

## CITY OF ANNANDALE COUNCIL MEETING AGENDA

Meeting #6 Regular Meeting City Council Chambers May 8, 2023 6:30 P.M.

Mayor: Councilmember's: Shelly Jonas 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:

Webinar ID: Passcode:

### 1. CALL TO ORDER/ROLL CALL/ADOPT AGENDA

### 2. APPROVAL OF MINUTES

- 3. VISITOR'S
  - A. Wright County SHIP

### 4. PUBLIC HEARING- NONE

### 5. OPEN FORUM- NONE

### 6. CONSENT AGENDA

- A. <u>Approve Auditing Claims</u>
- B. <u>Approve Departments Reports</u>
- C. <u>Approve Closure of Road for 4<sup>th</sup> of July Parade</u>
- D. Approve Quote for Crack Filling City Streets
- E. Approve Repairs to Payloader
- F. <u>Approve Sale of Grass Rig</u>
- G. Approve Amending Vacation Accrual for Exempt Staff
- H. Approve Special Events
- I. Approve Lawful Gambling Application- Boy Scouts
- J. Approve Relocation Agreements- Larsen Building
- K. Approve Proclamation- Public Service Recognition Week
- L. Approve Proclamation- National Police Week
- M. Approve Proclamation- Public Works Appreciation Week
- N. Appoint Training Center Instructors
- O. Approve Ordinance and Resolution Amending Parking Standards
- P. Approve Business Park Purchase Agreement- Bronder
- Q. Approve Resolution Accepting Donations

- R. Approve Assessment Agreements- Hemlock Improvements
- S. License Agreement with Rachel Development
- T. Resolution Calling Public Hearing- Hemlock Improvements

### 7. REMOVED CONSENT ITEMS

### 8. UNFINISHED BUSINESS- NONE

### 9. NEW BUSINESS

- A. <u>Resolution Appointing Sergeant</u>
- B. <u>Rescheduling of June Meeting</u>
- C. Resolution Calling Hearing- Municipal Consent for Highway 55 Improvements
- D. Proposal from Rachel Development for Outlot B
- E. Pickleball Courts Project
- F. Resolution Purchasing Property- 20 Oak Ave S

### **10. MAYOR/COUNCIL REPORTS**

### 11. ADJOURNMENT

### MINUTES ANNANDALE CITY COUNCIL April 10, 2023

**CALL TO ORDER/ROLL CALL**: The City Council of Annandale, Minnesota met for a regular meeting on April 10, 2023 at 6:30 p.m. at the City Hall Council Chambers. Mayor Jonas called the meeting to order at 6:30 p.m.

City Council Present: Jonas, Wuollet, Honsey, Grundy, Czycalla. City Council members absent: None. Also, present were Administrator Hinnenkamp, Police Chief Standafer, Community Development Director Thunander, City Engineer Nick Peterson, members of the public and the Annandale Advocate via zoom.

**SET AGENDA:** The following items were added to the agenda: New Business E- Food Trucks at Municipal Park. A motion was made by Honsey and seconded by Wuollet to approve the agenda as amended. The motion carried unanimously.

All motions are approved unanimously unless otherwise noted.

**MINUTES:** A motion was made by Honsey and seconded by Czycalla to approve the minutes from March 13, 2023 Meeting.

### **VISITORS:**

**Farmer's Market-** Members of the Farmer's Market presented information to council on the market and their proposal for the market in 2023. A motion was made by Wuollet and seconded by Honsey to close the City Hall Parking Lot for the Farmer's Market in 2023 as presented.

### PUBLIC HEARINGS: None

### **OPEN FORUM:**

**Brian Krebsbach with the Thayer-** Brian approached the Council with concerns that were brought up at the last Council meeting regarding the types of bands they have had at the Thayer in prior years. Following discussion by Council, a motion was made Grundy and seconded by Honsey to approve music during the duration approved allowing use of amplifiers and restricting use of drums so that it is ambient music only. Motion was approved on a 3-2 vote with Honsey and Wuollet voting against.

### **CONSENT AGENDA:**

Item J was removed for discussion. A motion was made by Wuollet and seconded by Czycalla, to approve the Consent Agenda as presented.

- A. Approve Auditing Claims
- B. Approve Departments Reports
- C. Approve Employment Anniversaries
- D. Approve Amended Development Agreement- Willows of Annandale
- E. Approve Purchase Agreement with BJB Holdings, LLC
- F. Approve Resolution Accepting Donations
- G. Approve Resolution Approving Variance
- H. Approve Special Event- GRRL Petting Zoo

- I. Approve Resignation of Reserve Officer- Naber
- J. Approve Tactical Training Instructor Position
- K. Approve Transfer of Funds- 12/31/2022
- L. Approve Pay Estimates- City Hall Project, Lake John Utility Extension

Mayor Jonas presented Joe Haller with a plaque for reaching 20 years of service to the City of Annandale.

### **REMOVED CONSENT ITEMS:**

J. Approve Tactical Training Instructor Position- Chief Standafer presented the proposal to create new instructor positions to expand training at the facility. A motion was made by Honsey and seconded by Wuollet to approve the Training Instructor Position as presented.

### **UNFINISHED BUSINESS: NONE**

### **NEW BUSINESS:**

**Consider No Mow May**- A motion was made by Czycalla and seconded by Wuollet to approve No Mow May. The motion passed on a 4-1 vote with Grundy voting against.

**Review Community Garden Concept**- Council discussed the proposal to consider community gardens at Crow Woods Park. It was decided that the City should not remove trees to create this space. Staff will look at other locations and bring the proposal back at a future meeting.

**Consider Sale of Land in the Business Park**- Thunander presented the proposal for sale of land to Travis Erickson in the Business Park. A motion was made by Czycalla and seconded by Grundy to approve the Sale of Land as presented.

**Consider MnDot Temporary Easements**- Hinnenkamp presented the proposed easements from MnDot. A motion was made by Grundy and seconded by Czycalla to accept both temporary easements as presented.

**Food Trucks and the Municipal Park**- Thunander presented the Park Commission would like the City to consider allowing food trucks at the City park with no fee. A motion was made by Wuollet and seconded by Honsey to allow food trucks at the City park with no fee.

### MAYOR/COUNCIL REPORTS:

Public Works Director Joe Haller informed Council that staff has been working on filling pot holes

Police Chief Standafer informed Council they have seen an increase in calls with improved weather. He also commented he requested the bars provide a plan for the 4<sup>th</sup> of July street dances, but nothing has been submitted.

Council Member Grundy informed Council the Care Center Bistro is open. He also questions if the populations sign was missing and Haller and Standafer both confirmed that it is and that it will be replaced.

Mayor Jonas requested the Council consider if they are available for the LMC Conference in June. Hinnenkamp will email a link to the event. The deadline for early registration is end of April.

## **ADJOURNMENT:**

Moved by Grundy and seconded by Honsey to adjourn. The meeting was adjourned at 8:55pm.

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator



May 8, 2023

Agenda Section:ConsentReport From:Kelly Hinnenkamp, Admin

Agenda No. 6A Agenda Item: Auditing Claims

### Core Strategy:

- □ Inspire Community Engagement
- $\boxtimes$  Increase Operational Effectiveness
- Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails
- □ Provide Proactive Leadership
- □ Ensure Safe/Well Kept Community
- $\boxtimes$  Other: Compliance

### 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

### Attachments:

Auditing Claims

Payment Approval Report - for City Council Report dates: 4/11/2023-5/8/2023

### 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	Voi
A M MAUS &	& SON, INC.							
111 AN	/ MAUS & SON, INC.	437670	SQUAD 51 REPAIRS	03/15/2023	76.40	76.40	04/26/2023	
Total A	M MAUS & SON, INC.:				76.40	76.40		
ALL ELEME	INTS INC							
5267 ALI	L ELEMENTS INC	10463	DRAW #15- H&E	04/27/2023	25,000.00	.00		
Total A	ALL ELEMENTS INC:				25,000.00	.00		
ANDY'S PRO	O TIRE AUTO							
175 AN	DY'S PRO TIRE AUTO	55065	FD BOAT TRAILER	04/20/2023	136.49	136.49	04/26/2023	
Total A	ANDY'S PRO TIRE AUTO:				136.49	136.49		
ANNANDAL	E ADVOCATE							
180 AN	NANDALE ADVOCATE	33123	RECYCLING	03/31/2023	74.50	74.50	04/14/2023	
180 AN	NANDALE ADVOCATE	33123	NOTICE OF PUBLIC HEARING	03/31/2023	61.60	61.60	04/14/2023	
180 AN	NANDALE ADVOCATE	33123	MINUTES	03/31/2023	324.80	324.80	04/14/2023	
180 AN	NANDALE ADVOCATE	33123	LEGAL	03/31/2023	67.20	67.20	04/14/2023	
180 AN	NANDALE ADVOCATE	43023	RECYCLING	04/30/2023	74.50	.00		
180 AN	NANDALE ADVOCATE	43023	MINUTES	04/30/2023	324.80	.00		
180 AN	NANDALE ADVOCATE	43023	EXPO AD	04/30/2023	60.00	.00		
180 AN	NANDALE ADVOCATE	43023	NOTICE OF PUBLIC HEARING	04/30/2023	56.00	.00		
180 AN	NANDALE ADVOCATE	43023	CLEAN UP AD	04/30/2023	111.75	.00		
Total A	ANNANDALE ADVOCATE:				1,155.15	528.10		
ANNANDAL	E CARE CENTER							
193 AN	NANDALE CARE CENTER	2022-TIF	2022 TIF PAYMENT	04/06/2023	2,491.05	2,491.05	05/03/2023	
Total A	ANNANDALE CARE CENTER:				2,491.05	2,491.05		
ANNANDAL	E PARTS SUPPLY							
192 AN	NANDALE PARTS SUPPLY	127302479	PARTS	02/28/2023	2.09	2.09	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127302542	FILTERS	03/01/2023	529.25	529.25	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127302757	PARTS	03/06/2023	3.61	3.61	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127302758	SUPPLIES	03/06/2023	29.18	29.18	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127303039	SUPPLIES	03/10/2023	38.92	38.92	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127303160	PARTS	03/14/2023	12.69	12.69	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127303251	PARTS	03/15/2023	92.36	92.36	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127303316	FILTERS	03/16/2023	14.10	14.10	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127303616	PARTS	03/23/2023	108.29	108.29	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127303618	SUPPLIES	03/23/2023	2.49	2.49	04/14/2023	
192 AN	NANDALE PARTS SUPPLY	127304395	PD SQUAD MAINTENANCE	04/07/2023	29.61	29.61	04/21/2023	
192 AN	NANDALE PARTS SUPPLY	127304396	PD SQUAD MAINTENANCE	04/07/2023	44.99	44.99	04/21/2023	
192 AN	NANDALE PARTS SUPPLY	127305522	PD SQUAD MAINTENANCE	04/25/2023	3.99	.00		
Total A	ANNANDALE PARTS SUPPLY:				911.57	907.58		

## Payment Approval Report - for City Council

Report dates: 4/11/2023-5/8/2023

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voide
ANNANI	DALE PLUMBING							
240	ANNANDALE PLUMBING	32823	RPZ TESTING	03/28/2023	1,218.91	1,218.91	04/21/2023	
То	tal ANNANDALE PLUMBING:				1,218.91	1,218.91		
	DALE-MAPLE LAKE							
230	ANNANDALE-MAPLE LAKE	42723	SAC FEES - 561 VALLEY DR W	04/27/2023	3,500.00	.00		
230	ANNANDALE-MAPLE LAKE	42723	SAC FEES - 511 DOUGLAS DR S	04/27/2023	3,500.00	.00		
230	ANNANDALE-MAPLE LAKE	42723	SAC FEES - 451 VALLEY DR W	04/27/2023	3,500.00	.00		
230	ANNANDALE-MAPLE LAKE	42723	SAC FEES - 440 VALLEY DR W	04/27/2023	3,500.00	.00		
230	ANNANDALE-MAPLE LAKE	42723	SAC FEES - 431 VALLEY DR W	04/27/2023	3,500.00	.00		
230	ANNANDALE-MAPLE LAKE	MAR23WWTP	MARCH FLOW	04/15/2023	49,700.00	49,700.00	04/21/2023	
То	tal ANNANDALE-MAPLE LAKE:				67,200.00	49,700.00		
	RK UNIFORM SERVICES							
	ARAMARK UNIFORM SERVICES	2530121817	SEWER UNIFORMS	03/23/2023	59.19	59.19	04/14/2023	
	ARAMARK UNIFORM SERVICES	2530124474	WATER UNIFORMS	03/30/2023	49.49	49.49	04/14/2023	
286	ARAMARK UNIFORM SERVICES	2530126663		04/06/2023	60.49	60.49	04/21/2023	
286	ARAMARK UNIFORM SERVICES	2530129144	SEWER UNIFORMS	04/13/2023	49.49	49.49	04/21/2023	
То	tal ARAMARK UNIFORM SERVICE	S:			218.66	218.66		
AT&T M	OBILITY							
5317	AT&T MOBILITY	287314070103	PW CELL PHONE	03/25/2023	88.61	88.61	04/14/2023	
5317	AT&T MOBILITY	287314070103	WATER CELL PHONE	03/25/2023	86.01	86.01	04/14/2023	
5317	AT&T MOBILITY	287314070103	WW CELL PHONE	03/25/2023	86.01	86.01	04/14/2023	
5317	AT&T MOBILITY	287314070103	PD CELL PHONE	03/25/2023	134.07	134.07	04/14/2023	
	AT&T MOBILITY	287314070103	FD IPAD	03/25/2023	37.18	37.18	04/14/2023	
	AT&T MOBILITY	287314070103	CITY CELL PHONE	03/25/2023	44.69	44.69	04/14/2023	
	AT&T MOBILITY	287314070103	AIR CARDS	03/25/2023	152.92	152.92	04/14/2023	
	AT&T MOBILITY	287314070103	PW CELL PHONE	04/25/2023	88.58	88.58	05/03/2023	
	AT&T MOBILITY	287314070103	WATER CELL PHONE	04/25/2023	85.97	85.97	05/03/2023	
	AT&T MOBILITY AT&T MOBILITY	287314070103 287314070103	WW CELL PHONE PD CELL PHONE	04/25/2023 04/25/2023	85.97 133.95	85.97 133.95	05/03/2023 05/03/2023	
	AT&T MOBILITY	287314070103	FD IPAD	04/25/2023	37.28	37.28	05/03/2023	
	AT&T MOBILITY	287314070103	CITY CELL PHONE	04/25/2023	44.66	44.66	05/03/2023	
	AT&T MOBILITY	287314070103		04/25/2023	152.92	152.92	05/03/2023	
То	tal AT&T MOBILITY:				1,258.82	1,258.82		
BADGE	R METER, INC.							
380	BADGER METER, INC.	80124808	BEACON HOSTING SERVICE-S	04/28/2023	47.04	.00		
380	BADGER METER, INC.	80124808	BEACON HOSTING SERVICE-W	04/28/2023	47.04	.00		
То	tal BADGER METER, INC.:				94.08	.00		
BERGLI	UND BAUMGARTNER KIMBALL &	GLASER						
5194	BERGLUND BAUMGARTNER KI	MAR23 SRVC	BBKG PROSECUTION SERVICE	04/07/2023	3,766.20	3,766.20	04/21/2023	
То	tal BERGLUND BAUMGARTNER K	MBALL & GLASE	R:		3,766.20	3,766.20		
BOLTON	N & MENK, INC							
463	BOLTON & MENK, INC	310537	2020 IMP PROJECT- PFA LOAN	04/21/2023	862.50	.00		
463	BOLTON & MENK, INC	310538	MAP UPDATES	04/21/2023	761.00	.00		
	BOLTON & MENK, INC	310539	DNR GRANT	04/21/2023	3,577.00	.00		
400	BOLTON & MENK, INC	310541	LAKE JOHN PLAT REVIEW	04/21/2023	1,826.00	.00		

### Payment Approval Report - for City Council Report dates: 4/11/2023-5/8/2023

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voideo
463	BOLTON & MENK, INC	310544	HEMLOCK	04/21/2023	11,423.00	.00		
463	BOLTON & MENK, INC	310545	TH 55	04/21/2023	7,521.50	.00		
463	BOLTON & MENK, INC	310552	LAKE JOHN PROJECT- ADMIN	04/21/2023	3,875.50	.00		
463	BOLTON & MENK, INC	310553	WATER TOWER	04/21/2023	980.50	.00		
То	tal BOLTON & MENK, INC:				30,827.00	.00		
CASH								
587	CASH	42523	ALL CITY CLEAN UP DAY CASH	04/25/2023	100.00	100.00	04/26/2023	
То	tal CASH:				100.00	100.00		
CENTER	R POINT ENERGY							
2511	CENTER POINT ENERGY	APR23-240 PL	HOCKEY RINK	04/13/2023	130.08	130.08	04/21/2023	
2511	CENTER POINT ENERGY	APR23-30 CED	CITY HALL	04/13/2023	621.20	621.20	04/21/2023	
2511	CENTER POINT ENERGY	APR23-330 OA	PAVILION	04/13/2023	123.52	123.52	04/21/2023	
2511	CENTER POINT ENERGY	APR23-340 PO	FD	04/13/2023	767.53	767.53	04/21/2023	
2511	CENTER POINT ENERGY	APR23-350 PO	OLD PW SHOP	04/13/2023	65.55	65.55	04/21/2023	
2511	CENTER POINT ENERGY	APR23-541 AS	WTP	04/13/2023	1,066.35	1,066.35	04/21/2023	
2511	CENTER POINT ENERGY	APR23-551 PO	тс	04/13/2023	156.96	156.96	04/21/2023	
2511	CENTER POINT ENERGY	APR23-74 OAK	74 OAK A3	04/13/2023	53.49	53.49	04/21/2023	
2511	CENTER POINT ENERGY	APR23-74 OAK	74 OAK HSE	04/13/2023	172.48	172.48	04/21/2023	
То	tal CENTER POINT ENERGY:				3,157.16	3,157.16		
CENTRA	A SOTA COOPERATIVE							
646	CENTRA SOTA COOPERATIVE	6114934	OIL	04/05/2023	3,367.47	3,367.47	04/21/2023	
646	CENTRA SOTA COOPERATIVE	6213515	OIL	03/29/2023	448.20	448.20	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311756	FUEL - PW	03/21/2023	449.95	449.95	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311756	FUEL - STREETS	03/21/2023	156.50	156.50	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311756	FUEL - PARKS	03/21/2023	156.50	156.50	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311756	FUEL - WATER	03/21/2023	107.60	107.60	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311756	FUEL - SEWER	03/21/2023	107.60	107.60	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311757	FUEL - PW	03/21/2023	430.91	430.91	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311757	FUEL - STREETS	03/21/2023	149.88	149.88	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311757	FUEL - PARKS	03/21/2023	149.88	149.88	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311757	FUEL - WATER	03/21/2023	103.04	103.04	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311757	FUEL - SEWER	03/21/2023	103.04	103.04	04/14/2023	
646	CENTRA SOTA COOPERATIVE	6311817	FUEL - PW	04/05/2023	334.62	334.62	04/21/2023	
646	CENTRA SOTA COOPERATIVE	6311817	FUEL - STREETS	04/05/2023	116.39	116.39	04/21/2023	
646	CENTRA SOTA COOPERATIVE	6311817	FUEL - PARKS	04/05/2023	116.39	116.39	04/21/2023	
646	CENTRA SOTA COOPERATIVE	6311817	FUEL - WATER	04/05/2023	80.02	80.02	04/21/2023	
	CENTRA SOTA COOPERATIVE	6311817	FUEL - SEWER	04/05/2023	80.02	80.02		
646	CENTRA SOTA COOPERATIVE	6311818	FUEL - PW	04/05/2023	470.78	470.78	04/21/2023	
646	CENTRA SOTA COOPERATIVE	6311818	FUEL - STREETS	04/05/2023	163.75	163.75	04/21/2023	
646	CENTRA SOTA COOPERATIVE	6311818	FUEL - PARKS	04/05/2023	163.75	163.75	04/21/2023	
646	CENTRA SOTA COOPERATIVE	6311818	FUEL - WATER	04/05/2023	112.58	112.58	04/21/2023	
646	CENTRA SOTA COOPERATIVE	6311818	FUEL - SEWER	04/05/2023	112.57	112.57	04/21/2023	
То	tal CENTRA SOTA COOPERATIVE:				7,481.44	7,481.44		
CITY OF	BUFFALO							
710	CITY OF BUFFALO	3/31/23 BILL D	MONTHLY NET MOTION	03/31/2023	20.00	20.00	04/14/2023	

CITY OF	ANNANDALE		Payment Approval Report - for City 0 Report dates: 4/11/2023-5/8/20				May 04, 2023	Page: 4 05:02PM
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CLASSI	C CLEANING COMPANY							
4889	CLASSIC CLEANING COMPANY	34651	тс	04/18/2023	230.00	230.00	04/21/2023	
4889	CLASSIC CLEANING COMPANY	34652	CITY HALL-	04/18/2023	673.75	673.75	04/21/2023	
4889	CLASSIC CLEANING COMPANY	34652	PD-	04/18/2023	147.00	147.00	04/21/2023	
4889	CLASSIC CLEANING COMPANY	34652	LIBRARY-	04/18/2023	404.25	404.25	04/21/2023	
4889	CLASSIC CLEANING COMPANY	34653	FD	04/18/2023	245.00	245.00	04/21/2023	
То	tal CLASSIC CLEANING COMPANY	:			1,700.00	1,700.00		
	IAL LIFE & ACCIDENT							
810	COLONIAL LIFE & ACCIDENT	749242405016	INSURANCE	05/01/2023	474.70	474.70	04/26/2023	
То	tal COLONIAL LIFE & ACCIDENT:				474.70	474.70		
	RY CHEVROLET INC				-	_		
	COUNTRY CHEVROLET INC COUNTRY CHEVROLET INC	CTCS160693 CVCS160483	SQUAD MAINTENANCE SQUAD MAINTENANCE	03/14/2023 02/28/2023	348.54 65.98	348.54 65.98	04/14/2023 04/14/2023	
	tal COUNTRY CHEVROLET INC:				414.52	414.52		
	ITERPRISES INC							
	CWP ENTERPRISES INC	10379	HYDRAULIC HOSE	03/29/2023	201.87	201.87	04/21/2023	
То	tal CWP ENTERPRISES INC:				201.87	201.87		
DAIRYL	AND POWER COOPERATIVE							
5244	DAIRYLAND POWER COOPERA	INV00000720	MONTHLY BILLS- REFUSE 20%	05/01/2023	130.04	.00		
5244	DAIRYLAND POWER COOPERA	INV00000720	MONTHLY BILLS- SEWER 40%	05/01/2023	260.08	.00		
5244	DAIRYLAND POWER COOPERA	INV00000720	MONTHLY BILLS- WATER 40%	05/01/2023	260.08	.00		
То	tal DAIRYLAND POWER COOPERA	TIVE:			650.20	.00		
DELTA I	DENTAL							
4793	DELTA DENTAL	CNS00012250	INSURANCE	05/01/2023	1,666.90	1,666.90	04/21/2023	
То	tal DELTA DENTAL:				1,666.90	1,666.90		
	DPMENT SERVICES INC DEVELOPMENT SERVICES INC	13851	SMALL CITIES GRANT ADMIN	04/28/2023	7,000.00	00		
			SMALL CITILS GRANT ADMIN	04/20/2023		.00		
То	tal DEVELOPMENT SERVICES INC	:			7,000.00	.00		
DURAR	OOF							
5352	DURAROOF	INV03924	DRAW 15- BURD	04/19/2023	7,520.00	.00		
5352	DURAROOF	INV03949	DRAW 15- AM FAM	05/01/2023	18,458.83	.00		
То	tal DURAROOF:				25,978.83	.00		
	INANCIAL SERVICES							
4743	ELAN FINANCIAL SERVICES	APRIL 2023	HOLIDAY STATIONS 0234 ANNA	04/16/2023	28.98	28.98	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	SQ *TADIBROTHERS GOSQ.CO	04/16/2023	316.89	316.89	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	SQ *TADIBROTHERS GOSQ.CO	04/16/2023	169.99	169.99	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	THE HOME DEPOT #2840 MONT	04/16/2023	148.07	148.07	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	MN POLLUTION CONTROL A 65	04/16/2023	55.00	55.00	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	MN POLLUTION CONTROL S 65	04/16/2023	1.18	1.18	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	MENARDS BUFFALO MN BUFFA	04/16/2023	80.38	80.38	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	MQI*MULTIQUIP INC. 310-400-1	04/16/2023	217.24	217.24	05/03/2023	

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4743	ELAN FINANCIAL SERVICES	APRIL 2023	MENARDS BUFFALO MN BUFFA	04/16/2023	57.66	57.66	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	SOS OFFICE FURNITURE SAIN	04/16/2023	46.13	46.13	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	NOR*NORTHERN TOOL 800-222	04/16/2023	483.18	483.18	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	AMZN MKTP US*HV1WU8PH0 A	04/16/2023	39.99	39.99	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	AMZN MKTP US*HV5SE01S0 A	04/16/2023	21.83	21.83	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	AMZN MKTP US*HV5SE01S0 A	04/16/2023	60.12	60.12	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	MICROSOFT*SUBSCRIPTION M	04/16/2023	7.50	7.50	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	AMZN MKTP US*HY1G09E50 A	04/16/2023	7.97	7.97	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	AMZN MKTP US*HY1G64JG1 A	04/16/2023	94.86	94.86	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	FMCSA D&A CLEARINGHOUS 2	04/16/2023	12.50	12.50	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	USPS PO 2603000302 ANNAND	04/16/2023	9.24	9.24	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	HOME DEPOT- 703-49450-403	04/16/2023	16.85	16.85	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	RURAL WATER- 703-49450-331	04/16/2023	65.00	65.00	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	MAJOR SURPLUS AND SURV 31	04/16/2023	179.49	179.49	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	MINNESOTA CHIEFS OF PO 651	04/16/2023	244.00	244.00	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	RECONYX BILLING@RE	04/16/2023	5.00	5.00	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	IN *LANEY GRAPHICS AND 320-	04/16/2023	72.00	72.00	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	AMZN MKTP US*HS4WE5PL1 A	04/16/2023	62.95	62.95	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	AMAZON.COM*HJ96O5XC0 AM	04/16/2023	99.24	99.24	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	USPS PO 2603000302 ANNAND	04/16/2023	33.70	33.70	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	SPYTEC GPS INC. 877-212-7	04/16/2023	24.95	24.95	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	ACTION TARGETS 800-77901	04/16/2023	214.78	214.78	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	WPSG INC. 610-85780	04/16/2023	638.70	638.70	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	AUSTIN HARDWARE & SUPP 81	04/16/2023	109.73	109.73	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	AUSTIN HARDWARE & SUPP 81	04/16/2023	210.94	210.94	05/03/2023	
4743	ELAN FINANCIAL SERVICES	APRIL 2023	SP FIREHOSEDIRECTCOM FIR	04/16/2023	52.36	52.36	05/03/2023	
То	tal ELAN FINANCIAL SERVICES:				3,888.40	3,888.40		
MERG	ENCY APPARATUS MAINT INC							
1275	EMERGENCY APPARATUS MAI	126622	T11 REPAIR	04/11/2023	6,890.43	6,890.43	04/21/2023	
1275	EMERGENCY APPARATUS MAI	126738	E12 REPAIR	04/05/2023	1,445.83	1,445.83	04/21/2023	
То	tal EMERGENCY APPARATUS MAII	NT INC:			8,336.26	8,336.26		
MERG	ENCY MEDICAL PRODUCTS							
1280	EMERGENCY MEDICAL PRODU	2543945	IGEL/ MEDICAL	04/04/2023	269.91	269.91	04/14/2023	
То	tal EMERGENCY MEDICAL PRODU	ICTS:			269.91	269.91		
	EXTERIORS ERGEN EXTERIORS	42423	ESCROW REFUND	04/24/2023	25.80	25.80	04/26/2023	
4002	ERGENEXTERIORS	42423	ESCROW REFUND	04/24/2023	25.00		04/20/2023	
То	tal ERGEN EXTERIORS:				25.80	25.80		
	ITE EQUIPMENT INC FARM RITE EQUIPMENT INC	P73994	PARTS	04/10/2023	49.96	40.00	04/21/2023	
	FARM RITE EQUIPMENT INC	W25718	BOB	04/10/2023	49.96 537.33	49.96 537.33	04/21/2023	
То	tal FARM RITE EQUIPMENT INC:				587.29	587.29		
ASTEN	IAL COMPANY							
1338	FASTENAL COMPANY	MNMON14332	SUPPLIES	03/30/2023	461.13	461.13	04/14/2023	
1338	FASTENAL COMPANY	MNMON14334	SUPPLIES	03/31/2023	159.32	159.32	04/14/2023	
	FASTENAL COMPANY	MNMON14337	HARDWARE	04/03/2023	146.91	146.91	04/14/2023	
1338	FASTENAL COMPANY	MNMON14340	PARTS	04/06/2023	29.85	29.85	04/21/2023	

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Total FA	ASTENAL COMPANY:				858.97	858.97		
FLYGARE EX	CAVATING INC							
1475 FLY(	GARE EXCAVATING INC	3710	SNOW HAULING	04/15/2023	880.00	880.00	04/21/2023	
Total FL	YGARE EXCAVATING INC:				880.00	880.00		
	ATE ONE-CALL INC PHER STATE ONE-CALL INC	3030037	LOCATES/FAX TICKETS	03/31/2023	17.55	17.55	04/14/2023	
Total G	OPHER STATE ONE-CALL INC	2			17.55	17.55		
GRAINGER I	INC. W W							
	NINGER INC, W W	9650296362	SOAP	03/23/2023	135.45	135.45	04/14/2023	
1660 GRA	INGER INC, W W	9650296370	SUPPLIES	03/23/2023	68.27	68.27	04/14/2023	
1660 GRA	NINGER INC, W W	9653312455	TOOLS	03/27/2023	33.34	33.34	04/14/2023	
1660 GRA	NINGER INC, WW	9655938257	BATTEY BACKUP	03/29/2023	161.37	161.37	04/14/2023	
1660 GRA	NINGER INC, W W	9658773818	SUPPLIES	03/31/2023	46.22	46.22	04/14/2023	
1660 GRA	NINGER INC, W W	9658896494	SEALANT	03/31/2023	37.85	37.85	04/14/2023	
1660 GRA	INGER INC, WW	9669911050	SUPPLIES	04/11/2023	27.30	27.30	04/21/2023	
	NINGER INC, WW	9678250458	PARTS	04/18/2023	24.55	24.55	04/21/2023	
Total G	RAINGER INC, W W:				534.35	534.35		
	ATER WORKS, INC.							
1667 GRA	NITE WATER WORKS, INC.	137941	CURBSTOP PARTS	03/27/2023	106.10	106.10	04/21/2023	
Total GI	RANITE WATER WORKS, INC.				106.10	106.10		
HAUGLAND,	DAVID & NANCY							
5356 HAU	IGLAND, DAVID & NANCY	42423	ESCROW REFUND	04/24/2023	30.30	30.30	04/26/2023	
Total HA	AUGLAND, DAVID & NANCY:				30.30	30.30		
HAWKINS, IN	IC.							
1710 HAW	VKINS, INC.	6447670	CHEMICALS WTP	04/15/2023	20.00	20.00	04/21/2023	
1710 HAW	VKINS, INC.	6450562	CHEMICALS WTP	04/18/2023	3,377.99	3,377.99	04/21/2023	
Total HA	AWKINS, INC.:				3,397.99	3,397.99		
INNOVATIVE	OFFICE SOLUTIONS LLC							
5296 INN(	OVATIVE OFFICE SOLUTION	IN4163310	PD SUPPLIES	04/14/2023	63.44	63.44	04/26/2023	
5296 INN(	OVATIVE OFFICE SOLUTION	IN4181887	TOILET PAPER	05/01/2023	76.53	.00		
5296 INN(	OVATIVE OFFICE SOLUTION	IN4181887	C-FOLD TOWELS	05/01/2023	79.42	.00		
5296 INN(	OVATIVE OFFICE SOLUTION	IN4181887	PAPER TOWEL ROLL	05/01/2023	80.62	.00		
5296 INN(	OVATIVE OFFICE SOLUTION	IN4181887	LINERS	05/01/2023	67.80	.00		
5296 INN(	OVATIVE OFFICE SOLUTION	IN4181887	URINAL SCREENS	05/01/2023	32.62	.00		
5296 INNO	OVATIVE OFFICE SOLUTION	IN4181887	SURCHARGE FEE	05/01/2023	3.00	.00		
5296 INNO	OVATIVE OFFICE SOLUTION	IN4181887	ADMIN OFFICE SUPPLIES	05/01/2023	3.55	.00		
Total IN	NOVATIVE OFFICE SOLUTION	IS LLC:			406.98	63.44		
Int'l Union of	Operating Eng, Local 49							
	Union of Operating Eng, Local	MAR23 DUES	UNION DUES	04/10/2023	320.40	320.40	04/14/2023	

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То	tal Int'l Union of Operating Eng, Loca	l 49:			320.40	320.40		
	DVICH, DEGE & ATHMANN PA							
	•	25004		02/24/2022	00.00	00.00	04/44/2022	
	JOVANOVICH, DEGE & ATHMAN	25884 25884	DOWNTOWN LAKE JOHN	03/31/2023	90.00	90.00	04/14/2023	
	JOVANOVICH, DEGE & ATHMAN			03/31/2023	765.00	765.00	04/14/2023	
4716	,	25884	GENERAL	03/31/2023	225.00	225.00	04/14/2023	
4716 4716	JOVANOVICH, DEGE & ATHMAN JOVANOVICH, DEGE & ATHMAN	25884 25884	PANDORA OAA	03/31/2023 03/31/2023	22.50 180.00	22.50 180.00	04/14/2023 04/14/2023	
4716	JOVANOVICH, DEGE & ATHMAN	25884 25884	HEMLOCK	03/31/2023	112.50	112.50	04/14/2023	
		25884	PA- BRUGGEMANN		495.00	495.00	04/14/2023	
4716 4716	JOVANOVICH, DEGE & ATHMAN JOVANOVICH, DEGE & ATHMAN		PADDLE BOARD LICENSE AGM	03/31/2023 03/31/2023	270.00	495.00 270.00	04/14/2023	
				00/01/2020			04/14/2020	
То	tal JOVANOVICH, DEGE & ATHMAN	in pa:			2,160.00	2,160.00		
		MAD2022		04/04/2022	0.00	0.00	05/02/2022	
	KAZ HARDWARE & RENTAL	MAR2023	CITY HALL SUPPLIES	04/01/2023	9.29	9.29	05/03/2023	
	KAZ HARDWARE & RENTAL	MAR2023	PW SUPPLIES	04/01/2023	7.18	7.18	05/03/2023	
1990 1990	KAZ HARDWARE & RENTAL KAZ HARDWARE & RENTAL	MAR2023 MAR2023	PW SUPPLIES PW SUPPLIES	04/01/2023 04/01/2023	32.97	32.97 10.49	05/03/2023 05/03/2023	
				04/01/2023	10.49		05/03/2023	
	KAZ HARDWARE & RENTAL KAZ HARDWARE & RENTAL	MAR2023	PW SUPPLIES	04/01/2023	9.31 10.99	9.31 10.99	05/03/2023	
	KAZ HARDWARE & RENTAL	MAR2023	PW SUPPLIES PW SUPPLIES					
	KAZ HARDWARE & RENTAL	MAR2023	WATER SUPPLIES	04/01/2023	51.10	51.10 23.49	05/03/2023	
1990	KAZ HARDWARE & RENTAL	MAR2023 MAR2023	PW SUPPLIES	04/01/2023	23.49	23.49 11.45	05/03/2023 05/03/2023	
1990	KAZ HARDWARE & RENTAL	MAR2023	PW SUPPLIES	04/01/2023 04/01/2023	11.45 6.72	6.72	05/03/2023	
1990	KAZ HARDWARE & RENTAL	MAR2023	WW SUPPLIES	04/01/2023	13.60	13.60	05/03/2023	
1990		MAR2023	WW SUPPLIES	04/01/2023	4.08	4.08	05/03/2023	
1990	KAZ HARDWARE & RENTAL	MAR2023	WW SUPPLIES	04/01/2023	9.29	9.29	05/03/2023	
1990	KAZ HARDWARE & RENTAL	MAR2023	WW SUPPLIES	04/01/2023	49.45	49.45	05/03/2023	
1990	KAZ HARDWARE & RENTAL	MAR2023	WW SUPPLIES	04/01/2023	15.58	15.58	05/03/2023	
	KAZ HARDWARE & RENTAL	MAR2023	PD SUPPLIES	04/01/2023	52.77	52.77	05/03/2023	
	KAZ HARDWARE & RENTAL	MAR2023	PW SUPPLIES	04/01/2023	46.98	46.98	05/03/2023	
	KAZ HARDWARE & RENTAL	MAR2023	PW SUPPLIES	04/01/2023	5.99	5.99	05/03/2023	
	KAZ HARDWARE & RENTAL	MAR2023	PW SUPPLIES	04/01/2023	5.98	5.98	05/03/2023	
1990	KAZ HARDWARE & RENTAL	MAR2023	PW SUPPLIES	04/01/2023	7.29	7.29	05/03/2023	
	KAZ HARDWARE & RENTAL	MAR2023	PARK SUPPLIES	04/01/2023	14.22	14.22	05/03/2023	
	KAZ HARDWARE & RENTAL	MAR2023	PW SUPPLIES	04/01/2023	19.78		05/03/2023	
То	tal KAZ HARDWARE & RENTAL:				418.00	418.00		
		5420		04/10/2023	00.00	00.00	04/14/2022	
2010	LASER ETCH TECH LLC	J42U	HALLER RECOGNITION PLAQU	04/10/2023	90.00	90.00	04/14/2023	
То	tal LASER ETCH TECH LLC:				90.00	90.00		
	<b>MES</b> LGI HOMES	5223	PARK DONATION REFUND	05/02/2023	2 000 00	2 000 00	05/02/2022	
		5225		00/02/2023	2,000.00		05/03/2023	
То	tal LGI HOMES:				2,000.00	2,000.00		
	SURANCE TRUST -BERKLEY	12123	2023 WORKER COMP	04/24/2023	3,444.00	.00		
2103	LING INSURANCE IRUSI -BERK	42423	2023 WURKER GUIVIP	04/24/2023	3,444.00	.00		
То	tal LMC INSURANCE TRUST -BERK	(LEY:			3,444.00	.00		

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M & M BUS S	SERVICE							
2210 M &	M BUS SERVICE	101947938	DRUG TESTING	04/25/2023	160.00	.00		
Total M	& M BUS SERVICE:				160.00	.00		
MACQUEEN	EMERGENCY							
	CQUEEN EMERGENCY	W05055	GRASS 11 SKID ATTACHMENT	03/20/2023	1,392.25	1,392.25	04/14/2023	
Total M	ACQUEEN EMERGENCY:				1,392.25	1,392.25		
2273 MAG	ACE II RKET PLACE II	4323	WWC SUPPLIES	04/03/2023	28.28	28.28	04/21/2023	
		4323	PD SUPPLIES	04/03/2023	13.93	13.93	04/21/2023	
	RKET PLACE II	4323	ADMIN WATER	04/03/2023	19.95	19.95	04/21/2023	
	RKET PLACE II	5123	WATER	05/01/2023	16.93	.00	04/21/2020	
	RKET PLACE II	5123	WASTEWATER	05/01/2023	17.65	.00		
	RKET PLACE II	5123	WATER	05/01/2023	23.94	.00		
	RKET PLACE II	5123	PD SUPPLIES	05/01/2023	8.79	.00		
Total M	ARKET PLACE II:				129.47	62.16		
		05000						
2465 MCF	P COLLISION CENTER INC	25669	SQUAD REPAIRS	03/31/2023	1,210.86	1,210.86	04/14/2023	
Total M	CP COLLISION CENTER INC:				1,210.86	1,210.86		
IETERING 8	& TECHNOLOGY SOLUTIONS							
5080 MET	TERING & TECHNOLOGY SO	INV2032	WATER METER	03/22/2023	20.26	20.26	04/14/2023	
5080 MET	TERING & TECHNOLOGY SO	INV2039	WATER METER	03/23/2023	477.06	477.06	04/14/2023	
Total M	ETERING & TECHNOLOGY SC	DLUTIONS:			497.32	497.32		
IETRO WES	T INSPECTION SERVICES							
	TRO WEST INSPECTION SE	3657	PERMIT 22-0008 - 905 PALM CIR	04/25/2023	2.371.89	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 22-0080 - 531 HICKORY	04/25/2023	30.53	.00		
2375 MET	TRO WEST INSPECTION SE	3657	PERMIT 22-0090 - 121 LILAC AV	04/25/2023	96.53	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 22-0091 - 82 PRIMROS	04/25/2023	96.53	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 22-0092 - 43 AZALEA AV	04/25/2023	96.53	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 22-0107 - 501 DOUGLA	04/25/2023	1,081.25	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 22-0108 - 600 DOUGLA	04/25/2023	1,081.25	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 22-0109 - 521 DOUGLA	04/25/2023	1,021.57	.00		
2375 MET	TRO WEST INSPECTION SE	3657	PERMIT 22-0117 - 441 VALLEY D	04/25/2023	1,081.25	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 22-0127 - 450 VALLEY D	04/25/2023	1,081.25	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 22-0128 - 430 VALLEY D	04/25/2023	1,081.25	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 23-0001 - 12 WILLOW D	04/25/2023	25.00	.00		
	TRO WEST INSPECTION SE	3657	PERMIT 23-0015 - 905 PALM CIR	04/25/2023	212.03	.00		
Total M	ETRO WEST INSPECTION SE	RVICES:			9,356.86	.00		
		457040404400		04/07/0000	400.00	400.00	05/00/0000	
		157013401133	FIRE	04/27/2023	163.66	163.66		
	CONTINENT COMMUNICATI	157013401133	CITY OFFICES	04/27/2023	225.12	225.12		
	CONTINENT COMMUNICATI	157013401133	APD	04/27/2023	120.13	120.13	05/03/2023	
	CONTINENT COMMUNICATI	157013401133	DMV	04/27/2023	105.76	105.76	05/03/2023	
		157013401133	PW	04/27/2023	299.23	299.23	05/03/2023	
5006 MID	CONTINENT COMMUNICATI	157013401133	TC	04/27/2023	38.28	38.28	05/03/2023	

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Т	otal MIDCONTINENT COMMUNICAT	IONS:			952.18	952.18		
MIDWE	EST MACHINERY							
	MIDWEST MACHINERY	9569309	MOWER PART	04/28/2023	57.17	.00		
Т	otal MIDWEST MACHINERY:				57.17	.00		
MINNE	SOTA COMPUTER SYSTEMS INC							
2525	MINNESOTA COMPUTER SYST	368832	MONTHLY PAYMENT - PD PRIN	04/05/2023	30.36	30.36	04/21/2023	
2525	MINNESOTA COMPUTER SYST	369627	ADMIN COPIER OVERAGE	04/19/2023	172.86	172.86	04/21/2023	
2525		369627	DMV COPIER OVERAGE	04/19/2023	139.16	139.16	04/21/2023	
2525		369627	ADMIN COPIER	04/19/2023	70.00	70.00	04/21/2023	
2525		369627	DMV COPEIR	04/19/2023	40.00	40.00	04/21/2023	
2525	MINNESOTA COMPUTER SYST	369633	PW COPIER	04/19/2023	23.51	23.51	04/21/2023	
Т	otal MINNESOTA COMPUTER SYST	EMS INC:			475.89	475.89		
MN BC	A CRIMINAL JUSTICE							
4699	MN BCA CRIMINAL JUSTICE	42723	IT FINGERPRINTS - BCA	04/27/2023	66.50	66.50	05/03/2023	
Т	otal MN BCA CRIMINAL JUSTICE:				66.50	66.50		
MN DE	ED - BCD							
2572	MN DEED - BCD	MAY23	LOAN REPAYMENT - EA SWEEN	05/01/2023	1,607.15	1,607.15	05/03/2023	
Т	otal MN DEED - BCD:				1,607.15	1,607.15		
MN DE	PT. OF REVENUE							
2599	MN DEPT. OF REVENUE	MAR23	SALES TAX	04/18/2023	51.66	51.66	04/18/2023	
2599	MN DEPT. OF REVENUE	MAR23	SALES TAX	04/18/2023	11.24	11.24	04/18/2023	
2599	MN DEPT. OF REVENUE	MAR23	SALES TAX	04/18/2023	487.52	487.52	04/18/2023	
2599		MAR23	SALES TAX	04/18/2023	1,243.58	1,243.58	04/18/2023	
Т	otal MN DEPT. OF REVENUE:				1,794.00	1,794.00		
MN PE	IR							
	MN PEIP	1273762	INSURANCE	04/10/2023	19,554.42	19,554.42	04/21/2023	
Т	otal MN PEIP:				19,554.42	19,554.42		
NCPEF	RS GROUP LIFE INS							
4752	NCPERS GROUP LIFE INS	994901052023	INSURANCE	04/01/2023	16.00	16.00	04/14/2023	
Т	otal NCPERS GROUP LIFE INS:				16.00	16.00		
NELSC	ON ELECTRIC MOTOR REPAIR							
2765	NELSON ELECTRIC MOTOR RE	2369	LIFT STATION REPAIR	03/28/2023	300.00	300.00	04/14/2023	
	NELSON ELECTRIC MOTOR RE		PUMP REPAIR	04/06/2023	300.00	300.00	04/21/2023	
Т	otal NELSON ELECTRIC MOTOR RE	EPAIR:			600.00	600.00		
NEW L	ANE FINANCE							
5185	NEW LANE FINANCE	71385-10/04/2	CITY HALL	04/12/2023	81.67	81.67	04/14/2023	
	NEW LANE FINANCE	71385-10/04/2	PD PHONE	04/12/2023	81.66	81.66	04/14/2023	
	NEW LANE FINANCE	71385-10/04/2	DMV PHONE	04/12/2023	81.67	81.67		
2.50					0	0		

### Payment Approval Report - for City Council Report dates: 4/11/2023-5/8/2023

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
То	tal NEW LANE FINANCE:				245.00	245.00		
	WEST ASSOC CONSULTANT INC							
	NORTHWEST ASSOC CONSULT	26226	LAKE JOHN PROJECT	04/05/2023	226.50	226.50	04/14/2023	
	NORTHWEST ASSOC CONSULT	26226	HILGERT VARIANCE	04/05/2023	151.00	151.00	04/14/2023	
2832	NORTHWEST ASSOC CONSULT	26227	GENERAL	04/05/2023	709.50	709.50	04/14/2023	
То	tal NORTHWEST ASSOC CONSULT	TANT INC:			1,087.00	1,087.00		
Potentia	MN Solar Fund 1, LLC							
5074	Potentia MN Solar Fund 1, LLC	MAR23 BILL P	STREET LIGHTS	04/25/2023	41.60	.00		
5074	Potentia MN Solar Fund 1, LLC	MAR23 BILL P	FIRE HALL	04/25/2023	503.28	.00		
5074	Potentia MN Solar Fund 1, LLC	MAR23 BILL P	PARK ELECTRIC	04/25/2023	249.47	.00		
5074	Potentia MN Solar Fund 1, LLC	MAR23 BILL P	WTP	04/25/2023	3,475.89	.00		
5074	Potentia MN Solar Fund 1, LLC	MAR23 BILL P	SEWER L/S	04/25/2023	1,224.84	.00		
5074	Potentia MN Solar Fund 1, LLC	MAR23 BILL P	CEMETERY ELECTRIC	04/25/2023	27.71	.00		
	Potentia MN Solar Fund 1, LLC	MAR23 BILL P	CITY HALL	04/25/2023	1,385.95	.00		
То	tal Potentia MN Solar Fund 1, LLC:				6,908.74	.00		
QUADIE	NT, INC							
5182	QUADIENT, INC	60108832	POSTAGE METER	04/23/2023	162.89	.00		
То	tal QUADIENT, INC:				162.89	.00		
	CONTRACTING LLC							
5358	RACHEL CONTRACTING LLC	PAY ESTIMAT	PAY ESTIMATE 1	04/04/2023	65,958.50	65,958.50	05/03/2023	
То	tal RACHEL CONTRACTING LLC:				65,958.50	65,958.50		
	LSON PEST CONTROL LLC SAMUELSON PEST CONTROL L	17609		04/14/2022	275 00	275.00	04/21/2022	
4875	SAMUELSON PEST CONTROLL	17698	PEST CONTROL - CITY HALL	04/14/2023	275.00	275.00	04/21/2023	
То	tal SAMUELSON PEST CONTROL L	LC:			275.00	275.00		
HARE								
	SHARETECH	13380	ADMIN MONTHLY CONTRACT- 1	04/10/2023	176.48	176.48	04/14/2023	
	SHARETECH	13380	DMV MONTHLY CONTRACT- 15	04/10/2023	176.48	176.48	04/14/2023	
	SHARETECH	13380	FD MONTHLY CONTRACT- 20%	04/10/2023	235.28	235.28	04/14/2023	
	SHARETECH	13380	PD MONTHLY CONTRACT- 40%	04/10/2023	470.58	470.58	04/14/2023	
	SHARETECH	13380	PW MONTHLY CONTRACT- 10%	04/10/2023	117.65	117.65	04/14/2023	
5331	SHARETECH	13508	WATCH GUARD 1 YEAR RENEW	04/11/2023	510.64	510.64	04/14/2023	
То	tal SHARETECH:				1,687.11	1,687.11		
SOK'S F	APID CAR WASH							
4021	SOK'S RAPID CAR WASH	263-1384	PD SQUAD WASHES	03/01/2023	6.45	6.45	04/21/2023	
4021	SOK'S RAPID CAR WASH	264-1384	PD SQUAD WASHES	04/03/2023	29.52	29.52	04/21/2023	
То	tal SOK'S RAPID CAR WASH:				35.97	35.97		
STERIC	YCLE INC							
	STERICYCLE INC	8003620454	SHREDDING SERVICES	03/31/2023	640.32	640.32	05/03/2023	
4006								

CITY OF	ANNANDALE		Payment Approval Report - for City ( Report dates: 4/11/2023-5/8/20				F May 04, 2023	2age: 11 05:02PM
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
STREIC	HERS							
4148	STREICHERS	11626761	UNIFORM ALLOWANCE	04/10/2023	10.99	10.99	04/26/2023	
То	tal STREICHERS:				10.99	10.99		
SUMMIT	FIRE PROTECTION							
	SUMMIT FIRE PROTECTION	150028344	SPRINKLER SYSTEM INSPECTI	04/13/2023	236.00	236.00	04/21/2023	
4040	SUMMIT FIRE PROTECTION	150028694	FIRE EXT. MAINTENANCE	04/21/2023	467.75	.00		
4040	SUMMIT FIRE PROTECTION	150028695	ANNUAL FIRE STATION INSPEC	04/21/2023	457.75	.00		
To	tal SUMMIT FIRE PROTECTION:				1,161.50	236.00		
SURPLU	JS SERVICES							
	SURPLUS SERVICES	20040901	SURPLUS SERVICE	04/14/2023	91.00	91.00	04/21/2023	
4747	SURPLUS SERVICES	20040904	COUNCIL CHAIRS	04/17/2023	660.00	.00		
4747	SURPLUS SERVICES	20040904	OFFICE SUPPLIES	04/17/2023	4.00	.00		
4747	SURPLUS SERVICES	20040904	OFFICE SUPPLIES	04/17/2023	150.00	.00		
4747	SURPLUS SERVICES	20040904	TOOLS	04/17/2023	120.00	.00		
To	tal SURPLUS SERVICES:				1,025.00	91.00		
	MMUNICATIONS MN LLC							
	TNT COMMUNICATIONS MN LL	1715	WRIING SUPPORT FOR CAMER	05/01/2023	88.58	.00		
То	tal TNT COMMUNICATIONS MN LLC	D:			88.58	.00		
	CONSULTANTS INC							
	UTILITY CONSULTANTS INC	115707	COLIFORM- TESTING	03/28/2023	92.40	92.40	04/14/2023	
Та	tal UTILITY CONSULTANTS INC:					02.40		
10	LAI UTILITY CONSULTANTS INC.				92.40	92.40		
	REFUNDS							
	UTILITY REFUNDS	UTILref-KLIME	OVERPAY REFUND-935 ACACIA	04/18/2023	142.66	142.66	04/26/2023	
	UTILITY REFUNDS UTILITY REFUNDS		OVERPAY REFUND-325 EXCEL OVERPAY REFUND-255 CHERR	04/10/2023 04/19/2023	44.05 213.18	44.05 .00	04/14/2023	
· _								
10	tal UTILITY REFUNDS:				399.89	186.71		
	MANAGEMENT-WM CORP SERVIC WASTE MANAGEMENT-WM CO		GARBAGE- 74 OAK	04/05/2023	146.59	146.59	04/14/2023	
	tal WASTE MANAGEMENT-WM CO				146.59			
10		RF SERVICES.				146.59		
	ENTRAL SANITATION INC	4070007	DEOVOLINIO	00/04/0000	4 070 75	4 070 75	0.4.14.4/00000	
	WEST CENTRAL SANITATION IN		RECYCLING	03/31/2023	4,279.75	4,279.75		
4481	WEST CENTRAL SANITATION IN	12732997	REFUSE	03/31/2023	10,872.32	10,872.32	04/14/2023	
To	tal WEST CENTRAL SANITATION IN	IC:			15,152.07	15,152.07		
WEX BA	NK							
5273	WEX BANK	88502705	PD FUEL	04/08/2023	2,001.92	2,001.92	04/21/2023	
5273	WEX BANK	88502709	MOTOR FUELS	04/08/2023	43.14	43.14	04/21/2023	
5273	WEX BANK	8850289	MOTOR FUELS	04/08/2023	235.42	235.42	04/14/2023	
То	tal WEX BANK:				2,280.48	2,280.48		
5273	WEX BANK				235.42	235.42		

CITY OF	ANNANDALE		Payment Approval Report - for C Report dates: 4/11/2023-5/8	-			P May 04, 2023	age: 12 05:02PM
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
	R, MITCHELL							
	WICKER, MITCHELL WICKER, MITCHELL	41423 433107	LICENSE MATERIALS	04/14/2023 04/11/2023	23.00	23.00 135.00	04/21/2023 04/21/2023	
То	otal WICKER, MITCHELL:				158.00	158.00		
WINDST	<b>TREAM</b>							
4495	WINDSTREAM	APR23-LIFT	L/S PHONE	04/05/2023	254.69	254.69	04/14/2023	
4495	WINDSTREAM	APR23-WATER	320-274-2793	04/05/2023	39.57	39.57	04/14/2023	
То	otal WINDSTREAM:				294.26	294.26		
WRIGH	T COUNTY RECORDER							
4535	WRIGHT COUNTY RECORDER	202300000020	DT GRANT MORTGAGE	03/31/2023	54.95	54.95	04/14/2023	
То	otal WRIGHT COUNTY RECORDER:				54.95	54.95		
WRIGH	T-HENNEPIN COOPERATIVE							
4548	WRIGHT-HENNEPIN COOPERA	35030400981	L/S 1255 BUSINESS BLVD	04/10/2023	22.73	22.73	04/21/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030400981	TC SECURITY	04/10/2023	20.95	20.95	04/21/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030400981	CITY HALL SECURITY	04/10/2023	20.95	20.95	04/21/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030400981	STREET LIGHTS	04/10/2023	162.52	162.52	04/21/2023	
То	tal WRIGHT-HENNEPIN COOPERA	TIVE:			227.15	227.15		
XCEL E	NERGY							
4559	XCEL ENERGY	822428961	51-5728266-7	04/03/2023	205.46	205.46	04/14/2023	
4559	XCEL ENERGY	822444490	51-6024519-2	04/03/2023	223.35	223.35	04/14/2023	
4559	XCEL ENERGY	822649774	ACCOUNT 51-6024518-1	04/04/2023	3,309.08	3,309.08	04/21/2023	
То	tal XCEL ENERGY:				3,737.89	3,737.89		
Gi	rand Totals:				350,672.60	220,329.68		
I	Dated:							
l	Mayor: Shelly Jonas							
City C	Council: Tina Honsey							
	ппа польеу							
	JT Grundy							

Corey Czycalla

Matthew Wuollet

CITY OF ANN	IANDALE		Payment Approval Report - for City Council Report dates: 4/11/2023-5/8/2023				Page: 13 May 04, 2023 05:02PM				
/endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided			
Report Criteria Detail rep											
	with totals above \$0 include unpaid invoices included.	d.									



May 8, 2023

Agenda Section:ConsentReport From:Kelly Hinnenkamp, Admin

Agenda No.6BAgenda Item:Department Reports

### **Core Strategy:**

- □ Inspire Community Engagement
- $\boxtimes$  Increase Operational Effectiveness
- $\Box$  Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails
- Provide Proactive Leadership
- Ensure Safe/Well Kept Community
- $\Box$  Other: Compliance

## Background

The following Department Reports are presented for approval:

- Police Department Report for April
- Financial Report for March
- Fire Department Report for April
- DMV Report for April

### **Recommended Action**

Approve Department Reports

### Attachments:

Reports



## ANNANDALE POLICE DEPARTMENT MONTHLY REPORT Apr-23

TOTAL	April 2023 April 2022 Co		Current	2022	Percentage		
ACTIVITY	Total	Total	YTD Total	YTD Total	Change		
CRIMINAL ACTIVITY	7	5	26	34	-24%		
CITATIONS	95	60	247	189	31%		
NON-CRIMINAL	146	169	560	687	-18%		
GRAND TOTAL	248	234	833	910			

CRIMINAL ACTIVITY	April 2023	April 2022	Current	2022	Percentage
	Total	Total	YTD Total	YTD Total	Change
Homicide	0	0	0	0	N/A
Forcible Rape	0	0	0	0	N/A
Robbery	0	0	0	0	N/A
Assault	1	1	1	2	-50%
Domestic Assault	0	1	1	3	-67%
Criminal Sex Conduct	0	0	0	4	-100%
Burglary	0	0	0	0	N/A
Theft	2	1	8	5	60%
Motor Vehicle Theft	0	0	0	0	N/A
Arson	0	0	0	0	N/A
Crime Against Admin	0	0	1	1	0%
Forgery/Counterfeit	0	0	2	2	0%
Fraud	0	1	0	3	-100%
Embezzlement	0	0	0	0	NA
Terroristic Threats	0	0	0	0	NA
Property Damage	0	1	2	4	-50%
Weapons	0	0	1	0	NA
Drug Offenses	0	0	2	2	0%
Juvenile Offenses	0	0	0	1	-100%
DUI/DWI	3	0	5	3	67%
Liquor Laws	0	0	0	0	NA
Disturbing Peace	1	0	3	4	-25%
All Others	0	0	0	0	NA
Total Criminal Activity	7	5	26	34	

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

NON-CRIMINAL	April 2023	April 2022	Current	2022	Percentage
ΑCTIVITY	Total	Total	YTD Total	YTD Total	Change
Alarms	10	12	29	43	-33%
Animal Bites	0	0	0	0	NA
Animal Complaints	3	1	8	15	-47%
Area Checks/Extra Patrol	1	0	5	0	NA
Assist Other Agencies	9	8	52	67	-22%
ATV/Snowmobile Complaints	0	0	0	1	-100%
Background Checks	2	3	9	18	-50%
CDP	1	0	1	1	0%
Check Welfare	12	4	34	33	3%
Citizen Aid / Motorist Aid	7	6	24	39	-38%
Civil Disputes	5	5	21	23	-9%
Confidential Narcotics	0	0	2	4	-50%
Death, Non-Criminal	0	1	2	3	-33%
Disorderly	0	1	1	8	-88%
Domestics	1	3	5	10	-50%
Driving/Traffic Complaints	6	7	28	20	40%
Dumping/Littering	0	0	1	0	NA
Escorts - Funeral	2	4	5	10	-50%
Fight	0	0	0	1	-100%
Fire Calls	1	2	5	6	-17%
Firearm Discharge	0	0	0	1	-100%
Fireworks	0	0	0	1	-100%
Harassment Complaint	3	2	7	7	0%
Juvenile/Mischief	4	3	10	10	0%
Lockouts - Vehicle	5	5	22	16	38%
Lost/Found Property	5	7	13	12	8%
Medical	19	34	93	120	-23%
Mental Health	1	8	5	22	-77%
Missing Person	3	0	4	1	300%
MV Accidents / VOR	3	4	20	24	-17%
Noise Complaints	0	0	20	2	0%
Parking Complaints	0	0	14	9	56%
Search Warrants	0	0	0	0	NA
School Related -SRO	0	3	5	34	-85%
Suicidal person	0	0	0	1	-100%
Suicide attempted	0	0	0	2	-100%
Suspicious Complaints	10	14	31	39	-21%
Theft	3	14	6	4	50%
Threats	2	0	3	3	0%
Warrants-Attempt/Arrest	0	2	1	13	-92%
WCHS/MAARC Reports	7	0	20	15	33%
All Others	21	29	72	49	47%
Total Non-Criminal	146	169	560	<b>687</b>	+7 /0
	140	103	500	007	
CITATIONS &	April 2023	April 2022	Current	2022	Percentage

WARNINGS	Total	Total	YTD Total	YTD Total	Change
Admin Citations	4	2	18	33	-45%
State Citations	20	7	55	26	112%
Warning Citations	71	51	174	130	34%
TOTAL	95	60	247	189	

### **Citations consist of the following offenses:**

Careless Driving DAR/DAC/DAS Equipment Violation SBSA Violation No Proof of Insurance Expired Registration Exhibition Driving

No Insurance
Traffic
Parking
Expired DL
Obstructed View
Semaphore

Seatbelt Equipment Winter Parking Stop Sign No MN DL Speed

### CITY OF ANNANDALE COMBINED CASH INVESTMENT MARCH 31, 2023

#### COMBINED CASH ACCOUNTS

001-10101	CASH		685,287.93
001-10103	NORTHLAND SECURITIES		113,696.86
001-10104	ICD INVESTMENTS		1,101,114.00
001-10105	4M INVESTMENTS		40,742.68
001-10107	LAKE CENTRAL BANK CD		252,451.83
001-10108	LPL FINANCIAL INVESTMENTS		1,453,949.43
	TOTAL COMBINED CASH		3,647,242.73
	NON-ALLOCATED CASH		
001-10110	CASH - UTILITY CLEARING	(	1,372.14)
	TOTAL COMBINED CASH		3,645,870.59
001-10100	CASH ALLOCATED TO OTHER FUNDS	(	3,645,870.59)
	TOTAL UNALLOCATED CASH	_	.00

#### CASH ALLOCATION RECONCILIATION

101	ALLOCATION TO GENERAL FUND		1,565,828.16
102	ALLOCATION TO DEPUTY REGISTRAR/MOTOR VEHICLE		300,068.41
103	ALLOCATION TO GENERAL FUND		60,127.30
222	ALLOCATION TO CHARITABLE GAMBLING FUND		11,920.11
330	ALLOCATION TO PFA BONDS-2004-WTP		14,082.59
332	ALLOCATION TO GO IMP BONDS 2008B (MAPLE)	(	42,459.66)
333	ALLOCATION TO GO IMP BONDS 2008A (CITY HALL)	(	5,476.85)
334	ALLOCATION TO PUMPER TRUCK BOND	(	17,321.67)
335	ALLOCATION TO GO IMP BDS 2011A/PFA (2011STR)	(	423.57)
336	ALLOCATION TO GO IMPR BOND 2011B-REFUNDING		18,091.28
337	ALLOCATION TO GO REFUNDING BOND 2012A	(	35,455.11)
339	ALLOCATION TO TIF #14 - 2019 A SERIES		17,580.45
340	ALLOCATION TO GO REFUNDING BOND 2019B		110,360.45
341	ALLOCATION TO GO TEMPORARY IMP BOND 2020A	(	276,311.49)
342	ALLOCATION TO GO IMPROVEMENT BOND 2020B		118,445.31
343	ALLOCATION TO GO EQUIPMENT BOND 2022A		772.67
344	ALLOCATION TO 2023A REVENUE BOND		43,590.00
402	ALLOCATION TO FIREFIGHTER RELIEF DONATIONS		109,011.37
407	ALLOCATION TO ECONOMIC DEVELOPMENT FUND		111,048.88
408	ALLOCATION TO MIF FUND		22,581.22
409	ALLOCATION TO SMALL CITIES DEV PROGRAM		29,249.91
411	ALLOCATION TO TIF #6 - COTTAGES OF ANNANDALE	(	61.01)
423	ALLOCATION TO TIF DISTRICT # - DINGMANN	(	8,353.12)
425	ALLOCATION TO RECREATION PARK		33,233.86
460	ALLOCATION TO PARK FUND		57,693.28
461	ALLOCATION TO WATER EXPANSION FUND		397,975.82
462	ALLOCATION TO SEWER EXPANSION FUND		292,828.80
463	ALLOCATION TO STORMWATER FUND		15,921.11
464	ALLOCATION TO LIONS DONATION FUND		287,546.31
465	ALLOCATION TO TIF DISTRICT #14 - PINTAIL APT		49,093.55
466	ALLOCATION TO 2020 IMP PROJECT		53,906.52

### CITY OF ANNANDALE COMBINED CASH INVESTMENT MARCH 31, 2023

468	ALLOCATION TO TIF DISTRICT #15 - CARE CENTER	(	205.83)
470	ALLOCATION TO FUND 470	(	597,673.39)
471	ALLOCATION TO LAKE JOHN UTILITY EXTENSION	(	45,521.62)
472	ALLOCATION TO HWY 55 IMPROVEMENTS	(	81,757.29)
493	ALLOCATION TO STREET MAINTENANCE CAPITAL		143,330.91
494	ALLOCATION TO STREET CAPITAL OUTLAY FUND		135,643.24
495	ALLOCATION TO PUBLIC WORKS/STREET EQUIP FUND		204,624.86
496	ALLOCATION TO FIRE EQUIPMENT FUND		94,476.47
497	ALLOCATION TO POLICE EQUIPMENT FUND		551.65
498	ALLOCATION TO BUILDING CAPITAL OUTLAY FUND		142,290.87
601	ALLOCATION TO WATER FUND		349,424.43
602	ALLOCATION TO SEWER FUND		202,515.96
603	ALLOCATION TO REFUSE/RECYCLING FUND		32,841.31
604	ALLOCATION TO TRAINING CENTER OPERATIONS	(	241,488.47)
605	ALLOCATION TO STORM UTILITY FUND		15,566.57
651	ALLOCATION TO CEMETERY FUND	(	29,363.26)
703	ALLOCATION TO WASTE WATER COMMISSION	(	6,994.65)
	TOTAL ALLOCATIONS TO OTHER FUNDS		3,653,356.64
	ALLOCATION FROM COMBINED CASH FUND - 001-10100	(	3,645,870.59)

ZERO PROOF IF ALLOCATIONS BALANCE

7,486.05

### **CITY OF ANNANDALE** SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2023

### FUND 101 - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	
REVENUE						
TAXES	1,259.26	46,066.43	1,505,315.00	( 1,459,248.57)	3.06	
LICENSES & PERMITS	12,259.65	17,504.58	77,850.00	( 60,345.42)	22.49	
INTERGOVERNMENTAL REVENUES	16,085.00	18,035.00	659,003.00	( 640,968.00)	2.74	
PUBLIC CHARGES FOR SERVICE	29,028.79	29,895.69	275,565.00	( 245,669.31)	10.85	
FINES & FORFEITURES	1,396.51	2,248.08	12,200.00	( 9,951.92)	18.43	
MISCELLANEOUS REVENUE	2,468.50	14,212.90	43,000.00	( 28,787.10)	33.05	
OTHER FINANCING SOURCES	.00	.00	30,000.00	( 30,000.00)	.00	
TOTAL FUND REVENUE	62,497.71	127,962.68	2,602,933.00	( 2,474,970.32)	4.92	
EXPENDITURES						
LEGISLATIVE	2,126.57	8,343.67	42,829.25	34,485.58	19.48	
ELECTIONS	.00	400.00	525.00	125.00	76.19	
PLANNING AND ZONING	790.43	1,869.81	6,402.25	4,532.44	29.21	
ADMINISTRATION	45,410.04	119,202.97	297,747.99	178,545.02	40.03	
ASSESSOR	.00	.00	24,250.00	24,250.00	.00	
DEPARTMENT 416	.00	.00	.00	.00	.00	
DEPUTY REGISTRAR	.00	.00	.00	.00	.00	
CITY HALL	6,576.93	12,369.19	56,610.57	44,241.38	21.85	
DEPARTMENT 420	.00	.00	.00	.00	.00	
POLICE	80,629.84	191,882.41	825,600.63	633,718.22	23.24	
FIRE	29,576.73	53,258.03	247,114.07	193,856.04	21.55	
BUILDING INSPECTOR	19,023.48	29,619.25	70,922.10	41,302.85	41.76	
CIVIL DEFENSE	.00	.00	400.00	400.00	.00	
ANIMAL CONTROL	.00	.00	550.00	550.00	.00	
PUBLIC WORKS	26,027.56	70,606.02	213,288.14	142,682.12	33.10	
STREETS	19,436.36	70,677.58	272,921.65	202,244.07	25.90	
DEPARTMENT 441	.00	.00	.00	.00	.00	
PARKS COMMISSION	172.25	629.43	3,512.23	2,882.80	17.92	
PARKS	7,363.72	26,073.07	140,920.85	114,847.78	18.50	
LIBRARY	1,581.07	3,144.75	18,448.57	15,303.82	17.05	
TIF & CAPITAL PROJECT FUNDS	.00	.00	.00	.00	.00	
DEPARTMENT 492	.00	.00	.00	.00	.00	
TRANSFERS OUT	.00	.00	393,090.00	393,090.00	.00	
TOTAL FUND EXPENDITURES	238,714.98	588,076.18	2,615,133.30	2,027,057.12	22.49	
NET REVENUE OVER EXPENDITURES	( 176,217.27)	( 460,113.50)	( 12,200.30)	( 447,913.20)	( 3,771.33)	

Μ	ar	-23
---	----	-----

PURCHASE DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	cos	T BASIS VALUE	CURRENT PERIOD PAID EARNINGS		CURRENT YEAR PAID EARNINGS
MONEY MAR	RKET										
	ICD			0.40%			Ś	9,827.46	\$ 474.86	Ś	4,367.6
	LAKE CENTRAL CH	ECKING		0.50%			\$	684,664.13	•		3,402.3
I	NORTHLAND SECU	JRITIES		VARIES			\$	1,056.46	\$ 3.40	\$	9.5
l	LPL Financial			VARIES			\$	2,449.26	\$ 1.14	\$	13.4
I	Lake Central CD			4.00%			\$	2,451.83	\$ -	\$	222.5
	4M FUND	Dividend Reinvest-average monthly rate 4.683%		VARIES	LIQUID	N/	Α\$	37,805.14	\$ 150.37	\$	442.2
	4M PLUS FUND	Dividend Reinvest -average montly rate 4.686%		VARIES	LIQUID	N/	Α\$	2,776.18	\$ 10.99	\$	-
				(TOTAL	4M PLUS)		\$	40,581.32	\$ 161.36		
					N	loney Market Total	Ś	741,030.46	\$ 1,264.56	ć	8,457.6

PURCHASE DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	Cost Basis	
10/20/2022 NO	ORTHLAND SEC	UF Bank Hapoalium, B M New York	06251A-4V	9 4.75%	18 mos	5/6/2024 \$	111,000.00	
La	ke Central Bank	< C Annandale, MN			12 mos	\$	250,000.00	
7/25/2022 ICI	C	Ally Bank Midvale, UT	02007GWW	9 3.35%	24 mos	7/28/2025 \$	200,000.00	
10/28/2021 ICI	D	Synchrony Bank, Draper, UT	87164WF2	9 0.50%	24 mos	11/6/2023 \$	114,000.00	
7/29/2020 ICI	C	BMO Harris, Chicago, IL	05600XAN	0 0.55%	4 yrs	7/29/2024 \$	250,000.00	
7/24/2020 ICI	D	EnerBank, Salt Lake City	29278TQI	9 0.30%	3 yrs	7/24/2023 \$	155,000.00	
6/24/2021 ICI	C	Texas Exchange Bank, Crowley TX	88241TL	4 0.50%	3 yrs	7/9/2024 \$	101,000.00	
3/24/2021 ICI	C	BMW Bank of Amer, Salt Lake City, UT	05580AZI	9 0.45%	3 yrs	3/26/2024 \$	178,000.00	
12/27/2021 ICI	C	State Bank of India, New York, NY	856285B	9 1.40%	5 yrs	12/30/2026 \$	101,000.00	
12/22/2022 LP	L Financial	Ally Bank, MidVale, UT	02007GQ/	4 2.65%		4/29/2024 \$	245,349.04	
12/22/2022 LP	L Financial	Barclays Bank DE, DE	06740KR0	4 4.90%		11/18/2024 \$	253,871.03	
12/22/2022 LP	L Financial	Beal Bank USA, Las Vegas, NV	07371DNF	6 4.45%		7/5/2023 \$	250,005.00	
12/22/2022 LP	L Financial	Capital One NA, Mclean, VA	14042RSF	5 3.30%		7/1/2024 \$		
12/22/2022 LP	L Financial	Manufacturers & Traders, Buffalo, NY	564759RI	6 4.85%		6/17/2024 \$		
12/22/2022 LP	L Financial	PNC Bank NA, Wilmington, DE	69355NB	7 4.50%		12/28/2023 \$	175,005.00	
12/22/2022 LP	L Financial	Wells Fargo Bank NA, Sioux Falls, SD	94976340	7 4.70%		12/22/2023 \$	175,513.39	
					In	vestments Total \$	2,911,499.03	
					MM & Inves	tments Total \$	3,652,529.49	
					In	terest \$	1,264.56	
Total					Т	otal \$	3,653,794.05	

### Annandale Fire Department

### Incident Type Report (Summary) (Modified)

## Alarm Date Between {04/01/2023} And {04/30/2023}

Incident Type	Count	Percent
3 Rescue & Emergency Medical Service Incident		
311 Medical assist, assist EMS crew	5	41.66 %
	5	41.66 %
¥.		
4 Hazardous Condition (No Fire)		
412 Gas leak (natural gas or LPG)	1	8.33 %
424 Carbon monoxide incident	1	8.33 %
	2	16.66 %
6 Good Intent Call		
611 Dispatched & cancelled en route	2	16.66%
	2	16.66 %
7 False Alarm & False Call		
741 Sprinkler activation, no fire - unintentional	I	8.33 %
742 Extinguishing system activation	1	8.33 %
743 Smoke detector activation, no fire - unintentional	1	8,33 %
	3	25.00 %

Total Incident Count: 12

05/04/2023 13:11

## **DMV Annual Revenue Summary**

		2020				2021			2022				2023				
		Motor Vehicle				Motor Vehicle			Motor Vehicle				Motor Vehicle				
	N	Monthly Cumulative		IV	Monthly Cumulative			Monthly Cumulative			umulative	Monthly			Cumulative		
Jan	\$	24,253	\$	24,253	\$	17,265	\$	17,265	\$	20,614	\$	20,614	\$	20,110	\$	20,110	
Feb	\$	20,464	\$	44,717	\$	22,133	\$	39,398	\$	22,571	\$	43,185	\$	23,144	\$	43,254	
Mar	\$	13,553	\$	58,270	\$	21,456	\$	60,854	\$	18,214	\$	61,399	\$	16,825	\$	60,079	
April	\$	5,773	\$	64,043	\$	21,120	\$	81,974	\$	16,468	\$	77,867	\$	15,809	\$	75,888	
May	\$	9,976	\$	74,019	\$	17,199	\$	99,173	\$	15,647	\$	93,514			\$	75,888	
June	\$	14,054	\$	88,073	\$	15,978	\$	115,151	\$	14,847	\$	108,361			\$	75,888	
July	\$	14,428	\$	102,501	\$	15,422	\$	130,573	\$	14,857	\$	123,218			\$	75,888	
Aug	\$	11,275	\$	113,776	\$	13,809	\$	144,382	\$	13,258	\$	136,476			\$	75,888	
Sept	\$	10,996	\$	124,772	\$	13,443	\$	157,825	\$	12,300	\$	148,776			\$	75,888	
Oct	\$	10,021	\$	134,793	\$	12,706	\$	170,531	\$	12,475	\$	161,251			\$	75,888	
Nov	\$	7,328	\$	142,121	\$	12,755	\$	183,286	\$	12,715	\$	173,966			\$	75,888	
Dec	\$	16,619	\$	158,740	\$	14,420	\$	197,706	\$	14,827	\$	188,793			\$	75,888	

		DNR Tran	sact	ions		DNR Tra	nsac	tions		DNR Tra	nsac	tions		DNR Tra	nsact	ions
	Ν	/lonthly	Cu	mulative	N	Ionthly	Cu	mulative	Μ	onthly	Cu	mulative	М	onthly	Cur	nulative
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	\$	1,107	\$	3,194
Mar	\$	1,033	\$	4,682	\$	1,373	\$	4,912	\$	1,556	\$	5,197	\$	1,026	\$	4,220
April	\$	357	\$	6,356	\$	2,860	\$	7,772	\$	1,667	\$	6,864	\$	1,397	\$	5,617
May	\$	1,674	\$	8,130	\$	2,747	\$	10,519	\$	2,494	\$	9,358			\$	5,617
June	\$	1,774	\$	9 <i>,</i> 937	\$	1,827	\$	12,346	\$	2,029	\$	11,387			\$	5,617
Jule	\$	1,807	\$	10,747	\$	1,891	\$	14,237	\$	1,703	\$	13,090			\$	5,617
Aug	\$	810	\$	11,634	\$	860	\$	15,097	\$	796	\$	13,886			\$	5,617
Sept	\$	887	\$	12,311	\$	1,001	\$	16,098	\$	977	\$	14,863			\$	5,617
Oct	\$	677	\$	12,670	\$	587	\$	16,685	\$	496	\$	15,359			\$	5,617
Nov	\$	359	\$	14,130	\$	557	\$	17,242	\$	653	\$	16,012			\$	5,617
Dec	\$	1,460	\$	14,130	\$	1,510	\$	18,752	\$	3,436	\$	19,448			\$	5,617
		DL Trans	acti	ons		DL Tran	sact	ions		DL Tran	sact	ions		DL Tran	sacti	ons

\$ 1,304

DE Hansactio

81,505

Total

<u>\$ 174,174</u> <u>\$ 216,458</u> <u>\$ 208,241</u> <u>\$</u>



May 8, 2023

Agenda Section:ConsentReport From:Kelly Hinnenkamp, Admin

Agenda No.6CAgenda Item:4th of July Road Closure

### Core Strategy:

- □ Inspire Community Engagement
- $\boxtimes$  Increase Operational Effectiveness
- $\boxtimes$  Enhance Local Business Environment
- □ Develop/Manage Strong Parks/Trails

## Provide Proactive Leadership

- $\Box$ Ensure Safe/Well Kept Community
- $\Box$  Other: Compliance

### Background

The 4<sup>th</sup> of July parade is Scheduled for the 4<sup>th</sup> at 10am. Staff is recommending the closure of Poplar, Chestnut, Oak and Park streets to accommodate the parade route. The timing of the closure will be from 9:00 am to the end of the parade.

### **Recommended Action**

Approve road closure as presented.

### Attachments:

None



May 8, 2023

Agenda Section:ConsentReport From:Joe Haller, Public Works<br/>Director

Agenda No.6DAgenda Item:Crack Filling Quotes

### Core Strategy:

- □ Inspire Community Engagement
- $\boxtimes$  Increase Operational Effectiveness
- □ Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails
- □ Provide Proactive Leadership
- Ensure Safe/Well Kept Community
- $\Box$  Other: Click or tap here to enter text.

### Background

Attached are two quotes for crack filling of city streets. Kamco is the low bidder at \$1.67 per LB.

Staff is proposing to address cracks on roads that are not planned for reconstruction in the near futures. Crack filling is a preventative measure to limit water penetration that leads to erosion of the base materials, which reduces the useful life of the road.

It is estimated cost to be no more than \$40,000-\$50,000. The City has funds in the Street Maintenance Fund to cover this expense.

### **Recommended Action**

Approve quote from Kamco as presented.

### Attachments:

Quotes

# KAMCO Inc.

23524 735th Ave Dassel, MN 55325 612-508-3904

# Quote

Date	Quote #
4/20/2023	201749

Name / Address	
City of Annandale 30 Cedar St. E. PO Box K Annandale, MN 55302	

			Rep	Proje	ect
Description		Qty		Total	
Crack Sealing Price per LB Route new cracks 3/4x3/4 blow clean, heat lance and fill Blow clean previously filled cracks that have failed or sunk and reseal them Spray treated cracks with liquid detach Material to be MN spec 3723 rubber					1.67
Thank you Ken Tormanen 612-508-3904	- 7	Гota			\$1.67



Asphalt Surface Technologies Corporation P.O. Box 1025 St Cloud, MN 56302 Phone: 320-363-8500 Fax 320-363-8700 AN EQUAL OPPORTUNITY EMPLOYER

то:	CITY OF ANNANDALE	PHONE: 320-274-3055	date: <b>4/25/23</b>
STREET:	P.O. BOX K	JOB NAME: CRACK FILLING	јов #: <b>К23-082</b>
CITY:	ANNANDALE, MN 55302	JOB LOCATION: CITY STREETS	
ATT:	JOE HALLER	FAX: 320-274-2794	CELL: 763-238-6463

We hereby submit specifications and estimates for: CRACK FILLING

Cracks are to be blown clean by means of compressed air.

Cracks are to be filled with hot pour rubberized crackfiller. (MN DOT 3723)

Traffic will not be allowed on sealed area until material has cured properly.

Cracks will be covered with DE-TACT to prevent tracking.

New, untreated cracks will be routed ¾" X ¾" to 1"X1" as needed.

\*Cracks greater than 1.5" wide should not be treated with this process.

\*Alligatored areas should not be treated with this process.

Price includes all labor, equipment, materials, and cleanup.

If you have any questions feel free to call me.

We Propose herby to furnish materials and labor to complete in accordance with above specifications, for the sum of:

	\$ 2.17	PER POUND
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreement contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.	Authorized Signature: Proposal may be withdrawn if not accepted within 30 days.	DOUG WELK
Date of Acceptance:	Signature:	



May 8, 2023

Agenda Section: Consent Report From: Joe Haller, Publ Director

□ Inspire Community Engagement

Increase Operational Effectiveness

Joe Haller, Public Works Ag Director

Agenda No.6EAgenda Item:Pay Loader

- Provide Proactive Leadership
  - Ensure Safe/Well Kept Community
  - $\Box$  Other: Click or tap here to enter text.

## □ Enhance Local Business Environment

**Core Strategy:** 

Develop/Manage Strong Parks/Trails

### Background

Attached is a quote from Fehn Industries to perform repairs to the body of the City's payloader. The work will extend the longevity of the current machine and allow our staff to meet the needs of additional streets and infrastructure maintenance.

**Recommended Action** 

Approve the quote with Fehn Industries

Attachments:

Quote

# **ESTIMATE**

Fehn Industries LLC. 1329 120th St NE Monticello, MN 55362 fehn1486@gmail.com +1 (763) 238-3017

## city of Annandale

Bill to	Estimate details
city of Annandale	Estimate no.: 1007
	Estimate date: 04/27/2023

	Product or service		Amount
1.	Paint products		\$750.00
2.	Sandblast Sandblast	2 hrs × \$205.00	\$410.00
3.	Services set up, take windows out of cab, prime, paint, and put together.	15 hrs × \$125.00	\$1,875.00
4.	Services remove and reinstall windows		\$2,500.00
5.	Services new windows if they are broke when removed.		\$4,800.00
		Total	\$10,335.00



May 8, 2023

Agenda Section: Consent	Agenda No. 61
<b>Report From:</b> Chief Townser	nd Agenda Item: Sa
Core Strategy:	
□ Inspire Community Engagement	🗆 Provide Proa
Increase Operational Effectivene	ss 🛛 Ensure Safe/
Enhance Local Business Environ	ment 🗌 Other: Click (
	н <b>ч</b>

Develop/Manage Strong Parks/Trails

F ale of Grass Rig

- active Leadership
- /Well Kept Community
- or tap here to enter text.

### Background

The Fire Department has replaced their current Grass Rig. Staff is proposing to sell the old Grass Rig via public auction.



### **Recommended Action**

Approve sale of Grass Rig as proposed.

### Attachments:

None



May 8, 2023

Agenda Section:	Consent
<b>Report From:</b>	Kelly Hinnenkamp, Admin

Agenda No.6GAgenda Item:Amending Vacation Accrual

# Core Strategy:

- □ Inspire Community Engagement
- $\boxtimes$  Increase Operational Effectiveness
- □ Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails
- Provide Proactive Leadership

  France Safe (Well Kent Communit
- Ensure Safe/Well Kept Community
- $\Box$  Other: Click or tap here to enter text.

# Background

The City provides vacation accrual to both exempt and non-exempt staff. The Personnel Committee is recommending the City provide a separate scale for exempt staff who are not eligible to receive comp time. Under current policy, if non-exempt employees elect comp time in lieu of OT, non-exempt staff are elible to receive up to two weeks more of paid leave. This is a benefit that is offered in other cities for exempt staff. The Committee is proposing one additional week at each level for exempt staff.

Below is the proposed schedule:

<u>Length of</u> <u>Service</u>	<u>Non-Exempt</u> (Hourly) Paid Vacation	<u>Non-Exempt</u> Monthly Accrual <u>Rate</u>	Exempt (Salaried) Paid Vacation	<u>Exempt</u> Monthly Accrual <u>Rate</u>
First year of service	5 days	.42 days per month	10 days/year	.83 days per month
2 <sup>nd</sup> thru 4 <sup>th</sup> year	10 days/year	.84 days per month	15 days/year	1.25 days/month
5 <sup>th</sup> thru 10 <sup>th</sup> year	15 days/year	1.25 days per month	20 days/year	1.67 days/month
11 <sup>th</sup> year	16 days/year	1.33 days per month	21 days/year	1.75 days/month
12 <sup>th</sup> year	17 days/year	1.42 days per month	22 days/year	1.83 days/month
13 <sup>th</sup> year	18 days/year	1.50 days per month	23 days/year	1.92 days/month
14 <sup>th</sup> year	19 days/year	1.58 days per month	24 days/year	2.00 days/month
15 <sup>th</sup> year +	20 days/year	1.66 days per month	25 days/year	2.08 days/month

# **Recommended Action**

Approve amendment as proposed effective 6/1/23

# Attachments:

None



May 8, 2023

Agenda Section:	Consent
<b>Report From:</b>	Chief Standafer

# Core Strategy:

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

Agenda No.6HAgenda Item:Special Events

- $\Box$  Provide Proactive Leadership
- Ensure Safe/Well Kept Community
- $\hfill\square$  Other: Click or tap here to enter text.

# Background

Staff is recommending approval of the following events:

Chili Cookoff- located Downtown May 27th from 11am

Pound in the Park- located at the Municipal Park June 5th thought August 31st from 5:30-6:15 pm.

Cruise In- Located Downtown June 9th, July 14th August 11th and September 8th.

**Recommended Action** 

Approve Special Events as proposed

# Attachments:

None



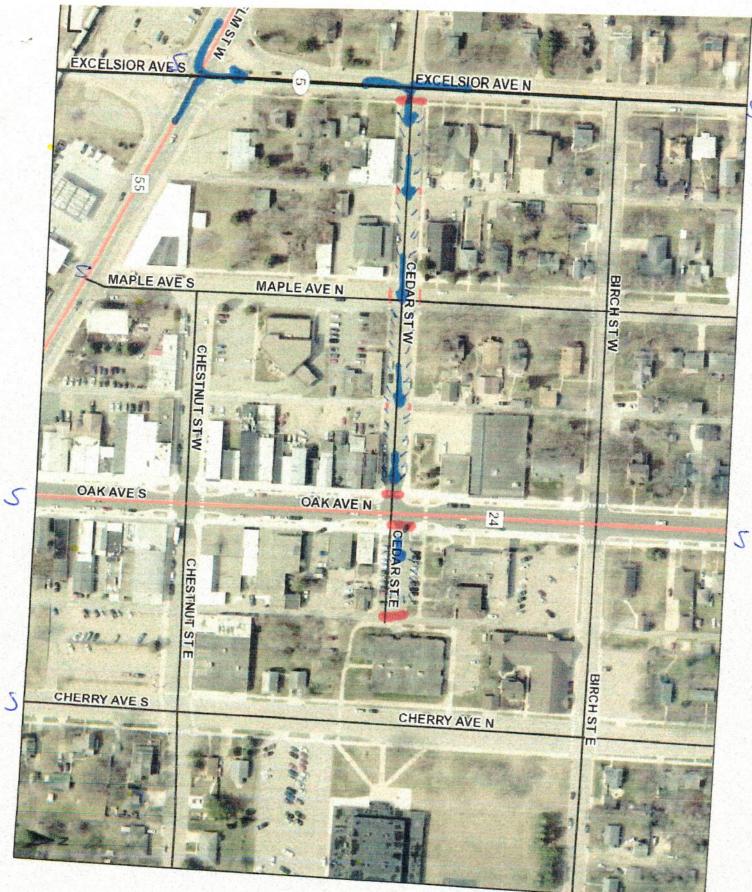
# ANNANDALE POLICE DEPARTMENT

Special Event Application			
Name: Keithy Nebon Home Phone: 012-670 2240			
Address: 10503 Kimball Ave N.W. Fax Number:			
City, State, Zip: AMay Colo, MI 55302 Email Address: Kathy FFF@ aol. Com			
Event Name: POUND 11 Event Date: June 5 -			
Event time (start and end): $\underline{June 5 - 5.30 - 6.15}_{PM}$ Estimated number of participants: $\underline{6 - 20}$			
Event Description: Cardio - exercise class, with sticks			
Starts in June ques every Monday till September			
Serving alcohol and/or food? Yes no Business/liquor License holder:			
Contact person: Kathy Nelson Phone number: 612-670-2240			
Starting location (if applicable): Annanclale Municipal Park			
Ending location (if applicable): Sceme			
Area(s) to be closed off during event (you must also supply a map of area/route to be closed off):			
NO			
Safety Procedures (ie: traffic control, event personnel, etc):			
NO			
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.			
X Chikan 4-26-7072			
OFFICE USE ONLY - ANNANDALE POLICE DEPARTMENT         Number of cars required:			
APD comments: No safety concerns noted			
APD approval signature: P. Standuig Date: 5-1-23			
City Council approval (if applicable) yes/no Date:			

# ANNANDALE POLICE DEPARTMENT

Speci	al E	vent	App	licat	ion

Name: ANNANDALE CHAMBER OF COMMERLE	Home Phone: 320-420-3416
Address: Po Box 417	
City, State, Zip: ANWANDALE MN 55302	Fax Number:
Event Name: HEART OF THE LAKES CRUISE IN	Email Address: INFO & ANNANDALECHAMBER, ORG
Event time (start and end): 5PM - 8PM	Event Date: 619 7114 8/11 918
	Estimated number of participants: 07 To 100
Event Description: CLASSIC/CONFETOR CAR/TRUCK	IMPROFILIE CANCE
THE LITY HALL JALKING	LOT AND ALLOT A COMP ASTA
REQUEST A SMALL TENT AND ANNANDALE BOD SHE	LE VANTO BE PARKED NO CULA THIER ROOM
Business/liquor License holder:	
Contact person: Jim MARSH Phone number:	612-385-0477
Starting location (if applicable): CEOAL STREET EOST/LIT	4 HALL PARKING LAT
Ending location (if applicable): CEDAR STREET WEST / IN	TERSECTION WITH EXERCIC ALCONT
Area(s) to be closed off during event (you must also supply a map of are	aliquestic de la serie de la contra activitatione avo mésti
GEDAR STREET WEST/GOST FROM EXCENS.	log by Closed off):
STREET GOST LINCLUDING GITY HALL PARKING	LET LETT TO CEPAR
Safety Procedures (ie: traffic control, event personnel, etc):	<u> </u>
MINIMUM OF 4 VOLUNTEERS TO CONTROL TRA	Gri -
DAY AVEN/CEPORSTE ODVALLEN/CONTROL	ITIC AT INTERSECTIONS OF
DAK AVE N/CEPORSTE, DAK AVEN/GEDALSTIL	S, CEDAR ST W/MARCE AVEN
AND CORREST W/GUELSION AVEN TADOTION	IL TO MUNITER ALIKYS ON CRUAL ST WI
The undersigned applicant hereby agrees to the Annandale Police Depart APD for any acts resulting from the negligence of his/her organizers, partie	
Signed:	cipants or any spectators.
OFFICE USE ONLY - ANNANDALE POLICE DEPARTMENT	te:
Number of care required	or 1/Reserve if avai (als Ce)
APD comments:	x \$40/hour = \$
APD approval signature: Standala	if available
City Council approval (if applicable) yes/no	Date: 5-4-23
Date: _	



- FUNNEL VEHICLES TRAN EXCELSION WE NOT H TOWARDS CEDALSTE. - POLKING TO BEBON AT CITY HALL AND WOLK WEST ALONG CEDAR ST W. - VOLUNTOORS TO CONTROL ENTRY AT Y INTERSECTIONS (MARKED IN RED) - CEOPEST & + OAK AUEN - CEDAR ST W T DAKAVE N - CEORE ST W + MAPLE AVEN - GAPPEST W-+ GREELSING AVEN - VOUSNITEERS WILL HELP PARK GARS + MONITOR CROSS TRATER AT MAPLE AVE NAME 2 ALLEYS CROSSING CEORKST W ( MARKED IN ORDNES) - TROTTIC FLOW IN EAST ALONG CEDAR STID (MARKED IN BLUE) - TROPPIC TO GRIT BY 8 PM HEDDING FAST TO ODIL AVE N - REQUEST TRAFFIC GUTROL BORRILADES FOR ALL MONITORED INTERSECTIONS - EVENT VEHILLE PARKANE AT AN ANDLE TO THE ROADWAY (NOTED AS BLUE HOSH MARKS ON MAR)



May 8, 2023

Agenda Section:	Consent	Agenda
Report From:	Kelly Hinnenkamp, City Administrator	Agenda

# Core Strategy:

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

Agenda No.6IAgenda Item:Lawful Gambling Application

- Provide Proactive Leadership
- □ Ensure Safe/Well Kept Community
- $\hfill\square$  Other: Click or tap here to enter text.

# Background

Attached is a Lawful Gambling application from South Haven Sportsmen's Club who will be sponsoring the gambling for the Annandale Boy Scouts for Bingo over the 4<sup>th</sup> of July celebration.

# **Recommended Action**

Approve Lawful Gambling App as presented

#### Attachments:

Application

#### MINNESOTA LAWFUL GAMBLING

# LG240B Application to Conduct Excluded Bingo

No	Fee
<b>INU</b>	ГСС

ORGANIZATION INFORMATION	
Organization Name: South Haven Sportsmen Club	Previous Gambling Permit Number: XB-33744-21-002
Minnesota Tax ID Number, if any:	Federal Employer ID Number (FEIN), if any: <u>41-1478070</u>
Mailing Address: 13324 100th St. NW	
City: South Haven	Zip: 55382 County: Wright
Name of Chief Executive Officer (CEO): Kandy Co	2 Navder
CEO Daytime Phone: <u>330- 828-2103</u> CEO Email:	SVSctter@ La Ke Dale Link. Net mit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO):	
NONPROFIT STATUS	
Type of Nonprofit Organization (check one):	
Fraternal Religious Veterans	Other Nonprofit Organization
Attach a copy of at least <u>one</u> of the following showing proof	of nonprofit status:
(DO NOT attach a sales tax exempt status or federal employer ID	number, as they are not proof of nonprofit status.)
Current calendar year Certificate of Good Standing Don't have a copy? This certificate must be obtained eac	ch year from:
MN Secretary of State, Business Services Division 60 Empire Drive, Suite 100	Secretary of State website, phone numbers:
St. Paul, MN 55103	<u>www.sos.state.mn.us</u> 651-296-2803, or toll free 1-877-551-6767
✓ Internal Revenue Service-IRS income tax exemption 50 Don't have a copy? Obtain a copy of your federal income the IRS at 877-829-5500.	<b>01(c) letter in your organization's name</b> e tax exempt letter by having an organization officer contact
Internal Revenue Service-Affiliate of national, statewic If your organization falls under a parent organization, att 1. IRS letter showing your parent organization is a nonp 2. the charter or letter from your parent organization re	profit 501(c) organization with a group ruling; and
EXCLUDED BINGO ACTIVITY	
Has your organization held a bingo event in the current calendar y	ear? Yes 🖌 No
If yes, list the dates when bingo was conducted:	
The proposed bingo event will be:	
one of four or fewer bingo events held this year. Dates	::
✓ conducted on up to 12 consecutive days in connection v	with a:
county fair Dates:	
civic celebration Dates: <u>June 30th - July 4t</u>	h, 2023
Minnesota State Fair Dates:	
Person in charge of bingo event: Eric Perowitz	Daytime Phone: 320-248-7717
Name of premises where bingo will be conducted: Annandale Par	rk Pavilion
Premises street address: <u>300 Oak Ave. N</u>	
	:: County: Wright

#### LG240B Application to Conduct Excluded Bingo

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board) **CITY APPROVAL COUNTY APPROVAL** for a gambling premises for a gambling premises located within city limits located in a township On behalf of the city, I approve this application for excluded On behalf of the county, I approve this application for excluded bingo activity at the premises located within the city's bingo activity at the premises located within the county's iurisdiction. jurisdiction. Print City Name: \_\_\_\_ Print County Name: \_\_\_\_ Signature of City Personnel: Signature of County Personnel: Title:\_\_\_\_\_ Date:\_\_\_\_\_ Title: \_\_\_\_\_ Date:\_\_\_\_ **TOWNSHIP** (if required by the county) On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. The city or county must sign before (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.) submitting application to the **Gambling Control Board.** Print Township Name: Signature of Township Officer:\_\_\_\_\_ Title: \_\_\_\_ Date: CHIEF EXECUTIVE OFFICER'S SIGNATURE (required) The information provided in this application is complete and accurate to the best of my knowledge. \_\_\_\_\_ Date: \_4-27-23 Chief Executive Officer's Signature: Print Name: **MAIL OR FAX APPLICATION & ATTACHMENTS** Mail or fax application and a copy of your proof of nonprofit Bingo hard cards and bingo number selection devices may status to: be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South number selection devices must be obtained from a distributor Roseville, MN 55113 licensed by the Minnesota Gambling Control Board. To find Fax: 651-639-4032 a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the LIST OF LICENSEES tab, or call An excluded bingo permit will be mailed to your organization. 651-539-1900. Your organization must keep its bingo records for 3-1/2 years. **Questions?** This form will be made available in alternative format Call a Licensing Specialist at 651-539-1900. (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Com-missioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

An equal opportunity employer

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: Sie 2002

SOUTH HAVEN SPORTSMENS CLUB C/O JACK SUNDERLAND 13324-100TH ST NW<sup>+</sup> SOUTH HAVEN, MN 55382

Employer Identification Number: 41-1478070 DLN: 17053346030001 Contact Person: R HUTCHINS ID# 52408 Contact Telephone Number: (877) 829-5500 Internal Revenue Code Section 501(c)(4)Accounting Period Ending: DECEMBER 31, 2002 Form 990 Required: YES Addendum Applies: NO

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

Letter 948 (DO/CG)

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May 8, 2023

Agenda Section:ConsentReport From:Kelly Hinnenkamp, City<br/>Administrator

# **Core Strategy:**

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

Agenda No.6JAgenda Item:Relocation Agreement

- □ Provide Proactive Leadership
- Ensure Safe/Well Kept Community
- $\Box$  Other: Click or tap here to enter text.

# Background

Attached is a relocation agreement between the City and the renter located at Apt 1, 74 Oak Ave N. The renter moved out on April 1, 2023.

The City purchased the building on July 1, 2022. The City's consultant has been working to relocate the renters as required by law. The attached agreement meets the minimum requirement of the law in the City's responsibility to relocate residents in buildings that will be redeveloped. The rent differential calculated is \$6300.

#### **Recommended Action**

Approve the relocation agreement as presented.

#### Attachments:

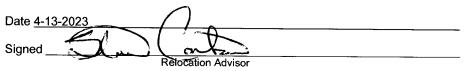
**Relocation** Agreement

# Minnesota Department of Transportation RENT SUPPLEMENT OR DOWN PAYMENT CLAIM

X Tenant Owner	🔲 Advance Claim 🔲 Partial Claim 🗵 Final Claim
FOR OFFICIAL USE ONLY	FOR OFFICIAL USE ONLY
Name (Payee) _Dennis Johnston and Chad Kurzhals	Approved Amount <u>\$6,300.00 (Used for Deposit and Rent)</u> Approved By
Dist Artemis S.P Parcel	Approved By Steven Carlson Relocation Manager
C.S C.ID	Date Application Approved
Fed. No County <u>Wright</u>	Mail Check to:         Name       Check will be picked and or hand delivered.
Prop. Owner City of Annandale	Address
Prop. Address 74 Oak Avenue North	
City/State/Zip Annandale, MN 55302	City/State/Zip
Type of Acquisition: Direct Purchase ED	
REPLACEMENT HOME	FOR OFFICIAL USE ONLY
Address 100 Excelsior Avenue South	VENDOR NUMBER:
City/State/Zip Annandale, MN 55302	
Prop. Owner       City of Annandale         Prop.       Address       74 Oak Avenue North         Address       74 Oak Avenue North       Image: City/State/Zip         City/State/Zip       Annandale, MN 55302       Image: City/State/Zip         Type of Acquisition:       Direct Purchase       ED         REPLACEMENT HOME         Address 100 Excelsior Avenue South	Name       Check will be picked and or hand delivered         Address

X Supplemental payment will be used to rent decent, safe and sanitary housing. Supplemental payment will be used as a down payment for decent, safe and sanitary housing.

I certify, that this site occupant has been relocated in housing that to the best of my knowledge meets the decent, safe and sanitary housing requirements as established by local laws, ordinances or customs.



I certify, that I have been an occupant of the above parcel for at least 90 days immediately prior to the initiation of negotiations for such property. To the best of my knowledge, the replacement dwelling meets the requirements for Decent, Safe and Sanitary housing.

**Residency Certification**: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:

Date <u>4-13-2023</u>
Name (print) <u>Dennis Johnston</u>
Signature Jugning
7 Telephone <u>763-276-5422</u>



May 8, 2023

Agenda Section:	Consent	Ag
Report From:	Kelly Hinnenkamp, City Administrator	Ag

# Core Strategy:

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

Agenda No. 6K Agenda Item: Public Service Week

- Provide Proactive Leadership
- □ Ensure Safe/Well Kept Community
- $\Box$  Other: Click or tap here to enter text.

# Background

Attached is a proclamation for Public Service Recognition Week- May 7th-13th.

**Recommended Action** 

Approve Proclamation

Attachments:

Proclamation

#### Proclamation

# Designating May 14-20, 2023 as National Police Week

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, Public employees take not only jobs, but oaths to serve their communities; and

**WHEREAS,** Public servants day in and day out provide the diverse services demanded by the American people of their government with efficiency and integrity; and

**WHEREAS,** Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

**NOW THEREFORE,** I, Shelly Jonas, Mayor of Annandale, do recognize the week of May 7-13, 2023, as National Public Service week and further extend appreciation to our City staff in the Administration and Department of Motor Vehicles departments for the vital services they perform and their exemplary dedication to the Annandale community.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of May, 2023

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator



May 8, 2023

Agenda Section:	Consent
Report From:	Kelly Hinnenkamp, City Administrator

# Core Strategy:

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

Agenda No.6LAgenda Item:Police Week

- $\boxtimes$  Provide Proactive Leadership
- □ Ensure Safe/Well Kept Community
- $\hfill\square$  Other: Click or tap here to enter text.

# Background

Attached is a proclamation for National Police Week May 14th- May 20th.

**Recommended Action** 

Approve Proclamation

Attachments:

Proclamation

# Proclamation

# Designating May 14-20, 2023 as National Police Week

WHEREAS, the members of the law enforcement agency of the City of Annandale play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting against deception and intimidation; and

**WHEREAS,** the Annandale Police Department has grown to be a progressive and professional law enforcement agency which unceasingly provides a vital public service;

**NOW THEREFORE,** I, Shelly Jonas, Mayor of Annandale, do recognize the week of May 14-20, 2023, as National Police Week and further extend appreciation to our law enforcement officers and reserves for the vital services they perform and their exemplary dedication to the Annandale community.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of May, 2023

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator



May 8, 2023

Agenda Section:	Consent	1
Report From:	Kelly Hinnenkamp, City Administrator	Ι

# Core Strategy:

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

Agenda No.6MAgenda Item:Public Works Week

- $\boxtimes$  Provide Proactive Leadership
- □ Ensure Safe/Well Kept Community
- $\hfill\square$  Other: Click or tap here to enter text.

# Background

Attached is a proclamation for Public Works Week May 21<sup>st</sup> – May 27<sup>th</sup>.

**Recommended Action** 

Approve Proclamation

Attachments:

Proclamation

#### **National Public Works Week Proclamation**

#### May 21-27, 2023

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Annandale and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS,** it is in the public interest for the citizens, civic leaders, and children in Annandale to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

**RESOLVED,** I, Shelly Jonas do hereby designate the week May 21-27, 2023, as Annandale Public Works Week; to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of May, 2023

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator



May 8, 2023

Agenda Section:	Consent
Report From:	Chief Standafer

# Core Strategy:

- □ Inspire Community Engagement
- $\boxtimes$  Increase Operational Effectiveness
- Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails

Agenda No.6NAgenda Item:Appoint Training Center Instructors

- Provide Proactive Leadership
- Ensure Safe/Well Kept Community
- $\hfill\square$  Other: Click or tap here to enter text.

# Background

The following are recommended to be appointed to the position of Tactical Training Instructors for the City:

- Pete Standafer
- Nancy Engfer
- Justin Goff
- Mitch Faust
- Suze Dimaggio-Boom
- Jeff Herr

# **Recommended Action**

Approve appointments as presented

#### Attachments:

None



May 8, 2023

Agenda Section:ConsentReport From:Administration

Agenda No. 6O Agenda Item: Consideration of amendments to Chapter 150 related to

parking performance standards, parking stall requirements, parking/storage of vehicles and equipment on residential property, and surfacing for driveways and parking areas. Applicant: City of Annandale

# **Core Strategy:**

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

# BACKGROUND

The City has had some enforcement issues related to parking, principally on residential lots. Staff has drafted some minor amendments intended to clarify existing city policies related to this topic to assist in enforcement activity.

# **DRAFT ORDINANCE**

The draft ordinance changes a few items related to parking in the City Code;

Section 1 - This states that accessing a property over the curb or through the ditch is a nuisance. This type of activity negatively impacts the public right-of-way and can cause excess sediment to get into the storm sewer system.

Section 2 – This part adds definitions of garage and recreational vehicle to the zoning ordinance.

Section 3 - This revises the residential performance standards related to parking. In this section is states that parking is allowed on the paved driveway in the front, on a paved parking pad to the side of the garage, or a general parking pad in the rear. Also included was changing the required parking for apartments from 2.5 per unit to 2.25. This puts the City more in line with other area ordinances.

Section 4 – Here we increase the size referenced to accessory sheds from 120 to 200 (the building code changed) and state that sheds and garages have to be six feet from one another.

Section 5 - This matches the language related to surfacing between residential and commercial driveways.

Section 6 - In this part, we have the table of uses and their required parking. Formulas that used employees or other such measures were replaced with square footages, for the most part. Some of

- Provide Proactive Leadership
  - Ensure Safe/Well Kept Community
  - Other: Planning and Zoning Item

the standards were slightly modified to be more alike to other area ordinances. Stacking spaces for drive through lanes were also added to avoid situations where a drive through lane blocks cars in the parking lot.

Section 7 – This is the section that adds specific performance standards related to residential parking and driveways unrelated to those found in Section 2. This requires parking pads to be no closer than 3 feet to the side lot line. RVs can be stored one in the front, one on the parking pad to the side, and one on the parking pad in the rear. One commercial vehicle less than 9 feet in height and 24 feet in length can be on the driveway. An illustration was created to show the parking areas.

# PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the request and held a public hearing on May 3, 2023. No public comments were received. The Planning Commission unanimously recommended approval of the attached ordinance.

#### **STAFF RECOMMENDATION**

City Staff recommends the Commission review and approve the amendments to the City's Zoning Ordinance.

# Attachments:

• Draft Ordinance 403

# **ORDINANCE NO. 403**

# AMENDING THE CITY CODE RELATED TO PARKING

#### The Council of the City of Annandale, Minnesota does hereby ordain:

**Section 1.** Annandale City Code Section 92.17 (S) Nuisances affecting peace and safety is hereby added to read as follows:

(S) Accessing property from a public right-of-way where a driveway has not been established.

**Section 2.** Annandale Zoning Ordinance Section 150.04 is hereby amended to include the following definitions:

Garage: An attached or detached accessory building designed or used for the storage of motor vehicles owned and used by the occupants of the building to which it is accessory.

#### Vehicle, Recreational:

(1) A vehicle that is used primarily for recreational or vacation purposes, and which is licensed and operable for use on public roadways, whether self-propelled, carried on, or towed behind a self-propelled vehicle.

(2) Operable recreational equipment that is not licensed for use on the public roadway, but used off-road, such as all-terrain vehicles, boats, off-road motorcycles, race vehicles, snowmobiles, or similar equipment. Such equipment shall be properly licensed if required by the State of Minnesota.

(3) Licensed, operable trailers which may be used to tow recreational equipment, whether such trailers are loaded or unloaded, including utility trailers. Where a trailer is loaded with recreational equipment, such trailer and equipment shall be considered one piece of equipment for the purposes of this section.

**Section 3.** Annandale Zoning Ordinance Section 150.48 Residential Performance Standards – Parking/Landscaping - Parking is hereby amended to read as follows:

- 1. 2 off-street parking spaces per dwelling unit are required for all residential districts, except only 1 space per dwelling unit is required within the R-7 District and 2 <sup>1</sup>/<sub>4</sub> spaces per dwelling unit for multi-family buildings with more than 4 units. The off-street parking requirements may be furnished by providing a space so designed within an attached or detached garage but in any event must be located on the same lot.
- 2. Off-street parking areas and driveways must provide for proper drainage of surface water and shall be surfaced with bituminous or concrete.
- 3. Parking pads on single family lots may be permitted pursuant to Section 150.50 Subd. 7.
- 4. There shall be no off-street parking area within 5 feet of any street right of way.
- 5. No off-street open parking area containing more than 4 parking spaces shall be located closer than 10 feet from an adjacent lot zoned or used for residential purposes.
- 6. Required off-street parking shall not be utilized for open storage of goods or for the storage of vehicles which are inoperable or for sale or rent.

- 7. Parking shall not be allowed in areas that are not designated for off-street parking.
- 8. Parking areas shall be designed so as to provide adequate means of access to a public alley or street. Such driveway access shall not exceed 30 feet in width and shall be so located as to cause the least interference with traffic movement.
- 9. For townhomes and apartments, off-street parking areas of more than 6 spaces shall have permanent curbing not less than 5 feet from the property line and grass or plantings shall occupy the space between the property line and curb.
- 10. For townhomes and apartments, when a required off-street parking area for 4 cars or more is located adjacent to a Residential District, a fence must be erected along the Residential District property line or other natural screening shall be planted as approved by the City Council and in compliance with the screening requirements herein.

**Section 4.** Annandale Zoning Ordinance Code Section 150.48 Residential Performance Standards – Building Standards – Accessory Buildings is hereby amended to read as follows:

Accessory Buildings: No accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory. Utility sheds or other accessory buildings other than garages may not exceed 400 square feet in area. Only one detached garage and one additional accessory building shall be allowed on each lot. Accessory buildings must be located in the rear yard and may not occupy more than 25% of the rear yard. All accessory structures (including garages) of 200 square feet or more in size shall be of similar style, quality and appearance to the principal structure. No accessory building or detached garage shall be located less than 6 feet from any other structure on the lot.

**Section 5.** Annandale Zoning Ordinance Code Section 150.49 Commercial/Industrial Performance Standards - Parking/Landscaping - Parking - 2 is hereby amended to read as follows:

2. Off-street parking areas and driveways must provide for proper drainage of surface water and shall be improved with bituminous or concrete. Such surface shall be properly maintained and striped for drainage and safety purposes.

**Section 6.** Annandale Zoning Ordinance Code Section 150.50 Subdivisions 1 and 2 are hereby amended to read as follows:

1. Space Requirements. The following minimum number of off-street parking spaces shall be provided and maintained by each use. For uses that contain multiple components, each component shall be calculated based on its use:

- A. Handicapped Parking: Per State Building Code.
- B. Business/Professional Office Buildings, Medical/Dental Clinics, Banks/Financial Institutions, Post Offices, Personal and Professional Services, Art Studios, Repair Services, Government/Civic Offices, and Community and Social Services: 1 space for each 300 square feet of gross floor space.
- C. Hospitals: 1 space for every 3 hospital beds.
- D. Hotel or Motel: 1.25 spaces per rental unit
- E. Elementary and Junior High Schools: 1 space for each classroom plus one space for each

50 student capacity. Additional space for assembly uses shall be provided.

- F. High Schools: 1 space for every classroom plus 1 space for every 2 students based on design capacity. Additional space for assembly uses shall be provided.
- G. Drive-in Food Establishment: 1 space for each 15 square feet of gross floor area of service and dining area plus 2 additional spaces for drive through services.
- H. Bowling Alley: 5 spaces for each alley, plus additional spaces as may be required for any related uses such as restaurant.
- I. Automobile Service Station: 4 space minimum, plus 2 spaces for each service stall.
- J. Retail Establishment: 1 space for each 250 square feet of gross floor area.
- K. Restaurants, Cafes Convenience Food Establishments: 1 space per 75 square feet of gross floor space.
- L. Bars, Taverns, Taprooms, Cocktail rooms: 1 space per 100 square feet of gross floor space.
- M. Funeral Homes: One space for each 60 square feet of public gathering space.
- N. Churches and other assembly uses including theaters: 1 space for every 4) of design capacity.
- O. Warehouse, storage: 1 space for each 1,000 square feet of gross floor area
- P. Industrial manufacturing: 1 space for every 750 square feet of floor area.
- Q. Community centers, libraries, private clubs, lodges, and other public or semi-public facilities not listed above: Ten spaces plus 1 for each 150 square feet in excess of 2,000 square feet of floor space.
- R. Day care centers: 1 space for every 8 children.
- S. Residential: Parking in residential districts shall be provided in a manner consistent with Section 150.48.
- 2. Drive through lanes. Drive through lanes shall have stacking spaces in the following amounts:
  - A. Restaurant/Coffee Shop: 8 stacking spaces from entry to pick-up window.
  - B. Bank/Pharmacy: 3 stacking spaces per teller/ATM or pickup window.

**Section 7.** Annandale Zoning Ordinance Code Section 150.50 Subdivisions 7 and 8 are hereby added to read as follows:

- 7. Parking and access for single and two-family residential uses:
  - A. All vehicles and trailers shall be parked on driveways or parking pads or in a garage.
  - B. All single and two-family residential lots are permitted one driveway access to a public street. All property access shall be via a driveway.
  - C. All driveways shall lead to a garage or an approved parking pad.
  - D. The driveway width shall not exceed 30 feet in width within the public right-of-way.
  - E. Driveways shall not exceed the width of the garage it accesses by more than 10 feet and shall not be directly adjacent to living space in the principal structure.
  - F. Except in the AG District, all driveways shall be constructed of bituminous, concrete, or pavers. In the AG District driveways may be surfaced with gravel.
  - G. Parking pads may be permitted in the side and rear yard provided the pad is surfaced by a material in Subsection F, is accessed via a driveway, and is not less than 3 feet from any side lot line. No parking pad may be greater than 5 feet from the garage and 15 feet in width. Parking pads adjacent to detached garages may only be on one side of the garage.

Parking pads on corner lots shall maintain at least 10 feet to the corner lot line.

- H. A parking pad in the rear yard may is not required to be surfaced, provided it is used for the storage or parking of a recreational vehicle only.
- I. Driveways shall have a minimum side yard setback of 5 feet.
- J. No driveway shall exceed 10% in slope.
- K. Parking shall not be permitted between the street surface and the front lot line.
- L. Other than properly licensed recreational vehicles, only one vehicle or trailer on a driveway or parking pad may be greater than 12,000 pounds gross vehicle weight, a length of 22 feet, and/or a height of eight feet provided such vehicle/trailer is less than 15,000 pounds gross vehicle weight, a length of 24 feet, and/or a height of nine feet. For the purposes of this measurement, the height shall be the distance from the lowest point of the tires to the top of the highest part of the vehicle including all accessories, attachments, and materials fixed or carried upon the vehicle/trailer but not including aerial antennas.
- M. No more than one recreational vehicle may be parked in the front yard provided it is on the driveway.
- N. The diagram below depicts the following:
  - a. A Driveway
  - b. B Parking Pad (Paved)
  - c. C Parking Pad (Paving not required)
  - d. D Parking not permitted

# INSERT DIAGRAM

8. Parking and access for townhome and apartment residential uses.

- A. All driveways shall be bituminous or concrete.
- B. For townhouses, all parking shall take place in a garage, in the driveway, or in guest parking lots. Driveways shall not exceed 30 feet in width in the public right-of-way.
- C. For apartments, all parking shall take place in a garage or parking lot.
- D. No vehicles or trailers greater than 22 feet in length and 8 feet in height shall be permitted to be parked outside.

Section 8. This Ordinance shall be placed into effect upon passage and publication.

Adopted this X<sup>th</sup> day of \_\_\_\_\_, 2023.

ATTEST:

Shelly Jonas, Mayor

Kelly Hinnenkamp, City Administrator/Clerk

# PUBLIC ROW



# CITY OF ANNANDALE RESOLUTION 23-XX

# RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 403: AMENDING THE CITY CODE RELATED TO PARKING

WHEREAS, the Annandale City Council has adopted Ordinance 403: Amending the City Code Related to Parking; and

WHEREAS, the City of Annandale desires to publish the Ordinance by Summary Publication.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The City Council has reviewed the proposed Summary Publication and finds that the summary of the Ordinance clearly informs the public of the intent and effect of the Ordinance.

2. The City Council directs the City Clerk/Administrator to publish the Ordinance by Summary Publication.

Adopted this 8<sup>th</sup> day of May, 2023, by a vote of 5 in favor and 0 opposed.

CITY OF ANNANDALE

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator/Clerk

#### CITY OF ANNANDALE COUNTY OF WRIGHT STATE OF MINNESOTA

#### **SUMMARY ORDINANCE NO. 388**

#### AN ORDINANCE AMENDING THE CITY CODE RELATED TO PARKING

**NOTICE IS HEREBY GIVEN**, that on May 8, 2023, Ordinance No. 403 was adopted by the City Council of the City Annandale, Minnesota. Due to the lengthy nature of the ordinance, the following Summary Ordinance has been prepared for publication as authorized by state law.

The ordinance adopted by the Council amends Annandale City Code Sections 92.17, 150.04, and 150.48-150.50. The general purpose of this ordinance amendment is to clarify existing city policies related to parking and to assist in enforcement activity.

The full text of Ordinance No. 403 is available for inspection at Annandale City Hall during regular business hours.

*APPROVED FOR PUBLICATION* by the City Council of the City of Annandale, Minnesota this 8<sup>th</sup> day of May, 2023.



May 8, 2023

Agenda Section:	New Business
Report From:	Jacob Thunander, Community Development Director

# **Core Strategy:**

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

# Agenda No. 6P

**Agenda Item:** Consideration of Sale of Business Park Land and Purchase Agreement with Bronder Construction

Provide Proactive Leadership

Ensure Safe/Well Kept Community

 $\Box$  Other:

# Background

Staff received a proposal from Matt Bronder, Bronder Construction, interested in purchasing property owned by the City of Annandale in the Business Park. Mr. Bronder requested purchasing either the 1.34 acres on the corner of Annandale Boulevard and Business Boulevard or purchasing the property south of Business Boulevard (1.08 acres).

The property would be used for his general contracting business and would provide a space for client meetings, wood working projects, jobsite prefabrication, and storage of construction materials and equipment. The development would also require screened, outdoor storage.

Mr. Bronder is proposing a 60 x 80' x 16' post frame construction building and to meet all zoning requirements including, but not limited to performance standards for building facing and parking/drive aisle requirements. The land use is also a permitted use in the I-1 (Industrial) District as a contractor shop.

The Economic Development Committee reviewed the proposal and recommended sale of the parcel on the south side of Business Boulevard (1.08 acres) at \$50,000/acre.

If approved, the applicant would be required to complete the site plan review process and building permit.

# **Recommended Action**

Approve sale of land and purchase agreement.

# Attachments:

• Aerial Image

- Purchase Agreement
- Narrative
- Concept plan



#### PURCHASE AGREEMENT (VACANT LAND- COMMERCIAL)

THIS AGREEMENT is made as of \_\_\_\_\_\_, 2023 between, Bronder Construction, a \_\_\_\_\_\_, or its assigns, ("Buyer"), and the City of Annandale, a Minnesota municipal corporation, ("Seller").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. <u>Sale of Property</u>. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the property consisting of \_\_\_\_\_\_\_ of Wright County PID \_\_\_\_\_\_\_ as depicted in Exhibit A, all of which property Seller has this day agreed to sell to Buyer for the sum of Fifty Thousand and NO/100 (\$50,000.00) Dollars (the "Purchase Price") per acre. Buyer shall be responsible for the cost of the survey and the administrative subdivision of the Property. Buyer shall deposit earnest money in the amount of \$500.00 with Central Land Title within five (5) business days of executing this Agreement. The earnest money shall be refundable to Buyer in accordance with the terms set forth herein. The remaining Purchase Price shall be paid in cash or wire transfer of immediately available funds at closing.

2. This Purchase Agreement is subject to the following contingencies, each of which shall be satisfied within six months of execution of this Purchase Agreement (the "Contingency Period"). Any extension(s) of the contingency period will be subject to approval of the City Council.

- (A) The Property shall have received such soil tests, inspections, reviews, surveys, examinations and environmental assessments as Buyer deems necessary at Buyer's sole cost with the results of each being satisfactory to Buyer in its sole discretion.
- (B) Title to the Property being made acceptable to Buyer in accordance with any title objections raised under Section 5.
- (C) Buyer to receive necessary financing.
- (D) Buyer to receive necessary municipal approvals for Buyer's intended use.
- (E) Buyer to receive necessary easement or other required agreements.

The determination of whether each of the foregoing contingencies has been satisfied will be made by Buyer in its sole discretion. Buyer shall have the right to extend the Contingency Period for an additional sixty (60) days by providing an additional \$500, but all earnest money will become nonrefundable at this point. Buyer must provide written notice to the Seller of that all of the contingencies have been satisfied on or before the end of the Contingency Period. Failure of Buyer to provide timely notice shall not be deemed a waiver of the contingencies by Buyer. This Purchase Agreement does not commit the City to grant any zoning approvals that may be required for Buyer's intended use of the Property. 3. Unless delayed by Title corrections, or as otherwise mutually agreeable to the parties, Closing shall within thirty days following the Contingency Period. Time is of the essence in this Purchase Agreement.

4. The property is exempt from property taxes. Seller shall be responsible for paying all levied and pending special assessments as of the Closing Date, including any installments of special assessments payable in the year of closing. Buyer shall pay all real estate taxes and special assessments levied in the year following closing. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

5. Within 15 days after execution of this Purchase Agreement, Seller shall furnish Buyer with title commitment for the property certified to date including proper searches covering bankruptcies and State and Federal judgments, liens, and levied and pending special assessments. Buyer shall have ten (10) business days after receipt of the title commitment to provide Seller with written objections. Buyer shall be deemed to have waived any title objections not made within the applicable ten (10) day period provided for above, except that this shall not operate as a waiver of Seller's covenant to deliver a Warranty Deed.

6. Seller shall have 120 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 120-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt.

- (A) If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed tender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
- (B) If notice is given and Seller proceeds in good faith to make title marketable but the 120-day period expires without title being made marketable, Buyer may declare this Purchase Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.
- (C) If Seller does not give notice of intention to make title marketable, or if notice is given but the 120-day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek rescission of this Purchase Agreement by notice as provided herein, in which case this Purchase Agreement shall be null and void.

- (D) If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either to the following options, as permitted by law:
  - (1) Cancel this contract as provided by statute and receive all earnest money deposited hereunder as liquidated damages.
  - (2) Seek specific performance within six (6) months after such right of action arises.
- (E) If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
  - (1) Cancel this contract as provided by statute and receive a refund of all earnest money deposited hereunder.
  - (2) Seek specific performance within six (6) months after such right of action arises.

7. <u>Representations and Warranties of Seller</u>. Seller represents and warrants to Buyer as follows:

- A. <u>Title to Real Property</u>. Seller owns the Real Property, free and clear of all encumbrances, but subject to:
  - (a) Building and Zoning laws, ordinances, and state and federal regulations;
  - (b) Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
  - (c) Reservation of any mineral rights by the State of Minnesota or other government entity; and
  - (d) Utility and drainage easements customarily required on all platted lots.

(the "Permitted Encumbrances").

- B. <u>Rights of Others to Purchase Property</u>. Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.
- C. <u>Wells</u>. The Seller certifies and warrants that it does not know of any Wells on the described Property within the meaning of Minn. Stat. Section 103I.
- D. <u>Condition of Property</u>. Buyer is purchasing the Property based upon its own

environmental investigation and inquiry. Buyer is not relying on any representation of Seller regarding the condition of the Property or its suitability or fitness for a particular use.

- E. <u>Authority</u>. Seller has the requisite power and authority to enter into and perform this Agreement and to acquire all of the Property in accordance with this Agreement. The person signing this Agreement on behalf of the Seller is authorized to do so.
- F. <u>Liens and Encumbrances</u>. Upon Seller's receipt of the Purchase Price at closing, the Property shall be free and clear of all liens, security interests, encumbrances, easements, leases, mortgages, mechanics' liens or other restrictions, except the Permitted Exceptions.

8. <u>Representations and Warranties of Buyer</u>. Buyer represents and warrants to Seller as follows:

A. Organization and Authority. Buyer is duly organized and validly existing in good standing under the laws of the State of Minnesota. Buyer has the requisite power and authority to enter into and perform this Agreement and to acquire all of the Property in accordance with this Agreement. The person signing this Agreement on behalf of the Buyer is authorized to do so.

9. <u>Broker's Commission and Disclosure</u>. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction, and agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

10. <u>Inspection and Environmental Inspection</u>. Seller hereby grants Buyer a license to enter into the Property to conduct inspection of the improvements as well as an environmental inspection of the Property. Buyer shall promptly pay the cost of such inspections and shall protect the Property from any liens for such work.

11. Upon performance by Buyer, Seller shall deliver a recordable Warranty Deed conveying marketable title, subject to the Permitted Encumbrances, a FIRPTA affidavit, Seller's affidavit and such other documents as the Title Company may reasonably require. Buyer shall deliver the balance of the Purchase Price, and such other documents as the Title Company may reasonably require.

12. Seller shall pay all state deed tax regarding the Warranty Deed to be delivered by Seller under this Agreement.

13. Seller will pay the cost of recording all documents necessary to place record title in the condition warranted and requested by Seller in this Agreement. Buyer will pay the cost of recording all other documents.

The delivery of all papers and monies shall be made at the offices of the City of 14. Annandale, or at such other place mutually acceptable to the parties.

Buyer and Seller shall equally divide the cost of preparing documents and the fee 15. for closing on this transaction. Buyer shall pay the premiums for any title policy obtained by Buyer, the mortgage registry taxes and recording fees for the recording of any mortgage associated with Buyer's financing.

This contract when signed by both Buyer and Seller will be the record of the 16. complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No oral agreements or promises will be binding.

17. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of Minnesota, without giving effect to its laws governing conflicts of law.

Dated this day of , 2023.

Seller: City of Annandale

By\_\_\_\_\_\_Shelly Jonas, Mayor

ATTEST:

By\_\_\_\_ Kelly Hinnenkamp, City Administrator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Buyer: Bronder Construction** 

By\_\_\_\_\_ , Chief Manager

### Narrative proposal for Bronder Construction

Issue date 4/25/2023

I am the owner and operator of Bronder Construction. I do general contracting, new construction, and remodeling. I have been in business in Annandale for over 10 years.

I would like to purchase the 1.34 acre corner lot located at 1151 Business Boulevard. Property ID# 102-082-002-010 which is located North of "Business Boulevard" and East of "Annandale Boulevard". Proposed property purchase costs of \$67,000.

An alternative location I would be interested in would be property ID # 102-076-002-021. Located south of Business Boulevard, west of Dingmann. Proposed property purchase cost of \$50,000.

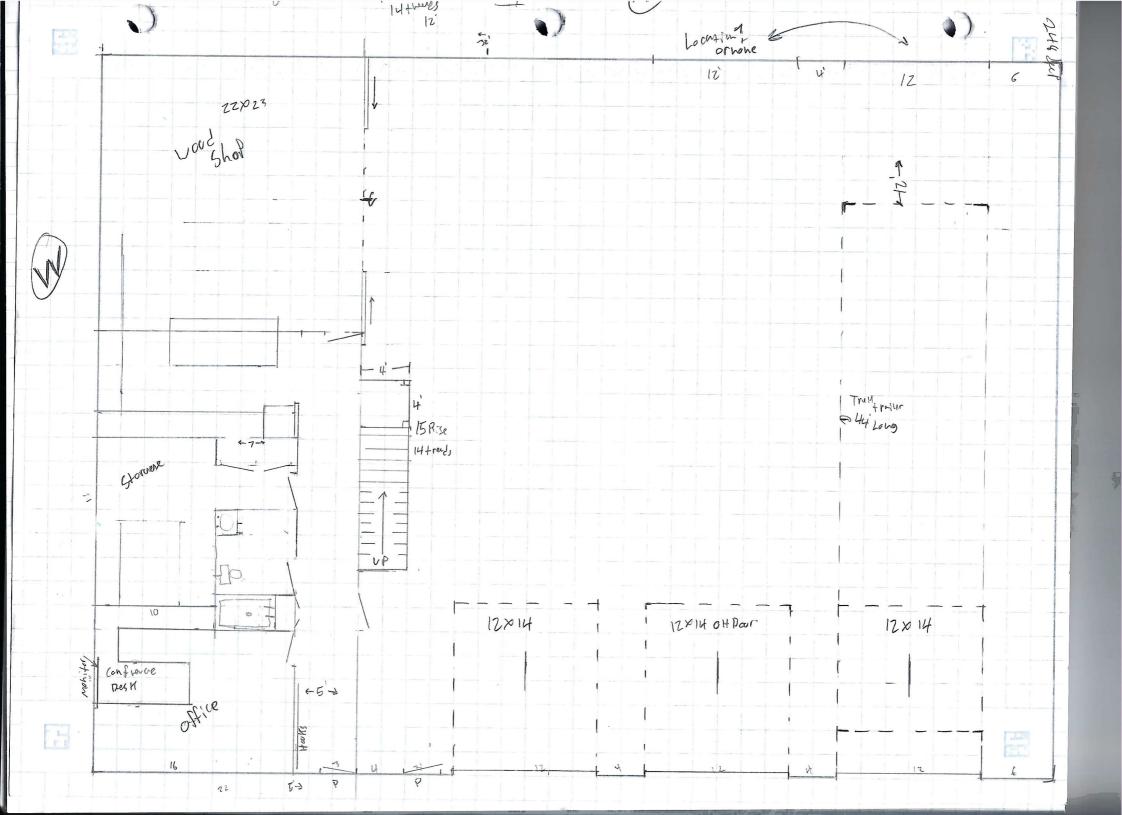
I would like to build a 60' x 80' x 16' post frame structure with a 4/12 roof pitch, steel siding, and steel roofing. I plan to use the building for client meetings to discuss current and upcoming projects, as a place to complete wood working projects, for jobsite prefabrication, and to store equipment and tools. My building plans would include areas to accommodate all of these needs (office/conference area, bathroom facilities, storage, project space.)

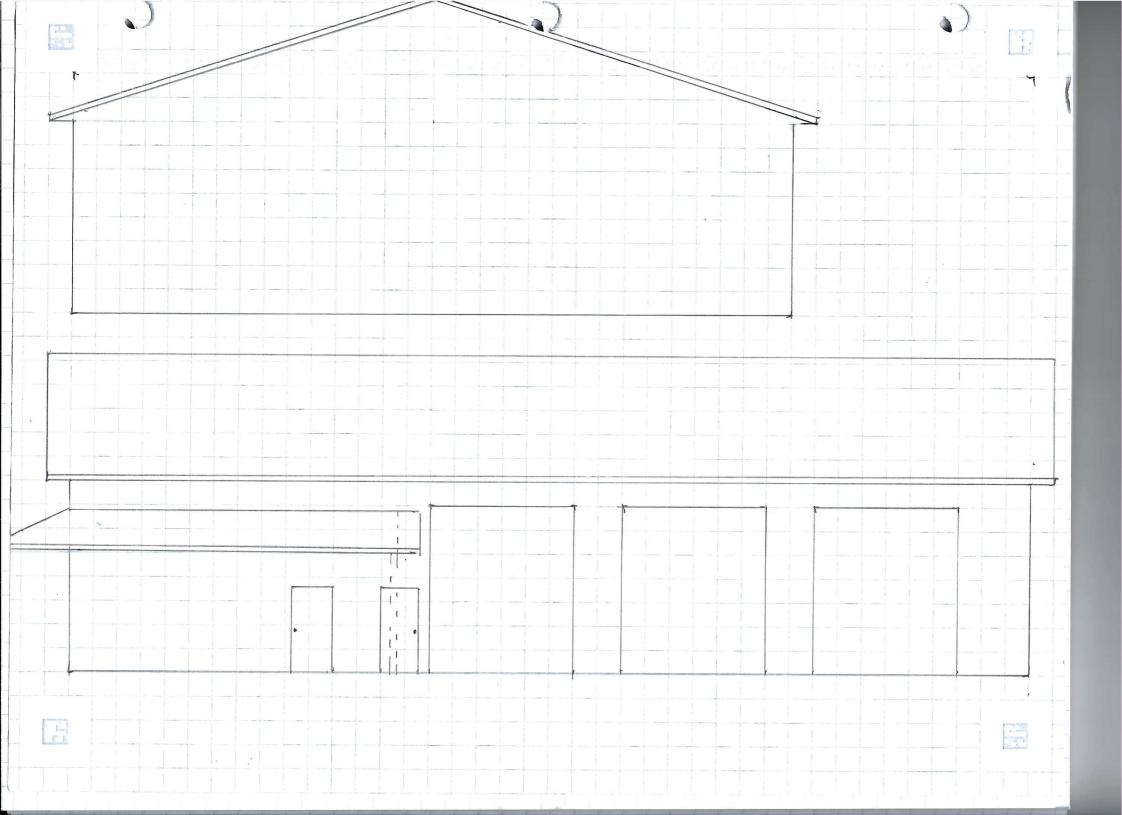
Outside of the building I would like to have a gated fenced in area for outdoor storage. This area will be for concealed storage of trailers, construction equipment, telehandlers, planks, siding pump poles, shipping containers, and other items.

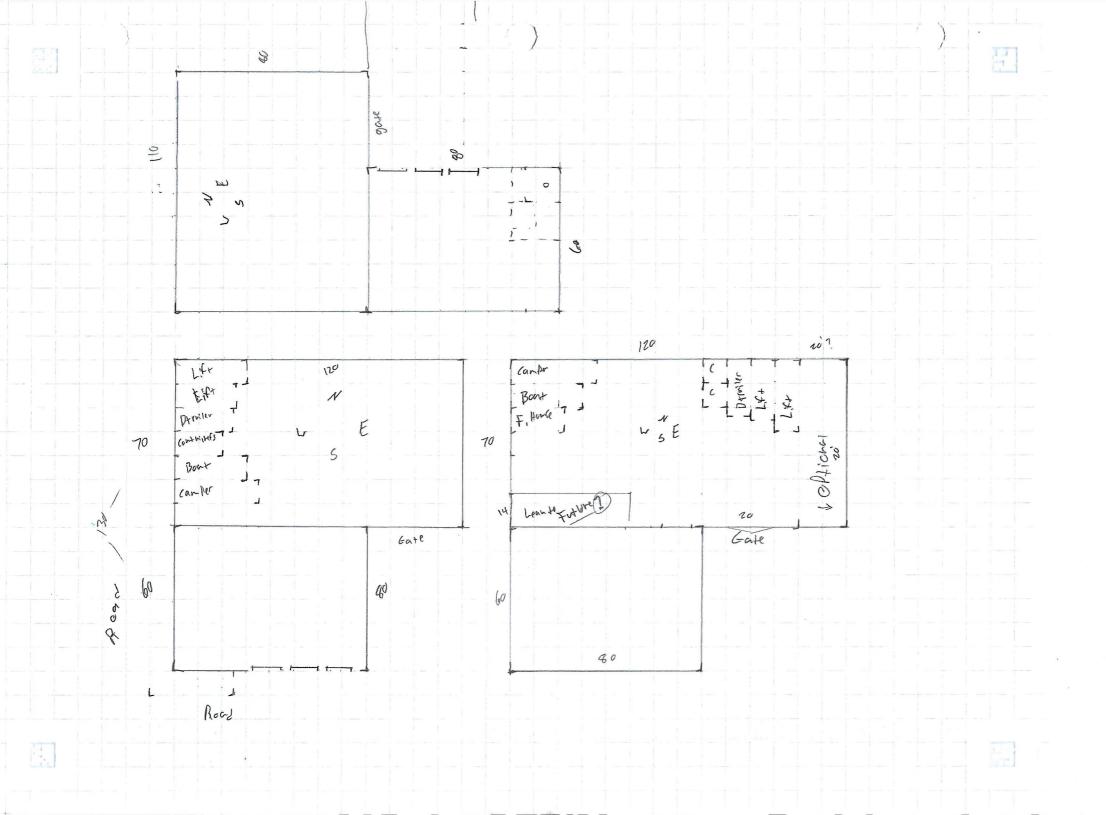
Matt Bronder

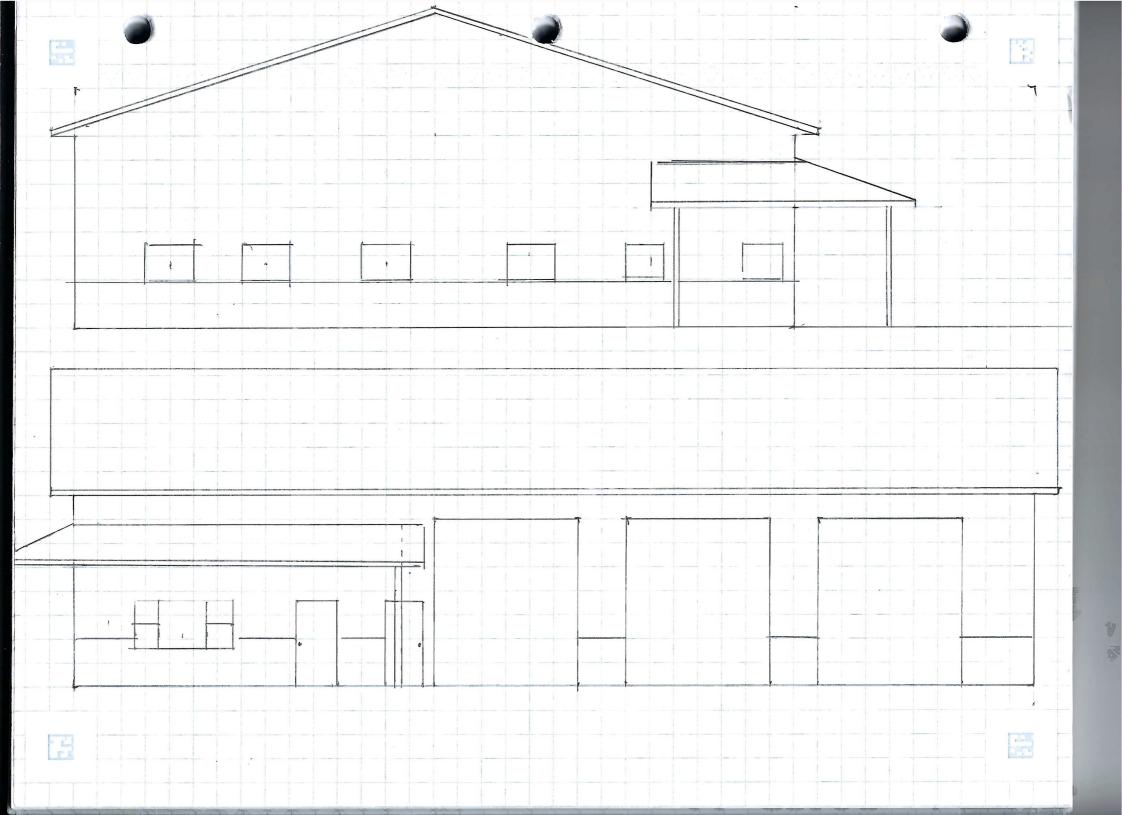
**Bronder Construction** 

320-282-3042











May 8, 2023

Agenda Section:	Consent
Report From:	Administration

### Core Strategy:

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

Agenda No.6QAgenda Item:Consideration of Adopting<br/>Resolution Accepting Donations

□ Provide Proactive Leadership

□ Ensure Safe/Well Kept Community □ Other:

### Background

Minnesota State Statute 465.03-.04 requires gifts/donations to municipalities to be accepted by resolution.

The City Council is asked to accept the following donations for improvements in the city parks:

• Brent Danzeisen: \$400 Recreation Park Tree Donation

### **Recommended Action**

Motion to adopt attached Resolution accepting the donations totaling \$400.

### Attachments:

Resolution

### CITY OF ANNANDALE RESOLUTION NO. 23-XX

### **RESOLUTION ACCEPTING DONATIONS TO CITY**

**WHEREAS**, the City of Annandale is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 and 465.04 for the benefit of its citizens in accordance with the terms prescribed by the donor. Said gifts may be limited under provisions of MN Statutes Section 471.895.

**WHEREAS**, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

Name of Donor:	Brent Danzeisen
Donation Type:	<b>Recreation Park Trees</b>
Amount:	\$400

**WHEREAS,** all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

- 1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
- 2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

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

Attested:

Shelly Jonas, Mayor

Kelly Hinnenkamp, City Administrator/Clerk



May 8, 2023

Agenda Section:	Consent	A
Report From:	Kelly Hinnenkamp, City Administrator	A

### Core Strategy:

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

- Agenda No.6RAgenda Item:Assessment Agreements
  - □ Provide Proactive Leadership
  - □ Ensure Safe/Well Kept Community
  - $\boxtimes$  Other: Compliance

### Background

Attached are assessment agreements with the Annandale Care Center and the Annandale School District related to the Hemlock Improvements.

**Recommended Action** 

Approve Agreements as presented

### Attachments:

Agreements

### ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_, 2023, between the City of Annandale, a Minnesota municipal corporation, ("City") and Annandale Care Center, a Minnesota 501c3 ("Developer").

### RECITALS:

A. The Developer is the owner of property in Wright County, Minnesota and legally described in Exhibit A hereto, which has been approved as a residential plat known as Pleasant Vista (the "Plat").

B. The Plat requires the installation of improvements to the Hemlock Intersection as a condition of access granted and approved by MnDot.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the parties agree as follows:

1. The City shall cause the improvements to be constructed in accordance with the plans and specifications prepared by the City Engineer dated \_\_\_\_\_.

2. Developer hereby agrees to pay a sum equal to 42% of the improvement costs based upon total actual project costs, as calculated by the City Engineer, including, but not limited to reasonable and customary costs included in project costs.

3. Developer agrees this sum is a fair apportionment of the costs of said Utilities extension between the Plat and other properties that will benefit from the improvement.

4. The City shall assess the Developer's share of the improvement costs as established in paragraph 2 of this Agreement. The assessment shall be due and payable over a <u>year</u> period without deferment, with interest at a rate of <u>per</u> annum.

5. The Developer waives any and all procedural and substantive objections to the improvements addressed herein and the special assessment against the Plat. Developer's waiver includes, but is not limited to petition, notice and hearing requirements established under Minnesota Statutes Chapter 429, including any appeal rights otherwise available under Minn. Stat. §429.061, §429.081, §278.01 or any other law. Notwithstanding the

forgoing the Developer does not waive its right to object based on any errors or inaccuracies in calculating the amount of the special assessment, should they occur.

6. The terms of this Assessment Agreement shall be binding upon and inure to the benefit the parties' heirs, representatives, successors and assigns, will be a covenant running with the land and may be recorded against the Plat. This Assessment Agreement is the parties' legal, valid and binding obligation and is enforceable to its terms.

7. This Assessment Agreement may only be modified in writing and signed by both parties.

8. The Developer shall reimburse the City for any costs incurred by the City in the enforcement of this Assessment Agreement, including, but not limited to court costs and reasonable attorney's fees.

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

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, on behalf of said municipal corporation.

Notary Public

### DEVELOPER

Annandale Care Center

Ву\_\_\_\_\_

### STATE OF MINNESOTA ) )ss COUNTY OF WRIGHT )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of the Annandale Care Center, a Minnesota 501c3, Developer herein, on behalf of said corporation.

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

Lots 1 through 12, Block 1 and Lots 1 through 11, Block 2, The Preserve at Lake John, according to the plat thereof on file and of record in the Office of the Wright County Recorder.

### ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_, 2023, between the City of Annandale, a Minnesota municipal corporation, ("City") and ISD 876, an Independent School District ("District").

### RECITALS:

A. The District is the owner of property in Wright County, Minnesota and legally described in Exhibit A hereto, which operates under a Conditional Use Permit as an Elementary School.

B. The permitted use of the property has generated additional traffic from the time of the approval that requires improvements to the Hemlock intersection.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the parties agree as follows:

1. The City shall cause the Hemlock Improvements to be constructed in accordance with the plans and specifications prepared by the City Engineer dated \_\_\_\_\_.

2. District hereby agrees to pay a sum equal to 42% of the construction costs related to the improvements based upon total actual project costs , as calculated by the City Engineer, including, but not limited to reasonable and customary costs included in project costs.

3. District agrees this sum is a fair apportionment of the costs of said improvements between their property and other properties that will benefit from the improvement.

4. The City shall assess the District's share of the improvement costs as established in paragraph 2 of this Agreement. The assessment will be levied to the property described in Exhibit A and shall certify the assessments to the County Auditor for collection. The assessment shall be due and payable over a <u>year</u> period without deferment, with interest at a rate of <u>per</u> annum.

5. The District waives any and all procedural and substantive objections to the improvements addressed herein and the special assessment against their property.

District's waiver includes, but is not limited to petition, notice and hearing requirements established under Minnesota Statutes Chapter 429, including any appeal rights otherwise available under Minn. Stat. §429.061, §429.081, §278.01 or any other law. Notwithstanding the forgoing the District does not waive its right to object based on any errors or inaccuracies in calculating the amount of the special assessment, should they occur.

6. The terms of this Assessment Agreement shall be binding upon and inure to the benefit the parties' heirs, representatives, successors and assigns, will be a covenant running with the land and may be recorded against the Plat. This Assessment Agreement is the parties' legal, valid and binding obligation and is enforceable to its terms.

7. This Assessment Agreement may only be modified in writing and signed by both parties.

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

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, on behalf of said municipal corporation.

Notary Public

### DISTRICT

ISD 876

By\_\_\_\_\_ Tim Prom, Superintendent

#### STATE OF MINNESOTA ) )ss COUNTY OF WRIGHT )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Tim Prom, the Superintendent of ISD 876, an Independent School District, District herein, on behalf of said corporation.

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



May 8, 2023

Agenda Section:	Consent
<b>Report From:</b>	Administration

### **Core Strategy:**

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

### Agenda No. 6T

**Agenda Item:** License Agreement with Rachel Development for the Placement of a Construction Sign in a City owned Outlot

 $\Box$  Provide Proactive Leadership

Ensure Safe/Well Kept Community
 Other

 $\Box$  Other:

### Background

Rachel Development has requested placement of a construction sign in Outlot D, The Preserves of Lake John. The outlot is owned by the City of Annandale. It is recommended by the City Attorney to enter into a license agreement that would allow a sign on public property for up to 5 years or 60 days from the sale of the last lot in the development, whichever is sooner.

In addition, the developer is proposing a free-standing sign that is over 8 feet tall and 40 square feet. The proposal exceeds code requirements.

### City Code 150.82 states:

Construction Signs: Sites where there is an open building permit may display one free standing or wall sign placed during construction, not exceeding 32 square feet in area and 8 feet in height, identifying parties involved in construction, owner's name, intended use or describing the construction process, but not including the advertisement of any product unrelated to the construction project. Any construction sign shall be removed within 5 days following completion of construction or within two years of the issuance of the building permit whichever is sooner.

### **Recommended Action**

Approve license agreement with the applicant meeting City Code Section 150.82.

### Attachments:

- License Agreement
- Proposed Sign
- Proposed Location

#### LICENSE AGREEMENT

This License Agreement is made effective as of May \_\_\_\_, 2023 (the "Effective Date"), by and between the City of Annandale, a Minnesota municipal corporation, ("Licensor") and Rachel Development, Inc., a Minnesota corporation ("Licensee").

#### **RECITALS:**

WHEREAS, the Licensee desires to utilize a portion of Licensor's property for the purpose of erecting one marketing sign for the Preserve at Lake John; and

WHEREAS, the Licensor is agreeable to allow Licensee to erect one sign on Licensor's property on Outlot D, The Preserve at Lake John, according to the plat thereof;

NOW, THEREFORE, in consideration of the above recitals, and the mutual promises contained herein, the parties agree as follows.

1. LICENSE:

Licensor hereby grants to Licensee, for the term and upon the conditions hereinafter provided, a license to enter, occupy and use Licensor's property as shown on the parcel sketch attached hereto and incorporated herein as Exhibit A (hereinafter the "Property") for the purpose of erecting marketing signs for The Preserve at Lake John which substantially conform to the sign sketch attached hereto and incorporated herein as Exhibit B (the "License").

2. TERM:

Licensee's License shall begin on May 15, 2023 at 8:00 a.m. Licensor may not revoke this License for a period of five years from the Effective Date set forth above unless all of the lots in The Preserve at Lake John have been sold. Thereafter, Licensor may terminate the License at any time by giving written notice sixty (60) days prior to the Licensee. The Licensee shall have until the 60<sup>th</sup> day following receipt of the notice to remove the sign. If Licensee fails to timely remove the sign, the Licensor may do so and any cost will be reimbursed by Licensee within fifteen (15) days of receipt of invoice.

3. USE:

Licensee will not enter, use or occupy the Property for any purpose other than to install and maintain the signs. Licensor may not permit other persons to install anything on Licensee's sign.

4. INDEMNITY:

The Licensee hereby agrees to defend, indemnify and hold Licensor harmless from and against any and all claims, losses or expenses, which could or may be brought against the Licensor by any third parties, arising out of or in any manner resulting from the use of the Property by Licensee and/or from this License. Licensor shall not be liable for any damage to Licensee's signs.

5. MAINTENANCE AND REPAIR. Licensee shall be solely responsible for keeping the sign in good maintenance and repair. Licensee may elect to replace the sign in lieu of repair. If Licensee fails to maintain or repair the sign within thirty (30) days of notice from the Licensor, or immediately if the condition of the sign poses a danger to persons or property, Licensor may remove the sign.

### 6. DEFAULT:

6.1 Any one of the following events shall constitute an Event of Default:

Licensee shall violate or fail to perform any of the conditions, covenants or agreements herein made by Licensor and Licensee and such default shall continue for thirty (30) days after receipt of notice from Licensor.

6.2 If an Event of Default shall have occurred and be continuing, Licensor shall have the right to terminate this License Agreement and retake possession of the Property immediately. Licensee shall reimburse Licensor in the event the Licensor incurs attorneys fees and costs to enforce the terms of this Agreement. Said reimbursement shall be made by Licensee within fifteen (15) days of receipt of invoice from Licensor.

7. MISCELLANEOUS:

(a) This is a Minnesota contract and shall be construed according to the laws of Minnesota.

(b) The Licensee may not assign its rights under this License without the written consent of Licensor.

(c) If any provision of this License is invalid or unenforceable to any extent, then such provision and the remainder of this License shall continue in effect and be enforceable to the fullest extent permitted by law.

(d) This License contains the entire agreement of the parties hereto with respect to the Property. This License may be modified only by a writing executed and delivered by both parties.

(f) Nothing contained in this License shall be deemed or construed to create a partnership or joint venture of or between Licensor and Licensee, or to create any other relationship between the parties other than that of licensor and licensee.

CITY OF ANNANDALE

RACHEL DEVELOPMENT, INC.

By\_\_\_\_

Shelly Jonas, Mayor

By		 
Its		

ATTEST:

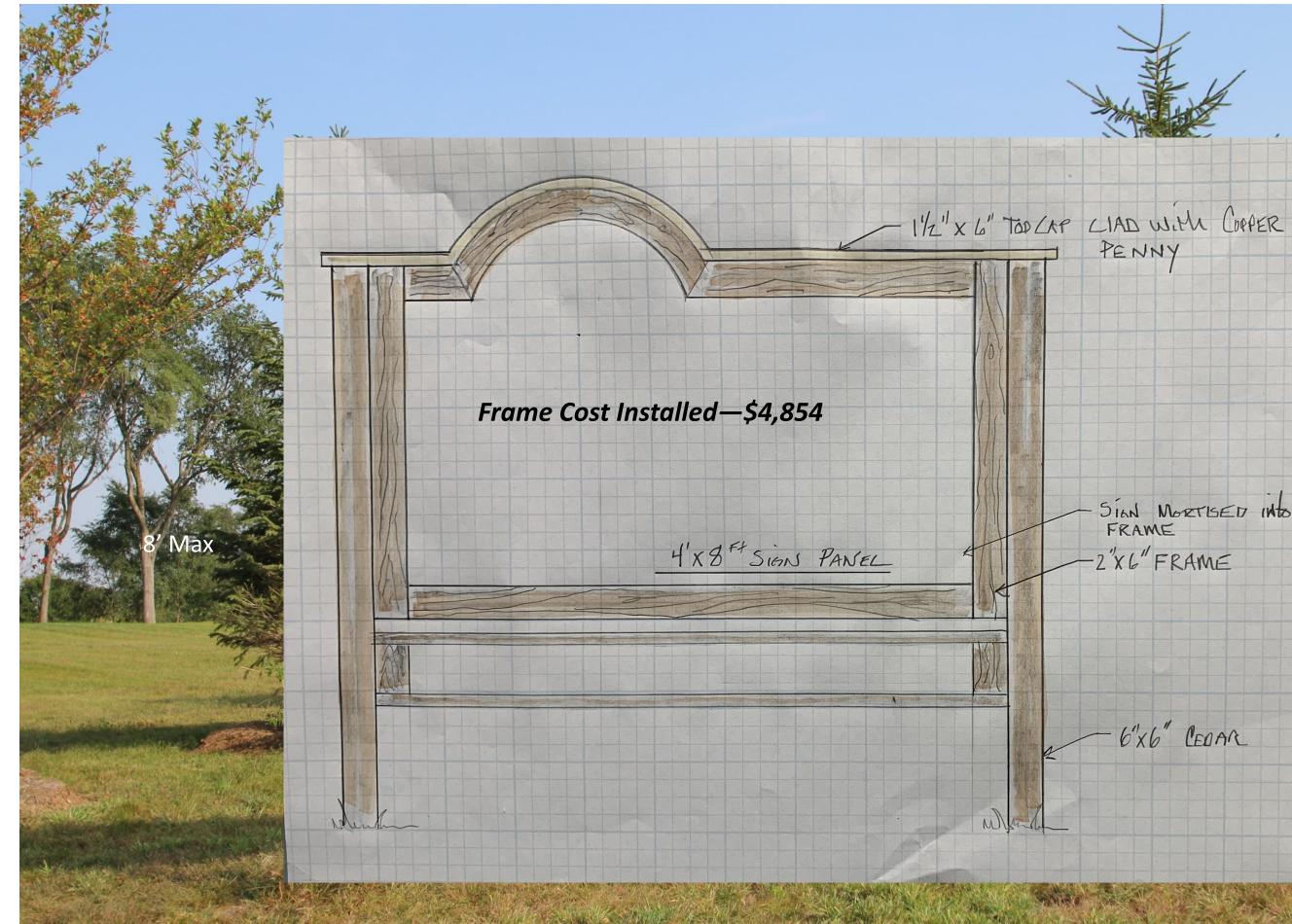
Kelly Hinnenkamp, City Administrator

### EXHIBIT A

### PROPERTY SKETCH

### EXHIBIT B

### SIGN SKETCH



SIAN MORTSED INTO FRAME -2"x6" FRAME - 6"x6" CEDAR

### Sign content not yet designed

# THE Preserve

## AT LAKE JOHN

West Facing Lake Lots ....starting in the 000's 1 ac + Off-Lake Lots ....starting in the 000's

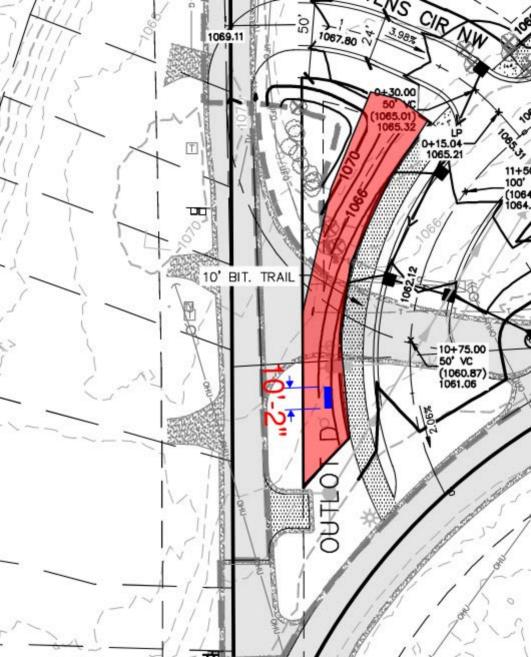




8' Max Height

Steve Bruggeman 612-889-5245 www.oakrealtymn.com







May 8, 2023

Agenda Section: Consent Kelly Hinnenkamp, City Administrator

Agenda No. 6T Agenda Item: Call PH- Hemlock Improvements

### **Core Strategy:**

**Report From:** 

- □ Inspire Community Engagement
- □ Increase Operational Effectiveness
- Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails
- □ Provide Proactive Leadership
- Ensure Safe/Well Kept Community
- $\boxtimes$  Other: Compliance

### Background

The City is working to complete the Hemlock Improvements in Summer of 2023. Bond Council is recommending the City hold a hearing at our June meeting since it has been over a year since the hearing was initially held.

### **Recommended Action**

Motion to approve Resolution Calling Hearing in June on the Hemlock Improvements

### Attachments:

Resolution

### RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING HEARING ON IMPROVEMENT CITY OF ANNANDALE, MINNESOTA RESOLUTION NO. 2023-\_\_

WHEREAS, pursuant to resolution of the council adopted December 7, 2020, a report has been prepared by Bolton & Menk, Inc. with reference to the proposed TH 24 & Hemlock Intersection Improvements Project, the improvement along TH 24 from Poplar Avenue to approximately 300 feet north of Hemlock Street, at the Bendix Elementary TH 24 access, and improvements on Hemlock Street from TH 24 at Hemlock Street to Wright County Road 6, and this report was received by the council on January 4, 2021, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$3,285,525.

2. A public hearing shall be held on such proposed improvement on the 5th day of June, 2023, in the council chambers of the city hall at 6:30 p.m. and the Administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the council this 8th day of May, 2023.

Mayor

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_\_, and upon vote being taken thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

### STATE OF MINNESOTA CITY OF ANNANDALE COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk 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 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 receiving a report and calling hearing for an improvement.

WITNESS my hand and the seal of said City this 8<sup>th</sup> day of May, 2023.

City Administrator

(SEAL)



May 8, 2023

Agenda Section:New BusinessReport From:Chief Standafer

### Core Strategy:

- □ Inspire Community Engagement
- $\boxtimes$  Increase Operational Effectiveness
- □ Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails

Agenda No.9AAgenda Item:Resolution Appointing Sergeant

- □ Provide Proactive Leadership
- Ensure Safe/Well Kept Community
- $\hfill\square$  Other: Click or tap here to enter text.

### Background

Attached is a Resolution approving the appointment of Nancy Engfer to the position of Sergeant.

**Recommended Action** 

Approve Resolution as presented

### Attachments:

Resolution

# RESOLUTION 23-\_\_

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

### **APPOINTING SERGEANT**

### Nancy Engfer

**WHEREAS,** the City Council has deemed it advisable and in the best interest of the City to appoint a Sergeant; and

**WHEREAS,** staff have recommended the appointment of Nancy Engfer to the position of Sergeant with such appointment to be effective May 8, 2023 at Step 6 of the City's year 2023 step plan. All future salary and other employee benefits to be in accordance with state and federal laws and the City's personnel policies for full-time employees, as such policies may hereafter be amended.

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

- 1. That Nancy Engfer is hereby promoted to the position of Sergeant effective May 8, 2023.
- 2. That Nancy Engfer will commence employment at Step 6 of the City's year 2023 step plan. All future salary and other employee benefits to be in accordance with state and federal laws and the City's personnel policies for full time employees, as such policies may hereafter be amended.

The foregoing resolution was duly seconded by Councilmember \_\_\_\_\_, upon a vote being taken thereon, the following members voted in favor thereof: \_\_\_\_\_; the following members abstained: \_\_; the following members were absent: \_\_\_.

WHEREUPON, said resolution was declared duly passed and adopted this 8<sup>th</sup> day of May, 2023.

City Clerk



May 8, 2023

Agenda Section:New BusinessReport From:Kelly Hinnenkamp, City<br/>Administrator

Agenda No.9BAgenda Item:Rescheduling of June Meeting

### Core Strategy:

- □ Inspire Community Engagement
- $\Box$  Increase Operational Effectiveness
- Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails
- □ Provide Proactive Leadership
- □ Ensure Safe/Well Kept Community
- $\boxtimes$  Other: Click or tap here to enter text.

### Background

Mayor Jonas is asking the Council to consider scheduling the June meeting to June 5<sup>th</sup>.

**Recommended Action** 

Will be discussed at the meeting

### Attachments:

None



May 8, 2023

Agenda Section:New BusinessReport From:Kelly Hinnenkamp, City<br/>Administrator

### Core Strategy:

- □ Inspire Community Engagement
- $\boxtimes$  Increase Operational Effectiveness
- Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails

Agenda No.9CAgenda Item:Resolution Calling Hearing- MnDotConsent.

- □ Provide Proactive Leadership
- Ensure Safe/Well Kept Community
- $\boxtimes$  Other: Compliance

### Background

Attached is a memo from City Engineer providing background information on MnDot's request for the City to call a hearing and consider providing Municipal consent for the Highway 55 project.

### **Recommended Action**

Motion to approve Resolution Calling a Public Hearing

### Attachments:

Engineer Memo with Supporting Documentation from MnDot Resolution



Real People. Real Solutions.

Ph: (320) 231-3956 Fax: (320) 231-9710 Bolton-Menk.com

### MEMORANDUM

Date: May 3, 2023
To: Honorable Mayor Jonas Members of the City Council, City of Annandale
From: Jared Voge, P.E. City Engineer
Subject: Trunk Highway 55 Improvements

Subject: Trunk Highway 55 Improvements Annandale, Minnesota BMI Project No.: 0W1.124113

MnDOT will be reconstructing TH 55 in 2025 from Brown Ave. N to approximately 0.25 miles east of Annandale Blvd. State statute requires that a state-led project within a municipality obtain municipal consent. Please see the attached statute. The proposed project alters access at the frontage road entrance just east of Poplar Ave. South and requires MnDOT to acquire 0.22 acres of permanent easement. Please find attached the summary of permanent easements required for the project.

The city's approval is a formality however, recommended so that the utility improvements, for which a Feasibility Report was previously authorized by and prepared for the City Council, can be incorporated into the project. The estimated city portion of the costs associated with the approximately \$9.2 million total project cost is \$2.3 million.

Municipal consent requires that a Public Hearing be held regarding the proposed improvements which are identified on the attached exhibit. We have enclosed a resolution calling a public hearing for the June 12 city council meeting for council consideration.

We recommend that council adopt the enclosed resolution calling for a public hearing at the June 12, 2023 City Council meeting.

If you have any questions on the above, please call.

JAV/kp

Enclosures

### RESOLUTION CALLING HEARING ON IMPROVEMENT CITY OF ANNANDALE, MINNESOTA RESOLUTION NO. 2023-\_\_

WHEREAS, Minnesota State Statutes 161.17-161.167 requires a public hearing for municipal consent with reference to the proposed TH 55 Improvements Project, S.P. 8606-63, the improvement along TH 55 from Brown Avenue to approximately 0.25 miles east of Annandale Boulevard

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

A public hearing shall be held on such proposed improvement on the 12th day of June, 2023, in the council chambers of the city hall at 6:30 p.m. and the Administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the council this 8<sup>th</sup> day of May, 2023.

Mayor

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_\_, and upon vote being taken thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

### STATE OF MINNESOTA CITY OF ANNANDALE COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk 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 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 receiving a report and calling hearing for an improvement.

WITNESS my hand and the seal of said City this 8th day of May, 2023.

City Administrator

(SEAL)

### Annandale City Hall 30 Cedar Street East Annandale, MN 55302 Monday, June 8, 2023 6:30 p.m.

#### TO WHOM IT MAY CONCERN:

Notice is hereby given that the city council of Annandale will meet in the council chambers of the city hall at 6:30 p.m. on June 8, 2023, to consider the making of the TH 55 Improvements, Improvement No. S.P. 8606-63, the improvements of Trunk Highway 55 between Brown Avenue and 0.25 miles east of Annandale Boulevard pursuant to Minn. Stat. §§ 161.162 to 161.167. The estimated cost of the improvement is \$9,215,000. Such persons as desire to be heard with reference to the proposed improvement will be heard at this meeting.

Kelly Hinnenkamp, City Administrator

Published in the Annandale Advocate on May 10, and May 17, 2023.

# Minnesota Statutes 161.162 – 161.167

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#### 161.162 DEFINITIONS.

Subdivision 1. Applicability. The terms in sections 161.162 to 161.167 have the meanings given them in this section and section 160.02.

Subd. 2. Final layout. (a) "Final layout" means geometric layouts and supplemental drawings that show the location, character, dimensions, access, and explanatory information about the highway construction or improvement work being proposed. "Final layout" includes, where applicable, traffic lanes, shoulders, trails, intersections, signals, bridges, approximate right-of-way limits, existing ground line and proposed grade line of the highway, turn lanes, access points and closures, sidewalks, proposed design speed, noise walls, transit considerations, auxiliary lanes, interchange locations, interchange types, sensitive areas, existing right-of-way, traffic volume and turning movements, location of storm water drainage, location of municipal utilities, project schedule and estimated cost, and the name of the project manager.

(b) "Final layout" does not include a cost participation agreement. For purposes of this subdivision "cost participation agreement" means a document signed by the commissioner and the governing body of a municipality that states the costs of a highway construction project that will be paid by the municipality.

Subd. 3. Final construction plan. "Final construction plan" means the set of technical drawings for the construction or improvement of a trunk highway provided to contractors for bids.

Subd. 4. Governing body. "Governing body" means the elected council of a municipality.

Subd. 5. Municipality. "Municipality" means a statutory or home rule charter city.

History: <u>2001 c 191 s 3</u>; <u>2002 c 364 s 3</u>

#### 161.163 HIGHWAY PROJECT REVIEW.

Subdivision 1. **Projects requiring review.** Sections <u>161.162</u> to <u>161.167</u> apply only to projects that alter access, increase or reduce highway traffic capacity, or require acquisition of permanent rights-of-way.

Subd. 2. Traffic safety measures. Nothing contained in sections <u>161.162</u> to <u>161.167</u> limits the power of the commissioner to regulate traffic or install traffic-control devices or other safety measures on trunk highways located within municipalities regardless of their impact on access or traffic capacity or on the need for additional right-of-way.

Subd. 3. Construction program. Nothing contained in sections <u>161.162</u> to <u>161.167</u> limits the commissioner's discretion to determine priority and programming of trunk highway projects.

History: 2001 c 191 s 4

#### 161,164 FINAL LAYOUT APPROVAL PROCESS.

Subdivision 1. Submission of final layout. Before proceeding with the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality, the commissioner shall submit to its governing body a final layout and project report covering the purpose, route location, and proposed design of the highway. The final layout must be submitted as part of a report containing any supporting data that the commissioner deems helpful to the governing body in reviewing the final layout submitted. The supporting data must include a good-faith cost estimate of all the costs in which the governing body is expected to participate. The final layout must be submitted before final decisions are reached so that meaningful early input can be obtained from the municipality.

Subd. 2. Governing body action. (a) Within 15 days of receiving a final layout from the commissioner, the governing body shall schedule a public hearing on the final layout. The governing body shall, within 60 days of receiving a final layout from the commissioner, conduct a public hearing at which the Department of Transportation shall present the final layout for the project. The governing body shall give at least 30 days' notice of the public hearing.

(b) Within 90 days from the date of the public hearing, the governing body shall approve or disapprove the final layout in writing, as follows:

(1) If the governing body approves the final layout or does not disapprove the final layout in writing within 90 days, in which case the final layout is deemed to be approved, the commissioner may continue the project development.

(2) If the final construction plans contain changes in access, traffic capacity, or acquisition of permanent right-of-way from the final layout approved by the governing body, the commissioner shall resubmit the portion of the final construction plans where changes were made to the governing body. The governing body must approve or disapprove the changes, in writing, within 60 days from the date the commissioner submits them.

(3) If the governing body disapproves the final layout, the commissioner may make modifications requested by the municipality, decide not to proceed with the project, or refer the final layout to an appeal board. The appeal board shall consist of one member appointed by the commissioner, one member appointed by the governing body, and a third member agreed upon by both the commissioner and the governing body. If the commissioner and the governing body cannot agree upon the third member, the chief justice of the Supreme Court shall appoint a third member within 14 days of the request of the commissioner to appoint the third member.

Subd. 3. Appeal board. Within 30 days after referral of the final layout, the appeal board shall hold a hearing at which the commissioner and the governing body may present the case for or against approval of the final layout referred. Not later than 60 days after the hearing, the appeal board shall recommend approval, recommend approval with modifications, or recommend disapproval of the final layout, making additional recommendations consistent with state and federal requirements as it deems appropriate. It shall submit a written report containing its findings and recommendations to the commissioner and the governing body.

History: 2001 c 191 s 5

#### 161.165 COMMISSIONER ACTION; INTERSTATE HIGHWAYS.

Subdivision 1. Applicability. This section applies to interstate highways.

Subd. 2. Action on approved final layout. (a) If the appeal board recommends approval of the final layout or does not submit its findings and recommendations within 60 days of the hearing, in which case the final layout is deemed approved, the commissioner may prepare substantially similar final construction plans and proceed with the project.

(b) If the final construction plans change access, traffic capacity, or acquisition of permanent right-of-way from the final layout approved by the appeal board, the commissioner shall submit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section <u>161,164</u>, <u>subdivision 2</u>.

Subd. 3. Action on final layout approved with changes. (a) If, within 60 days, the appeal board recommends approval of the final layout with modifications, the commissioner may:

(1) prepare final construction plans with the recommended modifications, notify the governing body, and proceed with the project;

(2) decide not to proceed with the project; or

(3) prepare final construction plans substantially similar to the final layout referred to the appeal board, and proceed with the project. The commissioner shall, before proceeding with the project, file a written report with the governing body and the appeal board stating fully the reasons for doing so.

(b) If the final construction plans contain changes in access or traffic capacity or require additional acquisition of permanent right-of-way from the final layout reviewed by the appeal board or the governing body, the commissioner shall resubmit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section <u>161.164</u>, subdivision <u>2</u>.

Subd. 4. Action on disapproved final layout. (a) If, within 60 days, the appeal board recommends disapproval of the final layout, the commissioner may either:

(1) decide not to proceed with the project; or

(2) prepare final construction plans substantially similar to the final layout referred to the appeal board, notify the governing body and the appeal board, and proceed with the project. Before proceeding with the project, the commissioner shall file a written report with the governing body and the appeal board stating fully the reasons for doing so.

(b) If the final construction plans contain changes in access or traffic capacity or require additional acquisition of permanent right-of-way from the final layout reviewed by the appeal board or the governing body, the commissioner shall resubmit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section <u>161.164</u>, subdivision <u>2</u>.

Subd. 5. Final construction plans issued. The commissioner shall send a complete set of final construction plans to the municipality at least 45 days before the bid opening for informational purposes.

#### History: 2001 c 191 s 6

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https://www.revisor.mn.gov/statutes/?id=161.165

#### 161.166 COMMISSIONER ACTION; OTHER HIGHWAYS.

Subdivision 1. **Applicability.** This section applies to trunk highways that are not interstate highways.

Subd. 2. Action on approved final layout. If the appeal board recommends approval of the final layout or does not submit its findings or recommendations within 60 days of the hearing, in which case the the final layout is deemed approved, the commissioner may prepare substantially similar final construction plans and proceed with the project. If the final construction plans change access or traffic capacity or require additional acquisition of right-of-way from the final layout approved by the appeal board, the commissioner shall submit the portion of the final construction plan that shows the changes, to the governing body for its approval or disapproval under section <u>161.164</u>, <u>subdivision 2</u>.

Subd. 3. Action on final layout approved with changes. (a) If the appeal board approves the final layout with modifications, the commissioner may:

(1) prepare final construction plans including the modifications, notify the governing body, and proceed with the project;

(2) decide not to proceed with the project; or

(3) prepare a new final layout and resubmit it to the governing body for approval or disapproval under section 161.164, subdivision 2.

(b) If the final construction plans contain changes in access or traffic capacity or require additional acquisition of permanent right-of-way from the final layout reviewed by the appeal board or the governing body, the commissioner shall resubmit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section <u>161.164</u>, subdivision <u>2</u>.

Subd. 4. Action on disapproved final layout. If the appeal board disapproves the final layout, the commissioner may:

(1) decide not to proceed with the project; or

(2) prepare a new final layout and submit it to the governing body for approval or disapproval under section <u>161.164</u>, subdivision <u>2</u>.

Subd. 5. Final construction plans issued. The commissioner shall send a complete set of final construction plans to the municipality at least 45 days before the bid opening for informational purposes.

History: <u>2001 c 191 s 7</u>

#### 161.167 REIMBURSEMENT OF EXPENSES.

Members of the appeal board shall submit to the commissioner an itemized list of the expenses incurred in disposing of matters presented to them. The appeal board members shall be reimbursed for all reasonable expenses incurred by them in the performance of their duties. The commissioner shall pay these costs out of the trunk highway fund.

History: 2001 c 191 s 8

#### Minnesota Department of Transportation Right of Way Electronic Acquisition and Land Management System (REALMS)

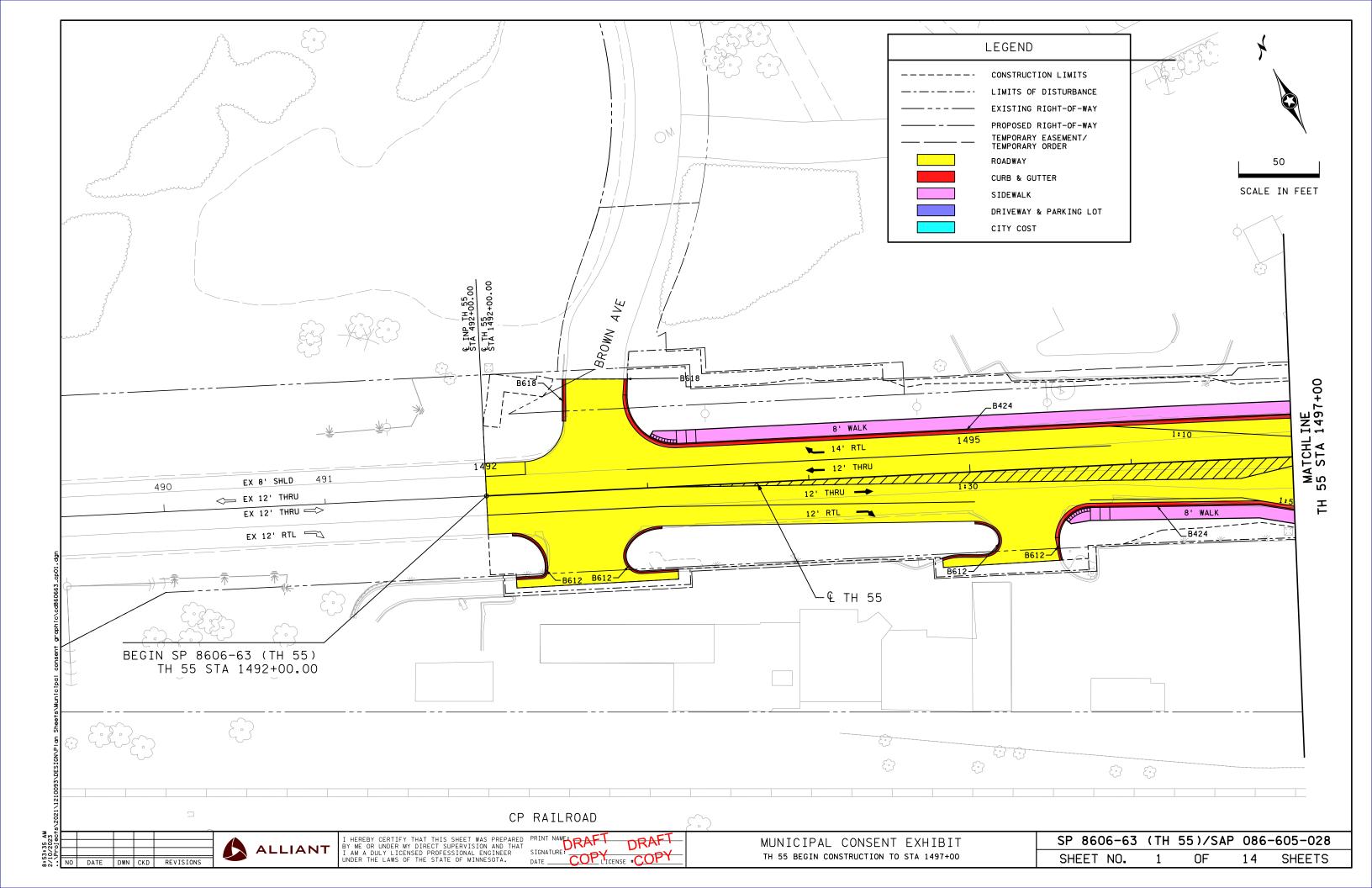
#### **Total Acres of Project Acquisitions**

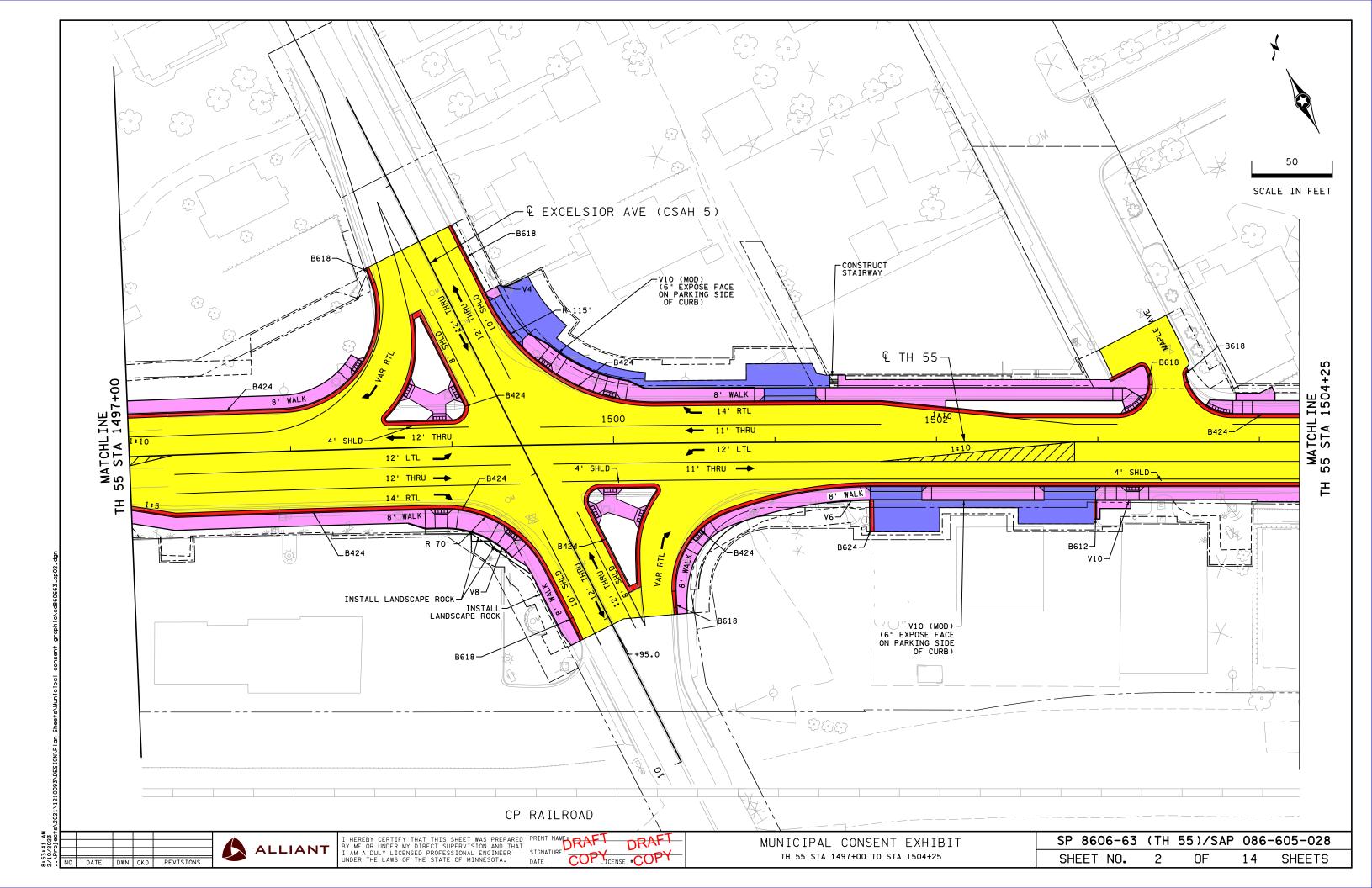
Parcel Number	Area	Units of Measurement	Type of Acquisition	Area in Acres
8606-224-0043	406.00	Square Feet	Temporary Easement	0.01
8606-224-0044	67.00	Square Feet	Temporary Easement	0.00
8606-224-0045	148.00	Square Feet	Permanent Easement	0.00
8606-224-0045	2,463.00	Square Feet	Temporary Easement	0.06
8606-224-0239B	3,874.00	Square Feet	Temporary Easement	0.09
8606-224-0239B	313.00	Square Feet	Permanent Easement	0.01
8606-224-0239C	1,141.00	Square Feet	Temporary Easement	0.03
8606-224-0240A	352.00	Square Feet	Permanent Easement	0.01
8606-224-0240A	816.00	Square Feet	Temporary Easement	0.02
8606-224-0240B	128.00	Square Feet	Permanent Easement	0.00
8606-224-0240B	4,876.00	Square Feet	Temporary Easement	0.11
8606-224-0240C	2,901.00	Square Feet	Temporary Easement	0.07
8606-224-0240D	4,762.00	Square Feet	Temporary Easement	0.11
8606-224-0240E	3,030.00	Square Feet	Temporary Easement	0.07
8606-224-0240E	337.00	Square Feet	Permanent Easement	0.01
8606-224-0300	0.13	Acres	Temporary Easement	0.13
8606-224-0338	4,203.00	Square Feet	Temporary Easement	0.10
8606-224-0338	1,687.00	Square Feet	Permanent Easement	0.04
8606-224-0339	1,557.00	Square Feet	Temporary Easement	0.04
8606-224-0339	49.00	Square Feet	Permanent Easement	0.00
8606-224-0438X	1.00	N/A	Access Control	0.00
8606-224-0438X	2,872.00	Square Feet	Temporary Easement	0.07
8606-903-0200	1.80	Acres	Temporary Easement	1.80
8606-903-0201	228.00	Square Feet	Temporary Easement	0.01
8606-903-0202	592.00	Square Feet	Temporary Easement	0.01
8606-903-0203	1,325.00	Square Feet	Temporary Easement	0.03
8606-903-0205	1,088.00	Square Feet	Temporary Easement	0.03
8606-903-0205	71.00	Square Feet	Permanent Easement	0.00
8606-903-0206	875.00	Square Feet	Temporary Easement	0.02
8606-903-0207	433.00	Square Feet	Temporary Easement	0.02
8606-903-0208	1,242.00	Square Feet	Temporary Easement	0.03
8606-903-0209	236.00	Square Feet	Temporary Easement	0.03
8606-903-0209A	294.00	Square Feet	Temporary Easement	0.01
8606-903-0210	200.00	Square Feet	Temporary Easement	0.00
8606-903-0211	0.03	Acres	Temporary Easement	0.03
8606-903-0212	1.00	N/A	Access Control	0.00
8606-903-0215	0.08	Acres	Temporary Easement	0.08
8606-903-0215	0.06	Acres	Permanent Easement	0.08
8606-903-0215A	0.09	Acres	Permanent Easement	0.00
8606-903-0215A	0.09	Acres	Temporary Easement	0.09
8606-903-0215K	158.00	Square Feet	Temporary Easement	0.04
8606-903-0217C	0.04	Acres	Temporary Easement	0.00
8606-903-0217A	2,343.00	Square Feet	Temporary Easement	
8606-903-0217A 8606-903-0217B		-		0.05
8606-903-0217B 8606-903-0218	1,230.00 6,115.00	Square Feet	Temporary Easement	0.03
8606-903-0218A	0.09	Square Feet	Temporary Easement	0.14
		Acres	Temporary Easement	0.09
8611-904-0201	806.00	Square Feet	Temporary Easement	0.02
8611-904-0201	32.00	Square Feet	Permanent Easement	0.00
8611-904-0202	54.00	Square Feet	Temporary Easement	0.00

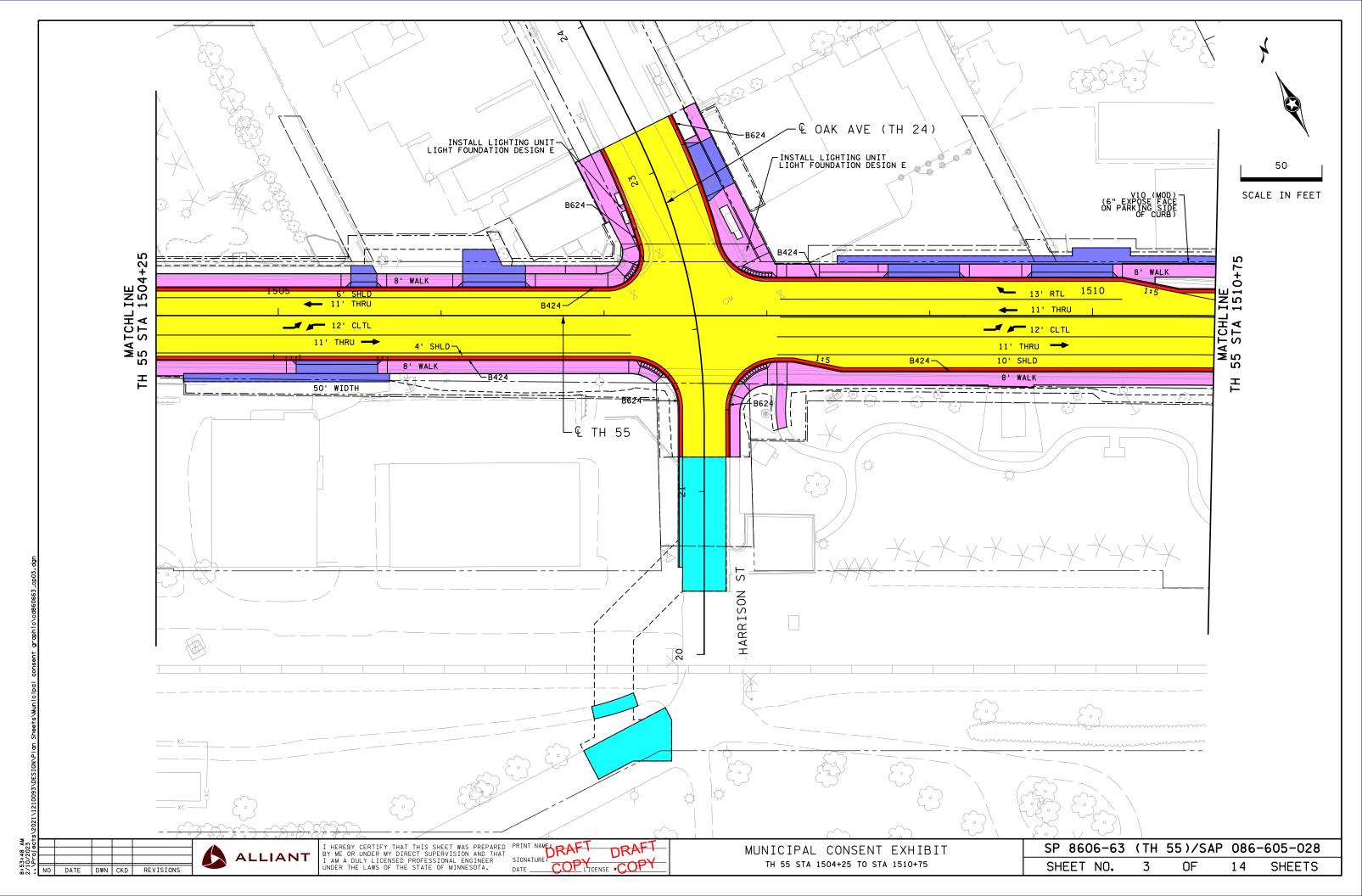
Parcel Number	Area	Units of Measurement	Type of Acquisition	Area in Acres
8611-904-0203	1,355.00	Square Feet	Temporary Easement	0.03
8611-904-0212	2,056.00	Square Feet	Temporary Easement	0.05

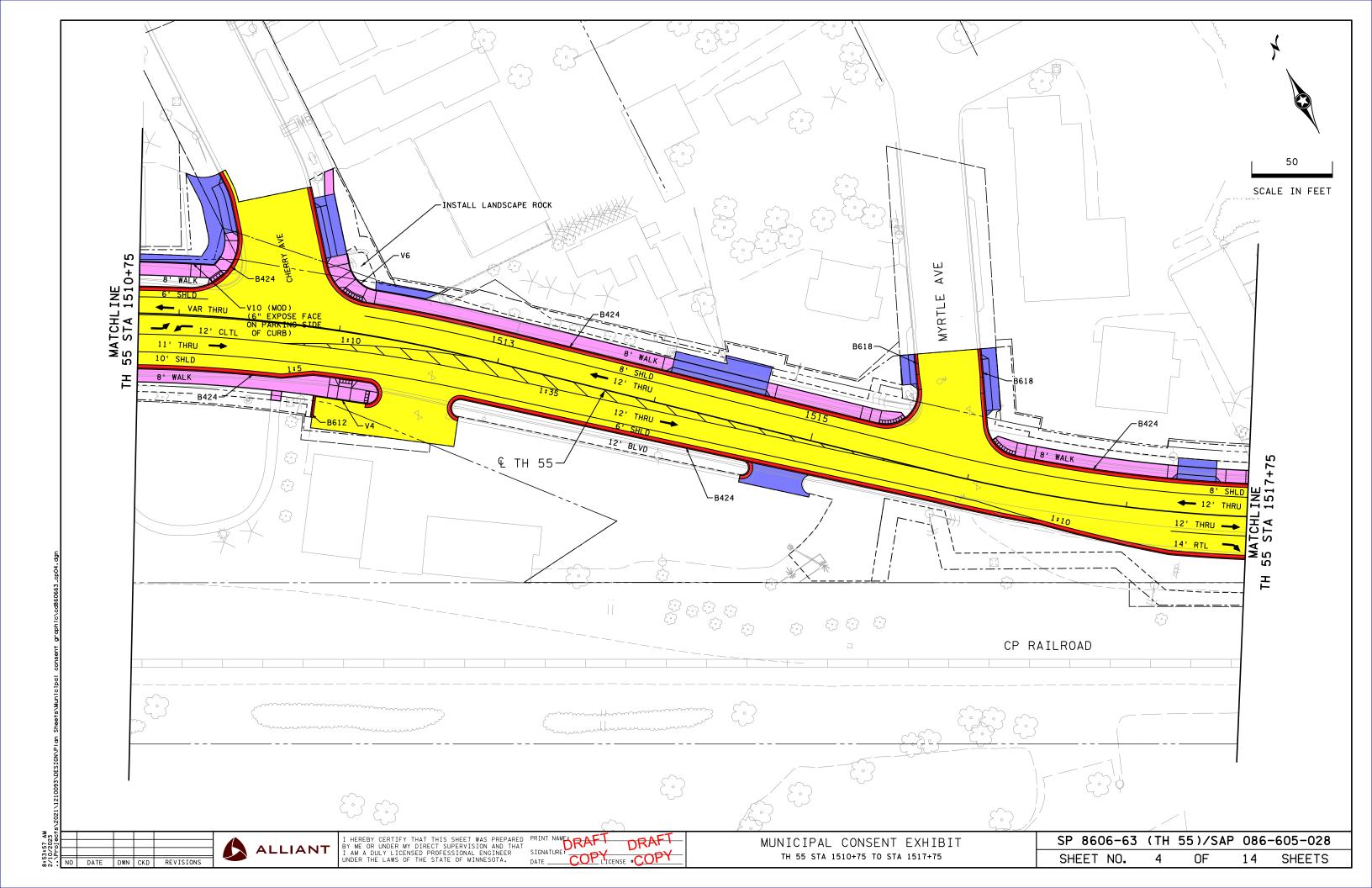
# **Total Acres of Project Acquisitions**

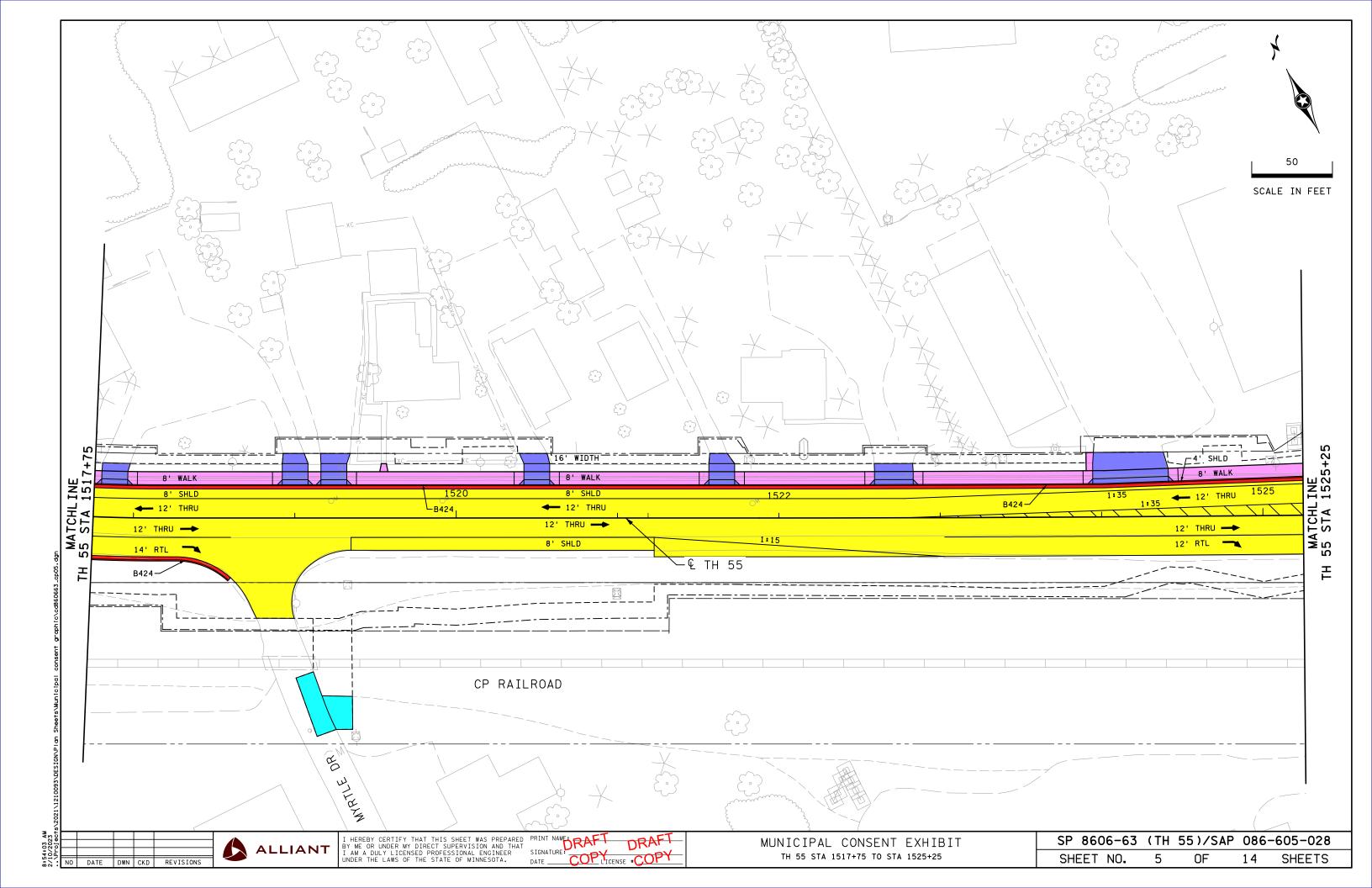
	8606-63RW
Permanent Easement	0.22
Temporary Easement	3.44
Grand Total	3.66

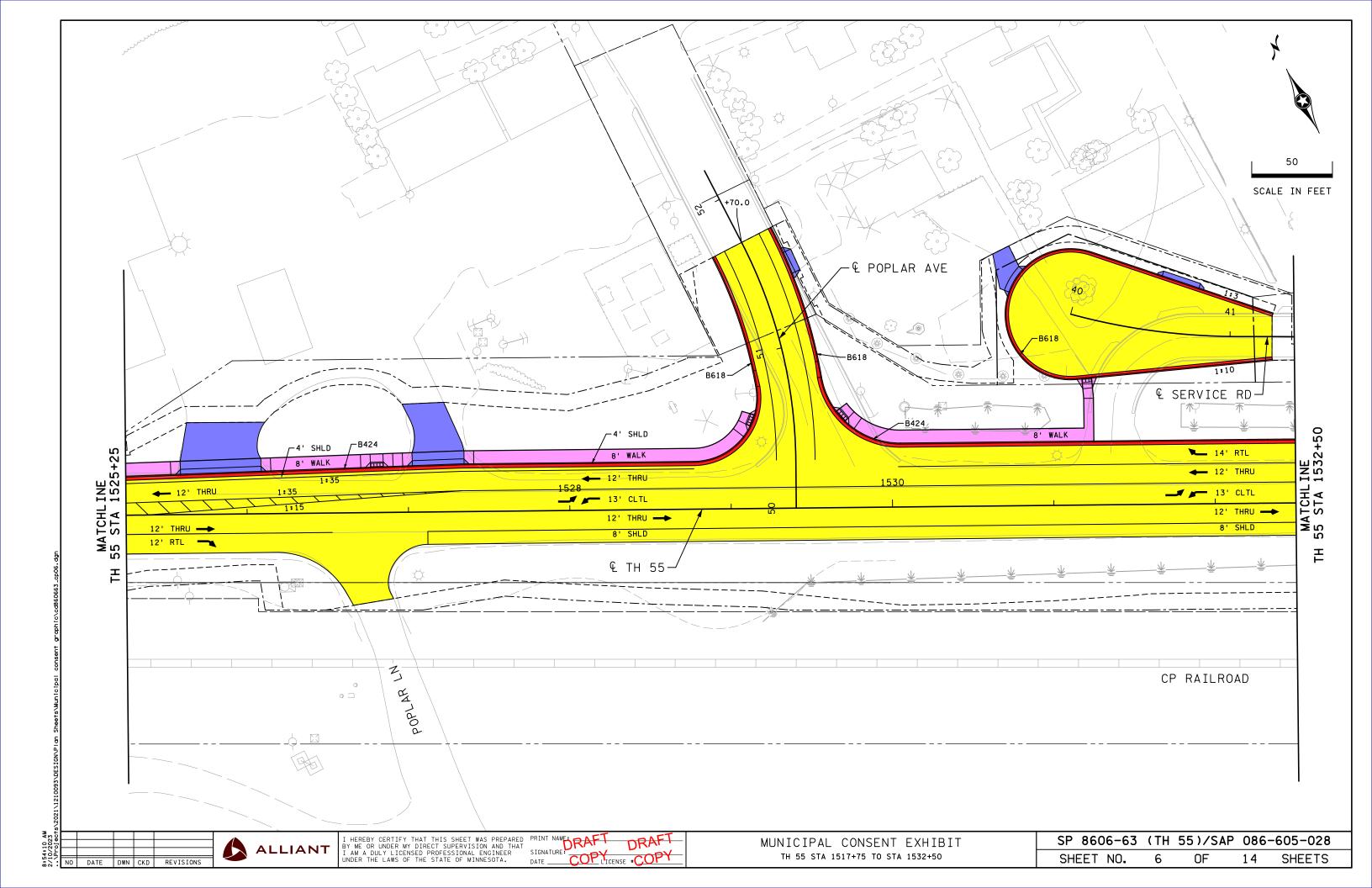


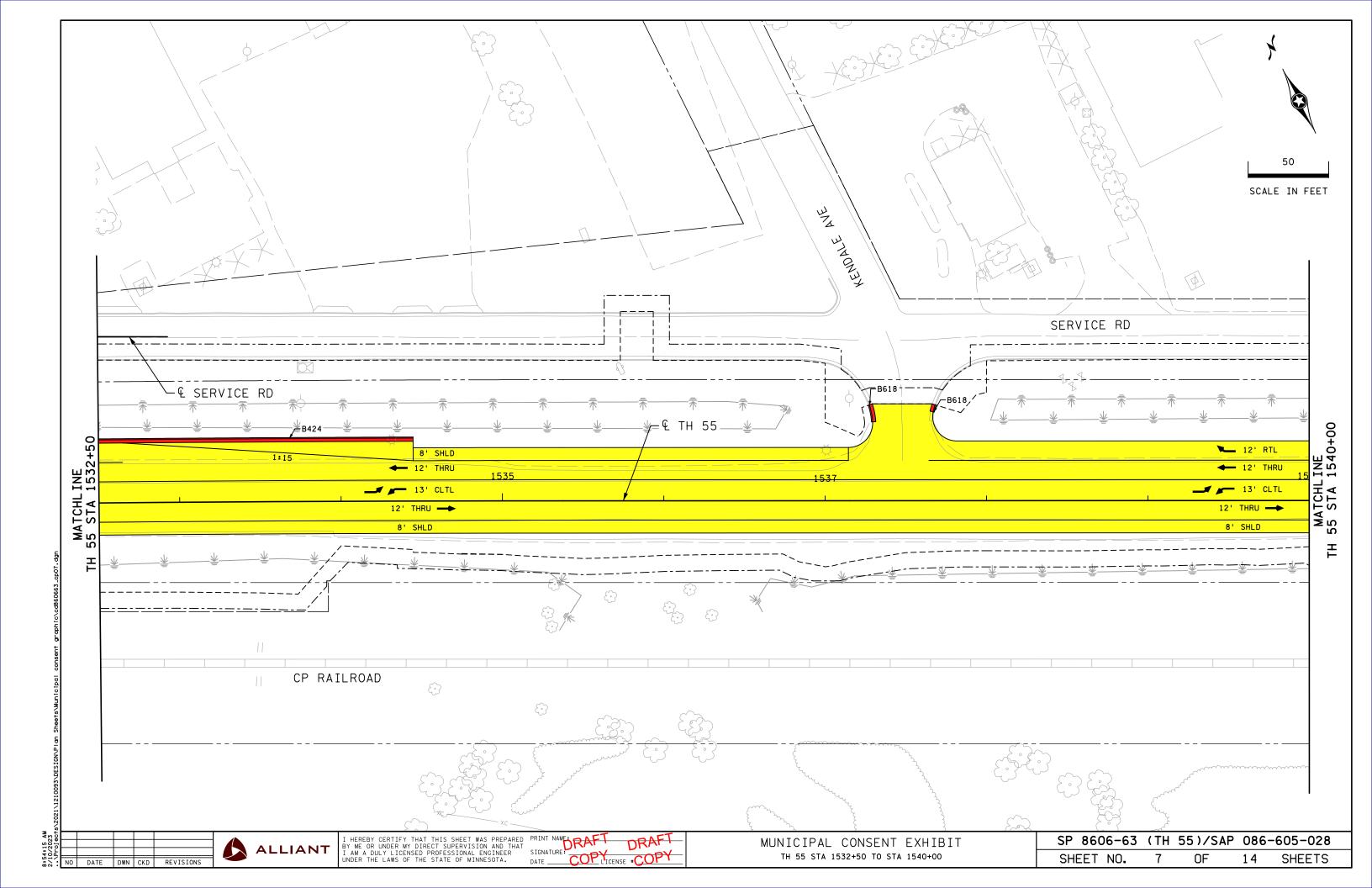


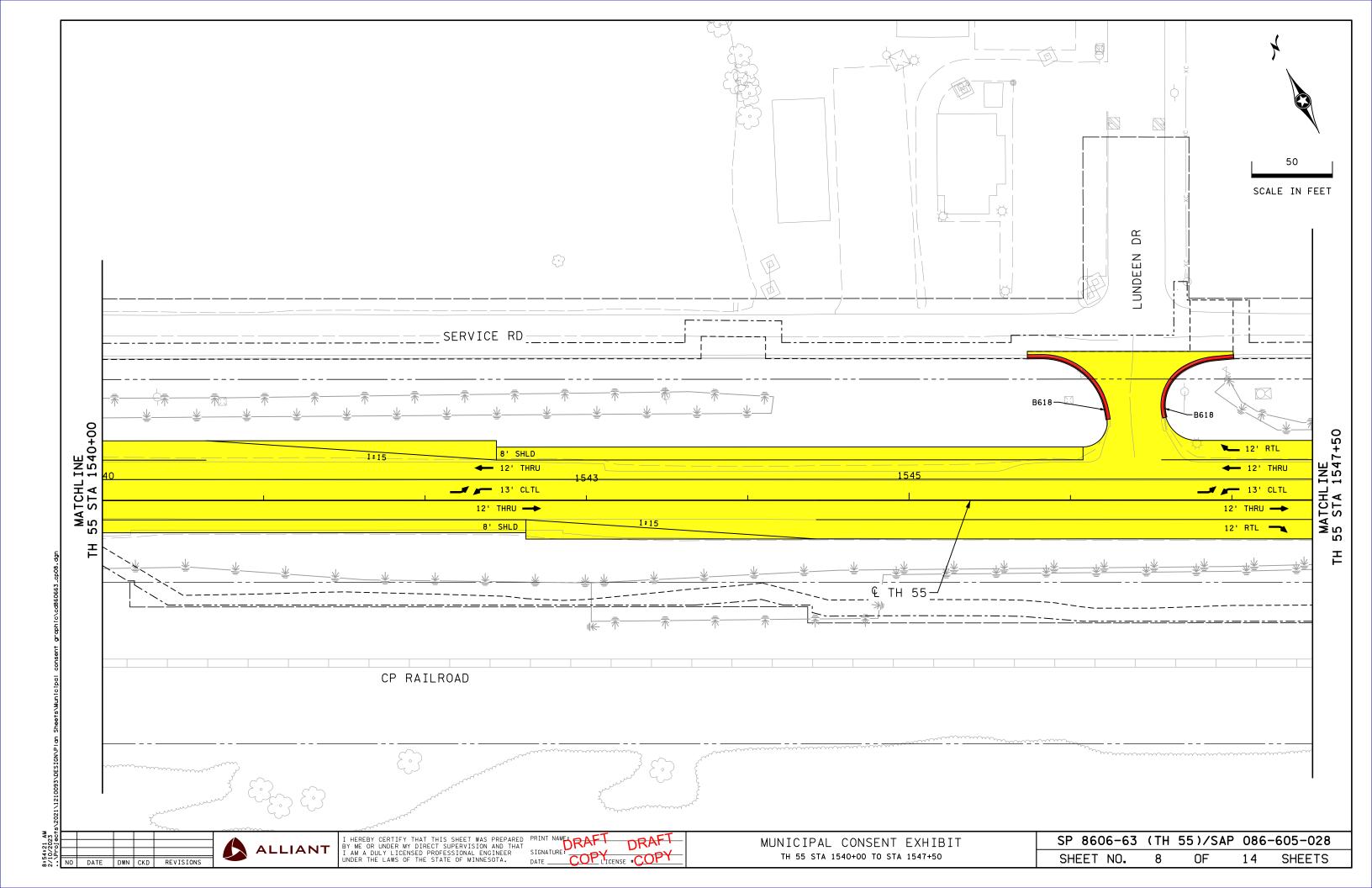


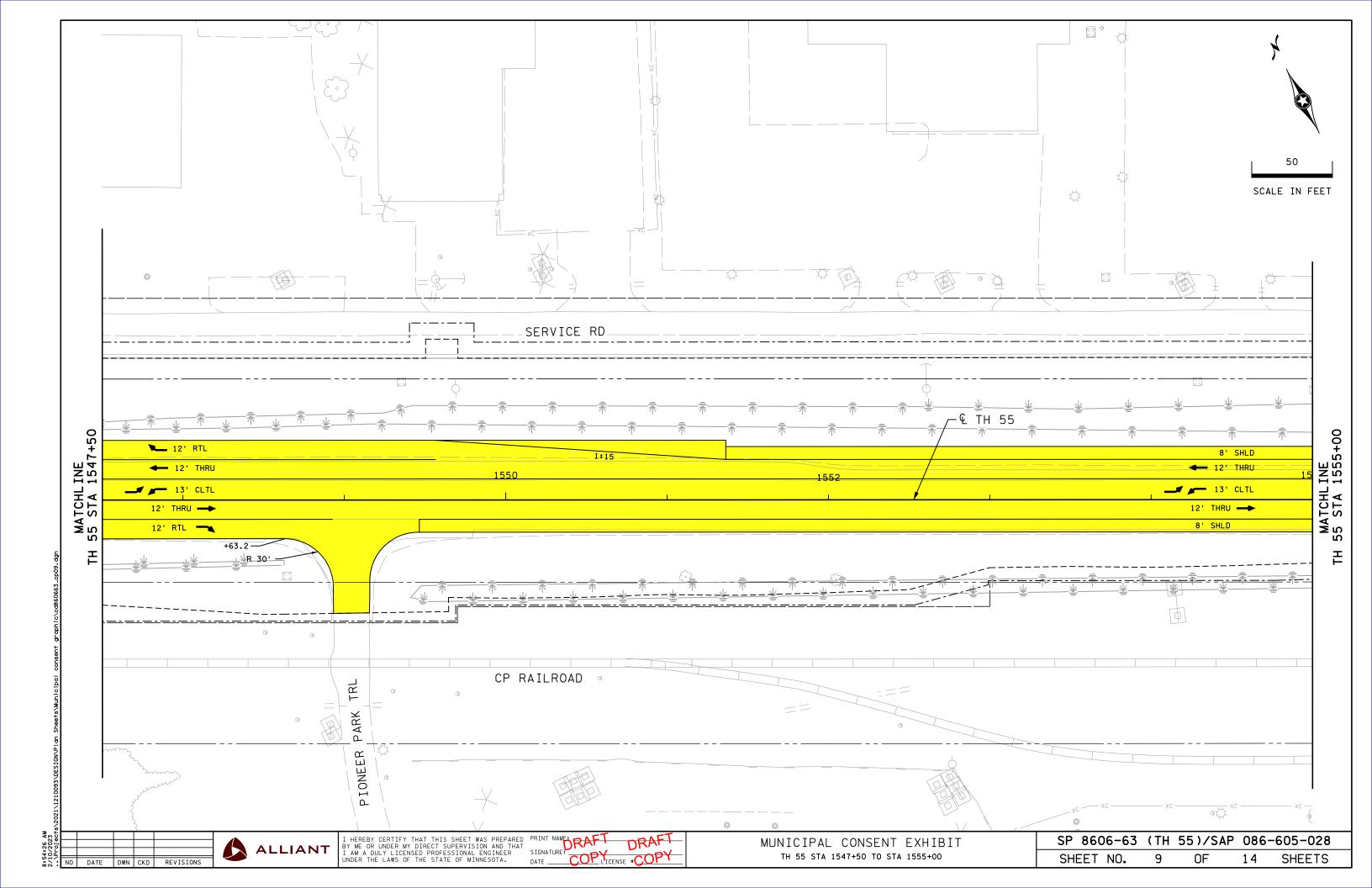


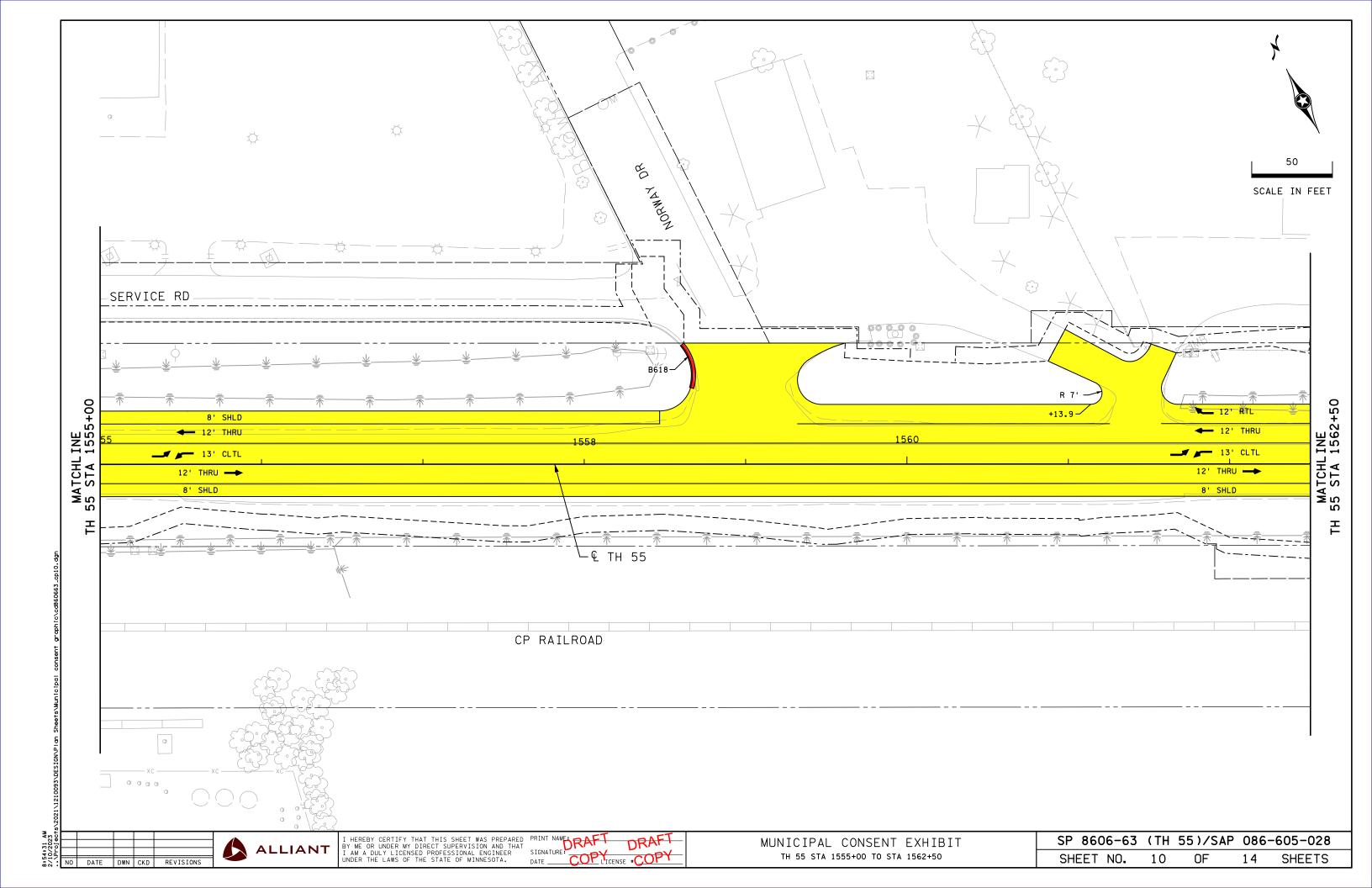


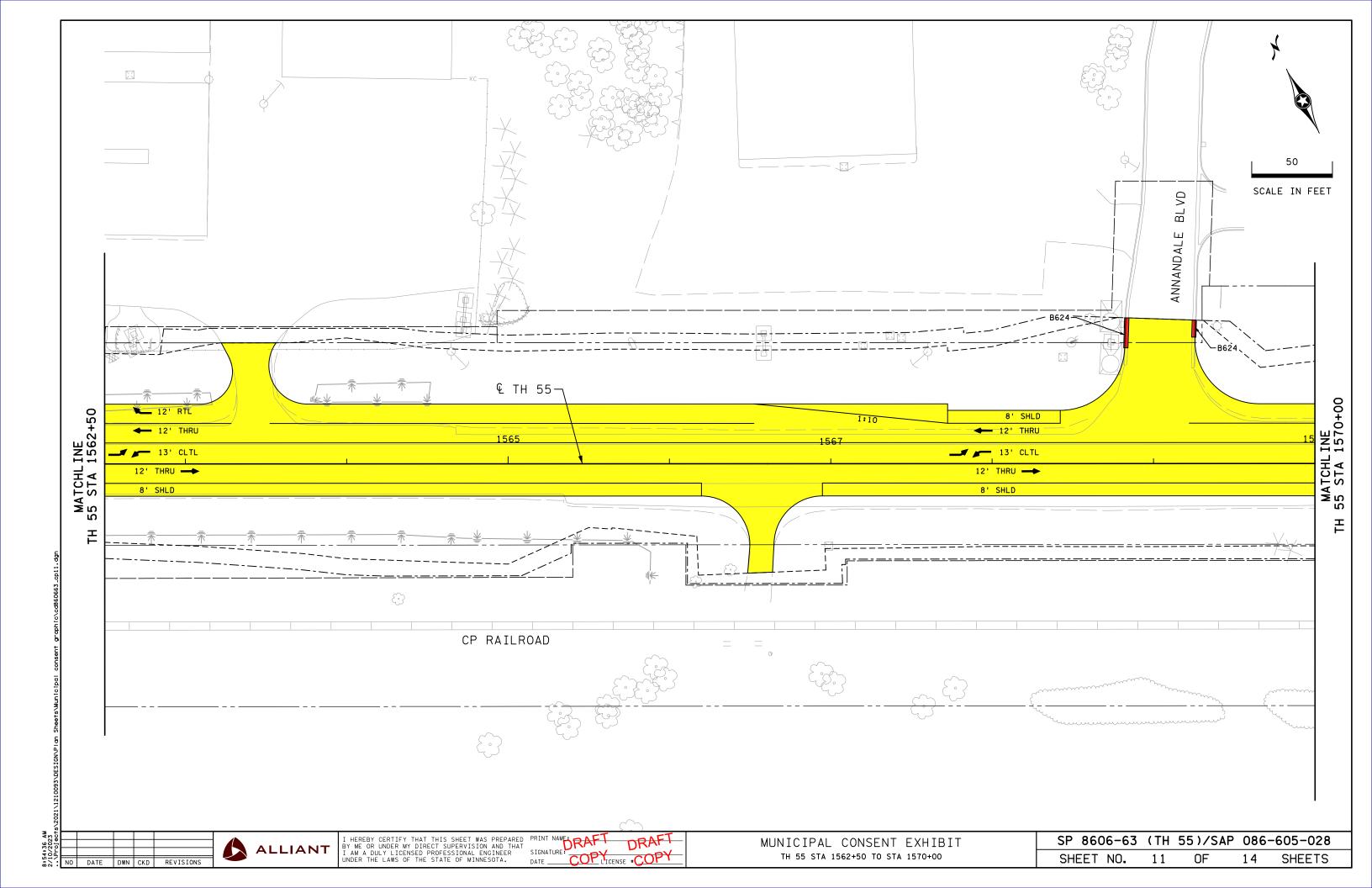


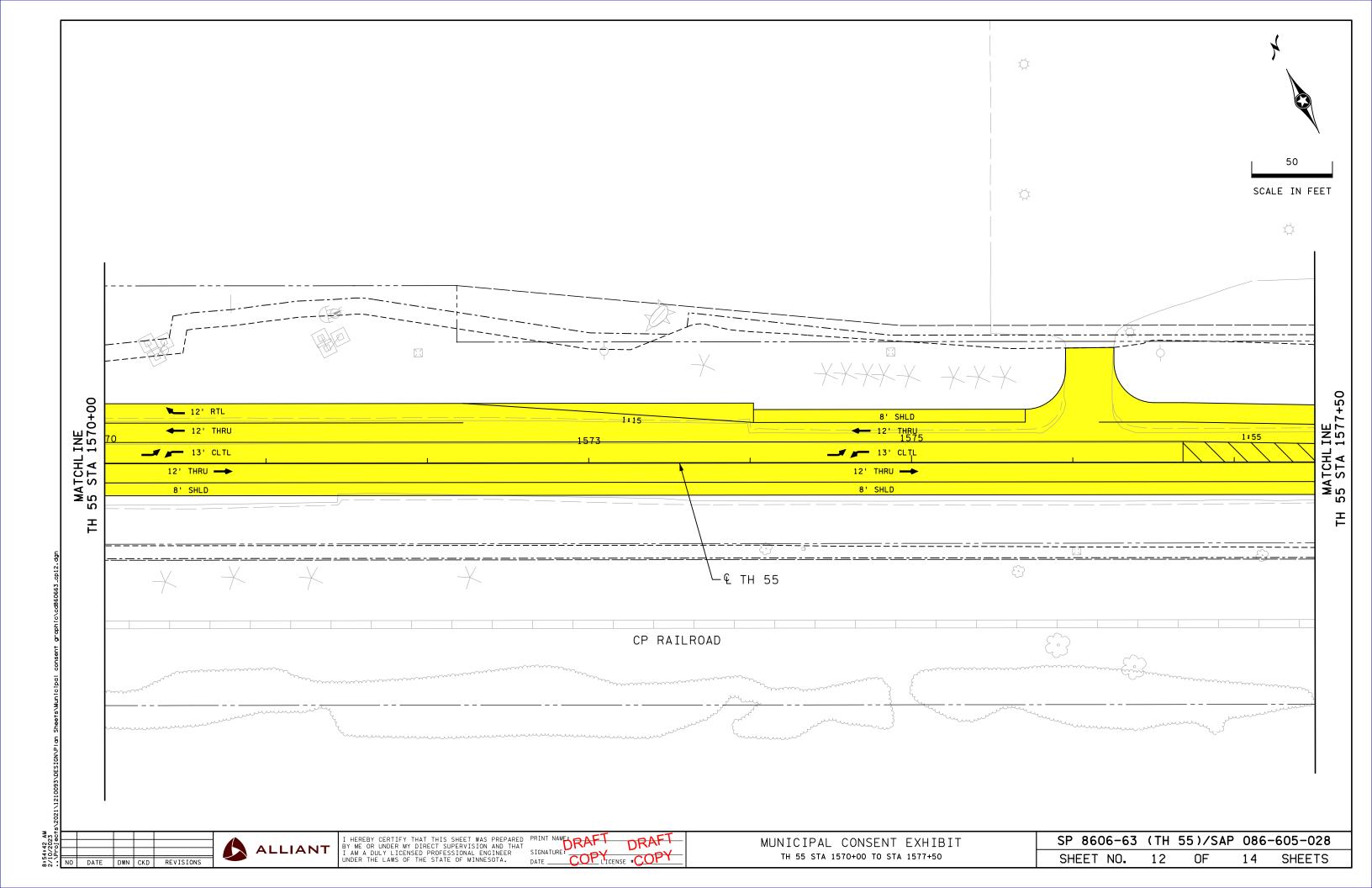


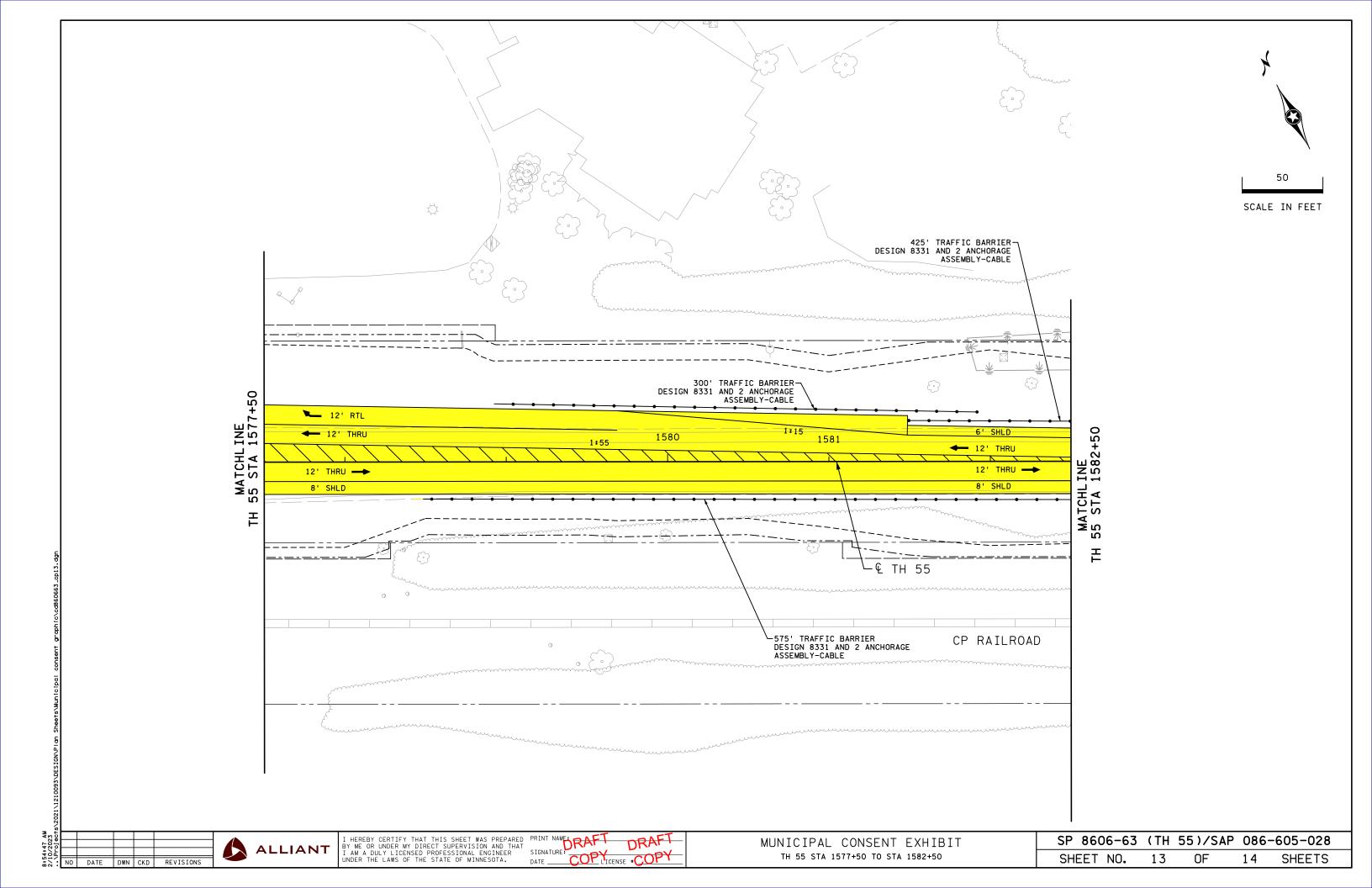


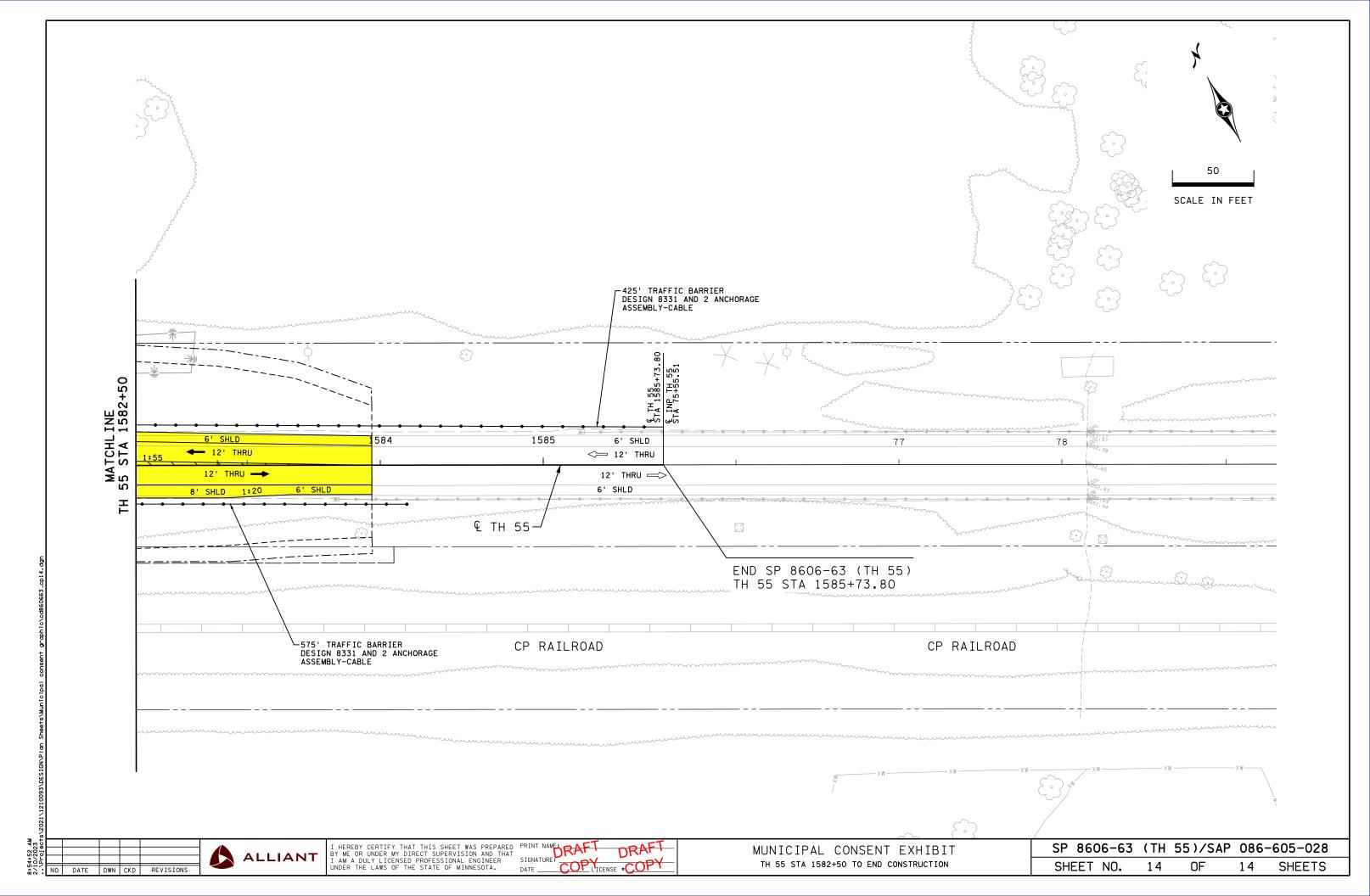












#### Annandale City Hall 30 Cedar Street East Annandale, MN 55302 Monday, June 8, 2023 6:30 p.m.

#### TO WHOM IT MAY CONCERN:

Notice is hereby given that the city council of Annandale will meet in the council chambers of the city hall at 6:30 p.m. on June 8, 2023, to consider the making of the TH 55 Improvements, Improvement No. S.P. 8606-63, the improvements of Trunk Highway 55 between Brown Avenue and 0.25 miles east of Annandale Boulevard pursuant to Minn. Stat. §§ 161.162 to 161.167. The estimated cost of the improvement is \$9,215,000. Such persons as desire to be heard with reference to the proposed improvement will be heard at this meeting.

Kelly Hinnenkamp, City Administrator

Published in the Annandale Advocate on May 10, and May 17, 2023.

#### RESOLUTION CALLING HEARING ON IMPROVEMENT CITY OF ANNANDALE, MINNESOTA RESOLUTION NO. 2023-\_\_

WHEREAS, Minnesota State Statutes 161.17-161.167 requires a public hearing for municipal consent with reference to the proposed TH 55 Improvements Project, S.P. 8606-63, the improvement along TH 55 from Brown Avenue to approximately 0.25 miles east of Annandale Boulevard

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

A public hearing shall be held on such proposed improvement on the 12th day of June, 2023, in the council chambers of the city hall at 6:30 p.m. and the Administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the council this 8<sup>th</sup> day of May, 2023.

Mayor

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_\_, and upon vote being taken thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

#### STATE OF MINNESOTA CITY OF ANNANDALE COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk 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 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 receiving a report and calling hearing for an improvement.

WITNESS my hand and the seal of said City this 8th day of May, 2023.

City Administrator

(SEAL)



**City Council Agenda** 

May 8, 2023

Agenda Section:	New Business
<b>Report From:</b>	Kelly Hinnenkamp, City
	Administrator

#### Core Strategy:

- □ Inspire Community Engagement
- $\boxtimes$  Increase Operational Effectiveness
- □ Enhance Local Business Environment
- Develop/Manage Strong Parks/Trails

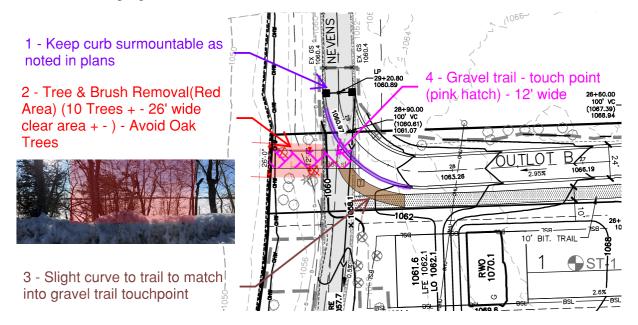
Agenda No.9DAgenda Item:Proposal from Rachel Developmenton Outlot B

- □ Provide Proactive Leadership
- □ Ensure Safe/Well Kept Community
- □ Other: Click or tap here to enter text.

#### Background

As part of the Lake John Development, the City is acquiring Outlot B. This outlot will serve as rightof-way and a touchpoint to Lake John, which was a recommendation from MN DNR. Staff met onsite with Rachel Development, and it was determined additional tree removal would allow for an improved touchpoint to the Lake for residents. The City could consider these improvements at a later date or we could contract with Rachel Development for this work while their equipment is onsite. Staff feels it would be cost-beneficial for the City to contract with Rachel Development for this work.

Below is the work proposed:



The are proposing the following for expenses related to this work-

- Tree/Stump Removal- \$2382
- Final Grading- \$1486
- Install Washed Granite- \$3100

Staff recommends contracting with Rachel Development for these improvements but staff will meet to reduce the scope of work for the washed granite, which is expected to lower the cost.

#### **Recommended Action**

Motion to approve the improvements as proposed.

#### Attachments:

None



# **City Council Agenda**

May 8, 2023

Agenda Section: Report From:	Regular Jacob Thunander, Community Development Director	Agenda No. Agenda Item:		
<b>Core Strategy:</b>				
□ Inspire Community Engagement		Provide Proactive Leadership		
□ Increase Operational Effectiveness		Ensure Safe/Well Kept Community		
Enhance Local Business Environment		□ Other:		
🛛 Develop/Manage	e Strong Parks/Trails			

#### Background

There has been a desire by community members and the Park Commission to have pickleball courts installed at a city park or public space.

The City Engineer has developed a concept showing two options for pickleball courts at the Recreation Park: a 4 court and a 6 court option. The estimated costs are approximately \$393,000 and \$511,000, respectively. The Recreation Park is an ideal location in a regional park that contains adequate parking infrastructure and open space to accommodate this type of use. In addition, soil borings were previously taken in the general area that would likely support the courts. It is recommended that an additional boring (estimated at \$7,500) be obtained to confirm the anticipated soils.

The City has received a donation from a private donor in the amount of \$150,000, which expires if the funds are not utilized this summer.

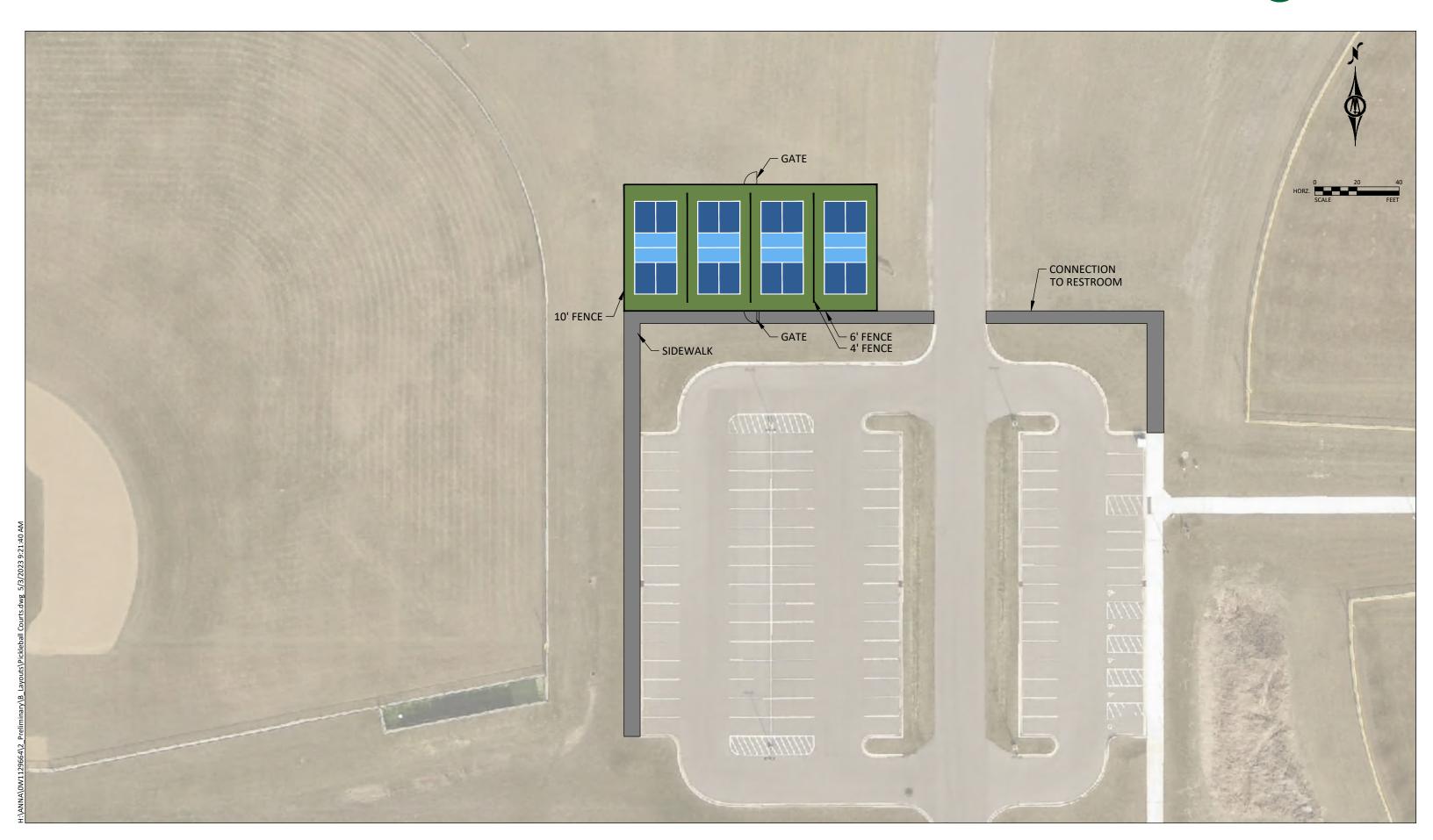
Staff are requesting a decision about whether to fund the installation of the courts at the Recreation Park. Other options for pickleball courts could be Crow Woods Park and the Middle School site.

#### Attachments:

• Pickleball Concept and Engineer's Estimate

# **Pickleball Courts**

Annandale, MN



# 4 Court Layout May 2023



#### ENGINEER'S ESTIMATE

PICKLEBALL COURTS (4)

CITY OF ANNANDALE BMI PROJECT NO. 0T6.130116



Real People. Real Solutions.

#### May 3, 2023

ltem No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	EXCAVATION, CLASS 13	CY	1067	\$20.00	\$21,340.00
2	SUBDRAIN, 6", PERFORATED	LF	344	\$12.00	\$4,128.00
3	PAVEMENT, PCC, 5"	SY	210	\$60.00	\$12,600.00
4	CONNECTION TO RESTROOM, PCC, 5"	SY	158	\$60.00	\$9,480.00
5	PCC EDGE RESTRAINT, 15"	LF	360	\$25.00	\$9,000.00
6	CHAIN LINK FENCE, BLACK, 4'	LF	156	\$80.00	\$12,480.00
7	CHAIN LINK FENCE, BLACK, 6'	LF	300	\$100.00	\$30,000.00
8	CHAIN LINK FENCE, BLACK, 10'	LF	60	\$140.00	\$8,400.00
9	GATE	EA	2	\$1,200.00	\$2,400.00
10	COURT LIGHTING	LS	1	\$85,000.00	\$85,000.00
11	SAND SUBBASE (48" DEPTH)	CY	1067	\$20.00	\$21,340.00
12	ACRYLIC SURFACING	SY	800	\$10.00	\$8,000.00
13	HMA COURT (3" ASPHALT, 6" AGGREGATE BASE COURSE)	SY	800	\$40.00	\$32,000.00
14	PICKLEBALL POSTS AND NETS	EA	4	\$4,500.00	\$18,000.00
15	MOBILIZATION	LS	1	\$28,000.00	\$28,000.00
16					

#### Total: \$302,168.00

Construction Contingencies 15%: \$45,325.20

Opinion of Estimated Construction Cost:	\$392,818.40
Engineering & Construction Services 15%:	\$45,325.20
Construction Contingencies 15%:	\$45,325.20

# **Pickleball Courts**

Annandale, MN



# 6 Court Layout May 2023



#### ENGINEER'S ESTIMATE

PICKLEBALL COURTS (6)

CITY OF ANNANDALE

BMI PROJECT NO. 0T6.130116



Real People. Real Solutions.

#### May 3, 2023

ltem No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	EXCAVATION, CLASS 13	CY	1600	\$20.00	\$32,000.00
2	SUBDRAIN, 6", PERFORATED	LF	416	\$12.00	\$4,992.00
3	PAVEMENT, PCC, 5"	SY	240	\$60.00	\$14,400.00
4	CONNECTION TO RESTROOM, PCC, 5"	SY	181	\$60.00	\$10,860.00
5	PCC EDGE RESTRAINT, 15"	LF	432	\$25.00	\$10,800.00
6	CHAIN LINK FENCE, BLACK, 4'	LF	372	\$80.00	\$29,760.00
7	CHAIN LINK FENCE, BLACK, 6'	LF	306	\$100.00	\$30,600.00
8	CHAIN LINK FENCE, BLACK, 10'	LF	126	\$140.00	\$17,640.00
9	GATE	EA	2	\$1,200.00	\$2,400.00
10	COURT LIGHTING	LS	1	\$85,000.00	\$85,000.00
11	SAND SUBBASE (48" DEPTH)	CY	1600	\$20.00	\$32,000.00
12	ACRYLIC SURFACING	SY	1200	\$10.00	\$12,000.00
13	HMA COURT (3" ASPHALT, 6" AGGREGATE BASE COURSE)	SY	1200	\$40.00	\$48,000.00
14	PICKLEBALL POSTS AND NETS	EA	6	\$4,500.00	\$27,000.00
15	MOBILIZATION	LS	1	\$36,000.00	\$36,000.00
16					

Total: \$393,452.00

Construction Contingencies 15%:	\$59,017.80
Engineering & Construction Services 15%:	\$59,017.80
Opinion of Estimated Construction Cost:	\$511,487.60



**City Council Agenda** 

May 8, 2023

Agenda Section:	New Business
<b>Report From:</b>	Kelly Hinnenkamp
	Administrator

o, City

#### **Core Strategy:**

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

Agenda No. 9F Agenda Item: Purchase of Property- 20 Oak Ave S

- □ Provide Proactive Leadership
- Ensure Safe/Well Kept Community
- □ Other: Click or tap here to enter text.

#### Background

In April of 2022, the Council identified three properties for potential redevelopment downtown- the property at 20 Oak Avenue South was one of those three properties. In January of 2023, the City directed staff to enter into a purchase agreement with the owner of 20 Oak Avenue South contingent on the receipt of a grant from MN DEED for the redevelopment of the site. After speaking with DEED, the City applied for the Demo Loan program because we did not yet have a developer identified. The City did not receive the grant, but we were encouraged to consider the Redevelopment Grant when a developer is identified. This grant is available again in August of 2023.

The contingency for the current purchase agreement will expire at midnight on May 8<sup>th</sup>. Council should consider if the City should waive the contingency moving forward with the purchase of the building or if we are going to cancel the purchase agreement.

In April of 2022, Council directed staff to transfer \$384,000 of ARP funds to the EDA fund to be used for the purchase of buildings. With the prior purchase of 74 Oak Ave North, the City would be within those funding parameters with the purchase of this building under the current purchase agreement.

The Economic Development Committee met and is recommending Council consider moving forward with the purchase while continuing to pursue grant and redevelopment opportunities.

#### **Recommended Action**

Motion to approve Resolution Waiving Contingency and Purchasing Property

#### Attachments:

Resolution

#### RESOLUTION NO. 23-\_\_\_ RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY

WHEREAS, the City of Annandale, Minnesota ("City") has made an offer to purchase property located at 20 Oak Avenue South, legally described as follows: Legal Description:

\_, Original Plat of Annandale, Wright County, Minnesota.

("Property"); and

WHEREAS, the City has given consideration to the purchase of the Property and the purchase price of \$175,000.00; and

WHEREAS, the Property is located in the C-1 Zoning District; and

WHEREAS, the current building is vacant; and

WHEREAS, the City has determined the acquisition of the Property and redevelopment of the property are necessary to ensure the Property will compliment surrounding land uses; and

**WHEREAS**, it is in the best interest of the City to purchase the Land from the \_\_\_\_\_ for the amount of \$175,000;

**WHEREAS**, Minnesota Statutes, Section 412.211 provide that the City may purchase real property of the City as it so requires.

NOW, THEREFORE, IT IS RESOLVED by the City Council as follows:

- 1. That the City's decision to purchase the property from the \_\_\_\_\_, for the amount of \$175,000, is ratified and approved; and
- 2. That the Mayor and the City Administrator are authorized and directed to sign and deliver any and all documents and funds to Title to effectuate the purchase of the Property and any such document which was previously signed and delivered is hereby ratified and approved.

This resolution passed and is effective this 8<sup>th</sup> day of May, 2023.

Attest:

Shelly Jonas, Mayor

Kelly Hinnenkamp, City Administrator