



CITY COUNCIL AGENDA

September 26, 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 2023 Preliminary Budget discussion/options
- 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 August 22, 2022
- 2.4. Resolution 2022-01 Authorizing the Levy of A Special Benefit Levy Pursuant to Minnesota Statutes, Section 469.033, Subdivision 6 and Approval of a Budget for Fiscal Year 2023
- 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 and 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 removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)

- 6.1. Approve minutes of September 12, 2022
- 6.2. Approve Payment of Claims
- 6.3. Approval of Commissioner Resignations
- 6.4. Approve Underpass Artwork

7. PUBLIC HEARING: Tax Abatement Public Hearing—Nick Anhut, Ehlers

- 7.1 Motion to close regular meeting—Mayor Lagergren
- 7.2 Motion to open Public Hearing
- 7.3 Motion to close Public Hearing
- 7.4 Open regular meeting

- 7.5 Resolution 2022-33 A Resolution Approving Property Tax Abatement Related to the Industrial Park Expansion Project in the City of Norwood young America and Providing Preliminary Approval to the Issuance of General Obligation Bonds – Nick Anhut

8. OLD BUSINESS

9. NEW BUSINESS

- 9.1. Resolution 2022-30 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment - Josh Eckstein, Bolton and Menk
- 9.2. Resolution 2022-31 Receiving Proposed Assessment and Calling for a Public Hearing on Proposed Assessment – Josh Eckstein, Bolton and Menk
- 9.3. Resolution 2022-29 Approving Variances for an Accessory Building Located at 415 Tacoma Circle—Jared Johnson, WSB Planning Consultant
- 9.4. Ordinance No. 356—Ground mounted Solar System—Jared Johnson, WSB Planning Consultant (first reading)
- 9.5. ***Amended* Resolution 2022-27 A Resolution Adopting 2022 Preliminary Property Tax Levy for the City of Norwood Young America for Collection in 2023**
- 9.6. ***Amended* Resolution 2022-28 A Resolution Adopting the 2023 Preliminary General Fund Operating Budget for the City of Norwood Young America**
- 9.7. Resolution 2022-32 Approving the State of Minnesota Joint Powers Agreement with The City of Norwood Young America On Behalf Of Its City Attorney
- 9.8. Approval Industrial Boulevard Sign—Mike McPadden/Mayor Lagergren
- 9.9. Approve Calling for a Public Hearing for Assessments of Delinquent Utilities and Invoices
- 9.10. ****Closed Session* 13D.05 MEETINGS HAVING DATA CLASSIFIED AS NOT PUBLIC. Subd. 3. (c) A public body may close a meeting: (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property—City Attorney Jay Squires***
 - 9.9.1 Close regular meeting—Mayor Lagergren
 - 9.9.2 Open Closed Session
 - 9.9.2 Close Closed Session
 - 9.9.3 Open regular meeting

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

October 4, 2022	Planning Commission Meeting	6:00 PM
October 7, 2022	NYA Food Distribution	2:00 PM to 3:30 PM
October 10, 2022	City Council Meeting	6:00 PM
October 12, 2022	Economic Development Commission Meeting	6:00 PM
October 18, 2022	Park and Recreation Commission Meeting	4:45 PM
October 20, 2022	Senior Advisory	9:00 AM
October 24, 2022	Workshop/EDA/City Council Meeting	5:00 PM/6:00 PM



TO: Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, Clerk-Treasurer

DATE: September 26, 2022

RE: *Amended* Preliminary Budget / Levy for 2023

The levy was approved at a total of \$3,474,882 at the September 12, 2022 meeting, which is an increase of 11.2% from 2022. Based on staff discussions, the following options were given:

- **Option A:** Preliminary Budget of 11.2% includes the following adjustments:
 - *remove \$58,000 from railroad crossing repairs (43100-223)*
 - *add \$50,000 for street maintenance to include needed materials (43100-224 and 225)*
 - *add \$8,000 to the street CIP increasing it to \$426,000)*
- **Option B:** Preliminary Budget of 8% includes the following adjustments:
 - *remove \$58,000 from railroad crossing repairs (43100-223)*
 - *add \$50,000 for street maintenance to include needed materials (43100-224 and 225))*
 - *add \$8,000 to the street CIP increasing it to \$426,000)*
 - *remove \$100, 000 from the CIP for streetlights,*
- **Option C:** Preliminary Budget of 6.2% includes the following adjustments:
 - *remove \$58,000 from railroad crossing repairs (43100-223)*
 - *remove \$100,000 from the CIP for streetlights*
 - ***This option does not add the recommended \$50,000 from street maintenance to include materials (43100-224 and 225) and \$8,000 from the street CIP as proposed in Options A & B.***

Recommended Motions:

1. *Motion to approve Option _____.*
2. *Motion to approve *Amended Resolution 2022-28, A Resolution Adopting the 2023 Preliminary General Fund Operating Budget for the City of Norwood Young America.*
3. *Motion to approve *Amended Resolution 2022-27, A Resolution Adopting 2022 Preliminary Property Tax levy for the City of Norwood Young America for Collection in 2023.*

Budget/Levy Options

	Approved 09/12/2022	Option A	Option B	Option C
General Fund Budget	\$ 2,739,389	\$ 2,731,389	\$ 2,731,389	\$ 2,681,389
Fund 498-Street Improvement	\$ 418,000	\$ 426,000	\$ 426,000	\$ 418,000
Fund 275-Capital Replacement	\$ 558,400	\$ 558,400	\$ 458,400	\$ 458,400
	<u>\$ 3,715,789</u>	<u>\$ 3,715,789</u>	<u>\$ 3,615,789</u>	<u>\$ 3,557,789</u>

Accounts involved in the listed Options

Repair/Maint Bldg/Ground (Railroad Crossing Repairs)

Account 101-43100-223	\$ 108,301	\$ 50,301	\$ 50,301	\$ 50,301
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Street Maint. Materials

Account 101-43100-224	\$ 10,000	\$ 50,000	\$ 50,000	\$ 10,000
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Street Maintenance

Account 101-43100-425	\$ 150,000	\$ 160,000	\$ 160,000	\$ 150,000
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Levy Options	Approved 09/12/2022	Option A	Option B	Option C
General Fund Levy	\$ 1,874,212	\$ 1,866,212	\$ 1,866,212	\$ 1,816,212
2009 Taxable Public Project Lease Revenue Bonds	\$ 148,549	\$ 148,549	\$ 148,549	\$ 148,549
2016A GO Bonds	\$ 38,246	\$ 38,246	\$ 38,246	\$ 38,246
2020A GO Bonds	\$ 195,842	\$ 195,842	\$ 195,842	\$ 195,842
2021A GO Bonds	\$ 68,496	\$ 68,496	\$ 68,496	\$ 68,496
2022 GO Bonds	\$ 107,314	\$ 107,314	\$ 107,314	\$ 107,314
Abatement - Industrial Park	\$ 65,823	\$ 65,823	\$ 65,823	\$ 65,823
Fund 275 - Capital Replacement	\$ 558,400	\$ 558,400	\$ 458,400	\$ 458,400
Fund 498 - Street Improvement	\$ 418,000	\$ 426,000	\$ 426,000	\$ 418,000
	<u>\$ 3,474,882</u>	<u>\$ 3,474,882</u>	<u>\$ 3,374,882</u>	<u>\$ 3,316,882</u>
Levy Increase from 2022	11.20%	11.20%	8.00%	6.20%



ECONOMIC DEVELOPMENT AUTHORITY MINUTES

August 22, 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), Karen Hallquist (Economic/Marketing Development Director), Angela Brumbaugh (City Clerk/Treasurer),

OTHERS:

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

2.3 Approve minutes of July 25, 2022 meeting

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

2.4 Adjournment

Motion: CH/CS to adjourn at 6:01 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/Finance Director

DATE: September 26, 2022

SUBJECT: Resolution 2201, Special Benefit Levy

Attached is Resolution 2201, approving a special benefit levy to be collected in 2023 for the purpose of paying toward the 2022 debt service obligation for the Tacoma West Industrial Park (Fund 522).

The proposed amount is based off Minnesota Statutes, Sections 469.033, Subdivision 6 of the HRA Act whereas the levy amount cannot exceed 0.01813 percent of the taxable market value in the city. ($\$422,422,700 \times 0.01813\%$)

Recommended Motion:

Motion to approve Resolution 2204, Authorizing the Levy of a Special Benefit Levy Pursuant to Minnesota Statutes, Section 469.033, Subdivision 6 and approval of the Budget for Fiscal Year 2022.

**NORWOOD YOUNG AMERICA
ECONOMIC DEVELOPMENT AUTHORITY**

RESOLUTION NO. 2201

**AUTHORIZING THE LEVY OF
A SPECIAL BENEFIT LEVY PURSUANT TO MINNESOTA STATUTES,
SECTION 469.033, SUBDIVISION 6 AND APPROVAL
OF A BUDGET FOR FISCAL YEAR 2023**

WHEREAS, pursuant to Resolution No. 1997-03, adopted by the City Council of the City of Norwood Young America, Minnesota (the "City") and Minnesota Statutes, Sections 469.090 through 469.1082, the City created the Norwood Young America Economic Development Authority (the "Authority"); and

WHEREAS, pursuant to Resolution No. 2006-46 adopted by the City Council of the City on May 8, 2006, the Authority has the ability to exercise all powers and duties of a housing and redevelopment authority under the provisions of Minnesota Statutes, Sections 469.001 to 469.047 (the "HRA Act"); and

WHEREAS, Section 469.033, Subdivision 6, of the HRA Act permits the Authority to levy and collect a special benefit tax of up to 0.01813 percent of taxable market value in the City, levied upon all taxable real property within the City; and

WHEREAS, the Authority desires to levy a special benefit tax in the amount of 0.01813 percent of taxable market value in the City; and

WHEREAS, the Authority has entered into an interfund loan in the amount of \$1,519,330 to finance the development of an industrial park project and certain related marketing costs under the HRA Act (the "Interfund Loan"), all pursuant to Resolution No. 0602 adopted by the Authority on June 12, 2006 approving the Interfund Loan (the "Interfund Loan Resolution"); and

WHEREAS, under the Interfund Loan Resolution, the Authority pledged to levy its special benefits tax for the payment of principal and interest on the Interfund Loan; and

WHEREAS, the Authority has determined to adopt a budget for fiscal year 2023 that provides for levy of the special benefits tax in amount of 0.01813 percent of taxable market value to be used for the payment of principal and interest on the Interfund Loan; and

NOW, THEREFORE, Be It Resolved by the Board of Commissioners ("Board") of the Norwood Young America Economic Development Authority as follows:

1. The Board hereby approves a budget of \$76,585 in proceeds of special benefits tax to be collected in 2023, for the payment of principal and interest on the Interfund Loan.
2. Staff of the Authority is hereby authorized and directed to file the budget with the City

in accordance with Minnesota Statutes, Section 469.033, Subdivision 6.

3. There is hereby levied a special benefit tax pursuant to Minnesota Statutes, Section 469.033, Subdivision 6, in the amount equal to the lesser of a levy at a rate of 0.01813 percent of taxable market value in City, or \$76,585, with respect to taxes payable in calendar year 2023.
4. Staff of the Authority is hereby authorized and directed to take such other actions as are necessary to levy and certify such levy.

Approved by the Board of Commissioners of the Economic Development Authority of Norwood Young America, Minnesota this 26th day of September 2022.

Carol Lagergren, President

Attest:

Angela Brumbaugh, City Clerk/Finance Director



CITY COUNCIL MINUTES

September 12, 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: Angela Brumbaugh (City Clerk/Treasurer), Karen Hallquist (Economic Marketing Director), and Andrea Aukrust (City Administrator)

OTHERS: Lydia Beaver, Wayne and Karen Kohout, Isabela Karels, Ashlyn Guse

1. Call City Council Meeting to Order:

Mayor Lagergren called the City Council meeting to order at 6:04 PM with five members present.

1.1 Pledge of Allegiance

2. Approve Agenda

Motion: CS/AK to approve the agenda with moving Wayne to 7.0 from 7.6. Motion passed 5-0.

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

4. Consent Agenda

4.1. Approve minutes of August 22, 2022, City Council Meeting

4.2. Approve minutes of August 22, 2022, Workshop

4.3. Approve minutes of August 31, 2022, Workshop

4.4. Approve minutes of September 7, 2022, Workshop

4.5. Approve Payment of Claims

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

5. Public Hearing

6. Old Business

7. New Business

7.0 Wayne Kohout – Resident concern/request on 2nd Avenue/Shady Lane three-way stop

Mr. and Mrs. Kohout wanted to let the Council know 2nd Avenue looked very nice and discuss

some of the changes made.

- There was a stop sign on 2nd Avenue before which wasn't replaced, and they felt it was safer having it
 - There is a bus stop right at Shady Lane and 2nd Street without the stop sign it's hard to see the "stop" sign on the bus as you are coming around the corner
 - Small Children around that area
 - Corner is not made for 30 mph and a Stop sign would help control the speed of the traffic

- May need to investigate if that is the best spot for the bus stop for school

Motion: No Motion needed at this time

7.1 2023 Budget Discussion

- Changes were made based on previous discussions at the workshop
 - Increased stormwater repairs to \$40,000
 - Decreased the levy for the 2022 GO Bond to \$107,314, based on Ehlers documentation
 - Deleted depreciation from the Enterprise fund budgets
- Discussed the formula was incorrect and to keep the levy at 11% requesting changing the levy for Fund 498 Street Improvement to \$418,000

Motion: No motion needed at this time, Information only

7.2 Resolution 2022-27 A Resolution Adopting 2022 Preliminary Property Tax Levy for the City of Norwood Young America for Collection in 2023.

Motion: CH/AK Motion to approve Resolution 2022-27, A Resolution Adopting 2022 Preliminary Property Tax Levy for the City of Norwood Young America for Collection in 2023. Motion passed 5-0.

7.3 Resolution 2022-28 A Resolution Adopting the 2023 Preliminary General Fund Operating Budget for the City of Norwood Young America

Motion: CH/CS Motion to approve Resolution 2022-28, A Resolution Adopting the 2023 Preliminary General Fund Operating Budget for the City of Norwood Young America. Motion passed 5-0.

7.4 Truth in Taxation Public Hearing on the 2023 Property Tax Levy and Budget – Monday, December 12th, 2022, at 6:00 p.m.

Motion: CH/CS Motion to Schedule the Truth in Taxation public hearing on the 2023 Property Tax levy and Budget for 6:00 p.m., Monday, December 12th, 2022. Motion passed 5-0.

7.5 Lift Station SCADA improvements Quotes

- Quote is based on one Lift Station
- Working on quotes for each Lift Station as they won't all be the same price

Motion: CH/CS Motion to table. Motion Passed 5-0.

7.6 Wayne Kohout – Resident concern/request on 2nd Avenue/Shady Lane three-way stop

- Moved to 7.0

8. Council Member and Mayor and Staff Reports

CH – Planning Comm approved Ord 356 Ground Mounted Solar system. Two public hearings.

Recommendation will be at the next meeting

AK – Senior Advisory next Thursday and Stiftungsfest meeting went well

CS – Parks Commission meeting next Tuesday.

MM – EDC on Wednesday

CL – Successful food distribution last Friday, almost 300 families. Meeting to discuss the corridor on Hwy 212 and Hwy 5.

AA – Moving forward with Old Town

9. Adjournment

Motion: MM/CS to adjourn at 6:23 PM. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Angela K. Brumbaugh, City Clerk/Finance Director



more than a place, it's home.

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

To Be Approved: September 26, 2022

Payroll EFT

Check #	507524 - 507543	\$	22,984.01
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Voided Checks

Check #	33474	\$	(425.00)
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Prepays

Check #	-		
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Claims Pending Payment

Check #	33487 - 33526	\$	116,855.26
	33527 - 33541 Election Judges	\$	1,471.26

Cardmember e-check

Grand Total	\$	<u>140,885.53</u>
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CITY OF NORWOOD YOUNG AMERICA

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***Check Detail Register©**

Batch: 09262022CLAIMS

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
33487	09/26/22	212 EQUIPMENT			
E 101-43100-210		Operating Supplies	\$138.00	4582	SKY JACK RENTAL
		Total	\$138.00		
33488	09/26/22	4 PAWS ANIMAL CONTROL			
E 101-42700-315		Animal Impounding	\$175.00		AUGUST 2022
		Total	\$175.00		
33489	09/26/22	ABDO LLP			
E 423-41960-300		Professional Srvs	\$580.00	460400	TIF DISTRICTS
E 424-41960-300		Professional Srvs	\$580.00	460400	TIF DISTRICTS
E 425-41960-300		Professional Srvs	\$580.00	460400	TIF DISTRICTS
E 407-41960-300		Professional Srvs	\$580.00	460400	TIF DISTRICTS
E 431-41960-300		Professional Srvs	\$580.00	460400	TIF DISTRICTS
		Total	\$2,900.00		
33490	09/26/22	ACROSS THE STREET PRODUCTIONS			
E 101-42200-207		Training Instructional	\$850.00	INV10078	BLUE CARD RENEWAL
		Total	\$850.00		
33491	09/26/22	BOLTON & MENK, INC			
E 101-41320-303		Engineering Fees	\$946.00	0296177	CARVER CANINES
		Total	\$946.00		
33492	09/26/22	BOYER TRUCK PARTS			
E 101-43100-221		Repair/Maintenance Equip	\$155.13	008P14571	COOLANT RESERVOIR
		Total	\$155.13		
33493	09/26/22	CASTLE GATE CONSTRUCTION, INC.			
R 601-49400-36200		Miscellaneous Revenues	\$43.61		OVERPAYMENT OF FINAL BILL
		Total	\$43.61		
33494	09/26/22	CENTERPOINT ENERGY			
E 601-49400-383		Gas Utilities	\$267.27		104 3RD AVE SE
E 602-49450-383		Gas Utilities	\$19.54		11 TRILANE DR
E 602-49450-383		Gas Utilities	\$18.04		918 SERENITY CIRCLE
E 601-49400-383		Gas Utilities	\$18.04		640 TACOMA BLVD
E 602-49450-383		Gas Utilities	\$16.80		406 2ND AVE SE
E 602-49450-383		Gas Utilities	\$18.04		830 ELM ST W
		Total	\$357.73		
33495	09/26/22	CORE AND MAIN			
E 601-49400-229		Water Meters	\$980.00	R074857	METERS
E 601-49400-229		Water Meters	\$2,021.12	R551202	METERS
		Total	\$3,001.12		
33496	09/26/22	DELTA DENTAL			
G 101-21714		Dental Insurance	\$1,595.85		
		Total	\$1,595.85		

CITY OF NORWOOD YOUNG AMERICA

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***Check Detail Register©**

Batch: 09262022CLAIMS

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
33497	09/26/22	DHOORE, PAUL			
E 601-49400-331		Travel/Meeting Expense	\$119.50		REIMBURSEMENT FOR CONFERENCE
		Total	\$119.50		
33498	09/26/22	DOOR POWER INC			
E 101-42200-223		Repair/Maintenance Bldg/	\$231.00	21249	SOUTH FIRE STATION
		Total	\$231.00		
33499	09/26/22	HEALTH PARTNERS			
G 101-21706		Hospitalization/Medical Ins	\$2,070.57		
		Total	\$2,070.57		
33500	09/26/22	HILLYARD /HUTCHINSON			
E 101-41940-223		Repair/Maintenance Bldg/	\$1,283.33	604867452	BAGS, TOWEL ROLL, DISPENSER, SOAP
		Total	\$1,283.33		
33501	09/26/22	JAUS, RODNEY			
E 601-49400-331		Travel/Meeting Expense	\$142.25		REIMBURSEMENT FOR CONFERENCE
		Total	\$142.25		
33502	09/26/22	LANO EQUIPMENT OF NORWOOD, INC			
E 101-43100-221		Repair/Maintenance Equip	\$129.00	25969A	BOBCAT PLANNER
E 101-43100-221		Repair/Maintenance Equip	\$41.47	78096	GASKET
		Total	\$170.47		
33503	09/26/22	LEAGUE OF MINNESOTA CITIES			
E 101-41400-433		Dues and Subscriptions	\$4,711.00	366093	MEMBERSHIP DUES
		Total	\$4,711.00		
33504	09/26/22	MELBY, BRIAN			
R 601-49400-36200		Miscellaneous Revenues	\$168.65		OVERPAYMENT OF FINAL BILL
		Total	\$168.65		
33505	09/26/22	METRO FIBERNET LLC			
E 101-41940-321		Telephone	\$132.72		INTERNET &PHONE
E 601-49400-321		Telephone	\$53.09		INTERNET &PHONE
E 602-49450-321		Telephone	\$53.09		INTERNET &PHONE
E 101-42200-321		Telephone	\$53.09		INTERNET &PHONE
E 101-43100-321		Telephone	\$37.16		INTERNET &PHONE
E 101-45200-321		Telephone	\$15.93		INTERNET &PHONE
E 101-49860-321		Telephone	\$26.54		INTERNET &PHONE
E 101-41940-321		Telephone	\$79.63		INTERNET &PHONE
E 101-41300-321		Telephone	\$46.19		INTERNET &PHONE
E 101-41320-321		Telephone	\$46.19		INTERNET &PHONE
E 101-41400-321		Telephone	\$46.19		INTERNET &PHONE
E 101-46500-321		Telephone	\$15.40		INTERNET &PHONE
E 101-42100-321		Telephone	\$76.98		INTERNET &PHONE
E 101-45500-321		Telephone	\$76.98		INTERNET &PHONE
		Total	\$759.18		
33506	09/26/22	MID-COUNTY CO-OP OIL ASSN			

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***Check Detail Register©**

Batch: 09262022CLAIMS

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42200-212		Motor Fuels	\$56.52	65150	DYED DIESEL
E 101-43100-212		Motor Fuels	\$1,009.53	65150	DYED DIESEL
E 101-45200-212		Motor Fuels	\$432.66	65150	DYED DIESEL
		Total	\$1,498.71		
33507	09/26/22	MIDWEST GROUNDCOVER			
E 275-45200-543		Capital Outlay-Equipment	\$3,720.00	22100	WOOD FIBER IN PLAYGROUND
		Total	\$3,720.00		
33508	09/26/22	MINI BIFF			
E 101-45200-418		Other Rentals (Biffs)	\$275.40	A-135383	LEGION PARK
		Total	\$275.40		
33509	09/26/22	MINNESOTA VALLEY TESTING LAB, INC			
E 602-49450-217		Lab Fees	\$111.64	1163438	NITRATE, AMMONIA, PHOSPHORUS
E 602-49450-217		Lab Fees	\$41.26	1163786	PHOSPHORUS
E 601-49400-217		Lab Fees	\$109.68	1164469	COLIFORM
		Total	\$262.58		
33510	09/26/22	MN MAYORS ASSOCIATION			
E 101-41110-433		Dues and Subscriptions	\$30.00		MEMBERSHIP
		Total	\$30.00		
33511	09/26/22	MUNICIPAL EMERGENCY SERVICES			
E 258-42200-542		FD Equipment	\$15,389.25	IN1759247	TURN OUT GEAR
		Total	\$15,389.25		
33512	09/26/22	NEUBARTH, STACY			
E 101-45200-432		Refund	\$350.00		PAVILION RENT CANCELLATION
		Total	\$350.00		
33513	09/26/22	NORWOOD YOUNG AMERICA TIMES			
E 101-41320-350		Print/Publishing/Postage	\$97.50	911348	LAND ACQUISITION FOR IND PARK LAND
E 101-41320-350		Print/Publishing/Postage	\$50.70	911349	CUP FOR KENNELS
E 101-41320-350		Print/Publishing/Postage	\$54.60	911350	REZONE 1ST ST NE ADDRESSES
E 101-41400-350		Print/Publishing/Postage	\$66.30	911351	AMEND CH 8 SIDEWALKS
		Total	\$269.10		
33514	09/26/22	PEACE VILLA			
E 407-41960-455		Refunds/Reimbursements	\$33,249.75		1ST HALF OF TIF 1-5
		Total	\$33,249.75		
33515	09/26/22	PRO AUTO & TRANSMISSION REPAIR			
E 101-43100-221		Repair/Maintenance Equip	(\$28.78)	102116	CREDIT ON ACCOUNT
E 101-43100-221		Repair/Maintenance Equip	\$76.29	104717	TIRES
E 101-43100-221		Repair/Maintenance Equip	\$110.98	104740	TIRES ON UTV & MOWER
		Total	\$158.49		
33516	09/26/22	SOUTH POINT FINANCIAL			
G 101-21718		HSA ACCOUNT	\$400.00		
		Total	\$400.00		

CITY OF NORWOOD YOUNG AMERICA

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***Check Detail Register©**

Batch: 09262022CLAIMS

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
33517	09/26/22	SUN LIFE ASSURANCE COMPANY			
G 101-21707		Disability Insurance	\$831.36		
		Total	\$831.36		
33518	09/26/22	TARPS INC.			
E 101-45200-223		Repair/Maintenance Bldg/	\$700.00	5720	BASEBALL TARP
		Total	\$700.00		
33519	09/26/22	TOWN & COUNTRY GLASS			
E 101-41940-223		Repair/Maintenance Bldg/	\$416.78	13032	PAVILION WORK
		Total	\$416.78		
33520	09/26/22	UNITED FARMERS CO-OP			
E 101-45200-221		Repair/Maintenance Equip	\$112.25		TANK LEASE
		Total	\$112.25		
33521	09/26/22	UNUM LIFE INSURANCE CO			
G 101-21715		Life Ins	\$232.55		
		Total	\$232.55		
33522	09/26/22	US POSTAL SERVICE			
E 601-49400-350		Print/Publishing/Postage	\$184.02		OCTOBER UTILITY BILL
E 602-49450-350		Print/Publishing/Postage	\$184.02		OCTOBER UTILITY BILL
E 603-49500-350		Print/Publishing/Postage	\$184.01		OCTOBER UTILITY BILL
		Total	\$552.05		
33523	09/26/22	US POSTAL SERVICE			
E 101-41400-350		Print/Publishing/Postage	\$600.00		10 ROLLS OF STAMPS
		Total	\$600.00		
33524	09/26/22	USA BLUE BOOK			
E 601-49400-210		Operating Supplies	\$590.48	101743	CHLORINE, FLUORIDE REAGENT
		Total	\$590.48		
33525	09/26/22	WM MUELLER & SONS INC			
E 101-43100-224		Street Maint Materials	\$2,522.47	280550	3/8 FINE
E 101-43100-224		Street Maint Materials	\$1,877.04	280622	3/8 FINE
E 101-43100-224		Street Maint Materials	\$1,880.20	280680	3/8 FINE
E 101-43100-224		Street Maint Materials	\$1,259.26	280796	3/8 FINE
E 101-43100-224		Street Maint Materials	\$2,508.25	280847	3/8 FINE
E 101-43100-224		Street Maint Materials	\$2,513.78	280924	3/8 FINE
E 101-43100-224		Street Maint Materials	\$2,501.93	280985	3/8 FINE
		Total	\$15,062.93		
33526	09/26/22	XCEL ENERGY			
E 101-45200-381		Electric Utilities	\$22.74		228 N UNION TRL LT
E 101-45200-381		Electric Utilities	\$35.94		228 N UNION TRL LT2
E 601-49400-381		Electric Utilities	\$3,207.40		104 3RD AVE SE
E 101-41940-381		Electric Utilities	\$3,709.49		
E 101-42200-381		Electric Utilities	\$686.50		
E 101-42500-381		Electric Utilities	\$14.39		

CITY OF NORWOOD YOUNG AMERICA

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***Check Detail Register©**

Batch: 09262022CLAIMS

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-380		Street Lighting	\$6,414.68		
E 101-43100-381		Electric Utilities	\$393.65		
E 101-45200-381		Electric Utilities	\$1,084.25		
E 101-45500-381		Electric Utilities	\$1,768.96		
E 601-49400-381		Electric Utilities	\$281.82		
E 602-49450-381		Electric Utilities	\$4,046.55		
E 101-49860-381		Electric Utilities	\$668.82		
Total			\$22,335.19		
10100 CHECKING			\$116,855.26		

Fund Summary**10100 CHECKING**

101 GENERAL FUND	\$48,716.34
258 ARPA (COVID) FUNDS	\$15,389.25
275 CAPITAL	\$3,720.00
407 TAX INCREMENT 1-5 PEACE VILLAG	\$33,829.75
423 TAX INCREMENT DISTRICT 3-3 V#2	\$580.00
424 TAX INCREMENT DISTRICT 3-4 WMI	\$580.00
425 TAX INCREMENT DISTRICT 3-5 V#3	\$580.00
431 TIF District 3-6	\$580.00
601 WATER FUND	\$8,186.93
602 SEWER FUND	\$4,508.98
603 STORM WATER UTILITY	\$184.01
	\$116,855.26



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Community & Economic Development Director

DATE: September 26, 2022

SUBJECT: Approval of Commissioner Resignation

Commissioner Tonya Noeldner has resigned from the NYA Economic Development Commission as of September 2022.

Commissioner Robert Smith has resigned from the NYA Planning Commission as of September 2022.

The City of Norwood Young America and Commissions thank both Tonya and Robert for their years of dedication and service.

Recommended Motion:

Motion to approve the resignation of EDC Commissioner Tonya Noeldner.

Motion to approve the resignation of Planning Commissioner Robert Smith.

Motion to advertise for the open positions of EDC Commissioner and Planning Commissioner.

Norwood Young America



TO: Mayor Lagergren & NYA City Council

FROM: Karen Hallquist, Community & Economic Development Director

DATE: September 26, 2022

SUBJECT: Hwy 212 Underpass Artwork – Fall 2022

Due to Central Public School's early release of students in May 2023, Instructor Ashely Williams is proposing for her high art students to submit draft drawings of their murals to the City Council at the September 26, 2022, meeting. With approval, they will be starting on Thursday, October 6, 2022, with completion on Saturday, October 8, 2022.

Attached are the five (5) proposed designs along with their descriptions.

Williams plans to connect with city staff after the completion of the murals to plan the application of the anti-graffiti paint layer.

Recommended Motion:

Motion to approve the underpass artwork proposals from Central Schools art class for completion this fall.

212 Underpass Design Proposal

Project: During spring semester students in DPP I & II will create a mural design/painting in the 212 underpass. Students will work in groups of 4-5 and complete one of the 6x6 tiles in the underpass. Each group will be responsible for coming up with a design idea that reflects the theme of the project as well as painting it together during the last 2-3 weeks of school. The design will be approved by the city through a design proposal process.

Theme: The design of each tile will reflect community, kindness, and local history/events.

Guidelines and Restrictions: The design may not contain any illicit content such as drugs, paraphernalia, hatred, guns, violence, inappropriate gestures, profanity, nudity. (must be school appropriate) Follow copyright laws

To be filled out by student group:

1. Group/Tile # (assigned by instructor):

2. Student names: Lilly Hedrick

3. What will your group's design in the underpass be of? Be descriptive of the imagery.

It's a spin off of Vincent van Gogh's painting of "Starry night" and Edvard Munch's painting "the scream". Both paintings tell a story of mental wellbeing. I used primarily warm tone colors instead of cool tone.

4. How does your design relate to the theme of this project? What message do you hope it sends to the community and people who view it?

It'd say this drawing reflects to the community because it shows appreciation to the arts.

It's art history and it exposes people to the history of mixed media, art styles, and meanings of art.

5. Please break down the plan/steps of how you will create your design. Be mindful of each student's strengths and weaknesses in your group. How will each student in the group contribute to the creation of this design? Attach a separate sheet if necessary.

I will first mix colors (all easy warm tone colors), then start painting the background. My technique is to start with a simple base, then overtime add all the details.

6. Please attach a sketch of your group's design to this sheet.



212 Underpass Design Proposal

Project: During spring semester students in DPP I & II will create a mural design/painting in the 212 underpass. Students will work in groups of 4-5 and complete one of the 6x6 tiles in the underpass. Each group will be responsible for coming up with a design idea that reflects the theme of the project as well as painting it together during the last 2-3 weeks of school. The design will be approved by the city through a design proposal process.

Theme: The design of each tile will reflect community, kindness, and local history/events.

Guidelines and Restrictions: The design may not contain any illicit content such as drugs, paraphernalia, hatred, guns, violence, inappropriate gestures, profanity, nudity. (must be school appropriate) Follow copyright laws

To be filled out by student group:

1. Group/Tile # (assigned by instructor):

2. Student names: Brenna Foster

3. What will your group's design in the underpass be of? Be descriptive of the imagery.

Dinosaurs in field with sky and trees in the background.

will be more detailed/cleaner when painted.

4. How does your design relate to the theme of this project? What message do you hope it sends to the community and people who view it?

Bring a smile to people walking through it.

People of all ages love dinosaurs.

happy dinosaurs = happy kids

5. Please break down the plan/steps of how you will create your design. Be mindful of each student's strengths and weaknesses in your group. How will each student in the group contribute to the creation of this design? Attach a separate sheet if necessary.

Base color → hills + sky → sun + birds → dinos → trees

after sky is dry

outline

base color

details = eyes spots

mouth + nose

more formulaic than sketch.

6. Please attach a sketch of your group's design to this sheet.



green

212 Underpass Design Proposal

Project: During spring semester students in DPP I & II will create a mural design/painting in the 212 underpass. Students will work in groups of 4-5 and complete one of the 6x6 tiles in the underpass. Each group will be responsible for coming up with a design idea that reflects the theme of the project as well as painting it together during the last 2-3 weeks of school. The design will be approved by the city through a design proposal process.

Theme: The design of each tile will reflect community, kindness, and local history/events.

Guidelines and Restrictions: The design may not contain any elicit content such as drugs, paraphernalia, hatred, guns, violence, inappropriate gestures, profanity, nudity. (must be school appropriate) Follow copyright laws

To be filled out by student group:

1. Group/Tile # (assigned by instructor):

2. Student names: Alec Minner

3. What will your group's design in the underpass be of? Be descriptive of the imagery.

a tractor left in a field with a car
facing towards the right with the handle
N/A FFA on top

4. How does your design relate to the theme of this project? What message do you hope it sends to the community and people who view it?

attempt to spread norwood
activities as it fits most of the community
and hopefully encourage more people to join
FFA

5. Please break down the plan/steps of how you will create your design. Be mindful of each student's strengths and weaknesses in your group. How will each student in the group contribute to the creation of this design? Attach a separate sheet if necessary.

Blue and green Back Drop, Add letters and following
tractor then animals

6. Please attach a sketch of your group's design to this sheet.

NYA FFA



Lilly Nelson

Dates

212 Underpass Design Proposal

Applications: Friday, 23 by first hour ²⁻⁴ ^{All day} ~~Painting Date: October 6, October 7~~

Sketch
Must
be
Square

Project: During spring semester students in DPP I & II will create a mural design/painting in the 212 underpass. Students will work in groups of 4-5 and complete one of the 6x6 tiles in the underpass. Each group will be responsible for coming up with a design idea that reflects the theme of the project as well as painting it together during the last 2-3 weeks of school. The design will be approved by the city through a design proposal process.

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Guidelines and Restrictions: The design may not contain any elicit content such as drugs, paraphernalia, hatred, guns, violence, inappropriate gestures, profanity, nudity. (must be school appropriate) Follow copyright laws

To be filled out by student group:

1. Group/Tile # (assigned by instructor): Lillyan Nelson

2. Student names: Lillyan Nelson

3. What will your group's design in the underpass be of? Be descriptive of the imagery.

My design is a silhouette of a person who is wearing colorful head phones (the main idea of the drawing) the background is an ombre kind of effect to bring out the colored head phones.

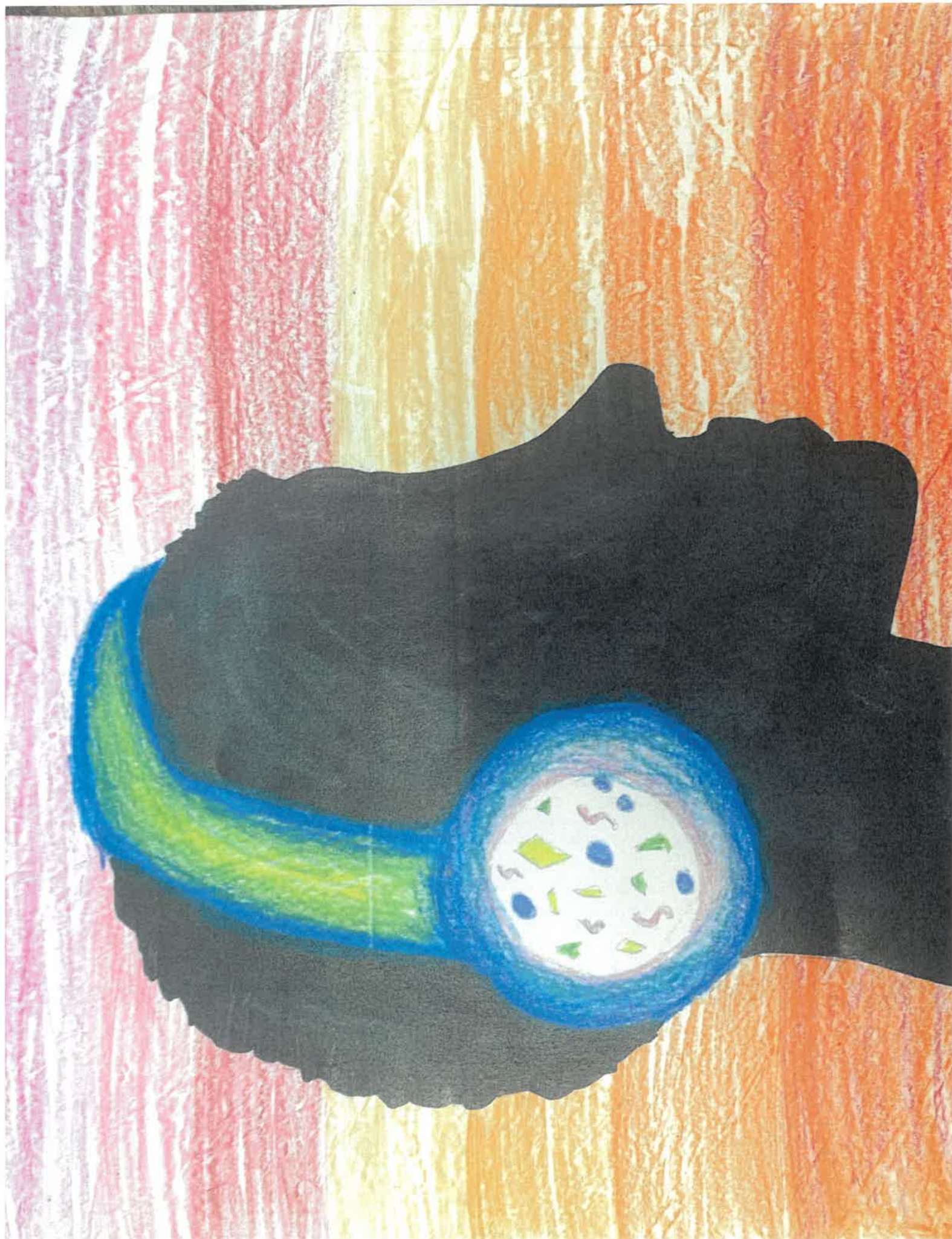
4. How does your design relate to the theme of this project? What message do you hope it sends to the community and people who view it?

I hope that when you look at this image you feel a sense of community. Music brings people together in way words could not.

5. Please break down the plan/steps of how you will create your design. Be mindful of each student's strengths and weaknesses in your group. How will each student in the group contribute to the creation of this design? Attach a separate sheet if necessary.

1. lay down the background color
2. outline design and fill in big shapes
3. fill in smaller shapes

6. Please attach a sketch of your group's design to this sheet.



~~Bold, Sharp lines~~

212 Underpass Design Proposal

Project: During spring semester students in DPP I & II will create a mural design/painting in the 212 underpass. Students will work in groups of 4-5 and complete one of the 6x6 tiles in the underpass. Each group will be responsible for coming up with a design idea that reflects the theme of the project as well as painting it together during the last 2-3 weeks of school. The design will be approved by the city through a design proposal process.

Theme: The design of each tile will reflect community, kindness, and local history/events.

Guidelines and Restrictions: The design may not contain any elicit content such as drugs, paraphernalia, hatred, guns, violence, inappropriate gestures, profanity, nudity. (must be school appropriate) Follow copyright laws

To be filled out by student group:

photo may look fuzzy but the art won't be :)

1. ~~Group/Tile # (assigned by instructor):~~

2. Student names:

Rose Crane

3. What will your group's design in the underpass be of? Be descriptive of the imagery.

Desert/Cavernous space with a river. Pink/Red sunset w/ a robot in the center focus. few birds to signify its green. Tight color palette to show simplicity but still not too simple. Size.

4. How does your design relate to the theme of this project? What message do you hope it sends to the community and people who view it?

I would like this art to be something a person glances at more than once walking by. I want it to express a curious wonder. I want people to believe the art contains a story and possibly gives them the want to make their own

5. Please break down the plan/steps of how you will create your design. Be mindful of each student's strengths and weaknesses in your group. How will each student in the group contribute to the creation of this design? Attach a separate sheet if necessary.

Block out the big colored spaces. Create shape/form o' robot. Work on robot, then finish land scape. (would rather landscape be unfinished rather than the robot if it comes to that)

6. Please attach a sketch of your group's design to this sheet.





TO: Honorable Mayor Lagergren and City Council Members

FROM: Angela Brumbaugh, Clerk/Finance Director

DATE: September 26, 2022

RE: Public Hearing and Resolution 2022-33 Approving Property for Tax Abatement for Industrial Park Expansion Project

Attached is the presentation for the Public Hearing on the Tax Abatement Property for the Industrial Park Expansion Project. After you open the regular meeting, you will need to approve Resolution 2022-33 in order to move forward with the Tax Abatement for the Industrial Park Expansion Project.

Recommended Motion:

Approve Resolution 2022-33, A Resolution Approving Property Tax Abatement Related to the Industrial Park Expansion Project in the City of Norwood Young America and Providing Preliminary Approval to the Issuance of General Obligation Bonds.



Norwood Young America, MN

Tax Abatement Public Hearing - Industrial Park

September 26, 2022

Public Hearing – Establish Tax Abatement

Tax Abatement authority allows MN Cities to allocate city property taxes from designated properties toward financing public improvements and/or economic development

- Requires a Public Hearing to establish the Abatement
 - ✓ M.S. 469.1812 to M.S. 469.1815
- Use: Industrial park expansion – site acquisition and improvement
- Tax Abatement provides General Obligation (G.O.) bonding authority
 - ✓ Bonds payable from tax abatements
 - ✓ G.O. pledge secures favorable financing terms (“AA-” rating)

Tax Abatement Considerations

- Annual Abatement Limit – 10% of existing Net Tax Capacity

Norwood Young America	
2022 Net Tax Capacity	\$ 4,014,577
2022 Limit (10%)	\$ 401,457
Less: Existing Abatements	(\$ 0)
Available Capacity	\$ 401,457
Less: Industrial Park Abatement	(\$ 150,112)
Remaining for Future Needs*	\$ 251,345

37.4%

**Future project examples: new development, infrastructure or public facilities*

Tax Abatement Considerations

Public Hearing Requirements:

- Notice published in local newspaper
- Identify source of abatements
 - ✓ Designate parcels whose city taxes demonstrate enough capacity to cover the debt repayment
 - ✓ Term of abatement can be up to 20 years
- Adopt findings through an Abatement Resolution:
 - ✓ “Abatement is in the public interest because...”
 - “Increases or preserves tax base of the city”
 - “Provides employment opportunities and/or public infrastructure”

Proposed Tax Abatement

Source of Abatement: Six existing Industrial Park properties

Existing Industrial Park Property: Tax Abatement Area

	PID	TIF District: Decertification	Taxable Value	Tax Capacity	FD	Net Tax Capacity	2022 City Taxes	2023 Abatement	2024 Abatement
Vickerman	587500040	3-5; 2023	4,164,900	83,298	33,197	50,101	36,175	-	36,175
	587510010		4,740,400	94,808	37,784	57,024	41,173	41,173	41,173
	587510020	3-3; 2022	134,000	2,680	1,068	1,612	1,164	1,164	1,164
YMI	587500105		2,281,500	45,630	18,185	27,445	19,816	19,816	19,816
			155,500	3,110	1,239	1,871	1,351	1,351	1,351
AJB	587530010		267,000	5,340	2,128	3,212	2,319	2,319	2,319
PVS S-W Inc.	587500010	3-4; 2023	5,539,500	110,790	44,154	66,636	48,114	-	48,114
Totals:								65,823	150,112

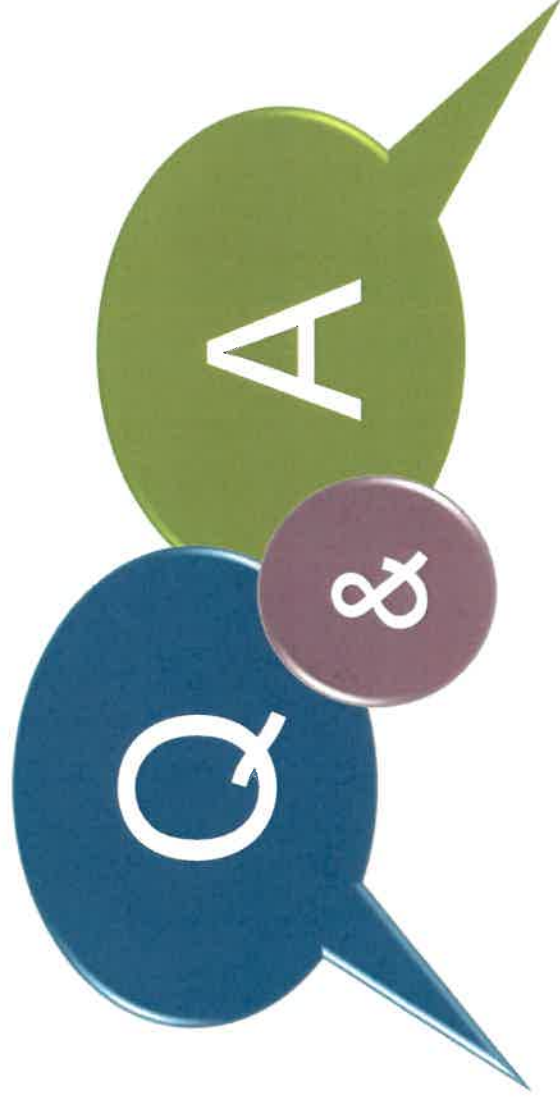
20-year Cumulative Abatement: 2,917,944

Continuation of goals: create jobs, tax base and economic vitality

Tax Abatement Resolution

Adopts purpose, terms and timing for a new tax abatement

- Drafted by Bond Attorneys at Kennedy & Graven
- Purpose: finance Tacoma West Industrial Park Expansion
- Terms: 20-year abatement for up to \$2,917,944 in financing
- Authorizes staff and advisors to prepare a bond issue
 - ✓ Bonds payable from abatements to fund the property acquisition
 - ✓ Amount TBD, but not to exceed the proposed abatement
 - ✓ *Financing presented for formal award by the Council later this Fall*



**CITY OF NORWOOD YOUNG AMERICA, MINNESOTA
RESOLUTION 2022-33**

**RESOLUTION APPROVING PROPERTY TAX ABATEMENT RELATED TO THE
INDUSTRIAL PARK EXPANSION PROJECT IN THE CITY OF NORWOOD YOUNG
AMERICA AND PROVIDING PRELIMINARY APPROVAL TO THE ISSUANCE OF GENERAL
OBLIGATION BONDS**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Norwood Young America, Minnesota (the “City”), as follows:

Section 1. Recitals.

1.01. The City has determined to grant a property tax abatement in order to help finance land acquisition and public improvements to facilitate its Industrial Park Expansion Project (collectively, the “Project”), which will benefit properties in the City, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Abatement Act”).

1.02. Pursuant to Section 469.1813, subdivision 1 of the Abatement Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on one or more parcels of property to pay for all or part of the cost of the acquisition or construction of public infrastructure, provide employment opportunities, and to help increase or preserve the tax base, whether or not located on or adjacent to the parcels for which the tax is abated.

1.03. The City has identified six (6) parcels located in the City, identified in EXHIBIT A attached hereto (the “Abatement Property”), which will be benefitted by the Project and from which the City proposes to abate a portion of the City’s share of taxes to help finance the Project, subject to all the terms and conditions of this resolution. The notice of public hearing published in accordance with Section 469.1813, subdivision 5, included Parcel No. 58.7520010 as part of the Abatement Property, but such parcel will not be included in the Abatement Property.

1.04. With the exception of Parcel Nos. 58.7510020, 58.7500010, and 58.7500040, the Abatement Property is not located in a tax increment financing district. The tax increment financing district in which Parcel No. 58.7510020 is located is expected to be decertified by the end of calendar year 2022. The tax increment financing districts in which Parcel Nos. 58.7500010 and 58.7500040 are located are expected to be decertified by the end of calendar year 2023.

1.05. The City is authorized under the Abatement Act and Minnesota Statutes, Chapter 475, as amended (together, the “Act”), to issue one or more series of general obligation tax abatement bonds in the aggregate principal amount not to exceed \$2,917,944 (the “Abatement Bonds”) to pay the costs of the Project pursuant to the Abatement Act, and which are expected to be paid primarily through the collection of Abatement (hereinafter defined) revenues.

1.06. On the date hereof, the City Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. Findings.

2.01. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement, because (a) the Abatement will help finance the Project

which will help provide public infrastructure, provide employment opportunities, including construction jobs and jobs created by future businesses locating with in the industrial park, help redevelop and prevent underutilized, margin, or blighted land in the City, and help increase or preserve tax base by stimulating development through the creation of a new industrial park which will help attract new businesses to the community; and (b) the increased City taxes collected from the Abatement Property upon termination of the Abatement are expected to far exceed the amount of the Abatement collected from the Abatement Property during the term of this resolution.

2.02. It is hereby found and determined that the Abatement is in the public interest for the reasons described in Section 2.01 hereof.

Section 3. Actions Ratified; Abatement Approved.

3.01. The City Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Abatement Act.

3.02. Subject to the provisions of the Abatement Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term "Abatement" means the City's share of the real property taxes generated from the Abatement Property, in the amounts described in this Section:

(i) The aggregate Abatement paid by the City during the term of this resolution will not exceed the amount necessary to pay the up to 105% of the principal of and all or a portion of the interest on the Abatement Bonds, up to a maximum of \$2,917,944.

(ii) Notwithstanding anything to the contrary herein, the Abatement payable on any August 1 and subsequent February 1, combined, will not exceed the amount produced by extending the City's total tax rate for the applicable year against the tax capacity of the Abatement Property, as of January 2 in the prior year.

(iii) In accordance with Section 469.1813, subdivision 8 of the Abatement Act, in no year shall the Abatement, together with all other abatements approved by the City under the Abatement Act and paid in that year, exceed the greater of ten percent (10%) of the City's net tax capacity for that year or \$200,000 (the "Abatement Volume Cap"). The City may grant any other abatements permitted under the Abatement Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Volume Cap, the allocation of Abatement Volume Cap to such other abatements is subordinate to the Abatements under this resolution.

(b) The City shall pay the Abatement in semiannual installments for a maximum 20-year period which shall apply to taxes payable in the years 2023 through 2042 inclusive or such other dates that correspond to the payment of debt service on the Abatement Bonds over a period not to exceed 20 years. Notwithstanding the foregoing, the term of the abatement is subject to either Carver County or Central Public School District No. 108 declining to participate in the abatement. The Abatement shall be used solely to finance the cost of the Project, through application of Abatement amounts toward debt service payments on the Abatement Bonds (including any bonds issued to refund the initial Abatement Bonds).

(c) This resolution may be modified only with the prior written approval of the City, and any modification is subject to Section 469.1813, subdivision 7 of the Abatement Act.

(d) In accordance with Section 469.1815 of the Abatement Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

(e) Parcel Nos. 58.7510020, 58.7500010, and 58.7500040 will not be subject to the Abatement until the tax increment financing districts in which they are located are decertified.

Section 4. Sale of Abatement Bonds Authorized.

4.01. The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue one or more series of Abatement Bonds, in the proposed principal amount of \$2,917,944, pursuant to the Act, to provide financing for the Project.

4.02. The interest on the Abatement Bonds is expected to be taxable. The City is authorized by Section 475.60, subdivision 2(6) of the Act to negotiate the sale of the Abatement Bonds it being determined, on the advice of bond counsel, that interest on the Abatement Bonds cannot be represented to be excluded from gross income for purposes of federal income taxation. The actions of the City staff and its municipal advisor in negotiating the sale of the Abatement Bonds are ratified and confirmed in all aspects.

4.03. Ehlers and Associates, Inc., as municipal advisor to the City (the "Municipal Advisor"), is authorized and directed to negotiate the sale of the Abatement Bonds. The City Council will meet on a date selected by staff of the City and the Municipal Advisor to consider proposals on the Abatement Bonds and take any other appropriate action with respect to the Abatement Bonds.

4.04. The law firm of Kennedy & Graven, Chartered, is authorized to act as bond counsel for the City ("Bond Counsel") and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Abatement Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel and the Municipal Advisor in the preparation of such documents, certificates, and instruments.

4.05. In the resolution awarding the sale of the Abatement Bonds, the City Council will set forth the covenants and undertakings required by the Act.

4.06. In connection with the sale of the Abatement Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor to participate in the preparation of an official statement for the Abatement Bonds and to deliver it on behalf of the City upon its completion.

4.07. The Mayor and the City Clerk/Finance Director are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

Adopted by the City Council of the City of Norwood Young America, Minnesota, this 26th day of September, 2022.

Mayor

ATTEST:

City Clerk/Finance Director

EXHIBIT A
ABATEMENT PROPERTY

Parcel Identification Numbers:

<u>Parcel ID</u>	<u>Address</u>
58.7500040	675 TACOMA BLVD
58.7510010	675 TACOMA BLVD
58.7510020	675 TACOMA BLVD
58.7500105	415 TACOMA CIR
58.7530010	TBD TACOMA CIR
58.7500010	680 TACOMA BLVD



TO: Mayor Lagergren and City Council

FROM: Angela Brumbaugh, City Clerk/Finance Director

DATE: September 26, 2022

SUBJECT: Approval of Resolution 2022-30; Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment

City Engineer Josh Eckstein of Bolton & Menk will be present to provide information on the proposed assessment for the improvement on the 2nd Avenue Project from N Devonshire Drive intersection to Main Street.

Recommended Motion:

Motion to approve Resolution 2022-30; Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment for the Improvement of 2nd Avenue from Northern Devonshire Drive Intersection to Main Street.



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

MEMORANDUM

Date: September 21, 2022
To: Andrea Aukrust, City of Norwood Young America
From: Josh Eckstein, Bolton & Menk
Subject: 2nd Avenue Improvement Project

Honorable Mayor and City Council Members:

The purpose of this memo is to provide you with a brief summary of the final project costs, and a comparison of those costs to the costs presented during the Feasibility Study (FS) phase for the above referenced project. Attached hereto, for your information and reference, is a final cost summary for the project.

The total final project cost is estimated to be \$2,330,054 which is \$916,897 (28.2%) below the preliminary estimate. The total final assessed amount is \$363,616 which is \$416,790 (53.4%) below the preliminary estimate. A special benefit analysis was completed as part of the project development and was used to evaluate assessments. Final assessments were assigned by taking the lessor of the assessed amount based on the assessment policy and the special benefit analysis.

The total final City cost is \$1,966,438 which is \$500,108 (20.3%) below the preliminary estimate. Two resolutions are required at the upcoming City Council Meeting in order for the City to remain compliant with the provisions of the assessment process. These resolutions are:

- Declaring the cost to be assessed and ordering the preparation of the final assessment roll.
- Receiving the proposed assessment and calling for a Public Hearing.

Also attached are copies of the final assessment roll that contains the updated costs and the assessment information. I am available to discuss this information with you and answer any questions that you or the City Council may have at your convenience.

**FINAL COST APPORTIONMENT SUMMARY
FOR
2ND AVENUE INFRASTRUCTURE IMPROVEMENTS
9/20/2022**

	Preliminary Estimated Costs	Final Project Costs	+ / (-) From Estimated Costs	% + / - From Estimated Costs
Total Project Cost	\$3,246,951.25	\$2,330,054.04	(\$916,897)	-28.2%
Standard Section Cost	\$1,133,801.81	\$859,919.07	(\$273,883)	-24.2%
Extra Depth Street Cost	\$777,674.20	\$508,012.89	(\$269,661)	-34.7%
Storm Sewer Improvements (City Cost)	\$267,278.12	\$221,397.92	(\$45,880)	-17.2%
Sanitary Sewer Improvements	\$369,393.68	\$208,796.28	(\$160,597)	-43.5%
Watermain	\$698,803.44	\$531,927.89	(\$166,876)	-23.9%
Street Assessment Calculations				
Total Standard Section	\$1,133,801.81	\$859,919.07	(\$273,883)	-24.2%
City Contribution (50%)	\$566,900.91	\$429,959.53	(\$136,941)	-24.2%
Assessable Portion	\$566,900.91	\$429,959.53	(\$136,941)	-24.2%
Total Units	47.00	47.00		
Corner Lot Credits	5.50	5.50		
Assessment Basis Units	41.50	41.50		
Assessable Cost Per Unit	\$13,660.26	\$10,360.47	(\$3,299.79)	-24.2%
Non-Assessable Units	5.50	5.50		
Non-Assessable City Cost	\$75,131.45	\$56,982.59	(\$18,149)	-24.2%
Assessable Units	36.00	36.00		
Total Assessed Amount - Street	\$491,769.46	\$372,976.94	(\$118,793)	-24.2%
Total City Cost	\$642,032.35	\$486,942.12	(\$155,090)	-24.2%
Watermain Assessment Calculations				
Total Watermain Cost	\$698,803.44	\$531,927.89	(\$166,876)	-23.9%
City Contribution	\$349,401.72	\$265,963.94	(\$83,438)	-23.9%
Assessable Portion	\$349,401.72	\$265,963.94	(\$83,438)	-23.9%
Total Units	46.00	46.00		
Cost Per Unit	\$7,595.69	\$5,781.82	(\$1,814)	-23.9%
Non-Assessable Units	8.00	8.00		
Non-Assessable Cost	\$60,765.52	\$46,254.60	(\$14,511)	-23.9%
Total Assessed Amount - Watermain	\$288,636.20	\$219,709.34	(\$68,927)	-23.9%
Total City Cost	\$410,167.24	\$312,218.54	(\$97,949)	-23.9%
Appraisal Cost Per Unit (Single Family W/ Watermain)		\$8,750.00		
Appraisal Cost Per Unit (Single Family Without Watermain)		\$7,250.00		
Total Assessed Amount After Appraisal	\$780,405.66	\$363,616.00	(\$416,790)	-53.4%
TOTAL ASSESSED AMOUNT:	\$780,406	\$363,616	(\$416,790)	-53.4%
TOTAL CITY COST:	\$2,466,546	\$1,966,438	(\$500,108)	-20.3%
TOTAL PROJECT COST:	\$3,246,951	\$2,330,054	(\$916,897)	-28.2%
429 BOND RATE:	3.50%	3.00%	-0.50%	NA

**CITY OF NORWOOD YOUNG AMERICA
RESOLUTION 2022-30**

**Resolution Declaring Cost to be Assessed
and Ordering Preparation of Proposed Assessment**

WHEREAS, a contract has been let for the improvement of 2nd Avenue from northern Devonshire Drive intersection to Main Street, and the contract price for such improvement is \$1,957,983.34, and the expenses incurred or to be incurred in the making of such improvement amount to \$372,070.70 so that the total cost of the improvement will be \$2,330,054.04.

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

1. The portion of the total cost of such improvement to be paid by the City is hereby declared to be \$1,966,438.00 and the portion of the cost to be assessed against benefited property owners is declared to be \$363,616.00.
2. Assessments shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2024 and shall bear interest at the rate of 4.0 percent per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.
4. Upon the completion of the proposed assessment, the City Clerk shall notify the council.

Adopted by the Council this 26th day of September 2022.

Approved:

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk - Treasurer

2ND AVENUE IN
FINA

PROP. NO.	OWNER	PROPERTY ADDRESS	P.I.D.	TOTAL UNITS	CORNER LOT UNIT CREDIT - PRIMARY	N ASS'N UNIT
1	DOUGLAS C & NANCY K KERBER	408 2ND AVE SE	590111450	1.00	0.50	
2	NORWOOD YOUNG AMERICA APARTMENTS LLC	324 CENTRAL AVE S	597280670	3.00		
3	NORWOOD YOUNG AMERICA APARTMENTS LLC	N/A	597280640	1.00		
4	CHRISTINE R & DAVID B SMITH	317 2ND AVE SE	590113750	1.00		
5	RICHARD & ALICE G TELLERS	313 2ND AVE SE	590111750	1.00		
6	LARRY M & HELEN E SIMONS	0 1ST AVE SE	593959371	1.00		C
7	COLYN M & MELANIE TYETE	307 2ND AVE SE	593960190	1.00	0.50	
8	DONA HERMANN	217 2ND AVE SE	593960150	1.00		
9	WAYNE & KAREN KOHOUT	213 2ND AVE SE	593960160	1.00		
10	COREY P LOCKWOOD	209 2ND AVE SE	593960170	1.00		
11	ALAN W & JOYCE E KRUEGER	201 2ND AVE SE	593960190	1.00	0.50	
12	ST JOHNS LUTHERAN CONGREGATION	113 2ND AVE SE	590510860	W/ 14		
13	ST JOHNS LUTHERAN CHURCH	109 2ND AVE SE	593960090	W/ 14		
14	ST JOHNS LUTH CHURCH OF Y A	101 2ND AVE SE	590510870	4.00	2.00	
15	ST JOHNS LUTH CHURCH OF Y A	19 2ND AVE SE	590510790	1.00		1
16	OPS HOLDING LLC	15 2ND AVE SE	590510790	W/ 17		
17	OPS HOLDING LLC	115 MAIN STE	590510800	2.00	1.00	
18	MARLEN B RIVERA QUINTANA	400 DEVONSHIRE DR	591500130	1.00		0
19	KRISTIN M BELTZ	404 2ND AVE SE	590110600	1.00		
20	JARRAD & GILLIAN STANATIS	402 2ND AVE SE	590110951	1.00		
21	ROBERT E & JOYCE L SAARLOOS REVOCABLE TR	330 2ND AVE SE	590110700	1.00		
22	AMEANNE M GOLDSMITH	328 2ND AVE SE	590110650	1.00		
23	DRAKE WILLIS	322 2ND AVE SE	590111250	1.00		
24	TRAVIS KEGLER	320 2ND AVE SE	590110900	1.00		
25	KATHLEEN M & ALAN HOISETH	318 2ND AVE SE	590110350	1.00		
26	WILLIAM & CHELSEA ROSSON	316 2ND AVE SE	590110500	1.00		
27	RYAN C SCHWAKEL & RHONDA J SKRABA	312 2ND AVE SE	590110400	1.00		
28	RYAN KAISER	310 2ND AVE SE	590110450	1.00		
29	STEPHAN R PEW	308 2ND AVE SE	590511070	1.00		
30	MARK REDINGER	302 2ND AVE SE	590511060	1.00	0.50	
31	MILFORD D JR & BRENDAL L MATZKE	218 2ND AVE SE	590511070	1.00		
32	BROCC & SAMANTHA COUSER	210 2ND AVE SE	590511000	1.00		
33	JOSHUA P & LEAH L BERNAU	206 2ND AVE SE	590510990	1.00		
34	JAMES M & JESSICA E BEATTY	202 2ND AVE SE	590510980	1.00		0
35	WAYNE PAUL BESSLER	118 2ND AVE SE	590510930	1.00		0
36	SCOTT A & DONNA L BEDNAR	114 2ND AVE SE	590510920	1.00		
37	NICHOLAS & GINA MARIE ROGOSIENSKI	110 2ND AVE SE	590510910	1.00		
38	THOMAS DEAN GASSER	106 2ND AVE SE	590510900	1.00		0
39	MICHAEL OLAF SCOUTLON JR & MELISSA JANE GONZLES	102 2ND AVE SE	590510890	1.00		
40	WILLIAM SCHRUPP	24 2ND AVE SE	590510880	1.00		1
41	PHILIP D WAGENER	20 2ND AVE SE	590510870	1.00		
42	ANN CHALUPSKY	16 2ND AVE SE	590510860	1.00		
43	ERNST HOLDINGS LLC	201 MAIN STE	590510820	1.00	0.50	
44	JEFFREY A DEBNER	216 1ST AVE SE	593960140	1.00		1
NORWOOD YOUNG AMERICA CITY						
Total Units				47.00	5.50	5
Corner Lot Credit Unit				5.50		
Assessment Basis Units				41.50		

Notes:
Based on Interest Rate 1% Above Bonding Cost (= 3.0% + 1.0% = 4.0%), and Term Equal to Bond Term (= 10 Years).



TO: Mayor Lagergren and City Council

FROM: Angela Brumbaugh, City Clerk/Finance Director

DATE: September 26, 2022

SUBJECT: Approval of Resolution 2022-31; A Resolution Receiving Proposed Assessment and Calling for a Public Hearing on Proposed Assessment

City Engineer Josh Eckstein of Bolton & Menk will be present to request a public hearing on October 24, 2022, allowing residents owning property affected by the 2nd Avenue project an opportunity to be heard in reference to such assessment.

Recommended Motion:

Motion to approve Resolution 2022-30; A Resolution Receiving Proposed Assessment and Calling for a Public Hearing on Proposed Assessment to be held at 6:00pm on October 24, 2022, in the Council Chambers at Norwood Young America City Hall.

**CITY OF NORWOOD YOUNG AMERICA
RESOLUTION 2022-31**

**A Resolution Receiving Proposed Assessment and
Calling for a Public Hearing on Proposed Assessment**

WHEREAS, by a resolution passed by the City Council on September 26th, 2022 the City Clerk was directed to prepare a proposed assessment of the cost of the making of public improvements to the infrastructure of the City of Norwood Young America by the installation of streets, curb and gutter, storm sewer, watermain and sanitary sewer according to the plans and specifications for such improvements; and

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

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

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

1. A hearing shall be held at 6:00 p.m. on October 24, 2022, in the City Council Chambers of the Norwood Young America City Hall located at 310 Elm Street W, Norwood Young America, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, prepay to the City of Norwood Young America the entire assessment on such property with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment.
4. After certification of the assessment roll to the County Auditor, the owner may at any time prior to November 15th of any year, prepay to the Norwood Young America City Clerk the entire principal balance of the assessment remaining, except that the installment of principal and interest in the process of collection on the current property tax list for the year in which the prepayment is made shall be paid to the Carver County Treasurer as part of the real estate taxes for the property assessed and payable for that year. If prepayment is made after November 15th of any year, interest will be charged to December 31st of the next succeeding year. Partial prepayments are also authorized in accordance with the City's Assessment Policy. No deferment of payments is authorized.

Adopted by the Council this 26th day of September 2022.

Approved:

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk/Finance Director



TO: NYA City Council

FROM: Jared Johnson, Planning Consultant - WSB

DATE: September 26, 2022

SUBJECT: First Reading - Ordinance 356 Accessory Ground Mounted Solar Systems

Background

At the September 6, 2022 Planning Commission meeting, staff presented the final draft ordinance to allow accessory ground mounted solar systems in the I-1 Industrial District. Staff drafted the final ordinance based off feedback from multiple Planning Commission and City Council meetings.

Key revisions to the draft ordinance that have been made following discussion from previous meetings include:

- Systems are only allowed in the I-1 Light Industrial District.
- Systems shall not exceed 15 feet in height.
- Systems are only allowed in the interior side or rear yard.
- Systems must be screened from rights-of-way by a landscaped buffer. A fence is required when abutting a commercial or industrial use. Screening will be reviewed administratively.
- The owner must submit a decommissioning plan to ensure all equipment and facilities are removed and vegetation is restored once the system reaches the end of its useful life.

Planning Commission Meeting

The Planning Commission held a public hearing for the ordinance amendment at their September 6, 2022 meeting. The public hearing was posted in the newspaper. There were no public comments made at the hearing, and no comments were submitted to the City. The Planning Commission unanimously voted to recommend the City Council approve the ordinance amendment.

Action

Staff is recommending the City Council make a motion to approve the first reading of Ordinance Number 356 amending Section 1245.10 to allow Accessory Ground Mounted Solar Systems in the I-1 Light Industrial District.

Attachments
Ordinance No. 356

**CITY OF NORWOOD YOUNG
AMERICA ORDINANCE NO. 356**

**AN ORDINANCE AMENDING SECTION 1245.10 OF THE CITY
CODE RELATING TO ENERGY SYSTEMS TO PROVIDE FOR
ACCESSORY GROUND MOUNTED SOLAR SYSTEMS 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 10th day of October 2022.

Attest:

Carol Lagergren, Mayor

Angela Brumbaugh, City Clerk

Adopted:

Published:

RESOLUTION 2022-27 AMENDED

A Resolution adopting Fiscal Year 2022 Preliminary Property Tax Levy for the City of Norwood Young America for collection in 2023

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Norwood Young America, Carver County, Minnesota, hereby adopts the following property tax levy for collection in 2023 upon taxable property in the City of Norwood Young America for the following purposes:

General Fund Levy	\$1,874,212
2009 Taxable Public Project Lease Revenue Bonds	\$148,549
2016A GO Bonds	\$38,246
2020A GO Bonds	\$195,842
2021A GO Bonds	\$ 68,496
2022 GO Bonds	\$107,314
Abatement – Industrial Park	\$ 65,823
Fund 275 – Capital Replacement	\$558,400
Fund 498 – Street Improvement	\$418,000
Total Property Tax Levy	\$3,474,882

Adopted by the Norwood Young America City Council this 26th day of September 2022.

Carol Lagergren, Mayor

Attest:

Angela Brumbaugh, City Clerk/Treasurer

**RESOLUTION 2022-28
AMENDED**

**A RESOLUTION ADOPTING THE 2021 PRELIMINARY GENERAL FUND OPERATING BUDGET FOR THE CITY OF
NORWOOD YOUNG AMERICA**

WHEREAS, it is the policy of the City of Norwood Young America to prepare and adopt an annual General Fund Operating Budget; and

WHEREAS, the preliminary budget for calendar year 2023 has been reviewed and approved by the City Council.

Now Therefore Be it Resolved, that the Norwood Young America City Council hereby adopts the following 2023 Preliminary General Fund Operating Budget and hereby appropriates the following amounts for said 2023 Budget.

REVENUES:

	<u>2022 Final</u>	<u>2023 Preliminary</u>
Property Taxes	1,606,558	1,874,212
Capital Project/Equipment	642,200	567,474
Licenses & Permits	110,500	56,400
Intergovernmental Revenues <i>(including state aids)</i>	448,362	548,501
Charges for Services	124,200	122,600
Fines & Forfeits	10,000	10,000
Interest on Investments	25,000	25,000
Miscellaneous Revenues	84,500	102,676
Transfers from other Funds	10,000	-
TOTAL REVENUES:	\$ 3,061,320	\$ 3,306,863

EXPENDITURES:

	<u>2022 Final</u>	<u>2023 Preliminary</u>
<i>General Government</i>		
Mayor/Council	22,700	22,514
Administration	108,020	108,519
Community Development	71,900	191,980
Boards & Commissions	5,200	5,200
Economic Development	145,700	139,075
City Clerk	181,000	200,576
Elections	8,800	-
Professional Services	133,500	117,450
Government Buildings	132,000	147,756
<i>Total General Government</i>	808,820	933,070
<i>Public Safety</i>		
Law Enforcement	201,200	240,508
Fire Protection	224,100	241,100
Other Protective Inspection	50,600	49,450
<i>Total Public Safety:</i>	475,900	531,058
 <i>Total: Highways, Streets, & Roads</i>	 729,200	 879,449
<i>Total: Culture/Parks & Recreation</i>	253,600	279,587
<i>Total: Capital Project/Equipment</i>	642,200	951,500
<i>Total: Swimming Pool</i>	60,600	75,207

<i>Total: Operating Transfer to Reserves</i>	48,500	17,500
<i>Total: Transit (Bus)</i>	26,500	17,518
<i>Total: Cemetery</i>	16,000	6,000
TOTAL EXPENDITURES:	3,061,320	3,690,889

Fund Debt Service Property/Street Improvement Capital Tax Levy

517	\$2,105,000 Tax Public Proj Lease Rev Bonds - 2009	\$ 141,013	\$ 148,549
521	\$3,875,000 GO Refunding Bonds - 2016A	\$ 144,592	\$ 38,246
522	G.O. Bonds - 2020A	\$ 389,032	\$ 195,842
523	2021a GO Bond	\$ 70,772	\$ 68,496
524	G.O. Bonds - 2022A	\$ -	\$ 107,314
275	Capital Replacement	\$ 642,200	\$ 558,400
498	Street Improvement Project Fund	\$ 130,000	\$ 418,000
	Abatement	\$ -	\$ 65,823
	Total: Debt Service Levy	1,517,609	1,600,670

Total Revenues versus Total Expenditures \$ - \$ (384,026)

Additional amount of expenditure = fund balance from capital

Adopted this 26th day of September 2022 by the Norwood Young America City Council.

Carol Lagergren, Mayor

Attest: _____
Angela Brumbaugh, City Clerk/Treasurer



To: Mayer Lagergren and Council Members
From: Angela Brumbaugh, City Clerk/Treasurer
Date: September 26, 2022
Subject: Resolution 2022-32 Approving Joint Powers Agreement with the State of Minnesota

Attached is a Joint Powers Agreement received from the State of Minnesota. The City must have an agreement in place with the State because we receive fine revenue from the State because of our contract with Carver County Attorney. Our portion of the fines is submitted to us via the States software, SWIFT.

Recommended Motion:

Approve Resolution 2022-32, a Resolution approving State of Minnesota Joint Powers Agreements with the City of Norwood Young America on Behalf of its City Attorney and authorize the execution of the Joint Powers Agreement and Amendment to the Subscriber Agreement.

RESOLUTION 2022-32

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF NORWOOD YOUNG AMERICA ON BEHALF OF ITS CITY ATTORNEY

WHEREAS, the City of Norwood Young America on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Norwood Young America on behalf of its Prosecuting Attorney, are hereby approved.
2. That the City Administrator, Andrea Aukrust or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Carol Lagergren, the Mayor for the City of Norwood Young America, and Angela Brumbaugh, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the Norwood Young America City Council this 26th day of September 2022.

Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh, City Clerk/Finance Director



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Norwood Young America on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.1007
Email Address:	Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Mark Metz, County Attorney
 Address: 600 E 4th St
 PO Box 12
 Chaska, MN 55318-2102
 Telephone: 952.361.1400
 Email Address: mmetz@co.carver.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its

own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Norwood Young America on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 134626, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



TO: NYA City Council

FROM: Karen Hallquist, Community and Economic Development Director

DATE: September 26, 2022

SUBJECT: Approval of Industrial Boulevard Sign

The NYA EDC has been planning for this project over the course of the last two years. Since the city was the original developer of this industrial area (back when it was Young America), it is appropriate for the developer to install and pay for a destination/location sign.

Staff and commissioners reviewed different models, size, and materials of signs and had conversations with neighboring community directors for their input. It was recommended to keep the sign as “timeless” as possible with colors and no city logos or business logos as it is easier to maintain.

The proposed site is on the northwest corner of the intersection of Hwy 212 and Industrial Boulevard. Staff has a verbal agreement with Hydro Engineering for the use of their land for the project and will have a formal agreement drafted by the city attorney.

Staff also worked with Commissioner Eggers at the proposed sign location with the following determinations:

- City public service staff can prepare the site by removing river rock/dirt and leveling off the area
- Landscaping bricks and finishes are estimated at no more than \$2,000

Staff worked with Council Member Storms and CD Products for the detailed scope of work. A quote was requested from CD Products (Waconia) and Intensity Signs & Graphics (Glencoe). CD Product has a design, production, and installation cost of \$11,215. To date, no information from Intensity Signs & Graphics has been received.

This project will be paid for by CIP funds. The original budgeted amount was \$30,000. The EDC will be researching a sign project for the Tacoma West Industrial Park once the expansion (second addition) is completed. The proposed sign does meet all City Code compliance. City staff will apply for the sign permit and schedule the building official for inspection. Upon approval, the goal is to have the sign installed yet this fall.

Recommended Motion:

- Motion to approve CD Products quote of \$11,215.00 for the design, production, and installation of the Industrial Boulevard sign at the selected location.
- Motion to approve the color combo Sierra Tan/Almond...OR...Dark Ivy/Almond for the sign.
- Motion to approve up to \$2,000 in landscaping supplies to complete the project.

Industrial Boulevard Business Sign

****Two sided****

****No illumination necessary****



****Located at the southeast corner of Parcel ID 58.8500140—301 Industrial Blvd and Highway 212 West****

****Not located in the Right of Way—private property of Hydro Engineering****






----- QUOTATION -----

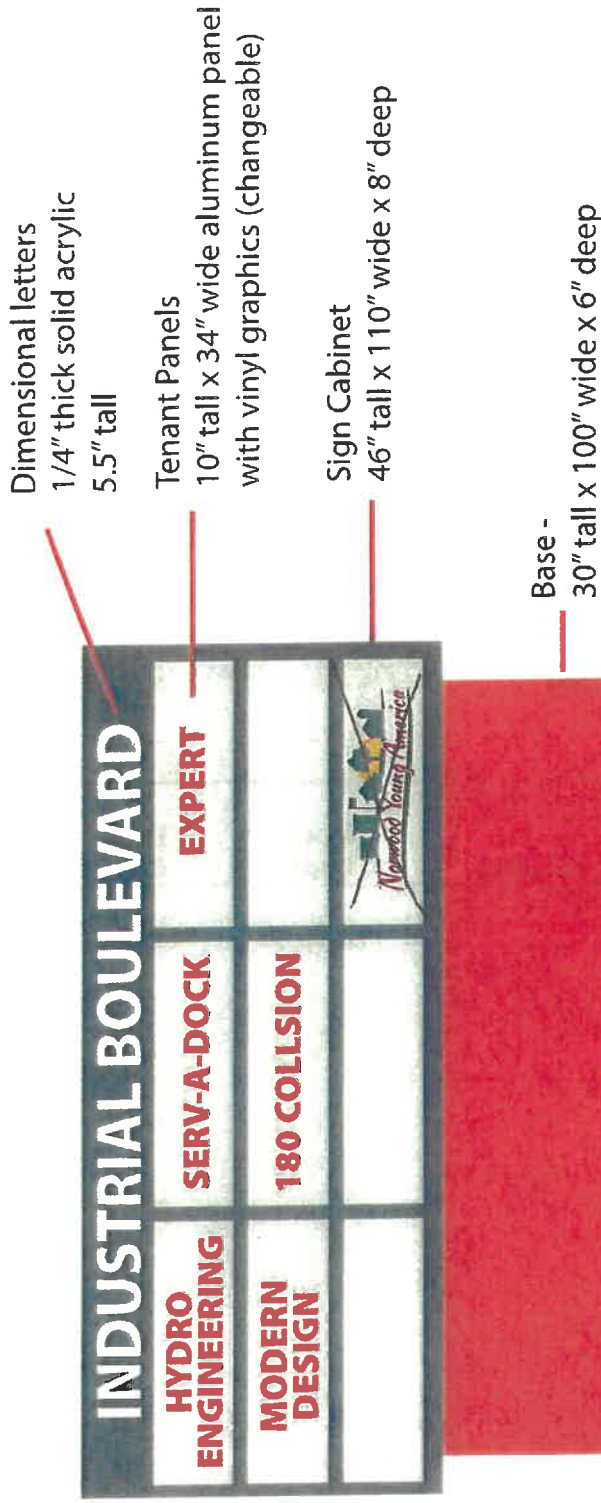
DATE: 5/3/22 **SHIP DATE:** tbd
COMPANY: City of Norwood Young America **SHIP VIA:** Installed
CONTACT: Karen Hallquist / Charlie Storms **TERMS:** 50% down / 50% net 10 days
economicdev@cityofnva.com
charliestorms75@gmail.com

Monument Sign	Quantity	Unit Cost	Total Cost
"Industrial Boulevard" monument sign Firestone Unaclad monument Please review with proof attached. Price includes, design, production and installation of 1 sign Additional costs: - sign permit and related fees - all site work to prepare for sign installation and any landscaping needed after installation - sales tax, if required	1	11,215.00	11,215.00

Quoted By Catherine Nielsen

Accepted By: _____

 <p>1330 MILL LANE • WACONIA, MN 55387 phone 952-442-7481 fax 952-442-7481 email cathy@cdproductsinc.com</p>		Pricing shown is for product only and does not include design, installation, shipping or sales tax charges, which are additional.	PROOF DATE 5/3/2022
Job Description Industrial Blvd Monument			
Customer City of NYA			
Sales Person Catherine Nielsen			
Notes see ----> and quotation attached			
file:			
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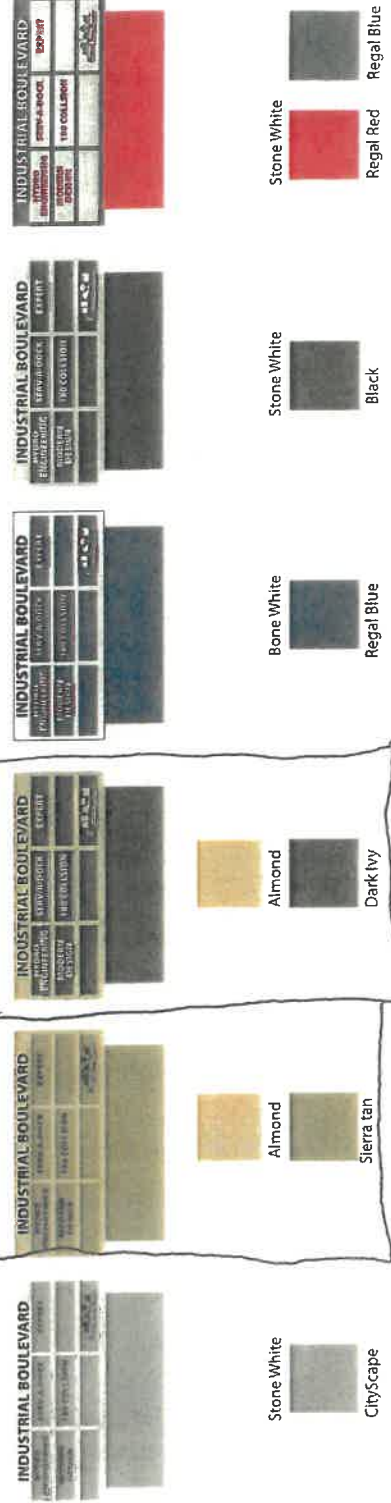


Overall size of monument - 76" x 110"

** Double Sided

** Council to pick the color combo*

Color Ideas





TO: Mayor and City Council Members

FROM: Alicia Menzel, Accounting Clerk

DATE: September 26, 2022

SUBJECT: Public hearing for delinquent utilities and special assessments

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

Delinquent utilities and special assessments are assessed to the property owners' real estate taxes if not paid by November 30, 2022.

Proper notices will be sent to all affected property owners.

Requested Action: Motion to call for a public hearing on assessments for delinquent utilities and special assessments on certain properties on Monday, October 24, 2022, at 6:00 p.m.

Norwood Young America