



Carver County Community Development Agency

# Board of Commissioners Packet

June 15, 2023

5:00 p.m. - Regular Meeting

CDA Office, 705 N. Walnut Street, Chaska



**National  
Homeownership  
Month 2023**





**CARVER COUNTY CDA  
BOARD OF COMMISSIONERS**

**Agenda**

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**Meeting Date: June 15, 2023**

**5:00 pm**

**CDA Boardroom, Chaska, MN**

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**1. Call To Order and Roll Call**

**2. Audience**

Anyone wishing to address the CDA Board on an item not on the agenda, or an item on the consent agenda, may notify Kari Steen ([karis@carvercda.org](mailto:karis@carvercda.org) or 952-448-7715) and instructions will be given to participate during the meeting or provide written comments. Verbal comments are limited to five minutes.

**3. Approval of Agenda and Meeting Minutes**

A. Approval of Meeting Minutes – May 18, 2023 Regular Meeting

**4. CONSENT AGENDA**

A. Approval of June 2023 Dashboard

B. Approval of Record of Disbursements – May 2023

**5. REGULAR AGENDA**

A. Approval of Community Growth Partnership Initiative Grant Awards-Chuck Swanson

B. Strategic Plan Discussion

i. Housing

ii. Economic Development

iii. Tourism

C. County-Wide Tourism Tour

D. Approval of Revised CDA Drug Free Workplace Policy-Janette Meyer

E. John Fahey, Carver County Commissioner

F. Nick, Koltavy, Assistant County Administrator Carver County

**6. INFORMATION**

**7. ADJOURNMENT**

**For More Information, call 952-448-7715**

**Carver County CDA Board meeting agendas are available online at:**  
<https://www.carvercda.org/about-ccda/board-of-commissioners/>

Next Meeting:

CDA Board of Commissioners Regular Meeting

July 20, 2023 at 5:00 pm

Carver County CDA Boardroom, 705 N Walnut St Chaska, MN 55318



# Board of Commissioners

## Meeting Minutes

**Meeting Date: May 18, 2023**

**5:00 pm**

**CDA Boardroom, Chaska, MN**

Board Chair Carlson called the meeting to order at 5:00 p.m.

**COMMISSIONER ROLL CALL:**

		<b>Present</b>	<b>Absent</b>
Chair	Sarah Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice Chair	Molly Koivumaki	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secretary/Treasurer	Darrel Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner	Adam Teske	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commissioner	Greg Anderson	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**CDA Staff in attendance:**

Executive Director	Julie Frick
Deputy Director	Allison Streich
Director, Finance	Karen Reed
Director, Housing	Shanika Bumphurs
Director, Economic Development	Chuck Swanson
Human Resources	Janette Meyer
Office & Media Coordinator	Kari Steen

**Others in attendance:**

John Fahey, Carver County Commissioner  
 Andy Berg, Abdo Solutions  
 Tyler See, Abdo Solutions

**AUDIENCE**

No audience members addressed the board.

**APPROVAL OF AGENDA AND MEETING MINUTES**

Motion: Sudheimer

Second: Koivumaki

	Ayes: 3	Nays:	Absent:	Abstain:
	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**APPROVAL OF CONSENT AGENDA**

Motion: Koivumaki

Second: Sudheimer

	Ayes: 3	Nays:	Absent:	Abstain:
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	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**23-12 APPROVAL OF 2022 AUDIT**

**WHEREAS**, the Carver County Community Development Agency (herein called the “CDA”) entered into a services contract for the 2022 Audit to be completed by ABDO and

**WHEREAS**, it is required that the Carver County Community Development Agency provide via a contract a yearly audit, and

**NOW, THEREFORE, BE IT RESOLVED BY THE CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY BOARD OF COMMISSIONERS** to accept the 2022 Audit as presented by ABDO.

Motion: Koivumaki

Second: Sudheimer

Ayes: 3    Nays:    Absent:    Abstain:

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**23-13 APPROVAL OF APRIL 2023 RECORD OF DISBURSEMENTS**

**BE IT RESOLVED** by the Carver County Community Development Agency Board of Commissioners, that after review and consideration, the following are approved as presented: CDA Record of Disbursements for April 2023.

Motion: Sudheimer

Second: Koivumaki

Ayes: 3    Nays:    Absent:    Abstain:

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**23-14 APPROVAL OF CERTIFICATION AND ACCEPTANCE OF BRIDGES GRANT FUNDS FOR 2023-2025 GRANT TERM**

**I HEREBY CERTIFY** that I am the duly elected Secretary and keeper of the records of Carver County Community Development Agency (the “CDA”), a public body corporate and politic of the County of Carver, which is a political subdivision of the State of Minnesota; that the following is a true and correct copy of the Resolutions duly and unanimously adopted by all of the members of the CDA on May 18, 2023 all of the members of the CDA being present and constituting a quorum for the transaction of business; that the meeting was called in compliance with all applicable laws of the CDA; that the Resolutions do not conflict with any laws of the CDA; that the Resolutions have not been in any way altered, amended, or repealed and are in full force and effect, unrevoked and unrescinded as of this date, and have been entered

upon the regular Minute Book of the CDA as of this date; and that all of the members of the CDA have, and at the time of adoption of the Resolution had, full power and lawful authority to adopt the Resolutions and to confer the powers thereby granted to the officer(s) named therein, who has (have) full power and lawful authority to exercise the same.

**WHEREAS**, on this 18th day of May, 2023, there has been presented to the meeting of the members of the CDA a proposal for the CDA to receive a Bridges Program Tenant-Based Rental Assistance Grant (the “Grant”) from the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, 400 Wabasha Street N, Suite 400, St. Paul, Minnesota 55102 (the “Agency”), of a sum not to exceed Two Hundred Ninety Nine Thousand Two Hundred Thirty Four and No/100 Dollars (\$299,234) for the Carver CDA Bridges Rental Assistance Program. The terms and receipt of which will be evidenced by the Grant Agreement between the CDA and the Agency.

**NOW THEREFORE**, be it resolved by the members of the HFA that the CDA is authorized to establish and administer a tenant-based rental assistance program; and

**BE IT FURTHER RESOLVED** that Julie M. Frick, the Executive Director, of the CDA, is authorized, on behalf of the CDA at any time hereafter and without further action by or authority or direction from the members of the CDA, to execute and deliver to the Agency, in the forms required by the Agency, the Grant Agreement and all other agreements, instruments, certificates and documents required by the Agency, and to do or cause to be done all other acts and things that the Officers may determine to be necessary or advisable under or in connection with the Grant, and that the execution by the Officers of any agreement, instrument, certificate or document, or the doing of any such act or thing, shall be conclusive evidence of their determination in that respect; and

**BE IT FURTHER RESOLVED**, that the Agency is authorized to rely on the continuing force and effect of these Resolutions until receipt by the Commissioner of the Agency at its principal office of notice in writing from the CDA of any amendments or alterations thereto.

Motion: Koivumaki

Second: Sudheimer

	Ayes: 3	Nays:	Absent:	Abstain:
	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**23-15 APPROVAL OF CERTIFICATION AND ACCEPTANCE OF BRIDGES RTC GRANT FUNDS FOR 2023-2025 GRANT TERM**

**I HEREBY CERTIFY** that I am the duly elected Secretary and keeper of the records of Carver County Community Development Agency (the “CDA”), a public body corporate and politic of the County of Carver, which is a political subdivision of the State of Minnesota; that the following is a true and correct copy of the Resolutions duly and unanimously adopted by all of the members of the CDA on May 18, 2023, all of the members of the CDA being present and constituting a quorum for the transaction of business; that the meeting was called in compliance with all applicable laws of the CDA; that the Resolutions do not conflict with any laws of the CDA; that the Resolutions have not been in any way altered, amended, or repealed and are in full force and effect, unrevoked and unrescinded as of this date, and have been entered upon the regular Minute Book of the CDA as of this date; and that all of the members of the CDA have, and at the time of adoption of the Resolution had, full power and lawful authority to adopt the Resolutions and to confer the powers thereby granted to the officer(s) named therein, who has (have) full power and lawful authority to exercise the same.

**WHEREAS**, on this 18th day of May, 2023, there has been presented to the meeting of the members of the CDA a proposal for the CDA to receive a Bridges RTC Program Tenant-Based Rental Assistance Grant (the “Grant”) from the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, 400 Wabasha Street N, Suite 400, St. Paul, Minnesota 55102 (the “Agency”), of a sum not to exceed Forty-One Thousand Six Hundred Sixty-Four

and No/100 Dollars (\$41,664) for the Carver CDA Bridges RTC Rental Assistance Program. The terms and receipt of which will be evidenced by the Grant Agreement between the CDA and the Agency.

**NOW THEREFORE**, be it resolved by the members of the HFA that the CDA is authorized to establish and administer a tenant-based rental assistance program; and

**BE IT FURTHER RESOLVED** that Julie M. Frick, the Executive Director, of the CDA, is authorized, on behalf of the CDA at any time hereafter and without further action by or authority or direction from the members of the CDA, to execute and deliver to the Agency, in the forms required by the Agency, the Grant Agreement and all other agreements, instruments, certificates and documents required by the Agency, and to do or cause to be done all other acts and things that the Officers may determine to be necessary or advisable under or in connection with the Grant, and that the execution by the Officers of any agreement, instrument, certificate or document, or the doing of any such act or thing, shall be conclusive evidence of their determination in that respect; and

**BE IT FURTHER RESOLVED**, that the Agency is authorized to rely on the continuing force and effect of these Resolutions until receipt by the Commissioner of the Agency at its principal office of notice in writing from the CDA of any amendments or alterations thereto.

Motion: Sudheimer

Second: Koivumaki

	Ayes: 3	Nays:	Absent:	Abstain:
	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**23-16 APPROVAL OF PROCUREMENT FOR CROSSINGS AT TOWN CENTRE**

**WHEREAS**, the Carver County Community Development Agency (herein called the CDA) will be accepting a Best Value bid for the roof replacement at Crossings at Town Centre Apartments;

**WHEREAS**, funds are available from the surplus and replacement reserve accounts for the property.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of CDA that the Contracting Officer or his/her designee be authorized to sign a contract/contracts for the project with the Best Value bidder/bidders, in an amount not to exceed \$500,000

Motion: Koivumaki

Second: Sudheimer

	Ayes: 3	Nays:	Absent:	Abstain:
	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**INFO Letter of Intent was submitted to the Broker for Gateway Place**  
Julie Frick presented.

Board Chair Carlson called the meeting to adjourn at 6:15 p.m.

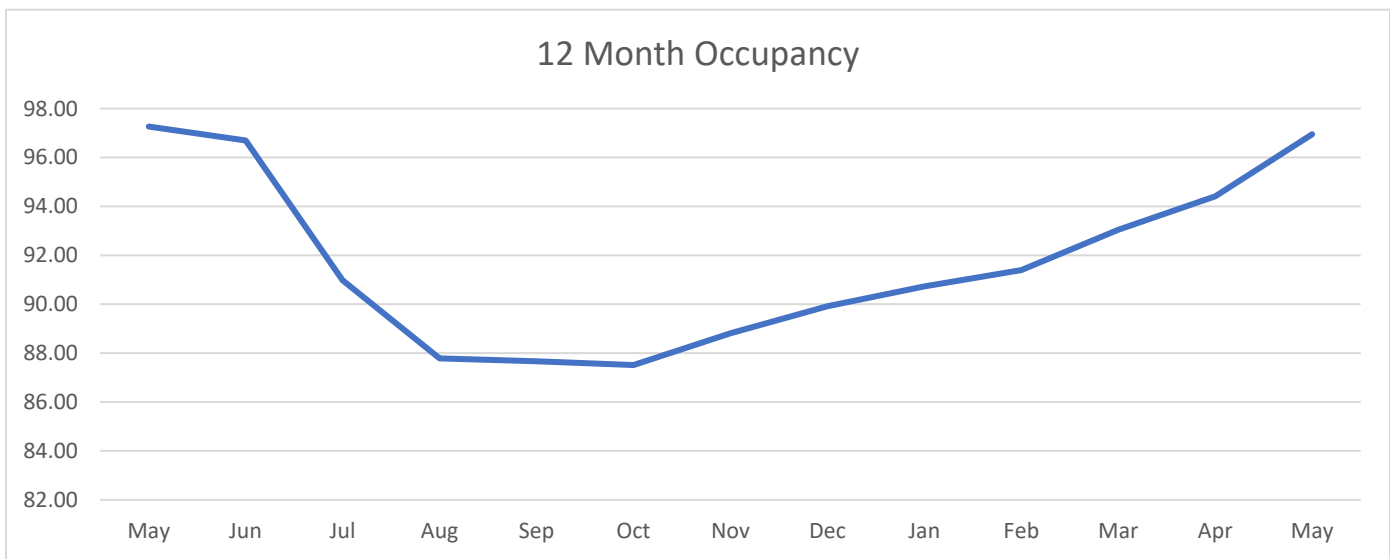
Motion: Sudheimer

Second: Koivumaki

# DASHBOARD/DEPARTMENT BOARD REPORT JUNE 2023

## HOUSING UPDATES

HOUSING OCCUPANCY			
	Workforce	Senior	Total
# Units	395	339	734
# Leased	381	327	708
Occupancy Rate	98%	96%	97%



\*12 Month Occupancy Report includes 12 to be rehabbed vacant units at Hilltop/Mayer\*

### 2023 Capital Improvements in Process

Property	Improvement Project	Status and Tentative Schedule
Brickyard	<ol style="list-style-type: none"> <li>Brick and concrete repairs around entire building.</li> <li>Hallway Lighting Replacement</li> </ol>	<ol style="list-style-type: none"> <li>Working on bid documents for phased approach.</li> <li>Waiting on backordered lights and confirmation from City regarding Energy Efficiency Rebate</li> </ol>
Centennial	<ol style="list-style-type: none"> <li>Roof Replacement</li> </ol>	<ol style="list-style-type: none"> <li>Shingles done, flat roof portion of project starting on 6/20.</li> </ol>
Crossings	<ol style="list-style-type: none"> <li>Roof Replacement</li> <li>Entryway Concrete Replacement</li> </ol>	<ol style="list-style-type: none"> <li>Approval of vendor in board packet.</li> <li>Reviewing Bids</li> </ol>
Hilltop	<ol style="list-style-type: none"> <li>Property Transition and Rehab</li> </ol>	<ol style="list-style-type: none"> <li>Unit rehabs awarded. Working on bidding out parking lot.</li> </ol>



Oak Grove	<ol style="list-style-type: none"> <li>1. Concrete Work: Sidewalks, Catch Basin, and Entry</li> </ol>	<ol style="list-style-type: none"> <li>1. Received 3 bids, working with the City of NYA.</li> </ol>
Waybury	<ol style="list-style-type: none"> <li>1. Phase 3 of Grading Project</li> <li>2. Concrete and Drainage Repair</li> </ol>	<ol style="list-style-type: none"> <li>1. Approved, waiting for start date.</li> <li>2. Approved, waiting for start date.</li> </ol>
Windstone	<ol style="list-style-type: none"> <li>1. Parking Lot Seal Coating</li> <li>2. Stoop Repair and Replacement</li> <li>3. Mulching Project</li> </ol>	<ol style="list-style-type: none"> <li>1. Starting 6/15.</li> <li>2. Waiting for the 3rd bid.</li> <li>3. Approved, waiting for start date.</li> </ol>
Spruce	<ol style="list-style-type: none"> <li>1. Lighting Project Completion</li> </ol>	<ol style="list-style-type: none"> <li>1. Starting 6/20.</li> </ol>
Lake Grace	<ol style="list-style-type: none"> <li>1. Building Electrical Panel Replacements</li> <li>2. Water Softener Installation</li> <li>3. Parking Lot Repairs</li> </ol>	<ol style="list-style-type: none"> <li>1. Approved, waiting for start date.</li> <li>2. Starting in B Building 6/5.</li> <li>3. In Progress.</li> </ol>

**Staffing News:**

- Mohamed Ahmed was hired as a Property Manager for Lake Grace and Bluff Creek, he started 6/5/23.
- Open Caretaker positions are being filled by a third-party vendor at the following properties: Lake Grace, Windstone, Waybury, and Trail's Edge South.

**Miscellaneous Update:**

- New resident resource packets have been created for all the properties with information specific to the property community.

**Congratulations to:**

Andra Willis and Shanika Bumphurs for completing their HCCP Tax Credit Certification Training.

**SPECIAL PROGRAMS**

Program	Grant Term	# Units Under Contract	% Under Contract
Bridges	7/1/21-6/30/23	13	100%
Bridges RTC	7/1/21-6/30/23	3	100%
Housing Trust Fund	10/1/21-9/30/23	16	80% (1 searching, 1 application)
CoC PSH	8/1/22-7/31/23	14	80% (1 searching)

## Resident Services

## Presentations (2023)

Agency	Property	Number of Residents
SW Transit	Waybury	9
	Centennial	17
River Valley Health Services	Waybury	12
WeCAB	Waybury	7
	Centennial	19

## 2023 YTD:

# of appointments	# of residents/clients	Mobile food shelf participants	Energy Assistance Program Application assistance
25	23	Waybury-26 Centennial-3 Crossings-4 Brickyard-4 Trail's Edge-5	10 new

## CDA SERVICES BY COMMUNITY

The table below lists the main CDA services and number of participants or units for each Carver County Community. Numbers are year to date (or are noted accordingly).

	Housing Counselors (includes foreclosure prevention, homebuyers, rental, & homeless)-2021	Metro HRA Housing Choice Vouchers	CDA Affordable Rental Units	CDA Subsidized Rental Units	CDA Rental Assistance Participants	Septic Loans and Grants	Community Growth Partnership Initiative (awards since 2016) plus outstanding Business Loan Funds	Entrepreneur Support Program (Thru Q4 2021)	Land Trust Units	Housing Rehab (single family and multifamily rental)	Commercial and Mixed-Use Rehab
Carver	1	17	11	9	5		3	3			
Chanhassen	3	45	60	20	1		5	3			
Chaska	16	145	200	174	21		3	9	23	2	
Cologne				3			1	5	1		
Hamburg											
Mayer				10	1				1		
New Germany							4				
NYA		3	49		1		3	5		3	7
Victoria	1		1	3			4	4	1		
Waconia	3	13	69	44	3		2	4	9		
Watertown	2	2		34			4	2	1	7	9
Townships						17	1				
Other	29							1			
<b>TOTAL</b>	<b>55</b>	<b>225</b>	<b>390</b>	<b>297</b>	<b>32</b>	<b>17</b>	<b>30</b>	<b>36</b>	<b>36</b>	<b>12</b>	<b>16</b>

## FINANCE

### FINANCE

		May 2023 YTD Actual	May 2023 YTD Budget	Variance
<b>CDA</b>	Revenue	6,092,310	6,220,901	(125,591)
	Expenses	4,334,748	4,684,893	350,145
	Cash Balance	6,946,652		

		May 2023 YTD Actual	May 2023 YTD Budget	Variance
<b>Properties</b>	Revenue	3,203,038	3,188,665	14,373
	Expenses	2,010,632	2,186,143	175,511
	Cash Balance	2,631,543		

### Revenue Recapture collected through May

Note-Write-off amounts and collected amounts may not be from the same year.

Property:	Written off:	Collected:	Notes:
Lake Grace	\$5,392	\$836	
Carver Homes	\$10,568	\$14,967	
Bluff Creek	\$ 21		
Oak Grove			
Hilltop	\$1310		
Centennial	\$1,289		
Crossings			
Waybury	\$569		
Windstone	\$2,095		
<b>Total:</b>	<b>\$21,244</b>	<b>\$15,803</b>	

### Other Finance updates

Consolidated YTD revenues for the CDA through May were \$6,092,310 and expenses were \$4,334,748. **Net Operating Income was \$1,757,562, 14% over budget.** YTD Revenues for the properties were \$3,203,038 and expenses were \$2,010,632. **Net Operating Income was \$1,192,406, 19.0% over budget.**

## COMMUNITY & ECONOMIC DEVELOPMENT

### COMMUNITY LAND TRUST (CCCLT)

Total Units	38
Total resales YTD	1
# of families helped	70
Waiting list	0
Acquisition this month	0
Funding amount by source for current acquisitions	N/A
Community	N/A

**Notes:**

Vacant Lot at 413 Franklin Ave NE, Watertown, will apply for funding in 2023

Chaska Yards (Ernst/Ess Project) Construction/Rehab phase. Start summer 2023, complete summer 2024.

Habitat for Humanity (2 CLT Units) Two duplexes, completed Summer/Fall 2023.

### BUSINESS DEVELOPMENT - NEXTSTAGE

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Total 2023
Total Carver County Clients Assisted	15				
# of Financing Events	3				
Total Financing/Investment	\$111,000				
New Business Starts	-				
New FT Jobs	-				
New PT Jobs	-				

**COMMUNITY GROWTH PARTNERSHIP INITIATIVE (CGPI)**

Open Grants:

Year	Grant	City	Project	Budget
2020	Community Development	CDA – Carver	103 Unit Senior Workforce Hsg	\$85,000
2020	Community Development	CDA – Chaska	Ernst House Rehab	\$85,000
2021	Community Development	CDA – Chaska	Ernst House Rehab	\$92,500
2022	Community Development	Norwood Young America	Tacoma West Industrial Park	\$100,000
2022	Pre Development	Mayer	Old Firehall	\$7,500
2022	Pre Development	Victoria	Downtown West	\$7,500
2022	Pre Development	Chaska	Sewer Feasibility	\$7,500

**MINNESOTA CITIES PARTICIPATION PROGRAM (MCP) –**

2023 allocation is \$1,943,009 (increase of 9.4% from 2022). Numbers through March 2023.

	# Committed loans	Total \$	% of allocated funds
First Mortgage Loans	4	\$963,372	26%
Additional Start-up loans	3	\$831,922	N/A
Step up loans	5	\$1,556,117	N/A
Down payment assistance		\$77,000	N/A
TOTALS	12	\$3,351,411	N/A

**SEPTIC / WELL LOAN PROGRAM (SSTS)**

	2024 new assessments	Underway (anticipated 2024 assessment)	2023 Paid Off	Total active assessments
Applications	1	2	1	53

# TOURISM

<b>TOURISM WEBSITE visitcarvercounty.com</b>					
	<b>Q1 2022</b>	<b>Q2 2022</b>	<b>Q3 2022</b>	<b>Q4 2022</b>	<b>Total 2022</b>
Page Views	763	747	868	734	3,112
Average Engagement	1m 51s	46s	1m 27s	1m 45s	1m 33s
Top 3 Pages	Home/Events/To Do	Home/Events/To Do	Home/Events/To Do	Home/Events/To Do	Home/Events/To Do
	<b>Q1 2023</b>	<b>Q2 2023</b>	<b>Q3 2023</b>	<b>Q4 2023</b>	<b>Total 2023</b>
Page Views	826				
Average Engagement	1m 3s				
Top 3 Pages	Home/Events/To Do				

## **ADMINISTRATIVE/OTHER ITEMS OF INTEREST**

### **Carver Place:**

The CDA and the City of Carver will be hosting a neighborhood meeting on Tuesday, June 27 from 5:00 pm to 6:00 pm. This will provide city residents the opportunity to learn about the project and ask questions prior to the CDA taking the project through city entitlement. The open house will be held on the CDA land located at 1591 Hartwell Dr.

### **Housing Roundtable:**

The CDA will be hosting a Housing Roundtable on Thursday, June 29 from 1:00 pm to 3:00 pm at the MN Landscape Arboretum. The roundtable will include city staff and elected officials. The event will include a discussion of housing needs and the establishment of a local housing trust fund.





# Board of Commissioners

## Request for Board Action

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Meeting date: June 15, 2023

Agenda #: 4C

**DEPARTMENT:** Finance

**FILE TYPE:** Regular-Consent

**TITLE:** Approval of Record of Disbursements - May 2023

**PURPOSE/ ACTION REQUESTED:** Approve Record of Disbursements for May 2023

**SUMMARY:** In May 2023, the Carver County Community Development Agency (CDA) had \$964,225.50 in disbursements and \$138,758.67 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance Department.

**RECOMMENDATION:** Staff recommends approval of the Record of Disbursements for May 2023

**EXPLANATION OF FISCAL/ FTE IMPACTS:**

These disbursements are included in the Fiscal Year Ending December 31, 2023 budget.

None  Current budget  Other  Amendment requested  New FTE(s) requested

**RESOLUTION:**

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the May 2023 Record of Disbursements is approved as written.

**PREVIOUS BOARD ACTION**

N/A

**ATTACHMENTS**

Attachment A: Records of Disbursement – May 2023

**BOARD GOALS**

Focused Housing Programs  Collaboration  Development/Redevelopment  
 Financial Sustainability  Operational Effectiveness

**PUBLIC ENGAGEMENT LEVEL**

Inform and Listen  Discuss  Involve  N/A

**CONTACT**

Department Head: Karen Reed, Director of Finance

Author: Karen Reed, Director of Finance

**Carver County CDA  
Record of Disbursements  
For the Month of May 2023**

	<b>Date</b>	<b>Amount</b>	<b>Total</b>
<b>Carver Homes</b>	05/01/23	\$53,059.18	
	05/10/23	\$46,396.71	
	05/17/23	\$20,633.30	
	05/24/23	\$34,244.61	
		<hr/>	\$154,333.80
<b>CDA</b>	05/01/23	\$119,390.75	
	05/10/23	\$12,784.53	
	05/17/23	\$69,657.66	
	05/24/23	\$91,885.46	
		<hr/>	\$293,718.40
<b>Properties</b>	05/01/23	\$91,706.55	
	05/10/23	\$269,043.60	
	05/17/23	\$64,555.88	
	05/24/23	\$90,867.27	
		<hr/>	\$516,173.30
<b>Total May 2023 Disbursements</b>			<b><u><u>\$964,225.50</u></u></b>
<b>May 2023 Payroll</b>			
	05/10/23	\$69,564.35	
	05/24/23	\$69,194.32	
		<hr/>	<b><u><u>\$138,758.67</u></u></b>

Disbursement detail is available in the Finance Office



# Board of Commissioners

## Request for Board Action

Meeting date: June 15<sup>th</sup>, 2023

Agenda number: 5A

**DEPARTMENT:** Community & Economic Development

**FILE TYPE:** Regular Agenda

**TITLE:** Approval of Community Growth Partnership Initiative Grant Awards

**PURPOSE/ ACTION REQUESTED:** Approve recommendation of scoring committee.

**SUMMARY:** The Community Growth Partnership Initiative Grant Program (CGPI) started in January 2016 with the goals to increase the tax base and improve the quality of life in Carver County through Affordable Housing, Community Development, and Predevelopment strategies. As part of the 2023 CDA budget \$400,000 was allocated to the CGPI program. 10% (\$40,000) is reserved for Predevelopment grants leaving \$360,000 for Community Development & Housing grants.

We received four (4) Predevelopment applications requesting a total of \$30,000.

Laketown Township	Sewer Feasibility Study	\$7,500
NYA	Comprehensive Housing Study	\$7,500
Chanhassen	Downtown Design Guidelines	\$7,500
New Germany	Black Forest/Trophy Lake Wastewater	\$7,500

We received six (6) Community Development/Housing applications requesting a total of \$600,000.

Waconia	Trails Edge Senior	\$100,000
Waconia Township	Sovereign Estates Tasting Rm Kitchen/Bath	\$100,000
Mayer	Old Firehall Commercial Redevelopment	\$100,000
Carver	Mizzy's Pizza	\$100,000
Watertown	Watertown Warehouses	\$100,000
NYA	Tacoma West Industrial Park Phase II	\$100,000

**RECOMMENDATION:** Based on the totals for the submitted scoring sheet tabulations and scoring committee discussions, the recommendations are as follows:

Pre-Development: Fund all four (4) submitted applications at \$7,500 for a total of \$30,000

Community Development/Housing: Fund the top four (4) scoring applications at \$90,000 for a total of \$360,000

Waconia Township	\$90,000
Mayer	\$90,000
Carver	\$90,000
Watertown	\$90,000

**EXPLANATION OF FISCAL/ FTE IMPACTS:**

None  Current budget  Other  Amendment requested  New FTE(s) requested

**RESOLUTION:**

WHEREAS, the Carver County Community Development Agency (CDA) established a Community Growth Partnership Initiative program (Initiative) in 2016 to assist Carver County cities with redevelopment goals and promote the development of affordable housing; and

WHEREAS, the Initiative program has an approved budget of available grant funds of \$400,000 for the fiscal year ending December 31, 2023; and

WHEREAS, Carver County cities and townships can apply up to \$100,000 per community development project (through one or a combination of projects per local government) and up to \$7,500 per pre-development grant (one per local government);

WHEREAS, the CDA received four pre-developments grants and six community development applications from Carver County cities and townships on May 26<sup>th</sup>, 2023, for a total request of \$630,000; and

WHEREAS, the Initiative Review Panel reviewed applications based upon the threshold and competitive criteria; and

WHEREAS, the Initiative Review Panel recommends four pre-development grants and four community development grants; and

NOW, THEREFORE, BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners as follows:

That the following projects be awarded upon the grantees meeting program guidelines, and entering into grant agreements with the CDA, in form and content acceptable to the Executive Director of the CDA; and

<b>APPLICANT</b>	<b>PROJECT</b>	<b>GRANT SOURCE</b>	<b>FUNDING AMOUNT</b>
Laketown Township	Sewer Feasibility	Pre-Development	\$7,500
City of NYA	Comp Hsg Study	Pre-Development	\$7,500
City of Chanhassen	Downtown Design	Pre-Development	\$7,500
City of New Germany	Black Forest/Trophy Lake Wastewater	Pre-Development	\$7,500
Waconia Township	Sovereign Estates Tasting Rm Kitchen & Bathroom	Community Development	\$90,000
City of Mayer	Old Firehall Redevelopment	Community Development	\$90,000
City of Carver	Mizzy's Pizza	Community Development	\$90,000
City of Watertown	Watertown Warehouses	Community Development	\$90,000

**PREVIOUS BOARD ACTION**

NA

**ATTACHMENTS**

23 CGPI Applications

**BOARD GOALS**

- Focused Housing Programs  
  Collaboration  
  Development/Redevelopment  
 Financial Sustainability  
  Operational Effectiveness

**PUBLIC ENGAGEMENT LEVEL**

- Inform and Listen  
  Discuss  
  Involve  
  N/A

**CONTACT**

Department Head: Chuck Swanson, Director of Community and Economic Development  
 Author: Chuck Swanson, Director of Community and Economic Development

# Community Growth Partnership Initiative 2023 Community Development Grant Application

Project name: Mizzy's Pizza

Applicant: City of Carver

Contact name: Erin Smith

Contact email and phone: [esmith@cityofcarver.com](mailto:esmith@cityofcarver.com) | 952-448-8743

Authorized official for contract execution (name and title): Brent Mareck, City Manager

## Project Summary:

The property is located at 4715 Dahlgren Road, and is within a commercial node called Carver Square. Carver Square was originally platted in 2017 and established 4 commercial lots for development and is home to Carver Dental, Children of Tomorrow, Chiropractic Specialists, and Strive Nutrition. The Misgens purchased the fourth lot in 2021. The Misgens own Mizzy's Pizza which has locations in Belle Plaine and their Carver site. The project moved through City approvals in 2022, began construction in October 2022, and is slated to open June 2023.

Through the planning and construction process, the Misgens were faced with several development and construction costs that exceeded their construction budget. The application is to cover water and infrastructure costs related to the project. The Misgens are seeking \$100,000 through the Community Growth Partnership Initiative.

# 1. Request Details

1a. Request Amount:

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Acquisition   | <input checked="" type="checkbox"/> Utilities | <input checked="" type="checkbox"/> Sidewalks/Trails |
| <input checked="" type="checkbox"/> Lighting      | <input checked="" type="checkbox"/> Site Work | <input type="checkbox"/> Demolition                  |
| <input checked="" type="checkbox"/> Landscaping   | <input type="checkbox"/> Roadways             | <input type="checkbox"/> Stormwater                  |
| <input checked="" type="checkbox"/> Streetscaping | <input type="checkbox"/> Soil Remediation     | <input type="checkbox"/> Environmental cleanup       |
| <input checked="" type="checkbox"/> Parking       | <input type="checkbox"/> Relocation           |  |
| <input type="checkbox"/> Other (list)             |   |  |

# 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study		Not Applicable
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)		Not Applicable
Environmental approvals		Not Applicable
Construction bids		Not Applicable
Permits		Not Applicable
Site control		Not Applicable
Financial closing		Not Applicable
Clean up/demolition		Not Applicable
Begin construction		Not Applicable
Project completion		Not Applicable
<i>Project Funding Sources</i>		
First mortgage		
General partner cash/other equity	November 2021	\$65,000
Syndication proceeds		
Deferred loans		
TIF		
Sales tax/energy rebates		
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI		
City		
Other: SBA Loan		\$1,150,000
Other: SBA Loan		\$920,000

2a. Total development cost: \$1,735,000

Percentage of funds committed: 100%

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

### 3. Project Details

3a. Site address(es) 4715 Dahlgren Road

3b. Site size .81 Acres

3c. Number of parcels 1

3d. Parcel ID(s): 201160010

#### Housing

3e. Are there any existing housing units on the site: Yes **No**  
If so, how many?

Are any of the units vacant? Yes No **N/A**

3f. Are any of the existing units affordable? Yes **No**

3g. Housing Units *(Indicate the number of housing units planned in the project)*

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								
Apartments/Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability? Yes No

3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)?

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

Yes No



## Commercial

- 3l. Are there existing commercial buildings on the site: Yes **No** If so, how many?  
 Are any of the units vacant? Yes No **N/A**

### 3m. Commercial square footage (Indicate the square footage and jobs planned for the project)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages ≥\$17/hour
Retail/commercial	7,532	7,532		10		40
Industrial						
Office						
Other (Specify)						

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

Mizzy's Pizza. The building as tenant space that will be rented in the future. Total tenant space is 2,587 of the total 7,532 square feet.

## 4. Project Costs

4a. Current taxable market value of the site: \$171,300

4b. Anticipated taxable market value after redevelopment: \$2,300,000

4c. Development costs

Acquisition cost: \$246,000

Total development cost: \$1,735,000

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition		
Utilities	\$82,350	
Sidewalks/Trails	\$39,875	
Lighting	\$37,500	
Site Work	\$69,840	
Demolition		
Landscaping	\$40,350	
Roadways		
Stormwater		
Streetscaping		
Soil Remediation		
Environmental cleanup		
Parking	\$26,983	
Other Connection Fees	\$118,560	
Other Fence	\$15,000	

## 5. Narrative

5a. Describe how this project fits into the city's goals and the Redevelopment Plan, its public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

The City of Carver is rapidly developing and there is a need for additional restaurants in our community. The Misgens live in Carver so we are excited to have a true local business joining our offerings both to Carver residents as well as people visiting the community. The project brings 60 jobs to the community ranging from fulltime to part time hours.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment.

The site was undeveloped.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

The Carver Square site utilizes a shared parking agreement for the businesses within the development. The site is adjacent to several residential neighborhoods and is walkable/bike-able for a majority of the community. Residential development in Carver has exploded within the past 5 years and there is a need for commercial development where Carver residents can spend money locally.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soil, hazardous waste or other elements? If so, describe the type of clean up.

There was no contamination on site.

5e. Describe how the project is maximizing the potential of the site.

The site has been zoned for a commercial user since 2017. The community is eager for additional restaurant users, making Mizzy's a welcomed business in Carver.

5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.

No.

5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

From the Misgens:

The extraordinary costs facing our project started with the SAC/WAC fee, which was 2.5x what we had in our construction budget. From the get-go, we were stretched and starting off over budget due to this. The city graciously is allowing us to pay those fees over time, but this is an additional payment not anticipated in the cost of this project and there was no way around it. We would have had to sell the land and scrap the project. The city has also required the addition of a fence which was not in our budget.

We faced numerous delays at the onset of construction due to early cold snap with snow in November which meant we did not get curb and gutter poured on schedule as the mixing plants shut down.

We were faced with additional costs in the spring in heating costs to bring in heat to the building to pour concrete. We have had numerous issues with supply chains and obtaining crucial equipment. For example, the hurricanes in Florida meant it was almost impossible to secure our generator and the cost had increased due to demand. We are still waiting on the switch gear, of which there is a nation-wide shortage on. We cannot finish this project without that piece. At this point we are faced with purchasing one at double the original cost, or waiting to see if the third back-order date will be filled. Other general issues with material costs like lumber which is still over priced on the market and had to be purchased above budget price.

We are faced with loan payments now from our SBA loan, tax payments, etc and are still not open due to the delays and missing equipment, which is presenting a significant hardship without this project open and generating income. We have tenant space available at the end of our unit and at this point we cannot finish that space for rental income as we are over budget on this project and need to do everything possible to get open to generate income.

## Attachments

1. City Resolution (sample is attached and must contain all provisions listed)
2. Location map
3. Site plan and elevations (if available)
4. Existing conditions photos
5. Redevelopment plan (if it is a redevelopment project)
6. Relocation plan (if applicable)
7. Copies of any funding commitments
8. Evidence of site control
9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.



**CITY OF CARVER  
CARVER COUNTY, MINNESOTA  
RESOLUTION NO. 119-23**

**A RESOLUTION AUTHORIZING APPLICATION TO THE CARVER  
COUNT COMMUNITY DEVELOPMENT AGENCY FOR MIZZY'S  
PIZZA**

WHEREAS, the City of Carver has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

WHEREAS, the City has identified a project that will create living wage jobs; and

WHEREAS, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative predevelopment program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the City of Carver approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

BE IT FURTHER RESOLVED that if the application is approved by the Carver County CDA, the City of Carver, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Adopted by the City Council of the City of Carver on this 15th day of May, 2023.

  
Courtney Johnson, Mayor

ATTEST:

  
Vicky Sons-Eiden, City Clerk



**Legend**

-  City Limits
-  Preliminary Plats
-  Parcels 02/07/2023



**Mizzy's Location**



**Disclaimer:**

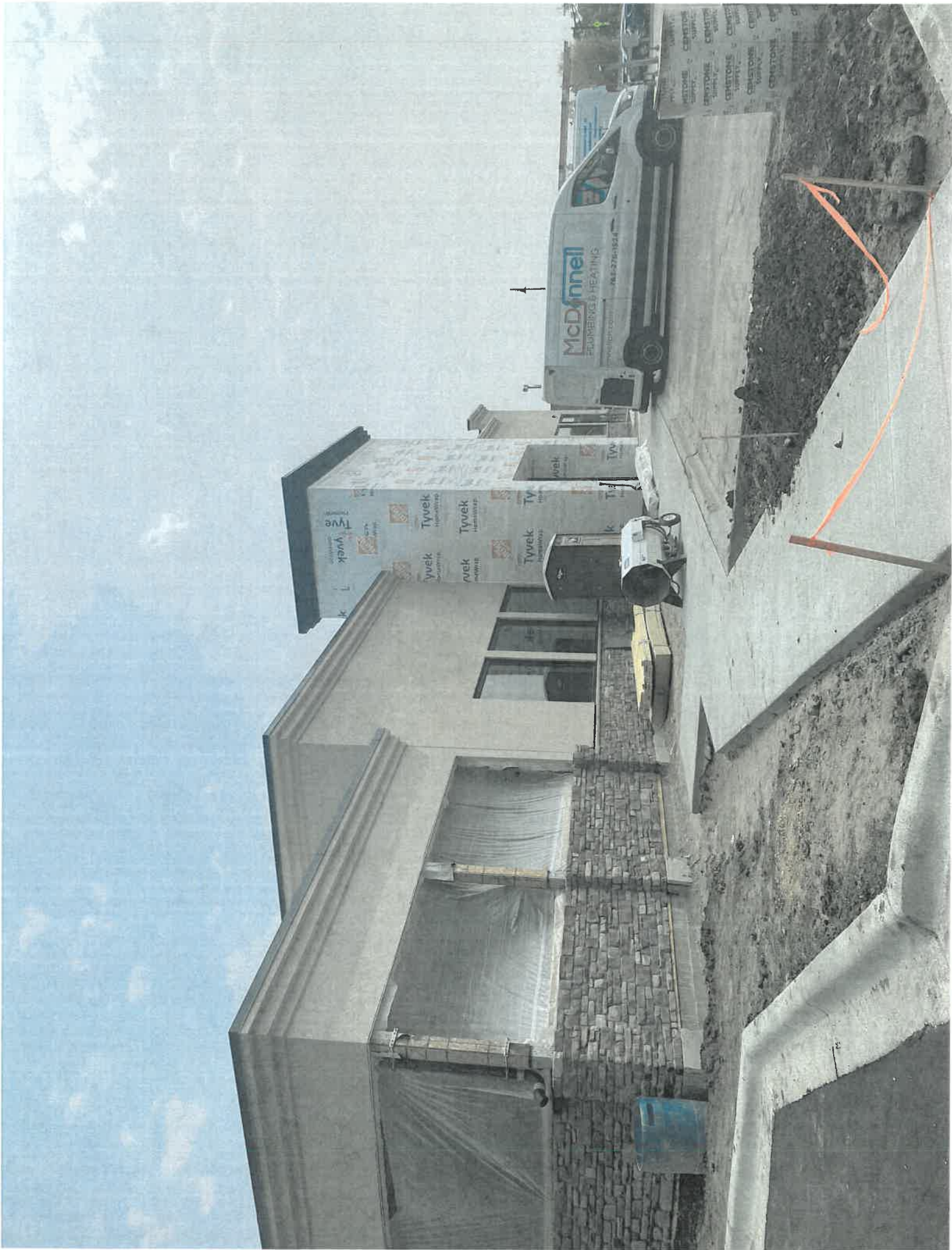
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Carver is not responsible for any inaccuracies herein contained.

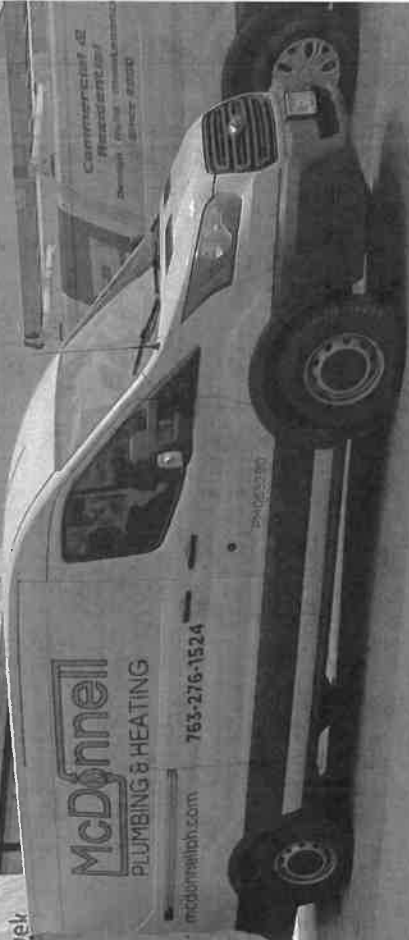


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# Closing Disclosure

*This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.*

## Closing Information

Date Issued  
 Closing Date 09/15/2022  
 Disbursement Date 09/15/2022  
 Settlement Agent GCS Title  
 File # MN-08-221103  
 Property 4715 Dahlgren Road  
 Carver, MN 55315  
 Lot 1 Block 1 CARVER  
 SQUARE

## Transaction Information

Borrower(s) Mizzy's Properties, LLC  
 964 Woodview Circle  
 Carver, MN 55315  
 Lender First National Bank Minnesota

## Loan Information

Loan Term  
 Purpose Refinance  
 Product  
 Loan Type  
 Loan ID # 201500541  
 MIC #

Appraised Prop.  
 Value:

Loan Terms		Can this amount increase after closing?
Loan Amount	\$1,150,000	No
Interest Rate		No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>		No
Prepayment Penalty		No
Balloon Payment		No

Projected Payments		Year 1
Payment Calculation		
Principal & Interest		—
Mortgage Insurance		—
Estimated Escrow <i>Amount can increase over time.</i>		+ —
Estimated Total Monthly Payment		+ —

Estimated Taxes, Insurance & Assessments <i>Amount can increase over time. See page 4 for details</i>	\$0.00 a month	<p>This estimate includes</p> <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p>	In escrow?
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Costs at Closing	
Closing Costs	\$547,752.01 Includes \$25,065.00 in Loan Costs + \$522,687.01 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details</i>
Cash to Close	\$165,459.00 Includes Closing Costs. See "Calculating Cash to Close" on page 3 for details. <i>See "Calculating Cash to Close" on page 3 for details.</i> <input checked="" type="checkbox"/> From Borrower <input type="checkbox"/> To Borrower

# Closing Cost Details

LOAN COSTS	Borrower Paid		Seller Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
<b>A. Origination Charges</b>		\$21,566.00			
01 0% of Loan Amount (Points)					
02 Appraisal Fee to First National Bank Minnesota	\$4,000.00				
03 Document Prep Fee to First National Bank Minnesota	\$275.00				
04 Flood Certification Fee to First National Bank Minnesota	\$11.00				
05 Origination Fee to First National Bank Minnesota	\$17,250.00				
06 UCC Filing/Termination Fee to First National Bank Minnesota	\$20.00				
07 UCC Search to First National Bank Minnesota	\$10.00				
<b>B. Services Borrower Did Not Shop For</b>		\$399.00			
01 Records Search Assessment to First National Bank Minnesota	\$399.00				
02					
03					
04					
05					
06					
07					
<b>C. Services Borrower Did Shop For</b>		\$3,100.00			
01 Title - Closing Fee to GCS Title	\$200.00				
02 Title - Draws to GCS Title	\$700.00				
03 Title - Lender's Title Policy to Global Closing & Title Services, LLC dba GCS Title	\$1,425.00				
04 Title - Payoff Handling Fee to GCS Title	\$30.00				
05 Title - Priority Pictures to GCS Title	\$150.00				
06 Title - Title Exam Fee to GCS Title	\$595.00				
07					
08					
<b>D. TOTAL LOAN COSTS (Borrower-Paid)</b>		\$25,065.00			
Loan Costs Subtotals (A + B + C)		\$25,065.00			
<b>OTHER COSTS</b>					
<b>E. Taxes and Other Government Fees</b>		\$2,788.00			
01 Recording Fees Deed: Mortgage: \$46.00	\$138.00				
02 Conservation Fee (County Security Instrument Taxes) to Carver County Recording Office	\$5.00				
03 Mortgage Registration Tax (State Security Instrument Taxes) to Carver County Recording Office	\$2,645.00				
04					
<b>F. Prepays</b>		\$4,426.00			
01 Homeowner's Insurance Premium ( mo.)					
02 Mortgage Insurance Premium ( mo.)					
03 Prepaid Interest ( per day from 09/15/22 to 10/01/22)					
04 Property Taxes ( mo.) Carver County Property Tax Department	\$4,426.00				
05					
<b>G. Initial Escrow Payment at Closing</b>					
01 Homeowner's insurance					
02 Mortgage insurance					
03 Property taxes					
04					
05					
06					
07					
08 Aggregate adjustment					
<b>H. Other</b>		\$515,473.01			
01 Draw / Advance to National Contractors, Inc.	\$515,473.01				
02					
03					
04					
05					
06					
07					
08					
<b>I. TOTAL OTHER COSTS (Borrower-Paid)</b>		\$522,687.01			
Other Costs Subtotals (E + F + G + H)		\$522,687.01			
<b>J. TOTAL CLOSING COSTS (Borrower-Paid)</b>		\$547,752.01			
Closing Costs Subtotals (D + I)		\$547,752.01			
Lender Credits		\$547,752.01			

**Payoffs and Payments**

Use this table to see a summary of your payoffs and payments to others from your loan amount.

To	Amount
01 First Payoff to First National Bank MN	\$181,198.62
02 Second Payoff	
03 Third Payoff	
04 Fourth Payoff	
05 Funds Retained	\$572,892.87
06 Funds Required for 2nd Mortgage	\$13,615.50
07	
08	
09	
10	
11	
12	
13	
14	
15	
<b>K. TOTAL PAYOFFS AND PAYMENTS</b>	<b>\$767,706.99</b>

**Calculating Cash to Close**

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$0	\$1,150,000.00	NO
Total Closing Costs (J)	\$0	-\$547,752.01	NO
Closing Costs Paid Before Closing	\$0	\$0.00	NO
Total Payoffs and Payments (K)	\$0	-\$767,706.99	NO
Cash to Close	\$0	\$165,459.00	
	<input type="checkbox"/> From Borrower <input type="checkbox"/> To Borrower	<input checked="" type="checkbox"/> From Borrower <input type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$382,293.01

**Loan Disclosures**

**Assumption**

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
  - will not allow assumption of this loan on the original terms.

**Demand Feature**

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

**Late Payment**

If your payment is more than days late, your lender will charge a late fee of of the late payment amount.

**Negative Amortization (Increase in Loan Amount)**

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

**Partial Payments**

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

**Security Interest**

You are granting a security interest in

4715 Dahlgren Road

Carver, MN 55315

Lot 1 Block 1 CARVER SQUARE

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

**Escrow Account**

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

**Escrow**

Escrowed Property Cost over Year 1	Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Cost over Year 1	Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	The amount included in your total monthly payment.

- will not have an escrow account because  you declined it
- your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance.

Contact your lender to ask if your loan can have an escrow account.

**No Escrow**

Estimated Property Cost over Year 1	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee	

**In The Future**

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

### Loan Calculations

**Total of Payments.** Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.

**Finance Charge.** The dollar amount the loan will cost you.

**Amount Financed.** The loan amount available after paying your upfront finance charge.

**Annual Percentage Rate (APR).** Your costs over the loan term expressed as a rate. This is not your interest rate.

**Total Interest Percentage (TIP).** The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

### Other Disclosures

#### Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

#### Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

#### Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

#### Refinance

Refinancing the loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

#### Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

### Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name	First National Bank Minnesota	First National Bank Minnesota	GCS Title
Address	226 Nassau Street St. Peter, MN 56082	201 West Main Street Belle Plaine, MN 56011	1915 Plaza Drive Suite 100 Eagan, MN 55122
NMLS ID			40092125
ST License ID			Jodie Anderson
Contact	Matt Wallskog	Matt Wallskog	
Contact NMLS ID			
Contact ST License ID			40726627
Email	matt.wallskog@fnbmn.bank	matt.wallskog@fnbmn.bank	janderson@gcstitle.com
Phone	(507) 931-5202	(507) 931-5202	(952) 895-8400

See signature addendum

Signature Addendum

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Mizzy's Properties, LLC, a Minnesota Limited Liability Company

By: Jeffrey M. Misgen  
Jeffrey M. Misgen, Chief Manager

9/15/2022  
Date

# Closing Disclosure

*This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.*

## Closing Information

Date Issued  
 Closing Date 09/15/2022  
 Disbursement Date 09/15/2022  
 Settlement Agent GCS Title  
 File # MN-08-221103-A  
 Property 4715 Dahlgren Road  
 Carver, MN 55315  
 Lot 1 Block 1 CARVER  
 SQUARE

## Transaction Information

Borrower(s) Mizzy's Properties, LLC  
 Lender First National Bank Minnesota

## Loan Information

Loan Term  
 Purpose Refinance  
 Product  
 Loan Type  
 Loan ID # 201500542  
 MIC #

Appraised Prop.  
 Value:

### Loan Terms

Loan Amount	Interest Rate	Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	Prepayment Penalty	Balloon Payment	Can this amount increase after closing?	Does the loan have these features?
\$920,000					No	No
					No	No
					No	No
					No	No
					No	No

### Projected Payments

Payment Calculation	Year 1
Principal & Interest	—
Mortgage Insurance	—
Estimated Escrow <i>Amount can increase over time.</i>	+ —
Estimated Total Monthly Payment	+ —

Estimated Taxes, Insurance & Assessments  
*Amount can increase over time. See page 4 for details*

\$0.00  
 a month

This estimate includes

- Property Taxes
- Homeowner's Insurance
- Other:

In escrow?

*See Escrow Account on page 4 for details. You must pay for other property costs separately.*

### Costs at Closing

Closing Costs

\$13,615.50

Includes \$11,402.50 in Loan Costs + \$2,213.00 in Other Costs - \$0.00 in Lender Credits.  
 See page 2 for details

Cash to Close

\$0.00

Includes Closing Costs. See "Calculating Cash to Close" on page 3 for details.  
 See "Calculating Cash to Close" on page 3 for details.  
 From Borrower  To Borrower

# Closing Cost Details

LOAN COSTS	Borrower Paid		Seller Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
<b>A. Origination Charges</b>					
01 0% of Loan Amount (Points)		\$9,475.00			
02 Document Prep Fee to First National Bank Minnesota	\$275.00				
03 Origination Fee to First National Bank Minnesota	\$9,200.00				
04					
05					
06					
<b>B. Services Borrower Did Not Shop For</b>					
01					
02					
03					
04					
05					
06					
07					
08					
<b>C. Services Borrower Did Shop For</b>					
01 Title - Closing Fee to GCS Title		\$1,927.50			
02 Title - Draw Fee to GCS Title		\$100.00			
03 Title - Lender's Title Policy to Global Closing & Title Services, LLC dba GCS Title		\$495.00			
04 Title - Title Exam Fee to GCS Title		\$1,232.50			
05		\$100.00			
06					
07					
08					
<b>D. TOTAL LOAN COSTS (Borrower-Paid)</b>					
Loan Costs Subtotals (A + B + C)		\$11,402.50			
		\$11,402.50			
<b>OTHER COSTS</b>					
<b>E. Taxes and Other Government Fees</b>					
01 Recording Fees Deed: Mortgage: \$46.00		\$2,213.00			
02 Conservation Fee (County Security Instrument Taxes) to Carver County Recording Office		\$92.00			
03 Mortgage Registration Tax (State Security Instrument Taxes) to Carver County Recording Office		\$5.00			
04		\$2,116.00			
<b>F. Prepays</b>					
01 Homeowner's Insurance Premium ( mo.)					
02 Mortgage Insurance Premium ( mo.)					
03 Prepaid Interest ( per day from 09/15/22 to 10/01/22)					
04 Property Taxes ( mo.)					
05					
<b>G. Initial Escrow Payment at Closing</b>					
01 Homeowner's insurance					
02 Mortgage insurance					
03 Property taxes					
04					
05					
06					
07					
08 Aggregate adjustment					
<b>H. Other</b>					
01					
02					
03					
04					
05					
06					
07					
08					
<b>I. TOTAL OTHER COSTS (Borrower-Paid)</b>					
Other Costs Subtotals (E + F + G + H)		\$2,213.00			
		\$2,213.00			
<b>J. TOTAL CLOSING COSTS (Borrower-Paid)</b>					
Closing Costs Subtotals (D + I)		\$13,615.50			
Lender Credits		\$13,615.50			



**Payoffs and Payments**

Use this table to see a summary of your payoffs and payments to others from your loan amount.

To	Amount
01 First Payoff	
02 Second Payoff	
03 Third Payoff	
04 Fourth Payoff	
05 Funds Retained	\$920,000.00
06 Funds Paid by First Mortgage to GCS Title	\$-13,615.50
07	
08	
09	
10	
11	
12	
13	
14	
15	
<b>K. TOTAL PAYOFFS AND PAYMENTS</b>	<b>\$906,384.50</b>

**Calculating Cash to Close**

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$0	\$920,000.00	NO
Total Closing Costs (J)	\$0	\$-13,615.50	NO
Closing Costs Paid Before Closing	\$0	\$0.00	NO
Total Payoffs and Payments (K)	\$0	\$-906,384.50	NO
Cash to Close	\$0	\$0.00	
	<input type="checkbox"/> From Borrower <input type="checkbox"/> To Borrower	<input type="checkbox"/> From Borrower <input type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$13,615.50

**Loan Disclosures**

**Assumption**

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
  - will not allow assumption of this loan on the original terms.

**Demand Feature**

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

**Late Payment**

If your payment is more than days late, your lender will charge a late fee of    of the late payment amount.

**Negative Amortization (Increase in Loan Amount)**

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

**Partial Payments**

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

**Security Interest**

You are granting a security interest in

4715 Dahlgren Road

Carver, MN 55315

Lot 1 Block 1 CARVER SQUARE

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

**Escrow Account**

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

**Escrow**

Escrowed Property Cost over Year 1	Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Cost over Year 1	Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	The amount included in your total monthly payment.

- will not have an escrow account because  you declined it
- your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance.

Contact your lender to ask if your loan can have an escrow account.

**No Escrow**

Estimated Property Cost over Year 1	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee	

**In The Future**

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
<b>Finance Charge.</b> The dollar amount the loan will cost you.	
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

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#### Refinance

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#### Tax Deductions

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### Contact Information

	Lender	Mortgage Broker	Settlement Agent
<b>Name</b>	First National Bank Minnesota		GCS Title
<b>Address</b>	226 Nassau Street St. Peter, MN 56082		1915 Plaza Drive Suite 100 Eagan, MN 55122
<b>NMLS ID</b>			
<b>ST License ID</b>			
<b>Contact</b>	Matt Wallskog		40092125
<b>Contact NMLS ID</b>			Jodie Anderson
<b>Contact ST License ID</b>			
<b>Email</b>	matt.wallskog@fnbmn.bank		40726627
<b>Phone</b>	(507) 931-5202		janderson@gcstitle.com (952) 895-8400

See signature addendum

Signature Addendum

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Mizzy's Properties, LLC, a Minnesota Limited Liability Company

By: 

Jeffrey M. Misgen, Chief Manager

9.15.22  
Date

**Property Card****Parcel ID Number** 201160010**Taxpayer Information**

**Taxpayer Name**  
MIZZY'S PROPERTIES LLC

**Mailing Address**  
964 WOODVIEW CIR  
CARVER, MN 55315-

**Property Address**

**Address**  
4715 DAHLGREN RD  
**City**  
CARVER, MN 55315

**Parcel Information**

<b>Uses</b>	Commercial	<b>Acres</b>	0.81
		<b>Plat</b>	CARVER SQUARE
		<b>Lot</b>	001
		<b>Block</b>	001

Legal Description

**Building Information**

<b>Building Style</b>	<b>Above Grade Finished Sq Ft</b>	<b>Total Bedrooms</b>
<b>Year Built</b>	<b>Garage</b>	

**Miscellaneous Information**

<b>School District</b> 0112	<b>Watershed District</b> WS 067 CARVER CO WMO	<b>Homestead</b> N	<b>Green Acres</b>	<b>Ag Preserve</b> N
--------------------------------	---	-----------------------	--------------------	-------------------------

**Assessor Information**

Estimated Market Value	2022 Values (Payable 2023)	2023 Values (Payable 2024)	Last Sale	
Land	\$171,300.00	\$229,300.00	<b>Date of Sale</b>	11/10/2021
Building	\$0.00	\$301,800.00	<b>Sale Value</b>	\$246,000.00
<b>Total</b>	<b>\$171,300.00</b>	<b>\$531,100.00</b>		

The data provided herewith is for reference purposes only. This data is not suitable for legal, engineering, surveying or other similar purposes. Carver County does not guarantee the accuracy of the information contained herein. This data is furnished on an 'as is' basis and Carver County makes no representations or warranties, either expressed or implied, for the merchantability or fitness of the information provided for any purpose. This disclaimer is provided pursuant to Minnesota Statutes §466.03 and the user of the data provided herein acknowledges that Carver County shall not be liable for any damages, and by using this data in any way expressly waives all claims, and agrees to defend, indemnify, and hold harmless Carver County, its officials, officers, agents, employees, etc. from any and all claims brought by anyone who uses the information provided for herein, its employees or agents, or third parties which arise out of user's access. By acceptance of this data, the user agrees not to transmit this data or provide access to it or any part of it to another party unless the user includes with the data a copy of this disclaimer.

# Community Growth Partnership Initiative 2023

## Community Development Grant Application

Project name: Old Fire Hall Commercial Redevelopment Project

Applicant: City of Mayer

Contact name: Nicholas Johnson

Contact email and phone: cityadmin@cityofmayer.com ; 952-657-1502

Authorized official for contract execution (name and title): Nicholas Johnson, City Administrator

### Project Summary:

The City of Mayer completed the construction of a new Fire Station in 2022 located in the Shimmcor Industrial Park. The old fire hall is located at 400 Ash Avenue North in the downtown area of Mayer. The City of Mayer has signed a purchase agreement with Brad Quaas. Brad will buy the property from the City with a closing date of November 30, 2023.

Brad's project will redevelop the property from public institutional use into a commercial use with 5 leased spaces available for businesses to rent. The property is zoned to C-2 Central Business District ([https://codelibrary.amlegal.com/codes/mayer/latest/mayer\\_mn/0-0-0-5856#JD\\_152.059](https://codelibrary.amlegal.com/codes/mayer/latest/mayer_mn/0-0-0-5856#JD_152.059)) for typical uses of the downtown area such as retail, personal services, professional services, finance, and non-auto repair services. Unit size will vary a bit but the rough average will be 1,000 square feet per space.

In order to complete the project it will require obtaining the property, interior demolition and construction, exterior facade improvements, plumbing/mechanical/electrical improvements, landscaping, and parking measures.

The final product of 5 new commercial spaces for businesses will open up opportunities for new commercial growth in Mayer. Currently there are extremely limited rental opportunities like this in a newly renovated space. Mayer's business community is small which makes the advent of 5 new businesses an incredibly exciting venture for the City.

# 1. Request Details

1a. Request Amount: \$100,000

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Acquisition            | <input checked="" type="checkbox"/> Utilities | <input type="checkbox"/> Sidewalks/Trails      |
| <input checked="" type="checkbox"/> Lighting    | <input checked="" type="checkbox"/> Site Work | <input checked="" type="checkbox"/> Demolition |
| <input checked="" type="checkbox"/> Landscaping | <input type="checkbox"/> Roadways             | <input type="checkbox"/> Stormwater            |
| <input type="checkbox"/> Streetscaping          | <input type="checkbox"/> Soil Remediation     | <input type="checkbox"/> Environmental cleanup |
| <input type="checkbox"/> Parking                | <input type="checkbox"/> Relocation           |  |
| <input type="checkbox"/> Other (list)           |   |  |

# 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study		Not Applicable
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)	Fall 2023	Not Applicable
Environmental approvals	Fall 2023	Not Applicable
Construction bids		Not Applicable
Permits	Fall 2023	Not Applicable
Site control	Fall 2023	Not Applicable
Financial closing		Not Applicable
Clean up/demolition		Not Applicable
Begin construction	Late 2023	Not Applicable
Project completion	2024/2025	Not Applicable
<i>Project Funding Sources</i>		
First mortgage		\$361,000
General partner cash/other equity		\$200,000
Syndication proceeds		
Deferred loans		
TIF		
Sales tax/energy rebates		
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI		\$100,000
City		
Other:		
Other:		

2a. Total development cost: \$661,000

Percentage of funds committed: 84.87%

2b. List other sources of funds requested or considered but not obtained for the project and explain why. Other sources of funding weren't considered as we believed the CDA grant program fit the project the best. The City EDA does not have any loan or grant programs available at this time.

### 3. Project Details

3a. Site address(es): 400 Ash Avenue North, Mayer, MN 55360

3b. Site size: 11,750 square feet

3c. Number of parcels: 1

3d. Parcel ID(s): 500060400

#### Housing

3e. Are there any existing housing units on the site: Yes  No

If so, how many?

Are any of the units vacant? Yes  No  N/A

3f. Are any of the existing units affordable? Yes  No

3g. Housing Units (Indicate the number of housing units planned in the project)

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								
Apartments/Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability? Yes  No

3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)?

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

Yes  No



**Commercial**

3l. Are there existing commercial buildings on the site: Yes No If so, how many?  
 Are any of the units vacant? Yes No N/A

3m. Commercial square footage (*Indicate the square footage and jobs planned for the project*)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages ≥\$17/hour
Retail/commercial						
Industrial						
Office	5,000	5,000	0	10	0	\$18-\$22
Other (Specify)						

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

**4. Project Costs**

4a. Current taxable market value of the site:  
 Currently tax exempt as the property is owned by the City of Mayer as a public use property.

4b. Anticipated taxable market value after redevelopment:  
 \$600,000 - \$750,000

4c. Development costs  
 Acquisition cost: \$385,000                      Total development cost: \$661,000

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition	\$385,000	
Utilities	\$50,000	
Sidewalks/Trails		
Lighting	\$5,000	
Site Work	\$200,000	\$100,000
Demolition	\$10,000	
Landscaping	\$5,000	
Roadways		
Stormwater		
Streetscaping		
Soil Remediation	\$5,000	
Environmental cleanup		
Parking	\$1,000	
Other		
Other		

## 5. Narrative

5a. Describe how this project fits into the city's goals and the Redevelopment Plan, its public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

One of the City's goals is to promote and attract new businesses into the community. The limited existing space for rentals within community makes this a great opportunity to create and expand our commercial base. The proposed redevelopment and improvements to the property will make it one of the nicest commercial spots in town and open up 5 new commercial opportunities. The proposed redevelopment and uses align with the City's comprehensive plan for downtown commercial zoning use. We are hoping the addition of 5 new businesses in town will help spur additional economic development from other interested developers.

We do not anticipate any extraordinary costs with the project.

We do not have other projects in the works as part of the redevelopment plan.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment.

The current site was utilized as a fire station from the 1970s until 2021. The City of Mayer constructed a new fire station at another location in 2021. Public Works began storing equipment in the old fire hall from 2021 to now. Prior to the fire station construction the site was of residential use. There are no known slum or blight, contamination, or other attempts are redevelopment.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

The addition of 5 businesses in the downtown area will provide goods and services to the local community as well as to visitors. The attraction of more people to the downtown area will also have ancillary benefits to the other existing businesses in Mayer. The property is located adjacent to MN Highway 25, down the street from Mayer-Lutheran High School, and next to residential as well as city park space. The property is served by sidewalk which connects with the rest of the community.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soil, hazardous waste or other elements? If so, describe the type of clean up.

There is no contamination on the project site and no clean up of soil, hazardous waste, or other elements needed.

5e. Describe how the project is maximizing the potential of the site.

The current use of the site is a former fire station, with no taxable value or revenue, housing Public Works equipment, right on Highway 25. The project will result in a complete flip of the situation; creating 5 new commercial business space opportunities to add employment, tax base, and broadening business offerings to the community and visitors on the most traveled and highly visible roadway in Mayer.

5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.

None.

5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

The biggest challenge and cost facing the project is the renovation and repurposing of the old fire hall. The bones of the structure are good, but the conversion incurs substantial costs. The main needs will be:

- Removal of the overhead doors and the installation of large sections of windows to fill the void.
- Demolition of the interior and construction of partition walls to split the building up into the 5 commercial spaces.
- Constructing the interiors of the 5 commercial spaces to make them suitable and marketable to businesses. The current interior is painted block walls.
- Installation of plumbing, mechanical, and electrical for the 5 separate units.

The CGPI grant funding would substantially speed up the completion of the project as the grant fills a financial gap need.

## Attachments

1. City Resolution (sample is attached and must contain all provisions listed)
2. Location map
3. Site plan and elevations (if available)
4. Existing conditions photos
5. Redevelopment plan (if it is a redevelopment project)
6. Relocation plan (if applicable)
7. Copies of any funding commitments
8. Evidence of site control
9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.

**City of Mayer  
Resolution 2023-20**

**Resolution Approving an Application for the  
Carver County Community Development Agency  
Community Growth Partnership Initiative Grant Program**

WHEREAS, the City of Mayer has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

WHEREAS, the City has identified a project that will create living wage jobs; and

WHEREAS, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative predevelopment program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

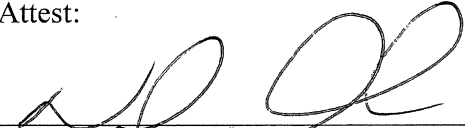
WHEREAS, the City is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.


NOW THEREFORE BE IT RESOLVED that the City of Mayer approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

BE IT FURTHER RESOLVED that if the application is approved by the Carver County CDA, Nicholas Johnson, the City Administrator, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

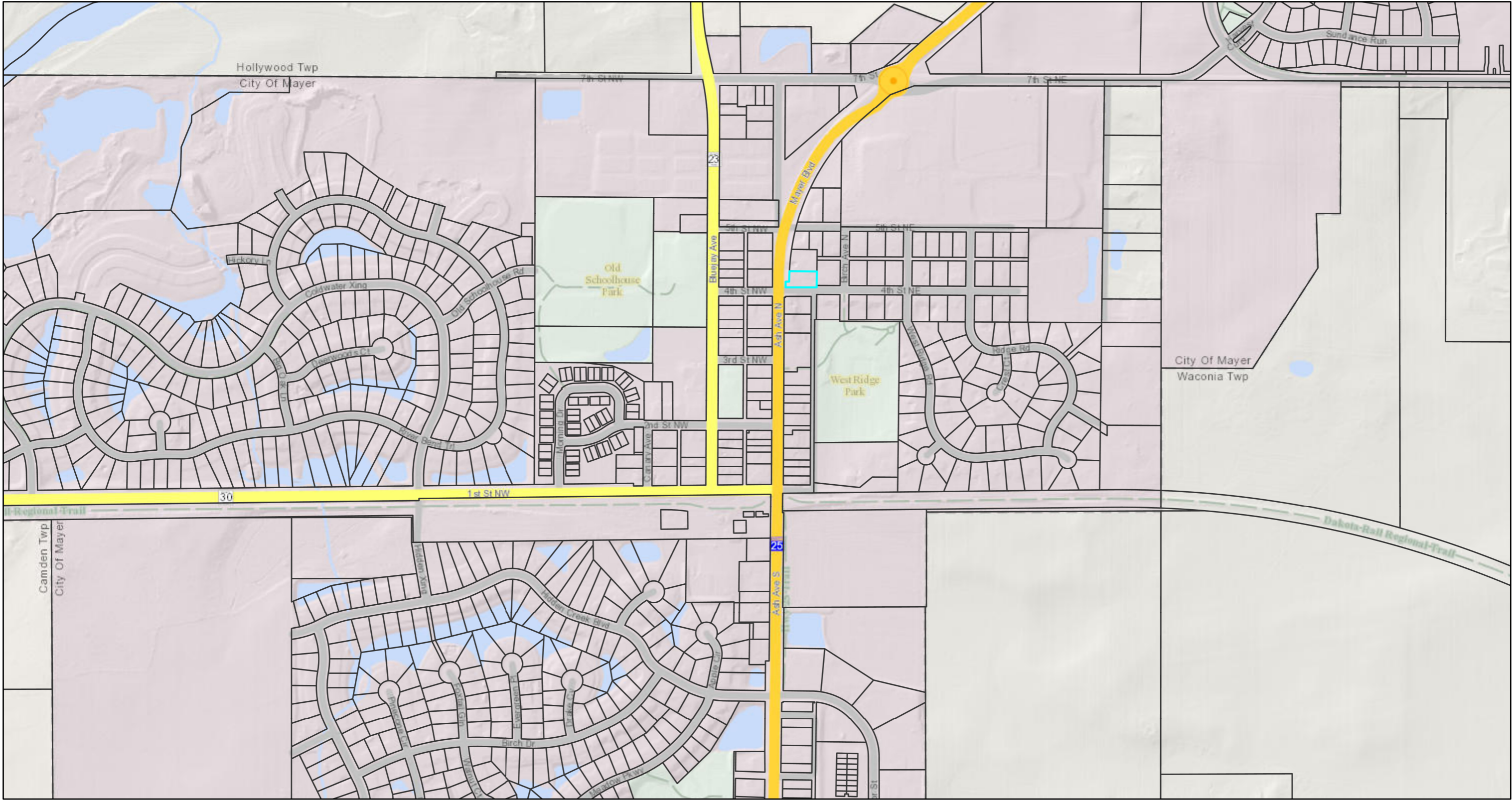
Adopted by the City Council for the City of Mayer this 8<sup>th</sup> day of May, 2023.

Attest:

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

  
\_\_\_\_\_  
Mayor

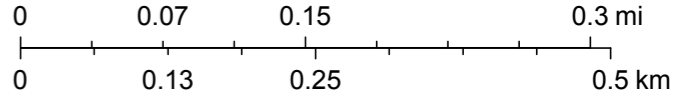
# City of Mayer



5/22/2023, 8:16:11 AM

Parcels

1:9,028



Carver County GIS, City of Mayer, Carver County

# QUAAS BUILDING EXTERIOR CONCEPTS REVIEW - NOVEMBER 18, 2022

CONSULTANT

## QUAAS BUILDING EXTERIOR CONCEPTS

400 ASH AVE N.  
 MAYER, MN 55360

REVISIONS

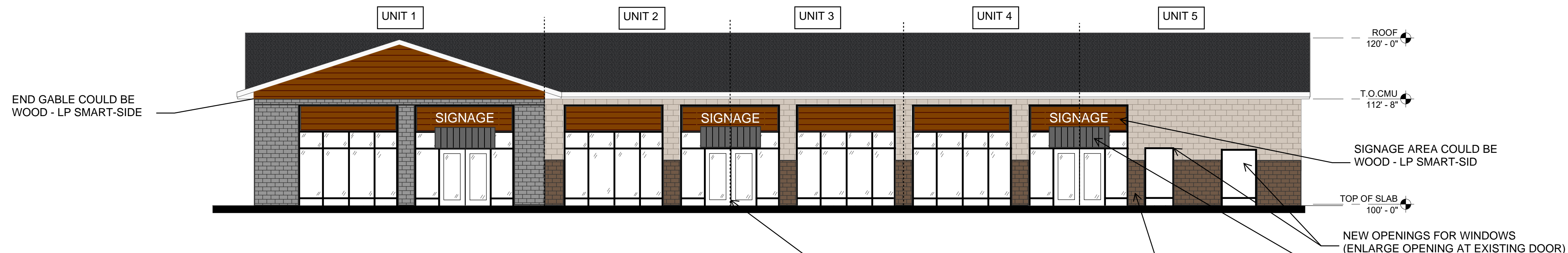
PROJECT # 22-060MA  
 DATE  
 DRAWN BY  
 CHECKED BY  
 © 2022 OLESON+HOBBIE ARCHITECTS, LLC.

SHEET TITLE

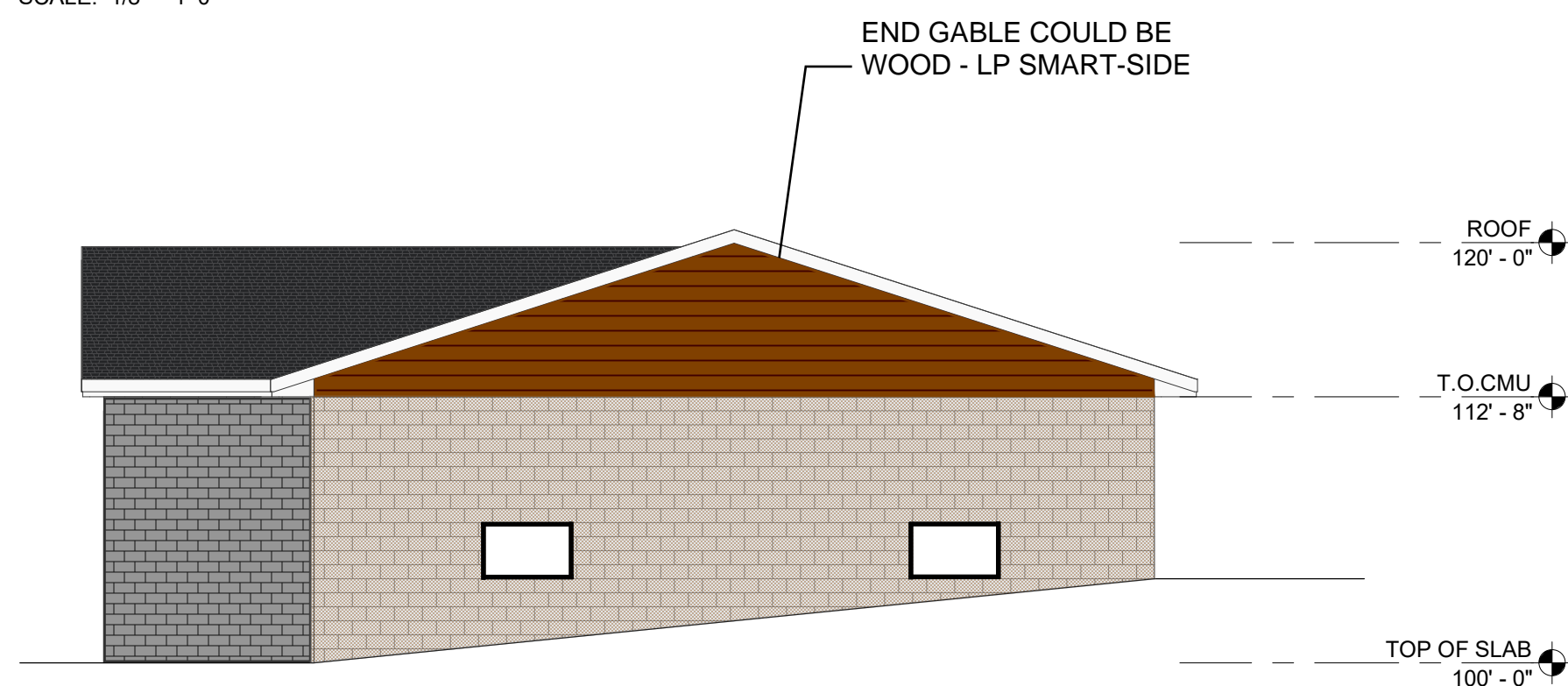
**EXTERIOR ELEVATIONS**

SHEET

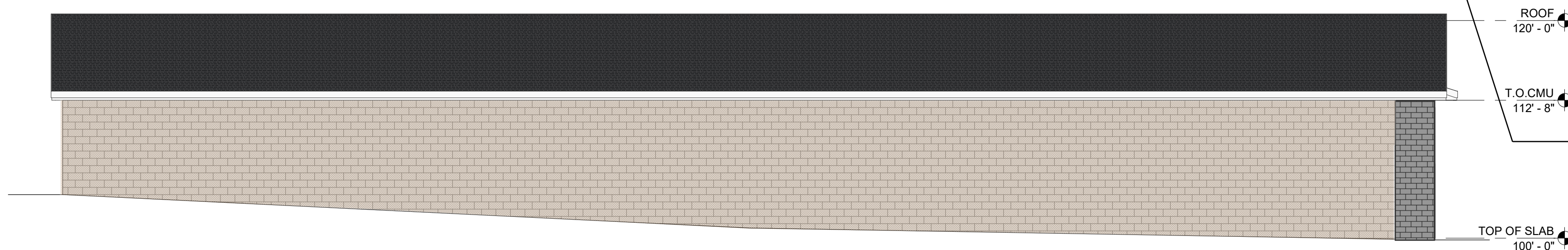
**A3.1**



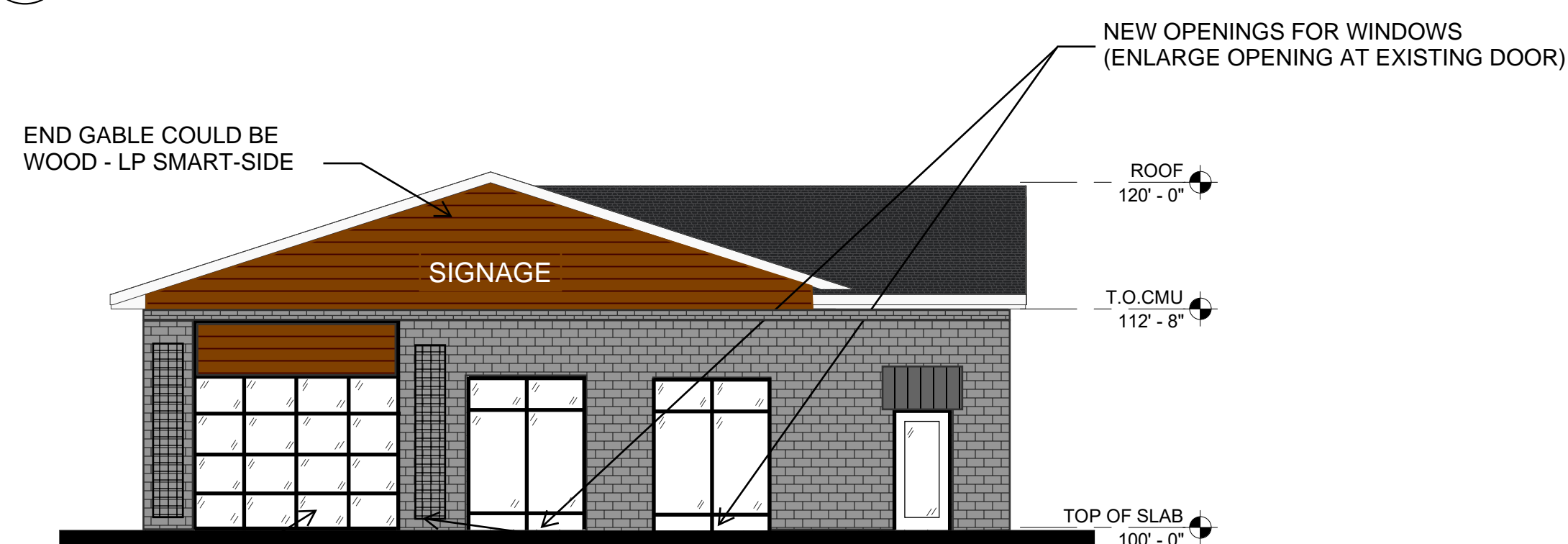
1 SOUTH ELEVATION  
 A3.1 SCALE: 1/8" = 1'-0"



2 EAST ELEVATION  
 A3.1 SCALE: 1/8" = 1'-0"



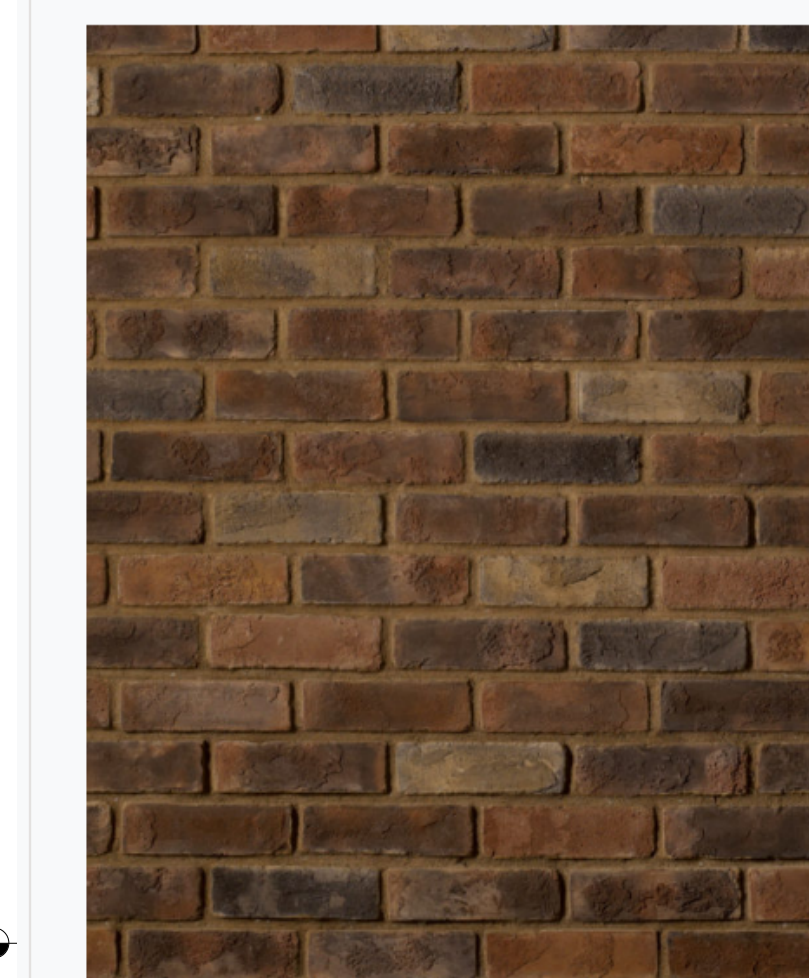
3 NORTH ELEVATION  
 A3.1 SCALE: 1/8" = 1'-0"



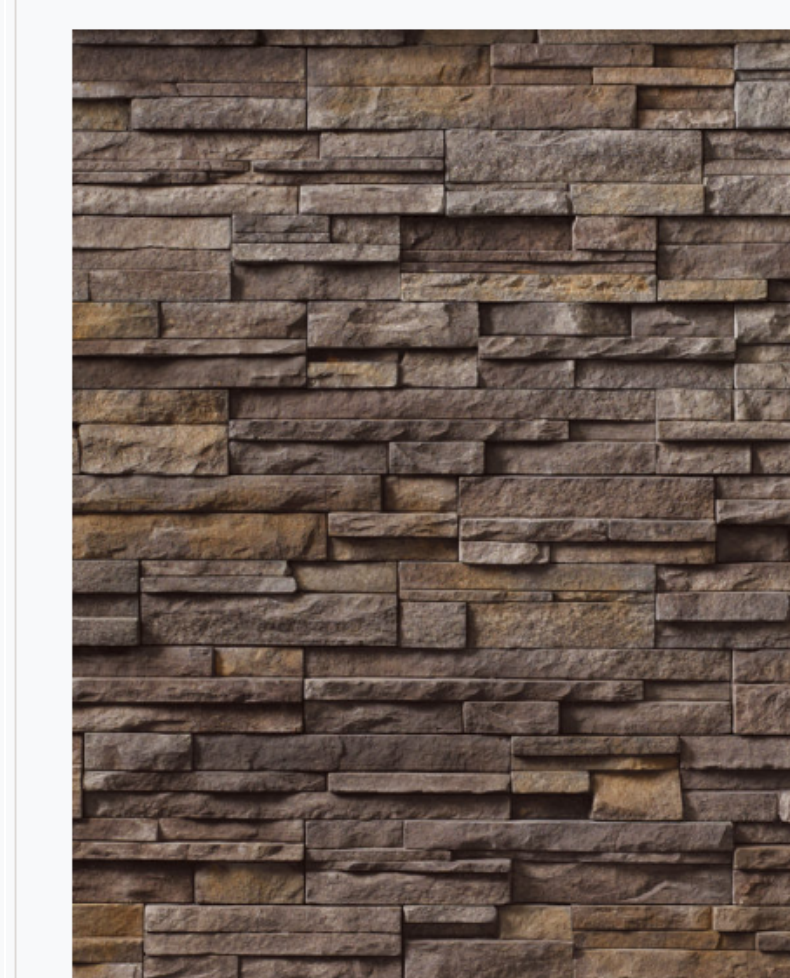
4 WEST ELEVATION  
 A3.1 SCALE: 1/8" = 1'-0"



STANDING SEAM METAL AWNING OPTIONS



HIGH DESERT - USED BRICK



UMBER CREEK - PRO-FIT® ALPINE LEDGESTONE

WAINSCOTE OPTIONS BETWEEN STOREFRONT ENTRANCES (CULTURED STONE)



PAINTED CMU WITH METAL PANEL & WOOD (LP SMART-SIDE) OPTIONS



PAINTED CMU WITH WOOD (LP SMART-SIDE) OPTIONS

EXISTING OVERHEAD DOOR LOCATION WITH NEW GLASS OVERHEAD DOOR FOR PATIO



STEEL SCREEN OVER EXTERIOR PAINTED CMU OPTIONS









WAR  
TO PREVENT E  
DO NOT ST  
DOWNWAP  
DOORWAY



TRAFFIC

ACS

FACTORY 21218







M  
F  
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# SECURITY BANK & TRUST CO.

May 22, 2023

Brad & Theresa Quaas  
117 4<sup>th</sup> Street NE  
Mayer, MN 55360

RE: Preapproval

Brad & Theresa,

Security Bank & Trust is pleased to inform you that you are pre-approved for a loan up to \$400,000.00.

If you should have any questions in regards to this commitment, please contact me at (952) 442-5161 EXT. 233 or email at Pamk@security-banks.com

Sincerely,

Pam Kurtz  
Vice President  
Security Bank & Trust Co.

## LOCATIONS

**Brownton**  
128 4th Ave N  
Brownton, MN 55312  
320-328-5222

**Chaska**  
1575 White Oak Dr  
Chaska, MN 55318  
952-448-2265

**Cologne**  
1110 Village Pkwy  
Cologne, MN 55322  
952-466-2014

**Corporate**  
2202 11<sup>th</sup> St E  
Glencoe, MN 55336  
320-864-3107

**Glencoe**  
735 11<sup>th</sup> St E  
Glencoe, MN 55336  
320-864-3171

**Mayer**  
317 Ash Ave N  
Mayer, MN 55360  
952-657-2309

**New Auburn**  
7422 7<sup>th</sup> Ave  
New Auburn, MN 55366  
320-864-6470

**New Germany**  
270 Broadway St E  
New Germany, MN 55367  
952-353-2221

**Plato**  
8 Third St SW  
Plato, MN 55370  
320-238-2208

**Waconia**  
539 S Elm St  
Waconia, MN 55387  
952-442-5161

**Waconia In-Store**  
835 Marketplace Dr  
Waconia, MN 55387  
952-442-5955

**Winsted**  
110 First St N  
Winsted, MN 55395  
320-485-3831





Carver County Community Development Agency  
705 North Walnut Street  
Chaska, Minnesota 55318

May 22<sup>nd</sup>, 2023

RE: Letter Attesting to Evidence of Site Control

Dear Carver County CDA,

This letter comes to you as part of an application to your Community Growth Partnership Initiative to satisfy evidence of site control. I, Nicholas Johnson, duly authorized and appointed as the City Administrator for the City of Mayer, Minnesota, a municipal corporation under the Statutes of the State of Minnesota, do hereby attest to the following:

- The City of Mayer currently owns and holds title to the property described in the grant program as the old fire hall; PID 500060400; 400 Ash Avenue North.
- The City of Mayer has approved and signed a purchase agreement with Brad Quaas, developer of the property, with a closing date of November 30<sup>th</sup>, 2023.
- The City of Mayer anticipates no issues or matters which would cause interruption, delay, or cancellation of this property transaction.

If there are any further questions regarding or if additional proof is required please contact me right away.

Thank you,

Nicholas Johnson  
City Administrator  
City of Mayer, Minnesota



# Community Growth Partnership Initiative 2023 Community Development Grant Application

**Project name:** *Tacoma West Industrial Park-Phase 2 (TWIP-2) Infrastructure Project*

**Applicant:** *City of Norwood Young America*

**Contact name:** *Karen Hallquist, Community & Economic Development Director*

**Contact email and phone:** [economicdev@cityofnva.com](mailto:economicdev@cityofnva.com) 952-467-1810

**Authorized official for contract execution (name and title):** *Andrea Aukrust, City Administrator*

## **Project Summary**

The City of Norwood Young America purchased 60.003 acres of land in March 2023 to expand the current Tacoma West Industrial Park due to business demand and lack of available space for that demand. The Tacoma West Industrial Park, 60-acres in size itself, has filled all eleven of the available lots with manufacturing and warehouse/shipping businesses. It has brought approximately 75 jobs into our community ranging from welding positions and warehouse workers to boar repair and storage. The total tax base for our community has increased by \$24 million in the last 15 years because of this industrial park alone.

The Tacoma West Industrial Park 2nd Addition (TWIP-2) is planned for approximately 14 lots, at minimum of 2-acre parcels. The proposed site for the TWIP-2 was annexed into the city in 2007 at the same time as the first industrial park land with the intentions for future park expansions. A comprehensive plan amendment was approved by the Met Council in March 2023 to accommodate the industrial zoning needs. The City has been approached by several businesses who are interested in purchasing property in the new park due to the amenities of the region along with Norwood Young America serving as a gateway to the Twin Cities with its safe and efficient access of Hwy 212. With the TWIP-2 addition, Norwood Young America will be able to offer competitive industrial park land, support new job opportunities, and create additional economic stability with the increase in tax base.

# 1. Request Details

1a. Request Amount: \$100,000

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Acquisition   | <input checked="" type="checkbox"/> Utilities | <input type="checkbox"/> Sidewalks/Trails      |
| <input type="checkbox"/> Lighting      | <input checked="" type="checkbox"/> Site Work | <input type="checkbox"/> Demolition            |
| <input type="checkbox"/> Landscaping   | <input checked="" type="checkbox"/> Roadways  | <input checked="" type="checkbox"/> Stormwater |
| <input type="checkbox"/> Streetscaping | <input type="checkbox"/> Soil Remediation     | <input type="checkbox"/> Environmental cleanup |
| <input type="checkbox"/> Parking       | <input type="checkbox"/> Relocation           |  |
| <input type="checkbox"/> Other (list)  |   |  |

# 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<b>Construction Timeline</b>		
Market/feasibility study	May/June 2023	included
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)	Spring 2023	included
Environmental approvals	Summer 2023	TBD
Construction bids	Fall 2023	
Permits		
Site control	March 2023	2,100,000
Financial closing	March 2023	included
Clean up/demolition		
Begin construction	Spring 2024	
Project completion	Fall 2024	5,100,000
***See attached Project Schedule**		
<b>Project Funding Sources</b>		
First mortgage		
General partner cash/other equity		
Syndication proceeds		
Deferred loans		
TIF	Spring 2024	TBD
Tax Abatement (purchase of land)	March 2023	2,100,000
Sales tax/energy rebates		
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI	June 2023	100,000
City – Revenue Bond	Winter 2024	2,700,000

Other: DEED TEDI or BDPI	Applying Fall 2023	2,000,000
Other: Minnesota Valley Electric	Applying Summer 2023	300,000

**2a. Total development cost:** \$7,200,000

(includes 60.003 acres land acquisition \$2.1m + \$5.1m infrastructure completion)

**Percentage of funds committed:** 26%

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

NA

### 3. Project Details

**3a. Site address(es)** \*\*See attached Exhibit A Legal Description\*\*

**3b. Site size** – 60.003 acres

**3c. Number of parcels** – One parcel to be divided and purchased into accommodating sub-parcels.

**3d. Parcel ID(s):** 58.0146500

#### Housing

3e. Are there any existing housing units on the site:                    Yes                    **No**

If so, how many?

Are any of the units vacant?                    Yes                    No                    **N/A**

3f. Are any of the existing units affordable?                    Yes                    No

3g. Housing Units *(Indicate the number of housing units planned in the project)*

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								
Apartments/Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability?                    Yes                    No

3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)?

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

Yes No

**Commercial**

3l. Are there existing commercial buildings on the site: Yes No If so, how many?

Are any of the units vacant? Yes No N/A

3m. Commercial square footage (Indicate the square footage and jobs planned for the project)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages ≥\$17/hour
Retail/commercial						
Industrial						
Office						
Other (Specify)	TBD	TBD		TBD		TBD

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

The City has accepted formal letters of intent for land purchase in the TWIP-2 from two industrial businesses and verbal commitments from seven others. The LOI businesses include a water-based manufacturer (WBE and MBE) and a light industrial operations manufacturer. The other verbal commitments include two veteran-owned warehousing centers, two incubator facilities for contractor operations, and three light industrial operations.

**4. Project Costs**

4a. Current taxable market value of the site: \$3,098

4b. Anticipated taxable market value after redevelopment: \$24,000,000 (as compared to the existing Tacoma West Industrial Park of 60 acres)

4c. Development costs

Acquisition cost: \$2,100,000

Total development cost: \$7,200,000

**4d. Proposed cost of activities/use of CGPI funds**

Activity	Total Cost	CGPI Request
Acquisition	\$2,100,000	na
Utilities		
Sidewalks/Trails		
Lighting		
Site Work		
Demolition		
Landscaping		
Roadways		
Stormwater		
Streetscaping		
Soil Remediation		
Environmental cleanup		
Parking		
<i>Other **See attached detailed Project Cost Sheet**</i>	<i>\$5,066,088.98</i>	<i>\$100,000</i>
Other		

**Describe how this project fits into the city’s goals and the Redevelopment Plan, its public purpose, any extraordinary costs, and the community’s need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.**

The City utilizes the 2040 Comp Plan, 2022-2026 NYA Strategic Plan, and 2021 NYA Commercial Market Study as guides for the increased growth and demand of new businesses and residential housing. The TWIP-2 project promotes a planned industrial development with accessibility to public infrastructure, broadband, electrical services, and transportation convenience to Hwy 212. With the extraordinary costs of infrastructure and construction, the City is hopeful of the CGPICDG funding along with other programs to assist with infrastructure costs. Based on the current TWIP, the City is conservatively anticipating at least 75 new jobs to be created with TWIP-2. Norwood Young America also has a desired need for all models of housing. Central Public Schools of Norwood Young America is in the process of a \$37 million renovation project which will ultimately accommodate an additional 500 students. The City has recently hired a firm to conduct a comprehensive housing study in preparation for discussions with developers and decisions made with City Council. Additional housing options will support the needs of the increased workforce and families relocating to Norwood Young America.

**5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination, and other attempts at redevelopment.**

The site was previously TA Transitional Ag farmland. The parcel, along with two adjacent parcels, was annexed into city limits in 2007 with the anticipation of expanding the current industrial park to the south.

**5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.**

NA

**5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soil, hazardous waste or other elements? If so, describe the type of clean up.**

Braun Intertec conducted a Phase I Environmental Study in December 2023 which showed no concerns of contamination. The land was previously TA Transitional Ag farmland.

**5e. Describe how the project is maximizing the potential of the site.**

To date, there are zero I-1 (Light Industrial) lots and only one B-1 (Business Industrial) lot available within city limits. TWIP-2 will be a combined zoning district of I-1 and B-1 which will allow a necessary mix of the following businesses: contractor operations, laboratories, light industry, warehousing, distribution centers, wholesale trade/showrooms, automobile repair, contractor yards, garden/landscape services, mini storage, and vocational/technical schools...all of which are currently limited by the lack of available space. The proposed project is also located approximately three blocks directly south off Hwy 212. The much-anticipated Hwy 212 four-lane expansion completion in 2026 will allow the businesses located in the TWIP and TWIP-2 safe and efficient access to the Twin Cities in less than 30 minutes.

Attached are drafted concept plans.

**5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.**

NA

**5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.**

The original TWIP had 6 parcels stagnant for almost 7 years. Between the summer of 2021 and January 2022, all 6 of those parcels have either been sold or have pre-development agreements for them with new and current manufacturing businesses. To accommodate high demand for industrial park land in western Carver County, the City was able to acquire 60.003 acres of land which abuts south of the current TWIP. The land was acquired for TWIP-2 by utilizing tax abatement from the current industrial park and financial support of the CGPICDG program in 2022. With the extraordinary costs of infrastructure and construction, the City is hopeful of the 2023 CGPICDG financial assistance for infrastructure costs.

## Attachments

1. Resolution 2023-18 Approving CGPIDGP Application
2. Location map
3. Site/Concept plan
4. Land Purchase Agreement
5. Site Survey & Legal Description
6. Aerial View of TWIP-2
7. Resolution 2023-06 GO Tax Abatement Bonds, Series 2023A \$2,165,000 (land acquisition)
8. Resolution 2022-38 Comp Plan Amendment
9. Met Council Comp Plan Amendment Approval
10. Bolton & Menk Project Schedule
11. Bolton & Menk Project Costs

RESOLUTION NO. 2023-18  
CITY OF NORWOOD YOUNG AMERICA

A RESOLUTION APPROVING COMMUNITY GROWTH PARTNERSHIP  
INITIATIVE DEVELOPMENT GRANT PROGRAM APPLICATION

COPY

WHEREAS, the City of Norwood Young America has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

WHEREAS, the City has identified a project that will create living wage jobs; and

WHEREAS, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative development program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the City of Norwood Young America approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant Program.

Adopted by the City Council this 22<sup>nd</sup> day of May 2023.

Carol Lagergren  
Carol Lagergren, Mayor

ATTEST:

Andrea Aukrust  
Andrea Aukrust, City Administrator



**TACOMA WEST INDUSTRIAL PARK 2ND ADDITION**

The total project costs for the proposed project are apportioned as follows:

**OVERALL PROJECT COST**

Tacoma Ave Street Cost	\$266,967.65	
Tacoma Ave Storm Sewer Cost	\$90,998.34	
Tacoma Ave WM Cost	\$145,289.30	
Tacoma Ave Sanitary Sewer Cost	\$237,553.42	
<b>Subtotal Tacoma Ave Cost</b>	<b>\$740,808.71</b>	
Street Cost	\$2,763,440.94	
Storm Sewer Cost	\$180,079.24	
Stormwater Pond Cost	\$69,971.20	
Watermain Cost	\$589,717.65	
Sanitary Sewer Cost	\$722,071.23	
<b>Subtotal Industrial Park Cost</b>	<b>\$4,325,280.28</b>	
<b>Total Project Cost</b>	<b>\$5,066,088.98</b>	

**PROJECT COMPONENT COST APPORTIONMENT**

**TACOMA AVENUE**

**Street Costs**

Street Oversizing Cost (City)	\$61,802.06	
Total Street Standard Section Cost	\$205,165.60	\$268,967.65
Assessable / Charge Portion (50%)	\$102,582.80	
Total Assessable / Charge Units (Acres)	118.85	
Cost Per Unit (Acre)	\$863.13	
Total Assessable Units (Acres)	46.74	
Total Amount Assessed	\$40,342.62	
Total Availability Charge Units (Acres)	72.11	
Total Availability Charge	\$62,240.18	
Total City Cost	\$164,384.86	

**Storm Sewer Costs**

Total Storm Sewer Cost (City)	\$90,998.34	
-------------------------------	-------------	--

**Sanitary Sewer Costs**

Sanitary Sewer Oversizing Cost (City)	\$6,876.00	
Sanitary Sewer Assessable / Charge Cost	\$230,677.42	\$237,553.42
Total Units (Acres)	118.85	
Cost Per Unit (Acre)	\$1,940.91	
Total Assessable Units (Acres)	46.74	
Total Amount Assessed	\$90,718.24	
Total Availability Charge Units (Acres)	72.11	
Total Availability Charge	\$139,959.18	
Total City Sewer Cost	\$6,876.00	

**Watermain Costs**

Watermain Oversizing Cost	\$2,208.00	
Watermain Assessable Cost	\$143,081.30	\$145,289.30
Total Units (Acres)	118.85	
Cost Per Unit	\$1,203.88	
Total Assessable Units (Acres)	46.74	
Total Amount Assessed	\$56,269.41	
Total Availability Charge Units (Acres)	72.11	
Total Availability Charge	\$86,811.88	
Total City Watermain Cost	\$2,208.00	

**INDUSTRIAL PARK**

**Street Costs**

Street Oversizing Cost (City)	\$323,730.08	
Total Street Standard Section Cost	\$2,439,710.86	\$2,763,440.94
Total Units (Acres)	46.74	
Cost Per Unit	\$52,197.49	
Total Assessable Cost	\$2,439,710.86	
Total City Street Cost	\$323,730.08	

**Sanitary Sewer Costs**

Sanitary Sewer Oversizing Cost	\$8,702.40	
Sanitary Sewer Assessable Cost	\$713,368.83	\$722,071.23
Total Units (Acres)	46.74	
Cost Per Unit	\$15,262.49	
Total Assessable Cost	\$713,368.83	
Total City Sewer Cost	\$8,702.40	

**Watermain Costs**

Watermain Oversizing Cost	\$0.00	
Watermain Assessable Cost	\$589,717.65	
Total Units (Acres)	46.74	
Cost Per Unit	\$12,616.98	
Total Assessable Cost	\$589,717.65	
Total City Watermain Cost	\$0.00	

**Storm Sewer Costs**

Storm Sewer & Pond Cost	\$250,050.44	
Total Units (Acres)	46.74	
Cost Per Unit	\$5,349.82	
Total Assessable Cost	\$250,050.44	
Total City Storm Sewer Cost	\$0.00	

**TACOMA AVENUE**

Total City Cost	\$284,687.20
Total Assessment Amount	\$187,330.27
Total Availability Charge	\$289,011.28
Total Project Cost	\$740,808.71

**INDUSTRIAL PARK**

Total City Cost	\$332,432.48
Total Assessment Amount	\$3,992,847.78
Total Availability Charge	0
Total Project Cost	\$4,325,280.28

**TOTAL PROJECT**

Total City Cost	\$996,899.68
Total Assessment Amount	\$4,180,178.05
Total Availability Charge	\$289,011.28
Total Project Cost	\$5,066,088.98

Assessment to Industrial Park Per Acre	\$89,434.70
Availability Charge Per Acre	\$4,007.92



**NYA City GIS**

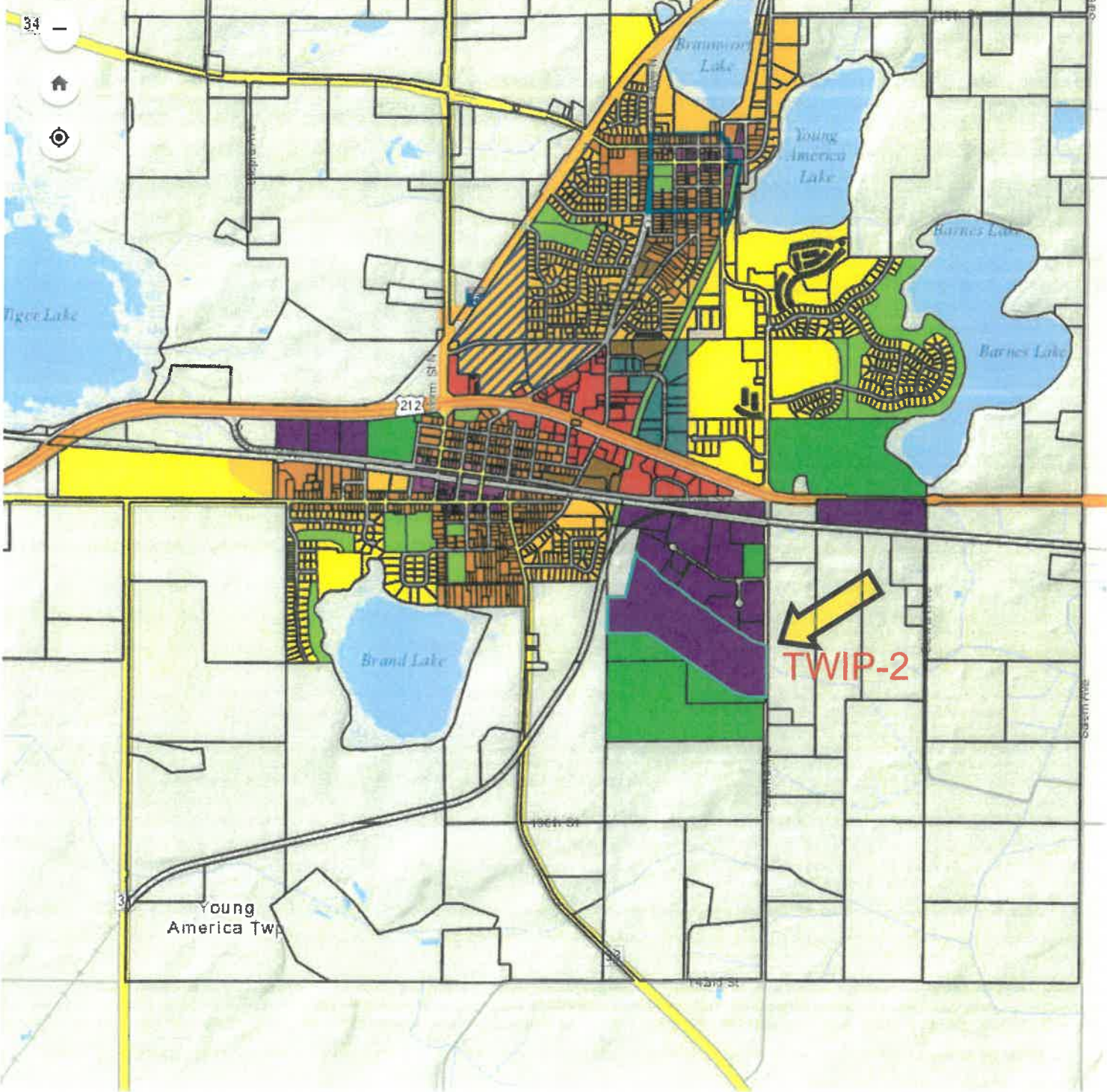
Find Address, PID, or Street



Young America Twp



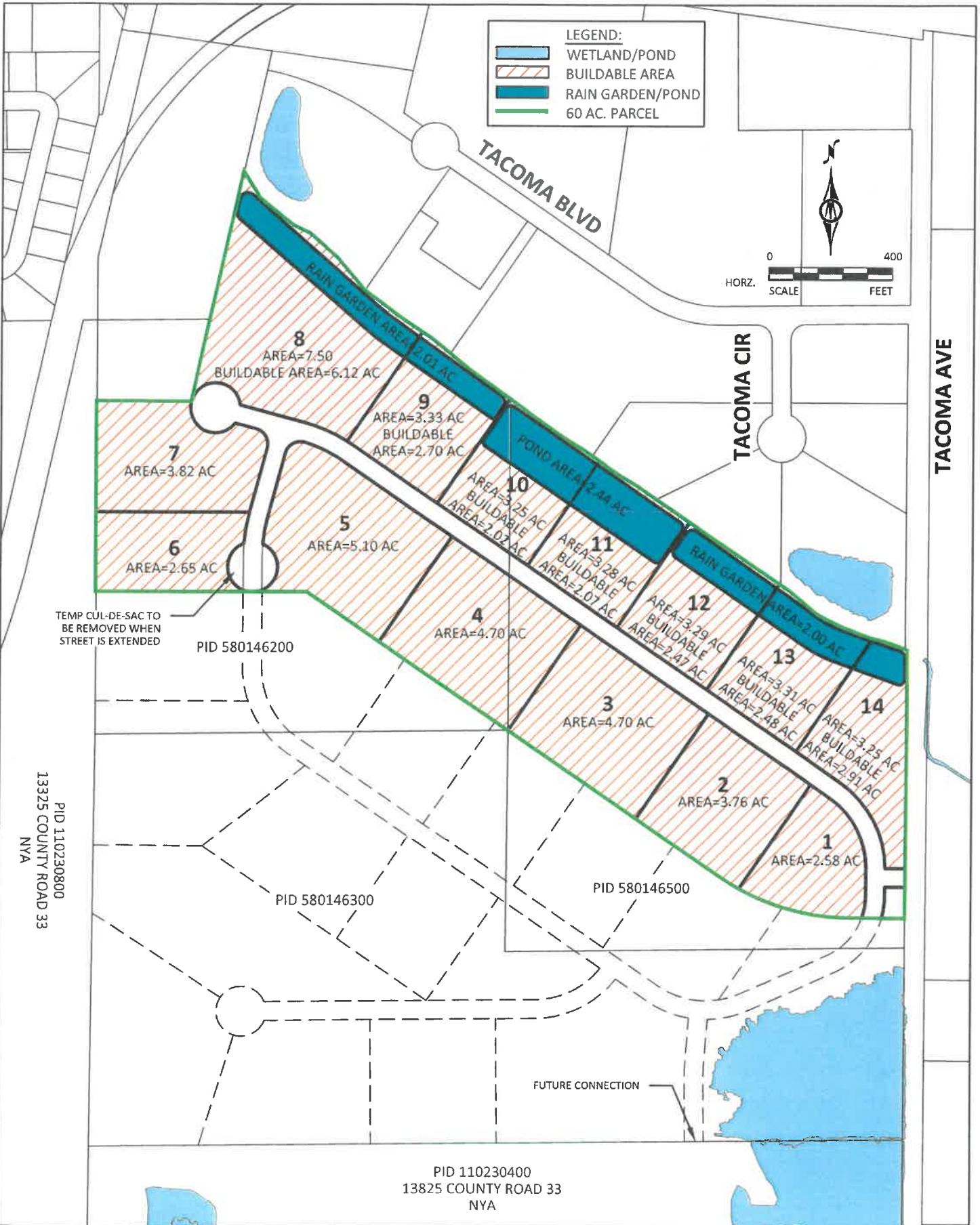
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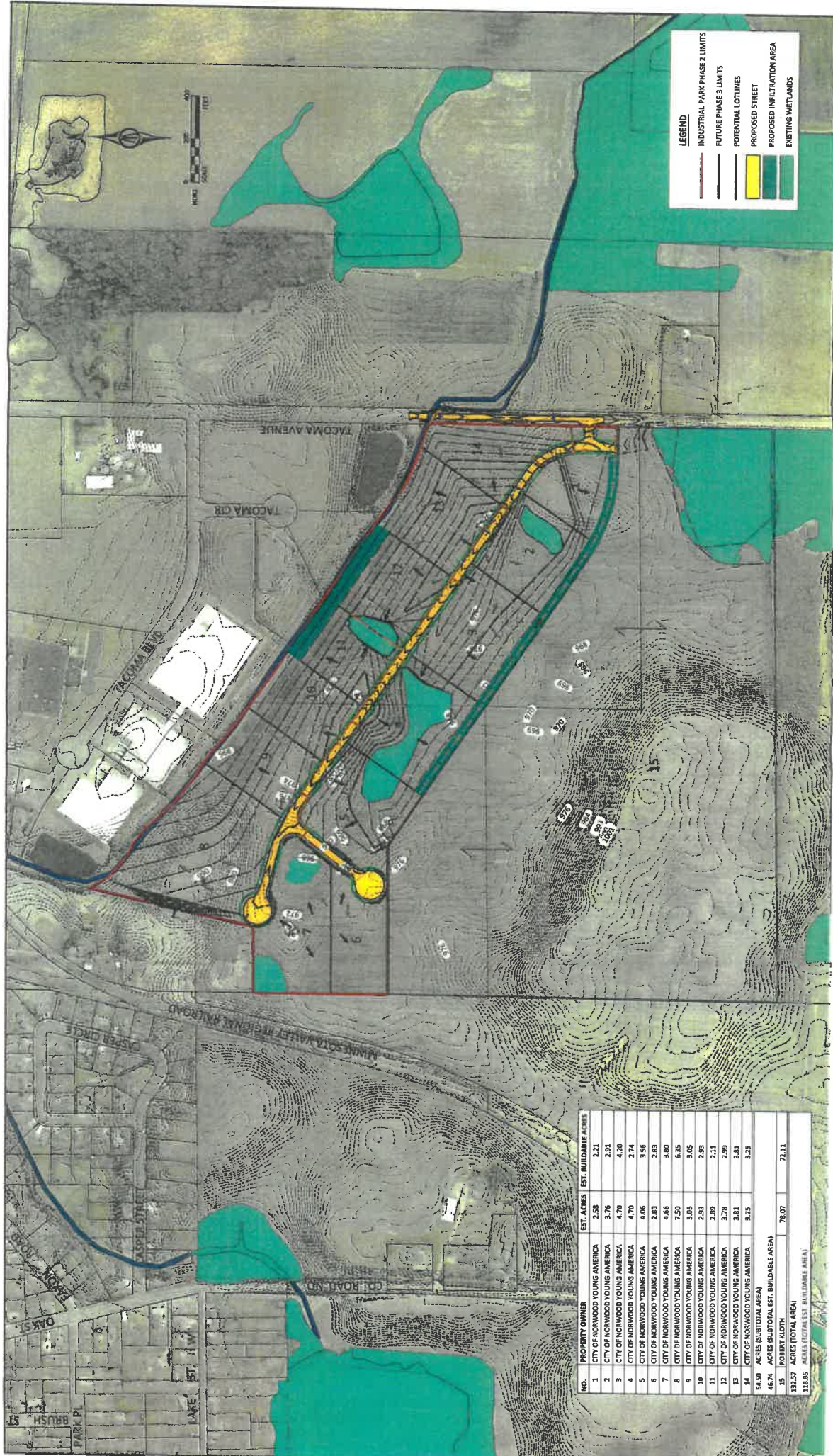
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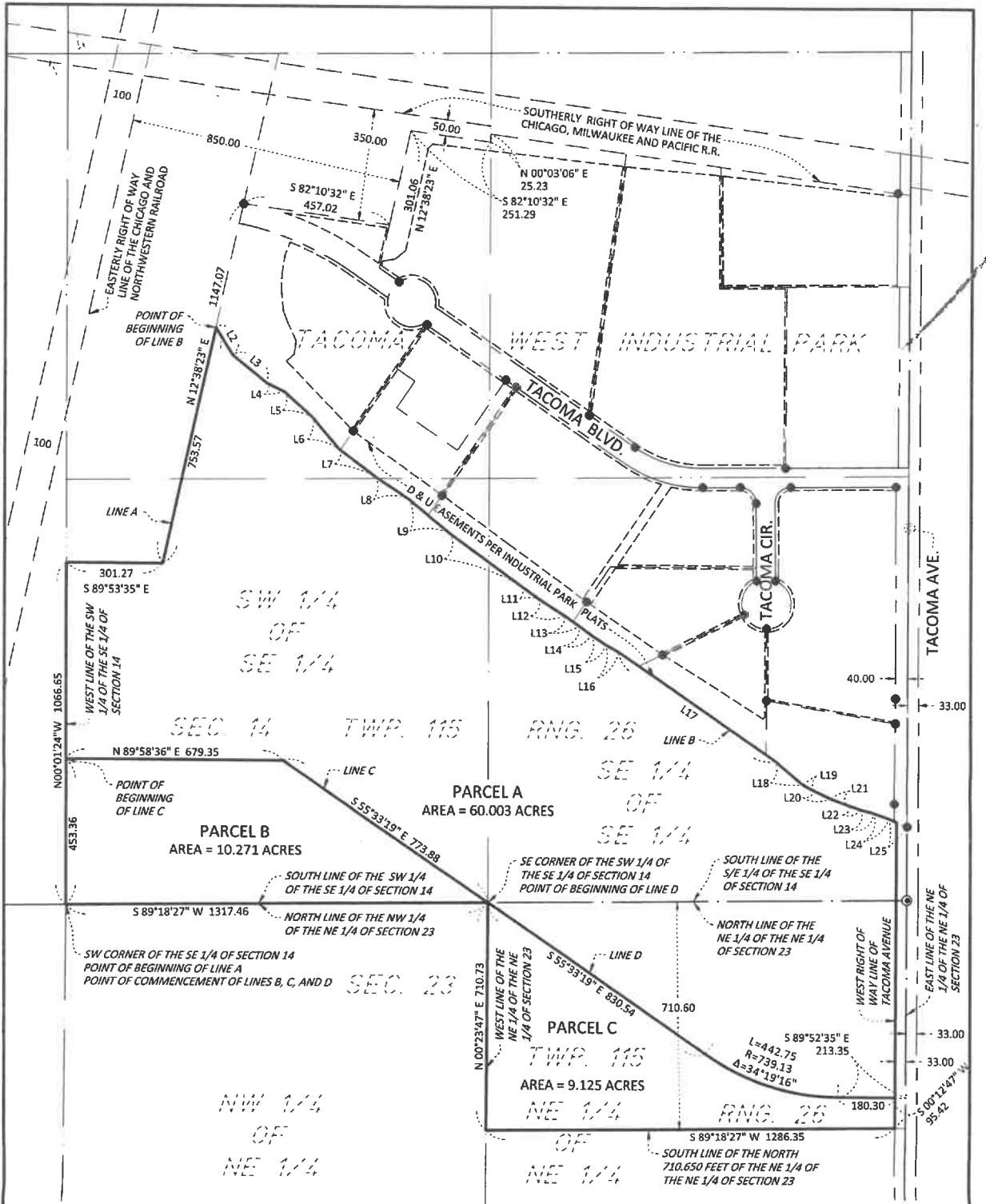
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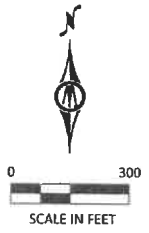


LINE TABLE		
LINE #	LENGTH	BEARING
L2	100.56	S31°49'32"E
L3	136.53	S50°56'31"E
L4	60.62	S64°34'00"E
L5	117.83	S47°59'04"E
L6	131.27	S40°11'42"E
L7	143.87	S53°07'17"E

LINE TABLE		
LINE #	LENGTH	BEARING
L8	124.11	S56°12'38"E
L9	162.80	S50°41'42"E
L10	279.27	S54°05'29"E
L11	63.59	S54°49'13"E
L12	98.65	S57°27'15"E
L13	55.10	S55°27'59"E

LINE TABLE		
LINE #	LENGTH	BEARING
L14	48.34	S53°34'22"E
L15	52.32	S56°38'50"E
L16	47.43	S59°46'01"E
L17	597.09	S55°38'09"E
L18	115.82	S50°43'10"E
L19	39.56	S62°28'36"E

LINE TABLE		
LINE #	LENGTH	BEARING
L20	55.47	S65°14'16"E
L21	65.91	S69°17'53"E
L22	34.89	S70°36'24"E
L23	38.97	S77°03'38"E
L24	53.60	S70°30'07"E
L25	62.91	S66°54'25"E



<b>SURVEY EXHIBIT</b> <b>NORWOOD YOUNG AMERICA, MN</b>		PART OF: SE 1/4 OF SEC. 14 AND NE 1/4 OF SEC. 23 TWP. 115, RNG. 26 CARVER COUNTY, MINNESOTA FOR: CITY OF NORWOOD YOUNG AMERICA
 <b>BOLTON &amp; MENK</b> 2638 SHADOW LANE, SUITE 200 CHASKA, MINNESOTA 55318 (952) 448-8838		

PROPERTY DESCRIPTIONS

PARCEL A:

That part of the Southeast Quarter of Section 14, Township 115, Range 26, Carver County, Minnesota lying Southerly and Easterly of Line A, Southwesterly of Line B, and Northeasterly of Line C.

Line A is described as follows:

Beginning at the Southwest corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 1066.65 feet; thence South 89 degrees 53 minutes 35 seconds East, a distance of 301.28 feet; thence North 12 degrees 38 minutes 23 seconds East, parallel with the Easterly right-of-way of the Chicago and Northwestern Railroad, a distance of 1147.07 feet to a line drawn parallel with and 350.00 feet Southerly of the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad; thence South 82 degrees 10 minutes 32 seconds East, parallel with the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad, a distance of 457.02 feet to a line drawn parallel with and 850.00 feet Easterly of the Easterly right-of-way line of the Chicago and Northwestern Railroad; thence North 12 degrees 38 minutes 23 seconds East, parallel with the Easterly right-of-way line of the Chicago and Northwestern Railroad, a distance of 301.06 feet to a line drawn parallel with and 50.00 feet Southerly of the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad; thence South 82 degrees 10 minutes 32 seconds East, parallel with the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad, a distance of 251.29 feet to the East line of the Northwest Quarter of said Southeast Quarter; thence North 00 degrees 03 minutes 01 seconds East, along the East line of the Northwest Quarter of said Southeast Quarter, a distance of 25.23 feet to the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and said Line A there terminating.

Line B described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 1066.65 feet; thence South 89 degrees 53 minutes 35 seconds East, a distance of 301.28 feet; thence North 12 degrees 38 minutes 23 seconds East, parallel with the Easterly right-of-way of the Chicago and Northwestern Railroad, a distance of 753.57 feet to the point of beginning of Line B to be described; thence South 31 degrees 49 minutes 32 seconds East, a distance of 100.56 feet; thence South 50 degrees 56 minutes 31 seconds East, a distance of 136.53 feet; thence South 64 degrees 34 minutes 00 seconds East, a distance of 60.62 feet; thence South 47 degrees 59 minutes 04 seconds East, a distance of 117.83 feet; thence South 40 degrees 11 minutes 44 seconds East, a distance of 131.27 feet; thence South 53 degrees 07 minutes 17 seconds East, a distance of 143.87 feet; thence South 56 degrees 12 minutes 38 seconds East, a distance of 124.11 feet; thence South 50 degrees 41 minutes 42 seconds East, a distance of 162.80 feet; thence South 40 degrees 11 minutes 44 seconds East, a distance of 131.27 feet; thence South 54 degrees 05 minutes 29 seconds East, a distance of 279.27 feet; thence South 54 degrees 49 minutes 13 seconds East, a distance of 63.59 feet; thence South 57 degrees 27 minutes 15 seconds East, a distance of 98.65 feet; thence South 55 degrees 27 minutes 59 seconds East, a distance of 55.10 feet; thence South 53 degrees 34 minutes 22 seconds East, a distance of 48.34 feet; thence South 56 degrees 38 minutes 50 seconds East, a distance of 597.09 feet; thence South 59 degrees 46 minutes 01 second East, a distance of 47.43 feet; thence South 55 degrees 38 minutes 09 seconds East, a distance of 597.09 feet; thence South 50 degrees 43 minutes 10 seconds East, a distance of 115.82 feet; thence South 62 degrees 28 minutes 36 seconds East, a distance of 39.56 feet; thence South 65 degrees 14 minutes 16 seconds East, a distance of 55.47 feet; thence South 69 degrees 17 minutes 53 seconds East, a distance of 65.91 feet; thence South 70 degrees 36 minutes 24 seconds East, a distance of 34.89 feet; thence South 77 degrees 03 minutes 38 seconds East, a distance of 38.97 feet; thence South 70 degrees 30 minutes 07 seconds East, a distance of 53.60 feet; thence South 66 degrees 54 minutes 25 seconds East, a distance of 62.91 feet to the East line of said Southeast Quarter of Section 14 and said Line B there terminating.

Line C described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 453.36 feet to the point of beginning of Line C to be described; thence North 89 degrees 58 minutes 36 seconds East, a distance of 679.35 feet; thence South 55 degrees 33 minutes 18 seconds East, a distance of 773.88 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 14 and said Line C there terminating.

Line D described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 453.36 feet; thence North 89 degrees 58 minutes 36 seconds East, a distance of 679.35 feet; thence South 55 degrees 33 minutes 18 seconds East, a distance of 773.88 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 14 and the point of beginning of Line D to be described; thence continuing South 55 degrees 33 minutes 18 seconds East, a distance of 830.54 feet; thence southeasterly, a distance of 442.75 feet along a tangential curve, concave to the north, having a radius of 739.13 feet, and a central angle of 34 degrees 19 minutes 16 seconds; thence South 89 degrees 52 minutes 34 seconds East, tangent to said curve, a distance of 213.35 feet to the east line of the Northeast Quarter of the Northeast Quarter of said Section 23 and said Line D there terminating.

AND

The North 710.60 feet of the Northeast Quarter of the Northeast Quarter of Section 23, Township 115, Range 26, Carver County, Minnesota lying Northeasterly of said Line D.

PARCEL B:

That part of the Southwest Quarter of the Southeast Quarter of Section 14, Township 115, Range 26, Carver County, Minnesota lying Southerly of Line C.

Line C described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 453.36 feet to the point of beginning of Line C to be described; thence North 89 degrees 58 minutes 36 seconds East, a distance of 679.35 feet; thence South 55 degrees 33 minutes 18 seconds East, a distance of 773.88 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 14 and said Line C there terminating.

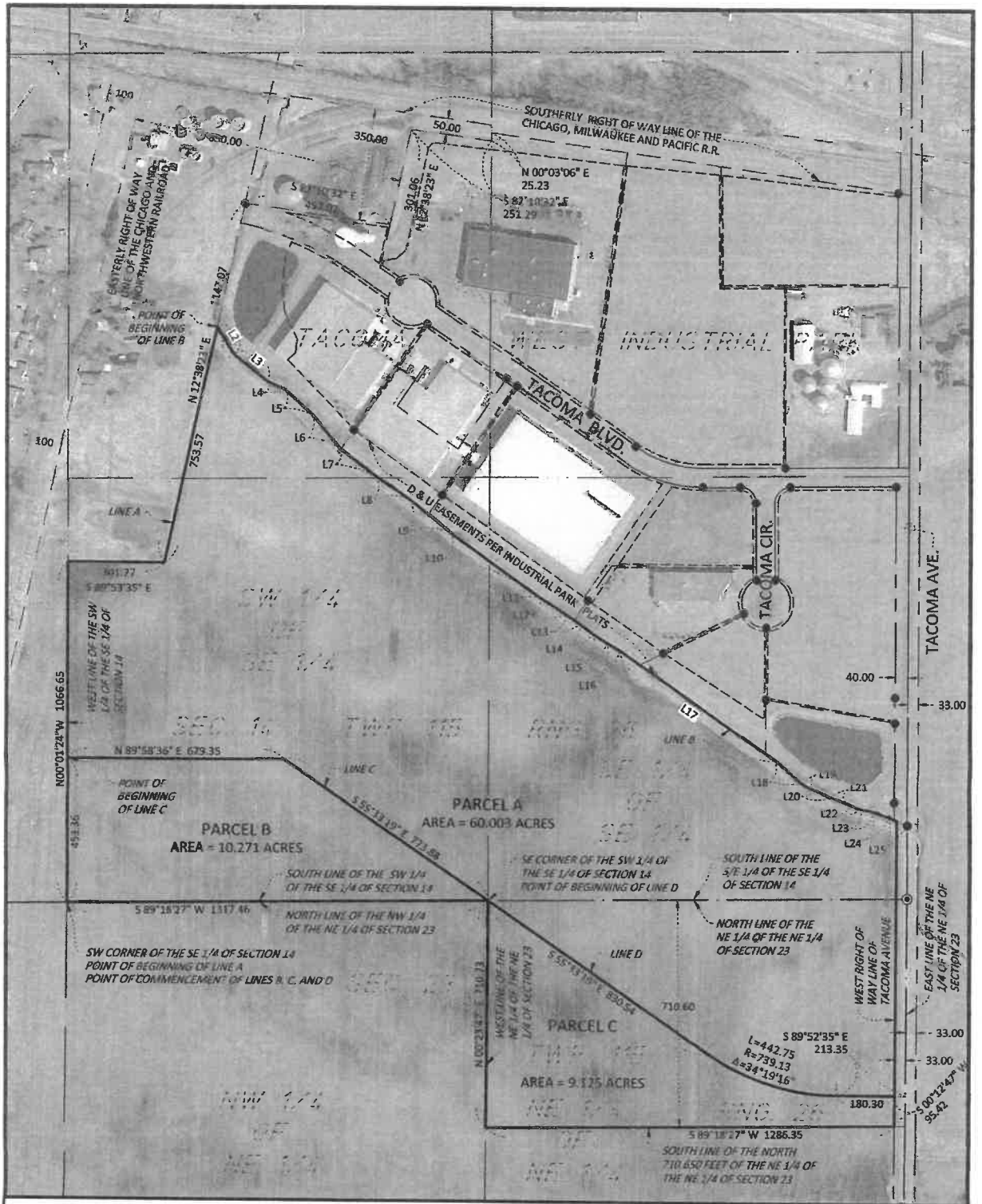
PARCEL C:

The North 710.60 feet of the Northeast Quarter of the Northeast Quarter of Section 23, Township 115, Range 26, Carver County, Minnesota lying Southerly of Line D.

Line D described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 453.36 feet; thence North 89 degrees 58 minutes 36 seconds East, a distance of 679.35 feet; thence South 55 degrees 33 minutes 18 seconds East, a distance of 773.88 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 14 and the point of beginning of Line D to be described; thence continuing South 55 degrees 33 minutes 18 seconds East, a distance of 830.54 feet; thence southeasterly, a distance of 442.75 feet along a tangential curve, concave to the north, having a radius of 739.13 feet, and a central angle of 34 degrees 19 minutes 16 seconds; thence South 89 degrees 52 minutes 34 seconds East, tangent to said curve, a distance of 213.35 feet to the east line of the Northeast Quarter of the Northeast Quarter of said Section 23 and said Line D there terminating.

<b>SURVEY EXHIBIT</b> NORWOOD YOUNG AMERICA, MN		PART OF: SE 1/4 OF SEC. 14 AND NE 1/4 OF SEC. 23 TWP. 115, RNG 26 CARVER COUNTY, MINNESOTA FOR: CITY OF NORWOOD YOUNG AMERICA
 <b>BOLTON &amp; MENK</b>	2638 SHADOW LANE, SUITE 200 CHASKA, MINNESOTA 55318 (952) 448-8838	



LINE TABLE		
LINE #	LENGTH	BEARING
L2	100.56	S31°49'32"E
L3	136.53	S90°56'31"E
L4	60.62	S64°34'00"E
L5	117.83	S47°59'04"E
L6	131.27	S40°11'42"E
L7	143.87	S93°07'17"E

LINE TABLE		
LINE #	LENGTH	BEARING
L8	124.11	S56°12'38"E
L9	162.80	S50°41'42"E
L10	279.27	S54°05'29"E
L11	63.59	S54°49'13"E
L12	98.65	S57°27'15"E
L13	55.10	S55°27'59"E

LINE TABLE		
LINE #	LENGTH	BEARING
L14	48.34	S53°34'22"E
L15	52.32	S56°38'50"E
L16	47.43	S59°46'01"E
L17	597.09	S55°38'09"E
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<b>SURVEY EXHIBIT</b> <b>NORWOOD YOUNG AMERICA, MN</b>		PART OF: SE 1/4 OF SEC. 14 AND NE 1/4 OF SEC. 23 TWP. 115, R26 CARVER COUNTY, MINNESOTA FOR: CITY OF NORWOOD YOUNG AMERICA
 <b>BOLTON &amp; MENK</b> 2638 SHADOW LANE, SUITE 200 CHASKA, MINNESOTA 55318 (952) 448-8838		

## PURCHASE AGREEMENT

This Agreement is made and entered into by and between Robert Kloth and Lori Kloth ("Seller") and the City of Norwood Young America ("Buyer").



### **RECITALS:**

A. Seller is the fee owner of approximately sixty acres of property in the City of Norwood Young America, Minnesota (the "Property"), which comprises portions of tax parcels 580146500 and 580146200, and which is legally described in Exhibit A and depicted as Parcel A in Exhibit B, each attached hereto.

B. Seller wishes to convey, and Buyer wishes to purchase the Property, together with all rights, privileges, easements, and appurtenances belonging thereto.

### **AGREEMENT:**

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Purchase Price and Manner of Payment.** The purchase price ("Purchase Price") to be paid by Buyer for the Property shall be Two Million One Hundred Thousand Dollars and 00/100 (\$2,100,000.00), subject to the following deductions and payable as follows:

- a. Upon execution of this Agreement, Five Thousand and 00/100 dollars (\$5,000) as earnest money ("Earnest Money"), to be held by the Closing Company and disbursed in accordance with the terms of this Purchase Agreement.
- b. The balance of the Purchase Price, as adjusted by prorations and credits specified herein, shall be paid in a draft or other immediately available funds on the Closing Date.

**2. Condition of Property.** Seller has no knowledge of adverse conditions affecting the Property. For purposes of this representation, "adverse conditions" shall include:

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property.



- b. Pre-existing land divisions or subdivisions for which required state or local approvals were not obtained.
- c. Boundary line or lot disputes, encroachments or encumbrances.
- d. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- e. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline and heating oil
- f. Burial sites, archeological artifacts, conveyed mineral rights, or the presence of endangered species.

**3. Hazardous Substances.** There are, to the best of Seller's knowledge, no Hazardous Substances (as defined in state and federal law), asbestos, urea formaldehyde, polychlorinated biphenyls, radon gas or petroleum products (including gasoline, fuel oil, crude oil and various constituents of such products) which exist on, have been placed or stored on, or have been released from, the Property by any person in violation of any law.

**4. Closing.** The closing of the purchase and sale of the Property contemplated by this Agreement shall occur on a "Closing Date" which shall occur within thirty (30) days after the Due Diligence and Contingency Date described in Section 9 of this Agreement. The closing shall be conducted by a closing company (the "Closing Company") agreed to by the parties at a mutually agreeable time and place. Seller agrees to deliver possession of the Property to Buyer on the Closing Date. At the closing, Buyer shall pay the Purchase Price, as adjusted by prorations and credits specified herein, to Seller and the following closing documents shall be executed and delivered.

- a. A general warranty deed conveying to Buyer fee simple title of the Property, free and clear of all encumbrances, except the following "Permitted Encumbrances":
  - (1) Property taxes and special assessments to be allocated between the parties as provided in Section 5 of this Agreement;
  - (2) Building codes and laws and ordinances relating to zoning, land use and environmental matters; and
  - (3) Easements and Restrictions and Covenants of Record that do not interfere with Buyer's intended use of the Property;

- b. An Affidavit by Seller indicating no adverse matters.
- c. A closing statement detailing the financial terms of the closing.
- d. All other documents necessary to transfer the Property to Buyer free and clear of all encumbrances except the Permitted Encumbrances.
- e. The Option Agreement attached hereto as Exhibit C.

**5. Costs and Prorations.** Seller and Buyer agree to the following prorations and allocations of costs:

- a. **Closing Costs.** Seller shall pay all costs of issuing the title insurance commitment. Buyer shall be responsible title insurance premiums and surcharges required for the issuance of any owner's title insurance policy required by Buyer. The closing fees charged by the Title Insurer shall be split between the parties. All other closing costs shall be allocated per customary standards.
- b. **Documentary Taxes.** Seller shall pay all state deed tax for the general warranty deed to be delivered by Seller under this Agreement.
- c. **Real Estate Taxes and Levied and Pending Assessments.** General real estate taxes due in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date based upon a calendar fiscal year. Seller shall be responsible for any green acre charges due on the property. Seller shall be responsible for all special assessments levied or pending against the Property as of the date of this Agreement.
- d. **Attorney's Fees.** Each party will pay its own attorney's fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.
- e. **Subdivision Costs.** Buyer shall be responsible for all costs associated with subdivision of the property from the larger parcel(s) retained by Seller. Seller shall cooperate with Buyer in the subdivision process.

**6. Title.**

- a. **Quality of Title.** Seller shall convey marketable fee title to the Property to Buyer, subject to no liens, easements, encumbrances, conditions, reservations or restrictions other than the Permitted Encumbrances.

b. **Title Evidence.** Within ten (10) business days after this Agreement is fully executed by the Parties, Seller shall furnish to Buyer a commitment (“Title Commitment”) for an owner’s policy of insurance in the amount of the Purchase Price insuring title to the Property subject only to the Permitted Encumbrances.

c. **Buyer’s objections.** Within ten (10) business days after receiving the Title Commitment, Buyer shall make written objections (“Objections”) to the form and/or contents of the Title Commitment. Buyer’s failure to make Objections within such time period will constitute waiver of Objections. Any matter shown on such Title Commitment and not objected to by Buyer shall be deemed an additional “Permitted Encumbrance” hereunder. Seller shall have ninety (90) days after receipt of the Objections to cure the Objections, during which period the Closing will be postponed as necessary. Seller shall use its best efforts to correct any Objections. If the Objections are not cured within such 90-day period, Buyer will, in addition to any other remedy available at law or under this Agreement, have the option to do either of the following:

- (1) Terminate this Agreement; or
- (2) Waive the Objections and proceed to close.

7. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:

- a. **Authority.** Seller has the requisite power and authority to enter into and perform this Agreement.
- b. **Title to Property.** Seller owns the Property free and clear of all encumbrances except the Permitted Encumbrances.
- c. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Property.
- d. **FIRPTA.** Seller is not a “foreign person,” “foreign partnership,” “foreign trust” or “foreign state” as those terms are defined in § 1445 of the Internal Revenue Code.
- e. **Proceedings.** To the best knowledge of Seller, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the Property.

- f. **Wells and Septic Systems.** Seller represents that it is not aware of any septic systems or wells located on the Property.
- g. **Methamphetamine Production.** Pursuant to Minnesota Statutes section 152.0275, Seller certifies to Buyers that it is not aware of any methamphetamine production that has occurred on the Property.

**8. Representations and Warranties by Buyer.** Buyer represents and warrants to Seller as follows:

- a. **Authority.** Buyer has the requisite power and authority to enter in to this Agreement and perform it.
- b. **Blocked Persons.** Buyer has not received written notice that Buyer is:
  - (1) listed on the Specifically Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 Sept. 25, 2001 ("Order") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists");
  - (2) a person who has been determined by competent authority to be subject to the prohibitions contained in the Order; or
  - (3) owned or controlled by, or acts for or on behalf of, any person or entity who is (x) on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Order, (y) a citizen of the United States who is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation or Executive Order of the President of the United States, or (z) an "Embargoed Person," meaning any person, entity or government subject to trade restrictions under U.S. law, including , but not limited to the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated under such acts.

**9. Due Diligence and Contingencies.** The Parties' obligation to close on the transaction contemplated hereunder is contingent upon the occurrence of the events described below on or before March 1, 2023 (the "Due Diligence and Contingency Period"):

- a. **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 6 above. The Due Diligence and Contingency Date shall be extended as necessary as provided in Section 6(c) hereof.
- b. **Bond Sale.** Buyer holding a successful bond sale, if necessary, and the sale of the bonds necessary to fund the acquisition hereunder.
- c. **Comprehensive Plan Amendment.** The Metropolitan Council approving a Comprehensive Plan Amendment to the Future Land Use Map re-guiding the Property from Medium Density Residential to Industrial.
- d. **Testing, Investigation.** Buyer shall have determined that it is satisfied, in its sole discretion, with the results of all matters disclosed by soil tests, soil borings, engineering inspections, surveys, and any and all other reviews, tests or studies of 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.
- e. **Environmental Investigation.** Buyer shall have determined that it is satisfied, in its 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 I and Phase II Environmental Assessment reports in Seller's possession.

The contingencies set forth in this Section 9 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 9 has not been satisfied on or before the Due Diligence and 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 the Due Diligence and Contingency Date.

Upon any such exercise of the right of termination, the Agreement shall be terminated, the Earnest Money shall be returned to Buyer, if any, provided that Buyer provides evidence of payment of all work performed during its investigation and the Property has been restored to 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 does not terminate this Agreement on or before the Due Diligence and Contingency Date, all Earnest Money shall become non-refundable except as otherwise provided by this Agreement.

**10. Control of Property.** Subject to the provisions of this Agreement, until the Closing Date, Seller shall have full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising from the negligence of Buyer, its agents, contractors, or employees and except as set forth in Section 9 regarding Buyer's tests and inspections.

**11. Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within ten (10) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. If Buyer fails to exercise its option to terminate the Agreement, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at 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.

**12. Assignment.** Buyer may not assign their rights under this Agreement without written consent of the Seller.

**13. Survival.** All of the terms of this Agreement will survive and be enforceable after the Closing.

**14. Notices.** Any notices required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to any officer of the receiving party, or (ii) mailed in a sealed wrapper 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: Robert and Lori Kloth  
13150 Tacoma Ave.  
Norwood Young America, MN 55368

With copy to: Jason Winter  
Citizens State Bank of Norwood Young America  
409 Faxon Rd., PO Box 789  
Norwood Young America, MN 55368

If to Buyer: City of Norwood Young America  
310 Elm St. W  
P.O. Box 59  
Norwood Young America, MN 55368

With copy to: Jay Squires and Zach Cronen  
Rupp, Anderson, Squires, Waldspurgen & Mace, P.A.  
333 South Seventh Street, Suite 2800  
Minneapolis, MN 55402

Notices shall be deemed effective on the earlier of the date of receipt or in the case of such deposit in the mail or overnight courier, on the first business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party.

**15. Option Agreement.** By separate Option Agreement, attached hereto as Exhibit C, Seller grants Buyer a ten-year option to purchase the contiguous approximately 80 acres of its property, which is comprised of portions of tax parcels 580146500, 580146200, and 580146300, at the price of thirty five thousand dollars (\$35,000) per acre.

**16. Captions.** The 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.

**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. Each Party represents that they have read this Agreement, understand its terms, and have had the opportunity to review this Agreement with their respective counsel

**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 both 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, nor as a waiver of such right in a later or separate instance.

19. **Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

20. **Binding Effect.** This Agreement binds and benefits the parties and their respective successors and assigns.

21. **Remedies.**

a. **Default by Buyer.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving a 30-day written notice to Buyer pursuant to Minnesota Statutes section 559.21, as it may be amended for time to time. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller shall retain the Earnest Money as liquidated damages, time being of the essence of this Agreement; or Seller may sue for specific performance of this Agreement or actual damages caused by Buyer's default.

b. **Default by Seller.** If Seller defaults under this Agreement, Buyer may sue for specific performance of this Agreement or actual damages caused by Seller's default.

**SELLER: Robert Kloth and Lori Kloth**

By: Robert Kloth  
Robert Kloth

Dated: 1/18/2023

By: Lori Kloth  
Lori Kloth

Dated: 1/18/2023



**BUYER: City of Norwood Young America**

By: Carol Lagergren  
Carol Lagergren  
Mayor

Dated: 01/23/2023

By: Andrea Aukrust  
Andrea Aukrust  
City Administrator

Dated: 01/23/2023

## EXHIBIT A

That part of the Southeast Quarter of Section 14, Township 115, Range 26, Carver County, Minnesota lying Southerly and Easterly of Line A, Southwesterly of Line B, and Northeasterly of Line C.

Line A is described as follows:

Beginning at the Southwest corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 1066.65 feet; thence South 89 degrees 53 minutes 35 seconds East, a distance of 301.28 feet; thence North 12 degrees 38 minutes 23 seconds East, parallel with the Easterly right-of-way of the Chicago and Northwestern Railroad, a distance of 1147.07 feet to a line drawn parallel with and 350.00 feet Southerly of the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad; thence South 82 degrees 10 minutes 32 seconds East, parallel with the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, a distance of 457.02 feet to a line drawn parallel with and 850.00 feet Easterly of the Easterly right-of-way line of the Chicago and Northwestern Railroad; thence North 12 degrees 38 minutes 23 seconds East, parallel with the Easterly right-of-way line of the Chicago and Northwestern Railroad, a distance of 301.06 feet to a line drawn parallel with and 50.00 feet Southerly of the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad; thence South 82 degrees 10 minutes 32 seconds East, parallel with the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, a distance of 251.29 feet to the East line of the Northwest Quarter of said Southeast Quarter; thence North 00 degrees 03 minutes 01 seconds East, along the East line of the Northwest Quarter of said Southeast Quarter, a distance of 25.23 feet to the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and said Line A there terminating.

Line B described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 1066.65 feet; thence South 89 degrees 53 minutes 35 seconds East, a distance of 301.28 feet; thence North 12 degrees 38 minutes 23 seconds East, parallel with the Easterly right-of-way of the Chicago and Northwestern Railroad, a distance of 753.57 feet to the point of beginning of Line B to be described; thence South 31 degrees 49 minutes 32 seconds East, a distance of 100.56 feet; thence South 50 degrees 56 minutes 31 seconds East, a distance of 136.53 feet; thence South 64 degrees 34 minutes 00

seconds East, a distance of 60.62 feet; thence South 47 degrees 59 minutes 04 seconds East, a distance of 117.83 feet; thence South 40 degrees 11 minutes 44 seconds East, a distance of 131.27 feet; thence South 53 degrees 07 minutes 17 seconds East, a distance of 143.87 feet; thence South 56 degrees 12 minutes 38 seconds East, a distance of 124.11 feet; thence South 50 degrees 41 minutes 42 seconds East, a distance of 162.80 feet; thence South 54 degrees 05 minutes 29 seconds East, a distance of 279.27 feet; thence South 54 degrees 49 minutes 13 seconds East, a distance of 63.59 feet; thence South 57 degrees 27 minutes 15 seconds East, a distance of 98.65 feet; thence South 55 degrees 27 minutes 59 seconds East, a distance of 55.10 feet; thence South 53 degrees 34 minutes 22 seconds East, a distance of 48.34 feet; thence South 56 degrees 38 minutes 50 seconds East, a distance of 52.32 feet; thence South 59 degrees 46 minutes 01 second East, a distance of 47.43 feet; thence South 55 degrees 38 minutes 09 seconds East, a distance of 597.09 feet; thence South 50 degrees 43 minutes 10 seconds East, a distance of 115.82 feet; thence South 62 degrees 28 minutes 36 seconds East, a distance of 39.56 feet; thence South 65 degrees 14 minutes 16 seconds East, a distance of 55.47 feet; thence South 69 degrees 17 minutes 53 seconds East, a distance of 65.91 feet; thence South 70 degrees 36 minutes 24 seconds East, a distance of 34.89 feet; thence South 77 degrees 03 minutes 38 seconds East, a distance of 38.97 feet; thence South 70 degrees 30 minutes 07 seconds East, a distance of 53.60 feet; thence South 66 degrees 54 minutes 25 seconds East, a distance of 62.91 feet to the East line of said Southeast Quarter of Section 14 and said Line B there terminating.

Line C described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 453.36 feet to the point of beginning of Line C to be described; thence North 89 degrees 58 minutes 36 seconds East, a distance of 679.35 feet; thence South 55 degrees 33 minutes 18 seconds East, a distance of 773.88 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 14 and said Line C there terminating.

Line D described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 01 minute 24 seconds West, along the West line of said Southeast Quarter, a distance of 453.36 feet; thence North 89 degrees 58 minutes 36 seconds East, a distance of 679.35 feet; thence South 55 degrees 33 minutes 18 seconds East, a distance of 773.88 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section

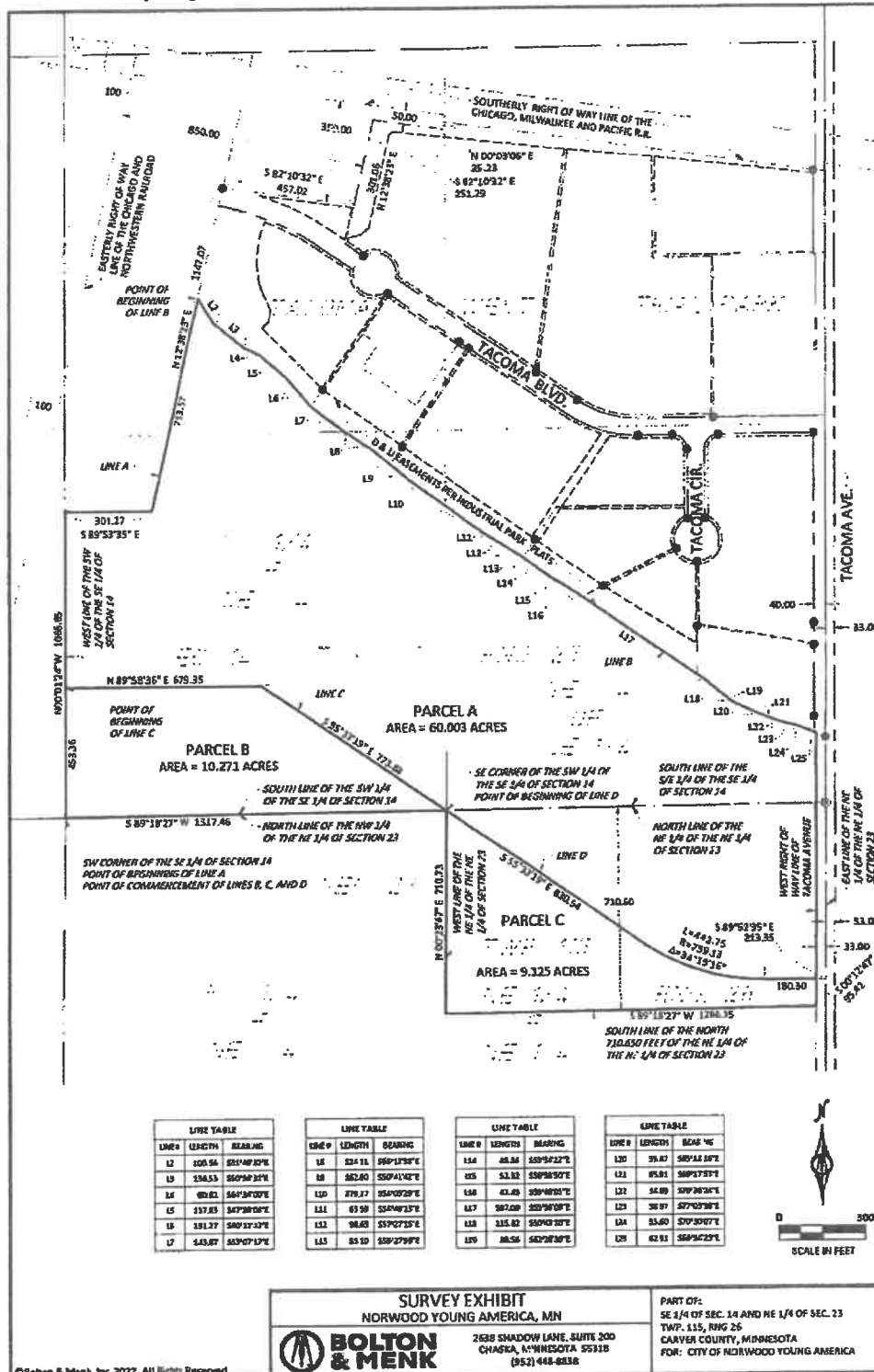
14 and the point of beginning of Line D to be described; thence continuing South 55 degrees 33 minutes 18 seconds East, a distance of 830.54 feet; thence southeasterly, a distance of 442.75 feet along a tangential curve, concave to the north, having a radius of 739.13 feet, and a central angle of 34 degrees 19 minutes 16 seconds; thence South 89 degrees 52 minutes 34 seconds East, tangent to said curve, a distance of 213.35 feet to the east line of the Northeast Quarter of the Northeast Quarter of said Section 23 and said Line D there terminating.

AND

The North 710.60 feet of the Northeast Quarter of the Northeast Quarter of Section 23, Township 115, Range 26, Carver County, Minnesota lying Northeasterly of said Line D.

# Exhibit B

## Depiction of the Property



©Bolton & Menk, Inc. 2022, All Rights Reserved  
 N:\KDYA\DC124521\CAD\CSD\125431\_V\_PROP\_EL.dwg 10/20/2022 2:43 PM JOB NUMBER: OCL124521 REID BOOK: DRAWN BY: ARK SHEET 2 OF 2

1  
2  
3  
4  
5

**Exhibit C**

Option Agreement

## RESOLUTION NO. 2023-06



### **A RESOLUTION AWARDING THE SALE OF TAXABLE GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2023A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,165,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

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

Section 1. Sale of Bonds.

1.01. Background.

(a) Under Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the “Act”), the City is authorized to grant a property tax abatement on specified parcels in order to help finance land acquisition and public improvements to facilitate its West Tacoma Industrial Park Expansion Project (the “Project”).

(b) Pursuant to a resolution adopted by the City Council on September 26, 2022 (the “Abatement Resolution”), following a duly noticed public hearing, the City Council approved a property tax abatement (the “Abatements”) in the maximum amount of \$2,917,944 for certain property in the City identified in the Abatement Resolution (the “Abatement Parcels”) over a period of twenty (20) years, in an amount sufficient to pay the principal amount of and all or a portion of the interest on bonds issued to finance the Project.

(c) In the Abatement Resolution, the City found and determined that the Abatement Project benefits the Abatement Parcels, that the Project will help provide public infrastructure, provide employment opportunities, including construction jobs and jobs created by future businesses locating within the industrial park, help redevelop and prevent underutilized, marginal, or blighted land in the City, and help increase or preserve tax base by stimulating development through the creation of a new industrial park which will help attract new businesses to the community, and that the maximum principal amount of bonds to be secured by Abatements does not exceed the estimated sum of Abatements from the Abatement Parcels for the term authorized under the Abatement Resolution.

(d) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue its Taxable General Obligation Tax Abatement Bonds, Series 2023A (the “Bonds”), in the original aggregate principal amount of \$2,165,000, pursuant to the Act, to provide financing for the Project.

(e) The City is authorized by Section 475.60, subdivision 2(6) of the Act to negotiate the sale of the Bonds, it being determined on the advice of bond counsel, that the interest on the Bonds cannot be represented to be excluded from gross income for purposes of federal income taxation.

1.02. Award to the Purchaser and Interest Rates. The proposal of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, as syndicate manager (the “Purchaser”), to purchase the Bonds is hereby found and



determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$2,147,212.81 (par amount of \$2,165,000.00, plus original issue premium of \$32,118.55, less underwriter's discount of \$49,905.74), plus accrued interest, if any, to the date of delivery for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2025	6.000%	2031	4.400%
2026	6.000	2032	4.450
2027	6.000	2033	4.500
2028	6.000	2036*	4.600
2029	6.000	2039*	4.800
2030	6.000	2043*	5.000

*\* Term Bond*

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the City Administrator in consultation with the City's municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the original aggregate principal amount of \$2,165,000, originally dated the date of delivery, being in fully registered form, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing on February 1 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2025	\$70,000	2031	\$100,000
2026	75,000	2032	100,000
2027	80,000	2033	105,000
2028	80,000	2036*	345,000
2029	85,000	2039*	405,000
2030	90,000	2043*	630,000

*\* Term Bond*

1.05. Optional Redemption. The City may elect on February 1, 2030, and on any day thereafter to prepay Bonds maturing on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 6 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 2036, February 1, 2039, and February 1, 2043 shall hereinafter be referred to collectively as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 2036 Term Bond</u>	<u>Principal Amount</u>
2034	\$110,000
2035	115,000
2036*	120,000

\* *Maturity*

<u>February 1, 2039 Term Bond</u>	<u>Principal Amount</u>
2037	\$130,000
2038	135,000
2039*	140,000

\* *Maturity*

<u>February 1, 2043 Term Bond</u>	<u>Principal Amount</u>
2040	\$145,000
2041	155,000
2042	160,000
2043*	170,000

\* *Maturity*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication; or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2024, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar” and “Paying Agent”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Administrator must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

### Section 4. Funds and Accounts; Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the Taxable General Obligation Tax Abatement Bonds, Series 2023A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City

Administrator shall timely deposit in the Debt Service Fund the Abatements from the Abatement Parcels, and proceeds of ad valorem taxes hereinafter levied (the "Taxes") for the Bonds are hereby pledged to the Debt Service Fund. There is also appropriated to the Debt Service Fund amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof. There also shall be deposited to the Debt Service Fund all investment earnings on amounts in the Debt Service Fund and any other funds appropriated for the payment of principal or interest on the Bonds.

4.02. Construction Fund. The City hereby creates the Taxable General Obligation Tax Abatement Bonds, Series 2023A Construction Fund (the "Construction Fund"). Proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, together with any other funds appropriated for the Project collected during the construction of the Project, will be deposited in the Construction Fund to be used solely to defray expenses of the Project described herein and in the Abatement Resolution. When the Project is completed and the cost thereof paid, the Construction Fund is to be closed and any funds remaining may be deposited in the Debt Service Fund. There also shall be deposited to the Construction Fund all investment earnings on amounts in the Construction Fund and any other funds appropriated for the payment of costs of the Project.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.04. Pledge of Tax Levy. For the purpose of paying a portion of the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes in the years and amounts as attached hereto as EXHIBIT C will be credited to the Debt Service Fund, as provided above.

4.05. Debt Service Coverage. It is hereby determined that the estimated collections of Abatements and Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the City Administrator may certify to the Manager of Taxpayer Services Carver County, Minnesota (the "Manager of Taxpayer Services") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the Manager of Taxpayer Services will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the Manager of Taxpayer Services and to obtain the certificate required by Section 475.63 of the Act.

#### Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of

the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and/or the City Clerk/Treasurer are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, and/or the City Clerk/Treasurer are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and/or the City Clerk/Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Clerk/Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signatures of the Mayor, the City Administrator and/or the City Clerk/Treasurer to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

5.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the City, on the date of closing.

## Section 6. Book-Entry System; Limited Obligation of City.

6.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

6.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the

purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

6.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

6.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

6.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

## Section 7. Continuing Disclosure.

7.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

7.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 8. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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



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

and the following voted against the same: none

whereupon said resolution was declared duly passed and adopted.

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 of said City on Monday, February 13, 2023, commencing at 6:00 p.m.

The following members were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's Taxable General Obligation Tax Abatement Bonds, Series 2023A, to be issued in the original aggregate principal amount of \$2,165,000.

The City Administrator presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals were as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member Krueger then introduced the following resolution and moved its adoption:

**EXHIBIT A**  
**PROPOSALS**



**BID TABULATION**

**\$2,175,000\* Taxable General Obligation Tax Abatement Bonds, Series 2023A**

**City of Norwood Young America, Minnesota**

**SALE: February 13, 2023**

**AWARD: BAIRD**

**Rating: S&P Global Ratings "AA"**

**Taxable - Non-Bank Qualified**

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD				\$2,159,061.50	\$1,316,450.53	5.0160%
Milwaukee, Wisconsin	2025	6.000%	4.550%			
C.L. King & Associates	2026	6.000%	4.350%			
Colliers Securities LLC	2027	6.000%	4.300%			
Davenport & Co. L.L.C.	2028	6.000%	4.300%			
Sierra Pacific Securities	2029	6.000%	4.300%			
Crews & Associates, Inc.	2030	6.000%	4.350%			
Edward Jones	2031	4.400%	4.400%			
Commerce Bank, N.A.	2032	4.450%	4.450%			
Loop Capital Markets	2033	4.500%	4.500%			
First Bankers' Banc Securities, Inc.	2034 <sup>1</sup>	4.600%	4.600%			
Duncan-Williams, Inc.	2035 <sup>1</sup>	4.600%	4.600%			
Country Club Bank	2036 <sup>1</sup>	4.600%	4.600%			
Isaak Bond Investments, Inc Celadon	2037 <sup>2</sup>	4.800%	4.800%			
Financial Group, LLC FMS Bonds Inc.	2038 <sup>2</sup>	4.800%	4.800%			
Wintrust Investments, LLC First	2039 <sup>2</sup>	4.800%	4.800%			
Southern LLC	2040 <sup>3</sup>	5.000%	5.000%			
Midland Securities	2041 <sup>3</sup>	5.000%	5.000%			
Dinosaur Securities Mountainside	2042 <sup>3</sup>	5.000%	5.000%			
Securities LLC StoneX Financial Inc.	2043 <sup>3</sup>	5.000%	5.000%			
Valdes and Moreno	2043 <sup>3</sup>	5.000%	5.000%			
Central States Capital Markets Carty & Company, Inc.						
Seaport Global Securities LLC						
Midlegate Securities Alliance Global Partners						

\* Subsequent to bid opening the issue size was decreased to \$2,165,000.

Adjusted Price - \$2,147,212.81      Adjusted Net Interest Cost - \$1,329,992.11      Adjusted TIC - 5.0175%

<sup>1</sup> \$345,000 Term Bond due 2036 with mandatory redemption in 2034-2035.

<sup>2</sup> \$405,000 Term Bond due 2039 with mandatory redemption in 2037-2038.

<sup>3</sup> \$630,000 Term Bond due 2043 with mandatory redemption in 2040-2042.

<b>NAME OF BIDDER</b>	<b>MATURITY (February 1)</b>	<b>RATE</b>	<b>REOFFERING YIELD</b>	<b>PRICE</b>	<b>NET INTEREST COST</b>	<b>TRUE INTEREST RATE</b>
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$2,148,900.00	\$1,322,740.26	5.0277%

Bid Tabulation  
City of Norwood Young America, Minnesota  
\$2,175,000\* Taxable General Obligation Tax Abatement Bonds, Series 2023A

February 13, 2023

Page 2

**EXHIBIT B**

**FORM OF BOND**

No. R- \_\_\_\_\_ UNITED STATES OF AMERICA \$ \_\_\_\_\_

STATE OF MINNESOTA  
COUNTY OF CARVER  
CITY OF NORWOOD YOUNG AMERICA

**TAXABLE GENERAL OBLIGATION TAX ABATEMENT BOND  
SERIES 2023A**

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	February 1, 20__	March 9, 2023	_____

Registered Owner: Cede & Co.

The City of Norwood Young America, Minnesota, a duly organized municipal corporation in Carver County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$ \_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing February 1, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2030, and on any day thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The Bonds maturing on February 1, 2036, February 1, 2039, and February 1, 2043 shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 2036 Term Bond</u>	<u>Principal Amount</u>
2034	\$110,000
2035	115,000
2036*	120,000

---

\* *Maturity*

<u>February 1, 2039 Term Bond</u>	<u>Principal Amount</u>
2037	\$130,000
2038	135,000
2039*	140,000

---

\* *Maturity*

<u>February 1, 2043 Term Bond</u>	<u>Principal Amount</u>
2040	\$145,000
2041	155,000
2042	160,000
2043*	170,000

---

\* *Maturity*

This Bond is one of an issue in the original aggregate principal amount of \$2,165,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on February 13, 2023 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain public improvements and finance land acquisition, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended. The principal hereof and interest hereon are in part from tax abatement revenues collected from certain property within the City and in part from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in tax abatement revenues and ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Norwood Young America, Carver County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: March 9, 2023

**CITY OF NORWOOD YOUNG AMERICA,  
MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Administrator

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**BOND TRUST SERVICES CORPORATION**

By \_\_\_\_\_  
Authorized Representative

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

\_\_\_\_\_ Custodian \_\_\_\_\_

TEN ENT -- as tenants by entireties

(Cust) \_\_\_\_\_ (Minor) \_\_\_\_\_

under Uniform Gifts or Transfers to Minors Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_

(Include information for all joint owners if this Bond is held by joint account.)



Please insert social security or other identifying number of assignee

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**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

Cede & Co.  
Federal ID #13-2555119

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**EXHIBIT C**  
**TAX LEVY SCHEDULE**

YEAR *	TAX LEVY
2023	\$36,719.92
2024	38,033.25
2025	38,873.25
2026	39,398.25
2027	34,358.25
2028	34,568.25
2029	34,463.25
2030	39,293.25
2031	34,672.25
2032	35,249.75
2033	35,538.50
2034	35,475.50
2035	35,171.00
2036	39,875.00
2037	38,573.00
2038	37,019.00
2039	35,213.00
2040	38,100.50
2041	35,213.00
2042	37,313.00

*\* Year tax levy collected.*

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

I, the undersigned, being the duly qualified and acting City Clerk/Treasurer 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 February 13, 2023 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 issuance and sale of the City's Taxable General Obligation Tax Abatement Bonds, Series 2023A, in the original aggregate principal amount of \$2,165,000.

WITNESS My hand officially as such City Clerk/Treasurer and the corporate seal of the City this \_\_\_\_\_ day of February, 2023.

(SEAL)

\_\_\_\_\_  
City Clerk/Treasurer  
City of Norwood Young America, Minnesota

Approved by the City Council of the City of Norwood Young America, Minnesota this 13<sup>th</sup> day of February, 2023.

Carol Lagergren  
Carol Lagergren, Mayor

ATTEST:

Angela Brumbaugh  
Angela Brumbaugh, City Clerk/Finance Director

# RESOLUTION NO. 2022-38

## A RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT FOR LAND SOUTH OF THE INDUSTRIAL PARK

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

WHEREAS, the subject land is outlined in red on Exhibit "A"; and,

WHEREAS, the subject land contains a part of the following parcels:

- PID 580146200
- PID 580146300

;and,

WHEREAS, the subject land contains the entire following parcel:

- 580146500

;and,

WHEREAS, the subject land is currently zoned Transition Agriculture; and,

WHEREAS, the subject land is guided for Medium Density Residential under the 2040 Comprehensive Plan and the City of Norwood Young America has requested a Comprehensive Plan Amendment to re-guide the subject land from Medium Density Residential (orange) to Industrial (purple) as illustrated in the map attached hereto as Exhibit "A"; and,

WHEREAS, the City of Norwood Young America Planning Commission held a public hearing on November 1, 2022, to consider the Comprehensive Plan Amendment; and,

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

WHEREAS, the City Council considered the application materials on file with the City and the Planning Commission recommendation at their meeting on November 14, 2022.

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

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

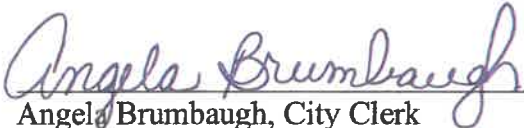
THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a Comprehensive Plan Amendment re-guiding the subject land from Medium Density Residential to Industrial subject to the following condition:

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

Adopted by the City Council this 14<sup>th</sup> day of November 2022.

  
\_\_\_\_\_  
Carol Lagergren, Mayor

ATTEST:

  
\_\_\_\_\_  
Angela Brumbaugh, City Clerk

**EXHIBIT A  
RESOLUTION 2022-38**





March 6, 2023

Hannah Rybak, Consulting City Planner  
City of Norwood Young America  
310 Elm Street W  
Norwood Young America, MN 55368

**RE: City of Norwood Young America – Industrial Park Expansion Comprehensive Plan Amendment – Post Council Action**  
Metropolitan Council Review File No. 22238-4  
Metropolitan Council District 4

Dear Hannah Rybak:

At its Committee of the Whole meeting on March 1, 2023, the Metropolitan Council reviewed the City's comprehensive plan amendment, based on the staff report (attached). The amendment regulates 92 acres from Medium Density Residential (8-12 units per acre) to Industrial located in the southern part of the City, south of Tacoma Boulevard and west of Tacoma Avenue. This also includes expansion of the 2030 Metropolitan Urban Service Area (MUSA) to include the entire site. The purpose of the amendment is to expand an existing industrial park.

The Council found that the amendment conforms to the regional system plans for transportation, wastewater, and parks; is consistent with water resources management and Council forecasts; and is compatible with the plans of adjacent jurisdictions. The amendment is inconsistent with regional land use policies in *Thrive MSP 2040* and the *Housing Policy Plan*. Please note that the City is ineligible to participate in Livable Community Act (LCA) grant programs while it is inconsistent with regional policy. However, the City may place the amendment into effect.

A copy of the staff report to the Council is attached for your records. The Council will append the amendment, submission form and supplemental information to the City's plan in the Council's files. If you have any questions regarding the review please contact Raya Esmaeili, Principal Reviewer at 651-602-1616 or via email at [Raya.Esmaeili@metc.state.mn.us](mailto:Raya.Esmaeili@metc.state.mn.us).

Sincerely,

A handwritten signature in black ink that reads "Angela R. Torres".

Angela R. Torres, AICP, Senior Manager  
Local Planning Assistance

*Attachment*

CC: Tod Sherman, Development Reviews Coordinator, MnDOT Metro  
Deb Barber, Metropolitan Council District No. 4  
Raya Esmaeili, Sector Representative/Principal Reviewer  
Reviews Coordinator

N:\CommDev\LP\AI\Communities\Norwood Young America\Letters\Norwood Young America 2023 Industrial Park Expansion CPA Post Council Action 2238-4.docx

**Metropolitan Council** (Regional Office & Environmental Services)  
390 Robert Street North, Saint Paul, MN 55101-1805  
P 651.602.1000 | F 651.602.1550 | TTY 651.291.0904  
[metro council.org](http://metro council.org)

*An Equal Opportunity Employer*



**City of Norwood Young America  
Tacoma West Industrial Park 2nd Addition  
Project Schedule  
May 8, 2023**

No.	Item	By	Date	Document	Notes
1	Concept Planning	BMI / City	Complete		
2	Land Purchase	City	Complete		
3	Authorize Feasibility Study	City Council	3/27/2023	BMI Memo	
4	Environmental Review	BMI	3/28 - 6/15	EAW or Other?	Review is needed to determine if an Environmental review doc. is needed
5	Wetland Delineation	BMI	5/20 - 6/30	BMI Report	
6	Wetland Replacement Plan	BMI	6/30 - 9/30	BMI Document	ACOE Approvals
7	Complete Feasibility Study	BMI	3/28 - 6/16	Study	Includes cost estimate & Financial Planning
8	Receive Feasibility Study	City Council	3/27/2023	Study	Authorize Final Desin, Plat, Geotech & Topo
9	Topo Survey	BMI	5/9 - 5/19	BMI	
10	Geotechnical Analysis	Other	5/9 - 6/2	Geo Report	
11	Final Design & Preparation of Bid Docs	BMI	6/16 - 7/15	Plans & Specs	
12	Preparation of Plat	BMI	5/9 - 6/30	Prelim & Final Plat	
13	Preparation of Plat	WSB		PC Report & Packet	
14	Prelim Plat Hearing & Approval	P&Z		Prelim & Final Plat	
15	Accept Plans & Plat	City Council	7/29/2023	Plans & Specs & Plat	Preliminary Plat Public Hearing & Recommendation to Approve Prelim & Final Plat
16	Advertise	BMI	8/17 - 9-8	---	Accept Plans, Authorize Advertising, & approve plats
17	Open Bids	BMI			
18	Award Contract	City Council	9/25/2023		
19	Construction	BMI	10/15/2023		

Note: Financing schedules are unknown at this time and may affect the above schedule



Indicates Council Meeting Date  
Indicates P&Z Meeting Date

**TACOMA WEST INDUSTRIAL PARK 2ND ADDITION**

The total project costs for the proposed project are apportioned as follows:

**PROJECT COMPONENT COST APPORTIONMENT SUMMARY**

**TACOMA AVENUE**

Total Project Cost	\$740,808.71
Total Assessable Cost	\$187,330.27
Total Availability Charge Amount	\$289,011.25
Total Direct City Cost	\$264,467.20

**INDUSTRIAL PARK**

Total Project Cost	\$4,325,280.26
Total Assessable Cost	\$3,992,847.78
Total Availability Charge Amount	\$0.00
Total Direct City Cost	\$332,432.48

**TOTAL PROJECT SUMMARY**

Total Project Cost	\$5,066,088.98
Total Assessable Cost	\$4,180,178.05
Total Availability Charge Amount	\$289,011.25
Total Direct City Cost	\$596,899.68

Tacoma West Industrial Park 2nd Addition

PROPOSED PROJECT COMPONENTS	TOTAL PROJECT COST	TOTAL ASSESSABLE AMOUNT	TOTAL CHARGE AMOUNT	TOTAL CITY AMOUNT	TOTAL DEBT SERVICE	DEBT SERVICE FUNDING SOURCE					TOTAL
						DEBT SVC WATER FUND	DEBT SVC SEWER FUND	DEBT SVC STWSEWER FUND	DEBT SVC GENERAL FUND	REVENUE	
STREET RECONSTRUCTION	\$3,030,409	\$2,480,053	\$62,240	\$488,115	\$186,041.46					\$186,041	\$186,041
STORM SEWER/STORM TREATMENT	\$341,049	\$250,050	\$0	\$90,998	\$20,937.51			\$20,938		\$20,938	\$20,938
SANITARY SEWER	\$959,625	\$804,087	\$139,959	\$15,578	\$58,912.84			\$58,913		\$58,913	\$58,913
WATERMAIN	\$739,007	\$645,987	\$86,812	\$2,208	\$45,123.21			\$45,123		\$45,123	\$45,123
<b>TOTALS:</b>	<b>\$5,086,089</b>	<b>\$4,180,178</b>	<b>\$289,011</b>	<b>\$596,900</b>	<b>\$311,015</b>			<b>\$20,938</b>		<b>\$186,041</b>	<b>\$311,015</b>

Notes:

- 1.) \$5,000,000 Chapter 429 Bond
- 2.) All Debt Service Projections are Based on a 30-Year Bond At 2.0%, Actual Bond Term TBD.

(A/P)15YR	0.0514
RATE	4.50%
TERM	30
	0.061392

# Community Growth Partnership Initiative 2023 Community Development Grant Application

Project name: Trail's Edge Senior

Applicant: City of Waconia

Contact name: Shane Fineran, City Administrator

Contact email and phone: sfineran@waconia.org, 952-442-3100

Authorized official for contract execution (name and title): Shane Fineran, City Administrator

Project Summary:

The proposed project is a 76 unit three-story elevator apartment building. The project will be owned and managed by the CDA. The project will primarily serve seniors earning 50% of the area median income or less. The project will include 7 units set aside for High Priority Homeless. These units will have Housing Support Room and Board rental assistance. 30% of the units (23 total units) will be affordable to seniors at or below 30% AMI.

Trails Edge Senior Apartments is part of a previously approved Master Planned Community that allowed for a wide variety and types of housing. The site is being developed to connect to adjacent and planned retail and high density residential uses, both existing and planned. Coordination between the City and County of sidewalks/trails to connect to city parks and a County regional trail have occurred. The density will support the existing retail and make the future paths more appealing to future businesses moving into the area based on the location and walkability. The project will be owned and managed for the long term by the CDA.

The City has historically been a preferred location for senior-oriented housing, and there are diverse options including housing with services. As a larger community, Waconia also has features and amenities that appeal to older adult households.

Property/unit amenities include: full size washer/dryer in each unit, controlled access/cameras, central air conditioning/individual Magic-Pak (temperature control in individual unit), full kitchen package (dishwashers, microwaves, stovetop/range, refrigerator), wired for high-speed internet/cable/satellite, enclosed parking and storage for each unit. Each unit will have a patio or full size balcony. All CDA owned property is 100% smoke free.

Staffing at the property will include a Senior Tenant Service coordinator. This staff member works with residents to make connections to services and programming. Staff will meet with residents to complete an intake and then determine what resources are needed. Staff will help residents complete applications such as Energy Assistance and SNAP. Staff connects residents to food shelves, free cell phones, the Workforce Center, transportation, River Valley Health Services (provides health related services to under and un-insured individuals), His House Foundation (is able to assist with furniture, etc.) and others. The Senior Tenant Service coordinator will work to make referrals to home and community based services. The CDA currently has a

Memorandum of Understanding signed with Carver County Adult Mental Health and Carver County Home and Community Based Care for several of our rental assistance programs. We have a great working relationship with both departments and will allow for warm hand-offs of clients needing this additional type of assistance to age in place.

## 1. Request Details

1a. Request Amount: \$100,000

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Acquisition   | <input type="checkbox"/> Utilities        | <input type="checkbox"/> Sidewalks/Trails      |
| <input type="checkbox"/> Lighting      | <input type="checkbox"/> Site Work        | <input type="checkbox"/> Demolition            |
| <input type="checkbox"/> Landscaping   | <input type="checkbox"/> Roadways         | <input type="checkbox"/> Stormwater            |
| <input type="checkbox"/> Streetscaping | <input type="checkbox"/> Soil Remediation | <input type="checkbox"/> Environmental cleanup |
| <input type="checkbox"/> Parking       | <input type="checkbox"/> Relocation       |  |
| <input type="checkbox"/> Other (list)  |   |  |

## 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study	None Needed	
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)	Funding Based	
Environmental approvals	None Needed	
Construction bids	Funding Based	
Permits	Funding Based	
Site control	Complete	
Financial closing	N/A	
Clean up/demolition	Not Applicable	
Begin construction	Funding Based	
Project completion	Funding Based	
<i>Project Funding Sources</i>		
First mortgage	December 2023	\$3,004,000
General partner cash/other equity		
Syndication proceeds	December 2023	\$6,493,291
Deferred loans	December 2023	\$12,264,000
TIF		
Sales tax/energy rebates	December 2023	\$448,322
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		

Carver County CDA CGPI	June 2023	\$100,000
City: Water/sewer trunk fee waivers	Already committed	\$280,000
Other: ARPA	Already committed	\$1,000,000
Other: Energy Rebate	December 2023	\$17,360

2a. Total development cost: \$23M Percentage of funds committed: 4% (excluding water/sewer trunk fee waivers). ARPA funds committed.

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

### 3. Project Details

3a. Site address(es) 905 Airport Rd Waconia, MN 55387

3b. Site size: 2.77 acres

3c. Number of parcels: 1

3d. Parcel ID(s): 753140030

#### Housing

3e. Are there any existing housing units on the site: Yes  No

If so, how many?

Are any of the units vacant? Yes  No  N/A

3f. Are any of the existing units affordable? Yes  No

3g. Housing Units (*Indicate the number of housing units planned in the project*)

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								
Apartments/Condos	76	76					76	23-30% 53-50%
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability?  Yes  No

3i. If yes, please describe the type and length of affordability. We are applying for funding with MN Housing and will have a 40 year minimum affordability period.

3j. Who is the target population for these units (seniors, families, etc.)? Seniors

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

Yes

No

**Commercial**

3l. Are there existing commercial buildings on the site: Yes  No  If so, how many?  
 Are any of the units vacant? Yes No N/A

3m. Commercial square footage (Indicate the square footage and jobs planned for the project)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages ≥\$17/hour
Retail/commercial						
Industrial						
Office						
Other (Specify)						

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

**4. Project Costs**

4a. Current taxable market value of the site: \$770,000

4b. Anticipated taxable market value after redevelopment: \$12M

4c. Development costs

Acquisition cost: n/a Total development cost: \$23M

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition		
Utilities		
Sidewalks/Trails		
Lighting		
Site Work	\$340,000	\$100,000
Demolition		
Landscaping		
Roadways		
Stormwater		
Streetscaping		
Soil Remediation		
Environmental cleanup		
Parking		
Other		
Other		



## 5. Narrative

5a. Describe how this project fits into the city's goals and the Redevelopment Plan, its public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

The CDA purchased two parcels in 2010. The CDA just opened Trail's Edge South in November 2022. This is a 60-unit general occupancy low-income housing tax credit project and the first phase. The CDA is now working to fund the senior building on the adjacent parcel. As part of the City's 20040 Comprehensive Plan, the city outlines the need for Life-cycle housing, which includes senior housing. The plan outlines that senior housing "may impact access to healthcare, transportation and long-established social networks." Additionally, "a community with quality affordable housing helps to ensure the stability of both neighborhoods and communities that greatly benefit its residents and businesses.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment.

This site was previously vacant. The CDA has owned this site since 2010 and has been trying to develop it since that time.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

The site is part of a previously approved PUD that allowed for a wide variety and types of housing and includes multi-family housing. The adjacent parcels also are zoned and developed as multi-family housing communities. The site is being developed to connect to adjacent and planned retail and high density residential uses, both existing and planned. Coordination between the City and County of sidewalks/trails to connect to city parks and County regional trail, shared uses of adjacent properties for transit and parking. Current placement of the parking and building will allow for use of existing drainage and slope, better vistas/views of the building, provisions for transit shelter/bus pickup, future development of the lot to the northeast for high density residential shared parking/access. The density will support the existing retail and make the future paths more appealing to future businesses moving into the area based on the location and walkability. The proposed Boulevard that will act as an entrance to the building is designed for connectivity to Phase II and shows a commitment to future growth and expansion.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soil, hazardous waste or other elements? If so, describe the type of clean up.

A Phase I has been completed and there is no contamination.

5e. Describe how the project is maximizing the potential of the site.

The site is zoned by the City for high density residential use which would allow the CDA to develop the site to the maximum density. The site lends itself well to allow for shared access for the adjacent site. Trail's Edge South, a 60-unit general occupancy low-income housing tax credit project, just opened in November 2022. The parcel was part of a master planning process that considered full build out of the area in the plan. This forward-looking process allowed for upgraded infrastructure related to streets, and sewer and water capacity to be constructed for capacity when fully built rather than for just the first phase of development.

5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.

N/A

5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

The cost of new construction continues to rise. The CDA has consistently had a gap on this project and has sought funding sources to fill that gap. While our market study may allow for higher rents, the CDA is committed to keeping our rents lower so they remain affordable. Not only would this funding help with the current gap, but we will utilize this funding as an opportunity to score points under MN Housing's criteria

## Attachments

1. City Resolution (sample is attached and must contain all provisions listed)
2. Location map
3. Site plan and elevations (if available)
4. Existing conditions photos
5. Redevelopment plan (if it is a redevelopment project)
6. Relocation plan (if applicable)

7. Copies of any funding commitments
8. Evidence of site control
9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.

## Sample Resolution

WHEREAS, the City of \_\_\_\_\_ has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

WHEREAS, the City has established a Redevelopment Plan of which the proposed project is a component; and  
OR WHEREAS, the City has identified a project that will create living wage jobs; and

WHEREAS, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative predevelopment program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

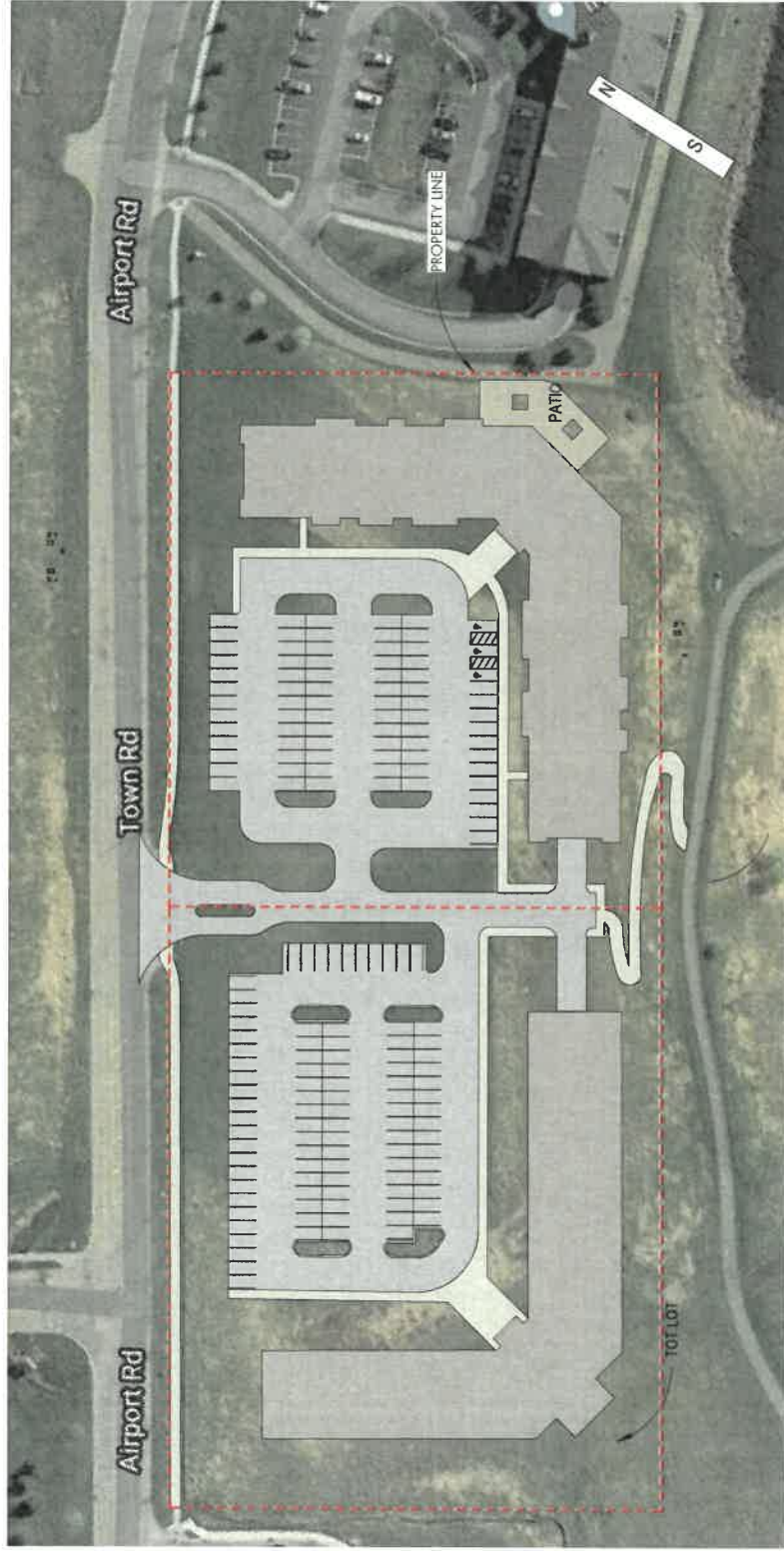
NOW THEREFORE BE IT RESOLVED that the City of \_\_\_\_\_ approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

BE IT FURTHER RESOLVED that if the application is approved by the Carver County CDA, \_\_\_\_\_, the \_\_\_\_\_, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.



This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Date: 5/9/2023



1 SD Site Plan  
1" = 80'-0"

UNIT MIX PER FLOOR	
Name	Count
Level 1	
Unit 0-1	3
Unit 1-0	9
Unit 1-1	1
Unit 2-0	5
Unit 3-2	4
	22

Level 2	Count
Unit 0-1	3
Unit 1-0	9
Unit 1-1	2
Unit 2-0	6
Unit 3-0	1
Unit 3-1	2
Unit 3-2	4
	27

Level 3	Count
Unit 0-1	3
Unit 1-0	9
Unit 1-1	2
Unit 2-0	6
Unit 3-0	1
Unit 3-1	2
Unit 3-2	4
	27
<b>Grand total</b>	<b>76</b>

Level	Area
Level 3	27,251 ft <sup>2</sup>
Level 2	24,941 ft <sup>2</sup>
Level 1	27,391 ft <sup>2</sup>
Level -1	27,656 ft <sup>2</sup>
<b>Grand total</b>	<b>107,238 ft<sup>2</sup></b>

PARKING		
Level	Type	Count
Level -1		72
Level 1		176
		248

Seniors Parking  
 Garage stalls = 72  
 Surface stalls = 176 - 96 stalls (workforce surface parking) = 80 total Senior surface stalls  
 Total Senior stalls = 152 stalls

Parking ratio = 152 stalls / 76 units = 2.0 stalls/unit

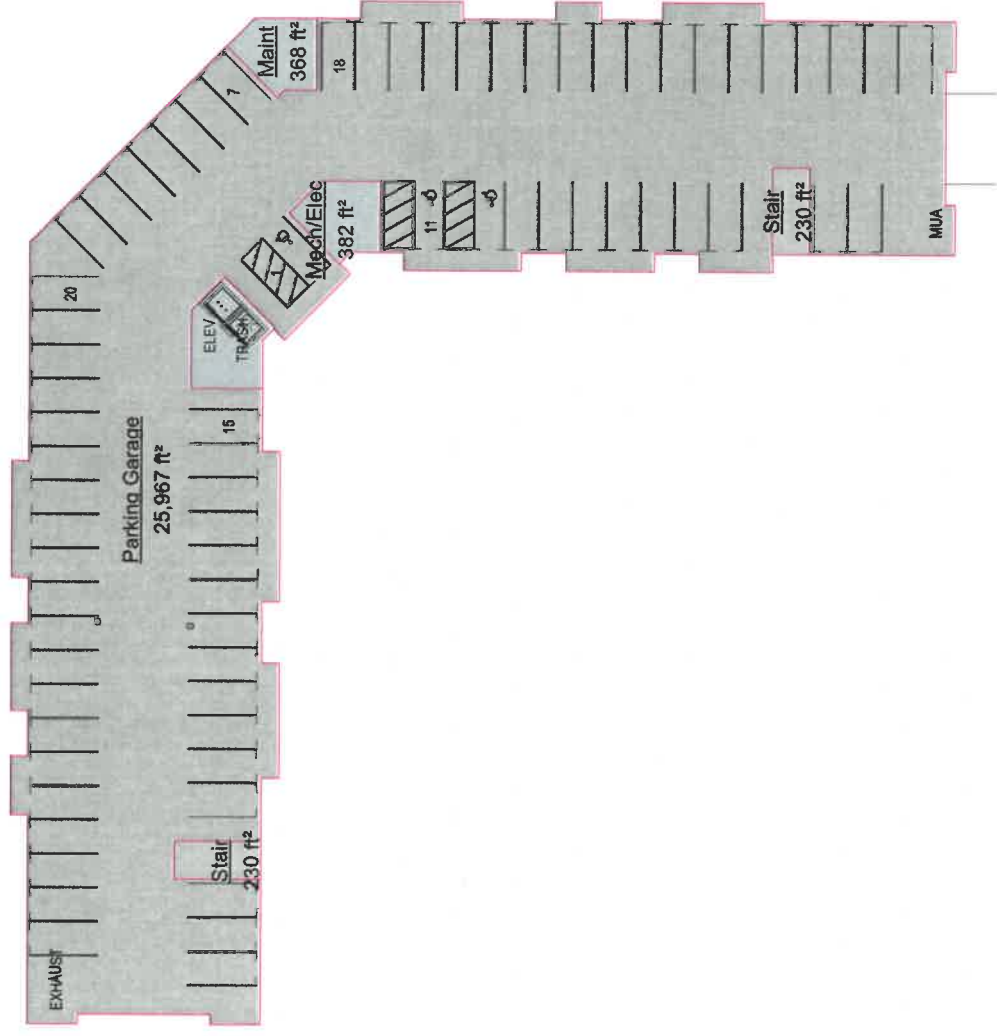
UNIT MIX - GROSS AREA					
Name	Count	Unit Gross Area		Total Area	%
		Main Floor			
<b>TBR</b>					
Unit 1-0	27			19,313 ft <sup>2</sup>	36%
Unit 1-1	5		775 ft <sup>2</sup>	3,874 ft <sup>2</sup>	7%
	32			23,187 ft <sup>2</sup>	42%

<b>TBR +/-D</b>					
Unit 2-0	17			16,212 ft <sup>2</sup>	22%
	17			16,212 ft <sup>2</sup>	22%

<b>ZBR/ZBA</b>					
Unit 3-0	2	939 ft <sup>2</sup>		1,878 ft <sup>2</sup>	3%
Unit 3-1	4	1,158 ft <sup>2</sup>		4,633 ft <sup>2</sup>	5%
Unit 3-2	12	1,074 ft <sup>2</sup>		12,886 ft <sup>2</sup>	16%
	18			19,397 ft <sup>2</sup>	24%

<b>Studio</b>					
Unit 0-1	9	609 ft <sup>2</sup>		5,477 ft <sup>2</sup>	12%
	9			5,477 ft <sup>2</sup>	12%
<b>Grand total</b>	<b>76</b>			<b>64,272 ft<sup>2</sup></b>	<b>100%</b>





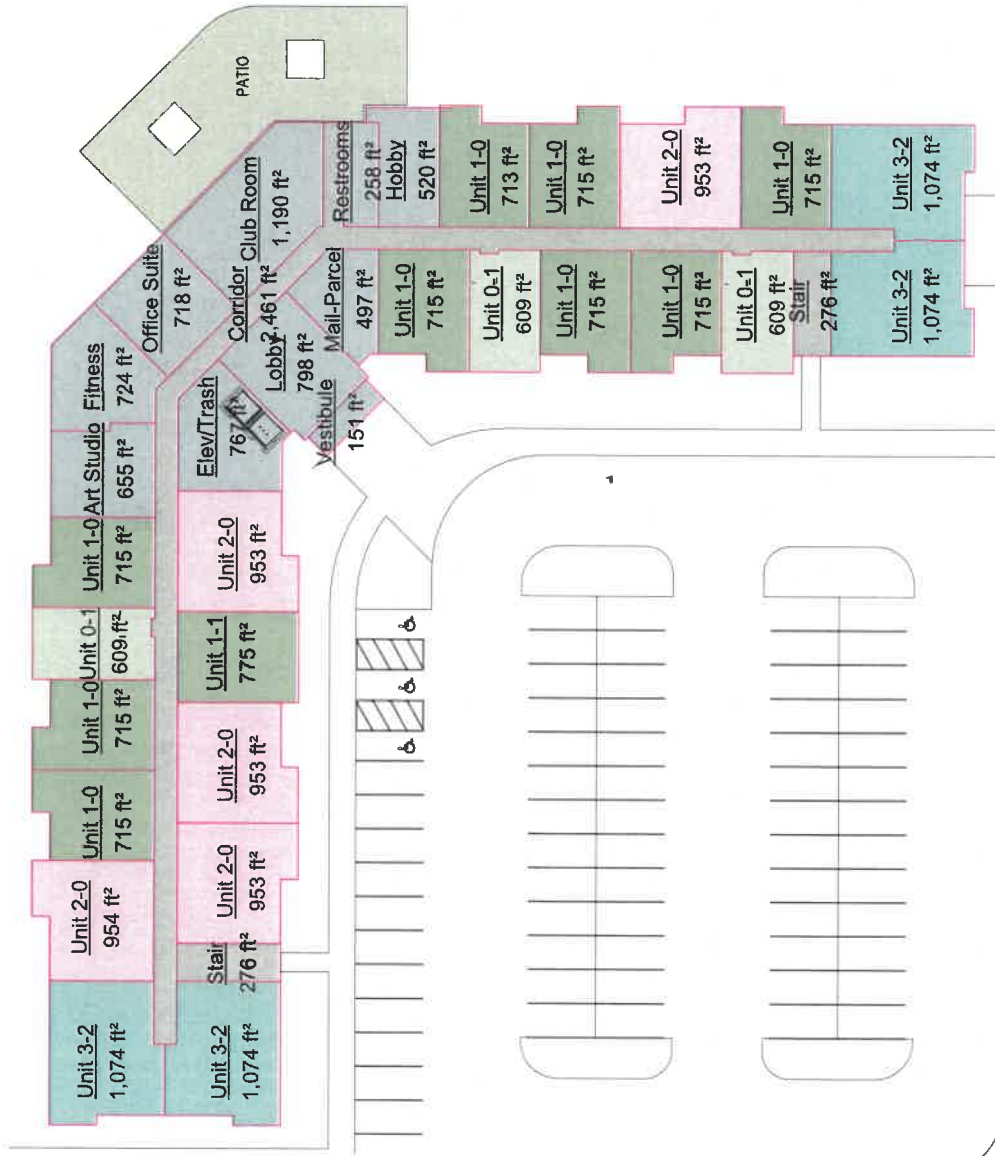
- Schema 1 Legend
- Circulation
  - Commons
  - Garage

① Level -1  
1/32" = 1'-0"



Schema 1 Legend

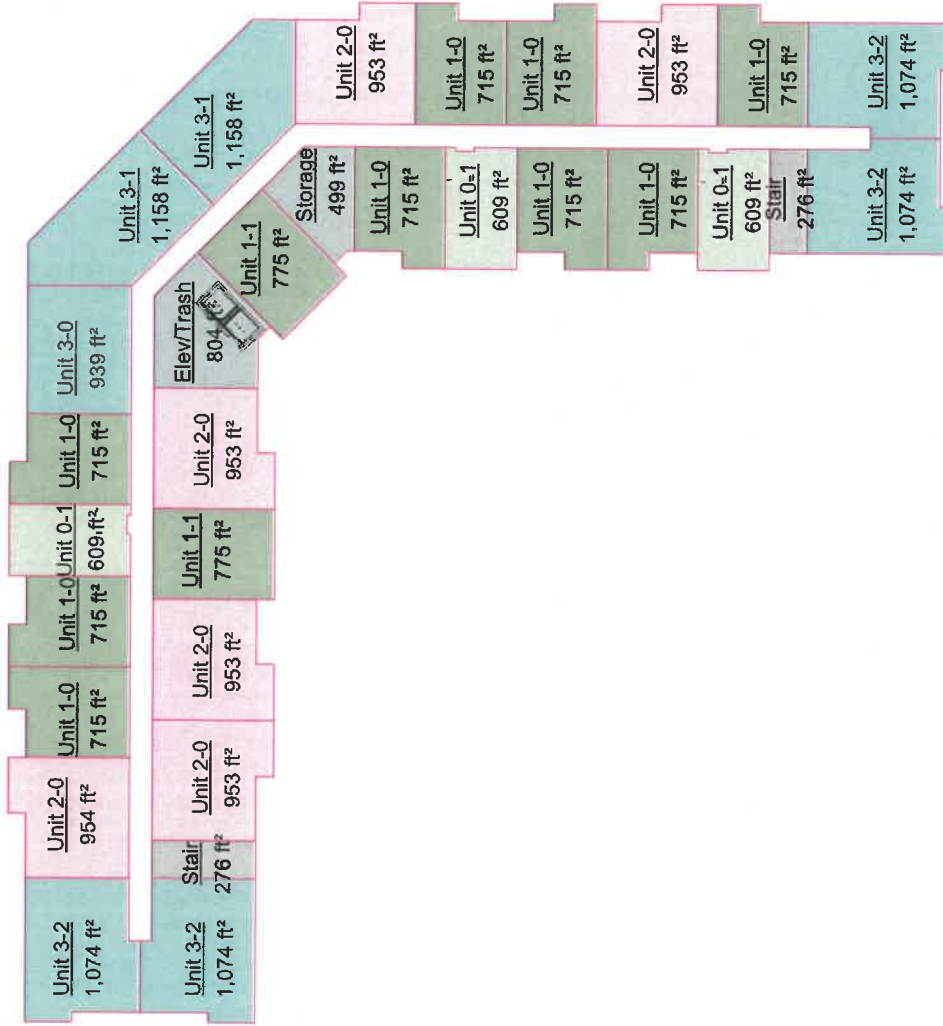
- 1BR + Den
- 1BR/1BA
- 2BR/2BA
- Circulation
- Commons
- Stair
- Studio



① Level 1  
1/32" = 1'-0"

Schema 1 Legend

- 1BR + Den
- 1BR/1BA
- 2BR/2BA
- Circulation
- Commons
- Stair
- Studio



1 Level 2  
1/32" = 1'-0"





75-3150010  
75-3150011

PID# [redacted]  
No delinquent taxes and transfer entered: Certificate of  
Real Estate Value (A) Med ( ) Not Required  
CRV # 078268  
11-2, 2010

Laurie Engblom Carver County Auditor  
By [Signature] Deputy

Document No.  
**A 528125**

OFFICE OF THE  
COUNTY RECORDER  
CARVER COUNTY, MINNESOTA

Fee: \$46.00 Receipt#: RA 2010000096

Certified Recorded on 11/2/2010 at 03:17  AM  PM



[Signature]  
Mark Lundgren  
County Recorder

(Top 3 inches Reserved for Recording Data)

LIMITED WARRANTY DEED  
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks  
Form 10.29 (2006)

DEED TAX DUE: \$ 2,343.00

DATE: November 1, 2010  
~~October~~  
(month/day/year)

FOR VALUABLE CONSIDERATION, Lakeland Construction Finance, LLC, a limited liability company under the laws of Minnesota, ("Grantor"), hereby conveys and quitclaims to Carver County Community Development Agency, a public body corporate and politic under the laws of Minnesota, ("Grantee"), real property in Carver County, Minnesota, legally described as follows:

Lot 1, Block 1, Interlaken 4th Addition, Carver County, Minnesota; and  
[redacted]

Deed Tax of \$ 2,343.00  
paid on 11-2-10 (Date)  
Conservation Fee Paid  
Carver County Auditor

Check here if part or all of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT:

None.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

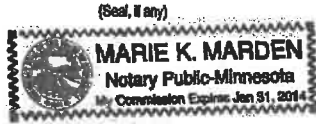
Grantor  
Lakeland Construction Finance, LLC  
By: [Signature]  
Richard [unclear]  
Its: Vice President

507 142664 HB

Stewart Title of Minnesota, Inc.  
1700 West 82nd Street, Suite 100  
Bloomington, Minnesota 55431

State of Minnesota, County of DAKOTA

This instrument was acknowledged before me on ~~October~~ <sup>November 1</sup>, 2010 by Richard Lerew as Vice President of Lakeland Construction Finance, LLC, a Minnesota limited liability company, on behalf of said limited liability company.



*Marie K. Marden*  
(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: Jan 31, 2014  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
(print name and address)

Leonard, Street and Deinaud P.A. (BLP/ELM)  
150 South Fifth Street, Suite 2300  
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

(insert name and address of Grantee to whom tax statements should be sent)

Carver County CDA  
Chief Financial Officer  
705 N. Walnut Street  
Chaska, MN 55318

Connection

Newsfeed OneDrive Sites Nick Koktavy  

Close

CDA Grant Agreement Trails Edge, Carver, Rehab			
Contract #	22-153	Contract Start Date	
External Parties	CARVER COUNTY CDA	Contract End Date	11/30/2026
Carver County Vendor #		Previous Related Contract #	
Originator	<input type="checkbox"/> Nick Koktavy	Contract State	Original
Division/Department	Public Services		
Type of Contract	Grant		
Type of Contract Explanation			
Fiscal Amount	\$5,000,000.00	Fiscal Terms	
Certificate of Insurance Required	No		
Quotes and Bids Obtained	No		
Approval Authority	Division, County Administrator, County Board		
RBA Number			

Sub-recipient grant agreement with the Carver County CDA for seed money on Trail's Edge Senior, Carver Oaks Senior and Carver Place. In addition, rehab work on Watertown/Mayer Rural Development Properties and Bluff Creek. Presented to the County Board on November 16, 2021.

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Submit **In Process**

---

Submitter  Nick Koktavy

---

Submit Date 4/21/2022

---

Attorney **Approved**

---

Attorney Approval Date 4/25/2022

---

Attorney Approver  Patrick Conness

---

Risk **Approved**

---

Risk Approval Date 4/21/2022

---

Risk Approver  Sonja Wolter

---

Division **Approved**

---

Division Approver  Nick Koktavy

---

Division Approval Date 6/14/2022

**Grant Agreement**  
**Carver County Community Development Agency Equity-Focused Housing**  
**Projects**

<b>Carver County</b> 600 East 4 <sup>th</sup> Street Chaska, MN 55318  DUNS #:003265407	<b>Grant Program:</b> Coronavirus State and Local Fiscal Recovery Funds <b>Pass-through Entity:</b> US Treasury  <b>Grant Agreement:</b> Carver County Community Development Agency Equity-Focused Housing Projects.
<b>Grantee:</b> Carver County Community Development Agency 705 North Walnut Street Chaska, MN 55318  DUNS #:963493783	<b>Grant Agreement Terms:</b> Effective Date: 3/3/2021 Expiration Date: 11/30/2026.
<b>Grantee's Authorized Representative:</b> Julie Frick (952)448-7715	<b>Grant Agreement Amount:</b> Original Agreement: \$5,000,000.00 Matching Requirement: 0.00
<b>County Authorized Representative:</b> David Hemze (952)361-1526	<b>Federal Funding:</b> CFDA 21.027 <b>FAIN:</b> None Provided

THIS AGREEMENT, is made and entered into as of the 14 day of June, 2022, between the County of Carver (herein called "County") and the Carver County Community Development Agency (herein called "CDA").

**RECITALS**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses;

WHEREAS, under ARPA, federal fiscal recovery aid was made available for state and local governments through Coronavirus State and Local Fiscal Recover Funds (SLFRF);

WHEREAS, the County received SLFRF funds;

WHEREAS, on May 10, 2021, the Department of Treasury adopted the Interim Final Rule to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act;

WHEREAS, the interim final rules allow for building stronger communities through investments in housing where the pandemic resulted in disproportionate public health or economic outcomes to specific populations;

WHEREAS, on October 21, 2021 the CDA Board heard presentations on ARPA affordable housing projects and approved moving forward including executing agreements with the County on projects;

WHEREAS, on November 16, 2021 the CDA made a presentation to the County Board on ARPA affordable housing projects and the County Board approved moving forward including executing agreements with the County on projects;

WHEREAS, on January 6, 2022 the Department of Treasury issued Final Rule for State and Local Fiscal Recovery Funds Program to support the ongoing COVID response and enables local governments to meet immediate pandemic response needs and promote long-term recovery; and

WHEREAS, the County would like to distribute ARPA funds to the CDA through a sub-recipient grant relationship to provide affordable housing development to increase supply of affordable and high-quality living units within Carver County.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereafter contained, the parties agree as follows:

- 1) The Parties agree with all of the recitals set forth above, and agree to make each of the said recital part of this agreement.
- 2) The County agrees to distribute up to \$5,000,000.00 in ARPA funds to the CDA for the following projects:
  - a. Seed money towards:
    - i. Trail's Edge Senior: up to \$1,000,000 provided towards construction of a 76-unit affordable 55+ housing building including units for public housing. The project is located at 905 Airport Rd, in Waconia.
    - ii. Carver Oaks Senior: up to \$1,000,000 provided towards construction of a 43-unit affordable 55+ housing building including units for public housing. The project is located at 1591 Hartwell Drive in Carver.
    - iii. Carver Place: up to \$1,000,000 provided towards construction of 60 units of general occupancy affordable housing building including units for high priority homeless, people with disabilities and project-based voucher units. Project is located at 1591 Hartwell Drive in Carver.
  - b. Rehab work on:
    - i. Watertown/Mayer Rural Development Properties: up to \$1,800,000 towards rehabbing the rural development properties which serve households at or below 80% AMI. The three properties include 42 units.
    - ii. Bluff Creek: up to \$200,000 towards rehabbing the Bluff Creek property in Carver. This is an 18-unit property serving households at or below 80% AMI.
- 3) The CDA and their auditor will provide documentation and statistics to the County detailing how the projects identified in item 2 above meet the eligibility for ARPA funding. Furthermore, the documentation must identify how these projects will support populations disproportionately impacted by the pandemic. This document must be received and approved by the County's Property and Finance Director prior to distribution of funds.



- 4) The scopes of the projects and funding must match what was presented to the County Board on November 16, 2021. Any changes to the scope or funding must be approved by the County Board.
- 5) Funds for Trail's Edge Senior, Carver Oaks Senior, and Carver Place will be provided to the CDA once each project is fully funded, and a presentation on the project is made to the County Board.
- 6) Funds for the rehab work on the Watertown/Mayer Rural Development Properties and Bluff Creek will be provided after the work is complete and the CDA provides a written summary including the work completed and pictures of the improvements.
- 7) If the County determines that projects may not meet the ARPA deadlines or requirements, if the County determines that funds or projects are being mismanaged, or if the County determines that the projects are not being managed within the parameters presented to the County Board, the County reserves the right to obtain any unspent funds and stop the County's participation in the project.
- 8) Any remaining funds must be returned to the County once the project is complete. All County ARPA funds must be obligated by November 30<sup>th</sup>, 2024 and spent before November 30<sup>th</sup>, 2026. Any funds not spent by November 30<sup>th</sup>, 2026, must be returned to the County.
- 9) The CDA shall keep detailed records of the projects and funds and provide written report at least every 60 days updating the County on the progress. These written updates will be reviewed by the County Commissioners, County Administrator, Assistant County Administrator, and Property and Finance Director.
- 10) Pursuant to Minn. Stat. §16C.05, subd. 5, the CDA agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the CDA and involve transactions relating to this Agreement. CDA agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- 11) During the performance of this Agreement, the CDA and any of their contractors or sub-contractors agree to the following: No person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 12) This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Minnesota.
- 13) The Parties agree that the Carver County District Court shall have jurisdiction to enforce this Agreement.
- 14) This Agreement constitutes the entire agreement between the Parties, and neither the CDA nor the County is relying on any statements or promises by or on behalf of the other party, other than those statements or promises expressly stated in this Agreement.
- 15) The terms of this Agreement shall constitute a binding contract.
- 16) Each party shall bear its own costs, expenses, fees and disbursements occurred in enforcing this Agreement.

17) All CDA employees responsible for compliance shall obtain appropriate training in current grant administrative and compliance requirements.

18) Annual Audit.

a. Compliance with Single Audit Act. The CDA understands that these funds are subject to the requirements under the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart B-F..

b. Audit Disallowance. The CDA shall be liable for the entire amount for the audit adjustment attributed directly to the CDA's distribution.

19) No modification to this Agreement shall be valid or binding unless contained in a written instrument that is signed by each of the Parties.

20) This Agreement shall become effective upon execution by the CDA and by the County and the delivery of the fully signed Agreement to the CDA and to the County.

21) Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. It is understood and agreed that the County's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.

22) The persons signing this Agreement in their representative capacities represent and warrant that by signing this Agreement: It is their intent to bind their respective principals to the terms and conditions set forth herein; The persons signing in their representative capacity have been authorized to bind their respective principals to the terms stated herein; and it is the respective principals' intent to be bound.

IN AGREEMENT, the undersigned have each executed and entered into this Agreement on the day and year set forth below.

**CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY:**

Dated: \_\_\_\_\_, 2022

  
By: Julie Frick  
Executive Director

Dated: \_\_\_\_\_, 2022

  
By: Sarah Carlson  
CDA Board Chair

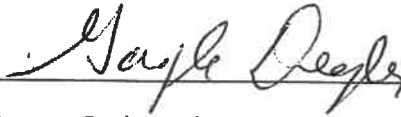
**COUNTY OF CARVER:**

Dated: 6-14, 2022

  
\_\_\_\_\_

By: David Hemze  
County Administrator

Dated: 6-14, 2022

  
\_\_\_\_\_

By: Gayle Degler  
County Board Chair

**CITY OF WACONIA  
RESOLUTION NO. 2023-120**

**RESOLUTION APPROVING CARVER COUNTY CDA COMMUNITY GROWTH  
PARTNERSHIP INITIATIVE GRANT APPLICATION**

**WHEREAS**, the City of Waconia has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

**WHEREAS**, the City has established a Redevelopment Plan of which the proposed project is a component; and **OR WHEREAS**, the City has identified a project that will create living wage jobs; and

**WHEREAS**, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative predevelopment program guidelines; and

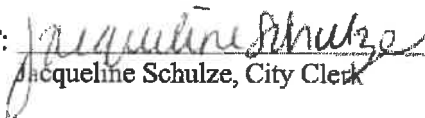
**WHEREAS**, the City has the legal authority to apply for financial assistance; and

**WHEREAS**, the City is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

**NOW THEREFORE BE IT RESOLVED** that the City of Waconia approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

**BE IT FURTHER RESOLVED** that if the application is approved by the Carver County CDA, the City Administrator, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

  
\_\_\_\_\_  
Nicole Waldron, Mayor

ATTEST:   
\_\_\_\_\_  
Jacqueline Schulze, City Clerk

# Community Growth Partnership Initiative 2023 Community Development Grant Application

**Project name:** Sovereign Estate New Tasting Room Kitchen and Bathroom Building Phase 1

**Applicant:** Teresa J Savaryn

**Contact name:** Teresa J Savaryn

**Contact email and phone:** [terri@sovereignstatewine.com](mailto:terri@sovereignstatewine.com)

**Authorized official for contract execution (name and title):**

Teresa J Savaryn, Owner

Whistlepost LLC

## **Project Summary**

Sovereign Estate Winery has been opened to the public since 2011. The Conditional Use Permit granted permission to erect a tasting room and kitchen facility. See Attached.

The current tasting room is located in what was an existing 10,000 sq ft pole barn before the business started. That building is primarily used for wine production and wine storage with a small kitchen and tasting room. The winery is experiencing steady growth in business and our customer service space is now too small. We need more dedicated bathrooms and a larger kitchen and tasting rooms. We need expanded production area to produce more wine.

It is now our intention to construct a new separate wine tasting and retail shop adjacent to the pavilion. The kitchen and bathroom building are Phase 1. An adjoining building for the new tasting room and wine shop would be Phase 2. These buildings will be located on our farm to the west of the seasonal pavilion and will shift the public service from the current building to allow for the expansion of production.

We are planning the construction in two phases. The first phase is a 1600 sq ft building that will be used as a full service catering kitchen and increased bathroom facilities near the pavilion. The existing pavilion bathroom facilities are temporary trailers and porta - johns. Prior to the COVID pandemic, the county requested we build this permanent structure as soon as possible . The new Kitchen Bathroom building will have a full foundation for storage of wine and food products. Occupation of this first phase would be desired immediately following construction to help with the operations in the summer season.

### 1. Request Details

1a. Request Amount: \$100,000

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- Acquisition    Utilities    Sidewalks/Trails    Lighting    Site Work
- Demolition    Landscaping    Roadways    Stormwater    Streetscaping    Soil
- Remediation    Environmental cleanup    Parking    Relocation
- X Other (list)

### 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>	<i>July 1, 2023</i>	
Market/feasibility study		Not Applicable
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)		Not Applicable
Environmental approvals		Not Applicable
Construction bids		Not Applicable
Permits		Not Applicable
Site control		Not Applicable
Financial closing		Not Applicable
Clean up/demolition		Not Applicable
Begin construction		Not Applicable
Project completion		Not Applicable
<i>Project Funding Sources</i>		
First mortgage		
General partner cash/other equity		\$ 50,000
Syndication proceeds		

Deferred loans		\$300,000
TIF		
Sales tax/energy rebates	Xcel	\$5000
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI		
City		
Other:		
Other:		

2a. Total development cost: Percentage of funds committed: Estimate \$400,000 +

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

### 3. Project Details

3a. Site address(es) 9950 North Shore Road, Waconia MN 55387 Waconia Township

3b. Site size 1 acre

3c. Number of parcels 1

3d. Parcel ID(s): 09.0010500

### Housing

3e. Are there any existing housing units on the site: Yes No YES

If so, how many? 1 residential farm homestead

Are any of the units vacant? Yes No N/A 3f. Are any of the existing units

affordable? Yes No NO

**3g. Housing Units** *(Indicate the number of housing units planned in the project)*

	Total Units	New Units	Retained Units	Owner Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								
Apartments/ Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability? Yes No 3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)?

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

Yes No

**Commercial**

3l. Are there existing commercial buildings on the site: Yes No If so, how many? Are any of the units vacant? Yes No N/A



**3m. Commercial square footage** (Indicate the square footage and jobs planned for the project)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages $\geq$ \$17/hour
Retail/commercial	5600	1600	none			10+
Industrial						
Office						
Other (Specify)						

**3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.**

Women Business Enterprises (WBE)

## 4. Project Costs

4a. Current taxable market value of the site: [See Attached](#)

4b. Anticipated taxable market value after redevelopment: ?

4c. Development costs

Acquisition cost: Total development cost: Approximately \$400,000

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition	0	
Utilities		
Sidewalks/Trails		
Lighting		
Site Work		
Demolition		
Landscaping		
Roadways		

Stormwater		
Streetscaping		
Soil Remediation		
Environmental cleanup		
Parking		
Other	Building fees	100,000
Other		

## 5. Narrative

5a. Describe how this project fits into the townships goals and the Redevelopment Plan, its public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

Citation: Paragraph 15 2010 CUP PZ20100820

"The Waconia Township Board has no issue with the plan to operate a winery/retail shop as described. The Board also noted that it supports local agriculture and business,"

Sovereign Estate Winery has clearly added to the aesthetic and desirable community benefit of Waconia Township. The Marquette pavilion serves as a gathering space for many civic and community events. In the face of the ever expanding housing development in the Waconia area, Sovereign preserves agricultural land and farming values to this rural community. Winner of the Family Farmers of Carver county in 2023 our wine production has increased to a serious business. The wines produced at Sovereign Estate are on a par with nationally recognized brands and we are pioneers and leaders of the Minnesota Farm Winery industry.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment.

The 50 acre farm has been used as a large production dairy farm, and hobby farm in the past. The vineyards planted now will be productive for 40 years. Sustainable farming practices have an ongoing positive impact on the environment.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

The winery is located directly off the Dakota Trail bike path. It sees hundreds of cyclists during the summer season. We provide bathrooms and water to the community. Our food demands have increased significantly and the public has enjoyed the outdoor spaces especially since the COVID pandemic.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soil, hazardous waste or other elements? If so, describe the type of clean up.

NO, our septic system was seized and approved in anticipation of this expansion in 2018.

5e. Describe how the project is maximizing the potential of the site.

Our lake view is unparalleled. We are preserving green space for the increasing population of the Lake Waconia recreational area. The customer gatherings and experiences are priceless. We get thanked everyday for providing this space for our guests.

**5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.**

NO

**5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.**

The funds available for this project from Carver County make us partners in community development. We are offering the public a destination that many tourists travel far and wide to find. Tourism dollars will flow in Carver County from the wineries. We are constantly asked where our guests can find accommodations to stay longer in the area.

This grant will make budget projections of this 1st phase manageable to repay supplemental loans with the expected increase in sales from an expanded kitchen.

## Attachments

1. City Resolution (sample is attached and must contain all provisions listed) **Included**
2. Location map **Included**
3. Site plan and elevations (if available) **Included**
4. Existing conditions photos **Included**
5. Redevelopment plan (if it is a redevelopment project)
6. Relocation plan (if applicable)
7. Copies of any funding commitments **Included**
8. Evidence of site control
9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.

# Community Growth Partnership Initiative 2023 Community Development Grant Application

WHEREAS, the Township of Waconia has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program’s purpose and criteria; and

WHEREAS, the Township has established a Redevelopment Plan of which the proposed project is a component; and OR WHEREAS, the City has identified a project that will create living wage jobs; and

WHEREAS, the Township has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative pre development program guidelines; and

WHEREAS, the Township has the legal authority to apply for financial assistance; and

WHEREAS, the Township is supportive of affordable housing and of the CDA’s mission to improve the lives of Carver County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the Township of Waconia approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

BE IT FURTHER RESOLVED that if the application is approved by the Carver County CDA, \_\_\_\_\_, the \_\_\_\_\_, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**COUNTY OF CARVER  
BOARD OF COMMISSIONERS**

**AN ORDER FINDING CERTAIN FACTS AND ORDERING  
THE ISSUANCE OF A CONDITIONAL USE PERMIT**

**DATE:** November 2, 2010

**ORDER #:** PZ20100020

**FILE #:** PZ20100020

**APPLICANT:** Paul Savaryn

**OWNER:** Paul & Teresa Savaryn

**SITE ADDRESS:** 9950 North Shore Road, Waconia

**PERMIT TYPE:** Farm Related/Large Scale Activity Business

**PURSUANT TO:** County Code, Section 152.079 C2 & 152.080 C7

**LEGAL DESCRIPTION:** See attached Exhibit "A"

**PARCEL #:** 09-001-0500

A public hearing was held on this matter on October 19, 2010, by the Carver County Planning Commission, and the recommendation of the Planning Commission was duly considered in the issuance of this order.

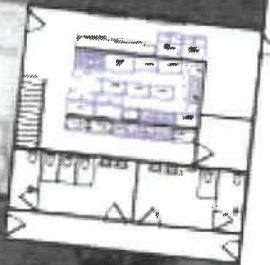
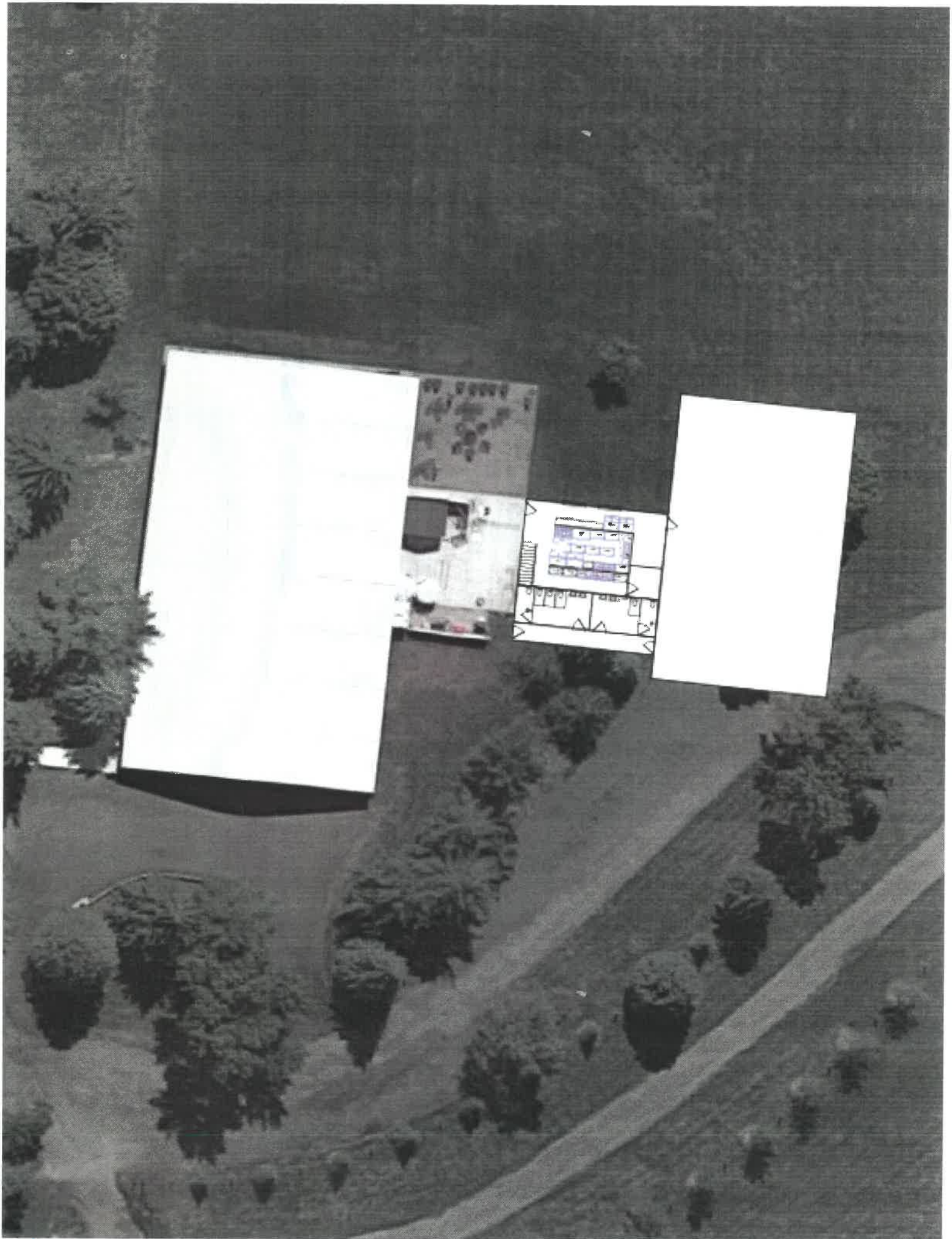
**FINDINGS OF FACT**

1. Paul & Teresa Savaryn own approximately 50 acres located in the North Half (N½) of Section 1, Waconia Township. The property is improved with a house with attached garage, several agricultural type structures and an existing personal storage accessory structure which is utilized not only for personal storage (CU-PZ20080006), but also a photography studio and wine process facility. The site is located in the Agriculture Zoning District, Shoreland Overlay District of Lake Waconia, and the CCWRMA – Carver Creek Watershed.
2. The applicant is requesting a Conditional Use Permit (CUP) to operate a vineyard/winery which will include growing grapes and winery operations (production and sales). According to the applicant, the "Sovereign Estate Vineyard" growing operational area encompasses approximately four (4) acres. It is anticipated that the vineyard of grapes was planted with the intention of producing wine this fall and selling wine in spring 2011.
3. The request is for a CUP to operate a farm related business/large scale activity pursuant to Section 152.079 and 152.080 of the Carver County Zoning Code.
4. The Sovereign Vineyard/Winery Plan consists of the submitted operational plan and site plan. The current land use request would allow for the construction of a sales room and wine tasting shop. The shop will have retail sales of wine produced on the premises and ancillary sales of items and gifts related to the wine and agro-tourism business. Future expansion would include a staging kitchen for caterers and medium establishment level licensing for food sales as per MN Department of Health (MDH) regulations. Adjacent to the retail sales facility the applicant is proposing an open-sided framed pavilion (or tent) for seasonal events related to the winery. The special event activities would include private parties (such as family reunions, corporate events or weddings). The applicant would like to be able to accommodate up to 300 guests.
5. The proposed operations would meet the requirements of Section 152.079 and 152.080 of the Zoning Code, provided as long as the existing and proposed buildings are suitable for public use as per the MN State Building Code. A building permit has been issued, but not finalized for the commercial/ag building & winery. A County Building Official will need to conduct inspections of the existing structures in order to finalize any open permits. All existing and/or new structures in which public activities will take place must meet MN State Building Code.

PID #09-001-0500





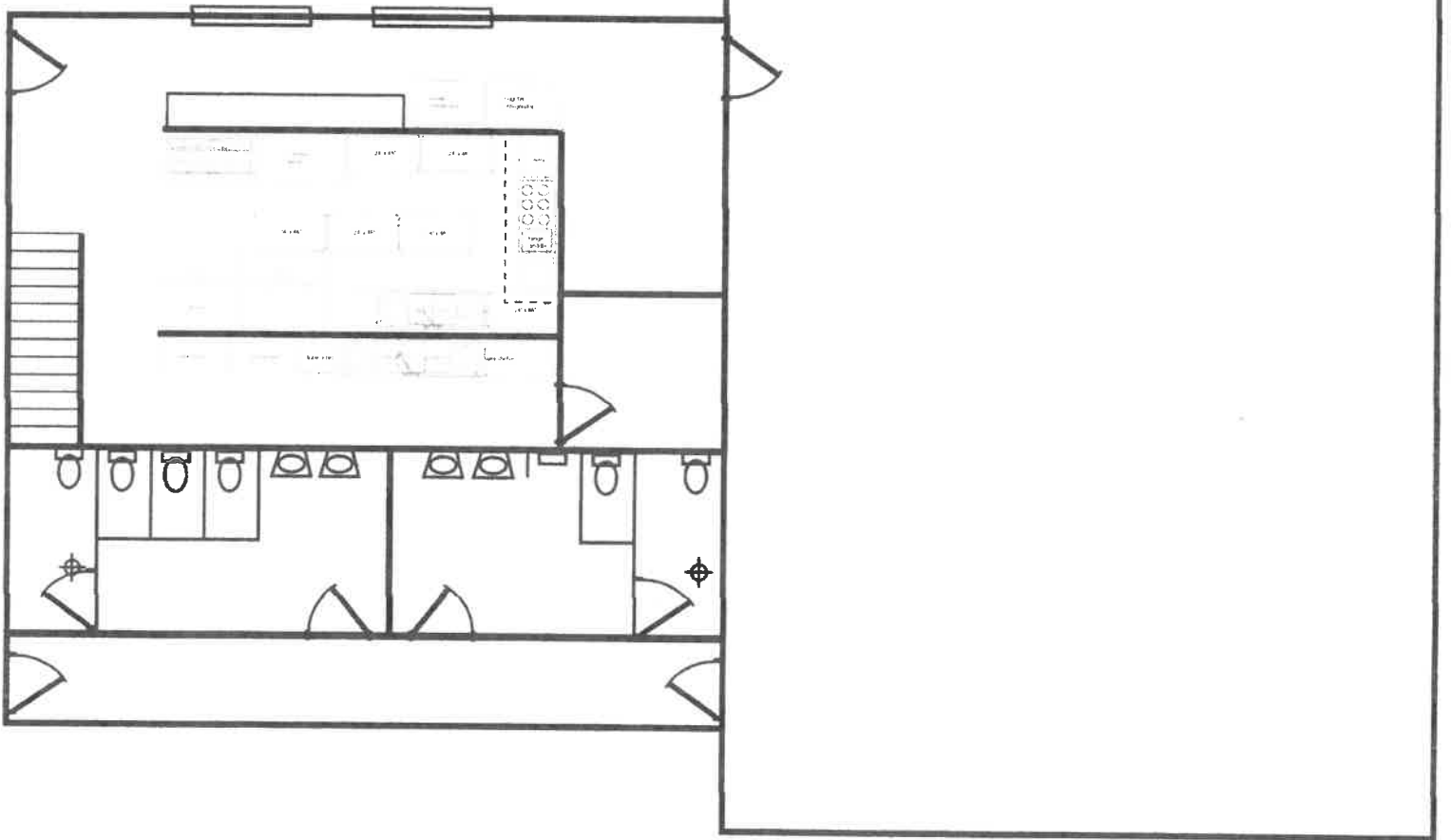


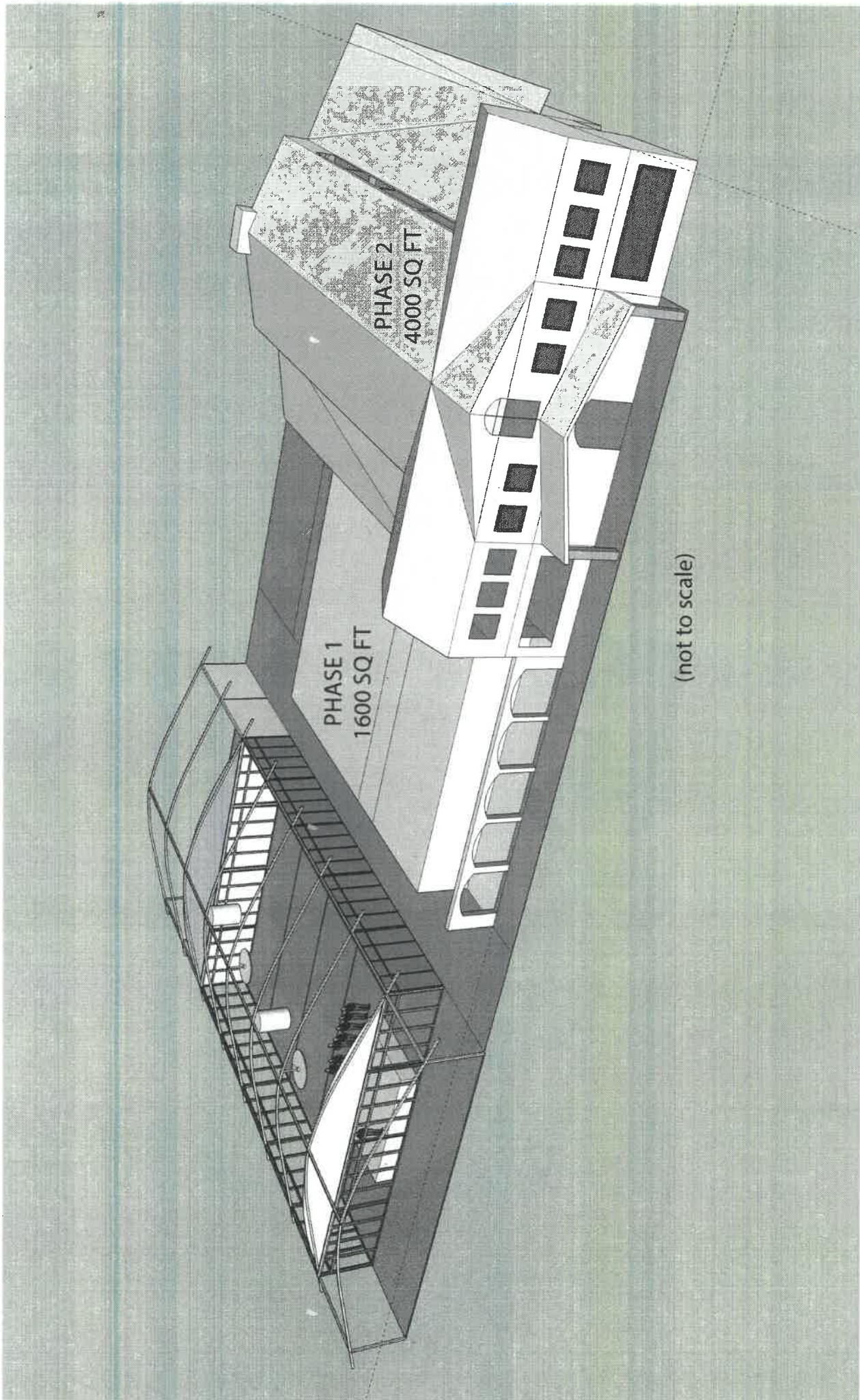
## Phase 2

Tasting Room & Wine Store  
4000 sq. ft.

## Phase 1

Kitchen & Restrooms  
1600 sq. ft.







26717 Hwy 27  
PO Box 219  
Pierz, MN 56364  
320-468-0366  
[www.unitybanking.com](http://www.unitybanking.com)

May 22, 2023

Whistle Post LLC  
9950 North Shore Rd  
Waconia, MN 55387

To Whom it May Concern,

Theresa Savaryn with Sovereign Estate Winery has explained with detail the opportunity to expand their business. The kitchen and bathroom expansion along with future plans to expand a wine tasting room is a great opportunity for this business. Based on history and growth with this company, Unity Bank anticipates to lend up to \$300,000 on phase one of expansion.

If you have any questions, feel free to me at 320-468-0366.

Sincerely,

*Anna Schutz, VP*

Anna Schutz  
Vice President  
[aschutz@unitybanking.com](mailto:aschutz@unitybanking.com)  
Phone: 320-468-3066

# CARVER COUNTY MINNESOTA

600 East 4th Street  
Chaska, MN 55318  
(952) 361-1910

## Parcel Detail

[Search Results](#)   [Change of Address](#)

[Print this Page](#)

### Carver County Parcel Information

Parcel ID	Status	Last Update
09.0010500	<b>Active</b>	5/22/2023 1:35:48 PM

**Current Owner:**  
SAVARYN PAUL J  
9950 NORTH SHORE RD  
WACONIA , MN 55387-9503

**Property Address:**  
9950 NORTH SHORE RD  
WACONIA MN 55387-9503

**TAG**  
0902 WACONIA T/CCWMO/110

**Lender:**

[Legal Description](#)

Section 01 Township 116 Range 025

### Carver County Tax Bills: Select tax year for installment detail

Tax Year	Original Tax	Paid to Date	Penalty/Fees Due	Interest Due	Total Due
2023	\$55,028.00	\$0.00	\$550.28	\$0.00	\$55,578.28
2022	\$52,072.00	\$52,072.00	\$0.00	\$0.00	\$0.00
2021	\$44,648.00	\$46,433.92	\$0.00	\$0.00	\$0.00
2020	\$42,758.00	\$44,468.32	\$0.00	\$0.00	\$0.00
2019	\$40,956.00	\$43,003.80	\$0.00	\$0.00	\$0.00
2018	\$39,332.00	\$41,456.96	\$0.00	\$0.00	\$0.00
2017	\$12,036.00	\$12,818.34	\$0.00	\$0.00	\$0.00
2016	\$11,842.00	\$12,670.94	\$0.00	\$0.00	\$0.00
2015	\$10,296.00	\$10,965.24	\$0.00	\$0.00	\$0.00
2014	\$10,684.00	\$11,325.04	\$0.00	\$0.00	\$0.00
2013	\$10,736.00	\$11,326.48	\$0.00	\$0.00	\$0.00
2012	\$9,100.00	\$9,705.75	\$0.00	\$0.00	\$0.00
2011	\$7,138.00	\$7,423.52	\$0.00	\$0.00	\$0.00
2010	\$6,548.00	\$6,905.41	\$0.00	\$0.00	\$0.00
<b>Total</b>					\$55,578.28

Online payments made from this site and will only be applied to the current year tax bill.

- The fee is 2.35% of the amount being paid with a minimum charge of \$1.20. The fees are retained by a third party payment processor.
- There is no fee if you pay with an E-check.

[Sign up for tax payment reminders](#)

[Online Payment Instructions](#)

[Property Tax Refund](#)

### Pay 2023 Tax Online

To make any payment other than full year, use partial option and enter amount.

Select a payment option:

- Total Due \$55,578.28  
 Partial

[ADD TO CART](#)

Payments will be applied to penalty first, if applicable.

**Cart: \$0.00**

### Property Information

- [GIS Parcel Map](#)
- [2023 Tax Statement](#)
- [2022 Tax Statement](#)
- [2021 Tax Statement](#)
- [2024 Valuation Notice](#)
- [2023 Proposed Notice](#)

# Community Growth Partnership Initiative 2023 Community Development Grant Application

WHEREAS, the Township of Waconia has identified a proposed project within the <sup>Township</sup> city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

WHEREAS, the Township has established a Redevelopment Plan of which the proposed project is a component; and OR WHEREAS, the City has identified a project that will create living wage jobs; and


WHEREAS, the Township has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative pre development program guidelines; and

WHEREAS, the Township has the legal authority to apply for financial assistance; and

WHEREAS, the Township is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the Township of Waconia approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

BE IT FURTHER RESOLVED that if the application is approved by the Carver County CDA, \_\_\_\_\_, the \_\_\_\_\_, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Signature  Date 5.24.23

Caveat: The township is concerned about the increase in traffic on North Shore Road. This has been an ongoing problem that should be addressed.

# Community Growth Partnership Initiative 2023

## Community Development Grant Application

Project name: Watertown Warehouses

Applicant: City of Watertown

Contact name: Jake Foster

Contact email and phone: [jfoster@watertownmn.gov](mailto:jfoster@watertownmn.gov) – 952-955-2690

Authorized official for contract execution (name and title): Jake Foster, Executive Director/City Administrator

### Project Summary

The site at 701-709 Jefferson Ave. SW has recently changed ownership. The new owner intends to further convert the existing building into a multi-tenant workspace. After the redevelopment is completed, there will be 25 individual spaces that will be leased to small to medium sized businesses that work in the light-industrial spaces. The new property owner envisions a wide variety of potential uses including, but not limited to: Plumbers, electricians, builders, repair shops, light manufacturing, wood working, etc. Each unit will be 1,000 sf or larger, with the largest being 20,000 sf and currently occupied by "Hooked on Classics" (HOC).

In order to make the proposed updates to the existing building(s), the developer has/will need to bring several items up to City standards. In addition to the interior improvements, the developer has, or will be, adding parking, addressing current parking issues and paving parking lots in the front and back of the building(s), addressing stormwater issues, building roadways around the site, and updating lighting, landscaping, and making some facade improvements.

The new owners are brothers and third generation developers. A number of the properties they owned were developed by their grandfather and father, and are still in their portfolios. That have successfully deployed this, "small space for small business" model in other communities, and firmly believe it will continue to be a success in Watertown. Furthermore, they intend to hire local contractors where they are able.

## 1. Request Details

1a. Request Amount:

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- Acquisition
- Lighting
- Landscaping
- Streetscaping
- Parking
- Other (list)
- Utilities
- Site Work
- Roadways
- Soil Remediation
- Relocation
- Sidewalks/Trails
- Demolition
- Stormwater
- Environmental cleanup

## 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study		Not Applicable
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)	Spring 2022	\$15,000
Environmental approvals	Spring 2022	Not Applicable
Construction bids		Not Applicable
Permits	Spring 2022	\$3,000
Site control	Spring 2022	Not Applicable
Financial closing	Fall 2021	\$3,000,000 (mortgage)
Clean up/demolition		Not Applicable
Begin construction	Spring 2022	Not Applicable
Project completion	2023	Not Applicable
<i>Project Funding Sources</i>		
First mortgage	11/24/21	\$3,000,000 (all parcels)
General partner cash/other equity	1/1/22	\$1,500,000
Syndication proceeds		
Deferred loans		
TIF		
Sales tax/energy rebates		



Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI		100,000 (2022)
City		
Other:		
Other:		

2a. Total development cost: \$5,000,000.00                      Percentage of funds committed: 95%

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

### 3. Project Details

3a. Site address(es) 709 Jefferson Ave SW, Watertown, MN

3b. Site size                      7 Acres

3c. Number of parcels 1

3d. Parcel ID(s): 850080100

#### Housing

3e. Are there any existing housing units on the site:                      Yes                      No

    If so, how many?

    Are any of the units vacant?                      Yes                      No                      N/A

3f. Are any of the existing units affordable? N/A                      Yes                      No

3g. Housing Units (*Indicate the number of housing units planned in the project*)

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								

Apartments/ Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability? N/A

3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)? N/A

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

N/A

## Commercial

3l. Are there existing commercial buildings on the site: Yes No If so, how many? 1  
 Are any of the units vacant? Yes No N/A

3m. Commercial square footage (Indicate the square footage and jobs planned for the project)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages ≥\$17/hour
Retail/commercial						
Industrial	67,520					30
Office						
Other (Specify)						

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

**Since development has begun, last fall, we have rented around 80% of the finished units. They are mainly service businesses; Hooked on Classics, a Fence company, plumbers, HVAC, water purification... etc. The rest of the units are used for temporary and long-term storage. As we continue to develop the building more businesses will fill the completed spaces. HOC is veteran owned and I believe a few other businesses have either veteran employees or are veteran owned.**

## 4. Project Costs

4a. Current taxable market value of the site: 1,200,000

4b. Anticipated taxable market value after redevelopment: 2,000,000 (specific to subject parcel)

4c. Development costs

Acquisition cost: \$1,500,000 Total development cost: 1,000,000

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition	\$1,500,000	
Utilities		
Sidewalks/Trails		
Lighting		
Site Work		
Demolition		
Landscaping	\$20,000	

Roadways	\$200,000	\$100,000
Stormwater	See Roadways	
Streetscaping		
Soil Remediation		
Environmental cleanup		
Parking	See Roadways	
Other		
Other		

## 5. Narrative

5a. Describe how this project fits into the city's goals and the Redevelopment Plan, its public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

This project provides an avenue for local small and medium sized businesses to grow, and creates/retains jobs within the community. Without this project, the City does not have leasable workspaces that can house light manufacturing jobs. The jobs will also offer an opportunity for residents to live and work in Watertown. Additionally, the increased property value will significantly support the City's tax base.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination, and other attempts at redevelopment.

This site was originally used as a tackle box manufacturing plant, and eventually sold to Hooked on Classics. The previous owners neglected any maintenance or bringing the building up to City standards. They relied heavily on being "grandfathered in" on many of these standards, and avoided any improvements to continue to hold these statuses and be legal-nonconforming properties. As part of the proposed project, the new owner will be improving the property to meet all City standards.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

This project creates a significant opportunity to house businesses with a great variety of mixed uses. It creates a location for residents to live and work in Watertown, and an opportunity to grow local small and medium-sized businesses. The developer has also volunteered his parking lot to serve as overflow parking when there are games/events at the adjacent Highland Park. His project would provide better, paved, parking for those instances.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soil, hazardous waste or other elements? If so, describe the type of clean up.

N/A

5e. Describe how the project is maximizing the potential of the site.

This project is maximizing the current building by improving/modernizing each unit, increasing access to each unit (installing garage doors, service doors, and improving lighting and parking). This building was only 20%

occupied when it was purchased. Due to the improvements the developer has made this far, it is now approximately 80% occupied. This project is better utilizing the existing building. Furthermore, Mr. Smith purchased the immediately adjacent properties and has plans to develop the remaining buildable land. The long-term plan is anticipated to include additional commercial development and housing.

5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.

No.

5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

Due to the sheer size of this project, the costs are also very large. The site is now generating revenue for the developer, but there are still significant costs that remain. The 2023 CGPI funds will allow the developer to continue upgrading the site at a much faster rate, rather than having to wait for lease revenue to reinvest in the site.

## Attachments

1. City Resolution (sample is attached and must contain all provisions listed)
2. Location map
3. Site plan and elevations (if available)
4. Existing conditions photos
5. Redevelopment plan (if it is a redevelopment project)
6. Relocation plan (if applicable)

7. Copies of any funding commitments
8. Evidence of site control
9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.

**CITY OF WATERTOWN  
ECONOMIC DEVELOPMENT AUTHORITY  
RESOLUTION NO. 2023-03EDA**

**A RESOLUTION APPLICATION FOR COMMUNITY GROWTH PARTNERSHIP  
INITIATIVE GRANT PROGRAM**

**WHEREAS**, the City of Watertown Economic Development Authority (“the EDA”) has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program’s purpose and criteria; and

**WHEREAS**, the EDA has identified a project from Jefferson Avenue, LLC, that will create living wage jobs; and

**WHEREAS**, the EDA has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative program guidelines; and


**WHEREAS**, the EDA has the legal authority to apply for financial assistance; and


**WHEREAS**, the EDA is supportive of affordable housing and of the CDA’s mission to improve the lives of Carver County residents through affordable housing and community development.

**NOW THEREFORE BE IT RESOLVED** that the City of Watertown Economic Development Authority approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

**BE IT FURTHER RESOLVED** that if the application is approved by the Carver County CDA, Jake Foster, the EDA Executive Director, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

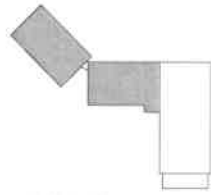
Adopted by the Economic Development Authority of the City of Watertown this 25th day of May 2023.

  
\_\_\_\_\_  
Ken Grotbo, President

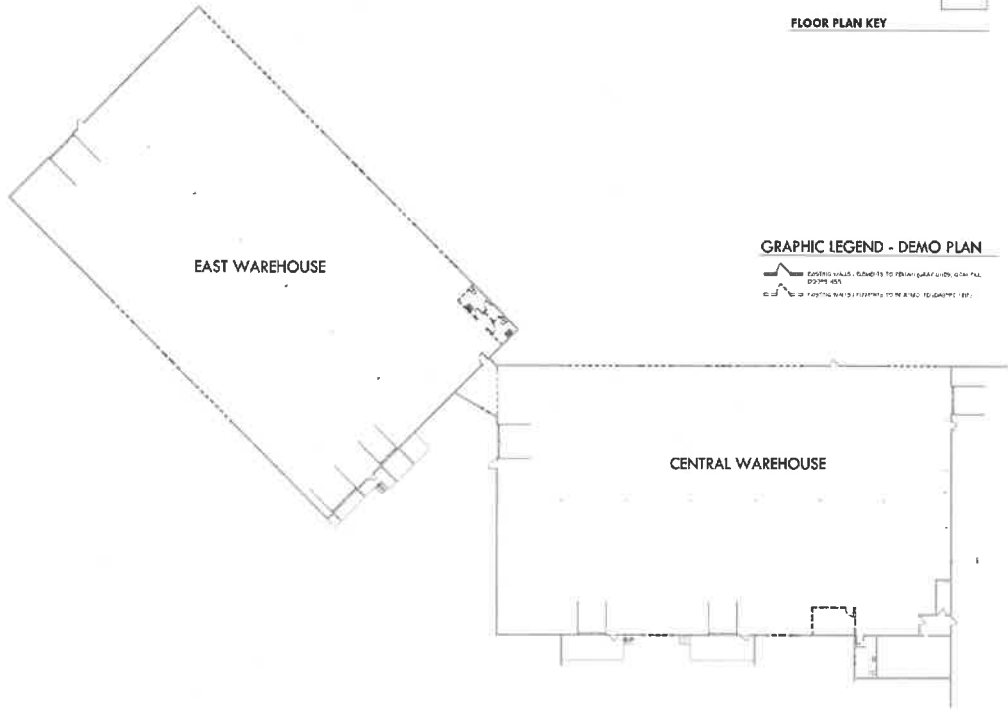
ATTEST:   
\_\_\_\_\_  
Margaret Reisdorf, Secretary







FLOOR PLAN KEY



**GRAPHIC LEGEND - DEMO PLAN**

- EXISTING WALLS - SUBJECT TO REVIEW AGAINST THE FULL DOWNSIDE
- AREA TO BE DEMOLISHED - REFER TO THE GRAPHIC LEGEND

**PRELIMINARY**  
**DRAWINGS**  
 - NOT FOR CONSTRUCTION

**ISSUES / REVISIONS**

NO.	DATE	DESCRIPTION

**EXISTING CONDITIONS**  
 VERIFY ALL EXISTING CONSTRUCTION CONDITIONS, UTILITIES AND CONDITIONS BEFORE EXISTING AND CONSTRUCTION. VERIFY ALL DIMENSIONS WITH THE ARCHITECT. EXISTING AND CONSTRUCTION AS SHOWN.

**WATERTOWN WAREHOUSE RENOVATION**  
 701-709 Jefferson Ave.,  
 Watertown, MA 02158

DATE: 11/20/2013  
 DRAWING NO.: 620-00  
 DEMOLITION FLOOR PLAN

**1 FIRST FLOOR DEMOLITION PLAN**  
 1/16" = 1'-0"

**AD201**

11/20/2013 8:05:13 AM



**PRELIMINARY**  
**DRAWINGS**  
 - NOT FOR CONSTRUCTION

ISSUES	REVISIONS

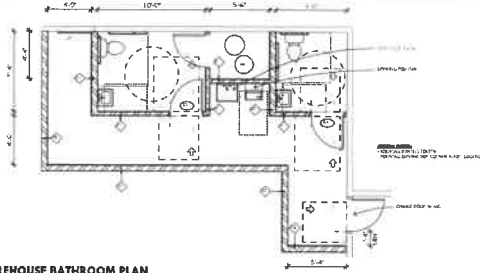
**EXISTING CONDITIONS**  
 VERIFY ALL EXISTING CONSTRUCTION DIMENSIONS, ELEVATIONS AND CONDITIONS BEFORE EXISTING ANY CONSTRUCTION. REVIEW ANY DISCREPANCIES WITH THE APPLICABLE LOCAL PERMITS DEPARTMENT AS APPLICABLE.

**NO PREVIOUS UNAPPROVED CONSTRUCTION**  
 701.278 Jefferson Ave.  
 Vancouver, WA 98668

12/1/2021 9:10:10 AM  
 SITE PLAN

1 SITE PLAN  
 1" = 60'

**A101**

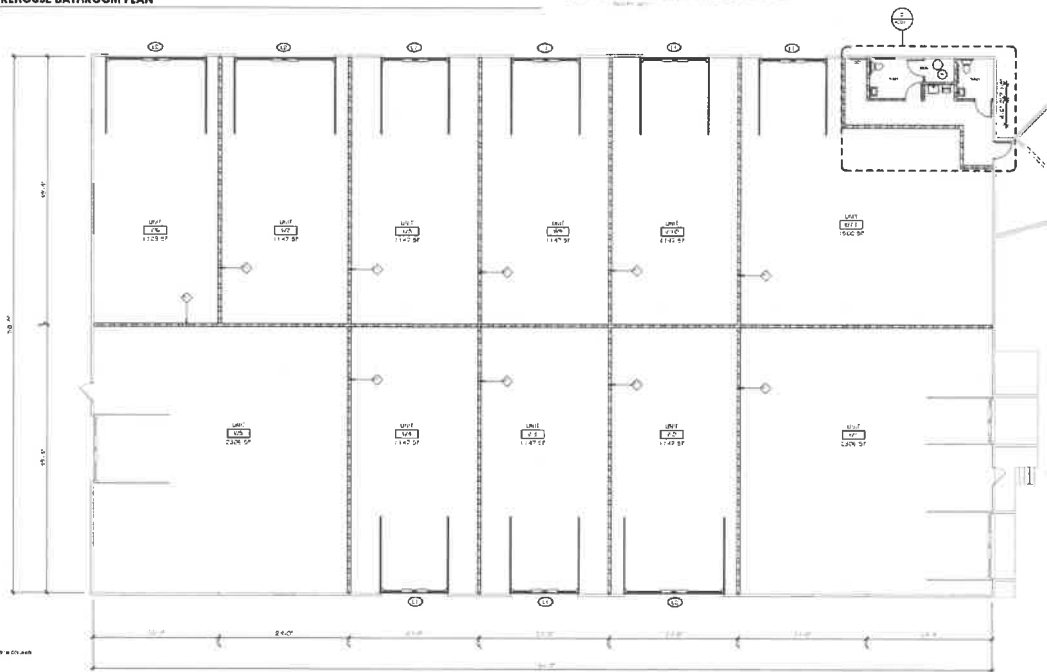


**2 WEST WAREHOUSE BATHROOM PLAN**  
 1/4" = 1'-0"

**GRAPHIC LEGEND - FLOOR PLAN**

- 100% WATER PROOFING TO ALL WALLS AND FLOOR SURFACES
- BLACK W/WHITE DASHED LINE
- EXISTING WALLS

**FLOOR PLAN KEY**



**1 WEST WAREHOUSE FLOOR PLAN**  
 1/8" = 1'-0"

**PRELIMINARY DRAWINGS**  
 NOT FOR CONSTRUCTION

**ISSUES / REVISIONS**

NO.	DATE	DESCRIPTION

**EXISTING CONDITIONS**

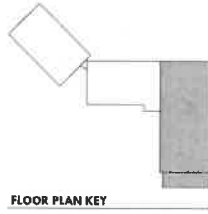
VERIFY ALL EXISTING CONSTRUCTION CONDITIONS BEFORE AND AFTER CONSTRUCTION. VERIFY ALL CONDITIONS WITH THE ARCHITECT AS SET AND CONSTRUCTION AS REQUIRED.

**WATERTOWN WASHHOUSES RENOVATION**

701-709 Jefferson Ave,  
 Watertown, MN 55388

6/25/2020  
 WEST BUILDING FLOOR PLAN

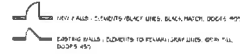




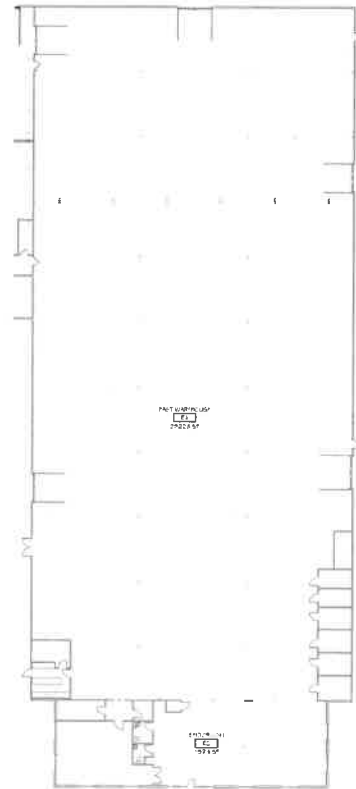
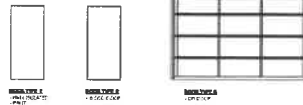
**WALL TYPES**

NO.	TYPE	FINISH	HT.	MT.	REMARKS
1	WOOD PARTITION	1/2" GYP BOARD OVER 1" X 4" STUDS @ 16" O.C. WITH 5/8" GYP BOARD OVER 1" X 4" STUDS @ 16" O.C.	8'-0"		
2	CONCRETE				
3	GLASS				

**GRAPHIC LEGEND - FLOOR PLAN**



NO.	DESCRIPTION	DOOR		THICKNESS	HT.	MT.	TYPE	FIN.	PARTITION	GLASS
		WTH	HT							
A1	ENTRY DOORS	3'-0"	8'-0"	1 1/2"	1	1	HW	HW		
B1	RESTROOMS	3'-0"	8'-0"	1 1/2"	2	1	HW	HW		
C1	OFFICE DOOR	12'-0"	12'-0"	2 1/2"	3	1	ALUM.			
C2	OFFICE DOOR	18'-0"	12'-0"	2 1/2"	3	1	ALUM.			



**PRELIMINARY DRAWINGS**  
 NOT FOR CONSTRUCTION

**ISSUES / REVISIONS**

**EXISTING CONDITIONS**  
 VERIFY ALL EXISTING CONSTRUCTION CONDITIONS, BEARING AND CONNECTIONS BEFORE EXISTING ANY CONCRETE, STEEL OR WOOD FRAMES WITH THE PROJECT. ASBESTOS CONSTRUCTION AS REQ. BY LA.

**WATERTOWN WAREHOUSES RENOVATION**

701.209 Jefferson Ave.  
 Watertown, MI 48098

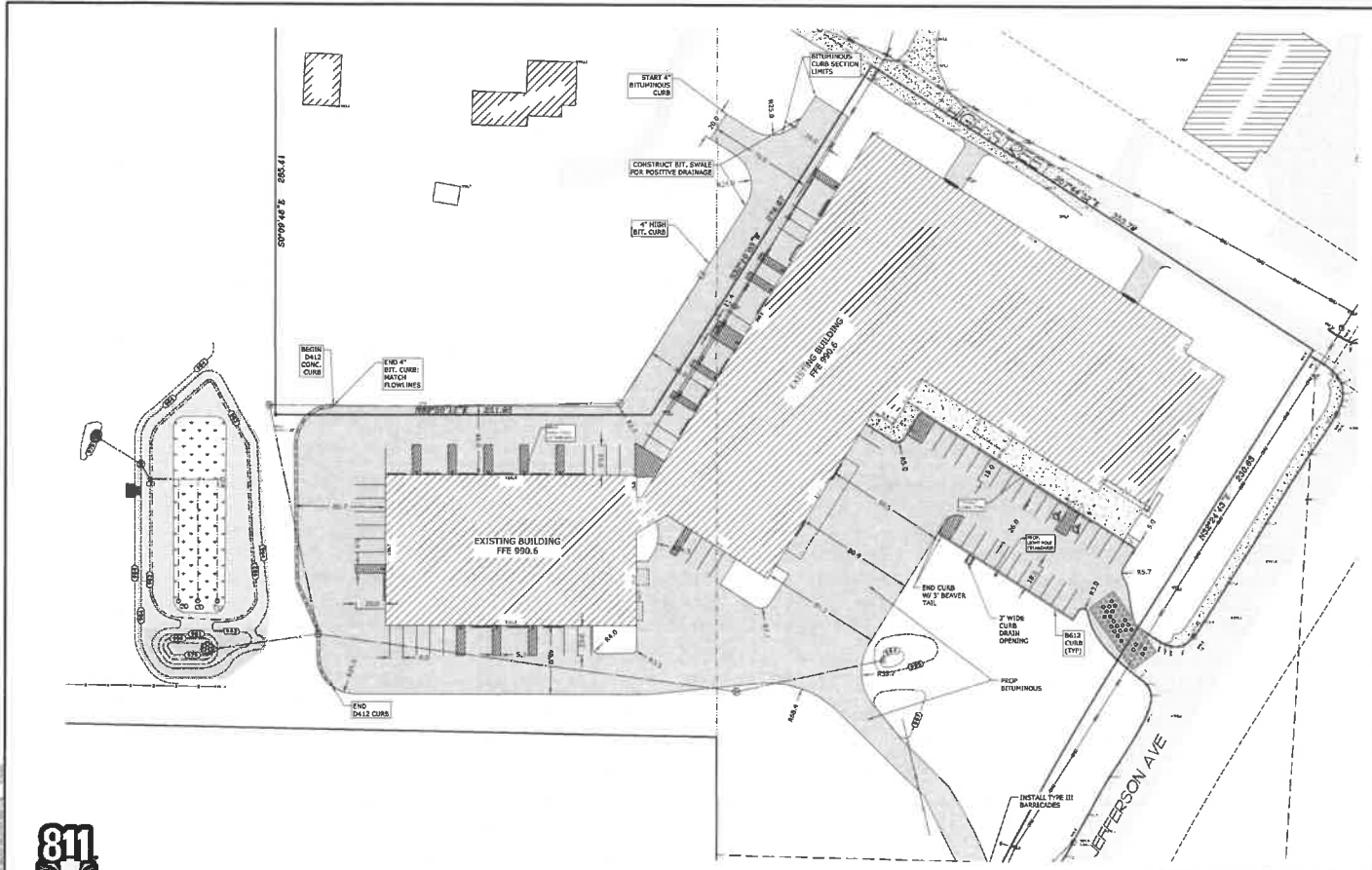
E.A.P. Project Number: 020-20  
 EAST BUILDING FLOOR PLAN

**A203**









Drawn By: D. GOWEN	Checked By: C. J. P.
City: M.D.A.	Project No.: 73-2018
Original Date: APRIL 18, 2022	
DATE: 8/20/2022	

PREPARED FOR:  
**PARKER SMITH**  
 CIVIL SITE PLAN

WATERWAY WAREHOUSE  
 WATERVILLE, MINNESOTA  
 CIVIL SITE PLAN

SITE PLANNING  
**PLOWE**  
 ENGINEERS, INC.

830 LAKE DRIVE  
 DEPT. 110  
 LONG BEACH, MN 55006  
 PHONE: (952) 461-4719  
 FAX: (952) 461-4791



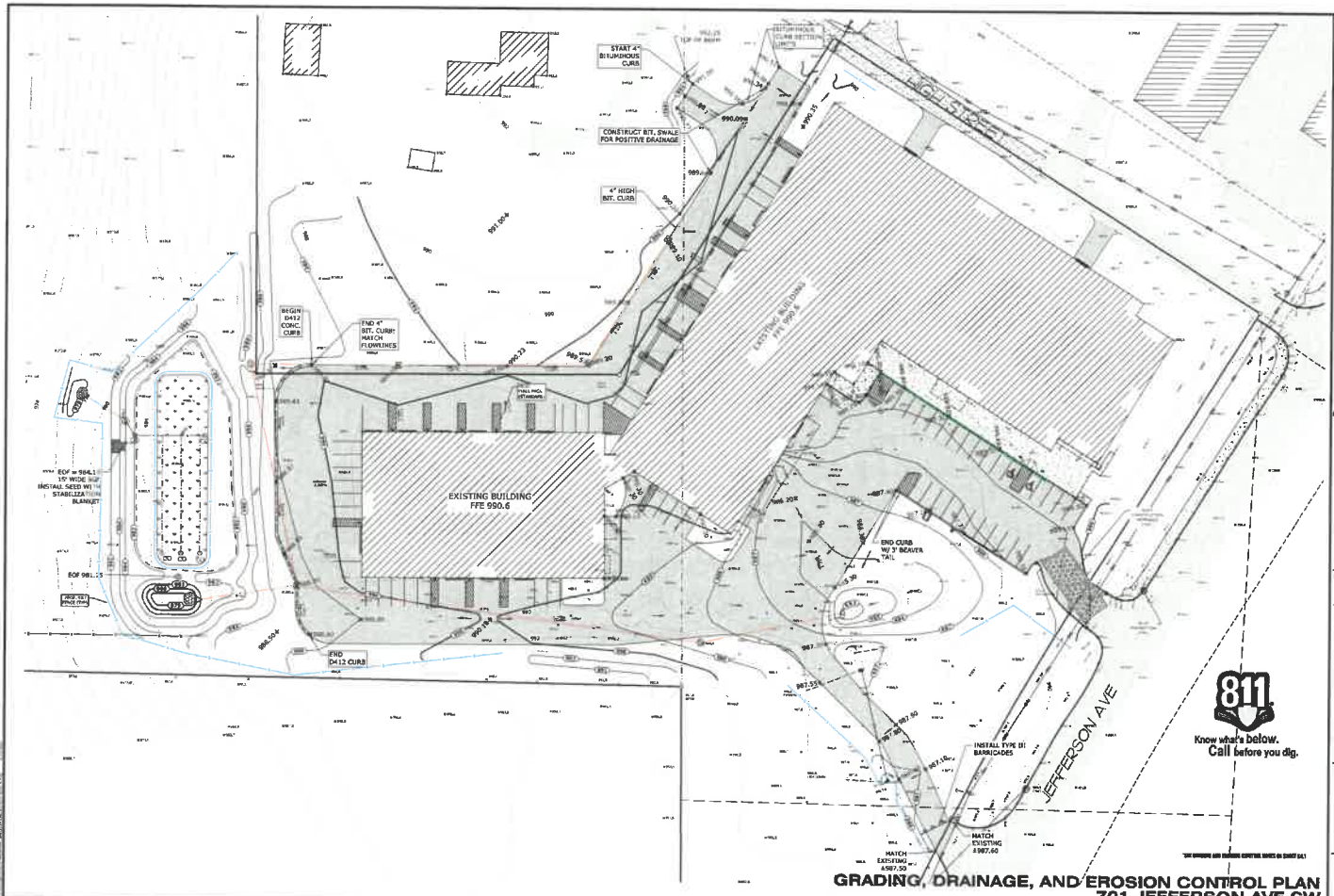
**811**  
 Know what's below.  
 Call before you dig.

BITUMINOUS PAVEMENT AREA = 71,873 SF (1.65 ACRES)

ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

**CIVIL SITE PLAN**  
**701 JEFFERSON AVE SW**

**C1**



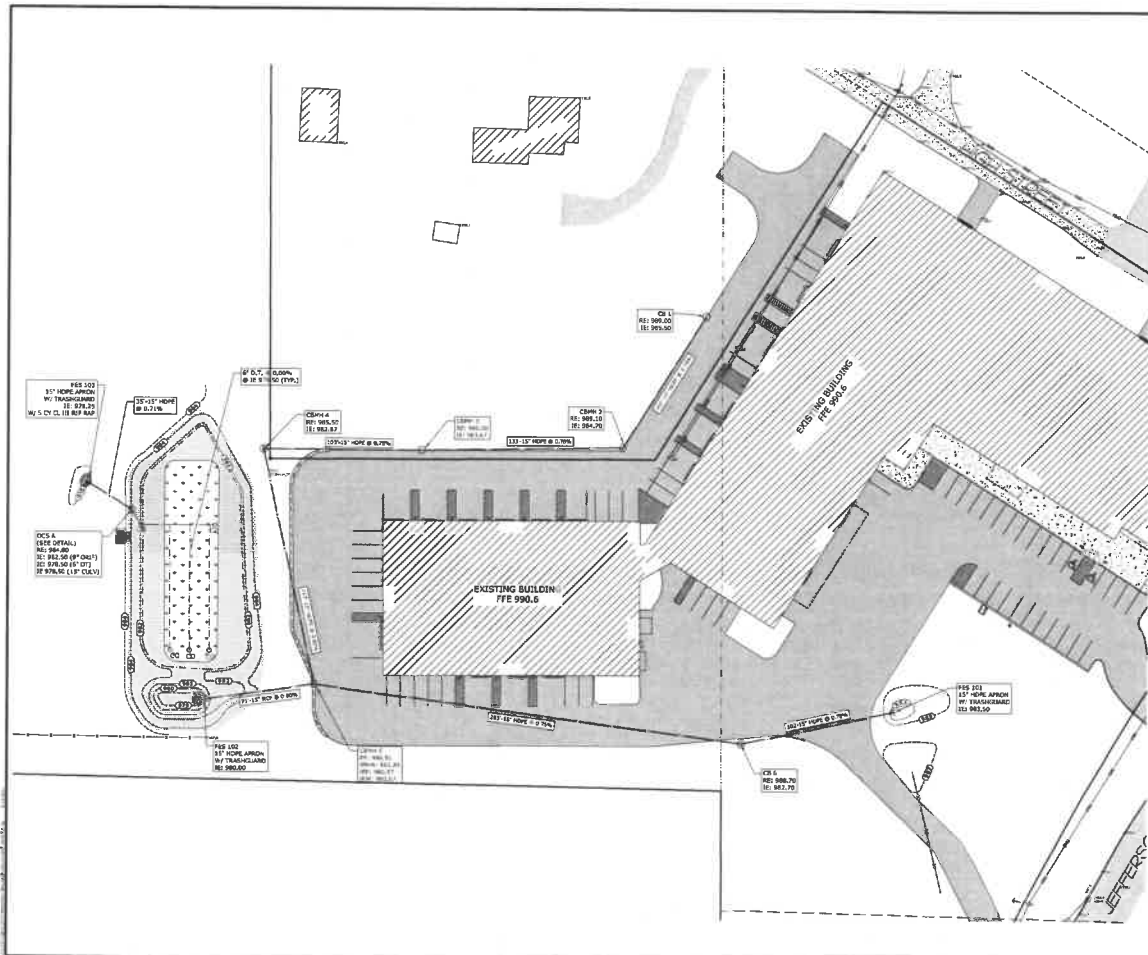
**GRADING, DRAINAGE, AND EROSION CONTROL PLAN**  
**701 JEFFERSON AVE SW**

DRAWN BY: U.S.A. CHECKED BY: M.G.A. ORIGINAL DATE: APRIL 18, 2022	DESIGNED BY: C.W.P. PREPARED BY: T.S.P. DATE: APRIL 18, 2022
PROJECT: 701 JEFFERSON AVE SW, SW CORNER OF 701 JEFFERSON AVE SW AND 701 JEFFERSON AVE SW, WASHINGTON, DC 20004	
PREPARED FOR: PARKER SMITH	
CONTRACTOR: WATERWORKS WAREHOUSE WATERWORKS WAREHOUSE GRADING, DRAINAGE, AND EROSION CONTROL PLAN	
SITE PLANNING & ENGINEERING <b>PLOWE ENGINEERS, INC.</b> 4215 LAKE DRIVE SUITE 100 WASHINGTON, DC 20004 PHONE: (301) 841-1100 FAX: (301) 841-1101	
NORTH 	
1" = 20' SCALE 	
<b>C2</b>	



Know what's below.  
 Call before you dig.

SEE PLAN FOR DIMENSIONS AND NOTES ON SHEET 811



**STORM SEWER NOTES**

FIELD VERIFY SIZE, MATERIAL, AND LOCATION OF EXISTING STORM SEWER AND ADJUST ENCASED BY ANY ENCOUNTERS PRIOR TO ANY INSTALLATION.

MANHOLE CALLED OUT AS MH. STORM SEWER SHALL BE 18" DIA. UNLESS OTHERWISE NOTED. ALL STORM SEWER SHALL BE 18" DIA. UNLESS OTHERWISE NOTED. ALL STORM SEWER SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.

STORM SEWER LOCATIONS INCLUDE THE LATERAL LENGTH OF THE FLARED-END SECTION. LATERAL LENGTH OF PIPES TO BE DETECTED REPAIRMENT OF EXISTING PIPE.

ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LOW MUST BE 18" DIA. IN ACCORDANCE WITH MINIMUMS. LABEL PIPE WITH LINES.

STORM SEWER PIPES TO BE ADDED TO THE EXISTING SYSTEM SHALL BE APPROVED BY THE CITY ENGINEER. ALL STORM SEWER SHALL BE 18" DIA. UNLESS OTHERWISE NOTED. STORM SEWER SHALL BE 18" DIA. UNLESS OTHERWISE NOTED. STORM SEWER SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.

Drawn by: C. BROWN  
 M.G.A. C.W.P.  
 Checked by: M. L. HARRIS  
 M.G.A. 22-2019  
 Original Date: JUNE 18, 2022

DATE: 06/18/2022

PROJECT: 701 JEFFERSON SW

DATE: 06/18/2022

WATERWORKS CONSULTANTS  
 UTILITY PLAN

PREPARED FOR:  
 PARKER SMITH

811 PLowing & Grading  
**PLOWE**  
 CONSULTING, INC.  
 878 LINDSAY DRIVE  
 SUITE 100  
 DUBLIN, OH 43017  
 PHONE: 614-885-1100  
 FAX: 614-885-1101

**811**  
 Know what's below.  
 Call before you dig.

**NORTH**

1" = 10'

UTILITY PLAN  
**701 JEFFERSON AVE SW**

**C3**









### LANDSCAPING NOTES

START AND/OR MARK ALL PLANTING LOCATIONS PRIOR TO INSTALLATION. OWNER TO APPROVE ALL LOCATIONS PRIOR TO INSTALLATION.

ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.

ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.

ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE.

ALL TREES MUST BE PLANTED, MULCHED, AND STAKED AS SHOWN IN THE DETAILS.

MULCH: SHRUBBED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER OR TERRIFICUS MATERIAL, IN ALL PLANTING BEDS AND FOR TREES UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. USE 4" FOR TREES, SHRUB BEDS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE SPECIFIED.

PLANTING SOIL: SHALL HAVE A pH RANGE OF 5.80 TO 6.80. SOIL SHALL BE DECONTAMINATED AND FREE OF STONES, AND OTHER DEBRIS. SOIL SHALL CONTAIN NO LESS THAN 5% ORGANIC MATTER AND 25% SAND. FOR PLANTING OF SHRUBS, PERENNIALS, AND ORNAMENTAL GRASS: A MINIMUM OF 4" OF TOPSOIL SHALL BE PLACED ON THE AFFECTED AREAS BEFORE INSTALLATION. FOR ESTABLISHMENT OF TREES: A MINIMUM OF 6" OF TOPSOIL SHALL BE PLACED ON THE AFFECTED AREAS BEFORE INSTALLATION OF 5000 OR SEED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.

PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE PRIMA LOAM CONTAINING A LIBERAL AMOUNT OF MANURE AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH HUNTS SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARMFUL SUBSOLS, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.2 AND 12-16 POUNDS FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED BY ROTOTILLING IT INTO THE TOP 12" OF SOIL.

MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE. INSPECTION HAS BEEN MADE, AND PLANTING IS ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RESISTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.

WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

WHERE IRRIGATION SYSTEMS ARE INSTALLED, SAID SYSTEMS SHALL HAVE WATER SENSOR DEVICES TO AVOID OVERWATERING AND TERRING DEVICES TO ENSURE IRRIGATION IS CONDUCTED DURING THE HOURS PERMITTED BY THE CITY WATER RESTRICTION REQUIREMENTS.

ALL DISTURBED AREAS TO BE TURF SEEDING, ARE TO RECEIVE 4" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAGE OF GRASS IS OBTAINED.

ALL WORK TO BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT TIME OF ACCEPTANCE BY OWNER. CONTRACTOR TO MAKE ALL REPLACEMENTS IN A TIMELY MANNER.

ALL MATERIALS SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR HURSBERRY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.

WHEN STARTING OR CUTTING OF TREES IS REQUIRED, IT SHALL OCCUR SO AS NOT TO CREATE ANY HAZARDS OR UNSIGHTLY OBSTACLES. ALL WRES SHALL BE ENCASED IN HOES TO PREVENT TREE DAMAGE.

THE CONTRACTOR SHALL PROVIDE ALL SOIL, SEED, MULCH AND FERTILIZER WHICH SHALL COMPLY WITH THE FOLLOWING UNIFORM SPECIFICATIONS AS REFERRED TO BELOW:

ITEM	UNIFORM SPECIFICATIONS/NOTES
SOIL	3673
SEED	3674
TURF	3675
TURF ESTABLISHMENT	3676
COMMERCIAL TURF	3677
RESIDENTIAL TURF	3678
TURF WORKERS	3679
SPRINGING TURF	3680
ROUNDERING TURF	3681
10 YEARS COVER	3682
25 YEARS COVER	3683
MULCH	3684
FERTILIZER	3685
WOOD SHED BRACKS	3686

\* FOR A MINIMUM OF ONE YEAR 3 WEEKS

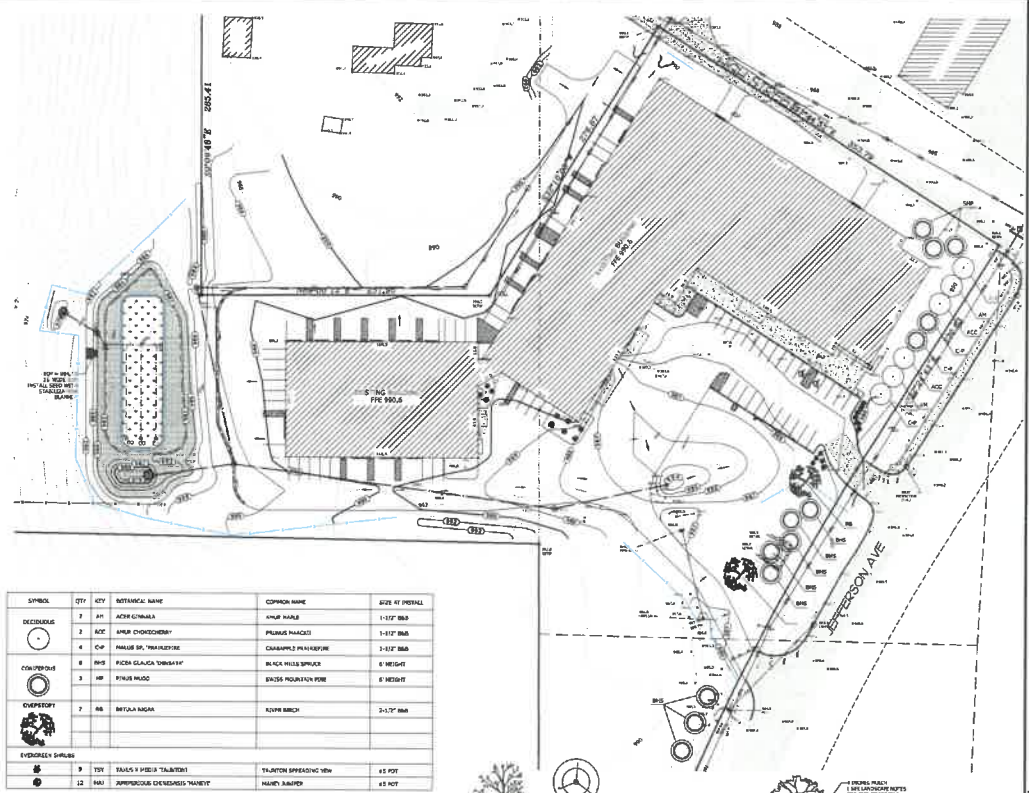
\*\* SEEDS WHICH SHALL BE EITHER MULCHED OR COVERED BY FIBROUS BLANKETS TO PREVENT SOIL LOSS AND LIGHT PENETRATION.

### PLANTING SUGGESTIONS

#### SIDE SLOPES

MAINTAIN PLANTINGS AND MULCHING TO BE FREE OF WEEDS, GRASSES AND OTHER ORGANIC MATERIALS. PLANTING SUGGESTIONS: BURNING WILLOW, BLACK CHERRYBERRY, BLACK WILLOW.

NOTE: (SEE DRAWING) THE SURFACE SHALL BE FREE OF WEEDS, GRASSES AND OTHER ORGANIC MATERIALS.



SYMBOL	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE @ DELIVERY
DECIDUOUS	7	1A1	JEON CHAMPAE	AMUR HAZEL	1-1/2" B&B
	2	1A2	AMOR CHONDROBITY	PLUMBER PLANTAIN	1-1/2" B&B
	4	1A3	FRAXUS OX. FRAXINOSTE	CHALKED FRAXINOSTE	1-1/2" B&B
CONIFEROUS	8	1B	PICEA GLAUCA VARIETY 'N'F	BLACK WILLOW PRUNE	8' HEIGHT
	3	1B1	PICEA MASONI	BRUCE MOUNTAIN PINE	8' HEIGHT
ORNAMENTAL	7	1A4	BETULA NANA	SMALL BIRCH	3-1/2" B&B
EVERGREEN SHRUBS	9	1B2	YUCCA F. MEDIA 'TALBERT'	YUCCA SPREADING YEW	45 POT
	12	1B3	JAPANESE CHERRYBERRY 'NAIVEY'	HUNTER BANNER	45 POT



### SHRUB & CONTAINER PLANTING DETAIL

NOT TO SCALE

### LANDSCAPE PLAN 701 JEFFERSON AVE SW

DESIGNED BY: [Firm Name]  
DRAWN BY: [Firm Name]  
CHECKED BY: [Firm Name]  
DATE: APRIL 18, 2022

NO.	REVISION/DESCRIPTION

DATE: 04.13.2022

WILSON/SMITH ARCHITECTS  
LANDSCAPE ARCHITECTS

PREPARED FOR:  
PARKER SMITH



6028 1/2 RD SW  
SUITE 100  
DENVER, CO 80231  
PHONE: 303.755.1234  
FAX: 303.755.1235



**C6**



# Community Growth Partnership Initiative Community Development Grant Application

Project name:

Applicant:

Contact name:

Contact email and phone:

Authorized official for contract execution (name and title):

## Project Summary

In 2018 the City of Chanhassen completed a downtown visioning plan to help shape the future direction of the downtown chanhassen area. An outcome of that visioning process was a desire and necessity to update the design guidelines which govern development within the Central Business District (CBD) zoning district. The City is aware of several properties within the downtown area that could redevelop in the near term. Updating the zoning codes and its design guidelines now will ensure that the private market has a full understanding of what design expectations consist of when preparing various redevelopment proposals.

## 1. Request Details

1a. Request Amount:

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Acquisition   | <input type="checkbox"/> Utilities        | <input type="checkbox"/> Sidewalks/Trails      |
| <input type="checkbox"/> Lighting  | <input type="checkbox"/> Site Work        | <input type="checkbox"/> Demolition            |
| <input type="checkbox"/> Landscaping   | <input type="checkbox"/> Roadways         | <input type="checkbox"/> Stormwater            |
| <input type="checkbox"/> Streetscaping   | <input type="checkbox"/> Soil Remediation | <input type="checkbox"/> Environmental cleanup |
| <input type="checkbox"/> Parking   | <input type="checkbox"/> Relocation       |  |
| <input checked="" type="checkbox"/> Other (list) <input type="text" value="Zoning Study"/> |   |  |

## 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study	N/A	Not Applicable
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)	N/A	Not Applicable
Environmental approvals	N/A	Not Applicable
Construction bids	N/A	Not Applicable
Permits	N/A	Not Applicable
Site control	N/A	Not Applicable
Financial closing	N/A	Not Applicable
Clean up/demolition	N/A	Not Applicable
Begin construction	N/A	Not Applicable
Project completion	N/A	Not Applicable
<i>Project Funding Sources</i>		
First mortgage	N/A	N/A
General partner cash/other equity	N/A	N/A
Syndication proceeds	N/A	N/A
Deferred loans	N/A	N/A
TIF	N/A	N/A
Sales tax/energy rebates	N/A	N/A
Deferred developer fee	N/A	N/A
Met Council TOD/LCDA/TBRA	N/A	N/A
DEED Redevelopment/Cleanup	N/A	N/A
DEED MIF/JCF	N/A	N/A
Carver County CDA CGPI	6/15/2023	\$7,500
Other: City Funds	5/22/2023	\$52,250
Other: N/A		
Other: N/A		

2a. Total development cost: **\$59,750** Percentage of funds committed: **100%**

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

City Staff considered applying for Metropolitan Council LCDA Pre-Development grant funds however the timing of review as well as the scoring metrics resulted in Staff not pursuing those funds as the potential to receive funding was very low and the timing was problematic to the desired timing of the study to be conducted.

### 3. Project Details

3a. Site address(es)

3b. Site size

3c. Number of parcels

3d. Parcel ID(s):

#### Housing

3e. Are there any existing housing units on the site:  Yes  No  
 If so, how many?   
 Are any of the units vacant?  Yes  No  N/A  
 3f. Are any of the existing units affordable?  Yes  No

#### 3g. Housing Units *(Indicate the number of housing units planned in the project)*

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Townhome	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Apartments/Condos	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Duplexes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other (Specify)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

3h. Is there a mechanism to ensure long term affordability?  Yes  No

3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)?

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher and other tenant based rental assistance)?

Yes  No

Commercial

3l. Are there existing commercial buildings on the site:  Yes  No If so, how many?   
 Are any of the units vacant?  Yes  No  N/A

3m. Commercial square footage (Indicate the square footage and jobs planned for the project)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages ≥\$15/hour
Retail/commercial	N/A	N/A	N/A	N/A	N/A	N/A
Industrial	N/A	N/A	N/A	N/A	N/A	N/A
Office	N/A	N/A	N/A	N/A	N/A	N/A
Other (Specify)	N/A	N/A	N/A	N/A	N/A	N/A

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

N/A

4. Project Costs

4a. Current taxable market value of the site:

4b. Anticipated taxable market value after redevelopment:

4c. Development costs  
 Acquisition cost  Total development cost

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition	N/A	N/A
Utilities	N/A	N/A
Sidewalks/Trails	N/A	N/A
Lighting	N/A	N/A
Site Work	N/A	N/A
Demolition	N/A	N/A
Landscaping	N/A	N/A
Roadways	N/A	N/A
Stormwater	N/A	N/A
Streetscaping	N/A	N/A
Soil Remediation	N/A	N/A
Environmental cleanup	N/A	N/A
Parking	N/A	N/A
Other Zoning Study	\$59,750.00	\$7,500.00
Other	N/A	N/A

## 5. Narrative

5a. Describe how this project fits into the Redevelopment Plan, including the city's goals, public purpose, extraordinary costs, and the community's need for the project. Describe any other projects completed or underway as part of the Redevelopment Plan or in the area, and describe how this project may catalyze additional (re)development.

The updating of the downtown design guidelines will govern redevelopment within the Central Business District (CBD) zoning district. This effort is crucial to ensure that future redevelopment by the private market is done so in a way in which the community desires to ensure the long term viability and excitement for downtown Chanhassen.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment.

Downtown Chanhassen has gone through some redevelopment, most recently with the addition of "The Venue" a market rate mixed use building that includes apartment units as well as an 18,000sf Aldi's grocery store. The Chanhassen Cinema recently closed and that building is blighted and likely to redevelop. These design guidelines will ensure that the redevelopment of that blight is done so in a way that is supported by the community.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

The downtown design guidelines will ensure that with redevelopment projects that the downtown area of Chanhassen becomes more walkable and better leverages the SW Transit parking ramp and its transit opportunities while also reducing the number of surface parking lots and promotion of shared parking wherever possible. Redevelopment will allow for other downtown businesses to benefit from the elimination of blight and uniform building elements.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soils, hazardous waste or other elements? If so, describe the type of clean up.

No known contaminants within the CBD district.

5e. Describe how the project is maximizing the potential of the site.

The planning study to update the design guidelines within the city's CBD zoning district will ensure that future redevelopment maximizes sites positioned for redevelopment by updating architectural standards, parking minimum/maximums, improved pedestrian connectivity and the opportunity for promotion of all modes of transportation.

5f. Will any existing tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.

No businesses will be temporarily or permanently relocated as part of the planning/zoning project.

5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

The largest challenge to completing this work is funding. The City Council is supportive of the work but with strong indication the need to offset direct City costs through the use of grant funding. Due to the lack of fit with the LCDA pre-development grant funding, the CGPI grant funding is the best opportunity for the City to be approved for grant funds to help ensure this important planning work is completed in a timely fashion.

## Attachments

- 1. City Resolution (sample is attached and must contain all provisions listed)
- 2. Location map
- 3. Site plan and elevations (if available)
- 4. Existing conditions photos
- 5. Redevelopment plan (if it is a redevelopment project)
- 6. Relocation plan (if applicable)
- 7. Copies of any funding commitments
- 8. Evidence of site control
- 9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.

**CITY OF CHANHASSEN  
CARVER AND HENNEPIN COUNTIES, MINNESOTA**

**DATE:** May 22, 2023 **RESOLUTION NO:** 2023-49

**MOTION BY:** von Oven **SECONDED BY:** Kimber

**A RESOLUTION APPROVING A SIGNATURE OF APPLICATION TO THE  
CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA) FOR GRANT  
FUNDING THROUGH THEIR COMMUNITY GROWTH PARTNERSHIP INITIATIVE**

**WHEREAS**, the City of Chanhassen has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program’s purpose and criteria; and

**WHEREAS**, the City has established a Redevelopment Plan of which the proposed project is a component; and

**WHEREAS**, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative predevelopment program guidelines; and

**WHEREAS**, the City has the legal authority to apply for financial assistance; and

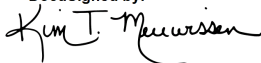
**WHEREAS**, the City is supportive of affordable housing and of the CDA’s mission to improve the lives of Carver County residents through affordable housing and community development.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Chanhassen approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

**BE IT FURTHER RESOLVED** that if the application is approved by the Carver County CDA, Eric Maass, the City of Chanhassen Planning Director, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

**PASSED AND ADOPTED** by the Chanhassen City Council this 22<sup>nd</sup> day of May 2023.

**ATTEST:**

DocuSigned by:  
  
27A7BEAB6267418...  
Kim Meuwissen, City Clerk

DocuSigned by:  
  
D0665DC57B5043C...  
Elise Ryan, Mayor

YES

NO

ABSENT

Ryan  
Schubert  
von Oven  
Kimber

McDonald

# Community Growth Partnership Initiative 2023 Community Development Grant Application

Project name: Laketown Township Sewer Feasibility Study

Applicant: Laketown Township

Contact name: Catherine Nielsen

Contact email and phone: cath.nielsen@gmail.com 612-382-5323

Authorized official for contract execution (name and title): Mike Klingelutz, Chairman

**Project Summary** To fund a comprehensive feasibility study to evaluate and plan for rehabilitation or replacement of the existing 201 wastewater sewer system which was installed 45 years ago with a life expectancy of 20 years. The system is in dire need of repairs and replacement of vital portions. We need to have a plan to make an informed decision of how to proceed with our 201 system. We have received an estimate for this engineering study from Bolton & Menk for \$86,000 (see attached) We have successfully gotten this project listed on the MPCA Project Priority List (PPL) so when the engineering study is complete and we have a decisive direction, we are ready to apply for project / construction funding. We also hope to be included in the 2024 bonding bill (this study was included in the 2022 bill, however the bonding bill did not pass.) The study looks at a significant rehabilitation of the system, replacement of the system, or possible annexation into the 3 cities if these options are not financially feasible. Part of the scope of work of the study is to have the 3 cities involved in wastewater system goals, design recommendations, and connection options.

This application seems more tailored to the Community Development / Redevelopment so many sections do not apply, but here is our budget, please let me know what questions / more information you may want.

**Funding Sources:**

Budget - \$86,000

2022 CDA Grant	\$ 7500
2022 CDA Grant - Chaska	\$ 7500
2023 CDA Grant	\$ 7500
2023 MPCA Grant	\$ 32000
Laketown CDA Match	\$ 22500



# 1. Request Details

1a. Request Amount: \$ 7500

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Acquisition   | <input checked="" type="checkbox"/> Utilities | <input type="checkbox"/> Sidewalks/Trails      |
| <input type="checkbox"/> Lighting      | <input type="checkbox"/> Site Work            | <input type="checkbox"/> Demolition            |
| <input type="checkbox"/> Landscaping   | <input type="checkbox"/> Roadways             | <input type="checkbox"/> Stormwater            |
| <input type="checkbox"/> Streetscaping | <input type="checkbox"/> Soil Remediation     | <input type="checkbox"/> Environmental cleanup |
| <input type="checkbox"/> Parking       | <input type="checkbox"/> Relocation           |  |
| <input type="checkbox"/> Other (list)  |   |  |

# 2. Readiness Details N/A

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study		Not Applicable
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)		Not Applicable
Environmental approvals		Not Applicable
Construction bids		Not Applicable
Permits		Not Applicable
Site control		Not Applicable
Financial closing		Not Applicable
Clean up/demolition		Not Applicable
Begin construction		Not Applicable
Project completion		Not Applicable
<i>Project Funding Sources</i>		
First mortgage		
General partner cash/other equity		
Syndication proceeds		
Deferred loans		
TIF		
Sales tax/energy rebates		
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI		
City		
Other:		
Other:		

2a. Total development cost:

Percentage of funds committed:

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

### 3. Project Details N/A

3a. Site address(es)

3b. Site size

3c. Number of parcels

3d. Parcel ID(s):

#### Housing N/A

3e. Are there any existing housing units on the site:      Yes      No

    If so, how many?

    Are any of the units vacant?      Yes      No      N/A

3f. Are any of the existing units affordable?      Yes      No

3g. Housing Units *(Indicate the number of housing units planned in the project)*

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								
Apartments/ Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability?      Yes      No

3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)?

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

    Yes      No



## 5. Narrative N/A

5a. Describe how this project fits into the city's goals and the Redevelopment Plan, its public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soil, hazardous waste or other elements? If so, describe the type of clean up.

5e. Describe how the project is maximizing the potential of the site.

5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.

5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

## Attachments

1. City Resolution (sample is attached and must contain all provisions listed)
2. Location map
3. Site plan and elevations (if available)
4. Existing conditions photos
5. Redevelopment plan (if it is a redevelopment project)
6. Relocation plan (if applicable)
7. Copies of any funding commitments
8. Evidence of site control
9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.

**RESOLUTION 2023-05**  
**LAKETOWN TOWNSHIP, CARVER COUNTY**  
A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR A CARVER  
COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA) COMMUNITY GROWTH  
PARTNERSHIP INCENTIVE GRANT

**WHEREAS**, the Township of **Laketown** has identified a proposed project within the Township that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Incentive Grant program's purposes and criteria; and

**WHEREAS**, The Township has established a Redevelopment Plan of which the proposed project is a component; and

**WHEREAS**, the Township has capability and capacity to ensure the proposed project be completed and administered within the Redevelopment Incentive Grant program guidelines; and

**WHEREAS**, the Township has the legal authority to apply for financial assistance; and

**WHEREAS**, the Township is supportive of affordable housing and of the CDA's mission, to improve the lives of Carver County residents through affordable housing and community development.

**NOW THEREFORE BE IT RESOLVED** that the town board of Laketown Township, Carver County, Minnesota approves the application for funding from the Carver County CDA Community Growth Partnership Incentive Grant Program.

Be it further resolved, that upon approval of its application by the Carver County CDA, that Pete Parris, the Town Board Chairman, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

**By the Laketown Town Board Attested to by**

  
Chairman

2/27/2023  
Date

Attest:   
Clerk

02-27-2023  
Date





Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

January 28, 2022

Melissa Lano, Clerk/Treasurer  
Laketown Township  
9530 Laketown Road  
Chaska, MN 55318

RE: Wastewater System Preliminary Engineering Report  
Laketown Township

Dear Ms. Lano,

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services related to the Wastewater System Preliminary Engineering Report for Laketown Township. This proposal will define our scope of work and provide you with the fees for these services. Our experience with and knowledge of the Township's existing wastewater system along with similar systems and communities will allow us to provide the Township with a cost-effective preliminary engineering report to meet your system goals. Below is the project description/understanding, scope of work, budget, and schedule for the proposed Wastewater System Preliminary Engineering Report.

### PROJECT DESCRIPTION, UNDERSTANDING, AND PURPOSE

Laketown Township operates a singular wastewater system that has six (6) separate wastewater collection and treatment areas and these systems are aging and in need of maintenance and repairs. In 2019, Bolton & Menk, Inc. completed an overall scoping study of the Township's entire wastewater system. This study was the first step in determining the needs and next steps for addressing issues within the existing wastewater system and set the ground work to help the Township make intelligent and long term informed decisions going forward.

This proposal is to provide engineering services to prepare and present a Wastewater System Preliminary Engineering Report which will define the scope of work which will ultimately move into final design and construction. The report will specifically focus on Pierson Lake systems 6D2, 6D3, and 6D4, the Lake Bavaria system 6E, and the Rietz Lake systems 6B and 6F. These areas are depicted on the attached project overview figure. It will not review Pierson Lake Drive system 6D1, which is a small mound system which services two homes.

This work will study these areas in greater detail building off the work already completed as part of the scoping study, identify the preliminary design and cost for the system improvements, and recommend financing and funding mechanisms and next steps for the improvements. This will help the Township understand specific needs for each sewershed, provide a preliminary plan for addressing those needs, and understand the capital costs required to rehabilitate these systems.

This report will be organized as one single document, however each of the three individual sewersheds will be reviewed and discussed separately as standalone projects. This will allow us to maximize the



report preparation efficiency while giving the Township the flexibility to move one, two or all three wastewater collection areas into final design and construction.

**Funding Opportunities:** Our team proactively positions clients to receive funding. We have successfully obtained more than \$500 million in low interest loans and grant dollars for our clients' projects. We understand the available programs, requirements and timelines, and position our clients to take advantage of these funding sources. Bolton & Menk has staff dedicated to funding programs and we will work to position the Township to go after these various funding sources. We have included time in our proposal to assist the City with applying for various funding programs, specifically the Public Facilities Authority Clean Water Program.

**Experience and Expertise:** Bolton & Menk will provide the Township with our unmatched level of experience and expertise. Bolton & Menk specializes in providing infrastructure services for municipalities. In almost 70 years, we've grown from two men and a garage, to a firm of nearly 500 employees. We offer the expertise of a national firm, but we are just down the road. In addition to basic services such as infrastructure maintenance, reconstruction, and expansion, we offer specialized expertise in water/wastewater treatment and pumping systems, environmental services, water resources, traffic and transportation engineering, landscape architecture, surveying and mapping, and city planning. This range of municipal services enables our firm to easily accommodate the diverse needs of our clients. This diverse knowledge base will enable our project team to evaluate and determine the most appropriate, cost-effective improvements for the Township. We understand that this study is one of many steps in this process, but we know how important it is to have a sound well laid out preliminary design to determine the scope of work moving into final design and construction.

## **SCOPE OF WORK – WASTEWATER SYSTEM STUDY**

The below summarizes the proposed scope of services associated with this project. This work will be summarized in a single document which will contain separate evaluations of each individual sewershed. Analysis and recommendations for each individual sewershed will be standalone allowing flexibility to move forward with projects on separate timelines.

### **1. City Coordination & Communications**

The project will require detailed coordination with the Cities of Chaska, Victoria, and Waconia to evaluate key components of connecting to existing city infrastructure. Major components of this task include the following:

- 1.1 Administer a kickoff meeting with each City and the Township to discuss the Township's wastewater system goals and review connection options with the city and associated downstream impacts.
- 1.2 Administer a review meeting with each City and the Township to review the draft preliminary design recommendations.
- 1.3 Coordinate with each City throughout the preliminary design process.
- 1.4 Work with Township and City staff to determine key components of a joint powers agreement (JPA) terms including; future operations and maintenance methodology and preliminary fee

schedule and user rates. This does not include review of an actual JPA which would occur during the final design process.

## **2. Preliminary Design**

Our team will prepare a preliminary system design specifically focusing on Pierson Lake systems 6D2, 6D3, and 6D4, the Lake Bavaria system 6E, and the Rietz Lake systems 6B and 6F. Review of the existing Pierson Lake Drive system 6D1, which is a small mound system serving two homes, is not included within the scope of this work. It will also not consider connecting other homes and neighborhoods within the Township that are in close proximity to these existing systems but are currently on individual private septic systems. Major components of this task include the following:

- 2.1 Kickoff meeting with Township Staff to review study goals and develop critical success criteria.
- 2.2 Review historical flow data/pumping records and existing plans / specifications for each system.
- 2.3 Evaluate each of the existing systems and identify deficiencies.
- 2.4 Develop plans for connection to each municipal system
- 2.5 Develop preliminary design plans for pipe alignments, profiles, lift stations and forcemains.
- 2.6 Geotechnical borings and analysis report.
- 2.7 Develop decommissioning plan for each existing system.
- 2.8 Preliminary easement needs identification.
- 2.9 Topographic survey is not included in the preliminary design. Lidar contours will be utilized for the preliminary design.

## **3. Cost Estimate & Preliminary Engineering Report**

Our team will develop a preliminary cost estimate for the preliminary design. A final preliminary engineering report will be compiled for each system. Major components of this task include the following:

- 3.1 Complete opinion of probable costs based on the preliminary design configuration.
- 3.2 Review possible financing and funding strategies to complete the improvements.
- 3.3 Compile the preliminary design information into a final engineering report package.
- 3.4 Bolton & Menk will attend a meeting with the Township to review the draft report to discuss recommendations.
- 3.5 Bolton & Menk will attend a Township board meeting for presentation of the report.

## **CONSULTANT FEE**

We propose to complete the scope of services as noted above for all three project areas for a not to exceed total fee of \$86,000 for the preliminary engineering report. Fees will be billed on an hourly basis and will not exceed the amount stated. Alternatively, if the Township would only like to move forward

with preliminary design for one or two of the wastewater collection areas the fee breakdown for each of the areas is as follows:

- Reitz Lake Area.....\$31,000
- Pierson Lake Area.....\$32,000
- Lake Bavaria Area.....\$23,000

The project fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. These fees also include vehicle and personal expenses, mileage and routine expendable supplies; no separate charge will be made for these activities and materials. Fees for work asked to be performed outside the scope of services outlined in this document will be billed on an hourly basis and invoiced as a separate task.

### PROJECT SCHEDULE

We understand that the goal of the Township is to receive funds from the State of Minnesota 2022 Bonding Bill to complete this study. We can begin working on the report once authorized by the Township. We expect that the entire scope of work will require approximately 3 to 4 months to complete.

We look forward to working with you on this very important project for the Township for developing sustainable engineering solutions for your wastewater systems. Please feel free to contact me at (612) 803-5223 if you have any questions or if you require any additional information.

Respectfully submitted,

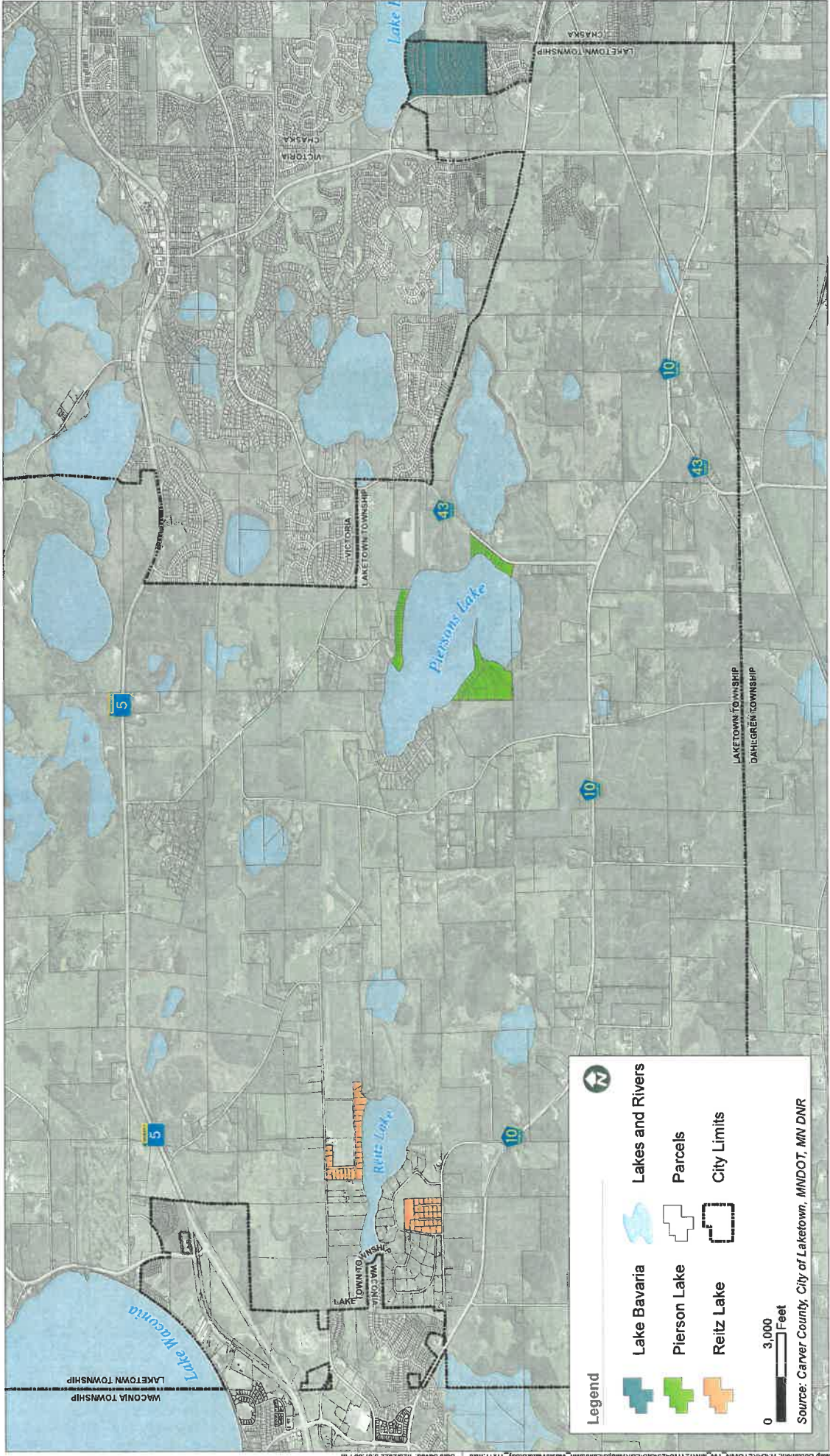
Bolton & Menk, Inc.



Seth A. Peterson, P.E.  
Principal Environmental Engineer

CC: Josh Eckstein, P.E., Principal Engineer

Enclosure



**Legend**

- Lake Bavaria
- Pierson Lake
- Reitz Lake
- Lakes and Rivers
- Parcels
- City Limits

0 3,000 Feet

Source: Carver County, City of Laketown, MNDOT, MN DNR



**CITY OF CHASKA**  
CARVER COUNTY, MINNESOTA

**RESOLUTION**

DATE 5/16/2022 RESOLUTION NO. 2022-54

MOTION BY COUNCILMEMBER HATFIELD SECOND BY COUNCILMEMBER HUBBARD

---

**A Resolution to Support the Laketown Township State Bonding Request for the  
"201" System Feasibility Study**

---

WHEREAS, in 1983, a "201 Grant" from the Federal Government Clean Water Act was received to install a sewer system utilizing a series of mounds, sand filters and grey water sewage collector systems to improve and protect the water quality of Lake Bavaria, Pierson Lake and Reitz Lake; and

WHEREAS, the life of the systems was expected to be about 20-years;

WHEREAS, it was anticipated that these Township properties would have been annexed into cities and sewer systems would have been upgraded through development and growth;

WHEREAS, the 201 greywater treatment system is not a feasible long term solution to providing wastewater treatment to these future urban properties and to protecting the adjacent lakes,

WHEREAS, these 201 sewer systems are now outdated and Laketown Township is seeking a collaborative effort to provide sanitary sewer to the 201 areas;

WHEREAS, Laketown Township obtained a quote for a wastewater system study to determine how best to replace the 201 Systems with sanitary sewer; and

WHEREAS, Laketown Township is requesting funds be appropriated for the study in the upcoming State bonding bill.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota to support Laketown Townships state bonding request for the "201" system sewer system feasibility study.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 16th day of May 2022.

  
Mark Windschitl, Mayor

Attest   
Deputy Clerk

7

# BOARD OF COUNTY COMMISSIONERS CARVER COUNTY, MINNESOTA

DATE February 15, 2022  
MOTION BY COMMISSIONER Fahey

RESOLUTION NO. 14-22  
SECONDED BY COMMISSIONER Lynch

## Resolution to Support the Laketown Township State Bonding Request for the "201" System Feasibility Study

Whereas, in 1983, a "201 Grant" from the Federal Government Clean Water Act was received to install a sewer system utilizing a series of mounds, sand filters and grey water sewage collector systems to improve and protect the water quality of Lake Bavaria, Pierson Lake and Reitz Lake; and

Whereas, the life of the systems was expected to be about 20-years;

Whereas, it was anticipated that these Township properties would have been annexed into cities and the sewer systems would have been upgraded through development and growth;

Whereas, the 201 greywater treatment system is not a feasible long term solution to providing wastewater treatment to these future urban properties and to protecting the adjacent lakes,

Whereas, these 201 sewer systems are now outdated and Laketown Township is seeking a collaborative effort to provide sanitary sewer to the 201 areas;

Whereas, Laketown Township obtained a quote for a wastewater system study to determine how best to replace the 201 systems with sanitary sewer; and

Whereas, Laketown Township is requesting funds be appropriated for the study in the upcoming State bonding bill.

Now, Therefore, Be It Resolved, the Carver County Board of Commissioners supports Laketown Townships state bonding request for the "201" system sewer system feasibility study.

	Yes	No	Absent
Degler			
Fahey			
Lynch			
Udermann			
Workman			

### STATE OF MINNESOTA COUNTY OF CARVER

I, David Hemze, duly appointed and qualified County Administrator of the County of Carver, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Carver County, Minnesota, at its session held on the 15<sup>th</sup> day of February, now on file in the Administration office, and have found the same to be a true and correct copy thereof.

Dated this 15<sup>th</sup> day of February, 2022.

David Hemze  
Dave Hemze (Feb 15, 2022 13:46 CST)  
David Hemze  
County Administrator

**CITY OF WACONIA  
RESOLUTION NO. 2022-96**

**Resolution of Support for State Bonding Request by Laketown Township for the "201"  
System Feasibility Study**

**WHEREAS**, Laketown Township owns and operates a sanitary sewer system utilizing a series of mounds, sand filters, and grey water sewage collector systems to improve and protect the water quality of Reitz Lake; and

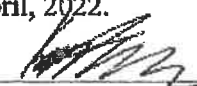
**WHEREAS**, the properties that these systems serve is identified as future growth area of the City of Waconia and is memorialized by an orderly annexation agreement between the township and the city; and

**WHEREAS**, Laketown Township would like to better understand and determine how to best replace these systems with sanitary sewer; and

**WHEREAS**, Laketown Township is requesting funds to be appropriated for the study in the upcoming State bonding bill;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Waconia, hereby supports the state bonding request by Laketown Township to complete the "201" feasibility study.

Adopted by the Waconia City Council this 4<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Kent Bloudek, Mayor

ATTEST:   
\_\_\_\_\_  
Shanie Pierson, City Administrator

M/	Leo	Bloudek	Aye
		Pierson	Aye
S/	Pierson	Leo	Aye
		Sorensen	Aye
		Waldron	Aye





## Resolution No. 2022-19

*Moved by Gunderson  
Seconded by Roberts*

### **A RESOLUTION SUPPORTING THE LAKETOWN TOWNSHIP REQUEST FOR STATE BONDING FOR THE "201 SYSTEM" FEASIBILITY STUDY**

**WHEREAS**, in 1983, a "201 Grant" from the federal government Clean Water Act was received to install a sewer system utilizing a series of mounds, sand filters, and grey water sewage collector systems to improve and protect the water quality of Lake Bavaria, Pierson Lake and Reitz Lake; and

**WHEREAS**, the life of the systems was expected to be about 20 years; and

**WHEREAS**, it was anticipated that these Township properties would have been annexed into cities and the sewer system would have been upgraded through development and growth; and

**WHEREAS**, the "201" greywater treatment system is not a feasible long-term solution to provide wastewater treatment to these future urban properties and to protecting the adjacent lakes; and

**WHEREAS**, the "201" sewer systems are outdated and Laketown Township is seeking to provide sanitary sewer to the "210" areas; and

**WHEREAS**, Laketown Township received a quote for a wastewater system study to determine how best to replace the "201" systems with sanitary sewer; and

**WHEREAS**, Laketown Township is requesting funds be appropriated for the study in the upcoming State bonding bill;

**NOW, THEREFORE, BE IT RESOLVED**, the City of Victoria City Council supports Laketown Township's request for state bonding to conduct a feasibility study for the "201" system sewer system.

This Resolution is adopted by the City of Victoria and approved by the Mayor this 28 day of March 2022

Debra McMillan, Mayor

ATTEST:

Cindy Patnode, City Clerk









# 2022-19 - Laketown Township State Bonding Request for the 201 System Feasibility Study - Adopted

Final Audit Report

2022-03-30

Created:	2022-03-29
By:	Cindy Patnode (cpatnode@ci.victoria.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANOV3bcT1n0g8V8Dw73z38pHamuFTZRZB

## "2022-19 - Laketown Township State Bonding Request for the 201 System Feasibility Study - Adopted" History

-  Document created by Cindy Patnode (cpatnode@ci.victoria.mn.us)  
2022-03-29 - 7:59:19 PM GMT- IP address: 162.210.219.55
  
-  Document emailed to Debra McMillan (dmcmillan@ci.victoria.mn.us) for signature  
2022-03-29 - 7:59:57 PM GMT
  
-  Email viewed by Debra McMillan (dmcmillan@ci.victoria.mn.us)  
2022-03-30 - 4:24:12 PM GMT- IP address: 67.4.10.223
  
-  Document e-signed by Debra McMillan (dmcmillan@ci.victoria.mn.us)  
Signature Date: 2022-03-30 - 5:58:43 PM GMT - Time Source: server- IP address: 67.4.10.223
  
-  Document emailed to Cindy Patnode (cpatnode@ci.victoria.mn.us) for signature  
2022-03-30 - 5:58:45 PM GMT
  
-  Email viewed by Cindy Patnode (cpatnode@ci.victoria.mn.us)  
2022-03-30 - 6:45:11 PM GMT- IP address: 72.105.106.67
  
-  Document e-signed by Cindy Patnode (cpatnode@ci.victoria.mn.us)  
Signature Date: 2022-03-30 - 6:45:30 PM GMT - Time Source: server- IP address: 72.105.106.67
  
-  Agreement completed.  
2022-03-30 - 6:45:30 PM GMT

# Community Growth Partnership Initiative 2023 Community Development Grant Application

Project name: Black Forest & Trophy Lakes Developements

Applicant: City of New Germany

Contact name: Twyla Menth, City Clerk

Contact email and phone: [ngcityhall@gmail.com](mailto:ngcityhall@gmail.com) 952.353.2488

Authorized official for contract execution (name and title): Twyla Menth, City Clerk

## Project Summary

The City of New Germany needs to expand the wastewater treatment capacity to allow new homes and businesses to be constructed. This funding is being sought for pre-development work including soil testing, a topographic survey, and an archeological survey, which would advance the project towards being shovel ready. The recently completed Wastewater Facility Plan identifies cost effective, viable options that will allow the City of New Germany to expand the sanitary sewer treatment system to accommodate the addition of new homes and businesses, increasing the City's tax base. The Facility Plan has been completed and approved by MPCA.

The ultimate goal for the City is to add much-needed housing to our community. The project will allow construction of the Black Forest and Trophy Lakes developments, which includes more than 140 acres of land available for new housing.

# 1. Request Details

1a. Request Amount: \$7,500

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Acquisition   | <input type="checkbox"/> Utilities        | <input type="checkbox"/> Sidewalks/Trails      |
| <input type="checkbox"/> Lighting      | <input type="checkbox"/> Site Work        | <input type="checkbox"/> Demolition            |
| <input type="checkbox"/> Landscaping   | <input type="checkbox"/> Roadways         | <input type="checkbox"/> Stormwater            |
| <input type="checkbox"/> Streetscaping | <input type="checkbox"/> Soil Remediation | <input type="checkbox"/> Environmental cleanup |
| <input type="checkbox"/> Parking       | <input type="checkbox"/> Relocation       |  |
- ✓  Other (list) – pre-development, including soil borings, a topographic survey, and an archeological survey

# 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study		Not Applicable
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)		Not Applicable
Environmental approvals	March 2024	Not Applicable
Construction bids	August 2024	Not Applicable
Permits		Not Applicable
Site control		Not Applicable
Financial closing		Not Applicable
Clean up/demolition		Not Applicable
Begin construction	Fall 2024	Not Applicable
Project completion	Spring 2026	Not Applicable
<i>Project Funding Sources</i>		
First mortgage		
General partner cash/other equity		
Syndication proceeds		
Deferred loans		
TIF		
Sales tax/energy rebates		
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI	July 2023	\$7,500
City	June 2023	\$48,400
Other: Congressionally Directed Spending	August 2023	\$5,000,000
Other: Minnesota Bond Funds	May 2024	\$3,900,000

2a. Total development cost: \$8,900,000

Percentage of funds committed: All currently pending.

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

The City of New Germany has sought funding through multiple programs for this project, but several barriers exist. The City does not have any additional debt capacity to take on this project, so cannot utilized a loan through the United States Department of Agriculture or the Public Facilities Authority. Bond funds were sought during the 2022 and 2023 legislative sessions, but funds were not approved.

Construction funding has been requested through Congressionally Directed Spending in an amount of \$5,000,000 and was selected by Senator Klobuchar, Senator Smith, and Congressman Emmer to advance to the next step of the process. It is currently anticipated that information on awards will be made in late summer of 2023. The City is in the process of applying for the 2024 Minnesota Bonding bill.

### 3. Project Details

3a. Site address(es) Black Forest Road, New Germany and 62<sup>nd</sup> Street West, New Germany, MN 55367

3b. Site size Black Forest 39.45 / Trophy Lakes 102 acres

3c. Number of parcels: Black Forest has approximately 100 lots, with infrastructure in place

3d. Parcel ID(s): Black Forest 39.45 acres is 55.0860410 / Trophy Lakes has 34 lake lots, 11 non lake lots all with different PID #.

#### Housing

3e. Are there any existing housing units on the site:            Yes            No

    If so, how many?

    Are any of the units vacant?                                    Yes            No            N/A

3f. Are any of the existing units affordable?                    Yes            No            N/A

3g. Housing Units (*Indicate the number of housing units planned in the project*)

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family	150	150	N/A	150	N/A			
Townhome								
Apartments/ Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability?            Yes            No

Homes prices in New Germany are more affordable than homes in the eastern portion of Carver County and it is not anticipated that will change in the future.

3i. If yes, please describe the type and length of affordability. Affordable homes for first time home buyers.

3j. Who is the target population for these units (seniors, families, etc.)? Families, or could be seniors with patio homes (slab on grade). We currently have a 3 in Black Forest with retired seniors.

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)? Not applicable.

Yes

No

## Commercial

3l. Are there existing commercial buildings on the site: Yes No If so, how many?  
 Are any of the units vacant? Yes No N/A

3m. Commercial square footage (*Indicate the square footage and jobs planned for the project*)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages $\geq$ \$17/hour
Retail/commercial						
Industrial						
Office						
Other (Specify)						

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

## 4. Project Costs

4a. Current taxable market value of the site: Black Forest \$312,000.00 Property tax estimate market value. Trophy Lakes is estimated at property tax market value of \$35,000 per lot x 34 lake lots is \$1,190,000.00, non-lake lots are estimated at \$1,000.00 each x 11 = \$11,000.00. Total value of Trophy Lakes \$1,201,000.00

4b. Anticipated taxable market value after redevelopment: Trophy Lakes would most likely double or triple and the same with Black Forest.

4c. Development costs

Acquisition cost: N/A

Total development cost: \$8,900,000 for WWTP project

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition		
Utilities		
Sidewalks/Trails		
Lighting		
Site Work		
Demolition		
Landscaping		
Roadways		
Stormwater		
Streetscaping		
Soil Remediation		
Environmental cleanup		
Parking		
Other – Surveys and soil borings	\$55,900	\$7,500
Other		

## 5. Narrative

5a. Describe how this project fits into the city's goals and the Redevelopment Plan, its public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

The City's goal is to add much-needed housing and allow for business growth and expansion. The current wastewater treatment plant is at capacity and needs updates and expansion to allow any sewer extension permits to be issued for new construction of homes or businesses. The City has completed the Wastewater Facility Plan and it was approved by the MPCA. The cost to undertake this project is substantial for a community the size of New Germany. The City is still paying on loans for a large infrastructure project completed in 2014 and has no additional debt capacity to take on more loans. Many communities in the metro area are connected to Met Council's regional wastewater system, but Met Council has determined that is not a viable option in the near or mid-term, so the City has worked to move forward with the needed improvements. Completion of the project will allow development of more than 100 acres of land for new housing and will accommodate future business growth opportunities.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment.

Knowledge of previous uses at the site is limited. These pre-development grant funds are being sought for soil borings and an archeological survey, both of which will provide more information on past uses. While this isn't a redevelopment project, it will address a high priority need within the community and allow for new homes to be constructed.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

The project will result in positive environmental impacts at the wastewater treatment plant and will make the community more livable by adding housing units and options to the community. Housing in New Germany is substantially more affordable than in many other areas of the County and this project will add more than 150 new units to the housing stock. It will also help to make living in New Germany more affordable. New Germany has the lowest median household income in Carver County and unfortunately has the highest household utility bills in Carver County by far. The project will help to stabilize utility rates for current and future residents.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soil, hazardous waste or other elements? If so, describe the type of clean up.

Contamination at the site is not anticipated. Funding is being sought to complete soil borings and surveys at the wastewater treatment facility.

5e. Describe how the project is maximizing the potential of the site.



The project will allow more than 150 new units of housing to be constructed, which is needed in New Germany and Carver County. The Black Forest Phase 2 developer is considering small lot sizes to maximize the site.

5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.

No, there are no existing residents, tenants, or businesses on the project site.

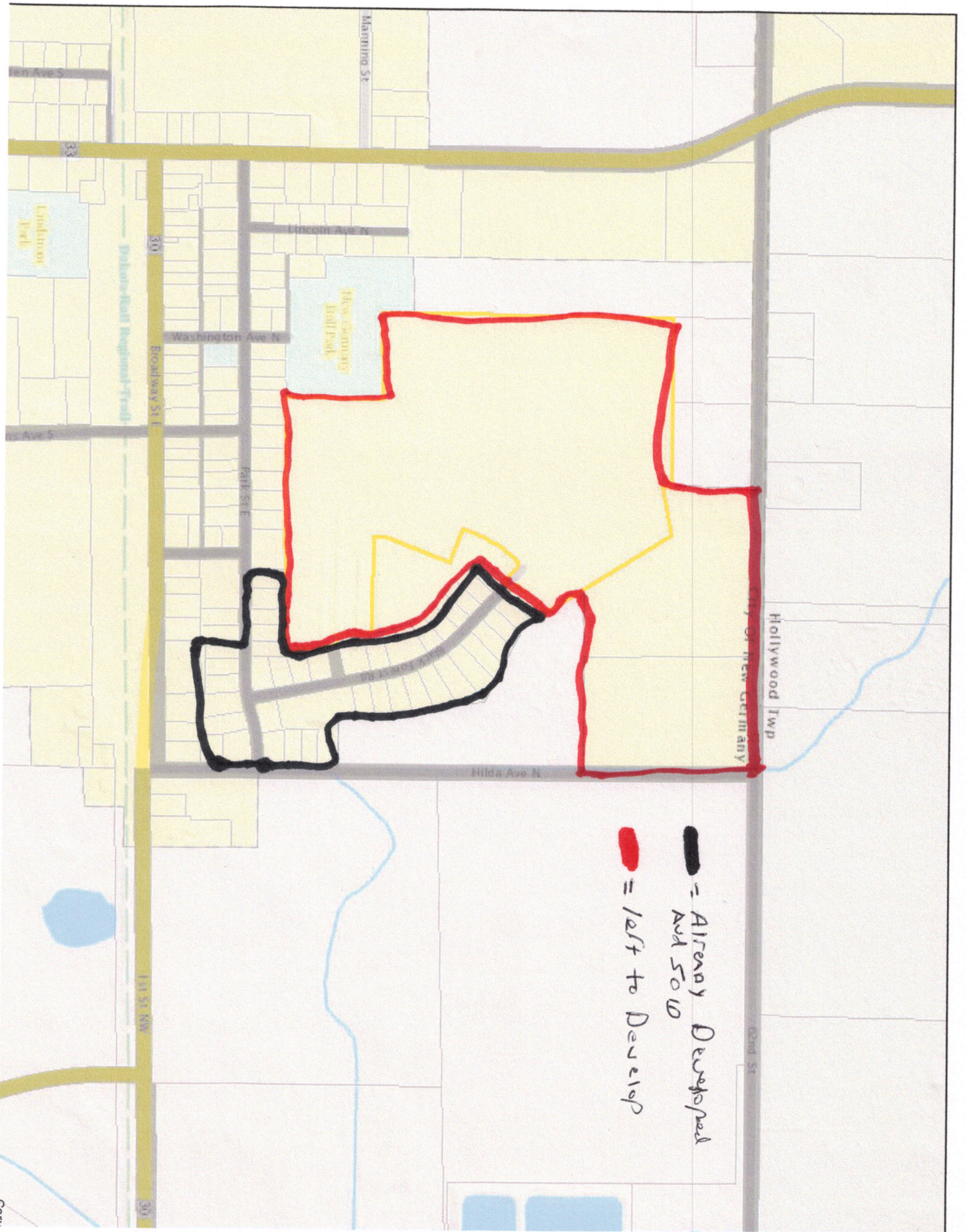
5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

Funding for the wastewater treatment project has been the biggest barrier for the City to be able to add housing units. The MPCA will not allow any new sewer extension permits to be issued until the wastewater treatment improvements are completed, but the City does not have any debt capacity (due to prior infrastructure projects) to take on a new loan and grant resources are limited. CGPI funds would help the City to complete the next pre-development activities that would advance the project.

## Attachments

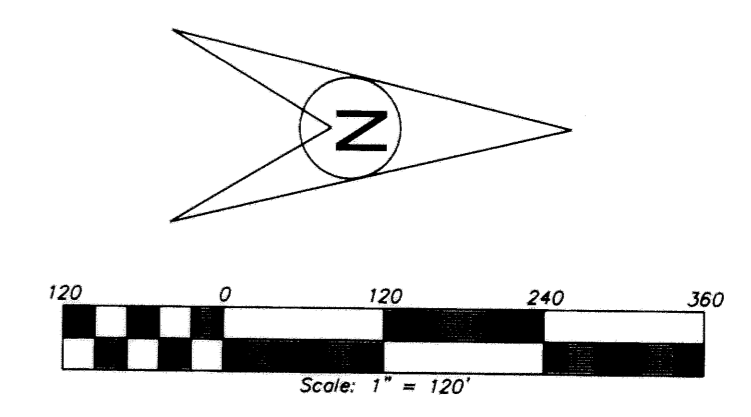
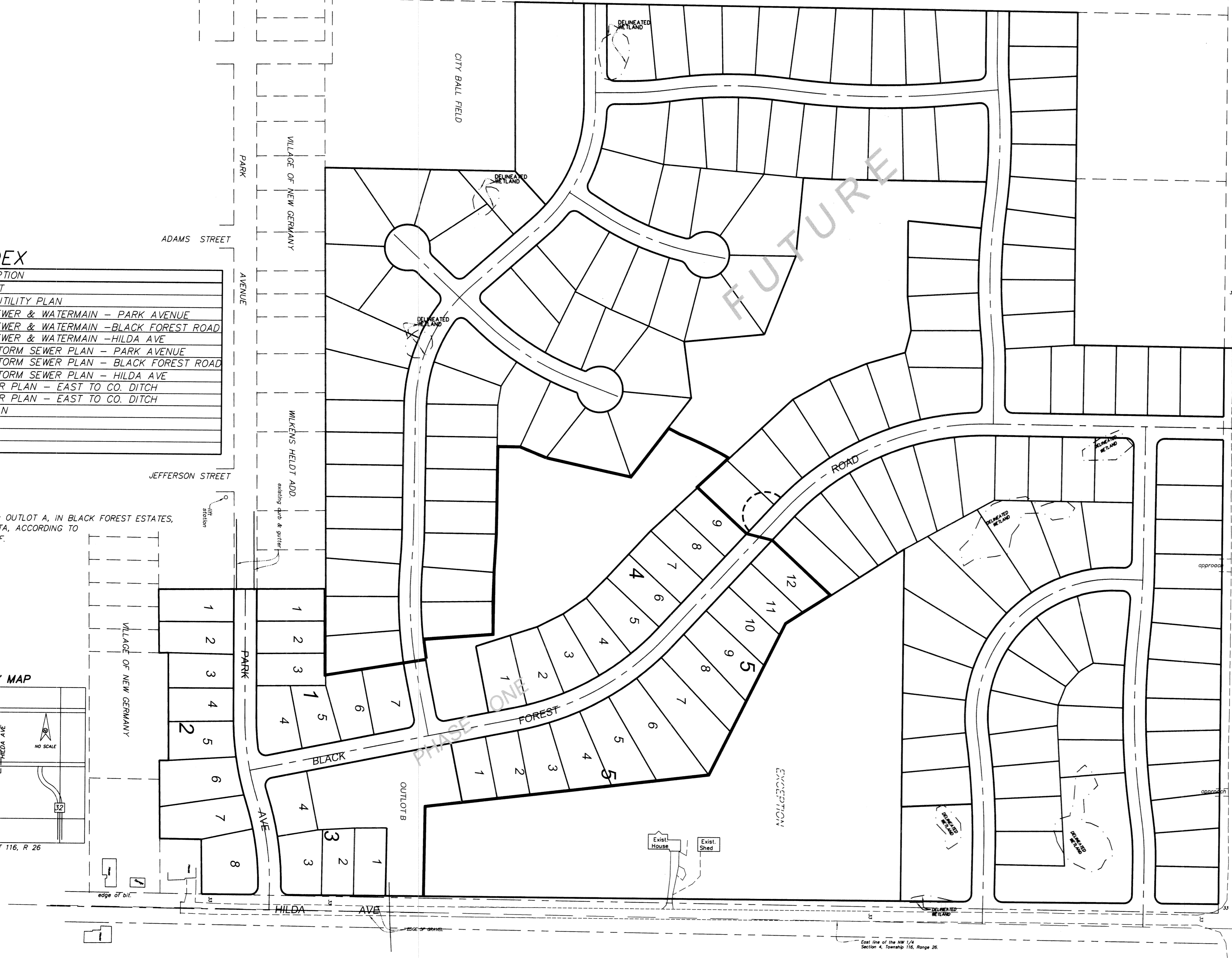
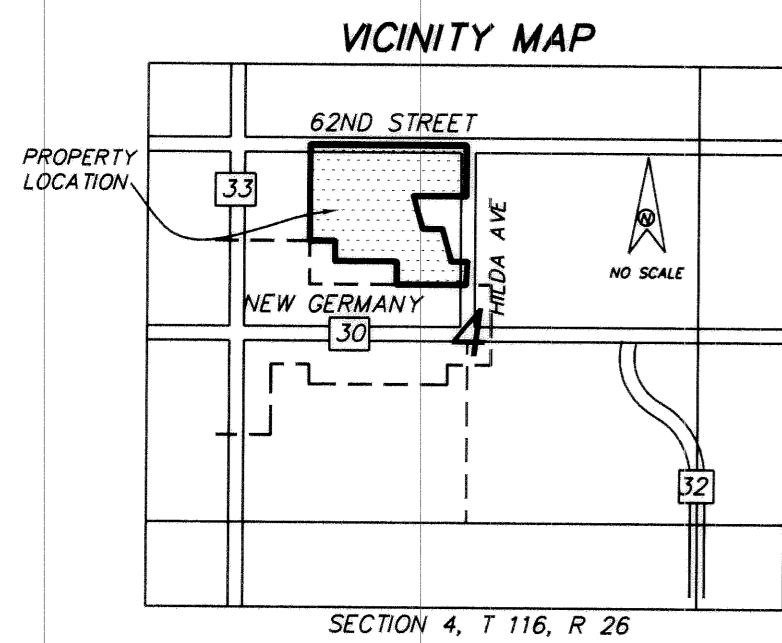
1. City Resolution (sample is attached and must contain all provisions listed)
2. Location map
3. Site plan and elevations (if available)
4. Existing conditions photos
5. Redevelopment plan (if it is a redevelopment project)
6. Relocation plan (if applicable)
7. Copies of any funding commitments
8. Evidence of site control
9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.





SHEET NO.	DESCRIPTION
1	COVER SHEET
2	COMPOSITE UTILITY PLAN
3	SANITARY SEWER & WATERMAIN - PARK AVENUE
4	SANITARY SEWER & WATERMAIN - BLACK FOREST ROAD
5	SANITARY SEWER & WATERMAIN - HILDA AVE
6	STREET & STORM SEWER PLAN - PARK AVENUE
7	STREET & STORM SEWER PLAN - BLACK FOREST ROAD
8	STREET & STORM SEWER PLAN - HILDA AVE
9	STORM SEWER PLAN - EAST TO CO. DITCH
10	STORM SEWER PLAN - EAST TO CO. DITCH
11	GRADING PLAN
12	SWPPP
13	DETAILS
14	DETAILS

PROPERTY DESCRIPTION:  
 LOTS 1 AND 2, BLOCK 1 & OUTLOT A, IN BLACK FOREST ESTATES,  
 CARVER COUNTY, MINNESOTA, ACCORDING TO  
 THE RECORD PLAT THEREOF.



DEVELOPER:  
 SAM MONTGOMERY  
 4295 SHOREWOOD TRAIL  
 MEDINA, MN 55340  
 763-478-5165

PRIOR TO ANY EXCAVATION THE CONTRACTOR SHALL VERIFY  
 THE LOCATION OF ALL UNDERGROUND UTILITIES.  
 CALL 48 HOURS BEFORE DIGGING:  
 GOPHER STATE ONE CALL 651-454-0002  
 TWIN CITY AREA 651-454-0002  
 MN TOLL FREE 1-800-252-1166

- GOVERNING SPECIFICATIONS:
- THE 2000 EDITION OF MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND LATER SUPPLEMENTS.
  - CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD UTILITIES SPECIFICATIONS. (LATEST EDITION)
  - ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCE WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

**RECORD PLAN**  
**10/06/05**

Contractors:  
 Grading - Nyen Excavating  
 Utility - Machtemes Construction

NO.	DATE	BY	DESCRIPTION
REVISIONS			

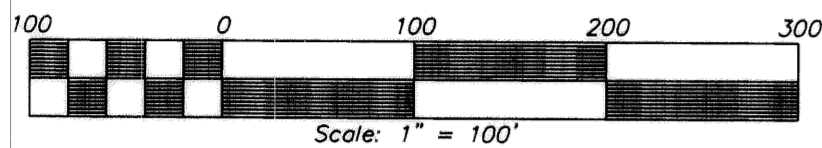
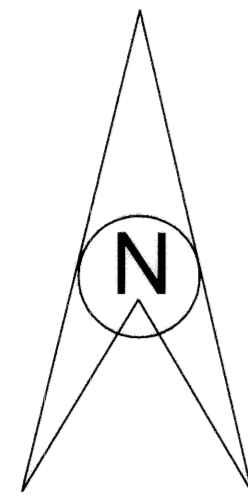
DESIGNED DRAWN C.S.O. K.D.K.  
 CHECKED C.S.O.  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 Cara M. Schwahn Otto  
 DATE: 6/22/06 LICENSE # 40433

**OTTO**  
 ASSOCIATES  
 Engineers and Land Surveyors, Inc.  
 Web Site: www.ottoassociates.com  
 9 West Division St.  
 Buffalo, MN 55313  
 Ph: (763)682-4727  
 Fax: (763)682-3522

**BLACK FOREST ESTATES SECOND ADDITION**  
 SAM MONTGOMERY  
 NEW GERMANY, MN

COVER SHEET  
 SHEET NO. 1 OF 14 SHEETS

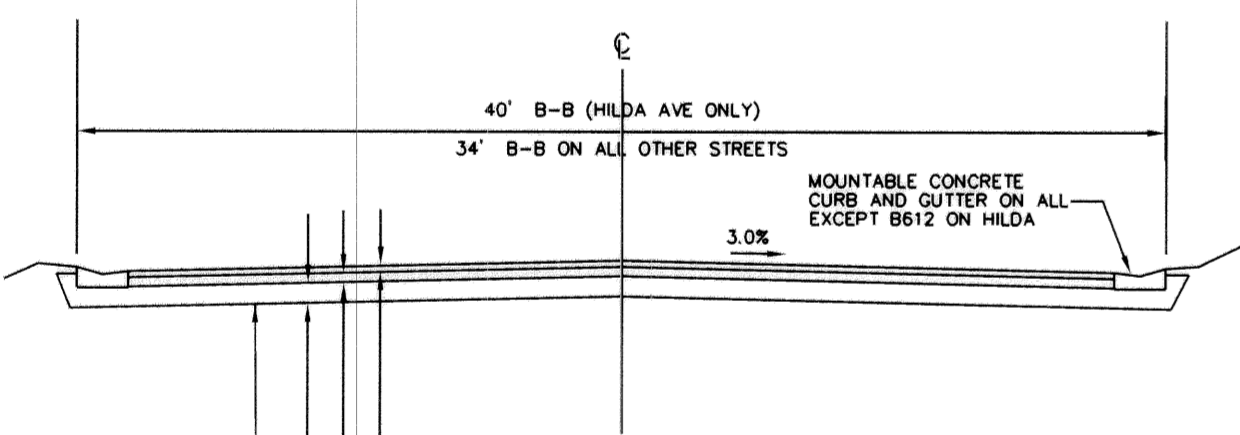
PROJECT NO:  
 2-02-0206  
 DATE:  
 06/23/04



DEVELOPER:  
 SAM MONTGOMERY  
 4295 SHOREWOOD TRAIL  
 MEDINA, MN 55340  
 763-478-5165

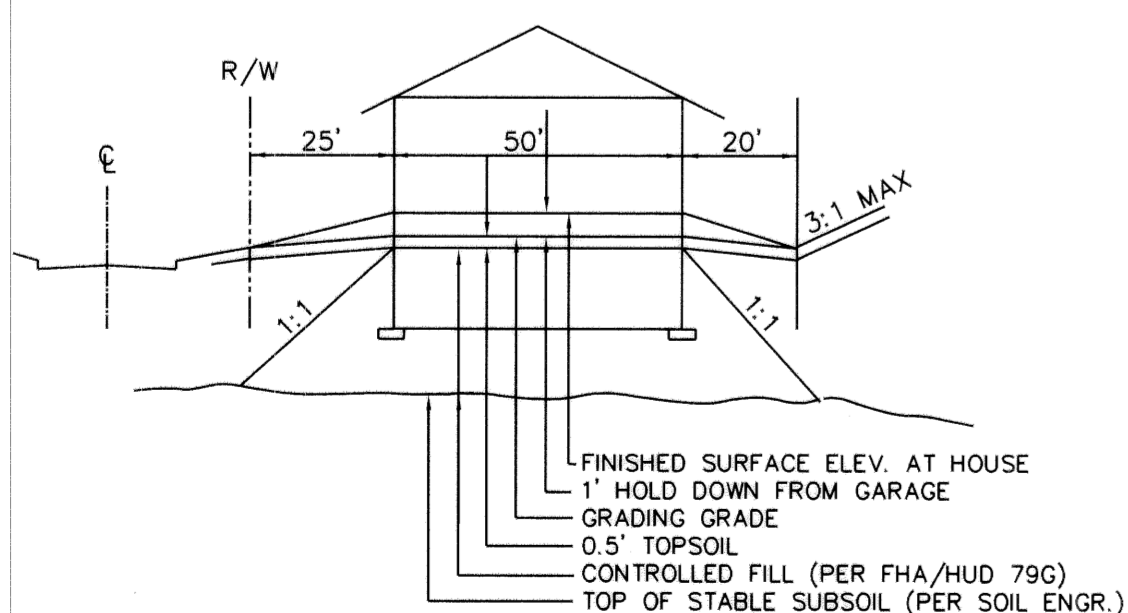
**GRADING NOTES**

1. WETLANDS DELINEATED BY KJOLHAUG ENVIRONMENTAL SERVICES COMPANY.
2. BUILDING PADS SHALL BE CONSTRUCTED FULL WIDTH OF LOT.
3. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

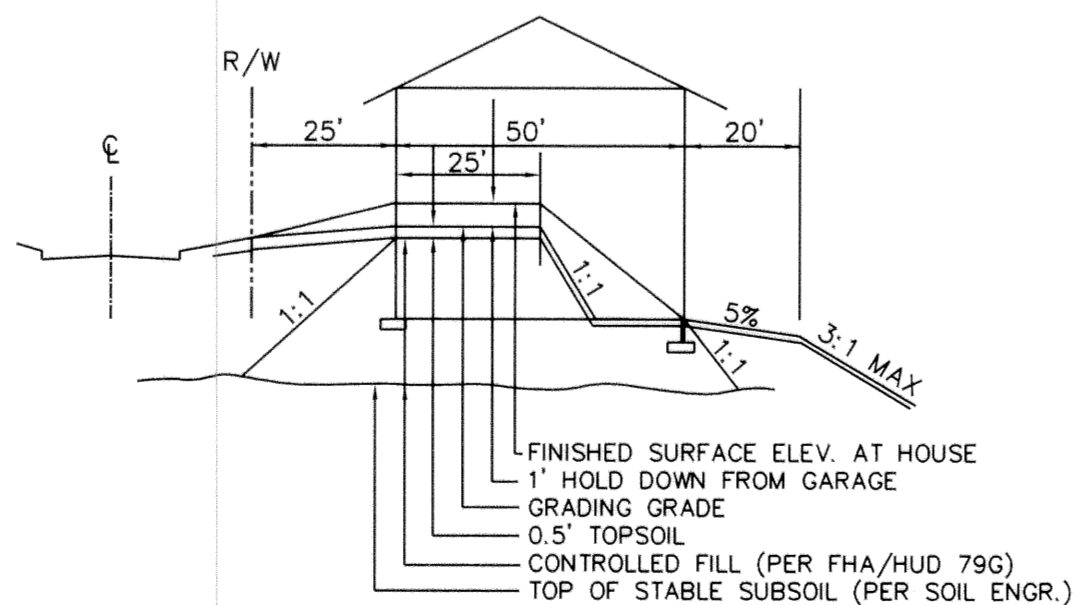


- 1 1/2" BITUMINOUS WEAR COURSE (MNDOT 2331 TYPE 41)
- 3" BITUMINOUS BASE COURSE (MNDOT 2331 TYPE 31)
- 9" CLASS 5 AGGREGATE BASE, 100% CRUSHED QUARRY STONE (MNDOT 2211)
- GEOTEXTILE FABRIC (MIRAFI 600X OR EQUAL)

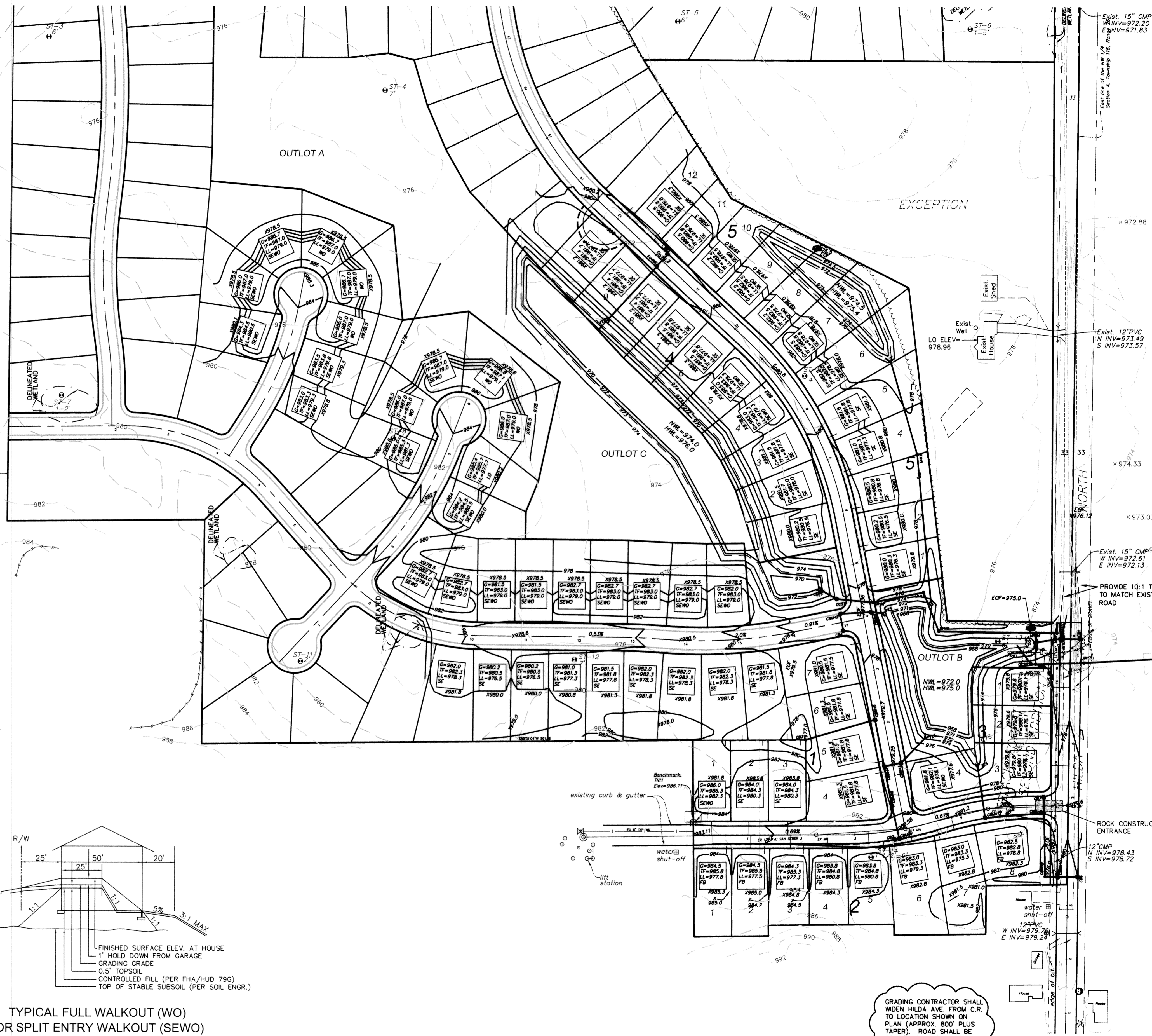
**TYPICAL STREET SECTION**



OR SPLIT ENTRY (SE)  
 TYPICAL RAMBLER/FULL BASEMENT (FB)



TYPICAL FULL WALKOUT (WO)  
 OR SPLIT ENTRY WALKOUT (SEWO)



GRADING CONTRACTOR SHALL WIDEN HILDA AVE. FROM C.R. TO LOCATION SHOWN ON PLAN (APPROX. 800' PLUS TAPER). ROAD SHALL BE GRADED TO SUBGRADE ELEV.

NO.	DATE	BY	DESCRIPTION

DESIGNED DRAWN C.S.O. K.D.K.  
 CHECKED C.S.O.

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 Cara M. Schwahn Otto  
 DATE: 6/23/06 LICENSE # 40433

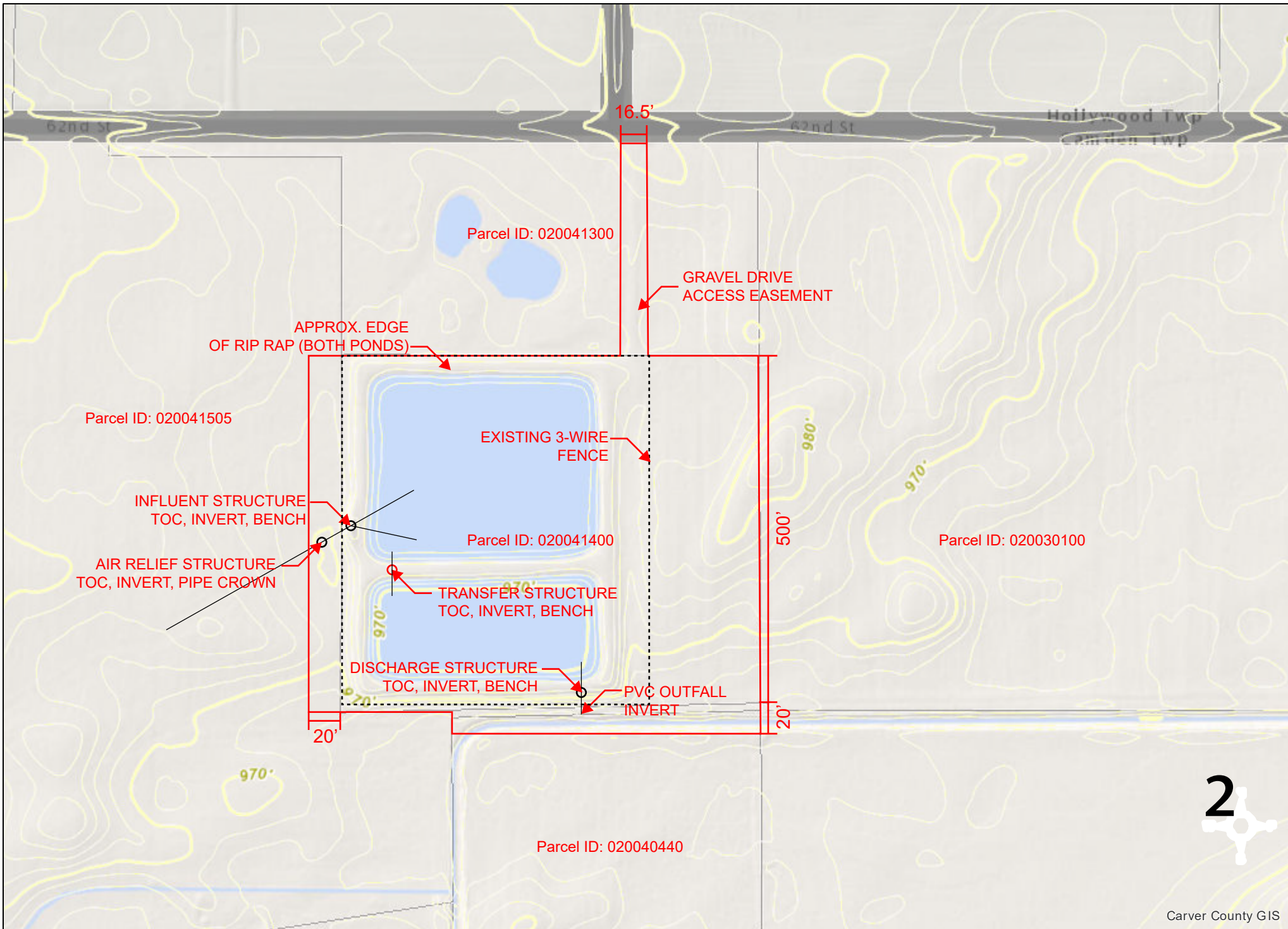
**OTTO ASSOCIATES**  
 Engineers and Land Surveyors, Inc.  
 Web Site: www.ottoassociates.com  
 9 West Division St. Buffalo, MN 55313  
 Ph: (763)682-4727 Fax: (763)682-3522

**BLACK FOREST ESTATES SECOND ADDITION**  
 SAM MONTGOMERY  
 NEW GERMANY, MN

GRADING PLAN  
 SHEET NO. 11 OF 14 SHEETS

PROJECT NO: 2-02-0206  
 DATE: 06/23/04





This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Date: 4/18/2023

# NEW GERMANY STABILIZATION POND SYSTEM

Existing Ponds Built in 1971

Primary Pond  
(Existing)

Secondary Pond  
(Existing)

Proposed Future  
Aerated Pond

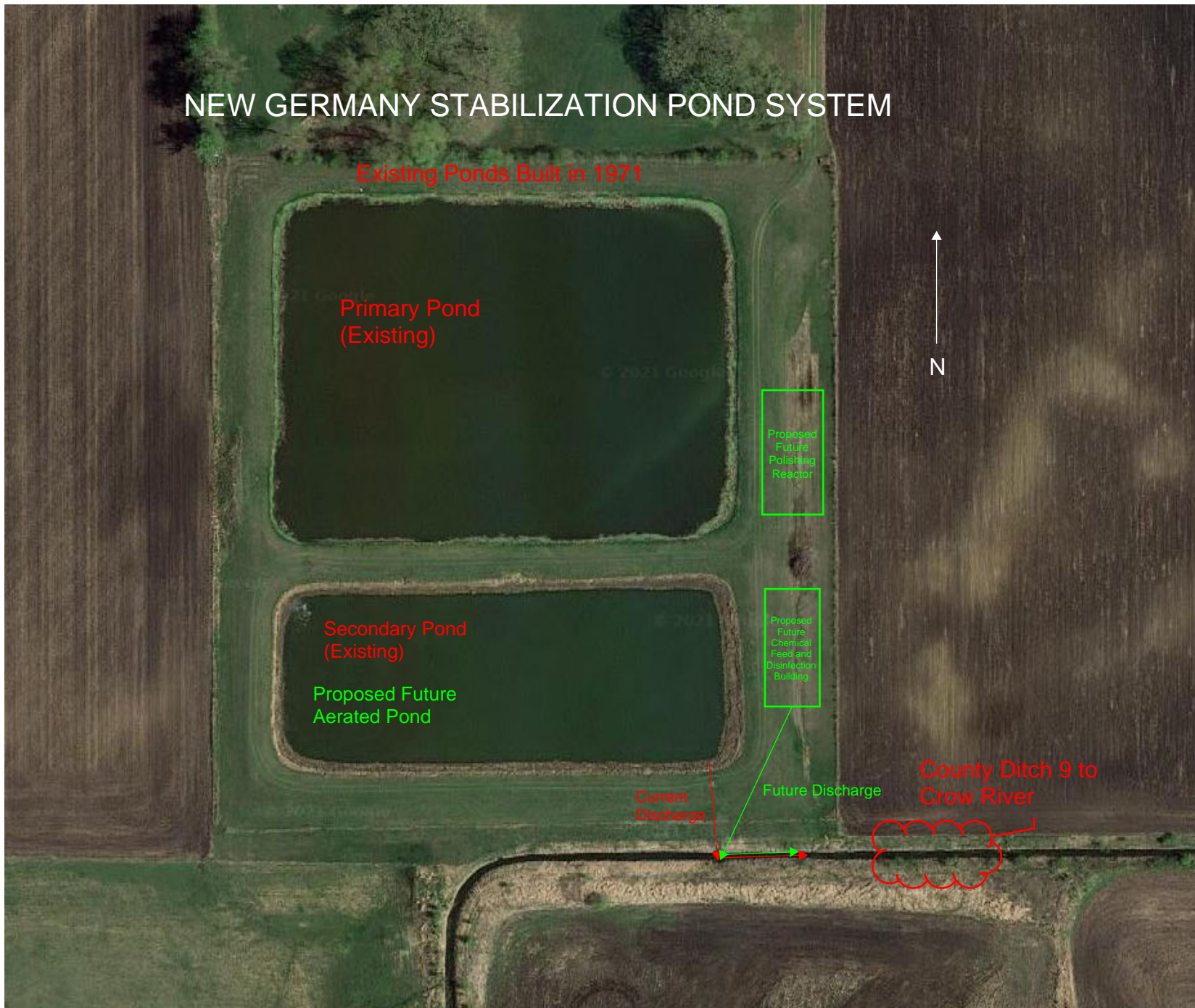
Proposed Future  
Polluting  
Reactor

Proposed Future  
Cleaning  
Facility and  
Sedimentation  
Building

Current  
Discharge

Future Discharge

County Ditch 9 to  
Crow River





# **Community Growth Partnership Initiative 2023 Community Pre-Development Grant Application**

Project name: *Norwood Young America Comprehensive Housing Study*

Applicant: *City of Norwood Young America*

Contact name: *Karen Hallquist, Community & Economic Development Director*

Contact email and phone: [economicdev@cityofnya.com](mailto:economicdev@cityofnya.com) 952-467-1810

Authorized official for contract execution (name and title): *Andrea Aukrust, City Administrator*

## **Project Summary**

*The last housing study completed for Norwood Young America was in 2017 by Community Partners Research. It was funded by Carver County CDA to assess the affordable housing options within Carver County. It is recommended cities have a housing study done every five years.*

*Given the potential for major growth in and around Norwood Young America in the upcoming years (Hwy 212 expansion, Central Public Schools \$37m renovation project), the NYA City Council and Economic Development Commission is wishing to pursue a Comprehensive Housing Needs Study. The study will project housing demand and will provide developers recommendations on the amount and type of housing that could be developed in NYA to satisfy demand from current and future residents. At present time, there is limited affordable and market rate housing. This updated information will be able to provide the framework to assist the City to address housing needs within the community as it continues to grow and the population demographics change.*

## 1. Request Details

1a. Request Amount: **\$7,500**

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Acquisition  | <input type="checkbox"/> Utilities        | <input type="checkbox"/> Sidewalks/Trails      |
| <input type="checkbox"/> Lighting   | <input type="checkbox"/> Site Work        | <input type="checkbox"/> Demolition            |
| <input type="checkbox"/> Landscaping  | <input type="checkbox"/> Roadways         | <input type="checkbox"/> Stormwater            |
| <input type="checkbox"/> Streetscaping  | <input type="checkbox"/> Soil Remediation | <input type="checkbox"/> Environmental cleanup |
| <input type="checkbox"/> Parking  | <input type="checkbox"/> Relocation       |  |
| <input checked="" type="checkbox"/> Other (list) – <i>Comprehensive Housing Study</i> |   |  |

## 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study	May 3, 2023	
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)		Not Applicable
Environmental approvals		Not Applicable
Construction bids		Not Applicable
Permits		Not Applicable
Site control		Not Applicable
Financial closing		Not Applicable
Clean up/demolition		Not Applicable
Begin construction		Not Applicable
Project completion	August 2023	\$15,000
<i>Project Funding Sources</i>		
First mortgage		
General partner cash/other equity		
Syndication proceeds		
Deferred loans		
TIF		
Sales tax/energy rebates		
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI		
City - Economic Development Commission		\$7,500
Other:		
Other:		

2a. Total development cost: NA

Percentage of funds committed: 50%

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

### 3. Project Details

3a. Site address(es) *City of Norwood Young America and surrounding areas*

3b. Site size

3c. Number of parcels

3d. Parcel ID(s):

#### Housing

3e. Are there any existing housing units on the site: Yes No

If so, how many?

Are any of the units vacant? Yes No N/A

3f. Are any of the existing units affordable? Yes No

3g. Housing Units *(Indicate the number of housing units planned in the project)*

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								
Apartments/Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability? Yes No

3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)?

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

Yes No

## Commercial

3l. Are there existing commercial buildings on the site: Yes No If so, how many?  
 Are any of the units vacant? Yes No N/A

3m. Commercial square footage *(Indicate the square footage and jobs planned for the project)*

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages $\geq$ \$17/hour
Retail/commercial						
Industrial						
Office						
Other (Specify)						

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

## 4. Project Costs

4a. Current taxable market value of the site: NA

4b. Anticipated taxable market value after redevelopment: NA

4c. Development costs

Acquisition cost: NA

Total development cost: NA

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition		
Utilities		
Sidewalks/Trails		
Lighting		
Site Work		
Demolition		
Landscaping		
Roadways		
Stormwater		
Streetscaping		
Soil Remediation		
Environmental cleanup		
Parking		
Other - Comprehensive Housing Study	\$15,000	\$7,500
Other		

## 5. Narrative

5a. Describe how this project fits into the city's goals and the Redevelopment Plan, its public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

*There is a significant need for an updated housing study for Norwood Young America. Currently, there are fewer than a dozen available buildable lots for single family homes and a low number of rental facilities – both affordable and market rate. With Carver County being the fastest growing county in MN, Highway 212 expanding to four-lanes within the next two years, Central Public Schools renovating their facilities to accommodate an additional 500 students, plus the expansion of the Tacoma West Industrial Park and the need for workforce housing, Norwood Young America is expected to see significant growth. According to the 2040 Comprehensive Plan, Norwood Young America is projected to reach 3,900 households with a 181 percent increase. The study will identify descriptions of housing, density, and affordability NYA can offer and support for housing opportunities.*

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment. NA

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements. NA

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soil, hazardous waste or other elements? If so, describe the type of clean up. NA

5e. Describe how the project is maximizing the potential of the site. NA

5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur. NA

5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

*The City of Norwood Young America is very grateful for the financial support from the County for any and all purposes – especially related to the topic of housing.*

## **Attachments**

1. City Resolution - attached
2. Location map – attached
3. WSB Comprehensive Housing Study Contract

RESOLUTION NO. 2023-16  
CITY OF NORWOOD YOUNG AMERICA



A Resolution Approving Community Growth Partnership Initiative  
Predevelopment Grant Application

WHEREAS, the City of Norwood Young America has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

WHEREAS, the City has found a call for an updated Comprehensive Housing Study to identify current and future housing needs with findings to provide the framework to assist local decision-makers to address the City's life-cycle housing needs as the community continues to grow; and

WHEREAS, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative Predevelopment Program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the City of Norwood Young America approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

Adopted by the Norwood Young America City Council members this 24<sup>th</sup> day of April 2023.

Carol Lagergren

Carol Lagergren, Mayor

4-24-23

Date

Angela Brumbaugh

Angela Brumbaugh, City Clerk/Finance Director

4-24-2023

Date



May 3, 2023

Ms. Andrea Aukrust  
City Administrator  
City of Norwood Young America  
PO Box 59  
Norwood Young America, MN 55358

**RE: Scope of Work and Fee Proposal for Housing Study**

Dear Ms. Aukrust:

Thank you for the opportunity to complete the comprehensive housing study for the City of Norwood Young America. Based upon the currently existing contract for General Planning Services and reducing the paperwork generated for both organizations, we are proposing an extension of the existing contract to include the Comprehensive Housing Study. This would still have separate invoicing to allow for the tracking of the project and keeping costs within the approved budget.

The proposed scope of work would be as listed in the attached proposal for the Comprehensive Housing Study for the City of Norwood Young America for a fee not to exceed \$15,000 as shown in the proposal.

I hereby authorize WSB to proceed with the above-referenced work under the terms and conditions of the Professional Services Agreement General Planning Services Only, entered into between the City of Norwood Young America and WSB on March 4, 2022.

By: Andrea Aukrust  
Name: Andrea Aukrust  
Title: City Administrator  
Date: May 3, 2023

If you have questions or require additional information, please contact me at (612) 400-3569

Sincerely,

**WSB**

James Gromberg, EDFP  
Economic Development Coordinator

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS MN 55416 | 763 541 4800 | WSBENG.COM

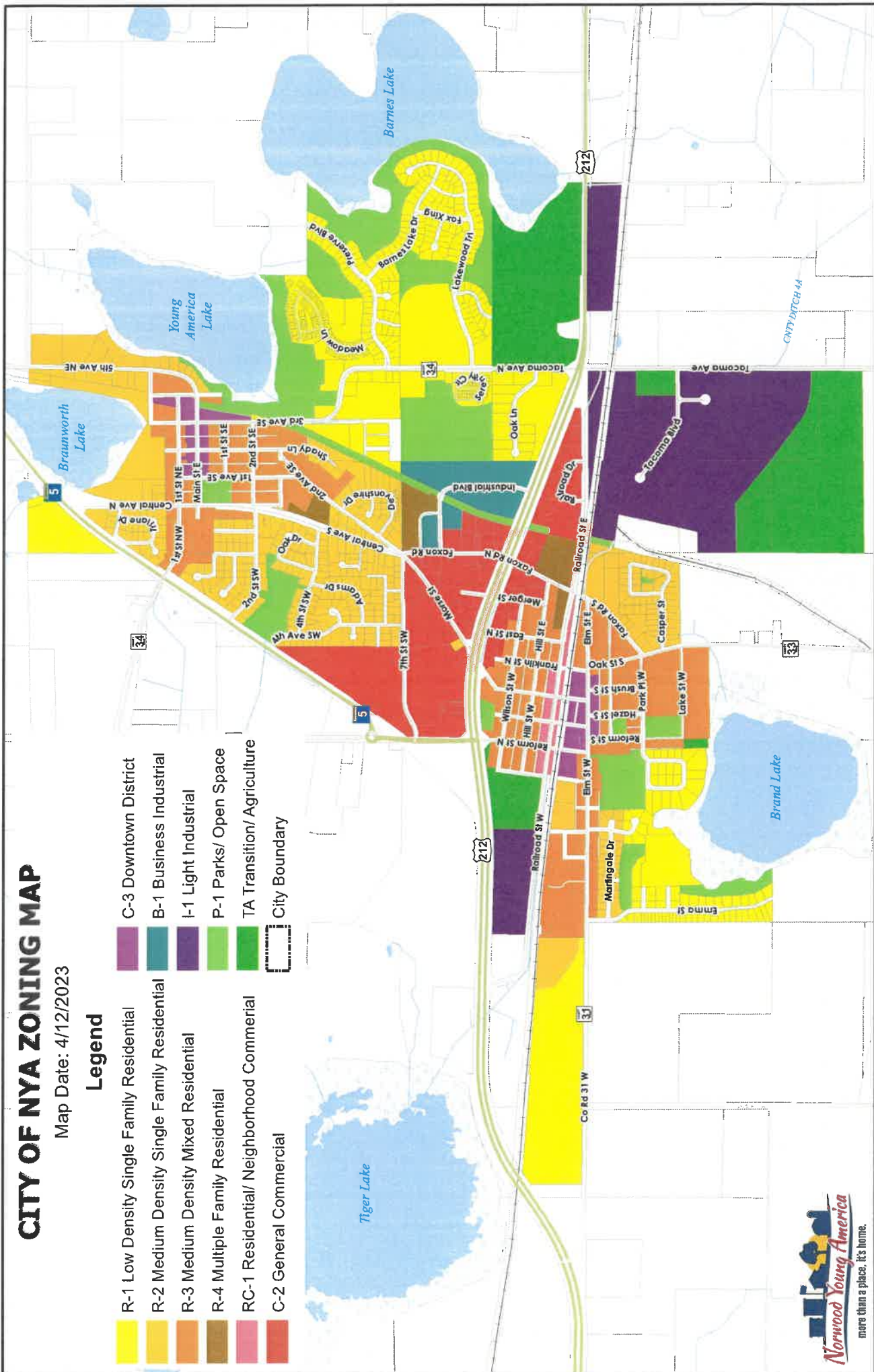


# CITY OF NYA ZONING MAP

Map Date: 4/12/2023

## Legend

- R-1 Low Density Single Family Residential
- R-2 Medium Density Single Family Residential
- R-3 Medium Density Mixed Residential
- R-4 Multiple Family Residential
- RC-1 Residential/ Neighborhood Commercial
- C-2 General Commercial
- C-3 Downtown District
- B-1 Business Industrial
- I-1 Light Industrial
- P-1 Parks/ Open Space
- TA Transition/ Agriculture
- City Boundary





# Board of Commissioners

## Request for Board Action

Meeting date: June 15, 2023

Agenda #: 5D

**DEPARTMENT:** Human Resources

**FILE TYPE:** Regular - Agenda

**TITLE:** Approval of Revised Drug Free Workplace Policy

**PURPOSE/ ACTION REQUESTED:** Approve the Revised Drug Free Workplace Policy

**SUMMARY:** The CCCDA Drug Free Workplace Policy was last reviewed in 2019 when the Employee Handbook was revised. Request to add and modify this policy to specifically address the testing requirements when there is reasonable suspicion an employee is under the influence. MN Statute 181.951 s1 (b) requires we have a written drug and alcohol testing policy in place.

**RECOMMENDATION:** Staff recommends that the CDA Board of Commissioners approve the resolution revising the Drug Free Workplace Policy in the current Carver County CDA Employee Handbook.

**EXPLANATION OF FISCAL/ FTE IMPACTS:**

None  Current budget  Other  Amendment requested  New FTE(s) requested

**RESOLUTION:**

BE IT RESOLVED, by the Carver County Community Development Agency Board of Commissioners, that after review and consideration, the Drug Free Workplace Policy will be amended to Drug & Alcohol-Free Workplace & Testing Policy and is approved as written.

**PREVIOUS BOARD ACTION**

Resolution 19-39 Approving updated personnel policies

**ATTACHMENTS**

Current Drug Free Workplace Policy

Draft Revised Drug & Alcohol-Free Workplace & Testing Policy

**BOARD GOALS**

- Focused Housing Programs    Collaboration    Development/Redevelopment  
 Financial Sustainability    Operational Effectiveness

**PUBLIC ENGAGEMENT LEVEL**

- Inform and Listen    Discuss    Involve    N/A

**CONTACT**

Department Head: Janette Meyer, Human Resources & Operations Manager

Author: Janette Meyer, Human Resources & Operations Manager

The CCCDA recognizes that alcohol and other drugs or controlled substances may cause dependencies that are a significant social problem with a potential for causing severe effects on the CCCDA workplace. The CCCDA recognizes that alcohol and drug dependency may be an illness. Consistent with this understanding, however, it is the CCCDA's obligation to ensure that its employees perform the responsibilities of their job in an efficient, safe and professional manner.

In recognition of the value of a drug and alcohol-free workplace, and in conjunction with the Drug-Free Workplace Act of 1988, the CCCDA maintains the following policy:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. For the purpose of this section, the term "controlled substance" is defined as a controlled substance, which appears in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812). These may include, but are not limited to, narcotics, depressants, stimulants, hallucinogens and cannabis.
2. If an employee is taking medically authorized drugs or other substances, which may alter job performance, the employee is under an affirmative duty to notify the appropriate supervisor of the potential that his/her ability to perform his/her regular duties may be impaired.
3. Any violation of this drug-free policy may lead to disciplinary action, up to and including immediate suspension and/or termination.
4. As a condition of employment, employees will abide by the terms and conditions of this drug-free policy and will notify their supervisor if charged with a drug crime within two days. The CCCDA will deal with information on these charges on a case by case basis, depending on the severity and the circumstances involved, at its sole discretion consistent with applicable laws.
5. The CCCDA will notify the appropriate law enforcement agency when there is a reasonable suspicion that an employee may have illegal drugs in his/her possession at work or on the CCCDA premises. Where it is appropriate, the CCCDA will also notify licensing boards.
6. Employees are prohibited from consuming alcoholic beverages during lunch or dinner meals when returning immediately thereafter to perform work on behalf of the CCCDA. Employees, such as maintenance personnel, who are on-call for certain periods of time, are prohibited from consuming alcohol during his/her on-call period. Employees are advised that in any situation subsequent to the intake of alcohol, where the employee must continue conducting CCCDA business, any employee whose condition or behavior affects his/her work performance shall be subject to possible discipline, up to and including discharge.



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The CCCDA recognizes that alcohol and drug abuse adversely affects an employee's job performance and the kind of work performed, and may affect opportunities for continued employment. The CCCDA is concerned about the use of alcohol and/or drugs if it interferes with an employee's job performance, adversely affects the job performance of other employees, endangers the employee, other employees, clients/tenants, or is detrimental to the CCCDA's mission.

This policy applies to all employees and is applicable at all CCCDA properties or wherever CCCDA employees are performing Agency business. It is also applicable while operating any CCCDA vehicle or equipment at any time, or any personal, rental, or other vehicle while on Agency business.

It is the CCCDA's policy to follow all applicable laws and regulations regarding a drug and alcohol-free workplace and any other matters addressed here. This written policy is intended to summarize how those laws and regulations apply to the CCCDA and its employees. The precise obligations of the CCCDA are established by the applicable laws and regulations, as they evolve from time to time.



The CCCDA prohibits the use, possession, distribution, or being under the influence of alcohol, illegal drugs, or un-prescribed controlled substances while on work premises or performing any work for the CCCDA. Violations of this

### DEFINITIONS:

“Work Related Alcohol and Other Drug Abuse” is defined as the use of mood-altering drugs, including all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana, or the use of prescription drugs when resulting behavior or appearance adversely affects work performance, or the operation of a CCCDA vehicle, equipment, or any personal, rental, or other vehicle while on Agency business at any time.

“Adversely Affect Work Performance” and “Under the Influence” shall be determined to be present if the employee is perceptively impaired, has impaired alertness, coordination, reactions, responses, or efforts; if the employee’s condition threatens the safety of him/herself or others; or if the employee’s condition or behavior presents the appearance of unprofessional or irresponsible conduct detrimental to the public’s perception of the CCCDA as an employer as determined by the supervisor or manager observing the employee. This includes operation of any CCCDA vehicle or equipment, or use of any personal, rental, or other vehicle while on Agency business at any time.

“Controlled Substances” means those substances whose distribution is controlled by regulation or statute, including but not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis.

“Mood-Altering” or “Alter” means changed behavior which may limit an employee’s ability to perform his/her job duties safely and efficiently or poses a threat to the safety of the employee or others.

### NON-DISCRIMINATION

Consistent with its general policy against discrimination, the CCCDA recognizes that disabled individuals should be protected from discriminatory treatment. Under Minnesota law, a disabled person is someone who has a medical or psychological condition which materially impairs major life activities. However, in accordance with Minnesota law, disability does not include any condition resulting from alcohol or other drug abuse which prevents a person from performing essential functions of the job or which creates a direct threat to property or the safety of individuals.

### PROHIBITIONS

- No employee shall report to or perform work for the CCCDA under the influence of alcohol, marijuana, controlled substances, or other drugs which affect his/her alertness, coordination, reaction, response, judgment, decision-making, or safety.
- No employee shall operate, use, or drive any equipment, machinery, or vehicle of the CCCDA, or operate, use, or drive a personal, rental or other vehicle on Agency business, while under the influence of alcohol, marijuana, controlled substances or other mood-altering drugs. Such employee is under an affirmative duty to immediately notify his/her supervisor that he/she is not in an appropriate mental or physical condition to operate, use, or drive the equipment, whether or not belonging to the CCCDA.
- No employee shall unlawfully manufacture, distribute, dispense, possess, transfer, or use alcohol or a controlled substance in the workplace or wherever the CCCDA’s work is being performed.
- Engaging in off-duty sale, purchase, transfer, use, or possession of illegal drugs or controlled substances may have a negative effect on an employee’s ability to perform his/her work for the CCCDA. In such circumstances, the employee is subject to discipline up to and including termination.
- When an employee is taking medically authorized drugs or other substances which may alter job performance, the employee should notify the appropriate supervisor of his/her temporary inability to perform the job duties of his/her position.

The CCCDA may notify the appropriate law enforcement agency when it believes that an employee may have illegal drugs in his/her possession or is involved in other illegal conduct. Employees are prohibited from consuming alcoholic beverages during lunch periods, dinner periods, or breaks when returning immediately thereafter to perform work on behalf of the CCCDA.



As an exception to this policy, if an employee (as part of his/her job duties) is at an Agency approved function (award ceremonies, conference receptions, etc.) where alcohol is being served and no driving is required, it is the employee's responsibility to consume alcohol reasonably and responsibly.

See Appendix D for the TESTING portion of the Drug and Alcohol-Free Workplace and Testing Policy.

## **Drug and Alcohol-Free Workplace and Testing Policy – Appendix D**

### **Carver County Community Development Agency**

#### ALCOHOL AND DRUG TESTING

It is the CCCDA's policy to follow all applicable laws and regulations regarding drug and alcohol testing and the other matters addressed here. This written policy is intended to summarize how those laws and regulations apply to the CCCDA and its employees. The precise obligations of the CCCDA are established by the applicable laws and regulations, as they evolve from time to time.

In order to carry out the CCCDA's commitment to an alcohol and drug-free workplace, the CCCDA reserves the right to require that employees submit to "Reasonable Suspicion" testing in accordance with Minnesota law. Reasonable Suspicion testing may be required when the CCCDA reasonably suspects that the employee is:

- Under the influence of drugs or alcohol
- Has violated the CCCDA's written work rules prohibiting drug and alcohol use
- Has sustained or caused another employee to sustain personal injury
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident
- Was operating or was a passenger in a CCCDA vehicle (or persona, rental, or other vehicle on Agency business) that was involved in an accident

For "Reasonable Suspicion" to exist, there must be a basis for forming a belief that testing is justified based on specific facts and rational inferences drawn from those facts.

#### CONDUCTING THE TESTING

Consent: All people to be tested will be required to complete and sign an employee consent form (attached). Substance abuse testing will not be performed unless a signed consent is in the possession of the CCCDA. Each form must also be witnessed by a designated person within the CCCDA.

Refuse to Participate: An employee has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with the CCCDA policy and may result in disciplinary action up to and including termination of employment.

The Laboratory: The laboratory selected to perform testing must be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) (certification formerly provided by the National Institute on Drug Abuse (NIDA)), the College of American Pathologists (CAP), or the Minnesota Department of Health.

#### TEST RESULTS

Negative (passed) Tests: Negative test results on an initial test will be provided in writing to the CCCDA within three working days after the test result. The employee will receive written notification of the test result within three working days after the CCCDA is notified of the result.

Positive (failed) Tests: A confirmatory test will be performed on all samples that result in a positive test result on an initial test. Positive test results will be provided in writing to the CCCDA within three working days after a confirmatory test. The employee will receive written notification of a confirmatory test result within three working days after the CCCDA is notified of such result. In the case of a positive test result on a confirmatory test, the tested individual may, within three working days after notice of the test result, explain the result or request a confirmatory retest of the original sample at the individual's own expense. If a confirmatory retest is requested, the employee must notify the CCCDA in writing, within five working days after notice of the confirmatory test result, of his or her intention to obtain a retest.



Right to Obtain Test Result: The employee has the right to request and receive from the CCCDA a copy of the test results report on any drug or alcohol test.

Costs: All costs related to alcohol and drug testing will be paid by the CCCDA, except for confirmatory retests which must be paid for by the employee requesting the retest.

#### DISCIPLINARY ACTION IN RESPONSE TO A POSITIVE (FAILED) TEST RESULT

Interim Disciplinary Action: The CCCDA reserves the right to transfer an employee with a positive test to another position at the same rate of pay. The CCCDA also reserves the right to temporarily suspend the employee (and prohibit further use of any Company vehicles or equipment) pending the outcome of the confirmatory test (and, if requested, the confirmatory re-test) if it believes that it is reasonably necessary to do so to protect the health and safety of the employee, co-workers and/or the public. An employee who is suspended without pay will be reinstated with back-pay if the confirmatory test or re-test is negative.

First Failed Test – Discharge: The CCCDA will not discharge an employee if the employee tests positive on a confirmatory test and the positive confirmatory test was the first such result unless:

1. The employee is given an opportunity to participate in, at the employee's expense or pursuant to coverage under the employee's healthcare benefit plan, a drug or alcohol counseling or rehabilitation program; and
2. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete it. The type of counseling or rehabilitation program in which the employee participates will be determined by the CCCDA after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency.

First Failed Test – Discipline: The CCCDA reserves the right to take any other disciplinary action short of discharge which it deems warranted in the event of an employee's first positive confirmatory test result.

Second Failed Test: The CCCDA is free to discharge an employee who tests positive on a confirmatory test and who has previously had a positive confirmatory test result. This action may be taken without first referring the employee to a chemical dependency counseling or rehabilitation program.

#### Privacy of Test Results:

- Test results and other information acquired because of the testing program are private and confidential information and will not be disclosed by the CCCDA or the testing laboratory to non-management employees or to third party individuals, government agencies, or private organizations without written consent of the applicant or the employee being tested, or court or similar order.
- Evidence of a positive test result on a confirmatory test, however, may be used in an arbitration proceeding pursuant an administrative hearing, or a judicial proceeding, provided the information is relevant to the hearing or proceeding. Such evidence may also be disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order. Evidence of a positive test result on a confirmatory test may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment.
- The CCCDA will provide an employee with access to information in the employee's file relating to positive test result reports and other information acquired in the testing process as well as conclusions drawn from, or actions taken based upon such information.

#### RESOURCES

The CCCDA encourages those who wish to voluntarily seek assistance for questions or problems related to drugs and/or alcohol to do so by accessing community resources. In addition, employees are encouraged to contact their health insurance carrier for information and resources. The CCCDA will promote awareness of its Drug and Alcohol Testing Policy by providing all employees asked to undergo testing with a copy of the policy, and by maintaining a copy of the policy for review in the Personnel Policies Handbook.

**Drug and Alcohol-Free Workplace and Testing Policy – Appendix D**

**Carver County Community Development Agency**

**ACKNOWLEDGEMENT AND CONSENT FORM  
TO BE PROVIDED BEFORE REQUESTING DRUG AND ALCOHOL TESTING**

I acknowledge that I have been provided with a written copy of the CCCDA Drug and Alcohol-Free Workplace and Testing Policy.

I have read this policy and understand its contents. I understand what conduct is prohibited by the policy and the consequences of engaging in prohibited conduct. I understand my rights under the policy, the consequences if I exercise those rights, and that certain events as described in the policy may result in negative personnel decisions including reassignment, discipline, or termination.

I hereby voluntarily consent to (Testing, collection entity) or other persons or entities acting for or with them to collect a sample from me for testing for alcohol or drugs, in accordance with the CCCDA's policy.

I further voluntarily consent that the entity selected by the CCCDA may conduct testing or other analysis on the sample provided by me and may disclose to the CCCDA test result data.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual to be Tested

\_\_\_\_\_  
Name Printed of Individual to be Tested

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name Printed of Witness