

## CITY OF ANNANDALE COUNCIL MEETING AGENDA

Meeting #4
Regular Meeting
City Council Chambers

March 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/89635594138?pwd=cWhwNXpwNTA5SE82cU9DQjhiNDE5UT09

Or Telephone: 309-205-3325

Webinar ID: 896 3559 4138

Passcode: 654800

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

- 2. APPROVAL OF MINUTES
- 3. VISITOR'S
- 4. PUBLIC HEARING
- 5. OPEN FORUM
- 6. CONSENT AGENDA
  - A. Approve Auditing Claims
  - B. Approve Departments Reports
  - C. Approve DT Beautification Grant- State Farm
  - D. Approve Resolution Accepting Donations
  - E. Approve Resolution Authorizing Submittal of Grant Application
  - F. Approve Revised Development Agreement- Preserve at Lake John
  - G. Approve Resignation of Eldred
  - H. Approve Assessment Agreement- Rachel Development
  - I. Approve Summer Internship
  - J. Approve Request to Post Sergeant Position
  - K. Approve Quote for Installation of Glass at City Hall

#### 7. REMOVED CONSENT ITEMS

#### 8. UNFINISHED BUSINESS- NONE

#### 9. NEW BUSINESS

- A. Resolution Providing the Issuance and Sale of GO Bonds, Series 2023A
- B. License Agreement for 10,000 Lakes Recreation for a Paddleboard Kiosk at Municipal Park
- C. Ordinance Amending Zoning Regulations
- D. Review Proposal for Sale of Land in Business Park

#### 10. MAYOR/COUNCIL REPORTS

#### 11. ADJOURNMENT

#### MINUTES ANNANDALE CITY COUNCIL January 31, 2023

**CALL TO ORDER/ROLL CALL**: The City Council of Annandale, Minnesota met for a special meeting on January 23, 2023 at 1:00 pm at the Annandale Council Chambers. Mayor Jonas called the meeting to order at 1:00 pm.

City Council Present: Jonas, Czycalla, Honsey, Wuollet. City Council members absent: Grundy Also, present were Administrator Hinnenkamp, Community Development Director Jacob Thunander.

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

#### **NEW BUSINESS**

**Discuss Purchase of Property- 20 Oak Avenue South**. Staff recommending the Council close the meeting pursuant to Mn Statute 13D to allow for the discussion of the purchase of property. Mayor Jonas closed the meeting at 1:05pm. Mayor Jonas reopened the meeting at 1:20pm. A motion was made by Czycalla and seconded by Honsey to direct staff to propose a purchase agreement with the parameters discussed during the closed session.

**Resolution 23-07 Approving Application- MN DEED Demolition Loan Program.** A motion was made by Wuollet and seconded by Czycalla to approve the Resolution 23-07 as presented. ROLL CALL: Ayes: Honsey, Czycalla, Wuollet Jonas. Nays: None. Absent: Grundy. Abstain: None. Resolution 23-07 adopted on a 4-aye, 0-nay, 1-absent, 0-abstain vote.

#### ADJOURNMENT:

Motion was made by Honsey and seconded by Wuollet to adjourn the meeting. The meeting was adjourned at 1:25pm.

	Shelly Jonas, Mayor	
ATTEST:		
Kelly Hinnenkamp, City Administrator		

## MINUTES ANNANDALE CITY COUNCIL February 13, 2023

**CALL TO ORDER/ROLL CALL**: The City Council of Annandale, Minnesota met for a regular meeting on February 13, 2023 at 6:30 p.m. at the City Hall Community Room. Mayor Jonas called the meeting to order at 6:30 p.m.

City Council Present: Jonas, Wuollet, Czycalla, Honsey, Grundy. City Council members absent: None. Also, present were Administrator Hinnenkamp, Public Works Director Haller, Police Chief Standafer, Fire Chief Townsend, Community Development Director Thunander, Steve Grundy, Wright County Public Health representatives, Mike Combs, Shannon Sweeney, and the Annandale Advocate.

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

All motions are approved unanimously unless otherwise noted.

**MINUTES:** A motion was made by Wuollet and seconded by Honsey to approve the minutes from January 9, 2023 as presented.

#### **VISITORS:**

**Wright County Public Health-** Gavin Woodland with Wright County Public Health provided information on Radon programs available to residents. No action was taken by Council.

**PUBLIC HEARINGS: None** 

**OPEN FORUM: None** 

#### **CONSENT AGENDA:**

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

- A. Approve Auditing Claims
- B. Approve Departments Reports
- C. Accept Park Commission Resignation
- D. DT Beautification Grant- Pro Nails
- E. Approve Extension of Final Plat- Willows of Annandale
- F. Special Events Running Tangents
- G. Set Local Board of Review Meeting
- H. Resolution 23-08 Accepting Navigator Grant
- I. Resolution 23-09 Purchasing Bobcat
- J. Temporary Utility Easement- Preserve at Lake John
- K. Approve Employment Anniversaries/Step Increases

#### **REMOVED CONSENT ITEMS:**

E. Special Events- Running Tangents- Standafer reviewed the Triathlon Proposal made by Mike Combs with Running Tangents. Council questioned the changes with the route and expressed concerns with the route. Honsey asked Combs if he had volunteers. Combs stated he didn't have a

plan for volunteers yet but knew that was necessary. He anticipates 40-50 volunteers the day of the event with others helping with the plan. Public Works Director Haller expressed concern with the potential that County Road 39 would be the detour route for the Hemlock project. Staff was going to meet with the City Engineer to discuss this and bring this item back to Council if a solution seemed viable.

A motion was made by Grundy and seconded by Wuollet to approve the Main Street Mile and Firecracker Run proposed by Running Tangents.

#### **UNFINISHED BUSINESS: NONE**

#### **NEW BUSINESS:**

Proposal from 10,000 Lakes Recreation for a Paddleboard Kiosk at Municipal Park- Steve Grundy presented the plan for a kiosk at the Municipal Park for Paddleboards. The Council reviewed the plan and asked Steve Grundy additional questions related to the operations of the kiosk. Staff explained if the Council was interested in the idea of the project, staff would work with the City Attorney to draft a license agreement that would come back to Council in March. A motion was made by Czycalla and second by Wuollet to direct staff to work with the City Attorney to draft a License Agreement. The motion was approved on a 4-0-1 vote with Grundy abstaining from the vote.

Revenue Bonds, Series 2023A- Financial Advisor Shannon Sweeney presented the action needed to pursue financing for the Lake John Utility Extension project. A motion was made by Grundy and seconded by Wuollet to approve Resolution 23-10 as presented. ROLL CALL: Ayes: Honsey, Czycalla, Wuollet, Grundy, Jonas. Nays: None. Absent: None. Abstain: None. Resolution 23-10 adopted on a 5-aye, 0-nay, 0-absent, 0-abstain vote.

**Resolution 23-11 Approving PFA Application for Water Tower Improvements-** A motion was made by Czycalla and seconded by Honsey to approve Resolution 23-11 Approving PFA Application. ROLL CALL: Ayes: Honsey, Czycalla, Wuollet, Grundy, Jonas. Nays: None. Absent: None. Abstain: None. Resolution 23-11 adopted on a 5-aye, 0-nay, 0-absent, 0-abstain vote.

**Review THC Draft Ordinance-** Staff updated Council on the THC Ordinance. No action was taken.

#### MAYOR/COUNCIL REPORTS:

Staff presented Annual Department Reports.

#### ADJOURNMENT:

Moved by Wuollet seconded by Honsey to adjourn. The meeting was adjourned.

Shelly Jonas, Mayor	
ATTEST:	
Kelly Hinnenkamp, City Administr	ator



## City Council Agenda

March 13, 2023

<b>Agenda Section:</b>	Consent	Agenda No.	6A
Report From:	Kelly Hinnenkamp, Admin	Agenda Item:	Auditing Claims
Core Strategy:			
☐ Inspire Commun	ity Engagement	☐ Provide P	roactive Leadership
			fe/Well Kept Community
	usiness Environment	Other: Co	ompliance
☐ Develop/Manage	e Strong Parks/Trails		
Background			
Attached is a copy of since the prior Country	f the Auditing Claims presented acil meeting.	l for approval for	all claims paid or to be paid
Recommended Ac	tion		
Approve Auditing C			
Typrove Auditing C	Jaims		
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	Voi
A R ENG	SH .							
4648	A R ENGH	222159	HVAC MAINTENANCE	02/16/2023	614.50	614.50	03/08/2023	
4648	A R ENGH	222212	BUILDING WATER LEAK	02/07/2023	275.00	275.00	02/15/2023	
To	tal A R ENGH:				889.50	889.50		
ALLINA	HEALTH SYSTEM							
100	ALLINA HEALTH SYSTEM	CI00032263	EMT COURSE	02/01/2023	2,100.00	2,100.00	02/24/2023	
100	ALLINA HEALTH SYSTEM	CI00032268	MEDICAL EDUCATION	02/01/2023	556.72	556.72	02/21/2023	
To	tal ALLINA HEALTH SYSTEM:				2,656.72	2,656.72		
ANNANI	DALE ADVOCATE							
180	ANNANDALE ADVOCATE	22823	SUMMARY BUDGET	02/28/2023	357.60	.00		
180	ANNANDALE ADVOCATE	22823	NOTICE OF PUBLIC HEARING	02/28/2023	55.00	.00		
180	ANNANDALE ADVOCATE	22823	JANUARY MINUTES	02/28/2023	203.50	.00		
То	tal ANNANDALE ADVOCATE:				616.10	.00		
ANNANI	DALE AREA CHAMBER OF							
190	ANNANDALE AREA CHAMBER	2023 EXPO	CITY EXPO BOOTH	03/07/2023	125.00	.00		
190	ANNANDALE AREA CHAMBER	2023 EXPO	FD - EXPO BOOTH	03/07/2023	125.00	.00		
190	ANNANDALE AREA CHAMBER	2023 EXPO	PD - EXPO BOOTH	03/07/2023	125.00	.00		
To	tal ANNANDALE AREA CHAMBER	OF:			375.00	.00		
ANNANI	DALE AUTO CARE, LLC							
188	ANNANDALE AUTO CARE, LLC	119476	BATTERY	01/26/2023	145.15	145.15	02/21/2023	
188	ANNANDALE AUTO CARE, LLC	119759	TIRES	02/20/2023	387.92	.00		
To	tal ANNANDALE AUTO CARE, LLC	:			533.07	145.15		
ANNANI	DALE PARTS SUPPLY							
192	ANNANDALE PARTS SUPPLY	127299323	TOOLS SMALL EQUIPMENT	01/03/2023	112.50	112.50	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127299481	PD SQUAD MAINTENANCE	01/05/2023	23.28	23.28	02/21/2023	
192	ANNANDALE PARTS SUPPLY	127299493	SUPPLIES	01/05/2023	39.87	39.87	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127299719	SUPPLIES	01/09/2023	10.49	10.49	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127299741	SUPPLIES	01/09/2023	104.28	104.28	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127299781	SUPPLIES	01/10/2023	2.58	2.58	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127299791	SUPPLIES	01/10/2023	87.09	87.09	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127299874	PARTS	01/11/2023	98.96	98.96	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127299929	PARTS	01/11/2023	9.87	9.87	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127300658	SUPPLIES	01/25/2023	58.00	58.00	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127300672	PARTS	01/25/2023	85.16	85.16	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127300685	PARTS	01/25/2023	13.49	13.49	02/15/2023	
192	ANNANDALE PARTS SUPPLY	127300725	PARTS	01/26/2023	35.77	35.77	03/08/2023	
192	ANNANDALE PARTS SUPPLY	127300793	PARTS	01/27/2023	14.59	14.59	03/08/2023	
192	ANNANDALE PARTS SUPPLY	127300893	SUPPLIES	01/30/2023	28.69	28.69	03/08/2023	
192	ANNANDALE PARTS SUPPLY	127301399	PARTS	02/07/2023	100.46	100.46	03/08/2023	
192	ANNANDALE PARTS SUPPLY	127301712	FILTERS	02/14/2023	14.10	14.10	03/08/2023	
		127301742					03/08/2023	

/endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voide
192	ANNANDALE PARTS SUPPLY	127301821	FILTERS	02/15/2023	31.49	31.49	03/08/2023	
192	ANNANDALE PARTS SUPPLY	127301860	FILTERS	02/16/2023	31.49	31.49	03/08/2023	
	ANNANDALE PARTS SUPPLY	127301906	PARTS	02/17/2023	14.69	14.69	03/08/2023	
192	ANNANDALE PARTS SUPPLY	127302201	SUPPLIES	02/22/2023	22.77	.00		
	ANNANDALE PARTS SUPPLY	127302267	PARTS	02/23/2023	7.39	.00		
To	otal ANNANDALE PARTS SUPPLY:				985.28	955.12		
ANNAN	DALE-MAPLE LAKE							
230	ANNANDALE-MAPLE LAKE	JAN23WWTP	JAN FLOW	02/15/2023	48,524.00	48,524.00	02/15/2023	
To	otal ANNANDALE-MAPLE LAKE:				48,524.00	48,524.00		
RAMA	RK UNIFORM SERVICES							
	ARAMARK UNIFORM SERVICES	2530101345	PW UNIFORMS	01/26/2023	60.07	60.07	02/15/2023	
	ARAMARK UNIFORM SERVICES	2530103853	SEWER UNIFORMS	02/02/2023	49.37	49.37	02/15/2023	
286	ARAMARK UNIFORM SERVICES	2530106563	SEWER UNIFORMS	02/09/2023	124.55	124.55	02/21/2023	
	ARAMARK UNIFORM SERVICES	2530109269	WATER UNIFORMS	02/16/2023	49.49	49.49	03/08/2023	
286	ARAMARK UNIFORM SERVICES	2530111763	PW UNIFORMS	02/23/2023	59.19	59.19	03/08/2023	
286	ARAMARK UNIFORM SERVICES	2530114397	SEWER UNIFORMS	03/02/2023	49.49	.00		
To	otal ARAMARK UNIFORM SERVICES	S:			392.16	342.67		
ADGE	R METER, INC.							
380	BADGER METER, INC.	80119679	BEACON HOSTING SERVICE-S	02/28/2023	46.41	.00		
380	BADGER METER, INC.	80119679	BEACON HOSTING SERVICE-W	02/28/2023	46.41	.00		
To	otal BADGER METER, INC.:				92.82	.00		
	RIES PLUS							
398	BATTERIES PLUS	P59562510	12V LEAD BATTERIES	02/03/2023	36.15	36.15	02/15/2023	
To	otal BATTERIES PLUS:				36.15	36.15		
	UND BAUMGARTNER KIMBALL &			00/04/0000	4 000 40	4 000 40	00/45/0000	
5194	BERGLUND BAUMGARTNER KI	JAN23 SRVCS	BBKG PROSECUTION SERVICE	02/04/2023	1,983.10	1,983.10	02/15/2023	
To	otal BERGLUND BAUMGARTNER KI	MBALL & GLASE	₹:		1,983.10	1,983.10		
	ROSS BLUE SHIELD OF MN							
5318	BLUE CROSS BLUE SHIELD OF	230301378184	INSURANCE	03/01/2023	65.22	65.22	03/08/2023	
					65.22	65.22		
To	otal BLUE CROSS BLUE SHIELD OF	MN:						
	otal BLUE CROSS BLUE SHIELD OF	· MN:						
lue Ea		<sup>2</sup> MN: 23-4119	CHEMICALS	01/30/2023	2,789.10	2,789.10	02/15/2023	
<b>lue Ea</b> 5173	rth Labs, LLC		CHEMICALS	01/30/2023	2,789.10	2,789.10	02/15/2023	
<b>lue Ea</b> 5173 To	r <b>th Labs, LLC</b> Blue Earth Labs, LLC		CHEMICALS	01/30/2023			02/15/2023	
lue Ea 5173 To	rth Labs, LLC Blue Earth Labs, LLC otal Blue Earth Labs, LLC:		CHEMICALS  2020 IMP PROJECT- PFA LOAN	01/30/2023			02/15/2023	
lue Ea 5173 To OLTOI 463	rth Labs, LLC Blue Earth Labs, LLC otal Blue Earth Labs, LLC:	23-4119			2,789.10	2,789.10	02/15/2023	
1ue Ea 5173 To OLTOI 463 463	rth Labs, LLC Blue Earth Labs, LLC  otal Blue Earth Labs, LLC:  N & MENK, INC  BOLTON & MENK, INC	23-4119	2020 IMP PROJECT- PFA LOAN	02/21/2023	2,789.10	2,789.10	02/15/2023	
To OLTOI 463 463 463	rth Labs, LLC Blue Earth Labs, LLC  otal Blue Earth Labs, LLC:  N & MENK, INC  BOLTON & MENK, INC  BOLTON & MENK, INC	23-4119 307208 307209 307210	2020 IMP PROJECT- PFA LOAN GENERAL	02/21/2023 02/21/2023	2,789.10 873.00 418.00 3,393.00	2,789.10	02/15/2023	
1ue Ea 5173 To OLTOI 463 463 463 463	rth Labs, LLC Blue Earth Labs, LLC  otal Blue Earth Labs, LLC:  N & MENK, INC  BOLTON & MENK, INC	23-4119 307208 307209 307210 307211	2020 IMP PROJECT- PFA LOAN GENERAL LAKE JOHN PLAT REVIEW	02/21/2023 02/21/2023 02/21/2023 02/21/2023	2,789.10 873.00 418.00	2,789.10 .00 .00	02/15/2023	
10e Ea 5173 To OLTOI 463 463 463 463	rth Labs, LLC Blue Earth Labs, LLC  otal Blue Earth Labs, LLC:  N & MENK, INC  BOLTON & MENK, INC  BOLTON & MENK, INC  BOLTON & MENK, INC	23-4119 307208 307209 307210	2020 IMP PROJECT- PFA LOAN GENERAL LAKE JOHN PLAT REVIEW PINTAIL PONDS APT- PLAT REVI	02/21/2023 02/21/2023 02/21/2023	2,789.10 873.00 418.00 3,393.00 2,325.00	.00 .00 .00 .00	02/15/2023	

endor/	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Void
	BOLTON & MENK, INC	307215	LAKE JOHN PROJECT- ADMIN	02/21/2023	12,341.25	.00		
463	BOLTON & MENK, INC	307217	WATER TOWER	02/21/2023	2,151.00	.00		
То	tal BOLTON & MENK, INC:				45,320.75	.00		
ARDM	EMBER SERVICE							
4743	CARDMEMBER SERVICE	FEBRUARY 20	MSFT * E0200LPO2Q MSBILL.IN	02/19/2023	318.91	318.91	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	HOLIDAY STATIONS 0119 SIREN	02/19/2023	38.24	38.24	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	KWIK TRIP 32900003293 SPOO	02/19/2023	54.77	54.77	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	MENARDS BUFFALO MN BUFFA	02/19/2023	150.84	150.84	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	FLEET FARM FUEL 3715 MONTI	02/19/2023	81.07	81.07	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	FLEET FARM 3700 MONTICELL	02/19/2023	142.07	142.07	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	PSN*MINNESOTA RWA MN 866-	02/19/2023	50.00	50.00	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	PSN*MINNESOTA RWA MN 866-	02/19/2023	275.00	275.00	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	NOR*NORTHERN TOOL 800-222	02/19/2023	387.97	387.97	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	MENARDS BUFFALO MN BUFFA	02/19/2023	263.41	263.41	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	PSN*MINNESOTA RWA MN 866-	02/19/2023	275.00	275.00	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	PSN*MINNESOTA RWA MN 866-	02/19/2023	150.00	150.00	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	DOLLAR GENERAL #14235 ANN	02/19/2023	16.11	16.11	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	MN POLLUTION CONTROL A 65	02/19/2023	55.00	55.00	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	MN POLLUTION CONTROL S 65	02/19/2023	1.18	1.18	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	BILLY DS CROOKED TAVER 320	02/19/2023	150.85	150.85	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	HOME DEPOT- 703-49450-403	02/19/2023	55.00	55.00	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	RURAL WATER- 703-49450-331	02/19/2023	1.18	1.18	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	ZOOM.US 888-799-9666 WWW.Z	02/19/2023	59.04	59.04	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	MICROSOFT*SUBSCRIPTION 4	02/19/2023	7.50	7.50	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	AMZN MKTP US*CA9VU8DC3 A	02/19/2023	25.98	25.98	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	AMZN MKTP US*H06912SN3 AM	02/19/2023	82.50	82.50	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	LABOR LAW CENTER 800-754-9	02/19/2023	47.83	47.83	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	AMZN MKTP US*XW68X2N63 A	02/19/2023	498.99	498.99	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	MENARDS MAPLE GROVE MN	02/19/2023	317.14	317.14	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	DOLLAR GENERAL #14235 ANN	02/19/2023	5.91	5.91	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	AMZN MKTP US*6M0I752P3 AM	02/19/2023	26.99	26.99	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	MENARDS MAPLE GROVE MN 7	02/19/2023	9.02	9.02	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	USPS PO 2603000302 ANNAND	02/19/2023	35.87	35.87	03/08/2023	
4743	CARDMEMBER SERVICE	FEBRUARY 20	AMAZON.COM*C464A3203 A AM	02/19/2023	179.99	179.99	03/08/2023	
	CARDMEMBER SERVICE	FEBRUARY 20	NAME BADGES 800-243-9	02/19/2023	100.01	100.01	03/08/2023	
	CARDMEMBER SERVICE	FEBRUARY 20	AMZN MKTP US*HE4K55LD1 AM	02/19/2023	64.95	64.95	03/08/2023	
	CARDMEMBER SERVICE	FEBRUARY 20	AMZN MKTP US*4X50584P3 AM	02/19/2023	23.98	23.98	03/08/2023	
	CARDMEMBER SERVICE	FEBRUARY 20	RECONYX BILLING@RE	02/19/2023	5.00	5.00	03/08/2023	
	CARDMEMBER SERVICE	FEBRUARY 20	AMZN MKTP US*R59XG0W73 A	02/19/2023	38.00	38.00	03/08/2023	
	CARDMEMBER SERVICE	FEBRUARY 20	SMARTSIGN 718-797-1	02/19/2023	253.19	253.19	03/08/2023	
	CARDMEMBER SERVICE	FEBRUARY 20	AMZN MKTP US*HE02G2CY1 A	02/19/2023	53.70	53.70	03/08/2023	
	CARDMEMBER SERVICE	FEBRUARY 20	AMZN MKTP US*H94YA2UZ2 AM	02/19/2023	61.19	61.19	03/08/2023	
	CARDMEMBER SERVICE	FEBRUARY 20	SPYTEC GPS INC. 877-212-7	02/19/2023	24.95		03/08/2023	
		FEBRUARY 20				24.95		
	CARDMEMBER SERVICE CARDMEMBER SERVICE	FEBRUARY 20 FEBRUARY 20	AMZN MKTP US*HE57D8T21 AM DOLLAR GENERAL #14235 ANN	02/19/2023 02/19/2023	31.86 11.81	31.86 11.81	03/08/2023 03/08/2023	
То	tal CARDMEMBER SERVICE:				4,432.00	4,432.00		
ENTER	R POINT ENERGY							
	CENTER POINT ENERGY	FEB23-240 PL	HOCKEY RINK	02/14/2023	196.61	196.61	03/08/2023	
	CENTER POINT ENERGY	FEB23-30 CED	CITY HALL	02/14/2023	1,072.67	1,072.67	03/08/2023	
	CENTER POINT ENERGY	FEB23-330 OA		02/14/2023	190.54	190.54	03/08/2023	
	CENTER POINT ENERGY	FEB23-340 PO		02/14/2023	1,397.44	1,397.44	03/08/2023	
				02/14/2023		163.56	03/08/2023	
2511	CENTER POINT ENERGY	FEB23-350 PO	OLD PW SHOP	02/14/2023	163.56	10.5 (0)	03/00/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voide
2511	CENTER POINT ENERGY	FEB23-551 PO	тс	02/14/2023	199.07	199.07	03/08/2023	
2511	CENTER POINT ENERGY	FEB23-74 OAK	74 OAK A3	02/14/2023	64.45	64.45	03/08/2023	
2511	CENTER POINT ENERGY	FEB23-74 OAK	74 OAK HSE	02/14/2023	228.07	228.07	03/08/2023	
To	otal CENTER POINT ENERGY:				5,199.04	5,199.04		
CENTR	A SOTA COOPERATIVE							
646	CENTRA SOTA COOPERATIVE	6114575	FUEL - PW	02/21/2023	894.97	.00		
646	CENTRA SOTA COOPERATIVE	6114575	FUEL - STREETS	02/21/2023	311.29	.00		
646	CENTRA SOTA COOPERATIVE	6114575	FUEL - PARKS	02/21/2023	311.29	.00		
646	CENTRA SOTA COOPERATIVE	6114575	FUEL - WATER	02/21/2023	214.01	.00		
646	CENTRA SOTA COOPERATIVE	6114575	FUEL - SEWER	02/21/2023	214.02	.00		
646	CENTRA SOTA COOPERATIVE	6114619	FUEL - PW	02/24/2023	602.80	.00		
646	CENTRA SOTA COOPERATIVE	6114619	FUEL - STREETS	02/24/2023	209.67	.00		
646	CENTRA SOTA COOPERATIVE	6114619	FUEL - PARKS	02/24/2023	209.67	.00		
646	CENTRA SOTA COOPERATIVE	6114619	FUEL - WATER	02/24/2023	144.15	.00		
646	CENTRA SOTA COOPERATIVE	6114619	FUEL - SEWER	02/24/2023	144.14	.00		
646	CENTRA SOTA COOPERATIVE	6311470	FUEL - PW	02/02/2023	777.37	777.37	02/15/2023	
646	CENTRA SOTA COOPERATIVE	6311470	FUEL - STREETS	02/02/2023	270.40	270.40	02/15/2023	
646	CENTRA SOTA COOPERATIVE	6311470	FUEL - PARKS	02/02/2023	270.40	270.40	02/15/2023	
646	CENTRA SOTA COOPERATIVE	6311470	FUEL - WATER	02/02/2023	185.90	185.90	02/15/2023	
646	CENTRA SOTA COOPERATIVE	6311470	FUEL - SEWER	02/02/2023	185.90	185.90	02/15/2023	
646	CENTRA SOTA COOPERATIVE	6311471	FUEL - PW	02/02/2023	509.71	509.71	02/15/2023	
646	CENTRA SOTA COOPERATIVE	6311471	FUEL - STREETS	02/02/2023	177.29	177.29	02/15/2023	
646	CENTRA SOTA COOPERATIVE	6311471	FUEL - PARKS	02/02/2023	177.28	177.28	02/15/2023	
646	CENTRA SOTA COOPERATIVE	6311471	FUEL - WATER	02/02/2023	121.89	121.89	02/15/2023	
	CENTRA SOTA COOPERATIVE	6311471	FUEL - SEWER	02/02/2023	121.89	121.89	02/15/2023	
To	otal CENTRA SOTA COOPERATIVE:				6,054.04	2,798.03		
CITY OI	F BUFFALO							
	CITY OF BUFFALO	01/31/23 BILL	MONTHLY NET MOTION	01/31/2023	20.00	20.00	02/15/2023	
	CITY OF BUFFALO	02/28/23 BILL	MONTHLY NET MOTION	02/28/2023	20.00	.00	02/10/2020	
To	otal CITY OF BUFFALO:				40.00	20.00		
CLASSI	C CLEANING COMPANY							
4889	CLASSIC CLEANING COMPANY	34379	TC	02/18/2023	230.00	.00		
	CLASSIC CLEANING COMPANY	34380	CITY HALL-	02/18/2023	673.75	.00		
4889	CLASSIC CLEANING COMPANY	34380	PD-	02/18/2023	147.00	.00		
	CLASSIC CLEANING COMPANY	34380	LIBRARY-	02/18/2023	404.25	.00		
	CLASSIC CLEANING COMPANY	34381	FD	02/18/2023	245.00	.00		
To	otal CLASSIC CLEANING COMPANY	:			1,700.00	.00		
COLON	IAL LIFE & ACCIDENT							
	COLONIAL LIFE & ACCIDENT	749242403014	INSURANCE	03/01/2023	474.70	474.70	03/08/2023	
To	otal COLONIAL LIFE & ACCIDENT:				474.70	474.70		
COMPA	SS MINERALS AMERICA							
4964	COMPASS MINERALS AMERICA	1126849	ROAD SALT	01/30/2023	6,850.98	6,850.98	02/24/2023	
	COMPASS MINERALS AMERICA	1129017	ROAD SALT	02/01/2023	2,139.76	2,139.76	02/24/2023	
To	otal COMPASS MINERALS AMERICA	<b>\</b> :			8,990.74	8,990.74		

/endor Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Void
ORE & MAIN LP							
2635 CORE & MAIN LP 2635 CORE & MAIN LP	S366554 S372932	REPAIR CLAMP REPAIR CLAMP	02/15/2023 02/15/2023	199.23 199.23	199.23 199.23	03/08/2023 03/08/2023	
Total CORE & MAIN LP:				398.46	398.46		
ORNER STONE FLOORING							
4973 CORNER STONE FLOORING	10856(2)	CARPET	02/05/2023	10,080.00	10,080.00	03/08/2023	
Total CORNER STONE FLOORING:				10,080.00	10,080.00		
OUNTRY REPAIR INC							
4945 COUNTRY REPAIR INC	1717	BUILDING GENERATOR REPAIR	01/04/2023	314.28	314.28	02/21/2023	
Total COUNTRY REPAIR INC:				314.28	314.28		
USTOM TOWING							
4839 CUSTOM TOWING	1285	TOW CHARGES PD	12/30/2022	384.00	384.00	02/21/2023	
Total CUSTOM TOWING:				384.00	384.00		
WP ENTERPRISES INC							
4769 CWP ENTERPRISES INC	10190	HYDRAULIC HOSE	01/27/2023	68.46	68.46	02/15/2023	
4769 CWP ENTERPRISES INC 4769 CWP ENTERPRISES INC	10290 10296	HYDROLIC COUPLER HYDRAULIC HOSE	02/23/2023 02/24/2023	105.51 32.86	.00		
Total CWP ENTERPRISES INC:				206.83	68.46		
AIRYLAND POWER COOPERATIVE							
5244 DAIRYLAND POWER COOPERA	INV00000349	MONTHLY BILLS- REFUSE 20%	03/06/2023	127.93	.00		
5244 DAIRYLAND POWER COOPERA	INV00000349	MONTHLY BILLS- SEWER 40%	03/06/2023	255.86	.00		
5244 DAIRYLAND POWER COOPERA	INV00000349	MONTHLY BILLS- WATER 40%	03/06/2023	255.86	.00		
Total DAIRYLAND POWER COOPERA	ATIVE:			639.65	.00		
AKOTA SUPPLY GROUP							
961 DAKOTA SUPPLY GROUP	S102459015.0	HYDRANT PARTS	01/25/2023	377.33	377.33	02/15/2023	
Total DAKOTA SUPPLY GROUP:				377.33	377.33		
ELTA DENTAL 4793 DELTA DENTAL	RIS000475129	INSURANCE	03/01/2023	1,621.32	1,621.32	03/08/2023	
	1110000473129	INCONANCE	03/01/2023			03/00/2023	
Total DELTA DENTAL:				1,621.32	1,621.32		
ARL F. ANDERSEN INC 170 EARL F. ANDERSEN INC	0131981-IN	SINAGE	02/15/2023	61.05	61.05	03/08/2023	
Total EARL F. ANDERSEN INC:				61.05	61.05		
.om Enter Maderalia IIIO.							
MERGENCY APPARATUS MAINT INC	1005:5	T40 DEDAIG	00/27/2			00/5 : 15	
1275 EMERGENCY APPARATUS MAI 1275 EMERGENCY APPARATUS MAI	126512 126621	T12 REPAIR E12 REPAIR	02/07/2023 02/07/2023	687.48 487.23	687.48 487.23	02/21/2023 02/21/2023	
Total EMERGENCY APPARATUS MAI	NT INC:			1,174.71	1,174.71		

/endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Void
ASTEN	IAL COMPANY							
1338	FASTENAL COMPANY	MNMON14251	PLOW BOLTS	02/02/2023	80.99	80.99	02/15/2023	
1338	FASTENAL COMPANY	MNMON14284	TOOLS	02/27/2023	512.18	.00		
1338	FASTENAL COMPANY	MNMON14294	TOOLS	03/03/2023	82.59	.00		
То	tal FASTENAL COMPANY:				675.76	80.99		
OPHE	R STATE ONE-CALL INC							
1630	GOPHER STATE ONE-CALL INC	3010183	LOCATES	01/31/2023	28.35	28.35	02/15/2023	
1630	GOPHER STATE ONE-CALL INC	3020037	LOCATES	02/28/2023	20.25	.00		
То	tal GOPHER STATE ONE-CALL INC	<b>&gt;</b> :			48.60	28.35		
RAING	BER INC, W W							
1660	GRAINGER INC, W W	9586452097	DOOR STOPS	01/25/2023	72.40	72.40	02/15/2023	
1660	GRAINGER INC, W W	9587750705	BALLASTS	01/26/2023	364.70	364.70	02/15/2023	
	GRAINGER INC, W W	9589614214	TOOLS	01/27/2023	114.06	114.06	02/15/2023	
	GRAINGER INC, W W	9595375628	BALLASTS	02/02/2023	48.16	48.16	02/15/2023	
	GRAINGER INC, W W	9603678617	CHAIR MAT	02/10/2023	886.76	886.76	02/21/2023	
1660	GRAINGER INC, W W	9625422457	PHOTO CELL	03/01/2023	52.44	.00		
То	tal GRAINGER INC, W W:				1,538.52	1,486.08		
wkin	IS, INC.							
1710	HAWKINS, INC.	6402613	CHEMICALS WTP	02/15/2023	40.00	40.00	02/21/2023	
1710	HAWKINS, INC.	6413331	CHEMICALS WTP	02/28/2023	4,608.23	.00		
То	otal HAWKINS, INC.:				4,648.23	40.00		
	JEFFREY	04.400	LIEBR QUOCTUOLISE INCTRU	00/44/0000	0.040.00	0.040.00	00/04/0000	
1/56	HERR, JEFFREY	21423	HERR - SHOOTHOUSE INSTRU	02/14/2023	2,040.00	2,040.00	02/24/2023	
То	tal HERR, JEFFREY:				2,040.00	2,040.00		
	IKAMP, KELLY HINNENKAMP, KELLY	2-24-23 REIMB	MILEAGE REIMB	02/24/2023	124.25	124.25	02/24/2023	
	·							
То	tal HINNENKAMP, KELLY:				124.25	124.25		
	TIVE OFFICE SOLUTIONS LLC INNOVATIVE OFFICE SOLUTION	INI400E216	DD CLIDDLIEC	02/12/2022	11 52	11 52	02/24/2022	
5296	INNOVATIVE OFFICE SOLUTION	IN4095316 IN4095316	PD SUPPLIES ADMIN SUPPLIES	02/13/2023	11.53 97.14	11.53 97.14	02/24/2023 02/24/2023	
	INNOVATIVE OFFICE SOLUTION	IN4095316 IN4096698	BATHROOM SUPPLIES	02/13/2023 02/14/2023	97.14 45.78	97.14 45.78	02/24/2023	
	INNOVATIVE OFFICE SOLUTION		PD SUPPLIES	02/24/2023	25.10	.00	J212-112023	
То	tal INNOVATIVE OFFICE SOLUTION	IS LLC:			179.55	154.45		
t'l Uni	on of Operating Eng, Local 49					<u> </u>		
5274	Int'l Union of Operating Eng, Local	JAN23 DUES	UNION DUES	02/03/2023	315.60	315.60	02/15/2023	
То	tal Int'l Union of Operating Eng, Loca	I 49:			315.60	315.60		
OVANO	DVICH, DEGE & ATHMANN PA							
	JOVANOVICH, DEGE & ATHMAN	25622	GENERAL	01/31/2023	202.50	202.50	02/24/2023	
4716	JOVANOVICH, DEGE & ATHMAN	25622	UNION	01/31/2023	270.00	270.00	02/24/2023	
		0=000	OFNEDAL D7	04/04/0000	110 50	440.50	00/04/0000	
	JOVANOVICH, DEGE & ATHMAN	25622	GENERAL PZ	01/31/2023	112.50	112.50	02/24/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
4716	JOVANOVICH, DEGE & ATHMAN	25622	PANDORA	01/31/2023	225.00	225.00	02/24/2023	
4716	JOVANOVICH, DEGE & ATHMAN	25702	GENERAL	02/28/2023	585.00	.00		
4716	JOVANOVICH, DEGE & ATHMAN	25702	BEECH LN VACATION	02/28/2023	67.50	.00		
4716	JOVANOVICH, DEGE & ATHMAN	25702	PANDORA	02/28/2023	315.00	.00		
4716	JOVANOVICH, DEGE & ATHMAN	25702	LAKE JOHN	02/28/2023	202.50	.00		
4716	JOVANOVICH, DEGE & ATHMAN	25702	DOWNTOWN	02/28/2023	112.50	.00		
То	otal JOVANOVICH, DEGE & ATHMAN	IN PA:			2,137.50	855.00		
KAZ HA	ARDWARE & RENTAL							
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	5.18	.00		
	KAZ HARDWARE & RENTAL	FEB2023	PARK SUPPLIES	02/28/2023	5.19	.00		
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	3.79	.00		
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	25.47	.00		
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	2.50	.00		
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	26.98	.00		
1990	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	2.99	.00		
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	15.98	.00		
1990	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	10.99	.00		
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	20.28	.00		
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	27.99	.00		
1990	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	5.99	.00		
1990	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	11.13	.00		
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	1.52	.00		
	KAZ HARDWARE & RENTAL	FEB2023	CITY HALL SUPPLIES	02/28/2023	3.49	.00		
	KAZ HARDWARE & RENTAL	FEB2023	FIRE SUPPLIES	02/28/2023	32.78	.00		
1990	KAZ HARDWARE & RENTAL	FEB2023	WATER SUPPLIES	02/28/2023	43.99	.00		
1990	KAZ HARDWARE & RENTAL	FEB2023	WW SUPPLIES	02/28/2023	5.49	.00		
1990	KAZ HARDWARE & RENTAL	FEB2023	PD SUPPLIES	02/28/2023	10.96	.00		
	KAZ HARDWARE & RENTAL KAZ HARDWARE & RENTAL	FEB2023	WW SUPPLIES	02/28/2023	27.99	.00		
1990	KAZ HARDWARE & RENTAL	FEB2023 FEB2023	PD SUPPLIES PW SUPPLIES	02/28/2023 02/28/2023	1.20 21.98	.00		
	KAZ HARDWARE & RENTAL	FEB2023	PW SUPPLIES	02/28/2023	21.90	.00		
	KAZ HARDWARE & RENTAL	FEB2023	PW SUPPLIES	02/28/2023	11.99	.00		
	KAZ HARDWARE & RENTAL	JAN2023	PD SUPPLIES	02/01/2023	9.99	9.99	02/24/2023	
	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	9.49	9.49	02/24/2023	
	KAZ HARDWARE & RENTAL	JAN2023	PD SUPPLIES	02/01/2023	2.99	2.99	02/24/2023	
	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	2.76	2.76	02/24/2023	
	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	10.40	10.40	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	19.49	19.49	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	32.99	32.99	02/24/2023	
	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	4.58	4.58	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	9.89	9.89	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	12.67	12.67	02/24/2023	
	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	16.56	16.56	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	1.95	1.95	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	2.19	2.19	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	34.59	34.59	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	8.59	8.59	02/24/2023	
	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	13.88	13.88	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	96.00	96.00	02/24/2023	
	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	9.58	9.58	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	14.68	14.68	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	1.98	1.98	02/24/2023	
		JAN2023	PW SUPPLIES	02/01/2023	33.37	33.37	02/24/2023	
1990	KAZ HARDWARE & RENTAL	JAN2023	PD SUPPLIES	02/01/2023	34.99	34.99	02/24/2023	
1330					4.78	4.78		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1990	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	1.15	1.15	02/24/2023	
1990	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	2.40	2.40	02/24/2023	
1990	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	3.29	3.29	02/24/2023	
1990	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	4.95	4.95	02/24/2023	
1990	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	.99	.99	02/24/2023	
1990	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	20.91	20.91	02/24/2023	
1990	KAZ HARDWARE & RENTAL	JAN2023	PW SUPPLIES	02/01/2023	4.99	4.99	02/24/2023	
To	otal KAZ HARDWARE & RENTAL:				774.41	427.07		
LAKE R	EGION CO-OP OIL ASSN							
2050	LAKE REGION CO-OP OIL ASSN	013123-ACCT0	MOTOR FUELS	01/31/2023	355.84	355.84	02/15/2023	
To	otal LAKE REGION CO-OP OIL ASSN	l:			355.84	355.84		
LASER	ETCH TECH LLC							
2076	LASER ETCH TECH LLC	5390	DRISTE PLAQUE	02/15/2023	125.00	125.00	02/15/2023	
To	otal LASER ETCH TECH LLC:				125.00	125.00		
	E OF MINNESOTA CITIES							
2100	LEAGUE OF MINNESOTA CITIE	376790	TRAINING- GRUNDY	02/10/2023	350.00	350.00	02/15/2023	
2100	LEAGUE OF MINNESOTA CITIE	376897	REGIONAL SAFETY GROUP	02/13/2023	1,554.00	1,554.00	03/08/2023	
To	otal LEAGUE OF MINNESOTA CITIES	3:			1,904.00	1,904.00		
LIMAN I	POST & BEAM							
2114	LIMAN POST & BEAM	2808	BUILDING MAINTENANCE	02/06/2023	240.56	240.56	03/08/2023	
To	otal LIMAN POST & BEAM:				240.56	240.56		
LITTLE	FALLS MACHINE INC							
2130	LITTLE FALLS MACHINE INC	367045	PLOW PARTS	02/08/2023	88.74	88.74	02/21/2023	
To	otal LITTLE FALLS MACHINE INC:				88.74	88.74		
LUDENI	IA LANDSCAPING, LLC							
2185	LUDENIA LANDSCAPING, LLC	1256	CRUSHED ROCK	02/20/2023	1,452.50	1,452.50	03/08/2023	
To	otal LUDENIA LANDSCAPING, LLC:				1,452.50	1,452.50		
	LAKE LUMBER COMPANY MAPLE LAKE LUMBER COMPAN	230026	LUMBER	01/31/2023	22.38	22.38	02/15/2023	
To	otal MAPLE LAKE LUMBER COMPAN	NY:			22.38	22.38		
MARES	EXCAVATING							
2272	MARES EXCAVATING	12323	WATER MAIN REPAIR	01/23/2023	750.00	750.00	02/15/2023	
Т	otal MARES EXCAVATING:				750.00	750.00		
10								
	T PLACE II							
MARKE	T PLACE II MARKET PLACE II	3223	WATER	03/02/2023	23.94	.00		
<b>MARKE</b> 2273		3223 3223	WATER POSTAGE	03/02/2023 03/02/2023	23.94 14.65	.00		
MARKE 2273 2273	MARKET PLACE II							
MARKE 2273 2273 2273	MARKET PLACE II MARKET PLACE II	3223	POSTAGE	03/02/2023	14.65	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voide
	MARKET PLACE II	3223	WATER/GATORADE- FIRE	03/02/2023	32.51	.00		
2273	MARKET PLACE II	3223	ADMIN WATER	03/02/2023	23.94	.00		
То	otal MARKET PLACE II:				187.12	.00		
METERI	ING & TECHNOLOGY SOLUTIONS							
	METERING & TECHNOLOGY SO		WATER METERS	03/06/2023	624.06	.00		
5080	METERING & TECHNOLOGY SO	INV1865	WATER METER	03/06/2023	318.06	.00		
То	otal METERING & TECHNOLOGY SC	DLUTIONS:			942.12	.00		
METRO	WEST INSPECTION SERVICES							
	METRO WEST INSPECTION SE	3564	PERMIT 21-01- 251 HARRISON	01/25/2023	25.00	25.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT PLAN REVIEW- 841 MO	01/25/2023	380.74	380.74	03/08/2023	
	METRO WEST INSPECTION SE	3564 3564	PERMIT 21-17- 41 OAK AVE	01/25/2023	133.65	133.65	03/08/2023	
	METRO WEST INSPECTION SE	3564 3564	PERMIT 21-18- 59 MAGNOLIA A	01/25/2023	25.00 163.35	25.00 163.35	03/08/2023 03/08/2023	
	METRO WEST INSPECTION SE METRO WEST INSPECTION SE	3564 3564	PERMIT 21-20- 35 OAK AVE PERMIT 21-24- 1020 ACACIA DR	01/25/2023 01/25/2023	163.35 170.78	163.35 170.78	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-24- 1020 ACACIA DR	01/25/2023	170.76	133.65	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-31- 96 HONEYSUCK	01/25/2023	25.00	25.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-38- 700 PARKSTE	01/25/2023	90.00	90.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 27-40- 320 DOUGLAS D	01/25/2023	25.00	25.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-43- 905 CARDINAL	01/25/2023	20.75	20.75	03/08/2023	
2375	METRO WEST INSPECTION SE	3564	PERMIT 21-44- 260 CANDLESTI	01/25/2023	25.00	25.00	03/08/2023	
2375	METRO WEST INSPECTION SE	3564	PERMIT 21-45- 200 KNOLLWOO	01/25/2023	25.00	25.00	03/08/2023	
2375	METRO WEST INSPECTION SE	3564	PERMIT 21-47- 540 CEDAR CR	01/25/2023	527.59	527.59	03/08/2023	
2375	METRO WEST INSPECTION SE	3564	PERMIT 21-50- 307 ASH STI	01/25/2023	25.00	25.00	03/08/2023	
2375	METRO WEST INSPECTION SE	3564	PERMIT 21-52- 225 TRILLIUMIN	01/25/2023	25.00	25.00	03/08/2023	
2375	METRO WEST INSPECTION SE	3564	PERMIT 21-55- 15 KNOLLWOOD	01/25/2023	25.00	25.00	03/08/2023	
2375	METRO WEST INSPECTION SE	3564	PERMIT 21-65- 150 POPLAR AV	01/25/2023	25.00	25.00	03/08/2023	
2375	METRO WEST INSPECTION SE	3564	PERMIT 21-67- 100 PLEASANT A	01/25/2023	25.00	25.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-69- 240 SPRUCE DR	01/25/2023	25.00	25.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-74- 320 CHERRY AV	01/25/2023	50.00	50.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-79- 700 PARK STE	01/25/2023	96.53	96.53	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-83- 291 DAISY DR	01/25/2023	50.00	50.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-86- 100 KENDELL AV	01/25/2023	25.00	25.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-91- 253 MYRTIEOR	01/25/2023	25.00	25.00	03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-95- 500 PARK ST	01/25/2023	51.98		03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-99- 621 BEECH CR	01/25/2023	25.00	25.00		
	METRO WEST INSPECTION SE	3564	PERMIT 21-102- 70 MAPLE AVE PERMIT 11-103- 395 PLEASANT	01/25/2023	50.00	50.00		
	METRO WEST INSPECTION SE METRO WEST INSPECTION SE	3564 3564	PERMIT 21-105- 370 BIG WOOD	01/25/2023 01/25/2023	25.00 25.00	25.00 25.00	03/08/2023 03/08/2023	
	METRO WEST INSPECTION SE	3564	PERMIT 21-105- 370 BIG WOOD PERMIT 21-106- 741 BEECH IN	01/25/2023	25.00	25.00		
	METRO WEST INSPECTION SE	3564	PERMIT 21-110- 93 OAK AVE	01/25/2023	35.48	35.48		
	METRO WEST INSPECTION SE	3609	PERMIT 21-110- 93 OAK AVE	02/27/2023	195.78	.00	00/00/2020	
	METRO WEST INSPECTION SE	3609	PERMIT 21-41- 540 ELM STE	02/27/2023	74.25	.00		
	METRO WEST INSPECTION SE	3609	PERMIT 21-46- 250 EXCELSIOR	02/27/2023	50.00	.00		
	METRO WEST INSPECTION SE	3609	PERMIT 21-54- 60 ELM STW	02/27/2023	170.78	.00		
	METRO WEST INSPECTION SE	3609	PERMIT 21-90- 219 ASH ST	02/27/2023	133.65	.00		
	METRO WEST INSPECTION SE	3609	PERMIT 22-0011- 1006 BAY CR	02/27/2023	158.65	.00		
	METRO WEST INSPECTION SE	3609	PERMIT 22-0049- 551 VALLEY D	02/27/2023	961.88	.00		
2375	METRO WEST INSPECTION SE	3609	PERMIT 22-0053- 660 IRWIN CR	02/27/2023	1,081.25	.00		
	METRO WEST INSPECTION SE	3609	PERMIT 22-0062- 650 IRWIN CR	02/27/2023	1,324.47	.00		
2375	METRO WEST INSPECTION SE	3609	PERMIT 22-0063- 630 IRWIN CR	02/27/2023	1,021.57	.00		
2375	METRO WEST INSPECTION SE	3609	PERMIT 22-0064- 670 IRWIN C	02/27/2023	1,021.57	.00		
2375	METRO WEST INSPECTION SE	3609	PERMIT 22-0142- 900 ELM ST E	02/27/2023	2,053.84	.00		
	METRO WEST INSPECTION SE	3609	PERMIT 22-0177- 350 COMMER	02/27/2023	45.43	.00		

Page: 10

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Void
2375	METRO WEST INSPECTION SE	3609	PERMIT 22-0178- 247 MYRTLE	02/27/2023	33.83	.00		
2375	METRO WEST INSPECTION SE	3609	PERMIT 22-0181- 900 ELM ST E	02/27/2023	198.13	.00		
2375	METRO WEST INSPECTION SE	3609	PERMIT 22-0189- 115 ELM ST W	02/27/2023	100.65	.00		
	METRO WEST INSPECTION SE	3609	PERMIT 22-0199- 240 LAKE DR	02/27/2023	25.00	.00		
	METRO WEST INSPECTION SE	3609	PERMIT 23-0013- 605 BEECH C	02/27/2023	50.00	.00		
To	otal METRO WEST INSPECTION SE	RVICES:			11,105.23	2,404.50		
IIDCOI	NTINENT COMMUNICATIONS							
5006	MIDCONTINENT COMMUNICATI	157013401132	FIRE	02/27/2023	164.63	164.63	03/08/2023	
5006	MIDCONTINENT COMMUNICATI	157013401132	CITY OFFICES	02/27/2023	226.66	226.66	03/08/2023	
5006	MIDCONTINENT COMMUNICATI	157013401132	APD	02/27/2023	121.66	121.66	03/08/2023	
5006	MIDCONTINENT COMMUNICATI	157013401132	DMV	02/27/2023	107.30	107.30	03/08/2023	
5006	MIDCONTINENT COMMUNICATI	157013401132	PW	02/27/2023	296.01	296.01	03/08/2023	
5006	MIDCONTINENT COMMUNICATI	157013401132	TC	02/27/2023	38.69	38.69	03/08/2023	
To	otal MIDCONTINENT COMMUNICAT	IONS:			954.95	954.95		
IIDWE	ST MACHINERY							
5116	MIDWEST MACHINERY	9490753	PARTS	02/15/2023	8.54	8.54	02/21/2023	
5116	MIDWEST MACHINERY	9500028	PARTS	03/01/2023	74.81	.00		
To	otal MIDWEST MACHINERY:				83.35	8.54		
IINNC	OR INDUSTRIES							
4925	MINNCOR INDUSTRIES	SOI-110054	MV TITLE SERVICE	02/16/2023	70.00	70.00	03/08/2023	
To	otal MINNCOR INDUSTRIES:				70.00	70.00		
IINNES	SOTA COMPUTER SYSTEMS INC							
2525	MINNESOTA COMPUTER SYST	364759	MONTHLY PAYMENT - PD PRIN	02/13/2023	34.08	34.08	02/21/2023	
2525	MINNESOTA COMPUTER SYST	364969	ADMIN COPIER	02/17/2023	70.00	70.00	03/08/2023	
2525	MINNESOTA COMPUTER SYST	364969	ADMIN COPIER OVERAGE	02/17/2023	160.46	160.46	03/08/2023	
2525	MINNESOTA COMPUTER SYST	364969	DMV COPIER OVERAGE	02/17/2023	245.56	245.56	03/08/2023	
2525	MINNESOTA COMPUTER SYST	364969	DMV COPIER	02/17/2023	40.00	40.00	03/08/2023	
2525	MINNESOTA COMPUTER SYST	366311	PW COPIER	03/06/2023	20.00	.00		
To	otal MINNESOTA COMPUTER SYST	EMS INC:			570.10	550.10		
	ED - BCD							
2572	MN DEED - BCD	MAR23	LOAN REPAYMENT - EA SWEEN	03/15/2023	1,607.15	1,607.15	03/08/2023	
To	otal MN DEED - BCD:				1,607.15	1,607.15		
IN DEF	PARTMENT OF HEALTH							
2576	MN DEPARTMENT OF HEALTH	2023 1ST QUA	1ST QTR. WATER CONNECTION	02/16/2023	2,714.00	2,714.00	02/24/2023	
To	otal MN DEPARTMENT OF HEALTH:				2,714.00	2,714.00		
IN DEF	PT. OF REVENUE							
2599	MN DEPT. OF REVENUE	JAN23	SALES TAX	02/16/2023	87.50	87.50	02/16/2023	
	MN DEPT. OF REVENUE	JAN23	SALES TAX	02/16/2023	40.71	40.71	02/16/2023	
2599	MIN DEI I. OI INEVERSE							
	MN DEPT. OF REVENUE	JAN23	SALES TAX	02/16/2023	71.91	71.91	02/16/2023	
2599	MN DEPT. OF REVENUE	JAN23 JAN23	SALES TAX SALES TAX	02/16/2023 02/16/2023	71.91 541.59	71.91 541.59	02/16/2023 02/16/2023	

endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vc
Total M	N DEPT. OF REVENUE:				1,970.00	1,970.00		
IN PEIP								
5068 MN	PEIP	1261852	INSURANCE	02/10/2023	19,553.24	19,553.24	02/15/2023	
Total M	N PEIP:				19,553.24	19,553.24		
IN STATE PA	ATROL-CMV SECTION							
4958 MN	STATE PATROL-CMV SECTI	021423	DOT STICKERS	02/14/2023	20.00	20.00	02/21/2023	
Total M	N STATE PATROL-CMV SECTI	ON:			20.00	20.00		
CPERS GR	OUP LIFE INS							
4752 NCF	PERS GROUP LIFE INS	994901032023	INSURANCE	02/01/2023	16.00	16.00	02/15/2023	
Total No	CPERS GROUP LIFE INS:				16.00	16.00		
ELSON ELE	ECTRIC MOTOR REPAIR							
2765 NEL	SON ELECTRIC MOTOR RE	2334	LIFT STATION REPAIR	02/07/2023	740.00	740.00	02/15/2023	
2765 NEL	SON ELECTRIC MOTOR RE	2348	LIFT STATION REPAIR	02/28/2023	4,039.00	.00		
Total Ni	ELSON ELECTRIC MOTOR RE	PAIR:			4,779.00	740.00		
EW LANE F	INANCE							
5185 NEV	V LANE FINANCE	71385-08/02/2	CITY HALL	02/10/2023	81.67	81.67	02/15/2023	
5185 NEV	V LANE FINANCE	71385-08/02/2	PD PHONE	02/10/2023	81.66	81.66	02/15/2023	
5185 NEV	V LANE FINANCE	71385-08/02/2	DMV PHONE	02/10/2023	81.67	81.67	02/15/2023	
Total NI	EW LANE FINANCE:				245.00	245.00		
ORTH STAF	R SIGNS & ENGRAVING							
5284 NOF	RTH STAR SIGNS & ENGRAV	25512	SIGNAGE	02/21/2023	40.00	.00		
Total No	ORTH STAR SIGNS & ENGRA	/ING:			40.00	.00		
ORTHWES	T ASSOC CONSULTANT INC							
2832 NOF	RTHWEST ASSOC CONSULT	26192	GENERAL	03/03/2023	580.50	.00		
Total No	ORTHWEST ASSOC CONSULT	ANT INC:			580.50	.00		
AMUELSON	I PEST CONTROL LLC							
4875 SAM	MUELSON PEST CONTROLL	17564	PEST CONTROL - CITY HALL	01/24/2023	275.00	275.00	02/15/2023	
Total SA	AMUELSON PEST CONTROL I	LC:			275.00	275.00		
HARETECH	l							
5331 SHA	RETECH	12695	ADMIN MONTHLY CONTRACT- 1	02/08/2023	191.10	191.10	02/15/2023	
5331 SHA	RETECH	12695	DMV MONTHLY CONTRACT- 15	02/08/2023	191.10	191.10	02/15/2023	
5331 SHA		12695	FD MONTHLY CONTRACT- 20%	02/08/2023	254.80	254.80	02/15/2023	
5331 SHA		12695	PD MONTHLY CONTRACT- 40%	02/08/2023	509.55	509.55	02/15/2023	
5331 SHA 5331 SHA		12695 12695	PW MONTHLY CONTRACT- 10% HUNTRESS	02/08/2023 02/08/2023	127.40 12.00	127.40 12.00	02/15/2023 02/15/2023	
	-							
Total CI	HARETECH:				1,285.95	1,285.95		

			Report dates. 2/14/2023-3/13/20	J23			IVIAI 09, 2023	00.10
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SHINGO	DBEE BUILDERS, INC.							
	SHINGOBEE BUILDERS, INC.	22034 APP02	CITY HALL PROJECT- PAY APP2	11/15/2022	2,292.53	2,292.53	02/24/2023	
	·				,			
	SHINGOBEE BUILDERS, INC.	22034 APP03	CITY HALL PROJECT- PAY APP3	12/15/2022	42,887.26	42,887.26	02/24/2023	
	SHINGOBEE BUILDERS, INC.	22034- PAY AP	CITY HALL PROJECT- PAY APP1	10/15/2022	836.00	836.00	02/24/2023	
4011	SHINGOBEE BUILDERS, INC.	22038 APP04	CITY HALL PROJECT- PAY APP4	02/15/2023	4,687.71	4,687.71	02/24/2023	
To	otal SHINGOBEE BUILDERS, INC.:				50,703.50	50,703.50		
SKOLD	SPECIALTY CONTRACTING LLC							
5349	SKOLD SPECIALTY CONTRACTI	228566-OCT22	DOOR HANDLE	10/24/2022	290.81	290.81	02/15/2023	
To	otal SKOLD SPECIALTY CONTRACT	ING LLC:			290.81	290.81		
SOS OF	FICE FURNITURE, LLC							
5271	SOS OFFICE FURNITURE, LLC	29125	WORK STATIONS	12/12/2022	11,977.95	11,977.95	03/08/2023	
5271	SOS OFFICE FURNITURE, LLC	29269	PD WORKSTATIONS	12/27/2022	3,195.50	3,195.50	03/08/2023	
5271	SOS OFFICE FURNITURE, LLC	29512	CHIEF DESK	02/02/2023	1,045.55	1,045.55	03/08/2023	
5271	SOS OFFICE FURNITURE, LLC	29603	LATERAL FILES- ADMIN OFFICE	02/16/2023	361.00	361.00	03/08/2023	
To	otal SOS OFFICE FURNITURE, LLC:				16,580.00	16,580.00		
STATE (	OF MN/DEPT PUBLIC SAFETY							
4092	STATE OF MN/DEPT PUBLIC SA	860150011202	HAZMAT FEE	02/28/2023	100.00	.00		
To	otal STATE OF MN/DEPT PUBLIC SA	AFETY:			100.00	.00		
SURPLI	US SERVICES							
4747	SURPLUS SERVICES	14037	SURPLUS SERVICE	01/30/2023	250.00	250.00	02/15/2023	
4747	SURPLUS SERVICES	14038	SURPLUS SERVICE	01/30/2023	250.00	250.00	02/15/2023	
4747	SURPLUS SERVICES	20040851	COUNCIL LAPTOPS	03/03/2023	350.00	.00		
To	otal SURPLUS SERVICES:				850.00	500.00		
TELEC	OM BROADBAND SOLUTIONS LLC	(TBSOA)						
5186	TELECOM BROADBAND SOLUT	3700	CITY PHONES	11/01/2022	99.55	99.55	02/15/2023	
5186	TELECOM BROADBAND SOLUT	3700	DMV PHONES	11/01/2022	99.55	99.55	02/15/2023	
	TELECOM BROADBAND SOLUT	3700	PD PHONES	11/01/2022	99.55	99.55	02/15/2023	
	TELECOM BROADBAND SOLUT		CITY PHONES	12/01/2022	99.55	99.55	02/15/2023	
	TELECOM BROADBAND SOLUT		DMV PHONES	12/01/2022	99.55	99.55	02/15/2023	
	TELECOM BROADBAND SOLUT		PD PHONES	12/01/2022	99.55	99.55	02/15/2023	
	TELECOM BROADBAND SOLUT		CITY PHONES	01/01/2023	99.55	99.55	02/15/2023	
				01/01/2023				
	TELECOM BROADBAND SOLUT	3702	DMV PHONES		99.55	99.55	02/15/2023	
	TELECOM BROADBAND SOLUT		PD PHONES	01/01/2023	99.55	99.55	02/15/2023	
	TELECOM BROADBAND SOLUT		CITY PHONES	02/01/2023	99.55	99.55	02/15/2023	
	TELECOM BROADBAND SOLUT TELECOM BROADBAND SOLUT		DMV PHONES PD PHONES	02/01/2023 02/01/2023	99.55 99.55	99.55 99.55	02/15/2023 02/15/2023	
				02/01/2020			02/10/2020	
IC	otal TELECOM BROADBAND SOLUT	HONG LLC (1030	n,		1,194.60	1,194.60		
	MY TRUCK/SNOWPLOWS PLUS TRICK MY TRUCK/SNOWPLOW	31679	PLOW PARTS	01/25/2023	352.19	352.19	02/15/2023	
To	otal TRICK MY TRUCK/SNOWPLOW	'S PLUS:			352.19	352.19		
rritec	H SOFTWARE SYSTEMS							
	TRITECH SOFTWARE SYSTEM	374326	ZUERCHER ANNUAL MAINTENA	02/02/2023	2,608.15	.00		

/endor 	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total TF	RITECH SOFTWARE SYSTEMS	S:			2,608.15	.00		
RUONG, JE	NNY							
	JONG, JENNY	21323	DT BEAUTIFICATION GRANT	02/13/2023	1,719.00	1,719.00	02/21/2023	
Total TF	RUONG, JENNY:				1,719.00	1,719.00		
	TES POSTAL SERVICE TED STATES POSTAL SERVI	2023 PO BOX	BOX RENT	03/03/2023	114.00	.00		
Total UN	NITED STATES POSTAL SERV	ICE:			114.00	.00		
TILITY CON	ISULTANTS INC							
	LITY CONSULTANTS INC LITY CONSULTANTS INC	115185 115412	COLIFORM- TESTING COLIFORM- TESTING	01/31/2023 02/28/2023	138.60 92.40	138.60 92.40	02/15/2023 03/08/2023	
Total UT	TILITY CONSULTANTS INC:				231.00	231.00		
ESSCO, INC	•							
4379 VES		90225	CHLORINE INJECTOR	02/27/2023	3,988.43	.00		
Total VE	ESSCO, INC.:				3,988.43	.00		
EX BANK								
5273 WEX	K BANK	87136020	FUEL	02/07/2023	132.89	132.89	02/15/2023	
5273 WEX	K BANK	87136110	PD FUEL	02/07/2023	1,083.84	1,083.84	02/15/2023	
5273 WEX	K BANK	87136119	MOTOR FUELS	02/07/2023	217.17	217.17	02/15/2023	
Total W	EX BANK:				1,433.90	1,433.90		
/INDSTREA	M							
4495 WIN		FEB23-LIFT	L/S PHONE	02/03/2023	259.28	259.28	02/15/2023	
4495 WIN	DSTREAM	FEB23-WATER	320-274-2793	02/03/2023	40.11	40.11	02/15/2023	
Total W	INDSTREAM:				299.39	299.39		
	RATE SERVICES INC AS PYMT CORPORATE SERVICES IN		DUMPSTED 74 OAK	03/03/2023	147.86	.00		
				03/03/2023				
Total W	M CORPORATE SERVICES IN	C AS PYMT AGE	NI:		147.86	.00		
	E INTEGRITY NETWORK							
	RKFORCE INTEGRITY NET RKFORCE INTEGRITY NET	dpw_7307 dpw_7424	DRUG SCREENING ANNUAL FEE DRUG SCREENIN	01/31/2023 02/17/2023	75.00 1,500.00	75.00 1,500.00	02/15/2023 03/08/2023	
Total W	ORKFORCE INTEGRITY NETV	WORK:			1,575.00	1,575.00		
	UNTY HIGHWAY DEPT							
RIGHT COL	GHT COUNTY HIGHWAY DE		DEICER DEICER	01/25/2023 02/23/2023	1,634.11 402.50	1,634.11 .00	02/24/2023	
4520 WRI	GHT COUNTY HIGHWAY DE	8634						
4520 WRI 4520 WRI	GHT COUNTY HIGHWAY DE				2,036.61	1,634.11		
4520 WRI 4520 WRI Total W	RIGHT COUNTY HIGHWAY DE				2,036.61	1,634.11		
4520 WRIGHT-HEN			L/S 1255 BUSINESS BLVD	02/10/2023	2,036.61	1,634.11	02/15/2023	

Page: 14 Mar 09, 2023 06:10PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voide
4548	WRIGHT-HENNEPIN COOPERA	35030259978	CITY HALL SECURITY	02/10/2023	20.95	20.95	02/15/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030259978	STREET LIGHTS	02/10/2023	162.52	162.52	02/15/2023	
To	tal WRIGHT-HENNEPIN COOPERA	TIVE:			226.76	226.76		
CEL E	NERGY							
4559	XCEL ENERGY	814374176	51-6464610-6	02/01/2023	135.47	135.47	02/15/2023	
4559	XCEL ENERGY	814546535	ACCT 51-6076585-1	02/02/2023	230.58	230.58	02/15/2023	
4559	XCEL ENERGY	814747611	51-6024519-2	02/03/2023	4,148.42	4,148.42	02/15/2023	
4559	XCEL ENERGY	814903704	ACCOUNT 51-6024518-1	02/06/2023	2,341.34	2,341.34	02/15/2023	
4559	XCEL ENERGY	816530287	51-6024519-2	02/16/2023	4,183.60	4,183.60	03/08/2023	
4559	XCEL ENERGY	816850684	51-4192659-4	02/21/2023	764.03	764.03	03/08/2023	
4559	XCEL ENERGY	816877576	51-6963392-9	02/21/2023	7.52	7.52	03/08/2023	
4559	XCEL ENERGY	816888523	51-6464610-6	02/21/2023	8.35	8.35	03/08/2023	
4559	XCEL ENERGY	817028041	51-4192659-4	02/22/2023	153.70	153.70	03/08/2023	
4559	XCEL ENERGY	817110033	ACCOUNT 51-6024518-1	02/22/2023	17.31	17.31	03/08/2023	
To	tal XCEL ENERGY:				11,990.32	11,990.32		
G	rand Totals:				308,268.79	226,416.67		

Dated:	
Mayor:	
	Shelly Jonas
ity 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

March 13, 2023

Agenda Section:	Consent	Agenda No.	6B
Report From:	Kelly Hinnenkamp, Admin	Agenda Item:	Department Reports
			roactive Leadership fe/Well Kept Community ompliance
Background			
The following Depar	rtment Reports are presented fo	or approval:	
<ul><li>Fire Departm</li><li>Financial Re</li></ul>	rtment Report for February nent Report for January and Fe port for January rt for February	bruary	
Recommended Ac	tion		
Approve Departmer	nt Reports		
Attachments:			
Reports			



# ANNANDALE POLICE DEPARTMENT MONTHLY REPORT Feb-23

TOTAL	February 2023	February	Current	2022	Percentage
ACTIVITY	Total	2022 Total	YTD Total	YTD Total	Change
CRIMINAL ACTIVITY	5	8	15	19	-21%
CITATIONS	45	34	78	68	15%
NON-CRIMINAL	128	174	264	343	-23%
GRAND TOTAL	178	216	357	430	

CRIMINAL ACTIVITY	February 2023	February	Current	2022	Percentage
	Total	2022 Total	YTD Total	YTD Total	Change
Homicide	0	0	0	0	N/A
Forcible Rape	0	0	0	0	N/A
Robbery	0	0	0	0	N/A
Assault	0	0	0	0	N/A
Domestic Assault	1	0	1	1	0%
Criminal Sex Conduct	0	2	0	2	-100%
Burglary	0	0	0	0	N/A
Theft	1	4	6	4	50%
Motor Vehicle Theft	0	0	0	0	N/A
Arson	0	0	0	0	N/A
Crime Against Admin	1	0	1	1	0%
Forgery/Counterfeit	0	0	1	1	0%
Fraud	0	0	0	1	-100%
Embezzlement	0	0	0	0	NA
Terroristic Threats	0	0	0	0	NA
Property Damage	0	0	2	3	-33%
Weapons	0	0	1	0	NA
Drug Offenses	0	1	0	2	-100%
Juvenile Offenses	0	0	0	1	-100%
DUI/DWI	0	1	1	1	0%
Liquor Laws	0	0	0	0	NA
Disturbing Peace	2	0	2	2	0%
All Others	0	0	0	0	NA
Total Criminal Activity	5	8	15	19	

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

NON-CRIMINAL	February 2023	February	Current	2022	Percentage
ACTIVITY	Total	2022 Total	YTD Total	YTD Total	Change
Alarms	10	7	15	24	-38%
Animal Bites	0	0	0	0	NA
Animal Complaints	0	5	2	9	-78%
Area Checks	0	0	2	0	NA
Assist Other Agencies	11	26	33	45	-27%
ATV/Snowmobile Complaints	0	0	0	1	-100%
Background Checks	4	6	7	12	-42%
CDP	0	0	0	0	NA
Check Welfare	6	9	11	18	-39%
Citizen Aid / Motorist Aid	5	9	13	25	-48%
Civil Disputes	3	6	7	11	-36%
Confidential Narcotics	0	3	0	3	-100%
Death, Non-Criminal	0	0	1	1	0%
Disorderly	1	2	1	4	-75%
Domestics	1	1	2	2	0%
Driving/Traffic Complaints	12	1	16	5	220%
Dumping/Littering	1	0	1	0	NA
Escorts - Funeral	1	2	1	4	-75%
Fight	0	0	0	0	NA
Fire Calls	0	3	1	3	-67%
Firearm Discharge	0	0	0	1	-100%
Fireworks	0	0	0	0	NA
Harassment Complaint	1	0	2	3	-33%
Juvenile/Mischief	0	1	5	2	150%
Lockouts - Vehicle	6	4	10	7	43%
Lost/Found Property	2	2	4	3	33%
Medical	26	27	48	53	-9%
Mental Health	3	3	4	6	-33%
Missing Person	0	1	0	1	-100%
MV Accidents / VOR	4	9	10	16	-38%
Noise Complaints	0	0	0	2	-100%
Parking Complaints	5	4	9	6	50%
Search Warrants	0	0	0	0	NA
School Related -SRO	4	14	5	20	-75%
Suicidal person	0	1	0	1	-100%
Suicide attempted	0	0	0	1	-100%
Suspicious Complaints	6	12	16	19	-16%
Theft	0	2	2	2	0%
Threats	0	2	1	2	-50%
Warrants-Attempt/Arrest	0	2	1	10	-90%
WCHS/MAARC Reports	5	6	9	11	-18%
All Others	11	4	25	10	150%
Total Non-Criminal	128	174	264	343	
CITATIONS &	February 2023	February	Current	2022	Percentage

WARNINGS	Total	2022 Total	YTD Total	YTD Total	Change
Admin Citations	7	1	9	19	-53%
State Citations	6	5	13	11	18%
Warning Citations	32	28	56	38	47%
TOTAL	45	34	78	68	

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

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

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

#### COMBINED CASH ACCOUNTS

001-10101	CASH	670,258.80
	<del></del>	·
001-10103	NORTHLAND SECURITIES	113,690.45
001-10104	ICD INVESTMENTS	1,100,554.45
001-10105	4M INVESTMENTS	40,443.35
001-10107	LAKE CENTRAL BANK CD	252,451.83
001-10108	LPL FINANCIAL INVESTMENTS	1,453,947.29
	TOTAL COMBINED CASH	3,631,346.17
	NON-ALLOCATED CASH	
001-10110	CASH - UTILITY CLEARING	( 1,911.05)
	TOTAL COMBINED CASH	3,629,435.12
001-10100	CASH ALLOCATED TO OTHER FUNDS	( 3,629,435.12)
	TOTAL UNALLOCATED CASH	.00.

#### CASH ALLOCATION RECONCILIATION

101	ALLOCATION TO GENERAL FUND		1,861,664.71
102	ALLOCATION TO DEPUTY REGISTRAR/MOTOR VEHICLE		283,873.91
103	ALLOCATION TO GENERAL FUND		35,799.21
222	ALLOCATION TO CHARITABLE GAMBLING FUND		11,920.41
330	ALLOCATION TO PFA BONDS-2004-WTP		13,300.45
332	ALLOCATION TO GO IMP BONDS 2008B (MAPLE)	(	42,458.13)
333	ALLOCATION TO GO IMP BONDS 2008A (CITY HALL)	(	5,476.98)
334	ALLOCATION TO PUMPER TRUCK BOND	(	17,322.09)
335	ALLOCATION TO GO IMP BDS 2011A/PFA (2011STR)	(	423.58)
336	ALLOCATION TO GO IMPR BOND 2011B-REFUNDING		18,091.73
337	ALLOCATION TO GO REFUNDING BOND 2012A	(	35,455.99)
338	ALLOCATION TO GO IMP BOND 2015		253.95
339	ALLOCATION TO TIF #14 - 2019 A SERIES		17,582.06
340	ALLOCATION TO GO REFUNDING BOND 2019B		110,365.59
341	ALLOCATION TO GO TEMPORARY IMP BOND 2020A	(	546,170.09)
342	ALLOCATION TO GO IMPROVEMENT BOND 2020B		125,383.44
343	ALLOCATION TO GO EQUIPMENT BOND 2022A		593,371.60
402	ALLOCATION TO FIREFIGHTER RELIEF DONATIONS		110,066.25
407	ALLOCATION TO ECONOMIC DEVELOPMENT FUND	(	275,567.99)
408	ALLOCATION TO MIF FUND		18,831.65
409	ALLOCATION TO SMALL CITIES DEV PROGRAM		28,293.24
411	ALLOCATION TO TIF #6 - COTTAGES OF ANNANDALE		13,152.05
423	ALLOCATION TO TIF DISTRICT # - DINGMANN	(	8,353.33)
425	ALLOCATION TO RECREATION PARK		33,234.68
460	ALLOCATION TO PARK FUND		68,287.93
461	ALLOCATION TO WATER EXPANSION FUND		358,756.38
462	ALLOCATION TO SEWER EXPANSION FUND		234,614.59
463	ALLOCATION TO STORMWATER FUND		3,121.19
464	ALLOCATION TO LIONS DONATION FUND		287,553.41
465	ALLOCATION TO TIF DISTRICT #14 - PINTAIL APT		49,094.76
466	ALLOCATION TO 2020 IMP PROJECT		56,023.97

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

468	ALLOCATION TO TIF DISTRICT #15 - CARE CENTER	(	205.84)
469	ALLOCATION TO AMERICAN RESCUE PLAN		386,120.26
470	ALLOCATION TO FUND 470	(	543,814.79)
471	ALLOCATION TO LAKE JOHN UTILITY EXTENSION	(	26,354.96)
472	ALLOCATION TO HWY 55 IMPROVEMENTS	(	52,307.07)
493	ALLOCATION TO STREET MAINTENANCE CAPITAL		143,334.45
494	ALLOCATION TO STREET CAPITAL OUTLAY FUND		135,646.59
495	ALLOCATION TO PUBLIC WORKS/STREET EQUIP FUND		204,243.54
496	ALLOCATION TO FIRE EQUIPMENT FUND	(	498,119.83)
497	ALLOCATION TO POLICE EQUIPMENT FUND	(	13,528.36)
498	ALLOCATION TO BUILDING CAPITAL OUTLAY FUND		247,224.87
601	ALLOCATION TO WATER FUND		340,567.33
602	ALLOCATION TO SEWER FUND		141,455.02
603	ALLOCATION TO REFUSE/RECYCLING FUND		29,912.21
604	ALLOCATION TO TRAINING CENTER OPERATIONS	(	230,902.81)
605	ALLOCATION TO STORM UTILITY FUND		7,750.18
651	ALLOCATION TO CEMETERY FUND	(	28,513.95)
703	ALLOCATION TO WASTE WATER COMMISSION	(	6,994.65)
	TOTAL ALLOCATIONS TO OTHER FUNDS		3,636,921.17
	ALLOCATION FROM COMBINED CASH FUND - 001-10100	(	3,629,435.12)
	ZERO PROOF IF ALLOCATIONS BALANCE		7,486.05

#### **CITY OF ANNANDALE**

SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2023

#### **FUND 101 - GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	
REVENUE						
TAXES	43,553.20	43,553.20	1,505,315.00	( 1,461,761.80)	2.89	
LICENSES & PERMITS	1,901.25	1,901.25	77,850.00	( 75,948.75)	2.44	
INTERGOVERNMENTAL REVENUES	.00	.00	659,003.00	( 659,003.00)	.00	
PUBLIC CHARGES FOR SERVICE	70.00	70.00	275,565.00	( 275,495.00)	.03	
FINES & FORFEITURES	516.61	516.61	12,200.00	( 11,683.39)	4.23	
MISCELLANEOUS REVENUE	6,326.88	6,326.88	43,000.00	( 36,673.12)	14.71	
OTHER FINANCING SOURCES	.00.	.00	30,000.00	( 30,000.00)	.00	
TOTAL FUND REVENUE	52,367.94	52,367.94	2,602,933.00	( 2,550,565.06)	2.01	
EXPENDITURES						
LEGISLATIVE	3,071.22	3,071.22	42,829.25	39,758.03	7.17	
ELECTIONS	.00	.00	525.00	525.00	.00	
PLANNING AND ZONING	172.25	172.25	6,402.25	6,230.00	2.69	
ADMINISTRATION	21,962.26	21,962.26	297,747.99	275,785.73	7.38	
ASSESSOR	.00	.00	24,250.00	24,250.00	.00	
DEPARTMENT 416	.00	.00	.00	.00	.00	
DEPUTY REGISTRAR	.00	.00	.00	.00	.00	
CITY HALL	3,298.49	3,298.49	56,610.57	53,312.08	5.83	
DEPARTMENT 420	.00	.00	.00	.00	.00	
POLICE	54,510.26	54,510.26	825,600.63	771,090.37	6.60	
FIRE	14,771.83	14,771.83	247,114.07	232,342.24	5.98	
BUILDING INSPECTOR	4,922.50	4,922.50	70,922.10	65,999.60	6.94	
CIVIL DEFENSE	.00	.00	400.00	400.00	.00	
ANIMAL CONTROL	.00	.00	550.00	550.00	.00	
PUBLIC WORKS	21,735.78	21,735.78	213,288.14	191,552.36	10.19	
STREETS	27,520.83	27,520.83	272,921.65	245,400.82	10.19	
DEPARTMENT 441	.00	.00	.00	.00	.00	
PARKS COMMISSION	209.93	209.93	3,512.23	3,302.30	5.98	
PARKS COMMINISSION PARKS	5,013.87	5,013.87	140,920.85	135,906.98	3.56	
LIBRARY	1,006.47	1,006.47	18,448.57	17,442.10	5.46	
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	158,195.69	158,195.69	2,615,133.30	2,456,937.61	6.05	
NET REVENUE OVER EXPENDITURES	( 105,827.75)	( 105,827.75)	( 12,200.30)	( 93,627.45)	( 867.42)	

Jan-23

PURCHASE DATE	BROKER	INVESTMENT	CUSIP#		INT RATE	TERM	MATURITY DATE	cos	T BASIS VALUE		NT PERIOD		YEAR PAID
MONEY MARKET	BROKER	INVESTIMENT	COSIF#		INTRATE	TERIVI	WATORITY DATE	COS	OI BASIS VALUE	PAID	EARIVINGS	EARI	IINGS
IVIONET IVIANNET													
	ICD				0.40%			Ś	5,934.68	Ś	3,808.09	Ś	3,808.09
	LAKE CENTRAL CHECKING				0.50%			\$	669,342.26		916.54		916.54
	NORTHLAND SECURITIES				VARIES			\$	1,050.32		3.13		3.13
	LPL Financial				VARIES			\$	2,437.00	\$	11.26	\$	11.26
	Lake Central CD				4.00%			\$	2,229.32	\$	222.51	\$	222.51
	4M FUND	Dividend Reinvest-average monthly rate 2.29%			VARIES	LIQUID	N/A	\$	37,543.63	\$	133.11	\$	142.95
	4M PLUS FUND	Dividend Reinvest -average montly rate 2.248%			VARIES	LIQUID	N/A	\$	2,756.77	\$	9.84	\$	-
					(TOTAL	4M PLUS)		\$	40,300.40	\$	142.95		
						V	Noney Market Total	\$	721,293.98	Ş	5,104.48	\$	5,104.48
SHORT, MID & LONG	TERM INVESTMENTS												
PURCHASE DATE	BROKER	INVESTMENT	CUSIP#	l	INT RATE	TERM	MATURITY DATE		Cost Basis				
10/20/2	2022 NORTHLAND SECURITIES	Bank Hapoalium, B M New York		06251A-4V-9	4.75%	18 mos	5/6/2024		111,000.00				
	Lake Central Bank CD	Annandale, MN				12 mos		\$	250,000.00				
	1022 ICD	Ally Bank Midvale, UT		02007GWW9	3.35%	24 mos	7/28/2025		200,000.00				
10/28/2		Synchrony Bank, Draper, UT		87164WF29	0.50%	24 mos	11/6/2023		114,000.00				
• •	1020 ICD	BMO Harris, Chicago, IL		05600XAN0	0.55%	4 yrs	7/29/2024		250,000.00				
	1020 ICD	EnerBank, Salt Lake City		29278TQK9	0.30%	3 yrs	7/24/2023		155,000.00				
6/24/2	1021 ICD	Texas Exchange Bank, Crowley TX		88241TLK4	0.50%	3 yrs	7/9/2024		101,000.00				
	1021 ICD	BMW Bank of Amer, Salt Lake City, UT		05580AZD9	0.45%	3 yrs	3/26/2024		178,000.00				
12/27/2	1021 ICD	State Bank of India, New York, NY		856285B59	1.40%	5 yrs	12/30/2026		101,000.00				
12/22/2	2022 LPL Financial	Ally Bank, MidVale, UT		02007GQA4	2.65%		4/29/2024		245,349.04				
12/22/2	2022 LPL Financial	Barclays Bank DE, DE		06740KRG4	4.90%		11/18/2024		253,871.03				
12/22/2	2022 LPL Financial	Beal Bank USA, Las Vegas, NV		07371DNH6	4.45%		7/5/2023		250,005.00				
12/22/2	2022 LPL Financial	Capital One NA, Mclean, VA		14042RSH5	3.30%		7/1/2024		100,044.44				
	2022 LPL Financial	Manufacturers & Traders, Buffalo, NY		564759RK6	4.85%		6/17/2024		251,711.13				
• •	2022 LPL Financial	PNC Bank NA, Wilmington, DE		69355NBZ7	4.50%		12/28/2023		175,005.00				
12/22/2	2022 LPL Financial	Wells Fargo Bank NA, Sioux Falls, SD		9497634U7	4.70%		12/22/2023	\$	175,513.39				
						li .	nvestments Total	\$	2,911,499.03				
						MM & Inve	stments Total	\$	3,632,793.01				
					-		nterest	\$	5,104.48				
Total							otal	Ś	3,637,897.49				
I Otal							Otal	Ų	3,037,037.49				

#### Annandale Fire Department

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

#### Alarm Date Between {02/01/2023} And {02/28/2023}

Incident Type	Count	Percent
3 Rescue & Emergency Medical Service Incident		
311 Medical assist, assist EMS crew	12	70.58 %
	12	70.58 %
	3	
4 Hazardous Condition (No Fire)		
Gas leak (natural gas or LPG)	1	. 5.88 %
	1	5.88 %
6 Good Intent Call		
Dispatched & cancelled en route	2	11.76 %
	2	11.76 %
7 False Alarm & False Call		
736 CO detector activation due to malfunction	1	5.88 %
743 Smoke detector activation, no fire - unintentional	1	5.88 %
	2	11.76 %

Total Incident Count:

17

#### Annandale Fire Department

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

#### Alarm Date Between {01/01/2023} And {01/31/2023}

Incident Type	Count	Percent
1 Fire		
111 Building fire	1	3.84 %
	1	3.84 %
(4)	έ.	
Rescue & Emergency Medical Service Incident		
Medical assist, assist EMS crew	17	.65.38 %
EMS call, excluding vehicle accident with injury	1.	3.84 %
	18	69.23 %
Good Intent Call		
Dispatched & cancelled en route	6	23.07 %
	6	23.07 %
7 False Alarm & False Call		
736 CO detector activation due to malfunction	1	3.84 %
	1	3.84 %

Total Incident Count:

26

#### **DMV Annual Revenue Summary**

	2020			2021			2022				2023						
		Motor \	/ehi	cle		Motor Vehicle			Motor Vehicle					Motor	Vehi	icle	
	N	/lonthly	Cu	ımulative		N	lonthly	Cı	umulative	V	lonthly	Cu	mulative		Monthly	Cu	mulative
Jan	\$	24,253	\$	24,253		\$	17,265	\$	17,265	\$	20,614	\$	20,614	ç	20,110	\$	20,110
Feb	\$	20,464	\$	44,717		\$	22,133	\$	39,398	\$	22,571	\$	43,185	Ş	23,144	\$	43,254
Mar	\$	13,553	\$	58,270		\$	21,456	\$	60,854	\$	18,214	\$	61,399			\$	43,254
April	\$	5,773	\$	64,043		\$	21,120	\$	81,974	\$	16,468	\$	77,867			\$	43,254
May	\$	9,976	\$	74,019		\$	17,199	\$	99,173	\$	15,647	\$	93,514			\$	43,254
June	\$	14,054	\$	88,073		\$	15,978	\$	115,151	\$	14,847	\$	108,361			\$	43,254
July	\$	14,428	\$	102,501		\$	15,422	\$	130,573	\$	14,857	\$	123,218			\$	43,254
Aug	\$	11,275	\$	113,776		\$	13,809	\$	144,382	\$	13,258	\$	136,476			\$	43,254
Sept	\$	10,996	\$	124,772		\$	13,443	\$	157,825	\$	12,300	\$	148,776			\$	43,254
Oct	\$	10,021	\$	134,793		\$	12,706	\$	170,531	\$	12,475	\$	161,251			\$	43,254
Nov	\$	7,328	\$	142,121		\$	12,755	\$	183,286	\$	12,715	\$	173,966			\$	43,254
Dec	\$	16,619	\$	158,740		\$	14,420	\$	197,706	\$	14,827	\$	188,793			\$	43,254
	DNR Transactions				DNR Transactions			DNR Transactions			DNR Transactions						
	N	/lonthly	Cu	ımulative		N	lonthly	Cı	umulative	N	lonthly	Cu	mulative		Monthly	Cu	mulative
Jan	\$	2,382	\$	2,382		\$	2,314	\$	2,314	\$	1,572	\$	1,572	Ş	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			\$	3,194
April	\$	357	\$	6,356		\$	2,860	\$	7,772	\$	1,667	\$	6,864			\$	3,194
May	\$	1,674	\$	8,130		\$	2,747	\$	10,519	\$	2,494	\$	9,358			\$	3,194
June	\$	1,774	\$	9,937		\$	1,827	\$	12,346	\$	2,029	\$	11,387			\$	3,194
Jule	\$	1,807	\$	10,747		\$	1,891	\$	14,237	\$	1,703	\$	13,090			\$	3,194
Aug	\$	810	\$	11,634		\$	860	\$	15,097	\$	796	\$	13,886			\$	3,194
Sept	\$	887	\$	12,311		\$	1,001	\$	16,098	\$	977	\$	14,863			\$	3,194
Oct	\$	677	\$	12,670		\$	587	\$	16,685	\$	496	\$	15,359			\$	3,194
Nov	\$	359	\$	14,130		\$	557	\$	17,242	\$	653	\$	16,012			\$	3,194
Dec	\$	1,460	\$	14,130		\$	1,510	\$	18,752	\$	3,436	\$	19,448			\$	3,194
		DL Trans	acti	ons			DL Tran	sact	tions		DL Tran	sact	ions		DL Tran	sacti	ions
			\$	1,304													
Total			\$	174,174	:			\$	216,458			\$	208,241			\$	46,448



#### City Council Agenda

February 13, 2023

Agenda Section: Consent	<b>Agenda No.</b> 6C						
Report From: Administration	<b>Agenda Item:</b> Downtown Beautification Grant Request: David Burd, State Farm Insurance						
Core Strategy:							
☐ Inspire Community Engagement	☐ Provide Proactive Leadership						
☐ Increase Operational Effectiveness	☑ Ensure Safe/Well Kept Community						
☑ Enhance Local Business Environment	☐ Other:						
☐ Develop/Manage Strong Parks/Trails							

#### Background

David Burd, State Farm Insurance Agency (10 Oak Avenue S) has applied to the City's Downtown Beautification Program to assist with the cost of purchasing and installing a new custom glass front door.

The grant covers 50 percent or \$5,000 of eligible costs, whichever is lower. The applicant has been working with East Side Glass, St. Cloud and Lindquist Handyman Service, LLC, Annandale. The quoted price is \$6,875 for the new door and installation and \$1,200 for removing and deposing of existing door and preparing the new frame. The total estimated cost of the project is \$8,075 with the applicant requesting an amount not to exceed \$4,000 (50 percent match).

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

Pending approval, Council has approved 22 projects in the downtown totaling \$86,358.43.

#### **Recommended Action**

Staff recommend approving the request not to exceed \$4,000. If approved, staff will work with the applicant to file all appropriate documents with the City and County.

#### **Attachments:**

State Farm Grant Application Request



# CITY OF ANNANDALE DOWNTOWN BEAUTIFICATION PROGRAM GUIDELINES

#### 1. PURPOSE

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

#### 2. POLICY STATEMENT

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

#### 3. PROJECT ELIGIBILITY

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

#### 4. LOAN AMOUNT

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

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

#### 5. REGULATIONS FOR IMPROVEMENTS

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

#### 6. LOAN SECURITY AND GUARANTEES

- 6.1 Applicant must be able to secure the loan with a subordinated mortgage on the property to be improved. Other forms of guarantee may be considered at the discretion of the City Council.
- 6.2 The applicant must demonstrate that the building to be improved is insured for its full replacement cost.

#### 7. TIMING OF PROJECT EXPENSES

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

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

#### 8.1 Application and Review

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

#### 8.2 Project Review:

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

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

#### 9. ORIGINATION

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

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

# CITY OF ANNANDALE DOWNTOWN BEAUTIFICATION PROGRAM APPLICATION

APPLICANT David Burd, State Farm Insurance Agency
ADDRESS 10 Oak Ave South
CITY Annudale STATE MN ZIP 55302
CONTACT PERSON(s)
BUSINESS PHONE 320 274-3185 HOME PHONE
AMOUNT REQUESTED 4 2/,000 . 00
**************************************
<ol> <li>Describe Project (including when it will be started and completed &amp; estimated number of construction or other jobs that will be created). Attach additional sheets as needed:</li> </ol>
Remove and replace front, street side, entry door.
The new door will be an exterior commercial duminum
door with a dark branze andized finish. It will
blend well with the existing windows and will be
ecsier for our customers to use Convert door very
hewy and in sough shape). The progect will start as soon as
approved, but it's a custom door, so probably 4-8 weeks. One day
2. Purpose of Loan (Describe which portions of the project program funds will be used for):
I am also re-surfacing my roof and replacing my
I am also re-surfacing my roof and replacing my old water heater and boiler. The downtown beautification
lown will be used only for the Front entry down
it's removal, and new finishing work. The down
estimated at \$6,875 and the removal Fold door,
prep work for new door, & Fhishing work estimate 13 \$ 1,200.

4.	Cost o	of Projec	t:		
	A) B) C)	Other	t Costs (attach plans & co (attach description) (attach description)	ests)	\$ 6,875.00 \$ 1,200.00
		TOTAL	COSTS		\$8,075.00
5.	Propos	sed Fina	ncing:		
SOUR	RCE		NAME	<b>TERMS</b>	AMOUNT
B) Cas C) Oth	nk Loan sh (Equit ner s Loan	ty)	Self City		\$\$ \$\$ \$\$
TOTAL	L FINAN	ICING			\$
6. Atta	ach and i	include	the following:		
	A)	Letter propos	of commitment from appli sed project duration.	cant pledging to co	emplete during the
	B)	Letter conditio	of commitment from the	ne other sources project.	of financing, stating terms and
	C)	A com	olete legal description of t	he property and Co	ounty Parcel I.D.#.
agree	ertify tha	it all info We auth	rmation provided in this a orize the City of Annand additional information as	application is true a	and correct to the best of my/our cial and other information. I/We ed by the City of Annandale to
	3/7	,			
Applica	nt Name	Dav	id Burd, K	DC 18	
	By				

# **CHECKLIST**

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

SIGNATURE C GUL

DATE\_\_\_3/7/23

St. Cloud, MN 56304 Phone: (320)251-1900

Fax: (320)251-9471

www.eastsideglass-mn.com

**Quote: 57175** 

Date: 12/14/2022

#### Customer

STATE FARM INSURANCE 10 OAK AVE S **ANNANDALE MN 55302** 

Csr:ANDY F

Tech:

PO MAIN ENTRY

Terms:C.O.D

### Qty Part / Description

1 COMMERCIAL - PROJECT AS QUOTED FURNISH AND INSTALL (1) NEW EXTERIOR COMMERCIAL ALUMINUM ENTRY.

ENTRY INCULDES: (DARK BRONZE ANODIZED FINISH)

FRAMING =  $2'' \times 4-1/2''$ 

ROUGH FRAME SIZE = 42-5/8" X 119"

TRANSOM FRAME W/ STANDARD HEIGHT DOOR LEAF

CUSTOM WIDTH DOOR AND TRANSOM FRAME

MEDIUM STILE DOOR W/ 10" BOTTOM RAIL (39-1/8" X 84" D.O.)

RIM PANIC EXIT DEVICE W/ OFFSET PULL HANDLE (MANUFACTURER STANDARD)

STANDARD DOOR CLOSER

**3-BUTT HINGES** 

**THRESHOLD** 

DOOR SWEEP

1" GRAY TINTED INSULATED GLASS W/ LOW-E

DOOR SWING = TBD (NEW DOOR = OUTSWING DOOR)

INSTALLED IN ANNANDALE, MN.

FOR THE SUM OF......\$6,875.00

\*\*\*PRICED WITH PREVAILING WAGE LABOR RATE.\*\*\*

\*\*\*EXCLUDES REMOVAL OF THE EXISTING WOOD DOOR AND FRAMING AND ANY OPENING PREPERATIONS NEEDED. CUSTOMER TO HIRE A CARPENTER/GENERAL CONTRACTOR TO REMOVE AND PREPARE THE OPENING FOR THE NEW ENTRY SYSTEM.\*\*\*

\*\*\*EXCLUDES ANY EXTERIOR/INTERIOR FINISHING WORK OTHER THAN CAULKING.\*\*\*

\*\*\*EXCLUDES FINAL CLEANING OF GLASS AND ALUMINUM.\*\*\*

St. Cloud, MN 56304 Phone: (320)251-1900 Fax: (320)251-9471

www.eastsideglass-mn.com

**Quote: 57175** 

Date: 12/14/2022

Customer

Csr:ANDY F

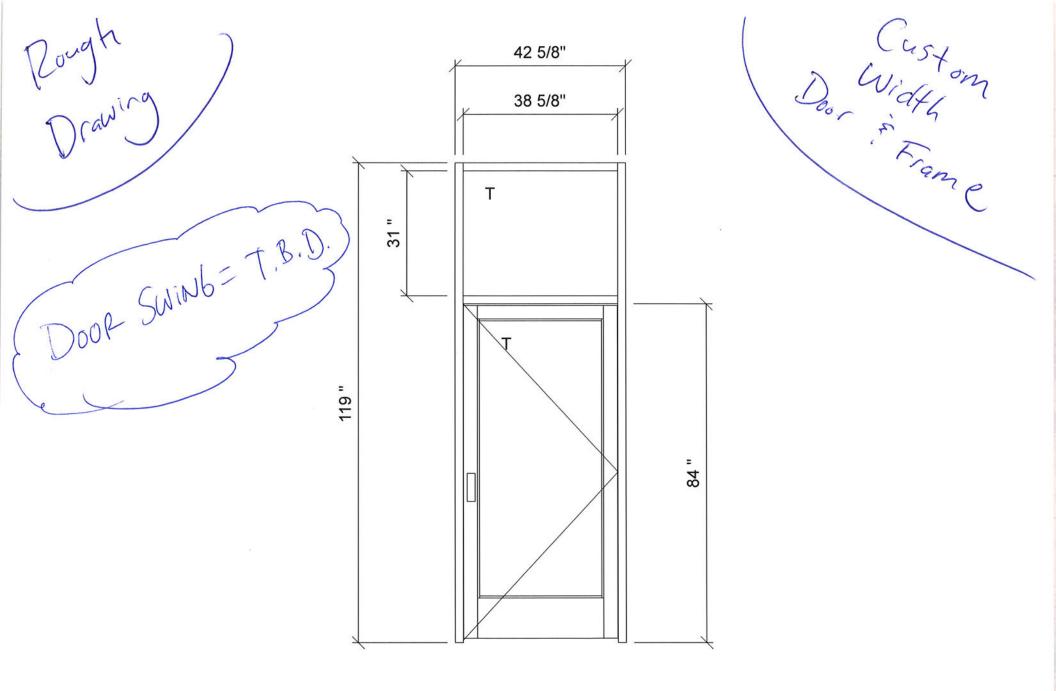
STATE FARM INSURANCE 10 OAK AVE S ANNANDALE MN 55302

Tech:

	EALING FO 1.1 COMPANY OF SAME AND AND	19.10 (Managari 102)	
***EXCLUDES I MASTER KEY, I		RIOR RIM CYLINDER TO THE BUILDING'S	
Job Site: MAIN ENTI (1) NEW EX	RY XTERIOR COMMERCIAL A	LUMINUM ENTRY	
Thank you for the opportu	unity to quote. Quote Valid Fo	or 30 Days.	
	Signature	Date	

PO MAIN ENTRY

Terms.C.O.D



STATE FARM - ANNANDALE - 1 - 001 - MAIN EXTERIOR ENTRY (1 Thus)
Frame: (DarkBronze) 2 - 450TB 2 x 4-1/2 Center Set

# **ESTIMATE**

Lindquist Handyman Service,LLC 8656 70th St NW Annandale, MN 55302 tim@lindquisthandyman.com (763) 772-7047

# State Farm

Bill to David Burd 10 Oak Ave S Annandale, MN 55302

Estimate details
Estimate no.: 1001
Estimate date: 3/7/23

Expiration date: 12/31/23

Product or service

Amount

1. Labor & materials

\$1,200.00

Remove trim, remove door, prep frame for new door, install new trim, dispose of old door

Total

\$1,200.00

Expiry date

12/31/23



Resolution

# City Council Agenda

March 13, 2023

Agenda Section:	Consent	Agenda No.	6D
Report From:	Administration	Agenda Item: Resolution Accep	Consideration of Adopting oting Donations
☐ Enhance Local B	ity Engagement onal Effectiveness susiness Environment e Strong Parks/Trails		coactive Leadership fe/Well Kept Community
Background			
Minnesota State State resolution.	cute 465.0304 requires gifts/don	ations to munici	palities to be accepted by
The City Council is	asked to accept the following dor	nations for impro	vements in the city parks:
Amy & Rance	nletic Foundation and All Night C dall Unzicker: \$175 Tree/Monum n: \$1,500 Community Garden Pro	ent Donation	Tree Donation
Recommended Ac	tion		
Motion to adopt atta	ached Resolution accepting the de	onations totaling	\$2,275.
Attachments:			

# CITY OF ANNANDALE RESOLUTION NO. 22-XX

### RESOLUTION ACCEPTING DONATIONS TO CITY

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

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

Name of Donor: Cardinal Athletic Foundation and All Night Grad Party

<u>Donation Type:</u> Recreation Park Tree/Monument

<u>Amount:</u> \$600

Name of Donor: Amy & Randall Unzicker

Donation Type: Recreation Park Tree/Monument

<u>Amount:</u> \$175

Name of Donor: Allina Health

Donation Type: Community Garden Project

Amount: \$1,500

**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 March, 2023.

Shelly Jonas, Mayor	

Attested:
Kelly Hinnenkamp, City Administrator/Clerk



**Attachments:** 

# City Council Agenda

March 13, 2023

Agenda Section:	Consent	Agenda No. 6E
Report From:	Jacob Thunander, Community Development Director	<b>Agenda Item:</b> Consideration to Approve Submitting the Outdoor Recreation Grant through the Minnesota DNR
Core Strategy:		
☐ Inspire Commun	ity Engagement	☐ Provide Proactive Leadership
☐ Increase Operation	onal Effectiveness	☐ Ensure Safe/Well Kept Community
	usiness Environment	☐ Other:
☑ Develop/Manage	e Strong Parks/Trails	
Background		
O	ar a a na a a a a a a a a a a a a a a a	1 6. 6 16 11
		the City Council formally approved the dition of a playground, splash pad, shade
	nd sidewalk and trail improvemen	
and City Council. The equipment, tot lot, co	ne playground includes an ADA p limbing and spinning structures, a	ation and also reviewed by Park Commission boured in place rubber surfacing, visual/sensory and slides. The total estimated cost is swith construction of the playground.
of submitting a gran can cover 50 percent Menk to assist with s the amenity plan, sta	t through the Minnesota DNR O t of the project costs, up to \$350, submitting the grant. Due to the	gue of Minnesota Cities to assist with the cost utdoor Recreation Program. The DNR grant 000. Staff have been working with Bolton and costs of completing all of the improvements per ct. The grant would assist with the costs of the
The resolution appro	oves submitting the grant and not ent match. The grant deadline is N	attached resolution is required to be adopted. tes that the City has the financial capability of March 31, 2023 and notification of accepted
Recommended Ac	tion	
Adopt Resolution.		

- Resolution: Approve Submitting the Outdoor Recreation Grant through the Minnesota DNR
- Recreation Park Amenity Plan
- Playground Design Flagship Recreation

# CITY OF ANNANDALE RESOLUTION NO. 23-XX

# A RESOLUTION TO APPROVE SUBMITTING THE OUTDOOR RECREATION GRANT THROUGH THE MINNESOTA DNR

BE IT RESOLVED that the City of Annandale act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 31, 2023 and that the City Administrator is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Annandale.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Annandale has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Annandale has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Annandale has or will acquire fee title or permanent easement over the land described in the boundary map or recreational site plan included in the application.

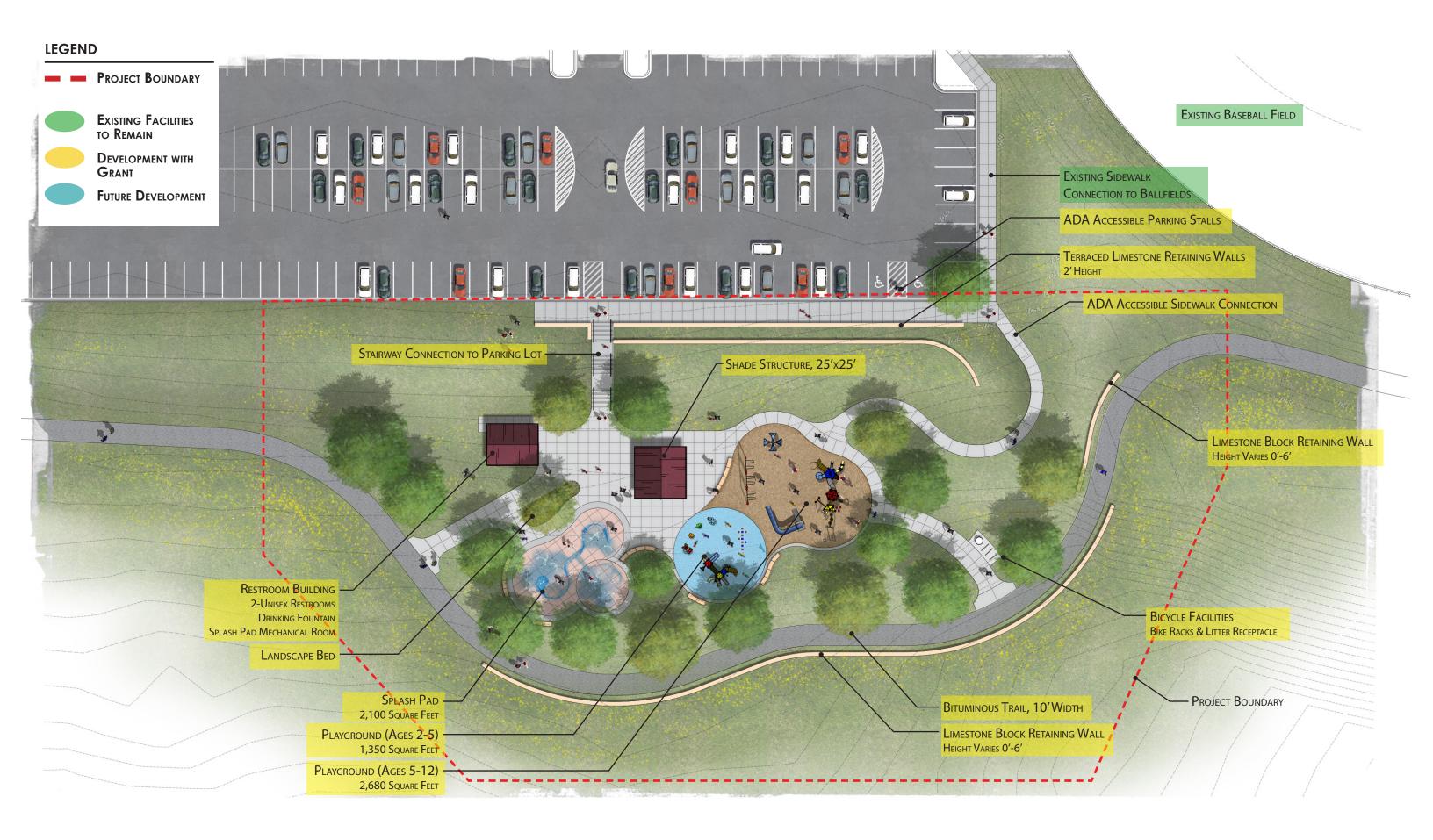
BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Annandale may enter into an agreement with the State for the above-referenced project, and that the City of Annandale certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that the Mayor is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the Annandale City Council on 13<sup>th</sup> day of March, 2023.

	Shelly Jonas, Mayor	
Attested:		

Kelly Hinnenkamp, City Administrator



# **CITY OF ANNANDALE**



















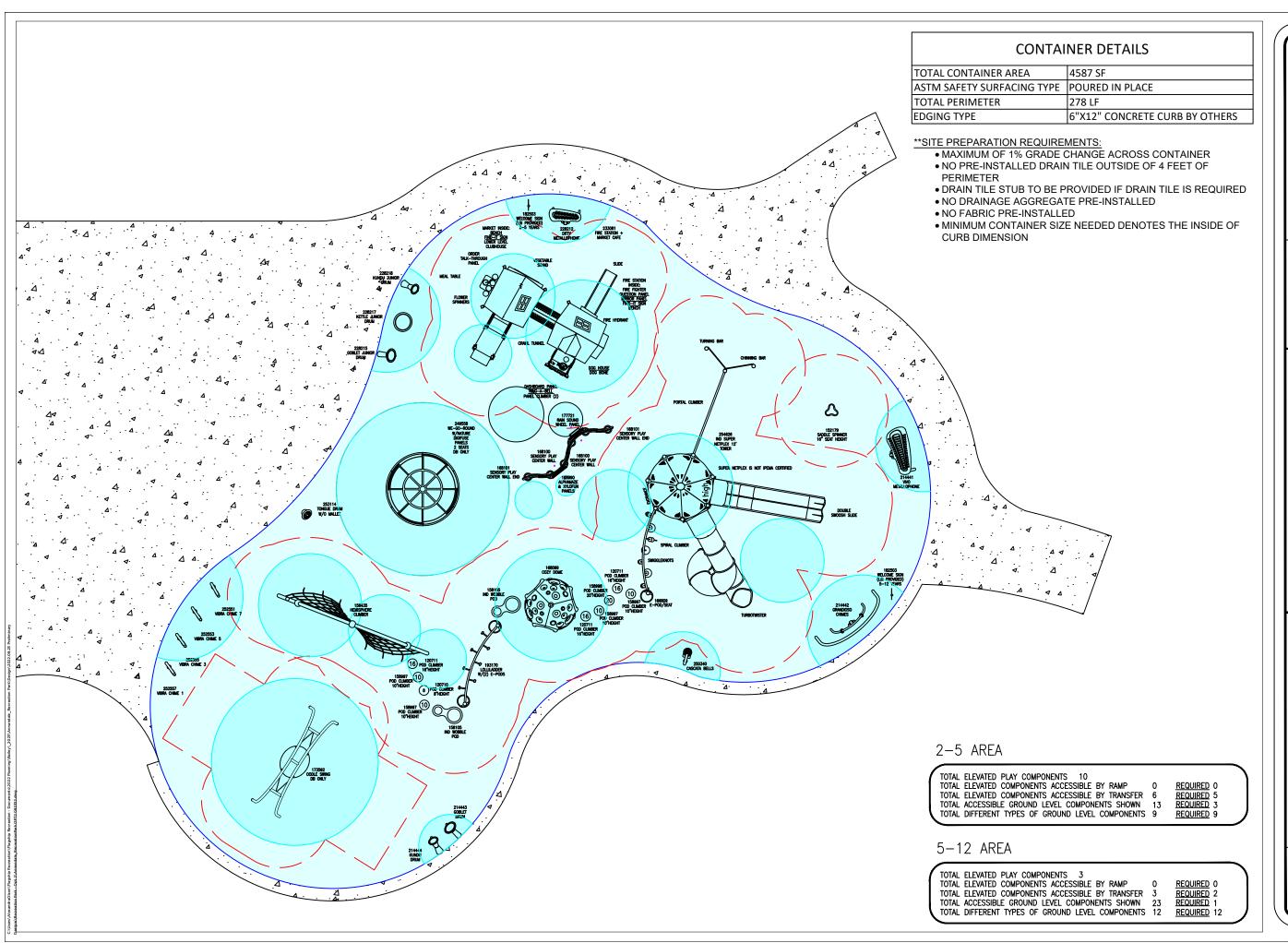


Annandale\_RecreationPark OPT2 082322 • 08.26.2022











FLAGSHIP RECREATION 11123 UPPER 33RD ST N LAKE ELMO, MN 55082 763-550-7860 FLAGSHIPPLAY.COM @FLAGSHIPPLAY

# landscape structures

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGE RANGES AS NOTED ON PLAN.

PARK 2

RECREATION I OPTION 2

SALES REPRESENTATIVE: **Bailey Wolf** 

> **DESIGNED BY:** 8/26/22

3/32" = 1'-0"

LS101



City of Annandale 30 Cedar Ct Annandale, MN 55302 Jacob Thunander

#### PRELIMINARY BUDGET - THIS IS AN ESTIMATE & NOT A FORMAL QUOTE

Play Equipment Annandale Recreation Park, BW704 State Contract Discount Sales Tax - if applicable Playground Equipment Contingency Sp60.06 Sp6	
Play Equipment Annandale Recreation Park, BW704 Annandale Recreation Park, BW704 Sales Tax - if applicable 0.00 State Contract Discount Sales Tax - if applicable 0.00 Gequipment Contingency Playground Equipment Contingency  Delivery of Play equipment 1,800.00  Delivery	
State Contract Discount   State Contract Discount   Sales Tax - if applicable   0.00   ST3 Certificate of Exemption must be provided by owner.	
State Contract Discount Sales Tax - if applicable 0.00 ST3 Certificate of Exemption must be provided by owner. Equipment Contingency 9,760.06 Delivery of Play equipment 1,800.00 Estimated / Final quote will be provided upon final design.  Mobilization 750.00 Dumpster(s) - 30 Yard 2,250.00 Demoylisposal of Equipment & Excavation (existing container) Ste work Excavation (new container) Demoylisposal of Equipment & Excavation (existing container) Demoylisposal of Equipment (Lull, Lift, Compactor, etc.)  Border Options Concrete Border Straight (LF) 0.00 Standard 6" W x 12" D	
Sales Tax - if applicable Playground Equipment Contingency 9,760.06 Equipment Contingency 67,000 Estimated / Final quote will be provided by owner.  1,800.00 Estimated / Final quote will be provided upon final design.  Mobilization 750.00 Dumpster(s) - 30 Yard 2,250.00 Disposal of packaging material Eper Diem 1,050.00 Estimated / final quote will be provided. \$50 per day/per worker & lodging  Site work Excavation (new container) Demo/Disposal of Equipment & Excavation (existing container) Demo/Disposal of Equipment & Excavation (existing container) Demo/Disposal of Equipment & Excavation (existing container) Demo/Disposal of Equipment (Lull, Lift, Compactor, etc.) 1,683.33 Estimated. Removal/disposal of existing equipment and excavation of existing surfacing Special Equipment (Lull, Lift, Compactor, etc.) 1,683.33 Estimated. Removal/disposal of existing equipment and excavation of existing surfacing Full reference for Pull y structure towers  8 Y GENERAL CONTRACTOR Extractor Removal/disposal of existing equipment and excavation of existing surfacing Full reference for Pull x 12" D.  Concrete Border Straight (LF) 0.00 0 Standard 6" W x 12" D.  Full professional installation by Landscape Structures Certified Installers "Possible deduct if Community Build with a Certifie	
Playground Equipment Contingency 9,760.06  Delivery of Play equipment 1,800.00  Estimated / Final quote will be provided upon final design.  Mobilization 750.00  Dumpster(s) - 30 Yard 2,250.00  Disposal of packaging material Estimated / final quote will be provided. \$50 per day/per worker & lodging  Site work Excavation (new container) Demo/Disposal of Equipment & Excavation (existing container) Demo/Disposal of Excavation (existing existing equipment and excavation of existing surfacing **Lift needed for play structure towers  BY GENERAL CONTRACTOR  Concrete Border Straight (LF)  O.00  Standard 6" W x 12" D  Full professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a	
Delivery of Play equipment  1,800.00  Estimated / Final quote will be provided upon final design.  Mobilization  750.00  Dumpster(s) - 30 Yard  2,250.00  Disposal of packaging material  Estimated / final quote will be provided. \$50 per day/per worker & lodging  Site work  Excavation (new container)  Demo/Disposal of Equipment & Excavation (existing container)  Demo/Disposal of Equipment & Excavation (existing container)  Demo/Disposal of Equipment (Lull, Lift, Compactor, etc.)  1,683.33  Per General Contractor  Special Equipment (Lull, Lift, Compactor, etc.)  By GENERAL CONTRACTOR  Standard for play structure towers  By GENERAL CONTRACTOR  Standard for Wx 12" D.  Standard 6" Wx 12" D.  Standard 6" Wx 12" D.  Full professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certifien Standard Community Buil	
Mobilization 750.00   Disposal of packaging material   Disposal of packaging material   Estimated / final quote will be provided. \$50 per day/per worker & lodging    Site work   Standard & Final quote will be provided upon finalizing container details   Demo/Disposal of Equipment & Excavation (existing container)   0.00   0   Estimated. Final quote will be provided upon finalizing container details   Demo/Disposal of Equipment & Excavation (existing container)   0.00   0   Special Equipment (Lull, Lift, Compactor, etc.)   1,683.33   *Lift needed for play structure towers    Border Options   BY GENERAL CONTRACTOR   Extimated. Removal/disposal of existing equipment and excavation of exisiting surfacing   *Lift needed for play structure towers    BY GENERAL CONTRACTOR    Standard 6" W x 12" D.  Concrete Border Curved (LF)   0.00   0   Standard 6" W x 12" D.  Standard 6" W x 12" D.  Full professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Standard Communit	
Dumpster(s) - 30 Yard  2,250.00  Per Diem  1,050.00  Site work  Excavation (new container)  Demo/Disposal of Equipment & Excavation (existing container)  Special Equipment (Lull, Lift, Compactor, etc.)  By GENERAL CONTRACTOR  Estimated. Final quote will be provided upon finalizing container details  Demo/Disposal of Equipment & Excavation (existing container)  Special Equipment (Lull, Lift, Compactor, etc.)  Border Options  Concrete Border Straight (LF)  Concrete Border Curved (LF)  O Standard 6" W x 12" D  Estimated. Final quote will be provided upon finalizing container details  Per Diem  By GENERAL CONTRACTOR  Straight (LF)  O Standard 6" W x 12" D  Estimated. Final quote will be provided upon finalizing container details  Per Diem  By GENERAL CONTRACTOR  Standard 6" W x 12" D  Standard 6" W x 12" D  Estimated. Final quote will be provided. \$50 per day/per worker & lodging  By GENERAL CONTRACTOR  Standard 6" W x 12" D  Full professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible	
Estimated / final quote will be provided. \$50 per day/per worker & lodging	
Site work  Excavation (new container)  Demo/Disposal of Equipment & Excavation (existing container)  Special Equipment (Lull, Lift, Compactor, etc.)  By GENERAL CONTRACTOR  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container.  Estimated. Final quote will be provided upon finalizing container.  Estimated. Final quote will be provided upon finalizing container.  Estimated. Final quote will be provided upon finalizing container.  Estimated. Final quote will be provided upon finalizing container.  Estimated. Final quote will be provided upon finalizing container.  Estimated. Final quote will be provided upon finalizing container.  Estimated. Final quote will be provided upon fi	
Excavation (new container)  Demo/Disposal of Equipment & Excavation (existing container)  Demo/Disposal of Equipment & Excavation (existing container)  Special Equipment (Lull, Lift, Compactor, etc.)  Border Options  Concrete Border Straight (LF)  Concrete Border Curved (LF)  O Standard 6" W x 12" D  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  *Lift needed for play structure towers  *Lift needed for play structure to	
Excavation (new container)  Demo/Disposal of Equipment & Excavation (existing container)  Demo/Disposal of Equipment & Excavation (existing container)  Special Equipment (Lull, Lift, Compactor, etc.)  1,683.33  Border Options  Concrete Border Straight (LF)  O.00  Standard 6" W x 12" D.  Concrete Border Curved (LF)  O.00  Standard 6" W x 12" D  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  Estimated. Final quote will be provided upon finalizing container details  *Lift needed for play structure towers  **Structure towers**  **Struct	
Demo/Disposal of Equipment & Excavation (existing container)  Special Equipment (Lull, Lift, Compactor, etc.)  1,683.33  8-Lift needed for play structure towers  Border Options  Concrete Border Straight (LF)  Concrete Border Curved (LF)  O.00  Standard 6" W x 12" D.  Concrete Border Curved (LF)  O.00  Standard 6" W x 12" D.  Standard 6" W x 12" D.  Standard 6" W x 12" D.  Full professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Instal	
Special Equipment (Lull, Lift, Compactor, etc.)  1,683.33  *Lift needed for play structure towers  BY GENERAL CONTRACTOR  Concrete Border Straight (LF)  0.00  0 Standard 6" W x 12" D.  Concrete Border Curved (LF)  0 Standard 6" W x 12" D.  Equipment Installation (Labor & Concrete for Footings)  60 471 65  46 471 65  47 78%  Full professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a C	
Concrete Border Straight (LF)  Concrete Border Curved (LF)  O.00  Standard 6" W x 12" D.  Standard 6" W x 12" D.  Standard 6" W x 12" D.  Full professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Certified Installers	
Concrete Border Straight (LF)  Concrete Border Curved (LF)  Concrete Border Curved (LF)  O.00  Standard 6" W x 12" D.  Standard 6" W x 12" D.  Full professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installation by Landscape Structures Certified Installation b	
Concrete Border Curved (LF)  0.00  0 Standard 6" W x 12" D  Standard 6" W x 12" D  Full professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installer *Possible deduct if Community Bu	
Four professional installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installers *Possible deduct if Community Build with a Certified Installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installation by Landscape Structures Certified Installers *Possible deduct if Community Build with a Certified Installation by Landscape Structures Certified Installation Certified Installation Certified Installation Cert	
	d Supervisor
Concrete Flatwork	
Concrete Flatwork (Sq. Ft.)  0.00  0 4" thick concrete	
Thickened Edge (LF)  0.00  Thickened edge used when installing a sidewalk adjacent to playground container. Prevents stone base from washing out.	
Culturado Dron C Doured In Diago (DID) or Truf Curfosing	
Subgrade Prep & Poured In Place (PIP) or Turf Surfacing	
Compacted Aggregate Base (Recycled Concrete or Class 5) (Tons)  11,626.18  179  Class 5 aggregate or recycled concrete (w/fines), delivery and installation . 4" - 6" compacted depth. Required for PIP & Turf	installations
Drain Tile (LF)  0.00  0 Perforated Corrugated Drain Tile with Sock.	
PlayBound Poured In Place by Surface America (Sq. Ft.)  117,366.04  117,366.04  117,366.04  117,366.04  117,366.04  117,366.04  117,366.04  117,366.04	atic Binder &
Security Guard  O.00  Site security is recommended throughout the PIP cure time (minimum of 72 hours after completion of the work) especially is areas where there is a potential for vandalism. Defects due to trespass before sufficient cure time will not be covered by we	-
City Dayley (Co. Et )	
Site Restoration (Sq.Ft.)  0.00  1 Top soil, seed and blanket	
Payment & Performance Bonds 0.00	
Budget Total Total Additions Total Reductions Total Reductions Total w/ Additions & Reductions	
450,758.75 0.00 (45,471.65) 405,287.10	



# City Council Agenda

March 13, 2023

<b>Agenda Section:</b>	Consent	<b>Agenda No.</b> 6F
Report From:	Administration	<b>Agenda Item:</b> Consideration of Revising Development Agreement for the Preserves of Lake John
Core Strategy:		
☐ Inspire Commun	ity Engagement	☐ Provide Proactive Leadership
☐ Increase Operation	onal Effectiveness	☑ Ensure Safe/Well Kept Community
☐ Enhance Local B	usiness Environment	☐ Other:
☐ Develop/Manage	e Strong Parks/Trails	

### **Background**

Council is asked to consider approving a revised development agreement for the Preserves of Lake John.

The following amendments are proposed:

- Rachel Development approached the City about interest in obtaining Outlot C & D of the Preserve of Lake John. Outlot C is the location of the lift station that will be serviced by the City. The developer is proposing to plant low maintenance landscaping and no mow mix around the perimeter of Outlot C. This shall avoid using the outlot in a prohibited manner and to create a visually appealing entrance to the development.
- The applicant has submitted record plans that accurately reflect the comments of city staff and the Engineering Comment Letter following approval. The development agreement has been updated to reflect the new dates of the plans.
- A revised landscaping plan was received.

### **Recommended Action**

Approve revised development agreement.

#### **Attachments:**

- Draft Amendment to Development Agreement
- Final Plans

# CITY OF ANNANDALE DEVELOPER AGREEMENT (DEVELOPER INSTALLED IMPROVEMENTS)

THIS AGREEMENT made and entered into this _	day of	, 202 <mark>23</mark> , by and
between Rachel Development, Inc., a Minnesota	corporation	(hereinafter collectively called the
"Developer"), and the City of Annandale, a Minnes	ota municipa	al corporation, hereinafter called the
"City".		•

# **RECITALS:**

1. Developer is the owner of certain Real Property which is legally described as:

See Exhibit A attached hereto

(hereinafter called the "Property"); and

- 2. Developer has proposed that the Property be platted as The Preserve at Lake John (also referred to in this Agreement as the "Plat"). The Plat will be developed as 23 single family lots at R-1 Single Family density.
- 3. The Developer has asked the City to grant final approval of the Plat.
- 4. The City is willing to approve the Plat, subject to the following conditions (1) that the Developer enter into this Agreement, (2) that the Developer provide the necessary security for all public improvements; and (3) pay all fees due hereunder by March 31, 2023. The Developer shall record the Plat with the County Recorder no later than March 31, 2023.

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

- 1. <u>Development Plans.</u> The Developer shall develop the Plat in accordance with the following plans. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The required plans are:
  - Plan A Preliminary Plat Dated 4/25/2022 (included Street and Utility Plans)
  - Plan B Grading and Drainage Plan Dated 11/29/202203/07/2023
  - Plan C Erosion Control Plan Dated 11/29/202203/07/2023
  - Plan D Preliminary Engineering Report Dated 11/29/2022
  - Plan E Street Plans Dated <u>11/29/2022</u>03/07/2023
  - Plan F Utility Plans Dated <u>11/29/2022</u>03/07/2023
  - Plan G Site Plan Dated <u>11/29/2022</u>03/07/2023
  - Plan H Landscaping Plan Dated 03/06/2023
- 2. **Use and Density.** The use and density shall be 23 single family residential lots.
- 3. <u>Right to Proceed</u>. The Developer may not grade or otherwise disturb the earth, remove trees, construct any public or private improvements until this Agreement has been fully executed and filed with the City, the necessary security has been received by the City and the City has issued a letter certifying that all conditions have been satisfied and the Developer may proceed.
- 4. <u>Improvements</u>. The Developer shall be responsible for installing or completing the following: [check all that apply]
  - X Drainage/Erosion Control
  - X Street Signs
  - X Rough Site Grading and Ponding
  - X Setting of Lot and Block Monuments
  - X Surveying and Staking
  - X City Water
  - X City Sanitary Sewer
  - X Public Street
  - X Curb and Gutter
  - X City Storm Sewer
  - X Street Lights
  - X Trail/sidewalk
  - X Regulatory and Warning Signs
  - X Purchasing Wetland Mitigation Credits
  - X Landscaping

The Improvements will be designed and installed in accordance with City standards, ordinances and plans and specifications unless mutually agreed upon by the City Engineer and Developer.

- Ownership of Easements and Improvements. Upon acceptance by the City, the public improvements required to be constructed by this Agreement shall become City property. The Developer shall make available to the City at no cost to the City, all permanent and temporary easements necessary for maintenance of the public improvements.
- 6. **Proof of Title.** The Developer hereby warrants and represents to the City, as inducement of the City's entering into this Agreement, that Developer's interest in the Development is as fee owner. Prior to execution of the Final Plat, the Developer shall provide the City with a title insurance policy with the Developer as the named insured, stating the condition of title to the property.
- 7. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. The Developer shall post maintenance bonds or other security acceptable to the City to secure the warranties.
- 8. <u>Erosion Control/Storm Water Measures.</u> The Developer shall obtain a "General Storm Water Permit for Construction Activity" issued by the Minnesota Pollution Control Agency. The Developer shall comply with the Erosion Control Plan, (Plan C), and with all requirements of the General Storm Water Permit for Construction Activity for the prevention of damage to adjacent property and the control of surface water runoff.
- 9. <u>Effect of Plat Approval.</u> For four years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications or platting required or permitted by the approved preliminary plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement and may require submission of a new plat.
- 10. <a href="Park Dedication">Park Dedication</a>. The Developer agrees that the construction of a 23 single family residential dwellings creates a need for acquiring, developing and improving additional park facilities to serve the development. In lieu of dedicating parkland within the Development, the Developer elects to pay \$50,000 to the City, which shall be placed in a special fund pursuant to City Code Section 151.09, Subd. 5.D. The Developer agrees that in setting this park dedication fee, the City has made an individualized determination of the nature and extent of the Development's impact on park needs and the City's determination is fair and reasonable. The Developer expressly waives the right to contest or otherwise challenge the amount and imposition of the park dedication fee required under this agreement.

- 11. <u>License.</u> The Developer hereby grants the City, its agents, employees, and contractors a license to enter the Plat to perform all necessary work and/or inspections deemed appropriate by the City during the installation of public improvements by the City. The license shall expire after the public improvements installed pursuant to the development Agreement have been installed and accepted by the City.
- 12. <u>Damage and Clean Up.</u> The Developer shall promptly cause to be cleared from public streets and property any soil, earth or debris resulting from construction work by the Developer or its agents or assigns. The Developer shall promptly cause to be repaired any damage to existing streets, boulevards or existing utilities caused by construction activities within the development. Should the Developer fail to clean up soil, earth or debris or commence repairs within 48 hours of notice by the City, the City may perform such work itself or through an independent contractor, and bill Developer for such work. The Developer shall reimburse the City within thirty days of receipt of invoice.
- 13. <u>Security.</u> The Developer shall provide a bond, letter of credit or cash escrow on March 31, 2023 or upon the City's execution of the Plat mylars, whichever event occurs first ("Security"). Such Security shall be in the amount of \$1,972,330 to ensure installation of the Developer installed improvements. The amount was calculated as follows:

Setting of lot and block monuments	\$7,000
Street signs	\$3,201
Erosion control	\$33,801
Surveying and Staking	\$22,000
Grading, drainage and ponding control	\$295,741
Streets	\$236,646
Curb/Gutter	\$68,901
Sanitary sewer	\$364,501
Water	\$180,901
Storm Sewer	\$258,401
Street Lights	\$17,500
Sidewalk/Trail	\$58,231
Regulatory and Warning Signs	\$4,500
Landscaping Requirements	\$26,540

Total Developer Installed Improvements: \$1,577,864

Grand Total Securities (125%): \$1,972,330

The bond or letter of credit shall be subject to the approval of the City Administrator. The Security shall secure compliance with all of the terms of this Agreement and all financial obligations of the Developer under it. The City may draw down on the Security, following notice of default for any violation of the terms of this Agreement or immediately upon pending expiration or cancellation of the Security if not approved by the City or Authorized by this agreement. In the event of a draw upon the Security, the City may require the Developer to provide additional Security. The Developer shall remain obligated to provide new Security upon any non-renewal until such time as all of the Developer's obligations under this Agreement have been completed and proof of payment of all laborers and materialmen. Within 30 days of the completion of each stage of work as outlined above, a reduction of the bond, letter of credit, or cash escrow may occur commensurate with the estimated costs remaining, provided the City determines it has adequate Security for the remaining improvements in the City's sole discretion.

# 14. Responsibility for Costs.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Plat, including but not limited to a legal, planning, administrative, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development and the Improvements. Developer shall deposit \$40,000 in escrow to secure payment of these fees. The City shall send a statement upon request of the Developer documenting use of the escrow. The City will draw down the escrow in an amount necessary to satisfy any invoices. At such time that the escrow reaches \$5,000 or less the City may require the Developer to replenish the escrow up to \$40,000. Any funds remaining upon completion of the project shall be refunded to the Developer.
- B. The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from a plat approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorney's fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments for the sewer and water extension project. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire Plat, or any part of it. The City has determined that the developer will pay 8.5% of the Watermain portion of the project and 14.5% of Sanitary Sewer portion of the project. The Developer shall receive credit against its share of costs for the design expenses advanced to the City.

- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt development work and construction within the Plat including but not limited to the issuance of occupancy permits until the bills are paid in full.
- F. The Developer shall pay the following development charges in accordance with City policy prior to recording the plat:
  - Sanitary Sewer \$1200/acre = \$30,720 (25.6 acres)
  - Water Area Charges \$1000/acre = \$25,600 (25.6 acres)
  - o Storm Sewer Area Charges − \$500/acre = \$12,800 (25.6 acres)
  - Park Dedication In accordance with Paragraph 10.
- 15. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the developer is first given written notice of the work in default, not less than forty-eight (48) hours in advance for a health safety and welfare issues and seven(7) day's notice for all other issues. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part. The Developer, its successors and assigns, as well as future lot purchasers waive all procedural and substantive objections to the improvements and special assessments exceed the benefit, that the proper notices have not been given, and that the method of spreading the assessment is erroneous, as well as any appeal rights otherwise available pursuant to Minn. Stat. §429.081. In addition, the City may do any, all or any combination of the following: (i) halt all further approvals regarding platting, improvements or issuance of building permits or occupancy permits relating to the Development Property, or to any other property owned or developed by the Developer (ii) seek injunctive relief, (iii) terminate this Agreement and all of the obligations contained herein without terminating Developer's obligation to reimburse the City for costs it has incurred with regard to this Agreement or the Development Property; (iv) draw on or utilize any funds or other security which have been provided to the City pursuant to this Agreement; and/or (v) take any other action at law or in equity which may be available to the City.
- 16. <u>Completion Date</u>. The Developer shall substantially complete the Improvements on or before December 31, 2023. The Developer shall have final completion of the project by July 1, 2024.

# 17. Miscellaneous.

A. This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be.

- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including all or part of said Plat sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- E. If occupancy is established prior to the completion and acceptance of improvements, the Developer assumes all liability and costs resulting in delays in completion of improvements and damage to improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.
- F. No one may occupy a building for which a building permit is issued on either a temporary or permanent basis until sanitary sewer and water lines have been installed, hooked up, tested and approved by the City, and until the streets needed for access have been paved with a base course of bituminous surface
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to properly take legal action to enforce this Agreement shall not be a waiver or release.

# H. INTENTIONALLY OMITTED.

- I. Future residents of the Plat shall not be deemed to be third-party beneficiaries of this Agreement.
- J. Compliance with Laws and Regulations. The Developer represents to the City that the Plat complies with all City, County, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow any construction or development work in the Plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- K. This Agreement shall run with the land and may be recorded against the title to the property.
- L. The City's rights and remedies in this Agreement are cumulative and in addition to any of the City's other rights and remedies, and the City's exercise of any right or remedy under this Agreement will not be a waiver of any of the

- City's other rights and remedies. The City may exercise any of its rights and remedies at any time and in any order.
- M. Prior to commencement of the improvements, Developer shall take out and maintain until six (6) months after the City has accepted the public improvements, general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury or death shall not be less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional named insured on said policy, and the Developer shall file a copy of the insurance coverage with the City prior to the City signing the plat. The Developer shall cause each person with whom the Developer contracts for construction and installation of any improvements to provide evidence of General Liability, Owner/Engineer Protective Liability, Automobile Liability, Contractual Liability and Worker's Compensation coverage. Limits shall be \$1,000,000 per occurrence and \$1,000,000 aggregate with the City and City Engineer named as additional insured.
- N. Outlots A, B, C, and D shall be quit claimed to the City. The City shall grant Developer a temporary easement over Outlot A to access Developer's property. Outlot B shall shall be quit claimed to the City and shall be designated by the City as right of way until such time as the land immediately to the north of the Plat is developed. At that time the City will determine the appropriate use of Outlot B. Outlot C shall be for municipal use including the siting of a lift station.
- 18. <a href="Notices">Notices</a>. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees and agents, or mailed to the Developer by certified or registered mail at the following address: Rachel Development, Inc., 4180 Napier Ct NE, St. Michael, MN 55376, ATTN: David Stradtman. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by certified or registered mail in care of the City Administrator at the following address: 30 Cedar Street East, Annandale MN 55302, Attention: City Administrator.
- 19. **Representation**. Jovanovich, Dege & Athmann, P.A. represents the City with regard to this Agreement. Developer has been advised to seek independent legal counsel prior to execution of this Agreement.
- 20. <u>Integration</u>. This Agreement contains all of the understandings and agreements between the parties. This Agreement may not be amended, changed, or modified without the express, written consent of the parties hereto.

- 21. **Governed by Minnesota Law**. This Agreement shall be interpreted under the laws of the State of Minnesota.
- 22. <u>Additional Requirements</u>. All comments from the City Engineer letter dated May 25, 2022 have been satisfied by the Developer. All comments by the Minnesota Department of Natural Resources in the letter dated February 4, 2022, and Wright County in the letter dated October 6, 2021 have been satisfied by the Developer.

Signed and executed by the parties hereto or	n this, 202 <mark>2</mark> 3		
ATTEST	CITY OF ANNANDALE		
By Kelly Hinnenkamp, City Administrator	By Shelly Jonas, Mayor		
	DEVELOPER		
	Rachel Development, Inc.		
	By David Stradtman, Vice President		
STATE OF MINNESOTA )			
)ss COUNTY OF WRIGHT )			
The foregoing was acknowledged before me Shelly Jonas and Kelly Hinnenkamp, the May of Annandale, a Minnesota municipal corpor	this, 202 <mark>32</mark> , by or and the City Administrator, respectively, of the City ation, on behalf of said corporation.		
	Notary Public		
STATE OF MINNESOTA )			
)ss COUNTY OF WRIGHT )			
	ne this day of, 202 <mark>32</mark> , by David velopment, Inc., a Minnesota corporation, Develope		

Notary	/ Public		

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

### **EXHIBIT A**

# LEGAL DESCRIPTION

Government Lot 2 and that part of Government Lot 1 described as follows: Beginning at the Southeast corner of said Lot 1; thence West 2 rods on the South line of Lot 1; thence Northeasterly across Lot 1 to a point on the East line of said Lot 1 that is 2 rods North of the Southeast corner of said Lot 1; thence South along the East line 2 rods to the point of beginning, all in Section 25, Township 121, Range 28, Wright County, Minnesota.

### And

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

THE PRESERVE AT LAKE JOHN KNOW ALL PERSONS BY THESE PRESENTS: That Rachel Development, Inc., a Minnesota corporation, owner of the following described property, situated in the County of Wright, State of Minnesota, to wit: Government Lot 2 and that part of Government Lot 1 described as follows: Beginning at the Southeast corner of said Lot 1; thence COVEDNING LOT 2, West 2 rods on the South line of Lot 1; thence Northeasterly across Lot 1 to a point on the East line of said Lot 1 that is 2 rods North of the Southeast corner of said Lot 1; thence South along the East line 2 rods to the point of beginning, all in Section 25, Township 121, Range 28, Wright County, Minnesota. SEC. 25, T. 121, R. 28 That part of the north 148.00 feet of the Southwest Quarter of Section 25, Township 121, Range 28, Wright County, Minnesota, lying NIENZENS ANZENDE NIM northwesterly of the centerline of County Road No. 183, as traveled. Said centerline being more particularly described as beginning at a point on the north line of said Southwest Quarter distant 283.02 feet east of the west quarter corner of said Section 25; thence southwesterly along an arc concave to the southeast having a radius of 300.00 feet to a point on the west line of said Southwest SOUTH LINE OF GOVERNMENT LO Quarter distant 283.02 feet south of said west quarter corner, and said centerline there terminating. N88°05'02"E 868.72 OUTLOT A Has caused the same to be surveyed and platted as THE PRESERVE AT LAKE JOHN and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat. ->-62.85 S19°14'27"E OUTLOT In witness whereof said Rachel Development, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer Rachel Development, Inc. This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_,20\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_ of Rachel Development, Inc., a Minnesota corporation, on behalf of the corporation. SEE SHEET 2 Printed Name OF 3 SHEETS Notary Public, My commission expires I Marcus F. Hampton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_ Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481 STATE OF MINNESOTA N86°23'09"W 626.98 COUNTY OF The foregoing Surveyor's Certificate was acknowledged before me this day of by Marcus F. Hampton, Land Surveyor, Minnesota License No. 47481. 1 INCH = 100 FEET**BEARING ORIENTATION:** THE EAST LINE OF GOVERNMENT LOT 2, SEC. 25, T. 121, Printed Name R. 28, IS ASSUMED TO BEAR S 00°37'45" W. Notary Public, County, Minnesota My commission expires January 31, 20 ANNANDALE PLANNING COMMISSION INSET B \_, 20\_\_\_\_\_, the Planning Commission of the City of Be it known that at a meeting held on this DENOTES WRIGHT COUNTY CAST IRON MONUMENT SEE SHEET 3 Annandale, Minnesota, did hereby approve this plat of THE PRESERVE AT LAKE JOHN. OF 3 SHEETS DENOTES FOUND OPEN 1/2 INCH IRON MONUMENT UNLESS OTHERWISE NOTED , Chairperson ▲ DENOTES FOUND MAGNETIC NAIL CITY COUNCIL, CITY OF ANNANDALE, MINNESOTA O DENOTES 1/2 INCH IRON MONUMENT THAT WILL BE This plat of THE PRESERVE AT LAKE JOHN was approved and accepted by the City Council of the City of Annandale, Minnesota at a regular SET WITHIN ONE YEAR FROM THE RECORDING DATE OF , 20 , and said plat is in compliance with the provisions of Minnesota THIS PLAT. SAID MONUMENTS SHALL BE 1/2 INCH x 14 Statutes, Section 505.03, Subd. 2. INCH IRON MONUMENTS MARKED BY R.L.S. NO. 47481. — – – — DENOTES EDGE OF WET LAND BENCHMARK: CAST IRON MONUMENT AT THE WEST QUARTER CORNER OF SEC. 25, T. 121, R. 28. WRIGHT COUNTY SURVEYOR ELEVATION = 1066.95 FEET (NAVD 88) -OUTLOT C HARRISON STREET WEST (COUNTY ROAD 183)-I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved S86°25'19"W 1002.90 Wright County Surveyor WRIGHT COUNTY LAND RECORDS Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this day of --- CENTERLINE OF COUNTY ROAD NO. 183, AS TRAVELED VICINITY MAP Wright County Land Records Administrator /-NEVENS M∕AVE.NW -SOUTH LINE OF NORTH WRIGHT COUNTY RECORDER 148.00 FEET OF THE SW1/4 OF SEC. 25, T. 121, R. 28 I hereby certify that this instrument was filed in the office of the County Recorder for record on this day of at \_\_\_\_\_ o'clock \_\_\_\_. M. and was duly recorded in Cabinet No. \_\_\_\_\_\_, Sleeve \_\_\_\_\_, as Document Number WEST LINE OF THE-- NIEVENS AVENUE NIM SW1/4 OF SEC. 25, T. 121, R. 28 SW 1/4 ∭É Ų SE 1/4 ∣ NOT TO SCALE Wright County Recorder (COUNTY ROAD 183) SEC. 25 T. 121 R. 28 JAMES R. HILL, INC.

SHEET 1 OF 3 SHEETS



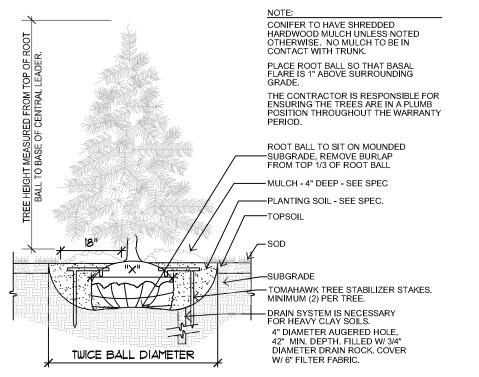
#### DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF FIELD STAKE TREES FOR THE APPROVAL OF THE LANDSCAPE ARCHITECT WRAP TREE TRUNKS BY NOV 15TH, AND REMOVE BY JUNE 1ST. USE 6" WHITE PVC SLEEVES, PERFORATED. MARK THE NORTH SIDE OF THE TREE IN TH NURSERY, AND ROTATE TREE TO FACE EACH TREE MUST BE PLANTED SUCH THAT THE NORTH AT THE SITE WHEN EVER POSSIBLE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL. MULCH RING: 4 FT. DIA. (MÍNIMUM) SET TOP OF ROOT BALL FLUSH TO GRADE OR 1-2 IN. HIGHER IN SLOWLY DRAINING SOILS. - 3 IN. HIGH EARTH SAUCER BEYOND EDGE OF TOMAHAWK TREE STABILIZER STAKES WOOD MULCH. DO NO PLACE MULCH IN -MINIMUM (2) PER TREE. CONTACT WITH TREE TRUNK, MAINTAIN REMOVE ALL TWINE, ROPE AND WIRE, AND BURLAP THE MULCH WEED-FREE FOR AFTER FROM TOP THIRD OF ROOT BALL - IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND THE ROOT BAL CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN 8 IN. INTO NOTE: FOR DIMENSIONS OF PLANTING AREAS SEE PLAN, SOIL BACKFILL SHALL BE GARDEN BLEND SOIL ( EQUAL MIX OF COMPOST, SAND & SOIL ) PER PLACE ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. ENSURE TREE PITS DRAIN AT .25" PER HOUR (OR MORE) TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.

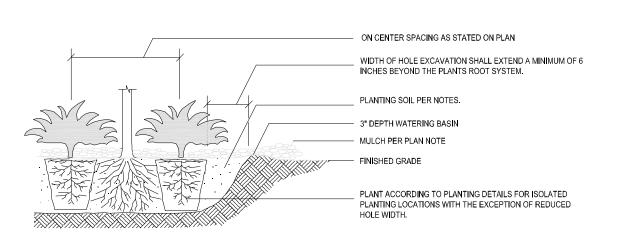
2 CONIFEROUS TREE PLANTING - SECTION

NOT TO SCALE

### LANDSCAPE NOTES + REQUIREMENTS:

- 1. Tree saucer mulch to be three inch (3") depth (per city requirement) natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail, including PVC trunk guards.
- 2. Refer to civil plan sheets for grading, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
- 3. All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified. Deciduous tree diameter is measured at breast-height (40" above final grade), in accordance with National Forestry and ANSI standards. Coniferous tree height is measured following planting installation, and is measured from final grade to the tip of the central leader. Bidders submitting pricing accept the above measurement conditions.
- 4. Plan takes precedence over plant schedule if discrepancies in quantities exist.
- 5. All proposed plants shall be located and staked as shown.
- 6. Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
- 7. The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.
- 8. All plant materials shall be fertilized upon installation as specified.
- 9. The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
- 10. If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
- 11. Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
- 12. Contractor is responsible for ongoing maintenance of all newly installed material for the duration of the warranty. Any acts of vandalism or damage which may occur prior to the start of the warranty shall be the responsibility of the contractor. Upon conclusion of the warranty, the landscape contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
- 13. The contractor shall guarantee newly planted material through one calendar year from the date of written owner acceptance. Plants that exhibit more than 20% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period. Up to 1 (one) replacement per plant during the warranty period.
- 14. This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
- 15. The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
- 16. Plant size & species substitutions must be approved in writing prior to acceptance in the field.
- 17. The landscape contractor shall furnish an Irrigation Layout Plan for head-to-head coverage of all tree, turf and shrub planting areas. Use commercial-grade irrigation equipment and provide product cut-sheets and (4) copies of the proposed layout plan to the Owner for review and approval. Coordinate irrigation connection point, controller, back-flow, rain sensor, sleeving, and valve locations with the general contractor.
- 18. Landscape edger shall be professional grade black steel edger, 1/8" Thick, 12' straight lengths (if noted). Anchor every 18" on-center (minimum). Submit sample.
- 19. Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
- 20. Unless otherwise noted/indicated, plant beds shall receive 4"depth single-shred hardwood mulch over fabric weed mat, per detail. Submit mulch sample for Owner approval. Do not install weed mat under perennials, with the exception of ornamental grasses.
- 21. Wood mulch for shrub and perennial planting areas (if noted) shall be Western Red Cedar mulch. Submit mulch samples for approval.
- 22. All planting, seeding, and sodded areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc.
- 23. Turf installation activity shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2014 edition, for turf bed preparation, installation, maintenance, and warranty.
- 24. The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.
- 25. The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials. Remove trees where noted on the plan, including the stump to 30" below grade.
- 26. The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.
- 27. The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.
- 28. The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractors on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.
- 29. See Site and Civil plans for grading, utilities, and additional information regarding the project.
- 30. All sub-cut areas of the site that are designated on the site plan as open space for landscape shall have no less than 6" of imported, pulverized topsoil. Slope away from building
- 31. Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.
- 32. Fencing (if noted) per Architect's Plans and Specifications.
- 33. Landscape contractor shall coordinate tree removal activities and ensure all trees designated for removal are gone before start of landscape installation. Grind stump to 30" below grade and back-fill with topsoil.
- 34. All disturbed areas are to receive turf sod or seed to establish final vegetation.
- 35. Retaining walls and stairs (if noted) require structural engineering, by others.
- 36. Seed Areas: Refer to the 'Shoreland Exhibit' for Owner's preferred seed mix, including maintenance.









Licensed Landscape Architect under the laws Of the State of MINNESOTA.

Print Name: Benjamin D. Hartberg, R. Signature:

THE PRESERVE AT LAKE JOHN
ANNANDALE, MINNESOTA
DETAILS, NOTES, & SCHEDULES
FOR
RACHEL DEVELOPMENT

1	DRAWN BY
	HL
	<b>DATE</b> 11/21/22
	,,
ı	REVISIONS
	12/01/22 REV PER OWNER COMMEI 01/19/23 PLANTING REVISIONS
ı	03/06/23 REV PER CITY COMMENT
ı	
ı	
ı	
	CAD FILE
	23912-L
	PROJECT NO.

23912

L1.3

DECIDUOUS TREE PLANTING - SECTION

 $\setminus$  L1.3 / NOT TO SCALE



• Letter of Resignation

# City Council Agenda

March 13, 2023

Consent	Agenda No.	0G
Police Chief Standafer	Agenda Item:	Resignation of Police Officer Eldred
ity Engagement	☐ Provide Pa	roactive Leadership
	☐ Ensure Sa	fe/Well Kept Community
Susiness Environment		•
e Strong Parks/Trails		
		1
tion		
of Nick Eldred		
	Police Chief Standafer  ity Engagement  onal Effectiveness  susiness Environment  e Strong Parks/Trails  on letter from Nick Eldred from  City and recently took a new FT p	Police Chief Standafer  Agenda Item:  ity Engagement onal Effectiveness Susiness Environment E Strong Parks/Trails  on letter from Nick Eldred from the Annandale I City and recently took a new FT position that does  tion



Chief Standafer,

Please accept this letter as my notice of resignation from the Annandale Police Department as a Part-Time Patrol Officer effective February 21, 2023.

I have immensely enjoyed working for this department and am very proud to have been apart of and live in a community with this department's reputation.

I can't thank you and Chief Herr enough for allowing me the opportunity to work and train with you dedicated team of the last 5 years.

I am happy to say I will see you around quite often with my position as Fire Fighter on the Annandale Fire Department as a board member for Wright County Frontline Outreach.

Please do not hesitate to call upon me anytime you are in need of some peer support or good old laughs.

Stay Safe!

Respectfully,

Nicholas. C Eldred



Assessment Agreement

# City Council Agenda

March 13, 2023

Agenda Section:	Consent	Agenda No.	6H
Report From:	Kelly Hinnenkamp, City Administrator	Agenda Item:	Assessment Agreement- Rachel Development
Core Strategy:			
☐ Inspire Commun	ity Engagement	☐ Provide Pr	roactive Leadership
	onal Effectiveness	☐ Ensure Sa	fe/Well Kept Community
☐ Enhance Local B	usiness Environment	🛛 Other: C	ompliance
☐ Develop/Manage	e Strong Parks/Trails		
Background  Attached is a draft Assessment Agreement with Rachel Development related to their share of the cost for the extension of sewer and water to their property. The terms of the agreement are consistent with the Development Agreement. If Rachel Development agrees to enter into the agreement, this would waive some of the procedural requirements of the 429 process.			
Recommended Ac	tion		
Approve the propos	ed agreement		
Attachments:			

### **ASSESSMENT AGREEMENT**

THIS ASSESSMENT AGREEMENT, is made this day of March, 2023, between the City of Annandale, a Minnesota municipal corporation, ("City") and Rachel Development, Inc., a Minnesota corporation ("Developer").
RECITALS:
A. The Developer is the owner of property in Wright County, Minnesota and legally described in Exhibit A hereto, which has been approved as a residential plat known as The Preserve at Lake John (the "Plat").
B. The Plat requires the extension of the City's sanitary sewer and watermain (collectively "Utilities") to the Plat.
C. The Developer is obligated under the Development Agreement for the Plat to pay its share of the cost of extending the Utilities. The Developer desires that the City construct the Utilities and assess Developer's share of the cost of the Utilities evenly against the lots in the Plat.
NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the parties agree as follows:
1. The City shall cause the Utilities extension to be constructed in accordance with the plans and specifications prepared by the City Engineer dated
2. Developer hereby agrees to pay a sum equal to 8.5% of the Watermain costs and

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

costs, as calculated by the City Engineer, including, but not limited to reasonable and customary administrative, engineering, capitalize interest and legal costs of the project.

4. The City shall assess the Developer's share of the Utilities costs as established in paragraph 2 of this Agreement. The assessment will be levied equally among all of the lots in The Preserve at Lake John and shall certify the assessments to the County Auditor for

14.5% of the Sanitary Sewer costs for the Utilities extension based upon total actual project

collection. The assessment shall be due and payable over a \_\_\_\_ year period without deferment, with interest at a rate of \_\_\_\_ per annum. The assessment against each lot shall be due and payable in full upon the sale or transfer of each lot. If one or more lots are sold prior to the assessment being certified, the Developer shall pay the City an estimated sum (determined by the City) for each such lot sold.

- 5. The Developer waives any and all procedural and substantive objections to the Utilities improvements addressed herein and the special assessment against the Plat. Developer's waiver includes, but is not limited to petition, notice and hearing requirements established under Minnesota Statutes Chapter 429, including any appeal rights otherwise available under Minn. Stat. §429.061, §429.081, §278.01 or any other law.
- 6. The terms of this Assessment Agreement shall be binding upon and inure to the benefit the parties' heirs, representatives, successors and assigns, will be a covenant running with the land and may be recorded against the Plat. This Assessment Agreement is the parties' legal, valid and binding obligation and is enforceable to its terms.
- 7. This Assessment Agreement may only be modified in writing and signed by both parties.
- 8. The Developer shall reimburse the City for any costs incurred by the City in the enforcement of this Assessment Agreement, including, but not limited to court costs and reasonable attorney's fees.

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

		CITY OF ANNANDALE
		By: Shelly Jonas, Mayor
		Attest: Kelly Hinnenkamp, City Administrator
STATE OF MINNESOTA	)	
COUNTY OF WRIGHT	)ss )	
Shelly Jonas and Kelly Hin	nenkamp, the Mayor	nis day of, 2023, by and the City Administrator, respectively, of the ation, on behalf of said municipal corporation.
		Notary Public

	Rachel Development, Inc.
	By Donald J. Rachel, CEO
STATE OF MINNESOTA	)
COUNTY OF WRIGHT	)ss )
	owledged before me this day of, 2023, by CEO of Rachel Development, Inc., a Minnesota corporation, alf of said corporation.
	Notary Public

**DEVELOPER** 

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

### **EXHIBIT A**

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



March 13, 2023

Agenda Section:	Consent	Agenda No.	6I
Report From:	Police Chief Standafer	Agenda Item:	Summer Internship with APD
Core Strategy:			
		☐ Provide Pr	oactive Leadership
			fe/Well Kept Community
	usiness Environment	$\square$ Other:	
☐ Develop/Manage	e Strong Parks/Trails		
Background			
The Annandale Polic August 14th	ce Department is requesting app	roval of summer	internship from May 20th –
Caleb Elness who volunteered for our department during the summer of 2021 is returning to the area. Caleb did a great job as a volunteer intern and has asked if we had work for the summer. Because of his work quality I would like to consider having him back for the summer season to assist us again. I would like to request that he be paid a stipend (pending he meets his requirements) of 2500.00 for the time he is working between May 20th and August 14th			
Internships are helpful to the department and also are good PR for the City and future generations of law enforcement. Caleb has proven himself to be a good worker during past interactions.			
Recommended Ac	tion		
Approve a Summer	internship as proposed to Caleb	Elness	
rr	r r speech to smee		
Attachments:			
N/A			



March 13, 2023

Agenda Section:	Consent	Agenda No.	6]	
Report From:	Chief Pete Standafer	_	Posting of Sgt Position	
Core Strategy:				
☐ Inspire Commun	ity Engagement	☐ Provide Pr	oactive Leadership	
	onal Effectiveness		Fe/Well Kept Community	
	usiness Environment	$\square$ Other:		
☐ Develop/Manage	e Strong Parks/Trails			
Background				
would be an internal	ce Department is requesting to po post for employees who meet the tion of promotion to Sergeant with	ne requirements o	utlined within the posting	
<u>Internal Job</u>	Posting – Police Sergeant			
Annandale P	ale Police Department is posting Police Department. Any persons their desire to candidate via an e	meeting the eligil	oility criteria indicated below	
The following	The following eligibility criteria is required to be considered for the position.			
in good stand enforcement	rently actively working for the Anding with the department. Employexperience. Candidates must be mentoring, leadership, and other	oyees must have willing to take o	a minimum of 8 years of law n the additional responsibilities	
Any intereste 1st 2023.	ed candidates must submit notice	e of interest via er	mail to the Chief of Police April	
Recommended Act	tion			
Approve posting the	e position as presented.			

N/A

**Attachments:** 



March 13, 2023

Agenda Section:	Consent	Agenda No.	6K	
Report From:	Chief Pete Standafer	Agenda Item:	Glass Quotes	
Core Strategy:				
☐ Inspire Commun	ity Engagement	☐ Provide Pr	oactive Leadership	
☑ Increase Operation	onal Effectiveness	□ Ensure Safe	fe/Well Kept Community	
☐ Enhance Local B	usiness Environment	☐ Other:		
☐ Develop/Manage	e Strong Parks/Trails			
Background				
This is the final step	otes for the installation of glass a of the counter remodel project. ecure the Admin and DMV office	The installation	will provide security to staff in	
	ultiple vendors on possible layouted the following quotes:	ats and is recomm	nending the City work with East	
	Glass- \$4702.10 ater Glass- \$7143.38			
These amounts may within the designated	change slightly based on final de l project budget.	esign of the glass i	installation. Both amounts are	
Recommended Act				
Approve quotes from	n East Side Glass as presented.			

### **Attachments:**

• Quotes

St. Cloud, MN 56304

Phone: (320)251-1900 Fax: (320)251-9471

www.eastsideglass-mn.com

**Quote: 57436** 

Date: 01/23/2023

Customer

CITY OF ANNANDALE 30 CEDAR STREET EAST P.O. BOX K ANNANDALE MN 55302

Ph:(320)274-3055 Fax:(320)274-5728

Csr:ANDY F

Tech:

PO CITY HALL

Terms:NET 30

Acct:10-CIT051 Tax ID:8020205

#### Qty Part / Description

- 2 32" X 76" TEMP12CL TEMPERED 1/2" CLEAR W/ FLAT POLISHED EDGES
- 4 40" X 76" TEMP12CL TEMPERED 1/2" CLEAR W/ FLAT POLISHED EDGES
- 2.00 TOP CHANNEL U-CHANNEL 2" X 1" BUFFED BLACK FINISH
- 2.00 BOTTOM CHANNEL U-CHANNEL 1" X 1" BUFFED BLACK FINISH
  - 1 OUT-SHOP LABOR COMMERCIAL REGULAR FURNISH AND INSTALL A HEAVY GLASS PARTITION WIT

FURNISH AND INSTALL A HEAVY GLASS PARTITION WITH TOP AND BOTTOM U-CHANNEL FROM THE DROP CEILING TO THE TOP OF AN "L" SHAPED KNEE WALL IN TARA'S OFFICE.

\*\*\*CUSTOMER TO HAVE LUMBER INSTALLED UP IN THE DROP CEILING IN ORDER TO ANCHOR THE TOP CHANNEL.\*\*\*

\*\*\*GLASS PANELS TO HAVE 1/4" TO 3/8" GAPS BETWEEN PANELS AND BETWEEN PANELS AND WALLS.\*\*\*

\*\*\*EXCLUDES CAULKING OF GAPS BETWEEN GLASS AND BETWEEN GLASS AND WALLS \*\*\*

\*\*\*EXCLUDES FINAL CLEANING OF GLASS AND CHANNELS.\*\*\*

Job Site: CITY HALL - TARA'S OFFICE HEAVY GLASS PARTITION

Thank you for the opportunity to quote. Quote Valid For 30 Days.

Signature	Date		
<u>Tot</u> 4,702.1		Payments 0.00	Balance 4,702.10

305 Franklin Ave NE St. Cloud, MN 56304

Phone: (320)251-1900 Fax: (320)251-9471

www.eastsideglass-mn.com

**Quote: 57441** 

Date: 01/23/2023

#### Customer

CITY OF ANNANDALE 30 CEDAR STREET EAST P.O. BOX K ANNANDALE MN 55302

Ph:(320)274-3055 Fax:(320)274-5728

Csr:ANDY F

Tech:

PO ADMIN/DMV

Terms:NET 30

Acct:10-CIT051 Tax ID:8020205

#### Qty Part / Description

- 1 59" X 59" TEMP12CL TEMPERED 1/2" CLEAR W/ FLAT POLISHED EDGES W/ (1) SPEAK HOLE AND 14"W X 4"H PASS THRU FOR TRANSACTIONS
- 1 59" X 55" TEMP12CL TEMPERED 1/2" CLEAR W/ FLAT POLISHED EDGES W/ (1) SPEAK HOLE AND 14"W X 4"H PASS THRU FOR TRANSACTIONS
- 2.00 TOP CHANNEL U-CHANNEL 2" X 1" SATIN FINISH
- 2.00 BOTTOM CHANNEL U-CHANNEL 1" X 1" SATIN FINISH
- 2.00 SPEAK HOLE COVER BACK TO BACK COVER SATIN FINISH
  - 1 64" X 55" TEMP12CL TEMPERED 1/2" CLEAR W/ FLAT POLISHED EDGES W/ (1) SPEAK HOLE AND 14"W X 4"H PASS THRU FOR TRANSACTIONS
  - 2 58" X 55" TEMP12CL TEMPERED 1/2" CLEAR W/ FLAT POLISHED EDGES W/ (1) SPEAK HOLE AND 14"W X 4"H PASS THRU FOR TRANSACTIONS
- 2.00 TOP CHANNEL U-CHANNEL 2" X 1" SATIN FINISH
- 2.00 BOTTOM CHANNEL U-CHANNEL 1" X 1" SATIN FINISH
- 3.00 SPEAK HOLE COVER BACK TO BACK COVER SATIN FINISH
  - 1 OUT-SHOP LABOR COMMERCIAL

**REGULAR** 

FURNISH AND INSTALL HEAVY GLASS PARTITIONS WITH TOP & BOTTOM U-CHANNEL AND (2) TRANSACTION PASS THRUS AND SPEAK HOLES AT THE ADMINISTRATION COUNTER AND (3) TRANSACTION PASS THRUS AND SPEAK HOLES AT THE DMV COUNTER.

\*\*\*GLASS PANELS TO HAVE 1/4" TO 3/8" GAPS BETWEEN PANELS AND BETWEEN PANELS AND END WALLS.\*\*\*



305 Franklin Ave NE St. Cloud, MN 56304

Phone: (320)251-1900 Fax: (320)251-9471

www.eastsideglass-mn.com

**Quote: 57441** 

Date: 01/23/2023

Customer

CITY OF ANNANDALE 30 CEDAR STREET EAST P.O. BOX K ANNANDALE MN 55302

Ph:(320)274-3055 Fax:(320)274-5728

Csr:A	AIT	111	$\mathbf{r}$
USTA	IVI	JΥ	н

Tech:

PO ADMIN/DMV

Terms:NET 30

\*\*\*EXCLUDES CAULKING OF GAPS BETWEEN THE GLASS PANELS AND BETWEEN THE GLASS PANELS AND THE END WALLS.\*\*\*

\*\*\*EXCLUDES FINAL CLEANING OF GLASS AND U-CHANNELS.\*\*\*

Job Site: ADMINISTRATION & DMV COUNTERS

**HEAVY GLASS BARRIERS** 

W/ TRANSACTION PASS THRUS & SPEAK HOLES

Thank you for the opportunity to quote. Quote Valid For 30 Days.

			I
Signature	Date		
	<u>Total</u> 13.38	Payments 0.00	<u>Balance</u> 7,143.38
	Store Copy	vers:9.2.10	Page: 2



March 13, 2023

Agenda Section:	New Business	Agenda No.	9A		
Report From:	Kelly Hinnenkamp, City Administrator	Agenda Item:	Resolution Providing for the Sale of Bonds, Series 2023A		
Core Strategy:					
☐ Inspire Commun	ity Engagement	☐ Provide Proactive Leadership			
☑ Increase Operation	onal Effectiveness	☐ Ensure Sa	☐ Ensure Safe/Well Kept Community		
	Business Environment	$\square$ Other:			
☐ Develop/Manage	e Strong Parks/Trails				
Background					
	from the City's Financial Co 023 Lake John Sewer and Wa		veeney regarding the sale of		
Recommended Ac	tion				
Motion to approve l	Resolution as presented				
	-				

#### **Attachments:**

- Memo from Shannon Sweeney
- Resolution Awarding Sale of Bonds



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

March 8, 2023

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

**RE: 2023A General Obligation Utility Revenue Bonds** 

Honorable Mayor, Council Members, and Ms. Hinnenkamp:

The City Council previously acted on a resolution that initiated the process for a competitive sale of bonds to fund the Lake John Utility Improvements Project. On the morning of Monday, March 13, we will be receiving bids for the purchase of the City's bond issue and will be presenting those bids for City Council consideration that evening.

Enclosed for your review is a draft of the award resolution that will be updated with information from the low bid received on Monday afternoon. I will be available to discuss this information and the bids received in detail at the City Council meeting. Please feel free to contact me if I can be of any assistance in answering questions regarding this information.

Thank you for your time and consideration

Sincerely,

Shannon Sweeney, Associate David Drown Associates, Inc.

lam Joenly

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

HELD: MARCH 13, 2023

Pursuant to due call, a regular meeting of the City Council of the City of Annandale, Wright County, Minnesota, was duly held at the City Hall on March 13, 2023, at 6:30 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$2,880,000 General Obligation Utility Revenue Bonds, Series 2023A.

The following members were present:

and the following were absent:	
Member	_ introduced the following resolution and moved its adoption:
	RESOLUTION NO

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$2,880,000 GENERAL OBLIGATION UTILITY REVENUE BONDS, SERIES 2023A AND PLEDGING FOR THE SECURITY THEREOF NET REVENUES AND SPECIAL ASSESSMENTS

- A. WHEREAS, the City of Annandale, Minnesota (the "City"), owns and operates a municipal water system (the "Water System") and a municipal sanitary sewer system (the "Sewer System", and together with the Water System, the "System"), which are operated as separate revenue producing public utilities; and
- B. WHEREAS, the net revenues of the Water System are pledged to the payment of the City's outstanding (i) General Obligation Water Revenue Note of 2004, in the original principal amount of \$3,273,194, dated January 13, 2004; (ii) General Obligation Water Revenue Note of 2015, in original principal amount of \$929,105, dated August 27, 2015; and (iii) General Obligation Water Revenue Note of 2022B, in the original principal amount of \$1,358,413, dated December 28, 2022 (collectively, the "Outstanding Water Notes"); and
- C. WHEREAS, the net revenues of the Sewer System are pledged to the payment of the City's outstanding (i) General Obligation Taxable Sewer Revenue Note of 2007, in the original principal amount of \$16,036,613, dated September 14, 2007; (ii) General Obligation Sewer Revenue Note of 2015, in original principal amount of \$125,359, dated September 25, 2015; and (iii) General Obligation Sewer Revenue Note of 2022C, in the original principal amount of \$253,362, dated December 28, 2022 (collectively, the "Outstanding Sewer Notes"); and
- D. WHEREAS, the City Council has heretofore determined and declared that it is necessary and expedient to issue \$2,880,000 General Obligation Utility Revenue Bonds, Series 2023A (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Section 444.075

and Chapters 475 and 429 to finance improvements to the Water System and the Sewer System (the "Project"); and

- E. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by David Drown; and
- F. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the City Administrator, or designee, at the offices of David Drown at 11:00 A.M. this same day pursuant to the Terms of Offering established for the Bonds; and
- G. WHEREAS, it is in the best interests of the City that the Bonds be issued in bookentry form as hereinafter provided; and

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

	1.	Acceptance of Proposal. The proposal of
		(the "Purchaser"), to purchase the Bonds in accordance with the
Ter	ms of Of	ering, at the rates of interest hereinafter set forth, and to pay therefor the sum of
\$		, plus interest accrued to settlement, is hereby found, determined and declared
to b	e the mo	t favorable proposal received and is hereby accepted, and the Bonds are hereby
awa	arded to the	e Purchaser. The City Administrator is directed to retain the deposit of the
Pur	chaser.	

#### 2. <u>Bond Terms</u>.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated April 20, 2023, as the date of original issue and shall be issued forthwith on or after such date in fully registered form. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations"). The Bonds shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	Amount
2025 2026 2027 2028 2029 2030 2031 2032		2035 2036 2037 2038 2039 2040 2041 2042	
2033 2034		2043 2044	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

- (b) <u>Book Entry Only System</u>. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:
  - (i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.
  - (ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO, as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").
  - (iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.
  - (iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of

obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

- (v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.
- (vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").
- (vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.
- (viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.
- (ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

- (c) <u>Termination of Book-Entry Only System</u>. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:
  - (i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.
  - (ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.
  - (iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.
- (d) <u>Letter of Representations</u>. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.
- 3. <u>Purpose</u>. The Bonds shall provide funds to finance the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Project shall proceed with due diligence to completion. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.
- 4. <u>Interest</u>. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2024, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

Maturity Year	Interest Rate	Maturity Year	Interest Rate
2025		2035	

2026	2036
2027	2037
2028	2038
2029	2039
2030	2040
2031	2041
2032	2042
2033	2043
2034	2044

5. Redemption. All Bonds maturing on February 1, 2031, and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2030, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty (30) days prior to the redemption date.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. <u>Bond Registrar</u>. U.S. Bank Trust Company, National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the

registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. <u>Form of Bond</u>. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

### UNITED STATES OF AMERICA STATE OF MINNESOTA WRIGHT COUNTY CITY OF ANNANDALE

#### MINNESOTA CREDIT ENHANCEMENT PROGRAM

R			\$
GENERAL O	BLIGATION UTILITY	REVENUE BOND, SERIES 20	23A
Interest Rate	Maturity Date	Date of Original Issue	<u>CUSIP</u>
	February 1,	April 20, 2023	
REGISTERED OWNER:	CEDE & CO.		

#### PRINCIPAL AMOUNT:

THE CITY OF ANNANDALE, WRIGHT COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2024, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the U.S. Bank Trust Company, National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15<sup>th</sup>) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and

premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2031, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2030, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty (30) days prior to the redemption date.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$2,880,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and a resolution adopted by the City Council on March 13, 2023 (the "Resolution"), for the purpose of providing money to finance improvements to the municipal water system and sanitary sewer system (together, the "System") within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Utility Revenue Bonds, Series 2023A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

<u>Denominations; Exchange; Resolution</u>. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

<u>Fees upon Transfer or Loss</u>. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

<u>Treatment of Registered Owners</u>. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

<u>Authentication</u>. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligations. The Bonds have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and the laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holders of the Bonds that it will impose and collect charges for the service, use and availability of the System at the times and in amounts necessary to produce net revenues, together with other sums pledged to the payment of the Bonds, adequate to pay all principal and interest when due on the Bonds; and that the Issuer will levy a direct, annual, irrepealable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on the Bonds of this issue as they respectively become due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Annandale, Wright County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Registrable by:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
Payable at:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
CITY OF ANN WRIGHT COU	JANDALE, JNTY, MINNESOTA
/s/ Facsimile Mayor	
/s/ Facsimile City Administr	ator
	Payable at:  CITY OF ANN WRIGHT COU  /s/ Facsimile Mayor

### **ABBREVIATIONS**

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

TEN COM - as	s tenants in	common
TEN ENT - as	tenants by t	the entireties
JT TEN - as jo	int tenants v	with right of survivorship and not as tenants in common
		custodian for
(Cust)		(Minor)Uniform
under the		Uniform
	,	ite)
Transfers to M	inors Act	
A	dditional at	obreviations may also be used though not in the above list.
		ASSIGNMENT
For val	ue received	, the undersigned hereby sells, assigns and transfers unto the within Bond
and does hereb	y irrevocab	ly constitute and appoint attorney to transfer the
		or the registration thereof, with full power of substitution in the
Dated:		
	Notice:	The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.
Signature Gua	ranteed:	
having a meml	pership in o	anteed by a national bank or trust company or by a brokerage firm ne of the major stock exchanges or any other "Eligible Guarantor 7 CFR 240.17 Ad-15(a)(2).
	_	r will not affect transfer of this Bond unless the information requested below is provided.
Name and Add	lress:	
		<del></del>
(Incl	ude informa	ation for all joint owners if the Bond is held by joint account.)

- 8. <u>Execution</u>. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and City Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.
- 9. <u>Authentication</u>. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is April 20, 2023. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.
- 10. <u>Registration; Transfer; Exchange</u>. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The City Administrator is hereby authorized to negotiate and execute the terms of said agreement.

- 11. <u>Rights Upon Transfer or Exchange</u>. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.
- 12. <u>Interest Payment; Record Date</u>. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15<sup>th</sup>) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.
- 13. <u>Treatment of Registered Owner</u>. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.
- 14. <u>Delivery; Application of Proceeds</u>. The Bonds when so prepared and executed shall be delivered by the City Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.
- 15. <u>Fund and Accounts</u>. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to make adequate and specific security to the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the "General Obligation Utility Revenue Bonds, Series 2023A Fund" (the

"Fund") to be administered and maintained by the City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Operation and Maintenance Account heretofore established by the City for the Water System shall continue to be maintained in the manner heretofore provided by the City. The Operation and Maintenance Account heretofore established by the City for the Sewer System shall continue to be maintained in the manner heretofore provided by the City. (The Operation and Maintenance Account for the Water System and the Operation and Maintenance Account for the Sewer System are referred to collectively herein as the "Operation and Maintenance Accounts.") All moneys remaining after paying or providing for the items set forth in the resolution(s) establishing the Operation and Maintenance Accounts shall constitute or are referred to as "net revenues" until the Bonds have been paid. In such records there shall be established accounts of the Fund for the purposes and in the amounts as follows:

- (a) <u>Construction Account</u>. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, plus any special assessments levied with respect to the Project and collected prior to completion of the Project and payment of the costs thereof. From the Construction Account there shall be paid all costs and expenses of making the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of special assessments herein levied or covenanted to be levied; and provided further that if any special assessments credited to the Construction Account shall only be applied towards payment of the costs of the Project upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.
- <u>Debt Service Account</u>. There are hereby irrevocably appropriated and pledged to, (b) and there shall be credited to, the Debt Service Account: (1) all collections of special assessments herein covenanted to be levied with respect to the Project and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Project and payment of the costs thereof; (2) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated to the account sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the Bonds; (3) any collections of all taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Bonds are insufficient therefor; (4) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (5) all investment earnings on funds held in the Debt Service Account; and (6) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bonds and interest thereon are paid shall be used consistent with Minnesota

Statutes, Section 475.61, Subdivision 4. The moneys in the Debt Service Account shall be used solely to pay the principal of and interest on the Bonds or any other bonds hereafter issued and made payable from the Fund.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

Special Assessments. It is hereby determined that a portion of the cost to the City 16. of the Project financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefitted by the Project. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement financed hereunder unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform, as soon as they may be done, all acts and things necessary for the final and valid levy of such special assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City or this Council or any of the City officers or employees, either in the making of the assessments or in the performance of any condition precedent thereto, the City and this Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property.

The special assessments have heretofore been authorized. Subject to such adjustments as are required by conditions in existence at the time the assessments are levied, it is hereby determined that the assessments shall be payable in equal, consecutive, annual installments, including both principal and interest, with interest at a rate per annum set forth below:

<u>Designation</u> <u>Amount</u> <u>Levy Years</u> <u>Collection Years</u> <u>Rate</u>

See Attached Schedule in Exhibit B

17. Coverage Test; Pledge of Net Revenues and Excess Net Revenues. It is hereby found, determined and declared that the net revenues of the System, together with special assessments, are sufficient in amount to pay when due the principal of and interest on the Bonds and a sum at least five percent in excess thereof. The net revenues of the Water System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water Notes and a sum at least five percent in excess thereof. The net revenues of the Sewer System are sufficient in amount to pay when due the principal of and interest on the Outstanding Sewer Notes and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity with the Outstanding Water Notes and the Outstanding Sewer Notes for the payment of the Bonds and shall be applied for that purpose, but solely to the extent required to meet the principal and interest requirements of the Bonds as the same become due.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient, in addition to all other sources, pledged to the payment of the Bonds and such additional obligations and any such pledge and appropriation of the net revenues of the System may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

- 18. Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Bonds that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues, together with special assessments, adequate to pay all principal and interest when due on the Bonds. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations".
- 19. <u>State Credit Enhancement Program</u>. The City hereby ratifies and confirms its covenants in the resolution duly adopted on February 13, 2023, obligating itself to notify the Commissioner of Management and Budget of the State of Minnesota of a potential default in payment of the Bonds and to use the provisions of Minnesota Statutes, Section 446A.086 to guarantee the payment of principal and interest on the Bonds. The Mayor and City Administrator are hereby authorized and directed to enter into an agreement with the paying agent for the Bonds or any department of the State of Minnesota required by the provisions of Minnesota Statutes, Section 446A.086.
- 20. <u>General Obligation Pledge</u>. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are irrevocably pledged. If the net revenues of the System appropriated and pledged to the payment of principal and interest on the Bonds, together with other funds irrevocably appropriated to the Debt Service Account shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as it becomes due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds payable

therefrom, the deficiency shall be promptly paid out of any other accounts of the City which are available for such purpose, and such other funds may be reimbursed without interest from the Debt Service Account when a sufficient balance is available therein.

- 21. <u>Defeasance</u>. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.
- 22. <u>Compliance With Reimbursement Bond Regulations</u>. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Program"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Program; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Program, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not

exceed 20% of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

- (b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.
- (c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds, and not later than three years after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.
- (d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

- 23. <u>Continuing Disclosure</u>. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:
- (a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.
- (b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.
- (c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.
- (d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and City Administrator or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City

the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

- 24. <u>Certificate of Registration</u>. The City Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Wright County, Minnesota, together with such other information as the Auditor shall require, and to obtain the County Auditor's certificate that the Bonds have been entered in the County Auditor's Bond Register.
- 25. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.
- 26. <u>Negative Covenant as to Use of Bond Proceeds and Project</u>. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.
- 27. <u>Tax-Exempt Status of the Bonds; Rebate</u>. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the Bonds, and (c) the rebate of excess investment earnings to the United States, if the Bonds (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that:

- (a) the Bonds are issued by a governmental unit with general taxing powers;
- (b) no Bond is a private activity bond;
- (c) ninety five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and
- (d) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Bonds are issued and outstanding at

one time is not reasonably expected to exceed 5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

- 28. <u>Designation of Qualified Tax-Exempt Obligations</u>. In order to qualify the Bonds as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:
  - (a) the Bonds are issued after August 7, 1986;
  - (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2023 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code; and
  - (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

- 29. <u>Official Statement</u>. The Official Statement relating to the Bonds prepared and distributed by David Drown is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.
- 30. <u>Severability</u>. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.
- 31. <u>Headings</u>. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA COUNTY OF WRIGHT CITY OF ANNANDALE

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

WITNESS my hand on March 13, 2023.

City Administrator

## EXHIBIT A

## **PROPOSALS**

[To be supplied by David Drown Associates, Inc.]

## EXHIBIT B

## **SCHEDULE**

[To be supplied by David Drown Associates, Inc.]



# City Council Agenda

March 13, 2023

<b>Agenda Section:</b>	New Business	Agenda No.	9B
Report From:	Kelly Hinnenkamp, City Administrator	Agenda Item:	License Agreement
Core Strategy:			
☐ Inspire Community Engagement		☐ Provide Pr	oactive Leadership
☐ Increase Operational Effectiveness		☑ Ensure Safe/Well Kept Community	
☐ Enhance Local Business Environment		$\square$ Other:	
☑ Develop/Manage	Strong Parks/Trails		
D1 1			
Background			
Attached is a draft o	f the License Agreement to a	llow a Paddleboard F	Kiosk at the Municipal Park.
At the February 13, 2023 Council meeting, 10,000 Lakes Recreation presented a proposal to install a Paddleboard Kiosk at the Municipal Park. Their proposal has been included for reference.			
The Council discussed utilizing a license to allow the private kiosk to be located at the public park. The terms of the license are consistent with the proposal, except for the proposed fee. To simplify the fee collection, it is recommended the Council consider a flat fee versus a percentage of net sales.			
The City Attorney also provided language to address default remedies within the agreement, responsibilities for cost, general operating parameters, and minimum insurance requirements.			
Recommended Act	zion		
Motion to approve I	icense Agreement with 10,00	00 Lakes Recreation	

#### **Attachments:**

- License Agreement
- 10,000 Lakes Recreation Proposal (from 2/13/23 meeting)

#### LICENSE AGREEMENT

This Agreement is entered into this,	2023, by and between
10,000 Lakes Recreation (hereinafter referred to as "Licensee"), and	City of Annandale, a
Minnesota municipal corporation (hereinafter referred to as "City").	

#### **RECITALS:**

- a. City is the owner of real property known as the Municipal Park("Park").
- b. Licensee operates a paddle board and beach rental business utilizing self-service kiosks.
- c. Licensee desires to operate a Kiosk at the Park for the purpose of renting paddle boards.

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

- 1. City hereby grants to Licensee, or its agents, a License for the purpose of installing and maintaining a paddle board rental kiosk in the Park. Licensee's kiosk will encompass 50 square feet of the Park or less and shall be at a location near the beach as approved by the City's Parks Department. Licensee may be required to relocate to comparable area upon \_\_\_\_ days advance notice from the City.
- 2. Licensee shall pay to the City a fee of \$\_\_\_\_\_ for this License. This fee shall be due and payable on or before May 1, 2023.
- 3. This License shall be in effect from May 1, 2023 through October 30, 2023, at which time it shall expire and be of no further force and effect.
- 4. Licensee shall maintain the kiosk and all rental equipment in a safe and aesthetically pleasing manner. Licensee shall remedy any equipment and kiosk safety and maintenance concerns or vandalism within 24 hours of notice from the City. Licensee shall provide an email or cell phone contact number for notice purposes. Said notice shall be effective immediately.
- 5. Licensee shall require all users to be 18 years of age or supervised by an adult. Licensee shall take any and all precautions associated with its personal property to ensure the safety of the users during the term of this Agreement. Licensee shall post hours of operation which shall be from or sunrise to 2 hours before sunset.
- 6. Licensee shall obtain any other licenses or permits required for its business and shall provide a copy of such licenses to the City.
- 7. Licensee shall indemnify, defend and hold harmless the City, its council members and employees from and against all claims including personal injury and property damage claims, including all damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or the result caused by the negligent acts or omissions of the Licensee and its agents on the City Park. Licensee shall provide a certificate of insurance to City evidencing general liability insurance with limits of at least \$500,000 per claim and \$1,500,000 per occurrence, naming City as an additional insured. The City does not, by this agreement, waive any applicable statutory tort limits.

- 8. Licensee agrees to pay all City's expenses associated with drafting this License Agreement.
- 9. The City may terminate the License in the event of a breach of the terms by Licensee, provided that Licensee shall have three days from receipt of notice from the City to cure the breach. The City may terminate this License immediately if, in the City's sole discretion, the City determines that the Licensee's operations endanger the health, safety and welfare of any person. In the event of early termination, Licensee shall not be entitled to a refund or proration of the License Fee.
- 10. Licensee shall remove all personal property and equipment from the Park within 48 hours of termination or expiration of the License.
- 11. Licensee shall not unduly inconvenience or restrict any member of the public using the Park during installation, monitoring or removal of the Licensee's property. Licensee shall restore any disturbed earth, grass or landscaping that are affected by the Licensee's use of the Park.
- 12. The City shall not be liable to Licensee for any damage caused to Licensee property, except to the extent such damage is caused by the negligent or willful act of the City or its employees.
- 13. The terms of this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. This Agreement may only be amended in writing signed by both parties.
- 14. This License shall be governed by the laws of the State of Minnesota, and any disputes hereunder shall be venued in the State District Court in Wright County, Minnesota.
- 15. Licensee shall be responsible for reimbursing the City for any personal property taxes which may be levied against the City as a result of the presence of Licensee's property in the Park. This provision shall survive termination of this Agreement.

This Agreement shall be effective this Annandale, Minnesota.	day of, 2	2023, in
	10,000 Lakes Recreation	
	Ву	
	Its	
	CITY OF ANNANDALE:	
	Shelly Jonas, Mayor	
	Kelly Hinnenkamp, City Administrator	



## City Council Agenda

March 13, 2023

Agenda Section: Consent	Agenda No. 90
Report From: Administration	<b>Agenda Item:</b> Consideration of amendments to the Zoning Ordinance – Chapter 150 regarding regulations and standards for the sale and production of THC and CBD products and similar Applicant: City of Annandale
Core Strategy:	
☐ Inspire Community Engagement	☐ Provide Proactive Leadership
☐ Increase Operational Effectiveness	□ Ensure Safe/Well Kept Community
☐ Enhance Local Business Environment	☐ Other:
☐ Develop/Manage Strong Parks/Trails	

#### **Background**

Effective July 1, 2022, the Minnesota State Legislature made it legal to sell certain consumables infused with tetrahydrocannabinol (THC). In response, the City adopted a moratorium on this and related uses to allow for a study on the issue and to prepare ordinances related to this new use of property.

The first step in this process is the zoning allowance for sale of THC products. The ordinance presented for the public hearing was to restrict sales of THC products to the C-2 and C-3 Districts. These are the Central Business Fringe Commercial District and the Highway Commercial District respectively. These were viewed as the most appropriate locations in the City for this type of use. This excludes any Mixed Use or Downtown areas. The use would be permitted as a stand-alone enterprise or as a portion of a legally permitted use within an establishment.

#### **Future Ordinances**

The City's moratorium would remain in effect as the City develops further ordinances and strategies and completes the study on this topic.

#### **Planning Commission Recommendation**

The Planning Commission held a public hearing on March 7, 2023. No public comments were provided.

The Planning Commission discussed the item in depth and decided to recommend limiting retail sales of THC and similar products to only the C-2 District. The City's current tobacco license holders are only in the C-2 District, which is why the Commission felt their recommendation was appropriate. There were concerns with allowing sales in the C-3 District due to the proximity of youth-oriented facilities. The Commission also felt that if there was a greater desire to establish this type of use in

other districts, that the ordinance could be revisited at a later date. The Commission voted 4-1 in favor of the attached ordinance.

#### **Recommended Action**

Adopt Ordinance as recommend by the Planning Commission

### **Attachments:**

- Draft Ordinance 402: Permitting THC Retailers in the C-2 District
- Zoning Map

#### **ORDINANCE NO. 402**

#### AN ORDINANCE PERMITTING THC RETAILERS IN THE C-2 & C-3 DISTRICTS

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

**Section 1.** Zoning Ordinance Section 150.04 "Definitions" is hereby amended to include the following definition:

THC Product Retail Establishment. A retail establishment that allows for the sale of 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 as may be amended from time to time. Licensed Product does not include medical cannabis as defined in Minn. Stat. §152.22, Subd. 6, as may be amended from time to time. This may be an independent business or a portion of an otherwise permitted retail business.

**Section 2.** Zoning Ordinance Section 150.32, Central Business – Fringe District, Permitted Uses is amended to include the following use:

9. THC Product Retail Establishment

Section 2. Zoning Ordinance Section 150.33, Highway Commercial District, Permitted Uses is hereby amended to include the following use:

9. THC Product Retail Establishment

**Section 3.** This ordinance shall go into effect upon passage and publication.

Adopted this 13th day of March, 2023.

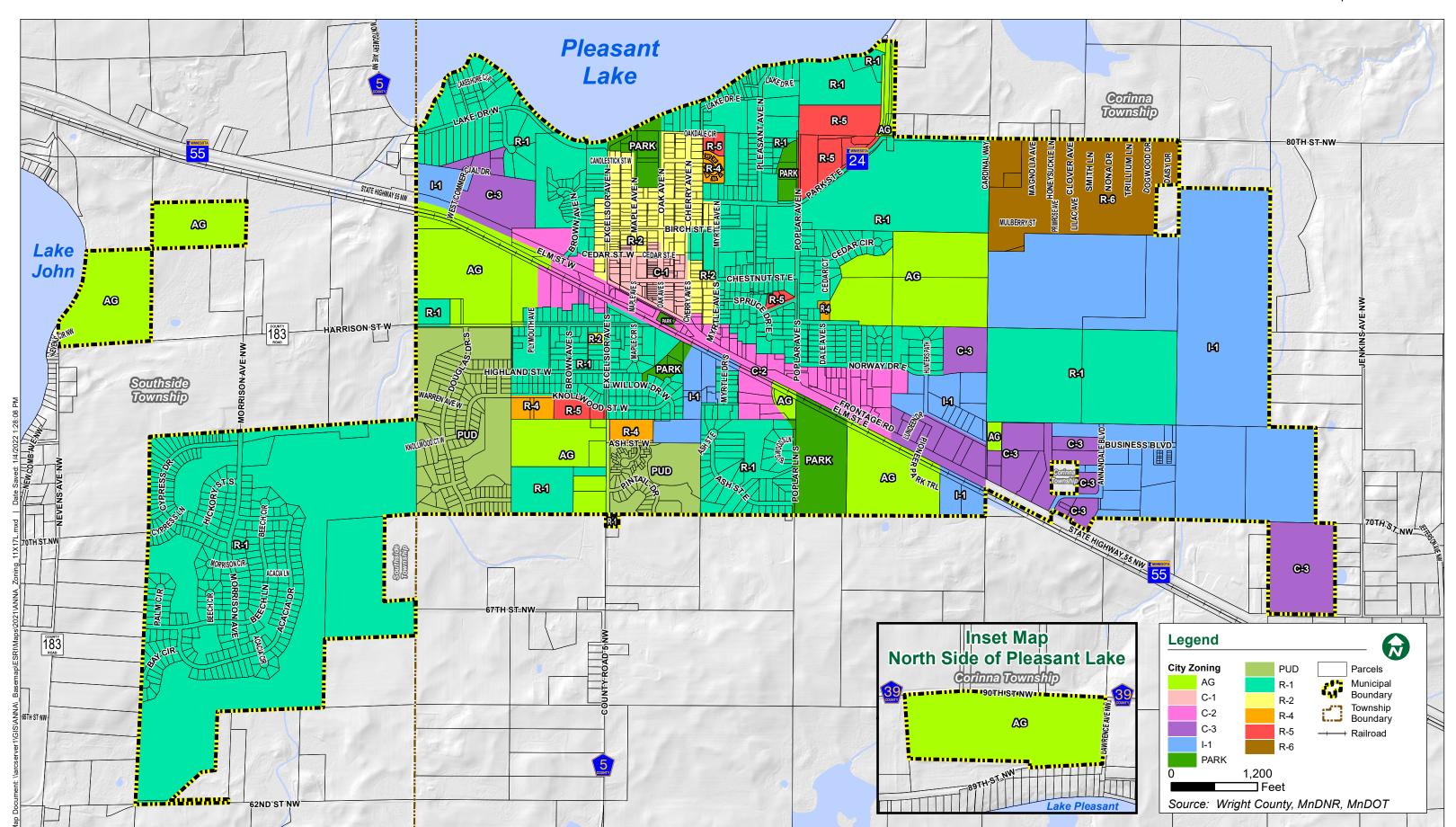
ATTEST:		Shelly Jonas, Mayor	
Kelly Hinn	enkamp, City Administra	tor/Clerk	

Heart of the Lakes

**Zoning Map** January 2022



Real People. Real Solutions.





## City Council Agenda

March 13, 2023

New Business	Agenda No.	9D
Kelly Hinnenkamp, City Administrator	Agenda Item:	Sale of Business Park Land
ity Engagement	☐ Provide Pr	oactive Leadership
onal Effectiveness	☐ Ensure Sa	fe/Well Kept Community
usiness Environment	$\square$ Other:	
e Strong Parks/Trails		
-	*	
tion		
the meeting.		
<u> </u>		
	Kelly Hinnenkamp, City Administrator  ity Engagement onal Effectiveness usiness Environment e Strong Parks/Trails	Kelly Hinnenkamp, City Administrator  ity Engagement onal Effectiveness usiness Environment e Strong Parks/Trails  cosal from a private individual to purchase land in the meeting under Minn Statute 13D to discuss the strong to the strong that the meeting under Minn Statute 13D to discuss the strong that the strong th