



CITY COUNCIL AGENDA
December 27, 2021 – 6:00 p.m.
City Council Meeting
City Council Chambers
310 Elm Street W.
Norwood Young America, MN 55368

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
 - 1.1 Pledge of Allegiance
 2. Approve Agenda
 - 2.11 Approve minutes of November 22, 2021 meeting
 3. Approve The Harbor Contract with Ecumen Services, Inc.
 4. Adjournment
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CITY COUNCIL

1. Call Meeting of City Council to Order
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
4. Consent Agenda
(NOTE TO THE PUBLIC: All 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 December 13, 2021 meeting
 - 4.2 Approve payment of Claims
5. Public Hearing
 - 5.1 Present the Easement Vacation for Tacoma West Industrial Park First Addition
6. Old Business
 - 6.1
7. New Business
 - 7.1 Approve Resolution 2021-48, A Resolution Vacating Certain Drainage and Utility Easements in Tacoma West Industrial Park
 - 7.2 Discuss Variance for Parking Stalls and Parking Lot Setbacks and Nonconformance Expansion Permit Setbacks and Approve Site Plan for 117 Railroad Street West
 - 7.2.1 Approve Resolution 2021-49, A Resolution Approving Variances to Number of Parking Stalls Required and Parking Lot Setback for 117 Railroad Street West
 - 7.2.2 Approve Resolution 2021-50, Approving a Nonconformance Expansion Permit Pertaining to Building Setbacks and a Site Plan for A 6,408 square foot Addition to an Existing Structure at 117 Railroad Street West
 - 7.3 Discuss Planning Commission 2021 Annual Report and 2022 Goals
 - 7.4 Approve The Harbor's 2022 Budget
 - 7.5 Approve Option for Shady Lane / 2nd Avenue Intersection Project
 - 7.6 Approve the Administrative Assistant I Contract Extension

- 7.7 Approve the 2022 Salary Schedule for Exempt and non-Collective Bargaining Unit Employees
- 7.8 Approve 2021 Budget Amendments
- 7.9 Approve American Rescue Plan Act Funds
 - 7.9.1 Approve Resolution 2021-46 accepting the Redistribution of Unrequested Coronavirus Local Fiscal Recovery Funds.
 - 7.9.2 Approve Resolution 2021-47 accepting the Coronavirus Local Fiscal Recovery funds
- 7.10 Discuss COVID-19 PTO

8. Council Member & Mayor and Staff Reports

9. Adjournment

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

UPCOMING MEETINGS / EVENTS

January 12	Economic Development Commission – 6:00 p.m.
January 18	Finance Committee 5:00 p.m.
January 18	Parks and Recreation Commission – 4:45 p.m.
January 24	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.



ECONOMIC DEVELOPMENT AUTHORITY MINUTES

November 22, 2021– 6:00 PM

City Council Chambers

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: 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 EDA Meeting of City Council to Order:

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

1.1. Pledge of Allegiance

2. Approve Agenda

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

2.1 Approve minutes of October 25, 2021 meeting

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

3. Adjournment

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

Respectfully submitted,

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk/Treasurer



Date: December 27, 2021

To: Members of the Economic Development Authority

From: Carol Lagergren, Mayor

Re: Harbor Contract with Ecumen Services, Inc.

Ecumen currently manages The Harbor and The Haven at Peace Village. The current Management Agreement expires on December 31, 2021. For the past several months, the Peace Village Board has been meeting with management from Ecumen regarding their contract. I was invited to those meetings to represent the City of Norwood Young America's contract for The Harbor.

Attached, please find the recommended agreement. The following information are significant changes to the current agreement:

- **The Management Fee remains the same for 2022 at \$6000. It will increase to \$6400 in 2023 and \$7000 in 2024.** *The state average for management fees is approximately 5% of total revenue. Our fees are approximately 4% of total revenues.*
- **Additional charges will now be \$200 per hour and \$250 per hour for crisis management services.** *This is a new charge and will be for requests generated by the city for the following: crisis communications, strategic counsel, media relations management and document drafting; project repositioning or significant expansion projects, including financial feasibility studies and pro formas; project management for social media, digital media, and website design; setup, integration and compatibility efforts for any software, systems, procedures, processes or clock and payroll systems other than Manager's standards; and financial advice and consultation services provided beyond what is identified in the agreement.*

All additional changes were changes to industry-standard or required by changes to state law.

Recommendation: *Approve the Management Agreement with Ecumen Services, Inc. for the years 2022-2024.*

Norwood Young America

MANAGEMENT AGREEMENT

The Harbor at Peace Village

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of the 1st day of January, 2022 ("Effective Date"), by and between Norwood Young America Economic Development Authority, a political subdivision of the State of Minnesota ("Owner"), and Ecumen Services, Inc., a Minnesota business corporation ("Manager") (each a "Party" and collectively, the "Parties").

RECITALS

- A. Owner is the owner of The Harbor at Peace Village, a 36 unit assisted living project located at 300 North Faxon Road, Norwood Young America, Minnesota 55368 (the "Project").
- B. Manager is a subsidiary of Ecumen, a Minnesota nonprofit corporation that operates a variety of senior housing options and services. Manager is in the business of providing management and administrative services for skilled nursing facilities, independent and assisted living facilities, and senior housing programs that leverage Ecumen's and Manager's experience as well as its system-wide administrative functions, software systems and practices.
- C. Owner desires to continue to ensure the provision of management services relative to the Project.
- D. Owner desires to continue to engage Manager to manage the Project and Manager desires to be so engaged.
- E. The Parties desire to set forth the terms and conditions under which Manager shall provide management services to Owner in connection with the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

Engagement and Services

- I.1 **Engagement.** Owner hereby appoints Manager as the exclusive manager of the Project. The Parties agree to adhere to the responsibilities as set forth in this Agreement for the term of this Agreement. Manager hereby accepts such appointment and agrees to be so engaged.
- I.2 **Scope of Services.** Manager's regular Monthly Management Fee is intended to cover those services that are ordinary-course management services for the regular operations of the Project, using Manager's standard systems, processes, policies and procedures. Manager may agree to provide additional or customized services ("Additional Services") which will be billed hourly ("Additional Charges"). Additional Services, upon consultation and approval from Owner,

include those that are identified specifically in this Agreement as such, as well as other services that are outside the scope of Manager's standard services for regular operations of the Project.

I.3 Operations. Manager will perform the following operations-related services on behalf of Owner:

I.3.1 Hire and supervise a Project Administrator to provide oversight of the services provided by Manager and the overall operations of the Project. Manager shall direct the Project Administrator's performance of all duties hereunder, and shall make all hiring, training, management, performance assessment, disciplinary and other decisions relating to the Project Administrator's employment. The Project Administrator shall maintain such licenses and certifications as required by applicable state law for the Project. The Project Administrator shall at all times be licensed or permitted by the Board of Executives for Long Term Services and Supports pursuant to Section 144A.20 of Minnesota Statutes.

I.3.2 Exercise responsibility and authority over the management of the Project, subject to the budget, and subject to other reasonable direction and decisions as provided by Owner for the operation of the Project. Periodic reporting to Owner, or its designee, will be mutually agreed upon.

I.3.3 Establish measurable quality indicators and performance standards for optimal financial and operational Project performance. Such services will include consultation and monitoring by Manager's nurse consultant in such areas as efficiency assessments of the nursing department, recommendations for staffing levels and nursing staff utilization, acting as a resource for the Project clinical director, and providing standard policies and procedures.

I.3.4 Provide periodic internal reviews and or inspections for the purpose of assessing levels of compliance with financial and operational standards.

I.3.5 Provide licensing support, assistance in preparing plans of correction, complaint investigation assistance and assistance with other regulatory compliance.

I.3.6 Conduct periodic structured reviews of the implementation of all policies and procedures of the Project.

I.3.7 Facilitate resident and staff involvement in educating state and local government entities regarding long-term care issues.

I.3.8 Encourage and assist residents of the Project in forming a resident/family council to promote their common interests, and maintain good-faith communication with such a group so that problems affecting the Project and its residents and their families may be avoided.

I.4 Planning and Development. Manager will perform the following planning and development services on behalf of Owner:

I.4.1 Develop a plan for management and staffing requirements.

I.4.2 Assist in strategic planning efforts with participation and approval by Owner.

I.4.3 Participate in Project repositioning efforts, including program review, architectural and planning efforts in regard to interior and exterior repair, remodeling and/or construction projects. Project development support for significant Project repositioning or major expansion projects, including financial feasibility studies and pro formas, are considered Additional Services.

I.5 Marketing. Manager will provide marketing and communications support for the Project as follows:

I.5.1 Coordinate the development of regular public and community relations and marketing plans to support Project utilization and community support. Project management for social media, digital media, website design and updates are Additional Services.

I.5.2 Provide direction to the Project marketing staff, who will carry out marketing activities for the Project.

I.5.3 Assist owner with ordinary course, non-crisis communications. Crisis communications, strategic counsel, media relations management and document drafting are considered Additional Services.

I.5.4 Assistance with applying for private and governmental grants and soliciting charitable donations is an Additional Service.

I.6 Resident Contracts. Manager will, on behalf of Owner, arrange for resident occupancy of the dwelling units and arrange services incident thereto, and rent the parking spaces and other rentable space for residents, subject to the following:

I.6.1 Manager will prepare a standard form resident contract that governs the occupancy of dwelling units, provision of services to the resident, and if applicable, use of parking spaces (whether treated as a contract or lease under applicable state law) (hereinafter "Resident Contracts"). The standard form of Resident Contracts and the rates charged, including rates for ancillary services, will be subject to approval by Owner, but individual Resident Contracts need not be submitted for the approval of Owner.

I.6.2 Manager will collect, deposit, and disburse security deposits, if required, in accordance with the terms of each resident's Resident Contract. Owner will determine the amount of each security deposit. Security deposits will be deposited by Manager in an interest bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government approved by Owner. The account will be carried in the Project's name and designated of record as Resident Security Account.

I.6.3 If applicable, Manager will collect and deposit non-refundable reservation fees in accordance with each resident's reservation agreement or Resident Contract, as applicable.

I.6.4 The Project is offered without regard to race, color, religion, or national origin. All standards for the acceptance and rejection of prospective residents shall be applied on a uniform basis without regard to race, color, religion, or national origin and shall comply with any individual program guidelines and applicable state or local laws.

I.7 Enforcement Of Resident Contracts. Manager will secure full compliance by each resident with the terms of the resident's Resident Contract and applicable law. Voluntary compliance will be emphasized and Manager, utilizing social service resources, will counsel residents and make referrals to community agencies in cases of financial hardship or under other circumstances deemed appropriate by Manager, to the end that involuntary termination of tenancies or services may be avoided to the maximum extent, consistent with the sound management of the Project. Nevertheless, Manager may lawfully terminate any tenancy or services when, in Manager's judgment, sufficient cause (including, but not limited to, nonpayment of rent or service charges) for such termination occurs under the terms of the resident's Resident Contract. For this purpose, Manager is authorized to consult with its legal counsel, to bring actions for eviction and service termination, and to execute notices to vacate and judicial pleadings incident to such actions, and the expense of such consultation and action is a Project Cost.

I.8 Maintenance And Repair. Manager will maintain the Project in good repair in accordance with all state, federal, and municipal laws, ordinances, regulations, orders, and codes, and in a condition at all times acceptable to Owner, including, but not limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by Owner in addition to those contained herein. Incident thereto, the following provisions will apply:

I.8.1 Special attention will be given to preventive maintenance and, to the greatest extent feasible, the services of regular maintenance employees will be used.

I.8.2 Subject to Owner's prior approval, Manager will contract with qualified independent contractors for extraordinary repairs beyond the capability of regular maintenance employees and (as appropriate) for the maintenance and repair of heating, ventilation and air-conditioning systems, elevators and similar equipment and systems.

I.8.3 Manager will systematically and promptly receive and investigate all service requests from residents, take such action thereon, as may be justified, and will keep records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature will be reported to Owner after investigation.

I.8.4 Manager is authorized, as described in the budget, to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

I.8.5 Notwithstanding any of the foregoing provisions, the prior written approval of Owner will be required for any expenditure which exceeds Ten Thousand and No/100 Dollars (\$10,000.00) in any one instance, for labor, materials, or otherwise in connection

with the maintenance and repair of the Project, except for recurring expenses within the limits of the operating budget, or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Project. In the latter event, Manager will inform Owner of the facts as promptly as possible.

I.9 Utilities and Services. In accordance with the operating budget, Manager will make arrangements (as appropriate) for water, electricity, gas, fuel, oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, and telephone services. Subject to Owner's prior approval, Manager will make such contracts as may be necessary to secure such utilities and services.

I.10 Commercial Leases and Concession Agreements. If the Project includes space available for commercial leases, Manager will facilitate negotiation of such commercial leases and Owner will be responsible for the terms of such agreements and their final approval and execution.

I.11 Group Purchasing. Manager enters into purchasing arrangements with vendors and group purchasing organizations for broad-line distribution of certain food, office supplies, facility supplies, and medical supplies and equipment from time to time ("Group Purchasing Contracts"). Subject to the terms of the applicable Group Purchasing Contract, Owner may participate in one or more of such Group Purchasing Contracts if it provides written permission to Manager for each Group Purchasing Contract that Owner elects to participate in. This written approval will authorize Manager to contract for goods and services on the Owner's behalf and will include the Owner's historical purchased volume in negotiations and/or future bids. Bid schedules will be dictated by and at the discretion of Manager and the applicable vendor. The products, services, vendors and group purchasing organizations available through Group Purchasing Contracts are subject to change and are at the sole discretion of Manager. Owner agrees to keep confidential Group Purchasing Contracts terms and prices, and any other information identified as confidential associated with such contracts. Purchases and supplies purchased through any Group Purchasing Contract are the responsibility of Owner and are Project Costs. If Manager receives any rebates associated with Owner's participation in a Group Purchasing Contract, Manager will distribute a portion of such rebate to Owner in proportion to Owner's purchasing volume leading to the applicable rebate.

I.12 Additional Services. Additional Services include those that are identified specifically in this Agreement as well as other services that are outside the scope of Manager's standard services for regular operations of the Project. Additional Services, upon consultation and approval from Owner, include but are not limited to:

I.12.1 Crisis communications, strategic counsel, media relations management and document drafting;

I.12.2 Project repositioning or major expansion projects, including financial feasibility studies and pro formas;

I.12.3 Project management for social media, digital media, and website design;

I.12.4 Setup, integration and compatibility efforts for any software, systems, procedures, processes, or clock and payroll systems other than Manager's standards; and

I.12.5 Financial advice and consultation services provided beyond what is identified in this Agreement.

ARTICLE II

Project Operations

II.1 Project Personnel. Manager shall be responsible to recruit, hire, train, promote, direct and terminate, in accordance with all laws, ordinances and regulations, all on-site personnel necessary to maintain and operate the Project. On-site personnel shall be solely in Manager's employ. Manager shall have in its employ at all times a sufficient number of capable employees, including on-site personnel, to enable it to properly, adequately, safely, and economically operate, maintain, and account for the Project. For all purposes of this Agreement all Project personnel are solely and exclusively the employees of Manager or Ecumen and not employees of Owner.

II.2 Learning and Development Programs. Manager will provide access to its own training programs and arrange for access to those provided by Ecumen, for a reasonable number of the facility staff. Training topics would cover Manager's standard operating procedures and compliance topics. Additional training needs may be identified and Manager will assist in procuring training with affiliated resources. Travel costs incurred by Project personnel, including the Project Administrator, to attend staff training programs, as well as the cost of any third-party training programs, shall be a Project Cost as defined in Section III.1.

II.3 Professional Networking. Manager shall arrange for Project personnel to have access to and be included in all networking and informational opportunities provided by Manager and by Ecumen when appropriate. Travel costs incurred by Project personnel, including the Project Administrator, to attend networking and informational opportunities shall be a Project Cost, as defined in Section III.1, below.

II.4 Licenses and Provider Agreements. Owner shall maintain all required licenses for operation of the Project including licensure as an assisted living facility. Owner shall be the licensed operator of the Project. Manager shall be responsible for submitting all filings and reports necessary to maintain such licensure and registration for the Project on behalf of Owner, the Project and itself, and Owner shall cooperate with Manager on such filings as necessary. Owner shall notify Manager within ten days of any change in its ownership or its management officials. If it is required that the Parties' names be listed on a license, registration, permit, admission agreement, residency agreement, or on any application therefore, such listing shall clearly reflect the respective capacities of Owner as licensed operator and Manager as manager.

II.5 Compliance with Programs. Without limiting Owner's ultimate responsibility and authority over the operations of the Project, Manager shall be responsible for compliance with all applicable regulations and program guidelines required for the leasing, management, and operation of the Project including without limitation Minnesota Statutes Chapter 144G and all regulations promulgated thereunder. Manager represents that Manager is generally familiar with regulations and guidelines similar to those in effect with respect to the Project. Manager will take such actions as may be necessary to promptly remedy or contest any and all

government orders or other requirements affecting the Project, whether imposed by federal, state, county, or municipal authority, subject, however, to the limitation stated with respect to repairs. Manager shall take no such action so long as Owner is contesting, or has affirmed its intention to contest, any such order or requirement. Manager will notify Owner in writing of all notices of such orders or other requirements, within seventy-two (72) hours from the time of their receipt.

II.6 No Inconsistent Tax Position. Manager agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to Owner with respect to the Project. Without limiting the generality of the foregoing, Manager agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Project. Manager specifically acknowledges and agrees that this Agreement is not a lease, and provides for no rights of any kind to Manager as a lessee.

ARTICLE III

Project Costs and Receipts

III.1 Project Costs. Owner shall be responsible for all costs and expenses of operating and maintaining the Project ("Project Costs") and ensuring funds are available to pay Project Costs as and when due, including but not limited to:

III.1.1 Salaries, wages, bonuses, fringe benefits, payroll taxes, employment taxes, severance related costs and insurance, including worker's compensation and related costs of Project personnel, including but not limited to the Project Administrator and on-site Project staff;

III.1.2 Travel costs incurred by Project personnel, including Project Administrator, to attend networking and leadership conferences sponsored by Manager or Ecumen, as applicable;

III.1.3 All capital and expense costs incurred for maintenance, repair, cleaning, improvement, and related work for the Project, its equipment and facilities;

III.1.4 All charges of accountants, lawyers, consultants or other outside experts retained by Owner or for the account of the Project, including but not limited to attorney's fees and other necessary costs incurred in connection with actions to enforce resident leases and in connection with regulatory compliance, financing, human resource and union negotiation matters;

III.1.5 Licenses, fees, assessments, permits, certifications, inspections, refunds, fines or penalties and other governmental requirements, and other charges in connection with the Project. Owner will be notified of any fines or penalties.

III.1.6 All costs for acquiring and maintaining IT systems and software licenses for all IT hardware and software required under Section V.1, including reimbursement to Manager for the allocable portion of license fees acquired through system-wide licenses;

III.1.7 All costs incurred for the engagement of outside vendors or parties for advertising, promotion, team member apps, creative design, printing, association dues, publications, and related expenses attributable to the Project, including the expenses of any marketing agent or consultant retained by Owner;

III.1.8 All sums payable for debt service obligations, amounts due under other financing arrangements or leases, taxes and assessments and Owner insurance policies;

III.1.9 All reasonable out-of-pocket disbursements of Manager's staff in the course of performing the services hereunder, including reasonable travel costs to attend Owner meetings and perform its obligations under the contract;

III.1.10 All costs incurred by Manager directly related to and allocable to the Project, including but not limited to the allocable portion of shared services provided by Manager for the Project such as triage nursing, coding specialists, staffing and scheduling, pharmacy consulting, and integrated claims & billing management, the cost of providing temporary coverage for key Project leadership positions when vacant, Manager's reasonable attorney fees in defending against claims asserted against Manager and/or any of its personnel relating in any way to the services provided by Manager or any of its personnel under this Agreement; and

III.1.11 The Monthly Management Fee, Additional Charges, and, if applicable, Offboarding Fee, payable to Manager.

III.2 Manager Costs. Manager shall be responsible for its own general and administrative overhead, including the costs of its central offices, office supplies, compensation costs of its own staff (other than the Project personnel, Administrator and any other on-site staff), and general expenses incurred by Manager which are not related to, or allocable to, the Project or the services provided pursuant to this Agreement under generally accepted accounting principles.

III.3 Collection Of Rents And Other Receipts. Manager will collect, when due, all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of the Project and provision of services to residents. Such receipts (except for resident's security deposits, which will be handled as specified in Subsection I.6.2 above) will be deposited in an account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation. This account will be carried in the Project's name and designated of record as Rental Agency Account. If Manager will have custody of residents' personal funds (other than security deposits), Manager will provide Owner with a monthly accounting of such funds, will meet all legal requirements related to holding and accounting for resident funds and will maintain, and provide evidence thereof upon request, a performance bond or insurance in sufficient amounts to specifically cover losses of resident funds.

III.4 Disbursements From Rental Agency Account.

III.4.1 From the funds collected and deposited by Manager in the Rental Agency Account, Manager will promptly disburse when payable all sums due and payable

by Owner as Project Costs (as defined above) and as authorized in the approved budget or otherwise under the terms of this Agreement, including compensation payable to Manager for its services hereunder.

III.4.2 Except for the disbursements mentioned in Subsection III.4.1 above, funds will be disbursed or transferred from the Rental Agency Account only as Owner may from time to time direct in writing.

III.4.3 In the event the balance in the Rental Agency Account is at any time insufficient to pay disbursements due and payable under Subsection III.4.1 above, Manager will inform Owner of that fact, and Owner will then remit to Manager sufficient funds to cover the deficiency. In no event will Manager be required to use its own funds to pay such disbursements.

III.5 Budgets. Manager will prepare a recommended operating budget for each year during the term of this Agreement, which will include, among other things, an annual budget for capital expenditures and dispositions described by functional purpose and specific maximum amounts. Manager will submit the same to Owner, at least thirty (30) days before the beginning of the year, and Owner shall notify Manager of any objections or changes to the recommended budget in writing within fifteen (15) days of receiving the recommended budget from Manager. Owner shall discuss any suggested changes in the budget with Manager immediately thereafter, shall carefully and reasonably consider Manager's position with regard to every element of the budget, and shall establish a final budget in writing only after such discussion and consideration. Manager shall have the right to submit written objections to the budget established by Owner, setting forth the position of Manager concerning which Project goals or standards will be jeopardized by the budget that is established, but Owner will retain and exercise ultimate control over the budget. Manager will keep Owner informed of any anticipated deviation from the receipts or disbursements stated in the approved budget.

III.6 Records and Reports. Manager will have the following responsibilities with respect to records and reports:

III.6.1 Establish and maintain a comprehensive system of records, books, and accounts in a manner satisfactory to Owner and consistent with Manager's standard financial and statistical reporting package. As allowed by law, all records, books, and accounts will be subject to examination at reasonable hours by any authorized representative of Owner.

III.6.2 Prepare a monthly financial report, comparing actual and budgeted figures for receipts and disbursements, and will submit each such report to Owner within thirty (30) days after the end of the month covered.

III.6.3 Furnish such information (including occupancy reports) as may be requested by Owner from time to time, with respect to the financial, physical, or operational condition of the Project.

III.6.4 Prepare documents for compliance with licensing requirements and to comply with regulatory agency requests and requirements.

III.6.5 Provide Ecumen standard statistical reports, analyses, and executive-level reports.

III.6.6 Assist with Owner's annual external financial audit with respect to the Project.

III.7 Accounts Payable Processing. Manager will provide weekly payment processing of vendor payments. The Project Administrator is responsible for ensuring that vendor payments submitted for payment have been authorized and approved. The procedures for accounts payable processing are further described in Exhibit B.

III.8 Refinancing. Assistance with arranging refinancing of Owner's existing debt is an Additional Service.

ARTICLE IV Owner Responsibilities

IV.1 Owner Responsibilities. Owner will:

IV.1.1 Retain and exercise overall authority and responsibility for the operation of the Project. Notwithstanding anything herein to the contrary, Owner and Manager agree that Owner shall at all times monitor and exercise control over the affairs of the Project as required under federal, state and local laws and applicable accreditation requirements. Owner remains legally responsible for the management, control, and operation of the Facility and is directly responsible to residents for all housing and service-related matters provided. Nothing in this Agreement is intended to alter, weaken, displace or modify the responsibility of Owner.

IV.1.2 Furnish Manager with a complete set of plans and specifications for the Project and copies of all guaranties and warranties pertinent to construction, fixtures, and equipment, as soon as possible. With the aid of this information, and through inspection by competent personnel, Manager will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Project, and especially (as appropriate) the electrical, heating, plumbing, air-conditioning and ventilating systems, elevators, and all other mechanical equipment.

IV.1.3 Respond in a timely fashion to and cooperate reasonably with management recommendations of Manager.

IV.1.4 Take such actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by federal, state, county, or municipal authority.

IV.1.5 At all times Owner is solely responsible to comply with all tax and charitable donation requirements, as applicable.

IV.1.6 Obtain and maintain during the life of this Agreement all insurance coverage required in Section VIII.1.

IV.1.7 Establish a lead contact person who will be responsible for Owner's oversight and control of the Project who will communicate with Manager about significant changes, budgetary variances, or emergencies. The lead contact person will inform all other Owner representatives and interested persons of significant decisions. Manager and Owner's executive team will meet as needed but no less often than quarterly.

IV.1.8 Maintain a minimum balance in the Rental Agency Account of 45 days cash on hand, making additional deposits into such account as necessary to maintain this minimum balance.

IV.1.9 Use Manager's standard software systems (as detailed in Article V below) and administrative systems, procedures and processes for functions within Manager's scope of services. If Owner elects to use software, systems, procedures and processes other than Manager's standards, Manager must agree and Manager's efforts to customize and integrate systems, and operate these custom systems, will be Additional Services. If such customization is agreed to, Owner must provide Manager and Project personnel access to its software and systems and technology administration and support.

ARTICLE V

Information Technology

V.1 Owner's Responsibilities. With respect to information systems and technology, Owner will:

V.1.1 Provide compatible information systems to integrate with Manager's information systems.

V.1.2 Establish and maintain a high speed internet connection.

V.1.3 Comply with Manager's established IS standards related to security policies, anti-virus protection, equipment standards, and LAN (Local Area Network) and VPN (Virtual Private Network).

V.1.4 Adopt Manager's standard software systems, including but not limited to: timekeeping, billing, electronic health record, learning management system, resident/family satisfaction software, preventative maintenance software, employee APP, human resources information system (HRIS), employee onboarding and training tools, email and document software.

V.2 Manager's Responsibilities. With respect to information systems and technology, Manager will:

V.2.1 Provide Project personnel access to that software and systems necessary to perform their job functions, and associated administration troubleshooting and support.

V.2.2 Provide periodic opportunities for Owner's technology and operations support staff and user training.

V.2.3 Provide access to technical assistance telephone support through Manager's third-party contracted 24/7 support.

V.2.4 Establish standards for security and network services.

ARTICLE VI

Term and Termination

VI.1 Term of Agreement. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

VI.2 Automatic Renewal. This Agreement will automatically renew for additional one (1) year terms (each, a "Renewal Term") unless either Party notifies the other not less than ninety (90) days in advance of such Renewal Term of the Party's intent to not renew, or unless otherwise terminated as provided for in Section VI.3 of this Agreement. If this Agreement is terminated during the course of any one (1) year Renewal Term, the Parties may only enter into a new agreement for the same or similar services during such term if the financial terms do not vary from this Agreement.

VI.3 Termination. This Agreement may be terminated as follows:

VI.3.1 Without Cause. This Agreement may be terminated by either Party for any reason or no reason upon one hundred twenty (120) days written notice to the other Party.

VI.3.2 With Cause. This Agreement may be terminated by either Party with cause upon default by the other Party under any material term of this Agreement and failure to cure such default within thirty (30) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, the Agreement will be deemed terminated without further action.

VI.3.3 Fire or Casualty. This Agreement shall automatically terminate as of the date upon which any substantial portion of the Project is destroyed by fire or other casualty and is not rebuilt by Owner, or if any substantial portion of the Project is taken by governmental authority under the exercise of eminent domain. Upon such termination, all accrued unpaid fees (including without limitation Monthly Management Fees and Additional Charges) will be immediately due and payable.

VI.3.4 Failure to Pay Fees. This Agreement may be terminated by Manager upon thirty (30) days written notice to Owner in the event that any Onboarding Fee, Monthly Management Fee, or Additional Charge is not paid in accordance with the terms of this Agreement.

VI.3.5 Mutual Agreement. This Agreement may be terminated by mutual agreement of the Parties within ninety (90) days of which the Parties enter into such written agreement.

VI.3.6 Non-Renewal. This Agreement may be terminated by either Party with notice to the other in advance of any Renewal Term as set forth in Section VI.2.

VI.3.7 Renewal Term Management Fee. This Agreement may be terminated if the Parties are unable to reach agreement on the Monthly Management Fee for a Renewal Term as set forth in Section VII.2.2.

VI.3.8 Merger or Sale. This Agreement may be terminated by Manager upon sixty (60) days written notice in the event of the merger of Owner with another organization or upon the sale of substantially all of Owner's assets to another organization.

VI.3.9 Bankruptcy, Insolvency or Dissolution. This Agreement may be terminated by either Party upon the bankruptcy, insolvency or dissolution of Manager or Owner.

VI.3.10 Misconduct. This Agreement may be terminated by Owner upon thirty (30) days written notice in the event of any theft, embezzlement, defalcation, fraud, intentional property damage, or similar act or omission on the part of any officer, employee, agent, or contractor of Manager.

VI.3.11 Insurance. This Agreement may be terminated by either Party upon thirty (30) days written notice if either Party fails to maintain insurance as required under this Agreement.

VI.3.12 Change in Law. In the event any provision of this Agreement is in conflict with current or subsequent state or federal law, the Parties agree to negotiate in good faith to amend this Agreement to comply with the law. In the event the Parties are unable to reach agreement through negotiations within ninety (90) days of becoming aware of a conflict between the terms of this Agreement and state or federal law, either Party may terminate this Agreement effective immediately upon notice in writing to the other Party.

VI.4 Remedies Available. Upon the occurrence of any of the above grounds for Termination, the terminating Party may take any one or more of the following actions:

VI.4.1 bring any action at law or in equity for damages, equitable relief, or any other remedy; or

VI.4.2 terminate this Agreement.

VI.5 Effect of Termination. In the event Owner terminates or does not renew the Agreement under the circumstances specified in Section VII.4, a one-time Offboarding Fee shall apply as provided in Section VII.4. Termination of this Agreement by either Party shall not affect or impair any rights or obligations that have accrued prior to the effective date of termination. Neither Party, by electing to terminate, shall be deemed to have elected a remedy or waived any

cause of action for damages or other relief. Within a reasonable time after termination, the Parties shall account to each other with respect to all matters outstanding on the date of termination, shall satisfy and adjust all payments, allocations, and obligations owing between them, and shall deliver to the other Party all records, papers, and property of each other in their possession.

ARTICLE VII

Compensation and Terms of Payment

VII.1 Fee Structure. Fees payable to Manager include a Monthly Management Fee, Additional Charges, if applicable, and an Offboarding Fee in certain circumstances, as further detailed below. These fees are in addition to the reimbursable costs of Manager that are included in Project Costs.

VII.2 Monthly Management Fee. During the term Owner will pay Manager a Monthly Management Fee pursuant to the following schedule:

Initial Year 1:	\$6,000 per month
Initial Year 2:	\$6,400 per month
Initial Year 3:	\$7,000 per month

All Renewal Term Management Fees shall be determined by the parties prior to August 1 of the effective calendar year; such monthly fee increase shall be no less than 2.5% of the prior year and no more than 10% of the prior year.

VII.3 Additional Charges. The hourly rate for Additional Services is \$200 per hour except for crisis management services for which the rate is \$250 per hour, in addition to the Monthly Management Fee.

VII.4 One-Time Offboarding Fee. If Owner (a) terminates this Agreement without cause pursuant to Section VI.3.1; or (b) elects not to renew this Agreement pursuant to Section VI.3.6, Owner will pay Manager a one-time Offboarding fee of \$0 (the "Offboarding Fee").

VII.5 Payment Schedule. Manager will invoice Owner for all charges and expenses on or before the last day of each month. Owner shall submit payment to Manager no later than the last day of the following month.

By way of example only, services provided in May will be invoiced no later than the last day of June and payment will be due no later than the last day of July.

If Owner fails to make any payment when due then, in addition to all other remedies that may be available to Manager, Manager may charge interest on the past due amount at a rate of one and one-half percent (1.5%) calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

VII.6 Annual Adjustments. In advance of the expiration of the Initial Term and each year thereafter in advance of the Renewal Term, Manager will provide Owner a notice of the proposed

rates for all fees for the next Renewal Term, and if Owner does not object within thirty (30) days of the date of such notice, the rates will be deemed accepted and this Agreement will be deemed amended accordingly. If necessary, the Parties will negotiate payment rates in good faith to ensure that they remain at fair market value. If Owner and Manager are unable to agree on an updated payment rate within thirty (30) days of commencing negotiations, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. These rates may be modified no more than once every twelve (12) months by the written agreement of the Parties.

VII.7 Fair Market Value. The amount of or formulas for Manager's compensation and reimbursement may be adjusted to the extent necessary (if at all) in the opinion of Lathrop GPM LLP, Minneapolis, Minnesota or other nationally recognized bond counsel to comply (as applicable) with (1) U.S. Department of Treasury Revenue Procedure 2017-13 or otherwise to avoid potential loss of characterization of interest on any debt obligations of Owner as exempt from federal income tax; or (2) certifications to and agreements made with the U.S. Department of Housing and Urban Development regarding management of the Project. Such adjustment shall be in writing and shall be deemed to be an amendment to this Agreement. These fees reflect fair market value rates and reasonable compensation arrived at through arm's length negotiations between the Parties, and the volume of services does not exceed that which is reasonably necessary to accomplish the commercially reasonable purposes of this Agreement. These fees are not intended to relate to and do not, in fact, reflect the volume or value of referrals, if any, between the Parties.

ARTICLE VIII

Insurance and Indemnification

VIII.1 Owner's Insurance.

VIII.1.1 Owner shall obtain and maintain in full force and effect at all times during the term of this Agreement and at Owner's cost, the following insurance coverages or comparable program(s) of self-insurance:

VIII.1.1.1 physical damage (e.g., basic causes of loss form, fire and extended coverage endorsement, boiler and machinery, electronic data, etc.) including endorsements for employee crime and a minimum of one year loss of income (Business Interruption);

VIII.1.1.2 commercial general liability against liability for loss, damage, or injury to person or property which might arise out of the use, occupancy, management, operation or maintenance of the Project with minimum limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate;

VIII.1.1.3 automobile liability insurance (including hired and non-owned auto liability) of \$1,000,000 each accident limit, if applicable for the Project;

VIII.1.1.4 directors and officers liability (if applicable) with minimum limits of \$1,000,000 per claim;

VIII.1.1.5 an umbrella policy with minimum limits of \$2,000,000.

VIII.1.2 Manager will be named as an additional insured on Owner's commercial general liability insurance policy with respect to the Project. Such insurance policy shall also contain endorsements which reflect the primary liability of Owner's insurance carriers for all covered losses excluding those for unemployment compensation and workers' compensation for the Project Administrator, notwithstanding any other insurance which may be maintained by Manager. Owner shall include in its physical damage insurance policy covering the Project and Owner's personal property, fixtures, and equipment located thereon, and Manager shall include in any physical damage insurance policies maintained by Manager covering Manager's furniture, furnishings, or fixtures situated at the Project, appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies. Owner shall defend, indemnify, and hold and save Manager harmless from any liability on account of loss, damage, or injury covered by Owner's insurance, or resulting from the failure of Owner to obtain and maintain all required coverages as required in this Section VIII.1.

VIII.1.3 Manager agrees:

VIII.1.3.1 to take no action which might bar Owner from obtaining protection afforded by any policy of Owner or which might prejudice Owner in its defense to a claim based on such loss, damage, or injury; and

VIII.1.3.2 that Owner shall have the exclusive right, at its option, to conduct the defense to any claim, demand, or suit within limits prescribed by the policy or policies of insurance; provided, however, that Manager and its affiliates shall be included in any release entered into by Owner related to such a claim, demand or suit.

VIII.1.4 The coverages required in this Section VIII.1 shall not be terminable or non-renewable except upon thirty (30) days prior written notice to Manager. Manager shall furnish whatever information is requested by Owner for the purpose of establishing the placement of insurance coverages and shall aid and cooperate in every reasonable way with respect to such insurance and any loss thereunder. Owner shall provide evidence to Manager of the insurance coverages required herein and copies of the endorsements naming Manager as an additional insured.

VIII.2 Manager's Insurance. Manager shall carry workers' compensation and employer's liability for its employees, commercial general liability, and breach liability/cyber insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate limit. All liability policies will name Owner as an additional insured and will provide that they will not be cancelled, amended or not renewed except on thirty (30) days prior written notice to Owner.

VIII.3 Mutual Obligations. Each Party will authorize its insurance carrier to issue to the other Party a certificate of insurance upon the other Party's request. Each Party will notify the other no later than ten (10) days of any actual or threatened claim, action, or proceeding related to activities undertaken pursuant to this Agreement and will cooperate in all respects with the other

Party in the defense of any such claim, action, or proceeding. Each Party will provide the other with notice within ten (10) days of any cancellation, termination or material alteration of any such insurance policies. Prior to the expiration or cancellation of any such policies, that Party will secure replacement of such insurance coverage upon the same terms and will furnish the other Party with a certificate of insurance. Failure of such Party to secure replacement coverage in the event of such cancellation, termination or material alteration of any such insurance policies will be a default hereunder, and the other Party will have the option to terminate this Agreement pursuant to Section VI.3.

VIII.4 Cooperation. Should any claims, demands, suits, or other legal proceedings be made or instituted by any person (other than Manager) against Owner which arise out of any of the matters relating to this Agreement, Manager shall give Owner all pertinent information and reasonably cooperate (at no cost or expense to Manager) in the defense or other disposition thereof. Should any claims, demands, suits, or other legal proceedings be made or instituted by any person (other than Owner) against Manager which arise out of any of the matters relating to this Agreement, Owner shall give Manager all pertinent information and shall reasonably cooperate (at no cost or expense to Owner) in the defense or other disposition thereof.

VIII.5 Mutual Indemnification. Each Party (the "Indemnifying Party") will indemnify, defend and hold harmless the other Party, any related entities, and each of their directors, officers, and employees from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, costs and expenses, including but not limited to, reasonable attorneys' fees, costs and interest, asserted against, imposed upon or incurred by the other Party that arises out of, or in connection with, the Indemnifying Party's default under or failure to perform any contractual or other obligations or undertaking under this Agreement, or the malpractice or negligence of the Indemnifying Party or its employees, agents or representatives in the discharge of its professional responsibilities, or any other negligent act or omission to act of the Indemnifying Party, its directors, officers, employees, agents or representatives arising under this Agreement.

ARTICLE IX

Miscellaneous

IX.1 Arbitration. Except as provided herein with respect to injunctive relief, any dispute between the Parties arising under, or out of, or in connection with or in relation to this Agreement must be submitted to binding arbitration under the authority of the Federal Arbitration Act, and will be arbitrated in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will take place before a single arbitrator in the County of Carver, Minnesota, or at such other place as is mutually agreed to by the Parties. If the Parties cannot mutually select an arbitrator, the selection process will be governed by the AAA rules. The arbitrator shall be bound by judicial principles and must apply principles of law. If a Party has a claim for injunctive relief, the Party may apply for such relief to the state or federal courts of Minnesota.

IX.2 Relationship of the Parties. The relationship between the Parties hereto shall be solely that of independent contractors. This Agreement shall not be deemed or construed as a lease, a partnership, or a joint venture. Manager shall have no authority to bind Owner to any obligations and shall not be liable for any obligations of Owner, except to the extent specifically stated herein.

Manager has no role or relationship with Owner that would substantially limit Owner's ability to exercise its rights under this Agreement.

IX.3 Assignment and Delegation by Manager. Manager shall not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Owner, except that Manager may at its discretion and with notice to Owner assign its rights and obligations under this Agreement to Ecumen or another affiliate of Ecumen of which Ecumen is the sole owner, member, or shareholder. Owner acknowledges and accepts that Manager obtains from Ecumen all of its personnel, including the Project Manager, as well as its central office administrative support.

IX.4 Books of Accounts. It is hereby agreed that Manager, on behalf of the Owner, shall maintain adequate and separate books and records for the Project, the entries to which shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded. Manager shall ensure commercially reasonable control over theft, error, or fraudulent activity on the part of Manager's employees or agents.

IX.5 Access to Records. The books, records, files, documents, and other materials prepared or obtained by Manager for the Project, or copies thereof, shall be available to Owner, its agents, attorneys, and accountants, during normal business hours and upon reasonable advance notice. Manager shall also promptly respond to all questions or requests for information from Owner with respect to such records (subject to any limitations required by applicable law).

IX.6 Non-Solicitation: Owner hereby agrees, except with Manager's prior written consent to be granted or withheld in Manager's sole discretion, not to solicit or entice directly, during the term of this Agreement, any director, officer, employee, agent, or consultant of Manager, Ecumen or another affiliate of Ecumen (collectively, an "Ecumen Employer") to leave the employment or other relationship with the applicable Ecumen Employer. Should Owner solicit any director, officer, employee, agent, or consultant of an Ecumen Employer in violation of this Agreement and any director, officer, employee, agent, or consultant leaves the employment or other relationship with an Ecumen Employer because of such said solicitation, then Owner agrees to pay Manager as a penalty an amount equal to Manager's annual compensation under this Agreement based on the most recent year's annual compensation.

IX.7 Notices. Any notices, demands, or consents required or permitted to be given by either Party hereunder shall be in writing and shall be deemed validly given or delivered on the date of personal service or on the third (3rd) day after deposited in the United States mail, certified or registered, postage prepaid and properly addressed, return receipt requested, or by recognized overnight courier, next day delivery, charges prepaid, to the Parties at their respective addresses set forth below, or to such other addresses as either Party may designate by notice to the other Party given in the same manner:

If to Owner: Mayor
City of Norwood Young America
310 Elm Street West
PO Box 59
Norwood Young America, MN 55368

If to Manager: Ecumen Services, Inc.
Attn: Chief Executive Officer
3530 Lexington Avenue North
Shoreview, Minnesota 55126

IX.8 Waiver. The failure of either Party at any time to enforce its rights hereunder shall not affect or impair that Party's right to exercise said rights thereafter. No delay on the part of either Party in the exercise of any right, power, or remedy shall exist or be effective unless such waiver is made in writing and signed by the Party to be bound thereby. All rights and remedies under this Agreement shall be cumulative. The exercise of any right, power, or remedy hereunder or under applicable law shall not be deemed an election of remedies or waiver of any other right.

IX.9 Construction. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The singular and plural shall each include the other, and this Agreement shall be read accordingly when required by the facts. Any reference to any federal, state, local, or foreign statute or law shall be deemed as so to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

IX.10 No Third-Party Benefits. Nothing expressed or implied in this Agreement shall be construed to convey any legal or equitable rights, benefits, remedies, or claims upon any person other than the Parties hereto; this Agreement is intended for the sole and exclusive benefit of Owner and Manager.

IX.11 Severability. If any term, condition, covenant, or provision of this Agreement, for any reason and to any extent, shall be or be declared or determined to be invalid or unenforceable, then such term, condition, covenant, or provision shall be severed from this Agreement and nothing contained in such term, condition, covenant, or provision and nothing in the application of such term, condition, covenant, or provision to other terms, conditions, covenants, provisions, persons, or circumstances shall in any way affect any other part of this Agreement, all of which shall be enforceable to the maximum extent permitted by law; provided, however, that no provision shall be severable if such severability causes this Agreement to be in violation of Rev. Proc. 2017-13 or otherwise contrary to Owner's financing requirements.

IX.12 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to conflict of law principles.

IX.13 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes and takes the place of any and all prior agreements, written or oral. This Agreement specifically replaces and supersedes any and all prior agreements between the Parties related to Manager's management of the Project including without limitation that certain Management Agreement between the Parties with Effective Date of January 1, 2013.

IX.14 Amendments. No amendment or modification to this Agreement shall be effective unless in writing and signed by both Parties.

IX.15 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns, including without limitation any purchaser or transferee of the Project or its assets.

IX.16 Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IX.17 Medical Data Privacy and Security. By execution of this Agreement, Owner and Manager agree to abide by the terms of the Business Associate Provisions regarding Medical Data Privacy and Security, as provided at Exhibit A, the terms of which are hereby incorporated into and become effective with execution of this Agreement.

IX.18 Confidentiality. Each party acknowledges that it has been and will be privy to certain Confidential Information of the other parties in connection with the negotiation, execution and implementation of this Agreement.

IX.18.1 Definitions. For purposes of this Section IX.18 the following definitions apply:

“Confidential Information” means all information of the parties, in any form whatsoever, including, but not limited to the following: all patient records and other patient information; all ideas, protocols, formats, policies, processes, work sheets, manuals; test reports, products and product developments; lists of patients, clients, customers, contractors, providers and referral sources; beneficiary, subscriber, enrollee or client lists; enrollment materials and enrollee identification materials; provider agreements, group or member contracts and administrative services agreements; provider education materials, quality assurance manuals, credentialing materials, cost of service materials and utilization management materials; methods, techniques, business property, systems, marketing and advertising concepts and materials, and contractual and financial information; computer programs, software, hardware equipment and electronic data bases, claim reports and formats; management information reports and formats, billing reports, formats and methods; documentation, books, agreements, records, data and the like; and any materials labeled “Confidential” by a party; any of which have been or may be disclosed to the other party in the course of the parties’ dealings.

“Discloser” means the discloser of Confidential Information hereunder. Any of the parties may be considered a Discloser hereunder.

“Recipient” means the recipient of Confidential Information hereunder. Any of the parties may be considered a Recipient hereunder.

IX.18.2 Use of Confidential Information. A Recipient shall not use (or permit to be used) any Confidential Information for the benefit of any person, or private or public entity, other than the Discloser, or in any manner contrary to the best interests of the Discloser (as determined by the Discloser). A Recipient may use Confidential Information only in

connection with its obligations hereunder and under the related agreements. A Recipient may not develop, improve or market any product or service that uses the Confidential Information without first receiving the Discloser's express prior written consent to do so.

IX.18.3 Disclosure of Confidential Information. A Recipient shall not at any time disclose (or permit to be disclosed) any Confidential Information to any person, public or private entity or competitor of Discloser, actual or possible, whether disclosed to Recipient by Discloser or any other person or entity except: (i) to the Recipient's employees, officers, attorneys or consultants on a need-to-know basis, provided that if disclosure is to a non-employed agent of Recipient, Recipient must first obtain a written confidentiality agreement signed by Recipient and such third party that contains terms and conditions no less restrictive than the terms of this Section IX.18; (ii) to the extent disclosure is required by law pursuant to a duly-issued order of a court or agency of competent jurisdiction, provided that any party so disclosing shall inform the Discloser of such order prior to disclosure; (iii) to the extent required by law or sound medical practice or to ensure patient safety; or (iv) to the extent any such Confidential Information is already in the public domain through no fault of the Recipient.

IX.18.4 Protection of Confidential Information. A Recipient shall protect (and shall cause to be protected) the confidentiality of Confidential Information in the same manner that it protects the confidentiality of its own proprietary and/or confidential information.

IX.18.5 Injunctive Relief. The Parties acknowledge and agree that the breach of this Section IX.18 by a Party shall result in irreparable harm to the other Party. Therefore, in addition to any and all other remedies available to the non-breaching Parties at law or equity, a non-breaching Party shall be entitled to injunctive or equivalent relief enjoining the breach of this Agreement.

IX.19 The Parties acknowledge and agree that a copy of this Agreement may be submitted to the Minnesota Department of Health in connection with Owner's application for licensure as an assisted living facility.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives, as of the effective date first above written.

ECUMEN SERVICES, INC.	NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into and effective as of the Effective Date of the Management Agreement by and between Norwood Young America Economic Development Authority, a political subdivision of the State of Minnesota (the "Covered Entity") and Ecumen Services, Inc. (the "Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. Pursuant to Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, ("HIPAA"), the Department of Health and Human Services ("HHS") has issued regulations at 45 C.F.R. Parts 160 and 164 (the HIPAA Security Rule, HIPAA Privacy Rule, the HIPAA Enforcement Rule and the HIPAA Breach Notification Rule, referred to collectively herein as the "Regulations") to protect the security, confidentiality and integrity of health information.

B. The Parties have entered into an agreement whereby Business Associate will provide certain services to Covered Entity (the "Management Agreement"), and, pursuant to such Management Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the Regulations.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to the provisions of this Agreement in order to comply with the Regulations.

I. Definitions and Term

The following terms are defined as set forth below. Any terms used but not otherwise defined in this Agreement have the definitions set forth in the Regulations and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and any regulations promulgated thereunder.

- a. "Business Associate" means Ecumen Services, Inc., a Minnesota business corporation.
- b. "Breach" shall have the meaning set forth in 45 C.F.R. § 164.402.
- c. "Covered Entity" means Norwood Young America Economic Development Authority, a political subdivision of the State of Minnesota.
- d. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. § 164.501 and shall include, but not be limited to, medical records and billing records about Individuals.

- e. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
- f. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- g. "Protected Health Information" or "PHI" means, subject to the definition provided at 45 C.F.R. § 160.103, individually identifiable health information that Business Associate receives from Covered Entity or creates, receives, transmits or maintains on behalf of Covered Entity for purposes of performing the services under the Management Agreement. Unless otherwise stated in this Agreement, any provision, restriction or obligation in this Agreement related to the use of PHI shall apply equally to EPHI.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or their designee.
- j. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations in an information system.
- k. "Subcontractor" means a person to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.
- l. "Unsecured PHI" shall have the same meaning as the term "Unsecured PHI" in 45 C.F.R. § 164.402.

Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form by Covered Entity to Business Associate, or is created, received, maintained or transmitted by Business Associate on Covered Entity's behalf, will be subject to this Agreement. The term of this Agreement will become effective upon execution of the Management Agreement and will continue as long as Business Associate has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulations.

II. Obligations and Activities of Business Associate

- a. Use and Disclosure. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate will not use or disclose PHI in a manner that would violate the Regulations if done by Covered Entity.

- b. HIPAA Security Rule. Business Associate will develop, implement, maintain and use appropriate safeguards, and comply with the Security Rule at Subpart C of 45 C.F.R. Part 164, with respect to EPHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. HIPAA Privacy Rule. Business Associate will comply with all requirements of the Privacy Rule at Subpart E of 45 C.F.R. Part 164 that apply to business associates.
- d. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- e. Subcontractors. In accordance with the requirements of the Regulations, Business Associate will ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions that apply to Business Associate with respect to that PHI.
- f. Reports of Impermissible Use or Disclosure of PHI; Security Incident. Business Associate will report to Covered Entity any use or disclosure of PHI not provided for or permitted by this Agreement of which it becomes aware, or any Security Incident of EPHI of which it becomes aware, within five (5) days of the date on which Business Associate first discovers the use, disclosure or Security Incident. In addition to its other obligations under this Agreement, Business Associate will take prompt action to correct any Security Incident or use or disclosure of PHI not permitted under this Agreement and any action pertaining to such Security Incident or unauthorized use or disclosure as required by applicable federal or state laws and regulations.
- g. Breaches of Unsecured PHI. Business Associate will report to Covered Entity any Breach of Unsecured PHI by Business Associate or any of its officers, directors, employees, Subcontractors or agents. All notifications of Breach of Unsecured PHI will be made by Business Associate to Covered Entity without unreasonable delay and in no event later than five (5) days of discovery. Business Associate will use the standard at 45 C.F.R. § 164.410(a) to determine when the Breach is treated as discovered. All notifications will comply with Business Associate's obligations under, and include the information specified in, 45 C.F.R. § 164.410 and include any other available information that Covered Entity is required to include in its notification to individuals pursuant to 45 C.F.R. § 164.404(c). In the event of a Breach by Business Associate, Business Associate will cooperate with Covered Entity to notify, (i) individuals whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed, and (ii) the media, as required pursuant to 45 C.F.R. § 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach.
- h. Access. In the event an Individual requests access to PHI in a Designated Record Set from Business Associate, Business Associate will provide Covered Entity with notice of the same within five (5) days. Business Associate will provide access, within ten (10) days of a request of Covered Entity and in the manner designated by Covered

Entity, to PHI in a Designated Record Set to Covered Entity, or, as directed by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 C.F.R. § 164.524 (Access). If the PHI that is the subject of a request is maintained by the Business Associate in a Designated Record Set electronically, Business Associate will provide an electronic copy of such information to the Covered Entity, or, as directed by the Covered Entity, to the Individual or the Individual's designee, in the format required by the Regulations and as directed by Covered Entity, in order to meet the Covered Entity's obligations under 45 C.F.R. § 164.524.

- i. Amendment. In the event Business Associate receives a request from an Individual for an amendment to PHI in a Designated Record Set, Business Associate will provide Covered Entity with notice of the same within five (5) days. Business Associate will make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 (Amendment) within ten (10) days of a request of Covered Entity or an Individual and in the manner designated by Covered Entity, in order to meet the Covered Entity's obligations under 45 C.F.R. § 164.526. Business Associate will incorporate any amendments to PHI it receives from Covered Entity and will notify Covered Entity of any amended PHI that it receives from third parties relating to Covered Entity's PHI.
- j. Accounting of Disclosures. Business Associate will document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to fulfill its obligations under the Regulations, including, but not limited to, responding to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, and will provide such information to Covered Entity or an Individual, in the time and manner designated by Covered Entity. Except in the case of a direct request from an Individual for an accounting related to treatment, payment or healthcare operations disclosures through an electronic health record, if the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate will, within five (5) days of a request, notify Covered Entity of the request. Covered Entity will either inform Business Associate to provide such information directly to the Individual, or it will request the information to be immediately forwarded to Covered Entity for compilation and distribution to such Individual, and Business Associate will provide such information in its possession within ten (10) days of Covered Entity's request. In the case of a direct request for an accounting from an Individual related to treatment, payment or healthcare operations disclosures through electronic health records, Business Associate will provide such accounting to the Individual in accordance with Section 13405(c) of HITECH and such regulations as are adopted thereunder. Covered Entity and Business Associate agree that the provisions of this section related to accounting of disclosures for treatment, payment and healthcare operations purposes from an electronic health record will only be effective as of such date such accountings of disclosures are required under HITECH. Business Associate and any agent or Subcontractors will maintain the information required for purposes of complying with this section for such period of time as is required under the Regulations and HITECH.

- k. Covered Entity's Obligations Under Privacy Rule. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- l. Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary for purposes of determining Covered Entity's compliance with the Regulations. Business Associate will notify Covered Entity regarding any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary, and upon request by Covered Entity, will provide Covered Entity with a duplicate copy of such PHI.
- m. Minimum Necessary. Business Associate and its Subcontractors, if any, will only request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure. Business Associates agrees, and it will ensure that its Subcontractors agree, to comply with Section 13405(b) of HITECH, any regulations issued thereunder or any guidance from the Secretary regarding what constitutes the definition of minimum necessary.
- n. Compliance with HITECH. Business Associate will comply with all requirements of Title XIII, Subtitle D of HITECH which are applicable to business associates, and will comply with all regulations issued by the Secretary to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and regulations.

III. Permitted Uses and Disclosures by Business Associate

- a. Required by Law. Business Associate may use or disclose PHI as Required by Law.
- b. To Carry Out Management Agreement. Except as otherwise limited in this Agreement, for purposes of the services provided as part of the Management Agreement, Business Associate may use or disclose PHI solely to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
- c. Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, as provided in 45 C.F.R. § 164.504(e)(4). In addition, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are Required by Law or Business Associate obtains, prior to the disclosure, reasonable assurances from the person to whom it is disclosed that such PHI will be held secure and confidential as provided pursuant to this Agreement and only disclosed as Required by Law or for the purposes for which it was disclosed to the third party, and that any

breaches of confidentiality of the PHI which becomes known to such third party will be immediately reported to Business Associate.

- d. Data Aggregation. Business Associate may use PHI to provide data aggregation services related to the health care operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

IV. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a. Notice of Privacy Practices. Covered Entity will provide Business Associate, upon request, with Covered Entity's Notice of Privacy Practices in effect at the time of the request.
- b. Revocation of Permission. Covered Entity will provide Business Associate with any changes in or revocation of permission by an Individual to use or disclose PHI to the extent such changes may affect Business Associate's permitted or required uses and disclosures.
- c. Restrictions on Use and Disclosure. Covered Entity will notify Business Associate of any material restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restrictions may affect Business Associate's use and disclosure of PHI.

V. Obligations of the Covered Entity

Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Regulations if done by Covered Entity.

VI. Termination

- a. Termination for Cause by Covered Entity. Notwithstanding any contrary termination provision of any other agreement between the Parties, Covered Entity is authorized to terminate this Agreement and the Management Agreement as described in this Section if Covered Entity determines that Business Associate has violated a material term of this Agreement. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity will provide written notice of such breach to Business Associate and provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, then Covered Entity may immediately terminate this Agreement; or Covered Entity may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.
- b. Effect of Termination.
 1. Except as provided in paragraph 2 of this section, upon termination of the Management Agreement, Business Associate will return or destroy all PHI received

from Covered Entity or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

VII. Indemnification

Each Party (the "Indemnifying Party") shall defend, hold harmless and indemnify the other Party (the "Indemnified Party") against any and all claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) asserted against, imposed upon or incurred by the Indemnified Party that arises out of, or in connection with, the Indemnifying Party's default under or failure to perform any contractual or other obligation, commitment or undertaking under this Agreement, or the negligence of the Indemnifying Party or its employees, agents, or representatives in the discharge of its or their responsibilities, or any other act or omission of the Indemnifying Party or its employees, agents or representatives. This provision will survive termination of the Agreement with respect to any claim, action, or proceeding by a third party that relates to acts or omissions occurring during the term of this Agreement.

VII. Miscellaneous

- a. **Survival.** The respective rights and obligations of Business Associate and Covered Entity under Sections II, VI, VII, and VIII of this Agreement shall survive the termination of this Agreement.
- b. **Interpretation.** Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA, the Regulations, and HITECH. In the event of any inconsistency between the provisions of this Agreement, the Management Agreement and the Regulations, the Regulations will control.
- c. **No Third Party Beneficiaries.** This Agreement is intended for the sole benefit of the Business Associate and Covered Entity and does not create any third party beneficiary rights.
- d. **Unenforceability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event either Party believes in good faith that any provision of the Agreement fails to comply with the then-current requirements of HIPAA, the Regulations, and other applicable law, including but not limited to HITECH and all regulations promulgated

thereunder, that Party will notify the other Party in writing. For a period of up to thirty (30) days, the Parties will address in good faith such concern and will amend the terms of this Agreement if necessary to bring it into compliance. If after such thirty (30) day period either Party in good faith believes that this Agreement fails to comply with HIPAA, the Regulations, and other applicable law, including but not limited to HITECH and all regulations promulgated thereunder, then that Party has the right to terminate this Agreement upon written notice to the other Party.

- e. Independent Contractors. Business Associate is not the agent of Covered Entity and Covered Entity does not control, supervise or instruct Business Associates or any Subcontractors. The Parties are independent contractors and nothing in this Agreement will be deemed to make them partners or joint venturers or make Business Associate an agent of Covered Entity.
- f. Entire Agreement. This Agreement is the entire agreement of the Parties related to its subject matter and supersedes all prior agreements between the Parties that were designated or qualified as business associate agreements and replaces all previous drafts, understandings and communications.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

COVERED ENTITY:

Norwood Young America Economic Development Authority

By: _____

Title: _____

BUSINESS ASSOCIATE

Ecumen Services, Inc.

By: _____

Title: _____

EXHIBIT B

Payroll and AP Funding Under Standard Third Party Management Contract

Ecumen's standard management contract specifies that receipts of all rents, charges and other amounts receivable in connection with the management and operations of the Project and provision of services to residents be deposited into an account, separate from all other accounts and funds. This account will be carried in the Project's name and designated as the Rental Agency Account.

Ecumen, as manager, will make disbursements from the Rental Agency Account for all amounts due and payable by Owner as Project Costs (i.e. vendor payments, including the Management Fee payable to Ecumen) as well as any amounts specified for allocation to a reserve for replacement fund, if applicable.

The approved annual operating budget provides support for the anticipated operating expenditure on a monthly basis and can be used to determine the recommended amount to be maintained in the Rental Agency Account during project ramp-up. Once a project is stabilized it should generate sufficient receipts to fund the operations.

Ecumen may make changes to these procedures from time to time with notice to Owner.

Standard Procedure

1. A Rental Agency Account is opened in the Project's name and funded with one month of operating costs based upon the approved annual budget.
2. Ecumen is provided "view only" access to the Rental Agency Account to enable verification that the account balance is sufficient to pay disbursements. This access is provided to Ecumen's Treasury Team who will verify the account balance on Wednesday of each week.
3. Ecumen's Treasury Team is provided authorization to pull funds from the Rental Agency Account to pay for weekly disbursements.
4. Funds for estimated payroll are pulled based on circumstances with true up to actual payroll to be paid on Thursday. AP disbursements will be pulled on Thursday.
5. In the event there is not a sufficient balance in the Rental Agency Account to fund disbursements, Ecumen's Treasury Team will contact the Owners Representative on Wednesday and Owner shall immediately deposit such amounts as necessary to ensure that funds are available in the account on Thursday.

Controls

The approved annual operating budget provides the structure of anticipated receipts and expenditures for the Project. The operations leadership at the Project understand that they are to

operate the site within the budget parameters and that any large or unusual transactions outside of the budget parameters must be approved by the Regional Director and by the Owner.

Monthly financial statements are prepared which includes a comparison of actual revenue and expenditures to the budget. The Project leader will provide explanations for any material variances from the budget to the Owner upon request.

Vendor Payments Process

1. This process does not pertain to Resident Refunds.
2. Invoices are received at the Business Unit ("BU") and routed to the on-site AP contact for entry into Oracle.
3. Invoices are entered into Oracle following the Site Invoice process and the Purchase Request / Purchase Order ("PO") is routed for approvals. Approvers are pre-determined based on the amount of the invoice. A PO# is required for payment.
4. Once a PO# is generated, the site emails the invoice to Oracle Email ID to be captured into Oracle.
5. Shoreview AP department validates invoices for payment.
6. Payments are processed weekly, invoices are paid according to the Supplier terms.
7. Payment batch details are reviewed each week; the AP team will work with the BU to resolve any discrepancies prior to final payment.
8. Treasury reviews cash requirements and confirms with the BU on any adjustments.
9. The BU will receive the following reports (or similar) on a weekly basis and should review for accuracy and submit questions to the Shoreview AP team:
 - a. Payment Register - Includes invoices and their payment details
 - b. Supplier Aging Report - Includes invoices not yet paid, the due date, and aging
 - c. Invoice Tracker Report - Confirms invoices submitted to Oracle Email ID
10. Checks are mailed out the same day they are processed; ACH payments are sent to the bank the same day and effective the following business day.



CITY COUNCIL MINUTES
December 13, 2021– 6:00 PM
City Council Chambers
310 Elm Street West
Norwood Young America MN 55368

Attendance:

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

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

OTHERS: Aaron and Angie Bean

1. Call City Council to Order:

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

2. Approve Agenda

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

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

4. Consent Agenda

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

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

5. Public Hearing

5.1 Truth in Taxation Presentation

Mayor Lagergren opened the public hearing at 6:04 PM.

Brumbaugh presented the information for the truth in taxation meeting. The total property tax levy will be \$3,324,167 with \$875,409 of that as the debt service levy. This means a 3.5% increase in property tax levy. For most property owners this will result in no increase or a minimal increase in city tax. The exception will be for property owners who see a significant increase in their property value.

Motion: CH/CS to close the public hearing at 6:08 PM. Motion passed 4-0.

6. Old Business

6.1 Discussion on Street Improvement Timeline

Lagergren shared a timeline on future debt payments through 2032. The information showed no significant decrease in payments until 2026. She also shared the information on proposed costs of additional street reconstruction projects based on 2020 dollars. Discussion on how the recent street projects were accomplished with no increase to property taxes due to the retirement of current debt. This may not be an option in the future. No suggested action taken 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

Brumbaugh reiterated the information from the Truth in Taxation Hearing. No questions or comments from Council

Motion: CS/AK to approve Resolution 2021-40 A Resolution Adopting Fiscal Year 2021 Final Property Tax Levy for the City of Norwood Young America for Collection in 2022. Motion passed 4-0.

7.2 Approve Resolution 2021-41 Adopting the 2022 Final General Fund Operating Budget for the City

Brumbaugh shared an overview of the budget to include the following:

- 2022 total revenue: \$3,061,320
- 2022 total expenditures: \$3,061,320
- 2022 total debt service levy: \$875,409

Motion: CS/AK to approve Resolution 2021-41 Adopting the 2022 Final General Fund Operating Budget for the City. Motion passed 4-0.

7.3 Approve Resolution 2021-44 Approving the Sale of Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition to AJB Properties, LLC

Hallquist shared updated information on a purchase agreement for the sale of 6.13 acres of land in the Industrial Park to AJB Properties, LLC (aka Greenwood Marina) at a total cost of \$267,022.80 plus three ERU's according to the city fee schedule and administrative costs. Lagergren reviewed that the CUP for outdoor storage, the Variance for accessory building height and the Final Site Plan had all been approved at the last Council meeting.

Motion: CS/AK to approve the updated Resolution 2021-44 Approving the Sale of Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition to AJB Properties, LLC. Motion passed 4-0.

7.4 Approve Resolution 2021-45 Approving Option Agreement for the Sale of Lot 2 and 3, Block 2 Tacoma West Industrial Park Fourth Addition to Waconia Manufacturing Inc.

Hallquist shared information on the Option Agreement for Waconia Manufacturing Inc with a nonrefundable Option Payment of \$45,477, which will be credited to the final purchase price. This option agreement allows Waconia Manufacturing to hold the land price until the company is ready to either start their expansion project or complete their current TIF district obligations with a final expiration date of November 2026.

Motion: CH/CS to approve Resolution 2021-45 Approving Option Agreement for the Sale of Lot 2 and Lot 3, Block 2 Tacoma West Industrial Park Fourth Addition to Waconia Manufacturing Inc. Motion passed 4-0.

7.5 Approve Resolution 2021-43 Opting to Increase Retirement Benefit Level for Firefighters vested in the Statewide Volunteer Firefighter Plan

Zumberge shared a request to increase the PERA benefit level for vested Norwood Young America Firefighters to \$3000 at a cost of \$1,633. The City has currently budgeted \$3500 to the PERA contribution. Zumberge will return at a later date to request the remainder of the budget as a voluntary contribution.

Motion: CS/AK to approve Resolution 2021-43 A Resolving Opting to Increase Retirement Benefit Level for vested Norwood Young America Firefighters to \$3000.

7.6 Approve the purchase of thirty sets of firefighters turnout gear from Municipal Emergency Services in the amount of \$79,488 with payment from ARP funds

Zumberge shared information on the current practice of decontaminating all turnout gear after a possible COVID exposure. This process takes approximately 4-6 hours which leaves firefighters without gear for responding to a call. The request will provide a second set of turnout gear for 30 firefighters to mitigate this concern. The monies will be spent from the American Relief Plan dollars.

Motion: CH/CS to approve the purchase of thirty sets of firefighter turnout gear from Municipal Emergency Services for \$79,488. Motion passed 4-0.

7.7 Approve the 2022 Carver County GIS Analyst Shared Position Agreement

Brumbaugh shared the 2022 agreement with Carver County for the shared GIS Analyst position. The rate has increased by \$1 to \$60 per hour. In addition, holidays, sick, vacation and training are shared on a percentage of the number of hours worked for the city.

Motion: CS/CH to approve the 2022 Carver County GIS Analyst shared position agreement. Motion passed 4-0.

8. Council Member and Mayor and Staff Reports

CH – Planning Commission: variance request from Railroad street

AK – none

CS – none

MM – none

CL – Updates on Highway 212 Phase 2 expansion plans

7.8 Closed Session on Labor Negotiation Strategy

Lagergren closed the session pursuant to MN State Section 13D.03 to discuss labor negotiations strategy at 6:44 PM.

Motion: CS/CH to close the closed session and open the regular meeting at 7:32 PM. Motion passed 4-0.

9. Adjournment

Motion: CH/CS to adjourn at 7:33 PM. Motion passed 4-0.

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 27, 2021

Payroll EFT

Check #	507001 - 507033	Fire	\$	14,592.68
Check #	507034 - 507039	council	\$	7,457.82
Check #	507040 - 507056		\$	19,404.70

Voided Checks

Check #	32625 - 32626	\$	-
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Prepays

Check #	32630	\$	290.32
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Claims Pending Payment

Check #	32587 - 32629 & 32631	\$	117,404.61
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Wire Transfer

Cardmember e-check

Grand Total	\$	<u>159,150.13</u>
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CITY OF NORWOOD YOUNG AMERICA

12/21/21 3:34 PM

Page 1

***Check Detail Register©**

Batch: 122121PAY,1227,122721

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
32587	12/27/21	ABDO			
E 101-41500-301		Auditing and Acct g Servic	\$4,000.00	451459	financial mgmnt plan update
		Total	\$4,000.00		
32588	12/27/21	ANCOMCOMMUNICATIONS, INC.			
E 101-42200-323		Radio Units	\$656.50	163036	mount radio in Chevy
		Total	\$656.50		
32589	12/27/21	CARDMEMBER SERVICE			
E 101-41400-433		Dues and Subscriptions	\$160.96		zoom subscription
E 101-41320-350		Print/Publishing/Postage	\$474.40		Nov. newsletter
E 101-41110-350		Print/Publishing/Postage	\$42.00		council email
E 601-49400-223		Repair/Maintenance Bldg/	\$8.75		coke to loosen curb stop
E 101-45200-207		Training Instructional	(\$35.00)		tree insp refund
E 101-45200-207		Training Instructional	(\$50.00)		double billed tree insp certi
E 101-45200-207		Training Instructional	\$50.00		tree insp certification
E 101-41940-223		Repair/Maintenance Bldg/	\$44.99		ice machine cleaner-Pavilion
E 101-41940-223		Repair/Maintenance Bldg/	\$313.58		janitor cart-Roy Clay & City Hall
E 101-43100-200		Office Supplies	\$55.99		printer ink
E 601-49400-200		Office Supplies	\$55.99		printer ink
E 602-49450-200		Office Supplies	\$55.98		printer ink
E 101-45200-223		Repair/Maintenance Bldg/	\$61.49		weed killer
E 101-43100-221		Repair/Maintenance Equip	\$143.99		wiring kit for elec repairs
E 101-43100-223		Repair/Maintenance Bldg/	\$29.99		tool holder
E 101-45200-207		Training Instructional	\$50.00		double bill for tree cert
E 101-42200-437		Maintenance Contract	\$572.00		911 - FD
		Total	\$2,035.11		
32590	12/27/21	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	2947	
		Total	\$1,035.09		
32591	12/27/21	CENTERPOINT ENERGY			
E 101-41940-383		Gas Utilities	\$19.76		
E 101-45500-383		Gas Utilities	\$15.00		
E 601-49400-383		Gas Utilities	\$507.77		

CITY OF NORWOOD YOUNG AMERICA

12/21/21 3:34 PM

Page 2

***Check Detail Register©**

Batch: 122121PAY,1227,122721

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49450-383		Gas Utilities	\$66.66		
		Total	\$609.19		
32592	12/27/21	CENTRAL HYDRAULICS			
E 101-43100-221		Repair/Maintenance Equip	\$50.00	19831	plow cylinder rod
		Total	\$50.00		
32593	12/27/21	CORE AND MAIN			
E 601-49400-223		Repair/Maintenance Bldg/	\$239.01	Q050762	curb stop repairs
		Total	\$239.01		
32594	12/27/21	DELTA DENTAL			
G 101-21714		Dental Insurance	\$775.65		dental - January
		Total	\$775.65		
32595	12/27/21	FLOW MEASUREMENT AND CONTROL			
E 602-49450-223		Repair/Maintenance Bldg/	\$534.00	1485	calibrate flow meters per NPDES permit
		Total	\$534.00		
32596	12/27/21	IMAGETREND, INC			
E 101-42200-433		Dues and Subscriptions	\$270.13	131865	annual fee
		Total	\$270.13		
32597	12/27/21	JESSE HACKBARTH CONSTRUCTION L			
E 101-42200-210		Operating Supplies	\$280.00	281	salt
		Total	\$280.00		
32598	12/27/21	KWIK TRIP INC.			
E 101-45200-212		Motor Fuels	\$17.08		
E 601-49400-212		Motor Fuels	\$17.08		
E 602-49450-212		Motor Fuels	\$17.08		
E 101-43100-212		Motor Fuels	(\$3.17)		
E 601-49400-212		Motor Fuels	(\$3.17)		
E 101-43100-212		Motor Fuels	\$102.44	6933435	
E 101-43100-212		Motor Fuels	\$91.00	6936723	
E 101-43100-212		Motor Fuels	\$34.19	6957606	
E 101-45200-212		Motor Fuels	\$50.57	6960555	
E 101-45200-212		Motor Fuels	\$24.25	6967387	
E 101-43100-212		Motor Fuels	\$48.01	6968534	
E 101-43100-212		Motor Fuels	\$105.16	6973498	
E 101-43100-212		Motor Fuels	\$84.40	6973956	
E 101-43100-212		Motor Fuels	\$98.00	7005109	
		Total	\$682.92		
32599	12/27/21	MARCO TECHNOLOGIES LLC			
E 101-41400-437		Maintenance Contract	\$154.00	9437699	
		Total	\$154.00		
32600	12/27/21	MENARDS			
E 101-41940-223		Repair/Maintenance Bldg/	\$136.12	52269	Sports complex press box
		Total	\$136.12		

CITY OF NORWOOD YOUNG AMERICA

12/21/21 3:34 PM

Page 3

***Check Detail Register©**

Batch: 122121PAY,1227,122721

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
32601	12/27/21	MID-COUNTY CO-OP OIL ASSN			
E 101-45200-212		Motor Fuels	\$187.20		
E 601-49400-212		Motor Fuels	\$187.20		
E 602-49450-212		Motor Fuels	\$187.20		
E 601-49400-212		Motor Fuels	\$174.96		
E 602-49450-212		Motor Fuels	\$174.96		
E 101-45200-212		Motor Fuels	\$174.96		
E 101-43100-212		Motor Fuels	\$349.94		
E 101-43100-212		Motor Fuels	\$374.40	63194	fuel
E 101-42200-212		Motor Fuels	\$141.68	63227	diesel
		Total	\$1,952.50		
32602	12/27/21	MINNESOTA RURAL WATER ASSOC			
E 602-49450-310		Other Professional Serv	\$162.50		
E 601-49400-310		Other Professional Serv	\$162.50	2/2022-1/202	Asst w smoke test, leak detect, technical assist
		Total	\$325.00		
32603	12/27/21	MN DEPARTMENT OF AGRICULTURE			
E 101-43100-406		LICENSES	\$10.00		pesticide license renew
		Total	\$10.00		
32604	12/27/21	MOTOROLA SOLUTIONS, INC.			
E 101-42200-323		Radio Units	\$3,141.25	1187066648	radio
		Total	\$3,141.25		
32605	12/27/21	MUNICIPAL EMERGENCY SERVICES			
E 275-42200-541		Public Safety Equip	\$7,948.80	QT1521753	3 turnout pants, coats, gloves
		Total	\$7,948.80		
32606	12/27/21	STAR Group, LLC			
E 101-42200-210		Operating Supplies	\$30.98	316722	flare kit
E 101-42200-210		Operating Supplies	\$15.49	316843	flare kit
		Total	\$46.47		
32607	12/27/21	NORWOOD ELECTRIC INC			
E 101-43100-223		Repair/Maintenance Bldg/	\$127.50	17216	Main St Christmas light outlets
		Total	\$127.50		
32608	12/27/21	OEM SERVICE CO, LLC			
E 101-43100-210		Operating Supplies	\$31.19	034177	
		Total	\$31.19		
32609	12/27/21	PATRIOT PAINTING & SERVICESLLC			
E 101-42200-223		Repair/Maintenance Bldg/	\$1,800.00	55688	balance due on painting
		Total	\$1,800.00		
32610	12/27/21	QUALITY FLOW SYSTEMS, INC			
E 495-43100-500		Capital Outlay	\$9,488.00	42077	2nd ave-SCADA upgrade
		Total	\$9,488.00		
32611	12/27/21	QUILL CORPORATION			

CITY OF NORWOOD YOUNG AMERICA

12/21/21 3:34 PM

Page 4

***Check Detail Register©**

Batch: 122121PAY,1227,122721

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-200		Office Supplies	\$104.90		
E 601-49400-200		Office Supplies	\$20.98		
E 602-49450-200		Office Supplies	\$20.97		
E 101-41400-200		Office Supplies	\$104.90	21605740	time cards
E 101-41400-200		Office Supplies	\$105.93	21616964	office supplies
		Total	\$357.68		
32612	12/27/21	SPECIALTY SOLUTIONS LLC			
E 101-43100-224		Street Maint Materials	\$450.31	G5805	sidewalk salt
		Total	\$450.31		
32613	12/27/21	SUN LIFE ASSURANCE COMPANY			
G 101-21707		Disability Insurance	\$786.20		STD/LTD
		Total	\$786.20		
32614	12/27/21	THE HARBOR			
R 251-46331-36231		REIMBURSEMENT FOR	\$18,762.91		ins reimburse for lightning
		Total	\$18,762.91		
32615	12/27/21	TOWMASTER			
E 101-43100-221		Repair/Maintenance Equip	\$728.15	444731	plow truck repair
		Total	\$728.15		
32616	12/27/21	UNUM LIFE INSURANCE CO			
G 101-21715		Life Ins	\$153.20		12/14/21
		Total	\$153.20		
32617	12/27/21	US POSTAL SERVICE			
E 602-49450-350		Print/Publishing/Postage	\$164.71		
E 603-49500-350		Print/Publishing/Postage	\$164.71		
E 601-49400-350		Print/Publishing/Postage	\$164.71	Jan 2022	utility bills
		Total	\$494.13		
32618	12/27/21	US POSTAL SERVICE			
E 101-41400-350		Print/Publishing/Postage	\$580.00		10 rolls stamps
		Total	\$580.00		
32619	12/27/21	USA BLUE BOOK			
E 602-49450-210		Operating Supplies	\$180.15		
E 601-49400-210		Operating Supplies	\$289.21	821244	water and sewer test supplies
E 601-49400-210		Operating Supplies	\$103.80	821600	
		Total	\$573.16		
32620	12/27/21	WATER CONSERVATION SERVICE INC			
E 601-49400-223		Repair/Maintenance Bldg/	\$652.24	11817	leak locate 5 way stop
		Total	\$652.24		
32621	12/27/21	WEX BANK			
E 602-49450-212		Motor Fuels	\$56.87		
E 601-49400-212		Motor Fuels	\$25.05		
E 602-49450-212		Motor Fuels	\$25.06		

CITY OF NORWOOD YOUNG AMERICA

12/21/21 3:34 PM

Page 5

***Check Detail Register©**

Batch: 122121PAY,1227,122721

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49400-212		Motor Fuels	(\$3.08)		fuel discount
E 601-49400-212		Motor Fuels	\$56.88	499904	Holiday - fuel
E 101-43100-212		Motor Fuels	\$33.40	52932	
		Total	\$194.18		
32622	12/27/21	XCEL ENERGY			
E 101-42200-381		Electric Utilities	\$307.79		
E 101-42500-381		Electric Utilities	\$13.74		
E 101-43100-380		Street Lighting	\$5,685.66		
E 101-43100-381		Electric Utilities	\$384.34		
E 101-45200-381		Electric Utilities	\$518.51		
E 101-45500-381		Electric Utilities	\$895.60		
E 601-49400-381		Electric Utilities	\$497.82		
E 602-49450-381		Electric Utilities	\$3,736.22		
E 101-49860-381		Electric Utilities	\$217.15		
E 101-45200-381		Electric Utilities	\$25.76	758458558	
E 101-45200-381		Electric Utilities	\$43.39	758499929	
E 601-49400-381		Electric Utilities	\$2,525.96	758722112	
E 101-41940-381		Electric Utilities	\$1,984.03	759722522	
		Total	\$16,835.97		
32623	12/27/21	YOUNG AMERICA TOWNSHIP			
E 101-41320-510		Land	\$2,545.83	payment #2	Jam annexation
		Total	\$2,545.83		
32624	12/27/21	ZUMBERGE, STEVE			
E 101-42200-323		Radio Units	\$536.80		pager cases
		Total	\$536.80		
32627	12/27/21	CARVER COUNTY			
E 101-41400-350		Print/Publishing/Postage	\$1,510.92	2880	Truth in Taxation billings
		Total	\$1,510.92		
32628	12/27/21	STARR, KEVIN R.			
R 601-49400-36200		Miscellaneous Revenues	\$21.63	311 Shady L	UTILITY REFUND
		Total	\$21.63		
32629	12/27/21	WEX BANK			
E 101-43100-212		Motor Fuels	\$85.00	120721	
		Total	\$85.00		
32630	12/21/21	CITIZENS BANK MN			
G 101-21718		HSA ACCOUNT	\$290.32		HSA
		Total	\$290.32		
32631	12/21/21	WM MUELLER & SONS INC			
E 495-43100-500		Capital Outlay	\$35,807.87		2ND AVE LIFT STATION-ESTIMATE 4
		Total	\$35,807.87		
		10100 CHECKING	\$117,694.93		

CITY OF NORWOOD YOUNG AMERICA

12/21/21 3:34 PM

Page 6

***Check Detail Register©**

Batch: 122121PAY,1227,122721

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

101 GENERAL FUND	\$34,306.31
251 HARBOR / HAVEN	\$18,762.91
275 CAPITAL	\$7,948.80
495 2nd AVE LIFT STATION-STR RECON	\$45,295.87
601 WATER FUND	\$5,789.63
602 SEWER FUND	\$5,426.70
603 STORM WATER UTILITY	\$164.71
	<hr/>
	\$117,694.93



To: Honorable Mayor Lagergren
Members of the City Council
Administrator Aukrust

From: Cynthia Smith Strack, Consulting Planner

Date: December 27, 2021

Re: Easement Vacation: Tacoma West Industrial Park First Addition

BACKGROUND

The City Council called for a public hearing to consider vacation of the following drainage and utility easements:

1. A drainage and utility easement located on Lots 8 and 9, Block 2, Tacoma West Industrial Park, Carver County, Minnesota.
2. A drainage and utility easement located on Lots 9 and 10, Block 2, Tacoma West Industrial Park, Carver County, Minnesota.

Easement vacation is pursuant to replatting of the subject parcels into two lots to enable development. The replat was previously approved by the City Council. A new drainage/utility easement on the replat shared boundary was established under the Tacoma West Industrial Park Fourth Addition.

Notice of the hearing has been published twice in the News & Times and distributed to adjacent property owners and utility providers.

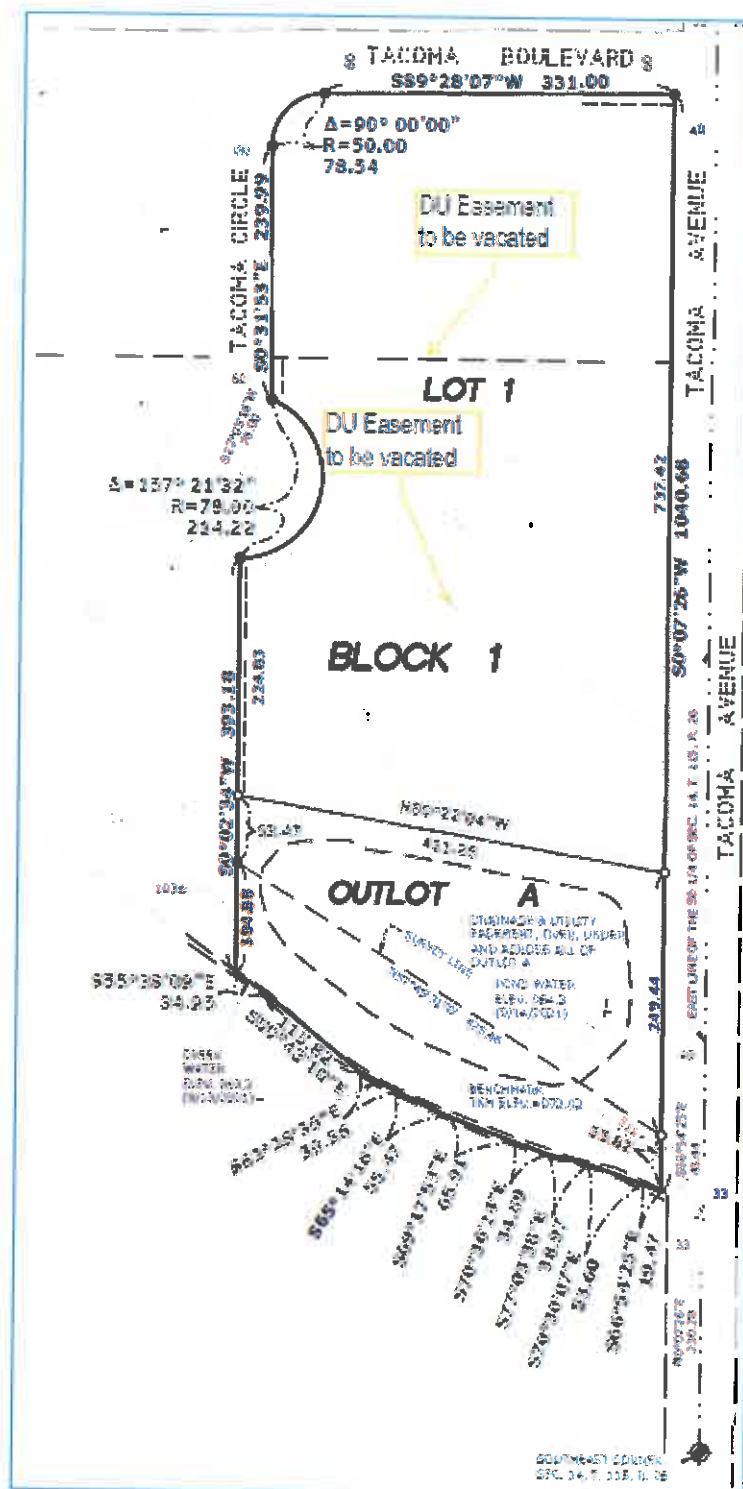
The PZC previously recommended approval of easement vacation.

The Council is to hold a public hearing to take input on the proposed vacation. Following the hearing the Council will take action on the request.

ACTION

Consider RESOLUTION vacating certain drainage and utility easements.

EASEMENT VACATION SKETCH



RESOLUTION NO. 2021- 48

A RESOLUTION VACATING CERTAIN DRAINAGE AND UTILITY EASEMENTS IN TACOMA WEST INDUSTRIAL PARK

The City Council of the City of Norwood Young America, Minnesota does hereby resolve as follows:

WHEREAS, the City Council previously approved Tacoma West Industrial Park Fourth Addition noting its interest in vacating pursuant to Minnesota Statute §412.851 certain drainage and utility easements as follows:

1. The shared drainage and utility easement Lot 8 and Lot 9, Block 2, Tacoma West Industrial Park, Carver County, Minnesota.
2. The shared drainage and utility easement Lot 9 and Lot 10, Block 2, Tacoma West Industrial Park, Carver County, Minnesota.

WHEREAS, a public hearing to consider the vacation of such drainage and utility easements was held on the 27th of December, 2021, before the City Council in the City Hall located at 310 Elm Street West, Norwood Young America at 6:00 p.m. after due published notice and notice to all affected property owners, and utility providers; and,

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because it will supplement:

1. Replatting of three existing, improved city lots into two lots as provided for in the final plat for Tacoma West Industrial Park 4th Addition, attached hereto.
2. Construction of a planned marine warehouse facility on Lot 1, Block 1 Tacoma West Industrial Park 4th Addition.

WHEREAS, at least four-fifths of all members of the City Council concur in this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Norwood Young America, Carver County, Minnesota that such vacation of certain drainage and utility easements are hereby granted and the utility and drainage easements described as follows are hereby vacated:

1. The shared drainage and utility easement Lot 8 and Lot 9, Block 2, Tacoma West Industrial Park, Carver County, Minnesota.
2. The shared drainage and utility easement Lot 9 and Lot 10, Block 2, Tacoma West Industrial Park, Carver County, Minnesota.

BE IT FURTHER RESOLVED the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this Resolution.

BE IT FURTHER RESOLVED this Resolution shall become effective following execution by the Mayor and City Clerk and the filing of the final plat for Tacoma West Industrial Park 4th Addition.

Adopted by the City Council this 27th day of December, 2021.

Attest:

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk

EFFECTIVE DATE: December 27, 2021

	AYES	NAYS
<u>Carol Lagergren, Mayor</u>	<u> </u>	<u> </u>
<u>Craig Heher, Council Member</u>	<u> </u>	<u> </u>
<u>Mike McPadden, Council Member</u>	<u> </u>	<u> </u>
<u>Alan Krueger, Council Member</u>	<u> </u>	<u> </u>
<u>Charlie Storms, Council Member</u>	<u> </u>	<u> </u>

Attest:

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk



To: Honorable Mayor Lagergren
Members of the City Council
Administrator Aukrust

From: Cynthia Smith Strack, Strack Consulting, LLC

Date: December 27, 2021

Re: Variance Number of Parking Stalls and Parking Lot Setback
Nonconformance Expansion Permit Setbacks
Site Plan Approval
117 Railroad Street West

Applicant: Scott Loomis, d.b.a. Loomis Homes

Subject Property Address: 117 Railroad Street West

Legal Description: P/O SW1/4 NW1/4 BOUNDED AS FOLLOWS: ON TH N BY TH S LINE OF RAILROAD ST-ON E BY THE W LINE OF FRANKLIN ST- ON THE W BY THE E LINE OF MORSE ST & ON S BY A LINE 50' NLY OF CENTERLINE OF RR OLD # 60.9990112

Property ID: 589990030

Zoning Class: RC-1 Residential/Neighborhood Commercial District
Rezoned from C-3 Downtown District at Council Request: Ordinance 336, June 28, 2021

Request: Variances: Number of Parking Spaces Required & Parking Lot Setback
Nonconformance Expansion Permit (setbacks)
Site Plan Review

Background

Scott Loomis, Loomis Homes, proposes a 6,408 sf expansion to an existing 2,592 sf structure at 117 Railroad Street West. An existing, valid conditional use permit provides for a contractor operation at the site. The site was developed when the lot was zoned C-3 Downtown District with zero setbacks and no firm requirements for parking. The City Council initiated rezoning of the parcel to RC-1 District in 2021. Building setback and parking requirements now apply to the lot.

To accommodate the proposed expansion the Applicant is requesting:

1. Variances to (a) Section 1250.12 pertaining to the required number of off-street parking spaces and (b) Section 1250.05(B) pertaining to required parking lot setback.
2. A nonconformance expansion (NCE) permit to extend existing building setbacks.
3. Site plan approval.

A site plan is attached for reference. Separate actions for the variance and NCE/site plan consideration are requested.

Variance Requests

The Council is to consider variance requests as follows:

1. Section 1250.12 pertaining to the required number of off-street parking spaces for the use. Code requires one space per 2,000 sf of building square footage. A total of five (5) spaces are required for the 9,000 sf facility. The Applicant proposes four (4) spaces.
2. Section 1250.05(B) requires parking lots be setback at least ten (10) from property lines. The Applicant proposes a new parking lot to be setback five (5) feet from the property line.

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

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

Potential findings in favor of the request:

- A. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
- B. The proposed variance is not for the use of property.
- C. The City recently rezoned the property to RC-1 making parking standards applicable to the lot. The lot was not previously subject to strict parking standards.
- D. The proposed variance is modest in scope and scale and will provide for off-street parking.
- E. The lot is an unusual shape having 356 feet of frontage on Railroad Street but being only 50' in depth.
- F. The structure will be consistent in size and scale to other non-residential structures in the adjacent locale and will not negatively impact the essential character of the district.

Potential findings for denial of the request:

- A. Building size is a factor solely under the control of the Applicant and therefore not unique to any given parcel.
- B. The proposed variance could be avoided if the proposed expansion was reduced in size.

PZC Recommendation:

The Planning Commission held a public hearing to accept input on the variance requests. Draft minutes from the meeting are attached. Following the public hearing and discussion, the PZC recommended approval of the variances pursuant to aforementioned itemized findings and with the following conditions:

1. The "Use" of the property is a 9,000 square foot structure used for a contractor operation.
2. Variance approval is contingent on approval of nonconformance expansion permit and site plan. The Use shall meet all conditions related to nonconformance expansion and site plan approval.
3. The variances shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.

Action on Variance:

A Resolution contemplating conditional approval is attached for consideration.

Nonconformance Expansion Permit (NCE) & Site Plan

Consideration of a NCE permit requires site plan approval. Therefore, the NCE and site plan are being considered concurrently.

The Applicant requests a NCE pertaining to required setbacks in the RC-1 District in order to accommodate a 6,408 sf expansion of an existing 2,592 sf structure (total 9,000 sf). A site plan and exterior elevations are attached for reference.

Lot Performance Standards

RC-1 lot performance standards, with the exception of side setbacks appear to be met. The structure fronts on Franklin Street North and has frontage on both Railroad and Morse. The proposed structural addition will extend existing nonconforming corner (nine feet) and interior (five feet) side setbacks but will not expand the existing nonconformity through further encroachment.

Transportation

Access to the existing structure is from Franklin St N. The Applicant proposes two additional access points, one from Railroad St W and another from Morse St N. The Morse St access would lead to a parking lot. Code does not limit the number of access points. Driveways are to feature high back curb and either concrete or bituminous surfacing.

Parking

The Applicant has applied for variances to the number of spaces required and parking lot setback.

The proposed new parking lot appears to meet design requirements for parking lots. No changes to the existing parking lot are proposed.

Architectural Design

Building elevations are attached. Exterior surfaces are to be painted, engineered wood strand siding and asphalt shingles to match the existing structure. Section 1245.02, Architectural Standards, applies to structures in the RC-1 District.

Lighting

Building lighting is proposed to be limited to wall-mounted luminaries. The height of wall-mounted luminaries shall not exceed 18 feet above ground level at the building line. Luminaries must face downward and include cutoffs.

Landscaping

The Applicant proposes installation of eight (8) trees, the proposed expansion requires seven (7) trees.

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

Building/Site Signage

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

Performance Standards

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

Utilities, Stormwater, and Erosion Control

The site plan has been forwarded to the City Engineer for review. Any comments issued by the City Engineer shall be incorporated by reference.

Additional Department Review

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

Fire Department: The plans have been forwarded to the Fire Chief Steve Zumberge for review and comment.

NCE Permit Review Criteria

Section 1215.02(E)(2) provides the following review criteria for NCE permit. Review comments are included in red italicized text.

1. The proposed use of the property is consistent with 2040 Comprehensive Plan. *The planned use of the subject parcel is mixed residential and non-residential.*
2. The proposed expansion is an allowable use in the assigned zoning classification. *The RC-1 District provides for contractor operations. A conditional use permit was previously issued for the use.*
3. The proposed expansion does not result in an increase of the non-conformance. For example if the required setback is 30 feet and the structure is setback 25 feet, decreasing the setback to 24 feet would be an intensification and not allowed. *The proposed expansion does not result in an increase of the non-conformance.*
4. The proposed expansion does not involve an expansion of an existing nonconforming permitted, conditional, accessory, or interim use of the property. *The proposed expansion provides storage space and doesn't increase the area devoted to office space.*
5. The proposed expansion is in keeping with the visual environment in the existing locale and will not lead to increased visual clutter or increased outdoor storage. *The proposed expansion will provide for interior storage of items related to the use of the property.*
6. The proposed expansion results in no measurable increase in traffic generated to/from the site. *The proposed expansion is not anticipated to increase traffic to/from the site.*
7. The proposed expansion is capable of being accommodated by existing drinking water, stormwater, and sanitary sewer systems. *This is an addition to an existing structure which does not contemplate additional utility services.*
8. The proposed expansion will not increase noise, vibration, smoke, dust, odors, heat, electrical interference, or glare detectable at any property line. *The proposed expansion will accommodate materials and equipment related to the existing structure.*
9. If adjacent to park or trail the Parks and Recreation Commission shall provide a recommendation on the proposed expansion. *The proposed expansion is not adjacent to an existing park or trail.*
10. If the site is within the C-3 Downtown District, the proposed expansion must be consistent with Design Guidelines contained in Exhibit B of the Downtown Redevelopment Plan dated December, 2018 as may be amended. *The site is not within the C-3 District.*

PZC Recommendation

After review and discussion, the Planning Commission recommended the City Council approve the NCE and site plan with the following conditions:

1. The "Use" of the property is defined as a contractor operation and features a 9,000 square foot structure consisting of storage and office space.













2. All application materials and plan sets are hereby incorporated by reference and accepted in good faith by the City as the Applicant's intended development, including but not limited to the attached site plan.
3. Approval of variances pertaining to number of parking spaces required and parking lot setback.
4. Compliance with all standards required and as set forth within the memo from Consulting Planner, Cynthia Smith Strack, dated December 7, 2021.
5. Compliance with any recommendations from the City Engineer, Public Services Director, and/or City Engineer.
6. Proposed driveways from Railroad Street and Morse Street and the parking lot accessed from Morse Street shall be surfaced with concrete or bituminous and have high back curb.
7. The height of wall-mounted luminaries shall not exceed 18 feet above ground level at the building line. Luminaries must face downward and include cutoffs. Light intensity at common lot lines shall not exceed one-half foot candle and light intensity at right of way boundaries shall not exceed one foot candle.
8. Trees shall be a minimum of 2½ caliper inches, be species approved by the City, and shall be replaced if they do not survive for two years after planting.
9. The use shall continuously meet all performance standards set forth in Section 1245.01 of the City Code, as may be amended.
10. Garbage /refuse area shall be enclosed in the building.
11. All signage shall require submittal of a sign permit application and approval by the Zoning Administrator and/or Building Official.
12. A building permits is required.
13. This approval is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
14. This approval shall expire one year after date of approval unless the Applicants have commenced construction of the Use on the Property.
15. Approval of this site plan does not approve any future expansion or associated improvements on-site.
16. Any modifications not defined as "minor" pursuant to Section 1210.08, Subd. 4, shall require separate site plan approval.

Action

Following review and consideration of the NCE permit and site plan the Council may consider the attached Resolution pertaining to the nonconformance expansion permit and site plan.

- Construction Notes:**
1. Install rock construction entrance.
 2. Install silt fence as needed for erosion control.
 3. Sidewalks shall drain away from house a minimum of 1.0%.
 4. Contractor must verify driveway design.
 5. Contractor must verify service elevation prior to construction.
 6. Add or remove foundation ledge as required.
- General Notes:**
1. Bidding plan by n/a (not shown) was used to determine proposed structures.
 2. This survey does not purport to show improvements or encroachments, except as shown, as surveyed by me or under my direct supervision.
 3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction for approved construction plans.
 4. No specific soil investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is shown on the recorded plat.
 5. This certificate does not purport to show easements other than those shown on the recorded plat.
 6. Bearings shown are based on an assumed datum.

Lot area = 17790 SF
 Building area = 2592 SF
 Proposed addition area = 6408 SF
 Concrete area = 553 SF
 Driveway area = 3227 SF
 Total Impervious Area = 12420 SF
 Impervious Coverage = 69.85%
 House elevation (Proposed) / As-built
 Garage Sill Elev. @ Door: (984.0) /

-  Denotes sign
 Denotes iron pipe
 Denotes surface
 Denotes television box
 Denotes electric box
 Denotes telephone box
 Denotes proposed elevation
 Denotes proposed flow direction
 Denotes spike
 Denotes utility pole
 Denotes underground gas line
 Denotes overhead utility lines

Legal description per commitment number CA28121:

That part of the Southwest Quarter of the Northwest Quarter of Section 14, Township 11S, Range 26 West of the 5th Principal Meridian, Carver County, Minnesota, bounded as follows: On the north by the south line of Railroad Street as shown on the recorded plat of Norwood. On the east by the west line of Franklin Street as shown on the recorded plat of Norwood. And on the south by a line 50.00 feet northerly of, measured at a right angle and parallel with the centerline of the main track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as traveled.

We hereby certify to Loomis Homes LLC that this survey, plan or report was prepared by me or under my direct supervision, and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota, dated 10/21/16.

Signer: Pioneer Engineering, P.A.

BY: Peter J. Harkness, Professional Land Surveyor
 Minnesota License No. 42239 email: pharkness@pioneereng.com

1) 10-21-16 Top Initial Bldg
 2) 10-21-16 Before Building
 3) 10-21-16 Before Building
 4) 10-21-16 Before Building
 5) 11-01-20 Before Building

Benchmark:
 MNDOT Dk. C. 124
 Elevation = 983.27

Scale: 1" = 30'

PIONEER Engineering, P.A.
 CIVIL ENGINEERS LAND SURVEYORS LAND DEVELOPERS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
 Mendota Heights, MN 55120

Ph: (651) 681-1914
 Fax: (651) 681-9488
 www.pioneereng.com

Project #: 116294000 Folder #: 6443 Drawn by: kth

© Pioneer Engineering

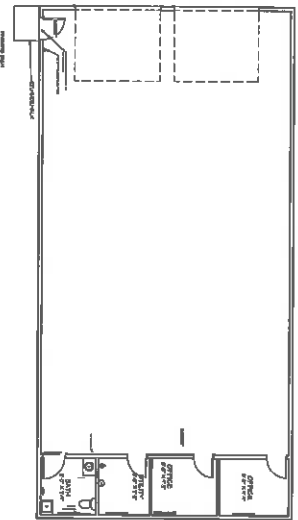
P/O the SW 1/4 of the NW 1/4
 Sec 14 Twp 11S Rng 26
 Carver County, Minnesota

Address: 117 Railroad Street E.,
 Norwood Young America, Minnesota

Certificate of Survey for:
Loomis Homes LLC

510 N. Chestnut St. Suite 204
 Chaska, MN 55318
 Phone: (952) 200-8838

EXISTING BUILDING

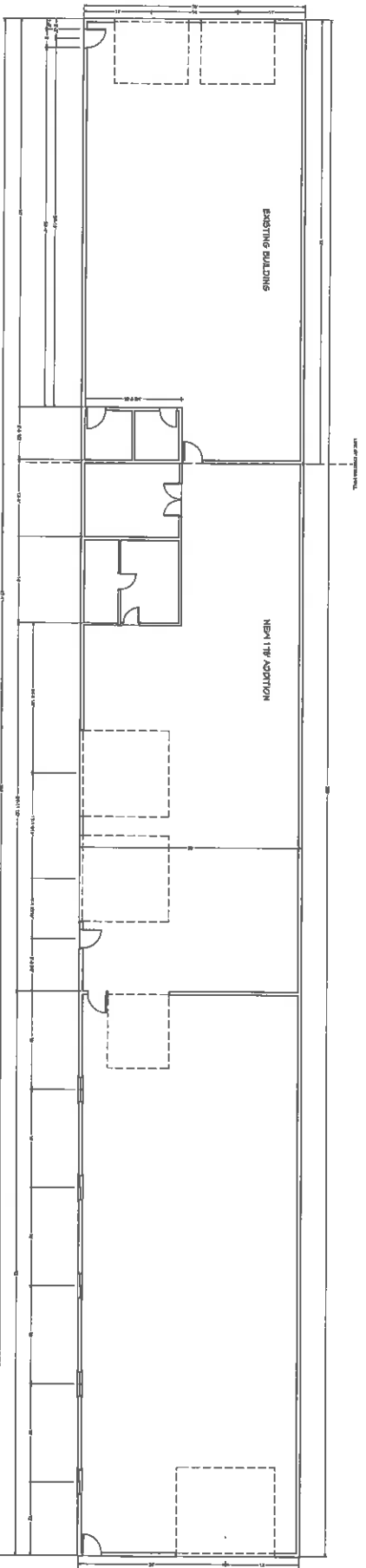


117 Railroad st W, Norwood Young America

SCOPE:

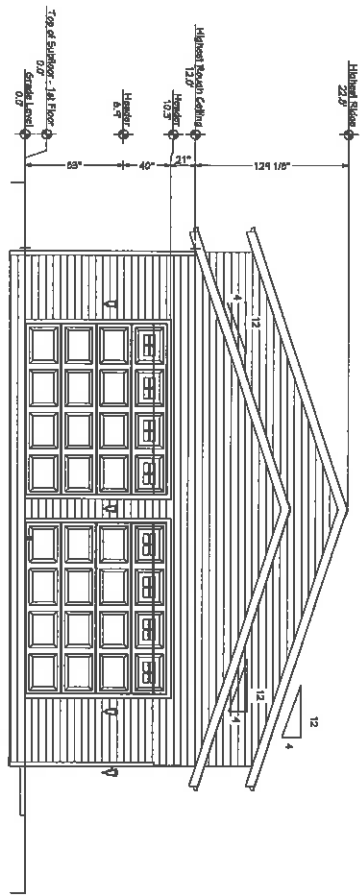
Add 178' to the west end of the existing building (Approximate 6408 SF addition)
Remove 2 offices and replace with one large office on addition

PROPOSED 178' ADDITION

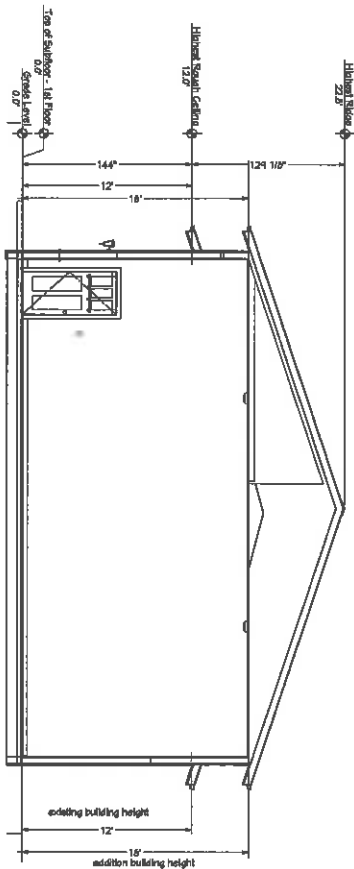


DATE:	11/3/2021
SCALE:	P.1

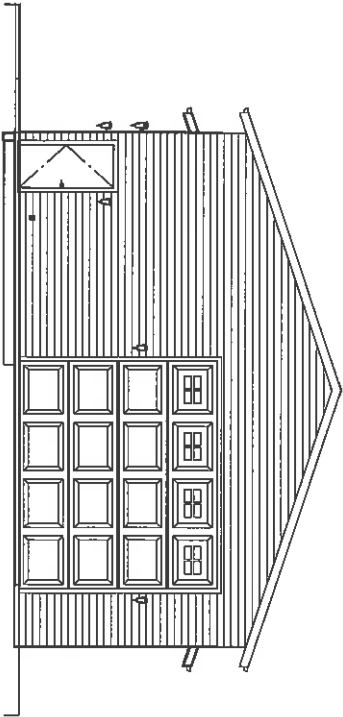
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EXISTING FRONT OF BUILDING "EAST"



REAR OF BUILDING "WEST"



Specifications

Exterior Specifications:
Siding material: LP Smart side: Engineered wood siding
Roofing Material: Asphalt Tarmk Heritage 30 Year Arch shingles
Provide sidewalk from exterior door to driveway/parking

Shop Specifications:
86'x36' Heated-3096 SF heated
92'x36' Non heated- 3312 SF non heated
R21 walls and R49 ceiling
2" Foam under slab for heated section
4" rock base
Non insulated and insulated floor 6" reinforced slab

Office Specifications:
2x4 framed office/bathroom
R21 walls and r49 ceiling
112" Gypsum walls and ceiling
All door to have commercial handle lever hardware
Spaces to be heated with electric base board heater
Office floor finish to be commercial grade carpet

EXIT SIGNAGE/EMERGENCY LIGHTING

North east exit of the building will contain emergency exitlighting mounted above the door.

1. Emergency lighting provides 90 minutes of emergency power
2. UL 924 Listed device
3. Meets NEC code
4. Meets Minnesota fire code Chapter 7511

Code Analysis

Property Location: 111 rail road st W

Nowood Young America, MN

Project description: Addition to existing building

Type of Construction: Wood Frame

Year Built: 2016

Existing building gross floor area: 2542 SQFT

Proposed building gross floor area: 6408 SQFT

Total gross floor area: 4000 SQFT

Existing building Height: 18'9"

Proposed addition Height: 22'9"

Number of stories: 1

Fire Suppression: No

Major occupancy:

Occupancy load:

Occupancy Information

Proposed use of addition: Contractor storage

Previous use of existing building: Contractor storage

Project contact information

Owner: Loomis Properties LLC, 1458 White oak drive Chaska, MN 55318

Scott Loomis 952-200-9836

Contractor: Loomis Homes LLC, 1458 White oak drive Chaska, MN 55318

Scott Loomis 952-200-9836

BC653240

DRAWINGS PROVIDED BY:

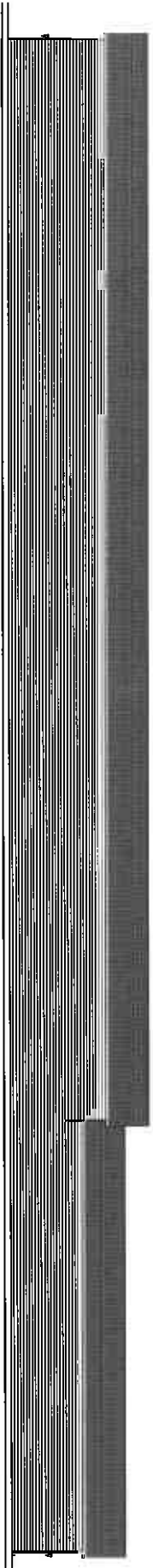
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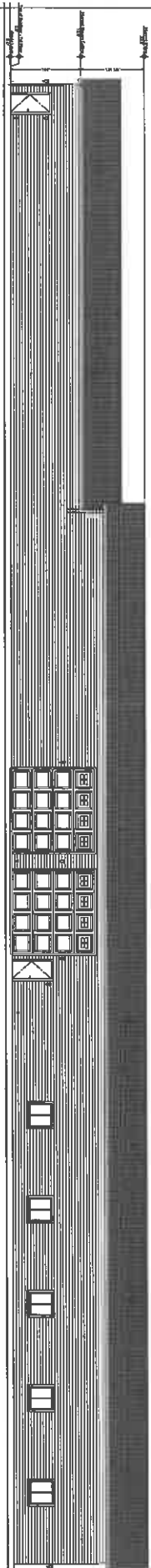
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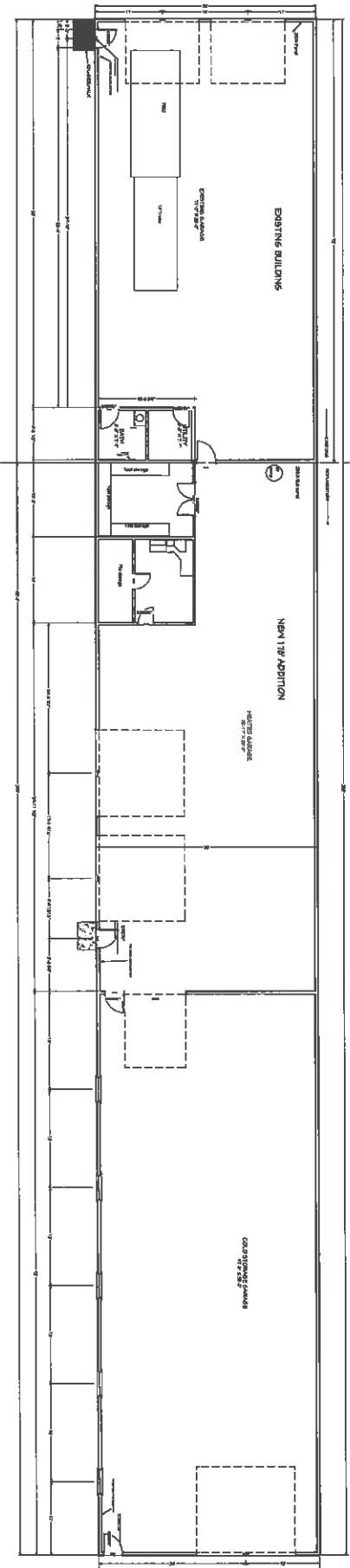
SOUTH SIDE OF BUILDING WITH ADDITION



STREET VIEW "NORTH" SIDE OF BUILDING WITH ADDITION



Floor plan



DRAWINGS PROVIDED BY:

DATE:

11/3/2021

SCALE:

SHEET:

This architectural floor plan illustrates the layout of an existing building, with proposed modifications indicated by dashed lines. The plan is oriented horizontally, with a vertical dimension line on the right side marked from 0 to 300 feet. The building is divided into several sections:

- EXISTING BUILDING:** The main section on the left, containing existing rooms and corridors.
- PROPOSED ADDITION:** A new section added to the right of the existing building, containing proposed rooms and corridors.
- EXISTING ROOMS (Left Section):**
 - Room 101 (Top Left)
 - Room 102 (Top Left)
 - Room 103 (Top Left)
 - Room 104 (Top Left)
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 - Room 106 (Top Left)
 - Room 107 (Top Left)
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 - Room 381 (Top Left)

This architectural floor plan depicts a long, narrow building layout. A central corridor, labeled "CORRIDOR" in the center, runs the length of the structure. On the left side of the corridor, there are several rooms: a "BATH" at the top left, a "KITCHEN" below it, and a "DINING" area further down. A "LIVING" area is located at the bottom left. On the right side of the corridor, there are two large rooms, each labeled "OFFICE" at the top right. The plan also shows various doors, windows, and structural elements like walls and stairs. The overall layout is symmetrical around the central corridor.

[illegible]

7



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

Map Date: 10/23/2021

*Norwood Young America
Planning Commission Minutes
December 7, 2021*

Present: Commissioners Jerry Barr, Mike Eggers, Bill Grundahl, Paul Hallquist, Craig Heher, and Bob Smith.

Absent: None.

Staff: City Administrator Andrea Aukrust, City Clerk Angela Brumbaugh, and Planning Consultant Cynthia Smith Strack.

Public: Erik Loomis, Scott Loomis.

1. Call to Order.

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

2. Adoption of Agenda.

Chairperson Heher introduced the agenda. No changes were proposed.

Motion – Eggers, second Smith to approve the agenda as presented. The agenda was approved 6-0.

3. Approval of Minutes from the Regular Meeting November 3, 2021.

Heher introduced the minutes from the November 3, 2021 regular meeting.

Motion – Smith to approve the November 3, 2021 regular meeting minutes as presented. Second by Hallquist. With all in favor the regular meeting minutes were approved 6-0.

4. Public Comment.

None.

5. Public Hearings.

A. Variance Number of Parking Spaces and Parking Lot Setback: Loomis Homes, LLC, 117 Railroad Street West.

Chairperson Heher opened the public hearing at 6:03 p.m. and explained the hearing process.

Strack stated Scott Loomis, Loomis Homes, proposes a 6,408 sf expansion to an existing 2,592 sf structure at 117 Railroad Street West. An existing, valid conditional use permit provides for a contractor operation at the site. The site was developed when the lot was zoned C-3 Downtown District with zero setbacks and

no firm requirements for parking. The City Council initiated rezoning of the parcel to RC-1 District in 2021. Building setback and parking requirements now apply to the lot.

To accommodate the proposed expansion the Applicant is requesting a variance to (a) Section 1250.12 pertaining to the required number of off-street parking spaces and Section 1250.05(B) pertaining to required parking lot setback. Four parking spaces are proposed, five are required under code. Parking lot setback required under code is ten feet and the Applicant proposes five feet. Companion requests for a nonconformance expansion (NCE) permit to extend existing building setbacks and site plan approval have also been filed.

Notice of the variance request public hearing was posted, published and mailed. The Applicant was in attendance. No comments for or against the variance had been received.

Eggers asked for the distance between the curb and the setback. Strack noted setback was measured from property line and supposed to be ten feet for parking lot. Five feet was proposed. Right of way width was 66 feet.

Heher asked the Applicant how the building would be used. Scott Loomis stated there would not be many people at the site. Smith asked if Loomis's planned to staff up the site. Loomis said there were no plans.

Heher asked about requirement for handicap parking. Strack noted that was Building Official question. If required the space would need to be appropriately striped and signed.

Heher inquired as to whether the plan was forwarded to the Fire Chief. Strack indicated it was forwarded to the Fire Chief and the Public Works Director.

Motion Smith to close the public hearing. Second Grundahl. With all in favor the hearing was closed at 6:14 p.m.

6. New Business.

A. Variance Number of Parking Spaces and Parking Lot Setback: Loomis Homes, LLC, 117 Railroad Street West.

Chairperson Heher introduced the business item.

Strack noted the staff memo included sample findings for and against the request which were available for consideration. Strack recommended the Planning Commission specify findings for motion. If approval was contemplated, certain conditions were recommended including defining the use of the property, making approval contingent on approval of companion requests and voiding the variance if construction had not commenced within one year.

Motion Smith to recommend the City Council approve the variances with the approval findings included in the staff memo and subject to conditions included in the same. Second Barr. With all in favor the motion carried.

B. Nonconformance Expansion Permit (Setbacks) and Site Plan: Loomis Homes, LLC, 117 Railroad Street West.

Chairperson Heher introduced the agenda item.

Strack stated Loomis Homes requests a nonconformance expansion permit pertaining to required setbacks in the RC-1 District in order to accommodate a 6,408 sf expansion of an existing 2,592 sf structure (total 9,000 sf). Strack referenced site plans and exterior elevations included in the packet.

Strack stated the RC-1 lot performance standards, with the exception of side setbacks appear to be met. The structure fronts on Franklin Street North and has frontage on both Railroad and Morse. The proposed structural addition will extend existing nonconforming corner (nine feet) and interior (five feet) side setbacks but will not expand the existing nonconformity through further encroachment.

Access to the existing structure is from Franklin St N. The Applicant proposes two additional access points, one from Railroad St W and another from Morse St N. The Morse St access would lead to a parking lot. Code does not limit the number of access points. Driveways are to feature high back curb and either concrete or bituminous surfacing.

The Applicant has applied for variances to the number of parking spaces required and parking lot setback. The proposed new parking lot appears to meet design requirements for parking lots. No changes to the existing parking lot are proposed.

Building elevations are attached. Exterior surfaces are to be painted, engineered wood strand siding and asphalt shingles to match the existing structure. Section 1245.02, Architectural Standards, applies to structures in the RC-1 District.

Building lighting is proposed to be limited to wall-mounted luminaries. The height of wall-mounted luminaries shall not exceed 18 feet above ground level at the building line. Luminaries must face downward and include cutoffs.

The Applicant proposes installation of eight (8) trees, the proposed expansion requires seven (7) trees. Trees shall be a minimum of 2½ caliper inches, be of species approved by the City, and shall be replaced if they do not survive for two years after planting.

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

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

The site plan has been forwarded to the City Engineer, Fire Chief, and Public Services Director for review. Any comments issued by them are to be incorporated by reference.

Strack referenced nonconformance expansion review criteria and analysis included in the staff memo.

If approval is contemplated staff recommends several conditions:

1. The "Use" of the property is defined as a contractor operation and features a 9,000 square foot structure consisting of storage and office space.
2. All application materials and plan sets are hereby incorporated by reference and accepted in good faith by the City as the Applicant's intended development, including but not limited to the attached site plan.
3. Approval of variances pertaining to number of parking spaces required and parking lot setback.
4. Compliance with all standards required and as set forth within the memo from Consulting Planner, Cynthia Smith Strack, dated December 7, 2021.
5. Compliance with any recommendations from the City Engineer, Public Services Director, and/or City Engineer.
6. Proposed driveways from Railroad Street and Morse St and the parking lot accessed from Morse St shall be surfaced with concrete or bituminous and have high back curb.
7. The height of wall-mounted luminaries shall not exceed 18 feet above ground level at the building line. Luminaries must face downward and include cutoffs. Light intensity at common lot lines shall not exceed one-half foot candle and light intensity at right of way boundaries shall not exceed one foot candle.
8. Trees shall be a minimum of 2½ caliper inches, be species approved by the City, and shall be replaced if they do not survive for two years after planting.
9. The use shall continuously meet all performance standards set forth in Section 1245.01 of the City Code, as may be amended.
10. Garbage /refuse area shall be enclosed in the building.
11. All signage shall require submittal of a sign permit application and approval by the Zoning Administrator and/or Building Official.
12. A building permits is required.
13. This approval is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
14. This approval shall expire one year after date of approval unless the Applicants have commenced construction of the Use on the Property.
15. Approval of this site plan does not approve any future expansion or associated improvements on-site.
16. Any modifications not defined as "minor" pursuant to Section 1210.08, Subd. 4, shall require separate site plan approval.

Heher requested the Fire Chief and Public Services Director comments be specifically included if received. Heher asked the Applicant to confirm they were aware of proposed conditions. Scott Loomis affirmed.

Mike Eggers requested Loomis consider adding additional interest to the façade such as wainscoting as a means of adding curb appeal and showcasing Loomis's business. Loomis refused, noting planned landscaping adjacent to foundation on Railroad Street.

Motion Hallquist to recommend the City Council approve the nonconformance expansion permit and site plan including conditions previously outlined. Second Eggers. With all in favor the motion carried.

C. 2021 Planning Zoning Commission Report to City Council.

Heher introduced the agenda item.

Strack referenced a draft annual report included in the packet noting the Commission held 23 public hearings during 2021.

Strack referenced proposed goals either carried over from 2021 or as discussed at the November meeting including:

1. Review tree requirements under landscaping standards, including a one overstory tree per 1,000 square feet of structure requirement.
2. Review the entire sign code, including review to more clearly state requirements for different types of signs, especially in the 212 corridor.
3. Review of accessory structure height maximums.
4. Consideration of less restrictive or more flexible PUD standards.
5. Examine uses in the Downtown District to incorporate uses that are common in downtowns to the east of Norwood Young America.
6. Examine density allowances in residential zoning classifications and consistency with the 2040 Comprehensive Plan update. Carried over from 2021.
7. Examine potential opportunities for training/enrichment of Planning Commission Members. Ongoing.
8. Continue review of zoning code sections. Ongoing.

Commissioners acknowledged the depth of issues covered in 2021 and expectations for a busy 2022.

Motion Smith to accept the report and authorize submitted to the City Council. Second Grundahl. With all in favor the motion carried.

7. Old Business.

None

RESOLUTION 2021- 49

A RESOLUTION APPROVING VARIANCES TO NUMBER OF PARKING STALLS REQUIRED AND PARKING LOT SETBACK FOR 117 RAILROAD STREET WEST

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

WHEREAS, Scott Loomis, d.b.a. Loomis Homes (the "Applicant") has applied for a variance to Section 1250.12 pertaining to the required number of off-street parking spaces for the use. Code requires one space per 2,000 sf of building square footage. A total of five (5) spaces are required for a 9,000 sf facility. The Applicant proposes four (4) spaces; and,

WHEREAS, The Applicant has also applied for a variance to Section 1250.05(B) requires parking lots be setback at least ten (10) from property lines. The Applicant proposes a new parking lot to be setback five (5) feet from the property line; and,

WHEREAS, If approved the variances will allow expansion of an existing structure at the aforementioned address; and,

WHEREAS, the Property is identified as parcel number 589990030 and legally defined as P/O SW1/4 NW1/4 BOUNDED AS FOLLOWS: ON TH N BY TH S LINE OF RAILROAD ST- ON E BY THE W LINE OF FRANKLIN ST- ON THE W BY THE E LINE OF MORSE ST & ON S BY A LINE 50' NLY OF CENTERLINE OF RR OLD # 60.9990112; and

WHEREAS, the City of Norwood Young America Planning Commission on December 7, 2021 held a public hearing regarding the request after the hearing notice was posted, published, and distributed as required under law; and,

WHEREAS, the Planning Commission, accepted the following findings:

- A. The proposed use is consistent with the Comprehensive Plan and development in the adjacent locale.
- B. The proposed variance is not for the use of property.
- C. The City recently rezoned the property from C-3 Downtown District to RC-1 Residential Neighborhood Commercial District making parking standards applicable to the lot. The lot was not previously subject to strict parking standards.
- D. The proposed variance is modest in scope and scale and will provide for off-street parking.
- E. The lot is an unusual shape having 356 feet of frontage on Railroad Street but being only 50' in depth.

- F. The structure will be consistent in size and scale to other non-residential structures in the adjacent locale and will not negatively impact the essential character of the district; and,

WHEREAS, after review and discussion, the Planning Commission recommended the City Council approve the variances based on several conditions; and,

WHEREAS, at a regularly meeting on December 27, 2021, the City Council considered the variance requests, application materials on file with the City, and the recommendation of the Planning Commission.

THEREFORE, BE IT RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby makes and adopts the findings of fact from the Planning Commission.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a variance to the number of parking spaces required and the required parking lot setback at 117 Railroad Street W, subject to the following conditions:

1. The "Use" of the property is a 9,000 square foot structure used for a contractor operation.
2. The Council authorizes four parking spaces total, one less than required under Section 1250.12 of the Code.
3. The Council authorizes a five (5) foot parking lot setback.
4. Variance approval is contingent on approval of nonconformance expansion permit and site plan. The Use shall meet all conditions related to nonconformance expansion and site plan approval.
5. The variances shall expire one year after date of approval unless the Applicant has commenced construction of the principal structure.

Adopted by the City Council this 27th day of December, 2021.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk

RESOLUTION 2021-50

A RESOLUTION APPROVING A NONCONFORMANCE EXPANSION PERMIT PERTAINING TO BUILDING SETBACKS AND A SITE PLAN FOR A 6,408 SF ADDITION TO AN EXISTING STRUCTURE AT 117 RAILROAD STREET WEST

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

WHEREAS, Scott Loomis, d.b.a. Loomis Homes (the "Applicant") has applied for nonconformance expansion permit and site plan approval to accommodate a proposed 6,408 square foot addition to an existing 2,952 square foot structure at 117 Railroad Street West; and,

WHEREAS, The Applicant requests the nonconformance expansion permit to extend existing setbacks at the subject site; and,

WHEREAS, the Property is identified as parcel number 589990030 and legally defined as P/O SW1/4 NW1/4 BOUNDED AS FOLLOWS: ON TH N BY TH S LINE OF RAILROAD ST- ON E BY THE W LINE OF FRANKLIN ST- ON THE W BY THE E LINE OF MORSE ST & ON S BY A LINE 50' NLY OF CENTERLINE OF RR OLD # 60.9990112; and

WHEREAS, the City of Norwood Young America Planning Commission reviewed the requests at their December 7, 2021 regular meeting; and,

WHEREAS, after review and discussion, the Planning Commission recommended the City Council approve the nonconformance expansion permit and site plan based on several conditions; and,

WHEREAS, at a regularly meeting on December 27, 2021, the City Council considered the requests, application materials on file with the City, and the recommendation of the Planning Commission.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a nonconformance expansion permit to extend existing setbacks and a site plan for a 6,408 square foot addition to an existing structure at 117 Railroad Street W, subject to the following conditions:

1. The "Use" of the property is defined as a contractor operation and features a 9,000 square foot structure consisting of storage and office space.
2. All application materials and plan sets are hereby incorporated by reference and accepted in good faith by the City as the Applicant's intended development, including but not limited to the attached site plan.

3. Approval of variances pertaining to number of parking spaces required and parking lot setback.
4. Compliance with all standards required and as set forth within the memo from Consulting Planner, Cynthia Smith Strack, dated December 7, 2021.
5. Compliance with any recommendations from the City Engineer, Public Services Director, and/or City Engineer.
6. Proposed driveways from Railroad Street and Morse Street and the parking lot accessed from Morse Street shall be surfaced with concrete or bituminous and have high back curb.
7. The height of wall-mounted luminaries shall not exceed 18 feet above ground level at the building line. Luminaries must face downward and include cutoffs. Light intensity at common lot lines shall not exceed one-half foot candle and light intensity at right of way boundaries shall not exceed one foot candle.
8. Trees shall be a minimum of 2½ caliper inches, be species approved by the City, and shall be replaced if they do not survive for two years after planting.
9. The use shall continuously meet all performance standards set forth in Section 1245.01 of the City Code, as may be amended.
10. Garbage /refuse area shall be enclosed in the building.
11. All signage shall require submittal of a sign permit application and approval by the Zoning Administrator and/or Building Official.
12. A building permits is required.
13. This approval is subject to all applicable codes, regulations and ordinances, and violation thereof shall be grounds for revocation.
14. This approval shall expire one year after date of approval unless the Applicant has commenced construction of the Use on the Property.
15. Approval of this site plan does not approve any future expansion or associated improvements on-site.
16. Any modifications not defined as “minor” pursuant to Section 1210.08, Subd. 4, shall require separate site plan approval.

Adopted by the City Council this 27th day of December, 2021.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk



To: Honorable Mayor Lagergren
Members of the City Council
Administrator Aukrust

From: Cynthia Smith Strack, Strack Consulting, LLC

Date: December 27, 2021

Re: Planning Commission 2021 Annual Report/2022 Goals

For review and consideration, please find attached a summary of Planning Commission activities for 2021 **(PZC held 23 public hearings)** and proposed goals for 2022.

The Planning Commission reviewed the report and established goals for 2022 and now presents the items to the City Council for approval.

2022 proposed goals are as follows:

1. Review tree requirements under landscaping standards, including a one overstory tree per 1,000 square feet of structure requirement.
2. Review the entire sign code, including review to more clearly state requirements for different types of signs, especially in the 212 corridor.
3. Review of accessory structure height maximums.
4. Consideration of less restrictive or more flexible PUD standards.
5. Examine uses in the Downtown District to incorporate uses that are common in downtowns to the east of Norwood Young America.
6. Examine density allowances in residential zoning classifications and consistency with the 2040 Comprehensive Plan update. *Carried over from 2021.*
7. Examine potential opportunities for training/enrichment of Planning Commission Members. *Ongoing.*
8. Continue review of zoning code sections. *Ongoing.*

Action:

Following review, the City Council may consider accepting the report.

NYA PLANNING COMMISSION 2021 REPORT TO CITY COUNCIL

OVERVIEW

The Norwood Young America Planning Commission is the designated planning agency for the City. The Commission advises the City Council on matters pertaining to planning, land use, and property subdivision. The Commission operates in planning, legislative, and regulatory capacities.

In its planning capacity, the Commission is responsible for making recommendations to the Council regarding the overall development and redevelopment of the City.

In its legislative capacity the Commission develops and recommends adjustments to the City Code relating to land use and the subdivision of property.

In its regulatory capacity the Commission applies existing code to proposed applications for land use and subdivision and makes recommendations to the Council thereon.

The Commission held eleven regular meetings in 2021 and attended two joint work sessions with the City Council. The Commission held regular meetings: January 5th, February 2nd, March 2nd, April 6th, May 4th, June 1st, July 6th, August 3rd, September 7th, November 3rd, and December 7th (scheduled). The Commission was scheduled to hold a regular meeting on October 5th, however, a lack of quorum resulted in no meeting. Several meetings were held virtually due to the COVID health emergency.

The Commission has six representatives. Current membership is as follows: Jerry Barr, Mike Eggers, Bill Grundahl, Craig Heher (Chair), Paul Hallquist, and Bob Smith (Vice Chair). Commissioner John Fahey resigned in December of 2020 after being elected as a Carver County Commissioner.

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SUMMARY OF MEETING ACTIVITIES

January 5, 2021

- Commissioners Bill Grundahl and Mike Eggers took an oath of office.
- Craig Heher was appointed Committee Chair, Bob Smith Committee Vice Chair. Bill Grundahl was appointed PC Liaison to Parks and Recreation Committee. Mike Eggers was appointed PC Liaison to Economic Development Commission.
- The Planning Commission held a public hearing on an Ordinance amending Chapter 1240.01 of the City Code pertaining to the Shoreland Management Overlay District and Section 1225.02 the Zoning Map to provide for the Old Town Shoreland Overlay District. The amendment was approved by Council and provides for existing development patterns in a portion of the north original townsite.
- The Planning Commission held a public hearing on a City-sponsored amendment of the official Zoning Map to rezone the first tier of lots north of Railroad Street West between Reform and Progress Streets. The rezoning, which was accepted by the City Council reclassified five parcels of record from C-3, Downtown District to RC-1, Residential Neighborhood Commercial District. It was determined that rezoning of the properties better provided for existing uses.
- The PZC held a public hearing on a request for a conditional use permit to allow limited manufacturing, assembly, and treatment of articles from previously prepared materials at 304 Main Street East. The CUP was recommended for approval with conditions and later approved by the City Council. The CUP provides for the operation of an industrial automation business with a specific focus on law enforcement and military training equipment.
- The Commission held discussion on indoor storage facilities. The Commission reviewed the potential to allow indoor storage facilities within the C-2 district under planned unit development (PUD) review.
- Mayor Lagergren presented information on the open meeting law and bid process requirements.

February 2, 2021

- The Planning Commission held a public hearing to consider a zoning code amendment to allow indoor self storage facilities in the C-2 General Commercial District. The Commission heard comment and discussed the potential to amend the code to provide for indoor self-storage facilities under planned unit development in the C-2 General

Commercial District. The hearing was held after a joint work session with the City Council which occurred on January 25th. The PC postponed action to the March meeting to provide for additional study.

- The Commission held a public hearing on a request for a Conditional Use Permit to allow limited manufacturing consisting of powder coating small metal objects at 221 Elm Street West. The Commission recommended approval with several conditions. The City Council approved the CUP which provided for use of the vacant building.
- The Commission opened and continued a public hearing on a Conditional Use Permit/Planned Unit Development request to provide for indoor self-storage at 640 and 710 Railroad Street East.
- The PC received a report containing a building permit fee comparison from the City Administrator.

March 2, 2021

- The Planning Commission held a public hearing which was continued from the previous meeting pertaining to a code amendment to allow indoor self storage facilities in the C-2 General Commercial District. The Planning Commission recommended approval of the amendment on a split vote. The City Council did not enact the amendment.
- The Planning Commission held a public hearing which was continued from the previous meeting pertaining to a Conditional Use Permit/Planned Unit Development request to provide for an indoor self-storage facility at 640 and 710 Railroad Street East in the C-2 District. The PC recommended approval of the CUP/PUD request on a split vote. The City Council did not approve of the request.
- The Planning Commission held a public hearing on a request for a Conditional Use Permit to allow outdoor storage with a marine warehouse operation at 13050 Stewart Avenue. The PZC recommended approval and the CUP was also approved by the City Council. The CUP was not recorded as the sale of the property did not materialize.
- The Planning Commission held a public hearing on an ordinance to rezone 710 Faxon Road from C-2 General Commercial to B-1 Business Industrial to provide for a cabinet manufacturing facility. The PC approved the rezoning with conditions. Later in the meeting the Commission also approved a site plan for the operation. The Council subsequently approved both items as well.
- The PC held a public hearing on an ordinance repealing and replacing Section 1215 of the city code pertaining to nonconformance expansion. The Commission had worked with the City Council to define a language providing more flexibility for nonconforming properties. The language created three levels of nonconformance review and was enacted by the City Council.

April 6, 2021

- The Planning Commission held a public hearing on a variance request pertaining to accessory structure size and height for a proposed use at 13050 Stewart Avenue. The PC recommended approval of the variance request and a companion site plan. The development did not move forward as sale of the property did not occur.
- The Commission received preliminary information regarding the need for consistency between the future land use map contained in the 2040 Comprehensive Plan and the official zoning map adopted as part of the zoning code.

May 4, 2021

- Commissioner Smith, speaking as a citizen requested the PC consider regulating sport courts. The Commission recommended discussion at a future City Council work session. That discussion occurred on May 24th.
- The Commission discussed a zoning code amendment pertaining to zoning district intent statements contained in each zoning classification. The amendment resulted from a previous discussion by the Commission about the need for consistency between the 2040 Comprehensive Plan and the zoning code. The City Council had reviewed the information at a work session on April 26th. The amendment's purpose was to clarify what future land use classifications corresponded to existing zoning districts. The Commission scheduled a public hearing for the June meeting.
- The Commission discussed a request from the City Council to consider an update to the definition of hotel/motel included in the City Code to provide more clarity.
- The Commission discussed another request from the Council to provide input on rezoning of properties south of Railroad Street and north of the railway from C-3 to RC-1 and provide for minor auto repair along with other uses such as auto sales. The PZC also discussed adding auto sales as an allowable use in the RC-1 District.

June 1, 2021

- The Planning Commission held a public hearing on an ordinance amending the City code to provide for auto sales, ATV/UTV sales, marine sales in the RC-1 District as Conditional Use. The amendment was pursuant to Council direction from a May 24th work session. The Commission recommended approval of the code amendment which was subsequently enacted by the City Council.
- The PC held a public hearing on an ordinance amending zoning district intent statements as previously discussed. The proposed amendment provided for consistency between the 2040 Comprehensive Plan future land use map and the City's official zoning map by specifying which future land uses pertain to each zoning district. The Commission recommended approval of the amendment and the Council subsequently enacted the

amendment.

- The Planning Commission held a public hearing on an ordinance rezoning certain lots south of Railroad Street and north of the railroad from Faxon Road to Progress Street. The Commission recommended approval of the rezoning which was subsequently enacted by the City Council.
- The Commission discussed a new definition for 'hotel/motel'. The Commission defined language and authorized a public hearing for a future meeting.

July 6, 2021

- The PC held a public hearing on a variance for a dynamic sign at 511 Merger Street. The Commission recommended conditional approval of the variance. The Council also approved the variance.
- The Commission held a public hearing on an ordinance amending the definition of a hotel/motel. The Commission recommended the Council approve the amendment. The City Council subsequently enacted the new definition.
- At the request of the City Council, the PZC had discussion about amending the code definition of adult bookstore, adult video store, or adult store to remove an allowance for up to 10% of any commercial establishment to be used for sale of adult use items.

August 3, 2021

- The Planning Commission held a public hearing on a Conditional Use Permit to provide for outdoor storage of school buses at 13050 Stewart Avenue. Following the hearing the PC recommended the City Council approve the CUP with several conditions. The City Council approved the CUP.
- The Planning Commission held a public hearing on an ordinance amending the definition of adult bookstore, adult video store, or adult store. The PC recommended approval of the amendment which was enacted by the City Council.
- The Commission discussed an approach to providing administrative review of sport courts, home recreation facilities, and home sports facilities. The Commission requested language be drafted for a potential code amendment.

September 7, 2021

- The Commission considered whether or not a proposed development related to TIF District 3-7 was consistent with the 2040 Comprehensive Plan. The Commission found the proposed development was consistent.

October 5, 2021.

- The meeting was canceled for lack of a quorum.

November 3, 2021

- The Planning Commission held a public hearing on a proposed plat of Tacoma West Industrial Park Fourth Addition. The Commission recommended approval of the plat and vacation of drainage and utility easements that were no longer necessary. The City Council approved the plat.
- The Planning Commission held a public hearing on a Conditional Use Permit request to allow accessory outdoor storage of watercraft and trailers on Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition. The PC recommended approval of the CUP with several conditions. The Council also took action on the request.
- The Planning Commission held a public hearing on a variance request related to accessory structure height proposed for Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition. The PC recommended conditional approval of the variance. The Council also took action on the request.
- The Planning Commission also considered and approved a site plan for the development of a marine storage warehouse facility on Lot 1, Block 1 Tacoma West Industrial Park Fourth Addition. The PC recommended conditional approval of the site plan. The Council also took action on the request.
- The Planning Commission held a public hearing on an ordinance amending the City code to provide for sport courts, home recreation facilities, and home sports facilities. The Commission recommended approval of the code amendment which was enacted by the City Council.

December 7, 2021:

- The Planning Commission is scheduled to hold a public hearing on a request for a variance related to 117 Railroad Street West and consider a nonconformance expansion permit and site plan for the same. The
- Commission will review its annual report to the City Council and proposed work list for 2022.

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GOALS ESTABLISHED IN 2020 FOR 2021

1. Update the zoning map to be consistent with 2040 planned land use. *Completed.*
2. Complete code amendment for non-conformance expansion. *Completed.*
3. Complete code amendment pertaining to the shoreland overlay district to allow flexibility in certain area. *Completed.*
4. Examine density allowances in residential zoning classifications. *Carried over to 2022.*
5. Examine potential opportunities for training/enrichment of Planning Commission Members. *Ongoing.*
6. Continue review of zoning code sections. *Ongoing.*

GOALS FOR 2022

1. Review tree requirements under landscaping standards, including a one overstory tree per 1,000 square feet of structure requirement.
2. Review the entire sign code, including review to more clearly state requirements for different types of signs, especially in the 212 corridor.
3. Review of accessory structure height maximums.
4. Consideration of less restrictive or more flexible PUD standards.
5. Examine uses in the Downtown District to incorporate uses that are common in downtowns to the east of Norwood Young America.
6. Examine density allowances in residential zoning classifications and consistency with the 2040 Comprehensive Plan update. *Carried over from 2021.*
7. Examine potential opportunities for training/enrichment of Planning Commission Members. *Ongoing.*
8. Continue review of zoning code sections. *Ongoing.*



TO: Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, City Clerk-Treasurer

DATE: December 27, 2021

SUBJECT: 2022 Budget for The Harbor

Enclosed is information provided by Laurie Hilgers regarding the 2022 cash flow budget report. She will be attending the meeting to give you a review of 2021.

Recommended Motion:

Motion to approve the 2022 Budget for The Harbor.



DATE: December 21, 2021

TO: Honorable Mayor Lagergren and Members of the City Council

FROM: Andrea Aukrust, City Administrator

RE: Second Avenue Infrastructure Improvement Project-
Shady Lane / 2nd Avenue Intersection Options

Please see the attached recommendation from Joshua Eckstein, P.E. of Bolton & Menk.

Recommendation:

A Motion to approve Option 2 based on the improved functionality, safety, and maintenance.

Norwood Young America



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

December 21, 2021

City of Norwood Young America
Attn: Tony Voigt
310 Elm St W
Norwood Young America, MN 55368

**RE: Second Avenue Infrastructure Improvement Project
– Shady Lane / 2nd Avenue Intersection Options**

Dear Mr. Voigt:

Background:

The City of Norwood Young America recently completed a Street & Utility Reconstruction Scoping Study which identified infrastructure improvements on Second Avenue as a high priority. A feasibility study which outlined infrastructure deficiencies within the project area was completed and accepted by the Council at the November 22, 2021, meeting. As part of the feasibility study, two options were developed for the Shady Lane and 2nd Avenue intersection. No formal action regarding the proposed intersection changes was taken at the November 22, 2021, meeting.

Findings:

The intersection of Shady Ln and 2nd Avenue has been reviewed and the current conditions are as follows:

- Two way stop condition
 - Northeast bound 2nd Avenue – Stop
 - Northbound Shady Lane – Stop
- 45deg skew of the Shady Lane intersection leg
- Mid curve intersection connection point

Two options for reconstruction of the intersection have been developed for consideration:

Option 1 – No Change

Reconstruct “as-is” in its current configuration. See attached figure for graphical details.

Option 2 – Modified Shady Lane connection point

Option 2 is graphically depicted on the attached figure. This option would modify Shady Lane geometry to create a 90deg connection with 2nd Avenue. Additionally, this option will change the intersection from two way stop controlled to one-way stop controlled. The stop condition on 2nd Avenue is proposed to be removed as part of this option. Based on the minimal scope changes and elimination of some pavement, this option is considered cost neutral or no-change from reconstructing it to its current condition.

Name: Shady Lane / 2nd Avenue Intersection Options
Date: December 21, 2021

At the November 22, 2021, public hearing the adjacent property owner, 218 2nd Avenue, indicated that they had questions and a few reservations related to realigning the intersection. After the public hearing, a detailed discussion of the changes as it relates to their driveway geometry, mailbox location, snow plowing, retaining wall and turf restoration took place with the property owners. They now support and are in favor of this option.

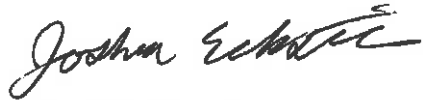
Recommendation:

Based on improved functionality, safety, and maintenance we recommend moving forward with Option 2.

Please let me know if you have any questions or require any more information about this potential project.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read "Joshua Eckstein".

Joshua Eckstein, P.E.

Cc: Jake Saulsbury, Bolton & Menk





Date: December 21, 2021

To: Honorable Mayor Lagergren and Members of the City Council

From: Andrea Aukrust, City Administrator

RE: Administrative Assistant I contract extension

As we come to the end of 2021 and all that entails, I am requesting a two-month extension of the current Administrative Assistant I contract ending on December 31, 2021, as I assess the workflows of City Hall staff in my new role here in Norwood Young America.

Given my starting date of December 6th, staff vacations, and holidays, I have not had ample time to get an accurate snapshot of staff's day-to-day and week-to-week workflows to give a sound recommendation on this position long-term.

- a. Extend the current Administrative Assistant I contract for an additional two months and assess the staff workflows over the next six-to-eight weeks.
- b. Discuss the long-term options with the Personnel Committee when a comprehensive snapshot of day-to-day operations has been assessed.
- c. Bring a thorough needs assessment to the council after sufficient information is gathered regarding the need for the Administrative Assistant I position.
- d. Council will have an understanding that the needs assessment may not be completed by the end of this contract and the contract may need to be extended or concluded and addressed at a later time as information is gathered to get a clear assessment of need.

Recommendation:

A Motion to approve the extension of the current Administrative Assistant I contract for two additional months, ending on February 28, 2022.

Norwood Young America



Date: December 21, 2021

To: The Honorable Mayor Lagergren and Members of the City Council

From: Andrea Aukrust, City Administrator

RE: 2022 Salary Schedule for Exempt and non-Collective Bargaining Unit Employees

The Personnel Committee recommends the following 2022 Salary Schedule for consideration from the City Council for Exempt and non-Collective Bargaining Unit Employees effective January 1, 2022.

- a. Please see the attached 2022 Proposed Salary Schedule
- b. Each employee step will increase by \$ 0.75 on the 2022 Salary Schedule
- c. The 2022 COLA will be 3%
- d. All Exempt and non-Collective Bargaining Unit employees will move forward on the salary schedule, effective January 1, 2022

Recommendation:

A Motion to approve and implement the proposed 2022 Salary Schedule for Exempt and non-Collective Bargaining Unit Employees, effective January 1, 2022

Norwood Young America

2022 Proposed Salary Schedule
Exempt and non-Collective Bargaining Unit Employees

	2022 Salary Schedule (proposed)										2.5% increase between steps	
	1	2	3	4	5	6	7	8	9	10		
SEASONAL	Lifeguard	1	\$12.49	\$12.78	\$13.08	\$13.39	\$13.70	\$14.03	\$14.36	\$14.70	\$15.05	\$15.41
	WSI, PSW1	2	\$13.07	\$13.38	\$13.70	\$14.02	\$14.35	\$14.69	\$15.04	\$15.40	\$15.76	\$16.14
	OC Mgr	3	\$13.69	\$14.01	\$14.34	\$14.68	\$15.03	\$15.39	\$15.75	\$16.13	\$16.51	\$16.91
	Pool Mgr	4	\$14.34	\$14.68	\$15.02	\$15.38	\$15.75	\$16.12	\$16.51	\$16.90	\$17.30	\$17.72
PART-TIME	Cust,Bus	5	\$15.02	\$15.38	\$15.74	\$16.12	\$16.50	\$16.90	\$17.30	\$17.71	\$18.14	\$18.57
	Office Asst	6	\$15.74	\$16.11	\$16.49	\$16.89	\$17.29	\$17.70	\$18.13	\$18.56	\$19.01	\$19.46
		7	\$16.48	\$16.88	\$17.28	\$17.69	\$18.12	\$18.55	\$19.00	\$19.45	\$19.92	\$20.40
		8	\$19.00	\$19.46	\$19.92	\$20.40	\$20.90	\$21.40	\$21.92	\$22.44	\$22.99	\$23.54
FULL-TIME HOURLY		9	\$19.91	\$20.39	\$20.88	\$21.39	\$21.90	\$22.43	\$22.97	\$23.53	\$24.10	\$24.68
		10	\$20.87	\$21.37	\$21.89	\$22.42	\$22.96	\$23.52	\$24.09	\$24.67	\$25.27	\$25.88
	Acct. Clerk	11	\$21.88	\$22.41	\$22.95	\$23.50	\$24.07	\$24.65	\$25.25	\$25.86	\$26.49	\$27.14
		12	\$22.93	\$23.49	\$24.06	\$24.64	\$25.24	\$25.85	\$26.48	\$27.12	\$27.78	\$28.46
EXEMPT		13	\$24.04	\$24.63	\$25.22	\$25.83	\$26.46	\$27.10	\$27.76	\$28.44	\$29.13	\$29.84
	ED/Mrktg Dir	14	\$25.21	\$25.82	\$26.45	\$27.09	\$27.77	\$28.42	\$29.11	\$29.82	\$30.55	\$31.30
		15	\$26.43	\$27.07	\$27.73	\$28.41	\$29.10	\$29.81	\$30.53	\$31.28	\$32.04	\$32.82
	City Clerk	16	\$30.54	\$31.28	\$32.05	\$32.83	\$33.63	\$34.45	\$35.30	\$36.16	\$37.05	\$37.95
	PS Dir 1	17	\$32.03	\$32.81	\$33.61	\$34.43	\$35.28	\$36.14	\$37.02	\$37.93	\$38.86	\$39.81
	PS Dir 2	18	\$33.59	\$34.41	\$35.26	\$36.12	\$37.00	\$37.91	\$38.84	\$39.79	\$40.77	\$41.77
	PS Dir 3	19	\$35.24	\$36.10	\$36.98	\$37.89	\$38.82	\$39.77	\$40.74	\$41.74	\$42.77	\$43.82
	City Admin	20	\$40.75	\$41.75	\$42.78	\$43.83	\$44.91	\$46.01	\$47.14	\$48.30	\$49.49	\$50.71



TO: Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, Clerk-Treasurer

DATE: December 27, 2021

RE: 2021 Budget Amendment

Attached are budget adjustments for 2021. These adjustments regard a variety of accounts including our LGA, a portion of the bond for 2021, water sales, the 2nd Ave – Oak Lane Project and accounts that may have had either additional or lesser activity than anticipated at the time of budgeting in 2020.

It also includes the amount paid off for the 2013 Infrastructure bond. We did not include that bond in any levy for 2022 as we took care everything in 2021.

RECOMMENDATION:

Approve Resolution 2021-51 amending the 2021 General fund, Enterprise funds, and other fund budgets.

Norwood Young America

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

RESOLUTION 2021-51

A RESOLUTION AMENDING THE 2021 GENERAL FUND, ENTERPRISE FUNDS, AND OTHER FUND BUDGETS

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

WHEREAS, the City Council of the City of Norwood Young America, County of Carver, Minnesota adopted the 2021 General Fund, Enterprise Funds, and Other Fund Budgets on December 14, 2020; and

WHEREAS, significant changes were made to the 2021 General Fund, Enterprise Funds, and Other Fund Budgets during Fiscal Year 2021 and budgeted amounts are proposed to be amended as follows.

FUND	Dept	Account Descr	2021 Budget	Adjustment	Amended Budget
101	Gen Gov	R 101-41000-36211 Insurance Return Premium	\$10,000	(\$10,000)	\$0
101	Gen Gov	R 101-41000-39209 TRANSFER FROM HARBOR SURPLUS	\$10,000	(\$10,000)	\$0
101	Gen Gov	R 101-41000-36231 REIMBURSEMENT FOR EXPENSE	\$25,000	(\$9,500)	\$15,500
101	Build Insp	R 101-42400-32211 Bldg Permit Plan Check Fee	\$35,000	(\$8,000)	\$27,000
101	Build Insp	R 101-42400-32204 Penalty	\$200	\$7,000	\$7,200
101	Gen Gov	R 101-41000-36100 Special Assessments	\$0	\$8,500	\$8,500
101	Fire Protection	R 101-42200-33423 OTHER GRANTS	\$0	\$16,000	\$16,000
101	Fire Protection	R 101-42200-36230 Contributions and Donations	\$0	\$29,000	\$29,000
101	Gen Gov	R 101-41000-33401 Local Government Aid	\$420,000	\$70,000	\$490,000
225	Economic Develop	R 225-46500-34950 Other Revenues	\$700	\$7,100	\$7,800
251	Sr. Assisted Living	R 251-46331-39207 Haven Reimbursement of Loan	\$0	\$60,500	\$60,500
251	Sr. Assisted Living	R 251-46331-39209 TRANSFER FROM HARBOR SURPLUS	\$0	\$151,000	\$151,000
258	Gen Gov	R 258-41000-33423 OTHER GRANTS	\$0	\$199,000	\$199,000
275	Fire Protection	R 275-42200-36265 Donation Received	\$0	\$10,000	\$10,000
498	Hwys, Streets, & Roads	R 498-43100-33418 Muni State Aid St Maintenance	\$0	\$31,000	\$31,000
523	Debt Service	R 523-49330-39320 Premiums on Bonds Sold	\$0	\$33,000	\$33,000
523	Debt Service	R 523-49330-39300 Proceeds-Gen Long-term Debt	\$0	\$760,000	\$760,000
601	Water	R 601-49400-37100 Water Sales	\$650,000	\$60,000	\$710,000
602	Sewer	R 602-49450-37253 Availability Chg Service Area 1	\$15,300	\$17,000	\$32,300
603	Storm Water	R 603-49500-37600 Storm Water Utility Sales	\$86,000	\$24,000	\$110,000
832	Civic Group Donations	R 832-45250-36265 Donation Received	\$0	\$5,000	\$5,000
			\$1,252,200	\$1,450,600	\$2,702,800

FUND	Description	Account Descr	2021 YTD Budget	Adjustment	Amended Budget
101	GENERAL-CITY ADM.	E 101-41300-101 Full-Time Employees Regular	\$75,000	(\$12,500)	\$62,500
101	GENERAL-CITY ADM.	E 101-41300-131 Medical/Disability Insurance	\$14,600	(\$6,000)	\$8,600
101	GENERAL-CITY ADM.	E 101-41300-310 Other Professional Services	\$0	\$21,000	\$21,000
101	GENERAL-CITY CLERK	E 101-41400-350 Print/Publishing/Postage	\$10,000	(\$5,000)	\$5,000
101	GENERAL-CITY CLERK	E 101-41400-430 Miscellaneous	\$2,000	\$5,000	\$7,000
101	GENERAL-CITY CLERK	E 101-41400-437 Maintenance Contract	\$31,000	\$10,500	\$41,500
101	GENERAL-PROF SVC	E 101-41500-303 Engineering Fees	\$23,000	(\$6,000)	\$17,000
101	GENERAL-GOVT BLDG	E 101-41940-223 Repair/Maintenance Bldg/Ground	\$55,000	\$15,750	\$70,750
101	GENERAL-FIRE	E 101-42200-151 Workers Comp: Insurance Prem	\$12,000	\$4,500	\$16,500
101	GENERAL-FIRE	E 101-42200-542 FD Equipment	\$12,000	\$15,000	\$27,000
101	GENERAL-HWYS, STREETS	E 101-43100-151 Workers Comp: Insurance Prem	\$20,000	\$7,500	\$27,500
101	GENERAL-HWYS, STREETS	E 101-43100-212 Motor Fuels	\$20,000	(\$7,000)	\$13,000
101	GENERAL-HWYS, STREETS	E 101-43100-221 Repair/Maintenance Equipment	\$50,000	(\$28,500)	\$21,500
101	GENERAL-HWYS, STREETS	E 101-43100-223 Repair/Maintenance Bldg/Ground	\$50,000	(\$15,000)	\$35,000
101	GENERAL-HWYS, STREETS	E 101-43100-224 Street Maint Materials	\$60,000	(\$19,000)	\$41,000
101	GENERAL-HWYS, STREETS	E 101-43100-380 Street Lighting	\$45,000	\$13,000	\$58,000
101	GENERAL-HWYS, STREETS	E 101-43100-500 Capital Outlay	\$37,000	(\$14,000)	\$23,000
101	GENERAL-PARKS	E 101-45200-360 Insurance	\$26,000	\$9,000	\$35,000
101	GENERAL-PARKS	E 101-45200-500 Capital Outlay	\$0	\$8,900	\$8,900
101	GENERAL-ECON.DEV.	E 101-46500-500 Capital Outlay	\$0	\$7,800	\$7,800
101	GENERAL-CEMETARY	E 101-49015-310 Other Professional Services	\$0	\$12,000	\$12,000
101	GENERAL-BUS	E 101-49800-103 Part-Time Employees	\$15,000	(\$8,000)	\$7,000
101	GENERAL-BUS	E 101-49800-365 Insurance Claims	\$0	\$5,000	\$5,000
225	ECONOMIC DEV	E 225-46500-453 Deferred Loan/Grant	\$0	\$10,000	\$10,000
251	HARBOR / HAVEN	E 251-46331-611 Bond Interest	\$0	\$60,500	\$60,500
251	HARBOR / HAVEN	E 251-46331-720 Operating Transfers	\$10,000	(\$10,000)	\$0
275	CAPITAL-FIRE	E 275-42200-552 FD Vehicles	\$0	\$50,000	\$50,000
275	CAPITAL-CIVIL DEFENSE	E 275-42500-500 Capital Outlay	\$0	\$23,000	\$23,000
320	2013 INFRASTRUCTURE REHABILI	E 320-49300-533 Streets-Other Improvements	\$51,939	(\$52,000)	(\$61)
407	TAX INCREMENT 1-5 PEACE VILLAG	E 407-41960-455 Refunds/Reimbursements	\$51,025	\$40,000	\$91,025
495	2nd AVE LIFT STATION-STR RECON	E 495-43100-303 Engineering Fees	\$50,000	\$194,000	\$244,000
495	2nd AVE LIFT STATION-STR RECON	E 495-43100-310 Other Professional Services	\$0	\$19,000	\$19,000
495	2nd AVE LIFT STATION-STR RECON	E 495-43100-500 Capital Outlay	\$0	\$1,010,000	\$1,010,000
496	OAK LANE IMPR PROJECT	E 496-43100-303 Engineering Fees	\$30,000	\$80,000	\$110,000
496	OAK LANE IMPR PROJECT	E 496-43100-500 Capital Outlay	\$0	\$550,000	\$550,000
497	Underpass Project - 2020	E 497-43100-528 Underpass Expenses	\$0	\$106,000	\$106,000
520	2013 INFRASTRUCTURE	E 520-49330-601 Debt Srv Bond Principal	\$160,000	\$555,000	\$715,000
522	2020 GO Bond	E 522-49330-601 Debt Srv Bond Principal	\$623,856	\$71,000	\$694,856

FUND	Description	Account Descr	2021 YTD Budget	Adjustment	Amended Budget
601	WATER	E 601-49400-223 Repair/Maintenance Bldg/Ground	\$45,000	\$39,000	\$84,000
601	WATER	E 601-49400-500 Capital Outlay	\$65,000	(\$44,000)	\$21,000
602	SEWER	E 602-49450-221 Repair/Maintenance Equipment	\$25,000	\$13,000	\$38,000
602	SEWER	E 602-49450-303 Engineering Fees	\$30,000	(\$29,000)	\$1,000
602	SEWER	E 602-49450-500 Capital Outlay	\$102,000	(\$86,000)	\$16,000
602	SEWER	E 602-49450-605 Cost of Issuance	\$0	\$29,000	\$29,000
603	STORM WATER UTILITY	E 603-49500-223 Repair/Maintenance Bldg/Ground	\$20,000	(\$14,000)	\$6,000
603	STORM WATER	E 603-49500-500 Capital Outlay	\$10,000	(\$10,000)	\$0
			\$1,844,420	\$2,611,950	\$4,456,370

NOW THEREFORE, BE IT RESOLVED that the City Council of Norwood Young America, Carver County, Minnesota, hereby amends the 2021 General Fund, Enterprise Funds, and Other Fund Budgets as identified above.

Adopted by the Norwood Young America City Council this 27th day of December 2021.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk/Treasurer



TO: Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, City Clerk-Treasurer

DATE: December 27, 2021

SUBJECT: Funds received under the American Rescue Plan Act

Norwood Young America received ARPA funding in 2021 in the amount of \$199,412. This is the first half of the funding which was allocated to the City.

Along with the funding which was allocated to the City, the State ended up having additional funds available from the American Rescue Plan Act. The State of MN received \$377 million and almost \$12 million were unrequested after the October 11, 2021 deadline.

Per the U.S. Treasury the funds needed to be redistributed by the State. The amount ended up being approximately \$3.47 per capita, with a cap of 75 of the most recent adopted budget.

Two separate resolutions are enclosed for approval and acceptance of the funding.

Recommended Motion:

Motion to approve Resolution No. 2021-46 accepting the Redistribution of Unrequested Coronavirus Local Fiscal Recovery Fund Established Under the American Rescue Plan Act.

Motion to approve Resolution No. 2021-47 accepting the Coronavirus Local Fiscal Recovery Funds Established Under the American Rescue Plan Act.

RESOLUTION NO. 2021-46

A RESOLUTION TO ACCEPT THE REDISTRIBUTION OF UNREQUESTED CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA") which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs).

WHEREAS, NEUs generally have populations below 50,000.

WHEREAS, The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory.

WHEREAS, after the deadline of October 11, 2021, passed for NEUs to request ARPA funds, nearly \$12 million of the \$377 million available to Minnesota's NEUs remained unrequested.

WHEREAS, as allowed by the U.S. Treasury, the State of Minnesota has redistributed these remaining funds amongst eligible local governments who requested ARPA funds.

WHEREAS, the redistribution amount is approximately \$3.47 per capita, capped at 75% of the most recent budget adopted as of January 27, 2020.

WHEREAS, \$13,060 has been allocated to the City of Norwood Young America ("City") pursuant to the ARPA (Redistribution).

WHEREAS, the Redistribution will be distributed in two tranches with half received in 2021 and the second half in 2022.

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds.

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

1. The City accepts the Redistribution of coronavirus local fiscal recovery fund established under the ARPA to be used in a manner consistent with guidance adopted by the United State Department of Treasury.

2. The City Clerk and Mayor are authorized to take actions to secure the Redistribution for the City, if necessary.

Adopted by the City Council of Norwood Young America, Minnesota this 27th day of December 2021.

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk/Treasurer

**CITY OF NORWOOD YOUNG AMERICA
RESOLUTION NO. 2021-47**

**A RESOLUTION TO ACCEPT THE CORONAVIRUS LOCAL FISCAL RECOVERY
FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT**

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans (“Pandemic”). The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs;

WHEREAS, as a result of the Pandemic, cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19.

WHEREAS, city revenues, businesses, and nonprofits in the city have faced economic impacts due to the Pandemic.

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”), which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, \$ 199,412 has been allocated to the City of Norwood Young America (“City”) pursuant to the ARPA (“Allocation”) in 2021.

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds.

WHEREAS, the City, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury’s ARPA guidance.

WHEREAS, the State of Minnesota will distribute ARPA funds to the City because its population is less than 50,000.

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

1. The City intends to collect its share of ARPA funds from the State of Minnesota to use in a manner consistent with the Department of Treasury’s guidance.
2. City staff, together with the Mayor and the City Administrator, are hereby authorized to take any actions necessary to receive the City’s share of ARPA funds from the State of Minnesota for expenses incurred because of the Pandemic.

3. City staff, together with the Mayor and City Administrator, are hereby authorized to make recommendations to the City Council for future expenditures that may be reimbursed with ARPA funds.

Adopted by the City Council of Norwood Young America, Minnesota, this 27th day of December 2021.

Carol Lagergren, Mayor

Attest:

Andrea Aukrust, City Administrator



DATE: December 21, 2021
TO: City Council
FROM: Andrea Aukrust, City Administrator
RE: COVID-19 PTO

From the onset of the declaration of a worldwide pandemic by the World Health Organization (WHO) and the Centers for Disease Control (CDC) in 2020, cities have had to change their policies to adapt to the current and sustaining conditions and ramifications of the pandemic.

In early 2020 the City Council approved to pay employees up to 80 hours of PTO for themselves and 54 hours for their child if they needed to be out due to COVID-19. The Council had approved it through 2020 and then extended it through September 30, 2021. This leave did not go against an employee's PTO.

With the continued increase in cases across the country, state, county, and locally and with no end in sight, the Personnel Committee is proposing the following for City Council consideration to help alleviate the burden on the employees and encourage staff to test and stay home if they are sick.

- a. To again allow employees up to 80 hours of PTO for themselves and 54 hours for their child without going against their personal PTO one time each in each calendar year, going back retro to October 1, 2021, and starting over again January 1, 2022, and yearly until the CDC or WHO, whichever one comes first, declares an end to the COVID-19 pandemic.
- b. This allotment of PTO cannot be carried forward at the end of each calendar year.
- c. Any employee who wishes to use COVID-19 PTO must first provide lab-confirmed test results with the employee's name, date, and test result, or provide a video of the employee taking an at-home rapid test and showing the entire testing process and the result of the test in one continuous video session. The video would then be sent to the employee's direct Supervisor for final approval by the Supervisor and City Administrator.
- d. A mandatory lab-confirmed test must be provided for the use of the Child COVID-19 PTO allotment. The child's name, test date, and test result must be on the submitted documentation. ***No videos of children will be allowed.***
- e. All COVID-19 PTO will be tracked in payroll.
- f. Once the allotment of 80 hours of PTO for the employee has been exhausted, the employee must use their personal banked PTO for COVID-19 illness; they cannot use the 54 hours allotted to attend to their child for personal use. Anyone who shows signs of illness will be sent home and required to show a negative test to return to work. The employee will be required to use their personal banked PTO during isolation or quarantine.

Recommendation:

A Motion to approve the extension of the COVID-19 PTO benefit for all employees with conditions allowable under the law.

Norwood Young America