



CITY COUNCIL AGENDA

July 24, 2023

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. No Workshop

EDA

2. CALL A MEETING OF THE EDA TO ORDER
 - 2.1. Pledge of Allegiance
 - 2.2. Approve Agenda
 - 2.3. Approve the minutes of May 22, 2023
 - 2.4. Adjournment

CITY COUNCIL MEETING

3. CALL A 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: A single motion will approve all those items listed as part of the Consent Agenda 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 July 10, 2023, City Council Meeting

- 6.2. Approve Payment of Claims

7. PUBLIC HEARING

8. OLD BUSINESS

9. NEW BUSINESS

- 9.1 Facility Plan Study—Seth Peterson, P.E. Bolton & Menk

- 9.2 Pavilion Electrical Service Separation Quotes—Administrator Aukrust

- 9.3 Old Town Electrical Service Quotes—Administrator Aukrust

- 9.4 New Old Town Project – Donation Recognition - Karen Hallquist, Community and Economic Development Director

- 9.5 NYA Façade Improvement Loan Program—Karen Hallquist, Community and Economic Development Director

10. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

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

12. ADJOURNMENT

UPCOMING MEETINGS / EVENTS

August 1, 2023	Planning & Zoning Meeting	6:00 PM
August 9, 2023	Economic Development Commission Meeting	6:00 PM
August 14, 2023	City Council Meeting	6:00 PM
August 15, 2023	Park and Recreation Commission Meeting	5:15 PM
August 17, 2023	Sr. Advisory	9:00 AM
August 24-27, 2023	Stiftungsfest	Check the Schedule for Event Times!
August 28, 2023	City Council Workshop/EDA/Meeting	5:00 PM/6:00 PM



ECONOMIC DEVELOPMENT AUTHORITY MINUTES

May 22, 2023 – 6:00 PM

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

Attendance:

ATTENDEES: Carol Lagergren, Charlie Storms, Alan Krueger, Brooke Allen, and Mike McPadden

ABSENT:

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

OTHERS:

2. Call EDA Meeting to Order

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

2.1 Pledge of Allegiance

The Pledge of Allegiance was said by all present

2.2 Approve Agenda

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

2.3 Approve minutes of April 24, 2023 meeting

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

2.4 Adjournment

Motion: MM/AK to adjourn at 6:01 PM. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Angela Brumbaugh, Clerk/Finance Director



CITY COUNCIL MINUTES

July 10, 2023 – 6:00 p.m.

City Council Chambers

310 Elm Street W.

Norwood Young America, MN 55368

Attendance:

ATTENDEES: Alan Krueger, Carol Lagergren, Brooke Allen, Mike McPadden, Charlie Storms

ABSENT:

STAFF: Karen Hallquist (Community and Economic Development Director), Angela Brumbaugh (Clerk/Finance Director), Andrea Aukrust – City Administrator

OTHERS: Linda Worm (Southwest Carver County Food Shelf), Josh Edison (Squires, Waldsperger & Mace, P.A.), Tessia Melvin (David Drown, HR)

1. CALL A MEETING OF THE CITY COUNCIL TO ORDER

Mayer Lagergren called the meeting to order at 6:02 pm with all council members present.

- The Pledge of Allegiance - *was said by all.*

2. APPROVE AGENDA

CS/MM motion to approve the agenda as written. Motion passed 5-0.

3. INTRODUCTIONS, PRESENTATIONS, PROCLAMATIONS, AWARDS, AND PUBLIC COMMENT

4. CONSENT AGENDA

4.1. Approve Minutes of June 26, 2023, City Council Meeting

4.2. Approve Payment of Claims

MM/AK motion to approve the consent agenda. Motion passed 5-0.

5. PUBLIC HEARING

6. OLD BUSINESS

7. NEW BUSINESS

7.1. West Carver County Food Shelf – Linda Worm

- Would like Council approval to move forward with some of the remodel items for the building
 - Paint walls with brighter colors, main room and lunchroom
 - Pull up old carpeting and re-carpet the whole area, all rooms, unless overwhelmingly high cost

Mayor Lagergren and Administrator Aukrust addressed the need for obtaining more than one quote for the work to be done since it is a city-owned building, as well as needing a licensed contractor. Administrator Aukrust said two should be sufficient for this project.

- Two quotes have been received for the carpeting
- Still trying to obtain quotes for painting

- Have submitted a grant for the remodeling in the amount of \$15,000, closing on July 21st
- Hasn't been painted since 1989

Councilman Krueger asked for more information about what Super Shelf is and if anything on the ceiling needs to be addressed.

- Super Shelf said with the brighter colors, the lighting and ceiling would be brighter, so no plans to change any of the lighting/ceiling
- Super Shelf is a program to help redesign the setup to be easy, more shopper-friendly, and updated

7.2. 2022 Audit Review: ABDO – Bonnie Schwieger, Senior Audit Manager

- Goal of the audit is to issue an opinion on the financial statement
- Issued a clean or unmodified opinion, which is what is typically looked for, this means financial statements were free of misstatement and all audit evidence was found
- Also issue opinion letter on legal compliance
 - Check into how meetings are run
 - How bids are accepted
 - Follow statutes
- No compliance issues found
- Review internal control, checks, and balances – no findings to disclose
- Preparation of Financial Statements finding in audit because ABDO does prepare financial statements for the City, this is included
- General fund reserves were increased from previous year
 - Collected more in state grants than budgeted for
 - Expenditures were over budgeted
- General fund revenues
 - Largest source is taxes
 - Intergovernmental sources is next largest
- General Fund Expenditures
 - General government did increase due to larger payroll expenditures
- Capital Project Funds
 - Capital fund did increase, so more monies for capital projects
- Water Fund
 - Last two years have been bringing in slightly less funds than needed to cover costs
- Sewer Fund
 - Similar to water fund, matching more closely to bringing in monies to match costs
- Harbor at Peace Fund
 - Operating cost similar to monies being brought in
 - Not been able to keep a sufficient recommended cash reserve balance, continues to decline
- Carrying a heavy debt load inherited from past projects, once some of that debt falls off, it will open up the option to have funds to do more projects, such as roads

What is a TIF?

- It's an incentive to bring development into certain areas

BA/CS motion to accept the 2022 Audit Review by ABDO Solutions. Motion passed 5-0.

7.3. Announcement of Closed meeting – Mayor Lagergren

****Closed Session pursuant to MN Statute Section 13D.03 to Discuss Labor Negotiations Strategy**** - John Edison, City Attorney and Tessia Melvin, David Drown and Associates

Motion to Close the Regular

CS/AK motion to close the regular meeting at 6:44 p.m. Motion passed 5-0.

Motion to Open the Closed Session—Council member McPadden, *seconded by Storms to Open the closed session. Motion passed 5-0.*

Motion to Close the Closed Session-- *Council member Storms, seconded by Allen to close the closed session at 7:11 p.m. Motion passed 5-0.*

Motion to Reopen the Regular Meeting—Council member McPadden, *seconded by Krueger to open the regular meeting. Motion passed 5-0.*

7.4. John Deere Quotes – Joel Decker, Public Works Lead and Administrator Aukrust

- Midwest Machinery of Glencoe bid price was less than State Bid.
 - \$57,310 and giving us \$25,000 for trading in the Kubota F3990, net price of \$32,310

BA/CS motion to approve the bid for the John Deere 1575 from Midwest Machinery of Glencoe for \$32,310 and trade in the Kubota F3990. Motion passed 5-0.

8. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

9. ADDITIONAL INFORMATION

10. ADJOURNMENT

MM/BA motion to adjourn at 7:21 p.m. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Angela K. Brumbaugh, Clerk/Finance Director



more than a place, it's home.

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

To Be Approved: July 24, 2023

Payroll EFT

Check #	508087 - 508127	\$	37,144.97
Check #	-		

Prepays

Check #		\$	-
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Claims Pending Payment

Check #	34455 - 34485	\$	275,594.03
	-		

Voided Checks

Check #	34444 - 34452	Not posted in the system
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Grand Total (excluding voided checks)	\$	<u>312,739.00</u>
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NORWOOD YOUNG AMERICA

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*Check Detail Register©

10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
34455	07/21/23	A & K REPAIR			
E 602-49450-223		Repair/Maintenance Bldg/	\$199.90	52770	1/3 hp motor pulley
		Total	\$199.90		
34456	07/21/23	Allen, Brooke			
E 101-41110-207		Training Instructional	\$285.00		LMC conference
E 101-41110-331		Travel/Meeting Expense	\$258.07		LMC conference
		Total	\$543.07		
34457	07/21/23	ANCOMCOMMUNICATIONS, INC.			
E 101-42200-323		Radio Units	\$624.36	115807	Battery
		Total	\$624.36		
34458	07/21/23	ARNOLDS OF GLENCOE, INC.			
E 101-45200-221		Repair/Maintenance Equip	\$135.46	P62029	Blade sharpening
		Total	\$135.46		
34459	07/21/23	BOND TRUST SERVICES CORP.			
E 601-49400-611		Bond Interest	\$1,481.00	79983	2012a Water Sewer Revenue Refunding Bond
E 602-49450-611		Bond Interest	\$2,469.00	79983	2012a Water Sewer Revenue Refunding Bond
E 517-49330-611		Bond Interest	\$15,737.50	79984	2013a GO Bond
E 521-49330-611		Bond Interest	\$18,212.50	79985	2016a GO Bond
E 601-49400-611		Bond Interest	\$11,137.50	79985	2016a GO Bond
E 522-49330-611		Bond Interest	\$11,400.00	79986	2020a GO Bond
E 522-49330-611		Bond Interest	\$42,285.46	79986	2020a GO Bond
E 601-49400-611		Bond Interest	\$2,172.61	79986	2020a GO Bond
E 602-49450-611		Bond Interest	\$691.93	79986	2020a GO Bond
E 523-49330-611		Bond Interest	\$5,870.00	79987	2021a GO Bond
E 602-49450-611		Bond Interest	\$6,360.00	79987	2021a Go bond
E 524-49330-611		Bond Interest	\$32,562.06	79988	2022a GO Bond
E 601-49400-611		Bond Interest	\$8,091.69	79988	2022a GO Bond
E 523-49330-604		Bond Service Charge	\$475.00	81707	2021a GO Bond
		Total	\$158,946.25		
34460	07/21/23	CARVER COUNTY ATTORNEYS OFF			
E 101-41500-307		Prosecution Contract	\$3,082.83	2023017	Prosecution Contract Apr-Jun
		Total	\$3,082.83		
34461	07/21/23	CENTER POINT			
E 601-49400-383		Gas Utilities	\$3.05		gas utilities
E 602-49450-383		Gas Utilities	\$14.96		gas utilities
		Total	\$18.01		
34462	07/21/23	DAVES SEASON ALL			
E 101-43100-437		Maintenance Contract	\$450.00	529315	June Lawn Services
E 101-43100-437		Maintenance Contract	\$100.00	529316	June Lawn Services
		Total	\$550.00		
34463	07/21/23	HAWKINS WATER TREATMENT GROUP			
E 101-49860-216		Chemicals and Chem Pro	\$1,075.43	6507282	Pool chemicals

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10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,075.43		
34464	07/21/23	HEALTH PARTNERS			
G 101-21706		Hospitalization/Medical Ins	\$12,829.96	44578294176	August Health Insurance
Total			\$12,829.96		
34465	07/21/23	HOME SOLUTIONS			
E 101-43100-221		Repair/Maintenance Equip	\$237.64	10710	Repairs - washer
Total			\$237.64		
34466	07/21/23	LANO EQUIPMENT			
E 101-43100-221		Repair/Maintenance Equip	\$13.38	87873	Spring-bolt-washer
Total			\$13.38		
34467	07/21/23	MARCO TECHNOLOGIES LLC			
E 101-41400-437		Maintenance Contract	\$154.00	11353275	Contracted services 05/16/23-06/15/23 IT
Total			\$154.00		
34468	07/21/23	MINI BIFF			
E 101-45200-418		Other Rentals (Biffs)	\$295.80	A-141595	Legion/Pool park
Total			\$295.80		
34469	07/21/23	MINNESOTA RURAL WATER ASSOC			
E 101-43100-207		Training Instructional	\$450.00		Waconia Expo
E 101-45200-207		Training Instructional	\$150.00		Waconia Expo
E 601-49400-207		Training Instructional	\$150.00		Waconia Expo
E 602-49450-207		Training Instructional	\$150.00		Waconia Expo
Total			\$900.00		
34470	07/21/23	MN VALLEY ELECTRIC COOPERATIVE			
E 603-49500-381		Electric Utilities	\$71.51		Electric - 13150 Tacoma Ave Pump Acct 337411311
Total			\$71.51		
34471	07/21/23	OEM SERVICE CO, LLC			
E 101-42200-221		Repair/Maintenance Equip	\$57.67	038024	Engine 21 Repairs
Total			\$57.67		
34472	07/21/23	Orr Contracting LLC			
E 101-42200-223		Repair/Maintenance Bldg/	\$4,833.00	23175	Metal fabrication
Total			\$4,833.00		
34473	07/21/23	PEARSON BROS. INC.			
E 101-43100-425		Street Maint seal coat	\$70,638.69	5882	Seal Coating - contract apprv 04/24/23
Total			\$70,638.69		
34474	07/21/23	PRO AUTO & TRANSMISSION REPAIR			
E 101-43100-221		Repair/Maintenance Equip	\$76.51	107114	Mount tires
Total			\$76.51		
34475	07/21/23	RUPP, ANDERSON, SQUIRES, PA			
E 101-41500-304		Legal Fees	\$955.80	17672	Misc

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10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41500-304		Legal Fees	\$84.00	17672	Masonic Building
E 101-41500-304		Legal Fees	\$378.66	17672	Purchase Agreement - Peace Villa - Harbor
E 101-41500-304		Legal Fees	\$1,969.50	17672	Ecumen Termination - Peace Villa - Harbor
E 101-41500-304		Legal Fees	\$351.00	17822	Joint Powers - Walking Track
E 101-41500-304		Legal Fees	\$45.25	17822	Masonic Building
E 101-41500-304		Legal Fees	\$253.50	17822	Misc
		Total	\$4,037.71		
34476	07/21/23	SCHNEIDER EXCAVATING & GRADING			
E 101-43100-223		Repair/Maintenance Bldg/	\$3,820.00	SE2903	10 loads class 5 - blading Tacoma Ave
		Total	\$3,820.00		
34477	07/21/23	SUN LIFE ASSURANCE COMPANY			
G 101-21707		Disability Insurance	\$1,183.98		STD
		Total	\$1,183.98		
34478	07/21/23	Tangent Technologies LLC			
E 101-45200-223		Repair/Maintenance Bldg/	\$1,172.35	74144	Bench end casting - green
		Total	\$1,172.35		
34479	07/21/23	TWIN CITIES & WESTERN RAILROAD			
E 101-43100-440		Lease	\$381.12	M900500-IN	Utility Crossing - #460.02-20060602
E 101-43100-440		Lease	\$415.13	M900501-IN	Utility Crossing - #460.0-20030602
		Total	\$796.25		
34480	07/21/23	UMB Bank			
G 101-21718		HSA ACCOUNT	\$2,625.00		HSA
		Total	\$2,625.00		
34481	07/21/23	Waconia Comfort			
E 602-49450-223		Repair/Maintenance Bldg/	\$150.00	i8724	Plumbing Service Temp sensor Water heater
		Total	\$150.00		
34482	07/21/23	WASTE MANAGEMENT			
E 101-41940-223		Repair/Maintenance Bldg/	\$434.10	0104561-280	Public Works Shop - 24 3rd Ave SE
		Total	\$434.10		
34483	07/21/23	WM MUELLER & SONS INC			
E 101-43100-224		Street Maint Materials	\$243.20	288812	3/8" fine
E 101-43100-224		Street Maint Materials	\$244.00	289289	3/8" fine
		Total	\$487.20		
34484	07/21/23	WSB			
E 101-46500-305		Other Professional Fees	\$1,075.50	R-022796-00	
		Total	\$1,075.50		
34485	07/21/23	XCEL ENERGY			
E 101-43100-380		Street Lighting	\$98.54		Electric
E 101-43100-381		Electric Utilities	\$81.17		Electric
E 101-45200-381		Electric Utilities	\$59.88		Electric
E 601-49400-381		Electric Utilities	\$4,288.88		Electric

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10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$4,528.47		
10100 CHECKING			\$275,594.03		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$111,619.48
517 Oak Grove Debt Service	\$15,737.50
521 2016A GO	\$18,212.50
522 2020 GO Bond	\$53,685.46
523 2021 GO Bond	\$6,345.00
524 2022a GO Bonds	\$32,562.06
601 WATER FUND	\$27,324.73
602 SEWER FUND	\$10,035.79
603 STORM WATER UTILITY	\$71.51
	\$275,594.03



DATE: July 24, 2023

TO: Honorable Mayor Lagergren and Members of the City Council

FROM: Andrea Aukrust, City Administrator

RE: Wastewater Treatment Facility Plan Engineering Scope & Estimated Fees

Please see the attached memo from Seth Peterson, P.E.—Bolton and Menk, Inc. Mr. Peterson will be available at the meeting to discuss the scope of work to be completed and answer questions.

Recommendation:

Motion to authorize Bolton and Menk, Inc. to conduct a Facility Plan at the wastewater treatment plant.

Norwood Young America



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

VIA EMAIL

July 14, 2023

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

RE: Wastewater Treatment Facility Plan
Engineering Scope and Estimated Fees
Norwood Young America, Minnesota

Dear Ms. Aukrust:

The wastewater treatment has new permit limits from the Minnesota Pollution Control Agency (MPCA) that will require improvements at the wastewater treatment facility (WWTF). Additionally, the facility is aging and requires upgrades. Bolton & Menk has recommended a comprehensive Facility Plan to address the full facility needs and plan for the future. This letter details the professional engineering services related to the wastewater treatment Facility Plan for the City of Norwood Young America defining our scope of work and providing you with an estimate of fees for these services. This report would also encompass the requirements of the MPCA regarding the new River Eutrophication Standards phosphorus limit and chloride limit as well as position the City for state funding and grants.

This report will help the City determine its needs and most suitable alternatives for the next 20 plus years of wastewater treatment.

I. SCOPE OF WORK – FACILITY PLAN

1.0 Meetings

1.1 Bolton & Menk, Inc. (BMI) would meet with the City of Norwood Young America throughout the process to develop future flows and loadings, discuss community growth and educate the City on the development of wastewater treatment concepts and alternatives. Specifically, the following meetings would also be included:

1.1.1 BMI would attend meetings with City staff to explain the planning process and information needed from planning perspective as well as update meetings on progress.

- 1.1.2 BMI would meet with technical staff onsite at the WWTF to review issues, evaluate facility, and determine high need areas/items.
- 1.1.3 BMI would attend a meeting with the City of Norwood Young America to review the completed draft report and discuss recommendations.
- 1.1.4 BMI would attend a public hearing for presentation of the Facility Plan to the City Council and residents to meet MPCA requirements for funding and obtain City approval.
- 1.1.5 BMI would attend meetings with the MPCA and City as required, but specifically the Facility Plan review meeting to go over findings.
- 1.2 Bolton & Menk would continue to work with the City to collect required data and set up a sampling program if additional data collection is needed.

2.0 Facility Plan

- 2.1 Our team will prepare a Facility Plan that will comply with all MPCA requirements for Facility Plans including:
 - 2.1.1 Review of historical flow and loading data and projections of future flow and loadings. Future flow and loading considerations would include: City of Norwood Young America growth, any large industrial/commercial/institutional considerations, and other possible areas the City could serve in the future. This expansive review of the service area will help the City make a sound decision for treatment now and for the future.
 - 2.1.2 Completion of Preliminary Effluent Limits request to MPCA (fee to be paid by City).
 - 2.1.3 An evaluation of the existing system and any deficiencies.
 - 2.1.4 Review of treatment alternatives to address current needs and proposed changes (including phosphorous and chlorides and additional loadings from growth of residential/industrial/commercial areas).
 - 2.1.5 Provide estimated operational and maintenance cost opinions, including ideas on staffing levels from similar communities.
 - 2.1.6 Provide opinions of probable construction costs for each alternative.
 - 2.1.7 Provide discussion on financing alternatives.
 - 2.1.8 Provide recommendations and implementation schedule to comply with future NPDES permit and the proposed River Eutrophication Standards (phosphorous).
 - 2.1.9 Assist City in approving the plan and submitting to the MPCA.
 - 2.1.10 Assist City with other requirements for Public Facility financing as appropriate for proposed schedule (Environmental Review, IUP request, etc.)

II. ESTIMATED FEES

Based upon our understanding of the project and scope, we propose completing the Facility Plan on an hourly basis in accordance with our current Fee Schedule for an estimated fee of **\$60,000-\$70,000**.

III. SCHEDULE

The schedule for this level of planning effort is highly dependent upon the MPCA and the NPDES permitting process. We will maintain close communication with the City on changes to the schedule to meet the community's goals and objectives. Our team would propose the following schedule for this work:

- | | |
|-----------------------|---|
| • August 2023 | Kick-Off Meeting and Facility Evaluation |
| • August-October 2023 | Data Collection |
| • Fall 2023 | Preliminary Effluent Limits Request Submitted to MPCA |
| • Fall/Winter 2023 | Draft Report |
| • January 2024 | Review Facility Plan with City |
| • February 2024 | Public Hearing and Council Presentation on Facility Plan |
| • March 2024 | Finalize Plan and Submit to MPCA (final date is dependent upon NPDES permitting and other factors that could modify this to the following year) |

Recommendations:

It is recommended to authorize the completion of a Facility Plan as outlined above.

Please feel free to contact me if you have any questions or if you require any additional information at (612) 803-5223. I will be available at the July 24, 2023, Council meeting to discuss these items in greater detail as needed.

Respectfully Submitted,

BOLTON & MENK, INC.



Seth A. Peterson, P.E. (MN, WI)
Senior Principal Engineer

cc: Josh Eckstein, Bolton & Menk, Inc.



DATE: July 24, 2023

TO: Honorable Mayor Lagergren and Members of the City Council

FROM: Andrea Aukrust, City Administrator

RE: Pavilion Service Separation

Please see the attached quotes for the Pavilion service separation. Two quotes were received.

- Add a 400 amp meter socket on the outside of the building
- Provide & install wires from the building to the transformer
- Refeed existing panels from the new meter
- Demo
- Permit

Extreme Electrical Services, Inc. \$14,935.00 Pavilion Service Separation

Advanced Electrical Services, Inc. \$15,230.00 Pavilion Service Separation

Recommendation:

Motion to approve the quote from Xtreme Electrical Services, Inc. in the amount of \$14,935.00 for the pavilion service separation.

Norwood Young America



ELECTRICAL SERVICES, INC.

P.O. Box 427

Norwood Young America, MN 55368

Phone: 952-847-0001

CONTRACTOR PROPOSAL AND CONTRACT

DATE: JUNE 23, 2023

PROPOSAL #: 23-10080

We are pleased to submit the following proposal for the Project described below. We propose to furnish materials and labor necessary for completion of the Contract Work, in accordance with all electrical codes and regulations. The Contract Work shall consist of all work necessary or reasonably inferable from the building plans, so as to produce the intended results. **As a result of the COVID-19 Pandemic, the electrical industry is seeing a significant increase in material prices and availability. As a result of this instability, this proposal will only be good for 30 days from date of issue. Beyond 30 days, please check with us to confirm current pricing.**

SUBMITTED TO: Andrea Aukrust @ City of Norwood Young America
ADDRESS: 310 Elm Street W.
CITY, STATE, ZIP: NYA MN 55368
PHONE #: CELL #:
EMAIL: Cityadmin@cityofnya.com

PROJECT DESCRIPTION: PAVILION SERVICE
WILLKOMMEN MEMORIAL PARK PAVILION
21 E MAIN STREET, NYA MN 55397

DESCRIPTION OF WORK

- ☐ ADD 400 AMP METER SOCKET ON OUTSIDE OF THE BUILDING.
- ☐ PROVIDE & INSTALL WIRES FROM BUILDING TO TRANSFORMER.
- ☐ REFEED EXISTING PANELS FROM NEW METER.
- ☐ DEMO
- ☐ PERMIT

PROPOSAL TOTAL: \$15,230.00

NOTE: NO XCEL ENERGY FEES INCLUDED

CONTRACT PAYMENT TERMS

CONTRACT AMOUNT: We hereby propose to perform all Contract Work listed for the sum of \$15,230.00+ Options Added.

TERMS OF PAYMENT: 50% Due upon completion of rough in. Balance due 10 days upon completion of Contract Work.

LATE PAYMENT CHARGE: Amounts not paid according to terms will be charged a service charge of 1.5% per month or the maximum legal rate allowable, whichever is higher, until paid full. The Contractor shall also be entitled to recover all reasonable costs, charges, expenses, and attorney fees expended or incurred therein.

PAYMENT DELAY: If for any reason the Contractor does not receive payment from the Owner within seven (7) calendar days after the time payment is due, the Contractor upon giving seven (7) calendar days written notice to the owner, in addition to any other legal remedies, may stop its Contract Work until payment of the full amount owing to the Contractor has been received.

PRE-LIEN NOTICE:

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

ACCEPTANCE OF PROPOSAL

All terms and conditions are hereby agreed to by the parties listed below. Original signature required on each copy.

OWNER: _____ **DATE:** _____

ADVANCED ELECTRICAL SERVICES, INC.: _____ **DATE:** _____



PROPOSAL AND CONTRACT

Estimator: Brandon Stender

Email: brandon@xtremeelectricalservices.com

Phone: 612.599.6597

311 West Railroad Street
Norwood Young America, MN 55368
Ph: 952.466.5777

4.11.23

Customer & Project Details

Customer: City of Norwood Young America
Attn: Andrea Aukrust
Phone: 952.467.1805
Email: cityadmin@cityofnya.com
Address: 310 Elm St West
Norwood Young America, MN 55368

Project Name: Wilkommen Park
Project Description: Old Town Service & Pavilion Service Separation
Project Address: 13 SE 1st Ave
Norwood Young America, MN

Scope of Work

Pavilion Service Separation

Permit
Demo
Add 400 amp meter socket on Pavilion
Direct bore feeders from transformer to new meter socket location
Install feeders from new meter socket to existing panels

 **Pavilion Separation Total - \$14,935.00**

Old Town Service

Permit
Demo
Furnish & install new meter socket
Furnish & install low voltage meter socket
Furnish & install (2) 200 amp 40 space loadcenters
Furnish & install (2) 150 amp breaker style disconnects for field lighting

Old Town Service Total - \$9,860.00



PROPOSAL AND CONTRACT

Estimator: Brandon Stender

Email: brandon@xtremeelectricalservices.com

Phone: 612.599.6597

Alternates

NA

Notes

- Xtreme Electric is not responsible for any power interruption delays caused by Xcel Energy
- No Xcel energy fees included in this bid – to be paid for by the City of NYA
- Existing CT cabinet to be re-used as approved by Xcel Energy
- Proposal assumes existing pipes and wires in Old Town will be re-used – additional costs will be incurred if pipes and/or wires are damaged during building demo.
- Additional costs will be incurred if existing wires and/or pipe need to be replaced
- Temporary power for Old Town included in this bid
- No wiring for new Old Town include in this bid – this is for the service only

Terms & Conditions

Payment Terms:

- Net 30 with Monthly Progress Billing
 - A 5% charge per month added to any past dues balance over 30 days.
 - Monthly progress billing on all projects over \$5,000
 - A Maximum of 5% Retainage Allowed
 - All Retainage to be paid within 30 days of completion of the Div 26 scope of work or with the final payment
 - All Change orders are to be paid: NET DUE UPON RECEIPT
 - Bid/Budge price assumes that payment will be made by cash or check withing the specified payment terms. Additional fees will apply for a late payment or any payment by credit card or ACH
 - Or a Schedule of Values to be submitted prior to the start of construction
- 1) Customer acknowledges that Xtreme's work on this project will be limited to the work expressly set forth within this Proposal and Customer agrees to ensure that all other contractors working on the site will cooperate with Xtreme to facilitate the completion of Xtreme's work as set forth in the Proposal
 - 2) If the Customer fails to pay Xtreme at the time payment of any amount becomes due, then Xtreme may, at any time thereafter, upon service written notice that the work will be stopped. Xtreme Electric may pursue all available remedies to enforce the terms of this Proposal and Contract. Customer shall be obliged to pay Xtreme Electric for all legal fees and costs incurred by Xtreme Electric in the enforcement of this agreement, including but not limited to all legal fees and arbitrator fees incurred to collect upon past due payments
 - 3) All applicable taxes are included in Xtreme's submission
 - 4) Xtreme shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others
 - 5) Equipment and materials supplied by Xtreme are warranted only to the extent that the same are warranted by the manufacturer
 - 6) Xtreme shall not be liable for direct or indirect loss, damage or delay resulting from labor disputes, accidents, delays, acts of God or any other even outside of Xtreme's control.
 - 7) Unless specifically included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
 - 8) If a subsequent formal contract is required by the Customer, the terms and conditions of this signed Proposal shall control over the terms of the subsequent contract unless the terms of this Proposal are specifically referenced as modified or removed in the subsequent contract and the subsequent contract is agreed to in writing by Xtreme
 - 9) The individual signing this Proposal on behalf of the Customer represents and warrants that he or she has the authority to bind the entity indicated below to the terms of this Proposal and binds the entity to the terms of this Proposal
 - 10) Work to commence only after receipt of initial payment and Customer's written acceptance on the terms of this Proposal
 - 11) Construction Dumpster to be provided by the Owner or GC

12) MECHANIC LIEN NOITCE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:



PROPOSAL AND CONTRACT

Estimator: Brandon Stender

Email: brandon@xtremeelectricalservices.com

Phone: 612.599.6597

- a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIAL FOR THE IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS
- b) UNDER THE MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE TO THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENTS UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE
- 13) Without invalidating this Proposal Customer may in writing order changes in the work covered by this proposal. A change in the work covered by this proposal must be signed by Customer and Xtreme and must include the work to be done, the change in price, and the adjustment in the anticipated completion date. A Change Order shall be executed before proceeding with the change in the work
- 14) Any and all work above and beyond Xtreme's Proposal required by Authority Having Jurisdiction (AHJ) is subject to additional costs incurred.
- 15) Any and all work above and beyond Xtreme's Proposal required by Authority Having Jurisdiction (AHJ) is subject to additional costs incurred.
- 16) No electric utility costs or charges for temporary power are included. Xtreme is not responsible for any generator costs if the electric utility cannot provide temporary or permanent services in a timely matter.
- 17) Xtreme shall have no obligation to perform any Work relating to Hazardous Substances. If, during performance of Work, Xtreme encounters any material which it believes to be a Hazardous Substance, Xtreme shall notify customer and immediately cease all portions of the work which may disturb or threaten to disturb such Hazardous Substances, or which could endanger Xtreme's employees or subcontractors, and that total or partial suspension of the Work shall be deemed acceptable to the Customer. Customer shall be solely responsible for the testing, investigation, abatement, removal, encapsulation or other treatment of any Hazardous Substances and compliance with all applicable federal, state, and local laws relating to any existing or suspected presence at the Project of a Hazardous Substance. The Work in the affected area shall not be resumed except by written agreement of Xtreme and Customer.
- 18) Customer waives any and all claims for consequential arising out of this Proposal or Xtreme's work on the Project.
- 19) Xtreme has the option to require that any claims arising out of this Proposal be resolved by a proceeding conducted in accordance with the Construction Industry Rules of the American Arbitration Association; provided, however, that only one arbitrator shall hear any claims for less than \$50,000. If arbitration is chosen by Xtreme the award rendered by the arbitrator shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction.
- 20) All work to be done during normal business hours of 6am to 4pm unless otherwise noted, no OT Labor hours included unless noted.
- 21) All bids are bid to any local jurisdictional codes and to the most current NED (National Electrical Code) code standards. Anything additional or a higher standard will be an additional charge.
- 22) This Proposal by Xtreme remains a valid offer to Customer for 14 days following the issuance of the Proposal unless rescinded by Xtreme prior to acceptance by the Customer or the expiration of the 14-day period.

Thank you for the opportunity to provide you with a Proposal and Contract for the above scope of work. If you have any questions or comments, please call me at 612.599.6597 or email me at brandon@xtremeelectricalservices.com

Brandon Stender
Xtreme Electrical Services, Inc.

Please remit to:
Xtreme Electrical Services Inc.
311 West Railroad Street
Norwood Young America, MN 55368
Phone: 952.466.5777
Email: brandon@xtremeelectricalservices.com

Please sign (Show Approval)

Date

Please Print Name Above



DATE: July 24, 2023

TO: Honorable Mayor Lagergren and Members of the City Council

FROM: Andrea Aukrust, City Administrator

RE: Old Town Service

Please see the attached quotes for Old Town Service. Two quotes were received.

- Provide & install two (2) 150 amp disconnects for field lights
- Provide & install new meter socket for CT cabinet (existing CT cabinet to remain)
- Provide & install two (2) 200 amp panels
- Demo
- Permit

Extreme Electrical Services, Inc.

\$ 9,860.00 Old Town Service

Advanced Electrical Services, Inc.

\$11,390.00 Old Town Service

Recommendation:

Motion to approve the quote from Xtreme Electrical Services, Inc. in the amount of \$9,860.00 for Old Town service.

Norwood Young America



ELECTRICAL SERVICES, INC.

P.O. Box 427

Norwood Young America, MN 55368

Phone: 952-847-0001

CONTRACTOR PROPOSAL AND CONTRACT

DATE: JUNE 23, 2023

PROPOSAL #: 23-10081

We are pleased to submit the following proposal for the Project described below. We propose to furnish materials and labor necessary for completion of the Contract Work, in accordance with all electrical codes and regulations. The Contract Work shall consist of all work necessary or reasonably inferable from the building plans, so as to produce the intended results. **As a result of the COVID-19 Pandemic, the electrical industry is seeing a significant increase in material prices and availability. As a result of this instability, this proposal will only be good for 30 days from date of issue. Beyond 30 days, please check with us to confirm current pricing.**

SUBMITTED TO: Andrea Aukrust @ City of Norwood Young America
ADDRESS: 310 Elm Street W.
CITY, STATE, ZIP: NYA MN 55368
PHONE #: 952-467-1805 CELL #:
EMAIL: Cityadmin@cityofnya.com

PROJECT DESCRIPTION: OLD TOWN SERVICE

DESCRIPTION OF WORK

- ☐ PROVIDE & INSTALL TWO (2) 150 AMP DISCONNECTS FOR FIELD LIGHTS.
- ☐ PROVIDE & INSTALL NEW METER SOCKET FOR CT CABINET (EXISTING CT CABINET TO REMAIN).
- ☐ PROVIDE & INSTALL TWO (2) 200 AMP PANELS.
- ☐ DEMO
- ☐ PERMIT

PROPOSAL TOTAL: \$11,390.00

NOTE: NO XCEL ENERGY FEES INCLUDED

CONTRACT PAYMENT TERMS

CONTRACT AMOUNT: We hereby propose to perform all Contract Work listed for the sum of \$11,390.00+ Options Added.

TERMS OF PAYMENT: 50% Due upon completion of rough in. Balance due 10 days upon completion of Contract Work.

LATE PAYMENT CHARGE: Amounts not paid according to terms will be charged a service charge of 1.5% per month or the maximum legal rate allowable, whichever is higher, until paid full. The Contractor shall also be entitled to recover all reasonable costs, charges, expenses, and attorney fees expended or incurred therein.

PAYMENT DELAY: If for any reason the Contractor does not receive payment from the Owner within seven (7) calendar days after the time payment is due, the Contractor upon giving seven (7) calendar days written notice to the owner, in addition to any other legal remedies, may stop its Contract Work until payment of the full amount owing to the Contractor has been received.

PRE-LIEN NOTICE:

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

ACCEPTANCE OF PROPOSAL

All terms and conditions are hereby agreed to by the parties listed below. Original signature required on each copy.

OWNER: _____ **DATE:** _____

ADVANCED ELECTRICAL SERVICES, INC.: _____ **DATE:** _____



PROPOSAL AND CONTRACT

Estimator: Brandon Stender

Email: brandon@xtremeelectricalservices.com

Phone: 612.599.6597

311 West Railroad Street
Norwood Young America, MN 55368
Ph: 952.466.5777

4.11.23

Customer & Project Details

Customer: City of Norwood Young America
Attn: Andrea Aukrust
Phone: 952.467.1805
Email: cityadmin@cityofnya.com
Address: 310 Elm St West
Norwood Young America, MN 55368

Project Name: Willkommen Park
Project Description: Old Town Service & Pavilion Service Separation
Project Address: 13 SE 1st Ave
Norwood Young America, MN

Scope of Work

Pavilion Service Separation

Permit

Demo

Add 400 amp meter socket on Pavilion

Direct bore feeders from transformer to new meter socket location

Install feeders from new meter socket to existing panels

Pavilion Separation Total - \$14,935.00

Old Town Service

Permit

Demo

Furnish & install new meter socket

Furnish & install low voltage meter socket

Furnish & install (2) 200 amp 40 space loadcenters

Furnish & install (2) 150 amp breaker style disconnects for field lighting

Old Town Service Total - \$9,860.00



PROPOSAL AND CONTRACT

Estimator: Brandon Stender

Email: brandon@xtremeelectricalservices.com

Phone: 612.599.6597

- a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIAL FOR THE IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS
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- 15) Any and all work above and beyond Xtreme's Proposal required by Authority Having Jurisdiction (AHJ) is subject to additional costs incurred.
- 16) No electric utility costs or charges for temporary power are included. Xtreme is not responsible for any generator costs if the electric utility cannot provide temporary or permanent services in a timely matter.
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- 22) This Proposal by Xtreme remains a valid offer to Customer for 14 days following the issuance of the Proposal unless rescinded by Xtreme prior to acceptance by the Customer or the expiration of the 14-day period.

Thank you for the opportunity to provide you with a Proposal and Contract for the above scope of work. If you have any questions or comments, please call me at 612.599.6597 or email me at brandon@xtremeelectricalservices.com

Brandon Stender
Xtreme Electrical Services, Inc.

Please remit to:
Xtreme Electrical Services Inc.
311 West Railroad Street
Norwood Young America, MN 55368
Phone: 952.466.5777
Email: brandon@xtremeelectricalservices.com

Please sign (Show Approval)

Date

Please Print Name Above



TO: Honorable Mayor Lagergren and City Council Members

FROM: Karen Hallquist, Community & Economic Development Director

DATE: July 24, 2023

RE: New Old Town Project – Donation Recognition

The Young America Cardinals and Stiftungsfest, Inc. are proposing the following donation categories in fundraising efforts for the New Old Town Project.

\$25,000 – Erbe (Heritage)
\$10,000 – Feier (Celebration)
\$5,000 – Dörflich (Village)
\$2,500 – Gemeinschaft (Community)
\$1,000 – Partnerschaft (Partnership)
\$500 - Zusammen (Together)
All donations are welcomed!

All categories of donations above \$500 will be recognized on a plaque on the west wall of the beer garden area and presented with a commemorative beer stein. The plaque would be similar in nature to the attached example that was used at the new Waconia ballfield. The background picture would be of the New Old Town. The group's both feel that knowing what the acknowledgement of recognition will be prior to soliciting for funds will be beneficial.

The group's fundraising timeline is as follows:

- Set up a booth with information/brochure/easel set up at Stiftungsfest.
- Include the brochure/donation/pledge information in the September city newsletter.
- Attend the local civic organization meetings in October to ask for donations.

Recommended Motion

Motion to approve the proposed acknowledgement of recognition plaque and placement for donations received on behalf of the New Old Town Project.

Supporting the “New” Old Town

Old Town is not only a public facility that is used for community events, but also iconic to Willkommen Memorial Park, Home of the Young America Cardinals, and of course, Norwood Young America's annual Stiftungsfest celebration!



The “New” Old Town project is supported by the Young America Cardinals baseball team and the Stiftungsfest Committee. Both entities are proud of the “Gemeinschaft” or “Community” that the Old Town buildings represent for their respective purposes and for the City of Norwood Young America as a whole.

The Young America Cardinals and Stiftungsfest Committee are asking organizations, businesses, citizens of Norwood Young America and surrounding areas, baseball go-ers, and visitors of Stiftungsfest to donate to the “New” Old Town project. These efforts will keep the project moving forward and maintain the pride of all those individuals who have great memories of their visit to Old Town.



Donations to “New” Old Town

Make your donation to support the “New” Old Town.

All categories of donations above \$500 will be recognized on a plaque at the “New” Old Town and presented with a commemorative beer stein!

- \$25,000 — Erbe (Heritage)**
- \$10,000 — Feier (Celebration)**
- \$5,000 — Dörflich (Village)**
- \$2,500 — Gemeinschaft (Community)**
- \$1,000 — Partnerschaft (Partnership)**
- \$500 - Zusammen (Together)**
- All donations are welcomed!**

Checks are to be mailed to:

“New” Old Town Project

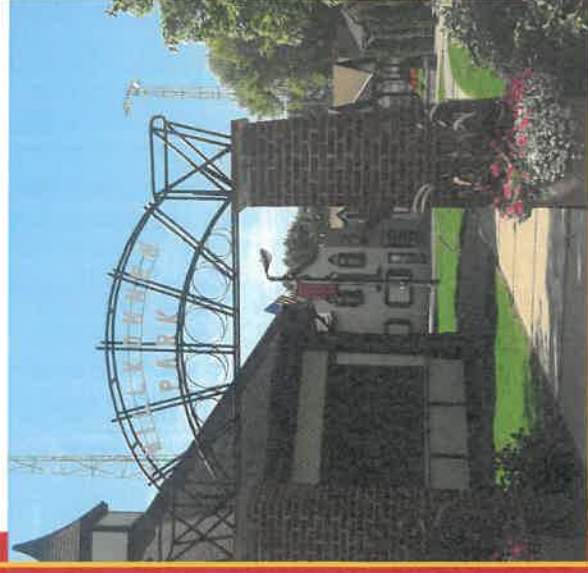
PO Box 59, Norwood Young America, MN 55368

All major credit cards are accepted with a 5% service charge.

Any questions? Please call:

**Brandon Stender (YA Cardinals) at 612-599-6597 or
John Trocke (Stiftungsfest, Inc.) at 952-412-3018.**

The “New” Old Town Project



The “New” Old Town



The History of Old Town

Old Town was constructed in 1990-1991 by a group of community members who wanted to beautify Willkommen Memorial Park by building a structure to resemble historic buildings from the now former Young America, MN. At the time, the YA Cardinals donated \$5,000, the Fire Department donated \$10,000, and a private donation of \$20,000 got the project started. More donations came in as construction happened. At the time of construction, no formal structural engineering services were used; however, the building committee used their trades, talents, and love for the project to complete it. Old Town has brought fame to Willkommen Memorial Park and the community of Norwood Young America.



Old Town Today

Approximately ten years ago, the NYA Parks & Recreation Commission and City Council started conversations concerning the structural integrity of the building. After countless meetings with contractors, engineers, and building officials, it was determined that Old Town is too compromised in its current conditions of drainage issues, rain damage, and walls decomposing. Old Town was determined to need a complete reconstruction.

The City of NYA and representatives from the Young America Cardinals and Stiftungsfest have worked with a local architect and structural engineer for the “New” Old Town. This new building project will keep the integrity of the present historical design while updating needed health and safety concerns. The intentions are to continue to honor the dedication of the original community member’s Old Town project.



Facts of Old Town:

- Serves as the “home field” for the Young America Cardinals from April – July annually for home baseball games and fundraising events.
- Consumed by Stiftungsfest one week in August annually for multiple concession stands and baseball games along with using the iconic image of the structure for marketing purposes. Everyone knows Old Town!
- Used by local service organizations (NYA Lions, West Carver Lions, Boy Scouts, Chamber of Commerce) for drive through and park events throughout the year.
- Used for Central JV/middle school baseball games March – May annually.



Facts of “New” Old Town Project:

- The New Old Town Project is a complete reconstruction with the hopes of expanding on the existing footings.
- The City of NYA has budgeted monies of \$510,000 over the course of the years toward the project. Approximately \$65,000 of the total has been spent on professional architectural and structural engineering services to guide the City Council on building safety and health improvements.
- A second construction bidding process deemed the project at an \$813,000 total completion cost. Pricing considers the current high construction rates. Local contractors will be used for the project.



The "New" Old Town Project Pledge Form

Stiftungsfest, Inc. & Young America Cardinals support the
"New" Old Town Project, c/o City of Norwood Young America, PO Box 59, NYA MN 55368

CONTRIBUTOR INFORMATION (Your personal information is kept confidential)

Name _____ Date _____

Street Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

Name/s to be listed on Contributor plaque _____

DONATIONS

A One-Time Donation, in the Amount of:

\$25,000 \$10,000 \$5,000 \$2,500 \$1,000 \$500 Other \$ _____

A Repeating Donation (up to 5 years), as Follows:

A sum of \$ _____ Every Month Quarter Year, Amounting to a Total of \$ _____

METHOD OF PAYMENT

Check enclosed, Please make checks payable to: "New" Old Town Project, PO Box 59, NYA MN 55368

Please bill by credit card (circle one): Visa Mastercard American Express Discover

Account number: _____ Expiration Date _____

(There is a 5% service charge for all credit card transactions.)

NOTES

- Contributions to the "New" Old Town Project are deemed charitable U.S. Federal Tax ID 41-1846456.
- All categories of donations above \$500 will be recognized on a plaque at the "New" Old Town and presented with a commemorative beer stein!
- Payments/Pledges are requested to be received before 12/31/2023. Those who pledge must have financial obligation fulfilled by 12/31/2028 or name/donation recognition will be removed from plaque.
- There is no minimum contribution amount.
- For any other questions, please contact Brandon Stender (YA Cardinals) at 612-599-6597 or John Trocke (Stiftungsfest, Inc.) at 952-412-3018.

Please forward completed form and payment/pledge to:

"New" Old Town Project, PO Box 59, NYA MN 55368



TO: Mayor Lagergren and City Council

FROM: Karen Hallquist, Community & Economic Development Director

DATE: July 24, 2023

SUBJECT: NYA Façade Improvement Loan Program

The NYA Economic Development Commission is proposing to implement a loan program to businesses with the intent of encouraging façade improvements on their brick-and-mortar buildings.

- Commercial and mixed-use commercial/rental dwellings in the C-2 General Commercial, C-3 Downtown Districts, and RC-1 Residential/Neighborhood Commercial are eligible for the program.
- Matching funds (must be cash) on a minimum 1-to-1 ratio for loans from \$2,000 to \$5,000.
- Loan terms are 0% interest with a repayment timeline of eighteen (18) months.
- Eligible uses must be used for improvements to the front façade exterior of a building (guidelines list eligible uses).
- Project cannot commence prior to approval of the design review, matching loan funds or issuance of a building permit.

The city attorney will work with staff to complete a promissory note for repayment. Should the borrower default on the loan, the remaining amount will be assessed to the property owner's taxes.

The NYA EDC has budgeted \$20,000 for the 2023 year. The Commission is recommending the program start taking applications September 1, 2023.

Recommended Motion

Motion to approve the NYA Façade Improvement Loan Program with applications starting September 1, 2023.

Norwood Young America

Purpose

The purpose of the NYA Façade Improvement Loan Program is to offer a no-interest loan opportunity to NYA businesses for building improvements. The purpose of this program is to provide financial assistance to property and business owners to stimulate investment in the NYA business districts. The goal of this program is to provide an incentive to businesses and property owners to enhance the aesthetics of their buildings in hopes of strengthening the vitality of all NYA business districts, which will have a lasting impact on the entire NYA business community.

Program Eligibility

The intent of the NYA Façade Improvement Loan Program is to focus on those buildings and properties that need improvement due to age, a desire to improve the overall impression of the property and increase the value of buildings. Commercial structures and mixed-use commercial/rental dwellings in the C-2 General Commercial, C-3 Downtown District, and RC-1 Residential/Neighborhood Commercial are eligible for the Program.

All improvements must result in building improvements that add to the goals above. Due to the limited amount of funds, all applications are subject to a competitive selection process which will be based on project goals, impact, and readiness of the project. All applications and plans are subject to the review and approval of the City. Submitting the application and improvement plan does not guarantee approval.

Required Match

All applicants must provide matching funds on a minimum 1-to-1 ratio for loans from \$2,000 to \$5,000. Matching funds must be in cash. "Sweat equity" labor provided by the applicant, owner, or other non-skilled laborer is not considered matching funds.

Eligible Applicants

- The applicant must be the property owner or a tenant with written permission from the property owner to make improvements to commercial or retail buildings.
- There must be no delinquent bills, charges, or taxes due to the City.
- Projects must be located in the designated zoning area of eligibility.
- All projects must result in permanent building improvements.
- Property must have a conforming use or legal non-conforming use.
- Property owners or tenants are only allowed one matching loan per calendar year. If loan funds remain after the first year, additional loans may be applied for on a case-by-case basis.
- All improvements must follow the principles and guidelines of the Norwood Young America Downtown Redevelopment Plan, City Code, and NYA Façade Improvement Loan Plan.

Eligible Uses

Matching loan dollars may be used for improvements to the front façade exterior of buildings including:

- Exterior painting
- Surface treatment (i.e. siding, brick, stucco replacement/repair)
- Masonry repairs and tuckpointing
- Exterior steps/entrances
- Decorative awnings or canopy installation
- Window and/or door replacements or entrance modifications
- Installation or repair of exterior signage
- Publicly visible & use landscaping
- Parking area improvements

Project Commencement

Projects utilizing the matching loan program may not begin prior to approval of the Design review, approval of the matching loan or issuance of a building permit.

Project Completion

Work must be completed in full within six months of the loan approval.

Loan Terms

The NYA Façade Improvement Program provides a one-time loan for eligible expenses. Loans range from \$2,000 to \$5,000 with a 1-to-1 match, 0% interest, and a repayment timeline of eighteen (18) months from date of loan. Applicants shall submit the contractor's invoice(s) for the related improvements to the City. All work proposed as part of the project shall be completed prior to a request for loan funds. It is recommended (not required) to the borrower to ask for a lien waiver from the contractor upon payment in full. Loan will be disbursed to the borrower upon submitting a paid in full invoice from the contractor. **Under no circumstances will the contractor be directly paid for work done, nor will work completed prior to approval of the application be allowed to qualify for funds.**

Security

Upon completion of the project, the borrower is to execute a loan agreement and promissory note. Sample agreement and note are attached.

Repayment

Loan will be paid on a monthly basis in eighteen (18) equal monthly installments beginning on the 1st day of the month after loan consummates. Default of payment will result in the balance assessed to the property taxes.

Conflict of Interest

Agreement governed by laws of Minnesota. In the event any provision or clause of this agreement shall conflict with applicable law, such conflict shall not affect the other provisions of this agreement.

For More Information

Public data may be disclosed to any person or entity in accordance with MN Government Data Practices Act and Rules.