



CITY COUNCIL AGENDA

July 25, 2022 –

5:00 p.m.

City Council Workshop

6:00 p.m.

City Council EDA Meeting

& City Council Meeting

City Council Chambers

310 Elm Street W.

Norwood Young America, MN 55368

WORKSHOP

1. CALL MEETING OF THE SPECIAL WORKSHOP TO ORDER

- 1.1 Approve Agenda
- 1.2 City buildings
- 1.3 Adjournment

EDA

2. CALL MEETING OF THE EDA TO ORDER

- 2.1. Pledge of Allegiance
- 2.2. Approve Agenda
- 2.3. Approve the minutes of June 27, 2022
- 2.4. NextStage Agreement—Allie B's
- 2.5. Adjournment

CITY COUNCIL MEETING

3. CALL MEETING OF THE CITY COUNCIL TO ORDER

4. APPROVE AGENDA

5. 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.)

6. 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.)

- 6.1. Approve minutes of July 11, 2022
- 6.2. Approve payment of Claims
- 6.3. Solicitor application
- 6.4. Personnel Committee hiring recommendation—Public Services Technician
- 6.5. National Night Out road closure—Devonshire Drive
- 6.6. Central Schools project road closure—SW 7th Street
- 6.7. Liquor License—West Carver Lions

7. PUBLIC HEARING

8. OLD BUSINESS

9. NEW BUSINESS

- 9.1. Personnel Committee Recommendation—Mayor Lagergren
- 9.2. Wellhead Protection Plan Proposal—Bolton & Menk, Inc.
- 9.3. Retaining wall proposal—Bolton & Menk, Inc.
- 9.4. Culvert—Bolton & Menk, Inc.
- 9.5. **Approval of Ordinance No. 354 Amending City Code Rezoning of 309 1st Street NE and 312 1st Street NE**—Jared Johnson, WSB (*First Reading*)
- 9.6. **Resolution 2022-23 Approving a Comprehensive Plan Amendment for 309 1st Street NE & 312 1st Street NE**—Jared Johnson, WSB
- 9.7. Discussion of Draft Ordinance No. 346 Accessory Ground Mounted Solar Systems—Jared Johnson, WSB
- 9.8. The Meadows 2nd Addition Met Council update—Jared Johnson, WSB
- 9.9. **Resolution 2022-24 Appointing Election Judges for the 2022 Elections**—Angela Brumbaugh, Clerk-Treasurer

10. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

11. ADDITIONAL INFORMATION—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.

12. ADJOURNMENT

UPCOMING MEETINGS / EVENTS

August 2, 2022	Planning Commission Meeting	6:00 PM
August 5, 2022	NYA Food Distribution	2:00 – 3:30 PM
August 8, 2022	City Council Meeting	6:00 PM
August 9, 2022	Primary Election	7:00 AM to 8:00 PM City Council Chambers
August 10, 2022	Economic Development Commission Meeting	6:00 PM
August 16, 2022	Park and Recreation Commission Meeting	4:45 PM
August 18, 2022	Senior Advisory Meeting	9:00 AM
August 22, 2022	Workshop/EDA/City Council Meeting	5:00 PM/6:00 PM
August 25-28, 2022	Stiftungsfest!	Please see the website for schedule



ECONOMIC DEVELOPMENT AUTHORITY MINUTES

June 27, 2022 – 6:00 PM

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

Attendance:

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

ABSENT:

STAFF: : Andrea Aukrust (City Administrator), Angela Brumbaugh (City Clerk/Treasurer),

OTHERS: Lee Hall (NextStage)

2. Call EDA Meeting of City Council to Order:

Mayor Lagergren called the EDA meeting to order at 6:00 PM. Five Council Present.

2.1 Pledge of Allegiance

2.2 Approve Agenda

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

2.3 Approve minutes of May 23, 2022 meeting

Motion: CH/MM to approve the minutes as submitted. Motion passed 5-0.

2.4 Revolving Loan Fund request – Allie B's LLC

Lee Hall with NextStage discussed a loan request from Alice Bunn d/b/a Allie B's.

- Both Citizens State Bank and NextStage authorized loans to Alice Bunn
- A gap loan needed to be secured for the remaining balance
- NextStage agreed to share second position lien with the City
- Hall projects a strong cash flow

Motion: MM/AK to approve issuing a \$10,000 loan to Alice Bunn at 5% interest with a 60-month term.

Motion passed 5-0.

2.5 Adjournment

Motion: CH/MM to adjourn at 6:12 PM. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk/Treasurer



TO: Mayor Lagergren and City Council Members, acting as the Economic Development Authority

FROM: Angela Brumbaugh, City Clerk-Treasurer

DATE: July 25, 2022

SUBJECT: Participation Agreement with NextStage

=====

The Economic Development Commission (EDA) approved issuing Alice Bunn d/b/a Alli B's a \$10,000 loan through the Revolving Loan Fund at the June 27, 2022 EDA meeting.

Lee Hall with NextStage attended the meeting to give the details and logistics of the loan along with the repayment plan. NextStage will be administering the loan with Alli B's and sending payments to the City after they have collected them from Ms. Bunn.

Attached is a Participation Agreement which is between NextStage and the City of Norwood Young America. Authorization of this agreement will give Administration the ability to do business with NextStage. NextStage will handle all transactions with Alli B's. The City's funds will be deposited directly into our account via ACH after NextStage receives them from Alli B's.

Recommended Motion:

Motion to authorize Staff to enter into a Participation agreement with NextStage to allow them to handle the operations regarding the loan to Alli B's from the Revolving Loan Fund.

PARTICIPATION AGREEMENT

PARTIES:

NextStage ("Lender")
8400 Normandale Lake Boulevard, Suite 920
Bloomington, MN 55437

City of Norwood Young America ("Participant")
310 Elm Street West
PO Box 59
Norwood Young America, MN 55368

RECITALS:

- A. Lender has made a loan or loans or provided other financial accommodations in the total amount of Twenty Thousand and No/100 Dollars (\$20,000.00) (the "Project Loans") to Alli B's LLC (hereinafter referred to as the "Borrower") as evidenced by Promissory Notes, Loan Agreements, Security Agreements, and other various loan documents (collectively, the "Project Documents").
- B. Specifically, Lender has made a loan or provided other financial accommodations in the total amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Loan") to the Borrower as evidenced by a Promissory Note, Loan Agreement, Security Agreement, and other various loan documents (collectively, the "Loan Documents").
- C. Participant has agreed to purchase a one hundred percent (100%) interest in that certain Loan Agreement dated as of June 29, 2022, by and between Lender and the Borrower upon its terms and conditions.

AGREEMENTS:

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

1. Participation. Lender hereby grants to Participant, in exchange for the payment by Participant to Lender of Ten Thousand and No/100 Dollars (\$10,000.00), a one hundred percent (100%) ownership interest (the "Participating Interest") in the Loan, interest thereon, all security given therefore, and all Loan Documents, as outlined on Schedule A; and Participant hereby acquires, without recourse to Lender, the Participating Interest, all under the terms and conditions of this Loan. The relationship between Lender and Participant shall not be construed as creating a debtor-creditor relationship between Lender and Participant. The amount of interest to be charged on the principal of the portion of the Loan held by Participant outstanding shall be at the rate of 5.00% and Participant's portion of the Loan's principal is evidenced by a separate note from Borrower payable to Lender in the total principal amount Ten Thousand and No/100 Dollars (\$10,000.00) and reflecting such interest rate.

2. Application of Payments on Loan. Lender will service the Loan, collect all payments made to Lender with respect to the Loan, which shall include any proceeds from collateral given as security for payment of the Loan, and when collected, apply the payments (after deduction of any costs of collection) in accordance with the following terms:

(a) Prior to Default. So long as no default has occurred under any Loan Document, Lender shall apply the payments made with respect to the Loan first to reduce the amount of accrued and unpaid interest on the portions of the Loan held by Lender and by Participant, then Lender shall apply the remaining portion of payments made with respect to the Loan to reduce the principal on the portions of the Loan held by Lender and by Participant.

(b) After Default. After a default has occurred under any Loan Document, Lender shall apply the payments made with respect to the Loan pro rata to reduce the principal on the Lender's and Participant's portion of the Loan and then to reduce the amount of accrued and unpaid interest on the Lender's and Participant's portion of the Loan.

3. Control of Credit. Lender reserves the right, and Participant hereby grants Lender the power and authority, to administer, manage and service the Loan and to take any action and make all decisions, with respect to the Loan, in its sole discretion. Without limiting the generality of the foregoing, Lender may, with written notice to Participant (i) waive the performance of obligations of the Borrower; (ii) excuse the nonoccurrence of conditions; (iii) exercise collection rights with respect to any collateral; (iv) foreclose against any collateral; (v) accept a transfer in lieu of foreclosure; (vi) collect and receive any and all payments, collections and proceeds of collateral made or delivered by or for the account of Borrower and at its sole discretion release such payments, collections and proceeds to Borrower or apply the same to the payment of indebtedness; (vii) enforce rights against third parties; and (viii) otherwise do and refrain from doing any and all acts and things which Lender would be required or permitted to do or refrain from doing under or with respect to the Loan document as fully as if Lender had retained Lender's entire interest as lender under the Loan Documents but acting on behalf of Participant and all other participants, if any. In doing so, Lender shall act with honesty in fact and shall exercise the same degree of care as it would exercise if it had not sold the Participating Interest and were in fact the sole owner of the Loan. Neither Lender nor any of its directors, officer, employees or agents shall be liable for any action taken or omitted by Lender or any of them except in the case of willful misconduct or where Lender has failed to exercise such standard of care, and then only for actual proximate damages (but not for general or exemplary damages). If Participant is unsatisfied with Lender's collection efforts on the Loan, Participant may as its sole remedy purchase Lender's portion of the Loan by delivery to Lender a certified check made payable to Lender in the amount of the remaining principal and accrued interest due under Lender's portion of the Loan (and exclusive of the Participating Interest), plus reasonable collections costs, if any, incurred by Lender in connection with the Loan.

Notwithstanding the foregoing Lender may not without written approval from Participant adjust the pricing on note purchased by Participant, extend the term on note purchased by Participant, or extend or increase the maturity on any notes issued under this Loan Agreement.

4. No Representation or Warranties by Lender. Lender makes no representations or warranties, express or implied, with respect to the Loan of the Borrower, and expressly disclaims any representation or warranty as to the collectibility of the Loan, the continued solvency of the Borrower or the existence, sufficiency or value of any collateral. Without in anyway limiting the generality of the foregoing, (i) Lender shall not be liable or responsible for any representations or warranties made by, or for obligations binding upon or assumed by, the Borrower or any else; (ii)

Lender does not make any representation or warranty as to the genuineness, legality, validity, perfection, priority, enforceability or sufficiency of the Loans; or of any security interests, mortgage liens, guaranties, or other collateral rights and remedies securing the Loan; or of any of the Loan Documents or any other agreement made or instrument, document or writing issued thereunder, in connection therewith, or as a result thereof; and (iii) Lender does not make any representation or warranty as to the Borrower, as to any financial statements or collateral reports submitted by or for the Borrower, as to any risk or loss with respect to the Loan or as to an matter whatsoever, except only that Lender warrants to Participant that Participant will have good title to Participating Interest acquired by Participant hereunder. In no event shall Participant have any right or recourse against Lender with respect to the Loan.

5. Participant's Representations. Participant acknowledges that it has received and reviewed the Loan Documents and, by agreeing to purchase the Participating Interest, Participant shall be deemed to have approved the Loan Documents in all respects, both as to form and as to content. Participant acknowledges that it has had access to all of the financial and other information that Participant had requested or believes to be necessary to enable Participant to make an independent and informed judgment with respect to the Loan, the Borrower and Borrower's credit and the desirability of the Participating Interest in the Loan. Participant has, without reliance on Lender and based upon such documents and information as Participant has deemed appropriate, made its own credit analysis and decision to purchase the Participating Interest in the Loan. **PARTICIPANT ACKNOWLEDGES THAT LENDER MAKES NO WARRANTY OR REPRESENTATION AND SHALL NOT BE RESPONSIBLE FOR ANY STATEMENT, WARRANTY OR REPRESENTATION MADE IN CONNECTION WITH THE COLLATERAL OR ANY DOCUMENT IN CONNECTION WITH THE LOAN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PARTICIPANT ACKNOWLEDGES THAT LENDER HAS MADE NO GUARANTY OF REPAYMENT IT BEING UNDERSTOOD THAT PARTICIPANT SHALL LOOK ONLY TO THE BORROWER, ANY OBLIGOR AND THE COLLATERAL FOR REPAYMENT OF THE COLLATERAL FOR REPAYMENT OF THE LOAN.**

6. Preferential Payments. In the event any payment made by the Borrower upon the Loan is subsequently recovered from Lender or from Participant by the Borrower or the Borrower as a debtor-in-possession, or by any trustee or receive under any applicable bankruptcy or insolvency law, such amount shall be reimbursed by Participant and Lender according to the provisions of paragraph 2 hereof.

7. Records. Lender shall keep and maintain at all time, all proper books of account, files, and records, reflecting the Participating Interest, which records shall be available for review by Participant upon reasonable notice by Participant to Lender.

8. Declaration of Default. This agreement shall govern the relationship between the Parties as to the collection and liquidation of collateral and the application of proceeds from liquidated collateral. If the obligations of the Borrower are discharged and Lender still holds collateral, this Agreement shall remain in full force and effect and govern the relationship of Lender and Participant until all such collateral is liquidated and the proceeds applied.

9. Notice. Any notice which may or shall be required to be given under this Agreement shall be given by certified mail, return receipt requested, postage prepaid to a party at such party's address set forth above, or at such other address as such party may notify the other party in writing as provided herein. All notices shall be deemed given when mailed.

10. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

(b) Counterparts. This agreement may be executed in multiple counterparts, and any set of Agreements collectively bearing the original signatures of all parties shall constitute a single document.

(c) Severability. In the event any provision of this Agreement conflicts with applicable law or is declared to be invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Agreement which may be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

(d) Forbearance Not a Waiver. Any forbearance by any party in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy.

(e) Headings. The heading to the various parts and subparts of this Participation Agreement are for convenience only and shall be disregarded in interpreting any of the provisions hereof.

Executed by the Parties on _____.

Lender:
NextStage

Participant:
City of Norwood Young America

By: _____
Lee Hall
Its Chief Executive Officer

By: _____
Its _____



CITY COUNCIL MINUTES

July 11, 2022 – 6:00 PM

City Council Chambers

310 Elm Street West

Norwood Young America, MN 55368

Attendance:

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

ABSENT:

STAFF: Andrea Aukrust (City Administrator), Angela Brumbaugh (City Clerk/Treasurer),

OTHERS: Brad Falteysek-Abdo Solutions, Vic Perlbach, Richard Stolz, Sharilyn Feltmann, Elroy Latzig,

Brandon Stender, Karla and Dewey Horman, John Edison-City Attorney, Tessia Melvin-David Drown and Associates

1. Call City Council Meeting to Order:

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

1.1 Pledge of Allegiance

2. Approve Agenda

Change: Amended the minutes for June 27, 2022

Add: 6.1 to Old Business – Joint meeting update

Pull: 7.2 Pavement Condition Evaluation

Motion: CS/AK to approve the agenda with listed changes. Motion passed 5-0.

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

4. Consent Agenda

4.1. Approve minutes of June 27, 2022 (amended)

4.2. Approve payment of Claims

4.3. Road Closure—Taste of NYA

4.4. Road Closure—Stiftungsfest

4.5. Firefighter hiring recommendations

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

5. Public Hearing

6. Old Business

6.1 Joint Meeting Update

- Joint meeting has been held quarterly
- Currently have numerous things on the list that are ongoing
- Would like to postpone until January 2023 in order to continue working on the current list and not increase the workload at this time

Motion: MM/CS to postpone the Joint Commission meeting from July 13, 2022 until January 2023.

Motion passed 5-0.

7. New Business

7.1 2021 Audit Review

- Unmodified (clean) opinion from Abdo Solutions
- Policy for General fund is 35% but we use 50% in the Long-Range Plan for a guideline
- Our current fund balance is 75% for the General Fund

- Tax rate is staying at around 70%
- Water fund is at 95% for Debt Service coverage
- Sewer fund is at 92% for Debt Service coverage
- \$4.5 million debt is The Harbor

Motion: CH/AK to accept the 2021 Financial Statement Audit by Abdo Solutions. Motion passed 5-0.

7.2 Pavement Condition Evaluation – pulled from the Agenda

7.3 Ordinance 352 An Ordinance Amending City Code: Chapter 20. FEES Section 2000

- There were no changes from the Public Hearing last meeting.

Motion: CH/CS to approve the Adoption of Ordinance No. 352, an Ordinance Amending the Fee Schedule “Schedule A” Chapter 20, Section 2000.02 of the Norwood Young America City Code. Motion passed 5-0.

7.4 Resolution 2022-22 Appointing election Judges for the 2022 Elections

- Elections will be in the City Council Chambers the same as it was in 2020

Motion: CS/MM to adopt Resolution 2022-22 as resolution appointing Election Judges for the 2022 Elections. Motion passed 5-0.

7.5 Old Town Update

Vic Perlbach discussed tearing down the old building and using the existing footings

- Introducing an attic to help with heat and several other ideas
- Goal is to make it look the same as it does today
- New accessible entry
- Third door in the middle won't be used
- Stairs will be moved to the new door
- Plan is to move ahead with demolition this fall
- Start construction in the spring

Motion: MM/CH to approve the Schematic Design with the noted changes and move forward to the Design Phase of the Old Town project. Motion Passed 5-0.

7.6 Close Meeting

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

Motion: CH/MM to go into closed Session under Minnesota Statute Section 13D.03 to Discuss Labor Negotiations Strategy at 6:42 p.m. Motion passed 5-0.

Motion: CS/CH to open the meeting at 7:12 p.m. Motion passed 5-0.

7.7 David Drown and Associates 2022 and 2023 Recommendations

Tessia Melvin with David Drown and Associates (DDA) discussed the recommendations from DDA regarding the new wage grid.

- Want to be marketable with other comparable cities
- Move all full-time employees into the new wage grid

Motion: to approve the new 2022 and 2023 salary schedule recommended by David Drown & Associates and City administration. Motion passed 5-0.

Motion: CH/CS to approve the placement of individual full-time, non-union city employees on the new 2022 salary schedule, effective for the pay period starting on July 2, 2022, as David Drown & Associates and City administration recommended. Motion passed 5-0.

7.8 Other Official action following closed session, if necessary

John Edison stated in order to implement the changes to the salary schedules for the union, a Memorandum of Agreement would need to be signed.

Motion: CH/AK to approve the proposed Memorandum of Agreement between the City of Norwood Young America and Local 49. Motion passed 5-0.

8. Council Member and Mayor and Staff Reports

CH – Public Hearing on Planning and Ordinance 346, ground mounted solar systems on Industrial Park 3-3 vote at planning on allowing on side and

AK – nothing to add

CS – nothing to add

MM – nothing to add

CL – A good turnout at the Summer Meals for Kids Program

Andrea – People on 2nd Avenue have neighborhood meetings with Bolton and Menk. Knock on the door to let people know. 1 week behind because they had to start out a week behind. All removals have been completed. All utilities will be installed. Next week of July 18th need to be paved.

9. Adjournment

Motion: MM/CS to adjourn at 7:28 PM. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Angela K. Brumbaugh, City Clerk/Treasurer



more than a place, it's home.

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

To Be Approved: July 25, 2022

Payroll EFT

Check #	507372 - 507392	\$	21,636.64
Check #	507393 507404	\$	5,362.28

Voided Checks

Check #

Prepays

Check # #

Claims Pending Payment

Check #	33277 - 33314	\$	832,043.69
---------	---------------	----	------------

Cardmember e-check

Grand Total	\$	<u>859,042.61</u>
-------------	----	-------------------

CITY OF NORWOOD YOUNG AMERICA

07/22/22 2:16 PM

Page 1

***Check Detail Register©**

Batch: 072522clm

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
33277	07/25/22	CARVER COUNTY			
E 101-42100-311		County Police Contract	\$584.64	SHERI00364	2ND QTR POLICE
		Total	\$584.64		
33278	07/25/22	CENTERPOINT ENERGY			
E 602-49450-383		Gas Utilities	\$19.57		830 ELM
E 602-49450-383		Gas Utilities	\$19.42		918 SERENITY
E 601-49400-383		Gas Utilities	\$18.04		640 TACOMA
E 602-49450-383		Gas Utilities	\$19.52		406 2ND AVE
E 602-49450-383		Gas Utilities	\$19.42		11 TRILANE
E 601-49400-383		Gas Utilities	\$18.93		104 3RD AVE
		Total	\$114.90		
33279	07/25/22	DHOORE, PAUL			
E 601-49400-208		Medical-Physicals	\$37.50		DOT PHYSICAL
E 602-49450-208		Medical-Physicals	\$37.50		DOT PHYSICAL
E 602-49450-221		Repair/Maintenance Equip	\$99.99		POWER PROTECTOR
		Total	\$174.99		
33280	07/25/22	DIVERSIFIED PLUMBING & HEATING, INC			
E 101-41940-223		Repair/Maintenance Bldg/	\$1,815.00	33554	
E 101-45200-221		Repair/Maintenance Equip	\$155.00	33821	417 ELM
E 101-49860-221		Repair/Maintenance Equip	\$287.96	33833	322 REFORM ST
		Total	\$2,257.96		
33281	07/25/22	GLENCOE FLEET SUPPLY, INC			
E 101-41940-223		Repair/Maintenance Bldg/	\$109.14	61388	
		Total	\$109.14		
33282	07/25/22	HAWKINS INC			
E 101-49860-216		Chemicals and Chem Pro	\$661.32	6226850	
		Total	\$661.32		
33283	07/25/22	HEALTH PARTNERS			
G 101-21706		Hospitalization/Medical Ins	\$13,485.59		
		Total	\$13,485.59		
33284	07/25/22	HENNING EXCAVATING			
E 601-49400-223		Repair/Maintenance Bldg/	\$4,280.00	8290	
E 601-49400-223		Repair/Maintenance Bldg/	\$7,615.00	8291	
		Total	\$11,895.00		
33285	07/25/22	HOLTON ELECTRIC CONTRACTORS			
E 602-49450-223		Repair/Maintenance Bldg/	\$225.00	4656	WWTP
		Total	\$225.00		
33286	07/25/22	HYDRO ENGINEERING INC			
E 601-49400-221		Repair/Maintenance Equip	\$50.00	97155	
		Total	\$50.00		

CITY OF NORWOOD YOUNG AMERICA

07/22/22 2:16 PM

Page 2

***Check Detail Register©**

Batch: 072522clm

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
33287	07/25/22	INTERNATIONAL UNION			
G 101-21712		Union Dues	\$210.00		
		Total	\$210.00		
33288	07/25/22	INTERSTATE BATTERY SYS OF MPLS			
E 101-41940-223		Repair/Maintenance Bldg/	\$108.76	60081200	
		Total	\$108.76		
33289	07/25/22	KWIK TRIP INC.			
E 101-43100-212		Motor Fuels	\$168.00		
E 101-43100-212		Motor Fuels	\$20.39		
E 101-43100-212		Motor Fuels	\$123.71		
E 101-45200-212		Motor Fuels	\$81.43		
E 101-43100-212		Motor Fuels	\$121.00		
		Total	\$514.53		
33290	07/25/22	LAKETOWN ELECTRIC CORP			
E 494-43100-500		Capital Outlay	\$4,250.00	36541	MOVE POLE BY 201 E MAIN ST
		Total	\$4,250.00		
33291	07/25/22	LARAWAY ROOFING			
E 602-49450-223		Repair/Maintenance Bldg/	\$23,140.00	1-03902	WWTP
		Total	\$23,140.00		
33292	07/25/22	MARCO TECHNOLOGIES LLC			
E 101-41400-437		Maintenance Contract	\$154.00	INV10171948	
		Total	\$154.00		
33293	07/25/22	METRO VENT			
E 101-41940-223		Repair/Maintenance Bldg/	\$620.00	2189	LIBRARY AC
		Total	\$620.00		
33294	07/25/22	METRO WEST INSPECTION SERVICES			
E 101-42400-312		Building Inspection Fee	\$5,734.87		
		Total	\$5,734.87		
33295	07/25/22	MID-COUNTY CO-OP OIL ASSN			
E 101-45200-223		Repair/Maintenance Bldg/	\$137.38	5545	CORNERSTONE
E 101-45200-223		Repair/Maintenance Bldg/	\$274.75	5578	CORNERSTONE
E 101-42200-212		Motor Fuels	\$203.68	64776	DYED DIESEL
E 101-43100-212		Motor Fuels	\$1,054.07	64776	DYED DIESEL
E 101-45200-212		Motor Fuels	\$451.74	64776	DYED DIESEL
		Total	\$2,121.62		
33296	07/25/22	MINN DEPT OF HEALTH			
E 601-49400-406		LICENSES	\$175.00		WELL PERMIT
		Total	\$175.00		
33297	07/25/22	MINNESOTA VALLEY TESTING LAB, INC			
E 601-49400-217		Lab Fees	\$101.00	1152706	
E 602-49450-217		Lab Fees	\$38.00	1153199	

CITY OF NORWOOD YOUNG AMERICA

07/22/22 2:16 PM

Page 3

***Check Detail Register©**

Batch: 072522clm

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49450-217		Lab Fees	\$38.00	1154155	
		Total	\$177.00		
33298	07/25/22	MN PUBLIC FACILITIES AUTHORITY			
E 601-49400-601		Debt Srv Bond Principal	\$62,000.00		
E 601-49400-611		Bond Interest	\$16,907.07		
		Total	\$78,907.07		
33299	07/25/22	NORWOOD YOUNG AMERICA TIMES			
E 601-49400-350		Print/Publishing/Postage	\$19.50	901188	
E 101-41110-350		Print/Publishing/Postage	\$46.80	902111	
		Total	\$66.30		
33300	07/25/22	PAULSON, MARK			
R 601-49400-36200		Miscellaneous Revenues	\$154.10		OVERPAYMENT OF FINAL BILL
		Total	\$154.10		
33301	07/25/22	PEARSON BROS. INC.			
E 101-43100-425		Street Maint seal coat	\$54,885.68	5580	SEAL COAT
		Total	\$54,885.68		
33302	07/25/22	PERFORMANCE PLUS LLC			
E 101-42200-208		Medical-Physicals	\$151.00	122915	MED EXAM
		Total	\$151.00		
33303	07/25/22	QUILL CORPORATION			
E 101-41400-200		Office Supplies	\$271.14	25287758	
		Total	\$271.14		
33304	07/25/22	ARMOR INC			
E 101-42200-221		Repair/Maintenance Equip	\$24.90	62887	
		Total	\$24.90		
33305	07/25/22	SUN LIFE ASSURANCE COMPANY			
G 101-21707		Disability Insurance	\$415.68		
		Total	\$415.68		
33306	07/25/22	THE DESIGN PARTNERSHIP LTD			
E 275-45200-302		Architects Fees	\$15,392.68	2014	OLD TOWN
		Total	\$15,392.68		
33307	07/25/22	TWIN CITIES & WESTERN RAILROAD			
E 101-43100-440		Lease	\$368.69	M900298-IN	
E 101-43100-440		Lease	\$401.59	M900299-IN	
		Total	\$770.28		
33308	07/25/22	UNIQUE PAVING MATERIALS CORP			
E 101-43100-224		Street Maint Materials	\$706.05	66866	WINTER MIX
		Total	\$706.05		
33309	07/25/22	UNUM LIFE INSURANCE CO			
G 101-21715		Life Ins	\$228.15		

CITY OF NORWOOD YOUNG AMERICA

07/22/22 2:16 PM

Page 4

***Check Detail Register©**

Batch: 072522clm

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$228.15		
33310	07/25/22	US POSTAL SERVICE			
E 601-49400-350		Print/Publishing/Postage	\$183.27		AUG WATER BILL
E 602-49450-350		Print/Publishing/Postage	\$183.27		AUG WATER BILL
E 603-49500-350		Print/Publishing/Postage	\$183.28		AUG WATER BILL
Total			\$549.82		
33311	07/25/22	USA BLUE BOOK			
E 602-49450-210		Operating Supplies	\$240.63	039525	CHLORINE, BUFFER PACK
Total			\$240.63		
33312	07/25/22	WM MUELLER & SONS INC			
E 494-43100-500		Capital Outlay	\$580,597.12		2N PAY REQUEST
E 101-43100-224		Street Maint Materials	\$1,233.98	278133	
E 101-43100-224		Street Maint Materials	\$1,241.09	278214	
E 101-43100-224		Street Maint Materials	\$1,258.47	278273	
Total			\$584,330.66		
33313	07/25/22	XCEL ENERGY			
E 101-43100-380		Street Lighting	\$122.01		313 CENTRAL
E 101-43100-381		Electric Utilities	\$95.04		300 N FAXON
E 101-43100-381		Electric Utilities	\$17.99		710 E RR
E 101-41940-381		Electric Utilities	\$4,011.18		
E 101-42200-381		Electric Utilities	\$718.75		
E 101-42500-381		Electric Utilities	\$13.81		
E 101-43100-380		Street Lighting	\$6,471.07		
E 101-43100-381		Electric Utilities	\$397.50		
E 101-45200-381		Electric Utilities	\$1,470.21		
E 101-45500-381		Electric Utilities	\$2,229.42		
E 601-49400-381		Electric Utilities	\$4,487.14		
E 602-49450-381		Electric Utilities	\$4,284.72		
E 101-49860-381		Electric Utilities	\$1,084.10		
Total			\$25,402.94		
33314	07/25/22	YOUNG AMERICA TOWNSHIP			
E 101-43100-224		Street Maint Materials	\$236.46		GRAVEL
E 101-41320-510		Land	\$2,545.83		JAM ANNEXATION
Total			\$2,782.29		
10100 CHECKING			\$832,043.69		

CITY OF NORWOOD YOUNG AMERICA

07/22/22 2:16 PM

Page 5

***Check Detail Register©**

Batch: 072522clm

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
---------	------------	-------------	--------	---------	---------

Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$107,209.02
275 CAPITAL	\$15,392.68
494 2nd Ave PHASE II	\$584,847.12
601 WATER FUND	\$96,046.55
602 SEWER FUND	\$28,365.04
603 STORM WATER UTILITY	\$183.28
	<hr/>
	\$832,043.69



TO: Mayor Lagergren and Council Members

FROM: Angela Brumbaugh, City Clerk/Treasurer

DATE: July 25, 2022

RE: Solicitor Permit Application – Legacy Restoration LLC

The City has received a Solicitor permit application from Legacy Restoration, LLC. Legacy Restoration offers Home Restoration Services with Shakopee, Savage, and Champlin being recent locations they have done business.

Brad Kaye and Marie Crebessa are the people listed to be authorized with this permit. The fee was received at the time of receiving the application.

Chapter 3 of the City Code states the following:

Solicitor. *The term “solicitor” shall mean a person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services, of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person’s activity is to obtain or attempt to obtain orders as discussed above. The term solicitor shall mean the same as the term canvasser.*

RECOMMENDATION:

A motion to approve the Solicitor Permit for Legacy Restoration, LLC as defined in Chapter 3 of City Code.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, City Clerk/Treasurer

DATE: July 25, 2022

RE: Personnel Committee Recommendation —New hire for Public Service Technician Streets/Parks

The Personnel Committee recommends the approval of the hiring of Mr. Corey Sharp. Mr. Sharpe comes with over twenty years of experience with Government Employment as a full-time Public Works worker in the areas of both streets and parks departments. He has completed the Public Works Program from Hamline University. Previous employment is primarily in City Government but also includes some County. The recommendation is to have Administration start Mr. Sharpe on Grade Six (6) —Step Six (6) on the approved union pay scale on Tuesday, August 2nd, 2022.

- ❖ Current CDL with tanker
- ❖ Heavy equipment operator
- ❖ Set up and Maintained Parks
- ❖ Class C Water License
- ❖ Class SC Wastewater License
- ❖ Tree Inspector
- ❖ Street Maintenance
- ❖ Snow plowing and snow removal

Consent Agenda item:

Approve the Personnel Committee's recommendation to hire Corey Sharpe as a PS Technician at Grade Six (6)—Step Six (6) with a start date of Tuesday, August 2nd, 2022.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council

FROM: Angela Brumbaugh, City Clerk/Treasurer

DATE: July 25, 2022

SUBJECT: Street Closure Request for Tuesday, August 2nd, 2022

Carolyn Durbin has requested permission to close 528 Devonshire Drive to Second Avenue on Tuesday, August 2nd from 6:00 p.m. until 9:00 p.m. for a National Night Out neighborhood gathering.

Recommended Motion:

Motion to approve closing the street from Devonshire Drive to Second Avenue on Tuesday, August 2nd, 2022 from 6:00-9:00 p.m. for a National Night Out Neighborhood Gathering.



TO: Honorable Mayor Lagergren and City Council

FROM: Andrea Aukrust, City Administrator

DATE: July 25, 2022

SUBJECT: Central Schools Project Street Closure Request

Ike McWaters, Project Manager from Nexus Solutions, has requested a road closure of SW 7th Street (map enclosed) to complete a utility work tie-in on the Central Schools Project. They request the road closure from July 27, 2022, to August 2, 2022. If the utility work is completed sooner, they will open the road immediately.

Recommended Motion:

Motion to approve closing SW 7th from County Road 25 to SW 4th Avenue from July 27, 2022, to August 2, 2022, for Central Schools Project utility tie-in.

Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013
Phone: (651) 257-6864
Fax: (651) 257-3393

Letter of Transmittal



TO: Larson Engineering

Date: 6/16/2022
Project: Central School Athletic Improvements
ATTN: Justin Nielson
RE: Traffic Control Plan

We are sending you the following: ☒ Attached ☐ Under Separate Cover

The following items: ☒ Submittals ☐ Prints ☐ Plans ☒ Other
☐ Requisitions ☐ Change Orders ☐ Samples

Copies	Date	No.	Description
1	6/16/2022		Traffic Control Plan

These are transmitted as indicated below:

☒ For your use ☐ Approval as noted ☒ For Approval ☒ As requested
☐ Approved for Construction ☒ For review and comment ☐ Returned for corrections
☐ For payment ☐ Return ☐ Corrected Prints ☐ For bids due: _____

Remarks:

Signed: Matt Dressy

Title: Assistant Project Manager

.....



To: Mayer Lagergren and Council Members
From: Angela Brumbaugh, City Clerk/Treasurer
Date: July 25, 2022
Subject: Temporary Liquor License

NYA West Carver Lions Club is requesting a temporary liquor license for October 28, 2022. The event will be held at the Pavilion. After the Council approves the temporary license, liability insurance documentation will be received, and the application will be emailed to Alcohol and Gambling Enforcement for final approval.

A check covering the fee for the temporary license has already been received from the West Carver Lions Club.

Recommended Motion:

Approve the temporary liquor license for NYA West Carver Lions Club for the event held on October 28, 2022.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Personnel Committee

DATE: July 25, 2022

RE: Personnel Recommendations

The City Council hired David Drown and Associates in 2021 to conduct a market analysis, calibration, and implementation of a new pay plan. Tessia Melvin from David Drown and Associates has presented information and made recommendations to the council. The Personnel Committee recommends implementing the changes from DDA for the administrative positions to be competitive in the market area. The Economic Development and Marketing Director position will now be the Community and Economic Development Director, and the Clerk-Treasurer will now be the Clerk-Finance Director to match their job descriptions better.

Recommended Motions:

Motion to approve the new position title, grades, and steps retroactive to July 2, 2022.

- Community and Economic Development Director grade 9, step 10,
- Clerk-Finance Director grade 13, step 6
- City Administrator step 9

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members
FROM: Andrea Aukrust, City Administrator
DATE: July 25, 2022
RE: LRE and Bolton & Menk—Wellhead Protection Plan Proposal

Enclosed you will find the Wellhead Protection Plan proposal from LRE for assisting Bolton & Menk and the City of Norwood Young America with completing Part 1 of the City's Wellhead Protection (WHP) Plan.

This proposal outlines the tasks necessary for delineation of the wellhead protection area (WHPA), assessment of the well aquifer vulnerability, and associated reporting requirements commonly required by the Minnesota Department of Health (MDH).

The Part 1 WHP Plan is being completed to include the City Wells No. 2 and 3, with Well No. 3 serving as an emergency backup well. LRE's proposal will meet the requirements for Part 1 of the WHP Plan following Minnesota Rules 4720.5100 to 4720.5590 to obtain approval from the MDH.

Recommended Motion:

Motion to approve the proposal from LRE and Bolton & Menk for completing Part 1 Wellhead Protection Plan for the City of Norwood Young America.

Norwood Young America



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

July 21, 2022

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

RE: Wellhead Protection Plan

Dear Ms. Aukrust:

Background:

The Minnesota Department of Health (MDH), pursuant to Minnesota Rules, part 4720.5130, subpart 3, has notified the city of Norwood Young America that it is required to prepare and submit to the MDH a Wellhead Protection Plan (WHP) for all municipal wells. The City's water supply system is being phased into the Minnesota's WHP program.

The WHP is a program intended to prevent contaminants from entering wells used by public water supply systems. The emphasis is on preventing problems before they occur, supporting public health protection, and protecting public water supply system infrastructure.

The MDH has determined that the deadline to submit the completed WHP, including Part I & Part II, is April 1, 2023.

Recommendations:

We recommend authorizing the preparation of Part I of the WHP. Part I will be primarily prepared and completed by LRE Water with support and oversight by Bolton & Menk, Inc. A detailed work plan and proposal from LRE Water is attached to this memo. The total estimated fee, LRE and BMI, for Part I is \$30,000.

The timeline to complete Part I is approximately 7 to 8 months. Therefore, if this work is authorized on July 25, 2022, Part I would be completed within the February to April 2023 timeframe. At that time, we will prepare a scope of work for Part II and request authorization for that work. It is anticipated that Part II will take approximately 6 months to complete. If Part I work is authorized, we will reach out to MDH to request an extension of the April 1, 2023, deadline.

Please contact me if you have questions and I will be available at the next Council meeting to discuss this potential project in greater detail.

Sincerely,

Bolton & Menk, Inc.

Joshua Eckstein, P.E.

Cc: Jake Saulsbury, Bolton & Menk



June 22, 2022

Seth Peterson
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337-1649

RE: Proposal for Completing the Part 1 Wellhead Protection (WHP) Plan
City of Norwood Young America, MN

Dear Seth,

LRE Water (LRE) has prepared this proposal for assisting Bolton & Menk, Inc. (BMI) and the City of Norwood Young America (City) with completing Part 1 of the City's Wellhead Protection (WHP) Plan.

PROJECT UNDERSTANDING

The purpose of this section is to present LRE's understanding of the Part 1 WHP Plan project (Project) objectives and goals, and the work that will be implemented to meet these goals. This proposal outlines the tasks necessary for delineation of the wellhead protection area (WHPA), assessment of the well and aquifer vulnerability, and associated reporting requirements commonly required by the Minnesota Department of Health (MDH).

The Part 1 WHP Plan is being completed to include City Wells No. 2 and 3 (Minnesota Well Index [MWI] Unique Nos. 132256 and 420969), with Well No. 3 serving as an emergency backup well. LRE's proposal will meet the requirements for Part 1 of the WHP Plan following Minnesota Rules (MR) 4720.5100 to 4720.5590 to obtain approval from the MDH.

The objectives are as follows:

- Assemble the necessary data elements;
- Delineate the WHPAs for the City wells;
- Delineate the Drinking Water Supply Management Area (DWSMA);
- Conduct well and aquifer vulnerability assessments;
- Complete the final report and deliverable requirements; and,
- Attend Project meetings virtually.

PROJECT APPROACH

The Project approach is based on our LRE Project team's familiarity with the MDH requirements, and staff who have completed more than 40 Part 1 WHP Plan projects in Minnesota, and conducted hydrogeologic assessments of the Wonewoc and Mt. Simon bedrock aquifers. LRE has compiled and reviewed information from the City's August 2020 Comprehensive Plan, the MDH scoping decision letter, well logs from MWI Database, maps from the Minnesota Department of Natural Resources (MDNR) and Minnesota Geological Survey (MGS), and reviewed the MetroModel 3 (MM3). These provided information on how we will approach the Project.

A successful Part 1 WHP Plan is developed through a comprehensive analysis and evaluation of existing data and new data obtained by performing a number of tasks. LRE will approach Part 1 of the City's WHP Plan by completing the proposed tasks in an efficient and cost-effective manner that addresses the specific aspects of the well field and meets the requirements of the MDH and MR 4720.5100 to 4720.5590.

The ultimate goal of the WHP Plan is to ensure that the aquifers utilized by the City are protected as the current and future water sources. The first phase of this process is to delineate the WHPAs. This is done by characterizing the local hydrogeology, developing a site-specific conceptual hydrogeologic model, delineating the 1-, 5-, and 10-year times-of-travel (capture zones) used to delineate the WHPAs for all City wells, and assessing the vulnerability of the wells and the aquifer within the delineated DWSMA. The need for a surface water delineation and/or fracture flow delineation are not anticipated given the source aquifers; therefore, costs for these are not included in this proposal.

To begin the WHPA delineation process, initial collection of the data elements that will be outlined in the scoping meeting notes will be completed. Typically most of this information is available through the public domain.

Using the assembled data, LRE will make a general evaluation of these criteria and build upon existing information to refine the existing conceptual hydrogeologic model that is specific to the City and surrounding area. Following development of the initial conceptual hydrogeologic model, LRE will discuss the delineation criteria and the WHPA delineation method with MDH.

The following scope and costs are based on our understanding of the City's current well field and the experience of LRE's Project team completing WHP Plans for wells completed in the Wonewoc and Mt. Simon aquifers.

I. SCOPE OF SERVICES

Task 1: Assemble Data Elements

Our review of the MDH's scoping letter and our understanding of the MDH requirements and MM3 will allow us to efficiently complete the Project. A Determination of Aquifer Properties - Aquifer Test Plan



(DAP-ATP), however, will be required by the wellhead rule to document the aquifer transmissivity used in the delineation process. This task includes preparation of the plan. No additional aquifer testing is anticipated. In addition, reports, maps, hydrogeologic cross sections, publications, and personal communication with BMI, City, and MDH staff will also provide information. This proposal assumes that two cross sections will be needed, and completed as part of Task 1, to accurately depict the hydrogeology at and near the City wells.

Task 2: Delineate WHPAs Using MODFLOW

LRE will create a local-scale numerical flow model that includes the City. This local model will be created from a portion of the MM3 by refining the model grid and updating the model layers in the area of the City with geologic information obtained since the completion of the MM3.

LRE will use MODFLOW to simulate the flow field and delineate the WHP Areas. The modeling platform Groundwater Vistas will be used and will provide BMI and the City with a cost-effective, flexible, and appropriate model. Once the model is created, the required time-of-travel zones will be used to determine the WHP Areas for the City wells. Pumping rates applied to each well will be based on the maximum daily volume determined from either: 1) the previous 5 years; or, 2) the projected annual pumping over the next 5 years.

Following the initial WHPA delineation from this task, LRE will calibrate the model and complete the sensitivity analysis as required by the MDH.

The costs associated with modeling in Task 2 assume the aquifer parameters and hydrogeologic information in the MM3 are reasonably calibrated and significant changes to the conceptual model and aquifer parameters will not be required. Additionally, it is assumed that the aquifer pumping test data from the 1978 Well No. 2 24-hour capacity test will be analyzed and summarized in the DAP-ATP, and that incorporation of other aquifer test data will not be required.

Task 3: Delineate the DWSMA

Following completion of Tasks 1 and 2, LRE will work with the City and MDH in delineating the boundaries of the DWSMA. The DWSMA includes the surface and subsurface area surrounding the wells and follows the WHPA as closely as possible in accordance with the rules. The boundaries of the DWSMA will be identified using landmarks as defined in the rules.

Task 4: Assess Well Field and DWSMA Vulnerability

LRE will assist with the vulnerability assessment within the DWSMA in accordance with MR 4720.5210. The assessment will follow the MDH's guidance document, Assessing Well and Aquifer Vulnerability for Wellhead Protection. The assessments will include a review of well construction details to evaluate individual well vulnerability. LRE will evaluate data from the above tasks to assess the vulnerability of aquifers underlying the DWSMA. This will include review of geologic logs, cross sections and maps, and existing groundwater chemistry and any isotopic data.

Task 5: Complete Report

Following completion of the above tasks, LRE will prepare a draft report. The report will include the conceptual hydrogeologic model, model input and the results used to delineate the WHPAs, DWSMA, and well and aquifer vulnerability assessments. After review of the draft, a final report will be prepared which incorporates comments received from BMI, the City, and MDH staff. Supporting data files that are Project-specific and define aquifer characteristics used in the model will be delivered in ArcGIS format.

Task 6: Attend Project Meetings (Virtually)

LRE is assuming two meetings will be required: one for the required pre-delineation meeting with the MDH hydrologist; the second will be an interim meeting with LRE and the MDH to discuss the modeling results and determine if it meets MDH's expectations. If other meetings are necessary during the Project, LRE will notify BMI. LRE assumes the meetings with MDH will be held virtually. Costs also include attending one City Council meeting, if needed.

II. TIME REQUIRED

We can begin the proposed services as soon as we receive authorization to proceed. We estimate the services under Part I can be completed in 6 to 8 months pending time for MDH to review.

Delays caused by major changes in the project plans or by circumstances beyond the control of the engineer could extend the time of completion.

III. PAYMENT

We believe the services described above can be accomplished for \$28,600. Project costs may vary depending on MDH review and additional requirements. This cost does not include a fracture flow delineation or conjunctive delineation, which are not anticipated given the source aquifers. LRE will discuss any out-of-scope costs prior to beginning any additional services or tasks that exceed the estimated budget. The estimated time and materials, not-to-exceed cost to complete the Project is as follows:

Task	Task Name	LRE Labor
1	Assemble Data Elements	\$5,000
2	Delineate WHPAs Using MODFLOW	\$11,000
3	Delineate the DWSMA	\$400
4	Assess Well Field and DWSMA Vulnerability	\$4,600
5	Complete Report	\$5,600
6	Attend Project Meetings	\$2,000
		\$28,600

Invoices are submitted monthly for time and expenses incurred. Terms of payment are net 30 days. Overdue accounts are subject to an interest charge of 1.5 percent per month and services will stop whenever payment is overdue more than 75 days.

Payments for our services, like other professional services, are based on the actual time spent on your behalf and are measured by standard hourly rates in effect at the time the services are performed. For those assigned to your team, those rates currently range from \$200–\$275 for principals and senior advisors/consultants; \$100–\$260 for engineers and hydrologists; and \$75–\$140 for data processing, technicians and IT support. Individuals are assigned to a project based on the type of services involved and the experience and expertise of the individual.

Routine expenses such as telephone and copies are included in the rates above. Outside expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent to cover handling and administration. Reimbursable expenses billed at cost include airfares, automobile rental, and other travel or per diem costs. Subconsultants to LRE are billed at cost plus 10 percent.

The scope described under Part I represents our estimate of the services required based on the information provided. As the project proceeds and additional facts are discovered, it may be necessary to perform additional services and some items described may not be needed. For these reasons, we can provide only an estimate of the time and cost of completing the services.

IV. LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the project to both BMI and LRE, the risks have been allocated such that BMI agrees, to the fullest extent permitted by law, to limit the liability of LRE and its officers, employees, and sub-consultants, to BMI and all of BMI's contractors and consultants, for any and all claims, losses, costs, damages of any nature whatsoever; or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of LRE to BMI shall not exceed the total amount of \$100,000 or the total fees billed to this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding anything to the contrary herein, in no event shall either Party hereto be liable to the other for any special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity or loss of prospective revenue, arising out of this Agreement, however same may be caused. This Section shall survive the expiration or termination of this Agreement.

V. SPECIAL SERVICES

Services in addition to those described under Part I will be performed or obtained for the client's account upon request and approval at rates currently in effect. Special services may include,



but are not limited to, expert testimony, appearances at public meetings, soil investigations, topographic and land surveys, including establishment of boundaries, well drilling, well and aquifer testing, electric logging, water quality sampling and analysis, preparation of construction drawings and specifications, material testing, data management, environmental permitting, and regulatory compliance.

Acceptance of this proposal and authorization to proceed with the services can be indicated by signing one copy and returning it to us for our files. The terms of this proposal will be honored for a period of 30 days.

We look forward to discussing this proposal with you and if you have any questions or concerns about the services offered in the proposal please call us at 651-341-8199.

Thank you for providing us the opportunity to present this proposal to BMI.

Sincerely,

LRE WATER



William H. Fronczak, P.E., Esq.
Vice President – Risk Management



Roscoe Sopiwnik, PG, GISP
Project Manager



Dave Hume, PG
Vice President – Midwest Operations

For: _____
Contracting Agency

By: _____
Authorized Signature/Title

Date:

WHF/RFS/DSH





TO: Honorable Mayor Lagergren and City Council Members

FROM: Andrea Aukrust, City Administrator

DATE: July 25, 2022

RE: Bolton & Menk— East Railroad Street Retaining Wall Repair Proposal

Enclosed you will find the East Railroad Street retaining wall repair proposal from Bolton & Menk, Inc. to correct the retaining wall, drainage system, and associated failures. The wall is greater than four feet tall and requires engineering prior to construction.

Recommended Motion:

Motion to authorize Bolton & Menk, Inc. to prepare plans and specifications and to receive quotes for the East Railroad Street retaining wall repair.

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

July 21, 2022

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

RE: East Railroad Street Retaining Wall Repair

Dear Ms. Aukrust:

Background:

A modular block retaining wall exists along the north side of East Railroad Street adjacent to The Harbor at Peace Village property. The wall separates the trail from the drainage ditch which conveys stormwater through the site. The road and sidewalk are elevated above the drainage ditch and the wall serves as grade separation and support between the two facilities.

Findings:

Visual observations of the wall revealed a failure of the wall system at one location. The observed failure is directly above a drain tile which indicates a potential issue with the retaining wall drainage system. A sink hole is also forming in the trail directly above the failure point in the wall, which also indicates some degree of drainage system failure. The wall is greater than 4 feet tall which requires design drawings to be completed prior to construction.



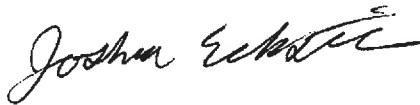
Name: East Railroad Street Retaining Wall Repair
Date: July 21, 2022

Recommendations:

It is recommended to authorize repair the failing portion of the wall system along with associated trail and wood rail fence. As part of the wall repair, the drain tile and drainage system behind the wall will be inspected and fixed as needed. The adjacent trail will need to be removed to facilitate wall repair and will be patched when the wall work is complete. We also recommend installation of a bituminous curb along the top of the wall to direct runoff water to the curb and gutter and away from the wall. The wood rail fence will also be repaired as needed for fall protection. If authorized, plans and specifications will be prepared, and quotes will be received for the work. Authorization to award the contract will be requested at a future, meeting when quotes have been received and contractor schedules have been reviewed.

Please contact me if you have questions and I will be available at the next Council meeting to discuss this potential project in greater detail.

Sincerely,
Bolton & Menk, Inc.

A handwritten signature in black ink, reading "Joshua Eckstein". The signature is fluid and cursive, with a stylized "J" and "E".

Joshua Eckstein, P.E.

Cc: Jake Saulsbury, Bolton & Menk



TO: Honorable Mayor Lagergren and City Council Members
FROM: Andrea Aukrust, City Administrator
DATE: July 25, 2022
RE: Bolton & Menk—Culvert Replacement Memo

Enclosed you will find the culvert replacement memo from Bolton & Menk. Considerations to take under advisement are that the city will be responsible for the long-term maintenance and that using the recommended concrete pipe culvert versus an HDPE pipe product is in the city's best interest in the long run. Additionally, the city will be cost-sharing the project, and that option is a rarity for a city.

Recommended Motion:

Motion to approve a cost share with Central Schools for installation of a concrete pipe culvert to be constructed as part of the "Central Schools Improvement Project," not to exceed \$50,000.

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

July 21, 2022

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

RE: Culvert Replacement Memo

Dear Ms. Aukrust:

Background:

A regional drainage ditch which conveys stormwater through the city flows generally north to south and a portion of this ditch runs through school property. A segment of the ditch system south of 7th Street is converted to a pipe culvert to accommodate athletic fields. The culvert is on School Property but as part of the current school improvement project, a drainage and utility easement will be granted over the pipe and open portion of the ditch to preserve the right for future access and maintenance by City staff. A written maintenance agreement does not exist. However, it is anticipated that future maintenance will be completed by City staff in cooperation with the school district.

The existing metal culvert is planned to be replaced as part of the current school improvement project. A quote of \$116,600 was received from the contractor to install a new concrete culvert. The quote received is higher than the school's budgeted amount for this improvement. A second quote was then obtained substituting high-density polyethylene (HDPE) pipe for the original concrete pipe. This quote of \$67,278 falls in line with the school's budgeted amount.

A material substitution request was made by the school project team. The request was reviewed by the city engineering department which was conditionally accepted as long as six specific installation requirements were met. The requested HDPE pipe material with the specific installation requirements does meet industry standards for this application.

Consideration:

Although the HDPE pipe meets standards for this application there is a higher risk of additional maintenance or earlier replacement timing. As stated above, long term maintenance of this pipe will likely fall on City staff or a contractor hired by the City. With that in mind, it is recommended to consider a cost share with the school to satisfy the funding gap that exists with the concrete pipe. We feel the City will save more than the initial investment in long term staff time and direct cost savings.

Name: Culvert Replacement Project

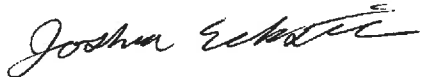
Date: July 21, 2022

It is recommended that the City consider a cost share for installation of a concrete culvert to be constructed as part of the school improvement project. The final will need to be negotiated with the school project management team but not to exceed \$50,000.

Please contact me if you have questions. I will be available at the next Council meeting to discuss this potential project in greater detail.

Sincerely,

Bolton & Menk, Inc.

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

Joshua Eckstein, P.E.

Cc: John Swanson, Bolton & Menk



8326 WYOMING TRAIL
CHISAGO CITY, MN 55013
(P) 651.257.6864
(F) 651.257.3393
PETERSONCOMPANIES.NET

Date: 7/20/2022
Project: Central HS Athletic

Ike McWaters
Nexus Solutions

Description: RCP vs. HDPE Pricing Comparison

Ike,

Below is a breakdown of pricing between using RCP and HDPE. The HDPE is dual wall, with water tight joints, anti-seepage collars, metal flared end section, bedded and backfilled 6" around the pipe.

Description	Labor / Material	QTY	Unit of Measure	Unit Price	Total
42" RCP					
Remove and Dispose of 42" CMP ~ 348LF	5 Man Pipe Crew	6	HR	\$959.00	\$5,754.00
Dumpster	Dumpster	3	Ea	\$600.00	\$1,800.00
FES 16 - 42" RCP	5 Man PC	1.5	HR	\$959.00	\$1,438.50
Install 346LF of 42" RCP	5 Man PC	17.5	HR	\$959.00	\$16,782.50
RCP Aprons and Pipe	Forterra	1	LS	\$80,225.78	\$80,225.78
	10%	0.1	%	\$106,000.78	\$10,600.08
RCP Sub Total					\$116,600.86
Description	Labor / Material	QTY	Unit of Measure	Unit Price	Total
42" HDPE					
Remove and Dispose of 42" CMP ~ 348LF	5 Man Pipe Crew	6	HR	\$959.00	\$5,754.00
Dumpster	Dumpster	3	Ea	\$600.00	\$1,800.00
FES 16 - 42" CMP Galv	5 Man PC	1.5	HR	\$959.00	\$1,438.50
Install 346LF of 42" Dual Wall HDPE, w/ seep collars	5 Man PC	15	HR	\$959.00	\$14,385.00
Pipe - HDPE DW, CMP FES, Seepage Stoppers	Core and Main	1	LS	\$30,208.00	\$30,208.00
Sand Bedding - 6" top & bottom, 15" on sides (per manufacture recommendations)		379	TN	\$11.00	\$4,169.00
Dispose of excess materials	Disposal	17	LD	\$100.00	\$1,700.00
Disposal - Trucking	Trucking	17	HR	\$145.00	\$2,465.00
	10%	0.1	%	\$53,585.50	\$5,358.55
HDPE Sub Total					\$67,278.05

Thanks,

Zak Milton
651-257-0360



TO: NYA City Council

FROM: Jared Johnson, Planning Consultant - WSB

DATE: July 25, 2022

SUBJECT: Rezoning and Comprehensive Plan Amendment for 309 & 312 1st Street NE

Background

At their June 13, 2022 meeting, the City Council recommended rezoning 309 and 312 1st Street NE from R-3 Medium Density Mixed Residential to C-3 Downtown District. Rezoning these two properties has been discussed by both the Planning Commission and City Council since May. Recent proposals to redevelop 312 1st Street into contractor service operations have failed because the current designation does not allow that use. The City identified both 309 and 312 1st Street NE as suitable properties to be rezoned from residential to allow permitted land uses that conform with the land uses currently on the sites. The City Council agreed that the C-3 Downtown District best fits the properties as it will allow non-residential uses, including contractor operations with a conditional use permit, while blending in with the current C-3 zoning nearby, in downtown.

The following are the existing uses occurring on the property:

- 309 1st Street NE: Storage, outdoor and indoor
 - Has a CUP for legal nonconforming outdoor storage for up to 10% of the lot area
- 312 1st Street NE: Storage, outdoor only, no building
 - Has a CUP for legal nonconforming outdoor storage up to 17% of the lot if fenced or 15% if not fenced

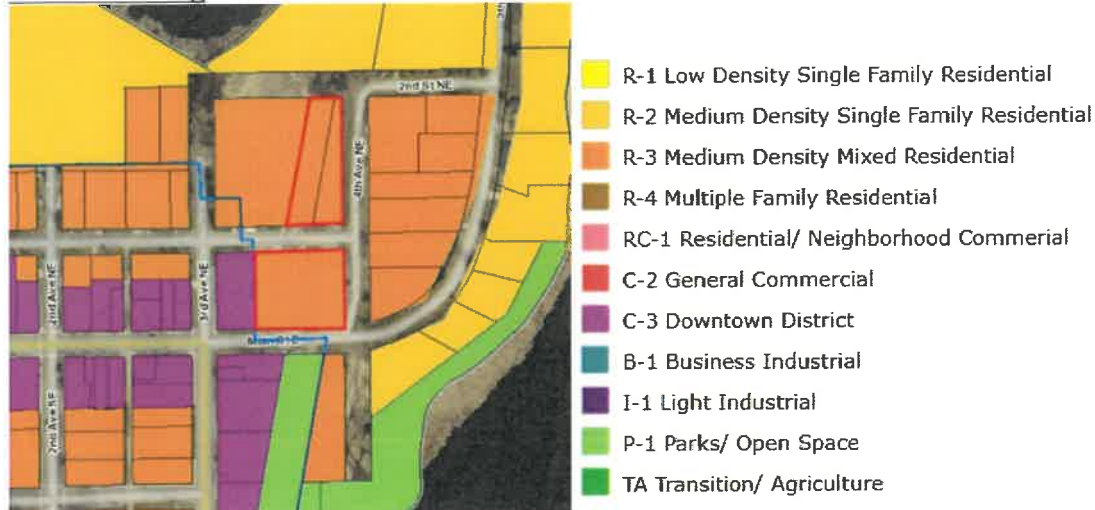
Rezoning the two properties will not automatically void the existing CUP's as they run with the land. The outdoor storage must cease for one year for the CUP to be terminated. If a different use is proposed for the site, the City can use the existing CUP as a basis for discussion but would most likely result in rescinding the current CUP and approval a new one with appropriate conditions.

Planning Commission Meeting

At their July 5, 2022 meeting, the Planning Commission held a public hearing and ultimately recommended the City Council approve both the rezoning and the required comprehensive plan amendments for the properties.

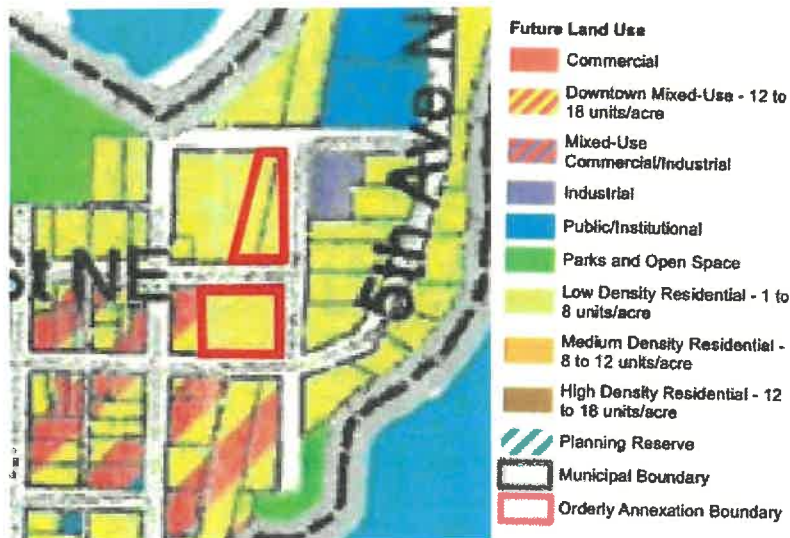
There were no public comments made during the meeting. Richard Stolz at 308 1st Street NE submitted a letter (attached) to the City stating concerns on the reasoning for rezoning the properties.

Current Zoning



Comprehensive Plan

The 2040 Comprehensive Plan designates the future land use of these properties as Low Density Residential. This designation does not align with the current uses on the two properties. The recent inquiries for these properties do not meet the current zoning nor the future land use designation. Rezoning the two properties to C-3 Downtown District requires a Comprehensive Plan Amendment from Low Density Residential to Downtown Mixed Use to ensure the ordinance and Plan are in compliance



Action

After review and discussion staff is recommending the City Council make a motion to approve Ordinance No. 354 approving the rezoning of 309 & 312 1st Street NE from R-3 Medium Density Mixed Residential to C-3 Downtown District.

After review and discussion, staff is recommending the City Council make a motion to approve Resolution 2022-23 approving a Comprehensive Plan Amendment for 309 & 312 1st Street re-guiding the properties from Low Density Residential to Downtown Mixed Use with the following condition:

1. Comprehensive Plan Amendments are contingent on final approval from the Met Council.

Attachments

Ordinance No. 354

Resolution 2022-23

308 1st Street NE Resident Letter

CITY OF NORWOOD YOUNG AMERICA ORDINANCE NO. 354

AN ORDINANCE AMENDING CHAPTER 1225.02 OF THE NORWOOD YOUNG AMERICA CITY CODE REZONING 309 1st STREET NE & 312 1st STREET NE

THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA
HEREBY ORDAINS:

- I. Chapter 1225.02 of the Norwood Young America City Code is amended by rezoning the following described property outlined in red on the attached Exhibit “A” from R-3 Medium Density Mixed Residential to C-3 Downtown District:
 - PID: 580510520 (309 1st STREET) LEGALLY DESCRIBED AS “BLK 10 EXC W 100' THEREOF INCLUDING ABANDONED RR OLD #95.0500570”
 - PID: 580110100 (312 1st STREET) LEGALLY DESCRIBED AS “IN SE1/4 NE1/4 FORMER RR LEASE DESC AS: COMM AT INTERSECTION OF N LINE MAIN ST & W LINE”
 - PID: 580510521 (312 1st STREET) LEGALLY DESCRIBED AS “THAT P/O BLOCK 1 LYING SELY OF A LINE PARALLEL WITH & 35' NWLY FROM CENTER LINE OF MAIN”
- II. The Zoning Map of the City of Norwood Young America under Chapter 1225.04 of the City Code shall be republished to show the aforesaid zoning.

Adopted by the City Council this 25th day of July 2022.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk

EXHIBIT A



RESOLUTION NO. 2022-23

A RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT FOR 309 1st STREET NE & 312 1st STREET NE

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

WHEREAS, the subject parcels are:

- PID: 580510520 (309 1st STREET) LEGALLY DESCRIBED AS “BLK 10 EXC W 100' THEREOF INCLUDING ABANDONED RR OLD #95.0500570”
- PID: 580110100 (312 1st STREET) LEGALLY DESCRIBED AS “IN SE1/4 NE1/4 FORMER RR LEASE DESC AS: COMM AT INTERSECTION OF N LINE MAIN ST & W LINE”
- PID: 580510521 (312 1st STREET) LEGALLY DESCRIBED AS “THAT P/O BLOCK 1 LYING SELY OF A LINE PARALLEL WITH & 35' NWLY FROM CENTER LINE OF MAIN” ;and,

WHEREAS, the subject parcels are currently zoned R-3 Medium Density Mixed Residential and are proposed to be rezoned to C-3 Downtown District; and,

WHEREAS, the subject parcels are guided for Low Density Residential under the 2040 Comprehensive Plan and the City of Norwood Young America has requested a Comprehensive Plan Amendment to re-guide the subject parcels from Low Density Residential to Downtown Mixed Use as illustrated in the map attached hereto as Exhibit “A”; and,

WHEREAS, the City of Norwood Young America Planning Commission held a public hearing on July 5, 2022, to consider the Comprehensive Plan Amendment; and,

WHEREAS, the Planning Commission, after review and discussion, recommended the City Council conditionally approve the Comprehensive Plan Amendment with a condition; and,

WHEREAS, the City Council considered the application materials on file with the City and the Planning Commission recommendation at their meeting on July 25, 2022.

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

1. The proposed Comprehensive Plan Amendment meets the goals, policies, objectives, and criteria set forth in the Norwood Young America 2040 Comprehensive Plan and re-guiding the subject property will not be in conflict with those goals.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a Comprehensive Plan Amendment re-guiding the subject parcels from Low Density Residential to Downtown Mixed Use subject to the following condition:

1. The Comprehensive Plan Amendment must have final approval by the Metropolitan Council.

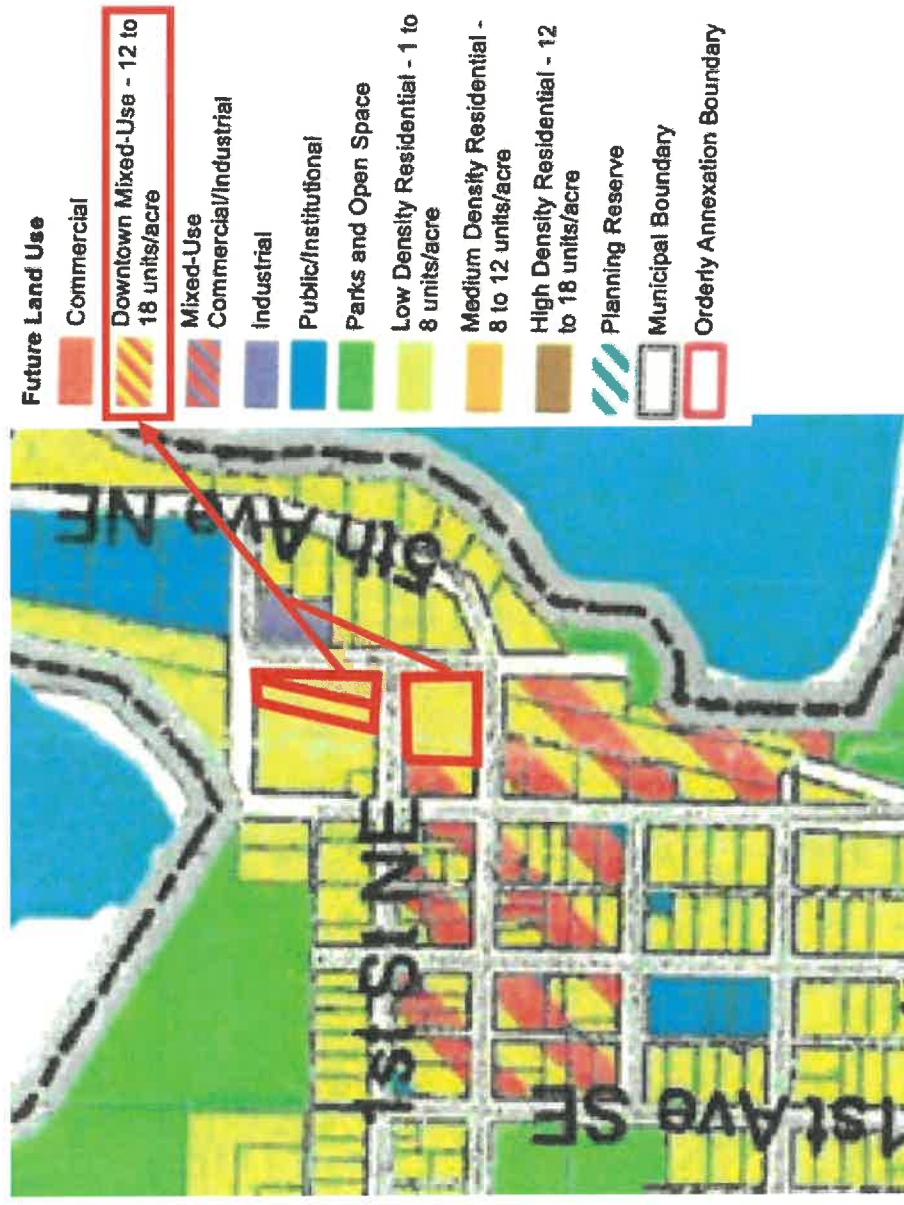
Adopted by the City Council this 25th day of July 2022.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk

EXHIBIT A
RESOLUTION 2022-23



To: City of NYA Planning Commission

From: Richard J. Stolz, 308 1st Street NE, 952.467.2332

Subject: Rezone of two properties on 1st Street NE.



My home is across the street from the current storage company and abuts the Curfman property. Thus, I am directly impacted by this action of the Planning Commission.

History—The boat and camper storage property was formerly a storage area for Hydro Engineering that occupied the former Chevrolet garage across from Last Call on Main Street. When Hydro Engineering moved to their current location, they ceased to use the property for storage. After about a year the site was sold to the current owner. Since the land is zoned residential it became a non-conforming use. Under the permit to operate as an outdoor storage site the owner was allowed to store outdoor in a small portion of the property on the south side of the property plus his building. This area was eventually fenced. The current owner maintains the property very well. He has had difficulty following the conditions laid out by the City Council in the Conditional Use Permit. He rented an outbuilding that was the location of motorcycle repair and hobby. Renters often stayed overnight in the building which has electricity from an extension cord laid on the ground from the large storage building and no sanitary sewer or water availability. In addition, the company has nearly never followed the location for storage as outlined by the Council. Storage is always outside the fence which violates the conditions of the site. However, the City Council and the Planning Commission has failed to have compliance or ignored this issue. In the last two weeks the fenced in storage area has been expanded to double the enclosed storage for this site. This is a blatant violation of the CUP on this site. However the use is passive and does not disturb the neighbors. The owner also tries to keep the site orderly and clean.

The Curfman property was a storage site for bulk delivery trucks of oil products. The site had 3 or 4 vehicles parked at this property at night. The company that owned the site filed for bankruptcy. Mr. Curfman then purchased the site. The site was zoned residential, and it became a non-conforming site. Again outdoor storage was the use of the property and for years violated the conditions in the permit. The City Council and the Planning Commission often discussed the issue but did not force compliance. When Mr. Curfman purchased the property in the industrial park off old Highway 212 he moved his operation to this site and the site on 1st Street NE was no longer used for a major storage site. With minor exception the site is not used by Mr. Curfman or his business at this time. Only storage in semi trailers exist on the site plus some miscellaneous.

My main question is why the attempt to rezone this property. While it may not be spot zoning it is close. Changing this to C-3 seems a stretch. My reading of the C-3 zone seems to indicate properties that have pedestrian traffic for shopping. To access businesses located on "downtown" areas. These two properties will not seem to meet this definition. They are not located where pedestrian traffic will ever exist. So for some reason the Planning Commission decided to discuss rezoning of these properties. I could not understand why these two properties out of the entire City were selected for rezoning. Perhaps this is based upon the request of the property owners. It seems that outdoor storage is not allowed in the C-3 zone so again, they would become a non-conforming use. Why would the City want to exchange one non-conforming use for another? Perhaps the owners feel they could market

their properties easier with a zoning change and thus maximize their profits. I believe that marketing these properties has to do with price. If these owners paid too much for the properties in the first place and then realized they were limited to their use, that should not be a concern of the City. That is a private issue. I am sure there are many properties that would be monetarily enhanced if they were rezoned. So, if I would request a rezoning hearing for certain properties would that be granted? The City should not be in the business of deciding to enhance a property through zoning for a gain for one or two residents. Why would you reward a property that has violated the conditions of the City Council for years and actually in the last week has expanded the fenced in area for outdoor storage in direct violation of the Council directives. Perhaps the Council and Planning Commission do not care. It sure seems to be the case since violations have continued for years. It is simple economics. The boat and camper storage is there to make money. The more outdoor storage he can use the more money he can make. Remember it employs no group of employees and it pays minimal property tax. It is not a positive visual image for the City. I believe that the owner of this business would do whatever he could to maximize his profit. This makes sense. I do not blame him for doing this. However, it is not for the City to engage in cooperation for this endeavor. The City is to represent all of the citizens and do what is best for the entire City. Not for one or two individuals. Many years ago when I served on the Planning Commission I was told by a City Official that if a business requests something from the Planning Commission it was the Planning Commission's duty to approve whatever they requested. I vehemently disagreed with this philosophy then and still do. I hope the City is not going back to those thoughts. Even if the City knows, not been told, but actually knows, that the sites would change from non-conforming to conforming if rezoned, that is not a reason to change the zoning. The debate should be whether residential versus C-3 is in the best interests of the City. That is the debate. Not who can make money or not. If an individual gets themselves into trouble because they made a poor financial decision it is not the City's role to fix this issue. That is not the role of government, period. You should never use your position of decision making to enhance a single individual or entity. You always have to keep the total City in your decision making. If an individual owns a lot and is trying to sell it and cannot because the asking price is too high, the City should not then rezone it to allow the individual to make a profit. I have a feeling that the storage company does not want the rezoning but Mr. Curfman does. The only way to appease Mr. Curfman is to rezone both properties to avoid spot zoning. If that be the case you are engaging in a practice that is not what government should be all about. You probably have been told that Mr. Curfman cannot sell the property but has been told by perspective individuals that if rezoned he could sell it. You have then decided that the wishes of one resident is more important than all the rest of the citizens that agreed with the current zoning. It is easy to say that this is just a hearing and you will listen to all testimony and then decide. I fully understand this position. However, this may not be the case.

During a discussion on this issue you referenced "proposals" being received for the property at 312 1st Street. Because of these "proposals" the owner's realtor indicated if rezoned he could sell the property. If that be the case then these "proposals" should be made public at the hearing so all of the facts are clear. In addition, based on comments at the discussion of this topic, various uses were mentioned. I can find no reference to these in the city code. Perhaps I am reading it wrong but not sure. So, you must be EXTREMELY clear what the sites can be used for if rezoned. In the past Mr. Curfman assumed certain things he wanted to do with properties and those ideas were not supported in the code. So he has a history of misunderstanding details of decisions of the City. Therefore, it must be extremely clear

what can and cannot be done on this site. This will protect the City, Mr. Curfman, the public, and any potential purchaser.

So the rezoning will continue to have two non-conforming uses. One which has been expanded to more than double the previous CUP without any City action. The other wanting to use the Council to make a profit on a sale. To reward this behavior is questionable. Until it becomes very clear what potential new use will be possible by the rezoning it is difficult to form a solid opinion on this issue. I will be unable to attend the public hearing on the 5th of July. I will be present at the City Council meeting, if required, when it addresses this issue.



TO: NYA City Council

FROM: Jared Johnson, Planning Consultant - WSB

DATE: July 25, 2022

SUBJECT: Draft Ordinance 346 Accessory Ground Mounted Solar Systems Discussion

Background

At the June 7, 2022 Planning Commission meeting, staff presented research on comparable cities ground mounted solar ordinances which are summarized below:

- Glencoe:
 - Permitted accessory use in all zoning districts
 - Only allowed in the rear yard
 - No area limit
 - Vague language on screening – promotes using landscaping
- Jordan:
 - Permitted accessory use in all zoning districts
 - Allowed in all yards in Industrial districts
 - No area limit
 - Must be screened from view and ROW to the highest extent possible
- Lester Prairie:
 - Permitted in all districts
 - Only allowed in the rear yard
 - Maximum 10% of lot area
 - No specific screening requirements
- Watertown:
 - Permitted in all districts with a CUP
 - Only allowed in the rear or side yard
 - 500 SF maximum area
 - Must be screened entirely from view and ROW to maximum extent possible

Staff recommended the following additions to the draft ordinance:

- Many cities allow ground mounted solar systems in all districts, not just Industrial. The proposed NYA code amendment is for industrial districts only. Staff supports the industrial district limitation.

- Most cities researched require some type of screening. As drafted, the NYA code amendment only states the components must be screened from right of way. Staff suggests using similar language to the current ordinance for screening requirements when industrial with outside storage is abutting residential uses. Therefore, the same screening standard would be used when the solar system is abutting residential or can be viewed from right of way. A lessor standard would be recommended when screening from other abutting industrial uses. This would be reviewed when applying for a building permit. Suggested language would be as follows:

When abutting a property used for residential purposes or views from any right-of-way, a landscaped buffer sufficient to screen the use from the adjacent residence or right-of-way at all times of the year shall be provided. When abutting a commercial or industrial use a fence is required.

- Most cities have a specific height requirement for the maximum tilt of solar systems. The draft NYA code amendment allows the systems to be at least 2/3 the height of the principal structure which could allow structures higher than desired. Staff is recommending 15' in height which allows for different types of arrays to operate but provides a reasonable maximum height.

The Planning Commission was satisfied with adding the 15-foot height requirement and the screening language.

Staff presented aerial photos of each industrial area in the City at the July 5, 2022 Planning Commission meeting to show where the ground mounted solar systems could be located. They determined that the B-1 Industrial district lots were too close to existing residential lots and that the B-1 Industrial district should be removed from the ordinance. Therefore, ground mounted solar systems should only be allowed in the I-1 Industrial district. They also directed staff to prepare two draft ordinances with one allowing them in the side and rear yards, and one allowing them in the rear yard only. The Commission requested the City Council discuss which ordinance language they prefer. Staff has included decommissioning language in both drafts to failsafe potential maintenance issues once the ground mounted solar systems reach the end of their serviceable life.

Action

Staff is requesting the City Council discuss the proposed additions to the draft ground mounted solar ordinance and the Planning Commissions recommendations. If the City Council finds one of the draft ordinances appropriate, the Planning Commission will move forward with a public hearing on the draft language.

Attachments

Draft Ordinance 1 (side and rear yard)

Draft Ordinance 2 (rear yard only)

**CITY OF NORWOOD YOUNG
AMERICA ORDINANCE NO. 346**

**AN ORDINANCE AMENDING SECTION 1245.10 OF THE CITY
CODE RELATING TO ENERGY SYSTEMS TO PROVIDE FOR
GROUND MOUNTED ACCESSORY SOLAR IN THE I-1 LIGHT
INDUSTRIAL DISTRICT.**

**I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG
AMERICA, MINNESOTA TO PROMOTE THE PUBLIC SAFETY,
HEALTH, AND WELFARE, HEREBY ORDAINS SECTION
1245.10, SUBD 4(A), RELATING TO PROHIBITED SOLAR ENERGY
SYSTEMS SHALL BE AMENDED AS FOLLOWS:**

Subd. 4 Prohibited Solar Energy Systems. The following solar energy systems are prohibited:

- A. Ground mounted solar energy systems, except for accessory ground mounted solar in the I-1 Light Industrial District, subject to Subd. 7 of this Section, as may be amended.

**II. BE IT FURTHER ORDAINED SECTION 1245.10 SHALL BE
AMENDED BY ADDING SUBD. 7 AS FOLLOWS:**

Subd. 7 Ground Mounted Solar System As Accessory Uses. Ground mounted accessory solar systems are allowed as accessory uses in the I-1 Light Industrial District provided:

- A. A maximum of one (1) solar energy system is allowed per lot.
- B. Ground mounted solar energy system components:
1. Shall not exceed 15 feet in height.
 2. Shall only be allowed in the interior side or rear yard.
 3. Shall meet accessory structure setbacks contained in the applicable zoning district.
- C. When abutting a property used for residential purposes or views from any right-of-way (including views from the front yard), a landscaped buffer sufficient to screen the use from the adjacent residence or right-of-way at all times of the year shall be provided. When abutting a commercial or industrial use a fence is required.
- D. Glare from solar energy systems to adjacent or nearby properties shall be minimized. In the event there is a dispute regarding glare, the City may require the owner of the solar energy system produce a glare study.
- E. Solar energy system annual power output (kWh) shall be no more than one hundred twenty (120) percent of the total energy used by the lot or parcel over the previous year. The City, at its discretion, may allow an array designed to produce more than

120% of the energy used provided an interim use permit is issued.

- F. A building permit is required.
- G. An electrical permit is required.
- H. The City requires the owner or operator to submit a decommissioning plan to ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The owner or operator shall decommission the solar panels in the event they are not in use for 12 consecutive months. The plan shall include provisions for the removal of all structures and foundations, the removal of all electrical transmission components, the restoration of soil and vegetation and a soundly-based plan ensuring financial resources will be available to fully decommission the site. The disposal of structures and/or foundations shall meet all applicable federal, state and local requirements. The City may require the owner or operator to provide a current-day decommissioning cost estimate and shall post a bond, letter of credit or establish an escrow account, including an inflationary escalator, in an amount determined by the City Council, to ensure proper decommissioning.

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

Adopted by the City of Norwood Young America on the ____ day of ____, 2022.

Attest:

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk

Adopted:

Published:

**CITY OF NORWOOD YOUNG
AMERICA ORDINANCE NO. 346**

**AN ORDINANCE AMENDING SECTION 1245.10 OF THE CITY
CODE RELATING TO ENERGY SYSTEMS TO PROVIDE FOR
GROUND MOUNTED ACCESSORY SOLAR IN THE I-1 LIGHT
INDUSTRIAL DISTRICT.**

**I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG
AMERICA, MINNESOTA TO PROMOTE THE PUBLIC SAFETY,
HEALTH, AND WELFARE, HEREBY ORDAINS SECTION
1245.10, SUBD 4(A), RELATING TO PROHIBITED SOLAR ENERGY
SYSTEMS SHALL BE AMENDED AS FOLLOWS:**

Subd. 4 Prohibited Solar Energy Systems. The following solar energy systems are prohibited:

- A. Ground mounted solar energy systems, except for accessory ground mounted solar in the I-1 Light Industrial District, subject to Subd. 7 of this Section, as may be amended.

**II. BE IT FURTHER ORDAINED SECTION 1245.10 SHALL BE
AMENDED BY ADDING SUBD. 7 AS FOLLOWS:**

Subd. 7 Ground Mounted Solar System As Accessory Uses. Ground mounted accessory solar systems are allowed as accessory uses in the I-1 Light Industrial District provided:

- A. A maximum of one (1) solar energy system is allowed per lot.
- B. Ground mounted solar energy system components:
1. Shall not exceed 15 feet in height.
 2. Shall be located in the rear yard only.
 3. Shall meet accessory structure setbacks contained in the applicable zoning district.
- C. When abutting a property used for residential purposes or views from any right-of-way (including views from the front yard), a landscaped buffer sufficient to screen the use from the adjacent residence or right-of-way at all times of the year shall be provided. When abutting a commercial or industrial use a fence is required.
- D. Glare from solar energy systems to adjacent or nearby properties shall be minimized. In the event there is a dispute regarding glare, the City may require the owner of the solar energy system produce a glare study.
- E. Solar energy system annual power output (kWh) shall be no more than one hundred twenty (120) percent of the total energy used by the lot or parcel over the previous year. The City, at its discretion, may allow an array designed to produce more than

120% of the energy used provided an interim use permit is issued.

- F. A building permit is required.
- G. An electrical permit is required.
- H. The City requires the owner or operator to submit a decommissioning plan to ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The owner or operator shall decommission the solar panels in the event they are not in use for 12 consecutive months. The plan shall include provisions for the removal of all structures and foundations, the removal of all electrical transmission components, the restoration of soil and vegetation and a soundly-based plan ensuring financial resources will be available to fully decommission the site. The disposal of structures and/or foundations shall meet all applicable federal, state and local requirements. The City may require the owner or operator to provide a current-day decommissioning cost estimate and shall post a bond, letter of credit or establish an escrow account, including an inflationary escalator, in an amount determined by the City Council, to ensure proper decommissioning.

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

Adopted by the City of Norwood Young America on the ____ day of ____, 2022.

Attest:

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk

Adopted:
Published



TO: NYA City Council

FROM: Jared Johnson, Planning Consultant-WSB

DATE: July 25, 2022

SUBJECT: The Meadows 2nd Addition Met Council Update

BACKGROUND

At the June 13, 2022, City Council meeting, the Meadows 2nd Addition Comprehensive Plan Amendment, Preliminary Plat, and Preliminary Planned Unit Development received conditional approval. Approval was conditioned on the Met Council approving the Comprehensive Plan Amendment required for the western portion of the development. The Comprehensive Plan designates this area for Medium Density Residential at 8-12 units/acre and the proposed development calls for 5.4 units/acre which is considered Low Density Residential, with a designation of 1-8 units/acre.

Staff submitted the Comprehensive Plan Amendment application to the Met Council in hopes it would be approved administratively, within 15 days, rather than getting processed the traditional route which take several months. Unfortunately, during the Met Council review process, staff was informed that the proposed development would lower the City's total residential density to 2.9 units/acre, below the 3 units/acre Met Council policy requirement. Since the proposed Comprehensive Plan amendment creates a policy inconsistency with the Met Council standard, it must be put on the council agenda for approval instead of being approved administratively. Fortunately, staff was informed there are no system wide impacts from the development because the City uses their own water and sewer system. Because the proposed development is a policy inconsistency and does not impact the regional system, the Amendment can be put on the consent agenda at the August 24, 2022, Met Council meeting for approval. While the process is delayed roughly a month from the hoped for administrative approval, the development is still on track to be approved, and in a quicker time period than the traditional 90-120 day review process.

Action

No action required. The Council may ask staff any questions they may have.



TO: Honorable Mayor Lagergren and City Council

FROM: Angela Brumbaugh, City Clerk/Treasurer

DATE: July 25, 2022

SUBJECT: Resolution 2022-24 Appointing Election Judges for the 2022 Elections

Listed in Resolution 2022-24 are additional election judges for the 2022 Elections. Karen and I also serve as Head Judges but were not listed in the last resolution. Typically, staff working elections receive their normal rate of pay for Election Judge services. The election days are as follows:

- Tuesday, August 9, 2022 Primary Election
- Tuesday, November 8, 2022 General Election

Recommended Motion:

Motion to adopt Resolution 2022-24 Appointing Election Judges for the 2022 Elections.

RESOLUTION 2022-24

A Resolution Appointing Election Judges for the 2022 Elections

WHEREAS, the City of Norwood Young America, in accordance with State Law, will hold a Primary Election within the City on August 9, 2022; and

WHEREAS, the City of Norwood Young America, in accordance with State Law, will hold a General Election within the City on November 8, 2022; and

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

BE IT FURTHER RESOLVED, that the below listed individuals are hereby appointed to serve as election judges for the 2022 Elections and will be paid \$10.00 per hour and Current City Employees will receive their normal rate of pay for Election Judge services.

2022 Election Judges:

Mary Balzum	Hilbert Hoof
Vicki Halliday-Schultz	Karen Hallquist (Head Judge)
Angela Brumbaugh (Head Judge)	

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

Adopted by the City Council this 25th day of July 2022.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk/Treasurer