



## CITY OF ANNANDALE COUNCIL MEETING AGENDA

Meeting #7  
Regular Meeting  
City Council Chambers

June 5, 2023  
6:30 P.M.

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

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

Online: <https://us02web.zoom.us/j/87636785794?pwd=OTZ1N0lqV0xXMm50TkhhkcVFIMGpKQT09>

Or Telephone: 312-626-6799

Webinar ID: 876 3678 5794

Passcode: 534046

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1. CALL TO ORDER/ROLL CALL/ADOPT AGENDA
2. APPROVAL OF MINUTES
3. VISITOR'S- NONE
4. PUBLIC HEARING
  - A. [MnDot Municipal Consent](#)
  - B. [Hemlock Improvement Hearing](#)
5. OPEN FORUM- NONE
6. CONSENT AGENDA
  - A. [Approve Auditing Claims](#)
  - B. [Approve Departments Reports](#)
  - C. [Approve Employment Anniversaries](#)
  - D. [Approve Cooperative Agreement with Corinna Township](#)
  - E. [Approve Special Events](#)
  - F. [Approve Resolution Approving PERA for Hakala](#)
  - G. [Approve Relocation Agreements- 74 Oak Ave N](#)
  - H. [Approve Resolution Appointing Seasonal PW Staff- Lueders](#)
  - I. [Approve Zoning Text Amendments](#)
  - J. [Approve Business Park Site Plan- Bruggeman](#)
  - K. [Approve Amendments to Development Agreement and Final Plat- Willows of Annandale](#)
  - L. [Approve Resolution Adopting Hazard Mitigation Plan](#)
7. REMOVED CONSENT ITEMS

**8. UNFINISHED BUSINESS- NONE**

**9. NEW BUSINESS**

- A. [Approval for Awning Plan- American Family Insurance](#)
- B. [Consider RFP for Refuse/Recycling Services](#)
- C. [Consider Vending Contract with Bernicks for Municipal Park](#)
- D. [Call Special Meetings for Hemlock Improvements and Audit](#)
- E. [Consider RFP for DT Redevelopment](#)

**10. MAYOR/COUNCIL REPORTS**

**11. ADJOURNMENT**



# City Council Agenda

June 5, 2023

**Agenda Section:** Public Hearing

**Agenda No.** 4A

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Municipal Consent- Highway 55 Improvements

**Core Strategy:**

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

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## Background

The City has been working with MnDot on the Highway 55 Improvements planned for Highway 55. Attached is information regarding the Municipal Consent requested from MnDot related to the project.

## Recommended Action

Approve Resolution as presented

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## Attachments:

Resolution  
MnDot Memo  
Project Layout

**CITY OF ANNANDALE**  
**RESOLUTION NO. \_\_\_\_\_**  
**Resolution for Layout Approval**

At a Meeting of the City Council of the City of Annandale, held on the 5th day of June, 2023, the following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_ to wit:

**WHEREAS**, the Commissioner of Transportation has prepared a final layout for State Project \_\_\_\_\_ on Trunk Highway 55, from \_\_\_\_\_ to \_\_\_\_\_ within the City of \_\_\_\_\_ for \_\_\_\_\_ improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167: and

**WHEREAS**, said final layout is on file in the District 3 Minnesota Department of Transportation office, Annandale, Minnesota, being marked as Layout No. \_\_\_\_\_, S.P. \_\_\_\_\_, from R.P. \_\_\_\_\_ to \_\_\_\_\_.

**NOW, THEREFORE, BE IT RESOLVED** that said final layout for the improvement of said Trunk Highway within the corporate limits be and is hereby approved.

Upon the call of the roll the following Council Members voted in favor of the Resolution:

The following Council Members voted against its adoption:

ATTEST:

Mayor \_\_\_\_\_

Dated June 5, 2023

State of Minnesota  
County of Wright  
City of Annandale

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Annandale, Minnesota at a duly authorized meeting thereof held on the 5th day of June, 2023, as shown by the minutes of said meeting in my possession.

(SEAL) \_\_\_\_\_  
City Clerk







## Minnesota Department of Transportation

District 3

7694 Industrial Park Rd

Baxter, MN 56425-8096

3/30/2023

Kelly Hinnenkamp  
City Administrator  
City of Annandale  
30 Cedar Ct  
Annandale, MN 55302

RE: Request for City Approval (Municipal Consent) of the Final Layout for SP 8606-63

Dear Kelly Hinnenkamp,

MnDOT is proceeding with plans to complete State Project 8606-63, MN 55 from Brown Ave N in Annandale to 0.25 miles east of Annandale Blvd, Resurfacing and Reconstruction. In accordance with Minnesota Statute 161.164, I am submitting for City approval the project's Final Layout, identified as Municipal Consent Exhibit, for S.P. 8606-63.

The City's approval (municipal consent) is required for this project because it alters access at the frontage road entrance just east of Poplar Ave South and requires acquisition of multiple permanent easements throughout the project to a total of 0.22 acres of permanent easements. A description of the parcels with permanent easement acquisitions can be found in the Total Acres of Project Acquisitions document attached. Municipal consent of MnDOT projects is described in Minnesota Statutes 161.162 through 161.167 (attached).

Approval or disapproval of the final layout is by resolution of the City Council. (A sample resolution is attached). However, if the City neither approves nor disapproves the final layout within 90 days of the public hearing, the layout is deemed approved (per MN Statute 161.164).

The deadlines (per MN Statute 161.164) for the City's responsibilities regarding municipal consent of the attached layout are as follows, based on a submittal date of the final layout to the City of March 30<sup>th</sup>, 2023:

- Within 15 days of receiving the final layout, schedule a public hearing (by April 13<sup>th</sup>, 2023).
- Within 60 days of receiving the final layout, conduct the public hearing (by May 29<sup>th</sup>, 2023).
- Provide at least 30-days' notice of the public hearing.
- Within 90 days of the public hearing, approve or disapprove the layout by resolution (by June 27<sup>th</sup>, 2023).

MnDOT will attend the public hearing to present the final layout and answer questions, as required by statute.

An Equal Opportunity Employer



## Project Purpose

*The pavement has deteriorated and is due for resurfacing. The city has a need to replace aging underground utilities. There is a documented crash problem on the eastern half of the project, due to traffic turning movements.*

*The purpose of this project is to reconstruct TH 55 from Brown Avenue to Poplar Avenue and replace city underground utilities, and resurface TH 55 from Poplar Avenue to 0.25 miles east of Annandale Boulevard and widen to the north side to provide a continuous center left turn lane. This project will also include updating pedestrian ramps and provide additional sidewalk to meet ADA requirements, replacement of the Excelsior Ave signal system, closer of one frontage road access to TH 55, and construction of a cul-de-sac at the end of the frontage road where access is being closed.*

## Project Description

*MN 55 from Brown Ave N in Annandale to 0.25 miles east of Annandale Blvd, Grading, Bituminous Mill & Overlay, Bituminous Surfacing, Signal Replacement, and ADA Improvements.*

## Planned Project Schedule

- 90% Submittal: May 12, 2023
- 95% Submittal: June 23, 2023. Put on the shelf.
- Pick Plan up (review standards, etc.): March 27, 2024
- Letting date: September 27, 2024
- Construction: Summer 2025 (Anticipate 1 construction season)

## City's Estimated Project Costs

Some project costs are the City's responsibility, as detailed in MnDOT's cost participation policy. (See the policy and the *Cost Participation and Maintenance with Local Units of Government Manual* at MnDOT's this website: <http://www.dot.state.mn.us/policy/financial/fm011.html>).

The City of Annandale's cost participation for SP 8606-63 is estimated to be around \$1,685,000. This is based on an estimate from Bolton & Menk Inc. for City water and sewer utility construction and approximate restoration costs outside MnDOT TH 55 construction limits. It also includes cost for the installation of a storm sewer stub at Harrison Street, as well as the additional pipe and manholes needed to move the storm sewer located from Norway Drive E to approximately 500' east, under TH 55 and place storm sewer manholes in the TH 55 right turn lane instead of the original purposed storm sewer design. This by the Cities request to make room to place the City's watermain and sanitary sewer back into a suitable granular bedding after muck excavation, and to avoid the impact to other utilities that relocating outside of the excavation area would require. MnDOT's current estimated construction cost is \$8,600,000.

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## City's Maintenance Responsibilities

The City of Annandale's maintenance responsibilities are as follows:

- **Storm Sewers and Sump Structure:** Routine maintenance of any storm sewer facilities construction, including sump structure. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- **Municipal Utilities:** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- **Sidewalks:** Maintenance of any sidewalk construction and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

Please feel free to contact me if you have any questions about this submittal.

Sincerely,

Josh Daniel  
Project Manager  
3725 12<sup>th</sup> St. N  
St. Cloud, MN 56303  
[Joshua.daniel@state.mn.us](mailto:Joshua.daniel@state.mn.us)  
320-241-6122

### Attachments:

Final Layout for SP 8606-63, dated 2/10/2023  
MN Statutes 161.162 – 161.167  
Total Acres of Project Acquisitions  
Sample City Resolution

cc:

Joe Haller  
Jared Voge  
Darren Nelson  
Todd Grater  
Tanya Gytri

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

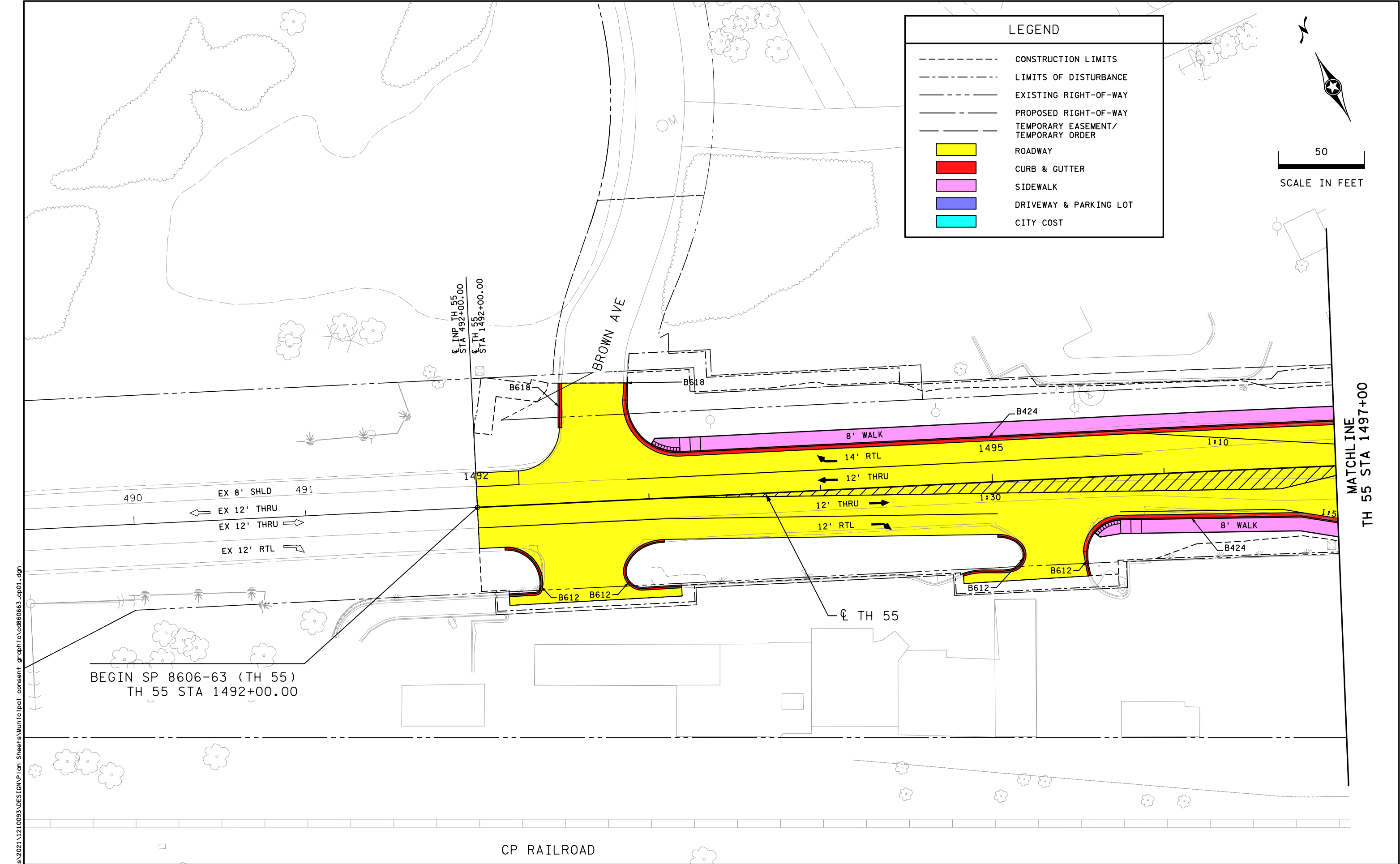
**Total Acres of Project Acquisitions**

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	0.01
8606-903-0208	1,242.00	Square Feet	Temporary Easement	0.03
8606-903-0209	236.00	Square Feet	Temporary Easement	0.01
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	0.06
8606-903-0215A	0.09	Acres	Permanent Easement	0.09
8606-903-0215A	0.04	Acres	Temporary Easement	0.04
8606-903-0215C	158.00	Square Feet	Temporary Easement	0.00
8606-903-0217	0.04	Acres	Temporary Easement	0.04
8606-903-0217A	2,343.00	Square Feet	Temporary Easement	0.05
8606-903-0217B	1,230.00	Square Feet	Temporary Easement	0.03
8606-903-0218	6,115.00	Square Feet	Temporary Easement	0.14
8606-903-0218A	0.09	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
<b>Grand Total</b>	<b>3.66</b>





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2/10/2023  
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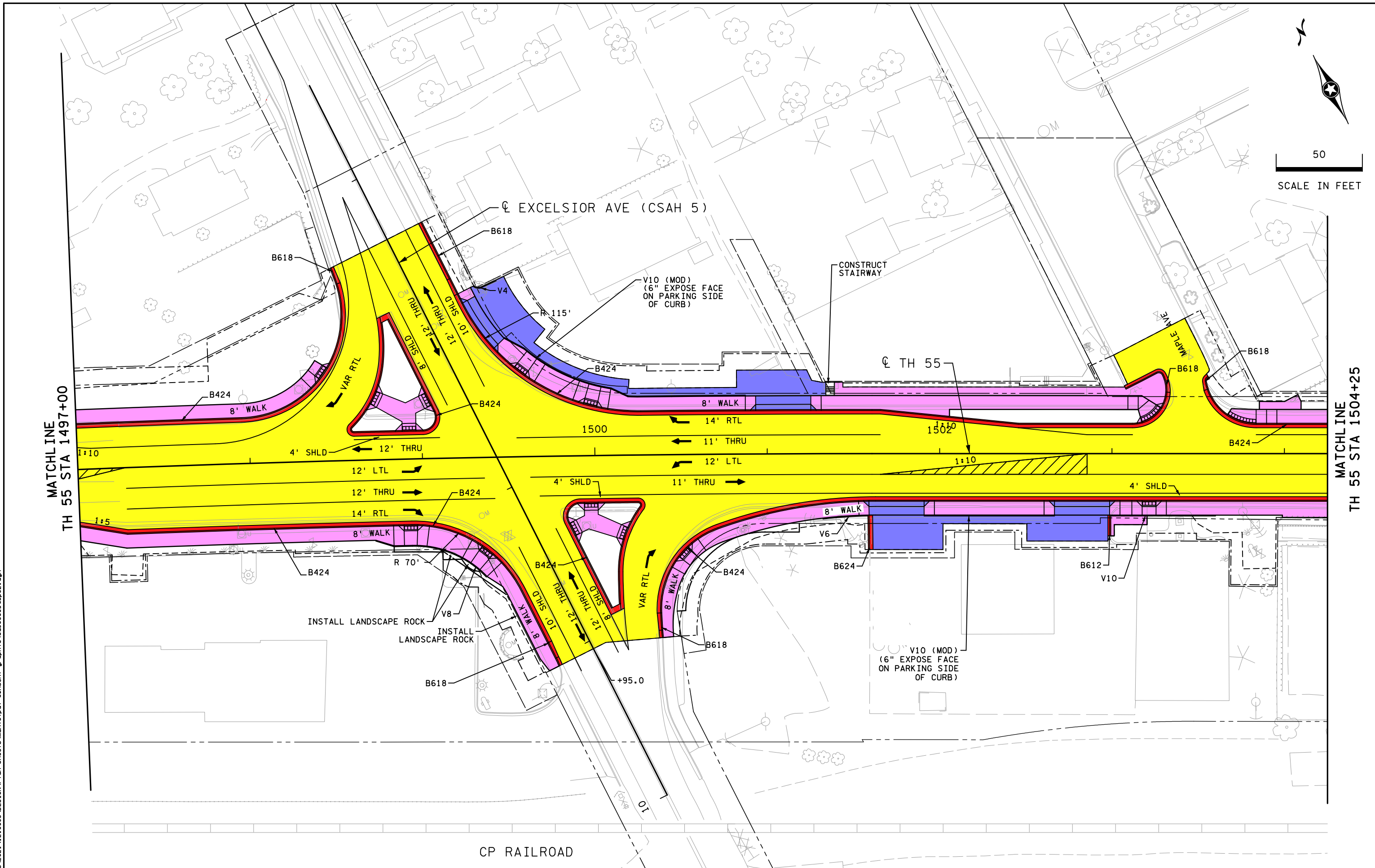
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MUNICIPAL CONSENT EXHIBIT  
TH 55 STA 1497+00 TO STA 1504+25

SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 2 OF 14 SHEETS





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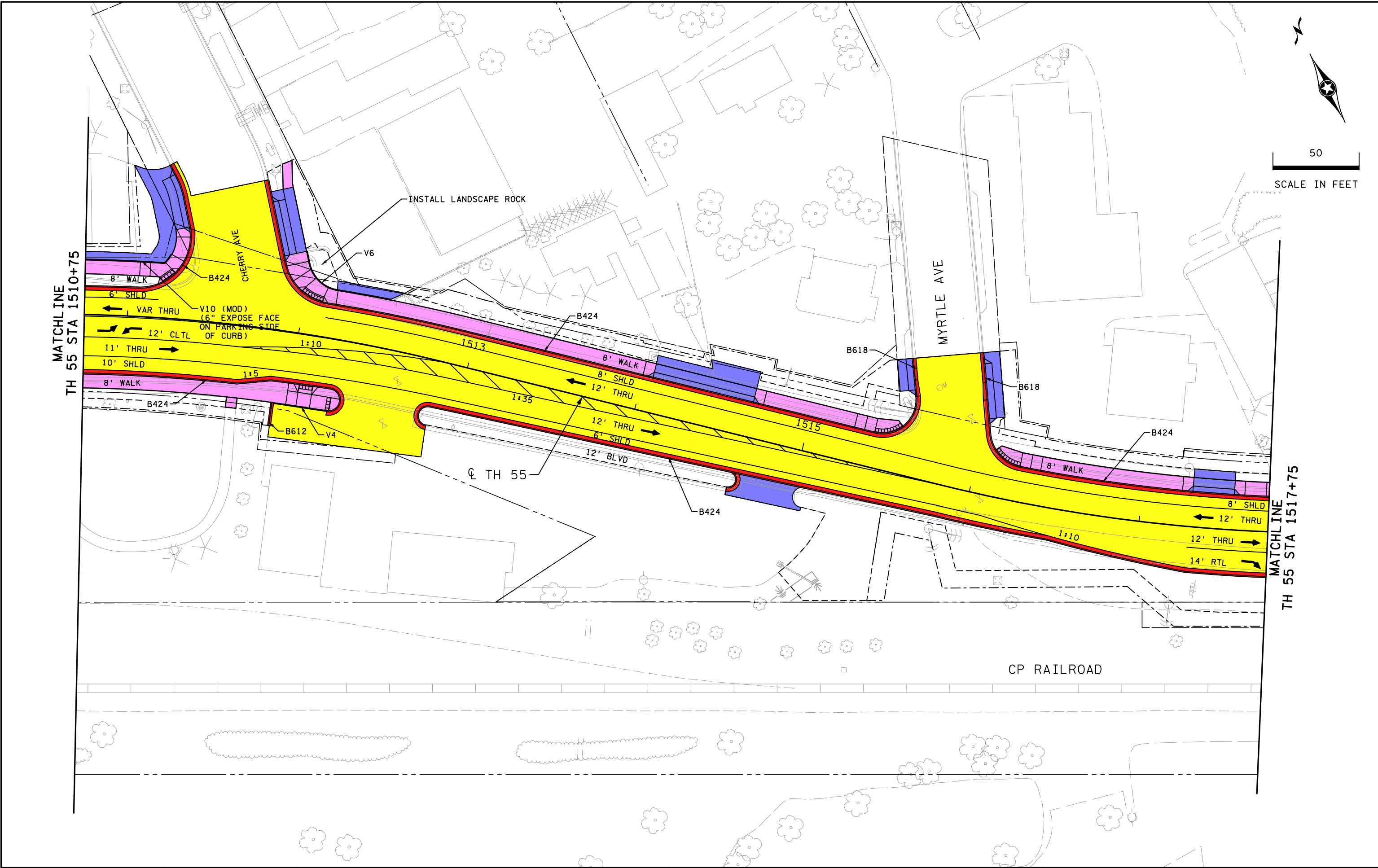
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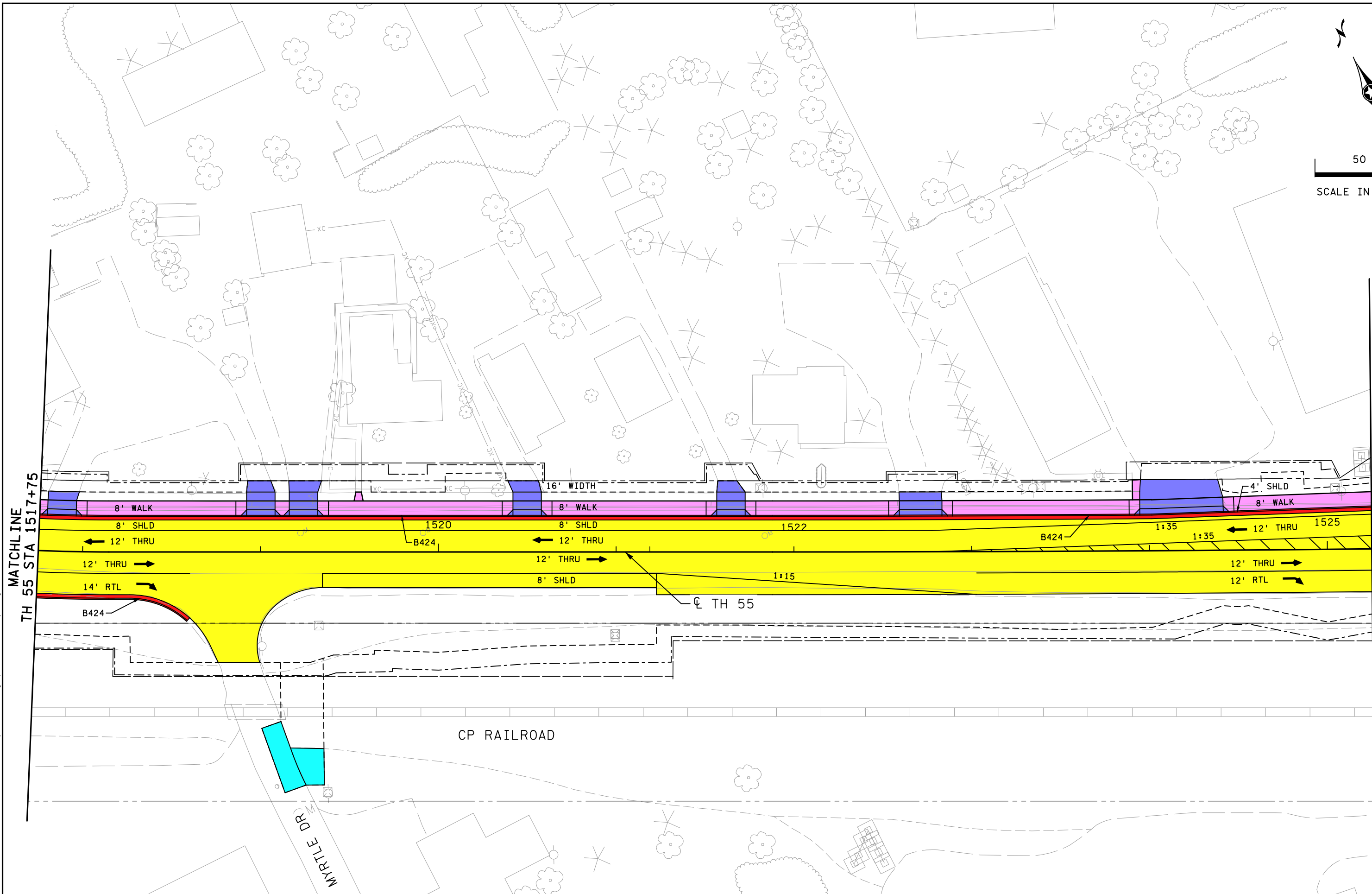
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SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 4 OF 14 SHEETS





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MUNICIPAL CONSENT EXHIBIT  
TH 55 STA 1517+75 TO STA 1525+25

SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 5 OF 14 SHEETS

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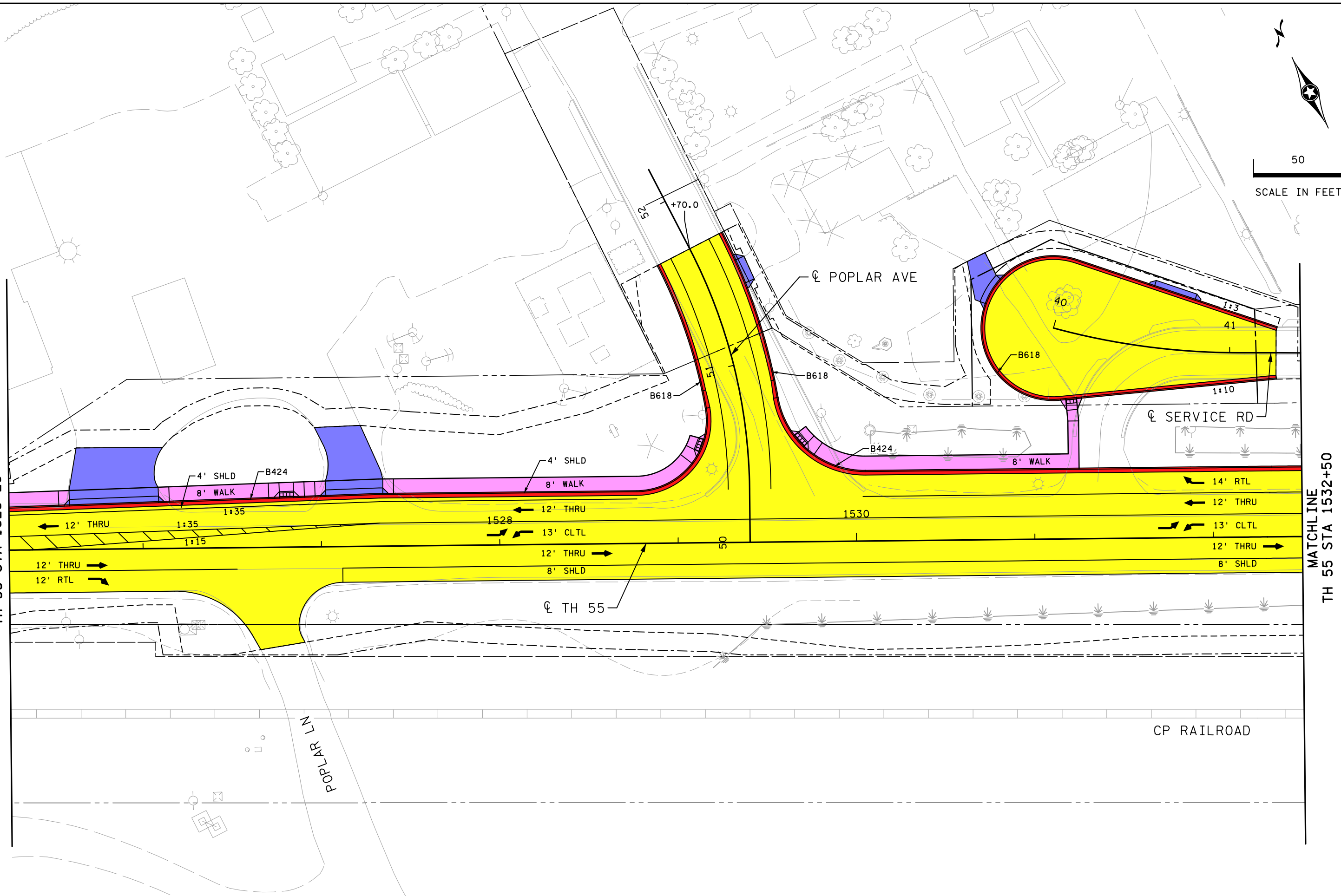
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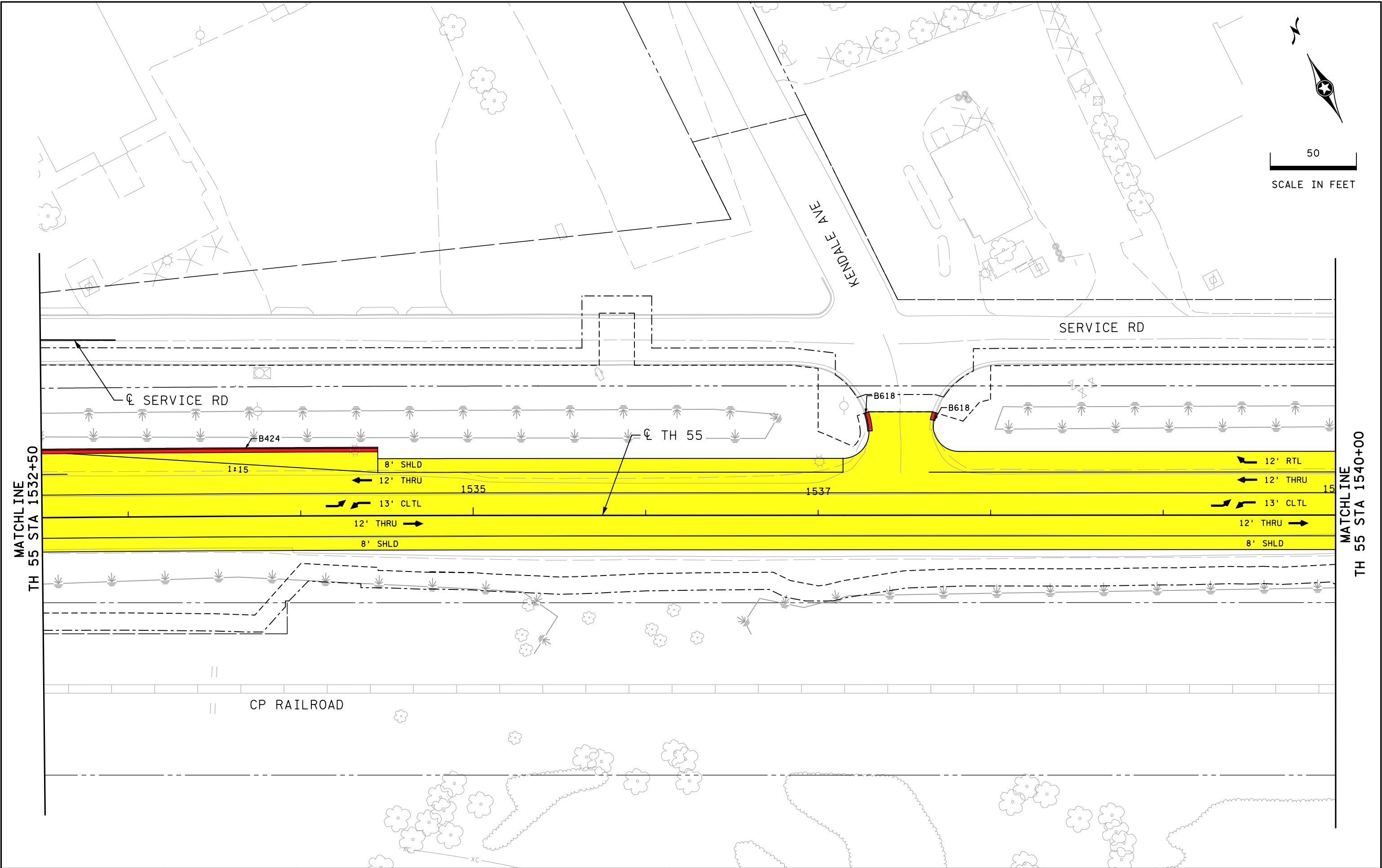
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SHEET NO. 6 OF 14 SHEETS

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TH 55 STA 1525+25

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TH 55 STA 1532+50



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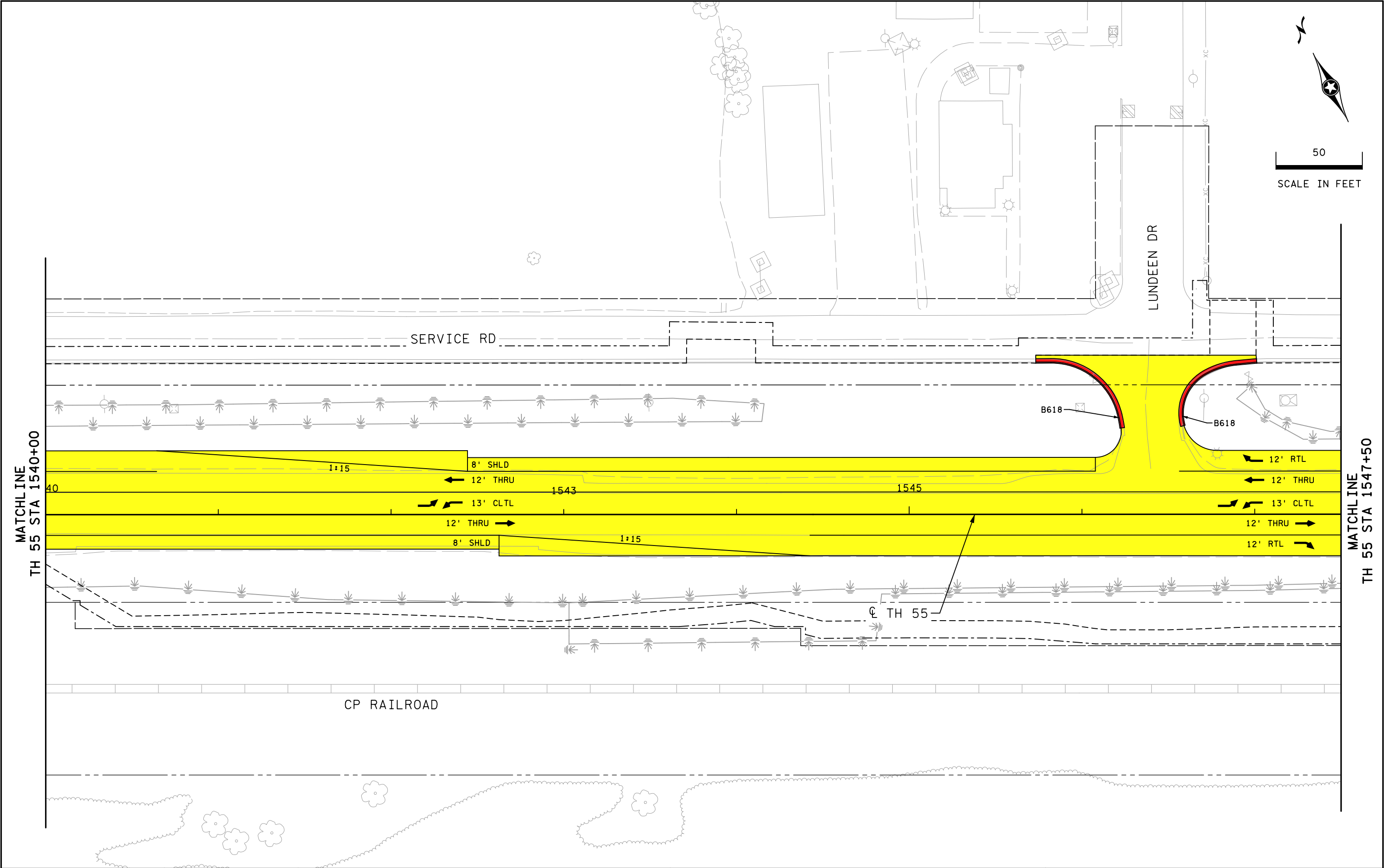
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MUNICIPAL CONSENT EXHIBIT  
TH 55 STA 1532+50 TO STA 1540+00

SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 7 OF 14 SHEETS

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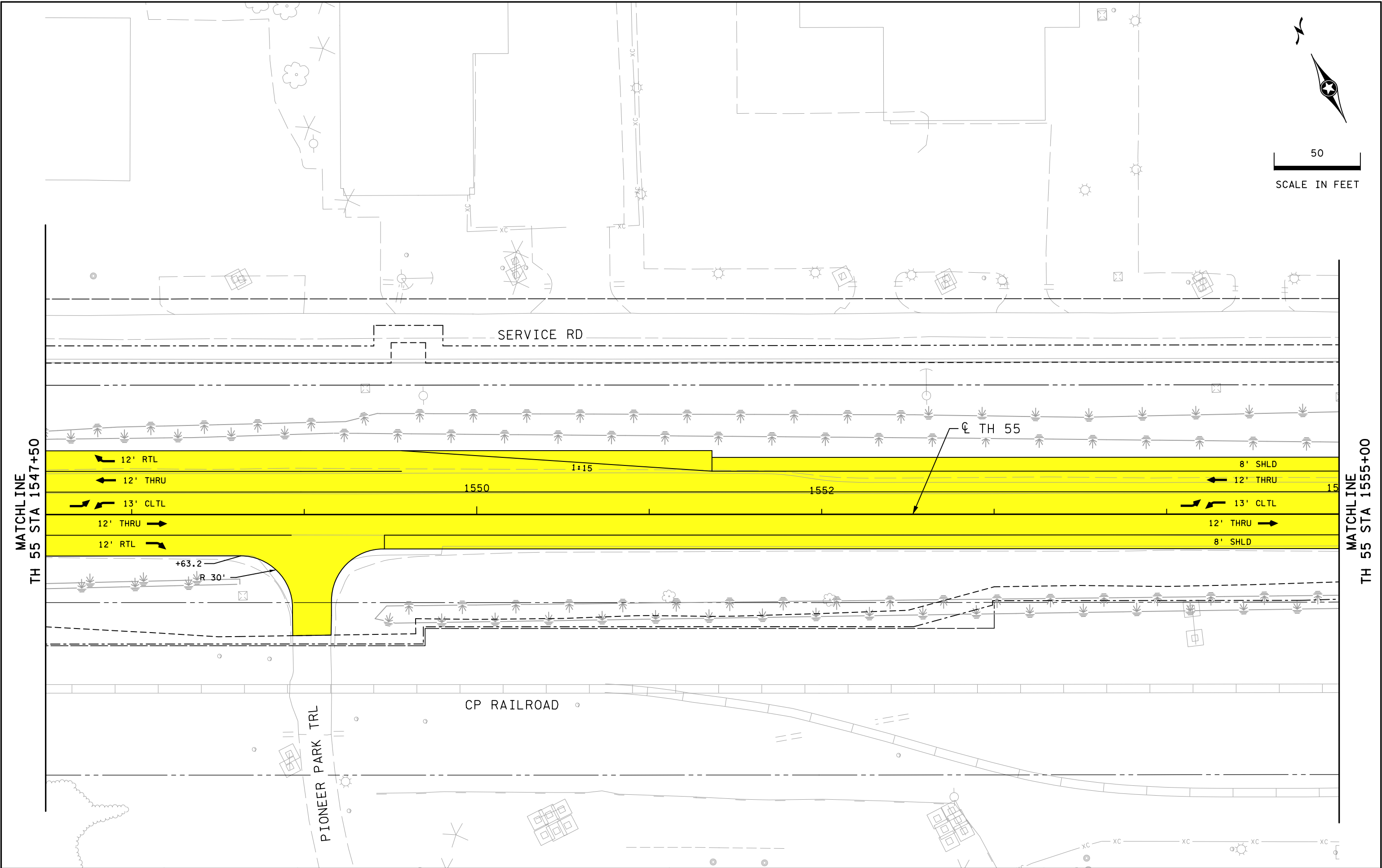
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SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 8 OF 14 SHEETS

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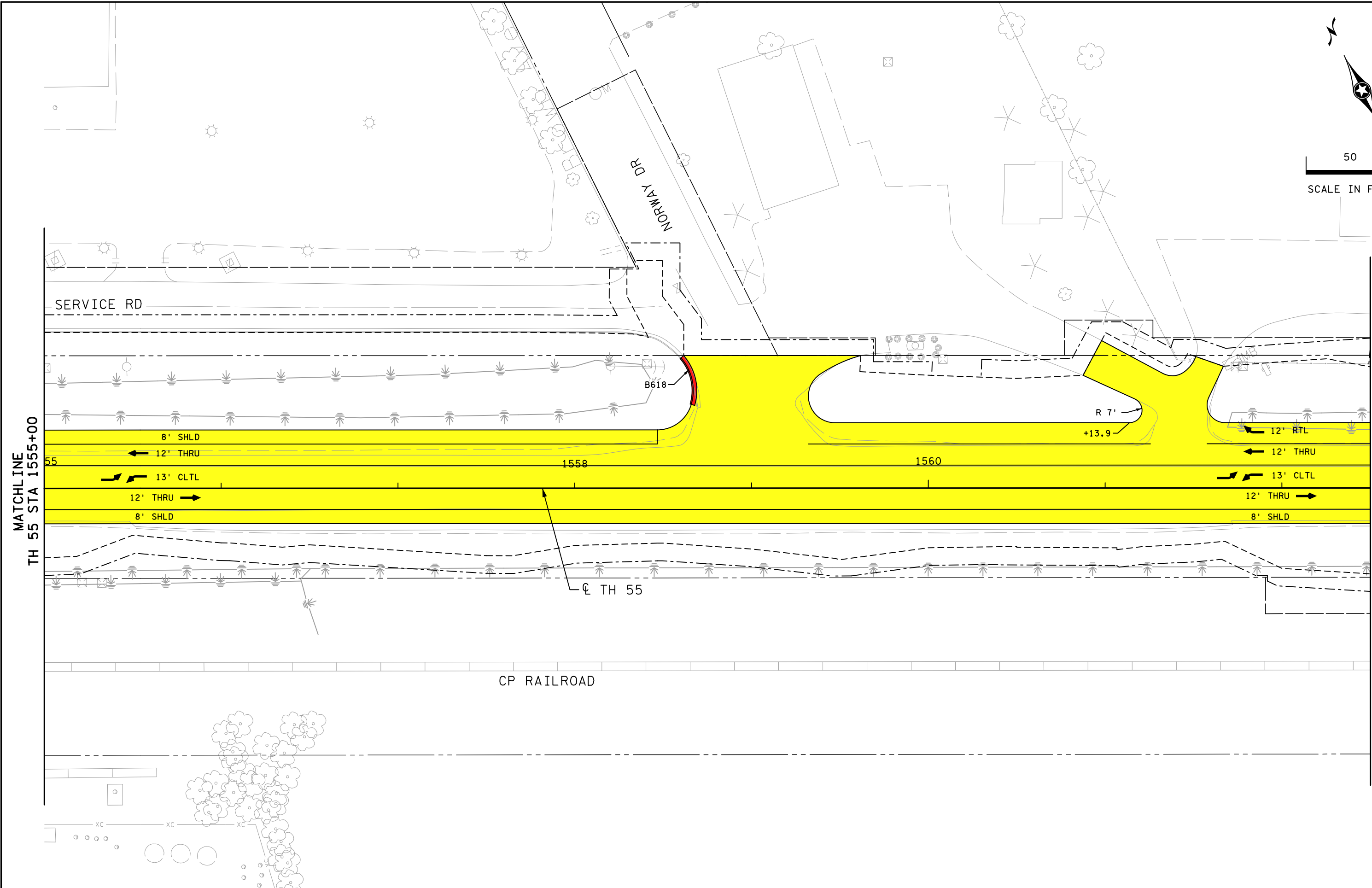
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MUNICIPAL CONSENT EXHIBIT  
TH 55 STA 1547+50 TO STA 1555+00

SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 9 OF 14 SHEETS



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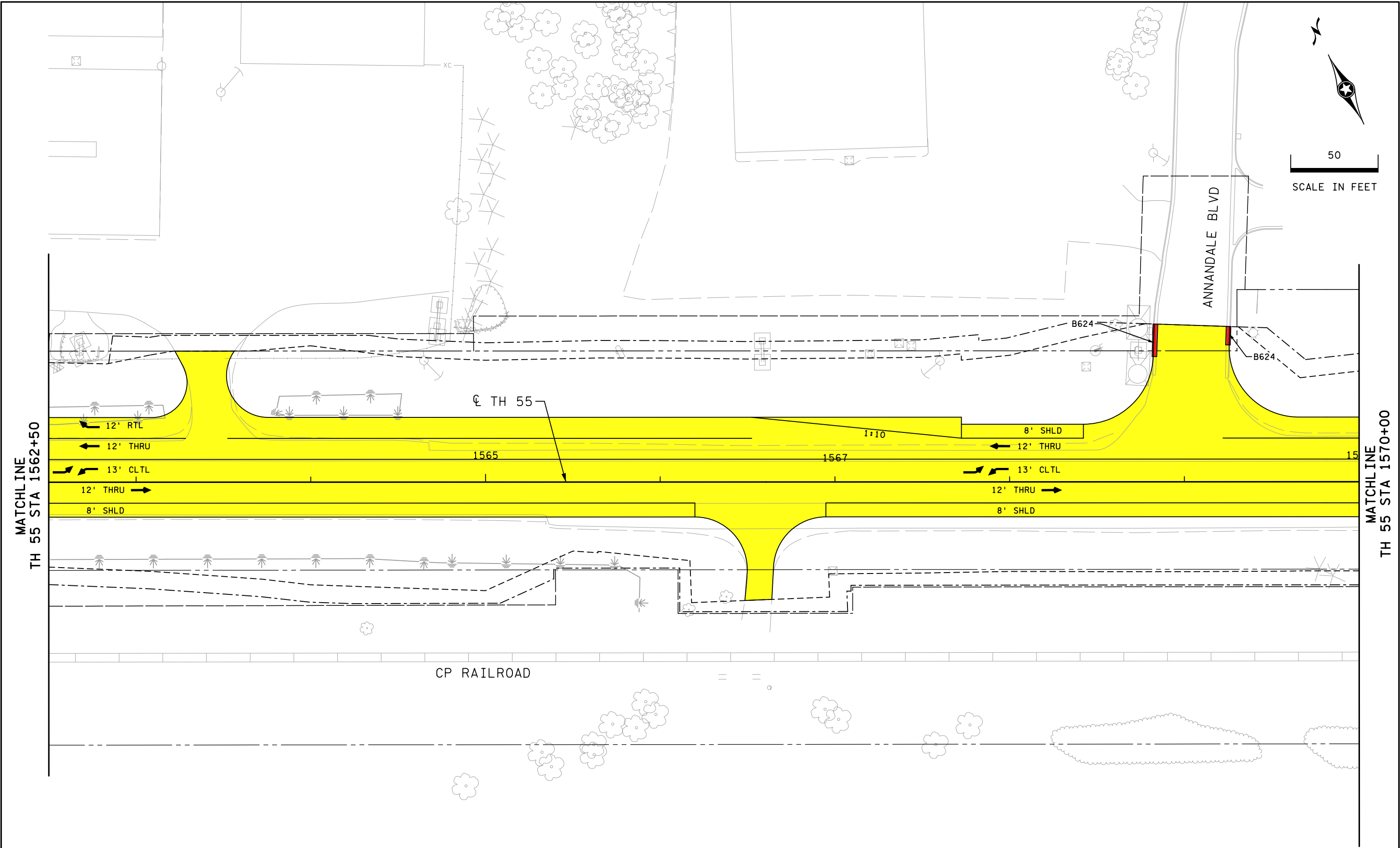
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MUNICIPAL CONSENT EXHIBIT  
TH 55 STA 1555+00 TO STA 1562+50

SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 10 OF 14 SHEETS

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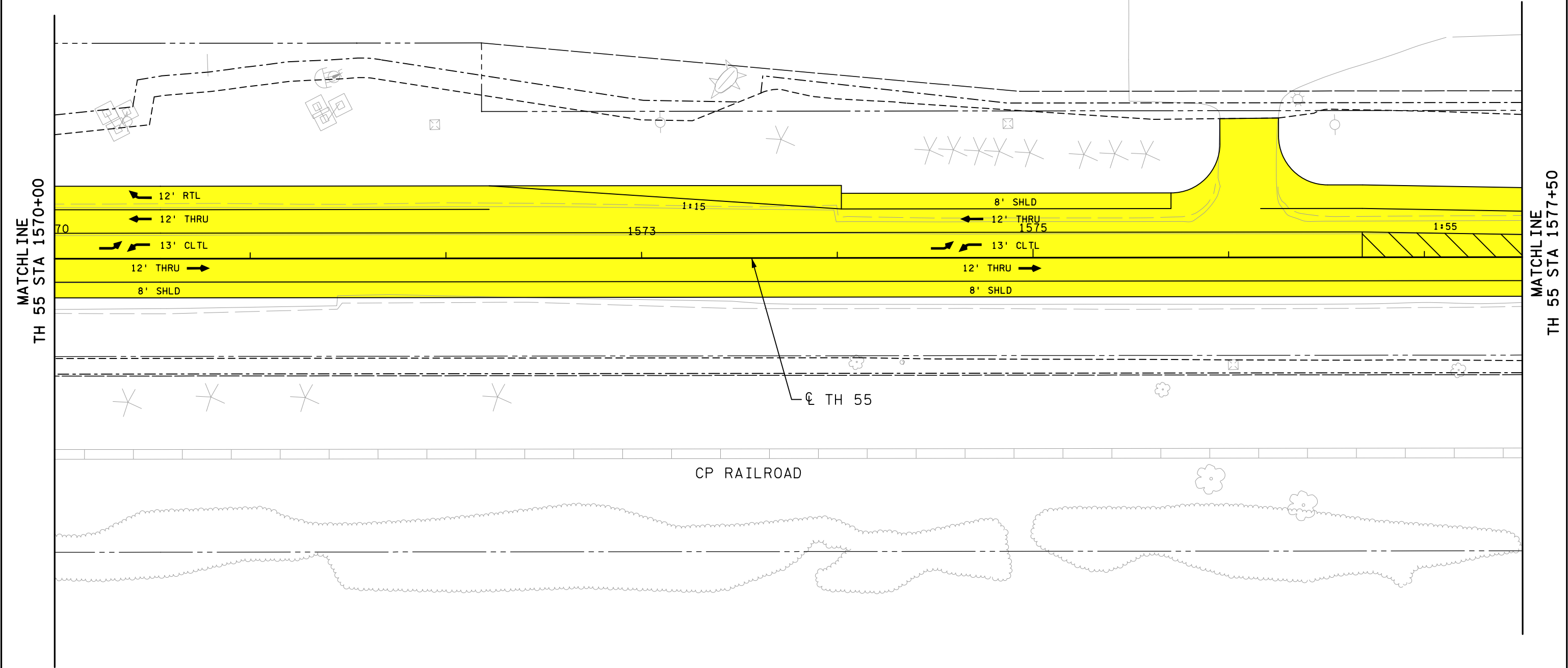
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MUNICIPAL CONSENT EXHIBIT  
TH 55 STA 1562+50 TO STA 1570+00

SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 11 OF 14 SHEETS

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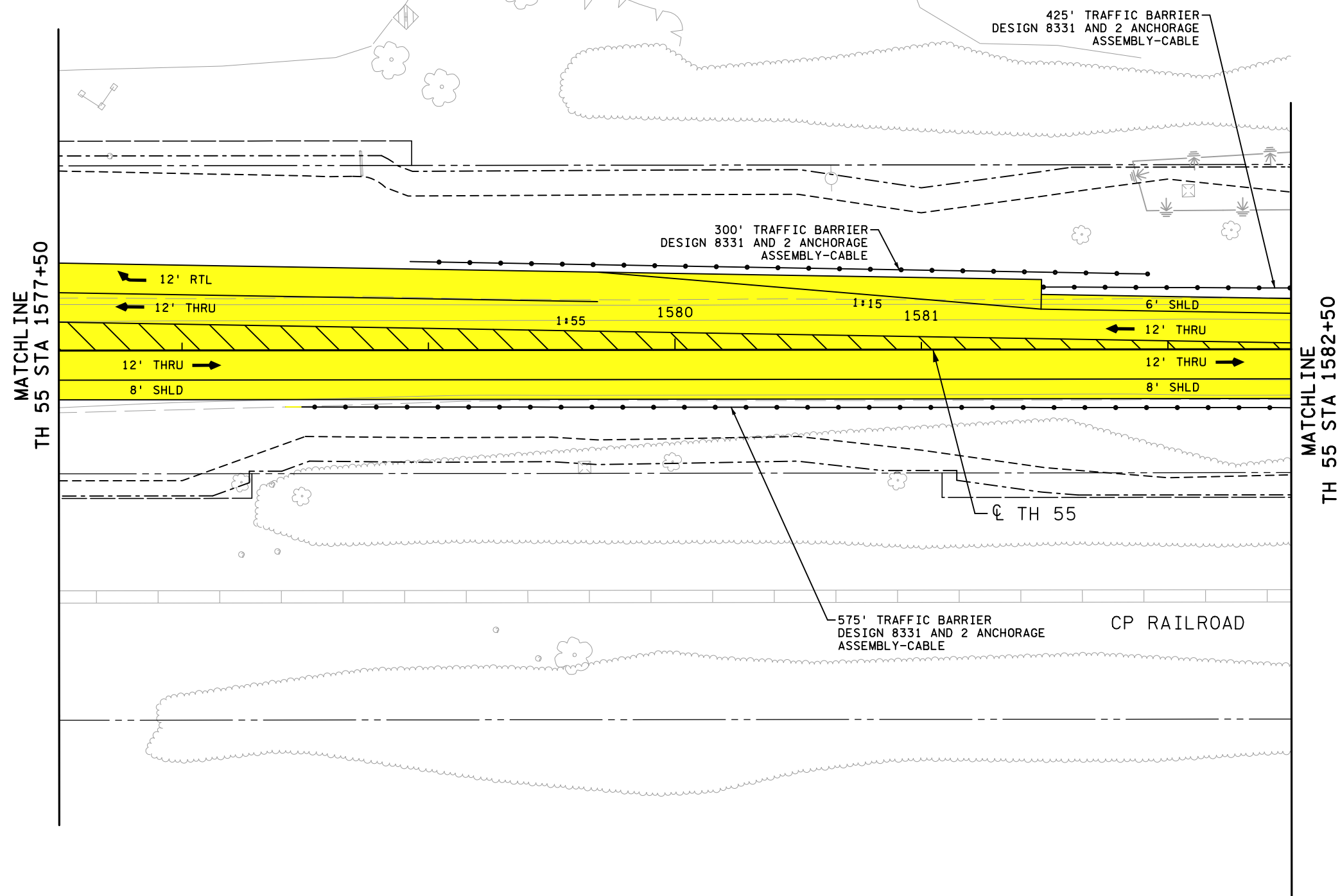
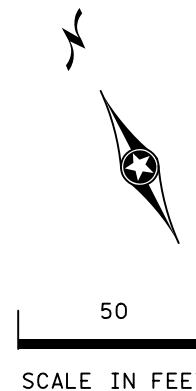


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MUNICIPAL CONSENT EXHIBIT  
TH 55 STA 1570+00 TO STA 1577+50

SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 12 OF 14 SHEETS



NO	DATE	DWN	CKD	REVISIONS



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BY ME OR UNDER MY DIRECT SUPERVISION AND THAT  
I AM A DULY LICENSED PROFESSIONAL ENGINEER  
UNDER THE LAWS OF THE STATE OF MINNESOTA.

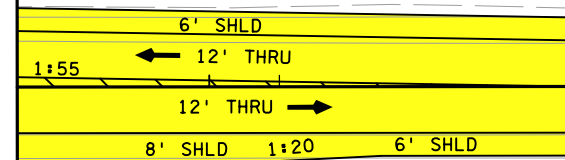
PRINT NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ME: **DRAFT** **DRAFT**  
E: **COPY** **COPY**  
LICENSE #

MUNICIPAL CONSENT EXHIBIT  
TH 55 STA 1577+50 TO STA 1582+50

SP 8606-63 (TH 55)/SAP 086-605-028				
SHEET NO.	13	OF	14	SHEETS

MATCHLINE  
TH 55 STA 1582+50



575' TRAFFIC BARRIER  
DESIGN 8331 AND 2 ANCHORAGE  
ASSEMBLY-CABLE

CP RAILROAD

425' TRAFFIC BARRIER  
DESIGN 8331 AND 2 ANCHORAGE  
ASSEMBLY-CABLE

CL TH 55  
STA 1585+73.80  
CL TH 55  
STA 1585+73.80

END SP 8606-63 (TH 55)  
TH 55 STA 1585+73.80

CP RAILROAD

50  
SCALE IN FEET

8/54/52 AM

2/10/2023  
C:\Users\2021\1210093\DESIGN\Plan Sheets\Municipal\consent\_graph\c0860663\_cp14.dgn

NO	DATE	DWN	CKD	REVISIONS



I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED  
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT  
I AM A DULY LICENSED PROFESSIONAL ENGINEER  
UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME:  
SIGNATURE:  
DATE:

DRAFT  
COPY  
DRAFT  
COPY

MUNICIPAL CONSENT EXHIBIT  
TH 55 STA 1582+50 TO END CONSTRUCTION

SP 8606-63 (TH 55)/SAP 086-605-028  
SHEET NO. 14 OF 14 SHEETS

# Minnesota Statutes

161.162 – 161.167

## 2013 Minnesota Statutes

### 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:** 2001 c 191 s 3; 2002 c 364 s 3

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## 2013 Minnesota Statutes

### 161.163 HIGHWAY PROJECT REVIEW.

Subdivision 1. **Projects requiring review.** Sections 161.162 to 161.167 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 161.162 to 161.167 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 161.162 to 161.167 limits the commissioner's discretion to determine priority and programming of trunk highway projects.

**History:** 2001 c 191 s 4

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## 2013 Minnesota Statutes

### 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

## 2013 Minnesota Statutes

### 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 161.164, subdivision 2.

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 161.164, subdivision 2.

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 161.164, subdivision 2.

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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## 2013 Minnesota Statutes

### 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 161.164, subdivision 2.

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 161.164, subdivision 2.

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 161.164, subdivision 2.

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 7

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## 2013 Minnesota Statutes

### **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

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# City Council Agenda

June 5, 2023

**Agenda Section:** Public Hearing

**Agenda No.** 4B

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Hemlock Improvements

**Core Strategy:**

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

---

**Background**

The City previously held a public hearing on the Hemlock Improvements. Due to the delay with the project receiving Federal Funds, the City is required to hold another hearing to meet Statute Requirements since it has been over one year since we held the prior hearing.

**Recommended Action**

No Action is Required

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**Attachments:**

None



## City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Agenda No.** 6A

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Auditing Claims

### Core Strategy:

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

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### Background

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

### Recommended Action

Approve Auditing Claims

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### Attachments:

Auditing Claims

## Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ALLINA HEALTH</b>								
4915	ALLINA HEALTH	4696-3152-543	EPI KITS AND NASAL NARCAN	04/21/2023	112.86	112.86	05/12/2023	
Total ALLINA HEALTH:					112.86	112.86		
<b>ALLINA HEALTH SYSTEM</b>								
100	ALLINA HEALTH SYSTEM	CI00036337	MEDICAL EDUCATION	05/01/2023	530.21	530.21	05/19/2023	
Total ALLINA HEALTH SYSTEM:					530.21	530.21		
<b>ANNANDALE AUTO CARE, LLC</b>								
188	ANNANDALE AUTO CARE, LLC	120540	TRUCK REPAIR	04/25/2023	284.55	284.55	05/12/2023	
Total ANNANDALE AUTO CARE, LLC:					284.55	284.55		
<b>ANNANDALE PARTS SUPPLY</b>								
192	ANNANDALE PARTS SUPPLY	127303867	FILTERS	03/28/2023	41.84	41.84	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127304065	SUPPLIES	03/31/2023	9.09	9.09	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127304361	OIL	04/06/2023	55.57	55.57	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127304520	PARTS	04/10/2023	17.98	17.98	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127304544	TOOLS SMALL EQUIPMENT	04/10/2023	13.88	13.88	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127304645	PARTS	04/11/2023	2.79	2.79	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127304737	PARTS	04/13/2023	20.57	20.57	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127304742	TRAILER PARTS	04/13/2023	79.58	79.58	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127304756	TRAILER PARTS	04/13/2023	24.46	24.46	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127305009	SUPPLIES	04/17/2023	18.18	18.18	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127305109	PARTS	04/18/2023	10.49	10.49	05/12/2023	
192	ANNANDALE PARTS SUPPLY	127306909	PARTS	05/12/2023	18.61	18.61	05/19/2023	
Total ANNANDALE PARTS SUPPLY:					313.04	313.04		
<b>ANNANDALE-MAPLE LAKE</b>								
230	ANNANDALE-MAPLE LAKE	APR23WWTP	APRIL FLOW	05/15/2023	77,735.00	77,735.00	05/31/2023	
Total ANNANDALE-MAPLE LAKE:					77,735.00	77,735.00		
<b>ARAMARK UNIFORM SERVICES</b>								
286	ARAMARK UNIFORM SERVICES	2530131889	PW UNIFORMS	04/20/2023	65.56	65.56	05/12/2023	
286	ARAMARK UNIFORM SERVICES	2530134391	SEWER UNIFORMS	04/27/2023	49.70	49.70	05/12/2023	
286	ARAMARK UNIFORM SERVICES	2530136911	PW UNIFORMS	05/04/2023	207.69	207.69	05/19/2023	
286	ARAMARK UNIFORM SERVICES	2530139695	SEWER UNIFORMS	05/11/2023	50.25	50.25	05/19/2023	
286	ARAMARK UNIFORM SERVICES	2530141968	PW UNIFORMS	05/18/2023	137.24	137.24	06/01/2023	
286	ARAMARK UNIFORM SERVICES	2530144568	WATER UNIFORMS	05/25/2023	48.34	48.34	05/31/2023	
Total ARAMARK UNIFORM SERVICES:					558.78	558.78		
<b>BERGLUND BAUMGARTNER KIMBALL &amp; GLASER</b>								
5194	BERGLUND BAUMGARTNER KI	APR23 SRVCS	BBKG PROSECUTION SERVICE	05/08/2023	1,939.59	1,939.59	05/19/2023	
Total BERGLUND BAUMGARTNER KIMBALL & GLASER:					1,939.59	1,939.59		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>BLUE CROSS BLUE SHIELD OF MN</b>								
5318	BLUE CROSS BLUE SHIELD OF	230501462147	INSURANCE	05/01/2023	65.22	65.22	05/19/2023	
Total BLUE CROSS BLUE SHIELD OF MN:					65.22	65.22		
<b>BURD, DAVID</b>								
5364	BURD, DAVID	051823	DT GRANT	05/18/2023	3,450.00	3,450.00	06/01/2023	
Total BURD, DAVID:					3,450.00	3,450.00		
<b>CARLSONS WHOLESALE GREENHOUSES LLC</b>								
5188	CARLSONS WHOLESALE GREE	2018	SUMMER ORDER	05/22/2023	2,499.80	2,499.80	05/22/2023	
Total CARLSONS WHOLESALE GREENHOUSES LLC:					2,499.80	2,499.80		
<b>CENTER POINT ENERGY</b>								
2511	CENTER POINT ENERGY	MAY23-240 PL	HOCKEY RINK	05/12/2023	68.39	68.39	05/31/2023	
2511	CENTER POINT ENERGY	MAY23-30 CE	CITY HALL	05/12/2023	341.27	341.27	05/31/2023	
2511	CENTER POINT ENERGY	MAY23-330 OA	PAVILION	05/12/2023	78.47	78.47	05/31/2023	
2511	CENTER POINT ENERGY	MAY23-340 PO	FD	05/12/2023	335.54	335.54	05/31/2023	
2511	CENTER POINT ENERGY	MAY23-350 PO	OLD PW SHOP	05/12/2023	38.84	38.84	05/31/2023	
2511	CENTER POINT ENERGY	MAY23-541 AS	WTP	05/12/2023	535.76	535.76	05/31/2023	
2511	CENTER POINT ENERGY	MAY23-551 PO	TC	05/12/2023	68.84	68.84	05/31/2023	
2511	CENTER POINT ENERGY	MAY23-74 OA	74 OAK A3	05/12/2023	46.24	46.24	05/31/2023	
2511	CENTER POINT ENERGY	MAY23-74 OA	74 OAK HSE	05/12/2023	89.93	89.93	05/31/2023	
Total CENTER POINT ENERGY:					1,603.28	1,603.28		
<b>CENTRA SOTA COOPERATIVE</b>								
646	CENTRA SOTA COOPERATIVE	4828226	FUEL - PW	05/13/2023	1,457.34	1,457.34	05/31/2023	
646	CENTRA SOTA COOPERATIVE	4828226	FUEL - STREETS	05/13/2023	506.90	506.90	05/31/2023	
646	CENTRA SOTA COOPERATIVE	4828226	FUEL - PARKS	05/13/2023	506.90	506.90	05/31/2023	
646	CENTRA SOTA COOPERATIVE	4828226	FUEL - WATER	05/13/2023	348.49	348.49	05/31/2023	
646	CENTRA SOTA COOPERATIVE	4828226	FUEL - SEWER	05/13/2023	348.50	348.50	05/31/2023	
Total CENTRA SOTA COOPERATIVE:					3,168.13	3,168.13		
<b>CENTRAL LAND TITLE</b>								
614	CENTRAL LAND TITLE	23-02004	PURCHASE OF PANDORA BUIL	05/11/2023	174,994.12	174,994.12	05/11/2023	
Total CENTRAL LAND TITLE :					174,994.12	174,994.12		
<b>CENTRAL LANDSCAPE SUPPLY</b>								
615	CENTRAL LANDSCAPE SUPPLY	152838	TREE	05/11/2023	2,179.27	2,179.27	05/11/2023	
Total CENTRAL LANDSCAPE SUPPLY:					2,179.27	2,179.27		
<b>CITY OF BUFFALO</b>								
710	CITY OF BUFFALO	4/30/23 BILL D	MONTHLY NET MOTION	04/30/2023	20.00	20.00	05/19/2023	
Total CITY OF BUFFALO:					20.00	20.00		
<b>CLASS A LEASING</b>								
5360	CLASS A LEASING	05092023	CDL TRAINING	05/09/2023	2,980.00	2,980.00	05/11/2023	
Total CLASS A LEASING:					2,980.00	2,980.00		



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CLASSIC CLEANING COMPANY</b>								
4889	CLASSIC CLEANING COMPANY	34777	FD	05/18/2023	245.00	245.00	05/31/2023	
4889	CLASSIC CLEANING COMPANY	34778	CITY HALL-	05/18/2023	673.75	673.75	05/31/2023	
4889	CLASSIC CLEANING COMPANY	34778	PD-	05/18/2023	147.00	147.00	05/31/2023	
4889	CLASSIC CLEANING COMPANY	34778	LIBRARY-	05/18/2023	404.25	404.25	05/31/2023	
4889	CLASSIC CLEANING COMPANY	34779	TC	05/18/2023	230.00	230.00	05/31/2023	
Total CLASSIC CLEANING COMPANY:					1,700.00	1,700.00		
<b>COLONIAL LIFE &amp; ACCIDENT</b>								
810	COLONIAL LIFE & ACCIDENT	749242406012	INSURANCE	06/01/2023	474.70	474.70	05/19/2023	
Total COLONIAL LIFE & ACCIDENT:					474.70	474.70		
<b>CORE &amp; MAIN LP</b>								
2635	CORE & MAIN LP	S747056	PARTS	05/16/2023	4,407.62	4,407.62	05/31/2023	
2635	CORE & MAIN LP	S864942	PARTS	05/17/2023	105.00	105.00	05/31/2023	
Total CORE & MAIN LP:					4,512.62	4,512.62		
<b>CROW RIVER FARM EQUIPMENT CO.</b>								
914	CROW RIVER FARM EQUIPMEN	206357	MATERIALS	04/14/2023	260.86	260.86	05/19/2023	
Total CROW RIVER FARM EQUIPMENT CO.:					260.86	260.86		
<b>CUSTOM TOWING</b>								
4839	CUSTOM TOWING	5124	TOW CHARGES - GUNDERSON	04/11/2023	400.00	400.00	05/19/2023	
Total CUSTOM TOWING:					400.00	400.00		
<b>CWP ENTERPRISES INC</b>								
4769	CWP ENTERPRISES INC	10498	HYDROLIC HOSE REPAIR	04/12/2023	516.46	516.46	05/12/2023	
4769	CWP ENTERPRISES INC	10509	HYDROLIC HOSE REPAIR	04/24/2023	152.86	152.86	05/12/2023	
4769	CWP ENTERPRISES INC	10619	HYDROLIC COUPLER	05/08/2023	126.87	126.87	06/01/2023	
4769	CWP ENTERPRISES INC	10673	PARTS	05/12/2023	21.86	21.86	05/19/2023	
Total CWP ENTERPRISES INC:					818.05	818.05		
<b>DELTA DENTAL</b>								
4793	DELTA DENTAL	CNS00012529	INSURANCE	06/01/2023	1,666.90	1,666.90	05/19/2023	
Total DELTA DENTAL:					1,666.90	1,666.90		
<b>DENNIS JOHNSTON AND CHAD KURZAHLS</b>								
5359	DENNIS JOHNSTON AND CHAD	RENT SUPPLE	RENT SUPPLEMENT-1	05/09/2023	6,300.00	6,300.00	05/09/2023	
Total DENNIS JOHNSTON AND CHAD KURZAHLS:					6,300.00	6,300.00		
<b>DEPUTY REGISTRAR #142</b>								
1010	DEPUTY REGISTRAR #142	052323	TITLE/REGISTRATION CHIEF 20	05/23/2023	50.32	50.32	05/25/2023	
Total DEPUTY REGISTRAR #142:					50.32	50.32		
<b>DIMAGGIO-BOOM, SUZANNE</b>								
5231	DIMAGGIO-BOOM, SUZANNE	2nd QTR- 2023	2ND QTR REIMB	06/01/2023	90.00	90.00	05/31/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total DIMAGGIO-BOOM, SUZANNE:					90.00	90.00		
<b>EARL F. ANDERSEN INC</b>								
170	EARL F. ANDERSEN INC	132625-IN	PARKING SIGNS	05/17/2023	168.95	168.95	05/19/2023	
Total EARL F. ANDERSEN INC:					168.95	168.95		
<b>EMERGENCY APPARATUS MAINT INC</b>								
1275	EMERGENCY APPARATUS MAI	126146	E12 ANNUAL MAINTENANCE	05/19/2023	265.00	265.00	05/31/2023	
1275	EMERGENCY APPARATUS MAI	126149	E12 ANNUAL MAINTENANCE	05/19/2023	265.00	265.00	05/31/2023	
1275	EMERGENCY APPARATUS MAI	126153	T12 REPAIR	05/19/2023	265.00	265.00	05/31/2023	
1275	EMERGENCY APPARATUS MAI	127263	E12 REPAIR	05/19/2023	534.46	534.46	05/31/2023	
Total EMERGENCY APPARATUS MAINT INC:					1,329.46	1,329.46		
<b>ENGFER, NANCY</b>								
1315	ENGFER, NANCY	2nd QTR- 2023	2ND QTR REIMB	06/01/2023	90.00	90.00	05/31/2023	
Total ENGFER, NANCY:					90.00	90.00		
<b>EPA AUDIO VISUAL, INC.</b>								
1321	EPA AUDIO VISUAL, INC.	201870	AV EQUIPMENT	05/22/2023	574.00	574.00	05/31/2023	
Total EPA AUDIO VISUAL, INC.:					574.00	574.00		
<b>FARM RITE EQUIPMENT INC</b>								
1336	FARM RITE EQUIPMENT INC	P74443	BOBCAT REPAIR	04/28/2023	231.28	231.28	05/12/2023	
1336	FARM RITE EQUIPMENT INC	P74846	BOBCAT REPAIR	05/18/2023	986.99	986.99	05/25/2023	
1336	FARM RITE EQUIPMENT INC	W25904	BOBCAT REPAIR	05/01/2023	219.62	219.62	05/12/2023	
Total FARM RITE EQUIPMENT INC:					1,437.89	1,437.89		
<b>FASTENAL COMPANY</b>								
1338	FASTENAL COMPANY	MNMON14409	SUPPLIES	05/17/2023	164.22	164.22	05/31/2023	
Total FASTENAL COMPANY:					164.22	164.22		
<b>FAUST, MITCHELL L</b>								
5136	FAUST, MITCHELL L	2023- reimb	VEHICLE DAMAGE CLAIM REIM	05/11/2023	1,437.67	1,437.67	05/11/2023	
Total FAUST, MITCHELL L:					1,437.67	1,437.67		
<b>FRENCH LAKE AUTO PARTS</b>								
1490	FRENCH LAKE AUTO PARTS	352157	ALL CITY CLEAN UP TIRE DISP	05/08/2023	260.00	260.00	05/31/2023	
Total FRENCH LAKE AUTO PARTS:					260.00	260.00		
<b>GOFF, JUSTIN</b>								
5230	GOFF, JUSTIN	050423	UNIFORM ALLOWANCE - GOFF	05/04/2023	55.50	55.50	05/19/2023	
5230	GOFF, JUSTIN	2nd QTR- 2023	2ND QTR REIMB	06/01/2023	90.00	90.00	05/31/2023	
Total GOFF, JUSTIN:					145.50	145.50		
<b>GOODIN COMPANY</b>								
1611	GOODIN COMPANY	5351622-00	BACK FLOW PREVENTER	05/17/2023	928.69	928.69	05/31/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total GOODIN COMPANY:					928.69	928.69		
<b>GRAINGER INC, W W</b>								
1660	GRAINGER INC, W W	9683010087	PARTS	04/21/2023	5.79	5.79	05/12/2023	
1660	GRAINGER INC, W W	9686730202	SUPPLIES	04/25/2023	27.30	27.30	05/12/2023	
1660	GRAINGER INC, W W	9704984187	LIGHT	05/12/2023	111.73	111.73	05/19/2023	
1660	GRAINGER INC, W W	9705711159	BATTERIES	05/12/2023	86.64	86.64	05/19/2023	
1660	GRAINGER INC, W W	9706673770	TRASH BAGS	05/15/2023	48.44	48.44	05/19/2023	
1660	GRAINGER INC, W W	9711326166	LIGHT BULBS	05/18/2023	70.16	70.16	05/31/2023	
1660	GRAINGER INC, W W	9717210588	SUPPLIES	05/23/2023	241.82	241.82	05/31/2023	
Total GRAINGER INC, W W:					591.88	591.88		
<b>HACH COMPANY</b>								
1690	HACH COMPANY	13576285	CHEMICALS	05/09/2023	382.17	382.17	05/19/2023	
1690	HACH COMPANY	13581787	CHEMICALS	05/12/2023	54.65	54.65	05/31/2023	
Total HACH COMPANY:					436.82	436.82		
<b>HAWKINS, INC.</b>								
1710	HAWKINS, INC.	6471447	CHEMICALS WTP	05/15/2023	20.00	20.00	05/19/2023	
Total HAWKINS, INC.:					20.00	20.00		
<b>HINNENKAMP, KELLY</b>								
4728	HINNENKAMP, KELLY	2nd QTR- 2023	2ND QTR REIMB	06/01/2023	150.00	150.00	05/31/2023	
Total HINNENKAMP, KELLY:					150.00	150.00		
<b>INNOVATIVE OFFICE SOLUTIONS LLC</b>								
5296	INNOVATIVE OFFICE SOLUTION	IN4193141	ADMIN OFFICE SUPPLIES	05/10/2023	49.10	49.10	05/19/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4197885	PD OFFICE SUPPLIES	05/15/2023	62.88	62.88	05/19/2023	
Total INNOVATIVE OFFICE SOLUTIONS LLC:					111.98	111.98		
<b>INTERSTATE ALL BATTERY CENTERS</b>								
4817	INTERSTATE ALL BATTERY CEN	191170100674	PD BATTERIES	03/01/2023	41.85	41.85	05/12/2023	
Total INTERSTATE ALL BATTERY CENTERS:					41.85	41.85		
<b>Int'l Union of Operating Eng, Local 49</b>								
5274	Int'l Union of Operating Eng, Local	APT23 DUES	UNION DUES	05/02/2023	306.00	306.00	05/19/2023	
Total Int'l Union of Operating Eng, Local 49:					306.00	306.00		
<b>JOVANOVIH, DEGE &amp; ATHMANN PA</b>								
4716	JOVANOVIH, DEGE & ATHMAN	26095	DOWNTOWN	04/30/2023	247.50	247.50	05/19/2023	
4716	JOVANOVIH, DEGE & ATHMAN	26095	GENERAL	04/30/2023	90.00	90.00	05/19/2023	
4716	JOVANOVIH, DEGE & ATHMAN	26095	PD LEGAL EXPENSE	04/30/2023	157.50	157.50	05/19/2023	
4716	JOVANOVIH, DEGE & ATHMAN	26095	OAA	04/30/2023	22.50	22.50	05/19/2023	
4716	JOVANOVIH, DEGE & ATHMAN	26095	STANG DA	04/30/2023	90.00	90.00	05/19/2023	
Total JOVANOVIH, DEGE & ATHMANN PA:					607.50	607.50		
<b>KAZ HARDWARE &amp; RENTAL</b>								
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	1.65	1.65	05/31/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	32.61	32.61	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	37.59	37.59	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	7.99	7.99	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PD SUPPLIES	04/30/2023	5.79	5.79	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	6.99	6.99	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	11.67	11.67	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	5.28	5.28	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	1.20	1.20	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	WATER SUPPLIES	04/30/2023	9.78	9.78	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	WATER SUPPLIES	04/30/2023	6.98	6.98	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PD SUPPLIES	04/30/2023	19.99	19.99	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	.69	.69	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	54.35	54.35	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	FD SUPPLIES	04/30/2023	9.98	9.98	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	8.99	8.99	05/31/2023	
1990	KAZ HARDWARE & RENTAL	APR2023	PW SUPPLIES	04/30/2023	22.99	22.99	05/31/2023	
Total KAZ HARDWARE & RENTAL:					244.52	244.52		
<b>KNIFE RIVER CORPORATION</b>								
2009	KNIFE RIVER CORPORATION	997506	CONCRETE	05/10/2023	460.25	460.25	05/19/2023	
Total KNIFE RIVER CORPORATION:					460.25	460.25		
<b>LAKE REGION CO-OP OIL ASSN</b>								
2050	LAKE REGION CO-OP OIL ASSN	43023-ACCT03	GRASS SEED	04/30/2023	310.97	310.97	05/19/2023	
Total LAKE REGION CO-OP OIL ASSN:					310.97	310.97		
<b>LAKE RESTORATION, INC.</b>								
2051	LAKE RESTORATION, INC.	SO012745	CHEMICALS	05/16/2023	323.00	323.00	05/19/2023	
Total LAKE RESTORATION, INC.:					323.00	323.00		
<b>LAKESIDE GARDEN CENTER</b>								
5362	LAKESIDE GARDEN CENTER	052223	SUMMER ORDER	05/22/2023	834.82	834.82	05/22/2023	
Total LAKESIDE GARDEN CENTER:					834.82	834.82		
<b>LUNDEEN BROS INC</b>								
2190	LUNDEEN BROS INC	37219	SQUAD MAINTENANCE	05/10/2023	56.23	56.23	05/19/2023	
Total LUNDEEN BROS INC:					56.23	56.23		
<b>M &amp; M EXPRESS SALES &amp; SERVICE</b>								
2211	M & M EXPRESS SALES & SER	431747	GENERATOR REPAIR	03/24/2023	1.71	1.71	05/12/2023	
2211	M & M EXPRESS SALES & SER	436374	CHAIN SAW REPAIR	04/28/2023	81.08	81.08	05/12/2023	
2211	M & M EXPRESS SALES & SER	436379	MOWER PARTS	04/28/2023	675.99	675.99	05/12/2023	
Total M & M EXPRESS SALES & SERVICE:					758.78	758.78		
<b>MARK'S STUMP CHIPPING &amp; BOBCAT LLC</b>								
2274	MARK'S STUMP CHIPPING & B	2325	STUMP GRINDING	05/18/2023	200.00	200.00	05/31/2023	
Total MARK'S STUMP CHIPPING & BOBCAT LLC:					200.00	200.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>MED COMPASS</b>								
2349	MED COMPASS	43385	HASMAT PHYSICAL/HEARING/V	05/08/2023	4,430.00	4,430.00	05/22/2023	
Total MED COMPASS:					4,430.00	4,430.00		
<b>MINNESOTA COMPUTER SYSTEMS INC</b>								
2525	MINNESOTA COMPUTER SYST	372376	ADMIN COPIER	05/25/2023	70.00	70.00	05/31/2023	
2525	MINNESOTA COMPUTER SYST	372376	DMV COPEIR	05/25/2023	40.00	40.00	05/31/2023	
2525	MINNESOTA COMPUTER SYST	372376	ADMIN COPIER OVERAGE	05/25/2023	4.74	4.74	05/31/2023	
2525	MINNESOTA COMPUTER SYST	372376	DMV COPIER OVERAGE	05/25/2023	258.54	258.54	05/31/2023	
2525	MINNESOTA COMPUTER SYST	372377	PW COPIER	05/25/2023	20.00	20.00	05/31/2023	
Total MINNESOTA COMPUTER SYSTEMS INC:					393.28	393.28		
<b>MINNESOTA UI</b>								
4771	MINNESOTA UI	050823	UNEMPLOYMENT BENEFIT	05/08/2023	63.69	63.69	05/08/2023	
Total MINNESOTA UI:					63.69	63.69		
<b>MN DEED - BCD</b>								
2572	MN DEED - BCD	JUN23	LOAN REPAYMENT - EA SWEEN	06/01/2023	1,607.15	1,607.15	05/19/2023	
Total MN DEED - BCD:					1,607.15	1,607.15		
<b>MN DEPARTMENT OF HEALTH</b>								
2576	MN DEPARTMENT OF HEALTH	2023 2nd QUA	1ST QTR. WATER CONNECTION	05/12/2023	2,714.00	2,714.00	05/19/2023	
Total MN DEPARTMENT OF HEALTH:					2,714.00	2,714.00		
<b>MN DEPT. OF REVENUE</b>								
2599	MN DEPT. OF REVENUE	APR23	SALES TAX	05/16/2023	96.52	96.52	05/16/2023	
2599	MN DEPT. OF REVENUE	APR23	SALES TAX	05/16/2023	14.99	14.99	05/16/2023	
2599	MN DEPT. OF REVENUE	APR23	SALES TAX	05/16/2023	77.50	77.50	05/16/2023	
2599	MN DEPT. OF REVENUE	APR23	SALES TAX	05/16/2023	683.86	683.86	05/16/2023	
2599	MN DEPT. OF REVENUE	APR23	SALES TAX	05/16/2023	1,256.88	1,256.88	05/16/2023	
2599	MN DEPT. OF REVENUE	APR23	SALES TAX	05/16/2023	1.25	1.25	05/16/2023	
Total MN DEPT. OF REVENUE:					2,131.00	2,131.00		
<b>MN PEIP</b>								
5068	MN PEIP	1280611	INSURANCE	05/10/2023	19,554.42	19,554.42	05/19/2023	
Total MN PEIP:					19,554.42	19,554.42		
<b>NCPERS GROUP LIFE INS</b>								
4752	NCPERS GROUP LIFE INS	994901062023	INSURANCE	05/01/2023	16.00	16.00	05/19/2023	
Total NCPERS GROUP LIFE INS:					16.00	16.00		
<b>NELSON ELECTRIC MOTOR REPAIR</b>								
2765	NELSON ELECTRIC MOTOR RE	2427	LIFT STATION REPAIR	05/04/2023	400.00	400.00	05/19/2023	
Total NELSON ELECTRIC MOTOR REPAIR:					400.00	400.00		
<b>NEW LANE FINANCE</b>								
5185	NEW LANE FINANCE	71385-11/05/20	CITY HALL	05/15/2023	81.67	81.67	05/19/2023	
5185	NEW LANE FINANCE	71385-11/05/20	PD PHONE	05/15/2023	81.66	81.66	05/19/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5185	NEW LANE FINANCE	71385-11/05/20	DMV PHONE	05/15/2023	81.67	81.67	05/19/2023	
Total NEW LANE FINANCE:					245.00	245.00		
<b>NICKA, KIRBY</b>								
5178	NICKA, KIRBY	2nd QTR- 2023	2ND QTR REIMB	06/01/2023	90.00	90.00	05/31/2023	
Total NICKA, KIRBY:					90.00	90.00		
<b>NORTHWEST ASSOC CONSULTANT INC</b>								
2832	NORTHWEST ASSOC CONSULT	26263	PARKING ORDINANCE	05/05/2023	1,507.80	1,507.80	05/19/2023	
2832	NORTHWEST ASSOC CONSULT	26263	STANG PLAT REVISION	05/05/2023	129.00	129.00	05/19/2023	
2832	NORTHWEST ASSOC CONSULT	26263	TRIPLETT FARMS REVISION	05/05/2023	129.00	129.00	05/19/2023	
Total NORTHWEST ASSOC CONSULTANT INC:					1,765.80	1,765.80		
<b>PLAN IT SOFTWARE LLC</b>								
5361	PLAN IT SOFTWARE LLC	23Plan-It-1057	ANNUAL LICENSE	05/11/2023	800.00	800.00	05/19/2023	
Total PLAN IT SOFTWARE LLC:					800.00	800.00		
<b>S.W. INC. (DISTRIB./RECYCLE)</b>								
3157	S.W. INC. (DISTRIB./RECYCLE)	11000	APPLIANCE RECYCLE	05/08/2023	620.00	620.00	05/31/2023	
Total S.W. INC. (DISTRIB./RECYCLE):					620.00	620.00		
<b>SHARETECH</b>								
5331	SHARETECH	13706	ADMIN MONTHLY CONTRACT- 1	05/10/2023	172.33	172.33	05/19/2023	
5331	SHARETECH	13706	DMV MONTHLY CONTRACT- 15	05/10/2023	172.33	172.33	05/19/2023	
5331	SHARETECH	13706	FD MONTHLY CONTRACT- 20%	05/10/2023	229.78	229.78	05/19/2023	
5331	SHARETECH	13706	PD MONTHLY CONTRACT- 40%	05/10/2023	459.60	459.60	05/19/2023	
5331	SHARETECH	13706	PW MONTHLY CONTRACT- 10%	05/10/2023	114.89	114.89	05/19/2023	
Total SHARETECH:					1,148.93	1,148.93		
<b>SHINGOBEE BUILDERS, INC.</b>								
4011	SHINGOBEE BUILDERS, INC.	22034 APP05	CITY HALL PROJECT- PAY APP5	05/09/2023	3,446.32	3,446.32	05/19/2023	
Total SHINGOBEE BUILDERS, INC.:					3,446.32	3,446.32		
<b>STANDAFER, PETER</b>								
4062	STANDAFER, PETER	2nd QTR- 2023	2ND QTR REIMB	06/01/2023	150.00	150.00	05/31/2023	
Total STANDAFER, PETER:					150.00	150.00		
<b>STATE FARM INSURANCE</b>								
5363	STATE FARM INSURANCE	051823	DT GRANT	05/18/2023	3,450.00	3,450.00	05/31/2023	
Total STATE FARM INSURANCE:					3,450.00	3,450.00		
<b>SUMMIT FIRE PROTECTION</b>								
4040	SUMMIT FIRE PROTECTION	150028698	ANNUAL FIRE ALARM INSP	04/21/2023	451.25	451.25	05/12/2023	
4040	SUMMIT FIRE PROTECTION	150029130	FIRE SPRINKLER INSPECTION	04/30/2023	358.75	358.75	05/19/2023	
4040	SUMMIT FIRE PROTECTION	150029185	ANNUAL FIRE ALARM INSP	04/30/2023	398.00	398.00	05/19/2023	
Total SUMMIT FIRE PROTECTION:					1,208.00	1,208.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>TASC</b>								
4222	TASC	IN2727098	ADMIN FEES	04/17/2023	446.00	446.00	06/01/2023	
Total TASC:					446.00	446.00		
<b>TELECOM BROADBAND SOLUTIONS LLC (TBSOA)</b>								
5186	TELECOM BROADBAND SOLUT	3849	CITY PHONES	05/03/2023	99.55	99.55	05/19/2023	
5186	TELECOM BROADBAND SOLUT	3849	DMV PHONES	05/03/2023	99.55	99.55	05/19/2023	
5186	TELECOM BROADBAND SOLUT	3849	PD PHONES	05/03/2023	99.55	99.55	05/19/2023	
Total TELECOM BROADBAND SOLUTIONS LLC (TBSOA):					298.65	298.65		
<b>TOWNSEND, KRIS</b>								
4224	TOWNSEND, KRIS	051423	SUPPLIES	05/14/2023	60.81	60.81	05/19/2023	
4224	TOWNSEND, KRIS	2nd QTR- 2023	2ND QTR REIMB	06/01/2023	150.00	150.00	05/31/2023	
Total TOWNSEND, KRIS:					210.81	210.81		
<b>TRUEMAN WELTERS</b>								
4269	TRUEMAN WELTERS	IE31666	PARTS	05/19/2023	39.46	39.46	05/31/2023	
Total TRUEMAN WELTERS:					39.46	39.46		
<b>TRUGREEN</b>								
5203	TRUGREEN	175604124	LAWN SERVICE	05/22/2023	109.58	109.58	05/31/2023	
Total TRUGREEN:					109.58	109.58		
<b>UTILITY CONSULTANTS INC</b>								
4365	UTILITY CONSULTANTS INC	116032	COLIFORM- TESTING	04/25/2023	92.40	92.40	05/12/2023	
Total UTILITY CONSULTANTS INC:					92.40	92.40		
<b>WEST CENTRAL SANITATION INC</b>								
4481	WEST CENTRAL SANITATION IN	12760331	RECYCLING	04/30/2023	4,279.75	4,279.75	05/19/2023	
4481	WEST CENTRAL SANITATION IN	12760331	REFUSE	04/30/2023	10,984.98	10,984.98	05/19/2023	
Total WEST CENTRAL SANITATION INC:					15,264.73	15,264.73		
<b>WEX BANK</b>								
5273	WEX BANK	89135273	MOTOR FUELS	05/08/2023	370.03	370.03	05/22/2023	
5273	WEX BANK	89135320	PD FUEL	05/08/2023	69.16	69.16	05/19/2023	
5273	WEX BANK	89135423	MOTOR FUELS	05/08/2023	90.72	90.72	05/19/2023	
Total WEX BANK:					529.91	529.91		
<b>WINDSTREAM</b>								
4495	WINDSTREAM	MAY23-LIFT	L/S PHONE	05/03/2023	254.78	254.78	05/19/2023	
4495	WINDSTREAM	MAY23-WATE	320-274-2793	05/03/2023	39.57	39.57	05/19/2023	
Total WINDSTREAM:					294.35	294.35		
<b>WM CORPORATE SERVICES INC AS PYMT AGENT</b>								
5326	WM CORPORATE SERVICES IN	7780170-1593-	DUMPSTER- 74 OAK	05/03/2023	145.92	145.92	05/19/2023	
Total WM CORPORATE SERVICES INC AS PYMT AGENT:					145.92	145.92		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WORKFORCE INTEGRITY NETWORK</b>								
4955	WORKFORCE INTEGRITY NET	dpw_7842	DRUG SCREENING	04/30/2023	150.00	150.00	05/19/2023	
Total WORKFORCE INTEGRITY NETWORK:					150.00	150.00		
<b>WRIGHT COUNTY AUDITOR-TREAS</b>								
4511	WRIGHT COUNTY AUDITOR-TR	C23	CERTIFICATE OF TAXES	05/02/2023	150.00	150.00	06/01/2023	
4511	WRIGHT COUNTY AUDITOR-TR	PID 102-010-0	20 OAK AVE S- 2ND HALF TAX	05/17/2023	580.19	580.19	05/19/2023	
4511	WRIGHT COUNTY AUDITOR-TR	PID 102-010-0	20 OAK AVE S- 2ND HALF	05/17/2023	626.67	626.67	05/19/2023	
Total WRIGHT COUNTY AUDITOR-TREAS:					1,356.86	1,356.86		
<b>WRIGHT COUNTY RECORDER</b>								
4535	WRIGHT COUNTY RECORDER	202300000027	RECORDING FEES	04/30/2023	138.00	138.00	05/19/2023	
Total WRIGHT COUNTY RECORDER:					138.00	138.00		
<b>WRIGHT-HENNEPIN COOPERATIVE</b>								
4548	WRIGHT-HENNEPIN COOPERA	35030473045	L/S 1255 BUSINESS BLVD	05/10/2023	22.64	22.64	05/19/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030473045	TC SECURITY	05/10/2023	20.95	20.95	05/19/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030473045	CITY HALL SECURITY	05/10/2023	20.95	20.95	05/19/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030473045	STREET LIGHTS	05/10/2023	158.94	158.94	05/19/2023	
Total WRIGHT-HENNEPIN COOPERATIVE:					223.48	223.48		
<b>XCEL ENERGY</b>								
4559	XCEL ENERGY	826752121	51-6024519-2	05/03/2023	4,403.86	4,403.86	05/19/2023	
4559	XCEL ENERGY	826923801	ACCOUNT 51-6024518-1	05/04/2023	2,532.68	2,532.68	05/19/2023	
Total XCEL ENERGY:					6,936.54	6,936.54		
Grand Totals:					371,168.56	371,168.56		

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

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



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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
_____	_____	_____	_____	_____	_____	_____	_____	_____

---

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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



# City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Agenda No.** 6B

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Department Reports

**Core Strategy:**

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

---

**Background**

The following Department Reports are presented for approval:

- Police Department Report for May
- Financial Report for April

**Recommended Action**

Approve Department Reports

---

**Attachments:**

Reports



## ANNANDALE POLICE DEPARTMENT MONTHLY REPORT May-23

TOTAL ACTIVITY	May 2023 Total	May 2022 Total	Current YTD Total	2022 YTD Total	Percentage Change
CRIMINAL ACTIVITY	9	6	35	40	-13%
CITATIONS	49	35	296	224	32%
NON-CRIMINAL	144	222	704	909	-23%
<b>GRAND TOTAL</b>	<b>202</b>	<b>263</b>	<b>1035</b>	<b>1173</b>	

CRIMINAL ACTIVITY	May 2023 Total	May 2022 Total	Current YTD Total	2022 YTD Total	Percentage Change
Homicide	0	0	0	0	N/A
Forcible Rape	0	0	0	0	N/A
Robbery	0	0	0	0	N/A
Assault	0	1	1	3	-67%
Domestic Assault	1	3	2	6	-67%
Criminal Sex Conduct	0	0	0	4	-100%
Burglary	0	0	0	0	N/A
Theft	1	0	9	5	80%
Motor Vehicle Theft	0	0	0	0	N/A
Arson	0	0	0	0	N/A
Crime Against Admin	1	0	2	1	100%
Forgery/Counterfeit	0	0	2	2	0%
Fraud	0	0	0	3	-100%
Embezzlement	0	0	0	0	NA
Terroristic Threats	0	0	0	0	NA
Property Damage	0	2	2	6	-67%
Weapons	0	0	1	0	NA
Drug Offenses	2	0	4	2	100%
Juvenile Offenses	0	0	0	1	-100%
DUI/DWI	1	0	6	3	100%
Liquor Laws	0	0	0	0	NA
Disturbing Peace	2	0	5	4	25%
All Others	1	0	1	0	NA
<b>Total Criminal Activity</b>	<b>9</b>	<b>6</b>	<b>35</b>	<b>40</b>	

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

<b>NON-CRIMINAL ACTIVITY</b>	<b>May 2023 Total</b>	<b>May 2022 Total</b>	<b>Current YTD Total</b>	<b>2022 YTD Total</b>	<b>Percentage Change</b>
Alarms	8	7	37	50	-26%
Animal Bites	1	0	1	0	NA
Animal Complaints	4	5	12	20	-40%
Area Checks/Extra Patrol	0	2	5	2	150%
Assist Other Agencies	9	24	61	91	-33%
ATV/Snowmobile Complaints	0	0	0	1	-100%
Background Checks	8	2	17	20	-15%
CDP	4	0	5	1	400%
Check Welfare	11	6	45	39	15%
Citizen Aid / Motorist Aid	4	17	28	56	-50%
Civil Disputes	1	9	22	32	-31%
Confidential Narcotics	2	0	4	4	0%
Death, Non-Criminal	0	0	2	3	-33%
Disorderly	1	4	2	12	-83%
Domestics	3	4	8	14	-43%
Driving/Traffic Complaints	8	11	36	31	16%
Dumping/Littering	0	0	1	0	NA
Escorts - Funeral	2	1	7	11	-36%
Fight	0	1	0	2	-100%
Fire Calls	2	3	7	9	-22%
Firearm Discharge	0	0	0	1	-100%
Fireworks	0	0	0	1	-100%
Harassment Complaint	2	0	9	7	29%
Juvenile/Mischief	5	5	15	15	0%
Lockouts - Vehicle	2	9	24	25	-4%
Lost/Found Property	2	4	15	16	-6%
Medical	16	31	109	151	-28%
Mental Health	3	9	8	31	-74%
Missing Person	0	1	4	2	100%
MV Accidents / VOR	2	11	22	35	-37%
Noise Complaints	3	5	5	7	-29%
Parking Complaints	1	2	15	11	36%
Search Warrants	0	0	0	0	NA
School Related -SRO	0	12	5	46	-89%
Suicidal person	0	0	0	1	-100%
Suicide attempted	0	0	0	2	-100%
Suspicious Complaints	13	14	44	53	-17%
Theft	3	2	9	6	50%
Threats	0	2	3	5	-40%
Warrants-Attempt/Arrest	2	2	3	15	-80%
WCHS/MAARC Reports	3	2	23	17	35%
All Others	19	15	91	64	42%
<b>Total Non-Criminal</b>	<b>144</b>	<b>222</b>	<b>704</b>	<b>909</b>	
<b>CITATIONS &amp;</b>	<b>May 2023</b>	<b>May 2022</b>	<b>Current</b>	<b>2022</b>	<b>Percentage</b>

WARNINGS	Total	Total	YTD Total	YTD Total	Change
Admin Citations	4	0	22	33	-33%
State Citations	11	10	66	36	83%
Warning Citations	34	25	208	155	34%
<b>TOTAL</b>	<b>49</b>	<b>35</b>	<b>296</b>	<b>224</b>	

**Citations consist of the following offenses:**

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

**CITY OF ANNANDALE**  
**COMBINED CASH INVESTMENT**  
**APRIL 30, 2023**

COMBINED CASH ACCOUNTS

001-10101	CASH	3,441,405.36
001-10103	NORTHLAND SECURITIES	112,239.82
001-10104	ICD INVESTMENTS	1,048,736.09
001-10105	4M INVESTMENTS	40,904.95
001-10107	LAKE CENTRAL BANK CD	252,669.70
001-10108	LPL FINANCIAL INVESTMENTS	1,442,750.86
		<hr/>
	TOTAL COMBINED CASH	6,338,706.78

NON-ALLOCATED CASH

001-10110	CASH - UTILITY CLEARING	( 1,199.86)
		<hr/>
	TOTAL COMBINED CASH	6,337,506.92
001-10100	CASH ALLOCATED TO OTHER FUNDS	( 6,337,506.92)
		<hr/>
	TOTAL UNALLOCATED CASH	.00
		<hr/> <hr/>

CASH ALLOCATION RECONCILIATION

101	ALLOCATION TO GENERAL FUND	359,200.98
102	ALLOCATION TO DEPUTY REGISTRAR/MOTOR VEHICLE	255,557.54
103	ALLOCATION TO GENERAL FUND	71,419.19
222	ALLOCATION TO CHARITABLE GAMBLING FUND	11,759.07
330	ALLOCATION TO PFA BONDS-2004-WTP	13,852.34
332	ALLOCATION TO GO IMP BONDS 2008B (MAPLE)	( 43,298.52)
336	ALLOCATION TO GO IMPR BOND 2011B-REFUNDING	17,846.86
337	ALLOCATION TO GO REFUNDING BOND 2012A	50,023.90
339	ALLOCATION TO TIF #14 - 2019 A SERIES	16,695.01
340	ALLOCATION TO GO REFUNDING BOND 2019B	107,550.15
341	ALLOCATION TO GO TEMPORARY IMP BOND 2020A	264,254.99
342	ALLOCATION TO GO IMPROVEMENT BOND 2020B	120,372.47
343	ALLOCATION TO GO EQUIPMENT BOND 2022A	605.93
344	ALLOCATION TO 2023A REVENUE BOND	2,829,130.00
402	ALLOCATION TO FIREFIGHTER RELIEF DONATIONS	107,983.71
407	ALLOCATION TO ECONOMIC DEVELOPMENT FUND	111,953.29
408	ALLOCATION TO MIF FUND	25,019.86
409	ALLOCATION TO SMALL CITIES DEV PROGRAM	30,814.99
411	ALLOCATION TO TIF #6 - COTTAGES OF ANNANDALE	( 86.01)
423	ALLOCATION TO TIF DISTRICT # - DINGMANN	18.59
425	ALLOCATION TO RECREATION PARK	32,784.86
460	ALLOCATION TO PARK FUND	55,650.46
461	ALLOCATION TO WATER EXPANSION FUND	422,134.04
462	ALLOCATION TO SEWER EXPANSION FUND	317,159.15
463	ALLOCATION TO STORMWATER FUND	15,878.94
464	ALLOCATION TO LIONS DONATION FUND	283,661.46
465	ALLOCATION TO TIF DISTRICT #14 - PINTAIL APT	48,430.28
466	ALLOCATION TO 2020 IMP PROJECT	53,116.20
470	ALLOCATION TO FUND 470	( 46,465.00)
471	ALLOCATION TO LAKE JOHN UTILITY EXTENSION	113,731.54
472	ALLOCATION TO HWY 55 IMPROVEMENTS	( 29,210.00)

CITY OF ANNANDALE  
COMBINED CASH INVESTMENT  
APRIL 30, 2023

493	ALLOCATION TO STREET MAINTENANCE CAPITAL	141,394.46
494	ALLOCATION TO STREET CAPITAL OUTLAY FUND	133,810.65
495	ALLOCATION TO PUBLIC WORKS/STREET EQUIP FUND	201,926.13
496	ALLOCATION TO FIRE EQUIPMENT FUND	93,178.42
497	ALLOCATION TO POLICE EQUIPMENT FUND	544.20
498	ALLOCATION TO BUILDING CAPITAL OUTLAY FUND	138,324.68
601	ALLOCATION TO WATER FUND	( 59,489.68)
602	ALLOCATION TO SEWER FUND	44,202.51
603	ALLOCATION TO REFUSE/RECYCLING FUND	22,297.25
604	ALLOCATION TO TRAINING CENTER OPERATIONS	( 3,520.81)
605	ALLOCATION TO STORM UTILITY FUND	19,498.13
651	ALLOCATION TO CEMETERY FUND	( 5,210.64)
703	ALLOCATION TO WASTE WATER COMMISSION	( 6,994.65)
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	6,337,506.92
	ALLOCATION FROM COMBINED CASH FUND - 001-10100	( 6,337,506.92)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	.00
		<hr/> <hr/>

**CITY OF ANNANDALE**  
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2023

**FUND 101 - GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>REVENUE</b>					
TAXES	1,300.27	47,366.70	1,505,315.00	( 1,457,948.30)	3.15
LICENSES & PERMITS	18,686.25	36,190.83	77,850.00	( 41,659.17)	46.49
INTERGOVERNMENTAL REVENUES	.00	18,035.00	659,003.00	( 640,968.00)	2.74
PUBLIC CHARGES FOR SERVICE	102.00	29,997.69	275,565.00	( 245,567.31)	10.89
FINES & FORFEITURES	1,552.34	3,800.42	12,200.00	( 8,399.58)	31.15
MISCELLANEOUS REVENUE	4,176.29	18,389.19	43,000.00	( 24,610.81)	42.77
OTHER FINANCING SOURCES	.00	.00	30,000.00	( 30,000.00)	.00
TOTAL FUND REVENUE	25,817.15	153,779.83	2,602,933.00	( 2,449,153.17)	5.91
<b>EXPENDITURES</b>					
LEGISLATIVE	1,962.02	10,305.69	42,829.25	32,523.56	24.06
ELECTIONS	.00	400.00	525.00	125.00	76.19
PLANNING AND ZONING	1,191.03	3,060.84	6,402.25	3,341.41	47.81
ADMINISTRATION	26,052.84	145,255.81	297,747.99	152,492.18	48.78
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	5,946.89	18,316.08	56,610.57	38,294.49	32.35
DEPARTMENT 420	.00	.00	.00	.00	.00
POLICE	61,057.81	252,940.22	825,600.63	572,660.41	30.64
FIRE	17,911.80	71,169.83	247,114.07	175,944.24	28.80
BUILDING INSPECTOR	13,644.84	43,264.09	70,922.10	27,658.01	61.00
CIVIL DEFENSE	.00	.00	400.00	400.00	.00
ANIMAL CONTROL	.00	.00	550.00	550.00	.00
PUBLIC WORKS	14,618.25	85,224.27	213,288.14	128,063.87	39.96
STREETS	20,016.64	90,694.22	272,921.65	182,227.43	33.23
DEPARTMENT 441	.00	.00	.00	.00	.00
PARKS COMMISSION	202.25	831.68	3,512.23	2,680.55	23.68
PARKS	4,640.81	30,713.88	140,920.85	110,206.97	21.80
LIBRARY	949.28	4,094.03	18,448.57	14,354.54	22.19
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	168,194.46	756,270.64	2,615,133.30	1,858,862.66	28.92
NET REVENUE OVER EXPENDITURES	( 142,377.31)	( 602,490.81)	( 12,200.30)	( 590,290.51)	( 4,938.33)



Apr-23

								CURRENT PERIOD	CURRENT YEAR
PURCHASE DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	COST BASIS VALUE	PAID EARNINGS	PAID EARNINGS
<b>MONEY MARKET</b>									
	ICD			0.40%			\$ 10,302.32	\$ 425.87	\$ 4,793.51
	LAKE CENTRAL CHECKING			0.50%			\$ 3,439,926.91	\$ 1,478.45	\$ 3,508.64
	NORTHLAND SECURITIES			VARIES			\$ 1,059.86	\$ 3.47	\$ 13.01
	LPL Financial			VARIES			\$ 2,450.40	\$ 1.36	\$ 14.76
	Lake Central CD			4.00%			\$ 2,451.83	\$ 217.87	\$ 440.38
	4M FUND	Dividend Reinvest-average monthly rate 4.683%		VARIES	LIQUID	N/A	\$ 37,955.51	\$ 151.07	\$ 604.55
	4M PLUS FUND	Dividend Reinvest -average montly rate 4.686%		VARIES	LIQUID	N/A	\$ 2,787.17	\$ 11.20	\$ -
				(TOTAL 4M PLUS)			\$ 40,742.68	\$ 162.27	
Money Market Total							\$ 3,496,934.00	\$ 2,289.29	\$ 9,374.85
<b>SHORT,MID &amp; LONG TERM INVESTMENTS</b>									
PURCHASE DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	Cost Basis		
10/20/2022	NORTHLAND SECURITIES	Bank Hapoalium, B M New Yc	06251A-4V-9	4.75%	18 mos	5/6/2024	\$ 111,000.00		
	Lake Central Bank CD	Annandale, MN			12 mos		\$ 250,000.00		
7/25/2022	ICD	Ally Bank Midvale, UT	02007GWW9	3.35%	24 mos	7/28/2025	\$ 200,000.00		
10/28/2021	ICD	Synchrony Bank, Draper, UT	87164WF29	0.50%	24 mos	11/6/2023	\$ 114,000.00		
7/29/2020	ICD	BMO Harris, Chicago, IL	05600XAN0	0.55%	4 yrs	7/29/2024	\$ 250,000.00		
7/24/2020	ICD	EnerBank, Salt Lake City	29278TQK9	0.30%	3 yrs	7/24/2023	\$ 155,000.00		
6/24/2021	ICD	Texas Exchange Bank, Crowle	88241TLK4	0.50%	3 yrs	7/9/2024	\$ 101,000.00		
3/24/2021	ICD	BMW Bank of Amer, Salt Lake	05580AZD9	0.45%	3 yrs	3/26/2024	\$ 178,000.00		
12/27/2021	ICD	State Bank of India, New York	856285B59	1.40%	5 yrs	12/30/2026	\$ 101,000.00		
12/22/2022	LPL Financial	Ally Bank, MidVale, UT	02007GQA4	2.65%		4/29/2024	\$ 245,349.04		
12/22/2022	LPL Financial	Barclays Bank DE, DE	06740KRG4	4.90%		11/18/2024	\$ 253,871.03		
12/22/2022	LPL Financial	Beal Bank USA, Las Vegas, NV	07371DNH6	4.45%		7/5/2023	\$ 250,005.00		
12/22/2022	LPL Financial	Capital One NA, Mclean, VA	14042RSH5	3.30%		7/1/2024	\$ 100,044.44		
12/22/2022	LPL Financial	Manufacturers & Traders, Bu	564759RK6	4.85%		6/17/2024	\$ 251,711.13		
12/22/2022	LPL Financial	PNC Bank NA, Wilmington, DI	69355NBZ7	4.50%		12/28/2023	\$ 175,005.00		
12/22/2022	LPL Financial	Wells Fargo Bank NA, Sioux F	9497634U7	4.70%		12/22/2023	\$ 175,513.39		
Investments Total							\$ 2,911,499.03		
MM & Investments Total							\$ 6,408,433.03		
Interest							\$ 2,289.29		
Total							\$ 6,410,722.32		



# City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Agenda No.** 6C

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

**Agenda Item:** Employment Anniversary/Steps

## Core Strategy:

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

## Background

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

- Stephanie Stamey- 2 years (FT)
- Caleb Crow- 2 years (FT)
- Dave Glunz- 8 years
- Justin Goff- 3 years
- Pete Standafer- 9 years
- Nancy Engfer- 22 years (FT) 31 Years (with PT)
- Kelly Hinnenkamp- 11 years

## Recommended Action

Motion to approve as presented

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## Attachments:

None



# City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Agenda No.** 6D

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Amend Coop Agreement with Corinna Township

**Core Strategy:**

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

---

## Background

The City previously approved a Cooperative Agreement with Corinna Township for the Hemlock Improvements. Similar to when the City works with MnDot or the County on projects where there is a cost participation, these agreements are common amongst local governments when partnering on road projects.

The attached agreement is modified with new linear footage requirements since the City annexed land in 2022. There were no other changes made to the agreement.

## Recommended Action

Approve the Amended Coop Agreement as presented

---

## Attachments:

Amended Agreement

FUNDING PARTICIPATION AND CONSTRUCTION AGREEMENT BETWEEN

CORINNA TOWNSHIP

And

THE CITY OF ANNANDALE

For

CONSTRUCTION OF IMPROVEMENTS FOR:

HEMLOCK/80<sup>TH</sup> STREET NW

## COOPERATIVE AGREEMENT

**THIS AGREEMENT** made and entered into by and between Corinna Township hereinafter referred to as the "Township" and the City of Annandale, Minnesota hereinafter referred to as the "City".

### WITNESSETH:

**WHEREAS**, the Township requested the City include improvements to Hemlock/80<sup>th</sup> Street NW in their scope of work to be performed with the Hemlock Improvement Project, and

**WHEREAS**, the City prepared plans and specification for the improvement on June 7, 2021 and the Township share of the cost of the street improvements was estimated to be \_\_\_\_, and

**WHEREAS**, this cooperative agreement between the Township and the City outlines the responsibilities and financial commitments for the proposed project.

### NOW THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:

#### Article 1

The proposed improvements will be completed in accordance with the approved plans and specifications as prepared by the City's consulting engineer (as approved by the City and Township) and shall be included as part of the City's construction contract for the Hemlock Street Improvements.

#### Article 2

The City shall be responsible for all field inspection of materials, quantities, and contractor performance for the improvement project. The City shall enter into a construction contract with the contractor to improve Hemlock Street according to the approved plans and specifications.

#### Article 3

For cost allocation purposes, the parties shall determine the total linear feet of the property that abuts the north right of way of Hemlock Street and the south right of way of Hemlock Street and shall add the two amounts together to determine the total linear feet of the property abutting Hemlock Street. The parties shall then determine the linear feet of such property abutting Hemlock Street that is located in the Township and the linear feet of such property abutting Hemlock Street that is located in the City. The Township's proportionate share of the costs of the Hemlock Street improvement project shall be the linear feet of such property abutting Hemlock Street that is located in the Township divided by the total linear feet of the property abutting Hemlock Street ("Township's Proportionate Share"). The City's proportionate share of costs of the Hemlock Street improvement project shall be the linear feet of such property abutting Hemlock Street that is located in the City divided by the total linear feet of property abutting Hemlock Street ("City's Proportionate Share"). The parties agree that the following amounts are applicable to this Agreement:

Linear feet located in Township	<u>13,246</u>
Linear feet located in City	<u>4,598</u>
Total linear feet abutting Hemlock Street	<u>17,844</u>

Township's Proportionate Share	<u>74.2%</u>
City's Proportionate Share	<u>25.8%</u>

The cost of the improvement of Hemlock Street shall be split between the City and Township by adding all costs incurred by the City for engineering related to the improvement of Hemlock (including design, bidding, construction administration and inspection) as well as costs of construction by the City in improving Hemlock at a total net cost of the project ("Net Cost"). The Township's share of the cost of the improvement of Hemlock Street shall be the Net Cost multiplied by the Township's Proportionate Share. The City's share of the cost of the improvement of Hemlock Street shall be the Net Cost multiplied by the City's Proportionate Share.

#### Article 4

The City will request reimbursement of funds from the Township for the construction costs upon receipt of a copy of a partial payment estimate. The Township shall reimburse the City within thirty days of receipt of each request for reimbursement for the Township's Proportionate Share of such partial pay estimate. The City may request reimbursement of funds from the Township for engineering costs at any time and the Township shall, within 30 days of such request, reimburse the City in an amount equal to the engineering costs incurred by the City for design, bidding, construction administration and inspection related to the Hemlock Street improvement projected multiplied by the Township's Proportionate Share.

The City's consultant project manager shall forward an "as-built" set of plans to the Township, following completion.

#### Article 5

Hemlock Street from the intersection with Highway 24 east to the intersection with Conservation Club Road is split with the south half being in the City limits and the north half being in the Township limits. The City shall be the owner of 100% of the road improvements located within City limits and the Township shall be the owner of 100% of the road improvements located outside of City limits. The City will be responsible for all future maintenance and repair of the road for the portion of the road located in City limits. The Township will be responsible for all future maintenance and repairs for the portion of the road located outside of city limits. The City and Township shall endeavor to cooperate future maintenance efforts on Hemlock Street as a joint maintenance project whenever both parties deem it practical. In the event of annexation of property within the Township that abuts Hemlock Street, the City shall maintain that portion of the north or south half of Hemlock which abuts the property annexed by the City.

#### Article 6

The City is seeking funding for the Hemlock Street Improvements from the Federal Government and other sources via one or more grants. In the event that such funding is approved and is forwarded to the City, such funding shall be divided between the City and Towns in proportion to the parties' proportionate share of costs as set forth in Article 3 above. In the event such Federal or other grant funding is received by the City after the Town has paid its share of the costs of Hemlock Street Improvement pursuant to this Agreement, the City shall refund the Town's share of such Federal or grant funding within 30 days of the receipt by the City.

Article 7

The Township shall indemnify, save, and hold harmless the City and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of the work provided for herein to be performed by the Township. The City shall indemnify, save, and hold harmless the Township and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution of performance of the work provided for herein to be performed by the City. The City shall require its contractor to name the Township as an additional insured on the contractor's certificates of insurance.

Article 8

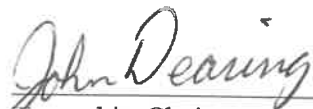
It is further agreed that any and all full-time employees of the City and all other employees of the City engaged in the performance by any work or services required or provided for herein to be performed by the City shall be considered employees of the City only and not of the Township and that any and all claims that may or might arise under Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the City.

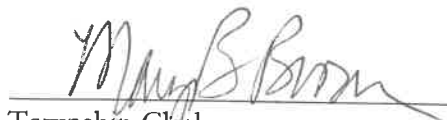
Article 9

Before this agreement shall become binding and effective it shall be approved by the City Council of Annandale and it shall also be approved by the Township Board.

**IN TESTIMONY WHEREOF** the parties have duly executed this agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

CORINNA TOWNSHIP

  
Township Chair

  
Township Clerk

CITY OF ANNANDALE

\_\_\_\_\_  
Mayor

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



# City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Report From:** Chief Standafer

**Agenda No.** 6E

**Agenda Item:** Special Events

**Core Strategy:**

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

---

**Background**

Attached are the Special Event Applications recommended for approval.

**Recommended Action**

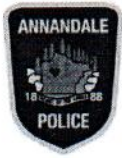
Approve the events as presented.

---

**Attachments:**

Special Event Applications





# ANNANDALE POLICE DEPARTMENT

## Special Event Application

Name: Katie Daniels / Billy D's Crooked Tavern Home Phone: \_\_\_\_\_  
Address: 1011 Bay Circle Fax Number: \_\_\_\_\_  
City, State, Zip: Annandale, MN 55302 Email Address: \_\_\_\_\_  
Event Name: Billy D's 4th of July Street Dance Event Date: Friday, June 30<sup>th</sup>  
Set up time: 4pm Event time (start 7 Estimated # of participants: 500

end): Event Description: City Celebration over 4 th of

July weekend. Outdoor street dance

Serving alcohol and/or food? Yes/no Business/liquor License holder: \_\_\_\_\_

Contact person: Andy Daniels Phone number: Billy D's Crooked Tavern

Starting location (if applicable): See map

Ending location (if applicable): See Map

Area(s) to be closed off during event (you must also supply a map of area/route to be closed off): \_\_\_\_\_  
See map – all of  
Chestnut

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

Manned entry gates.  
vehicles blocking alleyways, orange safety fence, patrolmen

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

Signed: Catherine Daniels Date: 5/16/23

### OFFICE USE ONLY – ANNANDALE POLICE DEPARTMENT

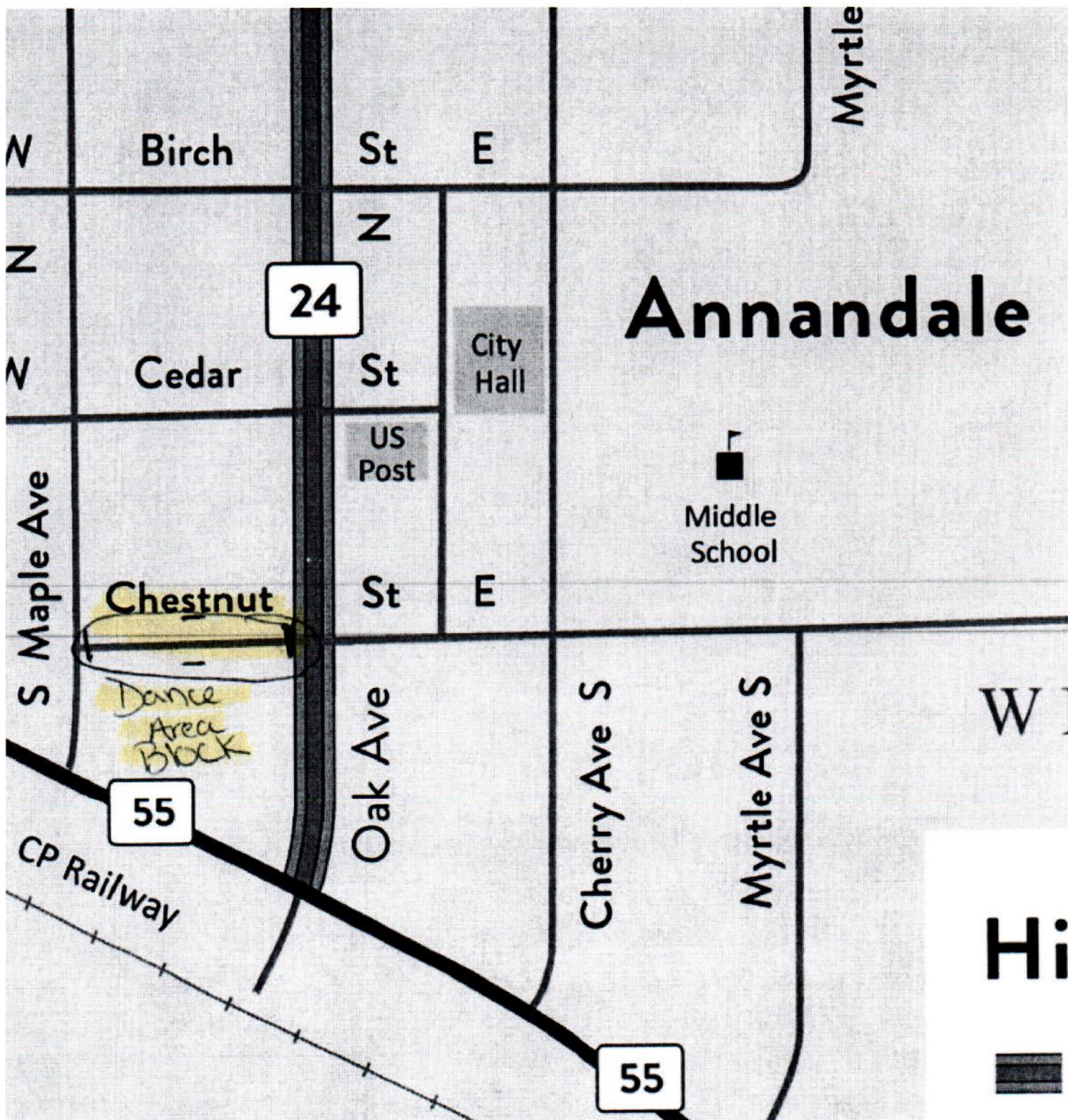
Number of cars required: 1 Number of officers required: 2 or Reserves x \$40/hour = \$ \_\_\_\_\_

APD comments: must end @ midnight

APD approval signature: P. Standley Date: 5-18-23

City Council approval (if applicable) yes/no \_\_\_\_\_ Date: \_\_\_\_\_

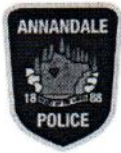




Hi







# ANNANDALE POLICE DEPARTMENT

## Special Event Application

Name: Tina Honey Home Phone: 320-249-5854  
Address: 510 Lohrke Circle Fax Number: \_\_\_\_\_  
City, State, Zip: Annandale MD 20702 Email Address: tina.honey@gmail.com  
Event Name: Fitness in the Park Event Date: June 4th, 14, 21, 28  
Event time (start and end): 6pm-7pm Estimated number of participants: 10  
Event Description: Fitness class in Park

Serving alcohol and/or food? Yes/no Business/liquor License holder: No  
Contact person: Tina Honey Phone number: 320-249-5854  
Starting location (if applicable): North of Ball field  
Ending location (if applicable): L7  
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.

Signed: [Signature] Date: 5/30/23

### OFFICE USE ONLY - ANNANDALE POLICE DEPARTMENT

Number of cars required: 0 Number of officers required: 0 x \$40/hour = \$ \_\_\_\_\_  
APD comments: None  
APD approval signature: [Signature] Date: 5-30-23  
City Council approval (if applicable) yes/no Date: \_\_\_\_\_



# ANNANDALE POLICE DEPARTMENT

## Special Event Application

Name: Sarah Wiles-Annandale Ambassadors Home Phone: 612-802-7936  
Address: 50 Chestnut St E Fax Number: \_\_\_\_\_  
City, State, Zip: Annandale, Mn 55302 Email Address: sarahwiles460@gmail.com  
Event Name: Kiddie Parade Event Date: July 2<sup>nd</sup>, 23  
Set up time: 9:30 Event time (start end): 10 Estimated # of participants: 100  
Event Description: Kiddie Parade-4<sup>th</sup> of July Celebration

Serving alcohol and/or food? Yes ☒ no ☐ Business/liquor License holder: \_\_\_\_\_

Contact person: Sarah Wiles Phone number: 612-802-7936

Starting location (if applicable): Middle School

Ending location (if applicable): Middle School

Area(s) to be closed off during event (you must also supply a map of the area/route to be closed off): Escort from middle school on cherry around to chestnut, oak, and back to middle school.

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

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

Signed: [Signature] Date: 5/24/23

### OFFICE USE ONLY – ANNANDALE POLICE DEPARTMENT

Number of cars required: 1-2 Number of officers required: \_\_\_\_\_ x \$40/hour = \$ \_\_\_\_\_

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

APD approval signature: [Signature] Date: 5-25-23

City Council approval (if applicable) yes/no \_\_\_\_\_ Date: \_\_\_\_\_



## ANNANDALE POLICE DEPARTMENT

## Special Event Application

Name: Heart of the Lakes Team - Realty <sup>work</sup> Home Phone: 320-274-6140Address: 125 Oak Ave. N. P.O. Box 99 Fax Number: N/ACity, State, Zip: Annandale, MN. 55302 Email Address: tracie heart of the lakes teamEvent Name: Movies in the Park Event Date: Thurs. Aug. 17<sup>th</sup>, 2023 <sup>cam</sup>Event time (start and end): 6:30 - 10:30pm Estimated number of participants: 100Event Description: Community event showing a movieServing alcohol and/or food? Yes/no Business/liquor license holder: NoContact person: Self Tracy Schultz Phone number: 763.238.9133 / 320.274.6140 (office phone)

Starting location (if applicable): \_\_\_\_\_

Ending location (if applicable): \_\_\_\_\_

Area(s) to be closed off during event (you must also supply a map of area/route to be closed off): N/ASafety Procedures (ie: traffic control, event personnel, etc): N/A

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

Signed: [Signature] Date: 5/23/23

## OFFICE USE ONLY - ANNANDALE POLICE DEPARTMENT

Number of cars required: 0 Number of officers required: 0 x \$40/hour = \$ \_\_\_\_\_Comments: None [Signature]





# City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Agenda No.** 6F

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Res Approving PERA

**Core Strategy:**

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

---

**Background**

Police Officers who accrue more than \$5000 annually in wages are subject to PERA. PT Officer Curtis Hakala will meet that threshold this calendar year.

Attached is a Resolution Approving PERA for PT Officer Hakala.

**Recommended Action**

Motion to approve Resolution as presented

---

**Attachments:**

Resolution

# RESOLUTION

23-\_\_

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

## RESOLUTION DECLARING PERA ELIGIBILITY FOR PART TIME POLICE OFFICER (Hakala)

**WHEREAS**, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

**WHEREAS**, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police departments whose position duties meet the requirements stated therein and listed below.

**BE IT RESOLVED** that the City of Annandale, hereby declares that the position titled part-time Police Officer, currently held by Curtis Hakala, meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

**BE IT FURTHER RESOLVED** that this governing body hereby requests that the above named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire salary deduction by the governmental subdivision.

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

WHEREUPON, said resolution was declared duly passed and adopted this 5<sup>th</sup> day of June, 2023.

---

City Clerk

**STATE OF MINNESOTA**

**COUNTY OF WRIGHT**

I, Kelly Hinnenkamp, clerk of City of Annandale, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 5<sup>th</sup> day of June 2023; the original of which is on file in this office. I further certify that all members voted in favor of this resolution and that all members were present and voting.

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



# City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Agenda No.** 6G

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Relocation Agreements

**Core Strategy:**

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

---

**Background**

Attached is the relocation agreement for Jason Summerfield who lived in Apartment 1 at 74 Oak Avenue South. Any rent amounts owing to the City will be deducted from the final relocation amount.

**Recommended Action**

Motion to Approve the Relocation Agreement as presented.

---

**Attachments:**

Relocation Agreement



**RESIDENTIAL MOVING COSTS CLAIM**  
**\*\*IMPORTANT: PROMPTLY SUBMIT AFTER MOVE\*\***

☐ Advance Claim    ☐ Partial Claim    ☒ Final Claim

FOR OFFICIAL USE ONLY	
Name (Payee) <u>Jason Sommerfield</u>	
Dist. _____ Artemis S.P. _____ Parcel _____	
C.S. _____	C.ID. _____
Fed. No. _____ County <u>Wright</u>	
Prop. Owner <u>City of Annandale</u>	
Prop. Address <u>74-1 Oak Avenue North</u>	
City/State/Zip <u>Annandale, MN 55302</u>	
Type of Acquisition:	<input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> ED

FOR OFFICIAL USE ONLY	
Approved Amount <u>\$1,125.00</u>	
Approved By _____	
Approved By <u>Steven Carlson</u> Relocation Manager	
Date Application Approved _____	
Mail Check to: _____	
Name	<u>Check will be picked up and hand delivered</u>
Address _____	
City/State/Zip _____	

FOR OFFICIAL USE ONLY	
<input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Receipted Bills <input checked="" type="checkbox"/> Room Basis
<b>Type of Unit</b>	<b>If Room Basis</b>
<input checked="" type="checkbox"/> Apartment	Total Rooms <u>4</u>
<input type="checkbox"/> House	Basement Count _____
<input type="checkbox"/> Other	Garage Count _____
	Miscellaneous Count _____
<input checked="" type="checkbox"/> Furnished	Grand Total <u>4</u>
<input type="checkbox"/> Unfurnished	

FOR OFFICIAL USE ONLY
VENDOR NUMBER: _____


LOCATION TO WHICH PROPERTY WAS MOVED
Address <u>1286 County Road 6 Southwest</u>
City/State/Zip <u>Howard Lake, MN 55349</u>

Name of Mover <u>Self Move</u>	Date of Move <u>April 1st to April 10th</u>
Address _____	City <u>Annandale</u>

**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 correct, and that any movers' receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other moving 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 April 28, 2023  
 Name (print) Jason Sommerfield  
 Signature   
 Telephone 320-895-9997

# **Minnesota Department of Transportation** **RENT SUPPLEMENT OR DOWN PAYMENT CLAIM**

☒ Tenant    ☐ Owner

☐ Advance Claim    ☐ Partial Claim    ☒ Final Claim

## FOR OFFICIAL USE ONLY

Name (Payee) Jason Sommerfield

Dist. \_\_\_\_\_ Artemis S.P. \_\_\_\_\_ Parcel \_\_\_\_\_

C.S. \_\_\_\_\_ C.ID. \_\_\_\_\_

Fed. No. \_\_\_\_\_ County Wright

Prop. Owner City of Annandale

Prop. Address 74 Oak Avenue North

City/State/Zip Annandale, MN 55302

Type of Acquisition: ☐ Direct Purchase ☐ ED

## FOR OFFICIAL USE ONLY

Approved Amount \$6,300.00 (Used towards down payment and closing costs)

Approved By \_\_\_\_\_

Approved By Steven Carlson  
Relocation Manager

Date Application Approved \_\_\_\_\_

Mail Check to:

Name Check will be picked and or hand delivered.

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

## REPLACEMENT HOME

Address 1286

City/State/Zip Annandale, MN 55302

## FOR OFFICIAL USE ONLY

VENDOR NUMBER: \_\_\_\_\_

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.

Date 4-28-2023

Signed \_\_\_\_\_

Relocation Advisor

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 4-28-2023

Name (print) Jason Sommerfield

 Signature \_\_\_\_\_

Telephone 763-276-5422



# City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Agenda No.** 6H

**Report From:** Joe Haller, Public Works  
Dir

**Agenda Item:** Resolution Appointing Seasonal PW  
Staff

**Core Strategy:**

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

---

**Background**

Attached is a resolution appointing Seasonal Public Works Staff for the summer of 2023.

**Recommended Action**

Approve Resolution Appointing Lueders to Seasonal PW Position.

---

**Attachments:**

Resolution



# RESOLUTION

## 23-\_\_

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

### APPOINTING SEASONAL PUBLIC WORK EMPLOYEE

**Andrew Lueders**

**WHEREAS**, the City Council has deemed it advisable and in the best interest of the City to appoint a Seasonal Public Works Employee; and

**WHEREAS**, staff have recommended the appointment of Andrew Lueders to the position of Seasonal PW Employee, with such appointment to be effective June 5, 2023 at step 8 of the City's 2023 Step Plan.

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

1. That Andrew Lueders is hereby hired as an at will employee of the City in the position of Seasonal Public Works effective June 5, 2023.
2. That Andrew Lueders will commence employment at step 8 of the City's 2023 Step Plan.

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

WHEREUPON, said resolution was declared duly passed and adopted this 5th day of June, 2023.

---

City Clerk



# City Council Agenda

June 5, 2023

**Agenda Section:** New Business

**Report From:** Planning

**Agenda No.** 6I

**Agenda Item:**

Consideration of Amendments to the Zoning Ordinance Regarding Commercial/Industrial Outdoor Storage and Accessory Buildings, Multi-family Residential Performance Standards, and Residential Setbacks  
Applicant: City of Annandale

**Core Strategy:**

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

**BACKGROUND**

City Staff has prepared two ordinances for consideration. One deals with accessory buildings and outdoor storage in commercial and industrial districts. The other contains amendments related to apartment sizes and other residential performance standards.

**DRAFT ORDINANCE**

The first ordinance deals with exterior storage. The ordinance is amended to require a conditional use permit to allow outdoor storage. This is largely due to the fact that screening is required and if the screening were to be removed, the use would no longer be permitted. It is difficult to enforce this without the CUP provision being required. The CUP provision has been added to the I-1 District. Additionally, the use is identified as “outdoor sales” in commercial districts.

Then the following modification to accessory buildings in the commercial/industrial districts was created:

Accessory Buildings:

1. All accessory buildings must be located in the rear yard.
2. Accessory buildings shall be considered an integral part of the principal building if they are located less than 6 feet from the principal building. at least 6 feet from any other structure on the property.
3. 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.
4. No more than two accessory buildings may be placed on a lot and the total area of accessory buildings cannot exceed 30% of the building footprint of the principal structure.
5. Accessory buildings shall meet the same setbacks as the principal structure.
6. Accessory buildings shall be similar in architectural appearance to the principal structure.

The second ordinance is related to residential performance standards. It adds the minimum apartment sizes (500 efficiency, 700 1 BR, 800 2 BR) that the City has been using for apartments in PUDs. It also



adds a minimum size for townhouse and duplex units. Then the CUP provision for “accessory apartments” was deleted from the residential districts.

Also, a new standard that allows for setback averaging to be used. If a new house is to be constructed and the lots on either side are in non-conforming locations, the new house may be built at the average setback of the two.

#### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission reviewed the request and held a public hearing on June 5, 2023. Due to the Council meeting occurring on the same evening, a verbal update of the public comments and Planning Commission recommendation will be provided at the meeting.

#### **RECOMMENDATION**

City Staff recommends the Council review and approve the amendments to the City’s Zoning Ordinance.

#### **Attachments:**

- Draft Ordinances

**ORDINANCE NO. \_\_\_\_**

**AMENDING THE ZONING ORDINANCE RELATED TO RESIDENTIAL  
PERFORMANCE STANDARDS & MULTIFAMILY DWELLING SIZES**

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

**Section 1.** Annandale Zoning Ordinance Section 150.05.13.D is hereby added to read as follows:

D. The principal building setback requirements for front and side yards adjacent to a public right of way, as established by the respective zoning districts, may be reduced upon the approval of an administrative permit, to a distance equaling the average setback of principal buildings on either side. In no case shall this distance be less than fifteen feet (15'), nor shall a principal structure be placed more than seven feet (7') beyond the setback of any principal structure on a directly abutting lot.

**Section 1.** Annandale Zoning Ordinance Sections 150.23 and 150.24 Conditional Uses is hereby amended to delete #1.

**Section 2.** Annandale Zoning Ordinance Section 150.48 – Residential Performance Standards – Building Standards – Minimum Size is hereby amended to read as follows:

Minimum Dwelling Size:

1. Single Family: All single family homes shall have a minimum building footprint of 900 square feet, not including garages, porches, decks, or other non-livable space.
2. Two Family: All two family dwelling units shall have 650 square feet first floor above grade, plus 100 additional square feet for each bedroom.
3. Townhouses: All townhouses shall have 600 square feet first floor above grade plus 100 additional square feet for each bedroom.
4. Apartments: Except in the R-7 zoning district, apartments shall have the following minimum floor areas per unit:
  - a. Efficiency units: 500 square feet
  - b. 1 bedroom units: 700 square feet
  - c. 2 bedroom units: 800 square feet
  - d. More than 2 bedroom: An additional 80 square feet for each additional bedroom
  - e. Efficiency apartments are limited to be no more than one unit or 15% of the units of any apartment building, whichever is greater.

**Section 3.** 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



**ORDINANCE NO. \_\_\_\_**

**AMENDING THE CITY CODE RELATED TO COMMERCIAL/INDUSTRIAL  
EXTERIOR STORAGE & ACCESSORY BUILDINGS**

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

**Section 1.** Annandale Zoning Ordinance Sections 150.32 and 150.33 is hereby amended to add the following conditional use:

Outdoor sales

**Section 2.** Annandale Zoning Ordinance Section 150.34 is hereby amended to include the following conditional use:

Exterior storage

**Section 3.** Annandale Zoning Ordinance Section 150.49 Commercial/Industrial Performance Standards – Exterior Storage/Screening/Fences – Screening/Exterior Storage is hereby replaced with the following:

**Exterior Storage:** No exterior storage is allowed other than where permitted by zoning and as shown on a site plan approved by the City Council. All approved exterior storage shall be located in the rear yard, fully fenced, fully screened, and shall be subject to building setbacks. The outdoor storage area shall be surfaced with a material to control dust and weeds and subject to the approval of the City Engineer. Outdoor storage directly upon grass or landscaping is prohibited. Exterior storage may only be permitted as an accessory use. No outdoor storage area may be greater in size than the principal structure. No waste, junk, or hazardous materials may be stored.

**Outdoor Sales:** Outdoor sales is permitted as an accessory use where stated by zoning provided it is no greater than 30% of the size of the principal structure. Outdoor sales areas shall be screened from residential districts. Outdoor sales areas are not permitted in required parking spaces and shall be surfaced with bituminous or concrete. Outdoor sales areas are subject to structure setbacks. Auto sales lots may exceed the 30% size limitation.

**Screening:** Where required, screening may consist of a fence, trees, shrubs and berms, but shall not extend within 15 feet of any street or driveway. The screening shall be placed along property lines or in case of screening along a street, 20 feet from the street right-of-way with landscaping between the screening and pavement. Screening shall include a planting strip shall consist of primarily evergreen trees and also deciduous trees and plants and shall be a minimum of ten (10) feet in width and of a sufficient density to provide a visual screen and reasonable buffer. This planting strip shall be designed to provide visual screening to achieve a 75% opacity year-round and to a minimum height of six (6) feet. Fencing and berms may also be used to achieve the required opacity. Screening fences shall be at least six feet in height. In cases where a fence is used, the required planting strip may be reduced in width.

**Section 4.** Section 150.49 Commercial/Industrial Performance Standards – Building Standards – Accessory Buildings is hereby amended to read as follows:

Accessory Buildings:

1. All accessory buildings must be located in the rear yard.
2. Accessory buildings shall be at least 6 feet from any other structure on the property.
3. 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.
4. No more than two accessory buildings may be placed on a lot and the total area of accessory buildings cannot exceed 30% of the building footprint of the principal structure.
5. Accessory buildings shall meet the same setbacks as the principal structure.
6. Accessory buildings shall be similar in architectural appearance to the principal structure.

**Section 5.** 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



# City Council Agenda

June 5, 2023

**Agenda Section:** New Business

**Report From:** Planning

**Agenda No.** 6J

**Agenda Item:** Consideration of a request for Minor Subdivision to Create a New Lot and Site Plan Review for Industrial Business Condos in the Industrial District (I-1)  
Applicant: BJB Holdings, LLC (Brian Bruggeman)

**Core Strategy:**

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

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

## SITE INFORMATION & BACKGROUND

**PID:** Part of PID: 102-082-002010  
**Legal Description:** Lengthy – See City Hall  
**Zoning District:** One Family Residential District (R-1)  
**Comprehensive Plan:** Residential  
**Surrounding Site Use:** North: R-1/Residential  
East: I-1/Industrial  
South: I-1/Industrial  
West: I-1/Industrial and C-3/Commercial

**Planning Case Number:** 2023-04

**Deadline for Decision:** **July 7 2023 (60-day deadline)**  
September 5, 2023 (120-day deadline)

**Project Description:**

BJB Holdings LLC has submitted an application for minor subdivision to divide 0.9 acres from a 3.3 acre parcel (currently owned by the City) in the Annandale Business Park 4th Addition. The applicant proposes to have three industrial condos that will be offered for sale.

## ANALYSIS

### Minor Subdivision

The applicant is seeking a “minor subdivision” to divide the remainder of Lot 1, Block 2 of the Annandale Business Park 4th Addition into two separate lots.

The parcel to be developed would be slightly less than 1 acre in size and the remainder would be about 2.4 acres. The 2.4 acres would remain under City ownership.

Section 151.10 Subd. 3B states that properties may be divided into two lots, as long as both lots meet all zoning requirements, without platting. This is referred to as a minor subdivision and is a permitted metes and bounds division.

The City's Zoning Ordinance requires that all Industrial zoned lots are a minimum of 10,000 square feet in size with 100 feet in frontage. The proposed lots both meet these minimum requirements, as the smaller lot is proposed at 159 feet in width and about 41,025 square feet in area.

The applicant is required to dedicate perimeter drainage and utility easements, which are depicted on the survey. These will have to be provided in the form of an easement document.

The Planning Commission must make a recommendation based on the following findings for the minor subdivision:

1. The proposed subdivision is generally consistent with the Zoning Ordinance.
2. There is adequate storm water management to support the proposed division and use.
3. There are adequate roads to serve the site.
4. There is adequate sewer and water service for the proposed division and use.
5. The proposed division and use are consistent with the Comprehensive Plan.

#### **Site Plan Review**

Prior to the issuance of a building permit for the new construction or expansion of any principal or accessory structure, a site plan must be submitted for review. Site plans for industrial principal structures are required to be reviewed by the Planning Commission and City Council. The Planning Commission must review and comment on the site plan with recommendations to be forwarded to the City Council.

The applicant proposes to develop the site with a 64' x 105' (6,720 square foot) building and an associated driveway and parking lot. There is also a fenced outdoor storage area identified on the plan. The proposed use of the building is for three industrial condos which will each have an overhead door in the front and rear, front entrance, office of 316 square feet, and bathroom.

#### **Setbacks & Performance Standards –**

For industrial uses, the code allows for one principal building to be located on a lot. The proposal is for a single structure. No plans for additional structures have been provided.

The lot area occupied by structures may not exceed 50% of the total lot area. The proposed structure is about 17% of the lot area.

Buildings are permitted to be 40 feet in height. The proposed structure is around 20 feet in height.

In the Industrial District, the required setbacks from property lines are 30 feet to the front, 50 feet to the rear (due to residentially zoned property to the north), and 15 to the sides. The proposed structure is about 60 feet to the front, 100 feet to the rear, 24 feet to the side (west), and 30 feet to the side (east).

#### **Building Elevations –**

Section 150.49 of the Zoning Ordinance requires that “all buildings shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not

adversely impact the property values of the abutting properties or adversely impact the public health, safety, and general welfare.” The ordinance requires that exterior building finishes shall consist of materials comparable in grade and quality to brick; natural stone; decorative concrete block; cast in place concrete or precast concrete panels; wood, provided the surfaces are finished for exterior use and wood of proven exterior durability is used, such as cedar, redwood, cypress; (or metal or vinyl siding manufactured to resemble wood siding); curtain wall panels of steel, fiberglass and aluminum (nonstructural, nonload bearing), provided such panels are factory fabricated and finished with a durable nonfade surface and their fasteners are of a corrosion resistant design; glass curtain wall panels; or stucco.

The ordinance states that “in industrial districts, the street facing front façade of all buildings shall not be more than 70% metal exterior finishes. A minimum of 30% shall consist of brick; stone, natural and textured cast stone; concrete masonry with integral color and texture (such as split rock faced concrete block) or with exterior surfaces that have been treated with a decorative applied, surface texture, and color other than paint; or cast in place concrete or pre-cast concrete panels.”

The applicant is proposing a metal building with a street facing façade with 3 feet of stone. The remainder of the front façade is “steel 6” lap wood siding” with some shakes on the front porches. A detailed breakdown of exterior materials will need to be furnished including a specification on whether the steel lap wood siding meets code requirements.

The remainder of the building is proposed to be a two-tone metal building. The roof is proposed to be metal, as well. Concealed/hidden fasteners must be used for roofing.

#### Lighting -

Section 150.49 states that any artificial lighting used to illuminate an off-street parking area, sign, or other structure, shall be arranged so as to deflect light away from any adjoining property or from public streets. The source of lights shall be hooded or controlled in some manner so as not to light adjacent property. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right of way. Any light or combination of lights which cast light on a public street shall not exceed 1 foot candle (meter reading) as measured from the centerline of said street. Any light or combination of lights which cast light on adjoining property shall not exceed 0.4 candles (meter reading) as measured from said property. A lighting plan was not provided.

#### Signage –

The applicant is proposing three wall signs for the building. Wall signs are permitted up to 15% of the front façade. The signs appear to be meeting code requirements. Signs require separate building permits.

#### Access and Parking –

Section 150.50 of the Zoning Ordinance states the City’s parking requirements. Off-street parking areas and driveways must provide for proper drainage of surface water and shall be improved to provide a durable and dust-free hard surface. Required off-street parking is not permitted to be utilized for open storage of goods or for the storage of vehicles which are inoperable or for sale or rent. Also, parking shall not be allowed in areas that are not designated for off-street parking, including open space.

Parking areas shall be designed to 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. The proposed driveway to the site is 30 feet in width.

All 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. The proposed parking area is about 9 feet from the property line. Landscaping is proposed between the right-of-way and parking area.

Parking stalls are provided for at 9' x 20' which meets code requirements. There is also one required handicapped stall provided. Proper signage will be required.

Parking for this use is required at 1 stall per 1,000 square feet of building. The applicant is proposing 7 stalls, which is adequate for the current proposed usage. Future users of the building that are not a storage/warehouse use may not be permitted to occupy the building, as there may not be enough parking.

#### Access and Circulation –

As identified above, the driveway access entering the site is 30 feet wide. The drive aisle to the parking areas in front of the building is 24 feet in width, which is appropriate for two-way traffic.

#### Landscaping –

For this site, the lot area remaining after providing for off-street parking, sidewalks, driveways, building sites is required to be planted and maintained in grass, sodding, shrubs or other acceptable vegetation generally used in landscaping within one year of completion of construction of the principal structure. At least 25% of industrially zoned lots must be landscaped open space. This project proposes a greater percent of green space than the minimum requirement.

Industrial sites must contain at a minimum 1 tree per 1,000 square feet of gross building floor area (7 trees). The ordinance requires that this include at least 25% deciduous trees (that are a minimum of 2 inches in diameter as measured six inches above the ground) and at least 25% coniferous trees that are 6 feet in height. The applicant is proposing 7 maple and 3 spruce trees of an unspecified size. Details on the planting size are required to verify compliance with City Code.

The ordinance also requires plantings along the foundation of the building. The applicant is proposing two small areas on the sides with plantings. The ordinance requires 1 small shrub every 20 feet of building façade.

#### Exterior Storage / Screening / Accessory Buildings –

No exterior storage is allowed other than as shown on a site plan approved by the City. The applicant is proposing a fenced outdoor storage area. Details on the fencing were not provided but it is stated to be “chain link” with no height stated. The ordinance allows fences up to eight feet in height.

Outdoor storage areas are required to be screened. Screening may be provided by fences, trees, or berms. The applicant is proposing four red maples in the rear of the lot. Due to this screening requirement, it may be more prudent to place evergreen trees in the rear and along the side of the outdoor storage area.

The ordinance requires that all refuse/recycling containers must be located in the rear yard and screened. Screening of the trash enclosure may consist of a fence, trees, shrubs and berms, but shall not extend within 15 feet of any street for driveway.

#### Land Use –

As mentioned, the property is zoned Industrial which permits certain industrial uses. No use may be introduced to the site which does not conform to these requirements.

#### Grading, Drainage, and Utilities –

The City Engineer has provided comments on the site plan in regards to grading, drainage, and utilities.

### **ANALYSIS**

The Comprehensive Plan identifies the property as being “Multifamily.” This could result in a rezoning to any district that allows for attached housing based on the context of the area. The possible districts are R-2, One and Two Family Residential, R-4, Medium Density Multi-Family Residential, and R-5, High Density Multi-Family Residential. R-2 allows for duplexes, R-4 allows for up to 8 units per acre in townhouses and apartments, and R-5 allows for up to 15 units per acres also in townhouses and apartments.

The applicant is seeking to develop the property as R-5, High Density Residential, and utilize the site for an apartment building. The properties that this site will draw traffic through for access are all developed as lower intensity uses. The properties to the north and east are single family and the properties to the west and southwest are medium density. The Cottages of Annandale and the Pintail Ponds townhouse developments are all around 5 units per acre and meet the R-4 density requirements. The introduction of R-5 in this area could be viewed as somewhat incompatible.

Both concept plans depict Willow Drive dead ending into the site. One concept shows Ash Street not being connected. The City’s Subdivision Ordinance prohibits dead end streets and requires cul-de-sacs when a road is terminated. Where cul-de-sacs are utilized, they are not allowed to be greater than 500 feet in length. In Concept Plan A, Ash Street would be an 1,800 foot dead end road from the east and a 620 foot cul-de-sac from the west.

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission reviewed the request and held a public hearing on June 5, 2023. Due to the Council meeting occurring on the same evening, a verbal update of the public comments and Planning Commission recommendation will be provided at the meeting.

### **STAFF RECOMMENDED ACTION**

Staff recommends approval of the minor subdivision with conditions noted in Exhibit Z.

On the site plan, Staff recommends approval with the conditions noted in Exhibit Z.

#### **Attachments:**

- A. Resolution – Minor Subdivision
- B. Resolution – Site Plan Review
- C. Aerial Image
- D. Applicant Narrative
- E. Certificate of Survey

- F. Elevations and Floorplans
- G. Civil Site Drawings
  - Site Plan
  - Grading & Drainage Plan
  - Utilities Plans
  - Existing Conditions & Removal Plan
- H. Landscaping Plan
- I. City Engineer's Letter, Dated May 26, 2023
- Z. Conditions of Approval

### **EXHIBIT Z**

Minor Subdivision: As proposed, the division of the property appears to generally meet code requirements and Staff would recommend approval with the following conditions.

1. Perimeter easements are granted on all sides of the lot.
2. All comments from the City Engineer are met.
3. Any comments from the City Attorney regarding the recording of the division and terms to effectuate this approval are met.

Site & Building Plan Review: Staff would also recommend approval of the site and building plan provided the following conditions are applied to any recommendation of approval:

1. Details on the finishes of the exterior elevations shall be provided depicting conformance to Code requirements.
2. The landscaping plan shall be adjusted to state the size of the trees being planted. Sizes are required to comply with the Zoning Ordinance minimum sizes.
3. The landscaping plans shall be modified to provide screening around the outdoor storage area.
4. An exterior lighting plan shall be provided. Exterior lighting shall not exceed 0.4 foot candles at any property line.
5. A trash enclosure with screening must be designated on the site plan.
6. Building permits are required for construction.
7. Uses of the site must be allowed in the Industrial District and is required to meet all applicable City Code, including parking.
8. Securities and/or performance agreements shall be required to ensure compliance with the terms of this approval.
9. All comments from the City Engineer, Fire Chief, Building Official, City Attorney, and other City Staff shall be addressed.



**CITY OF ANNANDALE  
RESOLUTION 23-XX**

**RESOLUTION APPROVING MINOR SUBDIVISION  
PART OF LOT 1, BLOCK 2, ANNANDALE BUSINESS PARK 4TH ADDITION  
PID: PART OF 102-082-002010**

WHEREAS, the City of Annandale has received a land use application request from BJB Holdings, LLC (Brian Bruggeman) for a minor subdivision in the Industrial District (I-1); and

WHEREAS, the Planning Commission held a duly-noticed public hearing on the application on June 5, 2023; and

WHEREAS, the City Council reviewed the request on June 5, 2023; and

WHEREAS, the City Council by this Resolution desires to set forth its findings and ruling with respect to the application; and

NOW THEREFORE, BE IT RESOLVED by the City of Annandale that it hereby makes the following findings of fact on the requested variance:

1. The proposed subdivision is generally consistent with the Zoning Ordinance.
2. There are adequate roads to serve the site.
3. There is adequate sewer and water service for the proposed division and use.
4. The proposed division and use are consistent with the Comprehensive Plan.

BE IT FURTHER RESOLVED that the City Council approves the request with the following conditions:

1. Perimeter easements are granted on all sides of the lot.
2. All comments from the City Engineer are met.
3. Any comments from the City Attorney regarding the recording of the division and terms to effectuate this approval are met.

WHEREUPON, said resolution was declared duly passed and adopted this 5th day of June 2023.

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Shelly Jonas, Mayor

Attested:

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Kelly Hinnenkamp, City Administrator/Clerk

Applicant: BJB Holdings, LLC | Request for Minor Subdivision & Site Plan Review

Created by: City of Annandale

Legal: See City Hall | Part of PID 102-082-002010





**CITY OF ANNANDALE  
RESOLUTION 23-XX**

**RESOLUTION APPROVING SITE AND BUILDING PLAN REVIEW IN THE  
INDUSTRIAL DISTRICT (I-1)  
PART OF LOT 1, BLOCK 2, ANNANDALE BUSINESS PARK 4<sup>TH</sup> ADDITION  
PID: PART OF 102-082-002010**

WHEREAS, the City of Annandale has received a land use application request for Site and Building Plan Review from BJB Holdings, LLC (Brian Bruggeman) to construct three attached industrial condos in the Industrial District (I-1); and

WHEREAS, the Planning Commission reviewed the application on June 5, 2023;  
and

WHEREAS, the City Council reviewed the application on June 5, 2023; and

WHEREAS, the City Council by this Resolution desires to set forth its ruling with respect to the application; and

NOW THEREFORE, BE IT RESOLVED that the City Council approves the site and building plan review with the following conditions:

1. Details on the finishes of the exterior elevations shall be provided depicting conformance to Code requirements.
2. The landscaping plan shall be adjusted to state the size of the trees being planted. Sizes are required to comply with the Zoning Ordinance minimum sizes.
3. The landscaping plans shall be modified to provide screening around the outdoor storage area.
4. An exterior lighting plan shall be provided. Exterior lighting shall not exceed 0.4 foot candles at any property line.
5. A trash enclosure with screening must be designated on the site plan.
6. Building permits are required for construction.
7. Uses of the site must be allowed in the Industrial District and is required to meet all applicable City Code, including parking.
8. Securities and/or performance agreements shall be required to ensure compliance with the terms of this approval.

All comments from the City Engineer, Fire Chief, Building Official, City Attorney, and other City Staff shall be addressed.

WHEREUPON, said resolution was declared duly passed and adopted this 5th day of June 2022.

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Shelly Jonas, Mayor

Attested:

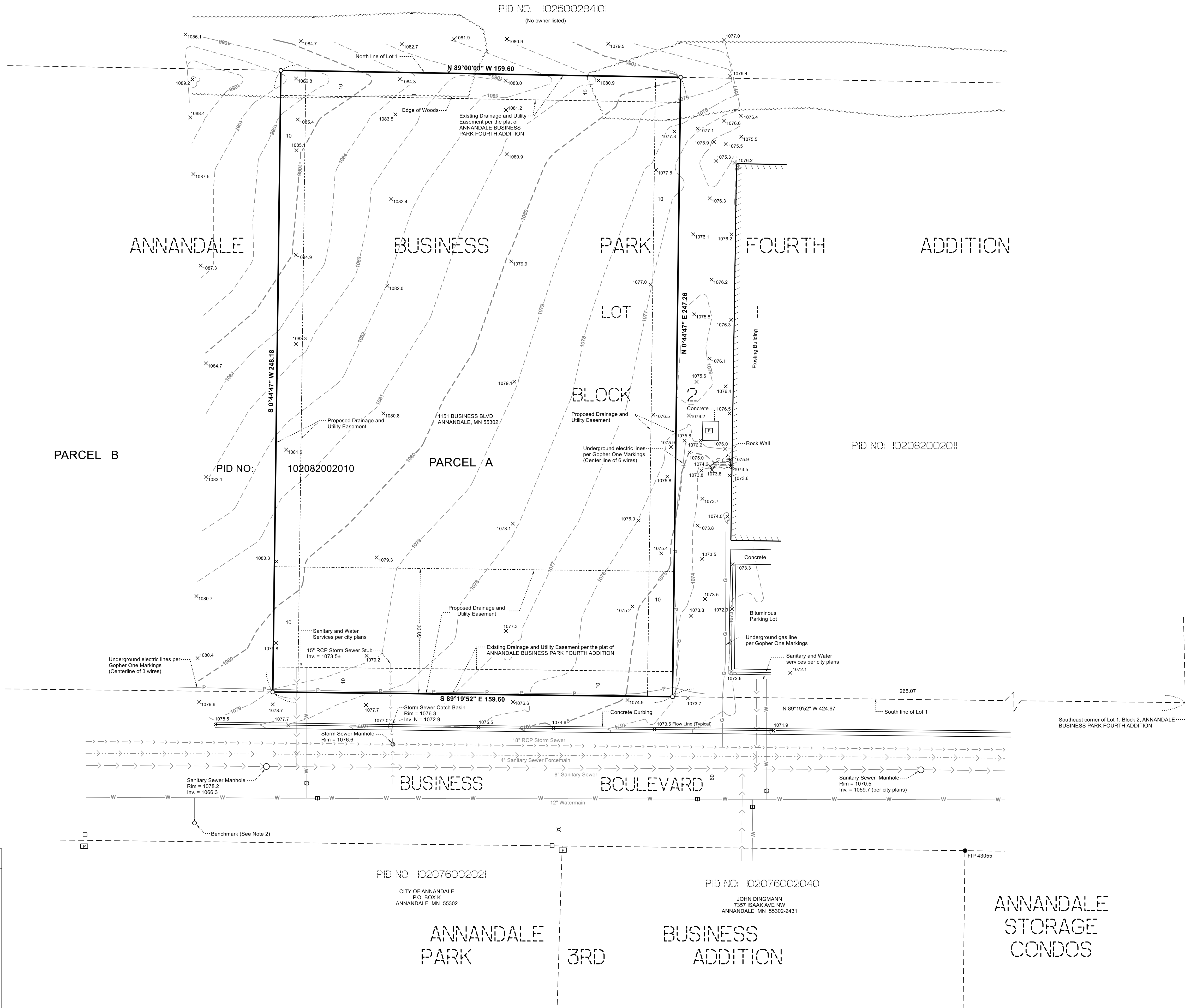
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Kelly Hinnenkamp, City Administrator/Clerk

## Description of Request

Requesting a minor subdivision with the intent of being able to develop 3 "for sale" industrial business condos located in the Annandale Business Park.

# CERTIFICATE OF SURVEY



- NOTES:
- 1) Benchmark:  
Top nut of hydrant south side of Business Blvd as shown hereon.  
Elevation= 1081.91 feet (NAVD 1988 datum)
  - 2) Area: 41025 SqFt 0.9 Acres
  - 3) Location of utilities existing on or serving the surveyed property as determined by observed evidence together with evidence from plans obtained from utility companies or provided by the client, and markings by utility companies and other appropriate sources (are shown hereon), subject to the following restrictions:
    - A. Utility operations do not consistently respond to locate requests through the Gopher State One Call service for boundary purposes such as this.
    - B. Those utility operators that do respond, often will not locate services from their main line to the customer's structure or facility - they consider those segments private installations that are outside their jurisdiction. If a private service to an adjoining side crosses this site or a service to this site crosses an adjoining, it may not be located since most operators will not mark such "private" services.
    - C. Snow and ice conditions during winter months may obscure otherwise visible evidence of a buried structure or utility.
    - D. Maps provided by operators, either along with a field location or in lieu of such a location, are very often inaccurate or inconclusive.
    - E. EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THIS SITE. BEFORE DIGGING, YOU ARE REQUIRED BY LAW TO NOTIFY GOPHER STATE ONE CALL AT LEAST 48 HOURS IN ADVANCE AT 651454-0002.
    - F. Lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
    - G. Per Gopher State One-Call Ticket No. 230870823, the following utilities and municipalities were notified:  

CITY OF ANNANDALE	(320)274-3055
MIDCONTINENT COMMUNICATIONS	(800)888-1300
CENTER POINT ENERGY	(612)321-4421
WINDSTREAM COMMUNICATIONS	(800)289-1901
WRIGHT HENNEPIN COOP	(763)477-3000
  - 4) The parcel numbers and owners were obtained from the Wright County Online Tax Statements.
  - 5) The legal descriptions for Parcel A, Parcel B and the drainage and utility easement are not of record as of the date of this survey.

PROPOSED LEGAL DESCRIPTION FOR PARCEL A:

That part of Lot 1, Block 2, ANNANDALE BUSINESS PARK FOURTH ADDITION, according to the recorded plat thereof, Wright County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 1; thence westerly on an assumed bearing of North 89 degrees 19 minutes 52 seconds West, along the south line of said Lot 1, a distance of 265.07 feet to the point of beginning of the land to be described; thence continue North 89 degrees 19 minutes 52 seconds West, along said south line, a distance of 159.60 feet; thence North 00 degrees 44 minutes 47 seconds East, to the north line of said Lot 1; thence South 89 degrees 00 minutes 00 seconds East, along the north line of said Lot 1, to the intersection with a line which bears North 00 degrees 44 minutes 47 seconds East from the point of beginning; thence southerly to the point of beginning.

PROPOSED LEGAL DESCRIPTION FOR PARCEL B:

That part of Lot 1, Block 2, ANNANDALE BUSINESS PARK FOURTH ADDITION, according to the recorded plat thereof, Wright County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 1; thence westerly on an assumed bearing of North 89 degrees 19 minutes 52 seconds West, along the south line of said Lot 1, a distance of 424.67 feet to the point of beginning of the land to be described; thence North 00 degrees 44 minutes 47 seconds East, to the north line of said Lot 1; thence westerly, along said north line, to the northwest corner of said Lot 1; thence southerly, along the west line of said Lot 1, to the southwest corner of said Lot 1; thence easterly, along the south line of said Lot 1, to the point of beginning.

PROPOSED LEGAL DESCRIPTION FOR DRAINAGE AND UTILITY EASEMENTS:

An easement for drainage and utility purposes over, under and across that part of Lot 1, Block 2, ANNANDALE BUSINESS PARK FOURTH ADDITION, according to the recorded plat thereof, Wright County, Minnesota, described as being a 10.00 foot wide strip of land, the east line of which is described as follows:

Commencing at the southeast corner of said Lot 1; thence westerly on an assumed bearing of North 89 degrees 19 minutes 52 seconds West, along the south line of said Lot 1, a distance of 265.07 feet to the point of beginning of the line to be described; thence North 00 degrees 44 minutes 47 seconds East to the north line of said Lot 1 and said line there terminating.

The west line of said 10.00 foot strip is to be prolonged or shortened, so as to begin on the south line of said Lot 1 and to terminate on the north line of said Lot 1.

Together with:

An easement for drainage and utility purposes over, under and across that part of Lot 1, Block 2, ANNANDALE BUSINESS PARK FOURTH ADDITION, according to the recorded plat thereof, Wright County, Minnesota, described as being a 10.00 foot wide strip of land, the west line of which is described as follows:

Commencing at the southeast corner of said Lot 1; thence westerly on an assumed bearing of North 89 degrees 19 minutes 52 seconds West, along the south line of said Lot 1, a distance of 424.67 feet to the point of beginning of the line to be described; thence North 00 degrees 44 minutes 47 seconds East, to the north line of said Lot 1 and said line there terminating.

The east line of said 10.00 foot strip is to be prolonged or shortened, so as to begin on the south line of said Lot 1 and to terminate on the north line of said Lot 1.

Together with:

An easement for drainage and utility purposes over, under and across the south 50.00 feet of Lot 1, Block 2, ANNANDALE BUSINESS PARK FOURTH ADDITION, according to the recorded plat thereof, Wright County, Minnesota.

LEGEND	
□	Water Gate Valve
◇	Hydrant
○	Sanitary Manhole
○	Set Iron Monument #41226
●	Found Iron Monument
⊗	Storm Manhole
□	Telephone Pedestal
×	Light Pole
⊞	Power Vault
×	Spot Elevation



375 SPRUCE AVENUE NORTH  
P.O. BOX 323  
MAPLE LAKE, MN 55358  
320-401-1118

CLIENT: Brian Bruggeman  
7117 Isaak Ave. N.W.  
Annandale, Mn 55302

PROJECT LOCATION: Part of PID No. 102082002010  
Annandale, Minnesota  
Wright County

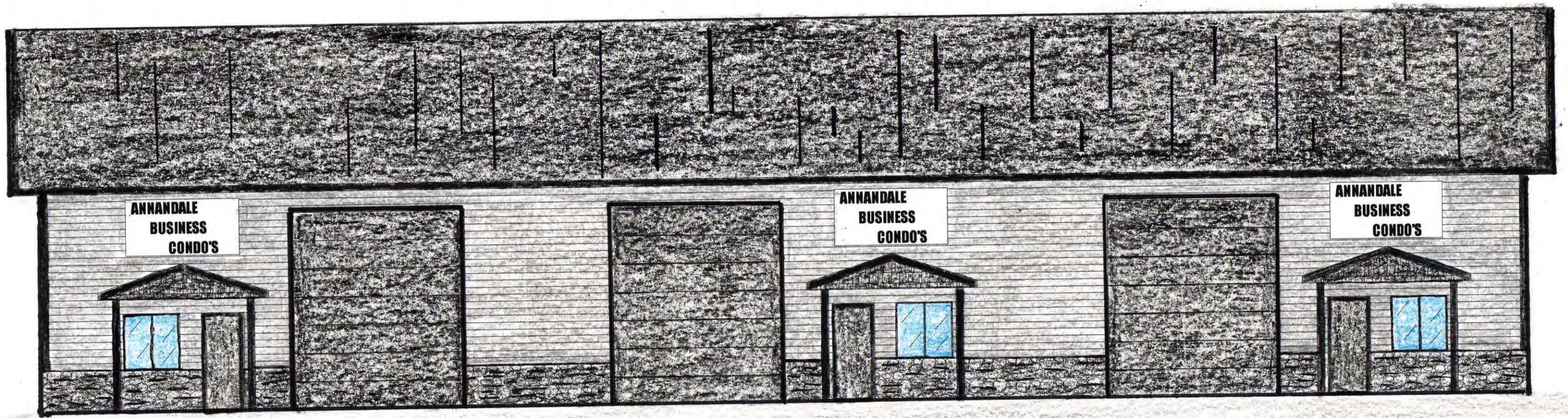
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
*Charles E. Webb, Jr.* Date: 03/28/23  
Charles E. Webb, Jr.  
License No. 41226

NO	DATE	BY	DESCRIPTION
1	4/17/23	MW	Revised Topography
2	4/26/23	CW	Revised west line

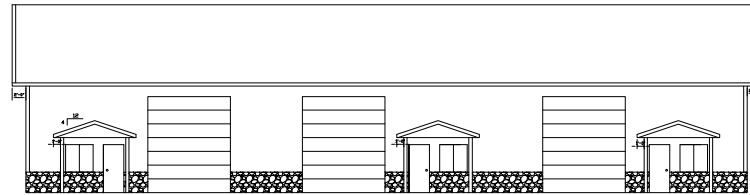
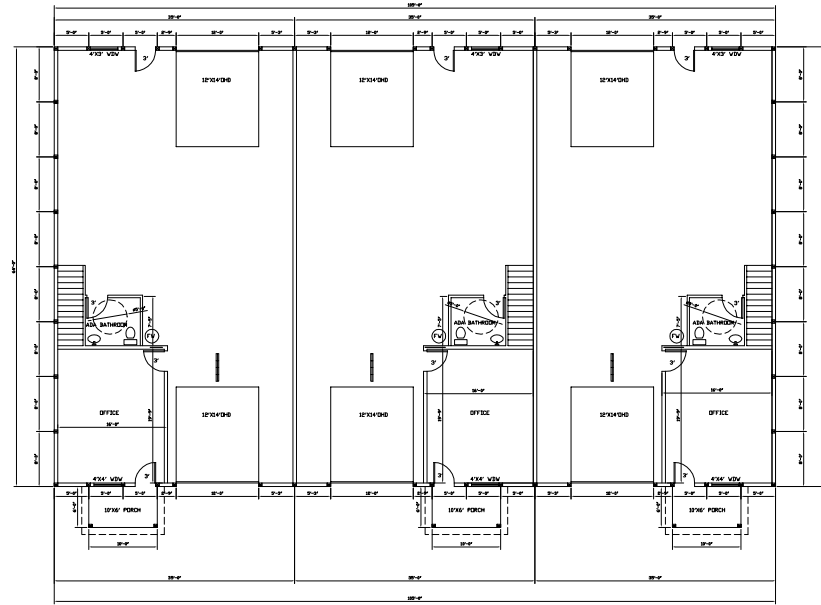
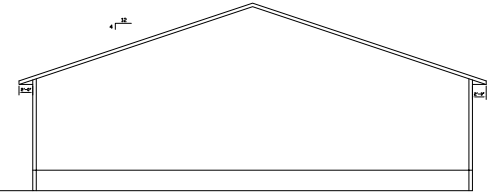
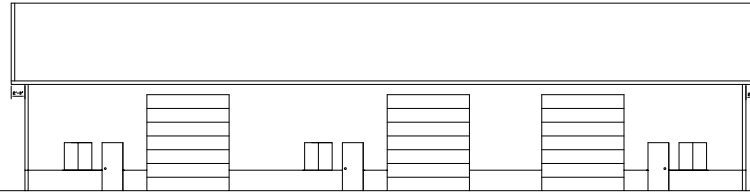
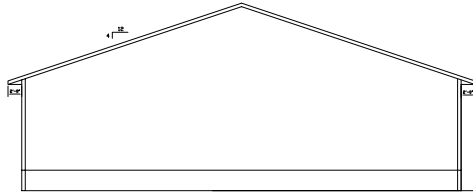
PROJECT NUMBER: 21131

SHEET: 1 OF 1



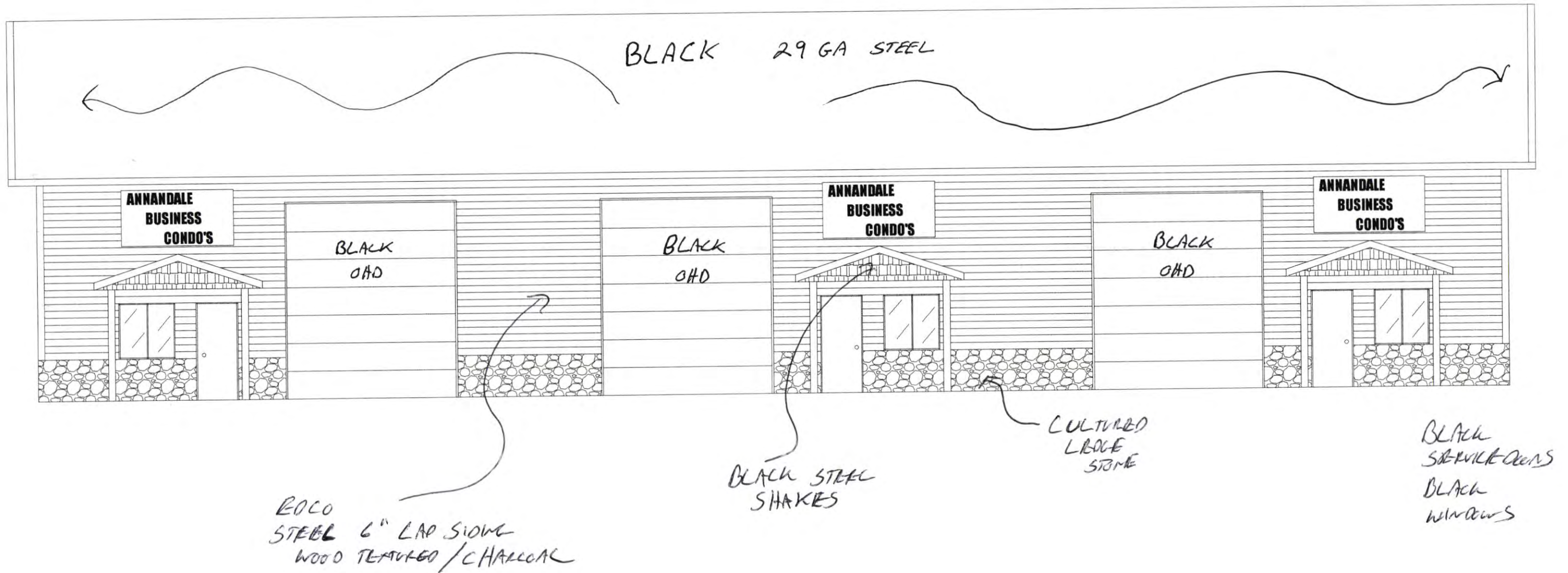




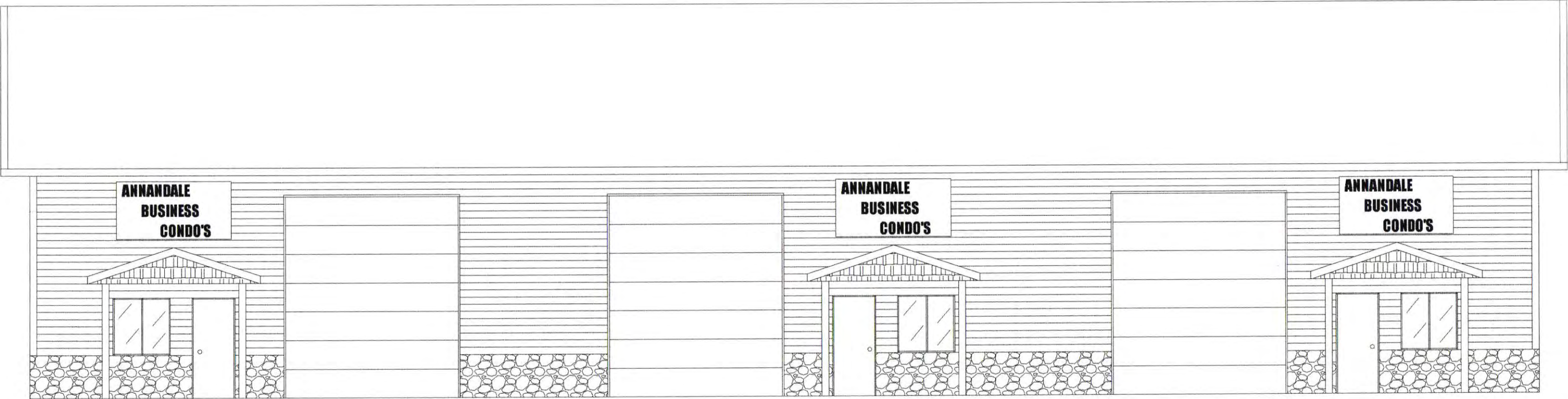


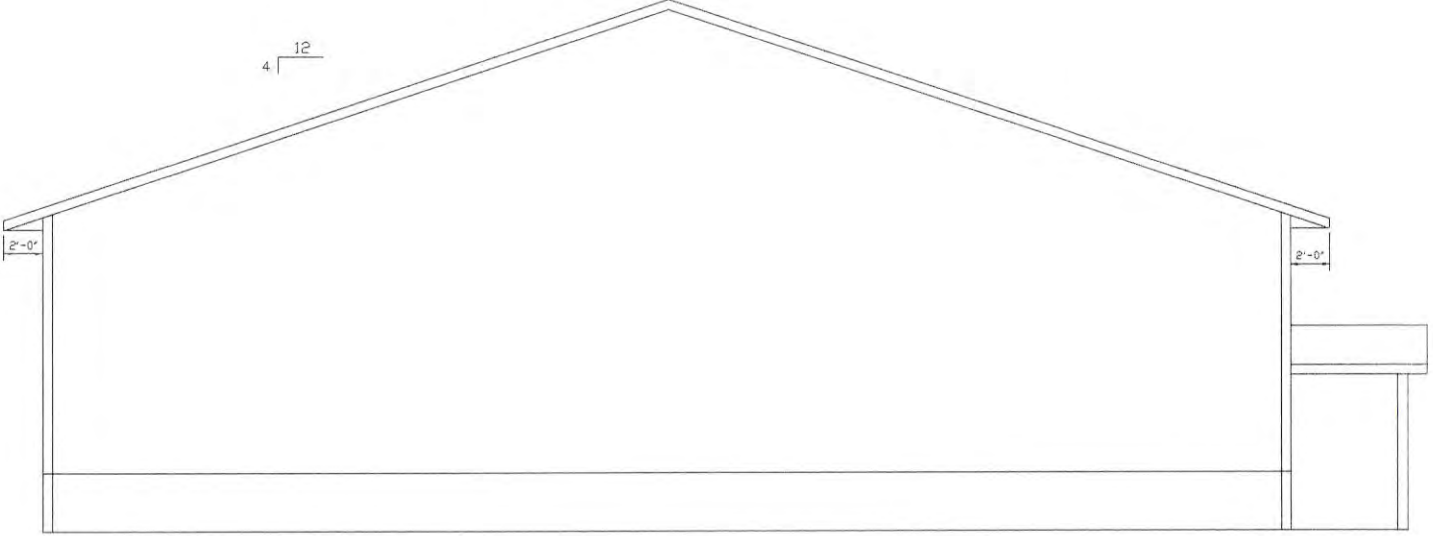
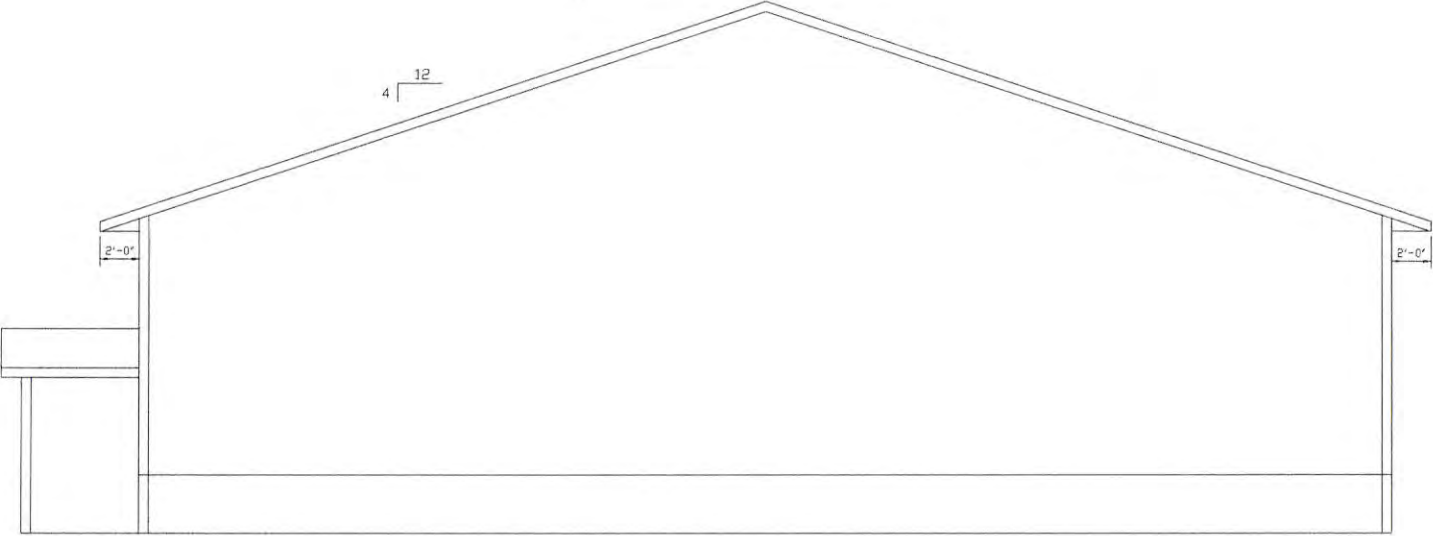


- o Front Elevation - 3' Cultured Stone Wains / Steel 6" Lap Wood Siding (Charcoal) / Shakes in Porch Gables (Black)
- o Both Sides Elevations & Back Elevations / 3' Steel Wainscot (Black) / Steel above (charcoal)
- o Roof steel (Black)
- o Roof on porches (black)
- o Black Over-Head Doors / Black Windows / Black Service Doors



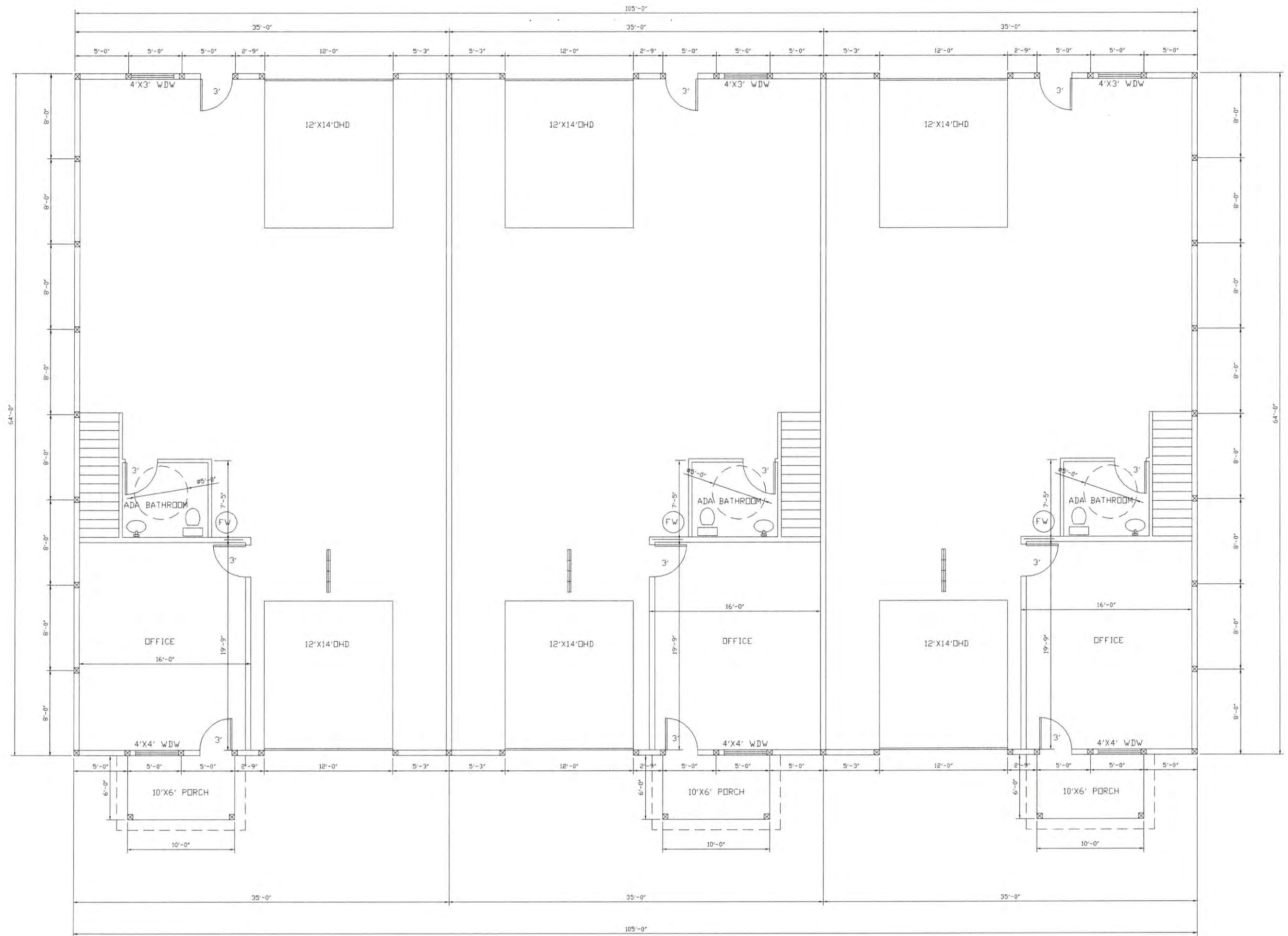
o Signage is shown on provided rendering in 3 locations. Each sign measures 4x8 or 32 SF, for a total of 96 SF of signage. Total building façade measures 1,680 SF inclusive of doors and windows, or 1,176 SF without doors and window.  $1,176 * 15\% = 176$  SF of allowed signage.











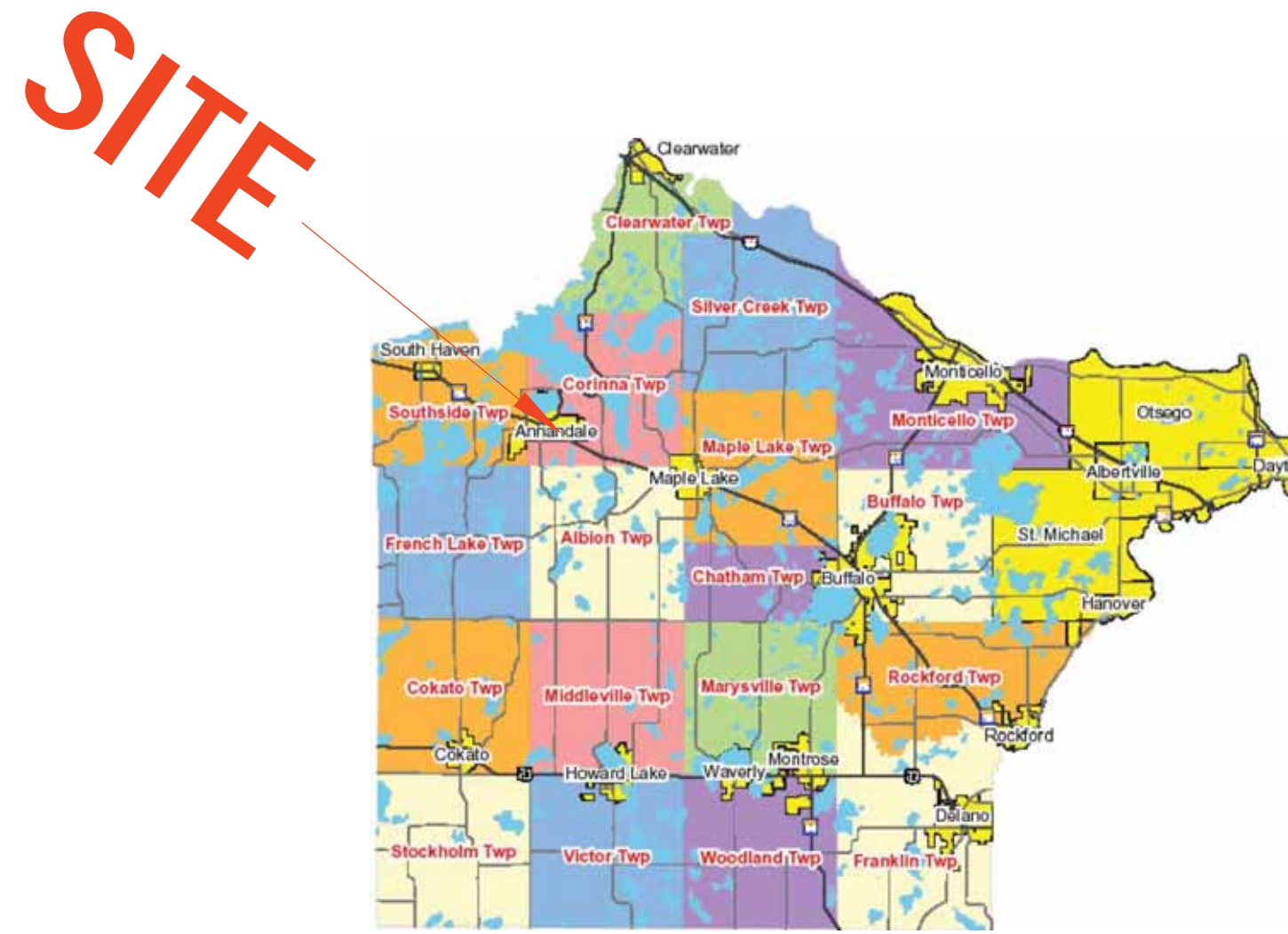


# ANNANDALE BUSINESS CONDOS

# SITE IMPROVEMENT PROJECT



# MINNESOTA



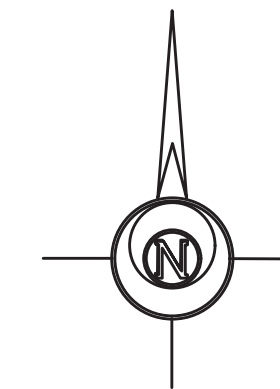
# WRIGHT COUNTY



CITY OF ANNANDALE, MN



## PROJECT LOCATION



## INDEX OF CIVIL SITE DRAWINGS:

- |    |                                    |
|----|------------------------------------|
| C0 | PROJECT LOCATION PLAN              |
| C1 | SITE PLAN                          |
| C2 | GRADING & DRAINAGE PLAN            |
| C3 | SANITARY & WATERMAIN UTILITY PLAN  |
| C4 | STORM SEWER UTILITY PLAN           |
| C5 | EROSION CONTROL PLAN               |
| C6 | EXISTING CONDITIONS & REMOVAL PLAN |
| C7 | DETAILS                            |

OWNER:

**Brian Bruggeman**

7117 ISAAK AVE. NW  
ANNANDALE, MN. 55302

**brian.bruggeman@colliers.com**  
**952 837 3079**

# ANNANDALE BUSINESS CONDOS SITE IMPROVEMENT PROJECT

**Business Boulevard  
Annandale, Minnesota**

## PROJECT LOCATION PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date: 05/08/23 Reg. No. 24348

**CIVIL ENGINEERING**  
**SITE DESIGN**

1118 East Broadway St.  
PO Box 566  
Monticello, Mn 55362  
Phone: 763-314-0929  
[www.civilestd.com](http://www.civilestd.com)

## REVISIONS

DATE 05/08/23

	DRAWN BY	SD
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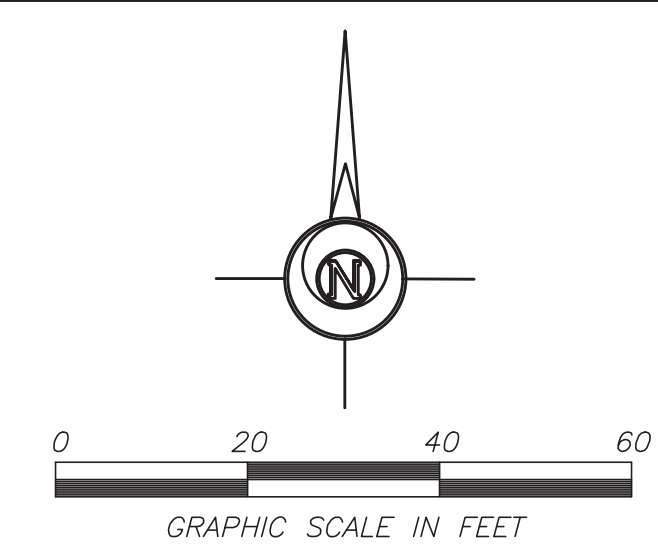
DESIGNED BY SD

FILE NO. 00908

CO

Project Location plan





**OWNER:**

**Brian Bruggeman**

**7117 ISAAC AVE. NW  
ANNANDALE, MN. 55302**

**brian.bruggeman@colliers.com  
952 837 3079**

**ANNANDALE BUSINESS CONDOS  
SITE IMPROVEMENT PROJECT**

**Business Boulevard  
Annandale, Minnesota**












---

**SITE PLAN**

**Business Boulevard  
Annandale, Minnesota**

## SITE PLAN

**LEGEND:**

- |   |                                   |
|---|-----------------------------------|
|  | EXISTING BOUNDARY                 |
|  | EXISTING EASEMENT                 |
|  | EXISTING R/W LINE                 |
|  | CONCRETE HEAVY DUTY               |
|  | BITUMINOUS PAVEMENT               |
|  | PROPOSED CURB AND GUTTER STANDARD |
|  | PROPOSED CURB AND GUTTER TIP-OUT  |
|  | SETBACK LINE                      |
|  | EASEMENT LINE                     |
|  | PROPOSED PARKING STALLS           |
|  | CLASS 5 AGGREGATE SURFACE         |

## SURVEY DATA

SURVEY INFORMATION PROVIDED BY:  
WEBB SURVEYING LLC  
375 SPRUCE AVENUE NORTH  
MAPLE LAKE, MN 55358

DATED: MARCH 28, 2023

BENCHMARK: TOP NUT OF HYDRANT SOUTH SIDE  
OF BUSINESS BLVD AT 1200 BUSINESS BLVD.  
ELEVATION = 1081.91 FEET (NAVD 1988 DATUM)

## PROJECT LOCATION

SE 1/4 OF THE SE 1/4,  
SECTION 29, TOWNSHIP 121, RANGE 27,  
WRIGHT COUNTY, MINNESOTA.

### PROPOSED PROPERTY DESCRIPTION

PARCEL A1 (SEE SURVEY),  
PART OF LOT 1, BLOCK 2,  
ANNANDALE BUSINESS PARK FOURTH ADDITION,  
WRIGHT COUNTY, MINNESOTA.

SITE DATA:

EXISTING ZONING:	I-1 INDUSTRIAL DISTRICT
LOT AREA:	39,535 SF = 0.91/ ACRES
BLDG AREA	6,900 SF (CNCL PORCHES)
EXISTING IMPERVIOUS AREA:	0.00 SF
NEW IMPERVIOUS AREA: (proposed pavement & building areas)	<u>19,760 SF</u>
TOTAL IMPERVIOUS AREA:	19,760 SF
TOTAL PERCENT IMPERVIOUS AREA: (% of lot area; 19,760/39,535)	50.0%
TOTAL PERVIOUS AREA: (landscape, turf areas)	19,775 SF
PERCENT PERVIOUS AREA: (% of lot area; 19,932/39,535)	50.0%
DISTURBANCE AREA:	43,494 SF

## PARKING

REQUIRED PARKING:  
WHSE 1/1000 x 6,900 = 7

PROPOSED PARKING:  
7x20 SPACES (INCL ADA) = 7

**SETBACKS:**

**BUILDING:**

**FRONT YARD:** 50'

**REAR YARD:** 20'; 50' from any residentially zoned property.

**SIDE YARD:** Interior lot: 15'; 50' from any residentially zoned property. Side, corner lot: 25'; 50' any residentially zoned property.

### MINIMUM LOT REQUIREMENTS

I-1 LOT MINIMUMS:  
 LOT AREA 10,000 SF.  
 LOT WIDTH 100 FT  
 MAXIMUM LOT COVERAGE 50%

### INDEX OF CIVIL SITE DRAWINGS:

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OWNER:

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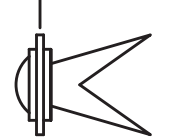
7117 ISAAK AVE. NW  
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brian.bruggeman@colliers.com  
952 837 3079

*I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.*

Date: 05/08/23 Reg. No. 24348

**CIVIL ENGINEERING  
SITE DESIGN**



VERTICAL SCALE  
1 inch = \_\_\_\_\_ feet

HORIZONTAL SCALE  
1 inch = feet

## REVISIONS

DATE 05/08/23

DRAWN BY	SD
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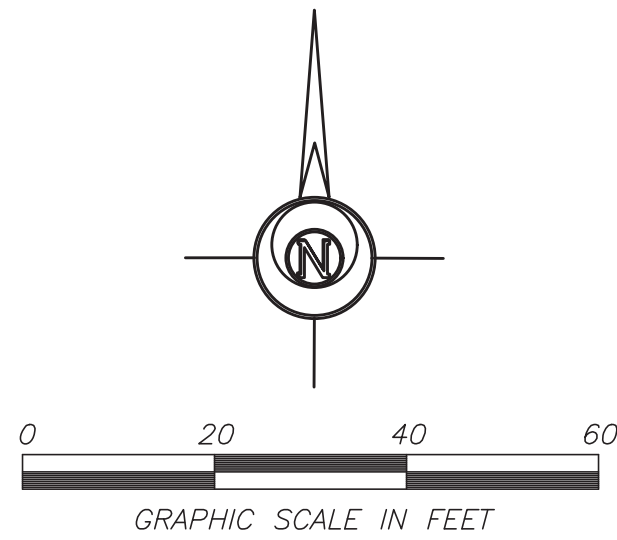
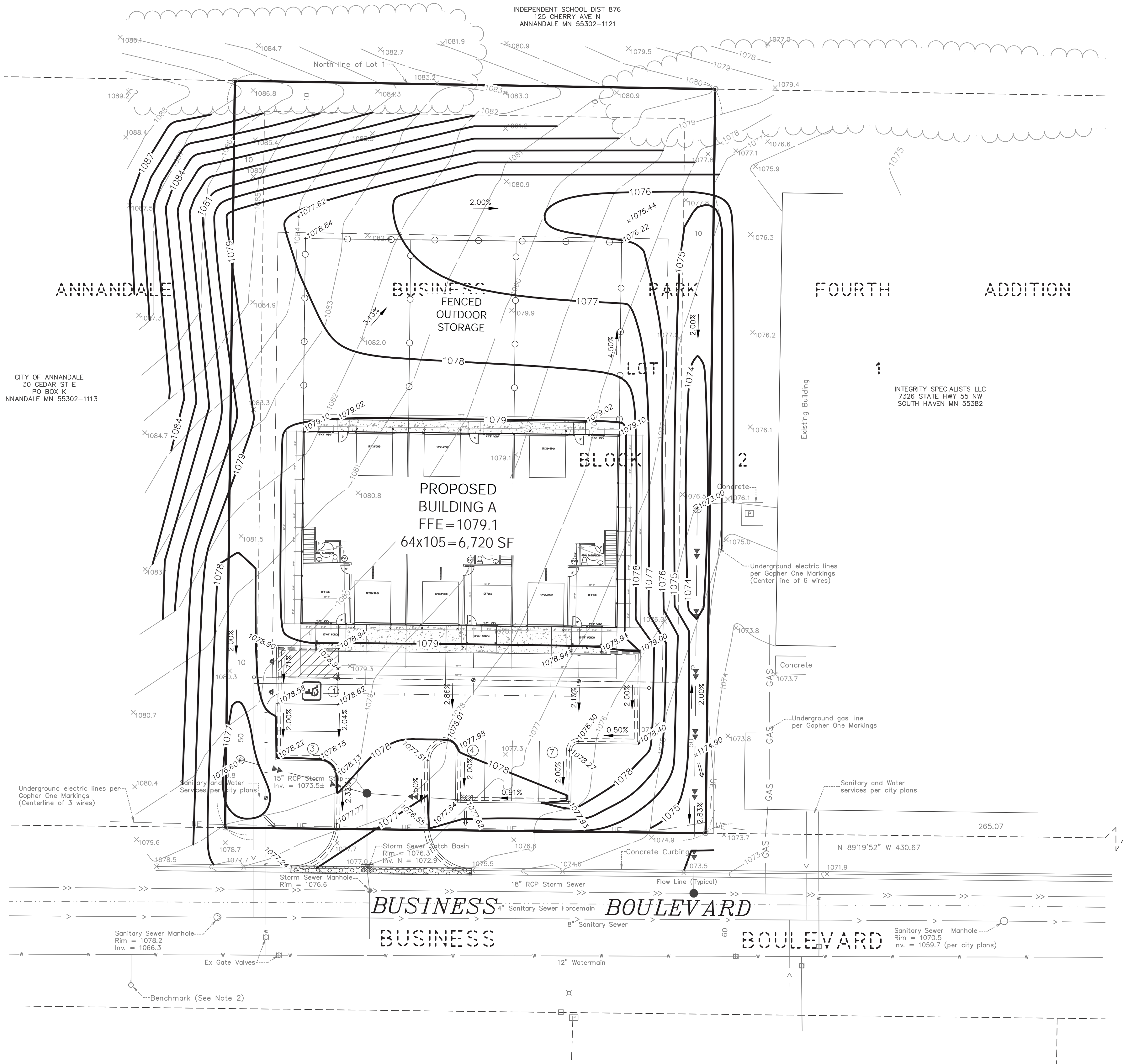
DESIGNED BY SD

FILE NO. 00908

*C1*

## Site Plan





LEGEND:

- 908 Existing Contours
- >> Existing Storm Sewer
- x 908.0 Existing Spot Elevation
- 908 Proposed Contours
- >> Proposed Storm Sewer
- x 943.50 Proposed Spot Elevation
- 2.40% Flow Direction
- => Overflow Route

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:  
WEBB SURVEYING LLC  
375 SPRUCE AVENUE, NORTH  
MAPLE LAKE, MN 55358  
DATED: DECEMBER 03, 2021  
BENCHMARK: TOP NUT OF HYDRANT SOUTH SIDE  
OF BUSINESS BLVD AT 1200 BUSINESS BLVD,  
ELEVATION = 1071.07 FEET (NAVD 1988 DATUM)

GENERAL GRADING NOTES:

- Specifications applicable for this project: Current standard specifications for City of Annandale, MN, and the latest Minnesota Department of Transportation Specifications for Highway Construction and all NPDES requirements except where modified by these contract documents.
- OSHA requirements shall be followed for all work on this project.
- The Contractor shall notify "Gopher State One Call" 48 hours prior to any excavation (1-800-252-1166).
- The Grading Contractor shall verify all locations and elevations of underground utilities with utility companies prior to any construction, and immediately notify the Engineer of any conflicts.
- Erosion Control shall be constructed, as applicable, as sequenced below:
  - A. Silt Fence.
  - B. Rock Construction Entrance.
  - C. Demolition
  - D. Common excavation (grading).
  - E. Seed and mulch or sod (See notes on Landscape plan).
- Final Plat shall govern for easements and lot dimensions.
- Any erosion control items necessary to protect adjacent properties shall be constructed by the Grading Contractor.
- Erosion control maintenance shall be performed by the Grading Contractor, and removed as per the Contract Documents or as directed by the Engineer, followed by all necessary restoration of disturbed area. This work shall be incidental to the grading contract.
- The Grading Contractor shall schedule the soils engineer to facilitate certification of all controlled fills in a timely fashion. Density tests shall meet the following:
  - A. Within the upper 3' of streets, the Grading Contractor shall utilize approved soils that are within 1% of the optimum moisture content as defined by the Standard Proctor Test-ASTM: D-698 with compaction meeting 100% Standard Proctor Density and not exceeding this compaction by more than 1%. Below the upper 3', compaction shall meet 95% Standard Proctor Density, and be within 3% of the optimum moisture content. Grading tolerances shall be 0.1'.
  - B. Grading tolerances for the remainder of the site shall be 0.25'.
- All areas of unsuitable soils found in the pad described above that cannot be corrected shall be located in the field by the Grading Contractor. The Grading Contractor shall immediately notify the Engineer of these areas and provide information as to their size and location.
- The Grading contractor shall provide positive drainage on the site at all times.
- The Grading Contractor shall keep public streets and travel ways clear of soil and debris. Daily cleaning at the construction entrance shall be performed, especially at the end of each day's work.
- All silt fence shall be removed at project completion.
- All proposed elevations are at curb flow line or finished bituminous surface unless otherwise noted.
- All erosion control best management practices shall be per City standards.

INDEX OF CIVIL SITE DRAWINGS:

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- C2 GRADING & DRAINAGE PLAN
- C3 SANITARY & WATERMAIN UTILITY PLAN
- C4 STORM SEWER UTILITY PLAN
- C5 EROSION CONTROL PLAN
- C6 EXISTING CONDITIONS & REMOVAL PLAN
- C7 DETAILS

OWNER:

Brian Bruggeman

7117 ISAAK AVE. NW  
ANNANDALE, MN. 55302

brian.bruggeman@colliers.com  
952 837 3079

ANNANDALE BUSINESS CONDOS  
SITE IMPROVEMENT PROJECT

Business Boulevard  
Annandale, Minnesota

GRADING & DRAINAGE PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date: 05/08/23 Reg. No. 24348  
Prepared By: CIVIL ENGINEERING SITE DESIGN

1118 East Broadway St.  
Monticello, Mn 55362  
Phone: 763-314-0929  
www.civillead.com

REVISIONS

DATE 05/08/23

DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

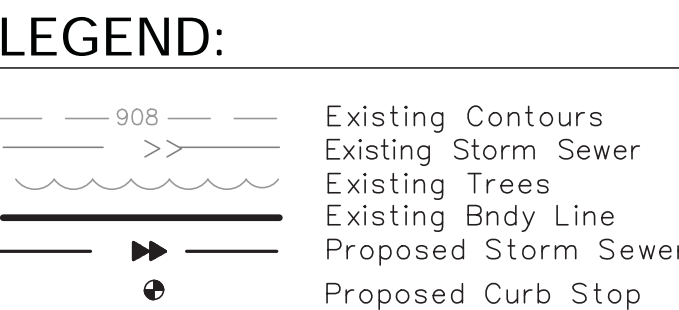
FILE NO. 00908

C2

Grading & Drainage Plan



1. SANITARY SEWER SERVICE MATERIALS 4" SCH 40 ARE TO BE INSTALLED AT 2.0% SLOPE. INSTALL CAP AT END OF SERVICE LINE.
2. ALL WATER SERVICES ARE 1.5" PE SODR9 CTS ASTM 2737 OR APPROVED EQUAL WITH SOLID CORE NO. 8 COPPER TRACER WIRE.
3. WATER SERVICES TO INCLUDE 1.5" CURB STOP AT DRAINAGE & UTILITY EASEMENT EDGE WITH PLUG AT END OF SERVICE LINE.
4. SANITARY AND WATER SERVICE PIPES MAY BE INSTALLED IN THE SAME TRENCH PARALLEL WITH 3.0 FEET HORIZONTAL SEPARATION, AND WATER SERVICE ON A BENCH A MINIMUM 18 INCHES ABOVE THE TOP OF SANITARY SEWER SERVICE.



### GENERAL UTILITY NOTES

1. Specifications applicable for this project: Current standard specifications for the City of Annandale, MN and all Minnesota Department of Health and MPCA requirements except where modified by these contract documents.
2. OSHA requirements shall be followed for all work on this project.
3. The Contractor shall notify "Gopher State One Call" prior to any excavation (651-454-0002 or 1-800-252-1166 out state.)
4. The Contractor shall verify all locations and elevations of underground utilities with utility companies prior to any construction (storm sewer, sanitary sewer, water, natural gas, telephone, electric, etc.), and immediately notify the Engineer of any conflicts.
5. The Contractor shall protect all existing utilities and facilities to allow proper functioning during and after construction. Any required supporting structures shall be supplied by the Contractor as work incidental to the contract.
6. The Contractor shall immediately notify the Engineer of any conflicts between existing utilities, and the proposed construction. The Engineer will coordinate with the Utility Company in question to determine the need for relocation of the existing utility.
7. Existing conditions such as sand in manholes or valve boxes shall be identified by the Contractor and these shall be reported to the Engineer prior to excavation by the Contractor. Once construction has begun, all damage to underground utilities will be assumed to have been caused by the Contractor, any repairs necessary shall be performed by the Contractor at the Contractor's expense.
8. Final Plat shall govern for easements.
9. The Contractor shall coordinate with the local jurisdiction to obtain permits and meter for water source. All associated costs shall be incidental to the Contractor, including disposal of test water into sanitary sewer system. The Contractor shall not operate gate valves or hydrants on the water supply system.
10. The Contractor shall notify the City Engineer, staff, and the Project Engineer 48 hours prior to starting work or as required by the local jurisdiction or be subject to being shut down.
11. The Contractor shall keep access roads clear of soil or other debris, and perform daily street cleaning as required by the NPDES permit. Positive drainage, controlled with erosion control and erosion prevention measures as required by the NPDES permit shall be performed. Inlet protection shall be installed within 48 hours after inlet construction. Unless specified on the plans or as a bid item on the Bid Form, any temporary culverts, ditches, filter fabric, etc. necessary to accomplish this shall be performed as incidental to the Contract.
12. The Contractor shall preserve and protect the markers and monuments set for the subdivision of the land.
13. The Contractor shall schedule the soils engineer to facilitate certification of all controlled fills in a timely fashion. Density tests shall meet the following:
  - A. Density tests shall be taken on all trenches at locations as determined by the Engineer or his representative.
  - B. Within the upper 3' of streets, private drives and parking lots, Contractor shall utilize approved soils that are within 1% optimum moisture content as defined by the Standard Proctor Test-ASTM: D-698 with 100% Standard Proctor Density and not exceeding compaction by more than 1%. Below the upper 3', compaction shall meet 95%. Grading tolerances shall be 0.1'.
14. The Owner shall pay for all testing of soils compaction. Any areas which fail to meet the above standards shall be corrected and re-tested by the Owner's testing agent at the Contractor's expense.
15. The Contractor shall provide temporary traffic control in compliance with MN/DOT "Temporary Traffic Control Zone Layouts Field Manual" most recent version for construction adjacent to travel ways.
16. Contractor shall be responsible for verification of the depth of existing stubs listed on this plan prior to the ordering of any fittings, structures, castings, etc. Engineer, Owner or City shall not be responsible for any discrepancies found as depths are estimated.
17. All manhole castings in pavement shall be sumped 0.05'. All catch basin castings in curb shall be sumped 0.10'. Rim elevations on plan reflect sumped elevations.
18. Castings shall be Neenah or equivalent.
19. The contractor shall be responsible for coordinating with utility companies for power pole and/or line relocation required.
20. The contractor shall provide all necessary traffic control.
21. The contractor shall be responsible for all grading and restoration required to restore surfaces to like kind existing condition.
22. Existing curb and pavement damaged or impacted on adjacent property shall be restored with in-kind materials and section. All match lines are to be sawcut.
23. Pipe lengths shown are measured center of structure to center of structure or to end of apron.
24. The contractor shall obtain a Utility Excavation Permit from the Public Works Department prior to commencement of utility connections.
25. Contractor shall be responsible for providing the permit be ASTM D 1785, ASTM D 2241, or AWWA C900
26. Contractor or owner to provide an as-built utility plan once construction is complete.
27. The City of Annandale shall be notified a minimum of 48 hours prior to utility work at the site.
28. All construction shall be in accordance with the City of Annandale Standards.

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C7	DETAILS

# FINAL CONSTRUCTION PLANS SANITARY & WATERMAIN UTILITY PLAN

*I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.*

Date: 05/08/23 Reg. No. 24348

RED BY: **CIVIL ENGINEERING**  
**SITE DESIGN**

118 East Broadway St.  
PO Box 566  
Monticello, Mn 55362  
Phone: 763-314-0929  
[www.civilesd.com](http://www.civilesd.com)

VERTICAL SCALE  
1 inch = \_\_\_\_\_ feet

**HORIZONTAL SCALE**  
1 inch = \_\_\_\_\_ feet

## REVISIONS

DATE 05/08/23

DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

FILE NO. 00908

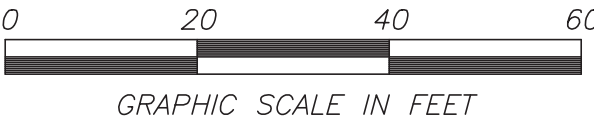
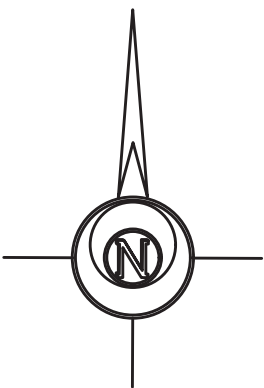
C3

Sanitary Sewer &  
Watermain Utility Plan



UTILITY SERVICE NOTES:

1. ALL SANITARY SEWER SERVICE MATERIALS ARE 4" PVC SDR26 @ 2.0%.
2. ALL WATER SERVICES ARE 1.5" PE SODR9 CTS ASTM 2737 OR APPROVED EQUAL WITH SOLID CORE NO. 8 COPPER TRACER WIRE.
3. WATER SERVICES TO INCLUDE 1.5" CURB STOP AT DRAINAGE & UTILITY EASEMENT EDGE WITH PLUG AT END OF SERVICE LINE.
4. SANITARY AND WATER SERVICE PIPES MAY BE INSTALLED IN THE SAME TRENCH PARALLEL WITH 3.0 FEET HORIZONTAL SEPARATION, AND WATER SERVICE ON A BENCH A MINIMUM 18 INCHES ABOVE THE TOP OF SANITARY SEWER SERVICE.



LEGEND:

- Existing Contours
- Existing Storm Sewer
- Existing Trees
- Existing Bndy Line
- Proposed Storm Sewer
- Proposed Curb Stop

SURVEY INFORMATION PROVIDED BY:  
WEBB SURVEYING LLC  
375 SPRUCE AVENUE NORTH  
MAPLE LAKE, MN 55358

DATED: DECEMBER 03, 2021

BENCHMARK: TOP NUT OF HYDRANT SOUTH SIDE  
OF BUSINESS BLVD AT 1200 BUSINESS BLVD.  
ELEVATION = 1071.07 FEET (NAVD 1988 DATUM)

GENERAL UTILITY NOTES

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3. The Contractor shall notify "Gopher State One Call" prior to any excavation (651-454-0002 or 1-800-252-1166 out state.)
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10. The Contractor shall notify the City Engineer, staff, and the Project Engineer 48 hours prior to starting work or as required by the local jurisdiction or be subject to being shut down.
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20. The contractor shall provide all necessary traffic control.
21. The contractor shall be responsible for all grading and restoration required to restore surfaces to like kind existing condition.
22. Existing curb and pavement damaged or impacted on adjacent property shall be restored with in-kind materials and section. All match lines are to be sawcut.
23. Pipe lengths shown are measured center of structure to center of structure or to end of apron.
24. The contractor shall obtain a Utility Excavation Permit from the Public Works Department prior to commencement of utility connections.
25. PVC pipe crossing over watermain pipe shall be ASTM D 1785, ASTM D 2241, or AWWA C900
26. Contractor or owner to provide an as-built utility plan once construction is complete.
27. The City of Annandale shall be notified a minimum of 48 hours prior to utility work at the site.
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OWNER:

Brian Bruggeman

7117 ISAAK AVE. NW  
ANNANDALE, MN. 55302

brian.bruggeman@colliers.com  
952 837 3079

ANNANDALE BUSINESS CONDOS  
SITE IMPROVEMENT PROJECT

Business Boulevard  
Annandale, Minnesota

FINAL CONSTRUCTION PLANS  
STORM SEWER UTILITY PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date: 05/08/23 Reg. No. 24348  
PREPARED BY: CIVIL ENGINEERING SITE DESIGN

1118 East Broadway St.  
Monticello, Mn 55362  
Phone: 763-314-0929  
www.civillead.com

REVISIONS

VERTICAL SCALE  
1 inch = feet

HORIZONTAL SCALE  
1 inch = feet  
(FULL SIZE SHEET 24 x 36)

DATE 05/08/23

DRAWN BY SD

DESIGNED BY SD

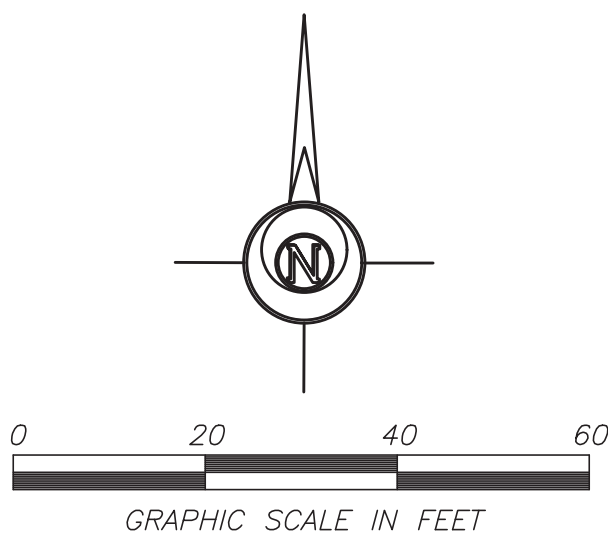
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FILE NO. 00908

C4

Storm Sewer Utility Plan





**ANNANDALE BUSINESS CONDOS  
SITE IMPROVEMENT PROJECT**

---

**Business Boulevard  
Annandale, Minnesota**

---


*I was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.*

*Sara Dalka*

Date: 05/08/23 Reg. No. 24348

PREPARED BY: \_\_\_\_\_

**CIVIL ENGINEERING**  
**SITE DESIGN**

 \_\_\_\_\_

118 East Broadway St.  
PO Box 566  
Monticello, WI 53662  
Phone: 715-44-9929

[illegible]

<u>DATE</u> 05/08/23	
<u>DRAWN BY</u> SD	
<u>DESIGNED BY</u> SD	
<u>CHECKED BY</u> SD	

FILE NO. 00908

*C5*

*Erosion Control Plan*

- 
- 908 — Existing Contours  
 — >> — Existing Storm Sewer  
 — 908 — Proposed Contours  
 — ► — Proposed Storm Sewer  
 - - - Proposed Silt Fence  
 — 0 — Proposed Fiber Logs  
 ○ Proposed Storm Sewer Inlet Protection  
 → 1.9% Flow Direction  
 [Cross-hatched] Proposed Erosion Blanket

SURVEY INFORMATION PROVIDED BY:  
WEBB SURVEYING LLC  
375 SPRUCE AVENUE NORTH  
MAPLE LAKE, MN 55358

DATED: MARCH 28, 2023

BENCHMARK: TOP NUT OF HYDRANT SOUTH SIDE  
OF BUSINESS BLVD AT 1200 BUSINESS BLVD.  
ELEVATION = 1081.91 FEET (NAVD 1988 DATUM)

SE 1/4 OF THE SE 1/4,  
SECTION 29, TOWNSHIP 121, RANGE 27,  
WRIGHT COUNTY, MINNESOTA.

PARCEL A (SEE SURVEY);  
PART OF LOT 1, BLOCK 2, ANNANDALE BUSINESS PARK FOURTH  
ADDITION, WRIGHT COUNTY, MINNESOTA.

EXISTING ZONING:	I-1 INDUSTRIAL DISTRICT
LOT AREA:	39,535 SF = 0.91/ ACRES
BLDG AREA	6,976 SF
EXISTING IMPERVIOUS AREA:	0.00 SF
NEW IMPERVIOUS AREA: (proposed pavement & building areas)	<u>19,603 SF</u>
TOTAL IMPERVIOUS AREA:	19,603 SF
TOTAL PERCENT IMPERVIOUS AREA: (% of lot area; 19,603/39,535)	49.0%
TOTAL PERVIOUS AREA: (landscape, turf areas)	19,932 SF
PERCENT PERVIOUS AREA: (% of lot area; 19,932/39,535)	51.0%
DISTURBANCE AREA:	43,494 SF

ITEM:	<u>QUANTITY</u>	<u>UNIT</u>
ROCK ENTRANCE	1	EA
SILT FENCE	261	LF
WOOD FIBER LOG	0	LF
MULCH TYPE 3 & DISC ANCHORING	0.56	AC
EROSION BLANKET CAT. 3	0	SY
INLET PROTECTION	4	EA

— 908 — Existing Contours

hazardous materials: oils, gasoline, paint, and any hazardous substance must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal must be in compliance with MPCA regulations.

External washing of trucks or other construction vehicles is not allowed on site. No engine degreasing is allowed on site. No concrete washouts are allowed on site.

Concrete truck washout is not to be allowed on site unless washout waste is contained with no discharge to ground surface or site drainage facilities. Containment systems are to be located a minimum 50 feet away from drainage facilities and watercourses. Containment systems shall have an impermeable liner. Containment system will be clearly marked with signage.

Proposed Silt Fence

Proposed Fiber Logs

All sanitary waste must be collected from portable toilet units on site by a licensed waste management contractor. The units must be secured and shall be maintained on a regular basis as needed to prevent overfilling.

- Erosion control measures shall be inspected by the contractor's representative and maintained by the contractor every Friday and within 24 hours after any rainfall event larger than 1/2" until the project is completed. Maintenance requirements are as follows:

  - slit fence = 1/3 height of fence or damaged, remove sediment and/or repair fence within 24 hours; rack entrance = refresh as necessary to conform to detail; inlet protection = install or remove sediment after each rain event; clean or replace filter when clogged; surface water = drain and stabilize within 14 days of discovery; and street sweeping = city engineer will schedule street sweeping surfaces within 24 hours or as directed by city Engineer.
  - 2. Segment = Fabric shall be replaced promptly when it decomposes or becomes ineffective before the barrier is no longer necessary.
  - 3. Any sediment remaining in place after slit fence is no longer required shall be dressed to the existing grade, properly seeded and seeded with appropriate vegetation as directed by the engineer.
  - 4. Removal of slit fence = Slit fences shall be removed when they have served their useful purpose, but not before the upward sloping area has been permanently stabilized.

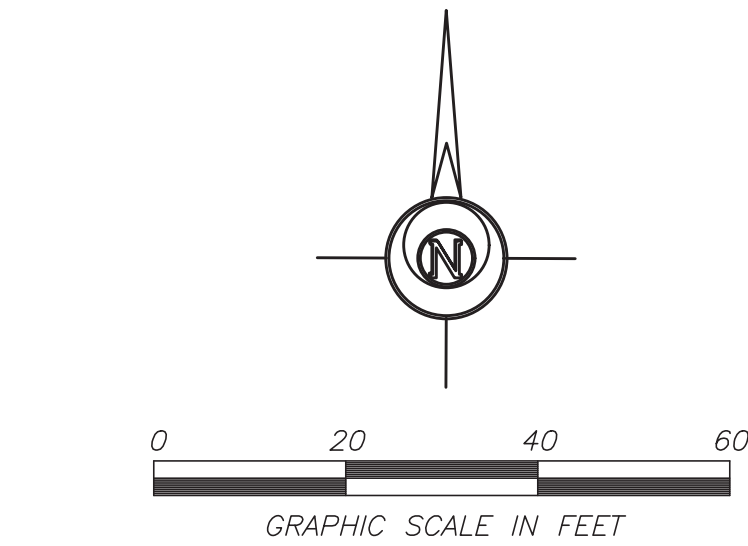
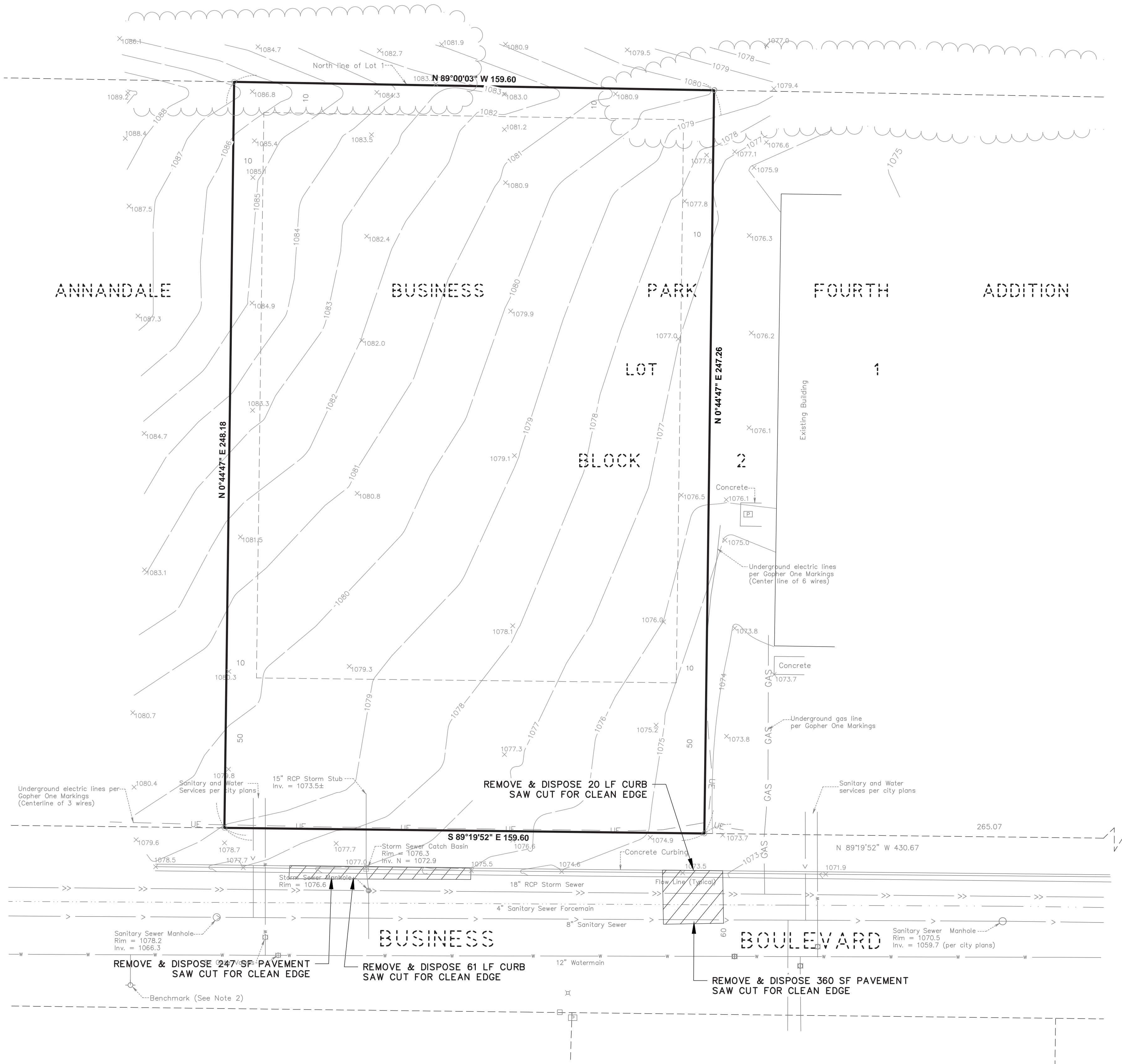
1. Stabilization of all exposed soil areas must be initiated immediately but in no case completed later than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased. Seeding and mulching shall conform to the latest NPDES requirements for installation schedule with regards to grading.
2. Permanent turf ground cover shall include all disturbed areas be covered with a minimum of 1" topsoil and sodded or seeded as allowed by City, or as proposed by City approved landscape plan for the project. If not otherwise specified, turf seed to be MnDOT mix 25-131 applied at 220 lbs/ac. MnDOT Type 1 mulch shall be applied at 2 tons/ac and disc anchored in areas not covered by sod or erosion blanket. Seeding and mulching shall conform to the latest NPDES requirements for installation schedules with regards to grading.
3. Temporary ground cover to be MnDOT seed mix 22-111 shall be applied at 31 lbs/ac, or equivalent as approved by Township. MnDOT Type 1 mulch shall be applied at 2 tons/ac and disc anchored in areas not covered by sod or erosion blanket.
4. Fertilizer for turf shall be MnDOT Type 3 22-22-10 and applied at 350 lb/ac. Disc fertilizer into top 3" of soil. Specification reference is MnDOT 2574.
5. Dormant seed mix shall be used after November 1 or when temperatures do not exceed 40° F, using same rates specified above. No seed shall be placed on snow or ice greater than 2" in depth.
6. Any seeded areas that do not become established with vegetation shall be re-seeded at Contractor's expense.
7. Erosion blanket shall be installed in seed areas with ground surface slopes of 3H:1V or steeper.
- SE 1/4 OF THE SE 1/4,  
SECTION 29, TOWNSHIP 121, RANGE 27,  
WRIGHT COUNTY, MINNESOTA.
- ## PROPOSED PROPERTY DESCRIPTION
- PARCEL A (SEE SURVEY):  
PART OF LOT 1, BLOCK 2, ANNANDALE BUSINESS PARK FOURTH  
ADDITION, WRIGHT COUNTY, MINNESOTA.
- ## SITE DATA:
- |                                     |                         |
|-------------------------------------|-------------------------|
| EXISTING ZONING:                    | I-1 INDUSTRIAL DISTRICT |
| LOT AREA:                           | 39,535 SF = 0.91/ ACRES |
| BLDG AREA:                          | 6,976 SF                |
| EXISTING IMPERVIOUS AREA:           | 0.00 SF                 |
| NEW IMPERVIOUS AREA:                | 19,603 SF               |
| (unpaved pavement & building areas) |                         |

- |   |  |               |
|---|--|---------------|
| 1. All devices necessary to control erosion and sediment (i.e. perimeter silt fence, rock construction entrances, swales, ponds, berms, etc.) shall be installed prior to any other construction operations.  | (% of lot area; 19,603/39,535)                         |               |
| 2. After completion of final grading, exposed soils must be permanently stabilized within 14 days. Stabilization shall consist of silt-anchored seed & mulch, HECF with fiber reinforced matrix, erosion blanket with seed, or sod.   | TOTAL PEROUV AREA:<br>(landscape, turf areas)          | 19,932 SF     |
| 3. The site must be kept in a well drained condition at all times. The contractor shall be responsible for temporary ditches, or other means necessary to ensure proper drainage. The building pad must be provided with a positive outflow. This work shall be incidental to the grading contract. | PERCENT PEROUV AREA:<br>(% of lot area; 19,932/39,535) | 51.0%         |
| 4. Entering/exiting of the site shall occur only at rock construction entrance to reduce tracking of dirt onto paved streets. Sediment tracked onto streets during working hours must be reclaimed via street scraping and sweeping at the end of each working day.                                 | DISTURBANCE AREA:                                      | 43,494 SF     |
| <b><u>EROSION CONTROL QUANTITIES:</u></b>   |  |               |
| 5. Stormwater discharge pipe outlet energy dissipation shall be provided by rip-rap with size quantity, and placement in accordance with City standards. Rip-rap installation shall be within 24 hours of pipe installation.  | ITEM:  | QUANTITY UNIT |
| 6. Install silt fence around all temporary inactive stockpiles which are not place within existing silt fence area or other perimeter erosion controls.   | ROCK ENTRANCE  | 1 EA          |
| 7. Stabilization of temporary or permanent drainage ditches that drain water from the construction site must be initiated within 24 hours of connecting the drainage ditch to any storm water conveyance system and must be completed using erosion blanket.  | SILT FENCE   | 261 LF        |
| 8. Sufficient personnel, equipment, and materials shall be mobilized within 24 hours of written order (i.e. email) by the owner or owners representative to conduct corrective work and install temporary erosion control work in the case of an  | WOOD FIBER LOG   | 500 EA        |
|   | MULCH TYPE 3 & DISC ANCHORING                          | 0.56 AC       |
|   | EROSION BLANKET CAT. 3                                 | 0 SY          |
|   | INLET PROTECTION                                       | 4 EA          |

1. Silt fence shall be installed or restored prior to any construction. Silt fence shall be located as shown to intercept runoff. The area located beyond the perimeter silt fence shall not be disturbed during construction.
2. Rock Construction Entrance shall be installed prior to grading operations.
3. All storm water inlets shall have inlet protection inserts installed. Inserts shall be "Road-rain-Top Slab" or "Road Drain-Curb & Gutter" inlet protection devices as manufactured by WIMCO (or approved equal) and installed per manufacturer's recommendations.
4. All erosion control installations shall remain in place and be maintained in good condition by the contractor until the site has been re-vegetated, at which time it shall be removed by the contractor. For proposed paved surface areas, the contractor may remove necessary silt fencing to construct roadway, while maintaining adequate erosion control in adjacent areas.
5. Sufficient topsoil shall be stockpiled to allow for the replacement of 6" topsoil for disturbed areas to be re-vegetated.
6. The contractor shall schedule site grading, utility installation and roadway construction so that the general site can be mulched and re-seeded soon after disturbance. Areas that will not be subject to construction traffic for 14 days shall be seeded and mulched or sodded within 14 days of final grading.

- |    |                                    |
|----|------------------------------------|
| C0 | PROJECT LOCATION PLAN              |
| C1 | SITE PLAN                          |
| C2 | GRADING & DRAINAGE PLAN            |
| C3 | SANITARY & WATERMAIN UTILITY PLAN  |
| C4 | STORM SEWER UTILITY PLAN           |
| C5 | EROSION CONTROL PLAN               |
| C6 | EXISTING CONDITIONS & REMOVAL PLAN |
| C7 | DETAILS                            |





### LEGEND:

- Existing Contours
- Existing Sanitary Sewer
- Existing Water Main
- Existing Storm Sewer
- Existing Trees
- Existing Bndy Line
- PROPOSED DEMOLITION & REMOVAL AREA
- PROPOSED TREE REMOVAL AREA

### EXISTING PROPERTY DESCRIPTION

SEE SURVEY

### SURVEY DATA

SURVEY INFORMATION PROVIDED BY:  
WEBB SURVEYING LLC  
375 SPRUCE AVENUE NORTH  
MAPLE LAKE, MN 55358  
DATED: DECEMBER 03, 2021  
BENCHMARK: TOP NUT OF HYDRANT SOUTH SIDE  
OF BUSINESS BLVD AT 1200 BUSINESS BLVD.  
ELEVATION = 1071.07 FEET (NAVD 1988 DATUM)

### SITE DATA:

EXISTING ZONING: I-1 INDUSTRIAL DISTRICT  
LOT AREA: 41,025 SF = 0.94/ ACRES

### DEMOLITION NOTES

1. Install perimeter sediment controls as soon as possible during clear and grub operations. See Erosion Control Plan.
2. Provide air quality control measures at the request of the Engineer or City Representatives. Take necessary measures to keep dust levels to a minimum. Provide sweeping of adjacent paving as needed, or as required by the City Engineer.
3. Locate and protect all utility lines prior to and during demolition. Utility locations shown are based on best available information and are not guaranteed. Contact private utility service for disconnection and removal.
4. Remove or relocate all existing site features that interfere with the proposed construction.
5. Protect existing site features that are to remain during construction. Replace anything damaged with new construction.
6. Pavement shall be saw cut at limits of removal unless noted otherwise. Do not impede existing traffic circulation to adjacent businesses or streets.
7. Sufficient topsoil shall be stockpiled to allow for the replacement of 6" of topsoil in disturbed areas to be re-vegetated.
8. All construction and post-construction parking shall be on-site. At no time shall parking, loading, or unloading be allowed on public streets.
9. Storage of materials or equipment shall not be allowed within public Right-of-Way and shall be maintained on site within project boundaries.

### INDEX OF CIVIL SITE DRAWINGS:

- C0 PROJECT LOCATION PLAN
- C1 SITE PLAN
- C2 GRADING & DRAINAGE PLAN
- C3 SANITARY & WATERMAIN UTILITY PLAN
- C4 STORM SEWER UTILITY PLAN
- C5 EROSION CONTROL PLAN
- C6 EXISTING CONDITIONS & REMOVAL PLAN
- C7 DETAILS

OWNER:

Brian Bruggeman

7117 ISAAK AVE. NW  
ANNANDALE, MN. 55302

brian.bruggeman@colliers.com  
952 837 3079

ANNANDALE BUSINESS CONDOS  
SITE IMPROVEMENT PROJECT

Business Boulevard  
Annandale, Minnesota  
FINAL CONSTRUCTION PLANS  
EXISTING CONDITION &  
REMOVAL PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date: 05/08/23 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING  
SITE DESIGN

1118 East Broadway St.  
Monticello, Mn 55362  
Phone: 763-314-0929  
www.civiled.com

REVISIONS

DATE 05/08/23

DRAWN BY SD

DESIGNED BY SD

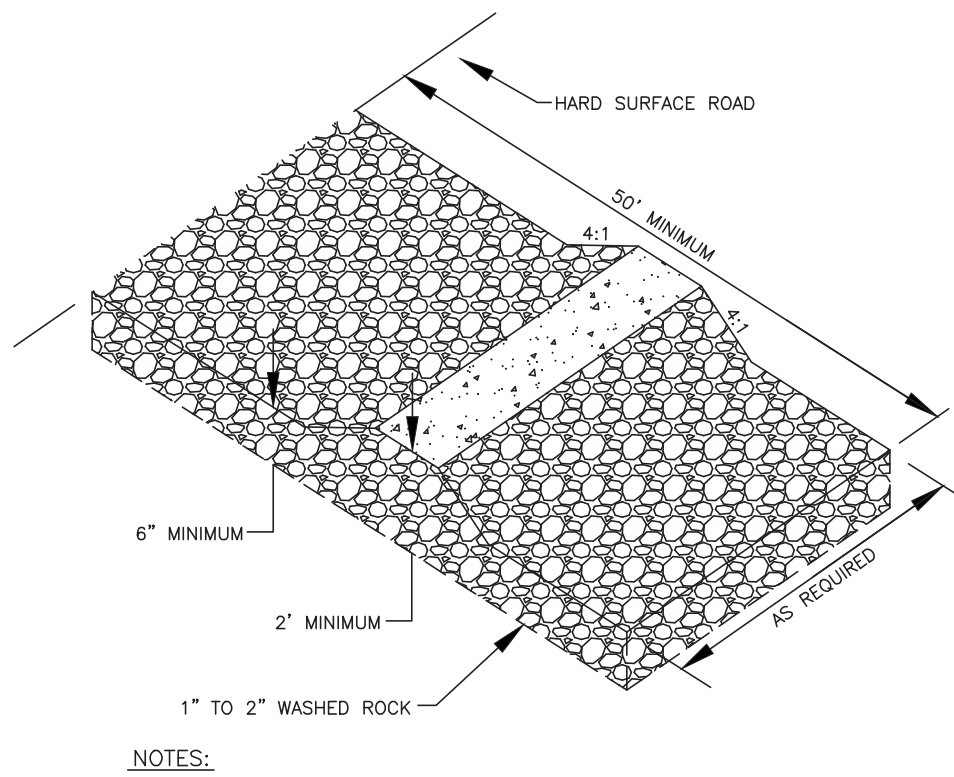
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FILE NO. 00908

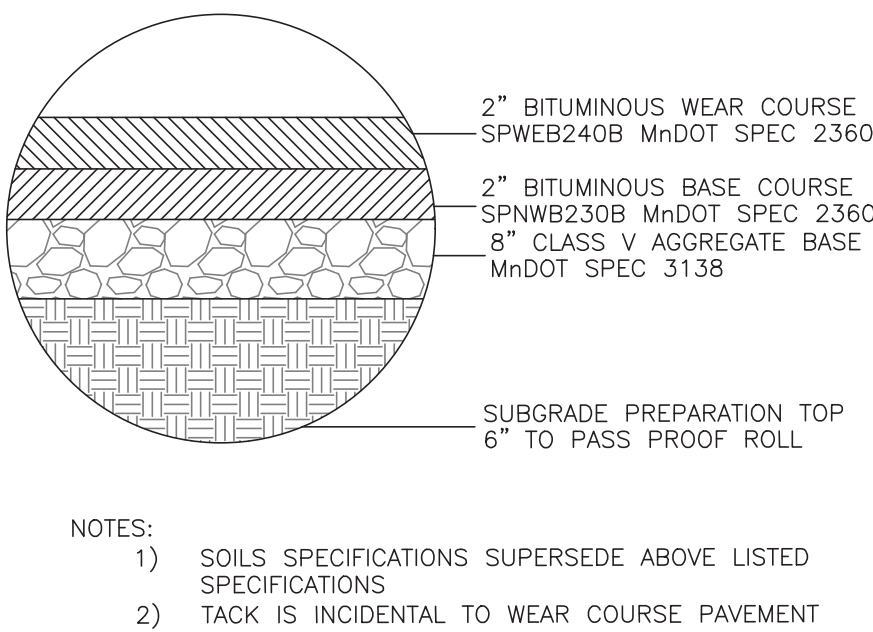
C6

Existing Conditions &  
Removal Plan

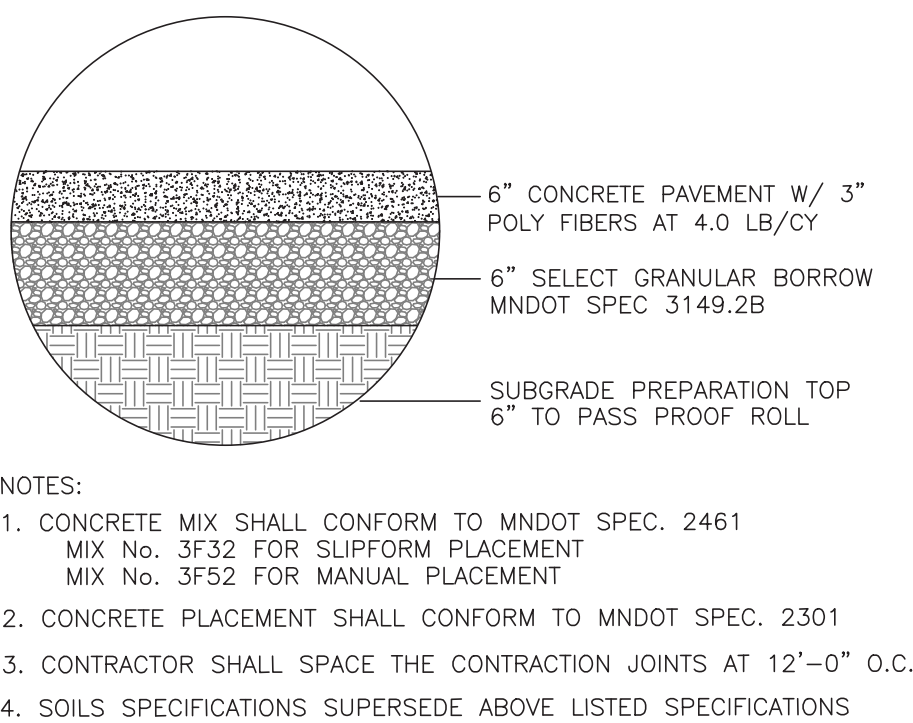




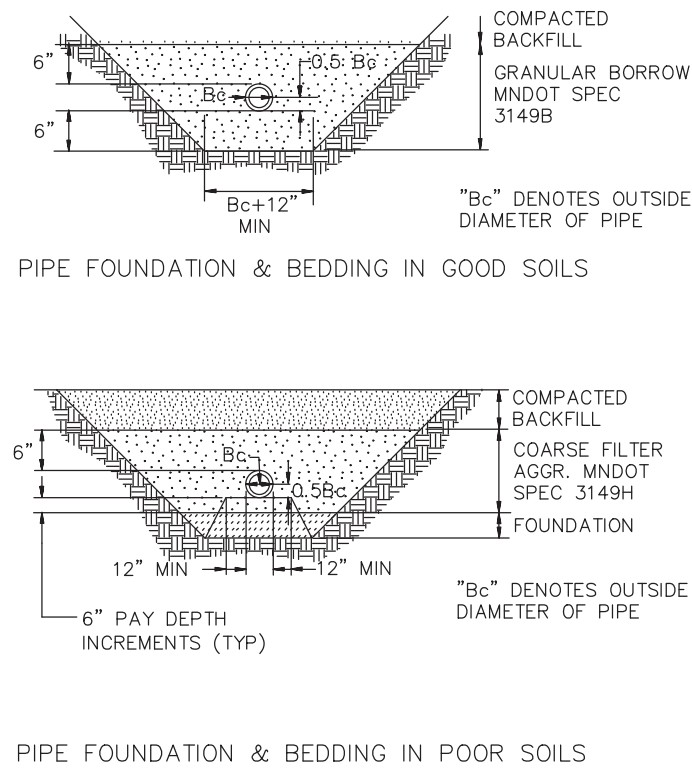
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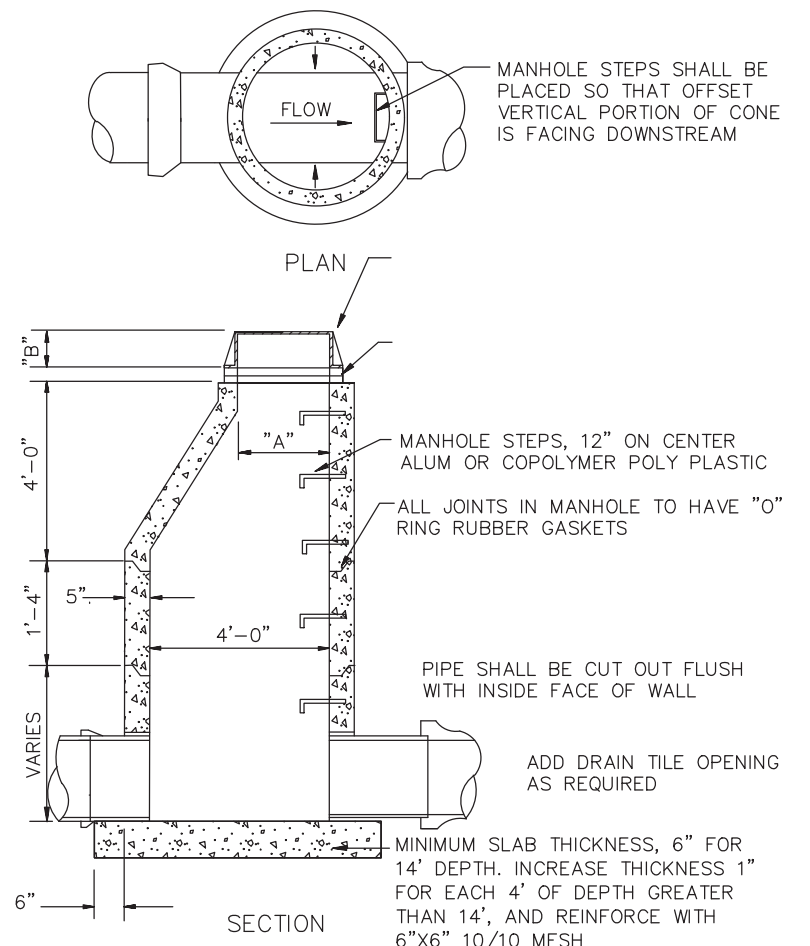
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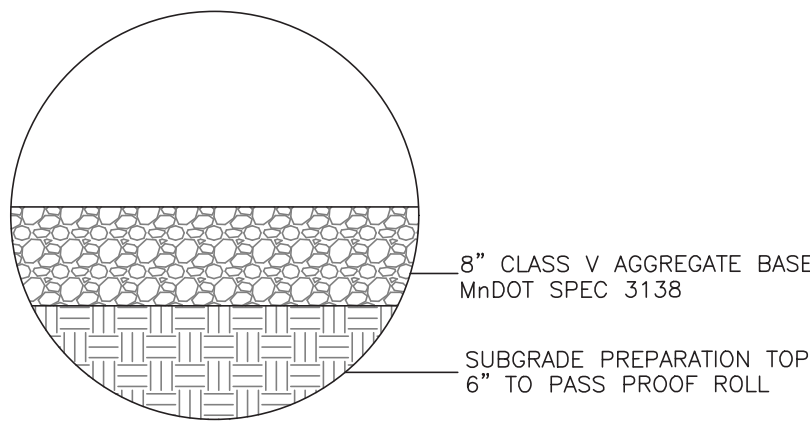
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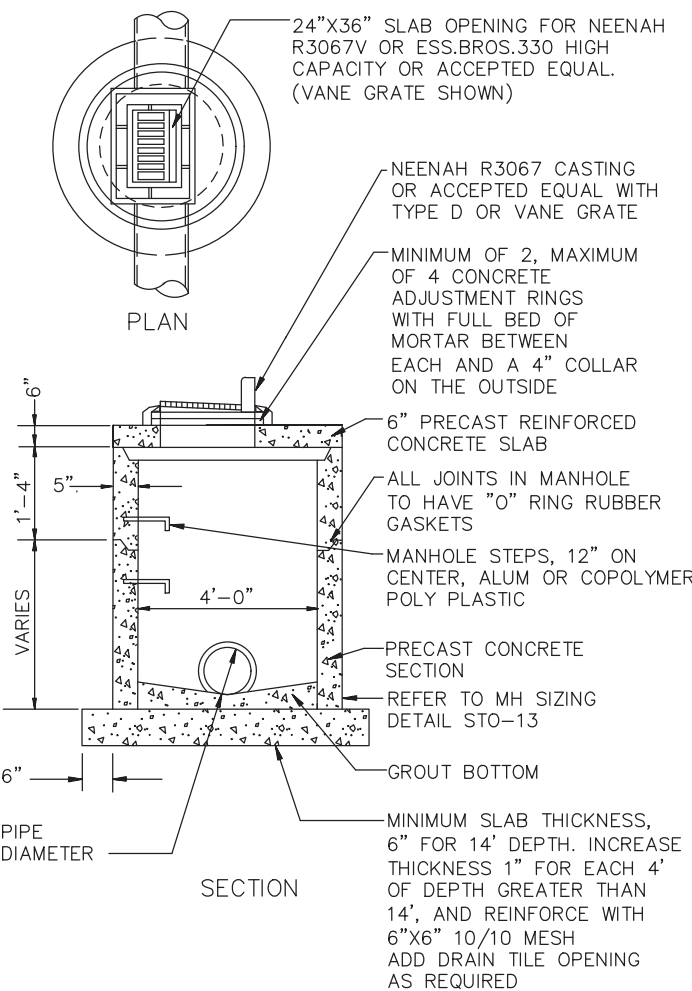
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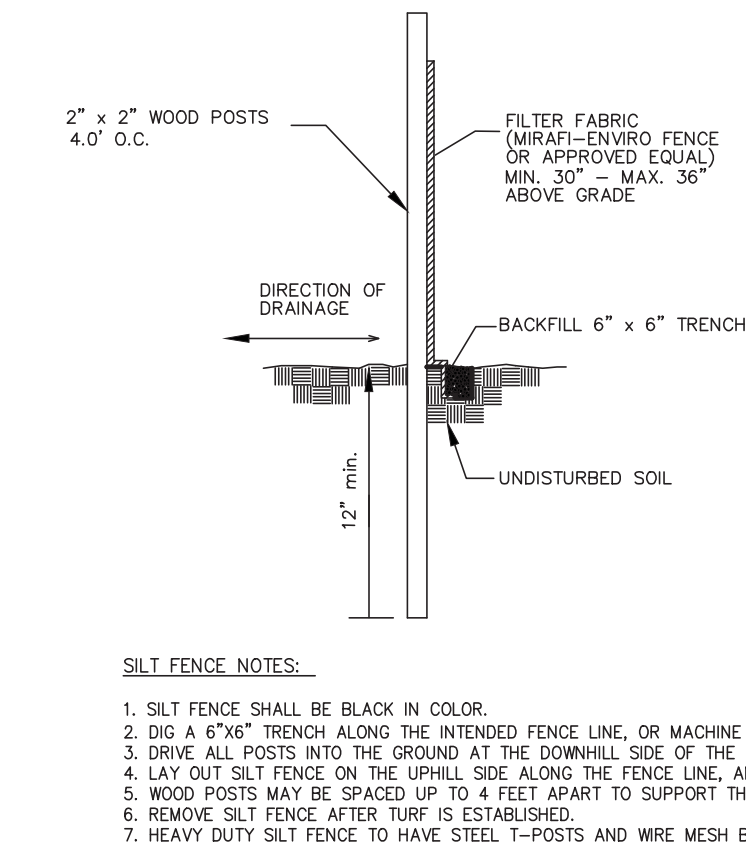
STORM SEWER MANHOLE



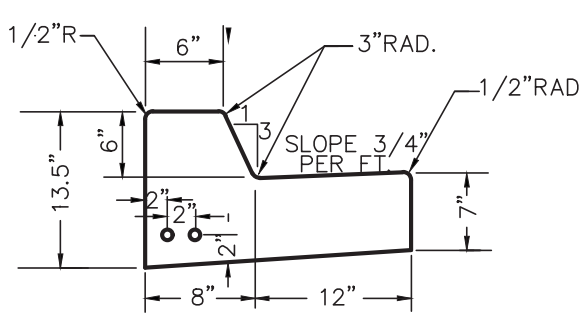
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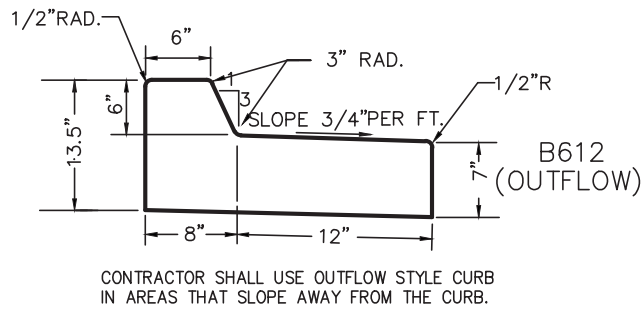
CATCH BASIN MANHOLE



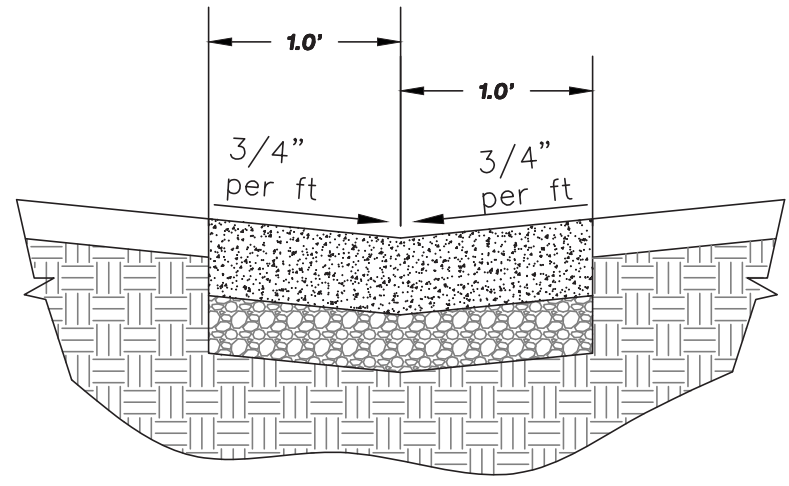
SILT FENCE DETAIL



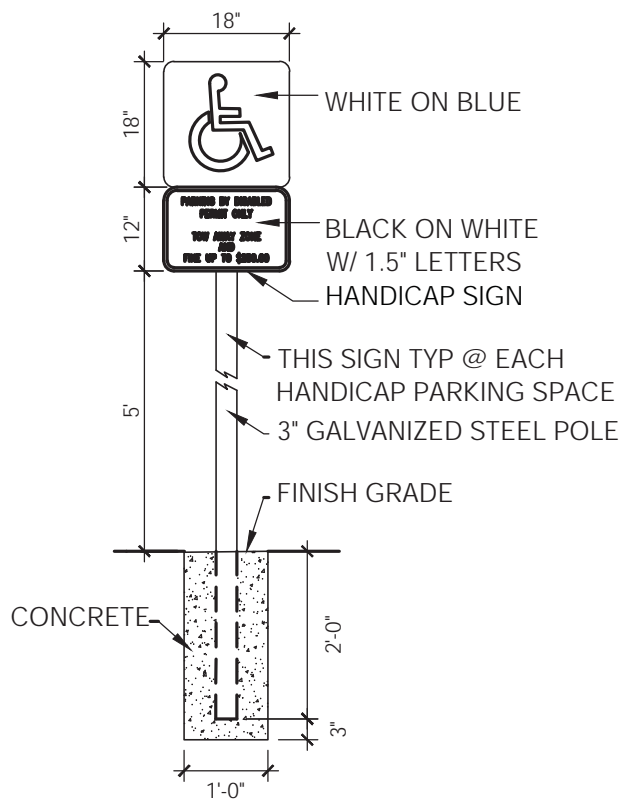
B612 CURB & GUTTER STANDARD



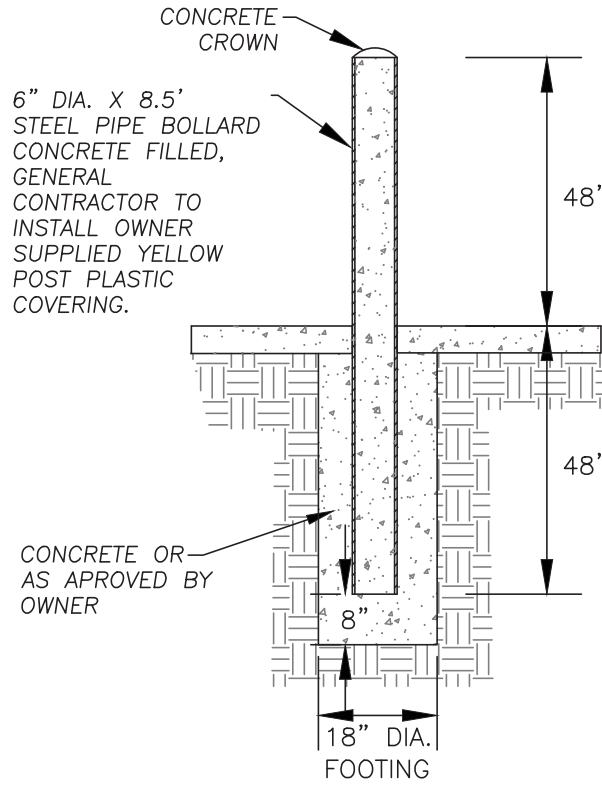
B612 OUTFLOW CURB & GUTTER (TIP-OUT FLOWLINE)



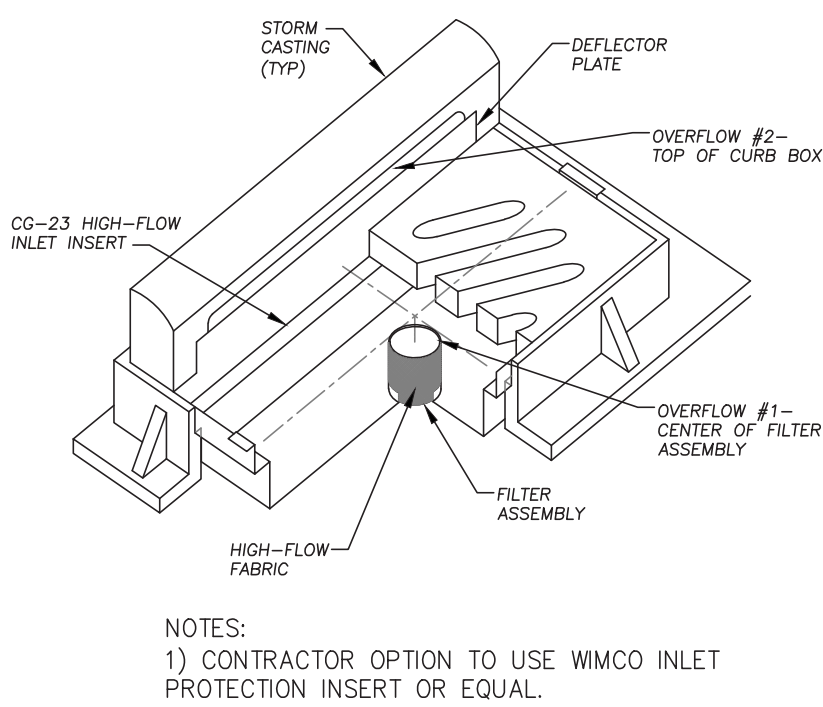
2 FT CONCRETE VALLEY GUTTER WITH HEAVY DUTY CONCRETE PAVEMENT SECTION



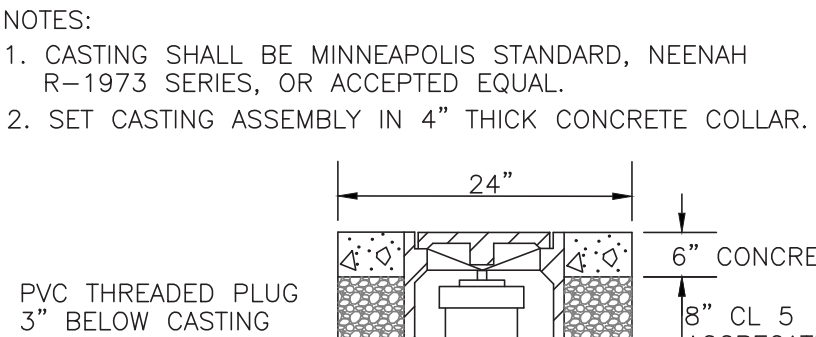
HANDICAP SIGN



BOLLARD POST DETAIL



INLET PROTECTION DETAIL



CLEANOUT CASTING

INDEX OF CIVIL SITE DRAWINGS:

C0	PROJECT LOCATION PLAN
C1	SITE PLAN
C2	GRADING & DRAINAGE PLAN
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C7	DETAILS

OWNER:

Brian Bruggeman

7117 ISAAK AVE. NW  
ANNANDALE, MN. 55302

brian.bruggeman@colliers.com  
952 837 3079

ANNANDALE BUSINESS CONDOS  
SITE IMPROVEMENT PROJECT

Business Boulevard  
Annandale, Minnesota

FINAL CONSTRUCTION PLANS  
DETAILS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date: 05/08/23 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN

1118 Edgebrook St.  
Monticello, Mn 55362  
Phone: 763-314-0929  
www.civilsd.com

REVISIONS

DATE 05/08/23

DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

FILE NO. 00908

C7

Details

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***ANNANDALE BUSINESS CONDOS  
SITE IMPROVEMENT PROJECT  
Business Boulevard  
Annandale, MN***

---

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**STORM SEWER PIPE SIZE  
ANALYSIS**

Prepared for:

**Brian Bruggeman**

7117 Isaak Ave. NW

Annandale, MN 55302

Phone: (952) 837-3079

[brian.bruggeman@colliers.com](mailto:brian.bruggeman@colliers.com)

Prepared by:

**Civil Engineering Site Design**

PO Box 566

118 East Broadway St.

Monticello, MN 55362

Contact: Scott Dahlke.

Phone: (763) 314-0929

[sdahlke@civilesd.com](mailto:sdahlke@civilesd.com)

May 08, 2023

CESD Project # 00908

# **TABLE OF CONTENTS**

## **Narrative**

- Proposed Project
- Site Location
- Requirements
- Summary
- Certification

## **Pipe Size Calculation Tabulation (Rational Method)**

- 10 yr Rainfall Event

## **Pipe Size Drainage Areas**

- Drawing CB Storm Sewer Drainage Area Plan



# NARRATIVE

## PROPOSED PROJECT:

The project proposes building and site improvements for a commercial business facility. Site improvements include a new building structure, pavement, gravel outdoor storage area, storm sewer, and associated site improvements.

The project proposes to collect the surface storm water runoff for the project site and convey storm water to the existing storm sewer system along Business Blvd.

## SITE LOCATION:

The site is located at Parcel A1, part of Lot 1, Block 2, Annandale Business Park Fourth Addition, on the north side of Business Blvd. in Annandale, MN.

The project is in the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 29, Township 121, Range 27, Wright County, MN. Access to the site can be achieved from Business Blvd.

## REQUIREMENTS:

Stormwater management design for the project is subject to review by the City of Annandale. Pipe size analysis for on-site storm drainage is required. According to the City of Annandale regulations, the goal for the pipe size design is to control storm water runoff for the 10-year storm event using Minnesota IDF curve rainfall data.

## SUMMARY:

The attached pipe size calculation tabulations propose to satisfy the City of Annandale requirements.

## CERTIFICATION:

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



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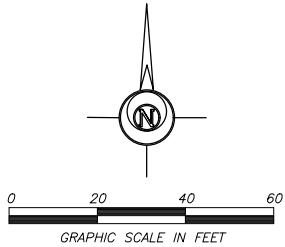
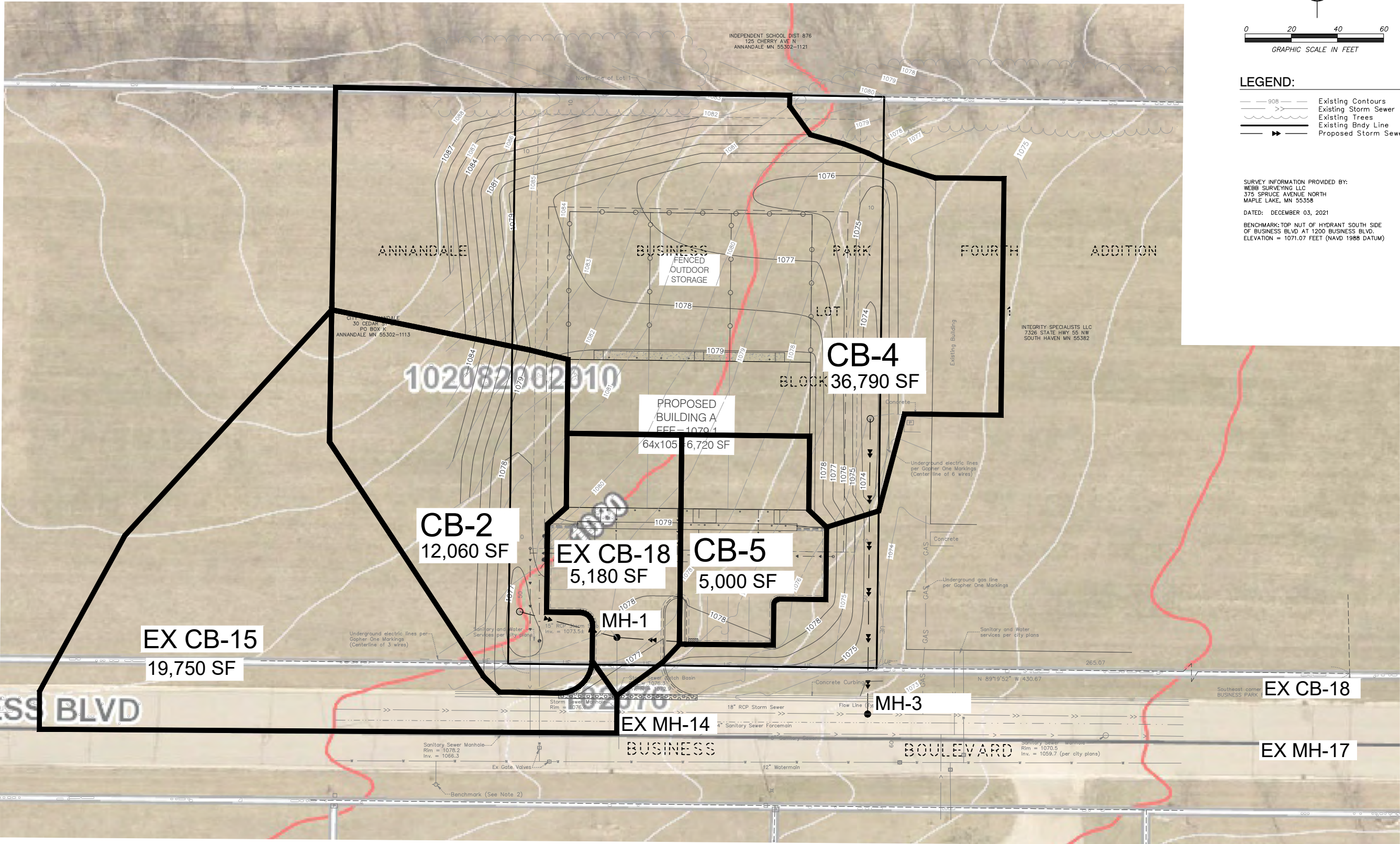
Scott Dahlke, P.E.

05/08/2023

---

Date





- LEGEND:**
- 908 — Existing Contours
  - >> — Existing Storm Sewer
  - Existing Trees
  - Existing Bdy Line
  - Proposed Storm Sewer

SURVEY INFORMATION PROVIDED BY:  
WEBB SURVEYING LLC  
375 SPRUCE AVENUE NORTH  
MAPLE LAKE, MN 55358  
DATED: DECEMBER 03, 2021  
BENCHMARK: TOP NUT OF HYDRANT SOUTH SIDE  
OF BUSINESS BLVD AT 1200 BUSINESS BLVD.  
ELEVATION = 1071.07 FEET (NAVD 1988 DATUM)

OWNER:  
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ANNANDALE, MN. 55302  
brian.bruggeman@colliers.com  
952 837 3079

**ANNANDALE BUSINESS CONDOS  
SITE IMPROVEMENT PROJECT**

**Business Boulevard  
Annandale, Minnesota**

**STORM SEWER DRAINAGE AREA PLAN**

I hereby certify that this plan, specification, or report  
was prepared by me or under my direct supervision and  
that I am a duly Licensed Professional Engineer under  
the laws of the State of Minnesota.

Date: \_\_\_\_\_ Reg. No. \_\_\_\_\_  
PREPARED BY: **CIVIL ENGINEERING**  
**SITE DESIGN**  
1118 East Broadway St.  
PO Box 566 55302  
Monticello, MN  
Phone: 507-331-4000  
www.civileed.com

**REVISIONS**

DATE 05/05/23

DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

**VERTICAL SCALE**  
1 inch = \_\_\_\_\_ feet

**HORIZONTAL SCALE**  
1 inch = \_\_\_\_\_ feet  
(FULL SIZE SHEET 24 x 36)

FILE NO. 00908

**CB1**

Storm Sewer Drainage  
Area Plan









**BOLTON  
& MENK**

Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

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

May 26, 2023

Jacob Thunander, Community Development Director  
City of Annandale

via e-mail: [jthunander@annandale.mn.us](mailto:jthunander@annandale.mn.us)

RE: Bruggeman Business Condos Plan Review  
City of Annandale, Minnesota  
Project No.: 0W1.130914

Dear Jacob,

We have reviewed the plans submitted via e-mail on 5/09/2023 for the above referenced project and have the following comments:

1. Access to the north side of the buildings and storage areas shall be reviewed by the Fire Chief.
2. The applicant shall include a fence detail in the construction plans.
3. Since the project is proposed as one lot, one water service and one sewer service shall be extended into the building. If multiple services are needed, they shall be split inside the building.
4. Water service piping shall be Iron Pipe Size (IPS) rather than Copper Tube Size (CTS) as shown on the plans.
5. All storm sewer piping within public right of way shall be RCP, PVC, or A-2000.
6. The utility service notes included on sheet C4 shall be removed as they are applicable to sheet C3.
7. MH 3 adjusting rings shall be HPDE and installed with the manufacturer's approved butyl sealant.
8. All mortar incorporated into the project shall be underground utility mortar.
9. The concrete valley gutter shall include rebar.
10. All removed curb and gutter shall be replaced with rebar doveled into the existing concrete.
11. The applicant shall be responsible for obtaining all required permits.

We recommend that revised plans incorporating the above-mentioned comments be submitted for review prior to a building permit being issued for the project.

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

Sincerely,

**Bolton & Menk, Inc.**

**Jared Voge, P.E.**  
Principal Engineer



# City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Report From:** Administration

**Agenda No.** 6K

**Core Strategy:**

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

**Agenda Item:** Consideration of Amended Development Agreement, Final Plat, and Stormwater Maintenance Agreement

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

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## Background

The Willows of Annandale, LLC has submitted a revised Final Plat for Pintail Ponds Plat 3. The final plat includes Lot 1, Block 1, which will serve the 90-unit apartment complex. The remaining lots in the plat are designated as outlots and will require preliminary and final plat at the time of developing the property.

Due to the change of the plat, the development agreement was required to be amended and includes minor clerical changes.

The stormwater maintenance agreement is also asked to be approved as a part of the development agreement. The maintenance agreement allows the City an easement for access, drainage and utility over portions of the property for stormwater ponding.

The project is expected to commence this summer.

## Recommended Action

Approve the amended final plat, amended development agreement, and stormwater maintenance agreement.

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## Attachments:

- Amended Final Plat
- Amended Development Agreement
- Stormwater Maintenance Agreement

PINTAIL PONDS PLAT 3

KNOW ALL PERSONS BY THESE PRESENTS: That The Willows of Annandale, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the City of Annandale, County of Wright, State of Minnesota, to-wit:

The North 3/4 of the Northwest Quarter of the Northeast Quarter of Section 31, Township 121, Range 27, Wright County, Minnesota, except the following described tract: Commencing at the north quarter corner of said Section 31; thence South along the quarter line 20.0 feet for a point of beginning of the tract to be described; thence East parallel with the north line of said Section 31, 178.2 feet; thence South parallel with the west line of the Northeast Quarter of said Section 31, 300.0 feet; thence West parallel with the north line of said Section 31, 178.2 feet to the west line of the Northeast Quarter of said Section 31; thence North 300.0 feet to the point of beginning.

Has caused the same to be surveyed and platted as PINTAIL PONDS PLAT 3 and does hereby dedicate to the public for public use the public way as shown; and the drainage and utility easements as created by this plat.

In witness whereof said The Willows of Annandale, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The Willows of Annandale, LLC

By \_\_\_\_\_  
Gary Stang, Manager

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

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by Gary Stang, Manager of The Willows of Annandale, LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
(Notary Signature) (Notary Printed Name)  
NOTARY PUBLIC, \_\_\_\_\_ COUNTY, STATE OF \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

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

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

\_\_\_\_\_  
Daniel M. Kron, Licensed Land Surveyor  
Minnesota License No. 42621

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

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by Daniel M. Kron, Professional Land Surveyor, Minnesota License No. 42621.

\_\_\_\_\_  
(Notary Signature) (Notary Printed Name)  
NOTARY PUBLIC, \_\_\_\_\_ COUNTY, STATE OF MINNESOTA  
MY COMMISSION EXPIRES: \_\_\_\_\_

ANNANDALE PLANNING COMMISSION

Be it known that at a meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the Planning Commission of the City of Annandale, Minnesota, did hereby approve this plat of PINTAIL PONDS PLAT 3.

\_\_\_\_\_  
Chairperson

CITY COUNCIL, CITY OF ANNANDALE, MINNESOTA

This plat of PINTAIL PONDS PLAT 3 was approved and accepted by the City Council of the City of Annandale, Minnesota at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

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

WRIGHT COUNTY SURVEYOR

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

\_\_\_\_\_  
Wright County Surveyor

WRIGHT COUNTY HIGHWAY ENGINEER

The plat was recommended for approval this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Wright County Highway Engineer

WRIGHT COUNTY LAND RECORDS

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

\_\_\_\_\_  
Wright County Land Records Administrator

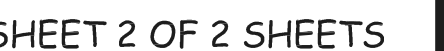
WRIGHT COUNTY RECORDER

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

Sleeve \_\_\_\_\_, as Document No. \_\_\_\_\_.

\_\_\_\_\_  
Wright County Recorder





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**CITY OF ANNANDALE  
DEVELOPER AGREEMENT  
(DEVELOPER INSTALLED IMPROVEMENTS)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of June, 2023, by and between The Willows of Annandale, LLC, a Minnesota limited liability company (hereinafter collectively called the "Developer"), and the City of Annandale, a Minnesota municipal corporation, hereinafter called the "City".

**RECITALS:**

1. Developer is the owner of certain Real Property which is legally described as  
  
See Exhibit A attached hereto  
  
(hereinafter called the "Property"); and
2. The Developer has proposed that the Property be platted as Pintail Ponds Plat 3 (also referred to in this Agreement as the "Plat"). The Plat will be developed as one lot of R-5 high density with the remainder being Outlots. Lot 1, Block 1 will be developed as a 90-unit apartment.
3. The Developer has asked the City to grant final approval of the Plat.
4. The City is willing to approve the Plat, subject to the following conditions (1) that the Developer enter into this Agreement, (2) satisfy all comments from the City Engineer letters and Wright County, (3) that the Developer provide the necessary security for all public improvements; and (4) pay all fees due hereunder. The Developer shall record the Plat with the County Recorder no later than December 15, 2023.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants expressed herein, IT IS HEREBY AGREED AS FOLLOWS:

1. **Development Plans.** The Developer shall develop the Plat in accordance with the following plans. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The required plans are:

Plan A Preliminary Plat 2022.59  
Plan B Grading and Drainage Plan Dated 11-22-22  
Plan C Erosion Control Plan Dated 11-22-22  
Plan D Street Plans Dated 11-22-22  
Plan E Utility Plans Dated 11-22-22  
Plan F Site Plan Dated 11-22-22  
Plan G CSAH No. 5 Turn Lane Plans Dated: 5/24/2023

2. **Use and Density.** The use and density for Lot 1, Block 1 shall be a 90-unit apartment.
3. **Right to Proceed.** The Developer may not grade or otherwise disturb the earth, remove trees, construct any public or private improvements until this Agreement has been fully executed and filed with the City, the necessary security has been received by the City and the City has issued a letter certifying that all conditions have been satisfied and the Developer may proceed. The plat must be recorded at Wright County prior to receiving a grading permit.
4. **Improvements.** The Developer shall be responsible for installing the following: [check all that apply]

☒ Drainage/Erosion Control  
☒ Street Signs  
☒ Rough Site Grading and Ponding  
☒ Setting of Lot and Block Monuments  
☒ Surveying and Staking  
☒ City Water  
☒ City Sanitary Sewer  
☒ Public Street  
☒ Curb and Gutter  
☒ City Storm Sewer  
☒ Street Lights  
☒ Trail/sidewalk  
☒ Regulatory and Warning Signs  
☒ On-site Wetland Mitigation  
☒ Turn Lane & Bypass Lane per Wright County Requirements

The Improvements will be designed and installed in accordance with City standards, ordinances and plans and specifications. The public improvements shall be designed with sufficient capacity, as determined by the City Engineer, to meet the needs for future development in the adjacent area.

5. **Ownership of Easements and Improvements.** Upon acceptance by the City, the public improvements required to be constructed by this Agreement shall become City property. The Developer shall make available to the City at no cost to the City, all permanent and temporary easements necessary for maintenance of the public improvements.
6. **Proof of Title.** The Developer hereby warrants and represents to the City, as inducement of the City's entering into this Agreement, that Developer's interest in the Development is as fee owner. Prior to approval of the Final Plat, the Developer shall provide the City with a title insurance policy with the Developer as the named insured, stating the condition of title to the property.
7. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. The Developer shall post maintenance bonds or other security acceptable to the City to secure the warranties.
8. **Erosion Control/Storm Water Measures.** The Developer shall obtain a "General Storm Water Permit for Construction Activity" issued by the Minnesota Pollution Control Agency. The Developer shall comply with the Erosion Control Plan, (Plan C), and with all requirements of the General Storm Water Permit for Construction Activity for the prevention of damage to adjacent property and the control of surface water runoff. In addition, the developer shall enter into a stormwater maintenance agreement with the City.
9. **Effect of Plat Approval.** For two years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications or platting required or permitted by the approved preliminary plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement and may require submission of a new plat.
10. **Park Dedication.** The Developer agrees that the construction of a 90-unit multifamily residential dwelling on Lot 1, Block 1 and future development of the remaining Pintail Ponds Plat 3 creates a need for acquiring, developing and improving additional park facilities to serve the development. In lieu of dedicating park within the Development, the Developer elects to pay \$27,348 to the City, which shall be placed in a special fund pursuant to City Code Section 151.09, Subd. 5.D. At the time of developing the



remaining lots in Pintail Ponds Plat 3, additional park dedication will be due at the time of final plat. The Developer agrees that in setting this park dedication fee, the City has made an individualized determination of the nature and extent of the Development's impact on park needs and the City's determination is fair and reasonable. The Developer expressly waives the right to contest or otherwise challenge the amount and imposition of the park dedication fee required under this agreement.

11. **License.** The Developer hereby grants the City, its agents, employees, and contractors a license to enter the Plat to perform all necessary work and/or inspections deemed appropriate by the City during the installation of public improvements by the City. The license shall expire after the public improvements installed pursuant to the development Agreement have been installed and accepted by the City.
12. **Damage and Clean Up.** The Developer shall promptly cause to be cleared from public streets and property any soil, earth or debris resulting from construction work by the Developer or its agents or assigns. The Developer shall promptly cause to be repaired any damage to existing streets, boulevards or existing utilities caused by construction activities within the development. Should the Developer fail to clean up soil, earth or debris or commence repairs within 24 hours of notice by the City, the City may perform such work itself or through an independent contractor, and bill Developer for such work. The Developer shall reimburse the City within thirty days of receipt of invoice.
13. **Security.** The Developer shall provide a bond, letter of credit or cash escrow upon execution of this Agreement ("Security"). Such Security shall be in the amount of \$2,445,124 to ensure installation of the Developer installed improvements. The amount was calculated as follows:

Setting of lot and block monuments	\$2,000
Street signs	\$6,624
Erosion control	\$45,225
Surveying and Staking	\$19,196
Grading, drainage and ponding control	\$379,213
Streets	\$302,000
Curb/Gutter	\$104,547
Sanitary sewer	\$275,773
Water	\$275,772
Storm Sewer	\$275,773
Street Lights	\$50,000
Sidewalk/Trail	\$40,800
Regulatory and Warning Signs	\$15,000
Landscaping Requirements	\$58,201
City Engineer/Inspector	\$95,000
Turn Lane	\$500,000

Commented [JT1]: Developer verifying cost

Total Developer installed improvements:         \$2,445,124

The bond or letter of credit shall be subject to the approval of the City Administrator. The Security shall secure compliance with all of the terms of this Agreement and all financial obligations of the Developer under it. The City may draw down on the Security, without notice, for any violation of the terms of this Agreement or upon pending expiration or cancellation of the Security. In the event of a draw upon the Security, the City may require the Developer to provide additional Security. The Developer shall remain obligated to provide new Security upon any non-renewal until such time as all of the Developer's obligations under this Agreement have been completed and proof of payment of all laborers and materialmen.

14. **Responsibility for Costs.**

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Plat, including but not limited to a legal, planning, administrative, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development and the Improvements. Developer shall deposit \$100,000 in escrow to secure payment of these fees. The City shall invoice the Developer on a monthly basis for these fees. The City may draw down the escrow in an amount necessary to satisfy any invoices which have not been paid by the Developer within 10 days. Any funds remaining upon completion of the project shall be refunded to the Developer. The City may require an additional deposit from the Developer in the event that the escrowed funds are substantially depleted.
- B. The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from a plat approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorney's fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire Plat, or any part of it.

- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt development work and construction within the Plat including but not limited to the issuance of occupancy permits until the bills are paid in full.
- F. The Developer shall pay the following development charges for Lot 1 Block 1 at the time of executing the Development Agreement:
  - Sanitary Sewer- \$1200/acre= \$7,200
  - Water Area Charges- \$1000/acre = \$6,000
  - Storm Sewer Area Charges- \$500/acre = \$3,000

The Developer shall pay additional trunk area charges based on the acreage and park dedication fees at the time of developing the remaining lots.

- 15. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the developer is first given written notice of the work in default, not less than forty-eight (48) hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part. The Developer, its successors and assigns, as well as future lot purchasers waive all procedural and substantive objections to the improvements and special assessments exceed the benefit, that the proper notices have not been given, and that the method of spreading the assessment is erroneous, as well as any appeal rights otherwise available pursuant to Minn. Stat. §429.081. In addition, the City may do any, all or any combination of the following: (i) halt all further approvals regarding platting, improvements or issuance of building permits or occupancy permits relating to the Development Property, or to any other property owned or developed by the Developer (ii) seek injunctive relief, (iii) terminate this Agreement and all of the obligations contained herein without terminating Developer's obligation to reimburse the City for costs it has incurred with regard to this Agreement or the Development Property; (iv) draw on or utilize any funds or other security which have been provided to the City pursuant to this Agreement; and/or (v) take any other action at law or in equity which may be available to the City.
- 16. **Completion Date.** The Developer shall complete the Improvements on or before December 31, 2024.
- 17. **Miscellaneous.**
  - A. This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be.

- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including all or part of said Plat sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- E. If occupancy is established prior to the completion and acceptance of improvements, the Developer assumes all liability and costs resulting in delays in completion of improvements and damage to improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.
- F. No one may occupy a building for which a building permit is issued on either a temporary or permanent basis until sanitary sewer and water lines have been installed, hooked up, tested and approved by the City, and until the streets needed for access have been paved with a bituminous surface.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to properly take legal action to enforce this Agreement shall not be a waiver or release.
- H. The Developer represents to the City to the best of its knowledge that the Plat does not require an environmental worksheet and that an environmental impact statement is not required. However, if the City or another governmental entity or agency determines that such a review is needed, the Developer shall reimburse the City for all expenses, including staff time and attorney's fees that the City incurs in assisting in the preparation of the review.
- I. Future residents of the Plat shall not be deemed to be third-party beneficiaries of this Agreement.
- J. Compliance with Laws and Regulations. The Developer represents to the City that the Plat complies with all City, County, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow any construction or development work in the Plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- K. This Agreement shall run with the land and may be recorded against the title to the property.



- L. The City's rights and remedies in this Agreement are cumulative and in addition to any of the City's other rights and remedies, and the City's exercise of any right or remedy under this Agreement will not be a waiver of any of the City's other rights and remedies. The City may exercise any of its rights and remedies at any time and in any order.
- M. Prior to commencement of the improvements, Developer shall take out and maintain until six (6) months after the City has accepted the public improvements, general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury or death shall not be less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional named insured on said policy, and the Developer shall file a copy of the insurance coverage with the City prior to the City signing the plat. The Developer shall cause each person with whom the Developer contracts for construction and installation of any improvements to provide evidence of General Liability, Owner/Engineer Protective Liability, Automobile Liability, Contractual Liability and Worker's Compensation coverage. Limits shall be \$1,000,000 per occurrence and \$1,000,000 aggregate with the City and City Engineer named as additional insured.
18. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees and agents, or mailed to the Developer by certified or registered mail at the following address: The Willows of Annandale, LLC, 21425 19th Ave E, Clearwater, MN 55320, Attention: Gary Stang. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by certified or registered mail in care of the City Administrator at the following address: 30 Cedar Street East, Annandale MN 55302, Attention: City Administrator.
19. **Representation.** Jovanovich, Dege & Athmann, P.A. represents the City with regard to this Agreement. Developer has been advised to seek independent legal counsel prior to execution of this Agreement.
20. **Integration.** This Agreement contains all of the understandings and agreements between the parties. This Agreement may not be amended, changed, or modified without the express, written consent of the parties hereto.
21. **Governed by Minnesota Law.** This Agreement shall be interpreted under the laws of the State of Minnesota.

22. **Additional Requirements.** All comments from the City Engineer letter dated September 29, 2022, November 15, 2022, and December 22, 2022 shall be satisfied by the Developer. All comments by Wright County shall be satisfied by the Developer.

Signed and executed by the parties hereto on this \_\_\_\_\_ day of June, 2023

ATTEST

CITY OF ANNANDALE

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

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

DEVELOPER

The Willows of Annandale, LLC

By \_\_\_\_\_  
Gary Stang, Its Manager

STATE OF MINNESOTA    )  
                                  )ss  
COUNTY OF WRIGHT    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of June, 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 corporation.

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

STATE OF MINNESOTA    )  
                                  )ss  
COUNTY OF WRIGHT    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of June, 2023, by Gary Stang, the Manager of The Willows of Annandale, LLC, a Minnesota limited liability company, Developer herein, on behalf of said company.

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Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Susan M. Dege - 0290385  
Jovanovich, Dege & Athmann, PA.  
1010 W. St. Germain, Suite 420  
St. Cloud, MN 56301  
Telephone: (320) 230-0203

EXHIBIT A

LEGAL DESCRIPTION

The North  $\frac{3}{4}$  of the Northwest Quarter of the Northeast Quarter of Section 31, Township 121, Range 27, Wright County, Minnesota, except the following described tract:

Commencing at the north quarter corner of said Section 31; thence South along the quarter line 20.0 feet for a point of beginning of the tract to be described; thence East parallel with the north line of said Section 31, 178.2 feet; thence South parallel with the west line of the Northeast Quarter of said Section 31, 300.0 feet; thence West parallel with the north line of said Section 31, 178.2 feet to the west line of the Northeast Quarter of said Section 31; thence North 300.0 feet to the point of beginning.

To be platted as Pintail Ponds Plat 3



**STORMWATER MAINTENANCE AGREEMENT/  
BEST MANAGEMENT PRACTICE FACILITIES  
AND EASEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of June, 2022, by and between **THE WILLOWS OF ANNANDALE, LLC**, a Minnesota limited liability company (the "Owner") and the **CITY OF ANNANDALE**, a Minnesota municipal corporation (the "City").

**RECITALS**

A. The Owner and/or affiliate of Owner is the owner of certain real property located in Wright County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to build on and develop the Property, and has requested approval of the site plan for the proposed development; and

C. The final site plans for the Property, hereinafter called the "Plans", which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention/infiltration of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Annandale, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval; and

F. As a condition of final site plan approval the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over portions of the Property (the "Easement Areas") legally described and depicted on Exhibit B attached hereto to comply with work required under the terms of this Agreement, all subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Construction of Stormwater Improvements.** Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. **Maintenance of Stormwater Improvements.**

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. **Inspection and Reporting.** The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, swales, piping and appurtenances, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. Facilities will be considered inadequate if they are not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. **City Access and Maintenance Rights.**

A. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Areas for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event

shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

**5. Grant of Easement.** Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Areas and access over the Property to the Easement Areas. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Areas, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

**6. Reimbursement of Costs.** The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

**7. Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

**8. Notice.** All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner :       The Willows of Annandale, LLC  
                              Attn: Gary Stang  
                              21425 19<sup>th</sup> Avenue E  
                              Clearwater, MN 55320

To the City:           City of Annandale  
                              Attn: City Administrator  
                              P.O. Box K  
                              Annandale, MN 55302

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

**9. Successors/Covenants Run with Property.** All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns in title to the Property, except the transferor Owner shall remain liable for any duties and obligations that first arose prior to the date of such transfer and were required to be performed by the date of such transfer. The terms and conditions of this Agreement shall run with the Property.

*[Remainder of page left intentionally blank. Signature page to follow]*



Executed and agreed to effective as of the date set forth above.

ATTEST

CITY OF ANNANDALE

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

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

DEVELOPER

The Willows of Annandale LLC

By \_\_\_\_\_  
Gary Stang, Its Manager

ATTEST STATE OF MINNESOTA )  
 )ss  
COUNTY OF WRIGHT )

The foregoing was acknowledged before me this \_\_\_\_\_ day of June, 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 corporation.

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

STATE OF MINNESOTA )  
 )ss  
COUNTY OF WRIGHT )

The foregoing was acknowledged before me this \_\_\_\_\_ day of June, 2023, by Gary Stang, the Manager of The Willows of Annandale, LLC, a Minnesota limited liability company, Developer herein, on behalf of said company.

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

**EXHIBIT A  
TO  
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is located in Wright County, Minnesota, and is legally described as follows:

Lot 1, Block 1, Pintail Ponds Plat 3, Wright County, Minnesota.

**EXHIBIT B**  
**TO**  
**STORMWATER MAINTENANCE AGREEMENT**

An easement for storm water purposes over, under and across all that part of Lot 1 Block 1, Pintail Ponds Plat 3, Wright County, Minnesota as depicted on the plat.

**EXHIBIT C  
TO  
STORMWATER MAINTENANCE AGREEMENT**

Stormwater Maintenance Plan  
and the  
City Engineering Standards for Stormwater Treatment Facilities

**Dry Pond & Piping**

**DRY POND/PIPING INFORMATION**

Dry Ponds and piping are designed to convey stormwater runoff to stormwater Best Management Practices. Maintenance is required and is extremely important. Sediment and debris must be removed regularly to maintain correct function.

SITE LOCATION: Lot 1 Block 1, Pintail Ponds Plat 3, Wright County, Minnesota.

**DRY POND & PIPING INSPECTION/MAINTENANCE**

The CURRENT OWNER or their designee is responsible for completing inspections and conducting maintenance.

**WHEN WILL THE DRY POND & PIPING BE INSPECTED AND MAINTAINED?**

Dry Pond and Piping must be inspected in the spring and fall of each year. Personnel should be aware of the maintenance plan. It is recommended to consult with the designer and builder to understand the inspection and maintenance needs.

**MAINTENANCE PLAN INFORMATION**

This Stormwater Maintenance Plan for the location listed above is submitted by the CURRENT OWNER on the Effective Date of the Stormwater Maintenance Agreement to comply with the City's Land Development Code Requirements. Inspection and maintenance records are required to be kept on file for five (5) years and submitted to the City upon request by the City.

**INSPECTION & MAINTENANCE CHECKLIST**

- (must be completed at a minimum in the Spring & Fall):
- Mow swale as needed during the growing season to maintain grass heights between 4 and 12 inches.
- Clean swale. Remove any sediment, trash and debris.
- Inspect and clean piping and appurtenances.
- Repair inlet erosion/damage. Inspect bottom of the swale and remove any sediment.
- Paved surfaces draining to swale & piping swept and kept free of sediment and debris.
- Spot spray for weeds. Water as needed.
- Erosion will be repaired.
- Photos taken.



- Inspection records submitted to the City of Big Lake following inspection.
- Other items as identified on Maintenance Inspection Report for Dry Pond.

### **Maintenance Inspection Report for Dry Pond**

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

Inspector Name/Address/Phone Number: \_\_\_\_\_

Site Address: \_\_\_\_\_

Owner Name/Address/Phone Number: \_\_\_\_\_

### **Drainage Area Stabilization (Inspect after large storms for first two years, Inspect yearly in spring and fall or after large storms after first two years)**

- Erosion control/planting/seeding necessary:  
\_\_\_\_\_
- Mowing, pruning and debris removal necessary:  
\_\_\_\_\_
- Observations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Inlets & Pretreatment Structures (Inspect in Spring and Fall)**

- Repair needed:  
\_\_\_\_\_
- Debris & sediment removal required:  
\_\_\_\_\_
- Erosion evident:  
\_\_\_\_\_
- Water by-passing inlet:  
\_\_\_\_\_
- Vegetation control necessary:  
\_\_\_\_\_
- Observations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Swale (Inspect after large storms for first two years, Inspect yearly in spring and fall or after large storms after first two years)**

- Condition of infiltration area<sup>1</sup>:

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- Condition of check dams:

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- Surface erosion evident:

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- Debris/sediment removal required:

---

- Weeding and pruning necessary:

---

- Mulch replacement necessary:

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- Observations:

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**Outlet/Emergency Overflow (Inspect in Spring and Fall)**

- Overflow type:

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- Debris/sediment removal required:

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- Repair needed:

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- Observations:

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# City Council Agenda

June 5, 2023

**Agenda Section:** Consent

**Agenda No.** 6L

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Resolution Adopting Hazard Mitigation Plan

**Core Strategy:**

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

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**Background**

City staff participated with the County in the updating of the County Hazard Mitigation Plan. Attached is a resolution adopting the County's Hazard Mitigation plan. Cities that adopt the plan will be eligible to receive Federal Funds for mitigation projects.

The County Plan can be accessed here: [HMP - Wright County \(arcgis.com\)](https://arcgis.com)

**Recommended Action**

Approve Resolution as presented

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**Attachments:**

Resolution

RESOLUTION OF THE CITY OF ANNANDALE

ADOPTION OF THE  
WRIGHT COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the City of Annandale has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Wright County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Wright County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Wright County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Wright County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Wright County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of Annandale supports the hazard mitigation planning effort and wishes to adopt the Wright County All-Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted and was signed by the Mayor and attested to by the City Administrator/Clerk this 5th day of June, 2012.

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Shelly Jonas, Mayor

Attest:

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Kelly Hinnenkamp, City Administrator/Clerk





# City Council Agenda

May 8, 2023

**Agenda Section:** New Business

**Agenda No.** 9A

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

**Agenda Item:** Consideration of Awning for 99  
Oak Avenue N

## Core Strategy:

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

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## Background

Alyssa Domagala, property owner of 99 Oak Avenue N/American Family Insurance building, has submitted plans for the installation of an awning.

City Code regulates awnings in the C-1A District:

Unless exempted by the Annandale Downtown Plan, all buildings within the C-1A shall have an awning on the front façade. This is a permitted encroachment into the public right-of-way.

New awnings that need to be rebuilt or remodeled must conform to the guidelines of the design standards as approved in the Downtown Plan kept on file at City Hall. Any variation from these guidelines in design, material or color choice must be approved by the City Council.

- i. Awnings shall have a slope of a 1:1 ratio.
- ii. Awnings shall extend at least three feet into the right-of-way.
- iii. Awnings shall have a maximum of two colors.
- iv. Awnings must be a minimum of seven feet above the sidewalk.
- v. Signage is not permitted on the front slope of an awning. Signage printed on the valance of the awning is permitted.
- vi. Awnings shall cover a majority of the front façade of the building and be designed to cover the front windows and entry.

Domagala submitted a rendering created by G&J Awnings. The proposal includes two separate, red awnings above the windows only facing Oak Avenue N. This proposal would require Council's approval due to a variation in guidelines to design and color choice.

In addition, the property owner has indicated that she will be installing a new sign above the front door, repairing the stucco, painting the building a neutral color (slate, gray, or beige), and staining the timber in a darker stain or neutral accent color. The applicant would like to begin this work as soon as possible.

### **Recommended Action**

Staff defer to Council on action regarding the proposed awning structures and color.

---

### **Attachments:**

- Front Façade Rendering
- Downtown Plan Excerpt

**This Drawing is for presentation purposes only !**



1802 13th Ave NE | Sauk Rapids, MN 56379  
800-467-1744 | 320-255-1733  
Fax: 320-255-0130 | [www.gjawning.com](http://www.gjawning.com)

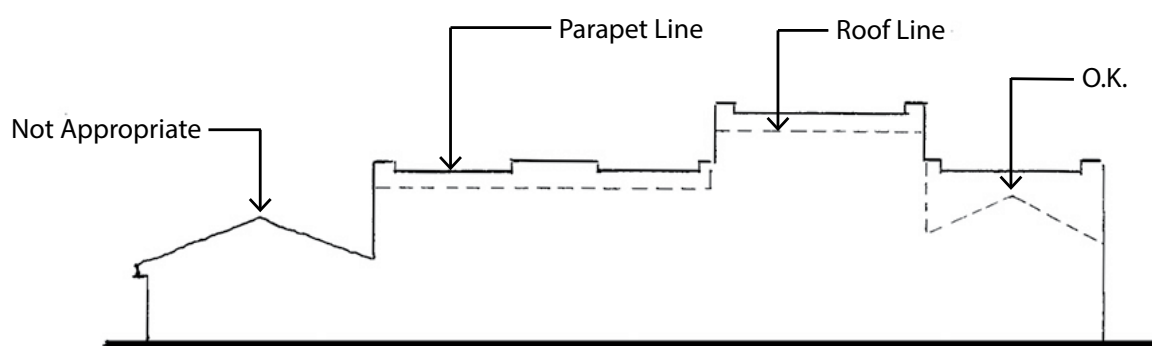
The representation of the **awning on this page is for illustrative purposes only** and may not accurately reflect the actual size, color, location specifications, or other attributes of the awning. G & J Awning and canvas shall not be responsible or liable for any discrepancy whatsoever between any aspects of the awning as represented herein and the actual awning itself.

If graphics are being proposed you will be required to sign off on a graphic approval form (this will be a scaled drawing).

**Drawing is NOT to scale**

## Building Height & Roofs

The Downtown currently has a variety of one and two-story buildings. Two-story buildings are recommended for any new construction or redevelopment, as this creates the most activity. Buildings greater than two stories in height may be considered, if not out of character with the area. Rooflines visible from the street should appear to be flat. A cornice may conceal a different roof type.



## Building Materials & Colors

New and restored buildings should have exteriors consistent with buildings in the generally vicinity. This would generally include brick, wood siding, shakes, or stucco. The original materials of the structure are encouraged to be repaired rather than covered.

Colors of buildings and awnings are important to maintain the Downtown Theme. Warm, earth tone colors for buildings are preferred, as this is consistent with the building materials. Bright or primary colors are not appropriate for primary building colors but may be used as accents.

Awnings should also be these types of colors, as well as red and blue. Lighter colors or white may be acceptable as a stripe color. Bright colors are to be avoided as the principal awning color. Franchise based architecture may be permitted when consistent with these standards.

## Acceptable Awning Colors







# City Council Agenda

June 5, 2023

**Agenda Section:** New Business  
**Report From:** Kelly Hinnenkamp, Admin

**Agenda No.** 9B  
**Agenda Item:** Consider RFP for Refuse/Recycling Contract

## Core Strategy:

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

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## Background

The City Refuse/Recycling Contract expires on 12/31/23. Attached is a copy of the City's current contract.

The Council should discuss providing direction to staff to either negotiate with West Central Sanitation on the renewal of the agreement or to complete an RFP.

If the Council would like to consider proposals for the contract, the following schedule would be used for the RFP process:

- July- Advertise
- August- Receive Proposals
- September Council- Award Contract

## Recommended Action

Will be discussed at Council

---

## Attachments:

Current Refuse Contract

**CITY OF ANNANDALE  
AGREEMENT FOR REFUSE/RECYCLING SERVICES**

This Agreement is made effective the 1<sup>st</sup> day of January 2017 between the City of Annandale, Minnesota ("City"), and West Central Sanitation ("Contractor").

The City and the Contractor hereby agree as follows:

**1. DEFINITIONS**

1.1 REFUSE MATERIALS means all types of materials and waste typically generated by residential uses, excluding toxic or hazardous waste, furniture and large appliances.

1.2 RECYCLABLE MATERIALS means newspapers and other paper, cardboard, unsorted glass, unsorted aluminum, steel and "tin" cans, plastic milk, water and soda beverage containers and such other materials as agreed upon by the City and Contractor. The Contractor agrees that recyclable glass, plastic and cans can be mixed without sorting by the residential customers.

1.3 REFUSE/RECYCLING COLLECTION means the gathering of all refuse/recyclable materials set out in containers at residences located within the City of Annandale and the transportation of the refuse/recyclable materials to a site provided by the Contractor which lies outside the City limits where the refuse/recyclable materials can be processed for resale as determined by the Contractor. Disposal of all collected materials shall be in full compliance with all local, state and federal regulations and laws. Materials collected shall not be stockpiled by Contractor after collection longer than permitted under applicable laws.

1.4 RESIDENCE or RESIDENTIAL pertains to each separate dwelling unit within the City in single family or duplex dwellings. It shall not include multiple family dwellings such as townhouse, apartment, condominium or other residential developments which the City determines are similarly situated.

**2. SERVICES TO BE PERFORMED**

2.1 The Contractor shall collect and properly dispose of all refuse from residences within the city limits of Annandale from January 1, 2017 through December 31, 2023. The Contractor shall collect from each residence in Annandale for 35, 65 and 95 gallon containers of refuse. Collection shall be made at least once per week from each residence in Annandale (every other week collection option is available for the 35 gallon container). The Contractor shall also collect and properly dispose of all refuse from containers maintained by the City of Annandale in commercial and park areas, as well as City buildings, including the refuse from the 4<sup>th</sup> of July celebration and other City events at such times and with such frequency as requested by the City and at no cost to the City.

2.2 The Contractor shall collect and properly dispose of all residential recyclable materials within the city limits of Annandale from January 1, 2017 through December 31, 2023. Scheduled collection dates shall be agreed upon by the City and the Contractor, which shall not

be less than two times per month for the duration of this Agreement.

2.3 The Contractor shall not be required to collect refuse/recyclable materials on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, if any such days fall on a regular collection day. The Contractor shall make arrangements with the City for an alternate collection day when a holiday falls on a regular collection day.

### **3. PREPARATION FOR COLLECTION**

3.1 The City will endeavor to have all residents in the City place the containers of refuse/recyclable materials at the curbside by 7:00 a.m. on the day scheduled for collection.

3.2 All containers placed at curbside for collection by 7:00 a.m. on the day scheduled for collection shall be emptied by the Contractor by 4:00 p.m. of the same day.

3.3 All refuse/recyclable materials placed at curbside for collection are owned by and are the responsibility of the residents until handled by the Contractor, at which time the refuse/recyclable materials become the property and responsibility of the Contractor.

### **4. CONTRACTOR'S EQUIPMENT**

4.1 All vehicles shall be painted and marked uniformly and shall be identified on both sides of the cab. A broom and shovel, in good usable condition, shall be placed and maintained on each vehicle for pickup of any spilled or dropped materials. All spilled or dropped material shall be removed by the Contractor.

4.2 The Contractor shall make all collections of refuse/recyclable materials other than newsprint in water-tight receptacles or vehicles with closed tops, so constructed that their contents will not spill therefrom. All receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley, or other place longer than is reasonably necessary to collect refuse/recyclable materials.

4.3 The Contractor shall keep all equipment used in the performance of the work in good operating condition and in a clean, sanitary condition. The Contractor's equipment is subject to periodic inspection by the City.

4.4 The equipment used in the refuse/recycling operation and the refuse/recyclable materials shall not be stored within the City of Annandale in violation of any applicable ordinances.

4.5 Contractor will provide the three size cart options as stated. Care of the cart is the responsibility of the resident. Any damaged or stolen cart can be charged to the resident.

### **5. CONTRACTOR'S OPERATIONS**

5.1 The Contractor shall establish and maintain an office with continuous supervision for accepting complaints and inquiries. The office shall be staffed from 8:00 a.m. until 5:00 p.m.

on all days of collection specified in this Agreement. The address and phone number of the office and any changes therein shall be given to the City in writing. The address of the office as of the execution of this Agreement is P.O. Box 796, Willmar, MN 56201. The telephone number is 1-800-246-7630.

5.2 Whenever the City or a resident notifies the Contractor of locations which have not received scheduled service, the Contractor shall service such locations before 7:00 p.m. of the same day when notified prior to noon. When notified after noon, the Contractor shall service such locations not later than 12:00 noon of the following day.

5.3 The work shall be done with forces which are adequate to insure the satisfactory collection and disposal of refuse/recyclable materials at all times and failure to perform shall not be excused by adverse conditions of weather, breakdown, or similar hindrances which might be regarded as "acts of providence".

## **6. PAYMENT**

6.1 As compensation for the collection of refuse materials from residences in the City, the City shall pay the Contractor the sum of:

2017 – Weekly Collection	Bi-monthly Collection
35 gallon container = \$8.02	\$6.62
65 gallon containers = \$9.21	
95 gallon containers = \$10.49	
2018 – 3.5% increase	
2019 – 1.75% increase	
2020 - 0%	
2021 – 3.5% increase	
2022 – 1.75% increase	
2023 – 0%	

with payment to be made upon invoice of the Contractor for the prior month's collection work.

6.2 As compensation for the collection of recyclable materials from residences in the City, the City shall pay the Contractor the sum of:

2017- 3.84
2018 – 3.5% increase
2019 – 1.75% increase
2020 - 0%
2021 – 3.5% increase
2022 – 1.75% increase
2023 – 0%

with payment to be made upon invoice of the Contractor for the prior month's collection work.

## **7.0 INVOICING**

7.1 Contractor will submit, on a monthly basis, an invoice stating the number of city residences served for refuse and recycling collection, whether the refuse collection service was bi-weekly or weekly, and the number of refuse containers per residential dwelling unit from which refuse was collected in the preceding month. This invoice shall be compared by Annandale to Annandale's records of residential water and sewer accounts. Should the number of residences stated in the invoice differ from the number evidenced by the City's records, Annandale may determine payment according to the records it determines to accurately account for the number of city residences receiving refuse and recycling collection services. Any change to the recorded number of containers per residence will be made in the month following the report of such change.

7.2 Annandale shall pay Contractor once a month for services rendered by the Contractor. Payment shall be made within 35 days from the last day of the month for which services were rendered.

## **8.0 COLLECTION OF OTHER MATERIALS**

8.1 The Contractor agrees to negotiate directly with residence owners for any items not normally collected as part of the routine residential refuse/recycling collection operation. Such additional services shall be paid directly by the residence owner to the Contractor. The Contractor agrees to collect only items it is authorized to collect and shall refuse collection of hazardous materials or other items regulated by the law or ordinance of the appropriate federal, state, county or city authority.

## **9.0 FUEL SURCHARGE**

9.1 The City of Annandale and West Central Sanitation shall review pricing in the event the national average for diesel fuel cost exceeds \$4.00 per gallon for a period of six months. Fuel costs can be reviewed on the Department of Energy website.

## **10. FILING OF REPORTS**

10.1 The Contractor shall keep track of the number and identity of residences which are recycling and shall report the information to the City upon request.

10.2 The Contractor shall submit a monthly summary of the quantity and kinds of all recyclable materials collected and the primary purchasers of the recyclable materials. Monthly summaries shall be submitted no later than the 20th day of the month following the month for which the report is submitted. A weight ticket showing tons of recyclable materials collected shall accompany each report.



## **11. ACCESS TO RECORDS**

11.1 The Contractor shall provide access to the City, Wright County, or any of the duly authorized representatives, to review any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement. Contractor shall retain such records for a period of at least three (3) years following termination of this Agreement.

## **12. INSURANCE**

12.1 The Contractor shall, at all times when this Agreement is in effect, maintain comprehensive general liability insurance on all of its operations in the amount of at least \$500,000.00 for injury to any one person, \$1,000,000.00 per occurrence, and \$50,000.00 for property damage, a certificate of which shall be filed with the City Clerk.

12.2 The Contractor shall at all times when this Agreement is in effect, maintain automobile liability and property damage insurance in the amount of at least \$300,000.00 for injury to any one person, \$300,000.00 per occurrence, a certificate of which shall be filed with the City Clerk.

12.3 The Contractor shall, at all times when this Agreement is in effect, maintain Worker's Compensation Insurance to protect the City under the Worker's Compensation Law should the Contractor employ any persons to fulfill this Agreement.

12.4 The City shall be named as an additional insured in required insurance policies, which shall provide that the coverage may not be terminated or changed by the insurer except upon 30 day's written notice to the City.

12.5 No policy shall contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard basic unamended and unendorsed form of policy, except that no exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Agreement. In addition, no policy shall exclude bodily injury, sickness, disease, or death, from any coverage under the contractual liability endorsement for the liability of the Contractor under this Agreement. Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Contractor from liability assumed under any provisions of this Agreement.

## **13. INDEMNIFICATION**

13.1 The Contractor shall indemnify and hold harmless the City and its officer, agents, and employees from and against all claims, damages, losses, or expenses, including specifically but not exclusively, attorneys fees, for which they may be held liable, arising out of or resulting from the assertion against them of any claims for personal injury or loss of life, property damage, debts, or obligations in consequence of the performance of this Agreement by the Contractor, his employees, agents, or subcontractors.

## **14. INDEPENDENT CONTRACTOR STATUS**

14.1 It is understood that the relationship of Contractor to City is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated.

## **15. TERMINATION**

15.1 This Agreement is in effect for a term of five years. The Agreement may be terminated prior to the end of the term, and neither party shall be liable for further performance after the termination as follows:

- a. By mutual agreement of the parties;
- b. Upon a material breach in performance by Contractor, provided that City has given Contractor written notice of the breach and Contractor has failed to cure the breach within 10 days of receipt of notice. The Agreement shall terminate immediately without further notice from City.
- c. Immediately upon the bankruptcy or insolvency of Contractor.
- d. If it shall become invalid by reason of any present or future law other than an ordinance of the City.

15.2 Upon failure of the Contractor to fulfill any of the provisions of the Agreement, the City Council may hire such persons or assign City employees and equipment as may be necessary to do such work, and the cost and expense thereof may be deducted from monies due the Contractor, collected from the Contractor, or collected from the Contractor's Bond.

## **16. PENALTIES**

16.1 Failure by the Contractor to conform with the provisions of this Agreement may result in the termination of this Agreement and/or cash claims by the City for damages. The City shall inform the Contractor of such failures in writing and the Contractor shall have 30 days from the date of notice to correct such failures before penalty may be invoked.

16.2 In the event of such failures, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, reasonable attorney's fees and costs incurred by the City in pursuing any of its rights under the Agreement.

## **17. SUCCESSORS AND ASSIGNS**

17.1 The Contractor binds itself jointly and severally with its successors, executors, administrators, and assigns to the City in respect to all covenants of this Agreement, except that the Contractor shall not assign or transfer any part of its interest in this Agreement or sublet as a whole, nor shall the Contractor assign any monies due, or to become due, without the City's written consent.

**18. GENERAL TERMS**

18.1 This agreement embodies the entire agreement between the parties including all prior understandings and agreements and may not be modified except in writing and signed by the parties.

18.2 This Agreement shall be construed in accordance with Minnesota law. Any court actions arising under this Agreement shall be venued in Wright County, Minnesota.

18.3. The parties' waiver of any breach of this Agreement will not constitute a waiver of any other breach or this Agreement.


18.4. Benefit. This Agreement will not benefit or inure to any other party.

18.5. Either party may give 90 days' written notice prior to the expiration of this Agreement of its desire to negotiate an extension of the contract. The parties agree to negotiate in good faith. The Agreement may be extended by mutual agreement of the parties for one or more 30 day terms while the parties engage in negotiations for the extension.


18.6. The parties agree that any disputes under this Agreement shall be submitted to mediation. The parties will agree upon a mediator and shall each be responsible for ½ of the costs of the mediation.


EXECUTED as of the day and year first above written.

CONTRACTOR

By   
Don Williamson  
President, West Central Sanitation

CITY OF ANNANDALE

By   
Dwight Gunnarson  
Mayor

By   
Kelly Hinnenkamp  
City Administrator/Clerk



# City Council Agenda

June 5, 2023

**Agenda Section:** New Business

**Agenda No.** 9C

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Vending Contract

## Core Strategy:

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

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## Background

Bernicks has provided information regarding the installation of a vending machine at the Beach House. The vending machine would be located under the exterior covered area. The City will need to extend power to the exterior and there are two options to consider.

Option 1- Bernicks owning and operating vending machine.

- Machine provided at no cost.
- Bernicks will monitor and fill the machine as needed based on sales.
- The City will receive 20% commissions on the sales. This can be paid by mailed check or EFT.
- There is no charge if service is needed on the machine.
- Current vend rates are \$2.00 for 20oz pop and water, \$2.25 for Gatorade, Energy \$2.50-\$3.25. Machine would accept cash, coin, debit, credit, tap to pay, Apple Pay and Google pay.

Option 2- Bernicks can sell a refurbished machine for the city to own and operate.

- Machine would be set up for 12oz cans only and would be set up to accept cash and coin only.
- Sale price \$1,000.00 + \$150.00 delivery.
- The City be responsible for stocking products and collecting the cash/coin.
- Any service needed for repairs would be charged \$85/hr + parts.

## Recommended Action

Direct staff to work with Bernicks to install and operate a vending machine (option 1) at the Beach House.

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**Attachments:**

None





## High Visibility V-Max H.V.V. Series



**V-MAX**

Model	621 HVV	721 HVV	821 HVV
Height	72"	72"	79"
Width	32.5"	39.5"	39.5"
Depth	34.75"	34.75"	34.75"
Columns	8	10	10
Selections	6	12	12
12oz can capacity	576	720	840
20oz bottle capacity	256	320	380

**V-MAX**

## Refurbished Magnum Series Bubble Front Vendors



Model	V-Max 576	V-Max 720	V-Max 840
Height	72"	72"	79"
Width	32.5"	39.5"	39.5"
Depth	34.75"	34.75"	34.75"
Columns	8	10	10
Selections	6	12	12
12oz can capacity	576	720	840
20oz bottle capacity	256	320	380



# City Council Agenda

June 5, 2023

**Agenda Section:** New Business

**Agenda No.** 9D

**Report From:** Kelly Hinnenkamp, Admin

**Agenda Item:** Special Meetings

## Core Strategy:

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

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## Background

The City Council should consider scheduling two special meetings. The following dates are recommended:

Meeting to award contract for Hemlock Improvements- June 16<sup>th</sup> or later

Meeting to receive audit- June 16<sup>th</sup>

## Recommended Action

Will be discussed at the meeting.

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## Attachments:

None



# City Council Agenda

June 5, 2023

**Agenda Section:** New Business  
**Report From:** Kelly Hinnenkamp, Admin

**Agenda No.** 9E  
**Agenda Item:** RFP for 20 Oak Ave S

## Core Strategy:

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

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## Background

In December of 2022, the Council approved an RFP for the redevelopment of 74 Oak Ave N. With the recent purchase of 20 Oak Ave S, staff is recommending the Council consider issuing a similar RFP for marketing the redevelopment of the site.

Attached is a copy of the RFP for 74 Oak Ave N.

## Recommended Action

Will be discussed at the meeting.

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## Attachments:

RFP for 74 Oak Ave North





City of Annandale  
30 Cedar Street East | PO Box K  
Annandale, MN 55302



## REQUEST FOR PROPOSALS FOR DOWNTOWN REDEVELOPMENT

**74 OAK AVENUE NORTH  
ANNANDALE, MN 55302**

## **SUMMARY**

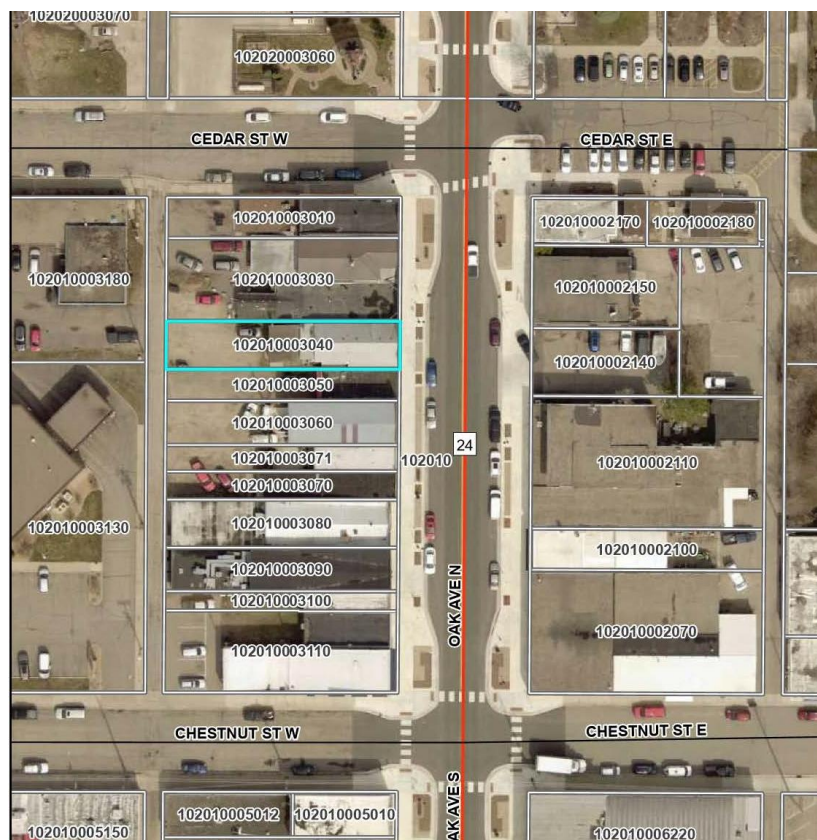
The City of Annandale is pleased to release a Request for Proposals (RFP) for a redevelopment opportunity in the City's downtown core.

We invite and encourage the submission of proposals from developers to acquire the property and redevelop the site for a commercial or mixed-use development. Residential development as the principal use is not permitted.

## **GENERAL INFORMATION**

The City of Annandale is the owner of the site (outlined in light blue below) which was acquired in July of 2022.

The site is located in downtown Annandale and in the City's C-1A Central Business District – Downtown Core zoning district and is approximately .09 acres (4,120 square feet). Situated on Oak Avenue between Cedar Street and Chestnut Street, the property is near retail shops, restaurants and bars, salons, and a laundromat. The redevelopment site is served by public utilities, including water, sanitary sewer, electricity, and natural gas.



The City of Annandale recognizes the City's Downtown area as an important cultural, historic, and economic asset to the community. The City's Downtown is a thriving commercial center located at the intersection of State Highways 55 and 24. A key principle of the City is to ensure that the Downtown remains vibrant and successful while providing a healthy business environment.

## **CITY GOALS AND OBJECTIVES**

In seeking proposals for the redevelopment of the site, the City of Annandale hopes to:

A. Recoup city's costs of acquiring property.



- B. Enhance the city's tax base and create jobs.
- C. Utilizing the Annandale Downtown Plan as a guide, develop architecturally significant commercial or mixed-use structure that will complement the surrounding buildings.
- D. Encourage development that will reinforce the public and private investment in the area and that will enhance opportunities for future development.
- E. Create economic opportunities, expand the mix of businesses to fill gaps in the commercial market and possibly provide additional housing opportunities in the downtown.
- F. Draw visitors and customers from throughout the regional trade area and beyond to the downtown.
- G. Support the creation of a unique commercial environment that will draw repeat business to Annandale's downtown.

### **PROPOSED USES AND DESIGN CONSIDERATIONS**

Proposals submitted must be in conformance with the following:

- A. Proposed uses are required to be permitted uses in the C-1A Central Business District – Downtown Core.
- B. The proposed development must be compatible with the City's Downtown Plan.
- C. The proposed development must comply with city land use regulations, building and fire codes, and all other regulations as applicable.
- D. The building and site plan must be reviewed by the Annandale Economic Development Committee and Planning Commission and approved by the Annandale City Council.

### **Design Standards:**

- A. Building setbacks
  - 1. Front Yard – Minimum and maximum of zero (0) feet
  - 2. Rear Yard – Minimum of zero (0) feet
  - 3. Internal Side Yard: Minimum and maximum of zero (0) feet
- B. Building height should not exceed 50 feet.
- C. All new construction in the C-1A must conform with the approved design guidelines in the Downtown Plan.
  - 1. First level of structure required to have a minimum of 60% windows and doors
  - 2. Upper levels shall not exceed 50% glass.
  - 3. Windowsill height on the street level shall be no less than 12 inches and no greater than 36 inches.
  - 4. Buildings shall be sided and faced and/or painted in such a way as to blend with the approved design guidelines. The use of ornamental brick, arches, rough textured siding and similar design characteristics should be encouraged.
  - 5. Building materials shall be consistent, at minimum, with the standards found in Chapter 150.49 regarding commercial structures.
  - 6. Accessory buildings are not permitted.
  - 7. Building required to having an awning per City Code requirements.
- D. Off-street parking may be challenging. The proposed development may need to demonstrate creative parking solutions if proposing a mixed use development.

### **CONTENT OF PROPOSAL**

Evaluation and selection of a developer will be based on information submitted in the proposal, reference checks, and supplemental information. Failure to respond to each requirement in the RFP may be the basis for rejecting a response. Submitted proposals are suggested to include each of the following sections:

- A. Developer Profile.

1. Full legal name, address, telephone number(s), and email address of developer and any authorized representative for the developer.
  2. Attach copies of resumes or provide brief description of the backgrounds of the development team who would be involved in this project. Identify what specific tasks each member will carry out and who will be responsible for coordinating the work of the team.
  3. Describe in detail any similar projects carried out by the developer that are relevant to the project proposed as evidence of the proposer's ability to develop commercial property. Preference will be given if development projects of similar nature of scale have been completed.
- B. Project Description. Provide detailed conceptual information for the proposed project:
1. Provide a conceptual site plan and elevations for the proposed development. Plans should adhere to the City's current zoning regulations.  
*Note: The City of Annandale will be given final approval of the site plan for the project.*
  2. Provide descriptions of proposed occupants of the completed or how you will market the development to prospective occupant.
  3. Provide a schedule of proposed building and site improvements with cost estimates.
  4. Provide a schedule of construction timing and expected date of completion for each phase of the project.
  5. Provide an estimate of final project valuation.
- C. Project Budget. Provide information on the project budget, adequacy of funding and other sources of support:
1. Provide a preliminary development budget for this project that includes all major costs/ items required for its implementation and identifies all sources of funds, including public assistance necessary for the project. Also include a description of your assumptions and the sources of information used in developing the budget.
  2. Provide a statement of the proposed method of financing the improvements, including specific information on the terms of interim financing for construction and marketing of the proposed development and for permanent development financing. Attach a statement of interest and/or commitment to the project by a prospective interim and permanent lender, if available.
- D. Purchase Price. Provide the price being offered for the site. If the price offered is lower than fair market value, provide a description to support the reasoning.

#### **PROCEDURES FOR SUBMISSION**

- A. An official of the corporation or entity authorized to bind the proposer must sign the proposal.
- B. The proposal shall contain the full name of the person, firm, or corporation submitting the proposal and the address of the person, firm, or president of the corporation if not the owner or developer.
- C. The proposal must contain a statement to the effect that the proposal is firm for a period of not less than 180 days after the closing date of this request.
- D. The proposal must be submitted electronically and in five hard copies.
- E. Sealed written proposals in approximate format of 8 ½" x 11" will be received by the City of Annandale, 30 Cedar Street East, PO Box K, Annandale, MN, 55302 on or before 12:00 pm on January 31, 2023.
- F. If no proposals are submitted by January 31, 2023, the City of Annandale will accept and consider proposals until a proposal has been accepted.

#### **INQUIRIES**

Prospective developers may submit questions by mail or e-mail:

Jacob Thunander, Community Development Director  
City of Annandale  
30 Cedar Street East  
Annandale, MN 55302  
[jthunander@annandale.mn.us](mailto:jthunander@annandale.mn.us)

### **OPENING OF PROPOSALS**

Proposals must be received no later than 12:00 pm on Tuesday, January 31, 2023. Proposals will be opened at a date and time determined at the sole discretion of the City of Annandale. The City of Annandale also reserves the right to extend the deadline for submissions if it so desires and reject any/all proposals. If no proposals are submitted by January 31, 2023, the City of Annandale will accept and consider proposals until a proposal has been accepted.

### **EVALUATING PROPOSALS**

After the opening of the proposals, the City of Annandale will review the proposals and schedule interviews with the selected developers.

Evaluation and recommendations of the selection committee will be based primarily on:

- A. The extent to which the proposals appear to implement the city's goals and objectives, including the City's Downtown Plan.
- B. The qualifications and financial responsibility of the developer.
- C. The degree of financial commitment for the proposer(s) and associated lenders of the project and any public assistance requested.
- D. The quality of the proposed development.
- E. Proposed development schedule.
- F. The conditions, if any, attached to the proposal.

### **AWARD**

The Annandale City Council shall make the final selection after recommendation from the Annandale Economic Development Committee. The selection will be made on the basis of:

- A. The best proposal as defined above.
- B. Whether a satisfactory agreement between the developer and the city can be executed.

The City of Annandale reserves the right to reject any and all proposals, to extend the time for acceptance of proposals, to modify the requirements of this proposal via addendum, and to advertise for new proposals.

### **AWARD NOTIFICATION**

The City will notify in writing each firm submitting a proposal the results of the selection process.

### **PROPOSAL EXPIRATION DATE**

Proposals in response to this RFP will be valid for one hundred eighty (180) days from the proposal due date. The City reserves the right to ask for an extension of time if needed.

### **OWNERSHIP OF MATERIALS**

All materials submitted in response to the RFP become the property of the City of Annandale and supporting materials will not be returned. The City of Annandale is not responsible for any costs incurred by any firm in the preparation of the proposal.

**DISCLAIMER**

This request for proposals is only a solicitation for information. The City of Annandale is not obligated to enter into a contract for any of the projects described. Notwithstanding any other provisions of the RFP, the city reserves the right to reject any or all proposals, to waive any irregularity in a proposal, and to accept or reject any item or a combination of items, when to do so would be to the advantage of the city and its taxpayers. It is further within the right of the city to reject proposals that do not contain all elements and information requested in this document. The City of Annandale shall not be liable for any losses incurred by any firms throughout this process.