



CITY COUNCIL AGENDA

Monday, September 23, 2024

5:00 p.m. Workshop

6:00 p.m. City Council

City Council Chambers

310 Elm Street W.

Norwood Young America, MN 55368

WORKSHOP

1. Workshop
 - 1.1 EDC Discussion—Administrator Aukrust and Karen Hallquist, CED Director
 - 1.2 Re-codification Contract—Administrator Aukrust
 - 1.3 Website Contract—Administrative Staff
 - 1.4 Bus update— Mitchell Thiesfeld, City Clerk-Treasurer

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 August 26, 2024
 - 2.4. Public Hearing—PVS Sackett Waconia, Inc. Land Purchase – Karen Hallquist, CED Director
 - 2.4.1 Motion to Open the Public Hearing
 - 2.4.2 Public Comment
 - 2.4.3 Motion to Close the Public Hearing
 - 2.4.4 EDA Discussion
 - 2.4.5 **EDA Resolution 2024-02** Approve Purchase Agreement with PVS Sackett Waconia, Inc. – Karen Hallquist, CED Director
 - 2.5. **EDA Resolution 2024-03** EDA Preliminary Levy Collectable in 2025— Mitchell Thiesfeld, City Clerk-Treasurer
 - 2.6. Amended EDA-Cornerstone Management Agreement—Administrator Aukrust
 - 2.7. 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: All those items listed as part of the Consent Agenda will be approved by a single motion unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)

- 6.1. Approve minutes of September 9, 2024, City Council Workshop
- 6.2. Approve minutes of September 9, 2024, City Council Meeting
- 6.3. Approve Payment of Claims
- 6.4. Approve Personnel Hiring Recommendation—Kimberly Eggers

7. PUBLIC HEARING

- 7.1 Public Hearing—Purchase Agreement Approval for Norwood East LLC – Karen Halquist, CED Director
 - 7.1.1 Motion to Open the Public Hearing

- 7.1.2 Public Comment
- 7.1.3 Motion to Close the Public Hearing
- 7.1.4 City Council Discussion
- 7.1.5 **Resolution 2024-42** A Resolution Approving the Purchase Agreement for Norwood East LLC
TWIP2 6th Edition—Karen Hallquist, CED Director

8. OLD BUSINESS

9. NEW BUSINESS

- 9.1. **Resolution 2024-43** A Resolution Bonding for Railroad Street—Nick Anhut, Ehlers
- 9.2. **Resolution 2024-44** A Resolution Adopting the 2025 Operating Budget— Mitchell Thiesfeld, City Clerk-Treasurer
- 9.3. **Resolution 2024-45** A Resolution Adopting the 2024 Levy Payable in 2025— Mitchell Thiesfeld, City Clerk-Treasurer
- 9.4. **Resolution 2024-46** A Resolution Approving the Appointment of an Election Judge— Mitchell Thiesfeld, City Clerk-Treasurer
- 9.5. **Resolution 2024-47** Conveyance of Land to EDA – Karen Hallquist, CED Director
- 9.6. **Resolution 2024-48** Termination of Option Agreement with PVS Sackett Waconia, Inc. – Karen Hallquist, CED Director
- 9.7. Designate Surplus Equipment to be Sold—Administrator Aukrust
- 9.8. Civic Plus Codification Services—Administrator Aukrust
- 9.9. Civic Plus Website Contract— Mitchell Thiesfeld, City Clerk-Treasurer
- 9.10. Call for Public Hearing for 2024 Delinquent Utility Bills and Invoices— Mitchell Thiesfeld, City Clerk-Treasurer

10. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

11. ADDITIONAL INFORMATION

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

12. ADJOURNMENT

UPCOMING MEETINGS / EVENTS

October 1 st	Planning and Zoning Commission Meeting	6:00 PM
October 9 th	NYA Food Distribution	12:30-1:30 PM
October 9 th	Economic Development Authority	6:00 PM
October 14 th	No City Council Meeting: Columbus Day Observed/ Indigenous Peoples Day	Rescheduled to Tuesday, October 15 th Meeting
October 15 th	City Council Meeting	6:00 PM (Tuesday Meeting)
October 16 th	Park and Rec Commission Meeting	5:30 PM (Wednesday Meeting)
October 17 th	Sr. Advisory	9:00 AM
October 28 th	Workshop/EDA/City Council Meeting	5:00 PM/6:00 PM



ECONOMIC DEVELOPMENT AUTHORITY MINUTES

August 26, 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: Hannah Rybak, WSB; Josh Eckstein, Bolton & Menk, Inc; David Orr, 10 2nd St. SE; Chris Pass, Norwood East LLC; Deputy Sheriff Lee, Carver County

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.

2.2. Approve Agenda

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

2.3. Approve minutes of July 8, 2024, meeting.

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

2.4. Adjournment

Motion: MM/CS Motion to adjourn at 6:01 pm. Motion passed 5-0.

Respectfully submitted,

Carol Lagergren, Mayor

Mitchell Thiesfeld, Clerk/Finance Director



TO: President Lagergren and Economic Development Authority Commissioners

FROM: Karen Hallquist, Community & Economic Development Director

DATE: September 23, 2024

RE: Approve Resolution 2024-02; Approving Purchase Agreement Between EDA and PVS Sackett Waconia Inc.

Attached is the resolution and purchase agreement draft for the sale of Lots 2 & 3, Block 1 of the Tacoma West Industrial Park to PVS Sackett Waconia, Inc. The purchase is for 14.44 acres of land for the full city-invested price of \$2.75/sf for a total of \$1,729,767.60. The proposed plan is to facilitate the construction of an expansion to their existing manufacturing facility.

The administrative staff and city consultants have reviewed PVS Sackett Waconia, Inc.'s proposed phased plans and determined that they conform to the general plans for the development of Tacoma West Industrial Park and the City as described in the Comprehensive Plan.

PVS Sackett Waconia, Inc. will be responsible for the vacation of easements and administrative combination of the existing and proposed property.

Recommended Motion

Motion to approve Resolution 2024-02 Approving The Purchase Agreement Between The Economic Development Authority and PVS Sackett Waconia, Inc.

Norwood Young America

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

RESOLUTION NO. 2024-02

**RESOLUTION APPROVING THE PURCHASE AGREEMENT BETWEEN THE
ECONOMIC DEVELOPMENT AUTHORITY AND PVS SACKETT WACONIA,
INC.**

WHEREAS, the City of Norwood Young America (the "City") is the owner of that certain real estate in the City of Norwood Young America, County of Carver, and State of Minnesota, legally described on the attached Exhibit A (the "Property"); and

WHEREAS, the City will convey the Property to the Norwood Young America Economic Development Authority (the "EDA"); and

WHEREAS, PVS Sackett Waconia, Inc., a Michigan corporation ("PVS") has proposed to purchase the Property; and

WHEREAS, the EDA and PVS have negotiated a purchase agreement for the Property that is attached to this Resolution as Exhibit B (the "Purchase Agreement"); and

WHEREAS, on September 23, 2024, the EDA conducted a public hearing on the sale of the Property pursuant to Minnesota Statutes Section 469.105; and

WHEREAS, after conducting the public hearing, the EDA has found the sale of the Property to be in the public interest and that it furthers the aims and purposes of Minnesota Statutes Section 469.090 to 469.108; and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Norwood Young America Economic Development Authority, that:

1. The sale of the Property is in the public interest and it furthers the aims and purposes of Minnesota Statutes Section 469.090 to 469.108.
2. The EDA approves the Purchase Agreement providing for the conveyance of the Property to PVS, subject to modifications that do not alter the substance of the transaction and that are approved by the President and the Executive Director of the EDA, provided that execution of the Purchase Agreement by those officials shall be conclusive evidence of their approval.
3. EDA staff and officials are authorized to take all actions necessary to perform the EDA's obligations under the Purchase Agreement as a whole, including without limitation, execution of any deed or other documents necessary to convey the Property to PVS.

Approved by the Board of Commissioners of the Norwood Young America Economic Development Authority on September 23, 2024.

Carol Lagergren, President

ATTEST:

Andrea Aukrust, Executive Director

EXHIBIT A

Legal Description of the Property

Lots 2 and 3, Block 1, Tacoma West Industrial Park, County of Carver, State of Minnesota.

EXHIBIT B

Purchase Agreement

[to be attached]

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement (this “Agreement”) is made on this 23rd day of September, 2024 (the “Effective Date”), by and between the Norwood Young America Economic Development Authority, a Minnesota body corporate and politic (the “EDA”) and PVS Sackett Waconia Inc., a Michigan corporation and its permitted assigns (the “Buyer”).

2. **SALE OF PROPERTY.** The EDA agrees to sell to the Buyer and the Buyer agrees to buy from the EDA, the real estate located at Lots 2 & 3, Block 1 of the Tacoma West Industrial Park, in the City of Norwood Young America, Carver County, Minnesota, legally described on the attached Exhibit A (the “Property”).

3. **PURCHASE PRICE AND MANNER OF PAYMENT.** The Buyer shall pay the EDA ONE MILLION SEVEN HUDNRED TWENTY-NINE THOUSAND SEVEN HUNDRED AND SIXTY SEVEN and no/100ths Dollars (\$1,729,767.60) for the Property less FORTY-FIVE THOUSAND FOUR HUNDRED AND SEVENTY-SEVEN and no/100 Dollars (\$45,477.00) that was previously paid by Waconia Manufacturing, Inc. to the City of Norwood Young America pursuant to the Option Agreement dated December 14, 2021, as assigned to PVS Sackett Waconia, Inc. on March 16, 2022 (the “Purchase Price”). Upon approval and execution of this Agreement by the Buyer and the EDA, the Buyer shall deposit \$25000.00 in initial earnest money (the “Earnest Money”) to be held in escrow by First American Title Insurance Company (the “Title Company”). The Earnest Money shall be credited against the Purchase Price at Closing. The \$45,477.00 payment made by Waconia Manufacturing, Inc. to the City of Norwood Young America will be transferred to the EDA in the termination of Option Agreement document that is to be executed by the City and the Buyer prior to closing (the “Option Payment”). The Option Payment shall remain non-refundable.

4. **OBLIGATIONS OF THE EDA.** Buyer’s obligation to close the transaction is specifically conditioned upon the following (the “Buyer’s Closing Conditions”):

4.1. Representations and Warranties. The representations and warranties of the EDA contained in this Agreement must be true now and on the Closing Date in all material respects as if made on the Closing Date and the EDA shall have delivered to the Buyer on the Closing Date, a certificate dated the Closing Date, signed by an authorized representative of the EDA, certifying that such representations and warranties are true as of the Closing Date in all material respects (the “Closing Certificate”).

4.2. Title. Title to the Property shall have been found marketable, or been made marketable, in accordance with the requirements and terms of Section 8 below.

4.3. Performance of the EDA’s Obligations. The EDA shall have performed all of the obligations required to be performed by the EDA under this Agreement in all material respects. Included within the obligations of the EDA under this Agreement shall be the following:

4.3.1. The EDA agrees to cooperate with the Buyer as reasonably necessary to permit the Buyer to investigate the Property.

4.3.2. The EDA shall deliver to the Buyer the Title Evidence required in Section 8 10 business days from the Effective Date of this Agreement.

4.3.2 The EDA shall deliver to the Buyer copies of any surveys, plats, civil plans, soils reports, environmental reports (including all investigations performed on the Property in the last five years), and title work relating to the Property which are in the EDA's possession or control the "Due Diligence Materials" within 10 days from the Effective Date of this Agreement and the date the EDA delivers all of the Due Diligence Materials to the Buyer is referred to herein as the "Delivery Date".

5. CONTINGENCIES WHICH MUST BE EXERCISED BY WRITTEN NOTICE TO THE EDA ON OR BEFORE 60 DAYS AFTER THE DELIVERY DATE (THE "INITIAL CONTINGENCY PERIOD"):

5.1. Buyer's Contingencies.

5.1.1. Inspection and Testing. The Buyer shall have determined, in its sole determination, that the Buyer is satisfied with the results of, and matters disclosed by, any environmental site assessments (including a Phase I and Phase II if necessary), soil tests, surveys, engineering inspections, hazardous substances, and environmental reviews of the Property. The Buyer may enter the Property by providing 24 hours' notice of its intended entry to the EDA.

a. The Buyer shall promptly repair and restore any damage to the Property caused by the Buyer's testing and return the Property to substantially the same condition as existed prior to entry. Buyer shall have no obligation to repair or remediate any environmental condition discovered or uncovered by Buyer or its agents or contractors.

b. The Buyer shall indemnify, defend, and hold the EDA harmless from any claim for damage to person or property arising from any investigation or inspection of the Property conducted by the Buyer, the Buyer's agents or contractors, including the cost of attorneys' fees.

c. Copies of any written reports, studies or test results obtained by the Buyer in connection with the Buyer's inspection of the Property or investigation relating to the Property shall be delivered to the EDA promptly upon receipt of the same at no cost to the EDA. The Buyer makes no warranties to EDA regarding the accuracy or completeness of any such tests or test results.

d. The Buyer shall be responsible for the costs of all investigation and testing performed by the Buyer with respect to the Property.

5.1.2. Land Use Approvals. The Buyer shall have obtained, at the Buyer's sole cost and expense, on or before the Contingency Date, all consents, agreements, approvals, easements, licenses, and adequate assurances that are legally necessary for the Buyer to use the Property as intended, including, but not limited to, land use approvals from the City of Norwood Young America or otherwise required by the Buyer, in Buyer's sole determination.

5.1.3 Financing. The Buyer shall have obtained acceptable financing for the purchase of the Property upon terms and conditions acceptable to Buyer in Buyer's sole determination.

5.2. EDA's Contingencies.

5.2.1. Determination by the EDA after a holding a public hearing required by Minnesota Statutes Section 469.105, subdivision 2 that the sale and conveyance of the Property to the Buyer is in the best interests of the City of Norwood Young America and its people, and that the transaction furthers the EDA's general plan of economic development.

If, on or before the Contingency Date, either party determines that any of their respective contingencies listed in this Section have not been satisfied in their sole discretion, then this Agreement may be terminated by written notice from the party to the other, which notice must give no later than the Contingency Date. If the party does not give written notice of termination on or before the Contingency Date, all of such contingencies will be deemed to have been satisfied and the parties shall proceed to close this transaction in accordance with the terms of this Agreement. All of the contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of the respective party and each party shall have the right to unilaterally waive any of its contingencies by written notice to the other party. If this Agreement is terminated by either party in accordance with this Section, the Title Company shall disburse the Earnest Money to Buyer and neither party shall have any further rights or obligations regarding this Agreement or the Property. The EDA may retain the Option Payment.

6. CLOSING. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur 30 days after the Contingency Date or such other date on which the parties may agree (the "Closing Date"). The EDA agrees to deliver possession of the Property to the Buyer on the Closing Date.

6.1. EDA's Closing Documents. On the Closing Date, the EDA shall execute and deliver to the Buyer the following (collectively, "EDA's Closing Documents"), all in form and content reasonably satisfactory to the EDA and the Buyer:

6.1.1. Deed. A quit claim deed (the "Deed") conveying the Property to the Buyer. The Deed shall contain a covenant running with the Property that the Buyer shall commence work on the improvements to the Property to devote it to its intended use within 12 months from the Closing Date or the Property shall revert back to the EDA. The term "commence work" shall mean when

physical improvements have been made to the Property, including grading, excavation, or other physical site preparation work. The Deed shall contain provisions for the EDA to execute and record a Certificate of Completion evidencing that the required improvements have been completed.

- 6.1.2. Seller's Affidavit. An affidavit of title by the EDA stating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the EDA or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded instruments affecting the Property, together with whatever standard owner's affidavit (ALTA form) which may be required by the Title Company to issue an Owner's Policy of Title Insurance with the standard exceptions waived.
- 6.1.3. Original Documents. Original copies of any surveys, plans and records in the EDA's possession.
- 6.1.4. FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by the Internal Revenue Code Section 1445(b)(2) and its regulations.
- 6.1.5. Seller's Settlement Statement. A Seller's settlement statement reflecting the Purchase Price and the proration of costs and expenses in the manner required by this Agreement.
- 6.1.6. Other Documents. Any other documents reasonably required or reasonably requested by the Title Company in order to complete the transaction contemplated by this Agreement.
- 6.2. Buyer's Closing Documents. On the Closing Date, the Buyer shall execute, as appropriate, and deliver to the EDA the following (collectively, "Buyer's Closing Documents"):
 - 6.2.1. Purchase Price. The Purchase Price in collected funds (certified or cashier's check or wire transfer) deposited with the Title Company on the Closing Date.
 - 6.2.2. Buyer's Settlement Statement. A Buyer's settlement statement reflecting the Purchase Price and the proration of costs and expenses in the manner required by this Agreement.
 - 6.2.3. Other Documents. Such affidavits of purchaser, certificates of value or other documents may be reasonably required or reasonably requested by the Title Company in order to complete the transaction contemplated by this Agreement.

6.3 Termination of Option Agreement. The Option Agreement dated December 14, 2021 between the City of Norwood Young America and Waconia Manufacturing, Inc., as assigned to Sackett-Waconia, Inc. on March 16, 2022 concerning the Property (the "Option Agreement") will need to be terminated by the City and the Buyer. The parties understand that the termination of the Option Agreement must be completed no later than the date of closing.

7. PRORATIONS. The EDA and the Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1. Title Insurance and Closing Fees. The EDA shall pay the cost of the title insurance commitment, including any associated title examination and search charges. The Buyer shall pay the cost of any title insurance Buyer elects to purchase or endorsement premiums for such policy. The parties shall share equally the closing fee charged by the Title Company.

7.2. Real Estate Taxes and Special Assessments. The EDA shall pay the state deed tax. The EDA shall also pay, on or before the Closing Date, all special assessments levied, ordered or pending against the Property as of the Closing Date including, without limitation, any installments of special assessments that are payable with general real estate taxes ("Taxes") in the year in which Closing occurs. The EDA shall pay all Taxes for all of the years prior to the year in which the Closing occurs. Taxes for the year in which the Closing occurs shall be prorated between the parties as of the Closing Date.

7.3. Recording Costs. The EDA shall pay the cost of recording all documents necessary to vest marketable title in the EDA and cure title objections, if any. The Buyer shall pay the cost of recording all other documents, including, but not limited to, the Deed.

7.4. Attorneys' Fees. Each of the parties shall pay its own attorneys' fees.

7.5. Brokers' Fees. Developers and the Authority each represent and warrant to the other that they have not engaged the services of any broker in connection with the purchase contemplated by this Agreement. Each party hereby agrees to indemnify and hold the other harmless of any claim made by a broker or sales agent or similar party for a commission due or alleged to be due on this transaction.

8. TITLE EXAMINATION. Title examination shall be conducted as follows:

8.1. EDA's Title Evidence. Within 10 business days of the Effective Date, the EDA shall, at its expense deliver the following (collectively, "Title Evidence") to the Buyer:

8.1.1. Title Commitment. A title insurance commitment for the Property issued by the Title Company. The Buyers shall be responsible for selecting the title insurance company.

8.1.2. Survey. The Buyer, at the Buyer's option, may obtain, at the expense of the Buyer, a survey of the Property. Any survey obtained by the Buyer shall be certified and delivered to the EDA as well as the Buyer and any other parties that the Buyer may designate.

8.2. Buyer's Objections. No later than 14 days after receiving the updated Title Commitment, the Buyer must make written objections ("Objections") to the marketability of title to the Property based on the Title Evidence. If the Buyer elects to obtain a survey, Objections based upon the survey must be made within 14 days after receipt of said survey but in no event later than the Contingency Date. The Buyer's failure to make Objections within such time periods will constitute a waiver of Objections. However, any matter which is not referenced in the title commitment and is first recorded, discovered, or disclosed after the effective date of the title commitment, may be objected to by the Buyer in the manner described herein. If not sooner satisfied, the EDA shall cause the Property to be released from any mortgages or other liens against the Property at the closing. Any matter shown on such Title Evidence, other than a mortgage or other lien and not objected to by the Buyer shall be a "Permitted Encumbrance" hereunder. Within seven days after receipt of the Buyer's Objections, the EDA shall notify the Buyer in writing if the EDA elects not to cure the Objections. If such notice is given within said seven-day period, the Buyer may either waive the Objections or terminate this Agreement by giving written notice of termination to the EDA within 10 days after the EDA's notice is given to the Buyer. If written notice by the EDA is not given within the 10-day period, the EDA shall use commercially reasonable efforts to correct any Objections within 30 days after the expiration of the 10-day period ("Cure Period"). If the Objections are not cured within the Cure Period, the Buyer shall have the option to do any of the following:

8.2.1. Terminate this Agreement by giving written notice to the EDA and the Title Company within 10 days after the expiration of the Cure Period and neither the EDA nor the Buyer shall have further rights or obligations hereunder. In such event the Title Company shall immediately disburse the Earnest Money to the Buyer. The EDA shall retain the Option Payment.

8.2.2. Waive the objections and proceed to close without reduction in the Purchase Price.

The Buyer shall make the election within 10 days after expiration of the EDA's Cure Period. A failure to make an election within such period shall be deemed an election to proceed to close pursuant to subsection 8.2.2.

9. REPRESENTATIONS AND WARRANTIES BY THE EDA. The EDA represents and warrants to the Buyer that the following are true in all material respects now and as modified by any changes about which the EDA notifies the Buyer in writing following after the date hereof, will be true in all material respects on the Closing Date:

9.1. Authority. The EDA is a public body corporate and politic, duly created under and subject to the laws of the State of Minnesota; the EDA has the requisite power and

authority to enter into and perform this Agreement and those EDA Closing Documents signed by it; such documents have been or will be duly authorized by all necessary action on the part of the EDA and have been or will be duly executed and delivered; such execution, delivery and performance by the EDA of such documents does not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which the EDA is a party; such documents are valid and binding obligations of the EDA, and are enforceable in accordance with their terms, subject to bankruptcy, reorganization, insolvency, moratorium and other laws affecting the rights and remedies of creditors generally and principles of equity.

- 9.2. Rights of Others to Purchase the Property. The EDA has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property, other than the Option Agreement or any other rights of others that might prevent the sale of the Property contemplated by this Agreement.
- 9.3. Use of the Property. To the best of the EDA's knowledge without investigation, the Property is usable for its current uses without violating any federal, state, local or other governmental building, zoning, health, safety, platting, subdivision or other law, ordinance or regulation, or any applicable private restriction.
- 9.4. Proceedings. To the EDA's actual knowledge without investigation, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the EDA with respect to the Property or any portion of the Property.
- 9.5. Wells. No wells exist on the Property.
- 9.6. Sewage Treatment Systems. No sewage treatment system exists on the Property.
- 9.7. Title. The EDA owns fee title to the Property.

The EDA's representations shall be true, accurate and complete as of the date of this Agreement, in all material respects and, as modified by any notices given by the EDA to the Buyer, on the Closing Date in all material respects. If any time prior to Closing, the Buyer shall determine that any representation herein made by the EDA was not true in all material respects when made, the Buyer's sole remedy shall be to terminate this Agreement by giving notice to the EDA and seeking any applicable remedies for breach from the EDA. The earnest money paid by the Buyer shall be returned to the Buyer. The EDA shall retain the Option Payment.

Notwithstanding the above paragraph, all representations and warranties shall terminate on the Closing Date. Any claim by the Buyer not made by written notice delivered to the EDA before the date the representation or warranty terminates shall be deemed waived.

10. "AS IS, WHERE IS." The Buyer acknowledges that the Buyer has inspected or has had the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduction in the Purchase Price. Such sale shall be without representation of warranties, express

or implied, either oral or written, made by the EDA or any official, employee or agent of the EDA with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. The Buyer acknowledges and agrees that the EDA has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties EDA hereby expressly disclaims, except as stated above. The Buyer is relying entirely upon information and knowledge obtained from the Buyer's own investigation, experience, and knowledge obtained from the Buyer's own investigation, experience, or personal inspection of the Property. The Buyer expressly assumes, at closing, all environmental and other liabilities with respect to the Property and releases and indemnifies the EDA from liability for the same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act ("RCRA"), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. The foregoing assumption and release shall survive Closing. All statements of fact or disclosures, if any, made in this Agreement or in connection with this Agreement, do not constitute warranties or representations of any nature. The foregoing provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.

11. REPRESENTATIONS AND WARRANTIES BY THE BUYER. The Buyer represents and warrants to the EDA that the Buyer has the requisite capacity, power, and authority to enter into this Agreement and the Buyer's Closing Documents; such execution, delivery, and performance by the Buyer of such documents does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter to which the Buyer is a party; such documents are valid and binding obligations of the Buyer, and are enforceable in accordance with their terms.

12. CONDEMNATION. If, prior to the Closing, eminent domain proceedings are commenced against all or any material part of the Property, the EDA shall immediately give notice to the Buyer of such fact and at the Buyer's option (to be exercised within 15 days after the EDA's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. Thereupon the Title Company shall disburse the Earnest Money to the Buyer. The EDA shall retain the Option Payment. If the Buyer fails to give such notice, then there shall be no reduction in the Purchase Price, and the EDA shall assign to the Buyer at the Closing all of EDA's right, title, and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing, the EDA shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without the Buyer's prior written consent. For purposes of this section, the words "a material part" means a part if acquired by a condemning authority would materially hinder Buyer's operations on the Property. Notwithstanding any other term or condition of this Section 12 to the contrary, the EDA shall not commence nor consent to

any eminent domain proceedings affecting all or any part of the Property without the Buyer's prior written consent, which consent shall not unreasonably be withheld.

13. COMMISSIONS. Both the Buyer and the EDA represent that they have not entered into a contract with any other real estate broker, whereby the broker is entitled to a commission resulting from the transaction contemplated by this Agreement. Each party agrees to indemnify, defend and hold harmless the other party against any claim made by a real estate broker for a commission or fee based on alleged acts or agreements with the indemnifying party.

14. REMEDIES.

14.1. Buyer's Remedies. If the EDA fails to satisfy any of the Buyer's Closing Conditions or fails to otherwise consummate this Agreement for any reason except the Buyer's default or the termination of this Agreement pursuant to a right to terminate given herein, and such failure continues for longer than ten (10) days after the date Buyer delivers written default hereunder to the EDA (an "EDA Default") then the Buyer may, at its option, terminate this Agreement by written notice delivered to the EDA and the Title Company, in which event the Title Company shall immediately disburse the Earnest Money to the Buyer and upon such payment, neither party shall be further obligated to the other (except for the Buyer's and the EDA's indemnities set forth in this Agreement). The EDA shall retain the Option Payment. The Buyer specifically waives any right to make a claim against the EDA for compensatory or consequential damages or any other type of monetary claim, except for the indemnity obligations set forth in this Agreement.

14.2. EDA's Remedy. If the Buyer fails to consummate this Agreement for any reason except the EDA's default or the termination of this Agreement pursuant to a right to terminate given herein, the EDA's sole and exclusive remedy shall be to terminate this Agreement by giving 30 days' written notice to the Buyer, pursuant to Minnesota Statutes, Section 559.21, as amended from time to time, in which case, the earnest money shall be retained by the EDA as liquidated damages. The EDA shall retain the Option Payment.

15. ASSIGNMENT. The Buyer may not assign the Buyer's rights under this Agreement without prior consent of the EDA, which shall not unreasonably be withheld.

16. SURVIVAL. All of the terms of this Agreement and warranties and representations herein contained shall survive and be enforceable after the Closing.

17. NOTICES. Any notice required or permitted hereunder shall be given by personal delivery; or if deposited cost paid with a nationally recognized, reputable overnight courier; or by certified mail, return receipt requested; properly addressed as follows:

If to the EDA: City of Norwood Young America, Minnesota
310 Elm Street West, P.O. Box 59
Norwood Young America, Minnesota 55368
Attention: City Administrator

If to the Buyer: PVS Sackett Waconia Inc.
1010 Dale Street N.
St. Paul, MN 55117-5603
Attn: _____

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving notice of such change 10 days prior to the effective date of such change.

18. CAPTIONS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

19. ENTIRE AGREEMENT, MODIFICATIONS. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property, including but not limited to the Option Agreement. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

20. BINDING EFFECT. This Agreement binds and benefits the parties and their heirs, successors, and assigns.

21. CONTROLLING LAW. This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

BUYER:

PVS SACKETT WACONIA INC.

By: _____

Its: _____

SELLER:

**NORWOOD YOUNG AMERICA ECONOMIC
DEVELOPMENT
AUTHORITY**

By: _____

Its: President

By: _____

Its: Executive Director

EXHIBIT A

Legal Description of the Property

Lots 2 & 3, Block 1 of the Tacoma West Industrial Park, Carver County, Minnesota



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

FROM: Mitchell Thiesfeld, City Clerk/Finance Director

DATE: September 23, 2024

SUBJECT: Resolution 2024-03, Special Benefit Levy

Attached is Resolution 2024-03, approving a special benefit levy to be collected in 2025 for the purpose of paying toward the 2024 debt service obligation for the Tacoma West Industrial Park (Fund 522).

The proposed amount is based off Minnesota Statutes, Sections 469.033, Subdivision 6 of the HRA Act whereas the levy amount cannot exceed 0.0185 percent of the taxable market value in the city. ($\$433,679,000 \times 0.0185\%$)

Recommended Motion:

Motion to approve Resolution 2024-03, Authorizing the Levy of a Special Benefit Levy Pursuant to Minnesota Statutes, Section 469.033, Subdivision 6 and approval of the Budget for Fiscal Year 2025.

**NORWOOD YOUNG AMERICA
ECONOMIC DEVELOPMENT AUTHORITY**

RESOLUTION NO. 2024-03

**AUTHORIZING THE LEVY OF
A SPECIAL BENEFIT LEVY PURSUANT TO MINNESOTA STATUTES,
SECTION 469.033, SUBDIVISION 6 AND APPROVAL
OF A BUDGET FOR FISCAL YEAR 2025**

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

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

WHEREAS, Section 469.033, Subdivision 6, of the HRA Act permits the Authority to levy and collect a special benefit tax of up to 0.0185 percent of taxable market value in the City, levied upon all taxable real property within the City; and

WHEREAS, the Authority desires to levy a special benefit tax in the amount of 0.0185 percent of taxable market value in the City; and

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

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

WHEREAS, the Authority has determined to adopt a budget for fiscal year 2025 that provides for levy of the special benefits tax in amount of 0.0185 percent of taxable market value to be used for the payment of principal and interest on the Interfund Loan; and

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

1. The Board hereby approves a budget of \$80,230 in proceeds of special benefits tax to be collected in 2025, for the payment of principal and interest on the Interfund Loan.

2. Staff of the Authority is hereby authorized and directed to file the budget with the City in accordance with Minnesota Statutes, Section 469.033, Subdivision 6.
3. There is hereby levied a special benefit tax pursuant to Minnesota Statutes, Section 469.033, Subdivision 6, in the amount equal to the lesser of a levy at a rate of 0.0185 percent of taxable market value in City, or \$79,675, with respect to taxes payable in calendar year 2025.
4. Staff of the Authority is hereby authorized and directed to take such other actions as are necessary to levy and certify such levy.

Approved by the Board of Commissioners of the Economic Development Authority of Norwood Young America, Minnesota, on this 23rd day of September 2024.

Carol Lagergren, President

Attest:

Mitchell Thiesfeld, Clerk/Finance Director



TO: Honorable Mayor Lagergren and City Council Members
FROM: Andrea Aukrust, City Administrator
DATE: September 23, 2024
RE: Amended EDA-Cornerstone Management Agreement

By amending the property management agreement between the City of Norwood Young America EDA & Cornerstone Management, there will be more clarity between the two parties.

Recommended Motion:

Motion to amend the Property Management Agreement between The City of Norwood Young America Economic Development Authority and Cornerstone Management Services LLC.

Norwood Young America



CITY COUNCIL WORKSHOP MINUTES

September 9, 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)

OTHERS: None

WORKSHOP

1. Workshop

1.1 Budget Workshop—Mitchell Thiesfeld, City Clerk-Finance Director

1.2 EDA update—Karen Hallquist, CED Director

2. CALL WORKSHOP MEETING OF THE CITY COUNCIL TO ORDER

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

2.1. Budget Workshop – Mitchell Thiesfeld, City Clerk-Finance Director

- Discussion about the 2025 preliminary budget and 2025 preliminary levy.

2.2. EDA update – Karen Hallquist, CED Director

- Talked about different items regarding the EDA & EDA Land

3. ADJOURNMENT

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

Respectfully submitted,

Carol Lagergren, Mayor

Mitchell Thiesfeld, Clerk-Finance Director



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: Bonnie Schweiger, Abdo LLP

CITY COUNCIL MEETING

2. 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.

2.1. The Pledge of Allegiance was said by all.

3. APPROVE AGENDA

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

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

4.1. None

5. CONSENT AGENDA

5.1 Approve minutes of August 26, 2024, City Council Budget Workshop

5.2 Approve minutes of August 26, 2024, City Council Meeting

5.3 Approve minutes of September 4, 2024, City Council Budget Workshop

5.4 Approve Payment of Claims

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

6. PUBLIC HEARING

6.1 Vacating Certain ROW-Progress Street Presentation—Karen Hallquist, CED Director

6.1.1 Council Discussion

Mayor Lagergren opened the Public Hearing at 6:02 pm with all Council members present.

- The City of NYA is initiating the vacation of a portion of platted right-of-way; Progress St., which was platted in the original “Village of Norwood” plat.
- The City has no need for the ROW, as there will never be a street constructed within it. There are also no existing utilities located underground.
- The total area of the portion of Progress St. to be vacated is 8,485 SF.
- The total square footage will be divided horizontally between the two property owners – Norwood Young America EDA & Hidden Glen Development.

MM/CS Motion to close the Public Hearing at 6:05 pm.

6.1.2 Resolution 2024-41 A Resolution Vacating Certain ROW-Progress Street— Karen Hallquist, CED Director

- Access to the Hidden Glen Development land will still be available through West Street North.

MM/BA Motion to approve Resolution 2024-41 A Resolution Vacating Certain Right-of-Way in Village of Norwood. Motion passed 5-0.

7. OLD BUSINESS

7.1. None

8. NEW BUSINESS

6.1 2023 Audit Review—Bonnie Schwieger, Abdo Financial Solutions

- The goal of the audit is to issue an opinion on the financial statement
- No compliance issues found
- Two finds were found by the auditors
 - Preparation of Financial Statements & Limited Segregation of Duties
 - We received these two findings because Abdo prepares the city's financial statements, and the City has a small office staff.
- The City's current fund balance is 78.5% for the General Fund
- General fund revenues came in over budget. This was due to public safety aid from the State, along with property taxes received
- General fund expenditures increased from the previous year due to larger payroll expense
- Water & Sewer Funds operated at a loss in 2023.
- Harbor at Peace Villa broke even regarding their operating revenue & expenses.

MM/CH Motion to accept the 2023 Financial Statement Audit by Abdo Solutions. Motion passed 5-0.

9. COUNCIL MEMBER / MAYOR AND STAFF REPORTS

AA – Will be attending the DC Fly-in with Karen Hallquist next week.

10. ADDITIONAL INFORMATION

None

11. ADJOURNMENT

CS/BA Motion to adjourn at 6:35 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: September 23, 2024

Payroll EFT

Check #	509087 - 509108	Pay Period 19	\$	43,726.06
Check #	509109	Ballow PTO Payout	\$	825.04
Check #	-			

Prepays

Check #
Check #

Electronic Payments

Check #	1757 e	CenterPoint Energy	\$	75.16
Check #	1758 e	Sun Life Assurance	\$	456.35
Check #				
Check #				

Claims Pending Payment

Check #	35866 - 35905		\$	591,793.41
Check #				
Check #				

Voided Checks

Check # 509086

Grand Total (excluding voided checks) \$ 636,876.02

NORWOOD YOUNG AMERICA

***Check Detail Register©**
10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CHECKING					
35866	09/18/24	ADC SERVICES INC			
E 101-45200-208		Medical-Physicals	\$35.00	995524	2024 LAB + MRO
E 101-43100-208		Medical-Physicals	\$35.00	995524	2024 LAB + MRO
		Total	\$70.00		
35867	09/18/24	AIM ELECTRONICS, INC			
E 832-45250-470		Donation Expense	\$5,000.00	45444	DAKTRONICS LED BASEBALL SCOREBOARD & ACCESSORIES
		Total	\$5,000.00		
35868	09/18/24	BOLTON & MENK, INC			
E 491-43100-303		Engineering Fees	\$42,376.00	0344316	2024 STREET IMPROVEMENT - PROJECT# 0C1.131686.000
E 490-43100-310		Other Professional Servic	\$11,208.00	0344317	2025 STREET IMPROVEMENT - PROJECT# 0C1.134163.000
E 101-46500-310		Other Professional Servic	\$669.50	0344318	DOWNTOWN STREETScape MAIN ST - PROJECT# 24X.134702.000
E 602-49450-500		Capital Outlay	\$4,124.50	0344319	I&I REDUCTION PROJECT - PROJECT# 24X.135577.000
E 493-46500-303		Engineering Fees	\$58,139.80	0344320	INDUSTRIAL PARK EXPANSION - PROJECT# 0C1.124521.000
G 818-29500		Expenditures	\$646.00	0344321	NORDIC WASTE - PROJECT# 24X.134703.000
E 489-43100-303		Engineering Fees	\$1,450.00	0344322	STREET RECONSTRUCTION - PROJECT# C14.120157.000
E 602-49450-310		Other Professional Servic	\$878.50	0344323	WWTF UPGRADE - PROJECT# 0C1.130910.000
E 101-41500-303		Engineering Fees	\$60.00	0344324	MISC ENGINEERING - PROJECT# C12.035710.000
		Total	\$119,552.30		
35869	09/19/24	BRYAN ROCK PRODUCTS, INC.			
E 101-43100-224		Street Maint Materials	\$192.44	66666	1" With Fines
		Total	\$192.44		
35870	09/18/24	CARQUEST AUTO PARTS			
E 101-43100-221		Repair/Maintenance Equip	\$24.22	5927-299194	HEATER HOSE, RED, GREEN, YELLOW
E 101-43100-221		Repair/Maintenance Equip	\$18.80	5927-299196	BUTANE CYLNDR & TORCH STICK
		Total	\$43.02		
35871	09/18/24	CARVER COUNTY RECORDER			
E 101-41320-350		Print/Publishing/Postage	\$46.00		RESOLUTION 2024-41 - VACATION CERTAIN ROW IN VILLAGE OF NYA
		Total	\$46.00		
35872	09/18/24	CENTER POINT			
E 101-41940-383		Gas Utilities	\$62.46		GAS UTILITIES - BLDGS
E 601-49400-383		Gas Utilities	\$223.15		GAS UTILITIES - WATER
E 602-49450-383		Gas Utilities	\$152.86		GAS UTILITIES - WWTP
		Total	\$438.47		
35873	09/20/24	CORE AND MAIN			
E 601-49400-437		Maintenance Contract	\$3,500.00	V596595	ANNUAL SUPPORT

NORWOOD YOUNG AMERICA

***Check Detail Register©**

10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49400-229		Water Meters	(\$181.44)	V606056	RETURN - MIP SWIVEL NO LEAD (INV# V220344)
		Total	\$3,318.56		
35874	09/18/24	DELTA DENTAL			
G 101-21714		Dental Insurance	\$898.88	RIS00060064	DENTAL INSURANCE
		Total	\$898.88		
35875	09/18/24	ECM PUBLISHERS INC			
E 101-41400-350		Print/Publishing/Postage	\$48.12	1014643	ORDINANCE NO. 377
E 101-41400-350		Print/Publishing/Postage	\$56.87	1014644	ORDINANCE NO. 376
E 101-41400-350		Print/Publishing/Postage	\$196.87	1014645	2023 FINANCIAL STATEMENT
E 101-41400-350		Print/Publishing/Postage	\$52.50	1015491	SEPT 23 PH NORWOOD EAST LLC PU
E 101-41400-350		Print/Publishing/Postage	\$56.87	1015492	SEPT 23 PH PVS SACKETT WACONIA
		Total	\$411.23		
35876	09/18/24	EHLERS AND ASSOCIATES, INC			
E 101-41400-310		Other Professional Serv	\$822.50	99040	INTERIM STAFFING - CLERK/TREASURER
		Total	\$822.50		
35877	09/18/24	EROSION PRODUCTS, LLC			
E 101-45200-223		Repair/Maintenance Bldg/	\$149.90	INV-20260W	SUNNY SEED MIX 50LB BAG
		Total	\$149.90		
35878	09/20/24	FDSAS			
E 101-42200-542		FD Equipment	\$89.76	11121	CAIRNS 2 PANEL 6" LEATHER FRONT
		Total	\$89.76		
35879	09/18/24	FIRE CATT, LLC			
E 101-42200-221		Repair/Maintenance Equip	\$3,145.60	14749	FIRE HOSE TESTING
		Total	\$3,145.60		
35880	09/18/24	HAWKINS WATER TREATMENT GROUP			
E 101-49860-216		Chemicals and Chem Pro	\$10.00	6862796	CHLORINE CYLINDER
E 601-49400-216		Chemicals and Chem Pro	\$40.00	6863223	CHLORINE CYLINDER
E 602-49450-216		Chemicals and Chem Pro	\$90.00	6863274	CHLORINE CYLINDER & SULFUR DIOXIDE CYLINDER
E 602-49450-216		Chemicals and Chem Pro	\$539.85	6864921	CHEMICALS
		Total	\$679.85		
35881	09/18/24	HILGERS PLUMBING & HEATING, IN			
E 101-41940-223		Repair/Maintenance Bldg/	\$600.00	15242	WATER HEATER SERVICE & PARTS
E 101-43100-223		Repair/Maintenance Bldg/	\$600.00	15242	WATER HEATER SERVICE & PARTS
		Total	\$1,200.00		
35882	09/19/24	Hornig Companies			
R 101-42400-32195		Rental Dwelling License	\$440.00		Refund for Overpayment
		Total	\$440.00		
35883	09/18/24	JAUS, RODNEY			
E 602-49450-207		Training Instructional	\$457.29		HOTEL & FOOD REIMBURSEMENT
		Total	\$457.29		

NORWOOD YOUNG AMERICA

***Check Detail Register©**
10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
35884	09/18/24	KWIK TRIP INC.			
E 101-43100-212		Motor Fuels	(\$9.76)		FEDERAL EXCISE UNLEADED 10E
E 101-43100-212		Motor Fuels	(\$1.60)		FUEL VOLUME DISCOUNT
E 101-43100-212		Motor Fuels	(\$1.70)		FEDERAL EXCISE UNLEADED
E 101-43100-212		Motor Fuels	(\$10.96)		FEDERAL EXCISE UNLEADED 10E
E 101-43100-212		Motor Fuels	(\$2.24)		FUEL VOLUME DISCOUNT
E 101-45200-212		Motor Fuels	\$87.62	137281	OXY87
E 101-43100-212		Motor Fuels	\$90.96	139732	OXY87
		Total	\$152.32		
35885	09/18/24	LANO EQUIPMENT			
E 101-45200-223		Repair/Maintenance Bldg/	\$350.00	1197	RENTAL ON TV140 NH TRACTOR
E 101-43100-223		Repair/Maintenance Bldg/	\$91.25	1403	1 FT CHAIN & CONNECTOR
		Total	\$441.25		
35886	09/19/24	LEAGUE OF MN CITIES INS. TRUST			
E 101-49800-365		Insurance Claims	\$1,312.40	9194	LMCIT Claim
		Total	\$1,312.40		
35887	09/18/24	LEES REFRIGERATION			
E 101-41940-221		Repair/Maintenance Equip	\$530.75	3720	REFRIGERATED BOX NOT COOLING
		Total	\$530.75		
35888	09/18/24	MARCO TECHNOLOGIES LLC			
E 101-41400-437		Maintenance Contract	\$154.00	INV12533296	MICROSOFT 365 BUSINESS STANDARD
E 101-41400-437		Maintenance Contract	\$154.00	INV12640748	MICROSOFT 365 BUSINESS STANDARD
E 101-41400-437		Maintenance Contract	\$154.00	INV12736348	MICROSOFT 365 BUSINESS STANDARD
E 101-41400-437		Maintenance Contract	\$154.00	INV12851112	MICROSOFT 365 BUSINESS STANDARD
		Total	\$616.00		
35889	09/18/24	MAYER LUMBER CO.			
E 101-45200-223		Repair/Maintenance Bldg/	\$166.10	249394	FIR,SYP 2 X 12 = 16
		Total	\$166.10		
35890	09/18/24	MIDWEST MACHINERY CO			
E 101-45200-221		Repair/Maintenance Equip	\$72.98	10199872	CROSFIRE LINE & SPEED FEED
		Total	\$72.98		
35891	09/18/24	MINI BIFF			
E 101-45200-418		Other Rentals (Biffs)	\$316.20	A-151642	FRIENDSHIP PARK - EVENT LIBERTY TAN BIG TANK
E 101-45200-418		Other Rentals (Biffs)	\$158.10	A-151887	LEGION/POOL PARK - EVENT LIBERTY TAN BIG TANK
		Total	\$474.30		
35892	09/18/24	MINNESOTA RURAL WATER ASSOC			
E 602-49450-207		Training Instructional	\$300.00		A&B WASTE WATER EAM REFRESHER - JAUS
		Total	\$300.00		
35893	09/20/24	MN STATE FIRE CHIEFS ASSOC			
E 101-42200-207		Training Instructional	\$818.00	8044	2024 ANNUAL CONFERENCE REGISTRATION

NORWOOD YOUNG AMERICA

***Check Detail Register©**
10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$818.00		
35894	09/18/24	MN VALLEY ELECTRIC COOPERATIVE			
E 603-49500-381		Electric Utilities	\$389.91		13150 TACOMA AVE PUMP - ACCT#
Total			\$389.91		
35895	09/18/24	MVTL			
E 602-49450-217		Lab Fees	\$45.70	1270627	PHOSPHORUS
Total			\$45.70		
35896	09/18/24	NAPA			
E 101-45200-212		Motor Fuels	\$21.60	378639	CHAMPION 2 CYCLE OIL
E 101-43100-221		Repair/Maintenance Equip	\$11.21	378902	PURPLE POWER CAR WASH
E 101-43100-221		Repair/Maintenance Equip	\$53.33	378918	FLEETRANNER BELT
Total			\$86.14		
35897	09/19/24	QUALITY FLOW SYSTEMS, INC			
E 602-49450-221		Repair/Maintenance Equip	\$940.00	47090	General Repair - Troubleshooting with dialer at lift station
Total			\$940.00		
35898	09/20/24	RIDGEVIEW MEDICAL CENTER			
E 101-42200-210		Operating Supplies	\$223.18	NYAFIRE820	EPINEPHRINE 0.3 MG/0.3 ML SYRINGE
Total			\$223.18		
35899	09/18/24	SMITH OIL CO			
E 101-42200-212		Motor Fuels	\$18.53		FUEL - TANKER 21
E 101-42200-212		Motor Fuels	\$40.50	164645	FUEL - COMMAND 12
E 101-45200-212		Motor Fuels	\$71.30	164652	FUEL - 2301
E 601-49400-212		Motor Fuels	\$41.00	164685	FUEL - 1805
E 602-49450-212		Motor Fuels	\$41.00	164685	FUEL - 1805
E 101-42200-212		Motor Fuels	\$10.00	164703	FUEL - TANKER 21
E 101-42200-212		Motor Fuels	\$49.40	164724	FUEL - COMMAND 12
E 101-45200-212		Motor Fuels	\$11.50	164753	FUEL - WATER TRUCK
E 101-45200-212		Motor Fuels	\$77.46	164766	FUEL - 2303
E 101-42200-212		Motor Fuels	\$49.00	164783	FUEL - COMMAND 11
E 601-49400-212		Motor Fuels	\$54.50	164815	FUEL - F550 BOOM TRUCK
E 602-49450-212		Motor Fuels	\$54.50	164815	FUEL - F550 BOOM TRUCK
E 101-45200-212		Motor Fuels	\$50.00	164833	FUEL - P3
E 101-49800-212		Motor Fuels	\$113.31	164834	FUEL - BUS
E 101-45200-212		Motor Fuels	\$111.00	164852	FUEL - P3
E 101-42200-212		Motor Fuels	\$41.70	164872	FUEL - COMMAND 12
E 101-43100-212		Motor Fuels	\$81.07	164895	FUEL - 2303
E 101-45200-212		Motor Fuels	\$71.36	194932	FUEL - 2301
Total			\$987.13		
35900	09/18/24	SQUIRES, WALDSPURGER, & MACE,			
E 101-41500-304		Legal Fees	\$273.00	00279	MISCELLANEOUS
E 101-41500-304		Legal Fees	\$1,131.00	00279	UNEMPLOYMENT APPEAL
Total			\$1,404.00		

NORWOOD YOUNG AMERICA

***Check Detail Register©**
10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
35901	09/18/24	TOP NOTCH TURF			
E 101-43100-437		Maintenance Contract	\$280.00	3188	MOWING - COMMUNITY GARDENS & OPEN LOT
		Total	\$280.00		
35902	09/18/24	ULTIMATE SAFETY CONCEPTS, INC.			
E 101-42200-210		Operating Supplies	\$99.99	209273	FREIGHT CHARGES
		Total	\$99.99		
35903	09/19/24	UNUM LIFE INSURANCE CO			
G 101-21715		Life Ins	\$195.96		Group Life Insurance
		Total	\$195.96		
35904	09/18/24	WM MUELLER & SONS INC			
E 491-43100-500		Capital Outlay	\$421,558.90	0C1.131686	- RAILROAD STREET INFRASTRUCTURE IMPROVEMENT PROJECT - PAYMENT# 2
E 101-43100-224		Street Maint Materials	\$248.00	304682	3/8" VIRGIN FINE
E 101-43100-221		Repair/Maintenance Equip	\$1,119.20	304836	3/8" VIRGIN FINE
E 101-43100-221		Repair/Maintenance Equip	\$1,117.60	304911	3/8" VIRGIN FINE
E 101-43100-221		Repair/Maintenance Equip	\$1,128.00	304981	3/8" VIRGIN FINE
E 101-43100-221		Repair/Maintenance Equip	\$1,110.40	305051	3/8" VIRGIN FINE
		Total	\$426,282.10		
35905	09/18/24	XCEL ENERGY			
E 101-42500-381		Electric Utilities	\$10.56	893038873	ELECTRICAL UTILITIES - CIVIL DEFENSE
E 101-43100-380		Street Lighting	\$5,624.73	893038873	ELECTRICAL UTILITIES - STREET LIGHTS
E 601-49400-381		Electric Utilities	\$31.12	893038873	ELECTRICAL UTILITIES - WATER
E 101-41940-381		Electric Utilities	\$2,378.43	894388804	ELECTRICAL UTILITIES - BLDGS
E 101-42200-381		Electric Utilities	\$839.48	894388804	ELECTRICAL UTILITIES - FD
E 101-42500-381		Electric Utilities	\$1.21	894388804	ELECTRICAL UTILITIES - CIVIL DEFENSE
E 101-43100-380		Street Lighting	\$1,447.77	894388804	ELECTRICAL UTILITIES - STREET LIGHTS
E 101-43100-381		Electric Utilities	\$395.86	894388804	ELECTRICAL UTILITIES - STREETS
E 101-45200-381		Electric Utilities	\$1,248.24	894388804	ELECTRICAL UTILITIES - PARK
E 101-45500-381		Electric Utilities	\$1,733.34	894388804	ELECTRICAL UTILITIES - LIBRARY
E 601-49400-381		Electric Utilities	\$303.57	894388804	ELECTRICAL UTILITIES - WATER
E 602-49450-381		Electric Utilities	\$4,366.62	894388804	ELECTRICAL UTILITIES - WWTP
E 101-49860-381		Electric Utilities	\$694.30	894388804	ELECTRICAL UTILITIES - POOL
E 101-41940-381		Electric Utilities	(\$55.83)	894388804	TRANSFER FROM CUSTOMER 9829214
		Total	\$19,019.40		
		10100 CHECKING	\$591,793.41		

NORWOOD YOUNG AMERICA

***Check Detail Register©**

10100 Unposted

Check # Check Date Vendor Name Amount Invoice Comment

Fund Summary

10100 CHECKING

101 GENERAL FUND	\$35,022.08
489 YA Downtown Streetscape	\$1,450.00
490 4th Avenue Street Improvement	\$11,208.00
491 RAILROAD ST IMPROVEMENTS	\$463,934.90
493 Industrial Park Land (2nd Add)	\$58,139.80
601 WATER FUND	\$4,011.90
602 SEWER FUND	\$11,990.82
603 STORM WATER UTILITY	\$389.91
818 Escrow-Nordic Waste	\$646.00
832 DONATIONS - VFW	\$5,000.00
	<hr/>
	\$591,793.41



TO: Honorable Mayor Lagergren and City Council

FROM: Andrea Aukrust, City Administrator

DATE: September 23, 2024

SUBJECT: Personnel Committee Recommendation: Hiring of Kimberly Eggers for the Community and Economic Development Administrative Assistant position

The Personnel Committee recommends the hiring of Kimberly Eggers for the Community and Economic Development Administrative Assistant position.

- Previous Permit Experience
- Former Election Administrator at Carver County

The Personnel Committee recommends a Grade 6 Step 4 on the 2024 wage schedule.

Recommended Motion:

Consent Agenda item

Motion to approve the hiring of Kimberly Eggers for the position of Community and Economic Development Administrative Assistant at a Grade 6, Step 4 on the 2024 wage schedule.

Norwood Young America



TO: Mayor Lagergren and NYA City Council Members

FROM: Karen Hallquist, Community & Economic Development Director

DATE: September 23, 2024

RE: Approve Resolution 2024-42; Approving the Purchase Agreement Between the City of Norwood Young America and Norwood East LLC

Attached is the resolution and purchase agreement draft for the sale of Lot 1, Block 1 of the Tacoma West Industrial Park 6th Addition to Norwood East LLC. The purchase is for 4.004 acres of land for the full city-invested price of \$2.83/sf for a total of \$493,592.30. The proposed plan is to facilitate the construction of a new contractor operations building.

The Planning Commission and City Council have approved Norwood East LLC proposed plans and determined that they conform to the general plans for the development of Tacoma West Industrial Park 6th Addition and the City as described in the Comprehensive Plan.

Recommended Motion

Motion to approve Resolution 2024-42 Approving The Purchase Agreement Between The City of Norwood Young America and Norwood East LLC.

Norwood Young America

**CITY OF NORWOOD YOUNG AMERICA
RESOLUTION NO. 2024-42**

**RESOLUTION APPROVING THE PURCHASE AGREEMENT BETWEEN THE CITY OF
NORWOOD YOUNG AMERICA AND NORWOOD EAST LLC**

WHEREAS, the City of Norwood Young America, MN (the “City”) is the owner of that certain real estate in the City of Norwood Young America, County of Carver, and State of Minnesota, legally described on the attached Exhibit A (the “Property”); and

WHEREAS, Norwood East LLC, a Minnesota limited liability company has offered to purchase the Property from the City for the sum of \$493,592.30, subject to the terms of a written purchase agreement; and

WHEREAS, based upon direction provided by the City Council, the City Attorney and other City staff have worked with Norwood East LLC on the initial draft of the purchase agreement; and

WHEREAS, a copy of the purchase agreement is attached as Exhibit B (the “Purchase Agreement”); and

WHEREAS, the Purchase Agreement grants Norwood East LLC a right to terminate its obligation to the purchase of the Properties under certain circumstances, which the City Council finds is reasonable under the circumstances; and

WHEREAS, the City Council further finds it is in the best interests of the City and its residents to accept Norwood East LLC offer to purchase the Properties; and

WHEREAS, the City Council further finds the form of the Purchase Agreement is acceptable; and

WHEREAS, pursuant to Minnesota Statutes §462.356, subd. 2, the City Council further finds the sale of the Property has no relationship to the City’s comprehensive municipal plan and that the City may dispense with the requirements of Minnesota Statutes §462.356, subd. 2, to the extent such requirements apply; and

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

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The sale of the Properties to Norwood East LLC for the sum of \$493,592.30 is approved, subject to the terms of the Purchase Agreement.
3. The form of the Purchase Agreement is approved. Further, the City Administrator and the City Attorney are authorized to complete the exhibits attached to the Purchase Agreement and to make any revisions to the Purchase Agreement they deem necessary or desirable.
4. The Mayor and City Administrator/City Clerk are authorized to execute and deliver on behalf of the City, the Purchase Agreement and any other documents they deem necessary or desirable to meet the City’s obligations under the Purchase Agreement including, but not limited to, a limited warranty deed for the Properties. The execution of any document or instrument by the appropriate officers of the City shall be

conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

5. The City Administrator/City Clerk is authorized to expend funds to pay any costs allocated to the City under the Purchase Agreement or incurred to meet the City's obligations under the Purchase Agreement including, but not limited to, costs associated with title examination, title correction, transfer taxes, and closing costs.

Passed and adopted by the City Council of the City of Norwood Young America this 23rd day of September 2024.

Carol Lagergren, Mayor

ATTEST:

Mitchell Thiesfeld, City Clerk/Treasurer

EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, Tacoma West Industrial Park 6th Addition, County of Carver, State of Minnesota

EXHIBIT B

Purchase Agreement

(to be attached)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of this 23rd day of September, 2024 (the "Effective Date"), between City of Norwood Young America, a municipal corporation under the laws of the State of Minnesota ("Seller"), and Norwood East LLC, a corporation under the laws of the State of Minnesota, and/or assigns ("Buyer").

RECITALS

- A. Seller is the fee owner of one parcel of record legally described as Lot 1, Block 1, Tacoma West Industrial Park 6th Addition, Carver County, Minnesota, consisting of approximately 4.004 acres of land (together the "Property").
- B. Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and Buyer hereby agree as follows:

1. Sale of Property. Subject to compliance with the terms of this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from Seller.
2. Earnest Money. Within five (5) days after the date of full execution and delivery of this Agreement, Buyer shall deposit Forty nine thousand three hundred fifty nine dollars and twenty three cents \$49,359.23 (such deposit together with the interest earnings thereon is referred to herein as the "Earnest Money") to be deposited with and held in trust in an interest bearing account (all interest earned thereon shall be retained by Seller) by Old Republic National Title Insurance Company (the "Title Company") until applied to the Purchase Price at Closing (as defined in Section 6 below) or otherwise disbursed to Buyer or Seller as required in this Agreement. The Earnest Money shall be disbursed as follows as applicable:
 - (a) If Seller terminates this Agreement pursuant to Section 22 hereof because of Buyer's default, the Earnest Money, shall be disbursed to Seller upon such termination. If Buyer terminates this Agreement pursuant to Section 22 hereof because of Seller's default, the Earnest Money, shall be disbursed to Buyer upon such termination.
 - (b) If Buyer terminates this Agreement due to any casualty or condemnation pursuant to Section 13 hereof, the Earnest Money, shall be disbursed to Buyer upon such termination.
 - (c) If Buyer terminates this Agreement before or on the Contingency Date as provided in Section 4 hereof, the Earnest Money, shall be disbursed to Buyer upon such termination.

- (d) Notwithstanding anything contained herein, if Buyer proceeds to Closing, the Earnest Money shall be credited to the Purchase Price, and the Earnest Money shall be disbursed to Seller at Closing.

3. Purchase Price. The "Purchase Price" for the Property shall be Four hundred ninety-three thousand five hundred ninety-two dollars and thirty cents \$493,592.30. The Purchase Price, plus or minus any prorations contemplated hereunder, shall be paid at Closing as follows:

- (a) The disbursement of the Earnest Money to Seller; and
- (b) The balance of the Purchase Price shall be paid by wire transfer or other immediately available funds.

4. Contingencies. The Buyer's obligation to close on the transaction contemplated hereunder is contingent upon the occurrence of the events described below.

(a) On or before, ninety (90) days after the Effective Date (the "Contingency Date")

i. Title and Survey. The condition of title shall have been found acceptable to Buyer, or been made acceptable, in accordance with the requirements and terms of Section 5 below. The Contingency Date shall be extended as necessary as provided in Section 5(d) hereof.

ii. Testing, Investigation. Buyer shall have determined that it is satisfied, in Buyer's sole discretion, with the results of all matters disclosed by soil tests, soil borings, engineering inspections, structural and mechanical inspections, surveys, and any and all other reviews, tests or studies of the Property, including tests and inspections relating to asbestos and the adequacy of utilities available to the Property, all such tests, inspections and reviews to be obtained at Buyer's sole cost and expense. Seller shall allow Buyer, and Buyer's agents, access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same. In performing such investigation and testing Buyer shall make reasonable efforts to minimize any interference with the Property's operation. Buyer shall restore the Property to the condition it existed prior to the testing, and shall defend, indemnify, and hold Seller harmless from all costs and liens related to said testing. Buyer's obligations under this subpart (ii) shall survive termination and closing.

iii. Environmental Investigation. Buyer shall have determined that it is satisfied, in Buyer's sole discretion, with the results of all matters disclosed by hazardous waste and environmental reviews of the Property. Seller shall allow Buyer, and Buyer's agents, access to the

Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same. All such tests, inspections and reviews will be obtained at Buyer's sole cost and expense. Seller shall provide any Phase One Environmental Assessment in Seller's possession.

iv. Misc. Contingencies.

- Seller not being in default under the terms of this Agreement;
- Determination by Buyer that the Property is suitable for Development, in Buyer's sole discretion, for Buyer's planned use, including, but not limited to, signage; and

v. Document Review. Within 15 days of the Effective Date, Seller shall provide Buyer with true and correct copies of all documents and materials in Seller's possession relating to the Property, including but not limited to:

- Current and prior year's property tax statements;
- Any title evidence or survey of the Property;
- Written notices received from any governmental organization of any violation regarding operation of the Property;
- Engineering and environmental inspection reports, any environmental remediation plans, any no-action letters or other documentation relating to completion of environmental remediation at the Property;
- Phase I and Phase II reports, if any; and
- Soil tests, engineering reports, property condition reports, plans, site plans, surveys, title policies, real estate tax and assessment information, topographic data and reference points, service and maintenance contracts and records, and other pertinent documents related to the Property which may be reasonably requested to expedite Buyer's review of the Property.

The contingencies set forth in this Section 4 are for the sole benefit of the Buyer and Buyer shall be entitled to waive any and all components of such contingencies by written notice to Seller. If any contingency set forth in this Section 4 has not been satisfied on or before the Contingency Date, then this Agreement may be

terminated by Buyer with written notice to the Seller. Such notice of termination may be given at any time but no later than 5:00 p.m. central time on the Contingency Date.

Upon any such exercise of the right of termination, the Agreement shall be terminated, the Earnest Money shall be returned to Buyer, provided that Buyer provides evidence of payment of all work performed during its investigation and the Property has been restored to substantially the same condition as it was prior to Buyer's work, and the parties shall have no further obligations to each other except as to those obligations which specifically survive termination. If Buyer is unable to provide evidence of payment of all work performed during its investigation that part of the Earnest Money equal to one and one half times the amount of the claim outstanding shall continue to be held for a period of up to 140 days following termination to ensure all investigative work of Buyer and all restoration work from testing is completed to the satisfaction of the Seller and that no mechanic's liens are filed for the non-payment of labor provided and/or materials for improvements ordered or performed at the request of the Buyer during the inspection period. If Buyer does not terminate this Agreement on or before the Contingency Date, all Earnest Money shall become non-refundable except as otherwise provided by this Agreement.

UPON BUYER'S COMPLETION OF DUE DILIGENCE DURING THE INSPECTION PERIOD, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION WITHOUT FURTHER WARRANTY OR GUARANTEE FROM THE SELLER AFTER THE CONTINGENCY DATE.

5. Title.

- (a) Condition of Title. On the Closing Date, Seller shall be required to convey fee title to the Property to Buyer, subject to no liens, easements, encumbrances, conditions, reservations or restrictions other than the Permitted Encumbrances (as defined below).
- (b) Title Evidence. The following shall collectively constitute the "Title Evidence":
 - (i) Title Insurance Commitment. Buyer shall obtain, at Buyer's expense within 15 days after the Effective Date a commitment (the "Title Commitment") from the Title Company for an Owner's Policy of Title Insurance on a current ALTA form issued by an insurer licensed in Minnesota in an amount requested by Buyer. The Title Commitment shall be accompanied by copies of all documents listed on the Title Commitment or affecting the Property with proper searches for bankruptcies, judgments, liens and assessments. While Seller shall be responsible to pay all examination and commitment

fees, Buyer shall be responsible to pay the cost of the premium for the Title Policy and any endorsements to the Title Policy.

- (ii) Survey. Buyer shall have the right to obtain an ALTA/NSPS land title survey of the Property (the "Survey") within sixty (60) days after the Effective Date.
- (c) Buyer's Objections. Within 15 days after receiving the last of the Title Evidence, Buyer shall make written objections ("Objections") to the form and/or contents of the Title Evidence. Buyer's failure to make Objections within such time period will constitute waiver of objections. Any matter shown on such Title Evidence and not included in Buyer's Objections (other than existing mortgages, judgments or liens which may be satisfied by the payment of a fixed sum of money) shall be a "Permitted Encumbrance" hereunder.

The Buyer acknowledges and agrees that Seller shall have no obligation to cure the following encumbrances which shall be deemed Permitted Encumbrances:

- a. Building and zoning laws; and
 - b. platted utility and drainage easements.
- (d) Seller Cure Period. Seller shall have 30 days after receipt of the Objections to make reasonable good faith efforts to cure the Objections, during which period the Contingency Date will be extended and the Closing will be postponed if necessary. If the Objections are not cured within such 30-day period, Buyer's options will be to do the following: (i) terminate this Agreement by written notice to Seller and the Earnest Money shall be disbursed to Buyer; or (ii) waive the Objections and proceed to close.

6. Closing. The consummation of the purchase and sale transaction contemplated by this Agreement (the "Closing") shall occur on or before, the tenth (10th) day after the earlier of: (i) the expiration of the Contingency Period; and (ii) the date that Buyer satisfies all of the contingencies in Section 4 above (the "Closing Date"), at such place as Buyer and Seller may agree; provided, however, that Buyer shall have the option to extend the closing date for up to 90 days. Seller shall deliver possession of the Property to Buyer on the Closing Date.

7. Seller's Closing Obligations. On the Closing Date, Seller shall execute and/or deliver to Buyer the following items, which are referred to as "Seller's Closing

Documents.” Seller’s Closing Documents shall be duly executed and, where appropriate, be in recordable form.

- (a) Deed. A Limited Warranty Deed signed by Seller for the Property (the "Deed"), subject only to the Permitted Encumbrances, and subject to Buyer’s obligations under paragraph 25 hereof, which shall be called out in the Deed.
- (b) Bring Down Certificate. Deliver to Buyer an affidavit duly executed by Seller that reaffirms the truth and accuracy of Seller’s representations and warranties set forth in this Agreement as of the date of Closing.
- (c) Seller’s Affidavit. An Affidavit by Seller indicating that on the Closing Date, other than the Permitted Encumbrances, there are no outstanding, unsatisfied judgments, divorce proceedings, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics’ liens could be filed; and that there are no unrecorded interests in the Property.
- (d) FIRPTA Affidavit. A non-foreign affidavit as required by applicable law.
- (e) Authority. Deliver to Buyer such evidence as Buyer’s counsel and/or the Title Company may reasonably require as to the authority of the persons executing documents on behalf of Seller.
- (f) Other Documents. A closing statement and all other documents necessary to transfer the Property to Buyer free and clear of all encumbrances except for the Permitted Encumbrances and to allow the Title Company to record the Deed and issue the Title Insurance Policy required by this Agreement.
- (g) Possession. Possession of the Property free of possessions by Seller and others.

8. Buyer’s Closing Obligations. On the Closing Date, Buyer will execute and/or deliver to Seller the following, which (in the case of documents) are referred to as “Buyer’s Closing Documents.” Buyer’s Closing Documents shall be duly executed and, where appropriate, be in recordable form.

- (a) Purchase Price. Pursuant to Section 3 above, Buyer shall provide to Seller at closing the Purchase Price.
- (b) Title Policy. Title Company shall provide to Buyer a proforma title policy or a suitably marked up Title Commitment (as defined herein) initialed by the Title Company in the form required by this Agreement.

- (c) Authority. Deliver to Seller such evidence as the Title Company or Seller's counsel may reasonably require as to the authority of the persons executing documents on behalf of Buyer.
- (d) IRS Reporting Requirements. Deliver to Seller any agreements or information that may be necessary to comply with applicable transaction reporting requirements of the Internal Revenue Service or any other governmental agency.
- (e) Bring-down Certificate. Deliver to Seller an affidavit duly executed by Buyer that reaffirms the truth and accuracy of Buyer's representations and warranties set forth in this Agreement as of the date of Closing.
- (f) Other Documents. A closing statement and all other documents necessary to transfer the Property to Buyer and to allow the Title Company to record the Deed and issue the Title Insurance Policy required by this Agreement.

9. Costs and Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- (a) All real estate taxes due and payable for all years prior to Closing shall be paid by Seller. Seller and Buyer acknowledge that as of the date of this Agreement ~~there are the~~ current outstanding special assessments in the amount of \$268,597.93. These special assessments are reflected in the Purchase Price, and shall be paid out of Seller's proceeds. Real estate taxes for the year of Closing shall be prorated between Buyer and Seller based on the most recent tax bill, so that Seller pays that portion of the real estate taxes payable up to and including the Closing Date and Buyer pays that portion of the real estate taxes payable after the Closing Date. Buyer shall pay all real estate taxes due and payable in years following the Closing Date.
- (b) Seller shall pay all title charges for the issuance of the Title Commitment. Buyer shall pay for any Title Policy premium for the owner's policy of title insurance, including any requested endorsements.
- (c) Buyer shall pay all costs of recording the Deed and Seller shall pay for the cost of recording any other documents necessary to convey the Property as required by this Agreement.
- (d) Seller shall pay the deed tax.
- (e) Buyer and Seller shall each pay one-half of the closing fees of Title Company.
- (f) All utility bills, charges, and other operating costs of the Property (other than real estate taxes and special assessments) shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that portion of the bills, charges, and other operating costs due and payable on or before the Closing

Date and Buyer pays that portion of the bills, charges, and other operating costs due and payable after the Closing Date.

- (g) Each of the parties will pay its own attorneys' fees.

10. Operations Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall:

- (a) Operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including maintaining liability insurance in the forms and amounts in place on the Effective Date.
- (b) Not convey or otherwise transfer any of the Property without the consent of Buyer.
- (c) Not execute any contracts, leases or other agreements regarding the Property during the Executory Period that do not terminate on or before the Closing Date without the written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.
- (d) Promptly deliver to Buyer a copy of any notice, consent, waiver, request or other communication Seller receives from any public or private entity with respect to the Property.
- (e) Timely pay and discharge all bills and monetary obligations and timely and properly perform all of its obligations and commitments under all existing contracts and agreements pertaining to the Property, except as to amounts or obligations which Seller contests in good faith.
- (f) Not enter into any negotiations with or solicit any offer, inquiry or proposal from any other person with respect to the sale, merger or other acquisition of the Property.

11. Representations by Seller. Seller represents to Buyer as follows:

- (a) Authority. Seller has the requisite power and authority to enter into and perform this Agreement and those Seller's Closing Documents signed by it; the foregoing documents have been or will be duly executed and delivered; the execution, delivery and performance by Seller of such documents do not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter or any other agreements of any nature to which Seller is a party; such documents are or will be when signed valid and binding obligations of Seller and are enforceable in accordance with their terms.
- (b) Contracts. Seller has not entered into any contracts for the sale of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal, right of first offer or options to purchase the Property or any other rights or agreements that may delay

or prevent this transaction. No person or entity is entitled to possession of any of the Property other than Seller. There is in effect no contract or agreement relating to occupancy, management or operation of the Property that cannot be terminated on or prior to the Closing Date.

- (c) Compliance. To the best of Seller's knowledge, the Property is in compliance with applicable law, without the benefit of any "grandfathering" or similar variance. Seller has received no notice or complaint from any governmental agency or subdivision of a governmental agency of any legal or regulatory noncompliance related to the Property, including but not limited to noncompliance with health, safety, fire, electrical or building codes or environmental, zoning, planning or other land use requirements. Seller has received no notice of any default or breach of any covenants, conditions, restrictions or easements affecting the Property. Seller has not received any notice or complaint from any insurance underwriter relating to the condition or operation of the Property. If Seller receives any such notice at any time prior to Closing, Seller shall notify Buyer of such notice and, at Buyer's request, provide a copy of such notice, if in writing, to Buyer.
- (d) Mechanic's Liens. There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made or with respect to which a construction lien may be filed against the Property.
- (e) Proceedings: Litigation. There are no existing proceedings, or, to the best of Seller's knowledge, any threatened proceedings that would affect the Property or the use thereof by Buyer, either administrative or judicial, and there is no litigation or condemnation proceeding pending, or, to the best of Seller's knowledge, threatened, that would affect the Property or the use thereof by Buyer. Seller has received no notice of and has no knowledge of any pending special assessments against the Property, and there is presently no real estate tax protest or similar tax abatement proceeding pending with respect to the Property.
- (f) Other Agreements. There is no unrecorded note, mortgage, security agreement, or other agreement affecting the Property that requires the consent of any party (or Seller shall provide such consent if necessary at its expense) or requires a change in the terms and conditions of the underlying financing as a result of the sale contemplated by this Agreement, and that there are no defaults existing in any such agreements affecting the Property.
- (g) Hazardous Materials. Seller has not stored, released, disposed of, nor permitted any other party to store, release or dispose of, and to the best of Seller's actual knowledge there has not been any storage, release or disposal of, any Hazardous Material in, on, about or from the Property, and Seller has no knowledge of the existence in, on or about the Property of any Hazardous Material. For purposes of this subpart (g), the term

“knowledge”, shall refer to the actual knowledge of City Representative. The term “Hazardous Materials” means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products, and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by, any federal, state, county, municipal, local or other statute, ordinance or regulation that relates to or deals with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, but not limited to, the Comprehensive Environmental Response and Liability Act of 1980 (“CERCLA”), 42 U.S.C. § 9601, as amended.

- (h) Wells; Septic; Storage Tanks. There are no wells or individual sewage treatment systems located on the Property, and there are no underground or above ground storage tanks in, on or about the Property.
- (i) Documents True and Correct. All documents delivered by Seller to Buyer in connection with the Property are true, complete and correct in all material respects.
- (j) Private Restrictions. To the best of Seller’s knowledge and except as disclosed in the Title Commitment;, there are no and will be no private restrictions that affect the uses that may be made of the Property by Buyer, including but not limited to agreements to subject architectural plans to an association or other group; and provisions requiring the joining with others in group actions.
- (k) Beneficial Easements, Licenses and Permits. There are no beneficial easements, licenses or permits that are owned or possessed by Seller that are necessary or useful for the operation of the Property that are not being conveyed pursuant to this Agreement.
- (l) Methamphetamine Disclosure. To the best of Seller’s knowledge, methamphetamine production has not occurred on the Property.

Each of the representations and warranties herein contained shall survive the closing or the early termination of this Agreement and shall not merge into the Deed. Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will not constitute a waiver or release by Buyer of any claims due to such breach. Seller’s representations and warranties contained in this Section must be accurate in all material respects now and on the Closing Date as if made on the Closing Date.

12. Representations by Buyer.

- a. Authority. Buyer represents and warrants to Seller that Buyer has the requisite power and authority to enter into this Agreement and Buyer’s Closing Documents signed by it; such documents have been duly authorized by all necessary action on

the part of Buyer and have been duly executed and delivered; that the execution, delivery and performance by Buyer of such documents do not conflict with or result in violation of any judgment, order or decree of any court or arbiter to which Buyer is a party; such documents are valid and binding obligations of Buyer, and are enforceable in accordance with their terms. Each of the representations and warranties herein contained shall survive the closing or the early termination of this Agreement and shall not merger into the Deed. Consummation of this Agreement by Seller with knowledge of any such breach by Buyer will not constitute a waiver or release by Seller of any claims due to such breach.

13. Casualty; Condemnation.

- (a) Casualty. The risk of loss from any casualty shall remain with Seller until the Closing, and Seller agrees to maintain insurance on the Property in the form and amount in place on the Effective Date through the Closing. If, prior to the Closing Date, any casualty occurs with respect to all or any material portion of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within 30 days after Seller's notice), as Buyer's remedy, either (i) this Agreement shall terminate and the Earnest Money returned to Buyer, including accrued interest, in which event neither party will have further obligations under this Agreement, or (ii) the Purchase Price shall be reduced by an amount equal to the estimated cost to repair the Property less any insurance proceeds paid to Buyer at Closing. If Buyer does not give such notice within 30 days, then there shall be no reduction in the Purchase Price, and Seller shall pay to Buyer on the Closing Date all of such insurance proceeds or, if the amount of insurance proceeds is not yet known, Seller shall (i) pay to Buyer on the Closing Date a reasonable estimate of such insurance proceeds, (ii) assign to Buyer on the Closing Date all of Seller's right, title and interest in and to any remaining insurance proceeds and obtain any necessary consents of Seller's lenders and insurance agent to such assignment, and (iii) use its best efforts to ensure that Buyer receives such remaining insurance proceeds, including, but not limited to, working directly with its insurer to obtain the rmainning insurance proceeds.
- (b) Condemnation. If, prior to the Closing Date, any eminent domain proceedings are commenced against all or any portion of the Property, at Buyer's option (to be exercised within 30 days after Seller's notice), as Buyer's sole remedy, this Agreement shall terminate and the Earnest Money returned to Buyer, in which event neither party will have further obligations under this Agreement. If Buyer does not give such notice within 30 days, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer on the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior

written consent, which consent shall not be delayed or withheld unreasonably.

14. Brokers' Commission. Seller and Buyer represent and warrant that they have not been involved with any real estate brokers or agents on its behalf in connection with the transaction contemplated under this Agreement and that no commissions or costs are owed or being paid to any real estate broker or agent in connection with this transaction. Each of the parties agrees to indemnify and hold the other party harmless from any losses, liabilities or expenses (including reasonable attorney's fees) incurred by the other party in connection with any claim by any third party or brokerage commission or fees relative to this Agreement for the sale of the Property. Seller's and Purchaser's obligations under this Section 14 shall survive Closing or any termination of this Agreement.

15. Survival. All of the terms of this Agreement will survive and be enforceable after the Closing and delivery of the Deed.

16. Notices. Any notice required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to the receiving party (or any officer of such party), or (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: City of Norwood Young America
Attn: City Administrator
310 Elm St. W.
Norwood Young America, MN 55368

with a copy: Rupp, Anderson, Squires & Waldspurger
Attn: Jay Squires
333 South Seventh St., Ste. 2800
Minneapolis, MN 55402

If to Buyer: Norwood East LLC
c/o Chris Pass
1201 6th St S
Hopkins, MN 55343

with a copy: Attorney John Biglow
331 2nd Ave S #895
Minneapolis, MN 55401

Notices shall be deemed effective on the date of receipt. For purposes of this Agreement, any notice shall be deemed to be received on the same day as sent with respect to hand delivery or e-mail delivery, shall be deemed to be received on the first business day after the date sent with respect to delivery by overnight courier, and shall be deemed to be received on the third business

day after the date sent with respect to delivery by mail. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, at least 10 days prior to the effective date of such change.

17. Entire Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property. There are no verbal or written side agreements that change this Agreement.

18. Amendment; Waiver. No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by all parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right or as a waiver of such right in a later or separate instance.

19. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.

20. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation and effect.

21. Assignment. Buyer may assign its rights under this Agreement with the consent of Seller, which will not be unreasonable withheld, conditioned or delayed. Seller may not assign its rights under this Agreement without Buyer's consent.

22. Remedies. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving thirty (30) days advance written notice to Buyer in the manner required by this Agreement. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and Seller shall be entitled to receive the Earnest Money as liquidated damages. The termination of this Agreement and the receipt of the Earnest Money will be the sole remedies available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement, Buyer's sole options are to either bring an action for specific performance or to terminate this Agreement upon written notice to Seller and receive the Earnest Money.

23. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

24. Time of the Essence. Time is of the essence with respect to all dates, deadlines and other terms and conditions under this Agreement.

25. Development of Property and Proof of Financing. Buyer shall also, within ~~two~~ (2) one years of the date of this Agreement, obtain necessary city approvals to begin and diligently pursue construction of its proposed building expansion. As a condition of closing of this

Agreement. Buyer shall provide to Seller a letter from Buyer's financial institution confirming that it is willing to fund Seller's proposed building expansion. The letter shall be on terms and in a form acceptable to Seller.

SELLER:

CITY OF NORWOOD YOUNG AMERICA

By: _____

Its: Mayor

By: _____

Its: City Administrator

BUYER:

Norwood East LLC

By:  _____

Chris Pass

Its: *Owner*



TO: Mayor Lagergren and Council Members

FROM: Andrea Aukrust, City Administrator

DATE: September 23, 2024

RE: Resolution 2024-43 A Resolution Providing for the Issuance and Sale of General Obligation Improvement and Utility Revenue Bonds, Series 2024B, in the Proposed Aggregate Principal Amount of \$2,620,000

Nick Anhut from Ehlers and Associates will attend the council meeting to discuss the sale of the GO Improvement and Utility Revenue Bonds.

Recommended Motion:

Motion to Approve Resolution No. 2024-43, A Resolution Providing for the Issuance and Sale of General Obligation Improvement and Utility Revenue Bonds, Series 2024B, in the Proposed Aggregate Principal Amount of \$2,620,000; Fixing their Form and Specifications; Directing Their Execution and Delivery; and Providing for their Payment

Extract of Minutes of Meeting
of the City Council of the
City of Norwood Young America, Carver County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Norwood Young America, Minnesota, was duly held in City Hall in said City on Monday, September 23, 2024, commencing at 6:00 p.m.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The following resolution was presented by Councilmember _____, who moved its adoption:

RESOLUTION NO. 2024-43

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION IMPROVEMENT AND UTILITY
REVENUE BONDS, SERIES 2024B, IN THE PROPOSED
AGGREGATE PRINCIPAL AMOUNT OF \$2,620,000**

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

Section 1. Authorization.

1.01. Improvement Bonds.

(a) Certain assessable public improvements within the City, including street improvements (the “Assessable Improvements”) associated with the street and utility project designated as the Railroad Street Improvement Project in the City (the “Project”), have been made, duly ordered or contracts let for the construction thereof pursuant to the provisions of Minnesota Statutes, Chapters 429 and 475, as amended (the “Improvement Act”).

(b) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the aggregate principal amount of \$1,335,000 (the “Improvement Bonds”), pursuant to the Improvement Act, to provide financing for the Assessable Improvements.

1.02. Sanitary Sewer Revenue Bonds.

(a) The City engineer has recommended the construction of various improvements to the City’s sanitary sewer system (the “Sanitary Sewer Improvements”) as part of the Project pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (the “Utility Revenue Act”), and Section 115.46, as amended (the “Sanitary Sewer Act”).

(b) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the aggregate principal amount of \$280,000 (the “Sanitary Sewer Revenue Bonds”), pursuant to the Utility Revenue Act and the Sanitary Sewer Act, to provide financing for the Sanitary Sewer Improvements.

1.03. Storm Water Revenue Bonds.

(a) The City engineer has recommended the construction of various improvements to the City’s storm water system (the “Storm Water Improvements”) as part of the Project pursuant to the Utility Revenue Act.

(b) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the aggregate principal amount of \$520,000 (the “Storm Water Revenue Bonds”), pursuant to the Utility Revenue Act, to provide financing for the Storm Water Improvements.

1.04. Water Revenue Bonds.

(a) The City engineer has recommended the construction of various improvements to the City's and water system (the "Water Improvements") as part of the Project pursuant to the Utility Revenue Act.

(b) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the aggregate principal amount of \$485,000 (the "Water Revenue Bonds"), pursuant to the Utility Revenue Act, to provide financing for the Water Improvements.

1.05. Issuance of Bonds.

(a) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Improvement and Utility Revenue Bonds, Series 2024B (the "Bonds"), in the proposed aggregate principal amount of \$2,620,000, pursuant to the Improvement Act, the Utility Revenue Act, and the Sanitary Sewer Act (collectively, the "Act"), to provide financing for the construction of the Assessable Improvements, the Sanitary Sewer Improvements, the Storm Water Improvements, and the Water Improvements.

(b) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

Section 2. Sale of Bonds. To provide funds to finance the Assessable Improvements, the Sanitary Sewer Improvements, the Storm Water Improvements, and the Water Improvements, the City will therefore issue and sell the Bonds in the proposed aggregate principal amount of \$2,620,000. The principal amount of the Bonds is subject to adjustment in accordance with the official Terms of Proposal to be prepared in connection with the offering and the sale of the Bonds.

Section 3. Authority of Municipal Advisor. Ehlers and Associates, Inc. (the "Municipal Advisor") is authorized and directed to negotiate the sale of the Bonds. The City Council will meet on Monday, October 28, 2024, or another date selected by City staff, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

Section 4. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the City ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

Section 5. Covenants. In the resolution awarding the sale of the Bonds, the City Council will set forth the covenants and undertakings required by the Act.

Section 6. Official Statement. In connection with the sale of the Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to deliver it on behalf of the City upon its completion.

Section 7. Reimbursement. The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; the City expects to incur certain expenditures with respect to the Assessable Improvements, the Sanitary Sewer Improvements, the Storm Water Improvements, and the Water Improvements that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds. The City hereby declares its intent to reimburse certain costs of the Assessable Improvements, the Sanitary Sewer Improvements, the Storm Water Improvements, and the Water Improvements from proceeds of the Bonds (the “Declaration”) in an amount not to exceed \$2,620,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations, or expenditures that otherwise meet the requirements of the Reimbursement Regulations. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Assessable Improvements, the Sanitary Sewer Improvements, the Storm Water Improvements, and the Water Improvements and the principal amount of the Bonds described herein are consistent with the City’s budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City’s budget or financial policies to pay such expenditures. This Declaration is intended to constitute a declaration of official intent for purposes of the reimbursement regulations.

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

The motion for the adoption of the foregoing resolution was duly seconded by Member _____,
and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Approved by the City Council of the City of Norwood Young America, Minnesota this 23rd day of September, 2024.

Carol Lagergren, Mayor

ATTEST:

Mitchell Thiesfeld, City Clerk-Finance Director

STATE OF MINNESOTA)
)
COUNTY OF CARVER) SS.
)
CITY OF NORWOOD YOUNG AMERICA)

I, the undersigned, being the duly qualified City Clerk-Finance Director of the City of Norwood Young America, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on September 23, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the City’s General Obligation Improvement and Utility Revenue Bonds, Series 2024B, in the proposed aggregate principal amount of \$2,620,000.

WITNESS My hand officially as such City Clerk-Finance Director and the corporate seal of the City this 23 day of September, 2024.

City Clerk-Finance Director
City of Norwood Young America, Minnesota

(SEAL)



Preliminary Schedule of Events for 2024B Series of Bonds:

ASAP	Ehlers provides Staff a revised General Certificate requesting information for preparation of the 2024B Bond offering document
September 9th	Preliminary bond project(s) and funding amounts confirmed with City staff (Railroad Street Improvements)
September 17 th	Ehlers 2024B Bonds finance plan and draft resolution setting a bond sale submitted to Staff
September 23 rd	Council reviews finance plan for consideration of Set Sale Resolution; Bond sale authorized for October 28, 2024
By Sept 27, 2024	General Certificate returned
By Oct 8, 2024	Ehlers circulates draft offering documents to Staff and Bond Counsel for review
Week of Oct 14th	Rating call with Standard and Poor's to discuss 2024B Bonds and updated credit analysis (call requirement at discretion of rating analyst)
Week of Oct 14th	Due Diligence Call to review Bond offering documents
October 17, 2024	Bond offering documents distributed to the marketplace
October 21, 2024	Bond Counsel provides form of bond award resolution for Council packets
October 24, 2024	Credit Rating confirmations released
October 28, 2024	Bond sale - bids received; award resolution finalized and presented to Council for formal adoption
Nov 4–8 th	Ehlers finalizes and distributes offering documents; draft closing certificates circulated by Bond Counsel for review and execution
Week of Nov 4 th	Ehlers prepares draft closing memo and confirms wiring instructions for closing
November 14, 2024	Bond closing; funds wired to City account for the project

September 23, 2024

PRE-SALE REPORT FOR

City of Norwood Young America, Minnesota

\$2,620,000 General Obligation Improvement and Utility Bonds, Series 2024B



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Nick Anhut, Senior Municipal Advisor
Dan Tienter, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$2,620,000 General Obligation Improvement and Utility Bonds, Series 2024B (the "Bonds")

Purposes:

The proposed issue includes tax-exempt financing for the street and utility components of the Railroad Street Improvements Project. Inclusive of estimated financing costs, the Bonds will be allocated as follows:

- \$1,335,000 Improvements Portion for street costs. Debt service will be paid from a combination of special assessments and taxes levied for collection starting in 2025.
- \$280,000 Sewer utility portion of the project costs. Debt service will be paid from sanitary sewer system revenues.
- \$520,000 Stormwater utility portion of the project costs. Debt service will be paid from the city's stormwater fee revenues.
- \$485,000 Water utility portion of the project costs. Debt service will be paid from watermain system revenues.

Authority:

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged. The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 429 (Improvements Portion)
- 444 (Sewer, Stormwater and Water Portions)
- 475 (General Statutory Bonding Authority)

Under the provisions of Chapter 429, the Improvements Portion of the Bonds can be a general obligation without requiring a referendum or count against the City's debt limit because the City is assessing at least 20% of the funded costs.

Chapter 444 allows cities to issue debt for utility system improvements without limitation as long as the debt service is expected to be paid from utility system revenues.

Term/Call Feature:

The Bonds are being issued for a term of 15 years, two months. Principal on the Bonds will be due on February 1 in the years 2026 through 2040. Interest will be due every six months beginning August 1, 2025.

The Bonds will be offered with a call provision allowing prepayment without penalty at the discretion of the City starting February 1, 2033 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market, which can result in lower interest rates.

Credit Rating:

A credit rating provides an independent opinion of risk and can help differentiate the Bonds among other offerings in the marketplace. The City’s most recent bond issues were rated by S&P Global Ratings. The current rating on those bonds is “AA.” The City will request a new evaluation to apply that rating to the Bonds’ offering.

If the winning bidder on the Bonds elects to purchase bond insurance within the parameters of their bid, the rating for the issue may be higher than the City’s bond rating in the event that the credit rating of the insurer is higher than that of the City.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks across the market.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance will be used to reduce the final borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium” and the net amount will be paid to the City as additional proceeds for the projects.

The amount of premium varies, but it is not uncommon to see premiums for new issues in the range of 2.0% to 10.0% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000. The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

For this issue of Bonds we have been directed to use the net premium to reduce the size of the issue and fund only the anticipated project amounts. The resulting adjustments may slightly change the final calculation of true interest cost of the issue amount, but will not change the pricing of the original bid.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no viable refunding opportunities to consider at this time. As part of our engagement with the City, we will continue to monitor the market and call dates for the City's outstanding debt to alert you to any future refunding opportunities as they arise.

Continuing Disclosure:

As part of the terms of the Bonds, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and uses Ehlers to prepare and file the reports.

Arbitrage Monitoring:

To maintain the tax-exempt status of the Bonds, the City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue. These Arbitrage Rules apply to amounts held in construction and debt service accounts, along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exceptions to the Arbitrage Rules by meeting 1) spend down requirements, 2) bona fide debt service fund limits, 3) investment yield restrictions, or 4) de minimis rules. An Ehlers arbitrage expert will contact the City after the sale date to review the City's specific responsibilities within the Tax Compliance Document for the Bonds.

Investment of Bond Proceeds:

Subject to the Arbitrage Rules and Tax Compliance Document mentioned above, the City may maximize the fund opportunity for its projects by temporarily investing the proceeds until the funds are needed to pay for construction expenses.

As a Registered Investment Advisor, Ehlers will be standing by and available to assist the City in developing a strategy to invest your Bond proceeds within the objectives of the City's financial policies and practices.

Risk Factors:

Special Assessments and Utility Revenues: The proposed Bonds' sizing and repayment structure anticipates special assessment and utility revenues providing for portions of the debt service. Although not anticipated, if the City's future special assessment or utility

collections fall short, the City may need to use other general revenues or adjust the debt service levy to make up for the shortfall amount.

Further, the Improvements Portion of the Bonds assumes the city will levy \$267,750 of special assessments for collection starting in 2025. If the City receives a significant amount of pre-paid assessments or subsequently reduces the amount, it may need to adjust the pledged debt service levy to make up for changes to the expected assessment revenues.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. Please contact us if you have any questions pertaining to the identified service providers or would like to use a different service provider for any of the listed services.

Bond Counsel: Kennedy & Graven, Chartered

Paying Agent: Bond Trust Services Corporation

Rating Agency: Standard & Poor's Global Ratings (S&P)

Basis for Recommendation:

Based on our advisory relationship and the City's communicated objectives; financial situation; risk tolerance; liquidity needs; experience with the issuance of municipal securities and tax status considerations related to the Bonds; and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option to fund the City's Railroad Street Improvements Project.

Summary:

The decisions to be made by the City Council are to accept or modify the finance assumptions described in this report in consideration of a resolution provided by the City's Bond Attorney to establish an October 28, 2024 bond sale date.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	September 23, 2024
Conference with Rating Agency:	Week of October 7 th
Due Diligence Call to Review Official Statement:	Week of October 14 th
Distribute Official Statement:	By October 17, 2024
City Council Meeting to Award Sale of the Bonds:	October 28, 2024
Estimated Closing Date:	November 21, 2024

Attachments

Estimated Sources and Uses of Funds

Estimated Debt Service Schedules and Levy Calculation

EHLERS' CONTACTS

Nick Anhut, Senior Municipal Advisor	(651) 697-8507
Dan Tienter, Municipal Advisor	(651) 697-8537
Tess Kuhn, Public Finance Analyst	(651) 697-8518
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Norwood Young America, Minnesota

\$2,620,000 General Obligation Improvement & Utility Bonds, Series 2024B

Issue Summary

Assuming Current GO BQ "AA" Market Rates plus 25bps

Estimated Sources And Uses

Dated 11/14/2024 | Delivered 11/14/2024

	Improvements	Water	Sewer	Stormwater	Issue Summary
Sources Of Funds					
Par Amount of Bonds	\$1,335,000.00	\$485,000.00	\$280,000.00	\$520,000.00	\$2,620,000.00
Other contributions	78,000.00	-	-	-	78,000.00
Total Sources	\$1,413,000.00	\$485,000.00	\$280,000.00	\$520,000.00	\$2,698,000.00
Uses Of Funds					
Total Underwriter's Discount (1.200%)	16,020.00	5,820.00	3,360.00	6,240.00	31,440.00
Costs of Issuance	33,629.77	12,217.56	7,053.43	13,099.24	66,000.00
Deposit to Project Construction Fund	1,363,185.00	465,227.00	269,192.00	498,946.00	2,596,550.00
Rounding Amount	165.23	1,735.44	394.57	1,714.76	4,010.00
Total Uses	\$1,413,000.00	\$485,000.00	\$280,000.00	\$520,000.00	\$2,698,000.00

City of Norwood Young America, Minnesota

\$2,620,000 General Obligation Improvement & Utility Bonds, Series 2024B

Issue Summary

Assuming Current GO BQ "AA" Market Rates plus 25bps

Estimated Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/14/2024	-	-	-	-	-
08/01/2025	-	-	58,795.89	58,795.89	-
02/01/2026	140,000.00	2.900%	41,180.00	181,180.00	239,975.89
08/01/2026	-	-	39,150.00	39,150.00	-
02/01/2027	155,000.00	2.900%	39,150.00	194,150.00	233,300.00
08/01/2027	-	-	36,902.50	36,902.50	-
02/01/2028	160,000.00	2.900%	36,902.50	196,902.50	233,805.00
08/01/2028	-	-	34,582.50	34,582.50	-
02/01/2029	165,000.00	2.850%	34,582.50	199,582.50	234,165.00
08/01/2029	-	-	32,231.25	32,231.25	-
02/01/2030	165,000.00	2.900%	32,231.25	197,231.25	229,462.50
08/01/2030	-	-	29,838.75	29,838.75	-
02/01/2031	175,000.00	3.000%	29,838.75	204,838.75	234,677.50
08/01/2031	-	-	27,213.75	27,213.75	-
02/01/2032	180,000.00	3.050%	27,213.75	207,213.75	234,427.50
08/01/2032	-	-	24,468.75	24,468.75	-
02/01/2033	185,000.00	3.100%	24,468.75	209,468.75	233,937.50
08/01/2033	-	-	21,601.25	21,601.25	-
02/01/2034	195,000.00	3.150%	21,601.25	216,601.25	238,202.50
08/01/2034	-	-	18,530.00	18,530.00	-
02/01/2035	195,000.00	3.200%	18,530.00	213,530.00	232,060.00
08/01/2035	-	-	15,410.00	15,410.00	-
02/01/2036	170,000.00	3.250%	15,410.00	185,410.00	200,820.00
08/01/2036	-	-	12,647.50	12,647.50	-
02/01/2037	175,000.00	3.350%	12,647.50	187,647.50	200,295.00
08/01/2037	-	-	9,716.25	9,716.25	-
02/01/2038	175,000.00	3.400%	9,716.25	184,716.25	194,432.50
08/01/2038	-	-	6,741.25	6,741.25	-
02/01/2039	185,000.00	3.450%	6,741.25	191,741.25	198,482.50
08/01/2039	-	-	3,550.00	3,550.00	-
02/01/2040	200,000.00	3.550%	3,550.00	203,550.00	207,100.00
Total	\$2,620,000.00	-	\$725,143.39	\$3,345,143.39	-

Yield Statistics

Bond Year Dollars	\$22,305.39
Average Life	8.514 Years
Average Coupon	3.2509785%
Net Interest Cost (NIC)	3.3919310%
True Interest Cost (TIC)	3.4066910%
Bond Yield for Arbitrage Purposes	3.2384904%
All Inclusive Cost (AIC)	3.7693463%

IRS Form 8038

Net Interest Cost	3.2509785%
Weighted Average Maturity	8.514 Years

City of Norwood Young America, Minnesota

\$2,620,000 General Obligation Improvement & Utility Bonds, Series 2024B

Issue Summary

Assuming Current GO BQ "AA" Market Rates plus 25bps

Estimated FY Debt Service Schedule and Levy Calculation

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Less: Assessments	Less: Water Revenue	Less: Sewer Revenue	Less: Storm Revenue	Levy Calc.
02/01/2025	-	-	-	-	-	-	-	-	-	-
02/01/2026	140,000.00	2.900%	99,975.89	239,975.89	251,974.68	34,506.66	45,767.05	27,023.69	47,207.34	97,469.94
02/01/2027	155,000.00	2.900%	78,300.00	233,300.00	244,965.00	34,506.67	41,566.88	24,580.50	48,003.38	96,307.58
02/01/2028	160,000.00	2.900%	73,805.00	233,805.00	245,495.25	34,506.66	46,055.63	24,123.75	47,089.88	93,719.34
02/01/2029	165,000.00	2.850%	69,165.00	234,165.00	245,873.25	34,506.65	45,142.13	23,667.00	46,176.38	96,381.10
02/01/2030	165,000.00	2.900%	64,462.50	229,462.50	240,935.63	34,506.65	44,244.38	23,218.13	45,278.63	93,687.85
02/01/2031	175,000.00	3.000%	59,677.50	234,677.50	246,411.38	34,506.67	43,330.88	28,011.38	44,365.13	96,197.33
02/01/2032	180,000.00	3.050%	54,427.50	234,427.50	246,148.88	34,506.66	42,385.88	27,381.38	48,670.13	93,204.84
02/01/2033	185,000.00	3.100%	48,937.50	233,937.50	245,634.38	34,506.66	41,425.13	26,740.88	47,549.25	95,412.47
02/01/2034	195,000.00	3.150%	43,202.50	238,202.50	250,112.63	34,506.66	45,698.63	26,089.88	46,410.00	97,407.47
02/01/2035	195,000.00	3.200%	37,060.00	232,060.00	243,663.00	34,506.65	44,541.00	25,428.38	45,252.38	93,934.60
02/01/2036	170,000.00	3.250%	30,820.00	200,820.00	210,861.00	-	43,365.00	24,756.38	49,326.38	93,413.25
02/01/2037	175,000.00	3.350%	25,295.00	200,295.00	210,309.75	-	42,170.63	24,073.88	47,961.38	96,103.88
02/01/2038	175,000.00	3.400%	19,432.50	194,432.50	204,154.13	-	40,939.50	23,370.38	46,554.38	93,289.88
02/01/2039	185,000.00	3.450%	13,482.50	198,482.50	208,406.63	-	44,940.00	22,656.38	45,126.38	95,683.88
02/01/2040	200,000.00	3.550%	7,100.00	207,100.00	217,455.00	-	43,491.00	27,181.88	48,927.38	97,854.75
Total	\$2,620,000.00	-	\$725,143.39	\$3,345,143.39	\$3,512,400.56	\$345,066.59	\$655,063.68	\$378,303.82	\$703,898.34	\$1,430,068.14

Significant Dates

Dated	11/14/2024
First Coupon Date	8/01/2025

Yield Statistics

Bond Year Dollars	\$22,305.39
Average Life	8.514 Years
Average Coupon	3.2509785%
Net Interest Cost (NIC)	3.3919310%
True Interest Cost (TIC)	3.4066910%
Bond Yield for Arbitrage Purposes	3.2384904%
All Inclusive Cost (AIC)	3.7693463%



City of Norwood Young America, Minnesota

\$1,335,000 General Obligation Improvement & Utility Bonds, Series 2024B
Improvements Portion

FY Debt Service Schedule and Levy Calculation

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Less: Assessments	Levy Calc.
02/01/2025	-	-	-	-	-	-	-
02/01/2026	75,000.00	2.900%	50,692.00	125,692.00	131,976.60	34,506.66	97,469.94
02/01/2027	85,000.00	2.900%	39,585.00	124,585.00	130,814.25	34,506.67	96,307.58
02/01/2028	85,000.00	2.900%	37,120.00	122,120.00	128,226.00	34,506.66	93,719.34
02/01/2029	90,000.00	2.850%	34,655.00	124,655.00	130,887.75	34,506.65	96,381.10
02/01/2030	90,000.00	2.900%	32,090.00	122,090.00	128,194.50	34,506.65	93,687.85
02/01/2031	95,000.00	3.000%	29,480.00	124,480.00	130,704.00	34,506.67	96,197.33
02/01/2032	95,000.00	3.050%	26,630.00	121,630.00	127,711.50	34,506.66	93,204.84
02/01/2033	100,000.00	3.100%	23,732.50	123,732.50	129,919.13	34,506.66	95,412.47
02/01/2034	105,000.00	3.150%	20,632.50	125,632.50	131,914.13	34,506.66	97,407.47
02/01/2035	105,000.00	3.200%	17,325.00	122,325.00	128,441.25	34,506.65	93,934.60
02/01/2036	75,000.00	3.250%	13,965.00	88,965.00	93,413.25	-	93,413.25
02/01/2037	80,000.00	3.350%	11,527.50	91,527.50	96,103.88	-	96,103.88
02/01/2038	80,000.00	3.400%	8,847.50	88,847.50	93,289.88	-	93,289.88
02/01/2039	85,000.00	3.450%	6,127.50	91,127.50	95,683.88	-	95,683.88
02/01/2040	90,000.00	3.550%	3,195.00	93,195.00	97,854.75	-	97,854.75
Total	\$1,335,000.00	-	\$355,604.50	\$1,690,604.50	\$1,775,134.73	\$345,066.59	\$1,430,068.14

Significant Dates

Dated	11/14/2024
First Coupon Date	8/01/2025

Yield Statistics

Bond Year Dollars	\$10,990.54
Average Life	8.233 Years
Average Coupon	3.2355503%
Net Interest Cost (NIC)	3.3813120%
True Interest Cost (TIC)	3.3960685%
Bond Yield for Arbitrage Purposes	3.2384904%
All Inclusive Cost (AIC)	3.7693689%

City of Norwood Young America, Minnesota

\$267,750 Assessments

10 Years

Rate = TIC plus 1.5% - Equal P&I

Assessment Revenues

Date	Principal	Coupon	Interest	Total P+I
12/31/2025	21,386.91	4.900%	13,119.75	34,506.66
12/31/2026	22,434.87	4.900%	12,071.80	34,506.67
12/31/2027	23,534.18	4.900%	10,972.48	34,506.66
12/31/2028	24,687.35	4.900%	9,819.30	34,506.65
12/31/2029	25,897.03	4.900%	8,609.62	34,506.65
12/31/2030	27,165.99	4.900%	7,340.68	34,506.67
12/31/2031	28,497.12	4.900%	6,009.54	34,506.66
12/31/2032	29,893.48	4.900%	4,613.18	34,506.66
12/31/2033	31,358.26	4.900%	3,148.40	34,506.66
12/31/2034	32,894.81	4.900%	1,611.84	34,506.65
Total	\$267,750.00	-	\$77,316.59	\$345,066.59

Significant Dates

Filing Date	1/01/2025
First Payment Date	12/31/2025

City of Norwood Young America, Minnesota

\$485,000 General Obligation Improvement & Utility Bonds, Series 2024B

Water Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Water Revenue 105% Coverage
02/01/2025	-	-	-	-	-
02/01/2026	25,000.00	2.900%	18,587.67	43,587.67	45,767.05
02/01/2027	25,000.00	2.900%	14,587.50	39,587.50	41,566.88
02/01/2028	30,000.00	2.900%	13,862.50	43,862.50	46,055.63
02/01/2029	30,000.00	2.850%	12,992.50	42,992.50	45,142.13
02/01/2030	30,000.00	2.900%	12,137.50	42,137.50	44,244.38
02/01/2031	30,000.00	3.000%	11,267.50	41,267.50	43,330.88
02/01/2032	30,000.00	3.050%	10,367.50	40,367.50	42,385.88
02/01/2033	30,000.00	3.100%	9,452.50	39,452.50	41,425.13
02/01/2034	35,000.00	3.150%	8,522.50	43,522.50	45,698.63
02/01/2035	35,000.00	3.200%	7,420.00	42,420.00	44,541.00
02/01/2036	35,000.00	3.250%	6,300.00	41,300.00	43,365.00
02/01/2037	35,000.00	3.350%	5,162.50	40,162.50	42,170.63
02/01/2038	35,000.00	3.400%	3,990.00	38,990.00	40,939.50
02/01/2039	40,000.00	3.450%	2,800.00	42,800.00	44,940.00
02/01/2040	40,000.00	3.550%	1,420.00	41,420.00	43,491.00
Total	\$485,000.00	-	\$138,870.17	\$623,870.17	\$655,063.68

Significant Dates

Dated	11/14/2024
First Coupon Date	8/01/2025

Yield Statistics

Bond Year Dollars	\$4,253.74
Average Life	8.771 Years
Average Coupon	3.2646635%
Net Interest Cost (NIC)	3.4014844%
True Interest Cost (TIC)	3.4162880%
Bond Yield for Arbitrage Purposes	3.2384904%
All Inclusive Cost (AIC)	3.7698052%

IRS Form 8038

Net Interest Cost	3.2646635%
Weighted Average Maturity	8.771 Years

City of Norwood Young America, Minnesota

\$280,000 General Obligation Improvement & Utility Bonds, Series 2024B

Sewer Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Sewer Revenue 105% Coverage
02/01/2025	-	-	-	-	-
02/01/2026	15,000.00	2.900%	10,736.85	25,736.85	27,023.69
02/01/2027	15,000.00	2.900%	8,410.00	23,410.00	24,580.50
02/01/2028	15,000.00	2.900%	7,975.00	22,975.00	24,123.75
02/01/2029	15,000.00	2.850%	7,540.00	22,540.00	23,667.00
02/01/2030	15,000.00	2.900%	7,112.50	22,112.50	23,218.13
02/01/2031	20,000.00	3.000%	6,677.50	26,677.50	28,011.38
02/01/2032	20,000.00	3.050%	6,077.50	26,077.50	27,381.38
02/01/2033	20,000.00	3.100%	5,467.50	25,467.50	26,740.88
02/01/2034	20,000.00	3.150%	4,847.50	24,847.50	26,089.88
02/01/2035	20,000.00	3.200%	4,217.50	24,217.50	25,428.38
02/01/2036	20,000.00	3.250%	3,577.50	23,577.50	24,756.38
02/01/2037	20,000.00	3.350%	2,927.50	22,927.50	24,073.88
02/01/2038	20,000.00	3.400%	2,257.50	22,257.50	23,370.38
02/01/2039	20,000.00	3.450%	1,577.50	21,577.50	22,656.38
02/01/2040	25,000.00	3.550%	887.50	25,887.50	27,181.88
Total	\$280,000.00	-	\$80,289.35	\$360,289.35	\$378,303.82

Significant Dates

Dated	11/14/2024
First Coupon Date	8/01/2025

Yield Statistics

Bond Year Dollars	\$2,459.89
Average Life	8.785 Years
Average Coupon	3.2639421%
Net Interest Cost (NIC)	3.4005337%
True Interest Cost (TIC)	3.4153665%
Bond Yield for Arbitrage Purposes	3.2384904%
All Inclusive Cost (AIC)	3.7681264%

IRS Form 8038

Net Interest Cost	3.2639421%
Weighted Average Maturity	8.785 Years

City of Norwood Young America, Minnesota

\$520,000 General Obligation Improvement & Utility Bonds, Series 2024B
Stormwater Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Stormwater Revenue 105% Coverage
02/01/2025	-	-	-	-	-
02/01/2026	25,000.00	2.900%	19,959.37	44,959.37	47,207.34
02/01/2027	30,000.00	2.900%	15,717.50	45,717.50	48,003.38
02/01/2028	30,000.00	2.900%	14,847.50	44,847.50	47,089.88
02/01/2029	30,000.00	2.850%	13,977.50	43,977.50	46,176.38
02/01/2030	30,000.00	2.900%	13,122.50	43,122.50	45,278.63
02/01/2031	30,000.00	3.000%	12,252.50	42,252.50	44,365.13
02/01/2032	35,000.00	3.050%	11,352.50	46,352.50	48,670.13
02/01/2033	35,000.00	3.100%	10,285.00	45,285.00	47,549.25
02/01/2034	35,000.00	3.150%	9,200.00	44,200.00	46,410.00
02/01/2035	35,000.00	3.200%	8,097.50	43,097.50	45,252.38
02/01/2036	40,000.00	3.250%	6,977.50	46,977.50	49,326.38
02/01/2037	40,000.00	3.350%	5,677.50	45,677.50	47,961.38
02/01/2038	40,000.00	3.400%	4,337.50	44,337.50	46,554.38
02/01/2039	40,000.00	3.450%	2,977.50	42,977.50	45,126.38
02/01/2040	45,000.00	3.550%	1,597.50	46,597.50	48,927.38
Total	\$520,000.00	-	\$150,379.37	\$670,379.37	\$703,898.34

Significant Dates

Dated	11/14/2024
First Coupon Date	8/01/2025

Yield Statistics

Bond Year Dollars	\$4,601.22
Average Life	8.849 Years
Average Coupon	3.2682484%
Net Interest Cost (NIC)	3.4038645%
True Interest Cost (TIC)	3.4187676%
Bond Yield for Arbitrage Purposes	3.2384904%
All Inclusive Cost (AIC)	3.7695202%

IRS Form 8038

Net Interest Cost	3.2682484%
Weighted Average Maturity	8.849 Years



Norwood Young America, MN

Bonds for Railroad Street Project

September 23, 2024

Railroad Street Improvements Project

- Project: Street and utility improvements to restore municipal infrastructure within the Railroad Street area
 - ✓ Construction underway; \$2.6 million estimated construction cost
 - \$1,363,185 roadway improvements
 - \$267,750 as proposed assessments
 - \$ 498,946 storm sewer improvements
 - \$ 465,227 watermain improvements
 - \$ 269,192 sanitary sewer improvements

Financing the Project

General Obligation Improvement and Utility Bonds, Series 2024B:

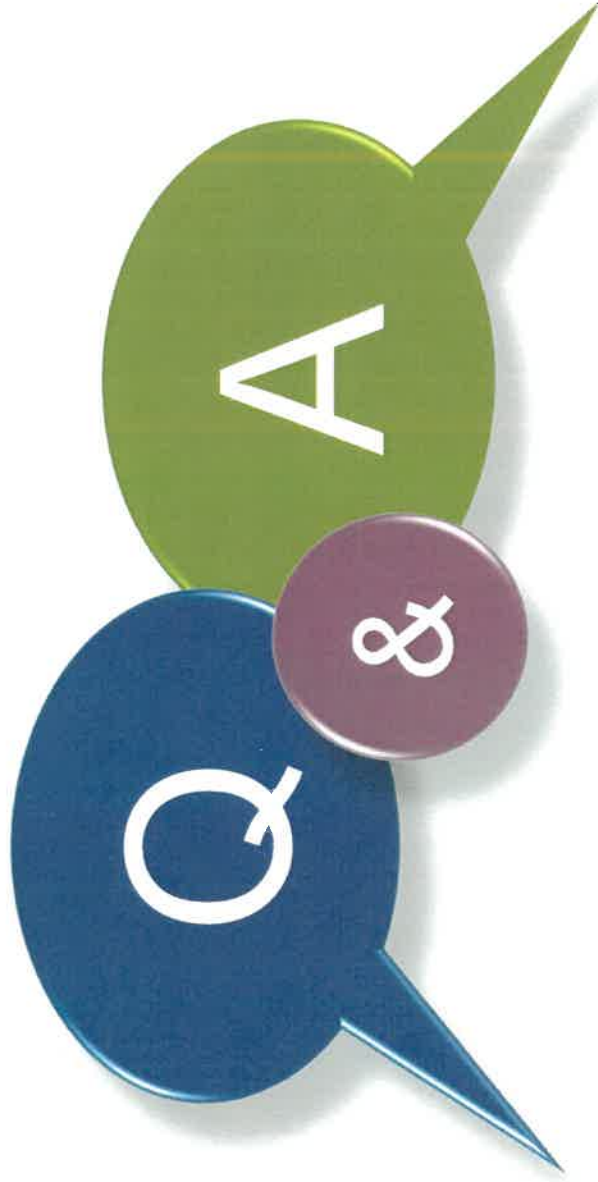
- Chapter 429 allows cities to apply a GO pledge to fund public improvements as long as 20% of bonds' cost is assessed
- Chapter 444 allows the same for utility infrastructure as long as portion is 100% repaid by corresponding water, sewer and storm water utility revenues
 - ✓ General Obligation carries Full Faith and Credit Pledge and helps obtain low-cost and flexible financing terms (carries city's "AA" credit rating)
 - ✓ Bonds will pledge project's assessments, utility revenues and/or tax levy toward their repayment

Series 2024B Bonds

- \$2,620,000 bond principal amount
 - ✓ Inclusive of estimated financing costs
- 15-year repayment structure
- 3.41% True Interest Cost estimate
 - ✓ \$223,010 average annual debt service
 - ✓ \$95,338 average annual levy requirement
 - Net of assessment and utility revenues

Industrial Park Expansion

- Consider Resolution Providing for the Issuance and Sale of General Obligation Improvement and Utility Revenue Bonds, Series 2024B, in the Proposed Aggregate Principal Amount of \$2,620,000
 - ✓ Prepared by Bond Attorneys at Kennedy & Graven
 - ✓ Authorizes City staff to work with Ehlers and Kennedy & Graven to prepare a competitive sale
- Next Steps:
 - ✓ October 7-16th Prepare financing documents & credit rating discussions
 - ✓ **October 28th** **Financing bids presented to Council for final award**
 - ✓ By November 21st 2024B Bonds closing





TO: Mayor Lagergren and City Council Members
FROM: Mitchell Thiesfeld, Clerk-Treasurer
DATE: September 23, 2024
RE: Preliminary Budget / Levy for 2025

Attached is the Revenue and Expenditure Budget Lists for 2025. The following changes were made:

Water Fund (601)

- Bond Principal & Interest increased a total of \$41,592 to account for the 2024B GO Bonds

Sewer Fund (602)

- Bond Principal & Interest increased a total of \$24,020 to account for the 2024B GO Bonds

Storm Water (603)

- Bond Principal & Interest increased a total of \$44,692 to account for the 2024B GO Bonds

2024B GO Bonds

- Added levy amount of \$97,470 to account for the bonding of the Railroad Street Project.
 - Money was taken out of the Street Improvement Levy to make sure we bond enough.

Street Improvement

- Decreased the levy amount by \$123,671

The total levy with the above changes is \$4,030,752, which is an increase of 8.67% from 2024.

A summary of funds with the 2025 proposed, 2024 adopted, and 2023 audited numbers is included.

Recommended Motion:

9.2 Motion to approve Resolution 2024-44, A Resolution Adopting the 2025 Preliminary General Fund Operating Budget for the City of Norwood Young America.

9.3 Motion to approve Resolution 2024-45, A Resolution Adopting the 2024 Preliminary Property Tax Levy for the City of Norwood Young America for Collection in 2023.

		Revenues	Expenditures	Net Income/(Loss)
General Fund	2025 Proposed	\$ 3,227,606.00	\$ 3,227,606.00	\$ -
	2024 Adopted	\$ 2,979,834.00	\$ 2,979,834.00	\$ -
	2023 Audited	\$ 3,063,134.00	\$ 2,730,069.00	\$ 333,065.00
Water	2025 Proposed	\$ 1,006,850.00	\$ 1,237,864.00	\$ (231,014.00)
	2024 Adopted	\$ 866,700.00	\$ 1,229,546.00	\$ (362,846.00)
	2023 Audited	\$ 1,104,863.00	\$ 895,508.00	\$ 209,355.00
Sewer	2025 Proposed	\$ 1,031,100.00	\$ 1,081,436.00	\$ (50,336.00)
	2024 Adopted	\$ 784,000.00	\$ 1,406,340.00	\$ (622,340.00)
	2023 Audited	\$ 883,031.00	\$ 903,852.00	\$ (20,821.00)
Storm Sewer Fund	2025 Proposed	\$ 767,746.00	\$ 828,508.00	\$ (60,762.00)
	2024 Adopted	\$ 609,000.00	\$ 1,173,350.00	\$ (564,350.00)
	2023 Audited	\$ 554,333.00	\$ 1,346,703.00	\$ (792,370.00)
Capital Fund	2025 Proposed	\$ 111,610.00	\$ 186,062.00	\$ (74,452.00)
	2024 Adopted	\$ 97,100.00	\$ 232,130.00	\$ (135,030.00)
	2023 Audited	\$ 99,997.00	\$ 69,835.00	\$ 30,162.00
Street Capital	2025 Proposed	\$ 176,329.00	\$ 176,329.00	\$ -
	2024 Adopted	\$ 300,000.00	\$ 618,000.00	\$ (318,000.00)
	2023 Audited	\$ 433,453.00	\$ 471,744.00	\$ (38,291.00)

RESOLUTION 2024-44

A RESOLUTION ADOPTING THE 2025 PRELIMINARY GENERAL FUND OPERATING BUDGET FOR THE CITY OF NORWOOD YOUNG AMERICA

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

WHEREAS, the preliminary budget for calendar year 2024 has been reviewed and approved by the City Council.

Now Therefore Be it Resolved, that the Norwood Young America City Council hereby adopts the following 2025 Preliminary General Fund Operating Budget and hereby appropriates the following amounts for said 2025 Budget.

REVENUES:

	<u>2024 Final</u>	<u>2025 Preliminary</u>
Property Taxes	1,940,133	2,106,077
Licenses & Permits	63,900	75,190
Capital Project/Equipment	600,000	767,746
Intergovernmental Revenues <i>(including state aids)</i>	674,301	677,439
Charges for Services	117,100	117,600
Fines & Forfeits	10,000	11,000
Interest on Investments	61,200	120,000
Miscellaneous Revenues	113,200	120,300
Transfers from other Funds	-	-
TOTAL REVENUES:	\$ 3,579,834	\$ 3,995,352

EXPENDITURES:

	<u>2024 Final</u>	<u>2025 Preliminary</u>
<i>General Government</i>		
Mayor/Council	23,088	23,249
Administration	62,532	142,886
Community Development	205,361	386,947
Boards & Commissions	5,200	6,600
Economic Development	147,263	-
City Clerk	189,726	198,060
Elections	29,835	-
Professional Services	110,698	145,189
Government Buildings	170,409	175,800
<i>Total General Government</i>	<i>944,112</i>	<i>1,078,731</i>
<i>Public Safety</i>		
Law Enforcement	300,887	320,880
Fire Protection	249,060	296,350
Other Protective Inspection	54,670	65,802
<i>Total Public Safety:</i>	<i>604,617</i>	<i>683,032</i>
<i>Total: Highways, Streets, & Roads</i>	<i>1,012,325</i>	<i>1,009,657</i>
<i>Total: Culture/Parks & Recreation</i>	<i>320,426</i>	<i>370,306</i>
<i>Total: Capital Project/Equipment</i>	<i>1,173,350</i>	<i>828,508</i>
<i>Total: Swimming Pool</i>	<i>76,416</i>	<i>81,530</i>
<i>Total: Operating Transfer to Reserves</i>	<i>-</i>	<i>-</i>
<i>Total: Transit (Bus)</i>	<i>17,937</i>	<i>-</i>
<i>Total: Cemetery</i>	<i>4,000</i>	<i>3,250</i>
TOTAL EXPENDITURES:	4,153,183	4,055,014

Fund Debt Service Property/Street Improvement Capital Tax Levy

517	\$2,105,000 Tax Public Proj Lease Rev Bonds - 2009	\$	150,334	\$	97,000
521	\$3,875,000 GO Refunding Bonds - 2016A	\$	38,246	\$	38,246
522	G.O. Bonds - 2020A	\$	326,841	\$	236,550
523	2021a GO Bond	\$	72,276	\$	70,701
524	G.O. Bonds - 2022A	\$	187,667	\$	170,000
525	G.O. Bonds - 2023A	\$	-	\$	38,873
526	G.O. Bonds - 2024A	\$	-	\$	149,395
527	G.O. Bonds - 2024B	\$	-	\$	97,470
275	Capital Replacement	\$	600,000	\$	700,000
498	Street Improvement Project Fund	\$	300,000	\$	176,329
	Abatement	\$	65,823	\$	150,111

Total: Debt Service/Capital Levy

1,741,187

1,924,675

Total Revenues versus Total Expenditures

\$ (573,349)

\$ (59,662)

Additional amount of expenditure = fund balance from capital

Adopted this 23rd day of September 2024 by the Norwood Young America City Council.

Carol Lagergren, Mayor

Attest: _____

Mitchell Thiesfeld, Clerk/Finance Director

RESOLUTION 2024-45

A Resolution Adopting Fiscal Year 2024 Preliminary Property Tax Levy for the City of Norwood Young America for collection in 2025

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Norwood Young America, Carver County, Minnesota, hereby adopts the following property tax levy for collection in 2025 upon taxable property in the City of Norwood Young America for the following purposes:

General Fund Levy	\$2,106,077
2009 Taxable Public Project Lease Revenue Bonds	\$ 97,000
2016A GO Bonds	\$ 38,246
2020A GO Bonds	\$ 236,550
2021A GO Bonds	\$ 70,701
2022 GO Bonds	\$ 170,000
2023 GO Bonds	\$ 38,873
2024A GO Bonds	\$ 149,395
2024B GO Bonds	\$ 97,470
Abatement - Industrial Park	\$ 150,111
Fund 275 - Capital Replacement	\$ 700,000
Fund 498 - Street Improvement	<u>\$ 176,329</u>
Total Property Tax Levy	<u>\$4,030,752</u>

Adopted by the Norwood Young America City Council this 23rd day of September 2024.

Carol Lagergren, Mayor

Attest:

Mitchell Thiesfeld, Clerk/Finance Director



TO: Honorable Mayor Lagergren and City Council

FROM: Mitchell Thiesfeld, City Clerk/Treasurer

DATE: September 23, 2024

SUBJECT: Resolution 2024-46 Appointing an Election Judge for the 2024 General Election

Kimberly Eggers is listed in Resolution 2024-46 to be appointed as an Election Judge for the General Election in 2024. Ms. Eggers has the necessary information to complete the pieces of training before the November 5th General Election.

Recommended Motion:

Motion to adopt Resolution 2024-46, A resolution Appointing an Election Judge for the 2024 General Election.

RESOLUTION 2024-46

A Resolution Appointing an Election Judge for the 2024 General Election

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 General Election Judge:

Kimberly Eggers

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 23rd day of September 2024.

Carol Lagergren, Mayor

ATTEST:

Mitchell Thiesefeld, Clerk/Finance Director



TO: Mayor Lagergren and NYA City Council

FROM: Karen Hallquist, Community & Economic Development Director

DATE: September 23, 2024

SUBJECT: Approve Resolution 2024-47 Authorizing Conveyance of the City-Owned Property Legally Described as Lots 2 and 3, Block 1, Tacoma West Industrial Park to the NYA Economic Development Authority

In Minnesota, city-owned land can be conveyed to an Economic Development Authority to further economic development and improve (additional) land for economic use. These economic development improvements must financially benefit the community and comply with the Comprehensive Plan.

Kennedy & Graven recommends conveying Lots 2 & 3, Block 1 of the Tacoma West Industrial Park to the NYA Economic Development Authority.

Recommended Motion

Motion to approve Resolution 2024-47 Authorizing Conveyance of the City-Owned Property Legally Described as Lots 2 and 3, Block 1, Tacoma West Industrial Park to the Norwood Young America Economic Development Authority.

Norwood Young America

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

RESOLUTION NO. 2024-47

**RESOLUTION AUTHORIZING CONVEYANCE OF THE CITY-OWNED
PROPERTY LEGALLY DESCRIBED AS LOTS 2 AND 3, BLOCK 1,
TACOMA WEST INDUSTRIAL PARK TO THE NORWOOD YOUNG
AMERICA ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City of Norwood Young America (the "City") is the owner of that certain real estate in the City of Norwood Young America, County of Carver and State of Minnesota, legally described on the attached Exhibit A (the "City Parcel"); and

WHEREAS, the City wishes to convey the City Parcel to the Norwood Young America Economic Development Authority (the "EDA") so that the City Parcel can be conveyed to PVS Sackett-Waconia Inc. for economic development; and

NOW, THEREFORE BE IT RESOLVED by the City Council, that:

1. The conveyance of the City Parcel to the EDA is hereby approved.
2. The Mayor and the City Clerk are authorized to execute a quit claim deed from the City to the EDA for the City Parcel.
3. City staff and officials are authorized to take all actions necessary to transfer the City Parcel to the EDA, including, but not limited to, recording the quit claim deed.

Approved by the Norwood Young America City Council on September 23, 2024.

Carol Lagergren, Mayor

ATTEST:

Mitchell Thiesfeld, City Clerk

EXHIBIT A

Legal Description of the City Parcel

Lots 2 and 3, Block 1, Tacoma West Industrial Park, County of Carver, State of Minnesota.



TO: Mayor Lagergren and NYA City Council

FROM: Karen Hallquist, Community & Economic Development Director

DATE: September 23, 2024

RE: Approve Resolution 2024-48; Approving Termination of Option Agreement

An option agreement with Waconia Manufacturing, Inc. and the City of NYA entered into an agreement on December 14, 2021, for 14.44 acres of land as legally described as Lots 2 & 3, Block 1, Tacoma West Industrial Park. Waconia Manufacturing, Inc. assigned this Option Agreement to PVS Sackett Waconia, Inc. on March 16, 2022. PVS Sackett Waconia, Inc. has entered into a Purchase Agreement to purchase said property from the NYA EDA; hence, it will replace and ultimately terminate the Option Agreement.

Recommended Motion
Motion to approve Resolution 2024-48 Approving Termination of Option Agreement

Norwood Young America

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

RESOLUTION NO. 2024-48

RESOLUTION APPROVING TERMINATION OF OPTION AGREEMENT

WHEREAS, the City of Norwood Young America (the "City") and Waconia Manufacturing, Inc., a Minnesota corporation entered into that certain Option Agreement dated December 14, 2021 (the "Option Agreement") regarding the property legally described on the attached Exhibit A (the "Property") which Option Agreement currently is scheduled to expire on November 1, 2026; and

WHEREAS, on March 16, 2022, Waconia Manufacturing, Inc. assigned the Option Agreement to PVS Sackett Waconia Inc. ("PVS") pursuant to a sale of all of Waconia Manufacturing, Inc.'s operating assets and its facility to PVS; and

WHEREAS, PVS wishes to exercise its option to purchase the Property and the City wishes to convey the Property to the Norwood Young America Economic Development Authority (the "EDA") prior to it being sold to PVS; and

WHEREAS, the EDA and the PVS have entered into a Purchase Agreement that will allow the PVS to purchase the Property from the EDA (the "Purchase Agreement"); and

NOW, THEREFORE BE IT RESOLVED by the City Council, that:

1. The Termination of Option Agreement is hereby approved.
2. The Mayor and the City Clerk are authorized to execute the Termination of Option Agreement on behalf of the City.

TERMINATION OF OPTION AGREEMENT

THIS TERMINATION OF OPTION AGREEMENT is made and entered into effective as of this 23rd day of September 2024, by and between the City of Norwood Young America, Minnesota, a municipal corporation under the laws of the State of Minnesota (the "Seller") and PVS Sackett Waconia Inc., a Michigan corporation (the "Buyer").

RECITALS:

WHEREAS, the Seller and Waconia Manufacturing, Inc., a Minnesota corporation entered into that certain Option Agreement dated December 14, 2021 (the "Option Agreement") regarding the property legally described on the attached Exhibit A (the "Property") which Option Agreement currently is scheduled to expire on November 1, 2026; and

WHEREAS, on March 16, 2022, Waconia Manufacturing, Inc. assigned the Option Agreement to the Buyer pursuant to a sale of all of Waconia Manufacturing, Inc.'s operating assets and its facility to the Buyer; and

WHEREAS, the Buyer wishes to exercise its option to purchase the Property and the Seller wishes to convey the Property to the Norwood Young America Economic Development Authority (the "EDA") prior to it being sold to the Buyer; and

WHEREAS, the EDA and the Buyer have entered into a Purchase Agreement that will allow the Buyer to purchase the Property from the EDA (the "Purchase Agreement"); and

WHEREAS, the Seller and the Buyer desire to terminate the Option Agreement; and

NOW, THEREFORE, the parties agree as follows:

1. **TERMINATION OF OPTION AGREEMENT.** Upon execution of the Purchase Agreement between the Buyer and the EDA for the Buyer's purchase of the Property, the Option Agreement shall automatically terminate.

2. **TRANSFER OF OPTION PAYMENT.** The Seller and the Buyer agree that the Option Payment of \$45,477 that was paid by the Buyer's predecessor, Waconia Manufacturing, Inc., to the Seller pursuant to the Option Agreement as a nonrefundable "Option Payment" shall be transferred by the Seller to the EDA to be used as a portion of the Buyer's earnest money under the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

SELLER: CITY OF NORWOOD YOUNG AMERICA

BY: _____

ITS: Mayor

BY: _____

ITS: City Clerk

BUYER: PVS SACKETT WACONIA INC.

BY: _____

ITS: _____

Approved by the Norwood Young America City Council on September 23, 2024.

Carol Lagergren, Mayor

ATTEST:

Mitchell Thiesfeld, City Clerk

EXHIBIT A

Legal Description of the Property

Lots 2 and 3, Block 1 of the Tacoma West Industrial Park, according to the recorded plat thereof,
County of Carver, State of Minnesota.



TO: Honorable Mayor Lagergren and City Council Members
FROM: Andrea Aukrust, City Administrator
DATE: September 23, 2024
RE: Designated surplus equipment to be sold

The staff has identified the following equipment as surplus—City bus. Staff will use Kelly’s Blue Book and other online sources to set the price. The City will have a minimum bid on the bus. Staff will advertise the sale on our social media and post locally. Only sealed bids will be allowed for submission.

- 2017 Class 400 model
- Equipped with 12 passenger seats and 2 wheelchair positions
- Miles – 60,729 as of September 10th, 2024

Recommended Motion:

Motion to designate the identified equipment—City Bus, as surplus to be sold.

Norwood Young America



TO: Mayor Lagergren and City Council Members

FROM: Andrea Aukrust, City Administrator

DATE: September 23, 2024

RE: Proposal for Purchasing CivicPlus Codification Services

This proposal is intended to enhance the efficiency and accuracy of managing our municipal codes and ordinances.

Overview of CivicPlus Codification Services:

CivicPlus Codification provides a comprehensive solution for the City of Norwood Young America, updating, and publication of municipal codes and ordinances. The key features of this service include:

1. **Code Organization and Management:** A centralized system for managing and organizing our city's codes and ordinances, ensuring that they are up-to-date and easily accessible.
2. **Automated Updates:** New or revised ordinances are automatically integrated into the codified code, reducing the need for manual updates and minimizing errors.
3. **Searchable Database:** A user-friendly, searchable online database that allows both city staff and residents to easily find relevant codes and regulations.
4. **Customizable Formatting:** Tailored formatting options to present codes in a clear and professional manner, aligning with our city's branding and legal requirements.
5. **Accessibility and Compliance:** Enhanced accessibility features to ensure compliance with legal standards and to improve usability for all residents.

Benefits for the City of Norwood Young America:

- **Improved Efficiency:** Streamlining the codification process will save time and resources by automating updates and maintaining a centralized database.
- **Increased Accuracy:** Automated systems will reduce the risk of errors and inconsistencies in our municipal codes and ordinances.
- **Enhanced Transparency:** A searchable, online database will make it easier for residents to access and understand city regulations, promoting greater transparency.

- **Better Compliance:** Ensuring that our codes are current and correctly formatted will help us stay compliant with legal requirements and reduce potential liabilities.

Cost and Implementation:

The initial cost for CivicPlus Codification Services is \$9,400, with ongoing annual maintenance fees of \$2,775. The implementation will include a detailed setup phase and training for relevant staff members, with an estimated transition period of 18 months.

Codification has been budgeted in the City's CIP, with \$10,000 allocated in 2023 and another \$10,000 in 2025.

Recommended Motion:

Accept the purchasing of CivicPlus Codification Services with a one-time fee of \$9,400 and an annual maintenance cost of \$2,775.

municode
codification

POWERED BY CIVICPLUS

**Recodification,
Supplementation, and
Online Code Hosting
Services**

Norwood Young America, MN

PRESENTED BY:

J.R. Riley, Legal Account Executive

Contact

850-696-7012

JRiley@civicplus.com



Recodification

During the recodification process, the attorney assigned to your project will organize and examine all ordinances and code-related material in order to produce a code of ordinances that is free from conflicts and inconsistencies and conforms to state statutes. Your codification attorney will be available to consult with you and your staff at any time during the recodification process. This personal dialogue ensures that your code will accurately reflect the intent of your ordinances and the unique needs of your community. The complete process is outlined below, followed by the scope of services for supplementation and online hosting of your new code.



Recodification Process

1. **Ordinances** – Only legislation of a general and permanent nature, passed in final form by you, as set forth in this proposal, will be included in the code. All material that we receive will be acknowledged via e-mail to establish a record of included ordinances. Legislation not of a general and permanent nature is not included as part of the code and does not need to be provided to us. Notations can be added in the code to reference legislation adopted by reference, if elected.
2. **Attorney Analysis and Review of Material** – Your codification attorney, along with their team of legal editors, proofreaders, and indexers will be assigned to this project. Our legal team will research legislation permanent in nature submitted by you to ensure conformity with state statutes and to determine if there are any inconsistencies or conflicts within the legislation itself. If requested, we will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure.
3. **Page Format Options** – Based on our experience codifying legislation for thousands of customers, we have devised a standard style that has proven time and again to provide the most user-friendly and readable code for staff and residents alike. We will provide our Style Guide which outlines this effective style and layout. Any deviations from this style will add time and cost to your project. Please reach out for additional information.
4. **References** – We will provide state statutes references within the code. Editorial notes will be provided as appropriate. Internal cross references within the code will be hyperlinked in the online version.
5. **Legal Memorandum** – We will provide you with a user-friendly Legal Memorandum containing all our analyses and recommendations. This memorandum will reflect our attorney’s Legal Review and will provide you with recommendations to remove conflicts and inconsistencies; delete obsolete provisions; conform to state statutes, when appropriate; and ensure compliance with your charter (if included in the project). This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible.
6. **Conference** – Within 45 days of your receipt of the Legal Memorandum, we will conduct a conference via either telephone or webinar to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for

resolution of issues brought up at the conference or noted in the Legal Memorandum. Up to three hours is included in the contract with additional hours available for purchase.

7. **Editing and Proofreading** – Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.
8. **Index, Graphics, and Tables** – Our team will create a hierarchical, subject matter Index (if elected) and all tables (contents, ordinance disposition, etc.) for your code as necessitated by the materials provided. We will insert the graphics you have provided into the printed and electronic versions of the code.

The following tables will be created and are included in the quoted cost: supplement history table, code comparative table, and ordinance history table. An additional hourly charge applies for creation, modification, addition, or updating of any table or schedule (including traffic and fee tables or schedule) other than those enumerated above.

Tabular matter, defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion can also be reviewed and included for an additional charge.

9. **Post Conference Code Draft** – After editing and proofreading, one post-conference code draft (Proofs) incorporating solutions captured in the Legal Memorandum and agreed upon at the legal conference will be delivered to you for final review prior to printing and shipping. You will have 30 days to review and provide any needed corrections. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement. Any new legislation adopted after the code draft is provided will be held for your first supplement unless you would like to add it to the project for an additional charge.
10. **Sample Adopting Ordinance** – Our attorney will provide a sample adopting ordinance upon completion of the recodification.
11. **Printing and Binding** – We will print your new code on high quality acid-free paper, with an SFI (Sustainable Forest Initiative) certification. These copies will be housed in heavy duty, three-post leatherette binders (with four color choices), name-stamped on the front and spine of each binder. Divider tabs for each major section of the code and index (if elected) will also be provided.

Your Role

Your participation in the Scope of Services for Codification of the code is anticipated to be as follows:

- Provide all ordinances and code material in an editable, electronic format, preferably Microsoft Word format.
- Provide images, graphics, and tabular matter, preferably in original electronic format.
- Be available to answer any questions from the codification attorney conducting the project.
- Attend the conference to discuss the findings of the Legal Memorandum.
- Work with the codification attorney to resolve the findings of the Legal Memorandum.
- Determine the desired formatting and style of the new code.
- Return the draft code within 30 days with any revisions noted.
- Adopt the new code.





Codification Timeline

STEP 1	Immediately	CUSTOMER sends signed contract and all applicable material. CIVICPLUS acknowledges contract, provides a Disposition List of all ordinances/material received.
STEP 2	Within 2 Weeks	CIVICPLUS provides a project introduction letter outlining all phases of the project and all material received to date. CUSTOMER confirms CivicPlus has all applicable materials.
STEP 3	Within 6-10 Months	CIVICPLUS submits Legal Memorandum. CUSTOMER attorney reviews Legal Memorandum and prepares questions/comments for conference.
STEP 4	Within 45 Days	CIVICPLUS hosts Legal Memorandum conference. CUSTOMER attorney and other interested officials meet virtually with CivicPlus to discuss issues of concern noted in the Legal Memorandum and come to an agreement on the implementation of recommended changes.
STEP 5	Within 2-4 Months	CIVICPLUS submits final code draft. CUSTOMER reviews code draft, and returns it to CivicPlus within 30 days, with all corrections noted for final implementation and publication.
STEP 6	Within 3-5 Months	CIVICPLUS delivers final code and model adopting ordinance. CUSTOMER adopts code and provides CivicPlus with a copy of the officially enacted adopting ordinance. CivicPlus ships the code and publishes code online via our Online Code Hosting system. Supplementation begins anew with Supplement No. 1.

MEETING DEADLINES

The time frame for completion of the codification project is within 15 to 24 months from our receipt of all relevant material in an editable, electronic format and excepting any delays occasioned by your submission of the material or return of the draft code. More time would need to be added to this project timeline if the materials provided must be converted to an editable, electronic format as well as incurring additional fees. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the code is adopted and published. Legislation added to the project must be approved and received prior to the established cutoff date.

To ensure a successful project completion, it is important that a conference is held to discuss the findings of the Legal Memorandum within 45 days of its receipt, and that the subsequent code draft we provide be returned within 30 days with any revisions noted. Following the delivery of the final code draft for customer proofing, any extensive changes requested in the code content, and/or any material added to the code that was not previously contemplated, will be subject to an additional code draft update fee. Further, if the code draft is not returned within 30 days, additional update fees may apply.









Supplementation Services

Our supplementation process has been designed for timeliness, efficiency, simplicity, and most of all, for our customers' convenience. Supplements will be provided on your chosen schedule, and you will be billed on an annual basis. Color printing and an increase in the desired number of supplement hard copies may result in an increase in the annual fee.

We pride ourselves on a turnaround time of 40 to 45 days for printed supplements and can provide our always-up-to-date electronic update services within 15 days. The online code is updated within three days after shipping the supplement; there is no additional fee for this service. Rush supplements will be assessed an additional one-time fee. A recent analysis of our printed supplement services indicated an editorial error rate of less than 0.1 percent, which is made possible by our attention to detail, ongoing communication with our customers, and strict quality control checks to ensure we continue to produce the best printed and electronic supplements available in our industry. Any errors attributable to CivicPlus during the preparation, printing, and maintenance of the code will be corrected at no cost. The printed supplement process is outlined as follows:

Supplementation Process

1. **Initial Receipt** – The receipt of the new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date, and ordinance number(s). You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our supplement team for codification. If our OrdBank service is elected (advance legislation service), the legislation will be posted online within 48 hours as a PDF under "adopted legislation not yet codified" at this time.
2. **Editorial Review** – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your code; where the ordinance should be placed; whether the ordinance conflicts with your existing code format; what material should be removed from your existing code; whether history notes will be added; what tables will be updated; and whether the table of contents in the front of the code and at the chapter/title level should be amended. If any significant errors or numbering issues are noted, your editor will contact you for clarification. Our editorial team will make no substantive changes to your legislation; however, minor typographical errors will be corrected as part of the supplement process. Should the editorial, legal, or proofreading team find discrepancies in your ordinances, we will communicate with you promptly.
3. **Indexing** – If an Index is elected, your supplement will be sent to our indexing team, where new legislation is indexed and cross-referenced in all appropriate locations.
4. **Proofreading** – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, code hierarchy, and layout and confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Finally, your supplement is examined line by line again to ensure that the improvements made by

Printed Supplementation Process	
	Submission of Materials
	Editorial Review
	Mark Up
	Indexing
	Proofreading
	Corrections
	Printing & Shipping
	Upload to the Internet

the editorial team are thorough and accurate. The original ordinance is compared with the newly added text to ensure editorial accuracy.

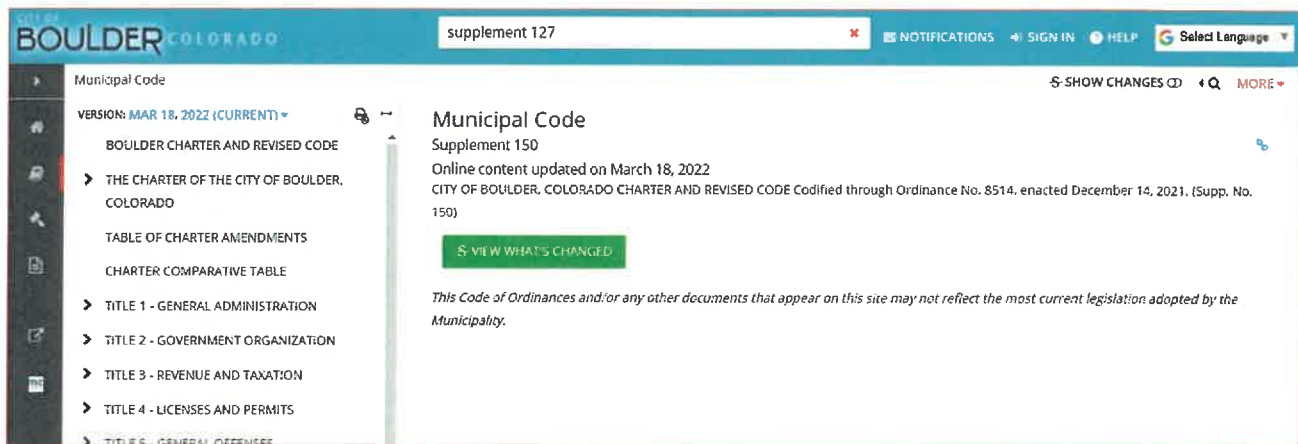
5. **Posting the Supplement Online** – After your supplement has been completed, your online code will be updated within one to three days, and we will provide any electronic products requested. You will receive a notification that the website has been updated via email. If our CodeBank Compare + eNotify service is elected, subscribers will be notified when the online code is updated. When your code is updated, all internal cross-reference links are updated on our Online Code Hosting system.
6. **Printing and Shipping** – We will print, cut, hole-punch, insert divider tabs (if elected), and ship your supplement to you per your elected schedule.

If you utilize OrdBank and a CivicPlus Agenda and Meetings Management solution, your newly adopted legislation will be posted on the landing page of your online code of ordinances within one minute of sending said legislation to CivicPlus. The history notes throughout your code of ordinances will also be automatically linked and associated to the meeting in which your newly adopted legislation was considered. If you are interested in learning more about our CivicPlus Agenda and Meetings Management solutions, please let me know.

Online Code Hosting

Our Online Code Hosting system is continuously enhanced and improved by our in-house team of Internet Technology professionals. It includes Standard and upgradeable Premium features, designed to provide a wide variety of additional capabilities for researching and navigating your code and preserving its history.

Our system is extremely user-friendly and requires no special training or login information. In addition, we offer a variety of on-demand video tutorials. We can also host a personalized training webinar for you and your staff to demonstrate our online features and capabilities before your new code goes live online.



Online Code Hosting Standard Features

Responsive Design – We designed our intuitive User Interface (UI) to provide easy access to our full suite of features from any device, including a tablet or mobile device running iOS or Android.

4-2-1. - Legislative Intent.

The purpose of this chapter is to protect the and welfare by requiring all persons to be licens offer for sale any alcohol beverage. The city cou city issue local licenses for sale of such beverag state law, and that the city's licensing requirem those for state licenses under state law.

Ordinance No. [8173\(2017\)](#)

4-2-2. - City License to Sell Required.

- Share Link
- Print
- Download (docx)
- Email
- Compare

Print/Save/Email – With delivery available in Microsoft Word or PDF format, users can share a link, print, download (as a Microsoft Word document), or email files at the section, article, or chapter levels or even non-sequential sections from multiple portions of your code(s).

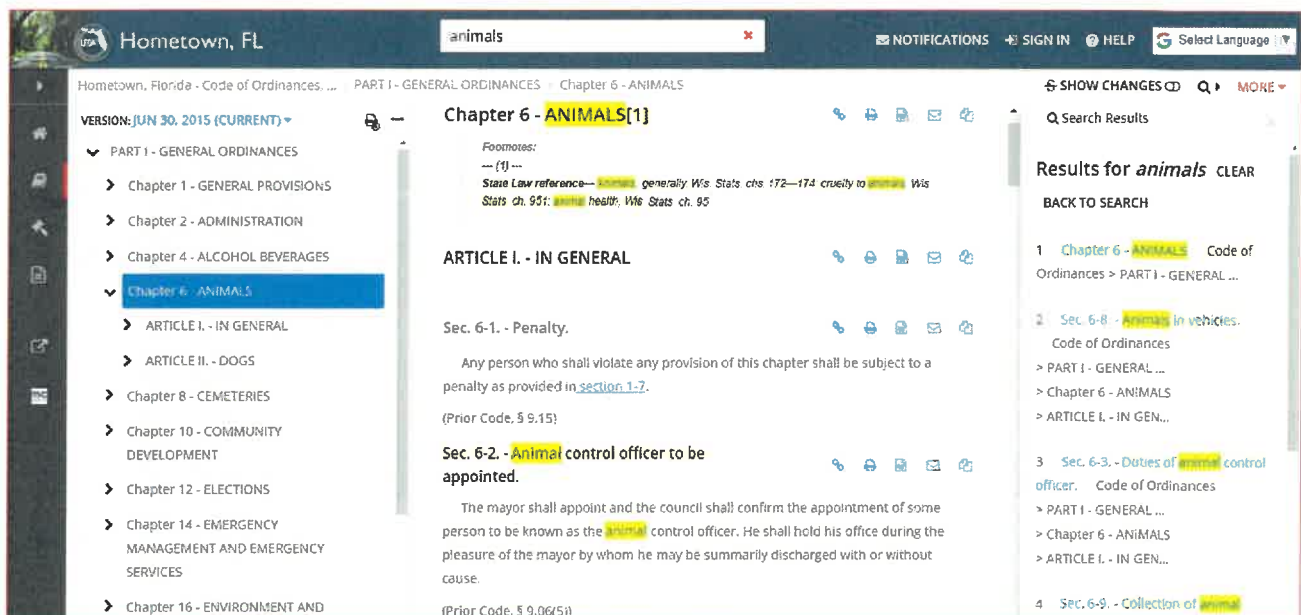
Not all codification companies enable you to download Microsoft Word documents directly from the website. Being able to do so enhances your ability to draft new legislation.

Social Media Sharing – You and your users can share code sections via Facebook and Twitter. This functionality makes it easier for you and your team to utilize social media to engage your community and enhance your level of transparency.

Browsing – Online Code Hosting provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also sync as you scroll to deliver the most intuitive reading experience possible.

Ease of Navigation – Our collapsible table of contents, continuous next-hit feature, and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and residents the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets, and more.

Searching – Our powerful search engine allows users to easily search the code using keywords or phrases and print, download, or email any portion of your code. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the



results, which enables a user to quickly move through search results and view results simultaneously. The section also indexes your code, returning more accurate, granular results. Search results can be sorted by relevance or book order.

- **Advanced Searching** – Conduct searches using Natural Language (think Google) or Boolean Logic, including simple or advanced searches supporting stemming, wildcards, proximity searches, and a global synonym list.
- **Multiple Publications** – Multiple publications (e.g., code, zoning) incorporated into the Online Code Hosting system will be searchable from one interface.
- **Narrow Searching** – Search terms can be applied to the entire code or narrowed within specific chapters or sections with the ability to sort results by relevance or book order.
- **Stored Searching** – Online Code Hosting allows all search result listings to be bookmarked under your browser’s bookmark tabs; users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.
- **Searchable Ordinances** – With our OrdBank service, ordinances posted pre- and post-codification are full-text searchable.
- **Search All Content Types** – If you use our OrdBank or MuniDocs service, you can search any combination of your code, ordinances, and MuniDocs simultaneously; Search results are labeled for easy identification.

Internal Cross-Reference Linking – Cross-references within your code are linked to their respective destination article, chapter, or section.

Mouseover (clue tips) – Navigate to your code, and any linked cross-reference will quickly display in the pop-up preview window.

Collapsible TOC – The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs, and charts by enlarging the item.

Translation – Google Translate allows users to view our hosted codes in over 100+ languages.

Static Linking – Copy links of any section, chapter, or title to share via email or social media.

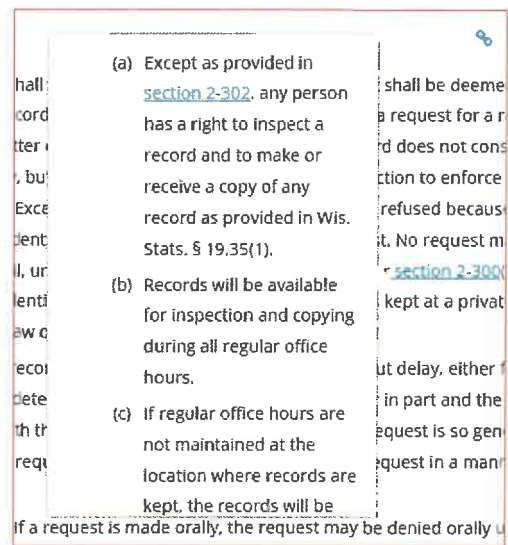
Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any code section and assist staff in creating a link from your GIS system to relevant code sections.

In-line Images and PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. CivicPlus can also incorporate PDFs of certain portions of the code that have particular viewing and layout requirements.

Public Notes – Post public notes or documents within the online code to inform residents about current issues pertinent to any specific section of your code.

Website Accessibility – The User Interface and all HTML content viewed via our Online Code Hosting System’s web application are WCAG 2.1 Level AA compliant. While we take several steps to improve the accessibility of PDF documents uploaded to the Online Code Hosting System, we cannot guarantee full ADA compliance of PDF documents. If a fully ADA compliant PDF document is uploaded to our Online Code Hosting System, it will remain compliant while stored in our system. Each PDF document uploaded to our system is OCR scanned and document title, primary language, and other PDF metadata fields, and base level of tags for screen readers are set.



Hosting and Security – Our tech stack includes HTML5 and CSS3, Javascript (AngularJS), and a RESTful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers, including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later. We host our Online Code Hosting System in Microsoft’s Azure Government secure cloud environment and guarantee an SLA of 99.95 percent uptime. SSL encryption is used by default to secure access to the site, and the entire system is backed up to multiple geographic locations within the Azure Government cloud eco system.

Support – Phone, email, and web support for residents and staff: 24-hour email response; phone support from 7 a.m. to 8 p.m. CT. We offer a variety of video tutorials, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

There are multiple premium features available to enhance your staff and residents’ experience using and searching through your code – most available for purchase in our Premium Bundle or à la carte.

Premium Features

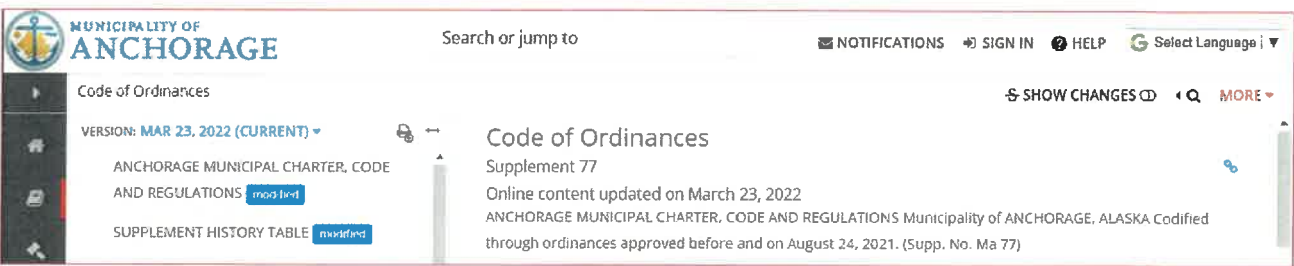
We recommend our **Premium Bundle** for the most transparent and feature-rich code possible at the best cost savings. The bundle includes our annual online code hosting and maintenance service along with each of the following features:

- Custom Banner
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPRO Service

OrdLink and MuniDocs can be added to a **Premium Bundle**, if desired.

Summary of All Premium Features

Custom Banner – We can customize the look and feel of your code to match your website more closely.



CodeBank – Our CodeBank feature provides an online archival system for previous supplements of your code. Empower your staff and residents to access every previous code version with one click.

CodeBank Compare + eNotify – Our CodeBank Compare service is a powerful feature that allows users to select a past version of your online code and compare it to any other version. The differences will be shown via highlights (added material) or strikethrough (deleted material). Users will be notified of the changes in the table of contents and within the text of the code via “modified,” “new,” or “removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes made. In addition, the CodeBank Compare service will show all amendments to your code that were implemented during the most recent update. Please note that the CodeBank feature is required to access CodeBank Compare.

The screenshot displays the Municipality of Anchorage CodeBank interface. At the top, there is a search bar and navigation links for NOTIFICATIONS, SIGN IN, HELP, and Select Language. The main content area shows a search result for '16.100.035' under the heading 'Review certific...'. Below this, there is a comparison of '16.100.030' with its previous version. The text is highlighted in yellow to show changes. A sidebar on the right contains a 'SHOW CHANGES' section and a 'RECENT CHANGES' section listing various ordinance updates.

Get Notified

Fill out the form below to receive an email notification every time we receive new ordinances or the selected publication is updated online.

Email

Enter email

Profession

Select One

Publications

- Code of Ordinances
 - CODE OF THE CITY OF ARVADA, COLORADO
 - SUPPLEMENT HISTORY TABLE
- Part I - CHARTER
- Chapter 1 - GENERAL PROVISIONS
- Chapter 2 - ADMINISTRATION
- Chapter 5 - ALCOHOLIC BEVERAGES

CLOSE

Our eNotify service allows users to enroll online and receive email notifications each time the online code is updated. Please note that the CodeBank Compare feature is required to utilize the eNotify service.

OrdBank – With our OrdBank solution, newly adopted, amendatory legislation will be posted online between supplements. Upon completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at municodeords@civicplus.com.

Arvada, Colorado - ... Chapter 102 - UT... / ARTICLE II. - WAT... DIVISION 6. - WA... / Sec. 102-161. - R...

VERSION: DEC 30, 2021 (CURRENT) ▾

- DIVISION 5. - SEWAGE
- ▼ DIVISION 6. - WATER FEES AND RATES
 - Sec. 102-161. - Residential water fees within city.
 - Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in

latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the Utilities Director for review and approval.

(Code 1981, § 33-77; Ord. No. 2574, § 1, 11-21-1988; Ord. No. 2671, § 14, 10-16-1989; Ord. No. 2763, § 3, 11-5-1990; Ord. No. 2823, § 11, 7-1-1991; Ord. No. 2931, § 10, 10-19-1992; Ord. No. 2938, § 1, 12-14-1992; Ord. No. 3127, § 10, 10-24-1994; Ord. No. 3202, § 5, 8-7-1995; Ord. No. 3223, § 7, 10-23-1995; Ord. No. 3262, § 9, 4-15-1996; Ord. No. 3297, § 1, 10-21-1996; Ord. No. 3403, § 15, 10-20-1997; Ord. No. 3489, § 1, 10-26-1998; Ord. No. 3560, § 3, 10-11-1999; Ord. No. 3650, § 1, 10-23-2000; Ord. No. 3722, § 1, 10-8-2001; Ord. No. 3773, § 1, 10-21-2002; Ord. No. 3839, § 1, 10-13-2003; Ord. No. 3920, § 1, 11-8-2004; Ord. No. 3969, § 1, 10-10-2005; [Ord. No. 4027, § 1, 10-16-2006](#); [Ord. No. 4099, § 1, 11-19-2007, eff. 1-1-2008](#); [Ord. No. 4139, § 1, 11-17-2008, eff. 1-1-2009](#); [Ord. No. 4184, § 2, 10-19-2009, eff. 1-1-2010](#); [Ord. No. 4193, § 1, 1-11-2010, eff. 7-1-2010, 1-1-2011](#); [Ord. No. 4361, § 1, 10-22-2012, eff. 1-1-2013](#); [Ord. No. 4411, § 1, 10-21-2013, eff. 1-1-2014](#); [Ord. No. 4465, § 1, 10-20-2014, eff. 1-1-2015](#); [Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016](#); [Ord. No. 4571, § 1, eff. 1-1-2017](#))

Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden

OrdLink – Before incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted amendatory ordinances to the amended code section. Linked sections are highlighted in the table of contents, and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted. OrdLink must be purchased with OrdBank or as an addition to the Premium Bundle.

VERSION: JUL 29, 2021 (CURRENT) ▾

IRVINE MUNICIPAL CODE

SUPPLEMENT HISTORY TABLE modified

- CHARTER - CITY OF IRVINE
- ▼ TITLE 1 - GENERAL SERVICES Amended
 - ▼ Division 1 - GENERAL PROVISIONS Amended
 - Sec. 1-1-101. - How designated, cited.
 - Sec. 1-1-102. - Rules of construction, definitions.
 - Sec. 1-1-103. - Headings; catchlines of sections; history notes; etc.
 - Sec. 1-1-104. - Incorporation by reference.
 - Sec. 1-1-105. - Reference to Code, conflicts.

< TITLE 1 - GENERAL SERVICES

Division 2 - CITY COUNCIL >

Division 1 - GENERAL PROVISIONS

Amended by Ordinance No. 21-15 >

Sec. 1-1-101. - How designated, cited.

This Code, which consists of administrative, criminal and regulatory ordinances of this City, shall be known as the "Irvine Municipal Code," and it shall be sufficient to refer to said Code as the "Irvine Municipal Code" in any prosecution for the violation thereof; it shall also be sufficient to designate any ordinance adding to, amending or repealing said Code as an addition to or amendment to or repeal of the "Irvine Municipal Code."

(Code 1976, § 1.A-101)

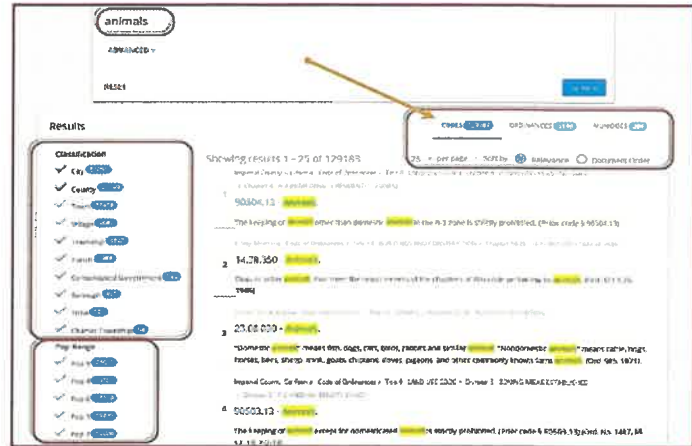
Charter reference— Codification of ordinances, [§ 409](#).

Sec. 1-1-102. - Rules of construction, definitions.

In the construction of this Code and of all ordinances of this City, the following definitions and

MuniPRO Services – MuniPRO searching allows you to search the over 4,000 codes we host (the entire country, a single state, or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of interest or discovering how other communities are dealing with similar issues. In addition, MuniPRO provides subscribers with the following tools:

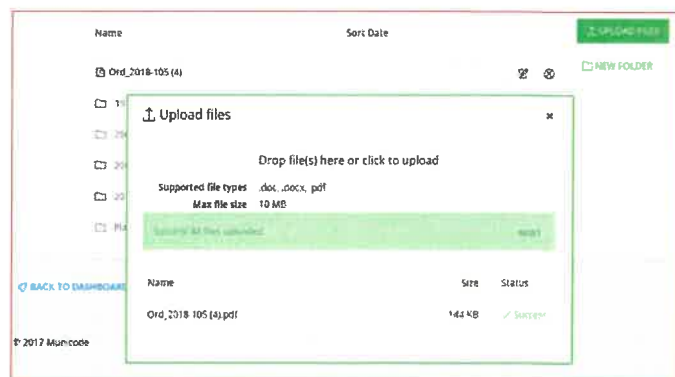
- Multiple Code Search – Search all codes within one state, multiple codes within one state, or search all codes in the U.S. hosted by CivicPlus; search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- MuniPRO Saved Searches – Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- MuniPRO Notes – Create a note and attach it to any section in any publication; note icons are present when viewing the section, alerting the user to a previously written note; a global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- MuniPRO Drafts – Begin a new ordinance draft to keep track of pending legislation.
 - Draft icons are present when viewing the section, alerting the user to a previously created draft.
 - A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



MuniDocs – MuniDocs allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users log in, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users can pick from a list of predefined document types.

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.

Your MuniDocs files can also serve as storage for archived ordinances within MuniDocs. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online code.



Investment Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 90 days upon date received.

Recodification

- Includes ordinances through August 2024 with Zoning
- 320 single column, 10-point font pages
- Receipt, review, and organization of materials
- Legal analysis and research by a codification attorney
- Legal memorandum by a codification attorney
- Up to three-hour virtual conference with attorney
- Implementation of approved legal findings
- Update state statutes references
- Editorial preparation, proofreading, page formatting, and indexing
- Insertion of tables and graphics
- Final proofreading, corrections, and quality control review
- Print three copies, including three post-stamped binders and tabs
- Sample adopting ordinance prepared by a codification attorney

Supplementation

- Supplementation of legislation permanent and general in nature (omitted legislation not included)
- Include Zoning
- Acknowledgment of material
- Editorial work, proofreading, and updating the index
- Updating online code upon completion of each supplement
- Printing up to three black and white copies per print schedule elected, includes instruction sheet and checklist of up-to-date pages
- Freight for supplements
- Images, graphics, and tabular matter
- Increase to Supplementation Plus to update your Code online on a bi-monthly basis (must select supplementation and supplementation plus)

Online Code Hosting

- Mobile friendly site with full functionality and optimal screen resolution on all devices
- In-line images with scrolling tables and charts
- Narrow, pinpoint, and advanced (including Boolean) searching
- Previous and hit buttons
- Persistent breadcrumb trail
- Print or save as formatted Word (DOCX)
- **Premium Bundle – Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank, and MuniPro Service**



Investment		One-Time
Recodification		\$9,400.00
Gender Neutralization (suggested)		\$320.00
Total One-Time		\$9,400.00
		Renewable
Supplementation		\$1,400.00
Online Code Hosting Premium Bundle (recommended)		\$1,375.00
	Online Code Hosting (optional savings)	\$550.00
Total Annual Renewable		\$2,775.00

Standard Invoicing

Additional Fees

- Sales tax will be applied, if applicable
- Actual freight costs will be submitted for initial code delivery, but excluded from annual supplement cost
- Additional pages outside materials submitted for proposal, will be charged \$25.00 per-page changed in the code of ordinance before publication.

Invoicing

- An Initial Term shall commence upon contract signing and continue for **18 months**. Payments for the initial term shall be invoiced as follows:
 - 25% upon execution of agreement
 - 25% upon submission of the legal memorandum
 - 25% upon submission of proofs
 - Balance upon delivery of final code
 - Any additional costs will be billed separately, upon delivery
- The Initial Annual Recurring Services will be invoiced 18 months from the date of signing
- Subsequent Annual Recurring Services shall be invoiced annually on the anniversary date of the Initial Annual Recurring Services and will be subject to a 5% increase start of year 3.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract.

Optional Enhancements

We are confident in the ability of our proposed project to meet your main needs. However, we recommend the following options that could positively impact your experience and goals.

Optional Services & Tools	One-Time	Annual
Codification		
Gender Neutralization of code	\$320	N/A
Archival OrdBank, per ordinance	\$25	N/A
One additional hour of virtual conference with attorney	\$200	N/A
Creation, modification, addition, or updating of any table or schedule (including traffic and fee tables or schedules) not described as included.	Quote upon request	N/A
Supplementation		
Code in Microsoft Word (DOCX) (sent via email download)	N/A	\$175
Adobe PDF of the complete code (sent via email download)	N/A	\$175
Adobe PDF of each supplement (sent via email download)	N/A	\$175
State Statute Linking	\$75/hour	\$425
Additional copies, reprints, binders, and/or tab orders	Quote upon request	
Legal services, creation of fee schedules, gender neutral review/implementation, and/or external linking	Quote upon request	
Codifying a:	Quote upon request	N/A

<ul style="list-style-type: none"> Complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent) New adopted full Chapter/Title Appendix Newly adopted term change legislation 		
The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent).	Quote upon receipt of material	
Online Code Hosting		
Online Code Hosting Only	N/A	\$550
Custom Banner	\$250	N/A
CodeBank	N/A	\$175
CodeBank Compare + eNotify	N/A	\$275
OrdBank	N/A	\$375
OrdLink (must be purchased with OrdBank)	N/A	\$175
MuniDocs – Upgraded capabilities to host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets, and more for self-loading to the MuniDocs platform	N/A	Up to: 25GB \$375.00 50GB \$675.00 75GB \$975.00 100GB \$1,375.00 Over 100GB – quote upon request
MuniPRO Service – Search over 4,000 codes in our full-service codification library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances	N/A	\$500.00
Additional MuniPRO service licenses	N/A	\$110 each
Premium Bundle: Online Code Hosting, Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank, and MuniPRO Service	N/A	\$1,375



TO: Mayor Lagergren and City Council Members

FROM: Mitchell Thiesfeld, City Clerk/Treasurer

DATE: September 23, 2024

RE: Proposal for Purchasing CivicPlus Website Software

This proposal aims to enhance our online presence and improve the functionality and accessibility of our digital services.

Overview of CivicPlus Software:

CivicPlus is a comprehensive website management platform designed specifically for municipalities. It offers a range of features that will significantly benefit our city, including:

1. **User-Friendly Interface:** An intuitive content management system that allows easy updates and management of website content.
2. **Customizable Templates:** A variety of design templates tailored for local government websites, ensuring a professional and accessible appearance.
3. **Integrated Services:** Tools for online bill payments, service requests, and event management, enhancing citizen engagement and service delivery.
4. **Mobile Optimization:** Responsive design ensuring that our website is fully functional across all devices, including smartphones and tablets.

Benefits for the City of Norwood Young America:

- **Enhanced Accessibility:** Improved navigation and accessibility features will ensure that all residents, including those with disabilities, can easily access city services and information.
- **Increased Efficiency:** Streamlined processes for managing content and services will reduce the time and effort required for website maintenance.

- **Greater Engagement:** Interactive features and user-friendly design will encourage more residents to engage with city programs and services.
- **Data-Driven Decisions:** Comprehensive analytics will provide valuable insights into website performance and user needs, helping us make data-driven improvements.

Cost and Implementation:

The initial cost for CivicPlus software is \$850, with additional annual maintenance and support fees of \$4,758. The implementation process will include training for city staff, which is included in the package. We anticipate that the transition will take approximately 14-18 weeks.

This has been budgeted for in the 2024 budget.

Recommended Motion:

Accept the purchasing of CivicPlus Website Software.

Norwood Young America, MN



Executive Summary

HELPING LOCAL GOVERNMENT INFORM, ENGAGE & PROTECT THEIR CITIZENS

Powering and Empowering Local Governments



12,000+

Customers Inspire our
Solutions



100,000+

Administrative Users



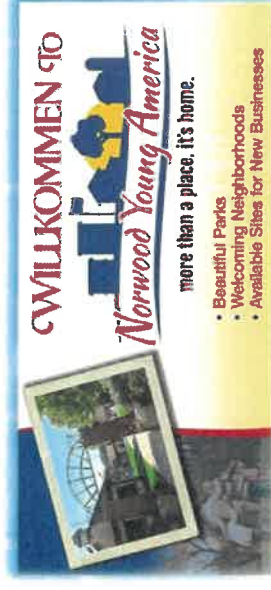
340+ Million

Resident Users in the U.S.
and Canada Alone



How We'll Help

- Promote Transparency for Residents, Visitors, Businesses & Elected Officials
- A Research Based Design w/ Strong Internet Presence
- Strategic Partnership
- Sharing Nationwide Community Insight
- Beautiful UX/UI Navigation Experience for all users
- Encourage Municipal Economic Development
- Website Flexibility.
- Multiple Calendars and Events
- Easily Handled by Small Staff
- Push out Email Alerts and Notices on the Website
- Create Consistent Information Across Social Media
- Schedule content updates, and schedule content removal
- ADA Compliant
- Multiple Software Options for other Departments
- Accessible on Any Device



The Civic Experience

One Vendor, Multiple Software Solutions





Our Passion – Industry Recognitions



AWARDED GOVTECH'S TOP 100 INNOVATOR LIST
9 YEARS IN A ROW 2016, 2017, 2018, 2019, 2020, 2021, 2022,
2023, 2024



MOST PROMISING PUBLIC SECTOR SOLUTIONS PROVIDER 2022
Awarded by
CIOReview

2024 – 5 Stevie Awards Nominations

- Best Customer Satisfaction Strategy – Finalist
- Customer Service Training am of the Year – Finalist
- Customer Service Department of the Year –Finalist
- Best use of Technology in Customer Service – Finalist
- Best Achievement in Customer Experience - Finalist





Web Open D10 Website Information

HELPING LOCAL GOVERNMENT INFORM, ENGAGE & PROTECT THEIR CITIZENS

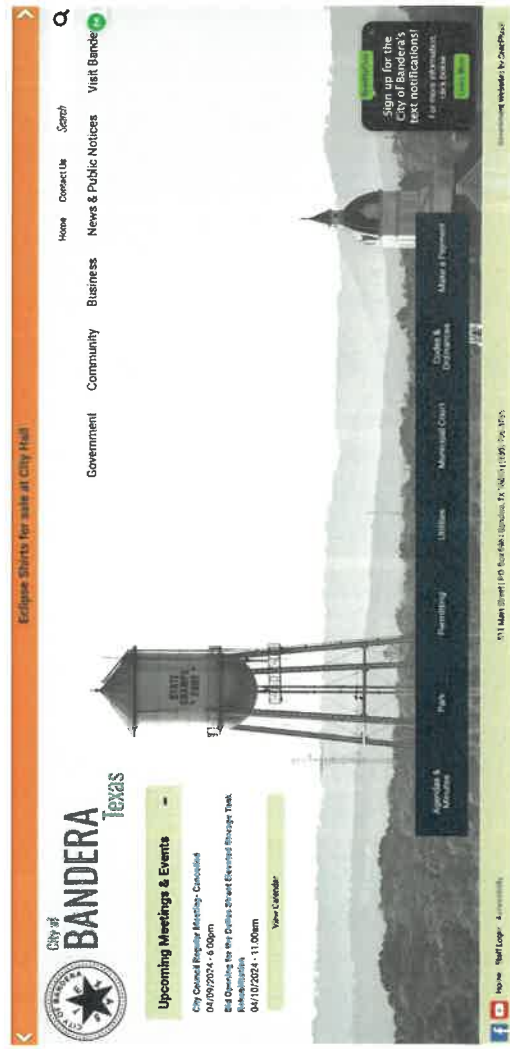
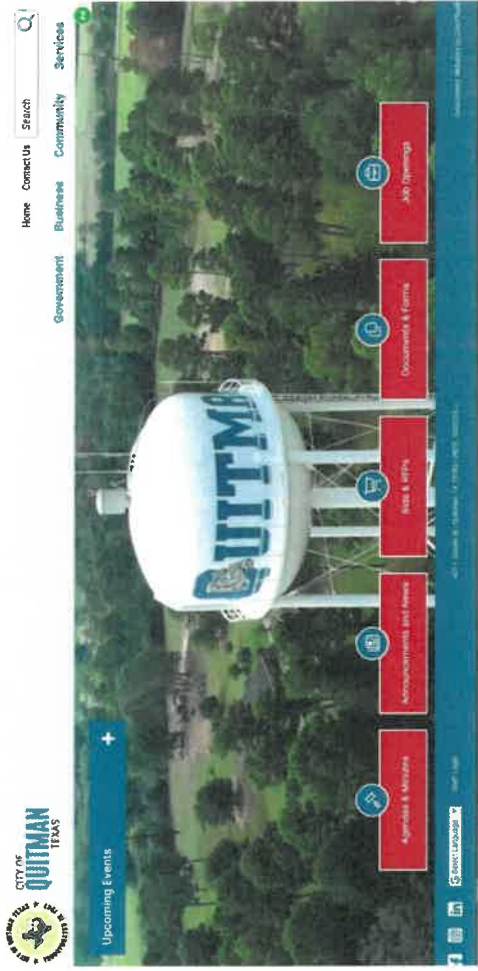


Premium Design (Templated)

- Template Design
- 15+ Modules
- Hosting & Security
- 150 Pages of Content Migration
- Live or Recorded Website Training

One-Time Development: \$850

Annually: \$3,758





Ultimate Design (Custom)

- Custom Design
- 15+ Modules
- Hosting & Security
- 150 Pages of Content Migration
- Live or Recorded Website Training

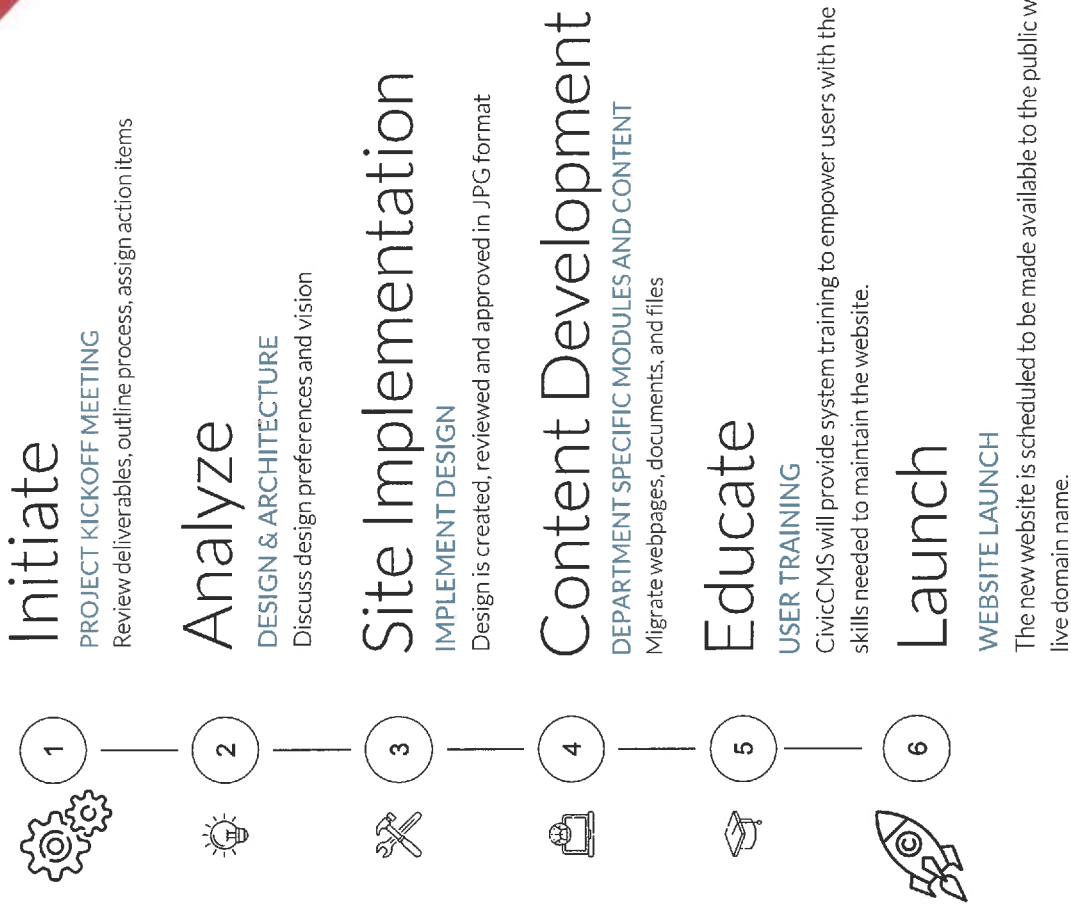
One-Time Development: \$850

Annually: \$4,758



Approach & Project Timeline

14 – 18 Weeks





Engage Central Website Information

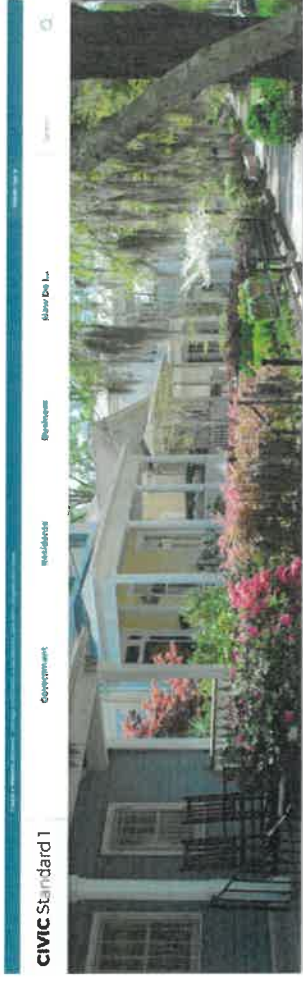
HELPING LOCAL GOVERNMENT INFORM, ENGAGE & PROTECT THEIR CITIZENS



Standard Design (Templated)

- Ultimate Design Configuration
- Hosting & Security
- 40+ Modules
- 75 Pages of Content Development
- 2 Days of Website Training
- CivicPlus Payment Module
- Online Helpdesk

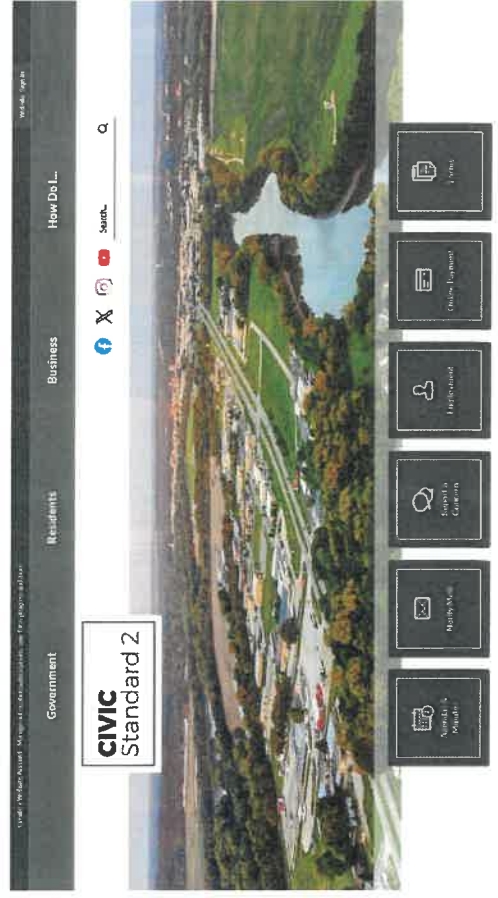
One-Time Development: \$13,781
Annually: \$5,919



- Agendas & Minutes
- Notify Me
- Report a Concern
- Employment
- Online Payments
- Forms

NEWS & EVENTS

VIEW THE LATEST PRESS RELEASES AND UPDATES



[Add'l Designs](#)



Ultimate Design (Custom)

- Ultimate Design Configuration
- Hosting & Security
- 40+ Modules
- 150 Pages of Content Development
- 3 Days of Website Training
- CivicPlus Payment Module
- 4th year Website Redesign
- Online Helpdesk

One-Time Development: \$26,135
Annually: \$9,350



Add'l Designs

Facilities Reservations Module w/ Online Pay

- Add & Manage Facilities
- Allow Facility Submissions
- Allow Public Reservations
- Decline Submitted Reservations
- Create & Modify Reservation Forms
- Set Hours of Operations
- Manage Reservation Conflicts
- Properties & Amenities in Facilities
- Public Facing Facility Calendar

Facilities
If you're having trouble booking a facility, please try: 1. Deleting your browser history. / 2. Using a different web browser.

Feature Overview
View search results [View all facilities](#)

Gazebo

Reservation Cost
\$37.50 per hour

Features

- ADA Accessible
- Covered
- Grill
- Parking
- Playground
- Restrooms
- Splash Pad
- Walking Track

Availability

Hours

Day	Start	End
Sun	7:00 AM	11:00 PM
Mon	7:00 AM	11:00 PM
Tue	7:00 AM	11:00 PM
Wed	7:00 AM	11:00 PM
Thu	7:00 AM	11:00 PM
Fri	7:00 AM	11:00 PM
Sat	7:00 AM	11:00 PM

Facility Details:
Gazebo
 29015 Billyville Ln
 Beaverton, OR 97005
 Hours:
 Mon-Fri: 6:00 AM - 11:00 PM
 Sat: 6:00 AM - 11:00 PM
 Sun: 6:00 AM - 11:00 PM



Approach & Project Timeline

22- 28 Weeks



Initiate

PROJECT KICKOFF MEETING

Review deliverables, outline process, assign action items



1

Analyze

DESIGN & ARCHITECTURE

Discuss design preferences and vision



2

Site Implementation

IMPLEMENT DESIGN

Design is created, reviewed and approved in JPG format



3

Content Development

DEPARTMENT SPECIFIC MODULES AND CONTENT

Migrate webpages, documents, and files



4

Educate

USER TRAINING

CivicCMS will provide system training to empower users with the skills needed to maintain the website.



5

Launch

WEBSITE LAUNCH

The new website is scheduled to be made available to the public with live domain name.



6





TO: Mayor Lagergren and Council Members
FROM: Mitchell Thiesfeld, Clerk/Finance Director
DATE: September 23, 2024
RE: Call for Public Hearing for Delinquent Utilities and Invoices

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

Delinquent invoices and utilities are assessed to the property owner's real estate taxes if they are not paid 30 days after the public hearing.

Proper notices will be sent to all affected property owners.

RECOMMENDED MOTION:

Motion to call for a public hearing on assessments for delinquent utilities and invoices on certain properties on Tuesday, October 15th, at 6:00 p.m.