



CITY OF ANNANDALE COUNCIL MEETING AGENDA

Meeting #20
Regular Meeting
City Council Chambers

November 13, 2023
6:30 P.M.

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

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

Online: <https://us02web.zoom.us/j/81774948100?pwd=RXFsZWl0UjFvVzRDVW9BVEhOTDIXQT09>

Or Telephone: 309-205-3325

Webinar ID: 817 7494 8100

Passcode: 589753

1. CALL TO ORDER/ROLL CALL/ADOPT AGENDA
2. APPROVAL OF [MINUTES](#)
3. VISITOR'S
4. PUBLIC HEARING
 - A. [Resolution Adopting Special Assessments- Delinquent Accounts](#)
5. OPEN FORUM- NONE
6. CONSENT AGENDA
 - A. [Approve Auditing Claims](#)
 - B. [Approve Departments Reports](#)
 - C. [Approve Employment Anniversaries](#)
 - D. [Approve Special Events](#)
 - E. [Approve Resolution PERA- Officer Berkowitz](#)
 - F. [Approve Pay Apps](#)
 - G. [Approve Lawful Gambling Application- All Night Grad and St. Johns Church](#)
 - H. [Approve Fund Transfers](#)
 - I. [Approve Farm Lease](#)
 - J. [Approve Grant Agreement- MN DEED](#)
 - K. [Appoint Fire Fighter](#)
 - L. [Approve Donations](#)
 - M. [Approve Personnel Policy Amendments](#)
 - N. [Approve Police PT Wages](#)

(See Reverse Side for Additional Agenda Items)

- O. [Call Hearing for Fee Amendment Consideration](#)
- P. [Approve Catholic Charities Site Use Agreement](#)
- Q. [Approve Resolution Approving Liquor License- Expanse](#)
- R. [Approve Renewal of Planning and Park Commission Terms](#)
- S. [Approve Ordinance Amendment- Park Commission](#)
- T. [Review Concept Plan- Shores of Lake John](#)
- U. [Approve Ordinance Rezoning Property- Bruggeman](#)
- V. [Approve Resolution State Appropriation Application](#)
- W. [Approve Fire Relief Benefit](#)

7. REMOVED CONSENT ITEMS

8. UNFINISHED BUSINESS

- A. [Review Ordinance Regulating Cannabis](#)

9. NEW BUSINESS

- A. [Resolution Accepting Preliminary Engineering Report and Calling a Public Hearing- Highland Brown](#)
- B. [Resolution Approving Plans and Specifications and Authorizing Advertisement of Bids for Pickleball Courts](#)
- C. [Review Pedestrian Crossings for Highway 55](#)
- D. [Review Proposal for GIS](#)
- E. [Review Proposals for New Website](#)
- F. [Review Snow Removal of Cart Paths in Southbrook](#)
- G. [Purchase of Payloader](#)

10. MAYOR/COUNCIL REPORTS

11. ADJOURNMENT

MINUTES
ANNANDALE CITY COUNCIL
September 11, 2023

CALL TO ORDER/ROLL CALL: The City Council of Annandale, Minnesota met for a regular meeting on September 11, 2023 at 6:30 p.m. at the City Hall Council Chambers. Mayor Jonas called the meeting to order at 6:30 p.m.

City Council Present: Jonas, Wuollet, Honsey, Grundy, Czycalla. City Council members absent: None. Also, present were Administrator Hinnenkamp, Public Works Director Joe Haller, Assistant City Engineer Nick Peterson, Fire Chief Townsend, Police Chief Standafer, Caden Schwarzkopf and the Annandale Advocate.

SET AGENDA: The following items were added to the agenda: Item D under New Business, Manhole Repairs, Item E under New Business Purchase of Argo. Hinnenkamp noted Item G under Consent was removed from the agenda. A motion was made by Wuollet and seconded by Honsey to approve the agenda as amended. The motion carried unanimously.

All motions are approved unanimously unless otherwise noted.

MINUTES: Hinnenkamp presented an amendment to the August 14, 2023 minutes to clarify the language of the Removed Consent Item J- Concept Plan for Apartment Project. Grundy requested an amendment for the August 14, 2023 minutes that the approval of the Up Lighting Project was contingent upon Joe's review of the electrical. A motion was made by Czycalla and seconded by Honsey to approve the minutes from August 14, 2023 and September 1, 2023.

VISITORS:

Greg Roth- Insurance Agent- Roth presented the Insurance renewal for the City's Comprehensive and Liability Insurance policy. After reviewing the information, A motion was made by Czycalla and seconded by Wuollet to approve the renewal with increasing the City's deductible to \$5000 and to not include coverage for the property owned at 20 Oak Avenue S. A motion was also made by Grundy and seconded by Czycalla to not waive the tort liability limits.

PUBLIC HEARINGS: NONE

OPEN FORUM:

Resident Marjorie Cash inquired about the project proposed by Bruggemann near the Pintail Ponds development. Cash questioned the need for the rezoning and the extension of the road. Staff informed Cash that when this application is submitted for review with the Planning Commission she would be informed.

CONSENT AGENDA:

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

- A. Approve Auditing Claims
- B. Approve Departments Reports
- C. Approve Special Events
- D. Approve Appointment of Fire Fighter
- E. Approve St. Ignatius Lawful Gambling Application/Temp Liquor License

- F. Approve Resolution 23-47 Declaring Costs to be Assessed for Hemlock Improvements, 23-48 Declaring Costs to be Assessed Lake John Utility Extension and Resolutions 23-49 Calling Hearing on Proposed Assessments for Delinquent Accounts, 23-50 Calling a Hearing on the Proposed Assessments for Hemlock Improvements and 23-51 Calling Public Hearing0 Lake John Utility Extension.
- ~~G. Approve Pay Applications~~
- H. Approve Resolution 23-52 and 23-53 Approving CUP and Site Plan- Bronder
- I. Approve Resolution 23-54 Accepting Donations

REMOVED CONSENT ITEMS:

UNFINISHED BUSINESS:

Request for Rachel Development- Council reviewed the updated information presented by the City Engineer. A motion was made by Grundy and seconded by Czycalla to take no action on the matter.

NEW BUSINESS:

Ordinance Regulating Cannabis- Council reviewed the proposed ordinance. This item was tabled to the October 2nd meeting.

Resolution 23-55 Approving Preliminary Levy, Resolution 23-56 Abating Tax Levy and Calling TNT Hearing- Mayor Jonas requested that this item is tabled and a special meeting is called for September 27, 2023 at 8:30am.

Controlled Burn- St. Johns Parsonage- Chief Townsend informed the Council of the proposed burn for 9/30 with 10/1 as the backup day.

Manhole Repairs- Haller informed the Council of the required Manhole repairs to be completed on Pleasant Ave N in the amount of \$5503. A motion was made by Wuollet and seconded by Grundy to approve the quote from Hiperline in the amount of \$5503 to complete the manhole repairs.

Argo Purchase- A motion was made by Honsey and seconded by Czycalla to purchase an Argo from the Fire Department using Lawful Gambling Funds in the amount of \$41,300.65. The motion was approved on a 4-0-1 vote with Jonas abstaining.

MAYOR/COUNCIL REPORTS: NONE

ADJOURNMENT:

Moved by Czycalla and seconded by Honsey to adjourn. The meeting was adjourned at 7:41pm

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator

MINUTES
ANNANDALE CITY COUNCIL
September 27, 2023

CALL TO ORDER/ROLL CALL: The City Council of Annandale, Minnesota met for a special meeting on September 27, 2023 at 8:30 am at the Annandale Council Chambers. Mayor Jonas called the meeting to order at 8:30 am.

City Council Present: Wuollet, Czycalla, Honsey, Grundy and Jonas. City Council members absent: None
Also, present were Administrator Hinnenkamp, Chief Standafer.

AGENDA

A motion was made by Wuollet and seconded by Honsey to approve the agenda as presented. The motion carried unanimously.

All motions are approved unanimously by roll call unless otherwise noted.

NEW BUSINESS

Review Pay Scales- After reviewing the proposed pay scale adjustments, a motion was made by Wuollet and seconded by Grundy to approve the recommended pay scale adjustments and adjustments to the Police Wages as presented.

Resolution 23-55 Abating Levies and 23-56 Adopting 2024 Preliminary Levy- council reviewed the 2024 Budget. A motion was made by Czycalla and seconded by Honsey to approve Resolution 23-55 Abating Levies and 23-56 Adopting 2024 Preliminary Levy as presented and call the TNT Hearing for December 11, 2023 at 6:30pm.

Termination of Development Agreement- Pintail Ponds Apartments- A motion was made by Wuollet and seconded by Grundy to approve the Termination of Development Agreement for Pintail Ponds Apartments as presented.

ADJOURNMENT:

Motion was made by Czycalla and seconded by Honsey to adjourn the meeting. The meeting was adjourned at 9:43pm

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator

MINUTES
ANNANDALE CITY COUNCIL
September 29, 2023

CALL TO ORDER/ROLL CALL: The City Council of Annandale, Minnesota met for an Emergency Meeting on September 29, 2023 at 8:30 am at the Annandale Council Chambers. Mayor Jonas called the meeting to order at 8:30 am.

City Council Present: Wuollet, Czycalla via zoom, Honsey, Grundy and Jonas. City Council members absent: None Also, present were Administrator Hinnenkamp, Tom Westman.

AGENDA

A motion was made by Wuollet and seconded by Honsey to approve the agenda as presented. The motion carried unanimously.

All motions are approved unanimously by roll call unless otherwise noted.

NEW BUSINESS

Resolution 23-55 Abating Levies and 23-56 Adopting 2024 Preliminary Levy- Hinnenkamp informed Council of the error in the calculation of the levy percentage increase presented at the September 27, 2023 meeting. After reviewing the information, a motion was made by Wuollet and seconded by Honsey to amend Resolution 23-56 Adopting 2024 Preliminary Levy to include a final levy amount of 1,782,223.

ADJOURNMENT:

Motion was made by Honsey and seconded by Wuollet to adjourn the meeting.

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator

MINUTES
ANNANDALE CITY COUNCIL
October 2, 2023

CALL TO ORDER/ROLL CALL: The City Council of Annandale, Minnesota met for a regular meeting on October 2, 2023 at 6:30 p.m. at the City Hall Council Chambers. Mayor Jonas called the meeting to order at 6:30 p.m.

City Council Present: Jonas, Honsey, Grundy, Czycalla. City Council members absent: Wuollet. Also, present were Administrator Hinnenkamp, Public Works Director Joe Haller, Assistant City Engineer Nick Peterson, Police Chief Pete Standafer, Don Williamson and Jeff Bertram with West Central Sanitation, Deb Gatz with Republic Sanitation and the Annandale Advocate.

SET AGENDA: Staff requested the following item added under New Business- Item E. Purchase of Radios. A motion was made by Czycalla and seconded by Grundy to approve the agenda as amended. The motion carried unanimously.

All motions are approved unanimously unless otherwise noted.

MINUTES: NONE

VISITORS:

Refuse RFP- The Council heard from West Central Sanitation and Republic Sanitation. After reviewing the proposals, a motion was made by Czycalla and seconded by Grundy to approve the proposal submitted by West Central Sanitation.

PUBLIC HEARINGS:

Resolution 23-57 Certifying Delinquent Accounts- Mayor Jonas opened the public hearing at 6:46pm. After hearing no public input, the hearing was closed. A motion was made by Czycalla and seconded by Honsey to approve Resolution 23-57 Certifying Delinquent Accounts as presented.

Resolution 23-58 Certifying Assessments for Hemlock Improvement Project- Mayor Jonas opened the public hearing at 6:49pm. After hearing no public input, the hearing was closed. A motion was made by Honsey and seconded by Grundy to approve Resolution 23-58 Certifying Assessments for Hemlock Improvement Project as presented.

Resolution 23-59 Certifying Assessments for Lake John Utility Extension- Mayor Jonas opened the public hearing at 6:50pm. After hearing no public input, the hearing was closed. A motion was made by Czycalla and seconded by Honsey to approve Resolution 23-59 Certifying Assessments for Lake John Utility Extension as presented.

OPEN FORUM:

Michale McChesney- Michael informed the Council he lives within the patio home portion of the Southbrook Development and they would like to request the City consider clearing snow from the cart paths in Southbrook. The Council directed Staff to look into this request further and report back at the next meeting.

CONSENT AGENDA:

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

- A. Approve Auditing Claims
- B. Approve Departments Reports
- C. Approve Special Events
- D. Approve Resolution 23- 60 PERA- Officer Lisic
- E. Approve Closure of Oak Ave- Chamber Halloween Event
- F. Approve Employment Anniversaries
- G. Approve Pay App- Lake John Utility Extension

REMOVED CONSENT ITEMS: NONE**UNFINISHED BUSINESS:**

Review Ordinance Regulating Cannabis- Council reviewed the ordinance. Requested staff look into modifications to address signage for the businesses related to cannabis sales and to have the penalty fees be consistent with Liquor License penalty fees.

NEW BUSINESS:

Resolution 23-61 Approving Plans and Specifications- Water Tower Reconditioning Project- A motion was made y Czycalla and seconded by Honsey to approve Resolution Approving Plans and Specifications and Ordering Advertisement of Bids.

Review Lake John Utilities Extension- Hinnenkamp informed Council that the City has been receiving calls from residents along the east side of Lake John regarding connecting to city services. Asst Engineer Nick Peterson Presented information related to the extension of the utilizes to serve properties along Lake John. The Council directed staff to work on gauging interest and the City can discuss at a future meeting.

Tree Grinding Proposal- Sylvester Custom Grinding- a motion was made by Grundy and seconded by Honey to accept the proposal with Sylvester Custom Grinding to grind and haul away debris from the City's Compost site as presented.

Purchase of Radio- Chief Standafer presented a quote from Motorola Solutions to purchase radios required with the new encrypted network at the County level. The total cost of the radios is \$78,372.74. Staff is recommending using the one-time police aid provided to purchase these radios and the remaining funds to be transferred into the Police Capital Fund. The total aid received was \$148,212.

MAYOR/COUNCIL REPORTS: NONE**ADJOURNMENT:**

Moved by Honsey and seconded by Grundy to adjourn. The meeting was adjourned at 7:37pm

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator

MINUTES
ANNANDALE CITY COUNCIL
October 5, 2023

CALL TO ORDER/ROLL CALL: The City Council of Annandale, Minnesota met for a special meeting on October 5, 2023 at 8:30 am at the Annandale Council Chambers. Mayor Jonas called the meeting to order at 8:30 am.

City Council Present: Wuollet, Czycalla, Honsey, Grundy and Jonas. City Council members absent: None Also, present were Administrator Hinnenkamp, Community Development Director Jacob Thunander and Brian Dingmann.

AGENDA- A motion was made by Wuollet and seconded by Czycalla to approve the agenda as presented. The motion carried unanimously.

All motions are approved unanimously by roll call unless otherwise noted.

PUBLIC HEARING

Resolution 23-62 Vacation of Drainage and Utility Easements within Lot 1, Block 1 of Millers Oak Ridge. Mayor Jonas opened the public hearing. After hearing no public input, the public hearing was closed. A motion was made by Czycalla and seconded by Honsey to approve Resolution 23-62 Vacating Easements as presented.

NEW BUSINESS

Resolution 23-63 Approving Preliminary and Final Plat and Resolution 23-64 Approving Conditional Use Permit and Variance For Brian and Dana Dingmann at 625 Pleasant Avenue North- The Council reviewed the proposal. A motion was made by Wuollet and seconded by Grundy to approve the Resolutions as presented and to allow the height of the garage no taller than the house.

Consideration to Authorize an Extension of Final Plat Filing- A motion was made by Wuollet and seconded by Honsey to extend the requirement of filing the Final Plat for Pintail Ponds Plat 3 until 12/31/2024 as presented.

Consideration of Entering into Letter of Intent for Sale of Business Park Property- Staff presented the letter of intent to Council to sell property to LEI for the construction of a new commercial building. A motion was made by Czycalla and seconded by Honsey to approve the Letter of Intent as presented.

Health Insurance Renewal- staff presented the health insurance renewal. A motion was made by Grundy and seconded by Wuollet to approve the renewal as presented.

ADJOURNMENT:

Motion was made by Czycalla and seconded by Honsey to adjourn the meeting. The meeting was adjourned at 9am.

Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator



City Council Agenda

November 13, 2023

Agenda Section: Public Hearing

Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 4A

Agenda Item: Resolution Adopting Assessment-Delinquent Accounts

Core Strategy:

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

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

Background

The City annually certifies delinquent accounts to property taxes. The City is required to hold a public hearing prior to the assessment and to certify the amounts to the County prior to November 30th of each year. The City Council approved delinquent accounts at the October 2nd meeting. Staff is proposing additional accounts that should be considered for assessment.

Attached is a Resolution certifying the attached list of the delinquent accounts. This list contains accounts that were delinquent as of September 13th. Staff will adjust this list through November 30th and remove individuals as we confirm payment has been made.

Recommended Action

Motion to approve as presented

Attachments:

- Resolution
- Assessment Roll

**RESOLUTION
NO. 23-__**

Councilmember __ introduced the following resolution and moved for its adoption:

**RESOLUTION CERTIFYING DELINQUENT ACCOUNTS
FOR COLLECTION**

WHEREAS, the Council deems it advisable and in the best interest of the City to certify delinquent accounts for collection by the County Auditor; and

WHEREAS, the City Council is directing that the following delinquent accounts costs be certified for collection with property taxes payable in 2024; and

WHEREAS, the City Council orders the special assessment of said delinquent charges to run for a period of one (1) year and bear an interest rate of 10%; and

WHEREAS, the City Council hereby specifies the following accounts, if not paid by the time the City certifies assessments to the County (on or about November 30, 2023):

See attached list

NOW, THEREFORE, BE IT RESOLVED that the City Council of Annandale, Wright County, Minnesota does hereby order the aforementioned special assessments.

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: __.

WHEREUPON, said resolution was declared duly passed and adopted this 13th day of November, 2023.

City Clerk

City of Annandale Delinquent Accounts

**CITY OF ANNANDALE
NOTICE OF HEARING TO CERTIFY DELINQUENT ACCOUNTS
AGAINST THE TAX ROLLS**

Notice is hereby given, that the City Council of Annandale will meet at 6:30 p.m. on Monday, November 13, 2023, at City Hall located at 30 Cedar St E., to consider certifying the following delinquent accounts against the tax rolls for a one year assessment at 10% interest:

Delinquent Utility Bills

Tax Parcel	Property Address	Amount
102-018-001020	130 EXCELSIOR AVE S	\$313.54
102-022-008010	395 CHERRY AVE N	\$1,221.69
102-016-001050	380 SPRUCE ST E #2	\$88.35
102-016-001050	380 SPRUCE ST E #3	\$492.09
102-016-001050	380 SPRUCE ST E #4	\$283.37

Such persons that desire to be heard with reference to the proposed certifications will be heard at this time. If you do not attend the hearing or submit written comment, it will be assumed that you have no objections to the proposal. If there are any questions, please contact the City of Annandale at 320-274-3055.

Kelly Hinnenkamp
City Administrator

(Published in the Annandale Advocate, Wednesday, October 18, 2023)



City Council Agenda

November 13, 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 | |

Background

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

Recommended Action

Approve Auditing Claims

Attachments:

Auditing Claims

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
A CUT ABOVE SERVICES INC								
5395	A CUT ABOVE SERVICES INC	101323	TREE REMOVAL	10/13/2023	2,700.00	2,700.00	11/03/2023	
Total A CUT ABOVE SERVICES INC:					2,700.00	2,700.00		
A M MAUS & SON, INC.								
111	A M MAUS & SON, INC.	441516	SQUAD MAINTENANCE	10/11/2023	117.25	117.25	11/03/2023	
Total A M MAUS & SON, INC.:					117.25	117.25		
A R ENGH								
4648	A R ENGH	231563	HVAC MAINTENANCE	10/17/2023	468.75	468.75	11/03/2023	
4648	A R ENGH	231564	HVAC MAINTENANCE	10/17/2023	687.50	687.50	11/03/2023	
4648	A R ENGH	231566	HVAC MAINTENANCE	10/17/2023	250.00	250.00	11/03/2023	
4648	A R ENGH	231567	TRAINING CENTER - FALL MAIN	10/25/2023	125.00	125.00	11/03/2023	
Total A R ENGH:					1,531.25	1,531.25		
ALEX AIR APPARATUS 2 INC								
65	ALEX AIR APPARATUS 2 INC	INV-48537	TIC	09/25/2023	4,045.00	4,045.00	10/13/2023	
Total ALEX AIR APPARATUS 2 INC:					4,045.00	4,045.00		
ALLIED MEDICAL TRAINING								
5398	ALLIED MEDICAL TRAINING	3253	EMT TRAINING	09/11/2023	2,145.00	2,145.00	11/09/2023	
Total ALLIED MEDICAL TRAINING:					2,145.00	2,145.00		
ANNANDALE ADVOCATE								
180	ANNANDALE ADVOCATE	101623	SUBSCRIPTION	10/16/2023	39.00	39.00	10/23/2023	
180	ANNANDALE ADVOCATE	93023	RECYCLING	09/30/2023	74.50	74.50	10/13/2023	
180	ANNANDALE ADVOCATE	93023	REFUSE RFP	09/30/2023	33.60	33.60	10/13/2023	
180	ANNANDALE ADVOCATE	93023	LAKE JOHN ASSESSMENT	09/30/2023	173.60	173.60	10/13/2023	
180	ANNANDALE ADVOCATE	93023	HEMLOCK ASSESSMENT	09/30/2023	190.40	190.40	10/13/2023	
180	ANNANDALE ADVOCATE	93023	DELINQUENT ACCOUNT PH NO	09/30/2023	127.40	127.40	10/13/2023	
180	ANNANDALE ADVOCATE	93023	DELINQUENT ACCOUNT PH NO	09/30/2023	127.40	127.40	10/13/2023	
180	ANNANDALE ADVOCATE	93023	HOUSE BURN NOTICE	09/30/2023	59.60	59.60	10/13/2023	
180	ANNANDALE ADVOCATE	93023	HYDRANT FLUSH	09/30/2023	44.70	44.70	10/13/2023	
180	ANNANDALE ADVOCATE	93023	GENERAL	09/30/2023	89.40	89.40	10/13/2023	
180	ANNANDALE ADVOCATE	93023	MINUTES	09/30/2023	868.00	868.00	10/13/2023	
180	ANNANDALE ADVOCATE	93023	ZONING NOTICES	09/30/2023	187.60	187.60	10/13/2023	
Total ANNANDALE ADVOCATE:					2,015.20	2,015.20		
ANNANDALE AUTO CARE LLC								
188	ANNANDALE AUTO CARE LLC	123207	TRUCK REPAIR	10/18/2023	698.63	698.63	11/03/2023	
188	ANNANDALE AUTO CARE LLC	123221	TRUCK REPAIR	10/19/2023	332.99	332.99	11/03/2023	
Total ANNANDALE AUTO CARE LLC:					1,031.62	1,031.62		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ANNANDALE PARTS SUPPLY								
192	ANNANDALE PARTS SUPPLY	127315185	PD SQUAD MAINTENANCE	08/29/2023	5.85	5.85	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127315644	SUPPLIES	09/05/2023	10.95	10.95	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127315647	PARTS	09/05/2023	12.69	12.69	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127315723	PARTS	09/06/2023	14.78	14.78	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127315737	SUPPLIES	09/06/2023	51.77	51.77	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127315848	PARTS	09/08/2023	7.29	7.29	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127316009	SUPPLIES	09/11/2023	29.09	29.09	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127316010	PARTS	09/11/2023	81.99	81.99	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127316230	PARTS	09/14/2023	8.18	8.18	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127316262	PARTS	09/14/2023	8.29	8.29	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127316626	SUPPLIES	09/19/2023	24.09	24.09	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127316648	PARTS	09/19/2023	17.19	17.19	10/13/2023	
192	ANNANDALE PARTS SUPPLY	127317523	FILTERS	09/30/2023	16.84	16.84	11/07/2023	
192	ANNANDALE PARTS SUPPLY	127317708	PARTS	10/03/2023	67.37	67.37	11/07/2023	
192	ANNANDALE PARTS SUPPLY	127318260	PARTS	10/11/2023	10.29	10.29	11/07/2023	
192	ANNANDALE PARTS SUPPLY	127318272	PARTS	10/11/2023	7.39	7.39	11/07/2023	
192	ANNANDALE PARTS SUPPLY	127318285	PARTS	10/11/2023	6.69	6.69	11/07/2023	
192	ANNANDALE PARTS SUPPLY	127318309	PARTS	10/11/2023	39.96	39.96	11/07/2023	
192	ANNANDALE PARTS SUPPLY	127318465	PARTS	10/13/2023	24.18	24.18	11/07/2023	
Total ANNANDALE PARTS SUPPLY:					411.20	411.20		
ANNANDALE VETERINARY CLINIC								
270	ANNANDALE VETERINARY CLI	226286	VET BOARDING BILL	09/22/2023	105.00	105.00	11/03/2023	
Total ANNANDALE VETERINARY CLINIC:					105.00	105.00		
ANNANDALE-MAPLE LAKE								
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 411 DOUGLAS DRIV	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 551 IRWIN DR W	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 310 FLORENCE AV	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 561 IRWIN DRIVE W	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 541 IRWIN DR W	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 331 FLORENCE AV	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 321 FLORENCE AV	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 311 FLORENCE AV	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 301 FLORENCE AV	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 300 FLORENCE AV	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	101923	SAC FEES - 651 ACACIA DRIVE	10/19/2023	3,500.00	3,500.00	10/23/2023	
230	ANNANDALE-MAPLE LAKE	AUG23WWTP	AUGUST FLOW	09/29/2023	55,580.00	55,580.00	10/13/2023	
230	ANNANDALE-MAPLE LAKE	SEP23WWTP	FLOW- SEPT	10/20/2023	50,638.00	50,638.00	10/23/2023	
Total ANNANDALE-MAPLE LAKE:					144,718.00	144,718.00		
ARAMARK UNIFORM SERVICES								
286	ARAMARK UNIFORM SERVICES	2530190224	WATER UNIFORMS	09/28/2023	68.90	68.90	10/13/2023	
286	ARAMARK UNIFORM SERVICES	2530192744	SEWER UNIFORMS	10/05/2023	173.04	173.04	10/13/2023	
286	ARAMARK UNIFORM SERVICES	2530195225	WATER UNIFORMS	10/12/2023	57.87	57.87	11/03/2023	
286	ARAMARK UNIFORM SERVICES	2530197736	SEWER UNIFORMS	10/19/2023	92.37	92.37	11/03/2023	
286	ARAMARK UNIFORM SERVICES	2530200361	WATER UNIFORMS	10/26/2023	84.92	.00		
286	ARAMARK UNIFORM SERVICES	2530203101	WATER UNIFORMS	11/02/2023	68.57	.00		
Total ARAMARK UNIFORM SERVICES:					545.67	392.18		
AT&T MOBILITY								
5317	AT&T MOBILITY	287314070103	PW CELL PHONE	09/25/2023	88.87	88.87	10/13/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5317	AT&T MOBILITY	287314070103	WATER CELL PHONE	09/25/2023	86.26	86.26	10/13/2023	
5317	AT&T MOBILITY	287314070103	WW CELL PHONE	09/25/2023	86.26	86.26	10/13/2023	
5317	AT&T MOBILITY	287314070103	PD CELL PHONE	09/25/2023	133.89	133.89	10/13/2023	
5317	AT&T MOBILITY	287314070103	FD IPAD	09/25/2023	38.23	38.23	10/13/2023	
5317	AT&T MOBILITY	287314070103	CITY CELL PHONE	09/25/2023	44.63	44.63	10/13/2023	
5317	AT&T MOBILITY	287314070103	AIR CARDS	09/25/2023	152.91	152.91	10/13/2023	
5317	AT&T MOBILITY	287314070103	PW CELL PHONE	10/25/2023	89.04	89.04	11/03/2023	
5317	AT&T MOBILITY	287314070103	WATER CELL PHONE	10/25/2023	86.42	86.42	11/03/2023	
5317	AT&T MOBILITY	287314070103	WW CELL PHONE	10/25/2023	86.42	86.42	11/03/2023	
5317	AT&T MOBILITY	287314070103	PD CELL PHONE	10/25/2023	134.19	134.19	11/03/2023	
5317	AT&T MOBILITY	287314070103	FD IPAD	10/25/2023	38.23	38.23	11/03/2023	
5317	AT&T MOBILITY	287314070103	CITY CELL PHONE	10/25/2023	44.73	44.73	11/03/2023	
5317	AT&T MOBILITY	287314070103	AIR CARDS	10/25/2023	152.92	152.92	11/03/2023	
Total AT&T MOBILITY:					1,263.00	1,263.00		
BADGER METER, INC.								
380	BADGER METER, INC.	80138302	BEACON HOSTING SERVICE- S	09/28/2023	48.57	48.57	10/13/2023	
380	BADGER METER, INC.	80138302	BEACON HOSTING SERVICE- W	09/28/2023	48.57	48.57	10/13/2023	
380	BADGER METER, INC.	80140868	BEACON HOSTING SERVICE- S	10/30/2023	64.56	.00		
380	BADGER METER, INC.	80140868	BEACON HOSTING SERVICE- W	10/30/2023	64.56	.00		
Total BADGER METER, INC.:					226.26	97.14		
BERGLUND BAUMGARTNER KIMBALL & GLASER								
5194	BERGLUND BAUMGARTNER KI	100523	BBKG PROSECUTION SERVICE	10/05/2023	1,939.59	1,939.59	10/23/2023	
Total BERGLUND BAUMGARTNER KIMBALL & GLASER:					1,939.59	1,939.59		
BLUE CROSS BLUE SHIELD OF MN								
5318	BLUE CROSS BLUE SHIELD OF	23092947163	INSURANCE	10/12/2023	74.14	74.14	10/13/2023	
5318	BLUE CROSS BLUE SHIELD OF	231101278235	INSURANCE	11/01/2023	74.14	74.14	11/07/2023	
Total BLUE CROSS BLUE SHIELD OF MN:					148.28	148.28		
BOLTON & MENK, INC								
463	BOLTON & MENK, INC	320908	TRIPLETT FARMS- 3RD ADDN	09/25/2023	229.50	229.50	10/13/2023	
463	BOLTON & MENK, INC	320909	BRONDER SITE PLAN REVIEW	09/25/2023	54.00	54.00	10/13/2023	
463	BOLTON & MENK, INC	320909	PARKING LOT LEGAL	09/25/2023	1,227.50	1,227.50	10/13/2023	
463	BOLTON & MENK, INC	320909	ZONING MAP UPDATES	09/25/2023	1,084.00	1,084.00	10/13/2023	
463	BOLTON & MENK, INC	320909	BUILDING PERMIT REVIEW	09/25/2023	825.00	825.00	10/13/2023	
463	BOLTON & MENK, INC	320909	BUSINESS PARK LAYOUT	09/25/2023	1,632.50	1,632.50	10/13/2023	
463	BOLTON & MENK, INC	320909	HIGHLAND/BROWN	09/25/2023	162.00	162.00	10/13/2023	
463	BOLTON & MENK, INC	320909	GENERAL	09/25/2023	199.50	199.50	10/13/2023	
463	BOLTON & MENK, INC	320910	BRUGGEMANN- MULTI-FAM	09/25/2023	478.00	478.00	10/13/2023	
463	BOLTON & MENK, INC	320912	LAKE JOHN DEVELOPMENT	09/25/2023	31,469.50	31,469.50	10/13/2023	
463	BOLTON & MENK, INC	320914	PINTAIL- 2	09/25/2023	757.50	757.50	10/13/2023	
463	BOLTON & MENK, INC	320915	POLAR LANE SOUTH	09/25/2023	7,021.00	7,021.00	10/13/2023	
463	BOLTON & MENK, INC	320916	PICKLEBALL COURTS	09/25/2023	1,640.00	1,640.00	10/13/2023	
463	BOLTON & MENK, INC	320917	HEMLOCK	09/25/2023	85,451.50	85,451.50	10/13/2023	
463	BOLTON & MENK, INC	320918	HWY 55	09/25/2023	7,351.00	7,351.00	10/13/2023	
463	BOLTON & MENK, INC	320919	TRIPLETT FARMS- 4TH ADDN	09/25/2023	1,235.00	1,235.00	10/13/2023	
463	BOLTON & MENK, INC	320920	LAKE JOHN PROJECT- ADMIN/I	09/25/2023	6,881.00	6,881.00	10/13/2023	
463	BOLTON & MENK, INC	322792	TRIPLETT FARMS- 3RD ADDN	10/18/2023	382.50	.00		
463	BOLTON & MENK, INC	322793	DINGMANN WETLAND APP	10/18/2023	270.00	.00		
463	BOLTON & MENK, INC	322793	TEP MEETING- DINGMANN	10/18/2023	202.50	.00		
463	BOLTON & MENK, INC	322793	DINGMANN PLAT	10/18/2023	199.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
463	BOLTON & MENK, INC	322793	BRONDER CONSTRUCTION PL	10/18/2023	54.00	.00		
463	BOLTON & MENK, INC	322794	BRUGGEMANN- MULTI-FAM	10/18/2023	956.00	.00		
463	BOLTON & MENK, INC	322795	LAKE JOHN DEVELOPMENT	10/18/2023	5,215.50	.00		
463	BOLTON & MENK, INC	322796	POPLAR LANE SOUTH	10/18/2023	2,687.00	.00		
463	BOLTON & MENK, INC	322797	PICKLE BALL COURTS	10/18/2023	4,748.00	.00		
463	BOLTON & MENK, INC	322798	HEMLOCK	10/18/2023	13,103.00	.00		
463	BOLTON & MENK, INC	322799	TH 55	10/18/2023	14,918.50	.00		
463	BOLTON & MENK, INC	322800	LAKE JOHN TRUNK UTILITIES	10/18/2023	11,254.25	.00		
Total BOLTON & MENK, INC:					201,689.25	147,698.50		
BRAUN INTERTEC CORPORATION								
501	BRAUN INTERTEC CORPORATI	B359378	TESTING- HEMLOCK	09/26/2023	2,904.00	2,904.00	10/13/2023	
501	BRAUN INTERTEC CORPORATI	B359972	TESTING- PICKLEBALL COURT	09/29/2023	3,297.50	3,297.50	10/13/2023	
501	BRAUN INTERTEC CORPORATI	B362289	LAKE JOHN UTILITY EXTENSIO	10/18/2023	635.50	635.50	11/03/2023	
501	BRAUN INTERTEC CORPORATI	B363058	TESTING- HEMLOCK	10/25/2023	657.50	657.50	11/03/2023	
501	BRAUN INTERTEC CORPORATI	B363572	TESTING- PICKLEBALL COURT	10/27/2023	3,457.50	.00		
Total BRAUN INTERTEC CORPORATION:					10,952.00	7,494.50		
BRUGGEMAN, BRIAN								
5393	BRUGGEMAN, BRIAN	100423	LAND USE ESCROW REFUND	10/04/2023	231.00	231.00	10/13/2023	
Total BRUGGEMAN, BRIAN:					231.00	231.00		
BUREAU OF CRIMINAL APPREHENSION								
5002	BUREAU OF CRIMINAL APPREH	761841	BCA CJDN ACCESS	09/30/2023	1,080.00	1,080.00	11/03/2023	
Total BUREAU OF CRIMINAL APPREHENSION:					1,080.00	1,080.00		
CENTER POINT ENERGY								
2511	CENTER POINT ENERGY	OCT23-240 PL	HOCKEY RINK	10/13/2023	20.54	20.54	11/03/2023	
2511	CENTER POINT ENERGY	OCT23-2-74 O	74 OAK A4	10/13/2023	12.83	12.83	11/03/2023	
2511	CENTER POINT ENERGY	OCT23-30 CE	CITY HALL	10/13/2023	107.48	107.48	11/03/2023	
2511	CENTER POINT ENERGY	OCT23-330 OA	PAVILION	10/13/2023	16.11	16.11	11/03/2023	
2511	CENTER POINT ENERGY	OCT23-340 PO	FD	10/13/2023	79.86	79.86	11/03/2023	
2511	CENTER POINT ENERGY	OCT23-350 PO	OLD PW SHOP	10/13/2023	33.49	33.49	11/03/2023	
2511	CENTER POINT ENERGY	OCT23-541 AS	WTP	10/13/2023	280.24	280.24	11/03/2023	
2511	CENTER POINT ENERGY	OCT23-551 PO	TC	10/13/2023	19.64	19.64	11/03/2023	
2511	CENTER POINT ENERGY	OCT23-74 OA	74 OAK A3	10/13/2023	10.20	10.20	11/03/2023	
2511	CENTER POINT ENERGY	OCT23-74 OA	74 OAK A4	09/26/2023	6.76	6.76	10/13/2023	
2511	CENTER POINT ENERGY	OCT23-74 OA	74 OAK HSE	10/13/2023	10.20	10.20	11/03/2023	
Total CENTER POINT ENERGY:					597.35	597.35		
CENTRA SOTA COOPERATIVE								
646	CENTRA SOTA COOPERATIVE	6313127	FUEL - PW	08/24/2023	500.57	500.57	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313127	FUEL - STREETS	08/24/2023	174.11	174.11	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313127	FUEL - PARKS	08/24/2023	174.11	174.11	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313127	FUEL - WATER	08/24/2023	119.70	119.70	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313127	FUEL - SEWER	08/24/2023	119.70	119.70	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313531	FUEL - PW	10/03/2023	548.49	548.49	10/13/2023	
646	CENTRA SOTA COOPERATIVE	6313531	FUEL - STREETS	10/03/2023	190.78	190.78	10/13/2023	
646	CENTRA SOTA COOPERATIVE	6313531	FUEL - PARKS	10/03/2023	190.79	190.79	10/13/2023	
646	CENTRA SOTA COOPERATIVE	6313531	FUEL - WATER	10/03/2023	131.16	131.16	10/13/2023	
646	CENTRA SOTA COOPERATIVE	6313531	FUEL - SEWER	10/03/2023	131.16	131.16	10/13/2023	
646	CENTRA SOTA COOPERATIVE	6313532	FUEL - PW	10/03/2023	280.42	280.42	10/13/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
646	CENTRA SOTA COOPERATIVE	6313532	FUEL - STREETS	10/03/2023	97.54	97.54	10/13/2023	
646	CENTRA SOTA COOPERATIVE	6313532	FUEL - PARKS	10/03/2023	97.54	97.54	10/13/2023	
646	CENTRA SOTA COOPERATIVE	6313532	FUEL - WATER	10/03/2023	67.05	67.05	10/13/2023	
646	CENTRA SOTA COOPERATIVE	6313532	FUEL - SEWER	10/03/2023	67.05	67.05	10/13/2023	
646	CENTRA SOTA COOPERATIVE	6313756	FUEL - PW	10/18/2023	470.12	470.12	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313756	FUEL - STREETS	10/18/2023	163.52	163.52	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313756	FUEL - PARKS	10/18/2023	163.52	163.52	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313756	FUEL - WATER	10/18/2023	112.42	112.42	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313756	FUEL - SEWER	10/18/2023	112.42	112.42	11/03/2023	
646	CENTRA SOTA COOPERATIVE	6313867	FUEL - PW	11/03/2023	220.90	.00		
646	CENTRA SOTA COOPERATIVE	6313867	FUEL - STREETS	11/03/2023	76.84	.00		
646	CENTRA SOTA COOPERATIVE	6313867	FUEL - PARKS	11/03/2023	76.84	.00		
646	CENTRA SOTA COOPERATIVE	6313867	FUEL - WATER	11/03/2023	52.82	.00		
646	CENTRA SOTA COOPERATIVE	6313867	FUEL - SEWER	11/03/2023	52.82	.00		
646	CENTRA SOTA COOPERATIVE	9014791	FUEL	09/30/2023	9.75	9.75	11/07/2023	
Total CENTRA SOTA COOPERATIVE:					4,402.14	3,921.92		
CENTRAL LANDSCAPE SUPPLY								
615	CENTRAL LANDSCAPE SUPPLY	158525	TREES	10/19/2023	1,009.89	1,009.89	10/23/2023	
Total CENTRAL LANDSCAPE SUPPLY:					1,009.89	1,009.89		
CITY OF BUFFALO								
710	CITY OF BUFFALO	9/30/23 BILL D	MONTHLY NET MOTION	09/30/2023	40.00	40.00	10/13/2023	
Total CITY OF BUFFALO:					40.00	40.00		
CITY OF MAPLE LAKE								
713	CITY OF MAPLE LAKE	2059	WATER METERS	11/01/2023	8,100.00	.00		
Total CITY OF MAPLE LAKE:					8,100.00	.00		
CLASSIC CLEANING COMPANY								
4889	CLASSIC CLEANING COMPANY	35440	TC	10/18/2023	230.00	.00		
4889	CLASSIC CLEANING COMPANY	35440	TC SUPPLIES	10/18/2023	264.00	.00		
4889	CLASSIC CLEANING COMPANY	35441	CITY HALL-	10/18/2023	673.75	673.75	11/03/2023	
4889	CLASSIC CLEANING COMPANY	35441	PD-	10/18/2023	147.00	147.00	11/03/2023	
4889	CLASSIC CLEANING COMPANY	35441	LIBRARY-	10/18/2023	404.25	404.25	11/03/2023	
4889	CLASSIC CLEANING COMPANY	35442	FD	10/18/2023	245.00	245.00	11/03/2023	
Total CLASSIC CLEANING COMPANY:					1,964.00	1,470.00		
COLONIAL LIFE & ACCIDENT								
810	COLONIAL LIFE & ACCIDENT	749242411011	INSURANCE	11/01/2023	474.70	474.70	10/23/2023	
Total COLONIAL LIFE & ACCIDENT:					474.70	474.70		
COMPASS MINERALS AMERICA								
4964	COMPASS MINERALS AMERICA	1225170	ROAD SALT	09/26/2023	10,036.80	10,036.80	10/23/2023	
Total COMPASS MINERALS AMERICA:					10,036.80	10,036.80		
CORE & MAIN LP								
2635	CORE & MAIN LP	S959097	FITTINGS	06/02/2023	239.41	239.41	11/03/2023	
2635	CORE & MAIN LP	T695710	HYDRANT PARTS	10/03/2023	397.95	397.95	11/03/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total CORE & MAIN LP:					637.36	637.36		
COUNTRY CHEVROLET INC								
900	COUNTRY CHEVROLET INC	CVCS162725	SQUAD MAINTENANCE	09/01/2023	353.39	353.39	11/07/2023	
Total COUNTRY CHEVROLET INC:					353.39	353.39		
CRINER, BRANDON								
5391	CRINER, BRANDON	10423	RELOCATION PAYMENT	10/04/2023	5,235.00	5,235.00	10/04/2023	
Total CRINER, BRANDON:					5,235.00	5,235.00		
CWP ENTERPRISES INC								
4769	CWP ENTERPRISES INC	11681	HYDROLIC HOSE REPAIR	11/01/2023	119.55	.00		
4769	CWP ENTERPRISES INC	11682	HYDROLIC COUPLER	11/01/2023	11.04	.00		
Total CWP ENTERPRISES INC:					130.59	.00		
DAIRYLAND POWER COOPERATIVE								
5244	DAIRYLAND POWER COOPERA	INV000001645	MONTHLY BILLS- REFUSE 20%	10/02/2023	137.61	137.61	10/13/2023	
5244	DAIRYLAND POWER COOPERA	INV000001645	MONTHLY BILLS- SEWER 40%	10/02/2023	275.24	275.24	10/13/2023	
5244	DAIRYLAND POWER COOPERA	INV000001645	MONTHLY BILLS- WATER 40%	10/02/2023	275.24	275.24	10/13/2023	
Total DAIRYLAND POWER COOPERATIVE:					688.09	688.09		
DAN & JERRY'S GREENHOUSE								
4902	DAN & JERRY'S GREENHOUSE	766775	WINTER GREENS	10/24/2023	1,754.40	1,754.40	10/23/2023	
Total DAN & JERRY'S GREENHOUSE:					1,754.40	1,754.40		
DAVID DROWN ASSOCIATES INC								
4836	DAVID DROWN ASSOCIATES IN	5465	CONTINUING DISCLOSURE	10/12/2022	665.00	665.00	11/03/2023	
4836	DAVID DROWN ASSOCIATES IN	5465	CONTINUING DISCLOSURE	10/12/2022	665.00	665.00	11/03/2023	
4836	DAVID DROWN ASSOCIATES IN	5465	CONTINUING DISCLOSURE	10/12/2022	670.00	670.00	11/03/2023	
4836	DAVID DROWN ASSOCIATES IN	5552	2023A ISSUANCE FEES	10/25/2023	21,750.00	21,750.00	11/03/2023	
4836	DAVID DROWN ASSOCIATES IN	5689	2023B ISSUANCE FEE	08/22/2023	14,500.00	14,500.00	11/03/2023	
4836	DAVID DROWN ASSOCIATES IN	5734	CONTINUING DISCLOSURE	10/25/2023	300.00	300.00	11/03/2023	
4836	DAVID DROWN ASSOCIATES IN	5734	CONTINUING DISCLOSURE	10/25/2023	300.00	300.00	11/03/2023	
4836	DAVID DROWN ASSOCIATES IN	5734	CONTINUING DISCLOSURE	10/25/2023	300.00	300.00	11/03/2023	
Total DAVID DROWN ASSOCIATES INC:					39,150.00	39,150.00		
DELTA DENTAL								
4793	DELTA DENTAL	CNS00013772	INSURANCE	11/01/2023	1,882.14	1,882.14	10/23/2023	
Total DELTA DENTAL:					1,882.14	1,882.14		
ELAN FINANCIAL SERVICES								
4743	ELAN FINANCIAL SERVICES	OCT 2023	AMZN MKTP US*T96U52YT1 AM	10/17/2023	67.68	67.68	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	MN POLLUTION CONTROL A 65	10/17/2023	390.00	390.00	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	MN POLLUTION CONTROL S 65	10/17/2023	8.39	8.39	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	AMZN MKTP US*TP4JO7WN0 A	10/17/2023	327.72	327.72	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	ANNANDALE CARE CENTER AN	10/17/2023	10.47	10.47	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	ANNANDALE CARE CENTER AN	10/17/2023	34.36	34.36	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	SOUTHBROOK GRILLE 320-274	10/17/2023	21.48	21.48	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	FLORALARTS* FLORALARTS FL	10/17/2023	105.41	105.41	11/07/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
4743	ELAN FINANCIAL SERVICES	OCT 2023	TACTICALGEAR.COM 636-680-8	10/17/2023	129.95	129.95	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	MINNESOTA COUNTY ATTOR 65	10/17/2023	11.00	11.00	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	SP SIMPLEHUMAN LLC HTTPSS	10/17/2023	39.00	39.00	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	AMZN MKTP US*TE3JB0D20 AM	10/17/2023	786.00	786.00	11/07/2023	
4743	ELAN FINANCIAL SERVICES	OCT 2023	AMZN MKTP US*TE3AD9X31 AM	10/17/2023	36.29	36.29	11/07/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	CENEX THE LAKE09898420 AN	09/18/2023	39.31	39.31	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	PSN*MINNESOTA RWA MN 866-	09/18/2023	255.00	255.00	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	AMAZON.COM*TX1256OJ0 SEA	09/18/2023	29.98	29.98	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	FLAGPOLE FARM ECOMM 208-	09/18/2023	723.66	723.66	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	MICROSOFT*MICROSOFT 36 M	09/18/2023	7.50	7.50	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	ZOOM.US 888-799-9666 WWW.Z	09/18/2023	60.12	60.12	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	MICROSOFT*MICROSOFT 36 M	09/18/2023	107.36	107.36	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	USPS PO 2603000302 ANNAND	09/18/2023	8.56	8.56	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	AMZN MKTP US*T340I2622 AMZ	09/18/2023	43.36	43.36	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	USPS PO 2603000302 ANNAND	09/18/2023	28.75	28.75	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	USPS PO 2603000302 ANNAND	09/18/2023	14.05	14.05	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	AMZN MKTP US*TQ7HQ7ZQ1 A	09/18/2023	24.98	24.98	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	WALMART.COM 800-966-6	09/18/2023	18.20	18.20	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	RECONYX BILLING@RE	09/18/2023	5.00	5.00	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	PRIME MEDIA ACQUISITIO ORA	09/18/2023	77.09	77.09	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	SP CF * FIREHOUSE ID FIREHO	09/18/2023	74.70	74.70	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	AWL*PEARSON EDUCATION PR	09/18/2023	125.97	125.97	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	MENARDS BUFFALO MN BUFFA	09/18/2023	34.77	34.77	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	AMZN MKTP US*T12RT0002 AM	09/18/2023	114.99	114.99	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	AMZN MKTP US*TX9GC3UR1 A	09/18/2023	36.87	36.87	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	MENARDS BUFFALO MN BUFFA	09/18/2023	137.76	137.76	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	MENARDS BUFFALO MN BUFFA	09/18/2023	314.61	314.61	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	AMAZON.COM*T959G46C0 SEA	09/18/2023	35.99	35.99	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	ANNANDALE CARE CENTER AN	09/18/2023	19.33	19.33	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	ZOOM.US 888-799-9666 WWW.Z	09/18/2023	60.12	60.12	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	MICROSOFT*MICROSOFT 36 M	09/18/2023	7.50	7.50	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	MN DVS ANNANDALE 14247 KN	09/18/2023	8.63	8.63	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	MN DVS ANNANDALE 142 4 AN	09/18/2023	401.25	401.25	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	RECONYX BILLING@RE	09/18/2023	5.00	5.00	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	TACTICAL ADVANTAGE LLC 320	09/18/2023	369.99	369.99	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	N-EAR HTTPSNEAR.	09/18/2023	164.99	164.99	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	AMERICAN 3B SCIENTIFIC 770-	09/18/2023	1,637.37	1,637.37	10/10/2023	
4743	ELAN FINANCIAL SERVICES	SEPT 2023	ZSK*IT PETTY BROS MEAT ANN	09/18/2023	190.12	190.12	10/10/2023	
Total ELAN FINANCIAL SERVICES:					7,150.63	7,150.63		
EMERGENCY APPARATUS MAINT INC								
1275	EMERGENCY APPARATUS MAI	129632	E12 REPAIR	10/12/2023	850.61	850.61	11/03/2023	
Total EMERGENCY APPARATUS MAINT INC:					850.61	850.61		
FARM RITE EQUIPMENT INC								
1336	FARM RITE EQUIPMENT INC	E13321	2023 BOBCAT S76	08/28/2023	14,845.96	14,845.96	11/03/2023	
1336	FARM RITE EQUIPMENT INC	P77635	FILTERS	10/13/2023	712.28	712.28	11/03/2023	
1336	FARM RITE EQUIPMENT INC	W26973	BOBCAT REPAIR	08/23/2023	342.75	342.75	11/03/2023	
Total FARM RITE EQUIPMENT INC:					15,900.99	15,900.99		
FASTENAL COMPANY								
1338	FASTENAL COMPANY	MNMON14656	SUPPLIES	10/25/2023	20.63	.00		
1338	FASTENAL COMPANY	MNMON14673	SUPPLIES	11/03/2023	28.39	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total FASTENAL COMPANY:					49.02	.00		
FIRE EQUIPMENT SPECIALTIES INC								
1398	FIRE EQUIPMENT SPECIALTIES	11278	TURNOUT GEAR REPAIR	10/05/2023	160.00	160.00	10/13/2023	
1398	FIRE EQUIPMENT SPECIALTIES	11284	FIREFIGHTER HOODS / GLOVE	10/18/2023	962.95	962.95	11/03/2023	
1398	FIRE EQUIPMENT SPECIALTIES	11287	TURNOUT GEAR REPAIR	10/23/2023	569.00	569.00	11/03/2023	
Total FIRE EQUIPMENT SPECIALTIES INC:					1,691.95	1,691.95		
FIRE RELIEF ASSOCIATION								
1420	FIRE RELIEF ASSOCIATION	OCT2023	STATE AID - FIRE	10/17/2023	67,578.95	67,578.95	10/23/2023	
1420	FIRE RELIEF ASSOCIATION	OCT20232	MUNICIPAL CONTRIBUTION	10/25/2023	3,000.00	3,000.00	11/03/2023	
Total FIRE RELIEF ASSOCIATION:					70,578.95	70,578.95		
FLATOUT TIRE SERVICE								
4802	FLATOUT TIRE SERVICE	24652	TIRE REPAIR	09/09/2023	431.00	431.00	10/13/2023	
Total FLATOUT TIRE SERVICE:					431.00	431.00		
GERTENS								
5183	GERTENS	211822/12	CHEMICALS	10/16/2023	236.90	236.90	11/03/2023	
Total GERTENS:					236.90	236.90		
GLASS AMERICA								
5397	GLASS AMERICA	6203577	E12 WINDSHIELD REPAIR	10/17/2023	85.00	85.00	11/03/2023	
Total GLASS AMERICA:					85.00	85.00		
GOPHER STATE ONE-CALL INC								
1630	GOPHER STATE ONE-CALL INC	3090184	LOCATES	09/30/2023	49.95	49.95	11/03/2023	
1630	GOPHER STATE ONE-CALL INC	3100184	LOCATES	10/31/2023	79.25	.00		
Total GOPHER STATE ONE-CALL INC:					129.20	49.95		
GRADING ESCROW								
4912	GRADING ESCROW	G/E 1151 BUSI	G/E 1151 BUSINESS BLVD	10/04/2023	1,500.00	1,500.00	10/04/2023	
4912	GRADING ESCROW	G/E 500 VALLE	G/E- 500 VALLEY DRIVE W	11/02/2023	1,500.00	1,500.00	11/03/2023	
4912	GRADING ESCROW	G/E 520 VALLE	G/E 520 VALLEY DRIVE W	11/02/2023	1,500.00	1,500.00	11/03/2023	
4912	GRADING ESCROW	G/E 610 IRWIN	G/E 610 IRWIN CIRCLE	11/02/2023	1,500.00	1,500.00	11/03/2023	
Total GRADING ESCROW:					6,000.00	6,000.00		
GRAINGER INC, W W								
1660	GRAINGER INC, W W	9855507019	SUPPLIES	09/29/2023	34.30	34.30	10/13/2023	
1660	GRAINGER INC, W W	9869919390	FURNACE FILTERS	10/13/2023	115.26	115.26	11/03/2023	
1660	GRAINGER INC, W W	9873658620	SUPPLIES	10/17/2023	141.40	141.40	11/03/2023	
1660	GRAINGER INC, W W	9877121203	SUPPLIES	10/19/2023	14.60	14.60	11/03/2023	
Total GRAINGER INC, W W:					305.56	305.56		
GREATER MINNESOTA PARTNERSHIP								
4840	GREATER MINNESOTA PARTNE	1334	2024 DUES	09/01/2023	500.00	500.00	10/23/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total GREATER MINNESOTA PARTNERSHIP:					500.00	500.00		
HAWKINS, INC.								
1710	HAWKINS, INC.	6603013	CHEMICALS WTP	10/15/2023	30.00	30.00	11/03/2023	
1710	HAWKINS, INC.	6618599	CHEMICALS WTP	11/01/2023	503.00	.00		
Total HAWKINS, INC.:					533.00	30.00		
HIPERLINE								
5253	HIPERLINE	1358	MANHOLE REPAIR	10/02/2023	5,503.00	5,503.00	11/03/2023	
Total HIPERLINE:					5,503.00	5,503.00		
INNOVATIVE OFFICE SOLUTIONS LLC								
5296	INNOVATIVE OFFICE SOLUTION	IN4357061	TONER- WWTP	10/18/2023	73.51	73.51	10/23/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4357061	TOILET PAPER	10/18/2023	157.40	157.40	10/23/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4357061	TOWEL- TRI FOLD	10/18/2023	114.78	114.78	10/23/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4357061	PAPER TOWEL ROLL	10/18/2023	41.45	41.45	10/23/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4357061	LINERS	10/18/2023	33.35	33.35	10/23/2023	
Total INNOVATIVE OFFICE SOLUTIONS LLC:					420.49	420.49		
INTERSTATE ALL BATTERY CENTERS								
4817	INTERSTATE ALL BATTERY CEN	190279901530	PD BATTERIES	05/15/2023	35.10	35.10	11/03/2023	
4817	INTERSTATE ALL BATTERY CEN	191170100700	PD BATTERIES	05/15/2023	30.20	30.20	11/03/2023	
Total INTERSTATE ALL BATTERY CENTERS:					65.30	65.30		
Int'l Union of Operating Eng, Local 49								
5274	Int'l Union of Operating Eng, Local	OCT23	UNION DUES	11/02/2023	315.60	315.60	11/07/2023	
5274	Int'l Union of Operating Eng, Local	SEP23	UNION DUES	10/04/2023	310.80	310.80	10/23/2023	
Total Int'l Union of Operating Eng, Local 49:					626.40	626.40		
JOHNSON MATERIALS, INC								
5249	JOHNSON MATERIALS, INC	11920	GRANITE	09/26/2023	451.26	451.26	10/13/2023	
Total JOHNSON MATERIALS, INC:					451.26	451.26		
JOVANOVIH, DEGE & ATHMANN PA								
4716	JOVANOVIH, DEGE & ATHMAN	27126	CANNIBIS ORDINANCE	09/30/2023	337.50	337.50	10/23/2023	
4716	JOVANOVIH, DEGE & ATHMAN	27126	GENERAL	09/30/2023	337.50	337.50	10/23/2023	
Total JOVANOVIH, DEGE & ATHMANN PA:					675.00	675.00		
KAZ HARDWARE & RENTAL								
1990	KAZ HARDWARE & RENTAL	AUG2023	PW SUPPLIES	08/31/2023	10.00	10.00	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	PW SUPPLIES	08/31/2023	27.96	27.96	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	PD SUPPLIES	08/31/2023	9.99	9.99	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	SEWER SUPPLIES	08/31/2023	1.52	1.52	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	PW SUPPLIES	08/31/2023	12.99	12.99	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	PW SUPPLIES	08/31/2023	6.99	6.99	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	PW SUPPLIES	08/31/2023	21.57	21.57	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	PW SUPPLIES	08/31/2023	2.99	2.99	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	TC SUPPLIES	08/31/2023	51.54	51.54	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	PW SUPPLIES	08/31/2023	3.69	3.69	10/13/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1990	KAZ HARDWARE & RENTAL	AUG2023	WATER SUPPLIES	08/31/2023	15.77	15.77	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	TC SUPPLIES	08/31/2023	32.13	32.13	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	TC SUPPLIES	08/31/2023	3.15	3.15	10/13/2023	
1990	KAZ HARDWARE & RENTAL	AUG2023	PW SUPPLIES	08/31/2023	26.07	26.07	10/13/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	FD SUPPLIES	10/01/2023	8.99	8.99	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	30.47	30.47	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	5.61	5.61	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	1.49	1.49	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	WATER SUPPLIES	10/01/2023	10.49	10.49	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	FD SUPPLIES	10/01/2023	8.79	8.79	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	17.14	17.14	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	8.99	8.99	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	23.99	23.99	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	8.39	8.39	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	23.94	23.94	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	3.79	3.79	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	23.94	23.94	10/23/2023	
1990	KAZ HARDWARE & RENTAL	SEPT2023-CIT	PW SUPPLIES	10/01/2023	23.94	23.94	10/23/2023	
Total KAZ HARDWARE & RENTAL:					426.32	426.32		
KNIFE RIVER CORPORATION								
2009	KNIFE RIVER CORPORATION	1030150	CONCRETE	09/20/2023	675.00	675.00	10/13/2023	
Total KNIFE RIVER CORPORATION:					675.00	675.00		
LAKE COUNTRY CABINETS & TRIM								
2045	LAKE COUNTRY CABINETS & T	REFUND-PLA	REFUND PLANNING APP 2023-1	10/16/2023	200.00	200.00	10/23/2023	
2045	LAKE COUNTRY CABINETS & T	REFUND-PLA	REFUND PLANNING APP 2023-1	10/16/2023	1,000.00	1,000.00	10/23/2023	
Total LAKE COUNTRY CABINETS & TRIM:					1,200.00	1,200.00		
LAKE REGION CO-OP OIL ASSN								
2050	LAKE REGION CO-OP OIL ASSN	103123-ACCT0	MOTOR FUELS	10/31/2023	48.49	.00		
2050	LAKE REGION CO-OP OIL ASSN	103123-ACCT0	CHEMICALS	10/31/2023	86.98	.00		
2050	LAKE REGION CO-OP OIL ASSN	93023-ACCT03	MOTOR FUELS	09/30/2023	85.76	85.76	10/13/2023	
2050	LAKE REGION CO-OP OIL ASSN	93023-ACCT03	SAFETY SHOES	09/30/2023	179.99	179.99	10/13/2023	
Total LAKE REGION CO-OP OIL ASSN:					401.22	265.75		
LANDSCAPE ESCROW								
4913	LANDSCAPE ESCROW	L/E 1151 BUSI	L/E REFUND- 1151 BUSINESS B	10/04/2023	2,000.00	2,000.00	10/04/2023	
4913	LANDSCAPE ESCROW	L/E 905 PALM	L/E REFUND - 905 PALM CIR	10/04/2023	2,000.00	2,000.00	10/04/2023	
Total LANDSCAPE ESCROW:					4,000.00	4,000.00		
LEAGUE OF MINNESOTA CITIES								
2100	LEAGUE OF MINNESOTA CITIE	386152	MAYORS ASSOCIATION FEE	07/31/2023	25.00	25.00	11/03/2023	
2100	LEAGUE OF MINNESOTA CITIE	392066	ADOBE LICENSE	10/12/2023	333.82	333.82	10/23/2023	
Total LEAGUE OF MINNESOTA CITIES:					358.82	358.82		
LMC INSURANCE TRUST -BERKLEY								
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	6,792.00	6,792.00	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	15,070.00	15,070.00	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	33,839.81	33,839.81	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	2,652.98	2,652.98	10/23/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	2,652.98	2,652.98	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,458.08	1,458.08	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	2,155.31	2,155.31	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,480.90	1,480.90	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,480.23	1,480.23	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,480.23	1,480.23	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,458.08	1,458.08	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,458.08	1,458.08	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,458.08	1,458.08	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,458.08	1,458.08	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,458.08	1,458.08	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,458.08	1,458.08	10/23/2023	
2103	LMC INSURANCE TRUST -BERK	COMP INSUR	2023-2024 WORK COMP INSUR	10/23/2023	1,458.08	1,458.08	10/23/2023	
Total LMC INSURANCE TRUST -BERKLEY:					77,811.00	77,811.00		
LUNDEEN BROS INC								
2190	LUNDEEN BROS INC	39420	SQUAD MAINTENANCE	09/05/2023	56.09	56.09	11/03/2023	
2190	LUNDEEN BROS INC	39739	SQUAD MAINTENANCE	09/21/2023	56.23	56.23	10/23/2023	
Total LUNDEEN BROS INC:					112.32	112.32		
M & M BUS SERVICE								
2210	M & M BUS SERVICE	10194948	DRUG TESTING	10/02/2023	40.00	40.00	11/03/2023	
Total M & M BUS SERVICE:					40.00	40.00		
M & M EXPRESS SALES & SERVICE								
2211	M & M EXPRESS SALES & SER	460436	MOWER PARTS	07/28/2023	294.12	294.12	11/07/2023	
2211	M & M EXPRESS SALES & SER	461669	MOWER PARTS	08/04/2023	174.15	174.15	11/07/2023	
2211	M & M EXPRESS SALES & SER	472775	CHAIN SAW REPAIR	10/04/2023	55.64	55.64	11/03/2023	
2211	M & M EXPRESS SALES & SER	474464	MOTOR FUELS	10/13/2023	410.32	410.32	11/03/2023	
2211	M & M EXPRESS SALES & SER	R28332	G11 REPAIR	06/23/2023	60.00	60.00	11/03/2023	
Total M & M EXPRESS SALES & SERVICE:					994.23	994.23		
MAPLE LAKE LUMBER COMPANY								
2260	MAPLE LAKE LUMBER COMPAN	240104	LUMBER	10/06/2023	96.52	96.52	10/13/2023	
2260	MAPLE LAKE LUMBER COMPAN	240441	LUMBER	10/12/2023	14.76	14.76	11/03/2023	
Total MAPLE LAKE LUMBER COMPANY:					111.28	111.28		
MARKET PLACE II								
2273	MARKET PLACE II	100123	WATER	10/01/2023	27.48	27.48	10/13/2023	
2273	MARKET PLACE II	100123	WATER	10/01/2023	29.94	29.94	10/13/2023	
2273	MARKET PLACE II	100123	SUPPLIES	10/01/2023	16.47	16.47	10/13/2023	
2273	MARKET PLACE II	100123	UPS	10/01/2023	14.65	14.65	10/13/2023	
2273	MARKET PLACE II	100123	SUPPLIES	10/01/2023	142.57	142.57	10/13/2023	
2273	MARKET PLACE II	100123	SUPPLIES	10/01/2023	51.90	51.90	10/13/2023	
2273	MARKET PLACE II	100123	USP	10/01/2023	12.75	12.75	10/13/2023	
2273	MARKET PLACE II	100123	SERVICE FEE	10/01/2023	4.62	4.62	10/13/2023	
2273	MARKET PLACE II	9123	WWC SUPPLIES	09/01/2023	15.96	15.96	10/13/2023	
2273	MARKET PLACE II	9123	FIRE	09/01/2023	25.76	25.76	10/13/2023	
2273	MARKET PLACE II	9123	WWC	09/01/2023	17.65	17.65	10/13/2023	
2273	MARKET PLACE II	9123	TC SUPPLIES	09/01/2023	18.25	18.25	10/13/2023	
2273	MARKET PLACE II	9123	WATER	09/01/2023	19.95	19.95	10/13/2023	
2273	MARKET PLACE II	9123	UPS	09/01/2023	15.35	15.35	10/13/2023	
2273	MARKET PLACE II	9123	UPS	09/01/2023	194.17	194.17	10/13/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2273	MARKET PLACE II	9123	SERVICE FEE	09/01/2023	1.22	1.22	10/13/2023	
Total MARKET PLACE II:					608.69	608.69		
MARK'S STUMP CHIPPING & BOBCAT LLC								
2274	MARK'S STUMP CHIPPING & B	2342	STUMP GRINDING	10/11/2023	300.00	300.00	11/03/2023	
Total MARK'S STUMP CHIPPING & BOBCAT LLC:					300.00	300.00		
METRO WEST INSPECTION SERVICES								
2375	METRO WEST INSPECTION SE	3840	HOURLY-TIF INSPECTION-2.75	09/25/2023	178.75	178.75	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 22-0001 - 1160 MORRIS	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 22-0012 720 CEDAR CI	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 22-0016 - 235 CHERRY	09/25/2023	150.00	150.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 22-0026 - 220 MAPLE A	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 22-0036 - 221 ASH STE	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 22-0061 - 331 DOUGLA	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 22-0072 - 521 MORRIS	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 22-0084 - 140 NORWAY	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 22-0086 - 97 PRIMROS	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0003 - 300 PARK ST	09/25/2023	306.88	306.88	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0018 - 500 VALLEY D	09/25/2023	1,026.57	1,026.57	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0022 - 520 VALLEY D	09/25/2023	1,026.57	1,026.57	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0025 - 610 IRWIN	09/25/2023	1,026.57	1,026.57	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0060 - 305 CHESTN	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0114 - 395 PLEASAN	09/25/2023	70.95	70.95	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0116 - 215 SPRUCE	09/25/2023	70.95	70.95	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0119 - 905 PALM CIR	09/25/2023	189.75	189.75	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0120 - 253 MYRTYLE	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0122 - 24 WILLOW C	09/25/2023	56.10	56.10	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0132 - 991 ACACIA D	09/25/2023	93.23	93.23	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0135 - 128 CLOVER	09/25/2023	100.65	100.65	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0137 - 1311 CYPRES	09/25/2023	63.53	63.53	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0138 - 914 PALM CIR	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0139 - 240 DOUGLA	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0147 - 561 LAKESHO	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0150 - 216 LAKE DR	09/25/2023	56.10	56.10	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0161 - 1288 CYPRES	09/25/2023	25.00	25.00	10/13/2023	
2375	METRO WEST INSPECTION SE	3840	PERMIT 23-0162 - 80 LAKE DR	09/25/2023	50.00	50.00	10/13/2023	
Total METRO WEST INSPECTION SERVICES:					4,816.60	4,816.60		
MIDCONTINENT COMMUNICATIONS								
5006	MIDCONTINENT COMMUNICATI	157013401136	FIRE	09/27/2023	163.71	163.71	10/13/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	CITY OFFICES	09/27/2023	225.17	225.17	10/13/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	APD	09/27/2023	120.17	120.17	10/13/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	DMV	09/27/2023	105.82	105.82	10/13/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	PW	09/27/2023	295.06	295.06	10/13/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	TC	09/27/2023	38.30	38.30	10/13/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	FIRE	10/27/2023	164.98	164.98	11/07/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	CITY OFFICES	10/27/2023	227.42	227.42	11/07/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	APD	10/27/2023	122.42	122.42	11/07/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	DMV	10/27/2023	108.05	108.05	11/07/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	PW	10/27/2023	297.71	297.71	11/07/2023	
5006	MIDCONTINENT COMMUNICATI	157013401136	TC	10/27/2023	38.78	38.78	11/07/2023	

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Total MIDCONTINENT COMMUNICATIONS:					1,907.59	1,907.59		
MID-MINNESOTA HOT MIX INC								
2420	MID-MINNESOTA HOT MIX INC	2457	ASPHALT	09/21/2023	191.58	191.58	11/03/2023	
Total MID-MINNESOTA HOT MIX INC:					191.58	191.58		
MINI BIFF LLC								
2510	MINI BIFF LLC	A-144867	MINNI BIFFS	10/18/2023	106.08	106.08	11/03/2023	
2510	MINI BIFF LLC	A-144874	MINNI BIFFS	10/18/2023	106.08	106.08	11/03/2023	
2510	MINI BIFF LLC	A-144886	MINNI BIFFS	10/18/2023	106.08	106.08	11/03/2023	
2510	MINI BIFF LLC	A-144897	MINI BIFF	10/18/2023	106.08	106.08	11/03/2023	
2510	MINI BIFF LLC	A-145173	MINNI BIFFS	10/27/2023	20.53	.00		
2510	MINI BIFF LLC	A-145174	MINNI BIFFS	10/27/2023	20.53	.00		
2510	MINI BIFF LLC	A-145175	MINNI BIFFS	10/27/2023	20.53	.00		
2510	MINI BIFF LLC	A-145176	MINNI BIFFS	10/27/2023	20.53	.00		
Total MINI BIFF LLC:					506.44	424.32		
MINNESOTA COMPUTER SYSTEMS INC								
2525	MINNESOTA COMPUTER SYST	381168	ADMIN COPIER	09/27/2023	70.00	70.00	10/13/2023	
2525	MINNESOTA COMPUTER SYST	381168	DMV COPEIR	09/27/2023	40.00	40.00	10/13/2023	
2525	MINNESOTA COMPUTER SYST	381168	ADMIN COPIER OVERAGE	09/27/2023	329.42	329.42	10/13/2023	
2525	MINNESOTA COMPUTER SYST	381168	DMV COPIER OVERAGE	09/27/2023	163.34	163.34	10/13/2023	
2525	MINNESOTA COMPUTER SYST	381169	PW COPIER	09/27/2023	25.55	25.55	10/13/2023	
2525	MINNESOTA COMPUTER SYST	382405	MONTHLY PAYMENT - PD PRIN	10/06/2023	21.31	21.31	11/03/2023	
2525	MINNESOTA COMPUTER SYST	383411	ADMIN COPIER	10/27/2023	70.00	.00		
2525	MINNESOTA COMPUTER SYST	383411	DMV COPEIR	10/27/2023	40.00	.00		
2525	MINNESOTA COMPUTER SYST	383411	ADMIN COPIER OVERAGE	10/27/2023	201.28	.00		
2525	MINNESOTA COMPUTER SYST	383411	DMV COPIER OVERAGE	10/27/2023	112.94	.00		
2525	MINNESOTA COMPUTER SYST	383412	PW COPIER	10/27/2023	21.98	21.98	11/03/2023	
Total MINNESOTA COMPUTER SYSTEMS INC:					1,095.82	671.60		
MINNESOTA UI								
4771	MINNESOTA UI	101023	UNEMPLOYMENT BENEFIT	10/10/2023	14.79	14.79	10/26/2023	
Total MINNESOTA UI:					14.79	14.79		
MN DEED - BCD								
2572	MN DEED - BCD	NOV23	LOAN REPAYMENT - EA SWEEN	11/01/2023	1,607.15	1,607.15	11/03/2023	
Total MN DEED - BCD:					1,607.15	1,607.15		
MN DEPT OF LABOR & INDUSTRY								
2585	MN DEPT OF LABOR & INDUST	100323	3RD QTR BUILDING PERMIT SU	10/03/2023	2,198.40	2,198.40	10/03/2023	
Total MN DEPT OF LABOR & INDUSTRY:					2,198.40	2,198.40		
MIN DEPT. OF REVENUE								
2599	MN DEPT. OF REVENUE	SEP23	SALES & USE - ADMIN	10/19/2023	103.81	103.81	10/19/2023	
2599	MN DEPT. OF REVENUE	SEP23	SALES - WATER	10/19/2023	889.83	889.83	10/19/2023	
2599	MN DEPT. OF REVENUE	SEP23	SALES - SOLID	10/19/2023	1,293.06	1,293.06	10/19/2023	
2599	MN DEPT. OF REVENUE	SEP23	SALES & USE TAX - DMV	10/19/2023	43.81	43.81	10/19/2023	
2599	MN DEPT. OF REVENUE	SEP23	SALES - WATER	10/19/2023	6.49	6.49	10/19/2023	

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Total MN DEPT. OF REVENUE:					2,337.00	2,337.00		
MN DEPUTY REGISTRARS ASSO								
4708	MN DEPUTY REGISTRARS ASS	2024 MDRA D	2024 DUES	10/12/2023	240.00	240.00	10/23/2023	
Total MN DEPUTY REGISTRARS ASSO:					240.00	240.00		
MN PEIP								
5068	MN PEIP	1319600	INSURANCE	10/10/2023	19,554.42	19,554.42	10/13/2023	
5068	MN PEIP	1326275	INSURANCE	11/10/2023	19,554.42	19,554.42	11/09/2023	
Total MN PEIP:					39,108.84	39,108.84		
MOTOROLA SOLUTIONS INC								
4734	MOTOROLA SOLUTIONS INC	8281702418	WATCH GUARD MIC CLIPS	08/29/2023	19.00	19.00	11/09/2023	
Total MOTOROLA SOLUTIONS INC:					19.00	19.00		
NCPERS GROUP LIFE INS								
4752	NCPERS GROUP LIFE INS	994901112023	INSURANCE	10/01/2023	16.00	16.00	10/23/2023	
Total NCPERS GROUP LIFE INS:					16.00	16.00		
NELSON ELECTRIC MOTOR REPAIR								
2765	NELSON ELECTRIC MOTOR RE	2626	LIFT STATION REPAIR	10/17/2023	3,514.00	3,514.00	11/03/2023	
Total NELSON ELECTRIC MOTOR REPAIR:					3,514.00	3,514.00		
NEW LANE FINANCE								
5185	NEW LANE FINANCE	71385-11/10/20	CITY HALL	10/13/2023	81.67	81.67	10/23/2023	
5185	NEW LANE FINANCE	71385-11/10/20	PD PHONE	10/13/2023	81.66	81.66	10/23/2023	
5185	NEW LANE FINANCE	71385-11/10/20	DMV PHONE	10/13/2023	81.67	81.67	10/23/2023	
Total NEW LANE FINANCE:					245.00	245.00		
NORTH CENTRAL INTERNATIONAL, LLC								
5198	NORTH CENTRAL INTERNATIO	R220006774:0	TRUCK REPAIR	10/13/2023	502.75	502.75	11/03/2023	
Total NORTH CENTRAL INTERNATIONAL, LLC:					502.75	502.75		
PETERSON, LEE								
2891	PETERSON, LEE	56310	VOID STALE CHECK REPLACE	10/27/2023	18.47	18.47	11/03/2023	
Total PETERSON, LEE:					18.47	18.47		
PLEASANT LAKE ASSOCIATION								
2934	PLEASANT LAKE ASSOCIATION	102523	2023 CONTRIBUTION	10/25/2023	5,000.00	5,000.00	11/03/2023	
Total PLEASANT LAKE ASSOCIATION:					5,000.00	5,000.00		
Potentia MN Solar Fund 1, LLC								
5074	Potentia MN Solar Fund 1, LLC	AUG23 BILL P	STREET LIGHTS	08/31/2023	32.62	32.62	10/23/2023	
5074	Potentia MN Solar Fund 1, LLC	AUG23 BILL P	FIRE HALL	08/31/2023	556.75	556.75	10/23/2023	
5074	Potentia MN Solar Fund 1, LLC	AUG23 BILL P	PARK ELECTRIC	08/31/2023	293.68	293.68	10/23/2023	
5074	Potentia MN Solar Fund 1, LLC	AUG23 BILL P	WTP	08/31/2023	4,536.10	4,536.10	10/23/2023	
5074	Potentia MN Solar Fund 1, LLC	AUG23 BILL P	SEWER L/S	08/31/2023	1,178.28	1,178.28	10/23/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5074	Potentia MN Solar Fund 1, LLC	AUG23 BILL P	CEMETERY ELECTRIC	08/31/2023	32.62	32.62	10/23/2023	
5074	Potentia MN Solar Fund 1, LLC	AUG23 BILL P	CITY HALL	08/31/2023	1,714.71	1,714.71	10/23/2023	
5074	Potentia MN Solar Fund 1, LLC	SEPT23 BILL P	STREET LIGHTS	10/01/2023	49.24	49.24	11/06/2023	
5074	Potentia MN Solar Fund 1, LLC	SEPT23 BILL P	FIRE HALL	10/01/2023	405.21	405.21	11/06/2023	
5074	Potentia MN Solar Fund 1, LLC	SEPT23 BILL P	PARK ELECTRIC	10/01/2023	221.64	221.64	11/06/2023	
5074	Potentia MN Solar Fund 1, LLC	SEPT23 BILL P	WTP	10/01/2023	3,309.48	3,309.48	11/06/2023	
5074	Potentia MN Solar Fund 1, LLC	SEPT23 BILL P	SEWER L/S	10/01/2023	874.66	874.66	11/06/2023	
5074	Potentia MN Solar Fund 1, LLC	SEPT23 BILL P	CEMETERY ELECTRIC	10/01/2023	24.62	24.62	11/06/2023	
5074	Potentia MN Solar Fund 1, LLC	SEPT23 BILL P	CITY HALL	10/01/2023	1,294.19	1,294.19	11/06/2023	
Total Potentia MN Solar Fund 1, LLC:					14,523.80	14,523.80		
QUADIENT, INC								
5182	QUADIENT, INC	60559160	POSTAGE METER	10/24/2023	184.86	184.86	11/03/2023	
Total QUADIENT, INC:					184.86	184.86		
RDO EQUIPMENT COMPANY								
3014	RDO EQUIPMENT COMPANY	W1775514	PAYLOADER EQUIPMENT REPA	10/26/2023	9,368.10	.00		
Total RDO EQUIPMENT COMPANY:					9,368.10	.00		
RJ THOMAS MFG CO INC								
5229	RJ THOMAS MFG CO INC	267034	REC PARK BENCHES	09/29/2023	1,350.00	1,350.00	10/13/2023	
Total RJ THOMAS MFG CO INC:					1,350.00	1,350.00		
ROYAL PRINT GROUP, INC.								
2340	ROYAL PRINT GROUP, INC.	18555	APD BUSINESS CARDS	09/20/2023	144.00	144.00	10/13/2023	
Total ROYAL PRINT GROUP, INC.:					144.00	144.00		
RUSSELL SECURITY RESOURCE INC.								
3151	RUSSELL SECURITY RESOURC	A46599	KEYS	10/13/2023	28.00	28.00	11/03/2023	
Total RUSSELL SECURITY RESOURCE INC.:					28.00	28.00		
SHARETECH								
5331	SHARETECH	15195	ADMIN MONTHLY CONTRACT- 1	10/08/2023	183.90	183.90	10/23/2023	
5331	SHARETECH	15195	DMV MONTHLY CONTRACT- 15	10/08/2023	183.90	183.90	10/23/2023	
5331	SHARETECH	15195	FD MONTHLY CONTRACT- 20%	10/08/2023	245.20	245.20	10/23/2023	
5331	SHARETECH	15195	PD MONTHLY CONTRACT- 40%	10/08/2023	490.40	490.40	10/23/2023	
5331	SHARETECH	15195	PW MONTHLY CONTRACT- 10%	10/08/2023	122.60	122.60	10/23/2023	
5331	SHARETECH	15195	ADMIN SERVICE CALL	10/08/2023	82.50	82.50	10/23/2023	
Total SHARETECH:					1,308.50	1,308.50		
SHERWIN-WILLIAMS CO								
5388	SHERWIN-WILLIAMS CO	4811-6	PAINT SUPPLIES	10/13/2023	1,929.52	1,929.52	11/03/2023	
Total SHERWIN-WILLIAMS CO:					1,929.52	1,929.52		
SOK'S RAPID CAR WASH								
4021	SOK'S RAPID CAR WASH	270-1384	PD SQUAD WASHES	10/02/2023	36.00	36.00	10/13/2023	
Total SOK'S RAPID CAR WASH:					36.00	36.00		

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SOUTHSIDE TOWNSHIP								
4030	SOUTHSIDE TOWNSHIP	102523	SS TWP OAA PAYMENT	10/25/2023	4,511.65	4,511.65	11/03/2023	
Total SOUTHSIDE TOWNSHIP:					4,511.65	4,511.65		
STELLIS HEALTH								
5394	STELLIS HEALTH	88005901	NEW FF PHYSICAL	10/01/2023	459.00	459.00	11/03/2023	
Total STELLIS HEALTH:					459.00	459.00		
STREICHERS								
4148	STREICHERS	11659017	BOLA WRAP CARTRIDGES	10/09/2023	467.88	467.88	11/03/2023	
Total STREICHERS:					467.88	467.88		
SUBURBAN TIRE WHOLESALE INC								
4152	SUBURBAN TIRE WHOLESALE I	10196494	SQUAD TIRES	09/21/2023	272.00	272.00	11/07/2023	
Total SUBURBAN TIRE WHOLESALE INC:					272.00	272.00		
SURPLUS SERVICES								
4747	SURPLUS SERVICES	14239	SURPLUS SERVICE	10/02/2023	1,016.00	1,016.00	11/03/2023	
4747	SURPLUS SERVICES	14258	SURPLUS SERVICE	10/23/2023	250.00	250.00	11/03/2023	
Total SURPLUS SERVICES:					1,266.00	1,266.00		
SYLVESTER CUSTOM GRINDING INC								
5342	SYLVESTER CUSTOM GRINDIN	4417	GRIND BRUSH PILE	10/17/2023	10,417.90	10,417.90	11/03/2023	
Total SYLVESTER CUSTOM GRINDING INC:					10,417.90	10,417.90		
TAFT STETTINIUS & HOLLISTER LLP								
5181	TAFT STETTINIUS & HOLLISTE	6131654	TIF 16	09/14/2023	1,500.00	1,500.00	10/13/2023	
Total TAFT STETTINIUS & HOLLISTER LLP:					1,500.00	1,500.00		
TELECOM BROADBAND SOLUTIONS LLC (TBSOA)								
5186	TELECOM BROADBAND SOLUT	4177	CITY PHONES	10/01/2023	99.55	99.55	10/13/2023	
5186	TELECOM BROADBAND SOLUT	4177	DMV PHONES	10/01/2023	99.55	99.55	10/13/2023	
5186	TELECOM BROADBAND SOLUT	4177	PD PHONES	10/01/2023	99.55	99.55	10/13/2023	
5186	TELECOM BROADBAND SOLUT	4215	DMV PHONES	11/01/2023	99.55	99.55	11/03/2023	
5186	TELECOM BROADBAND SOLUT	4215	CITY PHONES	11/01/2023	99.55	99.55	11/03/2023	
5186	TELECOM BROADBAND SOLUT	4215	PD PHONES	11/01/2023	99.55	99.55	11/03/2023	
Total TELECOM BROADBAND SOLUTIONS LLC (TBSOA):					597.30	597.30		
TRUGREEN								
5203	TRUGREEN	184947882	LAWN SERVICE	10/17/2023	109.58	109.58	11/03/2023	
Total TRUGREEN:					109.58	109.58		
UNCLAIMED PROPERTY PROGRAM								
5396	UNCLAIMED PROPERTY PROG	15013	DUE TO STATE-VOID STALE CH	10/20/2023	854.11	854.11	10/20/2023	
5396	UNCLAIMED PROPERTY PROG	15013	DUE TO STATE- SERVICE FEE F	10/20/2023	1.00	1.00	10/20/2023	
Total UNCLAIMED PROPERTY PROGRAM:					855.11	855.11		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
UTILITY CONSULTANTS INC								
4365	UTILITY CONSULTANTS INC	117629	COLIFORM- TESTING	09/27/2023	92.40	92.40	10/13/2023	
4365	UTILITY CONSULTANTS INC	117922	COLIFORM- TESTING	10/31/2023	92.40	.00		
Total UTILITY CONSULTANTS INC:					184.80	92.40		
UTILITY REFUNDS								
4871	UTILITY REFUNDS	UTILref- A DIR	OVERPAY REFUND-225 ASH ST	10/31/2023	39.11	39.11	11/03/2023	
4871	UTILITY REFUNDS	UTILref- D TH	OVERPAY REFUND-740 ACACIA	10/31/2023	203.86	203.86	11/03/2023	
4871	UTILITY REFUNDS	UTILref- L BUN	OVERPAY REFUND-200 CANDL	10/31/2023	15.79	15.79	11/03/2023	
4871	UTILITY REFUNDS	UTILref-BIRKH	OVERPAY REFUND-900 ACACIA	10/31/2023	161.25	161.25	11/03/2023	
4871	UTILITY REFUNDS	UTILref-CANTI	OVERPAY REFUND -100 WILLO	10/31/2023	82.41	82.41	11/03/2023	
4871	UTILITY REFUNDS	UTILref-COLE	OVERPAY REFUND-400 PINTAIL	10/31/2023	100.00	100.00	11/03/2023	
4871	UTILITY REFUNDS	UTILref-Cresw	OVERPAY REFUND-230 PARK S	10/31/2023	93.55	93.55	11/03/2023	
4871	UTILITY REFUNDS	UTILref-D MAC	OVERPAY REFUND-1230 CYPR	10/12/2023	37.81	37.81	10/13/2023	
4871	UTILITY REFUNDS	UTILref-DICK	OVERPAY REFUND-1241 CYPR	10/31/2023	104.09	104.09	11/03/2023	
4871	UTILITY REFUNDS	UTILref-DIERS	OVERPAY REFUND-230 CHEST	10/19/2023	40.00	40.00	10/23/2023	
4871	UTILITY REFUNDS	UTILref-DOHE	OVERPAY REFUND-600 MORRI	10/19/2023	106.94	106.94	10/23/2023	
4871	UTILITY REFUNDS	UTILref-ECKE	OVERPAY REFUND-308 ASH ST	10/31/2023	34.76	34.76	11/03/2023	
4871	UTILITY REFUNDS	UTILref-HARTL	OVERPAY REFUND-405 OAVE A	10/31/2023	222.60	222.60	11/03/2023	
4871	UTILITY REFUNDS	UTILref-HEAR	OVERPAY REFUND-50 MAPLE A	10/31/2023	69.25	69.25	11/03/2023	
4871	UTILITY REFUNDS	UTILref-HELM	OVERPAY REFUND-500 HICKOR	10/13/2023	125.00	125.00	10/23/2023	
4871	UTILITY REFUNDS	UTILref-HOKA	OVERPAY REFUND-561 LAKES	10/31/2023	147.53	147.53	11/03/2023	
4871	UTILITY REFUNDS	UTILref-J GUN	OVERPAY REFUND-71 CHERRY	10/31/2023	39.88	39.88	11/03/2023	
4871	UTILITY REFUNDS	UTILref-JESOK	OVERPAY REFUND-820 ACACIA	10/31/2023	16.90	16.90	11/03/2023	
4871	UTILITY REFUNDS	UTILref-Key	OVERPAY REFUND- 1321 CYPR	09/27/2023	134.19	134.19	10/13/2023	
4871	UTILITY REFUNDS	UTILref-KRON	OVERPAY REFUND-50 CHERRY	10/31/2023	44.00	44.00	11/03/2023	
4871	UTILITY REFUNDS	UTILref-KURT	OVERPAY REFUND-255 CHERR	10/31/2023	87.24	87.24	11/03/2023	
4871	UTILITY REFUNDS	UTILref-LAWL	OVERPAY REFUND-160 KNOLL	11/03/2023	177.91	177.91	11/03/2023	
4871	UTILITY REFUNDS	UTILref-LEWIS	OVERPAY REFUND-450 POPLA	10/31/2023	84.83	84.83	11/03/2023	
4871	UTILITY REFUNDS	UTILref-SCHN	OVERPAY REFUND-535 HIGHLA	10/31/2023	237.57	237.57	11/03/2023	
4871	UTILITY REFUNDS	UTILref-STRO	OVERPAY REFUND-220 DOUGL	10/31/2023	140.84	140.84	11/03/2023	
4871	UTILITY REFUNDS	UTILref-WILES	OVERPAY REFUND-204 ASH ST	10/31/2023	5.80	5.80	11/03/2023	
4871	UTILITY REFUNDS	UTILref-WINC	OVERPAY REFUND-1255 CYPR	10/31/2023	75.00	75.00	11/03/2023	
Total UTILITY REFUNDS:					2,628.11	2,628.11		
VAN METER INC								
4367	VAN METER INC	S012923065.0	PARTS	09/18/2023	542.60	542.60	10/13/2023	
Total VAN METER INC:					542.60	542.60		
W S B								
5385	W S B	R-023041-000-	GENERAL	10/10/2023	530.00	530.00	10/23/2023	
5385	W S B	R-023041-000-	SHORES OF LAKE JOHN	10/10/2023	385.00	385.00	10/23/2023	
5385	W S B	R-023041-000-	BRONDER	10/10/2023	140.00	140.00	10/23/2023	
5385	W S B	R-023041-000-	GENERAL	10/31/2023	455.00	.00		
5385	W S B	R-023042-000-	BRONDER PLAN REVIEW	10/10/2023	165.00	165.00	10/23/2023	
5385	W S B	R-023042-000-	BRONDER	10/31/2023	165.00	.00		
5385	W S B	R-023042-000-	DINGMANN PLAT	10/31/2023	206.25	.00		
5385	W S B	R-023042-000-	GENERAL	10/31/2023	660.00	.00		
Total W S B:					2,706.25	1,220.00		
WAGNER, RICHARD								
4445	WAGNER, RICHARD	47204753	VOID STALE CHECK REPLACE	10/27/2023	27.70	27.70	11/03/2023	
4445	WAGNER, RICHARD	47204753	VOID STALE CHECK REPLACE	10/27/2023	27.70	27.70	11/03/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total WAGNER, RICHARD:					55.40	55.40		
WEST CENTRAL SANITATION INC								
4481	WEST CENTRAL SANITATION IN	12899502	RECYCLING	09/30/2023	4,279.75	4,279.75	10/13/2023	
4481	WEST CENTRAL SANITATION IN	12899502	REFUSE	09/30/2023	10,999.60	10,999.60	10/13/2023	
Total WEST CENTRAL SANITATION INC:					15,279.35	15,279.35		
WEX BANK								
5273	WEX BANK	92425940	MOTOR FUELS	10/08/2023	349.23	349.23	10/13/2023	
5273	WEX BANK	92426045	MOTOR FUELS	10/07/2023	51.20	51.20	10/13/2023	
Total WEX BANK:					400.43	400.43		
WH SECURITY LLC								
4549	WH SECURITY LLC	1440057	CITY HALL SECURITY	09/29/2023	2,525.00	2,525.00	10/23/2023	
Total WH SECURITY LLC:					2,525.00	2,525.00		
WINDSTREAM								
4495	WINDSTREAM	OCT23-LIFT	L/S PHONE	10/04/2023	261.03	261.03	10/23/2023	
4495	WINDSTREAM	OCT23-WATE	320-274-2793	10/04/2023	40.34	40.34	10/23/2023	
Total WINDSTREAM:					301.37	301.37		
WM CORPORATE SERVICES INC AS PYMT AGENT								
5326	WM CORPORATE SERVICES IN	7840541-1593-	DUMPSTER- 74 OAK	10/04/2023	117.85	117.85	10/13/2023	
Total WM CORPORATE SERVICES INC AS PYMT AGENT:					117.85	117.85		
WRIGHT COUNTY RECORDER								
4535	WRIGHT COUNTY RECORDER	202300000067	RECORDING FEES	09/30/2023	138.00	138.00	10/13/2023	
Total WRIGHT COUNTY RECORDER:					138.00	138.00		
WRIGHT-HENNEPIN COOPERATIVE								
4548	WRIGHT-HENNEPIN COOPERA	35030831100	L/S 1255 BUSINESS BLVD	10/10/2023	23.72	23.72	10/23/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030831100	TC SECURITY	10/10/2023	20.95	20.95	10/23/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030831100	CITY HALL SECURITY	10/10/2023	20.95	20.95	10/23/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030831100	STREET LIGHTS	10/10/2023	158.04	158.04	10/23/2023	
Total WRIGHT-HENNEPIN COOPERATIVE:					223.66	223.66		
WUOLLET, MATT								
4555	WUOLLET, MATT	420156656	VOID STALE CHECK REPLACE	10/27/2023	133.90	133.90	11/03/2023	
4555	WUOLLET, MATT	420156656	VOID STALE CHECK REPLACE	10/27/2023	156.99	156.99	11/03/2023	
Total WUOLLET, MATT:					290.89	290.89		
XCEL ENERGY								
4559	XCEL ENERGY	847366308	51-6024519-2	10/03/2023	4,369.52	4,369.52	10/13/2023	
4559	XCEL ENERGY	847550501	ACCOUNT 51-6024518-1	10/04/2023	453.06	453.06	10/13/2023	
Total XCEL ENERGY:					4,822.58	4,822.58		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Grand Totals:					795,458.48	716,302.98		

Dated: _____

Mayor: _____
Shelly JonasCity Council: _____
Tina Honsey_____
JT Grundy_____
Corey Czycalla_____
Matthew Wuollet

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6B

Report From: Kelly Hinnenkamp, Admin

Agenda Item: Department Reports

Core Strategy:

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

Background

The following Department Reports are presented for approval:

- Police Department Report - October
- Financial Report - September
- Fire Report- September
- DMV Report- October

Recommended Action

Approve Department Reports

Attachments:

Reports



ANNANDALE POLICE DEPARTMENT MONTHLY REPORT Oct-23

TOTAL ACTIVITY	October 2023 Total	October 2022 Total	Current YTD Total	2022 YTD Total	Percentage Change
CRIMINAL ACTIVITY	3	6	72	80	-10%
CITATIONS	36	22	487	370	32%
NON-CRIMINAL	175	181	1600	1867	-14%
GRAND TOTAL	214	209	2159	2317	

CRIMINAL ACTIVITY	October 2023 Total	October 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	2	1	9	-89%
Domestic Assault	0	0	3	17	-82%
Criminal Sex Conduct	0	0	1	8	-88%
Burglary	0	0	2	0	N/A
Theft	0	3	23	25	-8%
Motor Vehicle Theft	0	0	0	0	N/A
Arson	0	0	0	0	N/A
Crime Against Admin	1	0	4	3	33%
Forgery/Counterfeit	0	0	3	9	-67%
Fraud	0	0	1	7	-86%
Embezzlement	0	0	0	0	NA
Terroristic Threats	0	0	0	1	-100%
Property Damage	0	0	5	18	-72%
Weapons	0	0	2	0	NA
Drug Offenses	0	0	5	5	0%
Juvenile Offenses	0	0	0	2	-100%
DUI/DWI	2	0	15	9	67%
Liquor Laws	0	0	0	0	NA
Disturbing Peace	0	1	6	14	-57%
All Others	0	0	1	0	NA
Total Criminal Activity	3	6	72	127	

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

NON-CRIMINAL ACTIVITY	October 2023 Total	October 2022 Total	Current YTD Total	2022 YTD Total	Percentage Change
Alarms	8	12	87	159	-45%
Animal Bites	0	0	1	4	-75%
Animal Complaints	3	6	33	81	-59%
Area Checks/Extra Patrol	0	0	12	9	33%
Assist Other Agencies	10	11	117	287	-59%
ATV/Snowmobile Complaints	1	0	4	2	100%
Background Checks	4	4	40	52	-23%
CDP	6	0	18	4	350%
Check Welfare	11	9	86	122	-30%
Citizen Aid / Motorist Aid	9	7	91	181	-50%
Civil Disputes	9	0	59	103	-43%
Confidential Narcotics/Drugs	0	1	6	17	-65%
Death, Non-Criminal	1	0	4	10	-60%
Disorderly	3	0	14	38	-63%
Domestics	3	1	24	39	-38%
Driving/Traffic Complaints	5	11	77	114	-32%
Dumping/Littering	0	1	1	3	-67%
Escorts - Funeral	2	4	16	35	-54%
Fight	0	0	1	10	-90%
Fire Calls	1	3	16	41	-61%
Firearm Discharge	0	0	0	2	-100%
Fireworks	0	0	2	3	-33%
Harassment Complaint	1	3	14	24	-42%
Juvenile/Mischief	0	4	32	46	-30%
Lockouts - Vehicle	7	7	56	85	-34%
Lost/Found Property	5	3	49	53	-8%
Medical	24	29	239	476	-50%
Mental Health	2	3	23	93	-75%
Missing Person	0	0	6	5	20%
MV Accidents / VOR	2	5	43	105	-59%
Noise Complaints	3	2	16	22	-27%
Parking Complaints	4	4	26	49	-47%
Search Warrants	0	0	0	2	-100%
School Related -SRO	10	0	19	109	-83%
Suicidal person	0	0	1	2	-50%
Suicide attempted	0	0	0	6	-100%
Suspicious Complaints	8	6	107	167	-36%
Theft	0	18	17	45	-62%
Threats	1	0	8	19	-58%
Warrants-Attempt/Arrest	3	0	9	38	-76%
WCHS/MAARC Reports	6	5	38	56	-32%
All Others	23	22	188	235	-20%
Total Non-Criminal	175	181	1600	2953	
CITATIONS &	October 2023	October	Current	2022	Percentage

WARNINGS	Total	2022 Total	YTD Total	YTD Total	Change
Admin Citations	2	2	35	70	-50%
State Citations	11	6	104	113	-8%
Warning Citations	23	14	348	421	-17%
TOTAL	36	22	487	604	

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
SEPTEMBER 30, 2023**

COMBINED CASH ACCOUNTS

001-10101	CASH	3,554,069.38
001-10103	NORTHLAND SECURITIES	114,232.38
001-10104	ICD INVESTMENTS	1,076,875.57
001-10105	4M INVESTMENTS	41,792.39
001-10107	LAKE CENTRAL BANK CD	252,890.18
001-10108	LPL FINANCIAL INVESTMENTS	1,192,084.74
		<hr/>
	TOTAL COMBINED CASH	6,231,944.64

NON-ALLOCATED CASH

001-10110	CASH - UTILITY CLEARING	134.19
001-20211	ACCOUNTS PAYABLE ALLOCATION	(134.19)
		<hr/>
	TOTAL COMBINED CASH	6,231,944.64
001-10100	CASH ALLOCATED TO OTHER FUNDS	(6,231,944.64)
		<hr/>
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

101	ALLOCATION TO GENERAL FUND	2,117,208.04
102	ALLOCATION TO DEPUTY REGISTRAR/MOTOR VEHICLE	286,966.59
103	ALLOCATION TO GENERAL FUND	51,822.09
222	ALLOCATION TO CHARITABLE GAMBLING FUND	3,829.07
330	ALLOCATION TO PFA BONDS-2004-WTP	(199,107.61)
332	ALLOCATION TO GO IMP BONDS 2008B (MAPLE)	(32,643.97)
333	ALLOCATION TO GO IMP BONDS 2008A (CITY HALL)	(5,402.86)
334	ALLOCATION TO PUMPER TRUCK BOND	(17,087.65)
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	13,367.12
340	ALLOCATION TO GO REFUNDING BOND 2019B	154,398.05
341	ALLOCATION TO GO TEMPORARY IMP BOND 2020A	(448,624.93)
342	ALLOCATION TO GO IMPROVEMENT BOND 2020B	130,478.90
343	ALLOCATION TO GO EQUIPMENT BOND 2022A	37,869.68
344	ALLOCATION TO 2023A REVENUE BOND	(27,870.00)
345	ALLOCATION TO 2023B IMPROVEMENT NOTE	7,110.64
402	ALLOCATION TO FIREFIGHTER RELIEF DONATIONS	105,533.11
407	ALLOCATION TO ECONOMIC DEVELOPMENT FUND	(45,186.97)
408	ALLOCATION TO MIF FUND	27,162.71
409	ALLOCATION TO SMALL CITIES DEV PROGRAM	35,170.13
411	ALLOCATION TO TIF #6 - COTTAGES OF ANNANDALE	(86.01)
423	ALLOCATION TO TIF DISTRICT # - DINGMANN	(6,873.27)
425	ALLOCATION TO RECREATION PARK	32,784.86
460	ALLOCATION TO PARK FUND	(580.23)
461	ALLOCATION TO WATER EXPANSION FUND	461,334.04
462	ALLOCATION TO SEWER EXPANSION FUND	348,659.15
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	85,043.21

CITY OF ANNANDALE
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2023

466	ALLOCATION TO 2020 IMP PROJECT	52,253.70
468	ALLOCATION TO TIF DISTRICT #15 - CARE CENTER	(2,357.27)
470	ALLOCATION TO FUND 470	664,515.17
471	ALLOCATION TO LAKE JOHN UTILITY EXTENSION	950,205.97
472	ALLOCATION TO HWY 55 IMPROVEMENTS	(116,546.86)
493	ALLOCATION TO STREET MAINTENANCE CAPITAL	141,394.46
494	ALLOCATION TO STREET CAPITAL OUTLAY FUND	134,410.65
495	ALLOCATION TO PUBLIC WORKS/STREET EQUIP FUND	212,759.63
496	ALLOCATION TO FIRE EQUIPMENT FUND	93,738.42
497	ALLOCATION TO POLICE EQUIPMENT FUND	2,194.20
498	ALLOCATION TO BUILDING CAPITAL OUTLAY FUND	129,338.63
601	ALLOCATION TO WATER FUND	421,968.78
602	ALLOCATION TO SEWER FUND	280,917.52
603	ALLOCATION TO REFUSE/RECYCLING FUND	20,650.68
604	ALLOCATION TO TRAINING CENTER OPERATIONS	(231,041.56)
605	ALLOCATION TO STORM UTILITY FUND	41,242.63
651	ALLOCATION TO CEMETERY FUND	(46,385.16)
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	6,231,944.64
	ALLOCATION FROM COMBINED CASH FUND - 001-10100	(6,231,944.64)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<hr/> <hr/> .00

CITY OF ANNANDALE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

FUND 101 - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
TAXES	1,285.37	834,383.28	1,505,315.00	(670,931.72)	55.43
LICENSES & PERMITS	2,926.05	111,612.94	77,850.00	33,762.94	143.37
INTERGOVERNMENTAL REVENUES	129,685.68	437,793.68	659,003.00	(221,209.32)	66.43
PUBLIC CHARGES FOR SERVICE	425.00	184,617.47	275,565.00	(90,947.53)	67.00
FINES & FORFEITURES	556.62	10,705.55	12,200.00	(1,494.45)	87.75
MISCELLANEOUS REVENUE	7,704.25	101,881.56	43,000.00	58,881.56	236.93
OTHER FINANCING SOURCES	.00	.00	30,000.00	(30,000.00)	.00
TOTAL FUND REVENUE	142,582.97	1,680,994.48	2,602,933.00	(921,938.52)	64.58
EXPENDITURES					
LEGISLATIVE	9,609.82	38,915.03	42,829.25	3,914.22	90.86
ELECTIONS	.00	661.93	525.00	(136.93)	126.08
PLANNING AND ZONING	2,363.23	15,208.69	6,402.25	(8,806.44)	237.55
ADMINISTRATION	39,265.38	274,532.28	297,747.99	23,215.71	92.20
ASSESSOR	.00	26,240.00	24,250.00	(1,990.00)	108.21
DEPARTMENT 416	.00	.00	.00	.00	.00
DEPUTY REGISTRAR	.00	.00	.00	.00	.00
CITY HALL	10,753.82	80,404.35	56,610.57	(23,793.78)	142.03
DEPARTMENT 420	.00	.00	.00	.00	.00
POLICE	103,901.91	644,974.66	825,600.63	180,625.97	78.12
FIRE	35,687.37	179,951.11	247,114.07	67,162.96	72.82
BUILDING INSPECTOR	6,374.81	72,662.92	70,922.10	(1,740.82)	102.45
CIVIL DEFENSE	.00	.00	400.00	400.00	.00
ANIMAL CONTROL	.00	.00	550.00	550.00	.00
PUBLIC WORKS	32,322.64	183,546.78	213,288.14	29,741.36	86.06
STREETS	42,765.23	215,638.48	272,921.65	57,283.17	79.01
DEPARTMENT 441	.00	.00	.00	.00	.00
PARKS COMMISSION	239.93	3,074.63	3,512.23	437.60	87.54
PARKS	24,374.55	107,482.75	140,920.85	33,438.10	76.27
LIBRARY	3,021.06	12,277.39	18,448.57	6,171.18	66.55
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	310,679.75	1,855,571.00	2,615,133.30	759,562.30	70.96
NET REVENUE OVER EXPENDITURES	(168,096.78)	(174,576.52)	(12,200.30)	(162,376.22)	(1,430.92)

Sep-23

										Current Year Paid
DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	Cost Basis Value	Current Period Paid Earnings	Earnings	
MONEY MARKET										
		ICD		0.40%			\$ 171,300.47	\$ 561.77	\$	10,365.79
		LAKE CENTRAL CHECKING		0.50%			\$ 3,554,069.38	\$ 2,055.75	\$	16,724.11
		NORTHLAND SECURITIES		VARIES			\$ 3,742.98	\$ 13.77	\$	2,692.66
		LPL Financial		VARIES			\$ 84.94	\$ 1,160.65	\$	24,556.83
		Lake Central CD		4.00%			\$ 2,890.18	\$ -	\$	660.86
		4M FUND Dividend Reinvest-average monthly rate 4.683%		VARIES	LIQUID	N/A	\$ 38,932.69	\$ 169.27	\$	1,389.06
		4M PLUS FUND Dividend Reinvest -average montly rate 4.686%		VARIES	LIQUID	N/A	\$ 2,859.70	\$ 12.50	\$	102.93
				(TOTAL 4M PLUS)			\$ 41,792.39	\$ 181.77	\$	1,491.99
Money Market Total							\$ 3,773,880.34	\$ 3,973.71	\$	56,492.24
SHORT,MID & LONG TERM INVESTMENTS										
PURCHASE										
DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	Cost Basis Value	Total		
10/20/2022	NORTHLAND SEC	Bank Hapoalium, B M New York	06251A-4V-9	4.75%	18 mos	5/6/2024	\$ 111,000.00	\$		111,000.00
7/20/2022	Lake Central Bank	Annandale, MN		3.5000%	12 mos	7/20/2024	\$ 250,000.00	\$		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			
6/24/2021	ICD	Texas Exchange Bank, Crowley TX	88241TLK4	0.50%	3 yrs	7/9/2024	\$ 101,000.00			
3/24/2021	ICD	BMW Bank of Amer, Salt Lake City, UT	05580AZD9	0.45%	3 yrs	3/26/2024	\$ 178,000.00			
12/27/2021	ICD	State Bank of India, New York, NY	856285B59	1.40%	5 yrs	12/30/2026	\$ 101,000.00		\$	944,000.00
12/22/2022	LPL Financial	Ally Bank, MidVale, UT	02007GQA4	2.65%		4/29/2024	\$ 250,000.00			
12/22/2022	LPL Financial	Barclays Bank DE, DE	06740KRG4	4.90%		11/18/2024	\$ 250,000.00			
12/22/2022	LPL Financial	Capital One NA, Mclean, VA	14042RSH5	3.30%		7/1/2024	\$ 100,000.00			
12/22/2022	LPL Financial	Manufacturers & Traders, Buffalo, NY	564759RK6	4.85%		6/17/2024	\$ 250,000.00			
12/22/2022	LPL Financial	PNC Bank NA, Wilmington, DE	69355NBZ7	4.50%		12/28/2023	\$ 175,000.00			
12/22/2022	LPL Financial	Wells Fargo Bank NA, Sioux Falls, SD	9497634U7	4.70%		12/22/2023	\$ 175,000.00		\$	1,200,000.00
Investments Total							\$ 2,505,000.00			\$ 2,505,000.00
MM & Investments Total							\$ 6,278,880.34			
Interest							\$ 3,973.71			
Total							\$ 6,282,854.05			

Annandale Fire Department

Incident Type Report (Summary) (Modified)

Alarm Date Between {09/01/2023} And {09/30/2023}

Incident Type		Count	Percent
3 Rescue & Emergency Medical Service Incident			
311	Medical assist, assist EMS crew	9	52.94 %
322	Motor vehicle accident with injuries	1	5.88 %
323	Motor vehicle/pedestrian accident (MV Ped)	1	5.88 %
		<u>11</u>	<u>64.70 %</u>
4 Hazardous Condition (No Fire)			
424	Carbon monoxide incident	1	5.88 %
444	Power line down	1	5.88 %
		<u>2</u>	<u>11.76 %</u>
6 Good Intent Call			
611	Dispatched & cancelled en route	3	17.64 %
		<u>3</u>	<u>17.64 %</u>
7 False Alarm & False Call			
733	Smoke detector activation due to malfunction	1	5.88 %
		<u>1</u>	<u>5.88 %</u>

Total Incident Count: 17

DMV Annual Revenue Summary

	2020		2021		2022		2023	
	Motor Vehicle		Motor Vehicle		Motor Vehicle		Motor Vehicle	
	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
Jan	\$ 24,253	\$ 24,253	\$ 17,265	\$ 17,265	\$ 20,614	\$ 20,614	\$ 20,110	\$ 20,110
Feb	\$ 20,464	\$ 44,717	\$ 22,133	\$ 39,398	\$ 22,571	\$ 43,185	\$ 23,144	\$ 43,254
Mar	\$ 13,553	\$ 58,270	\$ 21,456	\$ 60,854	\$ 18,214	\$ 61,399	\$ 16,825	\$ 60,079
April	\$ 5,773	\$ 64,043	\$ 21,120	\$ 81,974	\$ 16,468	\$ 77,867	\$ 15,809	\$ 75,888
May	\$ 9,976	\$ 74,019	\$ 17,199	\$ 99,173	\$ 15,647	\$ 93,514	\$ 18,889	\$ 94,777
June	\$ 14,054	\$ 88,073	\$ 15,978	\$ 115,151	\$ 14,847	\$ 108,361	\$ 15,868	\$ 110,645
July	\$ 14,428	\$ 102,501	\$ 15,422	\$ 130,573	\$ 14,857	\$ 123,218	\$ 13,500	\$ 124,145
Aug	\$ 11,275	\$ 113,776	\$ 13,809	\$ 144,382	\$ 13,258	\$ 136,476	\$ 14,586	\$ 138,731
Sept	\$ 10,996	\$ 124,772	\$ 13,443	\$ 157,825	\$ 12,300	\$ 148,776	\$ 12,117	\$ 150,848
Oct	\$ 10,021	\$ 134,793	\$ 12,706	\$ 170,531	\$ 12,475	\$ 161,251	\$ 13,173	\$ 164,021
Nov	\$ 7,328	\$ 142,121	\$ 12,755	\$ 183,286	\$ 12,715	\$ 173,966		\$ 164,021
Dec	\$ 16,619	\$ 158,740	\$ 14,420	\$ 197,706	\$ 14,827	\$ 188,793		\$ 164,021

	DNR Transactions		DNR Transactions		DNR Transactions		DNR Transactions	
	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
Jan	\$ 2,382	\$ 2,382	\$ 2,314	\$ 2,314	\$ 1,572	\$ 1,572	\$ 2,087	\$ 2,087
Feb	\$ 1,267	\$ 3,649	\$ 1,225	\$ 3,539	\$ 2,069	\$ 3,641	\$ 1,107	\$ 3,194
Mar	\$ 1,033	\$ 4,682	\$ 1,373	\$ 4,912	\$ 1,556	\$ 5,197	\$ 1,026	\$ 4,220
April	\$ 357	\$ 6,356	\$ 2,860	\$ 7,772	\$ 1,667	\$ 6,864	\$ 1,397	\$ 5,617
May	\$ 1,674	\$ 8,130	\$ 2,747	\$ 10,519	\$ 2,494	\$ 9,358	\$ 3,091	\$ 8,708
June	\$ 1,774	\$ 9,937	\$ 1,827	\$ 12,346	\$ 2,029	\$ 11,387	\$ 2,365	\$ 11,073
Jule	\$ 1,807	\$ 10,747	\$ 1,891	\$ 14,237	\$ 1,703	\$ 13,090	\$ 1,166	\$ 12,239
Aug	\$ 810	\$ 11,634	\$ 860	\$ 15,097	\$ 796	\$ 13,886	\$ 1,027	\$ 13,266
Sept	\$ 887	\$ 12,311	\$ 1,001	\$ 16,098	\$ 977	\$ 14,863	\$ 711	\$ 13,977
Oct	\$ 677	\$ 12,670	\$ 587	\$ 16,685	\$ 496	\$ 15,359	\$ 536	\$ 14,513
Nov	\$ 359	\$ 14,130	\$ 557	\$ 17,242	\$ 653	\$ 16,012		\$ 14,513
Dec	\$ 1,460	\$ 14,130	\$ 1,510	\$ 18,752	\$ 3,436	\$ 19,448		\$ 14,513

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

Total	\$ 174,174	\$ 216,458	\$ 208,241	\$ 178,534
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City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6C

Report From: Kelly Hinnenkamp, City Administrator

Agenda Item: Employment Anniversary/Steps

Core Strategy:

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

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

Background

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

- Ryan Hagerty- 1 year

Recommended Action

Motion to approve as presented

Attachments:

None



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6D

Report From: Chief Standafer

Agenda Item: Special Events

Core Strategy:

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

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

Background

Attached are the Special Event Applications for The Turkey Trot and the Main Street Holiday

Recommended Action

Motion to approve as presented

Attachments:

Application



ANNANDALE POLICE DEPARTMENT

Special Event Application

Name: Ben Youngs Home Phone: 763-486-3396
Address: 200 St. Mary 55 E Fax Number: _____
City, State, Zip: Maple Lake, MN 55358 Email Address: youngsb@maplelake.k12.mn.us
Event Name: ANML Turkey Trot 5K Event Date: NOV. 23
Event time (start and end): 8:00 - 8:45 am Estimated number of participants: 100
Event Description: 5K - 2 laps - start AMS - Chestnut to
Poplar to Park to Pleasant to Lake to Oak to Park
to Cherry (twice)
Serving alcohol and/or food? Yes ☒ No ☐ Business/liquor License holder: _____
Contact person: _____ Phone number: _____
Starting location (if applicable): see above
Ending location (if applicable): see above
Area(s) to be closed off during event (you must also supply a map of area/route to be closed off): _____
NONE
Safety Procedures (ie: traffic control, event personnel, etc): _____
We will have a lead bike & volunteers on
corners.

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: 10/31/23

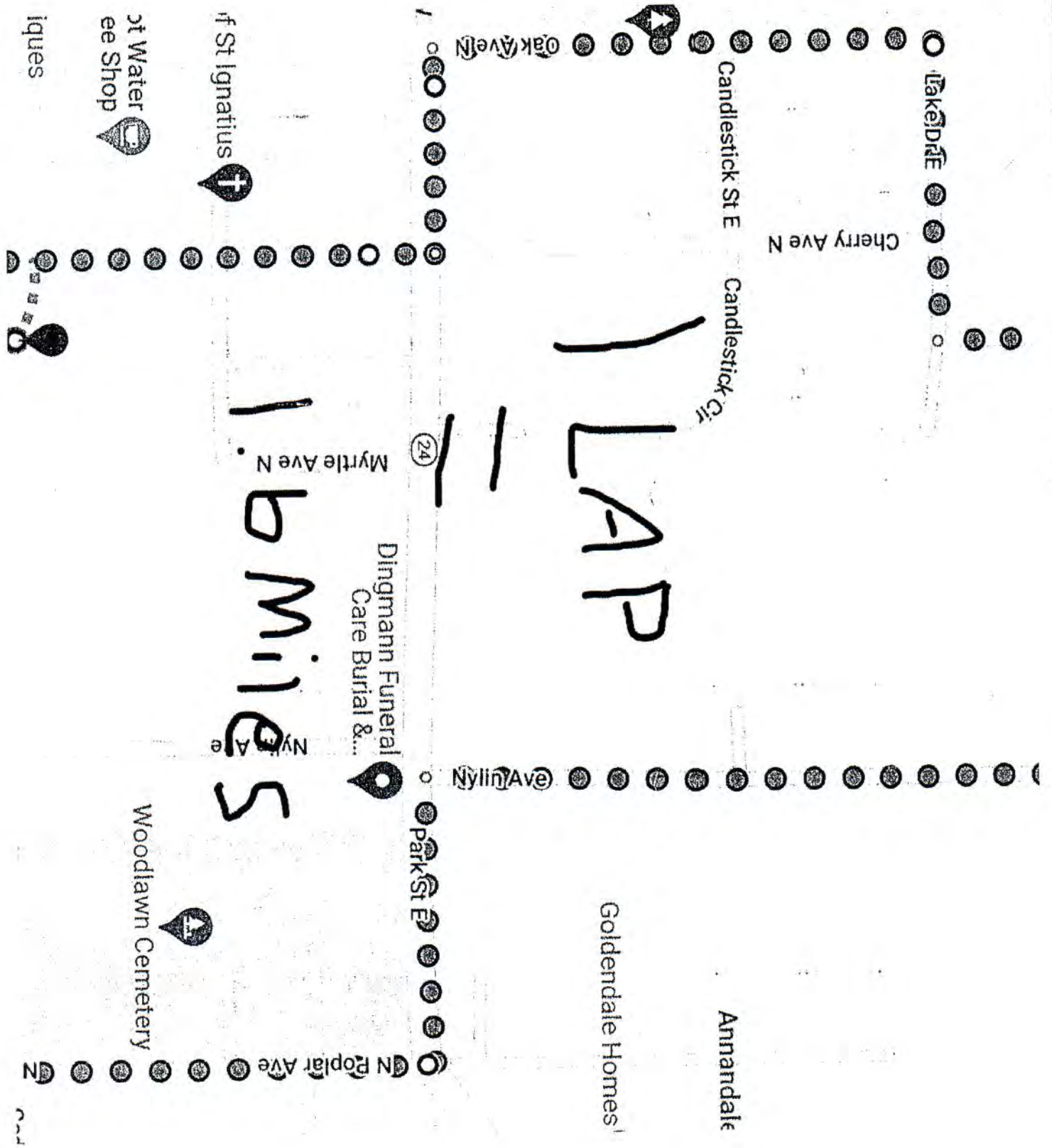
OFFICE USE ONLY - ANNANDALE POLICE DEPARTMENT

Number of cars required: 0 Number of officers required: 0 x \$40/hour = \$ _____

APD comments: None

APD approval signature: [Signature] Date: 11-1-23

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



Mainstreet Holiday

Saturday, December 9, 2023

Start time: 2pm (race to start at 1pm)

End time: 6pm with parade

Event Activities:

-1 Mile Race: Separate Event Application approved

- Trolley rides will run from 2pm-5pm. They will start and end at Clock Tower Park and use the block around Excelsior Ave/Cedar St.

- Parade will be at 5:30pm. Limited to 25 floats. Staging will be at the middle school. Route will be Chestnut St to Oak Ave to St Ignatius, back down to Cherry St to the middle school.

Other activities

- Elf Scavenger hunt throughout retail businesses
- Pictures with Santa at various businesses
- Photo Booth at Shorehouse Outfitters
- Wishing Tree and Photo Scene at Vintage Patina



City Council Agenda

November 13, 2023

Agenda Section: Consent

Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 6E

Agenda Item: Resolution Declaring PERA
Eligibility- Officer Berkowitz

Core Strategy:

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

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

Background

PT Officer Berkowitz is eligible for PERA benefits. Attached is a resolution required by PERA.

Recommended Action

Motion to approve 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 (Berkowitz)

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 Benjamin Berkowitz, 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 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: __.

WHEREUPON, said resolution was declared duly passed and adopted this 13th day of November, 2023.

City Clerk



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6F

Report From: Kelly Hinnenkamp, City
Administrator

Agenda Item: Pay Estimates

Core Strategy:

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

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

Background

Attached are Pay Application #4- Lake John Utility Extension and Pay Application #3 for Hemlock Improvements.

Recommended Action

Motion to approve as presented

Attachments:

Pay Estimates



**BOLTON
& MENK**

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2040 Highway 12 East
Willmar, MN 56201-5818

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

November 3, 2023

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

RE: TH 24/Hemlock Roundabout Project
City of Annandale, Minnesota
BMI Project No.: OW1.123025

Dear Kelly:

Please find enclosed Payment Estimate No. 3 for the above referenced project. The estimate includes all work completed through October 24th, 2023. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Landwehr Construction, Inc. and one to me for our files.

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

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

Enclosures

Owner:	<u>City of Annandale</u>	Owner's Project No.:	<u></u>
Engineer:	<u>Bolton & Menk, Inc.</u>	Engineer's Project No.:	<u>OW1.123025</u>
			S.P. No. 8611-30, S.P. 086-
			596-004 MINN. PROJ. NO.
Contractor:	<u>Landwehr Construction Inc.</u>	Agency's Project No.:	<u>HIP-CDS 8623 (220)</u>
Project:	<u>T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project</u>		
Contract:	<u></u>		
Application No.:	<u>3</u>	Application Date:	<u>10/25/2023</u>
Application Period:	<u>From 9/1/2023</u>	<u>to 10/24/2023</u>	

1. Original Contract Price	\$	2,872,232.36
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	2,872,232.36
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,812,965.30
5. Retainage		
a. <u>1%</u> X \$ <u>2,812,965.30</u> Work Completed	\$	28,129.65
b. <u> </u> X \$ <u>-</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	28,129.65
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,784,835.65
7. Less previous payments	\$	2,663,482.03
8. Amount due this application	\$	121,353.62
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	59,267.06

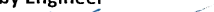
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;


(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Landwehr Construction Inc
Signature: Derek Buegg Date: 10-31-23
Name: Derek Buegg Title: PM

Recommended by Engineer By:  Name: <u>Jared Voge, P.E.</u> Title: <u>City Engineer</u> Date: <u>10/31/2023</u>	Approved by Owner By: _____ Name: _____ Title: _____ Date: _____
--	---

Approved by County Engineer

By:	 Digitally signed by Virgil Hawkins DN: cn=Virgil Hawkins, o=Wright County Highway Department, ou=Wright County Highway Engineer, email=virgil.hawkins@co.wright.tx.us, c=US Date: 2023.10.31 13:39:28 -0500	By:	_____
Name:	<u>Virgil Hawkins, P.E.</u>	Name:	_____
Title:	<u>County Highway Engineer</u>	Title:	_____
Date:	<u>October 31, 2023</u>	Date:	_____

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City of Annandale	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.123025
Contractor:	Landwehr Construction Inc.	Contractor's Project No.:	
Project:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project	Agency's Project No.:	S.P. No. 8611-30, S.P. 086-596-004 MINN. PROJ.
Contract:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project		NO. HIP-CDS 8623 (220)

Application No.:		3		Application Period:		From		09/01/23		to		10/24/23		Application Date:		10/25/23											
A	B			C		D		E		F		F1		F2		G		H		I		J		K		L	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Contract Information		Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)												
Original Contract																											
1	AS BUILT	1.00	LUMP SUM	9,300.00	9,300.00			-		-			1.00	9,300.00					9,300.00	100%	-						
2	MOBILIZATION	1.00	LUMP SUM	131,000.00	131,000.00			1.00	131,000.00	1.00	131,000.00			131,000.00	100%	-											
3	REMOVE PIPE APRON	3.00	EACH	450.00	1,350.00			3.00	1,350.00	3.00	1,350.00			1,350.00	100%	-											
4	REMOVE SIGN	8.00	EACH	56.00	448.00			8.00	448.00	8.00	448.00			448.00	100%	-											
5	SALVAGE SIGN	1.00	EACH	225.00	225.00			1.00	225.00	1.00	225.00			225.00	100%	-											
6	SALVAGE MAIL BOX SUPPORT	3.00	EACH	115.00	345.00			2.00	230.00	2.00	230.00			230.00	67%	115.00											
7	SAWING CONCRETE PAVEMENT (FULL DEPTH)	6.00	LIN FT	6.50	39.00			6.00	39.00	6.00	39.00			39.00	100%	-											
8	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2,299.00	LIN FT	2.25	5,172.75			2,041.50	4,593.38	2,041.50	4,593.38			4,593.38	89%	579.37											
9	REMOVE PIPE CULVERTS	133.00	LIN FT	21.50	2,859.50			138.00	2,967.00	138.00	2,967.00			2,967.00	104%	(107.50)											
10	REMOVE WATER MAIN	150.00	LIN FT	20.00	3,000.00			95.00	1,900.00	95.00	1,900.00			1,900.00	63%	1,100.00											
11	REMOVE CURB AND GUTTER	125.00	LIN FT	5.25	656.25			137.00	719.25	137.00	719.25			719.25	110%	(63.00)											
12	REMOVE RETAINING WALL	5.00	LIN FT	61.00	305.00			8.00	488.00	8.00	488.00			488.00	160%	(183.00)											
13	REMOVE FENCE	14.00	LIN FT	10.00	140.00			-	-	-	-			-	-	140.00											
14	REMOVE CONCRETE PAVEMENT	56.00	SQ YD	17.25	966.00			55.50	957.38	55.50	957.38			957.38	99%	8.62											
15	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	411.00	SQ YD	5.60	2,301.60			748.00	4,188.80	748.00	4,188.80			4,188.80	182%	(1,887.20)											
16	REMOVE BITUMINOUS PAVEMENT	9,722.00	SQ YD	2.36	22,943.92			9,722.00	22,943.92	9,722.00	22,943.92			22,943.92	100%	-											
17	REMOVE CONCRETE WALK	70.00	SQ FT	3.00	210.00			80.00	240.00	80.00	240.00			240.00	114%	(30.00)											
18	EXCAVATION - COMMON	8,581.00	CU YD	9.10	78,087.10			8,581.00	78,087.10	8,581.00	78,087.10			78,087.10	100%	-											
19	SELECT GRANULAR EMBANKMENT (CV)	4,402.00	CU YD	14.55	64,049.10			4,402.00	64,049.10	4,402.00	64,049.10			64,049.10	100%	-											
20	COMMON EMBANKMENT (CV)	1,193.00	CU YD	10.56	12,598.08			1,193.00	12,598.08	1,193.00	12,598.08			12,598.08	100%	-											
21	TEST ROLLING	1,860.00	ROAD STA	3.40	6,324.00			1,860.00	6,324.00	1,860.00	6,324.00			6,324.00	100%	-											
22	AGGREGATE SURFACING (CV) CLASS 1	225.00	CU YD	100.00	22,500.00			231.00	23,100.00	231.00	23,100.00			23,100.00	103%	(600.00)											
23	AGGREGATE BASE (CV) CLASS 6	1,687.00	CU YD	24.00	40,488.00			1,687.00	40,488.00	1,687.00	40,488.00			40,488.00	100%	-											
24	FULL DEPTH RECLAMATION	31,103.00	SQ YD	2.56	79,623.68			31,103.00	79,623.68	31,103.00	79,623.68			79,623.68	100%	-											
25	HAUL FULL DEPTH RECLAMATION (LV)	1,850.00	CU YD	8.20	15,170.00			1,850.00	15,170.00	1,850.00	15,170.00			15,170.00	100%	-											
26	MILL BITUMINOUS SURFACE (2.0")	3,000.00	SQ YD	7.00	21,000.00			3,000.00	21,000.00	3,000.00	21,000.00			21,000.00	100%	-											
27	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	20.00	EACH	28.00	560.00			20.00	560.00	20.00	560.00			560.00	100%	-											
28	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	4,931.00	TON	88.30	435,407.30			4,690.58	414,178.21	4,690.58	414,178.21			414,178.21	95%	21,229.09											
29	TYPE SP 12.5 WEARING COURSE MIXTURE (3,F)	5,820.00	TON	97.25	565,995.00			5,910.00	574,747.50	5,910.00	574,747.50			574,747.50	102%	(8,752.50)											
30	REINFORCEMENT BARS (EPOXY COATED)	560.00	POUND	17.89	10,018.40			136.00	2,433.04	136.00	2,433.04			2,433.04	24%	7,585.36											
31	15" RC PIPE APRON	4.00	EACH	1,473.00	5,892.00			4.00	5,892.00	4.00	5,892.00			5,892.00	100%	-											
32	30" RC PIPE APRON	1.00	EACH	2,255.00	2,255.00			1.00	2,255.00	1.00	2,255.00			2,255.00	100%	-											
33	4" PERF PE PIPE DRAIN	2,621.00	LIN FT	11.95	31,320.95			2,620.00	31,309.00	2,620.00	31,309.00			31,309.00	100%	11.95											
34	15" RC PIPE SEWER DESIGN 3006 CLASS III	1,208.00	LIN FT	69.00	83,352.00			1,208.00	83,352.00	1,208.00	83,352.00			83,352.00	100%	-											
35	18" RC PIPE SEWER DESIGN 3006 CLASS III	186.00	LIN FT	70.00	13,020.00			186.00	13,020.00	186.00	13,020.00			13,020.00	100%	-											
36	21" RC PIPE SEWER DESIGN 3006 CLASS III	26.00	LIN FT	86.00	2,236.00			26.00	2,236.00	26.00	2,236.00			2,236.00	100%	-											
37	24" RC PIPE SEWER DESIGN 3006 CLASS III	326.00	LIN FT	90.30	29,437.80			326.00	29,437.80	326.00	29,437.80			29,437.80	100%	-											
38	30" RC PIPE SEWER DESIGN 3006 CLASS III	50.00	LIN FT	148.00	7,400.00			59.00	8,732.00	59.00	8,732.00			8,732.00	118%	(1,332.00)											
39	CONNECT TO EXISTING STORM SEWER	1.00	EACH	925.00	925.00			1.00	925.00	1.00	925.00			925.00	100%	-											
40	TRENCH DRAIN	6.00	LIN FT	559.00	3,354.00			5.50	3,074.50	5.50	3,074.50			3,074.50	92%	279.50											
41	WATERMAIN OFFSET	1.00	EACH	17,000.00	17,000.00			-	-	-	-			-	-	17,000.00											
42	ADJUST GATE VALVE AND BOX	1.00	EACH	280.00	280.00			1.00	280.00	1.00	280.00			280.00	100%	-											
43	ADJUST VALVE BOX-WATER	5.00	EACH	280.00	1,400.00			4.00	1,120.00	4.00	1,120.00			1,120.00	80%	280.00											
44	ADJUST SPRINKER SYSTEM	132.00	LIN FT	22.00	2,904.00			150.00	3,300.00	150.00	3,300.00			3,300.00	114%	(396.00)											
45	4" POLYSTYRENE INSULATION	122.00	SQ YD	52.75	6,435.50			128.00	6,752.00	128.00	6,752.00			6,752.00	105%	(316.50)											
46	CASTING ASSEMBLY	29.00	EACH	829.00	24,041.00			29.00	24,041.00	29.00	24,041.00			24,041.00	100%	-											
47	ADJUST FRAME AND RING CASTING	1.00	EACH	285.00	285.00			1.00	285.00	1.00	285.00			285.00	100%	-											

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Annandale	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.123025
Contractor:	Landwehr Construction Inc.	Contractor's Project No.:	
Project:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project	Agency's Project No.:	S.P. No. 8611-30, S.P. 086-596-004 MINN. PROJ.
Contract:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project		NO. HIP-CDS 8623 (220)

Application No.: 3		Application Period: From 09/01/23 to 10/24/23		Application Date: 10/25/23									
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
48	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	36.00	LIN FT	613.00	22,068.00	36.00	22,068.00	36.00	22,068.00		22,068.00	100%	-
49	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	11.00	LIN FT	699.00	7,689.00	10.70	7,479.30	10.70	7,479.30		7,479.30	97%	209.70
50	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	66.00	LIN FT	615.00	40,590.00	66.00	40,590.00	66.00	40,590.00		40,590.00	100%	-
51	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	5.00	LIN FT	1,059.00	5,295.00	5.40	5,718.60	5.40	5,718.60		5,718.60	108%	(423.60)
52	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	14.00	LIN FT	1,242.00	17,388.00	13.70	17,015.40	13.70	17,015.40		17,015.40	98%	372.60
53	GEOTEXTILE FILTER TYPE 4	62.00	SQ YD	7.50	465.00	41.60	312.00	41.60	312.00		312.00	67%	153.00
54	RANDOM RIPRAP CLASS III	17.00	CU YD	117.00	1,989.00	16.00	1,872.00	16.00	1,872.00		1,872.00	94%	117.00
55	6" CONCRETE WALK	12,209.00	SQ FT	10.65	130,025.85	14,172.00	150,931.80	14,172.00	150,931.80		150,931.80	116%	(20,905.95)
56	7" CONCRETE WALK	2,686.00	SQ FT	12.85	34,515.10	2,886.00	37,085.10	2,886.00	37,085.10		37,085.10	107%	(2,570.00)
57	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	729.00	EACH	16.75	12,210.75	653.00	10,937.75	653.00	10,937.75		10,937.75	90%	1,273.00
58	CONCRETE CURB RAMP WALK	2,771.00	SQ FT	21.25	58,883.75	2,678.00	56,907.50	2,678.00	56,907.50		56,907.50	97%	1,976.25
59	4" CONCRETE WALK SPECIAL	1,985.00	SQ FT	22.90	45,456.50	2,014.00	46,120.60	2,014.00	46,120.60		46,120.60	101%	(664.10)
60	6" CONCRETE WALK SPECIAL	1,841.00	SQ FT	28.50	52,468.50	1,728.00	49,248.00	1,728.00	49,248.00		49,248.00	94%	3,220.50
61	CONCRETE CURB AND GUTTER DESIGN B612	389.00	LIN FT	55.89	21,741.21	364.50	20,371.91	364.50	20,371.91		20,371.91	94%	1,369.30
62	CONCRETE CURB AND GUTTER DESIGN B612 (MODIFIED)	1,463.00	LIN FT	44.72	65,425.36	1,452.00	64,933.44	1,452.00	64,933.44		64,933.44	99%	491.92
63	CONCRETE CURB AND GUTTER DESIGN B624	1,015.00	LIN FT	44.72	45,390.80	1,042.00	46,598.24	1,042.00	46,598.24		46,598.24	103%	(1,207.44)
64	CONCRETE CURB AND GUTTER DESIGN R424	225.00	LIN FT	89.42	20,119.50	228.00	20,387.76	228.00	20,387.76		20,387.76	101%	(268.26)
65	CONCRETE CURB AND GUTTER DESIGN S512 (MODIFIED)	1,467.00	LIN FT	45.00	66,015.00	1,420.00	63,900.00	1,420.00	63,900.00		63,900.00	97%	2,115.00
66	CONCRETE CURB AND GUTTER DESIGN S524	1,104.00	LIN FT	45.00	49,680.00	1,131.00	50,895.00	1,131.00	50,895.00		50,895.00	102%	(1,215.00)
67	CONCRETE MEDIAN	847.00	SQ YD	95.47	80,863.09	650.00	62,055.50	650.00	62,055.50		62,055.50	77%	18,807.59
68	CONCRETE SILL	761.00	SQ YD	22.00	16,742.00	755.00	16,610.00	755.00	16,610.00		16,610.00	99%	132.00
69	8" CONCRETE VALLEY GUTTER	43.00	SQ YD	167.00	7,181.00	30.00	5,010.00	30.00	5,010.00		5,010.00	70%	2,171.00
70	TRUNCATED DOMES	343.00	SQ FT	68.00	23,324.00	364.00	24,752.00	364.00	24,752.00		24,752.00	106%	(1,428.00)
71	INSTALL MAIL BOX SUPPORT	3.00	EACH	200.00	600.00	2.00	400.00	2.00	400.00		400.00	67%	200.00
72	1.5" NON-METALLIC CONDUIT	73.00	LIN FT	6.30	459.90	73.00	459.90	73.00	459.90		459.90	100%	-
73	GUIDE POST TYPE SPECIAL	5.00	EACH	112.00	560.00	5.00	560.00	5.00	560.00		560.00	100%	-
74	TRAFFIC CONTROL SUPERVISOR	1.00	LUMP SUM	4,000.00	4,000.00	1.00	4,000.00	1.00	4,000.00		4,000.00	100%	-
75	TRAFFIC CONTROL	1.00	LUMP SUM	18,000.00	18,000.00	1.00	18,000.00	1.00	18,000.00		18,000.00	100%	-
76	PORTABLE CHANGEABLE MESSAGE SIGN	21.00	UNIT DAY	112.00	2,352.00	-	-	-	-		-	-	2,352.00
77	CONSTRUCTION SIGN-SPECIAL	350.00	SQ FT	11.20	3,920.00	377.00	4,222.40	377.00	4,222.40		4,222.40	108%	(302.40)
78	INSTALL SIGN	1.00	EACH	1,118.00	1,118.00	1.00	1,118.00	1.00	1,118.00		1,118.00	100%	-
79	DELINEATOR / MARKER	1.00	EACH	335.00	335.00	1.00	335.00	1.00	335.00		335.00	100%	-
80	DELINEATOR / MARKER PANEL	5.00	EACH	78.25	391.25	5.00	391.25	5.00	391.25		391.25	100%	-
81	SIGN	429.00	SQ FT	86.00	36,894.00	429.00	36,894.00	429.00	36,894.00		36,894.00	100%	-
82	DECIDUOUS SHRUB NO 5 CONT	109.00	EACH	74.00	8,066.00	109.00	8,066.00	109.00	8,066.00		8,066.00	100%	-
83	PERENNIAL NO 1 CONT	1,025.00	EACH	36.00	36,900.00	1,025.00	36,900.00	1,025.00	36,900.00		36,900.00	100%	-
84	CLEAN ROOT CUTTING	100.00	LIN FT	6.00	600.00	-	-	-	-		-	-	600.00
85	PRUNE TREES	10.00	HOURL	160.00	1,600.00	-	-	-	-		-	-	1,600.00
86	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	5,000.00	5,000.00	-	-	-	-		-	-	5,000.00
87	STORM DRAIN INLET PROTECTION	28.00	EACH	180.00	5,040.00	31.00	5,580.00	31.00	5,580.00		5,580.00	111%	(540.00)
88	CULVERT END CONTROLS	3.00	EACH	100.00	300.00	3.00	300.00	3.00	300.00		300.00	100%	-
89	SILT FENCE, TYPE MS	4,613.00	LIN FT	3.10	14,300.30	2,984.00	9,250.40	2,984.00	9,250.40		9,250.40	65%	5,049.90
90	SEDIMENT CONTROL LOG TYPE COMPOST	20.00	LIN FT	11.35	227.00	60.00	681.00	60.00	681.00		681.00	300%	(454.00)
91	SUBSOILING	1.00	ACRE	80.00	80.00	1.00	80.00	1.00	80.00		80.00	100%	-
92	SOIL BED PREPARATION	1.00	ACRE	140.00	140.00	1.00	140.00	1.00	140.00		140.00	100%	-
93	LOAM TOPSOIL BORROW	348.00	CU YD	60.00	20,880.00	348.00	20,880.00	348.00	20,880.00		20,880.00	100%	-
94	COMPOST GRADE 2	184.00	CU YD	45.00	8,280.00	160.00	7,200.00	160.00	7,200.00		7,200.00	87%	1,080.00
95	FERTILIZER TYPE 3	211.00	POUND	2.00	422.00	231.00	462.00	231.00	462.00		462.00	109%	(40.00)
96	LIME	1.40	TON	225.00	315.00	-	-	-	-		-	-	315.00
97	SEEDING	1.00	ACRE	1,600.00	1,600.00	0.86	1,376.00	0.86	1,376.00		1,376.00	86%	224.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Annandale	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.123025
Contractor:	Landwehr Construction Inc.	Contractor's Project No.:	
Project:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project	Agency's Project No.:	S.P. No. 8611-30, S.P. 086-596-004 MINN. PROJ.
Contract:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project		NO. HIP-CDS 8623 (220)

Application No.: 3		Application Period: From 09/01/23 to 10/24/23		Application Date: 10/25/23									
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
98	WEED SPRAYING	0.40	ACRE	80.00	32.00	-	-	-	-		-		32.00
99	WEED SPRAY MIXTURE	0.20	GALLON	80.00	16.00	-	-	-	-		-		16.00
100	MULCH MATERIAL TYPE 6	58.00	CU YD	78.00	4,524.00	58.00	4,524.00	58.00	4,524.00		4,524.00	100%	-
101	SEED MIXTURE 25-131	155.00	POUND	10.00	1,550.00	154.00	1,540.00	154.00	1,540.00		1,540.00	99%	10.00
102	HYDRAULIC REINFORCED FIBER MATRIX	2,333.00	POUND	3.90	9,098.70	2,464.00	9,609.60	2,464.00	9,609.60		9,609.60	106%	(510.90)
103	ROLLED EROSION PREVENTION CATEGORY 25	72.00	SQ YD	13.56	976.32	164.00	2,223.84	164.00	2,223.84		2,223.84	228%	(1,247.52)
104	ROLLED EROSION PREVENTION CATEGORY 80A	19.00	SQ YD	111.75	2,123.25	-	-	-	-		-		2,123.25
105	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	17,590.00	LIN FT	1.25	21,987.50	17,436.00	21,795.00	17,436.00	21,795.00		21,795.00	99%	192.50
106	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	7,655.00	LIN FT	1.65	12,630.75	7,883.00	13,006.95	7,883.00	13,006.95		13,006.95	103%	(376.20)
107	4" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	55.00	LIN FT	3.40	187.00	48.00	163.20	48.00	163.20		163.20	87%	23.80
108	6" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	75.00	LIN FT	3.97	297.75	87.00	345.39	87.00	345.39		345.39	116%	(47.64)
109	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	9,415.00	LIN FT	2.50	23,537.50	9,670.00	24,175.00	9,670.00	24,175.00		24,175.00	103%	(637.50)
110	24" SOLID LINE PREFORM THERMO GROUND IN	300.00	LIN FT	34.04	10,212.00	209.00	7,114.36	209.00	7,114.36		7,114.36	70%	3,097.64
111	12" DOTTED LINE PREFORM THERMO GROUND IN	75.00	LIN FT	26.66	1,999.50	57.00	1,519.62	57.00	1,519.62		1,519.62	76%	479.88
112	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND	150.00	SQ FT	36.31	5,446.50	165.00	5,991.15	165.00	5,991.15		5,991.15	110%	(544.65)
113	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	578.00	SQ FT	26.10	15,085.80	456.00	11,901.60	456.00	11,901.60		11,901.60	79%	3,184.20
Original Contract Totals					\$ 2,872,232.36		\$ 2,803,665.29		\$ 2,812,965.30	\$ -	\$ 2,812,965.30	98%	\$ 59,267.06



**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

November 7, 2023

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

RE: Utilities to Lake John
City of Annandale, Minnesota
BMI Project No.: OW1.127863

Dear Kelly:

Please find enclosed Payment Estimate No. 4 for the above referenced project. The estimate includes all work completed through November 6, 2023. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Rachel Contracting, LLC and one to me for our files.

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

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

Enclosures

Contractor's Application for Payment

Owner:	City of Annandale	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	0W1.127863
Contractor:	Rachel Contracting LLC	Agency's Project No.:	
Project:	Trunk Utilities to Lake John		
Contract:	Trunk Utilities to Lake John		
Application No.:	4	Application Date:	11/6/2023
Application Period:	From 7/28/2023 to 11/6/2023		

1. Original Contract Price	\$	2,144,546.00
2. Net change by Change Orders	\$	19,250.00
3. Current Contract Price (Line 1 + Line 2)	\$	2,163,796.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,074,629.17
5. Retainage		
a. 5% X \$ 2,074,629.17 Work Completed	\$	103,731.46
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	103,731.46
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,970,897.71
7. Less previous payments	\$	1,922,243.82
8. Amount due this application	\$	48,653.89
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	89,166.83

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Rachel Contracting LLC

Signature:


EC0C08E0E1E02420...

Name:

Dave Lyste

Date:

11/7/2023

Title:

Vice President

Recommended by Engineer**Approved by Owner**

By:



By:

Name:

Jared Voge, P.E.

Name:

Title:

City Engineer

Title:

Date:

11/07/2023

Date:

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Annandale									Owner's Project No.:			
Engineer:	Bolton & Menk, Inc.									Engineer's Project No.: 0W1.127863			
Contractor:	Rachel Contracting LLC									Agency's Project No.:			
Project:	Trunk Utilities to Lake John												
Contract:	Trunk Utilities to Lake John												
Application No.: 4 Application Period: From 07/28/23 to 07/28/23 Application Date: 11/06/23													
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information			Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract													
1	MOBILIZATION	1.00	LUMP SUM	126,500.00	126,500.00	1.00	126,500.00	1.00	126,500.00		126,500.00	100%	-
2	TRAFFIC CONTROL	1.00	LUMP SUM	15,180.00	15,180.00	1.00	15,180.00	1.00	15,180.00		15,180.00	100%	-
3	REMOVE CONCRETE WALK	10.00	SQ YD	27.90	279.00	5.00	139.50	5.00	139.50		139.50	50%	139.50
4	REMOVE BITUMINOUS PAVEMENT	335.00	SQ YD	10.40	3,484.00	440.00	4,576.00	440.00	4,576.00		4,576.00	131%	(1,092.00)
5	REMOVE CULVERT	180.00	LIN FT	22.00	3,960.00	-	-	-	-		-	-	3,960.00
6	EXCAVATION - COMMON	280.00	CU YD	4.40	1,232.00	280.00	1,232.00	280.00	1,232.00		1,232.00	100%	-
7	COMMON EMBANKMENT	610.00	CU YD	3.05	1,860.50	610.00	1,860.50	610.00	1,860.50		1,860.50	100%	-
8	AGGREGATE SURFACING, CL 5	105.00	TON	24.80	2,604.00	60.00	1,488.00	60.00	1,488.00		1,488.00	57%	1,116.00
9	BITUMINOUS PATCH	435.00	SQ YD	92.26	40,133.10	420.50	38,795.33	420.50	38,795.33		38,795.33	97%	1,337.77
10	6" CONCRETE DRIVEWAY	110.00	SQ YD	127.37	14,010.70	-	-	126.00	16,048.62		16,048.62	115%	(2,037.92)
11	EXPLORATORY EXCAVATION	10.00	HOURL	530.00	5,300.00	-	-	-	-		-	-	5,300.00
12	DRAIN TILE REPAIR (4"-12")	100.00	LIN FT	15.80	1,580.00	-	-	-	-		-	-	1,580.00
13	12" CS CULVERT	46.00	LIN FT	57.70	2,654.20	-	-	-	-		-	-	2,654.20
14	15" CS CULVERT	114.00	LIN FT	63.00	7,182.00	-	-	-	-		-	-	7,182.00
15	18" CS CULVERT	60.00	LIN FT	70.25	4,215.00	-	-	-	-		-	-	4,215.00
16	12" CS SAFETY APRON	2.00	EACH	645.00	1,290.00	-	-	-	-		-	-	1,290.00
17	15" CS SAFETY APRON	6.00	EACH	650.00	3,900.00	-	-	-	-		-	-	3,900.00
18	18" CS SAFETY APRON	2.00	EACH	910.50	1,821.00	-	-	-	-		-	-	1,821.00
19	10" SANITARY SEWER	36.00	LIN FT	68.00	2,448.00	36.00	2,448.00	36.00	2,448.00		2,448.00	100%	-
20	CONNECT TO EXISTING SANITARY SEWER MANHOLE	1.00	EACH	12,050.00	12,050.00	1.00	12,050.00	1.00	12,050.00		12,050.00	100%	-
21	FORCEMAIN FITTINGS	414.00	LBS	22.30	9,232.20	502.00	11,194.60	502.00	11,194.60		11,194.60	121%	(1,962.40)
22	8" SANITARY FORCEMAIN	3,054.00	LIN FT	46.75	142,774.50	116.00	5,423.00	116.00	5,423.00		5,423.00	4%	137,351.50
23	8" SANITARY FORCEMAIN, TRENCHLESS	3,313.00	LIN FT	46.75	154,882.75	6,254.00	292,374.50	6,254.00	292,374.50		292,374.50	189%	(137,491.75)
24	AIR RELEASE MANHOLE & VALVE ASSEMBLY	3.00	EACH	20,000.00	60,000.00	3.00	60,000.00	3.00	60,000.00		60,000.00	100%	-
25	SANITARY LIFT STATION	1.00	LUMP SUM	379,000.00	379,000.00	0.85	322,150.00	0.90	341,100.00		341,100.00	90%	37,900.00
26	DEWATERING	1.00	LUMP SUM	127,350.00	127,350.00	1.00	127,350.00	1.00	127,350.00		127,350.00	100%	-
27	1" CORP STOP & SADDLE	2.00	EACH	1,270.00	2,540.00	-	-	-	-		-	-	2,540.00
28	1" CURB STOP & BOX	2.00	EACH	1,130.00	2,260.00	-	-	-	-		-	-	2,260.00
29	1" PE WATER SERVICE, TRENCHLESS	106.00	LIN FT	87.70	9,296.20	-	-	-	-		-	-	9,296.20
30	6" PVC WATERMAIN	41.00	LIN FT	63.80	2,615.80	29.00	1,850.20	29.00	1,850.20		1,850.20	71%	765.60
31	8" PVC WATERMAIN	48.00	LIN FT	66.25	3,180.00	66.00	4,372.50	66.00	4,372.50		4,372.50	138%	(1,192.50)
32	8" PVC WATERMAIN, IN CASING	65.00	LIN FT	81.80	5,317.00	65.00	5,317.00	65.00	5,317.00		5,317.00	100%	-
33	12" PVC WATERMAIN	2,486.00	LIN FT	83.60	207,829.60	177.50	14,839.00	177.50	14,839.00		14,839.00	7%	192,990.60
34	12" PVC WATERMAIN, TRENCHLESS	3,653.00	LIN FT	122.30	446,761.90	5,961.00	729,030.30	5,961.00	729,030.30		729,030.30	163%	(282,268.40)
35	20" I.D. CASING, TRENCHLESS	65.00	LIN FT	907.00	58,955.00	65.00	58,955.00	65.00	58,955.00		58,955.00	100%	-
36	6" GATE VALVE & BOX	6.00	EACH	2,645.00	15,870.00	4.00	10,580.00	4.00	10,580.00		10,580.00	67%	5,290.00
37	8" GATE VALVE & BOX	2.00	EACH	3,550.00	7,100.00	2.00	7,100.00	2.00	7,100.00		7,100.00	100%	-
38	12" GATE VALVE & BOX	7.00	EACH	6,030.00	42,210.00	5.00	30,150.00	5.00	30,150.00		30,150.00	71%	12,060.00
39	CONNECT TO EXISTING WATERMAIN	3.00	EACH	1,925.00	5,775.00	3.00	5,775.00	3.00	5,775.00		5,775.00	100%	-
40	WATERMAIN FITTINGS	1,951.00	LBS	13.95	27,216.45	1,863.00	25,988.85	1,863.00	25,988.85		25,988.85	95%	1,227.60
41	HYDRANT	6.00	EACH	6,050.00	36,300.00	4.00	24,200.00	4.00	24,200.00		24,200.00	67%	12,100.00
42	STORM DRAIN INLET PROTECTION	14.00	EACH	331.00	4,634.00	-	-	-	-		-	-	4,634.00
43	SEDIMENT CONTROL LOG, TYPE WOOD FIBER	825.00	LIN FT	5.12	4,224.00	-	-	-	-		-	-	4,224.00
44	RAPID STABILIZATION, METHOD 3	6.00	M GAL	840.00	5,040.00	8.00	6,720.00	10.00	8,400.00		8,400.00	167%	(3,360.00)
45	SEEDING, TEMPORARY	3.00	ACRE	4,200.00	12,600.00	1.00	4,200.00	1.00	4,200.00		4,200.00	33%	8,400.00
46	SEEDING, GENERAL ROADSIDE	3.00	ACRE	4,200.00	12,600.00	-	-	-	-		-	-	12,600.00
47	ROLLED EROSION PREVENTION CATEGORY 25	14,530.00	SQ YD	2.12	30,803.60	-	-	-	-		-	-	30,803.60
48	SILT FENCE, MACHINE SLICED	3,950.00	LIN FT	2.91	11,494.50	3,699.00	10,764.09	3,699.00	10,764.09		10,764.09	94%	730.41
49	ELECTRICAL SERVICE ALLOWANCE	35,000.00	UNIT	1.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00		35,000.00	100%	-

Progress Estimate - Unit Price Work

Owner:City of Annandale

Engineer:Bolton & Menk, Inc.

Contractor:Rachel Contracting LLC

Project:Trunk Utilities to Lake John

Contract:Trunk Utilities to Lake John

Contractor's Application for Payment

Owner's Project No.:

Engineer's Project No.:0W1.127863

Agency's Project No.:

Application No.:4

Application Period:From07/28/23to07/28/23

Application Date:11/06/23

A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
50	CONSTRUCTION ALLOWANCE	30,000.00	UNIT	1.00	30,000.00	6,561.18	6,561.18	21,097.18	21,097.18		21,097.18	70%	8,902.82
Original Contract Totals					\$ 2,144,546.00		\$ 2,004,164.55		\$ 2,055,379.17	\$ -	\$ 2,055,379.17	96%	\$ 89,166.83
Change Orders													
CO 1	ELECTRICAL SERVICE ALLOWANCE INCREASE	19,250.00	UNIT	1.00	19,250.00	19,250.00	370,562,500.00	19,250.00	19,250.00		19,250.00	100%	-
					-				-		-		-
					-				-		-		-
					-				-		-		-
					-				-		-		-
					-				-		-		-
					-				-		-		-
					-				-		-		-
Change Order Totals					\$ 19,250.00		\$ 370,562,500.00		\$ 19,250.00	\$ -	\$ 19,250.00	100%	\$ -
Original Contract and Change Orders													
Project Totals					\$ 2,163,796.00		\$ 372,566,664.55		\$ 2,074,629.17	\$ -	\$ 2,074,629.17	96%	\$ 89,166.83



City Council Agenda

November 13, 2023

Agenda Section: Consent

Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 6G

Agenda Item: Lawful Gambling Applications-
All Night Grad and St. John's Church

Core Strategy:

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

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

Background

The City has received requests for approval of the following Lawful Gambling Applications:

- St. John's Church- Raffle Application
- All Night Grad Party- Raffle Application

Recommended Action

Motion to approve as presented

Attachments:

None

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: _____	Previous Gambling Permit Number: X -_____
Minnesota Tax ID Number, if any: _____	Federal Employer ID Number (FEIN), if any: _____
Mailing Address: _____	
City: _____ State: _____ Zip: _____ County: _____	
Name of Chief Executive Officer (CEO): _____	
CEO Daytime Phone: _____	CEO Email: _____ (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____	

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

— A current calendar year Certificate of Good Standing

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

— IRS income tax exemption (501(c)) letter in your organization's name

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

— IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): _____

Physical Address (do not use P.O. box): _____

Check one:

☐ City: _____ Zip: _____ County: _____

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): _____

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☐ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<p>The application is acknowledged with no waiting period.</p> <p>_____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p>_____ The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 10px; margin-top: 20px; text-align: center;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p>The application is acknowledged with no waiting period.</p> <p>The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p>The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county)</p> <p>On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____

(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the **exception of your organization's name and address** which will remain public. Private data about your organization are available to Board members, Board staff whose work requires **access to the information; Minnesota's Depart-**

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

<h2>How You May Spend Gambling Funds</h2>	<h2>How You May Not Spend Gambling Funds</h2>
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public or active military personnel in need); • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

BINGO AND RAFFLE – Checklist for Excluded/Exempt Permits

The purpose of this form is to help your organization conduct excluded/exempt gambling in compliance with the requirements listed below. Exempt and Excluded activities cannot be conducted in the same calendar year. The five forms of lawful gambling are bingo, paddlewheels, pull-tabs, raffles and tipboards. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the [Lawful Gambling Manual](#); 3) the online class, “[Conduct of Raffles](#)”; and 4) the [phone number and email address](#) of your county’s Licensing (license, permits and leases) and Compliance (conduct and reporting) Specialists.

Check Box	RAFFLES
	1. Tickets are printed in accordance with MN Rule 7861.0310 .
	2. Tickets contain the sequential number of the raffle ticket. Theatre style tickets may be used. (349.173)
	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)
	4. The organization must pay in full or otherwise become the owner of all prizes prior to the raffle drawing, except for raffles with gross receipts of \$60 or less. (7861.0260)
	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)
	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)
	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)
	8. Cash must not be substituted for merchandise prizes that have been won. (7861.0260 Subp. 4C(2))
	9. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)
	10. Only cash, personal checks, cashier’s checks, money orders, travelers’ checks, and debit cards may be accepted for the purchase of tickets (NO CREDIT CARDS – NO INTERNET SALES). (349.2127) (7861.0260)
	11. The method of winner selection cannot be manipulated or based on the outcome of an event not under the organization’s control. (349.173)
	12. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
	13. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
	14. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
	15. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
	16. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
	BINGO
	1. Clear and legible house rules in accordance with MN Rule 7861.0270 are prominently posted at the point of winner selection.
	2. House rules include the policy on declaring bingo and last number called. (7861.0270 Subp. 2A(1))
	3. House rules include the reasons for potentially cancelling bingo occasions. (7861.0270 Subp. 2A(1))
	4. All sales must be on a cash basis and take place at the permitted premises during or immediately prior to the bingo occasion. (NO CREDIT CARDS – NO INTERNET SALES) (7861.0270 Subp. 5B(1))
	5. Bingo paper must not be offered for free or discounted unless the price is reduced with a coupon. (7861.0270 Subp. 5B(7))
	6. Bingo balls must be available for inspection by at least one player before the occasion begins to determine that all are present and in operating condition. (7861.0270 Subp. 3A)
	7. No reservation of bingo cards or bingo paper for any person (7861.0270 Subp. 3F)
	8. Bingo records (including bingo program) must be kept for 3½ years. (7861.0270 Subp. 11)
	BINGO AND RAFFLES
	1. Gambling records must be kept for 3½ years. (7861.0310)
	2. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 Subd. 3a) (349.12 Subd. 25) (mn.gov/gcb/faq-exemptexcluded.html) and (mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf)

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: St. John's Lutheran Church

Previous Gambling Permit Number: X- N/A

Minnesota Tax ID Number, if any: 04990326

Federal Employer ID Number (FEIN), if any: 41-1459296

Mailing Address: 331 Harrison St. W

City: Annandale State: MN Zip: 55302 County: Wright

Name of Chief Executive Officer (CEO): Aleah Edwards

CEO Daytime Phone: (320) 274-8827 CEO Email: aedwards@stjohns-annandale.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Southbrook Golf Club

Physical Address (do not use P.O. box): 511 Morrison Ave. NW

Check one:

☒ City: Annandale Zip: MN County: Wright

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): _____

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.	<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.
Print City Name: _____ Signature of City Personnel: _____ Title: _____ Date: _____	Print County Name: _____ Signature of County Personnel: _____ Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 10/11/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Aleah Edwards

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and
 _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

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



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6H

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: Fund Transfers

Core Strategy:

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

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

Background

Attached are the proposed Fund Transfers to be made.

Recommended Action

Motion to approve as presented

Attachments:

- Transfers

DEBT SERVICE/ BUDGETED TRANSFERS FOR 2023

Budget 2023 Fund Allocations/Transfers:

FROM		TO		AMOUNT
FUND 101 (GEN FUND)	101-41110-720	FUND 407 (EDA FUND)	407-39201-000	\$ 1,100.00
	101-41110-721	FUND 407 (EDA FUND)	407-39202-000	\$ 1,800.00
	101-49300-720	FUND 498 (BLDG CAP OUTLAY)	498-39201-999	\$ 218,500.00
	101-49300-721	FUND 497 (POLICE EQUIP)	497-39201-999	\$ 20,000.00
	101-49300-722	FUND 496 (FIRE EQUIP)	496-39201-999	\$ 56,590.00
	101-49300-723	FUND 495 (PW EQUIP)	495-39201-999	\$ 60,000.00
	101-49300-733	FUND 460 (PARK FUND)	460-39201-000	\$ 20,000.00
	101-49300-734	FUND 604 (TRAINING CENTER FUND)	604-39203-000	\$ 3,000.00
FUND 102 (MOTOR VEHICLE)	102-41700-720	FUND 101 (GEN FUND)	101-39202-000	\$ 30,000.00

Debt Service Transfers for 2023:

FROM		TO		AMOUNT
FUND 601 (WATER FUND)	601-49400-720	FUND 330 (WATER PLANT PFA)	330-39202-999	\$ 172,704.90
FUND 461 (WATER EXPANS)	461-49450-723	FUND 330 (WATER PLANT PFA)	330-39201-999	\$ 43,215.00
FUND 601 (WATER FUND)	601-49400-723	FUND 332 (2008 STREETS)	332-39201-999	\$ 17,000.00
FUND 602 (SEWER FUND)	602-49450-722	FUND 332 (2008 STREETS)	332-39202-999	\$ 17,000.00
FUND 605 (STORMWATER)	605-49400-720	FUND 332 (2008 STREETS)	332-39203-999	\$ 22,000.00
FUND 605 (STORMWATER)	605-49400-720	FUND 340 (REFUNDING BOND 2019B)	340-39203-999	\$ 10,000.00
FUND 465 (PINTAIL TIF)	465-46500-721	FUND 339 (TIF14 NOTE)	339-39201-000	\$ 47,000.00



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6I

Report From: Joe Haller, Public
Works Director

Agenda Item: Farm Lease

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 type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The City received bids for the leasing of 75 acres of city owned land for the purpose of farming. The following bids were received:

Three Year

Olean (current lessee)- \$210.40/acre, \$15,780/year

Carlen- \$220/acre, \$16,111/year

Smith- only quote 15 of the 75 acres so we excluded him

Five Year

Olean (current lessee)- \$214.81/acre, \$16,500/year

Carlen- \$220.14/acre, \$16,511/year

The City historically has entered into a 3 year lease.

Recommended Action

Motion to approve a 3 year lease with Carlin in the amount of \$220/acre

Attachments:

Draft Lease

FARM LAND LEASE

The City of Annandale (“Lessor”) hereby leases to _____ (“Lessee”) the real property approximately 15 acres of vacant farmland (PID 102-500-191213) located west of the Pleasantview Cemetery approximately 45 acres of vacant farmland (PID 102-500-282300) located at the former wastewater treatment ponds/spray irrigation fields and approximately 15 acres of vacant farmland (PID 102-500-322100) located at 10719 70th Street NW consisting of to be mutually agreed upon by the parties at a site visit prior to planting (“Property”).

TERM OF LEASE/RENT.

The term of this lease shall be for a period of three growing season commencing on April 1, 2024, and ending on or before December 1, 2026. Lessee shall pay \$16,111 (220/acre) to Lessor each year for the use and possession of the Property but shall use the Property solely for the purpose of planting, growing, and harvesting crops.

OPERATIONS ON PREMISES.

All operations conducted on the Property by Lessee shall be in accordance with the best course of husbandry practiced in the geographical vicinity of the Property and shall not allow noxious weeds to grow on the Property. Under no circumstances may toxic substances be discharged upon the premises, except for the field application of agricultural chemicals when used in accordance with label directions. If Lessee fails to perform any of such obligation in the prescribed manner, after Lessor shall have given Lessee 10 days’ written notice of such failure, Lessor may enter the Property and take whatever action Lessor deems necessary to protect the Lessor’s interest. Lessee shall reimburse Lessor on demand for the cost of any action Lessor may take under the provisions of this paragraph.

TAXES AND INSURANCE.

Lessor shall be responsible for real estate taxes on the Property during the term of this Lease. The Lessee shall retain general liability insurance providing coverage for any claims or occurrences for personal injury, death or damage to property caused by, resulting from or arising out of the activities of the Lessee, on the maintenance of the Property by the Lessee in an amount of at least \$300,000 and naming the Lessor as additional insured. Lessee shall also maintain coverage on all personal property owned or used by the Lessee in the farming operation on the Property.

DAMAGE TO THE PROPERTY/HOLD HARMLESS.

If the Property is damaged by fire or other cause, Lessor shall have no liability or responsibility to undertake to restore such damage or to compensate Lessee for any loss due to crop damage.

Lessee agrees not to make any alterations or improvements to the Property other than planting crops which will be harvested within the Lease term and agrees to return the Property to Lessor in as good a condition as it now is.

Lessee shall indemnify and hold Lessor free and harmless from all claims, liability, loss, damage, or expense resulting from Lessee's occupation and use of the Property including, without limitation, any claim, liability, loss, or damage arising by reason of any injury, work performed or materials furnished to the Property, or any failure by Lessee to perform any provision of this lease or to comply with any requirement imposed on him or on the Property by any duly authorized governmental agency or political subdivision, or any failure or inability by Lessee to pay as they become due any obligation incurred by him in conducting his agricultural or other operations on the Property.

SUBLEASING.

Lessee agrees not to assign or sublet the Property to anyone else without Lessor's written permission.

ADDITIONAL AGREEMENTS.

This lease shall be binding upon and insure to the benefit of both parties and their respective heirs, executors, administrators, successors and assigns. This lease shall be construed in accordance with and governed by the laws of the State of Minnesota. This lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understandings or agreements between the parties.

Date: _____
_____, Tenant

Date: _____ CITY OF ANNANDALE, LANDLORD
By _____
Its City Administrator



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6J

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: DEED Grant Agreement

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 checked="" type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The City received a grant from MN Department of Employment and Economic Development's Redevelopment Grant Program for 20 Oak Ave South in the amount of \$176,050. Attached is a grant agreement that is required as part of accepting the grant award and a letter from DEED that outlines requirements of the grant. Here are a few key items for consideration:

Expiration Date- the project is required to be completed and all funds must be drawn by December 31, 2026.

Termination Clause- Redevelopment activities must commence shortly after receiving the award. If the first Reimbursement Request is not submitted to DEED by 12/31/24, DEED may terminate the grant.

Reporting- The City is required to report annually by July 25th until the project benefits are achieved.

Grant Repayment- If the project fails to substantially meet the project benefits, the grant may need to be repaid.

Project Benefits:

- Local Property Tax Increase- \$16,925
- New Jobs- 4
- Retained Jobs- 0
- Private Investment- \$1,700,000
- Total Housing Units 4
- Affordable Housing Units- 0

Recommended Action

Motion to Approve the Grant Agreement as presented.

Attachments:

- Grant Agreement
- DEED Letter

October 6, 2023

Kelly Hinnenkamp
City Administrator, City of Annandale
30 Cedar Street E – PO Box K
Annandale, MN 55302

Sent via email to: khinnenkamp@annandale.mn.us

Re: Redevelopment Grant Award for the 20 Oak project

Dear Kelly:

Congratulations on the city of Annandale's recent Redevelopment Grant award of \$176,050 from the Department of Employment and Economic Development (DEED). I wanted to introduce myself as the DEED project manager for this grant. The purpose of this letter is to share information necessary for the administration of this grant.

Grant Agreement

A grant agreement will be emailed to you soon. Please read it carefully, sign, and return to DEED via email as soon as possible. Signatures must be those authorized in the application's resolution. Once the grant agreement is fully executed, work may begin, and funds may be requested and disbursed. A few noteworthy sections of the grant agreement include:

Clause 1.1 Effective Date: Costs incurred prior to the execution of the grant agreement are not eligible for reimbursement. **Do not commence any work under the contract without prior approval from DEED.**

Clause 1.2 Expiration Date: All eligible activities listed in the grant agreement must be completed and all funds must be drawn by December 31, 2026.

Clause 2.1 Duties, Deliverables, and Completion Dates: Grant funds were awarded for the project described in the application. Any modifications to that project, including, but not limited to, the redevelopment plan, development plan, budget, or schedule must be approved by DEED. Please notify DEED of any changes to the project immediately.

Clause 2.2 (c) Payment of Contractors and Subcontractors: The Grantee must provide evidence that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

Clause 4.1 (c) Eligible Costs: This is the grant's approved budget. Only the activities listed in this section of grant agreement are eligible for grant reimbursement and/or match.

Clause 4.2 (a) Invoices: DEED makes payments on a reimbursement basis and will provide a payment request form once the grant agreement is fully executed. Payment requests submitted to DEED must be accompanied by supporting invoices from the general contractor and subcontractors performing the grant related work. Invoices must clearly state what work was completed, the dates the work was completed, and that work must directly relate to the activities listed

in the approved budget. The state's fiscal year ends June 30th. The grantee should make every effort to submit costs for the same fiscal year in which they were incurred. Additionally, final payment requests must be submitted to DEED 30 days prior to the grant-term expiration date.

Clause 5 Reporting: Annual reports must be submitted to DEED no later than July 25th until project benefits are achieved. The annual report form will be provided by your DEED project manager.

Clause 8 Authorized Representative: If the grantee's representative changes, please notify DEED immediately.

Clause 11 State Audits: DEED staff is required to audit the grant within one year of the grant's status change to "closed, pending monitoring." This change in grant status typically occurs once 100% of grant funds have been disbursed or the grant term ends. Be sure to retain all documents related to the grant. An audit of your accounting records will be conducted and must clearly show DEED funds (and any matching funds, if applicable) as revenues and expenditures.

Clause 16.2 Termination for Cause: Redevelopment activities funded by the grant must commence shortly after receiving an award, and the first Reimbursement Request must be submitted to DEED by December 31, 2024. The request must include invoices for eligible redevelopment costs incurred after the grant was awarded. Failure to meet this deadline may result in the termination of the grant.

Clause 19 Grant Repayment: Repayment of the grant will be required if the project fails to substantially provide the benefits listed in the grant application within five years from the date of the award. These benefits are listed below.

Clause 20 Minnesota Business Subsidy Law: This grant may be considered a business subsidy under [Minn. Stat. § 116J.993, Subd. 3](#). It is the grantee's responsibility to determine applicability.

Project Benefits

The application for which this grant award is made was scored using strict criteria. The project benefits included in your application outscored others that did not receive funding. Therefore, it is important that the benefits listed in the application are achieved. For this project, the expected benefits are:

Local Property Tax Increase: \$16,925
New Jobs: 4
Retained Jobs: 0
Private Investment (construction costs): \$1,700,000
Total Housing Units: 4
Affordable Housing Units: 0

Lastly, DEED wants to emphasize the importance of communication throughout the life of the project. We understand that projects are fluid and changes are sometimes necessary. We are invested in this project and want it to succeed. Clear and open communication is key to making the necessary adjustments to keep the project moving forward.

DEED is excited to partner with you on the 20 Oak project. If you have any questions, please contact me at 651-259-7147.

Sincerely,



Mary Vang
Brownfields and Redevelopment Unit

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. RDGP-23-0015-o-FY24
20 Oak Project

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development ("State") and city of Annandale, 30 Cedar Street E – PO Box K, Annandale, MN 55302 ("Grantee").

Recitals

1. Under [Minn. Stat. § 116J.575](#) the State is empowered to enter into this grant contract agreement.
2. The State is in need of programs that create jobs, increase local property tax and provide other public benefits by redeveloping underused or unproductive sites.
3. Pursuant to [Minn. Stat. § 16B.98](#), the Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

September 29, 2023, or the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), Subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

December 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or termination of this grant contract agreement: 5. Reporting Requirements; 7. Monitoring and Corrective Action; 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property Rights; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction and Venue; 17. Data Disclosure; 18. Conflict of Interest; 19. Grant Repayment; and 20. Minnesota Business Subsidy Law.

2 Grantee's Duties

2.1 *Duties, Deliverables, and Completion Dates.*

The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.

- (a) Comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a) (1).
- (b) Administer these grant funds in accordance with [Minn. Stat. §§ 116J.571](#) through [116J.575](#) and the application submitted on August 1, 2023 for funding for the 20 Oak Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.

- (c) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any material change in the development plans for the site must be presented to the State and approved. Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, eligible approved Redevelopment Costs as defined Section 4.1(c) of this grant contract agreement, or the project's timeline, which must be approved by the State, prior to implementation.
- (d) Provide evidence to the State prior to the closeout of the grant that the Redevelopment activities have been completed.
- (e) Adhere to all other requirements of this grant contract agreement.

2.2 **Provisions for Contracts and Sub-grants**

(a) **Contract Provisions.**

The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations.

(b) **Ineligible Use of Grant Funds.**

The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest-bearing loan, a non-interest-bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated, or converted into any type of loan.

(c) **Payment of Contractors and Subcontractors.**

The Grantee must provide evidence that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 **Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 **Consideration and Payment**

4.1 **Consideration**

The State will pay the Grantee under this grant contract agreement as follows:

(a) **Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted and will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out

of state. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved re-use of the income.

(c) Eligible Costs

The following table represents the total approved Redevelopment Costs. The Grantee may not use these funds for administrative costs associated with managing this grant or the project this grant is funding.

Grant Eligible Activities	Amount
Acquisition of Building (match only)	\$147,100
Asbestos Abatement	\$45,000
Demolition	\$150,000
Public Infrastructure (sewer and water upgrades)	\$10,000
Total	\$352,100

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$176,050.

In accordance with [Minn. Stat. § 116J.575](#), Subd. 1, the grant may pay for up to 50% of the eligible costs for a qualifying site. This requires a local match of at least 50%. For the purpose of this project, based on the budget above, the local match portion is at least \$176,050, which may come from any other funding source available to the Grantee.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 50% of the total approved Redevelopment Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. In order to ensure that all funds are drawn prior to the expiration date of the grant, all payment requests must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

Any grant funds not reimbursed to the Grantee shall revert back to the State.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. § 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a)** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§ 177.41](#) through [177.44](#), consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Reporting Requirements

The Grantee must submit to the State annual reports on the use of grant funds and the progress of the Project covering July 1st through June 30th of each year. Each annual report must be received by the State no later than July 25th of each year. The annual report must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the Grantee, with past due reports. In addition, the Grantee shall submit a final annual report. The State will provide annual reporting form.

6 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

7 Monitoring and Corrective Action

The Grantee agrees to permit monitoring by the State to determine grant contract agreement performance and compliance with grant contract agreement provisions. The Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and the Grantee agrees to implement and comply with such corrective action as is proposed by the State. The Grantee must provide any financial records, timesheets or other supporting documentation, upon the request of the State.

8 Authorized Representative

The State's Authorized Representative is Mary Vang, Project Manager, 332 Minnesota Street, St. Paul, MN 55101, (651)259-7147, mary.vang@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Kelly Hinnenkamp, City Administrator, 30 Cedar Street E – PO Box K, Annandale, MN 55302, (320)274-3055, khinnenkamp@annandale.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

9 Assignment, Amendments, Adjustments, Waiver and Grant Contract Agreement Complete

9.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement or their successors in office.

9.2 Amendments

Any amendments to this grant contract agreement, with the exception of Grant Adjustment Notices (GANs), must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement or their successors in office.

9.3 Grant Adjustment Notices (GANs)

GANs must be approved by the State in writing and may require a written change request by the Grantee. A GAN may be used for non-substantive changes that do not affect grant requirements,

including, but not limited to, changing grant status activity, or changing budget amounts within approved grant eligible activities that do not increase the awarded value. All other changes require formal amendment as stated in Section 9.2.

9.4 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

9.5 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

10 Liability

Subject to the provisions and limitations of [Minn. Stat. § 466](#), the Grantee must indemnify, save and hold the State, its agents and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents, employees or independent contractors. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

11 State Audits

Under [Minn. Stat. § 16B.98](#), Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Redevelopment Costs for each year in which grant disbursements and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense,

from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Publicity and Endorsement

14.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications or services provided resulting from this grant contract agreement. For DEED logos, please contact the State's Authorized Representative.

14.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Termination

16.1 *(a) Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) Termination by the Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

16.2 *Termination for Cause*

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before December 31, 2024, or such

a later date requested by the Grantee and approved by the State in writing, or the State's obligation to fund the Grant may be terminated. Invoices must be for approved Redevelopment Costs incurred after the grant contract agreement is fully executed. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn. Stat. § 16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](#) (Current Policies tab). When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form.

19 Grant Repayment

If a project fails to substantially provide the public benefits listed in the grant application within five years from the date of the grant award, the State may require that 100% of the grant amount be repaid by the Grantee over a term not to exceed ten years. The State may exercise discretion to require repayment of only a portion of the grant amount taking into account the public benefits generated by the completed development.

20 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 through 116J.995.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: Robin Culbertson

Date: 10/13/23

SWIFT Contract/PO No(s): 237900 PR 81999 PO 3000533687

2. GRANTEE

The Grantee certifies that the appropriate person(s) has executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: City Administrator

Date: _____

By: _____

Title: Mayor

Date: _____

3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6J

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: Appointment of Firefighter

Core Strategy:

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

Background

The Fire Department is requesting appointment of Fire Fighter Caleb Hoeft effective 11/1/23.

Recommended Action

Motion to Approve as presented

Attachments:

- None



City Council Agenda

November 13, 2023

Agenda Section: Consent

Report From: Administration

Agenda No. 6L

Agenda Item: Consideration of Adopting
Resolution Accepting Donations

Core Strategy:

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

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

Background

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

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

- City of Annandale Staff Donation:

Recommended Action

Motion to adopt attached Resolution accepting the donations for \$150.00.

Attachments:

Resolution

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

RESOLUTION ACCEPTING DONATIONS TO CITY

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

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

<u>Name of Donor:</u>	City of Annandale Staff
<u>Donation Type:</u>	Tree at Municipal Park
<u>Amount:</u>	\$

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

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

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

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

Adopted by the City Council of Annandale this 13th day of November, 2023.

Shelly Jonas, Mayor

Attested:

Kelly Hinnenkamp, City Administrator/Clerk



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6M

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: Personnel Policy Amendments

Core Strategy:

- | | |
|--|---|
| <input type="checkbox"/> Inspire Community Engagement | <input checked="" 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: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |
-

Background

The following two amendments to the City's Personnel Policy are proposed:

Amendment to Holiday Leave-

The City Council approved amending the Holiday Leave to amend Christmas Eve to an 8 hour Holiday. Attached is the proposed amendment.

Earned Sick and Safe Time (ESST)-

Effective January 1, 2024, cities are required to provide ESST to employees who work at least 80 hours in a year. The new law requires at least 1 hour for every 30 hours worked not to exceed 48 hours in a calendar year. The City has options in meeting the new requirements including 1) how we address the City's current sick leave policy, which exceeds the new law and 2) how we allow for the accrual of the new ESST.

1) Current Sick Leave policy- the City is required to adopt the new law in the form of an addition to the current sick leave policy or the City could adopt the new language under the current sick leave policy. If the City chooses to separate the ESST from Sick leave, we would need to adjust our payroll system to track ESST different from sick leave for current benefit earning staff. This is doable, but will require additional staff time and it will create an additional leave bucket for staff with different definitions of eligible uses that may create confusion. An alternative to this would be the City replacing the current sick leave language with the ESST language. The most significant changes from our current sick leave policy include the following:

- ESST offers broader eligible uses than most sick leave policies, such as:
 - A more inclusive definition of family members.

- The ability to use ESST for closure of the employee's place of business due to weather or other public emergency.
- An employee's need to care for a family member whose school or place of care has been closed due to weather or another public emergency (Minn. Stat. § 181.9447, subd. 1(4)).
- Unlike most sick leave policies, the ESST law includes several anti-retaliation provisions prohibiting discipline or interference with an employee's right to use ESST (Minn. Stat. § 181.9447, subd. 6).

Staff has reviewed all of the requirements and feels the broader policy from our current policy is not significant enough to outweigh the impact to our reporting and tracking of sick and ESST. It also would be a good practice to implement the new law without complication or impact to the City's current benefit schedule. Based on these factors, staff is recommending the City replace the City's current sick leave policy in its entirety to ESST.

2) How the new ESST accrual is applied for PT staff- The new law provided options for how the city accrues ESST for staff. At a minimum the City needs to provide 1 hour for every 30 hours, not to exceed 48 hours in a calendar year for all staff that work at least 80 hours in a calendar year. The law allows cities to front load these hours in lieu of tracking an accrual every 30 hours worked. The law allows either 48 hours annually or 80 hours annually. Given the City is able to calculate the accrual in our payroll system, staff is recommending we provide 1 hour of ESST for every 30 hours worked. This will include all PT staff (officers, DMV), Seasonal Worker (Public Works) and Fire Fighters. The new law does not apply to City Council or Commission members.

Recommended Action

Motion to Approve Personnel Policy Amendments as presented.

Attachments:

- Holiday Leave Amendment
- ESST Leave

HOLIDAYS

The City observes the following official holidays for all regular full-time and part-time employees:

New Year's Day*	Labor Day*
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day*
Memorial Day*	Friday after Thanksgiving
Juneteenth	Christmas Eve (4 hours) *
Independence Day*	Christmas Day*

*Prime Holidays

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter.

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for city operations/facilities that are closed on holidays.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Permanent Part-time employees will receive prorated holiday pay based on the number of hours normally scheduled. Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for employees required to work on a prime holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday. Prime holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve (4 hours) and Christmas Day.

Holiday hours should not be considered hours worked in calculation of overtime benefits. Holiday hours should be compensated as straight time.

Employees wanting to observe holidays other than those officially observed by the City may request either vacation leave or unpaid leave for such time off.

LEAVES OF ABSENCE

Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., the Family and Medical Leave Act is likely to apply during a workers' compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Sick-Earned Sick and Safe Leave

Earned Sick and Safe Sick leave is paid time off earned as follows:

- Full Time Staff- 8 hours monthly
- Permanent PT Staff at .9 FTE- 7.2 hours monthly
- Permanent PT Staff at .8 FTE- 6.5 hours monthly
- Part Time Staff- 1 hours for every 30 hours worked, up to a maximum of 48 hours annually.

The hourly rate of Earned sick and Safe Leave is the same hourly rate an employee earns from employment with the City. This leave applies to all employees performing work for at least 0 hours in a year for the City. authorized absence from work with pay, granted to qualified full time and part time employees. Sick leave is a privilege, not a right.

Earned Sick and Safe Leave Use

The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll system (.25 hours) for the following circumstances:

An employee's own:

- Mental or physical illness, injury or other health condition
- Need for medical diagnosis, care or treatment, of a mental or physical illness
- injury or health condition
- Need for preventative care
- Closure of the employee's place of business due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking

- Obtain services from a victim services organization
- Obtain psychological or other counseling
- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

Care of a family member:

- With mental or physical illness, injury or other health condition Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

For Earned Sick and Safe Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

Advance Notice for use of Earned Sick and Safe Leave

If the need for sick and safe leave is foreseeable, the city requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. When an employee uses Earned Sick and Safe time for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

Carry Over of Earned Sick and Safe Leave

Employees are eligible for carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed 360 hours for Full Time and Permanent Part Time and 80 hours for Part Time staff.

Retaliation prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.

Benefits and return to work protections

During an employee's use of Earned Sick and Safe Leave, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation , previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

- ~~• Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained below. Sick leave does not accrue during an unpaid leave of absence. Full-time employees will accumulate sick leave at a rate of eight (8) hours per month.~~
- ~~• Permanent Part-time employees will accumulate sick leave on a pro-rated basis.~~
- ~~• Temporary and seasonal employees will not earn or accrue sick leave.~~
- ~~• Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.~~
- ~~• During Training/Evaluation period, employees shall not be allowed to utilize accumulated sick leave until they have been employed continuously for six months.~~
- ~~• The maximum number of sick hours an employee may accrue is limited to three hundred and sixty (360) hours. Up to 3 days of the sick leave time allotted annually may be used as personal leave for reasons other than illness, in the employee's discretion (in increments of not less than 1 hour). Personal leave days may **not** be carried over from year to year and a maximum of 3 such days will be allowed each year. However, if an employee does not use 3 of his/her sick leave days for personal leave annually, the remaining days or hours will be carried over as sick leave according to the sick leave policy outlined herein. (Amended 6-13-22, effective 1-1-23)~~
- Sick leave incentive program: An Full Time or Permanent employee shall earn one-fourth (1/4) day paid vacation or one-fourth (1/4) days' pay in lieu of said vacation per month at the employee's option with the option being selected in December of each year for the next calendar year running December 1st and terminating November 30th. This option is only active and available when the beginning sick leave balance is forty-five (45) days each month. In the event an employee takes sick leave then the employee cannot earn the one-fourth (1/4) day stipulated for that month. The cash in lieu option will be paid if applicable on the first payroll check in December of each year. December 1st will be the date used in calculating the vacation or days' pay in lieu of said vacation option. Accrued and unused sick leave will **not** be paid to the employee upon termination of employment except in accordance with the City's severance policy.

Sick leave may be used as follows:

- ~~• When an employee is unable to perform work duties due to illness or disability (including pregnancy).~~
- ~~• For medical, dental or other care provider appointments.~~
- ~~• When an employee has been exposed to a contagious disease of such a nature that his/her presence at the workplace could endanger the health of others.~~
- ~~• To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.~~
- ~~• To take children, or other family members to a medical, dental or other care provider appointment.~~
- ~~• To care for an ill spouse, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister or brother.~~

~~Pursuant to Minn. Stat. §181.9413, eligible employees may use up to 160 hours of sick leave in any 12-month period for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent,~~

~~grandparent, stepparent, parent-in-law (mother-in-law and father-in-law), and grandchild (includes step-grandchild, biological, adopted, or foster grandchild).~~

- ~~• Safety leave Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12-month period.~~

~~After accrued sick leave has been exhausted, vacation leave may be used upon approval of the City Administrator, to the extent the employee is entitled to such leave.~~

To be eligible for sick leave pay, the employee will:

- Communicate with his/her immediate supervisor, as soon as possible after the scheduled start of the workday, for each and every day absent;
- Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
- Submit a physician's statement upon request.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The City has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The City will arrange and pay for an appropriate medical evaluation when it is required by the City.

Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave.

Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the City Administrator.

Employees who leave the employment of the City in good standing by retirement or resignation will receive pay for unused sick leave as outlined in the 'Benefits' section of this policy.



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6N

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: PT Wages

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: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The City Council approved changes to the Police Department Pay structure at the September 27th Council Meeting. As part of the proposed changes, the Chief and Personnel recommend amending the PT Police Wage to \$35/hr effective 9/23/23.

Recommended Action

Motion to Approve the amended wage as presented.

Attachments:

- None



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6O

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: Hearing for Fee Amendments

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: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The City reviews the fees annually in December and is required to hold a public hearing. The December meeting is scheduled for December 11th.

Recommended Action

Motion to call a public hearing for December 11th to consider amendments to the City's fee schedule.

Attachments:

- None



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6P

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: Site Use Agreement

Core Strategy:

- | | |
|--|--|
| <input checked="" 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 type="checkbox"/> Other: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The City allows part of the Community Room at City Hall for the purpose of senior dining. Catholic Charities requests the senior dining room between the hours of 10:00am and 1:30pm Monday through Friday throughout the year. The City has provided this space at no charge.

Recommended Action

Motion to approve the Site Use Agreement as presented.

Attachments:

- Site Use Agreement



CATHOLIC CHARITIES SENIOR SERVICES
157 Roosevelt Rd, Suite 200, Sr. Cloud MN 56301
320.229.4584 | fax 320.253.7464
www.ccstcloud.org

October 18, 2023

City of Annandale
Attn: City Administrator
30 Cedar Street E
Annandale, MN 55302

Dear City Administrator,

Attached you will find two copies of the Site Use Agreement allowing Catholic Charities Senior Dining Program to partner with the City of Annandale to provide meals for seniors in the Annandale and surrounding communities. Please sign both copies. Keep one for your records and return our copy, updating your email address and phone number. Return in the enclosed self-addressed envelope by November 20, 2023.

It continues to be a pleasure working with the City of Annandale to provide meals to seniors in Annandale and surrounding communities. We look forward to a continued strong working relationship.

If you would have any questions about the enclosed material, feel free to contact me directly at (320) 229-4591 or email me at shannon.nolan@ccstcloud.org.

Best wishes to you and your family.

Sincerely,

Shannon Nolan

Shannon Nolan
Senior Dining Program Manager
Catholic Charities

**CATHOLIC CHARITIES SENIOR DINING
PROGRAM**
Site Use Agreement



BETWEEN CATHOLIC CHARITIES:

Senior Dining Program
157 Roosevelt Road, Suite 200
St. Cloud, MN 56301

Program Manager: Shannon Nolan
Email: shannon.nolan@ccstcloud.org
Phone: 320-229-4591

AND COMPANY:

City of Annandale
30 Cedar Street East
Annandale, MN 55302

Site Contact: _____

Email: _____

Phone: _____

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Senior Dining Program in Annandale, Minnesota.

This agreement made this 1st day of January 1, 2024 by and between Annandale City Hall, 30 Cedar Street E Annandale, MN 55302, thereafter referred to as the Company and the Catholic Charities Senior Dining Program, 157 Roosevelt Road, Suite 200, City of St. Cloud and the State of Minnesota, hereafter called Senior Dining, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. **TERM OF AGREEMENT:** The term of this agreement shall be in effect beginning January 1, 2024, and continuing until either party deems it necessary to change specifications stated in the agreement. The agreement may be changed by either party upon 60 days' written notice thereof to the other.

II. There will be no charge for the use of the facilities.

III. All correspondence regarding this agreement will be between the Senior Dining Program Manager and City of Annandale Administrator.

IV. Senior Dining agrees and shall abide, conform to, and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of Annandale, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of Annandale, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by Senior Dining.

V. Senior Dining usually observes the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Other days of closing will be determined by Senior Dining and the Company.

VI. Senior Dining agrees to restore the used facilities to regulatory cleanliness at the end of each day. The intention is for staff to leave the facilities in the same condition as they were prior to entering.

Basic custodial services such as floor maintenance, window washing, cleaning of restrooms, washing and/or painting of walls, and snow removal are the responsibility of the Company.

VII. Senior Dining shall at its own expense procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all staff relating to the site mentioned above. Senior Dining shall hold the building owner harmless for damages or injury occurring on the rented premises for which Senior Dining is found liable.

VIII. The Company agrees to assume sole financial responsibility for the facility due to mechanical and electrical problems and to repair damage as a result of the above. Replacement of any lost perishable food due to mechanical or electrical problems will be the responsibility of the Senior Dining program provided regular maintenance of equipment owned by the company is completed.

IX. In the event Senior Dining or the Company must cancel all or part of the terms of this agreement, both parties will provide the other agency with 60 days' written notice. Upon written receipt by the Company from Catholic Charities Senior Dining, this agreement is subject to immediate termination by Senior Dining should federal, state, or local dollars be reduced or withdrawn.

X. Senior Dining may use the Community Room Monday through Friday during the hours of 10:00 a.m. to 1:30 p.m.

XI. The Company agrees to furnish Senior Dining information about insurance coverage and the dollar value of each type of coverage carried which relates to the facility and persons using the facility.

XII. Other:

XIII. CATHOLIC CHARITIES
SENIOR DINING PROGRAM

OWNER/OPERATOR

Shannon Nolar

Senior Dining Program Manager

Date 10/18/23

Date _____

**CATHOLIC CHARITIES SENIOR DINING
PROGRAM**
Site Use Agreement



BETWEEN CATHOLIC CHARITIES:

Senior Dining Program
157 Roosevelt Road, Suite 200
St. Cloud, MN 56301

Program Manager: Shannon Nolan
Email: shannon.nolan@ccstcloud.org
Phone: 320-229-4591

AND COMPANY:

City of Annandale
30 Cedar Street East
Annandale, MN 55302

Site Contact: _____

Email: _____

Phone: _____

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Senior Dining Program in Annandale, Minnesota.

This agreement made this 1st day of January 1, 2024 by and between Annandale City Hall, 30 Cedar Street E Annandale, MN 55302, thereafter referred to as the Company and the Catholic Charities Senior Dining Program, 157 Roosevelt Road, Suite 200, City of St. Cloud and the State of Minnesota, hereafter called Senior Dining, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. **TERM OF AGREEMENT:** The term of this agreement shall be in effect beginning January 1, 2024, and continuing until either party deems it necessary to change specifications stated in the agreement. The agreement may be changed by either party upon 60 days' written notice thereof to the other.

II. There will be no charge for the use of the facilities.

III. All correspondence regarding this agreement will be between the Senior Dining Program Manager and City of Annandale Administrator.

IV. Senior Dining agrees and shall abide, conform to, and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of Annandale, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of Annandale, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by Senior Dining.

V. Senior Dining usually observes the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Other days of closing will be determined by Senior Dining and the Company.

VI. Senior Dining agrees to restore the used facilities to regulatory cleanliness at the end of each day. The intention is for staff to leave the facilities in the same condition as they were prior to entering.

VII. Senior Dining shall at its own expense procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all staff relating to the site mentioned above. Senior Dining shall hold the building owner harmless for damages or injury occurring on the rented premises for which Senior Dining is found liable.

IX. In the event Senior Dining or the Company must cancel all or part of the terms of this agreement, both parties will provide the other agency with 60 days' written notice. Upon written receipt by the Company from Catholic Charities Senior Dining, this agreement is subject to immediate termination by Senior Dining should federal, state, or local dollars be reduced or withdrawn.

XI. The Company agrees to furnish Senior Dining information about insurance coverage and the dollar value of each type of coverage carried which relates to the facility and persons using the facility.

OWNER/OPERATOR

Date _____



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6Q

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: Liquor License- Expanse

Core Strategy:

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

Background

Collins Vision Builder's LLC has requested a Strong Beer and Wine License for the property located at 30/40 Chestnut Street East. They are proposing opening a business called Expanse that will offer food and entertainment. The owner currently holds an on-sale Liquor License for Southbrook Grille and Billy D's.

Recommended Action

Motion to approve Resolution as presented

Attachments:

- Resolution
- Application

RESOLUTION
No. 23-__

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION APPROVING ANNUAL LIQUOR LICENSES

WHEREAS, the City received an application from Collins Vision Builders, LLC for a Strong Beer and Wine License, and

WHEREAS, the City Council has reviewed the application, which applications are on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the Annandale City Council approves the following liquor licenses upon payment of the license fees and State approval effective from November 13, 2023, 2023 through July 31, 2024:

COLLINS VISION BUILDERS, LLC
Dbas, The Exapance

STRONG BEER AND WINE
30/40 CHESTNUT STREET E

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

WHEREUPON, said resolution was declared duly passed and adopted this 13th day of November, 2023.

City Clerk



City Council Agenda

November 13, 2023

Agenda Section: Consent

Report From: Jacob Thunander, Community Development Director

Agenda No. 6R

Agenda Item: Consideration of Reappointing Planning Commission and Park Commission Members with Expiring Terms

Core Strategy:

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|--|--|
| <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 type="checkbox"/> Other: |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The Planning Commission and Park Commission consists of five Annandale residents appointed by the Council for 3-year terms. The following Commissioner terms are set to expire:

Chris Strand, Planning Commissioner

Term Expires: December 31, 2023

*Serving the Commission since November 1, 2021.

Emily Combs, Planning Commissioner

Term Expires: December 31, 2023

*Serving the Commission since November 1, 2021.

Lee Peterson, Park Commissioner

Term Expires: December 31, 2023

*Serving the Commission since May 1, 2010.

Alex Becker, Park Commissioner

Term Expires: December 31, 2023

*Serving the Commission since May 8, 2023.

City ordinance (Section 31.45-31.49 & 31.80-31.88) allows Planning Commission members to serve three full three-year terms and Park Commission members to serve two full three-year terms. The Council may appoint members to serve additional terms.

Recommended Action

Reappoint Commissioner Strand, Combs, Peterson, and Becker with terms to expire on December 31, 2026.

Attachments:

- Council and Commission Member Terms

2023 ANNUAL COUNCIL AND COMMISSION MEMBERS

COMMISSIONS/BOARDS

City Council

<u>NAME</u>	<u>TERM</u>	<u>EXPIRES</u>
Shelly Jonas, Mayor	2 yr	12/31/2024
Corey Czycalla	4 yr	12/31/2026
Tina Honsey	4 yr	12/31/2026
James "JT" Grundy	4 yr	12/31/2024
Matthew Wuollet	4 yr	12/31/2024

Planning Commission (3-year staggered terms)

Lonnie Baack	3 yr	12/31/2024
Christopher Strand	3 yr	12/31/2023
Emily Combs	3 yr	12/31/2023
Jeff Harkman	3 yr	12/31/2025
VACANT	3 yr	12/31/2024

Park Commission (3-year staggered terms)

Rich Wagner	3 yr	12/31/2024
Tiera Marsh	3 yr	12/31/2024
Alex Becker	3 yr	12/31/2023
Greg Roth	3 yr	12/31/2024
Lee Peterson	3 yr	12/31/2023



City Council Agenda

November 13, 2023

Agenda Section: Consent

Report From: Jacob Thunander, Community Development Director

Agenda No. 6S

Agenda Item: Consideration of Amending Chapter 31 of the City Code Related to the Park Commission

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 type="checkbox"/> Other: |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

BACKGROUND

The organization of the Park Commission is established by City Code and pursuant to State Statute 412.

The current ordinance is outdated. Staff, including the City Attorney, have provided a draft update of the ordinance for Council review.

In summary the following changes are proposed:

- Allowing members to be 18 years of age or older to serve.
- Redefining terms and allowing members to serve more than 2 full three-year terms if appointed.
- Removal of Treasurer and addition of definitions of officers. Staff will be designated Secretary.
- Removal of “Reports” since the Commission recommendations are forwarded to the City Council following each meeting.

PARK COMMISSION REVIEW

The Park Commission reviewed the proposed ordinance amendment and unanimously recommended approval.

Recommended Action

Adopt Ordinance 411.

Attachments:

- Current Ordinance
- Draft Amended Ordinance

PARK COMMISSION

SECTION 31.80 PARK COMMISSION.

There is hereby created and established the Annandale Park Commission pursuant to Minnesota Statutes, Chapter 412.111 & 412.501, and laws amendatory thereof and supplemental thereto. Said board shall consist of five (5) members as appointed by the City Council, at least twenty-one (21) years of age and shall be residents of the City of Annandale.

SECTION 31.81 TERMS.

The initial Commission shall consist of two (2) members holding office until December 31, 2007; two (2) members holding office until December 31, 2008; and one (1) member holding office until December 31, 2009. Thereafter, the term of office of commission members shall be three (3) years. A member may serve two (2) full three-year terms. Council prefers one member be appointed from the Planning and Zoning Commission. All terms shall end with the fiscal year. Vacancies in said commission shall be filled by appointment of the City Council and any commission member so appointed shall serve the remaining term of the vacated commission member.

SECTION 31.82 REMOVAL.

The Mayor, with approval of the City Council, may remove any member of the Park Commission for misconduct or neglect of duties.

SECTION 31.83 ORGANIZATION.

Immediately after appointment, such commission shall organize by electing one of its number as chair and one as vice-chair, and from time to time it may appoint such other officers as it deems necessary. The commission shall adopt such bylaws and regulations for the government of the park commission and for the conduct of its business as may be expedient and comfortable to law.

SECTION 31.84 COMPENSATION.

Commission members shall be compensated per section 30.12 for their services and may be reimbursed for actual and necessary traveling expenses incurred in the discharge of park commission duties and activities.

SECTION 31.85 TREASURER.

The City Clerk-Treasurer shall be the Treasurer for the park commission, but shall not be a member thereof.

SECTION 31.86 REPORTS.

As soon as practicable following the end of the fiscal year the park commission shall report to the City Council on past year activities, and such other information as it deems advisable.

SECTION 31.87 POWERS.

The park commission shall have such powers as commensurate with Minnesota Statutes Chapter 412, and laws amendatory thereof or supplemental thereto.

SECTION 31.88 PURPOSE.

Study and determine the park, trails and open space needs of the City and serve as an advisory body providing recommendations to the City Council on matters pertaining to planning, programming, evaluating and funding of park and recreational facilities and programs.

CITY OF ANNANDALE
COUNTY OF WRIGHT
STATE OF MINNESOTA

ORDINANCE 411

AMENDING THE PARK COMMISSION ORDINANCE

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

Section 1. Annandale City Code Section 31.80-31.88 is hereby amended to read as follows:

PARK COMMISSION

~~SECTION 31.80 PARK COMMISSION.~~

~~There is hereby created and established the Annandale Park Commission pursuant to Minnesota Statutes, Chapter 412.111 & 412.501, and laws amendatory thereof and supplemental thereto. Said board shall consist of five (5) members as appointed by the City Council, at least twenty-one (21) years of age and shall be residents of the City of Annandale.~~

SECTION 31.81 PURPOSE.

The Park Commission is hereby established to serve as an advisory commission to the City Council. The Commission shall have such powers as commensurate with Minnesota Statutes Chapter 412, and laws amendatory thereof or supplemental thereto.

SECTION 31.82 DUTIES OF THE COMMISSION.

The Park Commission studies and determines the parks, trails and open space needs of the City and serve as an advisory body providing recommendations to the City Council on matters pertaining to planning, programming, evaluating and funding of park and recreational facilities and programs.

SECTION 31.81~~23~~ TERM MEMBERSHIPS.

~~The initial Commission shall consist of two (2) members holding office until December 31, 2007; two (2) members holding office until December 31, 2008; and one~~

~~Said board~~The Park Commission shall consist of five (5) members as appointed by a majority vote of the City Council. Members must be at least twenty-oneeighteen (2118) years of age and age and shall be residents of the City of Annandale.

~~(1) member holding office until December 31, 2009. Thereafter, T~~he term of office of

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commission members shall be three (3) years and staggered so that no more than two members' terms expire in a given year. All terms shall expire on December 31 of a given year. A member may serve two (2) full three-year terms but may serve more if reappointed by the City Council. ~~Council prefers one member be appointed from the Planning and Zoning Commission. All terms shall end with the fiscal y~~

Commission members may be removed for ~~any reason~~ cause after a hearing by a majority vote of the City Council.

~~ear.~~ Vacancies in said commission shall be filled by appointment ~~of~~ by the City Council and any commission member so appointed shall serve the remaining term of the vacated commission member.

SECTION 31.84 COMPENSATION.

Commission members shall be compensated per Section 30.12.

SECTION 31.865 MEETINGS.

~~Regular meetings shall be held on a date established by the Parks Commission. In~~ conformance with the Minnesota Open Meeting Law, all meetings are open to the public and shall ~~The meeting shall be open to the general public. Regular meetings shall~~ be held on a date established by the ~~Parks~~ Commission. Special meetings may be called occasionally and will be properly noticed. It is the City Council's intention to encourage Park Commission members to attend all Park Commission meetings.

SECTION 31.8376 ORGANIZATION OFFICERS.

(A) Immediately after appointment, such commission shall organize by electing one of its number as chair and one as vice chair, and from time to time it may appoint such other officers as it deems necessary. The commission shall adopt such bylaws and regulations for the government of the park commission and for the conduct of its business as may be expedient and comfortable to law. Elections. The Park Commission shall elect at its first meeting of the year from its membership a Chair and Vice Chair, and Secretary. These officers shall serve for the year and shall have powers as may be prescribed in the rules of the Commission. City staff will serve as secretary for the Commission.

(B) Duties of Chair. The Chair shall preside at all meetings of the Park Commission, shall represent the Commission as appropriate, and shall have duties normally conferred and parliamentary usage of such officers perform all duties and functions assigned by the Commission or City Council.

(C) Duties of Vice Chair. The Vice Chair shall act for the Chair during absence.

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(D) Duties of Secretary. ~~A Secretary may be appointed who is not a member of the Commission but can be employed as a member of city staff.~~ The Secretary shall keep the minutes and records of the Commission; and with the assistance of ~~staff as Commission members is available~~ shall prepare the agenda of the regular and special meetings ~~for Commission members~~, arrange proper and legal notice of hearings when necessary, attend to correspondence of the Commission, and other duties as are normally carried out by a Secretary.~~SECTION 31.84- COMPENSATION.~~

Section 2. This Ordinance shall be placed into effect upon passage and publication.

Adopted this 13th day of November, 2023.

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Shelly Jonas, Mayor

ATTEST:

Kelly Hinnenkamp, City Administrator

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~~Commission members shall be compensated per section 30.12 for their services and may be reimbursed for actual and necessary traveling expenses incurred in the discharge of park commission duties and activities~~
SECTION 31.87 POWERS.

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The park commission shall have such powers as commensurate with Minnesota Statutes Chapter 412, and laws amendatory thereof or supplemental thereto.

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SECTION 31.88 PURPOSE.

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Study and determine the park, trails and open space needs of the City and serve as an advisory body providing recommendations to the City Council on matters pertaining to planning, programming, evaluating and funding of park and recreational facilities and programs.

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City Council Agenda

November 13, 2023

Agenda Section: New Business

Report From: Planning

Agenda No. 6T

Agenda Item: Consideration of entering into an Agreement for a right of way easement for Ash Street and a request for Rezoning from Industrial District (I-1) to High Density Multi-Family Residential District (R-5)

Applicant: Pintail Preserve LLC (Brian Bruggeman)

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 | |

SITE INFORMATION & BACKGROUND

PID: 217-000-252200

Legal Description: Unplatted Land – Southside Township

Zoning District: N/A

Comprehensive Plan: Residential

Surrounding Site Use: North: Southside Township/Agricultural
East: Southside Township/Agricultural, City/Agricultural
South: Preserves of Lake John/R-1
West: Lake John/Southside Township/Residential

Planning Case Number: 2023-10

Deadline for Decision: N/A (60-day deadline)

BACKGROUND

Ryan Excelsior Properties, LLC. (Perry Ryan) has submitted for concept plat review for a potential 44-lot single family subdivision on approximately 30 acres. Rezoning to R-1 would be required for this proposal.

The proposal would continue the pattern established with the development to the south, which relocated Nevens Avenue to the east. The applicant proposes five lots riparian to Lake John and 39 non-riparian lots.

COMPREHENSIVE PLAN

The property is currently within the Wright County Transition Area. These are the areas identified for future urban growth for the adjacent municipalities.

The City's Comprehensive Plan identifies this property within the City's growth area. It is identified as being designated as a Residential property. This corresponds with the City's R-1, One Family Residential District.

ZONING STANDARDS

R-1 District Standards

As stated, the property would require a rezoning to R-1, One Family Residential following annexation to the City. The property would also be within the Shoreland Overlay. The R-1 District requires lots to be a minimum of 75 feet wide and 10,000 square feet in area. The front yard setbacks are required at 30 feet, 20 feet to the rear, 10 feet to the side for internal lots, and 20 feet to the side of a corner lot.

Shoreland District Standards

Shoreland District standards require lots of 75 feet in width and 20,000 square feet in area for riparian lots. Non-riparian lots require the same width and 15,000 square feet in area. Impervious surfaces are capped at 25% per lot. The setback to the ordinary high water mark is 75 feet.

Performance Standards

Housing Standards

The City has minimum performance standards for single family houses that the applicant will need to meet.

Lot Width / Frontage

On the preliminary plat, each lot must demonstrate conformance to the required lot width and frontage standards. The definition of lot width in the Shoreland Ordinance is different than that in the regular Zoning Ordinance. In the Shoreland Ordinance, it is defined as "the shortest distance between lot lines measured at the midpoint of the building line" with the building line being defined as "a line parallel to a lot line or the ordinary high water level at the required setback beyond which a structure may not extend."

In the Zoning Ordinance, it is stated that lot width is defined as "shall mean the minimum horizontal distance between the side lot lines of a lot measured within the first 30 feet of the lot depth." The Zoning Ordinance also defines lot line front as "that boundary of a lot which abuts an existing or dedicated public street, and in the case of a corner lot it shall be the shortest dimension on a public street. If the dimensions of a corner lot are equal, the front line shall be designated by the City." Lot depth is defined as "the mean horizontal distance between the front lot line and the rear lot line of lot."

The applicant will need to demonstrate that all the lots meet both sets of standards.

Lot Area

The Zoning Ordinance defines lot area as "the area of a lot in a horizontal plane bounded by the lot lines, excluding wetlands, waterbodies, road right of way, required buffer strips, easements,

and slopes steeper than three to one.” Such deductions will need to be depicted on the preliminary plat to accurately determine lot area.

Each lot must meet the requisite area standards within this definition.

Lowest Floor Elevations

The Zoning Ordinance requires that the building pads be set at least 3 feet above the seasonal high water of any adjacent wetlands. Additionally, the Shoreland Ordinance requires the “lowest floor at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher.”

Building Height

Building height in the Shoreland Ordinance is limited to 25 feet as measured to “the vertical distance between the highest adjoining ground level at the building or ten feet above the lowest ground level, whichever is lower, and the highest point of a flat roof or average height of the highest gable of a pitched or hipped roof.”

Floodplains

The applicant will need to demonstrate the floodplain on the preliminary plat and demonstrate conformance to the Shoreland and Flood Management Ordinances.

Natural Resources

The City has an ordinance related to the preservation of natural resources. A natural resources plan will need to be provided.

The applicant will need to depict adequate buffers and setbacks to wetlands. Wetland impacts will need to be reviewed and approved by the requisite authorities.

Trees are also a component of the natural resources plan. A tree survey and removal plan is required. With tree removal, tree replacement may be required.

Landscaping

The applicant will need to provide a landscaping plan that depicts plantings that meet the minimum requirements of the City.

A plan for restoration of the shoreland area will also be required. This plan will need to be subject to comment from the Department of Natural Resources.

SUBDIVISION ORDINANCE STANDARDS

Streets & Access

The site would be accessed through an extension of the relocated Nevens Avenue from the south. This connection would connect the Preserves of Lake John to the development.

The Applicant will need to demonstrate that the remaining portion of Nevens that will lie within the Township, largely on the property to the northwest, will be appropriately dealt with.

The Subdivision Ordinance states that “except for cul-de-sacs, streets normally shall connect with streets already dedicated and adjoining or adjacent subdivisions, or provide for future connections to adjoining unsubdivided tracts, or shall be a reasonable projection of streets in the nearest subdivided tracts.”

It also states that “dead end streets are prohibited, but cul-de-sacs will be permitted where topography or other conditions justify their use.”

The City acquired an outlot from the development to the south to be used as a partial right-of-way for a road connection to the east. This was intended to be augmented by a similar dedication from development on this property. There are properties with developable land to the east that will be deprived of any possible road and utility connections by this concept design. Such connections are required by the Subdivision Ordinance.

In addition, “Cul-de-sacs shall normally not be longer than 500 feet measured along the street centerline from the intersection of origin to the center point of the turn-around. The turn-around shall have a minimum curb radius of 50 feet and a minimum right-of-way radius of 60 feet.”

Sidewalks & Trails

The applicant is depicting a trail system along the relocated Nevens Avenue. The trail, in the development to the south, is depicted on the west side of the road. In this plan, the applicant shows the trail moving to the east side requiring all trail users to cross the road.

The Subdivision Ordinance requires “concrete walkways not less than 5 feet in width on at least one side of each residential street in the subdivision or an alternative off-street system of bituminous paths not less than 8 feet in width.”

Vacating ROWs

The plan is predicated on the vacation of a significant portion of the existing Nevens Avenue and its subsequent relocation to the east. This relocation may be reviewed by the DNR.

Lot Configuration

Corner lots for residential use are required to have sufficient width to permit appropriate building set back from both streets, which appears to met on all corner lots.

Side lines for all lots are required to be approximately at right angles to street lines or radial to curved street lines.

Utilities & Grading

Utilities would need to be extended to the property. Utility plans would need to be developed to provide a connection to the City’s systems.

The City Engineer has provided comments related to utilities and grading.

There is a gas line running through the property. The applicant will need to identify the line on the plans and coordinate location of plan elements with this line.

Park Dedication

Park dedication will be required at the time of final plat as determined by the City Council, with recommendation from the Park Commission.

DNR COMMENTS

The DNR has reviewed the plan and their comments are attached.

ENVIRONMENTAL REVIEW

The proposed development will require an EAW, as it is in the Shoreland District and over 25 units.

PARK COMMISSION REVIEW

The Park Commission reviewed the proposed concept on November 2, 2023. After reviewing the parks, trails, and open space plan in the Comprehensive Plan, they felt cash-in-lieu would be appropriate and a trail on the west side of the road relocation may be acceptable. The Park Commission would review the preliminary plat (once submitted) and provide a formal recommendation on park land dedication.

PLANNING COMMISSION REVIEW

The Planning Commission reviewed the concept on November 6, 2023. Overall, they were supportive of the plan for single family residential with the staff comments indicated in the report.

CITY COUNCIL DISCUSSION

The purpose of a concept/sketch plan is intended to depict the general circulation and lot layout for a higher level discussion of a proposed development plan. No comments are necessarily binding and no motion should be made as this is not a formal land use application. The City Council should make comments to the applicant and recommend any changes deemed necessary.

Attachments:

- A. Applicant Narrative
- B. Concept Plat
- C. City Engineer's Letter, Dated October 27, 2023
- D. DNR Comment Response, Dated October 31, 2023

Staff Comments

1. The proposer should submit annexation petition to the City.
2. The trail should be adjusted to be on the west side of the relocated Nevens Avenue.
3. The plat should be adjusted to identify the gas line and the lots should be adjusted so that building pads are not over the gas line.
4. The cul-de-sacs need to be revisited so that it does not block development to the east. Any cul-de-sac over 500 feet is prohibited by City ordinance.

5. A ghost plat should be provided that shows how development could occur on the adjacent properties.
6. An Environmental Assessment Worksheet (EAW) shall be completed for any plats in the shoreland district that are over 25 lots.
7. The wetlands shall be delineated on the preliminary plat documents.
8. All lots shall demonstrate conformance to all performance standards.
9. A land use application showing all required documents must be submitted for development review.
10. A rezoning will need to be approved for the site to be consistent with all facets of the Comprehensive Plan.
11. Park dedication shall be provided per the recommendation of the Park Commission and subject to approval by the City Council.
12. Any comments received by the Minnesota DNR should be addressed.
13. All comments from the City Engineer, City Staff including Fire Chief, and the Planning Commission should be addressed.

SHORES OF LAKE JOHN

Annandale, Minnesota

Proposed by:

Ryan Excelsior Properties, LLC – 10/10/2023 (Concept Submittal)

REQUEST

Ryan Excelsior Properties, LLC. is requesting approval to develop 44 Single Family homes on a 29.96 ± acre site. The property is proposed to be zoned R-1 Single Family Residential. The project is being proposed as a conforming development with no variances.

SITE INFORMATION

Address	7932 Nevens Avenue NW
Site Area	29.96 ± acre
Current Guiding (Southside Township)	Transition Area
Lake John DNR Classification	Recreational Development
Area in Shoreland Overlay (1,000')	92% (27.49 Ac)

SITE CONDITIONS

The property generally lies east of Lake John, just north of The Preserve at Lake John development. Currently the site is a combination of farmland, one existing residence trees and wetlands as shown on the Concept Plan. As the site currently sits within Southside Township in in the transition area, we will be seeking annexation into the City of Annandale.

The site is proposed to be graded to take advantage of the natural topography and to tie into adjacent land areas. The project proposes construction of two ponds which will treat quality of stormwater. The ponds will be designed to meet City and Watershed requirements.

The site has been inventoried for significant trees in accordance with the City's ordinance.

SITE ACCESS

The site will be accessed via Nevens Avenue NW. The proposal is to move Nevens Drive to the east as shown on the Concept Plan. Nevens Drive will continue northerly from the adjacent development to the south and tie back into Nevens Avenue as shown. The

majority of the non-riparian lots will access via cul-de-sac streets labeled Street “A”, “B”, and “C”. This will provide for less drives onto Nevens Avenue NW and a safer environment for vehicle movements onto Nevens Avenue NW.

UTILITIES

We are proposing to extend mainline watermain and sanitary sewer from The Preserve at Lake John development and also extend into the new cul-de-sac streets to the east. As mentioned above, the stormwater will be collected via storm sewer system and discharged to ponds within the project.

WETLANDS

There are four wetlands within the site totaling 1.3 acres. The current Concept Plan proposes no disturbance of these wetlands.

TRAILS

As shown on the Concept Plan, the project intends to construct a 10’ bituminous trail along the east side of the newly extended Nevens Avenue NW which will tie into the trail proposed in the adjacent development to the south. The intent of constructing this trail on the east side of the street is to allow the majority of the neighborhood on the non-riparian lots, to access the trail without crossing Nevens Avenue NW in multiple spots along the road and creating a safer pedestrian environment.

DENSITY

The proposed density of this development is 1.47 units/acre gross. All lots are conforming to the R-1 zoning requirements for riparian and non-riparian lots. This includes required areas, frontage, and setbacks

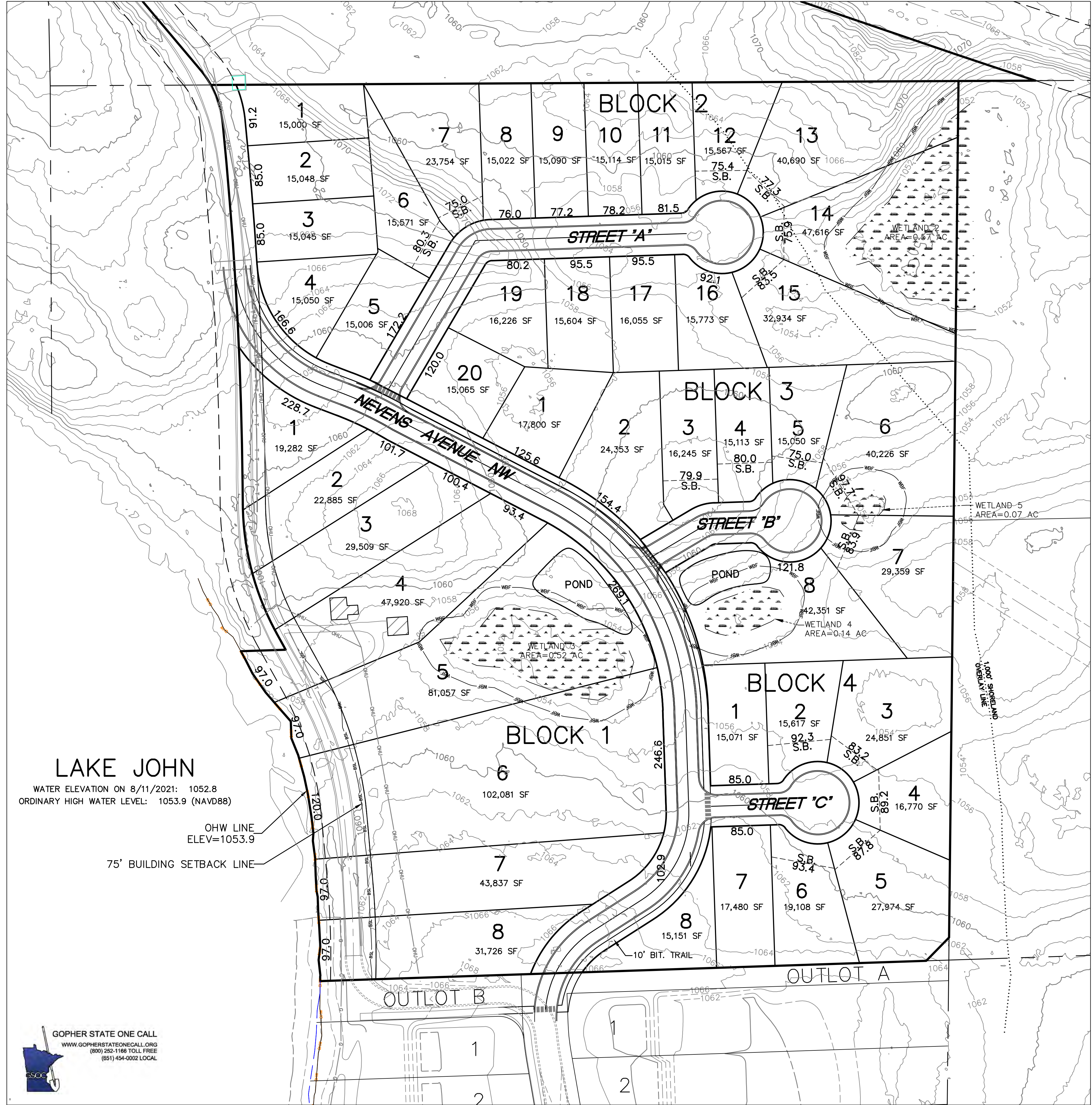
DEVELOPER

Ryan Excelsior Properties, LLC.
19655 Waterford Place
Excelsior, MN 55331
952-221-3700

ENGINEER

Ryan Engineering, Inc.
19655 Waterford Place
Excelsior, MN 55331
952-221-3700

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DEVELOPMENT DATA

ZONING:
 EXISTING ZONING: UNZONED
 COMP PLAN LAND USE: RESIDENTIAL
 PROPOSED ZONING: R-1 ONE FAMILY RESIDENTIAL

R-1 ZONING REQUIREMENTS

R-1 ZONING SETBACKS	RIPARIAN	NON-RIPARIAN
FRONT	30'	30' (20' REAR)
SIDE (INTERIOR)	10'	10'
SIDE (STREET)	20'	20'
SHORELAND SETBACK (OHWL)	75'	75'
MINIMUM LOT AREA	20,000 SF	15,000 SF
MINIMUM IMPERVIOUS	25%	25%
MIN. LOT WIDTH AT SETBACK, SHORELAND SETBACK	75'	75'

LOT AREA DATA

SINGLE FAMILY DEVELOPMENT AREA 121,710 ± S.F. = 2.79 ± AC

LOT	AREA S.F.	LOT	AREA S.F.
BLOCK 1 1	19,282 ±	5*	81,057 ±
2	22,885 ±	6*	102,081 ±
3	29,509 ±	7*	43,837 ±
4*	47,920 ±	8*	31,726 ±
378,297 SF			
BLOCK 2 1	15,000 ±	11	15,015 ±
2	15,048 ±	12	15,567 ±
3	15,045 ±	13	40,690 ±
4	15,050 ±	14	47,616 ±
5	15,006 ±	15	32,934 ±
6	15,571 ±	16	15,773 ±
7	23,754 ±	17	16,055 ±
8	15,022 ±	18	15,604 ±
9	15,090 ±	19	16,226 ±
10	15,114 ±	20	15,065 ±
390,245			
BLOCK 3 1	17,800 ±	5	15,050 ±
2	24,353 ±	6	40,226 ±
3	16,245 ±	7	29,359 ±
4	15,113 ±	8	42,351 ±
200,497			
BLOCK 4 1	15,071 ±	5	27,974 ±
2	15,617 ±	6	19,108 ±
3	24,851 ±	7	17,480 ±
4	16,770 ±	8	15,151 ±
152,022			

Total BLOCK 1, 2, 3, 4 1,121,061 ±
 NEVENS AVE. ROW 101,492 ±
 STREET "A" ROW 44,305 ±
 STREET "B" ROW 20,617 ±
 STREET "C" ROW 17,185 ±
 AVERAGE LOT SIZE 26,078 ±
 PROPOSED DENSITY: 44 DU / 29.96± ACRES
 1.47 DU/ACRE - GROSS

NOTE: * SIGNIFIES RIPARIAN LOT

LEGAL DESCRIPTION

SEE NARRATIVE ATTACHMENT



19655 Waterford Pl
 Excelsior, MN 55331
 (952) 221-3700
 www.ryanengineers.com

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

Signature MN 22071
 Registration No. 09-25-2023
 Date

SHORES OF LAKE JOHN
 Annandale, MN
 for
 Ryan Excelsior PROPERTIES

Project No.
 Digital Drawing Name ShoresofLakeJohn.dwg
 Drawn By
 PMR
 Checked By PMR
 Date 10/03/2023
 Revisions

Issued For: Schematic Design
 Date: Design Development
 Preliminary Review
 Final Review
 Bidding
 Construction

Concept Site Plan



**BOLTON
& MENK**

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2040 Highway 12 East
Willmar, MN 56201-5818

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

October 27, 2023

Jacob Thunander, Community Development Director
via e-mail: jthunander@annandale.mn.us

RE: Shores of Lake John Concept
City of Annandale, Minnesota
Project No.: OW1.132510

Dear Jacob,

We have reviewed the concept plan submitted via e-mail and dated 10/03/2023 for the above referenced project and have the following comments:

1. The applicant shall complete all necessary environmental reviews, including but not limited to an EAW, wetland delineation and mitigation reports etc., for the project.
2. The applicant shall comply with all MnDNR requirements.
3. The applicant shall be responsible for obtaining all required permits for the development.
4. A 10-foot wide bituminous trail shall be constructed on the west side of Nevens Avenue.
5. Nevens Avenue shall be improved to the northern property boundary.
6. The proposed roadways shall meet 30 mph design standards.
7. The applicant shall identify the existing Northern Natural Gas easement across the property based on the actual location of the gas main.
8. An Outlot or easement immediately north of Outlot A on the plat to the south shall be dedicated as part of the platting process. Alternatively, right of way shall be provided for access to the property to the east.
9. A ghost plat illustrating access to adjacent properties shall be submitted.
10. The applicant shall provide proposed roadway typical sections for review of the city.
11. The applicant shall submit a Storm Water Pollution Prevention Plan for the review of the city.
12. The applicant shall submit a Storm Water Management Plan including storm water calculations complete with drainage area maps for the review of the city.
13. The applicant shall enter into a Stormwater Maintenance Agreement for all stormwater basins on the property.
14. All stormwater basins and accesses to them shall be contained within easements.
15. The applicant shall submit a grading plan for the review of the city.
16. The applicant shall submit utility plans for the review of the city.
17. All water services shall be insulated from the watermain to the right-of-way.

18. The applicant shall submit signage and striping plans for the review of the city.
19. The applicant shall submit construction details for the review of the city.
20. The applicant shall submit a lighting plan for the review of the city.
21. The applicant shall submit a landscaping plan for the review of the city.
22. The applicant shall submit a phasing plan, if applicable, for the review of the city.
23. All construction shall be in accordance with the City of Annandale Standards.

We recommend the above requested information be submitted with a preliminary plat application for the review and approval of the City of Annandale.

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

Sincerely,

Bolton & Menk, Inc.



Jared Voge, P.E.
Principal Engineer

Jacob Thunander

From: Bedell, James (DNR) <james.bedell@state.mn.us>
Sent: Tuesday, October 31, 2023 3:19 PM
To: Nate Sparks; Jacob Thunander
Subject: RE: Shores of Lake John Concept

Hello Nate and Jacob

I have reviewed the concept plan set for the shores of Lake John. Based on what is provided it does appear that the road right away is at the OHW or below. The developer should provide a detailed survey showing the meet and bounds of the road rightway in relation to the OHW elevation. With out this detailed study the DNR would assume that access the public has historically enjoyed will be lost and during the road vacation process we would provide negative comments. Review of lot dimensions show that these lots are meeting lot area and width for sewered lots. If these lots are not sewered this plat will need to be proceed as a PUD and will require additional provisions. Please let me know if you have any additional questions on comments that the DNR might provide on this plat and road vacation.

Thank you,
James Bedell
Area Hydrologist | EWR

Minnesota Department of Natural Resources
1035 S Benton Dr.
Sauk Rapids, MN 56379
Phone: 320-726-0978
james.bedell@state.mn.us
mndnr.gov



From: Nate Sparks <NSparks@wsbeng.com>
Sent: Monday, October 30, 2023 9:01 PM
To: Bedell, James (DNR) <james.bedell@state.mn.us>
Subject: Shores of Lake John Concept

This message may be from an external email source.

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James,

Here's the new concept plan on Lake John.

Nate

Nate Sparks

Senior Professional Community Planner

952.221.0540 (o)

WSB | wsbeng.com



For a list of WSB employee licenses and certifications visit [here](#).

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City Council Agenda

November 13, 2023

Agenda Section: Consent

Report From: Planning

Agenda No. 6U

Agenda Item: Consideration of entering into an agreement for a right of way easement for the continuation of Ash Street and a request for Rezoning from Industrial District (I-1) to High Density Multi-Family Residential District (R-5)
Applicant: Pintail Preserve LLC (Brian Bruggeman)

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 | |

SITE INFORMATION & BACKGROUND

PID: 102-500-304303
Legal Description: Lengthy – See City Hall
Zoning District: Industrial District (I-1)
Comprehensive Plan: Multifamily
Surrounding Site Use: North: R-1/Residential & I-1/Industrial
East: R-1/Residential
South: PUD/Residential
West: R-4/Residential

Planning Case Number: 2023-05

Deadline for Decision: **December 9, 2023 (60-day deadline)**
February 7, 2024 (120-day deadline)

Project Description:

The applicant is seeking a rezoning of an approximately 5 acre parcel of land located east of 108 Ash Street (Cottages of Annandale). The property is currently zoned I-1, Industrial District. The Comprehensive Plan identifies the property as “Multifamily” Residential. The applicant is seeking a rezoning to R-5, High Density Multi-Family Residential District.

As stated, the Cottages of Annandale, a medium density townhome development, is to the west. Purcell Ponds, a single family development is to the east. The Pintail Ponds townhome development is to the southwest. To the north is the Oak Knoll single family development. There is also a large wetland area to the southeast.

The site has three roadways that terminate at the property. Ash Street is on the west and east sides. Willow Drive is to the north.

The applicant has provided a concept plan for the basis of the rezoning that depicts an apartment building with a connection for Ash Street through the site. The applicant has also provided an easement for this connection of Ash Street.

Rezoning Review

The applicant is seeking a rezoning of property, which is a form of zoning amendment. The Zoning Ordinance states that “the Council may adopt amendments to the zoning map, including changes to land uses within a particular district, to the location of the district line, or to the changing of any parcel or parcels from one zoning district to another. Such amendments shall not be made as a matter of course, but shall be adopted only as a means to reflect changes in the goals and policies of the City as reflected in the Comprehensive Plan or changes in conditions in the City.”

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. In addition to the land use, the Comprehensive Plan identifies a transportation and utility corridor through this site which would result in connecting the two segments of Ash Street.

The applicant has provided a concept plan, similar to that which was reviewed by the City Council on August 14, 2023. This concept plan shows an apartment building on the site to demonstrate a general plan for a R-5, High Density Residential Zoning. The applicant is proposing to connect Ash Street through the site and has provided an easement for that purpose.

The plan itself is not under review, at this time, as the rezoning is the only action being sought by the applicant.

STAFF RECOMMENDED ACTION

The property is guided for a Multifamily Residential Land Use within the Comprehensive Plan with an identified transportation and utility corridor at Ash Street. Therefore, Staff finds that rezoning the property would be an appropriate action to take by the City. The rezoning to R-5 could be supported by the City since the applicant has provided the easement for the connection of Ash Street. The Commission should recommend Exhibit Z if the rezoning is recommended for approval.

PLANNING COMMISSION REVIEW

The Planning Commission reviewed the application in a public hearing held on November 6, 2023. The following public comments were received:

- Dennis Cornelius, the applicant’s representative – AMCON Construction, introduced himself and his team. He provided further details on their proposed rezoning to R-5. He noted that they completed a housing study that identified a demand for additional housing. He explained that the community currently has multi-family adjacent to single family. If the project proceeds, Ash Street will be continued. No additional public utilities would have to

be added to accommodate the project. The concept plan attached with the rezoning is what the developer plans to proceed with if the rezoning is approved. The developer indicated that the project would not be able to move forward with less than the R-5 designation due to the costs of development. He also noted that the applicants held an open house meeting on October 7, 2023 with neighbors. He felt positive that their team could address the concerns that were raised by the residents.

- Jill Fobbe, 401 Pintail Circle, noted concerns with increased traffic and safety on Ash Street. She acknowledged development would eventually occur on the property but preferred a lower density residential project. She also noted concerns with the high grade of the site and the towering effect a potential three-story apartment building could have in the neighborhood.
- Janet Andersen, 35 Knollwood Street W, noted similar concerns to Ms. Fobbe. She did not agree with an R-5 zoning district and preferred a lower density residential district. She requested a model of what the proposed apartment building would look like on the property. She felt there were not adequate buffers to neighboring properties. Ms. Andersen also noted that in the packet was a petition that was signed by 86 residents of the surrounding area that were against the rezoning to R-5.
- Diana Ashwill, 108 Ash Street W, represented a few residents of the Cottages of Annandale. She noted similar concerns to those that were shared previously. She requested a lower density residential zoning district. She requested the City assist with the cost of connecting Ash Street, so that the project became more feasible for the developer and that they could consider a lower density residential zoning district. She also noted concerns with the safety of pedestrians with increased traffic.
- Diane Miller, 400 Pintail Circle, was interested in understanding more from the developer's housing study especially as it related to the economic impact/need of the community and if there would be any strains on existing infrastructure. She was glad to see a plan that connects Ash Street but requested a plan of the building before rezoning the property. Ms. Miller requested a lower density residential zoning district and was concerned that an R-5 could allow a three-story building in the neighborhood which would appear out of character. She requested a sidewalk extension from Ash Street W through the subject property as there would be increased pedestrians in the area, especially with the Pintail Ponds Apartment. She also requested the City provide some funding for the road extension.

The Planning Commission reviewed the proposed rezoning in depth and acknowledged the concerns that were brought up by residents. The Commission requested more details from the developer on the housing study and an understanding of the economic analysis they completed that noted they would need an R-5 district. They also discussed the importance of the extension of Ash Street, incentives the City can offer for housing developments such as Tax Increment Financing, trail/sidewalk connections throughout the neighborhood, and compatibility of multi-family in the general area.

The Planning Commission unanimously recommended approval of the R-5 zoning district with the Exhibit Z comments.

CITY COUNCIL REVIEW

The City Council could make one of the following recommendations to the City Council upon consideration of the rezoning and review against the requisite criteria:

- Rezoning to R-2, One and Two Family Residential. This district would also be consistent with the Comprehensive Plan, as it allows for duplexes.
- Rezoning be to R-4, Medium Density Residential.
- Rezoning to R-5, High Density Multi-Family Residential per the applicant's request.
- Deny any rezoning as the applicant has not provided a plan that clearly demonstrates that the property can be developed in a manner consistent with their preferred zoning district and it is premature for such consideration.

If approved from the Consent Agenda, the right-of-way agreement and easement would be approved. In addition, the ordinance and resolution for summary ordinance would be adopted for the Rezoning to the R-5 High Density Multi-Family Residential District. Per the Comprehensive Plan goals, it is not recommended to approve only the rezoning without the roadway easement.

Attachments:

- A. Right-of-Way Agreement
- B. Roadway Easement
- C. Ordinance 410: Amending the Annandale Zoning Map from I-1 to R-5
- D. Resolution 23-XX: Summary Publication of Ordinance 410
- E. Aerial Image
- F. Applicant Narrative
- G. Certificate of Survey
- H. Concept Plan
- I. City Engineer's Letter, Dated October 27, 2023
- J. Public Comments
 - Julie Hall
 - Petition from Annandale Residents
 - Edward Schmidt
 - Clinton Olson
 - Janet Andersen
- Z. Conditions of Approval

EXHIBIT Z

1. Any comments from the Planning Commission, City Council, City Engineer, or City Staff shall be addressed.
2. Rezoning proceedings are filed at the Wright County Recorder's Office.

RIGHT OF WAY AGREEMENT

THIS RIGHT OF WAY AGREEMENT (this “**Agreement**”) is made and entered as of this ____ day of _____, 2023 (“Effective Date”), by and between Steven A. Bruggeman, as Trustee of the Steven A. Bruggeman Trust, and Kelly R. Bruggeman, as Trustee of Kelly R. Bruggeman Trust (collectively “**Owners**”), and the City of Annandale, a municipal corporation organized and existing under the laws of the State of Minnesota (the “**City**”). Owners and the City may be collectively referred to as the “**Parties**” or individually as a “**Party**.”

Recitals.

A. Owners are the fee owner of the real property legal described in the attached Exhibit A (the “**Property**”).

B. Owners desire to develop the Property as a multi-family development (the “Project”), which will involve a rezoning of the Property, and will require City approval of a new plat of the Property (such approved plat being the “Plat”).

C. As set forth in the City’s comprehensive plan, the City wishes to connect Ash Street East and Ash Street West via a perpetual right of way easement over and across the Property (the “**Desired ROW Easement**”), which could be accomplished either by dedication of the Desired ROW Easement on the Plat or by recording a grant of easement in the form attached hereto as Exhibit B (the “**Form Easement Agreement**”).

D. Owners are willing to grant to the City the Desired ROW Easement according to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the Recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owners and the City hereby and agree as follows:

1. Recitals. The Recitals hereinabove set forth are substantive in nature, and are incorporated into this Agreement by this reference.

2. Future Grant. Subject to the limitations contained within this Agreement, Owners, for itself and its successors and assigns as to the Property, agree to grant to the City, the public and its successors and assigns, the Desired ROW Easement and desire to do so via a dedication on the Plat. Owners agree to include a dedication of the Desired ROW Easement on the preliminary and final applications for the Plat. To ensure the City that it will receive the Desired ROW Easement, contemporaneously with the signing of this Agreement Owners shall sign the Form Easement Agreement and provide the original signed Form Easement Agreement for the City to hold in escrow until such time as the Property is rezoned as requested by the Owners, and either sold or developed (as defined in Section 3 herein) provided that if the Owners shall record the Plat dedicating the Desired ROW Easement, said Form Easement Agreement shall be null and void. Owners agree that they shall not sell the Property unless it is subject to the Desired ROW Easement. If they desire to sell the Property prior to recording the Plat, the Owners shall notify the City. The City is authorized to record the Form Easement Agreement if at any time the Owners intend to sell the Property prior to recording the Plat.

3. Potential Assessment. The City has not taken any action regarding funding the cost of any road construction within the Desired ROW Easement, including whether or not to assess any portion of such costs under Minn. Stat. § 429.01, *et seq.* As a condition to granting the Desired ROW Easement to the City, the City shall defer any special assessment levied, or to be levied, against the Property relating to any construction in the Desired ROW Easement until such time as development commences on the Property. The City agrees and acknowledges that Grantor is expressly relying on this representation in agreeing to grant the Desired ROW Easement to the City. For purposes of this Agreement, development commences on the Property at the time that any owner of the Property requests a building permit for the Project or to otherwise construct significant improvements on the Property.

4. Execution. This Agreement may be executed by the parties on separate signature pages, in any number of duplicate originals (and each duplicate original shall be deemed to be an original) and may be executed in counterparts. Each party to this Agreement authorizes the assembly of a complete original or complete duplicate originals by the addition of signature pages bearing its or his signature to the original or duplicate originals, each of which when fully assembled shall be deemed an original instrument and all of which together shall constitute a single Agreement.

{Remainder Intentionally Left Blank}

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Grantor:

Trustee of the Steven A. Bruggeman Trust,

Steven A. Bruggeman, as Trustee

and

Kelly R. Bruggeman Trust

Kelly R. Bruggeman, as Trustee

CITY OF ANNANDALE

By. _____

Mayor

And by _____

City Administrator

Exhibit A
Legal Description of Property

That part at the Southwest Quarter of the Southeast Quarter at Section 30, Township 121, Range 27, described as follows:

Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter, thence South 00 degrees 16 minutes .39 seconds West, along the East line of said Southwest Quarter, a distance of 328.08 feet; thence South 89 degrees 53 minutes 58 seconds West, parallel to the North line of said Southwest Quarter, a distance of 663.86 feet; thence North 00 degrees 16 minutes 39 seconds East, parallel to the East line at said Southwest Quarter, a distance of 328.08 feet to the North line of said Southwest Quarter; thence North 89 degrees 53 minutes 58 seconds East, along said North line, a distance of 663.86 feet to the point of beginning.

EXCEPT that part contained within the following described property:

That part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121, Range 27, described as follows:

Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 31 minutes 22 seconds West, assumed bearing, along the East line of said Southwest Quarter of the Southeast Quarter, a distance of 328.08 feet to the point of beginning of the land to be described; thence continue South 00 degrees 31 minutes 22 seconds West, along said East line, a distance of 1002.52 feet to the Southeast corner of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 42 minutes 31 seconds West, along the South line of said Southwest Quarter of the Southeast Quarter, a distance of 1311.99 feet to the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 17 minutes 43 seconds East, along the West line of said Southwest Quarter of the Southeast Quarter, a distance of 992.53 feet to the intersection with a line drawn North 89 degrees 51 minutes 19 seconds West from the point of beginning; thence South 89 degrees 51 minutes 19 seconds East, along said line, a distance of 1315.95 feet to the point of beginning.

AND EXCEPT:

The North 20.00 feet of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121 North, Range 27 West, Wright County, Minnesota, lying easterly of the southerly extension of the westerly line of Lot 10, Block 4 of Oak Knoll Second Addition, and lying westerly of the southerly extension of the easterly line of said Lot 10, Block 4.

AND EXCEPT:

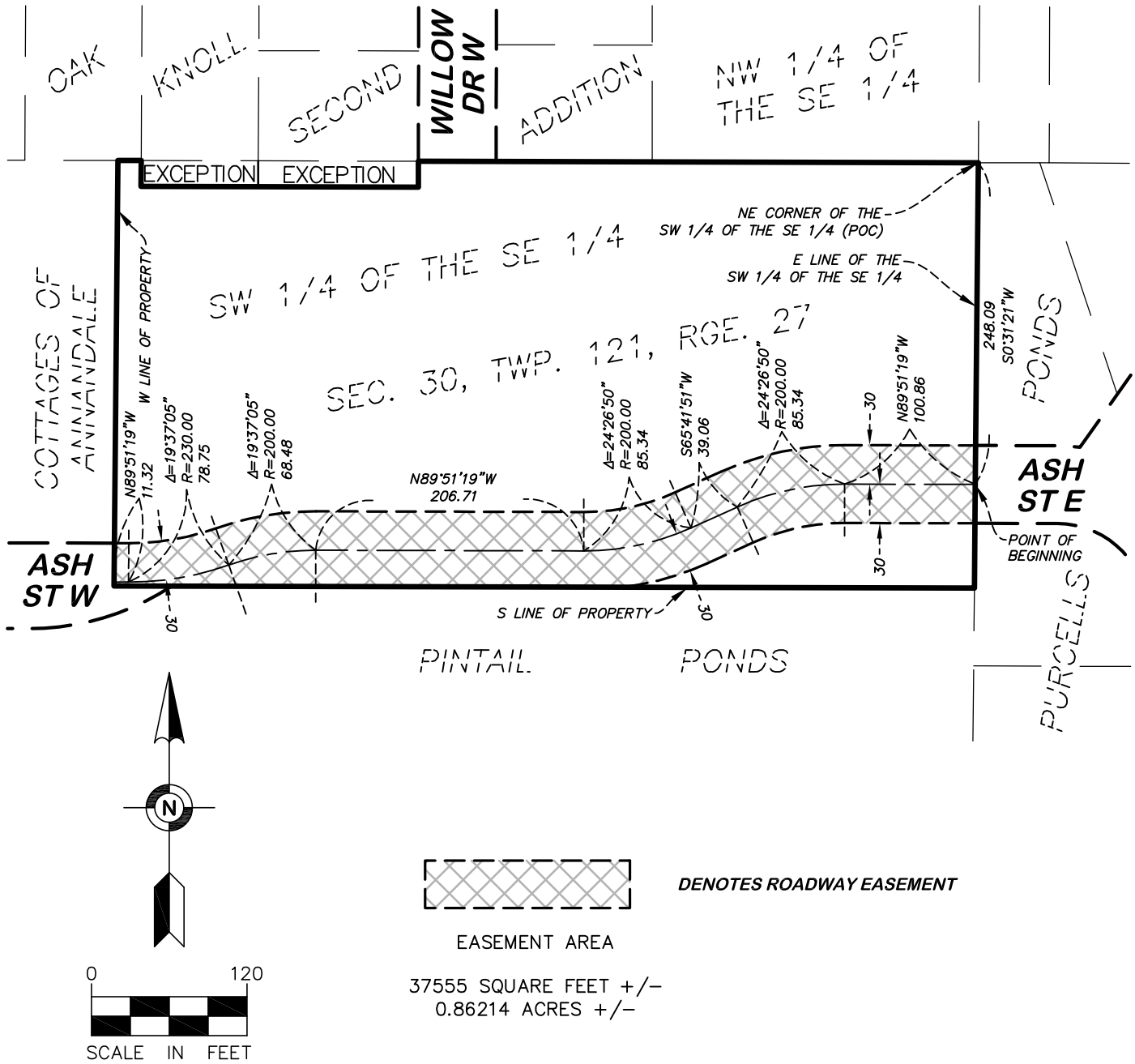
The North 20.00 feet of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121 North, Range 27 West, Wright County, Minnesota, lying easterly of the southerly extension of the westerly line of Lot 8, Block 4 of Oak Knoll Second Addition, and lying westerly of the southerly extension of the easterly line of said Lot 8, Block 4.

Abstract Property.

Exhibit B
Form Easement Agreement

See Attached

ROADWAY EASEMENT EXHIBIT

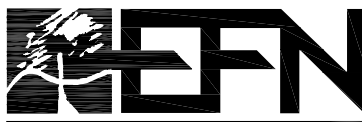


ROADWAY EASEMENT EXHIBIT FOR:

Kimley - Horn & Associates, Inc.

SITE LOCATION:

**Unassigned Ash Street West
Annandale, Minnesota 55302**



Egan, Field & Nowak, Inc.

land surveyors since 1872

475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112

PHONE: (612) 466-3300

WWW.EFNSURVEY.COM

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ROADWAY EASEMENT EXHIBIT

DESCRIPTION OF ROADWAY EASEMENT

A perpetual easement for roadway purposes over, under and across the following described property:

That part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121, Range 27, described as follows:

Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 16 minutes 39 seconds West, along the East line of said Southwest Quarter, a distance of 328.08 feet; thence South 89 degrees 53 minutes 58 seconds West, parallel to the North line of said Southwest Quarter, a distance of 663.86 feet; thence North 00 degrees 16 minutes 39 seconds East, parallel to the East line of said Southwest Quarter, a distance of 328.08 feet to the North line of said Southwest Quarter; thence North 89 degrees 53 minutes 58 seconds East, along said North line, a distance of 663.86 feet to the point of beginning,

EXCEPT that part contained within the following described property:

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Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 31 minutes 22 seconds West, assumed bearing, along the East line of said Southwest Quarter of the Southeast Quarter, a distance of 328.08 feet to the point of beginning of the land to be described; thence continue South 00 degrees 31 minutes 22 seconds West, along said East line, a distance of 1002.52 feet to the Southeast corner of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 42 minutes 31 seconds West, along the South line of said Southwest Quarter of the Southeast Quarter, a distance of 1311.99 feet to the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 17 minutes 43 seconds East, along the West line of said Southwest Quarter of the Southeast Quarter, a distance of 992.53 feet to the intersection with a line drawn North 89 degrees 51 minutes 19 seconds West from the point of beginning; thence South 89 degrees 51 minutes 19 seconds East, along said line, a distance of 1315.95 feet to the point of beginning.

AND EXCEPT:

The North 20.00 feet of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121 North, Range 27 West, Wright County, Minnesota, lying easterly of the southerly extension of the westerly line of Lot 10, Block 4 of Oak Knoll Second Addition, and lying westerly of the southerly extension of the easterly line of said Lot 10, Block 4.

AND EXCEPT:

The North 20.00 feet of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121 North, Range 27 West, Wright County, Minnesota, lying easterly of the southerly extension of the westerly line of Lot 8, Block 4 of Oak Knoll Second Addition, and lying westerly of the southerly extension of the easterly line of said Lot 8, Block 4.

Said easement lies within a distance of 30.00 feet on each side of the following described centerline:

Commencing at the northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 31 minutes 21 seconds West, assumed bearing, along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 248.09 feet to the point of beginning of the centerline to be described; thence North 89 degrees 51 minutes 19 seconds West, a distance of 100.86 feet; thence southwesterly 85.34 feet on a tangential curve concave to the south having a radius of 200.00 feet and a central angle of 24 degrees 26 minutes 50 seconds; thence South 65 degrees 41 minutes 51 seconds West, tangent to the last described curve, a distance of 39.06 feet; thence westerly 85.34 feet on a tangential curve concave to the north, having a radius of 200.00 feet and a central angle of 24 degrees 26 minutes 50 seconds; thence North 89 degrees 51 minutes 19 seconds West, tangent to the last described curve, a distance of 206.71 feet; thence westerly 68.48 feet on a tangential curve concave to the south having a radius of 200.00 feet and a central angle of 19 degrees 37 minutes 05 seconds; thence westerly 78.75 feet on a reverse curve concave to the north having a radius of 230.00 feet and a central angle of 19 degrees 37 minutes 05 seconds; thence North 89 degrees 51 minutes 19 seconds West, tangent to the last described curve, a distance of 11.32 feet to the west line of the above described property and said centerline there terminating.

The sidelines of said roadway easement are to be prolonged or shortened to terminate at the east, south and west lines of the above described property.

ROADWAY EASEMENT EXHIBIT FOR:

Kimley - Horn & Associates, Inc.

SITE LOCATION:

Unassigned Ash Street West
Annandale, Minnesota 55302



Egan, Field & Nowak, Inc.

land surveyors since 1872

475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112

PHONE: (612) 466-3300

WWW.EFNSURVEY.COM

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PERPETUAL RIGHT OF WAY EASEMENT

This Agreement is made this ____ day of _____, 2023, by and between Steven A. Bruggeman, as Trustee of the Steven A. Bruggeman Trust, and Kelly R. Bruggeman, as Trustee of Kelly R. Bruggeman Trust, Grantor, and the City of Annandale, a Minnesota municipal corporation, Grantee.

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee and its successors and assigns, a perpetual right of way easement over, through and across property situated in the County of Wright, State of Minnesota, described as follows:

See Exhibit A attached hereto and incorporated herein.

The easement is for the benefit of the City of Annandale, Minnesota, the public and its successors and assigns and it is expressly intended that all rights, title, and privileges herein declared shall run with the land and shall be binding upon the Grantor, its successors, assigns, and legal representatives.

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

GRANTOR

By _____
Steven A. Bruggeman, Trustee of the Steven A.
Bruggeman Trust

By _____
Kelly R. Bruggeman, Trustee of Kelly R. Bruggeman
Trust

STATE OF MINNESOTA)
)ss
COUNTY OF WRIGHT)

The foregoing was acknowledged before me this ____ day of _____, 2023, by Steven A. Bruggeman, Trustee of the Steven A. Bruggeman Trust, and Kelly R. Bruggeman Trustee of the Kelly R. Bruggeman Trust, Grantor herein on behalf of said company

Notary Public

GRANTEE

CITY OF ANNANDALE

By _____
Shelly Jonas, Mayor

By _____
Kelly Hinnenkamp, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

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

NOTARIAL STAMP OR SEAL (OR OTHER
TITLE OR RANK).

SIGNATURE OF NOTARY PUBLIC OR
OTHER OFFICIAL

THIS DOCUMENT 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

An easement for roadway purposes over, under and across the following described property:

That part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121, Range 27, described as follows:
Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 16 minutes 39 seconds West, along the East line of said Southwest Quarter, a distance of 328.08 feet; thence South 89 degrees 53 minutes 58 seconds West, parallel to the North line of said Southwest Quarter, a distance of 663.86 feet; thence North 00 degrees 16 minutes 39 seconds East, parallel to the East line of said Southwest Quarter, a distance of 328.08 feet to the North line of said Southwest Quarter; thence North 89 degrees 53 minutes 58 seconds East, along said North line, a distance of 663.86 feet to the point of beginning,

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AND EXCEPT:

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AND EXCEPT:

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Said easement lies within a distance of 30.00 feet on each side of the following described centerline:

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The sidelines of said roadway easement are to be prolonged or shortened to terminate at the east, south and west lines of the above-described property.

ORDINANCE NO. 410
AN ORDINANCE AMENDING THE ANNANDALE ZONING MAP FROM I-1,
INDUSTRIAL DISTRICT TO R-5, HIGH DENSITY MULTI-FAMILY RESIDENTIAL
DISTRICT FOR A PROPERTY AT ASH STREET & WILLOW DRIVE

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

Section 1. The City of Annandale received a request to change the zoning classification of the following legally described property:

The land referred to herein is situated in the State of Minnesota, Wright County, described as follows:

That part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121, Range 27, described as follows:

Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 16 minutes 39 seconds West, along the East line of said Southwest Quarter, a distance of 328.08 feet; thence South 89 degrees 53 minutes 58 seconds West, parallel to the North line of said Southwest Quarter, a distance of 663.86 feet; thence North 00 degrees 16 minutes 39 seconds East, parallel to the East line of said Southwest Quarter, a distance of 328.08 feet to the North line of said Southwest Quarter; thence North 89 degrees 53 minutes 58 seconds East, along said North line, a distance of 663.86 feet to the point of beginning,

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of the westerly line of Lot 10, Block 4 of Oak Knoll Second Addition, and lying westerly of the southerly extension of the easterly line of said Lot 10, Block 4.

AND EXCEPT:

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Section 2. The City of Annandale hereby amends the zoning map for the above described property from I-1, Industrial to R-5, High Density Multi-Family Residential.

Section 3. The City of Annandale Zoning Administrator is hereby directed to make the appropriate changes to the official zoning map of the City of Annandale to reflect the change in zoning classifications as set forth above.

Section 4. A copy of this Ordinance and the updated map shall be kept on file at the Annandale City Hall.

Adopted by the Annandale City Council this 13th day of November 2023

ATTEST:

Shelly Jonas, Mayor

Kelly Hinnenkamp, City Administrator/Clerk

**CITY OF ANNANDALE
RESOLUTION 23-XX**

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF
ORDINANCE NO. 410 AMENDING THE ANNANDALE ZONING MAP FROM I-1,
INDUSTRIAL DISTRICT TO R-5, HIGH DENSITY MULTI-FAMILY RESIDENTIAL
DISTRICT FOR A PROPERTY AT ASH STREET & WILLOW DRIVE

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 410 will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance No. 410 is approved for publication:

CITY OF ANNANDALE
ORDINANCE NO. 410

Section 1. The Annandale Zoning Ordinance is hereby amended to include the following zoning map amendment summarized below:

The City of Annandale hereby amends the Official Zoning Map of the City to rezone property at the southern terminus of Willow Drive and along Ash Street from I-1, Light Industrial to R-5, High Density Residential.

Section 2. The full ordinance will be in effect on the date of this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNANDALE THIS 13TH DAY OF November, 2023.

APPROVED

Shelly Jonas
Mayor of Annandale

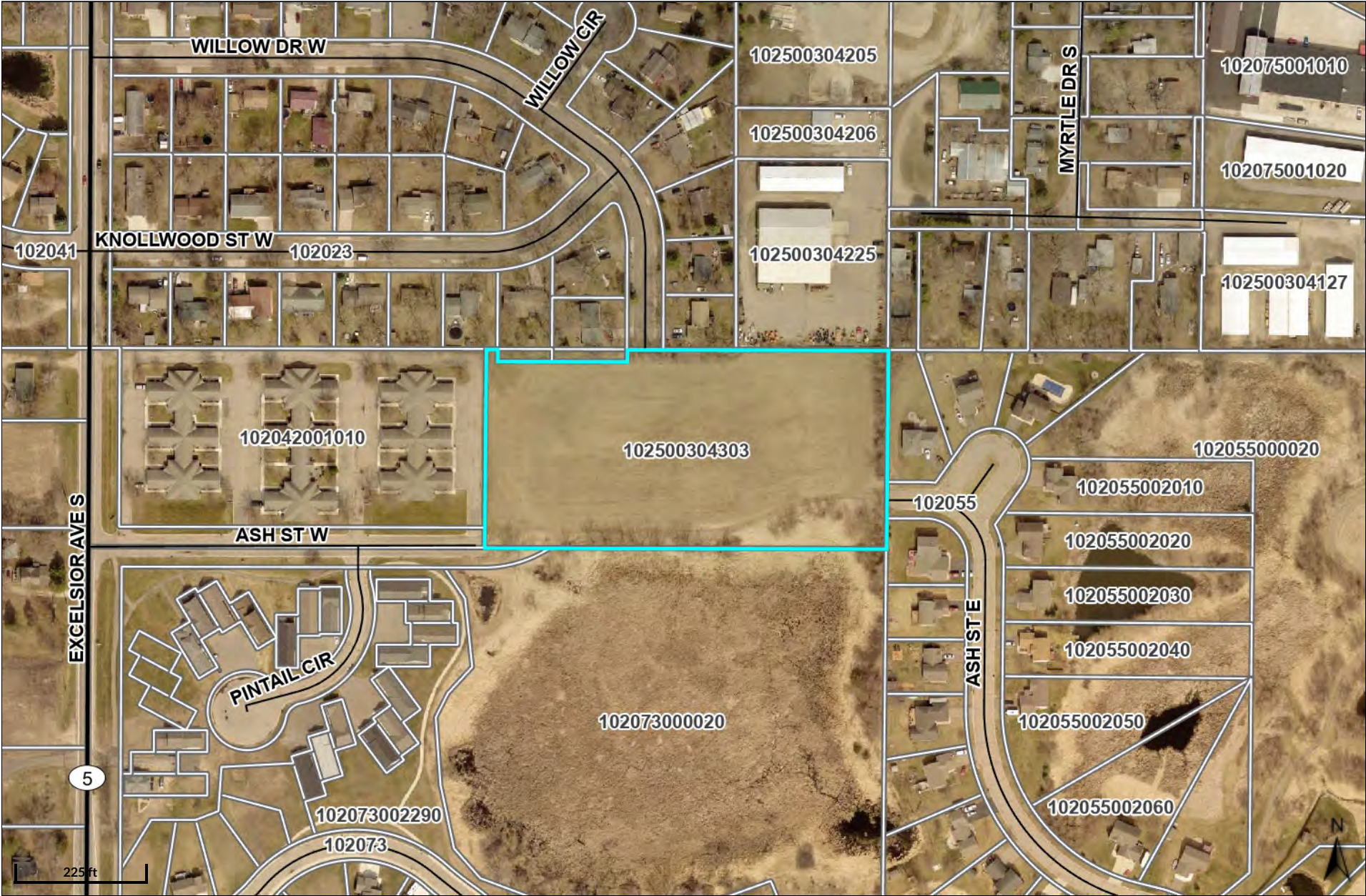
Attest:

Kelly Hinnenkamp
City Administrator/Clerk

Applicant: Pintail Preserve LLC | Request for Rezoning

Created by: City of Annandale

Legal: See City Hall | PID: 102-500-304303



October 10, 2023

Land Use Application: Description of Request continuation

Pintail Preserve LLC is submitting a Land Use Application for Rezoning of PID parcel 102-500-304303 from Industrial District (I-1) to a High Density Multi-Family Residential District (R-5) consistent with the City of Annandale's December 5, 2005, Comprehensive Plan. (See exhibit #1)

At this time the applicant is requesting the property being rezoned so that its zoning matches its guiding in the City's Comprehensive Plan ("Comp Plan"). The Comp Plan guides the Property for "multifamily" use while it is presently zoned I-1 Industrial. Since the Industrial District does not allow multifamily use, the Property's current zoning conflicts with the Comp Plan.

As part of the application a concept site plan is submitted to demonstrate anticipated land use and proposed site development. (See exhibits #4)

Survey (See exhibit #2)

The ALTA Survey dated September 13, 2023, provides the detail information listed in the Rezoning checklist.

Following clarifications/added information is provided.

- The wetland impacting this property is located at the SE corner of the site and is delineated on the survey. The balance of the wetland is located within the Pintail Ponds Exception which is property owned by the City of Annandale. No other wetlands exist on the site.
- Impervious surface calculations: The existing site is void of any existing impervious surface. Site is currently defined as 100% pervious.
- Only trees on the site are along the north property line adjacent to the residential properties, along east property line adjacent to residential properties and along the south property line parallel to the city owned property. The balance of the site is free of any trees.
- Existing ALTA survey identifies a drainage easement along the west side of the site. Two other easements will need to be considered during the platting process.
 - Existing water main that runs parallel to the east property line
 - Storm water line extending from the north Industrial site to the city pond.

Adjacent Zone Districts (see enclosed zoning map exhibit #3)

- West property line: Cot ages of Annandale is zoned Medium Density Multi-Family Residential district (R-4)
- North Property line: Oak Knoll Residential is zoned One Family Residential (R-1) & Industrial property zoned Industrial District (I-1)
- East property line: Purcell Ponds zoned One Family Residential (R-1)
- South property line: City owned land with zoning designation of PUD.

Re-Zoning

The site is currently zone Industrial (I-1) and as noted the applicant requests that the site be re-zoned Multi-family (R-5). The site is guided as multi-family zoning per Annandale's Comprehensive plan. If re-zoned to R-5 the impact on the balance of the adjacent neighborhood is minimal. The north side of the site provides a minimum 50 ft buffer from the property line and the existing mature tree line adjacent to the three residential properties to the north will be retain subject to final design grading and potential modifications to Willow Drive. The balance of the north side of the site abuts an industrial property. The east side of the site is exposed to one residential property and provides an approximate 100 ft pond/landscape buffer to the east property line with minimal exposure to the apartment building given the distance and narrow profile of the building facing this property line. The south side of the site is adjacent to a city own wetland/pond area and fronts on the Ash Street West extension. The west side of the site provides a 35 ft landscape buffer from the existing R4 townhomes loop drive. Effective separation between the 6 townhomes fronting the apartment is more than 100 ft given the existing loop drive and onsite parking in front of the garage.

The added impact of traffic in the adjacent neighborhood will be minimal given the link between this property is via Ash Street to Excelsior Ave/CR5 on the west. Traffic on this segment of Ash Street will impact the Cot ages of Annandale and Pintail Circle neighborhood. Generated traffic from the apartment traveling east will be minimal given the ease of access to Excelsior Ave which links to Highway 55 access.

Existing Site

The site is serviced with all required public services and street access necessary to comply with the existing and proposed re-zoning development requirement.

- Water service is stubbed to the site from an 8" water main in Ash Street abutting the property on the west.
- Water service is stubbed to site from an 8" water main in Ash Street abutting the property on the east along with an 8" water main that extended north and south parallel to the east property line.
- Fire hydrants are available at SE and SW corners of the site.

- Sanitary Sewer service is stubbed to the site in Ash St at west property line.
- The site is serviced with three public street access points:
 - West property line connecting with Ash Street
 - East property line connecting with Ash Street
 - North property line connecting with Willow Drive.

Concept site development plan *(see exhibit # 4)*

Pintail Preserve LLC has included as part of the Rezoning application the concept plan previously submitted reflecting the proposed development for the site which was unanimously supported by the Planning Commission and City Council

Based on conversations with city staff regarding the city's transportation plan the city is interested in acquiring ROW to accommodate linking Ash Street which currently dead ends on the east and west property lines. As part of the concept plan the applicant is demonstrating through a dedicated easement the continuation of Ash St. W. Given the configuration of the wetland along the southeast corner of the property, Ash St. W. will need to jog north into the site to avoid the wetland. Providing this easement results in reducing the total developable area of the site to 3.8 Acres. If Ash St. W. ROW is required by the city and the land area lost for the ROW is not allowed to be considered in the site's unit density, the remaining site would be limited to only 57 units based on the current R-5 zoning density allowance of 15 units per acre.

The applicant is requesting that if ROW is conveyed to the city as part of the site development, we be allowed to consider the ROW as part of the overall site area to maintain the original allowable site density. Based on zoning guidelines the continuation of Ash St. W is not a condition of developing the site for the existing zoning of I-1 nor requested R-5 designation and the taking of ROW would be detrimental to the development of this site. The sole reason for extending Ash is to the benefit of the community and guided by the city's transportation plan.

Our concept site plan demonstrates a density of 14.3 units per acre, if the ROW area is permitted to be included or 17.36 per acre if density is based on the net land area after dedicating street ROW. The balance of this site development complies with the zoning ordinance.

- Parking ratio of 2.25 parking stalls per unit including the proof of parking note on the drawing.
- Parking ratio of 1:1 covered parking stalls for each unit.
- Meets coverage and landscape zoning requirements.
- Ponding for on-site storm water management/rate release control per required standard
- All required setbacks accommodated.

Open meeting with Neighborhood addressing the Concept Plan

On September 7th Pintail Preserve LLC hosted a neighborhood information meeting to solicit neighborhood feedback on the Concept plan. Key concerns at the meeting are listed as bullet points below our response in italic font.

- **Linking Ash Street**

(Completing Ash Street is guided by the city's transportation plan and is a condition of developing this property. Based on discussion with our traffic engineer, traffic generated by this project will be minimum and Ash Street design is adequate to handle the impact of the added apartment units)

- Increase traffic on Ash to Excelsior Ave/CR 5 and neighborhood to the east.
- Added through traffic on Ash once linked.
- Deterioration of Ash due to added traffic load.

- **public path**

(Neighbors question the path in front of the property given the lack of opportunity to continue the walk to the east and west of the property.)

- The added path would encourage public use of private walks at Pintail Circle which is opposed to by the current property owners.
- Properties east on Ash have no sidewalks. Concerned is the added path will encourage people to ultimately walk on ash street creating a safety hazard.

- **R-5 re-zoning designation**

(The housing market study for Annandale demonstrates a strong need for additional housing stock. This site is best suited as R-5 given the minimal impact on adjacent properties using buffer areas, landscaping green areas, ponding, tree preservation and immediate proximity to County Road 5. The only other feasible use of the site would be to retain the existing Industrial zoning designation. Pintail Ponds apartment immediately south has demonstrated a minimum impact on the residential neighborhood. Pintail Preserve will be of similar scale and design.)

- Concerned with Density
- Prefer lower density/senior housing.
- Questioned the need for additional housing in Annandale.
- Concern with adverse Impact on schools/ infrastructure with families moving into community.

- **Design concerns**

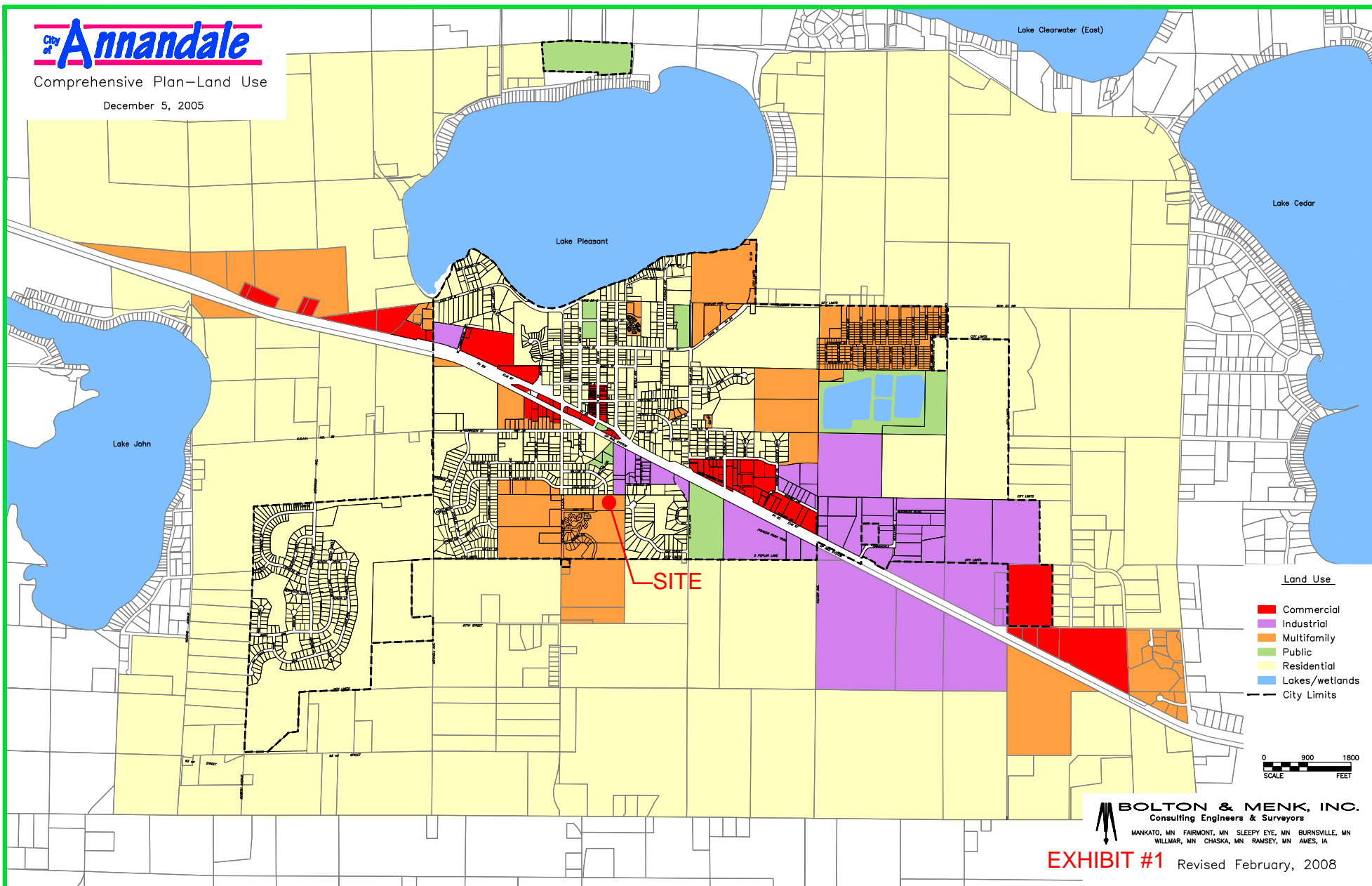
(In response to concerns raised by neighbors we are confident the concept design offers a solution to the concerns noted. Our design addresses the items listed to minimize the impact of the project on the neighborhood.)

- How does the project architecture compare to existing projects/compatible with neighborhood?
- Need Landscaping buffers.
- Preserve existing tree lines.
- Retain berm along north and east side of site.
- Setback of building from adjacent properties
- Concern with car lights shining into homes/site lighting.
- Impact project will have on wetlands.

- **Willow Dr neighborhood concerns**

(The concept design is sensitive to the concerns raised and the intent is to minimize impacting the existing tree line and berm along the north property line. The dead end condition on Willow Drive is a twofold issue. Potential traffic on Willow trying to access the apartment site and concern with street modification addressing safety vehicles access exposing their properties to the apartment site. Currently the property owners have the benefit of trees and berm screening their properties. Neighbors were advised we will be working with city staff to resolve access for safety vehicles. One suggestion made for reducing traffic on the existing Willow Drive dead-end would be to install dead-end signage at the intersection of Willow Dr and Knollwood Street to discourage vehicle from entering this short 300' dead-end street.)

- Buffering/landscaping
- Impact of potential turn around zone for safety vehicles
- Traffic on dead end portion of Willow Drive



ALTA/NSPS LAND TITLE SURVEY FOR:
Kimley Horn & Associates, Inc.

LEGAL DESCRIPTION:

That part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121, Range 27, described as follows:

Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 16 minutes 39 seconds West, along the East line of said Southwest Quarter, a distance of 328.08 feet; thence South 89 degrees 53 minutes 58 seconds West, parallel to the North line of said Southwest Quarter, a distance of 663.86 feet; thence North 00 degrees 16 minutes 39 seconds East, parallel to the East line of said Southwest Quarter, a distance of 328.08 feet to the North line of said Southwest Quarter; thence North 89 degrees 53 minutes 58 seconds East, along said North line, a distance of 663.86 feet to the point of beginning.

EXCEPT that part contained within the following described property:

That part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121, Range 27, described as follows:

Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 31 minutes 22 seconds West, assumed bearing, along the East line of said Southwest Quarter of the Southeast Quarter, a distance of 328.08 feet to the point of beginning of the land to be described; thence continue South 00 degrees 31 minutes 22 seconds West, along said East line, a distance of 1002.52 feet to the Southeast corner of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 42 minutes 31 seconds West, along the South line of said Southwest Quarter of the Southeast Quarter, a distance of 1311.99 feet to the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 17 minutes 43 seconds East, along the West line of said Southwest Quarter of the Southeast Quarter, a distance of 992.53 feet to the intersection with a line drawn North 89 degrees 51 minutes 19 seconds West from the point of beginning; thence South 89 degrees 51 minutes 19 seconds East, along said line, a distance of 1315.95 feet to the point of beginning.

AND EXCEPT:

The North 20.00 feet of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121 North, Range 27 West, Wright County, Minnesota, lying easterly of the southerly extension of the westerly line of Lot 10, Block 4 of Oak Knoll Second Addition, and lying westerly of the southerly extension of the easterly line of said Lot 10, Block 4.

AND EXCEPT:

The North 20.00 feet of the Southwest Quarter of the Southeast Quarter of Section 30, Township 121 North, Range 27 West, Wright County, Minnesota, lying easterly of the southerly extension of the westerly line of Lot 8, Block 4 of Oak Knoll Second Addition, and lying westerly of the southerly extension of the easterly line of said Lot 8, Block 4.

Abstract Property.

GENERAL SURVEY NOTES:

- The orientation of this bearing system is based on the Wright County coordinate grid (NAD 83-2011 Adj.).
- The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance issued by Land Title, Inc. as agent for Old Republic National Title Insurance Company, Commitment No. 677808 dated May 5, 2023 at 7:00 am.
- The surveyed property has direct access to Ash Street East and Willow Drive West, both being public right of ways.
- The first described metes and bounds exception in the provided legal description is not necessary. Said first exception describes the area currently platted as PINTAIL PONDS.

OPTIONAL TABLE A ITEMS:

- Monuments have been placed at all major corners of the surveyed property described hereon, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
- The address of the property described hereon is Unassigned, Ash Street West, Annandale, MN 55302.
- The property described hereon has not had a flood hazard study completed by FEMA; therefore, a flood map has not been published at this time.
- The total area of the property described hereon is 213,517 square feet or 4.90168 acres.
- The contours depicted hereon are per elevation data collected while conducting the fieldwork. The contour interval is 1 foot.

BENCHMARK: Top of Minnesota Department of Transportation Geodetic Monument 8611 Q RESET
Elevation = 1067.44 feet. (NAVD85)

SITE BENCHMARK: Top of nut of hydrant located in the Southeast corner of the surveyed property
Elevation = 1066.11 feet. (NAVD88)


- No zoning report or letter was received from the insurer pursuant to Optional Table A Item 6(a), as set forth in the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys.
- No buildings were observed in the process of conducting the fieldwork.
- No buildings were observed in the process of conducting the fieldwork.
- No buildings were observed in the process of conducting the fieldwork.
- Substantial features observed in the process of conducting the fieldwork are depicted hereon.
- As of the date of this survey the property described hereon contains no striped parking spaces.
- Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Copher State One Call, per Ticket No. 232342862. However, 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. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.
- The names of adjoining owners according to current tax records are depicted hereon.
- The intersection of Willow Drive West and Knollwood Street is 285 feet North of surveyed property.
- As of the date of this survey there is no observable evidence of current earth moving work, building construction or building additions on the property described hereon.
- The plottable offsite easements or servitudes disclosed in documents provided to the surveyor are depicted hereon.

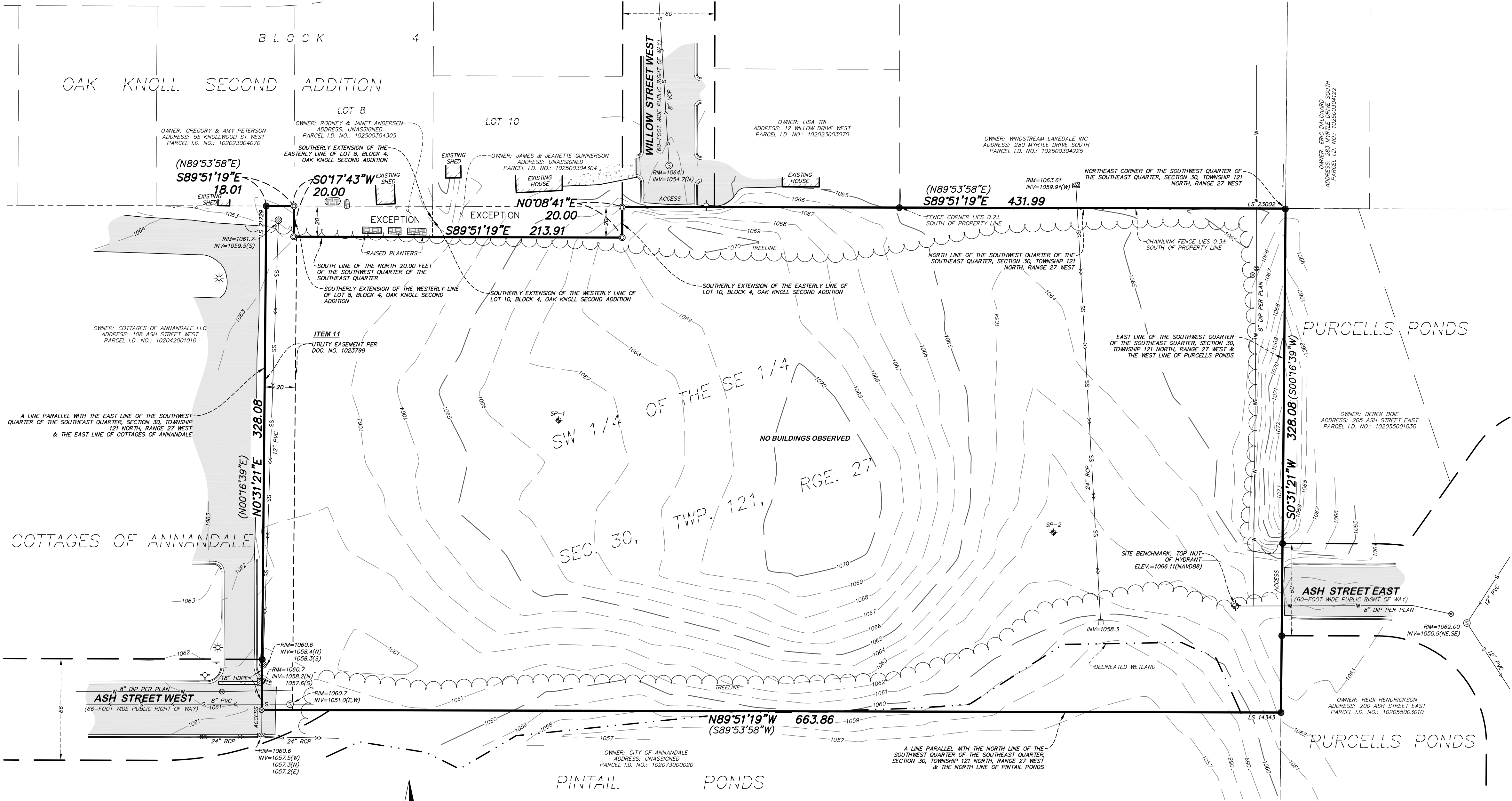
CERTIFICATION:

To Brian J. Bruggeman; Steven A. Bruggeman, as Trustee of the Steven A Bruggeman Trust an undivided 1/2 interest and Kelly R. Bruggeman Trustee of the Kelly R Bruggeman Trust and undivided 1/2 interest; Land Title, Inc.; and Old Republic National Title Insurance Company:

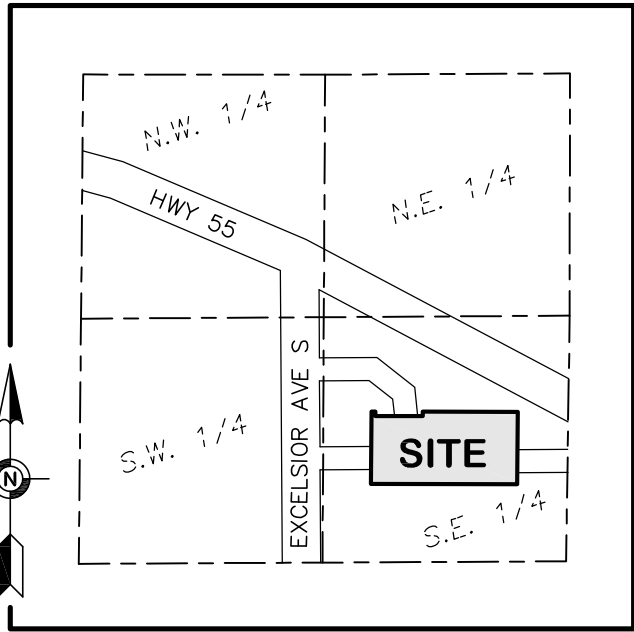
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16, and 18 of Table A thereof. The fieldwork was completed on September 7, 2023.

Date of Plat or Map: September 13, 2023


Eric A. Roeser
Minnesota License No. 47476
eroeser@efnsurvey.com

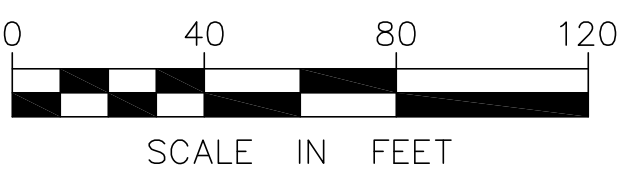
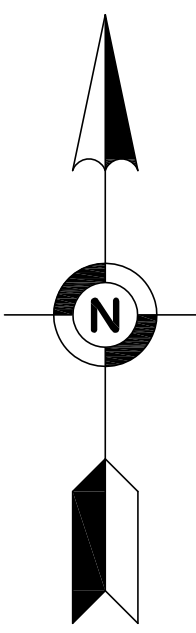


SECTION 30, T 121 N, R 27 W



VICINITY MAP

NO SCALE



SCALE IN FEET

- FOUND IRON MONUMENT
- ⊙ FOUND PK NAIL
- ⊙ SET IRON MONUMENT MARKED WITH LICENSE NUMBER 47476

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 232342862.

CITY OF ANNANDALE
MIDCONTINENT COMMUNICATIONS
CENTER POINT ENERGY

WINDSTREAM COMMUNICATIONS
XCEL ENERGY

SURVEY ITEMS PER SCHEDULE B:

ITEM 11: Perpetual Easement for Utilities dated July 3, 2006, filed August 31, 2006 as Document Number 1023799.

Said easement affects the surveyed property and is depicted hereon. Said easement was not provided to the surveyor, but is currently depicted based on the location shown on previous surveys of record. Once a copy of the easement document is provided to the surveyor, the location of the easement will be verified.

LEGEND:

- ⊕ BENCHMARK
- ⊙ SANITARY MANHOLE
- ⊙ CATCH BASIN
- CULVERT
- ⊙ GATE VALVE
- ⊙ HYDRANT
- ⊙ LIGHT
- ⊙ SIGN
- ⊙ RIM AND INVERT NOT FIELD LOCATED INFORMATION OBTAIN FROM PLANS
- CHAIN LINK FENCE
- WATERMAIN
- STORM SEWER
- SANITARY SEWER
- TREELINE
- EXISTING CONTOUR LINE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- LANDSCAPE AREA

FIELD BOOK	PAGE	FIELDWORK CHIEF:	NO.	DATE	DESCRIPTION
		BW			
		DRAWN BY:			
		DAV			
DRAWING NAME:		CHECKED BY:			
41564.dwg		EAR			
JOB NO. 41564					
FILE NO. 6068					

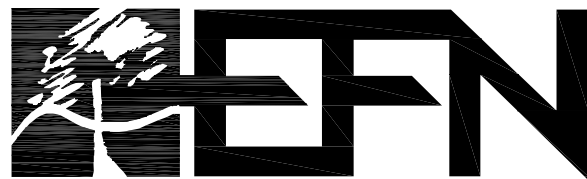
ALTA/NSPS
LAND TITLE SURVEY

SURVEY FOR:

Kimley Horn & Associates, Inc.

PROPERTY ADDRESS:

Unassigned Ash Street West
Annandale, Minnesota 55302

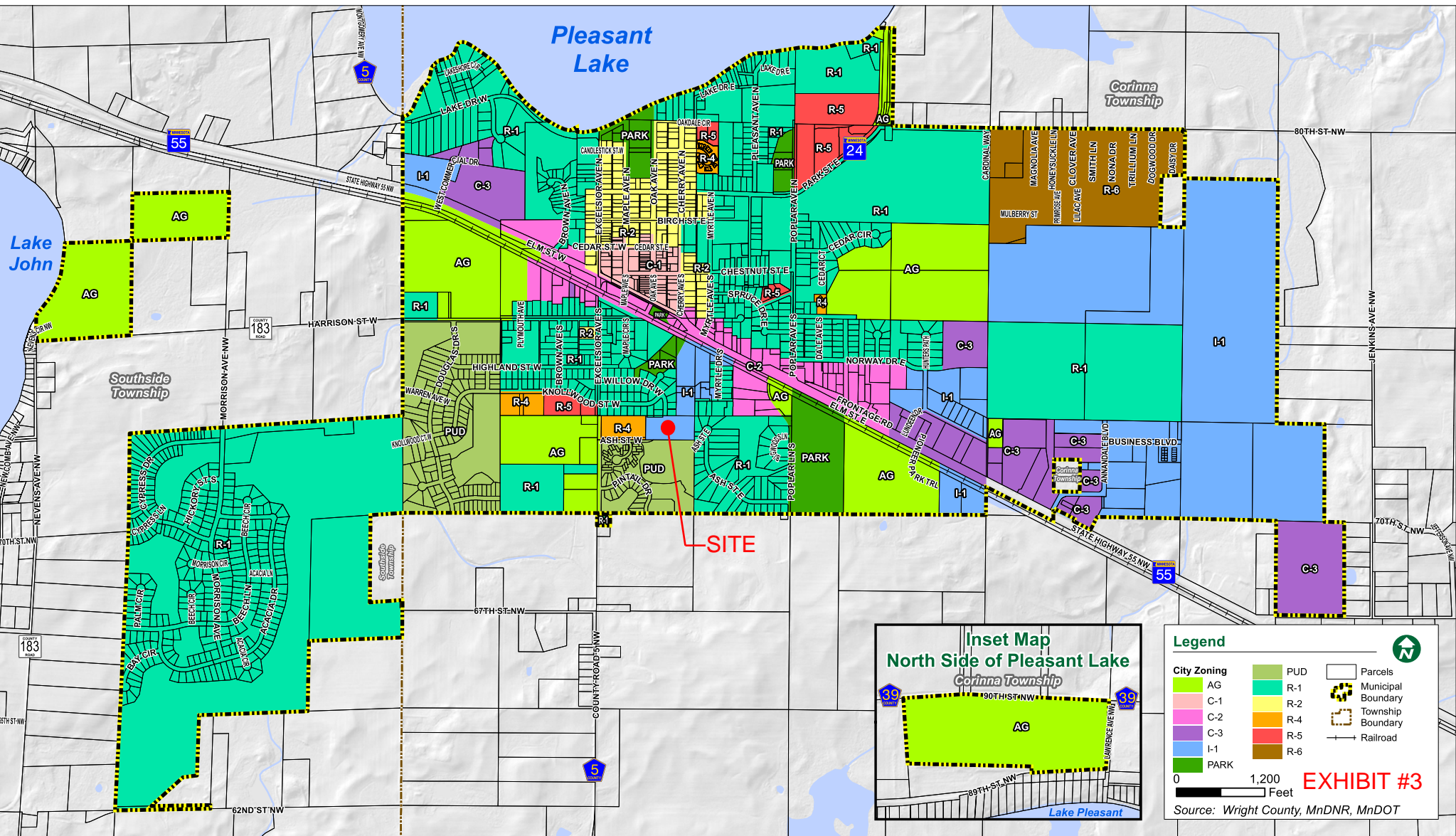


Egan, Field & Nowak, Inc.

land surveyors since 1872

475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM

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Legend

- | | | |
|--------------------|-----|--------------------|
| City Zoning | PUD | Parcels |
| AG | R-1 | Municipal Boundary |
| C-1 | R-2 | Township Boundary |
| C-2 | R-4 | Railroad |
| C-3 | R-5 | |
| I-1 | R-6 | |
| PARK | | |



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Bolton-Menk.com

October 27, 2023

Jacob Thunander, Community Development Director
City of Annandale

via e-mail: jthunander@annandale.mn.us

RE: Bruggeman Rezone Application
City of Annandale, Minnesota
Project No.: OW1.130913

Dear Jacob,

We have reviewed the information submitted with the above referenced application dated 10/3/2023.
We have the following comments:

1. A permanent easement shall be provided for Ash Street across the property. Alternatively, platted right of way shall be provided.
2. Ash Street shall be constructed and connected to existing Ash Street at the west and east property boundaries as part of the proposed improvements.
3. A 10-foot trail shall be constructed along Ash Street.
4. A cul-de-sac or other turnaround acceptable to the Fire Chief and Public Works Director shall be constructed at the end of Willow Drive and shall be contained within a permanent easement or platted right of way.
5. All wetlands and the associated buffers shall be contained within outlots.
6. All utilities shall be contained within easements or public right of way.
7. Watermain shall be extended along Ash Street and connected to the existing watermain located at the western and eastern property boundaries.
8. The applicant shall enter into a stormwater maintenance agreement for the proposed pond.
9. The proposed stormwater pond shall be contained within an easement.
10. The applicant shall avoid existing utilities or re-route them as necessary to accommodate the proposed improvements.
11. Access as required by the Fire Chief, shall be provided around the building perimeter.
12. The applicant shall be responsible for obtaining all required permits.
13. The applicant shall submit all documents required by the Preliminary Plat application at the time of Preliminary Plat.

Jacob Thunander
October 27, 2023
Page 2

14. All construction shall be in accordance with City of Annandale standards.

We recommend that the above referenced comments and comments as provided by other city staff, Planning Commission and Council be incorporated into the Preliminary Plat.

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

Sincerely,

Bolton & Menk, Inc.



Jared Voge, P.E.
Principal Engineer

Date: October 13, 2023

To: Jacob Thunander and members of the City of Annandale Planning Committee

From: Julie Hall, resident of 215 Ash Street East Annandale, Minnesota

Hello!

In my previous letter to the City of Annandale Planning Committee I listed concerns with rezoning of the property PID-102-500-304303. Those concerns are still valid, in my mind, but there have been changes since the letter of May 24, 2023. I now understand that the Planning Commission and the Annandale City Council had set criteria for the developer, Pintail Preserve LLC, which they have met regarding the site plan and that rezoning of this land is the next step.

In a community meeting with the developer, September 7, 2023, nearby residents brought up concerns with Ash Street being linked. Protection of the wetland, increased traffic, physical layout in connecting the roads, no sidewalks with increased pedestrian use from Pintail Ponds and deterioration of current road surfaces were mentioned. It is curious to me that the city has wanted these roads linked, "to the benefit of the community and guided by the city's transportation plan" but would not have done so until a developer made use of this property, making the road their cost. If there were safety concerns, as mentioned at the September meeting, then why did the City not address this years ago? Also, I understand that this developer is to make changes in the Willow Neighborhood to change the turn-around and provide a safe and effective way for emergency vehicles to come in and out of that dead end. Again, why did the City not address this earlier?

Is it possible that Ash Street does not go all the way through with this development and that the project is only accessible from the west via Co. Rd. #5? Personally, I think this would alleviate the concerns of the residents on Poplar and Ash Street East as far as safety of its residents and other pedestrians from Pintail Ponds using the path system and streets and wear and tear on the road surface. Also, the integrity of the wetland in the SE corner of the property could remain better protected.

I appreciate your consideration of this information.

Respectfully submitted,
Julie Hall

Date: May 24, 2023

To: Jacob Thunander and members of the City of Annandale Planning Committee
From: Julie Hall, resident of 215 Ash Street East Annandale, Minnesota

Hello,

I'd like to express my concern for the change in zoning of the Property, PID: 1-2-500-304303 from Industrial (I-1) to (R-5). I feel that, if changed, it would be detrimental to the neighbors surrounding this property to have many more people driving through neighborhoods and living in this area and hope that this request will be denied or changed to a much lesser occupancy level.


My reasons that I wish you would deny this request are that Poplar Street, Ash Streets East and West, Willow and Knollwood Streets were not built with the high level of traffic one would expect from the addition of an apartment building housing many people. There are no sidewalks so pedestrians walk on the street and children play on the street with a watchful eye. The surface of the road was not built for a high level of traffic both in width and in quality (as you can see by the condition of the, over 20 year old, surface on the streets currently). The city would incur extra expenses as a result of the deteriorating road condition.

The path system through the neighborhoods in the area is convenient for walkers and bicyclists (along with the golf carts and other motorized vehicles that sneak on it). Because there are no sidewalks pedestrians need to walk on the street between pathways. The traffic level currently is sufficient, while still needing to be careful of children playing and biking, pedestrians with strollers, pets on leashes, and golf carts.

Winding through a neighborhood, if Ash St. E were used as entry and exit points, makes little sense with the concerns it could bring to the current residents. Having access to County Road #5 would make a quicker commute north and south, especially by having the traffic light on Hwy. #55.

The Purcell Ponds community has gained an abundant flow of pedestrians from the Pintail Ponds apartment homes and will have more with the addition of the 90 unit apartment complex that is being developed. I believe this part of Annandale will be saturated with residents based upon the plans already established and that the vast majority of residents who already live there neither want or should have to manage more people in a relatively small area.

Respectfully submitted,
Julie Hall

A handwritten signature in cursive script, appearing to read "Julie Hall", written in dark ink.

Date: 5-21-2023

To: Annandale Planning Commission

From: Resident's of the Purcell Pond Community, The Cottages, and surrounding area

We, the below signed, residents of Purcell Ponds, The Cottages, and surrounding area ask that the City of Annandale DENY the rezoning of PID: 1-2-500-304303 to R-5 by applicant Pintail Preserve, LLC and property owners Steven A. Bruggeman TR and Kelly R. Bruggeman TR.

We feel that the rezoning of this property from Industrial (I-1) to (R-5) High Density Multi-Family Residential would cause a detriment to our neighborhoods and the residents therein.

Signed:

Address:

<u>Julie Hall</u> <u>Julie Hall</u>	<u>215 Ash St. E Annandale</u>
<u>Lindsay Salo</u> <u>Jurdsapfalo</u>	<u>217 Ash St E Annandale</u>
<u>Brian McARDELL</u> <u>Ben McEll</u>	<u>219 Ash St E ANNANDALE</u>
<u>Ben Arvidson</u> <u>Ben Ash</u>	<u>212 Ash St. E Annandale</u>
<u>Robert a Olk</u>	<u>208 Ash St.E Annandale</u>
<u>Stephanni Mcardell</u>	<u>219 Ash St E Annandale</u>
<u>Erica Olk</u> <u>Erica Olk</u>	<u>208 Ash St. E Annandale</u>
<u>[Signature]</u>	<u>204 Ash St. E Annandale</u>
<u>Alvin [Signature]</u>	<u>204 Ash St. E Annandale</u>
<u>Amanda Frei</u>	<u>265 Myrtle Dr S Annandale</u>
<u>ANDREW JUNG</u>	<u>213 ASH STE, ANNANDALE</u>
<u>Alex Hansen-Michelson</u>	<u>211 Ash St E., Annandale</u>
<u>Andrew Frei</u>	<u>265 Myrtle Dr S. Annandale</u>
<u>Hiedi Hendrickson</u>	<u>200 Ash St. E, Annandale</u>
<u>Ashley [Signature]</u>	<u>207 Ash St E Annandale</u>
<u>[Signature]</u>	<u>207 Ash St. E Annandale</u>
<u>NICK LAWLER</u> <u>[Signature]</u>	<u>280 PORCIE LN ANNANDALE</u>

Date: 5-21-2023

To: Annandale Planning Commission

From: Resident's of the Purcell Pond Community, The Cottages, and surrounding area

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We feel that the rezoning of this property from Industrial (I-1) to (R-5) High Density Multi-Family Residential would cause a detriment to our neighborhoods and the residents therein.

Signed:

Address:

Jerry E Ditt 270 Poplar Ln

Gary Kester 320 Big Woods Ln

Danay Kester 320 Big Woods Ln

Jennifer Olsen 330 Big Woods Lane

Chad Olsen 330 Big Woods Lane

Carla Hanson 270 Poplar Ln

Misty 340 Big Woods Ln

Mr. W 350 Big Woods Ln

Mr. W 450 Poplar Ln

Mr. W 530 Poplar Ln

Ashley Jones (Ashley Jones) 213 Ash St

Debra Carthe, Debra Carthe 114 Ash St W.

Ron Simpson 216 Ash St. W

Linda Clark 120 Ash St W.

Diana Ashwill 124 Ash St W. Annandale

Thad Ashwill 124 Ash St. W. Annandale

Nancy Moran 100 Ash St. Annandale

Date: 5/23/23

To: Annandale Planning Commission

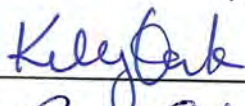
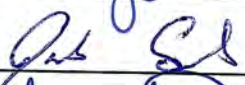

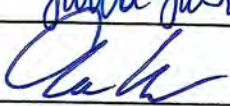
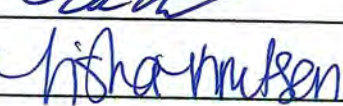
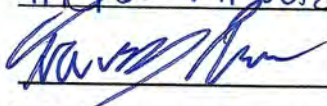
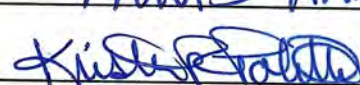

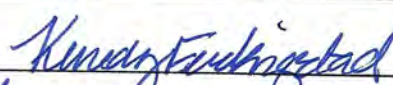
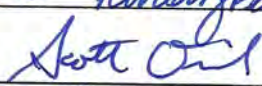
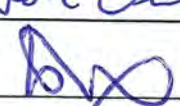
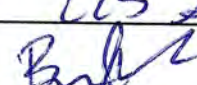
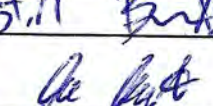
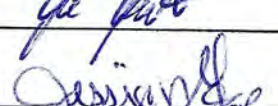
From: Resident's of the Purcell Pond Community, The Cottages, and surrounding area

We, the below signed, residents of Purcell Ponds, The Cottages, and surrounding area ask that the City of Annandale DENY the rezoning of PID: 1-2-500-304303 to R-5 by applicant Pintail Preserve, LLC and property owners Steven A. Bruggeman TR and Kelly R. Bruggeman TR.

We feel that the rezoning of this property from Industrial (I-1) to (R-5) High Density Multi-Family Residential would cause a detriment to our neighborhoods and the residents therein.

Signed:

Address:

Kelly Orvik		209 Ash St E Annandale
Jacob Sain		217 Ash St E Annandale
Laura LaTour		315 ash St E Annandale
Aaron Wander		540 Poplar Ln S Annandale
Trisha Knutson		530 poplar Ln S annandale
	Travis Knutson	530 poplar Ln S annandale
Kristen Politte		260 Big Woods Ln Annandale
Brock Fobbe		311 Big Woods Ln Annandale
Kennedy Ferkingstad		311 Big Woods Ln Annandale
Scott Orvik		209 Ash St. E. Annandale
Heidi Jenkins		228 Ash St E Annandale, MN
Ryan Lundeen		228 Ash St E Annandale, MN
Shawna Benson		225 Ash St. E. Annandale MN 55302
Briana Justin		305 Ash street E Annandale, MN
Joe Justin		305 Ash St E Annandale, MN
Jessica Goff		21 Ash St E Annandale MN
Brandon Brinkhaus		223 Ash st E Annandale MN

From: Resident's of the Purcell Pond Community, The Cottages, and surrounding area

We feel that the rezoning of this property from Industrial (I-1) to (R-5) High Density Multi-Family Residential would cause a detriment to our neighborhoods and the residents therein.

Address:

122 Ash St. West, Annandale

The Cottages

164 Ash st W

105 KNOXWOOD ST

105 Hollywood St W

Date: 5-23

To: Annandale Planning Commission

From: Resident's of the Purcell Pond Community, The Cottages, and surrounding area

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We feel that the rezoning of this property from Industrial (I-1) to (R-5) High Density Multi-Family Residential would cause a detriment to our neighborhoods and the residents therein.

Print and Sign:

Address:

<u>Dianne F. Stute</u> <u>Dianne F. Stute</u>	<u>168 Ash St. West, Annandale</u>
<u>Sandra J. McDonald</u>	<u>160 Ash St W. Annandale</u>
<u>Meredith R. Evans</u>	<u>78 Ash St. W. ANNANDALE</u>
<u>LINDA M. Medeck</u>	<u>104 Ash St. W. Annandale</u>
<u>Rebecca Fitch</u> <u>Rebecca Fitch</u>	<u>216 Ash St E Annandale</u>
<u>Lisa Tri</u> <u>Lisa M. Tri</u>	<u>12 Willow Dr. W, Annandale</u>
<u>Don + Jeanette Keyser</u> <u>Jeanette Keyser</u>	<u>12 Willow Dr. W. Annandale</u>
<u>Heather Frederick</u> <u>Heather Frederick</u>	<u>4 Willow Dr W Annandale</u>
<u>Peggy & Roger Schmidt</u>	<u>112 Ash Street N. Annandale</u>

Date: 5/21/2023

To: Annandale Planning Commission

From: Resident's of the Purcell Pond Community, The Cottages, and surrounding area

We, the below signed, residents of Purcell Ponds, The Cottages, and surrounding area ask that the City of Annandale DENY the rezoning of PID: 1-2-500-304303 to R-5 by applicant Pintail Preserve, LLC and property owners Steven A. Bruggeman TR and Kelly R. Bruggeman TR.

We feel that the rezoning of this property from Industrial (I-1) to (R-5) High Density Multi-Family Residential would cause a detriment to our neighborhoods and the residents therein.

Signed:

Address:

[Signature]

220 Ash St E

[Signature]

224 Ash St E

[Signature]

224 Ash St E

[Signature]

236 Ash St E

[Signature]

240 Ash St E

[Signature]

304 Ash St. E

Austin Torres

308 Ash St E.

Michelle Richer

313 Ash St E.

Dakota Larson

320 Ash St E

Allen Duke

212 Ash St. E.

Mary Shore/Mary Shore

72-Ash St. W

Mylene Bailey Mylene Bailey

70 Ash St. W

Adeline Anderson Adeline Anderson

68 Ash St. W.

Bruce & Bobbie Nelson

62 Ash St. W.

John McArdeil

64 Ash St W

Tammie Caughron/Tammie Caughron

60 Ash St. W.

Clara Collier/

Clara Collier

60 Ash St. W.

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We feel that the rezoning of this property from Industrial (I-1) to (R-5) High Density Multi-Family Residential would cause a detriment to our neighborhoods and the residents therein.

Address:

First Name	Last Name	Address
Derek	Boic	205 1st St E Annandale MN
Laura	LeTarr	3150 1st St E Ann MN
Aaron	Struever	331 Big Woods Lane Annandale, MN
Samantha	Hanson	311 Ash Street E, Annandale

CITY OF ANNANDALE NOTICE OF PUBLIC HEARING

Notice is hereby given that the Annandale Planning Commission will hold a public hearing on November 6, 2023 at 5:30 p.m. or as soon thereafter, at the Annandale City Council Chambers, 30 Cedar Street East, to consider the following:

Consideration of a request for Rezoning from Industrial District (I-1) to High Density Multi-Family Residential District (R-5)

Applicant:	Pintail Preserve LLC (Brian Bruggeman)
Property Owner:	Steven A Bruggeman TR & Kelly R Bruggeman TR
Property Location:	Legal Description: Lengthy Legals – See City Hall PID: 102-500-304303

Pertinent information about this request is available for viewing at City Hall.

Oral testimony will be accepted on the above subjects, and all persons desiring to be heard on referenced subjects will be heard at this meeting. Written comments may be taken at the Annandale City Hall, 30 Cedar Street East, PO Box K, Annandale, MN 55302 until the date of the hearing. Questions may be directed to the City of Annandale at 320-274-3055.

Posted: October 9, 2023

Published: October 18, 2023 in the *Annandale Advocate*

Hello This is Edward Schmidt I live
At 15 Knollwood St. West Annandale. Due
To my work schedule I AM unable to attend
the November 6th Hearing. I reviewed the
proposed plan And would like to vote NO
At this time.

Jacob Thunander

From: Clint olson <jenna_bart@msn.com>
Sent: Monday, November 6, 2023 3:02 PM
To: Jacob Thunander
Subject: Pintail Reserve Hearing

Hello,

My name is Clinton Olson, I live at 35 Willow DR W Annandale MN 55302. Shelly told me to email you on my input for the Pintail Reserve, since I will be unable to attend tonight's hearing. This has been an ongoing topic for at least 4 years and I know it's just a matter of time before something gets approved whether the citizens approve it or not. That being said, I'm not opposed to make a residential area, it's the most logical use for that area. What I am opposed to is making this another area for apartments. I do not think there is a need for another big apartment complex and I don't want to see a complex in what will be in the middle of 2 neighborhoods. I would like to see is that senior housing that is already established near this area expand and use up the rest of that area for more housing for senior living. From what I understand by my great uncle, is that those senior living homes are always full with a large waiting list for people wanting to move into those homes. It's taken over 5 years for my uncle to get into spot 8, that being said by expanding that senior living it would have an immediate impact on the city because those spots will already be filled. I also like the idea of balancing the city, last year by the high school that large senior living place was built, I think that this side of hwy 55 should get an expansion on senior living now. Where I live this development will have a direct impact to me, so I would like my input to be taken into consideration.

Thank You,
Clinton Olson

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

Dated Nov 9, 2023

To JACOB THUNDER AND MEMBERS OF THE
CITY COUNCIL

FROM JANET L ANDERSEN 35 Knollwood Street
Annandale Minnesota

IN REGARD TO THE REZONING OF PARCELS 102-500-304302
TO R-5 FROM I-1.

1. How CAN A PERSON WHO DOES NOT OWN THE
LAND AS LISTED ABOVE ASK FOR REZONING
2. THERE IS ALREADY A 3 STORY APARTMENT
BUILDING TO THE SOUTH OF THIS LAND WITH OVER
50 UNIT. THE TRAFFIC COMING AND GOING
IS HEAVY AM AND PM.
3. THE PLAN IS TO PUT A PATH ALONG THE
PROPOSED ASH STREET. TO JOIN THE ON
AT PINTAIL CIRCLE WHICH IS PRIVATE. WHEN
YOU GET TO COUNTY 5 THERE IS NO ADJOINING
PATH UNTIL YOU GET TO HIGHLAND. THEN YOU
CROSS COUNTY 5 FOR A BLOCK THEN CROSS
AGAIN TO THE EAST.
4. THE PEOPLE IN THE APARTMENTS PAY NO REAL
ESTATE TAXES LEAVING IT UP TO THE RESIDENTS
TO PAY FOR THEM
5. THE 86+ PEOPLE AND AT LEAST 10-20 MORE
NOT ON THAT LIST WOULD LIKE THIS AREA TO
STAY AS IT IS

Submitted by JANET L ANDERSEN

Gent Andersen



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6V

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: Resolution- Special Appropriation
Application

Core Strategy:

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

Background

The City receive \$4.09M in Bonding Funds from the 2020 Bonding Bill. The City is submitting the required application for funds. The attached resolution is required.

Recommended Action

Motion to approve Resolution as presented

Attachments:

- Resolution

CITY OF ANNANDALE
RESOLUTION 23-__
Special Appropriation Application

BE IT RESOLVED that the City of Annandale act as the legal sponsor for the project contained in _____ entitled Annandale Highway 55 and Poplar Realignment Improvements

BE IT FURTHER RESOLVED that the City of Annandale has the legal authority to receive financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the development proposal are committed to the project identified.

BE IT FURTHER RESOLVED that City of Annandale has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its development proposal by the state, the City of Annandale may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of Annandale certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that Mayor and City Administrator are hereby authorized to execute such agreements as are necessary to implement the project(s) on behalf of the City of Annandale.

I CERTIFY THAT the above resolution was adopted by the City Council of Annandale on November 13, 2023.

SIGNED:

WITNESSED:

(Authorized Official)

(Signature)

(Title)

(Date)

(Title)

(Date)



City Council Agenda

November 13, 2023

Agenda Section: Consent

Agenda No. 6W

Report From: Kelly Hinnenkamp
City Administrator

Agenda Item: Fire Relief Contribution

Core Strategy:

- | | |
|--|---|
| <input type="checkbox"/> Inspire Community Engagement | <input checked="" 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: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The Annandale Fire Relief Association is requesting a \$400 increase in benefit amount for the department retirement benefit. That would increase the annual amount from \$3000 to \$3400. The City has historically planned increase every two years. This plan was set approximately 8 years ago in an effort to avoid falling behind on this benefit for the Fire Department which could result in the need for a significant increase in any one year.

Mayor Jonas and Administrator Hinnenkamp attended the Fire Relief meeting this past month to review the retirement fund projections. The fund is currently vested in excess of 100% and is projected to stay strong over the next few years even with expected payouts of long time Fire Department members and the \$400 increase.

Enclosed is additional information regarding benefit amounts throughout the state.

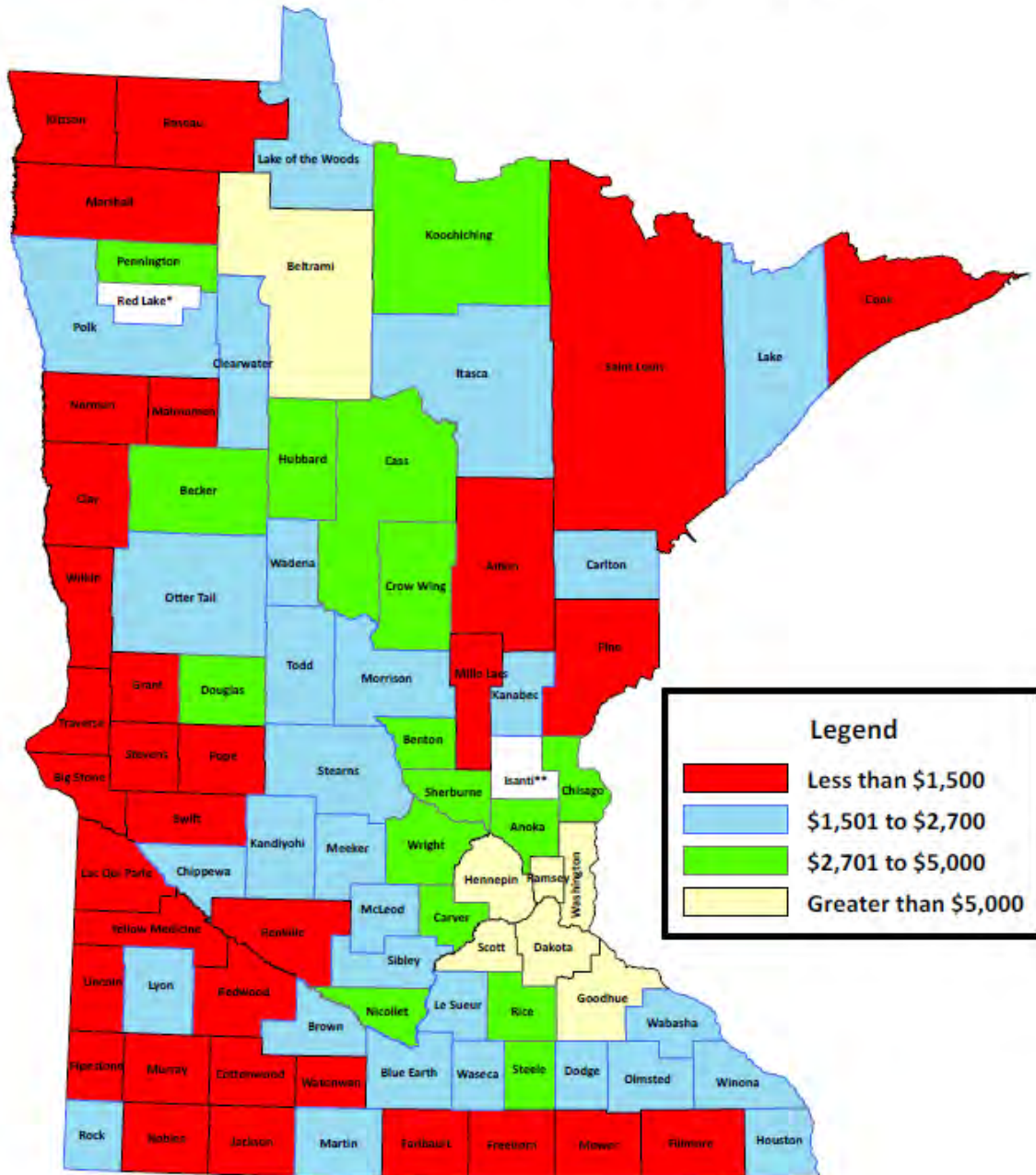
Recommended Action

Motion to approve the benefit increase to \$3400

Attachments:

- Reports on Fire Relief Benefits

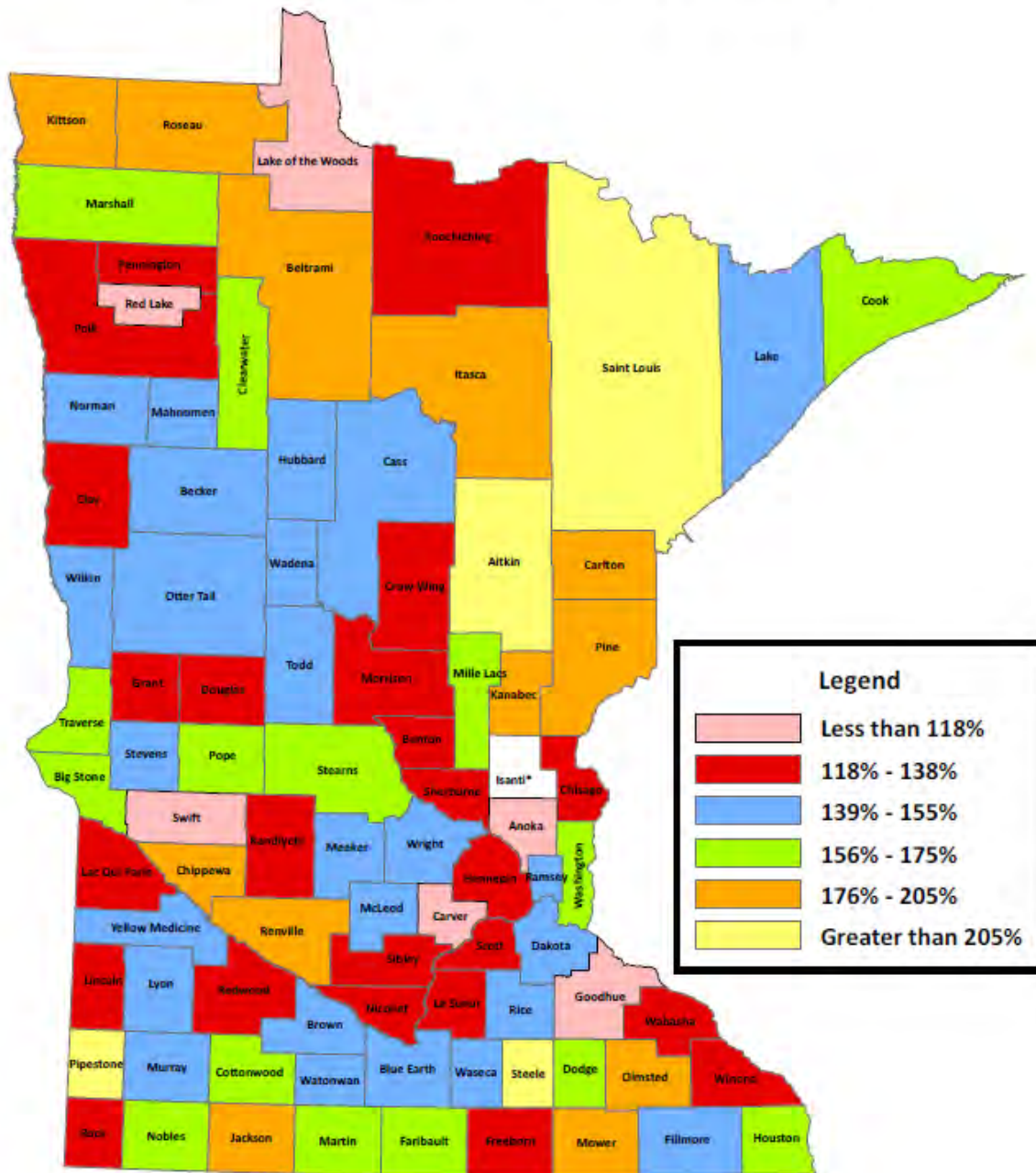
2021 Lump-Sum Benefit Levels Average For Relief Associations by County



*Red Lake County is blank because there only are defined contribution plans in the county.

**Isanti County is blank because there are no relief associations in the county.

2021 Funding Ratios Average For Relief Associations by County



*Isanti County is blank because there are no relief associations in the county.



City Council Agenda

November 13, 2023

Agenda Section: Old Business
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 8A
Agenda Item: Ordinance Regulating Cannabis Sales

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: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The City has authority to regulate sales related to THC products. These regulations will allow the City necessary tools to monitor sales to ensure compliance with state law. A draft of the proposal was reviewed at the September 11, 2023 and October 2, 2023 meetings. Council requested amendments to include the following:

- Have Penalty Fees consistent with Liquor Penalty Fees
- Address onsite signage
- Allow Liquor THC products outside of a secured case in establishments that hold an off sale license.

These modifications have been made to the ordinance. A final draft is attached.

If approved, staff is recommending applications to be due before 12/31/2023 with licenses approved at the January Council meeting. Future years would require approval at the December Council meeting for January 1st renewal.

Recommended Action

Will be discussed at the meeting

Attachments:

Draft Ordinance

ORDINANCE NO. 411
AN ORDINANCE ADOPTING CHAPTER 121 REGULATING THE SALE OF
TETRAHYDROCANNABINOL (THC) PRODUCTS

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

Section 1. Code Adopted. City Code 121 is hereby adopted to include the following:

Sec. 121.01. **Purpose and Intent.** The purpose of this Chapter is to regulate the possession and sale of any product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minn. Stat. § 151.72 and Minn. Stat. Chapter 342 (“THC Products”) for the following reasons:

- (a) By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minn. Stat. § 151.72 to allow the sale of certain products containing tetrahydrocannabinol (“THC”).
- (b) The new law does not prohibit municipalities from adopting and enforcing local ordinance to regulate THC product businesses including, but not limited to, local zoning and land use requirements and business license requirements.
- (c) The National Academies of Science, Engineering, and Medicine note that the growing acceptance, accessibility, and use of THC Products, including for medical purposes, have raised important public health concerns, while the lack of aggregated knowledge of cannabis-related health effects has led to uncertainty about the impact of its use.
- (d) The City recognizes the danger THC use presents to the health, welfare and safety of youth in Annandale.
- (e) The Minnesota Legislature recognized the danger of THC Product use among the public at large by setting potency and servicing size requirements.
- (f) The Minnesota Legislature recognized the danger of THC Product use among youth by prohibiting the sale of any product containing THC to those under the age of 21, requiring that edible THC products be packaged without appeal to children and in child-resistant packaging or containers.
- (g) State law authorizes the Board of Pharmacy to adopt product and testing standards in part to curb the illegal sale and distribution of THC products and ensure the safety and compliance of commercially available THC products in the state of Minnesota.
- (h) The City has the opportunity to be proactive and make decisions that will mitigate this threat and reduce exposure of young people to the products or to the marketing of these products and improve compliance among THC Product retailers with laws prohibiting the sale or marketing of THC Products to youth.
- (i) A local regulatory system for THC Product retailers is appropriate to ensure that retailers comply with THC Product laws and business standards of the City of Annandale to protect the health, safety and welfare of our youth and most vulnerable residents.
- (j) A requirement for a THC Product retailer registration will not unduly burden legitimate business activities of retailers who sell or distribute THC Products to adults and will allow the City of Annandale to regulate the operation of lawful

businesses to discourage violations of state and local THC Product-related laws.

- (k) In making these findings and enacting this Chapter, it is the intent of the Annandale City Council to ensure responsible THC product retailing, allowing legal sale and access without promoting increases in use, and to discourage violations of THC Product-related laws, especially those which prohibit or discourage the marketing, sale or distribution of THC products to youth under 21 years of age.

Sec. 121.02. **Definitions.** Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

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

Delivery Sale means the sale of any cannabinoid products conducted by any means other than an in-person, over-the-counter sales transaction in a registered retail establishment. Delivery Sale includes, but is not limited to, sales conducted by: telephone or other voice transmission; mail or other written submission; website, mobile device application software, the internet; and/or door-to-door delivery service. Delivery Sale includes delivery by retailer or third parties by any means, including curbside pick-up.

Registered Product or THC Product. Any product that contains more than trace amounts of tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minn. Stat. § 151.72 and Minn. Stat. Chapter 342. Registered Product does not include medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6, as may be amended from time to time.

Moveable place of business means any form of business that is operated out of a kiosk, tent, canopy, booth, pop-up stand, shipping container, or any other temporary shelter of any kind, or out of a truck, van, automobile, trailer, wagon, or other type of vehicle of any kind and not a fixed address storefront or other permanent type of structure authorized for sales transactions.

Operator means the person in legal possession and control of a location by reason of ownership, lease, contract or agreement, for the sale of cannabinoid products at retail.

Retail establishment means a fixed place of business where Registered Products are available for sale to the general public, including but not limited to grocery stores,

tobacco products shops, CBD stores, convenience stores, gasoline service stations, bars and restaurants.

Sale means any transfer of goods for money, trade, barter or other consideration.

Self-service merchandising means an open display of Registered Products in any manner where any person has access to the Registered Products without the assistance or intervention of the Operator or Operator's employee. Assistance or intervention means the actual physical exchange of the Registered Product between the customer and the Operator or employee.

Vending machine means any mechanical, electrical or electronic, or other type of device that dispenses Registered Products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the Registered Product.

Sec. 121.03. **Prohibited Sales.** It shall be unlawful for any person to sell, transfer or otherwise distribute any THC Product within the City:

- (a) Unless the sale is transacted by a person who holds, or is employed by a person who is a registered THC Product retailer;
- (b) Unless the sale is transacted in-person, at a registered retail establishment;
- (c) If the sale involves any vending machine or self-service merchandising;
- (d) If the sale involves a delivery sale;
- (e) If the sale involves adulterated or misbranded THC Products;
- (f) If the sale is to a person under the age of 21; and
- (g) If the sale violates any other law, order, ordinance, regulation, or statute.

Sec. 121.04. **Prohibited Possession.** It shall be unlawful for any person under the age of 21 to possess THC Products unless they are an employee of a registered retailer under this Chapter, are at least 18 years of age and are possessing the THC Product as part of their employment. It shall be unlawful for any person to procure for or provide THC products to any other person under the age of 21.

Sec. 121.05. **Registration Required.** It will be unlawful for any person to sell at retail any THC Products within the City without first registering with the City.

Sec. 121.06. **Registration Process.**

- (a) A Registration form to shall or otherwise distribute Registered Products shall be provided by the City and accompanied by a registration fee as determined by the City Council. The registrant shall provide their full name, their residential and business addresses and telephone numbers, the name of the business being registered and any additional information the City deems necessary. A business entity applicant shall provide a list of all persons that have an interest of 5% or more in the business. The list shall name all owners and show the interest held by each, either individually or beneficially for others. If the City Clerk determines that a registration form is incomplete, it shall be returned to the registrant with notice of the information necessary to make the form complete.

- (b) It is the duty of each registrant to notify the City Clerk in writing of any change in ownership in the business.
- (c) Each registration shall be issued for a period of one year.
- (d) Registrations under this Chapter shall be valid only on the registered premises and only for the person or business to whom the registration is completed. The transfer of any registration to another location, business or person is prohibited.

Sec. 121.07. Ineligibility and Basis for Denial of Registraton.

- (a) Ineligibility.
 - (1) Moveable Place of Business. No retail sales of THC products shall be made from a moveable place of business. Only fixed location business shall be eligible to register under this Chapter.
 - (2) The proposed registered premises does not meet zoning requirements.
- (b) Grounds for denying registration include, but are not limited to, the following:
 - (1) The registrant is prohibited by Federal, State or other local law, ordinance or regulation from selling THC products.
 - (2) The registrant has been convicted within the past five years of any violation of federal, state, or local law, ordinance provision, or other regulation relating to THC Products.
 - (3) The registrant has had a license to sell THC Products suspended or revoked within 12 months preceding the date of application, or the registrant has or had an interest in another premises authorized to sell THC Products, whether in the City or in another jurisdiction that has had a license to sell THC Products suspended or revoked in the same time period, provided that the applicant had an interest in the premises at the time of the violation that led to the revocation or suspension.
 - (4) The registrant fails to provide any of the information required to the City or provides false or misleading information. A false statement on any registration form shall cause an automatic refusal of registration, or if already issued, shall render any registration void and of no effect to protect the applicant from prosecution for a violation of this Chapter.
 - (5) The registrant is not a retail establishment as defined in this ordinance.
- (c) Transient businesses prohibited. No transient business shall be eligible for registration. A transient business means:
 - (1) Any movable place of business;
 - (2) Any business conducted from a permanent structure for a period of less than 6 consecutive months in a year.

Sec. 121.07. Additional Requirements.

- (a) All THC Product testing must comply with the requirements set forth in Minnesota Statutes.
- (b) All THC Product labeling and packaging must comply with the requirements of Minnesota Statutes and must be prepackaged in packaging or a container that is child-resistant, tamper-evident, and opaque or placed in packaging or a container that is child-resistant, tamper-evident, and opaque at the final point of sale to a

customer. The requirement that packaging be child-resistant does not apply to a THC Product that is intended to be consumed as a beverage and which contains no more tetrahydrocannabinol than permitted under state law.

- (c) THC Products must not contain more tetrahydrocannabinol in a single serving than allowed by state law.
- (d) No person under the age of 18 shall be permitted to handle transactions for the sale of THC Products.

Sec. 121.08. Prohibited Distribution Practices.

- (a) Samples Prohibited. No person shall distribute samples of any THC Product free of charge or at a nominal cost. No person shall distribute THC products as a free donation.
- (b) Coupon and Price Promotion. No person shall accept or redeem any coupon, price promotion, or other instrument or mechanism, whether in paper, digital, electronic, mobile, or any other form, that provides any cannabinoid products to a consumer at no cost or at a price that is less than the non-discounted, standard price listed by a retailer on the item or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale, including all applicable taxes.
- (c) No Self-service Displays. Except for products that are intended to be consumed as a beverage which are offered for sale at a premises holding an off-sale liquor license, all THC products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely accessible to the general public. No person shall allow the sale of THC products in open displays that are accessible to the public without the intervention of a store employee.

Sec. 121.09. Signage. At each location where THC Products are sold, the registrant shall display a sign in plain view to provide public notice that selling any of these products to any person under the age of 21 is illegal and subject to penalties. The notice shall be placed in a conspicuous location in the registered establishment and shall be readily visible to any person who is purchasing or attempting to purchase these products. No signage containing a depiction of a cannabis leaf or cannabis flower shall be used in any building signs, placed in the windows of the licensed establishment, nor placed in a location so as to be visible to the public outside of the licensed establishment.

Sec. 121.10. Age Verification. At each location where THC Products are sold, the registrant shall verify, by means of government-issued photographic identification containing the bearer's date of birth, that the purchaser or person attempting to make the purchase is at least 21 years of age.

Sec. 121.11. Responsibility. All operators and registrants are responsible for the actions of their employees regarding the sale, offer to sell, and furnishing of THC Products on the registered premises. The sale, offer to sell, or furnishing of any THC Product by an employee shall be considered an act of the registrant and operator.

Sec. 121.12. Compliance Checks and Inspections. All registered premises must be

open to inspections by law enforcement or other authorized city officials during regular business hours, for compliance with this Ordinance and such other Ordinances, rules, regulations, and laws relevant to the sale of cannabinoid products. From time to time, but at least once per year, the City shall conduct compliance checks.

No person used in compliance checks shall attempt to use false identification misrepresenting their age. All persons lawfully engaged in a compliance check shall answer all questions about their age asked by the licensee or their employee, and shall produce any identification, if any exists, for which they are asked. The City will conduct a compliance check that involves the participation of a person at least 18 years of age, but under the age of 21 to enter the registered premises to attempt to purchase the registered products. Persons used for the purpose of compliance checks shall be supervised by law enforcement.

Sec. 121.13. Civil Penalty.

- (a) The City Council will follow the provisions of this section on imposition of a civil penalty against a registrant under this Chapter.
 - 1. Notice of Violation. The Chief of Police will provide, in writing, to the registrant either personally or by mail, notice of any alleged violation of the provisions of this Chapter committed in the operation of the registrant's business and provide notice to the City Council. If the City Council determines from the facts and circumstances reported, together with any other facts and circumstances known to it, that the violation may warrant a civil penalty, it will notify the registrant of their right to request a hearing prior to the imposition of the civil penalty. The registrant must request a hearing within seven (7) days of receipt of the Notice. If requested, a hearing shall be scheduled before the City council sufficiently in advance to provide ten days written notice of the time, place and purpose of such hearing to the registrant.
 - 2. Hearing on Alleged Violations. At the time of the hearing, the registrant may appear and present any evidence which is material to the investigation. The City Council will make and adopt findings of fact as to whether a violation of the provisions of this Chapter has been committed in the operation of the registrant's business and whether the violation was willful in nature. If the registrant has violated any of the provisions of this Chapter, the City Council may impose a civil fine. If the violation is upheld, the person appealing shall be responsible for reimbursing the City up to \$500.00 of the City's actual expenses.

Sec. 121.14. Penalties For Violations.

- (a) Administrative Penalties – Individuals. If a person who is not a licensee is found to have violated this Chapter, the person shall be charged with an administrative penalty as follows:
 - 1. First Offense over a 24 month period: \$700 fine
 - 2. Second Offense over a 24 month period: \$1500 fine
 - 3. All Other Offenses over a 24 month period: \$2000 fine
- (b) Administrative Penalties – Registrant. If a registrant or an employee of a

registrant is found to have violated this Chapter, the registrant shall be charged with an administrative penalty as follows:

1. First Offense over a 24 month period: \$700 fine
 2. Second Offense over a 24 month period: \$1500 fine and suspension up to 60 days
 3. All Other Offenses over a 24 month period: \$2000 fine and suspension up to 60 days
- (c) Any administrative penalty assessed against a licensee pursuant to this section must be paid in full within 30 days from receipt of written notification of the City Council's imposition of the civil fine.
- (d) Petty Misdemeanor. Violation of this Chapter shall be a petty misdemeanor. Nothing in this section shall prohibit the City from pursuing prosecution of any violation in lieu of administrative penalties. Each day that a person is in violation of the provisions of this Chapter is a successive violation.

Sec. 121.15. **Severability.** If any section or portion of any section of this Chapter is deemed invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of other sections or portions of sections of this Chapter.

Section 2. Effective Date. This ordinance shall be effective upon passage and publication.

Adopted this 13th day of November 2023

ATTEST:

Shelly Jonas, Mayor

Kelly Hinnenkamp, City Administrator/Clerk



City Council Agenda

November 13, 2023

Agenda Section: New Business
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 9A

Agenda Item: Resolution Accepting Report and
Authorizing Plans/Specs- Highland/Brown Imp

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: Click or tap here to enter text.

Background

Attached is a memo from the City Engineer regarding the Report and next steps in the Highland/Brown Improvements.

Recommended Action

Will be discussed at the meeting

Attachments:

- Engineer Memo
- Resolution
- PER



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

MEMORANDUM

Date: November 8, 2023
To: Honorable Mayor Jonas
Members of the City Council, City of Annandale
From: Jared Voge, P.E.
City Engineer
Subject: 2024 Improvements
Annandale, Minnesota
BMI Project No.: 0W1.131926

At the August 14, 2023 Council meeting, Council adopted a resolution ordering preparation of a Preliminary Engineering Report for the 2024 Improvements Project. Enclosed is the report describing the proposed improvements and the corresponding financial impact associated with them.

If Council desires to proceed with utilizing assessments as a funding source for these improvements, we recommend council adopt the enclosed Resolution Receiving Report and Calling Hearing on Improvement to satisfy the Minnesota State Statute Chapter 429 requirements.

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

JAV/np

Enclosures

**RESOLUTION RECEIVING FEASIBILITY REPORT AND
CALLING HEARING ON IMPROVEMENT
CITY OF ANNANDALE, MINNESOTA
RESOLUTION NO. 2023-__**

WHEREAS, pursuant to resolution of the council adopted August 14, 2023, a report has been prepared by Bolton & Menk, Inc. with reference to the proposed 2024 Improvements, the improvements along Highland Street from Excelsior Avenue to approximately 200 feet east of Florence Avenue, Brown Avenue South, Willow Drive West, and Willow Circle, and this report was received by the council on November 13, 2023, and

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

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

1. The council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$3,955,736.13.
2. A public hearing shall be held on such proposed improvement on the 11th day of December, 2023, in the council chambers of the city hall at 6:30 p.m. and the Administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the council this 13th day of November, 2023.

Mayor

City Administrator

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
CITY OF ANNANDALE
COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk of the City of Annandale, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes receiving a report and calling hearing for an improvement.

WITNESS my hand and the seal of said City this 13th day of November, 2023

City Administrator

(SEAL)



2024 Improvements Project

Preliminary Engineering Report

City of Annandale

Submitted by:

Bolton & Menk, Inc.
2040 Highway 12 East
Willmar, MN 56201
P: 320-231-3956
F: 320-231-9710



**BOLTON
& MENK**

Real People. Real Solutions.

Certification

Preliminary Engineering Report

For

2024 Improvements Project

City of Annandale

November 6, 2023

PROFESSIONAL ENGINEER

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.

Signature:  _____

Typed or Printed Name: Jared Voge, P.E.

Date: 11/8/2023 License Number: 45063

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I. INTRODUCTION

A. PURPOSE

The City of Annandale has completed a number of projects in the past to improve infrastructure throughout the City. The City has a continued need to improve other areas with deficient infrastructure, which have been identified and prioritized as part of the Capital Improvement Plan (CIP). This report has been prepared to discuss the proposed infrastructure improvement project planned for 2024.

B. SCOPE

The project scope consists of surface improvements and replacement of water and storm sewer, water and sewer services, and lining of the existing sanitary sewer mains. Surface improvements include replacement of the curb and gutter, bituminous surface, driveways, sidewalk, construction and turf restoration. Properties within the project area consist of residential homes and a church.

The project areas included in the 2024 Improvements are described as follows:

Reconstruction Areas:

Highland Street W from approximately 200' east of Florence Avenue to Excelsior Avenue S
Brown Avenue from Harrison Street W to Knollwood Street
Willow Drive W
Willow Circle

II. EXISTING CONDITIONS

A. SANITARY SEWER

The existing sanitary sewer within the proposed project area is shown in **Figures 8 and 9**. The following is a summary of the existing sanitary sewer in each reconstruction area.

Highland Street & Brown Avenue Area

The sewer along Highland Street and Brown Avenue was installed in the 1970s and consist of 8-inch Vitrified Clay Pipe (VCP) and precast manholes. A small section of the sewer main on Highland has been lined previously. The sewer on Highland Street flows from Florence Avenue to Brown Avenue then is conveyed to the north on Brown Avenue to a manhole on Harrison Street. Sewer on Highland Street east of Brown Avenue is conveyed to a lift station at the intersection with Excelsior Avenue and ultimately pumped off site.

Willow Drive & Willow Circle Area

The sewer main on Willow Drive and Willow Circle was installed in the 1970s and consists of 8-inch and 10-inch VCP. Sewer in Willow Drive and Willow Circle is conveyed west to a manhole on Excelsior Avenue where it flows to a lift station and pumped off site.

Aged VCP is prone to groundwater intrusion, sags, root intrusion, pipe deterioration, and sewer backups. Precast sanitary manholes can be prone to infiltration through the joints in the structure. Due to its age and condition, the sanitary sewer system is in need of maintenance.

B. WATERMAIN

The existing watermain within the proposed project area is shown in **Figures 10 and 11**. The following is a summary of the water distribution system in each reconstruction area.

Highland Street & Brown Avenue Area

The watermain along Highland Street and Brown Avenue consists of 6-inch Cast Iron Pipe (CIP) and Ductile Iron Pipe (DIP) constructed in the 1970s.

Willow Drive & Willow Circle Area

The watermain along Willow Drive and Willow Circle consists of 6-inch DIP constructed in the 1970s.

Cast Iron and Ductile Iron watermain have a tendency to corrode and deteriorate over time, leading to diminished water quality and an increased risk of breaks. The watermain throughout the project areas is undersized compared to today's standards and has experienced breaks in the past. Due to its age and size, the water distribution system should be replaced.

C. STORM SEWER

The existing storm sewer system within the project areas is shown in **Figures 12 and 13**. The current drainage system consists of concrete curb and gutter for storm water conveyance to catch basins, manholes, and concrete storm pipe throughout the project area. The following is a summary of the existing storm sewer system in the project areas.

Highland Street & Brown Avenue Area

The storm sewer system along Highland Street and Brown Avenue was installed in the 1970s and consists of Reinforce Concrete Pipe (RCP) and concrete catch basins and manholes. Stormwater is collected by catch basins located at intersections with other streets and from a pond south of the St. John's Lutheran Church parking lot. The water is conveyed through 18-inch RCP east to Excelsior Avenue where it is conveyed off site. The storm sewer size reduces to 15-inch RCP after the intersection with Brown Avenue and increases to 24-inch at Excelsior Avenue.

Willow Drive & Willow Circle Area

The storm sewer system along Willow Drive and Willow Circle was installed in the 1970s and consists of Reinforce Concrete Pipe (RCP) and concrete catch basins and manholes. Stormwater is collected into catch basins located mid-block along Willow Drive. The storm sewer on Willow Drive is a main trunk-line that receives stormwater from much of the surrounding area. The RCP entering Willow Drive from Excelsior Avenue is 24-inch. It increases to 27-inch after intersecting a storm line from the south on Knollwood Street. The stormwater is conveyed along Willow Drive for approximately 400' before it enters greenspace and discharges to a drainage ditch to the north.

Aged concrete pipes are prone to pipe deterioration and collapse. Storm sewer manholes and catch basins are prone to structural failure causing sinkholes in the roadway. Due to its age and condition, the storm sewer collection system should be replaced.

D. STREETS

The streets in the proposed reconstruction area are bituminous surfaced with concrete curb and gutter. The existing bituminous surfacing is deteriorated and exhibits significant

cracking, potholes, and settlements. There is no existing sidewalk in the reconstruction areas.

Highland Street & Brown Avenue Area

Streets in the Highland Street and Brown Avenue reconstruction area consist of bituminous surfacing with concrete curb and gutter. The bituminous surface is deteriorated with cracks, potholes, and settlements. The street widths on both Highland Street and Brown Avenue are 35 feet. These streets have been patched and had potholes filled multiple times.

Willow Drive & Willow Circle Area

Streets in the Willow Drive & Willow Circle Area consist of bituminous surfacing with concrete curb and gutter. The bituminous surface is deteriorated with cracks, potholes, and settlements. The street width on Willow Drive is 35 feet. Willow Circle is 35 feet wide with a cul-de-sac at the end.

III. PROPOSED IMPROVEMENTS

A. SANITARY SEWER IMPROVEMENTS

The proposed sanitary improvements are shown in **Figures 8 and 9**. The sanitary sewer mains in the project areas are proposed to be lined. The manholes will be lined with a protective coating to prevent deterioration and stop any infiltration. Sewer services will be replaced with 4-inch PVC pipe from the main to the right-of-way line. The sewer mains will remain in the same location and the sewer services will be in the same general locations as they exist today.

B. WATERMAIN IMPROVEMENTS

The proposed watermain improvements are shown in **Figures 10 and 11**. The proposed watermain improvements include replacing the under-sized watermain with new 8-inch PVC pipe along with new valves and hydrants. Water services will be removed and replaced from the new main to the right-of-way line, where new curb stops will be installed. The watermain will be replaced in the same general locations where it currently exists.

C. STORM SEWER IMPROVEMENTS

The proposed storm sewer improvements are shown in **Figures 12 and 13**. New PVC storm sewer is planned to extend throughout the project areas. Catch basins will be replaced with PVC structures at most intersections or mid-block when needed. The drainage basin at St. John's Lutheran Church has been identified as a potential stormwater treatment area and will be considered for improvements during design. Drainage improvements will continue to be investigated during design and will be incorporated into the project as feasible.

D. STREET IMPROVEMENTS

The proposed street improvements are shown in **Figures 5 and 6**. The existing street surface and base will be removed in order to install the new watermain, storm sewer, and sewer and water services. The streets are planned to be reconstructed following a similar alignment and grade as the existing streets and will be narrowed to a 32-foot width. The street widths are identified in **Figures 3, 4, 5, and 6** and the proposed typical sections are shown in **Figure 7**. The streets will be reconstructed with a bituminous surface and concrete curb and gutter. Sidewalk is planned to be installed on Highland Street to fill the gap within the sidewalk network. Installing this sidewalk will require acquisition of sidewalk easements

due to the limited right-of-way. The sidewalk alignment can be found in **Figure 2**. Concrete aprons are planned for all driveways. Driveways beyond the apron will be concrete, bituminous, or gravel, to match the existing driveway material. Boulevards will be graded as necessary to facilitate drainage and restored with topsoil and seed.

IV. PERMITS

The following permits will need to be acquired during final design prior to construction:

1. Minnesota Department of Health (MDH) – Watermain Replacement
2. National Pollutant Discharge Elimination System (NPDES) – Construction Stormwater
3. Wright County – Work within a County Highway Right-Of-Way

V. ESTIMATED COSTS

A preliminary quantity and cost estimate for the project can be found in **Appendix A**. The costs identified are based on projects similar in nature and are subject to change. A contingency factor has been included to account for construction items not included and variance in unit prices. Also included are estimated engineering, administrative, and legal costs. The following tables summarize the estimated project costs.

Table 1: Estimated Project Costs	
Project Area	Estimated Costs
Highland Street West and Brown Avenue Area	\$2,269,900.00
Willow Drive West and Willow Circle Area	\$1,685,900.00
Total:	\$3,955,800.00

Table 2: Cost Summary	
Item	Total
Street Reconstruction	\$2,056,000.00
Sanitary Sewer	\$663,200.00
Watermain	\$793,200.00
Storm Sewer	\$443,400.00
Total:	\$3,955,800.00

VI. FUNDING

The project costs will be assessed to the benefitting properties and will follow the Minnesota State Statute Chapter 429 Process. The estimated assessments cost to private properties is \$913,000.00. The estimated City cost is \$3,042,800.00.

VII. CONCLUSION & IMPLEMENTATION SCHEDULE

A. CONCLUSION

The proposed improvements are necessary, cost-effective, and feasible from an engineering perspective. Bolton & Menk, Inc. recommends that, if these improvements are determined to be financially feasible, they be constructed as proposed and the City Council call for a Public Improvement Hearing.

B. IMPLEMENTATION SCHEDULE

A summary of the proposed schedule is identified below:

Table 3: Proposed Implementation Schedule	
Item	Completion Date
Present Preliminary Engineering Report	November 13, 2023
Open House	November 29, 2023
Conduct Public Improvement Hearing & Order Plans and Specifications	December 11, 2023
Approve Plans and Specifications & Authorize Advertisement for Bid	February 2024
Bid Opening	March 2024
Accept Bids & Award Contract	April 2024
Assessment Hearing / Adopt Final Assessment Roll	Fall 2024
Begin Construction	May 2024
Construction Substantially Complete	October 2024
Final Project Completion	June 2025

Appendix A: Preliminary Cost Estimates

ENGINEER'S PRELIMINARY ESTIMATE

2024 IMPROVEMENTS
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.131926



NOVEMBER 2023

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Schedule A: Highland Street & Brown Avenue					
Street & Restoration					
1	MOBILIZATION	0.59	LUMP SUM	\$96,500.00	\$56,935.00
2	CLEARING	24	TREE	\$325.00	\$7,800.00
3	GRUBBING	24	TREE	\$125.00	\$3,000.00
4	SALVAGE MAILBOX	29	EACH	\$75.00	\$2,175.00
5	REMOVE SIGN	11	EACH	\$35.00	\$385.00
6	SALVAGE FENCE	60	LIN FT	\$20.00	\$1,200.00
7	REMOVE CURB AND GUTTER	4,335	LIN FT	\$3.50	\$15,172.50
8	REMOVE BITUMINOUS STREET PAVEMENT	8,030	SQ YD	\$4.00	\$32,120.00
9	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	100	SQ YD	\$12.00	\$1,200.00
10	REMOVE CONCRETE DRIVEWAY PAVEMENT	540	SQ YD	\$10.00	\$5,400.00
11	REMOVE CONCRETE WALK	40	SQ YD	\$10.00	\$400.00
12	COMMON EXCAVATION (P)	5,110	CU YD	\$18.00	\$91,980.00
13	SUBGRADE EXCAVATION (EV)	600	CU YD	\$15.00	\$9,000.00
14	SELECT GRANULAR BORROW (CV)	600	CU YD	\$25.00	\$15,000.00
15	GEOTEXTILE FABRIC TYPE V	1,670	SQ YD	\$2.00	\$3,340.00
16	AGGREGATE BASE (CV) CLASS 5	4,260	CU YD	\$35.00	\$149,100.00
17	TYPE SP 9.5 WEARING COURSE MIX (2,B)	940	TON	\$105.00	\$98,700.00
18	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	1,405	TON	\$100.00	\$140,500.00
19	4" CONCRETE WALK	6,370	SQ FT	\$8.00	\$50,960.00
20	6" CONCRETE WALK (PEDESTRIAN RAMPS)	245	SQ FT	\$13.00	\$3,185.00
21	TRUNCATED DOMES	40	SQ FT	\$80.00	\$3,200.00
22	CONCRETE CURB & GUTTER DESIGN B618	4,335	LIN FT	\$17.00	\$73,695.00
23	BITUMINOUS DRIVEWAY PAVEMENT	100	SQ YD	\$90.00	\$9,000.00
24	6" CONCRETE DRIVEWAY PAVEMENT	540	SQ YD	\$80.00	\$43,200.00
25	6" EDGE DRAIN	800	LIN FT	\$20.00	\$16,000.00
26	6" DRAIN CLEANOUT	8	EACH	\$400.00	\$3,200.00
27	REINSTALL MAILBOX	29	EACH	\$100.00	\$2,900.00
28	FURNISH AND INSTALL SIGN, (STREET SIGN)	5	EACH	\$400.00	\$2,000.00
29	FURNISH AND INSTALL SIGN, TYPE C	21	SQ FT	\$70.00	\$1,470.00
30	REINSTALL FENCE	60	LIN FT	\$40.00	\$2,400.00
31	TRAFFIC CONTROL	1	LUMP SUM	\$15,000.00	\$15,000.00
32	STORM DRAIN INLET PROTECTION	22	EACH	\$150.00	\$3,300.00
33	STRIP, SALVAGE, SCREEN, & RESPREAD EXISTING TOPSOIL	1	LUMP SUM	\$21,000.00	\$21,000.00
34	COMMON TOPSOIL BORROW (LV)	15	CU YD	\$40.00	\$600.00
35	ROCK CONSTRUCTION ENTRANCE	3	EACH	\$700.00	\$2,100.00
36	TURF ESTABLISHMENT	3,974	SQ YD	\$1.50	\$5,961.00
37	LANDSCAPING ALLOWANCE	1	LUMP SUM	\$10,000.00	\$10,000.00

ENGINEER'S PRELIMINARY ESTIMATE

2024 IMPROVEMENTS
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.131926



NOVEMBER 2023

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
SUBTOTAL STREET & RESTORATION:					\$902,578.50
10% CONTINGENCY:					\$90,257.85
TOTAL ESTIMATED SCHEDULE A CONSTRUCTION COST:					\$992,836.35
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:					\$248,209.09
TOTAL ESTIMATED SCHEDULE A STREET & RESTORATION COST:					\$1,241,045.44

Schedule A: Highland Street & Brown Avenue

Storm Sewer

1	MOBILIZATION	0.12	LUMP SUM	\$96,500.00	\$11,580.00
38	REMOVE STORM SEWER PIPE (12" & LARGER)	1,285	LIN FT	\$16.00	\$20,560.00
39	REMOVE STORM MANHOLE OR CATCH BASIN	11	EACH	\$450.00	\$4,950.00
40	CONNECT TO EXISTING STORM PIPE	5	EACH	\$2,000.00	\$10,000.00
41	12" STORM SEWER PIPE	125	LIN FT	\$40.00	\$5,000.00
42	15" RC PIPE SEWER CLASS V	16	LIN FT	\$85.00	\$1,360.00
43	18" STORM SEWER PIPE	1,160	LIN FT	\$55.00	\$63,800.00
44	15" FES	1	EACH	\$1,500.00	\$1,500.00
45	CONSTRUCT DRAINAGE STRUCTURE, 18" NYLOPLAST	32	LIN FT	\$600.00	\$19,200.00
46	CONSTRUCT DRAINAGE STRUCTURE, 24" NYLOPLAST	14	LIN FT	\$900.00	\$12,600.00
46	CONSTRUCT DRAINAGE STRUCTURE, 30" NYLOPLAST	14	LIN FT	\$1,200.00	\$16,800.00
47	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	7	LIN FT	\$800.00	\$5,600.00
48	CASTING ASSEMBLY (STORM MANHOLE)	2	EACH	\$800.00	\$1,600.00
49	CASTING ASSEMBLY (STORM CATCH BASIN)	9	EACH	\$850.00	\$7,650.00
50	ADJUST FRAME AND RING CASTING (STORM)	11	EACH	\$500.00	\$5,500.00

SUBTOTAL STORM SEWER:					\$187,700.00
10% CONTINGENCY:					\$18,770.00
TOTAL ESTIMATED SCHEDULE A CONSTRUCTION COST:					\$206,470.00
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:					\$51,617.50
TOTAL ESTIMATED SCHEDULE A STORM SEWER COST:					\$258,087.50

ENGINEER'S PRELIMINARY ESTIMATE

2024 IMPROVEMENTS
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.131926



NOVEMBER 2023

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Schedule A: Highland Street & Brown Avenue					
Sanitary Sewer					
1	MOBILIZATION	0.13	LUMP SUM	\$96,500.00	\$12,545.00
51	8" CIPP SANITARY SEWER LINING	1490	LIN FT	\$40.00	\$59,600.00
52	8" CIPP SANITARY SEWER SPOT LINING	10	EACH	\$350.00	\$3,500.00
53	SEWER SPOT REPAIR	40	LIN FT	\$200.00	\$8,000.00
54	MANHOLE LINING	85	LIN FT	\$575.00	\$48,875.00
55	MANHOLE BENCH RECONSTRUCTION	2	EACH	\$2,250.00	\$4,500.00
56	TRIM PROTRUDING TAP	4	LIN FT	\$500.00	\$2,000.00
57	REINSTATE SANITARY SEWER SERVICE	25	LIN FT	\$35.00	\$875.00
58	4" PVC SEWER SERVICE	805	LIN FT	\$50.00	\$40,250.00
59	6" PVC SEWER SERVICE	25	LIN FT	\$60.00	\$1,500.00
60	4" SEWER SERVICE SADDLE	31	EACH	\$1,200.00	\$37,200.00
61	6" SEWER SERVICE SADDLE	1	EACH	\$1,500.00	\$1,500.00
62	ABANDON SEWER SERVICE	32	EACH	\$200.00	\$6,400.00
63	CASTING ASSEMBLY (SANITARY)	7	EACH	\$700.00	\$4,900.00
64	ADJUST FRAME AND RING CASTING (SANITARY)	7	EACH	\$650.00	\$4,550.00
65	SANITARY SEWER BYPASS	1	LUMP SUM	\$10,000.00	\$10,000.00
SUBTOTAL SANITARY SEWER:					\$246,195.00
10% CONTINGENCY:					\$24,619.50
TOTAL ESTIMATED SCHEDULE A CONSTRUCTION COST:					\$270,814.50
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:					\$67,703.63
TOTAL ESTIMATED SANITARY SEWER COST:					\$338,518.13

ENGINEER'S PRELIMINARY ESTIMATE

2024 IMPROVEMENTS
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.131926



NOVEMBER 2023

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
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Schedule A: Highland Street & Brown Avenue

Watermain

1	MOBILIZATION	0.16	LUMP SUM	\$96,500.00	\$15,440.00
66	REMOVE WATERMAIN	2,100	LIN FT	\$5.00	\$10,500.00
67	REMOVE HYDRANT	4	EACH	\$550.00	\$2,200.00
68	TEMPORARY WATER SERVICE	0.5	LUMP SUM	\$16,000.00	\$8,000.00
69	CONNECT TO EXISTING WATERMAIN	4	EACH	\$1,750.00	\$7,000.00
70	HYDRANT 8' BURY	4	EACH	\$6,500.00	\$26,000.00
71	6" GATE VALVE AND BOX	4	EACH	\$2,500.00	\$10,000.00
72	8" GATE VALVE AND BOX	6	EACH	\$3,250.00	\$19,500.00
73	12" GATE VALVE AND BOX	1	EACH	\$4,750.00	\$4,750.00
74	1" CORPORATION STOP & SADDLE	31	EACH	\$525.00	\$16,275.00
75	1" CURB STOP & BOX	31	EACH	\$625.00	\$19,375.00
76	1.5" CORPORATION STOP & SADDLE	1	EACH	\$900.00	\$900.00
77	1.5" CURB STOP & BOX	1	EACH	\$1,000.00	\$1,000.00
78	1" PE WATER SERVICE PIPE	670	LIN FT	\$35.00	\$23,450.00
79	1.5" PE WATER SERVICE PIPE	35	LIN FT	\$50.00	\$1,750.00
80	6" C900 PVC WATERMAIN	65	LIN FT	\$60.00	\$3,900.00
81	8" C900 PVC WATERMAIN	1,965	LIN FT	\$60.00	\$117,900.00
82	12" C900 PVC WATERMAIN	40	LIN FT	\$90.00	\$3,600.00
83	2" POLYSTYRENE INSULATION	160	SQ YD	\$30.00	\$4,800.00
84	WATERMAIN FITTINGS	845	POUND	\$15.00	\$12,675.00
85	ADJUST VALVE BOX	11	EACH	\$350.00	\$3,850.00
86	CASTING ASSEMBLY SPECIAL	4	EACH	\$375.00	\$1,500.00

SUBTOTAL WATERMAIN: \$314,365.00

10% CONTINGENCY: \$31,436.50

TOTAL ESTIMATED SCHEDULE A CONSTRUCTION COST: \$345,801.50

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$86,450.38

TOTAL ESTIMATED SCHEDULE A WATERMAIN COST: \$432,251.88

SUBTOTAL: \$1,650,838.50

10% CONTINGENCY: \$165,083.85

TOTAL ESTIMATED SCHEDULE A CONSTRUCTION COST: \$1,815,922.35

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$453,980.59

TOTAL ESTIMATED SCHEDULE A PROJECT COST: \$2,269,902.94

ENGINEER'S PRELIMINARY ESTIMATE

2024 IMPROVEMENTS
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.131926



NOVEMBER 2023

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
Schedule B: Willow Drive & Willow Circle					
Street & Restoration					
1	MOBILIZATION	0.47	LUMP SUM	\$62,000.00	\$29,140.00
2	CLEARING	17	TREE	\$325.00	\$5,525.00
3	GRUBBING	17	TREE	\$125.00	\$2,125.00
4	SALVAGE MAILBOX	24	EACH	\$75.00	\$1,800.00
5	REMOVE SIGN	7	EACH	\$35.00	\$245.00
6	REMOVE CURB AND GUTTER	2,845	LIN FT	\$3.50	\$9,957.50
7	REMOVE VALLEY GUTTER	60	SQ YD	\$10.00	\$600.00
8	REMOVE BITUMINOUS STREET PAVEMENT	5,455	SQ YD	\$4.00	\$21,820.00
9	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	325	SQ YD	\$12.00	\$3,900.00
10	REMOVE CONCRETE DRIVEWAY PAVEMENT	340	SQ YD	\$10.00	\$3,400.00
11	COMMON EXCAVATION (P)	3,265	CU YD	\$18.00	\$58,770.00
12	SUBGRADE EXCAVATION (EV)	635	CU YD	\$15.00	\$9,525.00
13	SELECT GRANULAR BORROW (CV)	635	CU YD	\$25.00	\$15,875.00
14	GEOTEXTILE FABRIC TYPE V	1,090	SQ YD	\$2.00	\$2,180.00
15	AGGREGATE BASE (CV) CLASS 5	2,735	CU YD	\$35.00	\$95,725.00
16	TYPE SP 9.5 WEARING COURSE MIX (2,B)	610	TON	\$105.00	\$64,050.00
17	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	915	TON	\$100.00	\$91,500.00
18	AGGREGATE SURFACING - DRIVEWAY RESTORATION	10	SQ YD	\$30.00	\$300.00
19	CONCRETE CURB & GUTTER DESIGN B618	2,845	LIN FT	\$17.00	\$48,365.00
20	BITUMINOUS DRIVEWAY PAVEMENT	320	SQ YD	\$90.00	\$28,800.00
21	6" CONCRETE DRIVEWAY PAVEMENT	340	SQ YD	\$80.00	\$27,200.00
22	8" CONCRETE VALLEY GUTTER	60	SQ YD	\$200.00	\$12,000.00
23	6" EDGE DRAIN	400	LIN FT	\$20.00	\$8,000.00
24	6" DRAIN CLEANOUT	4	EACH	\$400.00	\$1,600.00
25	REINSTALL MAILBOX	24	EACH	\$100.00	\$2,400.00
26	FURNISH AND INSTALL SIGN, (STREET SIGN)	4	EACH	\$400.00	\$1,600.00
27	FURNISH AND INSTALL SIGN, TYPE C	21	SQ FT	\$70.00	\$1,470.00
28	TRAFFIC CONTROL	1	LUMP SUM	\$7,000.00	\$7,000.00
29	STORM DRAIN INLET PROTECTION	6	EACH	\$150.00	\$900.00
30	STRIP, SALVAGE, SCREEN, & RESPREAD EXISTING TOPSOIL	1	LUMP SUM	\$22,500.00	\$22,500.00
31	COMMON TOPSOIL BORROW (LV)	15	CU YD	\$40.00	\$600.00
32	ROCK CONSTRUCTION ENTRANCE	1	EACH	\$700.00	\$700.00
33	TURF ESTABLISHMENT	4,062	SQ YD	\$1.50	\$6,093.00
34	LANDSCAPING ALLOWANCE	1	LUMP SUM	\$7,000.00	\$7,000.00

ENGINEER'S PRELIMINARY ESTIMATE

2024 IMPROVEMENTS
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.131926



NOVEMBER 2023

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
----------	------	--------------------	------	------------	--------------

SUBTOTAL STREET & RESTORATION: \$592,665.50
10% CONTINGENCY: \$59,266.55

TOTAL ESTIMATED SCHEDULE B CONSTRUCTION COST: \$651,932.05

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$162,983.01

TOTAL ESTIMATED SCHEDULE B STREET & RESTORATION COST: \$814,915.06

Schedule B: Willow Drive & Willow Circle

Storm Sewer

1	MOBILIZATION	0.12	LUMP SUM	\$62,000.00	\$7,440.00
35	REMOVE STORM SEWER PIPE (12" & LARGER)	760	LIN FT	\$16.00	\$12,160.00
36	REMOVE STORM MANHOLE OR CATCH BASIN	5	EACH	\$450.00	\$2,250.00
37	CONNECT TO EXISTING STORM PIPE	4	EACH	\$2,000.00	\$8,000.00
38	12" STORM SEWER PIPE	50	LIN FT	\$40.00	\$2,000.00
39	15" STORM SEWER PIPE	35	LIN FT	\$50.00	\$1,750.00
40	30" STORM SEWER PIPE	505	LIN FT	\$70.00	\$35,350.00
41	30" RC PIPE SEWER CLASS III	160	LIN FT	\$110.00	\$17,600.00
42	30" FES	1	LIN FT	\$3,250.00	\$3,250.00
43	CONSTRUCT DRAINAGE STRUCTURE, 18" NYLOPLAST	5	LIN FT	\$650.00	\$3,250.00
44	CONSTRUCT DRAINAGE STRUCTURE, 30" NYLOPLAST	14	LIN FT	\$1,200.00	\$16,800.00
45	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	14	LIN FT	\$1,300.00	\$18,200.00
46	CASTING ASSEMBLY (STORM MANHOLE)	1	EACH	\$800.00	\$800.00
47	CASTING ASSEMBLY (STORM CATCH BASIN)	4	EACH	\$850.00	\$3,400.00
48	ADJUST FRAME AND RING CASTING (STORM)	5	EACH	\$500.00	\$2,500.00

SUBTOTAL STORM SEWER: \$134,750.00
10% CONTINGENCY: \$13,475.00

TOTAL ESTIMATED SCHEDULE B CONSTRUCTION COST: \$148,225.00

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$37,056.25

TOTAL ESTIMATED SCHEDULE B STORM SEWER COST: \$185,281.25

ENGINEER'S PRELIMINARY ESTIMATE

2024 IMPROVEMENTS
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.131926



NOVEMBER 2023

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
----------	------	--------------------	------	------------	--------------

Schedule B: Willow Drive & Willow Circle

Sanitary Sewer

1	MOBILIZATION	0.19	LUMP SUM	\$62,000.00	\$11,780.00
49	8" CIPP SANITARY SEWER LINING	1120	LIN FT	\$40.00	\$44,800.00
50	10" CIPP SANITARY SEWER LINING	310	LIN FT	\$45.00	\$13,950.00
51	SEWER SPOT REPAIR	60	LIN FT	\$200.00	\$12,000.00
52	MANHOLE LINING	80	VER FT	\$575.00	\$46,000.00
53	MANHOLE BENCH RECONSTRUCTION	3	EACH	\$2,250.00	\$6,750.00
54	TRIM PROTRUDING TAP	6	LIN FT	\$500.00	\$3,000.00
55	REINSTATE SANITARY SEWER SERVICE	25	LIN FT	\$35.00	\$875.00
56	4" PVC SEWER SERVICE	850	LIN FT	\$50.00	\$42,500.00
57	4" SEWER SERVICE SADDLE	26	EACH	\$1,200.00	\$31,200.00
58	ABANDON SEWER SERVICE	26	EACH	\$200.00	\$5,200.00
59	CASTING ASSEMBLY (SANITARY)	6	EACH	\$700.00	\$4,200.00
60	ADJUST FRAME AND RING CASTING (SANITARY)	6	EACH	\$650.00	\$3,900.00
61	SANITARY SEWER BYPASS	1	LUMP SUM	\$10,000.00	\$10,000.00

SUBTOTAL SANITARY SEWER: \$236,155.00

10% CONTINGENCY: \$23,615.50

TOTAL ESTIMATED SCHEDULE B CONSTRUCTION COST: \$259,770.50

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$64,942.63

TOTAL ESTIMATED SCHEDULE B SANITARY SEWER COST: \$324,713.13

Schedule B: Willow Drive & Willow Circle

Watermain

1	MOBILIZATION	0.22	LUMP SUM	\$62,000.00	\$13,640.00
62	REMOVE WATERMAIN	1,510	LIN FT	\$5.00	\$7,550.00
63	REMOVE HYDRANT	3	EACH	\$550.00	\$1,650.00
64	TEMPORARY WATER SERVICE	1	LUMP SUM	\$12,500.00	\$12,500.00
65	CONNECT TO EXISTING WATERMAIN	3	EACH	\$1,750.00	\$5,250.00
66	HYDRANT 8' BURY	4	EACH	\$6,500.00	\$26,000.00
67	6" GATE VALVE AND BOX	4	EACH	\$2,500.00	\$10,000.00
68	8" GATE VALVE AND BOX	4	EACH	\$3,250.00	\$13,000.00
69	1" CORPORATION STOP & SADDLE	26	EACH	\$525.00	\$13,650.00

ENGINEER'S PRELIMINARY ESTIMATE

2024 IMPROVEMENTS
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.131926



NOVEMBER 2023

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
70	1" CURB STOP & BOX	26	EACH	\$625.00	\$16,250.00
71	1" PE WATER SERVICE PIPE	840	LIN FT	\$35.00	\$29,400.00
72	6" C900 PVC WATERMAIN	70	LIN FT	\$60.00	\$4,200.00
73	8" C900 PVC WATERMAIN	1,470	LIN FT	\$60.00	\$88,200.00
74	2" POLYSTYRENE INSULATION	195	SQ YD	\$30.00	\$5,850.00
75	WATERMAIN FITTINGS	710	POUND	\$15.00	\$10,650.00
76	ADJUST VALVE BOX	7	EACH	\$350.00	\$2,450.00
77	CASTING ASSEMBLY SPECIAL	6	EACH	\$375.00	\$2,250.00

SUBTOTAL WATERMAIN: \$262,490.00
10% CONTINGENCY: \$26,249.00

TOTAL ESTIMATED SCHEDULE B CONSTRUCTION COST: \$288,739.00

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$72,184.75

TOTAL ESTIMATED SCHEDULE B WATERMAIN COST: \$360,923.75

SUBTOTAL: \$1,226,060.50
10% CONTINGENCY: \$122,606.05

TOTAL ESTIMATED SCHEDULE B CONSTRUCTION COST: \$1,348,666.55

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$337,166.64

TOTAL ESTIMATED SCHEDULE B PROJECT COST: \$1,685,833.19

SUBTOTAL: \$2,876,899.00
10% CONTINGENCY: \$287,689.90

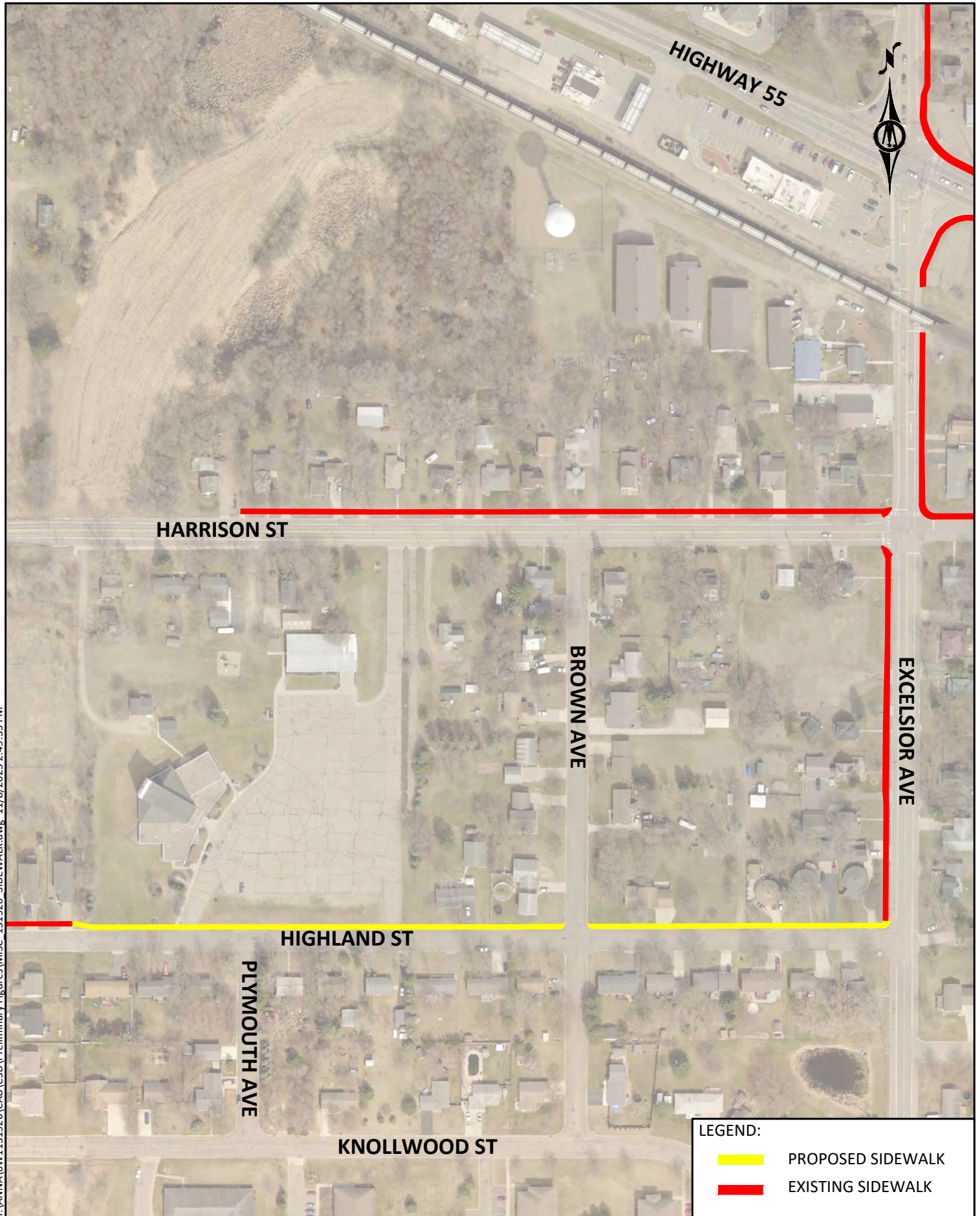
TOTAL ESTIMATED CONSTRUCTION COST: \$3,164,588.90

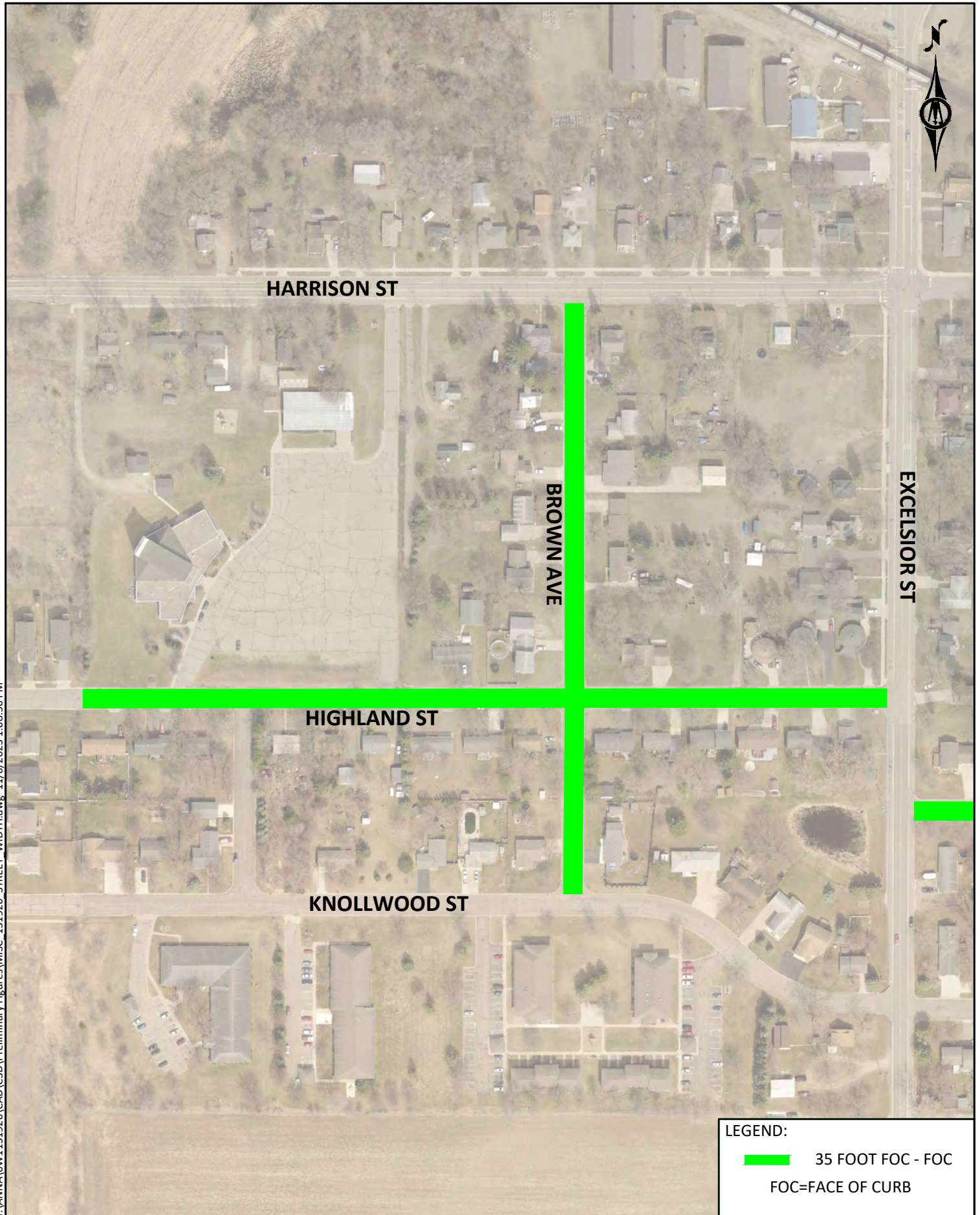
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$791,147.23

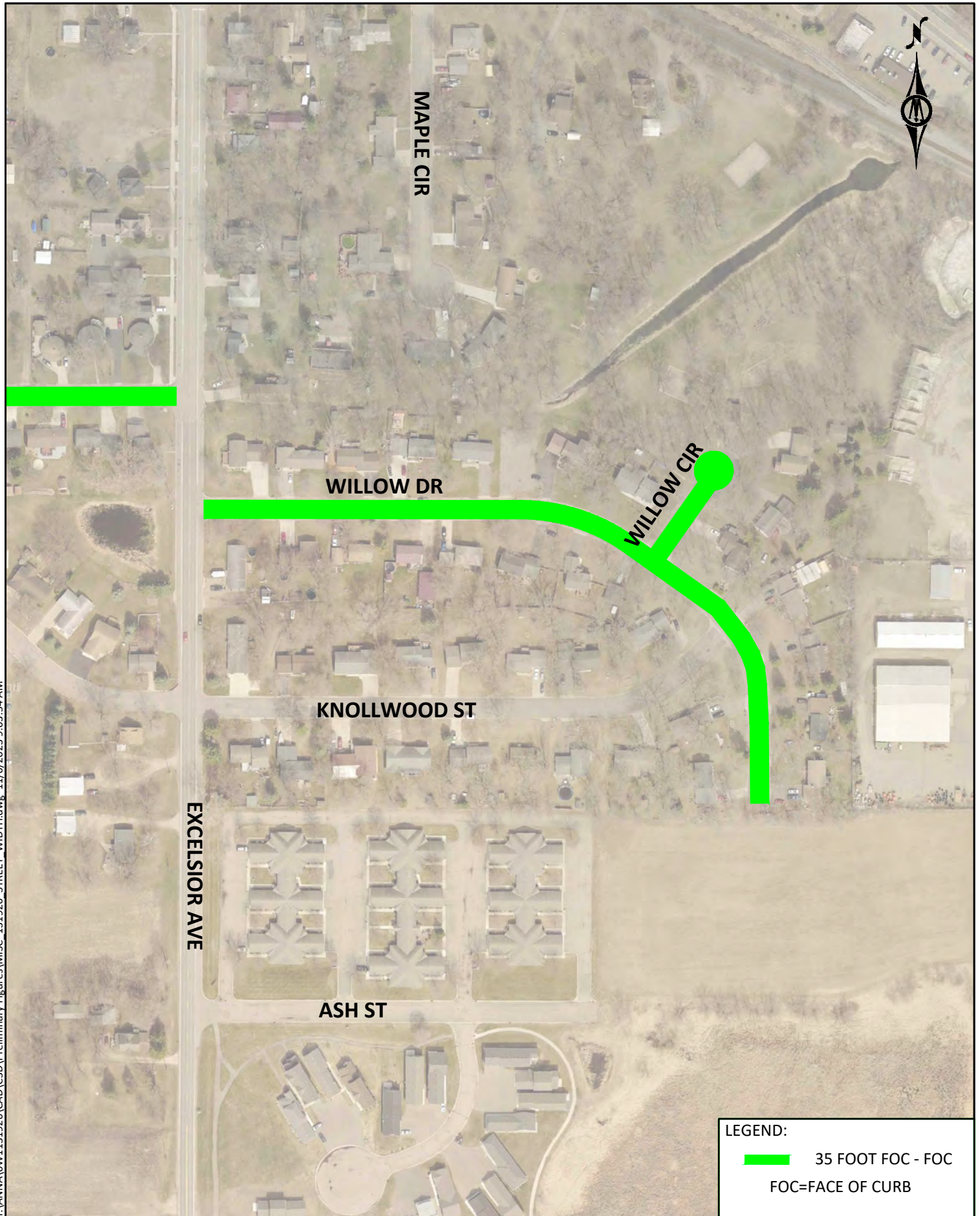
TOTAL ESTIMATED PROJECT COST: \$3,955,736.13

Appendix B: Figures





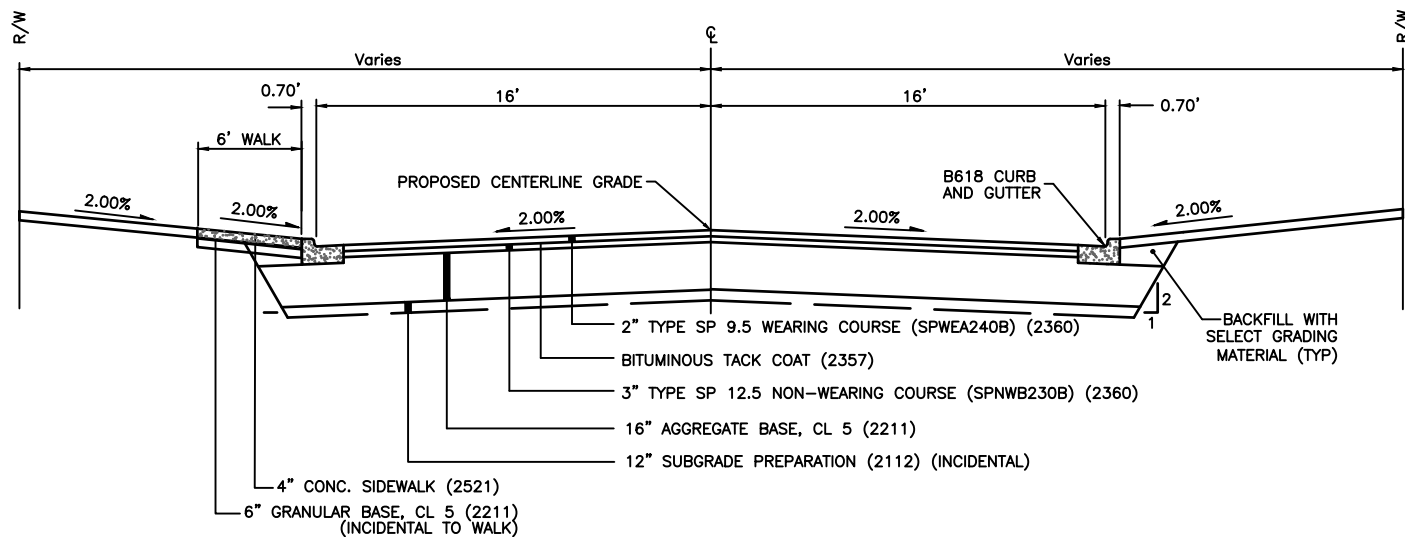




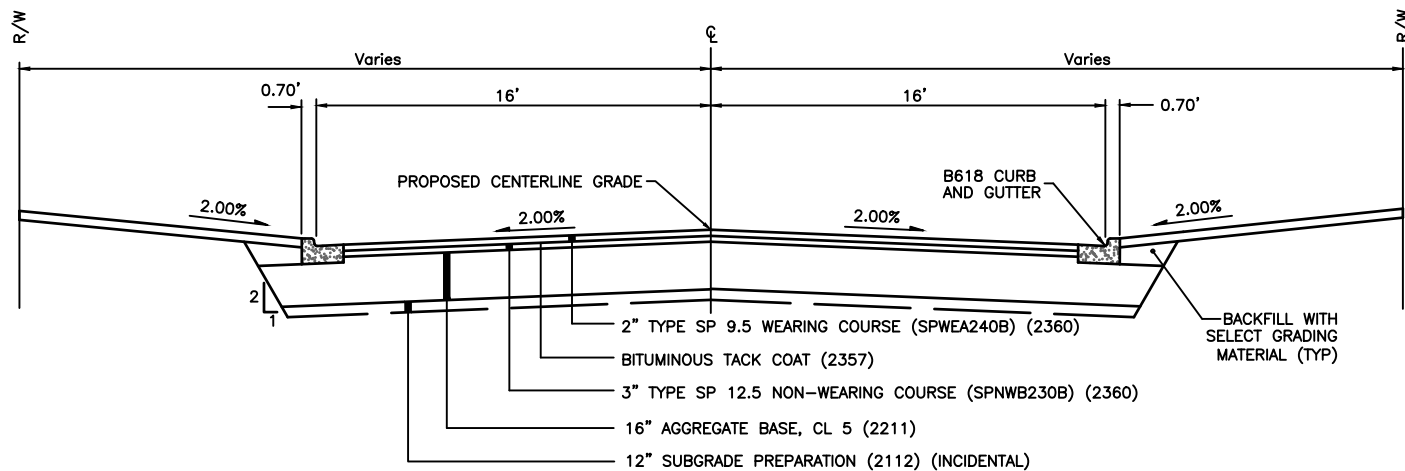




HIGHLAND ST W
(FLORENCE AVE TO EXCELSIOR AVE S)
32' F-F

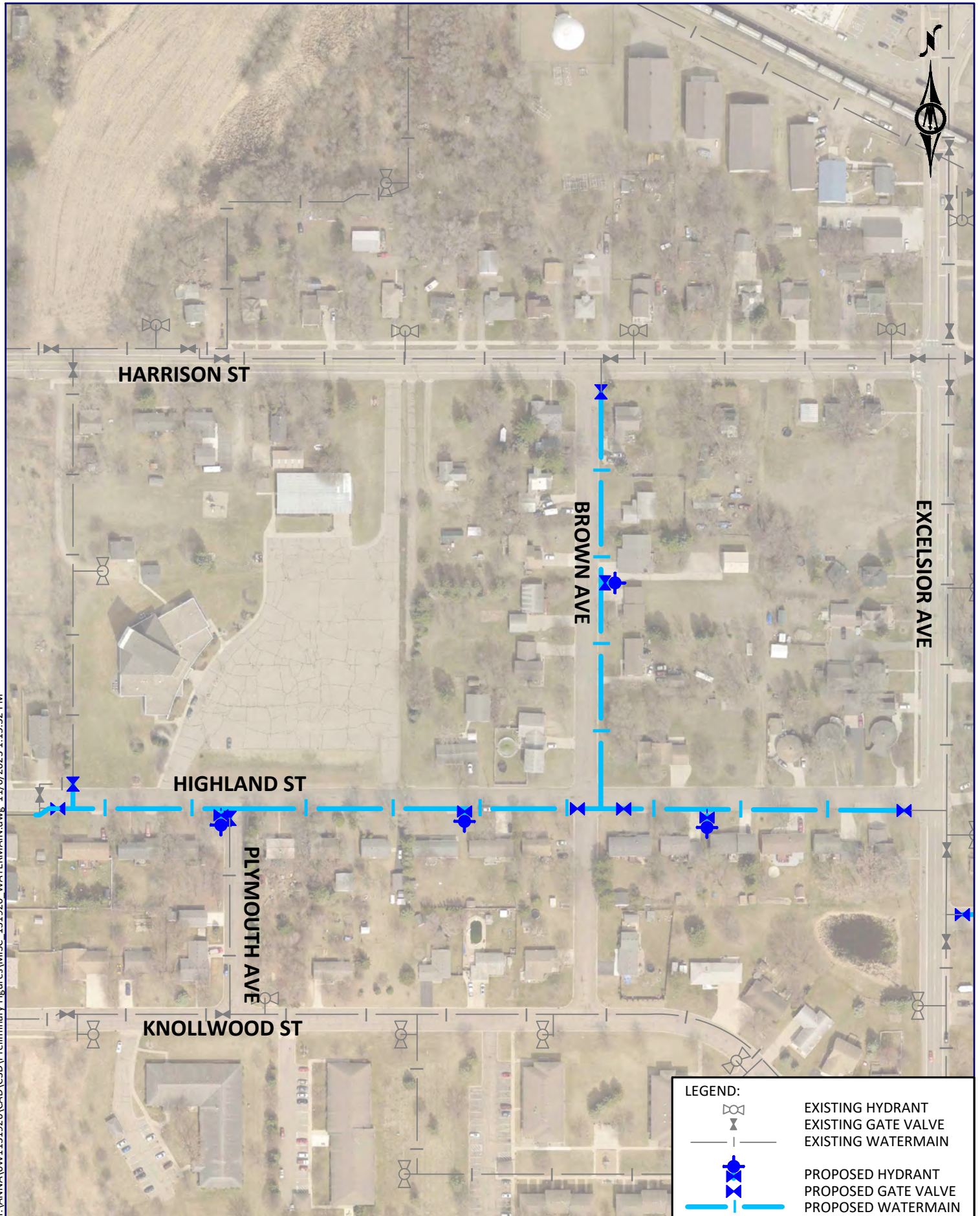


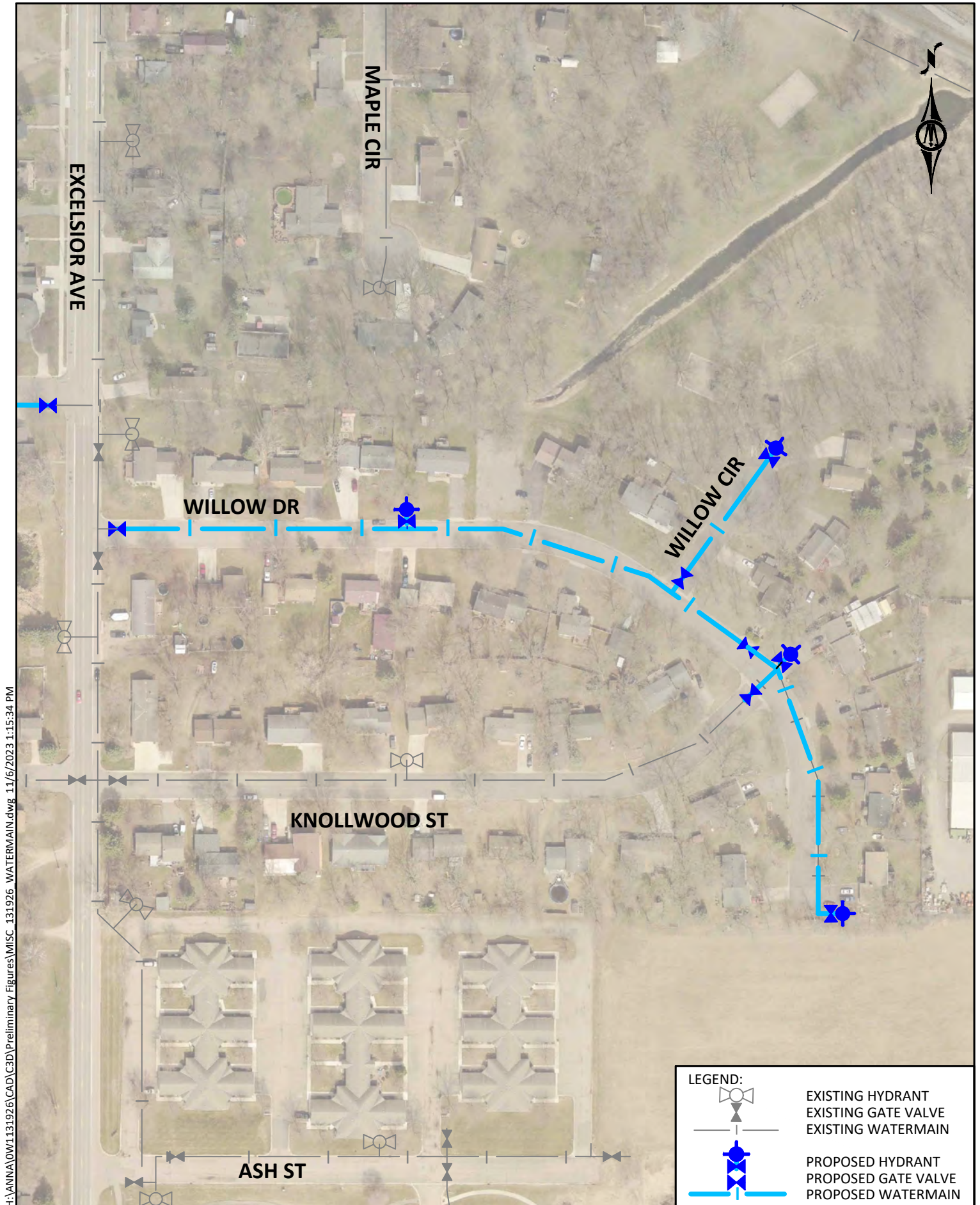
BROWN AVE, WILLOW DR,
WILLOW CIR
32' F-F

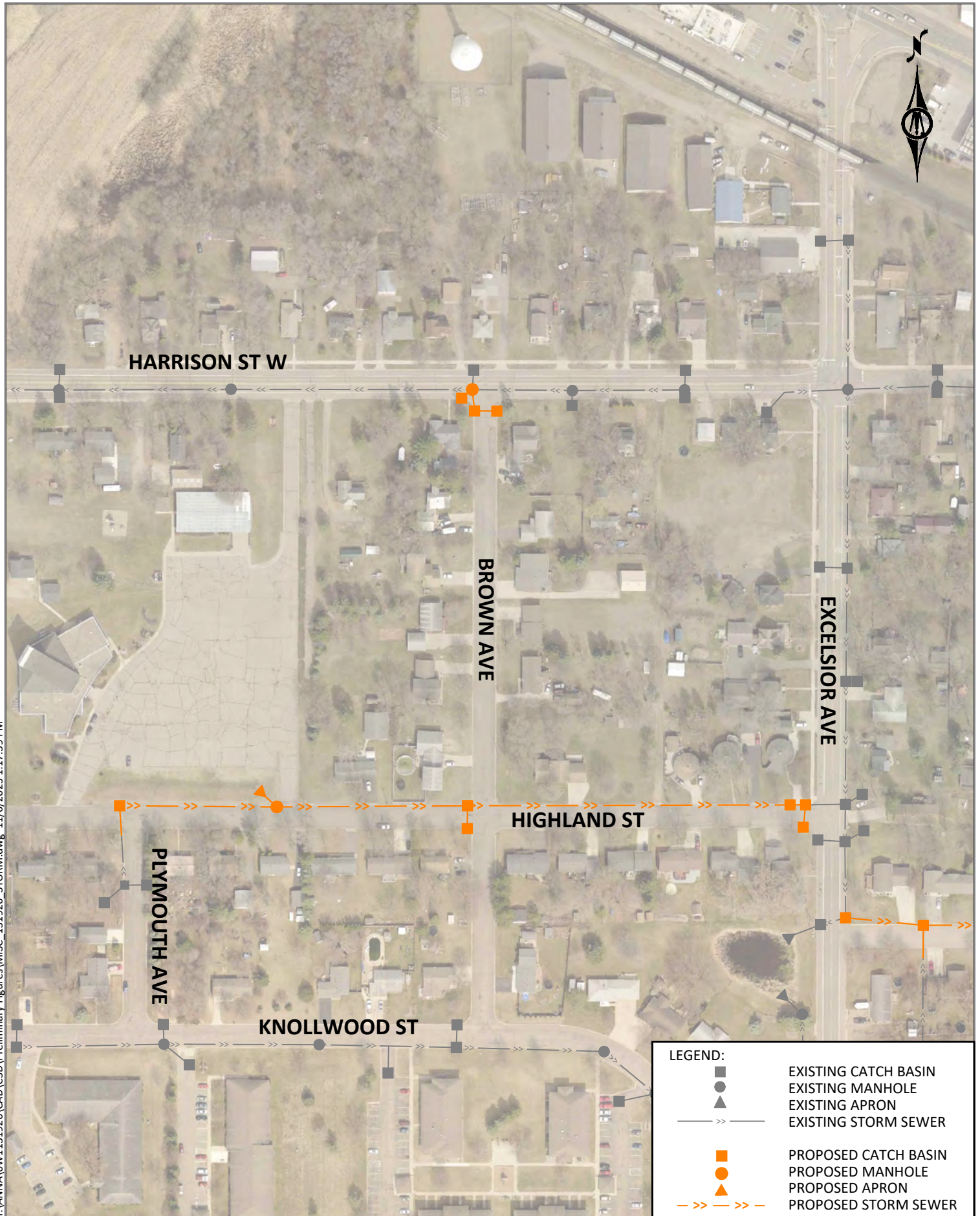
















City Council Agenda

November 13, 2023

Agenda Section: Consent

Report From: Jacob Thunander, Community Development Director

Agenda No. 9B

Agenda Item: Consideration of Approving Plans and Specifications and Ordering Advertisement for Bids for Pickleball Courts at the Recreation Park

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 type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

On August 14, 2023 the Council authorized Bolton and Menk to complete the construction plans and specifications for four courts of pickleball at the Recreation Park. Please see the attached memo from City Engineer – Jared Voge for more details.

Recommended Action

Adopt resolution.

Attachments:

- Memorandum from City Engineer, dated 11-13-2023
- Resolution: Approving plans and specifications and ordering advertisement for bids
- Construction plans for Annandale Rec Park Pickleball Courts




Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

MEMORANDUM

Date: November 13, 2023
To: Honorable Mayor Jonas
Members of the City Council, City of Annandale
From:  Jared Voge, P.E.
City Engineer
Subject: Recreational Park Pickleball Courts
Annandale, Minnesota
BMI Project No.: OW1.131925

At the August 14, 2023 City Council meeting, council adopted a Resolution Ordering Improvement and Preparation of Plans. The improvement plans have been completed. Please find enclosed a Resolution Approving Plans and Specifications and Ordering Advertisement for Bids for council consideration.

The anticipated project schedule is as follows:

Council Approve Plans & Specifications	November 13, 2023
Advertise for Bids	December 20 & 27, 2023
Open Bids	January 17, 2024
Council Award Contract	February 12, 2024
Begin Construction	Spring 2024
Construction Substantially Complete	August 2024
Final Project Completion	November 2024

We recommend that council adopt the enclosed Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.

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

JAV/np

Enclosures

RESOLUTION
APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT
FOR BIDS
RESOLUTION NO. 2023-__

WHEREAS, pursuant to a resolution passed by the council August 14, 2023, the city engineer has prepared plans and specifications for the proposed improvement known as the Recreational Park Pickleball Courts, Improvement No. 0W1.131925 the proposed improvement in the Annandale Recreational Park by the construction of pickleball courts and sidewalk and has presented such plans and specifications to the council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The city clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received until 11:30 a.m. on January 17, 2024, at which time they will be publicly opened and read, will then be tabulated, and will be considered by the council at the February 12, 2024 council meeting, in the council chambers of the city hall. No bids will be considered unless submitted electronically as required by the Advertisement for Bids and accompanied with a bid bond for 5 percent of such bid.

Adopted by the council this 13th day of November, 2023.

Mayor

City Administrator

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
CITY OF ANNANDALE
COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk of the City of Annandale, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes approving plans and specifications and ordering advertisement for bids.

WITNESS my hand and the seal of said City this 13th day of November, 2023.

City Administrator
(SEAL)

RESOURCE LIST

CITY OF ANNANDALE

City Hall
30 Cedar St E
Annandale, MN 55302 (320)274-3055

City Administrator:
Kelly Hinnenkamp

Mayor: Shelly Jonas

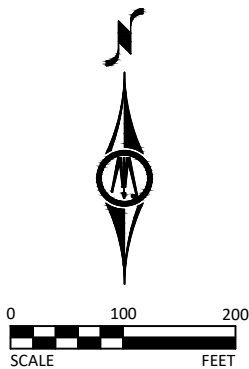
City Engineer:
(Consultant)
Jared Voge, P.E.
Bolton & Menk, Inc.
2040 Hwy 12 East
Willmar, MN 56201
(320) 231-3956

Public Works Director:
Joe Haller
30 Cedar St E
Annandale, MN 55302 (320)274-3055

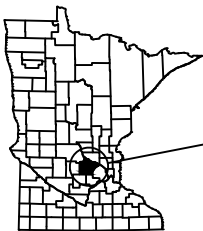
NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES."

MAP OF THE
CITY OF ANNANDALE
WRIGHT COUNTY, MN



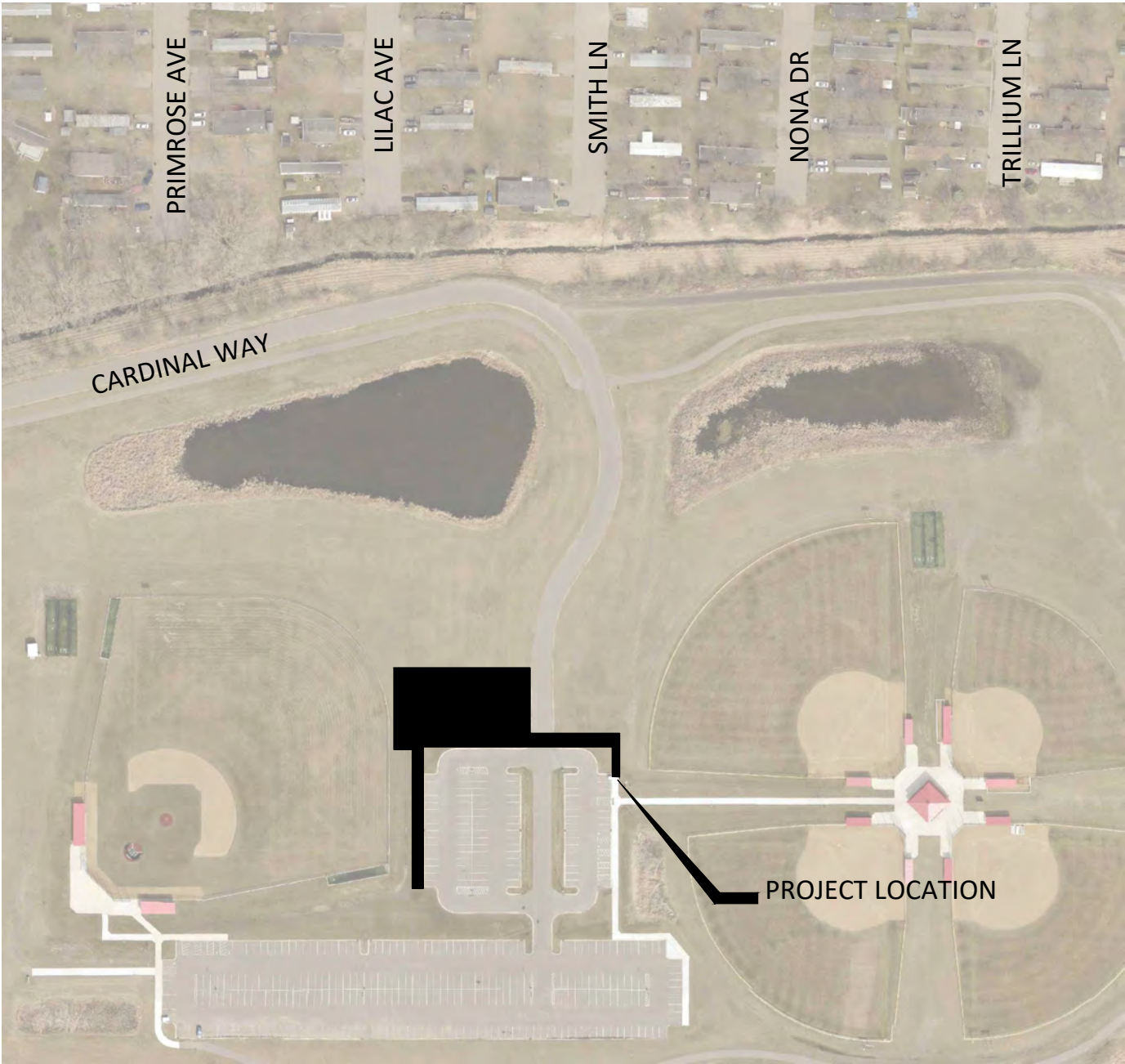
PROJECT LOCATION



CITY: ANNANDALE
COUNTY: WRIGHT
DISTRICT: 6

CITY OF ANNANDALE
CONSTRUCTION PLANS FOR
ANNANDALE REC PARK
PICKLEBALL COURTS

905 CARDINAL WAY
OCTOBER 2023



Sheet Number	Sheet Title
G0.01	TITLE SHEET
C0.01	REMOVALS PLAN
C1.01	GEOMETRIC PLAN
C2.01	FINISHING PLAN
C3.01	GRADING AND DRAINAGE PLAN
C4.01	UTILITY AND EROSION CONTROL PLAN
C5.01	DETAILS

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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.

LIC. NO. _____ DATE 11/06/2023



2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

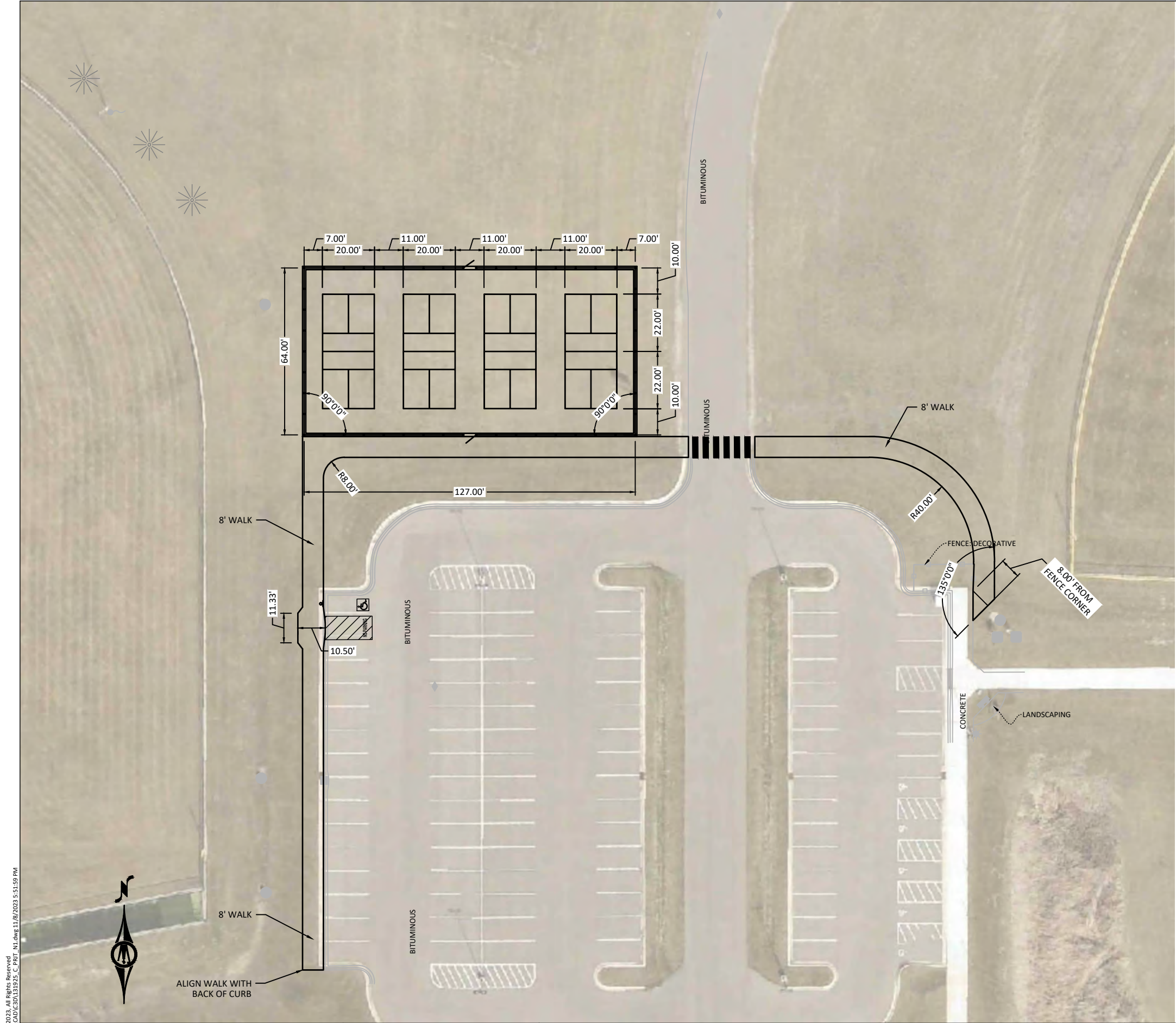
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JP, LD		BID	11/06/2023
DRAWN			
DP, LD, CA			
CHECKED			
JP, JV			
CLIENT PROJ. NO.			
0W1131925			

CITY OF ANNANDALE, MINNESOTA
ANNANDALE PICKLEBALL COURTS

TITLE SHEET

SHEET

G0.01



NOTES

1. REFER TO SHEET C3.01, GRADING AND DRAINAGE PLAN, FOR GENERAL NOTES.
2. ALL APPLICABLE DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT, CENTERLINE OF FENCE, OR PROPERTY LINE UNLESS OTHERWISE NOTED.
3. CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
4. TRAFFIC SIGNS SHALL BE INSTALLED 18" BEHIND THE BACK OF CURB OR EDGE OF PAVEMENT.

LEGEND

— — — — — BASELINE FOR DIMENSIONS

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ALIGN WALK WITH
BACK OF CURB

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.

LIC. NO. _____ DATE 11/06/2023



2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

DESIGNED	JP, LD	NO.	BID	DATE	11/06/2023
DRAWN	DP, LD, CA				
CHECKED	JP, JV				
CLIENT PROJ. NO.	0W1131925				

CITY OF ANNANDALE, MINNESOTA

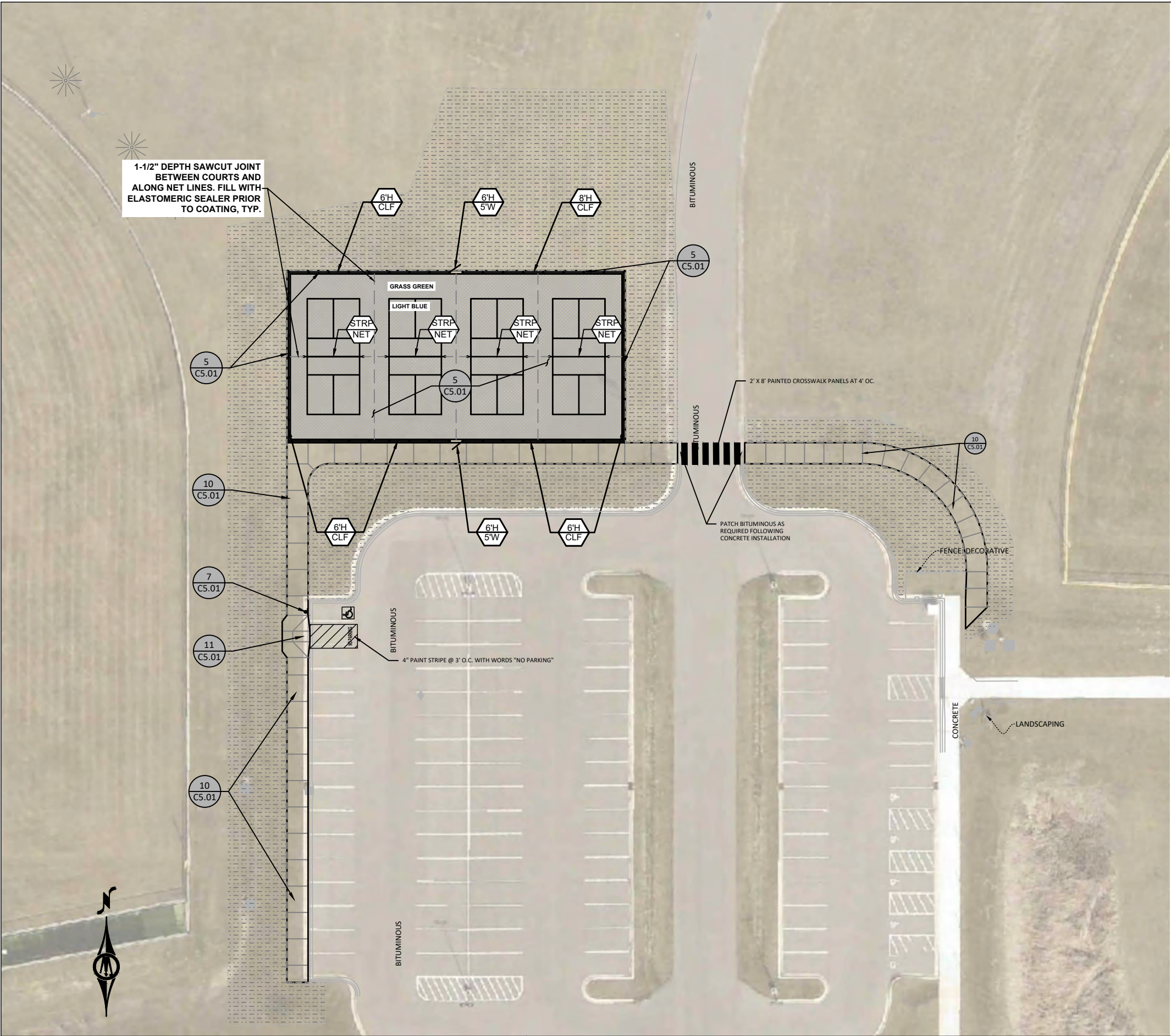
ANNANDALE PICKLEBALL COURTS

GEOMETRIC PLAN

SHEET

C1.01

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NOTES

1. REFER TO SHEET C3.01, GRADING AND DRAINAGE PLAN, FOR GENERAL NOTES.
2. CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
3. TRAFFIC SIGNS SHALL BE INSTALLED 18" BEHIND THE BACK OF CURB OR EDGE OF PAVEMENT.
4. ALL DISTURBED AREAS WHICH ARE NOT DESIGNATED TO BE PAVED, SHALL RECEIVE AT LEAST 6" OF TOPSOIL AND SHALL BE SODDED OR SEEDED. ALL AREAS NOT DESIGNATED FOR SOD OR A SPECIFIC SEED MIX, WHICH ARE DISTURBED BY CONSTRUCTION, SHALL BE SEEDED WITH SEED MIX #1.
5. WHERE NEW SOD MEETS EXISTING SOD, CUT A CLEAN, SHARP EDGE TO ALLOW FOR A CONSISTENT, UNIFORM, AND STRAIGHT JOINT BETWEEN NEW SOD AND EXISTING TURFGRASS. JAGGED OR UNEVEN JOINTS WILL NOT BE ACCEPTED. REMOVE TOPSOIL AT THE JOINT BETWEEN NEW SOD AND EXISTING TURFGRASS, AS REQUIRED, TO ALLOW NEW SOD SURFACE TO BE FLUSH WITH EXISTING TURFGRASS SURFACE.
6. FAILURE OF TURF DEVELOPMENT: IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, RE-SOD OR RE-SEED ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER OR LANDSCAPE ARCHITECT.

LEGEND

REFERENCE KEY TO SITE DETAILS
DETAIL I.D. NUMBER (TOP)
DETAIL SHEET NUMBER (BOTTOM)

PROPOSED CONCRETE WALK

PROPOSED ATHLETIC ASPHALT PAVEMENT WITH SURFACING

APPROXIMATE SEED AND BLANKET LIMITS

PROPOSED CHAIN LINK FENCING WITH MAINTENANCE STRIP

FENCING KEY NOTE

PROPOSED TRAFFIC SIGN

PROPOSED BOLLARD

PROPOSED ACCESSIBLE SYMBOL

FENCING KEY NOTES

- 6' HIGH CHAIN LINK FENCE WITH TOP AND BOTTOM RAIL
- 6' HIGH, 5' WIDE SINGLE SWING GATE WITH LOCKING DEVICE
- NET CENTER STRAP ANCHOR



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.

LIC. NO. _____ DATE 11/06/2023



2040 HIGHWAY 12 EAST
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Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
JP, LD		BID	11/06/2023
DRAWN			
DP, LD, CA			
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JP, JV			
CLIENT PROJ. NO.			
0W1131925			

CITY OF ANNANDALE, MINNESOTA

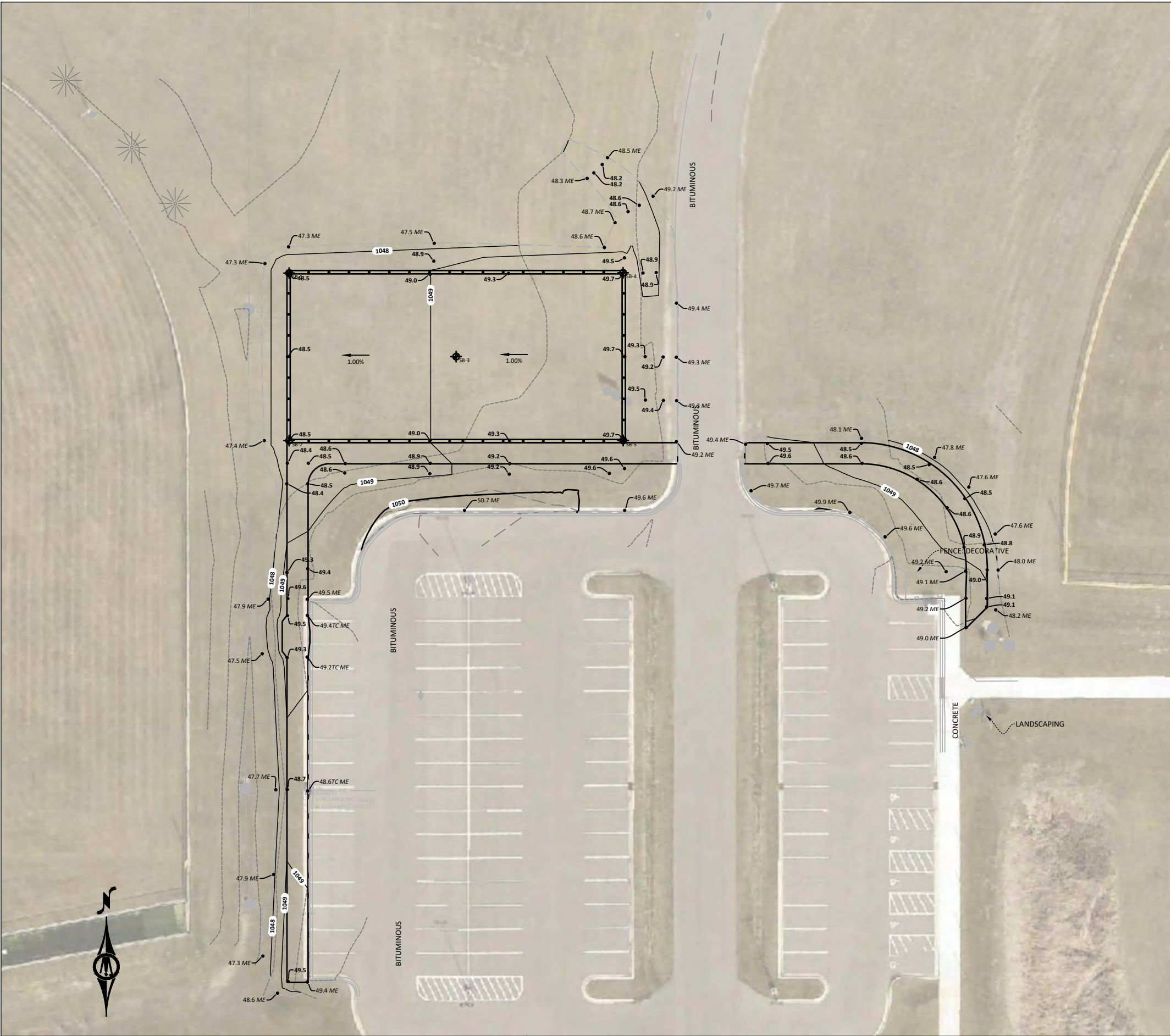
ANNANDALE PICKLEBALL COURTS

FINISHING PLAN

SHEET

C2.01

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GENERAL NOTES

- ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE STATE AND LOCAL ORDINANCES.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR AND SHALL PAY FOR ALL CONSTRUCTION STAKING / LAYOUT.
- OBTAIN AND PAY FOR ALL RELATED CONSTRUCTION PERMITS. SUBMIT A COPY OF ALL PERMITS TO THE CITY.
- INSTALL CONTROL FENCING AND BARRICADING AS NECESSARY TO PROTECT THE PUBLIC.
- INSPECT SITE AND REVIEW SOIL BORINGS TO DETERMINE EXTENT OF WORK AND NATURE OF MATERIALS TO BE HANDLED.
- REFER TO SPECIFICATIONS FOR DEWATERING REQUIREMENTS.
- CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
- MAINTAIN ADJACENT PROPERTY AND PUBLIC STREETS CLEAN FROM CONSTRUCTION CAUSED DIRT AND DEBRIS ON A DAILY BASIS. PROTECT DRAINAGE SYSTEMS FROM SEDIMENTATION AS A RESULT OF CONSTRUCTION RELATED DIRT AND DEBRIS.
- MAINTAIN DUST CONTROL DURING GRADING OPERATIONS.
- ALL EROSION CONTROL METHODS SHALL COMPLY WITH MPCA AND LOCAL REGULATIONS.
- MINIMIZE DISTURBANCE TO SITE AND PROTECT EXISTING SITE FEATURES (INCLUDING TURF AND VEGETATION) WHICH ARE TO REMAIN.
- PROPOSED CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISH GRADE UNLESS OTHERWISE NOTED.
- PROPOSED ELEVATIONS SHOWN TYPICALLY AS 45.1 OR 45 SHALL BE UNDERSTOOD TO MEAN 1045.1 OR 1045.
- SPOT ELEVATIONS SHOWN IN PARKING LOTS, DRIVES AND ROADS INDICATE GUTTER GRADES, UNLESS NOTED OTHERWISE.
- THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIALS TO BE HANDLED, AND FOR AMOUNT OF GRADING TO BE DONE IN ORDER TO COMPLETELY PERFORM ALL WORK INDICATED ON THE DRAWINGS. IMPORT SUITABLE MATERIAL AND EXPORT UNSUITABLE / EXCESS / WASTE MATERIAL, AS REQUIRED, AT NO ADDITIONAL COST TO THE OWNER.
- NO FINISHED SLOPES SHALL EXCEED 4' HORIZONTAL TO 1' VERTICAL (4:1), UNLESS OTHERWISE NOTED.
- ALL DISTURBED AREAS WHICH ARE NOT DESIGNATED TO BE PAVED, SHALL RECEIVE AT LEAST 6" OF TOPSOIL AND SHALL BE SEEDED. REFER TO FINISHING PLANS FOR SEED LOCATIONS.
- FAILURE OF TURF DEVELOPMENT: IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, RE-SEED ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER OR LANDSCAPE ARCHITECT.
- ALL STORM SEWER PIPE SHALL BE RCP, CLASS III (MIN.), WITH FLEXIBLE WATERTIGHT JOINTS IN ACCORDANCE WITH ASTM C-361 OR PVC PIPE (ASTM D3034, SDR 35) INSTALLED IN ACCORDANCE WITH ASTM D2321, UNLESS OTHERWISE NOTED.
- FLEXIBLE JOINTS AT STORM SEWER PIPE CONNECTIONS TO STRUCTURES:
 - IN ACCORDANCE WITH MINNESOTA PLUMBING CODE, PROVIDE FLEXIBLE JOINTS AT ALL PIPE CONNECTIONS TO ALL STORM SEWER STRUCTURES.
 - ACCEPTABLE MANUFACTURERS / PRODUCTS:
 - FERNCO, "CONCRETE MANHOLE ADAPTORS" OR "LARGE-DIAMETER WATERSTOPS"
 - PRESS-SEAL, WATERSTOP GROUTING RINGS"
 - OR APPROVED EQUAL.
- LOCATE ALL EXISTING UTILITIES. VERIFY LOCATION, SIZE AND INVERT ELEVATION OF ALL EXISTING UTILITIES. BEFORE BEGINNING CONSTRUCTION.

LEGEND

	REFERENCE KEY TO SITE DETAILS DETAIL I.D. NUMBER (TOP) DETAIL SHEET NUMBER (BOTTOM)
	EXISTING CONTOUR
	EXISTING SPOT ELEVATION
	PROPOSED CONTOUR
	PROPOSED SPOT ELEVATION ME = MATCH EXISTING TC = TOP OF CURB
	PROPOSED GRADING LIMITS
	APPROXIMATE SOIL BORING / TEST PIT LOCATION

HORZ. 0 20 40
SCALE FEET

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.

LIC. NO. _____ DATE 11/06/2023



2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

DESIGNED	JP, LD	NO.	ISSUED FOR	DATE
DRAWN	DP, LD, CA		BID	11/06/2023
CHECKED	JP, JV			
CLIENT PROJ. NO.	0W1131925			

CITY OF ANNANDALE, MINNESOTA

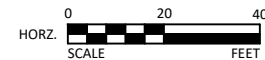
ANNANDALE PICKLEBALL COURTS

GRADING AND DRAINAGE PLAN

SHEET

C3.01

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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.

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CLIENT PROJ. NO.			
0W1131925			

CITY OF ANNANDALE, MINNESOTA
ANNANDALE PICKLEBALL COURTS

UTILITY AND EROSION CONTROL PLAN

SHEET

C4.01

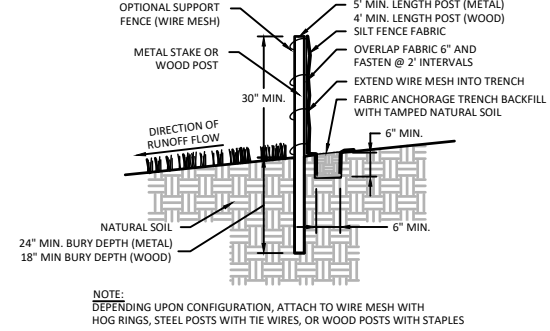
NOTES

- REFER TO SHEET C3.01, GRADING AND DRAINAGE PLAN, FOR GENERAL NOTES.
- FLEXIBLE JOINTS AT STORM SEWER PIPE CONNECTIONS TO STRUCTURES:
 - IN ACCORDANCE WITH MINNESOTA PLUMBING CODE, PROVIDE FLEXIBLE JOINTS AT ALL PIPE CONNECTIONS TO ALL STORM SEWER STRUCTURES.
 - ACCEPTABLE MANUFACTURERS / PRODUCTS:
 - FERNCO, "CONCRETE MANHOLE ADAPTORS" OR "LARGE-DIAMETER WATERSTOPS"
 - PRESS-SEAL, WATERSTOP GROUTING RINGS
 - OR APPROVED EQUAL.
- INSTALL DRAIN TILE, AND OTHER POTENTIAL SOURCES OF CONTAMINATION AT LEAST 10 FEET HORIZONTALLY FROM ANY WATERMAIN PER MN PLUMBING CODE. THIS ISOLATION DISTANCE IS MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR SIMILAR).
- LOCATE ALL EXISTING UTILITIES. VERIFY LOCATION, SIZE AND INVERT ELEVATION OF ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION.
- STAKE LIMITS OF WALKS AND MAINTENANCE STRIPS PRIOR TO INSTALLATION OF CLEANOUTS.
- MAINTAIN ADJACENT PROPERTY AND PUBLIC STREETS CLEAN FROM CONSTRUCTION CAUSED DIRT AND DEBRIS ON A DAILY BASIS. PROTECT DRAINAGE SYSTEMS FROM SEDIMENTATION AS A RESULT OF CONSTRUCTION RELATED DIRT AND DEBRIS.
- MAINTAIN DUST CONTROL DURING GRADING OPERATIONS.
- ALL EROSION CONTROL METHODS SHALL COMPLY WITH MPCA AND OTHER LOCAL REGULATIONS.
- IF EROSION AND SEDIMENT CONTROL MEASURES TAKEN ARE NOT ADEQUATE AND RESULT IN DOWNSTREAM SEDIMENTATION, CLEAN OUT DOWNSTREAM STORM SEWERS AND OTHER CONVEYANCE DEVICES AS NECESSARY, INCLUDING ASSOCIATED RESTORATION.
- INLET PROTECTION DEVICE AT STORM SEWER INLETS. AT THE INLETS TO ALL STORM SEWER STRUCTURES, PROVIDE A PRODUCT FROM THE FOLLOWING LIST OF APPROVED PRODUCTS:
 - ROAD DRAIN "TOP SLAB", MANUFACTURED BY WIMCO
 - ROAD DRAIN "CURB & GUTTER", MANUFACTURED BY WIMCO
 - INFRASAFE "SEDIMENT CONTROL BARRIER", MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS, INC.
 - INFRASAFE "DEBRIS COLLECTION DEVICE", MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS, INC.
 - INFRASAFE "CULVERT INLET PROTECTOR", MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS, INC.
 - DANDY SACK, MANUFACTURED BY DANDY PRODUCTS, INC.
 - DANDY CURB SACK, MANUFACTURED BY DANDY PRODUCTS, INC.
 - OR APPROVED EQUAL.
- PRIOR TO CONSTRUCTION, DELINEATE TURF AND VEGETATED AREAS NOT TO BE DISTURBED WITH ORANGE SNOW FENCE. DO NOT ALLOW CONSTRUCTION TRAFFIC, EQUIPMENT, OR MATERIALS TO UTILIZE, ACCESS, OR OTHERWISE ENTER THE DELINEATED AREAS. MINIMIZE SOIL COMPACTION AND DISRUPTION OF TOPSOIL IN AREAS OUTSIDE THE CONSTRUCTION LIMITS TO COMPLY WITH THE MN CONSTRUCTION STORMWATER PERMIT.
- CONNECTION OF PIPE TO EXISTING LINES OR STRUCTURES SHALL BE ACCOMPLISHED AS SHOWN IN THE PLANS OR AS OTHERWISE APPROVED BY THE ENGINEER AND SHALL COMPLY WITH THE REQUIREMENTS OF THE MINNESOTA PLUMBING CODE. WHERE NECESSARY TO MAKE SATISFACTORY CLOSURE OR PRODUCE THE REQUIRED CURVATURE, GRADE, OR ALIGNMENT, DEFLECTIONS AT JOINTS SHALL NOT EXCEED THAT WHICH WILL ASSURE TIGHT JOINTS AND COMPLY WITH ANY LIMITATIONS RECOMMENDED BY THE PIPE MANUFACTURER.

LEGEND

	REFERENCE KEY TO SITE DETAILS DETAIL I.D. NUMBER (TOP) DETAIL SHEET NUMBER (BOTTOM)
	EXISTING CONTOUR
	EXISTING SPOT ELEVATION
	PROPOSED CONTOUR
	PROPOSED SPOT ELEVATION ME = MATCH EXISTING EOF = EMERGENCY OVERFLOW TC = TOP OF CURB
	PROPOSED CLEANOUT
	PROPOSED GRADING LIMITS
	PROPOSED DRAIN TILE / SUBSURFACE DRAINS (SD)
	INLET PROTECTION DEVICE AT STORM SEWER INLET
	PROPOSED SILT FENCE
	PROPOSED ROCK CONSTRUCTION ENTRANCE

		WOOD	METAL
NORMAL USE	POSTS: (IF USED WITHOUT SUPPORT FENCE)	2" SQ. (MIN) @ 4' (MAX) SPACING	0.95 lbs/ft (MIN.) @ 6' (MAX) SPACING

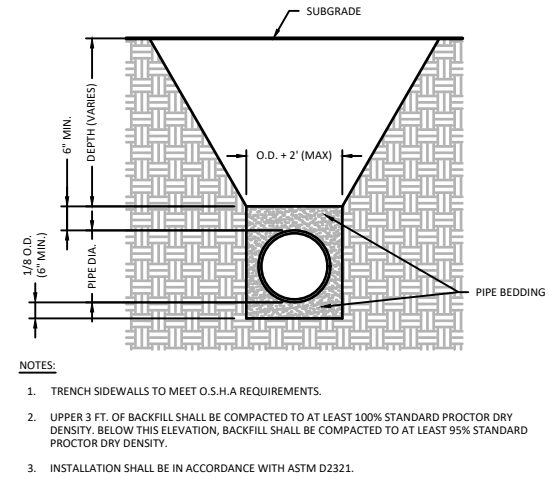


1

C5.01

SILT FENCE

NOT TO SCALE

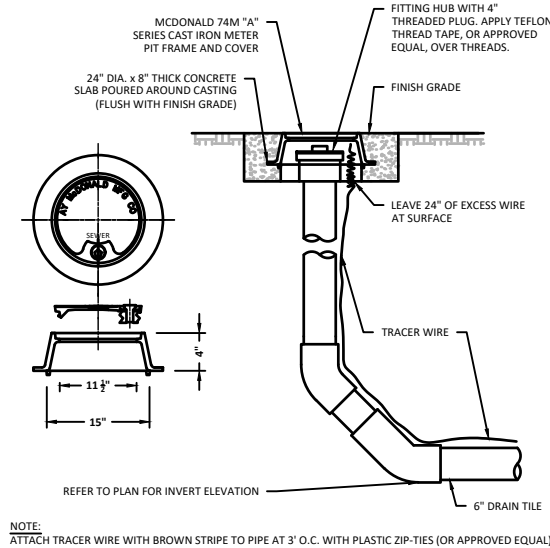


2

5.01

PIPE BEDDING PVC

NOT TO SCALE

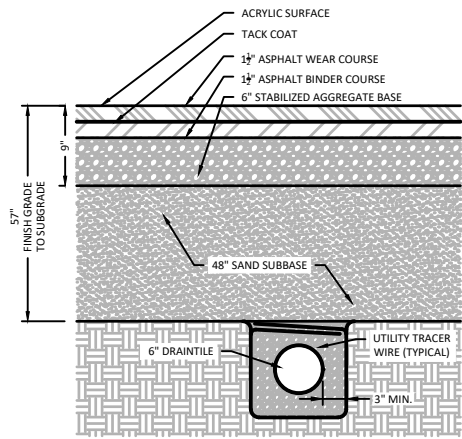


3

C5.01

CLEANOUT ASSEMBLY

NOT TO SCALE

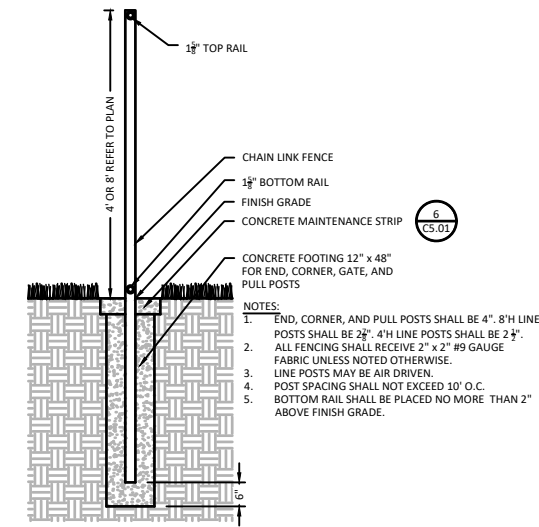


4

C5.01

ATHLETIC ASPHALT PAVEMENT PICKLEBALL COURTS

NOT TO SCALE

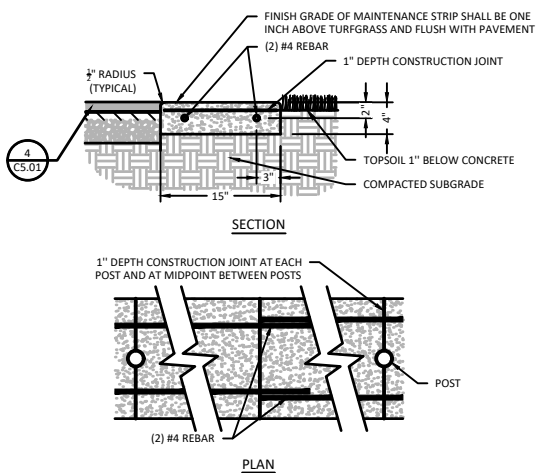


5

C5.01

CHAIN LINK FENCE WITH MAINTENANCE STRIP

NOT TO SCALE

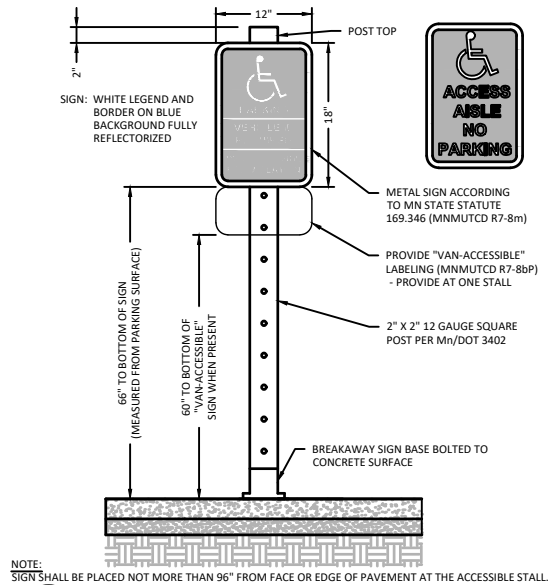


6

C5.01

CONCRETE MAINTENANCE STRIP

NOT TO SCALE

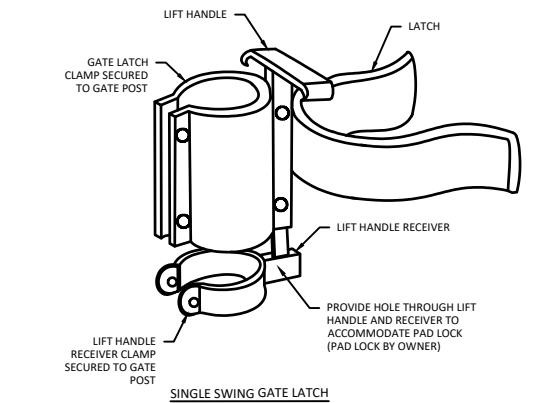


7

C5.01

ACCESSIBLE PARKING SIGN AND POST WITH BREAKAWAY BASE

NOT TO SCALE

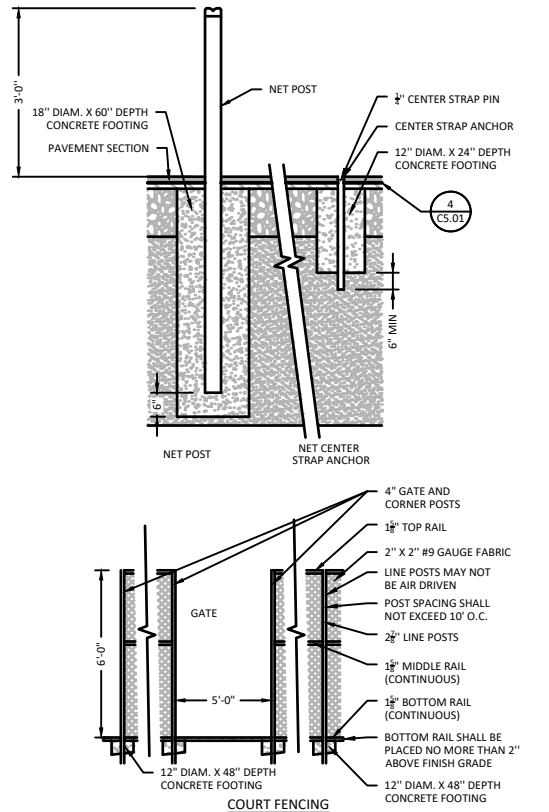


8

C5.01

GATE LATCH

NOT TO SCALE

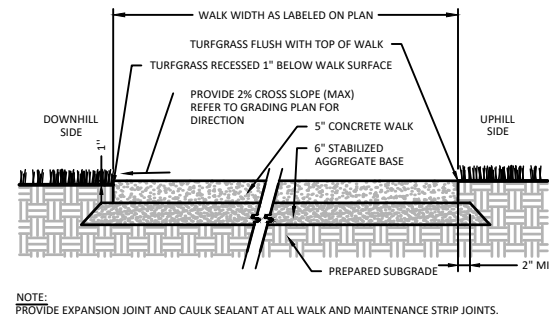


9

C5.01

PICKLEBALL COURT FENCING, NET POSTS AND CENTER STRAP ANCHOR

NOT TO SCALE

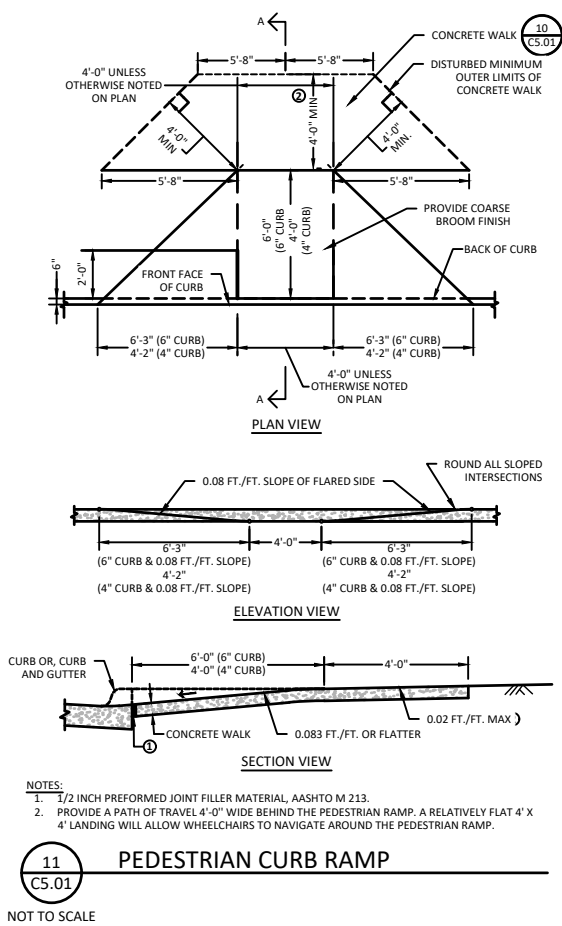


10

C5.01

CONCRETE WALK

NOT TO SCALE



11

C5.01

PEDESTRIAN CURB RAMP

NOT TO SCALE



City Council Agenda

November 13, 2023

Agenda Section: New Business
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 9C
Agenda Item: Review Pedestrian Crossings for
Highway 55

Core Strategy:

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

Background

Attached is a memo from the City Engineer regarding the potential pedestrian improvements for Highway 55.

Recommended Action

Will be discussed at the meeting

Attachments:

- Engineer Memo



**BOLTON
& MENK**

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2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
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November 2, 2023

Kelly Hinnenkamp
City Administrator
City of Annandale
30 Cedar St E
Annandale, MN 55302

RE: TH 55 Pedestrian Crossing Analysis
Annandale, MN
BMI Proj. No. 0W1.124112

Dear Kelly,

The City of Annandale would like to explore pedestrian crossing improvements along the Trunk Highway (TH) 55 corridor. The intersections included in this analysis include TH 55 and Oak Ave S, and TH 55 and Poplar Ave S. Proposed design data and linework from the TH 55 project is displayed in the attached exhibits, along with adjacent City project data and linework regarding the two intersections analyzed in this study.

SCOPE

The scope of each intersection is provided below:

First considered in this analysis was a HAWK (High Intensity Activated Cross Walk) system. The pedestrian activity and daily vehicle traffic doesn't warrant an investment of this caliber (approx. \$250k). HAWKs essentially operate as a traffic signal system, so there are other traffic operation implications to installing them as well. Rectangular Rapid Flashing Beacon (RRFB) applications are much more applicable to these intersections, in terms of the feasibility and practicality that will benefit Annandale. In this analysis, two types of RRFB systems are discussed based on each proposed location's characteristics.

TH 55 and Oak Ave S (See Exhibit "A")

The intersection of TH 55 and Oak Ave S is a 4-leg intersection with stop conditions for Oak Ave S and is proposed to generally remain in the same configuration. Pedestrian facility improvements are proposed at all 4 quadrants as part of the TH 55 reconstruction, with crossings of TH 55 on the West and East side of the intersection.

Taking into account the available space at each crossing, the most advantageous position for an RRFB system is the West crossing. Placing an RRFB at the East crossing would present a condition with reduced pedestrian and maintenance space due to the proximity of the building in the Northeast quadrant. A 2-pedestal RRFB system is illustrated in Exhibit "A". An overhead RRFB system was considered, however the adequate sightlines, corridor lighting, and the location being an area where a motorist would reasonably expect pedestrian activity, point to a standard 2-pedestal RRFB approach.

The design linework shown in the exhibit was designed without an RRFB system in mind. Understanding this, the pedestrian facility design surrounding the proposed RRFB pedestal locations would require modification to meet ADA standards and provide landings for the RRFB push buttons. Right-of-Way constraints appear to be present in this area, and any widening of pedestrian facilities should be evaluated for Right-of-Way impacts.

TH 55 and Poplar Ave S (See Exhibit "B")

The intersection of TH 55 and Poplar Ave S is currently a T-intersection. Poplar Ln S, which is currently a T-intersection with TH 55 approximately 300 feet West, is proposed to be re-aligned with Poplar Ave S at TH 55. This will create a 4-leg intersection with stop conditions for Poplar Ave S and Poplar Ln S. None of the proposed designs shows a crossing of TH 55 at this location, however Exhibit "B" illustrates how this might look with an overhead RRFB concept.

At this future intersection, there is some flexibility regarding the positioning of an RRFB system, as both potential crossings of TH 55 offer adequate space. The current TH 55 design does not account for a crossing, however the city project linework for Poplar Ln S shows pedestrian facilities on the East side. Exhibit "B" displays a conceptual layout of how this might look, assuming pedestrian ramps and landings would be installed appropriately. Right-of-Way doesn't appear to be an issue at this intersection.

A 2-pedestal RRFB system was considered, however due to the wider crossing (4+ lanes), the location being a less obvious pedestrian crossing area, and the beginning of the 30-mph zone being only 600 ft East, an overhead RRFB system offers substantially increased visibility. In addition, mounting luminaires on each overhead pole will illuminate the crosswalk and intersection for added safety to both pedestrians and motorists.

ESTIMATE

Standard 2-pedestal RRFB systems range in cost from \$25,000 to \$30,000 and can be solar powered or hard-wired into an existing power supply. Solar powered systems offer a lower impact installation due to requiring no underground wiring and conduit, however they have batteries that require periodic maintenance and replacement.

Overhead RRFB systems range in cost from \$120,000 to \$140,000 and can be solar powered, however most overhead systems are hard-wired. Overhead systems require a signal pole base with signal mast arms extending over the road. The mast arms shown in Exhibit "B" are 15 feet and 20 feet in length.

If you have any questions or would like to discuss further, please call.

Sincerely,

Bolton & Menk, Inc.



Jared Voge, P.E.
City Engineer

EXHIBIT "A"

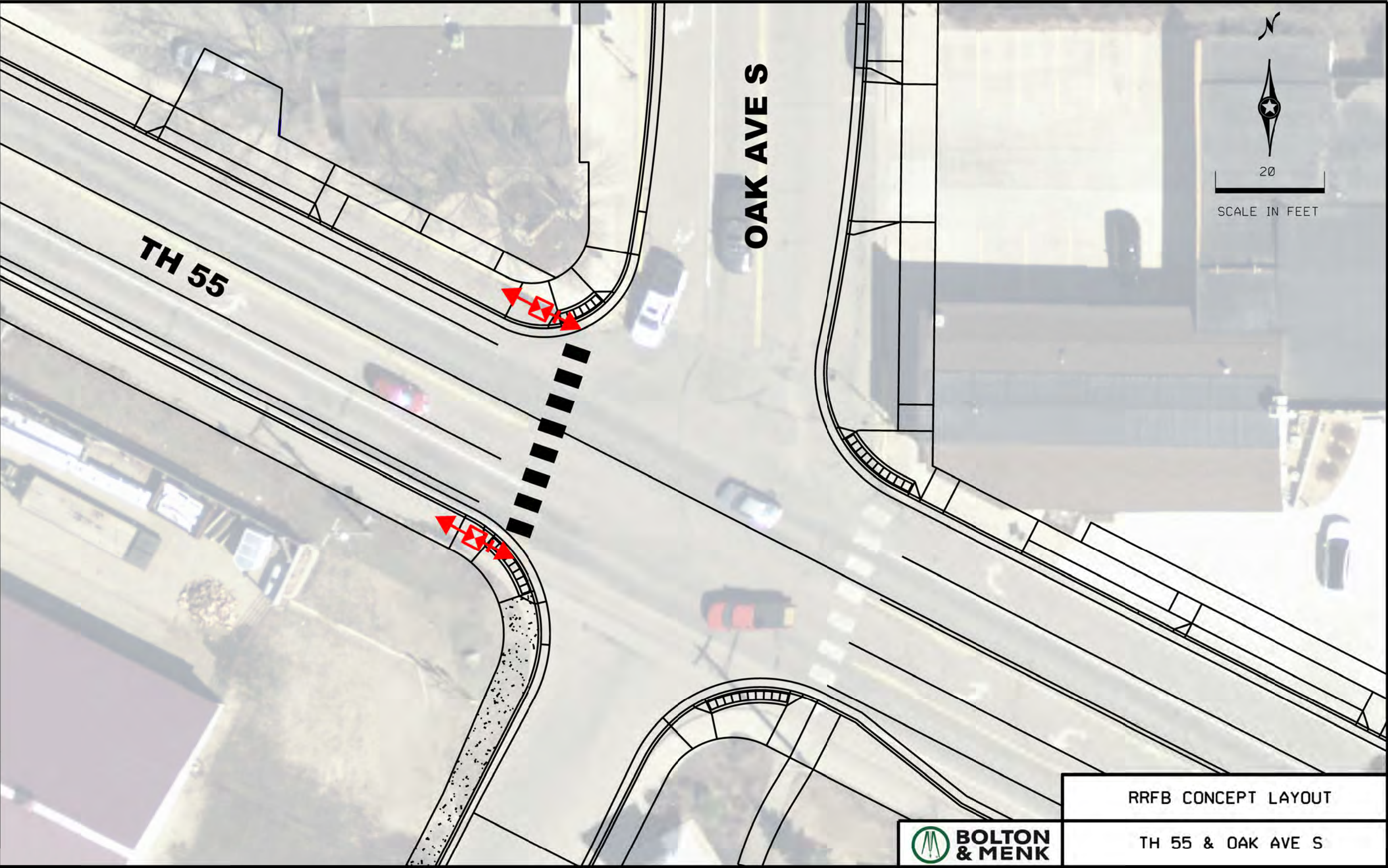
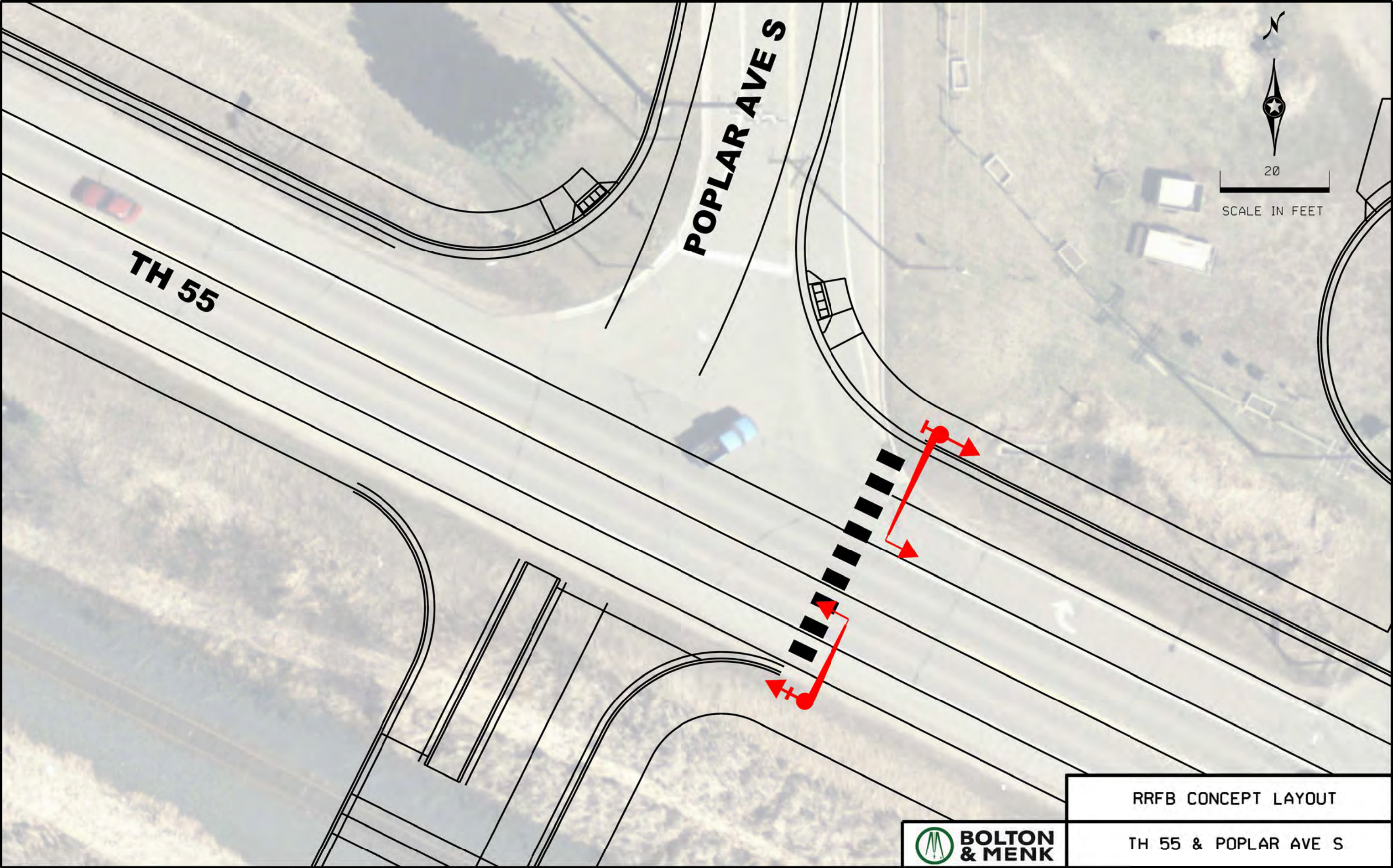


EXHIBIT "B"



RRFB CONCEPT LAYOUT
TH 55 & POPLAR AVE S



City Council Agenda

November 13, 2023

Agenda Section: New Business
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 9D
Agenda Item: GIS Proposal

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 type="checkbox"/> Other: Click or tap here to enter text. |
| <input checked="" type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

Attached is a proposal for implementing GIS with the City.

GIS stands for Geographic Information System. It is a computer system that provides the city multiple tools for managing the City's infrastructure and properties within the city. The proposal would include mapping of the City's water/sewer infrastructure, cemeteries and integrate County layers for parcel specific data. There is an initial start up cost with upfront staff time required, but once the system is set up, the ability for staff to utilize this data will save significant staff time in locating infrastructure, locating property data files and allow the City to have improved cemetery mapping.

Attached is a memo from the City Engineer providing additional information on GIS and a proposal that outlines the work to be completed, timeline and cost. Staff is recommending to use additional funds related to the Lake John sewer and water project to fund the cost of the GIS system. This project came under budget. The excess project funds will be in the Debt Service account to use towards future bond payments, but the City's Bond Council confirmed mapping of city infrastructure was an allowable use of excess funds.

Recommended Action

Will be discussed at the meeting

Attachments:

- Engineer Memo and Proposal



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2040 Highway 12 East
Willmar, MN 56201-5818

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

August 29, 2023

Kelly Hinnenkamp, City Administrator
City of Annandale
P.O. Box K
30 Cedar Street East
Annandale, MN 55302

RE: Proposal for GPS and GIS Professional Services

Dear Kelly:

Per your request, Bolton & Menk is pleased to submit the following proposal for GPS and GIS Professional Services. Our proposal highlights a work plan that will both collect highly accurate locations of infrastructure as well as provide the city access to a mobile compliant web based GIS application. We look forward to continuing to provide and support the use of GIS by the city.

Geographical Information Systems (GIS) is a software platform for maintaining and delivering organizational spatial related data. While GIS can be thought of as a mapping tool, it also provides access to additional information pertinent to the object. This may include taxpayer information for parcels, cemetery management, scanned engineering plans, maintenance records, pipe sizes, or manhole depths for utilities. Having an accurate and well documented GIS allows organizations much more efficient retrieval of information as well as a tool that assists the transition of knowledge.

Bolton & Menk has a team of professional and knowledgeable GIS staff. We have been a part of more than 100 municipal GIS implementations in the Upper Midwest and are committed to providing a quality project for the City of Annandale. As the City Engineer, I will personally serve as your primary contact and oversee all aspects of this proposed work.

Thank you for the opportunity to provide you with this proposal. We look forward to continuing to advance the GIS capabilities at the City of Annandale.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

Contact Information

Bolton & Menk, Inc. • Jared Voge, PE, City Engineer • 2040 Highway 12 East, Willmar, MN 56201 • P: 320-231-3956 • F: 320-231-9710 • C: 612-756-0326 • Jared.Voge@bolton-menk.com

Bolton & Menk, Inc. understands the increasing role Geographic Information Systems (GIS) plays in the management of organizational data. We also understand that now, more than ever, organizations must work efficiently, cost effectively, and interdependently with each other. We recognize the value and broad potential GIS offers in helping clients attain these performance levels. When expertly applied, GIS elegantly converts creative ideas into tangible tools—tools that are illustrative and intuitive to the end user, helping them extract, manipulate, and analyze data with relative ease. Bolton & Menk has successfully completed several GIS projects for public clients; our understanding of the details and real-world applications sets us apart from other firms.

Bolton & Menk provides the following core technical GIS services:

- GIS Project & Technical Management
- GIS Web Application Development
- Geospatial Data Collection
- ArcGIS Enterprise & Online Implementation
- Desktop GIS Customization
- Data Automation & Analysis
- UAV Services & Remote Sensing



Bolton & Menk's GIS group employs a team of Certified GIS Professionals (GISP) and technicians with a variety of municipal and private sector GIS experience. Whether clients are interested in

developing new GIS initiatives or are looking to maintain and enhance their existing systems, our professionals have the expertise and experience to complement clients in meeting their goals. We have used the industry leading Esri GIS software platform since 1999, which provides flexibility to integrate with many business systems and data sources. We currently manage web GIS mapping applications and solutions for more than 100 communities and organizations.

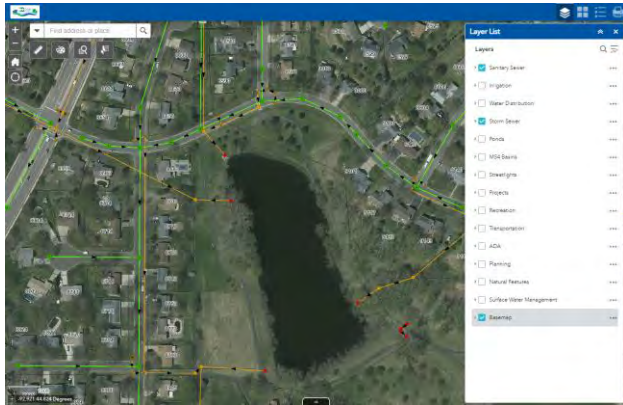
Bolton & Menk promotes and uses the most current Esri GIS software, including ArcGIS Pro, ArcGIS Online, and ArcGIS Enterprise. Bolton & Menk is proud to be an Esri Business Partner and understands that there is not a one size fits all for GIS solutions, so we help our clients choose and implement the right platform for their needs.

Project Understanding

Mapping and geographical information systems are only as accurate as the data rendered within. Currently, the utility mapping for the City of Annandale is based on recorded information which is schematic in nature. This means that while we believe the maps to be representative of current conditions, not all structures have been field verified or inventoried. After speaking with city staff, their goal is to have an accurate representation of all sanitary, storm sewer, and water distribution infrastructure. Our recommendation includes conducting a GPS collection, which is an effective way of collecting large amounts of spatial data for a GIS system. This creates both an accurate depiction of the existing conditions and serves as an infrastructure inventory.

Bolton & Menk recommends the use of the ArcGIS Online as the GIS platform of choice. The ArcGIS Online cloud-based platform will allow for Bolton & Menk to manage the city's GIS data and applications. Our GIS staff will develop a fully web-based GIS application on the ArcGIS Online platform for city staff access. ArcGIS Online is an ideal platform for a multi-agency editing scenario, it will allow city staff as well as our GIS staff to share in

data editing. It will also allow for the city to deploy additional applications and solutions intended for public consumption and targeted department data collection. Some examples of the public applications may include Story Maps, Citizen Problem Reporting and other web-based viewing applications.



Our project approach will outline tasks to adopting the ArcGIS Online from setup to user connections. Bolton & Menk will also provide additional project tasks in this proposal which include ArcGIS Online setup, existing data migration, GPS data collection, web map development, and ongoing GIS project support. Bolton & Menk's GIS team are experts in this platform and will consult Annandale on the implementation of any new capabilities needed that are outside this project scope.

Project Approach – Base Project Tasks

Task 1 – ArcGIS Online Implementation

Bolton & Menk will deploy the city's ArcGIS Online Organization and setup for initial use. Within this task, we will customize the deployment and initiate the setup of the platform. The city will initially have access via one administrative account, with the ability to add more users in the future. Our GIS staff will initiate the creation of organizational groups in which content and apps can be managed.

The city will be required to purchase an annual subscription to the ArcGIS Online platform. The initial cost will be \$875 annually with the ability to add additional users for \$350 each.

All associated ArcGIS Online licensing fees will be paid directly to Esri based on their customer agreement with Annandale.

Task 2 – Existing Data Migration

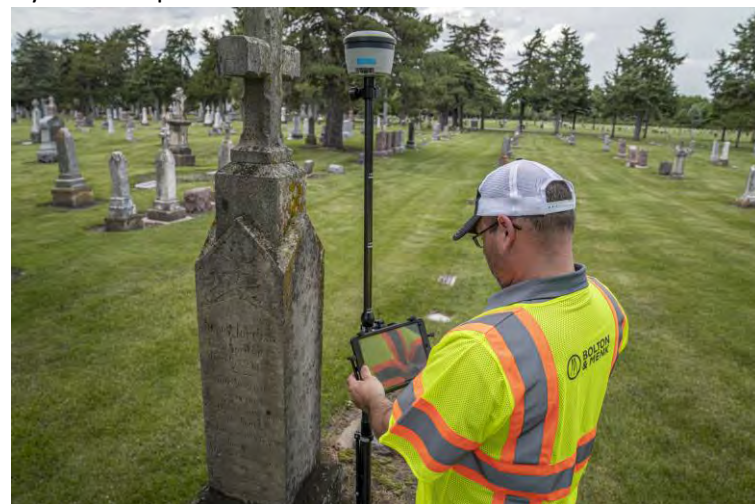
Bolton & Menk will review and inventory all CAD-based data layers and maps that are currently being used by the City of Annandale. We will then work to locate and compile this information for the web application. We will also work with Wright County to obtain the most current parcel and ownership information available. Other existing publicly available information for aerial photography, FEMA Floodplain, Lidar Contours, National Wetland Inventory, and soils will be acquired and made available through ArcGIS Online and the proposed mapping application. Bolton & Menk will convert these updated schematic CAD drawings to a GIS format and include in the web GIS application.

- Sanitary Sewer
- Storm Sewer
- Watermain System
- Zoning Map
- Parks and Trails Map

All existing GIS data layers that are provided and meet the system requirements will be reviewed and migrated to an ESRI compliant format. This provides a standard format that can easily be updated and shared amongst all ESRI applications and also converted to CAD applications if necessary.

Task 3 – Existing Cemetery Data Migration

Upon acceptance by city staff, the Woodlawn cemetery plot layout will be converted to individual polygons for management in GIS. Each plot polygon will be assigned a unique ID which consists of Block, Lot, and Plot. Through the web GIS application all burial plot polygons will be editable, this will allow city staff to update all recorded information related



Task 4 – ArcGIS Web App Builder Deployment

Once finalized, Bolton & Menk will schedule a training session with designated City of Annandale staff. The training session lasts approximately two hours and will be accompanied by a reference guide. Our GIS staff will be available for any technical questions following the staff training.

Sanitary, Storm Sewer, Water Distribution GPS Data Collection and Mapping

Upon completion of GPS data collection, our GIS staff will commence with the remapping of sanitary, storm sewer and water pipe segments. Our team will use the collected GPS points to relocate connected pipe segments.

GPS collections can incorporate attribute data as well to record a visual inspection. At this time, city staff indicated no structure inspections are needed. The GPS units proposed for use in Annandale will be capable of taking photos and linking to the GIS point feature in GIS applications. Based on current estimates, we expect approximately 2,500 total structures will be collected. It is expected that the city will need to provide certain functions including miscellaneous structure locating, data review, and some minor traffic control.

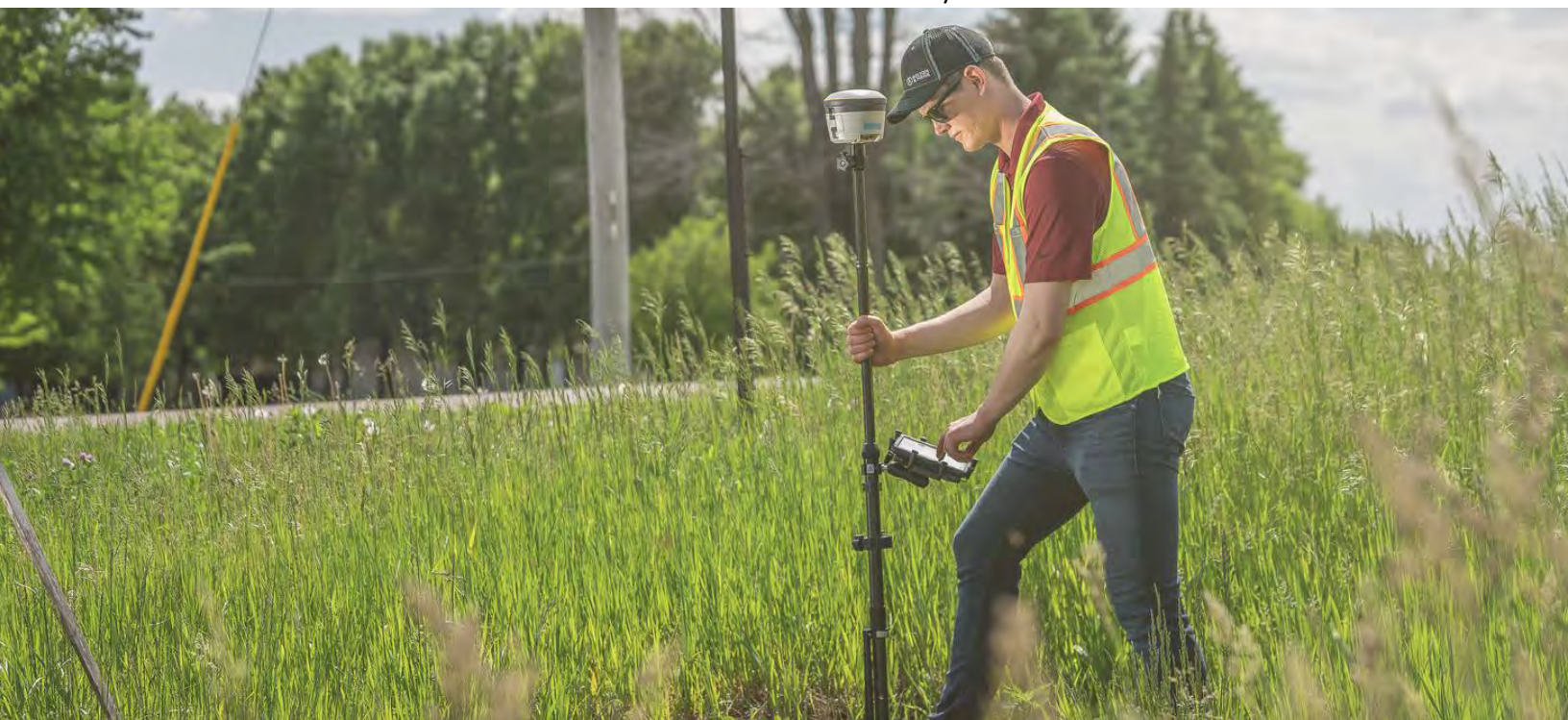
Bolton & Menk will provide training and equipment for the GPS collection. We will also provide a live web-map showing collected points for the Annandale staff to review and for quality assurance. As an alternative to city staff data collection, Bolton & Menk routinely uses summer interns to complete GPS collection work. The GPS collector interns are typically available from June 1 through August 31 annually. Costs associated with this alternative can be provided upon request.

Record Plan Scanning and Linking

Bolton & Menk will create a database of all available record drawings for the street and utility improvement projects on record in Annandale. All available plans will be scanned as PDF files at a minimum resolution of 200 dpi. Each scanned document will correlate to a shape on the map which defines the general limits of the project. The GIS layer will have the following fields which will be populated when the information is readily available: project name, project description, year project was constructed, number of sheets, type of project, project number, and a hyperlink to the PDF files. Once complete, the general project limits will be available on the Annandale web GIS application as a layer which can be displayed, queried, and will link to the associated scanned pdf document. We estimate a maximum of 50 plans to be included as part of this task.

Project Schedule

With initial and consistent emphasis on completing project tasks and commitment of the necessary staff, Bolton & Menk is prepared to deliver this work in a timely manner to the City of Annandale. The expected time frame for completing the base project tasks will be four months from project initiation. If the city proceeds with any of the optional project tasks including GPS data collection, project schedule will be adjusted based on city staff availability.



Project Cost

The following spreadsheet demonstrates the breakdown of tasks, hours, and costs for services to be provided on this project. Any additional tasks requested by the City of Annandale and outside the scope of this scope and fee letter will be performed at our regular hourly fee schedule rates, to be updated annually in consultation with the city. The total estimated project cost for Bolton & Menk to provide base project tasks to the City of Annandale as outlined in this document is approximately **\$30,400**. Optional project tasks as requested are estimated to be an additional **\$20,820**.

COST ESTIMATE

Client: City of Annandale			
Project: GPS and GIS Professional Services			
TASK NO.	WORK TASK DESCRIPTION	Total Hours	Total Cost
Base Project Tasks			
1.0	ArcGIS Online Implementation	15	\$3,000
	ArcGIS Online Annual Software Subscription		\$875
2.0	Existing CAD Data Migration	92	\$13,180
3.0	Existing Cemetery Data Migration	48	\$6,940
4.0	ArcGIS Web App Builder Deployment	40	\$6,405
TOTAL COST - BASE PROJECT TASKS			\$30,400.00
Optional Project Tasks			
1.0	Sanitary Sewer - City GPS Data Collection & Mapping	36	\$4,860
2.0	Storm Sewer - City GPS Data Collection & Mapping	44	\$5,900
3.0	Water System - City GPS Data Collection & Mapping	44	\$5,900
4.0	Record Plan Scanning and Linking	32	\$4,160
TOTAL COST - OPTIONAL PROJECT TASKS			\$20,820.00



City Council Agenda

November 13, 2023

Agenda Section: Consent

Report From: Jacob Thunander, Community Development Director

Agenda No. 9E

Agenda Item: Consideration of Selecting City Website Vendor

Core Strategy:

- | | |
|--|--|
| <input checked="" 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: |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |
-

Background

Staff received notice that the current City website is up for renewal. The website host, Catalis (formerly GovOffice) indicated that renewal would include a redesigned website with additional feature upgrades. The current cost of maintaining the website is \$600/year. After May 2024, the website cost will be \$4,995/year + 6% increase year over year. Staff have contacted two additional website vendors to compare prices and services, with a summary provided below. Website design can take several months to complete, and a new website would need to be live by May 2024.

Areas staff feel are important for our website:

- Community events calendar
- Quick links/icons on the main screen to direct people to the most popular things people go to the City's website (agendas/minutes, licensing/permits, paying utility bill, etc.)
- Agenda center where all agendas and minutes for Council/Commissions are on one page
- Refresh on imagery

CivicPlus

- Appears to be used by most neighboring cities and many cities throughout MN
- No long-term contract – annual renewal
- Two design options:
 - 1) Premium Design Option – Templated Design
 - \$3,795 for hosting and support annual fee
 - Waived one time startup cost of \$850
 - 25% discount for the first year
 - Premium designs have fewer custom design elements, such as a non-scrolling site element, while still retaining enough design elements to make the site yours. Customize your logo, color palette menu, quick link layouts, and background images.

- Examples:
 - [Home Page | Mapleton Minnesota \(mapletonmn.gov\)](#)
 - [Morgan City Utah Home Page | Morgan City Utah](#)
 - [Arkansas City Kansas Home Page | Arkansas City Kansas \(arkcity.org\)](#)
- 2) Ultimate Design Option – Custom Design
 - \$4,758 for hosting and support annual fee
 - Waived one time startup fee of \$850
 - 25% discount for the first year
 - Allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format.
 - We are verifying that the agenda center software is included with the cost. Additional modules can be added on later.
 - Examples:
 - [Crosslake, Minnesota Home Page | Crosslake Minnesota \(cityofcrosslake.org\)](#)
 - [Delano, MN | Official Website \(delanomn.gov\)](#) –upgraded version
 - [Monticello, MN | Official Website](#) –upgraded version
 - [Waconia, MN - Official Website | Official Website](#) – upgraded version
 - See attached email for more information.
- 2. Catalyst – Current website provider
 - a. Pricing \$4,995 annually, no start up fees
 - b. 4 year contract required with 6% increase every year
 - c. Can redesign website year 1 and year 4
 - d. Staff would not have to learn a new program for editing website.
 - e. Demo site: [City of Sapphire Harbor \(govoffice3.com\)](#).
 - f. See attached email for more information.
- 3. Granicus
 - Cost
 - \$22,300 start up fees
 - \$11,500 annual fee
 - They seem to want to focus on larger communities or communities that want City's to use more advanced features and automated processing.
 - Examples:
 - <https://www.minnetonkamn.gov/>
 - <https://www.plymouthmn.gov/?locale=en>

The Finance Committee reviewed the three options for website vendors and recommended Civic Plus. It is recommended to go with the Ultimate Design Option that allows for a scrolling main screen.

Recommended Action

Approve website renewal vendor Civic Plus, Ultimate Design Option.

Attachments:

- Civic Plus Email
- Catalysis Email

From: [Richard Jones](#)
To: [Jacob Thunander](#)
Cc: [Kelly Hinnenkamp](#)
Subject: RE: Thank You Both! | Richard w/ CivicPlus
Date: Thursday, October 26, 2023 10:51:22 AM
Attachments: [image001.png](#)

Morning!

I've updated your folder to include a Website SOW to review.

I've waived the 850 One time cost and applied a 25% discount to the first years annual. The initial SOW is set up for a 30/70 billing. 30% due at signing, 70% due at 6 months from today or completion of implementation.

- Folder - https://drive.google.com/drive/u/0/folders/1kLd77CxBpJjO2u8mqIOCNqMkR_1_ny8g

Let me know your thoughts and if I need to make any changes or adjustments.

Hope everyone's Thursday is moving along smoothly so far.

Thank You,

Richard L Jones

Solutions Advisor • **CivicPlus**

P: 785.323.4713

[CivicPlus.com](https://www.civicplus.com)



Powering and Empowering Government

From: Richard Jones
Sent: Wednesday, October 25, 2023 3:00 PM
To: jthunander@annandale.mn.us
Cc: khinnenkamp@annandale.mn.us
Subject: Thank You Both! | Richard w/ CivicPlus

Hey Jacob,

I appreciate you and Kelly speaking with me today. Hope the day is moving along smoothly so far.

Linked below is the folder I put together. Included in the folder is a Website Proposal, Website Executive Summary (How CivicPlus will help, included functionality, and pricing), and Website Examples. In addition to that is information about our Codification Services. I'll update your folder with an Official SOW once its been approved.

- Website Folder - https://drive.google.com/drive/folders/1kLd77CxBpJjO2u8mqIOCNqMkR_1_ny8g?usp=sharing

With the above information I included a Design Example Portfolio of the Engage Central Platform. As well as a Self-Guided Walkthrough of the solution so you can both see all the included functionality.

- Engage Central Design Page - <https://cp-design.civicplus.com/>
- Self-Guided Walkthrough - <https://www.civicplus.com/municipal-websites/demo-success/>

When you have questions for me feel free to give me a call directly 785.323.4713

Thank You,

Richard L Jones

Solutions Advisor • **CivicPlus**

P: 785.323.4713

[CivicPlus.com](https://www.civicplus.com)



Powering and Empowering Government

From: [Kelly Hinnenkamp](#)
To: [Jacob Thunander](#)
Subject: FW: WEBSITE REMEWAL
Date: Thursday, November 2, 2023 2:20:07 PM
Attachments: [image001.png](#)

Here is the Catalis info below.

From: Kelly Hinnenkamp
Sent: Thursday, June 8, 2023 7:15 AM
To: Andrew Lacovara <Andrew.Lacovara@catalisgov.com>
Subject: Re: WEBSITE REMEWAL

So I now see this email. I'm not accustomed to the new company name so when this came through I didn't realize you were the current website provider.

We will need to set up a time to talk. We currently pay \$600 a year and the contract you sent says that will be going to \$5000 a year. That's a pretty big jump.

Let me know when you have time to discuss this.

Kelly Hinnenkamp

On Jun 1, 2023, at 12:25 PM, Andrew Lacovara <Andrew.Lacovara@catalisgov.com> wrote:

Kelly,

Any update with the website renewal. Here is some additional information for you as well.

Website Management Platform

1. **No implementation or start-up fees**
2. **4-year agreement** (redesign year 1 and year 4 for no additional cost)
3. **6 percent increase year over year**
4. **CMS Feature Sheet / Flyer** (attached to email)
5. **Demo Website** (not a real city but shows our general layout and feel. The website is completely customizable)..... <https://pro-model.govoffice3.com/>
6. **Admin / Back End** – this will stay the same, except for continual improvements, won't have to learn a new software.
7. **Real Client Websites**..... <https://troyme.dev.govoffice.com/>
<https://www.canyonlakeca.gov/>
<https://townshipofjames.dev.govoffice.com/>
8. **Product Roadmap** (improvements and features our team will continue to

work on)..... <https://muni-catalis-implementations.com/products/index.html>

9. **Pricing** – \$4,995 annually
10. **Full Line Brochure** – I have attached our Full Line Brochure with all our products. If you ever want to demo any of these solutions, please let me know.

I have attached a link to my calendar below if you would like a demo. Feel free to schedule a time that best works for you.

<https://outlook.office365.com/owa/calendar/MuniSight@governmentbrands.com/booking/s/ATnm64gUkWYBJHqNPAYtw2>

Thank you!

Andrew Lacovara | Customer Success Manager

Office: 204-410-6772

Cell: 780-935-4390

Support: 1-855-898-6864

catalisgov.com

<image001.png>

From: Andrew Lacovara

Sent: Wednesday, May 24, 2023 2:09 PM

To: khinnenkamp@annandale.mn.us

Subject: WEBSITE REMEWAL

Kelly,

My name is Andrew Lacovara and I will be your Customer Success Manager here at Catalis (previously MuniSight) so I just wanted to reach out and introduce myself. My role as a Customer Success Manager is to make sure you are happy with your on-going relationship with Catalis. I will be your go-to person for that!

I would also like to take the time now to talk about your website renewal. There have been changes to our website management platform. Under the new Catalis name, we are improving our legacy CMS product offerings by providing customers with a redesigned website. Below are a few additional feature upgrades you can expect in 2023.

1. Single-Sign-On (SSO)
2. Dashboard Analytics
 1. A new dashboard that includes information about traffic and engagement using Google Analytics 4, and dedicated sections for meetings, events, form submissions, and open orders.
3. Amazon Web Services (AWS)

1. #1 fastest and most secure cloud provider in the world
4. Modern and intuitive Admin Interface
5. Mailer server changed – provider – new provider is better but more expensive
6. Better security
7. Improve stability
8. New and improved designs
1. Regular new feature improvements and updates

I'd be more than happy to meet with you and provide a demo of our new website platform. Does that sound like something you would like to look at? If so, here is a link to my calendar, feel free to schedule a time that best works for you.

<https://outlook.office365.com/owa/calendar/MuniSight@governmentbrands.com/booking/s/ATnm64gUkWYBJHqNPAYtw2>

If you have any other questions or concerns in the meantime, please let me know,

Andrew Lacovara | Customer Success Manager

Office: 204-410-6772

Cell: 780-935-4390

Support: 1-855-898-6864

catalisgov.com

<image001.png>

<CMS Feature Sheet.docx>

<CATALIS Full Line Brochure.pdf>



City Council Agenda

November 13, 2023

Agenda Section: New Business
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 9F
Agenda Item: Snow Removal in Southbrook

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: Click or tap here to enter text. |
| <input checked="" type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

Council requested staff to look at the possibility of removal of snow on the cart paths in Southbrook. The City's current policy is to remove the snow from all trails and designated sidewalks approved by Council. It is the responsibility of the adjacent property owners to clear the sidewalks not cleared by the City.

The cart paths in Southbrook are a little unique in that they are not sidewalks or trails, they were designed to be cart paths for the golf course. These cart paths are utilized by pedestrians in the neighborhood and the removal of snow has been inconsistent by private property owners and this has not been an area enforced by the City given the characteristics of the cart paths.

The cart paths are approximately 10 feet wide and unlike most sidewalks and trails, abut directly up to the curb. This design does make snow clearing more difficult given the width of the path and the minimal area for snow storage.

If the City were to start clearing snow from the cart paths, this work would be added to the sidewalk/trail schedule. In order to clear the snow from the paths correctly, the City would need to purchase additional equipment. The estimated cost is \$132,000. This is not included in the City's Capital Equipment Plan. If the Council wants to consider moving forward with this equipment, staff can work on adjusting the plan to determine impacts to the City's budget. This adjustment will require an increase in budget contribution to allow for the additional expense.

The City would have staff available to complete the cart paths, but it would extend the time to complete snow removal within the City. Public Works Director Joe Haller has provided the following summary of a typical snow fall event for Council to understand the work that is done with each snowfall:

For a typical snowfall event, if the snow fall has ended, we will start at 2am. We have 4 Large plows (2 plow trucks, one front end loader, and one leased farm tractor) that will work on clearing 32 miles

of road, and 7 city parking lots. The large plows will typically complete their routes around 6:30am. When the large plow routes are complete one of the plow trucks(Joe) will head to the WWTP to plow there. One of the operators (Chris) will work on clearing the snow dump site and the compost site. Another operator (Dave) will clear the WTP and work on water rounds and work orders for the day. The 4th operator (Mitch) will take the small John Deere tractor to clear the narrow (5 blocks) sidewalk route.

We have 2 bobcats (Kirby & Ryan) that will also start at 2am. They will clear and pile up the 12 blocks of sidewalks and the downtown parking lots. The 2 bobcats will typically finish the downtown around 7am. The 2 Bobcats will then work on clearing 22 blocks of additional sidewalks throughout town. The next task for the 2 Bobcats is to clear 2-3 miles of walking trails. The two bobcats will typically finish around noon.

The pickup (Caleb) will start at 4am. The pickup will clear 13 blocks of alley. Then he will take the small John Deere tractor to clear the City Hall site. Caleb will typically finish the City Hall site around 8am and then go to the WWTP to work on rounds and snow removal there.

The staff typically haul the snow piles out of the downtown area the following night.

If the snowfall does not end by 2am we may start a little later or we may have to plow snow 2 consecutive nights and haul the piles the 3rd night.

This is more of a guide, every snowfall event has lots of variables that we adjust to.

Recommended Action

Will be discussed at the meeting

Attachments:

- Engineer Memo and Proposal



City Council Agenda

November 13, 2023

Agenda Section: New Business
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 9G
Agenda Item: Purchase of Payloader

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: Click or tap here to enter text. |
| <input checked="" type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The City had scheduled the replacement of the Public Works payloader in 2025. With the additional city streets constructed recently and planned in the near future, the City planned to purchase a new payloader and retain the existing loader to provide additional equipment for snow removal. This expense was estimated to be approximately \$300,000.

PW Director Haller was able to find a used payloader on the Federal Surplus website. This site is available to government units and sells good used equipment at a significant discount from the market. Given the timing of the approval required with these purchases, the Finance Committee approved the purchase of the payloader. The following is a breakdown of the costs.

- Payloader- \$14,790
- Repairs Breaks, Steering and Seats- \$9300
- Repairs to panels- \$8679.90
- Repainting- \$10,000
- Snow Plow- \$21,310

The total cost of the payloader is \$64,079. The current market value of this equipment is \$140,000.

Recommended Action

Will be discussed at the meeting

Attachments:

- 10 Year Capital Plan

Street Equipment Fund

		2023	2024	2025	2026	2027	2028	2029	2030	2031
Beginning Year Fund Balance		\$ 201,391	\$ 185,391	\$ 160,391	\$ 209,391	\$ 279,391	\$ 304,391	\$ 354,391	\$ 157,391	\$ 37,391
<u>Revenues and Other Fund Sources</u>										
Budget Allocation		\$ 60,000	\$ 65,000	\$ 65,000	\$ 70,000	\$ 70,000	\$ 75,000	\$ 75,000	\$ 80,000	\$ 80,000
Sale of Asset		\$ 54,000	\$ -	\$ 4,000	\$ -	\$ 30,000	\$ 10,000	\$ 58,000	\$ 100,000	\$ -
		\$ 114,000	\$ 65,000	\$ 69,000	\$ 70,000	\$ 100,000	\$ 85,000	\$ 133,000	\$ 180,000	\$ 80,000
<u>Expenditures and Uses</u>										
Mini-Excavator	STR 22-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOADER	STR 23-001	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -
BOBCAT	STR 23-002	\$ 65,000	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -
BUCKET TRUCK	STR 25-001	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOWER	STR 25-002	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -
PICKUP	STR 28-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -
PLOW TRUCK	STR 29-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -
PICKUP- F550	STR 31-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000
		\$ 130,000	\$ 90,000	\$ 20,000	\$ -	\$ 75,000	\$ 35,000	\$ 330,000	\$ 300,000	\$ 95,000
Ending Year Fund Balance		\$ 185,391	\$ 160,391	\$ 209,391	\$ 279,391	\$ 304,391	\$ 354,391	\$ 157,391	\$ 37,391	\$ 22,391

<< QUOTE >>



Little Falls Machine, Inc.
300 Lindbergh Dr S
Little Falls, MN 56345
UNITED STATES
(320)-632-9266

PAGE 1

QUOTE DATE 10/20/2023

QUOTE NO 15229

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ANNAN
CITY OF ANNANDALE
CITY CLERK
CITY HALL
ANNANDALE, MN 55302

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CITY OF ANNANDALE
JOE HALLER
CITY HALL
ANNANDALE, MN 55302

TOTAL DUE 21,310.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP NO
MS	LS	11/19/2023	10/20/2023	00057089	10/20/2023	

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	SHIP DATE
n/30	QUOTE		

ITEM ID	UNITS	ORDERED	SHIPPED	UNIT PRICE	NET PRICE	EXTENSION
FALLS MODEL PR-1443-TE-E2-MS REV SNOW PLOW STD CUTTING EDGE PAINT JD MS-MUSHROOM SHOES E2-PUSHFRAME C/O ANNANDALE, MN	EA	1.000	0.000	14,445.0000	14,445.0000	14,445.00
TE-TRIP EDGE	EA	1.000	0.000	1,925.0000	1,925.0000	1,925.00
LHIVIZ FALLS SUPPLIED HI VIZ HOOKS	EA	1.000	0.000	2,315.0000	2,315.0000	2,315.00
LADAPT ADAPT/INSTALL FALLS SUPPLIED HI VIZ BLANKS TO FIT FALLS PLOW	EA	1.000	0.000	2,625.0000	2,625.0000	2,625.00
FRT TBD	EA	1.000	0.000	0.0000	0.0000	0.00

MN SALES TAX

0.00

LFCity SALES TAX

0.00

Thank you for your order.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	21,310.00	0.00	0.00	0.00	21,310.00
TOTAL DUE					21,310.00



RDO Equipment Co.
11030 Holly Lane N
Dayton, MN 55369
763-294-7800
Fax: 763-416-0097

Parts Manager: BP.Parts@rdoequipment.com
General Manager: BP.GenMgr@rdoequipment.com
www.rdoequipment.com

Ship to: N/A

Invoice to: CITY OF ANNANDALE
541 ASH STREET EAST
PO BOX K
ANNANDALE MN 55302

Branch

14 - DAYTON, MN

Date

11/08/2023

Time

9:00:20 (O)

Page

1

Account No.

3055001

Phone No.

3202743055

Estimate No.

006246

Ship Via

Purchase Order

Tax Exemption Number

GOVT

Federal ID Number

Salesperson

EMX

ESTIMATE EXPIRY DATE: 12/08/2023

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
Joe 763-238-6463					
AT442761	Door		1	2095.21	2095.21
AT327522	Door		1	860.05	860.05
AT369806	PLATFORM		1	1775.51	1775.51
AT369809	PLATFORM		1	2158.75	2158.75
AT369808	PLATFORM		1	1790.38	1790.38
Subtotal:					8679.90
TOTAL:					8679.90

Authorization: _____

This is not an Invoice. Do not pay from this parts quote.

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.