$3,124,167

Adopted by the Norwood Young America City Council this 13th day of December 2021.

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk/Treasurer



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: December 13, 2021

SUBJECT: Approve Resolution 2021-44; Approving Sale of Lot 1, Block 1 Tacoma West Industrial Park

Attached is a resolution and draft of the purchase agreement for the sale of Lot 1, Block 1 Tacoma West Industrial Park 4th Addition to AJB Properties, LLC (aka Greenwood Marina). AJB Properties, LLC will be purchasing the 6.13 acres of land for \$267,022.80 plus three ERU's (Equivalent Residential Units) according to the city fee schedule and administrative costs. The proposed plan is to facilitate the construction of a watercraft warehouse/storage facility with intensions of expansion.

The Planning Commission has reviewed AJB Properties, LLC proposed plan and determined the conformity with the general plans for the development of Tacoma West Industrial Park 4th Addition and the City as described in the Comprehensive Plan. City Council approved a conditional use permit for accessory outdoor storage, a variance pertaining to accessory structure height, and site plan approval of said project at the November 22, 2021 meeting.

Owner Aaron Bean, AJB Properties, LLC has approved and signed the Purchase Agreement.

Recommended Motion:

Motion to approve Resolution 2021-44; Approving Sale of Lot 1, Block 1 Tacoma West Industrial Park 4th Addition to AJB Properties, LLC.

Norwood Young America

**CITY OF NORWOOD YOUNG AMERICA
RESOLUTION NO. 2021-44**

**RESOLUTION APPROVING SALE
OF LOT 1, BLOCK 1, TACOMA WEST INDUSTRIAL PARK**

WHEREAS, the City of Norwood Young America, MN (the “City”) owns a parcel of land described as Lot 1, Block 1, Tacoma West Industrial Park (the “Property”), Carver County located at 410, 416, 420 Tacoma Circle that is zoned for industrial/warehouse/storage use; and

WHEREAS, the City desires to sell Lot 1, Block 1, Tacoma West Industrial Park;

WHEREAS, AJB Properties, LLC, a Minnesota limited liability company has offered to purchase the Property from the City for the sum of \$267,022.80, 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 AJB 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 AJB 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 AJB 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 AJB Properties, LLC for the sum of \$267,022.80 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 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 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 13th day of December, 2021.

Carol Lagergren, Mayor

ATTEST: _____
Andrea Aukrust, City Administrator

RESOLUTION EXHIBIT A
Purchase Agreement

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of this ___ day of December, 2021 (the "Effective Date"), between City of Norwood Young America, a municipal corporation under the laws of the State of Minnesota ("Seller"), and AJB Properties, LLC, a Minnesota limited liability company, and/or assigns ("Buyer").

RECITALS

- A. Seller is the fee owner of Lots 8, 9, and 10, Block 2, Tacoma West Industrial Park 4th Addition, consisting of approximately 6.13 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 \$26,703.00 ("Earnest Money") with Carver County Abstract & Title, Inc. (the "Title Company") to be held by 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 \$267,022.80. The Purchase Price 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 parties' obligation to close on the transaction contemplated hereunder is contingent upon the occurrence of the events described below.
 - (a) On or before, December 31, 2021 (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 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.
 - iii. Environmental Investigation. Buyer shall have determined that it is satisfied 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.

v. 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 determination, for Buyer's planned use, including, but not limited to, signage; and construction of a building containing a repair shop and storage of boats.

vi. 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 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, if any, provided that Buyer provides evidence of payment of all work performed during its investigation and the Property has been restored to 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 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 AND DUE DILIGENCE DURING THE INSPECTION PERIOD PROVIDED FOR HEREIN, 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 of 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 constitute "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.

- (c) Buyer's Objections. Within 15 days after receiving the last of the Title Commitment (collectively, 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 such consensual liens) 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. Utility, drainage or other easements of record.

- (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 Due Diligence 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 Refundable 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 seven (7) days after the expiration of the Contingency Date, (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 based on construction conditions or other good cause. 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 Parcel A 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. 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 Seller's counsel and/or the Title Company 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 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.
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 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 Parcel A (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) Except as provided herein, each of the parties will pay its own attorneys' fees.
 - (h) Buyer shall deposit with the City, at the time of full execution of this Agreement, \$10,000.00, as an escrow, to be applied to the City's costs of the transaction, including staff time, consultant, legal, engineering and

associated transactional costs, with any balance remaining after application of the escrow to the City's costs to be refunded to the Buyer at the Closing.

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 Parcel A 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 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 the term “actual knowledge”, it shall refer to the actual knowledge of City Administrator. 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 or the merger of this Agreement. 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, and Seller shall deliver a Bring Down Certificate to Buyer at Closing confirming that Seller’s representations and warranties contained in this Agreement continue to be accurate in all material respects now and on the Closing Date as if made on the Closing Date and that there have been no

material adverse changes in the operation or physical condition of the Property in the period between the Effective Date of this Agreement and the Closing Date (the "Bring Down Certificate").

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. Buyer will indemnify Seller, its successors and assigns, against, and will hold Seller, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Each of the representations and warranties herein contained shall survive the closing or the early termination or the merger of this Agreement. 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 Refundable 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 Refundable 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: AJB Properties, LLC
 Attn: Aaron Bean
 21945 Minnetonka Blvd
 Excelsior, MN 55331

with a copy: Bruce A. Boeder
 11919 Hilloway Road
 Minnetonka, MN 55305

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. Any notice delivered under this Section shall also be delivered by e mail to the e mail address of the applicable party.

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. 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. 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. Platting and Development of Property. Buyer shall replat the Property and take all actions necessary to combine it into a single lot of record with Lot 1, Block 1, Tacoma West Industrial Park 4th Addition, which is presently owned by Buyer. Buyer shall, within one (1) year of the date of this Agreement, obtain necessary City approvals and begin and diligently pursue construction of its proposed approximately 12,000 square foot building expansion on the combined lot. Buyer shall also obtain a conditional use permit for outdoor storage.

26. WAC and SAC Charges. The parties hereto agree that the proposed building expansion described in paragraph 25 above is a blend of office and warehouse uses. Based on the blend proposed, and pertinent square footages, the parties agree that the property shall be assessed water and sewer accessibility charges based on three Equivalent Residential Units (ERU's) using the fee per ERU in effect at the time the fee is charged.

SELLER:

CITY OF NORWOOD YOUNG AMERICA

By: _____

Its: Mayor

By: _____

Its: City Administrator

BUYER:

AJB PROPERTIES, LLC
A Minnesota limited liability company

By: _____

Aaron Bean

Its: Chief Manager

From: Greenwood Marina <greenwoodmarina@gmail.com>
Sent: Monday, December 6, 2021 2:01 PM
To: Bruce A Boeder
Cc: Karen Hallquist; Jay T. Squires; Carol Lagergren
Subject: Re: Final UPDATE! RE: Sale by City of Norwood Young America to Bean's Greenwood Marina, Inc.

All,
I suppose it would help to send the signed agreement!

SELLER:

CITY OF NORWOOD YOUNG AMERICA

By: _____

Its: Mayor

By: _____

Its: City Administrator

BUYER:

AJB PROPERTIES, LLC
A Minnesota Limited Liability company

By: Aaron Bean

Aaron Bean
Its: Chief Manager

Aaron

On Dec 6, 2021, at 1:17 PM, Bruce A Boeder <bboeder@boederlaw.com> wrote:

Revised with correct Lot and Block attached.



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Economic Development Marketing Director

DATE: December 13, 2021

SUBJECT: Approve Resolution 2021-45; Approving Option Agreement Waconia Manufacturing, Inc.

Attached is an option agreement with Waconia Manufacturing, Inc. (aka Sackett Waconia) for a predevelopment agreement to purchase Lot 2 and Lot 3, Block 2 Tacoma West Industrial Park. Waconia Manufacturing, Inc. will be making a nonrefundable Option Payment for \$45,477 (which will be credited against the Purchase Price) to essentially hold the land price until the company is ready to either start their expansion project or complete their current TIF district obligations – whichever comes first. The option agreement has an expiration date of November 1, 2026.

During the Option Period, a purchase and development agreement for the land purchase will be formulated to include the terms of the transfer of property and business subsidy agreement. A new TIF district will be created, and the buyer will be responsible for replatting the three parcels into one.

Recommended Motion:

Motion to approve Resolution 2021-45; Approving Option Agreement for the Sale of Lot 2 and Lot 3, Block 2 Tacoma West Industrial Park 4th Addition to Waconia Manufacturing, Inc.

Norwood Young America

CITY OF NORWOOD YOUNG AMERICA

RESOLUTION NO. 2021-45

**RESOLUTION APPROVING THE OPTION AGREEMENT WITH WACONIA
MANUFACTURING, INC.**

WHEREAS, the City of Norwood Young America, MN (the “City”) owns a parcel of land described as Lot 2 and Lot 3, Block 2, Tacoma West Industrial Park (the “Property”), Carver County located at 740 Tacoma Blvd and 211 Tacoma Avenue that is zoned for industrial; and

WHEREAS, the Buyer desires to acquire from Seller an option to purchase that certain real property located in Norwood Young America, Minnesota containing approximately 14.44 acres, for use in constructing an expansion to the Buyer’s manufacturing business; and

WHEREAS, the Seller believes that the development of the Property is vital and is in the best interests of the Seller and City, will result in preservation and enhancement of their tax base, provide additional jobs in the City, and is in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Development will be undertaken; and

WHEREAS, the City is willing to grant to Waconia Manufacturing, Inc. an option to purchase the Property under the terms and conditions within the Option Agreement which includes a non-refundable Option Payment of \$45,477 to be credited against the Purchase Price; and

WHEREAS, the period during which the Option may be exercised by the Buyer (the “Option Period”) shall commence upon the Effective Date of this Agreement and shall expire on November 1, 2026 (the “Expiration Date”); and

WHEREAS, the Parties shall proceed to formulate a definitive Purchase and Development Agreement during the Option Period which will include, but not be limited to, the terms of the transfer of property and business subsidy agreement in accordance with Minnesota Statutes, Section 116J.993 through 116J.995, relating to the granting of a business subsidy to the Buyer, construction of improvements and maintenance of the Property and similar provisions the City generally includes in its purchase and development agreement for parcels located with its industrial park; and

WHEREAS, the total purchase price for the Property shall be \$1,729,767.60 (the “Purchase Price”) which shall be paid in part from a cash or its equivalent from the Buyer in the amount of \$454,766.40 (the “Buyer Portion”) and in part from an interfund loan in the amount of \$1,275,001.20 (the “Interfund Loan”) from the Seller (the “Interfund Loan Portion”), subject to the terms of the written purchase and development agreement; and

WHEREAS, based upon the direction provided by the City Council, the City Attorney and other City staff have worked with Waconia Manufacturing, Inc. on the initial draft of the option agreement; and

WHEREAS, a copy of the option agreement is attached as Exhibit A (the “Option Agreement”); and

WHEREAS, the Option Agreement grants Waconia Manufacturing 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 Waconia Manufacturing, Inc. offer to purchase the Properties; and

WHEREAS, the City Council further finds the form of the Option 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 form of the Option Agreement is approved. Further, the City Administrator and the City Attorney are authorized to complete the exhibits attached to the Option Agreement and to make any revisions to the Option Agreement they deem necessary or desirable.
3. The Mayor and City Administrator are authorized to execute and deliver on behalf of the City, the Option Agreement and any other documents they deem necessary or desirable to meet the City's obligations under the Option 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.
4. The City Administrator is authorized to expend funds to pay any costs allocated to the City under the Option Agreement or incurred to meet the City's obligations under the Option Agreement.

Passed and adopted by the City Council of the City of Norwood Young America this 13th day of December 2021.

Carol Lagergren, Mayor

ATTEST: _____
Andrea Aukrust, City Administrator

RESOLUTION EXHIBIT A
Option Agreement

OPTION AGREEMENT

THIS OPTION AGREEMENT ("the **Agreement**") is made and entered into this ___ day of _____, 20__ (the "**Effective Date**") by and between the CITY OF NORWOOD YOUNG AMERICA, MINNESOTA, a municipal corporation under the laws of the State of Minnesota (the "**Seller**"), and WACONIA MANUFACTURING, INC., a Minnesota corporation ("**Buyer**") (together with Seller referred to herein as the "**Parties**" or individually as a "**Party**").

Recitals

WHEREAS, the Buyer desires to acquire from Seller an option to purchase that certain real property located in Norwood Young America, Minnesota containing approximately 14.44 acres, which is legally described on **Exhibit A** attached hereto (the "**Property**"), subject to the terms and conditions of this Agreement for use in constructing an expansion to the Buyer's manufacturing business (the "**Development**").

WHEREAS, the Seller believes that the development of the Property is vital and is in the best interests of the Seller and City, will result in preservation and enhancement of their tax base, provide additional jobs in the City, and is in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Development will be undertaken.

WHEREAS, the Seller is willing to grant to the Buyer an option to purchase the Property under the terms and conditions provided herein and is willing to evaluate the Development and work toward the closing on the sale of the Property.

Terms of the Agreement

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. Recitals. The recitals as set forth above are hereby incorporated into this Agreement.
2. The Option. The Seller hereby grants to the Buyer the exclusive right and option to purchase the Property, during the Option Period defined below, subject to the conditions set forth below (the "**Option**").
3. Option Payment. Within five (5) business days after the date hereof, Buyer shall pay and deliver to the Seller the sum of Forty-Five Thousand Four Hundred Seventy Seven and No/100 dollars (\$45,477), which shall constitute the option payment (the "**Option Payment**") hereunder. The Option Payment shall be nonrefundable. In the event that the Buyer purchases the Property pursuant to this Agreement, the Option Payment shall be credited against the Purchase Price payable for the Property as set forth in Section 6 herein. In the event Buyer does not exercise the Option or Closing (as defined below) does not occur for any reason whatsoever other than the Seller's default hereunder, the Option Payment shall be retained by Seller as consideration for granting the Option.

4. Option Period.

- a. The period during which the Option may be exercised by the Buyer (the “**Option Period**”) shall commence upon the Effective Date of this Agreement and shall expire on November 1, 2026 (the “**Expiration Date**”). During the Option Period, the Seller agrees they will not advertise, list, negotiate for the sale of or sell the Property to a third party.
- b. If the Buyer does not timely exercise the Option, the Option shall lapse, and the Option Payment shall be applied as provided in Section 3 herein and the Buyer shall have no further rights with respect to the Property.
- c. During the Option Period, the Parties shall proceed in an attempt to negotiate in an attempt to formulate a definitive Purchase and Development Agreement (the “**Development Agreement**”) generally including, but not limited to, terms relating to the transfer of the Property, due diligence relating to the conveyance of the Property, the City’s repayment of the Interfund Loan (as hereinafter defined), a business subsidy agreement in accordance with Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the “**Business Subsidy Act**”), provisions relating to the granting of a business subsidy to the Buyer, provisions relating to the construction of the improvements to the Property and maintenance of the Property, and similar provisions that the City generally includes in its purchase and development agreement for parcels located within its industrial park.

5. Exercise of Option. This Option shall be deemed exercised if, within the Option Period, the Buyer gives written notice to the Seller of the Buyer’s intent to exercise the Option and the Buyer will deposit with the Title Company for the benefit of the Seller the sum of Five Thousand and No/100 dollars (\$5,000.00), as earnest money (“**Deposit**”) and the parties close on the sale of the Property. In the event that Seller breaches the terms of this Agreement, the Seller shall refund the Deposit to the Buyer. Nothing in this Agreement shall entitle the Buyer to make any claim against the Seller for any damages whatsoever and the Buyer’s remedies are strictly limited to the foregoing. Nothing in this Agreement shall be construed as a limitation of or waiver by the Seller of any immunities, defenses, or other limitations on liability to which the Seller is entitled by law.

6. Purchase Price. The total purchase price for the Property shall be \$1,729,767.60 (the “**Purchase Price**”) which shall be paid in part from cash or its equivalent from the Buyer in the amount of \$454,766.40 (the “**Buyer Portion**”) and in part from an interfund loan in the amount of \$1,275,001.20 (the “**Interfund Loan**”) from the Seller (the “**Interfund Loan Portion**”). The portion of the purchase price payable by the Buyer represents a land-write down from the Seller in the amount of \$1,275,001.20. The Buyer Portion less the Deposit and the Option Payment shall be paid to the Seller from Buyer on the Closing Date. The Buyer shall have no obligation to repay the Interfund Loan.

7. Closing. Subject to the terms of this Agreement, the closing of the purchase and sale of Property contemplated by this Agreement (the “**Closing**”) shall occur at the office of a title company mutually satisfactory to the Parties, or at another location mutually agreed upon by the Parties on such date as agreed to by the Parties in writing but in no event later than 30 days after all the contingencies set forth in Paragraph 10 have been satisfied (the “**Closing Date**”).

8. Right of Entry. Until the Expiration Date, the Buyer shall have the right to enter upon the Property for the purpose of taking soil tests and borings, making surveys and maps and performing investigative work, including environmental testing and assessment, as the Buyer may deem necessary; provided, however, the Buyer shall indemnify and hold the Seller harmless from any mechanics’ liens or claims arising out of such investigative work by the Buyer. The Buyer may assign this right to its agents, employees or contractors at its sole discretion. Nothing in this Agreement shall be deemed a waiver of defenses or limitations available to the Seller under Minnesota Statutes Chapter 466.

a. In consideration for such right of entry, Buyer agrees to:

- i. Notify Seller at least 48 hours in advance of the date and time that Buyer, its agents, employees or contractors, will enter the Property for the purpose for the entry, in order to permit Seller to be present during the time any work is being done by Buyer, its agents, employees or contractors;
- ii. Provide to Seller a copy of all test results and reports prepared by Buyer or its consultants evaluating the conditions present on the Property, as soon as reasonably possible following final completion thereof;
- iii. Dispose of all solid waste generated during the course of Buyer’s sampling activities and other work on the Property in accordance with applicable federal, state and local laws, rules and regulations;
- iv. Coordinate activities with Seller so as to avoid unnecessary disruption to or interference with the State or Seller’s use of the Property;
- v. Do no unnecessary damage to the Property and restore the Property to substantially the same condition as the condition in which they were found by Buyer at the time of entry by Buyer, its agents, employees, or contractors;
- vi. Hold Seller harmless from and indemnify Seller from any and all claims, damages, judgments or obligations, including the cost of defense of suit, arising out of damage to the Property or arising out of injury to anyone incurred or alleged to have been incurred in connection with or as a result of any work done pursuant to this right of entry, or as a result of the intentional torts or negligence of Buyer, its agents, employees or contractors; and

9. Conveyance Subject to Right of Re-entry. The Seller's conveyance of the Property to the Buyer pursuant to this Agreement shall be made in the form of a quit claim deed (the "Deed"). The Deed shall include a right of re-entry for breach of a condition subsequent in favor of the Seller (the "**Right of Re-entry**"). The condition subsequent shall be in the event that the Buyer does not complete construction of improvements to the Property in accordance with the timeline set forth in the Development Agreement. The final terms of the Right of Re-entry shall be as set forth in the Deed conveying the Property to the Buyer in the form attached to the Development Agreement. If Buyer breaches such condition subsequent, the Buyer shall re-convey the Property back to the Seller. If the Buyer fails to re-convey the Property to the Seller, the Seller may elect to exercise its right of reentry by commencing an action in Carver County District Court to establish the breach of the condition subsequent. If the Seller establishes a breach of the condition subsequent, title to and the right to possession of the Property and title to all improvements located thereon reverts to the Seller, and the Buyer is not entitled to any compensation from the Seller for the Property or the value of any improvements the Buyer has made to the Property. The Buyer must record any certificate of completion or certificate of release of the Right of Re-entry in the proper County land records at its expense.

10. Contingencies.

- a. Buyer's Contingencies. If the Buyer exercises the Option, the Buyer's obligation to purchase the Property shall be contingent on the following:
 - i. By the Closing Date, the Buyer shall have obtained, or caused to be obtained, in a timely manner, all required permits, licenses and approvals, including without limitation zoning and land use approvals, final plat approval, and all other approvals which must be obtained for the Development.
 - ii. By the Closing Date, the Buyer shall have obtained approvals from the Seller and the City, following a duly noticed public hearing and the satisfaction of all other conditions required by Minnesota law, of the creation of an economic development tax increment financing district that includes the Property within its boundaries.
 - iii. By the Closing Date, the Buyer shall have obtained all necessary financing for the Development.
 - iv. A determination by the Buyer that the Development is feasible and in the best interests of the Buyer.
 - v. By the Closing Date, the condition of title shall be satisfactory to the Buyer following the Buyer's examination of title as provided in the Development Agreement.
 - vi. Seller shall have performed all of the obligations required to be performed by the Seller under this Agreement or the Development Documents as of the Closing Date and any further contingencies to

Closing set forth in such Development Documents shall have been satisfied as provided therein.

- b. The contingencies set forth above are for the benefit of the Buyer and may be waived by the Buyer in the Buyer's sole discretion. Notwithstanding any other provision in this Agreement, a waiver of a contingency must be in writing to be effective.
- c. Seller's Contingencies. If the Buyer exercises the Option, the Seller's obligation to convey the Property shall be contingent on the following:
 - i. By the Closing Date, the Buyer shall have submitted to the Seller its financing plan showing that the proposed Development is financially feasible, and provided evidence that such the land write down is reasonably necessary to make the Development financially feasible.
 - ii. A determination by the Seller in its sole discretion that its undertakings are feasible based on (i) the projected tax increment revenues; (ii) the purposes and objectives of any tax increment plan created or proposed for the purpose of providing financial assistance for the Development, if any, including the determination that such assistance is reasonably necessary in order to make the Development possible; and (iii) the best interests of the City and the Norwood Young America Economic Development Authority.
 - iii. By the Closing Date, the Buyer shall have obtained, or cause to be obtained, in a timely manner and at its sole and absolute expense, all required permits, licenses and approvals, and shall have met, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the Development including without limitation a building permit, any needed variances, final plat or subdivision approval, and zoning and land use approvals.
 - iv. By the Closing Date, the Buyer shall have obtained approvals from the City Council of the Seller and Board of Commissioners of the Norwood Young America Economic Development Authority, following a duly noticed public hearing and the satisfaction of all other conditions required by Minnesota law, of the creation of an economic tax increment financing district that includes the Property within its boundaries and the award of a business subsidy to the Buyer in accordance with the Business Subsidy Act.
 - v. The Buyer and the Seller shall have negotiated and mutually agreed to, the Board of Commissioners of the Norwood Young America Economic Development Authority and the City Council of the City shall have approved following the satisfaction of all conditions required by Minnesota law, and the Seller and the Buyer shall have executed,

effective not later than the Closing Date, the Development Agreement, providing, among other things, for (i) all terms and conditions for the sale of the Property; (ii) the construction of the Development by the Buyer in accordance with plans, specifications and a timeline approved by the Seller, (iii) the final terms of the Interfund Loan and the use of a portion of the tax increments from the economic development tax increment financing district to reimburse the Seller for the Interfund Loan in the amount determined in accordance with applicable law, (iv) the terms and conditions of a business subsidy agreement in accordance with the Business Subsidy Act, and (v) the terms and conditions of the Right of Re-entry in accordance with Section 8 and the form of the Deed to be executed and delivered by the Seller at closing and containing the terms of the Right of Re-entry; and any documents ancillary thereto (collectively, the “**Development Documents**”).

- vi. Buyer shall have performed all of the obligations required to be performed by the Buyer under this Agreement or the Development Documents as of the Closing Date and any further contingencies to Closing set forth in such Development Documents shall have been satisfied as provided therein.
- vii. The Buyer shall have submitted the construction plans for the Development to the Seller, and the Seller have approved the construction plans pursuant to the Development Documents.
- viii. If the Buyer plans to construct the Development before December 31, 2023, the Buyer has split its existing lot and combined a portion of its existing lot in accordance with all City planning and zoning requirements. If the Buyer plans to construct the Development after December 31, 2023, the Buyer shall combine its existing lot with the Property.
- ix. By the Closing Date, the Buyer shall have obtained and provided to the Seller evidence of all necessary financing for the Development.
- x. The Seller shall have determined that the Development to be undertaken by the Buyer on the Property is in conformance with the development objectives set forth in resolutions of the authorizing the tax increment financing district and the Development Documents.
- xi. At the time that the Deposit is paid to the Seller, the Buyer shall submit an application for tax increment assistance with the City and a \$5,000 deposit with the City to cover a portion of the costs associated with the establishment of an economic development tax increment financing district.

- d. The contingencies set forth in 10(c) are for the benefit of the Seller and may be waived only by the Seller in its sole and absolute discretion. Notwithstanding any other provision in this Agreement, a waiver of a contingency must be in writing to be effective.
- e. Seller's and Buyer's Options. In the event that any of the foregoing contingencies fail to be satisfied on or before the Closing Date:
 - i. the applicable party may terminate this Agreement, and Buyer and Seller shall execute and deliver to each other documentation effecting the termination of this Agreement and the Seller shall return the Deposit to Buyer; or
 - ii. the applicable party may waive such failure and proceed to Closing; provided that the contingencies in Section 10(a) are solely for the benefit of the Buyer and may be waived only by the Buyer as provided in Section 10(b) and the contingencies in Section 10(c) are solely for the benefit of the Seller and may be waived only by the Seller as provided in Section 10(d).
- f. If Closing does not occur due to the failure of any of the above contingencies which is not waived by the applicable party, the Seller shall be entitled to retain the Option Payment, except as otherwise provided in Section 3 of this Agreement. The Seller will convey the Property to the Buyer if the Buyer fulfills its obligations hereunder and all contingencies have been satisfied.

11. Real Estate Taxes and Special Assessments. Seller shall not be responsible for the payment of any real estate taxes due or special assessments due with respect to the Property. Buyer shall be responsible for all real estate taxes and special assessments due with respect to the Property which have not been paid prior to Closing pursuant to the Development Agreement.

12. Representations and Warranties of Seller. The Property will be sold AS-IS. Except as provided herein, Seller makes no representations or warranties regarding the condition of the Option Property, its use, or the marketability of its title. Buyer shall be satisfied solely on the basis of its own investigation.

13. Remedies. If either Party defaults under this Agreement, the non-defaulting party shall have the right to terminate this Agreement by giving written notice to the defaulting party. If the defaulting party fails to cure such default within fourteen (14) days of the date of such written notice, this Agreement will terminate. The termination of this Agreement shall be the sole and absolute remedy available to the non-defaulting Party for such default.

14. Notices. Any notices required herein shall be deemed given when sent in the U.S. Mail, either registered or certified, return receipt requested, or by Federal Express or other overnight delivery service requiring a signature upon receipt, to the parties at the following addresses:

SELLER: City of Norwood Young America, Minnesota
310 Elm Street West, P.O. Box 59
Norwood Young America, Minnesota 55368
Attention: City Administrator

BUYER Waconia Manufacturing, Inc
33 East 8th Street
Waconia, Minnesota 55387
Attention: _____

15. Survival. All representations, warranties, and indemnities set forth herein shall survive the Closing, except as otherwise provided herein.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

17. Assignment. On any day on or before April 30, 2022, this Agreement may be assigned by the Buyer solely to an entity that has acquired all or substantially all of the Buyer's assets, including the Buyer's current facility located in the City adjacent to the Property, without the consent of the Seller provided that the Buyer provides 10 days written notice of such assignment to the Seller. The consent of the Seller (which consent shall require the approval of the City Council of the Seller) shall be required if Buyer assigns this Agreement to any third party after April 30, 2022.

18. Binding Effect. This Agreement is binding upon the Parties and their respective permitted successors and assigns.

19. Construction. This Agreement shall not be construed more strictly against one Party than the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

20. Headings. The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

21. Severability. The invalidity or unenforceability of any term or terms of this Agreement shall not invalidate, make unenforceable or otherwise affect any other term of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, and in such event, the remaining terms of this Agreement shall remain in full force and effect.

22. Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday

or federal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or federal holiday.

23. Time of the Essence. All times, wherever specified herein for the performance by Seller or Buyer of their respective obligations hereunder, are of the essence of this Agreement.

24. Complete Agreement. This instrument and any exhibits, schedules or addendums attached hereto contain the entire Agreement of the Parties regarding the subject matter hereof, and supersedes all prior negotiations, agreements or understandings, whether oral or in writing. This Agreement may not be changed orally but only by an Agreement in writing signed by the Parties.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

26. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, said Parties hereby execute this Option Purchase Agreement effective the date first above written.

SELLER:

CITY OF NORWOOD YOUNG AMERICA,
MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Clerk

BUYER:

WACONIA MANUFACTURING, INC.

Its: _____

EXHIBIT A
Legal Description of the Property

Lots 2 & 3, Block 1 of the Tacoma West Industrial Park, Carver County, Minnesota



TO: Mayor Lagergren and Council Members
FROM: Steve Zumberge, Fire Chief
DATE: December 13, 2021
RE: Resolution 2021-43 Opting to Increase Retirement Benefit Level for Firefighters

The Norwood Young America Firefighters joined the statewide Public Employees Retirement Association (PERA) in January of 2013. The benefit is currently \$2800 per year per firefighter. The Fire Department requested and received from PERA, a cost analysis of a \$3,000 benefit level for 2022. At the \$3,000 per year benefit level the city's 2022, required contribution would be 1,633. The 2022 budget \$3500 allocated to the PERA contribution.

The Personnel Committee reviewed the information at their November meeting and the Council did approve this at the November 22, 2021 meeting however, a resolution is needed to officially change it at PERA's level.

Proposed Motion:

Motion to approve Resolution 2022-43, A resolution opting to increase the PERA benefit level for vested Norwood Young America Firefighters to \$3,000.

Norwood Young America

CITY OF NORWOOD YOUNG AMERICA

RESOLUTION 2021-43

A RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS WHO ARE VESTED IN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN

WHEREAS, The City previously authorized the fire department to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS, The City requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and

WHEREAS, The City understands that Minnesota statute allows an increase in benefit levels if the plan is fully funded, but does not have provisions for a decrease in benefit levels; and

WHEREAS, The City highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner.

NOW THERE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, CARVER COUNTY, MINNESOTA:

- 1) The City hereby approves an increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Statewide Volunteer Firefighter Plan administered by PERA at the \$3,000 benefit level per year of service, effective January 1, 2022; and
- 2) The City Clerk and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

The motion of the adoption of the foregoing resolution was duly made by Member _____, and duly seconded by Member _____. Upon vote being taken thereon, the following voted in favor:

And the following voted against the same: None.

Whereupon Resolution 2020-37 is duly adopted on this 13th day of December 2021.

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk-Treasurer



TO: Mayor Lagergren and Council Members
FROM: Steve Zumberge, Fire Chief
DATE: December 13, 2021
RE: Use American Rescue Plan funds to purchase thirty sets of turn-out gear.

Since the pandemic started, we have been responding to medicals in full turn out gear. After responders have had contact with a possible COVID-19 patient, the Center for Disease Control (CDC) recommends that each set of turnout gear gets decontaminated. This decontamination process takes 6-8 hours. Without a second set, each responder is out of service the entire time. Purchasing a second set of turnout gear for our firefighters meets the necessary parameters to use Americas Rescue Plan funds for this purchase.

Attached is a quote for thirty sets of firefighters turn out gear. The quote also contains information about a significant price increase. December 15, there will be a 12 to 15% price increase for this turn out gear. That increase translates to between \$9600 and \$12,000.

Only one quote is needed as it is part of the State bid.

Proposed Motion:

Motion to approve the purchase of thirty sets of firefighters turn out gear from Municipal Emergency Services for \$79,488.00



124 East First Street
Deer Creek, IL 61733

Quote

Date 11/16/2021
Quote # QT1526582
Expires 12/01/2021
Sales Rep McCabe, Brian
PO #
Shipping Method FedEx Ground

Bill To
NORWOOD YOUNG AMERICA FIRE DEPARTMENT
327 W ELM STREET
P.O. Box 59
NORWOOD YOUNG AMERICA MN 55368
United States

Ship To
NORWOOD YA Fire DEPARTMENT MN
310 Elm St. West
PO Box 59
Norwood Young America MN 55368
United States

Item	Alt. Item #	Units	Description	Qty	Unit Sales Pri...	Amount
Custom-Turnout-Coat			Custom Fire-Dex Turnout Coat FXR Coat Per FWID 147991	30	1,504.00	45,120.00
Custom-Turnout-Pant			Custom Fire-Dex Turnout Pant FXR Pant per FWID 147991	30	1,050.60	31,518.00
G2M-Large-Regular			Fire-Dex MES Exclusive G2M Glove	30	95.00	2,850.00

Freight not included in prices.
Fire-Dex price increase of 12% to 15% expected on 12/15/21.

Subtotal	79,488.00
Shipping Cost (FedEx Ground)	0.00
Total	\$79,488.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1526582



To: Mayer Lagergren and Council Members
From: Angela Brumbaugh, City Clerk-Treasurer
Date: December 13, 2021
Subject: GIS Shared Position Agreement for 2022

Attached is the 2022 agreement with Carver County for the shared GIS Analyst position. This position is in place to help bring uniformity throughout the county with the Geographic Information System (GIS). Different projects are created/worked on based on what we feel our need is. Allison works with the Public Service Department quite a bit and also will work with the City Administrator in order to coordinate what NYA needs are.

The rate has increased by \$1 and is now \$60/hour. We share in the cost for holidays/sick/vacation/training with our share being based on a percentage of the number of hours we have her compared to the other Cities and County.

Recommended Motion:

Approve the 2022 Carver County GIS Analyst Shared Position Agreement.

Carver County GIS Analyst Shared Position Agreement

THIS AGREEMENT is entered into by and between the County of Carver, 604 East 4th Street, Chaska, Minnesota 55318, hereinafter referred to as "Carver County" and the City of Norwood Young America, 310 Elm Street West, Norwood Young America, MN 55368, hereinafter referred to as "Participating Agency".

WHEREAS, Carver County is the employer of the GIS Analyst shared position; and

WHEREAS, Participating Agency will be allocated a percentage of hours per week for the GIS Analyst to work on Participating Agency projects; and

WHEREAS, Carver County and Participating Agency would like to arrange an opportunity to create a stronger GIS relationship, to assure uniformity, accuracy, and standards of GIS data created and used within the county, and to greatly reduce duplication of effort and expense related to GIS projects, including data collection and data maintenance; and

WHEREAS, Carver County and Participating Agency can share GIS data between organizations to help support GIS applications; and

WHEREAS, Carver County and Participating Agency can both benefit from a partnership agreement that serves to share resources and GIS knowledge between organizations in order to provide enhanced GIS services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. PURPOSE

- 1.01** Strengthen the delivery county GIS service, which will bring uniformity, heightened, and predictable standards for created GIS data used within Carver County. This will reduce costs, expenses and duplication of efforts in GIS endeavors including data collection and data maintenance. This sharing is authorized Minnesota Statutes, Section 471.59.

2. DEFINITIONS

- 2.01.** Geographic Information System or GIS is a system used to visualize and analyze geographic features and data related to them. This is accomplished using specialized computer software and data. The term GIS has become loosely used to encompass software, data, analysis, and maps related to computerized mapping and geographic analysis.
- 2.02.** GIS Analyst works with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data. GIS software has the capacity to relate different types of data such as socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, utilities and transportation networks.

- 2.03. Participating Agency is any participating entity that has executed a copy of this Agreement.
- 2.04. Work Week equals 40 Hours
- 2.05. Work Place will be the Carver County Courthouse, located at 604 East Fourth Street, Chaska, MN.
- 2.06. Commute Miles are the distance you travel from your home to your usual work place. If you leave from home and travel to a Participating Agency by personal auto, the amount of miles claimed should be the lesser of the distance from your home to the destination or the distance from your usual work place to the destination.

3. FUNDING

- 3.01. The Participating Agency is responsible for funding 8 hours of work per week of the shared position. The hours funded per week equal 20% of the overall funding of the position per week.
- 3.02. The cost of the hourly wage will be based upon Carver County's pay scale for a GIS Analyst position at the Grade and Step of the hired employee. The cost will include all benefits offered by Carver County. The cost for this agreement is not to exceed \$60.00 per hour.
- 3.03. All holidays, sick leave, vacations, and training costs will be divided among Carver County and all Participating Agencies by their percentage of funding of the shared position for a work week stated in 2.01.
- 3.04. Participating Agency will be invoiced by Carver County on a quarterly basis. March 31st, June 30th, September 30th and December 31st.
- 3.05. The shared position will attempt to take a County vehicle when applicable and available to travel to and from the work place to a Participating Agency or between Participating Agencies. If a vehicle is not available, the shared position's mileage will be reimbursed when traveling by a personal vehicle to and from the work place to the Participating Agencies or between Participating Agencies, based upon the County approved standard mileage rate. Commute miles are not reimbursed. The mileage reimbursement will be split by all the Participating Agencies and the County equally and included in the quarterly invoice.
- 3.06. Mileage reimbursement costs while the shared position is on-site doing job related tasks for the Participating Agency is the responsibility of the Participating Agency.
- 3.07. Printing on the county's plotter is an option for Participating Agencies at a cost of \$2 per square foot.

4. CARVER COUNTY COMMITMENT

- 4.01. During the term of this agreement Carver County will employ and supervise a GIS Analyst qualified to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf. GIS Analyst will be an employee of Carver County. Unless stated otherwise in this agreement, the County shall be solely responsible for hiring, training, supervising, promoting, discipline, and terminating the GIS Analyst. The County's responsibility will include

being responsible for 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 County or employees of the County performing services under this Agreement. The GIS Analyst is anticipated to be a member of collective bargaining unit.

- 4.02. During the term of this agreement Carver County will provide the Participating Agency a summary of hours used, hours remaining, and a detailed summary of hours logged on Participating Agency's projects. The time to maintain these records will be done by the shared position on the Participating Agency's hourly time. These reports will be provided with the quarterly invoice. The report will be kept up-to-date and can be requested by the Participating Agency at anytime.
- 4.03. Carver County GIS Unit under the Information Technology Department within Administrative Services Division will oversee and supervise the shared position. The shared position will apply to all rules and policies of Carver County.
- 4.04. Carver County will provide an email address, phone and computer for the shared position.
- 4.05. Carver County will hire the shared position based upon an agreement from all Participating Agencies.
- 4.06. The Participating Agency Contracts with the County for GIS Services. In this agreement the GIS Analyst will provide the Participating Agency with the following services:
 - 4.06.1.
 - Map production
 - GIS data maintenance and management
 - ArcGIS Online administration
 - GIS solution implementation
 - GIS software support
 - GPS support
 - GIS training

5. PARTICIPATING AGENCY COMMITMENT

- 5.01. Participating Agency will provide a primary person of contact for the shared position. This person will prioritize the work the shared position will conduct for their agency. This person will also be the recipient of the invoice and hourly summary statistics provided by Carver County.

Participating Agency Contact Information

Name: _____

Title: _____

Phone: _____

Email: _____

- 5.02.** Participating Agency will provide a list of potential projects within Attachment A.
- 5.03.** Participating Agency will send at least one representative to participate in the hiring process of the shared position.
- 5.04.** Participating Agency will provide feedback on the GIS Analyst's yearly performance review process.

6. AGREEMENT TERM

- 6.01.** The term of this Agreement shall commence upon January 1, 2022 or upon its execution by Carver County and the Participating Agency, whichever occurs later. This Agreement shall remain effective until December 31, 2022.

- 6.02.** 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.

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

This Agreement may be cancelled with or without cause by any party upon 120 days written notice. The participating agency shall still be responsible for its financial obligation as described in 3 Funding.

- 6.04.** Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

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.

- 6.05.** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. It is understood and agreed that each Party's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

- 6.06.** All data collected, created, received, maintained, or disseminated, in any form, for any purposes by the activities of the Parties because of this Agreement is governed by the

Minnesota Government Data Practices Act Minn.Stat.Chap.13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy.

- 6.07.** 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 it may deem necessary. The subcontracting Party shall be responsible for the performance of all Subcontractors.
- 6.08.** 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.
- 6.09.** During the performance of this Agreement, the Parties 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
- 6.10.** The Laws of the State of Minnesota shall apply to this Agreement.
- 6.11.** Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting party may, upon written notice to the defaulting party representative listed herein, cancel this Agreement in its entirety as indicated in (6.12) below.
- 6.12.** Each Party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both parties consider any or all bids unsatisfactory; the withdrawal form or cancellation of the agreement to be accomplished by either or both parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both parties in writing.
- 6.13.** Pursuant to Minn. Stat. §16C.05, subd. 5, the parties agree that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the parties and involve transactions relating to this Agreement. Parties agree to maintain these records for a period of six years from the date of termination of this Agreement.

Neither party shall be held responsible for delays or failure to perform when such delays or failure is due to any of the following uncontrollable circumstances: fire, flood epidemic, strikes, wars, acts of God, unusually severe weather, actions of public authorities, or delays or defaults cause by public carrier(s); providing the defaulting party gives notice as soon as possible to the other party of the inability to perform.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

PARTICIPATING AGENCY

By: _____

Title: _____

Date of Signature: _____

COUNTY OF CARVER

By: _____

Title: _____

Date of Signature: _____



TO: Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, City Clerk-Treasurer

DATE: December 13, 2021

SUBJECT: Elected Official Leaders Institute

Attached is information from the League of MN Cities regarding the 2022 Elected Leaders Institute. They typically hold this each year to give Council members/Mayors the opportunity to learn or refresh their memory on Government protocol and laws.

The cost is \$275 and they have online and in-person options available. The City does have a budget for Mayor/Council Members for training purposes if you are interested.

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

Recommended Motion:

N/A – Information only

Norwood Young America

From: League of Minnesota Cities <members@lmc.org>
Sent: Tuesday, November 30, 2021 2:31 PM
To: City Clerk
Subject: Explore Key Skills for Elected Leaders this Winter

[View this email in your browser](#)



Elected Leaders: Explore Key Skills for Your Role

City staff: Please forward this information to your elected officials and encourage them to participate.

Elected leaders of all experience levels face difficult challenges. Whether you're new to your role or have been an elected official for years, the 2022 Elected Leaders Institute can help you build skills to lead effectively. Read about the two programs below!

Foundational Program

Jan. 18 — Online courses open

Feb. 4-5 — In-person sessions in Plymouth

If you're beginning your career as an elected leader, join fellow newly elected officials for the

Foundational Program! This blended-learning program will give you the nuts and bolts you need to help navigate your complicated role.



- Has served two or more years.
- Wants to increase effectiveness as a city leader.

Register for the Advanced Program.



As part of your membership in the League of Minnesota Cities, you will receive occasional emails from us about our events, products, and services. You can opt out of these emails by clicking the unsubscribe link below.

[Unsubscribe](#) from this list.

League of Minnesota Cities, 145 University Ave. W, Saint Paul, MN 55103-2044 | www.lmc.org

2022 Elected Leaders Institute: Foundational Program

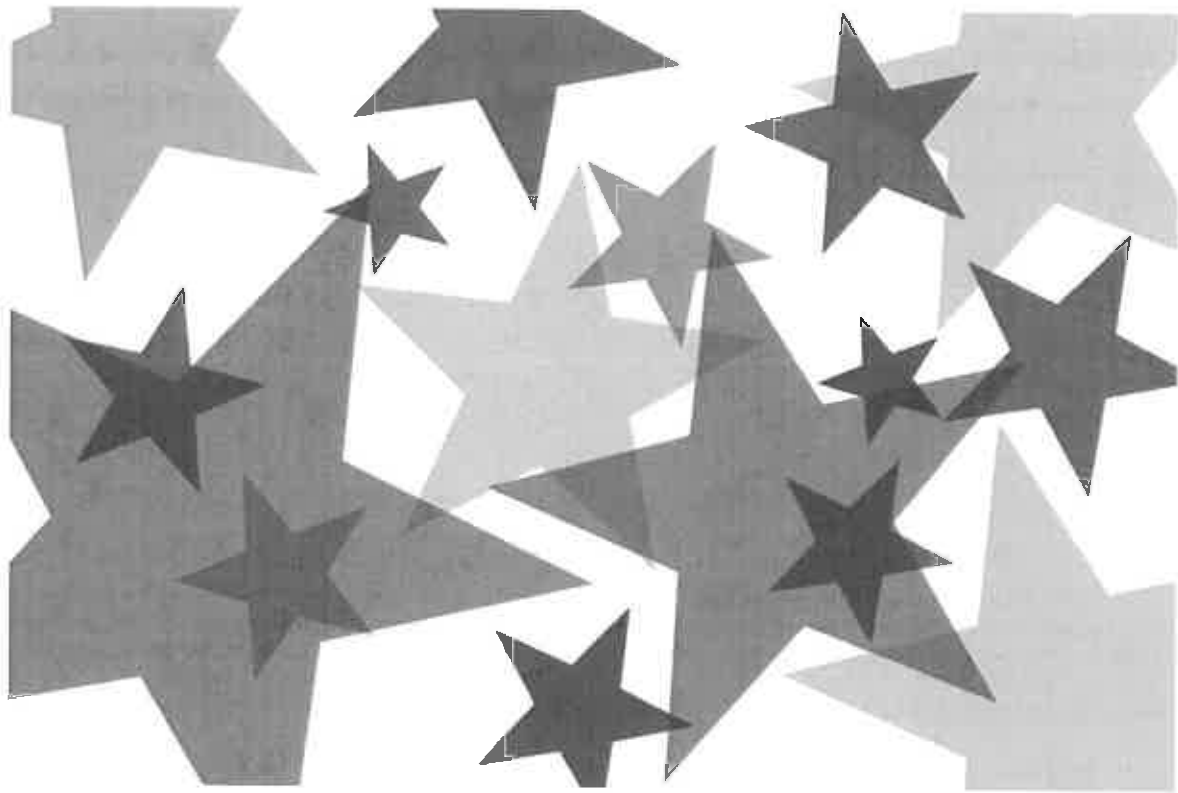
Congratulations on winning your election!

The League is here to help you get a strong start in your new role during the 2022 Elected Leaders Institute: Foundational Program! During this blended-learning program, you'll combine on-demand, online coursework with in-person sessions to explore the nuts and bolts that will help you navigate your complex role.

Take part in this program to:

- Understand your role and how the type of government your city has impacts what you can do (you'll learn about the types of city government too!).
- Gain a high-level understanding of your role in HR, public engagement, advocacy at the Capitol, and more.
- Discover what you need to know about the Open Meeting Law and the Data Practices Act.
- Know the legal realities of your role and how to manage risk in your city.

Find out more below!



Register for the Foundational Program.

Jan. 18 — Online
Feb. 4-5 — Plymouth

Who should attend?

Any mayor or council member who was elected since Nov. 2019 and hasn't attended the Foundational Program in the past OR has been in office for a while but wants a refresher on fundamental skills.

**Gain fundamental skills to help
you succeed!**

2022 Foundational Program Overview

New for 2022! The Foundational Program features both online and in-person sessions. During this blended-learning program, you'll gain the foundational skills needed for running and governing your city.

[View the full agenda.](#)

Jan. 18 — Online

Six on-demand, online courses will become available to you on Jan. 18. Four of the courses should be completed before you come to Plymouth Feb. 4-5, but you will continue to have access to all them after the event.

Feb. 4-5 — Plymouth

Join fellow elected officials in Plymouth as you dive into a variety of crucial topics to help you succeed in your role.

Core Competencies

The League of Minnesota Cities has developed eleven competencies for city elected officials that are fundamental to success in your role. The Foundational Program is built around these competencies, which fall under three categories: leading with values, leading with vision, and leading with action.

[Learn more about the core competencies.](#)

MemberLearn

MemberLearn is an easy and fun way to learn online, giving you access to courses anytime and anywhere! As part of the Foundational Program, you will have access to on-demand learning that will help you succeed in your role.

[Learn more about MemberLearn.](#)

Dates & Location

Jan. 18 — Online
Feb. 4-5 — Plymouth
Crowne Plaza Minneapolis West
3131 Campus Dr.
Plymouth, MN 55441

Fee

\$275

Please note: All meals are included in the fee. The fee does not include lodging.



Hotel

Crowne Plaza Minneapolis West

3131 Campus Drive

Plymouth, MN 55441

Call for reservations: (763) 559-6600 or
(877) 227-6963

Standard room: \$112 (plus taxes)

Contact the hotel directly to make your reservation. To receive the special room rate, ask for the "League of Minnesota Cities" group block by Jan. 18.

Special Thanks to Our Sponsor



Your LMC Resource

Ashley Freitag

Registration and Sponsorship

Coordinator

(651) 281-1249 or (800) 925-1122

registration@lmc.org

Cancellation Policy

Cancellations must be received via email at registration@lmc.org before 8 a.m. on Jan. 18, 2022 and are subject to a \$50 cancellation fee.

Please note: This means no access to the online learning or in-person content; cancelling will remove you from all access to this program. No cancellations will be permitted after this date due to the start of online coursework for this event.

[Read the League's COVID-19 event FAQs.](#)

[View the League's anti-harassment policy.](#)