



## CITY OF ANNANDALE COUNCIL MEETING AGENDA

Meeting #3  
Regular Meeting  
City Council Chambers

February 13, 2023  
6:30 P.M.

Mayor: Shelly Jonas  
Councilmember's: Matthew Wuollet  
Corey Czycalla  
Tina Honsey  
JT Grundy

For those who would like to view or listen to the public meeting, there are two options:  
Online:

Or Telephone: <https://us02web.zoom.us/j/85314015986?pwd=SWIPNkhQNG5ac0t0NUQ4SDJpbDhGdz09>

Webinar ID: 853 1401 5986  
Passcode: 512623

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1. CALL TO ORDER/ROLL CALL/ADOPT AGENDA
2. APPROVAL OF [MINUTES](#)
3. VISITOR'S
  - A. [Wright County Health and Human Services- Radon Program](#)
4. PUBLIC HEARING
5. OPEN FORUM
6. CONSENT AGENDA
  - A. [Approve Auditing Claims](#)
  - B. [Approve Departments Reports](#)
  - C. [Accept Park Commission Resignation](#)
  - D. [DT Beautification Grant- Pro Nails](#)
  - E. [Approve Extension of Final Plat- Willows of Annandale](#)
  - F. [Special Events- Running Tangents](#)
  - G. [Set Local Board of Review Meeting](#)
  - H. [Resolution Accepting Navigator Grant](#)
  - I. [Resolution Purchasing Bobcat](#)
  - J. [Temporary Utility Easement- Preserve at Lake John](#)
  - K. [Approve Employment Anniversaries/Step Increases](#)
7. REMOVED CONSENT ITEMS

**8. UNFINISHED BUSINESS- NONE**

**9. NEW BUSINESS**

- A. [Proposal from 10,000 Lakes Recreation for a Paddleboard Kiosk at Municipal Park](#)
- B. [Resolution Providing for the Competitive Negotiate Sale of \\$2,880,000 GO Utility Revenue Bonds, Series 2023A](#)
- C. [Resolution Approving PFA Application for Water Tower Improvements](#)
- D. [Review THC Draft Ordinance](#)

**10. MAYOR/COUNCIL REPORTS**

- A. Annual Department Reports

**11. ADJOURNMENT**

**MINUTES**  
**ANNANDALE CITY COUNCIL**  
**January 9, 2023**

**CALL TO ORDER/ROLL CALL:** The City Council of Annandale, Minnesota met for a regular meeting on January 9, 2023 at 6:30 p.m. at the City Hall Community Room. Mayor Jonas called the meeting to order at 6:30 p.m.

City Council Present: Jonas, Wuollet, Czycalla, Honsey, Grundy. City Council members absent: None. Also, present were Administrator Hinnenkamp, Public Works Director Haller, Police Chief Standafer and the Annandale Advocate.

**SET AGENDA:** A motion was made by Czycalla and seconded by Honsey to approve the agenda as presented. The motion carried unanimously.

All motions are approved unanimously unless otherwise noted.

**OATH ADMINISTERED**

Hinnenkamp Administered the Oath of Office for Mayor Jonas and Council Members Honsey and Czycalla.

**MINUTES:** A motion was made by Wuollet and seconded by Honsey to approve the minutes from December 12, 2022 as presented.

**VISITORS:** None

**PUBLIC HEARINGS:** None

**OPEN FORUM:** None

**CONSENT AGENDA:**

A motion was made by Wuollet and seconded by Honsey, to approve the Consent Agenda as presented.

- A. Approve Auditing Claims
- B. Approve Departments Reports
- C. Resolution 22-03 Accept Donations
- D. Approve Employment Anniversaries/Step Increases
- E. Approve Catholic Charities Site Agreement
- F. Resolution 22-01 approving Annual Appointments
- G. Resolution 22-02 2023 Fire Appointments
- H. 2022 Committee Appointments
- I. Accept Resignation of Fire Fighter
- J. Appoint Fire Fighter
- K. Approve Lawful Gambling Application- Conservation Club
- L. Appointment of Planning Commissioner
- M. Approve 2023 Meeting Dates
- N. Approve Union Agreement

**REMOVED CONSENT ITEMS:**

## **UNFINISHED BUSINESS: NONE**

### **NEW BUSINESS:**

**Resolution 22-04 Authorizing Submittal of Grant Application-** A motion was made by Grundy and seconded by Czycalla to Approve Resolution 23-04 Authorizing Submittal of Grant application to the League of MN Cities Navigator Program. ROLL CALL: Ayes: Honsey, Czycalla, Jonas, Wuollet, Grundy. Nays: None. Absent: None. Abstain: None. Resolution 23-04 adopted on a 5-aye, 0-nay, 0-absent, 0-abstain vote.

**Resolution Authorizing Purchase of Products and Services-** A motion was made by Wuollet and seconded by Czycalla to Approve Resolution 23-05 Authorizing Purchase of Products and Services from M&M Sales and Service. ROLL CALL: Ayes: Honsey, Czycalla, Wuollet, Grundy. Nays: None. Absent: None. Abstain: Jonas. Resolution 23-05 adopted on a 0-aye, 0-nay, 1-absent, 0-abstain vote.

**Approve Sale of Truck-** A motion was made by Wuollet and seconded by Honsey to approve the sale of the 2000 Chevy Pickup Truck through auction.

**Employee Medical Expense Reimbursement Policy-** A motion was made by Czycalla and seconded by Honsey to approve Resolution 22-06 Employee Medical Expense Reimbursement Policy. ROLL CALL: Ayes: Honsey, Czycalla, Jonas, Wuollet, Grundy. Nays: None. Absent: None. Abstain: None. Resolution 23-06 adopted on a 5-aye, 0-nay, 0-absent, 0-abstain vote.

### **MAYOR/COUNCIL REPORTS:**

Haller reported they have been busy with snowplowing.

Standafer reported there have been a few accidents due to weather, but they have been minor.

Czycalla asked about the signage at the Business Park. He was asked if business names were supposed to be part of the signage. Hinnenkamp said that was not part of the plan and MN Dot would not permit that type of signage.

Wuollet commented that there has been some work on the Triathlon.

Jonas and Honsey informed the Council we are finalizing a purchase agreement on the Pandora Building and there is likely a special meeting will be needed.

### **ADJOURNMENT:**

Moved by Wuollet seconded by Grundy to adjourn. The meeting was adjourned at 6:59pm.

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Shelly Jonas, Mayor



ATTEST:

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Kelly Hinnenkamp, City Administrator



# City Council Agenda

February 13, 2023

**Agenda Section:** Visitors

**Agenda No.** 3A

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Wright County Public Health

**Core Strategy:**

- |   |  |
|---|--|
| <input type="checkbox"/> Inspire Community Engagement       | <input type="checkbox"/> Provide Proactive Leadership                            |
| <input type="checkbox"/> Increase Operational Effectiveness | <input checked="" type="checkbox"/> Ensure Safe/Well Kept Community              |
| <input type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other: <a href="#">Click or tap here to enter text.</a> |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails |  |

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**Background**

Gavin Woodland with Wright County Public Health, requested to be on the Agenda to present information regarding radon programs.

**Recommended Action**

None

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**Attachments:**

None



# radon

A brief guide on how to keep you  
safe from radon

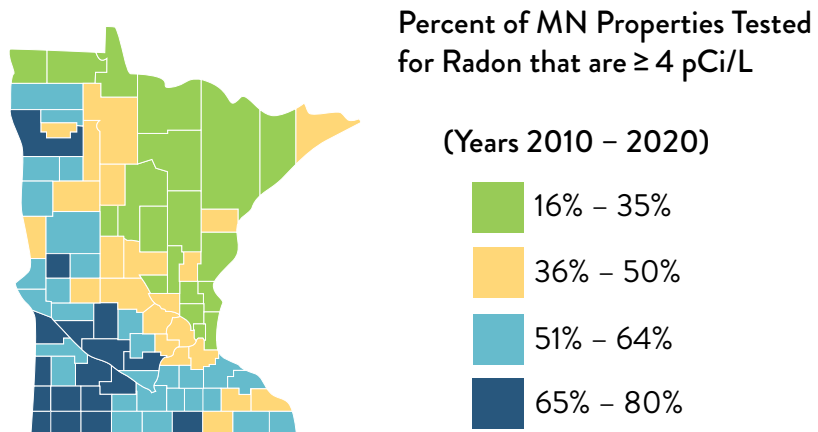


## What is radon?

Radon is a colorless and odorless gas found in the soil and common throughout Minnesota. Because soil is porous, radon moves up from the soil and into the home. The gas can accumulate in the air we breathe becoming a health concern.

## Why is it a health concern?

Radon gas decays into small particles that are radioactive and when we inhale these small particles they can damage the lung. Exposure to radon over a long period of time can lead to lung cancer. In Minnesota, more than **two in five homes have radon levels that pose a significant health risk.**



## What is a safe level of radon?

Any radon level poses some health risk and it is not possible to reduce radon to zero. The best approach is to lower the radon level as much as possible. The Environmental Protection Agency (EPA) has set the action level at 4 pCi/L (picocuries of radon per liter of air). **At 4 pCi/L or higher it is recommended a radon mitigation system is installed to reduce the radon level.**

## What can I do?

MDH recommends all Minnesotans test their home for radon. A radon test is the only way to find out how much radon is in your home. You can test your home yourself or hire a licensed professional. The result from a properly performed test will help you decide if you need to reduce your home's radon levels.

### Test for radon



The two basic radon tests available are a short-term and a long-term test. **Do a short-term test first.** Your local health department or government agency may offer test kits at reduced prices. Information on where to find radon test kits can be found at the MDH

website. When buying a home consider hiring a licensed radon professional to perform the test. The back of this guide provides recommended actions to take based on the test results.

### Reduce radon – if high



If radon is high, hire a licensed radon professional to install a radon mitigation system. Radon mitigation systems use a fan to pull air from the soil and exhaust it outdoors. All systems should reduce radon below the EPA action level of 4 pCi/L. Once installed, the licensed professional will place a tag on the system. Call MDH if you have questions or wish to request an inspection.

### Find more information



**[mn.gov/radon](https://mn.gov/radon)** – Information on radon and where to find radon test kits.

**[mn.gov/radonpro](https://mn.gov/radonpro)** – List of licensed radon professionals.

# Radon Testing Guidelines

— Start with a short-term test —

## Understanding your first test result

Result (pCi/L)	Action
Less than 2	Retest every 2 to 5 years
Between 2 to 8	Do a second test, either a short or long-term test
8 or greater	Do another short-term test

## Understanding your second test result

Result (pCi/L)	Action
Less than 2	Retest every 2 to 5 years
Between 2 to 4	Consider mitigating
4 or greater	Mitigate

*Deciding to mitigate should be based on the long-term test result or the average of two short-term tests.*

*In real estate transactions, the decision to mitigate should be based on a continuous monitor test or the average of two short-term tests done side by side.*

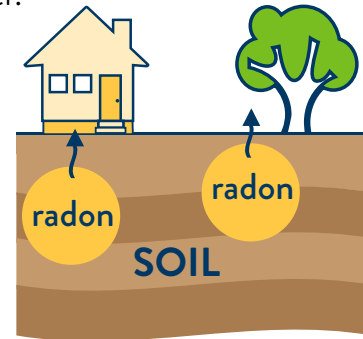
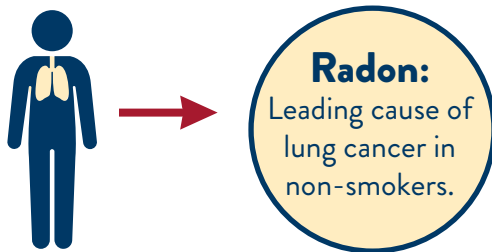
Indoor Air Unit  
PO Box 64975  
St. Paul, MN 55164-0975  
651-201-4601  
[health.indoorair@state.mn.us](mailto:health.indoorair@state.mn.us)  
[mn.gov/radon](http://mn.gov/radon)

Updated 9/2022

# Understanding Radon

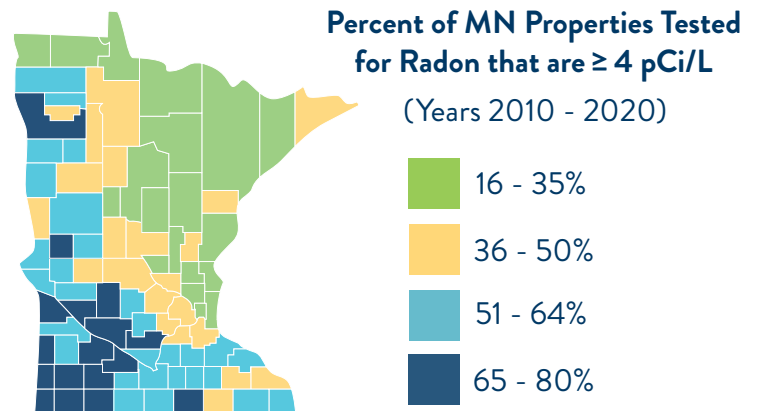
## What is radon?

Radon is a colorless and odorless gas found in the soil and common throughout Minnesota. Because soil is porous, radon moves up from the soil and into the home. The gas can accumulate in the air we breathe becoming a health concern. Radon gas decays into fine particles that are radioactive. When inhaled, these fine particles can damage the lung. Exposure to radon over a long period of time can lead to lung cancer.



## What are the levels in Minnesota?

Radon is a serious public health concern in Minnesota. The average radon level in Minnesota is more than three times higher than the U.S. radon level. **In Minnesota, more than two in five homes have radon levels that pose a significant health risk.**



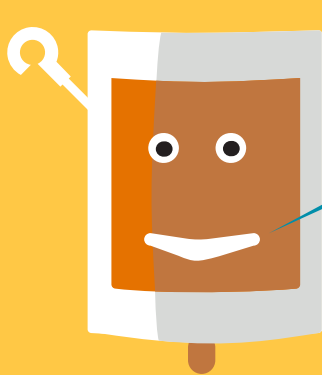
## What is a safe level?

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## What can I do?

MDH recommends all Minnesotans test their home for radon. A radon test is the only way to find out how much radon is in your home. You can test your home yourself. Start with a short-term test. Your local health department or government agency may offer test kits at reduced prices. You can also order a short-term radon test kit at [mn.radon.com](https://mn.radon.com). If the radon is high, hire a licensed radon professional to install a radon mitigation system. Licensed radon professionals are on MDH's website at [mn.gov/radonpro](https://mn.gov/radonpro).

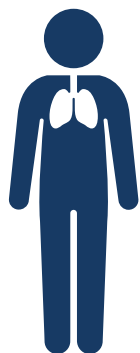
You can find more information on radon, including ordering a radon test kit and how to understand your radon test result, at [mn.gov/radon](https://mn.gov/radon).



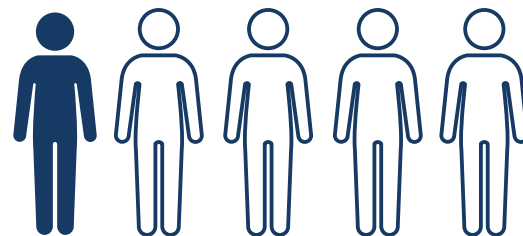
**hello!**

*I'm your new  
radon test kit.*

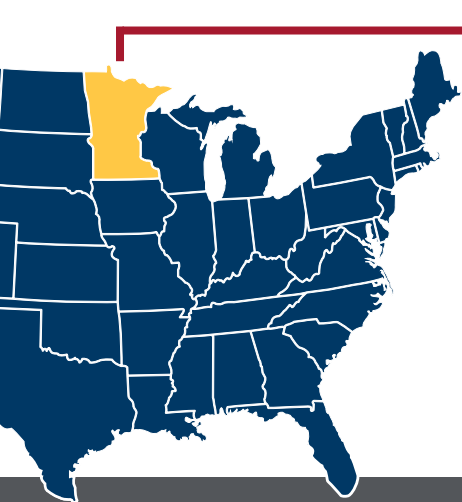
Take me out of my plastic  
wrapping and hang me up  
by my hook!



**Radon:**  
Leading cause of  
lung cancer for  
non-smokers.



Only **1 out of 5** lung cancer  
patients are living 5 years after  
diagnosis.



Minnesota's  
radon levels are  
more than **3x**  
higher than the  
rest of the  
United States.



**2 out of 5** Minnesota homes have  
high radon levels.

**YOU** can reduce your lung cancer risk by  
**TESTING** your home for radon



**I'm easy to use!**

Turn over to find out how.



**mn** DEPARTMENT  
OF HEALTH

## In **5** Easy Steps

3

[illegible]

- 4

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# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 6A

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Auditing Claims

**Core Strategy:**

- ☐ Inspire Community Engagement
- ☒ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☐ Ensure Safe/Well Kept Community
- ☒ Other: Compliance

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**Background**

Attached is a copy of the Auditing Claims presented for approval for all claims paid or to be paid since the prior Council meeting.

**Recommended Action**

Approve Auditing Claims

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**Attachments:**

Auditing Claims

## Report Criteria:

Detail report.  
Invoices with totals above \$0 included.  
Paid and unpaid invoices included.  
Invoice Detail.GL Account = "001"-"699"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ACTIVE911 INC</b>								
5348	ACTIVE911 INC	463404	ACTIVE 911	01/07/2023	360.00	360.00	01/25/2023	
Total ACTIVE911 INC:					360.00	360.00		
<b>ANNANDALE ADVOCATE</b>								
180	ANNANDALE ADVOCATE	13123	MINUTES	01/31/2023	544.50	.00		
180	ANNANDALE ADVOCATE	13123	YEAR IN REVIEW	01/31/2023	45.00	.00		
180	ANNANDALE ADVOCATE	13123	RECYCLING	01/31/2023	74.50	.00		
Total ANNANDALE ADVOCATE:					664.00	.00		
<b>ANNANDALE AREA CHAMBER OF</b>								
190	ANNANDALE AREA CHAMBER	11123	2023 DUES	01/11/2023	225.00	225.00	01/25/2023	
190	ANNANDALE AREA CHAMBER	2053	MAIN STREET HOLIDAY SPONS	01/15/2023	300.00	300.00	01/25/2023	
Total ANNANDALE AREA CHAMBER OF:					525.00	525.00		
<b>ANNANDALE PUBLIC SCHOOLS</b>								
250	ANNANDALE PUBLIC SCHOOLS	12623	REC PARK OPERATING EXP	01/26/2023	10,056.00	.00		
Total ANNANDALE PUBLIC SCHOOLS:					10,056.00	.00		
<b>ANNANDALE-MAPLE LAKE</b>								
230	ANNANDALE-MAPLE LAKE	DEC22WWTP	DECEMBER FLOW	01/15/2023	48,405.00	48,405.00	01/25/2023	
230	ANNANDALE-MAPLE LAKE	NOV22WWTP	NOVEMBER FLOW	12/15/2022	47,838.00	47,838.00	02/09/2023	
Total ANNANDALE-MAPLE LAKE:					96,243.00	96,243.00		
<b>ARAMARK UNIFORM SERVICES</b>								
286	ARAMARK UNIFORM SERVICES	2530094148	WATER UNIFORMS	01/05/2023	122.43	122.43	01/25/2023	
286	ARAMARK UNIFORM SERVICES	2530096208	WATER UNIFORMS	01/12/2023	49.37	49.37	02/01/2023	
286	ARAMARK UNIFORM SERVICES	2530099240	SEWER UNIFORMS	01/19/2023	49.37	49.37	02/01/2023	
Total ARAMARK UNIFORM SERVICES:					221.17	221.17		
<b>ARROWWOOD RESORT AND</b>								
310	ARROWWOOD RESORT AND	12623	HOTEL FOR OFFICER TRAININ	01/26/2023	1,100.64	1,100.64	02/01/2023	
Total ARROWWOOD RESORT AND:					1,100.64	1,100.64		
<b>AT&amp;T MOBILITY</b>								
5317	AT&T MOBILITY	287314070103	PW CELL PHONE	12/25/2022	88.51	88.51	01/20/2023	
5317	AT&T MOBILITY	287314070103	WATER CELL PHONE	12/25/2022	85.91	85.91	01/20/2023	
5317	AT&T MOBILITY	287314070103	WW CELL PHONE	12/25/2022	85.91	85.91	01/20/2023	
5317	AT&T MOBILITY	287314070103	PD CELL PHONE	12/25/2022	133.89	133.89	01/20/2023	
5317	AT&T MOBILITY	287314070103	FD IPAD	12/25/2022	37.18	37.18	01/20/2023	
5317	AT&T MOBILITY	287314070103	CITY CELL PHONE	12/25/2022	44.63	44.63	01/20/2023	
5317	AT&T MOBILITY	287314070103	AIR CARDS	12/25/2022	152.92	152.92	01/20/2023	
5317	AT&T MOBILITY	287314070103	CITY CELL PHONE	01/25/2023	44.69	44.69	02/09/2023	
5317	AT&T MOBILITY	287314070103	AIR CARDS	01/25/2023	152.92	152.92	02/09/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5317	AT&T MOBILITY	287314070103	FD IPAD	01/25/2023	37.18	37.18	02/09/2023	
5317	AT&T MOBILITY	287314070103	PD CELL PHONE	01/25/2023	134.07	134.07	02/09/2023	
5317	AT&T MOBILITY	287314070103	WW CELL PHONE	01/25/2023	86.01	86.01	02/09/2023	
5317	AT&T MOBILITY	287314070103	WATER CELL PHONE	01/25/2023	86.01	86.01	02/09/2023	
5317	AT&T MOBILITY	287314070103	PW CELL PHONE	01/25/2023	88.61	88.61	02/09/2023	
Total AT&T MOBILITY:					1,258.44	1,258.44		
<b>AUGUSTA GARAGE DOOR</b>								
5302	AUGUSTA GARAGE DOOR	4149	ATTC HINGES	01/10/2023	327.00	327.00	02/09/2023	
Total AUGUSTA GARAGE DOOR:					327.00	327.00		
<b>BERGLUND BAUMGARTNER KIMBALL &amp; GLASER</b>								
5194	BERGLUND BAUMGARTNER KI	DEC22 SRVCS	BBKG PROSECUTION SERVICE	01/06/2023	1,883.10	1,883.10	01/25/2023	
Total BERGLUND BAUMGARTNER KIMBALL & GLASER:					1,883.10	1,883.10		
<b>BLUE CROSS BLUE SHIELD OF MN</b>								
5318	BLUE CROSS BLUE SHIELD OF	230103287750	INSURANCE	01/03/2023	80.55	80.55	01/20/2023	
5318	BLUE CROSS BLUE SHIELD OF	230201094797	INSURANCE	02/01/2023	49.89	49.89	02/09/2023	
Total BLUE CROSS BLUE SHIELD OF MN:					130.44	130.44		
<b>BOLTON &amp; MENK, INC</b>								
463	BOLTON & MENK, INC	305632	2020 IMP PROJECT- PFA LOAN	01/26/2023	742.50	.00		
463	BOLTON & MENK, INC	305633	TRIPLETT FARMS 3RD ADDN	01/26/2023	187.50	.00		
463	BOLTON & MENK, INC	305635	GENERAL	01/26/2023	130.00	.00		
463	BOLTON & MENK, INC	305636	LAKE JOHN PLAT REVIEW	01/26/2023	5,023.00	.00		
463	BOLTON & MENK, INC	305637	PINTAIL PONDS APT- PLAT REVI	01/26/2023	732.50	.00		
463	BOLTON & MENK, INC	305638	HEMLOCK	01/26/2023	13,741.50	.00		
463	BOLTON & MENK, INC	305639	TH 55	01/26/2023	4,147.50	.00		
463	BOLTON & MENK, INC	305640	LAKE JOHN- PLANS AND SPEC	01/26/2023	4,422.50	.00		
463	BOLTON & MENK, INC	305641	WATER TOWER	01/26/2023	2,592.50	.00		
Total BOLTON & MENK, INC:					31,719.50	.00		
<b>BUREAU OF CRIMINAL APPREHENSION</b>								
5002	BUREAU OF CRIMINAL APPREH	12523	VENDOR BACKGROUND CHEC	01/25/2023	33.25	33.25	01/25/2023	
Total BUREAU OF CRIMINAL APPREHENSION:					33.25	33.25		
<b>CARDMEMBER SERVICE</b>								
4743	CARDMEMBER SERVICE	January 2023	RIPLEY 1 STOP LITTLE FA	01/18/2023	91.15	91.15	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	HOME DEPOT- 703-49450-403	01/18/2023	508.79	508.79	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	RURAL WATER- 703-49450-331	01/18/2023	265.00	265.00	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	NORTHERN TOOL EQUIPMNT R	01/18/2023	223.11	223.11	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	ZOOM.US 888-799-9666 WWW.Z	01/18/2023	59.04	59.04	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	MICROSOFT*SUBSCRIPTION M	01/18/2023	7.50	7.50	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	USPS PO 2603000302 ANNAND	01/18/2023	27.90	27.90	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	AMZN MKTP US*QX1JX9E33 AM	01/18/2023	74.94	74.94	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	AMAZON.COM*RE8FN5YE3 A A	01/18/2023	99.99	99.99	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	AMAZON.COM*SC9VM4P63 AM	01/18/2023	80.67	80.67	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	AMZN MKTP US*KZ0CX11D3 AM	01/18/2023	27.89	27.89	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	AMZN MKTP US*5T2EM59L3 AM	01/18/2023	98.92	98.92	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	GALLS 859-266-7	01/18/2023	515.25	515.25	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	RECONYX BILLING@RE	01/18/2023	5.00	5.00	02/06/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
4743	CARDMEMBER SERVICE	January 2023	TASER SELF-DEFENSE TASER.	01/18/2023	257.67	257.67	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	BOLAND PRODUCTION SUPP 8	01/18/2023	178.52	178.52	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	PAYPAL *IAPE IAPE 818-846-2	01/18/2023	65.00	65.00	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	SPYTEC GPS INC. 877-212-7	01/18/2023	24.95	24.95	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	WPSG INC. 610--8578	01/18/2023	44.00-	44.00-	02/06/2023	
4743	CARDMEMBER SERVICE	January 2023	FLASHLIGHTDISTRIBUTOR. 877	01/18/2023	1,097.00	1,097.00	02/06/2023	
Total CARDMEMBER SERVICE:					3,664.29	3,664.29		
<b>CASH</b>								
587	CASH	13123-DMV 2n	CASH FOR 2ND DOOR	01/31/2023	280.00	280.00	02/06/2023	
Total CASH:					280.00	280.00		
<b>CENTER POINT ENERGY</b>								
2511	CENTER POINT ENERGY	JAN23-240 PL	HOCKEY RINK	01/13/2023	199.36	199.36	01/25/2023	
2511	CENTER POINT ENERGY	JAN23-30 CED	CITY HALL	01/13/2023	1,105.38	1,105.38	01/25/2023	
2511	CENTER POINT ENERGY	JAN23-330 OA	PAVILION	01/13/2023	146.45	146.45	01/25/2023	
2511	CENTER POINT ENERGY	JAN23-340 PO	FD	01/13/2023	1,516.48	1,516.48	01/25/2023	
2511	CENTER POINT ENERGY	JAN23-350 PO	OLD PW SHOP	01/13/2023	156.96	156.96	01/25/2023	
2511	CENTER POINT ENERGY	JAN23-541 AS	WTP	01/13/2023	1,762.74	1,762.74	01/25/2023	
2511	CENTER POINT ENERGY	JAN23-551 PO	TC	01/13/2023	208.14	208.14	01/25/2023	
2511	CENTER POINT ENERGY	JAN23-74 OAK	74 OAK A3	01/13/2023	66.21	66.21	01/25/2023	
2511	CENTER POINT ENERGY	JAN23-74 OAK	74 OAK HSE	01/13/2023	231.72	231.72	01/25/2023	
Total CENTER POINT ENERGY:					5,393.44	5,393.44		
<b>CENTRA SOTA COOPERATIVE</b>								
646	CENTRA SOTA COOPERATIVE	6311265	FUEL - PW	01/05/2023	981.03	981.03	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311265	FUEL - STREETS	01/05/2023	341.23	341.23	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311265	FUEL - PARKS	01/05/2023	341.24	341.24	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311265	FUEL - WATER	01/05/2023	234.59	234.59	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311265	FUEL - SEWER	01/05/2023	234.59	234.59	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311266	FUEL - PW	01/05/2023	167.73	167.73	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311266	FUEL - STREETS	01/05/2023	58.34	58.34	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311266	FUEL - PARKS	01/05/2023	58.34	58.34	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311266	FUEL - WATER	01/05/2023	40.11	40.11	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311266	FUEL - SEWER	01/05/2023	40.11	40.11	01/25/2023	
646	CENTRA SOTA COOPERATIVE	6311363	FUEL - PW	01/17/2023	723.68	723.68	02/06/2023	
646	CENTRA SOTA COOPERATIVE	6311363	FUEL - STREETS	01/17/2023	251.72	251.72	02/06/2023	
646	CENTRA SOTA COOPERATIVE	6311363	FUEL - PARKS	01/17/2023	251.72	251.72	02/06/2023	
646	CENTRA SOTA COOPERATIVE	6311363	FUEL - WATER	01/17/2023	173.05	173.05	02/06/2023	
646	CENTRA SOTA COOPERATIVE	6311363	FUEL - SEWER	01/17/2023	173.05	173.05	02/06/2023	
646	CENTRA SOTA COOPERATIVE	6311364	FUEL - PW	01/17/2023	145.77	145.77	02/01/2023	
646	CENTRA SOTA COOPERATIVE	6311364	FUEL - STREETS	01/17/2023	50.70	50.70	02/01/2023	
646	CENTRA SOTA COOPERATIVE	6311364	FUEL - PARKS	01/17/2023	50.71	50.71	02/01/2023	
646	CENTRA SOTA COOPERATIVE	6311364	FUEL - WATER	01/17/2023	34.86	34.86	02/01/2023	
646	CENTRA SOTA COOPERATIVE	6311364	FUEL - SEWER	01/17/2023	34.86	34.86	02/01/2023	
Total CENTRA SOTA COOPERATIVE:					4,387.43	4,387.43		
<b>CENTRAL LAND TITLE</b>								
614	CENTRAL LAND TITLE	2323	EARNEST MONEY- 20 OAK S	02/03/2023	5,000.00	5,000.00	02/06/2023	
Total CENTRAL LAND TITLE :					5,000.00	5,000.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CENTRAL MCGOWAN INC</b>								
635	CENTRAL MCGOWAN INC	667846	SUPPLIES	01/10/2023	158.65	158.65	02/01/2023	
635	CENTRAL MCGOWAN INC	667984	SUPPLIES	01/10/2023	380.11	380.11	02/01/2023	
Total CENTRAL MCGOWAN INC:					538.76	538.76		
<b>CITY OF BUFFALO</b>								
710	CITY OF BUFFALO	12/31/22 BILL	MONTHLY NET MOTION	12/31/2022	20.00	20.00	01/20/2023	
Total CITY OF BUFFALO:					20.00	20.00		
<b>CIVIC SYSTEMS, LLC</b>								
718	CIVIC SYSTEMS, LLC	CVC23025	CIVIC UPGRADE	01/03/2023	2,736.50	2,736.50	01/25/2023	
718	CIVIC SYSTEMS, LLC	CVC23025	CIVIC UPGRADE	01/03/2023	2,947.00	2,947.00	01/25/2023	
718	CIVIC SYSTEMS, LLC	CVC23025	CIVIC UPGRADE	01/03/2023	2,947.00	2,947.00	01/25/2023	
718	CIVIC SYSTEMS, LLC	CVC23025	CIVIC UPGRADE	01/03/2023	1,894.50	1,894.50	01/25/2023	
Total CIVIC SYSTEMS, LLC:					10,525.00	10,525.00		
<b>CLASSIC CLEANING COMPANY</b>								
4889	CLASSIC CLEANING COMPANY	34239	FD	01/18/2023	245.00	245.00	01/25/2023	
4889	CLASSIC CLEANING COMPANY	34240	CITY HALL-	01/18/2023	673.75	673.75	01/25/2023	
4889	CLASSIC CLEANING COMPANY	34240	PD-	01/18/2023	147.00	147.00	01/25/2023	
4889	CLASSIC CLEANING COMPANY	34240	LIBRARY-	01/18/2023	404.25	404.25	01/25/2023	
4889	CLASSIC CLEANING COMPANY	34241	TC	01/18/2023	230.00	230.00	01/25/2023	
Total CLASSIC CLEANING COMPANY:					1,700.00	1,700.00		
<b>COLONIAL LIFE &amp; ACCIDENT</b>								
810	COLONIAL LIFE & ACCIDENT	749242402012	INSURANCE	02/01/2023	474.70	474.70	01/25/2023	
Total COLONIAL LIFE & ACCIDENT:					474.70	474.70		
<b>COMM OF MMB, TREAS DIV</b>								
4681	COMM OF MMB, TREAS DIV	JAN2023	ADMIN - T FINES	01/23/2023	80.00	80.00	01/25/2023	
Total COMM OF MMB, TREAS DIV:					80.00	80.00		
<b>CORNER STONE FLOORING</b>								
4973	CORNER STONE FLOORING	10856	CARPET PARTIAL PAYMENT- 70	02/05/2023	23,520.00	23,520.00	02/09/2023	
Total CORNER STONE FLOORING:					23,520.00	23,520.00		
<b>CROW RIVER FARM EQUIPMENT CO.</b>								
914	CROW RIVER FARM EQUIPMEN	205389	SUPPLIES	12/13/2022	204.06	204.06	01/25/2023	
Total CROW RIVER FARM EQUIPMENT CO.:					204.06	204.06		
<b>CWP ENTERPRISES INC</b>								
4769	CWP ENTERPRISES INC	10134	HYDRAULIC HOSE	01/12/2023	51.94	51.94	01/25/2023	
Total CWP ENTERPRISES INC:					51.94	51.94		
<b>DAIRYLAND POWER COOPERATIVE</b>								
5244	DAIRYLAND POWER COOPERA	INV000000162	MONTHLY BILLS- REFUSE 20%	02/01/2023	128.68	.00		
5244	DAIRYLAND POWER COOPERA	INV000000162	MONTHLY BILLS- SEWER 40%	02/01/2023	257.40	.00		
5244	DAIRYLAND POWER COOPERA	INV000000162	MONTHLY BILLS- WATER 40%	02/01/2023	257.40	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total DAIRYLAND POWER COOPERATIVE:					643.48	.00		
<b>DELTA DENTAL</b>								
4793	DELTA DENTAL	RIS000470123	INSURANCE	02/01/2023	1,621.32	1,621.32	01/25/2023	
Total DELTA DENTAL:					1,621.32	1,621.32		
<b>DEPUTY REGISTRAR #142</b>								
1010	DEPUTY REGISTRAR #142	2010 FORD F1	LICESNE FEES	01/10/2023	55.00	55.00	01/10/2023	
Total DEPUTY REGISTRAR #142:					55.00	55.00		
<b>ELDRED, NICHOLAS</b>								
5347	ELDRED, NICHOLAS	11723	OFFICE SUPPLIES	01/17/2023	48.03	48.03	01/25/2023	
Total ELDRED, NICHOLAS:					48.03	48.03		
<b>EMERGENCY APPARATUS MAINT INC</b>								
1275	EMERGENCY APPARATUS MAI	126145	E11 MAINTENANCE	01/19/2023	2,151.15	2,151.15	01/25/2023	
1275	EMERGENCY APPARATUS MAI	126147	E12 ANNUAL MAINTENANCE	01/19/2023	1,733.77	1,733.77	01/25/2023	
1275	EMERGENCY APPARATUS MAI	126148	G11 ANNUAL MAINTENANCE	01/19/2023	1,012.72	1,012.72	01/25/2023	
1275	EMERGENCY APPARATUS MAI	126150	R11 ANNUAL MAINTENANCE	01/19/2023	1,513.66	1,513.66	01/25/2023	
1275	EMERGENCY APPARATUS MAI	126151	T11 ANNUAL MAINTENANCE	01/19/2023	950.92	950.92	01/25/2023	
1275	EMERGENCY APPARATUS MAI	126152	T12 ANNUAL MAINTENANCE	01/19/2023	1,748.18	1,748.18	01/25/2023	
Total EMERGENCY APPARATUS MAINT INC:					9,110.40	9,110.40		
<b>FARM RITE EQUIPMENT INC</b>								
1336	FARM RITE EQUIPMENT INC	W24911	BOBCAT REPAIR	12/28/2022	354.81	354.81	01/25/2023	
1336	FARM RITE EQUIPMENT INC	W25138	BOBCAT REPAIR	01/24/2023	833.69	833.69	02/06/2023	
Total FARM RITE EQUIPMENT INC:					1,188.50	1,188.50		
<b>FASTENAL COMPANY</b>								
1338	FASTENAL COMPANY	MNMON14229	SUPPLIES	01/18/2023	71.18	71.18	02/01/2023	
Total FASTENAL COMPANY:					71.18	71.18		
<b>FLYGARE EXCAVATING INC</b>								
1475	FLYGARE EXCAVATING INC	3674	SNOW HAULING	01/07/2023	4,950.00	4,950.00	01/25/2023	
Total FLYGARE EXCAVATING INC:					4,950.00	4,950.00		
<b>GOPHER STATE ONE-CALL INC</b>								
1630	GOPHER STATE ONE-CALL INC	3000183	LOCATES	01/31/2023	50.00	50.00	02/01/2023	
Total GOPHER STATE ONE-CALL INC:					50.00	50.00		
<b>GRAINGER INC, W W</b>								
1660	GRAINGER INC, W W	9566815289	LIGHT BULBS	01/09/2023	100.00	100.00	01/25/2023	
1660	GRAINGER INC, W W	9569283840	SUPPLIES	01/11/2023	82.68	82.68	02/01/2023	
1660	GRAINGER INC, W W	9571163584	SUPPLIES	01/12/2023	62.08	62.08	02/01/2023	
1660	GRAINGER INC, W W	9572495597	LIGHT BULBS	01/13/2023	171.00	171.00	02/01/2023	
1660	GRAINGER INC, W W	9575230660	CHAIR MAT	01/17/2023	143.96	143.96	02/01/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total GRAINGER INC, W W:					559.72	559.72		
<b>GRANITE CITY PROPERTY MANAGEMENT</b>								
5025	GRANITE CITY PROPERTY MAN	2022-2nd half	2ND HALF TAX INCREMENT - 20	01/26/2023	11,361.71	11,361.71	01/27/2023	
Total GRANITE CITY PROPERTY MANAGEMENT:					11,361.71	11,361.71		
<b>H &amp; L MESABI</b>								
1704	H & L MESABI	11257	CUTTING EDGES	01/13/2023	5,720.00	5,720.00	02/06/2023	
Total H & L MESABI:					5,720.00	5,720.00		
<b>HAAG, ROSE</b>								
5257	HAAG, ROSE	JAN2023	PAVILION CLEANING	01/18/2023	340.00	340.00	01/25/2023	
Total HAAG, ROSE:					340.00	340.00		
<b>HACH COMPANY</b>								
1690	HACH COMPANY	13420682	CHEMICALS	01/12/2023	472.74	472.74	01/25/2023	
Total HACH COMPANY:					472.74	472.74		
<b>HAWKINS, INC.</b>								
1710	HAWKINS, INC.	6380112	CHEMICALS WTP	01/15/2023	20.00	20.00	02/01/2023	
Total HAWKINS, INC.:					20.00	20.00		
<b>HINNENKAMP, KELLY</b>								
4728	HINNENKAMP, KELLY	2023 Reimb-1	MILEAGE	01/26/2023	70.00	70.00	01/27/2023	
Total HINNENKAMP, KELLY:					70.00	70.00		
<b>INNOVATIVE OFFICE SOLUTIONS LLC</b>								
5296	INNOVATIVE OFFICE SOLUTION	IN4055295	TONER- PW	01/09/2023	80.62	80.62	01/25/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4055296	C-FOLD TOWELS	01/09/2023	116.88	116.88	01/25/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4055296	PAPER	01/09/2023	191.96	191.96	01/25/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4055296	TOILET PAPER	01/09/2023	146.00	146.00	01/25/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4055296	BATHROOM SUPPLIES	01/09/2023	28.33	28.33	01/25/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4058379	ADMIN OFFICE SUPPLIES	01/10/2023	78.16	78.16	01/25/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4058387	ADMIN OFFICE SUPPLIES	01/10/2023	62.17	62.17	01/25/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4063672	CHAIR MAT	01/13/2023	74.94	74.94	01/25/2023	
Total INNOVATIVE OFFICE SOLUTIONS LLC:					779.06	779.06		
<b>INTERNATIONAL CARTRIDGE CORP.</b>								
1879	INTERNATIONAL CARTRIDGE C	2023-0027	ATTC AMMUNITION	01/26/2023	2,248.22	.00		
Total INTERNATIONAL CARTRIDGE CORP.:					2,248.22	.00		
<b>Int'l Union of Operating Eng, Local 49</b>								
5274	Int'l Union of Operating Eng, Local	DEC22 DUES	UNION DUES	01/13/2023	300.40	300.40	01/20/2023	
Total Int'l Union of Operating Eng, Local 49:					300.40	300.40		
<b>J&amp;N TACTICAL</b>								
5250	J&N TACTICAL	2200777	BREACHING TOOL AND BREAKI	12/27/2022	414.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total J&N TACTICAL:					414.00	.00		
<b>JOVANOVIH, DEGE &amp; ATHMANN PA</b>								
4716	JOVANOVIH, DEGE & ATHMAN	25256	LAKE JOHN	12/31/2022	1,597.50	1,597.50	01/25/2023	
4716	JOVANOVIH, DEGE & ATHMAN	25256	GENERAL	12/31/2022	292.50	292.50	01/25/2023	
4716	JOVANOVIH, DEGE & ATHMAN	25256	GENERAL- PD	12/31/2022	454.50	454.50	01/25/2023	
Total JOVANOVIH, DEGE & ATHMANN PA:					2,344.50	2,344.50		
<b>KAZ HARDWARE &amp; RENTAL</b>								
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	25.44	25.44	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	37.99	37.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	9.49	9.49	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	12.99	12.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	8.99	8.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	43.98	43.98	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	6.28	6.28	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	37.99	37.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	4.76	4.76	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	37.99	37.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	29.99	29.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	37.99	37.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	16.48	16.48	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	11.48	11.48	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PD SUPPLIES	12/31/2022	38.98	38.98	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	1.60	1.60	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	TRAINING CENTER	12/31/2022	4.00	4.00	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	FIRE DEPT	12/31/2022	22.99	22.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	37.99	37.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	37.99	37.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PD SUPPLIES	12/31/2022	7.99	7.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	48.98	48.98	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	37.99	37.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	37.99	37.99	02/06/2023	
1990	KAZ HARDWARE & RENTAL	DEC2022	PW SUPPLIES	12/31/2022	37.99	37.99	02/06/2023	
Total KAZ HARDWARE & RENTAL:					636.33	636.33		
<b>LAKE REGION CO-OP OIL ASSN</b>								
2050	LAKE REGION CO-OP OIL ASSN	123122-ACCT0	MOTOR FUELS	12/31/2022	151.77	151.77	01/20/2023	
Total LAKE REGION CO-OP OIL ASSN:					151.77	151.77		
<b>LEAGUE OF MINNESOTA CITIES</b>								
2100	LEAGUE OF MINNESOTA CITIE	374510	PATROL SUBSCRIPTIONS	01/06/2023	540.00	.00		
2100	LEAGUE OF MINNESOTA CITIE	376409	TRAINING- JONAS/WUOLLET	02/06/2023	700.00	700.00	02/09/2023	
Total LEAGUE OF MINNESOTA CITIES:					1,240.00	700.00		
<b>LINCOLN MARKETING INC</b>								
4954	LINCOLN MARKETING INC	01-2023MN	DMV ADVERTISING WRIGHT C	01/30/2023	649.00	.00		
Total LINCOLN MARKETING INC:					649.00	.00		
<b>M &amp; M BUS SERVICE</b>								
2210	M & M BUS SERVICE	10194798	DRUG TESTING	01/26/2023	40.00	40.00	02/06/2023	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2210	M & M BUS SERVICE	27858	TRUCK REPAIR	01/09/2023	99.58	99.58	02/06/2023	
Total M & M BUS SERVICE:					139.58	139.58		
<b>MACQUEEN EMERGENCY</b>								
4813	MACQUEEN EMERGENCY	P10575	SCBA YEARLY TESTING	01/16/2023	1,230.00	1,230.00	01/25/2023	
Total MACQUEEN EMERGENCY:					1,230.00	1,230.00		
<b>MAPLE LAKE LUMBER COMPANY</b>								
2260	MAPLE LAKE LUMBER COMPAN	229645	LUMBER	01/17/2023	88.34	88.34	01/25/2023	
Total MAPLE LAKE LUMBER COMPANY:					88.34	88.34		
<b>MARKET PLACE II</b>								
2273	MARKET PLACE II	212023	WATER	02/01/2023	23.94	.00		
2273	MARKET PLACE II	212023	PD SUPPLIES	02/01/2023	8.79	.00		
Total MARKET PLACE II:					32.73	.00		
<b>METRO WEST INSPECTION SERVICES</b>								
2375	METRO WEST INSPECTION SE	3543	PERMIT 22-152- 52 OAK AVE	01/04/2023	891.00	891.00	01/20/2023	
2375	METRO WEST INSPECTION SE	3543	PERMIT 22-154- 320 LAKE DR	01/04/2023	7.50	7.50	01/20/2023	
2375	METRO WEST INSPECTION SE	3543	PERMIT 22-161- 140 ELM ST	01/04/2023	59.40	59.40	01/20/2023	
2375	METRO WEST INSPECTION SE	3543	PERMIT 22-184- 1140 ELM ST	01/04/2023	48.68	48.68	01/20/2023	
2375	METRO WEST INSPECTION SE	3543	PERMIT 22-186- 400 PARK STE	01/04/2023	739.35	739.35	01/20/2023	
2375	METRO WEST INSPECTION SE	3543	PERMIT 22-193- 551 MORRISON	01/04/2023	25.00	25.00	01/20/2023	
Total METRO WEST INSPECTION SERVICES:					1,770.93	1,770.93		
<b>MIDCONTINENT COMMUNICATIONS</b>								
5006	MIDCONTINENT COMMUNICATI	157013401130	FIRE	12/27/2022	163.71	163.71	01/20/2023	
5006	MIDCONTINENT COMMUNICATI	157013401130	CITY OFFICES	12/27/2022	225.20	225.20	01/20/2023	
5006	MIDCONTINENT COMMUNICATI	157013401130	APD	12/27/2022	120.20	120.20	01/20/2023	
5006	MIDCONTINENT COMMUNICATI	157013401130	DMV	12/27/2022	105.84	105.84	01/20/2023	
5006	MIDCONTINENT COMMUNICATI	157013401130	PW	12/27/2022	295.36	295.36	01/20/2023	
5006	MIDCONTINENT COMMUNICATI	157013401130	TC	12/27/2022	38.35	38.35	01/20/2023	
5006	MIDCONTINENT COMMUNICATI	157013401131	FIRE	01/27/2023	164.57	164.57	02/09/2023	
5006	MIDCONTINENT COMMUNICATI	157013401131	CITY OFFICES	01/27/2023	226.66	226.66	02/09/2023	
5006	MIDCONTINENT COMMUNICATI	157013401131	APD	01/27/2023	121.66	121.66	02/09/2023	
5006	MIDCONTINENT COMMUNICATI	157013401131	DMV	01/27/2023	107.30	107.30	02/09/2023	
5006	MIDCONTINENT COMMUNICATI	157013401131	PW	01/27/2023	296.05	296.05	02/09/2023	
5006	MIDCONTINENT COMMUNICATI	157013401131	TC	01/27/2023	38.64	38.64	02/09/2023	
Total MIDCONTINENT COMMUNICATIONS:					1,903.54	1,903.54		
<b>MIDWEST MACHINERY</b>								
5116	MIDWEST MACHINERY	9465330	PARTS	01/09/2023	9.15	9.15	01/25/2023	
Total MIDWEST MACHINERY:					9.15	9.15		
<b>MINNESOTA COMPUTER SYSTEMS INC</b>								
2525	MINNESOTA COMPUTER SYST	361866	MONTHLY PAYMENT - PD PRIN	01/05/2023	28.69	28.69	01/20/2023	
2525	MINNESOTA COMPUTER SYST	361925	ADMIN COPIER OVERAGE	01/05/2023	156.64	156.64	01/25/2023	
2525	MINNESOTA COMPUTER SYST	361925	ADMIN COPIER	01/05/2023	70.00	70.00	01/25/2023	
2525	MINNESOTA COMPUTER SYST	361925	DMV COPIER OVERAGE	01/05/2023	105.02	105.02	01/25/2023	
2525	MINNESOTA COMPUTER SYST	361925	DMV COPIER	01/05/2023	40.00	40.00	01/25/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2525	MINNESOTA COMPUTER SYST	362305	PW COPIER	01/10/2023	22.61	22.61	01/25/2023	
2525	MINNESOTA COMPUTER SYST	364256	PW COPIER	02/07/2023	20.00	.00		
Total MINNESOTA COMPUTER SYSTEMS INC:					442.96	422.96		
<b>MN DEED - BCD</b>								
2572	MN DEED - BCD	FEB23	LOAN REPAYMENT - EA SWEEN	02/15/2023	1,607.15	1,607.15	01/25/2023	
Total MN DEED - BCD:					1,607.15	1,607.15		
<b>MN DEPT OF LABOR &amp; INDUSTRY</b>								
2586	MN DEPT OF LABOR & INDUST	ABR0300870X	CYLINDER CERTIFICATION	01/28/2023	30.00	.00		
2586	MN DEPT OF LABOR & INDUST	ABR0300951X	CYLINDER CERTIFICATION	01/28/2023	10.00	.00		
Total MN DEPT OF LABOR & INDUSTRY:					40.00	.00		
<b>MN DEPT. OF REVENUE</b>								
2599	MN DEPT. OF REVENUE	DEC22	SALES TAX	01/18/2023	1,244.42	1,244.42	01/18/2023	
2599	MN DEPT. OF REVENUE	DEC22	SALES TAX	01/18/2023	17.00	17.00	01/18/2023	
2599	MN DEPT. OF REVENUE	DEC22	SALES TAX	01/18/2023	1.09	1.09	01/18/2023	
2599	MN DEPT. OF REVENUE	DEC22	SALES TAX	01/18/2023	41.37	41.37	01/18/2023	
2599	MN DEPT. OF REVENUE	DEC22	SALES TAX	01/18/2023	512.12	512.12	01/18/2023	
Total MN DEPT. OF REVENUE:					1,816.00	1,816.00		
<b>MN DNR Ecological &amp; Water Resources</b>								
5234	MN DNR Ecological & Water Res	1975-3251	DNR PERMIT	01/23/2023	1,273.73	1,273.73	01/25/2023	
Total MN DNR Ecological & Water Resources:					1,273.73	1,273.73		
<b>MN PEIP</b>								
5068	MN PEIP	1254793	INSURANCE	01/10/2023	19,553.24	19,553.24	01/20/2023	
Total MN PEIP:					19,553.24	19,553.24		
<b>MN PUBLIC FACILITIES AUTHORITY</b>								
2644	MN PUBLIC FACILITIES AUTHO	JAN2023	WTP- DEBT SERVICE	01/23/2023	2,959.95	2,959.95	01/25/2023	
2644	MN PUBLIC FACILITIES AUTHO	JAN2023	2011 STREETS - INTEREST	01/23/2023	5,955.36	5,955.36	01/25/2023	
2644	MN PUBLIC FACILITIES AUTHO	JAN2023	SEWER - 2015 STREETS - INTE	01/23/2023	430.00	430.00	01/25/2023	
2644	MN PUBLIC FACILITIES AUTHO	JAN2023	WATER - 2015 STREETS - INTE	01/23/2023	3,268.27	3,268.27	01/25/2023	
2644	MN PUBLIC FACILITIES AUTHO	JAN2023	WWTP - INTEREST	01/23/2023	46,842.00	46,842.00	01/25/2023	
Total MN PUBLIC FACILITIES AUTHORITY:					59,455.58	59,455.58		
<b>MN STATE FIRE CHIEFS ASSN</b>								
2660	MN STATE FIRE CHIEFS ASSN	5384	TRAINING IN ALEXANDRIA	12/28/2022	810.00	810.00	01/25/2023	
Total MN STATE FIRE CHIEFS ASSN:					810.00	810.00		
<b>NCPERS GROUP LIFE INS</b>								
4752	NCPERS GROUP LIFE INS	994901022023	INSURANCE	01/01/2023	16.00	16.00	01/20/2023	
Total NCPERS GROUP LIFE INS:					16.00	16.00		
<b>NEW LANE FINANCE</b>								
5185	NEW LANE FINANCE	71385-11/01/20	CITY HALL	01/13/2023	81.67	81.67	01/25/2023	
5185	NEW LANE FINANCE	71385-11/01/20	PD PHONE	01/13/2023	81.66	81.66	01/25/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5185	NEW LANE FINANCE	71385-11/01/20	DMV PHONE	01/13/2023	81.67	81.67	01/25/2023	
Total NEW LANE FINANCE:					245.00	245.00		
<b>NORTH CENTRAL INTERNATIONAL, LLC</b>								
5198	NORTH CENTRAL INTERNATIO	X220058222:0	TRUCK REPAIR	01/04/2023	360.32	360.32	01/25/2023	
Total NORTH CENTRAL INTERNATIONAL, LLC:					360.32	360.32		
<b>NORTHWEST ASSOC CONSULTANT INC</b>								
2832	NORTHWEST ASSOC CONSULT	26112	LAKE JOHN PROJECT	01/09/2023	906.00	906.00	01/25/2023	
2832	NORTHWEST ASSOC CONSULT	26113	GENERAL	01/09/2023	374.10	374.10	01/25/2023	
2832	NORTHWEST ASSOC CONSULT	26154	GENERAL	02/02/2023	554.70	.00		
Total NORTHWEST ASSOC CONSULTANT INC:					1,834.80	1,280.10		
<b>QUADIENT, INC</b>								
5182	QUADIENT, INC	59886856	POSTAGE METER	01/24/2023	162.89	162.89	01/25/2023	
Total QUADIENT, INC:					162.89	162.89		
<b>SHARETECH</b>								
5331	SHARETECH	11780	ADMIN MONTHLY CONTRACT- 1	01/13/2023	191.10	191.10	01/25/2023	
5331	SHARETECH	11780	DMV MONTHLY CONTRACT- 15	01/13/2023	191.10	191.10	01/25/2023	
5331	SHARETECH	11780	PD MONTHLY CONTRACT- 40%	01/13/2023	509.55	509.55	01/25/2023	
5331	SHARETECH	11780	FD MONTHLY CONTRACT- 20%	01/13/2023	254.80	254.80	01/25/2023	
5331	SHARETECH	11780	PW MONTHLY CONTRACT- 10%	01/13/2023	127.40	127.40	01/25/2023	
5331	SHARETECH	11780	ADMIN SERVICE CALL	01/13/2023	275.00	275.00	01/25/2023	
5331	SHARETECH	11780	HUNTRESS	01/13/2023	12.00	12.00	01/25/2023	
Total SHARETECH:					1,560.95	1,560.95		
<b>SURPLUS SERVICES</b>								
4747	SURPLUS SERVICES	14003	SURPLUS SERVICE	01/03/2023	505.00	505.00	01/25/2023	
Total SURPLUS SERVICES:					505.00	505.00		
<b>TEAM LABORATORY CHEMICAL LLC</b>								
4895	TEAM LABORATORY CHEMICAL	INV0033826	SUPER BUGS	01/12/2023	4,200.00	4,200.00	01/25/2023	
Total TEAM LABORATORY CHEMICAL LLC:					4,200.00	4,200.00		
<b>TNT COMMUNICATIONS MN LLC</b>								
5085	TNT COMMUNICATIONS MN LL	1675	CABLE FOR AV	12/31/2022	1,493.50	1,493.50	01/25/2023	
5085	TNT COMMUNICATIONS MN LL	1686	CABLE FOR AV	02/03/2023	594.20	.00		
Total TNT COMMUNICATIONS MN LLC:					2,087.70	1,493.50		
<b>TRUEMAN WELTERS</b>								
4269	TRUEMAN WELTERS	EB24657	TRACTOR RENTAL	01/23/2023	2,628.00	2,628.00	02/06/2023	
4269	TRUEMAN WELTERS	IE27186	PARTS	01/12/2023	72.25	72.25	01/25/2023	
Total TRUEMAN WELTERS:					2,700.25	2,700.25		
<b>WASTE MANAGEMENT-WM CORP SERVICES</b>								
4460	WASTE MANAGEMENT-WM CO	7736462-1593-	GARBAGE- 74 OAK	01/05/2023	149.77	149.77	01/25/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total WASTE MANAGEMENT-WM CORP SERVICES:					149.77	149.77		
<b>WEST CENTRAL SANITATION INC</b>								
4481	WEST CENTRAL SANITATION IN	12653765	TAG ACCT	12/31/2022	250.00	250.00	01/25/2023	
4481	WEST CENTRAL SANITATION IN	12656739	RECYCLING	12/31/2022	4,279.75	4,279.75	01/25/2023	
4481	WEST CENTRAL SANITATION IN	12656739	REFUSE	12/31/2022	10,872.32	10,872.32	01/25/2023	
4481	WEST CENTRAL SANITATION IN	12680543	RECYCLING	01/31/2023	4,344.75	.00		
4481	WEST CENTRAL SANITATION IN	12680543	REFUSE	01/31/2023	10,937.32	.00		
Total WEST CENTRAL SANITATION INC:					30,684.14	15,402.07		
<b>WEX BANK</b>								
5273	WEX BANK	86347458	MOTOR FUELS	01/08/2023	217.50	217.50	01/20/2023	
5273	WEX BANK	86347466	MOTOR FUELS	01/08/2023	255.41	255.41	01/25/2023	
5273	WEX BANK	86347533	PD FUEL	01/08/2023	1,062.27	1,062.27	01/20/2023	
Total WEX BANK:					1,535.18	1,535.18		
<b>WINDSTREAM</b>								
4495	WINDSTREAM	JAN23-LIFT	L/S PHONE	01/04/2023	259.24	259.24	01/20/2023	
4495	WINDSTREAM	JAN23-WATER	320-274-2793	01/04/2023	40.11	40.11	01/20/2023	
Total WINDSTREAM:					299.35	299.35		
<b>WM CORPORATE SERVICES INC AS PYMT AGENT</b>								
5326	WM CORPORATE SERVICES IN	7746506-1593-	DUMPSTER- 74 OAK	02/03/2023	150.39	.00		
Total WM CORPORATE SERVICES INC AS PYMT AGENT:					150.39	.00		
<b>WRIGHT COUNTY AUDITOR-TREAS</b>								
4511	WRIGHT COUNTY AUDITOR-TR	200006263	TNT NOTICES	12/30/2022	399.48	399.48	01/25/2023	
4511	WRIGHT COUNTY AUDITOR-TR	200006503	ELECTION ANNUAL MTCE	01/31/2023	400.00	.00		
Total WRIGHT COUNTY AUDITOR-TREAS:					799.48	399.48		
<b>WRIGHT COUNTY RECORDER</b>								
4535	WRIGHT COUNTY RECORDER	202200000095	RECORDING FEES	12/31/2022	289.30	289.30	01/25/2023	
Total WRIGHT COUNTY RECORDER:					289.30	289.30		
<b>WRIGHT-HENNEPIN COOPERATIVE</b>								
4548	WRIGHT-HENNEPIN COOPERA	35030189020	L/S 1255 BUSINESS BLVD	01/10/2023	21.98	21.98	01/25/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030189020	TC SECURITY	01/10/2023	20.95	20.95	01/25/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030189020	CITY HALL SECURITY	01/10/2023	20.95	20.95	01/25/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030189020	STREET LIGHTS	01/10/2023	163.19	163.19	01/25/2023	
Total WRIGHT-HENNEPIN COOPERATIVE:					227.07	227.07		
<b>XCEL ENERGY</b>								
4559	XCEL ENERGY	810359690	51-6024519-2	01/03/2023	4,276.19	4,276.19	01/25/2023	
4559	XCEL ENERGY	810554960	ACCT 51-6076585-1	01/04/2023	200.72	200.72	01/25/2023	
4559	XCEL ENERGY	810558292	ACCOUNT 51-6024518-1	01/04/2023	3,174.49	3,174.49	01/25/2023	
4559	XCEL ENERGY	812486555	51-4192659-4	01/18/2023	551.99	551.99	01/25/2023	
4559	XCEL ENERGY	813065295	51-4636619-8	01/23/2023	80.82	80.82	02/06/2023	
4559	XCEL ENERGY	814370106	51-6963392-9	02/01/2023	4.63	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total XCEL ENERGY:					8,288.84	8,284.21		
Grand Totals:					391,675.88	327,662.96		

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

Mayor: \_\_\_\_\_  
Shelly JonasCity Council: \_\_\_\_\_  
Tina Honsey\_\_\_\_\_  
JT Grundy\_\_\_\_\_  
Corey Czycalla\_\_\_\_\_  
Matthew Wuollet

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL Account = "001"-"699"



# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 6B

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Department Reports

**Core Strategy:**

- |  |  |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement                  | <input type="checkbox"/> Provide Proactive Leadership    |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment            | <input type="checkbox"/> Other: Compliance               |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails            |  |

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**Background**

The following Department Reports are presented for approval:

- Police Department Report for January
- Financial Report for December
- DMV Report for December

**Recommended Action**

Approve Department Reports

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**Attachments:**

Reports



# ANNANDALE POLICE DEPARTMENT

## MONTHLY REPORT

### Jan-23

TOTAL ACTIVITY	January 2023 Total	January 2022 Total	Current YTD Total	2022 YTD Total	Percentage Change
CRIMINAL ACTIVITY	10	11	10	11	-9%
CITATIONS	33	34	33	34	-3%
NON-CRIMINAL	136	169	136	169	-20%
<b>GRAND TOTAL</b>	<b>179</b>	<b>214</b>	<b>179</b>	<b>214</b>	

CRIMINAL ACTIVITY	January 2023 Total	January 2022 Total	Current YTD Total	2022 YTD Total	Percentage Change
Homicide	0	0	0	0	N/A
Forcible Rape	0	0	0	0	N/A
Robbery	0	0	0	0	N/A
Assault	0	0	0	0	N/A
Domestic Assault	0	1	0	1	-100%
Criminal Sex Conduct	0	0	0	0	N/A
Burglary	0	0	0	0	N/A
Theft	5	0	5	0	N/A
Motor Vehicle Theft	0	0	0	0	N/A
Arson	0	0	0	0	N/A
Crime Against Admin	0	1	0	1	-100%
Forgery/Counterfeit	1	1	1	1	0%
Fraud	0	1	0	1	-100%
Embezzlement	0	0	0	0	NA
Terroristic Threats	0	0	0	0	NA
Property Damage	2	3	2	3	-33%
Weapons	1	0	1	0	NA
Drug Offenses	0	1	0	1	-100%
Juvenile Offenses	0	1	0	1	-100%
DUI/DWI	1	0	1	0	NA
Liquor Laws	0	0	0	0	NA
Disturbing Peace	0	2	0	2	-100%
All Others	0	0	0	0	NA
<b>Total Criminal Activity</b>	<b>10</b>	<b>11</b>	<b>10</b>	<b>11</b>	

**Note: The statistics from Criminal Activity above are cases that were processed as a criminal offense**

<b>NON-CRIMINAL ACTIVITY</b>	<b>January 2023 Total</b>	<b>January 2022 Total</b>	<b>Current YTD Total</b>	<b>2022 YTD Total</b>	<b>Percentage Change</b>
Alarms	5	17	5	17	-71%
Animal Bites	0	0	0	0	NA
Animal Complaints	2	4	2	4	-50%
Area Checks	2	0	2	0	NA
Assist Other Agencies	22	19	22	19	16%
ATV/Snowmobile Complaints	0	1	0	1	-100%
Background Checks	3	6	3	6	-50%
CDP	0	0	0	0	NA
Check Welfare	5	9	5	9	-44%
Citizen Aid / Motorist Aid	8	16	8	16	-50%
Civil Disputes	4	5	4	5	-20%
Confidential Narcotics	0	0	0	0	NA
Death, Non-Criminal	1	1	1	1	0%
Disorderly	0	2	0	2	-100%
Domestics	1	1	1	1	0%
Driving/Traffic Complaints	4	4	4	4	0%
Dumping/Littering	0	0	0	0	NA
Escorts - Funeral	0	2	0	2	-100%
Fight	0	0	0	0	NA
Fire Calls	1	0	1	0	NA
Firearm Discharge	0	1	0	1	-100%
Fireworks	0	0	0	0	NA
Harassment Complaint	1	3	1	3	-67%
Juvenile/Mischief	5	1	5	1	400%
Lockouts - Vehicle	4	3	4	3	33%
Lost/Found Property	2	1	2	1	100%
Medical	22	26	22	26	-15%
Mental Health	1	3	1	3	-67%
Missing Person	0	0	0	0	NA
MV Accidents / VOR	6	7	6	7	-14%
Noise Complaints	0	2	0	2	-100%
Parking Complaints	4	2	4	2	100%
Search Warrants	0	0	0	0	NA
School Related -SRO	1	6	1	6	-83%
Suicidal person	0	0	0	0	NA
Suicide attempted	0	1	0	1	-100%
Suspicious Complaints	10	7	10	7	43%
Theft	2	0	2	0	NA
Threats	1	0	1	0	NA
Warrants-Attempt/Arrest	1	8	1	8	-88%
WCHS/MAARC Reports	4	5	4	5	-20%
All Others	14	6	14	6	133%
<b>Total Non-Criminal</b>	<b>136</b>	<b>169</b>	<b>136</b>	<b>169</b>	
<b>CITATIONS &amp;</b>	<b>January 2023</b>	<b>January</b>	<b>Current</b>	<b>2022</b>	<b>Percentage</b>



WARNINGS	Total	2022 Total	YTD Total	YTD Total	Change
Admin Citations	2	18	2	18	-89%
State Citations	7	6	7	6	17%
Warning Citations	24	10	24	10	140%
<b>TOTAL</b>	<b>33</b>	<b>34</b>	<b>33</b>	<b>34</b>	

**Citations consist of the following offenses:**

Careless Driving	No Insurance	Seatbelt
DAR/DAC/DAS	Traffic	Equipment
Equipment Violation	Parking	Winter Parking
SBSA Violation	Expired DL	Stop Sign
No Proof of Insurance	Obstructed View	No MN DL
Expired Registration	Semaphore	Speed
Exhibition Driving		

**CITY OF ANNANDALE  
COMBINED CASH INVESTMENT  
DECEMBER 31, 2022**

COMBINED CASH ACCOUNTS

001-10101	CASH	4,027,079.72
001-10103	NORTHLAND SECURITIES	113,687.32
001-10104	ICD INVESTMENTS	1,096,746.36
001-10105	4M INVESTMENTS	40,300.40
001-10107	LAKE CENTRAL BANK CD	252,229.32
001-10108	LPL FINANCIAL INVESTMENTS	1,453,936.03

TOTAL COMBINED CASH	6,983,979.15
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NON-ALLOCATED CASH

001-10110	CASH - UTILITY CLEARING	( 172.28)
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TOTAL COMBINED CASH	6,983,806.87
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001-10100	CASH ALLOCATED TO OTHER FUNDS	( 6,983,806.87)
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TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

101	ALLOCATION TO GENERAL FUND	1,820,006.83
102	ALLOCATION TO DEPUTY REGISTRAR/MOTOR VEHICLE	283,534.14
103	ALLOCATION TO GENERAL FUND	166,681.00
222	ALLOCATION TO CHARITABLE GAMBLING FUND	11,865.62
330	ALLOCATION TO PFA BONDS-2004-WTP	16,185.67
332	ALLOCATION TO GO IMP BONDS 2008B (MAPLE)	61,806.66
333	ALLOCATION TO GO IMP BONDS 2008A (CITY HALL)	( 5,451.81)
334	ALLOCATION TO PUMPER TRUCK BOND	( 17,242.48)
335	ALLOCATION TO GO IMP BDS 2011A/PFA (2011STR)	( 421.63)
336	ALLOCATION TO GO IMPR BOND 2011B-REFUNDING	18,008.58
337	ALLOCATION TO GO REFUNDING BOND 2012A	( 35,293.03)
338	ALLOCATION TO GO IMP BOND 2015	55,000.00
339	ALLOCATION TO TIF #14 - 2019 A SERIES	65,238.34
340	ALLOCATION TO GO REFUNDING BOND 2019B	207,060.02
341	ALLOCATION TO GO TEMPORARY IMP BOND 2020A	2,360,307.34
342	ALLOCATION TO GO IMPROVEMENT BOND 2020B	99,022.94
343	ALLOCATION TO GO EQUIPMENT BOND 2022A	602,160.00
402	ALLOCATION TO FIREFIGHTER RELIEF DONATIONS	75,716.64
407	ALLOCATION TO ECONOMIC DEVELOPMENT FUND	( 275,706.87)
408	ALLOCATION TO MIF FUND	17,678.59
409	ALLOCATION TO SMALL CITIES DEV PROGRAM	27,400.05
411	ALLOCATION TO TIF #6 - COTTAGES OF ANNANDALE	24,401.09
423	ALLOCATION TO TIF DISTRICT # - DINGMANN	( 8,333.44)
425	ALLOCATION TO RECREATION PARK	33,081.93
460	ALLOCATION TO PARK FUND	68,255.28
461	ALLOCATION TO WATER EXPANSION FUND	357,107.51
462	ALLOCATION TO SEWER EXPANSION FUND	233,536.29
463	ALLOCATION TO STORMWATER FUND	3,106.84
464	ALLOCATION TO LIONS DONATION FUND	286,231.79
465	ALLOCATION TO TIF DISTRICT #14 - PINTAIL APT	48,869.12
466	ALLOCATION TO 2020 IMP PROJECT	58,230.10

CITY OF ANNANDALE  
COMBINED CASH INVESTMENT  
DECEMBER 31, 2022

468	ALLOCATION TO TIF DISTRICT #15 - CARE CENTER	(	204.89)
469	ALLOCATION TO AMERICAN RESCUE PLAN		384,345.62
470	ALLOCATION TO FUND 470	(	537,406.93)
493	ALLOCATION TO STREET MAINTENANCE CAPITAL		142,675.67
494	ALLOCATION TO STREET CAPITAL OUTLAY FUND		135,023.15
495	ALLOCATION TO PUBLIC WORKS/STREET EQUIP FUND		198,839.44
496	ALLOCATION TO FIRE EQUIPMENT FUND	(	498,065.09)
497	ALLOCATION TO POLICE EQUIPMENT FUND	(	13,466.18)
498	ALLOCATION TO BUILDING CAPITAL OUTLAY FUND		247,575.24
601	ALLOCATION TO WATER FUND		324,539.83
602	ALLOCATION TO SEWER FUND		174,469.61
603	ALLOCATION TO REFUSE/RECYCLING FUND		32,066.85
604	ALLOCATION TO TRAINING CENTER OPERATIONS	(	229,842.36)
605	ALLOCATION TO STORM UTILITY FUND		3,818.43
651	ALLOCATION TO CEMETERY FUND	(	26,123.93)
703	ALLOCATION TO WASTE WATER COMMISSION	(	6,994.65)
			<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS		6,991,292.92
	ALLOCATION FROM COMBINED CASH FUND - 001-10100	(	6,983,806.87)
			<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE		7,486.05
			<hr/> <hr/>

CITY OF ANNANDALE  
COMBINED CASH INVESTMENT  
DECEMBER 31, 2022

COMBINED CASH ACCOUNTS

703-10101	CASH ACCOUNT (BANK)	713,308.91
703-10400	INVESTMENTS	114,254.56
TOTAL COMBINED CASH		827,563.47
TOTAL UNALLOCATED CASH		827,563.47

CASH ALLOCATION RECONCILIATION

703	ALLOCATION TO WASTE WATER COMMISSION	713,308.91
TOTAL ALLOCATIONS TO OTHER FUNDS		713,308.91
ALLOCATION FROM COMBINED CASH FUND - 703-10111		
ZERO PROOF IF ALLOCATIONS BALANCE		713,308.91

**CITY OF ANNANDALE**  
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

**FUND 101 - GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>REVENUE</b>					
TAXES	658,795.45	1,489,062.81	1,545,097.00	( 56,034.19)	96.37
LICENSES & PERMITS	1,793.60	149,751.78	80,300.00	69,451.78	186.49
INTERGOVERNMENTAL REVENUES	271,664.39	671,309.39	642,257.00	29,052.39	104.52
PUBLIC CHARGES FOR SERVICE	89,199.36	321,702.00	252,936.00	68,766.00	127.19
FINES & FORFEITURES	938.25	11,080.23	12,200.00	( 1,119.77)	90.82
MISCELLANEOUS REVENUE	20,657.44	96,516.17	43,000.00	53,516.17	224.46
OTHER FINANCING SOURCES	30,000.00	30,000.00	30,000.00	.00	100.00
<b>TOTAL FUND REVENUE</b>	<b>1,073,048.49</b>	<b>2,769,422.38</b>	<b>2,605,790.00</b>	<b>163,632.38</b>	<b>106.28</b>
<b>EXPENDITURES</b>					
LEGISLATIVE	4,927.80	37,389.04	39,109.00	1,719.96	95.60
ELECTIONS	546.68	4,138.75	3,775.00	( 363.75)	109.64
PLANNING AND ZONING	966.59	43,647.71	7,239.00	( 36,408.71)	602.95
ADMINISTRATION	28,579.99	347,288.67	279,583.11	( 67,705.56)	124.22
ASSESSOR	.00	22,410.00	22,750.00	340.00	98.51
DEPARTMENT 416	.00	.00	.00	.00	.00
DEPUTY REGISTRAR	.00	.00	.00	.00	.00
CITY HALL	4,560.23	48,107.73	48,580.56	472.83	99.03
DEPARTMENT 420	.00	.00	.00	.00	.00
POLICE	61,404.80	761,147.21	757,097.75	( 4,049.46)	100.53
FIRE	32,741.58	275,276.73	228,140.90	( 47,135.83)	120.66
BUILDING INSPECTOR	17,813.42	98,438.66	69,369.66	( 29,069.00)	141.90
CIVIL DEFENSE	.00	.00	400.00	400.00	.00
ANIMAL CONTROL	.00	61.15	550.00	488.85	11.12
PUBLIC WORKS	79,320.53	427,438.40	202,846.99	( 224,591.41)	210.72
STREETS	23,249.63	209,427.19	258,395.82	48,968.63	81.05
DEPARTMENT 441	.00	.00	.00	.00	.00
PARKS COMMISSION	119.92	3,785.67	4,348.98	563.31	87.05
PARKS	6,955.40	156,358.51	143,233.62	( 13,124.89)	109.16
LIBRARY	5,555.57	17,137.23	16,869.61	( 267.62)	101.59
TIF & CAPITAL PROJECT FUNDS	.00	.00	.00	.00	.00
DEPARTMENT 492	.00	.00	.00	.00	.00
TRANSFERS OUT	483,500.00	483,500.00	523,500.00	40,000.00	92.36
<b>TOTAL FUND EXPENDITURES</b>	<b>750,242.14</b>	<b>2,935,552.65</b>	<b>2,605,790.00</b>	<b>( 329,762.65)</b>	<b>112.65</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>322,806.35</b>	<b>( 166,130.27)</b>	<b>.00</b>	<b>( 166,130.27)</b>	<b>.00</b>

## Dec-22

PURCHASE DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	COST BASIS VALUE	CURRENT PERIOD PAID EARNINGS	CURRENT YEAR PAID EARNINGS
MONEY MARKET									
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10
Star Bank Checking							\$ 727,807.69	\$ 56.28	\$ 865.38
							\$ 727,807.69	\$ 56.28	\$ 865.38
SHORT TERM INVESTMENTS									
8/17/2019	STAR BANK	Star Bank, Annandale, MN	812880121	0.75%	12 mos	8/17/2021	\$ 114,139.48	\$ -	\$ 601.53
							\$ 114,139.48	\$ -	\$ 601.53

Dec-22

PURCHASE DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	COST BASIS VALUE	CURRENT PERIOD PAID EARNINGS	CURRENT YEAR PAID EARNINGS
<b>MONEY MARKET</b>									
		ICD		0.40%			\$ 5,144.79	\$ 789.89	\$ 5,635.71
		LAKE CENTRAL CHECKING		0.50%			\$ 4,025,788.92	\$ 1,290.80	\$ 7,249.50
		NORTHLAND SECURITIES		VARIES			\$ 1,047.43	\$ 2.89	\$ 1,348.33
		LPL Financial		VARIES			\$ 573.44	\$ 1,863.56	\$ 4,932.32
		Lake Central CD		4.00%			\$ 2,229.32	\$ -	\$ 3,635.22
		4M FUND	Dividend Reinvest-average monthly rate 2.29%	VARIES	LIQUID	N/A	\$ 37,418.68	\$ 124.95	\$ 583.70
		4M PLUS FUND	Dividend Reinvest -average montly rate 2.248%	VARIES	LIQUID	N/A	\$ 2,747.62	\$ 9.15	\$ -
				(TOTAL 4M PLUS)			\$ 40,166.30	\$ 134.10	
Money Market Total							\$ 4,074,950.20	\$ 4,081.24	\$ 23,384.78
<b>SHORT,MID &amp; LONG TERM INVESTMENTS</b>									
PURCHASE DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	Cost Basis		
10/20/2022	NORTHLAND SECURITIES	Bank Hapoalium, B M New York	06251A-4V-9	4.75%	18 mos	5/6/2024	\$ 111,000.00		
	Lake Central Bank CD	Annandale, MN			12 mos		\$ 250,000.00		
7/25/2022	ICD	Ally Bank Midvale, UT	02007GWW9	3.35%	24 mos	7/28/2025	\$ 200,000.00		
10/28/2021	ICD	Synchrony Bank, Draper, UT	87164WF29	0.50%	24 mos	11/6/2023	\$ 114,000.00		
7/29/2020	ICD	BMO Harris, Chicago, IL	05600XAN0	0.55%	4 yrs	7/29/2024	\$ 250,000.00		
7/24/2020	ICD	EnerBank, Salt Lake City	29278TQK9	0.30%	3 yrs	7/24/2023	\$ 155,000.00		
6/24/2021	ICD	Texas Exchange Bank, Crowley TX	88241TLK4	0.50%	3 yrs	7/9/2024	\$ 101,000.00		
3/24/2021	ICD	BMW Bank of Amer, Salt Lake City, UT	05580AZD9	0.45%	3 yrs	3/26/2024	\$ 178,000.00		
12/27/2021	ICD	State Bank of India, New York, NY	856285B59	1.40%	5 yrs	12/30/2026	\$ 101,000.00		
12/22/2022	LPL Financial	Ally Bank, MidVale, UT	02007GQA4	2.65%		4/29/2024	\$ 245,349.04		
12/22/2022	LPL Financial	Barclays Bank DE, DE	06740KRG4	4.90%		11/18/2024	\$ 253,871.03		
12/22/2022	LPL Financial	Beal Bank USA, Las Vegas, NV	07371DNH6	4.45%		7/5/2023	\$ 250,005.00		
12/22/2022	LPL Financial	Capital One NA, Mclean, VA	14042RSH5	3.30%		7/1/2024	\$ 100,044.44		
12/22/2022	LPL Financial	Manufacturers & Traders, Buffalo, NY	564759RK6	4.85%		6/17/2024	\$ 251,711.13		
12/22/2022	LPL Financial	PNC Bank NA, Wilmington, DE	69355NBZ7	4.50%		12/28/2023	\$ 175,005.00		
12/22/2022	LPL Financial	Wells Fargo Bank NA, Sioux Falls, SD	9497634U7	4.70%		12/22/2023	\$ 175,513.39		
Investments Total							\$ 2,911,499.03		
MM & Investments Total							\$ 6,986,449.23		
Interest							\$ 4,081.24		
Total							\$ 6,990,530.47		

## DMV Annual Revenue Summary

	2020		2021		2022		2023	
	Motor Vehicle		Motor Vehicle		Motor Vehicle		Motor Vehicle	
	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
Jan	\$ 24,253	\$ 24,253	\$ 17,265	\$ 17,265	\$ 20,614	\$ 20,614	\$ 17,582	\$ 17,582
Feb	\$ 20,464	\$ 44,717	\$ 22,133	\$ 39,398	\$ 22,571	\$ 43,185		\$ 17,582
Mar	\$ 13,553	\$ 58,270	\$ 21,456	\$ 60,854	\$ 18,214	\$ 61,399		\$ 17,582
April	\$ 5,773	\$ 64,043	\$ 21,120	\$ 81,974	\$ 16,468	\$ 77,867		\$ 17,582
May	\$ 9,976	\$ 74,019	\$ 17,199	\$ 99,173	\$ 15,647	\$ 93,514		\$ 17,582
June	\$ 14,054	\$ 88,073	\$ 15,978	\$ 115,151	\$ 14,847	\$ 108,361		\$ 17,582
July	\$ 14,428	\$ 102,501	\$ 15,422	\$ 130,573	\$ 14,857	\$ 123,218		\$ 17,582
Aug	\$ 11,275	\$ 113,776	\$ 13,809	\$ 144,382	\$ 13,258	\$ 136,476		\$ 17,582
Sept	\$ 10,996	\$ 124,772	\$ 13,443	\$ 157,825	\$ 12,300	\$ 148,776		\$ 17,582
Oct	\$ 10,021	\$ 134,793	\$ 12,706	\$ 170,531	\$ 12,475	\$ 161,251		\$ 17,582
Nov	\$ 7,328	\$ 142,121	\$ 12,755	\$ 183,286	\$ 12,715	\$ 173,966		\$ 17,582
Dec	\$ 16,619	\$ 158,740	\$ 14,420	\$ 197,706	\$ 14,827	\$ 188,793		\$ 17,582

	DNR Transactions		DNR Transactions		DNR Transactions		DNR Transactions	
	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
Jan	\$ 2,382	\$ 2,382	\$ 2,314	\$ 2,314	\$ 1,572	\$ 1,572	\$ 2,087	\$ 2,087
Feb	\$ 1,267	\$ 3,649	\$ 1,225	\$ 3,539	\$ 2,069	\$ 3,641		\$ 2,087
Mar	\$ 1,033	\$ 4,682	\$ 1,373	\$ 4,912	\$ 1,556	\$ 5,197		\$ 2,087
April	\$ 357	\$ 6,356	\$ 2,860	\$ 7,772	\$ 1,667	\$ 6,864		\$ 2,087
May	\$ 1,674	\$ 8,130	\$ 2,747	\$ 10,519	\$ 2,494	\$ 9,358		\$ 2,087
June	\$ 1,774	\$ 9,937	\$ 1,827	\$ 12,346	\$ 2,029	\$ 11,387		\$ 2,087
July	\$ 1,807	\$ 10,747	\$ 1,891	\$ 14,237	\$ 1,703	\$ 13,090		\$ 2,087
Aug	\$ 810	\$ 11,634	\$ 860	\$ 15,097	\$ 796	\$ 13,886		\$ 2,087
Sept	\$ 887	\$ 12,311	\$ 1,001	\$ 16,098	\$ 977	\$ 14,863		\$ 2,087
Oct	\$ 677	\$ 12,670	\$ 587	\$ 16,685	\$ 496	\$ 15,359		\$ 2,087
Nov	\$ 359	\$ 14,130	\$ 557	\$ 17,242	\$ 653	\$ 16,012		\$ 2,087
Dec	\$ 1,460	\$ 14,130	\$ 1,510	\$ 18,752	\$ 3,436	\$ 19,448		\$ 2,087

DL Transactions		DL Transactions		DL Transactions		DL Transactions	
\$ 1,304							

<b>Total</b>	<b><u>\$ 174,174</u></b>		<b><u>\$ 216,458</u></b>		<b><u>\$ 208,241</u></b>		<b><u>\$ 19,669</u></b>	
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# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 6C

**Report From:** Jacob Thunander, Community Development Director

**Agenda Item:** Resignation of Park Commission Member Jack Driste

**Core Strategy:**

- ☒ Inspire Community Engagement
- ☒ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☒ Develop/Manage Strong Parks/Trails

- ☒ Provide Proactive Leadership
- ☒ Ensure Safe/Well Kept Community
- ☐ Other:

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## Background

Jack Driste called City Staff to indicate his resignation on the Park Commission. Mr. Driste has served on the Commission since March 2011.

Park Commission recommended approving the resignation with regrets and posting for the vacancy.

## Recommended Action

Approve resignation of Jack Driste and authorize staff to post for the vacancy.

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## Attachments:

N/A



# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 6D

**Report From:** Jacob Thunander, Community  
Development Director

**Agenda Item:** Downtown Beautification Grant  
Request: ProNails

**Core Strategy:**

- ☐ Inspire Community Engagement
- ☐ Increase Operational Effectiveness
- ☒ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☒ Ensure Safe/Well Kept Community
- ☐ Other:

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## Background

Pro Nails (32 Oak Avenue S) has applied to the City's Downtown Beautification Program to assist with the cost of purchasing and installing an awning.

The grant covers 50 percent or \$5,000 of eligible costs, whichever is lower. The applicant has been working with G&J Awnings, who have installed many of the downtown awnings. The quoted price is \$3,438 with the applicant requesting \$1,719 (50 percent match).

The City's Economic Development Committee recommends approval of the request.

Pending approval, Council has approved 21 projects in the downtown totaling \$81,720.93.

## Recommended Action

Staff recommend approving the request. If approved, staff will work with the applicant to file all appropriate documents with the City and County. The awning is expected to be installed in March.

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## Attachments:

ProNails Grant Application Request



## CITY OF ANNANDALE DOWNTOWN BEAUTIFICATION PROGRAM GUIDELINES

### 1. PURPOSE

The purpose of this document is to establish guidelines for application and administration of the City of Annandale's Downtown Beautification Program. These guidelines are intended to ensure fairness and to avoid discrimination in the application of procedures. However, as these policies are merely guidelines, departure from the guidelines is expected when supported by a rational basis for the departure. Applications will be reviewed on a first-come, first served basis. The program will only continue as long as funds are available and partial project awards may be made in order to increase the impact of the program.

### 2. POLICY STATEMENT

**Recognition of Needs:** The City of Annandale recognizes the need to stimulate private sector investment for the beautification of commercial structures located in the downtown. This program has been created to provide incentive financing for the exterior beautification of commercial/mixed use buildings in order to promote the viability of the downtown.

### 3. PROJECT ELIGIBILITY

- 3.1 Downtown Beautification Program funds can be used for: 1.) Any exterior improvements that meet the design guidelines for downtown Annandale and have an estimated life of more than 10 years; or 2.) As the owner's portion of matching funds for the Small Cities Development Program, so long as the funds are applied to exterior improvements.
- 3.2 **Eligible Geographic Area:** Projects must be located within the boundaries established on the map attached as Exhibit 1.
- 3.3 **Local Contractors, Suppliers, Professionals, and Financial Institutions Favored:** Projects which propose to use local contractors, suppliers, vendors, professionals, and/or financial institutions will be favored when applications are considered by the City of Annandale.
- 3.4 **Implementation:** Construction must start by July 1, 2021, and program funds must be expended by December 31, 2021 unless an extension is otherwise granted by the City Council.

### 4. LOAN AMOUNT

- 4.1 Forgivable loans of up to \$5000 may be granted by the City upon approval of the City Council. Applications for program funding shall be supported with evidence of the availability of matching funds.
- 4.2 One-fifth of the loan amount shall be forgiven each year for 5-years. Applicants shall be required to repay the outstanding loan amount if they sell their building within 5 years of receiving assistance.
- 4.3 Applicants must match, and provide evidence of said match, on a 1:1 basis. Program funds shall not exceed 50% of the total project cost.
- 4.4 There shall be no interest on the outstanding balance of the forgivable loans.

4.5 **Maximum Loan Per Building:** The maximum loan per building is \$5,000.

5. **REGULATIONS FOR IMPROVEMENTS**

All building construction or renovation is to be in conformance with the applicable building codes, design guidelines, and other City codes and policies.

6. **LOAN SECURITY AND GUARANTEES**

6.1 Applicant must be able to secure the loan with a subordinated mortgage on the property to be improved. Other forms of guarantee may be considered at the discretion of the City Council.

6.2 The applicant must demonstrate that the building to be improved is insured for its full replacement cost.

7. **TIMING OF PROJECT EXPENSES**

7.1 Costs incurred before the loan application has been approved may be considered as eligible expenditures subject to financing by the City loan at the discretion of the City.

8. **PROCEDURAL GUIDELINES FOR APPLICATION AND APPROVAL**

8.1 **Application and Review**

1. Any interested loan applicant should meet with City staff/consultants to obtain information about the Downtown Beautification Program and to discuss the proposed project and obtain application forms.
2. A completed application form must be submitted to the City prior to review and consideration. Applications deemed incomplete by staff will not be forwarded to the City Council.
3. Applications are reviewed by City staff to determine conformity to all City policies and ordinances, and whether the proposed project will result in conformance with the building, zoning, design guidelines, and related City codes.

8.2 **Project Review:**

1. City staff/consultants shall review each application in terms of its proposed activities in relation to its economic impact and ability to meet program goals. Staff will make a recommendation concerning funding of the proposed project to the City Council for final approval of disbursements.
2. After receipt of the project cost summary or estimates and the applicant's proof of matching funds, Staff will evaluate the project application in terms of the following:
  - a. Project Design - Evaluation of project design will include review of proposed activities, timeliness and capacity to implement.
  - b. Financial Feasibility - Availability of funds, private involvement, financial packaging and cost effectiveness.



- (1) Ratio of private funds to Downtown Beautification Program Funds shall be determined based on project eligibility, but a minimum threshold of \$1 private funds for \$1 City funds will be required.
  - (2) Determination of financial viability of the request.
  - (3) Letter of commitment from applicable business pledging to complete project during proposed project duration if loan application is approved.
  - (4) Proof of matching funds.
3. All applications failing to meet the minimum threshold standards may be reviewed on a case-by-case basis. The City reserves the right to waive certain requirements of this program and may request additional information and documentation as deemed necessary.
4. **Program funds will be released at the completion of the project.** The applicant will be required to provide copies of project related invoices to document total project costs.
5. The City Council will have final review and approval.

9. **ORIGINATION**

The loan closing will be handled by City staff and/or their designee. At the closing, one or all of the following documents will be executed:

- a. Promissory Note
- b. Loan Security Agreement
- c. Mortgage

**CITY OF ANNANDALE**  
**DOWNTOWN BEAUTIFICATION PROGRAM APPLICATION**

APPLICANT ProNails (Jenny Truong)

ADDRESS 32 Oak Avenue S

CITY Annandale STATE MN ZIP 55302

CONTACT PERSON(S) \_\_\_\_\_

BUSINESS PHONE [REDACTED] HOME PHONE \_\_\_\_\_

AMOUNT REQUESTED \$1,719

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1. Describe Project (including when it will be started and completed & estimated number of construction or other jobs that will be created). Attach additional sheets as needed:

Install awning on facade of building

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2. Purpose of Loan (Describe which portions of the project program funds will be used for):

Supply and install of awning

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4. Cost of Project:

A)	Project Costs (attach plans & costs)	\$	<u>3438</u>
B)	Other (attach description)	\$	<u>          </u>
C)	Other (attach description)	\$	<u>          </u>
TOTAL COSTS		\$	<u>3438</u>

5. Proposed Financing:

<u>SOURCE</u>	<u>NAME</u>	<u>TERMS</u>	<u>AMOUNT</u>
A) Bank Loan	<u>                                </u>	<u>                                </u>	\$ <u>          </u>
B) Cash (Equity)	<u>                                </u>	<u>                                </u>	\$ <u>1719</u>
C) Other	<u>                                </u>	<u>                                </u>	\$ <u>          </u>
D) This Loan	<u>                                </u>	<u>                                </u>	\$ <u>1719</u>
TOTAL FINANCING			\$ <u>3438</u>

6. Attach and include the following:

       A) Letter of commitment from applicant pledging to complete during the proposed project duration.

N/A B) Letter of commitment from the other sources of financing, stating terms and conditions of their participation in project.

       C) A complete legal description of the property and County Parcel I.D.#.

I/We certify that all information provided in this application is true and correct to the best of my/our knowledge. I/We authorize the City of Annandale to verify financial and other information. I/We agree to provide any additional information as may be requested by the City of Annandale to process this application.

DATE: 1/19/23

Applicant Name

BY Jenny Truong  
By Jenny Truong, Owner

CHECKLIST

1. Application
2. Proof of Sufficient Insurance Coverage
3. Project Bids
4. Commitment letter for matching financing
5. Commitment letter for completion of project as outlined in application.
6. Complete legal description and County Parcel I.D.#.

SIGNATURE 

DATE 1/19/23





## PURCHASE AGREEMENT

G & J Awning and Canvas, Inc  
1260 10th Street North | Sauk Rapids, MN 56379  
Phone: 320-255-1733 | 800-467-1744  
Fax: 320-255-0130 | [www.gjawning.com](http://www.gjawning.com)

Project Name \_\_\_\_\_ Pro Nails

Date \_\_\_\_\_ 01/18/23

CUSTOMER EMAIL: \_\_\_\_\_

Billing Information		Site Information	
To	JENNY TRUONG	To	
Company		Company	Pro Nails
Address		Address	32 Oak Ave S
City		City	Annandale
		State	MN
		Zip	55302
Phone		Phone	
		Fax	

We hereby submit specifications and bid for: (brief description, style, size, shape etc.)

Supply and install new traditional style awning, approx. height of 56" tall and 48" projection with 8" solid valance and 20' width. Mill finished aluminum frame. 100% solution dyed acrylic canvas cover solid color. Open bottom and closed ends.

Complete with installation

Frame Material	Finish and Color	Features ( window, push poles etc.)			
Aluminum	Raw(Silver)				

Type of Post	Finish and Color	# of Posts	Type of Bottom	# Pcs or Yds	PO #
-----	-----		-----		

Fabric Type & Width	Color # and Name	Special Notes	# of Yards	PO #
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Type of Valance	Length	Scallop Style	Binding Color	Ft. of C-Rail
Loose <input type="checkbox"/>		-----	-----	
Solid <input checked="" type="checkbox"/>	8"	none	none	none

Graphics "Description"	Graphic Type	Color # and Name	# of Yards	PO #
Building number and street, graphic approval to follow	<input checked="" type="checkbox"/> SGS GFX	<input type="checkbox"/> Adhesive GFX.		
	<input type="checkbox"/> Painted GFX	<input type="checkbox"/> Digital GFX		
	<input type="checkbox"/> Etched GFX	<input type="checkbox"/> Other		

Type of Light Fixtures	# of 8'	# of 6'	# of 4'	Other	We supply the fixtures and the bulbs.	PO #
-----						

Shaded area for office use only

## ACCEPTANCE OF BID

<b>BID:</b> We hereby propose to furnish material and labor to complete the work outlined above for the sum of:	
three thousand four hundred and thirty eight dollars	
dollars	
(\$ 3,438	) Payment to be made as follows: 3% Processing Fee for Credit Card Payments (Visa, Mastercard & Discover)
\$ 50% down	With this contract
\$	On or Before (date)
\$	Remainder-Net/30 upon installation
\$	On or Before (date)
<b>Items Not Included</b>	
* All Electrical work must be done by a licensed electrician. (Examples... disconnection, reconnection, timers, photo cells etc.)	
* Permit Fees, Lift equipment fees, inspection fees, Engineering fees and/or other required documents are not included in this contract.	
* Special Local Taxes are not included	
G & J Awning and Canvas, Inc.	
Acceptance of bid and terms. (See Reverse for terms)	
Date 1/18/2023	Signed Aaron Lang
Date 1/19/23	Signed Jenny Truong Owner

THIS CONTRACT IS VOID 30 DAYS FROM DATE UNLESS WHITE COPY IS SIGNED AND RETURNED TO G &amp; J AWNING &amp; CANVAS, INC.

G &amp; J AWNING &amp; CANVAS TAKES PHOTOGRAPHS OF COMPLETED PROJECTS FOR MARKETING AND ADVERTISING USE. BY SIGNING YOU ARE AUTHORIZING G &amp; J AWNING TO USE PROJECT IMAGES FOR MARKETING AND ADVERTISING PURPOSES.

G &amp; J AWNING &amp; CANVAS COMPLIES WITH ALL WORKMAN'S COMPENSATION &amp; PROPERTY DAMAGE LIABILITY INSURANCE LAWS

## TERMS OF AGREEMENT

You understand that there are no oral agreements between you and G & J Awning & Canvas, Inc.

("G & J Awning"). All work you expect G & J Awning to perform has been included in this proposal. Nothing in this proposal can be changed unless it is changed in writing on a separate form and signed by you and G & J Awning. For your information, installation workers have no authority to make or sign changes to this contract.

G & J Awning provides a two (2) year limited warranty for its work, covering both labor and materials furnished by G & J Awning. This warranty does not include damages due to negligence, vandalism, acts of nature, labor or materials not provided by G & J Awning, or other actions beyond G & J Awning's control. Graphics on loose valances & light bulbs are not covered by this warranty. The fabric you selected may also be warranted by the manufacturer. Upon receipt of payment in full from this job, G & J Awning will assign any manufacturer's warranties to you.

You agree to clear the work area of any obstructions prior to G & J Awning's arriving for installation. If the work area is not clear of obstructions at that time, you agree to pay any additional costs for G & J Awning's workers to wait for you to clear the obstructions so work may begin. You also are liable for scheduled trip charges if, upon arrival, the awnings cannot be installed and must be hauled back to G & J Awning.

The parties agree this contract was made in Benton County, MN. Unless waived in writing by G & J Awning, venue and jurisdiction for any and all disputes arising out of this Contract, or any other dispute between G & J Awning and Purchaser shall be heard in the Minnesota State District Court for Benton County. In the event G & J Awning is successful in any such litigation, Purchaser agrees to pay all of G & J Awning's attorney's fees, cost and disbursements. Nothing in this proposal prevents G & J Awning from enforcing a Mechanic's Lien, Construction Lien or other similar lien rights. This provision does not prevent G & J Awning from agreeing, in writing to submit any disputes to arbitration, if arbitration is required in the contract, or the General Contract.

You will be billed on a monthly basis and we expect that within thirty (30) days after receipt of such statement you pay the total balance owed for that period. If you fail to pay that amount you will be assessed a finance charge of one and one-half (1.5%) percent per month (annual percentage rate of eighteen [18%] percent), or a minimum finance charge of fifty (\$.50) cents a month as permitted by state law. It is hereby mutually agreed upon by the parties that all fees that are billed shall be paid as set forth above, and that under no circumstances shall any amount of the fees for materials, labor, skill or other services be withheld from payment for any reason. If G & J Awning is required to retain an attorney to collect any money you owe, you agree to pay all of G & J 's attorney's fees, costs and disbursements. Any claim by you or G & J Awning in any way arising out of this contract, and any and all other agreements between you and G & J Awning and or any way arising or related to the physical condition of the property, shall be settled by binding arbitration.

**ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY, INCLUDING G & J AWNING, MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID IN FULL FOR THEIR CONTRIBUTIONS. THIS NOTICE IS TO ADVISE YOU OF YOUR RIGHTS UNDER MINNESOTA LAW IN CONNECTION WITH THE IMPROVEMENT TO YOUR PROPERTY.**



# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 6E

**Report From:** Jacob Thunander, Community Development Director

**Agenda Item:** Consideration of Extending Filing of Final Plat for Pintail Ponds Plat 3

**Core Strategy:**

- ☐ Inspire Community Engagement
- ☐ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☐ Ensure Safe/Well Kept Community
- ☒ Other: City Code Requirement

---

## Background

The City approved the developer agreement and final plat for Pintail Ponds Plat 3 on October 17, 2022.

Per the City's Subdivision Ordinance, the approved Final Plat is required to be filed with the Wright County Recorder within sixty days of Final Plat approval, otherwise the approval is null and void. The applicant (The Willows of Annandale) was approved for a 60 day extension of recording the plat to February 14, 2023.

Due to the cost of infrastructure, the applicant is requesting a second extension of the filing requirement. The applicant may submit the site and building plan review for the second phase of the project to help with the cost of the infrastructure for the entire development.

## Recommended Action

Approve six-month extension (August 14, 2023) for filing Pintail Ponds Plat 3.

---

## Attachments:

Applicant Extension Request

February 6, 2023

To: The City of Annandale

From: Gary Stang c/o The Willows of Annandale, LLC

Re: Recording of final plat for The Willows of Annandale, LLC- 28.77 acre parcel

Hello,

I am writing to request an extension of the recording of the final plat for this parcel.

Due to the extensive infrastructure requirements on this site, I cannot move forward with the construction of any one building. I have gathered a group of people to explore the possibility of constructing two buildings in a tighter timeline. We have already met once and we should have some answers in the next few weeks. If I/we can make the numbers work, the plan would be to submit in March.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Gary Stang".

Gary Stang- Manager

The Willows of Annandale, LLC



# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 6F

**Report From:** Pete Standafer, Police Chief

**Agenda Item:** Special Events

## Core Strategy:

- |  |   |
|--|---|
| <input type="checkbox"/> Inspire Community Engagement                  | <input type="checkbox"/> Provide Proactive Leadership               |
| <input type="checkbox"/> Increase Operational Effectiveness            | <input checked="" type="checkbox"/> Ensure Safe/Well Kept Community |
| <input checked="" type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other: Click or tap here to enter text.    |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails            |   |

---

## Background

Attached are three Special Event Applications from Running Tangents-

- Fire Cracker Run- July 1, 2023
- Main Street Mile- December 9, 2023
- Annandale Triathlon- July 16, 2023

Chief Standafer has reviewed all three requests and recommends approval of the Fire Cracker Run and Main Street Mile, but recommends further discussion the Annandale Triathlon.

## Recommended Action

Approve events as presented

---

## Attachments:

Applications





# ANNANDALE POLICE DEPARTMENT

## Special Event Application

Name: Mike Combs

Home Phone: 612-598-8587

Address: 541 Knollwood St W

Fax Number:

City, State, Zip: Annandale, MN 55302

Email Address: mike@running-tangents.com

Event Name: Firecracker 5K & 1 Mile Sparkler Run

Event Date: Sat, July 1, 2023

Set up time: 6:30am

Event time (start end): 8:00 – 10:30 am

Estimated # of participants: 300 - 400

Event Description: 5K & 1 Mile Run / Walk Road Race

Serving alcohol and/or food? There will be water / Gatorade / snacks for runners after they finish the races

Business/liquor License holder:

Contact person: Mike Combs

Phone number: 612-598-8587

Starting location (if applicable): 331 Harrison St W, Annandale, MN 55302 (St. John's)

Ending location (if applicable): 331 Harrison St W, Annandale, MN 55302 (St. John's)

Area(s) to be closed off during event (you must also supply a map of area/route to be closed off):

Close east half of Morrison to cars between 8:45am-9:30am.

We will also have volunteers in reflective vests out there.

Safety Procedures (ie: traffic control, event personnel, other facilities as needed, etc):

Would like to have traffic control at Douglas/Highland + Brown/Knollwood at 8:00am for 15 minutes.

Would like traffic control at both Cypress/Morrison intersections and Douglas/Highland at 8:45am for 45 minutes.

The undersigned applicant hereby agrees to the Annandale Police Departments requirements and holds harmless APD for any acts resulting from the negligence of his/her organizers, participants or any spectators.

Signed: Mike Combs

Date: 2-4-23

### OFFICE USE ONLY – ANNANDALE POLICE DEPARTMENT

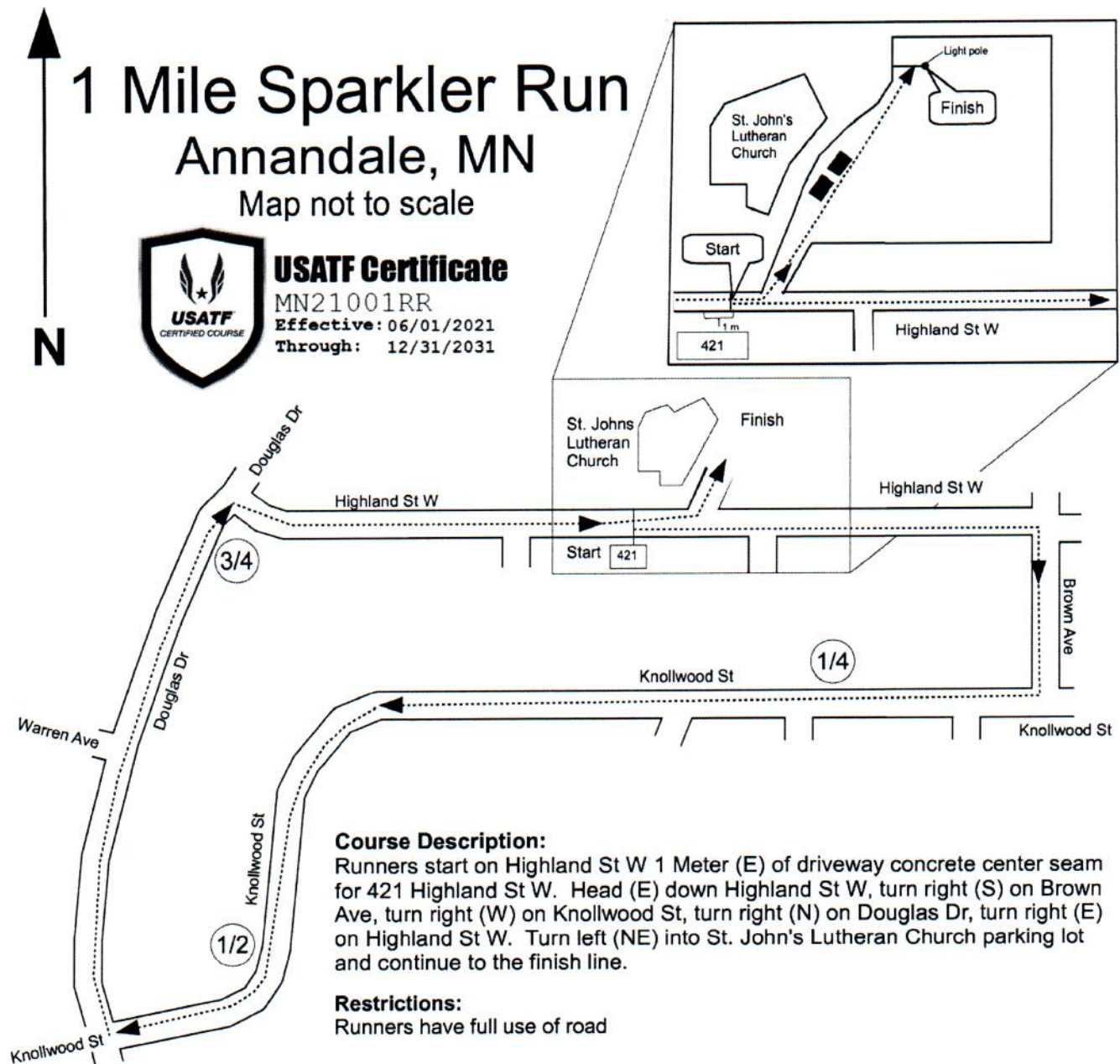
Number of cars required: \_\_\_\_\_

Number of officers required: \_\_\_\_\_ x \$40/hour = \$ \_\_\_\_\_

APD comments: \_\_\_\_\_

APD approval signature: \_\_\_\_\_

Date: \_\_\_\_\_



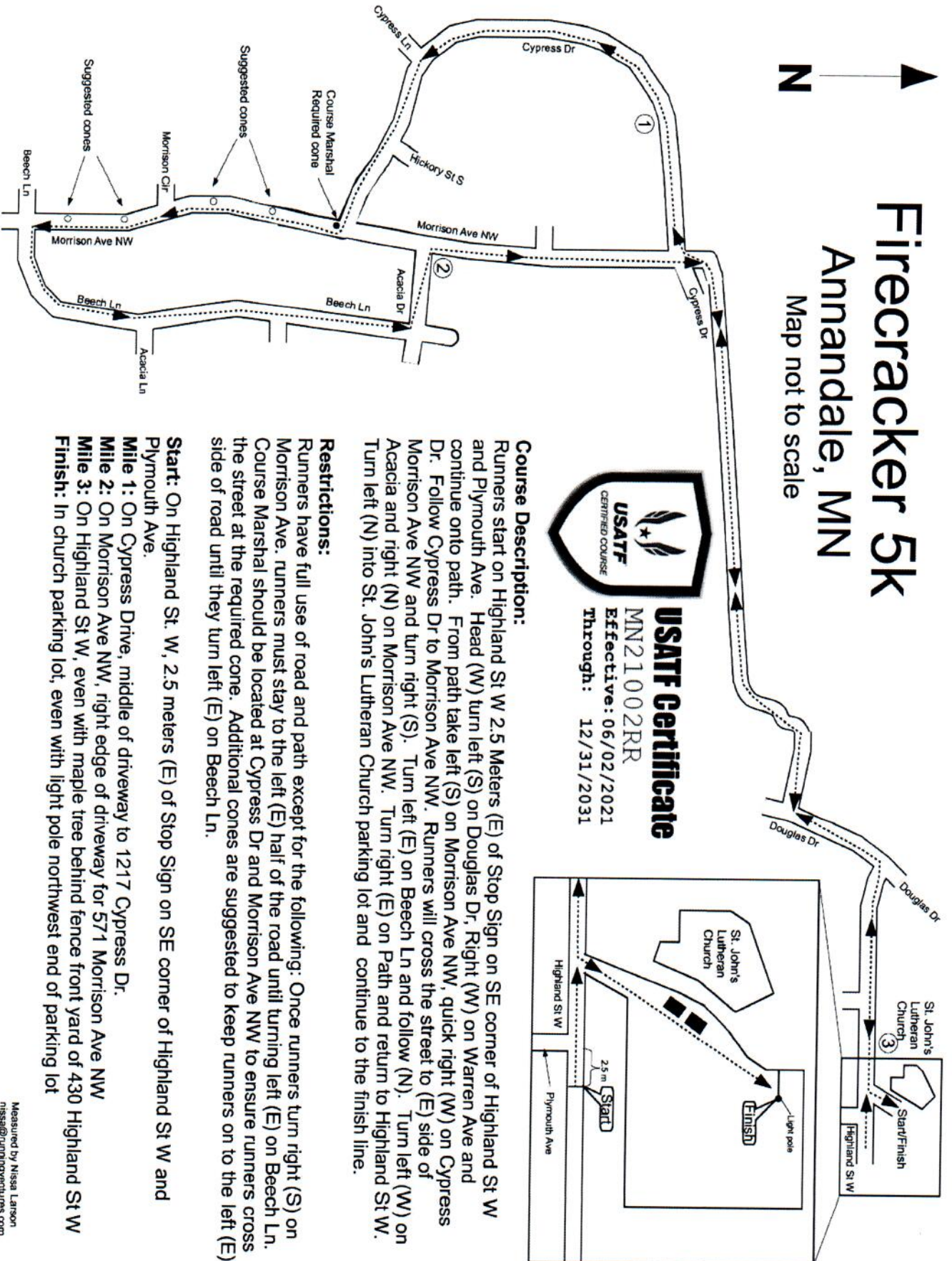
**Start:** On Highland St. W, 1 meter (E) of driveway concrete center seam for 421 Highland St W  
**1/4 Mile:** On Knollwood St, even with (NE) corner of Brick building at Annandale Square 321 Knollwood St.  
**1/2 Mile:** On Knollwood St, even with front door of 561 Knollwood St.  
**3/4 Mile:** On Douglas Dr, left edge of driveway apron for 201 Douglas Dr.  
**Finish:** In church parking lot, even with light pole northwest end of parking lot



# Firecracker 5k

## Annandale, MN

Map not to scale



### USATF Certificate

MN21002RR

Effective: 06/02/2021

Through: 12/31/2031

#### Course Description:

Runners start on Highland St W 2.5 Meters (E) of Stop Sign on SE corner of Highland St W and Plymouth Ave. Head (W) turn left (S) on Douglas Dr, Right (W) on Warren Ave and continue onto path. From path take left (S) on Morrison Ave NW, quick right (W) on Cypress Dr. Follow Cypress Dr to Morrison Ave NW. Runners will cross the street to (E) side of Morrison Ave NW and turn right (S). Turn left (E) on Beech Ln and follow (N). Turn left (W) on Acacia and right (N) on Morrison Ave NW. Turn right (E) on Path and return to Highland St W. Turn left (N) into St. John's Lutheran Church parking lot and continue to the finish line.

#### Restrictions:

Runners have full use of road and path except for the following: Once runners turn right (S) on Morrison Ave, runners must stay to the left (E) half of the road until turning left (E) on Beech Ln. Course Marshal should be located at Cypress Dr and Morrison Ave NW to ensure runners cross the street at the required cone. Additional cones are suggested to keep runners on to the left (E) side of road until they turn left (E) on Beech Ln.

**Start:** On Highland St. W, 2.5 meters (E) of Stop Sign on SE corner of Highland St W and Plymouth Ave.

**Mile 1:** On Cypress Drive, middle of driveway to 1217 Cypress Dr.

**Mile 2:** On Morrison Ave NW, right edge of driveway for 571 Morrison Ave NW

**Mile 3:** On Highland St W, even with maple tree behind fence front yard of 430 Highland St W  
**Finish:** In church parking lot, even with light pole northwest end of parking lot





# ANNANDALE POLICE DEPARTMENT

## Special Event Application

Name: Mike Combs

Home Phone: 612-598-8587

Address: 541 Knollwood St W

Fax Number:

City, State, Zip: Annandale, MN 55302

Email Address: mike@running-tangents.com

Event Name: Main Street Mile

Event Date: Saturday, Dec 9, 2023

Set up time: 12pm, 1 hour

Event time (start end): 1:00 – 1:30 pm

Estimated # of participants: 100-200

Event Description: 1 mile race, map included.

Race starts at 1pm, with last finishers done around 1:20pm. 45 minutes needed for finish line to be set up and space for runners to warm up before race start.

Serving alcohol and/or food? NO Business/liquor License holder:

Contact person: Mike Combs

Phone number: 612-598-8587

Starting location (if applicable): Cedar St W, just south of Clock Tower Park

Ending location (if applicable): Oak Ave, east side of street, across from south end of bowling alley

Area(s) to be closed off during event (you must also supply a map of area/route to be closed off):

-Cedar St W closed off from 12pm – 1pm for runners to warm up.

-Park St W closed from 1 – 1:30pm during race.

-Parking blocked off on the east side of Excelsior from Cedar St W to Candlestick St W.

-Parking blocked off on the east side of Oak Ave from Cedar St W to Candlestick St W.

Safety Procedures (ie: traffic control, event personnel, other facilities as needed, etc):

-Annandale Reserve Police or volunteers at specific intersections, at discretion of Annandale Police Chief.

-Athletic Trainer on site in case of runner injury. Timing company staff will be present.

-Event will have insurance provided by USA Track & Field.

The undersigned applicant hereby agrees to the Annandale Police Departments requirements and holds harmless APD for any acts resulting from the negligence of his/her organizers, participants or any spectators.

Signed: Mike Combs

Date: 2-4-23

### OFFICE USE ONLY – ANNANDALE POLICE DEPARTMENT

Number of cars required: \_\_\_\_\_ Number of officers required: \_\_\_\_\_ x \$40/hour = \$ \_\_\_\_\_

APD comments: \_\_\_\_\_

APD approval signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Main Street Mile**  
Annandale, MN



**USATF Certificate**

MN21019RR

Effective: 12/07/2021

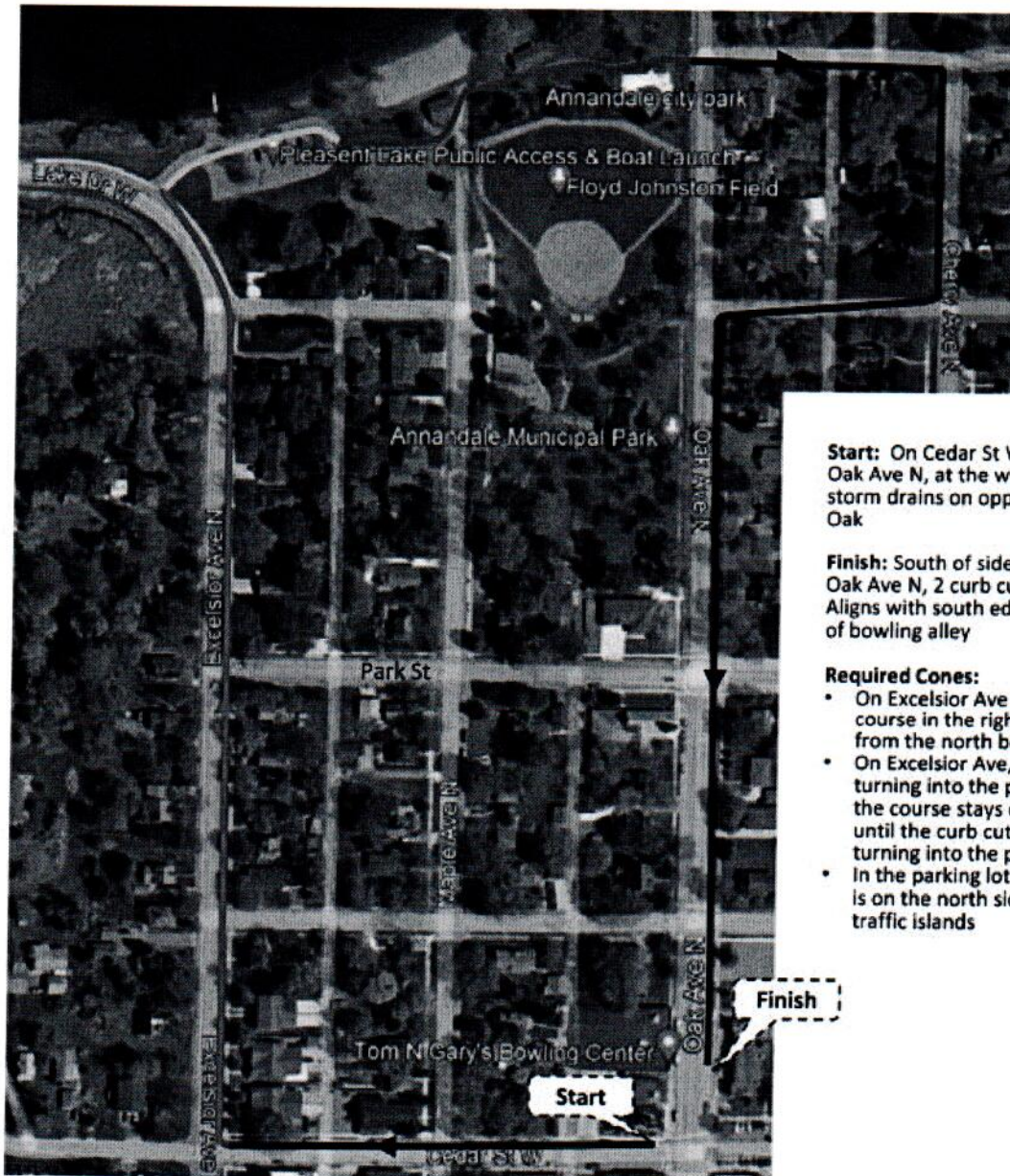
Through: 12/31/2031

Shortest path (given restrictions listed on this map) is measured

- Full Width of Road
- Restricted Route: Right Shoulder. Cones Required
- Restricted Route: North Side of Islands. Cones Required
- Full Width of Path

**The Course**

From **Start** go west on Cedar St  
Turn north on Excelsior Ave  
Turn right into parking lot before lake  
Stay on lake side of traffic islands  
Enter path on east end of parking lot  
Turn north on Maple Ave  
Turn east onto path  
Continue east on Lake Dr E  
Turn south on Cherry Ave  
Turn west on Candlestick St  
Turn south on Oak St to **Finish**



**Start:** On Cedar St W, just west of Oak Ave N, at the west edge of the storm drains on opposite sides of Oak

**Finish:** South of sidewalk to 125 Oak Ave N, 2 curb cuts south. Aligns with south edge of window of bowling alley

**Required Cones:**

- On Excelsior Ave to isolate the course in the right shoulder from the north bound traffic
- On Excelsior Ave, just prior to turning into the parking lot so the course stays on Excelsior until the curb cut for traffic turning into the parking lot
- In the parking lot so the course is on the north side of the two traffic islands





# ANNANDALE POLICE DEPARTMENT

## Special Event Application

Name: Mike Combs

Home Phone: 612-598-8587

Address: 541 Knollwood St W

Fax Number:

City, State, Zip: Annandale, MN, 55302

Email Address: mike@running-tangents.com

Event Name: Annandale Triathlon

Event Date: Sun, July 16 (setup July 15)

Set up time: Sat, July 15, noon and Sun, July 16, 5am

Event time (start end): Sun, July 16, 6am participant show up, 8am race start, awards over by 2pm, cleanup by 5pm

Estimated # of participants: 150+

**Event Description:** Triathlon with a short course (0.25 mi swim, 9.3 mi bike, 2.0 mi run) and a long course (0.5 mi swim, 22.2 mi bike, 5.1 mi run). Both courses will start at the Pleasant Lake beach, bike out / in Lake West Dr / Montgomery, and will have a common finish in the baseball field.

**Serving alcohol and/or food?** Yes Business/liquor License holder: To Be Determined

\*Alcohol would not be sold. Beer would be given to finishers if a business can be found to provide this service.

Contact person: \_\_\_\_\_

Phone number: \_\_\_\_\_

**Starting location:** Lake Pleasant Beach

**Ending location:** Annandale Municipal Park baseball field

**Area(s) to be closed off during event (you must also supply a map of area/route to be closed off):**

Pleasant Lake Beach, Annandale Municipal Park, roads closed as indicated on enclosed maps in discussion with Police Chief; 90<sup>th</sup> St NW closed from 24 to Oliver Ave NW and Nevens blocked off at Hwy 55 and 100<sup>th</sup> St NW

**Safety Procedures** (ie: traffic control, event personnel, other facilities as needed, etc):

athletic trainers on site, timing company setup and staff, water safety as determined by county, police officers monitoring traffic at intersections as determined by Police Chief, volunteers monitoring intersections as allowed, event staff monitoring bike transition area

The undersigned applicant hereby agrees to the Annandale Police Departments requirements and holds harmless APD for any acts resulting from the negligence of his/her organizers, participants or any spectators.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

### OFFICE USE ONLY – ANNANDALE POLICE DEPARTMENT

Number of cars required: \_\_\_\_\_ Number of officers required: \_\_\_\_\_ x \$40/hour = \$ \_\_\_\_\_

APD comments: *Must be presented to council for consideration*

APD approval signature: \_\_\_\_\_

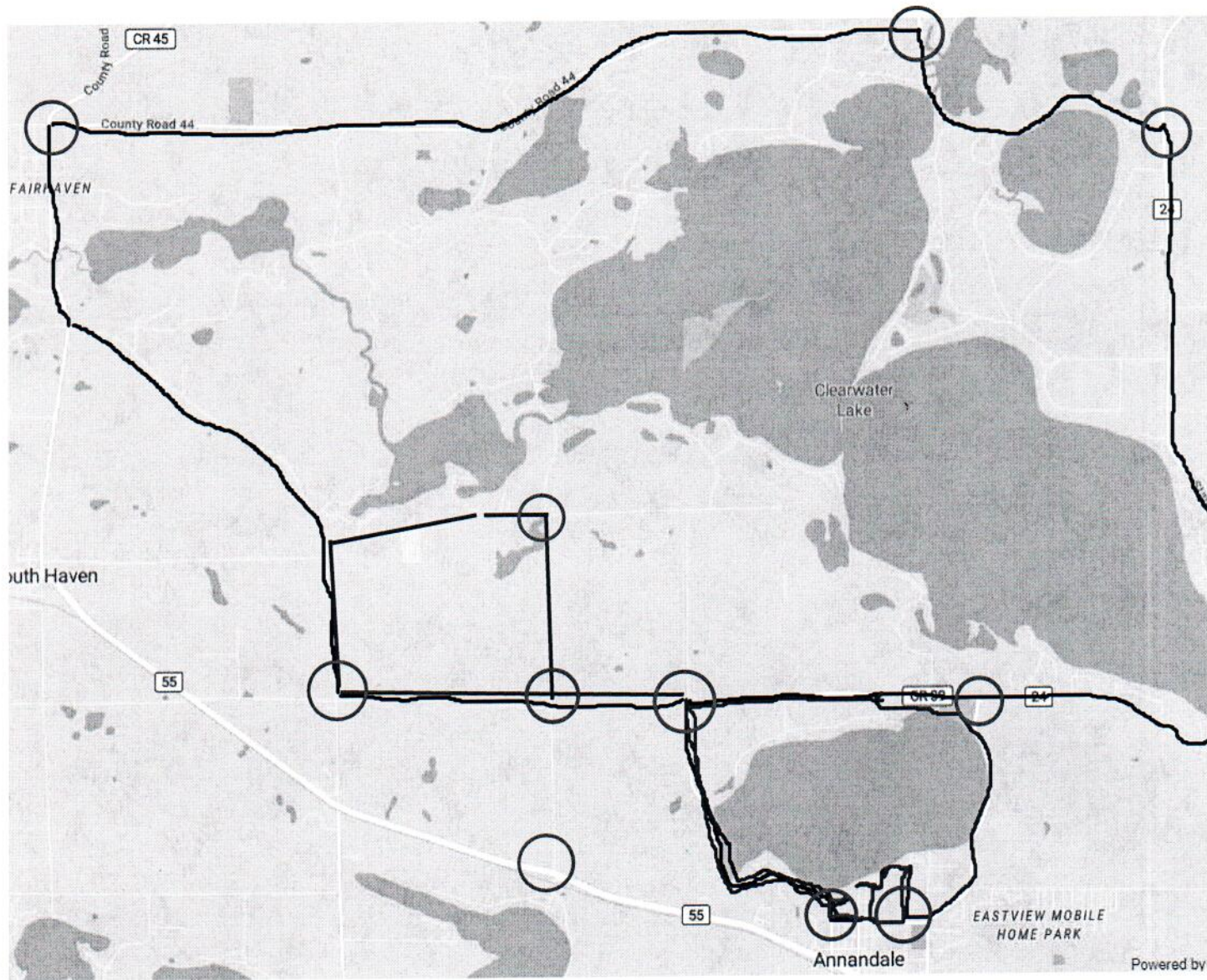
Date: \_\_\_\_\_

City Council approval (if applicable) yes/no

Date: \_\_\_\_\_

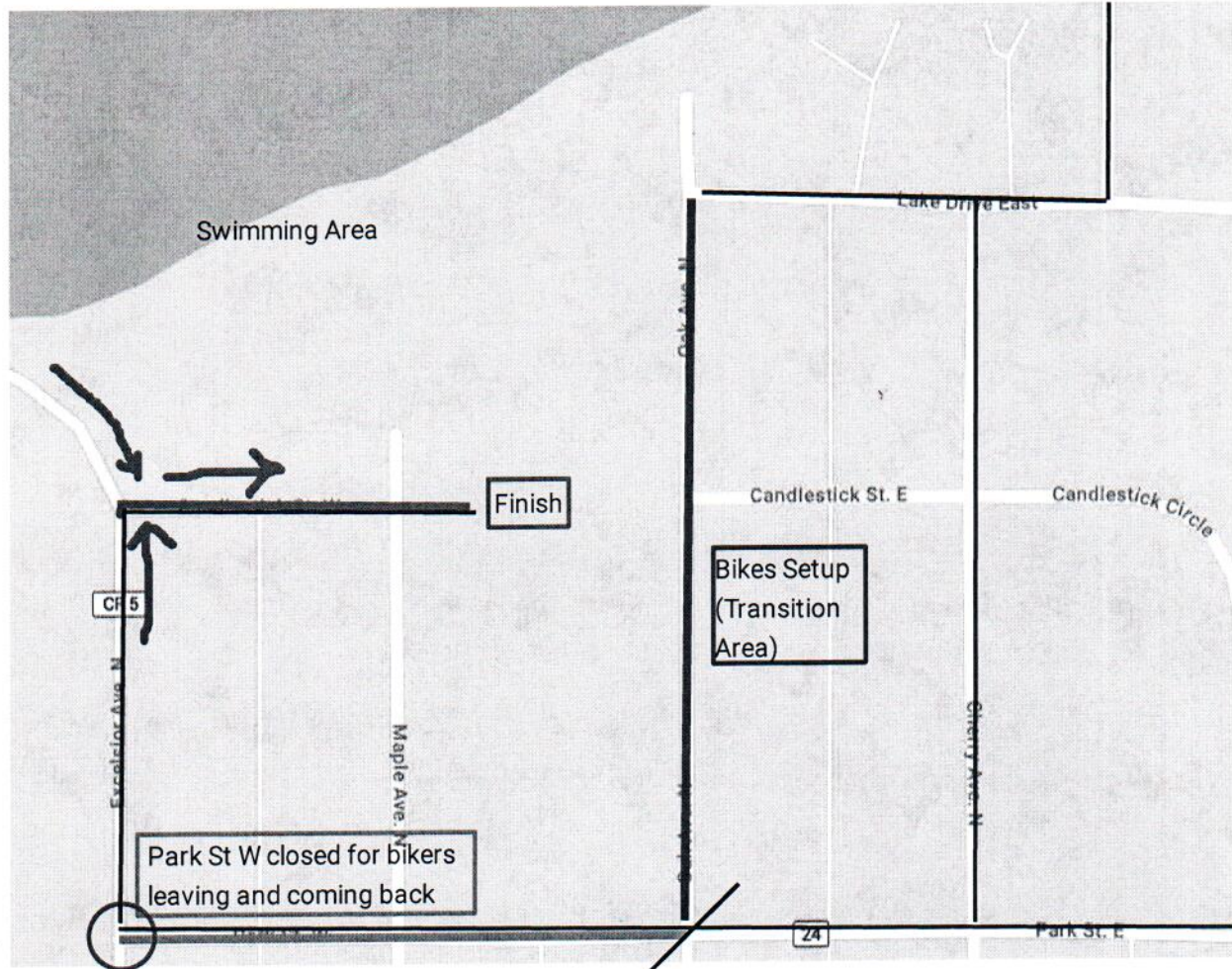


○ LE required



# Annandale Triathlon - Annandale Municipal I

○ LE required







# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 6G

**Report From:** Kelly Hinnenkamp, City  
Administrator

**Agenda Item:** Local Board of Review

**Core Strategy:**

- |   |  |
|---|--|
| <input type="checkbox"/> Inspire Community Engagement       | <input type="checkbox"/> Provide Proactive Leadership    |
| <input type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input checked="" type="checkbox"/> Other: Compliance    |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails |  |

---

**Background**

The date for the annual Board of Review is set for April 10, 2023 at 6:00pm.

**Recommended Action**

Set Date for Annual Board of Review

---

**Attachments:**

None



# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 9H

**Report From:** Jacob Thunander, Community Development Director

**Agenda Item:** Accepting Grant Navigator Funding

**Core Strategy:**

- ☐ Inspire Community Engagement
- ☐ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☒ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☐ Ensure Safe/Well Kept Community
- ☐ Other:

---

## Background

Council authorized staff to apply to the Grant Navigation Program through the League of Minnesota Cities. The City was notified that the request was approved for \$5,000.

Council is requested to accept the funding and proceed with hiring a contractor to assist with grant writing for Recreation Park improvements consistent with the approved amenity plan. Staff intends to submit a grant through the Minnesota DNR's Outdoor Recreation Program, which can reimburse the City up to 50 percent of total eligible costs (up to \$350,000).

The amenity plan was completed by Bolton & Menk and staff recommend them as the contractor for grant writing services due to their familiarity with the project.

## Recommended Action

Approve Resolution.

---

## Attachments:

Resolution: Accepting Grant Navigator Funding

**CITY OF ANNANDALE  
RESOLUTION NO. 23-**

**A RESOLUTION ACCEPTING GRANT NAVIGATOR FUNDING**

**WHEREAS**, the League of Minnesota Cities (“LMC”) has created a pilot Grants Navigation Program (“Grant”) in which LMC provides grants up to \$5,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects.

**WHEREAS**, the City of Annandale (“City”) submitted an application for the Grant, a copy of which is attached hereto as Exhibit A (“Application”) for support in finding grant funding for (“Project”).

**WHEREAS**, the City has been notified that it has been awarded \$5,000 from the Grant (“Funding”) to find additional grant funding for the Project.

**WHEREAS**, the City Council has determined that it is in the best interests of the City to accept the Funding and proceed with hiring a contractor to assist in finding additional grant opportunities for the Project as noted in the Application, subject to the terms and conditions of the Grant.

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNANDALE, MINNESOTA AS FOLLOWS:

1. The City accepts the Funding in order to seek additional grant opportunities to complete the Project consistent with the findings in the Application.
2. The City shall use the Funding to enter into an agreement with Bolton & Menk, Inc. (“Contractor”) to find additional grant funding for the Project in a manner consistent with the terms and conditions of the Grant and the Application.
3. The City Administrator is hereby appointed as the City’s Authorizing Agent related to the Grant and the Project.
4. The Authorizing Agent is granted the authority to commit the City to any terms and conditions required to accept the Grant.
5. The Authorizing Agent is granted the authority and directed to execute any documents necessary to accept the Funding.
6. The Authorizing Agent shall serve as the City’s official liaison with the entity issuing the Grant.
7. The Authorizing Agent is granted the authority to direct City staff and the Contractor in matters related to accepting the Grant and finding funding for the Project.
8. If a state, federal, foundation, or nonprofit grant match is not found, or is applied to but not awarded, the City will seek feedback on why the project was not eligible and report back to the LMC with these findings consistent with the terms and conditions of the Grant.



9. If a state, federal, foundation, or nonprofit grant is awarded, a project assessment will be submitted to LMC within six months of the application's approval and then periodically until after project completion consistent with the terms and conditions of the Grant.

Passed by the City Council of Annandale, Minnesota this 13<sup>th</sup> day of February 2023.

---

Shelly Jonas, Mayor

Attested:

---

Kelly Hinnenkamp, City Administrator

**EXHIBIT A**  
(Grant Navigator Application)

<b>Name</b>	
	Jacob Thunander
<b>Title</b>	
	Community Development Director
<b>Email Address</b>	
	<a href="mailto:jthunander@annandale.mn.us">jthunander@annandale.mn.us</a>
<b>Phone</b>	
	(320) 274-3055
<b>Office Address</b>	
	30 Cedar Street East Annandale, Minnesota 55302 United States <a href="#">Map It</a>
<b>Department</b>	
	Administration/Community Development
<b>Chief Administrative Officer</b>	
	Kelly Hinnenkamp, City Administrator
<b>Briefly describe the project</b>	
	<p>Members of the Annandale community developed a vision for the Annandale Recreation Park based on the demonstrated need for additional athletic fields and expanded park amenities. This vision included athletic fields, trails, an inclusive playground, splash pad, picnic shelters, concession buildings and planned open space.</p> <p>In 2018 the City and School District partnered to develop the first phase of this project, which included athletic fields and a 1 mile trail around the park complex. The completion of this phase met the immediate need for additional field space within the community. The demonstrated use of this facility and current growth within the area has increased the need for the next phase, which is the development of the playground, splash pad, and picnic shelters. This project will be the community's first all-inclusive playground.</p>
<b>What is the project's estimated cost?</b>	
	The total project cost is estimated at \$2.3 million.
<b>When do you expect to start and complete the project?</b>	
	We would like to begin the project this fall, pending funding.
<b>At what point in development is the project currently? This includes phases such as concept, feasibility study, preliminary engineering, committed project, etc.</b>	
	<p>The City completed and approved an amenity area plan and received an Engineer's estimate. The Annandale Park Commission and Recreation Park Board also recommended approval of the plan.</p> <p>The playground and splash plan have been designed by the City's consultant - Flagship Recreation.</p>
<b>Are there any grants you are currently pursuing or grants you believe your project may be eligible for?</b>	
	Outdoor Recreation Grant - Minnesota Department of Natural Resources
<b>Has the city council approved a resolution of support for the project?</b>	
	Yes
<b>If you responded Yes, upload a copy of the resolution that was passed by the City Council.</b>	

	<ul style="list-style-type: none"> <li><a href="#">Resolution-23-04.pdf</a></li> </ul>
<b>Who are the primary city staff involved with the project? Please include names and job titles.</b>	
	Jacob Thunander, Community Development Director Kelly Hinnenkamp, City Administrator Joe Haller, Public Works Director Jared Voge, City Engineer (Bolton and Menk)
<b>Is the city working with consultants on this project? If so, who?</b>	
	The City is working with Bolton and Menk for engineering and design and Flagship Recreation for playground/splash pad design.
<b>Have you engaged with an engineer, planning agency, architect, or financial advisor to assess the overall cost of the project, funding options, and the financial impact to the city? If so, who? What stage is the financial planning in?</b>	
	We have engaged Bolton and Menk to create an engineer's estimate. The City plans to fund the project through a variety of sources including donations from residents, businesses, and community organizations, park dedication funds, and the general fund.
<b>Who are the consultants you expect to pay using the League grant? Only the primary grant consultants are required. This may be the same consultant as listed above or may not yet be determined.</b>	
	We would like to engage Bolton and Menk to assist with submitting the grant to the DNR. \$6,000-\$7,000
<b>Feasibility studies are a formal assessment of the practicality of a proposed plan and are recommended to be conducted prior to committing resources and time. Has a feasibility study been conducted for the project?</b>	
	Yes
<b>Is there a Capital Investment Plan (CIP) for the project?</b>	
	No
<b>Has a local funding source been identified for the project (e.g., savings, bonds)?</b>	
	Yes
<b>Are there any other regulatory approvals needed (e.g., county, state agency)?</b>	
	No



# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 6F

**Report From:** Kelly Hinnenkamp, City Administrator

**Agenda Item:** Resolution Purchasing Bobcat

**Core Strategy:**

- |  |  |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement                  | <input type="checkbox"/> Provide Proactive Leadership                            |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community                         |
| <input type="checkbox"/> Enhance Local Business Environment            | <input type="checkbox"/> Other: <a href="#">Click or tap here to enter text.</a> |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails            |  |

---

## Background

The Public Works Department has the purchase of a new bobcat scheduled in the Capital Equipment Plan for 2023. Joe Haller received a quote from Farm Rite Equipment in Dassel. The proposed bobcat will include the trade in of the 2016 S590 bobcat with bucket.

Attached is the MN State Contract Price from Farm-Rite and a copy of the department's 10 year Capital Equipment Plan. The net purchase price after the trade in is \$34,845.96. The City budgeted a net purchase price of \$45,000 for this replacement in 2023.

## Recommended Action

Approve Resolution Purchasing Bobcat

---

## Attachments:

- Resolution
- Farm Rite Quote
- Public Works 10 Year Capital Plan

# **RESOLUTION**

## **23-\_\_**

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

### **RESOLUTION APPROVING THE PURCHASE OF TRUCK**

**WHEREAS**, Public Works Director, Joe Haller has recommended the City purchase a Bobcat; and

**WHEREAS**, this Bobcat is scheduled for purchase for 2023 in the City's Capital Improvement Plan; and

**WHEREAS**, the City of Annandale participates in the Minnesota State Cooperative Purchasing Program; and

**WHEREAS**, Joe Haller received pricing from Farm-Rite Equipment, who was awarded the Minnesota State Cooperative Purchasing Contract; and

**WHEREAS**, the Minnesota State Cooperative Purchasing Contract pricing for the proposed Bobcat \$64,845.96, and

**WHEREAS**, Farm Rite included the trade in value of \$30,000 for the 2016 S590 Bobcat.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Annandale, Wright County, Minnesota, hereby authorizes the purchase of a Bobcat from Farm-Rite Equipment, under the MN State Cooperative Purchasing Contract in the amount \$34,845.96.

The foregoing resolution was duly seconded by Councilmember \_\_, upon a vote being taken thereon, the following members voted in favor thereof: \_\_\_\_\_; the following members voted against: None; the following members abstained: None; the following members were absent: None.

WHEREUPON, said resolution was declared duly passed and adopted this 13th day of February 2022.

---

City Clerk



US Hwy. 12 W • PO Box 26  
Dassel, MN 55325  
320.275.2737 c 888.679.4857  
320.693.6929 (home)  
support@farmriteequip.com (email)  
www.farmriteequip.com

**TIM COX**  
Sales Manager

Sales - Service - Parts - Rental

## x Transmission Form Farm-Rite Equipment

West Hwy. 12 Box 26  
Dassel, MN 55325  
Phone: 320-275-2737  
FAX: 320-275-3232



TO City of Annandale  
FAX Joe Haller 763-238-6463  
DATE 1-23-2023



1-New S76 Bobcat 46803<sup>12</sup>



1- offset 66" 12'00 Tires SKZ 78<sup>96</sup>



1- Joystick Controls 724<sup>08</sup>



1- C67 Package  
Cab Heater Air Cond RADIO  
Sound Reduction LED Lights 6209<sup>28</sup>



7" Touch Screen Air Seat



Blue Tooth



1- P69 Package



2 speed, Powerquick hitch  
High Flow, 7pin Self leveling 6420<sup>12</sup>



Ride Control Reversing Fan

1- Rear Camera 550<sup>02</sup>

1- Strobe light 650<sup>02</sup>

1- 68" HD Bucket 1310<sup>40</sup>

1- 68" Bolt on edge 350<sup>02</sup>

1- Freight Setup prep 1750<sup>02</sup>

Minnesota State Bid Price 6484596  
30000 02

TRADE 2016 S590 #AR9R16352 w/Bucket \$1 2484596



## Street Equipment Fund

		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Beginning Year Fund Balance</b>		\$ 220,891	\$ 201,391	\$ 221,391	\$ 206,391	\$ 5,391	\$ 75,391	\$ 92,891	\$ 150,391	\$ 18,391	\$ 98,391
<b><u>Revenues and Other Fund Sources</u></b>											
Budget Allocation		\$ 60,000	\$ 65,000	\$ 65,000	\$ 70,000	\$ 70,000	\$ 75,000	\$ 75,000	\$ 80,000	\$ 80,000	\$ 85,000
Sale of Asset		\$ -	\$ 20,000	\$ -	\$ 4,000	\$ -	\$ -	\$ 10,000	\$ 58,000	\$ -	\$ -
Sale of Assets		\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -
		\$ 70,500	\$ 85,000	\$ 65,000	\$ 74,000	\$ 70,000	\$ 105,000	\$ 85,000	\$ 138,000	\$ 80,000	\$ 85,000
<b><u>Expenditures and Uses</u></b>											
MOWER	STR 21-005	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mini-Excavator	STR 22-003	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOADER	STR 23-001	\$ -	\$ -	\$ -	\$ 260,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BOBCAT	STR 23-002	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BUCKET TRUCK	STR 25-001	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOWER	STR 25-002	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BOBCAT	STR 27-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -
PICKUP	STR 28-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,500	\$ -	\$ -	\$ -
PLOW TRUCK	STR 29-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -
MOWER	STR 29-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -
PICKUP- F550	STR 31-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,000
PICKUP WITH CRANE	SWR 27-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,500	\$ -	\$ -	\$ -	\$ -
		\$ 90,000	\$ 65,000	\$ 80,000	\$ 275,000	\$ -	\$ 87,500	\$ 27,500	\$ 270,000	\$ -	\$ 82,000
<b>Ending Year Fund Balance</b>		\$ 201,391	\$ 221,391	\$ 206,391	\$ 5,391	\$ 75,391	\$ 92,891	\$ 150,391	\$ 18,391	\$ 98,391	\$ 101,391





# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 6J

**Report From:** Jacob Thunander, Community Development Director

**Agenda Item:** Temporary Utility Easement Agreement Related to the Preserves at Lake John

**Core Strategy:**

- ☐ Inspire Community Engagement
- ☐ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☐ Ensure Safe/Well Kept Community
- ☒ Other: Development Related

---

## Background

The Preserves of Lake John, which is set to be recorded prior to March 31, 2023, relocates Nevens Avenue NW away from the lake. This means there will be a road connection from the current Nevens Avenue NW to the new road location on the north side of the plat. This connection occurs within Outlot B, owned by the City.

The City received a request from a utility company seeking to place a gas line along the road, which is in Outlot B and not within a public right-of-way (ROW). In the future, new Nevens Avenue NW will be continued northward in the new location and Outlot B could be a future park, which will include property north of it from the future northerly plat.

Since Outlot B is not technically ROW, staff recommends granting temporary easements for each requested utility company. The easements would then terminate when Nevens Avenue NW is relocated further north and this road connection is no longer needed. Then the utility companies would relocate their utilities off the Outlot and in the new ROW.

This option is the best fit for the City's future use of the property, as all infrastructure needs to be removed from the property once a recreational land use is established.

## Recommended Action

Approve Temporary Utility Easement Agreement

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## Attachments:

- Temporary Utility Easement
- The Preserves at Lake John Final Plat

---

### TEMPORARY UTILITY EASEMENT AGREEMENT

This Temporary Utility Easement Agreement is made on \_\_\_\_\_, 2023, by and between the City of Annandale, a Minnesota municipal corporation, "Grantor", and \_\_\_\_\_, Grantee.

#### RECITALS:

- A. Grantor is the owner of property legally described as Outlot B, The Preserve at Lake John, according to the plat thereof on file, Wright County, Minnesota (the "Property").
- B. Grantor will be using the Property for a temporary road connection for Nevens Avenue.
- C. Grantee desires to locate certain utilities within the Property which will not interfere with Grantor's use for road connection.
- D. Upon termination of the need for the temporary road connection, Grantor will be putting the Property to other uses which may not be compatible with the utility use.

Now, therefore, based upon the above recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms contained herein, the Grantor does hereby grant to the Grantee and its successors and assigns, a temporary utility easement over, under, across and upon real property situated in the County of Wright, State of Minnesota, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

(the "Easement").

The Easement may be terminated by Grantor, when, in Grantor's sole discretion, Grantor determines that the Property is no longer needed for the road connection to Nevens Avenue. Grantor shall provide Grantee with written notice that it is terminating the Easement. Grantee shall have ninety (90) days from receipt of the written notice or such longer period set forth in the notice to remove all of its utilities from the Easement and to restore the Easement area. Utilities may not be abandoned in place.

Grantee shall defend, indemnify and hold Grantor harmless, from and against all losses or claims of any kind arising out of Grantee's facilities located within the Easement and in any way related to Grantee's use of the Easement.

Notices to Grantee shall be delivered by U.S. Mail to the following address unless Grantee notifies Grantor of a change in mailing address:

Grantee Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto executed this document effective as of the day and year first above written.

**GRANTOR:**

CITY OF ANNANDALE

By: \_\_\_\_\_  
Shelly Jonas, Mayor

Attest: \_\_\_\_\_  
Kelly Hinnenkamp, City Administrator

STATE OF MINNESOTA     )  
  )ss  
COUNTY OF WRIGHT     )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Shelly Jonas and Kelly Hinnenkamp, the Mayor and the City Administrator, respectively, of the City of Annandale, a Minnesota municipal corporation, Grantor, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public

**GRANTEE:**

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF WRIGHT     )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, Grantee.

\_\_\_\_\_  
Notary Public

THIS DOCUMENT DRAFTED BY:  
Susan M. Dege  
Jovanovich, Dege & Athmann, PA  
1010 West St. Germain, Suite 420  
St. Cloud, MN 56301  
(320) 230-0203

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

KNOW ALL PERSONS BY THESE PRESENTS: That Rachel Development, Inc., a Minnesota corporation, owner of the following described property, situated in the County of Wright, State of Minnesota, to wit:

Government Lot 2, Section 25, Township 121, Range 28, Wright County, Minnesota.

And

That part of the north 148.00 feet of the Southwest Quarter of Section 25, Township 121, Range 28, Wright County, Minnesota, lying northwesterly of the centerline of County Road No. 183, as traveled. Said centerline being more particularly described as beginning at a point on the north line of said Southwest Quarter distant 283.02 feet east of the west quarter corner of said Section 25; thence southwesterly along an arc concave to the southeast having a radius of 300.00 feet to a point on the west line of said Southwest Quarter distant 283.02 feet south of said west quarter corner, and said centerline there terminating.

Has caused the same to be surveyed and platted as THE PRESERVE AT LAKE JOHN and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Rachel Development, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Rachel Development, Inc.

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_ of Rachel Development, Inc., a Minnesota corporation, on behalf of the corporation.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

I Marcus F. Hampton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Marcus F. Hampton, Land Surveyor, Minnesota License No. 47481.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota  
My commission expires January 31, 20\_\_\_\_

#### ANNANDALE PLANNING COMMISSION

Be it known that at a meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Planning Commission of the City of Annandale, Minnesota, did hereby approve this plat of THE PRESERVE AT LAKE JOHN.

By: \_\_\_\_\_, Chairperson

#### CITY COUNCIL, CITY OF ANNANDALE, MINNESOTA

This plat of THE PRESERVE AT LAKE JOHN was approved and accepted by the City Council of the City of Annandale, Minnesota at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: \_\_\_\_\_ Mayor By: \_\_\_\_\_ Clerk

#### WRIGHT COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Wright County Surveyor

#### WRIGHT COUNTY LAND RECORDS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Wright County Land Records Administrator

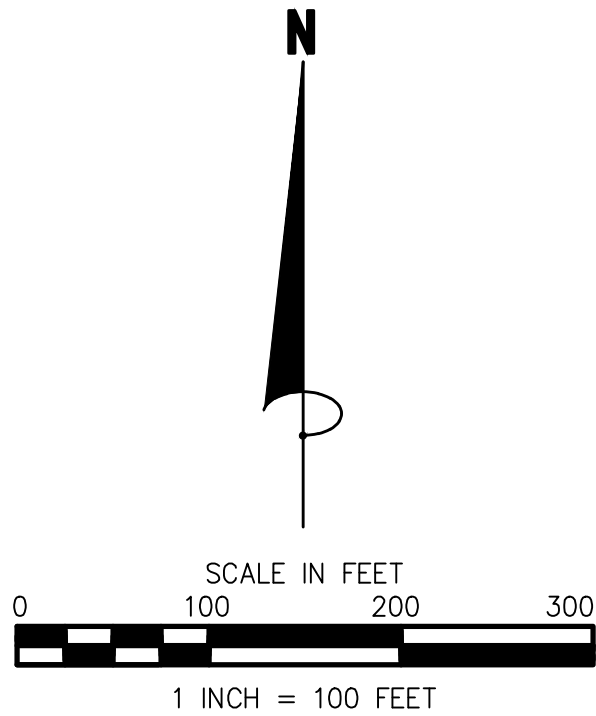
#### WRIGHT COUNTY RECORDER

I hereby certify that this instrument was filed in the office of the County Recorder for record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and was duly recorded in Cabinet No. \_\_\_\_\_

Sleeve \_\_\_\_\_, as Document Number \_\_\_\_\_

Wright County Recorder

# THE PRESERVE AT LAKE JOHN



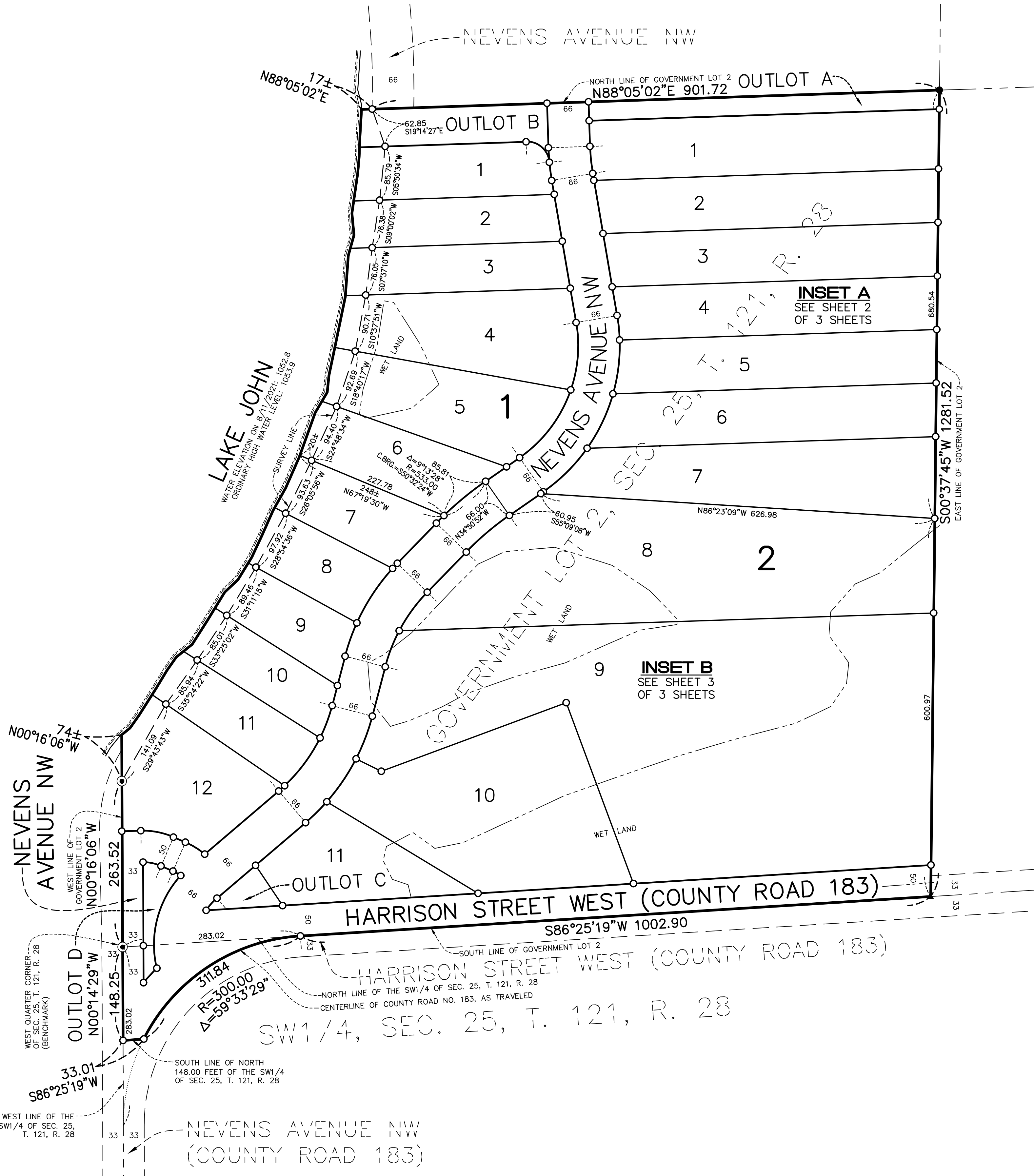
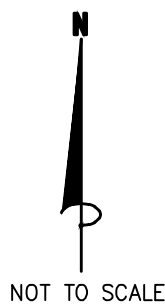
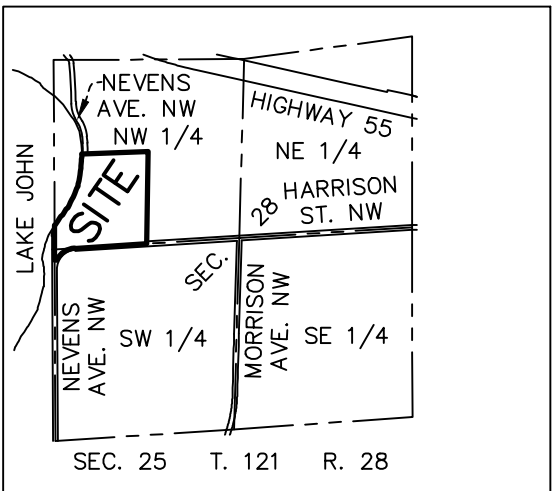
BEARING ORIENTATION:  
THE EAST LINE OF GOVERNMENT LOT 2, SEC. 25, T. 121, R. 28, IS ASSUMED TO BEAR S 00°37'45" W.

- DENOTES WRIGHT COUNTY CAST IRON MONUMENT
- DENOTES FOUND OPEN 1/2 INCH IRON MONUMENT UNLESS OTHERWISE NOTED
- ▲ DENOTES FOUND MAGNETIC NAIL
- DENOTES 1/2 INCH IRON MONUMENT THAT WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT. SAID MONUMENTS SHALL BE 1/2 INCH x 14 INCH IRON MONUMENTS MARKED BY R.L.S. NO. 47481.

--- DENOTES EDGE OF WET LAND

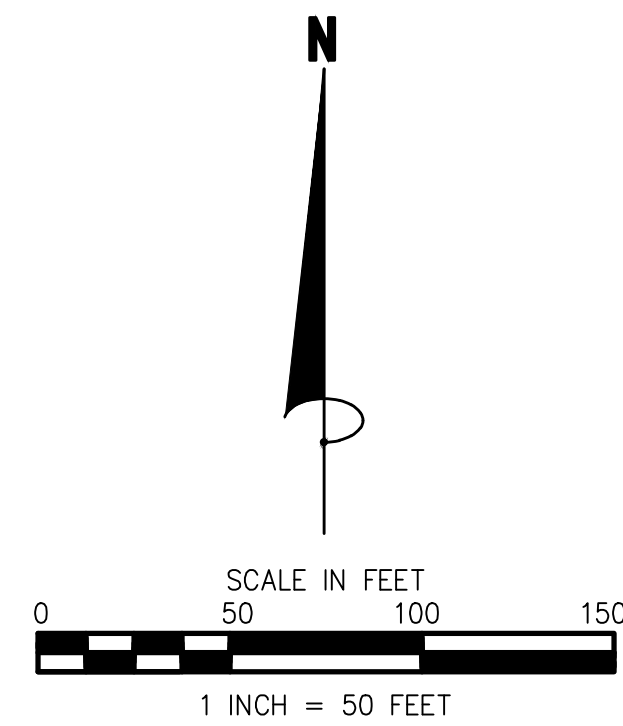
BENCHMARK: CAST IRON MONUMENT AT THE WEST QUARTER CORNER OF SEC. 25, T. 121, R. 28. ELEVATION = 1066.95 FEET (NAVD 88)

#### VICINITY MAP



THE PRESERVE AT LAKE JOHN

INSET A

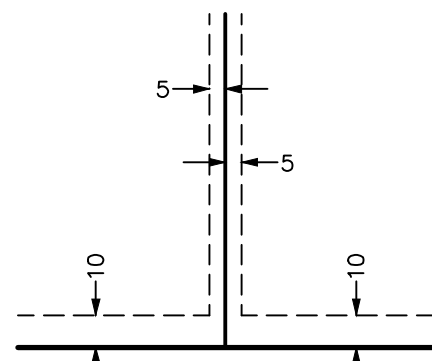


BEARING ORIENTATION:  
THE EAST LINE OF GOVERNMENT LOT 2, SEC. 25, T. 121,  
R. 28, IS ASSUMED TO BEAR S 00°37'45" W.

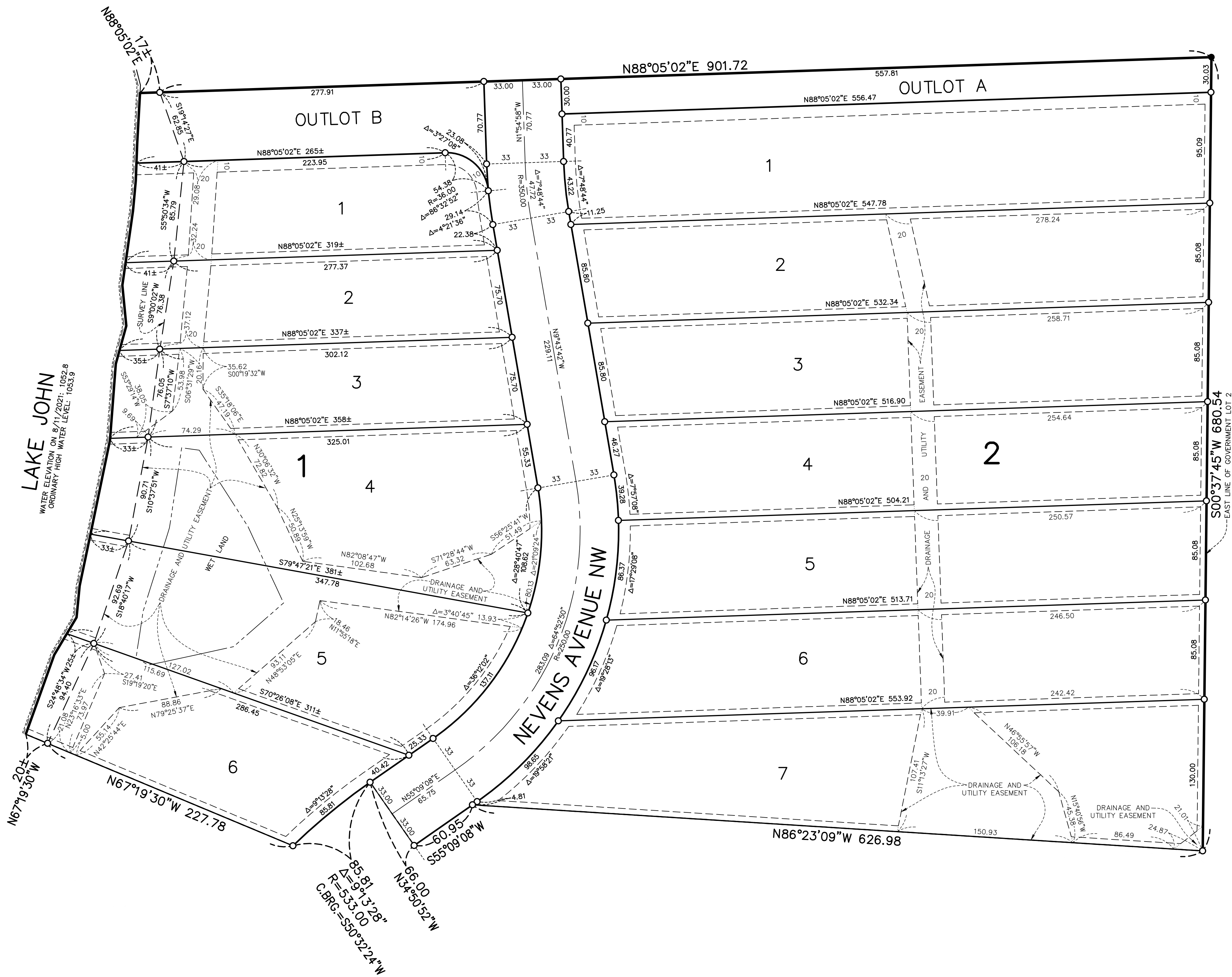
- DENOTES FOUND OPEN 1/2 INCH IRON MONUMENT  
UNLESS OTHERWISE NOTED
- DENOTES 1/2 INCH IRON MONUMENT THAT WILL BE  
SET WITHIN ONE YEAR FROM THE RECORDING DATE OF  
THIS PLAT. SAID MONUMENTS SHALL BE 1/2 INCH x 14  
INCH IRON MONUMENTS MARKED BY R.L.S. NO. 47481.
- DENOTES EDGE OF WET LAND

BENCHMARK: CAST IRON MONUMENT AT THE WEST  
QUARTER CORNER OF SEC. 25, T. 121, R. 28.  
ELEVATION = 1066.95 FEET (NAVD 88)

DRAINAGE AND UTILITY EASEMENTS  
ARE SHOWN THUS:

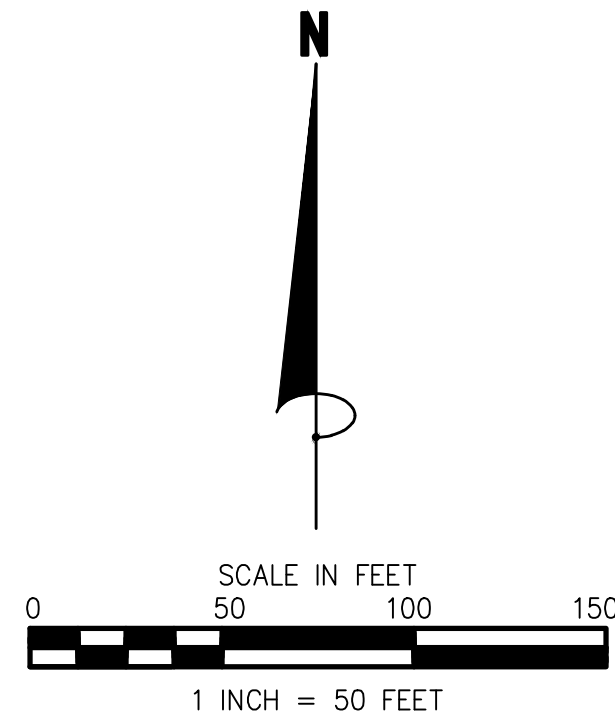


DRAINAGE AND UTILITY EASEMENTS BEING  
5 FEET IN WIDTH, UNLESS OTHERWISE  
INDICATED, ADJOINING LOT LINES, AND  
BEING 10 FEET IN WIDTH, UNLESS  
OTHERWISE INDICATED, ADJOINING RIGHT  
OF WAY LINES, AS SHOWN ON THE PLAT.



# THE PRESERVE AT LAKE JOHN

## INSET B

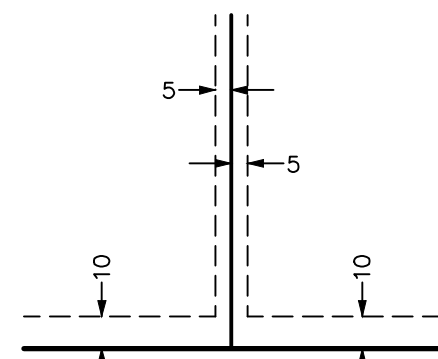


BEARING ORIENTATION:  
THE EAST LINE OF GOVERNMENT LOT 2, SEC. 25, T. 121, R. 28, IS ASSUMED TO BEAR S 00°37'45" W.

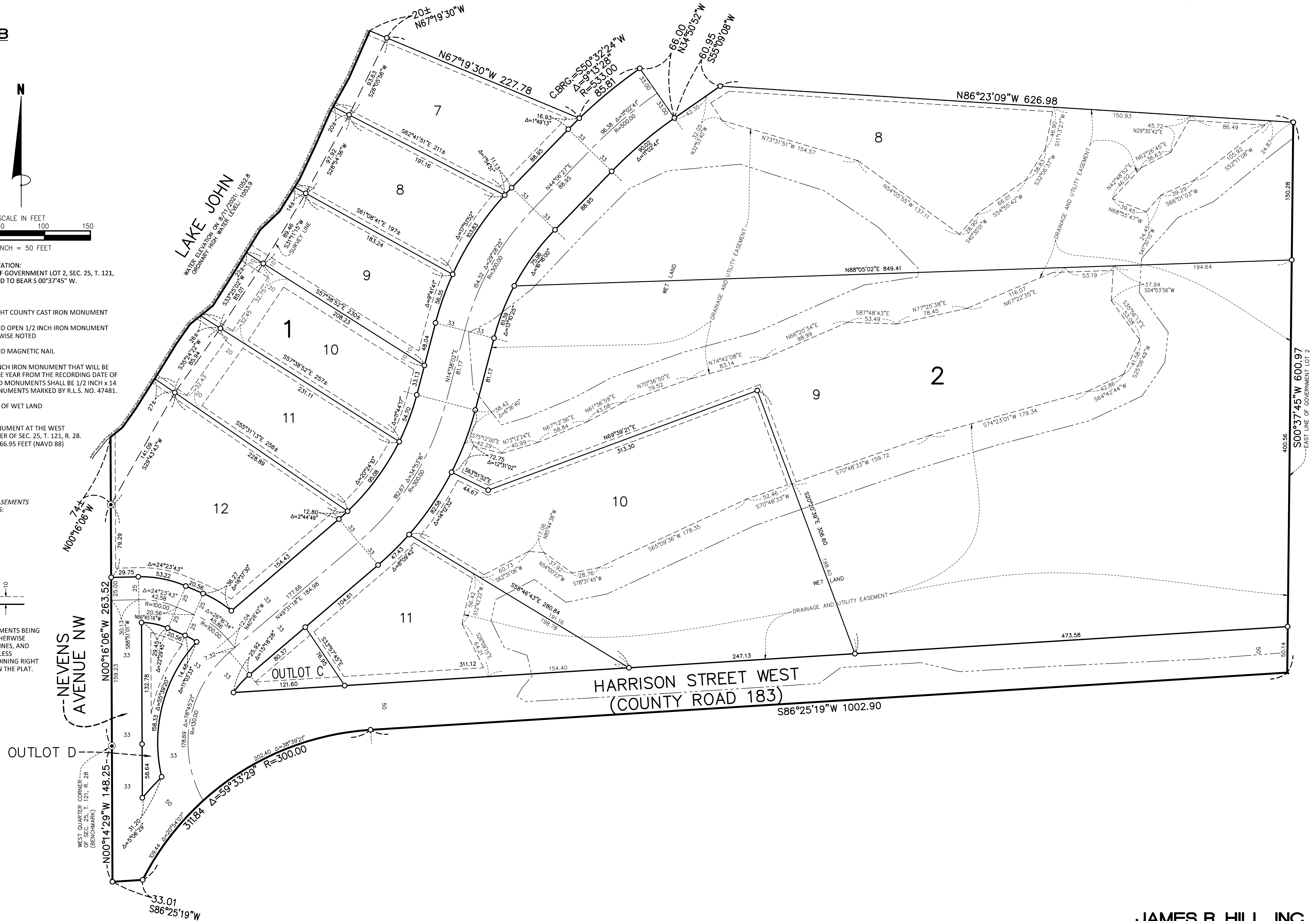
- DENOTES WRIGHT COUNTY CAST IRON MONUMENT
- DENOTES FOUND OPEN 1/2 INCH IRON MONUMENT UNLESS OTHERWISE NOTED
- ▲ DENOTES FOUND MAGNETIC NAIL
- DENOTES 1/2 INCH IRON MONUMENT THAT WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT. SAID MONUMENTS SHALL BE 1/2 INCH x 14 INCH IRON MONUMENTS MARKED BY R.L.S. NO. 47481.
- DENOTES EDGE OF WET LAND

BENCHMARK: CAST IRON MONUMENT AT THE WEST QUARTER CORNER OF SEC. 25, T. 121, R. 28. ELEVATION = 1066.95 FEET (NAVD 88)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING RIGHT OF WAY LINES, AS SHOWN ON THE PLAT.







# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 7K

**Report From:** Kelly Hinnenkamp

**Agenda Item:** Employment Anniversary/Steps

**Core Strategy:**

- |  |  |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement                  | <input type="checkbox"/> Provide Proactive Leadership    |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment            | <input type="checkbox"/> Other: Compliance               |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails            |  |

---

**Background**

The following Anniversaries/Step Increases are scheduled for January 2023:

- Jen Holm, Anniversary- 3 years and Step Increase
- Mitch Faust- Anniversary- 4 years and Step Increase

**Recommended Action**

Motion to approve as presented

---

**Attachments:**

None



# City Council Agenda

February 13, 2023

**Agenda Section:** New Business

**Agenda No.** 9A

**Report From:** Jacob Thunander, Community Development Director and Kelly Hinnenkamp, City Administrator

**Agenda Item:** Self-Service Paddle Board & Beach Rental System. Requester: 10,000 Lakes Recreation

**Core Strategy:**

- ☐ Inspire Community Engagement
- ☐ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☒ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☐ Ensure Safe/Well Kept Community
- ☐ Other:

---

## Background

A request from 10,000 Lakes Recreation was received to utilize an approximately 50 square foot space at the Municipal Park for a self-service paddle board and beach rental system.

The Park Commission discussed the following as it related to the equipment: potentially boggy cell service at the lake, contract with the City, waiver and 18+ age restrictions, liability insurance (2 million), operating times (May-October) and minimum hours of rental (1 hour), security concerns, supervision and maintenance of equipment (occurring every other week/dependent on number of rentals), and additional rental kiosk options (such as kayaks).

The Commission noted that it was a goal to revitalize the beach area and they felt this helped to accomplish that goal.

Park Commission recommend approval of the use of a self-service paddle board rental system with staff and Council working through the legal aspects of the proposal. Parks did not have a preference of location of the equipment inside the Municipal Park.

Staff discussed the legal aspects with providing private space at a public park. If the Council approves the proposal, the City Attorney recommends using a license to allow the facility at the park. The final license agreement would be drafted and brought back to Council in March.

## Recommended Action

Staff defer to Council on Action.

---

## Attachments:

10,000 Lakes Recreation Presentation





# #40 WATER

Drift Away



SELF-SERVICE PADDLE BOARD & BEACH  
**RENTAL SYSTEM**





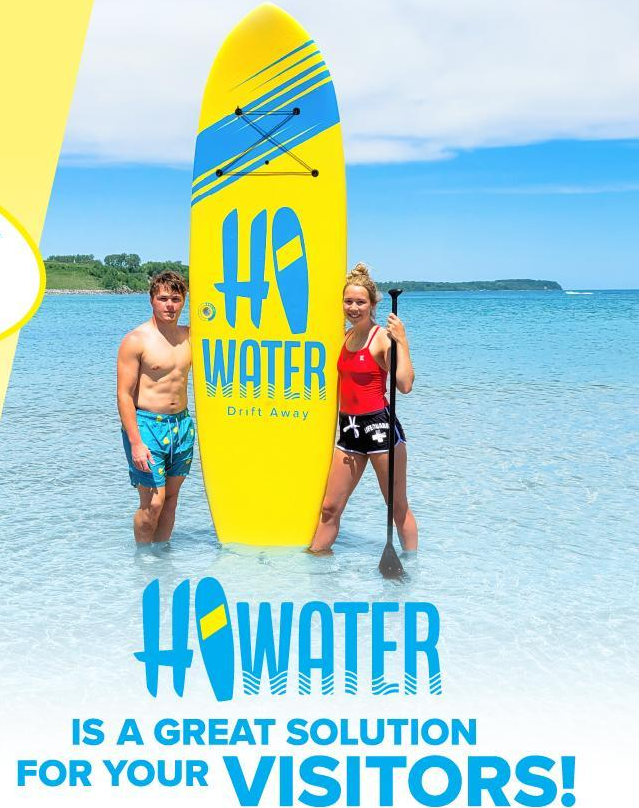
# HAVE YOU EVER WANTED TO GO PADDLE BOARDING?

A PADDLE BOARD IS BIG, WHERE DO I STORE IT?

ISN'T BUYING MY OWN BOARD EXPENSIVE?

I DON'T HAVE A TRUCK HOW DO I HAUL IT TO THE BEACH?

MY FRIENDS DON'T HAVE PADDLE BOARDS, HOW CAN WE GO TOGETHER?

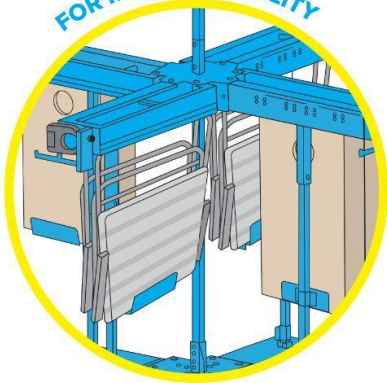


**HOW WATER**  
IS A GREAT SOLUTION  
FOR YOUR **VISITORS!**

# MODULAR RACK

## HOLDS A VARIETY OF ITEMS

ENGINEERED  
FOR MORE FLEXIBILITY



Corrosion Resistance Keeps  
Your Rack Going for Years



Small Footprint Rack Installs  
Almost Anywhere

HOLDS  
4  
ITEMS

ADJUSTABLE  
SHELVES



SOLAR POWER  
PANELS

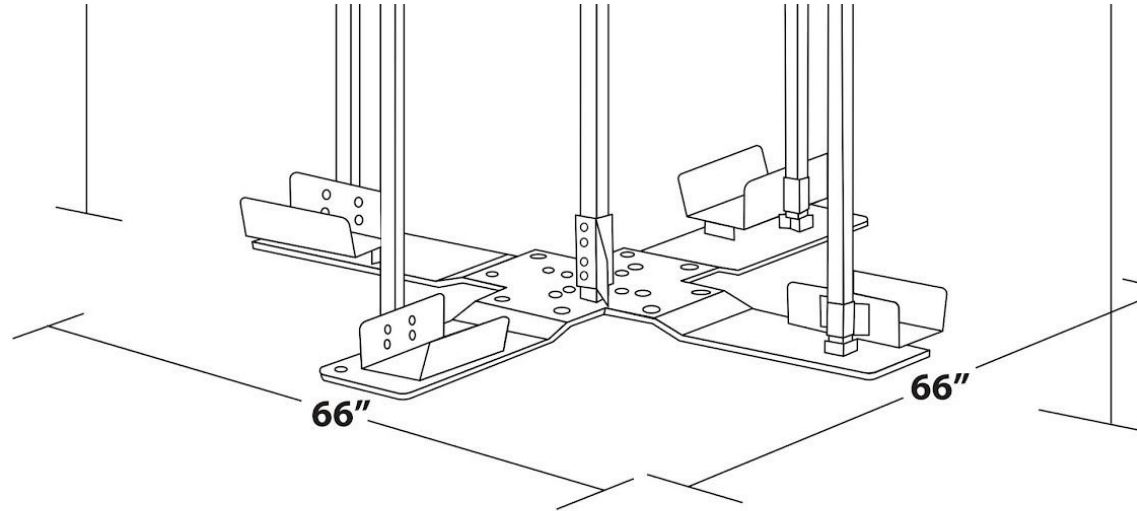
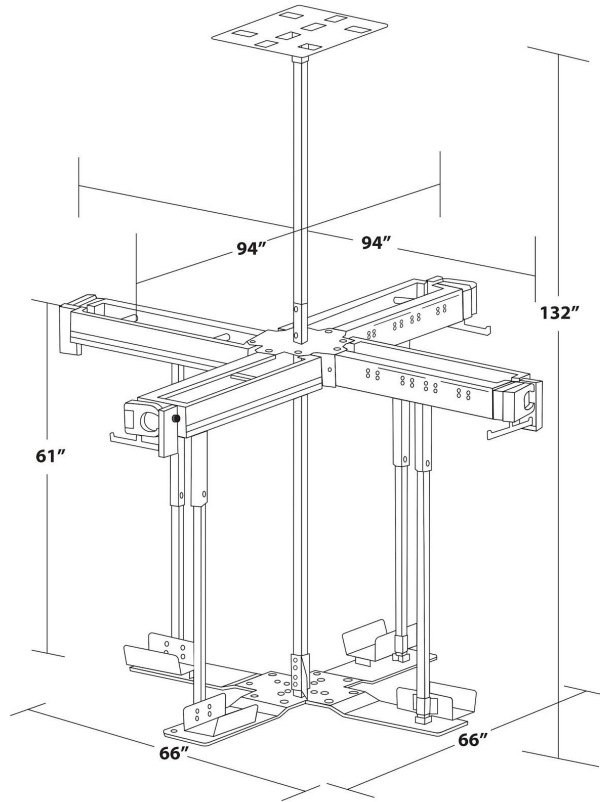
CONFIGURES  
TO HOLD  
MORE ITEMS

ADJUSTABLE  
SHELVES



# MODULAR RACK

## Dimension & Securement





BUY TOKENS TO  
CREATE AN ACCOUNT

# USER FRIENDLY APP

SEARCH &  
CHOOSE LOCATION

SELECT ITEMS &  
CHECK OUT

TRACK TIME &  
VERIFY RETURN









# MAIN BENEFITS

- QUICK AND EASY CHECKOUT
- RENT NOW OR RESERVE FOR LATER
- VARIETY OF OPTIONS
- CONVENIENT LOCATIONS FOR GUESTS
- CAN SUPPORTS GROUPS
- DRAWS VISITORS TO THE AREA
- CASHLESS OPERATION
- REDUCES STAFF COST







**FAMILIES, FRIENDS, AND STUDENTS...**  
**YOUR LOCAL COMMUNITY WILL LOVE IT!**



# PROPOSED LOCATIONS



Beach House



Beach



Access





## Proposed Locations

---

#1 - Beach House - Closest to the building

#2 - Beach - Just off the SW corner of the beach

#3 - Access - Just off the NE corner of the access parking lot

# PROPOSAL

## BEACH RENTAL VENDOR TERMS

### Annandale Municipal Park

- PROPOSED LOCATIONS / 10,000 Lakes Recreation LLC
  - RENTAL STATION TO INCLUDE:
    - Paddle Boards, Paddles, Life Jackets

### PAYMENT TERMS

(Choose one and delete the other)

- THE CITY OF ANNANDALE WILL **RECEIVE 1% OF NET SALES, PAID TO THE PARKS FUND**
  - AFTER TAXES AND SERVICE FEES
    - PAID OUT MONTHLY  
15th OF THE FOLLOWING MONTH
    - OR
    - ANNUALLY  
DECEMBER 1st





# MY BUSINESS PROVIDES

- RACK SETUP AND BREAKDOWN
- PAYMENT PROCESSING
- CARD CAPTURING
- LIVE SUPPORT
- ADVERTISING OF BEACH LOCATIONS
- ON-SITE EQUIPMENT MAINTENANCE
- EQUIPMENT REPLACEMENT
- RESERVATION MANAGEMENT
- OPEN AND CLOSING HOURS
- VIDEO TUTORIALS, FAQs
- MONTHLY REPORTING
- FULL LIABILITY INSURANCE

**IS THERE ANYTHING  
ELSE I CAN HELP  
YOU WITH?**





# PROPOSED OPERATION DATE AND TIMES

- MAY 1st - October 15th
- 6AM - 8 PM\*
  - FINAL RENTAL WOULD BE RETURNED AT SUNSET



# Liability Insurance

## Commercial Liability Coverage

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Payments	\$5,000
Deductible	\$1,000 BI/PD/PA PER CLAIMANT

### Liability Rating Classifications and Premium

Loc #/ Bldg #	Program / ISO	Class Code	Description	Exposure	Prem / Prod Rate	Prem / Prod Premium
900 S NICHOLSON RD OAK CREEK WI 53154						
1 / 1	GL	16722	OUTFITTING/WITHOUT GUIDING. RENTAL OF EQUIPMENT (RATED AS RENTAL STORES)+	50,000 / PER \$1000/GROS S SALES	INCL	INCL

† + PRODUCTS/COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

### Commercial Liability Additional Coverages

Coverage Description	Form	Limit 1	Limit 2	Deductible	Premium
LEISURE SPORTS/REC ATHLETIC LIMITED PARTICIPANT COVERAGE	GLS (HI)-525	\$25,000	\$50,000		\$0

# 10,000 Lakes Recreation

P.O. Box 634  
Annandale, MN 55302





# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Report From:** Kelly Hinnenkamp, City Administrator

**Agenda No.** 9B

**Agenda Item:** Resolution Providing for Sale of GO Bonds, Series 2023A

**Core Strategy:**

- |  |  |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement                  | <input type="checkbox"/> Provide Proactive Leadership                            |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community                         |
| <input type="checkbox"/> Enhance Local Business Environment            | <input type="checkbox"/> Other: <a href="#">Click or tap here to enter text.</a> |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails            |  |

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**Background**

Attached is a memo from the City's Financial Advisor regarding the proposed action.

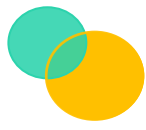
**Recommended Action**

Approve Resolution Authorizing Application

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**Attachments:**

- Sweeney Memo
- Resolution

**DDA****David Drown Associates, Inc.  
Public Finance Advisors**

Cologne Office:  
10555 Orchard Road  
Cologne, MN 55322  
(952) 356-2992  
shannon@daviddrown.com

February 7, 2023

City of Annandale  
Kelly Hinnenkamp, City Administrator  
P.O. Box K  
Annandale, MN 55302

**RE: 2023A GO Utility Revenue Bonds (State of MN CE) – Lake John Project**

Honorable Mayor, Council Members, and Administrator Hinnenkamp:

The purpose of this letter is to provide project financing recommendations for the Lake John Utility Extension Project as a construction contract has been awarded for the project. My recommendations include the utilization of the State of Minnesota's Credit Enhancement Program offered through the Minnesota Public Facilities Authority. Through that program the State of Minnesota provides a limited guaranty to make debt service payments which ultimately provides some improvement on the interest rate.

**2023A GO Utility Revenue Bonds:**

For the purpose of financing the Lake John Utility Extension Project costs, I have recommended a competitive sale of bonds. Attached you will find a preliminary schedule based on current interest rates available in the market. Based on current rates, we estimate the total costs as follows:

Construction, Engineering, Contingency	\$2,921,746.00
Underwriter's Discount	36,000.00
Fiscal & Legal	34,750.00
Paying Agent	1,250.00
Rating Agency	13,750.00

**TOTAL PROJECT COSTS:** \$3,007,496.00

The funding sources to be utilized to finance project costs are summarized below:

<b>GO Utility Revenue Bonds</b>	<b>\$2,880,000.00</b>
<b>Wright County (ARPA Grant)</b>	<b>122,971.00</b>
<b>Construction Fund Earnings</b>	<b>4,525.00</b>

**TOTAL FUNDING SOURCES:** \$3,007,496.00

**Payment and Revenue Requirements:**

The bond issue has been structured with an approximately 21-year term with principal payments starting February 1, 2025. (see attached). Payments will average approximately \$214,000 per year. Revenue sources pledged for repayment will include Sanitary Sewer Revenues at approximately \$101,000 per year (first 10-years), Water Revenues at initially \$86,000 per year (first 10-years), and special assessment revenues for the first 10-years that are expected to have annual payments of \$38,266 based on the immediate certification of assessments totaling \$285,499 over a 10-year term at an interest rate that is 1.5% more than the projected interest rate on the bond issue.

Debt service payments for this project have been included in previous rate studies and is consistent with past recommendations regarding rate increases necessary to implement this and other planned capital projects.

**\$2,880,000 General Obligation Utility Revenue Bonds – 2023A (State of MN Credit Enhanced):**

If the Council chooses to pursue the finance of the project costs as proposed, David Drown Associates, Inc. recommends the issuance of \$2,880,000 of General Obligation Utility Revenue Bonds through a competitive sale process.

Key elements include:

- 21-year term (20 principal payments)
- Callable 2/1/2030 or any date thereafter at par
- Sale of bonds utilizing a competitive sale process
- We do recommend purchasing a credit rating and participating in the State's credit enhancement program.

Schedule and Issuance:

The proposed schedule for putting the project financing in place is as follows:

February 13, 2023	Council initiates competitive sale process
March 13, 2023	Bids received, and award resolution considered
April 20, 2023	Closing

If the Council determines that it is appropriate to proceed with the proposed financing, it would be appropriate to act upon the enclosed resolution initiating the competitive sale of bonds.

Thank you for your time and consideration.

Sincerely,



Shannon Sweeney, Associate  
David Drown Associates, Inc.

**\$2,880,000**  
**General Obligation Utility Revenue Bonds, Series 2023A (State of Minnesota Credit Enhanced)**

**Uses of Funds**

Construction, Engineering, & Contingency		2,921,746
Other		-
<b>Total Project Costs</b>		<b>2,921,746</b>
Underwriter's Discount Allowance	1.250%	36,000
Unused Underwriter's Discount Allowance		-
Fiscal Fee		19,000
Bond Counsel		13,000
Pay Agent/Registrar		1,250
Printing & Misc		2,750
Rating Agency Fee		13,750
Capitalized Interest		-
Accrued Interest		-
Rounding		-
		<u>3,007,496</u>

**Sources of Funds**

Bond Issue	<b>2,880,000</b>
Construction Fund Earnings	4,525
Wright County Grant	122,971
	<u>3,007,496</u>

**Payment Schedule & Cashflow**

<i>Payment Schedule</i>					
12-Month Period ending	Principal	Interest Rate	Interest	Payment Total	plus 5% Coverage
5/1/2023	-		-	-	
2/1/2024	-	0.00%	87,684	<b>87,684</b>	92,068
2/1/2025	100,000	3.25%	112,335	<b>212,335</b>	222,952
2/1/2026	105,000	3.25%	109,085	<b>214,085</b>	224,789
2/1/2027	110,000	3.25%	105,673	<b>215,673</b>	226,456
2/1/2028	110,000	3.25%	102,098	<b>212,098</b>	222,702
2/1/2029	115,000	3.25%	98,523	<b>213,523</b>	224,199
2/1/2030	120,000	3.30%	94,785	<b>214,785</b>	225,524
2/1/2031	125,000	3.35%	90,825	<b>215,825</b>	226,616
2/1/2032	130,000	3.40%	86,638	<b>216,638</b>	227,469
2/1/2033	130,000	3.45%	82,218	<b>212,218</b>	222,828
2/1/2034	135,000	3.55%	77,733	<b>212,733</b>	223,369
2/1/2035	140,000	3.70%	72,940	<b>212,940</b>	223,587
2/1/2036	145,000	4.10%	67,760	<b>212,760</b>	223,398
2/1/2037	155,000	4.15%	61,815	<b>216,815</b>	227,656
2/1/2038	160,000	4.20%	55,383	<b>215,383</b>	226,152
2/1/2039	165,000	4.25%	48,663	<b>213,663</b>	224,346
2/1/2040	170,000	4.35%	41,650	<b>211,650</b>	222,233
2/1/2041	180,000	4.40%	34,255	<b>214,255</b>	224,968
2/1/2042	185,000	4.45%	26,335	<b>211,335</b>	221,902
2/1/2043	195,000	4.50%	18,103	<b>213,103</b>	223,758
2/1/2044	205,000	4.55%	9,328	<b>214,328</b>	225,044
	2,880,000		1,483,824	<b>4,363,824</b>	4,582,015

**Bond Details**

Set Sale Date	2/13/2023
Sale Date	3/13/2023
Dated Date	4/20/2023
Closing Date	4/20/2023
1st Interest Payment	2/1/2024
Proceeds spent by:	12/31/2024
	<i>to Dated Date</i>
Purchase Price	2,844,000.00
Net Interest Cost	1,519,823.71
Net Effective Rate	<b>4.2237%</b>
Average Coupon	4.1237%
Yield	TBD
Average Life	12.4941
Call Option	2/1/2030
Purchaser	Proposed for Competitive Sale
Bond Counsel	Taft
Pay Agent	U.S. Bank, N.A.
Tax Status	<b>Tax Exempt, Bank Qualified</b>
Continuing Disclosure	Full
Rebate	Small Issuer Exemption
Statutory Authority	M.S. 444 & 475

<i>Pledged Revenues</i>					<i>Account Balances</i>	
Collection Year	Water Revenues	Sanitary Revenues	Special Assmnts	Other Revenues	Surplus (deficit)	Account Balance
				Capitalized & accrued interest >		-
2023	42,351	49,717	-	-	-	-
2024	84,947	99,721	38,284	-	-	-
2025	85,792	100,713	38,284	-	-	-
2026	86,559	101,613	38,284	-	-	-
2027	84,832	99,586	38,284	-	-	-
2028	85,521	100,394	38,284	-	-	-
2029	86,130	101,110	38,284	-	-	-
2030	86,633	101,699	38,284	-	-	-
2031	87,025	102,160	38,284	-	-	-
2032	84,890	99,654	38,284	-	-	-
2033	85,139	99,946	38,284	-	-	-
2034	102,850	120,737	-	-	-	-
2035	102,763	120,635	-	-	-	-
2036	104,722	122,934	-	-	-	-
2037	104,030	122,122	-	-	-	-
2038	103,199	121,147	-	-	-	-
2039	102,227	120,006	-	-	-	-
2040	103,485	121,483	-	-	-	-
2041	102,075	119,827	-	-	-	-
2042	102,929	120,829	-	-	-	-
2043	103,520	121,524	-	-	-	-
	1,931,620	2,267,554	382,841	-		-



EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE  
CITY OF ANNANDALE, MINNESOTA

HELD: February 13, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Annandale, Wright County, Minnesota, was duly held at the Community Center in said City on the 13<sup>th</sup> day of February, 2023, beginning at 6:30 o'clock P.M. for the purpose, in part, of authorizing the competitive negotiated sale of \$2,880,000 General Obligation Utility Revenue Bonds, Series 2023A, of said City.

The following Council members were present:

And the following were absent:

Council member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION # \_\_\_\_\_

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF  
\$2,880,000 GENERAL OBLIGATION UTILITY REVENUE BONDS SERIES 2023A

A. WHEREAS, the City Council of the City of Annandale, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue the City's \$2,880,000 General Obligation Utility Revenue Bonds, Series 2023A (the "Bonds"), to provide financing for the 2023 Lake John Utility Extension Project; and

B. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent municipal advisor for the Bonds and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9):

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Annandale, Minnesota, as follows:

1. Authorization. The Council hereby authorizes David Drown to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. The Council shall meet at the time and place specified in the Terms of Offering attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The City Administrator, or designee, shall open bids at the time and place specified in such Terms of Offering.

3. The Council wishes to issue the Bonds using the Minnesota Public Facilities Credit Enhancement Program.

a) The Form of Minnesota Public Facilities Authority Credit Enhancement Agreement (the "Agreement") and the Application for Participation in the PFA Credit Enhancement Program (the "Application") are authorized and approved in substantially the forms presented to the Council. Submission of the Application to

the PFA and payment of related fees are approved. The City hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 446A.086, as it may be amended from time to time. The City understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 446A.086, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

b) The City hereby covenants and obligates itself to notify the Minnesota Public Facilities Authority of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 446A.086 to guarantee payment of the principal and interest on the Bonds when due. The City further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Minnesota Public Facilities Authority that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Minnesota Public Facilities Authority if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar.

c) The City further covenants to comply with all procedures now or hereafter established by the Department of Finance and Minnesota Public Facilities Authority pursuant to Minnesota Statutes, Section 446A.086, subdivision 3 and otherwise to take such actions as necessary to comply with that section. The Mayor and City Administrator are authorized to execute any applicable Minnesota Public Facilities Authority forms and to provide for the payment of the City's application fee of \$500 to the Authority, or will reimburse DDA for their payment of the fee on the City's behalf, which fee is required to be submitted with the executed forms

4. Terms of Offering. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Offering" attached hereto as Exhibit A and hereby approved and made a part hereof.

5. Official Statement. In connection with said competitive negotiated sale, the officers or employees of the City are hereby authorized to cooperate with David Drown and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following Council members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Approved this 13<sup>th</sup> day of February, 2023.

STATE OF MINNESOTA                    )  
COUNTY OF WRIGHT                    )  
CITY OF ANNANDALE                    )

I, the undersigned, being the duly qualified and acting City Administrator of the City of Annandale, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$2,880,000 General Obligation Utility Revenue Bonds, Series 2023A.

WITNESS my hand as City Administrator of the City this 13<sup>th</sup> day of February, 2023.

---

City Administrator

## EXHIBIT A

### TERMS OF OFFERING

City of Annandale, Minnesota

\$2,880,000

General Obligation Utility Revenue Bonds, Series 2023A

### (BOOK ENTRY ONLY)

#### TERMS OF PROPOSAL

Proposals for the Bonds will be received on Monday, March 13<sup>th</sup>, 2023 at 11:00 A.M. Central Time, at the offices of David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota, after which time they will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 6:30 P.M., Central Time, on that same date.

#### SUBMISSION OF PROPOSALS

Proposals may be submitted in a sealed envelope or by fax (612) 605-2375 to David Drown Associates, Inc. Signed Proposals, without final price or coupons, may be submitted to David Drown Associates, Inc. prior to the time of sale. The bidder shall be responsible for submitting to David Drown Associates, Inc. the final Proposal price and coupons, by telephone (612) 920-3320 or fax (612) 605-2375 for inclusion in the submitted Proposal. David Drown Associates, Inc. will assume no liability for the inability of the bidder to reach David Drown Associates, Inc. prior to the time of sale specified above.

Notice is hereby given that electronic proposals will be received via PARITY®, in the manner described below, until 11:00 A.M., CST, on March 13, 2023. Bids may be submitted electronically via PARITY® pursuant to this Notice until 11:00 A.M., CST, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact David Drown Associates, Inc. or PARITY® at (212) 806-8304.

Neither the City of Annandale nor David Drown Associates, Inc. assumes any liability if there is a malfunction of PARITY. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner of the Proposal submitted.

#### DETAILS OF THE BONDS

The Bonds will be dated April 20, 2023, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds will mature February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 100,000	2035	\$ 140,000
2026	105,000	2036	145,000
2027	110,000	2037	155,000
2028	110,000	2038	160,000
2029	115,000	2039	165,000
2030	120,000	2040	170,000
2031	125,000	2041	180,000
2032	130,000	2042	185,000
2033	130,000	2043	195,000
2034	135,000	2044	205,000

## **TERM BOND OPTION**

Bids for the bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify as provided on the Proposal Form.

## **BOOK ENTRY SYSTEM**

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

## **REGISTRAR**

The City will name US Bank, National Association, St. Paul, MN, as registrar for the Bonds. US Bank, National Association shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

## **OPTIONAL REDEMPTION**

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 shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify 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. All prepayments shall be at a price of par plus accrued interest.

## **SECURITY AND PURPOSE**

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition to pledging tax levies, the City will pledge revenues from the water and sanitary sewer utilities and special assessments. The proceeds will provide financing for the 2023 Lake John Utility Extension Project.

## **TYPE OF PROPOSALS**

Proposals shall be for not less than \$2,844,000.00 (98.75%) and accrued interest on the total principal amount of the Bonds. The apparent low-bidder as notified by David Drown Associates, Inc. shall wire, to a designated account, a good faith amount of \$57,600 by 3:00 p.m. on the date of sale. If the good faith wire transfer is not in process prior to the award, the City shall retain the right to reject the bid. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates must be in ascending order. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

## AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a net interest cost (NIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. The City will reserve the right to waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, reject all proposals without cause, and reject any proposal which the City determines to have failed to comply with the terms herein.

## MATURITY ADJUSTMENTS

The City reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

## ISSUE PRICE DETERMINATION

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Purchaser has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by David Drown Associates, Inc.

The City intends that the sale of the Bonds pursuant to this Terms of Offering shall constitute a "competitive sale" as defined in the Regulation based on the following:

- i. the City shall cause this Terms of Offering to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- ii. all bidders shall have an equal opportunity to submit a bid;
- iii. the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- iv. the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest net interest cost, as set forth in this Terms of Offering (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Offering shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and David Drown Associates, Inc. if a "substantial amount" (as defined in the Regulation) of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the



public and the price at which such substantial amount was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and David Drown Associates, Inc. the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the City and David Drown Associates, Inc. notified of such prices not later than three (3) business days prior to the closing date.

#### **BOND INSURANCE AT PURCHASER'S OPTION**

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser. Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

#### **CUSIP NUMBERS**

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The purchaser shall pay the CUSIP Service Bureau charge for the assignment of CUSIP identification numbers.

#### **SETTLEMENT**

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser at a place mutually satisfactory to the City and the purchaser. Delivery will be subject to receipt by the purchaser of an approving legal opinion of bond counsel, and of customary closing papers, including a non-litigation certificate. On the date of settlement payment for the Bonds shall be made in federal, or equivalent, funds which shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Except as compliance with the terms of payment for the Bonds shall have been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

#### **FULL CONTINUING DISCLOSURE**

On the date of the actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking where under the City will covenant to provide, or cause to be provided, annual financial and operating information, including audited financial statements of the City, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5).

#### **OFFICIAL STATEMENT**

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the City, David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota 55410, and telephone (612) 920-3320.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 40 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated: February 13, 2023

BY ORDER OF THE CITY COUNCIL

/s/ Kelly Hinnenkamp  
City Administrator

## **MINNESOTA PUBLIC FACILITIES AUTHORITY CREDIT ENHANCEMENT PROGRAM AGREEMENT**

This Credit Enhancement Program Agreement, ("the Agreement"), is made between the Minnesota Public Facilities Authority (the "Authority") and Annandale, Minnesota (the "Governmental Unit"), in order to comply with the requirements of Minnesota Statutes, Section 446A.086 (the "Act"). The Governmental Unit has passed a resolution dated February 13, 2023, (the "Resolution") authorizing the issuance of its \$2,880,000 General Obligation Utility Revenue Bonds, Series 2023A (the "Bonds"), the proceeds of which will be used to provide funds for construction of the Lake John Utility Extension. The Governmental Unit represents that the Resolution authorizes the Governmental Unit to enter into this Agreement and obligates the Governmental Unit to be bound by the provisions of the Act. The Governmental Unit and the Authority agree as follows:

Section 1. The Governmental Unit will deposit with U.S. Bank (and any subsequent paying agent) (the "Paying Agent") three business days before the date on which each payment is due on the Bonds an amount sufficient to make that payment.

Section 2. The Governmental Unit will notify the Authority not less than 15 business days prior to the date a payment is due on the Bonds if the Governmental Unit will be unable to make all or a portion of the payment. Notification shall be provided by faxing and mailing a completed and executed Notification of Potential Default form to the Authority.

Section 3. The Governmental Unit will include a provision in its agreement with the Paying Agent for the Bonds that requires the Paying Agent to immediately inform the Minnesota Commissioner of Management and Budget, with a copy to the Authority, if the Paying Agent becomes aware of a default or potential default in the payment of principal or interest on the Bonds or if, on the day two business days before the date a payment is due on the Bonds, there are insufficient funds on deposit with the Paying Agent to make the payment. For purposes of this paragraph and the Act, funds invested in a refunding escrow account established under Minnesota Statutes, Section. 475.67 that are to become available to the Paying Agent on a principal or interest payment date are deemed to be on deposit with the Paying Agent three business days before the payment date.

Section 4. The provisions of this Agreement are binding with respect to the Bonds as long as the Bonds remain outstanding.

Section 5. According to its terms, the Act is a contract with bondholders and may not be amended or repealed for the covered bonds so long as the covered bonds are outstanding.

Section 6. The Governmental Unit agrees to provide the Authority with a copy of the final debt service schedule for the Bonds within 30 days of the closing date and an estimate of the interest savings that will be achieved by participation in the program.

Section 7. The Authority has reviewed the application of the Governmental Unit dated \_\_\_\_\_, and, based solely upon the application, the opinion of bond counsel and the provisions of this Agreement, verifies that the Bonds are participating in the Credit Enhancement Program established pursuant to the Act, and that if the Governmental Unit is unable to make any portion of the payment on the Bonds on or before the date due, the State of Minnesota, acting through the Authority, shall make such payment in its place pursuant to the Act, providing that funds are available in the State General Fund. **The obligation to make a payment under the Act is not a general obligation of the State of Minnesota. The Act does not obligate the legislature to provide for the availability of funds in the General Fund for this purpose.**

Section 8. The Authority will provide to the Governmental Unit upon request, or to its duly authorized agent, any information which the State of Minnesota files with the Nationally Recognized Municipal Securities Information Repositories pursuant to the State's obligations under rule 15c2-12.

Section 9. The Governmental Unit agrees to notify the Authority if the Paying Agent is replaced by a subsequent paying agent and to provide to the Authority a certification by the subsequent paying agent in the form set forth for the original paying agent below.

IN WITNESS WHEREOF, the Authority and the Governmental Unit acknowledge their assent to this Agreement and agree to be bound by its terms and the terms of the Act through their signatures entered below.

**1. ANNANDALE, MINNESOTA:**

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

Title: Administrator

Date: \_\_\_\_\_

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

Title: Mayor

Date: \_\_\_\_\_

**2. PUBLIC FACILITIES AUTHORITY:**

By (auth. signature): \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION:**

As delegated to: Office of State Procurement

By (auth. signature): \_\_\_\_\_

Date: \_\_\_\_\_

Admin ID: \_\_\_\_\_

## PAYING AGENT CERTIFICATION

The undersigned Paying Agent for the bonds of Annandale, Minnesota in the original principal amount of \$ 2,880,000 referred to in the Agreement to which this certification is attached acknowledges, understands, and agrees to be bound by the procedures contained in Minnesota Statutes, Section 446A.086 and the Agreement which, in part, requires that the Paying Agent notify the Minnesota Commissioner of Management and Budget, with a copy to the Minnesota Public Facilities Authority if it becomes aware of a default or a potential default in the payment of principal or interest on those debt obligations, or if, on the day two business days prior to the date a payment is due on those debt obligations, there are insufficient funds to make the payment on deposit with the Paying Agent. Notification shall be provided by faxing and mailing a completed and executed Paying Agent Notification of Potential Default form to the Commissioner of Management and Budget and the Authority.

I, Jason Dressel, do hereby certify that I am a Assistant Vice President, duly appointed and acting as such, of the Paying Agent, and am authorized to execute this Certificate on behalf of the Paying Agent.

By: \_\_\_\_\_  
Signature - Paying Agent Authorized Representative

Date: \_\_\_\_\_

<b>TO BE COMPLETED BY THE PAYING AGENT</b>			
Name of Paying Agent U.S. Bank National Association			
Address 60 Livingston Avenue EP-MN-WS3C		City St. Paul	State MN
Zip 55107			
Paying Agent Contact Person Jason Dressel	Title Assistant Vice President	Telephone Number 651-466-6311	Fax Number 651-466-7430
Paying Agent's Name of Bank U.S. Bank National Association, Minneapolis		Paying Agent's Bank Account Name Corporate Trust Clearing Account	
Bank Association Number 091000022		Paying Agent Bank Account Number 180121167365	
Paying Agent Federal Tax ID 41-1891102		State Tax ID 31-0841368	



# City Council Agenda

February 13, 2023

**Agenda Section:** Consent

**Agenda No.** 9C

**Report From:** Kelly Hinnenkamp, City Administrator

**Agenda Item:** Resolution Approving PFA Application

**Core Strategy:**

- |  |  |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement                  | <input type="checkbox"/> Provide Proactive Leadership                            |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community                         |
| <input type="checkbox"/> Enhance Local Business Environment            | <input type="checkbox"/> Other: <a href="#">Click or tap here to enter text.</a> |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails            |  |

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## Background

The City is working on submitting the application to the MN Public Facilities Authority (PFA) for the Improvements needed to rehab the City's water tower. Attached is a resolution authorizing the application to the PFA.

## Recommended Action

Approve Resolution Authorizing Application

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## Attachments:

- Resolution



**CITY OF ANNANDALE  
RESOLUTION 23-\_\_**

**RESOLUTION APPROVING APPLICATION TO FUND IMPROVEMENTS FOR A 300,000-GALLON  
ELEVATED STORAGE TANK FOR THE CITY**

WHEREAS, the City of Annandale is hereby applying to the Minnesota Public Facilities Authority for a loan for the Drinking Water Revolving Fund for improvements to its drinking water system as described in the loan application.

WHEREAS, the City of Annandale estimates the loan amount to be \$699,000 or the as-bid cost of the project.

WHEREAS, the City of Annandale has the legal authority to apply for the loan, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its design life.

WHEREAS, the City of Annandale hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its general obligation bond to the Public Facilities Authority.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED

\_\_\_\_\_  
Shelly Jonas  
Mayor of Annandale

Attest:

\_\_\_\_\_  
Kelly Hinnenkamp  
City Administrator-Clerk

Attached:  
Storage – Tower Rehab



# City Council Agenda

February 13, 2023

**Agenda Section:** New Business

**Agenda No.** 9D

**Report From:** Jacob Thunander, Community Development Director and Kelly Hinnenkamp, Administrator

**Agenda Item:** Calling for Public Hearing Related to THC Products

## Core Strategy:

- |   |   |
|---|---|
| <input type="checkbox"/> Inspire Community Engagement       | <input type="checkbox"/> Provide Proactive Leadership               |
| <input type="checkbox"/> Increase Operational Effectiveness | <input checked="" type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other:                                     |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails |   |

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## Background

On August 26, 2022, Council adopted an emergency interim ordinance prohibiting the establishment of new uses or the expansion of existing uses related to THC products. The purpose of the moratorium, which expires one year from the effective date of the ordinance, was to study the sales, testing, manufacturing, and distribution of recently consumable cannabinoid products legalized by the Minnesota Legislature.

Staff including the City Attorney have reviewed this topic in depth and have researched ordinances in place in other Minnesota Cities. Attached to the staff report is a draft version of an amendment to the City Code for THC products. Council should provide preliminary comments on these drafts prior to public hearing.

It is recommended that a licensing program be established for selling these products with an annual fee.

In addition, the Planning Commission should be directed to hold a public hearing for amendment to the City's Zoning Code to establish which zoning districts sales, testing, manufacturing, and distribution of THC products could occur with a licensing program. Council should provide direction if there is a preference of zoning districts of allowing or not allowing manufacturing or distribution.

## Recommended Action

Call for a public hearing on March 13, 2023 for amendment to the City Code.

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## Attachments:

Draft Ordinances



**ORDINANCE NO. XXX**  
**AN ORDINANCE AMENDING THE CITY CODE**  
**AMENDING CHAPTER XX OF THE CITY**  
**CODE**  
**ADDING ARTICLE XXX. TETRAHYDROCANNABINOL**  
**PRODUCTS**

The City Council of the City of Annandale hereby ordains as follows:

**Section 1.** City Code Chapter 16 is amended to add Article XXX, and shall read as follows:

***ARTICLE XXX. TETRAHYDROCANNABINOL PRODUCTS***

**Sec. 16-550. Purpose and Intent.**

The purpose of this Section is to regulate the sale of legalized adult-use of any product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minnesota Statutes, section 151.72 ("THC Products") for the following reasons:

- (a) By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minnesota Statutes, section 151.72 to allow the sale of certain products containing tetrahydrocannabinol (THC).
- (b) The new law does not prohibit municipalities from adopting and enforcing local ordinances to regulate THC product businesses including, but not limited to, local zoning and land use requirements and business license requirements.
- (c) The National Academies of Science, Engineering, and Medicine note that the growing acceptance, accessibility, and use of THC products, including for medical purposes, have raised important public health concerns, while the lack of aggregated knowledge of cannabis-related health effects has led to uncertainty about the impact of its use.
- (d) The City recognizes the danger THC use presents to the health, welfare, and safety of youth in Annandale.
- (e) The Minnesota Legislature recognized the danger of THC product use among the public at large by setting potency and serving size requirements.
- (f) The Minnesota Legislature recognized the danger of THC product use among youth by prohibiting the sale of any product containing THC to those under the age of 21, requiring that edible THC products be packaged without appeal to children and in child-resistant packaging or containers.
- (g) State law authorizes the Board of Pharmacy to adopt product and testing standards in part to curb the illegal sale and distribution of THC products and ensure the safety and compliance of commercially available THC products in the state of Minnesota.

- (h) The City has the opportunity to be proactive and make decisions that will mitigate this threat and reduce exposure of young people to the products or to the marketing of these products and improve compliance among THC product retailers with laws prohibiting the sale or marketing of THC products to youth.
- (i) A local regulatory system for THC product retailers is appropriate to ensure that retailers comply with THC product laws and business standards of the City of Annandale to protect the health, safety, and welfare of our youth and most vulnerable residents.
- (j) A requirement for a THC product retailer license will not unduly burden legitimate business activities of retailers who sell or distribute THC products to adults but will allow the City of Annandale to regulate the operation of lawful businesses to discourage violations of state and local THC Product-related laws.
- (k) In making these findings and enacting this ordinance, it is the intent of the Annandale City Council to ensure responsible THC product retailing, allowing legal sale and access without promoting increases in use, and to discourage violations of THC Product-related laws, especially those which prohibit or discourage the marketing, sale or distribution of THC products to youth under 21 years of age.

#### **Sec. 16-551. Definitions.**

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Compliance Checks.* The system the City uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this article. Compliance checks involve the use of persons under 21 who purchase or attempt to purchase licensed products. Compliance checks may also be conducted by the City or other units of government for educational, research, and training purposes, or for investigating or enforcing Federal, State, or local laws and regulations relating to licensed products.

*Exclusive Liquor Store.* An establishment that meets the definition of exclusive liquor store in Minnesota Statutes, section 340A.101, subdivision 10.

*Licensed Product or THC Product.* Any product that contains more than trace amounts of tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minnesota Statutes, section 151.72, as may be amended from time to time. Licensed product does not include medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6, as may be amended from time to time.

*Moveable Place of Business.* Any form of business operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address storefront or other permanent type of structure authorized for sales transactions.

*Retail Establishment.* Any place of business where licensed products are available for sale to the general public, including, but not be limited to, grocery stores, tobacco products shops, CBD stores, convenience stores, gasoline service stations, bars, and restaurants.

*Sale.* Any transfer of goods for money, trade, barter, or other consideration.

*Self-Service Merchandising.* Open displays of licensed products in any manner where any person has access to the licensed products without the assistance or intervention of the licensee or the licensee's employee. Assistance or intervention means the actual physical exchange of the licensed product between the customer and the licensee or employee.

*Vending Machine.* Any mechanical, electric, or electronic, or other type of device that dispenses licensed products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the licensed product.

#### **Sec. 16-552. License.**

- (a) *License Required.* No person shall sell or offer to sell any licensed product within the City without first having obtained a license to do so from the City.
- (b) *Application.* An application for a license to sell licensed products shall be made on a form provided by the City. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the City deems necessary. Upon receipt of a completed application, the City Clerk shall forward the application to the City Council for action at its next regularly scheduled City Council meeting. If the City Clerk determines that an application is incomplete, they shall return the application to the applicant with notice of the information necessary to make the application complete.

The City shall conduct a background investigation on all new applications and applications to transfer a license. The investigation shall consider all facts and information bearing upon the question of the applicant's fitness to receive the license and to perform the duties imposed by this ordinance. The City may conduct a background and financial check on an application for a renewal of a license if it is in the public interest to do so. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this article and the City shall provide the person with a notice of revocation, along with information on the right to appeal.

A business applicant, at the time of application, shall furnish the City with a list of all persons that have an interest of five percent or more in the business. The list shall name all owners and show the interest held by each, either individually or beneficially for others. It is the duty of each business licensee to notify the City Clerk in writing of any change in ownership in the business. Any change in the ownership or control of the business shall be deemed equivalent to a transfer of the license, and any such license shall be revoked 30 days after any such change in



ownership or control unless the licensee has notified the Council of the change in ownership by submitting a new license application for the new owners, and the Council has approved the transfer of the license by appropriate action. Any time an additional investigation is required because of a change in ownership or control of a business, the licensee shall pay an additional investigation fee to be determined by the City. The City may at any reasonable time examine the transfer records and minute books of any business licensee to verify and identify the owners, and the City may examine the business records of any other licensee to the extent necessary to disclose the interest which persons other than the licensee have in the licensed business. The Council may revoke any license issued upon its determination that a change of ownership of a licensee has actually resulted in the change of control of the licensed business so as materially to affect the integrity and character of its management and its operation, but no such action shall be taken until after a hearing by the Council on notice to the licensee.

- (c) *Action.* The City Council may either approve or deny the application for a license, or it may delay action for a reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the City Council approves the license, the City Clerk shall issue the license to the applicant. If the City Council denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the City Council's decision. If a license application is denied, the earliest an applicant may reapply is 12 months from the date the license is denied.
- (d) *Term.* All licenses issued under this article shall be valid for one calendar year from the date of issue.
- (e) *Revocation or Suspension.* Any license issued under this article may be revoked or suspended as provided in Section 16-560.
- (f) *Transfers.* All licenses issued under this article shall be valid only on the premises for which the license was issued and only for the person or business to whom the license was issued. The transfer of any license to another location, business, or person is prohibited.
- (g) *Display.* All licenses shall be posted and displayed in plain view of the general public on the licensed premises.
- (h) *Renewals.* The renewal of a license issued under this article shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days but no more than 60 days before the expiration of the current license.
- (i) *Issuance as Privilege and Not a Right.* The issuance of a license issued under this article is a privilege and does not entitle the license holder to automatic renewal of the license.

#### **Sec. 16-554. Fees.**

No license shall be issued under this article until the appropriate license fee shall be paid in full. The fee for a license under this article shall be established by the City Council and adopted in the City fee schedule, and may be amended from time to time.

#### **Sec. 16-555. Ineligibility and Basis for Denial of License.**

(a) *Ineligibility.*

- (1) *Moveable Place of Business.* No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this article.
- (2) *Exclusive Liquor Store.* No license shall be issued to an exclusive liquor store as defined in Minnesota Statutes, section 340A.101, subdivision 10.

(b) *Grounds for Denial.* Grounds for denying the issuance or renewal of a license under this article include, but are not limited to, the following:

- (1) The applicant is under the age of 21 years.
- (2) The applicant is prohibited by Federal, State, or other local law, ordinance, or other regulation from holding a license.
- (3) The applicant has been convicted within the past five years for any violation of a Federal, State, or local law, other ordinance, provision, or other regulation relating to the licensed products.
- (4) The applicant has had a license to sell licensed products suspended or revoked during the 12 months preceding the date of application, or the applicant has or had an interest in another premises authorized to sell licensed products, whether in the City or in another jurisdiction, that has had a license to sell licensed products suspended or revoked during the same time period, provided the applicant had an interest in the premises at the time of the revocation or suspension, or at the time of the violation that led to the revocation or suspension.
- (5) The applicant is a business that does not have an operating officer or manager who is eligible pursuant to the provisions of this article.
- (6) The applicant is the spouse of a person ineligible for a license pursuant to the provision of Subsections (b)(2) and (3) of this section or who, in the judgement of the Council, is not the real party in interest or beneficial owner of the business to be operated, under the license.
- (7) The applicant fails to provide any information required on the application or provides false or misleading information. Any false statement on an application, or any willful omission of any information called for on such application form, shall cause an automatic refusal of license, or if already issued, shall render any license issued pursuant thereto void and of no effect to protect the applicant from prosecution for violation of this chapter, or any part thereof.

- (c) No license shall be granted or renewed for operation on any premises on which real estate taxes, assessments, or other financial claims of the City or of the State are due, delinquent, or unpaid. If an action has been commenced pursuant to the provisions of Minnesota Statutes, Chapter 278, questioning the amount or validity of taxes, the Council may, on application by the licensee, waive strict compliance with this provision; no waiver may be granted, however, for taxes, or any portion thereof, which remain unpaid for a period exceeding one year after becoming due unless such one-year period is extended through no fault of the licensee.

#### **Sec. 16-556. Prohibited Acts.**

(a) *In general.*

(1) No person shall sell or offer to sell any licensed product:

(i) By means of any type of vending machine.

(ii) By means of self-service merchandising.

(iii) By any other means, to any other person, on in any other manner or form prohibited by state or other local law, ordinance provision, or other regulation.

(2) No person shall sell or offer for sale a product containing THC that does not meet all the requirements of Minnesota Statutes, section 151.72, subdivision 3.

(b) *Legal Age.* No person shall sell any licensed product to any person under the age of 21.

(1) *Age verification.* Licensees shall verify by means of government issued photographic identification that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.

(2) *Signage.* Notice of the legal sales age and age verification requirement must be posted prominently and in plain view at all times at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the City, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.

(c) *Samples Prohibited.* No person shall distribute samples of any licensed product free of charge or at a nominal cost.

#### **Sec. 16-557. Additional Requirements.**

(a) *Storage.* All licensed products shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public.

#### **Sec. 16-558. Responsibility.**

All licensees are responsible for the actions of their employees in regard to the sale, offer to sell, and furnishing of licensed products on the licensed premises. The

sale, offer to sell, or furnishing of any licensed product by an employee shall be considered an act of the licensee. Nothing in this section shall be construed as prohibiting the City from also subjecting the employee to any civil penalties that the City deems to be appropriate under this ordinance, state or federal law, or other applicable law or regulation.

#### **Sec. 16-559. Compliance Checks and Inspections.**

All premises licensed under this subdivision shall be open to inspection by the City during regular business hours. From time to time, but at least once per year, the City shall conduct compliance checks.

No person used in compliance checks shall attempt to use a false identification misrepresenting their age. All persons lawfully engaged in a compliance check shall answer all questions about their age asked by the licensee or their employee, and produce any identification, if any exists, for which they are asked. The City will conduct a compliance check that involves the participation of a person at least 18 years of age, but under the age of 21 to enter the licensed premises to attempt to purchase the licensed products. Persons used for the purpose of compliance checks shall be supervised by law enforcement or other designated personnel. Nothing in this article shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular State or Federal law.

Additionally, from time to time, the City will conduct inspections to determine compliance with any or all other aspects of this ordinance.

#### **Sec. 16-560. Violations and Penalty.**

- (a) *Administrative Civil Penalties—Individuals.* If a person who is not a licensee is found to have violated this article, the person shall be charged an administrative penalty as follows:
  - (1) *First Violation.* The Council shall impose a civil fine not to exceed \$50.00.
  - (2) *Second Violation Within 12 months.* The Council shall impose a civil fine not to exceed \$100.00.
  - (3) *Third Violation Within 12 months.* The Council shall impose a civil fine not to exceed \$150.00.
- (b) *Same—Licensee.* If a licensee or an employee of a licensee is found to have violated this article, the licensee shall be charged an administrative penalty as follows:
  - (1) *First Violation.* The Council shall impose a civil fine of \$500.00 and suspend the license for not less than 1 day.
  - (2) *Second Violation Within 36 Months.* The Council shall impose a civil fine of \$1,000.00 and suspend the license for not less than 3 consecutive days.

- (3) *Third Violation Within 36 Months.* The Council shall impose a civil fine of \$2,000.00 and suspend the license for not less than 10 consecutive days.
- (4) *Fourth Violation Within 36 Months.* The Council shall revoke the license for at least one year.
- (c) *Administrative Penalty Procedures.* Notwithstanding anything to the contrary in this section:
  - (1) Any of the administrative civil penalties set forth in this section that may be imposed by the Council, may in the alternative be imposed by an administrative citation under Section 1-9.
  - (2) If one of the foregoing penalties is imposed by an action of the Council, no penalty shall take effect until the licensee or person has received notice (served personally or by mail) of the alleged violation and of the opportunity for a hearing before the Council, and such notice must be in writing and must provide that a right to a hearing before the Council must be requested within 10 business days of receipt of the notice or such right shall terminate.
- (d) *Misdemeanor Prosecution.* Nothing in this section shall prohibit the City from seeking prosecution as a misdemeanor for any alleged violation of this article.

**Sec. 16-561. Severability.**

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

**Sec. 16-562. Effective Date.**

This ordinance becomes effective upon passage and publication.

**Secs. 16-563—16-599. Reserved.**

**Section 2.** City Code Chapter 1 entitled “General Provisions” and Sec. 1-8 entitled “General Penalty; Continuing Violations” are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

**Section 3.** This ordinance shall take effect from and after its passage and publication as required by law.

Adopted by the City Council this 13th day of March 2023.

ATTEST:

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Kelly Hinnenkamp, City Administrator

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Shelly Jonas, Mayor

**ORDINANCE NO. 743**

**AN ORDINANCE AMENDING THE FEE  
SCHEDULE**

The City Council for the City of Golden Valley hereby ordains:

**Section 1.** The City Code requires that certain fees for City services and licenses be established from time to time by the City Council.

**Section 2.** Annandale City Code Section 30.12 Fees and Charges, is hereby amended as follows:

Tetrahydrocannabinol (THC) Products	\$500
Over the counter	

**Section 3.** This ordinance shall take effect from and after its passage and publication as required by law.

Adopted by the City Council this 13th day of March 2023.

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Shelly Jonas, Mayor

ATTEST:

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Kelly Hinnenkamp, City Administrator