



## CITY COUNCIL AGENDA

July 8, 2024

6:00 p.m.

EDA and City Council Meeting

City Council Chambers

310 Elm Street W.

Norwood Young America, MN 55368

### EDA

#### 1. CALL A MEETING OF THE EDA TO ORDER

##### 1.1. Pledge of Allegiance

1.2. Approve Agenda

1.3. Approve the minutes of June 24, 2024

1.4. EDA Resolution 2024-01 Norwood Young America Norwood Flats Pre-Development Agreement

—Nick Anhut, Ehlers

1.5. Adjournment

#### 2. CALL A MEETING OF THE CITY COUNCIL TO ORDER

#### 3. APPROVE AGENDA

#### 4. 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.)

#### 5. 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.)

5.1 Approve minutes of June 24, 2024, City Council Workshop

5.2 Approve minutes of June 24, 2024, City Council Meeting

5.3 Approve Payment of Claims

#### 6. PUBLIC HEARING

6.1 No public hearing

#### 7. OLD BUSINESS

#### 8. NEW BUSINESS

8.1 Resolution 2024-31 A Resolution to Appoint Election Judges—Mitchell Thiesfeld, Clerk/Finance Director

8.2 Resolution 2024-32 Norwood Young America Norwood Flats Pre-Development Agreement—

Nick Anhut, Ehlers

#### 8. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

9. **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.

10. **ADJOURNMENT**

**UPCOMING 2024 MEETINGS / EVENTS**

July 10 <sup>th</sup>	EDC Meeting	6:00 PM
July 10 <sup>th</sup>	NYA Food Distribution	12:30-1:30 PM
July 16 <sup>th</sup>	Park and Rec Commission Meeting	5:30 PM
July 18 <sup>th</sup>	Sr. Advisory	9:00 AM
July 22 <sup>nd</sup>	Workshop/EDA/City Council Meeting	5:00 PM/6:00 PM
August 6 <sup>th</sup>	Planning Commission Meeting	6:00 PM
August 6 <sup>th</sup>	National Night Out	6:00-7:30 PM Legion Park/Pool Park
August 9 <sup>th</sup>	West Carver Community Pool	Last day of the 2024 season
August 12 <sup>th</sup>	City Council Meeting	6:00 PM
August 13 <sup>th</sup>	Primary Elections	7:00 AM – 8:00 PM (City Hall-Council Chambers)
August 14 <sup>th</sup>	NYA Food Distribution	12:30-1:30 PM
August 14 <sup>th</sup>	EDC Meeting	6:00 PM
August 15 <sup>th</sup>	Sr. Advisory	9:00 AM
August 20 <sup>th</sup>	Park and Rec Commission Meeting	5:30 PM
August 22 <sup>nd</sup> -25 <sup>th</sup>	Stiftungsfest	Willkommen Park (See schedule for times)
August 26 <sup>th</sup>	Workshop/EDA/City Council Meeting	5:00 PM/6:00 PM



## ECONOMIC DEVELOPMENT AUTHORITY MINUTES

June 24, 2024

City Council Chambers

310 Elm Street West

Norwood Young America MN 55368

### **Attendance:**

ATTENDEES: Carol Lagergren, Mike McPadden, Charlie Storms, Brooke Allen, Craig Heher

ABSENT: None

STAFF: Andrea Aukrust, City Administrator; Karen Hallquist, Community and Economic Development Director; Mitchell Thiesfeld, Clerk/Finance Director

OTHERS: Josh Eckstein, Bolton & Menk, Inc; Nick Anhut, Ehlers & Associates

### **2. Call EDA Meeting to Order**

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

#### **2.1 Pledge of Allegiance**

The Pledge of Allegiance was said by all present

#### **2.2 Approve Agenda**

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

#### **2.3 Approve minutes of May 28, 2024, meeting.**

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

#### **2.3 Adjournment**

*Motion: CH/CS Motion to adjourn at 6:01 p.m. Motion passed 5-0.*

Respectfully submitted,

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Carol Lagergren, Mayor

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Mitchell Thiesfeld, Clerk/Finance Director



TO: President Lagergren and City Council Members, serving as the Norwood Young America Economic Development Authority

FROM: Karen Hallquist, Community & Economic Development Director

DATE: July 8, 2024

SUBJECT: Resolution 2024-01: Approving a Predevelopment Agreement - Norwood Flats at 123 Reform Street N/Community Asset Development Group

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Nick Anhut, Senior Municipal Advisor with Ehlers, will present the terms for a Pre-Development Agreement with Community Asset Development Group for the proposed Norwood Flats housing development at 123 Reform Street N (PIDs 58.0500700 and 58.0144550).

The NYA City Council will have the final approval at the subsequent meeting.

**Recommended Motion**

**Motion to approve Resolution 2024-01 Approving a Predevelopment Agreement with Community Asset Development Group for the proposed Norwood Flats housing development at 123 Reform Street N (PIDs 58.0500700 and 58.0144550).**

NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY  
COUNTY OF CARVER  
STATE OF MINNESOTA

RESOLUTION # 2024-01

**RESOLUTION APPROVING A PRELIMINARY  
DEVELOPMENT AGREEMENT**

WHEREAS, the Norwood Young America Economic Development Authority (the “EDA”) has received a proposal from Community Asset Development Corporation, a Minnesota corporation, or an entity affiliated therewith or related thereto (the “Developer”), for a multifamily housing development to be located on the certain real property owned by the EDA (the “Property”) and described in the Preliminary Development Agreement (as hereinafter defined) (the “Development”); and

WHEREAS, the EDA has caused to be prepared a Preliminary Development Agreement by and between the EDA, the City of Norwood Young America (the “City”) and the Developer (the “Preliminary Development Agreement”) setting forth the tasks the Developer will undertake in determining whether to proceed with the Development and the tasks the EDA will undertake in considering a definitive agreement pursuant to which it would sell the Property and potentially provide financial assistance for the Development.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Norwood Young America Economic Development Authority (the “Board”), as follows:

Section 1. EDA Approval; Further Proceedings.

1.01. The EDA hereby approves the Preliminary Development Agreement substantially in accordance with the terms set forth in the form presented to the Board, together with any related documents necessary in connection therewith (collectively, the “Preliminary Development Documents”), and hereby authorizes the President and Executive Director to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Preliminary Development Documents on behalf of the EDA, and to carry out, on behalf of the EDA, the EDA’s obligations thereunder.

1.02. The approval hereby given to the Preliminary Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the EDA and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the EDA. The execution of any instrument by the appropriate officers of the EDA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or

authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of the City Attorney, may act in their behalf.

1.03. Upon execution and delivery of the Preliminary Development Documents, the officers and employees of the EDA are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the EDA to implement the Preliminary Development Documents.

Adopted this \_\_ day of July, 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Executive Director

Attachment

PRELIMINARY DEVELOPMENT AGREEMENT

THIS PRELIMINARY DEVELOPMENT AGREEMENT (this “Agreement”), dated as of July \_\_, 2024, by and between the NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of the State of Minnesota (the “Authority”), the CITY OF NORWOOD YOUNG AMERICA, MINNESOTA, a Minnesota municipal corporation (the “City”) and COMMUNITY ASSET DEVELOPMENT GROUP, a Minnesota corporation (the “Developer”);

WITNESSETH:

WHEREAS, the Authority and the City desire to promote development of certain property in the City described in Exhibit A hereto (the “Property”); and

WHEREAS, the Property is made up of two parcels that are currently owned by the Authority; and

WHEREAS, the Authority and the City have determined that it is in the best interests of the Authority and of the City that the Developer be designated as the sole developer of the Property during the term of this Agreement; and

WHEREAS, the Developer desires to acquire the Property for purposes of constructing an approximately three-story building consisting of 40-units of multifamily rental housing with at least 20 enclosed parking stalls (the “Development”); and

WHEREAS, the Authority and the Developer are willing and desirous to undertake the Development if (i) a satisfactory agreement can be reached regarding the any City financial assistance necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources, for the Development can be secured by Developer; (iii) the parties reach a satisfactory resolution of zoning, land use, public infrastructure, and site design issues; and (iv) the economic feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties; and

WHEREAS, the parties wish to enter into this Agreement setting forth their respective responsibilities in connection with the Property.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the Authority, the City and the Developer hereby agree as follows:

Section 1. Intention of the Parties. During the term of this Agreement, the Authority and the City agree to designate the Developer as the sole developer of the Property and to negotiate solely with the Developer relative to the acquisition and development of the Property. The City, the Authority and the Developer agree that this Agreement is intended to be preliminary in nature. Before the City, the Authority and the Developer can decide on whether to proceed with the implementation of the Developer's proposal for the Property, it will be necessary to assemble and consider information relative to the design, economics and other aspects of the proposed Development. The purpose of



this Agreement is to allow the Developer an exclusive opportunity to assemble such necessary information, to refine the development proposal, and to negotiate with the City and the Authority concerning the execution of a definitive Purchase Agreement and TIF Assistance Agreement (together, the "Contracts") by October 1, 2024 which, if executed, will set forth the rights and responsibilities of the City, the Authority and the Developer with respect to the Development.

Section 2. Present Intent of Parties.

(a) It is the intention of the parties that this Agreement memorialize their present understandings and commitments, and if the following conditions can be fulfilled to the satisfaction of the City, the Authority and the Developer, the parties may proceed to use their best efforts to negotiate mutually satisfactory Contracts:

(i) The Developer demonstrates the market-feasibility of the Development;

(ii) The Developer demonstrates that sources of financing for the Development are available to the Developer, and if Developer requests business subsidy assistance or financial incentives from the City or the Authority, such assistance or incentives are necessary to make Developer's development proposal financially feasible based on Developer's pro forma and review of all the facts and circumstances and Developer provides security adequate to reasonably justify any such City or Authority investment in the Development;

(iii) Resolution of any land use and site design issues with respect to the Development;

(iv) The Contracts are approved by the Board of Commissioners of the Authority and the City Council and such entities find that the Development and any financial assistance provided to the Development are in the best interests of the City; and

(v) Satisfaction of such other reasonable and customary conditions as are determined to be appropriate by either party.

(b) Although not conclusive or binding on either party, the parties anticipate that the Contracts will include the following terms:

(i) The Authority will convey title to and possession of the Property to the City, and the City will simultaneously convey title to and possession of the Property to the Developer for a purchase price of \$1.00, and subject to satisfaction of contingencies specified in the Contracts and the provision of the such security as required by the City to provide a write down of the fair market value of the Property to the Developer.

(ii) The Developer will construct the Development on the Property, in accordance with the Contracts. The Contracts will require that the Developer close on the acquisition of the Property by December 31, 2024, commence construction of the Development by June 30, 2025, and complete construction of the Development by December 31, 2026. For the purpose hereof, "Commence" shall mean beginning of physical improvement to the Property,

including grading, excavation, or other physical site preparation work; and “Completed” shall mean that the Minimum Improvements are sufficiently complete for the issuance of a Certificate of Occupancy;

(iii) The Authority shall convey the Property to the City prior to the conveyance to the Developer;

(iv) The City shall convey the Property to the Developer on an “as is” basis; and

(v) The Contracts (together with any other agreements entered into between the parties hereto or contemporaneously therewith) when executed will supersede all obligations of the parties hereunder.

Section 3. Developer’s Undertakings. During the term of this Agreement, the Developer shall:

(a) Submit concept plans to the City for its review and consideration by August 15, 2024;

(b) Submit final site plans for City consideration by November 1, 2024;

(c) Submit a design proposal showing location, size, nature of the proposed development including floor layouts, renderings, elevations and other graphic or written explanations of the Development;

(d) Provide demonstration of the Development’s financial feasibility including the project’s cost estimate, financing assumptions, any requested public financial assistance, schedule of development and construction, forecasted revenue and expense pro forma, any supporting market study or economic analysis, and written commitment(s) from the provider of any private financing;

(e) Proceed with appropriate land use and zoning applications, including any conditional use or other administrative proceedings necessary for the Development;

(f) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, financing commitments and such other economic information as the Developer may desire to further confirm the economic feasibility and soundness of the Development;

(g) Submit to the City the Developer’s financing plan showing that the Development is financially feasible, and, to the extent Developer seeks public financial assistance in any form (including waiver of fees and cash contributions), evidence that such assistance is reasonably necessary to make the Development financially feasible. In addition, the Developer will cooperate with the City’s review and analysis of potential financial assistance for the Development and will provide to the City all documents and information reasonably requested by the City in connection with that effort;

(h) Submit to the City pro forma operating and financial data and projections for the Development evidencing the Developer’s ability to undertake the Development;

(g) Cooperate with the City in meeting the requirements of any participating governmental entity with respect to the proposed public assistance, including providing to the City such additional information as the City and its fiscal and development consultants may require to allow the City and its financial consultant to undertake a “but for” analysis for purposes of the Minnesota tax increment financing laws; and

(h) Negotiate the Contracts in accordance with, and subject to, the terms hereof.

The costs of all undertakings by the Developer under this Section 3 shall be borne solely by the Developer. If the Developer does not meet the target dates set forth above, the City, in its sole discretion, may cancel the agreement or extend the dates by mutual agreement with the Developer

Section 4. City’s and Authority’s Undertakings. During the term of this Agreement, the City and/or the Authority shall undertake the following:

(a) Establish final terms for the sale of the Property upon obtaining a third-party appraisal and a Phase I environmental study;

(b) Review of design proposal and financial feasibility information;

(c) Proceed with appropriate approval processes in response to the Developer’s land use and zoning applications;

(d) Develop a financial plan with regard to the anticipated public costs and financial participation in the Development with the assistance of the City’s municipal advisor. The parties understand that City assistance will likely be necessary for the project’s feasibility and the extent of assistance, if any, will be determined as part of the preparation of the Contracts;

(e) Commence the process necessary to undertake such public assistance determined necessary by the City, including actions necessary to convey the Property for development, authorize and submit grant applications, and/or create a tax increment financing district that includes the Property;

(f) The City agrees to direct its staff and legal and financial consultants to review and analyze the Development’s pro forma and financial information provided by the Developer and help determine the terms of tax increment or other financial assistance required for the Development, consistent (to the extent determined warranted and appropriate), the cost of which analysis incurred by the City shall be paid by Developer pursuant to paragraph 6 hereof; and

(g) Negotiate the Contracts in accordance with, and subject to, the terms hereof.

Section 5. Right of Entry. In connection with this Agreement, Authority hereby grants to the Developer, its agents, employees, officers, and contractors (the “Authorized Parties”) a right of entry on the Property for the purpose of performing all due diligence work and inspections deemed necessary by the Developer to fulfill its obligations under this Agreement (the “Permitted Activities”). The Authorized Parties shall have access to the Property five (5) days a week between the hours of 7:00 a.m. and 7:00 p.m. to perform the Permitted Activities. Developer hereby agrees to be

responsible for any and all costs related to the Permitted Activities conducted on Property, and to restore the Property to its original condition upon completion of the Permitted Activities. Developer agrees to indemnify, save harmless, and defend the Authority, the City and their officers and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to the Property arising from or out of any occurrence in, upon or at the Property to the extent caused by the act or omission of the Authorized Parties in conducting the Permitted Activities on the Property, except (a) to the extent caused by the willful misrepresentation or any willful or wanton misconduct by the Authority, the City, their officers, employees, agents or contractors; and (b) to the extent caused by a "Pre-Existing Condition" as defined in this Section 5. "Pre-Existing Condition" shall mean any geologic or soil condition, any defect in the condition of improvements located on the Property, or any condition caused by the existence of hazardous substances or materials in, on, or under Property, including without limitation hazardous substances released or discharged into the drainage systems, soils, groundwater, waters or atmosphere, which condition existed as of the date of this Agreement and became known or was otherwise disclosed or discovered by reason of the Authorized Parties' entry onto the Property. Further, Developer shall not permit any mechanics', materialmen's or other liens to stand against the Property or any part thereof for work or materials furnished to Developer in connection with the right of entry granted pursuant to this Agreement and Developer shall indemnify, defend and hold harmless the Authority and City from and against the same.

Section 6. Deposit. Upon the execution of this Agreement, Developer shall deposit with the City an administrative deposit of \$15,000 for the City's and the Authority's costs described herein (the "Administrative Deposit"). The Developer will reimburse the Authority and the City for all out-of-pocket costs incurred by the Authority and the City in connection with review and analysis of the Development if such costs exceed the amount of the Administrative Deposit. Such costs include fees paid to attorneys, the City's financial advisor, and any planning and engineering consultants retained by the City or the Authority in connection with review of the Development. The Developer must pay such costs to the City within 10 business days after receipt of a written invoice from the City describing the amount and nature of the costs to be reimbursed, together with supporting documentation therefor. If this Agreement is terminated or expires prior to approval and execution of definitive Contracts, any remaining funds in the Administrative Deposit shall be returned to Developer. In addition, Developer shall be responsible for payment of all applicable City permit or other fees necessary for the Development. Notwithstanding the foregoing, the City shall be responsible for obtaining an appraisal and a Phase I environmental study for the Property.

Section 7. Termination. This Agreement shall be effective from the date of this Agreement and continue for 120 days subject to earlier termination in accordance with this Section. This Agreement may be terminated by either party at any time upon 10 day's written notice to the other party (a) if in the respective sole discretion of the City or Developer, an impasse has been reached in the negotiation or implementation of any material term or the completion or execution of any material condition of this Agreement or the Contracts, and the parties have been unable to resolve such impasse through good-faith negotiations within 30 days after the party determining the impasse has notified the other party in writing of such determination; or (b) by mutual written agreement of the parties hereto. Upon such termination, no party shall have any further obligations to the others under this Agreement, except that Developer remains obligated to pay any costs payable under paragraph 6 that were incurred by the City pursuant to this Agreement before the effective date of termination. The Developer

acknowledges that all Development Deposit amounts are nonrefundable if this Agreement is terminated pursuant to this paragraph.

Section 8. Notification. In expansion and not in limitation of paragraph 7 hereof, the Developer agrees to notify the City and the Authority and to terminate this Agreement as soon as reasonably practicable if the Developer determines that the proposed Development is not marketable and economically feasible and/or Developer is unable to secure the financing necessary for the Development, or if the Developer for any reason is unable to bring the Development to fruition.

Section 9. Exclusive Development Rights. During the term of this Agreement, the City and the Authority each agree that it will not negotiate or contract with any other party concerning the sale or development of the Property. The Developer shall not assign or transfer its rights under this Agreement in full or in part, or enter into any subcontracts to perform any of its obligations hereunder, without the prior written consent of the City and the Authority.

Section 10. Notices. Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

- (a) As to the Authority and the City:

310 Elm Street West  
PO Box 59  
Norwood Young America, Minnesota 55368S

- (b) As to the Developer:

Community Asset Development Group

\_\_\_\_\_

\_\_\_\_\_

Section 11. Effect of Approvals. No approval given by the City and the Authority hereunder or in connection herewith shall be deemed to constitute an approval of the Development for any purpose other than as stated herein and the process outlined in this Agreement shall not be deemed to supersede any concept review, conditional use permit, vacation, subdivision, rezoning or other zoning or planning approval process of the City or the Authority relative to the development of real estate.

Section 12. Modifications. This Agreement may be modified and the term hereof may be extended only through written amendments hereto signed by all parties to this Agreement.

Section 13. Indemnification. The Developer agrees to indemnify, defend and hold harmless the City and the Authority and their respective officers, employees, agents, members, officials and representatives from and against any claims, demands, suits, costs, expenses (including reasonable attorneys' fees) actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development. Nothing in this Agreement shall be construed as a limitation

of or waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

Section 14. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement.

Section 15. Effective Laws. This Agreement shall be construed in accordance with the laws of Minnesota, and any disputes shall be adjudicated in Carver County district courts.

Section 16. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Authority, the Developer, and the City have caused this Agreement to be duly executed as of the date and year first above written.

NORWOOD YOUNG AMERICA  
ECONOMIC DEVELOPMENT  
AUTHORITY, a public body corporate and  
politic under the laws of the State of Minnesota

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Executive Director

CITY OF NORWOOD YOUNG AMERICA,  
MINNESOTA a Minnesota municipal  
corporation

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator



COMMUNITY ASSET DEVELOPMENT GROUP,  
a Minnesota corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**Property**

The property located in Norwood Young America, Carver County, Minnesota, described as follows:

Parcel Nos. 58.0500700 and 58.0144550





## CITY COUNCIL WORKSHOP MINUTES

June 24, 2024  
City Council Chambers  
310 Elm Street W.  
Norwood Young America, MN 55368

### Attendance:

ATTENDEES: Carol Lagergren, Charlie Storms, Brooke Allen, Mike McPadden, Craig Heher

ABSENT: None

STAFF: Andrea Aukrust (City Administrator), Karen Hallquist (Community and Economic Development Director), Mitchell Thiesfeld (Clerk-Finance Director), Mark Streich (Public Service Director)

OTHERS: Josh Eckstein, Bolton & Menk, Inc.

### 1. CALL WORKSHOP MEETING OF THE CITY COUNCIL TO ORDER

*Mayer Lagergren called the meeting to order at 5:00 pm. All members present.*

#### 1.1. Liquor License Discussion – Mitchell Thiesfeld, Clerk/Finance Director

- Discussed the idea of opening the Pavilion to anyone with an on-sale and catering license for weddings.

#### 1.2. I&I Reduction Program Discussion– Mark Streich, PS Director

- The State is cracking down on bypassing lift stations.
- Josh Eckstein gave some ideas on where to go from here.

#### 1.3. Tree inventory update – Mark Streich, PS Director

- Tree inventory is completed for the most part
- 435 Ash Trees on City property.
- The next step is to apply for grants.

### 2. ADJOURNMENT

*CS/CH motion to adjourn at 5:57 p.m. Motion passed 5-0.*

Respectfully submitted,

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Carol Lagergren, Mayor

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Mitchell Thiesfeld, Clerk-Finance Director



## CITY COUNCIL MINUTES

June 24, 2024 – 6 p.m.

City Council Chambers

310 Elm Street W.

Norwood Young America, MN 55368

### Attendance:

ATTENDEES: Carol Lagergren, Mike McPadden, Charlie Storms, Brooke Allen, Craig Heher

ABSENT: None

STAFF: Andrea Aukrust, City Administrator; Karen Hallquist, Community and Economic Development Director; Mitchell Thiesfeld, Clerk/Finance Director

OTHERS: Nick Anhut, Ehlers & Associates; Josh Eckstein, Bolton & Menk, Inc.

## CITY COUNCIL MEETING

### 3. CALL A MEETING OF THE CITY COUNCIL TO ORDER

*Mayor Lagergren called the meeting to order at 6:01 pm with all council members present.*

3.1. The Pledge of Allegiance was said by all during the EDA meeting.

### 4. APPROVE AGENDA

4.1. One new addition

- 9.4 DDA Human Resources, Inc. 2024 Market Analysis Recommendations - Mitchell Thiesfeld, City Clerk/Finance Director

4.2. Switching the closed session to 9.5 to include the addition before the closed session.

*CH/CS Motion to approve the changes to the agenda. Motion passed 5-0.*

### 5. INTRODUCTIONS, PRESENTATIONS, PROCLAMATIONS, AWARDS, AND PUBLIC COMMENT

5.1. None

### 6. CONSENT AGENDA

6.1. Approve minutes of June 10, 2024, City Council Meeting

6.2. Approve Payment of Claims

6.3. Solicitor's Permit—Mad City Windows

*MM/BA Motion to approve the consent agenda. Motion passed 5-0.*

### 7. PUBLIC HEARING

7.1 No public hearings

### 8. OLD BUSINESS

8.1. None

### 9. NEW BUSINESS

9.1. 2025 Infrastructure Improvements Feasibility Report and Resolution 2024-28 A Resolution Receiving Feasibility Report and Calling Hearing on Improvement—Josh Eckstein, Bolton & Menk, Inc.

- The Public Hearing will commence on Monday, July 22, 2024, at 6:00 pm in the Norwood Young America City Council Chambers.
- The following areas of 4<sup>th</sup> Avenue are included in this proposed project
  - 4<sup>th</sup> Avenue between 7<sup>th</sup> Street and Highway 5
  - Webster Street from 4<sup>th</sup> Avenue to the west end

- Colonial Circle from 4<sup>th</sup> Avenue to the west end
- Hilltop Circle from 4<sup>th</sup> Avenue to the east end
- Webster Street from 4<sup>th</sup> Avenue to Valhalla Drive
- Valhalla Drive from Webster Street to the north end
- Third Avenue from 7<sup>th</sup> Street to Webster Street
- Adams Drive from 4<sup>th</sup> Avenue to 4<sup>th</sup> Street
- 4<sup>th</sup> Street from 4<sup>th</sup> Avenue to Central Avenue
- 5<sup>th</sup> Street from Central Avenue to 5<sup>th</sup> Street Court
- 5<sup>th</sup> Street Court from 5<sup>th</sup> Street to the north end

*CH/CS Motion to approve Resolution 2024-28 Receiving Feasibility Report and Calling for a Hearing on Improvement: 4<sup>th</sup> Avenue. Motion passed 5-0.*

- 9.2. Resolution 2024-29 A Signed Resolution Declaring a Three-Day State of Emergency (June 21-23, 2024)
- 9.3. Resolution 2024-30 A Resolution Declaring a State of Emergency—Administrator Aukrust
- Significant rains have impacted and are expected to affect the City of Norwood Young America further.

*CH/BA Motion to approve Resolution 2024-29 & Resolution 2024-30 Declaring the City of Norwood Young America a State of Emergency for conditions resulting from the following event 2024. Motion passed 5-0.*

- 9.4. DDA Human Resources, Inc. 2024 Market Analysis Recommendations– Mitchell Thiesfeld, Clerk/Finance Director
- The City of Norwood Young America contracts with DDA to conduct yearly ongoing market analysis maintenance to stay equitable and competitive.
  - DDA analyzed that the Community and Economic Development Director position was lagging.
    - This position will move from Grade 9 to Grade 11, Step 6 in 2024.
  - Seasonal and part-time employees have been added to the pay grid to maintain comprehensive and competitive compensation.
  - Due to numerous retirements and the recent removal of the Governor’s Salary cap, it is expected to impact City Administrator salaries.
    - DDA recommended increasing the spread between Grades 14 and 15 on the pay grid by 4.7%.

*CS/CH Motion to approve the recommendations from DDA to reclassify the Community and Economic Development Director position to a 2024 Grade 11, Step 6 retroactively to January 1, 2024, and to approve the recommended 2025 pay grid adjustments for preparing the 2025 Budget. Motion passed 5-0.*

- 9.5. Announcement of Closed Meeting—Mayor Lagergren
- Mayor Lagergren announced the closed session pursuant to MN Statute Section 13D.3 to discuss the development or consider an offer to purchase or sell real property identified as PID Nos. 580500700 and 580144550. Tacoma West Industrial Park 5<sup>th</sup> Addition, PID 580146201, within Outlot B, and the process of conveying city land.

*CS/CH Motion to close the regular meeting at 6:12 pm. Motion passed 5-0.*

*CS/CH Motion to open the closed session at 6:13 pm. Motion passed 5-0.*

*MM/CH Motion to close the closed session at 7:10 pm. Motion passed 5-0.*

*BA/MM Motion to reopen the regular meeting at 6:55 pm. Motion passed 5-0.*

## 10. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

**BA** – Old Town Dedication has been postponed indefinitely.

**MM** – Attended first Senior Advisory meeting, there are a few openings at the Harbor, Peace Villa, and The Haven. Carver County Public Health Department came to talk at the Senior Advisory Meeting. Also talked about how much of a success the Senior Prom was in May.

**CL** – Music in the Park went well when the City of Norwood Young America sponsored it.

## 11. ADDITIONAL INFORMATION

11.1 TWIP2 Groundbreaking—Tuesday, June 25<sup>th</sup> at 2:00 p.m.

- Quite a few representatives and consultants are expected to attend.

## 12. ADJOURNMENT

*BA/CS Motion to adjourn at 7:18 pm. Motion passed 5-0.*

Respectfully submitted,

---

Carol Lagergren, Mayor

---

Mitchell Thiesfeld, Clerk/Finance Director



**more than a place. it's home.**

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

To Be Approved: July 8, 2024

**Payroll EFT**

Check #	508856 - 508860	Council Pay 1	\$	8,100.00
Check #	508862 - 508899	Pay Period 14	\$	54,757.54
Check #				

**Prepays**

Check #  
Check #

**Electronic Payments**

Check #  
Check #  
Check #  
Check #

**Claims Pending Payment**

Check #	35593 - 35637		\$	111,897.37
Check #				
Check #				

**Voided Checks**

Check # 508855 , 508861

Grand Total (excluding voided checks) \$ 174,754.91



NORWOOD YOUNG AMERICA

**\*Check Detail Register©**  
10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 CHECKING</b>					
<b>35593</b>	07/01/24	<b>101 DEVELOPMENT RESOURCES INC</b>			
E 101-42400-312		Building Inspection Fee	\$12,478.27	639	BUILDING OFFICIAL SERVICES 1ST QUARTER 2024
		Total	\$12,478.27		
<b>35594</b>	07/02/24	<b>ALDEN POOL &amp; MUNICIPAL SUPPLY</b>			
E 601-49400-223		Repair/Maintenance Bldg/	\$3,617.00	24-0264	DEHUMIDIFIER MOD. 195 & FILTER
		Total	\$3,617.00		
<b>35595</b>	06/27/24	<b>Aukrust, Andrea</b>			
E 101-41300-331		Travel/Meeting Expense	\$548.95		MN FLYIN AIRFARE: MSP/DC
		Total	\$548.95		
<b>35596</b>	06/27/24	<b>BOUNDTREE MEDICAL</b>			
E 101-42200-210		Operating Supplies	\$203.72	85395845	BVM, SPUR ii, PEDIATRIC W/INFANT MASK, OXYGEN BAG; I-GEL SUPRAGLOTTIC AIRWAY FOR PEDIATRICS & ADULTS
E 101-42200-210		Operating Supplies	\$260.99	85400488	STRYKER CR2 AED PADS
		Total	\$464.71		
<b>35597</b>	06/27/24	<b>BRAUN INTERTEC CORPORATION</b>			
E 101-41320-305		Other Professional Fees	\$2,650.00	B390356	PHASE I ENVIRONMENTAL SITE ASSESSMENT
		Total	\$2,650.00		
<b>35598</b>	07/02/24	<b>BREMER BANK</b>			
G 101-21718		HSA ACCOUNT	\$248.34		HSA JULY - ACCT# 912474026
		Total	\$248.34		
<b>35599</b>	06/27/24	<b>BRYAN ROCK PRODUCTS, INC.</b>			
E 101-43100-224		Street Maint Materials	\$95.61	64791	1" WITH FINES - TICKET# 256843
E 101-43100-224		Street Maint Materials	\$111.52	64791	1" WITH FINES - TICKET# 256864
E 101-43100-224		Street Maint Materials	\$104.31	64791	1" WITH FINES - TICKET# 257751
		Total	\$311.44		
<b>35600</b>	06/27/24	<b>CARQUEST AUTO PARTS</b>			
E 101-43100-223		Repair/Maintenance Bldg/	\$25.04	5927-293315	OIL 5W30 FULL SYN
E 101-43100-212		Motor Fuels	\$6.64	5927-293449	QT. 2 CYCLE OIL
E 101-43100-221		Repair/Maintenance Equip	\$9.09	5927-293568	LUBE
E 101-43100-221		Repair/Maintenance Equip	\$12.77	5927-293697	COB. BITS
E 602-49450-221		Repair/Maintenance Equip	\$31.99	5927-294217	ULTRA BLUE MULTI 13
		Total	\$85.53		
<b>35601</b>	06/27/24	<b>CARVER COUNTY</b>			
E 101-43100-310		Other Professional Servic	\$69.00	INTINV-538	PICTOMETRY NYA COST SHARE YEAR 1 OF 3
E 101-45200-310		Other Professional Servic	\$69.00	INTINV-538	PICTOMETRY NYA COST SHARE YEAR 1 OF 3
E 101-41500-305		Other Professional Fees	\$250.00	SHERI00383	BACKGROUND CHECK LIQUOR LICENSE
		Total	\$388.00		
<b>35602</b>	07/02/24	<b>CITIZENS BANK MN</b>			
G 101-21718		HSA ACCOUNT	\$566.67		HSA JULY - ACCT# 68474611

NORWOOD YOUNG AMERICA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$566.67		
<b>35603</b>	06/27/24	<b>CUSTOMIZED FIRE/RESCUE TRAIN</b>			
E 101-42200-207		Training Instructional	\$1,500.00	2794	NFPA1002 FIRE APPARATUS 40 HOUR
Total			\$1,500.00		
<b>35604</b>	07/02/24	<b>DIVERSIFIED PLUMBING &amp; HEATING</b>			
E 602-49450-221		Repair/Maintenance Equip	\$813.75	39878	LABOR - REMOVED BURNER ASSEMBLY
Total			\$813.75		
<b>35605</b>	07/01/24	<b>ECM PUBLISHERS INC</b>			
E 101-41400-350		Print/Publishing/Postage	\$43.75	1005276	ORDINANCE NO. 374
Total			\$43.75		
<b>35606</b>	07/02/24	<b>FURTHER</b>			
G 101-21718		HSA ACCOUNT	\$345.84		HSA JULY
Total			\$345.84		
<b>35607</b>	07/02/24	<b>HALLQUIST, KAREN</b>			
E 101-46500-331		Travel/Meeting Expense	\$84.42		MILEAGE - EDAM SUMMER CONFERENCE IN ST. CLOUD
Total			\$84.42		
<b>35608</b>	07/01/24	<b>HAWKINS WATER TREATMENT GROUP</b>			
E 601-49400-216		Chemicals and Chem Pro	\$1,659.68	6793561	CHLORINE
E 602-49450-216		Chemicals and Chem Pro	\$1,390.60	6793909	CHLORINE
Total			\$3,050.28		
<b>35609</b>	06/27/24	<b>HOME SOLUTIONS</b>			
E 101-43100-210		Operating Supplies	\$2.24	A242469	TRANS TAPE
E 101-43100-210		Operating Supplies	\$5.02	A242594	TRANS TAPE
E 101-43100-210		Operating Supplies	\$23.98	A242648	SHOVELS
E 101-49860-221		Repair/Maintenance Equip	\$22.49	A242680	FLT STL BAR
E 101-43100-221		Repair/Maintenance Equip	\$12.59	A242729	GALV STREET ELBOW
E 101-43100-210		Operating Supplies	\$26.50	A242754	PAPER TOWELS & BOXED RAGS
E 101-43100-210		Operating Supplies	\$4.31	A243013	MP OIL
E 101-43100-221		Repair/Maintenance Equip	\$16.16	A243063	EYE BOLT SNAP & MISC HARDWARE
E 101-45200-223		Repair/Maintenance Bldg/	\$67.93	A243080	RED MULCH
E 101-45200-223		Repair/Maintenance Bldg/	\$288.41	A243092	FLT NTRL BASE & PAINT RECOVERY FEE
E 101-45200-223		Repair/Maintenance Bldg/	\$45.88	A243137	WEED/FEED & HANDHELD SPREADER
E 101-45200-210		Operating Supplies	\$15.99	A243158	PAINT TRAY, PLASTIC TRAY LINER, & COVER
E 101-49860-210		Operating Supplies	\$23.39	A243181	GDN HOSE
E 101-45200-223		Repair/Maintenance Bldg/	\$128.84	A243237	SAT NTRL BASE, PAINT RECOVERY FEE, & KNIT COVER
E 101-43100-221		Repair/Maintenance Equip	\$11.83	A243528	MISC HARDWARE
E 101-43100-223		Repair/Maintenance Bldg/	\$11.32	A243547	BRN MULCH
E 101-43100-210		Operating Supplies	\$7.18	A243615	TRANS REFILL
E 101-45200-223		Repair/Maintenance Bldg/	\$26.14	A243638	PAINT TRAY, PLASTIC TRAY LINER, WIRE ROLLER FRAME, & WOVE COVER
E 101-45200-223		Repair/Maintenance Bldg/	\$70.18	A243773	WHT FLT PAINT & 8W DAY A19 BULB
E 101-45200-223		Repair/Maintenance Bldg/	\$14.80	A243789	PLASTIC TRAY LINER & COVER
E 101-45200-223		Repair/Maintenance Bldg/	\$75.58	A243892	STEP STOOLS

NORWOOD YOUNG AMERICA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-223		Repair/Maintenance Bldg/	\$20.94	A244293	MISC HARDWARE
E 101-43100-223		Repair/Maintenance Bldg/	\$2.69	A244374	X-FINE GRAPHITE
E 101-45200-223		Repair/Maintenance Bldg/	\$56.61	B247304	RED MULCH
		Total	\$981.00		
<b>35610</b>	07/01/24	<b>HYDRO ENGINEERING INC</b>			
E 602-49450-223		Repair/Maintenance Bldg/	\$2,115.61	102120	LABOR, CUSTOM PARTS, SUPPLIES
		Total	\$2,115.61		
<b>35611</b>	07/01/24	<b>INDEPENDENT TESTING TECHNOLOGI</b>			
E 101-45200-223		Repair/Maintenance Bldg/	\$2,790.00	44072	SCOREBOARD EXPENSE SPORTS COMPLEX
		Total	\$2,790.00		
<b>35612</b>	06/27/24	<b>INTERNATIONAL UNION</b>			
G 101-21712		Union Dues	\$712.00		UNPAID WORKING DUES FROM OCT 2023-MAY 2024
		Total	\$712.00		
<b>35613</b>	06/27/24	<b>KONICA MINOLTA</b>			
E 101-41400-437		Maintenance Contract	\$696.07	45063938	COPIER
		Total	\$696.07		
<b>35614</b>	06/27/24	<b>MAYER LUMBER CO.</b>			
E 101-43100-223		Repair/Maintenance Bldg/	\$27.32	246228	TREATED 4X4=8
		Total	\$27.32		
<b>35615</b>	06/27/24	<b>MENARDS - HUTCHINSON</b>			
E 101-45200-223		Repair/Maintenance Bldg/	\$202.57	85325	AKONAFLEX PRO, HI DEN POLY RC, PAINTER BRUSH, PAINT TRAY LINER, TIE WIRE
E 101-49860-223		Repair/Maintenance Bldg/	\$322.56	85325	INTERLOC EDGER
		Total	\$525.13		
<b>35616</b>	06/27/24	<b>MINI BIFF</b>			
E 101-45200-418		Other Rentals (Biffs)	\$158.10	A-149229	LEGION/POOL PARK - EVENT LIBERTY TAN BIG TANK
		Total	\$158.10		
<b>35617</b>	06/27/24	<b>MUNICIPAL EMERGENCY SERVICES</b>			
E 101-42200-542		FD Equipment	\$471.05	IN2066803	LEATHER BOOTS
E 101-42200-221		Repair/Maintenance Equip	\$259.18	IN2068935	SEAL REBUILD KIT FOR GATE VALVES
		Total	\$730.23		
<b>35618</b>	06/27/24	<b>MVTL</b>			
E 602-49450-217		Lab Fees	\$45.70	1259142	PHOSPHORUS
		Total	\$45.70		
<b>35619</b>	06/27/24	<b>NAPA</b>			
E 101-43100-223		Repair/Maintenance Bldg/	\$5.33	373787	OIL FILTER
E 101-43100-210		Operating Supplies	\$18.99	374159	NITRILE DISPOS GLOVE
E 101-43100-221		Repair/Maintenance Equip	\$47.31	374196	SPIN-ON FLUID FILTER
E 602-49450-221		Repair/Maintenance Equip	\$50.66	374392	NAPA GOLD CABIN AIR FILTER & NAPA GOLD AIR FILTER

NORWOOD YOUNG AMERICA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	\$122.29		
<b>35620</b>	07/01/24	<b>NORWOOD ELECTRIC INC</b>			
E 101-45200-223		Repair/Maintenance Bldg/	\$180.64	18022	4' LED 5K LAMPS
		Total	\$180.64		
<b>35621</b>	07/02/24	<b>OPTUM BANK</b>			
G 101-21718		HSA ACCOUNT	\$328.34		HSA JULY - ACCT# 30200095600
		Total	\$328.34		
<b>35622</b>	07/02/24	<b>Orr Contracting LLC</b>			
E 101-49015-314		Contracts Payments	\$650.00	INV-24075	LAWN CARE - CEMETERIES
E 230-49015-223		Repair/Maintenance Bldg/	\$650.00	INV-24075	LAWN CARE - CEMETERIES
		Total	\$1,300.00		
<b>35623</b>	07/01/24	<b>RAM GENERAL CONTRACTING</b>			
E 275-45200-525		Parks-Buildings & Structur	\$47,235.36	7994	PROGRESS BILLING# 9
		Total	\$47,235.36		
<b>35624</b>	06/27/24	<b>RECTECH OUTDOOR SOLUTIONS,LLC</b>			
E 101-42200-221		Repair/Maintenance Equip	\$229.97	2699	MS 170 16 61PMM33913 & 61PMM3 55E CHAIN LOOP
		Total	\$229.97		
<b>35625</b>	07/02/24	<b>SECURITY BANK &amp; TRUST</b>			
G 101-21718		HSA ACCOUNT	\$345.84		HSA JULY - ACCT# 40020
G 101-21718		HSA ACCOUNT	\$691.67		HSA JULY - ACCT# 109049
		Total	\$1,037.51		
<b>35626</b>	07/02/24	<b>Security Bank &amp; Trust-Cologne</b>			
G 101-21718		HSA ACCOUNT	\$516.67		HSA JULY - ACCT# 112483
G 101-21718		HSA ACCOUNT	\$416.67		HSA JULY - ACCT# 00112475
		Total	\$933.34		
<b>35627</b>	07/02/24	<b>SOUTH POINT FINANCIAL</b>			
G 101-21718		HSA ACCOUNT	\$691.67		HSA JULY - ACCT# 1002132627
		Total	\$691.67		
<b>35628</b>	07/01/24	<b>SQUIRES, WALDSPURGER, &amp; MACE,</b>			
E 101-41500-304		Legal Fees	\$1,170.00	20575	LEGAL CONSULTATION WITH JTS & JPE
		Total	\$1,170.00		
<b>35629</b>	06/27/24	<b>TASC</b>			
E 101-41400-437		Maintenance Contract	\$407.64	IN3113412	Cobra Admin Fee
E 101-41400-437		Maintenance Contract	\$169.82	IN3113412	Cobra Renewal Fee
		Total	\$577.46		
<b>35630</b>	07/02/24	<b>THIESFELD, MITCHELL</b>			
E 101-41410-331		Travel/Meeting Expense	\$24.12		MILEAGE - ELECTION TRAINING
		Total	\$24.12		
<b>35631</b>	07/02/24	<b>TOP NOTCH TURF</b>			

NORWOOD YOUNG AMERICA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-437		Maintenance Contract	\$280.00	3002	MOWING - COMMUNITY GARDENS & OPEN LOT
		Total	\$280.00		
<b>35632</b>	07/01/24	<b>TWIN CITIES &amp; WESTERN RAILROAD</b>			
E 101-43100-440		Lease	\$394.02	M900674-IN	ANNUAL FEE FOR UTILITY CROSSING #460.0-20060602
E 101-43100-440		Lease	\$429.18	M900675-IN	ANNUAL FEE FOR UTILITY CROSSING #460.0-20030602
		Total	\$823.20		
<b>35633</b>	07/02/24	<b>UMB Bank</b>			
G 101-21718		HSA ACCOUNT	\$416.67		HSA JULY - ACCT# 9812389523
		Total	\$416.67		
<b>35634</b>	07/01/24	<b>VERIZON WIRELESS</b>			
E 101-45200-321		Telephone	\$80.19	9967036384	CELL PHONES - PARKS
E 101-43100-321		Telephone	\$187.12	9967036384	CELL PHONES - STREETS
E 601-49400-321		Telephone	\$66.83	9967036384	CELL PHONES - WATER
E 602-49450-321		Telephone	\$66.83	9967036384	CELL PHONES - SEWER
E 101-41300-321		Telephone	\$41.22	9967036384	CELL PHONES -
E 101-42200-321		Telephone	\$175.05	9967414896	CELL PHONES - FIRE DEPT & IPADS
		Total	\$617.24		
<b>35635</b>	07/01/24	<b>WM MUELLER &amp; SONS INC</b>			
E 101-43100-223		Repair/Maintenance Bldg/	\$34.24	300686	SCREENED FILL
E 101-43100-224		Street Maint Materials	\$321.60	300857	3/8" VIRGIN FINE
E 101-43100-224		Street Maint Materials	\$241.60	300944	3/8" VIRGIN FINE
E 101-43100-224		Street Maint Materials	\$241.60	300944	3/8" Virgin Fine
E 101-45200-223		Repair/Maintenance Bldg/	\$191.80	301029	SELECT TOPSOIL
E 101-45200-223		Repair/Maintenance Bldg/	\$191.80	301029	Select Topsoil
		Total	\$1,222.64		
<b>35636</b>	07/02/24	<b>WSB</b>			
E 101-41320-305		Other Professional Fees	\$4,050.00	R-023775-00	2024 PLANNING SERVICES - MAY
		Total	\$4,050.00		
<b>35637</b>	06/27/24	<b>XCEL ENERGY</b>			
E 101-41940-381		Electric Utilities	\$1,136.09	881992871	ELECTRICAL UTILITIES - BLDGS
E 101-42200-381		Electric Utilities	\$295.02	881992871	ELECTRICAL UTILITIES - FD
E 101-42500-381		Electric Utilities	\$11.80	881992871	ELECTRICAL UTILITIES - CIVIL DEFENSE
E 101-43100-380		Street Lighting	\$6,506.68	881992871	ELECTRICAL UTILITIES - STREET LIGHTS
E 101-43100-381		Electric Utilities	\$211.69	881992871	ELECTRICAL UTILITIES - STREETS
E 101-45200-381		Electric Utilities	\$962.06	881992871	ELECTRICAL UTILITIES - PARK
E 101-45500-381		Electric Utilities	\$974.07	881992871	ELECTRICAL UTILITIES - LIBRARY
E 601-49400-381		Electric Utilities	\$212.91	881992871	ELECTRICAL UTILITIES - WATER
E 602-49450-381		Electric Utilities	\$4,038.88	881992871	ELECTRICAL UTILITIES - WWTP
E 101-49860-381		Electric Utilities	\$640.16	881992871	ELECTRICAL UTILITIES - POOL
E 101-45200-432		Refund	(\$310.55)	881992871	ELECTRICAL UTILITIES - ELEC INTERIM REFUND CR
		Total	\$14,678.81		

NORWOOD YOUNG AMERICA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		10100 CHECKING	\$111,897.37		

**Fund Summary**

<b>10100 CHECKING</b>	
101 GENERAL FUND	\$49,901.57
230 FOREST HILL CEMETERY	\$650.00
275 CAPITAL	\$47,235.36
601 WATER FUND	\$5,556.42
602 SEWER FUND	\$8,554.02
	<hr/>
	\$111,897.37



TO: Honorable Mayor Lagergren and City Council  
FROM: Mitchell Thiesfeld, City Clerk/Treasurer  
DATE: July 8, 2024  
SUBJECT: Resolution 2024-31 Appointing Election Judges for the 2024 Primary & General Election

---

Peggy Mueller & Marilynn Kimble are listed in Resolution 2024-31 to be appointed as Election Judges for the remaining Elections in 2024. Ms. Mueller has fulfilled the New Election Judge training to participate in the remaining elections in 2024, and Ms. Kimble has the necessary information to complete this training before the August 13<sup>th</sup> Primary Election.

**Recommended Motion:**

**Motion to adopt Resolution 2024-31, A resolution Appointing Election Judges for the 2024 Elections.**

# RESOLUTION 2024-31

## A Resolution Appointing Election Judges for the 2024 Elections

WHEREAS, the City of Norwood Young America, in accordance with State Law, will hold a Primary Election within the City on August 13, 2024; and

WHEREAS, the City of Norwood Young America, in accordance with State Law, will hold a General Election within the City on November 5, 2024; and

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

BE IT FURTHER RESOLVED, that the below-listed individual is hereby appointed to serve as election judge for the 2024 Elections and will be paid \$10.00 per hour. The individuals appointed as head judge and assistant head judge will be paid \$11.00 per hour. City staff working election judge services receive their normal rate of pay.

2024 Election Judges:

Peggy Mueller  
Marilynn Kimble

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

Adopted by the City Council this 8<sup>th</sup> day of July 2024.

---

Carol Lagergren, Mayor

ATTEST:

---

Mitchell Thiesefeld, Clerk/Finance Director





TO: Mayor Lagergren and City Council Members

FROM: Karen Hallquist, Community & Economic Development Director

DATE: July 8, 2024

SUBJECT: Resolution 2024-32: Approving a Predevelopment Agreement – Norwood Flats at 123 Reform Street N/Community Asset Development Group

---

Nick Anhut, Senior Municipal Advisor with Ehlers, presented the terms for a Pre-Development Agreement at the NYA Economic Development Authority meeting on July 8, 2024, with Community Asset Development Group for the proposed Norwood Flats housing development at 123 Reform Street N (PIDs 58.0500700 and 58.0144550).

**Recommended Motion**

**Motion to approve Resolution 2024-32 Approving a Predevelopment Agreement with Community Asset Development Group for the proposed Norwood Flats housing development at 123 Reform Street N (PIDs 58.0500700 and 58.0144550).**

CITY OF NORWOOD YOUNG AMERICA, MINNESOTA  
COUNTY OF CARVER  
STATE OF MINNESOTA

RESOLUTION # 2024-32

**RESOLUTION APPROVING A PRELIMINARY  
DEVELOPMENT AGREEMENT**

WHEREAS, the City of Norwood Young America, Minnesota (the “City”) has received a proposal from Community Asset Development Corporation, a Minnesota corporation, or an entity affiliated therewith or related thereto (the “Developer”), for a multifamily housing development to be located on the certain real property in the City (the “Property”) and described in the Preliminary Development Agreement (as hereinafter defined) (the “Development”); and

WHEREAS, the City has caused to be prepared a Preliminary Development Agreement by and between the City, the Norwood Young America Economic Development Authority (the “EDA”) and the Developer (the “Preliminary Development Agreement”) setting forth the tasks the Developer will undertake in determining whether to proceed with the Development and the tasks the City will undertake in considering a definitive agreement pursuant to which it would potentially provide financial assistance for the Development.

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

Section 1. City Approval; Further Proceedings.

1.01. The City hereby approves the Preliminary Development Agreement substantially in accordance with the terms set forth in the form presented to the Council, together with any related documents necessary in connection therewith (collectively, the “Preliminary Development Documents”), and hereby authorizes the Mayor and City Administrator to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Preliminary Development Documents on behalf of the City, and to carry out, on behalf of the City, the City’s obligations thereunder.

1.02. The approval hereby given to the Preliminary Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of the City Attorney, may act in their behalf.

1.03. Upon execution and delivery of the Preliminary Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Preliminary Development Documents.

Adopted this \_\_ day of July, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Attachment

## PRELIMINARY DEVELOPMENT AGREEMENT

THIS PRELIMINARY DEVELOPMENT AGREEMENT (this "Agreement"), dated as of July \_\_, 2024, by and between the NORWOOD YOUNG AMERICA ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of the State of Minnesota (the "Authority"), the CITY OF NORWOOD YOUNG AMERICA, MINNESOTA, a Minnesota municipal corporation (the "City") and COMMUNITY ASSET DEVELOPMENT GROUP, a Minnesota corporation (the "Developer");

WITNESSETH:

WHEREAS, the Authority and the City desire to promote development of certain property in the City described in Exhibit A hereto (the "Property"); and

WHEREAS, the Property is made up of two parcels that are currently owned by the Authority; and

WHEREAS, the Authority and the City have determined that it is in the best interests of the Authority and of the City that the Developer be designated as the sole developer of the Property during the term of this Agreement; and

WHEREAS, the Developer desires to acquire the Property for purposes of constructing an approximately three-story building consisting of 40-units of multifamily rental housing with at least 20 enclosed parking stalls (the "Development"); and

WHEREAS, the Authority and the Developer are willing and desirous to undertake the Development if (i) a satisfactory agreement can be reached regarding the any City financial assistance necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources, for the Development can be secured by Developer; (iii) the parties reach a satisfactory resolution of zoning, land use, public infrastructure, and site design issues; and (iv) the economic feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties; and

WHEREAS, the parties wish to enter into this Agreement setting forth their respective responsibilities in connection with the Property.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the Authority, the City and the Developer hereby agree as follows:

Section 1. Intention of the Parties. During the term of this Agreement, the Authority and the City agree to designate the Developer as the sole developer of the Property and to negotiate solely with the Developer relative to the acquisition and development of the Property. The City, the Authority and the Developer agree that this Agreement is intended to be preliminary in nature. Before the City, the Authority and the Developer can decide on whether to proceed with the implementation of the Developer's proposal for the Property, it will be necessary to assemble and consider information relative to the design, economics and other aspects of the proposed Development. The purpose of

this Agreement is to allow the Developer an exclusive opportunity to assemble such necessary information, to refine the development proposal, and to negotiate with the City and the Authority concerning the execution of a definitive Purchase Agreement and TIF Assistance Agreement (together, the "Contracts") by October 1, 2024 which, if executed, will set forth the rights and responsibilities of the City, the Authority and the Developer with respect to the Development.

Section 2. Present Intent of Parties.

(a) It is the intention of the parties that this Agreement memorialize their present understandings and commitments, and if the following conditions can be fulfilled to the satisfaction of the City, the Authority and the Developer, the parties may proceed to use their best efforts to negotiate mutually satisfactory Contracts:

(i) The Developer demonstrates the market-feasibility of the Development;

(ii) The Developer demonstrates that sources of financing for the Development are available to the Developer, and if Developer requests business subsidy assistance or financial incentives from the City or the Authority, such assistance or incentives are necessary to make Developer's development proposal financially feasible based on Developer's pro forma and review of all the facts and circumstances and Developer provides security adequate to reasonably justify any such City or Authority investment in the Development;

(iii) Resolution of any land use and site design issues with respect to the Development;

(iv) The Contracts are approved by the Board of Commissioners of the Authority and the City Council and such entities find that the Development and any financial assistance provided to the Development are in the best interests of the City; and

(v) Satisfaction of such other reasonable and customary conditions as are determined to be appropriate by either party.

(b) Although not conclusive or binding on either party, the parties anticipate that the Contracts will include the following terms:

(i) The Authority will convey title to and possession of the Property to the City, and the City will simultaneously convey title to and possession of the Property to the Developer for a purchase price of \$1.00, and subject to satisfaction of contingencies specified in the Contracts and the provision of the such security as required by the City to provide a write down of the fair market value of the Property to the Developer.

(ii) The Developer will construct the Development on the Property, in accordance with the Contracts. The Contracts will require that the Developer close on the acquisition of the Property by December 31, 2024, commence construction of the Development by June 30, 2025, and complete construction of the Development by December 31, 2026. For the purpose hereof, "Commence" shall mean beginning of physical improvement to the Property,

including grading, excavation, or other physical site preparation work; and “Completed” shall mean that the Minimum Improvements are sufficiently complete for the issuance of a Certificate of Occupancy;

(iii) The Authority shall convey the Property to the City prior to the conveyance to the Developer;

(iv) The City shall convey the Property to the Developer on an “as is” basis; and

(v) The Contracts (together with any other agreements entered into between the parties hereto or contemporaneously therewith) when executed will supersede all obligations of the parties hereunder.

Section 3. Developer’s Undertakings. During the term of this Agreement, the Developer shall:

(a) Submit concept plans to the City for its review and consideration by August 15, 2024;

(b) Submit final site plans for City consideration by November 1, 2024;

(c) Submit a design proposal showing location, size, nature of the proposed development including floor layouts, renderings, elevations and other graphic or written explanations of the Development;

(d) Provide demonstration of the Development’s financial feasibility including the project’s cost estimate, financing assumptions, any requested public financial assistance, schedule of development and construction, forecasted revenue and expense pro forma, any supporting market study or economic analysis, and written commitment(s) from the provider of any private financing;

(e) Proceed with appropriate land use and zoning applications, including any conditional use or other administrative proceedings necessary for the Development;

(f) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, financing commitments and such other economic information as the Developer may desire to further confirm the economic feasibility and soundness of the Development;

(g) Submit to the City the Developer’s financing plan showing that the Development is financially feasible, and, to the extent Developer seeks public financial assistance in any form (including waiver of fees and cash contributions), evidence that such assistance is reasonably necessary to make the Development financially feasible. In addition, the Developer will cooperate with the City’s review and analysis of potential financial assistance for the Development and will provide to the City all documents and information reasonably requested by the City in connection with that effort;

(h) Submit to the City pro forma operating and financial data and projections for the Development evidencing the Developer’s ability to undertake the Development;

(g) Cooperate with the City in meeting the requirements of any participating governmental entity with respect to the proposed public assistance, including providing to the City such additional information as the City and its fiscal and development consultants may require to allow the City and its financial consultant to undertake a “but for” analysis for purposes of the Minnesota tax increment financing laws; and

(h) Negotiate the Contracts in accordance with, and subject to, the terms hereof.

The costs of all undertakings by the Developer under this Section 3 shall be borne solely by the Developer. If the Developer does not meet the target dates set forth above, the City, in its sole discretion, may cancel the agreement or extend the dates by mutual agreement with the Developer

Section 4. City’s and Authority’s Undertakings. During the term of this Agreement, the City and/or the Authority shall undertake the following:

(a) Establish final terms for the sale of the Property upon obtaining a third-party appraisal and a Phase I environmental study;

(b) Review of design proposal and financial feasibility information;

(c) Proceed with appropriate approval processes in response to the Developer’s land use and zoning applications;

(d) Develop a financial plan with regard to the anticipated public costs and financial participation in the Development with the assistance of the City’s municipal advisor. The parties understand that City assistance will likely be necessary for the project’s feasibility and the extent of assistance, if any, will be determined as part of the preparation of the Contracts;

(e) Commence the process necessary to undertake such public assistance determined necessary by the City, including actions necessary to convey the Property for development, authorize and submit grant applications, and/or create a tax increment financing district that includes the Property;

(f) The City agrees to direct its staff and legal and financial consultants to review and analyze the Development’s pro forma and financial information provided by the Developer and help determine the terms of tax increment or other financial assistance required for the Development, consistent (to the extent determined warranted and appropriate), the cost of which analysis incurred by the City shall be paid by Developer pursuant to paragraph 6 hereof; and

(g) Negotiate the Contracts in accordance with, and subject to, the terms hereof.

Section 5. Right of Entry. In connection with this Agreement, Authority hereby grants to the Developer, its agents, employees, officers, and contractors (the “Authorized Parties”) a right of entry on the Property for the purpose of performing all due diligence work and inspections deemed necessary by the Developer to fulfill its obligations under this Agreement (the “Permitted Activities”). The Authorized Parties shall have access to the Property five (5) days a week between the hours of 7:00 a.m. and 7:00 p.m. to perform the Permitted Activities. Developer hereby agrees to be



responsible for any and all costs related to the Permitted Activities conducted on Property, and to restore the Property to its original condition upon completion of the Permitted Activities. Developer agrees to indemnify, save harmless, and defend the Authority, the City and their officers and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to the Property arising from or out of any occurrence in, upon or at the Property to the extent caused by the act or omission of the Authorized Parties in conducting the Permitted Activities on the Property, except (a) to the extent caused by the willful misrepresentation or any willful or wanton misconduct by the Authority, the City, their officers, employees, agents or contractors; and (b) to the extent caused by a "Pre-Existing Condition" as defined in this Section 5. "Pre-Existing Condition" shall mean any geologic or soil condition, any defect in the condition of improvements located on the Property, or any condition caused by the existence of hazardous substances or materials in, on, or under Property, including without limitation hazardous substances released or discharged into the drainage systems, soils, groundwater, waters or atmosphere, which condition existed as of the date of this Agreement and became known or was otherwise disclosed or discovered by reason of the Authorized Parties' entry onto the Property. Further, Developer shall not permit any mechanics', materialmens' or other liens to stand against the Property or any part thereof for work or materials furnished to Developer in connection with the right of entry granted pursuant to this Agreement and Developer shall indemnify, defend and hold harmless the Authority and City from and against the same.

Section 6. Deposit. Upon the execution of this Agreement, Developer shall deposit with the City an administrative deposit of \$15,000 for the City's and the Authority's costs described herein (the "Administrative Deposit"). The Developer will reimburse the Authority and the City for all out-of-pocket costs incurred by the Authority and the City in connection with review and analysis of the Development if such costs exceed the amount of the Administrative Deposit. Such costs include fees paid to attorneys, the City's financial advisor, and any planning and engineering consultants retained by the City or the Authority in connection with review of the Development. The Developer must pay such costs to the City within 10 business days after receipt of a written invoice from the City describing the amount and nature of the costs to be reimbursed, together with supporting documentation therefor. If this Agreement is terminated or expires prior to approval and execution of definitive Contracts, any remaining funds in the Administrative Deposit shall be returned to Developer. In addition, Developer shall be responsible for payment of all applicable City permit or other fees necessary for the Development. Notwithstanding the foregoing, the City shall be responsible for obtaining an appraisal and a Phase I environmental study for the Property.

Section 7. Termination. This Agreement shall be effective from the date of this Agreement and continue for 120 days subject to earlier termination in accordance with this Section. This Agreement may be terminated by either party at any time upon 10 day's written notice to the other party (a) if in the respective sole discretion of the City or Developer, an impasse has been reached in the negotiation or implementation of any material term or the completion or execution of any material condition of this Agreement or the Contracts, and the parties have been unable to resolve such impasse through good-faith negotiations within 30 days after the party determining the impasse has notified the other party in writing of such determination; or (b) by mutual written agreement of the parties hereto. Upon such termination, no party shall have any further obligations to the others under this Agreement, except that Developer remains obligated to pay any costs payable under paragraph 6 that were incurred by the City pursuant to this Agreement before the effective date of termination. The Developer

acknowledges that all Development Deposit amounts are nonrefundable if this Agreement is terminated pursuant to this paragraph.

Section 8. Notification. In expansion and not in limitation of paragraph 7 hereof, the Developer agrees to notify the City and the Authority and to terminate this Agreement as soon as reasonably practicable if the Developer determines that the proposed Development is not marketable and economically feasible and/or Developer is unable to secure the financing necessary for the Development, or if the Developer for any reason is unable to bring the Development to fruition.

Section 9. Exclusive Development Rights. During the term of this Agreement, the City and the Authority each agree that it will not negotiate or contract with any other party concerning the sale or development of the Property. The Developer shall not assign or transfer its rights under this Agreement in full or in part, or enter into any subcontracts to perform any of its obligations hereunder, without the prior written consent of the City and the Authority.

Section 10. Notices. Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to the Authority and the City:

310 Elm Street West  
PO Box 59  
Norwood Young America, Minnesota 55368S

(b) As to the Developer:

Community Asset Development Group  
\_\_\_\_\_  
\_\_\_\_\_

Section 11. Effect of Approvals. No approval given by the City and the Authority hereunder or in connection herewith shall be deemed to constitute an approval of the Development for any purpose other than as stated herein and the process outlined in this Agreement shall not be deemed to supersede any concept review, conditional use permit, vacation, subdivision, rezoning or other zoning or planning approval process of the City or the Authority relative to the development of real estate.

Section 12. Modifications. This Agreement may be modified and the term hereof may be extended only through written amendments hereto signed by all parties to this Agreement.

Section 13. Indemnification. The Developer agrees to indemnify, defend and hold harmless the City and the Authority and their respective officers, employees, agents, members, officials and representatives from and against any claims, demands, suits, costs, expenses (including reasonable attorneys' fees) actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development. Nothing in this Agreement shall be construed as a limitation

of or waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

Section 14. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement.

Section 15. Effective Laws. This Agreement shall be construed in accordance with the laws of Minnesota, and any disputes shall be adjudicated in Carver County district courts.

Section 16. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Authority, the Developer, and the City have caused this Agreement to be duly executed as of the date and year first above written.

NORWOOD YOUNG AMERICA  
ECONOMIC DEVELOPMENT  
AUTHORITY, a public body corporate and  
politic under the laws of the State of Minnesota

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Executive Director

CITY OF NORWOOD YOUNG AMERICA,  
MINNESOTA a Minnesota municipal  
corporation

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

COMMUNITY ASSET DEVELOPMENT GROUP,  
a Minnesota corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**Property**

The property located in Norwood Young America, Carver County, Minnesota, described as follows:

Parcel Nos. 58.0500700 and 58.0144550

